

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

**MONDAY, 11 APRIL 2022 – 4:30 P.M. – COUNCIL CHAMBER**

1. Introduce Bruce Larsen to Present His Artwork Plan for Arts Alley
2. Committee Updates
3. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.  
on Monday, April 11, 2022 – Council Chambers**

**Next Council Meeting – Monday, April 25, 2022 – Same Time Same Place**

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 11 APRIL 2022 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 28 March 2022 Regular City Council Meeting and minutes of 28 March 2022 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253  
Zoning Ordinance Amendment - ZC 21.17
  - Proposed amendment to change and alter the City of Fairhope Zoning Ordinance to revise Article V, Section B. Central Business District to add a subsection for Rooftop Terraces. (Introduced at the March 28, 2022 City Council Meeting)
6. **Final Adoption** - Ordinance – Amend Zoning Ordinance No. 1253 and Ordinance No. 1703  
Zoning Ordinance Amendment - ZC 22.02
  - Proposed amendment to existing Planned Unit Development (PUD) known as the Reserve at Fairhope (Ordinance No. 1703). Dominion Senior Living of Fairhope, LLC property is 16.62 acres and is located southwest of the intersection of Greeno Road and Volanta Avenue, Fairhope, Alabama. PPIN Number: 386193 & 386197. (Introduced at the March 28, 2022 City Council Meeting)
7. Ordinance – An Ordinance to repeal and replace Ordinance No. 1747; and to approve the revised lease to the Fairhope Center for the Writing Arts, Inc. declaring that certain real property of the City of Fairhope (Writer’s Cottage at 9 North Section Street) for Fairhope Center for the Writing Arts, Inc. is not needed for public or municipal purposes in response to an offer to lease property to be used only as a center for the writing arts and in accordance with uses normally incident to hereto and for no other purpose; and it is hereby declared to be in the best interest of the public and the City of Fairhope, Alabama, to lease said real property to Fairhope Center for the Writing Arts, Inc. with a lease term of five years with an option to renew for an additional five years. Renewal shall only be valid on approval by City Council.
8. Site Plan Review and Approval – Request of KWH Properties, LLC, owner, for Site Plan approval of Polo Crossing, a 5-unit multiple-occupancy project. The property is approximately 1.77 acres and is located on the eastern side of Greeno Road/Hwy 98 and lies south of Wolfe-Bayview Funeral Home (SR 22.01). PPIN #: 21517 (Planning Commission unanimously voted to recommend City Council approve SR 22.01). Staff recommends conditional approval with the four listed conditions in Site Plan report.
9. Site Plan Review and Approval – Request of Robert M. Green, Jr., owner, for Site Plan approval of Fairhope Urology, a 1-unit project. The property is approximately 1.66 acres and is located on the on the west side of U. S. Highway, south of Hoyle Avenue (SR 22.01). PPIN #: 17231, 200528, 202819, 114269, and 287963 (Planning Commission unanimously voted to recommend City Council approve SR 22.02).

10. Resolution – That the public improvements indicated herein for Old Battles Village, Phase Four-A are hereby accepted for public maintenance; and authorizes Mayor Sherry Sullivan to execute the Maintenance Agreement between the City of Fairhope and 68V OBV 2020, LLC (the “Subdivider”).
11. Resolution – That the public improvements indicated herein for Old Battles Village, Phase Four-B are hereby accepted for public maintenance; and authorizes Mayor Sherry Sullivan to execute the Maintenance Agreement between the City of Fairhope and 68V OBV 2020, LLC (the “Subdivider”).
12. Resolution – That the City Council approves the selection of Kimley-Horn to perform Professional Preliminary Engineering Services for County Road 32 Upgrade for SRF Grant for Water Upgrades on County Road 32 from County Road 33 to Greeno Road then north to High School; (RFQ No. PS012-22); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.
13. Resolution – That the City Council approves the selection of Thompson Engineering, LLC to perform Professional Preliminary Engineering Services for Water and Wastewater Upgrades in the Fruit and Nut Area (RFQ No. PS011-22); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.
14. Resolution – That the City of Fairhope hereby declares (Bid No. 001-22) Arts Alley Downtown Transit Hub at the request of Staff along with our Project Architect of Record through consultation with the ESMPO, the County, and ALDOT personnel to be void due to mandated Federal bid law issues.
15. Resolution – That the City of Fairhope approves the procurement for Fencing Installation and Gate at Well 3 Property on CR33 to be purchased from Hagan Fence for the Water Department. Three quotes were obtained for this procurement and Hagan Fence was the lowest. The total cost not-to-exceed the amount of \$24,999.00.
16. Resolution – That the City of Fairhope approves the procurement of inventory for 860 Fisher Type HSR Regulators for the Gas Department to be purchased from John H. Carter Co., Inc. as Sole Source Provider in the State of Alabama. Regulators are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed the amount of \$51,238.80.
17. Resolution - That the City of Fairhope approves the procurement of inventory for 850 Meters for the Gas Department to be purchased from ELSTER American Meter Company, through Ed Young Sales Company (EYSCO) as sole-source sales representative for Elster. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed the amount of \$107,045.25.
18. Resolution - That the City of Fairhope approves the procurement of 8,000 feet of 6” DR 11 Green Stripe Pipe for St. Michael Way Sewer Extension for the Wastewater Department to be purchased from Consolidated Pipe and Supply Company, Inc. The pipes are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed the amount of \$78,800.00.
19. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 2 for (Bid Number 029-21) Pecan Building – Phase I – East Wing Office Remodel for an increase cost not-to-exceed the amount of \$2,827.56 and award Change Order No. 2 to Eric Lazzari Construction, LLC. The new contract total will be \$296,059.56.

20. Resolution - To award (Bid No. 021-22) City-Wide Road Repair, Resurfacing and Striping Project for the Public Works Department to Asphalt Services, Inc. with total bid proposal not-to-exceed the amount of \$507,916.84 with budget amendments, that does not include parking lots which will be rebid.
21. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid Number 024-21) Fairhope Docks Bulkhead Repairs – FEMA 4563 – RE-BID for 46 Linear Feet of Bulkhead and Edge Dock to be Replaced for an increase cost not-to-exceed amount of \$32,008.80 and award Change Order No. 1 to Asphalt Services, Inc. The new contract total will be \$361,876.57.
22. Resolution – That the City of Fairhope approves the procurement for the Upgrade of the River Mill Lift Station Pumps, Controls, and Piping on Quotation #PSC0222-08A from J.H. Wright & Associates for the Water & Wastewater Department; and authorizes procurement based Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed the amount of \$76,686.00.
23. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute an Engagement Letter with Maynard, Cooper & Gale, P.C. for professional government affairs services and assistance as well as assist in special projects and provide strategic consulting advice (from time to time) for the City of Fairhope, Alabama. This engagement will be for a six month period with a not-to-exceed amount of \$54,000.00.
24. Resolution – That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the Job Position of Emergency Management and Special Events Coordinator (Grade 21); and the Job Description and Grade of Pay for same; and amend the budget to fund this position and to defund the position of Rental Facilities Assistant I.
25. Resolution - That the City of Fairhope accepts the donation of the Fly Away Sculpture from Martha Hopkins which will be placed at the H.L. “Sonny” Callahan Airport. Donor to have Fairhope Ironworks powder coat paint sculpture (chrome color) with holes drilled to bolt into a cement column. The City will provide the cement column, installation, maintenance and liability protection.
26. Public Participation – (3 minutes maximum)
27. Executive Session – To discuss the consideration the City is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property; and discuss pending and potential litigation.
28. Adjourn

**Next Regular Meeting – Monday, April 25, 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, 28 March 2022.

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

There being a quorum present, Council President Conyers called the meeting to order. The invocation was given by Pastor Timothy Clark of Celebration Church and the Pledge of Allegiance was recited. Councilmember Boone moved to approve minutes of the 14 March 2022, regular meeting; and minutes of the 14 March 2022, work session. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and thanked everyone for a successful Arts and Crafts Festival. She thanked the Public Works Department, the Police Department, Community Affairs Director Paige Crawford, and Assistant to Investigations/Special Events Sheri Swartz. Mayor Sullivan thanked Golf Pro Bobby Hall and staff for a great FEEF Tournament with over 170 plus players. She said the annual audit is complete; and a copy have been placed on the City’s website. She also mentioned the Church Street Project at Fairhope Avenue and businesses are open. Mayor Sullivan announced the retirement of Gas Superintendent Terry Holman and thanked him for his years of service.

Council President Conyers announced that Agenda Item Number 23 had been pulled from the Agenda.

Councilmember Burrell thanked everyone that pitched in to make the Arts and Crafts Festival successful.

Councilmember Martin said he agreed with Councilmember Burrell regarding the Arts and Crafts Festival. He mentioned a letter received from a seven year old, Ella Morgenstern, asking him to save the owls at the Colony Park.

Councilmember Robinson said he wanted to wish two people Happy Birthday: his five year old daughter and Mayor Sullivan.

Councilmember Boone said his grandson turned six and wished him a Happy Birthday.

28 March 2022

Council President Conyers agreed the City had a successful Arts and Crafts Festival and a successful FEEF Golf Tournament.

Councilmember Burrell said Happy Birthday to his wife Patti.

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 revise Article V, Section B. Central Business District to add a subsection for Rooftop Terraces. . 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 the changes.

Council President Conyers opened the Public Hearing at 6:12 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:12 p.m. Councilmember Burrell thanked Mr. Simmons for the time spent on the requested revisions and commented, "I think we have it right."

Due to lack of a motion for immediate consideration, this ordinance will layover until the April 11, 2022 City Council meeting.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Martin introduced in writing an ordinance to amend existing Planned Unit Development (PUD) known as the Reserve at Fairhope (Ordinance No. 1703). Dominion Senior Living of Fairhope, LLC property is 16.62 acres and is located southwest of the intersection of Greeno Road and Volanta Avenue, Fairhope, Alabama. PPIN Number: 386193 & 386197. The Planning Commission gave a favorable recommendation of this ordinance. Council President Conyers read the proposed ordinance.

Planning Director Hunter Simmons briefly explained the proposed ordinance. Councilmember Martin questioned the traffic and concerns. Mr. Simmons replied we are working on these issues.

Council President Conyers opened the Public Hearing at 6:24 p.m.

Trey Jinright addressed the City Council on behalf of the owner regarding this proposed amendment. He mentioned the proposed medical clinic and said it could remain greenspace. Mr. Jinright commented this is a better view for U. S. 98. Councilmember Burrell questioned Hoyle being paved. Mayor Sherry Sullivan stated she has traffic concerns at the intersection. She also mentioned a possible ATRIP grant.

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No one present opposed the proposed ordinance, the Public Hearing closed at 6:29 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the April 11, 2022 City Council meeting.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to award (RFQ 002-22) to replace the roof at the Writer's Cottage at the Fairhope Public Library to Roof Doctors; for a total cost of \$7,500.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 4404-22**

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

[1] That the City of Fairhope did request and receive RFQs to procure services to replace the roof at the Writer's Cottage at the Fairhope Public Library at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, RFQs were received and tabulated as follows:

Roof Doctors	\$ 7,500.00
Ethos Consulting & Restoration, LLC	\$15,224.02

[3] At the appointed time and place; after evaluating the RFQ proposals with the required specifications, Roof Doctors is now awarded (RFQ No. 002-22) to replace the roof at the Writer's Cottage at the Fairhope Public Library; for a total cost of \$7,500.00.

Adopted on this 28th day of March, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

28 March 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that all bids for the Turn Lane Construction and Traffic Signal Upgrade on County Road 30 (Gayfer Avenue) at US 98 for the Public Works Department are hereby rejected due to an advertisement technicality; and authorizes to rebid the project. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Councilmember Burrell commented this resolution to reject and rebid has nothing to do with the company, but an advertisement technicality.

**RESOLUTION NO. 4405-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That all bids for the Turn Lane Construction and Traffic Signal Upgrade on County Road 30 (Gayfer Avenue) at US 98 for the Public Works Department are hereby rejected due to an advertisement technicality; and authorizes to rebid the project.

Adopted on this 28th day of March, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Martin moved to amend the resolution to add the words " including removing all existing pumps, controls, and piping. The wet well is to be lined and a new submersible pump is to be installed with new guide rails, piping and controls." Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution as amended, a resolution to award (Bid No. 012-22) to demolish the existing block and mortar building at the Valley Street Lift Station including removing all existing pumps, controls, and piping. The wet well is to be lined and a new submersible pump is to be installed with new guide rails, piping and controls to W.R. Mitchell for the Water and Wastewater Department; for a total bid proposal of \$247,600.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

28 March 2022

**RESOLUTION NO. 4406-22**

**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 to demolish the existing block and mortar building at the Valley Street Lift Station including removing all existing pumps, controls, and piping. The wet well is to be lined and a new submersible pump is to be installed with new guide rails, piping and controls for the Water and Wastewater Department (Bid No. 012-22) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

W. R. Mitchell	\$247,600.00
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[3] After evaluating the bid proposals with the required bid specifications, W.R. Mitchell with the total bid proposal of \$247,600.00, is now awarded the bid to demolish the existing block and mortar building at the Valley Street Lift Station including removing all existing pumps, controls, and piping. The wet well is to be lined and a new submersible pump is to be installed with new guide rails, piping and controls for the Water and Wastewater Department.

Adopted on this 28th day of March, 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 to award (Bid No. 016-22) for North Drive (Rock Creek) Roadway Improvement Project to Asphalt Services, Inc. for the Public Works Department; for a total bid proposal of \$65,860.65. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

28 March 2022

**RESOLUTION NO. 4407-22**

**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 North Drive (Rock Creek) Roadway Improvement Project for the Public Works Department (Bid No. 016-22) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Asphalt Services, Inc.	\$65,860.65
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[3] After evaluating the bid proposals with the required bid specifications, Asphalt Services, Inc., with the total bid proposal of \$65,860.65, is now awarded the bid for North Drive (Rock Creek) Roadway Improvement Project for the Public Works Department.

Adopted on this 28th day of March, 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 to award procurement of Ceiling Tile Replacement at the James P. Nix Center to Booth Construction for the Community Affairs Department; for a total cost of \$34,656.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

28 March 2022

**RESOLUTION NO. 4408-22**

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

[1] That the City of Fairhope did request and receive quotes for Ceiling Tile Replacement at the James P. Nix Center for the Community Affairs Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves award for procurement of Ceiling Tile Replacement at the James P. Nix Center for the Community Affairs Department to Booth Construction with a total cost of \$34,656.00.

Adopted on this 28th day of March, 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 approves the procurement of Neptune Gas Meter ERTS to replenish inventory for the Gas Department to be purchased from Consolidated Pipe and Supply Company, Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc.; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$80,750.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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28 March 2022

**RESOLUTION NO. 4409-22**

**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 Neptune Gas Meter ERTS to replenish inventory for the Gas Department to be purchased from Consolidated Pipe and Supply Company, Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$80,750.00.

Adopted on this 28th day of March, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Neptune Water Meters for the Water Department from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The number of units is 500 Meters at \$195.000 per unit with a cost not to exceed \$97,500.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 4410-22**

**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 Neptune Water Meters for the Water Department from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The number of units is 500 Meters at \$195.000 per unit with a cost not to exceed \$97,500.00.

Adopted on this 28th day of March, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk



28 March 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of CARUS 8700 from Albery and Blakeney, LLC as a Sole Source Distributor for the Water Department; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total cost not-to-exceed \$60,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4411-22**

**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 CARUS 8700 from Albery and Blakeney, LLC as a Sole Source Distributor for the Water Department; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total cost not-to-exceed \$60,000.00.

Adopted on this 28th day of March, 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 approves the procurement of storm drain cleaning in the Stone Creek Subdivision to Ranger Environmental for the Public Works Department. The total cost not-to-exceed \$5,580.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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28 March 2022

**RESOLUTION NO. 4412-22**

**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 storm drain cleaning in the Stone Creek Subdivision to Ranger Environmental for the Public Works Department. The total cost not-to-exceed \$5,580.00.

Adopted on this 28th day of March, 2022

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

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Thermo Scientific Precision Low Temperature Incubator to replenish inventory for the Water Department to be purchased from Fisher Scientific. The incubator is exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$5,165.04. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4413-22**

**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 Thermo Scientific Precision Low Temperature Incubator to replenish inventory for the Water Department to be purchased from Fisher Scientific. The incubator is exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$5,165.04.

Adopted on this 28th day of March, 2022

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

Attest:

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

28 March 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the Fairhope City Council hereby accepts a donation from the Fairhope Single Tax Colony on behalf of the Fairhope Police Department that will go towards the purchase of D.A.R.E. vehicles to be used by the School Resource Officers in the amount of \$40,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4414-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the Fairhope City Council hereby accepts a donation from the Fairhope Single Tax Colony on behalf of the Fairhope Police Department that will go towards the purchase of D.A.R.E vehicles to be used by the School Resource Officers in the amount of \$40,000.00.

Adopted on this 28th day of March, 2022

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James Reid Conyers.,  
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 a contract with Safe Span, LLC to provide Professional Engineering Services for Bi-Annual Bridge Inspections for (RFQ No. PS005-22); with a not-to-exceed amount of \$10,400.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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28 March 2022

**RESOLUTION NO. 4415-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to execute a contract with Safe Span, LLC to provide Professional Engineering Services for Bi-Annual Bridge Inspections for (RFQ No. PS005-22); with a not-to-exceed amount of \$10,400.00.

DULY ADOPTED THIS 28TH DAY OF MARCH, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the 100% engineering plans and authorizes their submittal to the Alabama Department of Conservation and Natural Resources and the United States Treasury for Phase I of the “Working Waterfront Green Space Project – Fairhope Municipal Pier and South Beach Park Improvements,” the City of Fairhope’s subaward grant from the ADCNR as part of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act (Restore Act). Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 4416-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, That the City Council approves the 100% engineering plans and authorizes their submittal to the Alabama Department of Conservation and Natural Resources and the United States Treasury for Phase I of the “Working Waterfront Green Space Project – Fairhope Municipal Pier and South Beach Park Improvements,” the City of Fairhope’s subaward grant from the ADCNR as part of the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf States Act (RESTORE Act).

DULY ADOPTED THIS 28TH DAY OF MARCH, 2022

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

Attest:

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

28 March 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection by Mayor Sherry Sullivan for Professional Consulting Services of International Code Council, Inc. for 3rd Party Review of Construction Documents for (RFQ PS010-22) for the Building Department; and hereby authorizes the Mayor to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

**RESOLUTION NO. 4417-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection by Mayor Sherry Sullivan for Professional Consulting Services of International Code Council, Inc. for 3<sup>rd</sup> Party Review of Construction Documents for (RFQ PS010-22) for the Building Department; and hereby authorizes Mayor to negotiate the not-to-exceed fee to be approved by Council.

Adopted on this 28th day of March, 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 Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to add the job position of Lineman Crew Leader, Grade 25; the City Council approves the Job Description and Grade of Pay for same; and to fill with appropriate person within the Paygrade. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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28 March 2022

**RESOLUTION NO. 4418-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to add the following Job Position; the City Council approves the Job Description and Grade of Pay for same; and to fill with appropriate person within the Paygrade. Councilmember Burrell questioned the Personnel Board and their approval. Mayor Sullivan explained the process and working with the Personnel Board.

<b>Addition:</b>	<b>Job Positions</b>	<b>Grade of Pay</b>
	Lineman Crew Leader	25

ADOPTED THIS 28TH DAY OF MARCH, 2022

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James Reid Conyers, Jr.,  
Council President

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Martin moved to grant the request of Molly Spain requesting permission to use the sidewalks and grassy area of Utopia Park for a Baldwin County Trailblazer event: "2nd Annual Chalk the Trail" on Saturday, April 23, 2022 from 12:00 – 5:00 p.m. with an alternate rain date of Sunday, April 24, 2022 from 12:00 – 5:00 p.m. If Utopia Park is not available, a secondary request for the event to be held on the same date and time at the Orange Street Pier location, utilizing the sidewalks both North and South of Orange Street parking lot. Chalk the Trail will utilize the sidewalks in this area for participants to create sidewalk art as well as the grassy area for event festivities. The event raises awareness to get people out on the trails as well as funds for the Baldwin County Trailblazers. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Mayor Sullivan thanked Scott Hutchinson and Jessica Walker for working on the Working Waterfront Project; and all others who helped.

28 March 2022

Councilmember Burrell 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 6:34 p.m.

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James Reid Conyers, Jr.,  
Council President

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Lisa A. Hanks, MMC  
City Clerk





Monday, 28 March 2022

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- Recreation Director Pat White addressed the City Council and gave an update. He mentioned the Fels Park fencing project; and the concession stand at Manley Soccer Field is being run by City staff.
- Gas Superintendent Terry Holman addressed the City Council and explained Agenda Item No. 12; and answered any questions if needed. He said the gas meters will be on the next agenda. Mr. Holman thanked City Council; and said he has enjoyed working for the City.
- Water and Sewer Superintendent Jason Langley addressed the City Council and explained Agenda Items No. 9, No. 13, No. 14, and No. 16; and answered any questions if needed. Mr. Langley said the bid for Valley Street Lift Station was to demolish and to replace this lift station; and it will be paid for with ARPA funds.
- Community Affairs Director Paige Crawford addressed the City Council and explained Agenda Item No. 11; and said there may a change order later. She mentioned the Easter Bunny, Sunrise Service, and Earth Day Mobile Bay.
- Building Official Erik Cortinas addressed the City Council regarding Agenda Item No. 20 for reviewing the USA second building and Carmel Flats construction documents; and answered any questions if needed.
- Mayor Sullivan addressed the City Council and explained Agenda Item No. 21; and answered any questions if needed.
- Richard Johnson addressed the City Council and said we now need to reject the bid for the Turn Lane Construction and Traffic Signal Upgrade on Gayfer Avenue at U. S. 98 due to advertisement technicality. He said we need to advertise in three distinct newspapers viewed statewide to meet Federal guidelines.
- Mayor Sullivan mentioned Church and Fairhope Project and that we are helping businesses with customers knowing that these are open. She also said we are making sure customers know which way to go on Church street.

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 5:29 p.m.

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James Reid Conyers, Jr.,  
Council President

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Lisa A. Hanks, MMC  
City Clerk

**LEDGESTONE**

The rugged relief of Ledgestone blocks give projects a random, stacked stone appearance. With up to 115 square feet (10.5 square meters) of non-repeating texture, it'll be tough to tell all that large block power is behind that pretty face. It's a win-win.



**COBBLESTONE**

When it comes to classic good looks, Cobblestone is where it's at. Each one-ton block features the appearance of six smaller blocks, creating a timeless aesthetic. Sometimes, the linear appeal of a smaller stacked stone provides the enduring impact you're looking for in a wall.



**LIMESTONE**

The six square feet (0.5 square meters) of face per Limestone block leaves a large, lasting impression. Crafted from real split limestone, the quarried stone texture means there's no need to sacrifice on style for function—you can get both at a grand scale!



**KINGSTONE**

Striking a balance between the grandiose scale of Limestone and rugged relief of Ledgestone, Kingstone appears weathered by water and time like the crown of a natural stone outcropping. With each Redi-Rock block looking like a large, quarried stone, Kingstone will transform retaining walls into castle-worthy walls.



Ledgestone



Cobblestone



Limestone



Kingstone

## Car Size Options:

(standard open cars shown)



## ADA / XXL

- 5ft x 5ft interior floor space + additional bench seat
- 36in door opening
- 6-10 passengers

## Upgrade Options – Car Canopy:

(all canopy options available on both open and full height car styles)



### Wood

- Type: Wood style canopy roof upgrade for shade and some weather protection
- Material: IPE wood and steel framing, many design options
- Uses: Open or full height wall cars



## Upgrade Options – Car Canopy:

(all canopy options available on both open and full height car styles)



### Standard Polycarbonate

- Type: Gable style canopy roof upgrade for shade and weather protection
- Material: Clear see-through polycarbonate
- Uses: Open or full height wall cars

## Upgrade Options – Car Canopy:

(all canopy options available on both open and full height car styles)



### Fabric

- Type: Fabric style canopy roof upgrade for shade and weather protection
- Material: Outdoor rated Sunbrella® fabric – color & pattern options
- Uses: Open or full height wall cars

## Upgrade Options – Car Canopy:

(all canopy options available on both open and full height car styles)



## Cable Car

- Type: Cable car style canopy roof upgrade for shade and weather protection
- Material: Sheet metal construction with powder coat paint finish
- Uses: Open or full height wall cars

## Upgrade Options – Car Canopy:

(all canopy options available on both open and full height car styles)



### Dome Polycarbonate

- Type: Dome style canopy roof upgrade for shade and weather protection
- Material: Clear see-through polycarbonate
- Uses: Open or full height wall cars





CONCEPT A



CONCEPT B



CONCEPT C



CONCEPT D





Conceptual Ideas for  
**FAIRHOPE CLOCK PLAZA**

 **CHRISTIANPREUS**  
Landscape Architecture





Analysis

## FAIRHOPE CLOCK PLAZA

- Not Enough Shade
- Post Net Building Too Exposed
- No Seating
- No Outdoor Character
- Pavement Looks Dingy





Conventional Plaza

Parklet



Precedents  
**FAIRHOPE CLOCK PLAZA**



Traditional



Contemporary



Precedents  
**FAIRHOPE CLOCK PLAZA**





Flexible Seating



Fixed Seating



Precedents  
**FAIRHOPE CLOCK PLAZA**



Umbrella Shade

Precedents

## FAIRHOPE CLOCK PLAZA







Structured Shade



Precedents

## **FAIRHOPE CLOCK PLAZA**



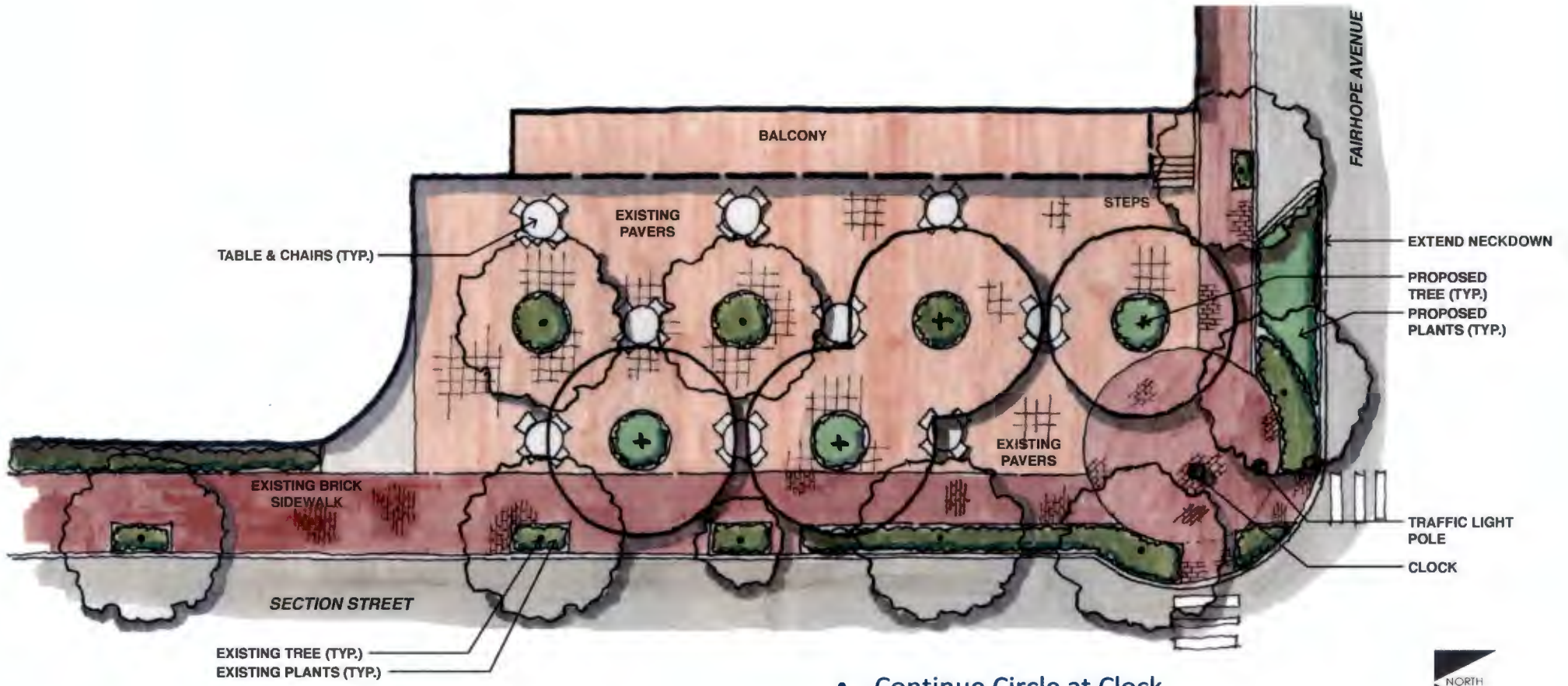
Natural Shade

Precedents

## FAIRHOPE CLOCK PLAZA



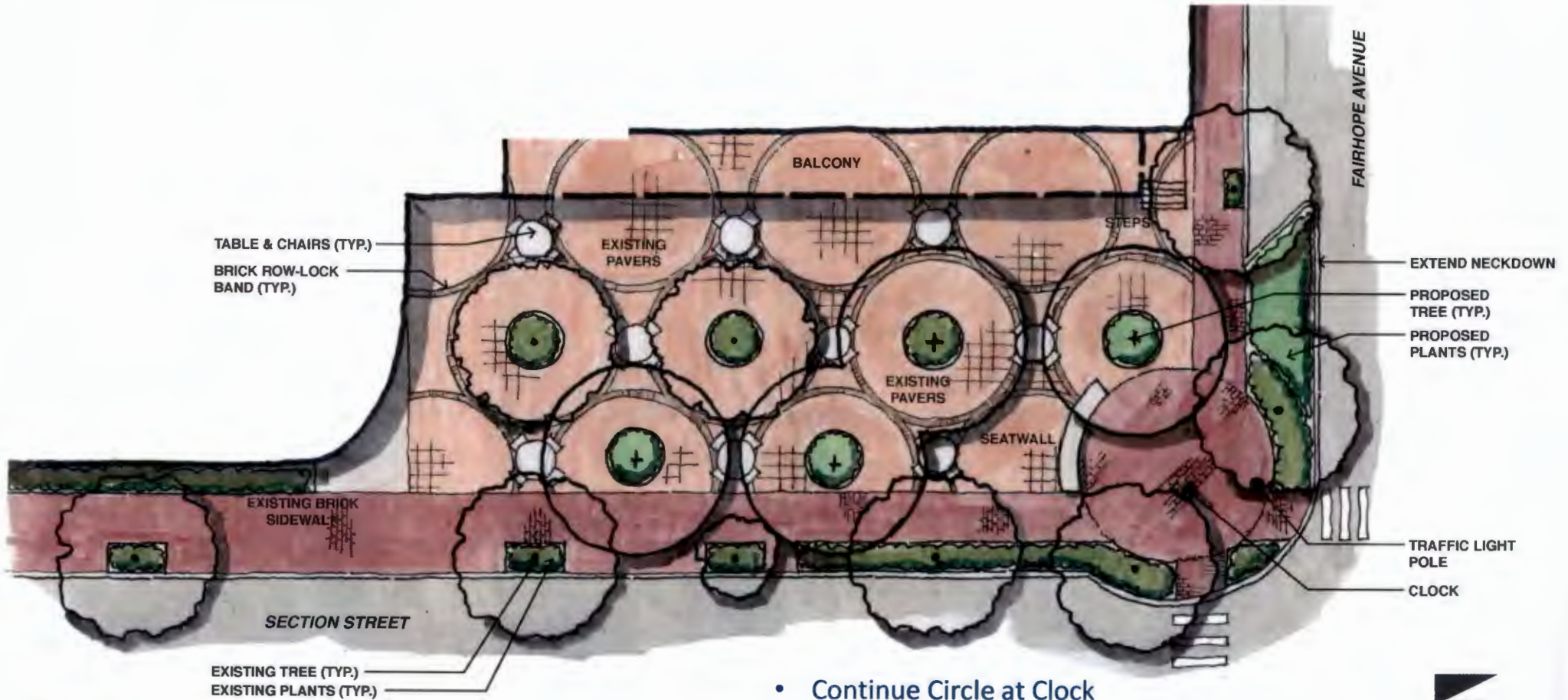




Concept Plan 'A'  
**FAIRHOPE CLOCK PLAZA**

- Continue Circle at Clock
- Add Trees in Existing Pavers
- Add Flexible Seating
- Install Lights in Trees
- Curb Bulb Out with Wayfinding





Concept Plan 'B'  
**FAIRHOPE CLOCK PLAZA**

- Continue Circle at Clock
- Add Trees in New Circular Paver Pattern
- Install Seat Wall for People Watching
- Install Lights in Trees
- Curb Bulb Out with Wayfinding



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 Central Business District; and,

**WHEREAS**, after the appropriate public notice and hearing of ZC 21.17, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

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

1. **THAT**, Article V, Section B. CBD – Central Business District Overlay, be hereby amended to read as follows:
  3. **Uses** – All uses permitted in the underlying zoning district are allowed in the CBD Overlay, provided that uses of property shall meet the intent of the Comprehensive Plan and Section E.1 of this Article. Any future rezoning in the CBD overlay may be conditioned so that the goals and intent of the Comprehensive Plan and Article V., Section B.1. of the Zoning Ordinance are achieved.
    - a. Rooftop Terraces shall be an allowed Accessory Use permitted on all lots zoned B-2, General Business District located within the CBD. The following standards shall apply to all Rooftop Terraces:
      - (1) Except as provided below in this Section, the height of all structures on or within a Rooftop Terrace shall not exceed forty feet (40’).
      - (2) The outer boundary of a Rooftop Terrace shall be defined using a barrier meeting the City of Fairhope Building Code.
      - (3) For Rooftop Terraces located atop three story buildings the following standards apply:
        - a. For the purpose of the Zoning Ordinance and this Section, a Rooftop Terrace shall not be considered a story.
        - b. Elevators and stairwells, providing access to Rooftop Terrace, may be allowed to exceed forty feet (40’) by no more than five feet (5’) provided: such elevators and stairwells and their associated mechanical equipment and enclosed areas shall not cover more than 7.5% of the total square footage of the rooftop, shall not be viewable from sidewalks located in public rights-of-way that abut the building at the ground level, and shall be located a minimum of ten feet (10’) from any lot line.
        - c. Structures, other than those used for elevators and stairwells, may be opened or enclosed, but shall not cover more than 25% of the total square footage of the rooftop and shall be located a minimum of ten feet (10’) from any lot line.



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

Page -2-

- (4) Temporary structures, such as tents, awnings, and umbrellas, may be allowed on Rooftop Terraces provided: (a) such structures shall be in use for less than 24 hours at a time, (b) such structures are secured via anchor points integrated into the building and can withstand winds up to 60mph, (c) and the anchor design shall be sealed by a structural Engineer. Any damage caused by these structures are the responsibility of the property owner who shall sign a hold harmless agreement at time of permitting.

2. **THAT**, Article IX, Section C. Defined Terms, be hereby amended to read as follows:

*Rooftop Terrace*: A outdoor amenity area located on the roof of a building. A rooftop terrace shall be accessory to the primary use of the building. Individually owned and operated businesses or venues shall not occupy a rooftop terrace.

**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 11th day of April, 2022.

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

Attest:

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

Adopted and approved this 11th day of April, 2022.

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



City of Fairhope  
City Council

March 28, 2022



## ZC 21.17 Zoning Amendment

The following is a proposed amendment to change and alter the City of Fairhope Zoning Ordinance to revise Article V, Section B. CBD to add a subsection for Rooftop Terraces. The Planning Commission, with a vote of **6 Ayes** and **0 Nays**, recommended the City Council **Approve** the attached amendment.

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### Update (March 16, 2022)

Per City Council comments, the language recommended by the Planning Commission was amended to:

- change total square footage of structure on a Rooftop Terrace from 33% to 25%.
- allow temporary structures within a Rooftop Terrace under certain conditions.

Revised language included in the attached Ordinance.



## NEXT STEPS

- Present Plans to Building Owner / City
- Get Detailed Existing Conditions Survey
- Develop Design / Budget
- Construction Documents
- Bid Out
- Build



Next Steps

**FAIRHOPE CLOCK PLAZA**

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE AMENDING ORDINANCE NO. 1253 KNOWN AS THE ZONING  
ORDINANCE TO AMEND ORDINANCE NO. 1703: A PLANNED UNIT  
DEVELOPMENT KNOWN AS THE RESERVE AT FAIRHOPE PUD**

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

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

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

The property of Dominion Partners generally located southwest of the intersection of Greeno Rd and Volanta Ave, Fairhope, Alabama.

**THE RESERVE AT FAIRHOPE PUD AMENDMENT**

**PPIN #: 386193 & 386197**

**Legal Description:** (Case number ZC 22.02)

**PARCEL A:**

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

**PARCEL B:**

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

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

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

Layout: Internal roads and siting of the cottages, amenities and clubhouse were revised and shall conform to the attached site plan.

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

- 1 175' x 250' Professional Office Pad

Professional Office Pad: Allowable uses within this 175' x 250' space designated on the site plan are as follows:

- Convalescent or Nursing Home – a business providing living accommodations and care for persons suffering from illness, other than mental or contagious. Which is not of sufficient severity to require hospitalization, or for persons requiring further institutional care after being discharged from a hospital, and where non-resident staff is present for more than 8 hours per day.
- Medical Office/Clinic – a place used for the care, diagnosis, and treatment of ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board.
- Professional Office – a building occupied by a profession and offering professional services to clients, customers, or patrons which may involve occasional on-site contact with clients, customers, or patrons. Examples include architect, accountant, real estate, engineer, lawyer, or other similar professions.
- Common Open Space – any space dedicated for common use by a group of citizens due to property ownership, residency, or patronage of facilities associated with the open space, exclusive of rights-of-way and easements, and open from the ground to the sky. Common open space does not include any impervious surfaces designated for automobile use or any required yard setback.

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

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A mandatory Site Plan Review shall be required for the Professional Office Building when/if developed.

**Building Height:** The maximum building height for the professional office buildings(s) shall be 30' to align with adjacent B-2 zoned property.

**Landscape:**

- Landscaping, including overstory trees, shall be planted in the 20' landscape buffer adjacent to Greeno Rd.
- A visual landscape buffer shall be planted along the western property to provide a buffer to those residents on Audubon Pl and shall be maintained by the Owner of The Reserves at Fairhope. Once planted, the buffer shall remain natural, except for the allowance of plant material to be installed to maintain a visual barrier.

**Greenspace:** The previously approved PUD provided 26% greenspace. The proposed site plan provides 30.1% greenspace with ponds that were converted to wet ponds. When developed, the professional office site shall provide a minimum of 25% greenspace.

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

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

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

Adopted and approved this 11th day of April, 2022.

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

Attest:

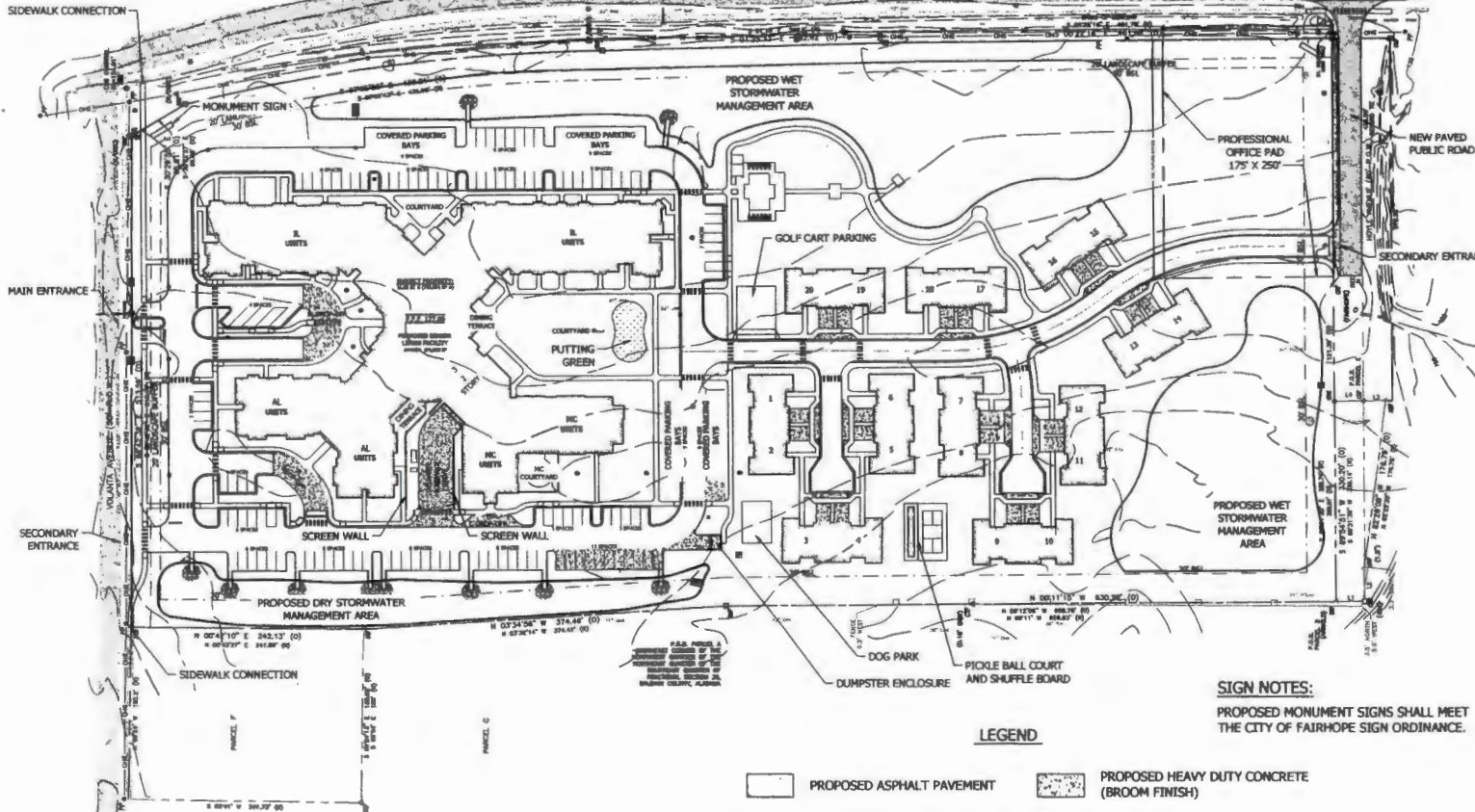
By: \_\_\_\_\_  
Lisa A. Hanks. MMC  
City Clerk

Adopted and approved this 11th day of April, 2022.

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



GREENO ROAD - AKA U.S. HIGHWAY 98 (180' R.O.W.)

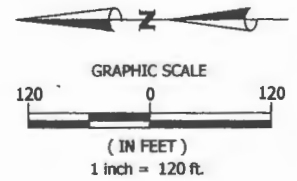


SITE DATA TABLE	
TAX PARCEL ID:	05-46-03-29-0-002-001.001 05-46-03-29-0-002-001.004
PARCEL SIZE:	18.62 AC
EXISTING ZONING:	R-1, LOW DENSITY SINGLE-FAMILY
PROPOSED ZONING:	PUD
PUD ACREAGE:	18.62 AC
<b>BUILDING FOOTPRINTS</b>	
FRONT:	30'
SIDE & STREET SIDE:	30'
REAR:	30'
<b>BUILDING HEIGHTS</b>	
BUILDING HEIGHT:	MAX. 34' DAVE HEIGHT
BUILDING COVERAGE:	MAX. 25% (4.15 AC)
DEPRV. COVERAGE (INC. BLDGS):	MAX. 40% (7.48 AC)
SENIOR HOUSING:	148 TOTAL UNITS = 74,748 SF / STORY
	3 STORY - INDEPENDENT LIVING: 84 UNITS (56% OF TOTAL)
	3 STORY - ASSISTED LIVING: 32 UNITS (22% OF TOTAL)
	1 STORY - MEMORY CARE: 32 UNITS (22% OF TOTAL)
DUPLICX VILLAS:	20 UNITS (1,350 SF / UNIT EXCLUDES GARAGE)
NET DENSITY:	148 UNITS / 56.62 AC = 2.61 UNITS/AC
<b>PROVIDED:</b>	
SENIOR HOUSING:	1 SPACE / 4 BDR. PLUS 1 SPACE / 4 EMPLOYEES = 52 SPACES
VEHICLE PARKING:	178 SPACES (INC. 20 HV) (INC. 18 COMPACT SPACES)
VILLAS VEHICLE PARKING:	1 SPACE/UNIT = 20 SPACES
PROFESSIONAL OFFICE PAD:	30 SPACES (INC. 4 HV) (PER CITY ORDINANCE)
<b>MIN. 5' WIDTH</b>	
SIDEWALK WIDTH:	MIN. 5' WIDTH
PARKING SPACES:	187(2)'
COMPACT PARKING SPACES:	8(2)'
DRIVE AISLE (SENIOR HOUSING):	28' WIDE
DRIVE AISLE (DUPLICX):	24' WIDE

**SIGN NOTES:**  
PROPOSED MONUMENT SIGNS SHALL MEET THE CITY OF FAIRHOPE SIGN ORDINANCE.

**LEGEND**

- PROPOSED ASPHALT PAVEMENT
- PROPOSED PERMEABLE PAVEMENT
- PROPOSED LIGHT DUTY CONCRETE (BROOM FINISH)
- PROPOSED HEAVY DUTY CONCRETE (BROOM FINISH)
- PROPOSED DECORATIVE CONCRETE



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



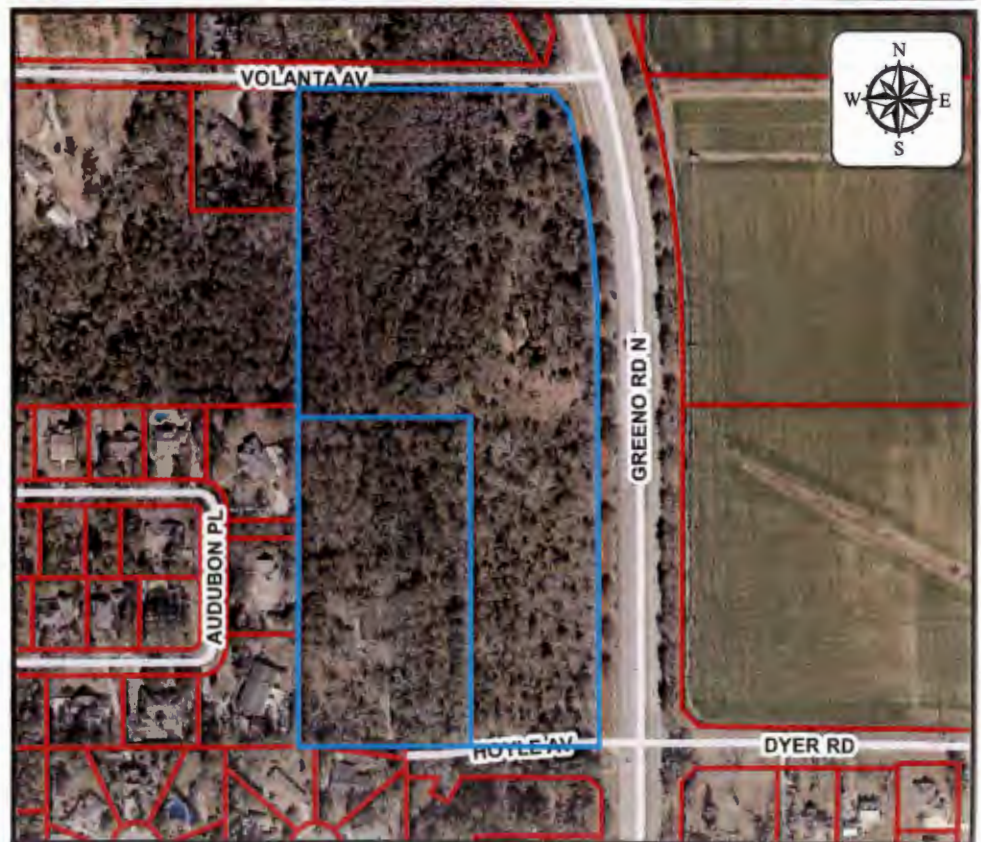
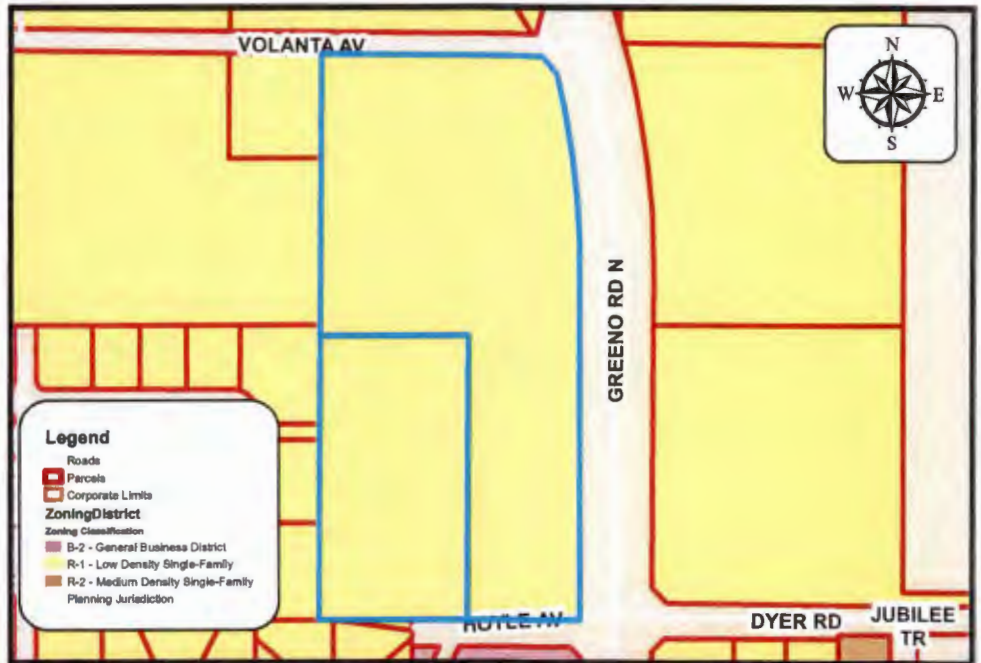
# City of Fairhope City Council



March 28, 2022

Planning Commission unanimously (8 Ayes, 0 Nays) voted to recommend approval of ZC 22.02

## ZC 22.02 - Reserve PUD Amendment



<b>Project Name:</b>	Reserve PUD Amendment
<b>Site Data:</b>	16.78 acres
<b>Project Type:</b>	PUD Amendment
<b>Jurisdiction:</b>	Fairhope Planning Jurisdiction
<b>Zoning District:</b>	PUD
<b>PPIN Number:</b>	386193, 386197
<b>General Location:</b>	West side of U.S. Highway 98 (Greeno Road) and South of Volanta Avenue
<b>Surveyor of Record:</b>	Smith, Clark & Associates, LLC
<b>Engineer of Record:</b>	Jade Consulting
<b>Owner / Developer:</b>	Dominion Senior Living of Fairhope, LLC
<b>School District:</b>	Fairhope Elementary School Fairhope Middle and High Schools
<b>Recommendation:</b>	Approved w/ Conditions
<b>Prepared by:</b>	Hunter Simmons



**APPLICATION FOR ZONING DISTRICT CHANGE**

Seller

**Property Owner / Leaseholder Information**

Name: Dominion Senior Living of Fairhope, LLC Phone Number: 205.775.6086  
 Street Address: 1200 Corporate Drive, Ste. 225  
 City: Birmingham State: AL Zip: 35242

**Applicant / Agent Information**

If different from above.

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

Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Current Zoning of Property: PUD  
 Proposed Zoning/Use of the Property: PUD amendment  
 Property Address: 730 Volanta Ave., Fairhope  
 Parcel Number: 05-46-03-39-0-002-003.001 & 05-46-03-39-0-002-003.004  
 Property Legal Description: See attached  
 Reason for Zoning Change: See attached

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

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

Zoning Fee Calculation:  
**Reference: Ordinance 1269**

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

Withers Poellnitz  
 Property Owner/Leaseholder Printed Name  
12/14/21  
 Date

[Signature]  
 Signature  
 Fairhope Single Tax Corp. (If Applicable)



**Summary of Request:**

The applicant, Dominion Senior Living of Fairhope, LLC., is requesting to amend the existing PUD, known as The Reserve at Fairhope (Ord. 1703). The property is approximately 16.62 acres and is located at the SW intersection of Greeno Rd and Volanta Ave. Trey Jinright with Jade Consulting is the authorized agent representing the case.

In general, the large multi-use building to the north remains unchanged. The patio homes were rearranged, along with the amenities; the stormwater management area was refined into ponds; and a proposed office site was included adjacent to Hoyle Ave. Other than the professional office site, no new units were created. Figures 1 and 2 illustrate the existing and proposed site plans.

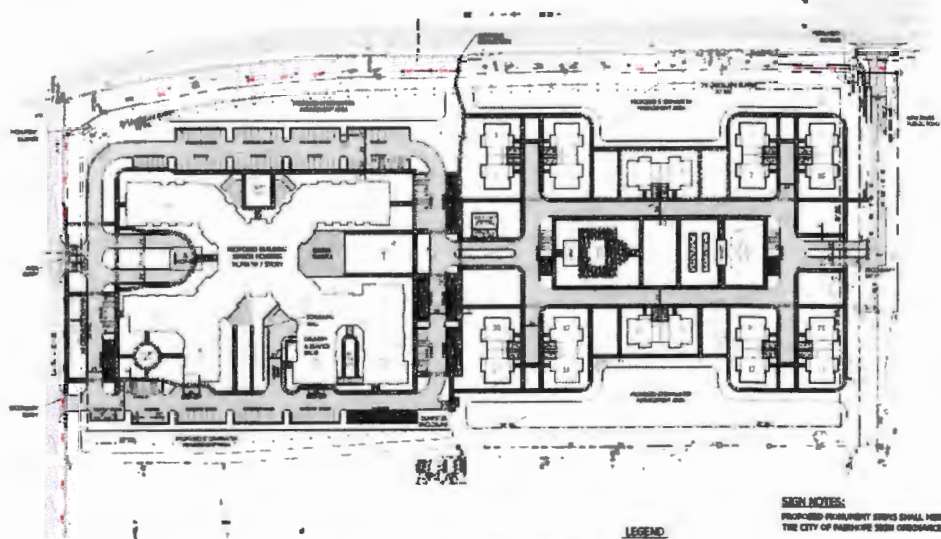


Figure 1: Existing Site Plan

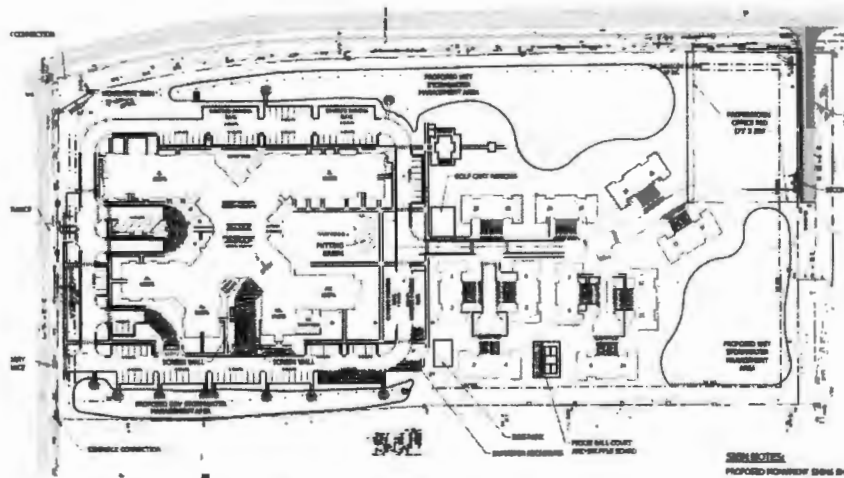


Figure 2: Proposed Site Plan

The proposed layout of the patio homes reduces internal roads and impervious surfaces. A pickleball court was added, as well as a dog park. Staff believes the proposed ponds are more attractive than those on existing plans, especially as seen from Greeno Rd. Landscaping within the 20' landscape buffer fronting Greeno Rd, including trees, is not shown on the plan, but shall be required on revised landscape plans.

Relatedly, there were trees preserved along the western property line, but once the understory brush and invasive plants were removed, residents of Audubon Place lost their visual buffer. The developer has plans and is working on installation of new buffer plantings. However, as a condition of approval, staff recommends a required visual buffer be present and maintained through the life of the PUD. The site plan shall reflect the required buffer.

**Greenspace**

The existing site plan provided 26% greenspace (25% required). The proposed site plan provides 30.1% greenspace. The ponds that were converted to wet ponds make up most of the difference. When developed, the professional office site shall provide a minimum 25% greenspace as well.

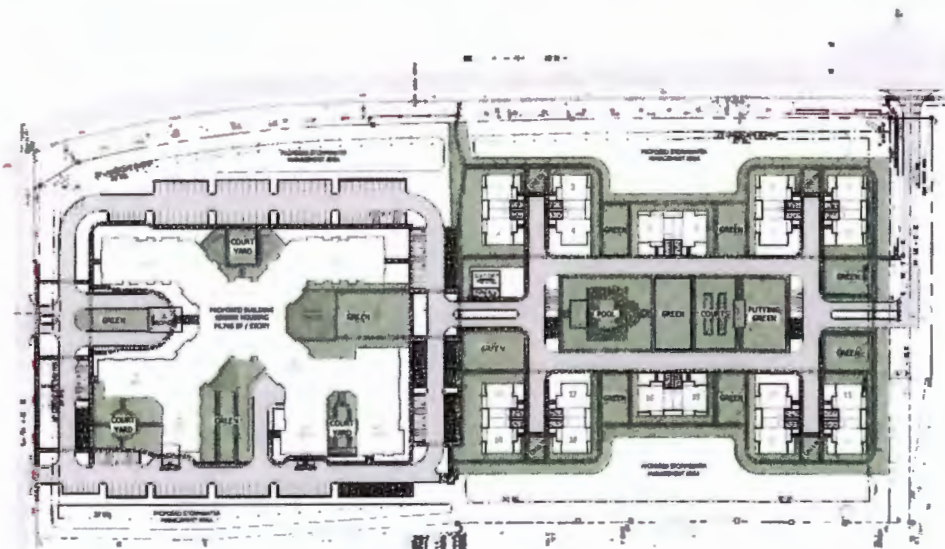


Figure 3: Existing Greenspace Plan

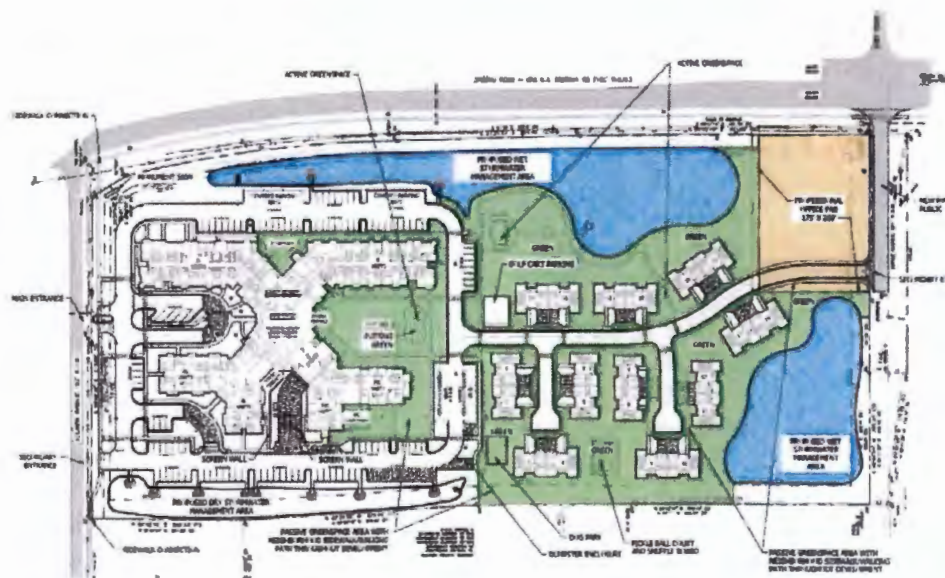


Figure 4: Proposed Greenspace Plan

## Professional Office

A professional office 'pad' is proposed on the NW corner of Greeno Rd and Volanta Ave. Building size and exact use are currently unknown. Separate setbacks were not provided for the professional office location. As proposed, the building setback will follow the 30' setback off Greeno Rd. However, it has no setback along the private drive. Staff contemplated requiring all setbacks as though this was an individual lot, but a building fronting the private drive may be appealing. However, with the maximum eave height within the PUD of 34', staff recommends limiting the professional office building(s) to 30' max to align with adjacent B-2 zoned property.

The applicant proposes the following uses for the professional office building(s).

### ALLOWABLE USES FOR 175' X 250' PROFESSIONAL OFFICE PAD:

#### *CONVALESCENT OR NURSING HOME*

A BUSINESS PROVIDING LIVING ACCOMMODATIONS AND CARE FOR PERSONS SUFFERING FROM ILLNESS, OTHER THAN MENTAL OR CONTAGIOUS, WHICH IS NOT OF SUFFICIENT SEVERITY TO REQUIRE HOSPITALIZATION, OR FOR PERSONS REQUIRING FURTHER INSTITUTIONAL CARE AFTER BEING DISCHARGED FROM A HOSPITAL, AND WHERE NON-RESIDENT STAFF IS PRESENT FOR MORE THAN 8 HOURS PER DAY.

#### *MEDICAL OFFICE/CLINIC*

A PLACE USED FOR THE CARE, DIAGNOSIS AND TREATMENT OF AILING, INFIRM, OR INJURED PERSONS, AND THOSE WHO ARE IN NEED OF MEDICAL AND SURGICAL ATTENTION, BUT WHO ARE NOT PROVIDED WITH BOARD.

#### *PROFESSIONAL OFFICE*

A BUILDING OCCUPIED BY A PROFESSION AND OFFERING PROFESSIONAL SERVICES TO CLIENTS, CUSTOMERS, OR PATRONS WHICH MAY INVOLVE OCCASIONAL ON-SITE CONTACT WITH CLIENTS, CUSTOMERS OR PATRONS. EXAMPLES INCLUDE ARCHITECT, ACCOUNTANT, REAL ESTATE, ENGINEER, LAWYER, OR OTHER SIMILAR PROFESSIONS.

#### *COMMON OPEN SPACE*

ANY SPACE DEDICATED FOR COMMON USE BY A GROUP OF CITIZENS DUE TO PROPERTY OWNERSHIP, RESIDENCY, OR PATRONAGE OF FACILITIES ASSOCIATED WITH THE OPEN SPACE, EXCLUSIVE OF RIGHTS-OF-WAY AND EASEMENTS, AND OPEN FROM THE GROUND TO THE SKY. COMMON OPEN SPACE DOES NOT INCLUDE ANY IMPERVIOUS SURFACES DESIGNATED FOR AUTOMOBILE USE OR ANY REQUIRED YARD OR SETBACK

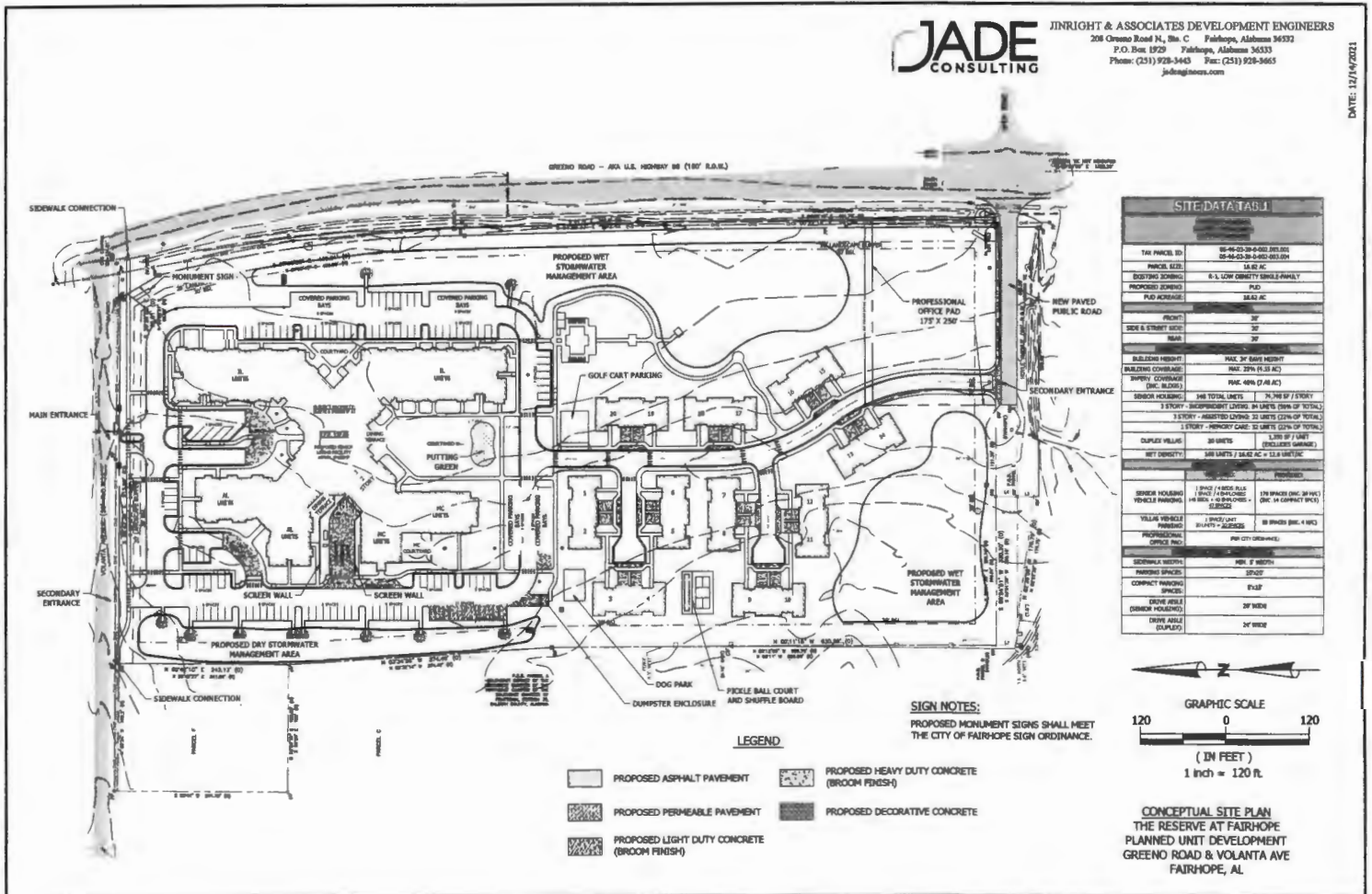
Staff does not foresee conflict with the proposed uses, although, depending on trip generation, a revised traffic study may be required. Staff also recommends a mandatory Site Plan Review of the Professional Office when developed.

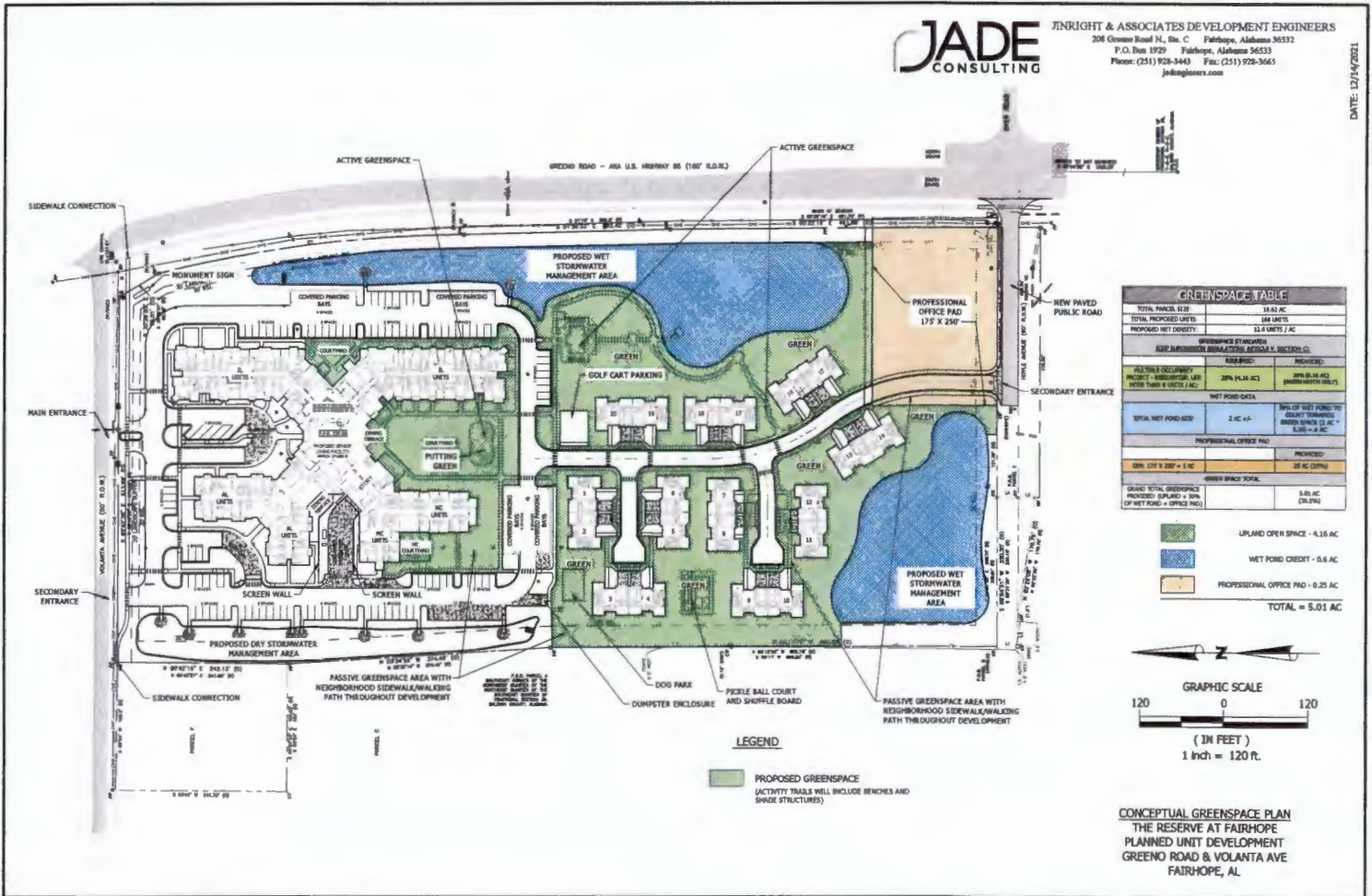
### **Recommendation:**

Staff recommends Case: ZC 22.02 *An Amendment to The Reserve at Fairhope* PUD be **Approved with the following conditions:**

1. Landscaping, including overstory trees, shall be planted in the 20' landscape buffer adjacent to Greeno Rd.
2. A visual landscape buffer shall be planted along the western property to provide a buffer to those residents on Audubon Pl and shall be maintained by the Owner of The Reserves at Fairhope. Once planted, the buffer shall remain natural, except for the allowance of plant material to be installed to maintain a visual barrier.
3. Maximum building height of the Professional Office Building(s) shall be 30'.
4. A mandatory Site Plan Review shall be required for the Professional Office Building when/if developed.

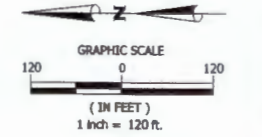






GREENSPACE TABLE	
TOTAL PARCEL SIZE	38.42 AC
TOTAL PROPOSED UNITS	584 UNITS
PROPOSED NET DENSITY	15.2 UNITS / AC
SOUP INFORMATION REGULATORY AGENCY V. SECTION CL.	
PROVIDED	PROPOSED
PROVIDED	PROPOSED
PROVIDED	PROPOSED
WET POND DATA	
TOTAL NET POND SIZE	2 AC +/-
30% OF NET POND TO BE OPEN SPACE	0.6 AC
PROFESSIONAL OFFICE PAD	PROPOSED
0.25 AC	0.25 AC
GREEN SPACE TOTAL	
UPLAND OPEN SPACE	4.16 AC
WET POND CREDIT	0.6 AC
PROFESSIONAL OFFICE PAD	0.25 AC
TOTAL = 5.01 AC	

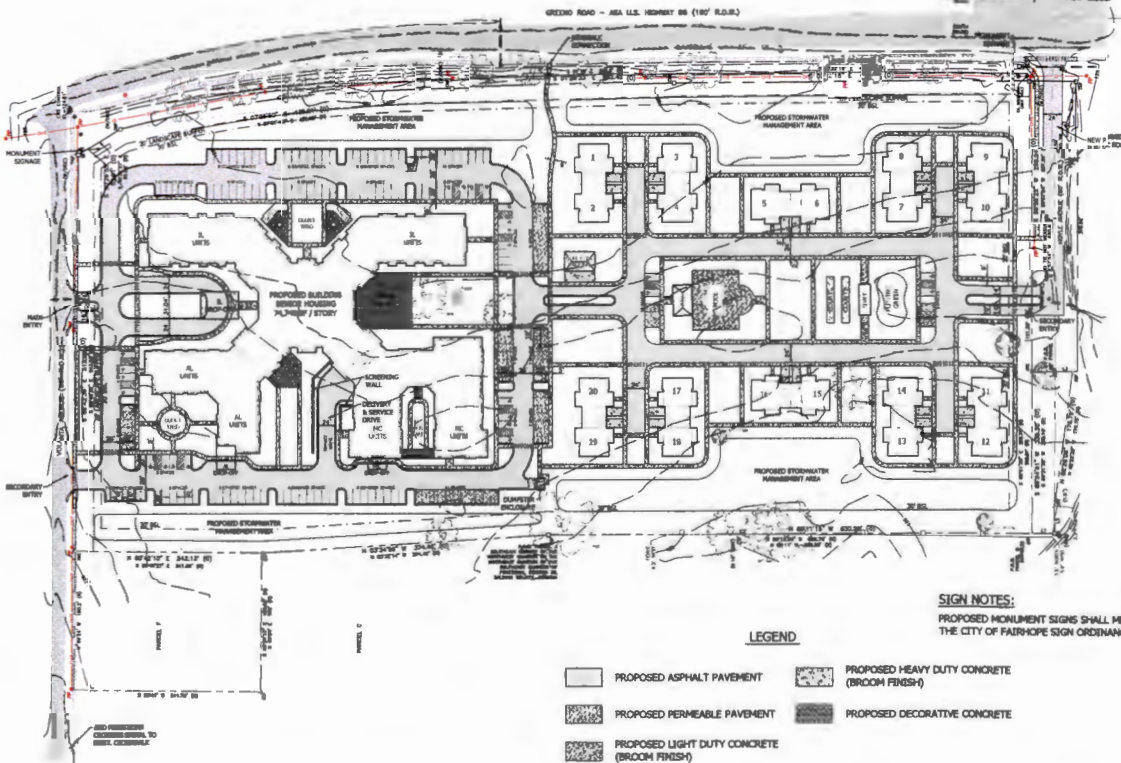
- UPLAND OPEN SPACE - 4.16 AC
- WET POND CREDIT - 0.6 AC
- PROFESSIONAL OFFICE PAD - 0.25 AC
- TOTAL = 5.01 AC



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

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



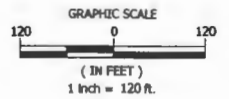


SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE	
TAX PARCEL ID:	15-44-03-20-0-002.883.001 15-44-03-20-0-002.883.002
PARCEL SIZE:	18.43 AC
EXISTING ZONING:	R-1, LOW DENSITY SINGLE-FAMILY
PROPOSED ZONING:	R-2
PLD ACROSSAGE:	18.43 AC
FRONT:	32'
SIDE & REARLY SIDE:	32'
REAR:	32'
BUILDING HEIGHT:	MAX. 34' BAYE HEIGHT
BUILDING COVERAGE:	MAX. 50% (9.31 AC)
IMPACT COVERAGE (INC. BLDGS):	MAX. 40% (7.48 AC)
SENIOR HOUSING:	300 TOTAL UNITS   70.74% SF / STORY
2 STORY - MEMORY CARE:	32 UNITS (20% OF TOTAL)
1 STORY - MEMORY CARE:	1.32 SF / UNIT (EXCLUDES GARAGE)
DUPLEX VEHICL:	20 UNITS
NET DENSITY:	148 UNITS / 18.43 AC = 8.03 UNITS/AC
SENIOR HOUSING VEHICLE PARKING:	1 SPACE / 100 SQ. FT. (100 SPACES / 100,000 SQ. FT.) 100 SPACES / 100,000 SQ. FT. (100 SPACES / 100,000 SQ. FT.)
VEHICLE PARKING:	1 SPACE / 100 SQ. FT. (100 SPACES / 100,000 SQ. FT.)
SENIOR VEHICLE PARKING:	1 SPACE / 100 SQ. FT. (100 SPACES / 100,000 SQ. FT.)
SENIOR VEHICLE PARKING:	1 SPACE / 100 SQ. FT. (100 SPACES / 100,000 SQ. FT.)
PARKING SPACES:	MIN. 5 WEBSITE
COMPACT PARKING SPACES:	15000'
DRIVE WALK DRIVE WALKING:	34' WIDE
DRIVE WALK (BUNDED):	34' WIDE

**SIGN NOTES:**  
 PROPOSED MONUMENT SIGNS SHALL MEET THE CITY OF FAIRHOPE SIGN ORDINANCE.

**LEGEND**

- PROPOSED ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY CONCRETE (BROOM FINISH)
- PROPOSED PERMEABLE PAVEMENT
- PROPOSED DECORATIVE CONCRETE
- PROPOSED LIGHT DUTY CONCRETE (BROOM FINISH)



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

**Application For:**

PUD Rezoning Request

For

**The Reserve at Fairhope**  
A Planned Unit Development

November 18, 2020

Revised: December 14, 2021

**Applicant:**

**DOMINION**  
— P A R T N E R S —

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

**Prepared by:**

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

**• DEVELOPMENT ENGINEERS •**

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

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  - 9. Photometric Plan & Lighting Specification
  - 10. Tree Preservation and Removal Plan
  - 11. Landscape Plan

**Project Team and Contact Information**

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



**Project Narrative**

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

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

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

***Independent Living (IL):***

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

***Assisted Living (AL):***

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

***Memory Care (MC):***

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

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

**Age-in-Place:**

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

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

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

**Services and Amenities**

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

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

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

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

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

#### **175'x 250' Professional Office Pad**

The project will have a 175' x 250' professional office pad located in the South East corner of the site near Hoyle Ave. This area is being reserved for potential uses that could provide support services to this project or the neighboring community. Allowable uses within this 175' x 250' space designated on the site plan are as follows:

- *Convalescent or Nursing Home* – a business providing living accommodations and care for persons suffering from illness, other than mental or contagious. Which is not of sufficient severity to require hospitalization, or for persons requiring further institutional care after being discharged from a hospital, and where non-resident staff is present for more than 8 hours per day.
- *Medical office/clinic* – a place used for the care, diagnosis and treatment of ailing, infirm, or injured persons, and those who are in need of medical and surgical attention, but who are not provided with board.
- *Professional office* – a building occupied by a profession and offering professional services to clients, customers, or patrons which may involve occasional on-site contact with clients, customers or patrons. Examples include architect, accountant, real estate, engineer, lawyer, or other similar professions.
- *Common Open Space* – any space dedicated for common use by a group of citizens due to property ownership, residency, or patronage of facilities associated with the open space, exclusive of rights-of-way and easements, and open from the ground to the sky. Common open space does not include any impervious surfaces designated for automobile use or any required yard or setback.



**Site Description:**

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

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

Senior housing communities are some of the lowest impact real estate developments there are. Traffic studies show that these communities have a much lower traffic count when compared to similar size projects on the residential or commercial side. Due to the inherent nature and habits of the residents there is no appreciable noise impact on the community. Lighting on the property is understated and purposeful; residents keep early hours and prefer ground-focused, clear light that does not intrude into their homes or create undue glare upon approach or from within. In fact, the lighting package for the proposed project shows a 0.0 foot-candle reading around the perimeter of the property.

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

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

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

The 175' x 250' professional office pad located in the South East corner of the site near Hoyle Ave and Greeno Road shall be developed in accordance with and follow full compliance with the City of Fairhope development standards that are governing at such time whenever the development of this professional office project is submitted to the City of Fairhope for approval.



**Employees:**

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

**Construction:**

Construction is proposed and projected to begin in July 2021 and will take approximately 20 months. There will be no phasing of the construction – everything will be built at once. Any development of the professional office pad will be under an independent schedule that will be determined at a later date.

**Architectural Narrative:**

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

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

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

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

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

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

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

SITE DATA TABLE	
STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE	
TAX PARCEL ID:	05-46-03-39-0-002.003.001 05-46-03-39-0-002-003.004
PARCEL SIZE:	16.62 AC
EXISTING ZONING:	R-1, LOW DENSITY SINGLE-FAMILY
PROPOSED ZONING:	PUD
PUD ACREAGE:	16.62 AC
<b>BUILDING SETBACKS:</b>	
FRONT:	30'
SIDE & STREET SIDE:	30'
REAR:	30'
<b>BUILDING AREA &amp; DIMENSIONAL REQUIREMENTS:</b>	
BUILDING HEIGHT:	MAX. 34' EAVE HEIGHT
BUILDING COVERAGE:	MAX. 25% (4.15 AC)
IMPERV. COVERAGE (INC. BLDGS):	MAX. 45% (7.48 AC)
SENIOR HOUSING:	148 TOTAL UNITS      74,748 SF / STORY
	3 STORY - INDEPENDENT LIVING: 84 UNITS (56% OF TOTAL)
	3 STORY - ASSISTED LIVING: 32 UNITS (22% OF TOTAL)
	1 STORY - MEMORY CARE: 32 UNITS (22% OF TOTAL)
DUPLEX VILLAS:	20 UNITS      1,350 SF / UNIT (EXCLUDES GARAGE)
NET DENSITY:	168 UNITS / 16.62 AC = 12.6 UNIT/AC
<b>PARKING STANDARDS:</b>	
	REQUIRED:      PROVIDED:
SENIOR HOUSING VEHICLE PARKING:	1 SPACE / 4 BEDS, PLUS 1 SPACE / 4 EMPLOYEES 148 BEDS + 40 EMPLOYEES = 47 SPACES      178 SPACES (INC. 20 H/C) (INC. 14 COMPACT SPCS)
PROFESSIONAL OFFICE USE:	(PER CITY ZONING ORDINANCE)
VILLAS VEHICLE PARKING:	1 SPACE/UNIT 20 UNITS = 20 SPACES      30 SPACES (INC. 4 H/C)
<b>SIDEWALK &amp; STREET REQUIREMENTS:</b>	
SIDEWALK WIDTH:	MIN. 5' WIDTH
PARKING SPACES:	10'x20'
COMPACT PARKING SPACES:	8'x15'
DRIVE AISLE (SENIOR HOUSING):	26' WIDE
DRIVE AISLE (DUPLEX):	24' WIDE

PROVIDED PARKING BREAKDOWN TABLE	
	PARKING PROVIDED
SENIOR HOUSING INDEPENDENT LIVING	84 SPACES
SENIOR HOUSING ASSISTED LIVING, MEMORY CARE, & STAFF	33 SPACES
COMPACT PARKING SPACES	14 SPACES
PERVIOUS PARKING SPACES	47 SPACES
PROFESSIONAL OFFICE USE	(PER CITY ZONING ORDINANCE)
TOTAL PARKING SPACES	178 SPACES

**ALLOWABLE USES FOR 175' X 250' PROFESSIONAL OFFICE PAD:**

**CONVALESCENT OR NURSING HOME**

A BUSINESS PROVIDING LIVING ACCOMMODATIONS AND CARE FOR PERSONS SUFFERING FROM ILLNESS, OTHER THAN MENTAL OR CONTAGIOUS, WHICH IS NOT OF SUFFICIENT SEVERITY TO REQUIRE HOSPITALIZATION, OR FOR PERSONS REQUIRING FURTHER INSTITUTIONAL CARE AFTER BEING DISCHARGED FROM A HOSPITAL, AND WHERE NON-RESIDENT STAFF IS PRESENT FOR MORE THAN 8 HOURS PER DAY.

**MEDICAL OFFICE/CLINIC**

A PLACE USED FOR THE CARE, DIAGNOSIS AND TREATMENT OF AILING, INFIRM, OR INJURED PERSONS, AND THOSE WHO ARE IN NEED OF MEDICAL AND SURGICAL ATTENTION, BUT WHO ARE NOT PROVIDED WITH BOARD.

**PROFESSIONAL OFFICE**

A BUILDING OCCUPIED BY A PROFESSION AND OFFERING PROFESSIONAL SERVICES TO CLIENTS, CUSTOMERS, OR PATRONS WHICH MAY INVOLVE OCCASIONAL ON-SITE CONTACT WITH CLIENTS, CUSTOMERS OR PATRONS. EXAMPLES INCLUDE ARCHITECT, ACCOUNTANT, REAL ESTATE, ENGINEER, LAWYER, OR OTHER SIMILAR PROFESSIONS.

**COMMON OPEN SPACE**

ANY SPACE DEDICATED FOR COMMON USE BY A GROUP OF CITIZENS DUE TO PROPERTY OWNERSHIP, RESIDENCY, OR PATRONAGE OF FACILITIES ASSOCIATED WITH THE OPEN SPACE, EXCLUSIVE OF RIGHTS-OF-WAY AND EASEMENTS, AND OPEN FROM THE GROUND TO THE SKY. COMMON OPEN SPACE DOES NOT INCLUDE ANY IMPERVIOUS SURFACES DESIGNATED FOR AUTOMOBILE USE OR ANY REQUIRED YARD OR SETBACK

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

**From:** [Ed Mendez](#)  
**To:** [planning](#)  
**Cc:** [Sarah Fischer](#)  
**Subject:** Case ZC22.02 PPIN# 386193, 386197  
**Date:** Thursday, January 27, 2022 12:20:11 PM

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SENT FROM AN EXTERNAL ADDRESS

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To the Fairhope City Planning Department.

Hello my name is Edward Mendez I live at 14 Audubon Pl., Fairhope, AL 36532. In regards to the letter I received; stating that applicant Jade Consulting, LLC acting on behalf of Dominion Senior Living of Fairhope, LLC; would like to make some changes and amend the existing PUD. Can you tell me what changes that they would like to make on this property called Dominion Senior Living of Fairhope?

Another issue:

I'm already not very happy that they cut down all the trees behind the East side of my fence line exposing me to more traffic noise from Greeno Rd, Highway 98.

Are they going to re-plant trees between the setback of their property line and my property line?

I called the city when they were cutting down these trees and I was told that they were supposed to save as many as possible but it looks like they just clear-cut everything.

Kind regards, Edward Mendez

760-566-4695



ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO REPEAL AND REPLACE  
ORDINANCE NO. 1747; AND TO APPROVE THE REVISED LEASE  
TO FAIRHOPE CENTER FOR THE WRITING ARTS, INC.

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

SECTION 1. It is hereby established and declared that the following described real property of the City of Fairhope, Alabama, is not needed for public or municipal purposes during the term of this lease, to-wit:

One single family residence 1024 square feet, 9 North School Street, said house being located on the following property which is not part of this lease:

Block 12, Division 4, less dedicated streets, of the land of the Fairhope Single Tax Corporation in the City of Fairhope, Alabama as per its plat thereof filed for record September 13, 1911 in Miscellaneous Book 1, Pages 320 through 321, Probate Records, Baldwin County, Alabama, Section 17, Township 6 South, Range 2 East, Baldwin County, Alabama.

SECTION 2. The City of Fairhope, Alabama, having received an offer from Fairhope Center for the Writing Arts, Inc. to lease that real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Fairhope, Alabama, to lease said real property to Fairhope Center for the Writing Arts, Inc. under the following terms and conditions, to-wit:

The leased property to be used only as a center for writing and in to be used only as a center for the writing arts and in accordance with uses normally incident hereto and for no other purpose, for the term of five (5) years commencing on April 20, 2022, and ending on April 19, 2027, for the minimum yearly rent of \$1.00 payable as specified in Article 2. Option to renew or extend lease is specified in Article 10.

SECTION 3. Pursuant to the authority granted by Section 11-47-21 of the Code of Alabama of 1975, the Mayor of the City of Fairhope, Alabama, is hereby directed to execute said lease agreement in the name of the City of Fairhope, Alabama.

SECTION 4. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 11TH DAY OF APRIL, 2022

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

ATTEST:

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

ADOPTED THIS 11TH DAY OF APRIL, 2022

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



## **MUNICIPAL LEASE AGREEMENT**

This Lease Agreement is made and entered into this 11th day of April, 2022 at Fairhope, Alabama, by and between THE CITY OF FAIRHOPE, a Municipal Corporation, the "Lessor," and FAIRHOPE CENTER FOR THE WRITING ARTS, INC., a non-profit Alabama Corporation, hereinafter referred to as "Lessee."

### **ARTICLE 1. DEMISE, DESCRIPTION, USE, TERM AND RENT**

Lessor leases to Lessee, and Lessee leases from Lessor, that certain property, hereinafter called the "leased premises," situated in Fairhope, Baldwin County, Alabama, and described as follows:

One single family residence 1024 square feet, 9 North School Street, said house being located on the following property which is not part of this lease:

Block 12, Division 4, less dedicated streets, of the land of the Fairhope Single Tax Corporation in the City of Fairhope, Alabama as per its plat thereof filed for record September 13, 1911 in Miscellaneous Book 1, Pages 320 through 321, Probate Records, Baldwin County, Alabama, Section 17, Township 6 South, Range 2 East, Baldwin County, Alabama.

to be used only as a center for the writing arts and in accordance with uses normally incident hereto and for no other purpose, for the term of five (5) years commencing on April 20, 2022, and ending on April 19, 2027, for the minimum yearly rent of \$1.00 payable as specified in Article 2.

### **ARTICLE 2. RENT**

Lessee shall pay Lessor at Post Office Drawer 429, Fairhope, AL 36533, or at such other place as the Lessor shall designate from time to time in writing, as rent for the leased premises, the minimum yearly sum of \$1.00, payable without demand and in advance on the 1st day of each lease year.

### **ARTICLE 3. INSURANCE**

#### **Lessor's Obligation**

Lessor agrees to and shall, within fifteen (15) days from the date hereof, secure from a good and responsible company or companies doing insurance business in the State of Alabama, and maintain during the entire term of this lease, the following coverage:

- (1) Fire and extended coverage insurance in the amount not less than 100 percent of the value of the leased property and other improvements on the leased premises, provided that insurance in that percentage can be obtained, and, if not, then to the highest percentage that can be obtained less than the said 100 percent.

#### **Lessee's Obligation**

Lessee agrees to and shall, within thirty (30) days from the date hereof, secure from a good and responsible company or companies doing insurance business in the State of Alabama and maintain during the entire term of this lease, the following insurance coverage:

- (1) Public Liability insurance in the minimum amount of \$500,000.00 for loss from an accident resulting in bodily injury to or death of persons and \$100,000.00 for loss from an accident resulting in damage to or destruction of property; and
- (2) Fire and extended coverage insurance on Lessee's fixtures, good, wares, and merchandise in or on the leased premises, with coverage in an amount of not less than the value of said items.

#### **Proof of Coverage**

The original policies may be retained by the insured, but the other party shall have the right to inspect any and all such policies, and the insured, on demand, agrees to furnish the other party proof of payment of the premium or premiums on any such policies.

#### **Protection Against Cancellation**

Proof must also be given by each party to the other, pursuant to the paragraph above, that each of the policies provided for in this Article expressly provides that the policy shall not be cancelled or altered without thirty (30) days' prior written notice to the other party.

#### **Failure to Secure**

If Lessee at any time during the term hereof should fail to secure or maintain the foregoing insurance, the Lessor shall be permitted to obtain such insurance in the defaulting party's name or as the agent of the defaulting party and shall be compensated by the defaulting party for the cost of the insurance premiums. The defaulting party shall pay the other interest on paid insurance premiums at the rate of ten percent (10%) per annum computed from the date written notice is received that the premiums have been paid.

#### **Proceeds**

Proceeds from any such policy or policies shall be payable to Lessor, who shall use such proceeds to make repairs as provided below.

#### **Fire and Casualty Damage**

If the building or other improvements on the leased premises should be damaged or destroyed by fire, flood, or other casualty, Lessee shall give immediate written notice thereof to Lessor.

#### **Total Destruction**

If the building on the leased premises should be totally destroyed by fire, flood, or other casualty, or if it should be so damaged that rebuilding or repairs cannot reasonably be completed within ninety (90) days from the date of written notification by Lessee to Lessor of the occurrence of the damage, this lease shall terminate and rent shall be abated for the un-expired portion of this lease, effective as of the date of said written notification.

#### **ARTICLE 4. UTILITIES**

Lessor shall during the term hereof pay all charges for gas, electricity, and water used in or on the leased premises; and to pay all charges for repairs to water meters on the leased premises whether necessitated by ordinary wear and tear, temperature extremes, accident, or any other causes.

#### **ARTICLE 5. WASTE AND NUISANCE**

Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purposes.

#### **ARTICLE 6. REPAIRS**

Lessor shall have fourteen days from the execution of this agreement to inspect the current condition of all mechanical, electrical and plumbing systems associated with the leased premises. Once Lessor is satisfied, in its sole discretion, the systems have been presented and are in well maintained and working order, Lessor and Lessee agree Lessor shall then be responsible for the routine maintenance and repair of all future mechanical, electrical, and plumbing systems associated with the premises. After satisfactory inspection and turnover, Lessor shall not be required to repair or replace any mechanical, electrical or plumbing system damage caused by negligent or willful acts of the Lessee, its agents, employees, students or invitees. Lessor may repair damage caused by negligent or willful acts of the Lessee, its agents, employees, or invitees and charge back Lessee for said repair or replacement.

#### **ARTICLE 7. ALTERATIONS, IMPROVEMENTS, AND FIXTURES**

Lessee shall have the right to improve, add to, or alter the leased premises and to install fixtures thereon; provided, however, that Lessee shall not remove any such improvements, additions, alterations, or fixtures without the prior written consent of Lessor, and provided further, that on expiration or sooner termination of this lease, all improvements, including fixtures and any addition, alteration, or repair to the premises placed on or made to the premises by Lessee during the term hereof, shall revert to and become the absolute property of Lessor, free and clear of any and all claims against them by Lessee or any third person, and Lessee hereby agrees to hold Lessor harmless from any claims that may be made against such improvements by any third persons.

##### **Improvements**

Lessee shall have the right at Lessee's own cost and expense from time to time during the term or any extended term of this lease to construct on the leased premises such buildings and other improvements, including but not limited to fencing and paving, and make such alternations, additions, and changes therein as Lessee deems necessary or convenient for Lessee's purposes, and Lessee shall be permitted from time to time during and within ten (10) days after expiration or sooner termination of the term of this lease to remove any such building or other improvements erected or made by Lessee with permission of Lessor; provided, however, that the Lessee shall repair any damages to the leased premises caused by removal and further provided that any building or improvements that are not removed by Lessee on or within ten (10) days after expiration or sooner termination of the term or any extended term of this lease shall be deemed abandoned by Lessee and shall become the absolute property of Lessor without compensation to Lessee, and Lessee shall not be required on such abandonment to restore the premises to their present condition.



## **ARTICLE 8. QUIET POSSESSION**

Lessor shall, on the commencement date of the term of this lease, place Lessee in quiet possession of the leased premises and shall secure the Lessee in the quiet possession thereof against all persons lawfully claiming possession during the entire lease term and each extension of the lease.

## **ARTICLE 9. DELIVERY OF POSSESSION**

If Lessor shall be unable to deliver possession of the leased premises on the commencement date of the term hereof, Lessor shall not be liable to Lessee for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term hereof in any way be extended, but in such even Lessee shall not be liable for any rent herein reserved until such time as Lessor can and does deliver possession.

## **ARTICLE 10. TERMINATION OR EXTENSION**

### **Option to Renew or Extend**

The parties may, if not at the time in default under this lease, exercise a mutual option to renew this lease for an additional period of five (5) years from the termination date hereof, but otherwise on the same terms, covenants, and conditions, except that the rental may, at Lessor's option, be increased in an amount to be determined solely in Lessor's discretion.

### **How Exercised**

This option shall be exercised only by Lessee's delivering to Lessor in person or by United States registered or certified mail on or before sixty (60) days before the end of the lease term, written notice of Lessee's election to seek renewal of the option. The Lessor will consider the request and notify the Lessee of its intent to renew. Renewal shall only be valid on approval by City Council.

### **Effect of Holding Over**

In the event the parties do not renew this lease as herein provided, and Lessee holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy only, at the rental of \$1,500.00 per month, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

## **ARTICLE 11. CONDEMNATION**

If during the term of this lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the un-expired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.



## **ARTICLE 12. DEFAULTS AND REMEDIES**

### **Default of Lessee**

If Lessee shall allow the rent to be in arrears more than thirty (30) days after written notice of such delinquency, or shall remain in default under any other condition of this lease for a period of fifteen (15) days after written notice from Lessor, or should any other person than Lessee secure possession of the premises, or any part thereof, by reason of any receivership, bankruptcy proceedings, or other operation of law in any manner whatsoever, Lessor may at Lessor's option, without notice to Lessee, terminate this Lease. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this lease, or any renewal thereof, plus the expense of reletting, then Lessee shall pay the amount of such deficiency to Lessor.

It is expressly agreed that in the event of default by Lessee hereunder, Lessor shall have a lien upon all goods, chattels, or personal property of any description belonging to Lessee which are placed in, or become a part of, the leased premises, as security for rent due and to become due for the remainder of the current lease term, which lien shall not be in lieu of or in any way affect any statutory Lessor's lien given by law, but shall be cumulative thereto; and Lessee hereby grants to Lessor a security interest in all such personal property placed in said leased premises for such purposes. This shall not prevent the sale by Lessee of any merchandise in the ordinary course of business free of such lien to Lessor. In the event Lessor exercises the option to terminate the leasehold, and to reenter and relet the premises as provided in the preceding paragraph, then Lessor may take possession of all of Lessee's property on the premises and sell the same at public or private sale after giving Lessee reasonable notice of the time and place of any public sale or of the time after which any private sale is to be made, for cash or on credit, or for such prices and terms as Lessor deems best, with or without having the property present at such sale. The proceeds of such sale shall be applied first to the necessary and proper expense of removing, storing, and selling such property, then to the payment of any rent due or to become due under this lease, with the balance, if any, to be paid to Lessee.

## **ARTICLE 13. INSPECTION BY LESSOR AND BUILDING MAINTENANCE**

Lessor shall have fourteen days from the execution of this agreement to inspect the current condition of all mechanical, electrical and plumbing systems associated with the leased premises. Once Lessor is satisfied, in its sole discretion, the systems have been presented and are in well maintained and working order, Lessor and Lessee agree Lessor shall then be responsible for the routine maintenance and repair of all future mechanical, electrical, and plumbing systems associated with the premises. After satisfactory inspection and turnover, Lessor shall not be required to repair or replace any mechanical, electrical or plumbing system damage caused by negligent or willful acts of the Lessee, its agents, employees, students or invitees. Lessor may repair damage caused by negligent or willful acts of the Lessee, its agents, employees, students or invitees and charge back Lessee for said repair or replacement.

## **ARTICLE 14. ASSIGNMENT AND SUBLEASE**

### **Assignment and Subletting by Lessee**

Lessee shall not assign this lease nor sublet all or any portion of the leased premises without the prior written consent of the Lessor.

### **Assignment by Lessor**

Lessor is expressly given the right to assign any or all of Lessor's interest under the terms of this lease.

## **ARTICLE 15. MISCELLANEOUS**

### **Rights and Remedies Cumulative**

The rights and remedies provided by this lease are cumulative and the use of any one right or remedy by either party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

### **Waiver of Default**

No waiver by the parties hereto of any default or breach of any term, condition, or covenant of this lease shall be deemed to be a waiver of any other breach of the same or any other terms, condition, or covenant contained herein.

### **Attorney's Fees**

In the event Lessor or Lessee breaches any of the terms of this agreement whereby the party not in default employs attorneys to protect or enforce its rights hereunder and prevails, the defaulting party agrees to pay the other party reasonable attorney's fees so incurred by such other party.

### **Excuse**

Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this lease so long as such performance is delayed or prevented by any acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of the Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

### **Release, Hold Harmless and Indemnity Agreement**

Lessee does hereby completely and fully release, remise, acquit, and discharge forever Lessor, and its officers, agents, and employees, of and from any and all claims, demands, actions, causes of action, suits, costs, personal injury, wrongful death, damages, expenses, compensation, and liability of every kind, character, and description, either direct or consequential, at law or in equity, of whatever kind or nature, including, but not limited to, claims in contract, tort or equity that have arisen or may arise, directly or indirectly, in connection with the Lessee's use of the leased premises including but not limited to the building, sidewalks, adjacent parking lot and drives. To the extent allowed by law, Lessee shall indemnify and hold harmless Lessor from Lessor's loss or expense, including reasonable attorney fees for claims for personal injury, wrongful death, property damage, loss, damage, or injury of any kind or character to any person or property arising from the use of the leased premises by the Lessee, its members, agents, employees, students or invitees. Additionally, to the extent allowed by law, Lessee shall indemnify and hold harmless Lessor from Lessor's loss or expense, including reasonable attorney fees, against all claims caused by or arising from any act or omission of the Lessor, its agents, servants and/or employees.

**Exculpation of Lessor**

If Lessor shall convey title to the demised premises pursuant to a sale or exchange of property, the Lessor shall not be liable to Lessee or any immediate or remote assignee or successor of Lessee as to any act or omission from and after such conveyance.

**Termination of Lease**

The Lessor may terminate this lease in Lessor's sole discretion if Lessor deems the property is needed for municipal purposes. In the event Lessor decides to terminate the lease, there shall be no penalty or damages claimed by Lessee against Lessor. Lessor shall give Lessee at least sixty (60) days' notice of intent to terminate the lease.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this agreement as of the day and year first above written.

**LESSOR:**

The City of Fairhope, a Municipal Corporation

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

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, a Notary Public in and for said County, in said State, hereby certify that **SHERRY SULLIVAN** whose name as Mayor of The City of Fairhope, a municipal corporation, is signed to the foregoing Municipal Lease Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Lease Agreement, he/she as such officer, and with full authority, executed the same voluntarily for and as the act of said municipal corporation, acting in its capacity as Mayor as aforesaid.

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

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**LESSEE:**

Fairhope Center for the Writing Arts, Inc.

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

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, a Notary Public in and for said County, in said State, hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of the Fairhope Center for the Writing Arts, Inc. signed to the foregoing Municipal Lease Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Lease Agreement, he/she as such officer, and with full authority, executed the same voluntarily for and as the act of said corporation.

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

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

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

Prepared by:

Marcus E. McDowell  
Wilkins, Bankester, Biles & Wynne  
60 N Section Street  
P O Box 1367  
Fairhope, Alabama 36533  
251-928-1915



Old Lease 3/14/2022

**\*ARTICLE 4. UTILITIES**

Lessee shall during the term hereof pay all charges for telephone, gas, electricity, sewage, and water used in or on the leased premises and for the removal of rubbish therefrom immediately on becoming due and shall hold Lessor harmless from any liability, therefore. Lessee further agrees to pay all charges for repairs to water meters on the leased premises whether necessitated by ordinary wear and tear, temperature extremes, accident, or any other causes. Such payments shall be made immediately on becoming due.

**ARTICLE 5. WASTE AND NUISANCE**

Lessee shall not commit, or suffer to be committed, any waste on the leased premises, nor shall it maintain, commit, or permit the maintenance or commission of any nuisance on the leased premises or use the leased premises for any unlawful purposes.

**\*ARTICLE 6. REPAIRS**

Lessee agrees to keep the leased premises in good order and repair, reasonable wear and tear excepted. Lessee further agrees to keep the leased premises clean, and to repair or replace all broken or damaged doors, windows, plumbing fixtures and pipes, floors, stairways, railings, or other portions of the leased premises. Lessee also agrees to maintain the leased premises, together with facilities appurtenant thereto, including entryways and awnings. Lessee shall keep the said pavements and appurtenances free of trash and expressly agrees to assume sole liability for accidents alleged to have been caused by their defective condition.

**ARTICLE 7. ALTERATIONS, IMPROVEMENTS, AND FIXTURES**

Lessee shall have the right to improve, add to, or alter the leased premises and to install fixtures thereon; provided, however, that Lessee shall not remove any such improvements, additions, alterations, or fixtures without the prior written consent of Lessor, and provided further, that on expiration or sooner termination of this lease, all improvements, including fixtures and any addition, alteration, or repair to the premises placed on or made to the premises by Lessee during the term hereof, shall revert to and become the absolute property of Lessor, free and clear of any and all claims against them by Lessee or any third person, and Lessee hereby agrees to hold Lessor harmless from any claims that may be made against such improvements by any third persons.

**Improvements**

Lessee shall have the right at Lessee's own cost and expense from time to time during the term or any extended term of this lease to construct on the leased premises such buildings and other improvements, including but not limited to fencing and paving, and make such alternations, additions, and changes therein as Lessee deems necessary or convenient for Lessee's purposes, and Lessee shall be permitted from time to time during and within ten (10) days after expiration or sooner termination of the term of this lease to remove any such building or other improvements erected or made by Lessee with permission of Lessor; provided, however, that the Lessee shall repair any damages to the leased premises caused by removal and further provided that any building or improvements that are not removed by Lessee on or within ten (10) days after expiration or sooner termination of the term or any extended term of this lease shall be deemed abandoned by Lessee and shall become the absolute property of Lessor without compensation to Lessee, and Lessee shall not be required on such abandonment to restore the premises to their present condition.

## **ARTICLE 8. QUIET POSSESSION**

Lessor shall, on the commencement date of the term of this lease, place Lessee in quiet possession of the leased premises and shall secure the Lessee in the quiet possession thereof against all persons lawfully claiming possession during the entire lease term and each extension of the lease.

## **ARTICLE 9. DELIVERY OF POSSESSION**

If Lessor shall be unable to deliver possession of the leased premises on the commencement date of the term hereof, Lessor shall not be liable to Lessee for any damage caused thereby, nor shall this lease thereby become void or voidable, nor shall the term hereof in any way be extended, but in such even Lessee shall not be liable for any rent herein reserved until such time as Lessor can and does deliver possession.

## **ARTICLE 10. TERMINATION OR EXTENSION**

### **Option to Renew or Extend**

The parties may, if not at the time in default under this lease, exercise a mutual option to renew this lease for an additional period of five (5) years from the termination date hereof, but otherwise on the same terms, covenants, and conditions, except that the rental may, at Lessor's option, be increased in an amount to be determined solely in Lessor's discretion.

### **How Exercised**

This option shall be exercised only by Lessee's delivering to Lessor in person or by United States registered or certified mail on or before sixty (60) days before the end of the lease term, written notice of Lessee's election to seek renewal of the option. The Lessor will consider the request and notify the Lessee of its intent to renew. Renewal shall only be valid on approval by City Council.

### **Effect of Holding Over**

In the event the parties do not renew this lease as herein provided, and Lessee holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy only, at the rental of \$1,500.00 per month, payable on the first day of each and every month thereafter until the tenancy is terminated in a manner provided by law.

## **ARTICLE 11. CONDEMNATION**

If during the term of this lease or any extension or renewal thereof, all of the leased premises should be taken for any public or quasi-public use under any law, ordinance, or regulation or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this lease shall terminate and the rent shall be abated during the un-expired portion of this lease, effective as of the date of the taking of said premises by the condemning authority.

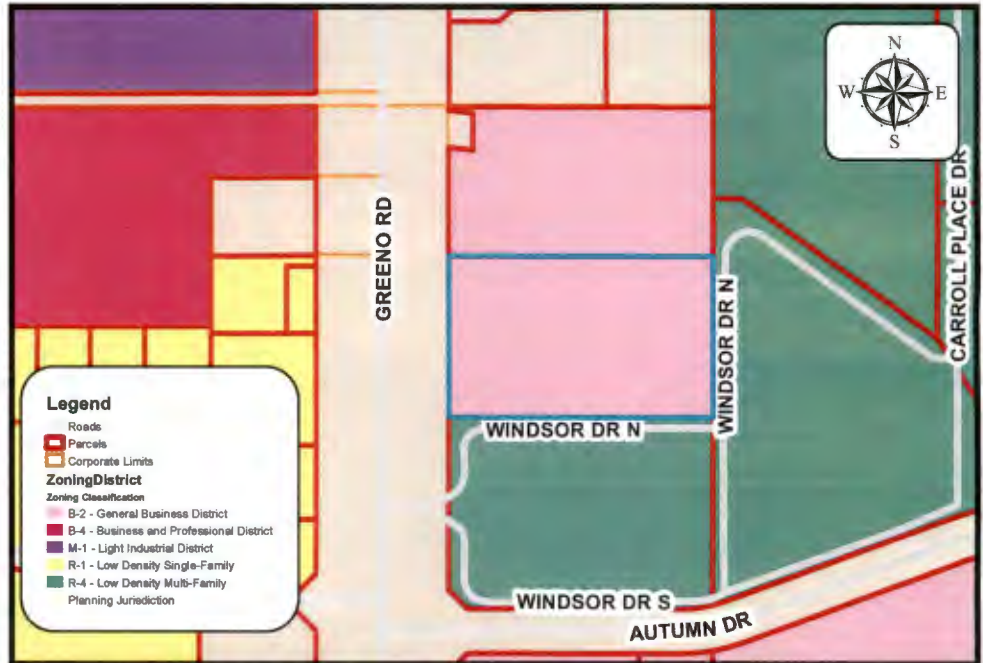


City of Fairhope  
 City Council  
 April 11, 2022



Planning Commission unanimously (6 Ayes, 0 Nays) voted to recommend approval of SR 22.01

# SR 22.01 - Polo Crossing



**Project Name:**

Polo Crossing

**Site Data:**

1.77 acres

**Project Type:**

Site Plan Review

**Jurisdiction:**

Fairhope Planning Jurisdiction

**Zoning District:**

B-2

**PPIN Number:**

21517

**General Location:**

East side of Greeno Road, North of Autumn Drive

**Engineer of Record:**

Element 3 Engineering LLC

**Owner / Developer:**

KWH Properties LLC

**School District:**

Fairhope Elementary School  
 Fairhope Middle and High Schools

**Recommendation:**

Approved w/ Conditions

**Prepared by:**

Hunter Simmons



## APPLICATION FOR SITE PLAN APPROVAL

Application Type:  Site Plan  
Attachments:  Articles of Incorporation or List all associated investors

Date of Application: 12/20/21

### Property Owner / Leaseholder Information

Name of Property Owner: KWH Properties LLC Phone Number: 203-955-1978  
Address of Property Owner: 1189 Post Road Suite 3B  
City: FAIRFIELD State: CT Zip: 06824

Proposed Site Plan Name: Polo Crossing  
Site Acreage: 1.77 Sq. Footage: 77,195  
Parcel No: 05-46-05-21-0-000-012,000 Current Zoning: B-2

### Authorized Agent Information

Name of Authorized Agent: Forrest Daniell + Associates Phone Number: 251-625-6490  
Address: 8007 American Way  
City: Daphne State: AL Zip: 36526  
Contact Person: Forrest Daniell

### Engineer/Architect Information

Name of Firm: Element 3 Engineering LLC Phone Number: 251-287-1296  
Address: 3938 Government Blvd. Bldg. A Suite 104  
City: Mobile State: AL Zip: 36693  
Contact Person: Steve Fisher

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

Kenneth Kleban  
Property Owner/Leaseholder Printed Name

12/20/21  
Date

Signature

Fairhope Single Tax Corp. (If Applicable)





# STATE OF ALABAMA

## DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

1. THE NAME OF THE LIMITED LIABILITY COMPANY

**KWH PROPERTIES, LLC**

2. THIS FORM WAS PREPARED BY:

Margie Y. Williams

3. THE NAME AND STREET (NO PO BOXES) ADDRESS OF THE REGISTERED AGENT LOCATED AT THE REGISTERED OFFICE (MUST BE LOCATED IN ALABAMA):

Corporation Service Company, Inc.  
19690 Greeno Road  
Fairhope, AL 36532  
BALDWIN

MAILING ADDRESS IN ALABAMA OF REGISTERED OFFICE (IF DIFFERENT FROM STREET ADDRESS):

641 South Lawrence Street  
Montgomery, AL 36104  
MONTGOMERY

4. THE UNDERSIGNED CERTIFY THAT THERE IS AT LEAST ONE MEMBER OF THE LIMITED LIABILITY COMPANY.

5. CHECK ONLY IF THE TYPE APPLIES TO THE LIMITED LIABILITY COMPANY BEING FORMED:

- NON-PROFIT LLC
- NON-PROFIT SERIES LLC
- PROFESSIONAL SERIES LLC
- PROFESSIONAL LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 8
- SERIES LLC COMPLYING WITH TITLE 10A, CHAPTER 5A, ARTICLE 11

**(FOR SOS OFFICE USE ONLY)**

Alabama  
Sec. Of State  
950-185      DLL  
Date      10/28/2021  
Time      13:27:00  
File      \$100.00  
County      \$100.00  
Exp      \$0.00  
Total      \$200.00

6. THE UNDERSIGNED SPECIFY 10/28/2021 13:27:17 AS THE EFFECTIVE DATE AND THE TIME OF FILING

ATTACHED ARE ANY OTHER MATTERS THE MEMBERS DETERMINE TO INCLUDE HEREIN

7. ORGANIZER(S) - OPTIONAL

<b>Organizer</b>	<b>Office Address</b>	<b>Mailing Address</b>
Margie Y Williams	27180 Pollard Road Daphne, AL 36526	P.O. Box 2925 Daphne, AL 36526
	<u>10/28/2021</u> DATE	<u>Margie Y. Williams Organizer</u> ELECTRONIC SIGNATURE & TITLE

John H. Merrill  
Secretary of State

P.O. Box 5616  
Montgomery, AL 36103-5616

# STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

**KWH PROPERTIES, LLC**

This name reservation is for the exclusive use of Margie Y. Williams, P.O. Box 2925, Daphne, AL 36526-0000 for a period of one year beginning September 14, 2021 and expiring September 14, 2022



RES975509

**In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.**

September 14, 2021

Date

John H. Merrill

Secretary of State

**Summary of Request:**

Request of KWH Properties LLC for Site Plan Approval of Polo Crossing, a 5-Unit multiple-occupancy project. Mr. Forrest Daniell is the authorized agent and Architect for the project. Steve Fisher, with Element 3, is the Engineer. The subject property is zoned B-2 General Business District and is approximately 1.77 acres. The property is located on the eastern side of Greeno Rd/Hwy 98 and lies south of Wolfe-Bayview Funeral Home. Staff received a multiple-occupancy case for the March PC meeting that will review utilities, drainage, and traffic in more detail.

**Setbacks:** The front setback matches the required 20' landscape buffer. All other setbacks meet the requirements within B-2.

**Building(s):** The buildings meet the height restriction of B-2. Architectural elevations are provided as attachments. Front elevations are shown in Figure 2. Materials for the building are primarily wood siding, stone veneers, standing seam metal roof, and aluminum windows/doors.

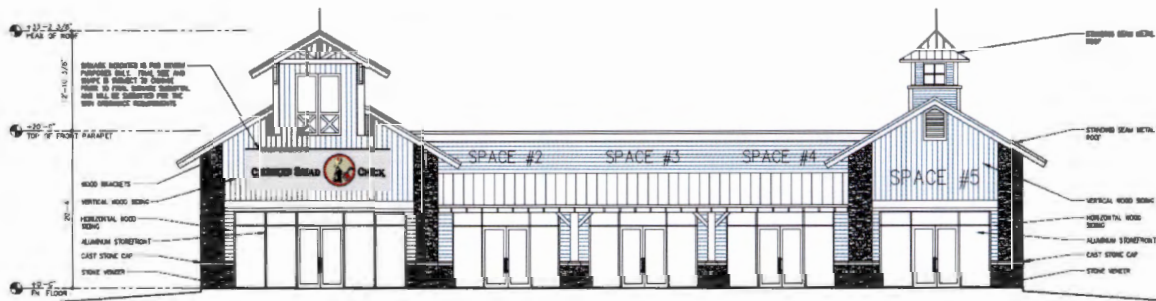


Figure 2. Front Architectural Elevations

**Landscaping Plan:** There are several Heritage Trees on the site. All were reviewed by the City Horticulturist and a third a third-party arborist. The most centrally located is not healthy and will be removed. There is a healthy 32" Live Oak near the entrance that is proposed to be removed. Pursuant to comments from staff and after reviews by the Planning Commission during the February meeting, the planting area around the 32" oak was increase by reducing the parking.

In addition, the building was move north to preserve a 55" live oak as previously requested.

Landscape buffers are required along the entire rear and south property lines due to incompatible land uses. Landscape plans were revised to include a double row of Banana Shrubs to accommodate the screening requirements. Landscape buffers shall be maintained by the property owner into perpetuity. Damaged, diseased, or specimens otherwise removed shall be replanted to maintain the proposed buffer.

The landscape plan was also revised to relocate plants inside the property and out of the right-of-way. Landscape plans were approved by the City Horticulturist. Irrigation plans still show irrigation location in the Highway right-of-way. Irrigations shall be moved inside the subject property prior to submitting for a building permit.



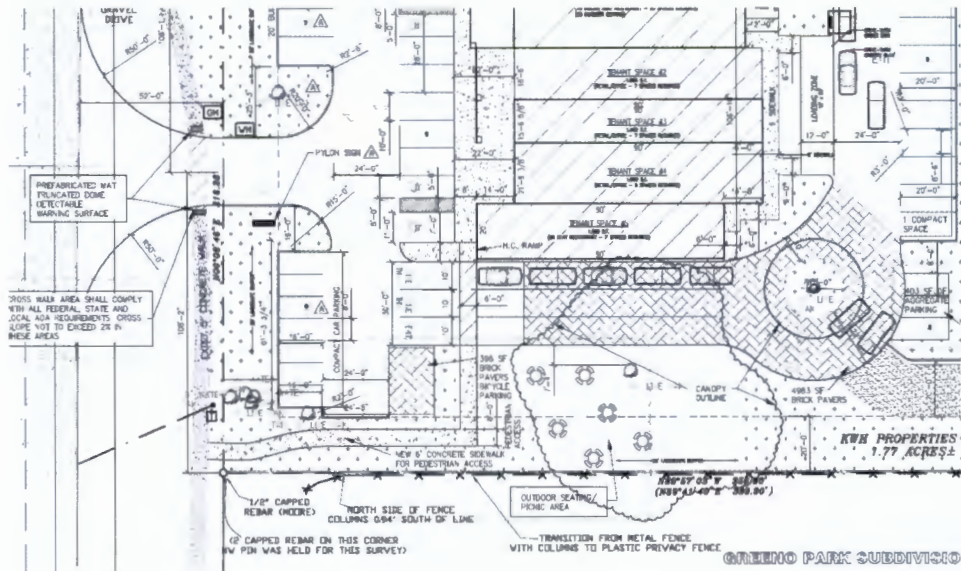
**Parking:** As proposed by the applicant, there are two restaurants and three retail tenants. According to staff calculations (shown below) and based on the uses provided, the applicant meets the requirements of the Zoning Ordinance with one exception – an additional parking space will require impervious parking.

TENANT	SEATS/SF	SPACES	USE
1	90	20	Restaurant
2	1665	8	Retail
3	1400	7	Retail
4	1960	8	Retail
5	26	7	Restaurant
Required Parking		50	
Provided Parking		54	
Maximum Parking		60	
Required Pervious Spaces		4	
Provided Pervious Spaces		3	
Required Compact Spaces		16-22	
Provided Compact Spaces		16	

Credit was given for bicycle parking spaces, but the proposed location of the bicycle parking is not within proximity of the entrance and crosses multiple drive isles. Staff discusses relocated the bicycle parking near the proposed picnic area.

**Sidewalks:** There is an existing multi-use trail in front of the subject property. Pursuant to feedback, the applicant provided a sidewalk connecting to the multi-use trail, but the proposed sidewalk ends at two parking spaces. Staff discussed including a sidewalk within the southernmost greenspace that could access a picnic area, bicycle parking, and would provide accessible and safe pedestrian access from the multi-use trail to the building(s). Access as proposed is not functional and shall be revised.

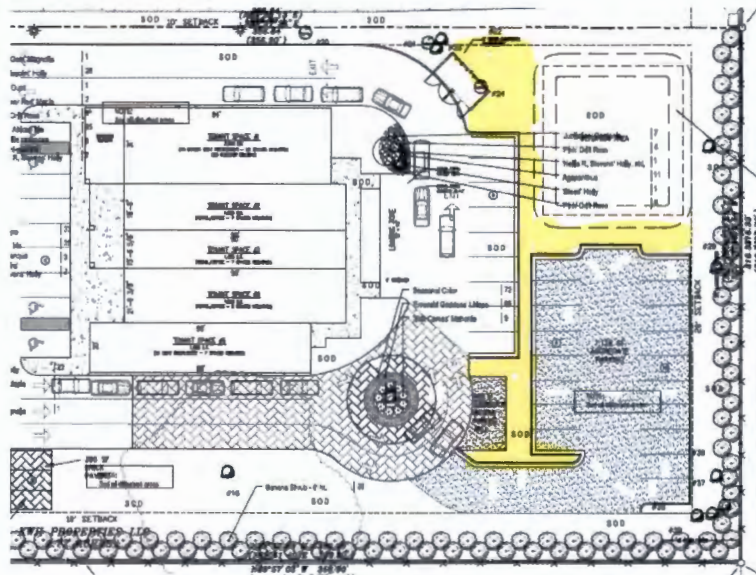
At the Planning Commission meeting the applicant presented the below revision which satisfied the above-reference comments.



**Fences:** There are existing fences along the south and east property lines. Buffer plants have been included on revised landscape plans.

**Dumpster location and screening:** Garbage is collected in a commercial dumpster located behind the building, outside the setbacks, and surrounded with a 6' tall wooden enclosure.

**Storm water:** Storm water plans are provided within the MOP. Landscape plans were not revised to include trees or understory plants around the detention area. Staff requests additional trees and/or understory plants within the highlighted area shown on the plans below. Final plans shall be approved by the City Horticulturists.



**Location and size of all signage:** All signs shall meet the City of Fairhope Sign Ordinance. Signs illustrated on elevations and plans are for reference only.

**Erosion control:** An Erosion Control plan was submitted with the application. Final comments will come with the MOP review.

**Utilities:** The applicant is working with the appropriate utilities to provide solutions. Final plans will be resolved during the MOP review.

**ADA Requirements:** All Federal, State, and local ADA requirements shall be met.

**Traffic:** The applicant provided preliminary communications with ALDOT regarding the ingress/egress. A traffic study is included with the MOP and will be reviewed accordingly.

**Other:** Final permitting from ALDOT shall be obtained. ALDOT is currently reviewing Traffic Studies. Any improvements shall be approved by ALDOT and installed at the Developer expense. Minor changes to the Site Plan will be accommodated administratively with the assumption the Plan will substantially conform to approvals.

Polo Crossing also received conditional approval of a corresponding Multiple Occupancy Project (MOP) from the Planning Commission. For reference, the Conditions of Approval for Case SD 22.10 are:

1. Traffic improvements recommended by the Traffic Study and/or ALDOT will be installed by the Developer.
2. Final placement and aid to construction costs for all utilities shall be approved by the respective superintendent.
3. Signage shall conform to Fairhope Sign Ordinance.
4. A drainage easement from the north property shall be provided before building permit.
5. A revised landscape plan to include screening for dumpster enclosure and additional plantings between parking areas and detention area shall be provided and approved by the Planning Director.

**Recommendation:**

Staff recommends conditional approval of Case SR 22.01 with the following conditions:

1. Irrigation shall be revised and be located within the subject property.
2. Parking shall meet the impervious requirements as applicable.
3. A revised landscape plan to include screening for dumpster enclosure and additional plantings between parking areas and detention area shall be provided and approved by the Planning Director.
4. The conditions of the associated Multiple Occupancy Project (Case SD 22.10), along with the above conditions, shall be satisfied prior to issuance of a building permit.

Article II, Section C.2.d. (Site Plan Review Criteria)

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

- (1) Compliance with the Comprehensive Plan;  
**The property is currently zoned B-2 and the uses currently proposed (restaurant, retail and office) are allowed in B-2.**
- (2) Compliance with any other approved planning documents;
- (3) Compliance with the standards, goals, and intent of this ordinance and applicable zoning districts;  
**The standards of the zoning ordinance have been, or shall be by condition of approval, met.**
- (4) Compliance with other laws and regulations of the City;  
**Meets**
- (5) Compliance with other applicable laws and regulations of other jurisdictions;  
**Meets**
- (6) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;  
**Visual landscape buffers were added to mitigate incompatible uses.**
- (7) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values;  
**Traffic study may be required during MOP review.**
- (8) Overall benefit to the community;  
**No Conflicts.**
- (9) Compliance with sound planning principles;  
**With two drive-thrus, the design focus is vehicular traffic. Outdoor seating is provided, including a picnic area. More care should be given when considering the connectivity to the mixed-used trail to enhance pedestrian access.**
- (10) Compliance with the terms and conditions of any zoning approval;  
**Meets**
- (11) Any other matter relating to the health, safety, and welfare of the community;  
**Nothing noted**
- (12) Property boundaries with dimensions and setback lines;  
**Meets**
- (13) Location of proposed buildings and structures indicating sizes in square feet;  
**Meets**
- (14) Data to show percentage of lot covered with existing and proposed buildings;  
**Meets**
- (15) Elevations indicating exterior materials;  
**Front elevations were provided.**
- (16) The locations, intensity, and height of exterior lights;
- (17) The locations of mechanical equipment;  
**Final locations may be altered prior to the MOP review. All relevant requirements shall be met.**
- (18) Outside storage and/or display;  
**Properly screened.**
- (19) Drive-up window locations (must be away from residential uses/districts and not in front of building);  
**Located on sides and rear of the building and screened from the adjacent residential properties by landscape buffers.**
- (20) Curb-cut detail and location(s);  
**Provided. Permits from ALDOT shall be required.**
- (21) Parking, loading, and maneuvering areas;



**Parking issues described above.**

(22) Landscaping plan in accordance with the City Landscape Ordinance;

**Meets**

(23) Location, materials, and elevation of any and all fences and/or walls;

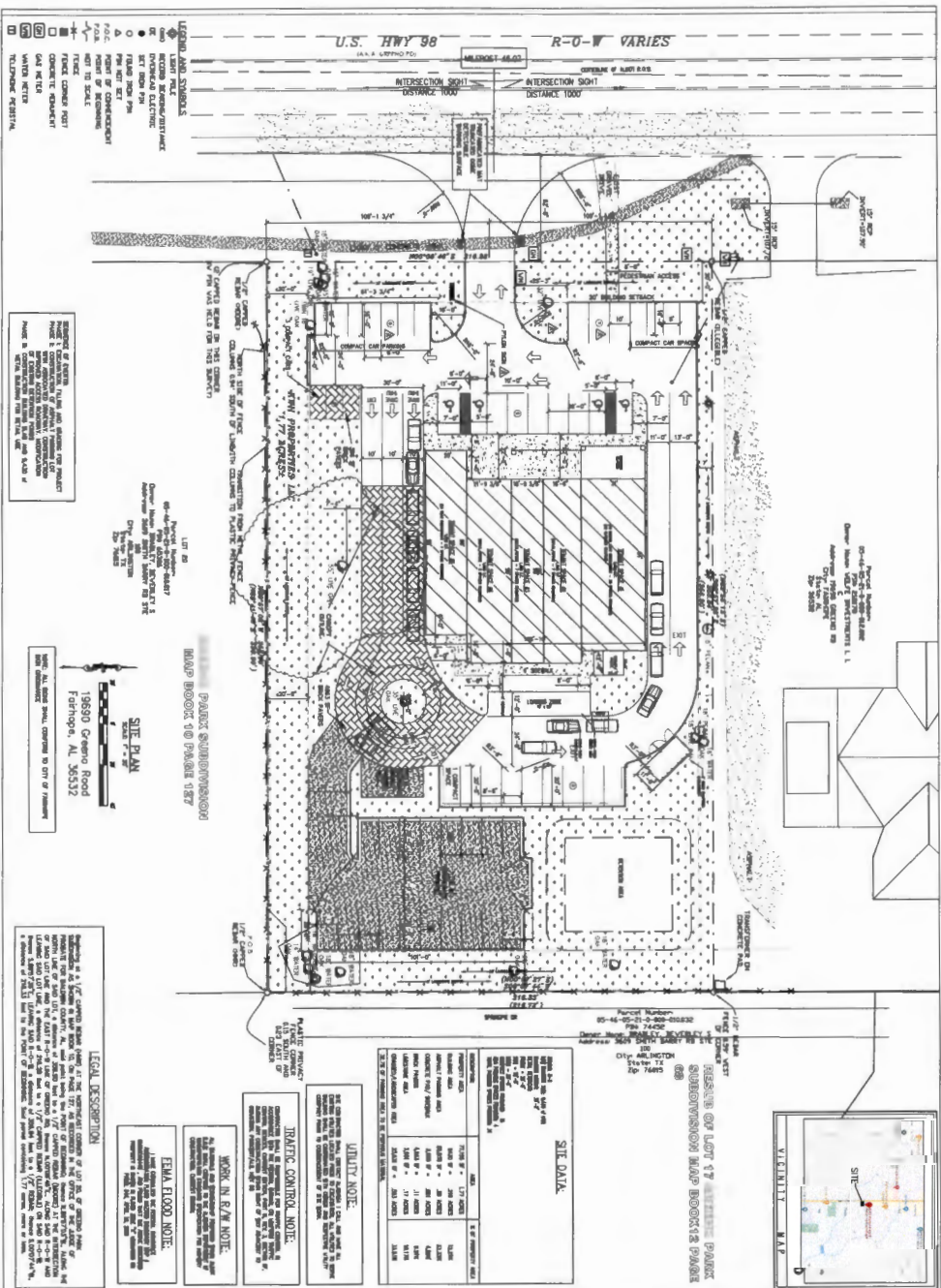
**Meets**

(24) Dumpster location and screening; and

**Meets**

(25) Location and size of all signage.

**No signs were submitted for approval. All signs shall meet the requirements of the City of Fairhope Sign Ordinance.**



**CLIENT:**  
KEN KLEBAN

**PROJECT:**  
GREENO ROAD DEVELOPMENT

**LEGAL DESCRIPTION:**

Subdivision of 1/4 of Section 36, Township 10 N, Range 10 E, Meridian 10 W, Alabama, containing 10.00 acres, more or less, as shown on the plat of the subdivision of the same, recorded in the Public Records of the County of Baldwin, Alabama, Book 10, Page 187.

**UTILITY NOTE:**

THE ENGINEER HAS CONDUCTED A VISUAL SURVEY OF THE SITE AND HAS IDENTIFIED THE LOCATION OF ALL UTILITIES KNOWN TO BE ON THE SITE. THE LOCATION OF UTILITIES NOT KNOWN TO BE ON THE SITE IS NOT SHOWN ON THIS PLAN.

**TRAFFIC CONTROL NOTE:**

TRAFFIC CONTROL MEASURES SHALL BE INSTALLED AT ALL INTERSECTIONS AND AT ALL DRIVEWAYS TO MAINTAIN THE FLOW OF TRAFFIC AND TO PROTECT THE SAFETY OF ALL TRAVELERS.

**WORK IN R/W NOTE:**

ALL WORK SHALL BE COMPLETED WITHIN THE RIGHT-OF-WAY BOUNDARIES SHOWN ON THIS PLAN.

**EMMA FLOOD NOTE:**

THE ENGINEER HAS CONDUCTED A VISUAL SURVEY OF THE SITE AND HAS IDENTIFIED THE LOCATION OF ALL UTILITIES KNOWN TO BE ON THE SITE. THE LOCATION OF UTILITIES NOT KNOWN TO BE ON THE SITE IS NOT SHOWN ON THIS PLAN.

**PRE-PERMIT**

**SALE CONTRACT**

**CHANGE**

**REVISIONS:**

Date	Description	Approved
1/4	REVISED AS PER CITY OF FISHHOPE	
1/7	REVISED PRECISE SIZE	

**Fluor**

1001 S. UNIVERSITY BLVD.

SUITE 100

FISHHOPE, AL 36532

PHONE: (904) 371-1000

FAX: (904) 371-1001

**E3**

REGISTERED PROFESSIONAL ENGINEER

STATE OF ALABAMA

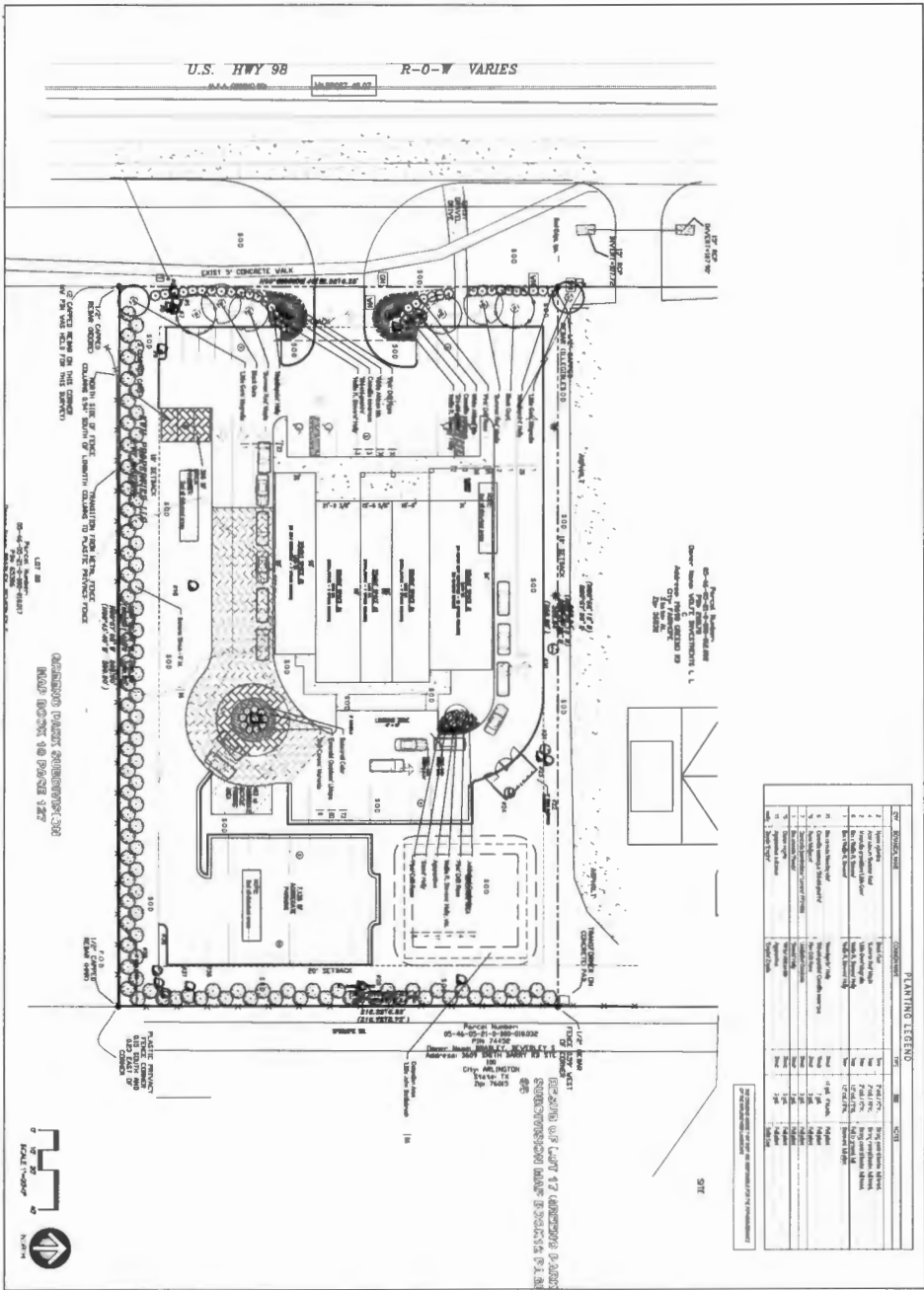
NO. 1001

**DATE:** 2/19/2013

**DRAWN BY:** S.M.

**SCALE:** AS SHOWN

**SHEET NO.:** C2.0



PLANTING LEGEND

NO.	SYMBOL	DESCRIPTION	QTY	REMARKS
1	(Symbol)	Planting		
2	(Symbol)	Planting		
3	(Symbol)	Planting		
4	(Symbol)	Planting		
5	(Symbol)	Planting		
6	(Symbol)	Planting		
7	(Symbol)	Planting		
8	(Symbol)	Planting		
9	(Symbol)	Planting		
10	(Symbol)	Planting		
11	(Symbol)	Planting		
12	(Symbol)	Planting		
13	(Symbol)	Planting		
14	(Symbol)	Planting		
15	(Symbol)	Planting		
16	(Symbol)	Planting		
17	(Symbol)	Planting		
18	(Symbol)	Planting		
19	(Symbol)	Planting		
20	(Symbol)	Planting		



Planting Plan  
Greeno Road Project  
19690 Greeno Road  
Fairhope, Alabama



BRANDS  
11408 Rio Lodo Lane  
Dierker, MS  
Phone: 228-298-0074  
www.brandsonline.com

NO.	DATE	BY	CHKD.
1	05/11/2010	J. L. B.	J. L. B.
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Planting Plan  
LP4  
J. L. B.





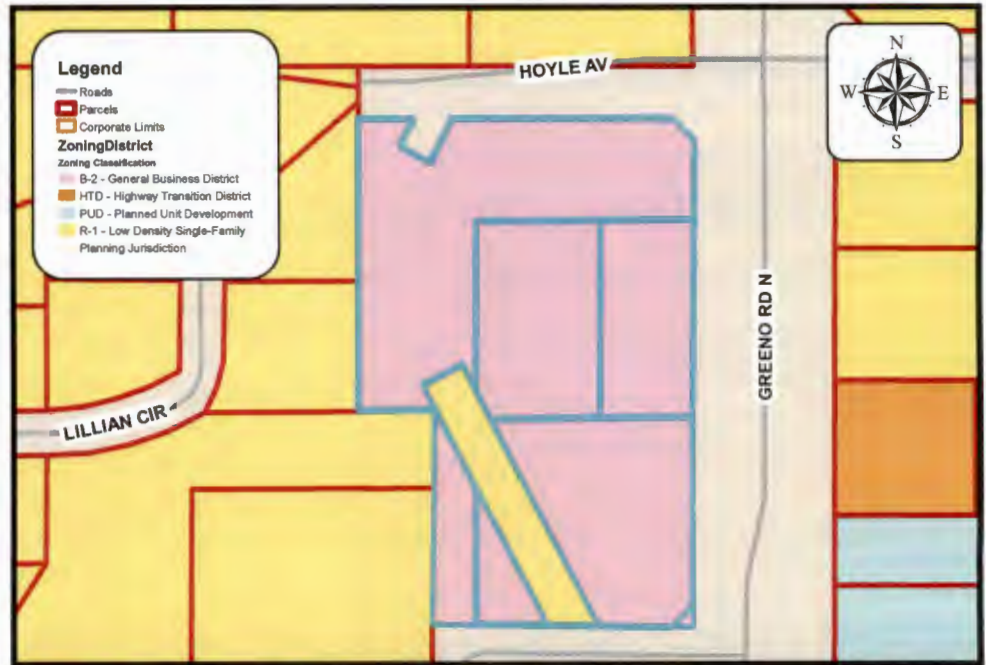
# City of Fairhope City Council

April 11, 2022



Planning Commission unanimously (6 Ayes, 0 Nays) voted to recommend approval of SR 22.02

## SR 22.02 - Fairhope Urology



**Project Name:**

Fairhope Urology

**Site Data:**

1.66 acres

**Project Type:**

1-Unit Site Plan

**Jurisdiction:**

Fairhope Planning Jurisdiction

**Zoning District:**

B-2

**PPIN Number:**

17231, 200528, 202819

114269, 287963

**General Location:**

West side of U.S. Highway 98, South of Hoyle Avenue

**Surveyor of Record:**

Lawler and Company

**Engineer of Record:**

Cowles, Murphy, Glover & Associates

**Owner / Developer:**

Robert M. Green

**School District:**

Fairhope Elementary School

Fairhope Middle and High Schools

**Recommendation:**

Approved

**Prepared by:**

Mike Jeffries





**APPLICATION FOR SITE PLAN APPROVAL**

Application Type:  Site Plan  
Attachments:  Articles of Incorporation or List all associated investors

Date of Application: 01/25/2022

Property Owner / Leaseholder Information		
Name of Property Owner:	<u>Robert M. Green, Jr.</u>	Phone Number: <u>251-583-8473</u>
Address of Property Owner:	<u>415 Maple Street</u>	
City:	<u>Fairhope</u>	State: <u>AL</u> Zip: <u>36532</u>

Proposed Site Plan Name: Fairhope Urology  
Site Acreage: 1.66 acres Sq. Footage: 72,302 sq. ft.  
Parcel No: See attached. Current Zoning: B-2

Authorized Agent Information		
Cowles, Murphy,		
Name of Authorized Agent:	<u>Glover &amp; Assoc.</u>	Phone Number: <u>251-433-1611</u>
Address:	<u>457 St Michael Street</u>	
City:	<u>Mobile</u>	State: <u>AL</u> Zip: <u>36602</u>
Contact Person:	<u>Gary Cowles/Patrick Garstecki</u>	

Engineer/Architect Information		
Name of Firm:	<u>Cowles, Murphy, Glover &amp; Assoc.</u>	Phone Number: <u>251-433-1611</u>
Address:	<u>457 St Michael Street</u>	
City:	<u>Mobile</u>	State: <u>AL</u> Zip: <u>36602</u>
Contact Person:	<u>Gary Cowles/Patrick Garstecki</u>	

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

Robert M. Green, Jr.  
Property Owner/Leaseholder Printed Name

[Signature]  
Signature

1.22.22  
Date

\_\_\_\_\_  
Fairhope Single Tax Corp. (If Applicable)

**RECEIVED**

JAN 25 2022

BY: ak

**Summary of Request:**

Request of Robert M. Green, Jr. for Site Plan Approval of Fairhope Urology, a 1-Unit site plan. Cowles, Murphy, Glover & Associates is the authorized agent and engineer for the project. The subject property is zoned B-2 General Business District and is approximately 1.66 acres. The property is located on the west side of US Highway 98, south of Hoyle Avenue. Staff received a subdivision case for the March Planning Commission meeting that would establish the subject lot of this project.

**Setbacks:** Setbacks shall comply with the Hoyle Avenue MOB subdivision. Figure 1 describes them in more detail.

**ZONING:**

LOTS 1 AND 4 CURRENTLY ZONED B2, GENERAL BUSINESS, WHICH CARRIES THE FOLLOWING RESTRICTIONS:  
MINIMUM LOT SIZE: NONE  
MINIMUM LOT WIDTH: NONE  
MAXIMUM BUILDING HEIGHT: 30'

Figure 1: Lot Standards

Although the setbacks are 0 feet along Green Rd (Hwy 98), per the City of Fairhope Tree ordinance, 20' from the right-of-way must be reserved as greenspace and tree preservation zone. Landscape plans have been reviewed and approved by the City Horticulturist.

**Building(s):** The buildings meet the height restriction of B-2. Architectural elevations are provided as attachments. Front elevations are shown in Figure 2. Material for the building is primarily brick.



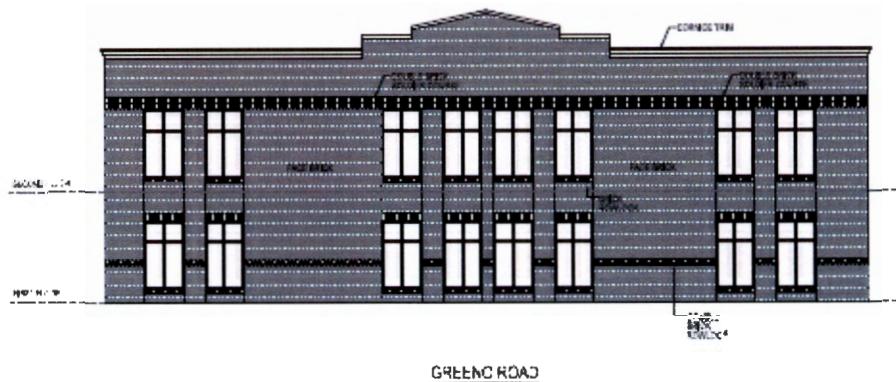


Figure 2. Architectural Elevations

**Landscaping Plan:** Landscape plans have been reviewed by the City Horticulturist and have been found to be in compliance. There is a 20' landscape buffer along the residential parcels which shall be maintained by the property owner, or any future property owners. The landscape buffer shall not have any visual gaps. Once planted, the buffer shall remain natural, except for the allowance of plant material to be installed to maintain a visual barrier.

**Parking:** According to staff calculations and based on the uses provided, the applicant is proposing an adequate amount of parking spaces. Sixty-four spaces are required and applicants are allowed up to 20% above the required amount of parking, which would allow a maximum of 73 spaces. The applicant proposes 72. There are 12 provided compact parking spaces, which do not meet the zoning ordinance. The ordinance requires 30-40% of the required (63 spaces) parking to be compact, which would be a range of 19-25 spaces.

**Sidewalks:** The applicant will be required to provide an ADA approved crosswalk across their ingress/egress. There are five handicap spaces that access the site sidewalk via handicap ramp.

**Locations, intensity, and heights of exterior lights** Applicant meets the requirements of the Zoning Ordinance.

**Mechanical equipment:** Mechanical equipment is screened.

**Fences:** Not applicable

**Dumpster location and screening:** Garbage is collected in a commercial dumpster located on the north side of the building. The enclosure will be made of brick and have two swing-gates.

**Storm water:** Storm water will be conveyed through the existing drainage easement.

**Location and size of all signage:** A sign plan was provided to and approved by Code Enforcement.

**Erosion control:** An Erosion Control plan was submitted with the application.



**Utilities:** The applicant is working with the appropriate utilities to provide solutions. Water, sewer, and gas have no further comments. Electrical would like the transformer pad to be screened. Overall, access easements to be clarified outside of the right-of-way.

**ADA Requirements:** ADA requirements shall be met.

**Traffic:** A traffic study was not required. Traffic will come off Hoyle Avenue onto an internal access road.

**Other:** Hoyle Avenue access shall be coordinated with the project to the north.

**Recommendation:**

Staff recommends conditional approval of case SR 22.02 with the following conditions:

- 1.) Clarify all utility easements on private property.
- 2.) Screen the transformer pad.
- 3.) Coordinate site access with Hoyle Avenue improvements to the north.
- 4.) Right-turn only from Hoyle Avenue.

Article II, Section C.2.d. (Site Plan Review Criteria)

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

- (1) Compliance with the Comprehensive Plan;  
**The property is currently zoned B-2 and R-1 and the uses currently proposed are allowed in B-2 and R-1.**
- (2) Compliance with any other approved planning documents;
- (3) Compliance with the standards, goals, and intent of this ordinance and applicable zoning districts;  
**The standards of the zoning ordinance have been, or shall be by condition of approval, met.**
- (4) Compliance with other laws and regulations of the City;  
**Meets**
- (5) Compliance with other applicable laws and regulations of other jurisdictions;  
**Meets**
- (6) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values;  
**Visual buffers shall be required to mitigate the incompatible uses.**
- (7) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values;  
**Meets.**
- (8) Overall benefit to the community;  
**No Conflicts.**
- (9) Compliance with sound planning principles;  
**Meets**
- (10) Compliance with the terms and conditions of any zoning approval;  
**Meets**
- (11) Any other matter relating to the health, safety, and welfare of the community;  
**Nothing noted**
- (12) Property boundaries with dimensions and setback lines;  
**Meets**
- (13) Location of proposed buildings and structures indicating sizes in square feet;  
**Meets**
- (14) Data to show percentage of lot covered with existing and proposed buildings;  
**Meets**
- (15) Elevations indicating exterior materials;  
**Elevations and materials were provided.**
- (16) The locations, intensity, and height of exterior lights;
- (17) The locations of mechanical equipment;  
**Meets.**
- (18) Outside storage and/or display;  
**Does not apply.**
- (19) Drive-up window locations (must be away from residential uses/districts and not in front of building);  
**Does not apply.**
- (20) Curb-cut detail and location(s);  
**Provided. Permits from ALDOT shall be required.**
- (21) Parking, loading, and maneuvering areas;  
**Meets.**
- (22) Landscaping plan in accordance with the City Landscape Ordinance;  
**Meets**

(23) Location, materials, and elevation of any and all fences and/or walls;

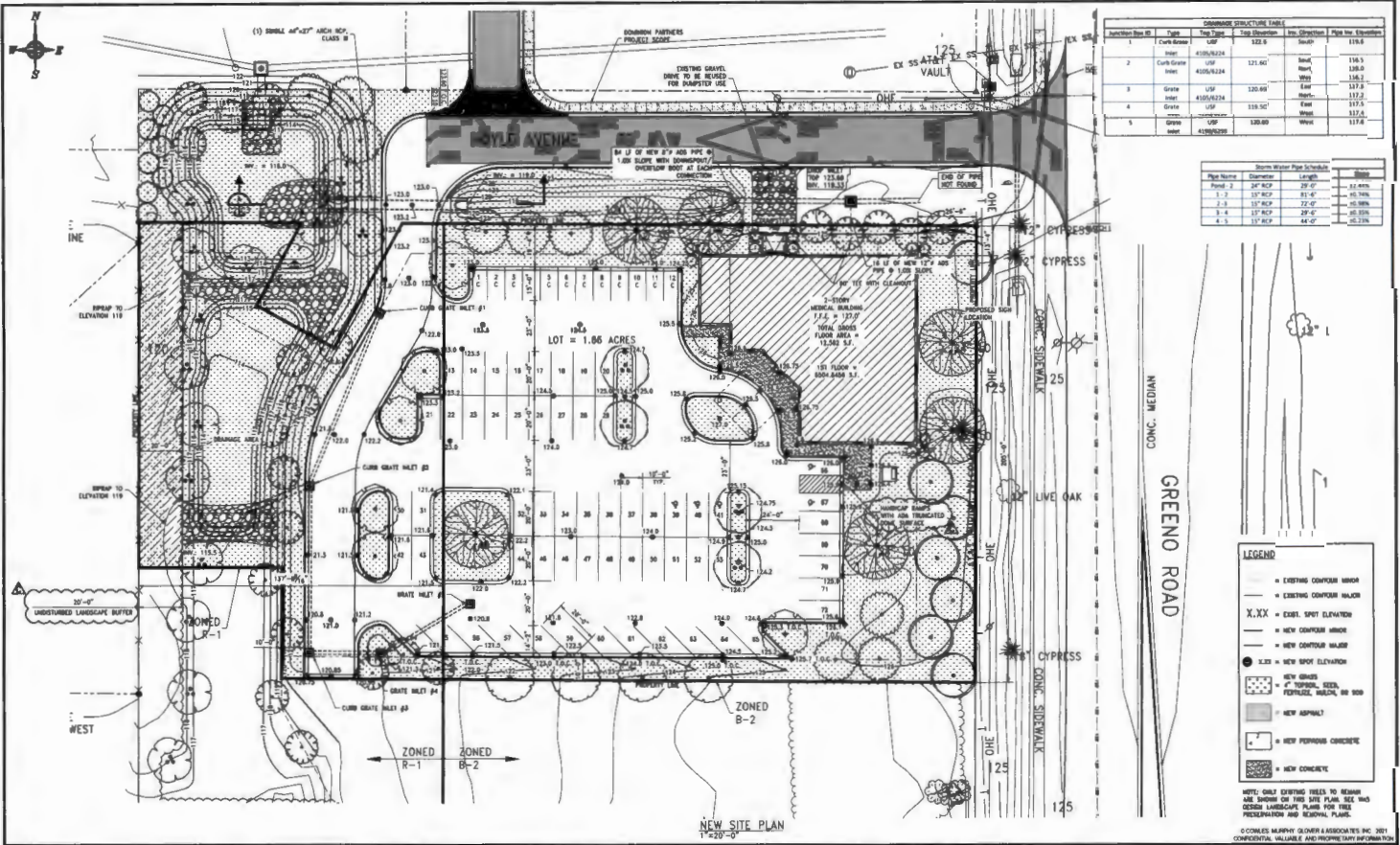
**Meets**

(24) Dumpster location and screening; and

**Meets**

(25) Location and size of all signage.

**Meets.**



**COMMON PARTNER PROJECT SCOPE**

Function Item No.	Type	150' Pipe - Top Elevation	75' Structure - Top Elevation	Pipe Top Elevation
1	Curb Storm	USP	122.8	122.8
2	Curb Storm	USP	121.61	121.6
3	Grate	USP	120.60	120.6
4	Grate	USP	119.50	119.5
5	Grate	USP	120.60	120.6

**Storm Water Pipe Schedule**

Pipe Name	Diameter	Length	Notes
1	24" RCP	25'-0"	25.000
2	18" RCP	81'-0"	81.000
3	18" RCP	72'-0"	72.000
4	18" RCP	25'-0"	25.000
5	18" RCP	64'-0"	64.000

**LEGEND**

- - - EXISTING CONTOUR LINE
- - - EXISTING CONTOUR HATCH
- X.XX = EXIST. SPOT ELEVATION
- NEW CONTOUR LINE
- NEW CONTOUR HATCH
- NEW SPOT ELEVATION
- NEW GRASS
- "T" TOPSOIL, REEDS, PERENNIALS, HERBAC. OR BOD
- NEW ASPHALT
- NEW PORTLAND CONCRETE
- NEW CONCRETE

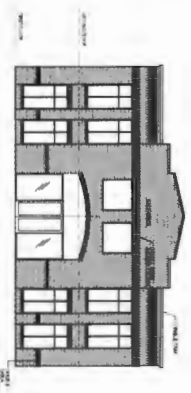
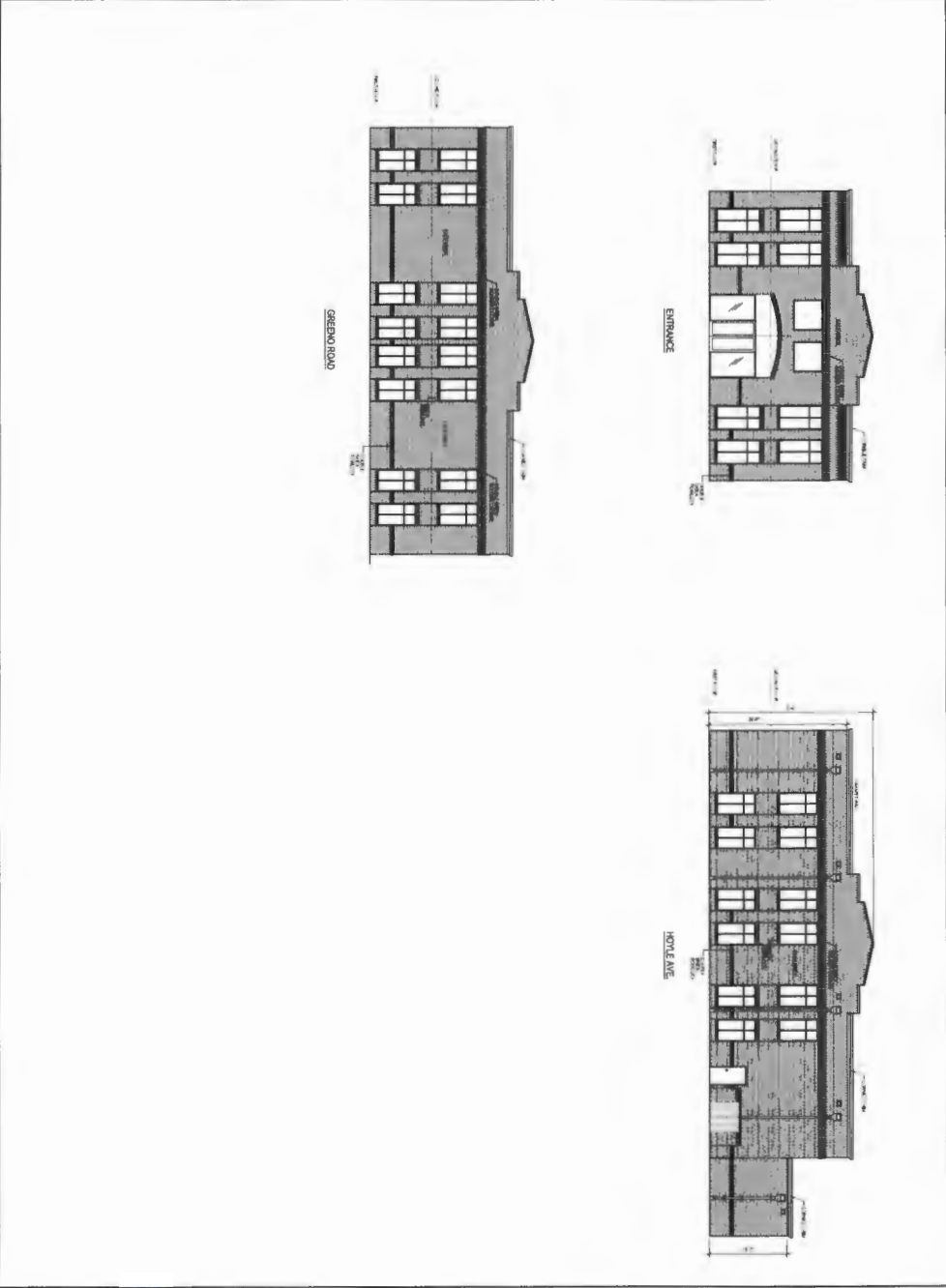
NOTE: ONLY EXISTING TREES TO REMAIN ARE SHOWN ON THIS SITE PLAN. SEE THE DESIGN LANDSCAPE PLAN FOR TREE PRESERVATION AND REMOVAL PLANS.

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CONFIDENTIAL, VALUABLE AND PROPRIETARY INFORMATION

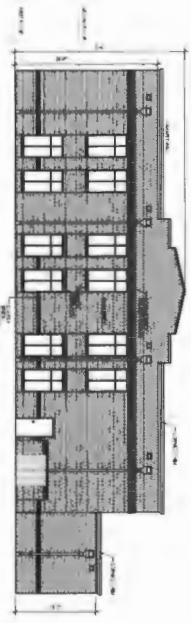
<p>457 St. Michael St. Mobile, AL 36602 Phone (251) 433-1611 Fax (251) 433-1411</p>	<p><b>Cowles, Murphy, Glover &amp; Associates</b> A Professional Engineering Firm</p> <p>PERFORMANCE • RELIABILITY • EXPERIENCE</p>	<p>13 Thresh Rd. LaGrange, GA 30241 Phone (706) 302-2831 Fax (251) 433-1411</p>	<p><b>FAIRHOPE UROLOGY ASSOCIATES</b> GREENO ROAD MOB, LLC</p> <p>GREENO/HOYLE ROAD FAIRHOPE, ALABAMA</p>	<p><b>NEW SITE PLAN</b></p> <table border="1"> <tr> <td>DATE</td> <td>BY</td> <td>CHK'D BY</td> <td>APP'D BY</td> </tr> <tr> <td>08/14/21</td> <td>YTH</td> <td></td> <td></td> </tr> <tr> <td>06/14/21</td> <td>PLG</td> <td></td> <td></td> </tr> </table> <p>3:179-C2</p>	DATE	BY	CHK'D BY	APP'D BY	08/14/21	YTH			06/14/21	PLG		
DATE	BY	CHK'D BY	APP'D BY													
08/14/21	YTH															
06/14/21	PLG															

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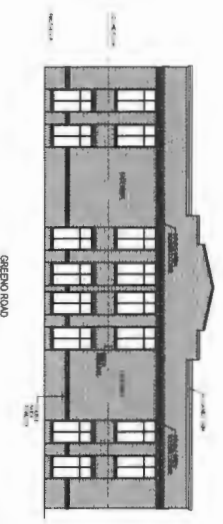




ENTRANCE



HOPE AVE



GREENO ROAD

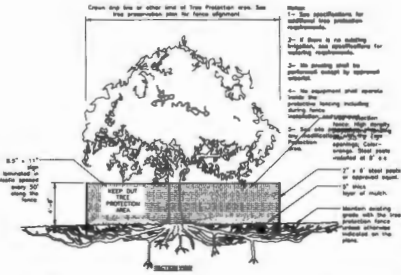
NO.	DESCRIPTION	REVISION LOG

**A NEW OFFICE BUILDING**  
 416 N. GREENO ROAD  
 FAIRHOPE, ALABAMA

**CLARK | GEER | LATHAM**  
 AND ASSOCIATES, INC.  
 1000 10TH AVENUE, SUITE 1000 | FAIRHOPE, AL 36525

PROJECT NO.  
 2019-001  
 EXTERNAL NUMBER  
 A-2.0

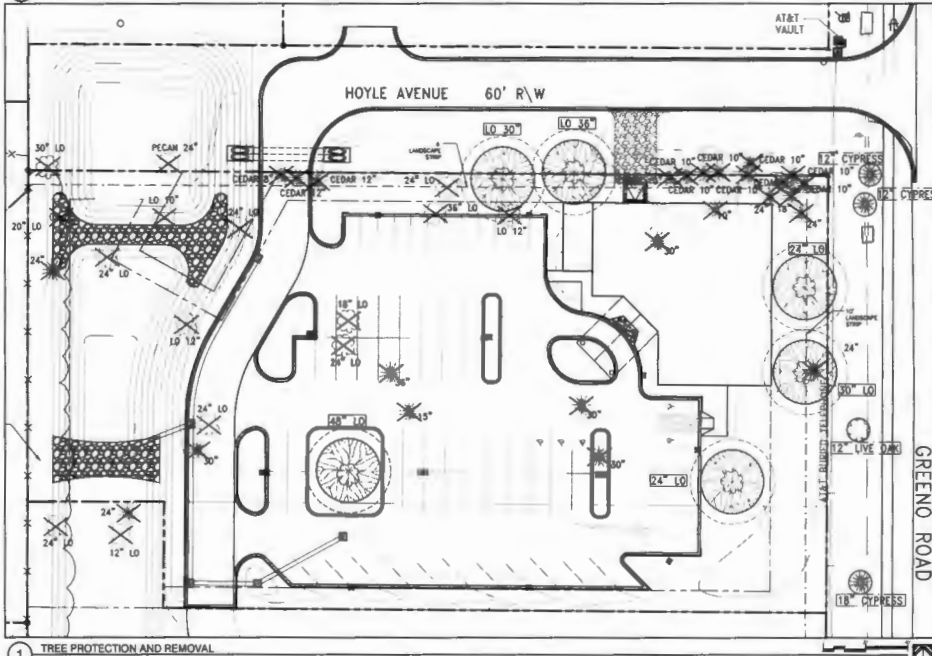




**TREE PRESERVATION NOTES**

- 1. ALL TREE REMOVALS SHALL BE APPROVED BY THE CITY ENGINEER.
- 2. ALL TREE REMOVALS SHALL BE APPROVED BY THE CITY ENGINEER.
- 3. ALL TREE REMOVALS SHALL BE APPROVED BY THE CITY ENGINEER.

**2 TREE PROTECTION**  
Scale: 1/4" = 1'-0"



**1 TREE PROTECTION AND REMOVAL**  
Scale: 1" = 30'

**TREE PRESERVATION CREDITS - Sec. 24.8-4(a)**

DBH	HEIGHT	SPECIES	COMMENTS	STY	CHECKED FOR TREE	TOTAL CREDITS
12"	Trunkless	sp.	Cypress	1	1	2
18"	Trunkless	sp.	Cypress	1	2	2
24"	Quarter	heightless	Live Oak	1	1	1
30"	Quarter	heightless	Live Oak	2	3	6
36"	Quarter	heightless	Live Oak	2	3	6
42"	Quarter	heightless	Live Oak	1	4	4
48"	Quarter	heightless	Live Oak	1	4	4

**TREE REMOVALS**

DBH	HEIGHT	SPECIES	COMMENTS	STY	REMOVED FOR TREE	TOTAL DEBITS
12"	Trunkless	sp.	Cypress	1	1	1
18"	Trunkless	sp.	Cypress	1	2	2
24"	Quarter	heightless	Live Oak	1	1	1
30"	Quarter	heightless	Live Oak	2	3	6
36"	Quarter	heightless	Live Oak	2	3	6
42"	Quarter	heightless	Live Oak	1	4	4
48"	Quarter	heightless	Live Oak	1	4	4



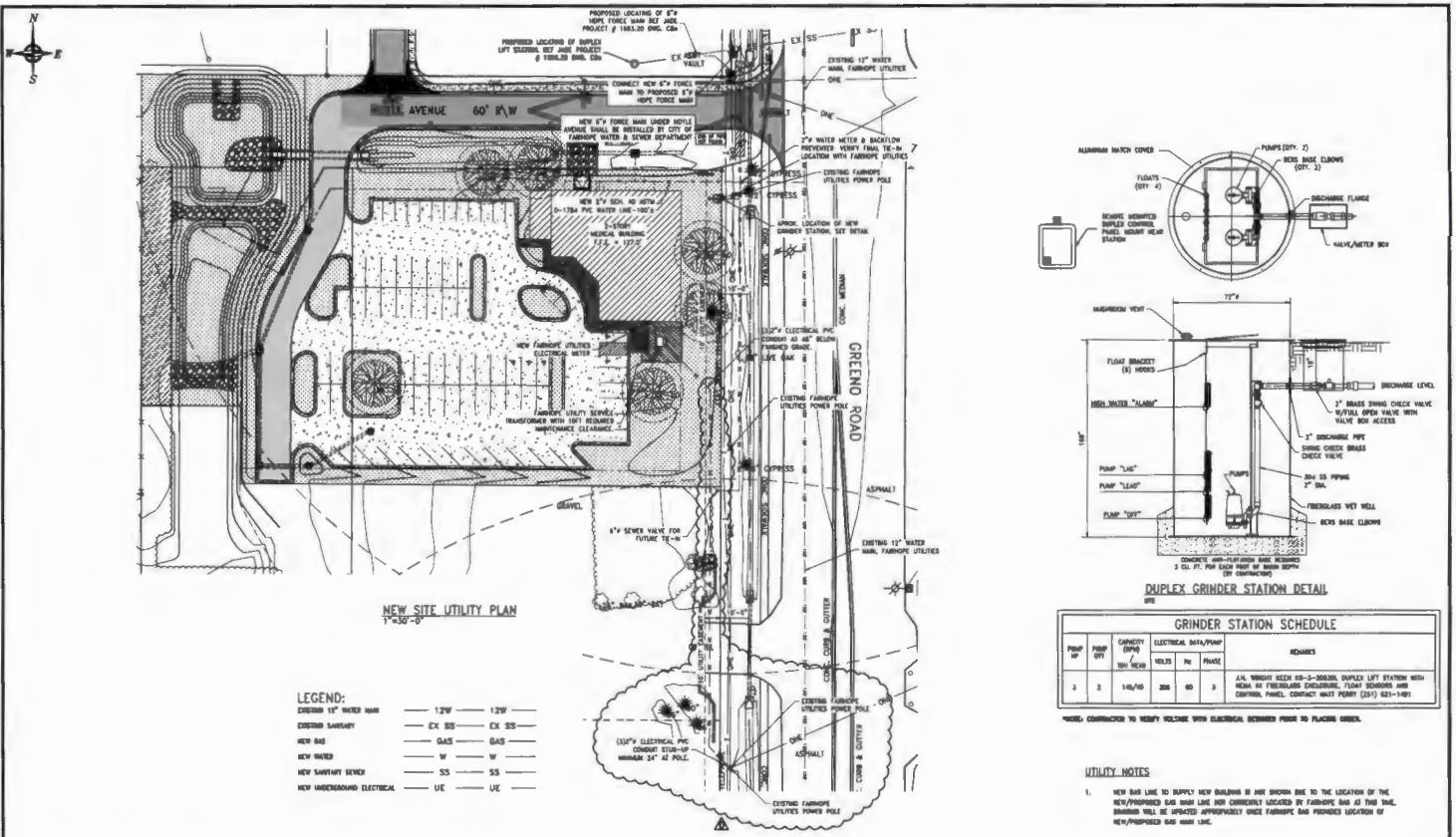
**NOT**  
 THESE PLANS HAVE NOT BEEN APPROVED AND ARE SUBJECT TO CHANGE.

A Landscape Development Plan for  
**Fairhope Urology**  
 Fairhope, Alabama



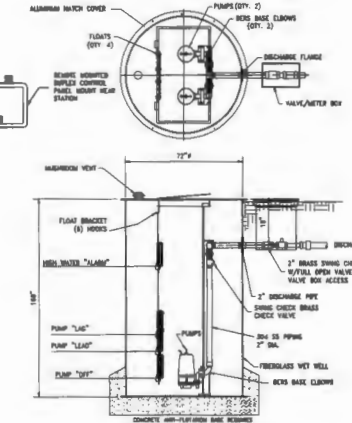
**TREE PRESERVATION AND REMOVAL**

Plan No. **TP100**



**LEGEND:**

EXISTING 12" WATER MAIN — 12W — 12W —  
 EXISTING SANITARY SEWER — EX SS — EX SS —  
 NEW GAS — GAS — GAS —  
 NEW WATER — W — W —  
 NEW SANITARY SEWER — SS — SS —  
 NEW UNDERGROUND ELECTRICAL — UE — UE —



**GRINDER STATION SCHEDULE**

PUMP NO.	PUMP QTY.	CAPACITY (GPM) PER HOUR	ELECTRICAL DATA/PUMP	REMARKS
			VOLTS PHASE	
1	2	140 GPM	200 3Ø	1. ALL HEIGHTS EXCEPT 2'-3" BELOW SUPPLY LIFT STATION WITH RICH OF FIBERGLASS CHLORIDE. FLOAT SECURES AIR CONTROL PANEL. CONTACT WALT PERRY (251) 631-1891

**UTILITY NOTES**

1. NEW GAS LINE TO SUPPLY NEW BUILDING IN AIR BROOKS BLDG TO THE LOCATION OF THE NEW/PROPOSED GAS MAIN LINE NOT CURRENTLY LOCATED BY FAIRHOPE GAS AS THIS DATE. BRASSHILL WILL BE UPDATED APPROPRIATELY ONCE FAIRHOPE GAS PROVIDES LOCATION OF NEW/PROPOSED GAS MAIN LINE.

457 St Michael St. Mobile, AL 36602 Phone (251) 433-1611 Fax (251) 433-1411		13 Thrash Rd. LaGrange, GA 30241 Phone (706) 302-2831 Fax (251) 433-1411	<b>FAIRHOPE UROLOGY ASSOCIATES          GREENO ROAD MOB, LLC</b> GREENO ROAD FAIRHOPE, ALABAMA	<b>NEW SITE UTILITY PLAN</b> DATE: 08/14/21 DRAWN BY: [Signature] CHECKED BY: [Signature] SCALE: AS SHOWN SHEET NO: 3979-C6
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**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Owners of Old Battles Village, Phase Four-A desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2777-D, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

**WHEREAS**, the City of Fairhope, Alabama, has received notice from the engineers of the project that the design and capacity of the public improvements have been designed in conformance with City requirements, and;

**WHEREAS**, the Public Works Director has indicated that the improvements meet City requirements, and;

**WHEREAS**, the City of Fairhope, Alabama, has received from the owners of Old Battles Village, Phase Four-A, maintenance bonds for the public improvements constructed for a period of 2 years, and;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Old Battles Village, Phase Four-A are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and 68V OBV 2020, LLC (the “Subdivider”).

**BE IT FURTHER RESOLVED** this resolution of acceptance shall not obligate the City of Fairhope to maintain any utility or drainage facilities outside the limits of the right-of-way of the public streets, whether or not such may be located within dedicated easements in any of these developments.

Adopted this 11th day of April, 2022

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

Attest:

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

# MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER  
800100883

The **PRINCIPAL** (Name and address of Contractor as appear in the Construction Contract)

Fulcrum Construction Group  
810 Mancini Avenue  
Daphne, AL 36526

The **SURETY** (Name and Principal Place of Business)

Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800  
Plymouth, MN 55441

The **CITY** City of Fairhope, Alabama  
Attn: J. Buford King  
555 South Section Street  
Fairhope, Alabama 36532

The **PENAL SUM** of this Bond: One Hundred Twenty-Four Thousand, Two Hundred Ninety-Three and 37/100 Dollars (\$124,293.37).

Name and date of the **CONTRACT**: Maintenance and Guaranty Agreement dated \_\_\_\_\_, 2021.

The **PROJECT**: Old Battles Village Phase 4A

- 
1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Contract, which is incorporated herein by reference. If the Contractor performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
  2. Whenever the Contractor fails to perform any term or condition or other obligation of the Contract, the City, acting through any agent of the City, shall have the right to give the Contractor and the Surety, at their addresses stated above, a written Notice to Default.
  3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:

- (a) Immediately take charge of the work required of the Contractor by the Contract (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
  - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
- 4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract. The presence or possibility of a claim by the Surety against the Contractor shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
- 5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
  - (a) the cost of completing the Contractor's responsibilities under the Contract, including correction of any defective work thereunder;
  - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
  - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
  - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.
- 6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

[Remainder of Page Intentionally Left Blank]

SIGNED AND SEALED this 4th day of February, 2021.

ATTEST:

Amanda Johnson

CONTRACTOR as PRINCIPAL:

Fulcrum Construction Group, LLC

By Nathan J Dunn

NATHAN J DUNN COO  
Name and Title

Countersigned by  
Alabama Resident Agent for Surety:

By No Longer Required

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

SURETY:

Atlantic Specialty Insurance Company

By Michelle Deligne

Michelle Deligne, Attorney-in-Fact  
Name and Title







POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Michelle Deligne, Jennifer S. Freeman, J. Erik McMichael, Suzanne Yeatman**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

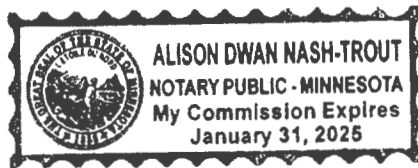
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-seventh day of April, 2020.

STATE OF MINNESOTA  
HENNEPIN COUNTY



By *Paul J. Brehm*  
Paul J. Brehm, Senior Vice President

On this twenty-seventh day of April, 2020, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



*Alison Nash-Trout*  
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 4th day of February, 2021.

This Power of Attorney expires  
January 31, 2025



*Kara Barrow*  
Kara Barrow, Secretary



Dewberry Engineers Inc.  
25353 Friendship Road  
Daphne, AL 36526

251.990.9950  
251.990.9910 fax  
www.dewberry.com

**ENGINEER'S MAINTENANCE BOND ESTIMATE  
"EXHIBIT A"  
OLD BATTLES VILLAGE PH. 4A  
THE IMPROVEMENTS**

All roadways, storm drain system, water system and sewer system infrastructure installed within the rights of way within the subdivision, see attached unit price bond estimate.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>GRADING &amp; DRAINAGE</b>					
1	18" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	402	LF	40.63	16,333.26
2	24" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	574	LF	45.79	26,283.46
3	30" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	179	LF	65.00	11,635.00
4	INLET, TYPE "S", 1-WING	2	EA	2,600.00	5,200.00
5	INLET, TYPE "S", 2-WING	4	EA	2,900.00	11,600.00
6	INLET, TYPE "X"	1	EA	3,120.00	3,120.00
7	OUTLET STRUCTURE	1	EA	3,552.00	3,552.00
8	SEEDING, FERTILIZER & MULCH	1.66	AC	1,250.00	2,075.00
9	4" TOPSOIL FROM STOCKPILE	1.7	AC	2,399.00	3,982.34
10	SOLID SOD BEHIND CURB	394	SY	5.50	2,167.00
<b>SUB-TOTAL GRADING &amp; DRAINAGE</b>					<b>85,948.06</b>
<b>ROADWAYS</b>					
11	TYPE "A" 2'-6" CONCRETE VALLEY GUTTER	2,478	LF	18.00	44,604.00
12	TYPE "E" 2'-6" MOUNTABLE CONCRETE CURB & GUTTER	181	LF	19.00	3,439.00
13	CONCRETE RIBBON CURB	25	LF	18.00	450.00
14	GRANULAR SAND SUBBASE MATERIAL 24" THICK	1,721	SY	7.75	13,337.75
15	GRANULAR SAND SUBBASE MATERIAL 36" THICK	2,689	SY	12.00	32,268.00
16	UPPER LAYER SAND CLAY BASE, 4" THICK	4,137	SY	2.61	10,797.57
17	LOWER LAYER SAND CLAY BASE, 4" THICK	3,030	SY	2.61	7,908.30
18	PRIME COAT	3,030	SY	1.38	4,181.40
19	BITUMINOUS CONCRETE WEARING SURFACE, 429-A, 165 LBS/SY	3,030	SY	12.08	36,602.40
20	CONCRETE SIDEWALK, 5' WIDE, COMMON AREAS	613	LF	25.30	15,508.90
21	CONCRETE SIDEWALK, 5' WIDE, LOTS	1,276	LF	25.30	32,282.80
22	HANDICAP RAMPS	6	EA	920.00	5,520.00
23	6" UNDERDRAIN PIPE	181	LF	19.81	3,585.61
24	STOP SIGN W/POST	1	EA	245.00	245.00
25	STREET SIGN	2	EA	245.00	490.00
26	SPEED LIMIT SIGN W/POST	2	EA	245.00	490.00
27	"DEAD END" SIGN W/POST	1	EA	245.00	245.00
28	WETLAND BUFFER SIGNS	9	EA	245.00	2,205.00
29	UTILITY SLEEVES	1	EA	483.00	483.00
30	BARRICADE	1	EA	1,365.00	1,365.00
<b>SUB-TOTAL ROADWAY:</b>					<b>216,008.73</b>
<b>WATER SYSTEM</b>					
31	8" PVC WATER MAIN	1,191	LF	15.84	18,865.44
32	8" D.I. WATER MAIN	18	LF	211.92	3,814.56
33	8" x 8" MJ TEE	1	EA	1,338.00	1,338.00

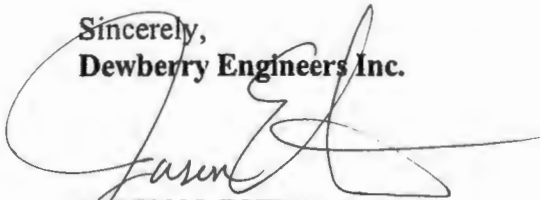


Dewberry Engineers Inc. | 251.990.9950  
 25353 Friendship Road | 251.990.9910 fax  
 Daphne, AL 36526 | www.dewberry.com

34	8" MJ GATE VALVE	2	EA	1,386.00	2,772.00
35	8" M.J. PLUG	1	EA	350.00	350.00
36	WATER SERVICES	21	EA	500.00	10,500.00
37	FIRE HYDRANT ASSEMBLY	4	EA	4,035.00	16,140.00
<b>SUB-TOTAL WATER SYSTEM:</b>					<b>53,780.00</b>
<b>SEWER SYSTEM</b>					
38	8" PVC GRAVITY SEWER 4'-6' CUT	209	LF	25.00	5,225.00
39	8" PVC GRAVITY SEWER 6'-8' CUT	400	EA	28.00	11,200.00
40	8" PVC GRAVITY SEWER 8'-10' CUT	199	EA	30.75	6,119.25
41	PRECAST CONCRETE MANHOLE, 4'-6' DEPTH	2	EA	2,500.00	5,000.00
42	PRECAST CONCRETE MANHOLE, 6'-8' DEPTH	1	EA	2,900.00	2,900.00
43	SEWER LATERAL	13	EA	975.00	12,675.00
44	CRUSHED AGGREGATE BEDDING	131	TON	44.00	5,764.00
45	GRANULAR SAND BACKFILL	673	SYIP	14.40	9,691.20
<b>SUB-TOTAL SEWER SYSTEM:</b>					<b>58,574.45</b>
<b>TOTAL:</b>					<b>\$ 414,311.24</b>
<b>ENGINEER'S MAINTENANCE BOND ESTIMATE, 2 YR. @ 30%:</b>					<b>\$ 124,293.37</b>

I certify the above estimate to be true and correct to the best of my knowledge.

Sincerely,  
**Dewberry Engineers Inc.**



**JASON N. ESTES, PE**  
 Associate Vice President  
 Business Unit Manager

SEAL

JE/pm





## MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between 68V OBV 2020, LLC.. (the "Sub-divider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Sub-divider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

### Recitals:

WHEREAS, the Sub-divider is the 68V OBV 2020, LLC.. of OLD BATTLES VILLAGE PH. 4A (the "Subdivision"), which Subdivision is recorded as Instrument Number 1915283 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Sub-divider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Sub-divider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Sub-divider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Sub-divider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Sub-divider is otherwise aware prior to the expiration of the Maintenance Period, the Sub-divider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Sub-divider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Sub-divider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Sub-divider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ 124,293.37. In the event the foregoing condition precedent is not satisfied within thirty ( 30 ) days of the Effective Date, the obligation



of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon performance in full by the Sub-divider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Sub-divider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Sub-divider (a "Notice of Default"). If the Sub-divider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Sub-divider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Sub-divider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Sub-divider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Sub-divider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Sub-divider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Sub-divider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Sub-divider represents and warrants to the City that the Sub-divider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Sub-divider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Sub-divider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Sub-divider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Sub-divider herein.

9. No Assignment. The Sub-divider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Sub-divider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Sub-divider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Sub-divider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

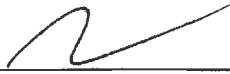
16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

18. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

68V OBV 2020, LLC.

By: 

Printed Name: Nathan Fox

As Its: Manager

Date: 2/8/21

**THE CITY OF FAIRHOPE, ALABAMA**

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

\_\_\_\_\_  
As Its Mayor

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

ATTEST:

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



**ENGINEER'S MAINTENANCE BOND ESTIMATE  
 "EXHIBIT A"  
 OLD BATTLES VILLAGE PH. 4A  
 THE IMPROVEMENTS**

All roadways, storm drain system, water system and sewer system infrastructure installed within the rights of way within the subdivision, see attached unit price bond estimate.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>GRADING &amp; DRAINAGE</b>					
1	18" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	402	LF	40.63	16,333.26
2	24" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	574	LF	45.79	26,283.46
3	30" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	179	LF	65.00	11,635.00
4	INLET, TYPE "S", 1-WING	2	EA	2,600.00	5,200.00
5	INLET, TYPE "S", 2-WING	4	EA	2,900.00	11,600.00
6	INLET, TYPE "X"	1	EA	3,120.00	3,120.00
7	OUTLET STRUCTURE	1	EA	3,552.00	3,552.00
8	SEEDING, FERTILIZER & MULCH	1.66	AC	1,250.00	2,075.00
9	4" TOPSOIL FROM STOCKPILE	1.7	AC	2,399.00	3,982.34
10	SOLID SOD BEHIND CURB	394	SY	5.50	2,167.00
<b>SUB-TOTAL GRADING &amp; DRAINAGE</b>					<b>85,948.06</b>
<b>ROADWAYS</b>					
11	TYPE "A" 2'-6" CONCRETE VALLEY GUTTER	2,478	LF	18.00	44,604.00
12	TYPE "E" 2'-8" MOUNTABLE CONCRETE CURB & GUTTER	181	LF	19.00	3,439.00
13	CONCRETE RIBBON CURB	25	LF	18.00	450.00
14	GRANULAR SAND SUBBASE MATERIAL 24" THICK	1,721	SY	7.75	13,337.75
15	GRANULAR SAND SUBBASE MATERIAL 36" THICK	2,689	SY	12.00	32,268.00
16	UPPER LAYER SAND CLAY BASE, 4" THICK	4,137	SY	2.61	10,797.57
17	LOWER LAYER SAND CLAY BASE, 4" THICK	3,030	SY	2.61	7,908.30
18	PRIME COAT	3,030	SY	1.38	4,181.40
19	BITUMINOUS CONCRETE WEARING SURFACE, 429-A, 165 LBS/SY	3,030	SY	12.08	36,602.40
20	CONCRETE SIDEWALK, 5' WIDE, COMMON AREAS	613	LF	25.30	15,508.90
21	CONCRETE SIDEWALK, 5' WIDE, LOTS	1,276	LF	25.30	32,282.80
22	HANDICAP RAMPS	6	EA	920.00	5,520.00
23	6" UNDERDRAIN PIPE	181	LF	19.81	3,585.61
24	STOP SIGN W/POST	1	EA	245.00	245.00
25	STREET SIGN	2	EA	245.00	490.00
26	SPEED LIMIT SIGN W/POST	2	EA	245.00	490.00
27	"DEAD END" SIGN W/POST	1	EA	245.00	245.00
28	WETLAND BUFFER SIGNS	9	EA	245.00	2,205.00
29	UTILITY SLEEVES	1	EA	483.00	483.00
30	BARRICADE	1	EA	1,365.00	1,365.00
<b>SUB-TOTAL ROADWAY:</b>					<b>216,008.73</b>
<b>WATER SYSTEM</b>					
31	8" PVC WATER MAIN	1,191	LF	15.84	18,865.44
32	8" D.I. WATER MAIN	18	LF	211.92	3,814.56
33	8" x 8" MJ TEE	1	EA	1,338.00	1,338.00

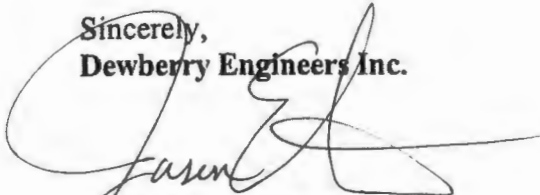




34	8" MJ GATE VALVE	2	EA	1,386.00	2,772.00
35	8" M.J. PLUG	1	EA	350.00	350.00
36	WATER SERVICES	21	EA	500.00	10,500.00
37	FIRE HYDRANT ASSEMBLY	4	EA	4,035.00	16,140.00
<b>SUB-TOTAL WATER SYSTEM:</b>					<b>53,780.00</b>
<b>SEWER SYSTEM</b>					
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39	8" PVC GRAVITY SEWER 6'-8' CUT	400	EA	28.00	11,200.00
40	8" PVC GRAVITY SEWER 8'-10' CUT	199	EA	30.75	6,119.25
41	PRECAST CONCRETE MANHOLE, 4'-6' DEPTH	2	EA	2,500.00	5,000.00
42	PRECAST CONCRETE MANHOLE, 6'-8' DEPTH	1	EA	2,900.00	2,900.00
43	SEWER LATERAL	13	EA	975.00	12,675.00
44	CRUSHED AGGREGATE BEDDING	131	TON	44.00	5,764.00
45	GRANULAR SAND BACKFILL	673	SYIP	14.40	9,691.20
<b>SUB-TOTAL SEWER SYSTEM:</b>					<b>58,574.45</b>
<b>TOTAL:</b>					<b>\$ 414,311.24</b>
<b>ENGINEER'S MAINTENANCE BOND ESTIMATE, 2 YR. @ 30%:</b>					<b>\$ 124,293.37</b>

I certify the above estimate to be true and correct to the best of my knowledge.

Sincerely,  
 Dewberry Engineers Inc.

  
 JASON N. ESTES, PE  
 Associate Vice President  
 Business Unit Manager

SEAL

JE/pm



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

**WHEREAS**, the Owners of Old Battles Village, Phase Four-B desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2817-D, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

**WHEREAS**, the City of Fairhope, Alabama, has received notice from the engineers of the project that the design and capacity of the public improvements have been designed in conformance with City requirements, and;

**WHEREAS**, the Public Works Director has indicated that the improvements meet City requirements, and;

**WHEREAS**, the City of Fairhope, Alabama, has received from the owners of Old Battles Village, Phase Four-B, maintenance bonds for the public improvements constructed for a period of 2 years, and;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Old Battles Village, Phase Four-B are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and 68V OBV 2020, LLC (the “Subdivider”).

**BE IT FURTHER RESOLVED** this resolution of acceptance shall not obligate the City of Fairhope to maintain any utility or drainage facilities outside the limits of the right-of-way of the public streets, whether or not such may be located within dedicated easements in any of these developments.

Adopted this 11th day of April, 2022

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

Attest:

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

# MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER  
800127908 \_\_\_\_\_

The **PRINCIPAL** *(Name and address of Contractor as appear in the Construction Contract)*

Fulcrum Construction Group, LLC  
810 Mancini Avenue  
Daphne, AL 36526

The **SURETY** *(Name and Principal Place of Business)*

Atlantic Specialty Insurance Company  
605 Highway 169 North, Suite 800  
Plymouth, MN 55441

The **CITY**

City of Fairhope, Alabama  
Attn: Planning and Zoning Director  
555 South Section Street  
Fairhope, Alabama 36532

The **PENAL SUM** of this Bond: ONE HUNDRED TWELVE THOUSAND NINE HUNDRED NINETEEN DOLLARS and 23/100 Dollars (\$112,919.23).

Name and date of the **CONTRACT**: Maintenance and Guaranty Agreement dated \_\_\_\_\_, 2021.

The **PROJECT**: OLD BATTLES VILLAGE PH. 4B Subdivision

---

1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Contract, which is incorporated herein by reference. If the Contractor performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. Whenever the Contractor fails to perform any term or condition or other obligation of the Contract, the City, acting through any agent of the City, shall have the right to give the Contractor and the Surety, at their addresses stated above, a written Notice to Default.
3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:

- (a) Immediately take charge of the work required of the Contractor by the Contract (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
  - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
- 4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Contractor under the Contract. The presence or possibility of a claim by the Surety against the Contractor shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
- 5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
  - (a) the cost of completing the Contractor's responsibilities under the Contract, including correction of any defective work thereunder;
  - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
  - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
  - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.
- 6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

[Remainder of Page Intentionally Left Blank]



SIGNED AND SEALED this 14th day of September, 2021.

ATTEST:

*Ken Wey*

CONTRACTOR as PRINCIPAL:

Fulcrum Construction Group, LLC

By *Kermen Hill*

*Kermen Hill, VP of Finance*  
Name and Title

Countersigned by  
Alabama Resident Agent for Surety:

By No Longer Required

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

SURETY:

Atlantic Specialty Insurance Company

By *Michelle Deligne*

Michelle Deligne, Attorney-in-Fact  
Name and Title



OCT 26 2021

BY: AK**MAINTENANCE AND GUARANTY AGREEMENT**

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between 68V OBV 2020, LLC, [insert name of developer as shown on the final subdivision plat] (the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties"), on the following recitals, terms, and conditions:

WHEREAS, the Subdivider is the developer of OLD BATTLES VILLAGE PH. 4B (the "Subdivision"), which Subdivision is recorded as Instrument Number 1971916 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, it is contemplated that prior to the City accepting for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider will be responsible for maintaining the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined), and that the Improvements will be free from defects arising during the Maintenance Period, or thereafter in certain circumstances as specified in this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. **Recitals.** The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. **Maintenance and Guaranty of Improvements.** The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period, and thereafter as specified below. In the event any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") arises, in whole or in part, during the Maintenance Period, the Subdivider shall be responsible correcting the same. During the Maintenance Period the Subdivider shall monitor and inspect the Improvements and shall remedy any Defect of which it in any manner becomes aware within ten days of becoming so aware, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. Not less than 30 days or more than 60 days before expiration of the Maintenance Period the Subdivider shall schedule with the City's Building Official, or his designee, a joint inspection of the Improvements by the Subdivider and City. The City will give the Subdivider a Notice of Defects identified as a result of such inspection within 15 days of the inspection. Any and all Defect(s) so identified by the City shall be remedied by the Subdivider within ten days of the Notice of Defects, except that in the event a Defect is not capable



of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. However, any and all Defects identified by the City shall be completely remedied, to the complete satisfaction of the City, prior to acceptance of the Improvements by the City. Additionally, in the event other Defects arise after expiration of the Maintenance Period, but prior to all Defects identified by the City in the Notice of Defects being completely remedied by the Subdivider, the Subdivider shall be responsible for remedying such other Defect(s), in like manner as set forth above, prior to the City accepting the Improvements. It is the intent of this Agreement that there be no Defect(s) in the Improvements at the time the City accepts the same.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ 112,919.23. In the event the foregoing condition precedent is not satisfied within THIRTY (~~30~~) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon expiration of the Maintenance Period, and provided that the Subdivider has fully performed under this Agreement, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any



regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

9. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.



15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

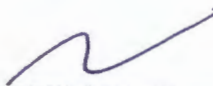
16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

18. Effective Date. As used herein, the term "Effective Date" means the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

68V OBV 2020, LLC.

By:   
Name: Nathan Cox  
As Its: Manager  
Date: 9/14/21

THE CITY OF FAIRHOPE, ALABAMA

By: \_\_\_\_\_  
As Its Mayor  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

RECEIVED

OCT 26 2021

**EXHIBIT "A"**  
**The Improvements**

BY: AK

All roadways, storm drain system, water system and sewer system infrastructure installed within the rights of way within the subdivision, see attached unit price bond estimate.

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	AMOUNT
<b>GRADING &amp; DRAINAGE</b>					
1	18" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	322	LF	40.63	13,082.86
2	24" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	52	LF	45.79	2,381.08
3	30" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	175	LF	65.00	11,375.00
4	36" R.C. PIPE, CL.3, RUBBER GASKET JOINTS	195	LF	72.00	14,040.00
5	INLET, TYPE "S", 1-WING	5	EA	2,600.00	13,000.00
6	INLET, TYPE "S", 2-WING	2	EA	2,900.00	5,800.00
7	YARD INLET	2	EA	3,600.00	7,200.00
8	JUNCTION BOX	2	EA	3,400.00	6,800.00
9	SEEDING, FERTILIZER & MULCH	1.69	AC	1,250.00	2,112.50
10	4" TOPSOIL FROM STOCKPILE	1.69	AC	2,399.00	4,054.31
11	SOLID SOD BEHIND CURB	378.00	SY	5.50	2,079.00
<b>SUB-TOTAL GRADING &amp; DRAINAGE</b>					<b>81,924.75</b>
<b>ROADWAYS</b>					
12	TYPE "A" 2'-6" CONCRETE VALLEY GUTTER	2,552	LF	22.00	56,144.00
13	CONCRETE RIBBON CURB	25	LF	21.00	525.00
14	GRANULAR SAND SUBBASE MATERIAL 24" THICK	3,507	SY	7.75	27,179.25
15	GRANULAR SAND SUBBASE MATERIAL 36" THICK	378	SY	12.00	4,536.00
16	UPPER LAYER SAND CLAY BASE, 4" THICK	3,740	SY	2.61	9,761.40
17	LOWER LAYER SAND CLAY BASE, 4" THICK	2,892	SY	2.61	7,548.12
18	PRIME COAT	2,892	SY	1.38	3,990.96
19	BITUMINOUS CONCRETE WEARING SURFACE, 429-A, 165 LBS/SY	2,892	SY	12.08	34,935.36
20	CONCRETE SIDEWALK, 5' WIDE, COMMON AREAS	475	LF	25.30	12,017.50
21	HANDICAP RAMPS	6	EA	920.00	5,520.00
22	STOP SIGN W/POST	1	EA	245.00	245.00
23	STOP SIGN ON EXIST. STREET SIGN POSTS	2	EA	245.00	490.00
24	STREET SIGN	2	EA	245.00	490.00
25	SPEED LIMIT SIGN W/POST	3	EA	245.00	735.00
26	BARRICADE	1	EA	1,365.00	1,365.00
<b>SUB-TOTAL ROADWAY:</b>					<b>165,462.59</b>
<b>WATER SYSTEM</b>					
27	6" PVC WATER MAIN	1,206	LF	15.84	19,103.04
28	6" D.I. WATER MAIN	18	LF	211.92	3,814.56
29	6" x 6" MJ TEE	1	EA	1,338.00	1,338.00
30	6" MJ GATE VALVE	2	EA	1,336.00	2,672.00
30	6" MJ 45 BEND	1	EA	350.00	350.00
31	6" MJ 22.5 BEND	1	EA	300.00	300.00
31	6" MJ 11.25 BEND	1	EA	300.00	300.00

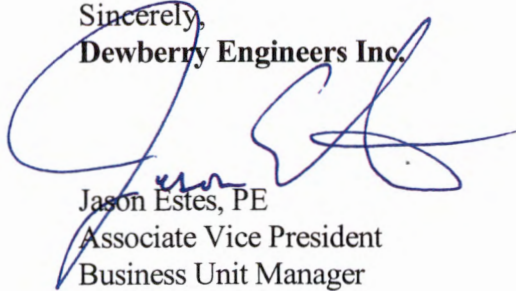
31	8" M.J. PLUG	1	EA	300.00	300.00
32	WATER SERVICES	19	EA	500.00	9,500.00
33	FIRE HYDRANT ASSEMBLY	3	EA	4,035.00	12,105.00
<b>SUB-TOTAL WATER SYSTEM:</b>					<b>49,782.60</b>
<b>SEWER SYSTEM</b>					
34	8" PVC GRAVITY SEWER 4'-6' CUT	37	LF	25.00	925.00
35	8" PVC GRAVITY SEWER 6'-8' CUT	523	EA	28.00	14,644.00
36	8" PVC GRAVITY SEWER 8'-10' CUT	278	EA	30.75	8,548.50
37	8" PVC GRAVITY SEWER 10'-12' CUT	37	EA	85.00	3,145.00
38	8" PVC GRAVITY SEWER 12'-14' CUT	51	EA	100.00	5,100.00
39	8" PVC GRAVITY SEWER 14'-16' CUT	26	EA	120.00	3,120.00
40	PRECAST CONCRETE MANHOLE, 6'-8' DEPTH	4	EA	2,900.00	11,600.00
41	PRECAST CONCRETE MANHOLE, 10'-12' DOGHOUSE	1	EA	6,400.00	6,400.00
42	PRECAST CONCRETE MANHOLE, 14'-16' DROP CON.	1	EA	7,200.00	7,200.00
43	SEWER LATERAL	19	EA	975.00	18,525.00
<b>SUB-TOTAL SEWER SYSTEM:</b>					<b>79,207.50</b>
<b>TOTAL:</b>					<b>\$376,397.44</b>

I certify the above estimate to be true and correct to the best of my knowledge.

The City of Fairhope requires a 2 year maintenance bond at 30% = \$ 112,919.23

Sincerely,

**Dewberry Engineers Inc.**



Jason Estes, PE  
Associate Vice President  
Business Unit Manager



SEAL

JE/pm

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

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

[1] That the City Council approves the selection of Kimley-Horn to perform Professional Preliminary Engineering Services for County Road 32 Upgrade for SRF Grant for Water Upgrades on County Road 32 from County Road 33 to Greeno Road then north to High School; (RFQ No. PS012-22); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 11TH DAY OF APRIL, 2022

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

Attest:

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





**MEMO**

To: Lisa Hanks, City Clerk  
Kim Creech, Treasurer

Sherry Sullivan  
Mayor

From:   
Cory Pierce, Purchasing Manager

Date: March 31, 2022

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

Re: RFQ PS012-22 Preliminary Engineering Services for CR 32 Upgrade for SRF Grant

Lisa A. Hanks, MMC  
City Clerk

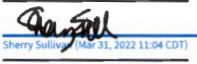
The Superintendent of the Water and Wastewater Department, Jason Langley, is requesting the hiring of a professional consulting firm for RFQ PS012-22 for preliminary engineering for water upgrades on County Road 32 from County Road 33 to Greeno then north to the high school.

Kimberly Creech  
Treasurer

Per our Procedure for Procuring Professional Services, Jason Langley and I are providing this list of firms for the Mayor to select from for the work.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

- \_\_\_\_\_ / \_\_\_ / \_\_\_ Jade Consulting, LLC.
- \_\_\_\_\_ / \_\_\_ / \_\_\_ Mott MacDonald, LLC.
-   
Sherry Sullivan (Mar 31, 2022 11:04 CDT) / \_\_\_ / \_\_\_ Kimley-Horn
- \_\_\_\_\_ / \_\_\_ / \_\_\_ None. Submit another list

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

Cc: file, Jason Langley, Mayor Sherry Sullivan

251-928-2136 (p)

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

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

[1] That the City Council approves the selection of Thompson Engineering, LLC to perform Professional Preliminary Engineering Services for Water and Wastewater Upgrades in the Fruit and Nut Area (RFQ No. PS011-22); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 11TH DAY OF APRIL, 2022

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

Attest:

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



**MEMO**

To: Lisa Hanks, City Clerk  
Kim Creech, Treasurer

Sherry Sullivan  
Mayor

From:   
Cory Pierce, Purchasing Manager

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

Date: March 31, 2022

Re: RFQ PS011-22 Preliminary Engineering Services for Water and Wastewater Upgrades in Fruit and Nut Area

Lisa A. Hanks, MMC  
City Clerk


The Superintendent of the Water and Wastewater Department, Jason Langley, is requesting the hiring of a professional consulting firm for RFQ PS011-22 for preliminary engineering for water and wastewater upgrades in the Fruit and Nut area.

Kimberly Creech  
Treasurer

Per our Procedure for Procuring Professional Services, Jason Langley and I are providing this list of firms for the Mayor to select from for the work.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

- \_\_\_\_\_ / \_\_\_ / \_\_\_ Terracon Consultants, Inc.
- \_\_\_\_\_ / \_\_\_ / \_\_\_ Specialty Civil Designs, LLC
-   
Sherry Sullivan (Mar 31, 2022 11:06 CDT) \_\_\_\_\_ / \_\_\_ / \_\_\_ Thompson Engineering, LLC
- \_\_\_\_\_ / \_\_\_ / \_\_\_ None. Submit another list

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

Cc: file, Jason Langley, Mayor Sherry Sullivan

251-928-2136 (p)

**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 Arts Alley Downtown Transit Hub for the Public Works Department (Bid Number 001-22) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the bid proposals with the required bid specifications and Federal mandates, Staff along with our Project Architect of Record through consultation with the ESMPO, the County, and ALDOT personnel, request that the bid be (Bid No. 001-22) Arts Alley Downtown Transit Hub through consultation with ESMPO, County and ALDOT personnel, we request that the initial bid be declared void due to mandated Federal bid law issues.

Adopted on this 11th day of April, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk



**RESOLUTION NO. 4336-22**

**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 Arts Alley Downtown Transit Hub for the Public Works Department (Bid Number 001-22) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama. The Invitation to Bid No. 001-22 Arts Alley Transit Hub was posted to the City's website on Thursday, October 14, 2021, and viewed by eighty-eight (88) vendors of the three-hundred and fifteen (315) e-notification recipients on the City's website. Five (5) vendors attended the Mandatory Pre-Bid held on Thursday, November 4, 2021, at 2:30 p.m.

[2] At the appointed time and place, the City received two (2) bids from Blade Construction, LLC and Highland Wake Construction, LLC. They were opened and tabulated.

[3] After evaluating the bid proposals with the required bid specifications, Blade Construction LLC with total bid proposal of \$1,237,582.23, is now awarded the bid for Arts Alley Downtown Transit Hub. Contingent on project authorization from funding stakeholders.

Adopted on this 10th day of January, 2022

---

Jimmy Reid Conyers, Jr.  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

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

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

[1] That the City of Fairhope approves the procurement for Fencing Installation and Gate at Well 3 Property on CR33 to be purchased from Hagan Fence for the Water Department. Three quotes were obtained for this procurement and Hagan Fence was the lowest. The total cost not-to-exceed amount of \$24,999.00.

Adopted on this 11th day of April, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 4/1/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Fencing Installation and Gate at Well 3 Property on CR 33 from Hagan Fence

Project Location: Water Dept

Presented to City Council: 4/11/2022

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent  
Tim Manuel, Water & Sewer Assistant Superintendent

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

Project Cash Requirement Requested:  
Cost: \$ 24,999.00 (Not-to-Exceed)

APR 1 '22 PM 12:21  
*JAW*

Vendor: Hagan Fence

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: 004010-59502  
G/L Acct Name: System Improvement-WWTP

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

Project Budgeted: \$ 24,999.00  
Balance Sheet Item Included in projected cash flow

Over (Under) budget amount: \$ -

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

Comments: Three Quotes were obtained for this project.

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

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

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 3/29/2022

Purchasing Memo Date: 3/29/2022

Delivered To Date: 4/1/2022

Request Approved Date: 4/1/2022

Request Approved Date: 4/1/2022

Approved Date: 4/1/2022

Signatures: Aislinn Stone

Signatures: Kim Crech

Signatures: 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: March 29, 2022

Re: **Green Sheet and City Council Approval for the request of Fencing Installation and Gate at Well 3 Property on CR 33**

The Water/Wastewater Superintendent, Jason Langley, is requesting procurement of Fencing Installation and Gate at Well 3 Property on CR33

Three quotes were obtained for this procurement and Hagan Fence was the lowest quote at Twenty Four Thousand Nine Hundred Ninety-nine Dollars (\$24,999.00).

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for a Fencing Installation and Gate at Well 3 Property on CR 33 for \$24,999.00.**

CC file, Jason Langley, Clint Steadham

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

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



24446 HIGHWAY 59 N.  
 ROBERTSDALE, AL 36567  
 251-947-4143 OFFICE  
 251-947-4253 FAX



**BUY DIRECT**  
 Residential - Commer  
 We Special  
 Wood - Chain Link - Orname  
 Established

## PROPOSAL / CONTRACT

Invoice Submitted to <i>City of Fairhope</i>		Phone	Invoice #
Street Address <i>City rd 33</i>		Job Name	
City, State and Zip Code <i>Fairhope AL</i>		Job Location	
Architect	Date of Plans <i>3-2-20</i>	Sales Person STACY	

*Material and labor to install 1,106' of  
 Chain Link Fence with Barbwire on Top and  
 Double Swing Gate.*

<i>2 7/8" Terminal Post</i>	<i>5540</i>	<i>Truss + 2</i>
<i>2 3/8" Line Post</i>	<i>5540</i>	<i>Ends +</i>
<i>1 5/8" Top Rail</i>	<i>5540</i>	<i>Gate Post</i>
<i>9 gauge Fabric</i>		
<i>1 5/2" heavy Barbwire</i>		<i>repair</i>

Height	NA	End Posts
Post Spaced	NA	Corner Posts
Barb Wire	NA	Walk Gate Po
Gauge	NA	Drive Gate Po
Top Rail	NA	Gate Frames
Line Posts	NA	NA

Hagan Fences proposes to furnish materials and labor - complete in accordance with above specifications

**Total Contract Price** *24,999.00*

Payments to be made as follows:

<b>CONTRACT CONDITIONS</b>		Terms: Due Upon
GUARANTEE: 1 Year Material and Workmanship More or less material than amount contracted for will be debited or credited at current rates. ACCEPTANCE: The above proposal when accepted by Hagan Fence Company, at its main office, becomes a contract. The terms and conditions on the part of Hagan Fence Company shall not		



# CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Timothy L Manuel  
Department: Water

Date: 03/18/2022  
Title: Assistant Superintendent

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. Hagan Fence	\$ \$ 24,999.00
2. Cooper Fence	\$ 29,800
3. Consolidated Fence	\$ 41,200

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? Install fence and gate Well property CR 33
2. What is the total cost of the item or service? \$ 24,999.00
3. How many do you need? one
4. Item or Service Is:  New  Used  Replacement  Annual Request
5. Vendor Name (Lowest Quote): Hagan Fence
6. Vendor Number: 2561  
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? \$ 3,425,800.00
3. Budget code: 004010 - 59.502

I certify that I have completed this form to the best of my ability:

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





**Cooper Fence Company, LLC**  
21333 State Highway 181  
Fairhope, AL 36532 US  
(251) 367-1980  
ap.cooperfence@gmail.com

# Estimate

**ADDRESS**

CITY OF FAIRHOPE  
P.O. DRAWER 429  
FAIRHOPE, AL 36532

**ESTIMATE # 8272**

**DATE 03/16/2022**

**SALES PERSON NAME**

Colton

**JOB NAME**

WELL 3

**JOB LOCATION**

33 Boone Lane

ACTIVITY	QTY	AMOUNT
<b>CHAIN LINK - 6' HIGH GALVANIZED 1</b> 6' in Height Galvanized Chain Link- SPS40 - 2 in line post with 3 in terminals - 3 strand b-wire - 1 5/8 top rail w/ wire tie bottom 9 gauge	1,050	28,000.00
<b>Sales</b> 16 FT W x 6 FT H - chain-link w/ 3 strand b- wire - all material same spec as fence	1	1,800.00

Thank you for letting Cooper Fence provide you with an estimate for your Fence Project!

**TOTAL**

**\$29,800.00**

- \*Top rail to follow the grade of the ground-Fence to be on ground or within 3"-buyer responsible to fill in extremely low areas
- \*Are property lines clearly marked? (If no, owner responsible for designating property lines)
- \*Property owner is responsible for all underground lines, pipes and property. Lines can be located by calling Alabama Line Locators at 1.800.292.8525
- \*50% deposit is due with remaining 50% upon completion of the project
- \*Cooper Fence Company shall not be held liable for any damage to landscaping, trees or sod inflicted during installation of the project.

Accepted By

Accepted Date

\*Any detail of the construction or placement of fence not specified in contract or drawing will be constructed at discretion of Cooper Fence Company

\*Upon signing of this proposal by client, client accepts all information reflected within document to be correct, and the proposal will be deemed accepted by the client and will be a legal and binding contract between client and Cooper Fence Company

CONSOLIDATED FENCE COMPANY,  
 LLC  
 25451 STATE HWY 181  
 DAPHNE, AL 36526

# Estimate

Date	Estimate #
3/11/2022	14960

Name / Address
CITY OF FAIRHOPE-PUBLIC WORKS P.O. DRAWER 429 FAIRHOPE, AL 36533

Project

Description	Qty	Cost	Total
OFF 33 WELL SITE NEW FENCING			
6' TALL COMMERCIAL CHAIN LINK FENCE	1,000	38.00	38,000.00
20' CANTILEVER GATE	1	3,200.00	3,200.00
CHAIN LINK 6' 9 GAUGE			
1 5/8 SS40 RAIL			
2" SS40 LINE POSTS			
3" SS40 TERMINAL POSTS			
BARBED WIRE			
<b>Total</b>			<b>\$41,200.00</b>

Customer Signature \_\_\_\_\_



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

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

[1] That the City of Fairhope approves the procurement of inventory for 860 Fisher Type HSR Regulators for the Gas Department to be purchased from John H. Carter Co., Inc. as Sole Source Provider in the State of Alabama. Regulators are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed the amount of \$51,238.80 to replenish inventory.

Adopted on this 11th day of April, 2022

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 4/1/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Inventory Fisher Type HSR Regulator from John H Carter

Project Location: Gas Dept

Presented to City Council: 4/11/2022

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

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

Project Cash Requirement Requested:  
Cost: \$ 51,238.80 (Not-to-Exceed)

Vendor: John H Carter

Project Engineer: n/a

Order Date: n/a Lead Time: 24-28 Weeks

APR 1 '22 PM 12:21  
*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-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   
Inventoried XXX

Expense Code: 002-14015  
G/L Acct Name: Inventory

Project Budgeted: \$ 51,238.80  
Balance Sheet Item-  
Included in projected cash flow

Over (Under) budget amount: \$ -

Funding Source:

Operating Expenses   
Budgeted Capital XXX   
Unfunded

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

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

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

Comments: To replenish the inventory

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

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

Purchasing Memo Date: 3/29/2022 Purchasing Memo Date: 3/29/2022 Delivered To Date: 4/1/2022

Request Approved Date: 4/1/2022 Request Approved Date: 4/1/2022 Approved Date: 4/1/2022

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: March 29, 2022

Re: **Green Sheet and City Council Approval for the request of Regulators  
from John H. Carter Co., Inc.**

The Gas Department Director, Terry Hollman, is requesting procurement of inventory regulators for the Gas Department. These regulators will be purchased from John H. Carter Co., Inc. Attached is the quoted pricing from John H. Carter Co., Inc. reflecting the price of regulators on March 28, 2022. The Gas Department is requesting to establish a not-to-exceed amount of Fifty-One Thousand Two Hundred Thirty Eight Dollars and Eighty Cents (\$51,238.80) to replenish the inventory.

The regulators are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7) which states:

*"The purchase of equipment, supplies, or materials needed, used and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality".*

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

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

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for inventory regulators not-to-exceed \$51,238.80.**

CC file, Terry Hollman, Clint Steadham



<b>Customer:</b> CITY OF FAIRHOPE - PUBLIC UTILITIES	John H. Carter Co., Inc.
<b>Contact:</b> JEREMY LITTLE	<b>Phone:</b> 251-653-9898
<b>Contact Phone:</b> 251-928-8003	<b>Fax:</b>
<b>Contact Cell:</b>	<b>Contact:</b> Patti Villano
<b>Contact Email:</b> JEREMY.LITTLE@FAIRHOPEAL.GOV	<b>Email:</b> patti.villano@johnhcarter.com
	<b>Sales Quote Ref:</b> SQ364977
<b>Customer Ref#:</b>	<b>Last Modified Date:</b> 3/28/2022 11:24:34 AM
<b>Payment Terms:</b>	<b>Shipping Terms:</b> Prepaid and Bill
<b>Quote Expiration Date:</b> 4/23/2022	<b>Incoterms:</b> FOB Shipping Point
	<b>Rev:</b>

Line No.	Part No.	Description	Qty.	Unit Price	Ext. Amount	Leadtime
1	HSR-1628-3584550	FISHER TYPE HSR REGULATOR 3/4" X 3/4" NPT ANGLE CAST IRON BODY, 1/4" PORT, 1.25 TO 2.2 PSIG SPRING RANGE, 3/4" VENT, POSITION 3F	800	59.58	47,664.00	24-28 WEEKS (ARO)
2	HSR-1628-88814	FISHER TYPE HSR REGULATOR 3/4" X 3/4" NPT ANGLE CAST IRON BODY, 1/4" PORT, 6 TO 8 IN WC SPRING RANGE, 3/4" VENT, POSITION 3F	60	59.58	3,574.80	24-28 WEEKS (ARO)

Did you know that John H. Carter Company offers a wide variety of products? We even offer service & repair on most of these, as well as automated process control systems. For your convenience, please visit [www.johnhcarter.com](http://www.johnhcarter.com) for a complete list of products & services.

<b>TOTAL</b>	<b>51,238.80</b>
--------------	------------------

excluding freight, tax, and alternates





CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM

Name: Jeremy Little

Date: 3/28/2022

Department: Gas

Table with 6 columns: Expenditure Threshold, Distinctions, Quotes Required, Approval, Green Sheet, Resolution. Rows include thresholds like Under \$5,000, \$5,001 and greater, etc.

QUOTES

Table with 2 columns: Vendor Name, Vendor Quote. Row 1: John H. Carter, \$ 51,238.80

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

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase? House Regulators
2. What is the total cost of the item or service? \$51,238.80
3. How many do you need? 860
4. Item or Service Is: [x] New [ ] Used [ ] Replacement [ ] Annual Request
5. Vendor Name (Lowest Quote): John H. Carter
6. Vendor Number: 3998
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- 1. Is it budgeted? [x] Yes [ ] No [ ] Emergency Request
2. If budgeted, what is the budgeted amount? Inventory
3. Budget code: 14015

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



Emerson Pressure Management

3200 Emerson Way

McKinney, TX 75070

Date: 3/21//2022

From: Justin Germany – Regional Sales Manager Pressure Management

Subject: Emerson Regulator Tehnologies Business Unit Product Representation

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

John H. Carter is the authorized representative to receive & respond to Quote Request, Technical Request, Receive & Process Purchase Orders to represent Emerson Pressure Management Organization for these respective products in their territory. John H. Carter employees engineers who have the capability to size, select, & troubleshoot Fisher Regulator products and also carry a vast inventory to support the local area.

Their contact details are as follows:

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

Any questions related to the above please feel free to reach out at anytime.

Best Regards,

A handwritten signature in black ink that reads 'Justin Germany' in a cursive script.

Justin Germany  
Regional Sales Manager  
Emerson

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

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

[1] That the City of Fairhope approves the procurement of inventory for 850 Meters for the Gas Department to be purchased from ELSTER American Meter Company, through Ed Young Sales Company (EYSCO) as sole-source sales representative for Elster. The units must fit into our existing standardized system; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed the amount of \$107,045.25 to replenish inventory.

Adopted on this 11th day of April, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 4/1/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of inventory Elster American Meters from Ed Young Sales

Project Location: Gas Dept

Presented to City Council: 4/11/2022

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

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

Project Cash Requirement Requested:  
Cost: \$ 107,045.25 (Not-to-Exceed)

Vendor: Ed Young Sales

Project Engineer: n/a

Order Date: n/a Lead Time: 14-16 Weeks

APR 1 2022 17:20  
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-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 \_\_\_\_\_   
Inventoried XXX

Funding Source:

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

Expense Code: 002-14015  
G/L Acct Name: Inventory

Project Budgeted: \$ 107,045.25  
Balance Sheet Item Included in projected cash flow

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

Comments: To replenish the inventory

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

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

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

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

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>3/29/2022</u>	Purchasing Memo Date: <u>3/29/2022</u>	Delivered To Date: <u>4/1/2022</u>
Request Approved Date: <u>4/1/2022</u>	Request Approved Date: <u>4/1/2022</u>	Approved Date: <u>4/1/2022</u>
Signatures: <u>Aislinn Storie</u>	<u>Kim Creech</u> Kim Creech	<u>Sherry Sullivan</u> Mayor Sherry Sullivan





## MEMO

Sherry Sullivan  
Mayor

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

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

From:   
Cory Pierce, Purchasing Manager

Date: March 29, 2022

Lisa A. Hanks, MMC  
City Clerk

Re: **Green Sheet and City Council Approval for the request of Inventory  
Elster American Meters from Ed Young Sales**

Kimberly Creech  
Treasurer

The Gas Department Director, Terry Hollman, is requesting procurement of inventory gas meters for the Gas Department. This Elster American Meter will be purchased from Ed Young Sales. Attached is the quoted pricing from Ed Young Sales reflecting the price of meters on March 18, 2022. The Gas Department is requesting to establish a not-to-exceed amount of One Hundred Seven Thousand Forty-Five Dollars and Twenty-Five Cents (\$107,045.25) to replenish the inventory.

The pipes are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7) which states:

*"The purchase of equipment, supplies, or materials needed, used and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality".*

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

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for inventory meters not-to-exceed \$107,045.25.**

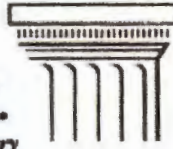
251-928-2136 (p)  
251-928-6776 (f)  
www.FairhopeAL.gov

CC file, Terry Hollman, Clint Steadham



# ED YOUNG SALES COMPANY, INC.

*Manufacturer's Representatives serving the Energy Industry*



Quote	
<u>Quote Number</u> Q031822	<u>Date</u> 3/18/2022
Printed : 3/18/2022	Page: 1

Principal
Principal PO # Q031822 Elster American Meter Company 27953 Network Place Carol Stream, IL 60673-1953 Tel: 402-873-0703 Fax: 402-873-7616

Invoice To		Sold To		Ship To		
Fairhope, City of 555 South Section St. PO Drawer 429 Fairhope, AL 36532-0429 Tel: (251) 990-0147 Fax: (251) 990-0156		Fairhope, City of 555 South Section St. PO Drawer 429 Fairhope, AL 36532-0429 Tel: (251) 990-0147 Fax: (251) 990-0156		Fairhope, City of 555 South Section St.-36532 Fairhope, AL 36532-0429 Tel: (251) 990-0147 Fax: (251) 990-0156		
Terms	Sales Rep	FOB		Ship Via	Cancel Date	
NET 30	MIKE JAVON	FACTORY		BEST WAY		
Item Number	Description	QTY	Price	Discount	Amount	Schedule Date Request Date
AC250NX W/AMR 2#PC		800.0	\$78.74000	\$0.00	\$62,992.00	
SPRAGUE 1A GAL-BSI	CONNECTION SET	800.0	\$19.87000	\$0.00	\$15,896.00	
AL425 2#PC W/ERT	10# WP, 2#PC INDEX W/ERT	25.0	\$ 323.05000	\$0.00	\$8,076.25	
30LT GMI-BSI	CONNECTION SET	25.0	\$55.29000	\$0.00	\$1,382.25	
AC630 25# 2#PC W/ERT	25#WP, 2#PC W/ERT MOUNTED	25.0	\$ 692.66000	\$0.00	\$17,316.50	
30LT GMI-BSI	CONNECTION SET	25.0	\$55.29000	\$0.00	\$1,382.25	
<b>Notes:</b>						
PRICE INCLUDES FREIGHT CHARGES						
PO MUST LIST ELSTER AMERICAN METE AS THE VENDOR						
ESTIMATED DELIVERY (ERTS MUST ARRIVE 4 WEEKS PRIOR TO SCHEDULED SHIPMENT):						
AC250NX @ 14-16 WEEKS ARO						
AL425 AND AC630 @ 48-50 WEEKS ARO						

	<b>Taxable</b>	\$0.00
	<b>Tax</b>	\$0.00
	<b>Exempt</b>	\$ 107,045.25
	<b>Freight</b>	\$0.00
	<b>Total</b>	\$ 107,045.25



**CITY OF FAIRHOPE  
PURCHASING DEPARTMENT  
REQUEST FORM**

Name: Jeremy Little Date: 3/17/2022  
 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.	Elster American Meter - Ed Young Sales	\$	107,045.25
2.		\$	
3.		\$	

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

**ITEM OR SERVICE INFORMATION**

- What item or service do you need to purchase? Gas Meters
- What is the total cost of the item or service? \$107,045.25
- How many do you need? 850
- Item or Service Is:  New  Used  Replacement  Annual Request
- Vendor Name (Lowest Quote): Elster American Meter - Ed Young Sales
- Vendor Number: 1846

*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**

- Is it budgeted?  Yes  No  Emergency Request
- If budgeted, what is the budgeted amount? INVENTORY
- Budget code: 14015

*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).*



Honeywell American Meter,  
2221 Industrial Rd,  
Nebraska City, NE 68410

T 407 755 8527

13-April 2021

TO WHOM IT MAY CONCERN:

**Please be advised that Ed Young Sales Company (EYSCO) is the exclusive sales representative for the municipal gas utility market in the states of Virginia, North Carolina, South Carolina, Georgia, Tennessee, Alabama and Mississippi. As our representative, EYSCO provides all interface from quotation request through shipment, while the customer purchase orders are direct with Elster.**

**In order to ensure that product technical specifications and applications are evaluated properly, it is our preference for municipal gas utilities to work directly through EYSCO. At this time, Elster American Meter (Honeywell) does not have distributor agreements in place to service the municipal gas utilities.**

**Our long-standing relationship of over 20 years with Ed Young Sales has proved to be a valuable resource for both Elster American Meter (Honeywell) and our customers.**

Sincerely

A handwritten signature in blue ink, appearing to read "R. Van Kersbergen", is written over a light blue rectangular background.

Rene' Van Kersbergen  
Sales Channel Manager Meters and Regulators | Smart Energy  
**Honeywell** | Performance Materials & Technology

Mobile: (407)755-8527  
[rene.vankersbergen@honeywell.com](mailto:rene.vankersbergen@honeywell.com)  
[www.honeywell.com](http://www.honeywell.com)



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

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

[1] That the City of Fairhope approves the procurement of 8,000 feet of 6" DR 11 Green Stripe Pipe for St. Michael Way Sewer Extension for the Waste Water Department to be purchased from Consolidated Pipe and Supply Company, Inc. The pipes are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed the amount of \$78,800.00.

Adopted on this 11th day of April, 2022

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 4/1/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of 8,000 feet of 6" DR 11 Green Stripe Pipe from Consolidated Pipe

Project Location: Waste Water Dept

Presented to City Council: 4/11/2022

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent  
Tim Manuel, Water & Sewer Assistant Superintendent  
Clint Steadham, Warehouse & Purchasing Supervisor

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

Project Cash Requirement Requested:  
Cost: \$ 78,800.00 (Not-to-Exceed)

Vendor: Consolidated Pipe

Project Engineer: n/a

Order Date: n/a Lead Time: In Stock

APR 1 '22 PM 12:20  
*sw*

**Department Funding This Project**

General  Gas  Electric  Water  **Wastewater**  Sanitation  Cap Proj  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: 004020-59500  
G/L Acct Name: System Improve-Collection System

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

Project Budgeted: \$ 78,800.00  
Balance Sheet Item- Included in projected cash flow

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

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

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

Comments:

Pipe for St. Michael Way sewer extension. 004020-59500 Budget balance as of 4/01/2022 \$6,329,642.80.

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

<b>Senior Accountant</b>	<b>City Treasurer</b>	<b>Mayor</b>
Purchasing Memo Date: <u>3/30/2022</u>	Purchasing Memo Date: <u>3/30/2022</u>	Delivered To Date: <u>4/1/2022</u>
Request Approved Date: <u>4/1/2022</u>	Request Approved Date: <u>4/1/2022</u>	Approved Date: <u>4/1/2022</u>
Signatures: <i>Aislinn Stone</i> Aislinn Stone	<i>Kim Creech</i> Kim Creech	<i>Sherry Sullivan</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: March 30, 2022

Re: **Green Sheet and City Council Approval for the request of DR 11 Green Stripe Pipe**

The Water/Wastewater Superintendent, Jason Langley, is requesting procurement of 8,000 ft of HDPE 6" SDR 11 PE3408/4710 DIPS. This procurement will be from Consolidated Pipe for a not-to-exceed price of Seventy-Eight Thousand Eight Hundred Dollars (\$78,800.00).

The pipes are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7) which states:

*"The purchase of equipment, supplies, or materials needed, used and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality".*

**Please: compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for DR 11 Green Stripe Pipe for a not-to-exceed price of \$78,800.00.**

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

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

CC file, Jason Langley, Clint Steadham

C O N S O L I D A T E D   P I P E   A N D   S U P P L Y   C O . ,   I N C .  
C U S T O M E R   Q U O T E

4180 Hall Mill Road  
PO Box 191057  
Mobile AL 36693  
0029 - MICHA LAMBERT  
Office 251-666-6691  
WATS 800-699-6691  
Fax 251-666-5311

Quote Nbr: 310251 000  
Quote Date: 3/02/2022  
  
Job: 6" SDR11 GREEN STRIPE  
  
Engineer: FAIRHOPE  
Bid Date: 3/02/2022

Page 1

350133 - FAIRHOPE CITY OF  
WATER & SEWER  
P O BOX 429  
FAIRHOPE AL 36533

Good Until: 4/02/2022  
To: MICHA  
Email: MICHA.LAMBERT@CPSPIPE.COM

Qty	Size/Wall/Description	Price	Extended Price
8000.0	6 SDR11 PE3408/4710 DIPS GS 40UL	9.85 FT	78,800.00
Total:			78,800.00





CITY OF FAIRHOPE

PURCHASING DEPARTMENT
REQUEST FORM

Name: Jason Langley, Superintendent

Date: 3/23/2022

Department: Water/Wastewater

Table with 6 columns: Expenditure Threshold, Distinctions, Quotes Required, Approval, Green Sheet, Resolution. Rows include thresholds like 'Under \$5,000' and 'Operational NON-Budgeted'.

QUOTES

- 1. Consolidated Pipe (only Stocking Dealer for DR 11 Green Stripe with 8000 ft on ground) availability issues
2.
3.

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase? HDPE 6" SDR 11 PE3408/4710 DIPS
2. What is the total cost of the item or service? 78,800
3. How many do you need? 8,000 ft
4. Item or Service Is: [X] New [ ] Used [ ] Replacement [ ] Annual Request
5. Vendor Name: Consolidated Pipe Supply
6. Vendor Number: 19
If you do not have a Vendor Number, please go to the City of Fairhope page. www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- 1. Is it budgeted? [X] Yes [ ] No [ ] Emergency Request
2. If budgeted, what is the budgeted amount?
3. Check any applicable boxes: [ ] State Contract [ ] ALDOT [ ] Purchasing Group [ ] Sole Source (Attach Sole Source Justification)

G/L Code 004020-59500

Email completed form with quotes and other supporting documentation to Cory.Pierce@FairhopeAL.gov and 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 Change Order No. 2 for (Bid Number 029-21) Pecan Building – Phase I – East Wing Office Remodel for an increase cost not-to-exceed the amount of \$2,827.56 and award Change Order No. 2 to Eric Lazzari Construction, LLC. The new contract total will be \$296,059.56.

Adopted on this 11th day of April, 2022

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 4/1/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Change Order #2 for Bid 029-21 Pecan Building - Phase I - East Wing Office Remodel

Project Location: Pecan Building

Presented to City Council: 4/11/2022

Funding Request Sponsor: Richard Johnson, Public Works Director  
George Ladd, Assistant Public Works Director

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

Project Cash Requirement Requested:  
Cost: \$ 2,827.56 (Not-to-Exceed)

Vendor: Eric Lazzari Construction

Project Engineer: n/a

Order Date: n/a Lead Time: In Stock

APR 1 '22 PM 12:21  
*ew*

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-18   
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   
Unfunded XXX

Expense Code: 003-50473  
G/L Acct Name: Capital Improvements

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

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

Over (Under) budget amount: \$ 2,827.56

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

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

Comments:

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

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>3/31/2022</u>	Purchasing Memo Date: <u>3/31/2022</u>	Delivered To Date: <u>4/1/2022</u>
Request Approved Date: <u>4/1/2022</u>	Request Approved Date: <u>4/1/2022</u>	Approved Date: <u>4/1/2022</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, ACO  
Jimmy Conyers  
Corey Martin

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

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

From:   
Cory Pierce, Purchasing Manager

Date: March 31, 2022

**Re: Requesting Green Sheet and Approval by Council for Change Order #2 for Bid #029-21 Pecan Building – Phase I – East Wing Office Remodel**

The Base Bid is under by \$8,099.60. However, the electrical was the true unknown in this project. The Bid Documents placed a best estimate of eighty (80) Electrical Crew Hours and Fifteen Thousand Dollars in electrical materials with markup to be added. Materials were significantly less and Electrical Crew hours were double the estimated hours.

This is an unbudgeted item. The change order from Eric Lazzari Construction is in the amount of Two Thousand Eight Hundred Twenty Seven Dollars and Fifty Six Cents (\$2,827.56).

**Please place on the next City Council Agenda this request for Change Order #2 For Bid #029-21 Pecan Building – Phase 1 – East Wing Office Remodel for \$2,827.56.**

Enclosure

Cc: File, R. Johnson

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

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



CITY OF FAIRHOPE

**CHANGE  
ORDER  
REQUEST**

**OWNER:** CITY OF FAIRHOPE

**ARCHITECT/ENGINEER:** Richard D. Johnson, PE

**CONTRACTOR:** Eric Lazzari Construction

**PROJECT:** Bid # 029-21- Pecan Building East Wing Remodel

**CHANGE ORDER REQUEST NO.** #2 (Final) **DATE:** March 2, 2022

**1. DESCRIPTION OF CHANGE:**

This change order request is for project closeout purposes and involves Contract Amounts based on estimated quantities for labor and material mostly concerning electrical sub-contracting.

**2. CHANGE ORDER COSTS:** \$2,827.56

**Proposal Attached** See Quantities Below **Cost Estimated/Proposal Required**

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a. Savings on Ceiling Tiles	1	-\$10,350.00	0.00	0.00	-\$10,350.00
b. Provide and install doors at 2 closets, 1 dual slider and one standard door	1 - LS	\$895.40	INC	INC	\$985.40
c. Provide and Install 2 new Thermostats & wiring to units	1 - LS	\$770.00	INC	INC	\$770.00
d. Provide and install exhaust duct for new exhaust fans at restrooms	1 - LS	\$495.00	INC	INC	\$495.00
e. Final Electrical Costs – detail summary attached*	1 - LS	Lumpsum Adjusted Cost			\$10,927.16
<b>TOTAL:</b>					<b>\$2,827.56</b>

\*If more than 5 items, provide attachments.

**3. INSTITUTED BY:** Richard D. Johnson, PE (Project Engineer & Owner's Representative) and Contractor: Eric Lazzari Construction

**4. JUSTIFICATION OF NEED:** The Base Bid is under by \$8,099.60. However, the electrical was the true unknown in this project. The Bid Documents placed a best estimate of 80 Electrical Crew Hours and \$15,000.00 in electrical materials with markup to be added. Materials were significantly less and Electrical Crew Hours were double – the Electrical Crew Hours and Electrical Materials were competitively bid.

**5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:** Electrical Crew Hours and Electrical Materials were competitively bid.

**6. COSTS REVIEW:** Cost are based on competitively bid rates and acceptable industry standards. Change Order cost <1% of the total contract.

**7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:**

- Minor change of a total monetary value less than required for competitive bidding.
- Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- Emergencies arising during the course of work.
- Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

**8. EXTENSION OF TIME REQUESTED:** No additional days requested or warranted

**RECOMMENDED:**

BY: Richard Johnson  
Fairhope's Consulting Engineer

BY: N/A  
Utility Representative

**APPROVED:**

BY: [Signature]  
Contractor

BY: N/A  
OWNER's Legal Advisor

BY: Richard Johnson  
OWNER's Authorized Representative

**ERIC LAZZARI CONSTRUCTION**

7070 Stone Dr, DAPHNE, AL 36526

Phone (251) 626-2241

Fax (251) 626-2959

[Lazzari@outlook.com](mailto:Lazzari@outlook.com)

March 1, 2022

Pecan Building East Wing Remodel  
Change Request for Electrical Scope

Richard,

Below is a summary of the final electrical costs and change request amount.

Category	Rate	Actual Total	Bid/Original	Difference
Labor	\$ 185.00	165.25 \$ 30,571.25	\$ 14,800.00	\$ 15,771.25
Materials	\$ 15,478.17	1.2 \$ 18,573.80	\$ 24,000.00	\$ (5,426.20)
Lighting	\$ 7,812.11	1 \$ 7,812.11	\$ 7,230.00	\$ 582.11

	Total Electrical Overage	\$ 10,927.16
INC. IN BID (LS) RATES -	GC OH&P 10%	<del>\$ 1,092.72</del>
	Total Change Request	<del>\$ 12,019.88</del>

**\$10,927.16**  
*TC*

If you have any questions, or need any further information, please let me know.

Thank you,

Trey Crowley

**RESOLUTION NO. 4221-21**

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

[1] That the City of Fairhope did request, receive, and open bids for Pecan Building Phase 1 - East Wing Office Remodel (Bid Number 029-21) for the City of Fairhope.

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

Please see attached Bid Tabulation for  
Pecan Building Phase 1 - East Wing Office Remodel

[3] After evaluating the bid proposals with the required bid specifications, Eric Lazzari Construction, LLC with total bid proposal not-to-exceed of \$293,232.00, is now awarded the bid for Pecan Building Phase 1 - East Wing Office Remodel for the City of Fairhope.

Adopted on this 27th day of September, 2021

---

Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk



**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 City-Wide Road Repair, Resurfacing and Striping Project for the Public Works Department (Bid No. 021-22) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
City-Wide Road Repair, Resurfacing and Striping Project  
for the Public Works Department

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Services, Inc., with the total bid proposal not-to-exceed the amount of \$507,916.84, that does not include parking lots which will be rebid, is now awarded the bid for City-Wide Road Repair, Resurfacing and Striping Project for the Public Works Department.

[4] Add \$91,130.98 from Natural Gas Fund due to the Natural Gas Department damaged Orange Avenue and Pecan Avenue. Budget Amendment to increase 103-49894 Transfer in Rebuild AL Fund \$13,185.86; 103-49892 Transfer In-Gas Fund \$91,130.98; 103-55856 City Wide Street Resurface/Miscellaneous \$104,316.84; 002-50965 Transfer-Cap Project Fund \$91,130.98.

Adopted on this 11th day of April, 2022

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 4/1/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 021-22 City-Wide Road Repair, Resurfacing and Striping Project to Asphalt Services Inc.

Project Location: City-wide

Presented to City Council: 4/1/2022

Funding Request Sponsor: Richard Johnson, Public Works Director  
George Ladd, Assistant Public Works Director

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

Project Cash Requirement Requested:  
Cost: \$ 507,916.84 (Not-to-Exceed)

Vendor: Asphalt Services, Inc.

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

APR 1 2022 PW 8:49  
*CSW*

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: 103-55856  
G/L Acct Name: City wide street resur/misc.

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

Project Budgeted: \$ 403,600.00  
Balance Sheet Item-  
Included in projected  
cash flow

Over (Under) budget amount: \$ 104,316.84 See note below

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

Comments: Parking lots will rebid. Add \$91,130.98 from Natural Gas fund due to the Natural Gas Dept damaged Orange Avenue and Pecan Avenue. Budget amendment to increase 103-49894 Transfer In-Rebuild AL Fund \$13,185.86; 103-49892 Transfer In-Gas Fund \$91,130.98; 103-55856 City wide street resur/misc. \$104,316.84; 002-50965 Transfer-Cap Proj Fund \$91,130.98.

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

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

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 3/21/2022

Purchasing Memo Date: 3/21/2022

Delivered To Date: 4/1/2022

Request Approved Date: 4/1/2022

Request Approved Date: 4/1/2022

Approved Date: 4/1/2022

Signatures: *Aislinn Stone*  
Aislinn Stone

*Kim Creech*  
Kim Creech

*Shirley Sullivan*  
Mayor Shirley 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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

Date: March 21, 2022

Re: **Requesting Green Sheet and approval by City Council to award Bid 021-22 City-Wide Road Repair, Resurfacing and Striping Project**

The Director of Public Works, Richard Johnson, has requested to City-Wide Road Repair, Resurfacing and Striping. This project entails all material, equipment, labor, and incidentals to conduct resurfacing, restoration and rehabilitation, striping, marking, base repair and limited ADA sidewalk improvements for roadway segments and/or parking surfaces.

This Invitation to Bid No. 021-22 City-Wide Road Repair, Resurfacing and Striping was posted to the City's website on March 10, 2022 and viewed by 110 vendors of the 325 e-notification recipients on the City's website. And, advertised in the Baldwin Times. Two vendors attended the Non-Mandatory Pre-Bid held, March 10, 2022, at 10:00 A.M. The City received two bids.

Our recommendation is to award Bid 021-22 City-Wide Road Repair, Resurfacing and Striping to Asphalt Services, Inc. (ASI) for Seven Hundred Ninety-One Thousand Five Hundred Twenty-One Dollars and Eighty-Five Cents (\$791,521.85).

**Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid 021-22 City-Wide Road Repair, Resurfacing and Striping Project to ASI for \$791,521.85.**

Enclosure

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

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

Cc: Richard Johnson, Clint Steadham

City of Fairhope Bid Tabulation  
 Bid: 021-22 City-Wide Road Repair, Resurfacing and Striping Project  
 Project: 2021-PMW 016 City-Wide Road Repair, Resurfacing and Striping Project  
 Opened March 17, 2022 at 10:00 A.M.

Vendor	John G. Walton		Asphalt Services, Inc					
Bid Documents Signed/Notarized	Yes		Yes					
Bid Bond	Yes		Yes					
Vendor Compliance (Y/N):	Yes		Yes					
	Unit Price	Bid	Unit Price	Bid	Unit Price	Bid	Unit Price	Bid
<b>Prospect Avenue - From S. Ingleside to Greene Rd</b>								
Item 1	\$3,300.00	\$13,200.00	\$1,650.00	\$6,200.00				
Item 2	\$2,100.00	\$4,600.00	\$1,550.00	\$9,200.00				
Item 3	\$2,100.00	\$4,200.00	\$1,590.00	\$3,100.00				
Item 4	\$6.83	\$1,231.35	\$7.00	\$1,016.00				
Item 5	\$4.49	\$12,985.08	\$2.00	\$5,784.00				
Item 6	\$167.82	\$44,084.06	\$129.00	\$32,875.00				
Item 7	\$0.00	\$0.00	\$0.00	\$0.00				
Item 8	\$5.40	\$974.40	\$8.00	\$928.00				
Item 9	\$1,842.00	\$7,842.00	\$1,402.55	\$1,402.55				
Item 10	\$3,897.00	\$3,797.00	\$2,808.10	\$2,808.10				
Sub-Bid Total:		\$96,873.89		\$60,208.65				
<b>Marathon St - From Nichole to Murphy</b>								
Item 1	\$5.63	\$1,423.11	\$7.00	\$1,165.00				
Item 2	\$4.23	\$14,017.51	\$2.00	\$4,500.00				
Item 3	\$155.72	\$38,630.00	\$126.00	\$31,290.00				
Item 4	\$8.40	\$308.00	\$8.00	\$320.00				
Item 5	\$7.90	\$780.80	\$590.00	\$650.00				
Item 6	\$1,020.00	\$1,020.00	\$944.28	\$944.28				
Item 7	\$2,728.00	\$2,728.00	\$1,888.75	\$1,888.75				
Sub-Bid Total:		\$89,245.43		\$48,808.13				
<b>Orange Ave - From S. Church St. to S. Mobile St</b>								
Item 1	\$8.83	\$2,849.41	\$7.00	\$2,149.00				
Item 2	\$3.81	\$23,374.38	\$2.00	\$12,270.00				
Item 3	\$149.24	\$83,126.68	\$125.00	\$69,825.00				
Item 4	\$0.00	\$0.00	\$0.00	\$0.00				
Item 5	\$8.40	\$806.40	\$7.00	\$672.00				
Item 6	\$830.00	\$830.00	\$2,117.90	\$2,117.90				
Item 7	\$3,110.00	\$3,110.00	\$4,236.90	\$4,236.90				
Sub-Bid Total:		\$113,896.84		\$91,089.79				
<b>Pecan Ave - From S. Church St. to S. Mobile St</b>								
Item 1	\$8.83	\$2,849.41	\$7.00	\$2,149.00				
Item 2	\$3.81	\$23,378.18	\$2.00	\$12,272.00				
Item 3	\$149.24	\$83,126.68	\$125.00	\$69,825.00				
Item 4	\$0.00	\$0.00	\$0.00	\$0.00				
Item 5	\$8.40	\$940.00	7	784				
Item 6	\$829.34	\$829.34	\$2,120.75	\$2,120.75				
Item 7	\$3,110.00	\$3,110.00	\$2,414.5	\$2,414.5				
Sub-Bid Total:		\$114,834.29		\$91,192.25				
<b>James P. Nix Center Parking Resurfacing &amp; Striping</b>								
Item 1	\$8.83	\$1,587.92	\$7.00	\$1,288.00				
Item 2	\$38.37	\$1,458.08	30	1140				
Item 3	\$189.39	\$31,187.76	\$26.75	\$4,922.00				
Item 4	\$185.85	\$53,412.45	150	4950				
Item 5	\$1.80	\$2,144.00	\$3.00	\$3,660.00				
Item 6	\$680.00	\$680.00	2500	2500				
Item 7	\$0.00	\$0.00	\$0.00	\$0.00				
Item 8	\$4,080.00	\$4,080.00	2724.5	2724.5				
Sub-Bid Total:		\$94,580.19		\$57,214.50				
<b>Volente Park - Youth Baseball Parking Resurfacing &amp; Striping</b>								
Item 1	\$8.83	\$3,426.11	\$7.00	\$2,779.00				
Item 2	\$27.77	\$1,467.93	30	1070				
Item 3	\$155.36	\$31,862.40	\$140.00	\$65,550.00				
Item 4	\$1.80	\$5,780.00	3	960				
Item 5	\$0.00	\$0.00	\$0.00	\$0.00				
Item 6	\$3,412.00	\$3,412.00	4979.2	4979.2				
Sub-Bid Total:		\$108,718.63		\$104,479.20				
<b>Porch Place Way - Base/Top Repair</b>								
Item 1	\$26.43	\$6,824.66	\$12.00	\$3,144.00				
Item 2	\$122.29	\$8,171.73	\$18.00	\$1,260.00				
Item 3	\$11.79	\$3,088.98	\$9.00	\$2,368.00				
Item 4	\$17.36	\$15,028.13	\$0.18	780.78				
Item 5	\$5.63	\$112.18	\$12.00	\$158.00				
Item 6	\$27.84	\$779.52	30	840				
Item 7	\$425.80	\$9,387.60	\$190.00	\$3,300.00				
Item 8	\$380.89	\$9,822.25	130	3250				
Item 9	\$0.00	\$0.00	\$0.00	\$0.00				
Item 10	\$1,300.00	\$1,300.00	\$57.89	\$57.89				
Item 11	\$2,908.00	\$2,908.00	\$1,115.39	\$1,115.39				
Sub-Bid Total:		\$37,893.13		\$23,880.86				
<b>City Hall/Civic Center Parking Resurfacing &amp; Striping</b>								
Item 1	\$8.83	\$3,952.64	7	2708				
Item 2	\$27.79	\$1,718.64	\$30.00	\$1,800.00				
Item 3	\$172.01	\$34,402.00	18.3	3700				
Item 4	\$176.76	\$117,752.50	\$145.00	\$97,150.00				
Item 5	\$1.80	\$5,493.60	2.5	7630				
Item 6	\$680.00	\$680.00	\$2,600.00	\$2,900.00				
Item 7	\$0.00	\$0.00	0	0				
Item 8	\$4,250.00	\$4,250.00	\$5,806.30	\$5,806.30				
Sub-Bid Total:		\$168,299.29		\$121,911.30				
<b>Majors Run and Grand Way Resurfacing</b>								
Item 1	\$8.83	\$3,452.00	\$7.00	\$2,800.00				
Item 2	\$16.12	\$3,643.92	\$10.00	\$2,410.00				
Item 3	\$132.13	\$98,375.51	\$138.00	\$78,638.00				
Item 4	\$0.00	\$0.00	\$0.00	\$0.00				
Item 5	\$1,593.00	\$1,593.00	\$2,091.13	\$2,091.13				
Item 6	\$4,193.00	\$4,193.00	\$4,182.15	\$4,182.15				
Sub-Bid Total:		\$101,297.82		\$88,918.28				
<b>Johnson Ave - From Merston to Brown</b>								
Item 1	\$8.83	\$788.07	\$7.00	\$623.00				
Item 2	\$16.10	\$2,114.00	\$10.00	\$1,400.00				
Item 3	\$171.80	\$23,183.00	\$135.00	\$18,225.00				
Item 4	\$8.40	\$268.80	\$7.00	\$224.00				
Item 5	\$800.00	\$800.00	\$5,118.80	\$5,118.80				
Item 6	\$128.00	\$1,250.00	\$1,023.80	\$1,023.80				
Sub-Bid Total:		\$28,193.87		\$22,097.40				
<b>Deht Ave - From Jeff Davis to Patinkin</b>								
Item 1	\$8.83	\$742.18	\$10.00	\$880.00				
Item 2	\$16.11	\$1,658.53	\$10.00	\$1,200.00				
Item 3	\$175.35	\$22,444.80	\$140.00	\$17,920.00				
Item 4	\$0.00	\$0.00	\$0.00	\$0.00				
<b>Add: At Jeff Davis+Lee+Patinkin Streets</b>								
Item 5	\$8.83	\$2,114.35	\$7.00	\$1,715.00				
Item 6	\$16.12	\$408.24	\$30.00	\$810.00				
Item 7	\$179.60	\$64,771.20	\$135.00	\$48,600.00				
Item 8	\$8.40	\$403.20	\$7.00	\$336.00				
Item 9	\$1,100.00	\$1,100.00	\$1,286.53	\$1,286.53				
Item 10	\$3,680.00	\$3,680.00	\$2,573.05	\$2,573.05				
Sub-Bid Total:		\$87,422.80		\$76,336.88				
Project-Wide Asphalt Leveling	\$159.90	\$16,990.00	\$136.00	\$13,600.00				
Sub-Bid Total:		\$15,990.00		\$13,600.00				
<b>Project Bid Summary</b>								
Item A		\$90,833.89		\$60,309.85				
Item B		\$59,245.45		\$40,808.13				
Item C		\$113,896.84		\$91,089.79				
Item D		\$114,034.29		\$91,192.25				
Item E		\$94,580.19		\$57,214.50				
Item F		\$105,718.43		\$104,479.20				
Item G		\$67,903.13		\$23,880.86				
Item H		\$166,299.29		\$121,911.30				
Item I		\$101,297.82		\$89,918.28				
Item J		\$28,193.87		\$22,097.40				
Item K		\$87,422.80		\$76,336.88				
Item L		\$15,990.00		\$13,600.00				
Total Bid:		\$1,047,265.72		\$791,821.81				

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

Signature: *Richard Johnson*  
 Richard Johnson, Public Works Director

Signature: *Cory Pierce*  
 Cory Pierce, Purchasing Manager





ITEM III  
BID RESPONSE FORM

Date: \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
 Bid No: 021-22 City-Wide Road Repair, Resurfacing and Striping Project  
 Project: 2021-PW 016 City-Wide Road Repair, Resurfacing and Striping Project  
 Bids Due: Thursday, March 17, 2022, at 10:00 A.M.

A.) Prospect Avenue - From S. Ingleside To Greeno Rd. - Approx. 1250 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	ADA RAMP - Type A - see detail	EA	4	1,550-	6,200-
2	ADA RAMP - Type B - see detail	EA	4	1,550-	6,200-
3	ADA RAMP - Type C - see detail	EA	2	1,550-	3,100-
4	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	145	7-	1,015-
5	Milling/Planing Existing Asphalt (1" - 1.5" Deep) (408-A) (Full Width)	SY	2,892	2-	5,784-
6	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	263	125-	32,875-
7	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0	-0-	-0-
8	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	116	8-	928-
Project Sub-Total:					56,102-
9	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	1,402.55	1,402.55
10	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	2,805.00	2,805.00
Sub-Bid Total:					60,309.55

B.) Mershon St - From Nichols to Morphy - Approx. 1310 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	165	7-	1,155-
2	Milling/Planing Existing Asphalt (1" - 1.5" Deep) (408-A) (Full Width Portion and N. Tie In)	SY	2,250	2-	4,500-
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	250	125-	31,250-
4	Traffic Control Markings, Class 1, Type A, Stop Bar & Ped X-ing (703-A)	SF	40	8-	320-
5	Traffic Control Markings, Class 1, Type A, Ped X-ing (703-A)	EA	1	550-	550-
Project Sub-Total:					37,775-
6	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	944.38	944.38
7	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	1,888.75	1,888.75
Sub-Bid Total:					40,608.13

C.) Orange Avenue - From S. Church St. To S. Mobile St. - Approx. 2753 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	307	7.00	2,149-
2	Milling/Planing Existing Asphalt (1" - 1.5" Deep) (408-A) (Full Width)	SY	6,196	2.00	12,392-
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	557	125-	69,625-
4	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0	-0-	-0-
5	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	96	7-	672-
Project Sub-Total:					84,716-
6	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	2,117.20	2,117.20
7	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	4,235.00	4,235.00
Sub-Bid Total:					91,068.20

D.) Pecan Avenue - From S. Church St. To S. Mobile St. - Approx. 2750 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	307	7 <sup>00</sup>	2,149 <sup>00</sup>
2	Milling/Planing Existing Asphalt (1" - 1.5" Deep) (408-A) (Full Width)	SY	6,136	2 <sup>00</sup>	12,272 <sup>00</sup>
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.5" (185#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	557	125 <sup>00</sup>	69,625 <sup>00</sup>
4	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0	-0-	-0-
5	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	112	7 <sup>00</sup>	784 <sup>00</sup>
Project Sub-Total:					84,830 <sup>00</sup>
6	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	2,120 <sup>75</sup>	2,120 <sup>75</sup>
7	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	4,241 <sup>50</sup>	4,241 <sup>50</sup>
Sub-Bid Total:					91,192 <sup>25</sup>

E.) James P. Nix Center Paving Resurfacing & Striping - Approx. 3680 SY					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	184	7 <sup>00</sup>	1,288 <sup>00</sup>
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	38	30 <sup>00</sup>	1,140 <sup>00</sup>
3	Base Failure Repair Type "B" - Root Intrusion - See Detail - includes cut, excavation, aggregate fill and binder patch	SY	184	26 <sup>75</sup>	4,922 <sup>00</sup>
4	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	273	150 <sup>00</sup>	40,950 <sup>00</sup>
5	Solid White, Class 1, Type A, Traffic Stripe, 5" Wide - Parking Space Delineation (701-A)	FT	1230	3 <sup>00</sup>	3,690 <sup>00</sup>
6	Traffic Control Markings, Blue, Class1, Type A, Handicapped Parking - Six Spaces Total (Per Plan) - includes striping, markings and signage	LS	1	2,500 <sup>00</sup>	2,500 <sup>00</sup>
Project Sub-Total:					54,490 <sup>00</sup>
7	Traffic Control (Max. 2.5% of Sub-Total)	LS	0	-0-	-0-
8	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	2,724 <sup>50</sup>	2,724 <sup>50</sup>
Sub-Bid Total:					57,214 <sup>50</sup>

F.) Volants Park - Youth Baseball Parking Resurfacing & Striping - Approx. 7947 SY					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	397	7 <sup>00</sup>	2,779 <sup>00</sup>
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	52.5	30 <sup>00</sup>	1,575 <sup>00</sup>
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	590	145 <sup>00</sup>	85,550 <sup>00</sup>
4	Solid White, Class 1, Type A, Traffic Stripe, 5" Wide - Parking Space Delineation (701-A)	FT	3200	3 <sup>00</sup>	9,600 <sup>00</sup>
Project Sub-Total:					99,504 <sup>00</sup>
5	Traffic Control (Max. 2.5% of Sub-Total)	LS	0	-0-	-0-
6	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	4,975 <sup>00</sup>	4,975 <sup>00</sup>
Sub-Bid Total:					104,479 <sup>00</sup>

G.) Forch Place Way - Base/Road Repair - Approx. 220 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	REMOVE EXISTING ASPHALT (208-C)	SY	262	12-	3,144-
2	UNCLASSIFIED EXCAVATION (210-A)	CY (TBM)	75	18-	1,350-
3	GEOSYNTHETIC REINFORCEMENT FOR SOFT SOIL STABILIZATION, TENSAR TX 160, LOWER LAYER (243-A2)	SY	262	9-	2,358-
4	CRUSHED AGG BASE COURSE, TYPE B, 8" THICK (301-A)	SY	262	30 <sup>15</sup>	7,909 <sup>25</sup>
5	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	13	12-	156-
6	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	28	30-	840-
7	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	22	150-	3,300-
8	BITUMINOUS CONCRETE BINDER LAYER, 185 LBS/SY (424-B)	Ton	25	130-	3,250-
9	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	0	-0-	-0-
Project Sub-Total:					22,307 <sup>25</sup>
10	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	557 <sup>25</sup>	557 <sup>25</sup>
11	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	1,115 <sup>39</sup>	1,115 <sup>39</sup>
Sub-Bid Total:					23,980 <sup>86</sup>

H.) City Hall/Civic Center Parking Resurfacing & Striping - Approx. 3680 SY					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	468	7 <sup>00</sup>	3,276 <sup>00</sup>
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	84	30 <sup>00</sup>	1,920 <sup>00</sup>
3	Base Failure Repair Type "B" - Root Intrusion - See Detail - Includes cut, excavation, aggregate fill and binder patch	SY	200	18 <sup>50</sup>	3,700 <sup>00</sup>
4	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	670	145 <sup>00</sup>	97,150 <sup>00</sup>
5	Solid White, Class 1, Type A, Traffic Stripe, 5" Wide - Parking Space Delineation (701-A)	FT	3052	2 <sup>50</sup>	7,630 <sup>00</sup>
6	Traffic Control Markings, Blue, Class 1, Type A, Handicapped Parking - 6x Spaces Total (Per Plan) - Includes striping, markings and signage	LS	1	2,500	2,500-
Project Sub-Total:					116,106 <sup>00</sup>
7	Traffic Control (Max. 2.5% of Sub-Total)	LS	0	-0-	-0-
8	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	5,805 <sup>30</sup>	5,805 <sup>30</sup>
Sub-Bid Total:					121,911 <sup>30</sup>

I.) Majors Run and Grants Way Resurfacing - Approx. 3160 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	400	7 <sup>00</sup>	2,800-
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	241	10-	2,410 <sup>00</sup>
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	581	135-	78,435 <sup>00</sup>
4	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	0	-0-	-0-
Project Sub-Total:					83,645 <sup>00</sup>
5	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	2,091 <sup>15</sup>	2,091 <sup>15</sup>
6	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	4,182 <sup>15</sup>	4,182 <sup>15</sup>
Sub-Bid Total:					89,918 <sup>15</sup>

587 9.8.28



J.) Johnson Ave - From Mershon to Brown - Approx. 772 Total L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	89	7 <sup>00</sup>	623 -
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	140	10-	1,400-
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	136	135-	18,225 <sup>00</sup>
4	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	32	7 <sup>00</sup>	224 <sup>00</sup>
Project Sub-Total:					20,472 <sup>00</sup>
5	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	511.2 <sup>00</sup>	511.2 <sup>00</sup>
6	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	1,023.6 <sup>00</sup>	1,023.6 <sup>00</sup>
Sub-Bid Total:					22,007 <sup>00</sup>

K.) Diehl Avenue - From Jeff Davis to Patricia - Approx. 600 L.F. + Add. Alt					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	88	10-	860-
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	123	10-	1,230-
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Coverage)	Ton	128	140-	17,920-
4	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	0	-0-	-0-

K.) Add. Alt: Jeff Davis + Lee + Patricia Streets - Approx. 2216 L.F.					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
5	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	245	7-	1,715-
6	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In) (In addition to line #2)	SY	27	30-	810-
7	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With Calculated Coverage) (In addition to line #3)	Ton	380	135-	48,600-
8	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	48	7-	336-
Project Sub-Total:					71,471 <sup>00</sup>
5	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	1,286.5 <sup>00</sup>	1,286.5 <sup>00</sup>
6	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	2,573.5 <sup>00</sup>	2,573.5 <sup>00</sup>
Sub-Bid Total:					76,831 <sup>00</sup>

Correct: 511.20 + 230 =

L.) Project-Wide: Asphalt Leveling - Unit Price in Place					
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT
1	Asphalt Leveling - Bituminous Concrete Leveling Surface (424-B) - As required and directed by Public Works Director - Project-Wide	Ton	100	135-	13,500 <sup>00</sup>
Sub-Bid Total:					13,500 <sup>00</sup>

PROJECT BID SUMMARY		
ITEM #	DESCRIPTION	BID AMOUNT
A.)	Prospect Avenue - From S. Ingleside To Greeno Rd. - Approx. 1250 L.F.	60,309 <sup>00</sup>
B.)	Mershon St - From Nichols to Morphy - Approx. 1310 L.F.	40,608 <sup>00</sup>
C.)	Orange Avenue - From S. Church St. To S. Mobile St. - Approx. 2753 L.F.	91,069 <sup>00</sup>
D.)	Pecan Avenue - From S. Church St. To S. Mobile St. - Approx. 2750 L.F.	91,192 <sup>00</sup>
E.)	James P. Nix Center Parking Resurfacing & Striping - Approx. 3680 SY	58,576 <sup>00</sup>
F.)	Volanta Park - Youth Baseball Parking Resurfacing & Striping - Approx. 7947 SY	104,479 <sup>00</sup>
G.)	Porch Place Way - Base/Road Repair - Approx. 220 L.F.	23,980 <sup>00</sup>
H.)	City Hall/Civic Center Parking Resurfacing & Striping - Approx. 3680 SY	121,911 <sup>00</sup>
I.)	Majors Run and Grants Way Resurfacing - Approx. 3160 L.F.	89,918 <sup>00</sup>
J.)	Johnson Ave - From Mershon to Brown - Approx. 772 Total L.F.	22,007 <sup>00</sup>
K.)	Diehl Avenue - From Jeff Davis to Patricia - Approx. 600 L.F. + Add. Alt	76,831 <sup>00</sup>
L.)	Project-Wide: Asphalt Leveling - Unit Price in Place	13,500 <sup>00</sup>
Combined Bid Total:		793,022 <sup>00</sup>

\* See also...  
 \$ 791,521.85  
 \$ 793,022<sup>00</sup>  
 500<sup>00</sup>  
 6-11-11-11-11-11



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
_____	_____	NONE	_____
_____	_____	_____	_____

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.

Witness our hands and seals this 17th day of March, 2022.

**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 ASPHALT SERVICES, INC.

State of Incorporation ALABAMA

Company Representative Greg Smith, Senior Project Manager  
( Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative *Greg Smith*  
( Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address 11045 Old Highway 31

Spanish Fort, Al. 36527

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

E-mail address asi@asi-gc.com AL Contractor's License No. 22479

Foreign Vendor Id N/A

**BID PROPOSAL NOTARIZATION:**

STATE OF ALABAMA }

COUNTY OF BALDWIN }

I, the undersigned authority in and for said State and County, hereby certify that Greg Smith as Project Manager respectively, of ASPHALT SERVICES, INC., 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 17th day of March, 2022.

NOTARY PUBLIC

*Laurie S. Willcutt*  
(Laurie S. Willcutt)

MY COMMISSION EXPIRES 3 /10 /2024

*notary public*

**LAURIE S. WILLCUTT**  
**ALABAMA STATE AT LARGE**  
MY COMMISSION EXPIRES  
MARCH 10, 2024



PROJECT BID - ASI 2022			RECOMMENDED FUNDING ALLOCATION				
ITEM #	DESCRIPTION	BID AMOUNT	ANNUAL RESURFACING	GAS FUND	PARKS & REC	NIX CENTER	CITY HALL/ CIVIC CENTER*
A.)	Prospect Avenue - From S. Ingleside To Greeno Rd. - Approx. 1250 L.F.	\$60,309.65	\$60,309.65				
B.)	Mershon St - From Nichols to Morphy - Approx. 1310 L.F.	\$40,608.13	\$40,608.13				
C.)	Orange Avenue - From S. Church St. To S. Mobile St. - Approx. 2753 L.F.	\$91,069.70	\$45,534.85	\$45,534.85			
D.)	Pecan Avenue - From S. Church St. To S. Mobile St. - Approx. 2750 L.F.	\$91,192.25	\$45,596.13	\$45,596.13			
E.)	James P. Nix Center Parking Resurfacing & Striping - Approx. 3680 SY	\$57,214.50				\$57,214.50	
F.)	Volanta Park - Youth Baseball Parking Resurfacing & Striping - Approx. 7947 SY	\$104,479.20			\$104,479.20		
G.)	Porch Place Way - Base/Road Repair - Approx. 220 L.F.	\$23,980.86	\$23,980.86				
H.)	City Hall/Civic Center Parking Resurfacing & Striping - Approx. 3680 SY	\$121,911.30					\$81,274.20
I.)	Majors Run and Grants Way Resurfacing - Approx. 3160 L.F.	\$89,918.28	\$89,918.28				
J.)	Johnson Ave - From Mershon to Brown - Approx. 772 Total L.F.	\$22,007.40	\$22,007.40				
K.)	Diehl Avenue - From Jeff Davis to Patrician - Approx. 600 L.F. + Add. Alt.	\$75,330.58	\$75,330.58				
L.)	Project-Wide: Asphalt Leveling - Unit Price In Place	\$13,500.00	\$13,500.00				
<b>Combined Bid Total:</b>		<b>\$791,521.84</b>	<b>\$416,785.87</b>	<b>\$91,130.98</b>	<b>\$104,479.20</b>	<b>\$57,214.50</b>	<b>\$81,274.20</b>

\* 1/3 of this Project is a subsidiary obligation of the Mobilization/Demobilization of the Church Street Utilities and Drainage Improvement Project only 2/3 of costs requires appropriation

Gneral Fund Allocations		Total	Surplus/Deficit	Cost to Fund All Projects
2022 Annual Paving Fund Allocation:	\$403,000.00	Keep All Projects	\$416,785.87	<b>\$750,884.74</b>
		Eliminate Project K	(\$13,785.87)	
		Eliminate Project K& J	\$61,544.71	
			\$83,552.11	

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid Number 024-21) Fairhope Docks Bulkhead Repairs – FEMA 4563 – RE-BID for 46 Linear Feet of Bulkhead and Edge Dock to be Replaced for an increase cost not-to-exceed the amount of \$32,008.80 and to award Change Order No. 1 to Asphalt Services, Inc. The new contract total will be \$361,876.57.

Adopted on this 11th day of April, 2022

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

Attest:

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



City of Fairhope  
Project Funding Request

Issuing Date: 4/1/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve Change Order #1 for Bid 024-21 Fairhope Docks Bulkhead Repairs.

Project Location: Fairhope Docks

Presented to City Council: 4/11/2022

Funding Request Sponsor: Richard Johnson, Public Works Director  
George Ladd, Assistant Public Works Director  
Sean Says, Marina Manager

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

Project Cash Requirement Requested:  
Cost: \$ 32,008.80 (Not-to-Exceed)

Vendor: Asphalt Services, Inc.

Project Engineer: n/a

Order Date: n/a Lead Time: In Stock

APR 1 '22 PM 3:49  
*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-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 \_\_\_\_\_   
 Unfunded XXX

Expense Code: 001340-50475  
G/L Acct Name: Capital Improvements

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

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

Over (Under) budget amount: \$ 32,008.80

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

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

Comments: This bulkhead did not fail during Hurricane Sally but remains in a poor state of repair and is significantly degraded due to the exposure and rot. It makes economic and maintenance sense to address the remaining orphan stretch of bulkhead while a contractor is mobilized and material, equipment and labor cost are locked in at a guaranteed cost.

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

<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>3/31/2022</u>	Purchasing Memo Date: <u>3/31/2022</u>	Delivered To Date: <u>4/1/2022</u>
Request Approved Date: <u>4/1/2022</u>	Request Approved Date: <u>4/1/2022</u>	Approved Date: <u>4/1/2022</u>
Signatures: <u><i>Aislinn Storie</i></u> Aislinn Storie	<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**  
**Jack Burrell, ACOMO**  
**Jimmy Conyers**  
**Corey Martin**  
**Jay Robinson**

To: Aislinn Stone, Senior Accountant  
Kimberly Creech, Treasurer

From:   
Cory Pierce, Purchasing Manager

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

Date: March 31, 2022

**Kimberly Creech**  
*Treasurer*

Re: **Requesting Green Sheet and Approval by Council for Change Order #1 for Bid 024-21 Fairhope Docks Bulkhead Repairs—FEMA 4563—RE-BID**

The Public Works Director, Richard Johnson, is requesting a change order to the repairs to the bulkhead at the Fairhope Docks that was damaged during Hurricane Sally on or about September 15, 2020. This change order is at the request of City's Marina Management and Public Works Director. Due to damage as a result of Hurricane Sally (09/16/2020), the City received FEMA PA Funding to replace 410 linear feet of damage wood bulkhead and edge dock – this new 410 linear feet of new bulkhead in addition to three previous bulkhead improvement projects will result in the majority of the bulkhead along the City's marina shoreline being replaced and upgraded with none being older than 7 years of age - With the exception of a remaining run of 46 linear feet. This remaining run of bulkhead is from the east end of C Dock to the west end of A Dock (covered slips) – see attachment. This bulkhead did not fail during HC Sally but remains in a poor state of repair and is significantly degraded due to exposure and rot. It makes economic and maintenance sense to address this remaining orphan stretch of bulkhead while a Contractor is mobilized and material, equipment and labor costs are locked in at a guaranteed cost.

This is an unbudgeted item. The change order from Asphalt Services, Inc is in the amount of THIRTY-TWO THOUSAND AND EIGHT DOLLARS AND EIGHTY CENTS (\$32,008.80).

**Please place on the next City Council Agenda this request for Change Order #1 For Bid No. 024-21 Fairhope Docks Bulkhead Repairs—FEMA 4563—RE-BID to Asphalt Services, Inc. for \$32,008.80.**

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

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

CC: file, Richard Johnson, George Ladd, Clint Steadham, Randy Weaver



**CHANGE  
ORDER  
REQUEST**

CITY OF FAIRHOPE

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: Richard D. Johnson, PE

CONTRACTOR: Asphalt Services Inc. (ASI)

PROJECT: Nid No. 024-21 Fairhope Docks Bulkhead Repair

CHANGE ORDER REQUEST NO. #1 DATE: March 30, 2022

**1. DESCRIPTION OF CHANGE:**

This change order is at the request of City's Marina Management and Public Works Director. Due to damage as a result of Hurricane Sally (09/16/2020), the City received FEMA PA Funding to replace 410 linear feet of damage wood bulkhead and edge dock – this new 410 linear feet of new bulkhead in addition to three previous bulkhead improvement projects will result in the majority of the bulkhead along the City's marina shoreline being replaced and upgraded with none being older than 7 years of age - With the exception of a remaining run of 46 linear feet. This remaining run of bulkhead is from the east end of C Dock to the west end of A Dock (covered slips) – see attachment. This bulkhead did not fail during HC Sally but remains in a poor state of repair and is significantly degraded due to exposure and rot. It makes economic and maintenance sense to address this remaining orphan stretch of bulkhead while a Contractor is mobilized and material, equipment and labor costs are locked in at a guaranteed cost.

**2. CHANGE ORDER COSTS: \$32,008.80**

Proposal Attached See Attached Final Quantities Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a. Bulkhead Piles - 12"x20-24'	8 Ea	\$575.00	Inc	Inc	\$4,600.00
b. Dead Man Piles - 12"x16-24'	8 Ea	\$362.50	Inc	Inc	\$2,900.00
c. New Bulkhead Wall – w/HW	46 LF	\$400.00	Inc	Inc	\$18,400.00
d. New 4-5' Edge Dock	184 SF	\$33.20	Inc	Inc	\$6,108.80
e.					
f.*					
<b>TOTAL:</b>					<b>\$32,008.80</b>

\*If more than 6 items, provide attachments.

**3. INSTITUTED BY: Marina Management (Facility Operators) & Richard D. Johnson, PE (Owner's Representative)**

**4. JUSTIFICATION OF NEED: See Item #1 for justification**

**5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: This is a quantity bid project and no scope change, only a quantity magnitude concerning additional length of bulkhead & edge dock, all increases are based on competitively bid prices for Public Works Projects.**

**6. COSTS REVIEW:** Quantities of bid materials as well as all field conditions that precipitated material increases shall be field verified. Since all work quantities were competitively bid, costs are within the parameter of the Contract Documents.

**7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:**

- Minor change of a total monetary value less than required for competitive bidding.
- Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- Emergencies arising during the course of work.
- Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

**8. EXTENSION OF TIME REQUESTED: Calendar Days: 14 – New Contract Time: 134 Calendar Days**

**RECOMMENDED:**

BY: Richard I. Johnson  
Project Engineer

BY: \_\_\_\_\_  
Purchasing Manager

**APPROVED:**

BY: Asphalt Services, Inc.  
Contractor

BY: N/A  
OWNER's Legal Advisor

BY: Richard I. Johnson  
OWNER's Authorized Representative







46 Linear Feet  
of Bulkhead and  
Edge Dock to  
be Replaced



C DOCK

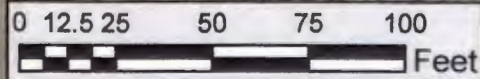
A DOCK

**Fairhope Docks  
Bulkhead Project  
Change Order No. 1  
Location Map**

-  Tax Parcels
-  Road Centerlines

**2021 Aerial**

- RGB**
-  Red: Band\_1
  -  Green: Band\_2
  -  Blue: Band\_3



**RESOLUTION NO. 4173-21**

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

[1] That the City of Fairhope did request, receive, and open bids for Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid for the Public Works Department. (Bid Number 024-21).

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

Please see attached Bid Tabulations for  
Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid  
for the Public Works Department.

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Service, Inc. with a total bid proposal of \$329,867.77, is now awarded the bid for Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid for the Public Works Department.

Adopted on this 9th day of August, 2021

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

Attest:

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

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

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

[1] That the City of Fairhope approves the procurement for the Upgrade of the River Mill Lift Station Pumps, Controls, and Piping on Quotation #PSC0222-08A from J.H. Wright & Associates for the Water & Wastewater Department; and authorizes procurement based on concrete wet-well lift station equipment is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed the amount of \$76,686.00.

[2] The developer/owner of Overland Subdivision paid aid to construction towards this rehab. The amount charged was \$55,000.00 We will receive SDCs per meter for this new development that will go towards Sewer Infrastructure Improvements.

Adopted on this 11th day of April, 2022

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

Attest:

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



City of Fairhope  
Project Funding Request

Issuing Date: 4/6/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Upgrade of the River Mill Lift Station Pumps, Controls, and Piping

Project Location: River Mill Lift Station

Presented to City Council: 4/11/2022

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Resolution # :  
Approved \_\_\_\_\_

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 76,686.00

Vendor: J.H. Wright & Associates

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

APR 6 '22 AM 11:24  
*sw*

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: 004020-59501  
G/L Acct Name: System Impr-Lift Stations

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

Project Budgeted: \$ 76,686.00  
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: 4/6/2022

Purchasing Memo Date: 4/6/2022

Delivered To Date: 4/6/2022

Request Approved Date: 4/6/2022

Request Approved Date: 4/6/2022

Approved Date: 4/6/2022

Signatures: *Aislinn Stone*  
Aislinn Stone

Kim Creech  
Kim Creech

*Sherry Sullivan*  
Mayor Sherry Sullivan





## MEMO

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

From:   
Cory Pierce, Purchasing Manager

Date: April 6, 2022

Re: **Green Sheet and City Council Approval request for the Upgrade of the River Mill Lift Station Pumps, Controls, and Piping**

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

The Director of Water/Wastewater, Jason Langley, is requesting procurement of the River Mill Lift Station Upgrade as listed in the attached Quotation #PSC0222-08A from J.H. Wright & Associates.

Three quotes were obtained for this Lift Station Upgrade and the best pricing is from J.H. Wright & Associates for Seventy-Six Thousand Six Hundred Eighty-Six (\$76,686.00).

The concrete wet-well lift station equipment is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7) which states:

*"The purchase of equipment, supplies, or materials needed, used and consumed in the normal and routine operation of any waterworks system, sanitary sewer system, gas system, or electric system, or any two or more thereof, that are owned by municipalities, counties, or public corporations, boards, or authorities that are agencies, departments, or instrumentalities of municipalities or counties and no part of the operating expenses of which system or systems have during the then current fiscal year, been paid from revenues derived from taxes or from appropriations of the state, a county, or a municipality".*

### NOTES:

See Attached Quotation #PSC0222-08A for full description.

The developer/owner of Overland Subdivision paid aid to construction towards this rehab. The amount charged was \$55,000. We will also receive SDCs per meter for this new development that will go towards Sewer Infrastructure Improvements.

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

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

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for the upgrade of the River Mill Lift Station Pumps, Controls, and Piping for \$76,686.00.**

CC file, Jason Langley



J. H. WRIGHT & ASSOCIATES  
 P. O. BOX 1085  
 DAPHNE, AL  
 PHONE 888-655-7867 / 251-621-1491  
 FAX 251-621-8111

QUOTATION # PSC0222-08A  
 DATE: 2/22/2022

PREPARED BY:  
**Paul Coletta**

TO:	<b>ROSCOE SAFLEY</b>	PROJECT:	<b>RIVER MILLS</b>
COMPANY:	<b>FAIRHOPE UTILITIES</b>	LOCATION:	<b>LIFT STATION UPGRADE</b>
			<b>FAIRHOPE, AL</b>
PHONE:	<b>251-331-4418</b>	ENGINEER:	<b>N/A</b>
EMAIL:		CONTACT:	<b>ROSCOE SAFLEY</b>
CREDIT TERMS:	<b>Net 30 Upon Shipment</b>	SPECS PROVIDED VIA:	<b>N/A</b>
DELIVERY:	<b>6-10 WEEKS ARO</b>	FREIGHT:	<b>Prepaid &amp; Add</b>

**QUANTITY**

**DESCRIPTION**

QUANTITY	DESCRIPTION
1LT	CONCRETE WET-WELL LIFT STATION EQUIPMENT AS FOLLOWS:
2	WILO FA10.65EPUMP, 23.5HP, 3/230/60, 1750RPM
2	BASE ELBOW
2	STAINLESS STEEL GUIDE RAIL SYSTEM
2	STAINLESS STEEL LIFTING CHAIN
1	APD300 42" X 60" ALUMINUM WET-WELL HATCH WITH SAFETY GRATING
1	72" X 60" FIBERGLASS VALVE BOX, WITH BY-PASS CONNECTION
1LT	72" ALUMINUM VALVE BOX HATCH
1LT	6" STAINLESS STEEL VALVE BOX PIPING
3	6" ALUMINUM PASS-THRUS WITH LINK SEALS (FOR VALVE BOX)
3	6" AVK CI GATE VALVE
2	6" AVK CI CHECK VALVE
2	JHW CONTROL FLOAT
1	RADAR LEVEL SENSOR
1	STAINLESS STEEL FLOAT HANGER
1	FAIRHOPE DUPLEX CONTROL PANEL WITH SOFT-STARTS
1	FAIRHOPE STAINLESS STEEL PANEL STAND WITH ELECTRICAL ITEMS MOUNTED
1	START-UP

**TOTAL SELLING PRICE \$ 76,686.00**

**NOTE: PRICE IS FOR EQUIPMENT, STARTUP AND SHIPPING ONLY, INSTALLATION BY OTHERS.**

**NOTE: VALVE BOX COMES PRE-PIPED READY FOR INSTALLATION. WET-WELL PIPING AND CONNECTIONS TO VALVE BOX BY OTHERS.**

- |   |   |
|---|---|
| 1 | Due to today's highly volatile materials and labor market, pricing is guaranteed for only 30 days from the date of this quote.  |
| 2 | Under no circumstances are "Retainage Fees" allowed.  |
| 3 | All material is subject to the design engineer's final approval of submittals.  |
| 4 | Our prices do not include any Federal, State or Local sales taxes.  |
| 5 | All quotations are for material only and do not include any labor or installation unless otherwise noted.   |
| 6 | Manufacturer's standard warranty applies to all products.   |
| 7 | JHW standard terms and conditions apply (see attached).   |
| 8 | Should the services of a collection agency, attorney, or other legal service become necessary for collection, purchaser shall assume responsibility for all expenses accrued in the collection process. |
| 9 | Any material held at JHW's warehouse will be invoiced based on customer's original required date and payment is due per the terms described in "Credit Terms" above.                                    |

The undersigned agrees to, and has the authority to, bind purchaser to the terms and conditions and equipment above:



**CITY OF FAIRHOPE**

**PURCHASING DEPARTMENT  
REQUEST FORM**

Name: Jason Langley, Superintendent

Date: 4/5/2022

Department: Water/Wastewater

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**

- 1. Gulf Coast Electric Motor Services \$103,894.00
- 2. Jim House & Associates Inc. \$78,152.00
- 3. J.H. Wright \$76,686.00

**ITEM OR SERVICE INFORMATION**

- 1. **What item or service do you need to purchase?** River Mill Lift Station Pumps, Controls, Piping
- 2. **What is the total cost of the item or service?** 76,686.00
- 3. **How many do you need?** 1
- 4. **Item or Service Is:**  New  Used  Replacement  Annual Request
- 5. **Vendor Name:** J. H. Wright
- 6. **Vendor Number:** Click or tap here to enter text.  
*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?**
- 3. **Check any applicable boxes:**  State Contract  ALDOT  Purchasing Group  
 Sole Source (Attach Sole Source Justification)

G/L Code 004020-59501

**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).**



Jim House & Associates, Inc.  
 1401 Georgia Road  
 Irondale, AL 35210  
 PO Box 101957 (35210)  
 (205) 592-6302 (800) 292-6335  
 Fax: (205) 951-0291



Since 1957

Gulf Coast Office  
 24312 Highway 98  
 Fairhope, AL 36532  
 (251) 928-7867 (800) 919-7867  
 Fax: (251) 928-7804

# Quote

Date
2/22/2022

Quote #
17167

Name / Address
CITY OF FAIRHOPE P.O. DRAWER 429 FAIRHOPE AL 36533

Ship To
FAIRHOPE WWTP 300 NORTH CHURCH STREET FAIRHOPE, AL 36532 RIVERMILL LIFT STATION

Dear customer,  
 As requested, we are pleased to provide a quotation for the following equipment:

Qty	Manufacturer	Item Description
2		NP3153.185-463, (15HP, 230/3/60, FLS)
2		5401305 4"x4" DISCHARGE CONNECTION CI
2		5/16" 316SS CHAIN 20' SECTIONS WITH MASTER LINK & HAMMER LOCK
2		2UGBBX 2" UGBB 316SS
4		2" 20' SECTIONS 304SS GUIDE RAIL
1		42" X 60 ALUMINUM ACCESS COVER WITH SAFETY GRATE
1		HOLDER1 CABLE HOLDER 316SS
1		72" x 60" FIBERGLASS VALVE BOX WITH BYPASS CONNECTION AND 6" DUCTILE IRON PIPING AND VALVES
1		STAINLESS STEEL PANEL STAND
1		DUPLEX PUMP CONTROL PANEL WITH SOFT START MOTOR STARTERS AND BACKP FLOAT CONTROL
1		RADAR LEVEL CONTROL
1		ONE DAY, ONE TRIP OF STARTUP ASSISTANCE FREIGHT ALLOWED

Only the items mentioned specifically herein are included. Additional equipment required for installation such as main electrical service, conduit and wire, discharge piping and/or valves, concrete, or any other necessary items are not included in our proposal and are to be provided by others. Pricing is subject to the attached terms and conditions. Service is available at the per diem rates shown in the attached terms and conditions. All pricing is firm for 30 days from the above date.

<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total:</b>	\$78,152.00





# Quote

## GULF COAST ELECTRIC MOTOR SERVICE

P.O. BOX 1322  
3810 HOPKINS STREET  
PENSACOLA, FL 32591-1322  
PHONE 850-433-5134 FAX 850 433-0308

DATE	QUOTE NO.
2/28/2022	Q80912

CITY OF FAIRHOPE  
P.O. DRAWER 429  
FAIRHOPE, AL 36533

Ship To:  
CITY OF FAIRHOPE  
555 SOUTH SECTION STREET  
FAIRHOPE, AL 36532

P.O. Number	REP	FREIGHT TERMS	Lead Time
	RB	INCLUDED	20 WEEKS

ITEM	DESCRIPTION	QTY	U/M	TOTAL
NEW MOTOR	<p>ESSCO model 4x12-15-4-230V/3 torque fluid submersible vortex pump with a 100% recessed vortex style impeller capable of passing 4 inch diameter and long length solids. Each unit shall be constructed of heavy duty engineered Cast Iron with Ductile Iron impeller, Cast Iron volute, assembled with Stainless Steel hardware. The pump shall be painted with standard factory paint.</p> <p>Each pump shall be equipped with a Cool Agivent device which shall vent the pump case, cool the motor and agitate the wet well. The Cool Agivent shall provide enough cooling to dissipate any excess heat generated by the motor in the event of prolonged operation with the motor exposed.</p> <p>FM Approved 15 HP, 1750 RPM, 230/3/60hz., 210TY frame, submersible motor with Buna-N O-rings, Carbon/Ceramic upper mechanical seal with Buna-N elastomers and Silicon Carbide lower mechanical seal with Buna-N elastomers, 416 Stainless Steel shaft, Class F insulation, oil buffer zone, moisture sensing</p>	2		20,892.00

**TOTAL:**

Proposed by:	<b>Raymond Buzbee</b>
Accepted by:	

Thank You for this Opportunity!



# Quote

## GULF COAST ELECTRIC MOTOR SERVICE

P.O. BOX 1322  
3810 HOPKINS STREET  
PENSACOLA, FL 32591-1322  
PHONE 850-433-5134 FAX 850 433-0308

<b>DATE</b>	<b>QUOTE NO.</b>
2/28/2022	Q80912

CITY OF FAIRHOPE P.O. DRAWER 429 FAIRHOPE, AL 36533
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Ship To: CITY OF FAIRHOPE 555 SOUTH SECTION STREET FAIRHOPE, AL 36532
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P.O. Number	REP	FREIGHT TERMS	Lead Time
	RB	INCLUDED	20 WEEKS

ITEM	DESCRIPTION	QTY	U/M	TOTAL
	probes, built-in thermal overload protection, 50 ft. motor leads, and Motor five year warranty. The exterior of the motor shall be coated with standard factory paint. Approximate FLA- 42			

**TOTAL:**

Proposed by:	Raymond Buzbee
Accepted by:	
Thank You for this Opportunity!	



# Quote

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Ship To: CITY OF FAIRHOPE 555 SOUTH SECTION STREET FAIRHOPE, AL 36532
--

P.O. Number	REP	FREIGHT TERMS	Lead Time
	RB	INCLUDED	20 WEEKS

ITEM	DESCRIPTION	QTY	U/M	TOTAL
NON INVENT...	2.00" Design 3 Intermediate Bracket, 304 Stainless Steel	2		743.91
NON INVENT...	4" Design 3-2" spark proof Straight-thru slide rail assembly to include Cast Iron stationary base, Bronze faced sliding flange, 2.00" Inch top guide bracket, and Bronze rail guides. The slide rail stationary base assembly shall be coated with standard factory paint.	2		3,568.09

**TOTAL:**

Proposed by:	<b>Raymond Buzbee</b>
Accepted by:	
Thank You for this Opportunity!	

# Quote



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P.O. BOX 1322  
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PHONE 850-433-5134 FAX 850 433-0308

DATE	QUOTE NO.
2/28/2022	Q80912

CITY OF FAIRHOPE  
P.O. DRAWER 429  
FAIRHOPE, AL 36533

Ship To:  
CITY OF FAIRHOPE  
555 SOUTH SECTION STREET  
FAIRHOPE, AL 36532

P.O. Number	REP	FREIGHT TERMS	Lead Time
	RB	INCLUDED	20 WEEKS

ITEM	DESCRIPTION	QTY	U/M	TOTAL
NON INVENT...	- Lift Station Accessory Package to Include The Following: -(1) Halliday 42" x 60" Aluminum Hatch with Safety Gate -(1) 72" x 60" L.F. Manufacturing Valve Vault with Aluminum Lid (1) 6" Sch 40 Type 316 S.S. Piping Package complete with Bypass Connection (1) 6" Pass-thru with Link Seals (3) 6" Matco-Norca Cast Iron Gate Valves (2) 6" Matco-Norca Cast Iron Check Valves (1) CSI Duplex 15HP Control Panel with Soft Starts. (Aux. Contacts provided for SCADA hook up) (1) Vega PULS C21 Radar Sensor (1) S.S. Float Hanger (1) S.S. Backboard for Control Panel	1		76,389.00
PIPE	304 STAINLESS STEEL SCH 40 GUIDE RAILS, 2" PIPE - FEET  INSTALLATION NOT INCLUDED - MATERIAL ONLY	80		2,301.00

			<b>TOTAL:</b>	<b>\$103,894.00</b>
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Proposed by: **Raymond Buzbee**

Accepted by:

Thank You for this Opportunity!



RESOLUTION NO. \_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that Mayor Sherry Sullivan is hereby authorized to execute an Engagement Letter with Maynard, Cooper & Gale, P.C. for professional government affairs services and assistance as well as assist in special projects and provide strategic consulting advice (from time to time) for the City of Fairhope, Alabama. This engagement will be for a six month period with a not-to-exceed amount of \$54,000.00.

DULY ADOPTED THIS 11TH DAY OF APRIL, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the Job Position of Emergency Management and Special Events Coordinator; and the Job Description and Grade of Pay for same; and amend the budget to fund this position and to defund the position of Rental Facilities Assistant I.

<b>Addition:</b>	<b>Job Positions</b>	<b>Grade of Pay</b>
	Emergency Management & Special Events Coordinator	21

ADOPTED THIS 11TH DAY OF APRIL, 2022

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

ATTEST:

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



# CITY OF FAIRHOPE

## Uniform Job Description

Position Title: **Emergency Management & Special Events Coordinator** Position Number: \_\_\_\_\_  
Department: **Community Affairs** Pay Grade: **21**  
Reports To: **Rental Facilities Manager** Effective Date: \_\_\_\_\_  
Supervises: \_\_\_\_\_

Approvals: _____	
Supervisor	Human Resources Director
_____	_____
Date	Date
FLSA Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Safety Sensitive: <input type="checkbox"/> Yes <input type="checkbox"/> No DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

### I BASIC PURPOSE OF THE POSITION

The Emergency Management and Special Events Coordinator is a division of the Community Affairs Department which establishes and maintains a strategic framework to efficiently guide and coordinate City resources in collaboration with external partners throughout emergencies and special events that utilize streets, parks, and greenways. The position oversees nearly 100 events each year in the City for organized special events, parades, and marches, with the purpose of protecting the health, safety, and welfare of citizens and visitors while establishing a clear and accountable process for event organizers. This position develops the strategic direction necessary for the city to be prepared, equipped, trained, and ready to respond to the consequences of disasters as well as mitigate the effects and recover from the impacts.

### II DISTINGUISHING CHARACTERISTICS OF THIS POSITION

This position is unique in that its occupant will be required to work event-based hours which will include early mornings, late nights, weekends, and holidays; however, a more conventional schedule can be administered during the off-peak times. The applicant needs to be able to communicate effectively with customers and people of diverse backgrounds. This position requires a flexible and innovative approach to problem solving and decision making, and the ability to attend to multitudinous tasks, in an on-going manner.

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**III ESSENTIAL FUNCTIONS AND RESPONSIBILITIES**

- Evaluates special events requests to determine alignment with City goals and priorities, impact to the community, and to identify potential hazards or safety threats; processes and permits event requests; determines location and schedule; and approves communications, logistics and safety plans.
- Oversees the planning, logistics and resource management of special events; attends events and monitors permit compliance; identifies and addresses issues posing public safety or health risks; evaluates overall success of events and provides recommendations for future event planning.
- Serves as a liaison between City staff, event organizers and the community; coordinates and attends planning meetings; negotiates terms and conditions; resolves conflict; coordinates cross-functional projects between internal and external stakeholders.
- Provide leadership in the oversight and execution of the city's Comprehensive Emergency Management Plan, including policy documents, to maximize all city resources and encourage participation by the residential and business communities.
- Serves in the City's Emergency Operations Center (EOC) during critical incidents and planned events.
- Coordinate local emergency planning, emergency preparedness program and provide information and training to the general public, city officials, and city staff.
- Ensure compliance with all planning guidance, policies, state, and federal mandates regarding emergency management.
- Prepare and/or assist in the development/revisions of mutual aid, automatic aid, memorandums of understanding, and city ordinances concerning public safety and emergency management.
- Direct and participate in emergency preparedness training programs; obtain membership, attend meetings and participate in approved professional associations; keep informed of relevant new innovations, laws and procedures and attend instructional classes and seminars for emergency management.
- Serves as "essential personnel" and is required to remain available for immediate call-in due to any natural or manmade disaster, or any other event the Mayor deems necessary.
- Serves as liaison between other Emergency Managers in the county and adjacent municipalities.
- Assists with filling-in at other departments of the city who have staffing needs. This may include the Civic Center, Nix Center, and the Fairhope Museum.



**IV OTHER DUTIES AND RESPONSIBILITIES**

- Operates city vehicle, with or without trailer, or a city utility truck, when necessary
- Perform other duties as assigned by the Director of Community Affairs.

**V REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

- Ability to collaborate, develop partnerships, and work effectively as a member of a fast-paced, results-oriented team.
- Excellent written and verbal communication.
- Skill to operate relevant computer software.
- Certification in CPR/First Aid

**VI ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING**

- Associates degree and or 3-5 years' experience in emergency management, emergency response, business or public administration or related field plus five years of experience in emergency management or municipal government.
- FEMA Professional Development Series Completed
- Possession of a valid Alabama Drivers' License

**VII EXTENT OF PUBLIC CONTACT**

Contact with the public is regular, including but not limited to working with vendors; hosting meetings with the mayor and city council; town hall meetings with U.S. Congressmen, Alabama Governors and other dignitaries; answering questions from the public; giving directions; and meeting with renters and other community-based groups and agencies. Occupant will receive and respond to a variety of inquiries regarding use of the facility, by phone, e-mail and in-person, on a continual basis.

**VIII PHYSICAL DEMANDS**

Must be able to lift 50 lbs. to chest height; climb stairs and ladders. Job often requires long hours spent on the feet, on concrete floors, with repetitive motions performed with frequency.

**IX WORKING CONDITIONS AND ENVIRONMENT**

Work is routinely performed in both an indoor, office environment and activities outdoors.

*This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.*

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE,** That the City of Fairhope accepts the donation of the Fly Away Sculpture from Martha Hopkins which will be placed at the H.L. "Sonny" Callahan Airport. Donor to have Fairhope Ironworks powder coat paint sculpture (chrome color) with holes drilled to bolt into a cement column. The City will provide the cement column, installation, maintenance and liability protection.

Adopted on this 11th day of April, 2022

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

Attest:

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

