

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

MONDAY, 13 JUNE 2022 – 4:30 P.M. – COUNCIL CHAMBER

1. Compensation & Classification Plan
2. 2ND Floor Project – Love Our Fairhope Library: Building for the Future
3. Proposal for Reduction in Rates and Fees Quail Creek Golf Course
During Down Time with Temporary Greens and Greens Resurfacing Project
4. FY 2023 Transportation Alternatives Set-Aside Program Grant to the Alabama Department of Transportation to Construct New Sidewalk Facilities Along Fairwood Boulevard and Blue Island Avenue
5. Discussion of Additional Funding for Projects
6. Committee Updates
7. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, June 13, 2022 – Council Chambers**

Next Council Meeting – Monday, June 27, 2022 – Same Time Same Place

4/22 PMD
JAW



PROPOSAL FOR REDUCTION IN RATES AND FEES

QUAIL CREEK GOLF COURSE

**** DURING DOWN TIME WITH TEMPORARY GREENS**

And

GREENS RESURFACING PROJECT **

1. Request to extend Seasonal Pass Fees for Pass Holders for Two (2) months from anniversary date.

2. Daily Greens Fee Reduced from:
 - Morning 18-Hole Rate reduced from \$26.00 to \$18.00
 - Afternoon 18-Hole Rate reduced from \$18.00 to \$10.00
 - Morning 9-Hole Rate reduced from \$18.00 to \$10.00
 - Afternoon 9-Hole Rate reduced from \$12.00 to \$8.00
 - Cart Fees Remain at \$19.00 for 18-holes and \$11.00 for 9-Holes.

3. Return Rates to the normal "rack rate" when the re-surfaced greens are re-opened, and all 18 greens are payable.

Bobby Hall

Director of Golf

5-23-2022

BALDWIN COUNTY GOLF COURSES & RATES

All prices are Cart & Green Fee

(as of May 18, 2022)

TimberCreek Golf Course

(251) 621-9900

18 Holes: \$59.95 includes tax / 9 Holes: \$37.95 includes tax

Twilight after 2:00pm: \$39.95 includes tax (play as many as you can)

Lake Forest Yacht & Country Club

(251) 626-9324

18 Holes: \$41.00 plus tax

(Price is golf with lunch or a sleeve of balls)

Rock Creek Golf Club

(251) 928-4223

18 Holes: \$70.00 plus tax *Some specials available online

After 1:00 \$60.00 plus tax / Twilight after 2:00pm: \$39.99 plus tax

Tuesday special at noon: \$49.99 plus tax

Glenlakes Golf Club

(251) 955-1220

18 Holes: \$54.99 plus tax / 12:00-2:00 \$48.00 plus tax / After 2:00 \$39.99 plus tax

Tuesday Special after 12:00pm: \$40.99 plus tax

Craft Farms Golf Club

(251) 968-3002

Cotton Creek GC: \$99.00 plus tax / After 2:00pm \$59.00 plus tax (weekend \$65.00)

Cypress Bend GC: \$109.00 plus tax / After 2:00pm \$79.00 plus tax

Special for Baldwin Co. Residents only: Sunday - Wednesday \$69.00 plus tax

Peninsula Golf Club

(251) 968-8009

18 Holes: 7:00am-8:00am \$119.00 plus tax / 8:00am-10:00am \$145.00 plus tax

10:00am-2:00pm \$109.00 plus tax / After 2:00pm \$89.00 plus tax

9 Holes after 1:00pm: \$69.00 plus tax / All rates include Range Balls

Special for Baldwin Co. Residents only: (Sunday - Wednesday: \$79.00 plus tax)

Kiva Dunes Golf Club

(251) 540-7000

18 Holes: \$100.00 up to \$150.00 (depends on when booked online)

Prices include Range Balls

Holly Hills Golf Course

(251) 580-2553

(9 Hole Course)

18 Holes: Monday - Friday \$30.00 includes tax / Saturday & Sunday \$40.00 includes tax

After 1:00pm on weekends: \$30.00 includes tax / Nine Holes: \$20.00 includes tax

From: Bobby Hall <bobby.hall@fairhopeal.gov>

Sent: Saturday, May 28, 2022 2:33:08 PM

To: Olin Scott <olin.scott@fairhopeal.gov>; Tim Gressett <tim.gressett@fairhopeal.gov>

Cc: Tomm Johnson <tomm.johnson@fairhopeal.gov>; Steven Johnson <Steven.Johnson@fairhopeal.gov>; golf <golf@fairhopeal.gov>; Bill Howard

<bill.howard@fairhopeal.gov>; Mary Ann Rottger <MaryAnn.Rottger@fairhopeal.gov>; Quail Creek 202 <nmmi84@yahoo.com>; Quail Creek 170 <littlejoy7@bellsouth.net>

Subject: REMINDER THURSDAY JUNE 2ND, 2022 - SOUTHERN SENIORS OUTING 8:00 AM

Quail Creek Staff Reminder: Southern Seniors will play on Thursday June 2nd with a Shotgun Start at 8:00 AM - 85 players signed up.

(They have agreed to play with Temp Greens).





Up Coming events:

- QCMGA has **cancelled** all tournaments until September.
- Jimmy Green Tour event scheduled for June 14th, has also been **cancelled**. Hopefully will re-schedule in September.

- *There are no other events booked for the months of June or July.*
- The Sand Crab Senior Golfers from Pensacola are scheduled for Monday August 8th, @ 8:00 AM.
- The Panhandle Pin Seekers from Pensacola are scheduled for Monday August 15th, @ 8:00 AM.
- September 3rd-5th, Labor day Weekend.
- QCMGA Saturday September 17th, 8:00 AM Shotgun - Irish 4-Ball Event.
- Southern Seniors Golf League scheduled for Thursday September 22nd, 8:00 AM.
- Mobile Senior League scheduled for Thursday September 29th, 8:00 AM.

Thank you,
BOBBY HALL

QUAIL CREEK GOLF COURSE CALENDAR - JUNE 2022

MON	TUE	WED	THU	FRI	SAT	SUN
		1	2	3	4	5
		QUAIL CREEK SENIORS 8:00 AM	Southern Seniors 8:00 AM 85 Players	OPEN PLAY	MGA BULL PEN 8:00 AM	OPEN PLAY
6	7	8	9	10	11	12
OPEN PLAY	QUAIL CREEK LADIES NIX CENTER GOLFERS 8:00 AM	QUAIL CREEK SENIORS 8:00 AM	COURSE CLOSED UNTIL 12:30 PM	OPEN PLAY <i>Couples Wine & Nine @ 4:00 PM</i>	MGA BULL PEN 8:00 AM	OPEN PLAY
13	14	15	16	17	18	19
OPEN PLAY	QUAIL CREEK LADIES NIX CENTER GOLFERS 8:00 AM	QUAIL CREEK SENIORS 8:00 AM	COURSE CLOSED UNTIL 12:30 PM	OPEN PLAY	MGA BULL PEN 8:00 AM	FATHER'S DAY OPEN PLAY
20	21	22	23	24	25	26
OPEN PLAY	QUAIL CREEK LADIES NIX CENTER GOLFERS 8:00 AM	QUAIL CREEK SENIORS 8:00 AM	COURSE CLOSED UNTIL 12:30 PM	OPEN PLAY	MGA BULL PEN 8:00 AM	OPEN PLAY
27	28	29	30			IN JULY
OPEN PLAY	QUAIL CREEK LADIES NIX CENTER GOLFERS 8:00 AM	QUAIL CREEK SENIORS 8:00 AM	COURSE CLOSED UNTIL 12:30 PM			

ALABAMA DEPARTMENT OF TRANSPORTATION



FY 2023 Transportation Alternatives Set-Aside Program Application

This document provides the format in which the required information is to be included in all applications seeking consideration for the TA Set-Aside Program. Applicants may develop and prepare their own applications; however, the headings (A through L) shall be listed with supporting narratives/attachments included. Prospective project sponsors are encouraged to review the *FY 2023 Transportation Alternatives Set-Aside Guidelines* when considering the development of applications. Sponsors will be required to submit the application electronically to the ALDOT Local Transportation Bureau by the FY 2023 deadline of **June 30, 2022**:

A. Provide the Sponsoring Agency

Sponsor Entity: _____
Mayor/Chairman: _____
Contact: _____
Contact Title: _____
Mailing Address: _____
Phone: _____
Email: _____

Project Manager: _____
Title: _____
Mailing Address: _____
Phone: _____
Email: _____

- B. Describe in detail the proposed project improvements and list all eligible TAP activities included in the project. Identify the point(s) of origin, important intermediate destinations, and point(s) of termination. Indicate if the project is/was part of a phased construction plan, or part of a larger comprehensive master plan.
- C. Describe how the proposed project improvements meet the intent of the Transportation Alternatives Set-Aside Program; (Refer to the Competitive Selection criteria of the TAP Guidance).
- D. Provide a detailed preliminary pay item estimate of the total project cost, the amount of Federal funds requested, the amount of the local match, and any additional funding committed by the sponsor. If the preliminary engineering (PE) is going to be a reimbursable phase of work, the estimated PE cost must be included in the detailed cost estimate.

Note: Two significant changes for the FY 2023 program- total Federal participating amount is \$1,000,000 (\$800,000 Federal and \$200,000 sponsor match) and Preliminary Engineering is an eligible item- see FY 2023 Guidelines for more details

- E. Identify ownership of all properties located inside the project footprint. If the acquisition of minor right-of way or property is necessary, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected property owners. Please include photos of these locations and locate these photos on a map.
- F. Identify the location of existing utilities in conflict with the project. If any utilities or service connections will need to be relocated, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected utility owners.
- G. Identify any cultural or environmental resources potentially impacted by the project. Please include detailed time frames and costs associated with coordinating through the State Historic Preservation Office, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, or any other effected resource agency. If there are any historic buildings, homes, or structures that will be impacted by the project, please include photos of these locations and locate these photos on a map.
- H. List any clearances or permits that will be required and include letters of support if possible.
- I. Describe the life expectancy of the project. Identify the agency responsible for maintenance, the anticipated maintenance activities, and the funding source for maintenance efforts.
- J. Provide any documentation related to environmental justice consideration.
- K. Provide any additional comments the sponsor wishes to be considered, including any letters of support from elected officials, local agencies, or property owners.
- L. Include any supporting photographs, maps, drawings, or plans necessary to support the project application (all in Color).

All applications **must be submitted electronically** no later than 5:00 pm on **June 30, 2022**. Applications should be sent to tapapp@dot.state.al.us as a .pdf file (25 mb max) with "**FY 2023 TAP Application – Sponsor Name**" in the subject line.

The office of Local Transportation Bureau (LTB) will send a confirmation email once an application is received. if you do not receive a confirmation, please contact LTB at 334-242-6733 to ensure receipt of the application.

ALABAMA DEPARTMENT OF TRANSPORTATION



FY 2023 Transportation Alternatives Set-Aside Program Guidelines

This document contains information regarding the Transportation Alternatives Set-Aside Program (TAP). Prospective project sponsors are encouraged to thoroughly review this document, as well as the FY 2023 TA Set Aside Program Application.

A. ELIGIBLE ENTITIES:

1. Local governments
2. Regional transportation authorities
3. Transit agencies
4. Natural resource or public land agencies
5. School districts
6. Tribal governments
7. Nonprofit entities responsible for the administration of local transportation safety programs
8. Other local or regional governmental entities with the responsibility for, or oversight of, transportation or recreational trails

Eligibility of applicants will be determined by ALDOT with the concurrence of the Federal Highway Administration (FHWA).

B. PROJECT ELIGIBILITY:

1. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, senior adults, and individuals with disabilities.
2. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation. These can include sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting, safety-related infrastructure, as well as projects to achieve compliance with the Americans with Disabilities Act of 1990.
3. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.

4. Construction of turnouts, overlooks, and viewing areas.
5. Community improvement activities, which include:
 - a. The inventory/control/removal of outdoor advertising.
 - b. Historic preservation and rehabilitation of historic transportation facilities.
 - c. Vegetation management practices in transportation rights-of-way to improve safety, prevent against invasive species, and provide erosion control.
 - d. Archaeological activities relating to impacts from implementation of a transportation project.
6. Environmental mitigation activities, which include:
 - a. Storm water management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff.
 - b. Reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

Eligibility of proposed project activities will be determined by ALDOT with the concurrence of the Federal Highway Administration (FHWA).

C. COMPETITIVE SELECTION

TA Set-aside funds are awarded through an ALDOT administered competitive selection process. It should be noted that while certain types of projects are technically eligible, not all types of projects have the same level of priority in the competitive selection process.

The purpose and intent of this program is to provide new “**Transportation Alternatives**” to communities, as well as enhance existing non-motorized transportation infrastructure. All eligible applications will be evaluated on how the proposed project improvements advance the intent of the program.

The following areas are considered in the competitive selection process:

- Promotes Safety
 - Reduces/Improves Conflict Points
 - Provides Separation for Non-Motorized Travel
- Increases Local Transportation Options
 - Improves Public Travel Experience
 - Promotes Mobility
 - Encourages Multimodal Options
 - Meets the Needs of Non-Motorized Users

- Provides Community Enhancements
 - Improves Usability of Existing Facilities
 - Improves Access to Quality of Life Enhancements
 - Provides Access to Community Amenities
 - Connects Activity Centers
 - Connectivity to Essential Services
 - Improves Public Health/Physical Activity

- Local Commitment
 - Sponsor and/or MPO Resolution
 - Public Involvement and Community Support
 - Part of a Larger Comprehensive Plan
 - Project Manager Identified with Qualifications
 - Readiness and Deliverability of Project
 - Addresses Challenges and Obstacles
 - TAP Project Delivery History

- Environmental Justice
 - ADA Compliance
 - Provides and/or Enhances Services for Individuals with Disabilities
 - Improves Transportation Options in Underserved and Underrepresented Communities
 - Mitigates Transportation Environmental Effects
 - Reduces Automobile Dependence as a Barrier to Opportunity

D. PROJECT FUNDING:

TA Set-Aside funds are allocated into two separate categories.

1. Fifty percent of the TA Set-aside funds are sub allocated to areas based on their relative share of the total State 2010 Census. They are awarded to sponsors based on the geographical funding limitations described below.

- a. Funds sub allocated to areas with populations over 200,000
(awarded and administered by the respective MPOs).

The policies and procedures described in this memorandum only apply to those sub allocations awarded and administered by ALDOT. The MPOs may establish their own respective policies, procedures, and competitive selection criteria for funds sub allocated to areas with populations over 200,000. Sponsors located within the metropolitan planning jurisdictions of the Birmingham, Huntsville, Mobile or Montgomery MPOs should contact their respective MPO for specific program details.

- b. Funds sub allocated to areas with populations of 5,001 to 200,000
(awarded and administered by ALDOT).

- c. Funds sub allocated to areas with populations of 5,000 or fewer (awarded and administered by ALDOT)

Fifty percent of the TA Set-aside funds are sub allocated to any area of the state. Any sponsor located in the State, regardless of population (including MPOs), may submit applications for consideration in this sub allocation. Any area of the State funds are awarded and administered by ALDOT

2. The Federal share for TA Set-Aside projects is generally 80%, with the sponsor providing the remaining 20% in matching funds.
3. The TA set-aside Program is a “**cost reimbursement program**”, not a “grant”. After the sponsor is issued a notice to proceed, the sponsor must pay 100% of the project expenses and request reimbursement for 80% of eligible expenditures from ALDOT. Therefore, the project sponsor must have the fiscal, managerial, and engineering capabilities to manage a project consistent with federal and state requirements. Furthermore, the Sponsor is responsible for any environmental assessments and permitting which may be required. Invoices may not be submitted more often than monthly.
4. Due to the limited amount of funding available, only one application can be submitted by an eligible sponsor per fiscal year. If the submitted application is part of a past or future phased construction, please indicate that within the application and include a master plan of all the anticipated phases.
5. Sponsors that currently have an active TAP project will not be eligible to submit another application for funding consideration until the awarded project has been authorized and let to contract.
6. The total amount of Federal participating funding for a particular project (or project phase if part of a large multi-phased project) application is limited to **\$1,000,000; (\$800,000 Federal and \$200,000 sponsor match)**. The total project estimated costs may exceed the \$1,000,000 limit, but any amounts in excess of the limit will be the responsibility of the sponsor and should be shown as such.
7. TA funds are federal funds administered through the Federal Highway Administration. All applicable Federal regulations apply. Failure to follow Federal regulations may result in the rescission of Federal funds from the Sponsor.
8. The sponsor is responsible for compliance with all Federal and State design regulations applicable for the project type (i.e. AASHTO Guide for Bicycle Facilities, Americans with Disabilities Act of 1990, USDOT regulations, Architectural Guidelines, etc.).
9. Any cost incurred relating to this project which is determined to not be an eligible activity will be borne and paid for by the sponsor.

E. PROJECT PROGRESS:

1. **Project funding awarded to sponsors, but not authorized for contract letting within two years of the notice of award, are subject to rescission by ALDOT.** The purpose of this time limit is to allow for reallocation to another project in order to prevent the loss of funds to the State.
2. To further encourage timely project delivery and facilitate the reallocation of funds to other projects as necessary, the following target deadlines are established:
 - a. Funding Agreement Execution by Sponsor: Three (3) months from ALDOT making the funding agreement available.
 - b. Obtain Environmental Clearances/Permits/Right-of-Way: One (1) year from project award.

If minor right-of-way acquisition is required, or there are historic structures more than 50 years old, additional studies may be needed in order to meet FHWA requirements. These additional requirements will be discussed / determined during a Project Kick-Off Meeting that will be scheduled shortly after the notice of award.

- c. Project/Specification/Estimate (PS&E) Review to Region: Eighteen (18) months from project award
- d. Final Plans/Certifications/Estimate (Ready for FHWA authorization) to Region: Two (2) years from project award.

Failure to meet a target deadline may result in the rescission and reallocation of awarded project funds. Extension requests will be evaluated on the merits of the request and the extenuating circumstances involved.

3. Sponsors who are awarded funding for projects are expected to actively pursue the project to completion and final close-out. If, in the opinion of ALDOT, a sponsor fails to actively pursue the project to completion and final close-out, the result could be the suspension or disqualification of future TAP project funding consideration.

F. ALLOWABLE WORK PHASES:

1. The sponsor will be responsible for the preliminary engineering. However, preliminary engineering (PE) is eligible for reimbursement as part of the project invoicing. The eligible amount may be up to 10% of the total project cost with a maximum amount of \$100,000. The PE should include, but is not limited to, items such as locating, surveying, mapping, environmental (including permitting and mitigation), development of engineering plans and specifications, and the bidding and letting of a project to contract. The sponsor shall be responsible to ensure that all preliminary engineering activities (developing plans, specifications, cost estimates, etc.) are in accordance with ALDOT requirements. If the

sponsor plans on receiving reimbursement for the preliminary engineering, the sponsor must ensure the proper consultant selection process is followed. The sponsor may seek additional information by contacting the appropriate ALDOT Area Office or the [ALDOT Contract Management Group](#). Any design and feasibility studies conducted prior to receipt of a Notice to Proceed are not eligible.

2. Applications involving right-of-way acquisition will generally not be considered. Under special circumstances, right-of-way acquisition may be considered eligible, but only for minor, non-adverse acquisitions that are incidental (not a significant item or cost) to the proposed project activities. Any such consideration will be on a case-by-case basis.
 - a. Projects including right-of-way acquisition will be held to the project deadlines established in previous sections of this document. Proof of support and intent should be provided with the application in the form of letters from the affected property owners.
 - b. Applications for desired project improvements that require obtaining significant and/or adverse right-of-way acquisition should be delayed until the subject right-of-way has been obtained.

Applicants should be aware that Federal Funds expended on right-of-way acquisition shall be reimbursed by the applicant to the Federal government should the project not be advanced to construction within twenty (20) years.

3. Applications involving easements/permitted work on property owned by another entity will generally not be considered. Under special circumstances, easements/permitted work on property owned by others may be considered eligible. Any such consideration will be on a case-by-case basis.
4. Applications involving the relocation of utilities in conflict will generally not be considered. Under special circumstances, utility relocations may be considered eligible, but only for minor utility relocations and service relocations that are incidental (not a significant item or cost) to the proposed project activities. Any such consideration will be on a case-by-case basis.
 - a. Projects including both utility/service relocations will be held to the project deadlines established in previous sections of this document. Proof of project support should be provided with the application in the form of letters of support from the affected utility owners.
 - b. Applications for desired project improvements that require significant utility relocations should be delayed until the subject utilities have been relocated and are no longer in conflict.

5. The sponsor will be responsible for the administration and professional oversight (construction engineering and inspection). However, eligible Construction Engineering & Inspection (up to a total of 15% of total project construction cost) is an eligible item and may be reimbursed as part of the project invoicing. If the sponsor intends to seek reimbursement for Construction Engineering & Inspection, it must be included in the

application and supporting cost estimate (and subject to the limiting funding cap). Sponsors who utilize the services of a consulting engineering firm to perform Construction Engineering & Inspection services, and intend to seek reimbursement for those services, must follow the ALDOT consultant selection procedures.

G. MISCELLANEOUS PROVISIONS:

1. Due to the limited availability of funds, only one project application may be submitted by an eligible sponsor per year. Larger, more comprehensive projects are encouraged. However, such projects may need to be separated into manageable and logical phases for multi-year application and funding. Such project applications should be accompanied with an overall master plan, including a narrative explaining the entire scope of the project, and how the entire project is to be separated into logical phases.
2. Significant changes in project scope after project selection will normally not be permitted. Under special circumstances, minor scope reductions due to funding restrictions may be allowed, but only with prior ALDOT approval and will be evaluated on a case-by-case basis.
3. Eligible projects must be for public use and the benefit of the community at large. Admission or usage fees are discouraged but may be considered if such fees are dedicated to use for maintenance of the facility. These aspects should be clearly identified and explained in the project application. Projects cannot result in the private gain of individuals or groups.
4. Projects must be let to competitive bid unless prior approval is obtained from ALDOT in coordination with the FHWA to use another method of construction, such as force account.
5. Any costs incurred prior to issuance of a written Notice to Proceed from ALDOT is not eligible for reimbursement. Sponsors must receive written approval from ALDOT prior to advertising for bids. Sponsor must also receive written approval from ALDOT prior to awarding the contract.
6. Change of use or ownership during the expected life of the project is strongly discouraged. No change in use or ownership is permitted without written justification, and written concurrence from ALDOT in coordination with FHWA. In the event of a change of ownership, the sponsor may be required to reimburse an appropriate share of the Federal funds expended on the project.
7. TA Set-aside funds have Federal reporting requirements. Recipients will be required to furnish any and all requested data to ALDOT to satisfy these reporting requirements.

H. PROJECT IMPROVEMENT SPECIFICS:

1. Eligible sidewalks shall be designated for exclusive use by pedestrians and comply with ADA guidelines.

2. Eligible bike/pedestrian facilities shall be shared-use or multi-use paths. They must be off-road facilities and developed for use by non-motorized vehicular users such as bicyclists, pedestrians, skaters, wheelchairs, runners, etc. Such facilities are commonly designed for two-way travel. Bike/pedestrian facility paths must comply with ADA guidelines.
3. Priority will be given to projects whose primary purpose is transportation (traveling from point A to B) rather than recreation.

The Alabama Department of Economic Development (ADECA) administers funds for the Recreational Trails Program, which is specifically intended to fund recreational trails. Sponsors are encouraged to contact ADECA for program eligibility.

4. Streetscape improvements are eligible and can include items such as sidewalk replacement to meet ADA requirements, landscaping, pedestrian lighting, etc. These enhancements must be located in a downtown area and are generally the only instance where these items, as a major activity, are eligible.
5. Existing sidewalk facilities that are in acceptable condition, will generally not be considered for replacement, except when that replacement is necessary to achieve ADA compliance. Under special circumstances, the replacement of sidewalks in acceptable condition may be considered eligible, but only when incidental (not a significant item or cost) to the proposed project activities. Any such consideration will be on a case-by-case basis.
6. Hardscapes (e.g. signs at entrances to cities and towns, fencing, waterfalls, towers, flag poles, statues, etc.) are not eligible.
7. Landscaping and scenic enhancements as independent projects are not eligible.
8. Street lighting, traffic signals, and flashers are not eligible, except when traffic control devices for non-motorized traffic are in conjunction with other eligible project activities.
9. Roadway items, such as curb & gutter, roadway paving, or drainage structures are only eligible when incidental and necessary for the construction of the eligible project activities.

I. APPLICATION SUBMISSION & SELECTION

1. Sponsors should thoroughly consider the project scoping process prior to submitting an application. Important considerations include:
 - Right-of-way acquisition or easement/permitting
 - Utility / service relocations
 - Phased construction
 - Fiscal capability
 - Sponsors ability to provide the required matching funds
 - Feasibility and costs associated with meeting ADA compliance
2. Applications should follow the format provided in the FY 2023 Transportation Alternatives Set-Aside Application.

3. Eligibility of applications will be determined by ALDOT with the concurrence of the Federal Highway Administration (FHWA). Sponsors of applications deemed ineligible will be notified in writing.
4. Eligible applications will be reviewed by ALDOT Local Transportation Bureau and ALDOT Region staff in accordance with the ALDOT competitive selection process.
5. Projects selected for funding will be approved by the Transportation Director. Sponsors of selected projects will be notified in writing by the Governor.
6. Once notified of award, sponsors should contact the ALDOT Region in order to set up an initial "kick-off" meeting prior to initiating any work.

All applications **must be submitted electronically** no later than 5:00 pm on **June 30, 2022**. Applications should be sent to tapapp@dot.state.al.us as a .pdf file (25 mb max) with "**FY 2023 TAP Application – Sponsor Name**" in the subject line.

The office of Local Transportation Bureau (LTB) will send a confirmation email once an application is received. If you do not receive a confirmation, please contact LTB at 334-242-6733 to ensure receipt of the application.

City of Fairhope, Alabama

ALABAMA DEPARTMENT OF TRANSPORTATION



FY 2023 Transportation Alternatives Set-Aside Program Application

**New Sidewalks on Blue Island Avenue and
Fairwood Boulevard
(Between Fairhope and Gayfer Avenues)**



GENERAL INFORMATION

A. Sponsoring Agency Information

Sponsor Entity: City of Fairhope, Alabama
Mayor/Chairman: Honorable Sherry Sullivan
Contact: Same
Contact Title: Mayor
Address: P.O. Drawer 429; Fairhope, AL 36533
Phone: (251) 928-2136 Fax (251) 929-6776
Email: sherry.sullivan@fairhopeal.gov

Project Manager: Richard D. Johnson, P.E.
Title: Director of Public Works
Address: 555 S. Section St.; Fairhope, AL 36532
Phone: (251) 929-0360 Cell: (251) 423-7418
Email: Richard.johnson@fairhopeal.gov

- B. Describe in detail the proposed project improvements and list all eligible TAP activities included in the project. Identify the point(s) of origin, important intermediate destinations, and point(s) of termination. Indicate if the project is/was part of a phased construction plan, or part of a larger comprehensive master plan.

This project entails up to 5,895 linear feet (1.12 Miles) of new sidewalk on one side of two semi-parallel streets: Blue Island Avenue and Fairwood Boulevard (Major Collector), Section 17 and Grant Section 37, Township 6 South, Range 2 East, in the City of Fairhope, Baldwin County, Alabama. This proposed project meets two eligibility activities:

- 1. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including children, senior adults, and individuals with disabilities.*
- 2. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation.*

These two sidewalk segments will connect to the existing sidewalk system on Fairhope Avenue (Minor Arterial) on the south end and make connections to existing sidewalks on the north end. The sidewalk on Blue Island Avenue will connect Fairhope Avenue to Gayfer Avenue (Major Collector) and the sidewalk on Fairwood Boulevard will connect Fairhope Avenue to the existing sidewalk system on the north end of Fairwood Boulevard that connects to Section Street (Minor Arterial) and the location of the Eastern Shore Trail. The new Fairwood Boulevard sidewalk would have an intermediate connection to the sidewalk on Bayou Drive (Major Collector). This new sidewalk system would connect all these established neighborhoods to Fairhope West Elementary School (K-6) on both the south (Bayou Drive) and north side (Fairwood Boulevard) of the school campus.

Providing sidewalk connection on Blue Island Avenue between Fairhope and Gayfer Avenues provides connection to the school as well. Gayfer Avenue to the west parallels Fairwood Boulevard and has sidewalk connectivity to the school and the Eastern Shore Trail.

These two identified sidewalk links are part of an overall sidewalk masterplan and have been identified by the City of Fairhope Pedestrian and Bicycling Committee as priority pedestrian connections.

C. Describe how the proposed project improvements meet the intent of the Transportation Alternatives Set-Aside Program

These two proposed sidewalk links will provide new "Transportation Alternatives" to an existing and well-established portion of our community. The neighborhoods served by Fairwood Boulevard and Blue Island Avenue are without sidewalks providing connectivity to the greater sidewalk and trail system within the City of Fairhope. By awarding this grant and the City constructing these vital links, the following will be achieved:

- Promotes Safety – pedestrians will have a dedicated surface to use separate from the current driving lanes. Marked and signed pedestrian crossings will improve and reduce crossing conflicts.*
- Increase Local Transportation Options – Having dedicated, safe and ADA compliant sidewalks will improve the pedestrian travel experience, promote mobility, encourage walking/running vs. surface transport and provide an unmet need for non-motorized users.*
- Provide Community Enhancements – These new sidewalks will create connection to the existing sidewalk system maximizing the usability of these existing facilities. Having a connected system allows easy access to parks, downtown businesses and other community amenities which contribute to the enhancement of community quality of life. These improvements connect these neighborhoods to key activity centers (such as the K-6 School) and other essential services. Finally, having serviceable sidewalks promotes and improves the Public Health and Physical Activity of our citizens by providing a multi-modal option and recreational facility.*

D. Provide a detailed preliminary pay item estimate of the total project cost, the amount of Federal funds requested, and the amount of the local match that will be provided by the sponsor.

See detailed preliminary pay item estimated on the following pages – cost breakdown:

PE: \$83,000.00– 100% on the Project Sponsor (no funding requested)

Construction

+ CE&I: \$999,092.00 – 80% TAP = \$799,273.00 / 20% City Match = \$199,819.00

Federal Funds Requested: \$799,273.00

ENGINEER'S ESTIMATE OF PROBABLE COST

FEDERAL AID PROJECT NO. XXXXXXX

April-22

Fairhope Sidewalks

Blue Island Street & Fairwood Boulevard

ITEM NUMBER	ITEM DESCRIPTION	UNIT OF MEASURE	UNIT QTY	UNIT PRICE	EXTENDED TOTAL
206-C	Removal of Concrete	SY	200	\$20.40	\$4,080.00
206-D	Removing Curb And Gutter	LF	100	\$18.00	\$1,800.00
209-A	Mailbox Reset, Single	EACH	11	\$180.00	\$1,980.00
210-A	Unclassified Excavation	CYTBM	1745	\$24.00	\$41,880.00
210-D	Borrow Excavation	CYTBM	300	\$30.00	\$9,000.00
214-D	Foundation Backfill (Commercial Pea Gravel)	TON	30	\$120.00	\$3,600.00
429-A1	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B	TON	40	\$276.00	\$11,040.00
429-A2	Improved Bituminous Concrete Wearing Surface Layer, 1/2" Maximum Aggregate Size Mix, ESAL Range A/B, Patching	TON	40	\$276.00	\$11,040.00
529-A	Retaining Wall	SF	540	\$180.00	\$97,200.00
600-A	Mobilization	LUMP SUM	1	\$60,000.00	\$60,000.00
618-A1	Concrete Sidewalk, 4" Thick	SY	3906	\$70.00	\$273,420.00
618-A2	Concrete Sidewalk, 6" Thick	SY	80	\$85.00	\$6,800.00
618-B	Concrete Driveway, 6" Thick	SY	190	\$85.00	\$16,150.00
620-A	Minor Structure Concrete	CY	10	\$1,680.00	\$16,800.00
623-A	Concrete Gutter (Valley)	LF	50	\$90.00	\$4,500.00
623-C	Combination Curb & Gutter, Type C (Modified)	LF	3900	\$30.00	\$117,000.00
650-A	Topsoil	CYTBM	910	\$24.00	\$21,840.00
652-A	Seeding (Urban Mix)	AC	2	\$2,520.00	\$5,040.00
654-A	Solid Sod	SY	7770	\$8.50	\$66,045.00
656-A	Mulching	AC	2	\$1,800.00	\$3,600.00
659-A	Erosion Control Netting	SY	1000	\$5.00	\$5,000.00
665-A	Temp. Seeding	AC	2	\$1,860.00	\$3,720.00
665-B	Temp. Mulching	AC	2	\$1,680.00	\$3,360.00
665-E	Polyethylene	SY	1500	\$3.00	\$4,500.00
665-F	Hay Bales	EACH	100	\$12.00	\$1,200.00
665-G	Sand Bags	EACH	100	\$7.20	\$720.00
665-J	Silt Fence	LF	2000	\$6.00	\$12,000.00
665-O	Silt Fence Removal	LF	2000	\$2.25	\$4,500.00
665-Q	Wattle	LF	1000	\$12.00	\$12,000.00
680-A	Geometric Controls	LS	1	\$9,840.00	\$9,840.00
703-A	Traffic Control Markings, Class 2, Type A	SF	1000	\$9.60	\$9,600.00
703-C	Removal of Existing Traffic Control Markings or Legends	SF	400	\$12.00	\$4,800.00
711-A	Roadway Sign Relocation	LS	1	\$960.00	\$960.00
740-B	Construction Signs	SF	120	\$25.20	\$3,024.00
740-D	Channelizing Drums	EACH	50	\$60.00	\$3,000.00
740-E	Cones (36" High)	EACH	50	\$30.00	\$1,500.00
740-M	Weight for Cones	EACH	50	\$6.00	\$300.00
740-N	Orange Safety Grid	LF	1000	\$4.75	\$4,750.00

Total Construction Cost (BASE BID) = \$857,589.00

Contingency (10%) = \$85,758.90

CE&I & Testing (15%) = \$141,502.19

BASE BID TOTAL = \$999,091.19

- E. Identify ownership of all properties located inside the project footprint. If the acquisition of minor right-of-way or property is necessary, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected property owners. Please include photos of these locations and locate these photos on a map.

All improvements proposed are wholly contained within the City of Fairhope's existing public rights-of-way. Blue Island Avenue and Fairwood Boulevard rights-of-way were platted, mapped and recorded prior to the effective date of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Regulations (Uniform Act). Blue Island Avenue was created circa 1927 and Fairwood Boulevard circa 1950-55 - recorded plats on file. No additional Right-of-Way is warranted, required or proposed for this project.

- F. Identify the location of existing utilities in conflict with the project. If any utilities or service connections will need to be relocated, please include a detailed description, an estimate of any associated cost that may be incurred, and letters of support from the affected utility owners.

The preliminary review of the proposed extents of construction suggests no utilities in conflict. Electric, Water, Sewer and Gas along these two streets are operated by Fairhope Utilities. Any minor utility adjustments or relocations should be accommodated by the City operated utility at no cost to the project. Since 100% of the proposed construction is simple concrete slab on grade construction (between 4 and 6 inches) with minimal base build up, no conflicts with buried utilities anticipated. All utilities will be located as part of preliminary design and again prior to construction.

- G. Identify any cultural or environmental resources potentially impacted by the project. Please include detailed time frames and costs associated with coordinating through the State Historic Preservation Office, U.S. Fish and Wildlife Service, U.S. Army Corps of Engineers, or any other affected resource agency. If there are any historic buildings, homes, or structures that will be impacted by the project, please include photos of these locations and locate these photos on a map.

All work proposed will be within existing publicly maintained, improved and fully developed rights-of-way. It is anticipated that this project will qualify for a Type I Programmatic Categorical Exclusion. No issues anticipated with:

- *Historic sites, structures, places, areas or venues*
- *Endangered or protected species*
- *Wetlands*
- *Floodways, Floodplains or Flood Zones*
- *Any other environmental or cultural resource*

- H. List any clearances or permits that will be required and include letters of support if possible.

It appears the disturbed area will be less than one acre, thus a NOI – GP ALR100000 NPDES will not be required. A City of Fairhope ROW Permit and Land Disturbance Permit will be issued at time of Award of Contract to the General Contractor.

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

The detectable warning surfaces (truncated dome tops): 15-20 years, thermoplastic crosswalks and markings: 5-7 years, new concrete sidewalk links: 25-30 years, Pedestrian Crossing Signals: 20+ years (if required), wooden pedestrian boardwalk 15-20 years (if required) and drainage infrastructure 50+ years (if required). The City will budget accordingly for the periodic replacement of the thermoplastic crosswalks and markings on a 5 – 7-year basis. Money is currently budgeted for yearly boardwalk and sidewalk maintenance and repair through the City's Public Works Operation Budget.

The sidewalk, boardwalk, detectable warning surfaces, Pedestrian Crossing Signals and the crosswalks will be maintained as needed by the Street Department of Public Works for the City of Fairhope. The City's Horticultural Department maintains all streetscapes and R.O.W. vegetation. All these maintenance cost will be part of the annual Public Works operating budget.

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

The City of Fairhope began as a dream in the minds of a group of populist reformers who were seeking their own special utopia. Over a hundred similar utopian colonies had already come and gone in other locations. We are one of last two Single Tax Colonies in the United States. 125 years ago, the Colony was founded, attracting supporters and financial backers from around the country and drawing an eclectic assemblage of industrious, creative and free-thinking people to Fairhope. The cultural and social aspects of our community are based on utopian goals, community enhancement, industrious work ethics, creativity, free-thinking attitudes, sense of place, welcoming of visitors, the written word and promotion of artisans and craftspeople. The City of Fairhope is recognized as a progressive and aggressive community in the region when it comes to pedestrian and multimodal transport. Our City has more sidewalk miles per population than any city in the southeast. The City of Fairhope prides itself on placing the greater good of the Community above all else. With your consideration and by awarding this grant you will be supporting and honoring the goals of those original community founders.

The new sidewalks will provide Passive Recreation (walking), Active Recreation (Exercise – running/ jogging/ speed walking), Alternative Commuting (walking to School or Work), and Full Access for People of all Abilities for the same purposes. Furthermore, these proposed improvements will provide full and unfettered residential access the City's schools, recreational amenities, churches and businesses. The completion of this sidewalk will link three existing sidewalk systems: Fairhope Avenue, Gayfer Avenue, The Eastern Shore Trail and multiple residential neighborhoods.

The City of Fairhope has a strong record of successfully delivering quality Transportation Alternatives Projects. Your consideration and support are appreciated. If this grant is awarded to the City of Fairhope, you can rest assured that a quality project will be delivered on time and budget.

ATTACHMENTS

Please find included the following items with this application:

1. Mayor's Cover Letter stating the City's willingness to pursue the project to completion and be responsible for the required expenses, including, but not limited to, the local share funds and professional fees for preliminary engineering activities.
2. Eastern Shore Metropolitan Planning Organization (ESMPO) letter to allow the project to be included in the Transportation Improvement Plan (TIP) if the project is located within a MPO boundary.
3. Adopted Resolution #####-22 from the Fairhope City Council stating their approval of the proposed Transportation Alternatives Set-Aside Program (TAP) Grant application for FY2023.
4. Letter of support from the City of Fairhope Pedestrian and Bicycling Committee.
5. Current and legible GIS map indicating exact project.
6. Scaled conceptual Design Drawings of Sidewalks with Typical Sidewalk Details.
7. Color photographs for the Project Areas A-C.

AUTHORIZING THE SUBMISSION OF AN FY 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE PROGRAM GRANT TO THE ALABAMA DEPARTMENT OF TRANSPORTATION TO CONSTRUCT NEW SIDEWALK FACILITIES ALONG FAIRWOOD BOULEVARD AND BLUE ISLAND AVENUE

WHEREAS, the Alabama Department of Transportation (ALDOT) is accepting applications from municipal governments for FY 2023 Transportation Alternatives Set-Aside Program (TAP) Grants; and

WHEREAS, the City of Fairhope has identified the need to provide new sidewalk facilities designated for use by pedestrians along Fairwood Boulevard and Blue Island Avenue in Fairhope;

WHEREAS, the total project cost is estimated at \$999,092.00, and if funded, the grant will pay 80% or \$799,273.00 and the City of Fairhope will be responsible for providing 20% or \$199,819.00; and

WHEREAS, if funded, the City will be responsible for 100% of the Preliminary Survey, Engineering and Design (PE) at an estimated cost of \$83,000.00; and

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

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of a TAP Grant to ALDOT requesting funds to construct new pedestrian facilities.

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

DULY ADOPTED THIS xxTH DAY OF June, 2022

**2023 TAP GRANT
Sidewalk Location Map**

- TAP2023 Sidewalk Route
- Road Centerlines
- Parcels 1 in = 250 ft

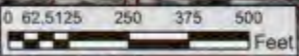
End Sidewalk (Tie To Existing) Fairwood Blvd

**Total for Two Sidewalks
Length +/- 1.12 Miles
(+/- 5,900 Feet)**

End Sidewalk (Tie To Existing) Gayfer Ave

Begin Sidewalk (Tie To Existing) Fairhope Ave

Begin Sidewalk (Tie To Existing) Fairhope Ave



**FAIRWOOD BLVD NEW SIDEWALK - SOUTH SEGMENT
CONCEPTUAL PLAN VIEW**



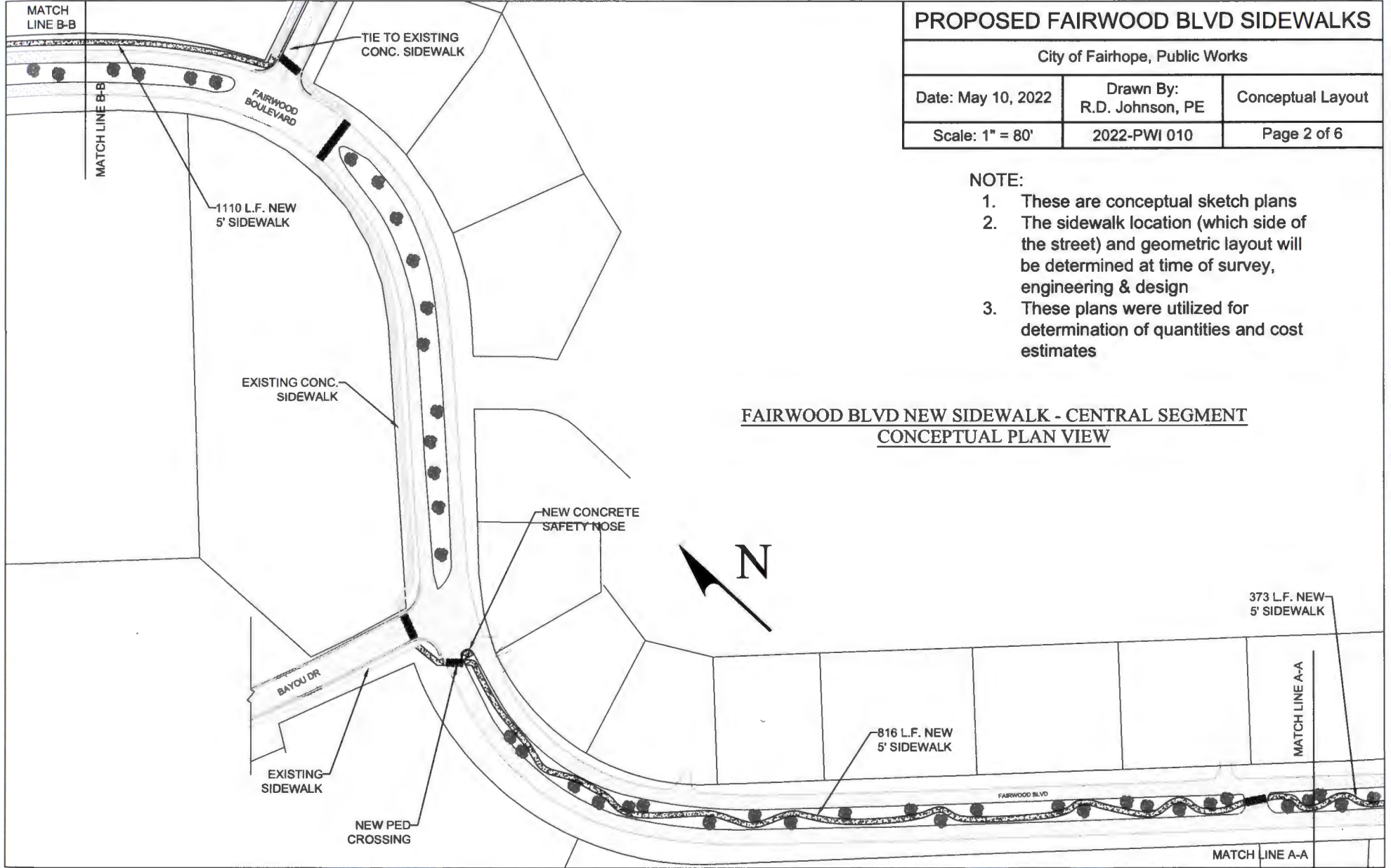
NOTE:

1. These are conceptual sketch plans
2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
3. These plans were utilized for determination of quantities and cost estimates

PROPOSED FAIRWOOD BLVD SIDEWALKS

City of Fairhope, Public Works

Date: May 10, 2022	Drawn By: R.D. Johnson, PE	Conceptual Layout
Scale: 1" = 80'	2022-PW1 010	Page 1 of 6



PROPOSED FAIRWOOD BLVD SIDEWALKS

City of Fairhope, Public Works

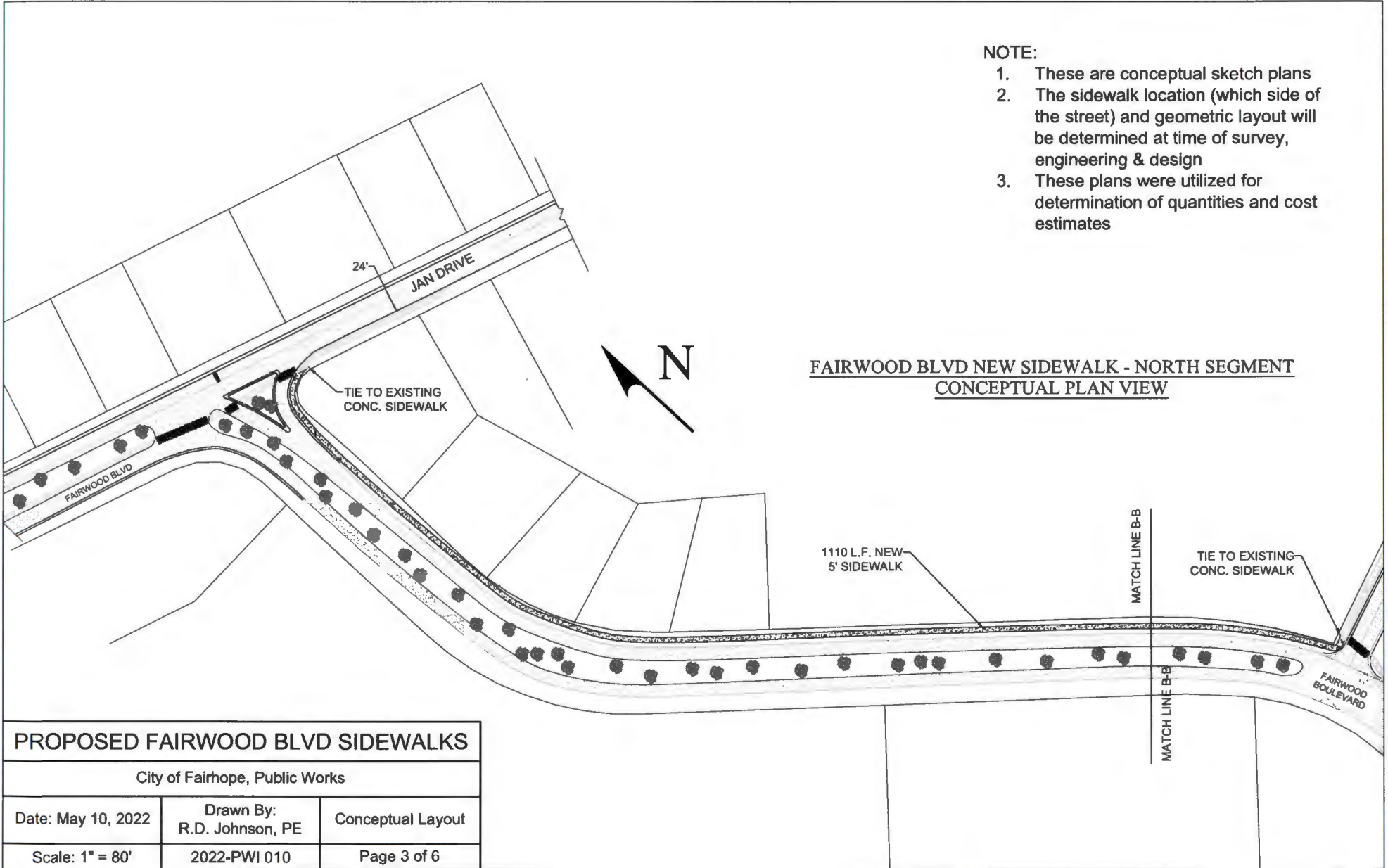
Date: May 10, 2022	Drawn By: R.D. Johnson, PE	Conceptual Layout
Scale: 1" = 80'	2022-PWI 010	Page 2 of 6

- NOTE:
1. These are conceptual sketch plans
 2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
 3. These plans were utilized for determination of quantities and cost estimates

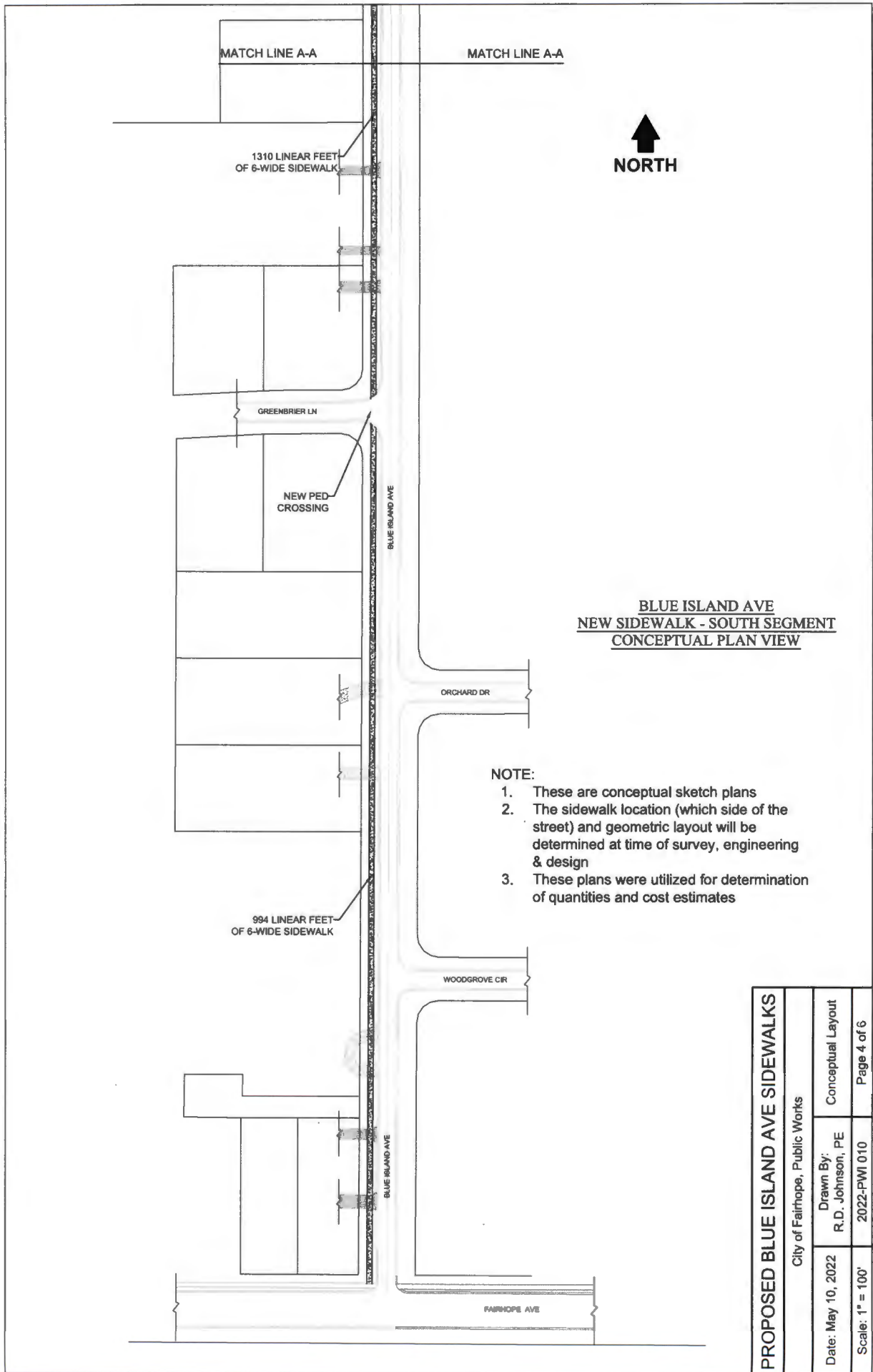
FAIRWOOD BLVD NEW SIDEWALK - CENTRAL SEGMENT CONCEPTUAL PLAN VIEW

NOTE:

1. These are conceptual sketch plans
2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
3. These plans were utilized for determination of quantities and cost estimates



PROPOSED FAIRWOOD BLVD SIDEWALKS		
City of Fairhope, Public Works		
Date: May 10, 2022	Drawn By: R.D. Johnson, PE	Conceptual Layout
Scale: 1" = 80'	2022-PWI 010	Page 3 of 6

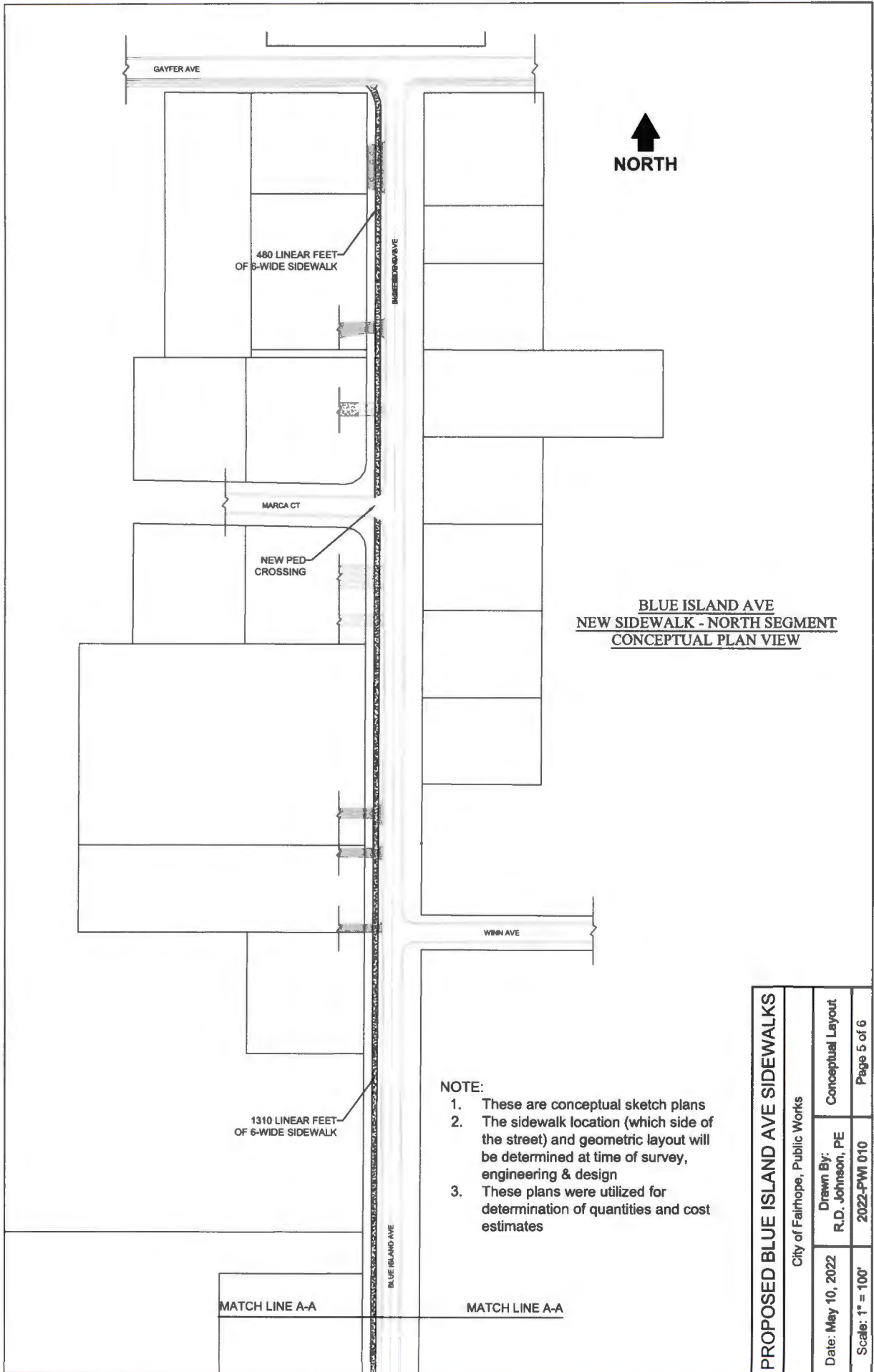


**BLUE ISLAND AVE
NEW SIDEWALK - SOUTH SEGMENT
CONCEPTUAL PLAN VIEW**

NOTE:

1. These are conceptual sketch plans
2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
3. These plans were utilized for determination of quantities and cost estimates

PROPOSED BLUE ISLAND AVE SIDEWALKS	
City of Fairhope, Public Works	
Date: May 10, 2022	Drawn By: R.D. Johnson, PE
Scale: 1" = 100'	2022-PWI 010
	Page 4 of 6



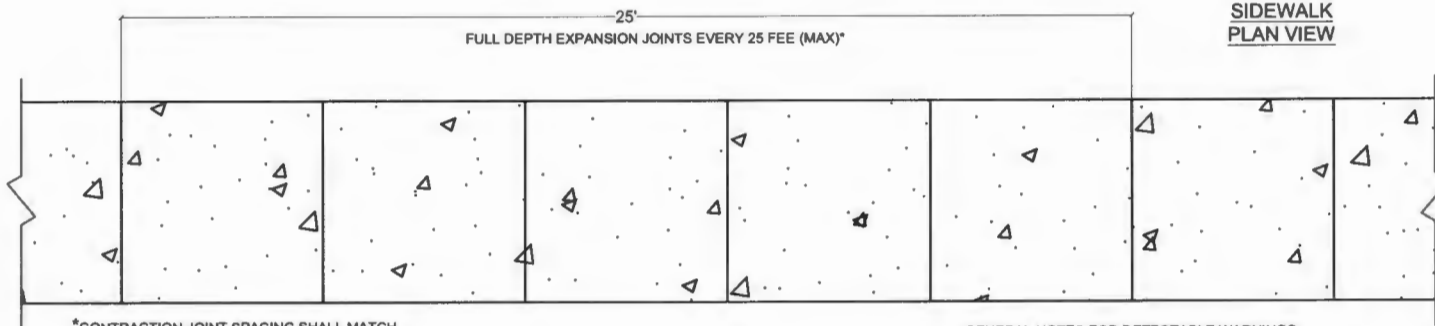
BLUE ISLAND AVE
NEW SIDEWALK - NORTH SEGMENT
CONCEPTUAL PLAN VIEW

- NOTE:**
1. These are conceptual sketch plans
 2. The sidewalk location (which side of the street) and geometric layout will be determined at time of survey, engineering & design
 3. These plans were utilized for determination of quantities and cost estimates

PROPOSED BLUE ISLAND AVE SIDEWALKS	
City of Fairhope, Public Works	
Date: May 10, 2022	Drawn By: R.D. Johnson, PE
Scale: 1" = 100'	2022-PWI 010
	Page 5 of 6

MATCH LINE A-A

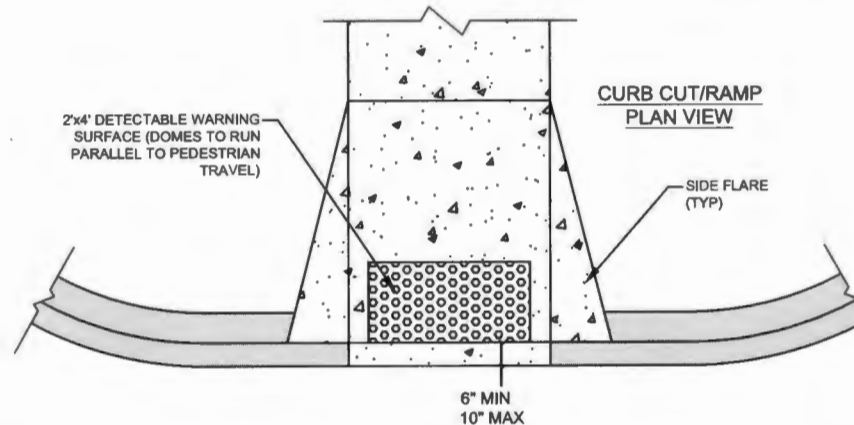
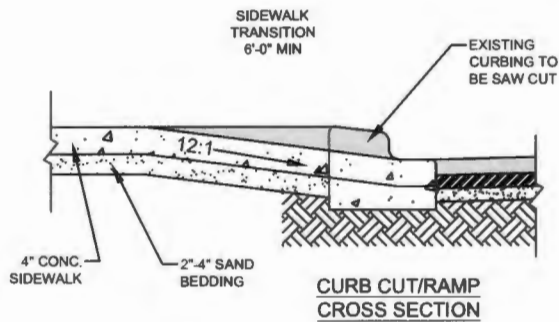
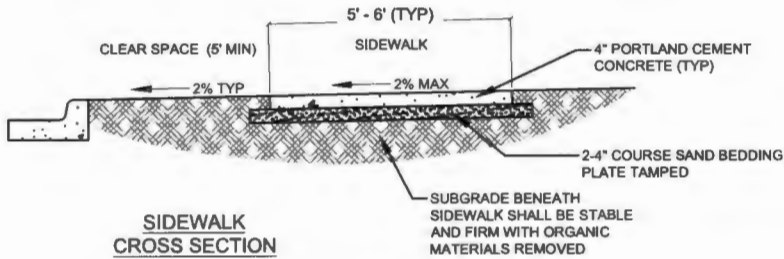
MATCH LINE A-A



*CONTRACTION JOINT SPACING SHALL MATCH SIDEWALK WIDTH, EXPANSION JOINTS SHALL BE SPACED TO MATCH CONTRACTION JOINT SPACING

GENERAL NOTES FOR DETECTABLE WARNINGS

1. CURB RAMPS MUST CONTAIN A DETECTABLE WARNING SURFACE THAT CONSISTS OF RAISED TRUNCATED DOMES COMPLYING WITH 2010 ADA STANDARDS FOR ACCESSIBLE DESIGN.
2. THE SURFACE MUST CONTRAST VISUALLY WITH ADJOINING SURFACES INCLUDING SIDE FLARES - COLOR TO BE BRICK RED.
3. DETECTABLE WARNING SURFACES MUST BE SLIP RESISTANT AND NOT ALLOW WATER TO ACCUMULATE.
4. ALIGN TRUNCATED DOMES IN THE DIRECTION OF PEDESTRIAN TRAVEL WHEN ENTERING THE STREET.
5. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 24" IN DEPTH IN THE DIRECTION OF PEDESTRIAN TRAVEL.
6. DETECTABLE WARNING SURFACES SHALL BE A MINIMUM OF 48" IN WIDTH FOR 5'-0" SIDEWALK.
7. DETECTABLE WARNING SURFACES SHALL BE CAST-IN-PLACE - NO ADHESIVE OR FASTENERS.
8. DETECTABLE WARNING SURFACES SHALL BE LOCATED SO THAT THE EDGE NEAREST THE CURB LINE IS A MINIMUM OF 6" AND A MAXIMUM OF 10" FROM THE EXTENSION OF THE FACE OF CURB.



SIDEWALK DETAIL SHEET
SCALE: N.T.S.

2023 TAP - Sidewalk Typical Section	
City of Fairhope - Public Works Department	
Dwg: RDJ	Date: 04/08/2020
Sheet # : 6 of 6	



Looking Northwest at the intersection of Fairhope and Blue Island Avenue

Looking north on Blue Island Avenue



Looking south on Blue Island Avenue towards Fairhope Avenue



Looking north and south along
Blue Island Avenue





Looking north and south along
Blue Island Avenue





Looking north on Blue Island Avenue towards Gayfer Avenue



The intersection of Blue Island and Gayfer Avenues



The intersection of Fairhope Avenue and Fairwood Boulevard – looking south



Looking north and south along
Fairwood Boulevard



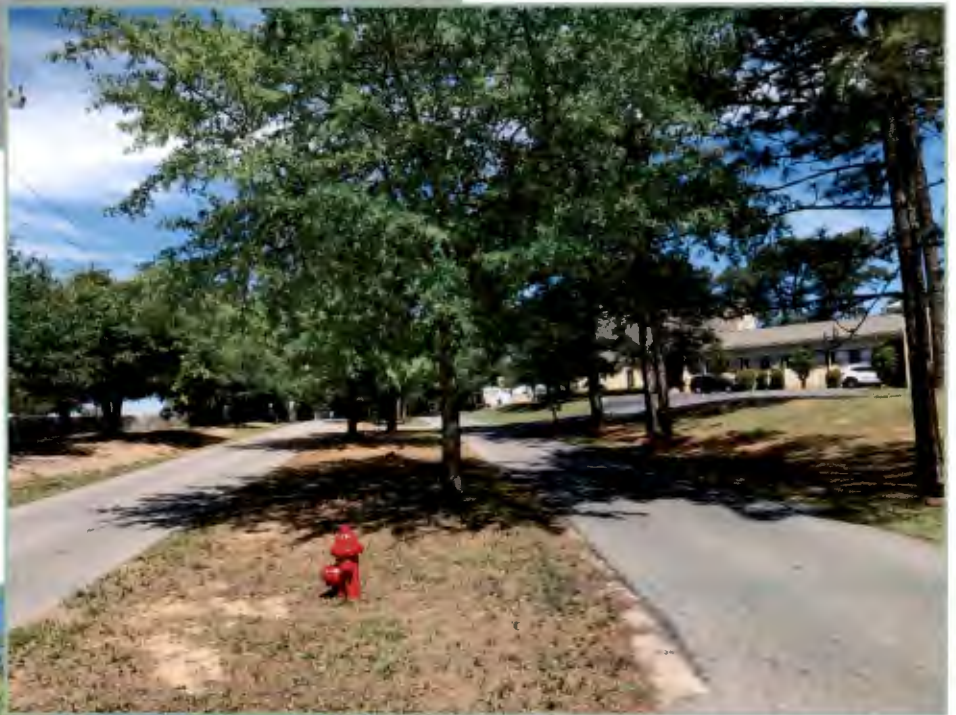


Looking north and south along
Fairwood Boulevard





Looking north and south along
Fairwood Boulevard





North end of Fairwood Boulevard – connects to existing Sidewalks



**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 13 JUNE 2022 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 23 May 2022 Regular City Council Meeting, minutes of 23 May 2022 Work Session and minutes of 26 May 2022 Special Emergency Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** - Ordinance –Amend Ordinance No. 1253
Zoning Ordinance Amendment – ZC 22.03
 - Proposed amendment to change and alter the City of Fairhope Zoning Ordinance to revise (Table 3-1, Use Table). Zoning District B-3a shall be amended to allow a Hotel/Motel use permitted only on appeal and subject to special conditions. Zoning District B-3b shall be amended to allow a Bed & Breakfast use permitted only on appeal and subject to special conditions; and change a Hotel/Motel from a use permitted subject to general ordinance standards and conditions to use permitted only on appeal and subject to special conditions.
6. Resolution – That the public improvements indicated herein for Hermitage Court Subdivision 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 Blue Island 2021, LLC (the “Subdivider”).
7. Resolution – That City Council approves the selection by Mayor Sherry Sullivan for RFQ PS014-22 Professional Engineering Services to Christian Preus Landscape Architecture, PLLC for Fairhope Clock Plaza, and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.
8. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute an Intergovernmental Funding Agreement between the City of Fairhope and the Baldwin County Commission to widen Blueberry Lane and Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane paved road; and the City of Fairhope to pay expenditure of a not-to-exceed of \$110,000.00 to the Baldwin County Commission at completion of work.
9. Resolution - That the City of Fairhope has voted to purchase two (2) 2022 Ford Police Interceptor AWD Utility or equivalent for the Police Department as School Resource Officer Vehicles; and the type of vehicle needed is on the Alabama State Department of Purchasing Contract Number #T191L and therefore does not have to be let out for bid. The total amount not-to-exceed \$87,135.16.

10. Resolution - That the City of Fairhope approves the procurement of the roof repair for the Pecan Street Building located at 451 Pecan Avenue to Roof Doctors for the Public Works Department. Three (3) quotes were obtained for this procurement and Roof Doctors provided the lowest quote of \$30,000.00. The total amount not-to-exceed \$30,000.00.
11. Resolution - That the City of Fairhope approves the procurement of surveying services for City Park Lands for the Building Department. A quote was sent to three (3) vendors, two (2) quotes were received for procurement. Smith, Clark & Associates provided the lowest quote of \$9,950.00. The total amount not-to-exceed \$9,950.00.
12. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 2 for procurement of scanning solutions services for use in Project 4 for the Planning and Zoning Department; services have been previously negotiated through the National Cooperative Purchasing Alliance (NCPA) Buying Group (Contract 11-26); the cost for additional work will be \$45,098.47; and awards Change Order No. 2 to MCCI, LLC. (\$5,301.61 will be used from Change Order No. 1 to offset the cost; the total additional funds requested is \$39,796.86.)
13. Resolution - That the City of Fairhope accepts and approves the proposed name of “Triangle Drive” which will facilitate the request from ALDOT that the City not refer to this section as SR-104 heading west between US-98 and Scenic 98 and give that road section a name which is symbolic to the property known as “The Triangle.”
14. Resolution – That the City Council approves and adopts the recommendations for the Treasury Department Restructuring and Reclassification as follows: Reclassify one (1) Treasury Assistant (Grade 22H) to Staff Accountant (Grade 24S); and approve an additional position of Accounting Assistant (Grade 22H) job position.
15. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a Non-Participant Services Agreement between the Electric Cities of Georgia, Inc. (“ECG”) and the City of Fairhope for safety and training topics specific to the Electric Utility Employee subject to the City Attorney’s approval. In addition, ECG provides a specific annual safety audit and detailed report. This is a budgeted item with a not-to-exceed amount of \$44,250.00.
16. Resolution – That certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the following methods: [1] SEL 2411 Programmable Automation Controllers shall be sold to the highest bidder such as Troy, Alabama, the company we purchased, or to another entity that uses these Controllers; and [2] Used Utility Poles and Salvaged Pilings shall be sold to the private sector at the following fixed price: \$10.00 per pole – Buyer loads the poles and carries off and \$20.00 per pole – City loads the poles and Buyer carries off; and signs a Hold Harmless and Indemnification.
17. Resolution – That on the 23rd day of May, 2022, the City of Fairhope adopted Resolution No. 4457-22; a resolution to approve the purchase of a Ten (10) Ton Packaged Heat Pump for the Rotary Youth Center; and the equipment is available for direct procurement through the purchasing cooperative Omnia Partners (Contract #USC 15-JLP-023) and therefore does not have to be let out for bid. The procurement was originally approved in the General Maintenance Budget for the Rotary Youth Center for \$8,000.00 and approved on Resolution No. 4457-22 for \$9,056.00. There is a need to amend the resolution due to the initial proposal has expired and the price has increased to \$10,125.00. Resolution No. 4457-22 is amended to a not-to-exceed amount of \$10,125.00.

18. Recommendation – Recreation Board recommend and request the purchase of additional lot in Quail Creek move forward.
19. Reappointment – Bill Hall and Rosalie Stromme – Fairhope Pedestrian and Bicycle Committee
20. Application for Package Store License by ALDI LLC (Alabama), located at 10140 County Road 48, Fairhope, AL 36532.
21. Public Participation – (3 minutes maximum)
22. 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.
23. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, June 13, 2022 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, June 13, 2022 – Council Chambers**

Next Regular Meeting – Monday, June 27, 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, 23 May 2022.

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

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.

Council President Conyers stated there was a need to add on an agenda item after Agenda Item Number 20: a that the City Council of the City of Fairhope hereby officially declares an emergency as City of Fairhope’s water line near the Grand Hotel needs immediate attention and needs to be replaced; authorizes Mayor Sherry Sullivan to hire a contractor to assess the damage; and to appropriate money, not to exceed \$63,000.00 to determine what measures to take and to provide labor for making emergency repairs to this critical public facility; and not include materials which will be provided at additional cost to the City. He commented we also need to amend Agenda Item Number 18 for the total projected costs estimate not-to-exceed \$250,000.00; and the match for the City estimate not-to-exceed \$125,000.00.

Councilmember Burrell moved to add on the above-mentioned item not on the printed agenda; and to amend Agenda Item Number 18 as stated above. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Burrell moved to approve minutes of the 09 May 2022, regular meeting; and minutes of the 09 May 2022, work session. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and announced the MUNIS upgrade will begin on Wednesday so the system will be offline Wednesday and Thursday. She said no one will be able to make payments online during this time. Mayor Sullivan thanked City Departments for their hard work during this busy May; and for taking care of our citizens.

23 May 2022

Mayor Sullivan stated the Bayshore Christian Baseball Team won the State 1A State of Alabama High School Baseball Championship for the second year in a row. She recognized each player with a Certificate of Achievement and team photo; and then recognized the coaches.

Mayor Sullivan recognized 6th grader, Nell Hage-Wright, with a Certificate of Recognition for walking to school every day from Kindergarten through 6th grade; and she never missed a day. Charlene Lee with the “Walking School Bus” presented Nell with a plaque with photos for each year; and said the Walking School Bus is so proud of Nell and her family has been so actively engaged in our daily walks to school.

Councilmember Burrell told the City Council he has been thinking about the budget cycle, supply chain issues, and the labor shortage. He commented this year we need to make sure we retain our employees; and budget enough for our employees. Councilmember Burrell said we need to make an investment in our employees.

Councilmember Martin also said we need to make an investment in our employees. He congratulated all of the 2022 graduates. Councilmember Martin said he coached 10 of the baseball team students.

Council President Conyers echoed Councilmember Martin’s comments on the 2022 graduates. He asked for everyone to keep the Olmstead family in their prayers and to send blessings to the family.

A Public Hearing was held as advertised to discuss the improvement of the park facilities at the North Beach Park, Fairhope, Alabama. Special Projects and Grant Manager Jessica Walker addressed the City Council, explained the plan for the park, and said we can make adjustments if needed. The public hearing was opened at 6:20 p.m.

- 1) Ken Niemeyer, 8 Fels Avenue, addressed the City Council and said he was opposed to the improvement at North Beach Park. He said we build unnecessary projects; and the improvements should be simple basic repairs that are needed.
- 2) David S. Jones, 10 Fels Avenue, addressed the City Council and said he acknowledges and fully supports Mr. Niemeyer’s position.

Council President Conyers explained the grant and the need for repairs.

The public hearing closed at 6:25 p.m.

Planning Director Hunter Simmons addressed the City Council to explain the Site Plan Review of property owned by FST 412 Fairhope, LLC. Located at the 412 Fairhope Avenue, Fairhope, Alabama for a proposed a 3-Unit Multiple-Occupancy Project. The subject property is zoned B-2 Central Business District and is approximately 0.07 acres.

23 May 2022

The property is located on the southern side of Fairhope Avenue and lies east of Section Street. PPIN Number: 15148. Mr. Simmons met with the Brian Britt, Ryan Baker, Larry Smith, Public Works Director Richard Johnson, and City Horticulturist Jamie Rollins to look at options. The new plan proposes five new tree wells, install new trees at their expense as well as the removal of existing tree and replanting a new tree. Staff has reviewed the proposed plan and believes this option provides a benefit to the public. It should be emphasized that the proposed solution does not remove public parking spaces, but instead utilizes the unused space within existing spaces.

Councilmember Burrell moved to approve the Site Plan property owned by FST 412 Fairhope, LLC listed above subject to the two Staff recommendations: Final location of the tree wells, as well as construction plans, shall be reviewed by Public Works Department; and sidewalk in front of building shall be pavers and not brick stamped concrete. Pavers will be approved by the City and installed/repared by developer. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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 a Ten (10) Ton R-410 Packaged Heat Pump from Trane U.S. for the Rotary Youth Center; and the equipment is available for direct procurement through the purchasing cooperative Omnia Partners (Contract #USC 15-JLP-023) therefore does not have to be let out for bid. The total cost not-to-exceed \$9,056.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4457-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the procurement of a Ten (10) Ton R-410 Packaged Heat Pump from Trane U.S. d/b/a Trane for the Rotary Youth Center; and the equipment is available for direct procurement through the purchasing cooperative Omnia Partners (Contract #USC 15-JLP-023) and therefore does not have to be let out for bid. The procurement was originally approved in the general maintenance budget for the Rotary Youth Center for \$8,000.00, the price has since increased. The total cost not-to-exceed \$9,056.00.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 May 2022

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 one (1) 400A, 208V, 3-Phase 4-Wire, 3-Pole Series 300 Automatic Transfer Switch in NEMA3R Enclosure for City Hall from Gen-Co, Inc.; and authorizes procurement based on Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$6,005.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4458-22

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 one (1) 400A, 208V, 3-Phase 4-Wire, 3-Pole Series 300 Automatic Transfer Switch in NEMA3R Enclosure for City Hall from Gen-Co, Inc.; and authorizes procurement based on automatic transfer switch is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). The total cost not-to-exceed \$6,005.00.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the repairs to the Elgin Whirlwind Street Sweeper for the Public Works Department; the repairs will be provided by Sansom Equipment Company a sole source provider of equipment, parts, and service for the Elgin Whirlwind Street Sweeper in the State of Alabama; and therefore does not have to be let out for bid. The total cost not-to-exceed \$8,751.52. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

23 May 2022

RESOLUTION NO. 4459-22

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

[1] That the City of Fairhope approves the repairs to the Elgin Whirlwind Street Sweeper for the Public Works Department; the repairs will be provided by Sansom Equipment Company a sole source provider of equipment, parts, and service for the Elgin Whirlwind Street Sweeper in the State of Alabama; and therefore does not have to be let out for bid. The total cost not-to-exceed \$8,751.52.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

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 the Annual Contract for Dumpster Service for Screenings from BCC Waste Solutions for the Wastewater Department to include service three (3) times per week for one (1) year, with up to two (2) yearly renewals, for a total cost not-to-exceed \$10,900.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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23 May 2022

RESOLUTION NO. 4460-22

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 an Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant to include service three (3) times per week.

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

BCC	\$900.00 Month/\$100.00 one-time
Republic Services	\$1,382.88 Month 60 day quote only
Waste Pro	\$4,200.00 Month/\$250.00 one-time

[3] After evaluating the RFQs with required specifications, BCC Waste Solutions is now awarded the RFQ for the Annual Contract for Dumpster Service for Screenings at the Wastewater Treatment Plant for one (1) year, with up to two (2) yearly renewals, for a total cost not-to-exceed \$10,900.00.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement and installation of the 16' x 12' Rolling Steel Door for the City of Fairhope Electric Barn to Bailey Door, Inc. for a total cost not-to-exceed \$11,698.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

23 May 2022

RESOLUTION NO. 4461-22

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 for procurement and installation of a 16' x 12' Rolling Steel Door for the City of Fairhope Electric Barn.

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

Bailey Door, Inc.	\$11,698.00
Mobile Bay Overhead Door	\$12,941.00
Door n Gutter Pro	\$15,000.00

[3] After evaluating the quotes with required specifications, Bailey Door, Inc. is now awarded the RFQ for a total cost not-to-exceed \$11,698.00.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

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 Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding between the State of Alabama, acting by and through the Alabama Department of Transportation, 68V Harvest Green East, LLC, and the City of Fairhope regarding a traffic signal and certain roadway improvements to be installed and completed as set forth in the MOU. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

23 May 2022

RESOLUTION NO. 4462-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding between the State of Alabama, acting by and through the Alabama Department of Transportation, 68V Harvest Green East, LLC, and the City of Fairhope regarding a traffic signal and certain roadway improvements to be installed and completed as set forth in the MOU.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Contract between the City of Fairhope and Gulf South Pipeline Company, Inc., for the NNS and NNS-SCO No-Notice Agreement. This agreement shall be effective beginning April 1, 2023 and shall continue in full force and effect through March 31, 2028. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO: 4463-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a Contract between the City of Fairhope and Gulf South Pipeline Company, Inc., for the NNS and NNS-SCO No-Notice Agreement. This agreement shall be effective beginning April 1, 2023 and shall continue in full force and effect through March 31, 2028.

DULY ADOPTED THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 May 2022

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Settlement and Release Agreement between the City of Fairhope and Mediacom Southeast LLC based on the findings from the audit by the City's Consultant for the period starting January 1, 2020 and ending December 31, 2021 in the amount of \$6,072.55. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4464-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute a Settlement and Release Agreement between the City of Fairhope and Mediacom Southeast LLC based on the findings from the audit by the City's Consultant for the period starting January 1, 2020 and ending December 31, 2021 in the amount of \$6,072.55.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

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 Council authorizes Mayor Sullivan to write a letter in support of the Friends of the Fairhope Public Library Impact 100 Grant Application for the Fairhope Public Library to renovate, furnish, and equip the Library's upstairs; and to allow the Fairhope Public Library use of the Library building and property to run the City of Fairhope's Public Library. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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23 May 2022

RESOLUTION NO. 4465-22

WHEREAS, the City Council supports the Friends of the Fairhope Public Library Impact 100 Grant Application for the Fairhope Public Library to renovate, furnish, and equip the Library's upstairs;

WHEREAS, the City Council is desirous to allow the Fairhope Public Library use of the Library building and property to run the City of Fairhope's Public Library.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council authorizes Mayor Sullivan to write a letter in support of the Friends of the Fairhope Public Library Impact 100 Grant Application for the Fairhope Public Library to renovate, furnish, and equip the Library's upstairs; and to allow the Fairhope Public Library use of the Library building and property to run the City of Fairhope's Public Library.

ADOPTED AND APPROVED THIS THE 23RD OF MAY, 2022

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 authorizes submission of a grant application to ADECA for assistance from the Electric Vehicle Infrastructure in the amount of \$200,000.00, or 80% of the total proposed costs to install two DC Fast Chargers at Plantation Pointe Shopping Center; and the 20% match from Alabama Municipal Electric Authority to be held in reserve; and authorizes the Mayor to sign the required grant application documents on behalf of the City. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Councilmember Burrell thanked AMEA; and stated the charging stations are being utilized.

23 May 2022

RESOLUTION NO. 4466-22

WHEREAS, the City of Fairhope proposes to construct an electric vehicle charging site at the intersection of Greeno Road and Fairhope Avenue, Fairhope, Alabama, generally known as Plantation Pointe Shopping Center, to support hurricane evacuation, electric vehicle adoption, and economic development; and

WHEREAS, the City of Fairhope intends to make application to the Alabama Department of Economic and Community Affairs for grant assistance from the Electric Vehicle Infrastructure Grant Program; and

WHEREAS, the total proposed project cost is \$250,000.00. The City of Fairhope is applying for Electric Vehicle Infrastructure Grant assistance in the amount of \$200,000.00, or 80% of the total proposed project costs which will be used to install two DC Fast Chargers at Plantation Pointe Square Shopping Center.

NOW THEREFORE BE IT RESOLVED, that the City of Fairhope will hold in reserve \$50,000.00 cash from Alabama Municipal Electric Authority, or 20% of the proposed project costs for the purpose of matching the Electric Vehicle Infrastructure Grant Program assistance, and

BE IT FURTHER RESOLVED, that Sherry Sullivan in her capacity as Mayor is hereby authorized and directed to submit said application, and undertake all such actions as are necessary to receive said funding assistance, and

BE IT FURTHER RESOLVED, that in the event a grant is awarded, the City of Fairhope understands that it will sign assurances to comply with all applicable Federal and State laws, rules, and regulations.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 May 2022

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to negotiate and execute a Memorandum of Understanding (“MOU”) between the City of Fairhope and A.I. Corte Jr. Family Limited Partnership. The purpose of the MOU is to facilitate placement of two Electric Vehicle Super Charger stations on property owned by A.I. Corte Jr. Family Limited Partnership commonly known as Plantation Pointe Shopping Center. The City will be responsible for the installation, signage, paint markings, maintenance and repair of the subject stations placed on the property. The project is contingent on the approval of a corresponding ADECA Grant funding the EV stations. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4467-22

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to negotiate and execute a Memorandum of Understanding (“MOU”) between the City of Fairhope and A.I. Corte Jr. Family Limited Partnership. The purpose of the MOU is to facilitate placement of two Electric Vehicle Super Charger stations on property owned by A.I. Corte Jr. Family Limited Partnership commonly known as Plantation Pointe Shopping Center. The City will be responsible for the installation, signage, paint markings, maintenance and repair of the subject stations placed on the property. The project is contingent on the approval of a corresponding ADECA Grant funding the EV stations.

ADOPTED ON THIS 23RD DAY OF MAY, 2022

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 authorizes submission of an application to ADECA requesting an FY 2022 Land and Water Conservation Fund (“LWCF”) grant and; authorizes Mayor Sherry Sullivan to sign all required grant application documents on behalf of the City. Total projected costs estimate not-to-exceed \$250,000.00 (50/50 match; City’s estimate not-to-exceed \$125,000.00). Seconded by Councilmember Martin, motion passed unanimously by voice vote.

23 May 2022

RESOLUTION NO. 4468-22

**AUTHORIZING THE SUBMISSION OF A LAND AND WATER
CONSERVATION GRANT APPLICATION TO THE ALABAMA
DEPARTMENT OF ECONOMIC AND COMMUNITY AFFAIRS FOR
CONSTRUCTION OF PARK IMPROVEMENTS AT NORTH BEACH PARK**

WHEREAS, the City of Fairhope proposes to construct park improvements at North Beach Park to provide for the health and well-being of the general public; and

WHEREAS, the City intends to make application to the Alabama Department of Economic and Community Affairs for grant assistance to construct the park improvements from the Land and Water Conservation Fund; and

WHEREAS, the total proposed project cost is estimated not-to-exceed \$250,000.00 and, the City is applying for Land and Water Conservation Fund assistance in the amount not-to-exceed \$125,000.00, or 50%;

NOW, THEREFORE BE IT RESOLVED, that the City of Fairhope will hold in reserve \$125,000.00, or 50% of the total proposed project costs, in cash and in-kind matching funds; and

BE IT FURTHER RESOLVED, that in the event a grant is awarded, the City of Fairhope understands that it will sign assurances to comply with all applicable Federal and State laws, rules and regulations and that the property acquired and/or developed with Land and Water Conservation Fund assistance will be maintained for public outdoor recreation in perpetuity as required by Section 6(f)(3) of the Land and Water Conservation Fund Act of 1965; and

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

DULY ADOPTED THIS 23RD DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 May 2022

Councilmember Martin moved to appoint Jack Graves to the Pedestrian & Bicycle Committee for a three-year term which will expire May 2025. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Councilmember Martin moved to grant the recommendation of the Street & Traffic Control Committee to remove excessive “No Parking” signs at the Public Park/Beach Access on North Mobile Street at Perdido Avenue. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council of the City of Fairhope hereby officially declares an emergency as City of Fairhope’s water line near the Grand Hotel needs immediate attention and needs to be replaced; authorizes Mayor Sherry Sullivan to hire a contractor to assess the damage; and to appropriate money, not to exceed \$63,000.00 to determine what measures to take and to provide labor for making emergency repairs to this critical public facility; and not include materials which will be provided at additional cost to the City. The motion was seconded by Councilmember Boone. Water and Wastewater Superintendent Jason Langley briefly explained the need to declare an emergency and to correctly repair this pipe so it will not happen again. After further discussion, motion passed unanimously by voice vote.

RESOLUTION NO. 4469-22

A RESOLUTION DECLARING AN EMERGENCY

WHEREAS, the City of Fairhope’s water line near the Grand Hotel needs immediate attention due and needs to be replaced; and

WHEREAS, there is a need for the City to solicit informal bids to hire a contractor to assess the damage and determine what measures to take for making emergency repairs to this critical public facility and to provide adequately for the health, safety, and convenience of the employees without delay; and

WHEREAS, the City Council, due to the emergency circumstances requiring immediate action to avoid further damage to property, the City of Fairhope’s water line near the Grand Hotel, is desirous of declaring an “Emergency” pursuant to Code of Alabama 1975, Section 39-2-2(e); so that immediate repairs may be contracted to avoid additional damages via soliciting informal bids for repairs.

Section 39-2-2(e) In case of an emergency affecting public health, safety, or convenience, as declared in writing by the awarding authority, setting forth the nature of the danger to the public health, safety, or convenience which would result from delay, contracts may be let to the extent necessary to meet the emergency without public advertisement. The action and the reasons for the action taken shall immediately be made public by the awarding authority upon request.

23 May 2022

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, WHILE IN REGULAR SESSION ON May 23, 2022, as follows: That the City Council of the City of Fairhope hereby officially declares an emergency as City of Fairhope's water line near the Grand Hotel needs immediate attention and needs to be replaced; authorizes Mayor Sherry Sullivan to hire a contractor to assess the damage; and to appropriate money, not to exceed \$63,000.00 to determine what measures to take and to provide labor for making emergency repairs to this critical public facility; and not include materials which will be provided at additional cost to the City.

ADOPTED AND APPROVED THIS 23RD DAY OF MAY, 2022

Jimmy Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Ken with Boy Scouts of America Troop 47 addressed the City Council and introduced himself. He was there for to earn the Citizenship in the Community Badge.

Councilmember Burrell addressed the City Council and said tonight we approved \$82,000.00 in unbudgeted items. He said if we approve that amount at each meeting, it would be around \$1.97 million. Councilmember Burrell said we need to put contingencies in the budget for these items based on the previous years revenues. Councilmember Burrell said he was in favor of keeping our talent; and mentioned a cost-of-living increase of five percent as being a base line number. Mayor Sullivan mentioned the Compensation Study; and said she asked the Personnel Board to look at it and spot check about 10 jobs. She also stated we need to hold leadership's feet to the fire.

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23 May 2022

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

There being no further business to come before the City Council, the meeting was duly adjourned at 6:58 p.m.

James Reid Conyers, Jr.,
Council President

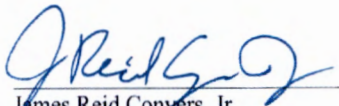
Lisa A. Hanks, MMC
City Clerk

26 May 2022

NOTICE AND CALL OF SPECIAL EMERGENCY MEETING

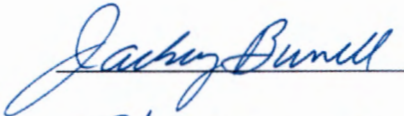
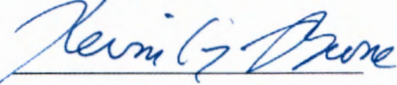
Notice is hereby given of a special meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Thursday, 26 May 2022, at 4:00 p.m., for the purpose to:

- ❖ Declaring the May 26, 2022 Sinkhole on Bancroft Avenue an Emergency Public Works Project; and to approve soliciting informal bids for repairs.


James Reid Conyers, Jr.,
Council President

CONSENT TO HOLDING OF MEETING

The undersigned members of the City Council of the City of Fairhope, Alabama, do hereby acknowledge service of the Notice and Call of Special Meeting hereinabout set forth and do hereby consent to the holding of such meeting as such time in such place for the purpose set forth therein.

Attest:


Lisa A. Hanks, MMC
City Clerk

26 May 2022

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in Special Session at 4:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Thursday, 26 May 2022.

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

There being a quorum present, Council President Conyers called the meeting to order at 4:07 p.m. The invocation was given by Councilmember Kevin Boone and the Pledge of Allegiance was recited. Council President Conyers addressed the City Council and stated the reason for this special called emergency is for the “Sinkhole on Bancroft Avenue.” Prior to voting on the following resolution, Council President Conyers read the main parts of the resolution.

Public Works Director Richard Johnson addressed the City Council and briefly explained what caused the sinkhole and why a minor repair would not suffice. He said the sinkhole is in the South bound lane on Bancroft Avenue; and it was caused by a corrugated pipe failure. Mr. Johnson said the sinkhole’s width is the full lane and is 80 feet in length. He said we need to replace 320 feet of pipe from Oak Street to the gully bottom not just the section that broke. Mr. Johnson commented the City sent out a rough Scope of Work and is waiting on two quotes to come in. He stated Sawgrass was selected by Mayor Sullivan for designing and overseeing the project. The pipe and engineering will cost approximately \$50,000.00. During the meeting, the two quotes were e-mailed to Mr. Johnson: Asphalt Services, Inc.’s quote was \$199,477.50 and Walton’s quote was \$327,200.47. The Scope of Work gave 15 working days for completion of the project.

Jason Overstreet with Overstreet & Associates Consulting Engineers addressed the City Council and explained his quote for the repair which was only for the section that broke: junction box to junction box. Councilmember Burrell questioned how the process was handled prior to the City Council meeting; and stated we need to do this right. Councilmember Robinson questioned informal bids and could anyone still bid. Steve Delahunty with Sawgrass Consulting, LLC addressed the City Council and explained the road and pipe details. Councilmember Burrell said we need to choose today and suggested the following: Sawgrass Consulting, LLC for engineering with a not-to-exceed of \$32,000.00, Foley Products Company for pipe with a not-to-exceed \$18,000.00, and ASI with a not-to-exceed of \$200,000.00.

26 May 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution the City Council of the City of Fairhope hereby officially declares the May 26, 2022 Sinkhole on Bancroft Avenue an Emergency – Public Works Project; and authorizes the Mayor to execute emergency contracts for engineering with Sawgrass Consulting not-to-exceed \$32,000.00, for pipe with Foley Products Company not-to-exceed \$18,000.00; and for general contracting with ASI not-to-exceed \$200,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4470-22

A RESOLUTION DECLARING AN EMERGENCY

WHEREAS, the City of Fairhope has sustained damage from the rain event on May 26, 2022 and Bancroft Avenue now has a large sinkhole with part of the road and curb gone; and

WHEREAS, the City Council, due to the emergency circumstances requiring immediate action to avoid further damage to our infrastructure is desirous on declaring the May 26, 2022 sinkhole on Bancroft Avenue an “Emergency - Public Works Project” pursuant to Code of Alabama 1975, Section 39-2-2(e); so that immediate repairs may be contracted to avoid additional damages to the infrastructure; and

WHEREAS, there is a need for the City to enter into various Public Works contracts to affect the repair of this critical public infrastructure in order to provide adequate health, safety, and convenience of the public without delay; and authorizes the Mayor to execute the necessary contracts for immediate repairs with vendors and engineers.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, WHILE IN SPECIAL-CALLED SESSION ON MAY 26, 2022, as follows: the City Council of the City of Fairhope hereby officially declares the May 26, 2022 Sinkhole on Bancroft Avenue an Emergency – Public Works Project; approves soliciting informal bids for immediate repairs to prevent further damage to our infrastructure for engineering, materials and repairs; and authorizes the Mayor to execute emergency contracts for engineering with Sawgrass Consulting not-to-exceed \$32,000.00, for pipe with Foley Products Company not-to-exceed \$18,000.00; and for general contracting with ASI not-to-exceed \$200,000.00.

ADOPTED AND APPROVED THIS 26TH DAY OF MAY, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

26 May 2022

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

There being no further business to come before the City Council, the meeting was duly adjourned at 4:49 p.m.

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)(
:
COUNTY OF BALDWIN)()

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 23 May 2022.

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

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

The following topics were discussed:

- Lee Parks and Rick Blanton addressed the City Council and presented the City of Fairhope’s Audit. They briefly went over the main points of the audit; and commented they gave an “Unmodified Opinion” which means the financial statements present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the City as of September 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America. Council President Conyers commented the City Staff did a great job with the audit.
- The Update of Grants was next item on the agenda. Special Projects and Grant Manager addressed the City Council and briefly explained the following grants:
 1. EV Infrastructure Grant (80/20 match)
 2. Barricade Grant (200 barricades with no match)
 3. Safe Room Grant, Alert Warning System Grant, and Generators Grant
 4. Sewer Upgrades Grant
 5. RESTORE Act Awards: 20 Generators for Lift Stations and Stormwater Inventory

Water and Wastewater Superintendent Jason Langley stated the original scope would not fit budget, so we reduced the scope to fit the budget. Councilmember Burrell questioned overage and how this would work.

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- Ms. Walker address the City Council and gave an Update on Fairhope Duck Pond Restoration – Improvement of the Park Facilities at the North Beach Park. She briefly discussed the LWCF Grant for the North Beach Park. Mayor Sullivan explained the need for restoration; we are proud of our park. She mentioned speaking with Roberta Swann with Mobile Bay National Estuary Program who suggested this grant for the restoration. Mayor Sullivan stated the grant was due this week.

Councilmember Burrell said he envisioned this to be cleaned up but not wanting to spend \$250,000.00. He mentioned \$142,000.00 could come off this grant. Public Works Director Richard Johnson stated the estimated cost came from the Sourcewell contract from Liberty Bridge that is powdered coated white. Councilmembers did not like the cost of \$250,000.00 and stated this is too quick and brought to Work Session. Councilmember Martin said this needs to be cleaned up. Mayor Sullivan said this will be bid out and could come in less. Councilmember Boone said this is a great idea but the number is too high; and this is not the right time to do it.

Councilmember Burrell suggested \$125,000.00 from the City for a total of \$250,000.00. The consensus of the City Council was to move forward with this suggestion for the grant.

- Discussion of Tennis Courts was presented by Mayor Sullivan. She said the Quail Creek POA is wanting the City to purchase the tennis courts plus the vacant lot next to the courts. The City would take over the courts and turn these into six pickleball courts for an estimated costs of \$125,000.00. The courts would be opened to the public; and if we begin to charge for the use of the courts, an automatic gate would be installed. The consensus of the City Council was to move forward with the negotiations for the property.
- Councilmember Burrell gave an update on the Recreation Board. He mentioned the courts and the land purchase from Quail Creek POA; and putting brick on the visitor side at the football stadium like on the home side. He gave an update on the Airport Authority with discussions for the west side property and they have hired a realtor. Councilmember Burrell commented they are applying for an HMG grant for a storm shelter with cost of an estimated \$1.7 million.
- Councilmember Martin gave a brief update on the Fairhope Environmental Advisory Board. He stated that Jim Horner was still wanting to walk the Triangle Property with Councilmembers.
- Councilmember Burrell gave an update on the Industrial Development Board who discussed boarding facilities for pets during the daytime that is allowed B2 or B3A. They recommended allowing M1 on appeal to the Board of Adjustments and Appeals.

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Council President Conyers briefly went through the Agenda Items and who would explain if needed.

Planning Director Hunter Simmons addressed the City Council regarding the Sign Ordinance. He requested to prepare an amendment that would allow the sign to scale with the building. The consensus of the City Council was to move forward.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:53 p.m.

James Reid Conyers, Jr.,
Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. ____

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

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 B-3a Tourist Resort Lodging District and B-3b Tourist Resort Commercial Service District; and,

WHEREAS, after the appropriate public notice and hearing of ZC 22.03, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

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

1. **THAT**, Article III, Section B. Table 3-1: Use Table, be hereby amended as follows:

Zoning District B-3a shall be amended to allow a Hotel/Motel use permitted only on appeal and subject to special conditions.

Zoning District B-3b shall be amended to allow a Bed & Breakfast use permitted only on appeal and subject to special conditions; and change a Hotel/Motel from a use permitted subject to general ordinance standards and conditions to a use permitted only on appeal and subject to special conditions.

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 13TH DAY OF JUNE, 2022

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

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 13th day of June, 2022

By: _____
Sherry Sullivan, Mayor

**City of Fairhope City
Council**

June 13, 2022



ZC 22.03 Zoning Amendment

The following is a proposed amendment to change and alter the City of Fairhope Zoning Ordinance to revise Table 3-1, Use Table.

The Planning Commission, with a vote of **5 Ayes** and **0 Nays**, recommended the City Council **Approved** of the attached amendments.

Currently, a Bed & Breakfast is allowed 'by-right' in B-3a and prohibited in B-3b. Hotels are allowed 'by-right' in both B-3a and B-3b.

This proposed amendment would make three changes to the use table:

- A Bed & Breakfast in B-3b would be permitted only on appeal and subject to special conditions.
- A Hotel in B-3a would be permitted only on appeal and subject to special conditions.
- A Hotel in B-3b would be permitted only on appeal and subject to special conditions.

The existing and proposed Use Table (Table 3-1) is attached.

Existing

Table 3-1: Use table

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

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

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

Proposed

Table 3-1: Use table

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

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

- Permitted subject to general ordinance standards and conditions.
- Ⓟ Permitted subject to special conditions listed in the ordinance
- Permitted only on appeal and subject to special conditions

RESOLUTION NO. _____

WHEREAS, the Owners of Hermitage Court Subdivision 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 Instrument Number 1964166, 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 Hermitage Court Subdivision, 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 Hermitage Court Subdivision 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 Blue Island 2021, LLC (the “Subdivider”).

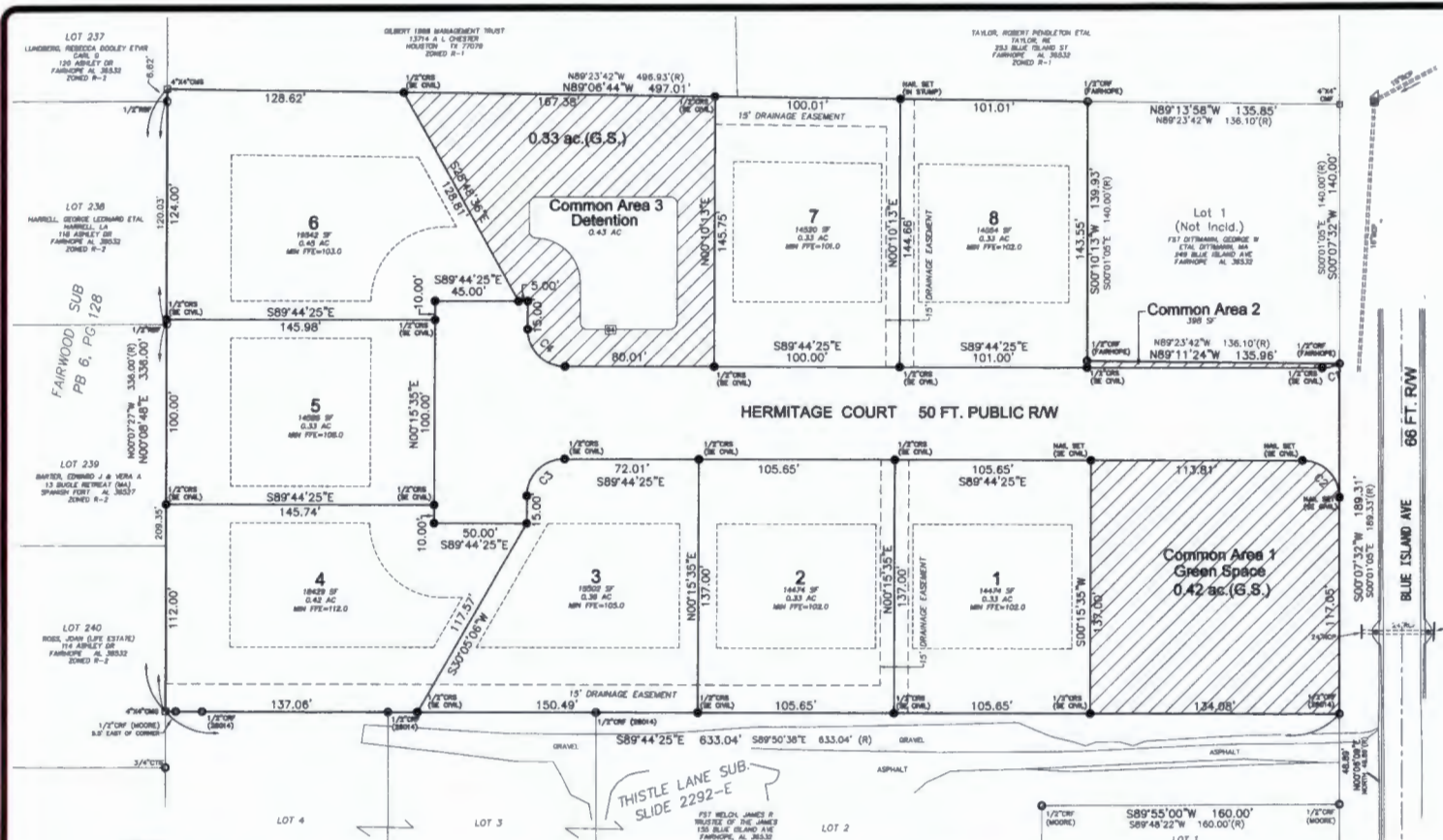
BE IT FURTHER RESOLVED this resolution of acceptance shall not obligate the City of Fairhope to maintain any utility or drainage facilities outside the limits of the right-of-way of the public streets, or any irrigation systems installed within the right-of-way of public streets, whether or not such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

ADOPTED THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

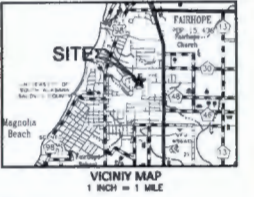
Attest:

Lisa A. Hanks, MMC
City Clerk



SLIDE 000212-C

WINN ST
40 FT. RW



OWNER
FAIRHOPE SINGLE TAX CORP.
330 FAIRHOPE AVE.
FAIRHOPE AL 36532

LESSEE
FBI BLUE ISLAND 2021, LLC
28891 WOODROW LANE, SUITE 300
SPANISH FORT AL 36527

DEVELOPER
68V PAYDIRT, LLC
28891 WOODROW LANE, SUITE 300
SPANISH FORT AL 36527

PARCEL NO.: 05-46-04-17-1-000-060.501

SITE DATA
CURRENT ZONING: P.U.D. (ORD.#1698)
LN. FT. STREETS: 562 LF
NUMBER OF LOTS: 8
MINIMUM LOT: 14,000 SF
SMALLEST LOT: 14,474 SF
LARGEST LOT: 19,542 SF
AVG LOT: 15,760 SF
COMMON AREAS: 0.86 AC
TOTAL AREA: 4.40 AC

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

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

GREEN SPACE DENSITY CALCULATION
4.40 TOTAL GROSS ACRES
-1.08 RIGHT-OF-WAY & DETENTION AREA
=3.32 ACRES
8/3.32 = 2.41 UNITS PER ACRE (G.S. DENSITY)
15% REQUIRED

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

SURVEYOR'S CERTIFICATE
I HEREBY STATE THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

LOT 2, HERMITAGE COURT UNIT ONE, AS SHOWN BY MAP OR PLAN THEREOF RECORDED AT SLIDE 1092-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

DAVID E DEAL, AL P.L.S. NO. 2601-A DATE 11-12-2021

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL

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

BOUNDARY & SUBDIVISION

68V PAYDIRT, LLC

**S.E. Civil
Engineering
& Surveying**

DRAWN: RDC
CHECKED: DEB
PROJECT: 20180819
FILE: 20180819-PLD3
SHEET: 1 OF 4

LEGEND:

- B.S.L. = BUILDING SETBACK LINE
- (A & R) = ACTUAL & RECORDED BEARING/DISTANCE
- (D) = RECORD BEARING/DISTANCE
- = CAPPED REBAR SET (SEE CIVIL-CAT1817.3)
- = CONCRETE MONUMENT SET
- = CAPPED REBAR FOUND
- = CRIMP TOP IRON FOUND
- = CONCRETE MONUMENT FOUND
- = OPEN END PIPE FOUND
- = CHAIN LINK FENCE
- = POST & RIBB FENCE
- = WOOD FENCE
- = OVERHEAD POWER LINE
- = WATER MAIN
- = GAS MAIN
- = FIRE HYDRANT
- = POWER HOLE
- = GUY WIRE ANCHOR
- = GAS VALVE

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE (OWNER):
I, THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE, HEREBY APPROVE THE REBAR PLAN FOR THE RECORDS OF THE CITY OF FAIRHOPE, ALABAMA, AND THE RECORDS OF THE CITY OF BALDWIN COUNTY, ALABAMA, THIS 12th DAY OF DECEMBER, 2021.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (WATER):
I, THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE, HEREBY APPROVE THE REBAR PLAN FOR THE RECORDS OF THE CITY OF FAIRHOPE, ALABAMA, AND THE RECORDS OF THE CITY OF BALDWIN COUNTY, ALABAMA, THIS 12th DAY OF DECEMBER, 2021.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE UTILITIES (ELECTRIC):
I, THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE, HEREBY APPROVE THE REBAR PLAN FOR THE RECORDS OF THE CITY OF FAIRHOPE, ALABAMA, AND THE RECORDS OF THE CITY OF BALDWIN COUNTY, ALABAMA, THIS 12th DAY OF DECEMBER, 2021.

CERTIFICATE OF APPROVAL BY AT&T (TELEPHONE):
I, THE UNDERSIGNED, AS AUTHORIZED BY AT&T HEREBY APPROVE THE REBAR PLAN FOR THE RECORDS OF THE CITY OF FAIRHOPE, ALABAMA, AND THE RECORDS OF THE CITY OF BALDWIN COUNTY, ALABAMA, THIS 12th DAY OF DECEMBER, 2021.

SURVEYOR'S NOTES:
1. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INTERESTS THAT AFFECT THE BOUNDARIES OF SAID PROPERTIES.
2. THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUCH INTERESTS.
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6. THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA EFFECTIVE JANUARY 1, 2012.

CERTIFICATE OF OWNERSHIP:
I, THE UNDERSIGNED, AS A CORPORATION, AN ALABAMA CORPORATION, HEREBY STATE THAT WE ARE THE OWNER OF THE LANDS DESCRIBED HEREIN AND HEREBY CERTIFY TO ALL NEIGHBORING OWNERS AND EASEMENT HOLDERS ON THIS DATE TO THE PUBLIC.

CERTIFICATE OF LEASEHOLD OWNERSHIP:
I, THE UNDERSIGNED, AS A CORPORATION, AN ALABAMA CORPORATION, HAVE CHARGED THE LANDS DESCRIBED BY THE REBAR PLAN TO BE SURVEYED, LADY AND PLATED TO BE OWNED AS HEREDITARY COURT RECORDS, BALDWIN COUNTY, ALABAMA, AND HEREBY CERTIFY TO THE USE OF THE PUBLIC.

CERTIFICATE OF NOTARY PUBLIC:
I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT, AND THE SIGNATURES THEREON, WERE SUBSCRIBED BY ME ON THIS DAY, THAT SAID INSTRUMENT IS THE PROPERTY OF THE UNDERSIGNED AND IS BEING RECORDED AS SUCH BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA.

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING DIRECTOR:
I, THE UNDERSIGNED, A PLANNING DIRECTOR IN THE STATE OF ALABAMA, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT, AND THE SIGNATURES THEREON, WERE SUBSCRIBED BY ME ON THIS DAY, THAT SAID INSTRUMENT IS THE PROPERTY OF THE UNDERSIGNED AND IS BEING RECORDED AS SUCH BY ME IN ACCORDANCE WITH THE LAWS OF THE STATE OF ALABAMA.

FLOOD STATEMENT:
PROPERTY LIES IN FLOOD ZONE "X" AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 17030303044L, COMMUNITY NUMBER 010003, PANEL 0844, SUFFIX "G", DATED APRIL 16, 2019.

GREENSPACE MAINTENANCE:
GREENSPACE AREAS AS SHOWN HEREON ARE DESIGNATED AS PUBLIC ACCESS AND USE EASEMENTS. MAINTENANCE OF GREENSPACE AREAS IS THE RESPONSIBILITY OF THE OWNER. THE CITY OF FAIRHOPE, THROUGH THE CITY PROPERTY OWNERS ASSOCIATION AND NOT THE CITY OF FAIRHOPE.

CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE (OWNER):
I, THE UNDERSIGNED, AS AUTHORIZED BY THE CITY OF FAIRHOPE, HEREBY APPROVE THE REBAR PLAN FOR THE RECORDS OF THE CITY OF FAIRHOPE, ALABAMA, AND THE RECORDS OF THE CITY OF BALDWIN COUNTY, ALABAMA, THIS 12th DAY OF DECEMBER, 2021.

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MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER
30140812

The **PRINCIPAL** (Name and address of Contractor as appear in the Construction Contract)
Frank Turner Construction Co., Inc.
10140 Tanner Williams Road
Mobile, AL 36608

The **SURETY** (Name and Principal Place of Business)
Western Surety Company
151 N. Franklin Street
Chicago, IL 60606

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

The **PENAL SUM** of this Bond: Eighty-Two Thousand Seven Hundred Sixty-Two and 72/100
Dollars (\$82, 762.72).

Name and date of the **CONTRACT**: Maintenance and Guaranty Agreement dated
October 20, 2021

The **PROJECT**: Hermitage Court Subdivision

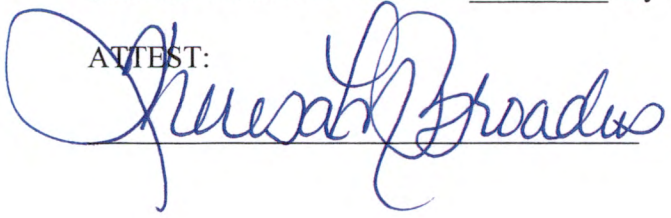
-
1. **WE, THE PRINCIPAL (hereinafter "Contractor") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Contract, which is incorporated herein by reference. If 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.

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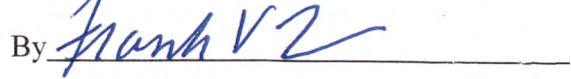
SIGNED AND SEALED this 8th day of April, 2022.

ATTEST:



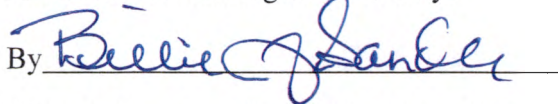
CONTRACTOR as PRINCIPAL:

Frank Turner Construction Co., Inc.

By 

Frank V. Turner, President
Name and Title

Countersigned by
Alabama Resident Agent for Surety:

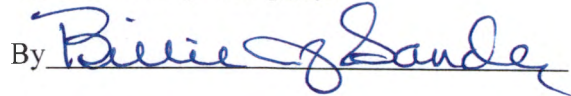
By 

Billie Jo Sanders, AL Resident Agent No. 44278
Name

2601 Bell Road, Montgomery, AL 36117
Address

SURETY:

Western Surety Company

By 

Billie Jo Sanders, Attorney-in-Fact
Name and Title

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Thomas J Gentile, Billie Jo Sanders, Renee Ellis, Paul B Scott Jr., David J Durden, Milton A Kopf III, Joshua Price, Individually

of Montgomery, AL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of January, 2022.



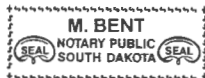
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of January, 2022, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of April, 2022.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

May 9th, 2022

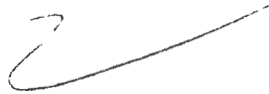
City of Fairhope

RE: Hermitage Court Subdivision Maintenance Bond

To Whom It May Concern:

We, Terracore Development Services, a manager of Blue Island 2021, LLC hereby agree to complete the punch list that Fairhope generates at the end of the maintenance bond period. If there are any questions please let us know.

Best regards,



Nathan Cox, Manager
29891 Woodrow Lane
Suite 300
Spanish Fort, AL 36526

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between Blue Island 2021, LLC (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 Hermitage Court Subdivision (the "Subdivision"), which Subdivision is recorded as Instrument Number 1964166 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 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 \$82,762.72. 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.

Blue Island 2021, LLC

By: _____

Name: Nathan Cox

As Its: Manager

Date: 5/23/22

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As Its Mayor

Date: _____

ATTEST:

, City Clerk

EXHIBIT "A"
The Improvements

HERMITAGE COURT - MAINTENANCE BOND ESTIMATE					
ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST
GRADING & DRAINAGE					
100	15' ROADWAY PIPE (CLASS 3 R.C.)	LF	44	\$ 49.32	\$ 2,170.08
101	18' ROADWAY PIPE (CLASS 3 R.C.)	LF	25	\$ 53.43	\$ 1,335.75
102	24' ROADWAY PIPE (CLASS 3 R.C.)	LF	84	\$ 49.99	\$ 4,199.16
103	30' ROADWAY PIPE (CLASS 3 R.C.)	LF	307	\$ 54.47	\$ 16,722.29
104	36' ROADWAY PIPE (CLASS 3 R.C.)	LF	249	\$ 64.00	\$ 15,936.00
105	42' ROADWAY PIPE (CLASS 3 R.C.)	LF	145	\$ 79.92	\$ 11,588.40
106	48' ROADWAY PIPE (CLASS 3 R.C.)	LF	165	\$ 87.77	\$ 14,482.05
107	LOOSE RIPRAP, CLASS 2 W/ FILTER FABRIC	TON	185	\$ 60.10	\$ 11,118.50
108	15' ROADWAY PIPE END TREATMENT, CLASS 1	EACH	1	\$ 770.00	\$ 770.00
109	24' ROADWAY PIPE END TREATMENT, CLASS 1	EACH	2	\$ 935.00	\$ 1,870.00
110	48' ROADWAY PIPE END TREATMENT, CLASS 1	EACH	1	\$ 1,430.00	\$ 1,430.00
111	JUNCTION BOXES, TYPE 1	EACH	1	\$ 5,961.20	\$ 5,961.20
112	INLETS, TYPE S2 OR S4 (1 WING)	EACH	1	\$ 5,069.65	\$ 5,069.65
113	INLETS, TYPE S1 OR S3 (2 WING)	EACH	3	\$ 4,091.69	\$ 12,275.07
114	DROP INLET (D-6)	EACH	1	\$ 2,114.36	\$ 2,114.36
115	WEIR INLET (8'-12')	EACH	1	\$ 4,640.63	\$ 4,640.63
116	OUTLET CONTROL STRUCTURE	EACH	1	\$ 7,150.00	\$ 7,150.00
117	SEEDING, MULCHING, FERTILIZING	ACRE	1.6	\$ 1,500.00	\$ 2,400.00
118	SOLID SOD	SY	1600	\$ 4.90	\$ 7,200.00
119	BENTONITE (3LB/SF)	SF	4422	\$ 1.82	\$ 8,048.04
120	POND FOUNTAIN	EACH	1	\$ 7,500.00	\$ 7,500.00
121	VIDEO STORM DRAIN	LUMP SUM	1	\$ 6,000.00	\$ 6,000.00
TOTAL GRADING & DRAINAGE:					\$ 149,981.18
ROADWAYS					
200	GRANULAR BASE SECTION B21 6" COMPACTED THICKNESS (TWO 4 INCH LIFTS)	SY	1642	\$ 5.60	\$ 9,195.20
201	BITUMINOUS TREATMENT A	SY	1242	\$ 2.00	\$ 2,484.00
202	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	SY	1243	\$ 10.20	\$ 12,678.60
203	CONCRETE SIDEWALK, 4" THICK	SY	399	\$ 44.00	\$ 17,556.00
204	COMBINATION CURB & GUTTER, TYPE M-14	LF	1186	\$ 15.40	\$ 18,264.40
205	SPEED LIMIT SIGN WITH POST	EACH	2	\$ 346.91	\$ 693.82
206	STOP SIGN & STREET SIGNS WITH POST	EACH	1	\$ 392.69	\$ 392.69
TOTAL ROADWAY IMPROVEMENTS:					\$ 61,264.71
WATER SYSTEM					
301	6" PVC WATER MAIN	LF	503	\$ 18.74	\$ 9,426.22
302	6" DUCTILE WATER MAIN	LF	40	\$ 42.50	\$ 1,700.00
303	6"X6" M.J. TEE W/MEGALUGS	EACH	1	\$ 418.29	\$ 418.29
304	6" M.J. VALVE W/MEGALUGS	EACH	1	\$ 790.20	\$ 790.20
305	6" M.J. PLUG W/ MEGALUGS	EACH	1	\$ 195.14	\$ 195.14
306	6" M.J. 45 BEND	EACH	4	\$ 350.50	\$ 1,402.00
307	WATER SERVICE	EACH	11	\$ 931.30	\$ 10,244.30
308	FIRE HYDRANT ASSEMBLY (INCL. TEE, VALVE & HYDRANT)	EACH	2	\$ 3,004.95	\$ 6,009.90
309	6" PVC SLEEVES	LF	90	\$ 30.00	\$ 2,700.00
TOTAL WATER SYSTEM IMPROVEMENTS:					\$ 32,886.05
SEWER SYSTEM					
401	SEWER LATERAL (LOW PRESSURE)	EA	8	\$ 1,300.11	\$ 10,400.88
402	3' SEWER FORCE MAIN	LF	950	\$ 17.34	\$ 16,473.00
403	3" M.J. 90 DEGREE BEND	EA	1	\$ 382.25	\$ 382.25
404	3" M.J. 45 DEGREE BEND	EA	2	\$ 454.25	\$ 908.50
405	FLUSHING STATION	EA	1	\$ 3,579.15	\$ 3,579.15
TOTAL SEWER SYSTEM IMPROVEMENTS:					\$ 31,743.78
GRAND TOTAL:					\$ 275,875.72
TOTAL MAINTENANCE BOND ESTIMATE- 2 YEARS @ 30%:					\$ 82,762.72

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that City Council approves the selection by Mayor Sherry Sullivan for RFQ PS014-22 Professional Engineering Services to Christian Preus Landscape Architecture, PLLC for Fairhope Clock Plaza, and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk




ZAH

MEMO

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

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

Date: May 19, 2022

Re: **RFQ PS014-22 Professional Engineering Services for Fairhope Clock Plaza**

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Superintendent of the Public Works Department, Richard Johnson, is requesting the hiring of a professional engineer for **RFQ PS014-22 Professional Engineering Services for Fairhope Clock Plaza.**

The work to be performed is for design development, construction documents, bidding phase, and construction administration.

Mayor Sullivan was provided a list of firms to select from for the work, and chose Christian Preus Landscape Architecture, PLLC to perform the professional service.

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS014-22 Professional Engineering Services for Fairhope Clock Plaza and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

Enclosure

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Cc: file; Richard Johnson

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer
From: Erin Wolfe
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: May 4, 2022

Council Members:

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

Re: RFQ PS014-22 Professional Engineering Services for Fairhope Clock Plaza

Lisa A. Hanks, MMC
City Clerk

The Superintendent of the Public Works Department, Richard Johnson, is requesting the hiring of a professional engineer for RFQ PS014-22 Professional Engineering Services for Fairhope Clock Plaza.

Kimberly Creech
Treasurer

Per our Procedure for Procuring Professional Services, Richard Johnson and I are providing firms for the Mayor to select from for the work.

The work to be performed is for design development, construction documents, bidding phase, and construction administration.

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

The short list is:

- Christian Preus Christian Preus Landscape Architecture, PLLC
- _____ Constantine Engineering, Inc.
- _____ Kimley-Horn
- _____ None. Submit another list

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

Cc: file, Richard Johnson, Mayor Sherry Sullivan

251-928-2136 (p)

INTERGOVERNMENTAL SERVICE AGREEMENT

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

RECITALS

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

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

Whereas, County and City acknowledge and agree that the County currently maintains Blueberry Lane from Gayfer Road Extension to the north approximately 1,330 feet as a twelve (12) foot wide single lane road, as identified and depicted on *Exhibit A* hereto; and

Whereas, the City has requested that Blueberry Lane from Gayfer Road Extension to the north approximately 1,330 feet be widened from a twelve (12) foot wide single lane road to an eighteen (18) foot wide two-lane paved road; and

Whereas, the City has requested that the County extend Blueberry Lane an additional 300 feet beyond the current end of County maintenance as an eighteen (18) foot wide two-lane paved road; and

Whereas, the County agrees to utilize County Forces to perform all work to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane road, pursuant to the terms and conditions herein; and

Whereas, the County agrees to fund all labor and equipment costs to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane paved road; and

Whereas, the City agrees to remit to the County any and all actual costs for materials to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane paved road; and

Whereas, the County and City wish to enter into this Agreement to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane paved road.

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

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane paved road; and establish the City's responsibility for the maintenance of Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet after the project is constructed.
3. **County Remains Owner of Right-of-Way until Completion of the Project:** The County, at all times including during the effective term of this Agreement, shall retain exclusive responsibility for and control over Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet. The City shall obtain no rights, responsibilities or control over Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet as a result of the duties and/or obligations contained anywhere herein during the effective term of this Agreement. Upon completion of the project by the County, and receipt of Quitclaim Deeds from the County to the City, exclusive responsibility for and control over Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet will transfer from the County to the City.
4. **Maintenance:** Upon completion of the Project and receipt of said Quitclaim Deeds, the City shall retain exclusive maintenance responsibilities for Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet.
5. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
6. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to, the costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
7. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
8. **Term:** The term of this Agreement shall be for the earlier of twenty-four (24) months from its effective date or completion of the Project and receipt of said Quitclaim Deeds. Provided, however, that the City's obligation to accept and retain exclusive responsibility for and control over Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet shall survive and remain valid after the expiration of this Agreement.
9. **Services to be Performed by County**

- A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to this Agreement.
- B. Utilize County forces to perform all work to widen and resurface Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet to an eighteen (18) foot wide two-lane road.
- C. Coordinate utility relocations, if any, for the Project.
- D. Remit invoice to the City for actual cost of materials upon completion of the Project.
- E. Prepare and execute a Quitclaim Deed to the City conveying all rights, title and interest to any right-of-way for Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet.

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

- A. Promptly remit payment within thirty (30) days of receipt of invoice for all actual material costs incurred by the County.
- B. Upon receipt of Quitclaim deeds, take all necessary actions to take over ownership and maintenance of Blueberry Lane from Gayfer Road Extension to the north approximately 1,630 feet, including, but not limited to, the passage of ordinances or resolutions accepting maintenance and annexation of said right-of-way.

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

To City:	City of Fairhope P.O. Drawer 429 Fairhope, Alabama 36533
----------	--

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

12. **Indemnity:** To the fullest extent allowed by law, City shall indemnify, defend and hold the County and its Commissioners, departments, department heads, affiliates,

employees, agents, and representatives (collectively referred to in this section as “County”) harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys’ fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, as a result of or in any manner related to the work or services performed by the County and City pursuant to this Agreement or in any way related to the work or services performed by the County or City pursuant to this Agreement, excluding those which arise from an alleged injury to a County employee. This indemnification provision shall survive the expiration or termination of this Agreement.

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

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

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

13. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
14. **Both Parties Contributed Equally to the Agreement:** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.

15. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
16. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
17. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.
18. **Amendment:** This Agreement may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.

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

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: _____ /
James E. Ball /Date
Chairman

_____/_____
RONALD J. CINK / Date
Budget Director

State of Alabama)
County of Baldwin)

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

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public
My Commission Expires: _____

CITY:
THE CITY OF FAIRHOPE

ATTEST:

BY: _____ / _____ / _____
SHERRY SULLIVAN /Date LISA A. HANKS /Date
Mayor City Clerk

State of Alabama)
County of Baldwin)

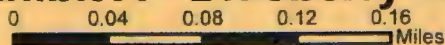
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Sherry Sullivan, whose name as Mayor of the City of Fairhope, and Lisa A. Hanks, whose name as City Clerk of the City of Fairhope, are signed to the foregoing instrument and who are known to me, acknowledged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

Given under my hand and official seal, this the ____ day of _____, 2022.

Notary Public
My Commission Expires: _____



Baldwin County Highway Department Exhibit A - Blueberry Lane



Baldwin County Highway Department Estimate Sheet

DATE	12/14/2021	Area: 200			
REQUESTED BY:	JOEY NUNNALLY	SPONSORED BY:			
LOCATION	BLUEBERRY LANE IN FAIRHOPE	LENGTH	WIDTH		
		1250 FT	6 FT		
Scope of Work:	WIDENING EXISTING ASPHALT 6 FT. & RESURFACING				
ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT COST	SUBTOTAL
1	EQUIPMENT - AREA 200				
EQ # 01656	GRADER	HOURS	50	\$ 80.43	\$ 4,021.50
EQ # 00889	TRACKHOE	HOURS	90	\$ 264.64	\$ 23,817.60
EQ # 95400	CREW CAB TRUCK	HOURS	18	\$ 28.55	\$ 513.90
EQ # 24690	DUMP TRUCK TRI-AXLE	HOURS	100	\$ 91.65	\$ 9,165.00
EQ # 00829	LOADER	HOURS	30	\$ 116.12	\$ 3,483.60
EQ # 00340	ROLLER	HOURS	8	\$ 38.72	\$ 309.76
EQ # 61372	LOWBOY TRUCK/TRAILER	HOURS	4	\$ 52.98	\$ 211.92
EQ # 00581	VIB ROLLER	HOURS	8	\$ 26.90	\$ 215.20
EQ # 00692	FUEL TRUCK	HOURS	4	\$ 52.73	\$ 210.92
	PICK UP TRUCKS	MILES	150	\$ 0.56	\$ 84.00
	SUBTOTAL				\$ 42,033.40
	EQUIPMENT - TRAFFIC OPERATIONS				
EQ # 00108	2020 Caterpillar AP355F Paver	HOURS	20	\$ 96.52	\$ 1,930.40
EQ # 00349	Tandem Vibratory Compactor	HOURS	20	\$ 45.00	\$ 900.00
EQ # 03454	Truck Tractor W/Trailer Mack CHU613	HOURS	2	\$ 71.60	\$ 143.20
EQ # 51482	2020 Ford Super Duty F 550	HOURS	4	\$ 35.00	\$ 140.00
EQ # 03184	Compact Track Loader with Milling Head	HOURS	4	\$ 37.00	\$ 148.00
EQ # 69747	F 450 Crew Cab	HOURS	4	\$ 35.00	\$ 140.00
EQ # 11650	Peterbuilt 520 Flatbed Paint Truck	HOURS	5	\$ 83.35	\$ 416.75
EQ # 88891	Distributor Sterling /Entyre L7501	HOURS	4	\$ 65.15	\$ 260.60
EQ # 78571	Sign Truck F550	HOURS	20	\$ 46.38	\$ 927.60
EQ # 73749	2015 Ford F150	MILES	100	\$ 0.56	\$ 56.00
	SUBTOTAL				\$ 5,062.55
	TOTAL EQUIPMENT				\$ 47,095.95
2	LABOR				
Maintenance	MAN HOURS WITH EQUIPMENT	HOURS	312	\$ 30.00	\$ 9,360.00
Area 200	FLAGMAN/GROUND WORKERS	HOURS	120	\$ 30.00	\$ 3,600.00
Traffic Operat.	Man hrs-11Employees(include paving & striping)	HOURS	175	\$ 30.00	\$ 5,250.00
	TOTAL LABOR				\$ 18,210.00
3	MATERIAL - AREA 200				
	LIMESTONE (DELIVERED)	TONS	625	\$ 28.00	\$ 17,500.00
	TOPSOIL	YARDS	150	\$ 1.75	\$ 262.50
	GRASS SEED	LBS	150	\$ 2.00	\$ 300.00
	SURVEY STAKES	BUNDLE	2	\$ 15.00	\$ 30.00
	SUBTOTAL				\$ 18,092.50
	MATERIAL - TRAFFIC OPERATIONS				
	BC-723 1/2 (Delivered)	TONS	285	\$ 58.50	\$ 16,672.50
	424A-341 3/4 (Delivered)	TONS	136	\$ 58.10	\$ 7,901.60
	Tack	GAL	132	\$ 1.95	\$ 257.40
	High Build (Yellow)	GAL	22	\$ 11.00	\$ 242.00
	High Build (White)	GAL	22	\$ 10.20	\$ 224.40
	Type I Glass Spheres	LBS	200	\$ 0.48	\$ 96.00
	Type IV Glass Spheres	LBS	280	\$ 0.90	\$ 252.00
	SUBTOTAL				\$ 25,645.90
	TOTAL MATERIALS				\$ 43,738.40
	TOTAL COST ESTIMATE				\$ 109,044.35

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase two (2) 2022 Ford Police Interceptor AWD Utility or equivalent for the Police Department as School Resource Officer Vehicles; and the type of vehicle needed is on the Alabama State Department of Purchasing Contract Number #T191L and therefore does not have to be let out for bid. The total amount not-to-exceed \$87,135.16.

[2] In addition, the department has received ADECA grant funding of \$24,000.00 and funding from Fairhope Single Tax Colony of \$40,000.00. The remaining amount needed is \$23,135.16.

ADOPTED ON THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/31/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of two (2) 2022 Ford Police Interceptor AWD Utility or equivalent

Project Location: Police Dept-SRO

Presented to City Council: 6/13/2022

Funding Request Sponsor: Stephanie Hollinghead, Chief of Police
Tim Bung, Supervisor Vehicle mechanics

Resolution #: _____
Approved _____
Changed JUN 3 '22 PM 1:07
Rejected STW

Project Cash Requirement Requested:
Cost: \$ 87,135.16

Vendor: Stivers Ford Lincoln

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 Marine-34 Plan/Zone-12 Adult Rec-30

Project will be: Expensed Capitalized XXX Inventoried

Funding Source: Operating Expenses Budgeted Capital Unfunded XXX

Expense Code: 00150-50470
G/L Acct Name: Purchases Vehicles & Equipment

Grant: \$24,000.00 Federal - not to exceed amount ADECA
State
City
\$40,000.00 Local Fairhope Single Tax Colony

Project Budgeted: \$ _____ - \$80,000 received in grant funds
Balance Sheet Item included in projected cash flow

Over (Under) budget amount: \$ 87,135.16

Comments: See attached budget savings \$56,176.60

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant: Kislinn Stone City Treasurer: Kim Creech Mayor: Sherry Sullivan

Purchasing Memo Date: 5/31/2022 Purchasing Memo Date: 5/31/2022 Delivered To Date: 6/3/2022

Request Approved Date: 6/3/2022 Request Approved Date: 6/3/2022 Approved Date: 6/3/2022

Signatures: Kislinn Stone Kim Creech 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: 
Erin Wolfe, Purchasing Manager

Date: May 31, 2022

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval for Procurement of Two (2)
2022 Ford Police Interceptors**

Kimberly Creech
Treasurer

The Chief of Police, Stephanie Hollinghead, is requesting procurement of two (2) 2022 Ford Police Interceptor AWD Utility or equivalent for use as School Resource Officer Vehicles. This purchase should include a Stivers Internal (Slick Top) Light Bar Package, Stivers Perimeter Lighting Package, Spot Lamp on Drivers Side, Rear Dome Lamp, Daytime Running Lights, Dual Universal Gun Rack with Hot Switch Release, Police Sire Harness Kit, Pre-wiring for Grille Lamp, Siren & Speaker, Police Engine Idle, Remote Keyless Entry System, Push Bumper, Noise Suppression Bonds, Class III Trailer Tow Package w/4-pin and 7-pin connections, Dark Car Feature, and Radio Antennae Prewire and Install.

The quote for two (2) Ford Police Interceptors with options is a total of Eighty-Seven Thousand One Hundred Thirty-Five Dollars and Sixteen Cents (\$87,135.16). In addition, the department has received ADECA grant funding of Twenty-Four Thousand Dollars (\$24,000.00) and funding from Fairhope Single Tax Colony of Forty Thousand Dollars. The remaining amount needed is Twenty-Three Thousand One Hundred Thirty-Five Dollars and Sixteen Cents (\$23,135.16). This type of vehicle that is needed is on the State of Alabama Division of Purchasing contract number T191L and therefore does not have to be let out for bid.

NOTES:

See Attached Memo from the Chief of Police and Vendor Quote for details.

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 Two (2) 2022 Ford Police Interceptors or equivalent for a not to exceed budgeted amount \$87,135.16.

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

CC file, Stephanie Hollinghead, Tim Bung, Clint Steadham

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

2022 FORD POLICE INTERCEPTOR AWD UTILITY-T191L

CONTRACT NUMBER: MA999 16000000210 **LINE NUMBER 1** **CONTRACT AMOUNT: \$30,545**
MODEL SERIES **K8A** **Order Code** **500A** **FORD POLICE UTILITY**

POLICE LIGHTING PACKAGES- *Includes Console, Siren, Lightbar, & Controller*

- LB1 STIVERS PREMIUM LIGHT BAR PACKAGE:** \$ 4,340
- (1) Blue/White Valor 51' V-shaped LED Light Bar w/ Left, Right or Full Flood Scene
 Amber Directional SignalMaster Capability, Integrated Vortex Generators for reduced NVH
 Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable
 (1) DynaMax ES, 100-Watt Siren w/ no drill mount
 Gamber Contour Communication Console with Cupholder, Armrest, and Computer Arm,
 Faceplates Included: Radio Make: Radio Model #:
- ST1 STIVERS INTERNAL (SLICK TOP) LIGHT BAR PACKAGE** \$ 3,985
- (2) Blue/Blue SpectraLux Low profile Split Front Headliner LED Light Bar w/ White Flood
 8-Head Blue/Blue/Amber Rear Headliner No Drill Mounted Lightbar w/SignalMaster
 Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable
 (1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount
 Gamber Contour Communication Console with Cupholder, Armrest, and Computer Arm,
 Faceplates Included: Radio Make: **Motorola** Radio Model #: **APX 4500 7/800**
- LB2 STIVERS VALUE LIGHT BAR PACKAGE:** \$ 3,375
- (1) Blue/White 53" Alegiant Linear Low Profile LED Light Bar w/ White Takedown and Alley,
 Amber SignalMaster Directional Capability
 Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 capable
 (1) DynaMax ES, 100-Watt Siren mounted w/ no drill mount
 Universal Low Profile Communication Console with Cupholder and Armrest
 Faceplates Included: Radio Make: Radio Model #:

STROBES & LIGHTING

- SPL Stivers Perimeter Lighting Package:- (16) total elements installed - With 86T** \$ 2,995
- Headlamps: (2) White/Blue LED Strobes, High Beam Wig Wag Function
Grille: (2) Blue 6-head LED strobes Fog Lamps or Front Bumper; (2) Blue 4x3 Fire Ray Flashers,
Side Mirrors:(1) Blue 9-head 180*-wide angle strobe on LH/RH side
Rear Quarter Window Panel: (1) Blue 6-head LED Strobe on LH/RH sides,
Tail Lamps: (2) White/Blue LED Strobes, License Tag; (2) Blue 6-head LED Strobes
- SL1 Stivers Base Lighting Package: (8) total elements installed -With 86T** \$ 1,995
- Four White LED Strobes (1) in Corner of each Headlamp and Tail Lamp Assembly,
 Four Blue Micro Pulse 3-head Ultra LED Strobes (2) In front Grille and (2) by License Tag
 Rear Quarter Window Panel: (1) Blue 3-head LED Strobe on LH/RH sides,

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

STROBES & LIGHTING CONTINUED

LED	4 Corner LED waring Strobes (White, Red, Blue, or Amber) <i>Dual Color Available (White/Red, White/Blue, White/Amber, Red/Blue)</i>	\$ 795	<input type="checkbox"/>
51R	Spot Lamp - Driver Side only - LED Bulb	\$ 395	<input checked="" type="checkbox"/>
51S	Spot Lamp - Driver & Passenger Side - LED Bulb	\$ 620	<input type="checkbox"/>
FFL	4x3" Fire Ray Fog Lamp Flasher LH/RH (<i>Blue, Red, White, or Split Color</i>)	\$ 625	<input type="checkbox"/>
86T	Tail Lamp Police Housing	\$ 60	<input type="checkbox"/>
17T	Rear Dome Lamp-Red/White in Cargo area	\$ 50	<input checked="" type="checkbox"/>
942	Daytime Running Lights	\$ 45	<input checked="" type="checkbox"/>

CONSOLE & WIRING

WCN	Gamber Full Console with Cupholder, Armrest, and "Mongoose" Computer Arm, <i>Faceplates Included: <u>Radio Make:</u> <u>Radio Model #:</u></i>	\$ 975	<input type="checkbox"/>
CON	Gamber Universal Low Profile Console with Cupholder and Armrest <i>Faceplates Included: <u>Radio Make:</u> <u>Radio Model #:</u></i>	\$ 775	<input type="checkbox"/>
PF2	Pathfinder Siren Controller w/ Multi-function, 4-position Switch, 100/200W, OBD2 ca	\$ 945	<input type="checkbox"/>
FS6	PF200 Series Handheld Controller, 100/200W, OBD2 capable	\$ 985	<input type="checkbox"/>
FLS	Free Standing Rigid Computer Mount, Passenger Seat frame with Universal Cradle	\$ 825	<input type="checkbox"/>
GUN	Dual Universal Gun Rack with Hot Switch Release- F FLOOR	\$ 795	<input checked="" type="checkbox"/>
67V	<u>Police Wire Harness Connector Kit</u> <u>Front:</u> - Includes: (2) Male 4-pin connectors for siren; (5) Female 4-pin for lighting/siren/speaker ; (1) 4-pin IP connector for speakers; (1) 4-pin IP connector for siren controller connectivity; (1) 8-pin sealed connector; and (1) 14-pin IP connector <u>Rear</u> - Includes: (1) 2-pin connector for rear lighting; (1) 2-pin connector; (6) Female 4-pin connectors; (6) Male 4-pin connectors; and (1) 10-pin connector	\$ 185	<input checked="" type="checkbox"/>
85R	Rear Console Plate (between front & rear seats)	\$ 45	<input type="checkbox"/>
CND	(2) 1" Conduits-Console to Rear Hatch through prisoner area Includes (85R)	\$ 185	<input type="checkbox"/>
60A	Pre-Wiring for Grille Lamp, Siren & Speaker	\$ 50	<input checked="" type="checkbox"/>
THR	1000 Watt Inverter/ dual 110v outlets	\$ 575	<input checked="" type="checkbox"/>

PRISONER CONTAINMENT & K9

PK1	Partition w/ Kick Plate - between Front & Rear Seat	\$ 885	<input type="checkbox"/>
PK2	Rear Cargo Cage - Mesh	\$ 820	<input type="checkbox"/>
PK3	Rear Partition w/ Prisoner Plastic Rear Bio Seat and OS Safety Belts	\$ 1,485	<input type="checkbox"/>
RDA	Rear Window Barriers and Polymer TPO Door Covers - 2nd row only	\$ 425	<input type="checkbox"/>
K9A	K9 Containment System-Full 2nd Row Occupancy	\$ 3,900	<input type="checkbox"/>
K9U	Ultimate K9 package 2/3rds Kennel with 1/3rd prisoner compartment Includes: Rear storage Drawers, K9 Bailout, Cooling Fan, Officer Pager, and Monitor System	\$ 6,200	<input type="checkbox"/>

STIVERS FORD LINCOLN
4000 EASTERN BLVD
MONTGOMERY, AL 36116

OFFICER SAFETY OPTIONS

18D	Global Lock/Unlock- all doors and liftgate simultaneously	\$	-	<input type="checkbox"/>
19V	Rear Camera On Demand-driver enabled rear camera on demand	\$	230	<input type="checkbox"/>
52P	Hidden Door Lock Plunger W/ Rear Door Inoperable (locks, handles and windows)	\$	160	<input type="checkbox"/>
68G	Rear Door Handle & Locks Inoperable	\$	75	<input type="checkbox"/>
63V	Cargo Storage Locking Vault - Rear (Drivers Side)	\$	245	<input type="checkbox"/>
68B	<u>Police Perimeter Alert:</u> 270 degree detection arch from sides to rear of car. If movement is determined to be a threat, chime will sound at Level 1. Doors will lock and windows automatically roll up at level 2. Includes visual display in instrument cluster with tracking	\$	675	<input type="checkbox"/>
47A	Police Engine idle-Allows key to be removed from ignition while the vehicle is idling	\$	260	<input checked="" type="checkbox"/>
87R	Rear Camera Display in Rear View Mirror	\$	-	<input type="checkbox"/>
76R	Reverse Sensing	\$	275	<input type="checkbox"/>
55F	Remote Keyless Entry System (not available with keyed alike) 4 Keys	\$	340	<input checked="" type="checkbox"/>

PUSH BUMPER & PIT BARS

PB1	Push Bumper -W (2) 6-Head Single Color Side maker Strobes	\$	875	<input checked="" type="checkbox"/>
PB2	Push Bumper & Pit Bars -W (2) 6-Head Single Color Side maker Strobes	\$	1,350	<input type="checkbox"/>
PB3	Push Bumper, Pit Bars, and Headlamp Loops -W (2) 6-Head Single Color Front Strobes	\$	1,800	<input type="checkbox"/>
FLD	30" High Intensity LED Lightbar -bumper or brush guard mounted	\$	675	<input type="checkbox"/>
ESC	Siren Speaker - 100 watt (mounted inside Grille w/ bracket)	\$	395	<input type="checkbox"/>
RMB	Rumbler Dual Speaker Deep Tone Siren and Amplifier	\$	975	<input type="checkbox"/>

ADDITIONAL OPTIONS

17A	Aux. Air Conditioning - Ideal for K9 Units or Heavily Dressed SWAT Members	\$	610	<input type="checkbox"/>
60R	Noise Suppression Bonds	\$	100	<input checked="" type="checkbox"/>
153	Front License Plate Bracket		NC	<input type="checkbox"/>
76D	Underbody Deflector Plate: Engine and Transmission	\$	335	<input type="checkbox"/>
52T	Class III trailer Tow Package w/ 4-pin and 7-pin connections	\$	80	<input checked="" type="checkbox"/>
65L	Wheel Covers (18 in. Full Face Wheel Covers)	\$	60	<input type="checkbox"/>
64E	Painted Aluminum Wheel (18 in.)	\$	475	<input type="checkbox"/>
59X	Keyed Alike-1435x; 1284x; 0135x; 0576x; 1111x; 1294 or 0151x	\$	50	<input type="checkbox"/>
55B	BLIS-Blind Spot Monitoring w/ Cross Traffic Alert	\$	545	<input type="checkbox"/>
549	Mirrors-Heated Sideview Mirrors	\$	60	<input type="checkbox"/>
19k	H8 AGM Battery-(900 CCA/92-AMP)	\$	110	<input type="checkbox"/>
16D	Police Interceptor Badge Delete	\$	-	<input type="checkbox"/>
43D	Dark Car Feature-Courtesy Lamps disabled when any door is open	\$	25	<input checked="" type="checkbox"/>

RADAR & RADIO

S2R	Stalker 2 Dual Radar- with wireless remote	\$	2,450	<input type="checkbox"/>
PT3	MPH Python III Dual Radar with cabled remote	\$	1,915	<input type="checkbox"/>
RAP	Radio Antennae prewire and install (Customer Supplied Radio)	\$	130	<input checked="" type="checkbox"/>

STIVERS FORD LINCOLN
 4000 EASTERN BLVD
 MONTGOMERY, AL 36116

ENGINE OPTIONS

99B	AWD 3.3L V6 Direct-Injection FFV w/10-Speed Automatic Transmission	STANDARD	<input checked="" type="checkbox"/>
99W	AWD 3.3L V6 HYBRID Engine System w/10-Speed Automatic Transmission	3500.00	<input type="checkbox"/>
99C	AWD 3.0L V6 EcoBoost® w/ 10-Speed Automatic Transmission	4200.00	<input type="checkbox"/>

EXTERIOR COLOR & INTERIOR OPTIONS

EXTERIOR COLORS:

YZ	Oxford White	<input type="checkbox"/>	FT	Blue Metallic	<input type="checkbox"/>
UM	Agate Black	<input checked="" type="checkbox"/>	LM	Royal Blue	<input type="checkbox"/>
HG	Smokestone Metallic	<input type="checkbox"/>	LK	Dark Blue	<input type="checkbox"/>
JS	Iconic Silver	<input type="checkbox"/>	YG	Medium Titanium Metallic	<input type="checkbox"/>
BU	Medium Brown Metallic	<input type="checkbox"/>	TN	Silver Gray Metallic	<input type="checkbox"/>
E3	Arizona Beige	<input type="checkbox"/>	UJ	Sterling Gray Metallic	<input type="checkbox"/>
J1	Kodiak Brown Metallic	<input type="checkbox"/>	M7	Carbonized Gray	<input type="checkbox"/>
JL	Dark Toreador Red Metallic	<input type="checkbox"/>	E4	Vermillion Red	<input type="checkbox"/>
LN	Light Blue Metallic	<input type="checkbox"/>			

INTERIOR TRIM / SEATS:

96	Cloth Front Buckets / Vinyl Rear -6-way Power Driver;	Standard	<input checked="" type="checkbox"/>
88F	Cloth Rear - Rear 35/30/35 Cloth	\$ 60	<input type="checkbox"/>
87P	Power Passenger Seat	\$ 325	<input type="checkbox"/>
65U	Interior Upgrade Package -	\$ 390	<input type="checkbox"/>

- 1st and 2nd Row Carpet Floor • Cloth Seats – Rear • Floor Mats, front and rear (carpeted)
- Center Floor Console less shifter w/unique Police Console and Top Plate with 2 cup holders
- Deletes the standard console mounting plate (85D)
- SYNC® 3 – Enhanced Voice Recognition Communications & Entertainment System – AppLink®
- 911 Assist® – 4.2" Color LCD Screen Center-Stack "Smart Display"

DELIVERY: State Contract Provisions for \$1.50 / mile one-way 295.50

Single Drawer Vault \$1,842.08
 Install Cradle Point Antenna

TOTAL PRICE EACH **\$43,567.58**

TERMS:

PAYMENT DUE AT TIME OF DELIVERY

SIGNATURE:

[Handwritten Signature]

DATE:

5/24/22

PURCHASE ORDER NUMBER:

Quantity: 2



CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Stephanie Hollinghead

Date: May 24, 2022

Department: Police

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

QUOTES

	Vendor Name	Vendor Quote
1.	Stivers Ford Lincoln	\$ 87,135.16
2.	Click or tap here to enter text.	\$
3.	Click or tap here to enter text.	\$

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Ford Interceptor Police Vehicles
 2. What is the total cost of the item or service? \$43,567.58 Each – Total \$87,135.16
 3. How many do you need? 2 (Two)
 4. Item or Service Is: New Used Replacement Annual Request
 5. Vendor Name (Lowest Quote): Stivers Ford Lincoln
 6. Vendor Number: 28732
- 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? Yes No Emergency Request
2. If budgeted, what is the budgeted amount?
3. Budget code: 50470 – Capital Purchases Vehicle and Equipment

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



Fairhope Police Department

Stephanie H. Hollinghead
Chief of Police

"On Beautiful Mobile Bay"

107 N. Section St.
Fairhope, AL 36532
(251) 928-2385
Fax (251) 990-0158

DATE: May 20, 2022

TO: Mayor and City Council
City of Fairhope

FROM: Stephanie H. Hollinghead, Chief
Fairhope Police Department

SUBJECT: School Resource Vehicles
Two 2022 Ford Police Interceptor – Vehicles, Equipment, and Installation

Please find attached pricing information from Stivers Ford Lincoln for the purchase of two (2) 2022 Interceptors, along with equipment and installation, to be used as SRO vehicles. The vehicles are listed under Alabama State Law Enforcement contract #T191L, MA999 1600000210. The equipment and installation are also included under the same contract number as miscellaneous parts, options, and accessories. The pricing information is as follows:

ITEM	COST	QUANTITY	TOTAL
2022 Ford Interceptors	\$30,545.00	2	\$61,090.00
Optional Equipment	\$5,257.08	2	\$10,514.16
Lighting Packages	\$7,470.00	2	\$14,940.00
Delivery Fee	\$295.50	2	\$591.00
TOTAL:	\$43,567.58		\$87,135.16

The Fairhope Police Department has procured funded that is specific for the purchase of these police vehicles. These two vehicles will be designated as DARE vehicles for the School Resource Officers and will be equipped to be used as patrol vehicles during the summer. All SRO vehicles are over 100,000 miles with them ranging from 2009 to 2014 models. This purchase will greatly help in continuing to upgrade our fleet while saving money at the same time. The requested funding for the purchase of the two vehicles is as follows:

FUNDING SOURCE	AMOUNT	COST OF VEHICLE	ADDITIONAL FUNDS NEEDED
Fairhope Single Tax Colony	\$40,000.00	\$43,567.58	-\$3,567.58
Grant - Specific for purchase of vehicle	\$24,000.00	\$43,567.58	-\$19,567.58
TOTAL NEEDED:			-\$23,135.16
CAPITAL PURCHASE BUDGET AVAILABLE (50470):			\$56,176.60
TOTAL NEEDED:			-\$23,135.16
REMAINING BUDGET:			\$33,041.44

The Capital Purchase budget category was overbudgeted due to 2021 vehicle purchase having to be carried over into the 2022 budget year. The equipment costs for those vehicles were also carried over, but they were purchased and paid for in 2021; therefore, resulting in an excess of funding explained below:

ITEM	REASON	COST	QTY	TOTAL
2021				
Radars	Carried over, but purchased in 2021	\$1,250.00	3	\$3,750.00
In-Car Camera	Carried over, but purchased in 2021	\$6,330.00	3	\$18,990.00
Mobile Radios	Carried over, but purchased in 2021	\$3,129.80	3	\$9,389.40
Cradle Points	Carried over, but purchased in 2021	\$1,105.00	3	\$3,315.00
Gun Racks	Carried over, but purchased in 2021	\$320.00	3	\$960.00
Vehicles	Expense - Cost More than Budgeted	-\$2,945.40	1	-\$2,945.40
2022				
Ford Explorers	Savings - Cost Less than Budgeted	\$5,582.50	3	\$16,747.50
Radars	Expense - Cost More than Budgeted	-\$41.00	3	-\$123.00
Mobile Radios	Expense - Cost More than Budgeted	-\$249.05	3	-\$747.15
In-Car Camera	Savings - Cost Less than Budgeted	\$50.00	3	\$150.00
Gun Racks	Did Not Purchase - Included in Vehicle	\$320.00	3	\$960.00
Cradle Points	Expense - Cost More than Budgeted	-\$603.25	3	-\$1,809.75
Wrap SRO Vehicles	Money hasn't been used yet	\$5,000.00	2	\$10,000.00
Rear Cargo Mesh	Expense - Omitted in error (part of partition)	-\$820.00	3	-\$2,460.00
REMAINING BUDGET FOR CAPITAL PURCHASES:				\$56,176.60

Please prepare the necessary paperwork for this item to be placed on the next City Council agenda. Let me know if you need additional paperwork or have any questions. Thank you in advance for your help in this matter.

RECEIPTS

Year/Bill	2022 2155352	Payment	Effective Date	02/23/2022
Category	02 Misc Cash Receipts		Entry Date/Time	02/23/2022 16:54
Receipt	2155352		Clerk	ashton.watson
Amount	40,000.00		Department	10900 Revenue
Batch	48111		Source	Web Service
Transaction	102598		GL Eff. Date	02/23/2022
Customer			Posted Date	02/24/2022
Account Identifier			Yr/Per/Dnl	2022 05 1234
Web Transaction? N			Batch Status:	Completed
External Batch	24495		Reversal Status:	Not Reversed Voided? N
Ext. Reference	25154 /645291		Reason	
Comment			Paid By Ref	FAIRHOPE SINGLE TAX CORP

Seq.	Pmt. Method	Check/Card Applied Amount	Deposit	Paid By	Pay Date Clear Date
1	CHECK	00007102	0.00		02/23/2022
		40,000.00			

Line	Charge	Description	Principal Paid	Interest Paid
1	41336	COMMUNITY/SPECIAL PR	40,000.00	0.00

Inst.	Principal Paid	Interest Paid
-------	----------------	---------------

No Installment detail records exist.

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 the roof repair for the Pecan Street Building located at 451 Pecan Avenue to Roof Doctors for the Public Works Department. Three (3) quotes were obtained for this procurement and Roof Doctors provided the lowest quote of \$30,000.00. The total amount not-to-exceed \$30,000.00.

ADOPTED ON THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/31/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Roof Repair on the Pecan Street Building (re-screwing the entire roof & repair damaged materials)

Project Location: Pecan Bldg.

Presented to City Council: 6/13/2022

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

Resolution #: Approved _____

Changed _____

Rejected _____
JUN 5 '22 PM 5:07
Jaw

Project Cash Requirement Requested:
Cost: \$ 30,000.00

Vendor: Roof Doctors

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
Unfunded XXX

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

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

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

Over (Under) budget amount: \$ 30,000.00

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

Comments: _____

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/31/2022

Purchasing Memo Date: 5/31/2022

Delivered To Date: 5/31/2022

Request Approved Date: 5/31/2022

Request Approved Date: 5/31/2022

Approved Date: 5/31/2022

Signatures: [Signature]
Aislinn Stone

[Signature]
Kim Creech

[Signature]
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: 
Erin Wolfe, Purchasing Manager

Date: May 31, 2022

Re: **Green Sheet and City Council Approval of Roof Repair on the Pecan Street Building**

The Assistant Director of Public Works, George Ladd, is requesting repair of the roof on the Pecan Building located at 451 Pecan Avenue, Fairhope, AL 36526.

The roof on the Pecan Street Building was damaged by Hurricane Sally on or about September 15, 2020. The repairs will include re-screwing the entire roof and repairing damaged materials.

Three (3) quotes were obtained for this procurement and Roof Doctors provided the lowest quote of Thirty Thousand Dollars (\$30,000.00).

NOTES:

See Attached Vendor Proposals for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of roof repair for the Pecan Street Building to Roof Doctors for \$30,000.00.

CC file, George Ladd, Richard Johnson, Clint Steadham

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

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



805 River Route • Magnolia Springs, Alabama 36555 • (251) 233-8682 • (251) 943-8682 • Residential & Commercial Roofing

PROPOSAL SUBMITTED TO City of Fairhope		PHONE George 251-259-6675	DATE 4/21/2022
STREET		JOB NAME Pecan St. Building	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for:

Top Section

- Re-screw entire roof (#14) (Oversized Screws)
- Remove & replace pipe flashings
- Replace missing rake flashing
- Clean & haul away all job related debris
- 2 yr workmanship warranty

We Propose hereby to furnish material and labor, complete in accordance with above specifications, for
MAKE CHECKS PAYABLE TO ROOF DOCTOR OF ALABAMA, INC.

the sum of: _____ dollars (\$ 30,000.00).

Payment to be made as follows: Upon Completion

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Lance Carbery
 Note: This proposal may be withdrawn by us if not accepted within _____ days.

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
 Date of Acceptance _____

Signature _____
 Signature _____



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM**

Name: George Ladd

Date: 5/25/2022

Department: Public Works

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

QUOTES

	Vendor Name	Vendor Quote
1.	Roof Doctor	\$ 30,000.00
2.	Thomas Roofing	\$ 32,156.00
3.	Heard Roofing	\$ 49,800

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? Re-screw entire roof and repair Damaged material
2. What is the total cost of the item or service? \$30,000
3. How many do you need? 1
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Roof Doctor
6. Vendor Number: 248

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? Yes No Emergency Request
2. If budgeted, what is the budgeted amount N/A
3. Budget code 003-50473

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

HEARD ROOFING CO.
 717 E. FRANKLIN AVE.
 FOLEY, ALABAMA 36535
 (251) 943-8620 or 747-2852

**Proposal
 and
 Acceptance**

George Ladd @ Fairhope, Ala

PROPOSAL SUBMITTED TO <i>Mr. George Ladd</i>	PHONE <i>251 259 6675</i>	DATE <i>4/30/2022</i>
ADDRESS <i>1411 Pelican St</i>	JOB LOCATION	
CITY, STATE AND ZIP CODE <i>Fairhope Ala</i>	DATE OF REPAIR	JOB PHONE

We hereby submit specifications and estimates for: *Removal of screws + put new one and + re seal + put Tru-seal metal bracket seal around knots + Supply Materials*

332 sq ft of Building fabric + materials

We propose to furnish material and labor, complete in accordance with above specifications for the sum of
 Dollars \$ *49,800* Payment to be made as
1/2 down the bal when the job is complete

All materials furnished to be of standard quality and to be installed in accordance with manufacturer's instructions. Any material or labor not conforming to these specifications shall be rejected and replaced at the contractor's expense. The contractor shall be responsible for obtaining all necessary permits and licenses for this work. The contractor shall maintain liability insurance during the term of this contract.

Signature: *Walter Reed*

Acceptance of Proposal - This contract is made in full satisfaction of the proposal and the contractor shall be bound by its terms. The contractor shall be responsible for obtaining all necessary permits and licenses for this work. The contractor shall maintain liability insurance during the term of this contract.

Signature: _____

Signature: _____



Proposal

Date: April 28, 2022
To: George Ladd
Job: City of Fairhope
From: Lisa Irby

Scope of Work:

Quote 1: Repairs **\$32,156.00**

1. We will fabricate and install 70' of rake where damaged on the building.
2. We will replace all the screws in the roof system with a larger screw. We will add rust inhibitor where there is rust at the screws to help prevent further growth of rust.

Quote 2: Silicone Coating System **\$91,112.00**

1. We will pressure wash roof and prep for coating.
2. We will install American Weatherstar (AWS) 522 Urethane coating to all the laps and penetrations.
3. We will install AWS Silicone 412 at .75 gallons per square to the entire roof system.
4. We will provide a 12-year AWS NDL warranty.

Qualifications:

- If both are performed at the same time the price is \$117,715.00.
- We are not responsible for any leaks due to the pressure washing.
- Water for pressure washing is to be provided by the owner.
- Coatings are considered maintenance and are tax deductible the year installed.
- All materials will be stocked on the roof.
- Thomas Roofing or the manufacturer (American WeatherStar) isn't responsible for condensation due to lack of ventilation. If ventilation has to be added then it will be at no cost to Thomas Roofing or the manufacturer.
- The owner is responsible for an area to stock materials on the ground.

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 surveying services for City Park Lands for the Building Department. A quote was sent to three (3) vendors, two (2) quotes were received for procurement. Smith, Clark & Associates provided the lowest quote of \$9,950.00. The total amount not-to-exceed \$9,950.00.

ADOPTED ON THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/31/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Surveying Services for the Building Department

Project Location: Bldg Dept

Presented to City Council: 6/13/2022

Funding Request Sponsor: Erik Cortinas, Building Department Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 9,950.00

JUN 5 '22 PM 6:07
clw

Vendor: Smith, Clark & Associates

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 XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001130-50290
G/L Acct Name: Professional Services

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

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

Over (Under) budget amount: \$ 9,950.00

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/27/2022

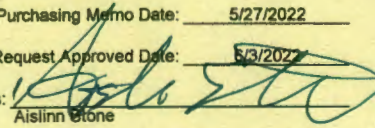
Purchasing Memo Date: 5/27/2022

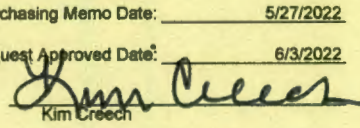
Delivered To Date: 6/3/2022

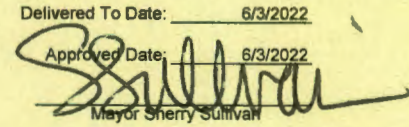
Request Approved Date: 6/3/2022

Request Approved Date: 6/3/2022

Approval Date: 6/3/2022

Signatures: 
Aislinn Stone

Signatures: 
Kim Creech

Signatures: 
Mayor Sherry Sullivan




MEMO

Sherry Sullivan
Mayor

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

Council Members:

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

From: 
Erin Wolfe, Purchasing Manager

Date: May 27, 2022

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval request for procurement of Surveying Services for Beach Avenue and Bay View Avenue**

Kimberly Creech
Treasurer

The Director of the Building Department, Eric Cortinas, is requesting procurement of surveying services. The surveying service would be a boundary and topographical survey of City right of way and a title search for property at Beach Avenue and Bay View Avenue.

A request for quote was sent to three (3) potential vendors, two (2) quotes were received. The quote from Smith, Clark & Associates was the lowest cost for Nine Thousand Nine Hundred Fifty Dollars (\$9,950.00).

NOTES:

See Attached Vendor Quotes for Details

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for the procurement of surveying services for \$9,950.00.

CC file, Eric Cortinas, Clint Steadham

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

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



May 16, 2022

Erik Cortinas
Building Official
City of Fairhope
PO Box 429
Fairhope, AL 36533

RE: Beach Avenue and Bay View Avenue

Dear Erik,

Smith, Clark & Associates is pleased to submit this proposal for surveying services associated with the above referenced project.

PROJECT & SCOPE

Boundary and Topographic Survey of a portion of Beach Avenue and Bay View Avenue as outlined in the attached Aerial Photo (hatched) and a Title Search on the property marked with an "X" in the attached image.

TOTAL FEE: \$9,950

Standard Hourly Rates:

2 Man Survey Crew: \$150.00/hr

Professional Land Surveyor: \$120.00/hr

Survey Technician/CAD Operator: \$80.00/hr

Administrative: \$65.00/hr

SCHEDULE

We currently have a 3-week backlog on starting fieldwork. We will attempt to accommodate a schedule if necessary, otherwise we can start field work approximately 3 weeks of receiving a finalized contract, based on our current workload and excluding weekends.

TERMS AND CONDITIONS

This proposal has been prepared with the express understanding that the selection of our firm to perform professional services is based upon the qualifications, experience, and reputation of the staff at Smith, Clark & Associates, L.L.C. (SC&A). All services are based on our fee schedule available upon request, the figures in this proposal are estimates. In the case that the project will require additional time and exceeding our original estimate you will be notified, and we will request authorization to continue with the project. If authorization to proceed is not granted, we will cease all work and bill for services rendered to date.

AUTHORIZATION

If this proposal meets your approval, please return signed original to this office. Receipt of the executed proposal will serve as our authorization to proceed. If you have any questions, please do not hesitate to contact us.

Sincerely,

Hunter C. Smith, PLS



Viewer Map



30941 Mill Ln. Suite G, Box 258 • Spanish Fort, AL 36527 • (251) 626-0404
hunter@smithclarkllc.com



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM

Name: Erik Cortinas
Department: Building Department

Date: 05/23/2022
Title: Building Official

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

- Vendor Name: 1. Smith Clark and Assoc \$ 9,950.00
2. Woodlands Group \$ 14,900.00
3. SE Civil \$ No quote- 120 days out

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? Boundary and topographical survey of City ROW
2. What is the total cost of the item or service? \$ 9,950.00
3. How many do you need? 1
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Smith Clark and Assoc
6. Vendor Number: 6229
If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov

BUDGET INFORMATION

- 1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount?
3. Budget code: \$ 50,290.00

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

Erik Cortinas

Digitally signed by Erik Cortinas Date: 2022.05.23 10:26:51 -05'00'

Email other supporting documentation to Cory.Pierce@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

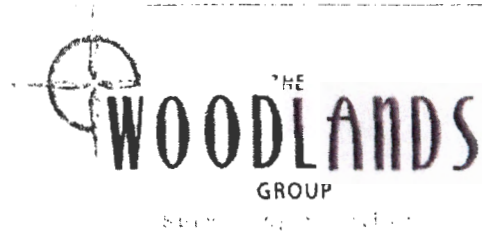
The Woodlands Group LLC

P.O. BOX 213

MONTROSE, AL 36559

251.929.4774

justin@thewoodlandsgroup.org



ADDRESS

22043-AL - CITY OF
FAIRHOPE

ESTIMATE # 21287

DATE 05/18/2022

EXPIRATION DATE 06/18/2022

JOB LOCATION

BAYVIEW, BEACH, GRAND AVE.

CITY, STATE

FAIRHOPE, AL

DATE	ACTIVITY	QTY	PRICE	AMOUNT
04/26/2022	Boundary & Topographic Survey	1	14,900.00	14,900.00

BOUNDARY AND TOPOGRAPHIC SURVEY TO INCLUDE:

FIND/SET ALL RIGHT-OF-WAY CORNERS AND STAKE/FLAG THE PROPERTY LINES ADJACENT TO THE FOLLOWING PARCELS -

- 05-46-03-37-0-005-012.000
- 05-46-03-37-0-005-012.001
- 05-46-03-37-0-002-068.000
- 05-46-03-37-0-002-069.000
- 05-46-03-37-0-002-070.000
- 05-46-03-37-0-005-014.000
- 05-46-03-37-0-005-013.000

PROVIDE A DETAILED TOPO OF EXISTING SITE CONDITIONS AND DRAINAGE FEATURES WITHIN SUBJECT RIGHT-OF-WAY AREAS (TOPO LIMIT MAP WITH HATCHED AREAS ATTACHED)

PROVIDE DETAILED RECORDS RESEARCH TO HELP RESOLVE MAPPING CONFLICTS BETWEEN PROBATE RECORDS AND REVENUE MAPPING TO DETERMINE ACTUAL RIGHT-OF-WAY AREAS AND LOCATIONS FOR GRAND AVE., BEACH AVE., BAY VIEW AVE.

DELIVERABLES: 24"X36" CERTIFIED SURVEY DRAWING IN .PDF AND .DWG FORMATS TO INCLUDE 1' CONTOURS AND SPOT ELEVATIONS TO ACCURATELY DEPICT EXISTING CONDITIONS WITHIN RIGHT-OF-WAY ONLY.

PURCHASE ORDER WILL SERVE AS NOTICE TO PROCEED

DATE

1 1 1

1 1 1

WE WILL BEGIN FIELD WORK WITHIN 10 DAYS OF
RECEIVING PURCHASE ORDER AND FINAL
DELIVERABLES TO BE DELIVERED WITHIN 28 DAYS OF
NOTICE TO PROCEED

50% DEPOSIT REQUIREMENT IS HEREBY WAIVED
(APPROVED BY JRP)

PAYMENT IN FULL IS DUE WHEN SERVICES ARE
RENDERED

TOPOGRAPHY WILL ONLY BE PROVIDED WITHIN THE CITY
RIGHT-OF-WAY.

THANK YOU FOR THE OPPORTUNITY!

TOTAL

\$14,900.00

Accepted By

Accepted Date

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 procurement of scanning solutions services for use in Project 4 for the Planning and Zoning Department; services have been previously negotiated through the National Cooperative Purchasing Alliance (NCPA) Buying Group (Contract 11-26); the cost for additional work will be \$45,098.47; and awards Change Order No. 2 to MCCI, LLC.; (\$5,301.61 will be used from Change Order No. 1 to offset the cost; the total additional funds requested is \$39,796.86.)

ADOPTED ON THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 5/31/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Change order #2 to complete scanning of archive documents for the Planning and Zoning Department

Project Location: Planning Dept

Presented to City Council: 6/13/2022

Funding Request Sponsor: Hunter Simmons, Planning and Zoning Manager

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 39,796.86

Vendor: MCCI, LLC

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

JUN 8 '22 PM 6:05
JW

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 **Plan/Zone-12** Adult Rec-30

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001130-50290
G/L Acct Name: Professional Services

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

Project Budgeted: \$ 40,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (203.14)

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

Comments:

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 5/27/2022

Purchasing Memo Date: 5/27/2022

Delivered To Date: 6/3/2022

Request Approved Date: 6/3/2022

Request Approved Date: 6/3/2022

Approved Date: 6/3/2022

Signatures: Aislinn Stone
Aislinn Stone

Signatures: Kim Creech
Kim Creech

Signatures: Mayor Sherry Sullivan
Mayor Sherry Sullivan




MEMO

Sherry Sullivan
Mayor

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

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

From: 
Erin Wolfe, Purchasing Manager

Lisa A. Hanks, MMC
City Clerk

Date: May 27, 2022

Re: **Green Sheet and City Council Approval request for Document Scanning**

Kimberly Creech
Treasurer

The Planning and Zoning Manager, Hunter Simmons, is requesting to purchase scanning solutions for physical documents/images of Planning Department Plans and Documents.

This would be a change order (attached) to the original agreement and Change Order 01 to complete the services provided by MCCi, LLC. The images to be processed are 184,700 in regular format and 6,200 in large format. The services will include Document Preparation, Scanning and OCR per image; Indexing Fields; Pickup/Delivery; Laserfiche Import Assistance, and SFTP Site Upload.

The unit costs for each service are as follows: Regular Size Image Document Preparation \$0.061 each; Regular Size Image Scanning \$0.086 each; Regular Size Image OCR \$0.010 each; Large Format Image Scanning \$1.783; Large Format Image OCR \$0.01 each; Indexing Fields \$0.193 per Index; Pickup/Delivery \$12.350 per box; Laserfiche Import Assistance \$237.50; and SFTP Site Upload cost is included. These services have been previously negotiated through the NCPA buying group (Contract 11-26). The cost for the additional work will be Forty-Five Thousand Ninety-Eight Dollars and Forty-Seven Cents (\$45,098.47). However, there is Five Thousand Three Hundred One Dollars and Sixty-One Cents from Change Order No. 1 that will be used to offset the cost. The total additional funds requested is Thirty-Nine Thousand Seven Hundred Ninety-Six Dollars and Eighty-Six Cents (\$39,796.86).

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 change order for procurement scanning solutions services for \$39,796.86.

CC file, Hunter Simmons, Erik Cortinas, Clint Steadham

**CHANGE ORDER NUMBER 02
TO THE ORDER DOCUMENT SCANNING SOLUTION**

This is Change Order Number 02 ("CO") to the Order Document Scanning Solution ("Order") dated 07/01/2020 by and between MCCi, LLC ("MCCi") and City of Fairhope ("Client.") MCCi and Client may be referred to individually as a "Party" or collectively as the "Parties". Capitalized terms used and not otherwise defined herein shall have the meaning ascribed to them in the Order.

The Parties desire to amend the Order as follows:

Order Date	Document Title	Summary	Financial Impact
07/01/2020	Document Scanning Solution	Scanning Order: Pricing	\$35,861.87
09/22/2021	Change Order 01	Client has more physical documents/images than estimated on the original order. This CO authorizes the completion of the additional work. Remaining Images to be processed: 7,724 images x \$1.45/per image= \$11,199.80	\$10,639.81
5/16/2022	Change Order 02	Reallocate unused funds of \$5,301.61 from Change Order 01 for use in Project 4. Add Project 4 -See Exhibit A Project 4 estimated total costs = \$45,098.47	\$39,796.86
Total additional funds needed = \$39,796.86			
Cumulative Totals			\$86,298.54

All other terms to the Order remain unchanged.

IN WITNESS WHEREOF, the parties have caused this CO be signed by their respective duly authorized representatives as of the date last written below:

MCCi, LLC

By: _____

Name: _____

Title: _____

Date: _____

CITY OF FAIRHOPE

By: _____

Name: _____

Title: _____

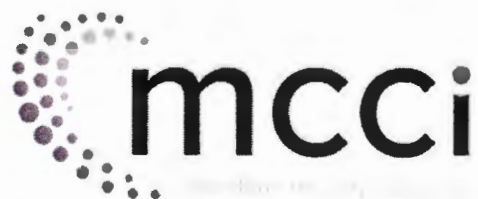
Date: _____

Exhibit A

Scanning Project 4

City of Fairhope

Issued: May 16, 2022
Valid for 30 days



PROJECT SCOPE

General Description

DOCUMENT SIZE	Regular up to 11" x 17", Large Format up to 42" wide
DEPARTMENT	Planning and Development, Building
DOCUMENT TYPES	General Government
DOCUMENT COUNT	6157 Regular, 207 Large Format
IMAGE COUNT	184,700 regular format, 6,200 large format
IMAGES PER DOCUMENT	30 per regular format, 30 per large format

Document Preparation

CURRENT STORAGE METHOD	Boxes, Shelves, Filing Cabinets, Stacks
CONDITIONS OF DOCUMENTS	Some Folded, some Staples

Image Processing & Indexing

DPI & COLOR	300 DPI, Black & White
NUMBER OF INDEX FIELDS	Up to 3 Fields
DOCUMENT NAMING CONVENTION	Case #
FIELDS TO BE INDEXED	Case #, Date, Description
OPTICAL CHARACTER RECOGNITION	Included

Image Output

DELIVERY METHOD	Secure FTP Transfer
OUTPUT TYPE	Laserfiche Briefcase

Material Handling

SHIPPING LOGISTICS	MCCi Pickup
SHIPPING & DELIVERY TERMS	Up to 1 shipment
PHYSICAL DOCUMENTS	Recycle

PRICING



3717 Apalachee Parkway, Suite 201
 Tallahassee, FL 32311
 850.701.0725
 850.564.7496 fax

Client Name: City of Fairhope

Change Order Date: May 13, 2022

Order Type: Change Order 2 to Document Scanning Solution 7/1/2020

<i>Scanning Services Description:</i>	<i>Qty.</i>	<i>Unit Cost</i>	<i>NCPA 11-26</i>	<i>Total</i>
MCCI SCANNING SERVICES				
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 250,000) Doc Prep Per Image	184700	\$0.064	\$0.061	\$11,266.70
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" (< 250,000) Scanning Per Image	184700	\$0.091	\$0.086	\$15,884.20
<input checked="" type="checkbox"/> Regular Size Images up to 11x17" OCR Per Image	184700	\$0.011	\$0.010	\$1,847.00
<input checked="" type="checkbox"/> Large Format up to 42" Wide (< 10,000) Scanning Per Image	6200	\$1.877	\$1.783	\$11,054.60
<input checked="" type="checkbox"/> Large Format up to 42" Wide OCR Per Image	6200	\$0.011	\$0.010	\$62.00
<input checked="" type="checkbox"/> Indexing Fields Per Index (< 25,000)	19090	\$0.203	\$0.193	\$3,684.37
<input checked="" type="checkbox"/> Pickup/Delivery, Per Box (<100)	86	\$13.000	\$12.350	\$1,062.10
<input checked="" type="checkbox"/> Laserfiche Import Assistance	1	\$250.000	\$237.500	\$237.50
<input checked="" type="checkbox"/> SFTP Site Upload	1	Included	Included	Included
Scanning Services Subtotal				\$45,098.47

GRAND TOTAL - SCANNING SERVICES **\$45,098.47**

TOTAL SCANNING PROJECT COST **\$45,098.47**

<input checked="" type="checkbox"/> EXCESS IMAGES RATE - REGULAR SIZE IMAGES UP TO 11x17"	\$0.16
<input checked="" type="checkbox"/> EXCESS IMAGES RATE - LARGE FORMAT UP TO 42" WIDE	\$1.79

RESOLUTION NO. ____

WHEREAS, the City of Fairhope has been made aware that SR-104 western end terminates at US-98; and does not extend to the west between US-98 and Scenic 98 (Greeno Road to Veterans Drive); and

WHEREAS, the Alabama Department of Transportation (ALDOT) does not and never has maintained that section of road which ALDOT refers to as Homestead Avenue; and has requested the City not refer to this section as SR-104; and

WHEREAS, the City of Fairhope, owner of that segment, desires to change the name from Homestead Avenue now labeled State Highway 104, to "Triangle Drive" which is symbolic to the property known as "The Triangle; and

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope accepts and approves the proposed name of "Triangle Drive" which will facilitate the request from ALDOT that the City not refer to this section as SR-104 heading west between US-98 and Scenic 98 and give that road section a name which is symbolic to the property known as "The Triangle."

DULY ADOPTED THIS 13TH DAY OF JUNE, 2022

James 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, That the City Council approves and adopts the recommendations for the Treasury Department Restructuring and Reclassification as follows:

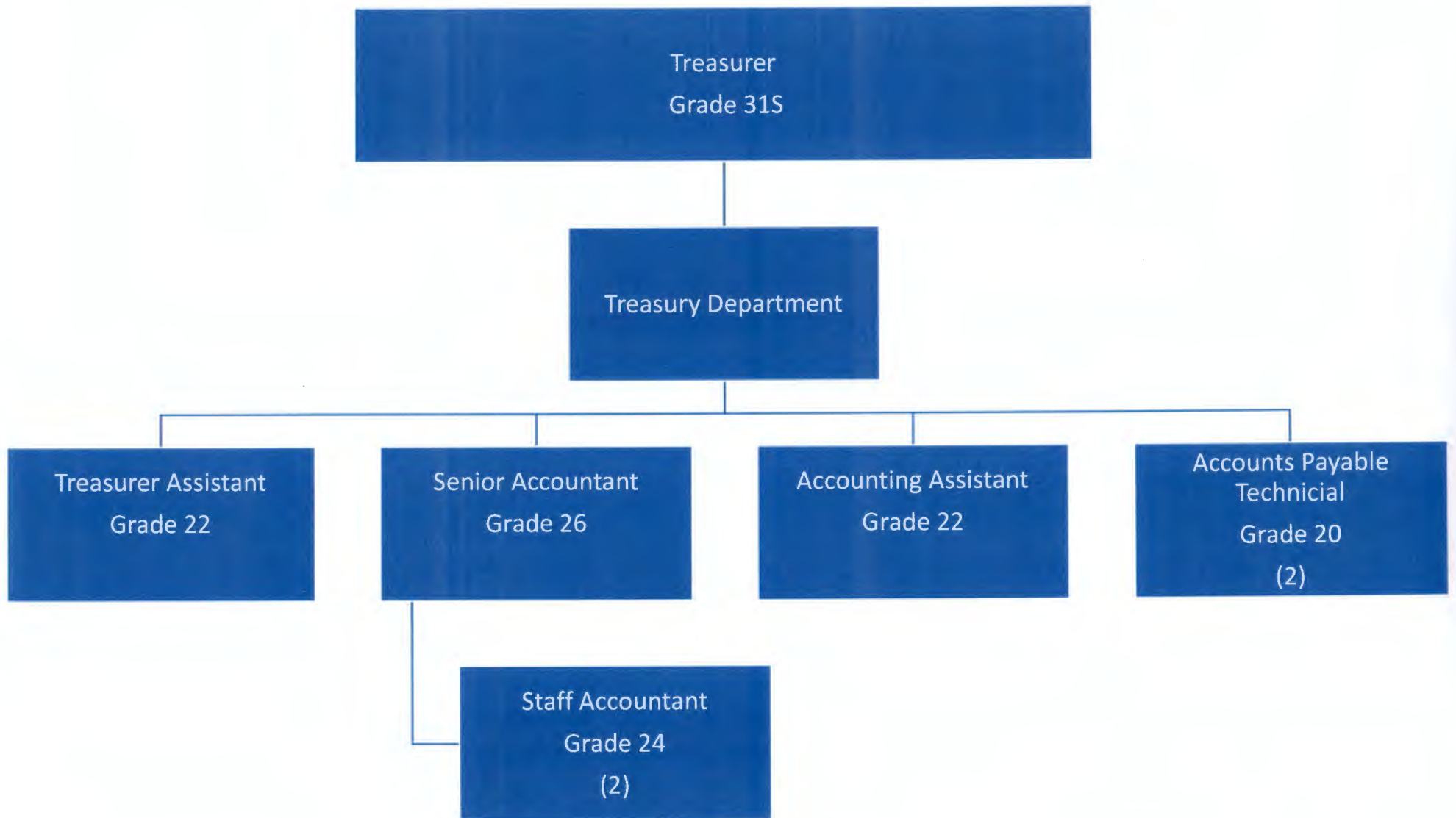
- 1) Reclassify one (1) Treasury Assistant (Grade 22H) to Staff Accountant (Grade 24S); and will report to the City Treasurer; and
- 2) Approve one (1) additional Accounting Assistant (Grade 22H) job position.

ADOPTED THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE

JOB DESCRIPTION

Job Title: Staff Accountant

Department: Treasury

FLSA: Grade: 24S
Safety Sensitive Job: No
Security Sensitive Job: Yes

Job Description Prepared: May 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Senior Accountant

Subordinate Staff: None

Internal Contacts: All Departments

External Contacts: Retirement Systems of Alabama (RSA); Auditors; Banks and Financial Institutions; Alabama Department of Revenue (DOR); Alabama Secretary of State; Alabama Ethics Commission; Government Finance Officers Association (GFOA); Internal Revenue Service (IRS)

Job Summary

The employee serves as the professional accountant for the City of Fairhope. The employee performs accounting functions and procedures in conjunction with the Treasurer and Senior Accountant. Employee contributes to reports, maintains accurate records, processes accounts, establishes value of assets, and ensures established processes and procedures are followed. The accountant assembles and analyzes data for compilation of reports. This is a responsible job with good judgement and knowledgeable approaches being essential. This job is considered security-sensitive and is subject to a pre-employment background check.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation.

ESSENTIAL FUNCTION: Accounting Functions. The employee is employed as a professional accountant to perform financial and accounting duties on behalf of the City of Fairhope.

1. Performs work activities as coordinated and specified by the Treasurer and Senior Accountant.
2. Audits receipts by reviewing the daily cash logs from the Revenue Clerks, the Nix Center, the Golf Course, and the Public Pool.
3. Generates and analyzes monthly internal financial statements for all departments.
4. Collects data and completes E-4 survey, worker's compensation audit, and any other federal- or state-mandated surveys or inquiries.
5. Reviews purchases and coding of items.
6. Posts data, and updates information to accounts.
7. Processes Automated Clearinghouse (ACH) files online.
8. Reconciles additions and deletions of City's assets with insurance billing.
9. Reconciles bank balances to the General Ledger; reconciles accounts to General Ledger balance.
10. Enters and records journal entries and posts to the General Ledger balance.
11. Records corrections to General Ledger, as required.
12. Reviews, verifies and records transfers between departments and funds.
13. Reviews and records monthly interests received on bank statements.
14. Reconciles debt service and reserves related bank account balances as assigned.
15. Assists other departments with budget balances and questions.

ESSENTIAL FUNCTION: Asset Management. Documents and identifies the City's Assets. Establishes value and depreciation.

1. Manages assets and associated records for the City system and services.
2. Maintains assets and asset insurance lists.
3. Reviews and records depreciation entries.
4. Reviews documents associated with all purchases and inventory.
5. Inventories equipment and assets periodically.
6. Establishes and documents depreciation.
7. Conducts research to assist in analyzing financial impacts.
8. Conducts and performs research for valuation information on assets.
9. Assists with adequate insurance coverage.

ESSENTIAL FUNCTION: Fiscal Reporting and Record Keeping. Generates, assembles, and analyzes financial data to aid in sound fiscal practices, and comply with City policies, procedures, and guidelines, and adhere to best practices.

1. Assists the Treasurer and Senior Accountant with reports; provides financial information and data.
2. Assists with reports summarizing employee benefits (e.g., insurance) workman's comp and associated costs.
3. Assists with submitting monthly financial and accounting reports; summarizes monthly expenditures and balances.
4. Assists with the development and submittal of monthly operational reports.
5. Assists with the preparation, reviews and issuing of monthly financial statements.
6. Develops and analyzes reports regarding taxes.
7. Assists with budget preparations for the City; works with Department Heads to define objectives and goals.
8. Assists with all financial statements on behalf of the City; publishes yearly.
9. Prepares necessary documentation for auditors.
10. Serves as a financial resource and source of advice to all departments within the City.

ESSENTIAL FUNCTION: Departmental Operations. Provides assistance and support to aid in efficient and effective operations.

1. Acts as a source of information; responds to citizens and employees' questions and requests in a timely, courteous, and professional manner.
2. Attends conferences, training sessions, and workshops for professional development.
3. Attends meetings to obtain information or assist with the conveyance or dissemination of information.
4. Reviews professional publications and journals to remain current on the principles and practices of governmental accounting.
5. Maintains files and records of the Treasury Department.
6. Provides professional assistance to the Senior Accountant and the Treasurer.

NON-ESSENTIAL FUNCTIONS:

1. Serves as a Notary Public.
2. Performs other job-related duties as required or assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of City rules, regulations, policies, and procedures.
2. *Knowledge of federal, state, and municipal laws, statues, ordinances, regulations, and policies as they apply to finance administration and accounting statutes and laws.
3. Knowledge of Governmental Accounting and Financial Reporting Standards, Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.
4. Knowledge of investment fund management, bond sales, utility accounting, budgeting, municipal debt administration, municipal finance administration, cost accounting principles and practices and investment theory.
5. Knowledge of principles of management and the ability to apply them.
6. Reading skills to comprehend manuals, directives, procedures, and instructions with the ability to understand legal terms and contracts.
7. Verbal skills to communicate effectively with department heads and the board. Ability to make presentations and to effectively communicate in order to provide information, advice, and assistance.
8. Writing skills to clearly and concisely revise, update, and develop policies, procedures, produce technical reports, forms, records, and to prepare financial management policies and procedures.
9. Math skills to perform advanced calculations, prepare/interpret and develop technical reports, interpret financial documents, and to prepare and assess data and projections.
10. Public relation skills to work with general public, state, and federal agencies, and to coordinate with officials in a courteous and helpful manner.
11. Skills to consider multiple sources, options, opportunities, and implications regarding impacts on the city prior to making decisions.
12. Ability to assimilate large amounts of data, related or unrelated, and to analyze, interpret, report research findings, recommendations, and actions on complex financial, governmental, and economic data.
13. Ability to prepare and present accurate and reliable financial and narrative reports.
14. Ability to multi-task, make sound decisions and maintain emotional control and stability while handling stressful and potentially volatile situations.
15. Ability to work effectively with individuals of varying backgrounds, abilities, outlooks, ages, and nationalities and to coordinate and collaborate work to accomplish established goals and projects.
16. Ability to work independently and with little or no supervision to perform work requiring the highest level of detail and accuracy while maintaining highly confidential information.
17. Ability to establish priorities, action plans, conduct research, solve problems, and effectively address issues with attention to detail and within time constraints.

18. Ability to use modern office methods, techniques, and equipment including multi-line telephones, computers, office productivity software, specialized software, including spreadsheets.
19. Ability and willingness to grow professionally through personal professional improvement programs, formal educational experiences and consistently represent city in a positive, professional manner.
20. Ability to drive.

Minimum Qualifications

1. Possess a bachelor's degree in accounting from an accredited college or university.
2. Minimum of three (3) years of professional work experience in accounting; professional work experience within a governmental entity is preferred.
3. Possess a current and valid driver's license; must be insurable.
4. Ability to be bonded and maintain bonded status.
5. Ability to drive to participate in training and continuing education.
6. Ability to pass a pre-employment background check.

Physical Demands

The work is sedentary. Typically, the employee may sit comfortably to do the work. However, there may be some walking; standing; bending; carrying of light items such as papers, books, small parts; driving an automobile, etc. No special physical demands are required to perform the work.

Work Environment

The work environment involves everyday risks or discomforts which require normal safety precautions typical of such places as offices, meeting and training rooms, libraries, and residences or commercial vehicles, e.g., use of safe work practices with office equipment, avoidance of trips and falls, observance of fire regulations and traffic signals, etc. The work area is adequately lighted, heated, and ventilated.

CITY OF FAIRHOPE

JOB DESCRIPTION

Job Title: Accounting Assistant

Department: Treasury

FLSA:

Grade: 22

Safety Sensitive: No

Security Sensitive: Yes

Job Description Prepared: June 2022

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Treasurer

Subordinate Staff: None

Internal Contacts: All Departments; All Employees

External Contacts: General Public; Vendors; Consultants

Job Summary

The Accounting Assistant performs an array of technical and administrative activities and functions in support of the Treasury Department to aid in the effective management of City resources, debt, and other financial responsibilities. The employee performs specialized accounting functions, processes, and activities for accounts receivable, accounts payable, reconciling bank statements, assisting with monthly closings and account analysis. The employee ensures all financial preparations and retention of records are accurate and complies with City policies and procedures. This is a position requiring independent judgment and good decision-making skills. This job is considered security-sensitive and is subject to a pre-employment background check.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation.

ESSENTIAL FUNCTION: City Finances. Assists with the management to include managing receivables and performing reconciliations of all City accounts and finances.

1. Assist Treasurer and Senior level staff with financial tasks.
2. Assists with annual financial statement audit.
3. Assists in the reconciliation of all accounts.
4. Prepare analysis of accounts as requested.
5. Enters and keys journal entries.
6. Other duties as assigned.

ESSENTIAL FUNCTION: Accounts Payable. The employee receives and processes all invoices and credits to ensure timely and accurate payments.

1. Checks for compliance with bid laws.
2. Receives and process all invoices and credits for purchase orders.
3. Proofs statements from vendors.
4. Receives shipping tickets from Warehouse, matches tickets to invoice for accuracy.
5. Matches invoices to purchase orders (POs); checks for accuracy.
6. Compares all invoices to vendor statements.
7. Submits invoices to Treasurer for review.
8. Prepares checks for invoice payments.
9. Works with vendors to correct errors.
10. Reconciles accounts payable month-end to General Ledger.
11. Reconciles bids and contracts.

ESSENTIAL FUNCTION: City Reports. Assists in the development, generation and compilation of city financial reports and documents to aid in the provision and dissemination of accurate information.

1. Prepares daily cash report for Treasurer.
2. Prepares and compiles Account Payable Settlement Report for funding of invoice payments.
3. Assists in preparation of reports to City Council and Mayor.
4. Checks reports for accuracy; makes corrections when necessary.
5. Distributes and submits reports to appropriate entities.

ESSENTIAL FUNCTION: Clerical. Assists and supports the Department to include answering and routing calls, greeting visitors, and composing correspondence to aid in the effective and efficient operations of the City.

1. Oversees and coordinates general day-to-day office operations with kindness, professionalism, tact, and an emphasis on responsiveness.
2. Performs various clerical and administrative duties as requested.
3. Answers phone, routes callers and relays messages.
4. Greets visitors; answers question and responds to requests.
5. Composes correspondence and completes forms as needed.
6. Scans, copies, uploads, archives, and files documents, maintaining a proper documentation filing system.
7. Orders and maintains a proper inventory of office supplies and other supplies as directed, maintaining proper purchasing and requisition files, with emphasis on organization, accuracy, and timeliness.
8. Schedules meeting, coordinates travel reservations, training course registrations as requested and maintains multiple calendars.
9. Assists others with research of accounts payable records when needed for submission to other agencies.
10. Sorts and distributes incoming mail.
11. Assists in month end closing.
12. Maintains all resolutions.

NON-ESSENTIAL FUNCTIONS:

Performs all other job-related functions as required or assigned.

Knowledge, Skills, and Abilities

(* Can be acquired on the job)

1. *Knowledge of City rules, regulations, policies, and procedures.
2. *Knowledge of the City's budget and business plans, and implications.
3. Strong working knowledge of business software packages such as spreadsheets, data bases and word processing. Ability to produce reports with report writer software would be a plus.
4. Knowledge of General Accepted Accounting Principles (GAAP), policies and procedures relate to the governmental accounting standards and operations.
5. Knowledge of principles, theories, and practices of governmental accounting (including cost and fund accounting) auditing and financial management.
6. Knowledge of local, state, and federal laws and current city ordinances.
7. Knowledge of principles and practices of budgeting, communications, contracting, project management, records management, resources to achieve outcomes and expectations.

8. Knowledge and skills in governmental financial accounting.
9. Knowledge of specialized financial software programs.
10. Knowledge of safety rules including accident causation and prevention.
11. Skills in budgeting.
12. Communication skills to effectively communicate internally and externally, both orally and in writing.
13. Verbal skills to communicate effectively with elected officials, supervisors, co-workers, subordinate employees and public.
14. Reading skills to comprehend manuals, directives, procedures, and instructions.
15. Writing skills to take notes, write reports, correspondence and recommendations using correct English, grammar, punctuation, and spelling.
16. Math skills to perform calculations (add, subtract, multiply, divide), work with budgets, and conduct statistical analysis.
17. Skills to conduct research, make comparisons, draw conclusions, and apply them to needs of the City.
18. Ability to maintain confidentiality.
19. Ability to work independently and make sound technical decisions.
20. Ability to evaluate and analyze situations and exercise good judgment.
21. Ability to use standard office equipment.
22. Ability to drive.

Minimum Qualifications

1. Possess an associates degree in business, finance, or accounting from an accredited college.
2. Minimum of two (2) years of previous accounting experience.
3. Possess certification in GFOAA or CGAP program; certification as a Governmental Accounting Technician is preferred.
4. Possess a current and valid driver's license; must be insurable.
5. Ability to work extended or non-standard work hours.
6. Ability to pass a pre-employment background check.

Physical Demands

The work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, stretching, reaching or similar activities; recurring lifting moderately heavy items such as record boxes. The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

Work Environment

The work involves moderate risks or discomforts which require special safety precautions, e.g., working around moving parts, carts, or machines, with contagious diseases or irritant chemicals, etc. Employees may be required to use protective clothing or gear such as masks, gowns, coats, boots, goggles, gloves, or shields.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Non-Participant Services Agreement between the Electric Cities of Georgia, Inc. (“ECG”) and the City of Fairhope for safety and training topics specific to the Electric Utility Employee subject to the City Attorney’s approval. In addition, ECG provides a specific annual safety audit and detailed report. This is a budgeted item with a not-to-exceed amount of \$44,250.00.

DULY ADOPTED THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

NON-PARTICIPANT SERVICES CONTRACT

Between

ELECTRIC CITIES OF GEORGIA, INC.

And

City of Fairhope

This Contract, made and entered into as of July 1, 2022, by and between Electric Cities of Georgia, Inc., a Georgia nonprofit corporation and an instrumentality of its governmental participants under Section 115 of the Internal Revenue Code (the “ECG”), and the City of Fairhope, located in Baldwin County, Alabama (“Customer”),

WITNESSETH:

THAT:

WHEREAS, ECG is a joint action agency formed to benefit its municipal participants and other governmental customers; and

WHEREAS, Customer has determined that certain services offered by ECG may assist it in serving its customers; and

WHEREAS, Customer desires to purchase such services from ECG, and ECG desires to provide such services to Customer, based upon the terms and conditions set forth herein; and

WHEREAS, Customer desires to become a Non-Participant Member of ECG pursuant to Section 2 hereof in furtherance of joint action and for the mutual advantage of ECG’s municipal participants and other customers and to take advantage of certain economies of scale and efficiencies developed by ECG;

NOW THEREFORE:

For and in consideration of the premises and the mutual covenants and agreements hereinafter set forth, and in order to provide for payment to ECG for services rendered or to be rendered hereunder to Customer, it is agreed by and between the parties hereto as follows:

(1) TERM.

(a) General. The term of this Contract will begin and this Contract will constitute a binding obligation of each party executing this Contract as of the date that it is executed by the last signatory hereto (“Contract Date”). ECG’s obligation to provide the hereinafter defined Services will begin on July 1, 2022 and will extend until June 30, 2024 (the “Initial Term”). Additionally, commencing on the first day after the

Initial Term and continuing on each successive anniversary of such date (each such date, a "Renewal Date"), this Contract will be automatically extended for an additional 24-month period (such periods are referred to herein as the "Additional Terms," and together with the Initial Term, the "Term"), unless either party exercises its right to terminate this Contract pursuant to Section 1(b).

(b) Termination Rights. Either party may terminate this Contract upon not less than 24 months' written notice to the other party, which termination is effective at the end of the last day of the next Additional Term, which day is at least 24 months after the non-terminating party's receipt of a notice pursuant to this Section 1(b). Additionally, either party may terminate any service hereunder upon not less than 24 months' written notice to the other party, which termination is effective at the end of the last day of the next Additional Term, which day is at least 24 months after the non-terminating party's receipt of a notice pursuant to this Section 1(b).

(2) NON-PARTICIPANT PROVISIONS.

(a) Non-Participant Membership. Customer will be a "Non-Participant Member" of ECG, which status includes the following rights:

(i) It is the express intent of ECG and Customer that the Services provided hereunder be as similar in content and quality as reasonably possible to substantially similar services provided to ECG's Participant Members.

(ii) ECG will make no adverse distinction between its Participant Members and Customer in the provision of substantially similar services, except as contemplated in this Contract.

(iii) Customer may participate as a member of *ad hoc* committees or committees related to specific services and user groups of ECG, if any.

(3) SUBSCRIPTION SERVICES.

(a) Initial Term. During the Initial Term, ECG will provide the services listed on Exhibit A-1 (the "Initial Subscribed Services" or "Services") to Customer. Customer will pay ECG the rates and fees applicable to each Initial Subscribed Service as set forth in Exhibit A-1 (the "Initial Term Rates" or "Rates").

(b) Other Services. ECG may offer, or Customer may request, other services from time to time not expressly provided for hereunder ("Other Services"). Except to the extent indicated in writing, Other Services will be provided in accordance with the terms of this Contract, provided that a description of such Other Services and rates applicable thereto will be set forth in writing prior to ECG providing any such Other Services.

(4) [RESERVED]

(5) BILLING AND PAYMENTS.

(a) Payments. Customer will be billed monthly (each such bill, a “Monthly Billing Statement”) for the Services the greater of (i) an amount equal to the Rates applicable to Services provided by ECG hereunder in the prior month or (ii) 1/12th of an amount equal to the aggregate amount of Rates applicable to Initial Subscribed Services budgeted to be provided by ECG hereunder in the applicable Term, such amounts being calculated on a cumulative year-to-date basis, plus any other amounts due and owing from Customer to ECG hereunder. Alternately, at the request of the Customer, their Annual Costs for Initial Subscribed Services may be billed as a single invoice at the beginning of the Term.

(b) Billing. Each Monthly Billing Statement will be paid by Customer on or before the 10th day from the date of such Monthly Billing Statement, which will be sent by ECG in accordance with the schedule set forth in Exhibit B hereto, provided that ECG may update such schedule with 30 days’ written notice to Customer. All payments from Customer to ECG will be by electronic funds transfer/ACH. Amounts due and not paid by Customer on or before said day will bear an additional charge of the lesser of one and one-half (1-1/2%) percent or the maximum rate permitted by law per month for each month until the amount due is paid in full.

(c) Disputed Monthly Billing Statement. In case any portion of any Monthly Billing Statement received by Customer from ECG will be in bona fide dispute, Customer will pay the full amount of such Monthly Billing Statement, and, upon determination of the correct amount, the difference between such correct amount and such full amount, if any, will be credited to Customer by ECG after such determination. In the event such Monthly Billing Statement is in dispute, ECG will give consideration to such dispute and will advise Customer with regard to ECG's position relative thereto within 30 days following written notification by Customer of such dispute. If Customer continues to dispute ECG's position, said issue will be submitted to the conflict resolution procedures set forth in Section 7(a).

(6) FAILURE TO PAY.

In the event of any failure of Customer to make any of the payments due under this Contract to ECG, Customer will not be relieved of its liability for payment of the amounts due and payable hereunder, and ECG will have the right to recover from Customer any such amount. In addition to all other remedies available at

law or in equity, after thirty (30) days written notice and Customer's failure to cure the nonpayment, ECG may terminate this Contract or suspend the provision of any Services to Customer hereunder during the continuance of any such failure by Customer.

(7) MISCELLANEOUS.

(a) Conflict Resolution. Any claim, dispute, or controversy relating to or concerning this contract, or the parties' business relationship, whether in contract, tort, legal, equitable, statutory or otherwise (referred to as a "Claim"), will be settled by the following procedures:

First, the executives of ECG and Customer having settlement authority will promptly meet and attempt to resolve the Claim in a mutually satisfactory manner, and

Second, if unable to resolve such dispute pursuant to the foregoing procedure, Customer and ECG will submit to non-binding mediation and work in good faith to resolve such Claim, and

Third, if unable to resolve such Claim pursuant to the foregoing procedure, Customer and ECG will submit to binding arbitration, which, except as noted below, will be conducted in accordance with the American Arbitration Association Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The following procedures will apply with respect to any arbitration conducted in accordance with this Article:

(i) The arbitration proceeding will be initiated by written notice identifying each Claim. The parties will work together in good faith to choose a single arbitrator agreeable to both parties. In the event the parties are unable to agree upon a single arbitrator, said arbitrator will be chosen in accordance with the American Arbitration Association Commercial Arbitration Rules.

(ii) The arbitration hearing will be conducted either at the corporate headquarters of ECG or Customer, or such other location agreed to by the parties hereto. Said arbitration hearing will be scheduled no later than thirty days upon completion of the selection of the arbitrator(s).

(iii) The arbitration proceeding will be conducted in accordance with Rules of Evidence of the state that's laws are applicable pursuant to Section 7(b).

(iv) The arbitrator will have the right to assess the costs of the arbitration proceedings among the parties, but will not have the authority to award punitive damages or attorney's fees to the prevailing party.

(b) Governing Law. This Contract will be interpreted and construed in accordance with the laws of the State of Georgia, without regard to any conflict of law's provisions, provided that (i) the capacity, power

and authority of Customer to enter into this Contract, (ii) any matter directly relating to the physical performance of Services in the State of Alabama (e.g., training classes held in the State of Alabama) and (iii) any matter relating to the interpretation or enforceability of any ordinance, resolution, agreement or other instrument adopted or otherwise entered into by Customer authorizing, securing or otherwise relating to its obligation under this Contract, heretofore or hereafter adopted or assumed, will be governed by and construed in accordance with the laws of the State of Alabama. Venue for any court action related to this Contract will be in the state courts located in Fulton County, Georgia or federal courts located in the Northern District of the State of Georgia.

(c) Counterparts. This Contract may be executed in multiple counterparts, and any one of such counterparts will be considered an original hereof.

(d) Notice. All notices, requests, demands and other communications hereunder will be in writing and will be delivered personally, sent by nationally recognized overnight courier, or sent by facsimile transmission or electronic means (delivery receipt requested), and in each case addressed to the appropriate party at the address for such party shown below or at such other address as such party will have previously designated by written notice delivered to the party giving such notice:

ECG: Electric Cities of Georgia, Inc.
1470 Riverview Parkway, N.W.
Atlanta, Georgia 30328
Attn: Sallie Coleman, ECG Sr. VP & CFO
Fax: 678-202-3110
Email: scoleman@ecoga.org

Customer: City of Fairhope

Attn: _____
Fax: _____
Email: _____@_____.

Except as otherwise permitted, any notice given in accordance herewith will be deemed to have been given and received when delivered to the addressee, which delivery may be evidenced by (i) signed receipt of the addressee given to the courier or postal service, or (ii) by confirmed facsimile transmission or confirmed electronic means as provided in the following sentence, as the case may be. Notice by facsimile transmission or electronic means will be deemed given and received upon transmission by the notifier of a faxed notice to

the facsimile number or electronic mail address set forth above or designated pursuant to this Section, with confirmation on the sender's machine of the success of the facsimile or electronic transmission, as applicable.

(e) Assignment of Contract. This Contract will inure to the benefit of and will be binding upon the respective successors and assigns of the parties to this Contract; provided, however, that neither this Contract nor any interest herein will be transferred or assigned by either party hereto except with the consent in writing of the other party hereto; provided, further, that such consent will not be withheld unreasonably. No assignment or transfer of this Contract will relieve the parties of any obligation hereunder. Assignment of any interest in this Contract by ECG to its lender(s) is hereby expressly approved and consented to.

(f) Severability. In case any one or more of the provisions of this Contract will for any reason be held to be illegal or invalid by a court of competent jurisdiction, it is the intention of each of the parties hereto that such illegality or invalidity will not affect any other provision hereof, but this Contract will be construed and enforced as if such illegal or invalid provision had not been contained herein, and this Contract will be construed to adopt, but not to enlarge upon, all the applicable provisions of applicable law, and, if any provisions hereof conflict with any provision of applicable law, the latter as in effect and as interpreted by the applicable courts will prevail in lieu of any provision hereof in conflict or not in harmony therewith.

(g) Force Majeure. As used in this Contract "Force Majeure Event" means any act or event whether foreseen or unforeseen, that meets all of the following tests:

(i) The act or event prevents a party (the "Nonperforming Party"), in whole or in part, from: performing its obligations under this Agreement; or satisfying any conditions to the other party's obligations under this Agreement.

(ii) The act or event is beyond the reasonable control of and not the fault of the Nonperforming Party.

(iii) The Nonperforming Party has been unable to avoid or overcome the act or event by the exercise of due diligence.

Despite the preceding definition of a Force Majeure Event, a Force Majeure Event excludes economic hardship, changes in market conditions or insufficiency of funds.

In the event of a named storm, tornado recorded by the National Weather Service, or other severe weather events (collectively, "Adverse Weather Event") or Force Majeure Event, the obligation to provide Services to Customer is suspended for a period of time reasonably appropriate to the Adverse Weather Event or Force Majeure Event to the extent performance of such Service requires ECG's employees or contractors to be located in physical proximity to such events. In the event of substantial system damage to Customer's

distribution or transmission system (which will be communicated to ECG by Customer), Services will be suspended to Customer until notice is given to ECG by Customer that it is ready to resume the Services.

(h) Inconsistency. In the event of any inconsistency among any of the following documents, the relevant document first listed below will govern: (i) the exhibits and schedules hereto or to any Confirmation; (ii) a Confirmation; and (iii) this Contract.

(i) Limitation of Damages. FOR BREACH OF ANY PROVISION FOR WHICH AN EXPRESS REMEDY OR MEASURE OF DAMAGES IS PROVIDED IN THIS CONTRACT, SUCH EXPRESS REMEDY OR MEASURE OF DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND THE OBLIGOR'S LIABILITY WILL BE LIMITED AS SET FORTH IN SUCH PROVISION, AND ALL OTHER REMEDIES OR DAMAGES ARE WAIVED. IF NO REMEDY OR MEASURE OF DAMAGES IS EXPRESSLY PROVIDED HEREIN FOR BREACH OF ANY PROVISION HEREOF OR ANY PRIOR AGREEMENT BETWEEN THE PARTIES HERETO, THE OBLIGOR'S LIABILITY FOR ANY CLAIM WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, AND SUCH DIRECT ACTUAL DAMAGES WILL BE THE SOLE AND EXCLUSIVE REMEDY HEREUNDER, AND ALL OTHER REMEDIES OR DAMAGES FOR A CLAIM ARE WAIVED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER ANY PROVISION OF THIS CONTRACT OR IN CONNECTION WITH ANY CLAIM FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES, IN TORT, CONTRACT, OR OTHERWISE IN CONNECTION WITH THIS CONTRACT. TO THE EXTENT ANY PAYMENT REQUIRED TO BE MADE PURSUANT TO ANY PROVISION OF THIS CONTRACT IS AGREED BY THE PARTIES TO CONSTITUTE LIQUIDATED DAMAGES, THE PARTIES ACKNOWLEDGE THAT THE ACTUAL DAMAGES ARE DIFFICULT OR IMPOSSIBLE TO DETERMINE, AND THAT SUCH PAYMENT CONSTITUTES A REASONABLE APPROXIMATION OF THE AMOUNT OF SUCH DAMAGES.

(j) Gratuitous Advice. If an ECG representative furnishes the Customer with advice or assistance about anything not required under this Contract, the furnishing of that advice or assistance will not subject ECG to any liability.

[Signature Pages Follow]

IN WITNESS WHEREOF, ECG has caused this Contract to be executed in its corporate name by its duly authorized officers and has caused its corporate seal to be hereunto impressed and attested; Customer has caused this Contract to be executed by its duly authorized officers and its corporate seal to be hereunto impressed and attested, and delivery hereof by Customer to ECG is hereby acknowledged, all of the date and year first above written.

ELECTRIC CITIES OF GEORGIA, INC.

By: _____
President & Chief Executive Officer

Attest: _____
Assistant Secretary-Treasurer

(SEAL)

(SIGNATURES CONTINUE ON NEXT PAGE)

CITY OF FAIRHOPE

By: _____
Its: _____

Attest: _____
Its: _____

(SEAL)

Exhibit A-1

INITIAL SUBSCRIBED SERVICES

- Safety Meetings (based on 25 Attendees & True-Up Applicable) = \$44,250 Est.
(7/1/2022 thru 6/30/2023);

Safety meetings are offered at Customer location ten (10) months during the Term presenting a collection of safety and training topics specific to the electric utility employee. Each program meets all regulatory requirements. In addition, ECG provides a specific annual safety audit & detailed report.

Safety Meetings include topics such as the following.

Meter-base Safety
Pole-top Rescue
Bucket Rescue
Knots/Rigging
Personal Protective Grounds
Chain Saw Use and Safety
Transformer Connections/Banking
Ferro resonance
Personal Protective grounding-equal potential/bracket
Protective rubber cover-up/rubber-gloving

DOT-\$25 each for 25 Students; \$90 each for all Students > 25

First Aid/CPR/AED Certification – \$0 each for 25 Students; \$90 each for all Students > 25

- Also available are ECG Training Classes taught at the ECG School locations in Newnan, GA and Adel, GA Customer would receive following ECG Member pricing (per individual student)

Groundman	\$375
Apprentice Program	\$3,000 (3-Years DOL Certified)
Advanced Lineman	\$2,000
Comprehensive Underground	\$750
Meterman Certification	\$1,600
Hotline School	\$1,000
Storm Assessor	\$375
Foreman Development Series	\$2,000

Exhibit B



FY23 BILLING SCHEDULE
July 2022 through June 2023

Billing Date	Payment Date	Billing Month	Amount Due
07/06/22	07/18/22	07/22	
08/03/22	08/15/22	08/22	
09/06/22	09/16/22	09/22	
10/05/22	10/17/22	10/22	
11/03/22	11/14/22	11/22	
12/05/22	12/15/22	12/22	
01/05/23	01/17/23	01/23	
02/03/23	02/13/23	02/23	
03/03/23	03/13/23	03/23	
04/05/23	04/17/23	04/23	
05/03/23	05/15/23	05/23	
06/05/23	06/15/23	06/23	

ECG
Education, Training & Development (2023 Special Costs Offering)
Fiscal Year 2023

In accordance with ECG's Intergovernmental Participant Contract (IPC) Exhibit A-1 related to the Education, Training & Safety Services (TSS), and the ECG Board plans to make the following Special Cost event available in the Fiscal Year 2023 Budget (FY23). Capitalized terms used herein but not defined have the meaning set forth in the IPC.

Any TSS Member, may elect to pay a **25% Assessment Fee** based on the TSS Member's FY23 Budgeted Cost, and would receive the following benefits:

- By paying such Assessment Fee, the TSS Member would be prepaid & qualified to register any personnel for PowerLine Training Classes without having to pay the applicable individual ECG TSS Member Class Costs. For FY23, the ECG PowerLine Training Classes are as follows:
 - Groundman School: \$375
 - Powerline Worker Apprentice Program: \$3,000
 - Overhead Hotline School: \$1,000
 - Comprehensive Underground School: \$750
 - Meterman Certification: \$1,600
 - Advanced Line Worker Program: \$2,000
 - Foreman Series: \$2,000

The FY23 Assessment Fee will be billed to TSS Member in accordance with the IPC Exhibit A-1 Special Costs language. The FY23 Assessment Fee will be non-refundable and there will be no true-up based on the actual attendance by TSS Member personnel.

ECG Service Confirmation – FY23 Special Costs Offering

This Confirmation is being executed pursuant to, and subject to, the IPC Exhibit A-1 Special Cost event offered by the ECG Board and is executed between Electric Cities of Georgia, Inc. (“ECG”) and any TSS Member and constitutes a confirmation respecting the ECG fiscal year beginning July 1, 2022 and ending June 30, 2023.

FY23 Assessment Fee = \$44,250 x 25% = \$11,063 (Est)

Acknowledged and Accepted: ECG: Electric Cities of Georgia, Inc. By: _____ Name: _____ Its: _____	Acknowledged and Accepted: TSS Member City/Commission By: _____ Name: _____ Its: _____

RESOLUTION NO. _____

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

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

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

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

- Approximately 75 ± SEL 2411 Programmable Automation Controllers
- Used Utility Poles and Salvaged Pilings (Due to pressure treatment, we cannot put in our C&D site)

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

- a. SEL 2411 Programmable Automation Controllers shall be sold to the highest bidder such as Troy, Alabama, the company we purchased, or to another entity that uses these Controllers.
- b. Used Utility Poles and Salvaged Pilings shall be sold to the private sector at the following fixed price:
\$10.00 per pole – Buyer loads the poles and carries off
\$20.00 per pole – City loads the poles and Buyer carries off; and signs a Hold Harmless and Indemnification

ADOPTED AND APPROVED THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk




Sherry Sullivan
Mayor



Richard D. Johnson, PE
Public Works Director

Memorandum

From: Richard D. Johnson; PE 

To: Fairhope City Council

Thru: Sherry Sullivan, Mayor

CC: Electric Superintendent; Treasurer; City Clerk; PW Admin; File

Date: May 31, 2022

Subject: Surplus of used Utility Poles and Pilings

Mayor Sullivan:

Used wood utility poles and salvaged pilings are beginning to stockpile on the Public Works and Utility Compound. We reuse a small amount for bollards and other infrastructure projects, yet we have an ever-increasing surplus.

We receive regular inquiries about the availability of these surplus poles from the private sector. Due to the pressure treatment, we cannot landfill them in our C&D site and would pay \$30.00 per ton to dispose of them at the lined landfill.

Public Works is requesting that Council declare them a surplus asset and authorize City Staff to sell them at a fixed price. We could set two pricing tiers (for example):

- \$10.00 per pole – Buyer loads the poles and carry off
- \$20.00 per pole – City loads the poles with the buyer signing a Hold Harmless Indemnification

This would convert a current liability into an asset, reclaim space within the City laydown yard and meet a key goal of recycling by repurposing/reusing a refuse material.

Thank you for your consideration

Yours, RDJ

RESOLUTION NO. _____

WHEREAS, on the 23rd day of May, 2022, the City of Fairhope adopted Resolution No. 4457-22; a resolution to approve the purchase of a Ten (10) Ton Packaged Heat Pump for the Rotary Youth Center; and the equipment is available for direct procurement through the purchasing cooperative Omnia Partners (Contract #USC 15-JLP-023) and therefore does not have to be let out for bid. The procurement was originally approved in the general maintenance budget for the Rotary Youth Center for \$8,000.00 and approved on Resolution No. 4457-22 for \$9,056.00.

WHEREAS, there is a need to amend the resolution due to the initial proposal has expired and the price has increased to \$10,125.00.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Resolution No. 4457-22 is hereby amended to a not-to-exceed amount of \$10,125.00.

ADOPTED ON THIS 13TH DAY OF JUNE, 2022

James Reid Conyers, Jr.,
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/8/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a Ten (10) Ton R-410 Package Heat Pump

Project Location: Rotary Youth Center

Presented to City Council: 6/13/2022

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

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 10,125.00

Vendor: Trane U.S. dba Trane

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

JUN 8 '22 AM 11:17
CW

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-76** Debt Service-85 Marine-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001750-50383
G/L Acct Name: Boys & Girls Club Capital Purchase

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

Project Budgeted: \$ 8,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 2,125.00

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

Comments:

Originally approved with Resolution No. 4457-22
This Green Sheet will void the original Green Sheet #2156

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 6/8/2022

Purchasing Memo Date: 6/8/2022

Delivered To Date: 6/8/2022

Request Approved Date: 6/8/2022

Request Approved Date: 6/8/2022

Approved Date: 6/8/2022

Signatures: Aislinn Stone
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

Sherry Sullivan
Mayor


Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: June 8, 2022

Re: **Green Sheet and City Council Approval of a Ten (10) Ton R-410
Packaged Heat Pump**

The Assistant Director of Public Works, George Ladd, is requesting procurement of a Ten (10) Ton R-410 Packaged Heat Pump for the Rotary Youth Center.

The proposal for the Ten (10) Ton R-410 Packaged Heat Pump is Ten Thousand One Hundred Twenty-Five Dollars (\$10,125.00). This heat pump will be purchased through the purchasing cooperative Omnia Partners (Contract #USC 15-JLP-023) and therefore does not have to be let out for bid. City of Fairhope will provide the labor necessary for the installation.

This procurement was originally approved in the general maintenance budget for the Rotary Youth Center for \$8,000.00. It was also previously approved with Resolution No. 4457-22 for \$9,056.00, but the initial proposal expired and the price has since increased.

NOTES:

See Attached Vendor Proposal and Omnia Partners Contract and Extension for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for a Ten (10) Ton R-410 Packaged Heat Pump for the Rotary Youth Center to Trane U.S. d/b/a Trane for \$10,125.00.

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

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

CC file, George Ladd, Richard Johnson, Clint Steadham



Proposal

Proposal is valid for 30 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

Prepared For:
All Bidders

Date: June 7, 2022

Proposal Number: J5-103724-2
Quote Number: 18-362255-22-001
Co-op Contract Number: USC 15-JLP-023

Job Name:
City of Fairhope Rotary Youth Club revised 60722

Bid Date: May 3, 2022

Delivery Terms:
Freight Allowed & Prepaid 1st Destination/Jobsite

Payment Terms:
Net 30 Days

Trane U.S. Inc. dba Trane is pleased to provide the following proposal for your review and approval.

Tag Data - 3-10Ton R-410 Packaged Heat Pump (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	No Tag	1	10 Ton R-410 Packaged Heat Pump	WSC120H3R0A--0000000000000000000000000000

Product Data - 3-10Ton R-410 Packaged Heat Pump

- Item: A1 Qty: 1**
- DX cooling
 - Standard efficiency
 - Convertible
 - 10 Ton
 - 208-230/60/3
 - Microprocessor controls 3ph
 - Condenser hail guard (Fld)
 - 2nd-5th yr. parts less compr. warranty
 - 1st Year Labor warranty
 - Labor - 2 - 5th year labor

TOTAL NET PRICE (Excluding Sales Tax).....\$ 10,125.00

Chris Broders.....Prepared by
Charles Tomlinson – Trane U.S Inc. dba Trane Technologies

Phone (615) 565-9422
Cell ; (615) 491-5214

The following exclusions apply unless specifically listed in the bill of goods under product data

Smoke detectors, sensors, thermostats, disconnects, filters, corrosion coating, hurricane straps, convenience outlets, extra filters, extra sheaves, external/vibration isolation, start up and labor warranty provided by others

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (US), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

This proposal is subject to your acceptance of the attached Trane terms and conditions (Equipment).

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc. dba Trane
<hr/> Authorized Representative	<hr/> Submitted By: Charles Tomlinson Cell: (615) 490-5214 Office: (615) 565-9422
<hr/> Printed Name	<hr/> Authorized Representative
<hr/> Title	<hr/> Title
<hr/> Purchase Order	<hr/> Signature Date
<hr/> Acceptance Date	<hr/> Signature Date

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. dba Trane.

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal, and in submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement, and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or material shortages; sabotage; restraint by court order or public authority (whether valid or invalid); and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). **Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup.** Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. **CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION**

OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. **EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.**

9. Indemnity. To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

11. Customer Breach. Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in connection with this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. **NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY.** In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. **IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.**

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. Cancellation. Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall

not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. Claims. Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Equipment is being used at a site owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.


22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

23. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

Lisa A. Hanks, MMC

From: Becky Barnard
Sent: Friday, May 20, 2022 9:22 AM 
To: Lisa A. Hanks, MMC
Cc: Jimmy Conyers
Subject: Rec Board Recommendation/Request

Good Morning,

During the Rec Board Meeting on Wednesday, the possible purchase of a lot in Quail Creek Subdivision was discussed, along with the possibility of turning Quail Creek's tennis courts into pickleball courts. The Rec Board would like to recommend to the City Council that the purchase of the additional lot in Quail Creek move forward.

I hope this is worded correctly, as I am still very new to this process.

Thank you both and have a great weekend.

Becky Barnard
Administrative Assistant
Parks & Recreation Dept.- City of Fairhope
(251) 928-7270 ext. 319

May 20, 2022

Lisa A. Hanks
City Clerk

Please add the following recommendation and request to the June 13, 2022 City Council agenda on behalf of the Recreation Board. This was a favorable recommendation made at the May 18, 2022 meeting.

- The purchase of the additional Lot in Quail Creek moves forward.

The Recreation Board

**FAIRHOPE PEDESTRIAN AND
BICYCLE COMMITTEE**

NOMINEE (S)

3-Year Term

APPOINTMENTS_____.

REAPPOINTMENTS_____.

Bill Hall and Rosalie Stromme reappoint to a three-year term.

The term shall end June 2025.

Fairhope Pedestrian and Bicycle Committee Meeting Minutes - DRAFT

Date: 6/7/2022

Committee Member Attendees: Gary Gover; Rosalie Stromme; Bill Hall; Chris Riley; John Kavanagh; Katie Bolton; Michelle Melton; Chris Knight; Jack Graves

Committee Member Absentees: None

Guests in Attendance: Hunter Simmons; Frank Stickney; James Baldwin

City Councilman representative: None were in attendance.

Meeting called to order at 4:03pm by Bill Hall.

Motion carried to approve 5/3/2022 minutes.

Administrative Items:

Meeting location has been temporarily relocated to the Giddens Auditorium for accessibility until such time that the library elevator is repaired.

Terms for Members Bill Hall and Rosalie Stromme expired as of May 2022. Motion carried unanimously by committee to approve extending their term for three additional years to May 2025. Motion also carried by committee to appoint Bill Hall as continuing co-chairperson and Rosalie Stromme to be designated as a new co-chairperson.

*****Action Item:** Rosalie Stromme shall submit a formal agenda request to the City Council's next meeting to approve of appointments and term extensions. Bill Hall to contact other committee members for selection of replacement Secretary position.

Complete Streets Resolution Draft: Hunter Simmons recommended that this committee prioritize specific items listed in the Comprehensive Land Use Public Forum presentation held in March 2022. This prioritization list can then be submitted to the consultants and included as focal points before final submission to the City of Fairhope council.

******Action Item:** All committee members to review the March 2022 Comprehensive Land Use presentation to select top priority items.

Pedestrian and Bicycle Committee Input for city projects:

- a) Working Waterfront Project – No further update from the federal grant review level.

- b) Triangle Project – City of Fairhope’s Purchasing Department in conjunction with other city officials are in the process of rating qualified vendors in preparation for sending this project out for bid.
- c) Sidewalk Improvements: In preparation for submitting request to Public Works for expanded sidewalk repainting to the Fairhope Furniture Consignment store on North Section as well the crosswalk near Rambo’s Auto Service, Chris Riley is seeking input from committee members for any artistic concepts that would enhance the final appeal of these improvements.

*****Action Item:** Committee members should submit any decorative ideas to Chris Riley in the next 2 weeks so that he can complete formal request submission to Public Works by July 5th, our next meeting.

ARCGIS Field Maps Application: Jack Graves and Rosalie Stromme completed Field Mapping inventory of some areas of the City of Fairhope as test cases to determine overall volunteer complexity and project completion estimates; their data has been uploaded into the Master Software. Hunter Simmons confirmed that the dates of any of these mapping uploads will remain embedded in the program for future reference.

*****Action Item:** Committee members (with the exception of Gary Gover who does not have mobile internet service) will physically examine assigned areas within the city limits of Fairhope. Committee members are to indicate in RED those sidewalks which exist but which are not indicated on the Field Map Software (online map with user name and password already provided in April 2022 meeting). Also, while out in the field, notate in the Application those sidewalks that need some major type of repair (i.e. handicap ramp missing/damages, major trip hazards, etc); best recommendation is to notate location on the mapping software (‘put a pin on the location’) and then upload a photo of the area of concern. General Fairhope area assignments were accepted as follows:

- a) Michelle Melton --- sidewalk inventory near the Fairhope West elementary school.
- b) Katie Bolton – Woodlawn and Sedgefield subdivisions
- c) John Kavanagh – subdivisions just north and south of Twin Beech Road between Boothe Road and Founders Drive
- d) Chris Knight – sidewalk inventory from Section Street to the Bluff
- e) Bill Hall ---- sidewalk inventory near the Volanta area.

New Business:

1. E-bike, motorized scooters and golf cart usage on Fairhope sidewalks has become an extreme pedestrian safety issue, especially in the Central Business District.

*****Action Item:** Bill Hall to invite Chief of Police Hollinghead to a future committee meeting in the near future to discuss effective ways to address this growing safety concern for downtown pedestrians.

2. New crosswalk installations are recommended by committee members in specific locations due to high usage of pedestrians and vehicles:
 - a) Coffee Loft access across Section Street
 - b) Tennis Center access across Morphy

Hunter Simmons reported that this committee may request these crosswalk additions from Public Works to determine viability; traffic studies for specific locations may or may not be needed depending on vehicle/pedestrian volume at each site.

Next scheduled meeting: July 5, 2022 at 4pm in the Giddens Auditorium.

Meeting adjourned at 5:08pm.

Respectfully submitted,

Rosalie Stromme, Secretary



Loxley Division

29000 Highway 98 Suite C201
Daphne, AL 36526

JAW

Hello,

Please find enclosed the City of Fairhope Alcoholic Beverage License Application for our upcoming ALDI store in Fairhope, scheduled to open in July. If any additional information is needed, please do not hesitate to contact me.

- ALDI 40
10140 County Rd. 48
Fairhope, AL 36532

Thank you.

Joy Esposito
Executive Assistant
ALDI Inc. Loxley Division
29000 US HWY 98, Building C Ste. 201
Daphne, AL 36526
(251) 336-3514



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Heather M. Moore SSN# - - -

AGE DATE OF BIRTH PLACE OF BIRTH Cedar Rapid, IA

MAILING ADDRESS 29000 US Highway 98, Ste. C201, Daphne, AL 36526

HOME # WORK # 251-259-1471

CELL # FAX # N/A

RESIDENCE ADDRESS 8463 Pine Run, Spanish Fort, AL 36527-7601

NO. YEARS AT PRESENT ADDRESS 1 year NO. YEARS AT PREVIOUS ADDRESS 10+ years

PREVIOUS ADDRESS 1075 Wooded Crest Dr., Morris, IL 60450

NAME AND ADDRESS OF BUSINESS ALDI
10140 County Road 48, Fairhope, AL 36532

NAME OF CORPORATION ALDI LLC (Alabama)

BUSINESS LOCATION 10140 County Road 48, Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE YES

IF SO, WHERE Multiple ALDI locations UNDER WHAT NAME ALDI LLC (Alabama)

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE

WHEN WHAT WAS CHARGE

DISPOSITION

LIST THREE REFERENCES:

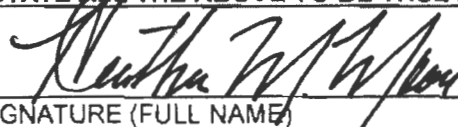
NAME	ADDRESS	PHONE NUMBER

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

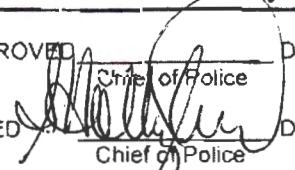
PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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


 SIGNATURE (FULL NAME) _____ DATE 05/25/2022

NOT APPROVED BY COUNCIL _____ DATE _____
 Chief of Police
 City Clerk

APPROVED BY COUNCIL _____ DATE 6/7/22

 Chief of Police
 City Clerk

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

INCORPORATION MEMBERS

Applicant: ALDI LLC (ALABAMA), d/b/a/ ALDI 40

The following persons have a proprietary of profit interest in this business: (not needed for corporations whose stock is traded on a recognized stock exchange)

Name David Behm Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address 1200 N Kirk Rd., Batavia, IL 60510

Position with the Business President

Telephone Number 251-259-1471 Driver License Number _____ State _____

Name Eric Riegger Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address 1200 N Kirk Rd., Batavia, IL 60510

Position with the Business Treasurer

Telephone Number 251-259-1471 Driver License Number _____ State _____

Name Heather M. Moore Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address 29000 US Highway 98, Ste. C201, Daphne, AL 36526

Position with the Business Vice President (Divisional)

Telephone Number 251-259-1471 Driver License Number _____ State _____

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____