

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

**MONDAY, 25 JULY 2022 – 4:30 P.M. – COUNCIL CHAMBER**

1. Discussion to Repeal and Replace Ordinance No. 1266 and Ordinance No. 1705, Fairhope Code of Ordinances: Article VI, Garbage and Trash Collection and Disposal, Section 21-75.
2. Update on Southland Place – Richard Johnson
3. Review Budget - Capital
4. Committee Updates
5. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.  
on Monday, July 25, 2022 – Council Chambers**

**Next Council Meeting – Monday, August 8, 2022 – Same Time Same Place**

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

**AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 1266  
AND ORDINANCE NO. 1705 FAIRHOPE CODE OF ORDINANCES:  
ARTICLE VI, GARBAGE AND TRASH  
COLLECTION AND DISPOSAL, SECTION 21-75**

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

Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article VI, Section 21-75, is hereby amended to reflect the following:

**Sec. 21-75. - Rates.**

(a) In the exercise of the police power of the city and for the purpose of enabling the city to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the city:

<u>RESIDENTIAL</u>	<u>PER MONTH</u>
Single Family	\$ 20.00 Each Receptacle (Cart)
Apartment House	\$ 20.00 Each Receptacle (Cart)
House Trailer	\$ 20.00 Each Receptacle (Cart)
Backdoor Service	\$ 23.00 Each Receptacle (Cart)

<u>NONRESIDENTIAL</u>	<u>PER MONTH</u>
96 Gallon Container Served as required - Minimum 2X per week)	\$ 25.00 Each Receptacle (Cart)

(b) Nothing shall prevent an occupant from contracting for garbage service with other licensed collectors within the city; however, the minimum monthly charge must be paid the city by every occupant.

(c) Acquiring garbage containers. Newly annexed properties or newly built homes may acquire a garbage container by contacting the utilities department at City Hall and paying a deposit fee set by the current deposit rate. At time of turning utilities on and paying deposits, residents may sign up for a 96 gallon container. The container will have an assigned serial number to the particular address. Only City of Fairhope garbage containers will be allowed to be serviced.

(d) Alleyway services. Garbage may be serviced in alleyways but may incur additional charges if the alleys or containers are not accessible to the automated garbage truck. Rates in these areas could be higher if a special truck is needed to service garbage.

(e) Any occupant who lives in a subsidized housing unit and only receives income from Social Security may qualify for an exemption from garbage fees. The City of Fairhope has a form that can be taken to your property manager to complete. Then, occupant returns the form to the City for exemption consideration.

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

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(f) Any occupant living in a housing unit that is not capable of being fully serviced by City Garbage, Trash and/or Recycling; the occupant may complete an Application (provided by the City) requesting a reduction by 50% of the Rates posted above. Example: Apartment House – 50% = \$10.00 per Month

Section 2. The above amended garbage rates shall go into effect on September 1, 2022.

Section 3. Ordinance No. 1266 and Ordinance No. 1705 is hereby repealed as stated above.

Section 4. This ordinance shall take effect on September 1, 2022 upon its due adoption and publication as required by law.

ADOPTED THIS 8TH DAY OF AUGUST, 2022

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

ATTEST:

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

ADOPTED THIS 8TH DAY OF AUGUST, 2022

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

**ORDINANCE NO. 1705**

**AN ORDINANCE TO AMEND ORDINANCE NO. 1266 AND  
TO REPEAL AND REPLACE ORDINANCE NO. 1608  
FAIRHOPE CODE OF ORDINANCES:  
ARTICLE VI, GARBAGE AND TRASH  
COLLECTION AND DISPOSAL, SECTION 21-75**

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

Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article VI, Section 21-75, is hereby amended to reflect the following:

**Sec. 21-75. - Rates.**

(a) In the exercise of the police power of the city and for the purpose of enabling the city to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the city:

<u>RESIDENTIAL</u>	<u>PER MONTH</u>
Single Family	\$ 20.00
Apartment House	\$ 20.00
House Trailer	\$ 20.00
Backdoor Service	\$ 23.00
<u>NONRESIDENTIAL</u>	<u>PER MONTH</u>
Base Rate Customer (1 – 96 Gal. Receptacle Serviced as required - Minimum 2X per week)	\$ 25.00
Each Additional 96 Gal. Receptacle	\$ 5.00
Example – 3 Receptacles Serviced 3 times/week	\$ 40.00

(b) Nothing shall prevent an occupant from contracting for garbage service with other licensed collectors within the city; however, the minimum monthly charge must be paid the city by every occupant.

(c) Acquiring garbage containers. Newly annexed properties or newly built homes may acquire a garbage container by contacting the utilities department at city hall and paying a deposit fee set by the current deposit rate. At time of turning utilities on and paying deposits, residents may sign up for a forty-eight-gallon, sixty-four-gallon, and ninety-six-gallon container. The container will have an assigned serial number to the particular address.

(d) Alleyway services. Garbage may be serviced in alleyways but may incur additional charges if the alleys or containers are not accessible to the automated garbage truck. Rates in these areas could be higher if a special truck is needed to service garbage.



Ordinance No. 1705

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Section 2. The above amended garbage rates shall go into effect on April 1, 2021.

Section 3. Ordinance No. 1608 is hereby repealed; and Ordinance No. 1266 is hereby amended as stated above.

Section 4. This ordinance shall take effect on April 1, 2021 upon its due adoption and publication as required by law.

ADOPTED THIS 8TH DAY OF MARCH, 2021

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

ATTEST:

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

ADOPTED THIS 8TH DAY OF MARCH, 2021

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

**ORDINANCE NO. 1266**

**AN ORDINANCE TO AMEND CODE OF ORDINANCE.  
AMENDING ORDINANCE NO. 1044 ARTICLE VI, GARBAGE AND TRASH  
COLLECTION AND DISPOSAL, SECTION 21-75: RATES.**

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

**Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article VI, Section 21-75, is hereby amended to reflect the following Garbage Rates:**

<b><u>RESIDENTIAL</u></b>	<b><u>PER MONTH</u></b>
Single Family	\$ 12.80
Apartment House	\$ 12.80
House Trailer	\$ 12.80
Backdoor Service	\$ 20.00

**NONRESIDENTIAL**

<b><u>Container</u></b>	<b><u>Service/week</u></b>	<b><u>Monthly Rate</u></b>
2 30-gal	1	\$15.55
2 30-gal	2	\$15.55
2 30-gal	3	\$24.70
2 30-gal	4	\$31.00
2 30-gal	5	\$37.10
1 90-gal	2	\$17.25
1 90-gal	3	\$28.00
1 90-gal	4	\$35.30
1 90-gal	5	\$42.65

Balance of Section 21-75 remains as written, amount of rates amended only.

**Section 2. The above amended garbage rates shall go into effect on the first billing cycle after 1 October 2005.**

**Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.**

**ADOPTED THIS 26<sup>th</sup> DAY OF September, 2005.**

ORDINANCE # 277

AN ORDINANCE PROVIDING FOR THE COLLECTION OF GARBAGE FEES AND OTHER THINGS WITHIN THE CITY OF FAIRHOPE, ALABAMA

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

SECTION 1. That in the exercise of the police power of the City of Fairhope and for the purpose of enabling the City of Fairhope to perform a governmental function, there is hereby fixed the following fees for the collecting, hauling and disposing of garbage and trash for residential establishments, not including commercial establishments and hotels and motels, within the City of Fairhope, Alabama, to-wit:

(a) For single-family dwellings within the City of Fairhope, Alabama, \$1.00 per month.

(b) For each dwelling house or apartment building with more than one (1) but less than six (6) dwelling units, \$0.75 per month for each dwelling unit.

(c) For each dwelling house or apartment building with six (6) or more apartments or dwelling units, \$0.50 per month for each apartment or dwelling unit.

SECTION 2. That said fees fixed by this ordinance are to be paid by the person in possession or control of the dwelling unit or apartment unit.

SECTION 3. All bills for services rendered hereunder shall be due and payable monthly and the fees charged hereunder shall be set out on the utility bills for power, water and gas or any one of them, mailed out by the Utilities Department of the City of Fairhope, and such fees shall be paid when the said bill is paid and the said Utilities Department shall not accept the payment of any utility bill unless the fee for garbage and trash service, hereunder, is also paid. All fees collected hereunder shall be net and all accounts shall be considered delinquent if not paid within the time limit specified in the bills so rendered by the Utilities Department of the City of Fairhope, Alabama. All delinquent accounts are subject to the same penalties as are now in effect by the Utilities Department of the City of Fairhope in connection with delinquent accounts for utility services rendered by the said city.

All persons hereafter making application for power, water or gas service in the City of Fairhope shall deposit with the Utilities Department of said City a sum equal to the fees hereunder for two (2) months, such deposit to be held as security for the payment of such fees as may become due from the applicant under the terms of this ordinance. If such applicant shall fail to pay such fee or fees as may become due hereunder, the said deposit shall, to the extent necessary, be forfeited and be used to pay to the City such fees as may be due to it from such applicant under the terms of this ordinance.

All delinquent accounts are subject to stoppage of service without notice. The stoppage of service hereinbefore authorized for nonpayment of collection charges shall be in addition to the right of the City to proceed for the collection of such unpaid charges provided by law for the collection of a municipal claim.

SECTION 4. No person, firm, association or corporation may use the city dump for the disposal of refuse without first obtaining permission of the City of Fairhope.



SECTION 5. It shall be unlawful to place in any garbage or rubbish container any acids or other dangerous liquids or substances which would cause injury to the persons employed to handle said garbage. Leaking and defective garbage cans or cans with sharp or ragged edges likely to injure persons employed to handle said garbage will not be serviced and the City of Fairhope shall cause to be placed on such cans a tag marked, "Condemned".

SECTION 6. The fees provided for in this ordinance shall not be applicable to commercial establishments, hotels and motels.

SECTION 7. Any person, firm, association or corporation violating any provisions of Sections 4 and 5 of this ordinance shall be guilty of a misdemeanor and, on conviction, shall be fined not less than \$1.00 not more than \$100.00.

SECTION 8. If any clause, sentence, section or provision of this ordinance is held invalid or inoperative, the remainder of the ordinance shall not be affected thereby.

SECTION 9. This ordinance shall become effective the 1st day of April, 1961.

Adopted this the 27th day of February, 1961.

Joe Schneider  
Mayor

Marie Moore  
City Clerk

STATE OF ALABAMA  
COUNTY OF BALDWIN  
CITY OF FAIRHOPE

I, Marie Moore, Clerk of the City of Fairhope, do hereby certify that the foregoing is a true, correct and literal copy of Ordinance #277 duly adopted by the City Council on the 27th day of February, 1961 as the same was entered in the Minute Book of the City of Fairhope, that such Ordinance was duly published as required by law.

This the 27<sup>th</sup> day of February, 1961

Marie Moore  
Clerk of the City of Fairhope, Ala.

ORDINANCE NO. 478

AN ORDINANCE TO REPEAL SECTION 10-4, 10-5, AND 10-9 OF THE "CODE OF ORDINANCE" CITY OF FAIRHOPE, ALABAMA, AND TO AMEND AND ADD THERETO AND IN ITS PLACE AND STEAD, AN ORDINANCE FIXING FEES FOR COLLECTION OF GARBAGE OF RESIDENCES, FEES FOR COMMERCIAL ESTABLISHMENTS, HOTELS AND MOTELS - INDUSTRIES, AND FIX FEES FOR THE USE OF THE DUMP BY PRIVATE INDIVIDUALS.

BE IT ORDNANED by the City Council of the City of Fairhope, Alabama:

Section 1 - That Section 10-4, Section 10-5 and Section 10-9 of the Code of Ordinances, City of Fairhope, be, and the same are hereby repealed.

Section 2 - To amend Section 10-4 of the Code of Ordinances of the City of Fairhope to read as follows:

A. That in the exercise of the Police power of the City of Fairhope, Alabama, and for the purpose of enabling the City of Fairhope to perform a governmental function, there is hereby fixed the following fees for the collection, hauling, disposing of garbage and trash for residential establishments within the City of Fairhope, Alabama, to-wit:

(1) For single-family dwellings or apartment units within the City of Fairhope, Alabama - \$2.00 per month.

Section 3 - Section 10-5 of the Code of Ordinances of the City of Fairhope, Alabama is hereby amended to read as follows:

A. There is hereby fixed the following fees for collection, hauling and disposing of garbage and trash for commercial establishments, hotels and motels, apartment houses, house trailers within the City of Fairhope, Alabama, as follows:

(1) Apartment houses with more than one living unit - \$1.00 per month per unit.

(2) House trailers - \$2.00 per month per trailer.

(3) Offices - \$2.00 per month each.

(4) Businesses: (a) Two pickups per week \$5.00 per month  
(b) Three pickups per week - \$8.00 per month  
(c) One pickup per day - \$20.00 per month  
(d) Two or more pickups per day - \$35.00 per mo.

(5) Industries: (a) Two pickups per week - \$5.00 per month  
(b) Three pickups per week - \$8.00 per month  
(c) One pickup per day - \$20.00 per month  
(d) Two or more pickups per day - \$35.00 per mo.

Section 4 - It shall be unlawful to place in any garbage or rubbish contained any acids or other dangerous liquids or substances which could cause injury to employees of the Sanitation department engaged in removing refuse. Leaking or defective garbage cans with sharp or ragged edges likely to injure employees of the Sanitation Department engaged in removing refuse will not be serviced and the Sanitation Department shall cause to be placed on such cans a tag marked "Condemned".

Section 5 - Garbage Container" shall be taken to mean a watertight receptacle or can having a capacity of not more than thirty (30) gallons, of substantial construction is approved by the Sanitation Department and applicable Codes, with a tight fitting lid or cover, and two handles on the sides of the receptacle or can.



Section 6 - Section 10-9 of the Code of Ordinances of the City of Fairhope is hereby repealed, and in its place and stead as follows:

Section 10-9 PERMIT TO USE CITY DUMP.

(a) Any person desiring to use the City Garbage Dump for the purpose of dumping or disposing of refuse shall first make application for a permit to do so, when application shall be prepared by the Superintendent of the Sanitary Department, or his designated agent, determines that such refuse may be dumped without detriment to the garbage dump of the City, the following charges will be paid therefor:

- (1) Amount carried by hand or automobile - \$1.00 per load
- (2) Amount carried by vehicle with capacity above automobile, to and including half-ton pickup truck - \$2.50 per load.
- (3) Amount carried by vehicle with capacity above half-ton pick-up truck, to and including one ton trucks \$4.00 per load.
- (4) Amount carried by vehicle with capacity in excess of one ton truck, to and including two ton trucks \$6.50 per load.
- (5) Amount carried by vehicle with capacity in excess of two ton truck or packer truck \$13.00 per ~~max~~ load.

Section 7 - All bills for services rendered hereunder shall be due and payable monthly and fees charged hereunder shall be sent out on the utility bill for power, water and gas, or one of them mailed out by the Utilities Department of the City of Fairhope, Alabama, and such fee shall be paid when the said bill is paid, and the said Utilities Department shall not accept payment of any utility bill unless the fee for garbage and trash services hereunder is also paid. All fees collected hereunder shall be net, and all accounts shall be considered delinquent if not paid within the time limit specified in the bill so rendered by the Utilities Department of the City of Fairhope, Ala., All delinquent accounts are subject to the same penalties as are now in effect by the Utilities Department of the City of Fairhope in connection with delinquent accounts for utility service rendered by said City.

Fees for use at the site of the garbage dump shall be paid to the attendant on the site.

Section 8 - Any person, firm, association or corporation violating any provision of these sections and this Ordinance shall be guilty of misdemeanor and, on conviction shall be fined not less than \$1.00 nor more than \$200.00 at the discretion of the City Recorder hearing the case.

(section 9 - If any clause, sentence, section or provision of this Ordinance is held invalid or inoperative, the remainder of the Ordinance shall not be affected thereby.

Section 10 - All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 11 - This Ordinance shall become effective on the 1st day of January, 1972, after due advertisement in legal form.

ADOPTED this the 13<sup>th</sup> day of December, 1971.

CITY OF FAIRHOPE

R.C. Macdon  
As It's Mayor

ATTEST:

Marie Moore  
City Clerk



ORDINANCE NO. 525

AN ORDINANCE TO AMEND ORDINANCE NO. 478 OF THE CITY ORDINANCES OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA FIXING FEES FOR COLLECTION OF GARBAGE OF RESIDENCES --FEES FOR COMMERCIAL ESTABLISHMENTS, HOTELS AND MOTELS - INDUSTRIES, AND FIX FEES FOR THE USE OF THE CITY LAND FILL AREA BY PRIVATE INDIVIDUALS LIMITED TO THE RESIDENT CITIZENS THAT LIVE WITHIN THE CONFINES OF THE CITY LIMITS OF THE CITY OF FAIRHOPE ONLY, AND FIXING A FINE AND PENALTY FOR USE BY ANY OTHER PERSONS, FIRMS OR CORPORATIONS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA: THAT ORDINANCE NO. 478 BE, AND THE SAME IS HEREBY AMENDED TO READ AS FOLLOWS:

Section 2 (1) For single-family dwellings or apartment units within the City of Fairhope, Alabama - \$2.50 per month.

Section 3 Section 3 (A) to read as follows:

A. There is hereby fixed the following fees for collection, hauling and disposing of garbage and trash for commercial establishments, hotels and motels, apartment houses, house trailers within the City of Fairhope, Alabama, as follows:

- (1) Apartment houses with more than one living unit - \$2.50 per month per unit.
- (2) House trailers - \$2.50 per month per trailer.
- (3) Offices - \$2.50 per month each.
- (4) Businesses: (a) Two pickups per week - \$6.00 per month.  
(b) Three pickups per week \$9.50 per month.  
(c) One pick up per day - \$25.00 per month.
- (5) Industries: (a) Two pickups per week - \$6.00 per month.  
(b) Three pickups per week - \$9.50 per month.  
(c) One Pickup per day - \$25.00 per month.

Section 10-9 - Permit to Use City Dump

Section 10-9 of the City Code of Ordinances of the City of Fairhope is hereby amended to read as follows:

(A) The use of the City Land Fill Area, or commonly known as "City Garbage Dump" is hereby limited to the resident citizens of the confines of within the City Limits of the City of Fairhope, and any such resident shall be allowed to use the said City Land Fill Area without charge, during the designated hours as posted at the City Land Fill Area.

(B) All other persons, firms or corporations be, and they are hereby prohibited from using the City Land Fill Area if they are without the confines of the City Limits of the City of Fairhope, Alabama, and any person, firm or corporation who shall be found using the City Land Fill, who are not within the confines of the City Limits, shall, upon conviction, be fined not less than \$100 nor more than \$200.00.

ALL OTHER SECTIONS OF NO. 478, be, and the same are hereby RATIFIED and CONFIRMED except as hereinabove amended.

ALL ORDINANCES, or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

THIS ORDINANCE SHALL BECOME EFFECTIVE on the date of its passage and publication as required by law.

ADOPTED THIS THE 11<sup>th</sup> DAY OF February, 1974.

S/ JAMES P. Nix  
MAYOR

ATTEST:

S/ Marie Moore  
CITY CLERK



ORDINANCE NO. 541

BEIT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the following charges be made for trash pick-up in the City Limits of Fairhope, Alabama:

<u>Amount of Trash</u>	<u>Charges</u>
1 to 10 - 30 Gal. Trash Cans, Bags or Boxes	\$ 1.00
Equal amount Loose	2.00
10 to 20 - 30 Gal. Trash Cans, Bags or Boxes	2.00
Equal Amount Loose	4.00
20 Containers to 1/4 Truck Load	5.50
1/4 to 1/2 Truck Load	7.50
1/2 to 3/4 Truck Load	10.50
3/4 to Full Truck Load	15.00

Trash will be picked up on the North Side of Fairhope Avenue on Monday and Tuesday and on the South Side of Fairhope Avenue on Thursday and Friday. You must call the City Hall and request that it be picked up. No trash should be put on the street until a request for pick-up is made.

Driver of the truck will determine amount picked up and the charge will be added to the utility bill.

ORDINANCE NO. 785

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

I. Section 21-75, City of Fairhope Code of Ordinances, is hereby amended to show the following new monthly GARBAGE RATE:

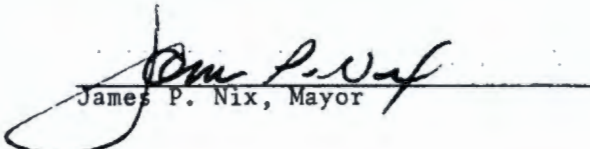
For a single-family dwelling - \$3.25 per month.


- (1) Apartment houses with more than one living unit - \$3.25 per month per unit.
- (2) House trailers - \$3.25 per month each.
- (3) Offices - \$3.25 per month each.

II. Section 21-75 is further amended by the deletion of the words "and trash" throughout the section (21-75).

III. This ordinance shall take effect on the first utility billing cycle next following its due adoption and publication as required by law.

ADOPTED THIS 23 DAY OF March, 1987.

  
James P. Nix, Mayor

  
Evelyn P. Phillips  
City Clerk

ORDINANCE NO. 827

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

I. SECTION 21-75, CITY OF FAIRHOPE CODE OF ORDINANCES, IS HEREBY AMENDED TO SHOW THE FOLLOWING NEW MONTHLY GARBAGE RATES:

FEE PER MONTH:

Single Family Dwellings. . . . \$3.75  
Apartment Houses, per  
living unit. . . . . \$3.75  
House Trailers, per trailer. . \$3.75  
Offices, each . . . . . \$3.75

Businesses:

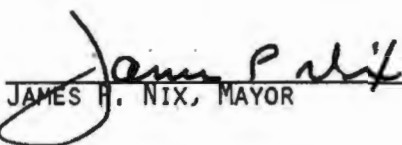
(a) Two pickups per wk . . . \$ 6.50  
(b) Three pickups per wk . . \$10.00  
(c) One pickup per Day . . . \$25.50

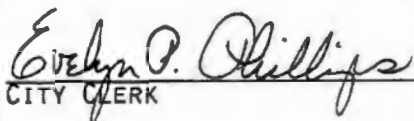
Industries:

(a) Two pickups per wk . . . \$ 6.50  
(b) Three pickups per wk . . \$10.00  
(c) One pickup per Day . . . \$25.50

II. THIS ORDINANCE SHALL TAKE EFFECT ON THE FIRST UTILITY BILLING CYCLE NEXT FOLLOWING ITS DUE ADOPTION AND PUBLICATION AS REQUIRED BY LAW.

ADOPTED THIS 13th DAY OF FEBRUARY, 1989.

  
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JAMES H. NIX, MAYOR

  
\_\_\_\_\_  
Evelyn P. Phillips  
CITY CLERK



ORDINANCE NO. 842

TO AMEND, DELETE, AND ADD TO  
ARTICLE VI, CITY OF FAIRHOPE CODE OF ORDINANCES

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

SECTION ONE. Article VI, (Garbage & Trash), City of Fairhope Code of  
Ordinances, is hereby amended to read as follows:

"ARTICLE VI. GARBAGE AND TRASH, COLLECTION AND DISPOSAL

Sec. 21-70. Definitions.

For purposes of administration and enforcement of this section,  
the following words shall be defined as provided herein:

GARBAGE: All household waste including discarded food, animal and  
vegetable matter, waste paper, cans and glass.

TRASH: All trash including grass and weeds, lawn cuttings, tree  
trimmings, shrubbery cuttings, boxes, crates, and leaves.

CONTAINER: A receptacle sufficiently durable of construction and  
sufficiently tight of closure as to retain contents against spillage.

CONTAINED: Material placed within a container or so bound  
together as to constitute an homogeneous unit resistant to scattering  
into parts or pieces.

CITATION: A written order authorized under this section to be  
issued to person or persons alleged to be in violation thereof,  
directing such person or persons to be present before the Municipal  
Court at the time and place therein prescribed and to answer the  
charges of violation.

COLLECTION DAY: The day or days during Monday through Friday of  
each week which the City has designated as the day for curbside  
collection of garbage or trash in a particular area of the City.

ENFORCEMENT OFFICER: Any officer of the Fairhope Police  
Department; additionally, the person or persons designated by the  
Mayor who shall have the power to issue citations for violations of  
the provisions of this section and who are authorized to file  
complaints with the Municipal Court for violations of the provisions  
of this section, but who shall not have powers of arrest.

FRONTAGE: That area lying between the curblines and the public  
right-of-way and extending between the projections of property lines  
of lots or parcels abutting; the public right-of-way, exclusive of  
traffic lanes and walkways, abutting upon a particular lot or parcel  
of real property.

OCCUPANT: Any person, firm or corporation who, as owner, tenant  
or agent of either, resides upon or makes use of any premises within  
the City; the person who has obligated himself for utility charges,  
until released by the City.

PREMISES: Real property.

STORM DRAIN: Any culvert, conduit, curb, ditch, swale, inlet, grate, catch basin or other device constructed upon the public rights-of-way or easements for the purpose of controlling, receiving, collecting or transporting of surface waters.

TRUCKLOAD: A unit of trash which in its unconfined state would fill a volume of 500 cubic feet.

WALKWAY: Any paved pathway constructed upon and along the public right-of-way for the primary use of pedestrian traffic.

Sec. 21-71. Collection, hauling and disposal service established; collection frequency generally.

There is hereby established a garbage collection, hauling and disposal service to be contracted or operated by the City. The collection under the direction of the mayor will be not less than two (2) times per week except in the business district where there will be no less than one (1) pickup per week.

Sec. 21-72. Same--Trash collection.

The City is zoned into 5 areas and trash will be picked up once per week, Monday through Friday, in each area.

Sec. 21-73. Time and Manner of Placement; Prohibited Placement; Vacation of Premises; Excessive Quantities.

TIME OF PLACEMENT: Except for leaves, lawn cuttings, straw, limbs and plant prunings, no person shall place any garbage, trash, rubbish, debris, or refuse upon the frontage of any premises within the City earlier than 8:00 a.m. on the day preceding scheduled collection day.

MANNER OF PLACEMENT: All garbage shall be placed in a separate container which does not exceed 30 gallons capacity. Loose trash and refuse shall be placed in a container or shall otherwise be contained to prevent scattering. Such contained garbage or trash shall be placed upon the occupant's frontage only.

All garbage containers and other containers shall be removed from the frontage within not more than twenty-four hours after collection.

PROHIBITED PLACEMENT: No person shall place or cause to be placed any garbage, trash, refuse or debris upon any public walkway or within any storm drain or within the traffic lanes of any street within the City. Nor shall any person place any garbage, trash, refuse or debris or any container upon the frontage of another. Nor shall any person place any garbage, trash, refuse or debris of such nature or condition or in such a manner as to endanger any person using the rights-of-way or such as to obstruct the view of any motorist or pedestrian entering, exiting or traveling upon the public way. Dangerous materials and substances are further prohibited by Section 21-74 of this Code of Ordinances. Placement in violation of this section shall constitute the offense of littering as further provided in Section 12-14 of this Code of Ordinances. Further no



contractor or agent thereof shall place any construction or demolition debris or any lot clearing debris on frontages.

VACATION OF PREMISES: Persons moving out of premises shall comply with all requirements of this section. Placement of trash or garbage in violation shall subject violator to all penalties prescribed herein and, in addition thereto, the City may remove offending material and assess the occupant any balance due on utility deposits or, in the case of owner occupied property, may assess the property and file a lien against the same as permitted by law.

EXCESSIVE QUANTITIES: Where any person desires collection of any quantity of trash greater than one truckload, such person shall contact the City's Superintendent of Streets for instructions regarding manner of placement and time of collection.

Sec. 21-74. (include as written).

Sec. 21-75. (include as written).

Sec. 21-76. (include as written).

Sec. 21-77. (include as written).

Sec. 21-78. (include as written).

Sec. 21-79.

PENALTY FOR VIOLATION: Any person violating any provisions of Article VI. Garbage and Trash Collection and Disposal, Fairhope Code of Ordinances, shall, upon conviction, be punished as provided in Section 1-8 of this Code of Ordinances; provided, however, that the fine imposed for violation shall not exceed One Hundred Dollars (\$100.00) for each offense. Provided further that each day the violation continues shall constitute a separate offense."

SECTION TWO. Any ordinance in conflict with this ordinance is hereby repealed.

SECTION THREE. This ordinance shall be effective upon due adoption and publication as required by law.

ADOPTED THIS 11<sup>th</sup> DAY OF September, 1989.

*James P. Nix*  
James P. Nix, Mayor

*Evelyn P. Phillips*  
Evelyn P. Phillips, City Clerk

Ord. No. 842 Published In  
EASTERN SHORE COURIER  
9-17-89  
Phillips City

ORDINANCE NO. 857

AN ORDINANCE TO AMEND FAIRHOPE CODE OF ORDINANCES,  
SECTION 21-75, GARBAGE RATES.

SECTION ONE: Code of Ordinances Section 21-75 is hereby amended  
to read as follows:

"(a) In the exercise of the police power of the city  
and for the purpose of enabling the city to perform  
a governmental function, there is hereby fixed the  
following fees for the collection, hauling, and  
disposing of garbage for residential establishments  
within the city:

Single-family dwellings per month, curb-side . . . . \$ 5.80  
For Back Yard Service, per month . . . . . \$12.00

(b) There is hereby fixed the following fees for  
collection, hauling, and disposing of garbage for  
commercial establishments, hotels and motels, apart-  
ment housing, and house trailers, within the city:

	Fee Per Month
(1) Apartment houses, per living unit, curbside . . . . .	\$ 5.80
(2) House trailers, per trailer, curbside . . . . .	\$ 5.80
(3) Offices, each, curbside . . . . .	\$ 5.80

(For Back Yard Service, Fee Will Be . . . . \$12.00)

(4) Businesses:  
a. Two (2) pickups per week . . . . . \$ 8.55  
b. Three (3) pickups per week . . . . . \$12.05  
c. One (1) pickup per day . . . . . \$27.55

(5) Industries:  
a. Two (2) pickups per week . . . . . \$ 8.55  
b. Three (3) pickups per week . . . . . \$12.05  
c. One (1) pickup per day . . . . . \$27.55

(c) Future rate adjustments. The foregoing rate schedules  
shall be subject to adjustment according to fluctuations  
in the landfill rates charged the city by, but not limited  
to, the Baldwin County Department of Solid Waste, for the  
garbage disposal."

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

ADOPTED THIS 7<sup>th</sup> DAY OF June, 1990.

James P. Nix  
James P. Nix, Mayor

Evelyn P. Phillips  
City Clerk

Ord. No. 857 Published in  
EASTERN SHORE COURIER  
6-13-90  
Evelyn P. Phillips, City Clerk



ORDINANCE NO. 878

AN ORDINANCE TO AMEND AND ADD TO ARTICLE VI, GARBAGE AND TRASH, FAIRHOPE CODE OF ORDINANCES.

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

SECTION 1. Under Sec. 21-70 'Definitions' is hereby amended by the rewording of the following two definitions:

"Contained - Material placed within a container or so bound together as to constitute an homogeneous unit resistant to scattering by animals, wind, or water into parts or pieces.

Container - A receptacle sufficiently durable of construction and sufficiently tight of closure as to retain contents against spillage and rainwater."

SECTION 2. Sec. 21-73 (b) 'Manner of placement' is hereby amended to read as follows:

"All garbage shall be placed in a separate container which does not exceed thirty (30) gallons' capacity; except those non-residential occupants using containers of ninety (90) gallons' capacity. Loose trash and refuse shall be placed in a container or shall otherwise be contained to prevent scattering. Such contained garbage or trash shall be placed upon the occupant's frontage only; except for those occupants paying for backyard service. All containers shall be removed from the frontage within not more than twenty-four (24) hours after collection."

SECTION 3. Sec. 21-73 (c) 'Prohibited placement' is hereby amended to read as follows:

"No occupant shall place or cause to be placed any garbage, trash, refuse or debris upon any public walkway or within any storm drain or within the traffic lanes of any street within the city. Nor shall any occupant place any garbage, trash, refuse or debris or any container upon the frontage of another. Nor shall any occupant place any garbage, trash, refuse or debris of such nature or condition or in such a manner as to endanger any person using the rights-of-way or such as to obstruct the view of any motorist or pedestrian entering, exiting or traveling upon the public way. Dangerous materials and substances are further prohibited by Section 21-74 of this Code of Ordinances. No occupant shall place their generated garbage, trash, refuse or debris in containers that are designed for pedestrian use on the city streets. Open pits, open enclosures, or any form of open containment is prohibited and will not be serviced. Placement in violation of this section shall constitute the offense of littering as further provided in Section 12-14 of this Code of Ordinances. Further, no contractor or agent thereof shall place any construction or demolition debris or any lot clearing debris on frontages."

SECTION 4. Sec. 21-75 'Rates' is hereby amended to read as follows:

"In the exercise of the police power of the city and for the purpose of enabling the city to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the city:

- (a) Residential Occupants Monthly
- |  |         |
|--|---------|
| Single-family dwellings, curbside . . . . .      | \$ 5.80 |
| Apartment houses, per living unit, curbside. . . | \$ 5.80 |
| House trailers, per trailer, curbside . . . . .  | \$ 5.80 |
| Backyard service for above . . . . .             | \$12.00 |

(b) Non-residential Occupants  
 Each entity classified as a non-residential occupant shall be limited to two (2) thirty-gallon containers per weekly pick up. Any occupant needing more than two (2) thirty-gallon containers may use approved ninety-gallon containers.

Container	Service per Week	Monthly Rate
2 - 30 gal	0/1	\$ 8.55
2 - 30 gal	2	\$ 8.55
2 - 30 gal	3	\$ 16.67
2 - 30 gal	4	\$ 22.23
2 - 30 gal	5	\$ 27.79
1 - 90 gal	2	\$ 10.25
1 - 90 gal	3	\$ 19.98
1 - 90 gal	4	\$ 26.65
1 - 90 gal	5	\$ 33.31

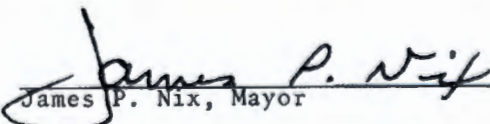
These rates will apply for not less than six-month intervals. If more than one ninety-gallon container is required, rates will be multiplied by number of containers needed.

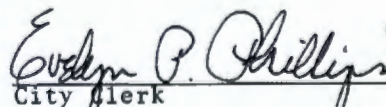
Nothing shall prevent an occupant from contracting for garbage service with other licensed collectors within the city; however, the minimum monthly charge must be paid the city by every occupant."

SECTION 5. These rates shall be effective on the first billing cycle after this ordinance is duly adopted and published.

SECTION 6. This ordinance shall be effective immediately upon its due adoption and publication as required by law.

ADOPTED THIS 13<sup>th</sup> DAY OF May, 1991.

  
 \_\_\_\_\_  
 James P. Nix, Mayor

  
 \_\_\_\_\_  
 Evelyn P. Phillips  
 City Clerk



ORDINANCE NO. 927

AN ORDINANCE TO AMEND CODE OF ORDINANCES, ARTICLE VI, GARBAGE AND TRASH COLLECTION AND DISPOSAL, SECTION 21-75: RATES.

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Article VI, Section 21-75, is hereby amended to reflect the following Garbage Rates:

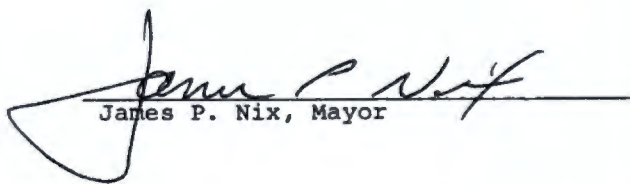
		<u>PER MONTH</u>
RESIDENTIAL		
Single Family		\$ 6.80
Apartment House		\$ 6.80
House Trailer		\$ 6.80
Backdoor Service		\$ 14.00
NONRESIDENTIAL		
<u>Container</u>	<u>Service/week</u>	
2 30-gal	1	\$ 9.55
	2	\$ 9.55
	3	\$ 18.70
	4	\$ 25.00
	5	\$ 31.10
1 90-gal	2	\$ 11.25
	3	\$ 22.00
	4	\$ 29.30
	5	\$ 36.65

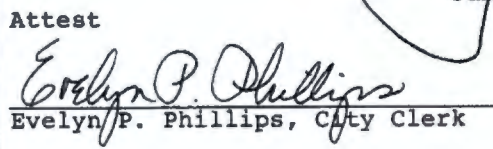
Balance of Section 21-75 remains as written, amount of rates amended only.

Section 2. The above amended garbage rates shall go into effect on the first billing cycle after 1 April 1993.

Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 22<sup>nd</sup> DAY OF MARCH, 1993.


  
James P. Nix, Mayor

Attest  
  
Evelyn P. Phillips, City Clerk

Ord. No. 927 Published in  
EASTERN SHORE COURIER  
on 3-27-93  
E. Phillips City Clerk



## Memorandum

From: Richard D. Johnson, P.E., Public Works Director 

To: Sherry Sullivan, Mayor & Jack Burrell, Council President

Thru: Lisa Hanks, City Clerk

CC: City Attorney; ADA Transition Team; Treasurer; File

Date: August 25, 2021

Subject: ADA – HCR 40-DOT #2018-0252 – ADA Compliance Southland Place Subdivision – Professional Services Contract for Engineering Design

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### Mayor and Council President:

This memo is about an ongoing process involving an American with Disabilities Act (ADA) sidewalk complaint from a resident in Southland Place Subdivision. On March 6, 2020, the City received the Letter of Findings. In its findings, the FHWA has determined that Pedestrian facilities under City's jurisdiction were constructed in a manner that did not meet ADA requirements. The LOF list specific addresses on three streets with compliance issues. FHWA has directed Voluntary Compliance and requires the City to take the following actions: Correct all deficiencies regarding the inaccessible sidewalks and missing curb ramps at the subject locations.

The City engaged Neel-Schaffer, Inc (Transportation Engineers) to conduct a complete assessment of the neighborhood for ADA compliance per Public Right-of Way Accessibility Guidelines (PROWAG). They have identified the areas requiring compliance defined within the LOF and have proposed a fee for survey, engineering, and design (attached).

In our approved Voluntary Response to FHWA, the City committed to engaging a qualified engineer to design the project in order to bring the subject sidewalks into compliance. Due to COVID19 and Hurricane Sally, FHWA granted the City an extension on our proposed timeline. We have reached the point where we must enter into contract for the design work.

This is a request authorizing the Mayor to enter into Contract with Neel-Schaffer, Inc (Transportation Engineers) for \$74,066.00 (Not To Exceed) for the Corridor Study, Survey, Design and Project Letting for Project: ADA – HCR 40-DOT #2018-0252 – ADA Compliance Southland Place Subdivision. This fee is based upon the approved scope of work. This contract will meet the Voluntary Compliance timeline as follows:



- a. Final Project Scope of Work (SOW) to be performed by 08/31/2021 – To be submitted for Review and Approval by FHWA Alabama Division
- b. Based on approved SOW have Engineering under contract by 09/30/2021
- c. 60% Design Review Drawings by 11/30/2021 – To be submitted for Review and Approval by FHWA Alabama Division
- d. Final Design Completed by 12/31/2021
- e. Project Letting by 03/15/2022
- f. Construction Start by 05/01/2022
- g. Project Completion by 12/31/2022

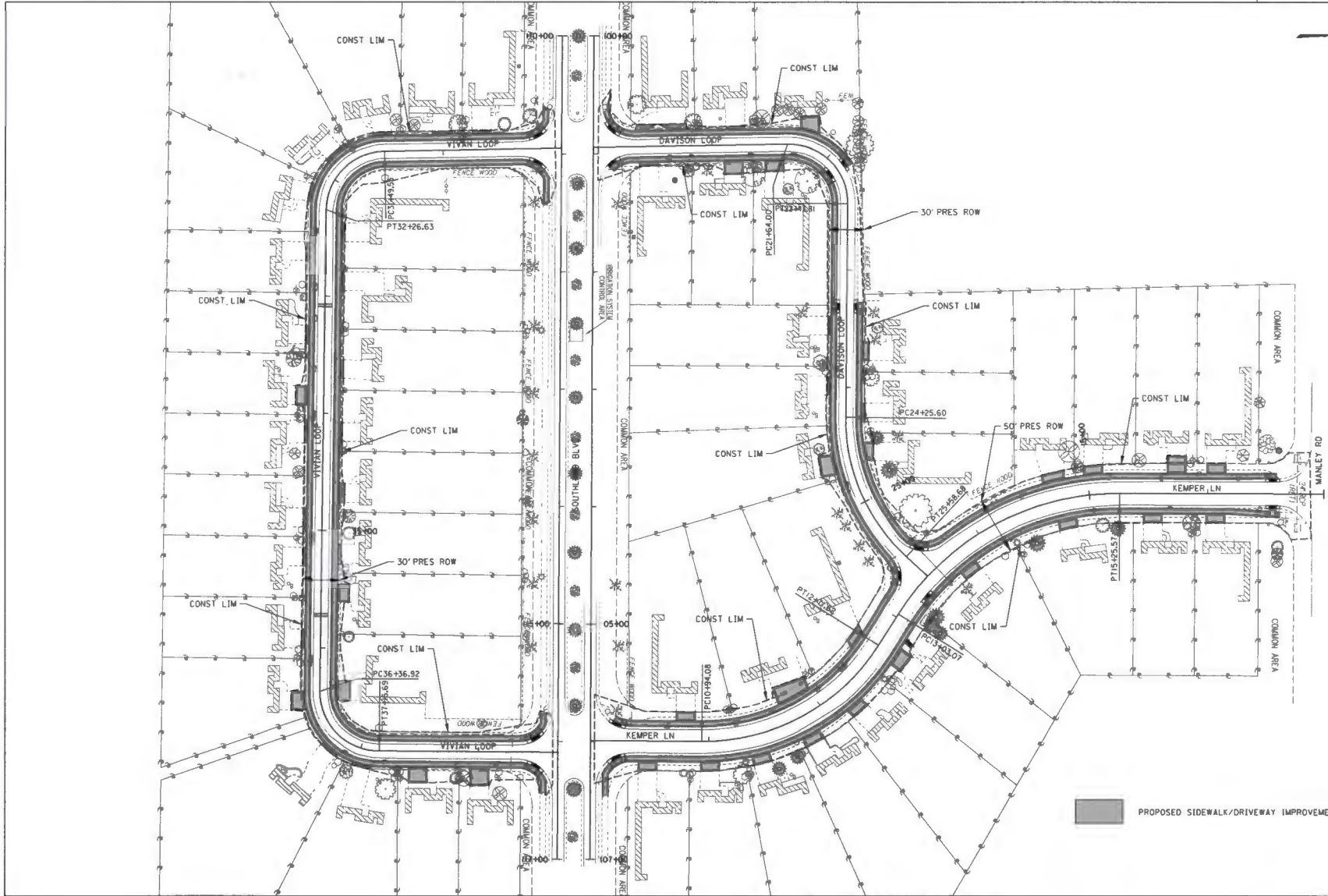
By approving this by resolution, we committing to a fix plan of action on design for compliance. Once the design is reviewed and approved by FHWA, the expectation will be that the City moves into the construction phase in a timely manner.

Yours,

RDJ

# PLAN - SOUTHLAND SUBDIVISION

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
ADA-MCR 40-DOT *2018-0252	2022	X



PLAN SUBMITTAL

**NEEL-SCHAFER**  
Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION

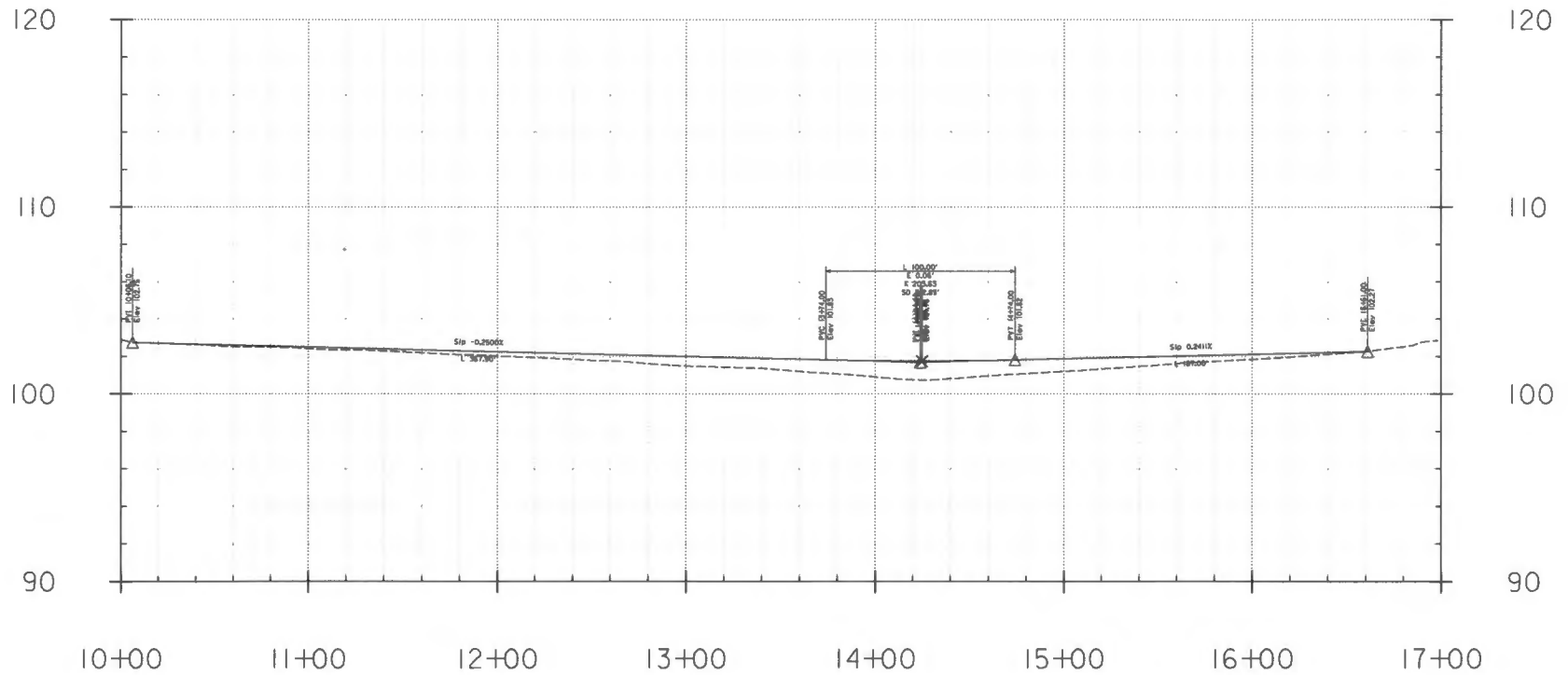


SHEET TITLE  
PLAN SOUTHLAND SUBDIVISION

ROUTE  
SOUTHLAND SUBDIVISION

# PROFILE - KEMPER LN

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
ADA-HR 40-007 *2018-0252	2022	X



PLAN SUBMITTAL

**NEEL-SCHAFFER**  
Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION

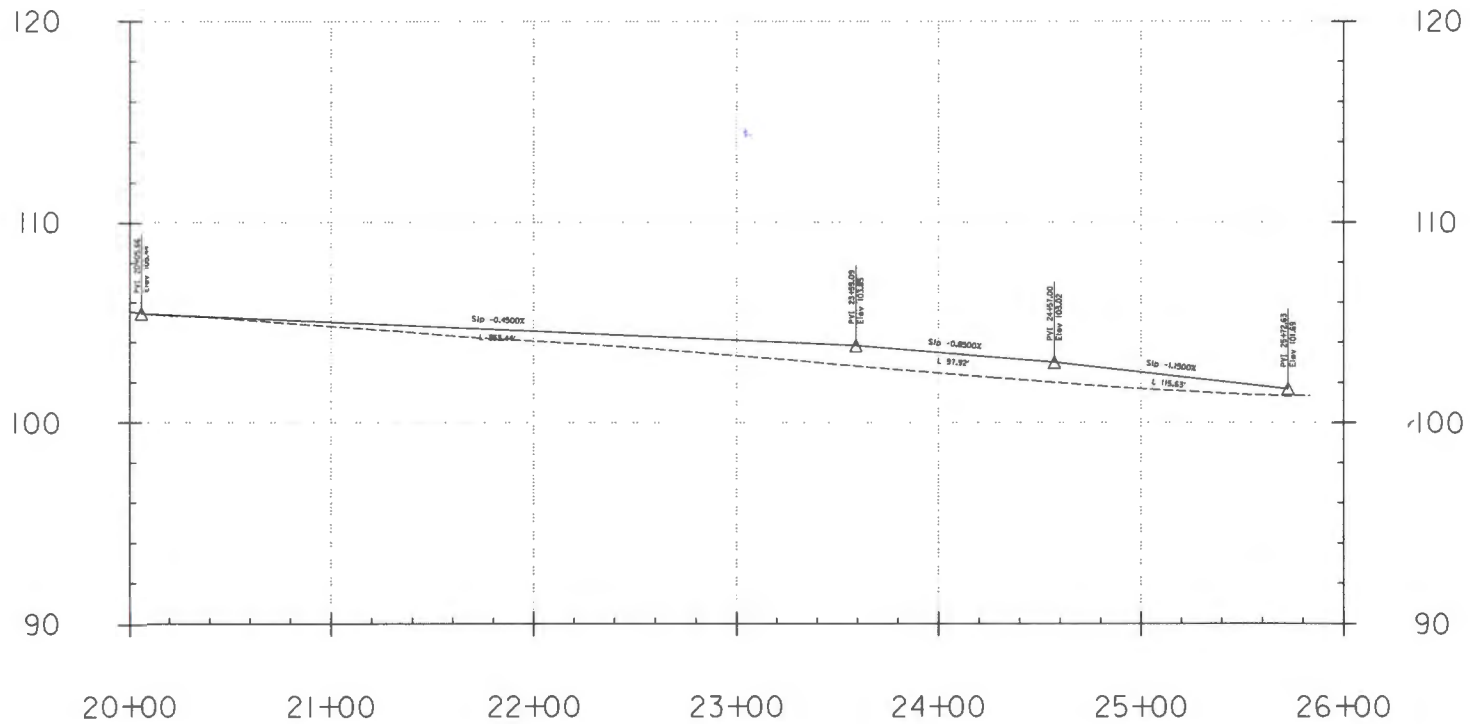


SHEET TITLE  
PROFILE  
KEMPER LN

ROUTE  
SOUTHLAND  
SUBDIVISION

# PROFILE - DAVISON LOOP

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
ADA-HER 40-DOT #2018-0252	2022	X



PLAN SUBMITTAL

**NEEL-SCHAFFER**  
Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION

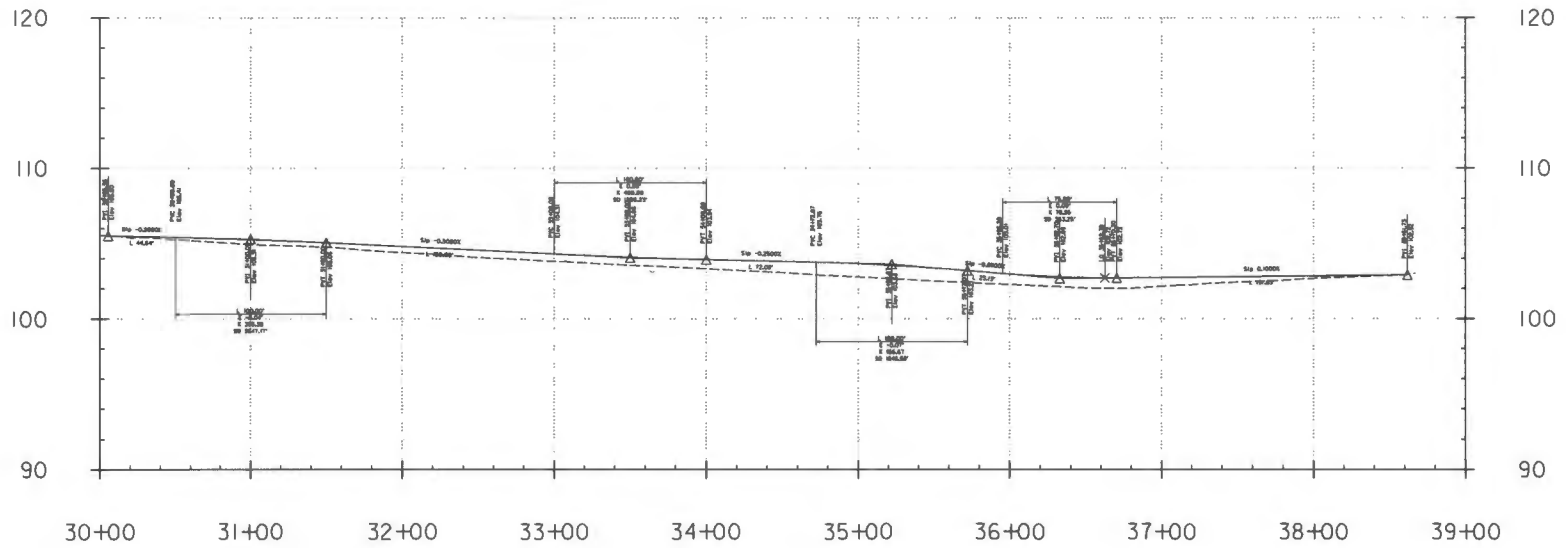


SHEET TITLE  
PROFILE  
DAVISON LOOP

ROUTE  
SOUTHLAND  
SUBDIVISION

# PROFILE - VIVIAN LOOP

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO.
ADA-HCR 40-DOT *2018-0252	2022	X



PLAN SUBMITTAL

**NEEL-SCHAFFER**  
*Solutions you can build upon*  
 ADA COMPLIANCE AT SOUTHLAND SUBDIVISION

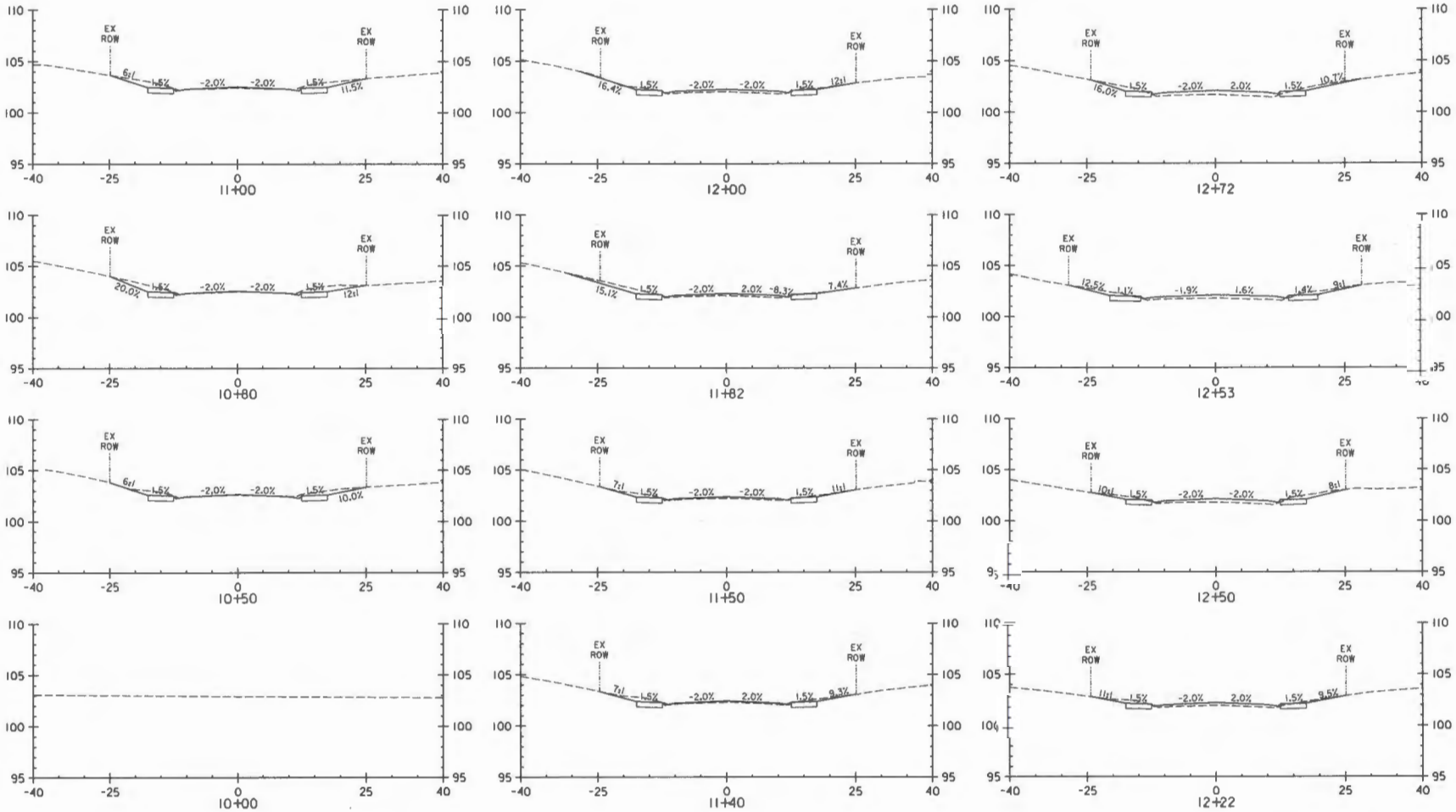


SHEET TITLE  
 PROFILE  
 VIVIAN LOOP

ROUTE  
 SOUTHLAND  
 SUBDIVISION

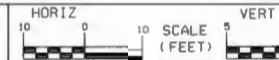
# CROSS SECTIONS - KEMPER LN

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
ADA-MCR 40-DOT *2018-0252	2022	XX



PLAN SUBMITTAL

**NEEL-SCHAFFER**  
Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION



SHEET TITLE  
CROSS SECTIONS  
KEMPER LN  
STA 10+00 TO STA 12+72

ROUTE  
SOUTHLAND  
SUBDIVISION

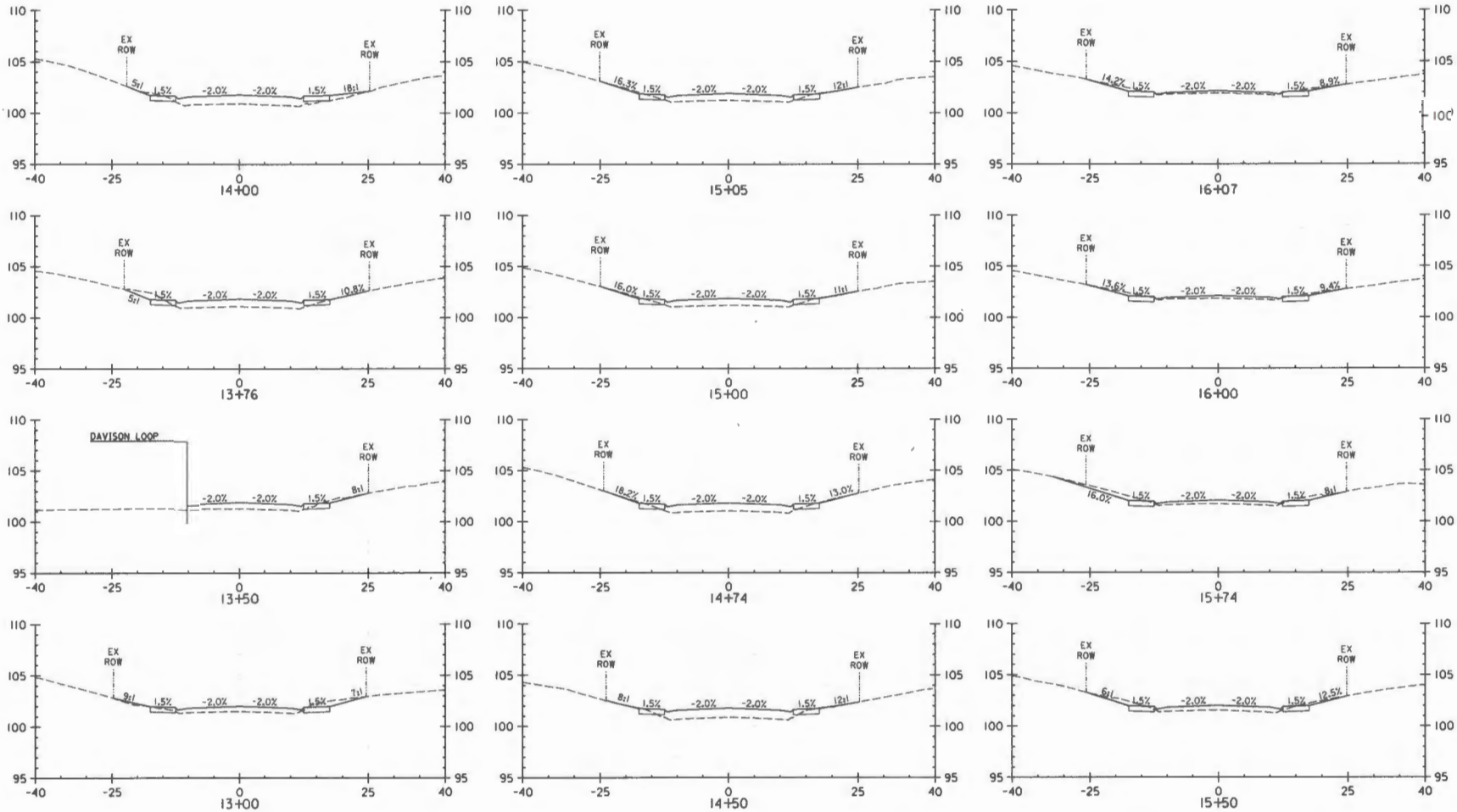


# CROSS SECTIONS - KEMPER LN

REFERENCE PROJECT NO.  
ADA-MCR 40-DOT \*2018-02\_3

FISCAL YEAR  
2022

SHEET NO.  
XX



PLAN SUBMITTAL

**NEEL SCHAFER**  
Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION

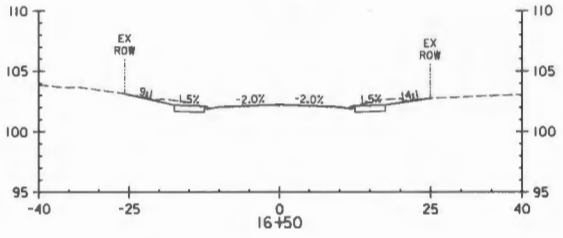
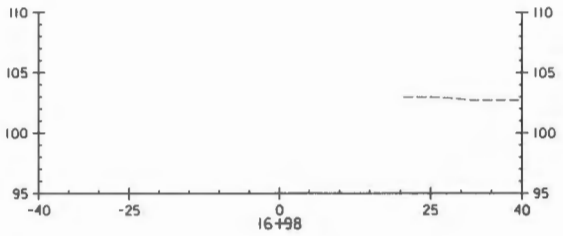


SHEET TITLE  
CROSS SECTIONS  
KEMPER LN  
STA 13+00 TO STA 16+07

ROUTE  
SOUTHLAND  
SUBDIVISION

# CROSS SECTIONS - KEMPER LN

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
ADA-HCR 40-DOT *2018-025	2022	XX



PLAN SUBMITTAL

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Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION

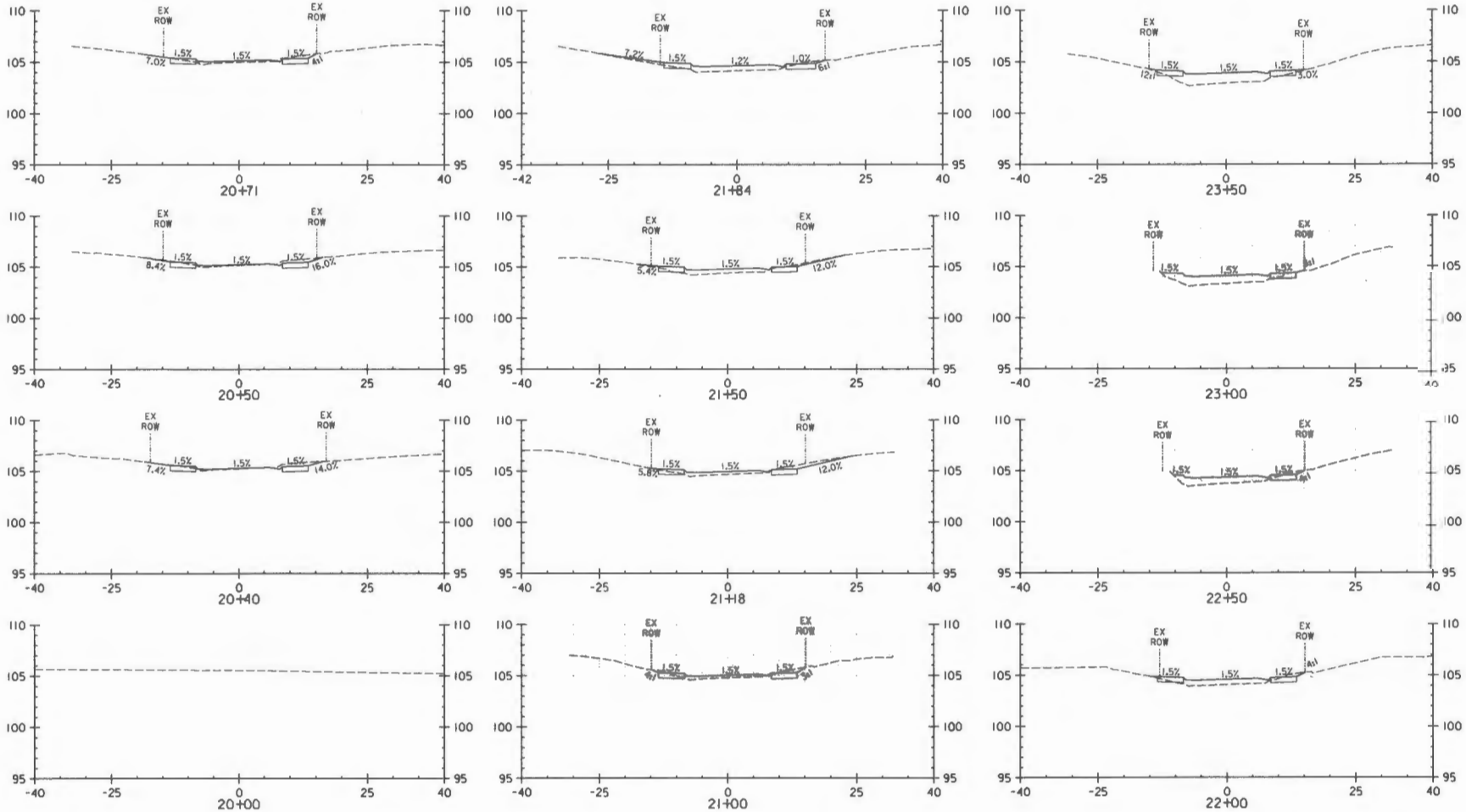


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STA 16+50 TO STA 16+98

ROUTE  
SOUTHLAND  
SUBDIVISION

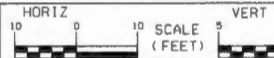
# CROSS SECTIONS - DAVISON LOOP

REFERENCE PROJECT NO ADA-HCR 40-DOJ #2018-0252	FISCAL YEAR 2022	SHEET NO XX
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PLAN SUBMITTAL

**NEEL-SCHAFFER**  
Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION



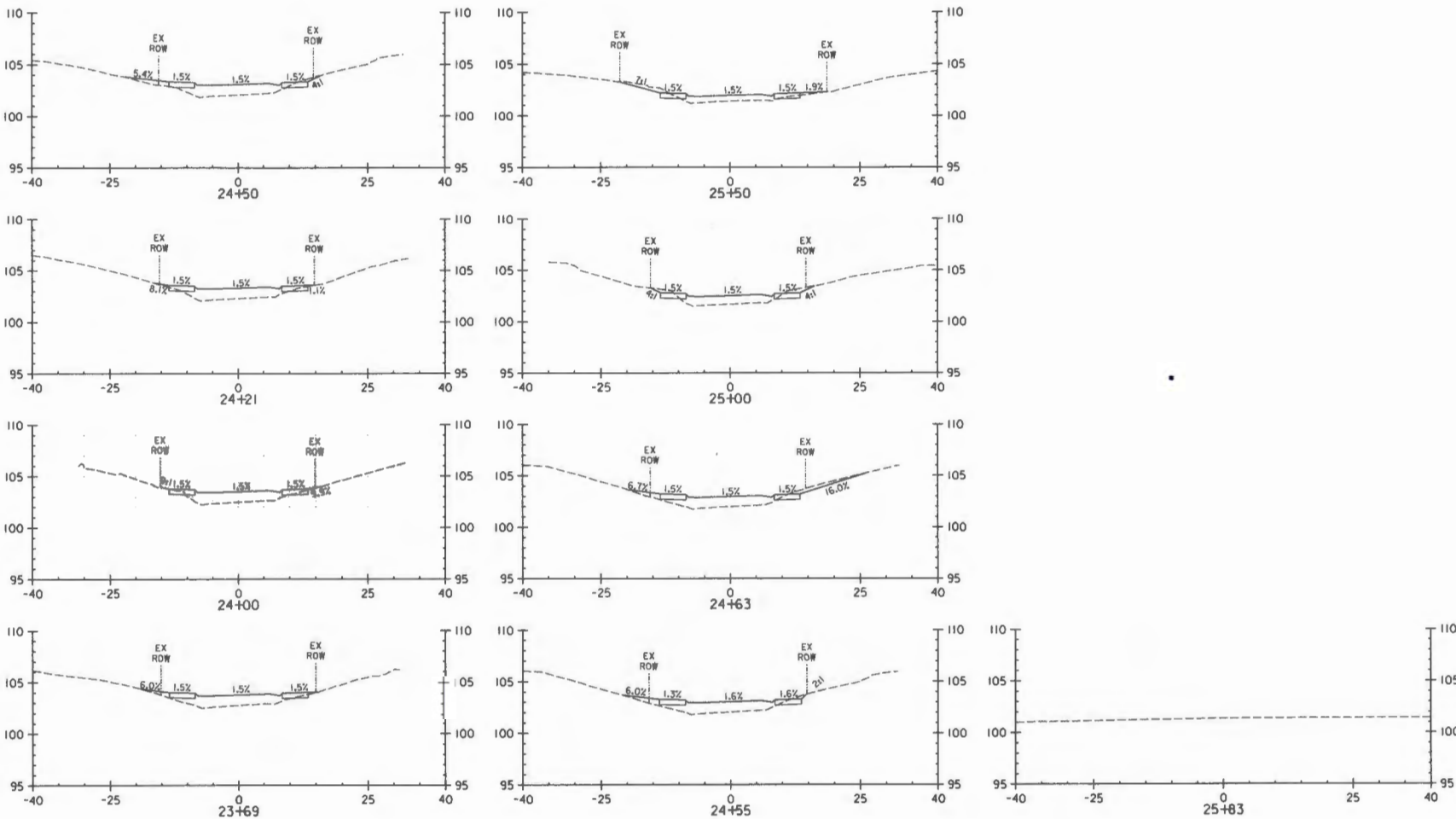
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DAVISON LOOP  
STA 20+00 TO STA 23+50

ROUTE  
SOUTHLAND  
SUBDIVISION



# CROSS SECTIONS - DAVISON LOOP

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
ADA-HCR 40-DOT *2018-0252	2022	XX



PLAN SUBMITTAL

**NEEL SCHAFER**  
Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION

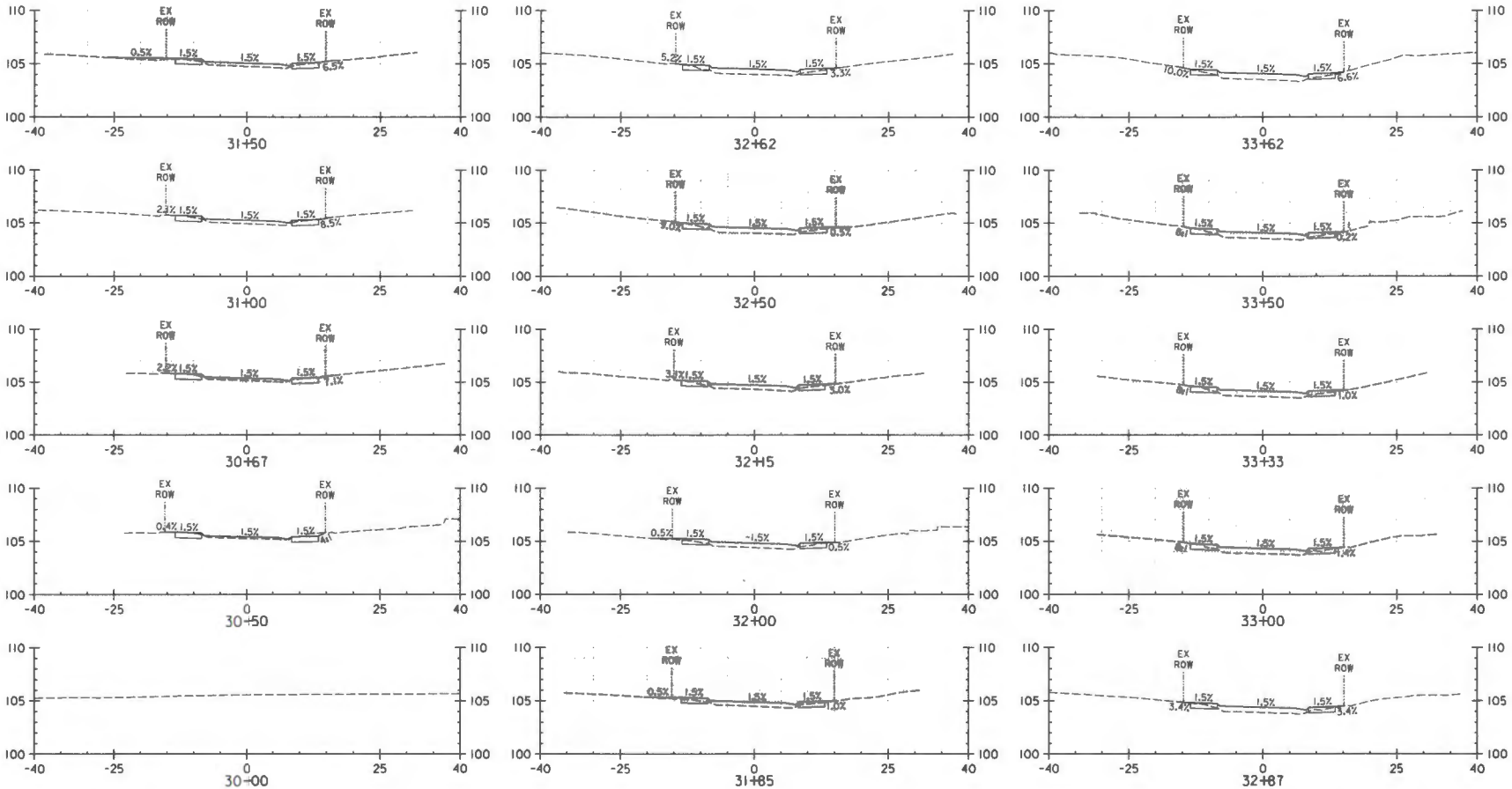


SHEET TITLE  
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DAVISON LOOP  
STA 23+69 TO STA 25+83

ROUTE  
SOUTHLAND  
SUBDIVISION

# CROSS SECTIONS - VIVIAN LOOP

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
ADA-HCR 40-DOT #2018-0252	2022	XX



PLAN SUBMITTAL

**NEEL SCHAFFER**  
 Solutions you can build upon  
 ADA COMPLIANCE AT SOUTHLAND SUBDIVISION

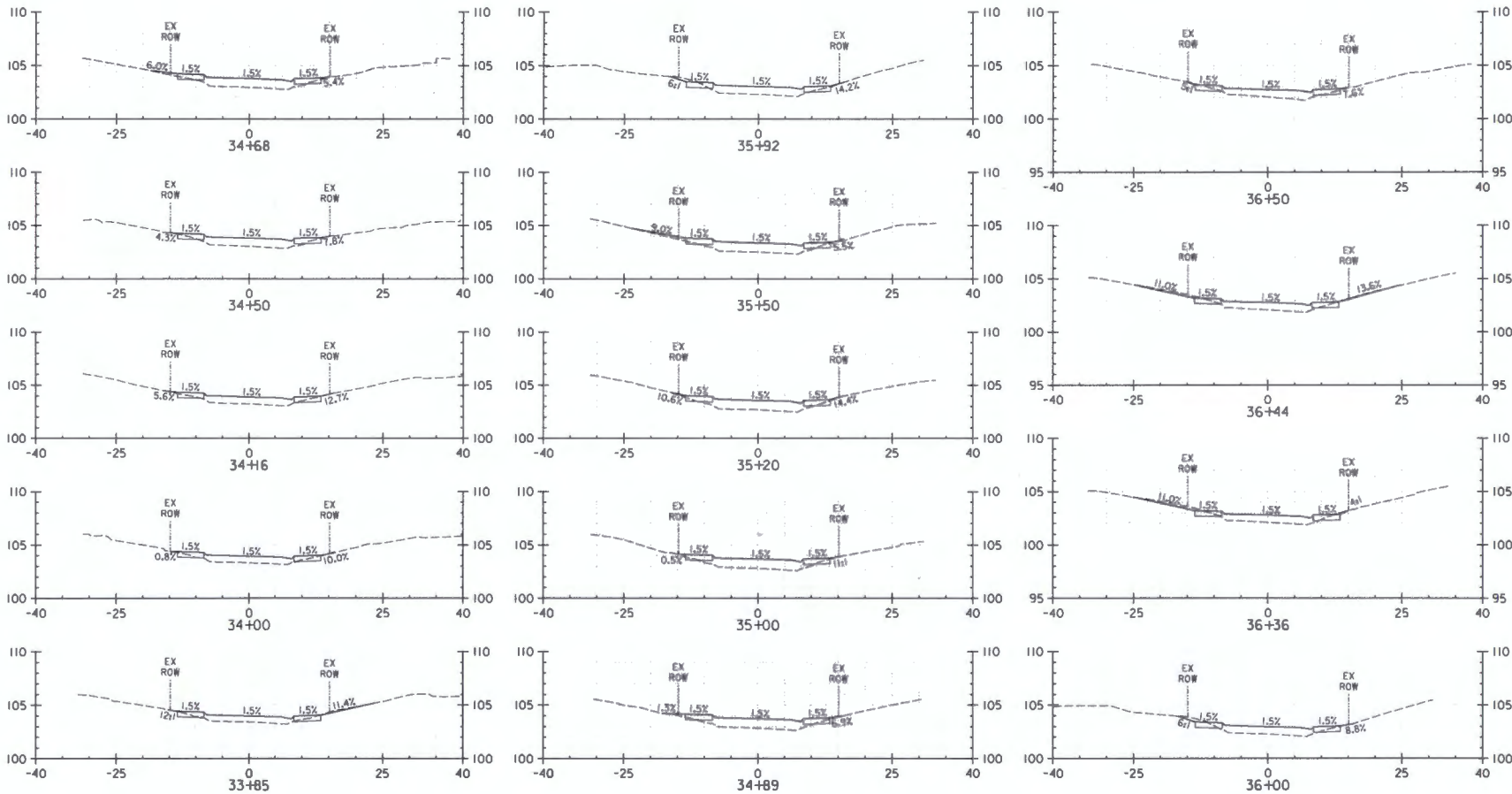


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 VIVIAN LOOP  
 STA 30+00 TO STA 33+62

ROUTE  
 SOUTHLAND  
 SUBDIVISION

# CROSS SECTIONS - VIVIAN LOOP

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
ADA-HR 40-DOT #2018-0252	2022	XX



PLAN SUBMITTAL

**NEEL-SCHAFFER**  
Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION



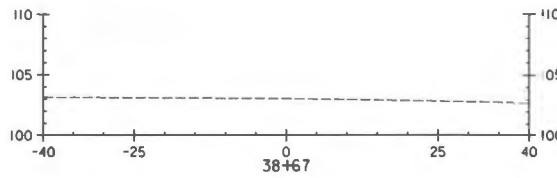
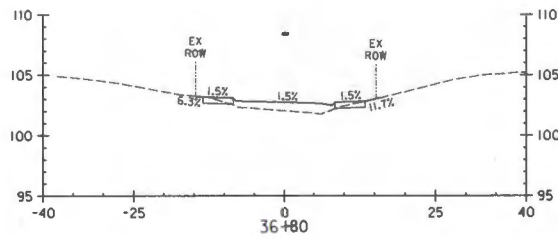
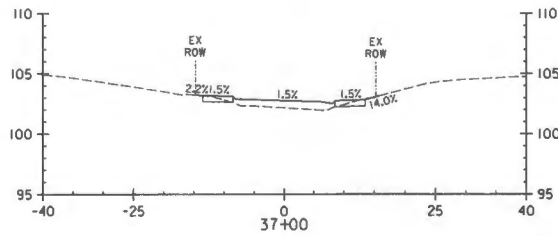
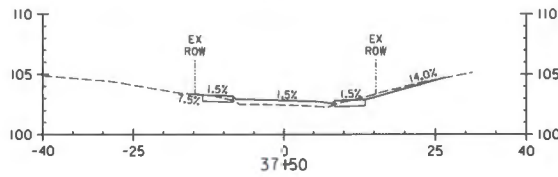
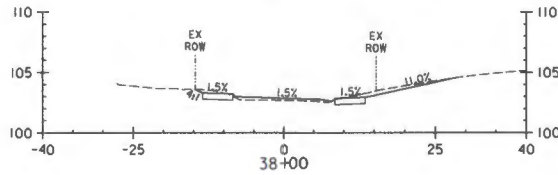
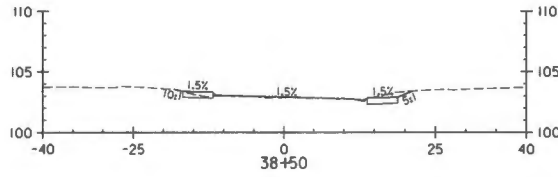
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STA 33+85 TO STA 36+50

ROUTE  
SOUTHLAND  
SUBDIVISION



# CROSS SECTIONS - VIVIAN LOOP

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
ADA-HR 40-001 *2018-0252	2022	XX



PLAN SUBMITTAL

**NEEL-SCHAFFER**  
Solutions you can build upon  
ADA COMPLIANCE AT SOUTHLAND SUBDIVISION



SHEET TITLE  
CROSS SECTIONS  
VIVIAN LOOP  
STA 36+80 TO STA 38+67

ROUTE  
SOUTHLAND  
SUBDIVISION

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 25 JULY 2022 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 11 July 2022 Regular City Council Meeting and the minutes of 11 July 2022 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** - Ordinance –Amend Zoning Ordinance No. 1253  
Zoning Ordinance Amendment – ZC 22.05
  - Request to zone Corte Rockwell Place, LLC to B2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 34.41 acres and is located on the northeast corner of State Highway 104 and State Highway 181, at 22148 State Highway 181. PPIN Number: 108453.  
(Introduced on July 11, 2022 at the City Council Meeting)
6. **Final Adoption** - Ordinance –Amend Zoning Ordinance No. 1253  
Zoning Ordinance Amendment – ZC 22.07
  - Proposed amendment to change and alter the City of Fairhope Zoning Ordinance to revise, Article III, Section B. Table 3-1, Use Table, be amended as Zoning District M-1 to allow a Kennel or Animal Hospital use permitted only on appeal and subject to special conditions. (Introduced on July 11, 2022 at the City Council Meeting)
7. Ordinance – An Ordinance to Repeal Ordinance No. 1012 and Repeal and Replace Ordinance No. 1254 known as the “City of Fairhope Right-of-Way Construction and Administration Ordinance.”  
(Introduced on July 11, 2022 at the City Council Meeting)
8. Ordinance – An Ordinance to Amend Ordinance No. 1510 Known as the Personnel Rules, Policies and Procedures Ordinance. Adding Section 3.06 Hurricane Operations Plan for City Employees.  
(Introduced on July 11, 2022 at the City Council Meeting)
9. Site Plan Review and Approval – Request of WCTT Properties LLC for Site Plan Approval of 309 South Ingleside. The subject property is zoned B-3b, lies within the Medical Overlay District, and is approximately 70,667 SF. The property is located at the northeast corner of Nichols Avenue and South Ingleside Street. PPIN Number: 25788. (Planning Commission unanimously voted to recommend City Council approve SR 22.06.)
10. Resolution - That the City of Fairhope supports the Alabama Department of Transportation’s application for a Bridge Investment Program Grant and any other sources of federal funding that may become available.
11. Resolution – That the City of Fairhope does hereby consent and agree to the transfer and assignment of the Lease held by Ricci Company, LLC or its affiliate, SHUX, LLC (the “Gambino Entity”) to TBT Fairhope, LLC.

12. Resolution – That City Council hereby approves an extension of Sewer Main Point Repair and Bypass Connections (Bid 009-19) to W.R. Mitchell Contractor for the following projects: St. Michael’s Way, Bancroft, and Mannich Court until September 30, 2022. The extension is due to COVID-19, rain delays, and labor shortage. The current rate of the contract will remain the same and the contractor bond will not be called.
13. Resolution – That the City Council awards (Bid No. 019-22) Water Treatment Plant No. 3 Expansion for the Water and Wastewater Department to The Creel Company for a total cost not-to-exceed \$7,589,893.00. Funding of the award for the FY22 Budget is \$3,000,000.00 and the proposed FY23 Budget is \$4,589,893.00.
14. Resolution – That the City Council awards (Bid No. 027-22) Arts Alley Downtown Transit Hub for the Public Works Department to RH Deas Building Co., LLC with a total bid proposal of \$1,687,711.00; and a General Fund Balance Transfer to cover additional cost.
15. Resolution - That the City of Fairhope has voted to procure an Offsite Data Backup System from Cspire Datacenter to replace the server the City currently uses for the IT Department; system is on contract through the National Cooperative Purchasing Alliance (NCPA) Contract Number #01-97, therefore, does not have to be let out for bid. The annual cost for product and service not-to-exceed \$39,680.00.
16. Resolution - That the City of Fairhope has voted to procure a Bush Hog TDC1200 Finishing Mower (Batwing Mower) or equivalent for the Quail Creek Golf Course; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$25,300.00.
17. Resolution – That the City of Fairhope has voted to procure VirTra-Virtual Interactive Coursework and Training Academy™ (certified simulator training curriculum) for the Police Department from VirTra as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$68,612.74.
18. Resolution – That the City of Fairhope approves the procurement of an Altec Truck Model LR860-E70 with an Overcenter Articulating Aerial Device (Insulated) for the Electric Department; and the truck is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$218,057.00.
19. Resolution - That the City of Fairhope approves the procurement of Roof Repairs for two (2) Buildings at the Quail Creek Golf Course Maintenance Area for this Public Works project to Roof Doctors with a total amount not-to-exceed \$12,150.00.
20. Resolution - That the City of Fairhope approves the procurement for Labor for the Upgrades to Visitor’s Side of the Municipal Football Stadium by MH McLaughlin, LLC in the amount of \$21,360.00 plus \$13,500.00 Materials for a total of \$34,860.00.
21. Resolution - That the City of Fairhope amends the Budget for FY2021-2022 as recommended and presented; and authorizes the City Treasurer to make the necessary changes.



22. Appointment – Nicole Love and Reappointment – Jim Horner and Ben Frater – Fairhope Environmental Advisory Board
23. Reappointment – Katie Bolton, Chris Riley and Gary Gover – Fairhope Pedestrian & Bicycle Committee
24. Public Participation – (3 minutes maximum)
25. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, July 25, 2022 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, July 25, 2022 – Council Chambers**

**Next Regular Meeting – Monday, August 8, 2022 - Same Time and Place**

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, 11 July 2022.

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

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

The following topics were discussed:

- The first item on the agenda was the Discussion to repeal Ordinance No. 665, Section 21-47. Fluoridation. Mayor Sullivan began the discussion and said this is a 1980 Ordinance; and said she researched and other sources have it in them. She commented we need to protect our employees from the chemical. Water and Wastewater Superintendent Jason Langley addressed the City Council and said we only feed half the dose as before.

Councilmember Burrell said we discussed this about 8 to 10 years ago; and Dr. Barry Boothe said this was one of the top 10 achievements over the years. He said fluoride is in toothpaste and never been held liable for in court damages to anyone. He commented it helps with tooth decay.

Councilmember Martin questioned why we would do this. Fluoride is backed by all of the Medical Associations. He said in the United States, water and processed beverages provide approximately 75% of a person's fluoride intake. Councilmember Martin said he does not see the benefit to remove and it does not hurt the public.

Councilmember Boone said he does not see why we need to remove it from the water. Councilmember Robinson said he needs more information to make a decision. Councilmember Burrell said removal of fluoride led to higher levels of tooth decay. The consensus of the City Council was to remove Agenda Item Number 8 from the City Council agenda.

- The next item on the agenda was the Greens Resurfacing Report by Grounds Manager Tomm Johnson. He addressed the City Council and told them that 100 percent of all greens will not have to be replaced. Mr. Johnson mentioned drainage issues on each green will cost between \$25,000.00 to \$30,000.00. He told the City Council he wants to purchase a batwing mower which is needed for our grounds and will be pulled by a John Deere Tractor. Mr. Johnson told them about a Weed Scientist Contest he held where the scientist that found the most weeds won the contest. Mr. Johnson said the winner of the contest found 11 weeds in 213 acres.

Monday, 11 July 2022

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Mr. Johnson told the City Council he has been running the golf course with four people including himself. He said, "I am proud of my staff and their hard work." Mr. Johnson said we still need mats for the driving range. He thanked his staff once again.

- Councilmember Martin gave an update on the Fairhope Environmental Advisory Board who wants to present the Resiliency Index at the Work Session on August 8, 2022.

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

- Public Works Director Richard Johnson addressed the City Council and explained Agenda Items No. 7, No. 9, No. 21, No. 22, No. 13, No. 14, No. 15, No. 16, No. 19, and No. 20; and answered any questions if needed. He said the chiller for the Fairhope Public Library has been installed.

He explained Agenda Item No. 9 in detail and said our garbage count is 10,295 with trash and recycling being 8 percent. Mr. Johnson mentioned how many times they collect for commercial, specifically the restaurants in the Central Business District. Mayor Sullivan said we still pick up trash and recyclables from commercial customers. Councilmember Martin questioned how or when the fee for everyone was put in place. He also wanted an explanation on low income citizens and no garbage service but gets charged. Mayor Sullivan said there is 8.8 percent that do not get garbage service. Councilmember Burrell said we buy garbage trucks and recycling trucks. Mayor Sullivan said the apartment Managers will verify the income.

- Councilmember Robinson said it is a service for every citizen of Fairhope. Councilmember Martin questioned garbage fees and no service. Councilmember Robinson commented if someone does not have access to our service, they should not pay. He asked for an example of someone who does not have access. Mr. Johnson mentioned Fly Creek Apartments and Publix do not have access to City garbage. Councilmember Boone said the landfill is open for all citizens; and we provide a service that is available to everybody. He said the gate is open every day; and these services are here for them. Council President Conyers said we captured the spirit in the proposed ordinance. Councilmember Martin said you need to explain to me why I am getting billed and do not have this service.
- Mr. Johnson said we have two street sweeper that clean every day; two employees who pick up litter every day, keep public places cleaned and mowed; and all receptacles cleaned around Fairhope and in our parks. Councilmember Burrell suggested ale carte items for citizens. City Attorney McDowell said the exemption is for health, safety, and welfare of citizens. Councilmember Robinson everyone gets charged for our service whether they use it or not. Councilmember Martin stated we need to educate everyone of what they are being charged.
- Mr. Johnson said the two debris contracts are some of the most important contracts for Public Works. He explained each one and answered questions. Councilmember Burrell questioned the debris being moved twice. Mr. Johnson said we move, reduce, and take to landfill that must be permitted for inert vegetation.



Monday, 11 July 2022

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City Treasurer Kim Creech told the City Council that this was FEMA's rule for the reduction due to cost. Mr. Johnson reiterated what Ms. Creech said about reducing the cost for the amount going into landfill. Councilmember Burrell also questioned fuel and cost varying for the two extensions. Mr. Johnson said if the cost went down significantly, we would go out for bid on the extensions.

- Planning Director Hunter Simmons addressed the City Council and mentioned the moratorium and the news being misquoted.
- Gas Superintendent Jeremy Little addressed the City Council and explained Agenda Item No. 17; and answered any questions if needed. He said we use them on safety and time sensitive projects.
- City Treasurer Kim Creech addressed the City Council and explained Agenda Item No. 23; and answered any questions if needed. Ms. Creech told the City Council that she is preparing and RFP for the Reserve Funds.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:54 p.m.

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James Reid Conyers, Jr.,  
Council President

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Lisa A. Hanks, MMC  
City Clerk

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

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

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

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

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

The property of Corte Rockwell Place, LLC, generally located at 22148 State Highway 181, Fairhope, Alabama.

**PPIN # 108453**

**Legal Description:** (Case number ZC 22.05)

Commence at the Northeast corner of the SW 1/4 of the SW1/4 of Section 2, Township 6 South, Range 2 East, Saint Stephens Meridian for a POINT OF BEGINNING; thence run W, along the North line of the SW 1/4 of the SW 1/4 of said Section 2 for 1,198 feet, more or less, to a point on the East Right of Way of Alabama Highway 181; thence run S 00°17'55" West for 621.75 feet; thence continuing along said Right of Way, run S 44°42'28" E for 42.43 feet; thence continuing along said Right of Way, run S 00°17'32" W for 23.71 feet to a point on the North line of a parcel leased to Colony Fence Company; thence run N 89°52' E, along Colony Fence parcel, for 149.02 feet, more or less; thence run S 02°04' E, continuing along Colony Fence parcel, for 181.09 feet; thence continuing along Colony Fence parcel run S 89°52' W for 185.91 feet, more or less, to a point on the East right of way of said Alabama Highway 181; thence run along said right of way S 00°17'32" W, for 380.07 feet; thence continuing along said right of way run S 43°51'20" E for 71.63 feet to a point on the N right of way of Alabama Highway No. 104; thence run E, along the N right of way of Alabama Highway 104, for 1,173 feet, more or less; thence run N along the E line of the SW1/4 of the SW1/4 of said Section 2 for 1,292 feet, more or less to the P.O.B. Tract lies in Section 2, T6S, R2E, Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation.

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

**The property is hereby initially zoned B-2, General Business District, concurrent with annexation into the City of Fairhope.** This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

Page -2-

**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 25th day of July, 2022.

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

Attest:

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

Adopted and approved this 25th day of July, 2022.

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

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

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

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

**The property is hereby initially zoned B-2, General Business District, concurrent with annexation into the City of Fairhope.** This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.



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

Page -2-

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

Adopted and approved this 25th day of July, 2022.

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

Attest:

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

Adopted and approved this 25th day of July, 2022.

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



Exhibit A: The Property of Corte  
Rockewell Place, LLC.  
Conditional Annexation to B-2  
(ZC 22.05)





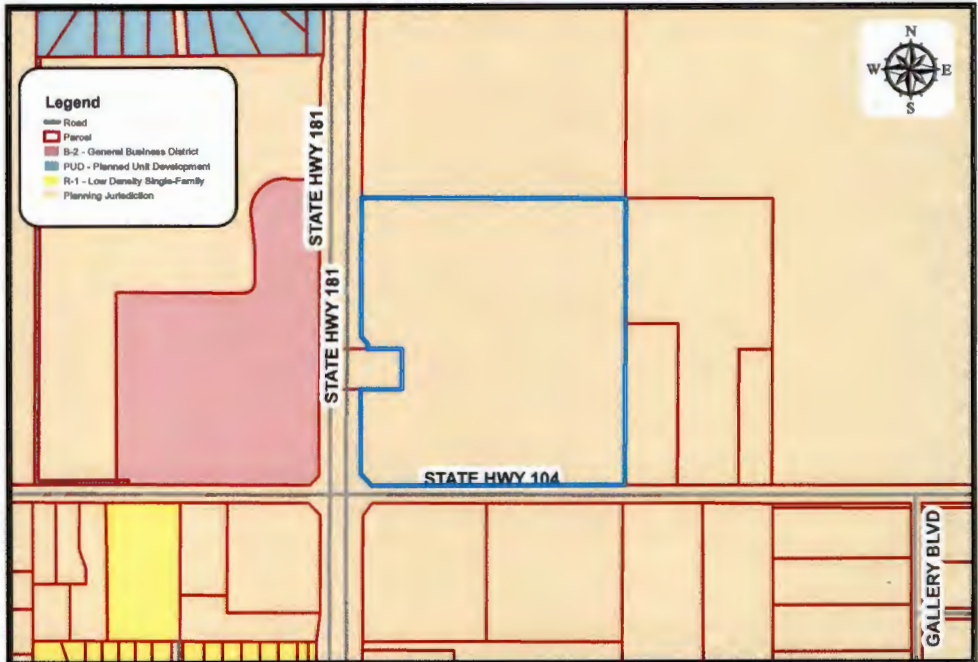
# City of Fairhope City Council

July 11, 2022



The Planning Commission unanimously (7 Ayes, 0 Nays) voted to recommend approval of ZC 22.05.

## ZC 22.05 - Kleban Corte Development



<b>Project Name:</b>	Kleban Corte Development
<b>Site Data:</b>	34.41 acres
<b>Project Type:</b>	Conditional Annexation with Rezoning
<b>Jurisdiction:</b>	Fairhope Planning Jurisdiction
<b>Zoning District:</b>	N/A
<b>PPIN Number:</b>	108453
<b>General Location:</b>	Northeast intersection of State Highway 181 and State Highway 104
<b>Surveyor of Record:</b>	Sawgrass
<b>Engineer of Record:</b>	Sawgrass
<b>Owner / Developer:</b>	Corte Rockwell Place LLC
<b>School District:</b>	Fairhope Elementary School Fairhope Middle and High School
<b>Recommendation:</b>	Approval
<b>Prepared by:</b>	Hunter Simmons







**APPLICATION FOR ZONING DISTRICT CHANGE**

*Corte Rockwell Place, LLC*  
 By **Property Owner / Leaseholder Information**  
 Name: Nancy Corte, Manager Phone Number: (251) 421-3371  
 Street Address: POB 1156  
 City: Fairhope State: AL Zip: 36533

**Applicant / Agent Information**  
If different from above.  
 Notarized letter from property owner is required if an agent is used for representation.  
 Name: Kenneth Kleban Phone Number: (203) 247-0732  
 Street Address: 189 Post Rd.  
 City: Fairfield State: CT Zip: 06824

Current Zoning of Property: Unzoned  
 Proposed Zoning/Use of the Property: B-2/Commercial  
 Property Address: 22148 State Highway 181  
 Parcel Number: 05-46-01-02-0-000-001.510, PIN# 108453  
 Property Legal Description: Attached  
 Reason for Zoning Change: To allow Commercial development.

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

Character of Improvements to the Property and Approximate Construction Date:  
Site work to create two pad ready areas for two buildings. Construction ASAP. See attached sketch.

Zoning Fee Calculation:  
 Reference: Ordinance 1269

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

*Corte Rockwell Place LLC*  
Nancy Corte, Manager  
 Property Owner/Leaseholder Printed Name

Nancy Corte  
 Signature  
 Fairhope Single Tax Corp. (If Applicable)

\_\_\_\_\_  
 Date



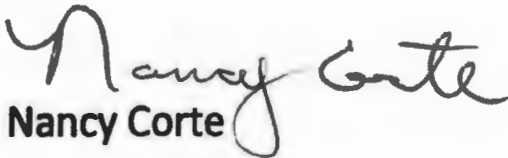
Planning & Development  
City of Fairhope, AL

March 29, 2022

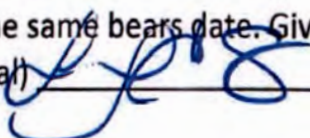
To Whom It May Concern:

I, Nancy Corte, of Corte Rockwell Place LLC, hereby give my authorization to Kenneth Kleban of Wells Ventures LLC at 1189 Post Rd., Fairfield, CT 06824 to act as my agent only for the purpose of submitting the attached application for zoning district change and petition for annexation.

Sincerely,

  
Nancy Corte

*Jennifer Evans Sanford*

State of Alabama County of Baldwin I, \_\_\_\_\_ (name and style of officer) hereby certify that Nancy Corte whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date. Given under my hand this 4th day of April, 2022. (Seal)  Notary Public in and for said County in said State





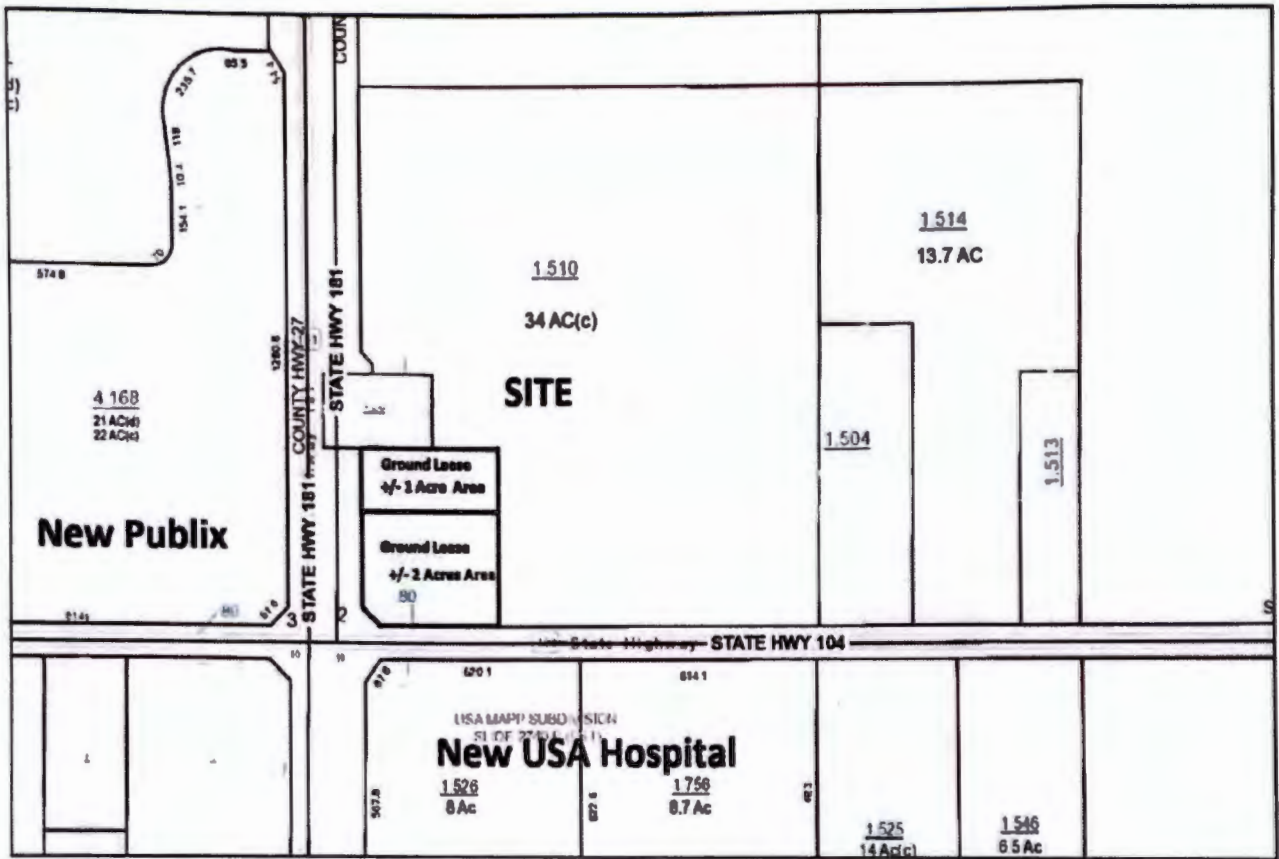
## EXHIBIT A

### Legal Description of the Property

Commence at the Northeast corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 2, Township 6 South, Range 2 East Saint Stephens Meridian for a POINT OF BEGINNING; thence run W, along the North line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 2 for 1,188 feet, more or less, to a point on the East r.o.w. of Alabama Highway 181; thence run S 00° 17' 55" West for 821.75 feet, thence continuing along said r.o.w., run S 44° 42' 28" E for 42.43 feet; thence continuing along said r.o.w., run S 00° 17' 32" W for 23.71 feet to a point on the North line of a parcel leased to Colony Fence Company; thence run N 89° 52' E, along Colony Fence parcel, for 149.02 feet, more or less; thence run S 02° 04' E, continuing along Colony Fence parcel, for 181.09 feet; thence continuing along Colony Fence parcel run S 89° 52' W for 185.91 feet, more or less, to a point on the East r.o.w. of said Alabama Highway 181; thence run along said r.o.w., S 00° 17' 32" W, for 380.07 feet; thence continuing along said r.o.w. run S 43° 51' 20" E for 71.53 feet to a point on the N r.o.w. of Alabama Highway No. 104; thence run E, along the N r.o.w. of Alabama Highway 104, for 1,173 feet, more or less; thence run N along the E line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 2 for 1,282 feet, more or less, to the P.O.B. Tract contains 34.45 acres, more or less, and lies in Section 2, T6S, R2E, Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation.



# Exhibit A





**Summary of Request:**

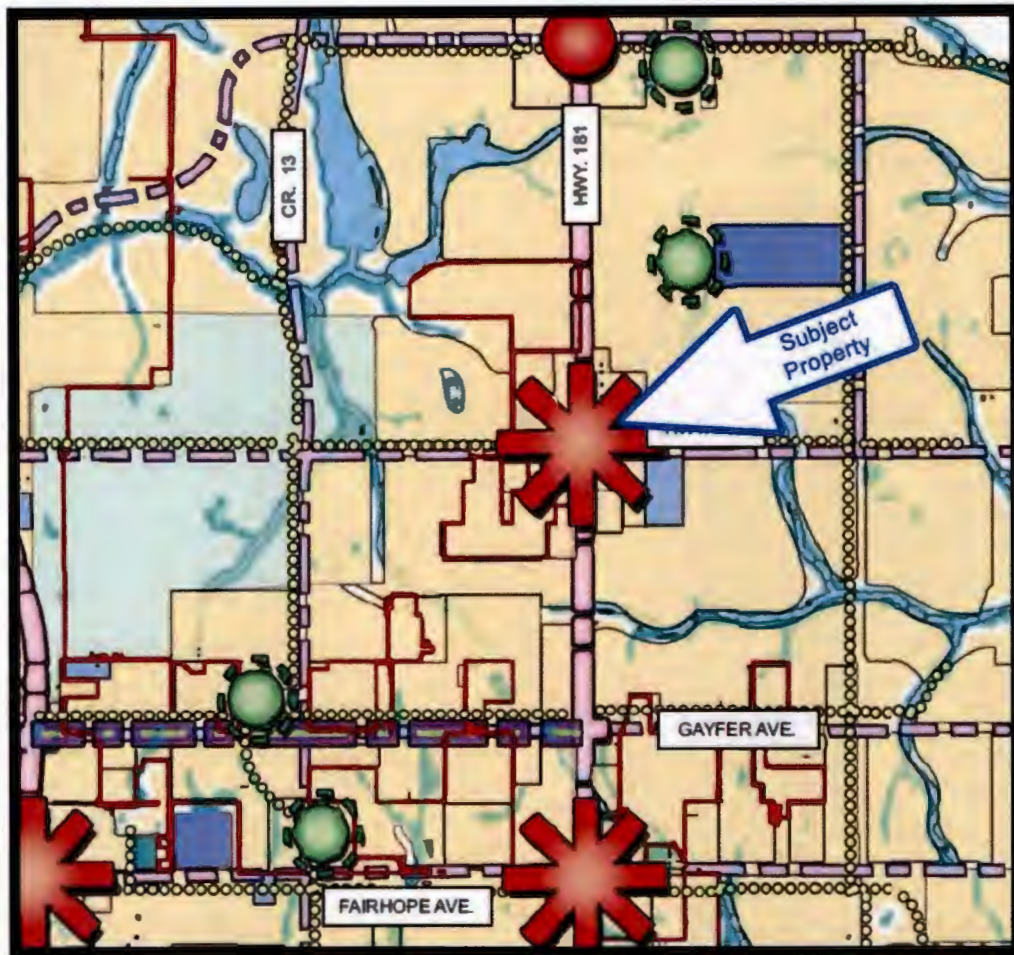
Applicant, Kenneth Kleban with Kleban Properties, acting on behalf of the Owner, FST Corte Rockwell Place, LLC, is requesting to establish an initial zoning of B-2, General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 34.41 acres and is located on the northeast corner of State Highway 104 and State Highway 181, at 22148 State Highway 181.

**Comments:**

The subject property is currently outside the City of Fairhope’s municipal boundary and un-zoned. One structure is currently present, with most of the site undeveloped.

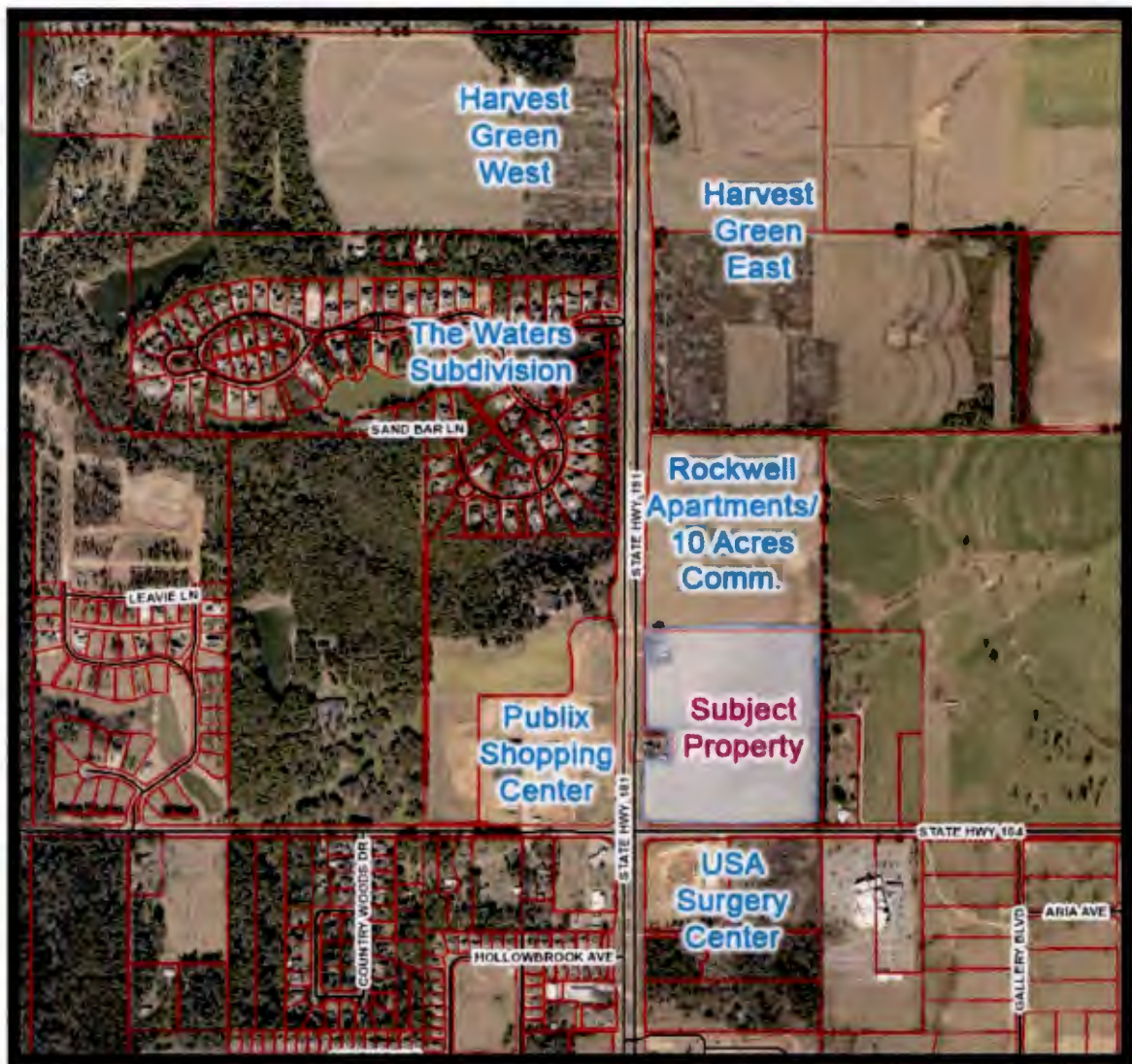


The site is centrally located within a Village Node, per the City of Fairhope Comprehensive Plan’s preferred land use plan. A Village Node is where the most intense uses, such as B-2 should be located. Important to note, this is a straight re-zoning request and does not include a site plan for intended uses. Future uses, if approved, shall meet the Fairhope Zoning Ordinance requirements.



The image below illustrates recent developments in the vicinity of the subject property. Staff does not see a conflict with either the Comprehensive Plan, nor the development patterns within the area.





The Zoning Ordinance defines B-2 General Business District as follows:

*“B-2 General Business District: This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included.”*

A copy of the Zoning Ordinance’s Use Table, highlighting allowable uses in B-2, is attached within the packet.

The application does mention “Site work to create two pad ready areas for two buildings. Construction ASAP.” However, this application is only reviewing rezoning of the property and does not include approval of a site plan.

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

**(1) Compliance with the Comprehensive Plan;**

**Response:**

Meets

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

**Response:** Staff is appreciative of the application, which intends to annex into the City of Fairhope and fall under the City's development guidelines.

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

**Response:** Meets

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

**Response:** This is a re-zoning request, without a Site Plan review. Future projects within the subject property shall ensure adequate public infrastructure.

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

**Response:** The applicants have no known plans of construction or redevelopment at this time.

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

**Response:** At the time of any redevelopment all applicable laws of the City will be applied. If granted, any use within B-2 zoning will be allowed 'by right'.

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

**Response:** At the time of a redevelopment all applicable laws will be applied.

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

**Response:** Because the applicants have not expressed any plans in terms of future use, Staff cannot anticipate any significant issues relating to this criterion at this time.

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

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

**Recommendation:**

Staff recommends Case: ZC 22.05 Kleban Corte Development be **approved** for conditional annexation, with initial zoning of B-2 General Business District.



Table 3-1: Use table

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

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

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



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

**PETITION FOR ANNEXATION**

STATE OF ALABAMA )(   
COUNTY OF BALDWIN )(

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

The subject land is delineated on the map attached hereto as EXHIBIT B that will be prepared by the City of Fairhope to verify property is contiguous.

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

- This petition is for R-1 Zoning
- The condition of the Petition is that zoning be established as B-2  
Concurrent with Annexation. (Zoning Request)

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

Nancy Cort  
Signature of Petitioner

Corte Rockwell Place LLC  
By its manager Nancy Cort  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

Physical Address of property being annexed: 22148 State Highway 181

Petitioner's Current Physical Address: 24001B St Hwy 181  
Daphne, AL 36526  
Petitioner's Current Mailing Address: PO B 1156  
Fairhope, AL 36533

Telephone Number(s): \_\_\_\_\_  
Home (251) 421-3371 Work

Tax Parcel ID Number: \_\_\_\_\_ Size of Property: 34.41 acres  
05-46-01-02-0-000-001.510  
PIN # 108453

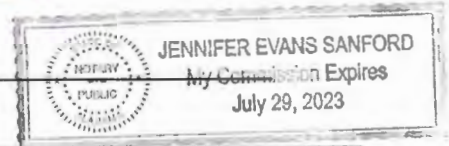
I, Jennifer Evans Sanford a Notary Public in and for said State and County, hereby certify that Nancy Corte whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed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

Given under my Hand and Seal this 4th day of April, 2022

(Seal)

Jennifer Evans Sanford  
Notary Public

My commission expires \_\_\_\_\_



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

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(Seal)

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

My commission expires \_\_\_\_\_

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

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(Seal)

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

My commission expires \_\_\_\_\_





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

**PETITION FOR ANNEXATION**

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

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

The subject land is delineated on the map attached hereto as EXHIBIT B that will be prepared by the City of Fairhope to verify property is contiguous.

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

This petition is for R-1 Zoning

The condition of the Petition is that zoning be established as B-2  
Concurrent with Annexation. (Zoning Request)

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

[Signature]  
Signature of Petitioner

Lee Turner, President of FSTC  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

Physical Address of property being annexed: 22148 State Highway 181

Petitioner's Current Physical Address: \_\_\_\_\_ Petitioner's Current Mailing Address: \_\_\_\_\_

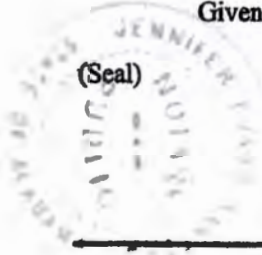
Telephone Number(s): \_\_\_\_\_ (251) 421 - 3371 \_\_\_\_\_  
Home Work

Tax Parcel ID Number: 05-46-01-02-0-000-001.510 Size of Property: 34.44 acres  
PIN # 108453



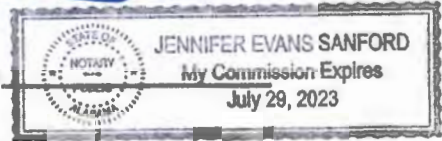
I, Jennifer Evans Sanford a Notary Public in and for said State and County, hereby certify that Lee Turner whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this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

Given under my Hand and Seal this 18<sup>th</sup> day of April, 2022



Jennifer Evans Sanford  
Notary Public

My commission expires \_\_\_\_\_



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

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(Seal)

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

My commission expires \_\_\_\_\_

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

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(Seal)

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

My commission expires \_\_\_\_\_

## EXHIBIT A

### Legal Description of the Property

Commence at the Northeast corner of the SW ¼ of the SW ¼ of Section 2, Township 6 South, Range 2 East, Saint Stephens Meridian for a POINT OF BEGINNING; thence run W, along the North line of the SW ¼ of the SW ¼ of said Section 2 for 1,198 feet, more or less, to a point on the East r.o.w. of Alabama Highway 181; thence run S 00° 17' 55" West for 121.76 feet, thence continuing along said r.o.w., run S 44° 42' 28" E for 42.43 feet; thence continuing along said r.o.w., run S 00° 17' 32" W for 23.71 feet to a point on the North line of a parcel leased to Colony Fence Company; thence run N 89° 52' E, along Colony Fence parcel, for 149.02 feet, more or less; thence run S 02° 04' E, continuing along Colony Fence parcel, for 181.08 feet; thence continuing along Colony Fence parcel run S 89° 52' W for 165.91 feet, more or less, to a point on the East r.o.w. of said Alabama Highway 181; thence run along said r.o.w., S 00° 17' 32" W, for 380.07 feet; thence continuing along said r.o.w. run S 43° 51' 20" E for 71.83 feet to a point on the N r.o.w. of Alabama Highway No. 104, thence run E, along the N r.o.w. of Alabama Highway 104, for 1,173 feet, more or less; thence run N along the E line of the SW ¼ of the SW ¼ of said Section 2 for 1,292 feet, more or less, to the P.O.B. Tract contains 34.45 acres, more or less, and lies in Section 2, T6S, R2E, Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation.

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, 11 July 2022.

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

There being a quorum present, Council President Conyers called the meeting to order. The invocation was given by Senior Pastor Matt McCollum of Trinity Presbyterian Church and the Pledge of Allegiance was recited. Councilmember Burrell moved to approve minutes of the 27 June 2022, regular meeting; and minutes of the 27 June 2022, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and commented on the July Fourth Celebration. She thanked the City Council for approving the pay enhancements for City employees.

Laura English, President of The Fairhope Arts and Crafts Festival Foundation, addressed the City Council and stated this was our 70th year and we put \$200,000.00 back into the Community. She announced next year's dates will be March 17th, 18th, and 19th. She thanked the Mayor, City Council, and City staff for a great festival and all of their hard work.

Council President Conyers stated there was a need to add on an agenda item after Agenda Item Number 25: a resolution that the City of Fairhope accepts the U.S. Department of Commerce Economic Development Administration Grant Award, EDA Investment No. 04-79-07751, in the amount of \$2,500,000.00; and that the City Council authorizes the Mayor to sign all assurances and contracts and to comply with all applicable Federal and State laws, rules and regulations on behalf of the City; and to pull Agenda Item Number 8 and Number 9.

Councilmember Burrell moved to add on the above-mentioned item not on the printed agenda; and to pull Agenda Item Number 8 and Number 9. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Councilmember Burrell said people are mistaken about the moratorium; and it is only outside the City limits. He said we should consider including inside City limits for the moratorium.

11 July 2022

Councilmember Martin told everyone he hoped they had a great Fourth of July with family; and have a great rest of the summer.

Councilmember Robinson introduced the new high school baseball coach Kyle Hunter. Coach Hunter addressed the City Council and commented he is going to look out in the Community for others to enjoy baseball.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Boone introduced in writing an ordinance to zone Corte Rockwell Place, LLC to B2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 34.41 acres and is located on the northeast corner of State Highway 104 and State Highway 181, at 22148 State Highway 181. PPIN Number: 108453. The Planning Commission gave a favorable recommendation of this ordinance. Council President Conyers read the proposed ordinance.

Planning Director Hunter Simmons briefly explained the proposed ordinance.

Council President Conyers opened the Public Hearing at 6:20 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:21 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the July 25, 2022 City Council meeting.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Robinson introduced in writing an ordinance to change and alter the City of Fairhope Zoning Ordinance to revise, Article III, Section B. Table 3-1, Use Table, be amended as Zoning District M-1 to allow a Kennel or Animal Hospital use permitted only on appeal and subject to special conditions. The Planning Commission gave a favorable recommendation of this ordinance. Council President Conyers read the proposed ordinance.

Planning Director Hunter Simmons briefly explained the proposed ordinance.

Council President Conyers opened the Public Hearing at 6:26 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:27 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the July 25, 2022 City Council meeting.

Councilmember Martin introduced in writing an ordinance repeal Ordinance No. 1012 and repeal and replace Ordinance No. 1254 known as the "City of Fairhope Right-of-Way Construction and Administration Ordinance."



11 July 2022

Due to lack of a motion for immediate consideration, this ordinance will layover until the July 25, 2022 City Council meeting.

Councilmember Robinson introduced in writing an ordinance to amend Ordinance No. 1510 Known as the Personnel Rules, Policies and Procedures Ordinance. Adding Section 3.06 Hurricane Operations Plan for City Employees. Due to lack of a motion for immediate consideration, this ordinance will layover until the July 25, 2022 City Council meeting.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and authorizes The Fairhope Arts and Crafts Festival Foundation for the 2023 Festival to use the area in front of the Welcome Center for the artists breakfast and registration; use of the Public Space by the Clock for their media tent; and use of the green space adjacent to the Recreation Center for shuttle service. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4488-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby approves and authorizes The Fairhope Arts and Crafts Festival Foundation for the 2023 Festival to use the area in front of the Welcome Center for the artists breakfast and registration; use of the Public Space by the Clock for their media tent; and use of the public space adjacent to the Recreation Center for shuttle service.

Adopted on this 11th day of July, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

11 July 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and adopts the proposed Safety Handbook to help reduce accidents, worker compensation claims, and healthcare costs; and to provide employees with answers to general questions regarding safety in the workplace. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 4489-22**

**WHEREAS**, City employees need a Safety Handbook to help reduce accidents, worker compensation claims, and healthcare costs; and

**WHEREAS**, Most hazards are created by personnel and thus personnel are responsible for following procedures and being mindful of their surroundings to prevent hazards from developing, and

**WHEREAS**, The handbook has been developed to provide employees with answers to general questions regarding safety in the workplace; and

**WHEREAS**, Governing Body of the City of Fairhope now desires to adopt and approve the proposed Safety Handbook for City employees; and

**NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City Council hereby approves and adopts the proposed Safety Handbook to help reduce accidents, worker compensation claims, and healthcare costs; and to provide employees with answers to general questions regarding safety in the workplace.

ADOPTED AND APPROVED THIS THE 11TH OF JULY, 2022

---

James Reid Conyers, Jr.  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

11 July 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Thompson Engineering, Inc. who will be partnering with Watershed, LLC to perform Professional Landscape Architectural Services for a Gulf of Mexico Energy Security Act (GOMESA) Grant Funded Capital Improvement Project within the undeveloped City parkland – specifically the Triangle Property (RFQ No. PS001-22); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

**RESOLUTION NO. 4490-22**

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

[1] That the City Council approves the selection of Thompson Engineering, Inc. who will be partnering with Watershed, LLC to perform Professional Landscape Architectural Services for a Gulf of Mexico Energy Security Act (GOMESA) Grant Funded Capital Improvement Project within the undeveloped City parkland – specifically the Triangle Property (RFQ No. PS001-22); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 11TH DAY OF JULY, 2022

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

Attest:

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

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council awards (Rebid No. 009-22) Turn Lane Construction and Traffic Signal Upgrade on CR 30 (Gayfer Avenue) and US 98 for the Public Works Department to McElhenney Construction Co., LLC for a total cost not-to-exceed \$549,737.38. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

11 July 2022

**RESOLUTION NO. 4491-22**

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Rebid No. 009-22) Turn Lane Construction and Traffic Signal Upgrade on CR 30 (Gayfer Avenue) at US-98 for the Public Works Department at 555 South Section Street, in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Turn Lane Construction and Traffic Signal Upgrade on CR 30  
(Gayfer Avenue) at US 98

[3] At the appointed time and place; after evaluating the bids with the required specifications, McElhenney Construction Co., LLC is now awarded (Rebid No. 009-22) Turn Lane Construction and Traffic Signal Upgrade on CR 30 (Gayfer Avenue) at US- 98 for the Public Works Department; for a total cost not-to-exceed \$549,737.38.

ADOPTED ON THIS 11TH DAY OF JULY, 2022

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

Attest:

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

\*

\*



11 July 2022

City of Fairhope Bid Tabulation  
 Re-Bid 008-22 Turn Lane Construction and Traffic Signal Upgrade on County Road 30 (Gayfer Avenue) at US 90  
 Opened May 26, 2022 at 2:30 P.M.

Vendor:		McEhenny Construction Company, LLC			
Bid Documents Signed/Notarized:		Yes			
Bid Bond:		Yes			
Vendor Compliance (Y/N):		Yes			
	Unit Price	Bid	Unit Price	Bid	
Item 1:	\$6,420.43	\$6,420.43			
Item 2:	\$33.82	\$9,160.06			
Item 3:	\$22.63	\$14,154.80			
Item 4:	\$1,801.80	\$1,801.80			
Item 5:	\$43.06	\$9,543.06			
Item 6:	\$34.64	\$3,484.00			
Item 7:	\$13.21	\$108.15			
Item 8:	\$74.62	\$746.20			
Item 9:	\$42.24	\$39,782.00			
Item 10:	\$1.94	\$1,366.80			
Item 11:	\$6.67	\$2,102.40			
Item 12:	\$168.98	\$54,633.10			
Item 13:	\$355.18	\$8,876.50			
Item 14:	\$236.04	\$24,784.20			
Item 15:	\$185.11	\$1,851.10			
Item 16:	\$177.71	\$3,806.80			
Item 17:	\$64,080.00	\$64,080.00			
Item 18:	\$101.10	\$16,176.00			
Item 19:	\$82.14	\$3,886.90			
Item 20:	\$379.11	\$5,207.54			
Item 21:	\$2,622.29	\$2,622.29			
Item 22:	\$2,270.28	\$2,279.28			
Item 23:	\$60.66	\$36,215.80			
Item 24:	\$50.07	\$3,004.20			
Item 25:	\$7.84	\$5,181.00			
Item 26:	\$1,304.35	\$1,804.35			
Item 27:	\$976.93	\$2,827.79			
Item 28:	\$2.63	\$1,315.00			
Item 29:	\$16.82	\$791.00			
Item 30:	\$6.80	\$3,782.00			
Item 31:	\$3.21	\$1,826.70			
Item 32:	\$19.10	\$955.00			
Item 33:	\$26,118.00	\$26,118.00			
Item 34:	\$2.21	\$221.00			
Item 35:	\$1.26	\$4,032.00			
Item 36:	\$3.16	\$5,340.40			
Item 37:	\$3.16	\$4,785.80			
Item 38:	\$8.85	\$5,263.50			
Item 39:	\$8.85	\$442.50			
Item 40:	\$3.79	\$1,083.94			
Item 41:	\$8.85	\$1,052.00			
Item 42:	\$8.85	\$442.50			
Item 43:	\$8.85	\$442.50			
Item 44:	\$8.85	\$885.00			
Item 45:	\$20.38	\$362.66			
Item 46:	\$32.22	\$706.84			
Item 47:	\$22.11	\$928.62			
Item 48:	\$4,850.66	\$4,850.66			
Item 49:	\$38,590.99	\$38,590.99			
Item 50:	\$111,006.42	\$111,006.42			
Item 51:	\$1,558.48	\$1,558.48			
Item 52:	\$48.96	\$1,713.60			
Item 53:	\$2,385.32	\$4,770.84			
Item 54:	\$10.11	\$4,337.19			
Item 55:	\$53.08	\$2,654.00			
Item 56:	\$18.96	\$948.00			
Item 57:	\$0.01	\$0.50			
	Total Bid:	\$549,737.38	Total Bid:		

Recommendation:

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

*Richard Johnson* 6/9/2022  
 Signature

Richard Johnson, Public Works Director

*E. Wolfe* 6/9/2022  
 Signature

Erin Wolfe, Purchasing Manager

11 July 2022

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves hiring Volkert, Inc. for Professional Engineering Services for the award of (RFQ PS013-22) Roundabout at North Section Street/City 104/Veterans Drive/Scenic 98 for the Public Works Department; that includes a corridor study, field surveys, utility coordination, roadway plans, and geotechnical; and authorizes Mayor Sherry Sullivan to execute a not-to-exceed contract of \$137,713.75; Alabama Department of Transportation (ALDOT) to provide reimbursement of 80% of total at \$110,171.00 with contract approval prior to execution; City of Fairhope agrees to match 20% of total not-to-exceed \$27,542.75. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4492-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves hiring Volkert, Inc. for Professional Engineering Services for the award of (RFQ PS013-22) Roundabout at North Section Street/City 104/Veterans Drive/Scenic 98 for the Public Works Department; that includes a corridor study, field surveys, utility coordination, roadway plans, and geotechnical; and authorizes Mayor Sherry Sullivan to execute a not-to-exceed contract of \$137,713.75; Alabama Department of Transportation (ALDOT) to provide reimbursement of 80% of total at \$110,171.00 with contract approval prior to execution; City of Fairhope agrees to match 20% of total not-to-exceed \$27,542.75.

DULY ADOPTED THIS 11TH DAY OF JULY , 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the bids for the Fairhope Recreation Center & Municipal Pool Complex Roof, Trim and Soffit Repair (Bid No. 024-22) are hereby rejected due to scope of project needed to be expanded to repair or replace a larger area of the roof. Recommend re-bid of the project with expanded specifications. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

11 July 2022

**RESOLUTION NO. 4493-22**

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

[1] That the bids for the Fairhope Recreation Center & Municipal Pool Complex Roof, Trim and Soffit Repair (Bid No. 024-22) are hereby rejected due to scope of project needed to be expanded to repair or replace a larger area of the roof. Recommend re-bid of the project with expanded specifications.

ADOPTED ON THIS 11TH DAY OF JULY, 2022

---

James Reid Conyers, Jr.,  
Council President

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council awards (Bid No. 026-22) On Call Contractor for the Gas Department to Equix Energy Services LLC with an option to renew up to two (2) years for an annual cost not-to-exceed \$200,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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11 July 2022

**RESOLUTION NO. 4494-22**

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 026-22) On Call Contractor for the Gas Department at 555 South Section Street, in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
On Call Contractor for Gas Department

[3] At the appointed time and place; after evaluating the bids with the required specifications, Equix Energy Services, LLC is now awarded (Bid No. 026-22) On Call Contractor for the Gas Department for one (1) year from the signing date of contract with an option to renew contract up to two (2) additional years; the annual cost not-to-exceed \$200,000.00.

ADOPTED ON THIS 11TH DAY OF JULY, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

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11 July 2022

City of Fairhope Bid Tabulation  
 Bid 628-22 On Call Contractor for Gas Department  
 Opened June 21, 2022 at 2:00 P.M.

	VENDOR NAME	VENDOR NAME	VENDOR NAME
	Equate Energy Services, LLC		
Bid Documents Signed/Retained (Y/N)	Y		
Bid Bond (Y/N)	Y		
Vendor Compliance (Y/N)	Y		
<b>Established Area or Rebuild Work</b>			
<b>Main Installation Pricing - Established Work Area or Rebuild Work</b>			
	Open Cut or Directional Drill Unit Cost per Foot		Open Cut or Directional Drill Unit Cost per Foot
Plastic Pipe - 2 inch	\$16.72		
Plastic Pipe - 4 inch	\$21.00		
Plastic Pipe - 6 inch	\$38.70		
Steel Pipe - 2 inch	\$32.00		
Steel Pipe - 4 inch	\$46.00		
Steel Pipe - 6 inch	\$85.00		
Steel Pipe - 8 inch	\$85.00		
<b>Residential Service Pricing - Established Area or Rebuild Work</b>			
	< 60 Feet Lump Sum Minimum	Cost per Foot After 60 Feet	< 60 Feet Lump Sum Minimum
Plastic Pipe - 1/2" through 1"	1088.00	19.00	
Plastic Pipe - 1-1/4" through 2"	1778.00	12.00	
<b>New Area</b>			
<b>Main Installation Pricing - New Area</b>			
	Open Cut Cost Per Foot	Misc. Bore Cost per Foot	Open Cut Cost Per Foot
Plastic Pipe - 2 inch	\$8.13	\$13.20	
Plastic Pipe - 4 inch	\$16.16	\$16.00	
Plastic Pipe - 6 inch	\$14.84	\$36.09	
Steel Pipe - 2 inch	\$32.00	\$36.00	
Steel Pipe - 4 inch	\$38.00	\$38.00	
Steel Pipe - 6 inch	\$38.00	\$47.29	
Steel Pipe - 8 inch	\$80.00	\$83.00	
<b>Residential Service Pricing - New Area</b>			
	< 60 Feet Lump Sum Minimum	Cost per Foot After 60 Feet	< 60 Feet Lump Sum Minimum
Plastic Pipe - 1/2" through 1"	\$739.00	\$7.70	
Plastic Pipe - 1-1/4" through 2"	\$1,894.00	\$8.00	
<b>Miscellaneous Work</b>			
Tapping	Cost per Bush		Cost per Bush
1/2" to 1" Steel Service Tee	\$175.00		
2" Tap Half Tap	\$1,208.00		
2" Bottom Out	\$2,500.00		
4" Bottom Out	\$4,800.00		
6" Bottom Out	\$6,800.00		
8" Bottom Out	\$6,800.00		
Restoration	Cost Per Square Foot		Cost Per Square Foot
Asphalt Replacement	\$8.00		
Concrete Replacement	\$10.00		
Soil Replacement	\$1.00		
Seed & Straw	\$0.15		
<b>Camera Work</b>			
Camera Work per Day	\$2,400.00		
Cleaning - Main Hourly Rate	Cost + 10% on Invoice		

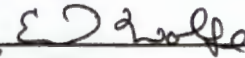
11 July 2022

NOT						
Line Closure Hourly Rate	Cost + 10% on Invoice					
Ditch Safety						
Shoring/Trench Box Hourly Rate	Cost + 10% on Invoice					
Material						
Supplied Material Percentage Mark Up	Cost + 10% on Invoice					
Labor & Equipment Hourly Rates						
	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate	Regular Rate	Overtime Rate
Superintendent	\$89.00	\$89.10				
Foreman	\$48.88	\$74.82				
Operator	\$41.04	\$61.88				
Semi-Skilled Laborer	\$30.34	\$45.26				
Excavator - 210 CAT	\$78.00	xxx				
Hydraulic Backhoe	\$30.34	xxx				
Mini Excavator - 303.5	\$28.00	xxx				
1-Ton w/AC	\$37.00	xxx				
3-Ton Dump Truck	\$94.88	xxx				
Pickup	\$18.44	xxx				
Eagle Van w/Tools	\$18.30	xxx				
Skid Steer	\$28.82	xxx				
Tractor Only	\$89.40	xxx				
Loader Only	\$28.82	xxx				
Laborer	\$28.82	\$38.88				
Welder	\$88.16	\$94.34				
Welder Helper	\$27.00	\$40.80				
Truck Driver	\$34.88	\$51.84				
Boom Truck	\$84.80	xxx				
Trencher - 80 hp	\$76.30	xxx				
Trencher - 75 hp	\$81.88	xxx				
Vermeer 10x15	\$81.88	xxx				
Vermeer 36x60	\$188.88	xxx				
Vermeer 40x55	\$888.88	xxx				
Trailer Van	\$48.88	xxx				
Vac Truck	\$134.88	xxx				
2-Ton Mix Truck	\$81.84	xxx				

Recommendation:

To the best of my knowledge this is an accurate B/M Table/Rate

  
 \_\_\_\_\_  
 Andy Little, Gen Superintendent

  
 \_\_\_\_\_  
 Erin Wolfe, Purchasing Manager

11 July 2022

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 three (3) year Toro NSN Renewal Plan and Lynx Apps Activation for the Irrigation Computer System for Quail Creek Golf Course to Jerry Pate Turf & Irrigation Systems as sole source provider in Alabama; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total cost not-to-exceed \$7,085.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 4495-22**

**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 a three (3) year Toro NSN Renewal Plan and Lynx Apps Activation for the Irrigation Computer System for Quail Creek Golf Course to Jerry Pate Turf & Irrigation Systems as sole source provider in Alabama; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total cost not-to-exceed \$7,085.00.

ADOPTED ON THIS 11TH DAY OF JULY, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement for replacement of flooring for the Police Department. Four quotes were obtained for this public works project. The lowest quote was from Bay Flooring & Design, Inc. The total amount not-to-exceed budgeted amount of \$30,604.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

11 July 2022

**RESOLUTION NO. 4496-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City of Fairhope approves the procurement for replacement of flooring for the Police Department. Four quotes were obtained for this public works project. The lowest quote was from Bay Flooring & Design, Inc. The total amount not-to-exceed budgeted amount of \$30,604.00.

ADOPTED ON THIS 11TH DAY OF JULY, 2022

---

James Reid Conyers, Jr.,  
Council President

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute all agreements for engineering only for the construction of a roundabout at the intersection of CR-13 and CR-44 Baldwin County (PE and CE&I for Utility Relocates) with Dewberry Engineers for the Public Works Department; with a not-to-exceed amount of \$27,133.49. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

**RESOLUTION NO. 4497-22**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That Mayor Sherry Sullivan is hereby authorized to execute all agreements for engineering only for the construction of a roundabout at the intersection of CR-13 and CR-44 Baldwin County (PE and CE&I for Utility Relocates) with Dewberry Engineers for the Public Works Department; with a not-to-exceed amount of \$27,133.49.

DULY ADOPTED THIS 11TH DAY OF JULY, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk



11 July 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council awards (Bid No. 023-22) Disaster Debris Removal Monitoring Services 2022 to True North Emergency Management, LLC for the Public Works Department; the cost of this contract will be determined if it is activated at the time of a disaster. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 4498-22**

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 023-22) Disaster Debris Removal Monitoring Services 2022 for the Public Works Department at 555 South Section Street, in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Disaster Debris Removal Monitoring Services 2022

[3] At the appointed time and place; after evaluating the bids with the required specifications, True North Emergency Management, LLC is now awarded (Bid No. 023-22) Disaster Debris Removal Monitoring Services 2022 for the Public Works Department; the cost of this contract will be determined if it is activated at the time of a disaster.

ADOPTED ON THIS 11TH DAY OF JULY, 2022

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James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

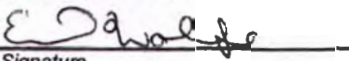
**CITY OF FAIRHOPE BID TABULATION**  
**BID NO 023-22 Disaster Debris Removal Monitoring Services 2022**  
**BID OPENED: June 23, 2022 11:00 a.m.**

	Debris Tech, LLC	Thompson Consulting Services	True North Emergency Management	Witt O'Brien's LLC
1	Project Manager	\$65.00	\$65.00	\$71.00
2	Clerical Supervisor	No Charge	\$0.00	\$40.00
3	Clerical Staff	No Charge	\$0.00	\$28.00
4	Data Manager	No Charge	\$55.00	\$55.00
5	GIS/Mapping Analyst	No Charge	\$50.00	\$45.00
6	Field Supervisor	\$49.00	\$49.00	\$49.00
7	Field Debris Monitoring	\$36.00	\$36.00	\$33.00
8	Fixed Site Monitoring	\$36.00	\$34.00	\$33.00
	Additional Cost			
	Operations Manager			\$55.00

**RECOMMENDATION:**

*To the best of my knowledge this is an accurate bid tabulation*

  
 Signature  
 Richard Johnson, Public Works Director

  
 Signature  
 Erin Wolfe, Purchasing Manager

11 July 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council awards (Bid No. 028-22) Disaster Debris Removal and Disposal 2022 to CrowderGulf for the Public Works Department; the cost of this contract will be determined if it is activated at the time of a disaster. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

**RESOLUTION NO. 4499-22**

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 028-22) Disaster Debris Removal and Disposal 2022 for the Public Works Department at 555 South Section Street, in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Disaster Debris Removal and Disposal 2022

[3] At the appointed time and place; after evaluating the bids with the required specifications, CrowderGulf is now awarded (Bid No. 028-22) Disaster Debris Removal and Disposal 2022 for the Public Works Department; the cost of this contract will be determined if it is activated at the time of a disaster.

ADOPTED ON THIS 11TH DAY OF JULY, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

11 July 2022

**CITY OF FAIRHOPE TARIFF AND RECOMMENDATION**  
**NO 20 22-23 (Clearer Labels Removal Removal and Disposal) Contract**  
**NO OPENED: June 23, 2021 10:50 A.M.**

0	Unit Activity	Unit	HC Daily Qty	Crews/Day	Crews/Day Total	D & J Enterprise, Inc.	DNC Emergency Services, LLC	DNC Emergency Services, LLC Total	K D F Enterprise, LLC	Louis Reed Services of WA, Inc.	Louis Reed Services of WA, Inc. Total	Brook, Inc. of WA	Prods, Inc. of WA Total	T F A Enterprise, Inc.
3	Vegetation and Construction and Demolition (CCD) Debris Removal from Public Property (Right of Way and Roadway) Temporary (Shrub Debris not Rubbery Mix (RDMR) or Other City-stored Debris)	CV	60000	00 25	\$4,637,500.00		\$7.01	\$4,351,000.00		\$2.65	\$1,117,000.00	\$0.25	\$4,637,500.00	
3	Vegetation and CCD Debris Removal from Private Property (Right of Way Property) and Publicly Owned Property (Other than Right of Way and Roadway) (RDMR or Other City-stored Debris)	CV	0	00 00	\$0.00		\$0.02	\$0.00		\$10.70	\$0.00	\$0.00	\$0.00	
4	Vegetation and CCD Debris Removal from Public Property (Right of Way and Roadway) (RDMR or Other City-stored Debris)	CV	10000	01 00	\$147,000.00		\$7.01	\$140,000.00		\$0.05	\$130,000.00	\$0.20	\$147,000.00	
5	Vegetation and CCD Debris Removal from Private Property (Other than Right of Way and Roadway) (RDMR or Other City-stored Debris)	CV	10000	\$4.15	\$415,000.00		\$0.00	\$415,000.00		\$4.25	\$425,000.00	\$4.00	\$415,000.00	
6	Management of TDMR	CV	10000	\$1.25	\$125,000.00		\$1.22	\$123,000.00		\$1.15	\$121,500.00	\$1.00	\$125,000.00	
7	Processing (Sorting/Chipping) of Vegetation Debris at TDMR or Fuel Depot	CV	10000	\$2.00	\$200,000.00		\$2.00	\$198,000.00		\$2.15	\$212,000.00	\$2.25	\$200,000.00	
8	Grading or Consolidation of CCD Debris at TDMR	CV	0	\$2.25	\$0.00		\$2.01	\$0.00		\$1.40	\$0.00	\$0.00	\$0.00	
9	Processing (Chips, Bark) of Vegetation Debris at TDMR or Fuel Depot	CV	0	\$1.00	\$0.00		\$1.12	\$0.00		\$1.00	\$0.00	\$1.00	\$0.00	
10	Processing (Bark) of Vegetation Debris (Using Air Classifier) at TDMR or Fuel Depot	CV	0	\$1.70	\$0.00		\$0.45	\$0.00		\$2.40	\$0.00	\$1.70	\$0.00	
11	Pick Up and Hauling of RDMR Debris to Site (Other than RDMR)	HA	200	\$40.00	\$16,000.00		\$16.00	\$16,000.00		\$45.00	\$11,250.00	\$0.00	\$16,000.00	
12	Pick Up and Hauling of Rubbery Material	LI	0	\$0.50	\$0.00		\$4.06	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
13	Spill Management and Handling	WA	0	\$24.00	\$0.00		\$21.00	\$0.00		\$13.00	\$0.00	\$14.00	\$0.00	
14	Chemical Application, Transportation and Disposal	LI	0	\$1.00	\$0.00		\$4.85	\$0.00		\$1.75	\$0.00	\$1.00	\$0.00	
EXTRACTION OF HAZARDOUS STAMPS (SIL) OF ROOT BALL EXPOSED RESULTING FROM TREES GROWING ON THE SIDE OF WAY AND VALENS TO FINAL DISPOSAL SITE														
15	10 inch Diameter to 14 inch Diameter (Stump 2' to 3' in Height)	CV	0	\$16.00	\$0.00		\$7.01	\$0.00		\$10.70	\$0.00	\$16.00	\$0.00	
16	12 inch Diameter to 16 inch Diameter (Stump 3' to 4' in Height)	CV	100	\$10.00	\$1,000.00		\$7.01	\$700.00		\$10.70	\$1,070.00	\$10.00	\$1,000.00	
17	18 inch Diameter to 24 inch Diameter	SA	40	\$350.00	\$14,000.00		\$300.00	\$12,000.00		\$450.00	\$14,000.00	\$400.00	\$14,000.00	
18	36 inch Diameter and Greater	SA	0	\$400.00	\$0.00		\$300.00	\$0.00		\$500.00	\$0.00	\$400.00	\$0.00	
CROWN PRUNING LEANERS AND HANGERS SHALL BE PRUNED ON RIGHT OF WAY AND SHALL BE HAULLED AND DISPOSED OF UNDER ITEM 20														
19	Removal of Non-pole Hanging Limbs (Stump 3' to 4' in Height)	SA	7000	\$60.00	\$420,000.00		\$60.00	\$420,000.00		\$64.00	\$448,000.00	\$60.00	\$420,000.00	
20	Removal of Non-pole Hanging Limbs 2' - 4' in Diameter	SA	200	\$40.00	\$8,000.00		\$40.00	\$8,000.00		\$44.00	\$8,800.00	\$40.00	\$8,000.00	
21	Removal of Non-pole Hanging Limbs 4" - 6" in Diameter	SA	100	\$90.00	\$9,000.00		\$90.00	\$9,000.00		\$94.00	\$9,400.00	\$90.00	\$9,000.00	
22	Removal of Non-pole Hanging Limbs 6" - 8" in Diameter	SA	25	\$180.00	\$4,500.00		\$180.00	\$4,500.00		\$215.00	\$5,375.00	\$200.00	\$4,500.00	
23	Removal of Non-pole Hanging Limbs 8" - 10" in Diameter	SA	3	\$200.00	\$780.00		\$175.00	\$600.00		\$240.00	\$750.00	\$220.00	\$780.00	
24	Removal of Non-pole Hanging Limbs Greater than 10" in Diameter	SA	1	\$300.00	\$300.00		\$250.00	\$250.00		\$350.00	\$350.00	\$300.00	\$300.00	
HAZARDOUS WASTE REMOVAL														
25	Carroll, Brown and Debus	LF	520	\$30.00	\$15,600.00		\$29.00	\$15,080.00		\$30.00	\$15,780.00	\$30.00	\$15,600.00	
26	Smith and Clark Open Voles	Ave	0	\$4,000.00	\$0.00		\$13,000.00	\$0.00		\$4,000.00	\$0.00	\$4,000.00	\$0.00	
27	Wood Removal - Load Haul	LF	0	\$40.00	\$0.00		\$60.00	\$0.00		\$20.00	\$0.00	\$0.00	\$0.00	
28	Wood Removal - Heavy Haul	LF	0	\$140.00	\$14,000.00		\$160.00	\$16,000.00		\$77.00	\$0,000.00	\$0.00	\$14,000.00	
TOTAL (for Restorative Care)					\$6,946,510.00		\$6,942,195.10		\$6,946,543.00		\$6,947,000.00		\$6,947,000.00	

*In the And of my knowledge and in my opinion the above is true and correct.*  
 Richard Johnson, Public Works Director  
 Eric White, Purchasing Manager

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope amends the Budget for FY2021-2022 as recommended and presented; and authorizes the City Treasurer to make the necessary changes. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.



11 July 2022

**RESOLUTION NO. 4500-22**

**WHEREAS**, the City Council adopted on October 11, 2021, a resolution approving and adopting the proposed Budget for the FY2021-2022, Resolution No. 4231-21; and

**WHEREAS**, the City of Fairhope is desirous to amend the Budget and that the following estimates of expenses, as related thereto, are hereby adopted and those expenses are appropriated as follows:

<b>Account</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
001170-50340	General Supplies	2,000.00	
001170-50435	Small Equipment		2,000.00
001340-50475	Capital Improvements	13,000.00	
001340-50340	General Supplies		13,000.00
001350-50570	Purchases Vehicle and Equipment	9,800.00	
001350-50435	Small Equipment		9,800.00
001550-50360	General Maintenance	10,000.00	
001550-50340	General Supplies		10,000.00
001550-50470	Purchases Vehicle and Equipment	20,000.00	
001500-50475	Capital Improvements		20,000.00
002-50435	Small Equipment	10,000.00	
002-50340	General Supplies		10,000.00

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope hereby amends the Budget for the FY2021-2022 as recommended and presented above; and authorizes the City Treasurer to make the necessary changes.

ADOPTED ON THIS 11TH DAY OF JULY, 2022

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

Attest:

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

11 July 2022

Council President Conyers read Agenda Item Number 24: a resolution that a City Youth Recreational League shall be run and operated by an All-Volunteer Committee starting on or after June 30, 2022. Registration for the 2022 Fairhope Youth Recreational Soccer League will be either through the City's new software program or at the direction of the Director of Parks and Recreation. The City's Recreational Soccer League shall have permission to operate all concessions which serve the City's Recreational Soccer League at Manley and Founders through City accounts and shall have use of all of the buildings, storage and grounds for the enjoyment of City sponsored recreational sports. The Recreation Youth Soccer League shall be responsible for recreation sponsorships and accounting and shall have rights to place sponsor signage on City property at Manley and Founders. The Recreation Department shall delegate responsibilities for sponsorship and concessions to the approved governing board subject to strict oversight of all books and records of account. This resolution does not preclude the field and facilities use of the Manley Recreational Complex or the Founders multi-use fields by other authorized City League or City Sponsored recreation sports or use by third parties based on fully executed field use agreements or other such agreements subject to availability. The initial board and governing members for the City's Youth Recreational Soccer Leagues shall be Steve Hazelwood, Petie Byrd, Dan Hazelwood, Brett Anderson, and Scott Taylor, advisor only. Others can be added from prior volunteer coaching staff.

Council President Conyers said the group would run the league and concessions. Mayor Sullivan said the City staff would not be running the concession stand and it should be bid out. Councilmember Burrell agreed with Mayor Sullivan that we should bid out the concessions. Scott Taylor addressed the City Council and said we are not asking to be an organization; we are only volunteers and do not want to run concessions. Mayor Sullivan said the money would go back to the league not the City. Councilmember Robinson explained that soccer has been delineated and both are legal now. He said the funds were separated as requested. Mayor Sullivan explained that Blast took over both; and due to running and making money on City property, it needed to be separated into two funds. She said it is legal and above board. Councilmember Robinson stated this is an opportunity for all kids to participate.

After further discussion, Councilmember Robinson moved to table and pull Agenda Item Number 24. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

City Council reviewed an application for a Beer/Wine Off Premises License for Publix, Alabama, LLC #1809, located at 18125 Wright Boulevard, Fairhope, AL 36532. Councilmember Boone moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

11 July 2022

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope accepts the U.S. Department of Commerce Economic Development Administration Grant Award, EDA Investment No. 04-79-07751, in the amount of \$2,500,000.00; and that the City Council authorizes the Mayor to sign all assurances and contracts and to comply with all applicable Federal and State laws, rules and regulations on behalf of the City. The motion was seconded by Councilmember Boone. Mayor Sullivan explained that the City still owns the building; and we need a Master Plan for the K-1 building. Mayor Sullivan and Councilmember Burrell both mentioned a Performing Arts Center at the K-1 Center. Councilmember Boone mentioned the trip to Ocean Springs to look at their Performing Arts Center; and how similar the property at the K-1 Center is for same. After further discussion, motion passed unanimously by voice vote.

**RESOLUTION NO. 4501-22**

**ACCEPTING THE GRANT AWARD FROM THE  
UNITED STATES DEPARTMENT OF COMMERCE ECONOMIC  
DEVELOPMENT ADMINISTRATION (EDA)**

**WHEREAS**, the United States Department of Commerce Economic Development Administration (EDA) has approved the City of Fairhope and the Baldwin County Community and Economic Development Foundation's joint grant application requesting an EDA investment of \$2,500,000.00 for renovation of the existing K1 Center Building (100 S. Church Street) to serve as a business resource hub for emerging technology entrepreneurs and companies in the City of Fairhope; and

**WHEREAS**, the scope of work includes all architectural and engineering fees and construction costs, and the City is required to provide a minimum matching funds commitment of \$625,000.00, or 20% of the total estimated costs of \$3,125,000.00; and

**WHEREAS**, Congressman Jerry Carl has made funding available in the amount of \$750,000.00 that will serve as the matching funds for this project, bringing the total project costs to \$3,250,000.00, through the Consolidated Appropriations Act of 2022; and

**WHEREAS**, the appropriation will be provided to the City by the United States Department of Housing and Urban Development (HUD) through an FY22 Economic Development Initiative (EDI) Community Project Funding Grant; and

**WHEREAS**, each lease/license arrangement of the building shall be subject to the prior written approval of the EDA and in accordance with the purpose of the grant award, to provide adequate employment and economic benefits to the area; and

11 July 2022

**NOW, THEREFORE IT BE RESOLVED**, that the City of Fairhope accepts the U.S. Department of Commerce Economic Development Administration Grant Award, EDA Investment No. 04-79-07751, in the amount of \$2,500,000.00; and

**BE IT FURTHER RESOLVED** that the City Council authorizes the Mayor to sign all assurances and contracts and to comply with all applicable Federal and State laws, rules and regulations on behalf of the City.

APPROVED ON THIS THE 11TH DAY OF JULY, 2022

---

James Reid Conyers, Jr.  
Council President

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

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

- 1) Carol Schneider, 113 Orange Avenue, addressed the City Council and stated the City made a mistake a month ago with the Gay Pride 2nd Annual Event. Ms. Schneider said she was disturbed that so many small children were in attendance. She said there was a pageant show with small children dressed in LGBTQ clothes. Mayor Sullivan said she attended the event; and at the entrance they were handing out different colored arm bands for parents to put on their children to show whether or not it was okay to take pictures. Council President Conyers commented they rented the park and have the right to be there. Councilmember Burrell stated they have the right to freedom of speech.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Alabama Code § Section 36-25A-7(a)(3) to discuss pending and potential litigation; and Section 36-25A-7(a)(4) to discuss security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or other infrastructures, the public disclosure of which could reasonably be expected to be detrimental to public safety or welfare. The approximate time to be in Executive Session is 60 minutes. Councilmember Boone moved to go into Executive Session. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.



11 July 2022

Exited the dais at 7:35 p.m. Returned at 8:46 p.m.

Council President Conyers stated there was a need to add on an agenda item and read the following resolution prepared by City Attorney McDowell: a resolution authorizing the City of Fairhope to join the State of Alabama and other Local Governments as participants in current and future Opioid Settlements.

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

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope is authorized to join the State of Alabama and other local governments as participants in current and future Opioid Settlements. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 4502-22**

**A RESOLUTION AUTHORIZING THE CITY OF FAIRHOPE TO JOIN THE STATE OF ALABAMA AND OTHER LOCAL GOVERNMENTS AS PARTICIPANTS IN CURRENT AND FUTURE OPIOID SETTLEMENTS**

WHEREAS, the opioid epidemic continues to impact communities in the United States, the State of Alabama, and the City of Fairhope, Alabama.

WHEREAS, the City of Fairhope has suffered harm and will continue to suffer harm as a result of the opioid epidemic;

WHEREAS, the State of Alabama and some Alabama local governments have filed lawsuits against opioid manufacturers, distributors, and retailers (“Opioid Litigation”);

WHEREAS, the State of Alabama has entered into various Settlement Agreements and are likely to enter into additional agreements in the future which include the claims for the State of Alabama’s local governments;

WHEREAS the City of Fairhope finds the terms of the current Settlement Agreements acceptable and in the best interest of the community and anticipates the terms of the future Settlement Agreements to be similarly acceptable;

WHEREAS, the State of Alabama has prepared and presented Settlement Sign-On Agreements to the local governments and the City of Fairhope finds the terms of the Sign-On Agreement acceptable and in the best interest of the community;

11 July 2022

WHEREAS, the current and future Settlement Agreements and Sign-On Agreements will detail the allocation of Settlement Funds, which the City of Fairhope finds acceptable and in the best interest of the community;

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

Section 1. That the City of Fairhope finds that participation in the various Opioid Settlements, Settlement Agreement and Sign-On Agreement is in the best interest of the City of Fairhope and its citizens because such a plan would ensure an effective structure for the commitment of Settlement Funds to abate and seek to resolve the opioid epidemic.

Section 2. That the City of Fairhope hereby expresses its support for the Settlement of various Opioid claims and allocation and use of Settlement Funds as generally described in the Settlement Agreement and Sign-On Agreement.

Section 3. That the City of Fairhope's Mayor is hereby expressly authorized to execute the Settlement Sign-On Agreements and the Mayor is hereby authorized to execute any formal agreements necessary to implement the Settlements and plan for the allocation and use of Settlement Funds.

Section 4. That the Mayor is hereby expressly authorized to execute any formal agreement and related documents evidencing the City of Fairhope's agreement to the settlement of claims and litigation related to the Opioid Epidemic.

Section 5. That the City Clerk is authorized to take such other action as necessary and appropriate to effectuate the City of Fairhope's participation in any Settlement related to the Opioid Epidemic.

Section 6. This Resolution is effective upon adoption, the welfare of the City of Fairhope, Alabama requiring it.

ADOPTED AND APPROVED THIS THE 11TH OF JULY, 2022

---

James Reid Conyers, Jr.  
Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

11 July 2022

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:49 p.m.

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James Reid Conyers, Jr.,  
Council President

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Lisa A. Hanks, MMC  
City Clerk

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

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

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

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

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

The property of Corte Rockwell Place, LLC, generally located at 22148 State Highway 181, Fairhope, Alabama.

**PPIN # 108453**

**Legal Description:** (Case number ZC 22.05)

Commence at the Northeast corner of the SW 1/4 of the SW1/4 of Section 2, Township 6 South, Range 2 East, Saint Stephens Meridian for a POINT OF BEGINNING; thence run W, along the North line of the SW 1/4 of the SW 1/4 of said Section 2 for 1,198 feet, more or less, to a point on the East Right of Way of Alabama Highway 181; thence run S 00°17'55" West for 621.75 feet; thence continuing along said Right of Way, run S 44°42'28" E for 42.43 feet; thence continuing along said Right of Way, run S 00°17'32" W for 23.71 feet to a point on the North line of a parcel leased to Colony Fence Company; thence run N 89°52' E, along Colony Fence parcel, for 149.02 feet, more or less; thence run S 02°04' E, continuing along Colony Fence parcel, for 181.09 feet; thence continuing along Colony Fence parcel run S 89°52' W for 185.91 feet, more or less, to a point on the East right of way of said Alabama Highway 181; thence run along said right of way S 00°17'32" W, for 380.07 feet; thence continuing along said right of way run S 43°51'20" E for 71.63 feet to a point on the N right of way of Alabama Highway No. 104; thence run E, along the N right of way of Alabama Highway 104, for 1,173 feet, more or less; thence run N along the E line of the SW1/4 of the SW1/4 of said Section 2 for 1,292 feet, more or less to the P.O.B. Tract lies in Section 2, T6S, R2E, Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation.

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

**The property is hereby initially zoned B-2, General Business District, concurrent with annexation into the City of Fairhope.** This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.



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

Page -2-

**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 25th day of July, 2022.

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

Attest:

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

Adopted and approved this 25th day of July, 2022.

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



Exhibit A: The Property of Corte  
Rockewell Place, LLC.  
Conditional Annexation to B-2  
(ZC 22.05)





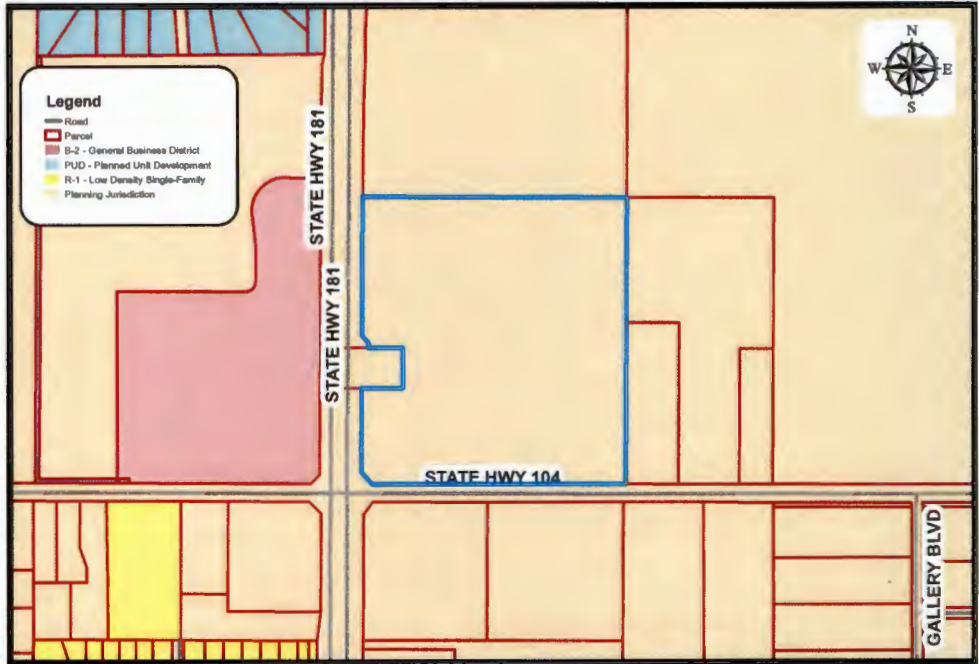
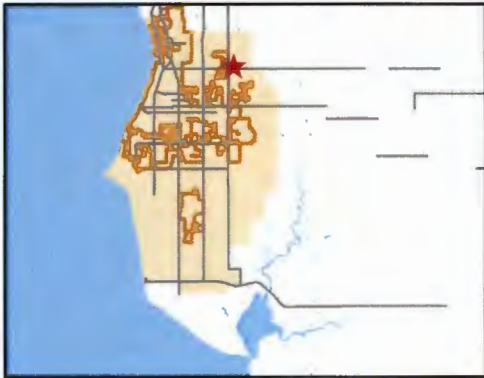
# City of Fairhope City Council

July 11, 2022



The Planning Commission unanimously (7 Ayes, 0 Nays) voted to recommend approval of ZC 22.05.

## ZC 22.05 - Kleban Corte Development



<b>Project Name:</b>	Kleban Corte Development
<b>Site Data:</b>	34.41 acres
<b>Project Type:</b>	Conditional Annexation with Rezoning
<b>Jurisdiction:</b>	Fairhope Planning Jurisdiction
<b>Zoning District:</b>	N/A
<b>PPIN Number:</b>	108453
<b>General Location:</b>	Northeast intersection of State Highway 181 and State Highway 104
<b>Surveyor of Record:</b>	Sawgrass
<b>Engineer of Record:</b>	Sawgrass
<b>Owner / Developer:</b>	Corte Rockwell Place LLC
<b>School District:</b>	Fairhope Elementary School Fairhope Middle and High School
<b>Recommendation:</b>	Approval
<b>Prepared by:</b>	Hunter Simmons







APPLICATION FOR ZONING DISTRICT CHANGE

Corte Rockwell Place LLC  
 By Nancy Corte, Manager **Property Owner / Leaseholder Information**  
 Name: Nancy Corte, Manager Phone Number: (251) 421-3371  
 Street Address: POB 1166  
 City: Fairhope State: AL Zip: 36533

**Applicant / Agent Information**  
 If different from above.  
 Notarized letter from property owner is required if an agent is used for representation.  
 Name: Kenneth Kleban Phone Number: (203) 247-0732  
 Street Address: 189 Post Rd.  
 City: Fairfield State: CT Zip: 06824

Current Zoning of Property: Unzoned  
 Proposed Zoning/Use of the Property: B-2/Commercial  
 Property Address: 2248 State Highway 181  
 Parcel Number: 05-46-01-02-0-000-001.510, PIN# 108453  
 Property Legal Description: Attached  
 Reason for Zoning Change: To allow Commercial development.

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

Character of Improvements to the Property and Approximate Construction Date:  
Site work to create two pad ready areas for two buildings. Construction ASAP. See attached sketch.

Zoning Fee Calculation:  
 Reference: Ordinance 1269

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

Corte Rockwell Place LLC  
Nancy Corte, Manager  
 Property Owner/Leaseholder Printed Name

Nancy Corte  
 Signature  
 Fairhope Single Tax Corp. (If Applicable)

Date



Planning & Development  
City of Fairhope, AL

March 29, 2022

To Whom It May Concern:

I, Nancy Corte, of Corte Rockwell Place LLC, hereby give my authorization to Kenneth Kleban of Wells Ventures LLC at 1189 Post Rd., Fairfield, CT 06824 to act as my agent only for the purpose of submitting the attached application for zoning district change and petition for annexation.

Sincerely,

*Nancy Corte*  
Nancy Corte

*Jennifer Evans Sanford*

State of Alabama County of Baldwin, I, \_\_\_\_\_ (name and style of officer) hereby certify that Nancy Corte whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date. Given under my hand this 4th day of April, 2022. (Seal) \_\_\_\_\_ Notary Public in and for said County in said State





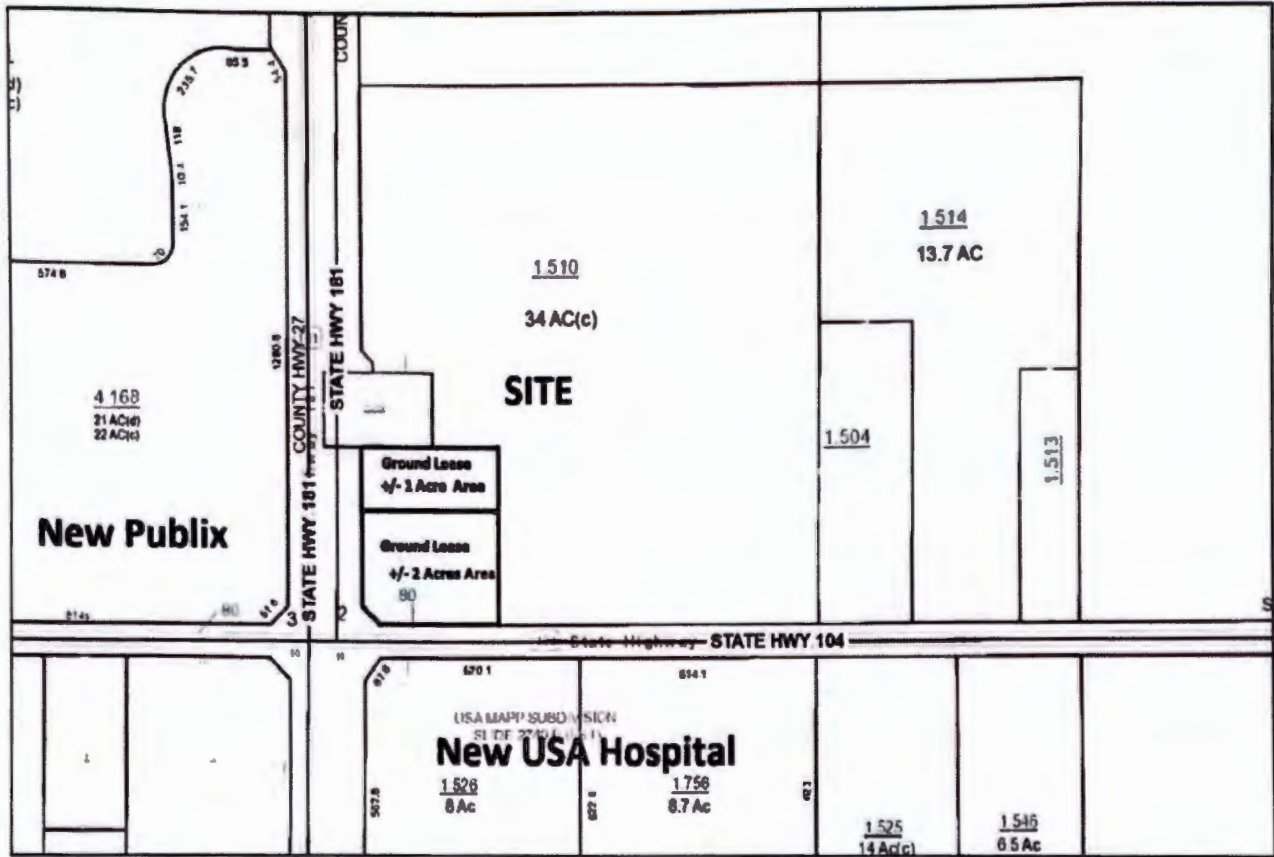
## EXHIBIT A

### Legal Description of the Property

Commence at the Northeast corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 2, Township 6 South, Range 2 East, Saint Stephens Meridian for a POINT OF BEGINNING; thence run W, along the North line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 2 for 1,186 feet, more or less, to a point on the East r.o.w. of Alabama Highway 101; thence run S  $00^{\circ} 17' 55''$  West for 621.75 feet, thence continuing along said r.o.w., run S  $44^{\circ} 42' 26''$  E for 42.43 feet; thence continuing along said r.o.w., run S  $00^{\circ} 17' 32''$  W for 23.71 feet to a point on the North line of a parcel leased to Colony Fence Company; thence run N  $89^{\circ} 52'$  E, along Colony Fence parcel, for 149.02 feet, more or less; thence run S  $02^{\circ} 04'$  E, continuing along Colony Fence parcel, for 181.00 feet; thence continuing along Colony Fence parcel run S  $89^{\circ} 52'$  W for 185.91 feet, more or less, to a point on the East r.o.w. of said Alabama Highway 101; thence run along said r.o.w., S  $00^{\circ} 17' 32''$  W, for 360.07 feet; thence continuing along said r.o.w. run S  $43^{\circ} 51' 20''$  E for 71.53 feet to a point on the N r.o.w. of Alabama Highway No. 104, thence run E, along the N r.o.w. of Alabama Highway 104, for 1,173 feet, more or less; thence run N along the E line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 2 for 1,282 feet, more or less, to the P.O.B. Tract contains 34.45 acres, more or less, and lies in Section 2, T6S, R2E, Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation.



### Exhibit A





**Summary of Request:**

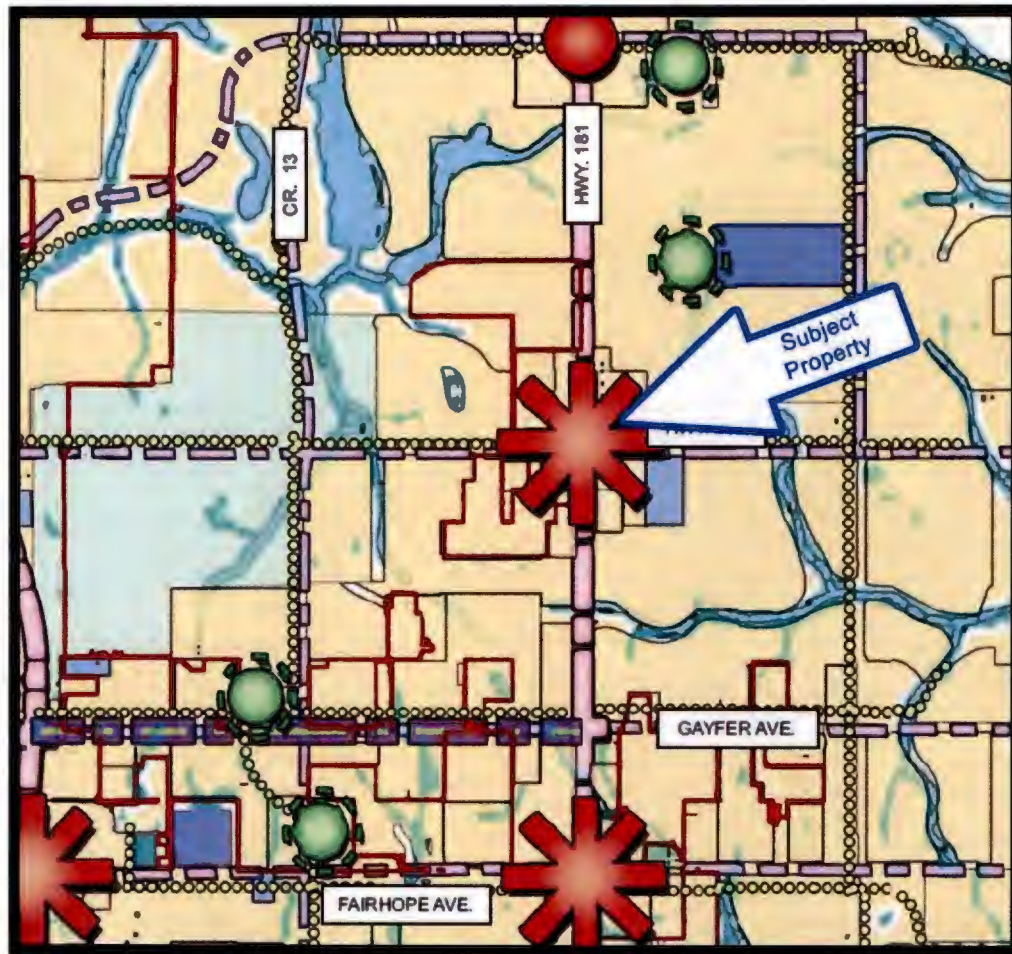
Applicant, Kenneth Kleban with Kleban Properties, acting on behalf of the Owner, FST Corte Rockwell Place, LLC, is requesting to establish an initial zoning of B-2, General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 34.41 acres and is located on the northeast corner of State Highway 104 and State Highway 181, at 22148 State Highway 181.

**Comments:**

The subject property is currently outside the City of Fairhope’s municipal boundary and un-zoned. One structure is currently present, with most of the site undeveloped.

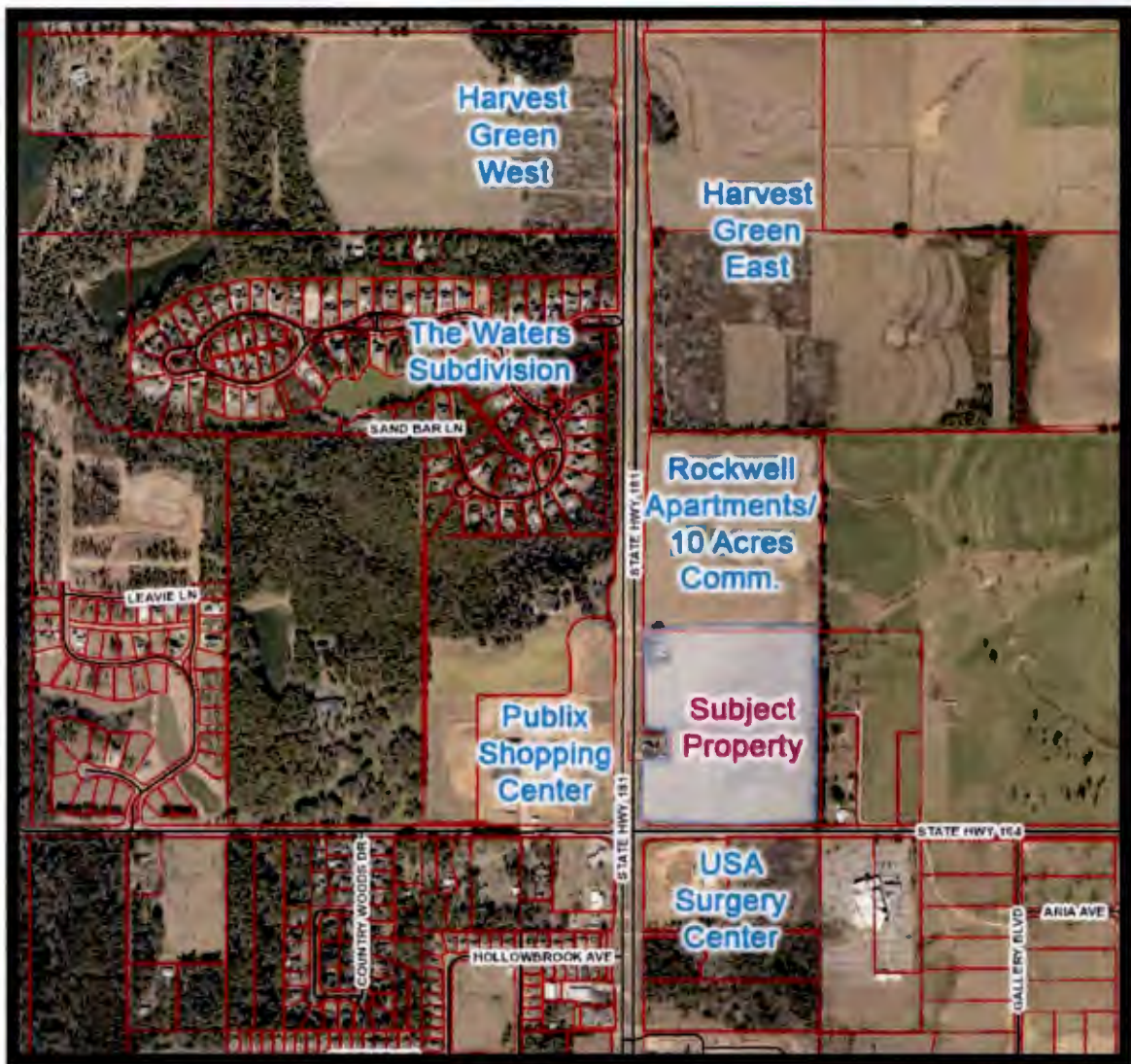


The site is centrally located within a Village Node, per the City of Fairhope Comprehensive Plan’s preferred land use plan. A Village Node is where the most intense uses, such as B-2 should be located. Important to note, this is a straight re-zoning request and does not include a site plan for intended uses. Future uses, if approved, shall meet the Fairhope Zoning Ordinance requirements.



The image below illustrates recent developments in the vicinity of the subject property. Staff does not see a conflict with either the Comprehensive Plan, nor the development patterns within the area.





The Zoning Ordinance defines B-2 General Business District as follows:

*“B-2 General Business District: This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included.”*

A copy of the Zoning Ordinance’s Use Table, highlighting allowable uses in B-2, is attached within the packet.

The application does mention “Site work to create two pad ready areas for two buildings. Construction ASAP.” However, this application is only reviewing rezoning of the property and does not include approval of a site plan.

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

**(1) Compliance with the Comprehensive Plan;**

**Response:**

Meets

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

**Response:** Staff is appreciative of the application, which intends to annex into the City of Fairhope and fall under the City's development guidelines.

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

**Response:** Meets

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

**Response:** This is a re-zoning request, without a Site Plan review. Future projects within the subject property shall ensure adequate public infrastructure.

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

**Response:** The applicants have no known plans of construction or redevelopment at this time.

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

**Response:** At the time of any redevelopment all applicable laws of the City will be applied. If granted, any use within B-2 zoning will be allowed 'by right'.

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

**Response:** At the time of a redevelopment all applicable laws will be applied.

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

**Response:** Because the applicants have not expressed any plans in terms of future use, Staff cannot anticipate any significant issues relating to this criterion at this time.

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

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

**Recommendation:**

Staff recommends Case: ZC 22.05 Kleban Corte Development be **approved** for conditional annexation, with initial zoning of B-2 General Business District.







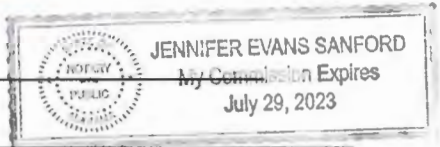
I, Jennifer Evans Sanford a Notary Public in and for said State and County, hereby certify that Nancy Corte whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed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

Given under my Hand and Seal this 4th day of April, 2022

(Seal)

Jennifer Evans Sanford  
Notary Public

My commission expires \_\_\_\_\_



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

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(Seal)

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

My commission expires \_\_\_\_\_

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

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

(Seal)

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

My commission expires \_\_\_\_\_





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

**PETITION FOR ANNEXATION**

STATE OF ALABAMA            )  
COUNTY OF BALDWIN        )

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

The subject land is delineated on the map attached hereto as EXHIBIT B that will be prepared by the City of Fairhope to verify property is contiguous.

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

This petition is for R-1 Zoning

The condition of the Petition is that zoning be established as B-2  
Concurrent with Annexation. (Zoning Request)

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

[Signature]  
Signature of Petitioner

Lee Turner, President of FSTC  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

\_\_\_\_\_  
Signature of Petitioner

\_\_\_\_\_  
Print petitioner's name

Physical Address of property being annexed: 22148 State Highway 181

Petitioner's Current Physical Address: \_\_\_\_\_  
Petitioner's Current Mailing Address: \_\_\_\_\_

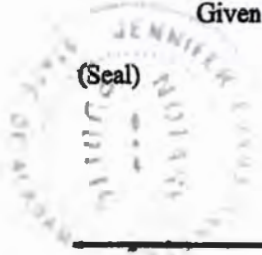
Telephone Number(s): \_\_\_\_\_  
Home Work (251) 421 - 3371

Tax Parcel ID Number: \_\_\_\_\_ Size of Property: 34.44 acres  
05-46-01-02-0-000-001.510  
PIN # 108453



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

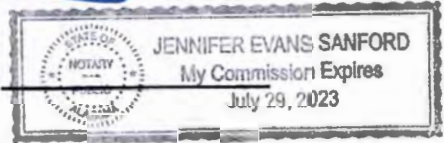
Given under my Hand and Seal this 18<sup>th</sup> day of April, 2022



(Seal)

Jennifer Evans Sanford  
Notary Public

My commission expires \_\_\_\_\_



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

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Seal)

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

My commission expires \_\_\_\_\_

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

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(Seal)

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

My commission expires \_\_\_\_\_

## EXHIBIT A

### Legal Description of the Property

Commence at the Northwest corner of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of Section 2, Township 6 South, Range 2 East Saint Stephens Meridian for a POINT OF BEGINNING; thence run W, along the North line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 2 for 1,198 feet, more or less, to a point on the East r.o.w. of Alabama Highway 181; thence run S 00° 17' 55" West for 621.76 feet, thence continuing along said r.o.w., run S 44° 42' 28" E for 42.43 feet; thence continuing along said r.o.w., run S 00° 17' 32" W for 23.71 feet to a point on the North line of a parcel leased to Colony Fence Company; thence run N 89° 52' E, along Colony Fence parcel, for 149.02 feet, more or less; thence run S 02° 04' E, continuing along Colony Fence parcel, for 181.09 feet; thence continuing along Colony Fence parcel run S 89° 52' W for 185.91 feet, more or less, to a point on the East r.o.w. of said Alabama Highway 181; thence run along said r.o.w., S 00° 17' 32" W, for 380.07 feet; thence continuing along said r.o.w. run S 43° 51' 20" E for 71.83 feet to a point on the N r.o.w. of Alabama Highway No. 104, thence run E, along the N r.o.w. of Alabama Highway 104, for 1,173 feet, more or less; thence run N along the E line of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of said Section 2 for 1,292 feet, more or less, to the P.O.B. Tract contains 34.45 acres, more or less, and lies in Section 2, T6S, R2E, Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation.

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 amendment relates to M-1 Light Industrial District; and,

**WHEREAS**, after the appropriate public notice and hearing of ZC 22.07, 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 M-1 shall be amended to allow a Kennel or Animal Hospital 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 25th day of July, 2022

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

Attest:

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

Adopted and approved this 25th day of July, 2022

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

City of Fairhope  
City Council  
July 11, 2022



Planning Commission unanimously (7 Ayes, 0 Nays) voted to recommend approval of ZC 22.07.

## ZC 22.07 Zoning Amendment

**Summary: To allow a *Kennel or Animal Hospital* as an improved use, with Board of Zoning Adjustment Approval, in the M-1 Light Industrial District.**

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

The Zoning Ordinance defines a *Kennel or Animal Hospital* as any business where four (4) or more dogs over four (4) months of age are kept for general boarding or medical care.

Currently, a *Kennel or Animal Hospital* is permitted only on appeal and subject to special conditions in three zoning districts:

- B-2 General Business District
- B-3a Tourist Resort Lodging District
- M-2 General Industrial District

In practice, a *Kennel or Animal Hospital* must be approved by the Board of Zoning Adjustments anywhere within Fairhope's municipal jurisdiction, but only those within one of the three District's referenced above may request the use. Also, important to note, there are currently no properties zoned M-2 General Industrial District.

This amendment proposes to include a *Kennel or Animal Hospital* as a use permitted only on appeal and subject to special conditions within the **M-1 Light Industrial District**.

Effectively, this amendment would allow those zoned M-1 to request a *Kennel or Animal Hospital*, and the Board of Zoning Adjustment could evaluate each request based on the merits of the location and proximity to other uses.

Because any change to M-1 can affect local industry, the Fairhope Industrial Development Board has reviewed the proposed amendment and unanimously recommends approval.

For reference, most properties zoned M-1 are located in the near the intersection of Greeno Rd/Nichols Ave, near Fairhope Public Works, and on and around the Sonny Callahan Fairhope Airport. A map of each area is included below (purple illustrates M-1):





Figure 1: Area near Greeno Rd/Nichols Ave

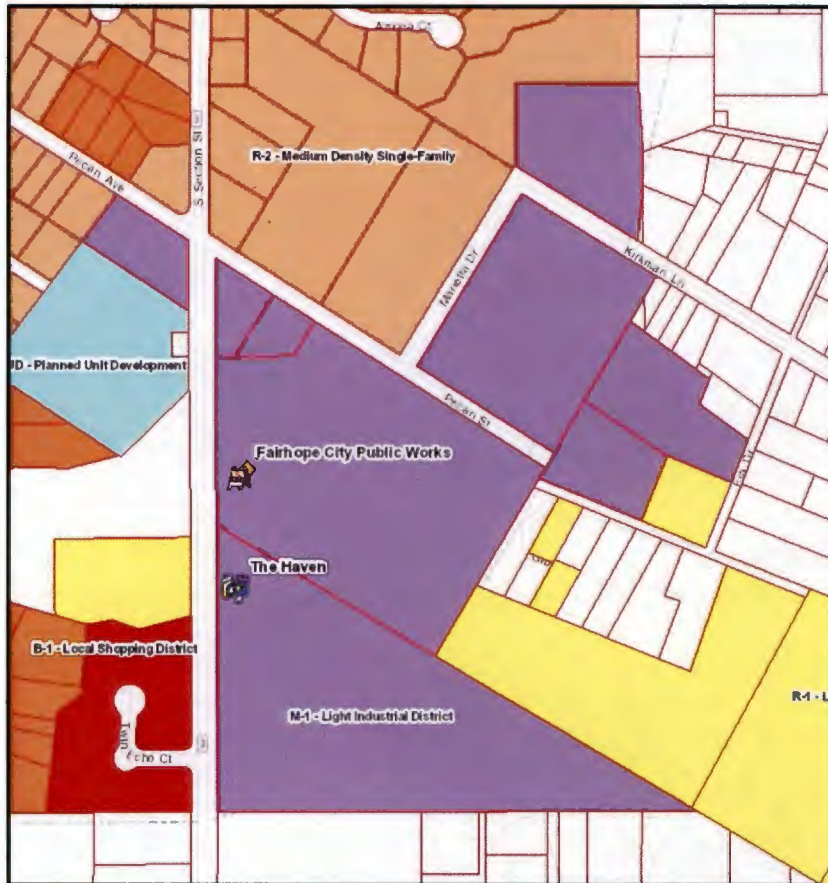


Figure 2: M-1 near Fairhope Public Works

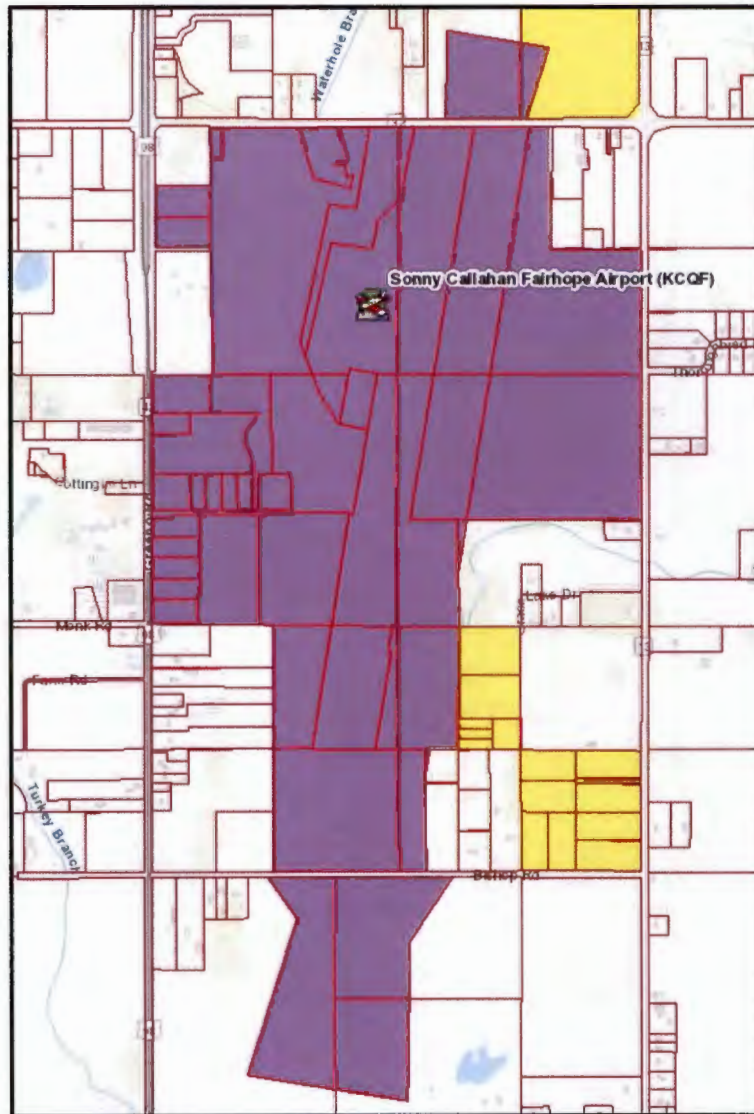


Figure 3: M-1 near the Fairhope Airport

Staff acknowledges not all properties zoned M-1 are appropriate for a kennel or animal hospital but does recommend approval of the amendment since each application may be reviewed independently for appropriateness.

Thank you for your consideration,

A handwritten signature in blue ink, appearing to read "Hunter Simmons".

Hunter Simmons, Planning Director

ORDINANCE NO. \_\_\_\_

AN ORDINANCE TO REPEAL ORDINANCE 1012 AND AMEND ORDINANCE  
NO. 1254 KNOWN AS THE RIGHT-OF-WAY CONSTRUCTION AND  
ADMINISTRATION ORDINANCE

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

**Section 1: Declaration of Findings and Purpose; Scope**

- (a) *Title.* This body of regulations shall be known as the "City of Fairhope Right-of-Way Construction and Administration Ordinance."
- (b) *Findings and Purpose.*
- (1) In order to provide for the health, safety and well-being of its citizens, as well as to ensure the structural integrity of its streets, the city strives to keep its rights-of-way in a state of good repair and free from unnecessary encumbrances.
  - (2) The city holds the rights-of-way within its geographical boundaries as an asset in trust for its citizens. The city and other public entities have invested millions of dollars in public funds to build and maintain the rights-of-way.
  - (3) The City possesses the authority to manage and control its rights-of-way and to enact reasonable regulations in furtherance thereof.
  - (4) The proliferation of entities that have been licensed by the states and the potential for additional entities having the need to occupy rights-of-way necessitates the modernization of the city's regulations used to control the placement, construction and maintenance of facilities owned by existing and potential rights-of-way users.
  - (5) In response to the foregoing facts, the City Council has adopted this article relating to rights-of-way construction and administration. This article imposes reasonable regulations on the placement and maintenance of facilities currently within its rights-of-way or to be placed therein at some future time.
  - (6) The regulations embodied herein have been made as broad as possible to serve as standards of quality and to maintain the necessary uniformity in the utilization of the public traffic corridors.
  - (7) The permit fees imposed in this article are adopted pursuant to the city's police power. The purpose of the permit fees is to enable the city to recover its costs of administration and enforcement of this article.
- (c) *Easements not Impaired.* Nothing in this article is intended to impair the legal obligation of any contract, franchise, or easement previously granted by the city.
- (d) *Not in Lieu of Franchise.* Compliance with the permitting requirements of this article shall not excuse any person from complying with all other requirements of law, including holding a valid franchise from the city.
- (e) *Area of Jurisdiction.* This article shall apply to all land within the corporate limits of the city as such corporate limits exist or may exist in the future.

**Section 2: Definitions**

For the purpose of this article the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context the words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the future, words in the plural number include the singular number and words in the singular number include the plural number. The word "shall" is always mandatory and not merely derivative.

*11-52-11 Review* is defined as whenever the Planning Commission shall have adopted the Master Plan of the City or of one or more major sections or districts thereof, no street, square, park, or other public way, ground or open space or public building or structure or public utility, whether publicly or privately owned, shall be constructed or authorized in the municipality or in such planned section and district until the location, character, and extent thereof shall have been submitted to and approved by the commission; provided, that in case of disapproval the commission shall communicate its reasons to the council, which shall have the power to overrule such disapproval by a recorded vote of not less than two thirds of its entire membership; provided further, that if the public way, ground, space, building, structure, or utility is one the authorization or financing of which does not, under the law or charter provisions governing same, fall within the province of the City Council, then the submission by the Planning Commission shall be to the board, commission, or body having such jurisdiction and the Planning Commission's disapproval may be overruled by said board, commission, or body by a vote of not less than two thirds of its membership.

*Applicant* means any person or entity requesting or under a duty to request permission to obstruct or construct in a right-of-way.

*Application* means the process by which an applicant submits a request for permission to obstruct or construct in a right-of-way.

*Article* means the City of Fairhope Right-of-Way Construction and Administration Ordinance, including all appendices hereto, as the same shall be amended from time to time.

*Balcony* shall mean an open platform on the outside of a building, with access from an upper floor window or door.

*Block* shall mean that part of the right-of-way that includes the area from the property line to the parallel property line in width and extending from the centerline of an intersecting street to the centerline of the next intersecting street in length or six hundred sixty (660) feet, whichever is less.

*Building Department* shall denote the permitting authority for the City of Fairhope.

*Canopies* shall mean any overhead covering which extends over the public right-of-way, typically made of fabric.

*City* means the City of Fairhope, Alabama, a municipal corporation organized under the laws of the State of Alabama.

*City Building Official* shall mean the Building Official of the city, or his or her designee.

*City Cost* shall mean the direct and indirect costs borne by the city for the implementation, administration, and enforcement of this article.

*Code* shall mean the Municipal Code of the City, as the same shall be amended from time to time.



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*Code Enforcement Officer* mean any person authorized by the City of Fairhope to enforce the codes of the city and issue municipal offense tickets for violations thereof.

*Construct* means to excavate, repair, rehabilitate, maintain, and install sanitary sewers, water mains, fire hydrants, valves, meters, manholes, service lines and connections, gas mains, telephone and electrical conduit and their miscellaneous service lines and connections, telecommunications facilities cables, wires, lines, wave guides, antennas, and other equipment or facilities, pedestals, and service cabinets, poles, guy wires, storm drains, manholes, inlets, catch basins, irrigation systems, driveways, sidewalks, pavement extensions, curbs, walks, steps, building canopies, balconies, overhead walkways, and temporary detour pedestrian walkways on, above, or under any part of the rights-of-way provided however, that construct shall not mean installation, repair, rehabilitation or maintenance of facilities that do not involve excavation of any portion of the rights-of-way.

*Construction Bond* means a bond posted to ensure proper and complete construction and/or repair of a permitted site pursuant to a permit issued by the Building Department.

*Construction Standards for Miscellaneous Construction, Utility Excavation, Right-of-Way and Pavement Restoration* means the compilation of provisions and requirements that provide the technical specifications and details for the construction of facilities in the right-of-way.

*Department* means the City Building Department.

*Department Inspector* means any person designated/authorized by the City Building Official to carry out inspections related to the provisions of this article.

*Emergency* means a condition that poses a clear and immediate danger to life or health, or of a significant loss of property or utility service. "Emergency" also includes requests for service which the applicant deems urgent and can be classified as small project types A and B.

*Encroachment* shall mean any privately owned personality situated on, affixed to, or overhanging any public right-of-way, including but not limited to canopies and street furniture.

*Excavation* shall mean any work in the surface or subsurface of the public right-of-way including, but not limited to opening the right-of-way, installing, servicing, repairing, or repairing/modifying any facilities/sites in or under the surface or subsurface, and restoring the surface or subsurface of the public right-of-way.

*Facilities* means any tangible thing located in any right-of-way; and shall include boulevard plantings or gardens planted and maintained in the right-of-way between a person's property and the street edge of pavement.

*Geotechnical Engineer* shall mean a professional engineer experienced in soils engineering and materials testing.

*Geotechnical Company* shall mean a professional engineering company that provides soils engineering and testing services, laboratory and field testing services, construction material testing, and possesses a certificate of authorization from the state board of registration for professional engineers and land surveyors.

*Horizontal Directional Drilling (HDD)* is a minimal impact trenchless method of installing underground utilities such as pipe, conduit, or cables in a relatively shallow arc or radius along a prescribed underground path using a surface-launched drilling rig.

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*In*, when used in conjunction with "right-of-way," means over, above, in, within, on or under a right-of-way.

*Landscape or Landscaping* means trees, shrubs and other plantings of materials that are or may grow to a height of eighteen (18) inches or more, and irrigation systems (in unpaved areas), in the right-of-way.

*Landscaping Ordinance* means the City's Tree and Landscaping Ordinance, which is Ordinance No. 1193, as amended by Ordinance No. 1223, all as the same may be amended, altered or repealed from time to time.

*Major Project* shall mean construction of water, sewer, gas, telephone, fiber optic, electric power conduit, cable and duct, TV cable, jacking, boring, pushing and tunneling, retrofitting existing facilities/sites, storm drain and any other miscellaneous major facility construction projects as interpreted by the Planning and/or Building Department. Major projects may also be subject to the requirements of an 11-52-11 review.

*Micro Trenching* is a low-impact slot-cut trenching method that enables quick installation of underground fiber in trenches that are narrower and shallower than typical open trenches currently used in the industry.

*Minor Project* shall mean construction of miscellaneous utility service lines, manhole installation not associated with major project construction, main line point repairs and installation, miscellaneous utility service line repair, storm drain and inlet repairs, vaults, irrigation systems and other miscellaneous construction and repair projects that involve less than (1) one block or (6) six hundred sixty (660) linear feet of right-of-way.

*Municipal Court* shall mean the part of the City of Fairhope Municipal Court System designed to enforce local laws and ordinances relating to the physical appearance of the city, and the health and safety of the public.

*Municipal Offense Ticket (M.O.T.)* means a citation issued for a violation of this article. A M.O.T. may require payment of a fine as defined by the municipal offense ticket system (M.O.T.) fine schedule, as may be amended from time to time, appearance in municipal court, and if determined by a judge of said court, jail or community service.

*Notice of Violation* means written warning issued by the department, or the City of Fairhope Code Enforcement Officer, for a violation or possible violation of this article.

*Obstruct* means to place any tangible object in a right-of-way so as to hinder free and open passage over, under, or through that or any part of the right-of-way.

*Permit Fee* means money charged by the city to cover the city costs of the project.

*Permittee* means any person or company to whom a permit to construct or obstruct a right-of-way has been granted by the city.

*Person* means any natural or corporate person, business association or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision, a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity which has or seeks to have facilities/sites located in any right-of-way.

*Restoration* means the process by which a constructed or obstructed right-of-way is restored as specified in the construction standards.

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*Right-of-way* means the surface and space above and below any real property in which the city has an interest in law or equity, whether held in fee or other estate or interest including easements, or as a trustee for the public, including, but not limited to any public street, boulevard, road, highway, freeway, lane, alley, court, sidewalk, parkway, river, tunnel, viaduct, detention pond, retention pond, culvert, ditch, storm water management facility, bridge, park, or any other place, area, or real property owned by or under the control of the city.

*Right-of-way Permit* or *Permit* means the permit, which must be obtained before a person may construct in or obstruct a right-of-way.

*Routine Work* means work which a person might reasonably be expected to do, either under that person's contract of employment, or, if there is no such contract, in the normal course of that person's work.

*Service* or *Utility Service* means services provided by utilities.

*Sidewalk* shall mean the paved pedestrian walkway between the edge of the road and the street right-of-way line.

*Small Project (Type A)* shall mean the installation of equipment cabinets, junction boxes, terminal boxes, splice boxes, regulator stations, meters and valves in paved areas, utility poles, guy poles and appurtenances not associated with a major or minor project.

*Small Project (Type B)* shall mean the installation, repair and routine maintenance of miscellaneous utility drop lines, overhead wires and cables, traffic signal poles, light poles, traffic signs, meters, valves and other miscellaneous construction, repair, routine maintenance, and inspection, that requires minimal excavation or right-of-way disruption.

*Street Cut* means any demolition or cut in any public street or right-of-way or excavation in, for, or under any street, sidewalk, or thoroughfare.

*Subsurface Utility Engineering (SUE)* is a discipline of civil engineering that involves the investigation of buried utilities and identifies the conflicts they may pose to a project design in order to mitigate associated risks.

*Supplementary application* means an application made to construct or obstruct more of the right-of-way than allowed in, or to extend, a permit that has already been issued.

*Trenchless Technology* means the use of directional boring, horizontal drilling and microtunneling and other techniques in the construction of underground portions of facilities which result in the least amount of disruption and damage to right-of-way as possible.

*Underground Facilities* means all lines, cables, conduits, posts, tanks and any other facilities owned or operated by persons other than the city which are located wholly or partially underneath right-of-way.

*Utilities* means any water, sewer, gas, drainage, irrigation or culvert pipe and any electric power, telecommunication, signal, communication, or cable television conduit, fiber/fiber optic, wire, cable, or operator thereof.

*Utility Provider* means the owner and/or operator of any utility located within the rights-of-way.

**Section 3: Right-of-Way Administration**

- (a) *Administration.* The City Building Official shall be the principal city official responsible for the management of the city's right-of-way and the administration of this article. The City Building Official shall adopt and may amend from time to time, construction standards and other rules reasonably required to carry out the purposes of this article.

Any requirement not specifically covered by this article, or the construction standards shall be determined by the City Building Official. The City Building Official may delegate any or duties hereunder.

- (b) *Appeal Procedure.* Should any person aggrieved by a decision of the City Building Official with respect to any matter hereunder, the City Building Official and/or his designee may grant a special exception to the requirements of this article if a permittee demonstrates with written evidence that:

- (1) The exception will not create any threat to the public health, safety or welfare.
- (2) The permittee demonstrates that the increased economic burden and the potential adverse impact on the permittee's construction schedule resulting from the strict enforcement of this article, actually or effectively, prohibits the ability of the permittee to provide utility services in the city.
- (3) The permittee demonstrates that the requirement unreasonably discriminates against the permittee in favor of another person.
- (4) Appeals of 11-52-11 reviews will be processed in accordance with the requirements as listed in the Code of Alabama.

*Appeal Procedure.* Should any person be aggrieved by the decision of the City Building Official, and/or designee, such person may appeal by filing written notice with the City Clerk's Office within fifteen (15) days from the date of such decision. The department shall send a copy of the appeal and all relevant documentation, within fifteen (15) days, to the City Clerk's Office to be considered by the City Council at a public hearing.

**Section 4: Right-of-Way Permits**

- (a) *Permit Requirements.*

Except as otherwise provided in this article, no person may construct or obstruct any right-of-way without first having obtained one (1) of the following right-of-way permits from the Building Department:

- (1) Major Project;
- (2) Minor Project;
- (3) Small Project (Type A);
- (4) Small Project (Type B);
- (5) Landscape/Hardscape (Compliant with the requirements as defined in the Fairhope Tree Ordinance.)



*Right-of-Way Permit.* A Right-of-Way Permit is a permit which allows the holder to construct, obstruct, or landscape in that part of the right-of-way described in such permit and to hinder free and open passage over the specified portion of the right-of-way by placing facilities described therein, to the extent and for the duration specified therein. A permit is valid only for the dates and the area(s) of right-of-way specified in the permit. No person may construct in or obstruct the right-of-way beyond the date or dates specified in the permit unless such person:

- (1) Makes a supplementary application for another Right-of-Way Permit before the expiration of the initial permit; and
- (2) A new permit or permit extension is granted.

If no work is initiated within six (6) months of obtaining a permit, the permit is rendered invalid, and any permit application that is not issued within 6 months of submittal will be voided and a new submittal will be required excluding an 11-52-11 review.

*Emergencies.* When the work must commence immediately because of an emergency, the permittee shall comply with the provisions in Sec 6.

*Exemptions.* No permit shall be required for the following activities: Installation of landscaping materials, which are or may grow no more than eighteen (18) inches in height.

- (b) *Permit Applications.* Application for a permit is made to the Building Department.
  - (1) All Permit Applications shall contain and will be considered complete only upon compliance with the requirements of the Construction Standards, as appropriate. Permits may require subsurface utility engineering. Required quality level A-D will depend on location, sensitivity of area, and the size of the project on a case-by-case basis. The chief building official or his designee will decide what quality level is necessary for each project to ensure structural integrity of city right of ways and utilities.
  - (2) Tree and landscaping requirements of this article shall be administered and enforced by the City's Horticulturalist and/or his or her designee as defined by the City of Fairhope Tree and Landscape Ordinance.
- (c) *Issuance of Permit; Conditions.*
  - (1) If the City Building Official determines that the Applicant has satisfied the requirements of this article, the Building Department shall issue a permit. If the City Building Official determines that the applicant has not satisfied the requirements of this article, the City Building Official shall issue notification of and reason for denial.
  - (2) The City Building Official may impose reasonable conditions upon the issuance of the permit and the performance of the applicant thereunder in order to protect the public health, safety and welfare, to insure the structural integrity of the right-of-way, to protect the property and safety of other users of the right-of-way, and to minimize the disruption and inconvenience to the traveling public, including notification to owners of property along the affected portion of the right-of-way.

(d) *Permit Fees.*

- (1) *Permit Fee.* Permit fees shall be established by the City Council upon recommendation of the City Building Official. Said fees shall be in an amount sufficient to recover the following costs:
  - a. Administration, inspection, enforcement, and cost for obstructing the right-of-way including, but not limited to, costs associated with traffic management that result from street obstruction, lost tax revenues resulting from streets being blocked, loss of public parking.
  - b. For use of public parking spaces, a refuse container may be placed for no more than seven (7) total days at no charge. After the seven (7) day grace period, fees will be assessed per the schedule of fees in Section 19.110 in this ordinance.
  - c. The current schedule of permit fees is set forth in Section 10 of this article. All changes in the fee schedule shall be approved by the City Council.
- (2) *Payment of Permit Fees.* No permit shall be issued without payment of the applicable permit fees.
- (3) *Nonrefundable Fees.* All permit fees are nonrefundable.
- (4) *Joint Applications.* Applicants are encouraged to make joint applications for permits to construct or obstruct the right-of-way at the same place and time.
- (5) *Exemptions.* Notwithstanding anything contained in this article to the contrary, the city and its departments shall be exempt from and shall not have to pay any permit fees required by this article.

**Section 5: Construction; Restoration**

- (a) *Compliance with Construction Standards.* All construction or maintenance of facilities shall be in accordance with this article, including the Construction Standards, such other conditions imposed in connection with the issuance of the permit by the City Building Official under the provisions of this ordinance, and other applicable law.
- (b) *Location of Facilities.* The City Building Official shall have the power to prohibit or limit the placement of new or additional facilities within the right-of-way if there is insufficient space to accommodate all of the requests of permittees to occupy and use the right-of-way. In making such decisions, the City Building Official shall strive to the extent possible to accommodate all existing and potential users of the right-of-way, but shall be guided primarily by considerations of the public interest, the public's needs for the particular utility service, the condition of the right-of-way, the protection of existing facilities/sites in the right-of-way, and future city plans for public improvements and development projects which have been determined to be in the public interest.

- (c) *Least Disruptive Technology.* Applicants are encouraged to perform construction and maintenance of facilities in a manner resulting in the least amount of damage and disruption of the right-of-way. Applicants will be required to use Trenchless Technology for major and minor construction projects, within roadway limits, in arterial and other high volume streets constructed or resurfaced within the last five (5) years, unless otherwise approved by the City Building Official and such approval shall not be unreasonably withheld. The City Building Official may require Trenchless Technology in other locations, where extreme circumstances prevent or make open cut methods impractical. Applicants may use the open cut method or Trenchless Technology for major and minor projects outside roadway limits.
- (d) *Right-of-Way Restoration.*
- (1) The work to be done under the permit, and the restoration of the right-of-way as required herein, must be completed within the dates specified in the permit. In addition to its own work, the permittee must restore the general area of the work, including all disturbed landscaping materials and the permitted areas, including the paving and its foundations, per the City of Fairhope Construction Standards.
  - (2) The permittee shall perform the work according to the standards and with the materials specified by the Building Department including but not limited to the construction standards.
  - (3) By restoring the right-of-way, the permittee guarantees its work for twenty-four (24) months following its completion. During this twenty-four (24) month period, the permittee shall, upon notification from the City Building Official, correct all restoration work to the extent necessary using the method required by the Building Official. Said work shall be completed within the time frame specified by the City Building Official.
  - (4) For directional boring projects where any installation that is greater than 500 feet continuously in the right-of-way, the contractor will be required to provide video documentation of the integrity of any sanitary sewer lines (gravity), and/or storm sewer lines less than 3' from the work performed at the discretion of the ROW Inspector and/or the Public Works Director.
  - (5) The requirements of the Fairhope Erosion and Sediment Control Ordinance and amendments (#1398 and #1603) shall govern all stabilization work, both for temporary and permanent measures.
  - (6) Any sidewalks that are removed on the Public Right of Way shall be replaced within 72 hours of the completion of the project. All replacement work shall meet the requirements of the adopted Public Right-of-Way Accessibility Guidelines (PROWAG) for ADA compliance.
  - (7) Installation requirements. The excavating, backfilling, restoration, and all other work performed in the right-of-way shall be done in conformance with specifications set forth in the construction standards.
  - (8) Inspection. Except for routine work, when the work under any permit for major and minor projects hereunder is completed, the permittee shall notify the Building Department.

- (9) Permittee shall make the work site available to the City Building Official or his authorized representative and to all others as authorized by law for inspection at all reasonable times during the execution and upon completion of the work.
  - (10) At the time of the inspection, the City Building Official, or his authorized representative may order the immediate cessation of any work which poses a serious threat to the life, health, safety or well-being of the public.
  - (11) Upon completion the permit holder shall call the Fairhope Building Department, and schedule and final inspection of the work performed. Any deficiencies noted will be provided in a written inspection report to the permit holder, and once corrections have been made a reinspection will be scheduled to verify all work is completed.
  - (12) The City Building Official, or his authorized representative may issue a notice of violation to the permittee for any work which does not conform to the applicable standards, conditions, or codes. The order shall state that failure to correct the violation will be cause for issuance of a Municipal Offense Ticket (M.O.T.) and/or a stop work order. Within the time frame indicated on the notice after issuance of the order, the applicant shall present proof to the Building Department that the violation has been corrected. If such proof has not been presented within the required time, the City Building Official or their designee may issue a stop work order, revoke permit, and/or have a Municipal Offense Ticket (M.O.T.) issued.
- (e) *Other Obligations.* Obtaining a right-of-way permit does not relieve the permittee of its duty to obtain all other necessary permits, licenses, and authority and to pay all fees required by any other city, county, state, or federal rules, laws, or regulations.
- (1) Contact shall be made to the Alabama one call excavation notice system (811) in accordance with Chapter 15 of Title 37 of the Code of Alabama (2016), as the same may be amended or replaced from time to time.
  - (2) A permittee shall perform all work in conformance with all applicable codes and established rules and regulations, and is responsible for all work done in the right-of-way pursuant to its permit, regardless of who performs the work.
  - (3) Prior to the start of any project, the permittee shall provide a phasing plan of the work area showing the entire work area and noting the phasing of the work to be completed. The permittee shall also include a proposed work schedule listing where work will be performed each day or week.
  - (4) Except in the case of an emergency, and with the approval of the Building Department, no right-of-way obstruction or excavation may be performed when seasonally prohibited or when conditions are unreasonable for such work.
  - (5) A permittee shall not so obstruct a right-of-way that the natural and free passage of water through the gutters or other waterways shall be interfered with.
  - (6) Private vehicles not owned by or under contract to permittee may not be parked within or adjacent to a permit area.



**Section 6: Enforcement of Permit Obligation**

(a) *Denial of Permit.*

- (1) *Mandatory Denial.* Except in the case of an emergency, no permit will be granted:
  - a. To any person who has failed to comply with the requirements of this article;
  - b. To any Person who is delinquent in paying a debt owed to the city;
  - c. If, in the discretion of the City Building Official, the issuance of a permit for the particular date and/or time would cause a conflict or interfere with an exhibition, celebration, festival, or any other event. The City Building Official, in exercising this discretion, shall be guided by the safety and convenience of ordinary travel of the public over the right-of-way, and by considerations relating to the public health, safety and welfare; or
  - d. To any person who does not hold a business license issued by the city for the business he intends to or is conducting in the city.

(b) *Permissive Denial.* The City Building Official may deny a permit in order to protect the public health, safety and welfare, to prevent interference with the safety and convenience of ordinary travel over the right-of-way, or when necessary to protect the rights-of-way and its users. The City Building Official may consider one (1) or more of the following factors:

- (1) The extent to which right-of-way space where the Permit is sought is available;
- (2) The availability of other locations in the right-of-way or in other right-of-way for the facilities of the particular person or company;
- (3) The applicability of ordinances or other regulations to the right-of-way that affect the location of facilities in the right-of-way;
- (4) The degree of compliance of the applicant with the terms and conditions of its franchise, this article, and other applicable ordinances and regulations;
- (5) The degree of disruption to surrounding neighborhoods and businesses that will result from the use of that part of the right-of-way; and
- (6) The condition and age of the right-of-way, and whether and when it is scheduled for total or partial construction; and the balancing of the costs of disruption to the public and damage to the right-of-way, against the benefits to that part of the public served by the expansion into additional parts of the right-of-way.
- (7) The public policy of allowing an obstruction of similar character in other rights-of-way in the city.

(c) *Work Done Without a Permit.*

- (1) *Emergency Situations.* Each permittee shall notify the Building Department in writing of any event regarding its facilities, which it considers to be an emergency by the next business day following such emergency. The applicant may proceed to take whatever actions are reasonably necessary to respond to the emergency. Within two (2) business days after the occurrence of the emergency, the applicant shall apply for the necessary permits, pay the fees associated therewith and fulfill the rest of the requirements necessary to bring itself into compliance with this article for the actions it took in response to the emergency.
- (2) *Authority to Respond to Emergency.* If the Building Department becomes aware of an emergency regarding a utility provider's facilities, the Building Department may, but shall not be obligated to, attempt to contact the local representative of each utility provider affected or potentially affected by the emergency. In any event, the Building Department may take whatever action deemed necessary by the City Building Official to respond to the emergency.
- (3) *Non-Emergency Situations.* Except in the case of an emergency, any person who obstructs or excavates a right-of-way without a permit must subsequently obtain a permit, pay double the normal fee plus \$500 for said permit, pay double all the other fees required by the city codes, and is subject to the issuance of a notice of violation and/or a Municipal Offense Ticket (M.O.T.), deposit with the department the fees necessary to correct any damage to the right-of-way and comply with all of the requirements of this article.

(d) *Enforcement.*

- (1) Permittees hold permits issued pursuant to this article as a privilege and not as a right.
- (2) If the City Building Official determines that the permittee has violated a material term or condition of the permit, this article, the code, or any other applicable statute, ordinance, rule or regulation, the City Building Official or his or her designated representative shall issue a Notice of Violation to the permittee to remedy such violation. The demand shall state that continued violations may be cause for the issuance of a stop work order and/or issuance of a Municipal Offense Ticket. Further, any such violation will allow the City Building Official, at his or her discretion, to place additional or revised conditions on the permit.

(e) *Material Violation.*

A material violation by an applicant shall include, but shall not be limited to, the following:

- (1) The violation of any material provision of the permit;
- (2) An evasion or attempt to evade obtaining a permit or any material provision of the right-of-way permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the city or its citizens;

- (3) Any material misrepresentation of fact in the application for permit;
- (4) The failure to maintain the required bonds and/or insurance;
- (5) The failure to complete the work in a timely manner; or
- (6) The failure to correct any condition described on a Notice of Violation issued pursuant hereto.
- (7) Within forty-eight (48) hours of receiving a notice of violation, permittee shall contact the Building Department with a plan, acceptable to the City Building Official, for its correction. Applicant's failure to contact the Building Department, or the permittee's failure to submit an acceptable plan, or permittee's failure to reasonably implement the approved plan shall be cause for immediate issuance of a stop work order and issuance of a Municipal Offense Ticket (M.O.T.).
- (8) From time to time, the City Building Official may establish a list of conditions of the permit that will automatically warrant the issuance of a Municipal Offense Ticket (M.O.T.) to the permittee.

**Section 7: Indemnification and Liability**

- (a) *The City Does Not Accept Liability.* By reason of the grant of a right-of-way permit, the city does not assume any liability:
  - (1) For injuries to persons, damage to property, or loss of service claims by any third party relating to or otherwise arising out of any work performed pursuant to a permit; or
  - (2) For claims or penalties of any sort resulting from the installation, presence, maintenance, or operation of facilities by any permittee or utility providers or activities of any permittee or utility providers.
- (b) *Indemnification.* By accepting a permit, a permittee shall defend, indemnify and hold the city harmless from all costs (including reasonable attorney's fees), liabilities, and claims for damages of any kind arising out of the construction, presence, installation, maintenance, repair or operation of the permittee's facilities, or out of any activity undertaken in or near a right-of-way, whether any act or omission complained of is authorized, allowed, or prohibited by the applicable permit. By acceptance of a permit, a permittee further agrees that it will neither bring nor cause to be brought any action, suit or other proceeding claiming damages or seeking any other relief against the city for any claim nor for any award arising out of the presence, installation, maintenance or operation of its facilities or any activity undertaken in or near a right-of-way, whether the act or omission complained of is authorized, allowed or prohibited by a permit. Notwithstanding the foregoing, the city shall not be entitled to indemnification for its gross negligence or willful misconduct. This section is not, as to third parties, a waiver of any defense or immunity otherwise available to the permittee or to the city; and the permittee, in defending any action on behalf of the city, shall be entitled to assert in any action every defense or immunity that the City could assert in its own behalf.

- (c) *Exceptions.* The provisions of this section shall not apply to a permittee that has, as of the effective date of this article, a valid franchise duly granted by the city, and said franchise requires the permittee to hold harmless the city for damages occasioned by the presence, operations or maintenance of the permittee's facilities. This exemption shall not apply where said franchise does not afford the city at least the level of protection stated in this section unless the permittee agrees to provide the same or greater level of protection to the city.

**Section 8: Enforcements, Penalties**

- (a) Any person who violates any of the provisions of this article shall, upon conviction, be punished in accordance with Sec 6 of this Code.
- (1) Any person found guilty of violating any provision of this article shall be punished by a fine of not less than fifty dollars (\$50.00) nor more than five hundred dollars (\$500.00), or by imprisonment for a period not exceeding six (6) months, or both, in the discretion of the municipal judge.
- (2) This article shall also be subject to enforcement by the issuance of a summons and compliant pursuant to the provisions of Ordinance No. 1993-02, as the same may be from time to time amended.

**Section 9: General Provisions**

- (a) *Non-Exclusive Remedy.* The remedies provided in this article are not exclusive or in lieu of other rights and remedies that the city may have at law or in equity. The city is hereby authorized to seek legal and equitable relief for actual or threatened injury to the right-of-way, including damages to the right-of-way, whether caused by a violation of any of the provisions of this article or any other applicable law.
- (b) *Severability.* If any section, subsection, sentence, clause, phrase, or portion of this article is for any reason held invalid or unconstitutional by any court or administrative agency of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof. If a regulatory body or a court of competent jurisdiction should determine by a final, non-appealable order that any permit or rights or any portion of this article is illegal or unenforceable, then any such permit or rights granted or deemed to exist hereunder shall be considered as a permit with a mutual right in either party to terminate without cause upon giving sixty (60) days written notice to the other. The requirements and conditions of such a revocable permit shall be the same requirements and conditions as set forth in the permit or rights, respectively, except for conditions relating to the term of the permit and the rights of termination. If a permit or right shall be considered a revocable permit as provided herein, the permittee must acknowledge the authority of the City Council to issue such revocable permit and the power to revoke it.



- (c) *Reservation of regulatory and police powers.* The city by the granting of a permit, does not surrender or to any extent lose, waive, impair, or lessen the lawful powers and rights, which it has now or may be hereafter vested in the city under the Constitution and statutes of the State of Alabama to regulate the use of the right-of-way by the permittee or to charge reasonable compensation for such use; and the permittee by its acceptance of a permit must agree that all lawful powers and rights, regulatory power, or police power, or otherwise, as the same may be amended from time to time and as are vested in or reserved to the city, shall be in full force and effect and subject to the exercise thereof by the city at any time. A permittee or applicant is deemed to acknowledge that its rights are subject to the ability of the city to adopt and enforce, pursuant to its regulatory and police powers, general ordinances necessary to the safety and welfare of the public and is deemed to agree to comply with all applicable general laws and ordinances enacted by the city pursuant to such powers.
- (d) *Conflict.* Any conflict between the provisions of a permit and any other present or future lawful exercise of the city's regulatory or police powers shall be resolved in favor of the latter.
- (e) *Severability Clause.* If any section or provision of this article, be declared invalid or unconstitutional by judgment or decree shall not affect any other section or provision.
- (f) *Effective Date.* This article shall not become effective (Place approved date here), and after its publication of notice of the adoption as required by Alabama State law.

**Section 10: Schedule of Fees**

**SCHEDULE OF FEES  
 RIGHTS OF WAY AND EXCAVATION PERMIT FEES**

<u>Description</u>	<u>Fee</u>
<u>Administration and plan review fee</u>	<u>\$50.00 (commercial)</u> <u>\$25.00 (residential)</u>
<u>Traffic control plan review and inspection fee</u>	<u>\$50.00 (all permits)</u>
<u>Longitudinal and transverse excavation for major projects (paved areas)</u>	<u>\$0.95 per L.F. (minimum fee of \$100.00)</u>
<u>Longitudinal and transverse excavation for major projects (unpaved areas)</u>	<u>\$0.75 (0.10) per L.F. (minimum fee \$25.00)</u>
<u>Longitudinal and transverse excavation for point repairs, service lines, storm drains, manholes, etc. (paved areas)</u>	<u>15.00 per S.Y.</u>
<u>Excavation for utility construction, point repairs, street cuts (paved areas)</u>	<u>6.00 per S.Y.</u>
<u>Boring and jacking operations, tunneling, retrofitting of existing utility lines, pipe lining, etc.</u>	<u>\$0.40/\$0.10 per L.F. (minimum fee \$50.00 per block)</u>
<u>Irrigation systems (paved areas)</u>	<u>\$0.40 per L.F. (minimum fee \$25.00)</u>
<u>Utility poles (new or replacement) including guy and anchor as approved by the city on a case by case basis</u>	<u>\$100.00 for new</u> <u>\$25.00 for replacement</u>
<u>Communication towers (new installation) as defined by Telecommunications Ordinance or Small Cell Ordinance</u>	<u>Fees as defined by each ordinance or Permit Fee Ordinance</u>
<u>Terminal boxes, junction boxes, equipment cabinets, splice boxes, regulator stations, meters and valves in paved areas</u>	<u>\$5.00 each</u>

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<p>Where work for which a permit is required by this Ordinance is started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.</p>	
<u>Vaults (or any cabinets/box bigger than 2' x 3')</u>	<u>\$50.00</u>
<b><u>Description</u></b>	<b><u>Fee</u></b>
<u>Sidewalk, driveway, curb, gutter (new construction, replacement and repair):</u>	<u>\$1.00 per square foot, \$25.00 minimum</u>
<u>Steps / Ramps</u>	<u>\$50.00 per location</u>
<u>Monitoring Wells</u>	<u>\$50.00 each</u>
<u>Temporary Pedestrian Walkway</u>	<u>\$50.00 per location</u>
<u>Balconies, Canopies</u>	<u>\$25.00 per square foot, min \$250.00</u>
<u>Landscaping (administrative and plan review fee)</u>	<u>\$50.00 (all permits)</u>
<u>PARKING CONTAINER ON PUBLIC PARKING (PER DAY)</u>	<u>No charge for 7 or fewer total days \$25.00 per day (8+ days)</u>
<u>Aerial utility construction (over lashing of existing wires)</u>	<u>\$0.10 per L.F.</u>

\*\*\*\* Please note: All fees are non-refundable. \*\*\*\*

**Section 11: Obstruction Fees**

The following conditions shall apply in determining obstruction fees:

- (a) The obstruction of pedestrian walkways on the Public Right-of-Way will be charged at the rate of five dollars (\$5.00) per calendar day for each twenty (20) linear feet of length.
- (b) Fees will not be charged for obstruction of less than eight (8) hours.
- (c) Dumpsters, containers, or any large unmovable objects will not be allowed to be parked in the right-of-way without approval by the City Chief Building Official or his designee.
  - (1) Permit fees will apply as noted in the fee schedule.
  - (2) Trailers used for construction related activities that attach to a vehicle will be allowed if it is removed at the end of each workday.

**Section 12: Balconies and Overhangs**

Any such projection which existed on or after the approval of this ordinance must be maintained, but no change or enlargement of any such encroachment shall be made except as hereafter authorized. Maintenance and liability for the permissive encroachment shall be the responsibility of the property owner or tenant.

Balconies, canopies, and other similar projections may only project over the right-of-way or other public property as provided in this section.

- (a) No projection into the right-of-way shall exceed a distance as determined by the clearance of the lowest point of the projection above the grade immediately below, as follows:
  - (1) Clearance above grade less than eight (8) feet: No projection is permitted except for architectural details such as belt courses, sills, bases and other architectural details which may project up to six (6) inches.
  - (2) Clearance above grade over eight (8) feet: One (1) inch of projection is permitted for each additional inch of clearance provided that no such projection shall exceed a distance of four (4) feet.
- (b) At the discretion of the city, balconies or canopies that project into the right-of-way shall have a drainage system that prevents water from draining directly onto the right-of-way.
- (c) Balconies must comply with (2) above and:
  - (1) No part of any balcony shall be allowed below a height of twelve (12) feet above grade.
  - (2) Nothing shall be placed on, over or beyond the railing or wall of a balcony.
  - (3) Balconies may extend up to four (4) feet into the right-of-way provided they meet the conditions of paragraphs (a) and (b) and the following conditions:



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- a. The distance between the back of the curb and the furthest most projection of any balcony is not less than ten (10) feet; and
  - b. The width of unobstructed paved walking surface beyond the furthest most projection of any balcony is not less than five (5) feet.
- (d) No balconies shall be permitted that encroach into the canopy zone of any planted or planned city street tree.

**Section 13: Removal and or Repair of Balconies and Overhangs**

- (a) Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal.
- (b) Any unlawful encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours' notice given by the Public Works Department, if such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for all costs associated with removal and/or repairs.
- (c) In the event that the City Police, Fire, or Public Works Departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety or health, the encroachment may be removed immediately without prior notice.
- (d) Any costs incurred to the city in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

**Section 14. Construction Plan Submittal Requirements within Public Rights-of-Way and Easements**

- (a) *Major Projects.*
  - (1) *Major Projects:*
    - a. Construction plan submittal. Applicants for Right-of-Way Permits shall submit a permit application through the **Citizenserve** Online Portal and upload all engineering and construction documents, including the following information, for review and approval:
    - b. Complete plan and profile sheets indicating the horizontal and vertical location of all components of the proposed project and other related information including, but not limited to, pipe and manhole flow line elevations, type and size of pipe, the number and location of all utility markers left above ground (shall not exceed twenty-four (24") in height above grade except as required by federal or state law) and other related structures, profile and other elevations necessary for roadway and right-of-way restoration, and the design details of the proposed construction and pavement and right-of-way restoration will be required for gravity flow systems including sanitary sewer, storm drain and related projects.

**Note:** Complete plan and profile sheets and other information currently required for gravity flow systems will be required for projects submitted after future ordinance amendment to include provisions for implementation of GIS mapping requirements.

- c. A plan indicating the location of the proposed project with respect to the centerline, edge of road, and right-of-way, tie-in to nearest street intersection, components and material type used, and dimensions and depth of the proposed installation, will be required for non-gravity flow systems including water distribution systems, gas systems, communication, cable TV and electric power distribution systems, unless otherwise authorized by the City Building Official.
- d. An Erosion Control Plan and Best Management Practices (BMP's) complying with provisions of the City Erosion and Sediment Control Ordinance.
- e. A safety plan to indicate methods to be used to protect the general public from injury, including the proposed use of barricades, signs, lights, fencing and other barriers.
- f. A traffic control plan complying with all the provisions of the Federal Manual on Uniform Traffic Control Devices, current edition, shall be submitted to the Building Department.
- g. A Landscape Plan complying with the Tree Landscaping and Protection Ordinance; and
- h. Complete as-built construction plans of the construction project shall be submitted to the Building Department, after final inspection of the project. The as-built plans shall be submitted in hard copy medium as well as CAD files in DWG Format.

(b) *Minor Projects.*

(1) *Minor Projects:*

- a. Construction Plan Submittal. Applicants for right-of-way permits shall submit a plat of the proposed project including the following information:
  - 1.) A plat prepared at a scale acceptable to the City Building Department to indicate a plan view of the proposed project, location with respect to edge of roadway, centerline, and right-of-way, tie-in to nearest subdivision lot corner or street intersection, components and type of material used, dimensions and depth of proposed excavation.
  - 2.) An Erosion Control Plan with Best Management Practices (BMPs) complying with the provisions of the City's Storm Water Management Ordinance.
  - 3.) A Safety Plan to indicate the methods to be used to protect the general public from injury, including the proposed use of barricades, signs, lights, fencing and other barriers.
  - 4.) A Traffic Control Plan complying with all the provisions of the Manual on Uniform Traffic Control Devices, current edition, shall be submitted to the Building Department if any impact on traffic movement is involved.

- 5.) A Landscape Plan complying with the Tree Landscaping and Protection Ordinance.
  - 6.) Complete as-built construction plans of the construction project shall be submitted to the City Building Department, after final inspection of the project. The as-built plans shall be submitted in hard copy and CAD files in DXF format.
- (2) *Small Projects.* The Applicant will not be required to submit a construction plan or plat for small projects. However, a location sketch will be required for the approval of Small Projects (Type A). Any pavement or areas in the right-of-way that is disturbed shall be restored in conformance with Sections VI and VII of these appendices.

#### **Section 15. Bond Requirements**

- (a) *Construction Bond.* The city reserves the right to require the applicant provide an irrevocable, unconditional letter of credit or bond to guarantee the proper construction and completion of right-of-way restoration. The amount of the bond shall be based on the estimated cost of the right-of-way restoration provided by the permittee and approved by the City Building Department. A construction bond will not be required for small projects if no paved area or right-of-way is disturbed by the project.
- (b) City departments performing installation of facilities/sites, routine maintenance and repair, and other agencies working in the right-of-way that are not involved in the installation, repair and maintenance of utilities, are exempt from the requirements of this ordinance.

#### **Section 16. Notification Procedures for Major and Minor Projects**

- (a) Except for emergencies, the following notification procedures will be followed for major and minor projects, prior to the commencement of any construction activities:
  - (1) The one (1) call line location center will be notified forty-eight (48) hours prior to any excavation. The location of all utilities shall be verified before commencing construction.
  - (2) The Building Department shall be notified twenty-four (24) hours prior to commencing any construction activity involving major and minor projects within roadway limits.
  - (1) The Building Department will be notified seventy-two (72) hours prior to the closure of any roadway or interruption in traffic flow.
  - (4) A written notice will be distributed to each occupant of premises adjacent to the project site five (5) days prior to commencing construction activity relating to major projects.

#### **Section 17. Inspection**

- (a) City personnel will conduct periodic inspections of utility construction, right-of-way and pavement restoration. The contractor will schedule a final inspection for major and minor projects when construction is complete.

**Section 18. Trench Excavation and General Underground Construction Requirements for Major and Minor Projects**

(a) *Excavation*

- (1) Trench excavating methods (trench box, shoring, etc.) shall be used to keep the width of the trench to a minimum. Extra wide excavation to accommodate equipment will not be permitted. Sheeting, bracing, shoring, prefabricated steel trench boxes and other trench restraint system will be used to keep trench width to a minimum and to comply with OSHA regulations.
- (2) *Hazardous materials.* The applicant will comply with all federal, state, and local laws, regarding hazardous material. For purposes of this section, hazardous material shall mean any material, substance or waste which, because of its quantity, concentration, or physical or chemical characteristics, is deemed to pose a present or potential hazard to human health, safety or to the environment.
- (3) *Utility construction.* The construction of utilities will be in conformance with the plans, which constitute a part of the permit approval process. A preconstruction meeting may be requested prior to project start date.

b. Depth requirements for underground installation:

- 1.) Within roadway limits, the minimum clear depth for open cut installation, and jacking, boring, and pushing operations shall be thirty-six (36) inches, unless otherwise authorized or directed by the City Building Official.
  - 2.) Outside roadway limits and driveways, the minimum clear depth for open cut installation and jacking, boring, and pushing operations shall be thirty (30) inches, unless otherwise authorized or directed by the City Building Official.
- (4) *Housekeeping and excavated material.* The permittee shall keep the area surrounding the excavation clean (including trash, loose materials, or other debris).
  - (5) Subsurface Utility Engineering (SUE) may be requested in sensitive infrastructure areas.
  - (6) No trenching or utility box installation is allowed under tree drip lines without the city horticulturist's approval.
  - (7) All existing utilities shall be located and required separation of utilities must be maintained during new utility installation.
  - (8) Utility boxes shall not be installed in sidewalks without proper approval from the City Building Official or his designee.



(b) *Backfill material.*

- (1) Backfill material for major projects will be select granular soil material approved by the Geotechnical Engineering Company or the Building Department. Excavated material from the trench will not be used unless approved. Material excavated from utility poles, guy wire installation, replacing existing poles and routine pole inspections may be used for backfilling.
- (2) Backfill material for minor projects within the roadway shall be comprised of crushed stone material up to subgrade elevation, unless otherwise approved by the Building Department. Backfill material for other areas will be select granular soil material approved by a Geotechnical Engineering Company or the City Engineer.
- (3) Installation of backfill material:
  - a. Backfilling of the excavated area shall follow closely behind the installation project.
  - b. The backfill material shall be compacted at near optimum moisture content, in layers not exceeding six (6) inches compacted thickness, to a density of not less than ninety-five (95) percent, unless otherwise approved by the Geotechnical Company. Mechanical tampers shall be used unless another method of compaction is approved. Jetting will not be permitted. The backfill material shall be installed uniformly and brought up evenly in layers for the full length of the trench.
- (4) Geotechnical testing and compaction for major and minor projects:
  - a. *Major Projects.* A Geotechnical Engineering Company will perform compaction tests at intervals of no more than 200 feet along the main trench line. Tests will be conducted at the installation of service lines within these limits where directed by the Building Department. The Geotechnical Engineering Company will perform tests at as many levels of backfill installation, and at lateral locations to certify that compaction requirements have been achieved. Documented test reports will be prepared and submitted to the Building Department before any right-of-way restoration proceeds.
  - b. *Minor Projects.* Compaction tests may be requested for minor projects at specific locations.
- (5) *General Public Safety.* Every effort will be taken by the contractor to protect the safety and welfare of the public, and to ensure compliance with the safety and traffic plans submitted with the Permit Application.
- (6) Steel plates may be required by the Building Department, in congested or heavily traveled areas, to cover open trenches. Temporary patching will be required for any trench excavation in the roadway prior to opening the area to traffic. The Building Department may also require the temporary covering of any excavated area that will be left open overnight, if he so deems that not covering the excavated area will present a threat to public safety or health.

- (7) For major projects, a construction sign will be placed adjacent to the utility construction area where traffic flow is to be obstructed. The signs will be placed seventy-two (72) hours prior to construction, at least every five hundred (500) feet along the project. The name of the utility/company involved and phone numbers that may be contacted on a twenty-four-hour basis to be shown on the sign(s).

**Section 19. Right-of-Way Restoration within Roadways**

- (a) All construction procedures and materials utilized will be in compliance with Alabama Department of Transportation Standard Specifications for Highway Construction, current edition. A Geotechnical Engineering Company will be retained by the utility company or permittee, to conduct field testing to document and certify that all materials and compaction efforts are in compliance with Alabama Department of Transportation Standard Specifications for Highway Construction, latest edition and procedures specified in the City Engineering Department's design details for right-of-way restoration.

- (b) *Major Projects.*

- (1) *Asphalt road surface.*

- a. **Base construction.**
      - 1.) Granular soil, sandy clay base. The base course of the affected lanes shall be reconstructed full width.
      - 2.) Bituminous base, stone base. The base course of the affected lanes shall be patched with equivalent base material if the structural integrity of the roadway has not been affected by the project, as determined by the Geotechnical Engineering Company. Otherwise, the affected lanes shall be reconstructed full width.
    - b. **Wearing surface.** The full width of the roadway surface shall be resurfaced within the limits of the project. Existing traffic striping and markings will be replaced.

- (2) *Asphalt roadway surface overlay on existing concrete pavement.*

- a. **Base construction.** The existing concrete street may be patched with concrete, if the structural integrity of the roadway has not been affected by the project, as determined by the Geotechnical Engineering Company. Otherwise, the affected panels of the existing concrete street shall be reconstructed.
    - b. **Wearing surface.** The full width of the roadway surface shall be resurfaced within the limits of the project. Existing traffic striping and markings will be replaced.

- (3) *Concrete roadway surface.*

- a. **Base construction.** The base course of the affected lanes shall be reconstructed full width as determined by the Geotechnical Engineering Company.

- b. Concrete pavement. The entire roadway panel sections of the affected lanes shall be reconstructed. If the structural integrity of the roadway has been significantly affected by the project, the Building Department may require the entire concrete surface, within the project limits, be reconstructed full width. Existing traffic striping and markings will be replaced.
- (4) *Unpaved roadway surface.* The entire roadway shall be surfaced with six (6) inches of stone within project limits.
- (c) *Minor Projects.*
- (1) *Asphalt roadway surface sixteen (16) square feet or greater.* For transverse service lines and miscellaneous installation and repair projects within excavated areas sixteen (16) square feet or greater, the entire width of the lane disturbed will be resurfaced from a point measured ten (10) feet from the edge of the excavation each way longitudinally along the centerline of the roadway. If more than one (1) lane is disturbed, the entire width of the disturbed lanes will be resurfaced. If the replacement pavement is more than seventy (70) feet long or more than ten (10) percent of the roadway area within a block is affected, the entire roadway will be resurfaced within the block. Existing traffic striping and markings will be replaced.
  - (2) *Asphalt roadway surface less than sixteen (16) square feet.* For miscellaneous construction involving excavated areas less than sixteen (16) square feet, the area from the edge of the excavation extending one (1) foot outside the perimeter of the cut area will be resurfaced. If more than one (1) lane is disturbed, the entire width of the disturbed lanes will be resurfaced. If the replacement pavement is more than seventy (70) feet long or more than ten (10) percent of the roadway area within a block is affected, the entire roadway will be resurfaced within the block. Existing traffic striping and markings will be replaced.
  - (3) *Concrete roadway surface.* The entire affected roadway panel sections, including base course, will be reconstructed joint to joint. Existing traffic striping and markings will be replaced.
  - (4) *Unpaved roadway surface.* The entire roadway width will be resurfaced with six (6) inches of stone from a point ten (10) feet measured longitudinally along the roadway from the center of the excavation each way.
- (d) Jacking, boring, pushing, tunneling, retrofitting, and pipe lining projects. Any pavement damage caused by these types of projects will be restored in conformance with provisions of this ordinance. Any existing pavement damage relating to the replacement, retrofitting, or pipe lining of damaged utilities will be restored in conformance with the provisions of this ordinance.

**Section 20. Right-of-Way and Easement Restoration Outside Roadway Areas**

- (a) *Driveways.*
- (1) Asphalt.
    - a. Asphalt driveways affected by the construction project shall be replaced from the right-of-way line to the curb or edge of road.

- b. Construction of asphalt driveways will comply with Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, Section 410.

(2) Concrete.

- a. Construction of concrete driveways affected by the construction project shall be replaced to the nearest control joint.
- b. Construction of concrete driveways will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, Section 618.

(b) *Concrete Sidewalks.*

- (1) Concrete sidewalks affected by the construction project shall be replaced to the nearest control joint in the affected area. Joints will be sawed unless at an expansion joint.
- (2) Construction of sidewalks will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, Section 618.

(c) *Curb and Gutter.*

- (1) Concrete curb and gutter, affected by the construction project, will be replaced from joint to joint in the affected area.
- (2) Concrete curb and gutter construction will comply with the Alabama Department of Transportation Standard Specifications for Highway Construction, current edition, Section 623.

(d) *Miscellaneous Structures.*

- (1) All walls, steps, and other miscellaneous structures, affected by the construction, will be replaced as required by the Building Department.

(e) *Drainage Systems and Structures.*

- (1) All disturbed drainage channels, structures, and pipe systems affected by the construction will be replaced as required by the Building Department.

(f) *Unpaved Areas.*

- (1) All established lawn areas, affected by the construction project, will be replaced with similar landscaping materials which were existing prior to the project construction beginning, or upgraded at the discretion of the Building Department. Other areas will be restored with approved topsoil replacement, and or sodding or seeding. Contractors are required to schedule final inspections to all work done in the right-of-way.



**Section 21. Boring / Drilling**

(a) Construction Safety

- (1) Prior to performing work involving hydraulic directional drilling under a right-of-way permit, the permittee (or its contractor) shall implement the following safety guidelines:
- (2) Perform all operations in compliance with OSHA guidelines and ensure that all personnel are **properly trained** and **equipped** to work in the public right-of-way.
- (3) Ensure that utility one-calls and other coordination requirements have been met.
- (4) The HDD Contractor shall have a planned response in the event of a utility strike including **utility owner notification call numbers**.

(b) Construction Guidelines

- (1) All construction work shall be performed in accordance with city requirements and as outlined below. For all work involving horizontal directional drilling under a right-of-way permit, the permittee (or its contractor) shall perform the tasks outlined in the following sections.
- (2) The following shall be performed during construction:
  - a. The HDD Contractor shall calibrate its tracking and locating equipment at the beginning of each workday.
  - b. Positively locate/expose (by potholing) all utilities crossed.
- (3) Positively locate/expose (by potholing) all parallel utilities at the beginning and ending of all bores, every two hundred (200) feet, if it is within five (5) feet of the proposed alignment or every fifty (50) feet, if it is within three (3) feet of the proposed alignment, and additionally as requested by the Right-of-Way Inspector or Public Works Director.
- (4) A municipal Right-of-Way Inspector or Public Works Inspector will monitor and verify the alignment measurements provided by the HDD Contractor on a frequent and unannounced schedule.
- (5) The HDD Contractor shall inspect the work and surrounding area to ensure that no construction related damage has occurred including heaving or humping of paved surfaces, and drilling fluid fractures or releases.

(c) Items noted below shall be performed following construction.

- (1) The permittee (or its contractor) shall ensure that all cleanup and restoration is in compliance with the City requirements for right-of-way restoration. Upon completion of all right-of-way restoration activities, the permittee will schedule a closeout inspection.
- (2) The permittee shall notify the Right-of-Way Inspector upon completion of all project work including final punch list items.

- (3) The two-year maintenance period for the permittee will not begin until all corrective actions required have been completed and subsequently approved by the Right-of-Way Inspector or appropriate City Authority.
  - (4) Additional permits will not be issued if restoration work is not complete on the existing permit.
- (d) The HDD Contractor shall contain, handle, and dispose of drilling fluids in accordance with the following requirements:
- (1) All drilling fluid and fluid additives shall be disclosed, and Material Safety Data Sheets (MSDS) shall be provided to the Right-of-Way Inspector upon request.
  - (2) Excess drilling fluid shall be confined in a containment pit at the entry and exit locations until recycled or removed from the site.
  - (3) Precautions shall be taken to ensure that drilling fluid does not enter roadways, streams, municipal storm, or sanitary sewer lines, and/or any other drainage system or body of water.
  - (4) Unintended surfacing of drilling fluid shall be contained at the point of discharge and recycled or removed from the site.
  - (5) Drilling fluids that are not recycled and reused shall be removed from the site and disposed at an approved disposal site.
- (e) Construction Records
- (1) As-built plans should be in electronic format, but hard copy format may be approved on a case-by-case basis by the permitting agency. HDD Construction Records and as-built plans shall conform to the same plans submission requirements as for right-of-way permits and as described in this policy.

#### **Section 22. Irrigation in the Right-of-Way**

- (a) The City of Fairhope (COF) will not be responsible for maintaining, repairing, or have any liability for the irrigation systems installed within the right-of-way.
- (b) In the event of any roadway or sidewalk repair, COF will be in no way responsible for repair, replacement, or relocation of any existing irrigation system, or component of the system.
- (c) The permittee shall not be allowed to modify the irrigation design once COF has approved it. Any changes will have to be resubmitted for COF approval.
- (d) COF may request removal of any unapproved changes.
- (e) The permittee agrees to indemnify and hold harmless COF, officers, agents, and employees from litigation, actions or claims of any kind which may arise from construction, maintenance and/or functioning of the work permitted by the approved permit.

- (f) The permittee shall assure perpetual maintenance of the irrigation in the right of way to avoid damage to roads, sidewalks, curbs, existing utilities, and other facilities under control of the COF and should be liable for any damage that occurs caused by the irrigation system.
- (g) The irrigation system should be designed to avoid overthrow of water onto the paved road surface and sidewalk if applicable.
- (h) It is understood that should the irrigation allowed under this permit become a traffic and/or pedestrian hazard in the opinion of COF, COF has the authority to require disconnection of such irrigation.
- (i) The permittee agrees that should the applicant fail to maintain the irrigation system the COF may decide to have the irrigation eliminated on the right of way at the applicant's expense.
- (j) Each permit will be reviewed and approved or declined on a case-by-case basis.
- (k) See Appendix B for Permit Form.

### **Section 23. General Micro-trenching**

- (a) Micro-trenching is a low-impact slot-cut trenching method that enables quick installation of underground fiber in trenches that are narrower and shallower than typical open trenches currently used in the industry. The City Building Official and the Director of Public Works, or designee, may approve use of micro trenching in specific, approved areas. Any proposed micro trenching option shall not proceed until both officials have reviewed and provided written approval and comments to the permittee. Any deviation from these specifications may be considered on a case-by-case basis. Specific deviations regarding depth are discussed in Appendix A, below.
- (b) Supplementary requirements – All requirements of the Public Works and Building Department shall be complied with except as specifically permitted in this section. Requests that involve placement of cable/conduit within the asphalt pavement at depths shallower than required in the micro trenching specifications and as shown on the standard drawing, shall comply with the following supplementary requirements for micro trenching within pavement areas.
- (c) The City of Fairhope may allow "micro trenching construction" in the right-of-way at depth and configuration that is mutually acceptable to applicant and the city at no cost to the City of Fairhope, the applicant shall provide permanent on-going maintenance of the fiber routes in the project areas. Maintenance shall include providing materials and labor to properly maintain in good condition pavement, sidewalks, curbs, gutters, and softscape areas (dirt and grass).
- (d) The applicant, at no cost to the City of Fairhope shall replace any fiber/conduit, including the applicant's and all other fiber/conduits that are damaged or destroyed due to any paving/resurfacing activities. This also includes those activities necessary for the city to maintain drainage infrastructure.
- (e) The applicant shall replace at no cost to the City of Fairhope, any fiber/conduit, of the applicant, and all other fiber/conduits, damaged or destroyed in the softscape areas (dirt shoulders, grassed utility strip, etc.).

- (f) The City of Fairhope will not be responsible for any damage to the cable/conduit resulting from utility construction activities by applicant or its contractors and others in the approved areas.
- (g) The applicant agrees to conform to the City of Fairhope's standard specifications and the terms in Appendix A. Any changes shall be at the sole discretion of the City.
- (h) The applicant shall conduct an inspection of the approved areas on years one, three and five. Subsequent inspections thereafter may be coordinated between the applicant and the city. Applicant shall provide inspection reports for each approved area after each inspection that details the results of the inspections. The City Right-of-Way Inspector shall participate in the inspections as it deems necessary.
- (i) Applicant shall indemnify and hold the city harmless from any and all liabilities, losses, claims, settlement payments, costs and expenses, damages, penalties, fines, attorney's fees and other amounts resulting from: a) construction, operation, and maintenance activities associated with the applicant's fiber optic network located within the approved areas; b) maintenance and repair activities associated with any public assets as previously described.
- (j) The City of Fairhope reserves the right to terminate the associated activities within each or all approved areas without cause after thirty days written notice or for cause immediately at any time. Any outstanding costs, debt or other financial commitments related to the project shall be the sole responsibility of applicant. Upon cancellation, the terms of this agreement more specifically, the maintenance obligations of applicant, shall survive.
- (k) For general construction methods refer to Appendix A.

**Section 24. Supplemental Tree Protection (Ordinance #1223)**

- (a) The City of Fairhope Tree Protection Ordinance applies to any tree located on City ROW or on commercially zoned property. A Tree Removal Permit will be required to be submitted and approved prior to any tree being removed, failure to obtain a permit prior to removing a tree on City ROW will result in a fine up to \$10,000.00.
- (b) ii) A complete copy of the ordinance is available at <https://www.fairhopeal.gov/home/showdocument?id=190>

**Section 25. Right-of-Way (ROW) Supplemental (Ordinance #1254)**

- (a) The City of Fairhope formally adopts the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right of Way (PROWAG).
- (b) City Code prohibits construction of any kind upon or within any public right-of-way or any utility or drainage easement without proper permits.
- (c) Alabama State Law mandates that line locates be obtained by calling Alabama One Call (811) prior to any digging beginning. Line locaters have up to 48 hours to respond after notification.
- (d) Sodding shall be used for final site stabilization on any project conducted in city right-of-way.



- (e) Mechanical excavation is prohibited anywhere line locate has marked existing utilities in the proposed project area.
- (f) Verifying the location of property lines or easements is the responsibility of the builder or owner.
- (g) Any obstruction placed within such easement or right-of-way is a violation of the terms of the building permit and is subject to an order for immediate removal by the owner or contractor.
- (h) A building permit issued for new construction or a building allows for construction of driveways or walkways to service that building.
- (i) No shell, gravel, crushed limestone, slag, or similar loose material shall be permitted within two feet (2') of a road or sidewalk (acceptable materials include asphalt, concrete, pavers, or other non-eroding material). Note: Zoning Ordinance requires a three foot (3') green space between the edge of property (property line) and edge of driveway.
- (j) Parking pads must not be larger than 10' x 20' of impervious material. Larger parking pads will be allowed by using pervious material such as – non grouted pavers, grass pavers etc.
- (k) No drive or walk may be so constructed as to result in an obstruction or tripping hazard over or across an established city sidewalk.
- (l) Neither driveways nor sidewalks may be constructed over or around a utility service box.
- (m) Applications to the Building Department must include application, diagram of area showing where work is to be done, and detail of materials.

#### **Section 26. Street Cut**

- (a) A permit is required for any opening or cut in any public street or right-of-way excavation in, for, or under any street, alley, sidewalk, or thoroughfare or to develop, construct or install any utility, sewer, water, or gas lines in the city right-of-way.
- (b) A permit application is required for any street cut. Upon approval of this application, you will receive your copy of the Street Cut Permit. The issued permit may prescribe special conditions and restrictions, which are in addition to the city's regulations. Failure to comply with all regulations could result in suspension from working within the city right-of-way. Street Cut Permits expire after six (6) months from the issue date.
  - (1) The Right-of-Way Construction Inspector must be contacted forty-eight (48) hours before construction and when the cut is being backfilled. Failure to do so can result in a stop work order and a possible fine.
  - (2) Openings are to be closed within three (3) days and paving restoration to be made by permittee unless otherwise stipulated. Restoration must be done according to City requirements.

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

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- (3) Work is not permitted to begin until an approved Street/Sidewalk Cut Permit is issued by the City of Fairhope. If this is an emergency, the requestor/contractor must contact the city prior to work. Permit application for an emergency must be applied for after the emergency street cut is performed.
- (4) Work without a permit is subject to double the fees.

**Fees**

- a. Fees will be calculated based on the fee schedule in Sec 10 of the City Right-of-Way Ordinance.
- b. Degradation fees will be based on age and quality of the road surface. A multiplied factor of 1.5 times will be used to calculate the fees:
- Road moratorium for any new or resurfaced road for 1.5 years after completion (Exceptions for emergencies only). Excavation within these streets is strictly prohibited. Appeals must be submitted in writing to the Public Works Director.
  - 5 for pavement in place for 1.5 years to 3 years
  - 4 for pavement in place for 3 to 6 years
  - 3 for pavement in place for beyond 6 years

**Section 27. Reserved for Code Interpretations and Construction Details**

Curb, Gutter Detail  
Sidewalk and Handicap Ramp Detail  
Brick Paver Detail  
Landscape Detail  
Storm Sewer Detail  
Typical Street Section Detail  
Trail Detail

**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 25th day of July, 2022

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

Attest:

By: \_\_\_\_\_  
Lisa A. Hanks, MM/C  
City Clerk

Adopted and approved this 25th day of July, 2022

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

## Appendix A

### GENERAL:

1. Micro-trenching shall only be used to install telecommunication conduits.
2. It is solely the contractor's responsibility to follow all applicable safety, building codes, and regulations during all phases of construction. The contractor is responsible for verifying all dimensions and conditions relating to existing construction and/or site drawings.
3. The contractor shall identify all existing utilities, including service connections in the field. The contractor shall contact Alabama 811 a minimum of seventy-two (72) hours prior to start of work. The contractor shall pothole all crossing utilities and parallel utilities within eighteen (18) inches of the proposed alignment to a depth of six (6) inches below the bottom of the micro-trench, to determine the existing utility alignment and elevation. Potholes shall be immediately backfilled and compacted in accordance with the specifications or restored as directed by the engineer.
4. The contractor shall submit construction plans and shall include a detail explaining the process by which the contractor will install conduits under the existing curb and gutter and sidewalk. The city will approve all submitted plans and details on a case by case basis.
5. Trench location shall be a back edge of the valley gutter. No micro-trenches along median curbs shall be allowed. The location of micro-trench in relation to the curb shall not deviate along its alignment unless otherwise approved by the city. Only two (2) perpendicular street crossings will be allowed per block, or no less than 300' were valid.
6. Do not conduct micro-trenching or install conduit in parallel alignment above any publicly owned utility unless specifically approved in writing by the utility owner.
7. Pavement cuts shall be straight and clean. It is recommended that spalls and potholes within 12 inches of the micro-trench be repaired prior by trenching to facilitate straight pavement cuts. A circular vacuum or equivalent excavator which can effectively evacuate cuttings shall be utilized.
8. A minimum cover of ten (10) inches shall be maintained from the top of the conduit to the top of the roadway section. A maximum trench depth of fourteen (14) inches shall be provided. Two (2) inches of separation shall be provided if a second conduit is installed in the trench. The micro-trench width shall be a minimum of one (1) inch and a maximum of two (2) inches.
9. At street intersections, conduit shall be installed in narrow trench with pavement resurfacing and any other requirements per city regulations, directional boring may be required per city standards.
10. All micro-trenches shall be completely backfilled with a cement slurry 2500 psi min, and final 4" of trench shall be backfilled with epoxy to finish grade by the end of the workday.
11. Upon completion of micro-trenching, all grades, pavement markings, and structures shall be restored to existing conditions meeting applicable service requirements.

## Appendix B

### Special Provisions for Permitting Irrigation Systems in the Right of Way

1. The City of Fairhope (COF) will not be responsible for maintaining, repairing, or have any liability for the irrigation systems installed within the right-of-way.
2. In the event of any roadway or sidewalk repair, COF will be in no way responsible for repair, replacement, or relocation of any existing irrigation system, or component of the system.
3. The permittee shall not be allowed to modify the irrigation design once COF has approved it. Any changes will have to be resubmitted for COF approval.
4. COF may request removal of any unapproved changes.
5. The permittee agrees to indemnify and save harmless COF, officers, agents, and employees from litigation, actions or claims of any kind which may arise from construction, maintenance and/or functioning of the work permitted by the approved permit.
6. The permittee shall assure perpetual maintenance of the irrigation in the right-of-way to avoid damage to roads, sidewalks, curbs, existing utilities and other facilities under control of the COF, and should be liable for any damage that occurs caused by the irrigation system.
7. The irrigation system should be designed to avoid overthrow of water onto the paved road surface and sidewalk if applicable.
8. It is understood that should the irrigation allowed under this permit become a traffic and/or pedestrian hazard in the opinion of COF, COF has the authority to require disconnection of such irrigation.
9. The permittee agrees that should the applicant fail to maintain the irrigation system the COF may decide to have the irrigation eliminated on the right-of-way at the applicant's expense.
10. Permittee has included drawings of work to be done in the ROW for review.
11. Each permit will be reviewed and approved or declined on a case-by-case basis.

By signing below, you agree to all the terms listed above:

Subdivision: \_\_\_\_\_ Lot: \_\_\_\_\_

Address/Location: \_\_\_\_\_

Property Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

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

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

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

**Add the following to:**

**III. HOURS OF WORK AND ATTENDANCE**

**SECTION 3.06. HURRICANE OPERATIONS PLAN FOR CITY EMPLOYEES**

In the instance of an incoming storm event, communication with City of Fairhope employees is critical to the continuation of services immediately following landfall.

IT IS MANDATORY FOR ALL EMPLOYEES TO REPORT TO WORK WHEN TRAVEL RESTRICTIONS ARE LIFTED AFTER LANDFALL.

These employees will be assigned to post-storm teams that will be responsible for handling immediate response to City infrastructure, public works, management and community needs.

Communication timing includes:

- **48 Hours Before Landfall:** Directors/Supervisors must communicate post-storm responsibilities to employees as well as guidelines for when to travel and where to report. As part of this communication, employees should be urged to get their homes secured and prepared for the storm, including making arrangements for their family's post-storm so the mandatory work schedule can be followed.
- **24 Hours Before Landfall:** City Leadership should send e-mail and Everbridge messages to all employees reinforcing the message Directors/Supervisors sent out the previous day. This communication should include where each post-hurricane team should report when it is safe to travel.
- **Immediately Following Damage/Road Assessment:** Everbridge should be sent out again reminding employees of where to report. Directors/Supervisors should also plan to communicate this information directly to their employees, through either text or e-mail.

There will be multiple locations for employees to check in for work. It is **Mandatory** that an employee check in before starting work.

- **Civic Center:** Feeding Team
- **Recreation Center:** Point of Distribution ("POD") Team
- **Public Works:** Call Center, Communications, all Public Works/Utility Helpers
- **Nix Center:** Volunteer Reception Center ("VRC") Team

Ordinance No. \_\_\_\_\_  
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Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 3. This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

Adopted this 25th Day of July, 2022

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

Attest:

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

Adopted this 25th Day of July, 2022

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

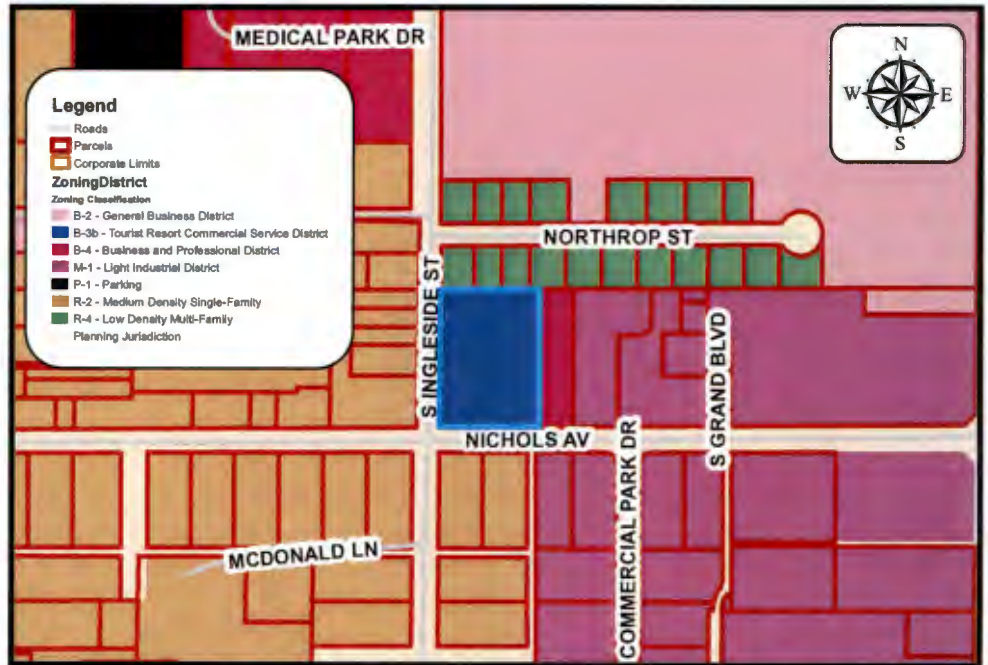
# City of Fairhope City Council

July 25, 2022



Planning Commission unanimously (7 Ayes, 0 Nays) voted to recommend approval of SR 22.06

## SR 22.06 - 309 S. Ingleside



<b>Project Name:</b>	309 S. Ingleside
<b>Site Data:</b>	1.62 acres
<b>Project Type:</b>	Site Plan Review
<b>Jurisdiction:</b>	Fairhope Planning Jurisdiction
<b>Zoning District:</b>	B-3b
<b>PPIN Number:</b>	25788
<b>General Location:</b>	Northeast corner of South Ingleside Street and Nichols Avenue
<b>Surveyor of Record:</b>	Lieb Engineering Company
<b>Engineer of Record:</b>	Lieb Engineering Company
<b>Owner / Developer:</b>	WCTT Properties LLC
<b>School District:</b>	Fairhope Elementary School Fairhope Middle and High Schools
<b>Recommendation:</b>	Approved w/ Conditions
<b>Prepared by:</b>	Casey Potts





**APPLICATION FOR SITE PLAN APPROVAL**

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

Date of Application: \_\_\_\_\_

Property Owner / Leaseholder Information		
Name of Property Owner:	<u>WCTT Properties LLC</u>	Phone Number: _____
Address of Property Owner:	<u>PO Box 1209</u>	
City:	<u>Fairhope</u>	State: <u>AL</u> Zip: <u>36533</u>

Proposed Site Plan Name: 309 Ingleside  
Site Acreage: \_\_\_\_\_ Sq. Footage: 70,668  
Parcel No: 05-46-04-17-4-000-139.000 Current Zoning: B-3B

Authorized Agent Information		
Name of Authorized Agent:	<u>Lieb Engineering Company</u>	Phone Number: <u>2519789779</u>
Address:	<u>1290 Main Street Ste E</u>	
City:	<u>Daphne</u>	State: <u>AL</u> Zip: <u>36526</u>
Contact Person:	<u>Chris Lieb</u>	

Engineer/Architect Information		
Name of Firm:	<u>Lieb Engineering Company</u>	Phone Number: <u>2519789779</u>
Address:	<u>1290 Main Street Ste E</u>	
City:	<u>Daphne</u>	State: <u>AL</u> Zip: <u>36526</u>
Contact Person:	<u>Chris Lieb</u>	

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

WCTT Properties, LLC

Property Owner/Leaseholder Printed Name

DocuSigned by:  
Will Carlton  
E2E8DE8AC6CE47C  
Signature

\_\_\_\_\_ Date

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

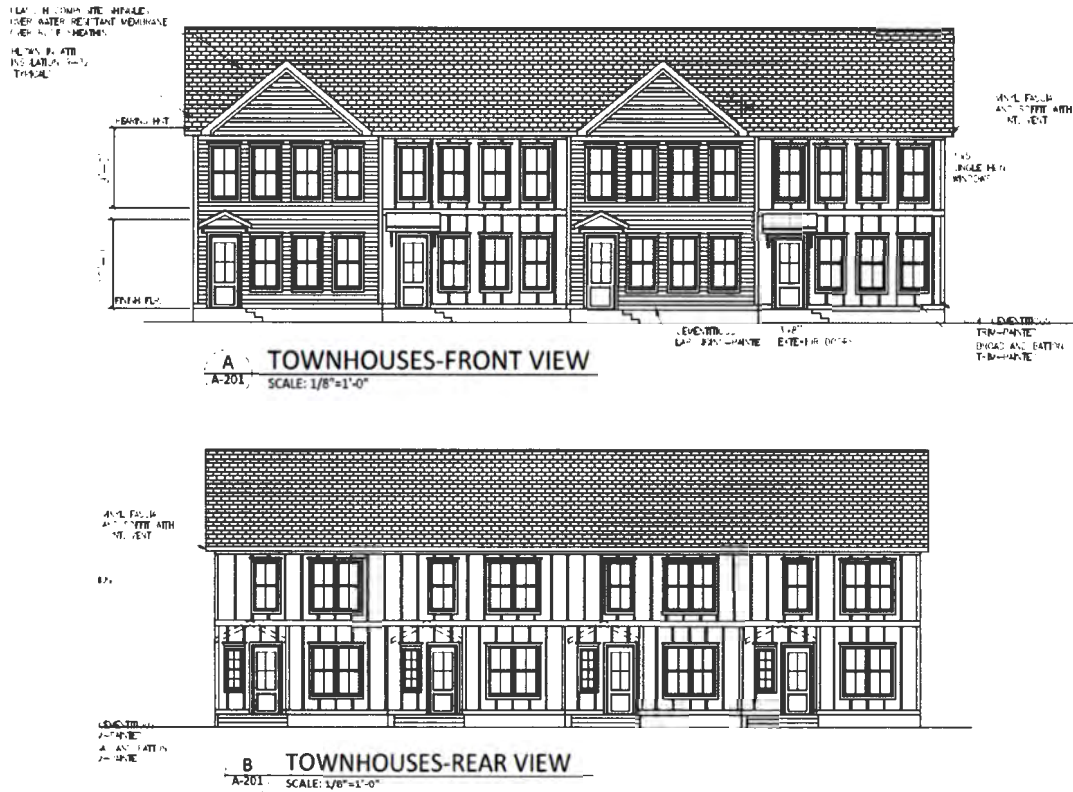


**Summary of Request:**

Request of WCTT Properties LLC for Site Plan Approval of 309 South Ingleside. Lieb Engineering Company is the authorized agent and Engineer for the project. The subject property is zoned B-3b, lies within the Medical Overlay District, and is approximately 70,667 SF. The property is located at the northeast corner of Nichols Avenue and South Ingleside Street. Staff also received a multiple-occupancy case for the July Planning Commission meeting that will review utilities, drainage, and traffic in more detail.

**Setbacks:** Within the Medical Overlay District, the B-4 development standards and area and dimensional requirements apply. However, the recorded plat provides setbacks of 35' front, 35' rear, and 10' side. The setbacks shown meet what is required.

**Building(s):** A building located in any commercial zone may have a height of 35' if it contains both residential and commercial space. All other buildings have a maximum height of 30'. Architectural elevations are provided as attachments and shown below. The materials of the townhomes are cementitious siding, board and batten siding, and shingles. The materials of the commercial buildings are brick veneer and aluminum canopies and garage doors.





**D**  
A-201  
**COMMERCIAL BLDG-1  
STREET SIDE VIEW**  
SCALE: 1/8"=1'-0"



**E**  
A-201  
**COMMERCIAL BLDG-1  
SIDE VIEW**  
SCALE: 1/8"=1'-0"



**F**  
A-201  
**COMMERCIAL BLDG-2  
STREET SIDE VIEW**  
SCALE: 1/8"=1'-0"



**G**  
A-201  
**COMMERCIAL BLDG-2  
SIDE VIEW**  
SCALE: 1/8"=1'-0"

**Landscaping Plan:** Right-of-way will be dedicated to the City of Fairhope along Nichols Avenue. Landscape plans were approved by the City Horticulturist.

**Parking:** As proposed by the applicant, there are eight townhomes, four mixed use office/residential units, one restaurant, and one office space. Parking requirements have been satisfied and the requirements are shown below:

UNIT TYPE	NUMBER OF UNITS	SEATS/SF	SPACES
Townhomes	8	-	8
Mixed Use Residential	4	-	4
Mixed Use Office		6000	21
Mixed Use Restaurant		104	21
Required Parking			54
Provided Parking			59
Maximum Parking			65
Required Pervious Spaces			5
Provided Pervious Spaces			5
Required Compact Spaces			16-22
Provided Compact Spaces			20

**Sidewalks:** Sidewalk is proposed along the western and southern edges of the property. A crosswalk is proposed at the southwest corner across Ingleside.

**Fences:** In any district where commercial use abuts a residential use, a fence of solid appearance shall be installed. An 8' privacy fence is shown at the north property line where residential abuts commercial use.

**Dumpster location and screening:** Garbage is collected in a dumpster at the northwest corner of the property. The dumpster is screened by a wooden fence.

**Storm water:** Storm water plans are provided within the MOP.

**Location and size of all signage:** All signs shall meet the City of Fairhope Sign Ordinance.

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

**Utilities:** Final plans will be resolved during the MOP review.

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

**Traffic:** A traffic study is not required for this project.

**General Comment:** The floorplans show a partition wall on the first floor of the western commercial building. The applicant has clarified that this is inaccurate and that there will be one restaurant unit on the first floor.

**Recommendation:**

Staff recommends approval of Case SR 22.06 309 South Ingleside.



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

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

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

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

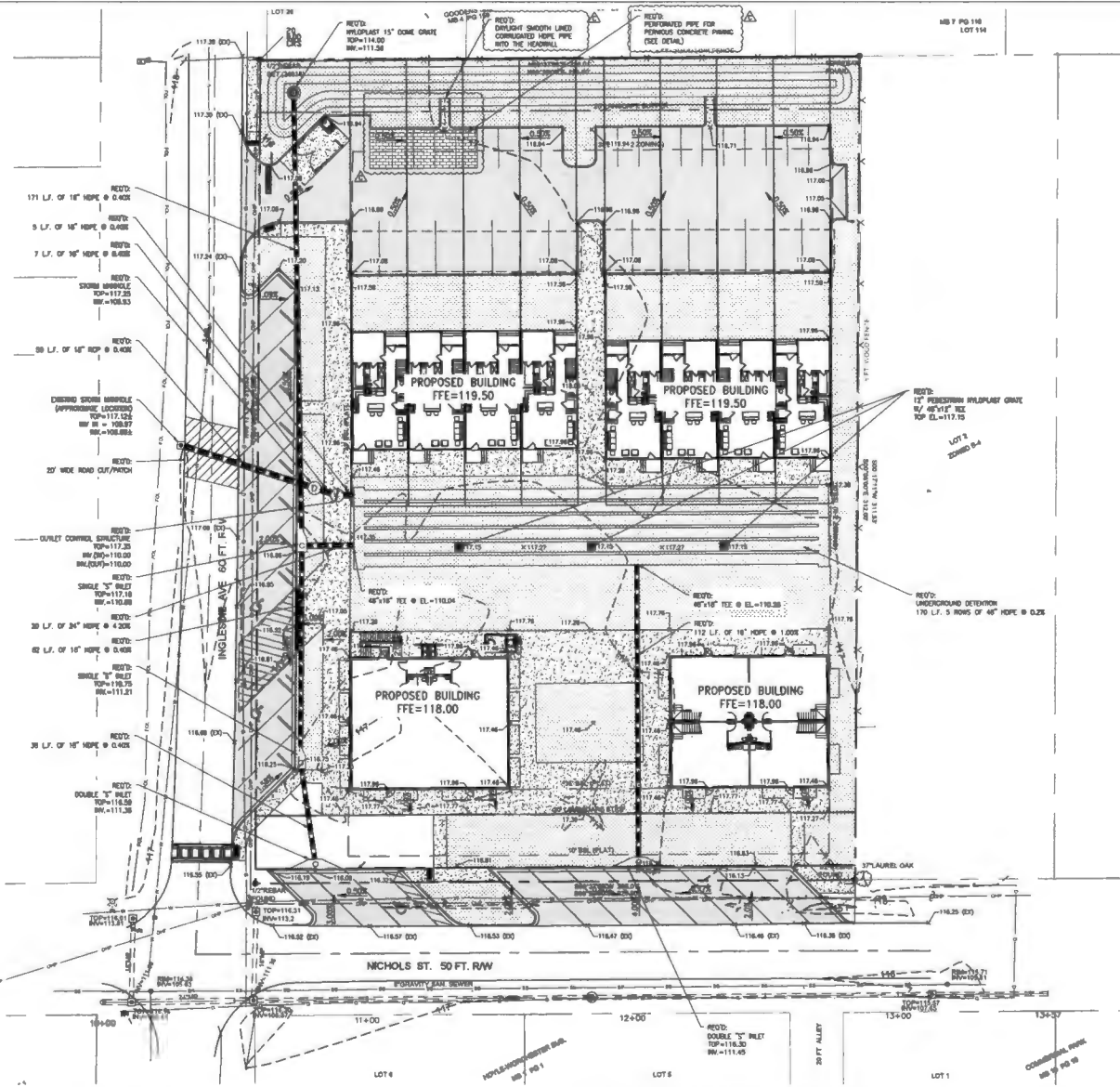
**Meets**

(24) Dumpster location and screening; and

**Meets**

(25) Location and size of all signage.

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



- NOTES:**
1. SEE SHEET C2.0 FOR GENERAL NOTES.
  2. ALL ROOF DRAIN SHALL BE UNDER UNDERGROUND WITH COLLECTION HEADERS. EXACT LOCATION AND SIZE WILL BE COORDINATED WITH ARCHITECTURAL PLANS.

REVISIONS		
A.	ISSUED FOR REVIEW	5/23/2022
B.	ADDRESSING DRC COMMENTS	6/29/2022
C.	ADDRESSING CITY COMMENTS	7/13/2022



LIEB ENGINEERING COMPANY  
 1290 MAIN STREET, SUITE E  
 DAPHNE, AL 36526  
 PH: (251) 978-9779

NOT VALID WITHOUT THE DATED SIGNATURE AND SEAL OF AN ALABAMA LICENSED ENGINEER.  
 ALABAMA LICENSED ENGINEER: CHRISTOPHER JAY LIEB, P.E. LICENSE NUMBER 31204  
 ALABAMA CERTIFICATE OF AUTHORIZATION NUMBER: 4936

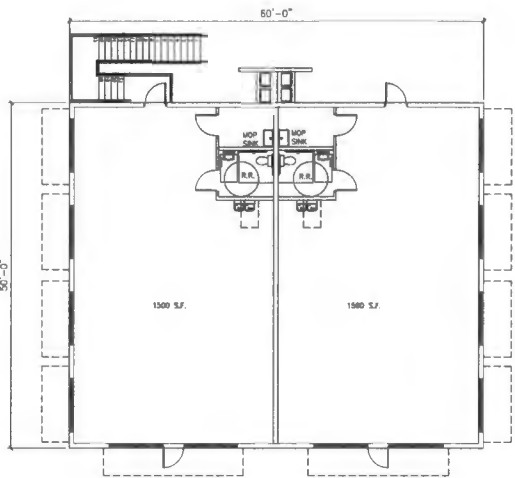
JOB NUMBER: 2022-005  
 DRAWN BY: J.G.C. DATE: 5/23/2022 SCALE: 1"=20'  
 CHECKED BY: C.J.L. APPROVED BY: C.J.L. ENGR: C.J.L.

309 SOUTH INGLESIDE STREET  
 GRADING & DRAINAGE PLAN  
 FAIRHOPE, AL  
 OWNER: WCIT PROPERTIES, LLC

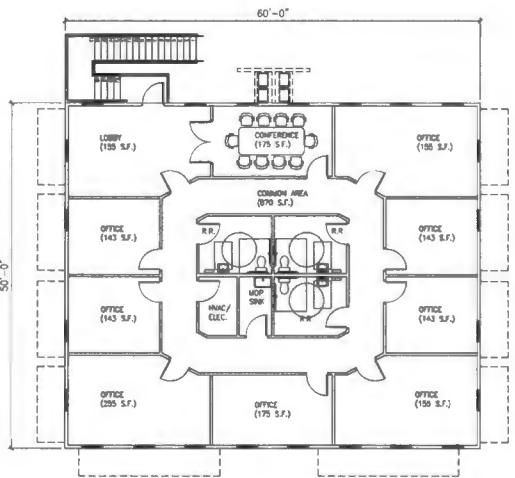
SHEET NUMBER: B OF 13  
 C7.0 C



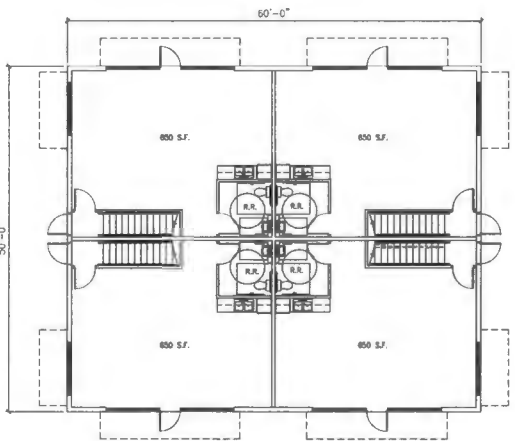
7/13/2022



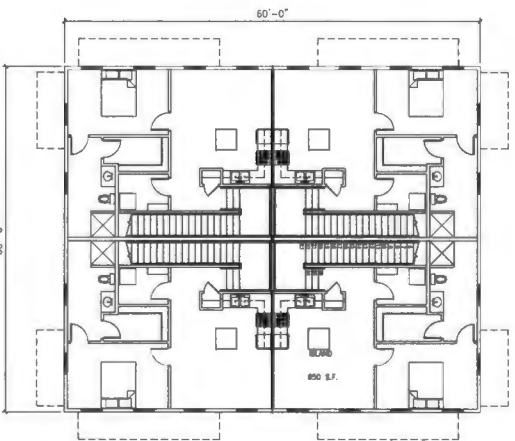
COMMERCIAL BLDG-1  
**A**  
**FIRST FLOOR PLAN**  
 SCALE: 1/8"=1'-0"



COMMERCIAL BLDG-1  
**B**  
**SECOND FLOOR PLAN**  
 SCALE: 1/8"=1'-0"



COMMERCIAL BLDG-2  
**C**  
**FIRST FLOOR PLAN**  
 SCALE: 1/8"=1'-0"



COMMERCIAL BLDG-2  
**D**  
**SECOND FLOOR PLAN**  
 SCALE: 1/8"=1'-0"



Concepts for  
 309 Ingleside Ave  
 Fairhope, AL

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COMMERCIAL BUILDING  
 FLOOR PLANS

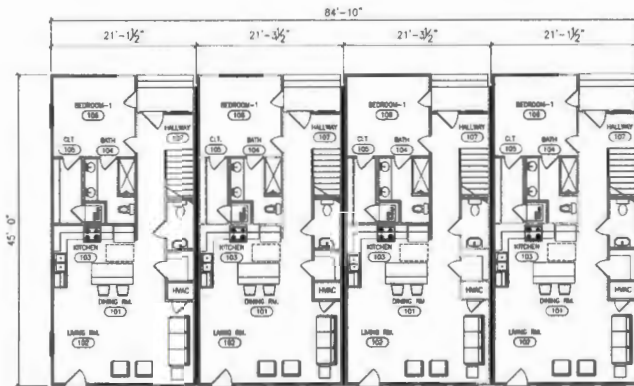
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J021.70  
 #pH Z3st, 2022  
 TEH  
 PCD

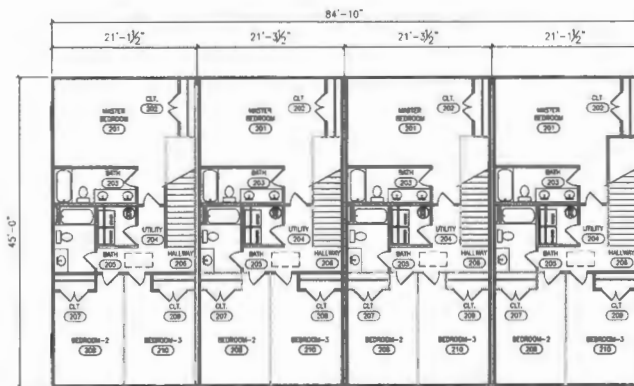
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**A-101**





**TOWNHOUSE**  
**A FIRST FLOOR PLAN**  
 SCALE: 1/8"=1'-0"  
 FIRST FLOOR 800 SF  
 SECOND FLOOR 843 SF  
 TOTAL 1643 SF



**TOWNHOUSE**  
**B SECOND FLOOR PLAN**  
 SCALE: 1/8"=1'-0"  
 FIRST FLOOR 800 SF  
 SECOND FLOOR 843 SF  
 TOTAL 1643 SF



738 Saint Louis Street  
 Mobile, Alabama 36602  
 (334) 432-3480

Concepts for  
 309 Ingleside Ave  
 Fairhope, AL

Show the  
 TOWNHOUSE  
 FLOOR PLANS

Sheet No.  
 021.70  
 Date  
 per/21st, 2022  
 Author  
 TEH  
 Checked by  
 PCD  
 Title

**A-102**

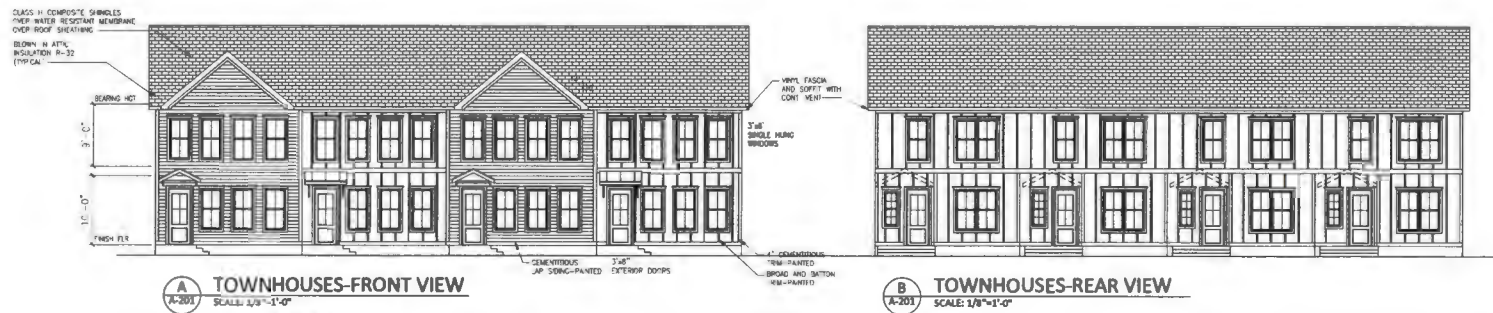
Concepts for  
309 Ingleside Ave  
Fairhope, AL

REV	DATE	BY	DESCRIPTION	CHK	ENGR	APPR
0	02/08/22	TEH	SSS, FOR REVIEW	POD		POD

EXTERIOR ELEVATIONS

2021.70  
April 23rd, 2022  
TEH  
PCD

**A-201**





ESPALEIR, LLC  
 P.O. Box 1297  
 Fairhope, Alabama 36533  
 P: 251-484-3300  
 espaleir@espaleir.com

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309 INGLESIDE

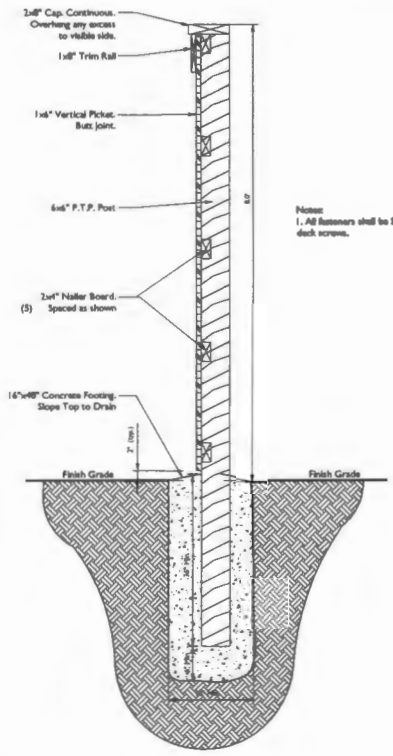
Fairhope, AL



ISSUED/REVISED
Permitting 5/24/22
Revised 7/14/22

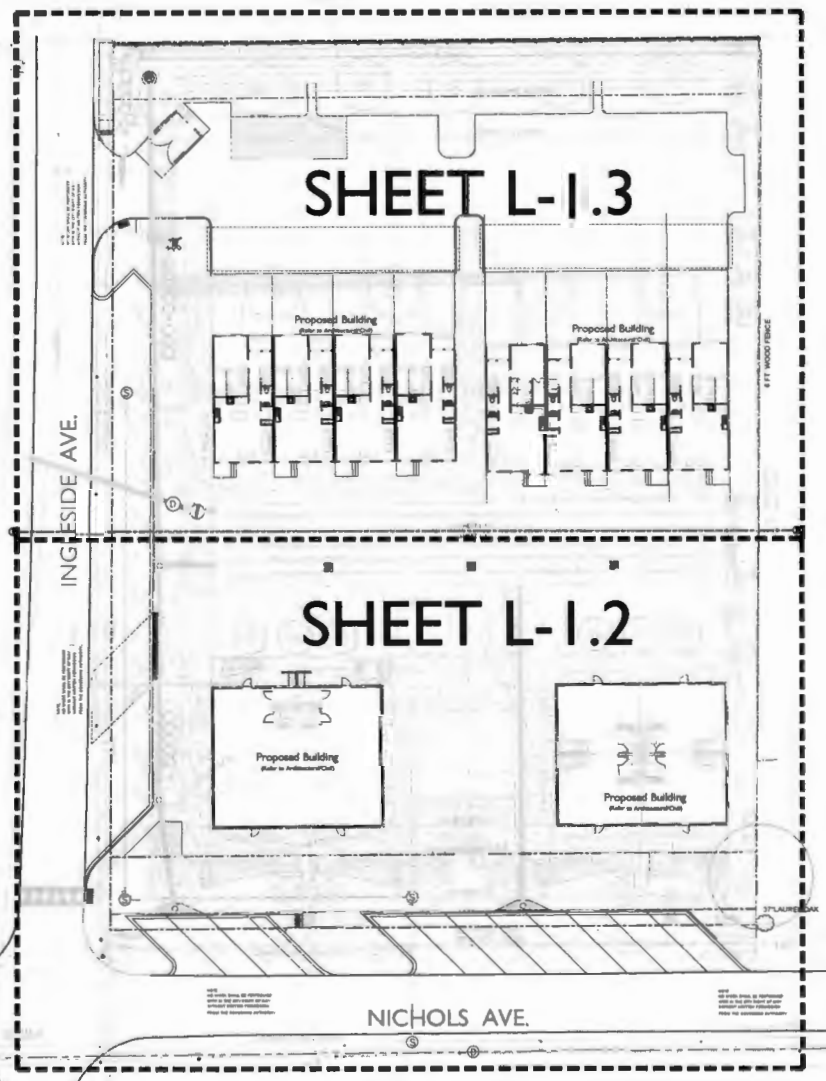
OVERALL LANDSCAPE PLAN

DATE	BY	REVISION



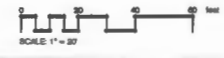
Notes:  
 1. All fasteners shall be SS or treated deck screws.

1 6" PRIVACY FENCE



- 1. NOTES
- 2. BASE SURVEY PROVIDED BY LIS ENGINEERING CO.
- 3. LOCATION OF STRUCTURES, HARDSCAPE, AND EXISTING VEGETATION SHALL BE FIELD VERIFIED.
- 4. VERIFY ALL LAYOUT AND DIMENSIONS IN FIELD.
- 5. PLANT COUNTS ARE FOR CONFORMANCE ONLY. FIELD VERIFY ACCORDINGLY.
- 6. CONTRACTOR IS RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE.
- 7. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS.
- 8. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN SAVINGS OR FIELD CONDITIONS.
- 9. REFER TO ARCH/CON FOR ALL UTILITIES, GRADING, DRAINAGE, & HARDSCAPE.

Landscape Contractor shall coordinate tree planting locations with general contractor prior to utility installation. Field adjust as needed. (typ.)



DRAFT - FOR REVIEW ONLY  
 NOT FOR CONSTRUCTION

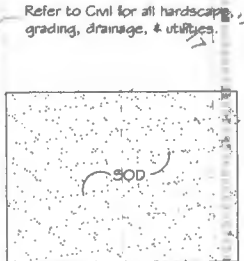
LA-54



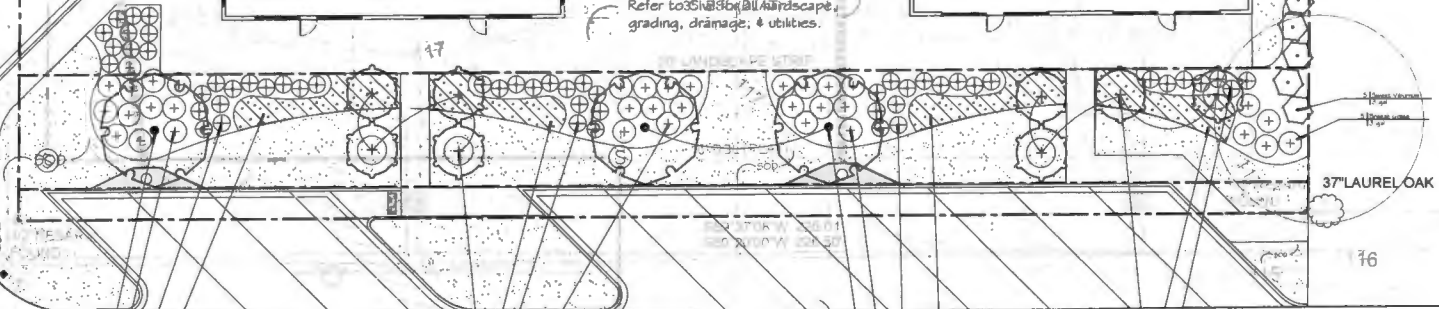
INGLESIDE

NOTE: NO WORK SHALL BE PERFORMED WITHIN THE CITY RIGHT OF WAY WITHOUT WRITTEN PERMISSION FROM THE GOVERNING AUTHORITY.

Refer to Civil for all hardscape, grading, drainage, & utilities.



Refer to Civil for all hardscape, grading, drainage, & utilities.



NICHOLS AVE.

NOTE: NO WORK SHALL BE PERFORMED WITHIN THE CITY RIGHT OF WAY WITHOUT WRITTEN PERMISSION FROM THE GOVERNING AUTHORITY.

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RIM=116.36  
INV=105.63

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- 5. CONTRACTOR IS RESPONSIBLE FOR INSURING POSITIVE DRAINAGE.
- 6. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS.
- 7. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN DRAINAGE OR FIELD CONDITIONS.
- 8. REFER TO ARCH / CIVIL FOR ALL UTILITIES, GRADING, DRAINAGE, & HARDSCAPE.

Landscape Contractor shall coordinate tree planting locations with general contractor prior to utility installation. Field adjust as needed. (typ.)



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309 INGLESIDE

Fairhope, AL



ISSUED/REVISED
Permitting 3/24/22
Revised 7/14/22

LANDSCAPE PLAN

DATE	BY	REVISION

L-1.2

DRAFT - FOR REVIEW ONLY  
NOT FOR CONSTRUCTION



**309 INGLESIDE**

Fairhope, AL



ISSUED/REVISED  
Permitting 5/24/22  
Revised 7/14/22

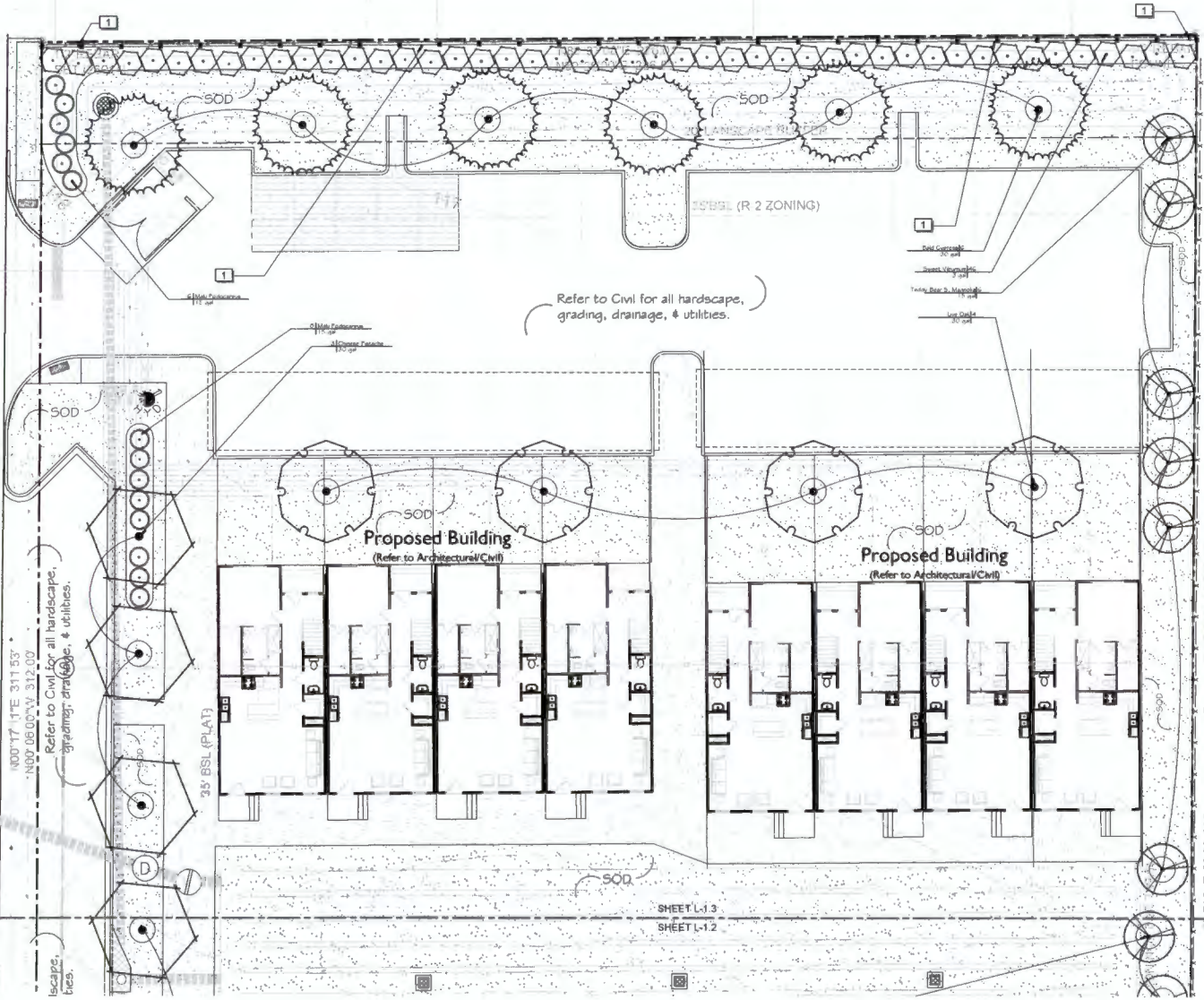
**LANDSCAPE PLAN**

DATE	BY	APP. BY	SCALE
7/14/22	JC	JC	1" = 10'
			L-1.3

**DRAFT - FOR REVIEW ONLY  
NOT FOR CONSTRUCTION**



Landscape Contractor shall coordinate tree planting locations with general contractor prior to utility installation. Field adjust as needed. (typ.)



NOTE: ALL WORK SHALL BE PERFORMED WITHIN THE CITY RIGHT OF WAY WITHOUT WRITTEN PERMISSION FROM THE CONTROLLING AUTHORITY.

Refer to Civil for all hardscape, grading, drainage, & utilities.

Refer to Civil for all hardscape, grading, drainage, & utilities.

Proposed Building  
(Refer to Architectural/Civil)

Proposed Building  
(Refer to Architectural/Civil)

SHEET L-1.3  
SHEET L-1.2

INGLESIDE AVE.

118

118

- NOTES
1. BASE SURVEY PROVIDED BY LISI ENGINEERING CO.
  2. LOCATION OF STRUCTURES, HARDSCAPE, AND EXISTING VEGETATION SHALL BE FIELD VERIFIED.
  3. VERIFY ALL LAYOUT AND DIMENSIONS IN FIELD.
  4. PLANT COUNTS ARE FOR CONVENIENCE ONLY. FIELD VERIFY ACCORDINGLY.
  5. CONTRACTOR IS RESPONSIBLE FOR ENSURING POSITIVE DRAINAGE.
  6. CONTRACTOR TO OBTAIN ALL REQUIRED PERMITS.
  7. NOTIFY LANDSCAPE ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES IN DRAWINGS OR FIELD CONDITIONS.
  8. REFER TO ARCHITECTURAL/CIVIL FOR ALL UTILITIES, GRADING, DRAINAGE, & HARDSCAPE.





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

**A RESOLUTION OF THE CITY OF FAIRHOPE SUPPORTING THE  
ALABAMA DEPARTMENT OF TRANSPORTATION'S BRIDGE INVESTMENT PROGRAM  
GRANT APPLICATION TO ASSIST IN FUNDING  
I-10 MOBILE RIVER BRIDGE AND BAYWAY PROJECT**

**WHEREAS**, Interstate 10 is a major East-West corridor for commercial and personal vehicles, and is the only interstate highway that connects the East Coast, West Coast, and Gulf Coast of the United States; and

**WHEREAS**, the portion of Interstate 10 connecting Mobile and Baldwin Counties was initially built for 30,000 vehicles per day, but now services more than 100,000 vehicles on peak days, with traffic volumes growing steadily and continuously; and

**WHEREAS**, Mobile and Baldwin Counties are home to significant industry, whose workforce and suppliers rely on Interstate 10 to safely move people and goods across Mobile Bay; and

**WHEREAS**, the Port of Mobile, the Mobile International Airport, and numerous multimodal hubs all are located on Mobile Bay and frequently utilize Interstate 10 helping to stimulate and drive the economy of Mobile and Baldwin Counties, the State of Alabama and the entire Gulf Coast region; and

**WHEREAS**, traffic and congestion on Interstate 10 will continue to increase, with negative effects on public safety, commerce, and mobility in the region, if no action is taken; and

**WHEREAS**, the City of Fairhope agrees on the need for a new bridge over the Mobile River and Mobile Bay and a framework to achieve this goal; and

**WHEREAS**, the City of Fairhope recognizes that President Biden and Congress conceived and enacted the Infrastructure Investment and Jobs Act (IIJA), which includes a new discretionary grant program designed to address infrastructure challenges of this type and magnitude; and

**WHEREAS**, the U.S. Department of Transportation is committed to improving our nation's infrastructure through the Bridge Investment Program Grant Opportunity, or "BIP Grant" program; and

**WHEREAS**, this program can be a key funding component to address this crucial infrastructure need of local, regional, and national importance.

**THEREFORE, BE IT RESOLVED** that the City of Fairhope supports the Alabama Department of Transportation's application for a Bridge Investment Program Grant and any other sources of federal funding that may become available; and

ADOPTED AND APPROVED THIS THE 25TH OF JULY, 2022

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

Attest:

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

July 26, 2022

Mr. John R. Cooper, Transportation Director  
Alabama Department of Transportation  
1701 I-65 West Service Road North  
Mobile, AL 36618

RE: 2022 Bridge Investment Program Grant Opportunity  
I-10 Mobile River Bridge and Bayway Project

Dear Mr. Cooper,

Enclosed please find Resolution No. \_\_\_\_\_ adopted by the Fairhope City Council on July 25, 2022 during a regular City Council meeting. The City Council supports the Alabama Department of Transportation's Bridge Investment Program Grant application through the U.S. Department of Transportation.

The I-10 Mobile River Bridge and Bayway project is an important transportation infrastructure project that will improve mobility, safety, security, and efficiency along the I-10 corridor in Mobile and Baldwin Counties in Southwest Alabama.

Corridor studies identified needs and strategies to improve freight operations and mobility throughout the I-10 corridor, which connects eight states. The South Alabama region is experiencing tremendous growth – the Mobile River Bridge and Bayway project is vital and will provide great benefits for citizens, travelers, and businesses, as well as regional and interstate commerce.

As key stakeholders along the corridor, and ones who will benefit greatly from the infrastructure improvements, we fully support efforts to fund and deliver this key infrastructure.

Should you have any questions regarding our endorsement, or if we can support the grant application effort in any other way, please feel free to contact me at your convenience.

Thank you for your leadership in this important endeavor.

Sincerely,

Sherry Sullivan, Mayor



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

WHEREAS, the City of Fairhope has an executed Municipal Lease with Fairhope Yardarm Restaurant and Marina, Inc. for that portion of the Fairhope Municipal Pier upon which the Yardarm Restaurant and building, deck, and the marina portion of the Fairhope Municipal Pier now known as the Fairhope Marina are presently situated (the “Lease”); and

WHEREAS, the City of Fairhope consented and agreed to the transfer and assignment of the Lease from Fairhope Yardarm Restaurant and Marina, Inc. to Ricci Company, LLC or its affiliate, SHUX, LLC (the “Gambino Entity”) via Resolution No. 2312-15 that was adopted on January 12, 2015; and

WHEREAS, the Gambino Entity desires to transfer and assign the Lease to TBT Fairhope, LLC, who has a contract to purchase the restaurant and the leasehold interest; and Section 6 of the Lease reads:

Lessee may not assign or transfer this lease, or any interest herein, without the written consent of Lessor, but the Lessor will not unreasonably withhold its consent to said transfer. Lessee shall have the right to assign or transfer this lease, or any interest herein, for such consideration and under such terms as may be deemed reasonable and appropriate to the Lessee, with the written consent of the Lessor. Lessee shall have the right to sublet a portion of the premises leased herein as Lessee sees fit, provided lease complies with all City ordinances and State laws applicable hereto, and further provided Lessee obtains the written consent of Lessor. Neither this lease nor the leasehold estate of Lessee nor any interest of Lessee hereunder in the demised premises or any buildings or improvements thereon shall be subject to involuntary assignment, transfer, or sale or to assignment, transfer or sale by operation of law in any manner whatsoever. The ownership of the existing Restaurant building, including the deck and all additions and improvements thereto will belong to the Lessor at the end of the lease period.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope does hereby consent and agree to the transfer and assignment of the Lease from the Gambino Entity to TBT Fairhope, LLC.

DULY ADOPTED THIS 25TH DAY OF JULY, 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 City Council hereby approves an extension of Sewer Main Point Repair and Bypass Connections (Bid 009-19) to W.R. Mitchell Contractor for the following projects: St. Michael's Way, Bancroft, and Mannich Court until September 30, 2022. The extension is due to COVID-19, rain delays, and labor shortage. The current rate of the contract will remain the same and the contractor bond will not be called.

Adopted on this 25th day of July, 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**, as follows:

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 019-22) Water Treatment Plant No. 3 Expansion for the Water and Sewer Department at 555 South Section Street, in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Water Treatment Plant No. 3 Expansion

[3] At the appointed time and place; after evaluating the bids with the required specifications, The Creel Company is now awarded (Bid No. 019-22) Water Treatment Plant No. 3 Expansion for the Water and Sewer Department for a total cost not-to-exceed \$7,589,893.00. Funding of the award for the FY22 Budget is \$3,000,000.00 and the proposed FY23 Budget is \$4,589,893.00.

ADOPTED ON THIS 25TH DAY OF JULY, 2022

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 7/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 019-22 Water Treatment Plant No. 3 Expansion

Project Location: WWTP No.3

Presented to City Council: 7/25/2022

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

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

JUL 15 '22 AM 10:59 *Jaw*

Project Cash Requirement Requested:  
Cost: \$ 7,589,893.00

Vendor: The Creel Company

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

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

Funding Source:

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

Expense Code: 004010-59501  
G/L Acct Name: System Impr-Water Plant/Wells

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

Project Budgeted: \$ 3,000,000.00 Current Year Budget/Remaining Proposed FY23 Budget  
Balance Sheet item- Included in projected cash flow

Over (Under) budget amount: \$ 4,589,893.00

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

Comments:

\$3,000,000 FY22 Budget / \$4,589,893 Proposed FY23 Budget

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

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

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/13/2022

Purchasing Memo Date: 7/13/2022

Delivered To Date: 7/14/2022

Request Approved Date: 7/13/2022

Request Approved Date: 7/14/2022

Approved Date: 7/14/2022

Signatures:

*Aislinn Stone*  
Aislinn Stone

*Kim Creech*  
Kim Creech

*Sherry Sullivan*  
Mayor Sherry Sullivan





## MEMO

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

A handwritten signature in black ink that reads "Erin Wolfe".

From: \_\_\_\_\_  
Erin Wolfe, Purchasing Manager

Sherry Sullivan  
Mayor

*Council Members:*

Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

Date: July 13, 2022

**Re: Requesting Green Sheet and Approval by City Council to award Bid 019-22 Water Treatment Plant No. 3 Expansion**

The Superintendent of Water and Wastewater Department, Jason Langley, has requested to the construction of the Water Treatment Plant No. 3 Expansion, which will include installing a new well pump, construct a new Treatment Building to include a Finished Water Pump Station; Electrical Rooms, and Chemical Room; selective demolition and reconfiguring of the existing Treatment Building, Clearwell, and Finished Water Pump Station structure; New Flouride, Sodium Hypochlorite, Liquid Lime, and Phosphate chemical feed systems; yard piping to accommodate the improvements, electrical improvements; and SCADA..

Bid No. 019-22 Water Treatment Plant No. 3 Expansion was advertised in three (3) statewide newspapers for three (3) weeks, and on the City website, beginning May 16, 2022. Six (6) vendors attended the non-mandatory pre-bid meeting on June 1, 2022 at 10:00 a.m. The bid was opened on June 30, 2022 at 10:00 a.m. The City received two (2) bids, from The Creel Company, Inc. and from Robert J. Baggett, Inc.

Our recommendation is to award Bid No. 019-22 Water Treatment Plant No. 3 Expansion to The Creel Company, Inc. for Seven Million Five Hundred Eighty-Nine Thousand Eight Hundred Ninety-Three Dollars (\$7,589,893.00). That is a total of the Base Bid of \$6,930,157.00, Alternate No. 1 of \$463,021.00, and Alternate No. 2 of \$196,715.00.

**Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid 019-22 Water Treatment Plant No. 3 Expansion to The Creel Company, Inc.**

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

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

Enclosure

Cc: Jason Langley, Clint Steadham



July 7, 2022

Mr. Jason Langley  
City of Fairhope  
555 South Section Street  
Fairhope, AL 36532

Re: Water Treatment Plant No. 3 Expansion Project – Bid No. 019-22, Fairhope Project No. WA002-22

Dear Jason:

Two (2) bids were received for the above referenced project at 10:00 A.M., CDT, on June 30, 2022. The order of the bids received, beginning with the low bidder, was as follows:

CONTRACTOR	BASE BID	ALT. NO. 1	ALT. NO. 2
The Creel Company, Inc.	\$6,930,157.00	\$463,021.00	\$196,715.00
Robert J. Baggett, Inc.	\$8,325,414.00	\$426,570.00	\$228,235.00

Krebs reviewed the bids and determined The Creel Company, Inc. meets the requirements of the low, responsible, responsive bidder as outlined in the Contract Documents. Attached is a copy of the certified bid tabulation, Bid Response Form, and Bid Bond of The Creel Company, Inc. for your records. Krebs recommends the City of Fairhope include Alternate Bid Items No. 1 (Generator) and No. 2 (Asphalt Paving) in the project.

Based on this, Krebs recommends awarding the contract for the Water Treatment Plant No. 3 Expansion project to The Creel Company, Inc. for the low tendered bid amount of \$7,589,893.00 (Base bid of \$6,930,157.00, Alternate No. 1 of \$463,021.00, and Alternate No. 2 of \$196,715.00).

Please contact us if there are any questions or comments.

Sincerely yours,

Krebs Engineering, Inc.

By Austin Maynard  
Austin Maynard, P.E.  
Engineer



cc: Caleb Leach  
Krebs File No. 21036



BID NO.: 019-22  
 CITY OF FAIRHOPE PROJECT NO.: WA002-22  
 KREBS JOB NO.: 21036  
 DATE: June 30, 2022 @ 10:00 AM, Local Time  
 OWNER: City of Fairhope, Alabama  
 DESCRIPTION: Bid No. 019-22 Water Treatment Plant No. 3 Expansion

BASE BID				The Creel Company, Inc. 3762 Moffett Road Mobile, AL 36618		Robert J. Baggett, Inc. 759 Holcombe Ave. Mobile, AL 36606
Item No.	Approximate Quantities	Description of Item	Unit Price	Total Price for Item	Unit Price	Total Price for Item
1	Complete	Water Treatment Plant No. 3 Expansion: Furnish and install all labor, materials, equipment and appurtenances for the construction of the WTP upgrade/expansion, including demolition, sitework, yard piping, wetwell, FWPS, Treatment Building, and other modifications/improvements.	LS	\$5,000,530.00	LS	\$6,029,814.00
2	Complete	Electrical: Furnish and install all labor, materials, equipment and appurtenances for the electrical work associated with this project.	LS	\$1,548,215.00	LS	\$1,670,000.00
3	Complete	WTP SCADA System: Furnish and install all labor, materials, equipment and appurtenances for the SCADA System work as specified herein.	LS	\$346,532.00	LS	\$600,000.00
4	200 CY	Undercut (Below Subgrade) Unsuitable Soils, Haul, and Dispose Off-Site, as directed by the Engineer	\$20.70	\$4,140.00	\$32.00	\$6,400.00
5	280 Ton	Backfill Undercut Areas w/ Crushed Stone (Including Hauling and Compaction), as directed by the Engineer	\$85.00	\$23,800.00	\$53.57	\$15,000.00
6	200 CY	Backfill Undercut Areas w/ suitable Soil from On-Site (Including Hauling and Compaction), as directed by the Engineer	\$34.70	\$6,940.00	\$21.00	\$4,200.00
<b>TOTAL AMOUNT OF BASE BID</b>				<b>\$6,930,157.00</b>		<b>\$8,325,414.00</b>

ALTERNATE NO. 1				The Creel Company, Inc. 3762 Moffett Road Mobile, AL 36618		Robert J. Baggett, Inc. 759 Holcombe Ave. Mobile, AL 36606
Item No.	Approximate Quantities	Description of Item	Unit Price	Total Price for Item	Unit Price	Total Price for Item
1	Complete	Furnish and Install 900kW (minimum) generator as specified in the plans and specifications	LS	\$463,021.00	LS	\$426,570.00
<b>TOTAL AMOUNT ALTERNATE NO. 1</b>				<b>\$463,021.00</b>		<b>\$426,570.00</b>

ALTERNATE NO. 2				The Creel Company, Inc. 3762 Moffett Road Mobile, AL 36618		Robert J. Baggett, Inc. 759 Holcombe Ave. Mobile, AL 36606
Item No.	Approximate Quantities	Description of Item	Unit Price	Total Price for Item	Unit Price	Total Price for Item
1	Complete	Install asphalt paving as shown in the Contract Drawings in lieu of gravel.	LS	\$196,715.00	LS	\$228,235.00
<b>TOTAL AMOUNT OF ALTERNATE NO. 2</b>				<b>\$196,715.00</b>		<b>\$228,235.00</b>
<b>TOTAL AMOUNT OF BID INCLUDING ALTERNATE NO. 1 AND NO. 2</b>				<b>\$7,589,893.00</b>		<b>\$8,980,219.00</b>

"I hereby certify that this is a true tabulation of bids received by the City of Fairhope, Alabama on June 30, 2022 @10:00 AM, Local time

for Water Treatment Plant No. 3 Expansion."

*Austin Maynard*

Austin Maynard, PE



**ITEM IV  
BID RESPONSE FORM**

Date: 06/30/22

**BID NO: 019-22 Water Treatment Plant No. 3 Expansion  
PROJECT NO. WA002-22 Water Treatment Plant No. 3 Expansion**

**3.0 BIDDER'S DECLARATION AND UNDERSTANDING**

- 3.0.1 The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the CITY, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.
- 3.0.2 The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors pre-bid investigations.
- 3.0.3 The Bidder understands and agrees that if a Contract is awarded, the CITY may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the CITY.
- 3.0.4 The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project and has checked and verified the completeness of the Contract Documents; that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

**3.1 START OF CONSTRUCTION AND CONTRACT COMPLETION TIME**

The Bidder further agrees to **begin work on the date stated in the Notice to Proceed** and to fully complete the work, in all respects, within the time specified in the Contract documents for completion, that being THREE HUNDRED SIXTY-FIVE (365) calendar days.

**3.2 ADDENDA:**

The Bidder hereby acknowledges that he has received the addenda.

Bidder shall Insert No. of each Addendum received and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) include(s) all impacts resulting from said addenda.

**3.3 BID AMOUNTS**

**3.3.1 TURNKEY BID:**

**The OWNER agrees to provide the following materials: NONE**

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

The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following turnkey bid of:





**PUBLIC WORKS DEPARTMENT**  
**REQUEST FOR COMPETITIVE BIDS**  
**FOR CAPITAL IMPROVEMENTS PROJECT**  
**BID NO. 019-22 WATER TREATMENT**  
**PLANT NO. 3 EXPANSION**  
**PROJECT NO. WA002-22**

PROPOSAL FORM

ITEM NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL PRICE FOR ITEM
1.	Complete	<b>Water Treatment Plant No. 3 Expansion:</b> Furnish and Install all labor, materials, equipment and appurtenances for the construction of the WTP upgrade/expansion, including demolition, sitework, yard piping, wetwell, FWPS, Treatment Building, and other modifications/improvements.  Lump Sum	Lump Sum	\$5,009,530. <sup>00</sup>
2.	Complete	<b>Electrical:</b> Furnish and install all labor, materials, equipment and appurtenances for the electrical work associated with this project.  Lump Sum	Lump Sum	\$1,548,215. <sup>00</sup>
3.	Complete	<b>WTP SCADA System:</b> Furnish and install all labor, materials, equipment and appurtenances for the SCADA System work as specified herein.  Lump Sum	Lump Sum	\$346,532. <sup>00</sup>
4.	200	Undercut (Below Subgrade) Unsuitable Soils, Haul, and Dispose Off-Site, as directed by the Engineer	CY	\$ 4,140. <sup>00</sup>
5.	280	Backfill Undercut Areas w/ Crushed Stone (Including Hauling and Compaction), as directed by the Engineer	Ton	\$23,800. <sup>00</sup>
6.	200	Backfill Undercut Areas w/ suitable Soil from On-Site (Including Hauling and Compaction), as directed by the Engineer	CY	\$6,940. <sup>00</sup>
Total Amount of Base Bid				\$6,930,157. <sup>00</sup>

**BASE BID:** For construction complete as shown and specified in table above, the sum of

Six Million, Nine Hundred Thirty Thousand, One Hundred  
Fifty-Seven Dollars \$ 6,930,157.<sup>00</sup>

**ALTERNATES:** If alternates as set forth in the Contract Documents are accepted, the following adjustments are to be made to the Base Bid.

ITEM NO.	ALTERNATE DESCRIPTION	TOTAL ADD OR DEDUCT PRICE FOR ITEM
A1.	Furnish and Install 900kW (minimum) generator as specified in the plans and specifications  Lump Sum	\$ 463,021. <sup>00</sup>
A2.	Install asphalt paving as shown in the Contract Drawings in lieu of gravel.  Lump Sum	\$ 196,715. <sup>00</sup>

**ADDENDA:** The Bidder acknowledges receipt of Addenda Nos. 1, 2, 3, 4, \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

**IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE**

The Creel Company, Inc.  
Name of Corporation, Partnership, or Joint Venture

Alabama  
State of Incorporation

**Company Representative**

Bruce G. Creel  
Print Name of Representative Authorized to Sign Contracts for the firm

President  
Position or Title

[Signature]  
Signature of Representative Authorized to Sign Contracts for the firm

3762 Moffett Road  
Print Name(s) of Others if a Partnership  
Address

Mobile, AL 36618  
Address

251-460-2722  
City, State, Zip Code  
Phone Number

251-460-2774  
Fax Number

kpc@thecreelcompany.com  
Primary E-mail Address

20164  
AL General Contractor License No. (Attach Copy)

Building Construction, Heavy Construction, Municipal and Public Works Construction  
AL General Contractor License Major Categories

Building Construction, Heavy Construction, Municipal and Public Works Construction  
AL General Contractor Specialties

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

**NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC**

STATE OF Alabama }  
COUNTY OF Mobile }

I, the undersigned authority in and for said State and County, hereby certify that Bruce G. Creel  
Name of Bid Signer  
As President respectively of The Creel Company, Inc  
Title Company Name

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

Given under my hand and Notary Seal on this 30th day of June, 2022

NOTARY PUBLIC [Signature]

MY COMMISSION EXPIRES 02/12/2025



STATE OF ALABAMA

BID LIMIT: U  
AMOUNT: UNLIMITED



LICENSE NO.: 20164  
TYPE: RENEWAL

State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

THE CREEL COMPANY INC

MOBILE, AL 36618

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC: BUILDING CONSTRUCTION, H/RR: HEAVY AND RAILROAD, MU: MUNICIPAL AND UTILITY

until October 31, 2022 when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

15th day of October, 2021

178466

*Michael B. Tew*

SECRETARY-TREASURER

*Charles A. Corbett*

CHAIRMAN



**EXPERIENCE OF BIDDER:**

Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1. Daphne Utilities 626-2628  
Name of Client Telephone Number  
900 Daphne Ave. Daphne, AL  
Street City  
Old Towne Daphne WTP \$2 million 2017  
Facility Size Date  
Hutchinson, Moore, & Rauch 345-1841  
Name of Engineer of Record Telephone Number  
Robbie Strom  
Name of Engineering Firm

2. The City of Bessemer, AL 205-436-4010  
Name of Client Telephone Number  
PO Box 670, 250 Link Rd. Bessemer, AL  
Street City  
Bessemer WTP \$2 million 2019  
Facility Size Date  
Municipal Consultants, Inc. 205-822-0387  
Name of Engineer of Record Telephone Number  
Chris DeWeese  
Name of Engineering Firm

3. MAWSS 694-3100  
Name of Client Telephone Number  
4725 Moffett Rd. Mobile, AL  
Street City  
Wright Smith Jr. WWTP \$9 million 2021  
Facility Size Date  
Jacobs 251-895-0411  
Name of Engineer of Record Telephone Number  
Kavita Waddell  
Name of Engineering Firm

3.9 **PERFORMANCE OF WORK BY CONTRACTOR:**

The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

3.10 **SUBCONTRACTORS:**

Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work Electrical  
Name A+B Electric

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Description of Work SCADA

ACS  
Name \_\_\_\_\_

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Description of Work \_\_\_\_\_

Name \_\_\_\_\_

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**3.11 SURETY:**

If the Bidder is awarded a construction contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

Ohio Casualty Insurance Company whose address is \_\_\_\_\_

Street \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Single Job Bond Limit +/- \$30 million Aggregate Job Bond Limit +/- \$45 million

Attached hereto is a (Bid Bond) or (Check) for the sum of \_\_\_\_\_ (\$  
Five Percent (5%) of the amount of the Bid, NTE \$10,000.00  
\_\_\_\_\_ according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this 30th day of June, 2022

[ END OF BID PROPOSAL ]

**ITEM VI  
BID BOND**

The PRINCIPAL (Bidder's name and address)

**The Creel Company, Inc.  
3762 Moffett Road  
Mobile, AL 36618**

The OWNER

City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

**PROJECT NO. WA002-22  
PROJECT NAME: Water Treatment Plant No. 3 Expansion**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the OWNER in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the OWNER the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principal's bid and the Principal thereafter either:

executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents,  
or

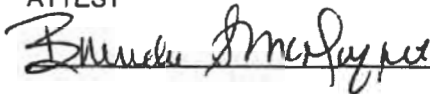
fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the OWNER the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the OWNER may award a Construction Contract for the same Work to another Bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the OWNER may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED THIS 30th day of June, 2022.

The Creel Company, Inc.  
Principal (Company)

ATTEST



by 

Bruce G. Creel, President  
Print Name and Title

Westfield Insurance Company  
Surety Company

SURETY ATTEST

Colvin P. Duncan

by

Julie Livingston

Julie C. Livingston, Attorney-in-Fact  
Print Name and Title



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 03/29/22, FOR ANY PERSON OR PERSONS NAMED BELOW.

POWER NO. 0120172 00

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**DALE A. TAYLOR, ROBBIE D. DUNCAN, JULIE C. LIVINGSTON, WILSON RUSS, CHARLIE MCVEA, MICHAEL DICHIARA,**  
JOINTLY OR SEVERALLY

of **MONTGOMERY** and State of **AL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **29th** day of **MARCH** A.D., **2022**.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss.:

On this **29th** day of **MARCH** A.D., **2022**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **30th** day of **June** A.D., **2022**.



**Frank A. Carrino, Secretary**

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

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

[1] That the City of Fairhope did request, receive, and open bids for Arts Alley Downtown Transit Hub for the Public Works Department (Bid No. 027-22) at 555 South Section Street, in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Arts Alley Downtown Transit Hub

[3] After evaluating the bids with the required specifications, RH Deas Building Co., LLC with a total bid proposal of \$1,687,711.00 is now awarded (Bid No. 027-22) Arts Alley Downtown Transit Hub for the Public Works Department. Project was budgeted at \$1,152,950.00; and a General Fund Balance Transfer to cover additional cost.

ADOPTED ON THIS 25TH DAY OF JULY, 2022

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

Attest:

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



City of Fairhope  
Project Funding Request

Please return this Routing Sheet to Treasurer by: ASAP

Issuing Date: 7/14/2022

Project Name: Award Bid 027-22 Arts Alley Downtown Transit Hub

Project Location: Arts Alley

Presented to City Council: 7/25/2022

Funding Request Sponsor: Richard Johnson, Public Works Director  
Jessica Walker, Special Projects and Grants Manager

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

Project Cash Requirement Requested:  
Cost: \$ 1,687,711.00

Vendor: RH Deas Building Co, LLC

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

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

Funding Source:

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

Expense Code: 103-55859  
G/L Acct Name: BRATS Hub Transit Shelter

Grant: \$831,865.70 Federal - not to exceed amount  
State \_\_\_\_\_  
City \_\_\_\_\_  
Local \_\_\_\_\_

Project Budgeted: \$ 1,152,950.00  
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 534,761.00

Comments: General Fund Balance Transfer to cover additional cost.

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

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

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

Senior Accountant	City Treasurer	Mayor
Purchasing Memo Date: <u>7/13/2022</u>	Purchasing Memo Date: <u>7/13/2022</u>	Delivered To Date: <u>7/14/2022</u>
Request Approved Date: <u>7/14/2022</u>	Request Approved Date: <u>7/14/2022</u>	Approved Date: <u>7/14/2022</u>
Signatures: <u>Aislinn Stone</u>	<u>Kim Creech</u> Kim Creech	<u>Sherry Sullivan</u> Mayor Sherry Sullivan



## MEMO

Sherry Sullivan  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

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

From: \_\_\_\_\_  
Erin Wolfe, Purchasing Manager

Date: July 13, 2022

**Re: Requesting Green Sheet and Approval by City Council to award Bid 027-22 Arts Alley Downtown Transit Hub**

The Arts Alley Downtown Transit Hub project is a revitalization effort for the area around the public parking garage in the heart of Fairhope's downtown. There will be a variety of site and vertical elements incorporated in the construction of this project such as masonry walls, wayfinding signage, site furnishings and a restroom facility that includes plumbing and mechanical. The site work involved in the project scope includes, but is not limited to drainage, tree pruning, paving, electrical, lighting, landscape, and irrigation.

This Invitation to Bid No. 027-22 Arts Alley Transit Hub Project was posted to the City's website on Friday, May 13, 2022, and viewed by 131 vendors of the 340 e-notification recipients on the City's website. The Bid was advertised in three statewide newspapers for three (3) weeks. Two (2) vendors attended the Non-Mandatory Pre-Bid Meeting held Wednesday, June 1, 2022, at 2:30 P.M. The City received one bid from RH Deas Building Co., LLC.

Our recommendation is to award Bid 027-22 Arts Alley Transit Hub to RH Deas Building Co., LLC. for One Million Six Hundred Eighty-Seven Thousand Seven Hundred Eleven Dollars (\$1,687,711.00).

**Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid 027-22 Arts Alley Downtown Transit Hub to RH Deas Building Co., LLC. for \$1,687,711.00 contingent on project authorization from funding stakeholders.**

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

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

Enclosure

Cc: Richard Johnson, Jessica Walker



**MPO Transit Shelter FTA**

Reimbursement

Construction

Engineering -Construction and Inspection

103-55859

	<b>Grant 80%</b>	<b>City Match 20%</b>
5/17/2017 Transportation Improvement Program	480,000.00	120,000.00
3/2/2021 5307 Funds	<u>427,000.00</u>	<u>106,750.00</u>
	907,000.00	226,750.00

Date	Vendor	paid	Disallow	80% Cost	20%-City	Reimbursement
4/1/2019	Christian Preus	13,725.00		10,980.00	2,745.00	
4/24/2019	Christian Preus	5,225.00		4,180.00	1,045.00	
5/8/2019	Christian Preus	9,625.00		7,700.00	1,925.00	
6/6/2019	Christian Preus	10,175.00		8,140.00	2,035.00	
9/30/2019	Christian Preus	18,500.00		14,800.00	3,700.00	
1/15/2020	Christian Preus	15,850.00		12,680.00	3,170.00	
1/23/2020	SE Civil LLC	750.00		600.00	150.00	
2/5/2020	Christian Preus	9,537.50		7,630.00	1,907.50	
4/1/2020	Christian Preus	4,162.50		3,330.00	832.50	
11/23/2020	Schneider Historic	1,015.00		812.00	203.00	
5/31/2021	OPC News LLC	373.89		299.11	74.78	
5/31/2021	Advance Alabama Media LLC	397.48		317.98	79.50	
5/31/2021	Advance Alabama Media LLC	456.50		365.20	91.30	
6/9/2021	Christian Preus	2,725.00		2,180.00	545.00	
8/11/2021	Christian Preus	1,400.00		1,120.00	280.00	

5/31/2019	Baldwin County MPO					15,160.00
9/3/2019	Baldwin County MPO					7,700.00
12/3/2019	Baldwin County MPO					14,800.00
12/3/2019	Baldwin County MPO					8,140.00
11/6/2020	Baldwin County MPO					24,240.00
12/10/2021	Baldwin County MPO					5,094.29

93,917.87	75,134.30	18,783.57	75,134.29	0.01
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**Available**

831,865.70

**CHRISTIANPREUS**  
Landscape Architecture

Mailing:  
307 De La Mare Avenue  
Fairhope, AL 36532

1011 Desoto Street  
Ocean Springs, MS 39564

T : 855.539.5086

cpladesignplanning.com

June 15, 2022

City of Fairhope  
Richard Johnson, Public Works Director  
Erin Wolfe, Purchasing Manager  
161 North Section Street  
Fairhope, AL 36532

REFERENCE: ARTS ALLEY DOWNTOWN TRANSIT HUB  
BID# 027-22

Dear Mr. Johnson and Ms. Wolfe:

We received a bid for the above referenced project at 10:00 A.M. on June 14, 2022. Please find attached a certified bid tab which details all bids received.

We have reviewed the bid proposal from the responsive bidder, RH Deas Building Co., LLC, and all documentation appears adequate for award should the City of Fairhope choose to move forward with this project. Taking into consideration that this bid falls between the two bids received for this project on December 9, 2021, and the reality of inflated cost of materials, we recommend awarding this project to RH Deas Building Co., LLC.

If you have any questions or need additional information concerning this bid, please do not hesitate to contact my office.

Sincerely,



Christian Freus, PLA  
CPLA Principal

Attachment: Certified Bid Tab

CITY OF FAIRHOPE TABULATION and Recommendation

BID 027-22 Arts Alley Downtown Transit Hub

BID OPENING: June 14, 2022

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	RH Deas Building Co. LLC	
				UNIT PRICE	AMOUNT
<b>GENERAL</b>					
100	MOBILIZATION	LS	1	\$ 41,866.00	\$ 41,866.00
101	GEOMETRIC CONTROLS	LS	1	\$ 19,737.00	\$ 19,737.00
102	TRAFFIC CONTROL	LS	1	\$ 11,962.00	\$ 11,962.00
<b>SUB-TOTAL GENERAL</b>				<b>\$</b>	<b>73,565.00</b>
<b>ARCHITECTURAL</b>					
200	RESTROOM / TRANSIT HUB (Including Mechanical & Electrical)	LS	1	\$ 253,609.00	\$ 253,609.00
<b>SUB-TOTAL ARCHITECTURAL</b>				<b>\$</b>	<b>253,609.00</b>
<b>HARDSCAPE</b>					
300	DEMOLITION	LS	1	\$ 43,702.00	\$ 43,702.00
301	GRADING & SITE PREP	LS	1	\$ 24,904.00	\$ 24,904.00
302	ASPHALT	LS	1	\$ 52,003.00	\$ 52,003.00
303	CONCRETE (ALL CONCRETE WORK)	LS	1	\$ 174,770.00	\$ 174,770.00
304	ALL PAVERS (INCLUDING ALL BASE MATERIALS)	LS	1	\$ 323,198.00	\$ 323,198.00
305	TRASH ENCLOSURES & GATES	LS	1	\$ 30,845.00	\$ 30,845.00
306	SITE FURNISHINGS (Bike Racks, Benches, Bollards & Trash Cans)	LS	1	\$ 20,063.00	\$ 20,063.00
307	SIGNAGE - ALL SIGNS	LS	1	\$ 7,141.00	\$ 7,141.00
308	PAVEMENT MARKING / STRIPING	LS	1	\$ 1,555.00	\$ 1,555.00
<b>SUB-TOTAL HARDSCAPE</b>				<b>\$</b>	<b>678,181.00</b>
<b>LANDSCAPE</b>					
400	LANDSCAPE (PLANTS, SOIL, MULCH, & SOD)	LS	1	\$ 60,670.00	\$ 60,670.00
401	TREE PRUNING & FERTILIZATION (EX. OAK)	LS	1	\$ 9,569.00	\$ 9,569.00
402	IRRIGATION	LS	1	\$ 61,908.00	\$ 61,908.00
<b>SUB-TOTAL LANDSCAPE</b>				<b>\$</b>	<b>132,147.00</b>
<b>DRAINAGE</b>					
500	STORMWATER DRAINAGE SYSTEM (AS PER PLANS)	LS	1	\$ 133,748.00	\$ 133,748.00
501	EROSION CONTROL	LS	1	\$ 11,005.00	\$ 11,005.00
502	VIDEO STORM DRAIN	LS	1	\$ 5,426.00	\$ 5,426.00
<b>SUB-TOTAL DRAINAGE</b>				<b>\$</b>	<b>150,179.00</b>
<b>UTILITIES</b>					
600	WATER	LS	1	\$ 6,878.00	\$ 6,878.00
602	SEWER	LS	1	\$ 3,648.00	\$ 3,648.00
603	ELECTRICAL / LIGHTING	LS	1	\$ 208,803.00	\$ 208,803.00
<b>SUB-TOTAL UTILITIES</b>				<b>\$</b>	<b>219,329.00</b>
<b>SUB-TOTAL OF ALL CATEGORIES</b>				<b>\$</b>	<b>1,507,010.00</b>
10% CONTINGENCY					\$ 150,701.00
Plus additional					\$ 30,000.00
<b>GRAND TOTAL</b>				<b>\$</b>	<b>1,687,711.00</b>

Prior to construction, the contractor will be required to submit a schedule of values for all of the project elements for approval.

Recommendation to Award Bid to:

\_\_\_\_\_/ /  
 Signature Date  
 Richard D. Johnson, Public Works Director

\_\_\_\_\_/ /  
 Signature Date  
 Erin Wolfe, Purchasing Manager



**BID TABULATION**  
**PROJECT NAME:** City of Fairhope  
**PROJECT NUMBER:** Arts Alley Downtown Transit Hub  
**BID OPENING DATE:** BID NUMBER: 027-22  
**TIME:** June 14, 2022  
**LOCATION:** 10:00 A.M.  
**NUMBER OF BIDS RECEIVED:** City of Fairhope, 555 S. Section Street, Fairhope, AL  
**NUMBER OF ADDENDA:** ONE

**PROFESSIONAL:**  
**CHRISTIAN PREUS LANDSCAPE ARCHITECTURE, PLLC**

PROPOSED BIDDERS	General Contractor License Number	5% Bid Security	Acknowledge Addenda	BASE BID	CONTINGENCY ALLOWANCE	PLUS ADDITIONAL	TOTAL BASE BID
RH Deas Building Co., LLC	57048	yes	yes	\$1,507,010.00	\$150,701.00	\$30,000.00	\$1,687,711.00

I certify that this is a correct tabulation of all bids received for this Project on the date stated above. (After having checked the Contractor's Name and General Contractor License # at the Contractor's Board and the Contractor's Name at the Secretary of State's Office.



6/14/2022

Christian Preus, PLA

Date

Christian Preus Landscape Architecture, PLLC



BID TABULATION  
 PROJECT NAME:  
 PROJECT NUMBER:  
 BID OPENING DATE:  
 TIME:  
 LOCATION:

**City of Fairhope**  
**Arts Alley Downtown Transit Hub**  
**BID NUMBER: 027-22**  
**June 14, 2022**  
**10:00 AM**  
**City of Fairhope, 555 S. Section Street, Fairhope, AL**

Contractor	Alabama General Contractors Board				Alabama Secretary of State			
	Name as shown on ABOC	License Number	Expires	Specialty	Name as shown on SOS	Entity ID	Type	Status
<b>RH Deas Building Co., LLC</b> 304 Carmel Dr. East Mobile, AL 36608 251.591.1271	RH Deas Building Co., LLC	57048	9/30/2022	BC: Building Construction, H/RR Heavy and Railroad	RH Deas Building Co., LLC	001-002-839	Domestic LLC	Exists

Add: \$30,000 to total Bid

received  
9:47 6/14  
NH

**Bid 027-22 Arts Alley Downtown Transit Hub  
City of Fairhope  
Fairhope, AL**

**RH Deas Building Co., LLC  
License # 57048**

CITY OF FAIRHOPE

BID PROPOSAL

Proposal of RH Deas Building Co. LLC

(hereinafter called "Bidder"), organized and existing under the laws of the State of Alabama

doing business as LLC \*

TO the City of Fairhope, Alabama, (hereinafter called "Owner").

Ladies and Gentlemen:

The Bidder, in compliance with your invitation for bids for:

**ARTS ALLEY DOWNTOWN TRANSIT HUB**

**BID OPENING: June 14, 2022, 10:00 AM**

Having examined the specifications with related documents and the site of the proposed work and being familiar with all of the conditions surround the construction of the proposed projects including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the Contract Documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the Contract Documents, of which this is a part.

Bidder hereby agrees to commence work under this contract as stated hereafter in this proposal on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete the project within the specified Contract Time thereafter. Bidder further agrees to pay as liquidated damages the sum of \$500 for each consecutive calendar day thereafter as hereinafter provided in the Supplemental General Conditions.

Bidder acknowledges receipt of the following addendum:

Addendum No. 1 dated June 9, 2022

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

Addendum No. \_\_\_\_\_ dated \_\_\_\_\_

\*Insert corporation, partnership or individual as applies

Bidder agrees to perform all the work described in the specifications and shown on the plans, for the following unit prices:



Arts Alley Downtown Transit Hub

ITEM NO.	DESCRIPTION	UNIT	TOTAL QTY	PRICING	
				UNIT PRICE	AMOUNT
<b>GENERAL</b>					
100	MOBILIZATION	LS	1		41,866.00
101	GEOMETRIC CONTROLS	LS	1		19,737.00
102	TRAFFIC CONTROL	LS	1		11,962.00
<b>SUB-TOTAL GENERAL</b>				\$ 73,565.00	-
<b>ARCHITECTURAL</b>					
200	RESTROOM / TRANSIT HUB (Including Mechanical & Electrical)	LS	1		253,609.00
<b>SUB-TOTAL ARCHITECTURAL</b>				\$ 253,609.00	-
<b>HARDSCAPE</b>					
300	DEMOLITION	LS	1		43,702.00
301	GRADING & SITE PREP	LS	1		24,904.00
302	ASPHALT	LS	1		52,003.00
303	CONCRETE (ALL CONCRETE WORK)	LS	1		174,770.00
304	ALL PAVERS (INCLUDING ALL BASE MATERIALS)	LS	1		323,198.00
305	TRASH ENCLOSURES & GATES	LS	1		30,845.00
306	SITE FURNISHINGS (Bike Racks, Benches, Bollards & Trash Cans)	LS	1		20,063.00
307	SIGNAGE - ALL SIGNS	LS	1		7,141.00
308	PAVEMENT MARKING / STRIPING	LS	1		1,555.00
<b>SUB-TOTAL HARDSCAPE</b>				\$ 678,181.00	-
<b>LANDSCAPE</b>					
400	LANDSCAPE (PLANTS, SOIL, MULCH, & SOD)	LS	1		60,670.00
401	TREE PRUNING & FERTILIZATION (EX. OAK)	LS	1		9,569.00
402	IRRIGATION	LS	1		61,908.00
<b>SUB-TOTAL LANDSCAPE</b>				\$ 132,147.00	-
<b>DRAINAGE</b>					
500	STORMWATER DRAINAGE SYSTEM (AS PER PLANS)	LS	1		133,748.00
501	EROSION CONTROL	LS	1		11,005.00
502	VIDEO STORM DRAIN	LS	1		5,426.00
<b>SUB-TOTAL DRAINAGE</b>				\$ 150,179.00	-



Arts Alley Downtown Transit Hub

UTILITIES					
600	WATER	LS	1		6,878.00
602	SEWER	LS	1		3,648.00
603	ELECTRICAL / LIGHTING	LS	1		208,803.00
<b>SUB-TOTAL UTILITIES</b>					<b>\$ 219,329.00</b>
<b>SUB-TOTAL OF ALL CATEGORIES</b>					<b>\$ 1,507,010.00</b>
10% CONTINGENCY					<b>\$ 150,701.00</b>
<b>GRAND TOTAL</b>					<b>\$ 1,657,711.00</b>

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract within 10 days and deliver a Surety Bond or Bonds as required by the General Conditions. The bid security attached in the sum of:

\_\_\_\_\_ (\$ \_\_\_\_\_)

is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby. In the event of the failure of the successful Bidder to enter into the contract within the time period specified, the Owner has the right to rescind the award and award the contract to the next lowest, responsible, responsive bidder.

Respectfully submitted:

(SEAL- if bid is by corporation) Name of Company: \_\_\_\_\_

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

Title: \_\_\_\_\_

Address:

Street: 304 Carmel Dr E

P.O. Box: \_\_\_\_\_

City/State/Zip: Mobile, AL 36608

Telephone: 251-591-1271

Certificate of Responsibility Number: 57048

END OF SECTION 012200

## BID BOND

---

**Bond No:** Bid Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

R H Deas Building Co., LLC  
304 Carmel Drive East  
Mobile, AL 36608

**SURETY:**  
*(Name, legal status and principal place of business)*

Hartford Fire Insurance Company  
The Hartford - Bond Claim Department  
One Hartford Plaza, T-4  
Hartford, CT 06155

**OWNER:**  
*(Name, legal status and address)*

City of Fairhope  
161 North Section St.  
Fairhope, AL 36532

**BOND AMOUNT:** 5% Five Percent of Amount Bid

**PROJECT:**  
*(Name, location or address, and Project number, if any)*

Arts Alley Transit Hub - Revitalization for the area around the Public Parking Garage in Downtown Fairhope

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

---

The Company executing this bond vouches that this document conforms to the American Institute of Architects Document A310, 2010 edition

Signed and sealed this 9th day of June, 2022.

R H Deas Building Co., LLC

By: [Signature] (Principal) (Seal)

President  
(Title)

[Signature]  
(Witness)

Hartford Fire Insurance Company

By: [Signature] (Surety) (Seal)

Tyler Tucker  
(Witness) Tyler Tucker

Mark W. Edwards, II, Attorney-in-Fact  
(Title)



# POWER OF ATTORNEY

Direct Inquiries/Claims to:  
**THE HARTFORD**  
 BOND, T-11  
 One Hartford Plaza  
 Hartford, Connecticut 06155  
 Bond.Claims@thehartford.com  
 call: 888-266-3488 or fax: 860-767-8836

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: MCGRIFF INSURANCE SERVICES INC  
 Agency Code: 21-250036

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Christopher C. Gardner of Union MS, R.E. Daniels, Shelby E. Daniels of Pensacola, FL, Robert Read Davis of Atlanta GA, Robert M. Verdin of Metairie, LA, Anna Childress, Mark W. Edwards II, Alisa B. Ferris, Robert R. Freel, Richard H. Mitchell, William M. Smith, Jeffrey M. Wilson of BIRMINGHAM, Alabama

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



*Shelby Wiggins*  
 Shelby Wiggins, Assistant Secretary

*Joelle L. LaPierre*  
 Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA }  
 COUNTY OF SEMINOLE } ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



*Jessica Ciccone*  
 Jessica Ciccone  
 My Commission HH 122280  
 Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 9, 2022  
 Signed and sealed in Lake Mary, Florida.



*Keith D. Dozois*  
 Keith D. Dozois, Assistant Vice President



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

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

[1] That the City of Fairhope has voted to procure an Offsite Data Backup System from Cspire Datacenter to replace the server the City currently uses for the IT Department; the system is on contract through the National Cooperative Purchasing Alliance (NCPA) Contract Number #01-97, and therefore does not have to be let out for bid. The annual cost for product and service not-to-exceed \$39,680.00.

Adopted on this 25th day of July, 2022

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 7/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of an Offsite Data Backup System

Project Location: IT

Presented to City Council: 7/25/2022

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

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

Project Cash Requirement Requested:  
Cost: \$ 39,880.00

Vendor: Cspire

Project Engineer: n/a

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

JUL 19 '22 AM 10:59 JAW

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed XXX   
 Capitalized   
 Inventoried

Funding Source:

Operating Expenses   
 Budgeted Capital   
 Unfunded

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

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

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

Over (Under) budget amount: \$ (15,320.00)

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

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

Comments: \$500 Setup Fee and \$3,265 Per Month

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

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

Purchasing Memo Date: 7/13/2022 Purchasing Memo Date: 7/13/2022 Delivered To Date: 7/14/2022

Request Approved Date: 7/14/2022 Request Approved Date: 7/14/2022 Approved Date: 7/14/2022

Signatures: Aislinn Storie Kim Creech Mayor Sherry Sullivan



## MEMO


Sherry Sullivan  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

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

From:   
Erin Wolfe, Purchasing Manager

Date: July 13, 2022

Re: **Green Sheet and City Council Approval for the Procurement of an Offsite Data Backup System**

The I.T. Director, Jeff Montgomery, is requesting procurement of an offsite data backup system to replace the server the City currently uses.

Cspire Datacenter provides an offsite data backup storage system with 51,200 GB (Gigabytes) of storage and 47 GB of storage for Cloud Connect Backup. The City currently uses a different vendor, but this system will have a faster and more reliable connection since Cspire supplies the City's ISP.

The contract is through NCPA (National Cooperative Purchasing Alliance) contract #01-97 and therefore does not have to be let out to bid. The cost for Backup Service Storage for 51,200 GB is \$2,560.00 per month; Cloud Connect Backup is \$705.00 per month, and a one-time Managed and Cloud Services Setup fee of \$500.00.

### NOTES:

See Attached Vendor Proposal for Details.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of an offsite data server from Cspire for \$500.00 Setup Fee and \$3,265.00 per month, or annual cost of \$39,180.00.**

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

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

CC file, Jeff Montgomery, Clint Steadham





## Order Form and Master Terms & Conditions

BILLING INFORMATION			
<b>Customer Name</b>		<b>Sales Representative</b>	<b>Proposal Reference</b>
City of Fairhope - Police Department		Kathryn Casteel	Q-244983
<b>Billing Address</b>		<b>Tax ID</b>	<b>Contract ID</b>
P.O. Drawer 429		636001254	
<b>City, State</b>	<b>Zip Code</b>	<b>Billing Contact Phone</b>	
Fairhope, AL	36533-0429	2519900115	
<b>Billing Contact Name</b>		<b>Billing Contact E-mail</b>	
Belinda Job		belinda.job@fairhopeal.gov	
<b>Technical Contact</b>		<b>Technical Contact Phone</b>	
Jeff Montgomery		2519900155	
<b>Technical Contact Email</b>		<b>Service Term (Months)</b>	
jeff.montgomery@cofairhope.com		36	

It has been explained to the customer listed above ("Customer", "me" or "I"), and I understand that the prices listed on **Exhibit A** of this order form (this "Order Form") and in all other C Spire Business ("Company") materials DO NOT INCLUDE taxes, franchise fees, and any other mandated regulatory charges. I understand that these charges will be added to my bill and that my bill will be larger than the package price due to these other charges. In ordering service(s) listed on **Exhibit A** (the "Service(s)") on this date, I understand that I may be receiving a special promotional offer and certain installation charges may have been waived. I therefore agree to subscribe to the Service(s) or an upgrade thereof for the Service Term set forth above, commencing on the date any Service is activated. If I do not fulfill the entire Service Term, I agree to pay Company, upon billing, the total monthly Service charges multiplied by the number of months remaining in the Service Term plus, if applicable, up to \$300 for installation charges ("Early Termination Fees"). In the case of the termination of Service(s), I acknowledge that all or part of my deposit, if any, may, in the sole discretion of Company, be applied to any charges owed Company by me. I acknowledge that I have read and agree to be bound by all terms and conditions of service, as they may be amended from time as set forth therein.

C Spire®, C Spire Business™, C Spire Business Solutions®, and C Spire Health™ are trademarks owned by Cellular South, Inc. Cellular South, Inc. and its subsidiaries and affiliates provide products and services under the C Spire®, C Spire Business™, C Spire Business Solutions®, and C Spire Health™ brands. Affiliates and subsidiaries include Telepak Networks, Inc., TekLinks, Inc., Harbor Communications, LLC, Troy Cablevision, Inc., C Spire Health, LLC, Callis Communications, Inc., C Spire Advanced Data Solutions, LLC, and C Spire Governmental Data Solutions, LLC.



This Order Form (i) hereby incorporates by reference the terms and conditions of the Master Terms and Conditions ("MTC"), the Master Service Level Agreement ("MSLA"), and all applicable Service Level Agreements, each of which are located at <https://www.cspire.com/cms/business/resources/agreements-policies/> (ii) applies only to the Services or Products covered by this Order Form and not to Services or Products covered by any other quote, statement of work, or order, and (iii) does not amend or supplement the terms of any other agreement. This Order Form, the MTC, MSLA, Service Agreements(s), and any other written documents attached hereto or incorporated herein are the "Agreement". Capitalized terms not defined herein shall have the respective meanings ascribed to such terms in the MTC. The Company shall be deemed to have accepted this Order Form on execution and delivery by Customer.

**By signing below, I acknowledge that I have read, agree to, and accept the information listed above, below, and incorporated herewith, including the Master Terms and Conditions referenced herein.**

Customer Name:
By:
Print Name:
Title:
Date:

## Exhibit A – Product and Services

Pricing below is based off NCPA Contract #01-97

555 SECTION ST, FAIRHOPE, AL 36532 (City Limits: )						
Item	Description	Service Type	Quantity	Monthly Per Unit	Monthly	Upfront
Backup Service Storage	Cloud Connect Storage	New	51200	\$0.05	\$2,560.00	\$0.00
Cloud Connect Backup	Backup Service, Offsite Copy	New	47	\$15.00	\$705.00	\$0.00
Managed and Cloud Services Setup Fee - NRR	Managed & Cloud Services Fee - Setup	New	1	\$0.00	\$0.00	\$500.00
<b>Location Totals:</b>					\$3,265.00	\$500.00

Summary		
Location	Monthly	Total Upfront
555 SECTION ST, FAIRHOPE, AL 36532	\$3,265.00	\$500.00

All Locations Totals	Total Monthly	Total Upfront
	\$3,265.00	\$500.00



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM

Name: Jeff Montgomery

Date: 07/12/2022

Department: IT

Table with 6 columns: Expenditure Threshold, Distinctions, Quotes Required, Approval, Green Sheet, Resolution. Rows include thresholds like Under \$5,000, \$5,001-\$10,000, etc.

\*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group.

QUOTES

Table with 2 columns: Vendor Name, Vendor Quote. Row 1: Cspire Datacenter, \$ 3265.00 a month/\$500.00 Set up.

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

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase? Offsite Data Backup
2. What is the total cost of the item or service? \$3265.00 a month/\$500.00 Set up
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: [ ] New [ ] Used [x] Replacement [ ] Annual Request
5. Vendor Name (Lowest Quote): Cspire Datacenter
6. Vendor Number: Click or tap here to enter text.

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

BUDGET INFORMATION

- 1. Is it budgeted? [x] Yes [ ] No [ ] Emergency Request
2. If budgeted, what is the budgeted amount? \$55,000.00
3. Budget code: 50300

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

555 S Section Street / Fairhope, Alabama 36532
251.928.8003 (p) / www.FairhopeAL.gov

PUR-004
052622

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

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

[1] That the City of Fairhope has voted to procure a Bush Hog TDC1200 Finishing Mower (Batwing Mower) or equivalent for the Quail Creek Golf Course; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$25,300.00.

Adopted on this 25th day of July, 2022

---

James Reid Conyers, Jr.  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk



City of Fairhope  
Project Funding Request

Issuing Date: 7/11/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of a Bush Hog TDC1200 Finishing Mower

Project Location: Quail Creek Golf Course

Presented to City Council: 7/11/2022

Funding Request Sponsor: Bobby Hall, Quail Creek Golf Pro

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

Project Cash Requirement Requested:  
Cost: \$ 25,300.00

Vendor: John Deere

Project Engineer: n/a

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

JUL 12 '22 4:38 *cow*

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: 001550-50470  
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 20,000.00 Proposed Budget Amendment 7/11/2022  
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 5,300.00

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

Comments:

[Empty box for comments]

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

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

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/11/2022

Purchasing Memo Date: 7/11/2022

Delivered To Date: 7/11/2022

Request Approved Date: 7/11/2022

Request Approved Date: 7/11/2022

Approved Date: 7/11/2022

Signatures: *Aislinn Stone*  
Aislinn Stone

Signatures: *Kim Creech*  
Kim Creech

Signatures: *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: July 11, 2022

Re: **Green Sheet and City Council Approval To Purchase a Mower for Quail Creek Golf Course**

Bobby Hall, Director of Golf, is requesting approval to procure a Bush Hog TDC1200 Finishing Mower, Pull Behind, 12 Foot Width of Cut, 1.5 Inches Height of Cut Range, Rear Discharge from John Deere for Twenty-Five Thousand Three Hundred Dollars (\$25,300.00). This mower is a "batwing" or "finish" mower that can mow at 1 to 1.5 inch height for the golf course.

This mower is on the Sourcewell contract (070821-BHG) and therefore does not have to be let out for bid. This mower will be available within Three (3) weeks for delivery.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve the procurement of the mower for \$25,300.00.**

CC Bobby Hall, Clint Steadham

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

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



**Beard Equipment Company**

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

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

July 11, 2022

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

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

**John Deere Golf Equipment Proposal**

Qty.	Make/Model	Description	Unit List Price	Unit Discount Price
1	Bush Hog TDC1200 Finishing Mower	Pull Behind, 25 HP Minimum Tractor Requirement, 12 Ft. Width of Cut, 1-5 in. Height of Cut Range, Rear Discharge,	\$34,000.00	\$25,300.00

Sourcewell Contract #070821-BHG

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

Note 1: This quotation valid through August 31, 2022.

Note 2: Prices do not include applicable taxes.

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

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





CITY OF FAIRHOPE
PURCHASING DEPARTMENT
REQUEST FORM

Name: Tomm Johnson

Date: 07/11/2022

Department: Golf Course

Table with 6 columns: Expenditure Threshold, Distinctions, Quotes Required, Approval, Green Sheet, Resolution. Rows include categories like 'Under \$5,000', 'Utilities \$5,001-\$10,000', etc.

\*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group.

QUOTES

Table with 2 columns: Vendor Name, Vendor Quote. Row 1: John Deere, \$25,300.00.

Check any applicable boxes: [ ] State Contract [ ] ALDOT [X] Purchasing Group Sourcewell (070821-BHG) [ ] Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

- 1. What item or service do you need to purchase? Bush Hog TDV1200 Finishing Mower
2. What is the total cost of the item or service? \$25,300.00
3. How many do you need? 1
4. Item or Service Is: [X] New [ ] Used [ ] Replacement [ ] Annual Request
5. Vendor Name (Lowest Quote): John Deere
6. Vendor Number: Click or tap here to enter text.
If you do not have a Vendor Number, please go to the City of Fairhope page: http://www.fairhopeal.gov/...

BUDGET INFORMATION

- 1. Is it budgeted? [ ] Yes [X] No [ ] Emergency Request
2. If budgeted, what is the budgeted amount? Click or tap here to enter text.
3. Budget code: Click or tap here to enter text.

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



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

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

[1] That the City of Fairhope has voted to procure VirTra-Virtual Interactive Coursework and Training Academy™ (certified simulator training curriculum) for the Police Department from VirTra as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$68,612.74.

Adopted on this 25th day of July, 2022

---

James Reid Conyers, Jr.,  
Council President

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 7/14/2022

Please return this Routing Sheet to Treasurer by: ASAP *Jaw*

Project Name: Procurement of VirTra-Virtual Interactive Coursework and Training Academy (Interactive Training System)

Project Location: Police Dept

Presented to City Council: 7/25/2022

Funding Request Sponsor: Stephanie Hollinghead, Chief of Police

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

Project Cash Requirement Requested:  
Cost: \$ 68,612.74

Vendor: VirTra

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: 001150-50470  
G/L Acct Name: Purchases Vehicles & Equipment

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

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

Over (Under) budget amount: \$ 68,612.74

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

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

Comments: General Fund Balance

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

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

Purchasing Memo Date: 7/13/2022 Purchasing Memo Date: 7/13/2022 Delivered To Date: 7/14/2022

Request Approved Date: 7/14/2022 Request Approved Date: 7/14/2022 Approved Date: 7/14/2022

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan




## MEMO

Sherry Sullivan  
Mayor

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

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

From:   
Erin Wolfe, Purchasing Manager

Date: July 13, 2022

Lisa A. Hanks, MMC  
City Clerk

Re: **Green Sheet and City Council Approval for Procurement of an Interactive Police Training System for the Police Department**

Kimberly Creech  
Treasurer

The Chief of Police, Stephanie Hollinghead, is requesting procurement of an interactive police training system for the Police Department.

VirTra provides the VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. The purpose of this system is to simulate scenarios and their consequences during screen-based simulation training. The system will provide police officers and other City employees with de-escalation skills, improve their performance techniques, and help develop proper habits that carry into real world situations.

VirTra is the sole source provider of the VirTra-Virtual Interactive Coursework and Training Academy™. The cost for the system, which includes equipment, installation and training, is Sixty-Eight Thousand Six Hundred Twelve Dollars and Seventy-Four Cents (\$68,612.74).

NOTES:

See Attached Vendor Quote, Sole Source letter, and Memo from the Chief of Police for details.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for the VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum for \$68,612.74.**

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

CC file, Stephanie Hollinghead, Clint Steadham

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





# Fairhope Police Department

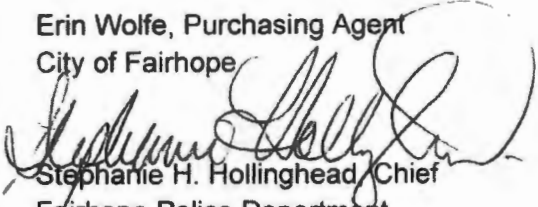
*"On Beautiful Mobile Bay"*

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

**Stephanie H. Hollinghead**  
Chief of Police

DATE: July 6, 2022

TO: Erin Wolfe, Purchasing Agent  
City of Fairhope

FROM:   
Stephanie H. Hollinghead, Chief  
Fairhope Police Department

SUBJECT: VirTra Training Simulator System

Please find attached pricing information from VirTra for the purchase of an interactive coursework and training simulator. This training simulator will be used to simulate consequences during screen-based simulation training. The purpose of this system is to provide police officers and other city employees with de-escalation skills, improve their performance techniques, and to help develop proper habits that carry into real world situations.

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.

SHH/tdh





**CITY OF FAIRHOPE  
PURCHASING DEPARTMENT  
REQUEST FORM**

Name: Stephanie Hollinghead

Date: July 6, 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 <b>NON</b> -Budgeted	Three	Council	Required	Required
\$5,001 – 7,500	Operational Budgeted	Three	Treasurer	N/A	N/A
\$7,501 - \$15,000	Operational Budgeted	Three	Finance/Treasurer/ Mayor	N/A	N/A

**QUOTES**

	Vendor Name	Vendor Quote
1.	Virtra	\$ \$68,612.74
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**

- What item or service do you need to purchase? Interactive Police Training System
- What is the total cost of the item or service? \$68,612.74
- How many do you need? 1 (One)
- Item or Service Is:  New    Used    Replacement    Annual Request
- Vendor Name (Lowest Quote): Virtra
- Vendor Number: 28732  
*If you do not have a Vendor Number, please go to the City of Fairhope page: <http://www.fairhopeal.gov/>  
[www.fairhopeal.gov](http://www.fairhopeal.gov/), Departments, Purchasing, Vendor Registration, and complete the required information.*

**BUDGET INFORMATION**

- Is it budgeted?  Yes    No    Emergency Request
- If budgeted, what is the budgeted amount?
- Budget code: 50470 – Capital Purchases Vehicle and Equipment

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



7970 S Kyrone Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 | PH: 480.968.1488 | FAX: 480.968.1448 | VIRTRA.COM

Account Name	Fairhope Police Department	Created Date	6/14/2022
Contact Name	Damian Rehorn	Quote Number	00006447
Phone	(251) 928-2385	Expiration Date	9/30/2022
Email	damian.rehorn@fairhopeal.gov		
Ship To Name	Fairhope Police Department	Prepared By	Tom Cameron
		Phone	(480) 968-1488
		Email	tcameron@virtra.com

Notes: Please let me know if you are tax-exempt. Note there are no taxes built into this quote.

Product Code	Product	Product Description	Sales Price	Quantity	Discount	Total Price
V-VICTA-01	VirTra Virtual Interactive Coursework and Training Academy™	VirTra-Virtual Interactive Coursework and Training Academy™ certified simulator training curriculum. V-VICTA™ is a progressive science based approach to the use of simulation as a training system. Program materials include teacher lesson plans, student outline, presentation material, pre-tests, post-tests, course evaluation and all interactive video learning material in conjunction with the simulator for each available course. Virtual Instructor scenarios teach, train, test and sustain methodology to ensure participants dynamically absorb information to facilitate long term transfer of critical psycho-motor skills. Available exclusively to all VirTra simulation systems under a current Service or Subscription plan.	\$0.00	1.00		\$0.00
V-100LE-1	VirTra 100 LE (w/ 1 year warranty)	Includes projector, shot tracking equipment, low light kit, scenario authoring software, collapsible screen, laptop computer and a hard case for easy transport. One year warranty and support services included.	\$18,183.77	1.00	10.00%	\$16,365.39
V-100-INSTL	VirTra 100 Installation/Training	VirTra Installation and Training for one (1) V-100 System. Includes all travel and expenses in the CONUS.	\$3,031.60	1.00		\$3,031.60
SP-V100-A	Service Plan - V-100® - Annual	Additional year annual service agreement to include telephone support, remote assistance, labor, parts, emergency travel, software updates, and overnight shipping.	\$5,205.00	1.00		\$5,205.00
V-AUTHOR-TRNG	VirTra V-Author® Training	Two Day (16 hours) VirTra Training for one (1) V-Author® Software and hardware package (VATU-ASU-VA.) Includes all travel and expenses in the CONUS. For client retention of training, VirTra suggests training occur at least 3 weeks after relevant VirTra simulator installation and training.	\$3,816.00	1.00		\$3,816.00
VATU-ASU-VA	VirTra V-Author™	VirTra V-Author™ software and desktop computer. Create and edit custom scenario content using included or site specific panoramic photographs and included assets. Includes standard asset and background package. Additional hardware required. Additional V-Author Training (V-AUHTOR-TRNG) required on Capital Purchase Contracts. For use with V-180 and V-300 systems.	\$13,409.00	1.00	10.00%	\$12,068.10



7970 S Kyrene Road, Tempe, AZ 85284 USA | TOLL FREE: 800.455.8746 PH. 480.968.1488 FAX: 480.968.1442 | VIRTRA.COM

V-G17-RK-G5	VirTra Tetherless-Glock 17 Gen 5	Micro-switch activated tetherless handgun recoil kit for the Glock 17 Gen 5. Includes one Standard Magazine (All recoil kits convert real firearms which must be supplied by the customer).	\$4,844.73	2.00	10.00%	\$8,720.51
VTRK-G17-SM	VirTra Tetherless-Glock 17- Standard Magazine	Additional Standard magazine for use with the VTRK-G17 recoil kits.	\$642.47	2.00		\$1,284.94
V-G17-SM-AP	VirTra Tetherless-Glock 17-Adapter Plate	Adapter plate for the VTRK-G17-SM (Requires VirTra refill station).	\$509.54	1.00		\$509.54
V-M4-RK	VirTra Engineered Tetherless M4 Kit	VirTra engineered tetherless rifle recoil kit for AR15, M4 and M16. Includes internal laser and one double sealed standard magazine (V-M4-SM). Includes one micro USB charger. (All recoil kits convert real firearms which must be supplied by the customer)	\$5,280.81	1.00	10.00%	\$4,752.73
V-M4-SM	VirTra Tetherless-Standard M4 Magazine	VirTra engineered, refillable, double seal, standard magazine. One refill station (VWSA-RFS) and one adapter plate (V-M4-SM/ASM-AP) required for CO2 refill. M16, AR-15, M4, 30 Rd.	\$980.50	2.00		\$1,961.00
V-M4-SM/ASM-AP	VirTra M4 SM and ASM Adapter Plate	Adapter plate for the V-M4-SM and V-M4-ASM (Requires VirTra refill station).	\$509.54	1.00		\$509.54
VNLW-TAS-X26/P	X26P TASER® Simulation Cartridge	TASER® X26 simulation cartridge. Fits both X26 and X26P live TASER® handles. (X26/P handles supplied by customer.)	\$1,704.69	1.00		\$1,704.69
V-TF	V-Threat-Fire	VirTra's patented V-Threat-Fire™ return-fire-simulator device. Attaches via integrated belt clip to deliver a safe and adjustable electrical impulse to trainee. Enhances realism and simulates physical threats during VirTra Training. No eye protection required. Requires wireless station, included. Requires VOS 5.0.36 or higher to integrate.	\$3,831.90	1.00		\$3,831.90
VWSA-RFS	Refill Station	Table-top refill station for all refillable magazines. Includes automatic push button activation and one CO2 tank which must ship empty.	\$4,668.66	1.00	10.00%	\$4,201.79
Subtotal						\$73,085.91
Discount						7.01%
Total Price						\$67,962.74
S&H						\$650.00
Grand Total						\$68,612.74

**Sales Terms and Conditions for Direct Sales to End Users/Buyer  
Effective as of August 13, 2020 (supersedes all prior versions)**

**Definitions:** The following capitalized words shall mean: "End Users/Buyer" means the organization or person who buys Seller's Goods and Services. "Goods and Services" means the articles, products, accessories and services to be supplied to Buyer by Seller. "Technology and Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how, software, firmware, hardware, systems, components, or assemblies. "Seller" means VirTra, Inc., located at 7970 S Kyrene Rd., Tempe, AZ 85284.

**These Sales Terms and Conditions for Direct Sales to End Users/Buyers ("T&C") apply to Buyer's purchase of all Goods and Services purchased directly from Seller. Goods and Services sold by Seller are expressly subject to and conditioned upon the T&C set forth herein. By accepting delivery of the Goods and Services, Buyer accepts and is**





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bound to these T&C. Any different or additional terms set forth by, whether in Buyer's purchase order or another communication, are expressly rejected and will not be binding on Seller unless agreed to in writing by an authorized officer of Seller.

**All Sales Final.** All sales are final and no returns, refunds or exchanges of the Goods and Services are allowed, except as provided by state or federal law, and, to the returns, refunds or exchanges are required by law, must be preapproved by Seller using their Return Merchandise Authorization (RMA) form.

**Restocking Fees.** In Seller's sole discretion, all returns, refunds or exchanges may be charged a restocking fee of up to 15% of the purchase price paid, plus any applicable shipping and sales tax, unless the returned product is defective, or the return is a direct result of Seller's error.

**Payment Terms.** Terms of payment are within Seller's sole discretion and, unless otherwise agreed to by Seller in writing, 50% deposit payment must be received prior to Seller's acceptance of an order with the 50% balance due upon shipping. Payment for Goods and Services will be made in United States currency (\$US Dollar) by a preapproved payment method. Credit payment terms must be preapproved by Seller's Finance Department and if approved, invoices are due and payable within the time period noted on invoices, measured from the date of the invoice. Seller may at its sole discretion invoice parts of an order separately. Seller may suspend or cancel Buyer's order for any failure to comply with agreed upon payment terms. Seller is not responsible for pricing, typographical, or other errors in any offer by Seller and reserves the right to cancel any orders resulting from such errors.

**Late Payments.** Interest and late payment fees may be calculated from the day after the payment's stated due date through the date payment is received in full, at the maximum legal allowable interest rate in effect on the applicable dates.

**Taxes.** Sales tax, end user tax, pass-through tax, value-added tax (VAT), transaction privilege tax, consumption tax, customs tax and/or duties are the sole responsibility of Buyer, and Buyer agrees to reimburse Seller for all applicable taxes that Seller is required to collect, regardless of the tax amount being excluded from Seller's quotes or Buyer's Purchase Orders.

**Tax Exemption.** If Buyer requests tax exempt status then Buyer must provide Seller with a correct, valid and signed tax exemption certificate applicable to the specific Goods and Services purchased, relevant to the end use location, prior to Seller invoicing. If an invalid tax exemption certificate is received or no tax exemption certificate is received, it will be the responsibility of Buyer to pay all required taxes. Additionally, it will be Buyer's responsibility to obtain any tax refunds permitted if Seller has collected and remitted taxes to a taxing authority.

**Shipping; Title; Risk of Loss.** Shipping and handling cost will be added to all invoices unless otherwise expressly indicated and agreed to in writing at the time of sale. Seller reserves the right to make partial shipments unless specifically stated otherwise on Buyer's signed Pro Forma Invoice or purchase order and such shipping terms are pre-approved by Seller in writing. Products may ship from multiple locations following the rules of the International Commercial Terms (Incoterms) as published by the International Chamber of Commerce (ICC). Title and risk of loss passes from Seller to Buyer FOB Origin domestic or Free Carrier (FCA) international upon Seller's delivery to the named place of delivery, cleared for export, as mutually agreed by both buyer and seller. Once seller is deemed to have delivered goods to the named place of delivery, the buyer is responsible for both unloading the goods and loading them onto their own carrier. Any loss or damage that occurs after seller's delivery is Buyer's responsibility. Buyer must promptly file claims for damaged items with the freight carrier. Shipping dates are estimates only.

**Excusable Delays.** Seller will use commercially reasonable efforts to deliver all products ordered as agreed or as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond the reasonable control of Seller, including but not limited to force majeure, fire, labor disturbances, riots, accidents, or inability to obtain necessary materials or components, Seller has the right, in its sole discretion and upon oral or written notice to Buyer, to delay or terminate the delivery.

**Not For Resale or Export.** Buyer represents and warrants that they are buying Seller's products for the specified end user, and Buyer will not resale or export Seller's products to a country other than the country listed as the Buyer's shipping destination. The shipment of certain Seller products outside of the United States of America (USA) is restricted by US federal law and neither Seller's products nor the technology can be exported out of the US without Seller's prior written approval. In addition, certain Seller Products require a validated export/import license (DSP 5, 61, or 73) prior to shipment to certain countries. If required, Buyer agrees to submit the required paperwork to Seller to process an application to obtain the required import/export license(s) from the US State Department. Seller cannot guarantee US State Department approval and has the right to cancel any item(s) not approved for import/export by the US State Department.

**Regulations and Restrictions.** Buyer agree to comply with all applicable laws, codes and license requirements, and controls of the United States and other applicable jurisdictions in connection with the use of Seller products including Buyer's acceptance of responsibility for the payment of any relevant taxes or duties. Buyer is responsible for understanding and verifying all local laws, regulations, restrictions and building code requirements for the purchase, delivery, receipt, storage, installation and use of Seller's Goods and Services. Seller may suspend or cancel Buyer's order, at Seller's sole discretion, for violation of regulations and restrictions.

**Technology and Intellectual Property Rights.** Buyer agrees that Seller claims, and has claim to, various proprietary rights of its Goods and Services, and Buyer agrees to take reasonably necessary steps to ensure that Seller's rights will not directly or indirectly be violated, which would cause irreparable harm to Seller. Except for the license to use the Goods and Services, the sale of Goods and Services will not confer upon Buyer any license, express or implied, under any patents, trademarks, trade names, or other proprietary rights owned or controlled by Seller, its subsidiaries, affiliates, or suppliers; it being specifically understood and agreed that all the rights are reserved to Seller, its subsidiaries, affiliates, or suppliers. Buyer may not obscure, remove, or alter any copyright, trademark, service mark or other proprietary notices or legends on the products.

**Design Changes.** Seller reserves the right to make changes in design of any of its products without incurring any obligation to notify Buyer or to make the same change to products previously purchased by Buyer.

**Severable Provisions.** If any provision of these T&C is found to be invalid or unenforceable by a court of competent jurisdiction, then the remainder will remain in full force and effect and any invalid provision(s) will be modified or partially enforced by the court to the maximum extent permitted by law to effectuate the purpose of this agreement.

**Limitation of Liability.** Seller shall not be liable for any or all loss or damage suffered by Buyer in excess of the contract price.





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Nothing contained in these T&C shall be construed so as to limit or exclude the liability as a result of Seller's gross negligence or that gross negligence of its employees or agents.

**Relationship of Parties.** Nothing contained in these T&C shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these T&C shall be deemed to construe either of the parties as the agent of the other.

**Assignment and Sub-Contracting.** The contract between Buyer and Seller for the Goods and Services shall not be assigned or transferred, nor the performance of any obligation sub-contracted, without the prior written consent of both Buyer and Seller.

**Entire Agreement.** These T&C, along with the any product warranty, license and service agreement(s) provided, constitute the entire agreement between the parties. These Sales T&C supersede and replace any prior agreement or understanding between the parties, including any oral representations concerning the subject matter of this agreement. Any prior or extrinsic representations or agreements, with the exception of the product warranty, if provided and any service and license agreement(s), are intended to be discharged or nullified.

**Governing Law; Jurisdiction and Venue.** The laws of the State of Arizona, USA govern this transaction and agreement, without regard to conflicts of law. Any litigation regarding the interpretation or enforcement of these T&C shall be resolved in the State of Arizona and the courts of Arizona shall have exclusive jurisdiction over such litigation and the parties agree to such exclusive jurisdiction. The parties expressly reject any application of the United Nations Convention on Contracts for the International Sale of Goods ("CISG") to these T&C and the associated transactions.

**Exclusions and Limitations; Release.** To the extent permitted by law, Seller's warranty and the remedies set forth in that warranty are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied, as permitted by applicable law. Seller specifically disclaims any and all statutory or implied warranties, including without limitation, warranties of merchantability, design, fitness for a particular purpose, arising from a course of dealing, usage or trade practice, warranties against hidden or latent defects, and warranties against patent infringement. If Seller cannot lawfully disclaim statutory or implied warranties than to the extent permitted by law, all such warranties are limited to the duration of the express warranty described above and limited to the other provisions contained in the warranty document. The remedies provided for in the warranty are expressly in lieu of any other liability Seller may have. Seller's cumulative liability to any party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Seller product will not exceed the purchase price paid to Seller by Buyer for the product, notwithstanding third-party purchases. In no event will Seller be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory, even if Seller has been advised of the possibility of those damages or if those damages could have been reasonably foreseen, and notwithstanding any failure of essential purpose of any exclusive remedy provided in the warranty. Some local laws do not allow for the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to Buyer. Seller disclaims any representation that it will be able to repair any product under warranty or make a product exchange without risk to or loss of programs or data. Buyer agrees to release and save Seller harmless from any and all liability arising out of use or misuse of Seller product, including any claims for damages and personal injuries. Buyer agrees to assume all risks of loss and all liability for any damages and personal injury which may result from use or misuse of Seller product. Seller is not liable for any claims made by a third party or by Buyer for or on behalf of a third party.

To accept this quote as a purchase order, please sign and return to VirTra rep

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

**-SELECT PAYMENT METHOD-**

\_\_\_\_\_ Credit Card; include contact information only  
(subject to limits)

\_\_\_\_\_ Purchase Order:

\_\_\_\_\_ Check:

\_\_\_\_\_ Other (please specify):



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July, 7<sup>th</sup> 2020

For the purposes of creating a sole source justification for VirTra Inc's line of simulators, specifically the VirTra V-300-LE: the following details regarding interconnected and specific applications should be considered:

VirTra has been developing and producing a proprietary simulation system and software using multiple screens and real video for small arms and use of force training since 2001. Based upon our research, VirTra is the only manufacturer of firearms simulation equipment and proprietary software to incorporate real and interactive video seamlessly displayed and fully interactive across all screens at the same time. Video based characters and laser tracking equipment can be engaged and detected on each of the screens of the simulator at the same time or in series of events that trigger others to occur on different screens.

In addition, VirTra invented the **Threat-Fire™** Device and is the only manufacturer of this equipment throughout the world. VirTra has been awarded a **US Patents (#8,016,594, #8,267,691)** for the Threat-Fire device and is the only simulator company that can produce or sell any device using electronic impulses to simulate consequences during screen-based simulation training. The Threat Fire device can be added to any and all VirTra simulators after the initial purchase and at a later date.

VirTra has been awarded **US Patent #10,438,503**, which relates to VirTra's TASER® cartridge kits. VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies. The patent covers VirTra's proprietary method of reliably triggering the training device based on the unique acoustic sound produced by a TASER Conducted Energy Weapon's (CEW) electrical arc. This innovation allows trainees to deploy the cartridges from a real TASER CEW during simulation training and avoid high-voltage feedback. It also allows trainees to practice with a TASER CEW's "ARC" and/or "Re-ARC" functions, which increases the realism of each training session. By using a live CEW while training in VirTra's simulators, trainees are able to improve their technique and develop proper habits that carry into real world situations. The patent applies to both legacy units and the latest multi-cartridge systems used for the TASER X2 and TASER 7 weapons.

"TASER CEWs have been classified as 'less-lethal' devices, and as such, require the same type of high quality, judgmental use-of-force simulation training as lethal devices like firearms," said Lon Bartel Director of Training and Curriculum at VirTra. "By combining live TASER CEW and VirTra training cartridges with VirTra's simulators and library of content, trainees have an opportunity to develop critical decision-making skills when under stress as well as further develop safe weapon handling by practicing the removal and replacement of cartridges during simulations that escalate."

VirTra has been awarded **US Patent #10,436,539**, which relates to mechanical malfunction of real firearms used in simulation training. VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism. This patent addresses the growing need to safely, affordably, and accurately reproduce the intricacies of real firearms for training purposes. Patent 10,436,539 expands VirTra's growing library of intellectual property related to affordably converting real firearms (whether pistol or rifle) into suitable training tools that can be used in realistic simulation training without the expense or hassle of modifying the original firearm.

VirTra has created a proprietary software package called **V-Author™**. The V-Author software allows for the creation of unique training content that can only be used on the VirTra line of simulation equipment. The V-Author software is the only known software allowing for the creation and display of real video-based assets on multiple, seamless screens where all are interactive. V-Author software and scenarios can be added to any and all VirTra simulators after the initial purchase and at a later date as requested by the customer.

VirTra's – Virtual Interactive Coursework Training Academy™ (**V-VICTA**)- delivers a program specifically for law enforcement departments that are designed to Teach, Train, Test and Sustain from an all-in-one solution. This program provides a nationally recognized certified curriculum and interactive virtual coursework that was developed exclusively with nationally recognized partnerships. Combined with VirTra's simulators, V-VICTA provides law enforcement departments all the necessary tools to instill proper training and knowledge transfer to its students that is not available anywhere else.

For over 25 years, VirTra has been an interactive partner for de-escalation, active shooter, judgmental use of force, situational awareness and firearms training for law enforcement, military, and educational markets. With V-VICTA™, we've developed an easy turn-key training program to provide and support law enforcement training programs in an efficient and cost-effective manner.

VirTra has ensured the integration of what the leading science discovers about Simulation and adult learning is woven into all of our material to help maximize the effects of training time and increase abilities learned in the scenarios. Please contact us for information about how to integrate V-VICTA into your department's training environment.

As of the date of this letter, VirTra's V-VICTA includes the following nationally certified courses with the V-300-LE product:

*Contact & Cover Concepts: 18119-1807*

*Human Factors in Force Encounters: 18120-1808*

*Injured Officer Handgun Manipulation: 18122-1808*

*Tourniquet Application under Threat: 18123-1809*

*Taser Targeting: 18126-1809*

*High Risk Vehicle Stop: Communication to Custody: 18171-1901*

*Active Threat/Active Killer (ATAK): Basic Principles-(Module 1): 19216 – 1910*

*Weapon Transitions: 20228-2003*

*Tourniquet Application Under Threat II: 20227-2002*

The Advanced Training Certification Course (ATCC) course includes the following accreditation:

*Simulation Science: Foundations of Simulated Event Module 1: 19172-1901*

*Gap Analysis and Troubleshooting: 19175-1904*

*Fundamentals of V-Marksmanship: 19176-1907*

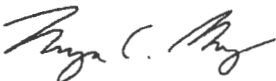
*VirTra Advanced V-Marksmanship: 19185-1906*

In summary:

- VirTra Simulators have the exclusive ability to simulate return fire and consequences, with our patented **Threat-Fire™** device, delivering electrical impulses to the trainee.
- VirTra is the only company in the United States that can produce or sell a specially triggered training cartridge for the TASER line of products by Axon, the global leader in connected public safety technologies.
- VirTra is the only company in the United States that can produce or sell a specially designed kit that affordably converts a live firearm into a safe and reliable training tool that can simulate mechanical malfunction and therefore increase realism
- VirTra Simulators seamlessly display real and completely interactive video across all multiple and interconnected screens.
- VirTra Simulators use an automatic 'table top' refill station with a liquid compression **pump** to recharge the liquid CO2 propellant used in the tether-less recoil systems. The refill station uses Adapter Plates custom made to fit specific magazines.
- The VirTra **V-Author™** scenario software can only be used on VirTra Simulators.
- The VirTra **V-VICTA™** coursework offers over 60 hours of nationally approved and certified training curriculum.
- VirTra Inc. is the only manufacturer of simulation equipment that offers an *Upgrade Path*.

VirTra is the only responsive and responsible source for the above-mentioned equipment and capabilities as they relate to incorporation with the VirTra V-300-LE equipment. This statement is supported by market research and exclusively fulfills the needs of the purchaser. VirTra Systems is the only manufacturer and directly offers the patented **Threat-Fire™**, the patented VirTra TASER® cartridge kits and mechanical malfunction kit for use in real firearms, **V-Author™** scenario software, **V-VICTA™** coursework and other products referenced in herein.

Ryan Bray



Director of US Sales

**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 an Altec Truck Model LR860-E70 with an Overcenter Articulating Aerial Device (Insulated) for the Electric Department; and the truck is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$218,057.00.

ADOPTED ON THIS 25TH DAY OF JULY, 2022

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

ATTEST:

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



City of Fairhope  
Project Funding Request

JUL 20 '22 PM 12:02

Issuing Date: 7/20/2022

Please return this Routing Sheet to the office of: ASAP

Project Name: Procure one (1) Altec LR860-E70 with an Overcenter Articulating Aerial Device

Project Location: Electric Dept

Presented to City Council: 7/25/2022

Funding Request Sponsor: Conrad Havranek, Electric Superintendent

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

Project Cash Requirement Requested:  
Cost: \$ 218,057.00

Vendor: Altec

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

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

Funding Source:

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

Expense Code: 003-50470  
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 218,057.00 Draft FY2023 Budget  
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ -

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

Comments:

Electric Dept purchased a bucket truck approved by council that will not be delivered until FY23. Electric Dept is requesting a portion of the FY22 budget for the bucket truck be used to purchase this truck, since it is guaranteed delivery is within FY22.

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

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

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/20/2022

Purchasing Memo Date: 7/20/2022

Delivered To Date: 07/20/2022

Request Approved Date: 07/20/2022

Request Approved Date: 07/20/2022

Approved Date: 07/20/2022

Signatures: Aislinn Stone

Signatures: Kim Creech

Signatures: Mayor Sherry Sullivan



## MEMO

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

Sherry Sullivan  
Mayor

From: Erin Wolfe, Purchasing Manager

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

Date: July 20, 2022

Lisa A. Hanks, MMC  
City Clerk

Re: **Green Sheet and City Council Approval for Procurement of an Altec Truck with an Overcenter Articulating Aerial Device**

Kimberly Creech  
Treasurer

Conrad Havranek, the Superintendent of the Electric Department, is requesting approval to procure an Altec truck model LR860-E70 with an Overcenter Articulating Aerial Device (Insulated). The basic model cost is \$201,499.00. The following accessories would be added: Boltron Upperboom Protective Cover \$786.00 and Perimeter Lighting \$3,389.00. The following maintenance plans and warranties would be added: Pre-Paid Maintenance Annual Chassis DOT 5 Year Contract \$724.00; Pre-Paid Maintenance Annual Dielectric Test 5 Year Contract \$1,286.00; Extended Warranty for Travel, Labor, Material and Expense to the End of the 5<sup>th</sup> Year \$6,063.00; Extended Warranty Chassis 5 Year/150,000 Miles \$1,625.00; Extended Warranty Chassis Engine 5 Years/150,000 Miles \$950.00; Extended Warranty Transmission 5 Years/150,000 Miles \$520.00). The cost for delivery is \$1,215.00.

This truck is available on the Sourcwell Contract #110421-ALT and therefore does not have to be let out to bid. The total cost will be Two Hundred Eighteen Thousand Fifty-Seven Dollars (\$218,057.00). The City Council approved budget funding for this truck in the FY 2023 budget.

The Electric Department has placed an order for one (1) 2022 ALTEC Model AM55 Bucket Truck. The truck purchase was approved by the City Council on April 12, 2021 for \$282,627.00 through the Sourcwell contract. Due to supply chain shortages, this truck will not be delivered until Fiscal Year 2023. The Electric Department is requesting that a portion of the FY2022 budgeted funding for the first truck be transferred to purchase this truck, since it is guaranteed to deliver within FY 2022. And that the FY2023 budgeted funds for this truck be transferred to purchase the bucket truck (ordered in April 2022) when it is delivered in FY2023.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this funding move and the purchase of this Altec truck model LR860-E70 for \$218,057.00.**

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

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

CC file, Conrad Havranek, Clint Steadham



Quote Number: 1141202  
 Opportunity Number: 1673360  
 Sourcewell Contract #: 012418-ALT  
 Date: 7/20/2022

Quoted for: City of Fairhope  
 Customer Contact:  
 Phone: / Email:

Quoted by: Brian Chen  
 Phone: / Email:  
 Altec Account Manager: Jason Janoulls

REFERENCE ALTEC MODEL		Sourcewell Price
LR860-E70	Overcenter Articulating Aerial Device (Insulated)	\$201,499

(A.) SOURCEWELL OPTIONS ON CONTRACT (Unit)

1		
2		
3		
4		

(A1.) SOURCEWELL OPTIONS ON CONTRACT (General)

1		
2		
3		
4		
5		
6		
7		
8		
<b>SOURCEWELL OPTIONS TOTAL:</b>		<b>\$201,499</b>

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT	Boltron Upperboom protective Cover	\$786
2	UNIT & HYDRAULIC ACC		\$0
3	BODY		\$0
4	BODY & CHASSIS ACC		\$0
5	ELECTRICAL	Perimeter Lighting	\$3,389
6	FINISHING		\$0
7	CHASSIS		\$0
8	OTHER		\$0
<b>OPEN MARKET OPTIONS TOTAL:</b>			<b>\$4,175</b>

**SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$205,674**  
**Delivery to Customer: \$1,215**

**TOTAL FOR UNIT/BODY/CHASSIS: \$206,889**

(C.) ADDITIONAL ITEMS (items are not included in total above)

1	Chassis DOT	Pre-paid Maintenance; Annual Chassis DOT ; 5 Year Contract; All Non-Specialty Chassis Types	\$724
2	Dielectric Test	Pre-paid Maintenance; Annual Dielectric Test ; 5 Year Contract; Cat B/C Boom, Liner, and ISO-Grip (if applicable)	\$1,286
3	Unit Maintenance	Pre-paid Maintenance; Annual Only PM; 5 Year Contract; Extra Large Aerial Units and Elevators 65' - 99'	\$5,835
4	Extended Warranty	Extended Warranty For Travel, Labor, Material And Expense To End of 5th Year (Day 91-1825). LR, LR-Elevators, TA Over 50FT and TA-Elevators	\$6,063
5	Chassis Warranty	Ext Warr, Chassis, 5 Years/150k Miles, Freightliner (M2-106)	\$1,625
6	Engine Warranty	Ext Warr, Chassis Engine, 5 Years/150k Miles, Cummins ISB Engine, Freightliner	\$950
7	Transmission Warranty	Ext Warr, Transmission, 5 Years/Unlimited Miles, Allison, Freightliner	\$520

\*\*Pricing valid for 45 days\*\*

**NOTES**

**PAINT COLOR:** White to match chassis, unless otherwise specified

**WARRANTY:** Standard Altec Warranty for Aerials and Derricks - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer.

**TO ORDER:** To order, please contact the Altec Account Manager listed above.

**CHASSIS:** Per Altec Commercial Standard

**DELIVERY:** No later than 62 weeks ARO, FOB Customer Location

**TERMS:** Net 30 days

**BEST VALUE:** Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Gov't Sales Manager, In-Service Training with Every Order.

**TRADE-IN:** Please ask your Altec Account Manager for more information

**BUILD LOCATION:** Creedmoor





March 21, 2022  
Our 93rd Year

**Ship To:**  
CITY OF FAIRHOPE  
4004 CREEK RIDGE RD  
GUNTERSVILLE, AL 35976  
US

**Bill To:**  
CITY OF FAIRHOPE  
PO BOX 429  
FAIRHOPE, AL 36532-0000  
United States

Attn:  
Phone:  
Email:

**Altec Quotation Number:** 1141202 - 1  
**Account Manager:** Jason T Janoulis  
**Technical Sales Rep:** Brian Chen

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<u>Unit</u>		
1.	ALTEC Model LR8-60E70 Articulating Overcenter Aerial Device with an insulating lower boom, insulating upper boom and the Altec ISO-Grip insulating system at the boom tip. For installation behind the cab to include the following features:  <ul style="list-style-type: none"> <li>A. Ground to Bottom of Platform Height: 70.3 feet (21.4 meters).</li> <li>B. Working Height: 75.3 feet (23.0 meters).</li> <li>C. Maximum reach to edge of platform with Upper Boom Non- overcenter (working position): 44.8 feet (13.6 meters) at platform height of 38.7 feet (11.8 meters)</li> <li>D. Maximum reach to edge of platform with Upper Boom Overcenter: 48.4 feet (14.8 meters) at platform height of 19.8 feet (6.0 meters).</li> <li>E. Continuous Rotation.</li> <li>F. Lower Boom: Articulation is from 0 to 125 degrees. Insulator provides 15 inches of isolation in the lower boom.</li> <li>G. Insulating Upper Boom: Articulation is from 0 to 270 degrees. The round filament wound fiberglass section provides a minimum of 19 feet (5.79 meters) of isolation.</li> <li>H. Chain and Rod Leveling: Platform automatically maintains level during boom articulation by means of a high strength chain and fiberglass rods in the booms to maintain dielectric integrity. Lifetime system requires no major preventative maintenance. Platform level adjustment is easily accessible from external location on lower pivot.</li> <li>I. Altec Patented walking link system features uniform speed, smooth and continuous articulation and low maintenance operation.</li> <li>J. Maintenance Free Elbow: nitrided to prevent rust, increase hardness and eliminates the need for grease at the elbow.</li> <li>K. Side-by-Side Boom Stow offers low travel height and easy platform access.</li> <li>L. The INSULATING UPPER CONTROL SYSTEM includes a single handle controller incorporating high electrical resistance components that are dielectrically tested to 40 kV AC with no more than 400 microamperes of leakage. The control handle is green in color to differentiate it from other non-tested controllers.</li> <li>M. The INSULATING SECONDARY CONTROL SYSTEM includes control handles incorporating high electrical resistance components that are dielectrically tested to</li> </ul>	1	



<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	40 kV AC with no more than 400 microamperes of leakage. These control handles are green in color to differentiate it from other non-tested controllers.		
N.	Platform capacity: 400 lbs. (181 kilograms) standard.		
O.	Small Boom Tip Profile.		
P.	Hydraulic system: Open center (full pressure), maximum flow of 6.0 to 6.5 gpm (22.7 to 24.6 lpm), maximum operating pressure of 3,000 psi.		
Q.	Diagnostic pressure test port is located at the lower control station to allow a technician to quickly and easily attach a test gauge to verify system and tool circuit pressure.		
R.	Unit is painted with a powder coat paint process which provides a finish-painted surface that is highly resistant to chipping, scratching, abrasion and corrosion. Paint is electrostatically applied to the inside as well as outside of fabricated parts then high temperature cured prior to assembly ensuring maximum coverage and protection.		
S.	Unit meets or exceeds ANSI 92.2 standards.		
2.	Manual Upper Boom Stow Securing System with support cradle and tie down strap.	1	
3.	Elevator Pedestal	1	
4.	Single, One (1) Man, Fiberglass Platform; fixed side mounted. 24 x 24 x 39 inches.	1	
	Altec Patented ISO-Grip Insulating, Proportional Speed, Upper Control Handle - with safety interlock and interlock guard. Located on the side of the platform nearest the upper boom, mounted on the shaft. Forward/back operates lower boom down/up, tiller operates rotation CW/CCW, and up/down operates upper boom up/down.		
5.	One (1) Platform Step - located on the side of the platform nearest the elbow in the stowed position	1	
6.	Platform Cover - Soft vinyl 24 x 24 inch (610 x 610 mm)	1	
7.	Platform Liner, 24 x 24 x 39 inches (610 x 610 x 991 mm), 50 kV Rating	1	
8.	Hydraulic Tool Circuit at Platform: Two (2) sets of tool couplers for open center tools, one (1) set located on each side of the platform.	1	
9.	Tool Circuit System Relief Pressure to be set to 2250 PSI	1	
10.	Secondary Stowage System: 12 VDC powered motor and pump assembly for temporary operation of the unit in a situation wherein the primary hydraulic source fails. Electric motor is powered by the chassis battery. Control is operated with an air plunger at the platform and a momentary switch located at the lower controls and the outrigger controls. This feature allows the operator to completely stow the booms, platform, and outriggers.	1	
11.	Slip Ring: Required for engine start/stop, secondary stowage system, and throttle control options	1	
12.	Primary A-Frame Outriggers with 5-degree swivel shoe. For installation on a 36 to 40 inch chassis frame height.	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
	<ul style="list-style-type: none"> <li>A. Maximum Spread: 140 inches to the outer edge of shoes</li> <li>B. Ground Penetration: 7 to 11 inches depending on chassis frame height</li> <li>C. Outrigger/Unit Selector Valve: reduces the potential for inadvertent outrigger movement during machine operation if outrigger controls are bumped</li> <li>D. Outrigger Control Valves: located on the outrigger legs</li> <li>E. Outrigger Interlocks: will not allow the unit to be operated until the outriggers have been at least partially deployed</li> <li>F. Outrigger Motion Alarms</li> </ul>		
13.	Hydraulic Outrigger Control Valves	1	
14.	Insulating Aerial Device, ANSI Category C, 46kV and Below	1	
15.	Bolt On Grab Handle for Turntable	1	
16.	Altec Unit Powder Painted White	1	
17.	Additional Sold Stock And Global Option	1	
	Boltron Upperboom protective cover		

**Unit & Hydraulic Acc.**

18.	Hydraulic Reservoir, 30 Gallon, Rectangular	1	
19.	Sight Gauge for Hydraulic Reservoir, Reservoir Mounted	1	
20.	HVI-22 Hydraulic Oil (Standard).	35	
21.	Standard Pump For PTO	1	
22.	Hot shift PTO for automatic transmission	1	
23.	Standard Altec PTO/Machine Functionality: PTO won't engage until parking brake is set.-Once parking (holding) brake is set, PTO and machine functions are enabled.-If parking (holding) brake is disengaged, both PTO and machine functions are disabled.	1	
24.	Standard PTO/Transmission Functionality for Automatic Transmissions -If chassis is in gear, and PTO switch is activated, PTO will not engage. Chassis will remain in gear. Once the chassis is shifted back into gear the PTO will disengage. For some truck configurations the PTO switch must be turned off to allow the transmission to shift into gear.	1	

**Body**

<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
25.	<p>Altec Chip Dump Body 14.5 cubic yard capacity, 96 inches wide x 60 inches high x 132 inches long (2438 x 1524 x 3353 mm) with ladder box on curb side of body and single piece tailgate</p> <ul style="list-style-type: none"> <li>A. Structural Channel stringers and floor channel.</li> <li>B. 12 gauge minimum floor plate.</li> <li>C. 14 gauge minimum sides and front with full length die-formed reinforcing ribs.</li> <li>D. 14 gauge roof.</li> <li>E. Rear top and sides of body reinforced for lower boom support.</li> <li>F. 26-1/2 inches (673 mm) high tailgate, hinged curb side with provision to hold open for dumping.</li> <li>G. 12 gauge minimum rear under body skirt panel.</li> <li>H. Class "C" Hydraulic hoist, installed, with 45 degree dump angle and body prop.</li> <li>I. LED lighting package, rubber grommet-mounted, with wiring harness in automotive type loom.</li> <li>J. Two(2) LED strobes mounted in the upper rear corners of the dump body.</li> <li>K. Curb side built-in ladder compartment, 12 inches wide x 25 inches high (305 x 635 mm) with wear pad and internal security chain.</li> <li>L. Pole pruner compartment, 11 inches high (279.4 mm), above ladder compartment with dual shelves and rear locking door. Upper section of rear door opening is open.</li> <li>M. Interior of chip body finished with scratch and corrosion resistant liner</li> <li>N. Underside of chip body undercoated.</li> <li>O. Painted White</li> </ul>	1	
26.	<p>Altec T-66 Thru Box with curbside and streetside compartments containing the following:</p> <ul style="list-style-type: none"> <li>A. Streetside: Single compartment (66 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors and one (1) vertical door. Two (2) full width shelves fixed at 11 inches and 25 inches from top. Rubber matting (0.125 inch thick) in bottom. Right side has access to horizontal thru compartment extending to curbside.</li> <li>B. Curbside: Single compartment (41 inches long x 50 inches high x 26.5 inches deep) with two (2) barn-style doors. Left side has two (2) full width shelves fixed at 11 inches and 25 inches from top. Right side has six (6) material hooks (3-0-3). Platform mounted behind compartment 12 inches high x 25 inches wide x 26.5 inches deep. Horizontal thru compartment (6 inches high) recessed 12 inches, open to streetside with vertical partitions spaced 10 inches, 6 inches and 9 inches wide with drop-down door. Access step to T-box compartment top.</li> <li>C. Standard features: Bolt-on door locks. Gas shock door holders. Door locks are three-point t-handle latches with lock cylinders. Finish paint interior compartments the same as exterior. Integrated locking system. Front master locking handle.</li> <li>D. Provide mounting bracket for hydraulic reservoir on top of transverse behind curbside vertical compartment.</li> <li>E. Automotive undercoating applied to entire underside of body.</li> <li>F. Painted White</li> </ul>	1	

**Body and Chassis Accessories**

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
27.	Cab Guard, 140" L, 12 GA Sheet Metal With Non-Skid Surface And Expanded Metal Section At Front, Black Gator Hyde Coating	1	
	A. Cab Guard Mounting Kit		
	B. Front Supports For Cab Guard		
28.	ICC (Underride Protection) Bumper Installed At Rear	1	
29.	Rigid Style Pintle Hitch (30,000 LB MGTW with 6,000 LB MVL), 4-Bolt Face Mount, Buyers PH15 (T-60 Style) (Forestry Applications)	1	
30.	Set Of D-Rings for Trailer Safety Chain, installed one each side of towing device mount.	1	
31.	Cab Guard Access Stirrup Step(s) With Grab Handle(s) At Curbside Rear Of Cab Guard	1	
32.	Rigid Access Step Under Through Box Side Access Platform	1	
33.	Platform Rest, Rigid with Rubber Tube	1	
34.	No Automatic Lower Boom Stow Securing System	1	
35.	Wood Outrigger Pad, 19.5" x 19.5" x 2.25", With Fluorescent Orange Steel Band Around The Outer Edges And Chain Handle	2	
36.	Grab Handle Installed On Top Of Lower Controls	1	
37.	Outrigger Pad Holder, 20" L x 20" W x 3.5" H, Fits 19.5" x 19.5" x 2.25" And Smaller Pads, Bolt-On, Bottom Washout Holes, 3/4" Lip Retainer	2	
38.	Mud Flaps With Altec Logo (Pair)	1	
39.	Wheel Chocks, Rubber, 9.75" L x 7.75" W x 5.00" H, with 4" L Metal Hairpin Style Handle (Pair)	1	
40.	Wheel Chock Holders (Pair), For Installation Under Flatbed Or Dump Body	1	
41.	Small Grab Handle Installed On Front Of Dump Body At Through Box Side Access Platform	1	
42.	Small Grab Handle Installed on Rear of Through Box on Curbside at Through Box Side Access Platform	1	
43.	Grab Handle Installed on Top of Curbside Rear Through Box Compartment	1	
44.	Slope Indicator Assembly (Pair) For Machine With Outriggers	1	
45.	Cone Holder, Horizontal Style with Vertical Pivot (Un-folds Upwards), For Mounting On Front Bumper (Holds up to four 15"x15" large cones)	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
46.	Safety Harness & 4.5 FT Lanyard (Medium To X-large)	1	
47.	Driveaway Safety Kit	1	
48.	Vinyl manual pouch for storage of all operator and parts manuals	1	
<b><u>Electrical Accessories</u></b>			
49.	Lights and reflectors in accordance with FMVSS #108 lighting package. (Complete LED, including LED reverse lights)	1	
50.	4-Corner Strobe Lighting, Amber LED, Two (2) Round Lights in Front Corners of Cab Guard and Two (2) Round Lights at Rear	1	
51.	Strobe Lights Wired Battery Hot	1	
52.	Perimeter/Underbody Lights, Black (Pair)	4	
53.	Dual Tone Back-Up With Outrigger Motion Alarm	1	
54.	PTO Hour Meter, Digital, with 10,000 Hour Display	1	
55.	6-Way Trailer Receptacle (Pin Type) Installed At Rear	1	
56.	Electric Trailer Brake Controller (Tekonsha Voyager #9030)	1	
57.	Altec Modular Panel System (AMPS) - Includes Mounting Panel and Accessory Switches	1	
58.	Install secondary stowage system.	1	
59.	Install Outrigger Interlock System	1	
60.	Heavy Duty Secondary Stowage Pump	1	
61.	No Upper Boom Out of Stow Indicator	1	
62.	No Lower Boom Out of Stow Indicator	1	
63.	PTO Indicator Light Installed In Cab	1	
<b><u>Finishing Details</u></b>			
64.	Powder Coat Unit Altec White	1	

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
65.	Finish Paint Body Accessories Above Body Floor Altec White	1	
66.	Altec Standard; Components mounted below frame rail shall be coated black by Altec. i.e. step bumpers, steps, frame extension, pintle hook mount, dock bumper mounts, D-rings, receiver tubes, accessory mounts, light brackets, under-ride protection, etc. Components mounted to under side of body shall be coated black by Altec. i.e. Wheel chock holders, mud flap brackets, pad carriers, boxes, lighting brackets, steps, and ladders.	1	
67.	Vehicle Height Placard, Installed In Cab	1	
68.	Apply Non-Skid Coating to all walking surfaces	1	
69.	English Safety And Instructional Decals	1	
70.	Placard, HVI-22 Hydraulic Oil	1	
71.	Dielectric test unit according to ANSI requirements.	1	
72.	Stability test unit according to ANSI requirements.	1	
73.	Focus Factory Build	1	
74.	Inbound Freight	1	
75.	As Built Electrical And Hydraulic Schematics To Be Included In The Manual Pouch	1	
76.	Stock Unit	1	
77.	Stock Unit Sold To Customer	1	

Chassis

78.	Altec Supplied Chassis	1	
79.	Altec Stock Chassis	1	
A.	2024 Model Year		
B.	Freightliner M2-106		
C.	Regular Cab		
D.	4x2 Drivetrain		
E.	Chassis Color - White		
F.	Cummins B6.7 Engine		
G.	240 HP Engine Rating		
H.	Allison 3500 RDS Automatic Transmission		

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<u>Item</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>
I.	Air Brakes		
J.	Clear Cab to Axle Length - 139 inches Actual Cab to Axle Length - 142 inches		
K.	33,000 LBS Gross Vehicle Weight Rating (GVWR)		
L.	13,220 LBS Front Axle Weight Rating (FAWR)		
M.	21,000 LBS Rear Axle Weight Rating (RAWR)		
N.	016-1C3 - Freightliner Horizontal Exhaust (Right-Horizontal-Behind Cab-Horizontal)		
O.	Driver Controlled Locking Differential		
P.	Park Brake In Rear Wheels		
Q.	204-215 Freightliner 50 Gallon Fuel Tank (Left Hand Under Cab)		
R.	Freightliner - Pre-Wire Chassis with No Cab Backwall Pass-Thru (33U-011)		
S.	No Idle Engine Shut-Down Required		
T.	Air Conditioning		
U.	AM/FM Radio		

**Additional Pricing**

80.	Standard Altec Warranty: One (1) year parts warranty, one (1) year labor warranty, ninety (90) days warranty for travel charges, limited lifetime structural warranty	1	
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**Miscellaneous**

81.	Extended Warranty For Travel, Labor, Material And Expense To End of 5th Year (Day 91-1825). LR, LR-Elevators, TA Over 50FT and TA-Elevators	1	
82.	Pre-paid Maintenance; Annual Only PM; 5 Year Contract; Extra Large Aerial Units and Elevators 65' - 99'	1	
83.	Pre-paid Maintenance; Annual Chassis DOT ; 5 Year Contract; All Non-Specialty Chassis Types	1	
84.	Pre-paid Maintenance; Annual Dielectric Test ; 5 Year Contract; Cat B/C Boom, Liner, and ISO-Grip (if applicable)	1	
85.	Ext Warr, Chassis, 5 Years/150k Miles, Freightliner (M2-106)	1	
86.	Ext Warr, Chassis Engine, 5 Years/150k Miles, Cummins ISB Engine, Freightliner	1	
87.	Ext Warr, Transmission, 5 Years/Unlimited Miles, Allison, Freightliner	1	

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Altec Industries, Inc.

BY

Brian Chen

**Notes:**

1 Altec will make every effort to honor this quotation. However, if major and irregular cost inflation occurs, price may be reviewed and confirmed closer to the production date.

For a quoted chassis model year beyond the current open order bank, chassis model year, specifications and price should be considered estimates only and subject to change. Chassis model year, specifications and price will be reviewed and confirmed when specific model year information becomes available from the OEM.

2 Altec takes pride in offering solutions that provide a safer work environment for our customers. In an effort to focus on safety, we would encourage you to consider the following items:

Outrigger pads (When Applicable)  
Fall Protection System  
Fire extinguisher/DOT kit  
Platform Liner (When Applicable)  
Altec Sentry Training  
Wheel Chocks

The aforementioned equipment can be offered in our new equipment quotations. If you find that any of these items have not been listed as priced options with an item number in the body of your quotation and are required by your company, we would encourage you to contact your Altec Account Manager and have an updated quote version sent to you. These options must be listed with an item number in the quotation for them to be supplied by Altec.

3 The final fully loaded weight of the truck and structural ratings of the hitch assembly may reduce the towing capacity and the vertical load capacity of the finished truck. These capacities may not match the ratings of the chassis or hitch.

4 Altec Extended Warranty Option:

An Altec Extended Warranty is an extension of Altec's Limited Warranty and protects you from the repair cost associated with defects of materials and workmanship after the standard Limited Warranty expires.

Altec offers many types of coverages and coverage packages. Ask your Altec account manager for details. Quotes are available upon request.

5 Unless otherwise noted, all measurements used in this quote are based on a 40 inch (1016mm) chassis frame height and standard cab height for standard configurations.

6 Altec Standard Warranty:

One (1) year parts warranty.

One (1) year labor warranty.

Ninety (90) days warranty for travel charges.

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Warranty on structural integrity of the following major components is to be warranted for so long as the initial purchaser owns the product: Booms, boom articulation links, hydraulic cylinder structures, outrigger weldments, pedestals, subbases and turntables.

Altec is to supply a self-directed, computer based training (CBT) program. This program will provide basic instruction in the safe operation of this aerial device. This program will also include and explain ANSI and OSHA requirements related to the proper use and operation of this unit.

Altec offers its standard limited warranty with the Altec supplied components which make up the Altec Unit and its installation, but expressly disclaims any and all warranties, liabilities, and responsibilities, including any implied warranties of fitness for a particular purpose and merchantability, for any customer supplied parts

Altec designs and manufactures to applicable Federal Motor Vehicle Safety and DOT standards

7 Price does not reflect any local, state or Federal Excise Taxes (F.E.T). The quote also does not reflect any local title or licensing fees. All appropriate taxes will be added to the final price in accordance with regulations in effect at time of invoicing.

8 F.O.B. - #FOB\_TERMS#

9 Altec values your data privacy. The Altec Family of Companies (including Altec, Inc., and its subsidiaries) may collect telematics data from the equipment you own. Please review Altec's Equipment Data Privacy Notice on [www.altec.com](http://www.altec.com) for more information. By purchasing equipment from Altec, you consent to Altec's right to collect and use such data.

10 Interest charge of 1/2% per month to be added for late payment.

11 Changes made to this order may affect whether or not this vehicle is subject to F.E.T. A review will be made at the time of invoicing and any applicable F.E.T. will be added to the invoice amount.

12 Trade-in offer is conditional upon equipment being maintained to DOT (Department of Transportation) operating and safety standards and remaining in compliance of DOT until arrival at an Altec Facility. This will include, but is not limited to engine, tires, lights, brakes, glass, etc. All equipment, i.e., jibs, winches, pintle hooks, trailer connectors, etc., are to remain with unit unless otherwise agreed upon in writing by both parties. ALTEC Industries reserves the right to re-negotiate its trade-in offer if these conditions are not met.

All reasonable and necessary expenses required of ALTEC Industries to execute transportation of the trade-in will be invoiced to the customer for payment if these conditions are not met to maintain DOT standards.

Customer may exercise the option to rescind this agreement in writing within sixty (60) days after receipt of purchase order. After that time ALTEC Industries will expect receipt of trade-in vehicle upon delivery of new equipment as part of the terms of the purchase order unless other arrangements have been made.

13 Any payment made by a credit card may be subject to a surcharge fee.

14 Estimated Delivery: 20 months after receipt of order PROVIDING:  
A. Customer supplied chassis is received a minimum of sixty (60) days before scheduled delivery.  
B. Customer approval drawings are returned by requested date.  
C. Customer supplied accessories are received by date necessary for compliance with scheduled delivery.  
D. Customer expectations are accurately captured prior to major components being ordered (body, chassis) and line set date. Unexpected additions or changes made after this time or at a customer inspection will delay the delivery of the vehicle.

Estimated Delivery is based on information at time of quote and is subject to change.

Altec reserves the right to change suppliers in order to meet customer delivery requirements, unless specifically identified, by the customer, during the quote and or ordering process.

- 15 After the initial warranty period, Altec Industries, Inc. offers mobile service units, in-shop service and same day parts shipments on most parts from service locations nationwide at an additional competitive labor and parts rate. Call 877-GO-ALTEC for all of your Parts and Service needs.
- 16 This quotation is valid until #EXPIRE\_DATE#. After this date, please contact Altec Industries, Inc. for a possible extension.
- 17 FINANCING AVAILABLE: Please contact Altec Capital at (888) 408-8148 or email [finance@altec.com](mailto:finance@altec.com) for more information.
- 18 Please direct all questions to Jason T Janoulis at



**CITY OF FAIRHOPE  
PURCHASING DEPARTMENT  
REQUEST FORM**

Name: Conrad Havranek

Date: 07/12/2022

Department: Electric

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational <b>NON</b> -Budgeted	Three	Treasurer/Mayor	<b>N/A</b>	<b>N/A</b>
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational <b>NON</b> -Budgeted	Three	Council	<b>Required</b>	<b>Required</b>
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	<b>N/A</b>	<b>N/A</b>
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	<b>N/A</b>	<b>N/A</b>
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	<b>Required</b>	<b>Required</b>
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	<b>Required</b>	<b>Required</b>

\*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

**QUOTES**

Vendor Name	Vendor Quote
1. <u>Altec Industries, Inc</u>	\$ <u>218057.00</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

**ITEM OR SERVICE INFORMATION**

- What item or service do you need to purchase? Altec Tree Trimming Truck Model LR860-E70
- What is the total cost of the item or service? 218057.00
- How many do you need? One
- Item or Service Is:  New     Used     Replacement     Annual Request
- Vendor Name (Lowest Quote): Click or tap here to enter text.
- Vendor Number: Click or tap here to enter text.  
*If you do not have a Vendor Number, please go to the City of Fairhope page: <http://www.fairhopeal.gov/>  
[www.FairhopeAL.gov](http://www.FairhopeAL.gov), Departments, Purchasing, Vendor Registration, and complete the required information.*

**BUDGET INFORMATION**

- Is it budgeted?  Yes     No     Emergency Request
- If budgeted, what is the budgeted amount? 282627.00
- Budget code: 003-50470

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

555 S Section Street / Fairhope, Alabama 36532  
251.928.8003 (p) / [www.FairhopeAL.gov](http://www.FairhopeAL.gov)

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

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

[1] That the City of Fairhope did request and receive RFQs for procurement of roof repairs for two (2) buildings at the Quail Creek Golf Course Maintenance Area for the Public Works Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating three (3) quotes, the City of Fairhope approves the procurement for roof repairs for two (2) buildings at the Quail Creek Golf Course Maintenance Area to Roof Doctors with the lowest quote of \$12,150.00 with a not-to-exceed.

Adopted on this 25th day of July, 2022

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

Attest:

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



City of Fairhope  
Project Funding Request

Issuing Date: 7/14/2022

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of Roof Repair for Two Buildings at the Quail Creek Maintenance Area

Project Location: Quail Creek Golf Course

Presented to City Council: 7/25/2022

Funding Request Sponsor: George Ladd, Assistant Public Works Director  
Richard Johnson, Public Works Director  
Bobby Hall, Quail Creek Golf Pro

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

Project Cash Requirement Requested:  
Cost: \$ 12,150.00

Vendor: Roof Doctors

Project Engineer: n/a

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

JUL 19 '22 AM 10:59 *aw*

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 \_\_\_\_\_

Expense Code: 001550-50360  
G/L Acct Name: General Maintenance

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

Over (Under) budget amount: \$ 12,150.00

Funding Source:

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

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

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

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

Comments: Received insurance in 2021.

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

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

Purchasing Memo Date: 7/13/2022 Purchasing Memo Date: 7/13/2022 Delivered To Date: 7/14/2022

Request Approved Date: 7/14/2022 Request Approved Date: 7/14/2022 Approved Date: 7/14/2022

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan



## MEMO


Sherry Sullivan  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

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

From:   
Erin Wolfe, Purchasing Manager

Date: July 13, 2022

Re: **Green Sheet and City Council Approval of Procurement of Roof Repair for Two Buildings at the Quail Creek Golf Course Maintenance Area**

The Assistant Director of Public Works, George Ladd, is requesting procurement of roof repair for two buildings at the Quail Creek Golf Course maintenance area.

Repairs for the roofs on two buildings in the golf course maintenance area shall include removal & replacement of screws, removal & replacement of skylights, removal & replacement of turbines at the peak, removal and replacement of rake flashing, and cleaning & hauling away all debris.

Three (3) quotes were obtained for this procurement and Roof Doctors provided the lowest quote of Twelve Thousand One Hundred Fifty Dollars (\$12,150.00).

### NOTES:

See Attached Vendor Proposal 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 two buildings at Quail Creek Golf Course for \$12,150.00.**

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





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

PROPOSAL SUBMITTED TO <b>City Of Fairhope</b>		PHONE	DATE <b>7-8-2022</b>
STREET		JOB NAME <b>Quail Creek Golf Maintenance</b>	
CITY, STATE AND ZIP CODE		JOB LOCATION <b>Building 1</b>	
ARCHITECT	DATE OF PLANS		JOB PHONE

**We hereby submit specifications and estimates for:**

- Remove & replace 12 skylights
- Remove & replace 3 Turbines at peak
- Remove & replace 2 pcs. Rake Flashing (N.W. elevation)
- Install 120 ft. 6" Gutter & downs (E. elevation)
- Clean & haul away all 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 (\$ **7,650.00** ).

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 \_\_\_\_\_



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

PROPOSAL SUBMITTED TO <b>City Of Fairhope</b>		PHONE	DATE <b>7-8-2022</b>
STREET		JOB NAME <b>Quail Creek Golf Maintenance</b>	
CITY, STATE AND ZIP CODE		JOB LOCATION <b>SM. Building</b>	
ARCHITECT	DATE OF PLANS		JOB PHONE

**We hereby submit specifications and estimates for:**

- Remove & replace all screws on 1/3 of buuilding (N. elevation)
- Remove & replace 8 skylights
- Remove & replace 3 Turbines at peak
- Clean & haul away all debris

**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 (**\$4,500.00**).

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: 7/12/2022

Department: Golf course maintenance Department

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

**QUOTES**

Vendor Name	Vendor Quote
1. Roof Doctor	\$ \$12,150
2. Seal Quality Construction	\$ \$15,450
3. F&H General Contracting	\$ \$15,400

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

**ITEM OR SERVICE INFORMATION**

- What item or service do you need: repairs to the two buildings at the golf course Maintenance area
  - What is the total cost of the item or service? \$12,150.00
  - How many do you need? 1
  - Item or Service Is:  New     Used     Replacement     Annual Request
  - Vendor Name (Lowest Quote): Roof Doctor
  - Vendor Number: 248
- If you do not have a Vendor Number, please go to the City of Fairhope page: <http://www.fairhopeal.gov/www.FairhopeAL.gov>, Departments, Purchasing, Vendor Registration, and complete the required information.*

**BUDGET INFORMATION**

- Is it budgeted?  Yes     No     Emergency Request
- If budgeted, what is the budgeted amount N/A
- Budget code:

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



# F & H General Contracting LLC

We Cover All Your Roofing Needs!

14629 Longview Dr Loxley, AL 36551 · (251) 751-0867 · (251) 979-3091 · Residential & Commercial Roofing

Customer Name: City of Fairhope	PHONE george.ladd@fairhopeal.gov	DATE 7/11/22
STREET Quail Creek Golf Course	JOB NAME Maintenance Building #1	
CITY, STATE AND ZIP CODE	JOB LOCATION	
Panel Type & Color	DATE OF PLANS	JOB PHONE

**Job Description:**

- Remove & replace all screws
- Fix Gable Flashing
- Replace one turbine
- Remove all job site debris
- 1yr Workmanship Warranty

Total : \$10,200

**WE PROPOSE** Hereby to furnish material and labor, complete in accordance with above specifications, for  
**MAKE CHECKS PAYABLE TO F & H GENERAL CONTRACTING LLC**

The sum of:  Ten thousand and two hundred Dollars  Dollars (\$10,200)

Payment to be made as follows:  check or cash. Materials Paid upfront

All Material is guaranteed to be as specified. All work is to be completed in a Work like manner according to standard practice. Any alterations 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. Authorized Signature  Michael Friedlander

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, or other necessary insurance. Our workers are Fully covered by Workman's Compensation Insurance. Note: This proposal may be withdrawn by us if not accepted within  30  days

**ACCEPTANCE OF PROPOSAL** - the above prices,  
 Notifications and conditions are satisfactory and are hereby accepted. Signature \_\_\_\_\_

You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_



## F & H General Contracting LLC

We Cover All Your Roofing Needs!

14629 Longview Dr Loxley, AL 36551 · (251) 751-0867 · (251) 979-3091 · Residential & Commercial Roofing

Customer Name: City of Fairhope	PHONE george.ladd@fairhopeal.gov	DATE 7/11/22
STREET Quall Creek Golf Course	JOB NAME Maintenance Building #2	
CITY, STATE AND ZIP CODE	JOB LOCATION	
Panel Type & Color	DATE OF PLANE	JOB PHONE
<p><b>Job Description:</b></p> <ul style="list-style-type: none"> <li>· Remove &amp; replace all screws</li> <li>· Replace one turbine</li> <li>· Remove all job site debris</li> <li>· 1yr Workmanship Warranty</li> </ul> <p style="text-align: right; margin-right: 100px;">Total : \$5,200</p>		
<p><b>WE PROPOSE</b> Hereby to furnish material and labor, complete in accordance with above specifications, for  <b>MAKE CHECKS PAYABLE TO F &amp; H GENERAL CONTRACTING LLC</b></p> <p style="text-align: center;">The sum of: <u>Five thousand and two hundred Dollars</u> Dollars (\$5,200)</p> <p>Payment to be made as follows: <u>check or cash. Materials Paid upfront</u></p>		
<p>All Material is guaranteed to be as specified. All work is to be completed in a Work like manner according to standard practice. Any alterations 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, or other necessary insurance. Our workers are Fully covered by Workman's Compensation Insurance.</p> <p style="text-align: right;">Authorized Signature <u>Michael Friedlander</u> Note: This proposal may be withdrawn by us if not accepted within <u>30</u> days</p>		
<p><b>ACCEPTANCE OF PROPOSAL</b> - the above prices,          Notifications and condition are satisfactory and are hereby accepted. Signature _____          You are authorized to do the work specified. Payment will be made as outlined above.          Date of Acceptance _____ Signature _____</p>		

**Seale Quality Construction and Renovations**

9898 STATE HIGHWAY 104  
FAIRHOPE, AL 36532  
251-605-6279

**Work Site:**

Quail Creek Golf Course  
Maintenance Building #1  
City of Fairhope  
July 12, 2022

Description	Total
Remove and Replace Screws	
Gable Flashing	
Replace Turbine (One)	\$10,150.00
Remove Debris	
<b>Total</b>	<b>\$10,150.00</b>



**Seale Quality Construction and Renovations**

9898 STATE HIGHWAY 104  
FAIRHOPE, AL 36532  
251-605-6279

**Work Site:**

Quail Creek Golf Course  
Maintenance Building #2  
City of Fairhope  
July 12, 2022

Description	Total
Remove and Replace Screws	
Gable Flashing	
Replace Turbine (One)	\$5,300.00
Remove Debris	
<b>Total</b>	<b>\$6,300.00</b>

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

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

[1] That the City of Fairhope did request and receive RFQs for Labor for the Upgrades to Visitor's Side of the Municipal Football Stadium plus Materials for the Recreation Department at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement for Labor for the Upgrades to Visitor's Side of the Municipal Football Stadium by MH McLaughlin, LLC in the amount of \$21,360.00 plus \$13,500.00 Materials for a total of \$34,860.00.

Adopted on this 25th day of July, 2022

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 7/20/2022

Please return this Routing Sheet to Treasurer by: ASAP  
JUL 21 '22 PM 12:21  
ZAH

Project Name: Procure Upgrades to the Visitor's Side of the Football Stadium (brick facade on existing block wall & replace asphalt walkway with concrete.

Project Location: Municipal Football Stadium

Resolution # :  
Approved \_\_\_\_\_

Presented to City Council: 7/25/2022

Changed \_\_\_\_\_

Funding Request Sponsor: Pat White, Recreation Director

Rejected \_\_\_\_\_

Project Cash Requirement Requested: \$13,500.00  
Cost: \$ 34,880.00 \$21,380.00

Materials provided by City  
Labor

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

Vendor: MH McLaughlin, LLC

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

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

Department of General Fund Providing the Funding

Admin-10  Bldg-13  Police-15  Fire-20  ECD-24  Rec-22  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: 001250-50475  
G/L Acct Name: Capital Improvements

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

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

Over (Under) budget amount: \$ 34,880.00

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

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

Comments:

[Empty box for comments]

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

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 7/21/2022

Purchasing Memo Date: 7/21/2022

Delivered To Date: 7/21/2022

Request Approved Date: 7/21/2022

Request Approved Date: 7/21/2022

Approved Date: 7/21/2022

Signatures:

Aislinn Stone  
Aislinn Stone

Kim Creech  
Kim Creech

Mayor Sherry Sullivan



## MEMO


Sherry Sullivan  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

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

From:   
Erin Wolfe, Purchasing Manager

Date: July 21, 2022

Re: **Green Sheet and City Council Approval of Procurement of Upgrades to the Visitors' Side of the Football Stadium**

The Director of Parks and Recreation, Pat White, is requesting procurement of upgrades to the visitors' side of the football stadium to include installing a brick façade on existing block wall to match the home side, and to replace the asphalt walkway with concrete.

The upgrades for the stadium shall include labor to install a brick façade on the visitors' stands, including brick ties and epoxy sealant at the top of the wall. The upgrades shall also include the labor to install approximately 4,000 square feet of concrete paving. The City shall remove the existing asphalt paving. The City shall supply the brick at a cost of \$5,500.00 and concrete at a cost of \$8,000.00.

Three (3) quotes were obtained for this procurement and MH McLaughlin, LLC provided the lowest quote of Twenty-One Thousand Three Hundred Sixty Dollars (\$21,360.00).

### NOTES:

See Attached Vendor Proposal for Details.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of upgrades to the Visitors' side of the football stadium for \$21,360.00, plus \$13,500.00 for materials.**

CC file, Pat White, Clint Steadham

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

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



MH McLaughlin, LLC

P. O. Box 2208  
Fairhope, Alabama 36533  
251.402.3375

# Estimate

Date	Estimate #
6/26/2022	130

Name / Address
City of Fairhope P.O. Drawer 429 Fairhope, AL 36533

Description	Qty	Rate	Total
Labor to install brick facade on the visitors stands at W C Majors stadium note: including brick ties and epoxy sealant at the top of the wall	10.4	750.00	7,800.00
Labor to install approx. 4000 sq ft of concrete paving on the visitors side of W C Majors stadium note: the City of Fairhope will remove existing asphalt paving	4,000	2.50	10,000.00
Overhead & Profit Note: work will be completed within 3 weeks of the site prep work being completed by City of Fairhope	17,800	0.20	3,560.00
<b>Total</b>			<b>\$21,360.00</b>



# CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Pat White

Date: 7/11/22

Department: Recreation

Expenditure Threshold	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational <b>NON</b> -Budgeted	Three	Treasurer/Mayor	<b>N/A</b>	<b>N/A</b>
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational <b>NON</b> -Budgeted	Three	Council	<b>Required</b>	<b>Required</b>
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	<b>N/A</b>	<b>N/A</b>
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	<b>N/A</b>	<b>N/A</b>
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	<b>Required</b>	<b>Required</b>
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	<b>Required</b>	<b>Required</b>

*\*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.*

### QUOTES

Vendor Name	Vendor Quote
1. <u>MH McLaughlin, LLC</u>	\$ <u>\$21,360.00</u>
2. <u>K-C Excavation &amp; Demolition (Kahlbau Construction, LLC)</u>	\$ <u>\$38,500.00</u>
3. <u>Lazzari Construction</u>	\$ <u>\$76,730.00</u>

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?** Upgrade Visitors' side of football stadium to include installing brick façade on existing blockwall to match homeside; replace asphalt walkway with concrete.
2. **What is the total cost of the item or service?** \$21,360.00 plus Brick \$5,500.00 and Concrete \$8,000.00
3. **How many do you need?** Click or tap here to enter text.
4. **Item or Service Is:**  New     Used     Replacement     Annual Request
5. **Vendor Name (Lowest Quote):** **MH McLaughlin, LLC**
6. **Vendor Number:** Click or tap here to enter text.

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

### BUDGET INFORMATION

1. **Is it budgeted?**  Yes     No     Emergency Request
2. **If budgeted, what is the budgeted amount?** Click or tap here to enter text.
3. **Budget code:** Click or tap here to enter text.

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

**Eric Lazzari Construction, LLC**  
**7070 Stone Dr., Suite A**  
**Daphne, AL 36526**  
Phone (251) 626-2241  
Fax (251) 626-2959

July 8, 2022

Attention: Pat White

RE: Fairhope Football Field \_ Brick and Concrete Work

Subject: Pricing Proposal

Dear Pat:

Thank you for extending Lazzari Construction the opportunity to provide our services for the facility upgrades of the above referenced location. We are pleased to offer a proposal in the amount of **(\$76,730.00) Seventy Six Thousand Seven Hundred Thirty Dollars**. The proposal for the construction of this project is broken down as follows:

**With reference to the project, we have the following:**

1. Project supervision.
2. Work is scheduled to be performed in 1 single phase.
3. Progressive and final cleaning of work area.
4. Work will be performed during normal daytime hours.
5. Labor to remove top course of cmu.
6. Labor to lay cap block or 4" block on top course. This allows room for rowlock
7. Labor to form and pour sidewalks. Concrete sidewalks will be same size as existing asphalt. 3200 sf incl
8. Labor to install brick ties and lay brick on face of cmu wall. We assume that the footing is a maximum of 12" under existing grade. Labor to lay rowlock course at top of wall will tuck under lower level of bleachers.

**The following items are excluded from our proposal:**

1. Building permit
2. Landscaping
3. All project materials; dumpsters; restrooms
4. Pump truck
5. Removal of asphalt walkway and chain link fence. Excavation along face or wall to expose concrete footing.
6. Builder's Risk Insurance

**Alternates:**

1. Labor to fill cells in existing concrete block wall. **Add \$3,850**

Thank you for the opportunity to work with you on this project. Please let me know if you have any questions regarding this proposal.

Sincerely,

Brett Kirchoff

K-C Excavation & Demolition

Div. of Kahlbau Const. LLC  
 P.O. Box 486, Fairhope, AL 36533  
 AL State Gen. Cont. Lic. #14804  
 Ph.251-990-9462

**ESTIMATE**

DATE	ESTIMATE #
7/5/2022	783

NAME / ADDRESS
City of Fairhope

P.O. NO.	PROJECT
	Stadium Visitor Side

DESCRIPTION	QTY	COST	TOTAL
Labor only to form and pour 4,000 sq.ft. of 4" thick concrete. City to do all grading and demolition, provide concrete and concrete pump truck if required.	4,000	4.00	16,000.00T
Labor only to remove the cap block from the wall and to pump concrete into the wall. City is to furnish the concrete, pump truck, and demolition cleanup of the cap block. It is unknown what the condition of the wall is as it exist except that it is mostly hollow block. The demolition may require more of the wall be removed than planned depending on how structually the bonds are on the existing wall. It's possible that some new block may have to be used to repair the wall prior to pumping it with concrete at additional labor cost.		5,000.00	5,000.00T
Labor only to lay 10,400 brick. Roll locks are at additional cost of \$3.5 per running ft., please allow additional brick to make up the gap left by the cap block removal. These bricks will most likely be laid flat on top of the poured block to give backing for the brick facade and support for the roll lock brick.		17,500.00	17,500.00T
Sales Tax		0.00	0.00
THANK YOU FOR THE OPPORTUNITY OF BIDDING THIS PROJECT		<b>TOTAL</b>	<b>\$38,500.00</b>

Phone #	Fax #
251-510-9462	251-990-9462





2180 Ave C, Brookley Complex, Mobile, AL, 36615  
PHONE: (251) 433-5569 /FAX: (251) 433-5594

**QUOTE:**

To: City Of Fairhope Football Stadium

From: Joe Middleton  
Date: 6/23/2022

RE: Football Field- Guest Side Of Field

We appreciate the opportunity to provide our Products and Services:

Qty	Product	UOM	Price	Total
10,400	Queensize Inverness Brick	per Th	\$ 405.00	\$ 4,212.00
85	Bags Lite Buff mortar	per Bag	\$ 15.15	\$ 1,287.75
			Sub Total	\$ 5,499.75
			Tax 0.0%	\$ -
			Total	\$ 5,499.75

Sincerely,

Joe Middleton  
Acme Brick Company  
Cell 251-406-6051

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

**WHEREAS**, the City Council adopted on October 11, 2021, a resolution approving and adopting the proposed Budget for the FY2021-2022, Resolution No. 4231-21; and

**WHEREAS**, the City of Fairhope is desirous to amend the Budget and that the following estimates of expenses, as related thereto, are hereby adopted and those expenses are appropriated as follows:

<b>Account</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
005030-50440	Maintenance-Vehicles & Equipment	35,000.00	
005030-50470	Purchases Vehicles & Equipment		35,000.00

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope hereby amends the Budget for the FY2021-2022 as recommended and presented above; and authorizes the City Treasurer to make the necessary changes.

ADOPTED ON THIS 25TH DAY OF JULY, 2022

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

Attest:

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

**FAIRHOPE ENVIRONMENTAL  
ADVISORY BOARD**

**NOMINEE (S)**

**4 - Year Term**

**APPOINTMENTS** \_\_\_\_\_.

Nicole Love

**REAPPOINTMENTS** \_\_\_\_\_.

Jim Horner

Ben Frater

The term shall end July 2026

# CITY OF FAIRHOPE



## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 3 6532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533. PLEASE PRINT CLEARLY

Last Name: Love First Name: Nicole Phone Number: \_\_\_\_\_

Cell: 407-312-1362 Email: nlove@thompsonengineering.com

Home Address: 717 Truxton Street

City: Fairhope State: AL Zip: 36532

Business Address: Cottage Hill Drive

City: Mobile State: AL Zip: \_\_\_\_\_

Name of Board or Committee: Fairhope Environmental Advisory Board

EDUCATIONAL BACKGROUND:  
**Master's Degree in Biology**

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:  
**Former FEAB member .**

PROFESSIONAL EXPERIENCE:  
**Over 20 years experience in the environmental field working in state government, non-profit and private sector.**



CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

**I am interested in the natural environment of the area and how those relate to human health and wellbeing.**

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

**I bring an extensive environmental background as well as community outreach and engagement experience to the Board. Can help to strategy how best to get scientific data and research out to the general public which will help get buy-in/support for important City projects.**

Signature: Nicole Love Digitally signed by Nicole Love Date: 4/15/22  
You may attach a resume with this application.

**Lisa A. Hanks, MMC**

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**From:** Lisa A. Hanks, MMC  
**Sent:** Monday, July 11, 2022 9:31 AM  
**To:** Kim Burmeister; Sherry Sullivan; Corey Martin  
**Cc:** amy.paulson@yahoo.com; governs@bellsouth.net  
**Subject:** RE: FEAB summary from Friday

Since one of your members has resigned, Nicole Love can be recommended to the City Council along with Jim Horner and Ben Frater for reappointments. Corey if you are good with these please let me know and we can add to July 25<sup>th</sup> agenda.

The board will consist of nine (9) members. Members may be nominated by the Mayor, City Council or by other members. **Members will be appointed by the city council.** A member with unwarranted absence from three (3) regular meetings per calendar year shall have resigned their appointment.

The budget items are for the Mayor and Council to look at.

Thanks,

**LISA A. HANKS, MMC**

**City Clerk**

City of Fairhope

P. O. Drawer 429

Fairhope, AL 36533

251-928-2136

251-302-7552 (Fax)

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**From:** Kim Burmeister <kim.burmeister@fairhopeal.gov>  
**Sent:** Monday, July 11, 2022 8:10 AM  
**To:** Sherry Sullivan <sherry.sullivan@fairhopeal.gov>; Corey Martin <corey.martin@fairhopeal.gov>  
**Cc:** Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>; amy.paulson@yahoo.com; governs@bellsouth.net  
**Subject:** FEAB summary from Friday

Mayor and Corey, below are the highlights from the Friday FEAB meeting. The items in yellow are for Corey to consider for the Council Meeting (or workshop) tonight, per FEAB's request. Also matrix is attached as a reminder of motions passed by FEAB this year. Corey : questions on items highlighted please reach out to Amy or Gary (copied on this email). I am also copying Lisa since this is an 11<sup>th</sup> hour request for tonight's meeting.

**Summary of meeting:**

1. *Two Motions passed:*
  - a. *Jim Horner and Ben Frater's FEAB membership, expired in January 2022, has been renewed by members*
  - b. *Nicole Love is accepted for membership pending Council approval*
2. *One action item:*
  - a. *Budget item requests from FEAB (related to recent motions passed):*
    - i. *Support of litter gitter program with Winn Dixie pond as initial location*
    - ii. *Encouragement for City of Fairhope to initiate comprehensive study of litter and its relation to stormwater pollution concerns for watersheds in Fairhope*

**PEDESTRIAN AND  
BICYCLE COMMITTEE**

**NOMINEE (S)**

**3-Year Term**

APPOINTMENTS\_\_\_\_\_.

REAPPOINTMENTS\_\_\_\_\_.

Katie Bolton  
Chris Riley  
Gary Gover

The terms shall end July 2025

## Jenny Wilson

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**From:** Jenny Wilson  
**Sent:** Thursday, July 7, 2022 12:39 PM  
**To:** Rosalie Stromme  
**Subject:** RE: Pedestrian & Bicycle Committee membership terms

Rosalie,

Our next Council Meeting is scheduled for Monday, July 25, 2022. I will add request to agenda.

Thanks, Jenny

Jenny Opal Wilson  
Assistant City Clerk

Phone: 251-928-2136  
Fax: 251-302-7552  
Email: [jenny.wilson@fairhopeal.gov](mailto:jenny.wilson@fairhopeal.gov)

P.O. Drawer 429  
Fairhope, AL 36533

[www.fairhopeal.gov](http://www.fairhopeal.gov)

-----Original Message-----

From: Rosalie Stromme <[rcstromme@att.net](mailto:rcstromme@att.net)>  
Sent: Thursday, July 7, 2022 12:27 PM  
To: Jenny Wilson <[jenny.wilson@fairhopeal.gov](mailto:jenny.wilson@fairhopeal.gov)>  
Subject: Pedestrian & Bicycle Committee membership terms

SENT FROM AN EXTERNAL ADDRESS

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Jenny -

I have spoken with Katie Bolton, Chris Riley and Gary Gover whose volunteer Pedestrian & Bicycle committee terms have long since officially expired but all three of them have continued to serve on this committee over the years. All three of them have agreed to renew their volunteer service terms for an additional 3 years so could you please put on the next council meeting's agenda the request to have their three-year terms renewed?

Thank you  
Rosalie Stromme  
Secretary  
City of Fairhope Pedestrian & Bicycle Committee