

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

MONDAY, 26 JUNE 2023 – 4:30 P.M. – CITY COUNCIL CHAMBER

1. Arts Alley Project Update and Discussion of Artwork Design – Paige Crawford
2. Discussion for Triangle Master Plan
3. Discussion of proposal to apply for USDOT's FY23 Safe Streets for All (SS4A) funding opportunity to create a City of Fairhope Comprehensive Safety Action Plan.
4. Discussion of “The Fit Court” and Funding Opportunities
5. Committee Updates
6. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, June 26, 2023 – City Council Chamber**

Next Regular Meeting – Monday, July 10, 2023 – Same Time Same Place



HANNAH LEGG

illustration • murals • design

FAIRHOPE ARTS ALLEY

- fairhope, alabama -

MURAL ONE:
PROJECT PROPOSAL
& ROUGH IDEAS

MURAL PROPOSAL FOR FAIRHOPE ARTS ALLEY IN FAIRHOPE, ALABAMA, MAY 2023

THE PROJECT

The following designs are rough sketches for one of three spots for Fairhope's Arts Alley downtown Fairhope. This Arts Alley will be a welcome addition to Fairhope's already vibrant downtown scene, and feature a beautiful sculpture from Fairhope's own Bruce Larsen.

When I think of Fairhope, my mind always leans towards the bay and the stunning wild life that calls it home, as well as the unique ecology of Fairhope and the area in general. With people flooding to the coast, I feel that it is important to highlight Fairhope's ecology and remind people of its splendor, much as Bruce is doing with this sculpture and others he has created to honor Fairhope. In wanting to keep with the theme highlighting Fairhope's unique ecology, the following sketches feature some of Fairhope's all too recognizable wildlife, as well as incorporates sea horses which will be featured in Bruce Larsen's iconic archway.

These are ROUGH sketches, and will serve as a jumping off point for the direction of the mural.. Please take your time looking through them and let me know what you like, what changes you'd like to make, and if any of these sketches are headed in a direction that you prefer. Once we have a direction, it will be easier for me to make a price estimate.

Thank you again for the opportunity to present some ideas to you for this incredible project! If you'd like, I am happy to come in person and discuss moving forward from this point.

THE DEVELOPMENT PROCESS

- Rough digital sketches of Mural
- Pick 1 sketches of each character and bring them to a more finalized composition
- Finalize Mural Design
- Project and sketch Mural
- Paint and finalize Mural

DELIVERABLES

- 1-2 Rough sketches of Mural
- 1 final colored sketch of Mural
- Finished Mural

PRICE ESTIMATE

Total: TBD

OPTION 1:
**FAIRHOPE
NOUVEAU**

Option one features a blue heron, a brown pelican, pitcher plants, oysters, and cat tails, with a seahorse up top, stacked over a blue gradient background. For this idea, and all of the rest, my thought was to render the elements in the front and leave the background more simplistic as to not interfere with the important elements.

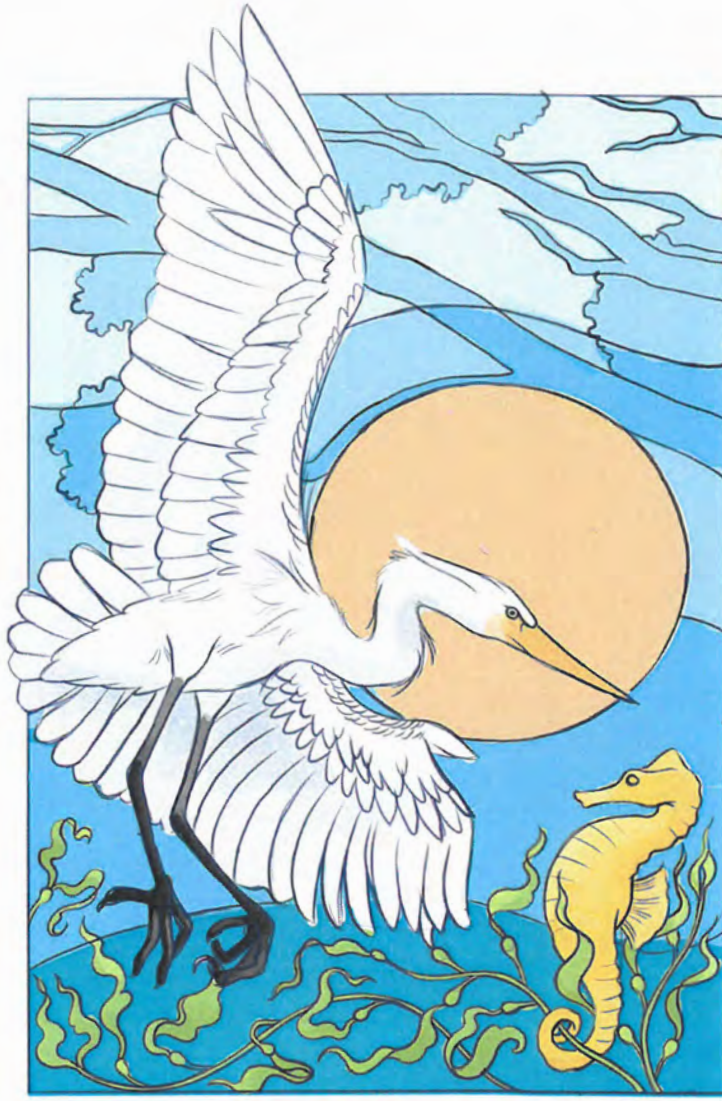
**Black linework is for sketch purposes only*



OPTION 2:
**FAIRHOPE
MOSAIC**

Option two features an egret soaring over a blue gradient background with a seahorse below. In the background, I added some tone on tone branches of a live oak. I thought that a blue heron also might be quite striking for this spot.

**Black linework is for sketch purposes only*



OPTION 3:
OUR COAST

Option three features an egret (or a heron) soaring over a flat color version of the Mobile Bay Coast. In the bottom left corner of the map, I have a seahorse sort of woven into the major roads.

**Black linework is for sketch purposes only*



OPTION 4:
**WINDOWS
TO THE SOUL**

Option four features an egret (or a heron) and a brown pelican in flight arranged over some tone on tone windows of color that feature (from top left down) a live oak branch, some reeds/cat tails, and a seahorse. I imagine these to be tone on tone with the detail and emphasis on the foreground birds.

**Black linework is for sketch purposes only*



OPTION 5:
**FAIRHOPE'S
FINEST**

Option five features a plethora of coastal Fairhope life (this is one of my favs). I have them all stacked on top of each other, similar to option one, over some reeds/cat tails in the background. I like that this idea incorporates the day to day bay life as well as some iconic jubilee life.

**Black linework is for sketch purposes only*



OPTION 6:
**THE ICONIC
LOCAL**

Option six features a true Fairhope saint, the brown pelican, perched on top of a wooden post with a sun like disc behind it. This one also features some seagrass, as well as the sea horses in an arch below.

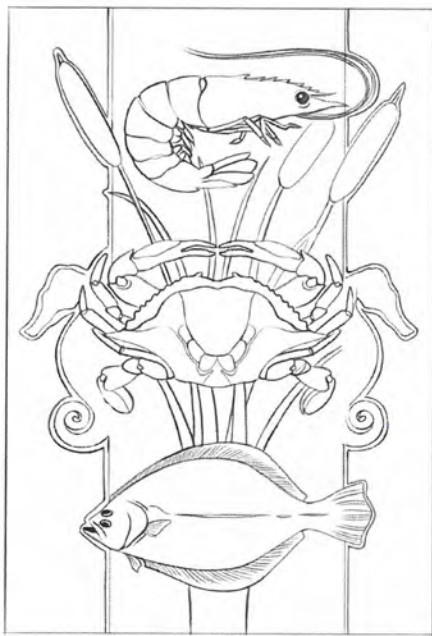
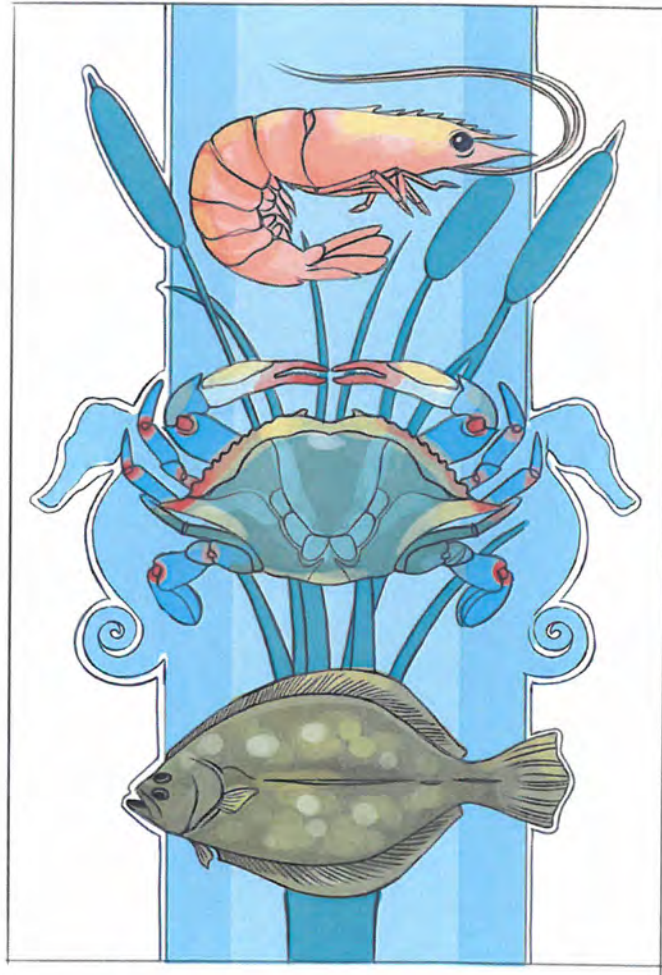
**Black linework is for sketch purposes only*



OPTION 7:
**THE JUBILEE
TOWER**

And finally, Option 7 (a household favorite) I have been affectionately referring to as the Jubilee Tower. Jubilees are so wild and unique to this area, I had to do one that featured some crowd favorites. Again, these are stacked over a tone on tone background featuring reeds/cat tails.

**Black linework is for sketch purposes only*





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illustration • murals • design

FAIRHOPE ARTS ALLEY

- fairhope, alabama -

MURAL TWO:
PROJECT PROPOSAL
& ROUGH IDEAS

MURAL PROPOSAL FOR FAIRHOPE ARTS ALLEY IN FAIRHOPE, ALABAMA, MAY 2023

THE PROJECT

The following designs are rough sketches for the second of three spots for Fairhope's Arts Alley downtown Fairhope. This Arts Alley will be a welcome addition to Fairhope's already vibrant downtown scene, and feature a beautiful sculpture from Fairhope's own Bruce Larsen.

This mural will serve as more of a photo op for citizens and tourists as it is on the ground floor of the parking garage and more accessible. The general idea of this mural is to provide more of a "postcard mural" vibe, like the classic murals in Austin and San Francisco. For this option I have two ideas fleshed out that I think would be fun: one idea is more along the lines of the classic look, and one is a little bit more of a panoramic of Fairhope, featuring the bay and some art and music.

As with before, I want to stress that these are preliminary ideas, and can be changed and edited as we see fit. I have several more ideas, but I thought these would be good to get us started as we have a lot of ground to cover. Again, once we have a design picked out, I will finalize my quotes.

THE DEVELOPMENT PROCESS

- Rough digital sketches of Mural
- Pick 1 sketches of each character and bring them to a more finalized composition
- Finalize Mural Design
- Project and sketch Mural
- Paint and finalize Mural

DELIVERABLES

- 1-2 Rough sketches of Mural
- 1 final colored sketch of Mural
- Finished Mural

PRICE ESTIMATE

Total: TBD

Price is based on based on square footage covered (Approx. 260 sq ft) supplies, required help, and location.

OPTION 1: THE CLASSIC

As the name suggests, this first idea is more along the lines of the classic post card mural.

Each letter features something about Fairhope (from left to right): Arts and Crafts, the Clock, the Library, the Bay, the French Quarter, a Sunset, Mardi Gras, and Lighting of the Trees. In the background, I have some geometric lines and some light tone on tone Fairhope Elements. Each side features a seahorse, and I thought that might be a good place for some contributors, Fairhope info. or community involvement.

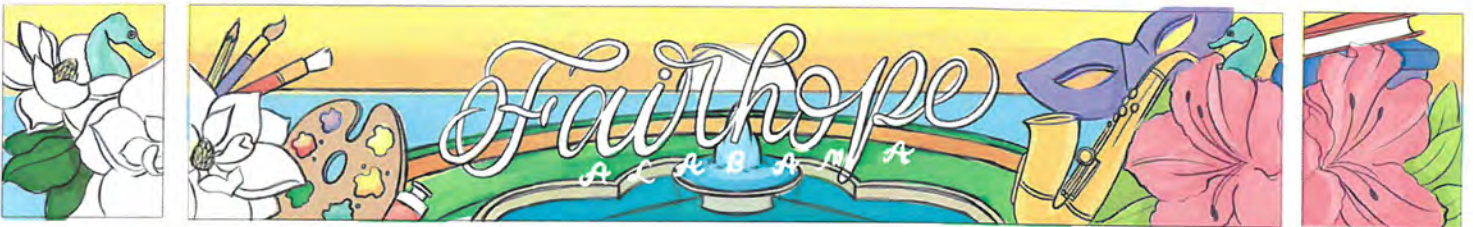
**Black linework is for sketch purposes only*



OPTION 2: THE PANORAMIC

This idea features a little more of a wide angle view of Fairhope, featuring many of the same features as the option above, but broken out and wrapped around the whole thing. I personally feel that we could add a few more things in here, like an element of the French Quarter or some food/drinks, but I think this is a good place to start.

**Black linework is for sketch purposes only*





STATEWIDE
CAMPAIGN BRIEFING
INVITATION
2023



NATIONAL FITNESS CAMPAIGN
BROUGHT TO YOU BY





WHO WE ARE

National Fitness Campaign is a San Francisco based social enterprise and consulting firm




WHAT WE DO


NFC develops public-private partnerships with cities, schools and sponsors to build healthy communities



40+ YEARS IN THE MAKING CAMPAIGN HISTORY



FITNESS COURT INVENTED
SAN FRANCISCO • STANFORD



1979



FIRST NATIONAL SPONSOR
3 COUNTRIES • 10,000 FITNESS COURTS



1980's



REDESIGNED
FOR IMPACT IN 21ST CENTURY




2012




WELCOMING 500TH
HEALTHY COMMUNITY ACROSS AMERICA



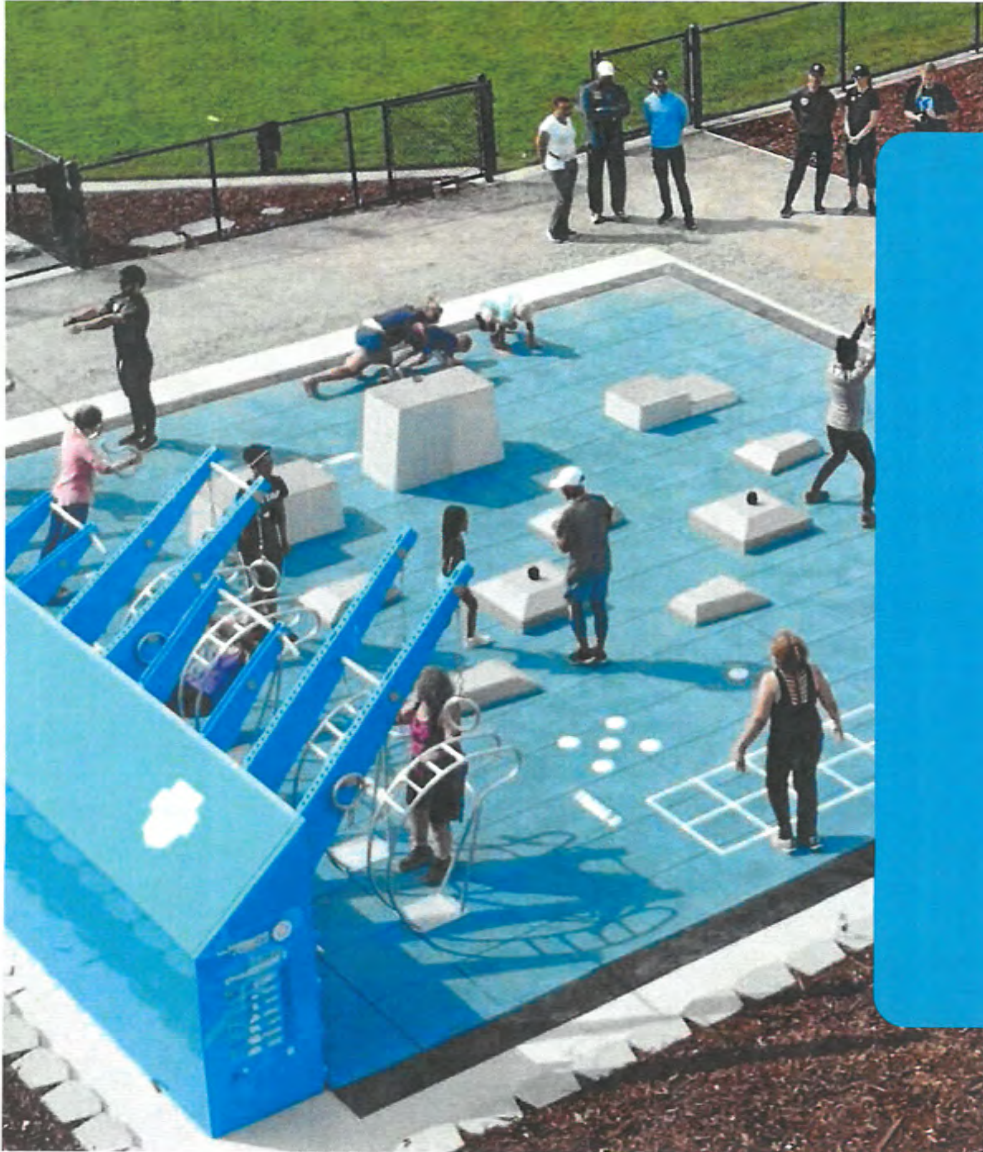
2023



NFC EXPANDS TO 10,000
COMMUNITIES WITH PARTNERS



2030's



OUR MISSION

BUILD HEALTHY COMMUNITIES



*WE MAKE WORLD CLASS
FITNESS FREE!*

CAMPAIGN OVERVIEW



**A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM**



FITNESS COURT

WORLDS BEST OUTDOOR GYM



7 MOVEMENT FULL BODY WORKOUT



CORE



SQUAT



PUSH



LUNGE



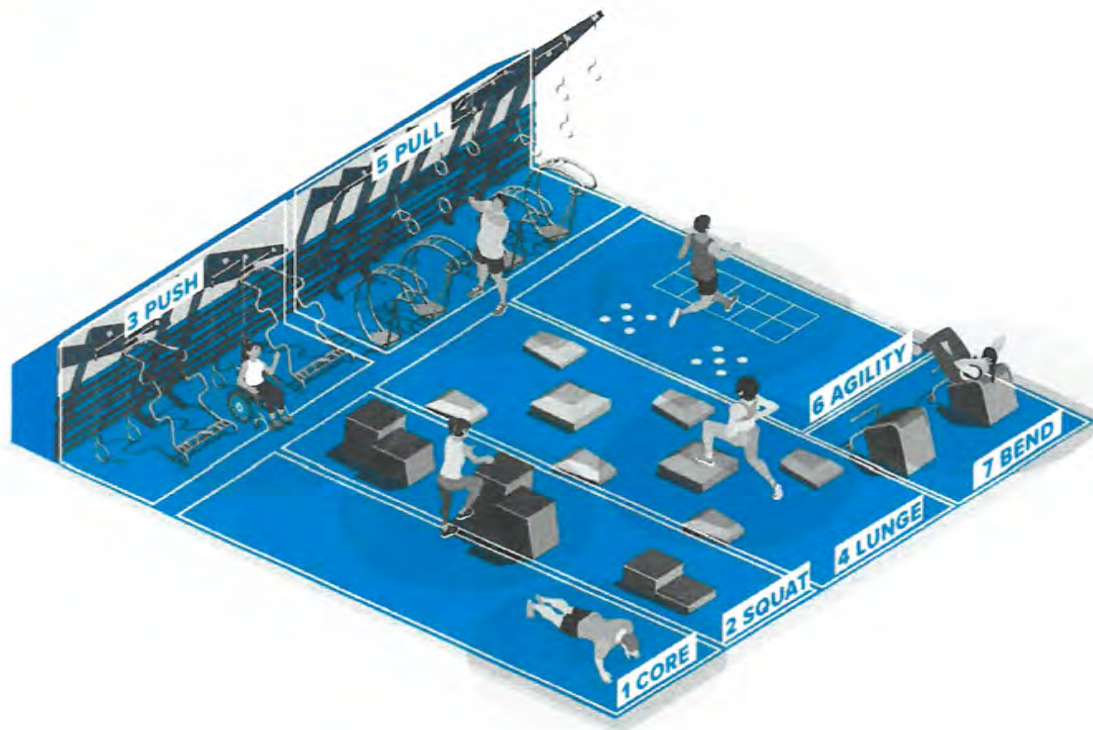
PULL



AGILITY



BEND



FITNESS COURT®

FUNCTIONAL TRAINING SYSTEM
THOUSANDS OF EXERCISES

SCIENTIFICALLY DESIGNED

7 MOVEMENT FULL BODY WORKOUTS



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY

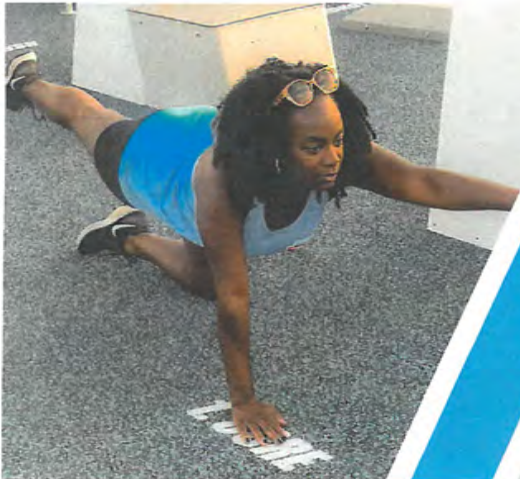


BEND



 **FITNESS COURT®**

ADULTS OF ALL AGES AND ABILITY



I am glad to see movements to improve balance.

- Carol Claybaker, Senior Resident of Janesville, WI



Download on the
App Store

GET IT ON
Google Play

FITNESS COURT APP

CAMPAIGN SERVICES

TURN KEY



**PRE LAUNCH
SUPPORT**

**AMBASSADOR
TRAINING**

MEDIA & PRESS

LAUNCH!

**FREE WORKOUTS
& GROUP CLASSES**

DATA & IMPACT

A wellness culture to engage people in healthy communities!

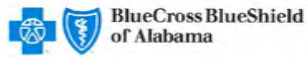
FITNESS COURT PUBLIC ART



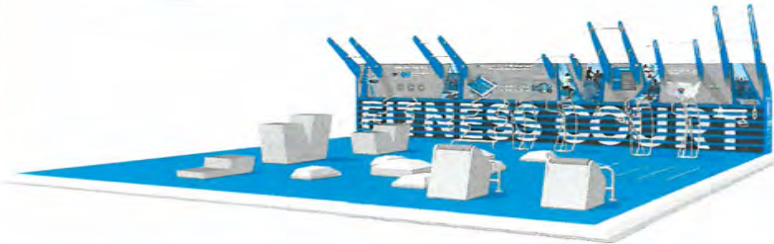
NATIONWIDE GALLERY



FITNESS COURT PUBLIC ART



FITNESS
COURTS



2023 NFC State Sponsor Art Collection

No Additional Funding Required

Each Fitness Court® is a one-of-a-kind work of art.

NFC DESIGN STUDIO

Additional Funding Required:
\$10,000



LOCAL ARTIST

Additional Funding Re
\$25,000



FEATURED ARTIST

Additional Funding Required
Available upon Request



CAMPAIGN OVERVIEW

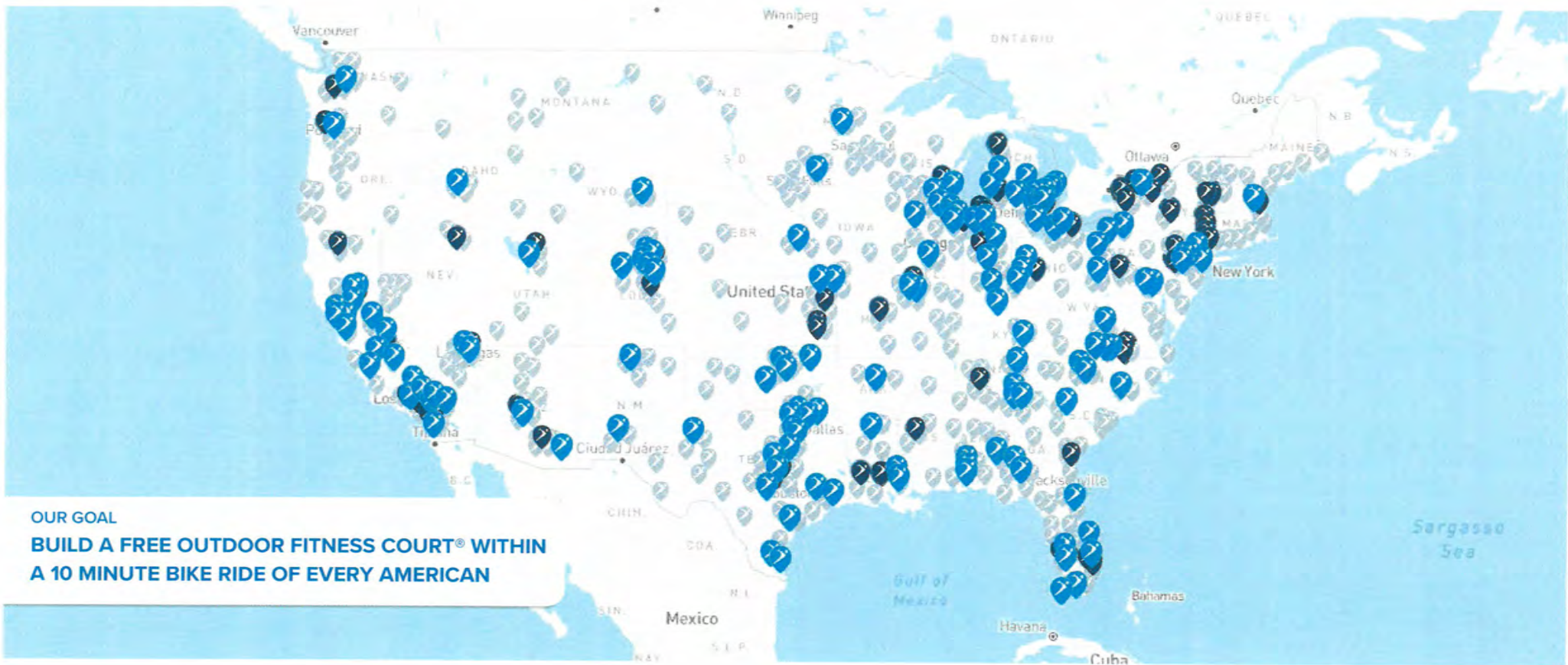


**A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM**

NFC 2023 NATIONWIDE STATUS

10,000+ Fitness Courts® coming to America by 2030

We are building the largest public private partnership in support of community wellness in America!



2023

ALABAMA STATE SPONSOR

PRESENTED BY BLUE CROSS BLUE SHIELD OF ALABAMA



Strategic Plan Adopted for Health Impact Across State

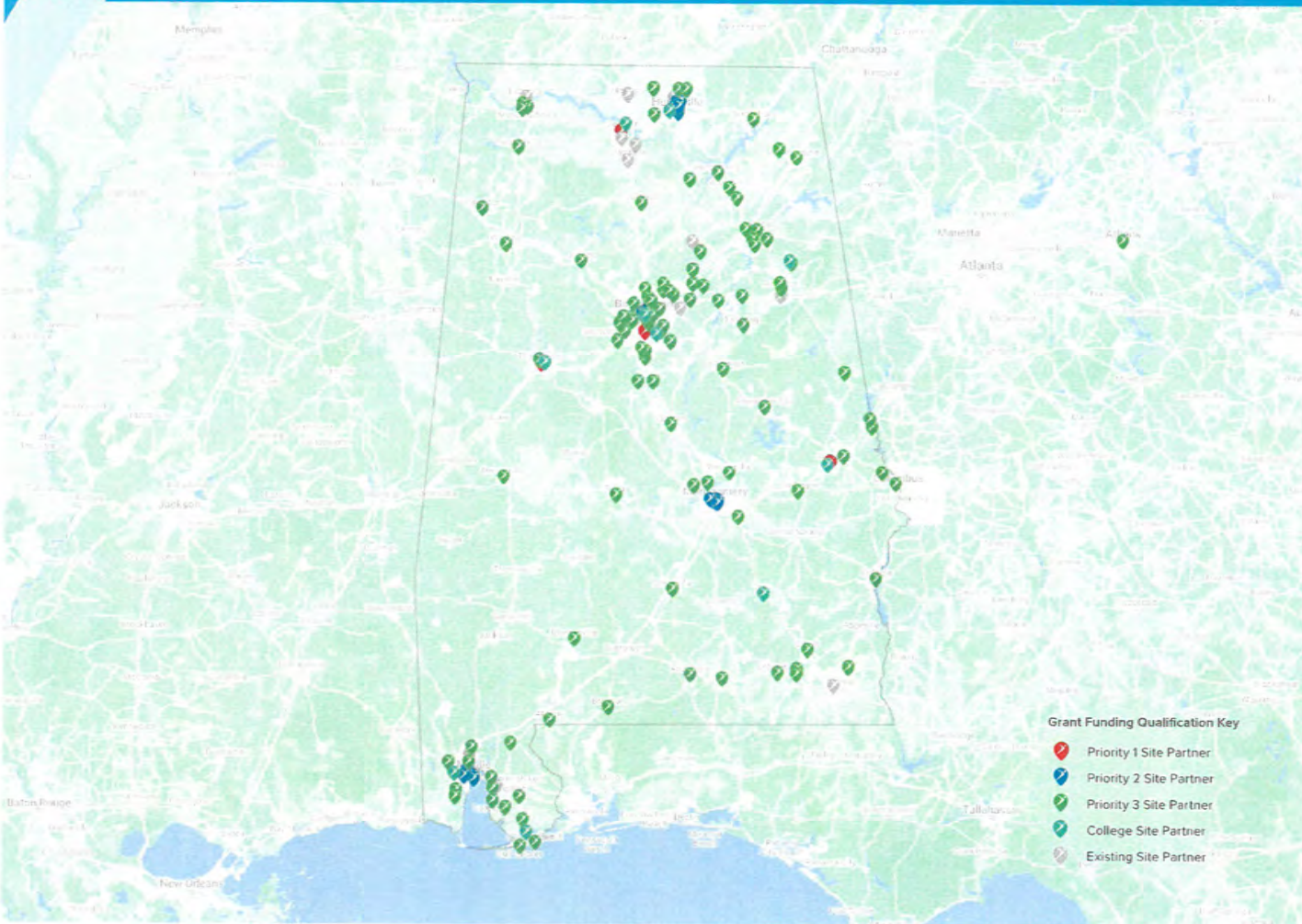
Limited funding for 10 communities in 2023



**\$500,000 in Funding Now Available
for Qualified Site Partners**

2030 Alabama Health Impact Plan

Version 1.1 Adopted Oct 2022



2030 Alabama State Health Impact Plan

In coordination with a statewide analysis of pedestrian infrastructure, communities and open space, and a public health needs assessment, NFC and BCBSAL have adopted a 2030 Partnership Master Plan to build healthy communities across the state of Alabama.

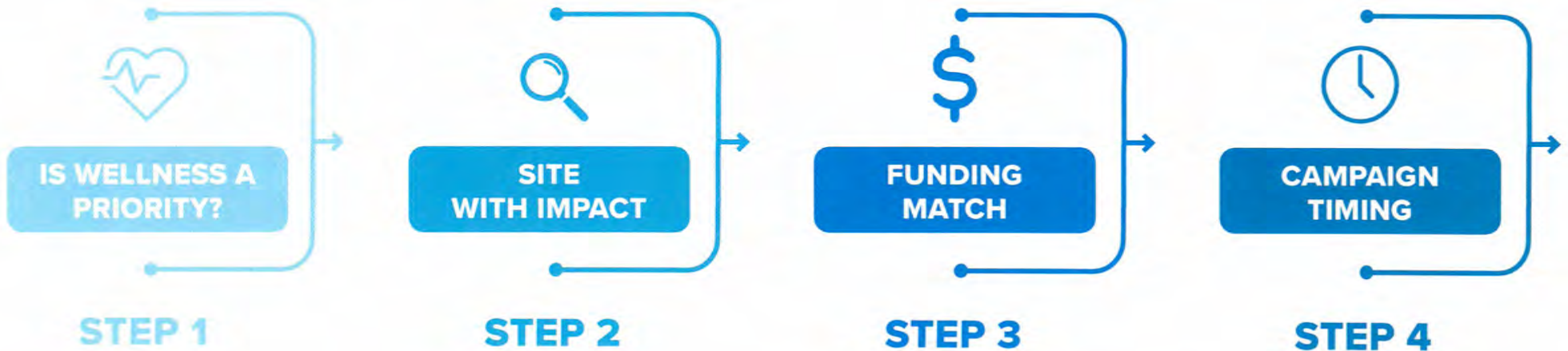
- 200 Site partners coming to Alabama by 2030
- Funding for first 50 site partners being distributed by 2025
- Multi-year grant funding and partnership applications now available for all qualification tiers
- All municipalities and schools identified are now being encouraged to qualify their community for partnership and funding



NFC GRANT REQUIREMENTS



NFC GRANT PROGRAM



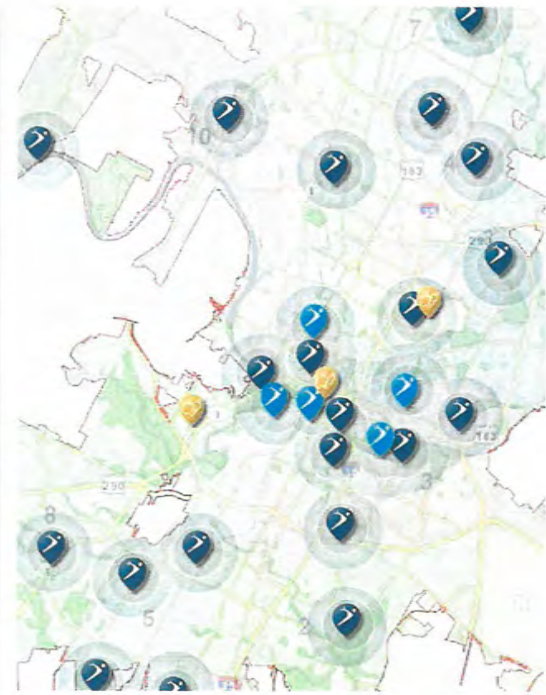
WELLNESS AS A PRIORITY

STEP 1



SITES WITH IMPACT

Feasibility Study for Fitness Court® Locations Design & Planning Consulting



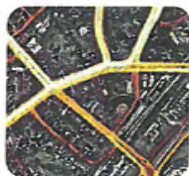
Funding support for a network of Fitness Courts to encourage pedestrian movement across the community



Walk, Bike, Run, Jog



Site Plan Integration



Pedestrian Movement Analysis

STEP 2

1

VISIBLE

Site locations must be recognizable with high visibility.



2

ACTIVE

Site locations must be heavily trafficked and centrally located.



3

CONNECTED

Site locations must be integrated with pedestrian infrastructure.



STEP 3

2023 CAMPAIGN FUNDING REQUIREMENT

NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services \$ 155,000

NFC & Blue Cross Blue Shield of Alabama Grant Funding Award (Variable Grants Available) (\$30,000-\$50,000)

Art & Custom Color Options



NFC Standard
Included



NFC Design Studio
\$10,000



Local Artist
\$25,000

OPTIONAL

NFC PROGRAM TOTAL \$ 105,000-125,000

CONCRETE SLAB

Can be performed in-house or in-kind est.\$ 0-20,000

NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court Assembly
Art & Graphic Installation
Installation Partner (separate agreement) \$ 25,000
Fitness Court installation is a specialized installation that requires expertise, proper certifications, and proven field experience
With Prevailing Wage Rates: \$27,000

TOTAL FUNDING
REQUIREMENT



**\$130,000-
\$170,000**

FINANCIAL STATEMENT DISCLOSURE

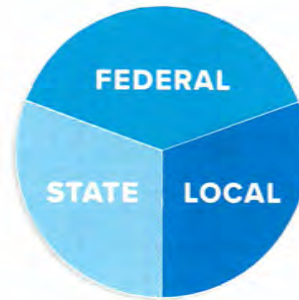
ALTERNATE FUNDING PATHWAYS



ALTERNATE FUNDING PATHWAYS NFC CONSULTATIVE SUPPORT

STEP 3

FEDERAL AND STATE FUNDING



Expert funding consulting
for eligible partners



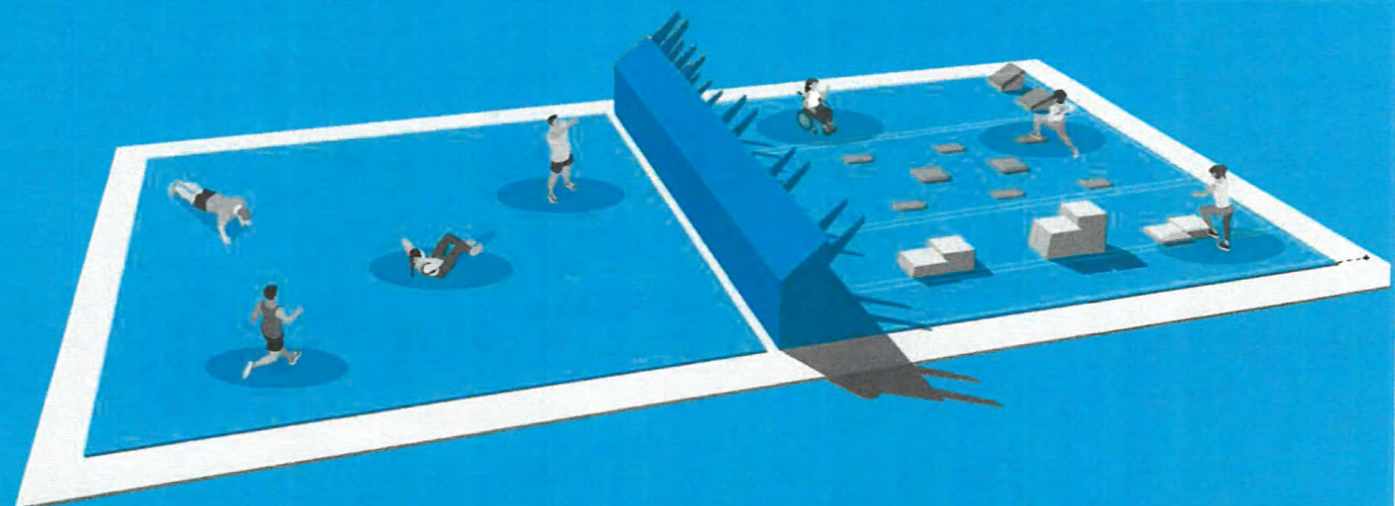
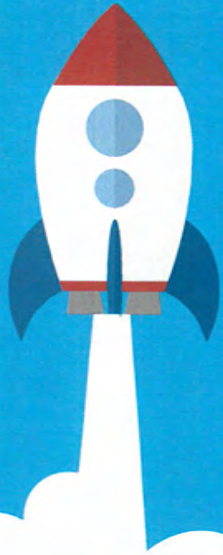
LOCAL AND REGIONAL SPONSORS





FITNESS COURT | STUDIO

LAUNCHING NATIONWIDE IN 2023

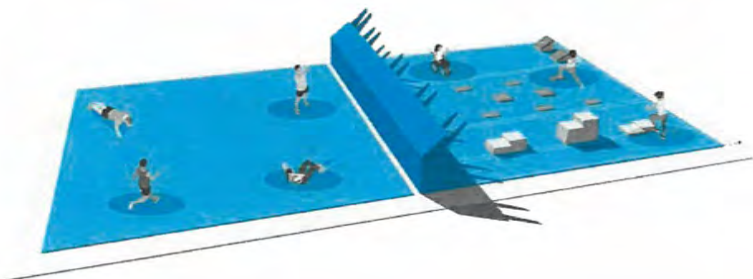


 **FITNESS COURT** | STUDIO

**FITNESS
ART
DANCE
YOGA
ZUMBA
PILATES
STRETCH**



FITNESS COURT | STUDIO



- World's first integrated outdoor gym experience with two programmable class rooms
- Over 2,000 square feet of wellness infrastructure
- Includes edge to edge art mural as studio classroom backdrop
- Compatible with existing Fitness Courts® and your Fitness Court® network

**ADDITIONAL
FUNDING REQUIRED**

\$35,000

***Limited Fitness Court Studio® programs available in each state in 2023*

CONCRETE SLAB ADDITION

Can be performed in-house or in-kind

est. \$0-20,000



Variance dependent on concrete pad installation method

**2023 GRANT APPLICATION
PERIOD NOW OPEN**



**Campaign seeking qualified applicants
able to meet the 2023 time frame for
adoption and local funding match.**

PARTNERSHIP QUALIFICATION PROCESS

PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

AWARD PHASE

- 4 Award of Grant Eligibility (*First Come, First Served for Qualified Applicants*)
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony



DISCUSSION - Q&A



STEP 1



STEP 2



STEP 3



STEP 4



NEXT STEP

Q&A

SLAB NOTES

(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)

NOTES:

CONCRETE:

1. ALL SLAB CONCRETE TO BE 4,000 PSI AT 28 DAYS (CONCRETE STRENGTH REQUIREMENT). A HIGH EARLY MIX MAY BE UTILIZED ONLY IF THE MIX DESIGN IS APPROVED BY THE ENGINEER.
2. CEMENT SHALL CONFORM TO ASTM C 150, TYPE II.
3. FINE AGGREGATE SHALL CONFORM TO ASTM C 33.
4. COARSE AGGREGATE SHALL BE GRAVEL OR CRUSHED STONE CONFORMING TO ASTM C 33. COARSE AGGREGATE FOR FLOOR SLAB SHALL NOT EXCEED 1-1/2" AT ITS MAXIMUM WIDTH.
5. WATER SHALL BE CLEAN AND FREE FROM INJURIOUS AMOUNTS OF OILS, ACIDS, ALKALIES, ORGANIC MATERIALS OR DELETERIOUS SUBSTANCES.
6. AIR ENTRAINING ADMIXTURE SHALL CONFORM TO ASTM C 260.
7. CALCIUM CHLORIDE ADMIXTURES, THIOCYANATE ADMIXTURES OR ANY ADMIXTURES CONTAINING MORE THAN 0.5% CHLORIDE IONS ARE NOT PERMITTED.
8. REINFORCING STEEL AND CONCRETE TO BE PLACED IN ACCORDANCE WITH ACI 318 LATEST EDITION.
9. THE ALLOWABLE CONCRETE SLUMP SHALL BE 3" PLUS OR MINUS 1/2" UNLESS SUPERPLASTICIZERS ARE USED. THE ENGINEER SHALL APPROVE SUPERPLASTICIZER USE.
10. AS REQUIRED BY OWNER, SLUMP TEST SHALL BE MADE IN ACCORDANCE WITH ASTM C 143.
11. NO CONCRETE SHALL BE PLACED WHEN THE ATMOSPHERIC TEMPERATURE IS BELOW 40° F WITHOUT PERMISSION OF THE ENGINEER.
12. THE ENGINEER OR THE OWNER MAY ACCEPT OR REJECT ANY WORK THAT DOES NOT MEET THE REQUIREMENTS OF THESE NOTES OR THE PROJECT DRAWINGS.
13. AS REQUIRED BY OWNER, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR TESTING THE SLUMP, AIR CONTENT, AND CONCRETE CYLINDERS.
14. AS REQUIRED BY OWNER, COMPRESSIVE STRENGTH OF THE CONCRETE CYLINDERS SHALL BE TESTED AT 3 DAYS, 7 DAYS AND 28 DAYS. APPROPRIATE NUMBER OF CYLINDERS SHALL BE COLLECTED TO PERFORM THE TESTING. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH ASTM C 39.
15. SLAB TO BE POURED IN EITHER 20 FT X 20 FT SECTIONS (MAX) OR PROVIDE 1/2" SAW CUT CONTRACTION JOINTS AT 20 FT MAXIMUM SPACING. SAW CUT JOINTS TO BE MADE AS SOON AS THE CONCRETE HAS CURED SUFFICIENTLY TO ALLOW THE WORK WITHOUT DAMAGING THE CONCRETE.
16. CONFIRM ANCHOR PLACEMENT PRIOR TO CUTTING JOINTS. ENSURE 3" CLEARANCE BETWEEN ANCHOR CENTERS AND JOINT AND CUT JOINTS AS SHOWN ON PLAN VIEW.
17. PROVIDE 4" TO 6" OF CRUSHER RUN GRAVEL AS SHOWN IN SECTION DETAIL.
18. SOIL TO BE COMPACTED TO MEET THE REQUIREMENTS OF 95% MODIFIED PROCTOR.

REINFORCEMENT

1. INSTALL SLAB REINFORCING 6 X 6 X 6/16 WELDED WIRE MESH (WWM) PLACED IN THE CENTER OF THE SLAB TO EXTEND THROUGH ENTIRE SLAB. UTILIZE SUFFICIENT NUMBER OF CHAIRS TO MAINTAIN WWM POSITION.
2. INSTALL ADDITIONAL / UPGRADED REINFORCEMENT AS REQUIRED BY LOCAL CODE.
3. REINFORCING TO BE NEW BILLET STEEL MEETING THE REQUIREMENTS OF ASTM A615 GRADE 60.
4. PROVIDE VAPOR BARRIER BELOW THE SLAB AS REQUIRED BY LOCAL CODE AND CONDITIONS.

CONCRETE FINISHING NOTES:

1. THE FINISHED CONCRETE SURFACE SHOULD BE SLOPED AWAY FROM THE WALL. THE SURFACE SLOPE SHOULD BE 1/8" PER 12".
2. THE FINISHED CONCRETE SURFACE SHOULD BE SMOOTH TO PREVENT IRREGULARITIES, ROUGHNESS, OR OTHER DEFECTS THAT WOULD AFFECT THE FINISHED FLOOR SURFACE. THE SURFACE SHOULD BE FLAT TO THE EQUIVALENT OF 3/16" OVER 10'.
3. THE FINISHED CONCRETE SURFACE SHOULD HAVE A LIGHT BROOM FINISH TO PROVIDE THE BEST SURFACE FOR COURT SURFACE ADHESION.
4. IMPORTANT: FLOORING INSTALLATIONS REQUIRE A **28 DAY CURE TIME** AFTER CONCRETE PLACEMENT. FLOORING INSTALLATIONS CAN BE ACCELERATED WITH AN APPLICATION OF "SPRAYLOCK" PRODUCT. 50P 327 OR EQUIVALENT IS REQUIRED. THE SPRAYLOCK PRODUCT WILL ALLOW FLOORING INSTALLATION AS SOON AS 14 DAYS AFTER CONCRETE PLACEMENT AND SPRAYLOCK APPLICATION. CONFIRM PRODUCT SELECTION WITH THE MANUFACTURER. APPLY SPRAYLOCK PRODUCT THE DAY OF THE CONCRETE PLACEMENT PER MANUFACTURER'S INSTRUCTIONS.

ANCHOR NOTES:

1. FIELD VERIFY ALL ANCHOR LOCATION DIMENSIONS AND PATTERNS PRIOR TO DRILLING. SEE FITNESS COURT INSTALLATION INSTRUCTIONS FOR ANCHOR LOCATIONS.
2. DRILL THROUGH TILE FLOOR (1" TILE THICKNESS) WHERE NECESSARY WITH APPROPRIATE DRILL BIT TO MATCH ANCHOR HOLE IN CONCRETE.
3. SEE ANCHOR DETAILS FOR APPLICABLE CONCRETE EMBEDMENT DEPTH AND HOLE DIAMETER.
4. STAINLESS STEEL MUST BE USED WHERE SPECIFIED.
5. COMPONENTS SPECIFIED AS HOT-DIP GALVANIZED MAY BE SUBSTITUTED WITH 304 SS COMPONENTS.
6. WHEN INSTALLING ANCHORS, TAKE CARE TO USE THREAD PROTECTORS TO PREVENT THREAD DAMAGE.

GENERAL

1. SITE PREPARATION REQUIREMENTS AND CONCRETE SLAB DESIGN SHOULD BE REVIEWED BY LOCAL CIVIL OR SOILS ENGINEER TO CONFIRM SUITABILITY BASED UPON SITE SPECIFIC NEEDS AND CONDITIONS.

THIS DOCUMENT IS PROPERTY OF NFC (THE NATIONAL FITNESS CAMPAIGN). THIS DOCUMENT CONTAINS CONFIDENTIAL AND PROPRIETARY INFORMATION AND MAY ONLY BE USED BY PERMISSION FROM NFC AND FOR THE PURPOSES AUTHORIZED BY NFC. DISCLOSURE, DUPLICATION, MODIFICATION, OR OTHER USE OF THIS DOCUMENT IS NOT PERMITTED WITHOUT THE PRIOR WRITTEN PERMISSION OF NFC.

ANCHOR BILL OF MATERIAL

| ITEM | QTY | DESCRIPTION | NOTES |
|--------------|----------|--|--------------------|
| ANCHOR A | 30 | WALL ANCHOR | SEE ANCHOR DETAILS |
| ANCHOR B | 28 | DROP-IN ANCHOR | SEE ANCHOR DETAILS |
| ANCHOR C | 48 | MECHANICAL ANCHOR | SEE ANCHOR DETAILS |
| ANCHOR EPOXY | AS REQ'D | HILTI HIT-HY 200 FOR WALL ANCHORS (SEE ANCHOR DETAILS RE: ALTERNATE EPOXY) | SEE ANCHOR DETAILS |

INSTALLATION SEQUENCE

(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)

1. REVIEW ALL DRAWINGS INCLUDING ALL NOTES TO BECOME FAMILIAR WITH SEQUENCE AND DETAILS.
2. DURING INSTALLATION SEQUENCE, REFER TO AND COMPLY WITH APPLICABLE NOTES.
3. PREPARE AREA BELOW SLAB WITH COMPACTED SOIL AND GRAVEL PER PREP SECTION DETAIL VIEW ON REINFORCEMENT / PREP DETAIL DRAWING.
4. BUILD FORMS FOR OUTER PERIMETER OF THE SLAB WITH DIMENSIONS PER SLAB PLAN AND SELECTED WIDTH OF OUTER BAND AROUND FITNESS COURT AREA.
5. INSTALL REINFORCEMENT STEEL PER THE REINFORCEMENT / PREP DETAIL DRAWING.
6. PLACE SPECIFIED CONCRETE PER THICKNESS SHOWN IN SECTION A-A OF CONCRETE SLAB PLAN & CROSS-SECTION DRAWING.
7. FINISH CONCRETE TO THE SLOPE SPECIFIED FOR DRAINAGE.
8. TILE FLOOR SHOULD BE INSTALLED PRIOR TO INSTALLING ANCHORS IN THE TILE FLOOR AREA.
9. PLACE ANCHORS PER WALL ANCHOR LOCATIONS DRAWING AND FLOOR ANCHOR LOCATIONS DRAWING AS SHOWN IN THE FITNESS COURT INSTALLATION INSTRUCTIONS. ANCHOR LOCATION DIMENSIONS ARE ORIGINATE DIMENSIONS MEASURED FROM THE UPPER LEFT CORNER OF THE TILE FLOOR. CONFIRM CORRECT DIMENSIONS ARE USED FOR PLACING ANCHORS.
10. REFER TO ANCHOR DETAILS FOR TILE DRAWING FOR ANCHOR DRILLING DIAMETER AND DEPTH.
11. **NOTE: WHEN DRILLING HOLES FOR ANCHORS, MAKE SURE THE HAMMER DRILL IS VERTICAL.**
12. DRILL HOLES IN TILE AND IN CONCRETE FOR ANCHORS USING THE METHOD(S) AS OUTLINED IN THE FITNESS COURT INSTALLATION INSTRUCTIONS FOR HOLE PLACEMENT.
13. NOTE: PLYBOX AND BEND STATION TEMPLATES WILL REQUIRE **REUSE** TO LOCATE ALL ANCHORS. REFER TO TEMPLATE NOTES IN THE FITNESS COURT INSTALLATION INSTRUCTIONS FOR DETAILS OF SUPPLIED TEMPLATES.
14. INSTALL EPOXY ANCHORS TO THE DEPTH INDICATED UTILIZING THE SPECIFIED EPOXY AND THE MANUFACTURER'S EPOXY INSTALLATION INSTRUCTIONS.
15. INSTALL MECHANICAL ANCHORS TO THE DEPTH INDICATED. **BE CAREFUL TO AVOID INSTALLING ANCHORS TOO DEEP FOR THE BEND STATIONS.**

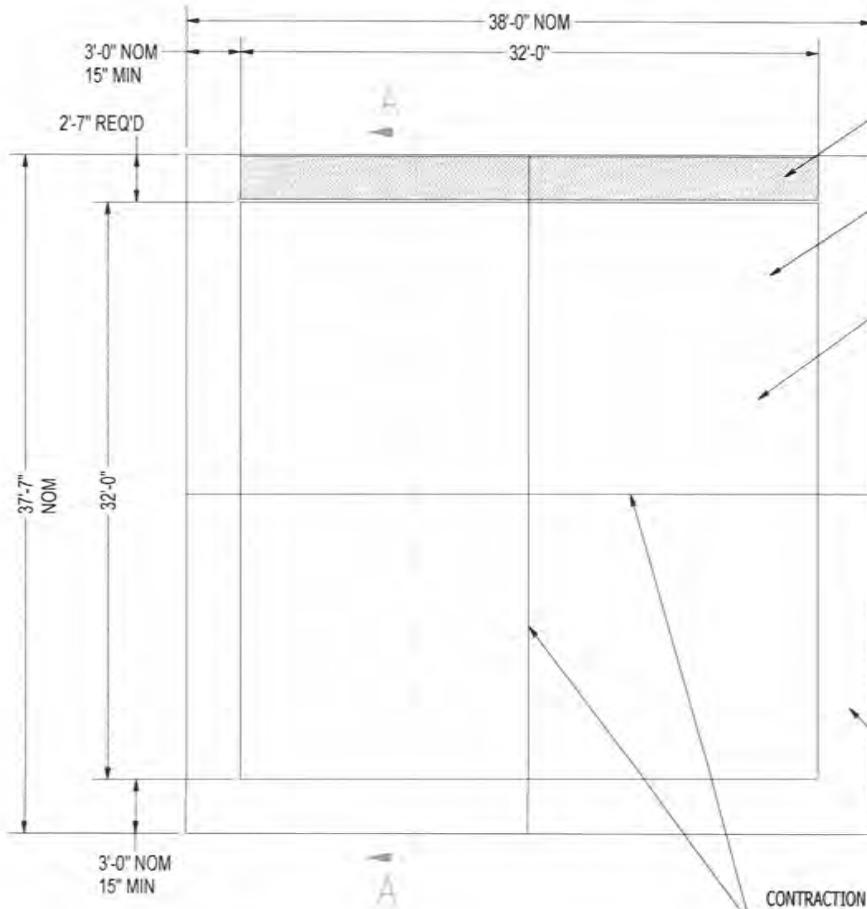


NATIONAL FITNESS CAMPAIGN
SAN FRANCISCO, CA

DATE: 3/9/2022
BY: MAXIMUS INNOVATIONS
NAME: TILE SLAB
REV: 7.2 PAGE 1/4

CONCRETE SLAB PLAN & CROSS-SECTION

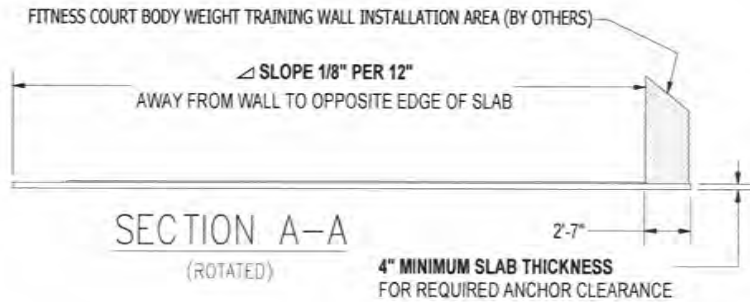
(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)



FITNESS COURT BODY WEIGHT TRAINING WALL INSTALLATION AREA (BY OTHERS).

FITNESS COURT TILED EXERCISE FLOOR AREA (BY OTHERS).

THE FINISHED CONCRETE SURFACE SHOULD BE SMOOTH TO PREVENT IRREGULARITIES, ROUGHNESS, OR OTHER DEFECTS THAT WOULD AFFECT THE FINISHED FLOOR SURFACE. THE SURFACE SHOULD BE FLAT TO THE EQUIVALENT OF 3/16" OVER 10'. THE FINISHED CONCRETE SURFACE SHOULD HAVE A LIGHT BROOM FINISH TO PROVIDE THE BEST SURFACE FOR COURT SURFACE ADHESION.



SECTION A-A
(ROTATED)

4" MINIMUM SLAB THICKNESS FOR REQUIRED ANCHOR CLEARANCE

CONTRACTION JOINTS APPROXIMATELY CENTERED (JOINTS MAY BE CUT OR SCORED)

SLAB SIZE MAY BE ADJUSTED TO PROVIDE THE BAND WIDTH SHOWN AROUND THE PERIMETER OF THE TILED COURT SURFACE. A NARROW 15" BAND MAY BE UTILIZED WITH A SHADE STRUCTURE. ANY SHADE STRUCTURE (BY OTHERS) SHALL HAVE ITS OWN INDEPENDENT FOUNDATIONS.

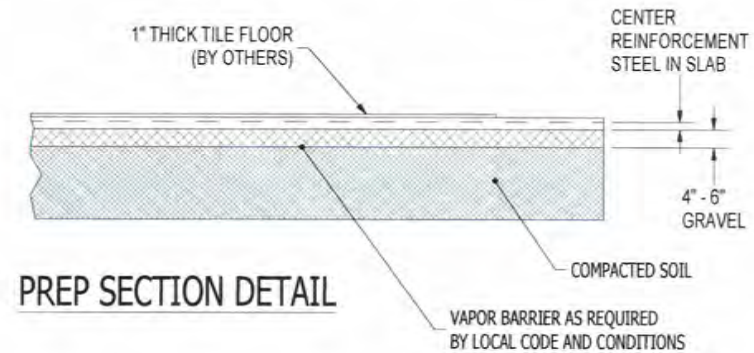
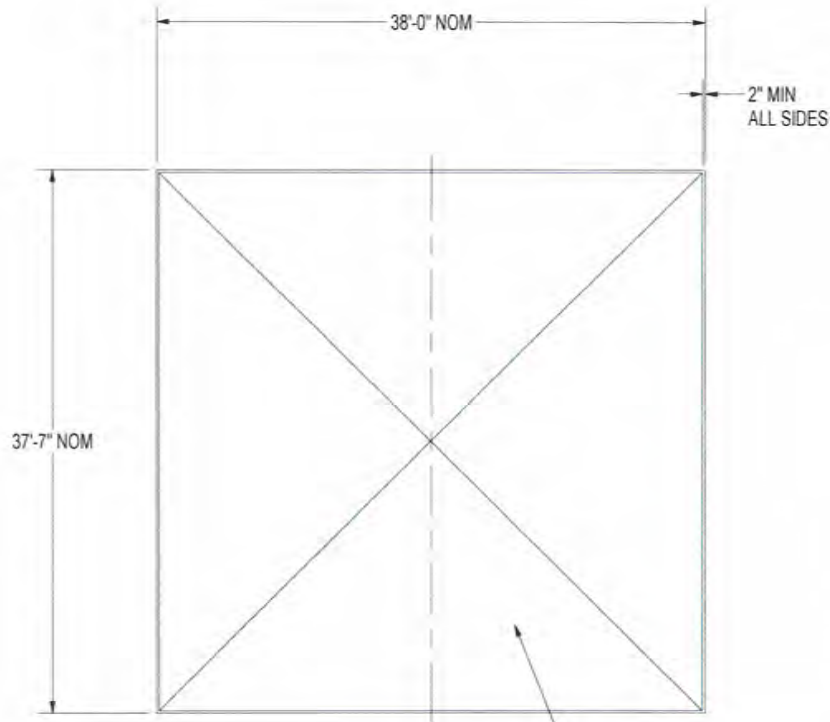
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NATIONAL FITNESS CAMPAIGN
SAN FRANCISCO, CA

DATE: 3/9/2022
BY: MAXIMUS INNOVATIONS
NAME: TILE SLAB
REV: 7.2 PAGE 2/4

REINFORCEMENT / PREP DETAIL (FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)



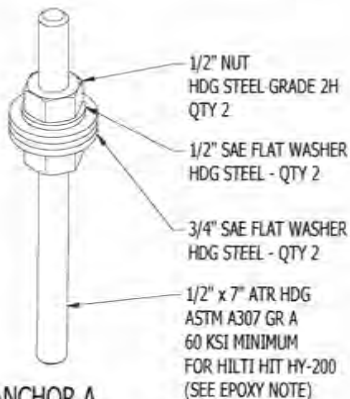
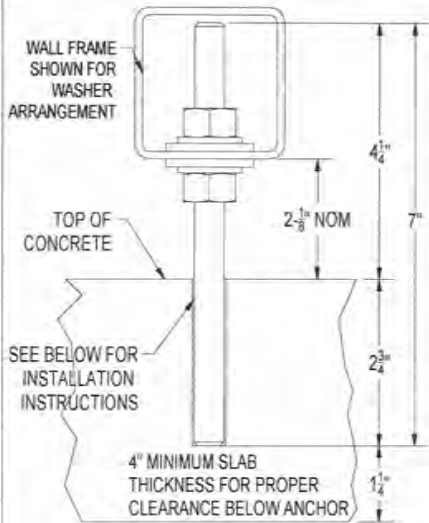
PREP SECTION DETAIL

REINFORCING TO BE 6 X 6 X 6/6 WELDED WIRE MESH (WWM) PLACED IN THE CENTER OF THE SLAB TO EXTEND THROUGH ENTIRE SLAB. UTILIZE SUFFICIENT NUMBER OF CHAIRS TO MAINTAIN WWM POSITION. INSTALL ADDITIONAL REINFORCEMENT AS REQUIRED BY LOCAL CODE.

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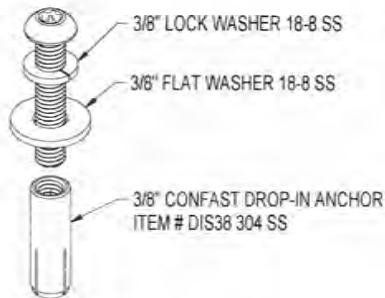
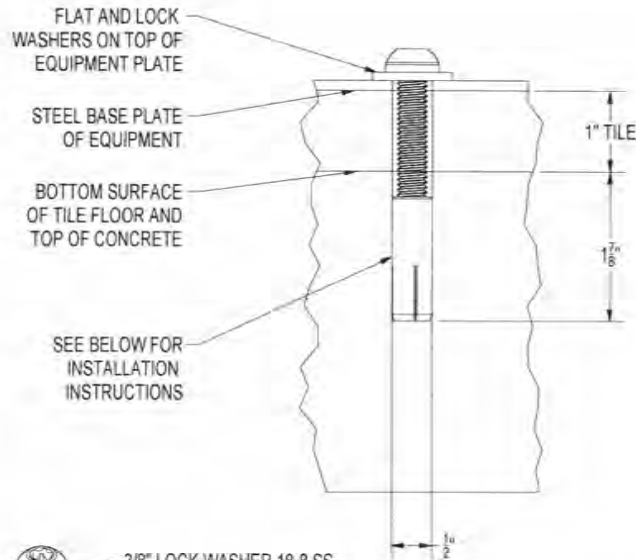
ANCHOR DETAILS FOR TILE

APPLIES TO TILE INSTALLATION ONLY.
REQUEST ALTERNATE DRAWING FOR POUR-IN-PLACE.
(ALSO SEE ANCHOR NOTES ON SLAB NOTES DRAWING)



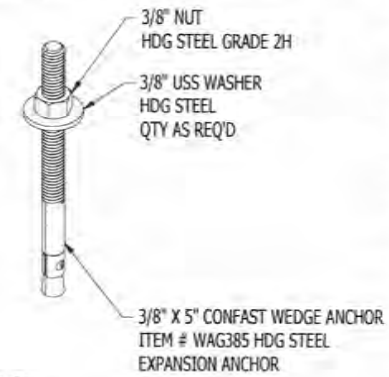
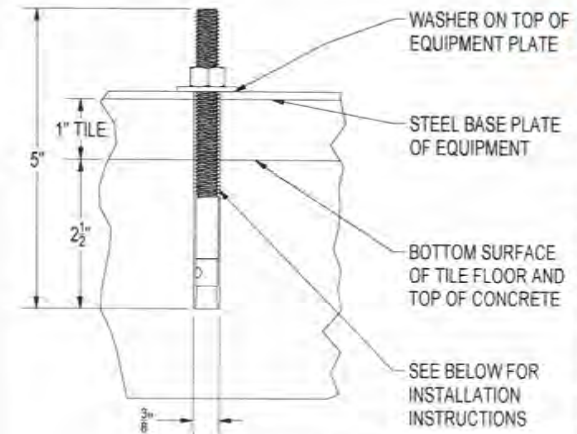
ANCHOR A
WALL ANCHOR

DRILL 9/16" HOLE IN CONCRETE FOR 2-3/4" EMBEDMENT



DRILL 1/2" HOLE IN CONCRETE FOR 1 - 9/16" EMBEDMENT

ANCHOR B
DROP-IN ANCHOR



DRILL 3/8" HOLE IN CONCRETE FOR 2-1/2" EMBEDMENT

ANCHOR C
MECHANICAL ANCHOR

ANCHOR HOLE INSTRUCTIONS

1. DRILL HOLES FOR ANCHORS TO SPECIFIED DIAMETER AND DEPTH
2. USE COMPRESSED AIR TO REMOVE CONCRETE DUST AND DEBRIS FROM HOLES PRIOR TO ANCHOR INSTALLATION
3. REFER TO FITNESS COURT INSTALLATION INSTRUCTIONS FOR ADDITIONAL ANCHOR INSTALLATION STEPS

ANCHOR A EPOXY NOTE:

ANCHOR A MUST BE INSTALLED WITH THE ANCHOR EPOXY SPECIFIED OR ACCEPTABLE ALTERNATIVE. HILTI HY-200 IS RECOMMENDED. ALTERNATE EPOXY SIMPSON SET-XP IS ACCEPTABLE FOR NEW UNCRACKED CONCRETE ONLY. ALTERNATE EPOXY SIKA ANCHORFIX-2 IS ACCEPTABLE FOR NEW, UNCRACKED CONCRETE ONLY. FOLLOW EPOXY MANUFACTURER'S INSTALLATION PROCEDURES.

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NATIONAL FITNESS CAMPAIGN
SAN FRANCISCO, CA

DATE: 3/9/2022
BY: MAXIMUS INNOVATIONS
NAME: TILE SLAB
REV: 7.2 PAGE 4/4

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 26 JUNE 2023 - 6:00 P.M. – CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 12 June 2023 Regular City Council Meeting and minutes of 12 June 2023 Work Session.
2. Resolution – Appointment of Municipal Judge – Haymes Snedeker
The Honorable C. Joseph Norton, Circuit Judge, 28th Judicial Circuit, State of Alabama
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Application for Package Store License by Melissa B. Lane, Lane Beckner, LLC, d/b/a Kathy’s Package Store located at 18153 Wright Blvd., Fairhope, AL 36532.
6. **Final Adoption** – Ordinance – Annexation – Celebration Church, Inc. f/k/a Fairhope Assembly of God Church, Inc. property located at 8180 Dyer Road, Fairhope, Alabama. Tax Parcel 46-02-09-0-000-009.000 (PPIN 50796) containing 5.00 acres, more or less. (Introduced at the June 12, 2023 City Council Meeting.)
7. **Final Adoption** - Ordinance – An Ordinance repealing and replacing Ordinance No. 1520 an Ordinance Allocating the Funds Collected from The City of Fairhope’s Sales and Use Tax. (Introduced at the June 12, 2023 City Council Meeting.)
8. **Final Adoption** – An Ordinance amending Ordinance No. 1385 known as the City of Fairhope’s Sales and Use Tax Ordinance; and repealing and replacing Ordinance No. 1521, Section 6. Use of Proceeds. (Introduced at the June 12, 2023 City Council Meeting.)
9. Ordinance – An Ordinance amending Ordinance No. 522 and repealing and replacing Ordinance No. 1727 Parking Authority; Section 20-31: adding (c) The Parking Authority or Committee may remove any member who misses more than (2) consecutive meetings.
10. Resolution – That Petiole Drive within the City limits will be accepted for maintenance by the City of Fairhope from the Baldwin County Highway Department.
11. Resolution – That the public improvements indicated herein for Hill Top Subdivision, Phase II are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Two Hands Design & Development, LLC.
12. Resolution – That the City of Fairhope approves procurement of Maintenance and Repair Services for the Electric Department SCADA to Electric Machine Control, Inc. with a budgeted not-to-exceed cost of \$70,000.00.

13. Resolution – That the City of Fairhope approves the procurement of Survalent Technologies Software Support/Maintenance for the Electric Department SCADA System from Survalent Technology, Inc. (#28129) as Sole Source Supplier with a budgeted not-to-exceed cost of \$39,971.00.
14. Resolution – That the City of Fairhope approves the procurement of materials to rebuild the screen at the Wastewater Treatment Plant for the Wastewater Department from Veolia Water Technologies Canada, Inc. (#4415) as the Sole Source Supplier with a budgeted not-to-exceed cost of \$35,997.70.
15. Resolution - That the City of Fairhope approves the procurement of Internet Service for the Fairhope Police Department Greeno Road Annex from Southern Light, LLC dba Uniti Fiber (#23279) for a not-to-exceed annual cost of \$5,940.00.
16. Resolution – That the City Council approves to reclassify one Water Technician I (Grade 6) to Utility Intern Position (Grade 3) for three months; and then revert back to a Water Technician I position.
17. Resolution – That the City of Fairhope authorizes submission of a grant application to Blue Cross Blue Shield National Fitness Campaign requesting an FY2023 Fitness Grant in the amount of \$40,000.00; and authorizes Mayor Sullivan to sign the required grant documents on behalf of the City.
18. Application for Restaurant Liquor License by Christopher Cullen, El Barrio Fairhope, LLC d/b/a Nini Squares, located at 451 Magnolia Avenue, Fairhope, AL 36532.
19. Street & Traffic Control Committee recommendations from the June 6, 2023 meeting:
 - Three-way stop installed at Gayfer Avenue and Blue Island.
 - Temporary speed bumps to be installed on Nichols Avenue just west of Hester Street (South Entrance to Hawthorne Glenn).
 - Removal of previously installed speed bumps on South Ingleside Street between Fairhope Avenue and Morphy Avenue.
 - Change Pine Street between Fairhope Avenue and Bancroft Street to a one-way street traveling East.
20. Public Participation – (3 minutes maximum)
21. Executive Session – To discuss imminent or potential litigation.
22. Adjourn

Next Regular Meeting – Monday, July 10, 2023 – Same Time Same Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 12 June 2023.

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

There being a quorum present, Council President Robinson called the meeting to order. The invocation was given by Pastor William Parsons of Redeemer Lutheran Church, and the Pledge of Allegiance was recited.

Council President Robinson announced Agenda Item Number 12 was being pulled at the request of Shaka Beach Volleyball.

Councilmember Burrell moved to approve minutes of the 22 May 2023, regular meeting with the correction in the heading from “Monday” to “May” due to autocorrect error; and minutes of the 22 May 2023, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and recognized Mayor Jim Nix in attendance who served the City for 28 years. She spoke regarding the following items:

- 1) Congratulated IT Director Jeff Montgomery who passed the test for Certified Information Systems Security Professional.
- 2) Mentioned the 3 Mil Tax and Fairhope East Elementary School funding request.
- 3) Stated Agenda Item Number 13 should be Water and Wastewater Project Supervisor.
- 4) Commented we are working on the 2023 Budget.

No one spoke during Public Participation for Agenda Items.

12 June 2023

Councilmember Burrell moved for final adoption of Ordinance No. 1775, an ordinance to amend Zoning Ordinance No. 1253 and to rezone the property of Clifford Street and Jean Street as Trustees of the Street Living Trust Dated July 27, 2005 to rezone property from R-1, Low Density Single-Family to Highway Transitional District (HTD). The property is approximately 3.54 acres and is located on the west side of Greeno Road. (Introduced at the May 22, 2023 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, and Boone. NAY - None.

Councilmember Boone introduced in writing an ordinance to annex the Celebration Church, Inc. f/k/a Fairhope Assembly of God Church, Inc. property located at 8180 Dyer Road, Fairhope, Alabama. Tax Parcel 46-02-09-0-000-009.000 (PPIN 50796) containing 5.00 acres, more or less. Planning Director Hunter Simmons stated the lot frontage will continue to be on Dyer Road. Due to lack of a motion for immediate consideration, this ordinance will layover until the June 26, 2023 City Council meeting.

Councilmember Burrell introduced in writing an ordinance to repeal and replace Ordinance No. 1520 an Ordinance Allocating the Funds Collected from The City of Fairhope's Sales and Use Tax. Council President Robinson explained this increases the Rainy Day Fund from \$7,000,000.00 to \$10,000,000.00. Councilmember Burrell commented this does not affect the City's Sales and Use Tax. Due to lack of a motion for immediate consideration, this ordinance will layover until the June 26, 2023 City Council meeting.

Councilmember Boone introduced in writing an ordinance to amend Ordinance No. 1385 known as the City of Fairhope's Sales and Use Tax Ordinance; and to repeal and replace Ordinance No. 1521, Section 6. Use of Proceeds. Due to lack of a motion for immediate consideration, this ordinance will layover until the June 26, 2023 City Council meeting.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is authorized to sign and execute any necessary and appropriate documents so that the City of Fairhope and Fairhope Airport Authority can receive the Airport Terminal Program grant for the site work and construction of a 4,000 square foot terminal building at H. L. "Sonny" Callahan Airport subject to the Board of Directors of Fairhope Airport Authority approving a resolution for same and committing to pay required matching portions. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Councilmember Burrell explained the two grants. He stated the City is a sponsor for the Fairhope Airport Authority which is why the Mayor executes the documents.

12 June 2023

RESOLUTION NO. 4764-23

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRHOPE,
ALABAMA, APPROVING AND AUTHORIZING THE CITY TO ENTER INTO
A GRANT AGREEMENT WITH THE FEDERAL AVIATION
ADMINISTRATION FOR THE CONSTRUCTION OF A NEW AIRPORT
TERMINAL AT H. L. "SONNY" CALLAHAN AIRPORT (KCQF)**

WHEREAS, the United States of America acting through the Federal Aviation Administration under the "Bipartisan Infrastructure Law – Airport Terminals Program," has offered to pay an approximately \$2,000,000.00 (with the final amount to be determined after submission of the grant application) for the construction of a new airport terminal building at H. L. "Sonny" Callahan Airport (KCQF), which will generally include site development and the construction of a 4,000 square foot terminal building;

WHEREAS, the grant funding will include payment by the FAA for 95% of the site development cost, and 76% of the construction cost of the terminal building itself;

WHEREAS, the *estimated* cost of matching funds that will be required to complete the site development and construction of the terminal building is \$700,000.00;

WHEREAS, the matching funds required to complete construction in accordance with the approved plans and specifications for the terminal building shall be the responsibility of Fairhope Airport Authority;

WHEREAS this offer of the Federal Aviation Administration is contingent upon the sponsor's submission of an appropriate grant application and subsequent acceptance of the grant agreement in accordance with its terms, namely and including, among others, the "Airport Sponsor Assurances" included as part of the Grant Agreement;

WHEREAS, the City of Fairhope continues as a sponsor of the H. L. "Sonny" Callahan Airport due in part to a funding agreement between the City and Fairhope Airport Authority related to a portion of the H. L. "Sonny" Callahan Airport property;

WHEREAS, the deadline date for the submission of the application is **June 30, 2023**, and the deadline for the execution of the applicable Grant Agreement is not later than **August 31, 2023**;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, in a regular meeting of the City Council, that the Mayor is hereby authorized to sign and execute any necessary and appropriate documents (to include, without limitation, the grant application due on or before June 30, 2023 and, if the grant is awarded, the final grant agreement) so that the City of Fairhope and Fairhope Airport Authority can receive the Airport Terminal Program grant for the site work and construction of a 4,000 square foot terminal building at H. L. "Sonny" Callahan Airport.

12 June 2023

This Resolution is subject to the Board of Directors of Fairhope Airport Authority, prior to June 30, 2023, adopting and approving a resolution acknowledging the City Council's authorization to submit the grant application, and the Authority committing to pay, in full, all required matching portions that will be required under the subsequent grant agreement (including site development and construction costs).

Adopted this the 12th day of June, 2023.

Jay Robinson, Council President
City of Fairhope, Alabama

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information with agreement being for a period of three (3) years. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4765-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute a Reciprocal Agreement between The City of Fairhope and the Baldwin County Commission for exchanging information relating to tax returns and/or tax information. This agreement shall be for a period of three (3) years.

Adopted on this 12th day of June, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 June 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is authorized to execute an Indemnity Agreement between Oak Hollow Farm Inc. and the City of Fairhope for the City's Christmas Party for City Employees at the "Barn" on Friday, December 8, 2023. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4766-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute an Indemnity Agreement between Oak Hollow Farm Inc. and the City of Fairhope for the City's Christmas Event for City Employees at the "Barn" on Friday, December 8, 2022, from 12:00 p.m. to 3:30 p.m.

DULY ADOPTED THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution with job description with name changed to Water and Wastewater Project Supervisor, a resolution that the City Council approves the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to fund the (Water and Wastewater Project Supervisor – Grade 11) position; and the job description and grade of pay the same. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

*

*

12 June 2023

RESOLUTION NO. 4767-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to add the following job position; the City Council approves the Job Description and Grade of Pay for same; and to fill with appropriate person within the Paygrade.

| Addition: | Job Position | Grade of Pay |
|------------------|---------------------------------------|---------------------|
| | Water & Wastewater Project Supervisor | 11 |

ADOPTED THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell moved to amend the resolution to add number 3 "Reimbursement of Certification Fee for new Lifeguards up to \$250.00 with proof of payment for same." Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution as amended, a resolution that the City Council approves and adopts the following recommendations received by Mayor Sherry Sullivan for pay increases for Lifeguards and Lifeguard II due to the job market regarding these positions. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

*

*

12 June 2023

RESOLUTION NO. 4768-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves and adopts the following recommendations received by Mayor Sherry Sullivan for pay increases for Lifeguards and Lifeguard II due to the job market regarding these positions:

- 1) Increase the pay of any employee classified as a Seasonal or Part-Time Lifeguard making under \$11.00 per hour by \$4.00 effective immediately; and
- 2) Increase the pay of a Lifeguard II by \$1 per hour.
- 3) Reimbursement of Certification Fee for new Lifeguards up to \$250.00 with proof of payment for same.

Lifeguards are classified as a Grade 3 with a pay range from \$10.21 - \$18.94.

ADOPTED THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes and approves hiring a new mechanic to allow current mechanic, who is retiring at the end of the month, to work with and train the new employee prior to leaving. Temporary position will expire upon retirement of current mechanic. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

12 June 2023

RESOLUTION NO. 4769-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves the hiring of the new Mechanic to allow the current Mechanic (Pay Grade 7), who is retiring at the end of the month, to work with and train the new employee prior to his leaving. This will be beneficial to the City as well as the new hire. The temporary position will expire upon retirement of the current Mechanic.

ADOPTED THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and authorizes Mayor Sherry Sullivan to execute a price increase for the Altec Bucket Truck with a not-to-exceed cost of \$12,156.00 to Altec Industries, Inc. through Sourcewell Contract 012418-ALT. The new contract total will not-to-exceed \$294,783.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4770-23

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

[1] That City Council approves and authorizes Mayor Sherry Sullivan to execute a price increase for the Altec Bucket Truck with a not-to-exceed cost of \$12,156.00 to Altec Industries, Inc. through Sourcewell Contract 012418-ALT. The new contract total will not-to-exceed \$294,783.00.

[2] Truck originally approved and ordered on Resolution No. 4051-21 on April 12, 2021. Due to supply issues, delivery of truck did not happen until May 2023.

12 June 2023

[3] Price of the bucket truck increased due to materials costs. The following price changes have occurred:

- Mounted Hydraulic Capstain decrease \$4,945.00 to \$4,563.00
- Additional Surcharge for materials cost increase: \$12,538.00

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid 23-024) Wastewater Treatment Plant SCADA Integration to Automation Control Service, LLC (ACS) with a total bid proposal not-to-exceed \$129,500.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4771-23

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 (Bid No. 23-024) Wastewater Treatment Plant SCADA Integration at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, one (1) bid was received and tabulated as follows:

| | |
|---------------------------------------|--------------|
| Automation Control Service, LLC (ACS) | \$129,500.00 |
|---------------------------------------|--------------|

[3] After evaluating the bid with the required specifications, Automation Control Service, LLC (ACS) is now awarded (Bid No. 23-024) for Wastewater Treatment Plant SCADA Integration with a total bid proposal not-to-exceed \$129,500.00.

12 June 2023

[4] Project was budgeted in FY2022 for \$100,000.00. Contractor did not complete work. FY2022 budget was not rolled over into FY2023.

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves procurement of two (2) Electric Vehicle Charging Stations for the Electric Department to Gresco through the Sourcewell Contract 051017-CP1; and does not have to be let out to bid. The total cost not-to-exceed \$134,026.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4772-23

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

[1] That the City of Fairhope has voted to approve the procurement of two (2) Electric Vehicle Charging Stations for the Electric Department from Gresco through Sourcewell Contract 051017-CP1; and therefore does not have to be let out to bid. The total cost not-to-exceed \$134,026.00.

[2] City of Fairhope was awarded grant funds from the Alabama Department of Economic and Community Affairs (ADECA) Energy Division for this procurement.

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

12 June 2023

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves procurement of Four (4) Steel Roll Up Shop Doors for the Electric Department Barn to Bailey Door, Inc. with a budgeted not-to-exceed cost of \$44,968.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4773-23

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

[1] That the City of Fairhope did solicit quotes for the procurement of Four (4) Steel Roll Up Shop Doors for the Electric Department Barn.

[2] After evaluating the quotes with the required specifications, Bailey Door, Inc. is now awarded the procurement of Four (4) Steel Roll Up Shop Doors with a budgeted not-to-exceed cost of \$44,968.00.

[3] Total new building project budgeted for \$155,000.00

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves procurement and installation of Storm Panels for the Nix Center to StormTech Shutter Systems, LLC with budgeted not-to-exceed cost of \$22,462.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

12 June 2023

RESOLUTION NO. 4774-23

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

[1] That the City of Fairhope did solicit quotes for the Procurement and Installation of Storm Panels for the Nix Center.

[2] After evaluating the quotes with the required specifications, StormTech Shutter Systems, LLC is now awarded the Procurement and Installation of Storm Panels for the Nix Center with a budgeted not-to-exceed cost of \$22,462.00.

ADOPTED ON THIS 12TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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

- 1) John Elliott addressed the City Council with concerns with Drag Show in front of children. Mr. Elliot stated he did not attend the show but looked at videos from other events. He told the City Council to refuse any Drag Shows where children are present.
- 2) Mayor Jim Nix, 415 Myrtle Street, addressed the City Council and stated he has not been here since October 2020. He suggested once a quarter to have Public Participation for people at home.
- 3) Amanda Webb addressed the City Council and read a statement on behalf of Sarah Fischer. Ms. Webb said she was at the Drag Show event and the youngest person there was in his 20's and it was a private event. She thanked the City Council for providing services and said the Saturday event celebrated families of LGBTQ. Ms. Webb commented there were 800 to 1,000 people who came to this event.

12 June 2023

- 4) Bob (Chris) Saxon addressed the City Council and spoke against the Pride events. He read an article regarding Olympia, Washington and said you need to worry about “in the name of acceptance.” He commented in about 10 years Olympia was dead because of “in the name of acceptance.” Mr. Saxon told the City Council to think about what he read.
- 5) Aubrey Wakeley, 886 Lake View Drive, addressed the City Council and stated he appreciates the clear-eyed response they gave for these events. He said you must permit these events or be considered unconstitutional. Mr. Wakeley told the City Council they were dealing with the latest moral panic. He commented Fairhope was built on acceptance; and bigotry has no place in the world or our community. He thanked the City Council for their help and working with these matters.
- 6) Kelly Rogers addressed the City Council and yielded her time to Rebecca Watson who lives at 124 Fig Avenue and said she moved to Fairhope approximately one year and three months. Ms. Watson said she lived in Washington 16 years prior; and saw her City die; and fled to Fairhope. She commented children are being brainwashed; and need to have a childhood. Ms. Watson spoke against gays and children being involved in and exposed to adult themed events. She told the City Council they need to make rules; and, if it does not stop, there will be a war.
- 7) Keppler Popovich, 207 Driftwood Drive, addressed the City Council and said he did not have a childhood not being accepted. Mr. Popovich said he grew up in Fairhope and attended both middle and high school here. He mentioned a club that could not meet as a group at school because we were not accepted for our existence. Mr. Popovich said the purpose of “Pride” is for acceptance and existence not for brainwashing.
- 8) Mariana Key, 358 South School Street, addressed the City Council and mentioned House Bill Number 401; and she read the definition that was proposed to be added as Section 22 Sexual Conduct: paragraph c. Ms. Key stated that the City Council that their hearts should be pure and honest. She was against the Pride events too; and said God desires a pure heart.
- 9) Kate Nelson Dooley, 100 Perry Court in Daphne, addressed the City Council and stated she comes the “Color Fairhope with Pride” every year. Ms. Dooley said she is a Social Worker who works with attachment and emotional well-being. She commented she brought her 10 year child to “Color Fairhope with Pride” which is where he can see other families like his. Ms. Dooley said she has been to Drag Shows and are nothing like what was stated here. She said it is wonderful singing and tips.

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

12 June 2023

There being no further business to come before the City Council, the meeting was duly adjourned at 6:53 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA) (
 ;
COUNTY OF BALDWIN) (
 ;

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 12 June 2023.

Present were Council President Jay Robinson, Councilmembers: Jack Burrell (arrived at 4:33 p.m.) and Kevin Boone, Mayor Sherry Sullivan, Attorney Marion E. Wynne (arrived at 5:05 p.m.), and City Clerk Lisa A. Hanks. Councilmembers Corey Martin and Jimmy Conyers, and City Attorney Marcus E. McDowell were absent.

Council President Jay Robinson called the meeting to order at 4:33 p.m.

The following topics were discussed:

- The first item on the agenda was the Legislative Update by Representative Jennifer Fidler. She mentioned the upcoming Town Hall meetings. Representative Fidler briefly discussed the following items adopted by State Legislators: tax cuts on groceries; paid off the debt to Alabama Trust Fund; competitive bid limit raised to \$30,000.00 with increases with CPI; hourly employees overtime not taxed on gross income tax with sunset clause; public works bid limit raised to \$100,000.00; adoption streamlined; boxes for unwanted babies; no loitering on State roads or right of ways; and ARPA Funds can be used for stormwater projects.

Councilmember Burrell requested Representative Fidler to look into a central clearinghouse for bids for municipalities, counties, and the State to help with advertising needs. He said for competitive bids with hopes of getting more than one bid. Representative Fidler also mentioned the retirees COLA has been extended for Cities to fund; and the cell phone bill. Council President Robinson thanked her for being here and for what she does.

- The next item on the agenda was the Presentation by Dr. Lynn Yonge on the Fairhope Project of the Old Substation at Young Street and Nichols Street. Dr. Yonge stated he met with Professor Fluker and looked at the site. He mentioned they liked the idea of a brick drive; and use the senior students from "Design and Build." Dr. Yonge commented that Mayor Sullivan met with Professor Fluker. Dr. Yonge said the Mapp Family will donate for this project; and he will donate towards project. He stated this is feasible and a great improvement for the community.
- Councilmember Burrell mentioned the resolution on the City Council agenda for the Fairhope Airport Authority new terminal; and asked for support.

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

- Planning Director Hunter Simmons addressed the City Council regarding Agenda Items No. 5 and No. 6; and answered any questions if needed. He commented that the lot frontage for Celebration Church property will continue to be on Dyer Road.

Monday, 12 June 2023

Page -2-

- Water and Wastewater Superintendent Jason Langley addressed the City Council regarding Agenda Item No. 17; and answered any questions if needed.
- Electric Superintendent Ben Patterson addressed the City Council regarding Agenda Items No. 16, No. 18, and No. 19; and answered any questions if needed.
- Recreation Director Pat White addressed the City Council regarding Agenda Items No. 12 and No. 14; and answered any questions if needed. Mayor Sullivan stated that Shaka Beach Volleyball requested Agenda Item No. 12 be pulled from the agenda. It was mentioned that each Lifeguard pays for his/her own certification that cost \$140.00 dollars. The City Council suggested reimbursement of the certification fee with proof of payment.
- Mayor Sullivan addressed the City Council regarding Agenda Items No. 7, No. 8, and No. 20; and answered any questions if needed.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:31 p.m.

Jay Robinson, Council President

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that **HAYMES SNEDEKER** is hereby appointed as Municipal Judge. The term of the Municipal Judge shall serve a two-year term (July 1, 2023 – July 1, 2025) and until a successor is elected by the council and qualified. Section 12-14-30, Code of Alabama, 1975.

ADOPTED 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

OATH OF OFFICE

MUNICIPAL JUDGE

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)
 :
CITY OF FAIRHOPE)

I, **HAYMES SNEDEKER**, solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Alabama, so long as I continue a citizen thereof; and that I will faithfully and honestly discharge the duties of the office of Municipal Judge upon which I am about to enter, to the best of my ability, so help me God.

(Signed) _____
Haymes Snedeker

Sworn to and subscribed before me this 26th day of June, 2023.

(Signed) _____
C. Joseph Norton
Circuit Judge
28th Judicial Circuit
State of Alabama



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

MAR 21 '20 4:40 JAW

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Melissa B. Lome SSN# _____
 AGE 57 DATE OF BIRTH _____ PLACE OF BIRTH Cedar Rapids, Iowa
 MAILING ADDRESS 17361 Phillips PL Fairhope, AL 36532
 HOME # 337-278-9551 WORK # 251-621-2211
 CELL # 337-278-9551 FAX # _____
 RESIDENCE ADDRESS 17361 Phillips PL Fairhope, AL 36532
 NO. YEARS AT PRESENT ADDRESS 6 NO. YEARS AT PREVIOUS ADDRESS 1
 PREVIOUS ADDRESS 111 Melonie Lind Monroe AL 36526
 NAME AND ADDRESS OF BUSINESS Kathy's Package Store

NAME OF CORPORATION Lome Beckner LLC
 BUSINESS LOCATION 18153 Wright Blvd. Fairhope, AL 36532
 HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes
 IF SO, WHERE Daphne UNDER WHAT NAME Kathy's Package
 HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____
 WHEN _____ WHAT WAS CHARGE _____
 DISPOSITION _____

LIST THREE REFERENCES:

| NAME | ADDRESS | PHONE NUMBER |
|-----------------|----------------------------|--------------|
| Mary Jernigan | 4830 Wharf Pkwy O.B. | |
| Cassie Whitley | 7004 Stone Chase Ln G.S. | |
| Maryanne Doland | 116 Prescence Blvd. Laf.H. | |

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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

Melina B. Lane
SIGNATURE (FULL NAME)

5/30/23
DATE

NOT APPROVED BY _____ DATE _____
 APPROVED BY [Signature] DATE 6/6/23
 Chief of Police

NOT APPROVED BY COUNCIL _____ DATE _____
 City Clerk
 APPROVED BY COUNCIL _____ DATE _____
 City Clerk

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

GULF COAST MEDIA

PO Box 1677 • Sumter, SC 29150
GulfCoastMedia.com

The Courier, The Islander
The Onlooker & The Baldwin Times
Office: 251-943-2151 • Legals: 251-345-6805

PROOF OF PUBLICATION STATE OF ALABAMA • BALDWIN COUNTY

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

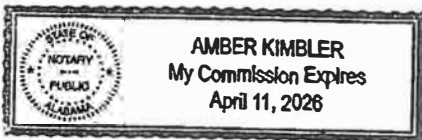
06/14/2023, 06/21/2023

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

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

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

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 11, 2026



Sworn and subscribed to on 06/21/2023.

MELISSA B. LANE -- (LANE BECKNER)
Acct#: 1003920
Ad#: 345124
Kathys Package MC App#276820230602090614459395
Amount of Ad: \$77.00
Legal File# Kathys Package

Notice of Public Hearing Pending Application for Approval of Issuance of an Alcoholic Beverage License

Notice is hereby given that Melissa B. Lane, Lane Beckner, LLC doing business as Kathys Package Store, located at 18153 Wright Blvd., Fairhope, AL 36532 has made application to the Fairhope City Council to approve the issuance of a Package Store License by the Alabama Alcoholic Beverage Control Board and that the 26th of June, 2023, at 6:00 p.m. has been set for the hearing thereof at the Fairhope City Council meeting, 161 North Section Street, City Administrative Building. Any interested persons may appear at said time and place and be heard for or against the granting of such approval.

Lisa A. Hanks, MMC
City Clerk

June 14-21, 2023

ORDINANCE NO. _____

WHEREAS, CELEBRATION CHURCH, INC. f/k/a FAIRHOPE ASSEMBLY OF GOD CHURCH, INC., the owner of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is located at 8180 Dyer Road, Fairhope, Alabama.

LEGAL DESCRIPTION:

TAX PARCEL 46-02-09-0-000-009.000 (PPIN 50796)

Lot Sixteen (16) in Subdivision of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) and the West Half (W 1/2) of the Southwest Quarter (SW 1/4) of Section 9, Township 6 South, Range 2 East, as per plat recorded in Book 4, Page 277, Probate Records of Baldwin County, Alabama, containing five (5) acres, more or less.

This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

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

Adopted and approved this 26th day of June, 2023.

By: _____
Jay Robinson, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 26th day of June, 2023.

By: _____
Sherry Sullivan, Mayor



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

PETITION FOR ANNEXATION

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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

The subject land is delineated on the map attached hereto as EXHIBIT B 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 _____
Concurrent with Annexation. (Zoning Request)

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

[Signature]
Signature of Petitioner

Johnny Hunt for Celebration Church, Inc.
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 8180 Dyer Rd

Petitioner's Current Physical Address:
8180 Dyer Rd
Fairhope, AL 36532

Petitioner's Current Mailing Address:
8180 Dyer Rd
Fairhope AL 36532

Telephone Number(s): 318-773-8945
Home

251-928-0343
Work

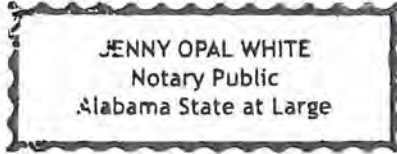
Tax Parcel ID Number: 50796

Size of Property: 4.33 Acres

I, Jenny Opal White a Notary Public in and for said State and County, hereby certify that Johnny Hunt 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 2nd day of June, 2023,

(Seal)



Jenny Opal White
Notary Public
My commission expires _____

My Commission Expires
September 13, 2023

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 _____

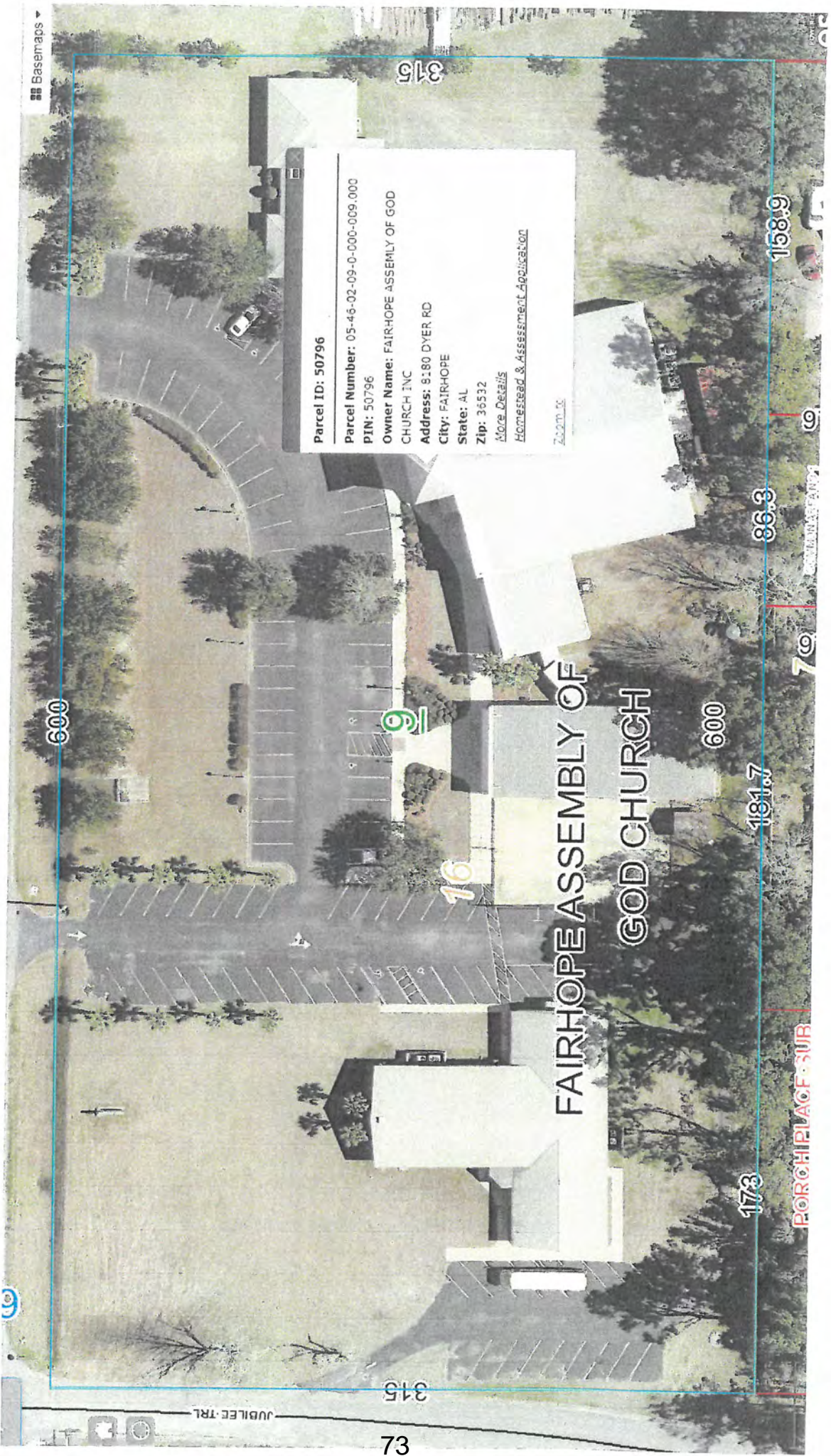
I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day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

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

(Seal)

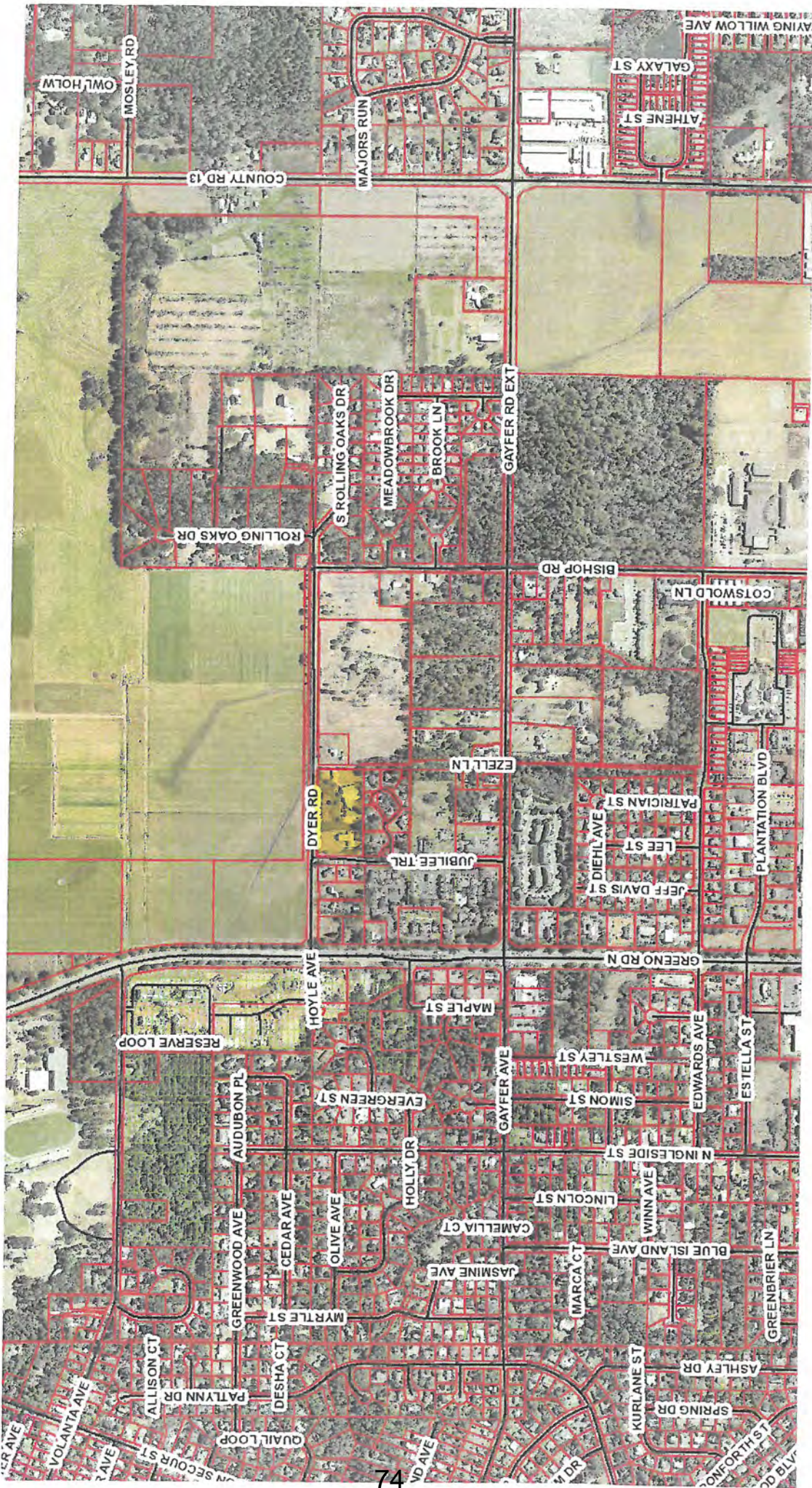
Notary Public

My commission expires _____



Parcel ID: 50796
 Parcel Number: 05-46-02-09-0-000-009.000
 PIN: 50796
 Owner Name: FAIRHOPE ASSEMBLY OF GOD CHURCH INC
 Address: 8180 DYER RD
 City: FAIRHOPE
 State: AL
 Zip: 36532
[More Details](#)
[Homestead & Assessment Application](#)

FAIRHOPE ASSEMBLY OF
 GOD CHURCH



ORDINANCE NO. _____

AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 1520, AN ORDINANCE ALLOCATING
THE FUNDS COLLECTED FROM
THE CITY OF FAIRHOPE'S SALES AND USE TAX

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

Section 1. That the Treasurer for the City of Fairhope is hereby instructed and empowered to receive and deposit any funds collected in the future as Sales and Use Tax receipts according to the following distribution:

1. Deposit one-half (1/2) of each month's Sales and Use Tax receipts into the General Fund Operating Account, for operations of the General Fund.
2. Deposit any amount of the remaining one-half (1/2) of each month's Sales and Use Tax receipts necessary to maintain the Sales Tax Reserve Account balance of \$10,000,000.00.
3. In months when the Sales Tax Reserve Account is \$10,000,000.00, the remaining one-half (1/2) of each month's Sales and Use Tax receipts is to be deposited as follows:
 - a. Deposit one-half (1/2) into a General Fund Reserve Account, specifically designated as General Fund Debt Pre-payment Account. Funds in this General Fund Debt Pre-payment Account are to be used for pre-payment of existing debt of the General Fund or General Fund operations as set forth in Section 3.
 - b. Deposit one-half (1/2) into a Capital Projects Fund, specifically designated as Infrastructure Improvement Special Account. Funds in this Infrastructure Improvement Special Account are to be used only for improvements to City streets, sidewalks, parks, and buildings, as approved by vote of the City Council.

Section 2. During the budget process, the City Council will review and decide if any additional debt principal reduction will be made during the next fiscal year. If additional debt principal reduction is agreed upon, the City Treasurer will move the necessary amount into the General Fund Debt Pre-payment Account which will decrease the funds going into the Capital Projects Fund for that year.

Section 3. During the budget process, the City Council will decide if any additional debt principal reduction for the Utilities by reducing transfers from the Utilities to the General Fund will be made during the next fiscal year. To offset the reduction of transfers from the Utilities, the portion of the Sales and Use Tax revenue that is restricted in the General Fund Debt Pre-payment Account can be used for General Fund operations up to the amount of the reduction. If additional debt principal reduction is agreed upon, a statement with the reduction amount will be included in the resolution adopting the budget for that year.

Ordinance No. _____
Page -2-

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

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

ADOPTED AND APPROVED THIS 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED AND APPROVED THIS 26TH DAY OF JUNE, 2023

Sherry Sullivan, Mayor

ORDINANCE NO. 1520

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 1384 AND ORDINANCE NO. 1459,
AN ORDINANCE ALLOCATING THE FUNDS COLLECTED FROM
THE CITY OF FAIRHOPE'S SALES AND USE TAX**

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

Section 1. That the Treasurer for the City of Fairhope is hereby instructed and empowered to receive and deposit any funds collected in the future as Sales and Use Tax receipts according to the following distribution:

1. Deposit one-half (1/2) of each month's Sales and Use Tax receipts into the General Fund Operating Account, for operations of the General Fund.
2. Deposit any amount of the remaining one-half (1/2) of each month's Sales and Use Tax receipts necessary to maintain the Sales Tax Reserve Account balance of \$7,000,000.00.
3. In months when the Sales Tax Reserve Account is \$7,000,000.00, the remaining one-half (1/2) of each month's Sales and Use Tax receipts is to be deposited as follows:
 - a. Deposit one-half (1/2) into a General Fund Reserve Account, specifically designated as General Fund Debt Pre-payment Account. Funds in this General Fund Debt Pre-payment Account are to be used for pre-payment of existing debt of the General Fund or General Fund operations as set forth in Section 3.
 - b. Deposit one-half (1/2) into a Capital Projects Fund, specifically designated as Infrastructure Improvement Special Account. Funds in this Infrastructure Improvement Special Account are to be used only for improvements to City streets, sidewalks, parks, and buildings, as approved by vote of the City Council.

Section 2. During the budget process, the City Council will review and decide if any additional debt principal reduction will be made during the next fiscal year. If additional debt principal reduction is agreed upon, the City Treasurer will move the necessary amount into the General Fund Debt Pre-payment Account which will decrease the funds going into the Capital Projects Fund for that year.

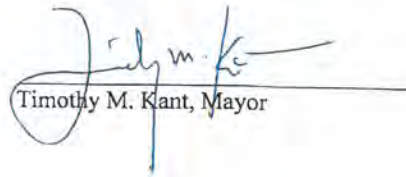
Section 3. During the budget process, the City Council will decide if any additional debt principal reduction for the Utilities by reducing transfers from the Utilities to the General Fund will be made during the next fiscal year. To offset the reduction of transfers from the Utilities, the portion of the Sales and Use Tax revenue that is restricted in the General Fund Debt Pre-payment Account can be used for General Fund operations up to the amount of the reduction. If additional debt principal reduction is agreed upon, a statement with the reduction amount will be included in the resolution adopting the budget for that year.

Ordinance No. 1520
Page -2-

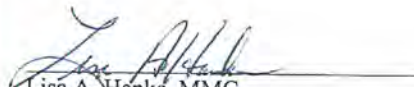
Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs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


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

ADOPTED AND APPROVED THIS 29TH DAY OF SEPTEMBER, 2014


Timothy M. Kant, Mayor

ATTEST:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1520 Published in
FAIRHOPE COURIER
on Wednesday, October 22, 2014
 City Clerk

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1385 AND
TO REPEAL AND REPLACE ORDINANCE NO. 1521
KNOWN AS THE CITY OF FAIRHOPE'S
SALES AND USE TAX ORDINANCE

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

The ordinance known as the City of Fairhope's Sales and Use Tax Ordinance (No. 1385), adopted 27 April 2009, is hereby amended in respect to the certain sections below and all other sections within this ordinance remain as written and adopted:

Section 6. Use of Proceeds. The proceeds from the tax herein levied remaining after payment of the costs of collecting said tax, including all charges of the administration for such collection and paid over to and received by the City of Fairhope shall be distributed according to Ordinance No. _____, an ordinance for allocating the funds collected from the City of Fairhope's Sales and Use Tax, adopted and approved on June 12, 2023 by the City Council.

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

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

ADOPTED AND APPROVED THIS 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED AND APPROVED THIS 26TH DAY OF JUNE, 2023

Sherry Sullivan, Mayor

ORDINANCE NO. 1521

AN ORDINANCE AMENDING ORDINANCE NO. 1385
AND REPEALING ORDINANCE NO. 1460
KNOWN AS THE CITY OF FAIRHOPE'S
SALES AND USE TAX ORDINANCE

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

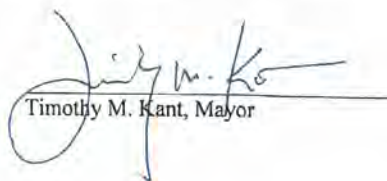
The ordinance known as the City of Fairhope's Sales and Use Tax Ordinance (No. 1385), adopted 27 April 2009, is hereby amended in respect to the certain sections below and all other sections within this ordinance remain as written and adopted:

Section 6. Use of Proceeds. The proceeds from the tax herein levied remaining after payment of the costs of collecting said tax, including all charges of the administration for such collection and paid over to and received by the City of Fairhope shall be distributed according to Ordinance No. 1520, an ordinance for allocating the funds collected from the City of Fairhope's Sales and Use Tax, adopted and approved on September 29, 2014 by the City Council.

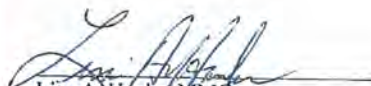
Severability. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs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

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

ADOPTED AND APPROVED THIS 29TH DAY OF SEPTEMBER, 2014


Timothy M. Kant, Mayor

ATTEST:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1521 Published in
FAIRHOPE COURIER
on Thursday, October 7, 2014
 City Clerk

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ORDINANCE NO. 522 AND
TO REPEAL AND REPLACE ORDINANCE NO. 1727
PARKING AUTHORITY**

**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, Ordinance No. 522, Chapter 20, Article II, Parking, Section 20-31; ~~-Same—Created~~; membership, qualifications, terms are hereby amended to reflect the following changes and additions:

Amend the following:

Section 20-31. ~~-Same—Created~~; membership, qualifications, terms.

(a) There is hereby created a Parking Authority or Parking Committee by the City Council with respect to the development, creation, operation, and general supervision of any and all matters related to public parking. Said Parking Authority or Committee shall be composed of seven (7) members. All such members shall be either a resident of Fairhope, own a business in the Central Business District of Fairhope or be employed by an educational institution adjacent to the Central Business District.

(b) All members of the Parking Authority or Committee shall serve for terms of four (4) years.

(c) The Parking Authority or Committee may remove any member who misses more than two (2) consecutive meetings.

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

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

ADOPTED AND APPROVED THIS 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED AND APPROVED THIS 26TH DAY OF JUNE, 2023

Sherry Sullivan, Mayor

Lisa A. Hanks, MMC

From: Stephanie Hollinghead
Sent: Thursday, June 15, 2023 3:49 PM
To: Lisa A. Hanks, MMC
Subject: Parking Authority Meeting

Good Afternoon

The Parking Authority Committee met on June 5, 2023, and unanimously voted to amend the Parking Authority By-Laws. The amendment would be to add a section providing them the authority to remove any Parking Authority Committee member who misses more than 2 consecutive meetings.

Chief Stephanie Hollinghead

Fairhope Police Department

251-928-2385

Stephanie.hollinghead@fairhopeal.gov

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ORDINANCE NO. 522

AN ORDINANCE, TO PROVIDE FOR THE PLANNING, DESIGN, LOCATION, FINANCING, ACQUISITION OF PROPERTY FOR, CONSTRUCTION, ALTERATION, ENLARGEMENT, USE, MAINTENANCE, OPERATION, AND FOSTERING OF OFF-STREET AUTOMOBILE PARKING FACILITIES IN THE CITY OF FAIRHOPE; AND TO CREATE A PARKING AUTHORITY OR PARKING COMMITTEE, PROVIDING FOR ITS MEMBERSHIP, AUTHORITIES AND DUTIES.

SECTION 1: It is hereby determined and declared that in the City of Fairhope the free circulation of traffic of all kinds through the streets of said City is necessary to the health, safety and general welfare of the public; that in recent years, the greatly increased use by the public of motor vehicles of all kinds has caused serious traffic congestion in the streets of said City; that the parking of motor vehicles in the streets has contributed to this congestion; that such congestion prevents the free flow of traffic in, through and from the City of Fairhope and impedes the rapid and effective fighting of fires and disposition of its Police Force, threatens irreparable loss in the values of urban property within the City which can no longer be readily reached by vehicular traffic and endangers the health, safety and welfare of the general public; that this traffic congestion is not capable of being adequately abated except by provisions of sufficient off-street parking facilities; that adequate off-street parking facilities have not been provided and parking spaces now existing must be forthwith supplemented by off-street parking facilities provided by public undertaking; and that the enactment of the provisions of this Ordinance is hereby declared to be a public necessity, which said Ordinance is enacted by authority of a Special Act of the Legislature known as Act No. 1133, and approved by the voters of the municipality of the City of Fairhope, Fairhope, Alabama by special referendum held on December 18, 1973.

SECTION 2: There is hereby created a Parking Authority or Parking Committee by the Mayor and City Council of the City of Fairhope with respect to the development, creation, operation and general supervision of any and all matters related to public parking. Said Parking Committee shall be composed of seven (7) members, and all such members shall be residents of the City of Fairhope, Alabama and over the age of 21 years.

Insofar as is nearly mathematically possible, of the members first appointed under this Ordinance, one-third shall be appointed for a term of two years, one-third for a term of three years and one-third for a term of four years. Thereafter, all members of the Committee or Parking Authority shall serve for terms of four years.

SECTION 3: The Parking Authority or Parking Committee created by this Ordinance, is hereby authorized and empowered to acquire, receive, take and hold, whether by purchase, gift, lease, devised, (or condemnation but only after being approved by resolution of the Mayor and Council of the City of Fairhope), or otherwise, property of every description, whether real, personal or mixed, and to manage said property and to develop any undeveloped property owned, leased or controlled by such Parking Authority for the purposes hereinafter set out; to execute such contracts and other instruments and to take such other actions as may be necessary and convenient to carry out the provisions of this Ordinance or to exercise the power granted hereunder; to plan, establish, acquire, construct, enlarge, improve, maintain, equip, operate and regulate and protect the said Parking Facilities.

SECTION 4: The Parking Authority or Parking Committee created hereunder shall see to the maintenance of said Parking Facility or Facilities, and carry all proper insurance (including liability insurance), with the respect thereto, the estimated costs of maintaining the Parking Facility in good repair and keeping it properly insured.

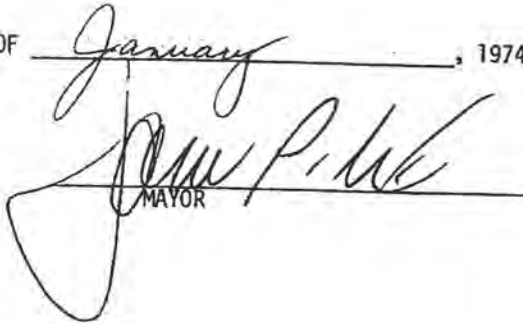
SECTION 5: The Parking Authority or Parking Board created hereunder, shall use the revenue for the rentals of the Parking Facility or Facilities, to pay the costs of the acquisition of the said property, to pay the costs of maintaining the Parking Facility or Facilities and keeping the same in good repair and keeping the property insured, and any net revenues over and above the said costs of acquisition of properties and the maintenance and operation of the Facility or Facilities and insurance for same, shall be paid over to the City of Fairhope, to its general fund.

SECTION 6: All property and income of the Authority shall be exempt from all State, County, Municipal and other local taxation; provided, however, this exemption shall not be construed to exempt concessionaires, licensees, tenants, operators or lessees of or on any Parking Facility owned by the Authority for the payment of any taxes, including license or privilege taxes levied by the State, County or any Municipality in the State.

SECTION 7: If any Section, provision, or clause of this Ordinance shall be declared invalid or unconstitutional, by any Court of competent jurisdiction, such declaration shall not affect the part or parts which remain.

This Ordinance shall become effective upon its due adoption, and publication as required by law.

ADOPTED THIS THE 28th DAY OF January, 1974.


MAYOR

ATTEST:


CITY CLERK

ORDINANCE NO. 1727

**AN ORDINANCE TO AMEND ORDINANCE NO. 522:
CREATION OF A PARKING AUTHORITY OR
PARKING COMMITTEE AND ITS MEMBERSHIP,
QUALIFICATIONS, AND TERMS**

**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, Ordinance No. 522, Chapter 20, Article 11, Parking, Section 20-31: -Same—Created; membership, qualifications, terms is hereby amended to reflect the following changes and additions:

Amend the following:

Section 20-31. -Same—Created; membership, qualifications, terms.


(a) There us hereby created a Parking Authority or Parking Committee by the City Council with respect to the development, creation, operation, and general supervision of any and all matters related to public parking. Said Parking Authority or Committee shall be composed of seven (7) members. All such members shall be either a resident of Fairhope, own a business in the Central Business District of Fairhope or be employed by an educational institution adjacent to the Central Business District.

(b) All members of the Parking Authority or Committee shall serve for terms of four (4) years.

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

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

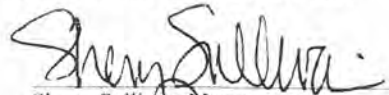
ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER, 2021


Jack Burrell, Council President

ATTEST:


Lisa A. Hanks, MMC
City Clerk

ADOPTED AND APPROVED THIS 13TH DAY OF SEPTEMBER, 2021


Sherry Sullivan, Mayor

Ord. No. 1727 Published in
FAIRHOPE COURIER
on September 29, 2021
L. Hanks City Clerk

RESOLUTION NO. _____

WHEREAS, based on the formal request by the Baldwin County Commission, that the City of Fairhope is hereby accepting for maintenance, from the Baldwin County Highway Department, Petiole Drive within the City limits, and;

NOW, THEREFOR BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, that Petiole Drive within the City limits will be accepted for maintenance by the City of Fairhope from the Baldwin County Highway Department.

DULY ADOPTED THIS 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



COUNTY COMMISSION

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

MEMBERS
DISTRICT 1 JAMES E. BALL
2 MATTHEW B. MARENZIE
3 RICHIE JO UNDERWOOD
4 CHARLES F. GRUBER

March 21, 2023

Ms. Lisa A. Hanks, City Clerk
City of Fairhope
161 North Section Street
Fairhope, Alabama 36532

RE: Resolution #2023-053 - Annexation and Transfer of Petiole Drive to City of Fairhope

Dear Ms. Hanks:

The Baldwin County Commission, during its regularly scheduled meeting held on March 21, 2023, adopted *Resolution #2023-053* authorizing annexation and transfer of responsibility of Petiole Drive (from Section Street east approximately 2,923 feet) to the City of Fairhope.

Please find **enclosed a fully executed copy** of *Resolution #2023-053* for your files.

If you have any questions or need further assistance, please do not hesitate to contact me or Joey Nunnally, County Engineer, at (251) 937-0264.

Sincerely,

CHARLES F. GRUBER, Chairman
Baldwin County Commission

CG/jb Item CN5

cc: Joey Nunnally
Frank Lundy
Audra Mize
Lisa Sangster

ENCLOSURE(S)

RESOLUTION NO. 2023 - 053

**RESOLUTION OF THE COUNTY COMMISSION OF
BALDWIN COUNTY, ALABAMA,
AUTHORIZING THE TRANSFER OF OWNERSHIP
AND CONFIRMING THE ASSUMPTION OF RESPONSIBILITY
FOR PETIOLE DRIVE**

WHEREAS, Petiole Drive, from Section Street east approximately 2,923 feet (hereinafter “Petiole Drive”), is a road or road segment inside the corporate limits of the City of Fairhope; and

WHEREAS, Petiole Drive includes all improvements within the right-of-way such as, but not limited to, the road, drainage structures, signs, trails, sidewalks, etc.; and

WHEREAS, an accurate description of Petiole Drive, together with a map thereof showing its relationship to the corporate limits of the City of Fairhope, is attached hereto as Exhibit “A” and incorporated herein; and

WHEREAS, Pursuant to *Code of Alabama*, §11-49-80(c), “The annexation of unincorporated territory into a municipality shall also result in the municipality assuming responsibility for all public streets lying within the territory annexed, provided the public streets were county-maintained roads for a period of less than one year prior to the effective date of the annexation if the construction of the public streets was also approved by the municipal planning commission of the annexing municipality.”; and

WHEREAS, the territory surrounding and including Petiole Drive was annexed into the City of Fairhope on December 22, 2021; and

WHEREAS, Petiole Drive was a county-maintained road for a period of less than one year prior to the effective date of the annexation, and the construction of Petiole Drive was approved by the Planning Commission for the City of Fairhope; and

WHEREAS, Baldwin County has found and determined that allowing the City of Fairhope to take sole and exclusive ownership of Petiole Drive and confirm its assumption of responsibility is in the best interest of Baldwin County; and

WHEREAS, the City of Fairhope desires to take over sole and exclusive ownership of Petiole Drive and confirm its responsibility for maintaining Petiole Drive.

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission as follows;

Section 1. That the Chairman of the Baldwin County Commission and other appropriate County officials are hereby authorized to execute and deliver such deeds or other documents to the City of Fairhope as are necessary or requested to carry out the intent of this Resolution.

Section 2. To the extent that portions of Petiole Drive, if any, are already located within the corporate limits of the City of Fairhope, but responsibility is vested in the County, the Baldwin County Commission hereby consents to the assumption of responsibility of said portion or portions of Petiole Drive by the City of Fairhope, pursuant to *Code of Alabama*, §11-49-80(b), in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope's assumption of responsibility for Petiole Drive is in exchange for the payment of One Hundred Dollars (\$100.00) from the County. The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance and improvement of the roads described herein.

Section 3. If any part, section or subdivision of this Resolution shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be construed to invalidate or impair the remaining provisions of this Resolution, which shall continue in full force and effect notwithstanding such holding.

ADOPTED and **APPROVED** by the County Commission of Baldwin County, Alabama, on the 21st day of March, 2023.

BALDWIN COUNTY COMMISSION

By: Charles F. Gruber
CHARLES F. GRUBER
Its: Chairman

ATTEST:

Ronald J. Cink
RONALD J. CINK
Budget Director / Interim County Administrator



Exhibit A

A part of the Northeast Quarter of Section 30, Township 6 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

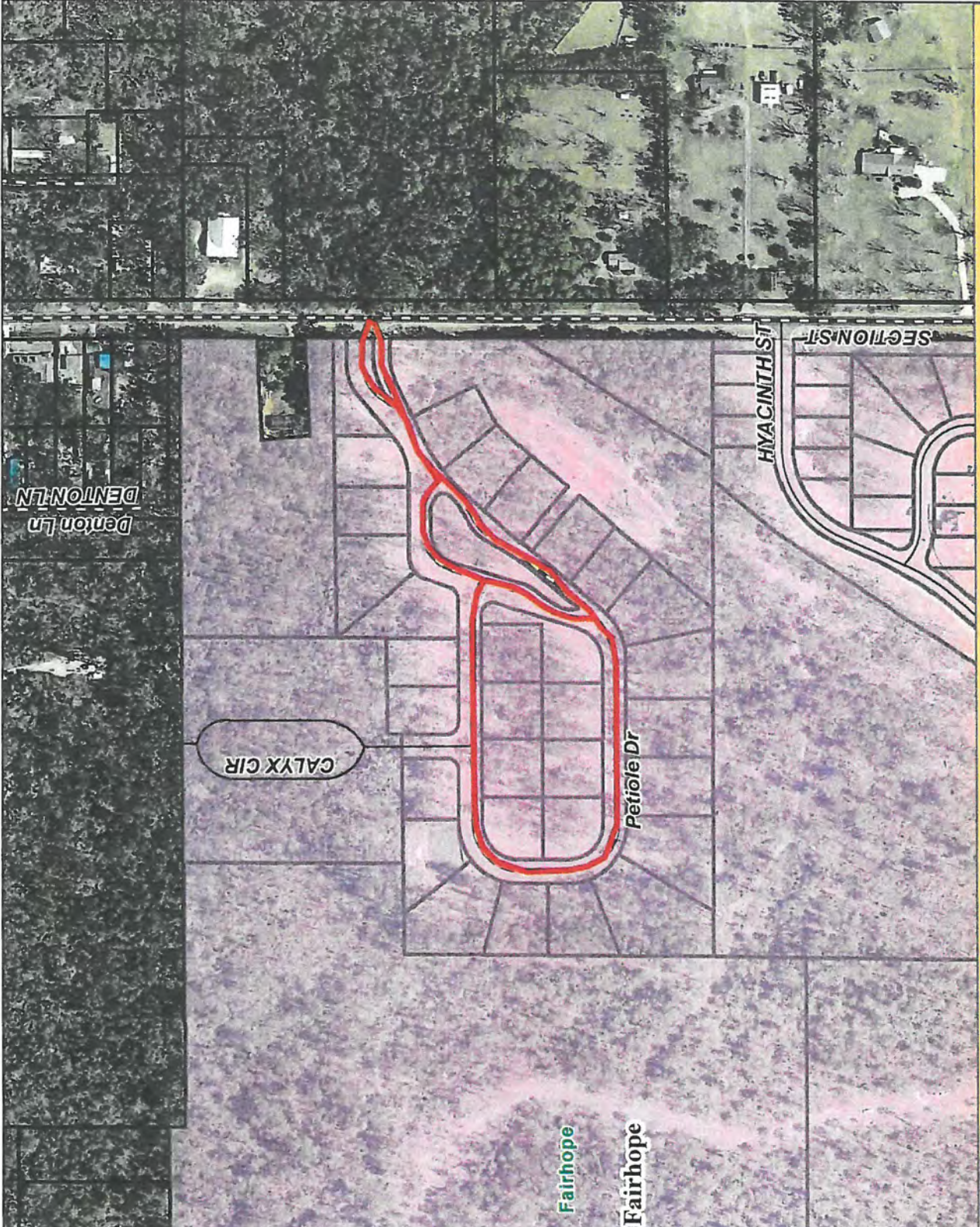
It is the intent of this document to convey unto the City of Fairhope, Alabama, any and all right and title to that portion of the right-of-way, easements, alleys, walks, parks and other open spaces owned and maintained by Baldwin County, and being that portion of Petiole Drive west of Section Street aka County Highway No. 3, as described in Hill Top Subdivision, Phase One, Slide 2746-C and Slide 2746-D, as recorded in the Probate Records, Baldwin County, Alabama.



Baldwin County Highway Department Exhibit A - Petiole Drive



| Legend | |
|--------------------------------|--|
| County Maintained Roads | |
| Surface Type | |
| Paved | |
| Unpaved | |
| 911 Road Centerlines | |
| INTERSTATE | |
| US HWYS | |
| STATE HWYS | |
| CITY LIMITS | |
| CITY NAME | |
| Bay Minette | |
| Daphne | |
| Elberta | |
| Fairhope | |
| Foley | |
| Gulf Shores | |
| Loxley | |
| Magnolia Springs | |
| Orange Beach | |
| Perdido Beach | |
| Robertsdale | |
| Silverhill | |
| Spanish Fort | |
| Summerdale | |



RESOLUTION NO. _____

WHEREAS, the Owners of Hill Top Subdivision, Phase II desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2067820, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Hill Top Subdivision, Phase II, maintenance bonds for the public improvements constructed for a period of 2 years, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Hill Top Subdivision, Phase II, performance bonds for the public improvements needed to be constructed in the public rights of way of Hill Top Phase I for a period of 2 years, recently accepted from Baldwin County and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Hill Top Subdivision, Phase II are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Two Hands Design & Development, LLC (the "Subdivider").

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

Adopted this 26th day of June, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between Two Hands Design & Development, LLC (the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties"), on the following recitals, terms, and conditions:

WHEREAS, the Subdivider is the developer of Hill Top Subdivision, Phase 2 (the "Subdivision"), which Subdivision is recorded as Instrument Number 2067820 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

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

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

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

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

Defect(s), in like manner as set forth above, prior to the City accepting the Improvements. It is the intent of this Agreement that there be no Defect(s) in the Improvements at the time the City accepts the same.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$149,633.10. In the event the foregoing condition precedent is not satisfied within thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Two Hands Design & Development, LLC

By: J. Tickle

Name: Jason Tickle

As Its: Managing Member

Date: May 16 2023

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As Its Mayor

Date: _____

ATTEST:

EXHIBIT "A"
The Improvements

Water & Sanitary Sewer Facilities (See plan)
Roadway & ROW Improvements (See plan)
Lot & Common Area Sidewalks (See plan)

Exhibit "A"

JADE CONSULTING, LLC
ENGINEERS COST ESTIMATE

City of Fairhope Maintenance Bond

OWNER: **TWO HANDS Design & Development**
 PROJECT: **Hill Top Subdivsion Phase 2**

PROJECT NUMBER: **Tickle-1642**
 DATE: **3/23/2022**

| ITEM # | ITEM DESCRIPTION | UNIT | PLAN QTY | UNIT PRICE | TOTAL AMOUNT |
|--------|--|-------|----------|------------|--------------|
| 1 | ALDOT 821 GRANULAR SOIL BASE, COURSE, UPPER LAYER, TYPE A, ROAD MIXED, 4" COMPACTED THICKNESS (301-A) | SYCIP | 2,155 | \$3.50 | \$7,542.50 |
| 2 | ALDOT 821 GRANULAR SOIL BASE, COURSE, LOWER LAYER, TYPE A, ROAD MIXED, 4" COMPACTED THICKNESS (301-A) | SYCIP | 2,820 | \$3.50 | \$9,870.00 |
| 3 | BITUMINOUS TREATMENT, TYPE A (0.25 GAL/SY) (401-A) | SY | 2,155 | \$0.70 | \$1,508.50 |
| 4 | SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE, 3/4" MAXIMUM AGGREGATE SIZE MIXED, ESAL RANGE B, 220 LBS/SY (424-A) | SY | 2,155 | \$23.00 | \$49,565.00 |
| 5 | 22"x13" RCAP STORM SEWER PIPE (533-B) | LF | 169 | \$80.00 | \$13,520.00 |
| 6 | 6" AND 8" PVC UNDERDRAINS W/ CLEANOUTS | LF | 610 | \$30.00 | \$18,300.00 |
| 7 | 24" RCP STORM SEWER PIPE (533-A) | LF | 297 | \$74.00 | \$21,978.00 |
| 8 | LOOSE RIPRAP, CLASS 1, 24" THICK (610-A) | SY | 48 | \$110.00 | \$5,280.00 |
| 9 | LOOSE RIPRAP, CLASS 2, 24" THICK (610-A) | SY | 100 | \$110.00 | \$11,000.00 |
| 10 | FILTER BLANKET, GEOTEXTILE (NON-WOVEN) (610-D) | SY | 1,295 | \$5.00 | \$6,475.00 |
| 11 | ADA SURFACE | EA | 2 | \$300.00 | \$600.00 |
| 12 | CONCRETE SIDEWALK, 4" THICKNESS (618-A) | SY | 706 | \$55.00 | \$38,830.00 |
| 13 | 22"x13" PIPE END TREATMENT, CLASS 1 (619-B) | EA | 10 | \$1,650.00 | \$16,500.00 |
| 14 | 24" PIPE END TREATMENT, CLASS 1 (619-A) | EA | 1 | \$1,550.00 | \$1,550.00 |
| 15 | JUNCTION BOX, 4'x4' (621-A) | EA | 1 | \$4,250.00 | \$4,250.00 |
| 16 | OS-4 48" OUTFALL STRUCTURE W/ TRASH RACKS (621-C) | EA | 1 | \$9,100.00 | \$9,100.00 |
| 17 | 24" DOME GRATE INLET (621-G) | EA | 1 | \$7,400.00 | \$7,400.00 |
| 18 | 12" CONCRETE RIBBON CURB (623-A) | LF | 1,995 | \$19.00 | \$37,905.00 |

EXHIBIT "B"

Hill Top Subdivision, Phase 2

SUBDIVISION PERFORMANCE BOND AGREEMENT

THIS SUBDIVISION PERFORMANCE BOND AGREEMENT (this "Agreement") is made and entered into by **Two Hands Design & Development, LLC** (the "Sub-divider"), to and for the benefit of the City of Fairhope, Alabama (the "City of Fairhope"), and the Planning Commission of the City of Fairhope (the "Planning Commission") (the City of Fairhope and the Planning Commission are sometimes hereinafter collectively referred to as the "City").

Recitals:

WHEREAS, the Sub-divider has submitted to the Planning Commission a final plat (the "Final Plat") of a proposed subdivision to be known as **Hill Top Subdivision, Phase 2** (the "Subdivision"), which is to be located on that certain parcel of real property more particularly described on Exhibit "A" attached hereto (the "Property");

WHEREAS, the Sub-divider is responsible, pursuant to the Subdivision Regulations of the City (the "Subdivision Regulations"), for the provision of all required improvements to the Subdivision and shall guarantee the performance and completion of such improvements to the full satisfaction of the City; and,

WHEREAS, it is contemplated that the Planning Commission will grant approval of the Final Plat provided that the Sub-divider enters into this Agreement and performs all of its obligations, duties and covenants hereunder, and has satisfied all requirements and conditions of Preliminary Plat approval;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Sub-divider, intending to be legally bound, does hereby covenant and agree to and for the benefit of the City as follows:

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

1. Construction of Improvements. The Sub-divider shall construct and install, in or with respect to the Subdivision, all improvements and utilities set forth on Exhibit "B" attached hereto (the "Improvements") within two (2) calendar years following the date of the City's execution of the Maintenance and Guaranty Agreement (provided for by Article VI, Section E.6 of the Subdivision Regulations) reflecting approval by the City Council. The Sub-divider specifically acknowledges, covenants and agrees that the Improvements shall be constructed and installed strictly in accordance with the Subdivision Regulations, the requirements and conditions of Preliminary Plat and Final Plat approvals, and any other applicable ordinance, rule or regulation of the City in force and effect as of the date hereof.

2. Financial Guaranty of Performance. As permitted by Ala. Code § 11-52-31, the City, by its acceptance hereof, agrees that it will not require complete installation or construction of the Improvements prior to the granting of its approval of the Final Plat, provided that the Sub-divider satisfy the following conditions (the "Conditions Precedent"):

- (a) The Sub-divider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount that is at least one hundred twenty-five percent (125%) of the estimated cost to complete the construction and installation of the Improvements (the "Estimated Cost").
- (b) The Sub-divider shall cause the Estimated Cost to be calculated by an engineer licensed in the State of Alabama and not directly employed by the Sub-divider. The Sub-divider shall provide to the City the documentation substantiating said engineer's calculation of the Estimated Cost, which documentation shall be certified by said engineer to the City.

In the event the Conditions Precedent are not satisfied within thirty (30) days of Final Plat approval, this Agreement shall terminate and be of no further force or effect. Sub-divider acknowledges that in such event the Final Plat approval also shall be null and void.

3. Planning Commission Endorsement of Final Plat. Upon satisfaction of the Conditions Precedent, all requirements or conditions of Preliminary Plat approval, and all other requirements or conditions, if any, of Final Plat approval, to the total and absolute satisfaction of the City, the Planning Commission Chairperson or his/her authorized designee will execute the Final Plat for recordation by Sub-divider.

4. Failure to Perform. In the event the Sub-divider shall fail in whole or in part to perform any term, covenant or condition of this Agreement (a "Sub-divider Breach"), the City shall have the right, exercisable in its sole and absolute discretion and at the sole cost and expense of the Sub-divider, to take any or all of the following actions:

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

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

5. Legal Compliance. The Sub-divider shall, at its own expense, comply with all applicable laws, ordinances (including, without limitation, the Subdivision Regulations), regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Property or the Sub-divider with respect to the work and activities at the Property, regardless of when they become effective. The Sub-divider shall not use, nor permit the use of the Property for any purpose in violation of such laws, regulations, rules or orders. The Sub-divider represents and warrants to the City that the Sub-divider is acting with full and legal authority with respect to the Property, including, without limitation, all approvals and authorizations necessary to pursue its application for approval of the Subdivision and the Final Plat.

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

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

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

9. Agency. It is neither the express nor the implied intent of the Sub-divider and the City to create an agency relationship pursuant to this Agreement; therefore, any actions of the Sub-divider and/or the City shall not be considered or implied to create such agency.

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

11. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Sub-divider and the City with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between such parties relating to the subject matter hereof.

12. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of

the business practices, actions or behavior of the Sub-divider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Applicant hereto to comply or to ensure its own compliance with any local, state, or federal law or regulation.

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

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

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

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

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Sub-divider, having full authority to do so, has executed this Agreement by and through its duly authorized representative as of the date of execution below.

Two Hands Design & Development, LLC

By: J. Tickle

Name: Jason Tickle

As Its: Managing Member

Date: May 16, 2023

**SUBDIVISION BOND AGREEMENT
EXHIBIT "A"**

(Hill Top Subdivision PH 2)

Description of the Property

STATE OF ALABAMA
COUNTY OF BALDWIN

COMMENCING AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°-04'-39" WEST ALONG THE EAST LINE OF SAID SECTION 30 A DISTANCE OF 650.71 FEET; THENCE RUN SOUTH 89°-58'-46" WEST A DISTANCE OF 39.94 FEET TO A CAPPED REBAR (FAIRHOPE) ON THE WEST RIGHT-OF-WAY LINE OF S. SECTION STREET (AKA COUNTY HIGHWAY NO. 3)(80' R/W); THENCE CONTINUE SOUTH 89°-58'-46" WEST A DISTANCE OF 621.97 FEET TO A CAPPED REBAR (FAIRHOPE) AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL: THENCE RUN SOUTH 00°-02'-30" WEST A DISTANCE OF 328.94 FEET TO A CAPPED REBAR (CA 0092LS); THENCE RUN SOUTH 00°-07'-17" WEST A DISTANCE OF 104.09 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 89°-58'-08" WEST A DISTANCE OF 201.55 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 00°-01'-52" WEST A DISTANCE OF 29.45 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN SOUTH 89°-53'-32" WEST A DISTANCE OF 257.73 FEET TO A CAPPED REBAR (MOORE) THENCE RUN NORTH 00°-16'-40" EAST A DISTANCE OF 457.43 FEET TO A CAPPED REBAR (HMR); THENCE RUN NORTH 89°-19'-16" EAST A DISTANCE OF 457.57 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 4.703 ACRES, MORE OR LESS.

RESOLUTION NO. _____

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

[1] That the City of Fairhope did solicit quotes for the Procurement of Maintenance and Repair Services for the Electric Department SCADA System.

[2] After evaluating the quotes with the required specifications, Electric Machine Control, Inc. is now awarded the Procurement of Maintenance and Repair Services for the Electric Department SCADA System with a budgeted not-to-exceed cost of \$70,000.00.

ADOPTED ON THIS 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/7/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of the Procurement of Maintenance and Repair Services for the Electric Department SCADA System

Project Location: Electric Department

Presented to City Council: 6/12/2023

Resolution # :
Approved _____

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Electric Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 70,000.00 (Not-to-Exceed)

JUN 7 '23 04:12:07 *JW*

Vendor: Electric Machine Control, Inc.

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 003-59100
G/L Acct Name: SCADA Capital Purchase Budget

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

Project Budgeted: \$ 87,985.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (17,985.00)

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 6/6/2023

Purchasing Memo Date: 6/6/2023

Delivered To Date: 6/7/2023

Request Approved Date: 6/7/2023

Request Approved Date: 6/7/2023

Approved Date: 6/7/2023

Signatures: Suzanne Doughty
Suzanne Doughty

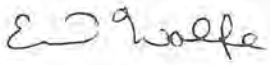
Signatures: Kim Creech
Kim Creech

Signatures: Mayor Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: **Kimberly Creech, Treasurer**

From: 
Erin Wolfe, Purchasing Manager

Date: June 6, 2023

Re: **Green Sheet and City Council Approval of Procurement of Maintenance and Repair Services for the Electric Department SCADA System**

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Superintendent of the Electric Department, Ben Patterson, is requesting procurement of maintenance and repair services for the Electric Department SCADA (Supervisory Control and Data Acquisition) system. The SCADA system has been down for two years and needs to be repaired.

Three vendors in this region are qualified to do this type of maintenance and repair service. One vendor replied with a no bid. A second vendor had been contracted by the City for similar work with the Water/Wastewater Department and were unable to complete the project as hired. The final vendor is Electric Machine Control (EMC).

Electric Machine Control provided a proposal for Thirty-Four Thousand Three Hundred Ninety-Five Dollars and Ten Cents (\$34,395.10) on August 26, 2022. This repair turned out to be the first of two phases of work needed for the complete repair of the SCADA system. The proposal for the second phase of the repair was submitted on February 6, 2023. The additional cost in this proposal was Thirty-Three Thousand Seventy-Five Dollars and Ten Cents (\$33,075.10).

The Superintendent of the Electric Department is requesting a not-to-exceed amount of Seventy Thousand Dollars (\$70,000.00) to complete the repair project of this needed system. The money is budgeted for this project.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of Maintenance and Repair Services for the Electric Department SCADA System from Electric Machine Control for a budgeted not-to-exceed amount of \$70,000.00.

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

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

CC file, Ben Patterson, Conrad Havranek, Clint Steadham



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Ben Patterson

Date: 6-9-2023

Department: Electric Department

| 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 NON -Budgeted | Three | Treasurer/Mayor | N/A | N/A |
| Greater than: Gen Govt - \$5,001 Utilities - \$10,001 | Operational NON -Budgeted | Three | Council | Required | Required |
| Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000 | Operational Budgeted | Three | Treasurer | N/A | N/A |
| Over \$15,000/\$50,000 | Operational Budget* | State Bid List or Buying Group | Treasurer/Mayor | N/A | N/A |
| Over \$15,000/\$50,000 | Operational Budgeted | Bids | Council | Required | Required |
| Professional Service Over \$5,000 | Budgeted or Non-Budgeted | Mayor Select | Council | Required | Required |

*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.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

| Vendor Name | Vendor Quote |
|--|------------------|
| 1. <u>Electric Machine Control</u> | \$ <u>70,000</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

1. What item or service do you need to purchase? Maintenance for Electrical Department SCADA
 2. What is the total cost of the item or service? \$70,000
 3. How many do you need? 1
 4. Item or Service Is: New Used X Replacement Annual Request
 5. Vendor Name (Lowest Quote): **Electric Machine Control**
 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? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$100,000
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.

Electric Machine Control, Inc.

7015 Haisten Drive
Trussville, Alabama 35173

Phone: 205-661-3998

Fax: 205-661-3997

<http://www.emcinc.biz>



Proposal

| | |
|---|-----------------------------|
| Company: Fairhope Public Utilities | From: Tim Pilcher |
| Fairhope, AL 36532 | |
| #REF! | Date: 8/26/2022 |
| Attention: Jeff Hartline | EMC, Inc., Prop. # EM220314 |
| Phone #: | Customer Ref. No. |
| email: | |

| Qty. | Description | Price Each | Total Net |
|---|-----------------------|--------------|--------------|
| Qty. | Electric SCADA Repair | | |
| 1 | Electric SCADA Repair | \$ 34,395.10 | \$ 34,395.10 |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | Total | | \$ 34,395.10 |
| <p>Jeff,</p> <p>This time and materials quote includes upto 200 SCADA engineering hours (SCADA Engineering rate is \$165/hr). We have also included expenses for travel to Fairhope to update the SEL RTACs at each of your substations with new firmware and updated SCADA communication files.</p> <p>EMC will use the time on this contract to identify what needs to be repaired with the current Survalent configuration and begin work to provide the utility with visibility and control of the system. If there is still time left on the contract, EMC will proceed with updating the SCADA system with the new and modified substation screens as well as provide training and support.</p> <p>Let me know if you have any questions or comments and thanks for the opportunity to provide you this solution.</p> <p>Tim Pilcher 205 709 0517 tpilcher@emcinc.com</p> | | | |
| Ship Date ----- | | | |
| Terms ----- On Approved Credit - Net 30 Days | | | |
| FOB ----- Shipping Point | | | |
| Freight ----- NA | | | |

The "Conditions of Sale" and "Terms and Conditions" of
Electric Machine Control, Inc. Apply to this Quotation.
This Proposal is Valid for 30 Days.

X

Electric Machine Control, Inc.

7015 Haisten Drive
Trussville, Alabama 35173

Phone: 205-661-3998

Fax: 205-661-3997

<http://www.emcinc.biz>



Proposal

| | |
|---|-----------------------------|
| Company: Fairhope Public Utilities | From: Tim Pilcher |
| Fairhope, AL 36532 | |
| #REF! | |
| Attention: Jeff Hartline | Date: 2/6/2023 |
| Phone #: | EMC, Inc., Prop. # EM230032 |
| email: | Customer Ref. No. |

| Qty. | Description | Price Each | Total Net |
|--|-------------------------------|--------------|--------------|
| Qty. | Electric SCADA Repair Phase 2 | | |
| 1 | Electric SCADA Repair Phase 2 | \$ 33,075.10 | \$ 33,075.10 |
| | | | \$ - |
| | | | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | | \$ - | \$ - |
| | Total | | \$ 33,075.10 |
| <p>Jeff,</p> <p>This quote is to complete the SCADA repair work identified in the initial phase of this project and to spend 2-3 days on site assisting with commissioning of controls.</p> <p>For detailed description of identified work to be complete, see attached work scope document.</p> <p>Let me know if you have any questions or comments and thanks for the opportunity to provide you this solution.</p> <p>Tim Pilcher 205 709 0517 tpilcher@emcinc.com</p> | | | |
| Ship Date ----- | | | |
| Terms ----- On Approved Credit - Net 30 Days | | | |
| FOB ----- Shipping Point | | | |
| Freight ----- NA | | | |

The "Conditions of Sale" and "Terms and Conditions" of Electric Machine Control, Inc. Apply to this Quotation.
This Proposal is Valid for 30 Days.

X _____



City of Fairhope Electrical SCADA System

Thank you for considering Automation Control Service, LLC for this opportunity. At this time we are not able to complete the project scope in the required timeline, so we reluctantly decline to provide an offer. Please consider us for future projects if we can provide any services.

Conner M. Stokes, EI
Engineering



AUTOMATION CONTROL SERVICE, LLC
6281 Technology Drive | Pensacola, FL 32505
O: 850.477.8440 x.115 | F: 850.477.8496 | C: 850.982.9615
E: conner.stokes@autoconserv.com | W: autoconserv.com

6/6/2023

All information imparted here is considered confidential and may not be dispersed without prior permission from Automation Control Service LLC.

Page 1

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 Survalent Technologies Software Support/Maintenance for the Electric Department SCADA System from Survalent Technology, Inc. (#28129) as the Sole Source Supplier. In order to obtain support at this time, a one-time reinstatement fee of \$18,224.00 is required for the period of June 29, 2021 – June 28, 2023 with activation fee of \$20,747.00 for the Gold Support Plan for one (1) year. Procurement is exempt from formal bid pursuant to Competitive Bid Law, Code of Alabama 1975, Section 41-16-51(13) with a budgeted not-to-exceed cost of \$39,971.00.

ADOPTED ON THIS 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/14/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of the Procurement of Survalent Technologies Software Support/Maintenance for SCADA System

Project Location: Electric Department

Presented to City Council: 6/20/2023

Funding Request Sponsor: Conrad Havranek, Electric Superintendent
Ben Patterson, Electric Superintendent

Resolution #: Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 39,971.00

Vendor: Survalent Technology, Inc. (#28129)

Project Engineer: n/a

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

JUN 15 12:44 PM 2023 CW

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed XXX
Capitalized
Inventoried

Funding Source:

Operating Expenses XXX
Budgeted Capital
Unfunded

Expense Code: 003-59100
G/L Acct Name: SCADA Capital Purchase Budget

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

Project Budgeted: \$ 17,985.00
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 21,986.00

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

Capital Lease: _____ Payment _____ Term _____

This is a sole source supplier for SCADA system software support/maintenance. Original procurement of this software support was in 2020 but expired as of June 28, 2021. In order to obtain support at this time, a one-time reinstatement fee of \$19,224.00 is required (for period of June 29, 2021 - June 28, 2023) as well as the activation fee of \$20,747.00 for the Gold Support Plan for one (1) year.

City Council Prior Approval/Date? _____

| | | |
|---|---|---|
| <u>Senior Accountant</u> | <u>City Treasurer</u> | <u>Mayor</u> |
| Purchasing Memo Date: <u>6/14/2023</u> | Purchasing Memo Date: <u>6/14/2023</u> | Delivered To Date: <u>6/19/2023</u> |
| Request Approved Date: <u>6/19/2023</u> | Request Approved Date: <u>6/19/2023</u> | Approved Date: <u>6/19/2023</u> |
| Signatures: <u>Suzanne Doughty</u> Suzanne Doughty | <u>Kim Creech</u> Kim Creech | <u>Sherry Sullivan</u> Mayor Sherry Sullivan |



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

From: Erin Wolfe, Purchasing Manager

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

Date: June 14, 2023

Lisa A. Hanks, MMC
City Clerk

Re: Green Sheet and City Council Approval for the Procurement of the Survalent Technologies Software Support/Maintenance for Electric Department SCADA System

Kimberly Creech
Treasurer

The Superintendent of the Electric Department, Ben Patterson, is requesting procurement of the Survalent Technologies Software Support/Maintenance for the Electric Department SCADA System.

The Survalent Technologies Software is required to effectively operate, monitor, analyze, restore and optimize operations of the SCADA system. The City initially purchased this software support as a sole source purchase in 2020, but allowed the support/maintenance agreement to lapse.

Survalent has provided a proposal that includes a Support Reinstatement Fee of Nineteen Thousand Two Hundred Twenty-Four Dollars (\$19,224.00) for the reinstatement during the time period of June 29, 2021 to June 28, 2023. It also includes the activation of the Golf SCADA Support Plan for One Year for Twenty Thousand Seven Hundred Forty-Seven Dollars (\$20,747.00). The Gold Plan includes: a. Access to the latest software releases; b. Access to the Survalent Support Portal to create and track support cases; c. 24/7 access to priority emergency support; d. Two Global User Conference Training Passes and Conference Passes per year; and e. 25 hours per year of Remote Services. The total cost will be Thirty-Nine Thousand Nine Hundred Seventy-One Thousand Dollars (\$39,971.00).

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of Survalent Technologies Software Maintenance and Support for a total cost of \$39,971.00.

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

CC file, Ben Patterson, Conrad Havranek, Clint Steadham

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

Survalent.



Quotation:

Fairhope Electric Department

Support Reinstatement

Quotation No. M23_6_69044

June 1, 2023

Attention: Jeff Hartline



Survalent Technology Inc.
 1967 Wehrle Drive, Suite 1, PMB 122
 Buffalo, New York • USA 14221
 T +1-905-826-5000 • F +1-905-826-7144
 survalent.com

| Item | Qty | Description | Price (USD) |
|---|-----|--|-----------------|
| Survalent Professional Services | | | |
| 001 | 1 | Support Reinstatement Fees This includes the support Reinstatement fee for 2 years from 29-Jun-2021 to 28-Jun-2023. | \$19,224 |
| 002 | 1 | Platinum SCADA Support Plan [1 Year] Support Period [All Systems]: 29-Jun-2023 through 28-Jun-2024 The Platinum SCADA Support Plan provides the following: a) Access to the latest software releases of the delivered SurvalentONE software components, effectively providing an extended warranty on all software components and providing access to the latest product features. b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, live chat, and support forums. c) 24x7 access to priority, telephone emergency support from the Survalent Support Team. Cases will be treated on a first-come, first serve basis. d) 3 Global User Conference training passes and conference passes per year. e) 25 hours (not more than 8 hours per day) per year of Remote Services. All services will be performed by Survalent staff from Survalent offices. Any hours not used during the support period will expire. f) Access to a Survalent System Engineer on-site for 2 days to provide technical assistance with software updates, assess system health and performance, perform system tuning, and any other technical assistance desired. Site visit is once per year, and must be used during the support period. | \$25,787 |
| Total Price | | | \$45,011 |
| Optional Survalent Professional Services | | | |
| 003 | 1 | Silver SCADA Support Plan [1 Year] The Silver SCADA Support Plan provides the following: | \$14,322 |

| Item | Qty | Description | Price (USD) |
|------|-----|---|-------------|
| | | a) Access to the latest software releases of the delivered SurvalentONE software components, effectively providing an extended warranty on these software components and providing access to the latest product features. b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, live chat, and support forums. c) 24x7 access to priority, telephone emergency support from the Survalent Support Team. Cases will be treated on a first-come, first serve basis. d) 1 Global User Conference training pass and conference pass per year. | |
| 004 | 1 | Gold SCADA Support Plan [1 Year] The Gold SCADA Support Plan provides the following: a) Access to the latest software releases of the delivered SurvalentONE software components, effectively providing an extended warranty on these software components and providing access to the latest product features. b) Access to the Survalent Support Portal which includes the ability to create and track support cases, and provides access to software downloads, product documentation, knowledge base articles, live chat, and support forums. c) 24x7 access to priority, telephone emergency support from the Survalent Support Team. Cases will be treated on a first-come, first serve basis. d) 2 Global User Conference training passes and conference passes per year. e) 25 hours (not more than 8 hours per day) per year of Remote Services. All services will be performed by Survalent staff from Survalent offices. Any hours not used during the support period will expire. | \$20,747 |

End User: Fairhope Electric Department

Shipping Terms: EXW Ontario, Canada

Shipment approximately 1 to 2 weeks from receipt of purchase order.

Please send purchase order to stcorder@survalent.com

Unless otherwise noted, prices do not include applicable state, provincial, federal, withholding or other local taxes. Applicable taxes will be included in each invoice. Should the purchaser claim an exemption from any applicable state, provincial, federal, withholding or other local taxes, the purchaser shall provide such exemption information to Survalent.

This quote is valid for 30 days from the date of issue and is based on Survalent (a) Standard Terms and Conditions of Sale, (b) Software License Agreement, and (c) Support and Maintenance Terms and Conditions, as applicable.



Survalent Technology Inc.
1967 Wehrle Drive, Suite 1, PMB 122
Buffalo, New York • USA 14221
T +1-905-826-5000 • F +1-905-826-7144
survalent.com

| Item | Qty | Description | Price (USD) |
|------|-----|-------------|-------------|
|------|-----|-------------|-------------|

Note 1: Please ensure the end user client name is identified on the purchase order; purchase orders may be rejected if this information is missing.

Note 2: Standard payment terms are 100% will be invoiced on receipt of order.

This quotation is not valid unless signed by an authorized representative of Survalent.

Prepared By: Sara Haghighi
Sara Haghighi, Proposal Specialist

Approved By: Rodrigo Pinetta
Rodrigo Pinetta, Director, Proposals and Solution Engineering



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SurvalentONE SCADA License Summary for Fairhope Electric Department

| SurvalentONE SCADA License | Owned | Quote | Option | SurvalentONE SCADA Features | Owned | Quote | Option |
|------------------------------------|--------------|--------------|---------------|-------------------------------------|--------------|--------------|---------------|
| SurvalentONE SCADA Server (Single) | | | | Alarm Suppression | | | |
| SurvalentONE SCADA Server (Dual) | 1 | | | Command Sequencing | 1 | | |
| SurvalentONE SCADA Server (Triple) | | | | Data Logger | | | |
| SurvalentONE SCADA Server (Quad) | | | | Disturbance Capture | | | |
| SmartVu Licenses | Owned | Quote | Option | Event Data Recording | 1 | | |
| SmartVU Concurrent User Licenses | 11 | | | Event Archive | | | |
| COMTRADE Standard Viewer | | | | Express DB Tool | | | |
| COMTRADE Universal Viewer | | | | External Alarm Bell | | | |
| Protocols | Owned | Quote | Option | External Clock Interface | | | |
| Allen Bradley Protocol | | | | External Data Recording | | | |
| Standard DNP3 Protocol | 1 | | | Guarantees | | | |
| Secure DNP3 Protocol | | | | IED Control Panel | 1 | | |
| Harris 5000/6000 Protocol | | | | IED Wizard | 1 | | |
| Standard ICCP Protocol | | | | Lightning Strike Interface | | | |
| Secure ICCP Protocol | | | | Mapboard Driver | | | |
| IEC 60870-5-101 Protocol | | | | Operations and Outage Accounting | | | |
| IEC 60870-5-103 Protocol | | | | Remote Alarm Annunciation | 1 | | |
| IEC 60870-5-104 Protocol | | | | Switching Orders | | | |
| IEC 61850 Protocol | | | | Switching Orders with Guarantees | | | |
| Telegyr 8979 Protocol | | | | Network Topology Processor | | | |
| MDO-11 Protocol | | | | Advanced SCADA Historian | | | |
| Modbus RTU Protocol | 1 | | | Long-Term Playback Session | | | |
| OPC Client | | | | Short-Term Playback Session | | | |
| OPC Server | | | | Interfaces | Owned | Quote | Option |
| QUIN/QUICS IV Protocol | | | | CIM GIS (Connectivity Import) | | | |
| RTC 1032 Protocol | | | | GIS Wizard | | | |
| SNMP Protocol | 1 | | | MultiSpeak OA Interface | 1 | | |
| Subscription Protocol | | | | MultiSpeak EA Interface | 1 | | |
| Tejas Series 3 & 5 Protocol | | | | MultiSpeak DGV Interface | 1 | | |
| Data Exchange Protocols | Owned | Quote | Option | MultiSpeak LM Interface | 1 | | |
| DNP3 Protocol Server | 1 | | | MultiSpeak GIS Interface | | | |
| QUIN Protocol Server | | | | MultiSpeak CIS Interface | | | |
| Modbus RTU Protocol Server | | | | MultiSpeak AMI Interface | | | |
| IEC 60870-5-101 Protocol Server | | | | MultiSpeak CH Interface | | | |
| IEC 60870-5-104 Protocol Server | | | | MultiSpeak SCADA Interface | | | |
| Harris 5000/6000 Protocol Server | | | | MultiSpeak AVL Interface | | | |
| System Architecture | Owned | Quote | Option | MultiSpeak WMS Interface | | | |
| Replicator & Archiver | | | | MultiSpeak SMS Interface | | | |
| Archive Reporting | | | | Other LM Interface | | | |
| WebSurv Portal | | | | Other GIS Interface | | | |
| SurvCentral Concurrent Users | | | | Other CIS Interface | | | |
| Data Forwarding | | | | Other AMI Interface | | | |
| Operator Training Simulator (OTS) | | | | Other CH Interface | | | |
| Project Development System (PDS) | | | | Other AVL Interface | | | |
| QA / Test Environment | | | | Other WMS Interface | | | |
| Study Mode / Playback Base Server | | | | Network Data Access Interface (API) | | | |
| Study Mode Session | | | | SCADA Add-in | 1 | | |

Control your critical network operations with confidence

With Survalent, you can control your critical network operations with confidence. We're the most trusted provider of advanced distribution management systems (ADMS) for electric, water/wastewater, gas, and transit utilities across the globe.

Over 600 utilities in 30 countries rely on the SurvalentONE platform to effectively operate, monitor, analyze, restore, and optimize operations. By supporting critical utility operations with a fully integrated solution, our customers have significantly improved operational efficiencies, customer satisfaction and network reliability. The company's comprehensive substation automation solution, Survalent StationCentral, delivers advanced control and monitoring for enhanced network performance and protection.

Our unwavering commitment to excellence and to our customers has been the key to our success for over 60 years.

“Thanks again for all the work, explanation, advice, and assistance. The expertise and advice on our configuration is much appreciated.

Your willingness to anticipate our needs and help us avoid traps we wouldn't otherwise be aware of is invaluable to us.”

- Hydro One Brampton

Survalent.

info@survalent.com • survalent.com • 905-826-5000



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Ben Patterson

Date: 6-14-2023

Department: Electric Department

| 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 <u>NON</u> -Budgeted | Three | Treasurer/Mayor | <u>N/A</u> | <u>N/A</u> |
| Greater than: Gen Govt - \$5,001 Utilities - \$10,001 | Operational <u>NON</u> -Budgeted | Three | Council | <u>Required</u> | <u>Required</u> |
| Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000 | Operational Budgeted | Three | Treasurer | <u>N/A</u> | <u>N/A</u> |
| Over \$15,000/\$50,000 | Operational Budget* | State Bid List or Buying Group | Treasurer/Mayor | <u>N/A</u> | <u>N/A</u> |
| Over \$15,000/\$50,000 | Operational Budgeted | Bids | Council | <u>Required</u> | <u>Required</u> |
| Professional Service Over \$5,000 | Budgeted or Non-Budgeted | Mayor Select | Council | <u>Required</u> | <u>Required</u> |

*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.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

| Vendor Name | Vendor Quote |
|--|------------------|
| 1. <u>Survalent</u> | \$ <u>39,971</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

1. What item or service do you need to purchase? Maintenance for Electrical Department SCADA
2. What is the total cost of the item or service? \$39,971
3. How many do you need? 1
4. Item or Service Is: New Used Replacement X Annual Request
5. Vendor Name (Lowest Quote): Survalent
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? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? \$100,000
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 approves the procurement of the materials to rebuild the screen at the Wastewater Treatment Plant for the Wastewater Department from Veolia Water Technologies Canada, Inc. (#4415) as Sole Source Supplier for parts and materials necessary to repair the John Meunier Screens. Procurement is exempt from formal bid pursuant to Competitive Bid Law, Code of Alabama 1975, Section 41-16-51(7) with a budgeted not-to-exceed cost of \$35,997.70.

ADOPTED ON THIS 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/14/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of the Procurement of Materials to Rebuild Screen at Wastewater Treatment Plant

Project Location: Wastewater Treatment Plant

Presented to City Council: 6/20/2023

Resolution # :
Approved _____

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent
Daryl Morefield, Water & Sewer Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 35,997.70

JUN 19 2023 11:15 AM *JW*

Vendor: Veolia Water Technologies Canada, Inc. (#4415)

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 004020-59502
G/L Acct Name: System Improvement - WWTP

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

Project Budgeted: \$ 100,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (64,002.30)

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

This is a sole source supplier for parts and materials necessary to repair the John Meunier screens. In addition, purchase is exempt from Competitive Bid Law (Code of Alabama 1975, Section 41-16-51(b)(7)).

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 6/14/2023

Purchasing Memo Date: 6/14/2023

Delivered To Date: 6/19/2023

Request Approved Date: 6/19/2023

Request Approved Date: 6/19/2023

Approved Date: 6/19/2023

Signatures: Suzanne Doughty
Suzanne Doughty

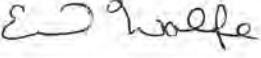
Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: **Suzanne Doughty, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: June 14, 2023

Re: **Green Sheet and City Council Approval for the Procurement of Materials to Rebuild a John Meunier Screen at the Wastewater Treatment Plant**

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Superintendent of Water/Wastewater, Jason Langley, is requesting approval for the procurement of materials to rebuild a screen at the Wastewater Treatment Plant.

The John Meunier screen at the Wastewater Treatment Plant were built by Veolia Water Technologies. This company is the only supplier of repair parts and materials to fit the John Meunier screens.

The attached quote from Veolia Water Technologies includes the needed parts and materials, plus freight to repair the screen. The Total cost is Thirty-Five Thousand Nine Hundred Ninety-Seven Thousand and Seventy Cents (\$35,997.70)

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

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of materials to rebuild the screen at the Wastewater Treatment Plant for \$35,997.70.

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

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

CC file, Jason Langley, Daryl Morefield, Clint Steadham



City of Saint-Laurent, June 12 - 2023

To whom it may concern

Subject: VWTC/John Meunier headworks products distribution

Dear Madam, Sir,

As specialists in potable water, process water, wastewater treatment and storm water management, Veolia Water Technologies Canada Inc. has been serving North American municipalities and industries since 1948.

With a wide range of technologies, we design, manufacture and service wastewater treatment plants, offering complete solutions with a wide range of highly efficient products and solutions.

Please be advised that Templeton & Associates Engineering Sales Inc. is our authorized sole sourced distributor for all our VWTC/John Meunier products consisting of screening, compacting, grit removal, storm water equipment and repair parts in the State of Alabama.

Thank you very much for your interest in Veolia Water Technologies Canada Inc. If you have any further questions, please contact Templeton & Associates Engineering Sales Inc.

Mr. Rob Coleman, PE
Templeton & Associates Engineering Sales Inc.
P: (205) 821-2511

Sincerely,

Conrad LaFleur

Application Support - Internal Sales (Parts and Services)
WATER TECHNOLOGIES

Office: 514-334-7230 #3309 / Fax: 514-334-7519
4105 Sartelon
Saint-Laurent, QC
Canada
H4S 2B3
conrad.lafleur@veolia.com

ISO 9001: 2015
www.veoliawatertechnologies.ca / www.veoliawaterstna.com

Resourcing the world **VEOLIA**

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PROPOSAL - SPARE PARTS

REFERENCE NUMBER: 499477 - REV1

JUNE 12 - 2023

PROJECT NAME: FAIRHOPE WWTP, AL

PROJECT NUMBER: 5000213074

CONTACT:

FIRM PROPOSAL

Madam, Sir,

Further to your request, please find below our revised spare parts proposal for the equipment located at Fairhope WWTP, AL.

PRICE SUMMARY

| Item | Parts # | Description | Qty | Unit price | Total |
|------|--|---|-------|---------------|-------------|
| | | Chain, sprocket & accessories : | | | |
| 1 | CMTRES200143 FXSCYS200396 FXNUYS200207 | **SS-316 complete chain set (10.2m/side) c/w fastener : - (10) / meter SS-304 3/8" screw; - (10) / meter SS-304 3/8" lock nut; | 20.4m | \$382.45/m | \$7 801.98 |
| 2 | FASPESxxxxxx | **SS-304 1330 mm wide perforated step element | 11 | \$1 006.14/ea | \$11 067.54 |
| 3 | FASPES200224 | **SS-304 bottom chain drive sprocket | 2 | \$1 582.18/ea | \$3 164.36 |
| 4 | FASPES316723 CMSPES300040 | **SS-304 upper chain drive sprocket c/w : - (1) mild steel keyless taper lock coupling; | 2 | \$1 537.98/ea | \$3 075.96 |
| 5 | FASPES200227 FXSCYD200273 FXWAYD200651 | **SS-304 bottom chain drive sprocket cap c/w fastener : - (3) SS-304 5/16" screw; - (3) SS-304 5/16" flat washer; | 2 | \$258.37/ea | \$516.74 |

WATER TECHNOLOGIES

| | | | | | |
|----|--|--|-------|-------------|------------|
| 6 | FASPES200226 | *Bottom half shaft nylatron sleeve | 2 | \$74.25/ea | \$148.50 |
| 7 | FASPES200228 FXSCYS200374 FXWAYS200667 | **SS-304 bottom half shaft c/w fastener : - (4) SS-304 3/8" screw; - (4) SS-304 3/8" lock washer; | 2 | \$797.83/ea | \$1 595.66 |
| 8 | FXRRZG200110 | *Bottom half shaft retaining ring | 2 | \$6.98/ea | \$13.96 |
| 9 | SEORES200109 | *Bottom half shaft O-ring | 2 | \$4.42/ea | \$8.84 |
| 10 | SEVRES200148 | *Bottom half shaft V-ring | 2 | \$71.60/ea | \$141.20 |
| 11 | FTADSS200099 | *SS-316 1/4" x 1/8" NPT adaptor | 2 | \$24.47/ea | \$48.94 |
| 12 | FPNISS200958 | *SS-316 1/8" NPT x 3" nipple | 2 | \$5.36/ea | \$10.72 |
| 13 | FPADSS312267 | *SS-316 1/8"NPT W coupling | 2 | \$4.42/ea | \$8.84 |
| 14 | CMBEGU303648 FXWAYV200670 FXNUYV200214 | *Single row drive brush bearing c/w fastener : - (2) SS-304 1/2" washer; - (2) SS-304 1/2" lock nut; | 2 | \$113.14/ea | \$226.28 |
| 15 | CMBEGU301942 FXWAYY200674 FXNUYY200222 | *Single row drive shaft pillow block bearing c/w fastener : - (4) SS-304 5/8" washer; - (4) SS-304 5/8" lock nut; | 2 | \$242.46/ea | \$484.92 |
| | | Plastic guide liners : | | | |
| 16 | FASPESxxxxxx FASPESxxxxxx FASPESxxxxxx FASPESxxxxxx FXSCYD200293 | ** (1) set of HDPE step element sliding guide c/w fastener (complete for 1 fine screen) : - (2) pcs of 2438 mm long; - (2) pcs of 1942 mm long; - (2) pcs of 2438 mm long; - (2) pcs of 471 mm long; - (38) SS-304 5/16" screw; | 1 set | \$2 510.84 | \$2 510.84 |
| 17 | CMSPES200123 FXSCYD200292 | *HDPE bottom right lateral guide c/w fastener : - (3) SS-304 5/16" screw; | 1 | \$222.50 | \$222.50 |
| 18 | CMSPES200124 FXSCYD200292 | *HDPE bottom left lateral guide c/w fastener : - (3) SS-304 5/16" screw; | 1 | \$222.50 | \$222.50 |
| 19 | CMSPES200129 FXSCYD200292 | *HDPE upper right lateral guide c/w fastener : - (4) SS-304 5/16" screw; | 1 | \$240.69 | \$240.69 |
| 20 | CMSPES200130 FXSCYD200292 | *HDPE upper left lateral guide c/w fastener : - (4) SS-304 5/16" screw; | 1 | \$240.69 | \$240.69 |

WATER TECHNOLOGIES

2/3



| | | | | | |
|----|------------------------------|--|---|-------------|------------|
| 21 | FASPESxxxxxx FXSCYD200292 | **HDPE 1578 mm long right or left lateral guide c/w fastener : - (7) SS-304 5/16" screw; | 2 | \$268.74/ea | \$537.48 |
| | | Lubricant : | | | |
| 22 | TOLUGU200651 | *EP NLGI multi-purpose grease 400gr | 4 | \$9.81/ea | \$39.24 |
| 23 | CMLBGU200056 | *Auto lubricator greaser 125ml 1/4mnpt | 4 | \$93.16/ea | \$372.64 |
| | | Gaskets : | | | |
| 24 | SEGARUxxxxxx | *Red rubber 1/8" thick inside drive shaft gasket ring | 2 | \$15.03/ea | \$30.06 |
| 25 | SEGACR312702 | *Neoprene 1/8" thick inside drive shaft self- adhesive gasket | 2 | \$118.88/ea | \$237.76 |
| 26 | FASPES200233 | *Red rubber 1/4" thick lateral element access door gasket | 2 | \$131.93/ea | \$263.86 |
| 27 | R080SALFREIGHT | Freight charges from Veolia Montreal, Canada to Fairhope WWTP, AL | 1 | \$2 765.00 | \$2 765.00 |

Total: \$35 997.70

Terms and Conditions:

- **All prices quoted are in USD funds and Net;**
- Applicable taxes not included;
- Prices are current for 30 days from date of issue;
- **Incoterms 2010: Ex-Works Montreal, Canada or otherwise specified;**
- **Estimated delivery after receipt of an order: *6-8 weeks **14-18 weeks (TBC);**
- Any quoted lead times and/or stock availability are estimates only at the time of quotation and are subject to change upon order placement due to inventory levels.
- A minimum order of 75\$ is required;
- **Pricing is sensitive to quantities quoted;**
- A minimum charge of 25% restocking fee will be applied to all pre-approved returned parts, **custom parts are not returnable;**
- Availability is contingent upon incoming orders;
- **Additional handling charges for all overseas package included;**
- The attached general terms and conditions are an integral part of all order resulting from the present proposal notwithstanding any other subject terms;

WATER TECHNOLOGIES



- Veolia Water Technologies Canada Inc. takes exception to all damage clauses;
- Warranty applies on equipment only (no process or performance warranty);

Warranty

- All spare parts have a 3 month warranty from delivery date (manufacturing parts only).

You may place an order at vwtservicecanada@veolia.com and refer to the above mentioned reference number. An order acknowledgement will be sent within 48 hours of receipt of your purchase order.

If you have any questions regarding this information, please do not hesitate to contact the undersigned at any time.

Best regards,

Conrad LaFleur

Application Support - Internal Sales (Parts and Services)

WATER TECHNOLOGIES

4105 Sartelon

Saint-Laurent, QC

Canada

H4S 2B3

Office: 514-334-7230 / Fax: 514-334-7519

ISO 9001: 2015

www.veoliawatertechnologies.ca

Direct Line: 1.844.737.8989 (1.844.SER.VWT9)

NOTE: Payment is due 30 days following receipt of invoice; applicable late charges will be 2% per month (24% yearly).

PROPRIETARY NOTICE

This proposal is confidential and contains proprietary information.

It is not to be disclosed to a third party without the written consent of Veolia Water Technologies Canada Inc.

WATER TECHNOLOGIES



GENERAL TERMS AND CONDITIONS FOR SALE

The present General Terms and Conditions of Sale of Products (Terms and Conditions) govern the supply of Products and Services (collectively the "Products") by Veolia Water Technologies Canada Inc. herein defined as "Veolia Canada". These terms and Conditions shall prevail over the Customer's terms and conditions of purchase whether or not provided to Veolia Canada. Neither commencement of performance nor delivery by Veolia Canada shall be construed as or constitute acceptance of Customer's terms and conditions of purchase. The present Terms and Conditions shall not be amended without Veolia Canada's prior consent in writing.

1. Definition and Interpretation

1.1 In the present Terms and Conditions:

'Customer' means a person to whom an Offer is made or to whom Products are supplied; Veolia Canada means Veolia Water Technologies Canada Inc. Veolia Canada and Customer shall be defined hereinafter individually or collectively as Party or Parties; 'Delivery Date' means the date set for delivery in the Offer or the Order, and if such Offer and Order conflict in such respect, then the date set out in the Offer unless agreed in writing by the parties; 'Intellectual Property' means all forms of intellectual property rights including patents, designs, drawings, copyright, trademarks, trade names, trade secrets or any other intellectual or industrial property right, whether registered or unregistered related to the Products; 'Offer' means an offer by Veolia Canada to supply Products; 'Order' means an effective contract to supply Products as per article 3 to which these Terms and Conditions apply; 'Products' means goods, spare parts, consumables, equipment or materials, and services as the case may be supplied by Veolia Canada to the Customer pursuant to an Order; 'Work' means the delivery of Products to the agreed point of delivery, and any installation or other related activities included in the Order. 1.2 In the present Terms and Conditions: a) clause importing the singular include the plural and vice versa; and c) words importing a gender include any gender.

2. Offer

2.1 Veolia Canada may vary the content of the Offer at any time before its acceptance. 2.2 Unless otherwise stated in the Offer, the Offer remains open for acceptance for thirty (30) days after its date, but may be withdrawn by Veolia Canada at any time before acceptance.

3. Effective date

3.1 The Order shall become effective upon Veolia Canada's written acceptance of the Customer's Order, unless otherwise agreed between the Parties.

4. Cancellation

The Customer may not cancel any Order unless the Customer: a) obtains Veolia Canada's prior written approval; and b) pays Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the cancellation of the Order (including without limitation any charges, termination costs, duties, taxes, expenses, design costs, expected profits, purchasing costs or other outgoings paid or incurred in expectation of the completion of the Order). Products returned without Veolia Canada's prior written consent will not be accepted for credit.

5. Variations and Change in Law

5.1 If the Customer requests in writing a variation to an Order: a) Veolia Canada will use its reasonable efforts to comply with the request; and b) if Veolia Canada can comply with the request: i) the Customer shall pay Veolia Canada the costs reasonably invoiced for the variation; ii) Veolia Canada will advise the Customer of any delivery delay resulting from complying with the request; and iii) Veolia Canada will advise the Customer of any impact on the warranties given in respect of the Products. 5.2 Any attempt by the Customer to unilaterally vary the content of an Order (including these Terms and Conditions), whether orally or in writing, is void. Veolia Canada shall not begin work related to the Variation unless agreement is reached between the Parties. Veolia Canada shall be entitled to compensation for any change in law having effect on the performance of the Order.

6. Price and payment

6.1 The price of Products shall be specified in the Offer to the Customer. Except as may be otherwise provided in an Offer, the price does not include any goods and services or consumer sales tax, and/or other similar taxes, excise and custom duties, required by law in the jurisdiction of delivery of the Products or otherwise. The Customer shall bear sole responsibility for the payment of any such tax or duty. 6.2 The price shall be subject to adjustment upon an increase in the cost of raw materials and/or wages according to the formula determined by Veolia Canada in its sole discretion, and upon written notice to the Customer. 6.3 Unless specified otherwise in writing, terms of payment are 100%, net 30 days. 6.4 Customer shall be charged 2% interest per month (24% per year) of any unpaid balance, and Customer shall pay all of Veolia Canada's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval. 6.5 All above prices are in Canadian Dollars. 6.6 Nothing in the provisions of clause 6.4 above shall limit any right Veolia Canada may otherwise have to recover payment of amounts due and/or damages.

7. Delivery and risks

7.1 Unless otherwise stated in an Order: a) Veolia Canada shall deliver the Products Ex Works - Veolia Canada factory; and b) the Customer must arrange to pick up the Products immediately upon the Delivery Date; and c) all risks including risk of loss or damage and care and custody to the Products shall pass to the Customer upon delivery as per a) above. Any use of the Products before acceptance other than at the time of the tests carried out in the presence of Veolia Canada shall be deemed to be Provisional Acceptance of the Work and shall automatically result in the immediate transfer of risk; and the beginning of the warranty period.

8. Ownership of the products

8.1 Subject to clause 8.2 below, Veolia Canada shall provide full and unrestricted title to the Customer for the Products free and clear of all liens, restrictions, reservations, security interests and encumbrances (save as for the intellectual property rights associated with the Products). 8.2 Ownership of the Products only passes to the Customer when all of the Products under the said Order are paid for in full. Until then: a) ownership of the Products remains with Veolia Canada; b) the Customer holds the Products as bailee for Veolia Canada; and c) the Customer shall maintain Veolia Canada's identification property signs on the Products.

9. Warranty

9.1 Unless otherwise stated in the Offer, Veolia Canada Products shall be guaranteed to be free from faulty materials, workmanship or defects for a fixed period of eighteen (18) months from the Delivery Date or (12) months from the date of substantial performance, whichever period expires the earliest. 9.2 The present warranty is subject to prior notification by the Customer to Veolia Canada within ten (10) business days after the discovery of the defect. 9.3 During the warranty period Veolia Canada will, at its sole discretion, either: a) repair or replace Ex-Works - Veolia Canada factory; or b) pay to the Customer the cost of replacing or repairing, at Customer's risk, that part or all of the Products which are reasonably found to be defective. Repair and/or replacement of Products shall not constitute an extension of the warranty period. 9.4 Customer's failure to notify Veolia Canada pursuant to clause 9.2 above shall constitute acknowledgement of compliance of the Products with the Order and the Customer shall then be deemed to have waived any such claim in relation to the Products with the Order and the Customer shall expressly stated in the Offer. THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS ARE THE SOLE AND EXCLUSIVE WARRANTIES OF VEOLIA CANADA. VEOLIA CANADA MAKES NO OTHER WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED, ORAL, WRITTEN, STATUTORY OR OTHERWISE INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES ARISING BY CUSTOM, TRADE USAGE, PROMISE, EXAMPLE OR DESCRIPTION, ALL OF WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED BY VEOLIA CANADA AND WAIVED BY THE CUSTOMER. The warranty provided for in the present clause shall not be extended, altered or varied except by a written instrument signed by Veolia Canada and the Customer.

10. Exclusions from warranty

10.1 The foregoing warranty shall only apply in respect of claims as a result of defects in the Products or parts thereof which become apparent within the applicable warranty period. 10.2 Veolia Canada shall not be liable in any way, whether in contract, tort, under statute or otherwise, for any failure of the Products to comply with the warranties given under clause 9 and, (if applicable) under the express terms of the Offer: a) unless the Customer can prove, to Veolia Canada's satisfaction, that the Customer stored, installed, used and operated the Products strictly in accordance with Veolia Canada's instructions (which the Customer will receive, or must request and receive before normal wear and tear, impact, improper use, or mishandling; or ii) repair, alteration or use beyond their specifications; iii) repair or modification in any way by any person other than Veolia Canada; iv) a force majeure event. For the purposes of clarification, the warranty provided by Veolia Canada in respect of the Products or the Work does not cover normal wear and tear. 10.3 The Customer acknowledges that: a) in order to comply with its warranty obligations, Veolia Canada shall not be obliged to make any change in the design and/or specifications of the Product, supplied by Veolia Canada (but the Customer agrees to accept such new model of the Product or replacement for the Product if offered by Veolia Canada); and b) Veolia Canada shall not be responsible for the replacement of consumable and spare parts items used in operation of the Products.

11. Exclusions and limitation of liability

11.1. The total and aggregate liability of Veolia Canada to the Customer, whether in contract, tort (including negligence), statute or under any other legal theory whatsoever shall in no event exceed twenty-five percent (25%) of the Order price. 11.2 Veolia Canada shall in no event be held liable to Customer for any indirect, special, punitive or consequential damages whatsoever arising under the Order, including any loss of profits, loss of revenues, loss of opportunities, loss of use, loss of production, loss of contracts. 11.3 The present clause 11 shall apply notwithstanding any other provision of any Order.

12. Purpose of products

12.1 The Customer acknowledges it relies solely on its own skill and judgment in all respects and in particular: a) in its decision to purchase the Products; and b) that the Products are fit for the purpose for which they are being acquired. 12.2 It is the Customer's sole responsibility to ensure that the Products are used for the purposes for which they were intended to be used.

13. Force Majeure

13.1 Veolia Canada shall not be held liable for any delay or failure in performance of any part of the Order to the extent that such delay or failure is caused by an event of force majeure, being an occurrence (other than in respect of beyond the reasonable control of such party; and which shall include, without limitation: accidental damage to its equipment or machinery; acts of God or of public enemy; and which shall include, without limitation: accidental damage to its equipment or machinery; acts of God or of public enemy; blockade, rebellion, insurrection, riot or other civil unrest or violence or sabotage; weather conditions, fire, storm, flood, earthquake, or other natural disaster; terrorism, bomb explosion; war, illness, epidemic or pandemic, including COVID-19; quarantine restrictions; industrial or labor disputes, labor shortage; transportation embargo; act or omission (including laws, regulations, disapprovals or to approve) of any other person (including a government, government agency, a supplier or a sub-contractor), the Customer, and shall be automatically relieved from performance of the Order for the entire duration of such event. 13.2 If the said event lasts for more than thirty (30) days, Veolia Canada shall have the right to terminate the Order with immediate effect by giving written notice to the Customer. 13.4 If Veolia Canada terminates an Order under this clause 13.3 due to a Force Majeure event as described in 13.1 affecting the Customer, the Customer shall pay Veolia Canada all costs incurred or damages suffered by Veolia Canada in connection with the Order (including without limitation any charges, duties, taxes, expenses, design costs, purchasing costs or other outgoings paid or incurred in the expectancy of completion of the Order).

14. Export control

Unless otherwise agreed by the parties in writing, and to the extent applicable to the Work, the Customer is responsible for compliance with all laws and regulations applicable to the storage, use, handling, installation, maintenance, removal, registration and labeling of all Products from and after Customer's receipt of the Products, as well as for the proper management and disposal of all wastes and residues associated with the Products (including but not limited to containers, excess or off-spec product, testing wastes, e.g., spent or expired lab reagents and test kits), applicable export control laws and regulations. Any permits and licenses which are required to operate or to use the Products shall be procured by Customer at Customer's sole expense.

15. Intellectual property

The Customer acknowledges that Veolia Canada preserves all the Intellectual Property rights on all Products of the Order. Accordingly, the plans, technical drawings and specifications supplied by Veolia Canada and more generally any documents or information communicated in conformance with the Order remain the full and whole property of Veolia Canada and can in no way be used by the Customer for any other purpose other than that set out in the Order, purpose of installing, maintaining and repairing the Products. During the execution and for five years following the termination date of the Order, the Customer commits not to reveal to any third party, officially or not, directly or indirectly, in writing or by other means, all or any of the information which would have been communicated to the Customer by Veolia Canada within the framework of the Order, except if the Customer obtains Veolia Canada's prior written approval. The term "information" includes, without limitation, the knowledge, the plans and the worksheets, and generally, all the technical, financial or commercial information that was exchanged or communicated in relation to the Order.

16. Customer's default

16.1 If: a) the Customer fails to make any payment required under the Order, including interests and any other amount owing to Veolia Canada, on the date or dates due; b) the Customer breaches any other provision of the Order, written notice requiring it to do so; or c) any step is taken to appoint a receiver, a receiver and manager, a trustee in bankruptcy, a liquidator, a provisional liquidator, an administrator or other like person in respect of part or all of the Customer's assets or business, Veolia Canada may: i) declare the entire sum remaining unpaid under the Order to immediately become due and payable; or ii) require the Customer to pay in advance of delivery or completion, or to immediately return to Veolia Canada any Product for which full payment has not been received by Veolia Canada; or iii) request the Customer to enter the premises in which the Products are stored and retake possession of them; and/or iv) resell all or part of the Products without notice. 16.2 This clause shall not limit any other right Veolia Canada may have to recover damages for breach of contract or any other claim under statute or at common law. For greater certainty, no failure or remedies herein provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any described in 16.1a) to c). Veolia Canada may also elect to terminate the contract in relation to the Order without prejudice to its right to claim all payment owed under the Order and under the present terms and conditions.

17. Early Termination

The Customer shall pay Veolia Canada, at the latest within 30 calendar days following the effective date of termination of the Order, the value of the Work conducted, performed or delivered on the Site in accordance with the Order and all the amounts remaining due to Veolia Canada on the date of termination and any early termination costs incurred or expected by Veolia Canada.



GENERAL TERMS AND CONDITIONS FOR SALE

18. Applicable law

Veolia Canada and the Customer agree that the Offer, the Order and these Terms and Conditions shall be governed in accordance with Canadian federal laws and the applicable provincial laws in which delivery occurs (the "Province"). For any delivery outside of Canada, the laws of the province of Ontario shall apply. All disputes arising between the parties in respect of such Offer, Order or Terms and Conditions shall be settled by arbitration, in the city of Montreal, Québec unless otherwise agreed to by the Parties.

19. Notices

19.1 All notices required to be given under the Order must be sent to the address of the recipient as set out in the Order (or any other address notified in writing by the recipient in accordance with the present clause). 19.2 Any notice will be deemed to have been duly given, if sent by mail, five (5) business days after posting, if delivered by hand, on signature of receipt acknowledging delivery and, if sent by facsimile transmission, on generation of an acknowledgment that the transmission has been successfully completed.



CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jason Langley

Date: 06/13/2023

Department: Water and Wastewater

| Expenditure Threshold | Distinctions | Quotes Required | Approval | Green Sheet | Resolution |
|-----------------------|----------------------------------|-----------------|-----------------------------|-------------|------------|
| Under \$5,000 | No restrictions | Not Required | N/A | N/A | N/A |
| \$10,001 and greater | Operational NON -Budgeted | Three | Council | Required | Required |
| \$5,001 – 7,500 | Operational Budgeted | Three | Treasurer | N/A | N/A |
| \$7,501 - \$15,000 | Operational Budgeted | Three | Finance/Treasurer/ Mayor | N/A | N/A |

QUOTES

| Vendor Name | Vendor Quote |
|-----------------------|--------------|
| 1. Veolia Water Works | \$ 35,997.70 |
| 2. | \$ |
| 3. | \$ |

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? Parts to rebuild screen at WWTP
 2. What is the total cost of the item or service? \$35,997.70
 3. How many do you need? one time
 4. Item or Service Is: New Used Replacement Annual Request
 5. Vendor Name (Lowest Quote): Veolia Water Works
 6. Vendor Number: 4415
- If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.*

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? Heasd Works Repairs \$80,000
3. Budget code: 004020-59502

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 approves the procurement of Internet Service for the Fairhope Police Department Greeno Road Annex from Southern Light, LLC dba Uniti Fiber (#23279) for a not-to-exceed annual cost of \$5,940.00.

[2] Original agreement for backup internet service for N. Section Street and primary provider for Quail Creek locations was awarded in 2021 (Bid 010-21) and (COF Project No. 1873). This would be an additional charge to the existing contracted services.

ADOPTED ON THIS 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 6/14/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval of the Procurement of Internet Service for the Fairhope Police Department Greeno Road Annex

Project Location: Police Department - Greeno Road Annex

Presented to City Council: 6/20/2023

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 5,940.00 Annually

Vendor: Southern Light, LLC dba Uniti Fiber (#23279)

Project Engineer: n/a

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

JUN 19 2023 11:17 *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
 Manna-34
 Plan/Zone-12
 Adult Rec-30

Project will be:

Expensed XXX
 Capitalized _____
 Inventoried _____

Expense Code: 001150-50380
 G/L Acct Name: Communications

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

Over (Under) budget amount: \$ 5,940.00

Funding Source:

Operating Expenses XXX
 Budgeted Capital _____
 Unfunded _____

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

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

Capital Lease: _____ Payment _____ Term _____

Original agreement for backup internet service for N. Section Street and primary provider for Quail Creek locations was awarded in 2021 (Bid 010-21) and (COF Project No. 1873). This would be an additional charge to the existing contracted services.

City Council Prior Approval/Date? _____

| | | |
|--|---|---|
| <p>Senior Accountant</p> <p>Purchasing Memo Date: <u>6/14/2023</u></p> <p>Request Approved Date: <u>6/19/2023</u></p> <p>Signatures: <u>Suzanne Doughty</u> Suzanne Doughty</p> | <p>City Treasurer</p> <p>Purchasing Memo Date: <u>6/14/2023</u></p> <p>Request Approved Date: <u>6/19/2023</u></p> <p>Signatures: <u>Kim Creech</u> Kim Creech</p> | <p>Mayor</p> <p>Delivered To Date: <u>6/19/2023</u></p> <p>Approved Date: <u>6/19/2023</u></p> <p>Signatures: <u>Sherry Sullivan</u> Mayor Sherry Sullivan</p> |
|--|---|---|



MEMO

To: Suzanne Doughty, Senior Accountant
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

From: Erin Wolfe, Purchasing Manager

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

Date: June 14, 2023

Lisa A. Hanks, MMC
City Clerk

Re: City Council Approval for Mayor to Sign a Unifi Fiber Service Order for Internet Service at the Fairhope Police Department Greeno Road Annex

Kimberly Creech
Treasurer

The I.T. Director, Jeff Montgomery, requests approval for the Mayor to sign a Unifi Fiber Service Order for internet service at the Fairhope Police Department Greeno Road Annex.

Southern Light, LLC d/b/a Unifi Fiber currently provides the internet service for North Section Street and Quail Creek, which was award in 2021. This service order would add the Fairhope Police Department Greeno Road Annex to the existing contract. The additional cost would be Four Hundred Ninety Five Dollars (\$495.00) per month, or Five Thousand Nine Hundred Forty Dollars (\$5,940.00) per year.

NOTES:

See Attached Vendor Service Order and Terms and Conditions for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve the Mayor to sign a Unifi Fiber Service Order for internet service at the Fairhope Police Department Greeno Road Annex.

CC: Jeff Montgomery, Clint Steadham

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

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



Service Order

| | |
|-------------------------|---|
| Offer Date: | 06/06/2023 |
| Description: | 100 Mbps City of Fairhope Greeno Road PD Annex to City of Fairhope PD |
| Opp. Number: | OPP-290465 |
| Requested By: | City of Fairhope AL 1570479 Jeff Montgomery jeff.montgomery@cofairhope.com (251) 928-8003 |
| Offered By: | Uniti Fiber Scott McMahan scott.mcmahan@uniti.com (251)445-1807 |
| Term (Months): | 24 |
| Opportunity Type | New Contract Term Type: New |

| | |
|--|----------------------------|
| A Service Address | A CPE Location |
| 329 Greeno Rd S, Fairhope, AL 36532-1919 | Fairhope Police Dept Annex |

| | |
|---|------------------------------------|
| Z Service Address | Z CPE Location |
| 107 North Section Street, Fairhope, AL 36532-2430 | City of Fairhope-Police Department |

| Quantity | Service | CPE Location A | CPE Location Z | Unit Monthly Charge | Unit One-Time Charge | Extended Monthly Charge | Extended One-Time Charge |
|----------|-------------------|----------------------------|------------------------------------|---------------------|----------------------|-------------------------|--------------------------|
| 1 | 100 Mbps Ethernet | Fairhope Police Dept Annex | City of Fairhope-Police Department | \$495.00 | \$0.00 | \$495.00 | \$0.00 |

| | |
|---|----------|
| Service Order Total Monthly Charge | \$495.00 |
| Service Order Total Non-Recurring Charge | \$0.00 |

Remarks

1. Offer is to connect the A Location to the Fairhope Police Department with a 100 Mbps Ethernet connection for a new 24 month term.
2. Bandwidth can be upgraded within term with no additional installation charges.

DocuSign will be utilized to route this Service Order form for electronic signature, name, title, date.

Please provide separate Implementation Form as soon as possible via email as electronic or scanned document to orders@uniti.com, via fax to 251-445-0642, or via online form where provided.

Customer acknowledges that Customer is ordering the Services from Uniti Fiber LLC, and/or its affiliate or subsidiary companies (collectively "Uniti Fiber"), and that local, state, and federal taxes and surcharges may apply. By signing, Customer acknowledges full and complete authority to bind Customer. Additional charges for any requested demarcation extension will be passed on to Customer. Access or other fees imposed by property owner shall be borne by Customer.

By signing this Service Order, Customer requests the Service ordered hereunder subject to the existing master services agreement or standard terms and conditions signed by the parties; or if none exists, then such Service is subject to the applicable terms and conditions of Uniti Fiber's standard terms and conditions (which may be changed from time to time at Uniti Fiber's discretion), a copy of which is available upon request. Uniti Fiber's master service agreement, any IP Transit service ordered hereunder shall be subject to the terms of Uniti Fiber's IP Transit Addendum which may be provided to Customer upon request and at Uniti Fiber's discretion may be changed or updated from time to time.

This Service Order becomes binding on Uniti Fiber upon Order Acceptance.

This Service Order fully incorporates the agreement titled Standard Terms & Conditions signed by Customer on the date 6/___/2023

Uniti Fiber

Signature: _____
 Name (printed): _____
 Title: _____
 Date: _____

City of Fairhope AL

Signature: _____
 Name (printed): _____
 Title: _____
 Date: _____

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

This Services Agreement (this "Agreement") is by and between Uniti Fiber LLC, a Delaware limited liability company ("Uniti Fiber"), and City of Fairhope AL, a/an Alabama Municipality ("Customer"), and is effective as of the date signed by Uniti Fiber below ("Effective Date").

1. Attachments and Service Orders: Customer and Uniti Fiber may execute a written order for a particular service (a "Service Order") using such Service Order form as provided by Uniti Fiber at the time of the order. A Service Order shall be deemed incorporated herein at the time Uniti Fiber provides Order Acceptance. The Service Order(s) and other attachments attached hereto and incorporated by reference detail the price, location, FOC date and other information about the service(s) to be provided by Uniti Fiber or its affiliates to Customer ("Services"), and are incorporated herein by reference. Customers may be required to forms relevant to e911, directory listing, and letter of authorization forms if ordering voice-related Services. All Services are offered subject to availability, and Uniti Fiber has the right not to accept any Service Order submitted by Customer. A Service Order may only be submitted to orders@uniti.com and shall be deemed accepted only after Order Acceptance by Uniti Fiber. If Uniti Fiber elects not to accept a Service Order submitted by Customer, Uniti Fiber shall use reasonable efforts to notify Customer of such rejection. "Order Acceptance" shall mean execution of the applicable Service Order(s) by a representative who has proper signatory authority and written notification (email is acceptable) sent to the other party that the Service Order has been reviewed and accepted.

2. Authorized Use: Customer may use the Services only for purposes which (a) are lawful, (b) do not violate Uniti Fiber's AUP and (c) are in compliance with the terms of this Agreement and any applicable attachments related to the specific Service. Internet Service provided by Uniti Fiber is intended for Customer's use only and may not be resold by Customer. Uniti Fiber offers all Services subject to availability; provided, however, if Customer has received notice that a Service Order has been accepted by Uniti Fiber, Uniti Fiber will provide Services for the term of such Service Order, subject to the terms of this Agreement and the Service Order. Uniti Fiber has the right to limit the manner in which any portion of its network and facilities ("Network") is used to protect the technical integrity of the Network. Any Service provided to Customer that includes bandwidth service is subject to Uniti Fiber's Acceptable Use Policy (AUP), which is incorporate herein by reference and is located at <https://uniti.com/uploads/documents/Uniti-Acceptable-Use-Policy6.25.2020.pdf>. By its signature below, Customer acknowledges receipt of the Acceptable Use Policy and any updates to such policy made by Uniti Fiber.

3. Cancellation, Modification, Delay or Expedition of Orders: Charges referenced hereunder are subject to modification from time to time by Uniti Fiber.

(a) Customer may request to cancel any Service Order(s) if the request is received in writing by Uniti Fiber prior to the Service Date (as defined in Section 7 below). Upon receipt of such request, Uniti Fiber shall use reasonable efforts to cancel the Service Order as promptly as possible. Each such request shall result in a cancellation charge to be invoiced to Customer equal to the costs incurred by Uniti Fiber through the date the applicable Service is cancelled, not to exceed fifty percent (50%) of the total monthly charges that would have been due during the Service Term (as defined in the Service Order). Once cancelled, a new Service Order must be submitted and accepted by Uniti Fiber if Customer wishes to order the Service.

(b) Customer may request the modification (including delay of Service) of any Service Order(s). Such requests must be made in writing at least three (3) business days before the date that Uniti Fiber is committing to deliver the Service (the "FOC date") and such requests are subject to acceptance by Uniti Fiber. Each such modification accepted by Uniti Fiber shall result in the

assessment by Uniti Fiber of a Service Order modification charge of \$250 (the "Modification Charge"). However, in the case of a requested delay, the first requested delay will be allowed by Uniti Fiber at no charge. Requests for delay may not exceed thirty (30) days cumulative. Any subsequent requests for delay, if allowed by Uniti Fiber, will result in a Modification Charge. If Uniti Fiber receives a written modification request for delay of installation less than three (3) business days prior to the FOC date Customer must pay, in addition to the Modification Charge, all recurring charges for the shorter of one billing month or the period from the original due date to the requested installation date.

(c) Customer may request Uniti Fiber to expedite the initial anticipated delivery date of any Service. Such requests must be made in writing and are subject to acceptance by Uniti Fiber. Each such request to expedite accepted by Uniti Fiber shall result in the assessment by Uniti Fiber of a Service Order expedite charge equal to Uniti Fiber's standard rates at the time of the request to expedite (the "Expedite Charge"). The Modification Charge shall be waived in those cases where the Expedite Charge is solely applicable.

(d) In addition to any charges imposed under clauses (a), (b) or (c) above, Uniti Fiber reserves the right to assess Customer any third-party charges incurred by Uniti Fiber to fulfill any request to cancel, modify, or expedite the Service Order(s).

4. Equipment, Installation and Interconnection: Other than the facilities, termination equipment, software and other devices or equipment provided by Customer or its end users in connection with the receipt and use of the Services ("Customer Property"), and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Uniti Fiber will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network ("System Equipment"), which equipment at all times remains Uniti Fiber's personal property, regardless of where located or attached. Uniti Fiber may change, replace or remove the System Equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. Customer may not rearrange or move or disconnect the System Equipment and is responsible for any damage to or loss of System Equipment caused by Customer's actions or omissions or that of its end users. Uniti Fiber has no obligation to install, maintain or repair any Customer Property. If any Customer Property is incompatible with Service(s) provided by Uniti Fiber, Customer is responsible for any special interface equipment, software or facilities necessary to ensure compatibility and Uniti Fiber shall not be required to deliver such Service(s) unless and until such additional Customer Property is installed and properly functioning. If, in responding to a service call from Customer, Uniti Fiber reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of Customer Property, including any installed for purposes of compatibility, Customer will pay Uniti Fiber for such service call at Uniti Fiber's then prevailing rates.

5. Special Construction Charge: During the term of this Agreement as set forth in Section 16, Customer may request Uniti Fiber to construct a network path to meet Customer's specific needs with respect to the provision of Services. In the event Uniti Fiber elects to accept such request, Customer shall pay Uniti Fiber a "Special Construction Charge" as agreed upon by the parties in writing prior to the commencement of said construction. The parties understand and acknowledge that payment of the Special Construction Charge in no way shall grant to Customer any ownership of said network path being constructed, including any fiber therein, the System Equipment, Uniti Fiber's other equipment or materials, or any portion of the Uniti Fiber Network whatsoever, all of which shall remain the sole and separate property of Uniti Fiber.

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

6. Access: Uniti Fiber requires a Customer point of contact that can be reached 24x7. Uniti Fiber may require access to Customer's or its end user's premises to install and maintain the Service and System Equipment necessary for the provision of Service. Customer must provide, or cause its end users to provide, at no cost to Uniti Fiber, reasonable access, space, power and environmental conditioning as applicable to the particular installation, and must use, and cause its end users to use, commercially reasonable efforts to obtain any necessary consents or rights of way from third parties for such purposes. The failure of Customer to obtain such consents or rights shall excuse Uniti Fiber's delay in performing the Services until such consent or right is obtained.

7. Commencement of Service: Uniti Fiber will promptly notify Customer on the date that Uniti Fiber has completed its obligations for the commencement of Service and such Service is available for Customer's use (the "Service Date"). Unless Customer notifies Uniti Fiber in writing by close of business on the Service Date that Service is not operational as a result of Uniti Fiber's failure to deliver the Service, the term of the Service Order will begin on the Service Date and billing will commence. If Customer so notifies Uniti Fiber, Uniti Fiber will use reasonable efforts to inspect the purported issue and correct any compliance issues. If Uniti Fiber does not identify a compliance issue with the Service, Uniti Fiber will notify Customer, and the Service Date will remain unchanged. If Uniti Fiber does identify a compliance issue, the Service Date for such Service will be deemed to be the date upon which Uniti Fiber corrects such issue.

8. Charges, Billing and Payment: Acceptance of a Service Order submitted by Customer and the provision of Service is subject to Uniti Fiber's approval of Customer's credit standing. Uniti Fiber may require a deposit prior to the provision of Service or at any time as a condition to the continued provision of Service, if Uniti Fiber reasonably believes Customer's credit standing or payment record so requires such additional security for payment. Billing for Service begins on the Service Date and will not be delayed due to Customer Property not being ready or Customer's readiness to accept or use the Service. Uniti Fiber bills in advance for Service, except for usage-based charges for voice-related services. Any installation charges or other non-recurring charges, which are non-refundable, should appear on the first monthly invoice but may be delayed. Taxes, surcharges, any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise, and governmental fees are not included in Uniti Fiber's charges and will be billed and paid by Customer as separate line items. Customer will pay all taxes, fees, surcharges or assessments unless and until Customer provides Uniti Fiber with a valid exemption certificate or other supporting documentation reasonably requested by Uniti Fiber. All amounts billed are due by the next billing date. Any payment or portion thereof not made when due is subject to a late charge of 1.5% per month on the unpaid amount or, if lesser, the maximum rate permitted under applicable state law. Notwithstanding anything to the contrary herein, in the event of the nonpayment by Customer of an invoice for any Service(s) or equipment for a period exceeding thirty (30) days after the invoice due date, Uniti Fiber may, in its sole and absolute discretion, suspend providing Services to Customer (whether under this Agreement or other contract between Customer and Uniti Fiber), retrieve any equipment and pursue all legal remedies available to Uniti Fiber for such breach. Upon notice to Customer, Uniti Fiber may change rates ("New Rate(s)") offered pursuant to special arrangement or individual case basis pricing if the provision of service at the original rate(s) becomes economically infeasible. If Customer does not accept the applicable Service(s) at the New Rate(s), Customer may terminate such Service(s) without Termination Liability by submitting a termination request in writing to Uniti Fiber within fourteen (14) days of receiving notice from Uniti Fiber of the New Rate(s). Billing for a terminated Service

will stop thirty (30) days from the date the disconnect request is acknowledged by Uniti Fiber unless a specific date of greater than thirty (30) days is requested.

9. Claims and Disputes: If Customer reasonably disputes any charges billed hereunder, Customer must submit a documented claim regarding the disputed amount within 30 days of receipt of the bill on which the disputed charges appear. All claims regarding disputed charges not submitted to Uniti Fiber within such time are deemed waived and such charges accepted. Withheld disputed amounts determined in favor of Uniti Fiber will bear interest at the lesser of 1.5% per month or the maximum rate allowed by applicable state law from the date payment was due to the date payment was made.

10. Service Level Guarantee on Uniti Facilities and Available Credits: Uniti Fiber will issue credit allowances for service outages on Uniti facilities as set forth below following Customer's written request. Such credit will appear on the next invoice following processing. An outage of Service on Uniti facilities (excluding managed network, IT services, and LTE Services) begins when Customer reports the outage to the appropriate Uniti Fiber number(s) to open a trouble ticket, and ends when the affected circuit is fully operational, as evidenced by the closing of the trouble ticket. No credits will be given for outages that are (a) caused by Customer or an end user; (b) due to failure of power or Customer Property; (c) during any period in which Uniti Fiber is not given access to the Service premises; (d) part of a planned outage for maintenance; or (e) due to a Force Majeure Event. Services provisioned entirely on Uniti Fiber's Network will be credited at 1/1440 of the monthly recurring charges per 30-minute outage up to and including a 24-hour period, or if an outage is greater than 24 consecutive hours, at 1/144 of the monthly recurring charges per 3-hour outage. If 3 or more trouble tickets have been opened for a particular Service in a 30-day period for outages totaling an aggregate of 6 hours of outage in that 30-day period, and the cause of each outage is determined to be in Uniti Fiber's Network or System Equipment and is not due to a Force Majeure Event, such Service will be deemed a chronic trouble Service, and Customer may terminate the Service without incurring a Termination Liability.

11. Wireless LTE Services: For Customers purchasing wireless LTE Services, the underlying wireless carrier service is not directly provided by Uniti Fiber. The underlying wireless carrier has the right to manage its network, which may include throttling of speed or other measures up to and including suspension or termination of Service.

12. Cloud Connect Services: For Customers purchasing Cloud Connect Services, in addition to Uniti Fiber's Acceptable Use Policy, any Customer purchasing Cloud Connect Service hereby agrees to the Cloud Connect Acceptable Use Policy and the Cloud Connect Privacy Policy. "Cloud Connect Acceptable Use Policy" means the policy as it may be amended by PacketFabric from time to time, which is available at <https://www.packetfabric.com/acceptable-use-policy/> or at an alternate link identified on www.packetfabric.com. "Cloud Connect Privacy Policy" means PacketFabric's privacy policy as amended by PacketFabric from time to time, which is available at <https://www.packetfabric.com/privacy/> or at an alternate link identified on www.packetfabric.com. Uniti Fiber's Cloud Connect Service is a Layer 2 private connection to Cloud service providers ("CSPs") from the Uniti Fiber network. Customer understands and acknowledges that for Cloud Connect Services, Uniti Fiber is only responsible for the connectivity to the CSP provider. Uniti Fiber is not responsible for configuration, deployment, management, or performance of the CSP infrastructure or application services nor shall Uniti Fiber be liable for same.

13. Governmental Authorization, Regulatory Changes: Each party must comply with all applicable federal, state and local laws,

UNITI FIBER – CONFIDENTIAL & PROPRIETARY

Page 2 of 4

Customer Initial: _____

UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS

rules, regulations and orders in performing its obligations hereunder. To the extent any provision of this Agreement conflicts with any such applicable law, rule or regulation, such law, rule or regulation will supersede the conflicting provision, however, all other provisions will be enforced to the extent permitted by law and in accordance with the commercial intent of the parties. Uniti Fiber may discontinue, limit or impose additional requirements to the provision of Service, upon 15 days written notice, as required to meet governmental regulatory requirements or when such requirements have a material adverse impact on the economic feasibility of Uniti Fiber providing Service, as determined in Uniti Fiber's reasonable business judgment.

14. Indemnification: Each party ("Indemnitor") must indemnify, defend and hold harmless the other party ("Indemnitee") from all losses or damages arising from or related to personal injury or property damage caused by the negligence or willful misconduct of Indemnitor. Customer must indemnify, defend and hold harmless Uniti Fiber from all losses or damages arising from Customer's breach of this Agreement, violation by Customer of any 3rd party intellectual property right, all claims of any kind by Customer's end users, or any act or omission of Customer in connection with any Service provided hereunder.

15. Limitation of Liability: Uniti Fiber is not liable for any indirect, incidental, consequential, special or punitive damages (including without limitation, lost profits or revenue) arising out of or related to the provision of Services hereunder or its indemnification obligations hereunder, including any claims made by or through third parties, or for any claim by Customer made more than one year after the occurrence of the event for which a claim is made. Uniti Fiber's liability to Customer shall in no event exceed one month's calculation of monthly recurring charges for the applicable Services. Uniti Fiber has no liability or obligation to Customer or its end users whatsoever for the content of information passing through its Network. Note for Customers purchasing SD WAN Services: VeloCloud will not have any direct relationship with or obligation to Customer under this Agreement.

16. Term: Subject to Section 17 and Section 18 below, this Agreement is effective for a period of five (5) years and commences upon the Effective Date. Thereafter, this Agreement remains in effect solely with respect to any then-current Service Order until the expiration or earlier termination of such Service Order(s). The term for which Customer is purchasing Services ("Service Order Term") shall be set forth on the applicable Service Order. Uniti Fiber and Customer may negotiate a renewal term at least thirty (30) days prior to the expiration of the initial Service Order Term. If the parties do not agree in writing to a renewal of the Service Order Term prior to its expiration, then Service(s) shall continue on a month-to-month basis at a rate not to exceed 150% of the prior rate until either of the parties terminates the Service(s) upon thirty (30) days' written notice. Upon termination of this Agreement, all rights of Customer to order new Services cease and Uniti Fiber has no further obligations to furnish Services to Customer.

17. Termination by Uniti Fiber:

(a) Uniti Fiber may terminate this Agreement or any Service Order hereunder or suspend Services, with prior written notice, upon: (i) Customer's failure to pay any amounts as provided herein; (ii) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (iii) any insolvency, bankruptcy, assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer or its affiliates; (iv) any governmental prohibition or required alteration of the Services or if Uniti Fiber is unable to reasonably maintain any necessary Underlying Rights. "Underlying Rights" shall mean any right to use a service, facility or asset used by Uniti Fiber to deliver Service(s) to the Customer; including but not limited to pole attachments, franchise agreements, colocation agreements and dark fiber agreements.

(b) Uniti Fiber may terminate or suspend Services without notice if: (i) necessary to protect Uniti Fiber's Network; (ii) Uniti Fiber has reasonable evidence of Customer's fraudulent or illegal use of Services; or (iii) required by regulatory or other governmental authority.

(c) Any termination pursuant to this Section 17 shall not relieve Customer of any liability incurred prior to such termination or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Service or applicable Service Order not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Uniti Fiber in accordance with this Section 17 part (a)(i), (a)(ii), (a)(iii) or (b)(ii) and/or any other breach of this Agreement by Customer, and Customer wants to restore such Service, Customer first must pay all past due charges, any applicable non-recurring charge(s) and/or reconnection charge and a deposit equal to 2 months' recurring charges. All requests for termination will be processed by Uniti Fiber in 30 days or less. Customer must pay for Services until such termination occurs.

18. Termination Liability: If Uniti Fiber terminates this Agreement or any Service Order(s) hereunder pursuant to Section 17 above, or if Customer terminates this Agreement or any Service Order(s) hereunder for any reason (other than Uniti Fiber's material breach of this Agreement that remains uncured after written notice and a reasonable cure period of at least thirty (30) days or termination as permitted by Section 21), Customer must pay immediately to Uniti Fiber all monthly recurring charges associated with the terminated Service(s) for the balance of the Service Order Term(s) in such Service Order(s) and any outstanding non-recurring or other charges permitted hereunder ("Termination Liability").

19. Assignment: Customer may not assign or otherwise transfer this Agreement, any Service Order or any rights and/or obligations contained therein (including pursuant to a merger or change of control of Customer) without the prior written consent of Uniti Fiber, not to be unreasonably conditioned, withheld or delayed.

20. Entire Agreement: This Agreement, together with the Service Order(s), the Acceptable Use Policy, any attachments and all applicable tariffs incorporated herein by this reference, sets forth the entire agreement of the parties with respect to the subject matter hereof, and supersedes any prior agreements, promises, representations, understandings and negotiations between the parties with respect thereto. In the event of a conflict, the applicable Service Order shall prevail over this Agreement and any applicable tariff shall prevail over both. Any modifications, amendments, supplements to or waivers of this Agreement must be in type and executed by authorized representatives of both parties. Any handwritten changes or edits that have been inserted without authorization by both parties shall not be incorporated into this Agreement.

21. Force Majeure: Uniti Fiber is not liable to Customer or any third party for any failure of performance if such failure is due to any cause or causes beyond its reasonable control (a "Force Majeure Event"), including without limitation, acts of God, fire, explosion, vandalism, acts of terrorism, cable cut, adverse weather conditions, governmental action or inaction, labor difficulties and supplier failures. Invocation of this clause shall not relieve Customer of its obligation to pay for any Services provided to Customer. In the event such Force Majeure Event continues for 45 days, Customer may terminate the affected portion of the Services upon no less than thirty (30) days prior written notice.

22. Governing Law: This Agreement is governed by and subject to the laws of the State of Delaware, excluding its principles of conflicts of law.

UNITI FIBER – CONFIDENTIAL & PROPRIETARY

Page 3 of 4

Ver. 06.30.21

Customer Initial: _____

**UNITI FIBER LLC
SERVICES AGREEMENT - STANDARD TERMS AND CONDITIONS**

23. Headings: The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement.

24. Relationship of Parties: The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties.

25. Jurisdictional Reports: At least annually and at any time upon Uniti Fiber's request, Customer will provide Uniti Fiber with reports of its estimated or actual percentage of interstate and intrastate use of Uniti Fiber's Services.

26. Litigation: If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party.

27. Non-Exclusivity: This Agreement is non-exclusive. Nothing herein prevents either party from entering into similar arrangements with other entities.

28. Notices: Whenever written notice is required to be provided by this Agreement, Uniti Fiber must provide such notice to Customer's billing address, and Customer must provide such notice to Uniti Fiber at 107 St. Francis Street, Suite 1800, Mobile, AL 36602, Attn: Finance. A notice is deemed given when delivered at such designated address.

29. No Waiver: Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement.

30. Confidentiality; Use of Name: Customer may not issue a news release, public announcement, advertisement or other form of publicity concerning the existence of this Agreement, the Services provided hereunder or the terms, conditions or pricing set forth in this Agreement or any Service Order without the prior written consent of Uniti Fiber. Customer may not use Uniti Fiber's name, logo or service mark in marketing services to end users.

31. Representations and Warranties: Each party represents and warrants that it is fully authorized to enter into this Agreement and any Service Order hereunder. Uniti Fiber represents and warrants to Customer that any Services provided hereunder will be performed in a professional manner by qualified and trained personnel. UNLESS SPECIFICALLY STATED HEREIN OR IN ANY SERVICE ORDER, UNITI FIBER MAKES NO OTHER

WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

32. Severability: If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent.

33. Survival: The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate.

UNITI FIBER LLC

Signature: _____

Name (printed): _____

Title: _____

Date: _____

City of Fairhope AL

Signature: _____

Name (printed): _____

Title: _____

Date: _____

CITY OF FAIRHOPE PURCHASING DEPARTMENT REQUEST FORM

Name: Jeff Montgomery

Date: 6/6/23

Department: IT for Police Department

ITEM OR SERVICE INFORMATION

1. **What item or service do you need to purchase?** Point to Point Fiber – AUTHORIZE MAYOR TO SIGN
2. **What is the total cost of the item or service?** 495.00 a month
3. **Where will the item or service be physically located?** New Police Annex on Greeno
4. **What is the primary function of the item or service?** Provide Network for Building
5. **How many do you need?** Click or tap here to enter text.
6. **Item or Service Is:** New Used Replacement Annual Request
7. **When do you anticipate implementation?** Will order once approved
8. **Additional Information or Comments:** This connection will tie into our existing Uniti Fiber for Quail Creek and Backup Internet Connection.

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. **What is the Capital Project Name or Operating Budget Code:** 50380
4. **Check any applicable boxes:** State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

Email completed form with quotes or other supporting documentation to deedee.brandt@fairhopeal.gov and jennifer.bush@fairhopeal.gov.

PURCHASING USE ONLY

Vendor Name: Vendor Number: 23279

Current Business License: Yes No

C-O-P-Y

COF Project No.

1873

City of Fairhope
Project Funding Request

Issuing Date: 1/18/2021

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 010-21 Internet Service 2021 for North Section Street and Quail Creek to Southern Light, LLC Three (3) year agreement

Project Location: North Section Street and Quail Creek

Presented to City Council: 1/22/2021

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution #: 3453-21
Approved: JAN 19 '21 AM 10:10

Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 11,640.00 per year plus taxes

Vendor: Southern Light, LLC, a Utility Company

Project Engineer: n/a

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

| Department Funding This Project | | | | | | | | | |
|--|---------|-----------------|-----------|--------|-----------------|-------------|-----------|---------------|-----------|
| General | Gas | Electric | Water | Sewer | Gas Tax | Cap Project | Impact | Health | 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 | Sanitation-40 | |
| Fac Maint-45 | Golf-50 | Colf Grounds-55 | Museum-70 | | Debt Service-85 | Maria-36 | Plan/Zon | | |

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: XXXX-50380 Various Department
G/L Accl Name: Communication

Grant: _____ Federal - not to exceed amount
State _____
City _____
Local \$0.00

Project Budgeted: \$ 11,640.00
Balance Sheet item- Included in projected cash flow \$0.00

Over (Under) budget amount: \$ _____

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

Capital Lease: _____ Payment _____ Term _____

Comments: Backup internet for Downtown and primary internet for Quail Creek

City Council Prior Approval/Date? _____

| | | |
|--|---|--|
| City Treasurer | Finance Director | Mayor |
| Purchasing Memo Date: <u>1/8/2021</u> | Purchasing Memo Date: <u>1/6/2021</u> | Delivered To Date: <u>1/19/2021</u> |
| Request Approved Date: <u>1/19/2021</u> | Request Approved Date: <u>1/19/2021</u> | Approved Date: _____ |
| Signature: <u>Kim Creech</u> Kim Creech | Signature: <u>Jill Cabanis</u> Jill Cabanis, MBA | Signature: <u>Sherry Sullivan</u> Mayor Sherry Sullivan |

RESOLUTION NO. 3953-21

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

[1] That the City of Fairhope did request, receive, and open bids for Internet Service 2021 for North Section Street and Quail Creek for a Three-Year Agreement (Bid No. 010-21).

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

Please see attached Bid Tabulation for
Internet Service 2021 for North Section Street and
Quail Creek for a Three-Year Agreement

[3] After evaluating the bid proposals with the required bid specifications, Southern Light, LLC with a total bid proposal of \$11,640.00 per year, is now awarded the bid for Internet Service 2021 for North Section Street and Quail Creek for a Three-Year Agreement.

Adopted on this 25th day of January, 2021


Jack Burrell, Council President

Attest:


Lisa A. Hanks, MMC
City Clerk



MEMO

To: Kimberly Creech, Treasurer

From: *Delores A. Brandt*
Delores A. Brandt, Purchasing Manager

Date: January 8, 2021

Re: Bid 010-21 Three Year Internet Services 2021 Award and Council Approval

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The IT Department requests approval of award of **Bid 010-21 Three Year Internet Services 2021**, a budgeted item for FY21 of over \$10,000.

Specifications for Internet ISP Connections were provided by the IT Department and the bid was issued to six (6) qualified companies and properly advertised. Two bids were received and Jeff Montgomery, IT Department Director, recommends the selection of Option 1 submitted by **Southern Light, LLC, a Uniti Company** who bid our North Section Street location as well as Quail Creek in the annual amount of **ELEVEN THOUSAND SIX HUNDRED AND FORTY DOLLARS AND ZERO CENTS (\$11,640.00)** with a not-to-exceed cost for the three-year contract of \$34,920. See attached quotation for details.

Please compose a greensheet and obtain approval for this over \$10,000 procurement for a FY21 budgeted three-year contract for Three Year Internet Services for the City of Fairhope with Southern Light, LLC, a Uniti Company, at a cost of \$11,640.00 per year, not to exceed \$34,920.00 for the three years.

Cc: File, J. Montgomery

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

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

PROJECT REQUEST FORM

Project Owner: Jeff Montgomery Department: IT
Bid Number and Name: BID 010-21 Three Year Internet Services 2021
Budget Amount: \$32,170.00 Budget Code: 50380
Anticipated Start Date: 1/25/2021 Project Duration: 60 days
Bid Duration: 2.5 Weeks Engineer of Record: N/A
Pre-Bid Meeting: No Yes Date: N/A Mandatory Non-Mandatory
Scope of Work Provided By: Jeff Montgomery Contract Extensions: No Yes
Project Administered: Internally Externally By: N/A
Bidders List Review: No Yes By: Jeff Montgomery
Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum
Bonds: Bid Performance Labor & Materials Contract: Standard Construction Professional
Related Bids/RFs: N/A Bid Opening: January 6, 2021, 9:00 A.M.
Notes: Budget is to be split between all departments per Jeff Montgomery.
Contract will be for three years.

SIGNATURES

Requestor: *JM*
Jeff Montgomery (Dec 18, 2020 07:27 CST)

Finance Director: *Jill Cabanis*

City Treasurer: *Kimberly Creech*
Kimberly Creech (Dec 18, 2020 08:19 CST)


Mayor: *Sherry Sullivan*
Sherry Sullivan (Dec 20, 2020 16:04 CST)

CITY OF FAIRHOPE TABULATION
Bid 010-21 Three Year Internet Services 2021
BID OPENED: Wednesday, January 6, 2021, 9:00 a.m.

| Vendor | Bid Documents Signed/Notarized (Y/N) | Addendum 1 | Option 1 Annual Price | Option 2 Annual Price | Option 3 Annual Price |
|--------------------------------------|--------------------------------------|------------|-----------------------|-----------------------|-----------------------|
| Southern Light, LLC, a Uniti Company | YES | YES | \$ 11,640.00 | \$ 17,400.00 | \$ 19,600.00 |
| AT & T | YES | YES | \$ 15,784.80 | \$ 28,932.00 | \$ 62,215.20 |
| Charter Communications | | | NO RESPONSE | | |
| C Spire | | | NO RESPONSE | | |
| DeltaCom | | | NO RESPONSE | | |
| Granite Telecommunications | | | NO RESPONSE | | |

Recommendation: Award bid 010-21 to Southern Light, LLC, a Uniti Company

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


 Signature
 Jeff Montgomery, Director of Information Technology
 Date 1/16/21


 Signature
 Delores A Brandt, Purchasing Manager
 Date 1/16/21

UNITI FIBER RESPONSE TO INVITATION BID No 010 THREE YEAR INTERNET SERVICES

ITEM III
BID RESPONSE FORM

Date: 1/4/2021

BID NO. 010-21
BID NAME Three Year Internet Service 2021

Base 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 owner agrees to provide the following materials: NONE

Bid Duration: One (1) year from signing date of contract, with the option to extend bid or contract for up to two (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to extending the bid or contract.

We propose to meet or exceed the bid specifications for the sum of:

- Annual Total Price: Option 1 100 Mbps + 100 Mbps \$ 11,640.00
(Main location + Quail Creek Location)
- Option 2 500 Mbps + 500 Mbps \$ 17,400.00
(Main location + Quail Creek Location)
- Option 3 1 Gbps + 500 Mbps \$ 19,600.00
(Main location + Quail Creek Location)

The work shall be completed within 45 days, and Sooner If Possible (SIP)

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

| <u>ADDENDUM NO</u> | <u>DATE ISSUED</u> | <u>ADDENDUM NO</u> | <u>DATE ISSUED</u> |
|--------------------|--------------------|--------------------|--------------------|
| <u>1</u> | <u>12/18/2020</u> | <u> </u> | <u> </u> |

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

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

WITNESS our hands this 4th day of January, 2021.

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Southern Light, LLC, a Uniti company

Name of Corporation, Partnership or Joint Venture

BY: [Signature]

(SIGNATURE of Officer authorized for sign Bids and Contracts for the firm)

Andy Newton

(PRINT name of Officer authorized for sign Bids and Contracts for the firm)

N/A

(PRINT NAME(S) OF OTHERS IF IN PARTNERSHIP)

Southern Light, LLC, a Uniti Company

Business

107 St. Francis St, Suite 1800

Business Mailing Address

Mobile, AL 36602

City, State, Zip Code

GENERAL CONTRACTOR'S LICENSE 48651

Alabama Foreign Entity ID

N/A

(Required of Out of State vendors)

THIS MUST BE NOTARIZED

NOTARY FOR CORPORATION, PARTNERSHIP OR JOINT VENTURE

STATE OF Alabama

COUNTY OF Mobile

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

Andy Newton and N/A, as President and
Print name of Bid signer Print name of Bid signer Title

N/A, respectively, of Southern Light, LLC, a Uniti Company
Title Print Company name

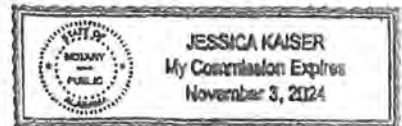
whose name(s) is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 4th day of January, 2021.

Notary Public Jessica Kaiser

My Commission Expires 1/1

END OF BID RESPONSE FORM



ITEM VIII
SCOPE OF WORK AND SPECIFICATIONS

Bid No 010-21 Three Year Internet Services 2021

The awarded Vendor to provide all necessary supervision, labor, tools, materials and safety equipment to perform the following tasks:

8.0 SCOPE OF WORK:

The City of Fairhope is seeking bids from vendors who provide internet ISP Connections as outlined in the Specifications below.

8.1 SPECIFICATIONS:

Provided by IT dept.

8.1.1 LOCATION FOR SERVICE: 107 North Section St. Fairhope, AL 36532

| | Option 1 | Option 2 | Option 3 |
|-----------------|----------|----------|----------|
| Upload Speed: | 100Mbps | 500Mbps | 1Gbps |
| Download Speed: | 100Mbps | 500Mbps | 1Gbps |

8.1.2 Vendors who are owned and Operated in the State of Alabama are preferred.

8.1.3 Vendors who own their own network and are not resellers of infrastructure are preferred.

8.1.4 NOC must be manned 24/7/365

8.1.5 Service must be delivered across a network that is not oversubscribed with symmetrical upload and download speeds

8.1.6 Service Provider shall guarantee 45-minute phone response by a qualified engineer to trouble shoot and repair equipment or routing issues.

8.1.7 Service Provider shall guarantee 2 hour on site response and replacement of equipment. Penalty for failure to provide response is full credit for one month on subject facility and ability for the City to cancel the contract without penalty.

8.1.8 Network Service Availability must be 99.99%

8.1.9 Frame Loss Rate: < 6.25E-7

8.1.10 Latency: 10 ms one-way from Customer edge to provider edge

8.1.2 LOCATION FOR ETHERNET ACCESS FOR REMOTE SITE: 19841 Quail Creek Dr. Fairhope, AL 36532

Options 1-3:

| | |
|-----------------|---------|
| Upload Speed: | 100Mbps |
| Download Speed: | 100Mbps |

Option 4:

| | |
|-----------------|---------|
| Upload Speed: | 500Mbps |
| Download Speed: | 500Mbps |

8.1.2.1 This connection is to join the Local Area Network for the City of Fairhope to the Local Area Network for Quail Creek. Connection to the public Internet will be provided to Quail Creek from the connection specified above.

8.1.4 MISCELLANEOUS REQUIREMENTS

8.1.4.1 All work to be done in a neat and professional manner.

8.1.4.2 All applicable licenses or permit fees to be acquired and paid by **CONTRACTOR**.

8.1.4.3 **CONTRACTOR** to provide all necessary services and materials unless stated otherwise above.

8.1.4.4 **CONTRACTOR** to comply with all applicable laws, codes, and regulations, including safety, fire, health, environmental and insurance. **CONTRACTOR** will perform all work in compliance with meeting or exceeding Manufacturer's and industry standards.

8.1.4.5 **CONTRACTOR** to cleanup job site and remove all waste and non-salvageable material in accordance with applicable laws, codes and regulations.

8.1.4.6 The **CONTRACTOR** will be responsible for all minor facilities and equipment damages (e.g., paint, drywall and etc.) caused by the **CONTRACTOR** resulting from negligence during the execution of this contract. This includes but is not limited to damage too small to be covered by the **CONTRACTOR'S** insurance.

8.1.4.7 Written change proposals shall be provided to the project manager by the **CONTRACTOR** for any requested modification to the plans, specifications or other contract requirements. The proposal shall include add-on or deduct costs, if any. The project manager will return an approved change order prior to any change implementation.

8.1.4.8 All salvageable material remains property of the City of Fairhope, and to be delivered by **CONTRACTOR** to the City of Fairhope Warehouse, 555 South Section Street, Fairhope, Al.

8.1.5 SPECIAL CONDITIONS

8.1.5.1 EXCEPTIONS TO SPECIFICATIONS:

These specifications are based upon design and performance criteria which have been developed by the City of Fairhope as a result of extensive research and careful analysis of the data. Subsequently, these specifications reflect the only type of equipment, material(s) or supplies that is/are acceptable at this time. Therefore, exceptions may be accepted if they are minor, equal, or superior to that which is specified, and provided that they are listed and fully explained on a separate page entitled, "Exceptions to Specifications". The CITY shall determine which (if any) exceptions are acceptable and this determination shall be final.

END OF SCOPE OF WORK

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves to reclassify one Water Technician I (Grade 6) to Utility Intern Position (Grade 3) for three months; and then revert back to a Water Technician I position.

ADOPTED THIS 26TH DAY OF JUNE, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

**AUTHORIZING THE SUBMISSION OF AN FY23 GRANT FROM
BLUE CROSS BLUE SHIELD NATIONAL FITNESS CAMPAIGN**

WHEREAS, the Blue Cross Blue Shield National Fitness Campaign is accepting grant applications for the FY 2023 Fitness Grant Program; and

WHEREAS, the City of Fairhope has identified a need to install a Fitness Court to provide an outdoor gym to help build a healthy community; and

WHEREAS, the total project cost estimate is \$120,000.00 and the City is requesting \$40,000.00 in FY2023 Fitness Grant Program with Fairhope Rotary donating \$40,000.00; and the City's match being \$40,000.00; and

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, That the City of Fairhope authorizes submission of a grant application to Blue Cross Blue Shield National Fitness Campaign requesting an FY2023 Fitness Grant in the amount of \$40,000.00; and authorizes Mayor Sullivan to sign the required grant documents on behalf of the City.

Adopted on this 26th day of June, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, City Clerk



**STATEWIDE
CAMPAIGN BRIEFING
INVITATION**
2023

NATIONAL FITNESS CAMPAIGN
BROUGHT TO YOU BY



MASSACHUSETTS





WHO WE ARE

National Fitness Campaign is a San Francisco based social enterprise and consulting firm



WHAT WE DO

NFC develops public-private partnerships with cities, schools and sponsors to build healthy communities



40+ YEARS IN THE MAKING

CAMPAIGN HISTORY



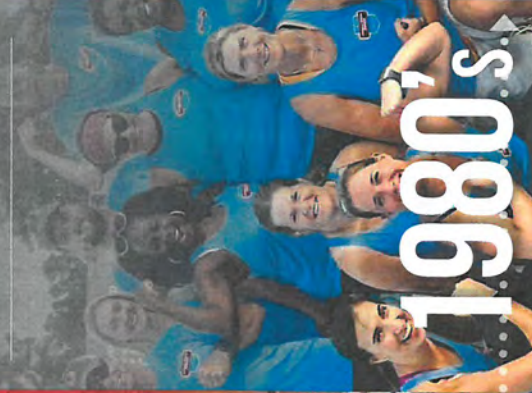
FITNESS COURT INVENTED
SAN FRANCISCO • STANFORD



1979



FIRST NATIONAL SPONSOR
3 COUNTRIES • 10,000 FITNESS COURTS



1980's



REDESIGNED
FOR IMPACT IN 21ST CENTURY



2012



WELCOMING 500TH
HEALTHY COMMUNITY ACROSS AMERICA



2023



NFC EXPANDS TO 10,000
COMMUNITIES WITH PARTNERS



2030's



OUR MISSION

BUILD HEALTHY COMMUNITIES



WE MAKE WORLD CLASS
FITNESS FREE!

CAMPAIGN OVERVIEW



A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM



FITNESS COURT
WORLDS BEST OUTDOOR GYM

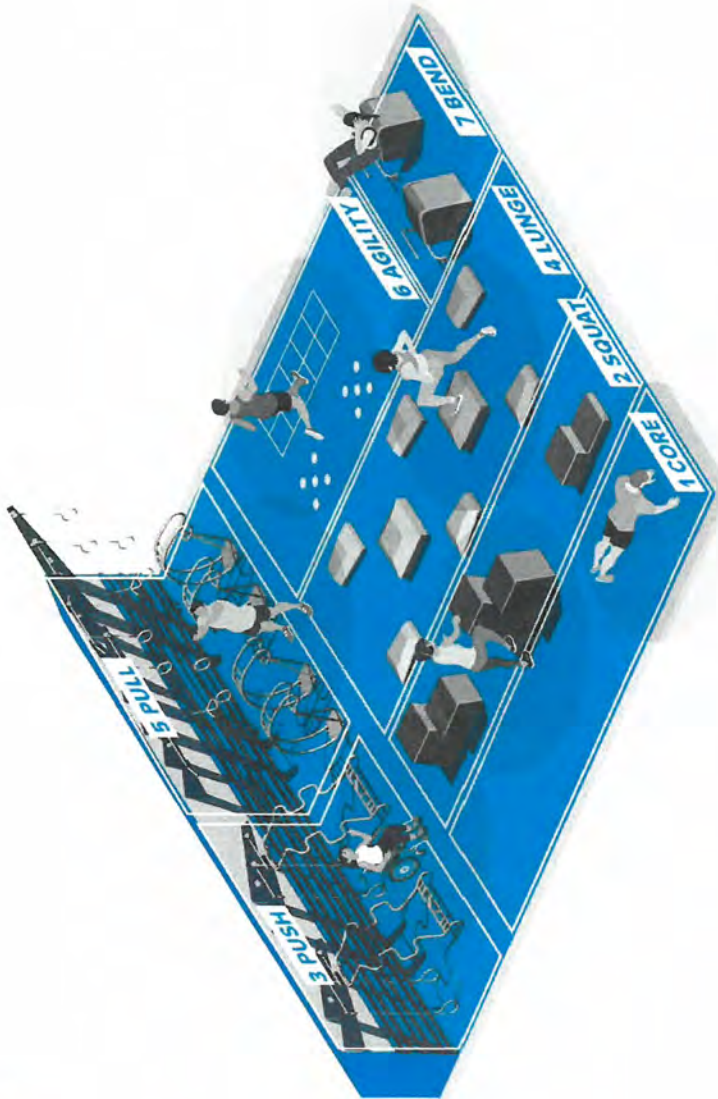


- CORE
- SQUAT
- PUSH
- LUNGE
- PULL
- AGILITY
- BEND

7 MOVEMENT FULL BODY WORKOUT



FUNCTIONAL TRAINING SYSTEM
THOUSANDS OF EXERCISES
SCIENTIFICALLY DESIGNED



7 MOVEMENT FULL BODY WORKOUTS



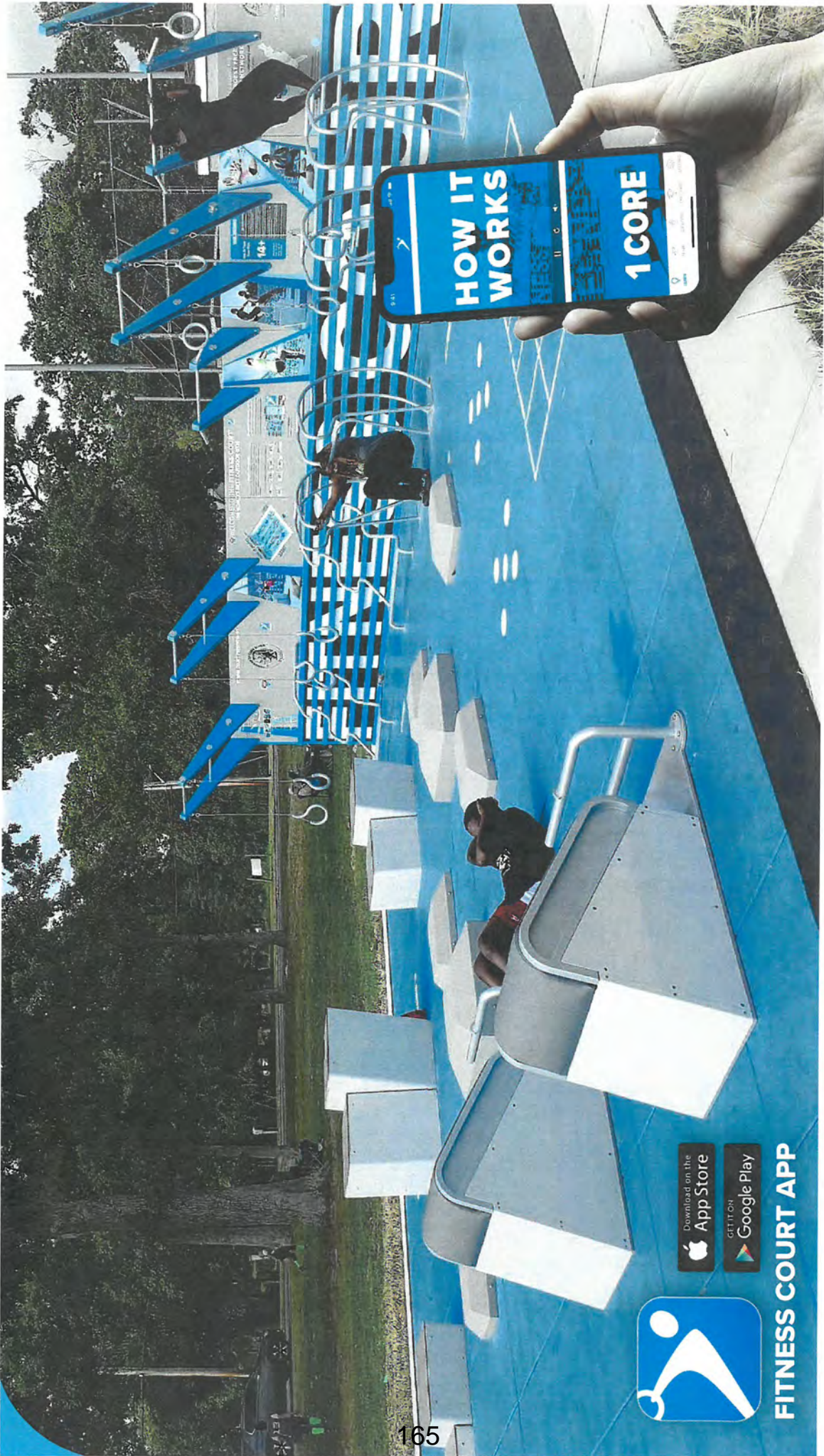


 **FITNESS COURT®**

ADULTS OF ALL AGES AND ABILITY



I am glad to see movements to improve balance.
- Carol Claybaker, Senior Resident of Janesville, WI



Download on the
App Store

GET IT ON
Google Play



FITNESS COURT APP

CAMPAIGN SERVICES

TURN KEY



PRE LAUNCH
SUPPORT

AMBASSADOR
TRAINING

MEDIA & PRESS

LAUNCH!

FREE WORKOUTS
& GROUP CLASSES

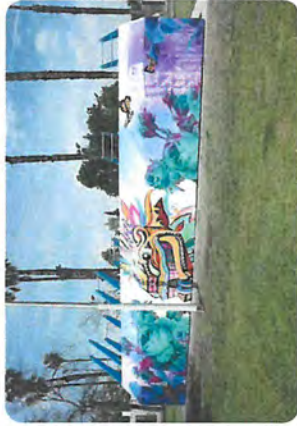
DATA & IMPACT

A wellness culture to engage people in healthy communities!

NATIONWIDE GALLERY



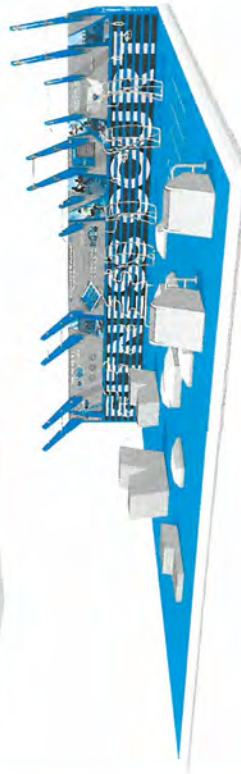
FITNESS COURT PUBLIC ART



FITNESS COURT PUBLIC ART



FITNESS
COURTS



2023 NFC State Sponsor Art Collection

No Additional Funding Required

Each Fitness Court® is a one-of-a-kind work of art.

NFC DESIGN STUDIO

Additional Funding Required:
\$10,000



LOCAL ARTIST

Additional Funding Re
\$25,000



FEATURED ARTIST

Additional Funding Required
Available upon Request



2023 JEAN-MICHEL BASQUIAT

CAMPAIGN OVERVIEW

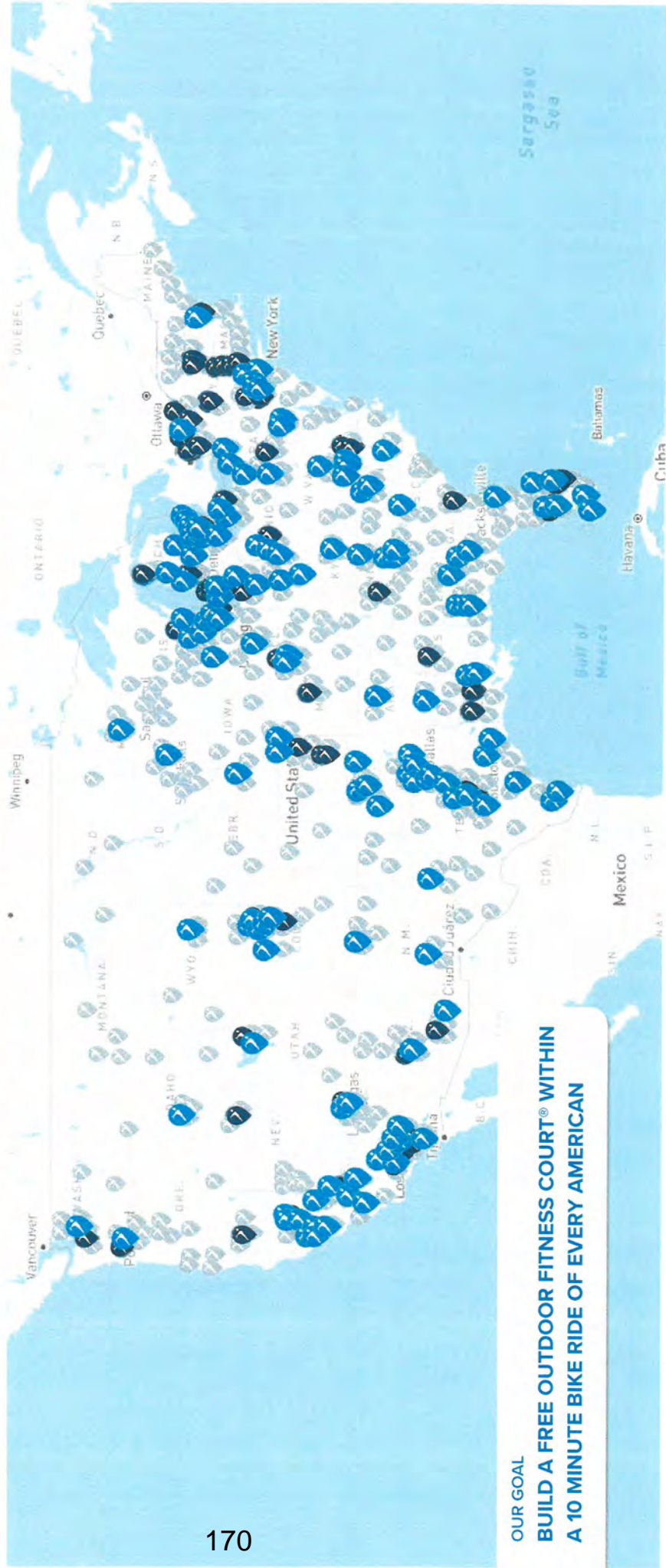


**A COMPREHENSIVE
COMMUNITY WELLNESS
PROGRAM**

NFC 2023 NATIONWIDE STATUS

10,000+ Fitness Courts® coming to America by 2030

We are building the largest public private partnership in support of community wellness in America!



OUR GOAL
BUILD A FREE OUTDOOR FITNESS COURT® WITHIN
A 10 MINUTE BIKE RIDE OF EVERY AMERICAN

2023

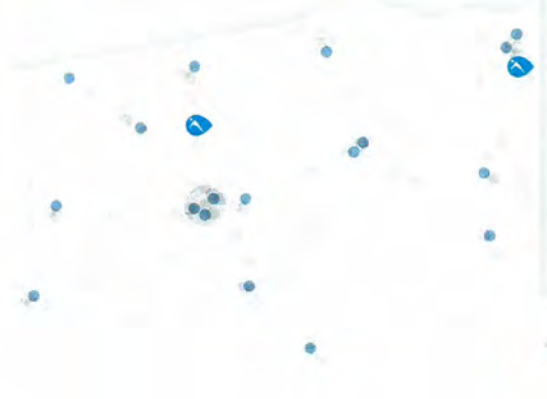
ALABAMA STATE SPONSOR

PRESENTED BY BLUE CROSS BLUE SHIELD OF ALABAMA



Strategic Plan Adopted for Health Impact Across State

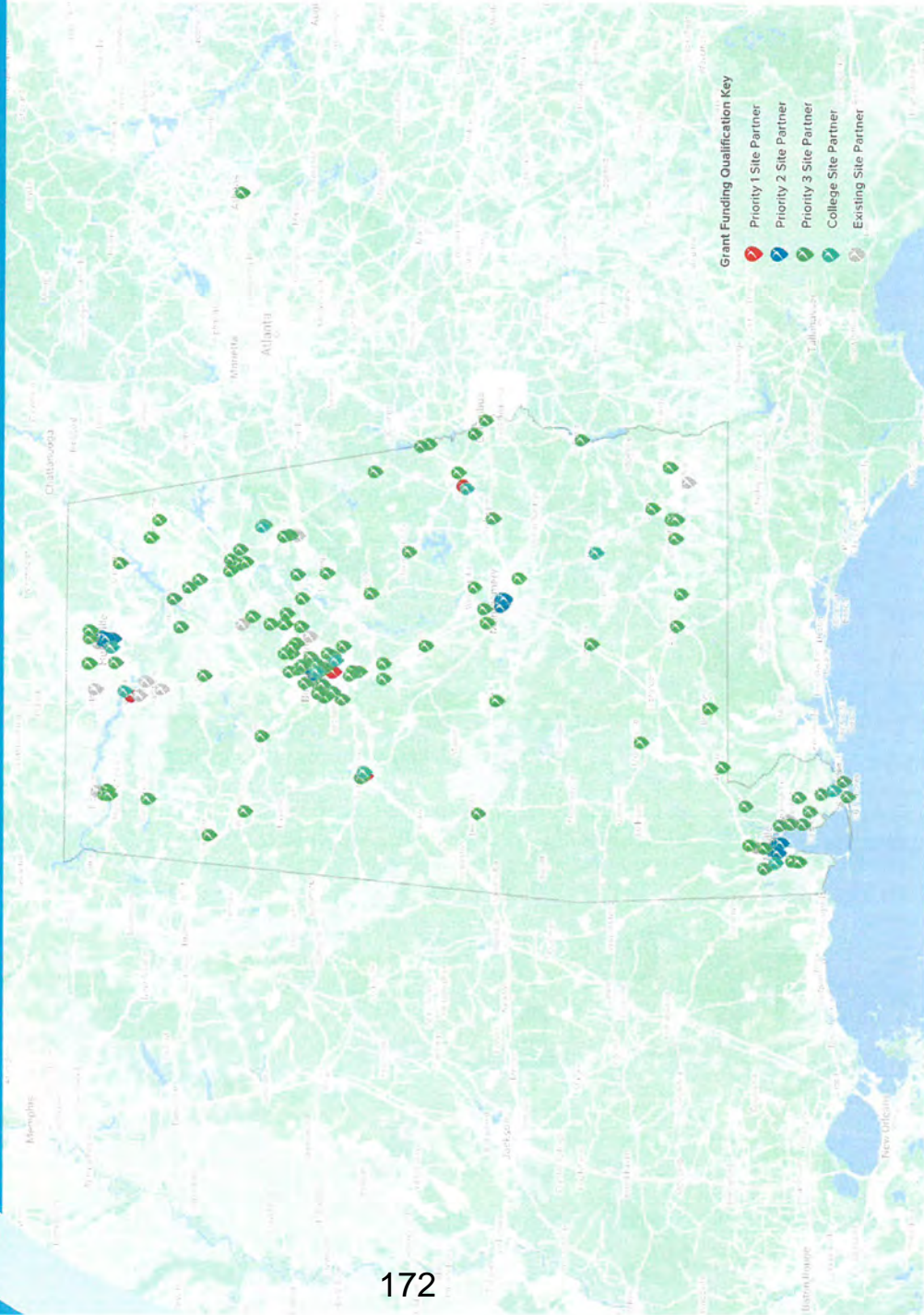
Limited funding for 10 communities in 2023



**\$500,000 in Funding Now Available
for Qualified Site Partners**

2030 Alabama Health Impact Plan

Version 1.1 Approved Oct. 2022



2030 Alabama State Health Impact Plan

In coordination with a statewide analysis of pedestrian infrastructure, communities and open space, and a public health needs assessment, NCF and BCBSAL have adopted a 2030 Partnership Master Plan to build healthy communities across the state of Alabama.

- 200 Site partners coming to Alabama by 2030
- Funding for first 50 site partners being distributed by 2025
- Multi-year grant funding and partnership applications now available for all qualification tiers
- All municipalities and schools identified are now being encouraged to qualify their community for partnership and funding

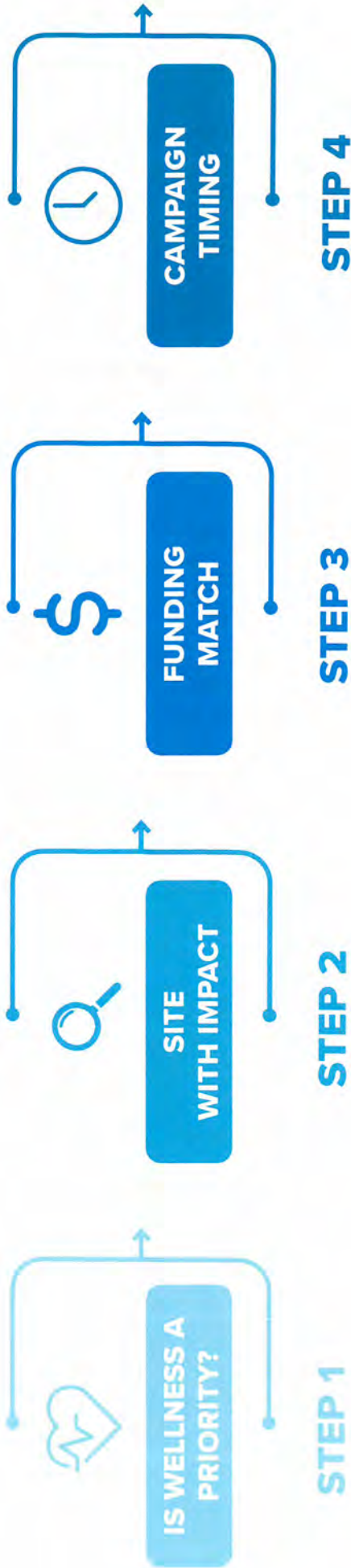


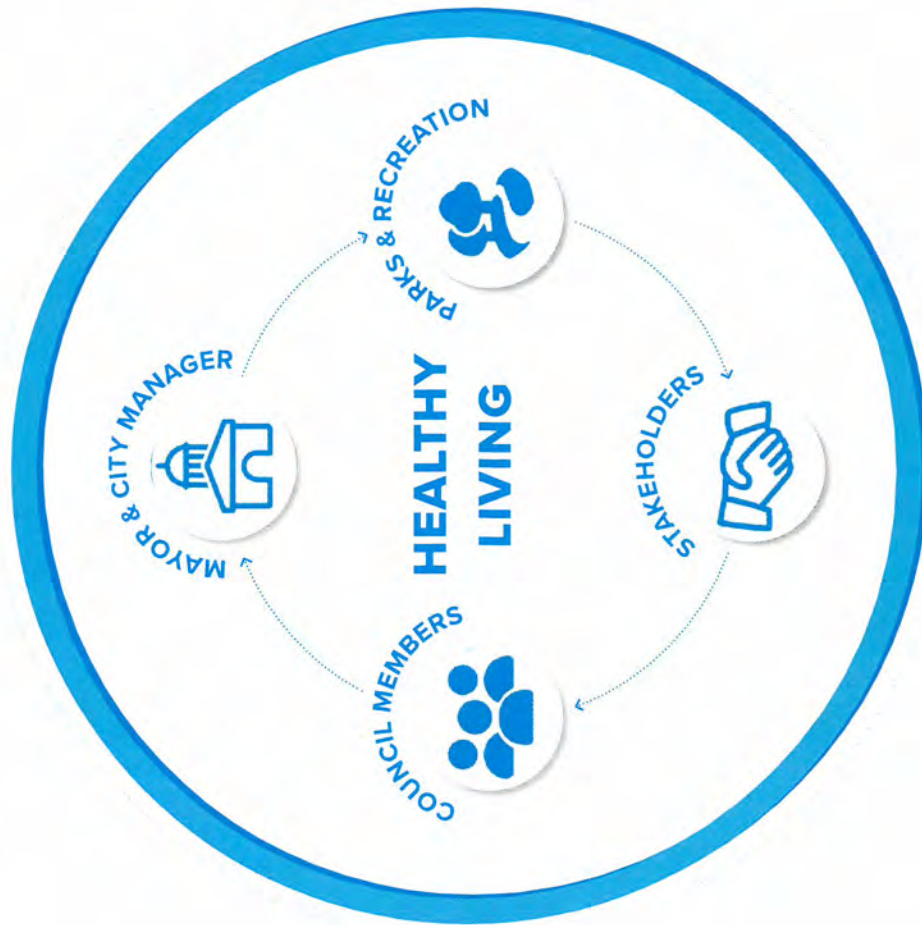


NFC GRANT REQUIREMENTS



NFC GRANT PROGRAM





SITES WITH IMPACT

Feasibility Study for Fitness Court® Locations Design & Planning Consulting



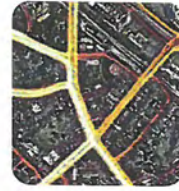
Funding support for a network of Fitness Courts to encourage pedestrian movement across the community



Walk, Bike, Run, Jog



Site Plan Integration



Pedestrian Movement Analysis

STEP 2

1

VISIBLE

Site locations must be recognizable with high visibility.



2

ACTIVE

Site locations must be heavily trafficked and centrally located.



3

CONNECTED

Site locations must be integrated with pedestrian infrastructure.



STEP 3

2023 CAMPAIGN FUNDING REQUIREMENT

NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services

\$ 155,000

NFC & Blue Cross Blue Shield of Alabama Grant Funding Award (Variable Grants Available)

(\$30,000-\$50,000)

Art & Custom Color Options



NFC Standard
Included



NFC Design Studio
\$10,000



Local Artist
\$25,000

OPTIONAL

NFC PROGRAM TOTAL \$ 105,000-125,000

CONCRETE SLAB

Can be performed in-house or in-kind

est. \$ 0-20,000

NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM

Turn Key Fitness Court Assembly
Art & Graphic Installation
Installation Partner (separate agreement)

Fitness Court installation is a specialized installation that requires expertise, proper certifications, and proven field experience

\$ 25,000
With Prevailing Wage Rates: \$27,000

TOTAL FUNDING REQUIREMENT




\$130,000-
\$170,000

Medical Association of Alabama

ALTERNATE FUNDING PATHWAYS



ALTERNATE FUNDING PATHWAYS

NFC CONSULTATIVE SUPPORT

FEDERAL AND STATE FUNDING



Expert funding consulting
for eligible partners



STEP 3

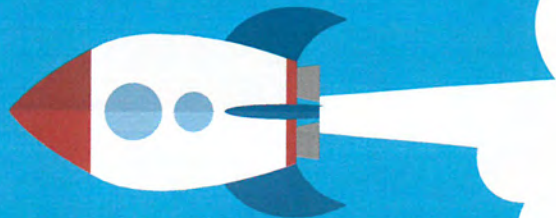
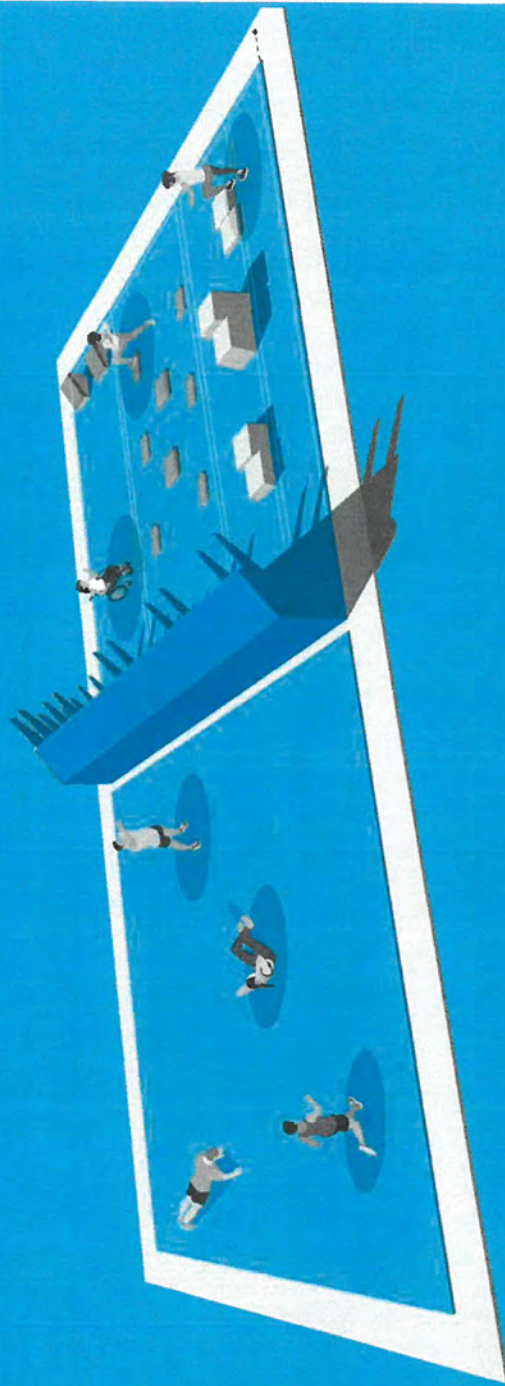
LOCAL AND REGIONAL SPONSORS





FITNESS COURT | STUDIO

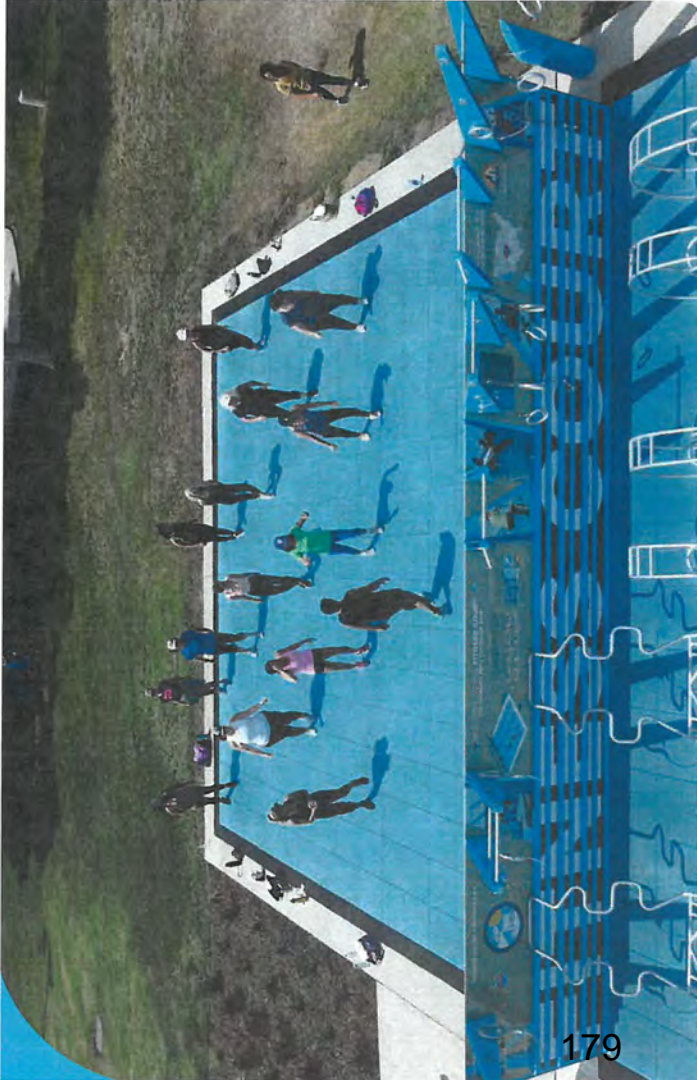
LAUNCHING NATIONWIDE IN 2023



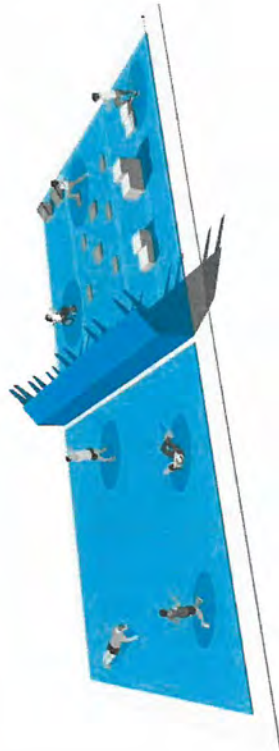
 **FITNESS COURT** | STUDIO



FITNESS
ART
DANCE
YOGA
ZUMBA
PILATES
STRETCH



FITNESS COURT | STUDIO



- World's first integrated outdoor gym experience with two programmable class rooms
- Over 2,000 square feet of wellness infrastructure
- Includes edge to edge art mural as studio classroom backdrop
- Compatible with existing Fitness Courts® and your Fitness Court® network

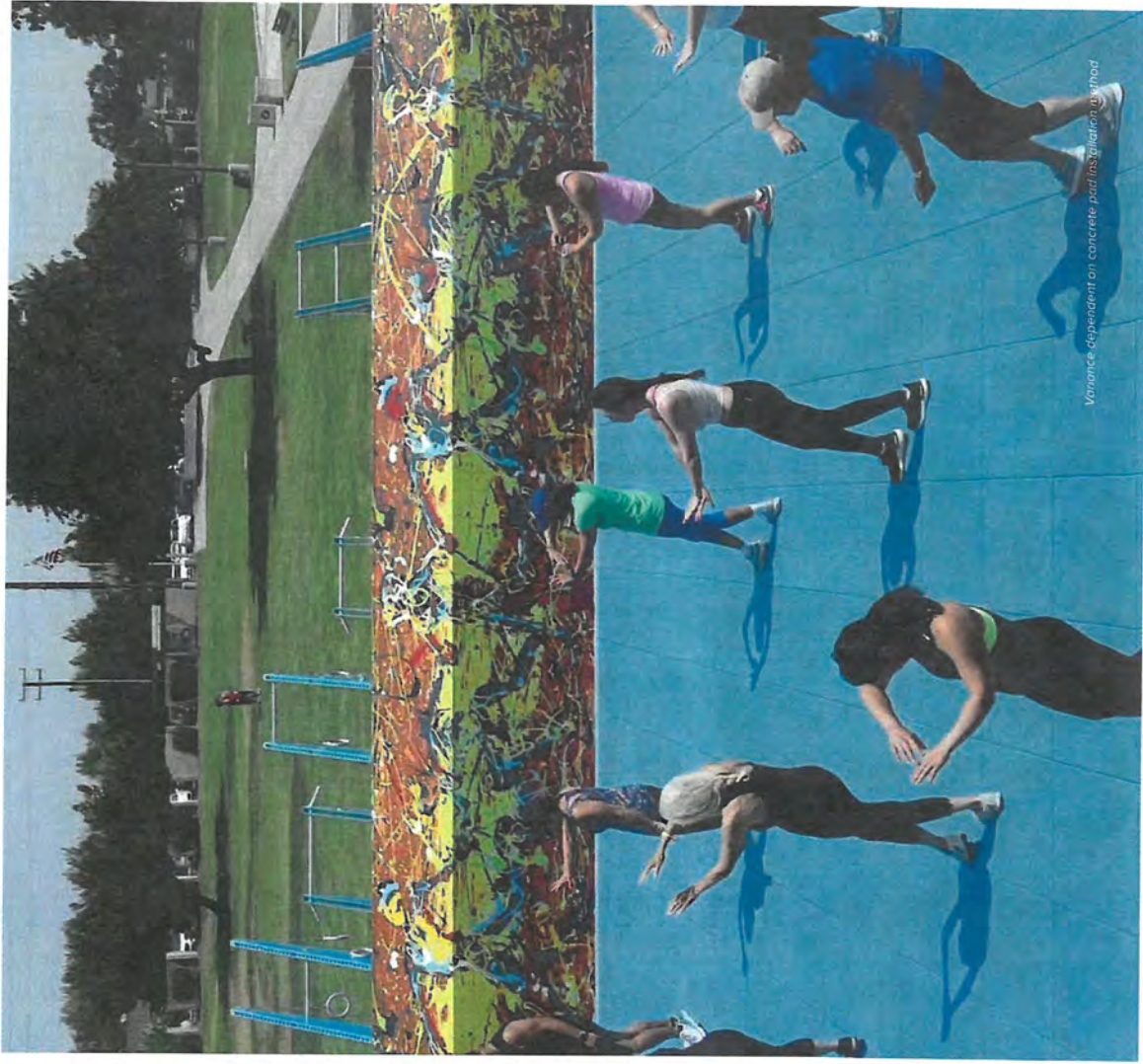
**ADDITIONAL
FUNDING REQUIRED**

\$35,000

***Limited Fitness Court Studio® programs available in each state in 2023*

CONCRETE SLAB ADDITION
Can be performed in-house or in-kind

est. **\$0-20,000**



Variance dependent on concrete pad installation method

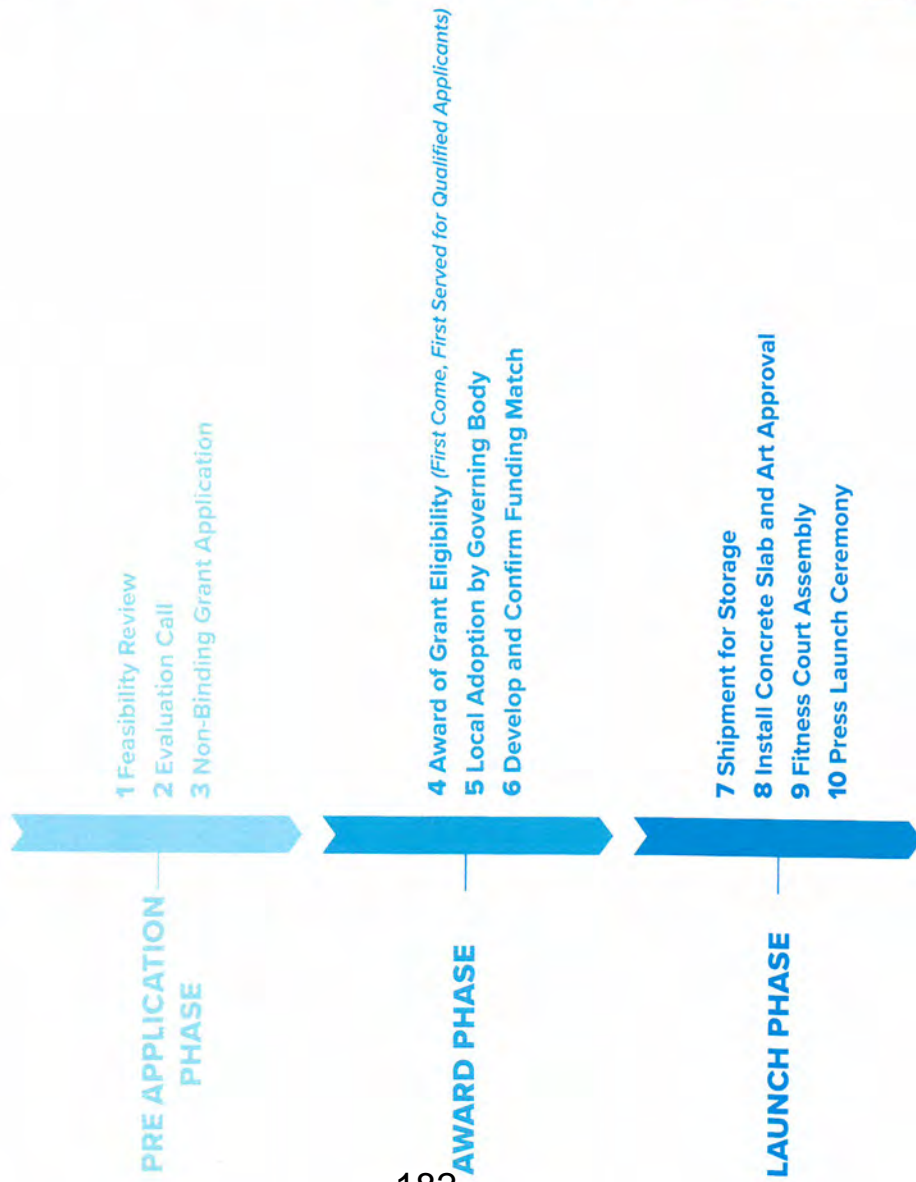
STEP 4

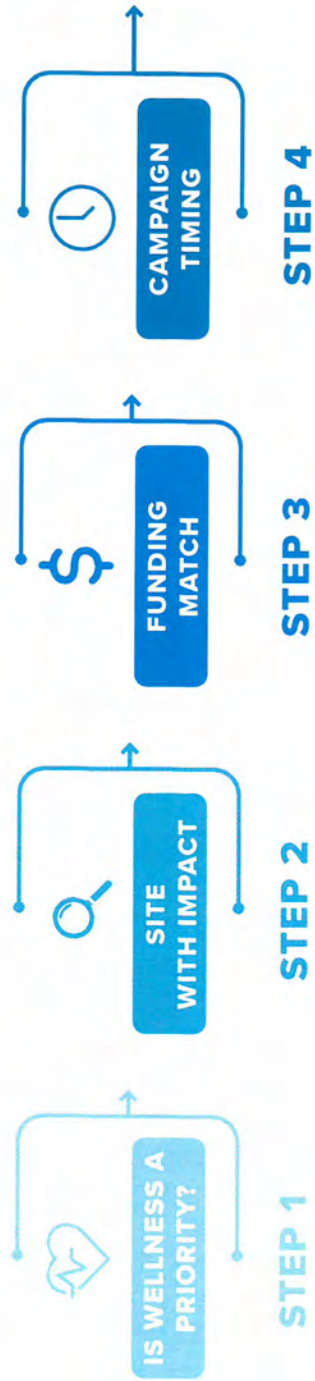
**2023 GRANT APPLICATION
PERIOD NOW OPEN**



**Campaign seeking qualified applicants
able to meet the 2023 time frame for
adoption and local funding match.**

PARTNERSHIP QUALIFICATION PROCESS





Q&A



SCHEDULE
EVALUATION
CALL IF
APPROPRIATE

NEXT STEP



NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, CA

DATE: 3/9/2022
 BY: MAXIMUS INNOVATIONS
 NAME: TILE SLAB
 REV: 7.2 PAGE 1/4

| ANCHOR BILL OF MATERIAL | | | |
|-------------------------|----------|--|--------------------|
| ITEM | QTY | DESCRIPTION | NOTES |
| ANCHOR A | 30 | WALL ANCHOR | SEE ANCHOR DETAILS |
| ANCHOR B | 28 | DROP-IN ANCHOR | SEE ANCHOR DETAILS |
| ANCHOR C | 48 | MECHANICAL ANCHOR | SEE ANCHOR DETAILS |
| ANCHOR EPOXY | AS REQ'D | HILTI HIT-HY 200 FOR WALL ANCHORS (SEE ANCHOR DETAILS RE: ALTERNATE EPOXY) | SEE ANCHOR DETAILS |

INSTALLATION SEQUENCE (FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)

1. REVIEW ALL DRAWINGS INCLUDING ALL NOTES TO BECOME FAMILIAR WITH SEQUENCE AND DETAILS.
2. DURING INSTALLATION SEQUENCE REFER TO AND COMPLY WITH ALL APPLICABLE NOTES.
3. PREPARE AREAS BELOW SLAB WITH COMPACTED SOIL AND GRASS. PER SECTION DETAIL VIEW ON REINFORCEMENT. PREP DETAIL DRAWING.
4. BUILD FORMS FOR OUTER PERIMETER OF THE SLAB WITH DIMENSIONS PER SECTION AND SELECTED WIDTH OF OUTER BAND AROUND FITNESS COURT AREA.
5. INSTALL REINFORCEMENT STEEL PER THE REINFORCEMENT PLAN DETAIL DRAWING.
6. PLACE SCHEDULED CONCRETE PER THE CROSS SECTION IN SECTION A-A OF CONCRETE SLAB PLAN B. CROSS SECTION DRAWING.
7. FINISH CONCRETE TO THE SLOPE SPECIFIED FOR FINISH.
8. TILE FLOOR SHOULD BE INSTALLED PRIOR TO INSTALLING ANCHORS IN THE TILE FLOOR AREA.
9. PLACE ANCHORS PER WALL ANCHOR LOCATIONS DRAWING AND FLOOR ANCHOR LOCATIONS DRAWING AS SHOWN IN THE FITNESS COURT INSTALLATION INSTRUCTIONS. ANCHOR LOCATION DIMENSIONS ARE ORIGINATE DIMENSIONS MEASURED FROM THE UPPER LEFT CORNER OF THE TILE FLOOR. COMPRIH CORRECT DIMENSIONS ARE USED FOR PLACING ANCHORS.
10. REFER TO ANCHOR DETAILS FOR TILE DRAWING FOR ANCHOR DRILLING DIAMETERS AND DEPTH.
11. **NOTE: WHEN DRILLING HOLES FOR ANCHORS, MAKE SURE THE HAMMER DRILL IS VERTICAL.**
12. DRILL HOLES IN TILE AND IN CONCRETE FOR ANCHORS USING THE METHODS AS OUTLINED IN THE FITNESS COURT INSTALLATION INSTRUCTIONS FOR HOLE PLACEMENT.
13. NOTE: PLYWOOD AND BOND STATION TEMPLATES WILL REQUIRE REUSE TO LOCATE ALL ANCHORS. REFER TO TEMPLATE NOTES IN THE FITNESS COURT INSTALLATION INSTRUCTIONS FOR DETAILS OF SHARDED TEMPLATES.
14. INSTALL EPOXY ANCHORS TO THE DEPTH INDICATED UTILIZING THE SPECIFIED EPOXY AND THE MANUFACTURER'S EPOXY INSTALLATION INSTRUCTIONS.
15. INSTALL MECHANICAL ANCHORS TO THE DEPTH INDICATED. **BE CAREFUL TO AVOID INSTALLING ANCHORS TOO DEEP FOR THE BOND STATIONS.**

SLAB NOTES

(FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)

NOTES:

1. ALL SLAB CONCRETE TO BE 1400 PSI AT 28 DAYS (CONCRETE STRENGTH REQUIREMENT). A HIGH EARLY MIX MAY BE UTILIZED ONLY IF THE MIX DESIGN IS APPROVED BY THE ENGINEER. CEMENT SHALL CONFORM TO ASTM C 150, TYPE II.
2. FINE AGGREGATE SHALL CONFORM TO ASTM C 33.
3. COURSE AGGREGATE SHALL BE GRAVEL OR CRUSHED STONE CONFORMING TO ASTM C 33. COURSE AGGREGATE FOR FLOOR SLAB SHALL NOT EXCEED 1-1/2" AT ITS MAXIMUM WIDTH.
4. WATER SHALL BE CLEAN AND FREE FROM INDIVIDUAL AMOUNTS OF OILS, ACIDS, ALKALIES, ORGANIC MATERIALS OR DELETERIOUS SUBSTANCES.
5. AIR ENTRAINING ADMIXTURE SHALL CONFORM TO ASTM C 260.
6. CALCIUM CHLORIDE ADMIXTURES, THIOCYANATE ADMIXTURES OR ANY ADMIXTURES CONTAINING MORE THAN 0.5% CHLORIDE IONS ARE NOT PERMITTED.
7. REINFORCING STEEL AND CONCRETE TO BE PLACED IN ACCORDANCE WITH A311 LATEST EDITION.
8. THE ALLOWABLE CONCRETE SLUMP SHALL BE 3" PLUS OR MINUS 1/2" UNLESS SUPERPLASTICIZERS ARE USED. THE ENGINEER SHALL APPROVE SUPERPLASTICIZER USE.
9. NO CONCRETE SHALL BE PLACED WHEN THE ATMOSPHERIC TEMPERATURE IS BELOW 40°F WITHOUT PERMISSION OF THE ENGINEER.
10. AS REQUIRED BY OWNER, SLUMP TEST SHALL BE MADE IN ACCORDANCE WITH ASTM C 143.
11. THE ENGINEER OR THE OWNER MAY ACCEPT OR REJECT ANY WORK THAT DOES NOT MEET THE REQUIREMENTS OF THESE NOTES OR THE PROJECT DRAWINGS.
12. AS REQUIRED BY OWNER, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR TESTING THE SLUMP, AIR CONTENT, AND CONCRETE CYLINDERS.
13. AS REQUIRED BY OWNER, CONTRACTOR SHALL MAKE ARRANGEMENTS FOR TESTING THE SLUMP, AIR CONTENT, AND CONCRETE CYLINDERS.
14. COLLECTED TO PERFORM THE TESTING. CYLINDERS SHALL BE TESTED IN ACCORDANCE WITH ASTM C 39.
15. SLAB TO BE POURED IN EITHER 20 FT X 20 FT SECTIONS (MAX) OR PROVIDE 1/2" SAW CUT CONTRACTION JOINTS AT 20 FT MAXIMUM SPACING. SAW CUT JOINTS TO BE MADE AS SOON AS THE CONCRETE HAS CURED SUFFICIENTLY TO ALLOW THE WORK WITHOUT DAMAGING THE CONCRETE.
16. CONFORM ANCHOR PLACEMENT PRIOR TO CUTTING JOINTS. ENSURE 3" CLEARANCE BETWEEN ANCHOR CENTERS AND JOINT AND CUT JOINTS AS SHOWN ON PLAN VIEW.
17. PROVIDE 4" TO 6" OF CRUSHER RUN GRAVEL AS SHOWN IN SECTION DETAIL.
18. SOIL TO BE COMPACTED TO MEET THE REQUIREMENTS OF 95% MODIFIED PROCTOR.

REINFORCEMENT

1. INSTALL SLAB REINFORCING 6 X 6 X 6 WELDED WIRE MESH (WWM) PLACED IN THE CENTER OF THE SLAB TO EXTEND THROUGH ENTIRE SLAB. UTILIZE SUFFICIENT NUMBER OF CHAIRS TO MAINTAIN WWM POSITION.
2. INSTALL ADDITIONAL / UPGRADED REINFORCEMENT AS REQUIRED BY LOCAL CODE.
3. REINFORCING TO BE NEW BILLET STEEL MEETING THE REQUIREMENTS OF ASTM A615 GRADE 60.
4. PROVIDE VAPOR BARRIER BELOW THE SLAB AS REQUIRED BY LOCAL CODE AND CONDITIONS.

CONCRETE FINISHING NOTES:

1. THE FINISHED CONCRETE SURFACE SHOULD BE SLOPED AWAY FROM THE WALL. THE SURFACE SLOPE SHOULD BE 1/8" PER 12".
2. THE FINISHED CONCRETE SURFACE SHOULD BE SMOOTH TO PREVENT IRREGULARITIES, ROUGHNESS, OR OTHER DEFECTS THAT WOULD AFFECT THE FINISHED FLOOR SURFACE. THE SURFACE SHOULD BE FLAT TO THE EQUIVALENT OF 7/16" OVER 30".
3. THE FINISHED CONCRETE SURFACE SHOULD HAVE A LIGHT BROOM FINISH TO PROVIDE THE BEST SURFACE FOR COURT SURFACE ADHESION.
4. IMPORTANT: FLOORING INSTALLATIONS REQUIRE A 28 DAY CURE TIME AFTER CONCRETE PLACEMENT. FLOORING INSTALLATIONS CAN BE ACCELERATED WITH AN APPLICATION OF "SPRAYLOCK" PRODUCT. 507 200 EQUIVALENT IS REQUIRED. THE SPRAYLOCK PRODUCT WILL ALLOW FLOORING INSTALLATION AS SOON AS 14 DAYS AFTER CONCRETE PLACEMENT AND SPRAYLOCK APPLICATION. COMPRIH PRODUCT SELECTION WITH THE MANUFACTURER. APPLY SPRAYLOCK PRODUCT THE DAY OF THE CONCRETE PLACEMENT PER MANUFACTURER'S INSTRUCTIONS.

ANCHOR NOTES:

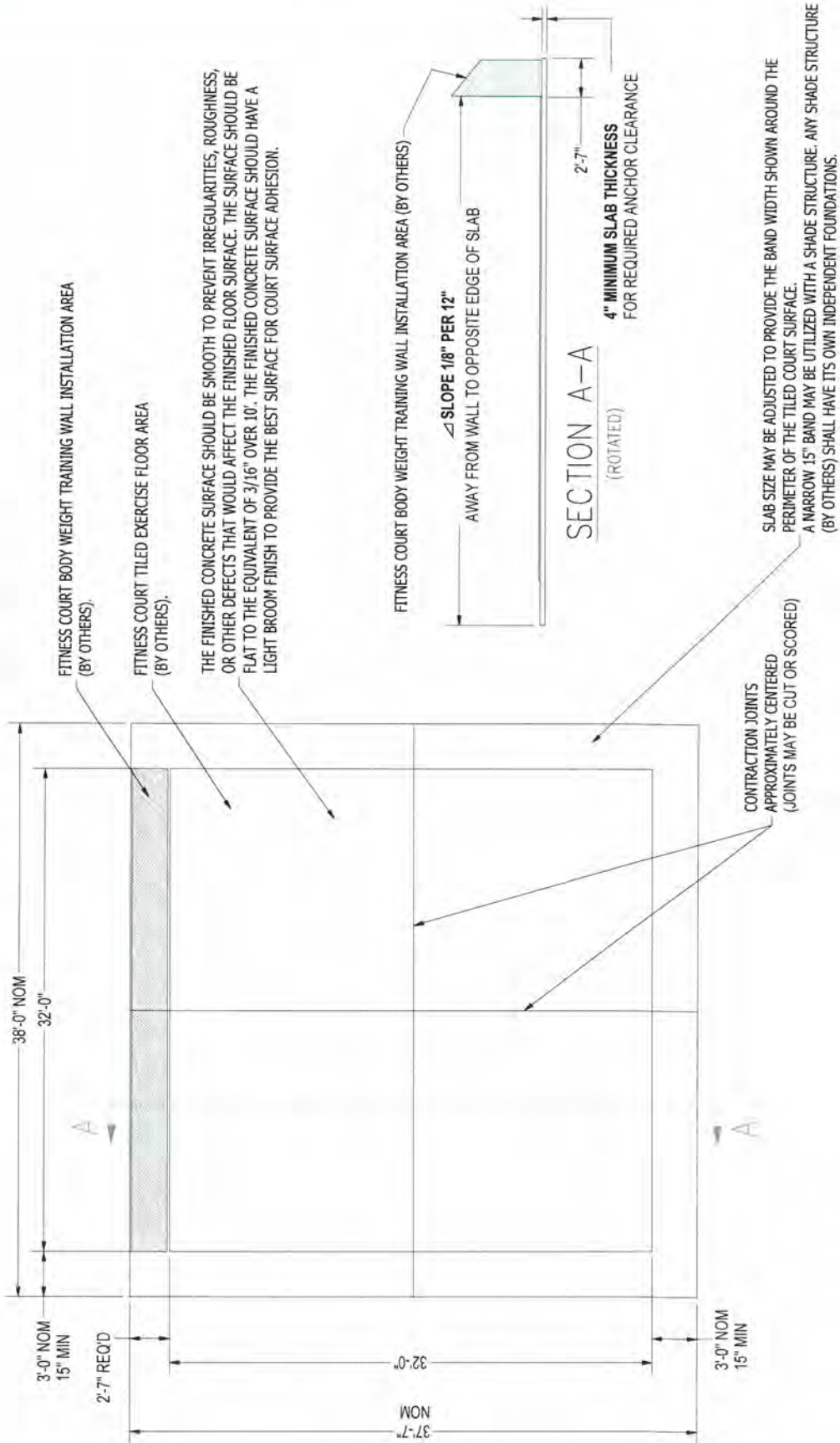
1. FIELD VERIFY ALL ANCHOR LOCATION DIMENSIONS AND PATTERNS PRIOR TO DRILLING. SEE FITNESS COURT INSTALLATION INSTRUCTIONS FOR ANCHOR LOCATIONS.
2. DRILL THROUGH THE FLOOR ("TILE THICKNESS") WHEN NECESSARY WITH APPROPRIATE DRILL BIT TO MATCH ANCHOR HOLE IN CONCRETE.
3. SEE ANCHOR DETAILS FOR APPLICABLE CONCRETE EMBEDMENT (DEPTH) AND HOLE DIAMETER.
4. STAINLESS STEEL MUST BE USED UNLESS SPECIFIED.
5. COMPONENTS SPECIFIED AS NOT TO BE SUBSTITUTED WITH 304 SS COMPONENTS.
6. WHEN INSTALLING ANCHORS, TAKE CARE TO USE THREAD PROTECTORS TO PREVENT THREAD DAMAGE.

GENERAL:

1. SITE PREPARATION REQUIREMENTS AND CONCRETE SLAB DESIGN SHOULD BE REVIEWED BY LOCAL CIVIL OR SOILS ENGINEER TO CONFIRM SUITABILITY BASED UPON SITE SPECIFIC NEEDS AND CONDITIONS.

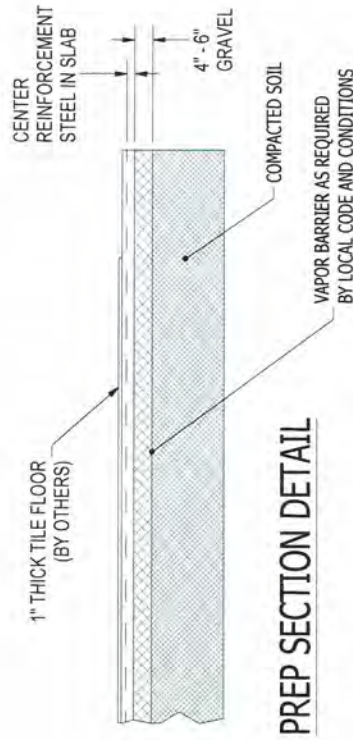
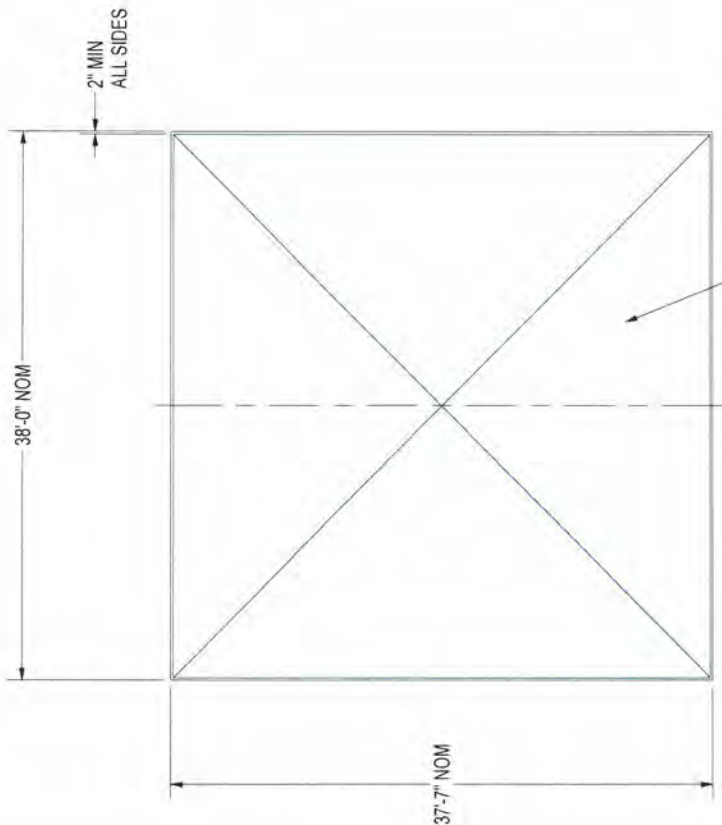
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CONCRETE SLAB PLAN & CROSS-SECTION (FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)



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REINFORCEMENT / PREP DETAIL
 (FOR FLAT TOP SLAB / TILE FLOOR INSTALLATION)

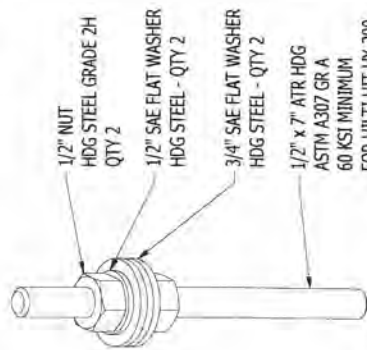
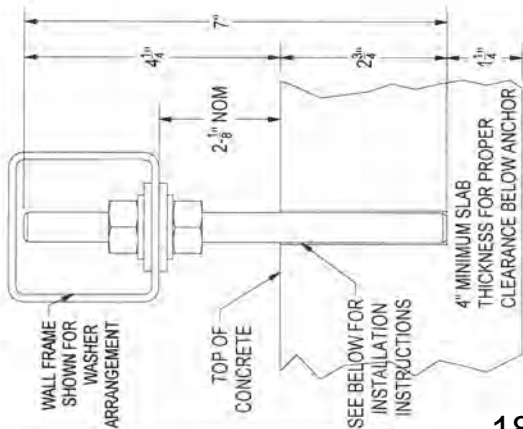


REINFORCING TO BE 6 X 6 X 6/6 WELDED WIRE MESH (WWM) PLACED IN THE CENTER OF THE SLAB TO EXTEND THROUGH ENTIRE SLAB. UTILIZE SUFFICIENT NUMBER OF CHAIRS TO MAINTAIN WWM POSITION. INSTALL ADDITIONAL REINFORCEMENT AS REQUIRED BY LOCAL CODE.

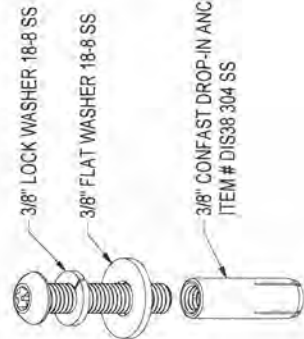
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ANCHOR DETAILS FOR TILE

APPLIES TO TILE INSTALLATION ONLY.
REQUEST ALTERNATE DRAWING FOR FOUR-IN-PLACE.
(ALSO SEE ANCHOR NOTES ON SLAB NOTES DRAWING)



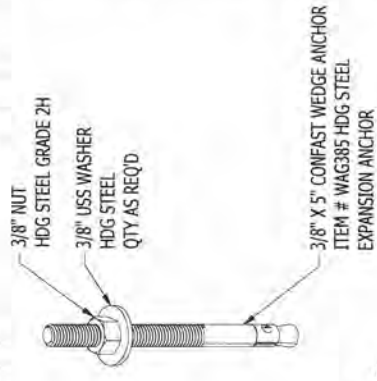
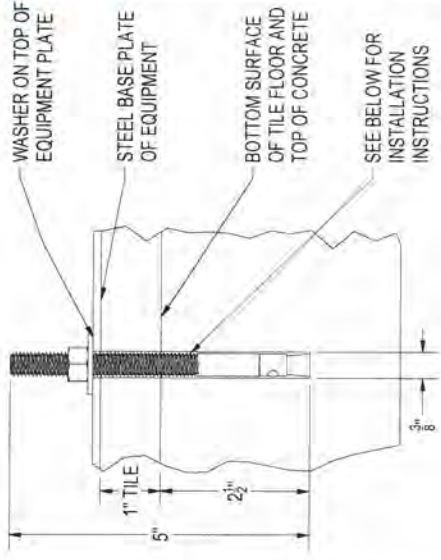
ANCHOR A
WALL ANCHOR
DRILL 9/16" HOLE IN CONCRETE FOR 2-3/4" EMBEDMENT



DRILL 1/2" HOLE IN CONCRETE FOR 1 - 9/16" EMBEDMENT

ANCHOR B
DROP-IN ANCHOR

- ANCHOR HOLE INSTRUCTIONS**
1. DRILL HOLES FOR ANCHORS TO SPECIFIED DIAMETER AND DEPTH
 2. USE COMPRESSED AIR TO REMOVE CONCRETE DUST AND DEBRIS FROM HOLES PRIOR TO ANCHOR INSTALLATION
 3. REFER TO FITNESS COURT INSTALLATION INSTRUCTIONS FOR ADDITIONAL ANCHOR INSTALLATION STEPS



DRILL 3/8" HOLE IN CONCRETE FOR 2-1/2" EMBEDMENT

ANCHOR C
MECHANICAL ANCHOR

- ANCHOR A EPOXY NOTE:**
- ANCHOR A MUST BE INSTALLED WITH THE ANCHOR EPOXY SPECIFIED OR ACCEPTABLE ALTERNATIVE. HILTI HY-200 IS RECOMMENDED. ALTERNATE EPOXY SIMPSON SET-XP IS ACCEPTABLE FOR NEW UNCRACKED CONCRETE ONLY. ALTERNATE EPOXY SIKA ANCHOREX-2 IS ACCEPTABLE FOR NEW, UNCRACKED CONCRETE ONLY. FOLLOW EPOXY MANUFACTURER'S INSTALLATION PROCEDURES.



NATIONAL FITNESS CAMPAIGN

SAN FRANCISCO, CA

DATE: 3/9/2022
BY: MARCUS INNOVATIONS
NAME: TILE SJB
REV: 7, PAGE 4/4

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

1037200002 JW

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME CHRISTOPHER CULLEN SSN# _____

AGE 44 DATE OF BIRTH _____ PLACE OF BIRTH CLEVELAND, OHIO

MAILING ADDRESS 352 S. SUMMIT ST, FAIRHOPE, AL 36532

HOME # _____ WORK # _____

CELL # (205) 568-1162 FAX # _____

RESIDENCE ADDRESS 352 S. SUMMIT ST. FAIRHOPE

NO. YEARS AT PRESENT ADDRESS 2 NO. YEARS AT PREVIOUS ADDRESS 3

PREVIOUS ADDRESS 1024 43rd ST. S., BIRMINGHAM, AL 35272

NAME AND ADDRESS OF BUSINESS NINE SQUARES, 451 MAGNOLIA AVE, FAIRHOPE

NAME OF CORPORATION EL BARRIO FAIRHOPE, LLC

BUSINESS LOCATION 451 Magnolia Ave, Fairhope

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE YES

IF SO, WHERE Birmingham UNDER WHAT NAME CBG RESTAURANT LLC, FAIRHOPE
LOWDOWN LLC

HAS APPLICANT EVER BEEN ARRESTED YE IF SO, WHERE INDIANA

WHEN 2003 WHAT WAS CHARGE DVI (OPERATING VEHICLE INTOX)

DISPOSITION CONVICTED - 1 YEAR LICENSE SUSPENSION

LIST THREE REFERENCES:

| NAME | ADDRESS | PHONE NUMBER |
|----------------|--------------------|--------------|
| JIM GRIGGS | 204 NICHOLS AVE | |
| RICHIE PARSONS | 201 N INGLESIDE ST | |
| MATT MYRICK | 351 KIRKMAN LN | |

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

140 - SPECIAL EVENTS LICENSE

160 - SPECIAL RETAIL LICENSE – More than 30 days

040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.

050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.

060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.

070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.

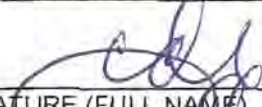
100 - WINE WHOLESALER LICENSE


210 - WINE IMPORTER LICENSE

200 - WINE MANUFACTURER LICENSE

240 - NON-PROFIT TAX EXEMPT LICENSE

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


SIGNATURE (FULL NAME) _____


DATE _____

NOT APPROVED _____ DATE _____
APPROVED  DATE 6/20/23
Chief of Police

NOT APPROVED BY COUNCIL _____ DATE _____
APPROVED BY COUNCIL _____ DATE _____
City Clerk

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

June 7, 2023

Lisa,

The Street & Traffic Control meeting met June 6, 2023, and made the following recommendations to present to Council for their approval:

- Three-way stop installed at Gayfer Avenue and Blue Island
- Temporary speed bumps be installed on Nichols Avenue just west of Hester Street (south entrance to Hawthorne Glenn) – Richard Johnson will provide a map.
- Removal of previously installed speed bumps on South Ingleside Street between Fairhope Avenue and Morphy Avenue
- Change Pine Street between Fairhope Avenue and Bancroft St to a one-way street travelling East

Regards,

Jennifer Olmstead
Secretary

LOCATION OPTION 2
EAST OF HESTER ST

LOCATION OPTION 1
WEST OF HESTER ST

