CITY OF FAIRHOPE
CITY COUNCIL REGULAR AGENDA

Thursday, November 21, 2024 - 2:00 P.M.
City Council Chamber

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

Invocation and Pledge of Allegiance

1. Approve minutes of 12 November 2024 Regular City Council Meeting and minutes of 12 November 2024 Work Session

2. Report of the Mayor

3. Public Participation – Agenda Items – (3 minutes maximum)

4. Council Comments

5. **Final Adoption** - An Ordinance to declare that certain real property (105 Farmable Acres) of the City of Fairhope is temporarily designated surplus and not needed for public or municipal purposes in response to an offer to lease property yearly from January 1 through December 31 for one year with four one-year options. The City of Fairhope reserves the right to terminate the lease partially or completely or carve out certain portions of the property for municipal purposes. (Introduced at the November 12, 2024 City Council Meeting)

6. **Final Adoption** - An Ordinance to Establish Water and Wastewater (Sewer) Rates for all Customers on the City of Fairhope Water and Wastewater Systems and to Repeal Ordinance No. 1791. (Introduced at the November 12, 2024 City Council Meeting)

7. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (RFQ PS23-018) Professional Engineering Services for Water Treatment Plant No. 3 Inspections and Construction Materials Testing with a cost of $8,840.00 with GeoCon Engineering & Materials Testing Inc. The total cost for Inspections and Construction Materials Testing will be $23,840.00.

8. Resolution - That the City Council approves the selection by the Evaluation Team for Professional Engineering Services for (RFQ PS25-002) for the Installation of a 24" Water Line from WTP #2 to CR13 Along Fairhope Ave. to Krebs Engineering; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

9. Resolution - That the City Council approves the selection by the Evaluation Team for Professional Engineering Services for (RFQ PS25-003) for the Installation of a 16" Water Main from WTP #2 to State Highway 181 to Krebs Engineering; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

10. Site Plan Review and Approval - Request of the Applicant, Jade Consulting, LLC, on behalf of the Owner, Encounter Development, LLC, for Site Plan Approval of Encounter House Relocation – Lot 11. The property is approximately 1.02 acres and is located on the northeast corner of State Highway 181 and State Highway 104. PPIN #: 627501. (Planning Commission unanimously recommends approval of SR 24.05).

11. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for Professional Services to conduct FEMA-HMGP Grant Application, Program Management, and Grant Administration for a FEMA Rate First Responder Safe Room with a cost of $10,000.00 with EnCompass360. The total cost for these professional services will be $70,000.00.

12. Resolution - That the City Council approves the selection by the Evaluation Team for Professional Engineering, Survey, and Graphical Information System (GIS) Services for (RFQ PS24-034) for the City of Fairhope - Fairhope Area Storm Water Mapping & Resiliency Planning to Thompson Engineering; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

13. Resolution - To award (Bid No. 25-002) to Donohoo Chevrolet, LLC for One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent for the I. T. Department with a bid proposal not-to-exceed $37,544.50.

14. Resolution - That the City Council approves to reject all bids (Bid No. 24-065) to procure Citywide Tree Removal Annual Contract for Public Works, and authorize the re-bid under Code of Alabama 1975, Section 41-16-57(d).

15. Application - Restaurant Liquor License by Stephanie Rabalais for 51 LLC d/b/a Kingfisher Seafood Restaurant, located 805 South Mobile Street, Fairhope, Alabama 36532.

16. Public Participation – (3 minutes maximum)

17. Adjourn

Next City Council Regular Meeting - Monday, December 9, 2024, 6:00 p.m.

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2024-180

FROM:	Lisa Hanks, CITY CLERK
SUBJECT:	Minutes of 12 November 2024 Regular City Council Meeting and minutes of 12 November 2024 Work Session
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

Approve minutes of 12 November 2024 Regular City Council Meeting and minutes of 12 November 2024 Work Session

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

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 Tuesday, 12 November 2024.

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

There being a quorum present, Council President Martin called the meeting to order. The invocation was given by Dr. De Freeman of St. James Episcopal Church and the Pledge of Allegiance was recited.

Council President Martin stated the next item on the agenda is the election for a Council President. Council President Martin opened the floor for Council President nominations. Councilmember Boone nominated Councilmember Burrell for Council President. Seconded by Councilmember Conyers and no other nominations were made. Councilmember Burrell was elected Council President unanimously by voice vote. Council President Burrell commended Councilmember Martin for his year as Council President.

Council President Burrell took the presider's seat. The floor was then opened for Council President Pro Tempore nominations. Councilmember Conyers nominated Councilmember Robinson. Seconded by Councilmember Martin and no other nominations were made. The floor for nominations was then closed. Councilmember Robinson was elected Council President Pro Tempore unanimously by voice vote.

Councilmember Conyers moved to approve minutes of the 28 October 2024, regular meeting; and minutes of the 28 October 2024, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items:

1) She commended Councilmember Martin for this year and thanked him for serving as Council President. She said it was great working with him and going over the agendas.

Mayor Sullivan addressed the City Council and announced the 2024 Veteran of the Year Dr. Tonya Butler who was selected by her peers (committee of former Veterans of the Year). The following are excerpts from the City of Fairhope's Press Release on Dr. Butler:

She is recognized not only for her distinguished military service in the U. S. Army but also for her continued dedication to supporting fellow veterans, Dr. Butler exemplifies the spirit of service and community engagement. Dr. Butler served as a Sergeant/E-5 in the U.S. Army, both in the United States and Korea, with assignments in the prestigious U. S. Army Band as a Public Affairs NCO. Her impressive military background includes roles as an NBC NCO specializing in nuclear, biological, and chemical warfare, MFT NCO as a Master Fitness Trainer, and Platoon Sergeant. Her commendable service earned her several military awards, including the U.S. Army Good Conduct Medal, the United States Army Commendation Medal, the United States Army Achievement Medal, and the Overseas Service Ribbon.

Beyond her military career, Dr. Butler is an active member of Veterans Service Organizations. She serves as the Public Affairs Officer for American Legion Post 199. Her commitment extends to instructing adaptive kayaking for injured and disabled veterans and coordinating the Gulf Coast Veterans Family Camp at Camp Grace. She is also a passionate advocate for recruiting more women veterans to American Legion Post 199 and establishing a mentorship program to inspire young girls to service in the community and county.

Dr. Butler utilizes her expertise as a medical massage therapist to provide therapeutic services to veterans, focusing on pain management and alternative therapies to opioid use. Her work includes sound therapy to assist veterans dealing with PTSD, depression, and anxiety.

The City of Fairhope will celebrate its military veterans with a Veterans Day Parade on Saturday, November 9th. The parade will commence at 10 a.m. from the Fairhope Civic Center with Dr. Butler leading the parade. The City of Fairhope applauds Dr. Tonya Butler for her unwavering commitment to her fellow veterans and her community, embodying the values of honor, courage, and service that define our nation's military heroes.

Dr. Butler addressed the City Council and thanked them for such an honor; and said she was humbled and honored for being selected Fairhope Veteran of the Year.

2) Mayor Sullivan recognized Cub Scout Pack 47 and Hainey Jones for turning 10 years old. Allie Friese addressed the City Council and said they were working on their Webelos Patch.

3) Mayor Sullivan recognized the Fairhope High School Cheerleading Squad who came in first at the Super South Regionals in the 7A Division. Mayor Sullivan also recognized Coach Brewer who said the group was comprised of 9th through 12th graders from both Junior Varsity and Varsity squads to form a group of 30 cheerleaders. Coach Brewer said they not only won but blew the other teams out of the water. She said this was the highest score ever in this competition. Coach Brewer said they would be going to the State Competition on Tuesday, November 19, 2024; and on Saturday, they went to the National Qualifier Competition and won first place there and won big.

4) Chief Hollinghead addressed the City Council and expressed her Department’s gratitude for their ongoing support; and for allowing them to come before the City Council for these accolades. Chief Hollinghead announced the promotion of Damien Rehorn to Police Sergeant for his outstanding dedication and leadership.

5) She made everyone aware of a lead line survey due to a Federal Program requiring the City to send to the Environmental Protection Agency by October 15, 2024. She said 6,000 customers have not been checked yet but their lines must be checked on both sides of the service line.

Councilmember Martin extended another celebratory to all who served and are serving in the armed forces.

Councilmember Conyers said the Cheer Team is a really big deal; and they made it to the Nationals and the State Competitions. He thanked Councilmember Martin for serving as Council President this past year.

Councilmember Robinson thanked Councilmember Martin for his service as Council President. He mentioned the Veterans Day Parade and said this was the largest crowd that he remembered.

Councilmember Boone thanked Councilmember Martin and Council President Burrell for their service to the City Council.

Council President Burrell said this was a great Veterans Day Parade; and commented it was fun with Councilmember Robinson's daughters. He too commended Dr. Butler for her service; and mentioned attending the Veterans Commission event and said all of the City Council has been invited for next year.

Councilmember Martin introduced in writing an ordinance to declare that certain real property (105 Farmable Acres) of the City of Fairhope is temporarily designated surplus and not needed for public or municipal purposes in response to an offer to lease property yearly from January 1 through December 31 for one year with four one-year options. The City of Fairhope reserves the right to terminate the lease partially or completely or carve out certain portions of the property for municipal purposes. Due to lack of a motion for immediate consideration, this ordinance will layover until the November 21, 2024 City Council meeting.

Councilmember Boone introduced in writing an ordinance to Establish Water and Wastewater (Sewer) Rates for all Customers of the City of Fairhope Water and Wastewater Systems and to Repeal Ordinance No. 1791. Due to lack of a motion for immediate consideration, this ordinance will layover until the November 21, 2024 City Council meeting.

Councilmember Conyers moved to approve the Consent Agenda: the Resolutions and Requests for FY2025 Appropriations; and to authorize Mayor Sullivan to execute the contracts for the same. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

12 November 2024

Consent Agenda

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Downtown Fairhope Business Association for an appropriation of $24,000.00 to advertise and promote the City of Fairhope.

RESOLUTION NO. 5249-24

WHEREAS, the Downtown Fairhope Business Association serves a public purpose and the publicity that the Downtown Fairhope Business Association gives the City of Fairhope is a public service; and,

WHEREAS, We, the Downtown Fairhope Business Association agree to work with the Mayor, and/or her agent(s); advertise regionally and promote the City of Fairhope.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of $24,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, **ALABAMA,** that Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Downtown Fairhope Business Association.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC
City Clerk

12 November 2024

A resolution authorizing Mayor Sherry Sullivan to execute a Contract with the Eastern Shore Art Center for use of City Facilities and for an appropriation of $20,000.00 for funds to support and sponsor the educational programs through The Art Center's Academy of Fine Arts.

RESOLUTION NO. 5250-24

WHEREAS, a contract shall be executed between the City of Fairhope and the Eastern Shore Art Center for contract funding educational programs through the Academy and Community Outreach Program which provides art education and hands-on learning, on and off site, to all elements of our community: children, youth, adults, seniors, and special needs audiences, making an appropriation of $20,000.00; and

WHEREAS, the Eastern Shore Art Center must continue First Friday Artwalk and all publicity as a community event; continue to provide summer art program for the Fairhope-Point Clear Rotary Youth Club (formerly known as the Boys and Girls Club); and provide low cost art classes for local youth and senior citizens; and

WHEREAS, the City of Fairhope approves the request from the Eastern Shore Art Center to use the streets (Section Street north of Magnolia to Oak Street and Oak Street to Bancroft and Equality) during their Outdoor Art Show, which is held during the annual Arts & Crafts Festival, to use the streets (Fairhope Avenue from Bancroft Avenue to Church Street and Section Street from De La Mare to Magnolia Avenue) for the annual Grand Festival of Art in October; and requesting closure of the streets at 5:00 p.m. on the Friday before the festival for set-up; and security to be provided, after hours, by the Fairhope Police Department; and

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice; and

WHEREAS, payment shall be made quarterly in the amount of $5,000.00; until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Eastern Shore Art Center for funds to support and sponsor the educational programs through the Art Center's Academy for Fine Arts.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Ecumenical Ministries Incorporated for an appropriation of $10,000.00 to support the needs of Fairhope residents.

12 November 2024

RESOLUTION NO. 5251-24

WHEREAS, in Fairhope, Alabama, Ecumenical Ministries Incorporated (EMI) is a public, non-profit, non-denominational, United Way social service agency; and,

WHEREAS, EMI's mission is to improve the quality of life in Baldwin County by meeting basic needs, encouraging personal growth, effecting social and economic justice and celebrate our common life; and,

WHEREAS, EMI provide services to the socio-economic and those in crisis situations and have no place to turn for help on the Eastern Shore, including Fairhope and South Baldwin County. The services rendered include:

- Emergency Aid – Direct assistance for medical, food, utilities, rent, clothing, childcare, transportation and other emergency needs.
- Meals on Wheels (MOW'S) – Volunteer's deliver nutritious, warm meals six days a week. Meals are subsidized based on need and funding – Fairhope area has nine routes.
- Home Repair – These projects include plumbing, electrical work, rebuilding floors, installing windows and doors, roofing, building wheelchair ramps and more. This program is for the elderly and disabled.
- Food Pantry – Our pantries provide a week's supply of food based on the size of the family and their situation.
- Prescription Assistance – This program allows under-insured and non-insured persons to receive life sustaining medications at reduced or no cost through pharmaceutical companies' indigent care program. EMI also provide prescription assistance through the Ozanam Charitable Pharmacy in Mobile.
- Church-based Community Organizing – This program empowers poor and moderate income families to participate effectively in our democratic system and allow community members the opportunity to address the issues affecting their lives: paved streets, lighting, sewage, recreation, and drainage.
- EMMY'S Thrift Shop – Through our emergency aid center vouchers are given at no cost. With these vouchers, people can receive such items as appliances, furniture, clothing, etc.

WHEREAS, Ecumenical Ministries Incorporated has served Fairhope residents since 1969 on a continuous basis and successfully demonstrated the capacity to operate a neighborhood based on social service agency improving countless lives.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to establish a contract for services between the City of Fairhope and Ecumenical Ministries Incorporated to appropriate the sum of $10,000.00 to be used for the needs of Fairhope residents.

DULY ADOPTED THIS THE 12TH DAY OF NOVEMBER, 2024

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Jack Burrell, Council President

ATTEST:

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Lisa A. Hanks, MMC
City Clerk

12 November 2024

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the United Way of Baldwin County for an appropriation of $1,000.00 to help with continuing support for their collaborative effort with health and human services agencies works to build, grow, and enhance the well-being of citizens in Baldwin County.

RESOLUTION NO. 5252-24

WHEREAS, a contract shall be executed between the City of Fairhope and United Way of Baldwin County, making an appropriation of $1,000.00 to help with continuing support for their collaborative effort with health and human service agencies works to build, grow, and enhance the well-being of citizens in Baldwin County. The United Way of Baldwin County is a network of organizations that brings people together to tackle community issues. Their goal is to create lasting change by addressing the underlying causes to problems in the areas of health, education, financial stability; and to address the needs of Baldwin County citizens.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of $1,000.00.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and United Way of Baldwin County.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Baldwin County Trailblazers for an appropriation of $5,000.00 to support the Smart Walks and the Walking School Bus Program.

12 November 2024

RESOLUTION NO. 5253-24

WHEREAS, a contract shall be executed between the City of Fairhope and the Baldwin County Trailblazers, making an appropriation of $5,000.00 to help people shape their communities to be vigorous, healthy, and flourishing for generations to come by implementing a model Walking School Bus program that can positively reduce the soaring rate of childhood obesity by giving parents a supportive solution for assisting their children with walking to school instead of taking a bus or riding in a car.

WHEREAS, Baldwin County Trailblazers will continue its monthly Smart Walks to area schools that involves over 100 students and an equal number of parents and grandparents. The Smart Walk program has been a success.

WHEREAS, the outcome the program will achieve is to have a significant percentage of students participate in the daily Walking School Program and to be a model for use with other schools.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the amount of $5,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Baldwin County Trailblazers.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Fairhope-Point Clear Rotary Youth Club for an appropriation of $57,000.00 to help manage and operate the Fairhope-Point Clear Rotary Youth Club facility.

12 November 2024

RESOLUTION NO. 5254-24

WHEREAS, a contract shall be executed between the City of Fairhope and the Fairhope-Point Clear Rotary Youth Club, making an appropriation of $57,000.00 to help support the programs and activities to better serve our community and its youth by helping to manage and operate the Fairhope-Point Clear Rotary Youth Club facility.

WHEREAS, the Fairhope-Point Clear Rotary Youth Club, agrees to work with the Mayor, and/or her agent(s), to better meet the needs of our community's youth through programs and activities; i.e., quality after school and summer programs which is an absolute necessity for our community.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made quarterly in the amount of $14,250.00 from the City of Fairhope; until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute contract between the City of Fairhope and the Fairhope-Point Clear Rotary Youth Club to help support the programs and activities to better serve our community and its youth by helping to manage and operate the Fairhope-Point Clear Rotary Youth Club facility.

ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

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Jack Burrell, Council President

ATTEST:

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Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Care House, Inc. for an appropriation of $5,000.00 to help with continuing support for children who are victims of sexual and severe physical abuse; and to help with the distribution of the child abuse prevention curriculum.

12 November 2024

RESOLUTION NO. 5255-24

WHEREAS, a contract shall be executed between the City of Fairhope and Care House, Inc., making an appropriation of $5,000.00 to help with continuing support for children who are victims of sexual and severe physical abuse; and to help achieve normalcy through our counseling and advocacy program for children and families who come to us after being victimized. This appropriation will also help with the distribution of the child abuse prevention curriculum, "Keeping Our Kids Safe" and prevention presentation held throughout Baldwin County.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of $5,000.00.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and Care House, Inc.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and The Fairhope Film Festival for an appropriation of $6,000.00 to help bring sustained economic growth from the film industry to the Alabama Gulf Coast through its Fairhope Film Festival.

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12 November 2024

RESOLUTION NO. 5256-24

WHEREAS, a contract shall be executed between the City of Fairhope and the Fairhope Film Festival, making an appropriation of $6,000.00, to help bring sustained economic growth from the film industry to the Alabama Gulf Coast through its Fairhope Film Festival.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of $6,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Fairhope Film Festival.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Mobile Bay National Estuary Program for an appropriation of $15,000.00 to support activities related to Stormwater education and watershed management.

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12 November 2024

RESOLUTION NO. 5257-24

WHEREAS, a contract shall be executed between the City of Fairhope and the Mobile Bay National Estuary Program, making an appropriation of $15,000.00 to support expanded activities related to Stormwater education and watershed management. The Mobile Bay National Estuary Program continues to support City environmental resource management efforts: Fairhope Gullies, Create a Clean Water Future, and Watershed Management Plan for the Volanta Gully Watershed.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made quarterly in the amount of $3,750.00, until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Mobile Bay National Estuary Program.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

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Jack Burrell, Council President

Attest:

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Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Eastern Shore Chamber of Commerce for an appropriation of $21,000.00 (which includes $15,000.00 for the Annual Leaders Council Program) to advertise and promote the City of Fairhope.

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12 November 2024

RESOLUTION NO. 5258-24

WHEREAS, the Eastern Shore Chamber of Commerce serves a public purpose and the publicity that the Eastern Shore Chamber of Commerce gives the City of Fairhope is a public service; and,

WHEREAS, We, the Eastern Shore Chamber of Commerce, agree to work with the Mayor, and/or his agent(s), advertise (regionally and nationally) and promote the City of Fairhope and to enhance City revenues through economic development including sales & use taxes, lodging taxes, business licenses, etc.; and to promote public arts and crafts for residents and visitors through the annual arts and crafts festival.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Mayor Sherry Sullivan is hereby authorized to enter into a contract with the Eastern Shore Chamber of Commerce to promote the City of Fairhope. The contract shall be for one year, beginning 1 October 2024 and ending 30 September 2025; but may be canceled at any time. The contract shall call for a one-time payment to the Eastern Shore Chamber of Commerce in the total amount of $21,000.00 which includes $15,000.00 for the Annual Leaders Council Program from the City of Fairhope.

Adopted this 12th day of November, 2024

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Jack Burrell, Council President

ATTEST:

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Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Baldwin Pops for an appropriation of $6,000.00, in-kind services in the amount of $8,400.00, and resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior to those events to advertise and promote the City of Fairhope.

12 November 2024

RESOLUTION NO. 5259-24

WHEREAS, contract shall be executed between the City of Fairhope and the Baldwin Pops, making an appropriation of $6,000.00, in-kind services, and resources including personnel, but not security after normal business hours; and provides an exception to the Sign Ordinance by allowing banners for their Citywide events and to be displayed 10 days prior those events to advertise and promote the City of Fairhope; and to provide free concerts yearly for the residents of Fairhope, also performs at the City's July 4th celebration and the Founder's Day Concert and when available participates in the Veteran Day parade.

The following is the breakdown of the two concerts [total in-kind services $8,400.00]:

July Concert, Bluff
- **$3000** Concert fee
- **$200** Facility rental fees (in-kind services)
- **$4000** [staging, sound, portables]
- **Total: $7200.00**

October Concert, Bluff
- **$3000** Concert fee
- **$200** Facility rental fees (in-kind services)
- $**4000** [staging, sound, portables]
- **Total: $7200.00**

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the amount of $6,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Baldwin Pops.

ADOPTED this 12th day of November, 2024

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Jack Burrell, Council President

ATTEST:

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Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and the Fairhope Pirate Booster Club, Inc. for an appropriation of $10,000.00 to be used to assist and benefit all sports in both men's and women's athletic programs; and to approve the use of the Fairhope Civic Center for the Annual Drawdown and Silent Auction (date to be announced) which includes the use of associated rooms as needed, placement of a tent in the parking lot (all rental expenses paid by the Club), and use of the facility's tables and chairs in the tent.

12 November 2024

RESOLUTION NO. 5260-24

WHEREAS, a contract shall be executed between the City of Fairhope and the Fairhope Pirate Booster Club, Inc., making an appropriation of $10,000.00 to be used to assist and benefit all sports in both men's and women's athletic programs. This also includes the use of the Fairhope Civic Center for the Annual Drawdown and Silent Auction (date to be announced) which includes the use of associated rooms as needed, placement of a tent in the parking lot (all rental expenses paid by the Club), and use of the facility's tables and chairs in the tent.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made quarterly in the amount of $2,500.00, until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Fairhope Pirate Booster Club, Inc.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Baldwin County Economic Development Alliance for an appropriation of $20,000.00 to support economic development facilitation within the City of Fairhope.

*

*

12 November 2024

RESOLUTION NO. 5261-24

WHEREAS, a contract shall be executed between the City of Fairhope and the Baldwin County Economic Development Alliance, Inc., making an appropriation of $20,000.00 to assist with economic development facilitation within the City of Fairhope. BCDEA is pleased to continue its relationship with the City of Fairhope. BCEDA's charge is to develop and facilitate new job creation opportunities for all communities in Baldwin County. BCEDA will work with City Leadership to continue to develop new job creation opportunities in but not limited to the following: IT, Software Development, Aerospace, Aviation and Medical sectors. We will continue to work with the Mayor, City Staff and City Council to identify, develop and promote designated areas of Fairhope for future job creation. BCEDA will continue to promote and market the City of Fairhope, advising national and international corporate decision makers of all that Fairhope has to offer them as a top site-selection location. BCEDA will continue to advise and assist the Mayor and City Leaders in developing a place and atmosphere in Fairhope that encourages, fosters, and facilitates entrepreneurship. BCEDA will work with local, regional, and statewide workforce development partners to communicate current and future training and education requirements to Coastal Alabama Community College and The Academy at the Fairhope Airport.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment is to be made quarterly in the amount of $5,000.00 from the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and the Baldwin County Economic Development Alliance, Inc.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

12 November 2024

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Safe Harbor Animal Coalition, Inc. for an appropriation of $5,000.00 to help Trap, Neuter & Return "TNR") local area cats.

RESOLUTION NO. 5262-24

WHEREAS, a contract shall be executed between the City of Fairhope and Safe Harbor Animal Coalition, Inc. ("SHAC"), making an appropriation of $5,000.00 to help Trap, Neuter & Return ("TNR") local area cats. The City has found that it is a good and useful purpose of public funds to enter into a contract with SHAC to assist in the growing feral and community cat populations within the City. Trap-Neuter-Return is the humane, effective approach for controlling free-roaming community cats. TNR results in significant, measurable, and positive outcomes for cats, communities, and organizations such as City shelters and animal control.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2024 and ending 30 September 2025; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of $5,000.00.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to sign a contract between the City of Fairhope and Safe Harbor Animal Coalition, Inc.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

A resolution authorizing Mayor Sherry Sullivan to execute a Contract between the City of Fairhope and Thomas Hospital for use of the City facilities (rental and cleaning fees), including streets and parks, depending on availability and permission from the Rental Facilities Manager; but they would be responsible for any incidentals, damages, or security if necessary.

12 November 2024

RESOLUTION NO. 5263-24

WHEREAS, Thomas Hospital serves a public purpose and the health education that the Thomas Hospital gives the City of Fairhope is a public service; and,

WHEREAS, We, Thomas Hospital, agree to work with the Mayor, and /or her agent(s), to promote the City of Fairhope and to contribute time, employees, and other resources putting on health related programs, meetings and programs affiliated with Thomas Hospital, throughout the year in the Fairhope community, schools or at the hospital facilities. Many events, schools, and Fairhope programs are sponsored by Thomas Hospital. The Thomas Hospital Auxiliary provides hours of service to the hospital that benefit Fairhope citizens; and

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to execute contract between the City of Fairhope and Thomas Hospital for use of the City facilities (rental and cleaning fees), including streets and parks, depending on availability and permission from the Rental Facilities Manager; but they would be responsible for any incidentals, damages, or security if necessary.

ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

ATTEST:

_____
Lisa A. Hanks, MMC
City Clerk

The request of the Eastern Shore Optimist Club requesting an in-kind donation ($2,000.00) to use the Fairhope Civic Center for the Dogwood Trail Pageant and Scholarship Program.

The request of Golf Green Fees and Cart Fees for the Fairhope Educational Enrichment Foundation ("FEEF") Golf Tournament and Booster Golf Tournament as an in-kind donation ($5,000.00).

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes acceptance of a GOMESA grant (Grant #G-CFNPII/24/CF) in the amount of $1,328,400.00 and authorizes Mayor Sherry Sullivan to sign all necessary documents. The funding is for Phase II of the Flying Creek Nature Preserve. Seconded by Councilmember Robinson, motion passed unanimously by voice vote. Mayor Sullivan gave an update on the Flying Creek Nature Preserve Project and said the completion date is scheduled for August 2025.

12 November 2024

RESOLUTION NO. 5264-24

AUTHORIZING THE EXECUTION OF A GOMESA GRANT AGREEMENT WITH THE ALABAMA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES FOR FLYING CREEK NATURE PRESERVE PHASE II

WHEREAS, the City of Fairhope was recently awarded a Gulf of Mexico Energy Security Act of 2006 (GOMESA) Grant (No. G-CFNPII/24/CF) with the Agreement by and between the State of Alabama Department of Conservation and Natural Resources (ADCNR) to Construct Phase II Improvements at Flying Creek Nature Preserve; and

WHEREAS, the total estimated project cost is $1,328,400.00, of which the grant amount is a not-to-exceed amount of $1,328,400.00 to allow satisfactory completion of all Project Services following the execution of this Agreement; and

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

WHEREAS, City Staff will provide oversight of the project which shall begin on the date of the Mayor's signature and end in approximately 24 months;

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that City Council authorizes acceptance of the GOMESA Grant award from ADCNR for Phase II to Construct Improvements at Flying Creek Nature Preserve; and authorizes the Mayor to sign the Grant Agreement and other grant related documents on behalf of the City.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

ATTEST:

_____
Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Axon Tasers, accessories and training, on the Alabama Statewide Contract (Contract #MA240000004814) with Axon Enterprise, Inc., that therefore does not have to be let out for bid, for the not-to-exceed cost of $252,945.00; and authorizes Mayor Sherry Sullivan to execute the contract. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

12 November 2024

RESOLUTION NO. 5265-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the procurement of Axon Tasers, accessories and training, on the Alabama Statewide Contract (#MA240000004814) with Axon Enterprise, Inc., that therefore does not have to be let out for bid, for the not-to-exceed cost of $252,945.00; and authorizes Mayor Sherry Sullivan to execute the contract.

ADOPTED ON THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of a Mohawk TR-75WT Lift for the not-to-exceed cost of $140,418.95; and authorizes City Treasurer to transfer FY25 Budget amounts to cover shortage of $30,418.95 as listed on the Resolution. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5266-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the procurement of a Mohawk TR-75WT Lift for the not-to-exceed cost of $140,418.95; and authorizes the City Treasurer to transfer FY25 Budget amounts to cover shortage of $30,418.95 as follows:

Transfer $110,000.00 from 001460-50470 (Vehicle & Equip Purchases) to 001460-50475 (Capital Improvements);

Transfer $5,000.00 from 001460-50230 (Training) to 001460-50475 (Capital Improvements);

Transfer $15,000.00 from 001460-50435 (Small Equip) to 001460-50475 (Capital Improvements); and

12 November 2024

Transfer $10,418.95 from 001460-50340 (General Supplies) to 001460-50475 (Capital Improvements).

ADOPTED ON THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council accepts an ADEM Alabama Recycling Fund grant (Grant #ARF24-07-256) in the amount of $43,000.00 and authorizes Richard Johnson to sign all necessary documents. This is a pass-through award for the purchase of a forklift to be used at the Baldwin County Materials Recovery Facility (MRF); and authorizes the Treasurer to reimburse the Solid Waste Authority (SWA) for the purchase of the forklift upon receiving the grant funding. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 5267-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council accepts an ADEM Alabama Recycling Fund grant (Grant #ARF24-07-256) in the amount of $43,000.00 and authorizes Richard Johnson to sign all necessary documents. This is a pass-through award for the purchase of a forklift to be used at the Baldwin County Materials Recovery Facility (MRF); and authorizes the Treasurer to reimburse the Solid Waste Authority (SWA) for the purchase of the forklift upon receiving the grant funding.

DULY ADOPTED THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

12 November 2024

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of roof replacement for the Connex Shop Building at the Wastewater Treatment Plant from Roof Doctors for a not-to-exceed cost of $21,720.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5268-24

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

[1] That the City of Fairhope approves the procurement for a Roof Replacement for the Connex Shop Building at the Waste Water Treatment Plant. The City received three responses; and awards the project to Roof Doctors of Alabama with a not-to-exceed cost $21,720.00.

DULY ADPOTED ON THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Neptune Water Meters to replenish inventory for the Water Department to be purchased from Consolidated Pipe and Supply Company, Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc.; and are exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total estimated annual cost is $500,000.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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12 November 2024

RESOLUTION NO. 5269-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the procurement of inventory for Neptune Water Meters for the Water Department from Consolidated Pipe & Supply Co. Inc. as Sole Source Distributor; and authorizes procurement based on water meters are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7). The cost not to exceed $500,000.00.

ADOPTED ON THIS 12TH DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of an upgrade to the Offsite Data Backup System with C-Spire and authorizes Mayor Sherry Sullivan to sign the Telecommunications Service Agreement Amendment. The additional cost is $1,000.00 per month for a total monthly cost of $4,266.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5270-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the procurement of an upgrade to the Offsite Data Backup System with C-Spire and authorizes Mayor Sherry Sullivan to execute the Telecommunications Service Agreement Amendment. The additional cost is $1,000.00 per month for a total monthly cost of $4,266.00.

Adopted on this 12th day of November, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Council President Burrell said that Agenda Item has been pulled at the request of the Gas Department.

Councilmember Robinson moved to grant the request of Michelle Thomason, President, Fairhope Sunset Rotary Club, requesting permission for the use of the City streets for a fundraising event that will benefit local charities on Saturday, January 13, 2025 for the 6th Annual 0.5K Run in Fairhope from 1:00 p.m. to 1:30 p.m. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Martin moved to appoint Kathy Sternenberg to the Fairhope Public Schools Commission for a three-year term beginning January 1, 2025 and will expire on December 31, 2027. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 6:50 p.m.

_____
Jack Burrell, 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 Tuesday, 12 November 2024.

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

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

The following topics were discussed:

- The first item on the Agenda was the Presentation – Harbor Board First Round Edits Fairhope Docks Conceptual Plan presented by Mikeal Donald (Chair of the Harbor Board). She said the Harbor Board likes the plan but it needs to be more toward boaters and want to add boat lifts. Ms. Donald said we need one more round of edits. (See attached handout)

  Councilmember Burrell stated some of these recommendations could be done easily; and some may take some time. Councilmember Burrell said he likes the dock store, ship store, and concessions. He told the Board he appreciates all of their work; and said this is truly a treasure for Fairhope. Councilmember Burrell said he would like to see jetties in place for less dredging for the City.

  Harbor Board member Skip Jones stated we need to create a more conceptual plan, a simpler plan.

- The next item on the Agenda was the Discussion of Long's Human Resource Services to Supply Temporary Employees to Supplement the Existing Work Force. Public Works Director George Ladd addressed the City Council and said these are entry level positions for Public Works: custodial and landscape. He said employees are paid per hour and charged a per hour fee with no contractual obligations. Councilmember Burrell questioned which departments would use this service. Mayor Sullivan explained that Human Resources Director Hannah Noonan and her will make sure this service is not abused; and commented you need to trust us. The consensus of the City Council was to move forward with the resolution.

- The Discussion of Civic Center and Park Revisions to Ordinance No. 1575 and Resolution No. 3039-18 was next on the Agenda. Community Affairs Director Paige Crawford briefly went through the changes for Park rentals and Civic Center rentals; and answered any questions. The consensus of the City Council was to have a fee for residents and non-residents; and to put a time limit on for advanced bookings; at least four month prior to event.

- Gas Superintendent Wes Boyett addressed the City Council regarding Agenda Item No. 16; and requested this item be pulled until the correct amount is put before them.

- City Engineer Richard Johnson addressed the City Council regarding Agenda Items No. 9 and No. 12; and answered any questions if needed.
- Chief Stephanie Hollinghead addressed the City Council regarding Agenda Items No.10 and No. 27; and answered any questions if needed.
- Public Works Director George Ladd addressed the City Council regarding Agenda Item No.11; and answered any questions if needed.
- IT Director Jeff Montgomery addressed the City Council regarding Agenda Item No. 15; and answered any questions if needed.
- City Treasurer Kim Creech addressed the City Council regarding Agenda Item No. 7; and answered any questions if needed.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:56 p.m.

_____
Corey Martin, Council President

_____
Lisa A. Hanks, MMC
City Clerk

Fairhope City Docks Vision
November 12, 2024 Work Session

Summation of edits recommended from the Harbor Board

The Harbor Board has met multiple times to review and discuss the proposed vision for Fairhope City Docks. The board would like to see the following edits placed into the plan for further review.

1. Please show the plan to be more directed towards boaters within the community and transient cruisers visiting the area. The focus should not be visitors coming in by vehicle.

2. Improved vehicular circulation to include a more secure (gated) parking area for slip holders with pedestrian access. This may include a way to close the park down after hours as other city parks currently do.

3. Please show options for the current buildings to be uniquely repurposed as opposed to being torn down:

- Give the City a way to support local fishing industry with a seafood co-op
- Adding local art / murals to the building could follow what the city has done in other parts of downtown
- create storage areas for slip holders to lease
- lease space for maritime vendors for marine supplies and service
- golf cart / kayak rentals
- dock store / ship store
- concessions
- improved restroom / shower / laundry facilities for boaters

4. Boat storage / Dry Dock

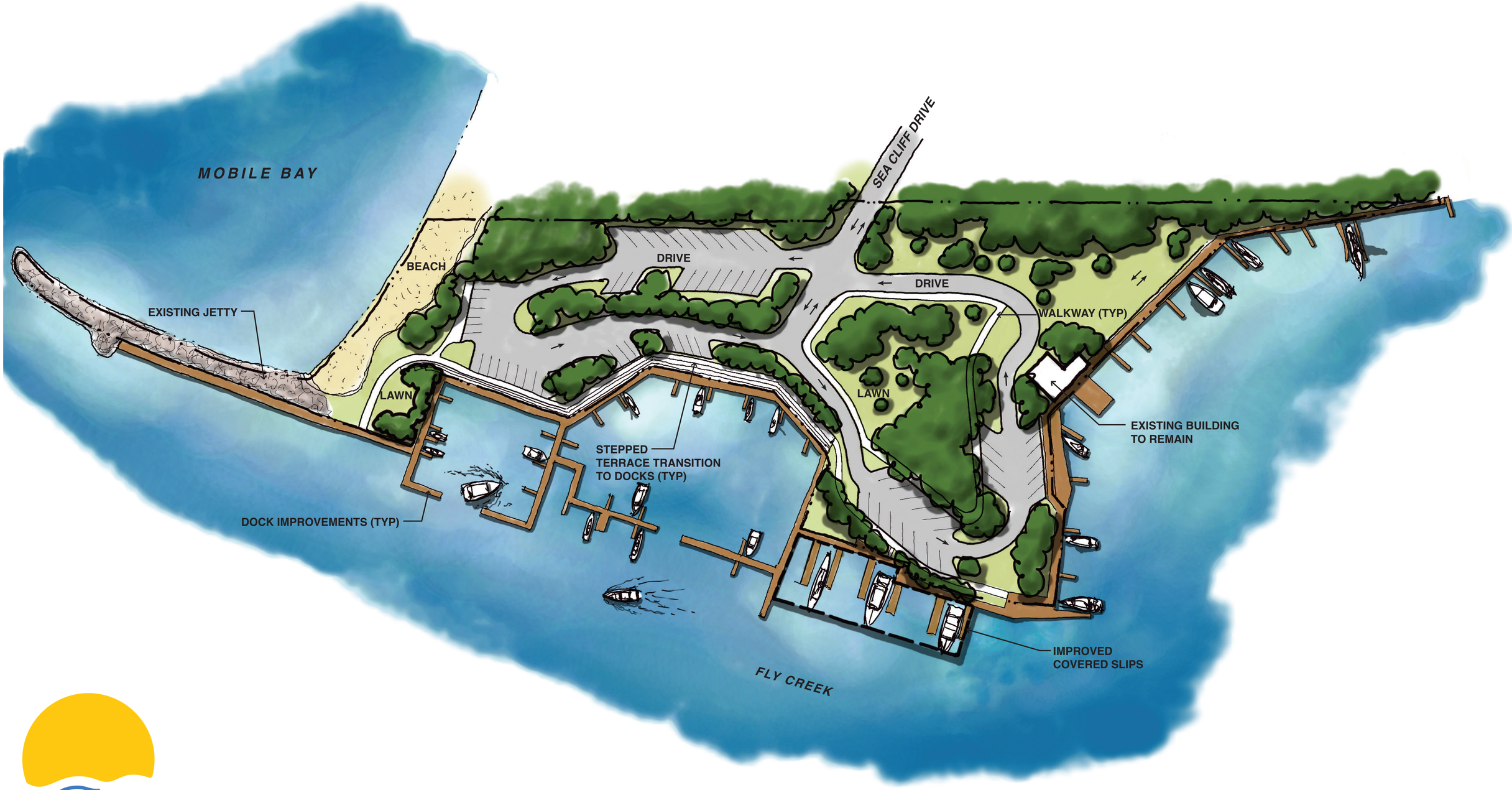
The board unanimously agrees it would like to hold on dry dock storage at this time. The board would like to see improved existing dockage first and a dedicated area set for boat lifts with consistency in design and construction

5. Replace proposed lighthouse with a Gazebo near the jetties. Would like to see a gazebo design that's inspired as a replica of the Middle Bay Lighthouse with a hex angular top

6. West side beach area improved in a more park like manner with better access for kayak / paddle boarders and adirondack seating for Sunsets

7. The board is not opposed to a cottage / bungalow rental… would like for it to feel more like what you've seen many state parks in keeping with the park like feel of the space. A place for food trucks would be a nice addition noting to add electrical shore power so there are no noisy generators.

8. Slip modifications needed:
    wider slips
    extending covered slip area?
    designated spaces for boat lifts



FAIRHOPE
ALABAMA

CONCEPT PLAN FOR

THE FAIRHOPE DOCKS

FAIRHOPE, ALABAMA

Preliminary – Not for Construction

NORTH

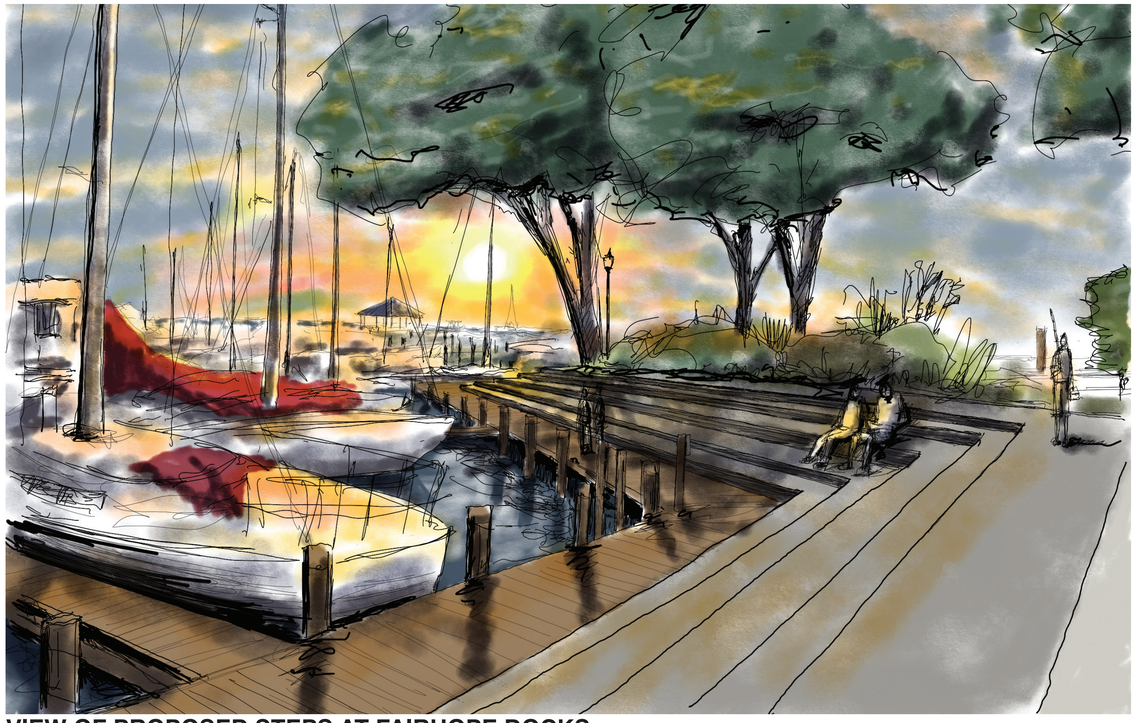
SCALE: 1"=40'

CHRISTIANPREUS
Landscape Architecture

fairhope,al | ocean springs, ms | p 855.539.5086

cpladesignplanning.com

BIRDSEYE VIEW OF MARINA



VIEW OF PROPOSED STEPS AT FAIRHOPE DOCKS

PROPOSED VIEW LOOKING SOUTH FROM SEA CLIFF DRIVE

PROPOSED VIEW OF DOCKS AND GATHERING AREA LOOKING SOUTH IN MARINA

CONCEPT SKETCHES FOR

THE FAIRHOPE DOCKS

FAIRHOPE, ALABAMA

Preliminary – Not for Construction

CHRISTIANPREUS
Landscape Architecture

fairhope,al | ocean springs, ms | p 855.539.5086

cpladesignplanning.com

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-794

FROM:	Lisa Hanks, CITY CLERK Jack Burrell, Council Member
SUBJECT:	Ordinance to declare that certain real property (105 Farmable Acres) of the City of Fairhope is temporarily designated surplus and not needed for public or municipal purposes in response to an offer to lease property yearly from January 1 through December 31 for one year with four one-year options. The City of Fairhope reserves the right to terminate the lease partially or completely or carve out certain portions of the property for municipal purposes. (Introduced at the November 12, 2024 City Council Meeting)
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

That the City Council adopts Ordinance to declare that certain real property (105 Farmable Acres) of the City of Fairhope is temporarily designated surplus and not needed for public or municipal purposes in response to an offer to lease property yearly from January 1 through December 31 for one year with four one-year options. The City of Fairhope reserves the right to terminate the lease partially or completely or carve out certain portions of the property for municipal purposes.

BACKGROUND INFORMATION:

Tobin Street, Inc. and Eric Street, Inc. d/b/a Fairhope Dairy have been leasing this property since January 2020; and additionally, Lessee mows the pecan orchard on the subject property at least six (6) times as needed per year.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

ORDINANCE NO. _____

AN ORDINANCE DIRECTING THE LEASE OF CERTAIN REAL PROPERTY AND DECLARING SAID PROPERTY TO BE TEMPORARILY SURPLUS AND NOT CURRENTLY NEEDED FOR PUBLIC OR MUNICIPAL PURPOSES

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

Section 1. The legal description of the real estate that is the subject matter of this Ordinance is in Baldwin County, Alabama and is more particularly described as follows:

> The East Half of Southeast Quarter and the Southeast Quarter of the Northeast Quarter, less and except a parcel described as commencing at the Southeast Corner of Section 33, Township 6 South, Range 2 East, run thence West, 1333 feet South, run thence North, 40 feet South for the Point of Beginning; thence continue North, 801 feet South, thence Southeast, 307 feet South, thence West, 65 feet South, to the point of beginning.

Section 2. The CITY COUNCIL OF THE CITY OF FAIRHOPE, has determined that the above described property is temporarily surplus and is not currently needed for public or municipal purposes and pursuant to the authority granted by Section 11-47-21 of the Code of Alabama of 1975, the Mayor is authorized to execute a lease of said property to TOBIN STREET, INC. and ERIC STREET, INC. d/b/a FAIRHOPE DAIRY for an annual payment of $9,975.00 to the general fund.

Section 3. The terms of the lease shall be as follows:

1. The price is set at $95.00 per farmable acre (currently 105 acres) and shall be paid in full at the start of the lease,
2. Fairhope Dairy is to mow the Pecan orchard on the property at least six times per year as needed,
3. Fairhope Dairy shall not be responsible for repairing damage to non-farmed land due to natural acts such as storm damage to the orchard,
4. The lease term is for one year with four one year options under the current terms,
5. The lease shall run from January 1 to December 31 effective immediately,
6. The City of Fairhope reserves the right to terminate the lease partially or completely or carve out certain portions of the property for municipal purposes,
7. The City shall provide 180 day notice to Fairhope Dairy of any carve out or reduction of farmable acreage available under the lease,
8. After said notice, the lease price shall be adjusted according to the remaining farmable acreage.

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

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

Adopted and approved this 21st day of November, 2024.

City of Fairhope

By:_____
Jack Burrell, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 21st day of November, 2024.

City of Fairhope

By:_____
Sherry Sullivan, Mayor

MUNICIPAL LEASE AGREEMENT

This Lease Agreement is made and entered into this 1st day of January, 2025 at Fairhope, Alabama, by and between **TOBIN STREET, INC. and ERIC STREET, INC. d/b/a FAIRHOPE DAIRY**, "Lessee," and **THE CITY OF FAIRHOPE, ALABAMA,** a municipal corporation, hereinafter referred to as "Lessor."

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

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

> The East Half of Southeast Quarter and the Southeast Quarter of the Northeast Quarter, less and except a parcel described as commencing at the Southeast Corner of Section 33, Township 6 South, Range 2 East, run thence West, 1333 feet South, run thence North, 40 feet South for the Point of Beginning; thence continue North, 801 feet South, thence Southeast, 307 feet South, thence West, 65 feet South, to the point of beginning.

to be farmed for a term of one year commencing on January 1, 2025 and ending December 31, 2025 subject to the renewal and early termination options herein provided.

ARTICLE 2. RENT

Lessee shall pay $95.00 per year per farmable acre (one hundred five (105 acres)) as rent beginning on the January 1, 2025 of the month upon which Lessee occupies the premises or on execution of this lease and continuing thereafter annually until the end of the lease term. The total amount to be paid as rent during the lease term is $9,975.00.

Lessee shall provide Lessor a copy from the Baldwin FSA office outlining the farmable acreage on the leased property and it shall be attached hereto as Exhibit “A”.

Additionally, Lessee shall mow the pecan orchard on the subject property at least six (6) times as needed per year. Should the orchard be damaged by major storm or other natural disaster, Lessee shall not be responsible for said major storm cleanup.

The terms of the lease do not include access to or use of the existing buildings or structures located on the leased land.

ARTICLE 3. INSURANCE

Lessee's Obligation

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

(1) General Liability and Automobile Liability coverage in the amount of $1,000,000 and shall name Lessor as an additional loss payee. The coverage shall be furnished by a company with an A.M. Best rating of "A" or better.

(2) Lessee shall be responsible for insurance on the portion of the premises used and leased by lessee. Lessee shall be responsible for any and all claims, actions, suits, demands, damages and injuries arising from any loss of life, bodily or mental injury or property damage arising from any occurrence in or upon the leased premises, and Lessee shall hold Lessor harmless there from.

Proof of Coverage

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

Protection Against Cancellation

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

Failure to Secure

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

ARTICLE 4. UTILITIES

Lessee shall during the term hereof pay all charges for telephone, gas, electricity, sewage, and water used in or on the leased premises.

ARTICLE 5. WASTE AND NUISANCE

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

ARTICLE 6. REPAIRS

Lessee agrees to keep the leased premises in good order and repair, and to keep the leased premises clean in a reasonable and customary manner.

ARTICLE 7. ALTERATIONS, IMPROVEMENTS, AND FIXTURES

Lessee shall have the right to improve, add to, or alter the leased premises and to install fixtures thereon only with the prior written consent of the Lessor.

Improvements

Lessee shall have the right at Lessee's own cost and expense from time to time during the term or any extended term of this lease to construct on the leased premises such improvements, and make such alternations, additions, and changes therein as Lessee deems necessary or convenient for Lessee's purposes, and Lessee shall be permitted from time to time during and within thirty (30) days after expiration or sooner termination of the term of this lease to remove any such building or other improvements erected or made by Lessee; provided, however, that the Lessee shall repair any damages to the leased premises caused by removal and further provided that any building or improvements that are not removed by Lessee on or within thirty (30) days after expiration or sooner termination of the term or any extended term of this lease shall be deemed abandoned by Lessee and shall become the absolute property of Lessor without compensation to Lessee, and Lessee shall not be required on such abandonment to restore the premises to their present condition.

ARTICLE 8. QUIET POSSESSION

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

ARTICLE 9. DELIVERY OF POSSESSION

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

ARTICLE 10. TERMINATION OR EXTENSION

Option to Renew or Extend

Lessee is hereby granted and shall, if not at the time in default under this lease, have four annual options to renew this lease for an additional period of one (1) year from the termination date hereof, but otherwise on the same terms, covenants, and conditions.

How Exercised

These options shall be exercised only by Lessee's delivering to Lessor in person or by United States registered or certified mail on or before sixty (60) days before the end of the lease term, written notice of Lessee's election to renew.

Effect of Holding Over

In the event Lessee does not renew this lease as herein provided and holds over beyond the expiration of the term hereof, such holding over shall be deemed a month-to-month tenancy only.

Early Partial or Complete Termination

The Lessor at its discretion may terminate the lease on certain portions of the farmable land as the Lessor develops said land for future Municipal purposes. The City shall provide the Lessee 180 day written notice of its intent to terminate the lease partially or completely or carve out certain portions of the property for municipal purposes. The remaining leased farmable land will remain in place under lease and the rent will be prorated accordingly.

ARTICLE 11. DEFAULTS AND REMEDIES

Default of Lessee

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

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

ARTICLE 13. INSPECTION BY LESSOR

Lessee shall permit Lessor and Lessor's agents to enter into and upon the leased premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining or making repairs or alterations to the building.

ARTICLE 14. ASSIGNMENT AND SUBLEASE

Assignment and Subletting by Lessee

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

Assignment by Lessor

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

ARTICLE 15. MISCELLANEOUS

Rights and Remedies Cumulative

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

Waiver of Default

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

Attorney's Fees

In the event Lessee breaches any of the terms of this agreement whereby the Lessor employs attorneys to protect or enforce its rights hereunder and prevails, then the Lessee agrees to pay the other party reasonable attorney's fees so incurred by such other party.

Excuse

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

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

LESSOR:

THE CITY OF FAIRHOPE A MUNICIPAL CORPORATION

By: _____
Jack Burrell, Council President

LESSEE:

Tobin Street Inc.

By: _____
As its _____

Eric Street Inc.

By: _____
As its _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County, in said State, hereby certify that JACK BURRELL whose name as Council President of THE CITY OF FAIRHOPE, a municipal corporation, is signed to the foregoing Commercial Lease Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said Lease Agreement he, as such officer, and with full authority, executed the same voluntarily for and as the act of said municipal corporation, acting in its capacity as Council President as aforesaid.

Given under my hand this the _____ day of January, 2025.

_____
NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____of **Tobin Street, Inc**. is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the _____ day of January 2025.

_____
NOTARY PUBLIC
My Commission Expires:_____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County in said State, hereby certify that _____ whose name as _____of **Eric Street, Inc**. is signed to the foregoing Lease Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand this the _____ day of January 2025.

_____
NOTARY PUBLIC
My Commission Expires:_____

Prepared by:

MARCUS MCDOWELL
City Attorney
60 N. Section St.
Post Office Box 1367
Fairhope, Alabama 36533
(251) 928-1915

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-795

FROM:	Kim Creech, CITY TREASURER Daryl Morefield, WATER SUPERINTENDENT Sherry Sullivan, Mayor
SUBJECT:	To Establish Water and Wastewater (Sewer) Rates for all Customers of the City of Fairhope Water and Wastewater Systems and to Repeal Ordinance No. 1791. (Introduced at the November 12, 2024 City Council Meeting)
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

That the City Council adopt the Ordinance to Establish Water and Wastewater (Sewer) Rates for all Customers of the City of Fairhope Water and Wastewater Systems and to Repeal Ordinance No. 1791.

BACKGROUND INFORMATION:

Jackson Thornton conducted Electric, Water, Wastewater & Gas Cost of Service Studies and presented it at the October 28, 2024, City Council Work Session. The new rates are the recommendations of Jackson Thornton to be increased over a period of two years beginning January 1, 2025.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

GRANT:

LEGAL IMPACT:

ORDINANCE NO: _____

AN ORDINANCE TO ESTABLISH WATER AND WASTEWATER (SEWER) RATES FOR ALL CUSTOMERS OF THE CITY OF FAIRHOPE WATER AND WASTEWATER SYSTEMS AND TO REPEAL ORDINANCE NO. 1791

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

ARTICLE III. WATER

AMEND - Sec. 21-38 RATE - SCHEDULE

(a) Water rates schedule:

Beginning 01/01/2025

- W1 Inside the City Limits:
  - Minimum Charge $14.75
  - Plus, each 1,000 gallons $3.60 (1,000 - 6,999)
  - Usage 7,000 gallons and greater $4.60
  - Plus LCA and Tax

- W2 & W3 Outside the City Limits
  - Minimum Charge $17.50
  - Plus, each 1,000 gallons $4.30 (1,000 - 6,999)
  - Usage 7,000 gallons and greater $5.35
  - Plus LCA and Tax

- IRR1 Inside the City Limits:
  - Minimum Charge $14.75
  - Plus, each 1,000 gallons $4.60
  - Plus LCA and Tax

- IRR2 & IRR3 Outside the City Limits:
  - Minimum Charge $17.50
  - Plus, each 1,000 gallons $5.35
  - Plus LCA and Tax

Beginning 01/01/2026 and until replaced by the City Council

- W1 Inside the City Limits:
  - Minimum Charge $15.50
  - Plus, each 1,000 gallons $4.60 (1,000 - 6,999)
  - Usage 7,000 gallons and greater $5.60
  - Plus LCA and Tax

- W2 & W3 Outside the City Limits
  - Minimum Charge $17.50
  - Plus, each 1,000 gallons $4.80 (1,000 - 6,999)
  - Usage 7,000 gallons and greater $5.85
  - Plus LCA and Tax

- IRR1 Inside the City Limits:
  - Minimum Charge $15.50
  - Plus, each 1,000 gallons $5.60
  - Plus LCA and Tax

- IRR2 & IRR3 Outside the City Limits:
  - Minimum Charge $17.50
  - Plus, each 1,000 gallons $5.85
  - Plus LCA and Tax

(b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

- LCA = 1 + ((TLCB - TLCPY) / BRRR)
- Where: TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.
- TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.
- BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.
- The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base wastewater (sewer) rates. Thus, when applied, a new TLC PY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:
  - Salaries
  - Payroll Taxes
  - Retirement Expense
  - Insurance : Employees Group
  - Employee Retirement/ Medical Insurance
  - Casualty/ Workers Compensation Insurance
- Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures.

(c) A $30.00 bad check charge shall be assessed for a check, draft, negotiable order of withdrawal, or like instrument drawn on a bank or other depository institution given by any person in full or partial payment of City services if the instrument is not paid or is dishonored by the institution, charge and collect, through regular billing procedure or otherwise, from whom the instrument was received pursuant to Code of Alabama, Section 8-8-15.

ARTICLE IV. WASTEWATER (SEWER)

AMEND - Sec. 21-54 RATE – SCHEDULE

(a) Wastewater (sewer) rates schedule:

Beginning 01/01/2025

- S1 Inside the City Limits:
  - Minimum Charge $26.00
  - Plus, each 1,000 gallons $6.80
  - Plus LCA

- S2 & S3 Outside the City Limits
  - Minimum Charge $28.50
  - Plus, each 1,000 gallons $7.90
  - Plus LCA

Any household that does not have City of Fairhope water service will be charged a flat rate:

- Inside the City Limits $62.30
- Outside the City Limits $78.20

Beginning 01/01/2026 and until replaced by the City Council

- S1 Inside the City Limits:
  - Minimum Charge $30.00
  - Plus, each 1,000 gallons $8.30
  - Plus LCA

- S2 & S3 Outside the City Limits
  - Minimum Charge $32.50
  - Plus, each 1,000 gallons $9.40
  - Plus LCA

Any household that does not have City of Fairhope water service will be charged a flat rate:

- Inside the City Limits $66.30
- Outside the City Limits $82.20

(b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

- LCA = 1 + ((TLCB - TLCPY) / BRRR)
- Where: TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.
- TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.

- BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.
- The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base wastewater (sewer) rates. Thus, when applied, a new TLC PY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:
  - Salaries
  - Payroll Taxes
  - Retirement Expense
  - Insurance : Employees Group
  - Employee Retirement/ Medical Insurance
  - Casualty/ Workers Compensation Insurance
- Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures.

(c) A $30.00 bad check charge shall be assessed for a check, draft, negotiable order of withdrawal, or like instrument drawn on a bank or other depository institution given by any person in full or partial payment of City services if the instrument is not paid or is dishonored by the institution, charge and collect, through regular billing procedure or otherwise, from whom the instrument was received pursuant to Code of Alabama, Section 8-8-15.

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 THIS THE 21ST DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 21ST DAY OF NOVEMBER, 2024

_____
Sherry Sullivan, Mayor

Water – Results & Recommendations, 3 of 3

- For all Inside City Limit customers, including irrigation, consider the following rate action:
  - Increase the monthly customer charge $0.75 each of the next two steps. Total increase of $1.50.
  - Increase volumetric rate on all volumes by $1.00 each of the next two steps. Total increase of $2.00 per kGal.

- For all Outside City Limit customers, including irrigation, consider the following rate action:
  - Increase volumetric rate on all volumes by $0.50 each of the next two steps. Total increase of $1.00 per kGal.

Sewer – Results & Recommendations, 3 of 3

- For all customers consider the following rate action:
  - Increase the monthly customer charge $4.00 each of the next two steps. Total increase of $8.00.
  - Increase volumetric rate on all volumes by $1.50 each of the next two steps. Total increase of $3.00 per kGal.

ORDINANCE NO. 1791

AN ORDINANCE TO ESTABLISH WATER AND WASTEWATER RATES FOR ALL CUSTOMERS OF THE CITY OF FAIRHOPE WATER AND WASTEWATER SYSTEMS AND TO REPEAL AND REPLACE ORDINANCE NO. 1759.

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

ARTICLE III. WATER

AMEND - Sec. 21-38 RATE - SCHEDULE

(a) Water rates schedule:

• W1 Inside the City Limits:		
• Minimum Charge $14.00	14.75	15.50
• Plus, each 1,000 gallons $2.60 (1,000 - 6,999)	3.60	4.60
• Usage 7,000 gallons and greater $3.60	4.60	5.60
• Plus LCA and Tax		
• W2 & W3 Outside the City Limits		
• Minimum Charge $17.50		
• Plus, each 1,000 gallons $3.80 (1,000 - 6,999)	4.30	4.80
• Usage 7,000 gallons and greater $4.85	5.35	5.85
• Plus LCA and Tax		
• IRR1 Inside the City Limits:		
• Minimum Charge $14.00	14.75	15.50
• Plus, each 1,000 gallons $3.60	4.60	5.60
• Plus LCA and Tax		
• IRR2 & IRR3 Outside the City Limits:		
• Minimum Charge $17.50		
• Plus, each 1,000 gallons $4.85	5.35	5.85
• Plus LCA and Tax		

(b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions, and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

- LCA = 1 + ((TLCB - TLCPY) / BRRR)
- Where: TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.
- TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.
- BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.
- The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base wastewater (sewer) rates. Thus, when applied, a new TLC PY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:

- Salaries
- Payroll Taxes
- Retirement Expense
- Insurance: Employees Group
- Employee Retirees Medical Insurance
- Workers Compensation Insurance

- Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures.

ARTICLE IV. WASTEWATER (SEWER)

AMEND - Sec. 21-54 RATE – SCHEDULE

(a) Wastewater (sewer) rates schedule:

▪ S1 Inside the City Limits:		
• Minimum Charge $22.00	26.00	30.00
• Plus, each 1,000 gallons $5.30	6.80	8.30
• Plus LCA		
▪ S2 & S3 Outside the City Limits		
• Minimum Charge $24.50	28.50	32.50
• Plus, each 1,000 gallons $6.40	7.90	9.40
• Plus LCA		

Any household that does not have City of Fairhope water service will be charged a flat rate:

▪ Inside the City Limits $58.30	62.30	66.30
▪ Outside the City Limits $74.20	78.20	82.20

(b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions, and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

- LCA = 1 + ((TLCB - TLCPY) BRRR)
- Where: TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.
- TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.
- BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.
- The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base wastewater (sewer) rates. Thus, when applied, a new TLC PY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:
  - Salaries
  - Payroll Taxes
  - Retirement Expense
  - Insurance: Employees Group
  - Employee Retirees Medical Insurance
  - Workers Compensation Insurance

- Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time to time as prescribed by the City's accounting and budget procedures.

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

Effective Date. This ordinance shall take effect on April 1, 2024, upon its due adoption and publication as required by law.

ADOPTED THIS THE 26TH DAY OF FEBRUARY 2024

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 26TH DAY OF FEBRUARY 2024

Sherry Sullivan, Mayor

Ord. No. 1791 Published in FAIRHOPE COURIER on Friday, March 8, 2024 City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-792

FROM:	Daryl Morefield, WATER SUPERINTENDENT
SUBJECT:	The Superintendent of Water/Wastewater, Daryl Morefield, is requesting a change order to pay the Geotechnical Materials Testing Engineer for Inspections and Construction Materials Testing for an additional amount of $8,840.00 for additional professional services rendered.
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

To approve the change order for GeoCon Engineering & Materials Testing, Inc. change order for a not-to-exceed amount of $8,840.00.

BACKGROUND INFORMATION:

GeoCon Engineering & Materials Testing Inc. was hired for RFQ PS23-018 Professional Engineering Services for Water Treatment Plant No. 3 Special Inspections and Construction Materials Testing. The change order for the Geotechnical Materials Testing will be a not-to-exceed amount of Eight Thousand Eight Hundred Forty Dollars ($8,840.00). The total cost for the services will be Twenty-Three Thousand Eight Hundred Forty Dollars ($23,840.00).

The work performed is professional engineering associated with the testing and special inspection services to cover the structural elements as follows:

- Earthwork monitoring, proof-roll observations, and soil compaction/density testing
- Footing/slab observation and inspections – to include reinforcing steel (rebar) placement inspections and soil bearing capacity testing
- Cast in-place concrete – to include slump, air content, concrete temperature, and compressive strength testing. Testing for this section includes all structural concrete components (footings, slabs, and walls)
- Masonry testing and inspections, including rebar placement inspections
- Structural steel inspections, including AWS welding and bolt torque inspections
- Pavement improvements, base compaction, asphalt pavement, concrete paving, concrete curb testing

Previous Council Action:

Resolution No. 4719-23 Adopted by Council April 10, 2023, for a not-to-exceed amount of $15,000.00 for Professional Engineering Services for Water Treatment Plant No. 3 Special Inspections and Construction Materials Testing.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
004010-59501 (Line 10)	Sys Imprv - Water Plant/Wells	$8,840.00	$8,840.00	$0.00

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (RFQ PS23-018) Professional Engineering Services for Water Treatment Plant No. 3 Inspections and Construction Materials Testing with a cost of $8,840.00 with GeoCon Engineering & Materials Testing Inc. The total cost for Inspections and Construction Materials Testing will be $23,840.00.

DULY ADOPTED THIS 21ST DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

Statement

GeoCon Engineering & Materials Testing Inc
Post Office Box 130
Magnolia Springs, AL 36555-0130
251-947-1035

Date
10/8/2024

To:
CITY OF FAIRHOPE MR. RICHARD JOHNSON PO DRAWER 429 FAIRHOPE AL 36533

Amount Due	Amount Enc.
$8,840.00	

Date	Transaction	Amount	Balance
02/08/2024	INV #8869. Due 02/08/2024. Orig. Amount $266.00.	266.00	266.00
03/07/2024	INV #8987. Due 03/07/2024. Orig. Amount $2,226.00.	2,226.00	2,492.00
04/05/2024	INV #9121. Due 04/05/2024. Orig. Amount $1,816.00.	1,816.00	4,308.00
05/07/2024	INV #9230. Due 05/07/2024. Orig. Amount $4,532.00.	4,532.00	8,840.00

Reviewed and Approved for Payment
Richard D. Johnson, PE - 10/08/2024

Richard D. Johnson, PE

Digitally signed by Richard D. Johnson, PE
Date: 2024.10.08 11:42:19 -05'00'

CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	0.00	0.00	8,840.00	$8,840.00

GeoCon Engineering & Materials Testing Inc

Invoice

Post Office Box 130
Magnolia Springs, AL 36555-0130
251-947-1035

Phone #
251-947-1035

Date	Invoice #
2/8/2024	8869

Bill To
CITY OF FAIRHOPE MR. RICHARD JOHNSON PO DRAWER 429 FAIRHOPE AL 36533

Project
CONSTRUCTION MATERIAL TESTING FAIRHOPE WTP NO. 3 FAIRHOPE AL

P.O. Number	Terms	Rep	Ship	Via	GeoCon Project	
20233769-00			2/8/2024		JG 2377-23	

Quantity	Item Code	Description	Price Each	Amount
1	TRIP CHARGE	TRIP CHARGE	35.00	35.00
3	TECH	3 HRS ENGINEERING TECHNICIAN	60.00	180.00
0.3	MATERIAL SPEC	.3 HR PROJECT MANAGER	110.00	33.00
0.3	CLERICAL	.3 HR CLERICAL	60.00	18.00

PLEASE INCLUDE INVOICE NUMBER OR A COPY OF INVOICE WITH PAYMENT. THANK YOU.

Total $266.00

GeoCon Engineering & Materials Testing Inc

Invoice

Post Office Box 130
Magnolia Springs, AL 36555-0130
251-947-1035

Phone #
251-947-1035

Date	Invoice #
3/7/2024	8987

Bill To
CITY OF FAIRHOPE MR. RICHARD JOHNSON PO DRAWER 429 FAIRHOPE AL 36533

Project
CONSTRUCTION MATERIAL TESTING FAIRHOPE WTP NO. 3 FAIRHOPE AL

P.O. Number	Terms	Rep	Ship	Via	GeoCon Project	
20233769-00			3/7/2024		JG 2377-23	

Quantity	Item Code	Description	Price Each	Amount
8	TRIP CHARGE	TRIP CHARGE	35.00	280.00
14	NFDTS	NUCLEAR DENSITY COMPACTION TEST	18.00	252.00
22	TECH	22 HRS ENGINEERING TECHNICIAN	60.00	1,320.00
2.2	MATERIAL SPEC	2.2 HRS PROJECT MANAGER	110.00	242.00
2.2	CLERICAL	2.2 HRS CLERICAL	60.00	132.00

PLEASE INCLUDE INVOICE NUMBER OR A COPY OF INVOICE WITH PAYMENT. THANK YOU.

Total $2,226.00

GeoCon Engineering & Materials Testing Inc

Invoice

Post Office Box 130
Magnolia Springs, AL 36555-0130
251-947-1035

Phone #
251-947-1035

Date	Invoice #
4/5/2024	9121

Bill To
CITY OF FAIRHOPE MR. RICHARD JOHNSON PO DRAWER 429 FAIRHOPE AL 36533

Project
CONSTRUCTION MATERIAL TESTING FAIRHOPE WTP NO. 3 FAIRHOPE AL

P.O. Number	Terms	Rep	Ship	Via	GeoCon Project	
20233769-00			4/5/2024		JG 2377-23	

Quantity	Item Code	Description	Price Each	Amount
7	TRIP CHARGE	TRIP CHARGE	35.00	245.00
6	NFDTS	NUCLEAR DENSITY COMPACTION TEST	18.00	108.00
19	TECH	19 HRS ENGINEERING TECHNICIAN	60.00	1,140.00
1.9	MATERIAL SPEC	1.9 HRS PROJECT MANAGER	110.00	209.00
1.9	CLERICAL	1.9 HRS CLERICAL	60.00	114.00

PLEASE INCLUDE INVOICE NUMBER OR A COPY OF INVOICE WITH PAYMENT. THANK YOU.

Total $1,816.00

GeoCon Engineering & Materials Testing Inc

Invoice

Post Office Box 130
Magnolia Springs, AL 36555-0130
251-947-1035

Phone #
251-947-1035

Date	Invoice #
5/7/2024	9230

Bill To
CITY OF FAIRHOPE MR. RICHARD JOHNSON PO DRAWER 429 FAIRHOPE AL 36533

Project
CONSTRUCTION MATERIAL TESTING FAIRHOPE WTP NO. 3 FAIRHOPE AL

P.O. Number	Terms	Rep	Ship	Via	GeoCon Project	
20233769-00			5/7/2024		JG 2377-23	

Quantity	Item Code	Description	Price Each	Amount
16	TRIP CHARGE	TRIP CHARGE	35.00	560.00
24	NFDTS	NUCLEAR DENSITY COMPACTION TEST	18.00	432.00
1	SOIL PROCTOR	SOIL STANDARD PROCTOR DETERMINATION	110.00	110.00
1	AGG PROCTOR	AGGREGATE PROCTOR DETERMINATION	225.00	225.00
1	AGG CLASS	AGGREGATE BASE CLASSIFICATION	125.00	125.00
40	TECH	40 HRS ENGINEERING TECHNICIAN	60.00	2,400.00
4	MATERIAL SPEC	4 HRS MATERIAL SPECIALIST	110.00	440.00
4	CLERICAL	4 HRS CLERICAL	60.00	240.00

PLEASE INCLUDE INVOICE NUMBER OR A COPY OF INVOICE WITH PAYMENT. THANK YOU.

Total $4,532.00

RESOLUTION NO. 4719-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract with GeoCon Engineering & Materials Testing, Inc. for Special Inspections and Construction Materials Testing for Water Treatment Plant No. 3; (RFQ No. PS23-018) with a not-to-exceed amount of $15,000.00.

DULY ADOPTED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-789

FROM:	Daryl Morefield, WATER SUPERINTENDENT
SUBJECT:	The Superintendent of Water/Wastewater is requesting to find a qualified firm to provide professional engineering services for the installation of a 24" water line from WTP #2 to CR13 along Fairhope Ave.
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

To approve the selection of an engineering firm by the evaluation team for professional engineering services for the installation of a 24" water line from WTP #2 to CR13 along Fairhope Avenue and authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council.

BACKGROUND INFORMATION:

A Request for Qualifications was issued on October 11, 2024, posted to the City of Fairhope's website, and advertised in Gulf Coast Media for three (3) weeks. Five (5) responsive proposals were received at the bid opening on October 24, 2024 at 2:00 p.m.

The proposals were evaluated by five (5) City of Fairhope staff (see attached Evaluation Score Sheet). The recommendation by the Superintendent of Water/Wastewater and the evaluation team is to hire Krebs Engineering for this project.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
004010-59500	System Imprv - Distribution Sys	$TBD	$TBD	$TBD

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council approves the selection by the Evaluation Team for Professional Engineering Services for (RFQ PS25-002) for the Installation of a 24" Water Line from WTP #2 to CR13 along Fairhope Avenue to Krebs Engineering; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 21ST DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE EVALUATION
RFQ PS25-002

NAME: Request for Qualifications
Professional Engineering Services for Installation of a 24" Water Line from WTP #2 to CR13 Along Fairhope Ave.

Opened: October 24, 2024 at 2:00 P.M.

Goodwyn Mills Cawood (GMC)

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	20	18	21	20	22
Criteria 2: Experience of Proposed Key Personnel	0-25	20	20	21	20	20
Criteria 3: Resources and Availability	0-20	17	12	18	17	17
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	6	7	8	8	7
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	18	14	17	18	18
Total Score:		81	71	85	83	84
Average Score:						81

Krebs Engineering

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	23	23	24	22	23
Criteria 2: Experience of Proposed Key Personnel	0-25	22	23	24	22	23
Criteria 3: Resources and Availability	0-20	17	16	18	19	18
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	8	8	9	9	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	18	18	20	20	19
Total Score:		88	88	95	92	91
Average Score:						91

Michael Baker International

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	16	20	20	20	20
Criteria 2: Experience of Proposed Key Personnel	0-25	17	20	20	19	20
Criteria 3: Resources and Availability	0-20	15	18	16	17	15
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	5	7	7	7	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	12	15	15	15	15
Total Score:		65	80	78	78	78
Average Score:						76

Overstreet & Associates Consulting Engineers

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	18	14	21	20	18
Criteria 2: Experience of Proposed Key Personnel	0-25	20	14	21	20	20
Criteria 3: Resources and Availability	0-20	19	12	17	18	19
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	6	5	7	7	6
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	19	12	17	17	19
Total Score:		82	57	83	82	82
Average Score:						77

Volkert, Inc.

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	21	20	23	20	22
Criteria 2: Experience of Proposed Key Personnel	0-25	20	20	23	20	22
Criteria 3: Resources and Availability	0-20	17	18	18	18	17
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	7	7	9	8	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	18	15	19	18	18
Total Score:		83	80	92	84	87
Average Score:						85

Recommendation:

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

Signature
Daryl Morefield, Water/Wastewater Superintendent

Signature
Erin Wolfe, Purchasing Manager

STATEMENT OF

QUALIFICATIONS

SUBMITTED FOR

RFQ PS25-002 Installation of a 24” Water Line from WTP #2 to CR13 Along Fairhope Ave.

SUBMITTED TO

City of Fairhope

PREPARED BY

Krebs Engineering, Inc.

October 24, 2024

KREBS ENGINEERING
1040 Stanton Road
Building II, Suite A & B
Daphne, AL 36526
www.krebseng.com

October 24, 2024

Honorable Mayor Sherry Sullivan
City of Fairhope
555 South Section Street
Fairhope, Alabama 36532

Re: Statement of Qualifications to Provide Engineering Services for
RFQ PS25-002 – 24-inch Water Line from WTP #2 to CR13 Along Fairhope Avenue

Dear Mayor Sullivan:

Krebs Engineering, Inc. (Krebs) is excited to submit our Statement of Qualifications (SOQ) for the above-referenced project. The **Krebs project team** is **uniquely** qualified for this project for the following reasons:

- **Familiarity with Fairhope Water System:** Krebs worked closely with Fairhope to identify the improvements needed to plan for future growth and mitigate pressure issues in the Rock Creek subdivision by providing support for WTP No. 1, Nichols Tank, and the Rock Creek Booster Pump Station. Our familiarity with Fairhope staff will enable us to work efficiently with all city departments and expedite the design schedule.
- **Unique Project Approach:** Our approach utilizes our knowledge of the Fairhope Water System, and its future needs to develop a flexible scope of work and bid items/pricing that will enable the City to include additional improvements if the budget allows. Additionally, if selected to design both WTM projects, Krebs will combine the permitting to simplify and expedite the design schedule.
- **Unparalleled Resources and Experience:** The Krebs project team has 80 years of experience with water mains and includes four (4) engineers already familiar with this project and the Fairhope Water System. Krebs has almost 100 years of experience with water transmission mains in the State of Alabama.
- **Responsiveness and Local Office:** Our office is 10 minutes from the project site. Our proven responsiveness will alleviate worry and distractions while enabling Fairhope staff to focus their attention where it's needed most.

GeoCon Engineering & Materials Testing, Inc. will provide the geotechnical investigation, and Linder Surveying, LLC will provide the survey. Both firms have worked successfully with Krebs and the City of Fairhope on past projects. The Krebs project team has the experience, engineering resources, and local presence necessary to provide Fairhope with the level of service it has come to expect. Please don't hesitate to contact me anytime by calling (205.335.7458) if you require further information or have any questions.

Sincerely yours,

Krebs Engineering, Inc.

By D. Robert Vaughan

D. Robert Vaughan, P.E.
Associate

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SECTION 2

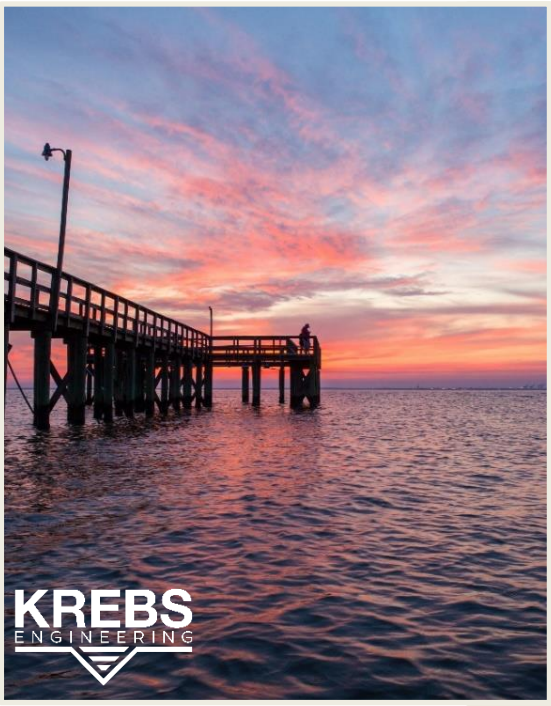
FIRM PROFILE

Krebs Engineering, Inc. is a 98-year-old regional consulting firm **specializing in municipal drinking water and wastewater** facilities. Our primary focus is the planning, design, and construction review for municipal water and wastewater systems.

WATER EXPERTISE

- PLANNING AND PERMITTING
- HYDRAULIC MODELING
- WATER MAIN DESIGN
- MASTER PLANNING
- DETAILED DESIGN
- FACILITY EVALUATION
- BOOSTER PUMP STATION EVALUATION
- COST ESTIMATING/LIFE CYCLE COSTS
- CONSTRUCTION ADMINISTRATION

36-Inch Water Main - Albertville, AL



Krebs Engineering, Inc.
(Corporate Headquarters)
2100 River Haven Drive, Suite 100
Birmingham, AL 35244 (205) 987-7411
Baldwin County Office
1040 Stanton Road, Building II, Suite A & B
Daphne, AL 36526 (251) 309-9124
Montgomery Office
312 Catoma Street, Suite 100
Montgomery, AL 36104 (334) 271-0986
Huntsville Office
7 Town Center Drive NW, Suite 303
Huntsville, AL 35806 (256) 258-8953
Newnan Office
15 LaGrange Street
Newnan, GA 30263 (470) 724-5050

KREBS OWNERSHIP AND CORPORATE STRUCTURE

Krebs is a 100% employee-owned firm and is organized as a C-Corporation.

Principle Contacts for Fairhope:

Rob Vaughan, P.E.
205-335-7458
rob.vaughan@krebseng.com
1040 Stanton Road, Building II, Suite A & B
Daphne, AL 36526

Caleb Leach, P.E.
205-616-6693
caleb.leach@krebseng.com
2100 River Haven Drive, Suite 100
Birmingham, AL 35244

SUB-CONSULTANTS

GeoCon Engineering & Materials Testing, Inc.: GeoCon will provide geotechnical engineering services for the Fairhope Avenue 24-inch Water Transmission Main project.

GeoCon Engineering & Materials Testing, Inc.

GeoCon is a leading provider of geotechnical engineering and testing services that prides itself on offering its clients cost-effective, reliable, and personalized solutions. With a team of skilled and experienced professionals, GeoCon utilizes the latest technologies and techniques to ensure its clients receive accurate and comprehensive data about their projects. From site investigations and material testing to geotechnical design and construction monitoring, GeoCon's services cover various geotechnical engineering needs. Whether working on large commercial projects or smaller residential developments, GeoCon is committed to providing high-quality services that meet each client's unique needs. We work hard to ensure projects are completed on time and within budget. Our office is in Robertsdale, Alabama. We have provided our services on many projects in the South Alabama area for almost ten years, and we utilize our local knowledge and experience to help provide quality geotechnical services.

Linder Surveying and Consultant, LLC: Linder Surveying will provide land surveying services for the Fairhope Avenue 24-inch Water Transmission Main project.

LINDER SURVEYING CONSULTANTS

Linder Surveying Consultants (LSC) is a land surveying firm with 15+ years of experience delivering quality surveys while meeting the project schedule. We strive to provide accurate surveys that are cost-effective and timely to keep projects on schedule. LSC takes pride in meeting our clients' needs, whether it be a small survey, a larger survey, or an emergency survey that requires our immediate attention.

SECTION 3

FIRM EXPERIENCE

KREBS' EXPERIENCE WITH SIMILAR WATER LINE PROJECTS IN THE LAST 10 YEARS

Krebs has almost 100 years of experience with the design and construction of water mains in Alabama, and the Krebs, Project Team has broad and recent experience with similar projects across Alabama. In the past 10 years, Krebs successfully completed the following water main projects:

- Eastern Reinforcement 17,800 LF 18" DIP – Alabaster Water Board
- Bessemer Supply Water Transmission Main, 10,900 LF of 24” DIP – Water Works Board of Alabaster
- Hillabee Transmission Main 18,300 LF 24" DIP - Water Works & Sewer Board of Anniston
- Hwy. 78 Transmission Mains 9,700 LF 24" & 20" DIP - Water Works & Sewer Board of Anniston
- Honda Manufacturing Transmission Main 49,300 LF 24” DIP - Water Works & Sewer Board of Anniston
- SEA Water Line, 12,800 LF 16” DIP – Water Works & Sewer Board of Anniston
- Eastern Transmission Main Extension 4,500 LF 20" DIP – Athens Utilities
- Halawakee Creek 14 Mile Water Transmission Main 79,700 LF 30" & 24" DIP – Opelika Utilities Board
- Southern Loop Water Transmission Main 47,100 LF 24" DIP – Opelika Utilities Board
- Meridianville Water Tank and Distribution Main, 3,300 LF 18” DIP – Madison County
- Huntsville Browns Ferry Rd. Transmission Main, 10,60 LF 24” DIP – Limestone County
- Fox Run Pkwy Water Transmission Main – Water Works Board of the City of Opelika
- Hall Subdivision WM Replacement – Water Works Board of the City of Opelika
- Opelika 2nd Ave Water Transmission Main – Water Works Board of the City of Opelika
- Pepperell Parkway Water Transmission Main Relocation - Water Works Board of the City of Opelika
- Old Mill Village Water Main Replacement - Water Works Board of the City of Opelika
- Ray Ward Area Water Main Replacement - Water Works Board of the City of Opelika
- Jamestown Road Water Transmission Main – Columbus Water Works
- Camp Darby Distribution System – Columbus Water Works
- Green Island Hills Water Transmission Main - Columbus Water Works
- Columbus - Small Distribution Main Replacement Ph II - Columbus Water Works
- Custer Road Water Transmission Main – Columbus Water Works
- Custer Terrace Water Transmission Main - Columbus Water Works
- Alabaster Hwy. 87 Utility Relocation – Alabaster Water Board
- Madison I-565 Water Main Crossing – Madison Utilities
- Tuscaloosa Water Main Replacements – City of Tuscaloosa
- UBT 2015 Water Main Looping – Utilities Board of the City of Tuskegee
- USA Tonsmiere Water Main – University of South Alabama
- Cullman County Harmony School Water Main – Cullman Co. Water Department
- Trussville Cast Iron Main Replacement, Phase II – Trussville Gas and Water
- GWWSB - Small Main Replacement - The Water Works & Sewer Board of the City of Gadsden
- Bell/Vaughn Water Main Replacement - The Water Works & Sewer Board of The City of Montgomery
- Marler Rd. Water Main Improvements - The Water Works & Sewer Board of The City of Montgomery
- Tommy Lee Cook Road WM Extension - Coweta County Water & Sewerage Authority

Krebs has completed approximately 1,350 water and wastewater projects in the last ten years.

Albertville Water Transmission Main
Client: Water Supply Board of the City of Albertville
Construction Cost: $3.2 Million

This project included 17,500 linear feet of 24" and 36" water transmission mains to meet peak water demands and fully utilize the capacity of existing storage tanks. Krebs provided the following:

Preliminary Engineering

- Water system modeling
- Environmental assessments for creek crossings
- Coordinated Surveying
- Coordinated Geotechnical Investigation
- Obtained county permit to work in ROW
- Obtained ALDOT permit for State ROW
- Assisted in obtaining necessary easements

Detailed Design

- Developed drawings and specifications
- Developed bid documents to meet the requirements of the funding sources

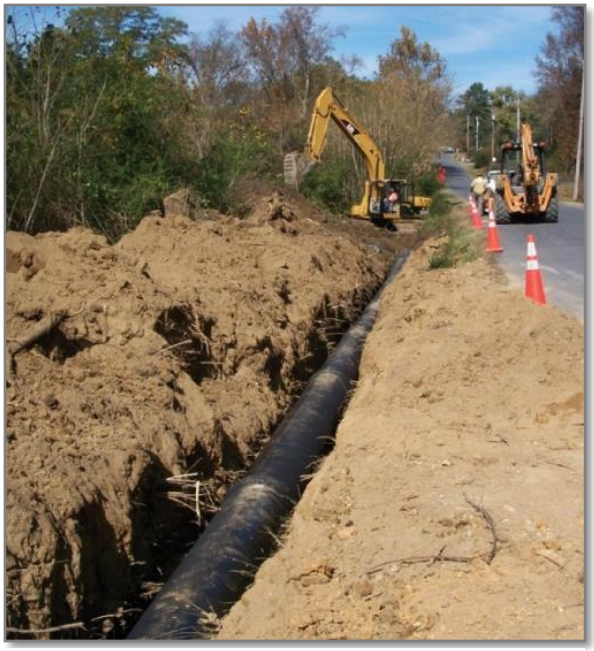
Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Engineering and Inspection

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Project closeout and record drawings

Installation in Neighborhood Street



Installation in ROW

Reference
Mr. Elden Cumley – General Manager
Municipal Utilities Board of Albertville
elden@mub-albertville.com
(256) 878-3761

Hall Avenue Water Main Replacement
Client: The Water Works Board of The City of Opelika
Construction Cost: $3.4 Million

This project included the replacement of 4,400 linear feet of 8-inch ductile iron water main, 3,400 linear feet of 6-inch ductile iron water main, and miscellaneous system connections and abandonments through utility-congested portions of historic downtown Opelika, Alabama and along ALDOT right-of-way. Krebs performed the following services:

Preliminary Engineering

- Coordinated Surveying
- Obtained ALDOT permit for bored roadway crossings and work in right-of-way

Detailed Design

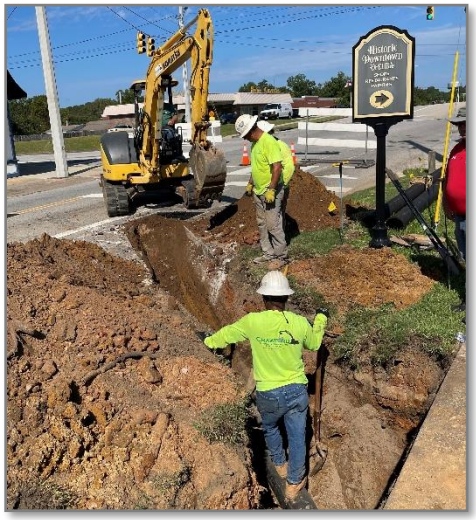
- Developed drawings and specifications
- Developed bid documents to meet the requirements of the funding sources

Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Engineering and Inspection

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Project closeout, record drawings, and ALDOT coordination/closeout.



Installation in ROW

12-Inch Ductile Iron Connection

Reference
Matthew M. McDougald, PE – General Manager
The Water Works Board of the City of Opelika
mmcdougald@owwb.com
(334) 705-5500

Pepperell Parkway Water Transmission Main Improvements
Client: The Water Works Board of The City of Opelika
Construction Cost: $1.3 Million (Utilized Federal Funds)

This project included the installation of 8,000 linear feet of 12-inch ductile iron water transmission main, 1,000 linear feet of 12-inch HDPE water transmission main (installed by horizontal directional drilling), an aerial crossing of the Norfolk Southern railroad, and associated connections and water main abandonments. The project was conducted around a congested regional hospital, East Alabama Medical Center. Work sequencing, connections, and outages were critical and were often completed at night. Krebs performed the following services:

Preliminary Engineering

- Coordinated surveying
- Coordinated geotechnical investigation (vacuum excavation)
- Secured EPA Special Appropriations Grant

Detailed Design

- Developed drawings and specifications
- Developed bid documents to meet the requirements of the funding sources

Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Engineering and Inspection

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Project closeout and record drawings

12-Inch WTM Aerial Railroad Crossing

12-Inch HDPE Directional Drill Installation

Reference

Matthew M McDougald, PE - General Manager
The Water Works Board of The City of Opelika
mmcdougald@owwb.com
(334) 705-5500

Fly Creek Water Transmission Main Replacement
Client: City of Fairhope
Construction Cost: $600,000

This project included replacement of 1,200 linear feet of 12-inch water main beneath Fly Creek, which was damaged and out of service. Due to critical nature of the work, Krebs expedited the project, engaged a surveyor that mobilized within three (3) days, and began permitting and engineering before receiving formal approval from the City. Krebs managed the entire process, including design, advertising, bidding, and overseeing construction. The project was successfully completed while the system was experiencing peak water demands, and the repairs/improvements restored system pressures.

Preliminary Engineering

- Hydraulic modeling
- Coordinated Surveying
- Coordinated with ALDOT
- Developed preliminary drawings and connection details to prevent water outages

Detailed Design

- Developed drawings and specifications
- Developed bid documents to meet the requirements of the funding sources

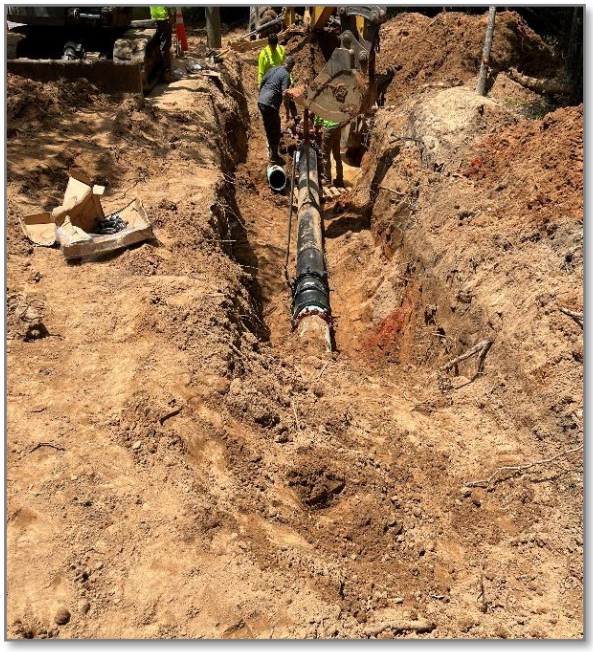
Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Engineering and Inspection

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Performed punch list and closeout documents

Fusible HDPE



Ductile Iron to PVC Tie-ins

Reference
Daryl Morefield
Water and Wastewater Superintendent
City of Fairhope
Daryl.morefield@fairhopeal.gov
(251) 928-8003

Meridianville 18" Water Transmission Main
Client: Madison County Water Department
Construction Cost: $650,000

The project included 3,300 linear feet of 18-inch ductile iron water main to create a hydraulic connection between a new 1.5-million-gallon elevated water storage tank and Madison County's distribution system. Madison County is experiencing rapid growth and this project was the first in a series of water system improvements that will be implemented over the next 5-10 years. Krebs developed a water system master plan and a hydraulic model Before design began, and as part of the County's master planning process, Krebs conducted a hydraulic analysis to determine the appropriate sizes for both the water main and the tank. During the design phase, Krebs coordinated with Madison County schools, the Meridianville Fire Department, and the Madison County Highway Department to finalize the installation location and requirements. The project was bid in October 2024, with construction scheduled to begin in December 2024.

Preliminary Engineering

- Developed master plan for water system.
- Developed a hydraulic model to evaluate current and future water demands.
- Evaluated multiple main water alignments to prevent conflicts with existing utilities.
- Coordinated surveying
- Coordinated with local stakeholders, including county school system, fire department, and highway department.

Detailed Design

- Worked with staff to evaluate and select pipeline alignment.
- Evaluated costs with pipeline contractors
- Developed drawings and specifications.
- Developed bid documents to meet the requirements of federal funding sources
- Coordinated with various county agencies
- Develop permit applications and coordinate with permitting agencies

Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Review and Inspection

Krebs will provide the following services during the construction period:

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Performed punch list and closeout documents

Summary of Bids Received 18-Inch Diameter Meridianville WTM Madison County, Alabama	
Hereford Construction	$646,000
Lambert, Inc.	$724,000
Vulcan Materials Asphalt & Construction	$751,000
CD Roberts Contracting	$753,000
Grayson, Carter & Sons	$755,000
Lambert Contracting	$936,000
Norris Brothers	$1,139,000

Reference
Chuck Faulkner, P.E.
County Engineer/Water Department Manager
Madison County
cfaulkner@madisoncountyal.gov
(256) 746-2900

SECTION 4

PROXIMITY AND FAMILIARITY

The Krebs Project Team has a unique combination of experience, familiarity with Fairhope, and local presence, to include:

- **Local Office and Proximity to Fairhope:** Krebs has a local office approximately 10 minutes from the project site. Rob Vaughan manages the local office, and the rest of the project team is located in Birmingham and routinely (weekly) works from the Daphen office to support local projects.

- **Familiarity with the City of Fairhope Mayor, Council, and Staff:** Krebs spent the last four years working with Fairhope staff (water, wastewater, and other departments) and elected officials. This has enabled Krebs to develop a detailed understanding of the existing water and sewer infrastructure, city departments/operations, as well as the issues and challenges that Fairhope is facing. Krebs worked with Fairhope to develop a master plan for water system improvements to address current issues while meeting projected future water demands associated with growth. Krebs is working with Fairhope water and wastewater staff constantly (often daily), and we understand the importance of cross-departmental coordination. Krebs will continue to work with each department to ensure this project's success as it might relate to sewer, gas, electric, or public works.

- **Our Past and Current Projects Together:** Krebs successfully completed numerous projects for Fairhope, and is also involved in on-going projects, including:

    - Water Chemistry Evaluation in the Water Distribution System
    - WTP No. 3 Expansion
    - Water System Consumer Confidence Reports
    - Well No. 11 Development
    - Updating and Calibrating the Water System Hydraulic Model
    - Water System Master Planning
    - Evaluation/Development of Test Wells
    - WTP No. 1 Expansion
    - Well Nos. 13 and 14 Development
    - Wastewater Treatment Plant Headworks Improvements
    - Wastewater Treatment Plant Master Plan
    - Wastewater Collection System Planning

SECTION 5

PROJECT TEAM

KREBS PROJECT TEAM: The Krebs project team consists of water and wastewater engineers, technicians, and design professionals with over 80 years of combined experience in the design and construction of water distribution facilities. Below are key personnel from Krebs working on the project.

ROB VAUGHAN, P.E.
PROJECT MANAGER

25 Years Experience
Coordination with City
Project Management
Design Team Scheduling and Coordination

CALEB LEACH, P.E.
SR. TECHNICAL ADVISOR

18 Years Experience
Client Management
Master Planning
Lead Designer

JASON DEARING, P.E.
QA/QC MANAGER

29 Years Experience
QA/QC
Constructability Analysis
Engineering Design Support

AUSTIN MAYNARD, P.E.
PROJECT ENGINEER

6 Years Experience
Hydraulic Modeling/Engineering Analysis
Detailed Design
Contract Documents

PARKER FOUSHEE
ENGINEER

2 Years Experience
Detailed Design
Contract Documents
Construction Review Coordination

SUBCONSULTANTS

David R. McKee, P.E. (GeoCon Engineering & Materials Testing) – Geotechnical Engineering
Jason M. Linder, PLS (Linder Surveying Consultants, LLC) – Land Surveying

Resumes for key personnel are provided on the following pages.

REGISTRATIONS
Alabama

EDUCATION
BS, Civil Engineering
University of Alabama at Birmingham

AFFILIATIONS
American Water Works Association

American Society of Civil Engineers

ROB VAUGHAN, PE

ASSOCIATE

Associate responsible for engineering study, design, and construction review for virtually all aspects of water and wastewater infrastructure, including raw water intakes, water and wastewater treatment facilities, water and wastewater pumping stations, water transmission mains and elevated tanks, water storage reservoirs, water distribution systems, interceptor sewers and collection systems, and rehabilitation of existing sanitary sewer systems. Selected projects are listed below:

APPLICABLE PROJECT EXPERIENCE

- Water System Expansion Study – Fairhope, AL
- Water Treatment Plant No. 3 Expansion – Fairhope, AL
- Water Treatment Plant No. 1 Expansion – Fairhope, AL
- Development of Production Wells at WTP1 and WPT3 – Fairhope, AL
- Fairhope Water System Test Well Project – Fairhope, AL
- Fly Creek Water 12” Water Main Crossing Replacement – Fairhope, AL
- Douglas Tank Well Development - Daphne, AL
- SEA Water Transmission Mains – Anniston, AL
- SEA 3,000,000 Gallon Elevated Water Storage Tank – Anniston, AL

REGISTRATIONS
Alabama
Georgia

EDUCATION
BS, Civil Engineering
University of Alabama

AFFILIATIONS
American Water Works Association

CALEB LEACH, PE

ASSOCIATE

Associate responsible for the project management, design, and construction review services of the following types of projects: wastewater treatment plant process design, water treatment plant process design, water storage tanks, water distribution system hydraulic evaluation and distribution models, sanitary sewer system hydraulic evaluation, water transmission mains, sanitary sewers, pumping stations for both sanitary sewer and potable water, and master planning.

APPLICABLE PROJECT EXPERIENCE

- Water System Expansion Study – Fairhope, AL
- Water System Hydraulic Modeling and Master Planning – Fairhope, AL
- Water Treatment Plant No. 3 Expansion – Fairhope, AL
- Water Treatment Plant No. 1 Expansion – Fairhope, AL
- Development of Production Wells at WTP1 and WPT3 – Fairhope, AL
- Fairhope Water System Test Well Project – Fairhope, AL
- Fly Creek Water 12” Water Main Crossing Replacement – Fairhope, AL
- Douglas Tank Well Development - Daphne, AL

JASON DEARING, PE

SENIOR ASSOCIATE

REGISTRATIONS
Alabama
Georgia

EDUCATION
BS, Civil Engineering
Auburn University

AFFILIATIONS
American Society of Civil Engineers

American Water Works Association

Water Environment Federation

Senior Associate responsible for engineering study, design, and construction review for virtually all aspects of water and wastewater infrastructure, including raw water intakes, water and wastewater treatment facilities, water and wastewater pumping stations, water transmission mains, water storage reservoirs, water distribution systems, interceptor sewers, and collection systems; and rehabilitation of existing sanitary sewer systems. Selected projects are listed below:

APPLICABLE PROJECT EXPERIENCE

- Fort Moore Camp Darby Water Well, WTP and SCADA - Columbus, GA
- Fort Moore Harmony Church Water Transmission Main - Columbus, GA
- 50,000 LF 24-inch Southern Loop Water Transmission Main, Opelika, AL
- 18,000 LF 36 & 24-inch Andrews Rd. Water Transmission Main, Opelika, AL
- 12,000 LF 24-inch Water Transmission Pipeline, Alabaster, Alabama
- 60,000 LF 12-inch Southern Loop Water Transmission Main, Alabaster, AL
- 21,000 LF 16-inch Sand Hill Water Transmission Pipeline, Columbus, GA
- Select Hydraulic Network Modeling
- Opelika, Alabama Water Works System
- Haralson County, Georgia Water Distribution System
- Columbus, Georgia Water Distribution System

AUSTIN MAYNARD, PE

PROJECT ENGINEER

REGISTRATIONS
Alabama

EDUCATION
BS, Civil Engineering
University of Alabama at Birmingham

AFFILIATIONS
American Water Works Association

Project Engineer for engineering study, design, and construction review of the following types of projects: wastewater treatment plant process design, water treatment plant process design, water storage tanks, water distribution system hydraulic evaluation and distribution models, sanitary sewer system hydraulic evaluation, and water transmission mains and sanitary sewers.

APPLICABLE PROJECT EXPERIENCE

- Water Treatment Plant No. 3 Expansion – Fairhope, AL
- Water System Expansion Study – Fairhope, AL
- Well No. 11 Development – Fairhope, AL
- Water Treatment Plant No. 1 Improvements – Fairhope, AL
- Griffin Water Storage Tank and Transmission Main – Madison, AL
- Quarry Water Treatment Plant Expansion – Madison, AL
- SEA Water Transmission Mains – Anniston, AL
- SEA 3,000,000 Gallon Elevated Water Storage Tank – Anniston, AL

EDUCATION
Bachelor of Civil Engineering
University of Alabama

PARKER FOUSHEE

ENGINEER

Engineer responsible for the completion of field surveying, water system flow and pressure testing, preparation of drawings and specifications, and construction review activities for various water, sanitary sewer, storm sewer, and site development projects. Selected projects are listed below:

APPLICABLE PROJECT EXPERIENCE

- Fairhope WTP #1 Expansion – Fairhope, AL
- Fairhope WWTP Headworks Improvements – Fairhope, AL
- Fly Creek 16” HDPE Water Main Replacement – Fairhope, AL
- Fairhope Water System Test Well Project – Fairhope, AL
- Eagle Mountain Booster Pump Station – Guntersville Water Board
- Snake Creek WTP Filter Rehabilitation – Carroll County Water Authority
- New 12” Water Transmission Main – Anniston, AL

REGISTRATIONS
Alabama
Florida
Louisiana
Mississippi
Georgia

EDUCATION
BS, Geological Engineering
University of Mississippi

DAVID R. MCKEE, PE

SENIOR GEOTECHNICAL ENGINEER – GEOCON ENGINEERING & MATERIALS TESTING

Mr. David R. McKee, P.E. is the Senior Geotechnical Engineer. Mr. McKee is a graduate of the University of Mississippi with a geological engineering degree. Mr. McKee has about 23 years' of experience in geotechnical enginering and field testing.

APPLICABLE PROJECT EXPERIENCE

- Water Treatment Plant No. 3 Expansion – Fairhope, AL
- Hysco America – Greeneville, AL
- SR-3 over CSX Railroad (ALDOT) – Montgomery, AL
- One-million-gallon elevated water tank – Wetumpka, AL
- Railroad Resources Storage Tanks – Bay Minette, AL
- Columbus Riverfront Slope Failure – Columbus, GA
- CoastAL Development – Orange Beach, AL
- Legendary Marine – Gulf Shores, AL
- U.S. Highway 98 Improvements (ALDOT) – Daphne, AL
- Biltmore Bridge – Loxley, AL

REGISTRATIONS
Professional Land Surveyor (PLS):
Alabama

EDUCATION
BS, Surveying and Geomatics Sciences
Troy University

JASON M. LINDER, PLS

LINDER SURVEYING CONSULTANTS, LLC

Mr. Jason Linder, PLS is the President of Linder Surveying Consultants. Mr. Linder is a graduate of Troy University with a degree in Surveying and Geomatic Sciences. Jason's team has over 25 years of combined experience in surveying.

APPLICABLE PROJECT EXPERIENCE

- Fly Creek Water Main Replacement - Fairhope, AL
- Topographic Survey for College of Medicine - University of South Alabama
- Sanitary Sewer Improvements Project - University of South Alabama
- Parkwood Drive Drainage Improvements – Foley, AL
- Topographic Survey for Central Utilities Plant - University of South Alabama

SECTION 6

PROJECT UNDERSTANDING AND APPROACH

The **Krebs Project Approach** utilizes our expertise in the City's water distribution system to deliver a superior design process that aligns with the City's overall project goals. We are committed to proactively addressing current and future infrastructure needs. Krebs recognizes the significance of this project in relation to existing and future water demands. Therefore, the project will achieve the following goals:

- Provide hydraulic support for the WTP No. 1 and Nichols Tanks.
- Begin to fully interconnect the City's largest 3 WTPs (WTP No. 1, WTP No. 2, and WTP No. 3).
- Allow the City to place the Rock Creek BPS back into service to improve water pressure in the Rock Creek Subdivision.

As the design progresses, Krebs will utilize the City's hydraulic model, which we developed and calibrated, to validate our previous recommendations and assess any new developments that may impact the design.

Additionally, Krebs will leverage our relationships with our sub-consultants and permitting stakeholders to expedite the design and permitting processes.

The Krebs Approach is outlined below.

Permitting

- Identify stakeholders which are currently:
  - ADEM – ADEM Water System Construction Permit
  - ALDOT – Highway 181 Crossing
  - Baldwin County – CR-13 Crossing
  - City of Fairhope – Fairhope Avenue ROW
  - USCOE (if needed – planning to directional drill all creek crossings)
- If given the opportunity to design this project and the CR-13 WTM Improvements (under separate RFQ) Krebs will combine the permitting to expedite and streamline the permitting

Schematic Design

- Meet with City staff to walk the project and develop the preliminary route
- Identify any required easements
- Develop survey parameters and authorize surveying to begin
- Develop geotechnical soil boring locations and authorize borings to begin
- Develop basis of design report to submit to ADEM for the Construction Permit
- Develop preliminary cost estimate
- Coordinate with the Highway 181/CR-13 water main project as necessary. If given the opportunity, Krebs will work these projects simultaneously to expedite both projects.
- Meet with all City Departments to review the impact of the water main route in regards to sewer, power, gas, electric, and public works
- Perform and internal QA/QC review which will be conducted at each phase of the project

Design Development

- Develop detailed plan and profile drawings of the desired route
- Finalize permit drawings and applications to be submitted to each stakeholder
- Provide any necessary easement drawings to the City for negotiating with the property owners
- Develop technical specifications
- Update cost estimate and assist the City in a budget analysis
- Meet with the all the City departments to review the impacts of our route

Construction Documents

- Finalize bid ready drawings to include plan/profile drawings and details meeting the City's standards
- Obtain all necessary permits
- Develop proposal form to include alternatives based on the budget analysis
- Develop Contract Documents that adhere to the City's requirements

Bid Period Phase

- Coordinate the advertisement with the City
- Advertise the project on behalf of the City
- Notify contractors of the project to assist in developing competition
- Conduct a pre-bid meeting
- Answer any questions that arise during the bid period and issue addenda as required
- Open construction bids on behalf of the City
- Evaluate construction bids
- Provide the City with an award recommendation letter and certified bid tabulation
- Assemble construction contracts for execution between the City and the Contract

Construction Engineering and Inspection

- Issue Construction Documents to the City and the Contractor
- Provide site visits as required to ensure the work is proceeding per the Contract Documents
- Review all RFI's, submittals, payment applications, and change orders
- Conduct monthly progress meetings
- Develop a punch list once the project is substantially complete
- Provide closeout documents
- Provide record drawings to include GIS database files to update the City's GIS map

The Krebs project approach is designed to enhance efficiency for the City's staff, enabling them to concentrate on the diverse infrastructure needs within the City.

SECTION 7

REFERENCES

Honorable Ronnie Marks
Mayor
Athens Utilities
1806 Wilkinson Street
Athens, AL 35611
rmarks@athensal.us
(256) 233-8730

Krebs has worked with the City of Athens since the 1950s providing a broad range of water and wastewater engineering services. Our work includes master planning, water distribution system modeling, sanitary sewer collection system modeling, and design of water distribution, sanitary sewer collection, pump stations, lift stations and water/wastewater treatment.

Elden Chumley
General Manager
Albertville Municipal Utilities Board
210 West Main Street
Albertville, AL 35950
elden@mub-albertville.com
(256) 878-3761

Krebs has worked with Albertville since 1954 providing a broad range of water and wastewater engineering services. Our work includes master planning for water and wastewater systems, multiple projects at the drinking water and wastewater treatment plants, and other pipeline, pump station and storage tank projects.

Laura Koon, P.E.
General Manager
Alabaster Water Board
200 Kent Stone Blvd.
Alabaster, AL 35007
lkoon@alabasterwater.com
(205) 663-6155

Krebs has worked with Alabaster since 1955 providing a broad range of water engineering and planning services. Our work includes master planning for the water system, multiple projects at the drinking water treatment plants, and other pipeline, pump station and storage tank projects.

Matt McDouglad, P.E.
General Manager
Opelika Water Board
4055 Water Street
Opelika, AL 36801
mmcdougald@owwb.com
(334) 705-5500

Krebs has worked with Opelika since 1926 providing a broad range of water engineering services. Our work includes master planning for the water system, multiple projects at the drinking water treatment plants, and other pipeline, pump station and storage tank projects.

Emory DeBord
General Manager
Madison Utilities
101 Ray Sanderson Drive
Madison, AL 35758
edebord@madisonutilities.org
(256) 461-0844

Krebs has worked with Madison Utilities since 2005 providing a broad range of water and wastewater engineering services. Our work includes master planning for water, water modeling and water system improvements, storage tank projects, wastewater treatment plant design, and water treatment plant design. stations.

Chuck Faulkner, P.E.
County Engineer/Water Dept. Manager
Madison County, Alabama
246 Shields Road
Huntsville, AL 35811
cfaulkner@madisoncountyal.gov
(256) 746-2900

Krebs has worked with Madison County since 2021 providing a broad range of water planning and engineering services. Our work includes master planning for their water and wastewater systems, and engineering design for virtually all of their treatment facilities, wastewater collection system, pumping stations, water distribution and storage.

SECTION 8

EQUAL OPPORTUNITY AND OTHER INFORMATION

EQUAL OPPORTUNITY

If awarded the project, Krebs will divide the project into smaller tasks and solicit qualified Minority and/or Women Businesses. Krebs has used the following MBE/WBE sub-consultants on past successful projects:

- MBA Engineers (MBE firm - Structural Design)
- Studio 2H Design (MBE/WBE firm – Architectural Design)
- Benz Law Group, LLC – (WBE – Environmental Issues)

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

D. Robert Vaughan

Signature of Contractor's Authorized Official

D. Robert Vaughan, P.E. Associate

Name and Title of Contractor's Authorized Official

October 24, 2024

Date

PREPARED BY

Krebs Engineering, Inc.

October 24, 2024

KREBS ENGINEERING
1040 Stanton Road
Building II, Suite A & B
Daphne, AL 36526
www.krebseng.com

"Sealed Proposal"

RFQ No. PS25-002

Professional Engineering Services

Installation of a 24" water line from WTP #2 to CR13 Along Fairhope Avenue

Submitted by:

Krebs Engineering, Inc.

1040 Stanton Road

Daphne, Alabama 35626

Attn: Purchasing Department

of the City of Fairhope

555 South Section Street

Fairhope, Alabama 36532

Erin Wolfe, Purchasing Manager

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-790

FROM:	Daryl Morefield, WATER SUPERINTENDENT
SUBJECT:	The Superintendent of Water/Wastewater is requesting to find a qualified firm to provide professional engineering services for the installation of a 16" Water Main from WTP #2 to State Highway 181.
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

To approve the selection of an engineering firm by the evaluation team for professional engineering services for the installation of a 16" Water Main from WTP #2 to State Highway 181 and authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council.

BACKGROUND INFORMATION:

A Request for Qualifications was issued on October 11, 2024, posted to the City of Fairhope's website, and advertised in Gulf Coast Media for three (3) weeks. Five (5) responsive proposals were received at the bid opening on October 25, 2024 at 10:00 a.m.

The proposals were evaluated by five (5) City of Fairhope staff (see attached Evaluation Score Sheet). The recommendation by the Superintendent of Water/Wastewater and the evaluation team is to hire Krebs Engineering for this project.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
004010-59500	Sys Imprv - Distribution Sys	$TBD	$TBD	$TBD

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council approves the selection by the Evaluation Team for Professional Engineering Services for (RFQ PS25-003) for the Installation of a 16" Water Main from WTP #2 to State Highway 181 to Krebs Engineering; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 21ST DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE EVALUATION
RFQ PS25-003

NAME: Request for Qualifications
Professional Engineering Services for Installation of a 16" Water Main from WTP #2 to State Highway 181

Opened: October 25, 2024 at 10:00 A.M.

Baskerville-Donovan, Inc.

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	20	22	21	20	20
Criteria 2: Experience of Proposed Key Personnel	0-25	20	22	20	20	20
Criteria 3: Resources and Availability	0-20	17	16	15	15	18
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	6	8	8	8	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	16	16	18	18	19
Total Score:		79	84	82	81	85
Average Score:						82

Goodwyn Mills Cawood (GMC)

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	20	18	21	20	22
Criteria 2: Experience of Proposed Key Personnel	0-25	20	20	21	20	20
Criteria 3: Resources and Availability	0-20	17	12	18	17	17
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	6	7	8	8	7
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	18	14	17	18	18
Total Score:		81	71	85	83	84
Average Score:						81

Krebs Engineering

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	23	23	24	22	23
Criteria 2: Experience of Proposed Key Personnel	0-25	22	23	24	22	23
Criteria 3: Resources and Availability	0-20	17	16	18	19	18
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	8	8	9	9	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	18	18	20	20	19
Total Score:		88	88	95	92	91
Average Score:						91

Michael Baker International

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	16	20	20	20	20
Criteria 2: Experience of Proposed Key Personnel	0-25	17	20	20	19	20
Criteria 3: Resources and Availability	0-20	15	18	16	17	15
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	5	7	7	7	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	12	15	15	15	15
Total Score:		65	80	78	78	78
Average Score:						76

Overstreet & Associates Consulting Engineers

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	18	14	20	20	18
Criteria 2: Experience of Proposed Key Personnel	0-25	20	14	21	20	20
Criteria 3: Resources and Availability	0-20	19	12	17	18	19
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	6	5	7	7	6
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	19	12	17	17	19
Total Score:		82	57	82	82	82
Average Score:						77

Volkert, Inc.

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	21	20	23	20	22
Criteria 2: Experience of Proposed Key Personnel	0-25	20	20	23	20	22
Criteria 3: Resources and Availability	0-20	17	18	18	18	17
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	7	7	9	8	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	18	15	19	18	18
Total Score:		83	80	92	84	87
Average Score:						85

Recommendation:

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

Signature
Daryl Morefield, Water/Wastewater Superintendent

Signature
Erin Wolfe, Purchasing Manager

STATEMENT OF

QUALIFICATIONS

SUBMITTED FOR

RFQ PS25-003 Installation of a 16” Water Main from WTP #2 to State Highway 181

SUBMITTED TO

City of Fairhope

PREPARED BY

Krebs Engineering, Inc.

October 25, 2024

KREBS ENGINEERING
1040 Stanton Road
Building II, Suite A & B
Daphne, AL 36526
www.krebseng.com

October 25, 2024

Honorable Mayor Sherry Sullivan
City of Fairhope
555 South Section Street
Fairhope, Alabama 36532

Re: Statement of Qualifications to Provide Engineering Services for
RFQ PS25-003 – Installation of a 16-inch Water Main from WTP #2 to State Highway 181

Dear Mayor Sullivan:

Krebs Engineering, Inc. (Krebs) is excited to submit our Statement of Qualifications (SOQ) for the above-referenced project. The **Krebs project team** is **uniquely** qualified for this project for the following reasons:

- **Familiarity with Fairhope Water System:** Krebs worked closely with Fairhope to identify the improvements needed to plan for existing demands and future growth along the Highway 181 corridor. Our familiarity with Fairhope staff will enable us to work efficiently with all city departments and expedite the design schedule.
- **Unique Project Approach:** Our approach utilizes our knowledge of the Fairhope Water System, and its future needs to develop a flexible scope of work and bid items/pricing that will enable the City to include additional improvements if the budget allows. Additionally, if selected to design both WTM projects, Krebs will combine the permitting to simplify and expedite the design schedule.
- **Unparalleled Resources and Experience:** The Krebs project team has 80 years of experience with water mains and includes four (4) engineers already familiar with this project and the Fairhope Water System. Krebs has almost 100 years of experience with water transmission mains in the State of Alabama.
- **Responsiveness and Local Office:** Our office is 10 minutes from the project site. Our proven responsiveness will alleviate worry and distractions while enabling Fairhope staff to focus their attention where it's needed most.

GeoCon Engineering & Materials Testing, Inc. will provide the geotechnical investigation, and Linder Surveying, LLC will provide the survey. Both firms have worked successfully with Krebs and the City of Fairhope on past projects. The Krebs project team has the experience, engineering resources, and local presence necessary to provide Fairhope with the level of service it has come to expect. Please don't hesitate to contact me anytime by calling (205.335.7458) if you require further information or have any questions.

Sincerely yours,

Krebs Engineering, Inc.

By D. Robert Vaughan

D. Robert Vaughan, P.E.
Associate

Section 2 – Firm Profile

Section 3 – Firm Experience

Section 4 – Firm Proximity to and Familiarity with the City of Fairhope

Section 5 – Project Team

Section 6- Project Understanding and Approach

Section 7 - References

Section 8 - Equal Opportunity and Other Information

SECTION 2

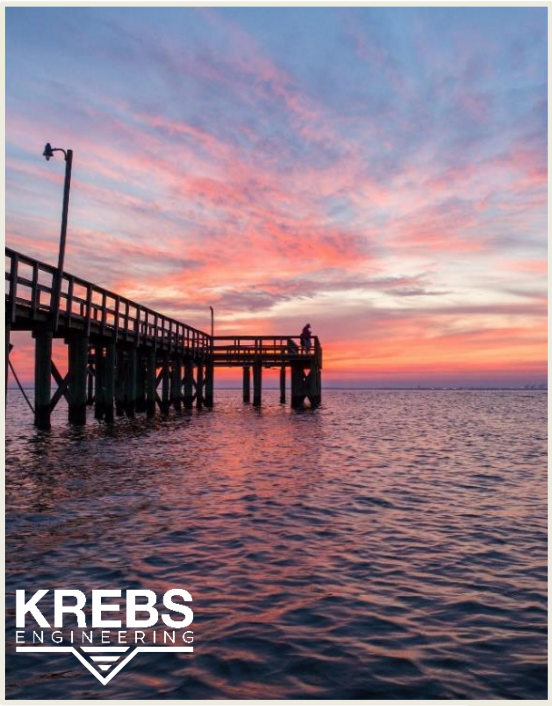
FIRM PROFILE

Krebs Engineering, Inc. is a 98-year-old regional consulting firm **specializing in municipal drinking water and wastewater** facilities. Our primary focus is the planning, design, and construction review for municipal water and wastewater systems.

WATER EXPERTISE

- PLANNING AND PERMITTING
- HYDRAULIC MODELING
- WATER MAIN DESIGN
- MASTER PLANNING
- DETAILED DESIGN
- FACILITY EVALUATION
- BOOSTER PUMP STATION EVALUATION
- COST ESTIMATING/LIFE CYCLE COSTS
- CONSTRUCTION ADMINISTRATION

36-Inch Water Main - Albertville, AL



Krebs Engineering, Inc.
(Corporate Headquarters)
2100 River Haven Drive, Suite 100
Birmingham, AL 35244 (205) 987-7411
Baldwin County Office
1040 Stanton Road, Building II, Suite A & B
Daphne, AL 36526 (251) 309-9124
Montgomery Office
312 Catoma Street, Suite 100
Montgomery, AL 36104 (334) 271-0986
Huntsville Office
7 Town Center Drive NW, Suite 303
Huntsville, AL 35806 (256) 258-8953
Newnan Office
15 LaGrange Street
Newnan, GA 30263 (470) 724-5050

KREBS OWNERSHIP AND CORPORATE STRUCTURE

Krebs is a 100% employee-owned firm and is organized as a C-Corporation.

Principle Contacts for Fairhope:

Rob Vaughan, P.E.
205-335-7458
rob.vaughan@krebseng.com
1040 Stanton Road, Building II, Suite A & B
Daphne, AL 36526

Caleb Leach, P.E.
205-616-6693
caleb.leach@krebseng.com
2100 River Haven Drive, Suite 100
Birmingham, AL 35244

SUB-CONSULTANTS

GeoCon Engineering & Materials Testing, Inc.: GeoCon will provide geotechnical engineering services for the Highway 181/CR-13 16-inch Water Transmission Main project.

GeoCon Engineering & Materials Testing, Inc.

GeoCon is a leading provider of geotechnical engineering and testing services that prides itself on offering its clients cost-effective, reliable, and personalized solutions. With a team of skilled and experienced professionals, GeoCon utilizes the latest technologies and techniques to ensure its clients receive accurate and comprehensive data about their projects. From site investigations and material testing to geotechnical design and construction monitoring, GeoCon's services cover various geotechnical engineering needs. Whether working on large commercial projects or smaller residential developments, GeoCon is committed to providing high-quality services that meet each client's unique needs. We work hard to ensure projects are completed on time and within budget. Our office is in Robertsdale, Alabama. We have provided our services on many projects in the South Alabama area for almost ten years, and we utilize our local knowledge and experience to help provide quality geotechnical services.

Linder Surveying and Consultant, LLC: Linder Surveying will provide land surveying services for the Highway 181/CR-13 16-inch Water Transmission Main project.

LINDER SURVEYING CONSULTANTS

Linder Surveying Consultants (LSC) is a land surveying firm with 15+ years of experience delivering quality surveys while meeting the project schedule. We strive to provide accurate surveys that are cost-effective and timely to keep projects on schedule. LSC takes pride in meeting our clients' needs, whether it be a small survey, a larger survey, or an emergency survey that requires our immediate attention.

SECTION 3

FIRM EXPERIENCE

KREBS' EXPERIENCE WITH SIMILAR WATER LINE PROJECTS IN THE LAST 10 YEARS

Krebs has almost 100 years of experience with the design and construction of water mains in Alabama, and the Krebs, Project Team has broad and recent experience with similar projects across Alabama. In the past 10 years, Krebs successfully completed the following water main projects:

- Eastern Reinforcement 17,800 LF 18" DIP – Alabaster Water Board
- Bessemer Supply Water Transmission Main, 10,900 LF of 24” DIP – Water Works Board of Alabaster
- Hillabee Transmission Main 18,300 LF 24" DIP - Water Works & Sewer Board of Anniston
- Hwy. 78 Transmission Mains 9,700 LF 24" & 20" DIP - Water Works & Sewer Board of Anniston
- Honda Manufacturing Transmission Main 49,300 LF 24” DIP - Water Works & Sewer Board of Anniston
- SEA Water Line, 12,800 LF 16” DIP – Water Works & Sewer Board of Anniston
- Eastern Transmission Main Extension 4,500 LF 20" DIP – Athens Utilities
- Halawakee Creek 14 Mile Water Transmission Main 79,700 LF 30" & 24" DIP – Opelika Utilities Board
- Southern Loop Water Transmission Main 47,100 LF 24" DIP – Opelika Utilities Board
- Meridianville Water Tank and Distribution Main, 3,300 LF 18” DIP – Madison County
- Huntsville Browns Ferry Rd. Transmission Main, 10,60 LF 24” DIP – Limestone County
- Fox Run Pkwy Water Transmission Main – Water Works Board of the City of Opelika
- Hall Subdivision WM Replacement – Water Works Board of the City of Opelika
- Opelika 2nd Ave Water Transmission Main – Water Works Board of the City of Opelika
- Pepperell Parkway Water Transmission Main Relocation - Water Works Board of the City of Opelika
- Old Mill Village Water Main Replacement - Water Works Board of the City of Opelika
- Ray Ward Area Water Main Replacement - Water Works Board of the City of Opelika
- Jamestown Road Water Transmission Main – Columbus Water Works
- Camp Darby Distribution System – Columbus Water Works
- Green Island Hills Water Transmission Main - Columbus Water Works
- Columbus - Small Distribution Main Replacement Ph II - Columbus Water Works
- Custer Road Water Transmission Main – Columbus Water Works
- Custer Terrace Water Transmission Main - Columbus Water Works
- Alabaster Hwy. 87 Utility Relocation – Alabaster Water Board
- Madison I-565 Water Main Crossing – Madison Utilities
- Tuscaloosa Water Main Replacements – City of Tuscaloosa
- UBT 2015 Water Main Looping – Utilities Board of the City of Tuskegee
- USA Tonsmiere Water Main – University of South Alabama
- Cullman County Harmony School Water Main – Cullman Co. Water Department
- Trussville Cast Iron Main Replacement, Phase II – Trussville Gas and Water
- GWWSB - Small Main Replacement - The Water Works & Sewer Board of the City of Gadsden
- Bell/Vaughn Water Main Replacement - The Water Works & Sewer Board of The City of Montgomery
- Marler Rd. Water Main Improvements - The Water Works & Sewer Board of The City of Montgomery
- Tommy Lee Cook Road WM Extension - Coweta County Water & Sewerage Authority

Krebs has completed approximately 1,350 water and wastewater projects in the last ten years.

Albertville Water Transmisson Main
Client: Water Supply Board of the City of Albertville
Construction Cost: $3.2 Million

This project included 17,500 linear feet of 24" and 36" water transmission mains to meet peak water demands and fully utilize the capacity of existing storage tanks. Krebs provided the following:

Preliminary Engineering

- Water system modeling
- Environmental assessments for creek crossings
- Coordinated Surveying
- Coordinated Geotechnical Investigation
- Obtained county permit to work in ROW
- Obtained ALDOT permit for State ROW
- Assisted in obtaining necessary easements

Detailed Design

- Developed drawings and specifications
- Developed bid documents to meet the requirements of the funding sources

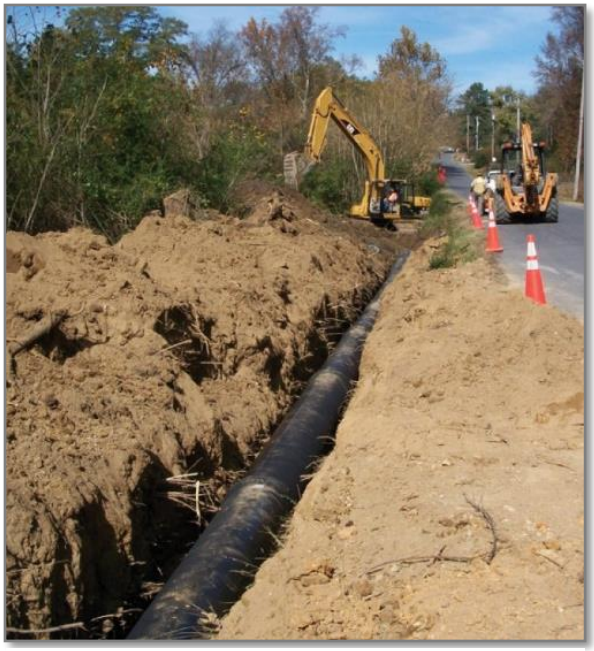
Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Engineering and Inspection

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Project closeout and record drawings

Installation in Neighborhood Street



Installation in ROW

Reference
Mr. Elden Cumley – General Manager
Municipal Utilities Board of Albertville
elden@mub-albertville.com
(256) 878-3761

Hall Avenue Water Main Replacement
Client: The Water Works Board of The City of Opelika
Construction Cost: $3.4 Million

This project included the replacement of 4,400 linear feet of 8-inch ductile iron water main, 3,400 linear feet of 6-inch ductile iron water main, and miscellaneous system connections and abandonments through utility-congested portions of historic downtown Opelika, Alabama and along ALDOT right-of-way. Krebs performed the following services:

Preliminary Engineering

- Coordinated Surveying
- Obtained ALDOT permit for bored roadway crossings and work in right-of-way

Detailed Design

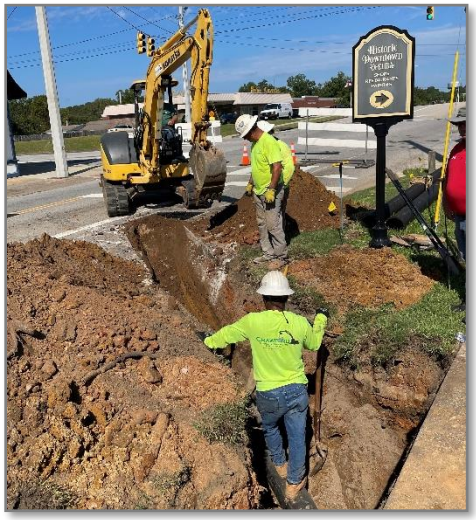
- Developed drawings and specifications
- Developed bid documents to meet the requirements of the funding sources

Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Engineering and Inspection

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Project closeout, record drawings, and ALDOT coordination/closeout.



Installation in ROW

12-Inch Ductile Iron Connection

Reference
Matthew M. McDougald, PE – General Manager
The Water Works Board of the City of Opelika
mmcdougald@owwb.com
(334) 705-5500

Pepperell Parkway Water Transmission Main Improvements
Client: The Water Works Board of The City of Opelika
Construction Cost: $1.3 Million (Utilized Federal Funds)

This project included the installation of 8,000 linear feet of 12-inch ductile iron water transmission main, 1,000 linear feet of 12-inch HDPE water transmission main (installed by horizontal directional drilling), an aerial crossing of the Norfolk Southern railroad, and associated connections and water main abandonments. The project was conducted around a congested regional hospital, East Alabama Medical Center. Work sequencing, connections, and outages were critical and were often completed at night. Krebs performed the following services:

Preliminary Engineering

- Coordinated surveying
- Coordinated geotechnical investigation (vacuum excavation)
- Secured EPA Special Appropriations Grant

Detailed Design

- Developed drawings and specifications
- Developed bid documents to meet the requirements of the funding sources

Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Engineering and Inspection

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Project closeout and record drawings

12-Inch WTM Aerial Railroad Crossing

12-Inch HDPE Directional Drill Istallation

Reference
Matthew M McDougald, PE - General Manager
The Water Works Board of The City of Opelika
mmcdougald@owwb.com
(334) 705-5500

Fly Creek Water Transmission Main Replacement
Client: City of Fairhope
Construction Cost: $600,000

This project included replacement of 1,200 linear feet of 12-inch water main beneath Fly Creek, which was damaged and out of service. Due to critical nature of the work, Krebs expedited the project, engaged a surveyor that mobilized within three (3) days, and began permitting and engineering before receiving formal approval from the City. Krebs managed the entire process, including design, advertising, bidding, and overseeing construction. The project was successfully completed while the system was experiencing peak water demands, and the repairs/improvements restored system pressures.

Preliminary Engineering

- Hydraulic modeling
- Coordinated Surveying
- Coordinated with ALDOT
- Developed preliminary drawings and connection details to prevent water outages

Detailed Design

- Developed drawings and specifications
- Developed bid documents to meet the requirements of the funding sources

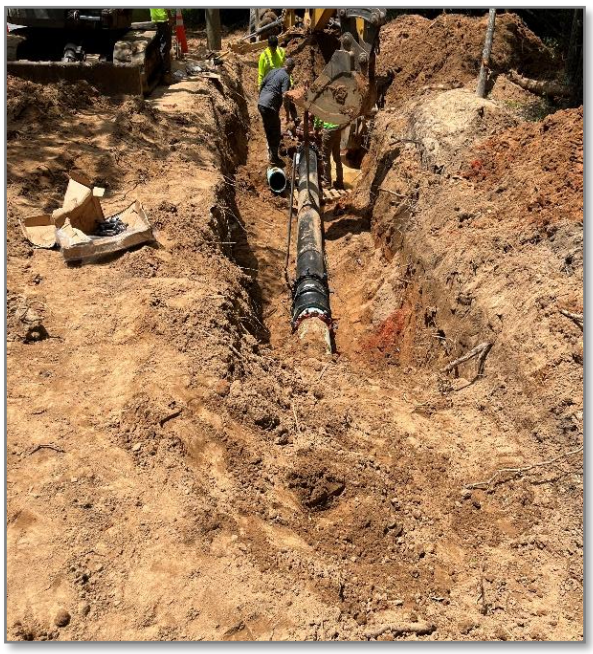
Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Engineering and Inspection

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Performed punch list and closeout documents

Fusible HDPE



Ductile Iron to PVC Tie-ins

Reference
Daryl Morefield
Water and Wastewatear Superintendent
City of Fairhope
Daryl.morefield@fairhopeal.gov
(251) 928-8003

Meridianville 18" Water Transmission Main
Client: Madison County Water Department
Construction Cost: $650,000

The project included 3,300 linear feet of 18-inch ductile iron water main to create a hydraulic connection between a new 1.5-million-gallon elevated water storage tank and Madison County's distribution system. Madison County is experiencing rapid growth and this project was the first in a series of water system improvements that will be implemented over the next 5-10 years. Krebs developed a water system master plan and a hydraulic model Before design began, and as part of the County's master planning process, Krebs conducted a hydraulic analysis to determine the appropriate sizes for both the water main and the tank. During the design phase, Krebs coordinated with Madison County schools, the Meridianville Fire Department, and the Madison County Highway Department to finalize the installation location and requirements. The project was bid in October 2024, with construction scheduled to begin in December 2024.

Preliminary Engineering

- Developed master plan for water system.
- Developed a hydraulic model to evaluate current and future water demands.
- Evaluated multiple main water alignments to prevent conflicts with existing utilities.
- Coordinated surveying
- Coordinated with local stakeholders, including county school system, fire department, and highway department.

Detailed Design

- Worked with staff to evaluate and select pipeline alignment.
- Evaluated cots with pipeline contractors
- Developed drawings and specifications.
- Developed bid documents to meet the requirements of federal funding sources
- Coordinated with various county agencies
- Develop permit applications and coordinate with permitting agencies

Bid Period Services

- Advertised project for construction bids
- Answered questions during the bid period
- Bid opening and certified bid tabulation
- Developed a recommendation for award

Construction Review and Inspection

Krebs will provide the following services during the construction period:

- Provided field representation and inspection
- Reviewed the RFI's, Payment Applications, and Change Order Requests
- Provided field directives to the Contractor
- Conducted monthly progress meetings
- Performed punch list and closeout documents

Summary of Bids Received 18-Inch Diameter Meridianville WTM Madison County, Alabama	
Hereford Construction	$646,000
Lambert, Inc.	$724,000
Vulcan Materials Asphalt & Construction	$751,000
CD Roberts Contracting	$753,000
Grayson, Carter & Sons	$755,000
Lambert Contracting	$936,000
Norris Brothers	$1,139,000

Reference
Chuck Faulkner, P.E.
County Engineer/Water Department Manager
Madison County
cfaulkner@madisoncountyal.gov
(256) 746-2900

SECTION 4

PROXIMITY AND FAMILIARITY

The Krebs Project Team has a unique combination of experience, familiarity with Fairhope, and local presence, to include:

- **Local Office and Proximity to Fairhope:** Krebs has a local office approximately 10 minutes from the project site. Rob Vaughan manages the local office, and the rest of the project team is located in Birmingham and routinely (weekly) works from the Daphen office to support local projects.

- **Familiarity with the City of Fairhope Mayor, Council, and Staff:** Krebs spent the last four years working with Fairhope staff (water, wastewater, and other departments) and elected officials. This has enabled Krebs to develop a detailed understanding of the existing water and sewer infrastructure, city departments/operations, as well as the issues and challenges that Fairhope is facing. Krebs worked with Fairhope to develop a master plan for water system improvements to address current issues while meeting projected future water demands associated with growth. Krebs is working with Fairhope water and wastewater staff constantly (often daily), and we understand the importance of cross-departmental coordination. Krebs will continue to work with each department to ensure this project's success as it might relate to sewer, gas, electric, or public works.

- **Our Past and Current Projects Together:** Krebs successfully completed numerous projects for Fairhope, and is also involved in on-going projects, including:

    - Water Chemistry Evaluation in the Water Distribution System
    - WTP No. 3 Expansion
    - Water System Consumer Confidence Reports
    - Well No. 11 Development
    - Updating and Calibrating the Water System Hydraulic Model
    - Water System Master Planning
    - Evaluation/Development of Test Wells
    - WTP No. 1 Expansion
    - Well Nos. 13 and 14 Development
    - Wastewater Treatment Plant Headworks Improvements
    - Wastewater Treatment Plant Master Plan
    - Wastewater Collection System Planning

SECTION 5

PROJECT TEAM

KREBS PROJECT TEAM: The Krebs project team consists of water and wastewater engineers, technicians, and design professionals with over 80 years of combined experience in the design and construction of water distribution facilities. Below are key personnel from Krebs working on the project.

ROB VAUGHAN, P.E.
PROJECT MANAGER

25 Years Experience
Coordination with City
Project Management
Design Team Scheduling and Coordination

CALEB LEACH, P.E.
SR. TECHNICAL ADVISOR

18 Years Experience
Client Management
Master Planning
Lead Designer

JASON DEARING, P.E.
QA/QC MANAGER

29 Years Experience
QA/QC
Constructability Analysis
Engineering Design Support

AUSTIN MAYNARD, P.E.
PROJECT ENGINEER

6 Years Experience
Hydraulic Modeling/Engineering Analysis
Detailed Design
Contract Documents

PARKER FOUSHEE
ENGINEER

2 Years Experience
Detailed Design
Contract Documents
Construction Review Coordination

SUBCONSULTANTS

David R. McKee, P.E. (GeoCon Engineering & Materials Testing) – Geotechnical Engineering
Jason M. Linder, PLS (Linder Surveying Consultants, LLC) – Land Surveying

Resumes for key personnel are provided on the following pages.

REGISTRATIONS
Alabama

EDUCATION
BS, Civil Engineering
University of Alabama at Birmingham

AFFILIATIONS
American Water Works Association

American Society of Civil Engineers

ROB VAUGHAN, PE

ASSOCIATE

Associate responsible for engineering study, design, and construction review for virtually all aspects of water and wastewater infrastructure, including raw water intakes, water and wastewater treatment facilities, water and wastewater pumping stations, water transmission mains and elevated tanks, water storage reservoirs, water distribution systems, interceptor sewers and collection systems, and rehabilitation of existing sanitary sewer systems. Selected projects are listed below:

APPLICABLE PROJECT EXPERIENCE

- Water System Expansion Study – Fairhope, AL
- Water Treatment Plant No. 3 Expansion – Fairhope, AL
- Water Treatment Plant No. 1 Expansion – Fairhope, AL
- Development of Production Wells at WTP1 and WPT3 – Fairhope, AL
- Fairhope Water System Test Well Project – Fairhope, AL
- Fly Creek Water 12" Water Main Crossing Replacement – Fairhope, AL
- Douglas Tank Well Development - Daphne, AL
- SEA Water Transmission Mains – Anniston, AL
- SEA 3,000,000 Gallon Elevated Water Storage Tank – Anniston, AL

REGISTRATIONS
Alabama
Georgia

EDUCATION
BS, Civil Engineering
University of Alabama

AFFILIATIONS
American Water Works Association

CALEB LEACH, PE

ASSOCIATE

Associate responsible for the project management, design, and construction review services of the following types of projects: wastewater treatment plant process design, water treatment plant process design, water storage tanks, water distribution system hydraulic evaluation and distribution models, sanitary sewer system hydraulic evaluation, water transmission mains, sanitary sewers, pumping stations for both sanitary sewer and potable water, and master planning.

APPLICABLE PROJECT EXPERIENCE

- Water System Expansion Study – Fairhope, AL
- Water System Hydraulic Modeling and Master Planning – Fairhope, AL
- Water Treatment Plant No. 3 Expansion – Fairhope, AL
- Water Treatment Plant No. 1 Expansion – Fairhope, AL
- Development of Production Wells at WTP1 and WPT3 – Fairhope, AL
- Fairhope Water System Test Well Project – Fairhope, AL
- Fly Creek Water 12" Water Main Crossing Replacement – Fairhope, AL
- Douglas Tank Well Development - Daphne, AL

JASON DEARING, PE

SENIOR ASSOCIATE

REGISTRATIONS
Alabama
Georgia

EDUCATION
BS, Civil Engineering
Auburn University

AFFILIATIONS
American Society of Civil Engineers

American Water Works Association

Water Environment Federation

Senior Associate responsible for engineering study, design, and construction review for virtually all aspects of water and wastewater infrastructure, including raw water intakes, water and wastewater treatment facilities, water and wastewater pumping stations, water transmission mains, water storage reservoirs, water distribution systems, interceptor sewers, and collection systems; and rehabilitation of existing sanitary sewer systems. Selected projects are listed below:

APPLICABLE PROJECT EXPERIENCE

- Fort Moore Camp Darby Water Well, WTP and SCADA - Columbus, GA
- Fort Moore Harmony Church Water Transmission Main - Columbus, GA
- 50,000 LF 24-inch Southern Loop Water Transmission Main, Opelika, AL
- 18,000 LF 36 & 24-inch Andrews Rd. Water Transmission Main, Opelika, AL
- 12,000 LF 24-inch Water Transmission Pipeline, Alabaster, Alabama
- 60,000 LF 12-inch Southern Loop Water Transmission Main, Alabaster, AL
- 21,000 LF 16-inch Sand Hill Water Transmission Pipeline, Columbus, GA
- Select Hydraulic Network Modeling
- Opelika, Alabama Water Works System
- Haralson County, Georgia Water Distribution System
- Columbus, Georgia Water Distribution System

AUSTIN MAYNARD, PE

PROJECT ENGINEER

REGISTRATIONS
Alabama

EDUCATION
BS, Civil Engineering
University of Alabama at Birmingham

AFFILIATIONS
American Water Works Association

Project Engineer for engineering study, design, and construction review of the following types of projects: wastewater treatment plant process design, water treatment plant process design, water storage tanks, water distribution system hydraulic evaluation and distribution models, sanitary sewer system hydraulic evaluation, and water transmission mains and sanitary sewers.

APPLICABLE PROJECT EXPERIENCE

- Water Treatment Plant No. 3 Expansion – Fairhope, AL
- Water System Expansion Study – Fairhope, AL
- Well No. 11 Development – Fairhope, AL
- Water Treatment Plant No. 1 Improvements – Fairhope, AL
- Griffin Water Storage Tank and Transmission Main – Madison, AL
- Quarry Water Treatment Plant Expansion – Madison, AL
- SEA Water Transmission Mains – Anniston, AL
- SEA 3,000,000 Gallon Elevated Water Storage Tank – Anniston, AL

EDUCATION
Bachelor of Civil Engineering
University of Alabama

PARKER FOUSHEE

ENGINEER

Engineer responsible for the completion of field surveying, water system flow and pressure testing, preparation of drawings and specifications, and construction review activities for various water, sanitary sewer, storm sewer, and site development projects. Selected projects are listed below:

APPLICABLE PROJECT EXPERIENCE

- Fairhope WTP #1 Expansion – Fairhope, AL
- Fairhope WWTP Headworks Improvements – Fairhope, AL
- Fly Creek 16" HDPE Water Main Replacement – Fairhope, AL
- Fairhope Water System Test Well Project – Fairhope, AL
- Eagle Mountain Booster Pump Station – Guntersville Water Board
- Snake Creek WTP Filter Rehabilitation – Carroll County Water Authority
- New 12" Water Transmission Main – Anniston, AL

REGISTRATIONS
Alabama
Florida
Louisiana
Mississippi
Georgia

EDUCATION
BS, Geological Engineering
University of Mississippi

DAVID R. MCKEE, PE

SENIOR GEOTECHNICAL ENGINEER – GEOCON ENGINEERING & MATERIALS TESTING

Mr. David R. McKee, P.E. is the Senior Geotechnical Engineer. Mr. McKee is a graduate of the University of Mississippi with a geological engineering degree. Mr. McKee has about 23 years' of experience in geotechnical enginering and field testing.

APPLICABLE PROJECT EXPERIENCE

- Water Treatment Plant No. 3 Expansion – Fairhope, AL
- Hysco America – Greeneville, AL
- SR-3 over CSX Railroad (ALDOT) – Montgomery, AL
- One-million-gallon elevated water tank – Wetumpka, AL
- Railroad Resources Storage Tanks – Bay Minette, AL
- Columbus Riverfront Slope Failure – Columbus, GA
- CoastAL Development – Orange Beach, AL
- Legendary Marine – Gulf Shores, AL
- U.S. Highway 98 Improvements (ALDOT) – Daphne, AL
- Biltmore Bridge – Loxley, AL

REGISTRATIONS
Professional Land Surveyor (PLS):
Alabama

EDUCATION
BS, Surveying and Geomatics Sciences
Troy University

JASON M. LINDER, PLS

LINDER SURVEYING CONSULTANTS, LLC

Mr. Jason Linder, PLS is the President of Linder Surveying Consultants. Mr. Linder is a graduate of Troy University with a degree in Surveying and Geomatic Sciences. Jason's team has over 25 years of combined experience in surveying.

APPLICABLE PROJECT EXPERIENCE

- Fly Creek Water Main Replacement - Fairhope, AL
- Topographic Survey for College of Medicine - University of South Alabama
- Sanitary Sewer Improvements Project - University of South Alabama
- Parkwood Drive Drainage Improvements – Foley, AL
- Topographic Survey for Central Utilities Plant - University of South Alabama

SECTION 6

PROJECT UNDERSTANDING AND APPROACH

The **Krebs Project Approach** utilizes our expertise in the City's water distribution system to deliver a superior design process that aligns with the City's overall project goals. We are committed to proactively addressing current and future infrastructure needs. Krebs recognizes the significance of this project in relation to existing and future water demands. Therefore, the project will achieve the following goals:

- Provide additional capacity to the northern part of the system to support current and future demands.
- Improve interconnection of the City's largest 3 WTPs (WTP No. 1, WTP No. 2, and WTP No. 3) with the central portion of the system.
- Improve water transmission along Highway 181 north of Fairhope Avenue and begin to create redundancy in the City's largest demand areas.

As the design progresses, Krebs will utilize the City's hydraulic model, which we developed and calibrated, to validate our previous recommendations and assess any new developments that may impact the design.

If Krebs is selected for this project along with the 24-inch WTM along Fairhope Avenue, Krebs will coordinate both projects, including permitting, design, bidding, and CE&I to ensure they are streamlined and completed quickly and efficiently.

Additionally, Krebs will leverage our relationships with our sub-consultants and permitting stakeholders to expedite the design and permitting processes.

The Krebs Approach is outlined below.

Permitting

- Identify stakeholders which are currently:
  - ADEM – ADEM Water System Construction Permit
  - ALDOT – Highway 181 ROW Permit
  - Baldwin County – CR-13 Crossing
  - City of Fairhope – Fairhope Avenue and Gayfer Road ROW
  - USCOE (if needed – planning to directional drill all creek crossings)
- If given the opportunity to design this project and the Fairhope Avenue WTM Improvements (under separate RFQ) Krebs will combine the permitting to expedite and streamline the process

Schematic Design

- Meet with City staff to walk the project and develop the preliminary route
- Identify any required easements
- Develop survey parameters and authorize surveying to begin
- Develop geotechnical soil boring locations and authorize borings to begin
- Develop basis of design report to submit to ADEM for the Construction Permit
- Develop preliminary cost estimate
- Coordinate with the Fairhope Avenue water main project as necessary. If given the opportunity, Krebs will work these projects simultaneously to expedite both projects.
- Meet with all City Departments to review the impact of the water main route in regards to sewer, power, gas, electric, and public works
- Perform and internal QA/QC review which will be conducted at each phase of the project

- Develop detailed plan and profile drawings of the desired route
- Finalize permit drawings and applications to be submitted to each stakeholder
- Provide any necessary easement drawings to the City for negotiating with the property owners
- Develop technical specifications
- Update cost estimate and assist the City in a budget analysis
- Meet with all the City departments to review the impacts of our route

Construction Documents

- Finalize bid ready drawings to include plan/profile drawings and details meeting the City's standards
- Obtain all necessary permits
- Develop proposal form to include alternatives based on the budget analysis
- Develop Contract Documents that adhere to the City's requirements

Bid Period Phase

- Coordinate the advertisement with the City
- Advertise the project on behalf of the City
- Notify contractors of the project to assist in developing competition
- Conduct a pre-bid meeting
- Answer any questions that arise during the bid period and issue addenda as required
- Open construction bids on behalf of the City
- Evaluate construction bids
- Provide the City with an award recommendation letter and certified bid tabulation
- Assemble construction contracts for execution between the City and the Contract

Construction Engineering and Inspection

- Issue Construction Documents to the City and the Contractor
- Provide site visits as required to ensure the work is proceeding per the Contract Documents
- Review all RFI's, submittals, payment applications, and change orders
- Conduct monthly progress meetings
- Develop a punch list once the project is substantially complete
- Provide closeout documents
- Provide record drawings to include GIS database files to update the City's GIS map

The Krebs project approach is designed to enhance efficiency for the City's staff, enabling them to concentrate on the diverse infrastructure needs within the City.

SECTION 7

REFERENCES

Honorable Ronnie Marks
Mayor
Athens Utilities
1806 Wilkinson Street
Athens, AL 35611
rmarks@athensal.us
(256) 233-8730

Krebs has worked with the City of Athens since the 1950s providing a broad range of water and wastewater engineering services. Our work includes master planning, water distribution system modeling, sanitary sewer collection system modeling, and design of water distribution, sanitary sewer collection, pump stations, lift stations and water/wastewater treatment.

Elden Chumley
General Manager
Albertville Municipal Utilities Board
210 West Main Street
Albertville, AL 35950
elden@mub-albertville.com
(256) 878-3761

Krebs has worked with Albertville since 1954 providing a broad range of water and wastewater engineering services. Our work includes master planning for water and wastewater systems, multiple projects at the drinking water and wastewater treatment plants, and other pipeline, pump station and storage tank projects.

Laura Koon, P.E.
General Manager
Alabaster Water Board
200 Kent Stone Blvd.
Alabaster, AL 35007
lkoon@alabasterwater.com
(205) 663-6155

Krebs has worked with Alabaster since 1955 providing a broad range of water engineering and planning services. Our work includes master planning for the water system, multiple projects at the drinking water treatment plants, and other pipeline, pump station and storage tank projects.

Matt McDouglad, P.E.
General Manager
Opelika Water Board
4055 Water Street
Opelika, AL 36801
mmcdougald@owwb.com
(334) 705-5500

Krebs has worked with Opelika since 1926 providing a broad range of water engineering services. Our work includes master planning for the water system, multiple projects at the drinking water treatment plants, and other pipeline, pump station and storage tank projects.

Emory DeBord
General Manager
Madison Utilities
101 Ray Sanderson Drive
Madison, AL 35758
edebord@madisonutilities.org
(256) 461-0844

Krebs has worked with Madison Utilities since 2005 providing a broad range of water and wastewater engineering services. Our work includes master planning for water, water modeling and water system improvements, storage tank projects, wastewater treatment plant design, and water treatment plant design. stations.

Chuck Faulkner, P.E.
County Engineer/Water Dept. Manager
Madison County, Alabama
246 Shields Road
Huntsville, AL 35811
cfaulkner@madisoncountyal.gov
(256) 746-2900

Krebs has worked with Madison County since 2021 providing a broad range of water planning and engineering services. Our work includes master planning for their water and wastewater systems, and engineering design for virtually all of their treatment facilities, wastewater collection system, pumping stations, water distribution and storage.

SECTION 8

EQUAL OPPORTUNITY AND OTHER INFORMATION

EQUAL OPPORTUNITY

We utilize and hire minority and women-owned sub-consultants on a regular basis.

BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

D. Robert Vaughan, P.E. Associate
Name and Title of Contractor's Authorized Official

October 25, 2024
Date

PREPARED BY

Krebs Engineering, Inc.

October 25, 2024

KREBS ENGINEERING
1040 Stanton Road
Building II, Suite A & B
Daphne, AL 36526
www.krebseng.com

"Sealed Proposal"
RFQ No. PS25-003
Professional Engineering Services
Installation of a 16" Water Main from WTP #2 to State Highway 181

Submitted by:
Krebs Engineering, Inc.
1040 Stanton Road
Daphne, Alabama 35626

Attn: Purchasing Department
of the City of Fairhope
555 South Section Street
Fairhope, Alabama 36532
Erin Wolfe, Purchasing Manager

Received
10/25/24
3:29 pm

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-788

FROM:	Hunter Simmons
SUBJECT:	Site Plan Review and Approval - Request of the Applicant, Jade Consulting, LLC, on behalf of the Owner, Encounter Development, LLC, for Site Plan Approval of Encounter House Relocation – Lot 11. The property is approximately 1.02 acres and is located on the northeast corner of State Highway 181 and State Highway 104. PPIN #: 627501. (Planning Commission unanimously recommends approval of SR 24.05).
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

Council Approval

BACKGROUND INFORMATION:

In summary, the existing house on the property (originally 40 acres) was used in the filming of the "Close Encounters of the Third Kind" movie. It currently sits near the intersection of Hwy 181 and Rockwell Blvd. The entire property was annexed into the City as B-2 and then subdivided into 12 individual lots. All lots have mandatory Site Plan Review. While there is no historical preservation required, there has been some pressure to preserve the house locally and even nationally (7000 petitions on Social Media). The Developer is proposing to move the house from its existing location to another lot facing the easternmost Hwy 104 entrance to the subdivision. It would be used as office space. The Planning Commission unanimously recommended approval, but requested a revised landscape plan. The revised plan was submitted and is attached as the last page of the packet.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

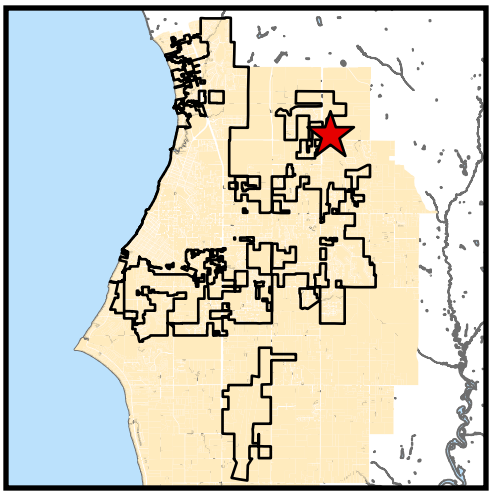
City of Fairhope

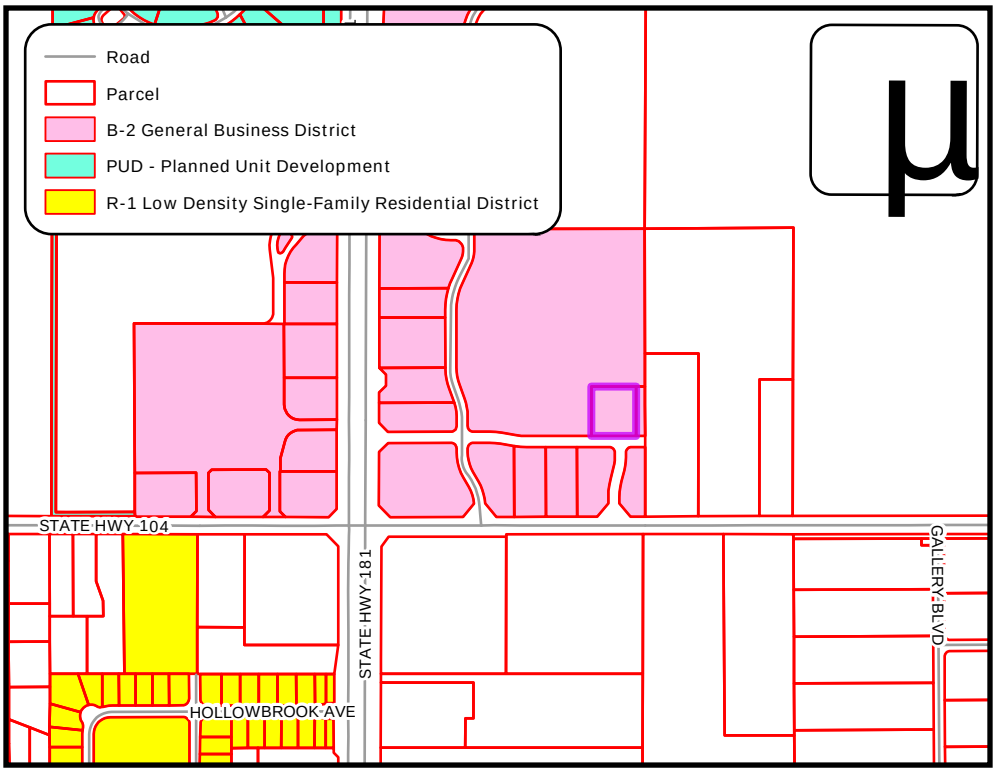
City Council

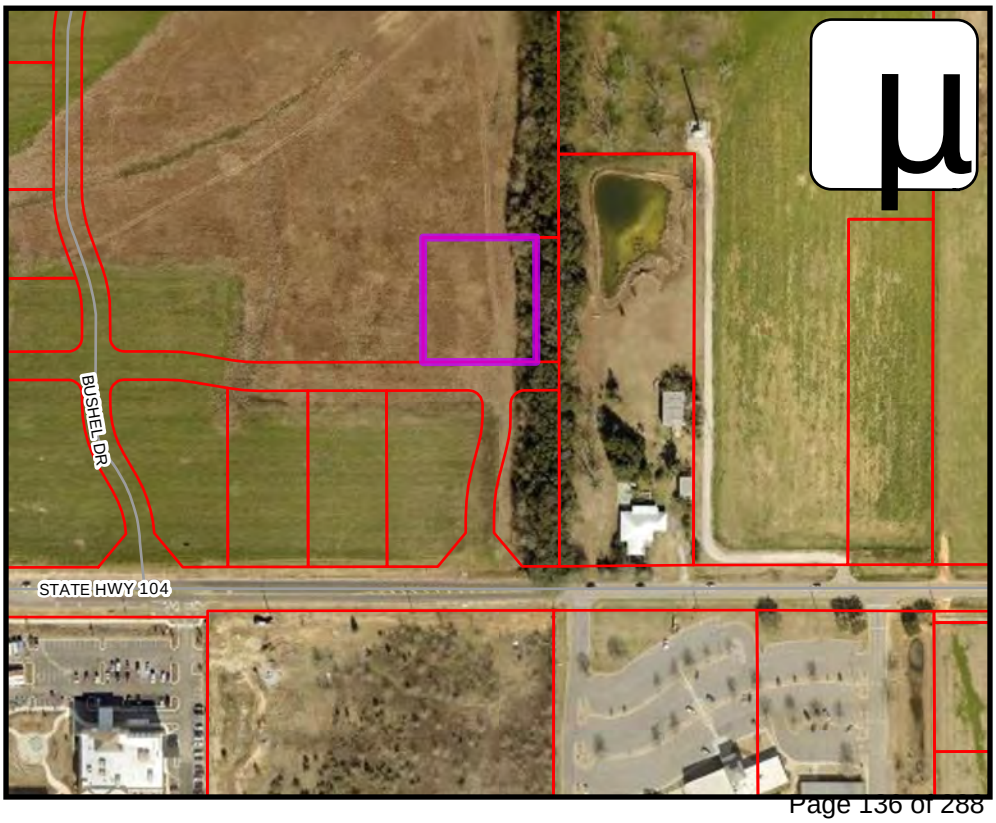
November 21, 2024

Planning Commission unanimously (6 Ayes, 0 Nays) voted to recommend approval of SR 24.05

SR 24.05 - Encounter House Reloca t on







Project Name:
Encounter House Reloca t on
Site Data:
1.02 acres
Project Type:
Site Plan Approval
Jurisdic t on:
Fairhope Planning Jurisdic t on
Zoning District:
B-2
PPIN Number:
627501
General Loca t on:
North of State Highway 104, East of State Highway 181
Surveyor of Record:
Jade Consul t ng LLC
Engineer of Record:
Jade Consul t ng LLC
Owner / Developer:
Encounter Development LLC
School District:
Fairhope Elementary School Fairhope Middle and High Schools
Recommenda t on:
Approved w/ Condi t ons
Prepared by:
Michelle Melton

Docusign Envelope ID: 6DD1FBA9-FE99-4F55-97BE-48C833D6D7FA

APPLICATION FOR SITE PLAN APPROVAL

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

Date of Application: 8/20/24

Property Owner / Leaseholder Information

Name of Property Owner: Encounter Development, LLC Phone Number: 251-599-3240
Address of Property Owner: 3262 Old Shell Rd, Ste. C-1
City: Mobile State: AL Zip: 36607

Proposed Site Plan Name: House Relocation
Site Acreage: 1.02 Sq. Footage:
Parcel No: 05-46-01-02-0-000-001.510 (Lot 11) Current Zoning: B-2

Authorized Agent Information

Name of Authorized Agent: JADE Consulting, LLC Phone Number: 251-928-3443
Address: 208 N. Greeno Rd., Ste. C
City: Fairhope State: AL Zip: 36532
Contact Person: Perry C. "Trey" Jinright, III, PE

Engineer/Architect Information

Name of Firm: JADE Consulting, LLC Phone Number: 251-928-3443
Address: 208 N. Greeno Rd., Ste. c
City: Fairhope State: AL Zip: 36532
Contact Person: Perry C. "Trey" Jinright, III, PE

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

XXXXXXXXXXXXXXX KEN KLEBAN
Scott Delaney
Property Owner/Leaseholder Printed Name

Signature

9/23/2024
Date

Signed by: ken kleban
2853E6471E394A3...

Fairhope Single Tax Corp. (If Applicable)

Reuben E. Davidson, III
FSTC Secretary

Docusign Envelope ID: 6DD1FBA9-FE99-4F55-97BE-48C833D6D7FA

Site Plan Review Application Checklist*

*This checklist is intended for convenience purposes only.
Refer to the City of Fairhope Zoning Ordinance and other applicable City Ordinances for additional requirements.

2 copies of the Site Plan
2 sets of Construction Plans
1 copy of the Site Plan in PDF format on disk
Site Plan Review Application with Articles of Incorporation attached
Overall Site Plan
Curb Cut Locations
Dumpster Location and Screening
Grading and Drainage Plans
BMP Plan
A Topographic and Boundary Survey
Pedestrian Circulation Plan
Building Elevations indicating exterior construction materials
Legal Description and Property Map
Landscape Plan, including tree preservation plan (Existing and Proposed Contours shall be on the Landscape Plan)
All landscape plans shall be in compliance with Ordinance No. 1223 – Tree Ordinance.
20% of the total property (not including the right of way) shall be landscaped
A 20' landscaped buffer is required where commercial/industrial abuts residential
A Site Lighting Plan indicating light locations, mounting height, wattages and fixture types
A Site Data Table including but not limited to:

- Current Zoning
- Lot Size
- Proposed Building Height
- Total Gross Floor Area
- Proposed Building Coverage
- Percentage of Impervious Area, excluding the Building
- Percentage of Proposed Landscaping (60% of the required plant materials shall be located between the building walls and public streets)

Docusign Envelope ID: 6DD1FBA9-FE99-4F55-97BE-48C833D6D7FA

- Proposed number of parking spaces/ required number of parking spaces
- Percentage of proposed Green-space

Aerial Photograph with Site Plan and topographic lines overlaid
Utility Plans
Loading/unloading space (if applicable)
Drive-up window locations (if applicable)
Total number of Proposed Buildings, Proposed Uses and the Square Footages of each
Phasing Schedule for Projects being developed over an extended period of time
Location, materials, and elevations of any and all fences and/or walls.
Location of mechanical equipment (mechanical equipment shall be screened)
Flow Modeling
Plans submitted shall include but not be limited to:

- Name of Project
- Date of preparation, including all revision dates
- Appropriate Scale
- North Arrow
- Preparer's Name, Phone Number and Fax Number
- Name of Owner

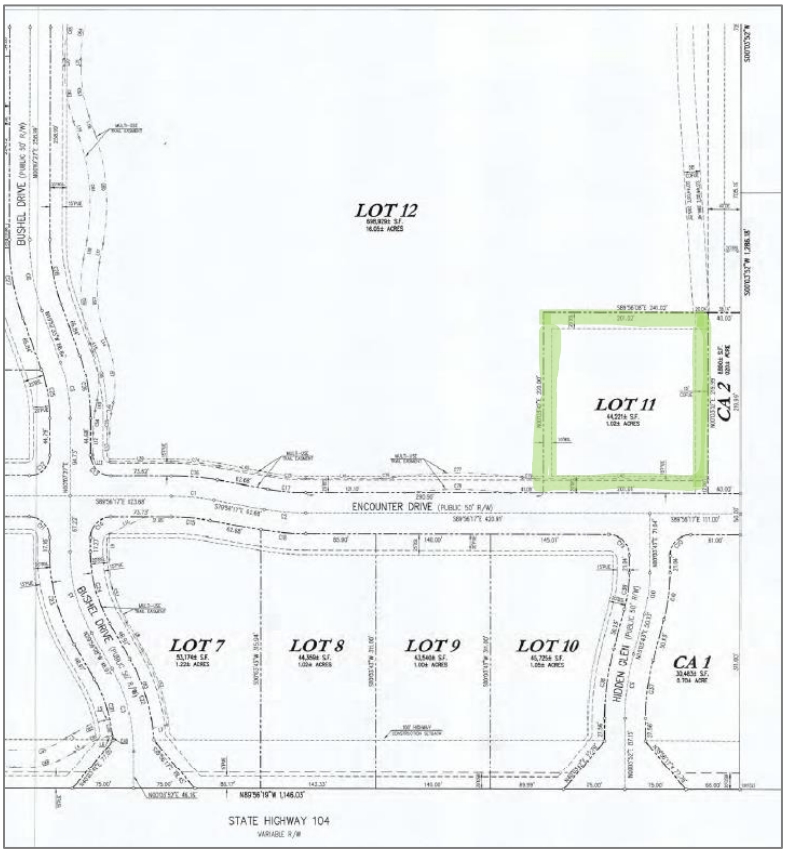
Compliance with the City's Comprehensive Plan and the standards, goals and intent of the Fairhope Zoning Ordinance
All signage requires a sign permit
All Applicable Outside Agency Permits (e.g. ALDOT, ADEM, COE, etc.)

Please note that this document only applies to properties within the City of Fairhope.

Summary of Request:

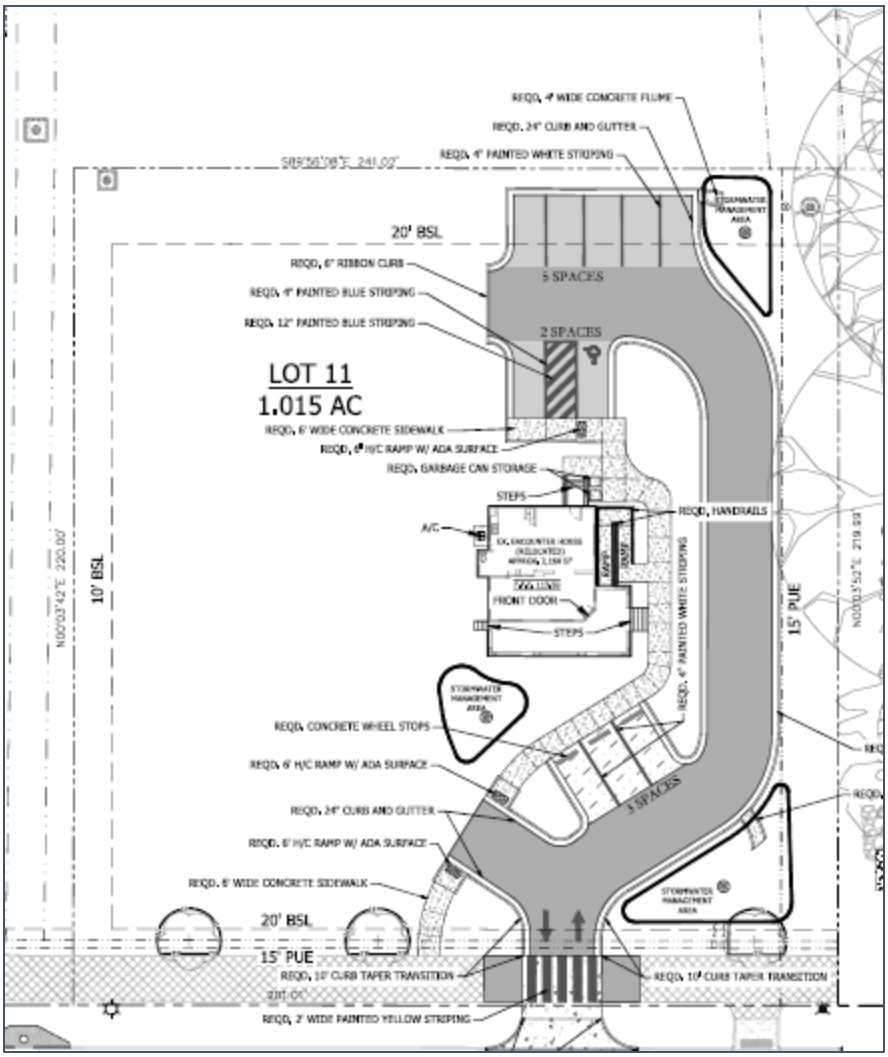
Request of Applicant, JADE Consulting, LLC ("JADE"), on behalf of owner, Encounter Development, LLC, for Site Plan Approval to relocate the Close Encounters house from Lot 6 to Lot 11 of the Encounter Commercial Retail Center on the northeast corner of the Alabama Highways 104 and 181 intersection. Trey Jinright, III, PE, is the authorized agent and engineer for the project. The subject property is a little more than an acre (1.02) and is zoned B-2. The existing building is 2,160sf.

SITE DATA TABLE		
STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE LOT 11 • ENCOUNTER COMMERCIAL RETAIL CENTER SUBDIVISION		
EX. TAX PARCEL ID:	PORTION OF 05-46-01-02-0-000-001.510	
LOT SIZE:	APPROX. 1.015 ACRES	
EX. ZONING:	B-2 GENERAL BUSINESS DISTRICT	
BUILDING SETBACKS:		
FRONT:	20'-0"	
SIDE:	10'-0"	
REAR:	20'-0"	
GENERAL PARKING STANDARDS:		
	0-400 SF GFA = 4 SPACES + 400-5000 SF GFA = 1 SPACE/400 SF + OVER 5000 SF GFA = 1 SPACE/200 SF	400 SF GFA = 4 SPACES + 1760 SF / 400 SF = 4.4 SPACES 8.40 TOTAL SPACES
VEHICLE PARKING REQUIRED:	8.40 SPACES	
"NO USE SHALL PROVIDE MORE THAN 20% MORE THAN THE PARKING REQUIRED BY TABLE 4-3." 8.40 SPACES * 1.2 = 10.08 SPACES		
VEHICLE PARKING PROVIDED:	10 SPACES	
PROPOSED BUILDING & AREA COVERAGE CALCULATIONS:		
BUILDING HEIGHT:	±25'-0" (TWO STORIES)	
TOTAL GROSS FLOOR AREA:	2,160 SF	
BUILDING COVERAGE:	1,309 SF / 44,221 SF = ±3%	
IMPERVIOUS AREA:	12,033 = ±27% (EXCLUDING BUILDING)	
GREEN SPACE:	30,879 SF = ±70%	



Setbacks: Setbacks for this development vary. B-2 requires only a 20ft front setback according to Table 3-2. Lot 11 fronts Encounter Drive, which has a 20ft setback. The other setbacks are 20ft rear and 10ft side setbacks.

Building: Building height for the two-story structure is estimated at 25ft. The building takes up 3% of Lot 11. Proposed use is office space. All elevations are included in the packet. Existing east elevation is shown in Figure 1. Materials for the building are brick/stucco with stone columns. The building was a prominent set in the 1977 film *Close Encounters of the Third Kind* starring Richard Dreyfess and Teri Garr. *See Figure 4.*



Site Plan

Figure 2. Existing Conditions on Lot 6.

Figure 3: Movie Poster

Figure4: Still from the movie "Close Encounters of the Third Kind" (Spielberg 1977).

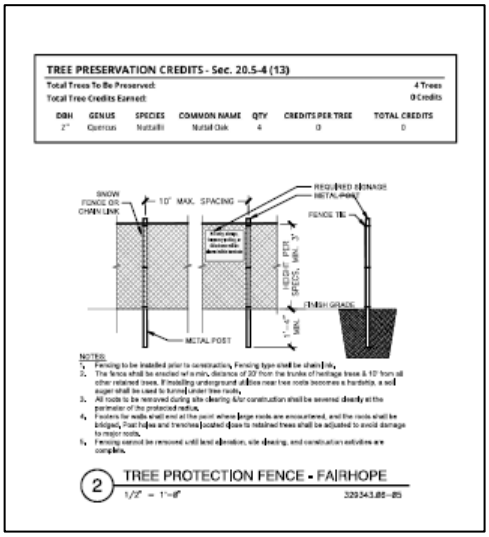
Figure 5 . Architectural Elevations

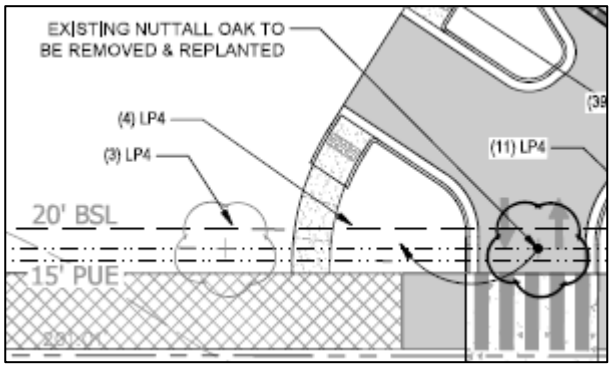
Sidewalks: This Site Plan includes interior sidewalks on the site and a sidewalk on Encounter Drive.

Mechanical equipment: Mechanical equipment has been finalized and all appear on the Site Plan.

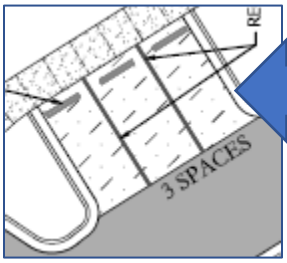
Storm water: Drainage has been accounted for the entire Encounter Commercial Retail Center in SD 24.13; thus, there are not retention/detention facilities on individual lots. There is a large retention pond within Lot 12 of the Encounter development where drainage from the lot is directed.

Landscaping Plan: The landscape plan submitted is acceptable. Applicant is preserving four (4) trees. A nuttal oak tree will be removed and replanted on site.

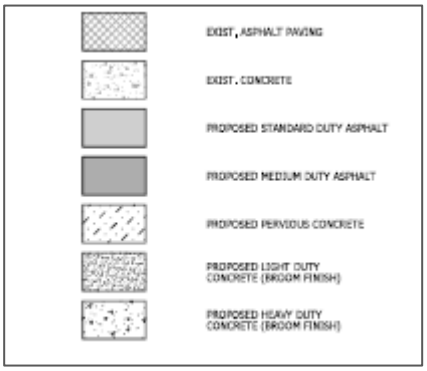




Parking: The plan has surplus parking with 10 spaces. Eight (8) spaces are required per Table 4-3 Parking Schedule. Twenty percent (20%) overage is allowed and shall be pervious. Parking meets the requirements of Zoning Ordinance, as well as the perimeter landscape screening requirements of the Tree Ordinance.



Surplus parking spaces are gravel (permeable surface).



Locations, intensity, and heights of exterior lights: A photometric plan was submitted and is included as an attachment. The first draft had light poles that were too high at 18ft; whereas, parking lots with 50 or fewer spaces shall have light poles that do not exceed 10ft overall height pursuant to Article IV, Section B(3) of the Zoning Ordinance. Applicant has modified the lighting to satisfy the ordinance.

Dumpster location and screening: Garbage is collected in a screened can storage area located on north side of the building. The dumpsters are surrounded by a Sweetbay Magnolia and camelias.

Location and size of all signage: A sign plan was not submitted. Signs require a separate permit and will be reviewed at that time for compliance with the Sign Ordinance.

Erosion control: An Erosion Control plan was submitted with the application and is acceptable.

Utilities: A utility plan was submitted and has been reviewed and approved by the appropriate providers.

ADA Requirements: ADA requirements have been met.

Traffic: A thorough traffic study was conducted for the entire Encounter development and the road infrastructure was designed in accordance with the recommendations from the traffic study. The Cover Sheet for the subject property has the speed limit posted as 30 mph; however, the speed limit within the commercial retail center is actually 20 mph, which is consistent with the residential developments to the north. Shared driveways are encouraged and will be required as build-out continues.

Article II, Section C.2.d. (Site Plan Review Criteria)
Criteria – The application shall be reviewed based on the following criteria:

(1) Compliance with the Comprehensive Plan; **The previous Comprehensive Plan put a Commercial Node at the AL Hwys 181 and 104 intersection. The Encounter Commercial Retail Center is located in a newly recognized Suburban Mixed-Use Center in the proposed Comprehensive Plan.**
(2) Compliance with any other approved planning documents; **Meets**
(3) Compliance with the standards, goals, and intent of this ordinance and applicable zoning districts; **Meets**
(4) Compliance with other laws and regulations of the City; **Meets**
(5) Compliance with other applicable laws and regulations of other jurisdictions; **Meets**
(6) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; **Meets. Lot 11 is isolated on the northern boundary of Encounter Drive and the use as office space should have little impact(s).**
(7) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values; **Property is zoned B-2. The larger development site does abut to conflicting uses. There is a residential district directly to the north of the development NOT Lot 11. Proper buffers are included in the plans to mitigate the conflicting land uses.**
(8) Overall benefit to the community; **Meets. There are a lot of residential units being built in the immediate surrounding area, especially to the north. A commercial retail center with a variety of retail/restaurant/office/commercial units will be a benefit to the residential subdivisions.**
(9) Compliance with sound planning principles; **Meets. The general location has been designated a commercial node in the past and future comprehensive plans. Connectivity with other developments has been included.**
(10) Compliance with the terms and conditions of any zoning approval; **Meets**
(11) Any other matter relating to the health, safety, and welfare of the community; **Nothing noted**
(12) Property boundaries with dimensions and setback lines; **Meets**
(13) Location of proposed buildings and structures indicating sizes in square feet; **Meets**
(14) Data to show percentage of lot covered with existing and proposed buildings; **Meets**
(15) Elevations indicating exterior materials;
Front, side, and rear elevations were provided with the building materials.
(16) The locations, intensity, and height of exterior lights; **Meets**
(17) The locations of mechanical equipment; **All relevant requirements are met.**
(18) Outside storage and/or display; **Meets**
(19) Drive-up window locations (must be away from residential uses/districts and not in front of building);
n/a
(20) Curb-cut detail and location(s);
Provided.

(21) Parking, loading, and maneuvering areas;
Meets.
(22) Landscaping plan in accordance with the City Landscape Ordinance; **Meets**
(23) Location, materials, and elevation of any and all fences and/or walls; **n/a**
(24) Dumpster location and screening; and
Meets
(25) Location and size of all signage. **A signage plan was not submitted.**

Recommendation:

Staff recommends **approval** of case SR 24.05 Encounter House Relocation to Lot 11 in the Encounter Commercial Retail Center.

Planning Commission added the following recommendation:

1. Receipt of a revised landscape plan that complies with the Tree Ordinance (shown in Exhibit A).

NOTARIZED AUTHORIZATION OF OWNER

I/We, Kenneth M. Kleban as the sole or joint fee simple title holder(s) of the property described as parcels 05-46-01-02-0-000-001.509 & 05-46-01-02-0-000-001.510 in the City of Fairhope, County of Baldwin, State of Alabama, authorize JADE Consulting, LLC and/or their consultants to act as our agent to seek City, County or state PUD, Rezone, subdivision, Site Plan/Development, Variance, DOT & DEP approvals, and/or all regulatory approvals in connection therewith, on the above referenced property.

Company: Encounter Development LLC

By: Kenneth M. Kleban

As Its: Owner

Address: 1189 Post Road, Suite 3B, Fairfield, CT 06824

Phone: (203) 247-0732 Fax: N/A

Email: kkleban@klebanproperties.com

STATE OF Connecticut

COUNTY OF Fairfield

The forgoing instrument was acknowledged before me this 16th day of February, 2023 by Kenneth M. Kleban as its Owner, who is personally known to me or who has produced Known to me (type of ID) as identification and who did not take an oath.

DIANE SALERNO
Notary Public, Connecticut
My Commission Expires March 31, 2023

NOTARY PUBLIC – STATE OF Connecticut

NAME OF NOTARY – TYPED OR PRINTED

COMMISSION NO: 0163781

2141670
BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 08/16/2024 02:34 PM
TOTAL $55.00 3 Pages
SLIDE 0002963-A

STATE HIGHWAY 181
R/W VARIES

LOT 4
66,588± S.F.
1.53± ACRES

LOT 3
46,355± S.F.
1.06± ACRES

LOT 2
43,916± S.F.
1.01± ACRES

LOT 1
124,338± S.F.
2.85± ACRES

LOT 7
53,174± S.F.
1.22± ACRES

LOT 8
44,359± S.F.
1.02± ACRES

LOT 9
43,540± S.F.
1.00± ACRES

LOT 10
45,725± S.F.
1.05± ACRES

LOT 11
44,221± S.F.
1.02± ACRES

LOT 12
698,929± S.F.
16.05± ACRES

CA 1
30,483± S.F.
0.70± ACRE

CA 2
8,800± S.F.
0.20± ACRE

BUSHEL DRIVE (PUBLIC 50' R/W)

HIDDEN GLEN (PUBLIC 50' R/W)

ENCOUNTER DRIVE (PUBLIC 50' R/W)

S89°56'17"E, 296.19'
N00°07'27"E 258.99'
S88°36'14"W 228.25'
S89°53'30"W 296.86'
N88°40'51"E 223.63'
N45°06'24"W 42.09'
N00°14'31"E 50.41'
N45°14'56"E 42.52'
N89°56'18"W 336.81'
S44°41'33"E 56.33'
282.97'
S89°56'17"E 372.85'
N00°18'27"E 504.90'
N45°18'27"E 56.91'
282.74'
N43°45'54"W 71.67'
6"x6" CONCRETE MONUMENT
ELEVATION=116.57 NAVD88
N00°03'42"E 77.05'
327.52'
75.00'
N00°03'52"E 46.16'
S39°56'17"E 78.45'
N89°56'19"W 1,146.03'
S79°56'17"E 62.68'
S89°56'17"E 123.68'
S89°56'17"E 420.91'
S89°56'17"E 111.00'
S89°56'08"E 241.02'
201.02'
S00°03'52"W 1,286.18'
N00°03'52"E 219.99'
N00°03'42"E 220.00'
N00°03'45"E 71.04'
N15°03'43"E 50.13'
N39°56'17"W 77.28'
N40°03'42"E 77.28'
S00°03'43"W 311.00'
N89°56'19"W 1,146.03'

STATE HIGHWAY 104
VARIABLE R/W

MULTI-USE TRAIL EASEMENT
125' HIGHWAY CONSTRUCTION SETBACK
100' HIGHWAY CONSTRUCTION SETBACK
20' BUILDING SETBACK & GSB
20'GSB
25'BSL
20'PUE
15'PUE
20'DE
40'DE
COFUE

N
W E
S
0' 50' 100' 150'
1" = 50'

LEGEND

CRF(1)	CAPPED REBAR FOUND (WATTIER)
CRF(2)	CAPPED REBAR FOUND (MOORE)
CRF(3)	CAPPED REBAR FOUND (DEWBERRY)
CMF(1)	4"x4" CONCRETE MONUMENT FOUND
CMF(2)	6"x6" CONCRETE MONUMENT FOUND
SBL	SETBACK LINE
GSB	GREEN SPACE BUFFER
COFUE	CITY OF FAIRHOPE UTILITY EASEMENT
PUE	PUBLIC UTILITY EASEMENT
DE	DRAINAGE EASEMENT

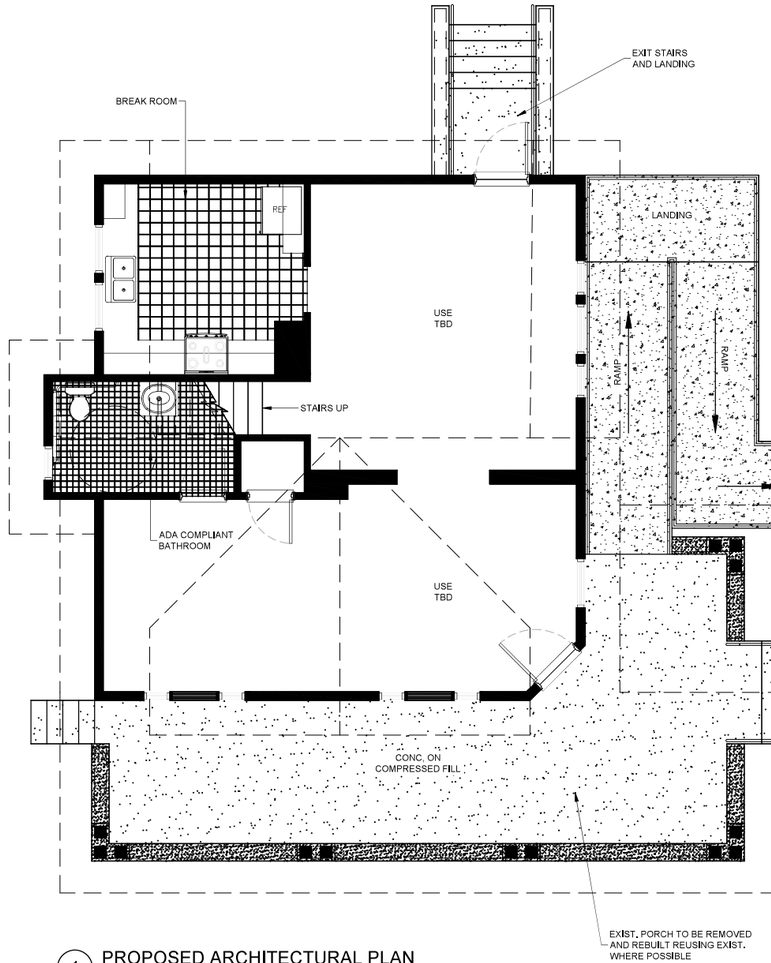
ENCOUNTER COMMERCIAL RETAIL CENTER SUBDIVISION
PLAT OF SUBDIVISION

JUNE 10, 2024

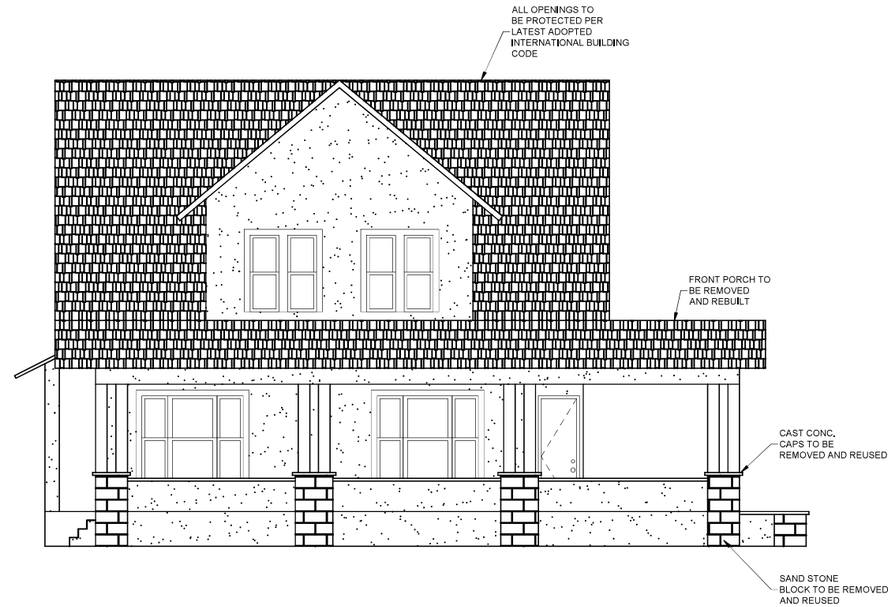
WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

J.O. NO. 23-0217 COMP. FILE 2872 DWG. NO. 65-2E-02-04

SHEET 1 OF 3



1 PROPOSED ARCHITECTURAL PLAN
SCALE: 1/4" = 1'-0"



2 PROPOSED EXTERIOR ELEVATION - EAST
SCALE: 1/4" = 1'-0"

NARRATIVE:

- THIS STRUCTURE SHALL HAVE THE FRONT PORCH, REAR PORCH, AND NORTH FIREPLACE REMOVED. THE REAR PORCH AND NORTH FIREPLACE DOES NOT APPEAR TO BE ORIGINAL AND WILL NOT BE REUSED. THE COMPONENTS OF THE FRONT PORCH WILL BE CAREFULLY REMOVED PRESERVING AS MUCH OF THE EXISTING CONSTRUCTION AS IS POSSIBLE TO BE RE-USED IN THE NEW LOCATION.
- WHEN COMPONENTS LISTED ARE REMOVED, THE HOUSE WILL BE LIFTED ON STEEL BEAMS FOR RELOCATION. AT THIS TIME OUR STRUCTURAL ENGINEER'S CAN SEE HOW THE FLOOR IS FRAMED AND WILL PROVIDE NEW INTERIOR FLOOR BEAMS AS REQUIRED TO PROVIDE ADEQUATE SUPPORT FOR COMMERCIAL LOADING. THE HOUSE WILL BE PLACED ON A CONTINUOUS PERIMETER CONCRETE BLOCK SUPPORT WALLS AND INTERIOR SUPPORT BEAMS THROUGHOUT. ADDITIONAL REVIEW OF THE INTERIOR AND EXTERIOR WALLS WILL PROVIDE INFORMATION TO PROVIDE CONTINUOUS UPLIFT SUPPORT FROM THE WALLS TO THE ROOF. THIS INFORMATION WILL BE PROVIDED TO THE CITY OF FAIRHOPE'S BUILDING DEPARTMENT PRIOR TO PROCEEDING WITH CONSTRUCTION.
- THE GROUND FLOOR HEATED AND COOLED AREA IS 870 SQUARE FEET. THUS ONE UNISEX ADA COMPLIANT RESTROOM IS SUFFICIENT. THERE IS AN ADDITIONAL RESTROOM ON THE 2ND FLOOR TO PROVIDE FOR THAT USE.

Adams•Stewart•Architects
Architecture•Planning•Interiors•Construction Administration
P.O. Box 529 • 22615 Highway 59 North
Robertsdale, Alabama 36567
Office: 251.947.3864

ISSUE	DATE	DESCRIPTION
1.	-	-

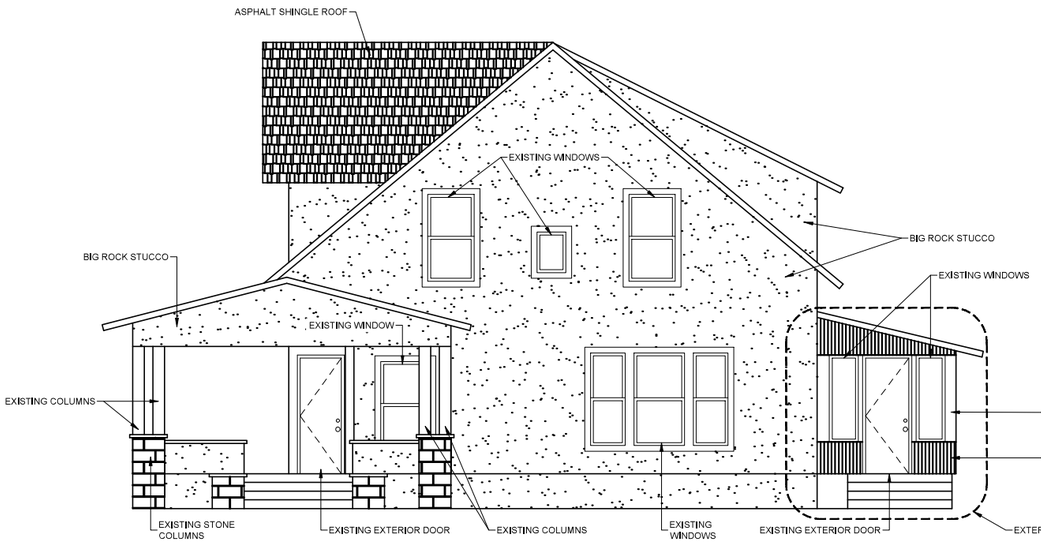
ENCOUNTER HOUSE
FAIRHOPE, AL 36532

PROJECT NO: 24-030

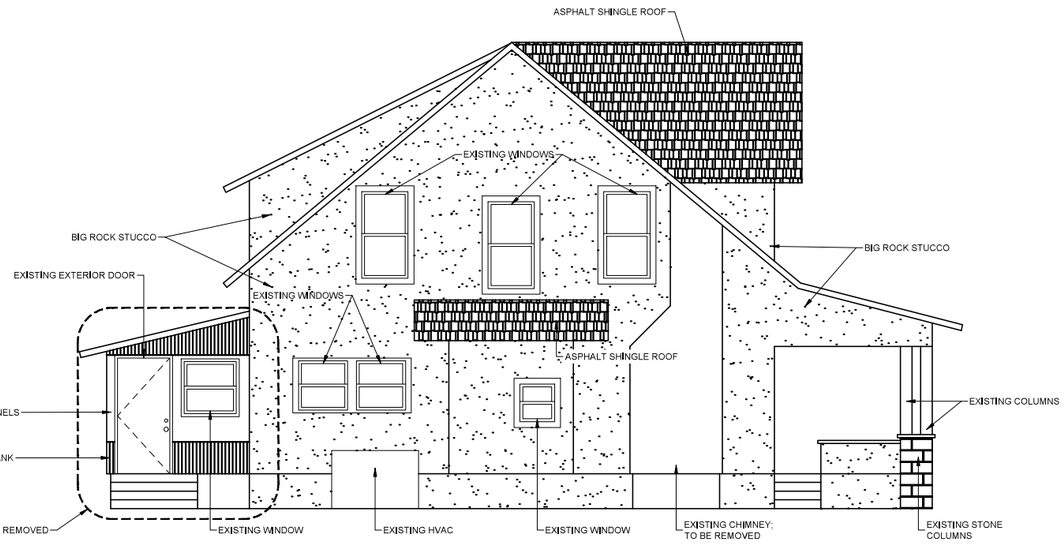
SHEET NO:
PROPOSED
ARCHITECTURAL
PLAN

A300.1

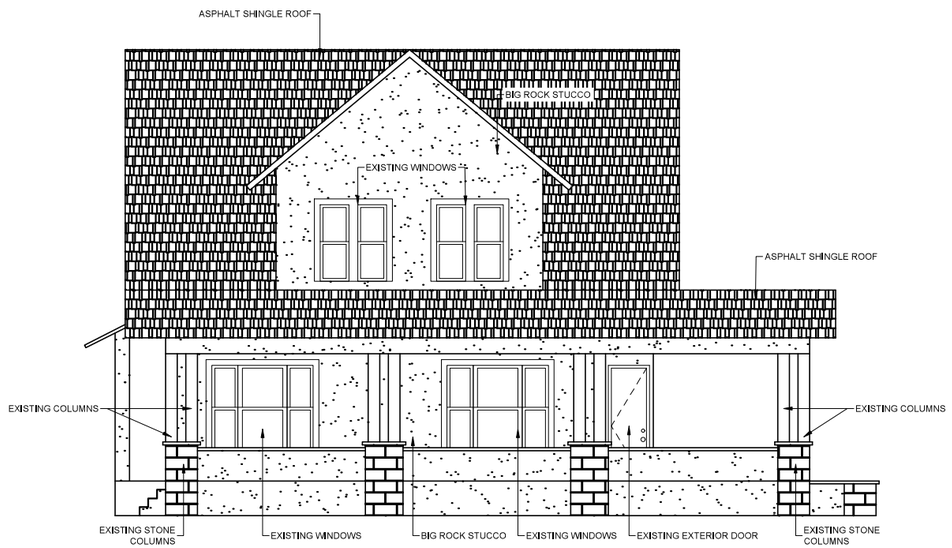
9/23/2024 4:19:18 PM - Z:\jobs 2024\24-030 encounter house\01 working drawings\01 schematic design\24-030 A300.1 Proposed Architectural Plan.dwg



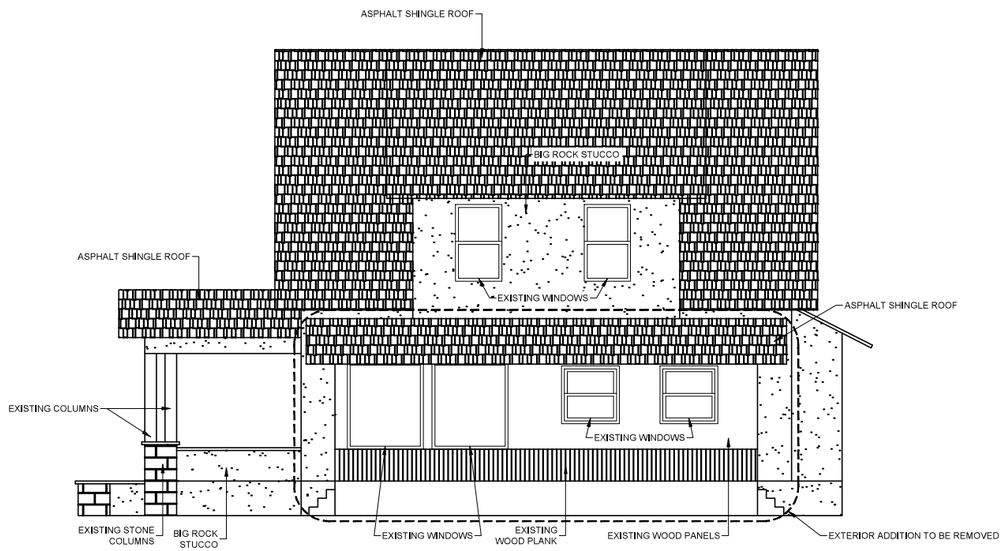
1 EXISTING ELEVATION - NORTH
SCALE: 1/4" = 1'-0"



2 EXISTING ELEVATION - SOUTH
SCALE: 1/4" = 1'-0"



3 EXISTING ELEVATION - EAST
SCALE: 1/4" = 1'-0"



4 EXISTING ELEVATION - WEST
SCALE: 1/4" = 1'-0"

Adams·Stewart·Architects
Architecture•Planning•Interiors•Construction Administration
P.O. Box 529 • 22615 Highway 59 North
Robertsdale, Alabama 36567
Office: 251.947.3864

ISSUE	DATE	DESCRIPTION
1.	-	-

ENCOUNTER HOUSE
FAIRHOPE, AL 36532

PROJECT NO: 24-030

SHEET NO:
EXISTING - EXTERIOR ELEVATIONS

A200.1

9/20/2024 4:16:19 PM - Z:\jobs 2024\24-030 encounter house\01 working drawings\01 schematic design\24-030 A200.1 Exterior Elevations.dwg

POSTED SPEED LIMIT
AL-181 & AL-104

POSTED SPEED LIMIT
ENCOUNTER DRIVE, BUSHEL DRIVE, & HIDDEN GLEN
(R2-1)

ENCOUNTER HOUSE RELOCATION

FAIRHOPE, AL

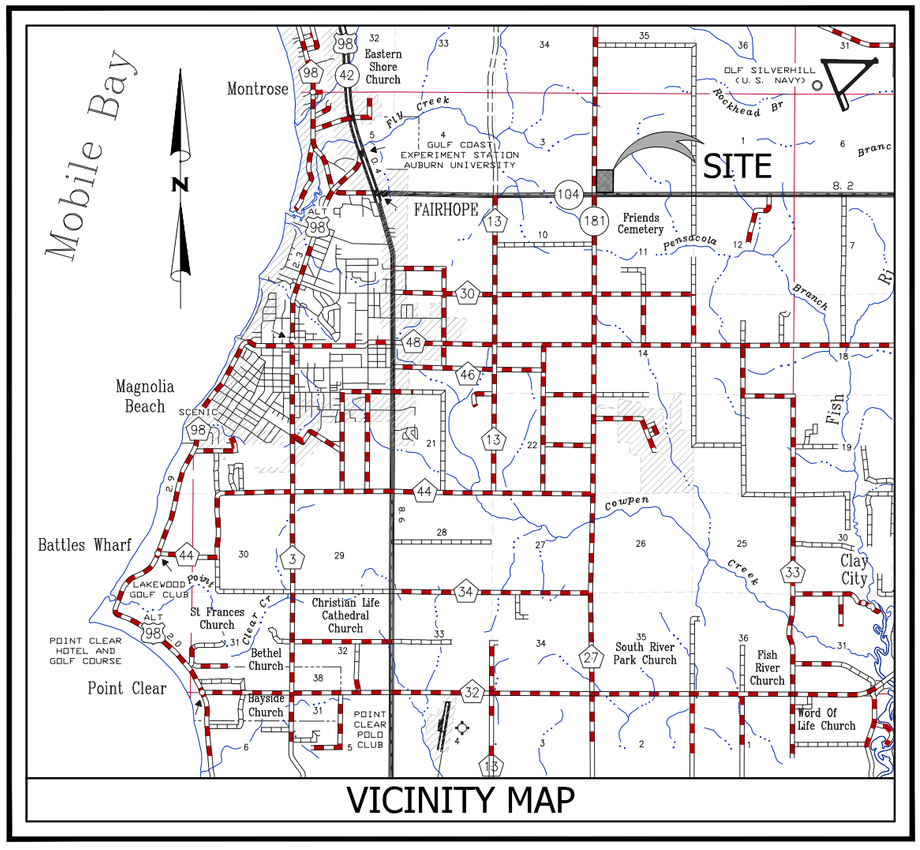
ENCOUNTER DRIVE & HIDDEN GLEN

GRADE, DRAIN, BASE AND PAVE
WATER DISTRIBUTION
SEWAGE COLLECTION SYSTEM

SEPTEMBER 2024

INDEX TO SHEETS:

SHEET	DESCRIPTION
C0.0	CIVIL COVER SHEET
C1.0-C1.1	EXISTING CONDITIONS/DEMOLITION PLAN
C2.0	SITE PLAN
C3.0	GEOMETRIC LAYOUT & UTILITY PLAN
C4.0	GRADING & DRAINAGE PLAN
C5.0	CIVIL CONSTRUCTION NOTES
C6.0-C6.1	CIVIL CONSTRUCTION DETAILS
C7.0	EROSION CONTROL PLAN
C8.0	EROSION CONTROL DETAILS



NOT TO SCALE

SITE DATA TABLE		
STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE LOT 11 - ENCOUNTER COMMERCIAL RETAIL CENTER SUBDIVISION		
EX. TAX PARCEL ID:	PORTION OF 05-46-01-02-0-000-001.510	
LOT SIZE:	APPROX. 1.015 ACRES	
EX. ZONING:	B-2 GENERAL BUSINESS DISTRICT	
BUILDING SETBACKS:		
FRONT:	20'-0"	
SIDE:	10'-0"	
REAR:	20'-0"	
GENERAL PARKING STANDARDS:		
	0-400 SF GFA = 4 SPACES + 400-5000 SF GFA = 1 SPACE/400 SF + OVER 5000 SF GFA = 1 SPACE/200 SF	400 SF GFA = 4 SPACES + 1760 SF / 400 SF = 4.4 SPACES 8.40 TOTAL SPACES
VEHICLE PARKING REQUIRED:	8.40 SPACES	
"NO USE SHALL PROVIDE MORE THAN 20% MORE THAN THE PARKING REQUIRED BY TABLE 4-3." 8.40 SPACES * 1.2 = 10.08 SPACES		
VEHICLE PARKING PROVIDED:	10 SPACES	
PROPOSED BUILDING & AREA COVERAGE CALCULATIONS:		
BUILDING HEIGHT:	±25'-0" (TWO STORIES)	
TOTAL GROSS FLOOR AREA:	2,160 SF	
BUILDING COVERAGE:	1,309 SF / 44,221 SF = ±3%	
IMPERVIOUS AREA:	12,033 = ±27% (EXCLUDING BUILDING)	
GREEN SPACE:	30,879 SF = ±70%	

UTILITY INFORMATION

CONTRACTOR SHALL HAVE ALL EXISTING BURIED UTILITIES
"LINE SPOTTED" BY CALLING 1-800-292-8925 (ALABAMA ONE-CALL)
OR BY CONTACTING LOCAL UTILITY COMPANIES

WATER/GAS:	FAIRHOPE PUBLIC UTILITIES 555 S SECTION ST, FAIRHOPE, AL 36532 DARYL MOREFIELD (WATER), WES BOYETT (GAS) (251) 928-2136
SEWER:	FAIRHOPE PUBLIC UTILITIES 555 S SECTION ST, FAIRHOPE, AL 36532 DARYL MOREFIELD (251) 928-2136 BALDWIN COUNTY SEWER SERVICE 14747 UNDERWOOD RD, SUMMERDALE, AL 36580 ANGELA FOLEY (251) 971-3022
ELECTRICAL:	RIVIERA UTILITIES 413 E LAUREL AVE, FOLEY, AL 36536 SCOTT SLIGH (251) 943-5001
TELEPHONE:	AT&T - BELLSOUTH TELECOMMUNICATIONS, LLC 2155 OLD SHELL RD, MOBILE, AL 36607 WADE MITCHELL (251) 471-8361

PREPARED FOR:

ENCOUNTER DEVELOPMENT, LLC
1189 POST RD STE 3B
FAIRFIELD, CT 06824
KEN KLEBAN
203-955-1978

BENCHMARK INFORMATION:

TBM #BR8
CRS CONTROL
ELEV = 114.67

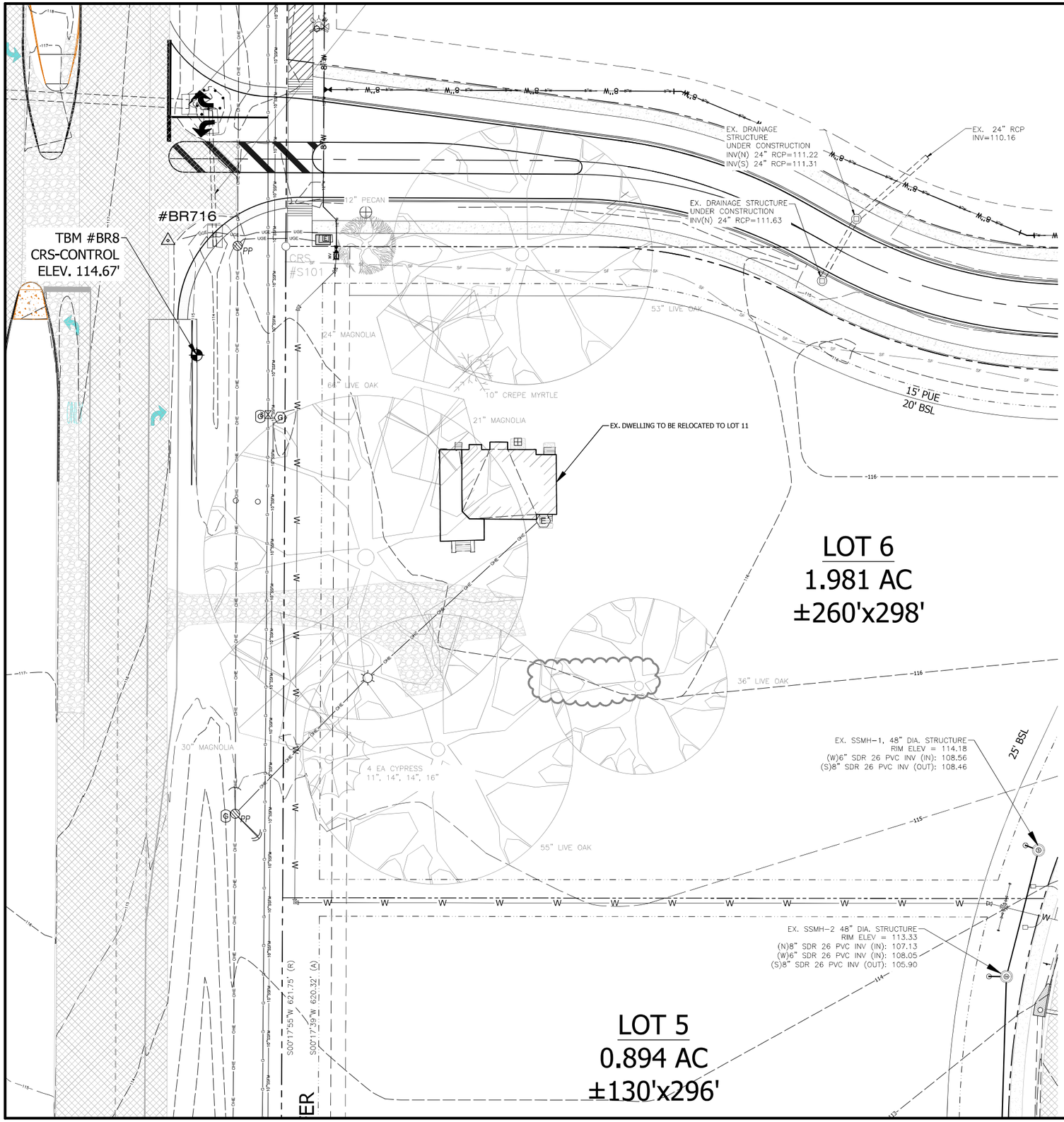
NOTE:

NO CONSTRUCTION AND/OR LAND DISTURBANCE, EXCEPT THOSE NECESSARY TO INSTALL THE BMP'S, SHALL BEGIN ON THIS PROJECT UNTIL THE BMP PLAN HAS BEEN INSTALLED AND APPROVED BY THE CITY/COUNTY.

JADE CONSULTING

Jinright & Associates Development Engineers
208 Greeno Road North Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
Phone: (251) 928-3443 Fax: (251) 928-3665
jadengineers.com (AL) C.A. 3157-E

COVER SHEET
HOUSE RELOCATION
ENCOUNTER DEVELOPMENT, LLC



NOTES:

1. ALL NEW WORK SHOWN IN THESE PLANS SHALL COMPLY WITH APPLICABLE STATE, FEDERAL AND LOCAL BUILDING AND UTILITY INSTALLATION CODES.

2. NO WORK SHALL COMMENCE, INCLUDING DEMOLITION, UNTIL ALL APPLICABLE EROSION CONTROL MEASURES HAVE BEEN INSTALLED, INSPECTED BY THE PROJECT ENGINEER, AND APPROVED.

3. EROSION CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO ANY CLEARING OR EARTHWORK OPERATIONS AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL PERMANENT GROUND COVER IS ESTABLISHED IN ALL DISTURBED AREAS.

DEMOLITION NOTE:

1. ALL DEMOLITION TO BE DISPOSED OF IN ACCORDANCE WITH ALL LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.

2. CLEAR AND GRUB ALL AREAS WITHIN ROADWAY FOOTPRINTS.

EXISTING UTILITIES DISCLAIMER:

EXISTING UTILITIES INDICATED ON THESE PLANS ARE BASED ON AVAILABLE INFORMATION. CONTRACTOR IS REQUIRED TO VERIFY LOCATION, BURY DEPTH, SIZE AND MATERIAL TYPE PRIOR TO ANY UTILITY IMPROVEMENTS. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES THAT ARE FOUND.

FLOOD ZONE NOTE:

ACCORDING TO THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP NO. 01003C0757 M, DATED APRIL 19, 2019, THE ABOVE DESCRIBED PROPERTY IS LOCATED IN FLOOD HAZARD AREAS "X-UNSHADED" AS DETERMINED BY GRAPHIC SCALING.

N

GRAPHIC SCALE
20 0 20
(IN FEET)
1 inch = 20 ft.

LEGEND

- BENCHMARK
- CMF — CONCRETE MONUMENT FOUND
- CRF — CAPPED ROD FOUND
- CRS — CAPPED ROD SET
- R/W — RIGHT-OF-WAY
- CENTERLINE
- EXIST. PROPERTY LINE
- PROPERTY LINE (ADJACENT)
- EXIST. EASEMENT LINE
- OHE — EXIST. OVERHEAD UTILITY AND UTILITY POLE
- GUY — EXIST. GUY WIRE AND UTILITY POLE
- W — EXIST. WATER LINE
- SSFM — EXIST. SANITARY SEWER FORCE MAIN
- G — EXIST. GAS LINE
- UGC — EXIST. UNDERGROUND CABLE LINE
- UGE — EXIST. UNDERGROUND ELECTRIC LINE
- SF — EXIST. SILT FENCE
- X — EXIST. WIRE FENCE LINE
- EXIST. FIRE
- 104 — EXIST. 1 FOOT CONTOUR
- 105 — EXIST. 5 FOOT CONTOUR
- 123.40 — EXIST. GRADE SPOT ELEVATION
- PP — EXIST. POWER POLE
- EXIST. ELECTRICAL METER
- EXIST. ELECTRICAL BOX
- EXIST. WATER METER
- EXIST. WATER VALVE
- EXIST. FIRE HYDRANT
- EXIST. SANITARY SEWER SERVICE
- EXIST. SANITARY SEWER MANHOLE
- EXIST. GAS VALVE
- EXIST. GAS LINE METER
- EXIST. GAS LINE MARKER
- EXIST. GAS LINE VENT
- C — EXIST. COMMUNICATIONS VAULT
- EXIST. COMMUNICATIONS MARKER
- EXIST. STORM SEWER MANHOLE
- EXIST. ASPHALT PAVING
- EXIST. CONCRETE
- EXIST. GRAVEL
- TO BE REMOVED
- TO BE REMOVED
- TO BE REMOVED

BENCHMARK INFORMATION:

TBM #BR8
CRS CONTROL
ELEV = 114.67

SURVEY PROVIDED BY:

Wattier Surveying, Inc.
Professional Land Surveyors
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

ALABAMA 811 Know what's below. Call before you dig.

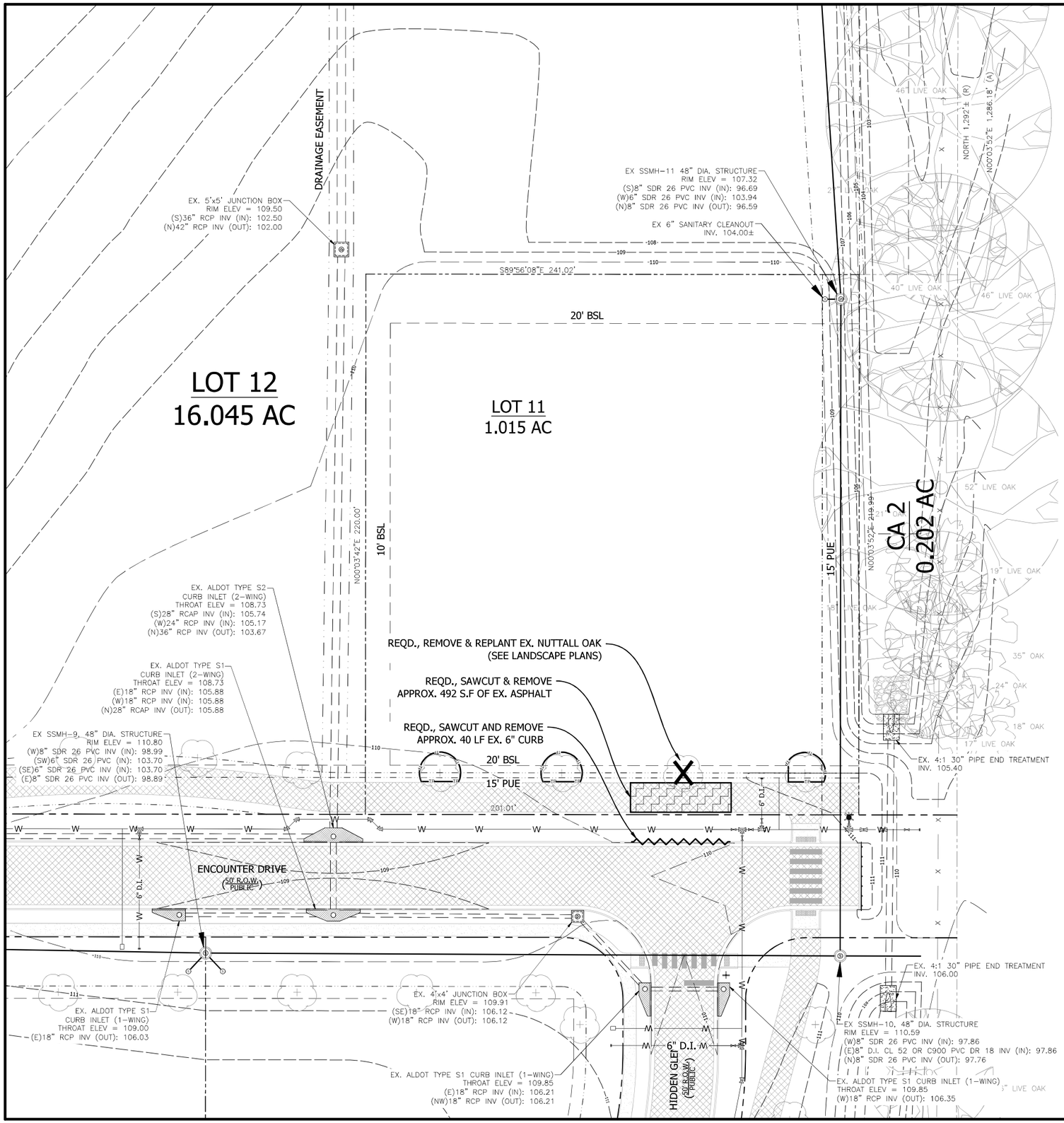
JADE CONSULTING
208 Grecno Rd. North, Ste. C
Fairhope, Alabama 36532
P.O. Box 1929
Fairhope, Alabama 36533
Phone: (251) 928-3443
jadengineers.com
(ALJ) CA-3157-E

ALABAMA LICENSED No. 37176 PROFESSIONAL ENGINEER J. WYATT MARCHMAN
9/23/24

NO.	REVISION	DATE	APPR.
1.	CITY SUBMITTAL	9/23/24	

EXISTING CONDITIONS/DEMOLITION PLAN
LOT 6
HOUSE RELOCATION
ENCOUNTER DEVELOPMENT, LLC

JOB NO:	23-1897.20
SCALE:	1" = 20'
DATE:	SEPT 2024
DRAFTER:	CBE
SHEET:	C1.0



NOTES:

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3. EROSION CONTROL DEVICES ARE TO BE INSTALLED PRIOR TO ANY CLEARING OR EARTHWORK OPERATIONS AND SHALL BE MAINTAINED THROUGHOUT CONSTRUCTION AND UNTIL PERMANENT GROUND COVER IS ESTABLISHED IN ALL DISTURBED AREAS.

DEMOLITION NOTE:

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FLOOD ZONE NOTE:

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N

GRAPHIC SCALE
20 0 20
(IN FEET)
1 inch = 20 ft.

LEGEND

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- EXIST. ELECTRICAL BOX
- EXIST. WATER METER
- EXIST. WATER VALVE
- EXIST. FIRE HYDRANT
- EXIST. SANITARY SEWER SERVICE
- EXIST. SANITARY SEWER MANHOLE
- EXIST. GAS VALVE
- EXIST. GAS LINE METER
- EXIST. GAS LINE MARKER
- EXIST. GAS LINE VENT
- EXIST. COMMUNICATIONS VAULT
- EXIST. COMMUNICATIONS MARKER
- EXIST. STORM SEWER MANHOLE
- EXIST. ASPHALT PAVING
- EXIST. CONCRETE
- EXIST. GRAVEL
- TO BE REMOVED
- TO BE REMOVED
- TO BE REMOVED
- TREE PROTECTION

BENCHMARK INFORMATION:

TBM #BR8
CRS CONTROL
ELEV = 114.67

SURVEY PROVIDED BY:

Wattier Surveying, Inc.
Professional Land Surveyors
4318 Downtowner Loop N., Suite H
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251-342-2640

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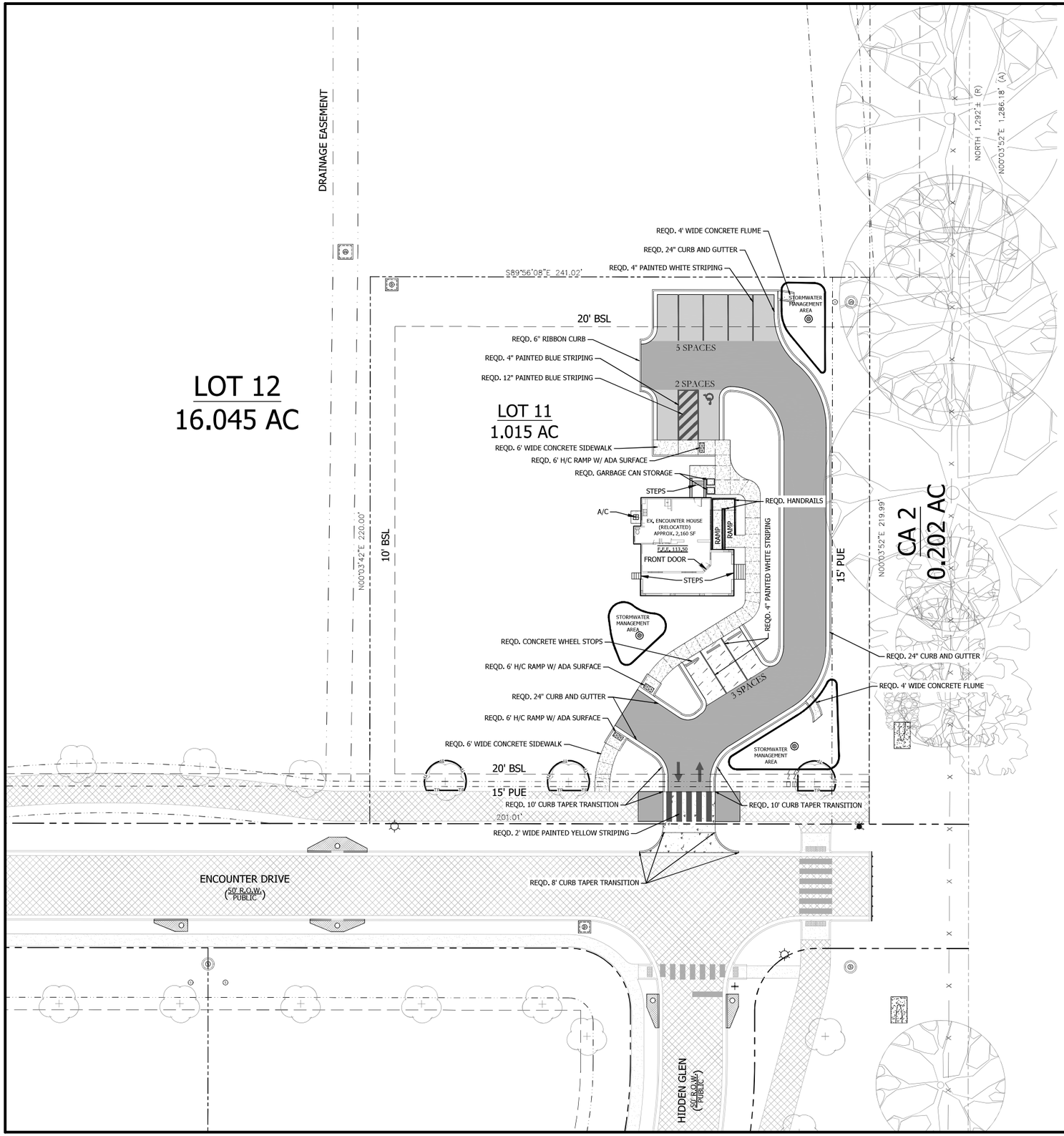
Fairhope, Alabama 36532
P.O. Box 1929
Fairhope, Alabama 36533
Phone: (251) 928-3443
jadengineers.com
(AL) CA-3157-E

ALABAMA LICENSED PROFESSIONAL ENGINEER
No. 37175
CHARLES BRYAN WYATT MARCHMAN
9/23/24

NO.	REVISION	DATE	APPR.
1.	CITY SUBMITTAL	9/23/24	

EXISTING CONDITIONS/DEMOLITION PLAN
LOT 11
HOUSE RELOCATION
ENCOUNTER DEVELOPMENT, LLC

JOB NO: 23-1897.20
SCALE: 1" = 20'
DATE: SEPT 2024
DRAFTER: CBE
SHEET: C1.1



NOTES TO CONTRACTOR:

1. EVERY EFFORT HAS BEEN MADE TO ENSURE THAT THE BUILDING INDICATED IN THESE DRAWINGS MATCHES THE ARCHITECTS LATEST BUILDING AND FOUNDATION PLAN. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONFIRM THE AGREEMENT BETWEEN THE BUILDING FOOT PRINT SHOWN IN THESE PLANS AND THE ARCHITECTS BUILDING FOOTPRINT AND FOUNDATION PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.

2. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ANY EXISTING SLOPES AND INFRASTRUCTURES ON THE SITE (I.E. PIPES, INLETS, ETC.).

3. CONTRACTOR TO VIDEO ALL EXISTING SEWER AND DRAIN LINES TO ENSURE THEY ARE CLEAR AND IN PROPER WORKING ORDER. PROVIDE VIDEO TO THE OWNER.

4. AFTER THE STORM DRAIN SYSTEM IS COMPLETED THE CONTRACTOR SHALL VIDEO THE SYSTEM AND SUBMIT VIDEO TO THE OWNER FOR REVIEW.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE SITE FOR THE DURATION OF THE PROJECT.

6. ALL EARTHWORK SHALL BE PERFORMED IN STRICT COMPLIANCE WITH GEOTECHNICAL RECOMMENDATIONS.

7. ALL CONDUIT LOCATIONS FOR POWER, TELEPHONE, AND CABLE SHALL BE COORDINATED WITH ARCHITECTURAL PLANS AND LOCAL UTILITY PROVIDERS.

N

GRAPHIC SCALE
20 0 20
(IN FEET)
1 inch = 20 ft.

SITE DATA TABLE

STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE LOT 11 - ENCOUNTER COMMERCIAL RETAIL CENTER SUBDIVISION		
EX. TAX PARCEL ID:	PORTION OF 05-46-01-02-0-000-001.510	
LOT SIZE:	APPROX. 1.015 ACRES	
EX. ZONING:	B-2 GENERAL BUSINESS DISTRICT	
BUILDING SETBACKS:		
FRONT:	20'-0"	
SIDE:	10'-0"	
REAR:	20'-0"	
GENERAL PARKING STANDARDS:		
	0-400 SF GFA = 4 SPACES + 400-5000 SF GFA = 1 SPACE/400 SF + OVER 5000 SF GFA = 1 SPACE/200 SF	400 SF GFA = 4 SPACES + 1760 SF / 400 SF = 4.4 SPACES 8.40 TOTAL SPACES
VEHICLE PARKING REQUIRED:	8.40 SPACES	
"NO USE SHALL PROVIDE MORE THAN 20% MORE THAN THE PARKING REQUIRED BY TABLE 4-3." 8.40 SPACES * 1.2 = 10.08 SPACES		
VEHICLE PARKING PROVIDED:	10 SPACES	
PROPOSED BUILDING & AREA COVERAGE CALCULATIONS:		
BUILDING HEIGHT:	±25'-0" (TWO STORIES)	
TOTAL GROSS FLOOR AREA:	2,160 SF	
BUILDING COVERAGE:	1,309 SF / 44,221 SF = ±3%	
IMPERVIOUS AREA:	12,033 = ±27% (EXCLUDING BUILDING)	
GREEN SPACE:	30,879 SF = ±70%	

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- CRS — CAPPED ROD SET
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- PROPERTY LINE (ADJACENT)
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PROPOSED JOINT LAYOUT:

- PROPOSED CONTRACTION/SAWCUT JOINT
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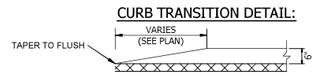
CURB TRANSITION DETAIL:



SPEED LIMIT 30

POSTED SPEED LIMIT
ENCOUNTER DRIVE, BUSHEL DRIVE, & HIDDEN GLEN
(R2-1)

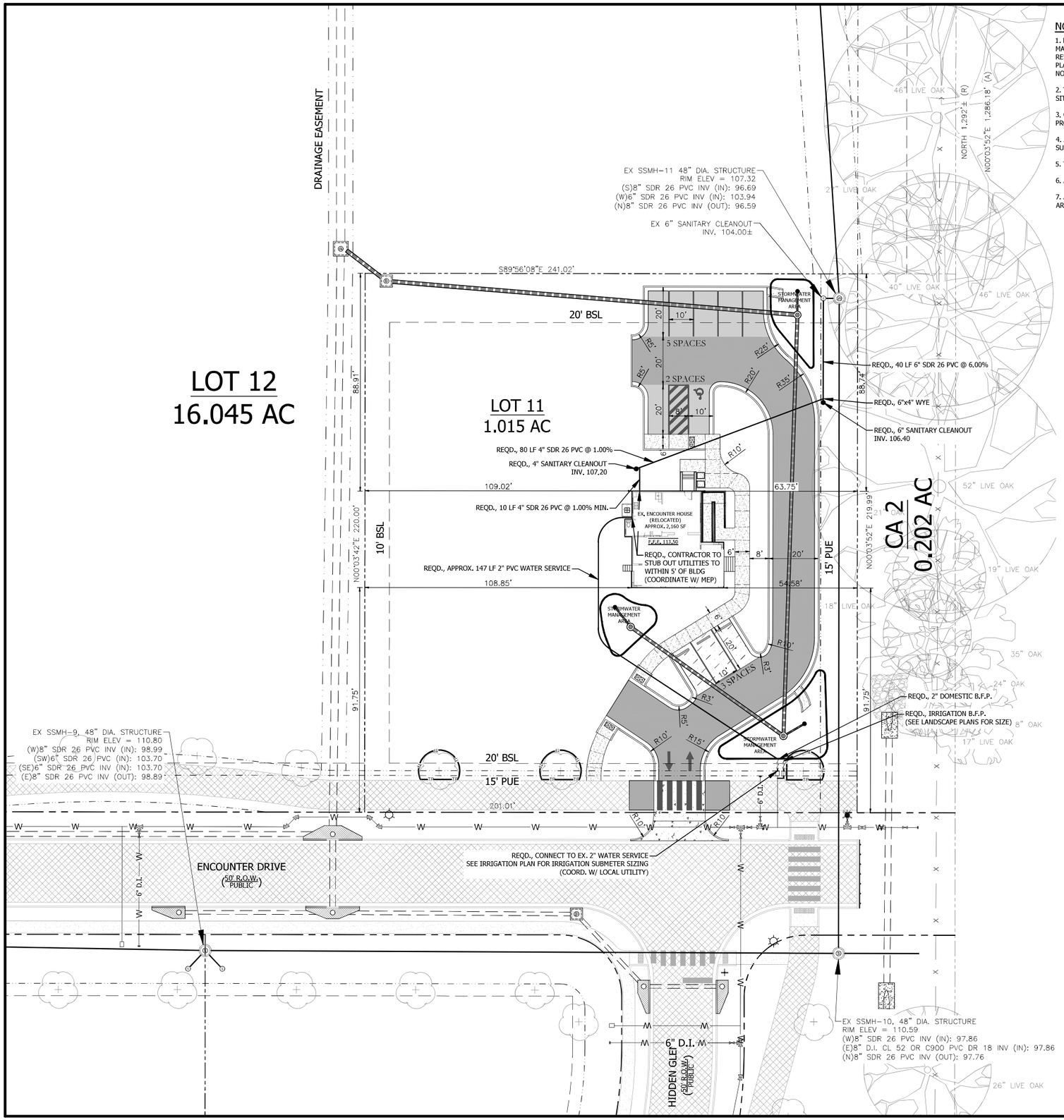
JADE CONSULTING
208 Greeno Rd. North, Ste. C
P.O. Box 1929
Fairhope, Alabama 36533
Phone: (251) 928-3443
jadengineers.com
(AL) CA-3157-E

ALABAMA LICENSED PROFESSIONAL ENGINEER No. 37176 J. WYATT MARCHMAN 9/23/24

NO.	REVISION	DATE	APPR.
1.	CITY SUBMITTAL	9/23/24	

SITE PLAN
HOUSE RELOCATION
ENCOUNTER DEVELOPMENT, LLC

JOB NO:	23-1897.20
SCALE:	1" = 20'
DATE:	SEPT 2024
DRAFTER:	CBE
SHEET:	C2.0



NOTES TO CONTRACTOR:

1. EVERY EFFORT HAS BEEN MADE TO ENSURE THAT THE BUILDING INDICATED IN THESE DRAWINGS MATCHES THE ARCHITECTS LATEST BUILDING AND FOUNDATION PLAN. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO CONFIRM THE AGREEMENT BETWEEN THE BUILDING FOOT PRINT SHOWN IN THESE PLANS AND THE ARCHITECTS BUILDING FOOTPRINT AND FOUNDATION PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.

2. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ANY EXISTING SLOPES AND INFRASTRUCTURES ON THE SITE (I.E. PIPES, INLETS, ETC.).

3. CONTRACTOR TO VIDEO ALL EXISTING SEWER AND DRAIN LINES TO ENSURE THEY ARE CLEAR AND IN PROPER WORKING ORDER. PROVIDE VIDEO TO THE OWNER.

4. AFTER THE STORM DRAIN SYSTEM IS COMPLETED THE CONTRACTOR SHALL VIDEO THE SYSTEM AND SUBMIT VIDEO TO THE OWNER FOR REVIEW.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO THE SITE FOR THE DURATION OF THE PROJECT.

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7. ALL CONDUIT LOCATIONS FOR POWER, TELEPHONE, AND CABLE SHALL BE COORDINATED WITH ARCHITECTURAL PLANS AND LOCAL UTILITY PROVIDERS.

N

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(IN FEET)
1 inch = 20 ft.

LEGEND

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- PROPOSED HEAVY DUTY CONCRETE (BROOM FINISH)

EXISTING UTILITIES DISCLAIMER:

EXISTING UTILITIES INDICATED ON THESE PLANS ARE BASED ON AVAILABLE INFORMATION. CONTRACTOR IS REQUIRED TO VERIFY LOCATION, BURY DEPTH, SIZE AND MATERIAL TYPE PRIOR TO ANY UTILITY IMPROVEMENTS. THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY OF ANY DISCREPANCIES THAT ARE FOUND.

UTILITY NOTE:

CONTRACTOR TO STUB OUT UTILITIES TO WITHIN 5' OF BUILDING.
COORDINATE WITH PLUMBING PLANS FOR CONNECTION.

DIMENSION NOTE:

DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.

PROPOSED JOINT LAYOUT:

- PROPOSED CONTRACTION/SAWCUT JOINT
- PROPOSED EXPANSION JOINT

UTILITY INFORMATION

CONTRACTOR SHALL HAVE ALL EXISTING BURIED UTILITIES "LINE SPOTTED" BY CALLING 1-800-292-8925 (ALABAMA ONE-CALL) OR BY CONTACTING LOCAL UTILITY COMPANIES

WATER/SEWER/GAS:	FAIRHOPE PUBLIC UTILITIES 555 S SECTION ST, FAIRHOPE, AL 36532 JASON LANGLEY (WATER/SEWER), JEREMY LITTLE (GAS) (251) 928-2136
ELECTRICAL:	RIVIERA UTILITIES 413 E LAUREL AVE, FOLEY, AL 36536 SCOTT SLIGH (251) 943-5001
TELEPHONE:	AT&T - BELLSOUTH TELECOMMUNICATIONS, LLC 2155 OLD SHELL RD, MOBILE, AL 36607 WADE MITCHELL (251) 471-8361

ALABAMA 811 Know what's below. Call before you dig.

SURVEY PROVIDED BY:

Wattier Surveying, Inc.
Professional Land Surveyors
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

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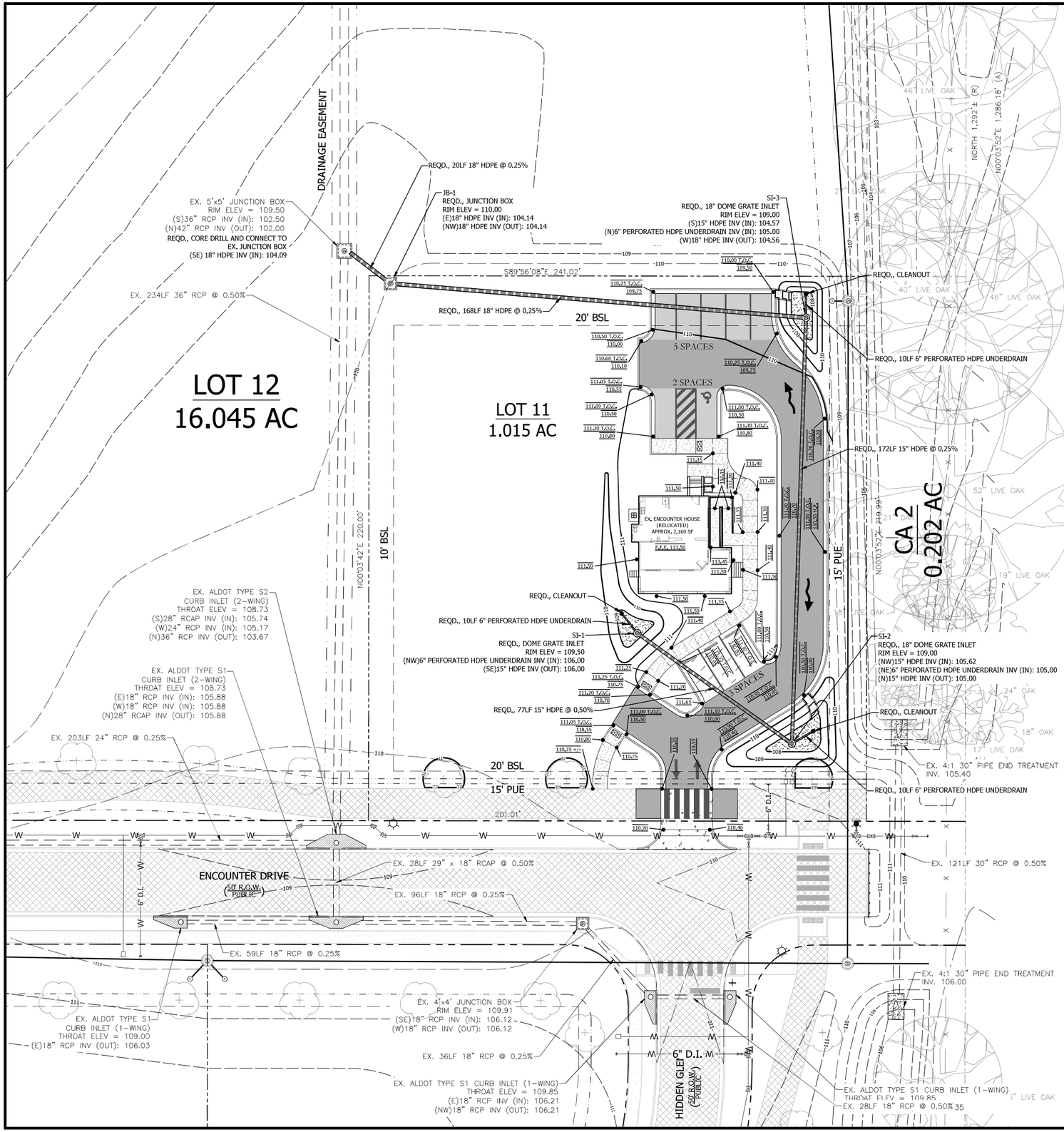
ALABAMA LICENSED No. 37176 PROFESSIONAL ENGINEER CHRISTOPHER WYATT MARCHINO 9/23/24

NO.	REVISION	DATE	APPR.
1.	CITY SUBMITTAL	9/23/24	

GEOMENTRIC LAYOUT AND UTILITY PLAN
HOUSE RELOCATION
ENCOUNTER DEVELOPMENT, LLC

JOB NO: 23-1897.20
SCALE: 1" = 20'
DATE: SEPT 2024
DRAFTER: CBE
SHEET: C3.0



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3. CONTRACTOR TO VIDEO ALL EXISTING SEWER AND DRAIN LINES TO ENSURE THEY ARE CLEAR AND IN PROPER WORKING ORDER. PROVIDE VIDEO TO THE OWNER.

4. AFTER THE STORM DRAIN SYSTEM IS COMPLETED THE CONTRACTOR SHALL VIDEO THE SYSTEM AND SUBMIT VIDEO TO THE OWNER FOR REVIEW.

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7. ALL CONDUIT LOCATIONS FOR POWER, TELEPHONE, AND CABLE SHALL BE COORDINATED WITH ARCHITECTURAL PLANS AND LOCAL UTILITY PROVIDERS.

DRAINAGE NOTE:

1. FOR ALL CURB INLETS, THE THROAT ELEVATION CALLED OUT ON THE PLANS IS THE ACTUAL GUTTER FLOW LINE ELEVATION.

2. MANHOLE STEPS SHALL BE PROVIDED FOR ALL STRUCTURES OVER 4' DEEP. STEPS MUST BE EASILY ACCESSIBLE FROM MANHOLE ACCESS.

3. CONTRACTOR SHALL PROVIDE AS-BUILT SURVEY OF ALL STORM NETWORK STRUCTURE ELEVATIONS AND PIPE INVERTS.

AS BUILT/RECORD DRAWINGS:

1. CONTRACTOR SHALL PROVIDE ENGINEER OF RECORD TWO SIGNED AND SEALED COPIES OF AS-BUILT DRAWINGS OF ALL FINISHED IMPROVEMENTS. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS OF ALL FINISHED IMPROVEMENTS IN PDF AND DWG FORMAT.

2. AS-BUILT DRAWINGS TO BE PERFORMED AND CERTIFIED BY AN ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR.

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   A. DETAIL OF THE POND CONTROL STRUCTURE INCLUDING STRUCTURE TYPE, STRUCTURE SIZE, INVERT OF ALL PIPES, ORIFICES, WEIRS AND THE INVERT CONNECTIONS AT OFF-SITE CONVEYANCE SYSTEMS, GRATES AND SKIMMERS.

   B. POND CONSTRUCTION DETAILS SHOWING THE POND TOPOGRAPHY, TOP OF THE POND BERM/WALL AND POND BOTTOM ELEVATIONS AND THE LOCATION OF SAND FILTERS.

   C. SHOW ENTIRE STORM WATER CONVEYANCE SYSTEM INCLUDING THE SIZE TYPE AND INVERT OF ALL PIPES, CHANNELS, ROOF DRAIN SYSTEMS, STRUCTURES, CURBING AND SPOT SHOT ELEVATIONS IN VEHICLE USE AREAS. DRAINAGE STRUCTURES SHALL INCLUDE "X" AND "Y" COORDINATES.

   D.SHOW ALL TRAFFIC CONTROL DEVICES INCLUDING SIGNS, SIGNALS, PARKING STRIPING AND PAVEMENT MARKINGS.

   E. DELINEATE CONSERVATION AND DRAINAGE EASEMENT BOUNDARIES AND LABEL WITH THE "OR" BOOK AND PAGE NUMBER.D

   F. ANY ADDITIONAL ITEMS REQUIRED BY PERMITTING JURISDICTION.

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SURVEY PROVIDED BY:

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Professional Land Surveyors
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251-342-2640

JADE CONSULTING
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Fairhope, Alabama 36532
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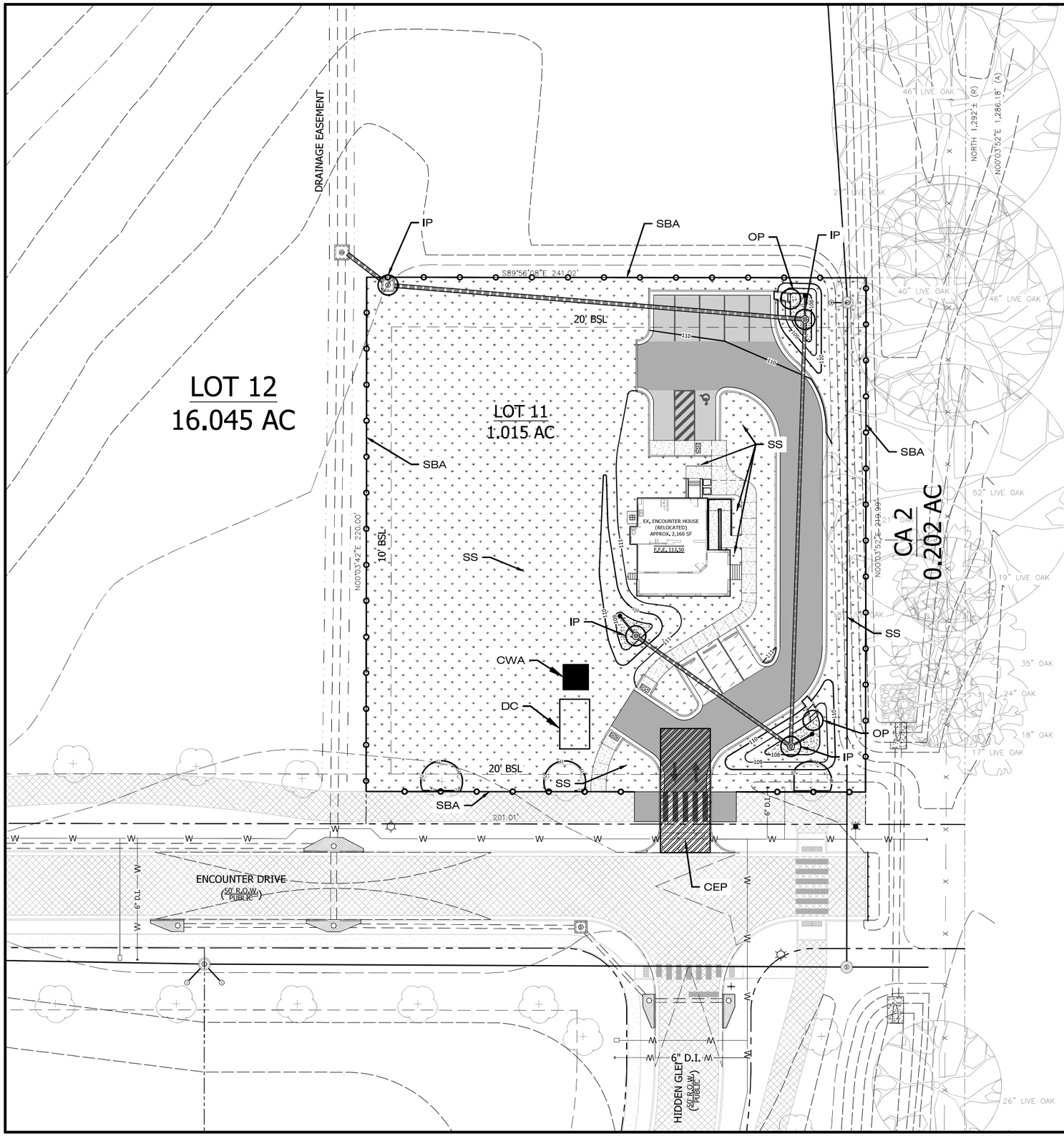
Fairhope, Alabama 36533
Phone: (251) 928-3443
jadengineers.com
(AL) CA-3157-E

ALABAMA LICENSED No. 37175 PROFESSIONAL ENGINEER MATTHEW WYATT MARCHMAN
9/23/24

NO.	REVISION	DATE	APPR.
1.	CITY SUBMITTAL	9/23/24	

GRADING AND DRAINAGE PLAN
HOUSE RELOCATION
ENCOUNTER DEVELOPMENT, LLC

JOB NO:	23-1897.20
SCALE:	1" = 20'
DATE:	SEPT 2024
DRAFTER:	CBE
SHEET:	C4.0



EROSION CONTROL NOTES:

1. ALL EROSION CONTROL MEASURES ARE TO BE INSTALLED AND MAINTAINED IN ACCORDANCE WITH THE LATEST ADEM STANDARDS.

2. ALL AREAS LEFT UNATTENDED FOR LONGER THAN 13 DAYS SHALL BE COVERED WITH SEASONAL TEMPORARY SEEDING AND MULCHING.

3. ALL SLOPES SHALL BE TRACKED PERPENDICULAR TO THE SLOPE.

4. NO WORK SHALL COMMENCE UNTIL ALL APPLICABLE EROSION CONTROL MEASURES HAVE BEEN INSTALLED, INSPECTED BY THE PROJECT ENGINEER, AND APPROVED.

5. STORMWATER DETENTION POND OR SEDIMENT BASIN SHALL BE CONSTRUCTED, INSPECTED, AND APPROVED PRIOR TO WORK ON ANY OTHER TASK, UNLESS OTHERWISE APPROVED BY THE PROJECT ENGINEER.

6. ALL DISTURBED AREAS WILL BE PROPERLY STABILIZED. CONTRACTOR TO COORDINATE WITH LANDSCAPE PLAN FOR FINAL PLANTING REQUIREMENTS.

7. 4" MIN TOPSOIL TO BE SPREAD ACROSS DISTURBED SURFACES ONCE FINAL GRADING HAS BEEN ESTABLISHED. CONTRACTOR TO PROVIDE SEED/SOD AS PER EROSION CONTROL PLAN AND STABILIZE DISTURBED AREAS PER ADEM REQUIREMENTS.

8. BMP'S SHALL BE CLEANED OUT WHEN THEY REACH ½ FULL.

9. INACTIVE PROJECTS (MORE THAN 7 DAYS) SHALL BE MULCHED IF INACTIVE FOR LESS THAN 60 DAYS. IF PROJECT TO REMAIN INACTIVE FOR MORE THAN 60 DAYS, PROJECT SHALL BE SEEDED AND MULCHED.

10. CONTRACTOR SHALL USE ALL MEANS NECESSARY TO MINIMIZE DUST GENERATION DUE TO CONSTRUCTION ACTIVITIES.

CONSTRUCTION PHASE SEQUENCE:

PHASE ONE

- INSTALL CONSTRUCTION ENTRANCE/EXIT
- CLEAR AREA REQUIRED FOR SILT FENCE PLACEMENT
- INSTALL SILT FENCE (SBA)

PHASE TWO

- WATTLES, INLET, AND OUTLET PROTECTION TO BE INSTALLED

PHASE THREE

- DEMOLITION AND REMOVAL OF DEMO DEBRIS
- CLEAR/GRUB REMAINING SITE AREAS

PHASE FOUR

- INSTALL STORM DRAINAGE MEASURES
- GRADE SITE TO ROUGH GRADES

PHASE FIVE

- CONSTRUCT UTILITIES (WATER, SEWER)

PHASE SIX

- CONSTRUCT ROADS (PAVING, CURB AND GUTTER, SIDEWALKS)

PHASE SEVEN

- STABILIZE DISTURBED AREAS WITH SOLID SOD
- INSTALL PERMANENT LANDSCAPING

PHASE EIGHT

- REMOVE BMP MEASURES
- REMOVE CAPTURED SEDIMENT FROM BMP AREAS AND CONVERT TO PERMANENT FUNCTIONING STRUCTURES

PHASE NINE

- REMOVE SILT FENCE
- PROJECT COMPLETE, FINAL INSPECTION, FILE NOTICE OF TERMINATION

SITE CONSTRUCTION DEBRIS DISPOSAL NOTE:

A DUMPSTER OF SUITABLE SIZE SHALL BE ON-SITE DURING ALL PHASES OF CONSTRUCTION ACTIVITIES AND EMPTIED AT A SUITABLE PERMITTED DISPOSAL SITE AND REPLACED AS NEEDED THROUGHOUT THE DURATION OF THE PROJECT. ALL DISPOSAL SHALL MEET ALL LOCAL, STATE, AND FEDERAL CODES AND REGULATIONS.

RAINFALL INSPECTION NOTE:

ALL EROSION CONTROLS SHALL BE INSPECTED BY A QUALIFIED PERSON WITHIN 24 HOURS OF A RAINFALL EVENT OF 3/4 INCH OR GREATER AND REPAIRED AS NEEDED.

N

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EROSION CONTROL LEGEND

- IP - INLET PROTECTION
- OP - OUTLET PROTECTION
- DC - DEBRIS CONTAINMENT
- CWA - CONCRETE WASHOUT AREA
- SBA - SEDIMENT BARRIER (SILT FENCE, TYPE A)
- TP - TREE PROTECTION
- CEP - CONSTRUCTION EXIT PAD
- SS - SOLID SOD/SEED AND MULCH ALL AREAS REQD TO BE PROPERLY STABILIZED

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ALABAMA LICENSED PROFESSIONAL ENGINEER No. 37176 WYATT MARCHMAN
9/23/24

NO.	REVISION	DATE	APPR.
1.	CITY SUBMITTAL	9/23/24	

EROSION CONTROL PLAN
HOUSE RELOCATION
ENCOUNTER DEVELOPMENT, LLC

JOB NO:	23-1897.20
SCALE:	1" = 20'
DATE:	SEPT 2024
DRAFTER:	CBE
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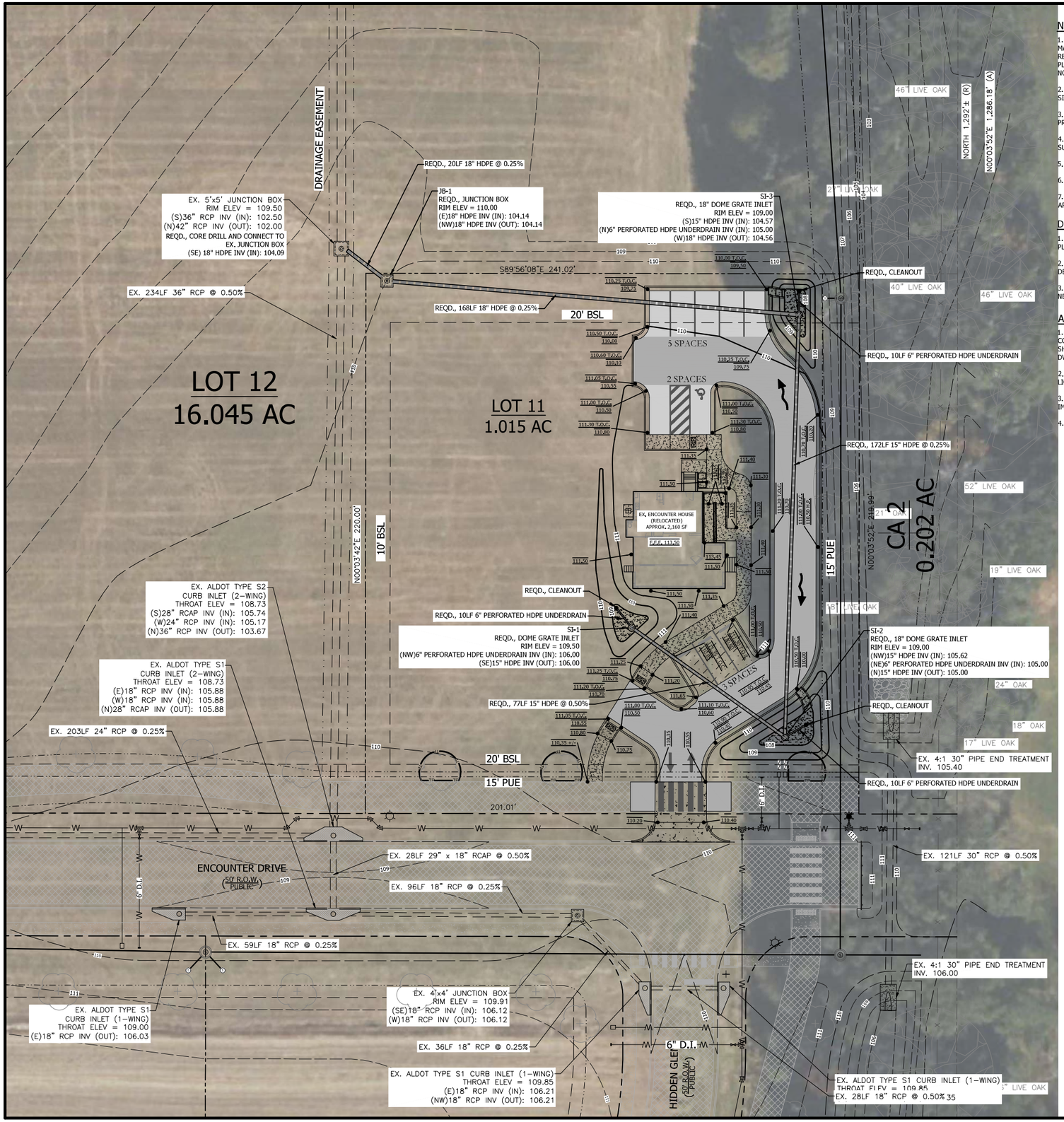

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   A. DETAIL OF THE POND CONTROL STRUCTURE INCLUDING STRUCTURE TYPE, STRUCTURE SIZE, INVERT OF ALL PIPES, ORIFICES, WEIRS AND THE INVERT CONNECTIONS AT OFF-SITE CONVEYANCE SYSTEMS, GRATES AND SKIMMERS.

   B. POND CONSTRUCTION DETAILS SHOWING THE POND TOPOGRAPHY, TOP OF THE POND BERM/WALL AND POND BOTTOM ELEVATIONS AND THE LOCATION OF SAND FILTERS.

   C. SHOW ENTIRE STORM WATER CONVEYANCE SYSTEM INCLUDING THE SIZE TYPE AND INVERT OF ALL PIPES, CHANNELS, ROOF DRAIN SYSTEMS, STRUCTURES, CURBING AND SPOT SHOT ELEVATIONS IN VEHICLE USE AREAS. DRAINAGE STRUCTURES SHALL INCLUDE "X" AND "Y" COORDINATES.

   D.SHOW ALL TRAFFIC CONTROL DEVICES INCLUDING SIGNS, SIGNALS, PARKING STRIPING AND PAVEMENT MARKINGS.

   E. DELINEATE CONSERVATION AND DRAINAGE EASEMENT BOUNDARIES AND LABEL WITH THE "OR" BOOK AND PAGE NUMBER.Ð

   F. ANY ADDITIONAL ITEMS REQUIRED BY PERMITTING JURISDICTION.

N

GRAPHIC SCALE
20 0 20
(IN FEET)
1 inch = 20 ft.

LEGEND

- BENCHMARK
- CMF — CONCRETE MONUMENT FOUND
- CRF — CAPPED ROD FOUND
- CRS — CAPPED ROD SET
- ROW — RIGHT-OF-WAY
- CENTERLINE
- EXIST. PROPERTY LINE
- PROPERTY LINE (ADJACENT)
- EXIST. EASEMENT LINE
- OHE — EXIST. OVERHEAD UTILITY AND UTILITY POLE
- GUY — EXIST. GUY WIRE AND UTILITY POLE
- W — EXIST. WATER LINE
- SSFM — EXIST. SANITARY SEWER FORCE MAIN
- G — EXIST. GAS LINE
- UGC — EXIST. UNDERGROUND CABLE LINE
- UGE — EXIST. UNDERGROUND ELECTRIC LINE
- SF — EXIST. SILT FENCE
- X — EXIST. WIRE FENCE LINE
- EXIST. PIPE
- PROPOSED PROPERTY LINE
- PROPOSED EASEMENT LINE
- PROPOSED SETBACK LINE
- PROPOSED 24" CONCRETE CURB & GUTTER
- PROPOSED 6" CONCRETE CURB
- EXIST. POWER POLE
- EXIST. ELECTRICAL METER
- EXIST. LIGHT POLE
- EXIST. ELECTRICAL BOX
- EXIST. WATER METER
- EXIST. WATER VALVE
- EXIST. FIRE HYDRANT
- EXIST. SANITARY SEWER SERVICE
- EXIST. SANITARY SEWER MANHOLE
- EXIST. GAS VALVE
- EXIST. GAS LINE METER
- EXIST. GAS LINE MARKER
- EXIST. GAS LINE VENT
- EXIST. COMMUNICATIONS VAULT
- EXIST. COMMUNICATIONS MARKER
- EXIST. STORM SEWER MANHOLE
- EXIST. ASPHALT PAVING
- EXIST. CONCRETE
- PROPOSED STANDARD DUTY ASPHALT
- PROPOSED MEDIUM DUTY ASPHALT
- PROPOSED PERVIOUS CONCRETE
- PROPOSED LIGHT DUTY CONCRETE (BROOM FINISH)
- PROPOSED HEAVY DUTY CONCRETE (BROOM FINISH)
- PROPOSED 36" SAND FILTER
- EXIST. 1 FOOT CONTOUR
- EXIST. 5 FOOT CONTOUR
- EXIST. GRADE SPOT ELEVATION
- PROPOSED 1 FOOT CONTOUR
- PROPOSED 5 FOOT CONTOUR
- 114.50 T.O.C./G. — FINISHED GRADE ELEVATION (TOP OF CURB)
- 114.00 — FINISHED GRADE ELEVATION
- DRAINAGE DIRECTION

SURVEY PROVIDED BY:

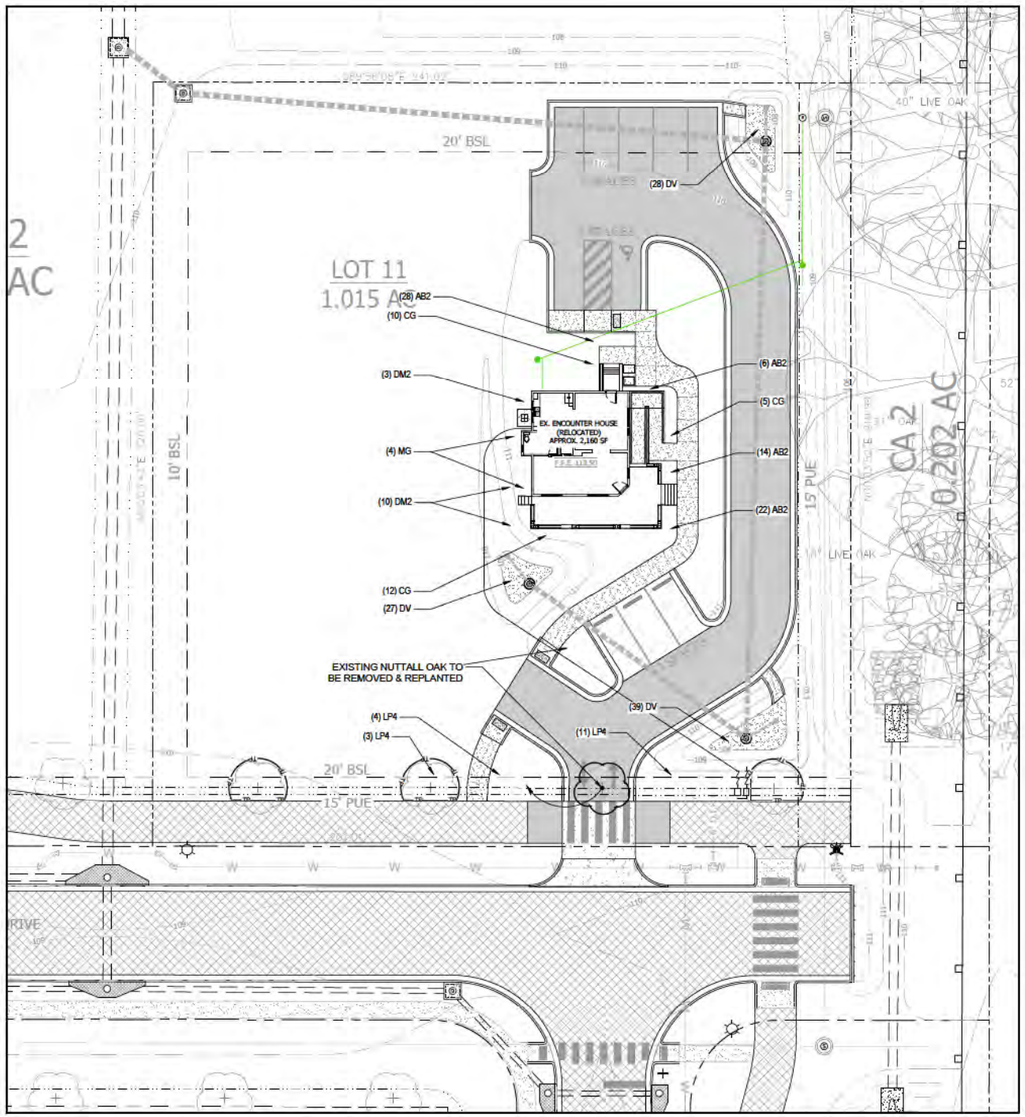
Wattier Surveying, Inc.
Professional Land Surveyors
4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609
251-342-2640

JADE CONSULTING
208 Greene Rd. North, Ste. C
Fairhope, Alabama 36532
P.O. Box 1929
Fairhope, Alabama 36533
Phone: (251) 928-3443
jadengineers.com
(AL) CA-3157-E

NO.	REVISION	DATE	APPR.
1.	CITY SUBMITTAL	9/23/24	

AERIAL GRADING AND DRAINAGE PLAN
HOUSE RELOCATION
ENCOUNTER DEVELOPMENT, LLC

JOB NO:	23-1897.20
SCALE:	1" = 20'
DATE:	SEPT 2024
DRAFTER:	CBE
SHEET:	

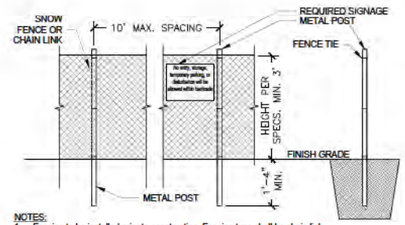


1 TREE PRESERVATION & REMOVAL PLAN
Scale: 1"= 20'

TREE PRESERVATION CREDITS - Sec. 20.5-4 (13)

Total Trees To Be Preserved: 4 Trees
Total Tree Credits Earned: 0 Credits

DBH	GENUS	SPECIES	COMMON NAME	QTY	CREDITS PER TREE	TOTAL CREDITS
2"	Quercus	Nuttallii	Nuttall Oak	4	0	0



NOTES:
1. Fencing to be installed prior to construction. Fencing type shall be chain link.
2. The fence shall be erected w/ a min. distance of 20' from the trunks of heritage trees & 10' from all other retained trees. If installing underground utilities near tree roots becomes a hardship, a soil auger shall be used to tunnel under tree roots.
3. All roots to be removed during site clearing &/or construction shall be severed cleanly at the perimeter of the protected radius.
4. Footers for walls shall end at the point where large roots are encountered, and the roots shall be bridged. Post holes and trenches located close to retained trees shall be adjusted to avoid damage to major roots.
5. Fencing cannot be removed until land alteration, site clearing, and construction activities are complete.

2 TREE PROTECTION FENCE - FAIRHOPE
1/2" = 1'-0" 329343.06-05

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A Landscape Development Plan for
Encounter House
Fairhope, Alabama

Revisions

No.	Date	Revisions / Submissions
	09.24.24	CITY SUBMITTAL
	10.15.24	CITY RE-SUBMITTAL

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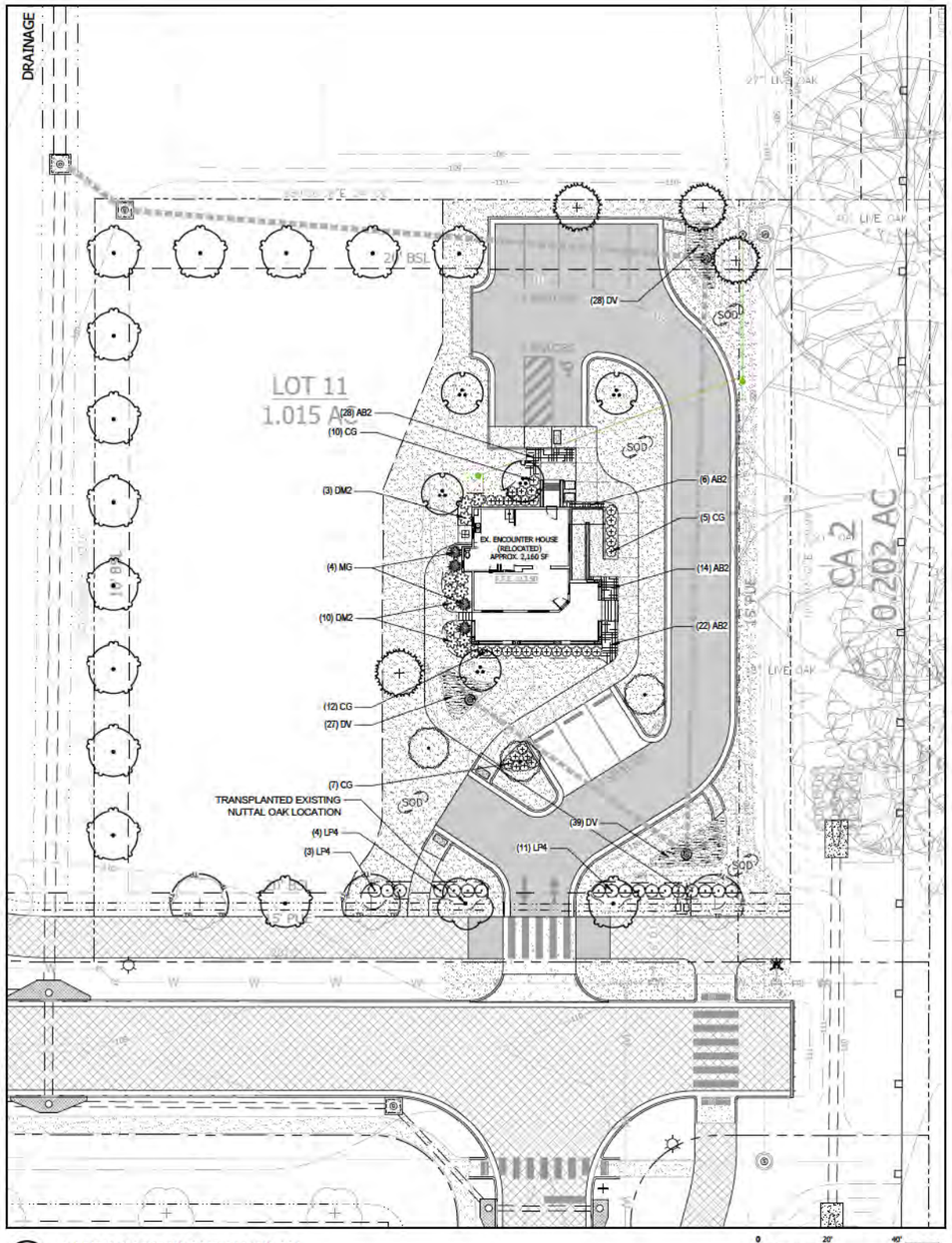
Drawn
VTW
Project Manager
LCW
Principal
243483-002
Project No.
09.22.24
Date

Registration
STATE OF ALABAMA
LESTER CHAD WATKINS
NUMBER 518
REGISTERED LANDSCAPE ARCHITECT

Sheet Title
TREE PRESERVATION & REMOVAL PLAN

Sheet No.
TP200



1 LANDSCAPE PLANTING PLAN
Scale: 1"= 20'

IRRIGATION NOTE:
ALL LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM THAT SHALL PROVIDE 100% HEAD-TO-HEAD COVERAGE.

800-292-8525
#DIG (Cellular)
Dig Safely. Alabama 1 Call

QUANTITY TAKEOFF DISCLAIMER:

QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

Lanscape Adjacent to Public R.O.W. Requirements - Sec. 20.5-4 (4)

Required: 48" high visual screen between vehicle use area & public R.O.W.

Provided: 48" high visual screen between vehicle use area & public R.O.W.

PERIMETER REQUIREMENTS - Sec. 20.5-4 (5)

Road Frontage Overstory Trees

1 tree per 30 LF ROW @ 180.0 LF = 6.00 trees

Required Frontage Overstory Trees: 6 trees

Provided Frontage Overstory Trees: 6 trees

Remaining Outside Lot Perimeter

West Property Line

1 tree per 30 LF Perimeter @ 220.0 LF = 7.33 trees

Required Trees: 8 trees

Provided Trees: 8 trees

North Property Line

1 tree per 30 LF Perimeter @ 201.0 LF = 6.70 trees

Required Trees: 7 trees

Provided Trees: 7 trees

East Property Line

1 tree per 30 LF Perimeter @ 220.0 LF = 7.33 trees

Required Trees: 8 trees

Provided Trees: *8 trees

*Due to existing utility easement, trees have been placed around other areas of the site

Parking Area

1 tree per 12 spaces @ 10 spaces = 0.83 trees

Required Parking Trees: 1 trees

Provided Parking Trees: 1 trees

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	REMARKS
TREES								
	LN	3	LAGERSTROEMIA INDICA 'NATCHEZ'	'NATCHEZ' CRAPE MYRTLE	30 GAL		6'-10'	MINIMUM 3 TRUNKS; FULL HEAD
	MA	5	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	30 GAL		10'-12'	3 TRUNKS; FULL HEAD
	QN	14	QUERCUS NUTTALLII	NUTTALL OAK	B&B OR CONT	2"CAL	10'	FULL HEAD, SPECIMEN QUALITY
	PC	4	TAXODIUM ASCENDENS	POND CYPRESS	B&B OR CONT	2"CAL	10'	FULL HEAD, SPECIMEN QUALITY

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	W	SPACING	REMARKS
SHRUBS									
	CG	34	CAMELLIA SASANQUA 'SHISHI GASHIRA'	SHISHI GASHIRA CAMELLIA	3 GAL			36" o.c.	
	DM2	13	DISTYLIUM 'VINTAGE JADE'	VINTAGE JADE DISTYLIUM	3 GAL			48" o.c.	
	LP4	18	LOROPETALUM CHINENSIS 'CAROLINA MIDNIGHT'	CAROLINA MIDNIGHT LOROPETALUM	7 GAL			48" o.c.	FULL
GRASSES									
	MG	4	MISCANTHUS SINENSIS 'ADAGIO'	ADAGIO MAIDEN GRASS	3 GAL			48" o.c.	

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	NATIVE	SPACING	REMARKS
GROUND COVERS									
	AB2	70	AGAPANTHUS AFRICANUS 'BLUE'	BLUE LILY OF THE NILE	1 GAL@			18" o.c.	
	DV	94	DIETES VEGETA	WHITE AFRICAN IRIS	1 GAL@			24" o.c.	
SOD/SEED									
	SOD	9,764 SF	CYNODON DACTYLON 'TIFWAY 419'	TIFWAY 419 BERMUDA GRASS	SOD				

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A Landscape Development Plan for
Encounter House
Fairhope, Alabama

Revisions

No.	Date	Revisions / Submissions
	09.24.24	CITY SUBMITTAL
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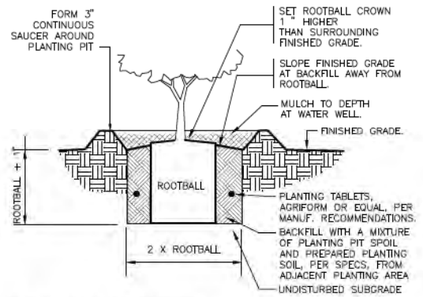
BC Drawn
VTW Project Manager
LCW Principal
243483-002 Project No.
09.22.24 Date

Registration
STATE OF ALABAMA LESTER CHAD WILLIAMS NUMBER 518 REGISTERED LANDSCAPE ARCHITECT

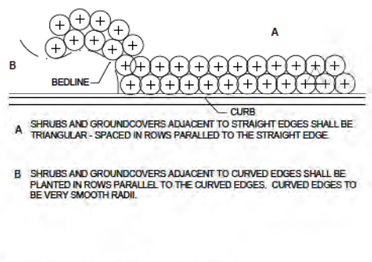
Sheet Title
LANDSCAPE PLANTING PLAN

Sheet No.
LP200



1 SHRUB PLANTING

1" = 1'-0" 329333.13-01

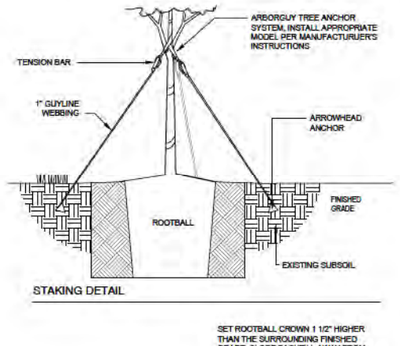


A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR - SPACED IN ROWS PARALLED TO THE STRAIGHT EDGE.

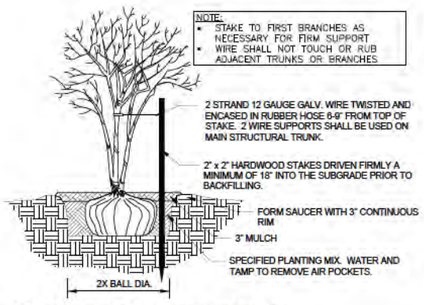
B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.

2 TYPICAL PLANT SPACING

NOT TO SCALE 329399-04

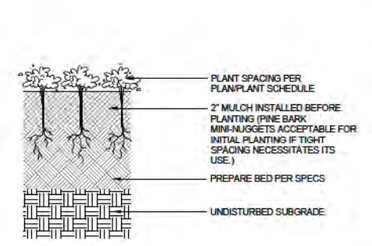


STAKING DETAIL



3 MULTI-TRUNK TREE STAKING

1/2" = 1'-0" 329343-01



4 GROUNDCOVER PLANTING

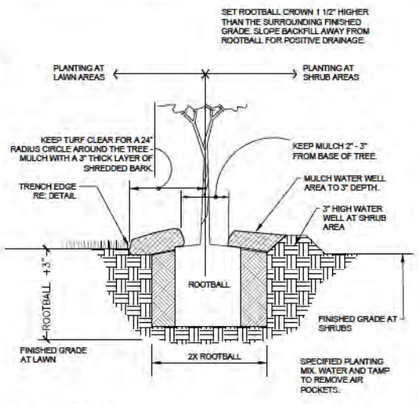
3" = 1'-0" 329313-01

GENERAL CONDITIONS

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF LANDSCAPE MATERIAL AT ALL TIMES. LANDSCAPE CONTRACTOR TO COORDINATE SAFE STAGING AREA WITH GENERAL CONTRACTOR AND/OR OWNER.
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL, INCLUDING GRASS, FOR 365 CONSECUTIVE CALENDAR DAYS FROM SUBSTANTIAL COMPLETION OF THE WORK, AS DETERMINED BY THE PROJECT LANDSCAPE ARCHITECT.
- ALL AREAS IMPACTED NEGATIVELY BY CONSTRUCTION PROCESSES SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER PRIOR TO SUBSTANTIAL COMPLETION.

LANDSCAPE AREA SOIL PREPARATION

- SOIL SHALL BE AMENDED BY THE ADDITION OF COMPOST AND FERTILIZER. COMPOST TYPE SHALL BE MUSHROOM COMPOST OR DECOMPOSED PINE BARK, AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE. COMPOST SHALL BE UNIFORMLY APPLIED OVER PLANTING BEDS AT AN AVERAGE DEPTH OF 2 INCHES AND OVER SOD AREAS AT AN AVERAGE DEPTH OF 3/4 INCH.
- INCORPORATE COMPOST UNIFORMLY IN PLANTING BEDS TO A DEPTH OF 6 INCHES AND IN SOD AREAS TO A DEPTH OF 3 INCHES USING A ROTARY TILLER OR OTHER APPROPRIATE EQUIPMENT. PRE-PLANT FERTILIZER AND PH ADJUSTING AGENTS (E.G., LIME AND SULFUR) MAY BE APPLIED IN CONJUNCTION WITH COMPOST INCORPORATION, AS NECESSARY.
- RAKE SOIL SURFACE SMOOTH PRIOR TO PLANTING.
- REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- WATER THOROUGHLY AFTER PLANTING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 3% POSITIVE DRAINAGE IN ALL PLANTING BEDS. ANY OTHER PROPOSED DRAINAGE METHODS SHALL BE COORDINATED WITH PLANTING EFFORTS TO MINIMIZE CONFLICTS AND MAINTAIN PROPER FUNCTION OF DRAINAGE SYSTEMS.



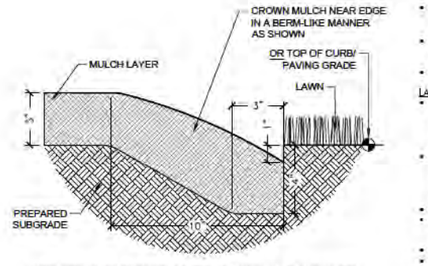
PLANT PIT DETAIL

5 TREE PLANTING - GUY STRAP

1" = 1'-0" 328343.26-02

PLANT MATERIAL AND PLANTING

- PLANT QUANTITIES ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR, AND ARE NOT ABSOLUTE. CONTRACTOR SHALL VERIFY PLANT COUNT FROM PLAN AND REPORT DIFFERENCES.
- ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REFUSAL BY THE OWNER OR LANDSCAPE ARCHITECT AT THE JOB SITE.
- PLANTS SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS AND DISEASES. PLANTS SHALL EQUAL OR SURPASS QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARDS FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC.
- UNLESS NOTED SPECIFICALLY, ALL PLANT MATERIAL SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN.
- FRONT ROW OF SHRUBS SHALL BE PLANTED FROM CENTER OF PLANT A MINIMUM OF 24" BEHIND BED LINE @ LAWNS OR WALKS AND A MINIMUM OF 36" BACK OF CURB @ PARKING SPACES.
- NO PRUNING SHOULD BE PERFORMED DURING FIRST GROWING SEASON EXCEPT FOR REMOVING DAMAGED OF DEAD GROWTH. WOUND PAINT IS NOT RECOMMENDED FOR ANY CUTS.
- ALL PLANTING AREAS, TREE PITS, AND OTHER AREAS INDICATED ON PLANS SHALL BE MULCHED WITH A SETTLED LAYER OF THE INDICATED MULCH:
  - ☐ 3" DEPTH PINE BARK
  - ☐ 4" DEPTH SHREDDED HARDWOOD MULCH
  - ☒ 3" DEPTH LONGLEAF PINESTRAW, SETTLED
- TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING AREAS AND LAWN, UNLESS NOTED OTHERWISE.
- TREE STAKING SHALL BE PROVIDED TO KEEP TREES PLUMB AND PROTECTED FROM EXCESSIVE WINDS. ALL TREE-STAKING APPARATUS SHALL BE REMOVED AT THE END OF THE ONE-YEAR WARRANTY PERIOD.
- ONE YEAR OF LANDSCAPE MAINTENANCE FROM SUBSTANTIAL COMPLETION SHALL BE INCLUDED AS AN OPTIONAL BID ITEM TO THE OWNER.



NOTE: TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING BED AREAS AND ADJACENT TURF AREAS, UNLESS NOTED OTHERWISE.

6 TRENCH EDGE

3" = 1'-0" 329413.23-02

7 GENERAL PLANTING NOTES

1" = 1" 329399-05

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A Landscape Development Plan for
Encounter House
Fairhope, Alabama

Revisions

No.	Date	Revisions / Submissions
	09.24.24	CITY SUBMITTAL
	10.15.24	CITY RE-SUBMITTAL

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Drawn
VTW
Project Manager
LCW
Principal
243483-002
Project No.
09.22.24
Date

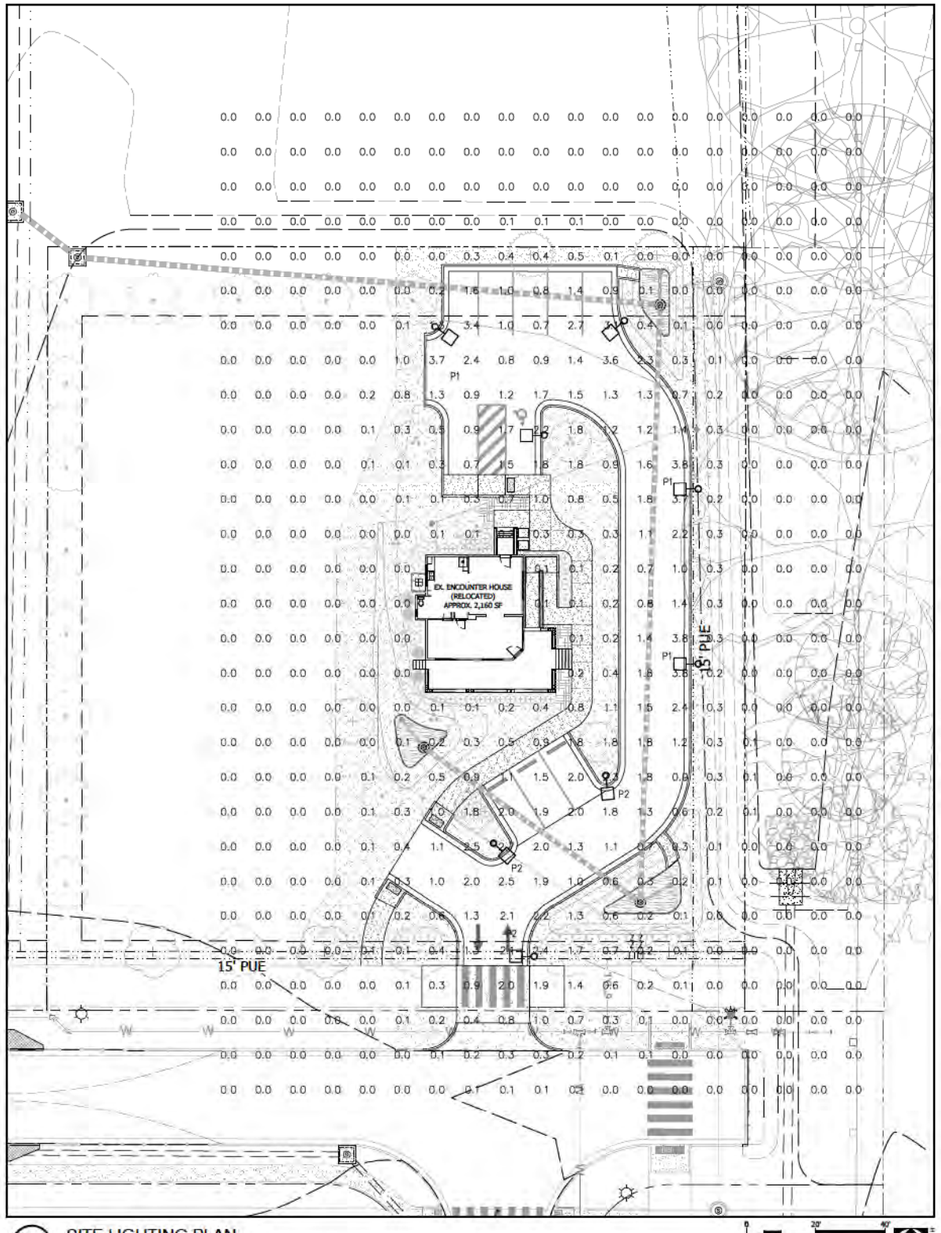
Registration
STATE OF ALABAMA · LESTER CHAD WILLIAMS · NUMBER 518 · REGISTERED LANDSCAPE ARCHITECT

Sheet Title

LANDSCAPE PLANTING DETAILS

Sheet No.

LP500



1 SITE LIGHTING PLAN
Scale: 1" = 20'

PARKING LOT PHOTOMETRIC SCHEDULE

AVERAGE FOOT-CANDLES	1.68
MAXIMUM FOOT-CANDLES	3.8
MINIMUM FOOT-CANDLES	0.7
MAXIMUM TO MINIMUM FC RATIO	5.74
AVERAGE TO MINIMUM FC RATIO	2.55

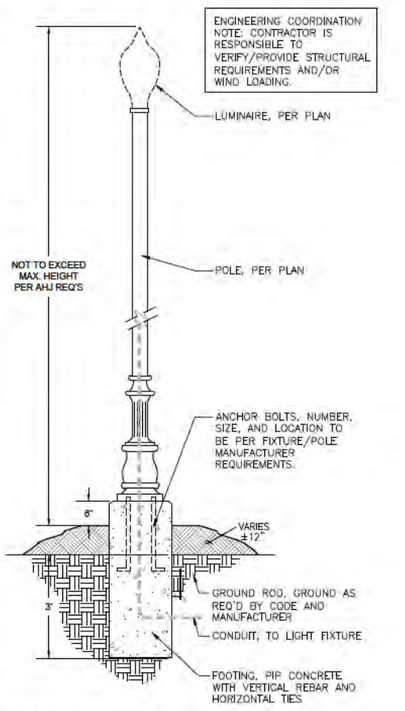
GENERAL LIGHTING NOTES

- ALL SITE LIGHT POLE FIXTURES ARE MODELED AT A 9'-6" MOUNTING HEIGHT. ALL PORTIONS OF THE LIGHT POLE AND FIXTURE SHALL NOT EXCEED 10' OVERALL HEIGHT PER CITY REQUIREMENTS.

LUMINAIRE SCHEDULE

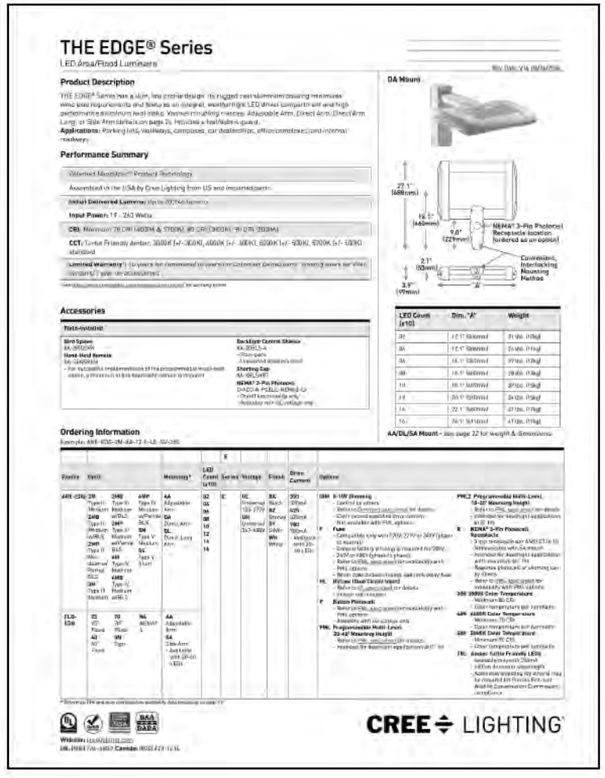
CALLOUT	SYMBOL	DESCRIPTION	MOUNTING	NOTE 3	QUANTITY	MOUNTING HEIGHT	LUMENS / LAMP
P1		Type III Medium w/ BLS, 20 LEDs, 525mA, 3000K	POLE	Cree-RESTL, 12/29/2016, Measurement orientation: base up, Serial Number: PL01023-001, 120.14 Vac, 101W, TEST PROCEDURE: IESNA-LM-79-08, TEST DISTANCE = 29.36 Feet, Philips LED-INTA-0530C-28000, 7602.1	4	9'-6"	2064
P2		Type V Medium, 20 LEDs, 525mA, 3000K	POLE	Cree-RESTL, 9/6/2016, Measurement orientation: base up, Serial Number: PL09285-001, 120.10 Vac, 134W, TEST PROCEDURE: IESNA-LM-79-08, TEST DISTANCE = 29.36 Feet, Philips LED-INTA-0700C-21000, 13136.0	4	9'-6"	3096

ENGINEERING COORDINATION NOTE: CONTRACTOR IS RESPONSIBLE TO VERIFY/PROVIDE STRUCTURAL REQUIREMENTS AND/OR WIND LOADING.



2 STREET LIGHT DETAIL
1/2" = 1'-0"

265613-01



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BLH Drawn
VTW Project Manager
LCW Principal
243483-002 Project No.
09.22.24 Date

Registration

Sheet Title

SITE LIGHTING PLAN

Sheet No.

LE100

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DAVID WILSON
Vice Chairman
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911 TELECOMMUNICATOR CIRCLE, ROBERTSDALE, ALABAMA 36567

Subdivision: The Encounter

Subdivision location: northeast corner of State Highway 104 @ State Highway 181

Requested by: Sherry Ruth - Jade Engineers

Email: sruth@jadengineers.com Phone: 251-928-3443

Reservation valid through: 3/28/2025

We have approved the following road names for the development listed above. The road names are reserved for one year (365 days) from the date of this letter. If the road name changes in any way from what is listed on this confirmation letter, please contact our office for approval. If you find that you need these road names reserved beyond one year, you must contact us requesting as such or the road names will be automatically released and labeled "available for use".

PreMod	PreDir	PreType	PreSep	Street Name	PosTyp	PosDir	PosMod
				BUSHEL	DRIVE		
				ENCOUNTER	DRIVE		
				HIDDEN	GLEN		

Please feel free to contact our office with any questions or concerns.

Signed: *Samantha Roberts* Date: 3/28/2024

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

December 19, 2022

Jade Consulting, LLC
208 North Green Rd, Suite C
Fairhope, AL 36532

RE: Proposed Commercial Development at AL Hwy 181 & AL Hwy 104

Water, Sewer and Gas are available with Fairhope Public Utilities. Aid to construction will be determined upon approval of the final utility plans.

Jason Langley
Water/Wastewater Superintendent

Jeremy Little
Gas Superintendent

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

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

RIVIERA UTILITIES

413 East Laurel Avenue - Foley, AL 36535
Phone (251) 943-5001

12/16/2022

Sherry Ruth
JADE Consulting, LLC
208 North Greeno Road, Suite C
Fairhope, AL 36532

RE: WAWA Food Mart – State Highway 181 and 104

This letter is to confirm that based on the site plan received; Riviera Utilities is able to provide electric service to the proposed WAWA Food Mart – State Highway 181 and 104 in Fairhope, AL.

Riviera Utilities requires a 10' easement along all side property lines and a 15' easement along all front and rear property lines. Please ensure all property plats reflect the easements.

Upon final design, Riviera Utilities will provide estimates for service fees and system installation requirements to meet all Riviera specifications. Please contact the following Riviera employees concerning costs and requirements.

Name	Department	Email
Scott Sligh	Electric	ssligh@rivierautilities.com

If you have any questions or comments, contact Riviera Utilities at 251-943-5001.

Thank you,

James Wallace

AT&T Alabama
2155 Old Shell Rd
Mobile, AL 36607
www.att.com

T: 251.471.8361
F: 251.471.0410
w.mitchell@att.com

December 16, 2022

Sherry Ruth
Jade Consulting, LLC

RE: Service Availability – WAWA Food Mart – State Hwy 181 & AL Hwy 104

Dear Ms. Ruth,

This letter is in response to your request for information on the availability of service at the above location by AT&T.

This letter acknowledges that the above referenced property is located in an area served by AT&T. Any service arrangements for this location will be subject to later discussions and agreements between the developer and AT&T. Please be advised that this letter is not a commitment by AT&T to provide service to this location.

Please contact me at the phone number included in this letter with any questions.

Thank you for contacting AT&T.

Sincerely,

Wade Mitchell
Manager, OSP Planning and Design
AT&T Alabama
2155 Old Shell Rd
Mobile, Alabama 36607
Gulf District/ Mobile Office

Proud Sponsor of the U.S. Olympic Team

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with *Code of Alabama*, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

   Encounter Development, LLC

2. **A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.**

3. The name of the registered agent (only one agent): Corporation Service Company

   Street (**no PO Boxes**) address of registered office (must be located in Alabama):

   22148 State Hwy. 181 Fairhope, AL 36526

   *COUNTY of above address: BALDWIN

   Mailing address in Alabama of registered office (if different from street address):

   641 South Lawrence Street Montgomery, AL 36104 MONTGOMERY

4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama
Sec. Of State

001-015-602 DLL

Date	04/20/2022
Time	12:48:00
File	$100.00
County	$100.00
Total	$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

   ○ Series LLC complying with Title 10A, Chapter 5A, Article 11

   ○ Professional LLC complying with Title 10A, Chapter 5A, Article 8

   ○ Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12
   The undersigned specify 4 / 20 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 0 : 46 ○ AM or ◉ PM. (cannot be noon or midnight – 12:00)

☐ Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

4 / 20 / 2022
Date (MM/DD/YYYY)

Clyde E. Ellis
Signature as required by 10A-5A-2.04

Organizer
Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

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

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

Encounter Development, LLC

This name reservation is for the exclusive use of Kenneth M. Kleban, 1189 Post Road, Suite 3B, Fairfield, CT 06824 for a period of one year beginning April 20, 2022 and expiring April 20, 2023

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

April 20, 2022

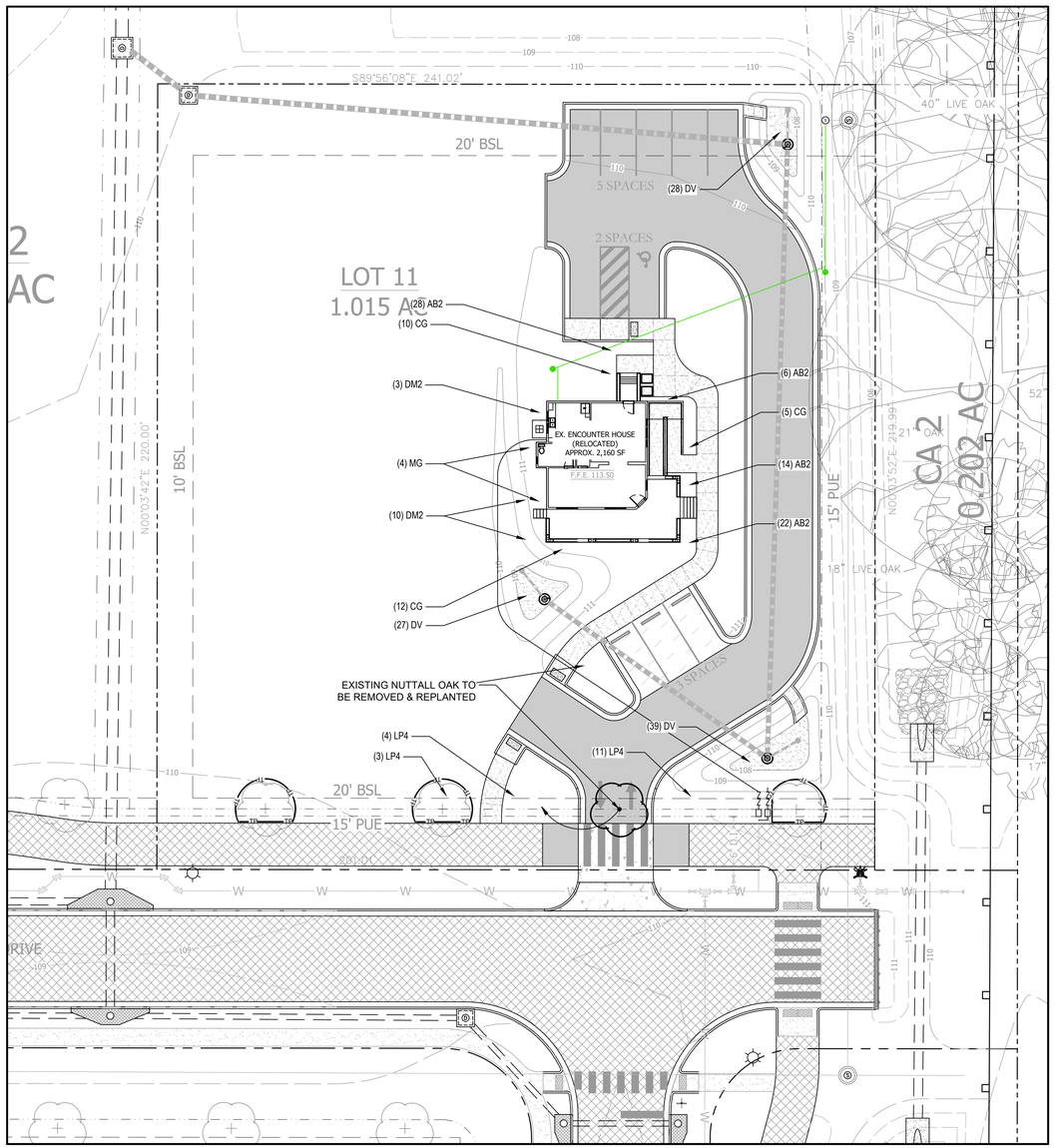
Date

J. H. Merrill

John H. Merrill **Secretary of State**

RES017924

Exhibit A



1 TREE PRESERVATION & REMOVAL PLAN

Scale: 1"= 20'

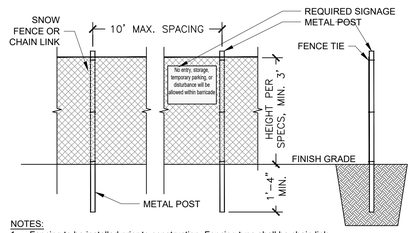
0 20' 40'

TREE PRESERVATION CREDITS - Sec. 20.5-4 (13)

Total Trees To Be Preserved: **4 Trees**

Total Tree Credits Earned: **0 Credits**

DBH	GENUS	SPECIES	COMMON NAME	QTY	CREDITS PER TREE	TOTAL CREDITS
2"	Quercus	Nuttallii	Nuttal Oak	4	0	0



NOTES:
1. Fencing to be installed prior to construction. Fencing type shall be chain link.
2. The fence shall be erected w/ a min. distance of 20' from the trunks of heritage trees & 10' from all other retained trees. If installing underground utilities near tree roots becomes a hardship, a soil auger shall be used to tunnel under tree roots.
3. All roots to be removed during site clearing &/or construction shall be severed cleanly at the perimeter of the protected radius.
4. Footers for walls shall end at the point where large roots are encountered, and the roots shall be bridged. Post holes and trenches located close to retained trees shall be adjusted to avoid damage to major roots.
5. Fencing cannot be removed until land alteration, site clearing, and construction activities are complete.

2 TREE PROTECTION FENCE - FAIRHOPE

1/2" = 1'-0" 329343.06-05

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landscape architecture
land planning
placemaking
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Mobile, Alabama
P. 251.344.4023
Jackson, Mississippi
P. 601.790.0781
Pensacola, Florida
P. 850.203.4252
www.was-design.com

NOT FOR CONSTRUCTION

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

A Landscape Development Plan for
Encounter House
Fairhope, Alabama

Revisions

No.	Date	Revisions / Submissions
	09.24.24	CITY SUBMITTAL
	10.15.24	CITY RE-SUBMITTAL

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BC
Drawn

VTW
Project Manager

LCW
Principal

243483-002
Project No.

09.22.24
Date

Registration

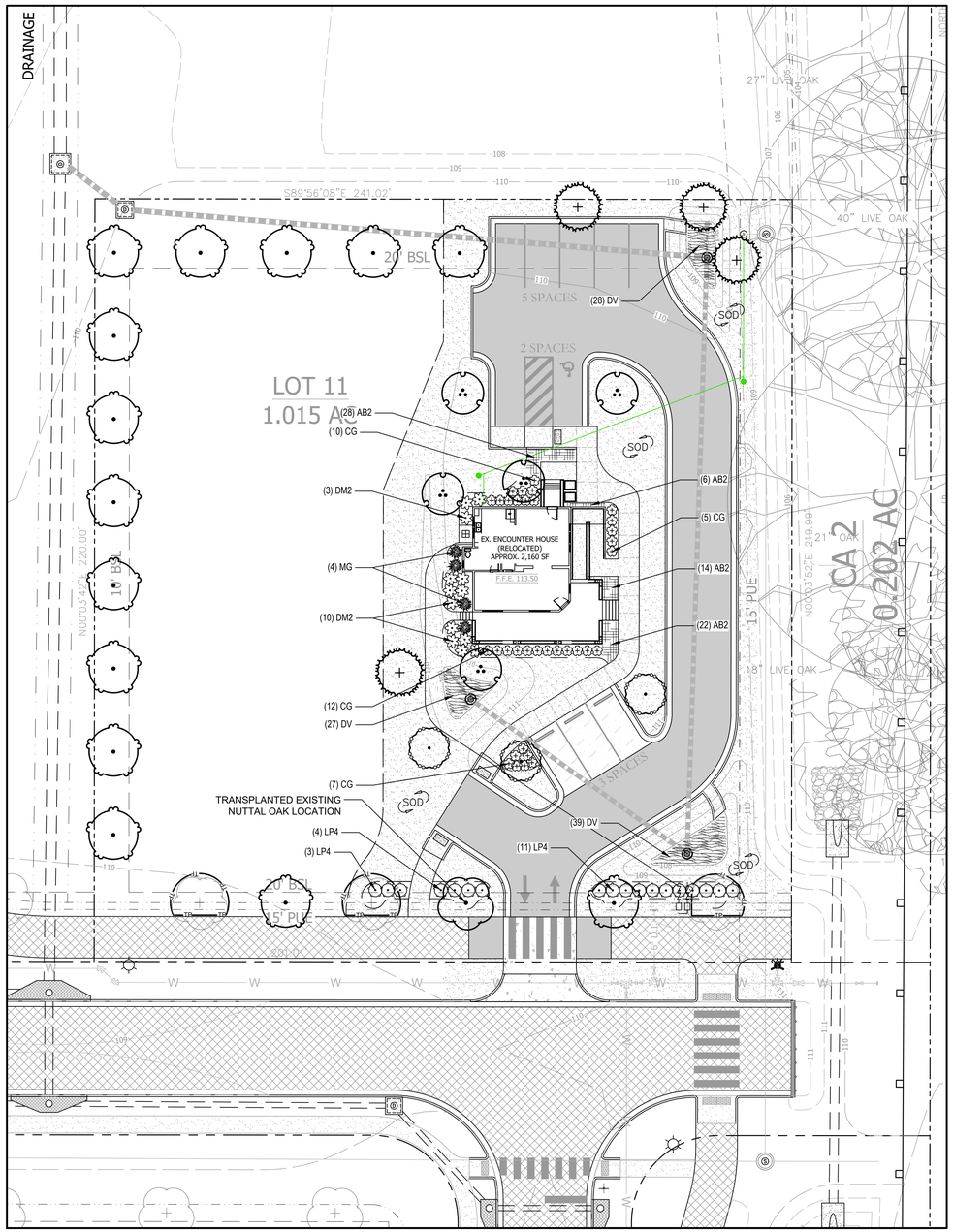
STATE OF ALABAMA
LESTER CHAD WATKINS
NUMBER 518
REGISTERED LANDSCAPE ARCHITECT

Sheet Title

TREE PRESERVATION & REMOVAL PLAN

Sheet No.

TP200



1 LANDSCAPE PLANTING PLAN
Scale: 1"= 20'

IRRIGATION NOTE:
ALL LANDSCAPE AREAS SHALL HAVE AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM THAT SHALL PROVIDE 100% HEAD-TO-HEAD COVERAGE.

800-292-8525
#DIG (Cellular)
Dig Safely. Alabama 1 Call

QUANTITY TAKEOFF DISCLAIMER:

QUANTITIES NOTED ON PLANS ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR FOR BID PURPOSES ONLY. CONTRACTOR SHALL VERIFY ALL QUANTITIES AND REPORT ANY DISCREPANCIES TO THE LANDSCAPE ARCHITECT.

Lanscape Adjacent to Public R.O.W. Requirements - Sec. 20.5-4 (4)

Required: 48" high visual screen between vehicle use area & public R.O.W.

Provided: 48" high visual screen between vehicle use area & public R.O.W.

PERIMETER REQUIREMENTS - Sec. 20.5-4 (5)

Road Frontage Overstory Trees

1 tree per 30 LF ROW @ 180.0 LF = 6.00 trees

Required Frontage Overstory Trees: 6 trees

Provided Frontage Overstory Trees: 6 trees

Remaining Outside Lot Perimeter

West Property Line

1 tree per 30 LF Perimeter @ 220.0 LF = 7.33 trees

Required Trees: 8 trees

Provided Trees: 8 trees

North Property Line

1 tree per 30 LF Perimeter @ 201.0 LF = 6.70 trees

Required Trees: 7 trees

Provided Trees: 7 trees

East Property Line

1 tree per 30 LF Perimeter @ 220.0 LF = 7.33 trees

Required Trees: 8 trees

Provided Trees: *8 trees

*Due to existing utility easement, trees have been placed around other areas of the site

Parking Area

1 tree per 12 spaces @ 10 spaces = 0.83 trees

Required Parking Trees: 1 trees

Provided Parking Trees: 1 trees

PLANT SCHEDULE

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	HT	REMARKS
TREES								
	LN	3	LAGERSTROEMIA INDICA `NATCHEZ`	`NATCHEZ` CRAPE MYRTLE	30 GAL		8'-10'	MINIMUM 3 TRUNKS; FULL HEAD
	MA	5	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	30 GAL		10'-12'	3 TRUNKS; FULL HEAD
	QN	14	QUERCUS NUTTALLII	NUTTALL OAK	B&B OR CONT	2"CAL	10`	FULL HEAD, SPECIMEN QUALITY
	PC	4	TAXODIUM ASCENDENS	POND CYPRESS	B&B OR CONT	2"CAL	10`	FULL HEAD, SPECIMEN QUALITY

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	W	SPACING	REMARKS
SHRUBS									
	CG	34	CAMELLIA SASANQUA `SHISHI GASHIRA`	SHISHI GASHIRA CAMELLIA	3 GAL			36" o.c.	
	DM2	13	DISTYLIUM 'VINTAGE JADE'	VINTAGE JADE DISTYLIUM	3 GAL			48" o.c.	
	LP4	18	LOROPETALUM CHINENSIS `CAROLINA MIDNIGHT`	CAROLINA MIDNIGHT LOROPETALUM	7 GAL			48" o.c.	FULL
GRASSES									
	MG	4	MISCANTHUS SINENSIS `ADAGIO`	ADAGIO MAIDEN GRASS	3 GAL			48" o.c.	

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	HT	NATIVE	SPACING	REMARKS
GROUND COVERS									
	AB2	70	AGAPANTHUS AFRICANUS `BLUE`	BLUE LILY OF THE NILE	1 GAL@			18" o.c.	
	DV	94	DIETES VEGETA	WHITE AFRICAN IRIS	1 GAL@			24" o.c.	
SOD/SEED									
	SOD	9,764 SF	CYNODON DACTYLON `TIFWAY 419`	TIFWAY 419 BERMUDA GRASS	SOD				

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Jackson, Mississippi P. 601.790.0781
Pensacola, Florida P. 850.203.4252
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STATE OF ALABAMA
LESTER CHAD WARREN
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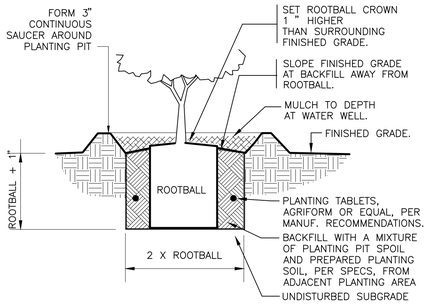
REGISTERED LANDSCAPE ARCHITECT

Sheet Title

LANDSCAPE PLANTING PLAN

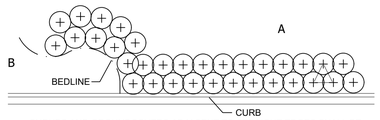
Sheet No.

LP200



1 SHRUB PLANTING

1" = 1'-0" 329333.13-01

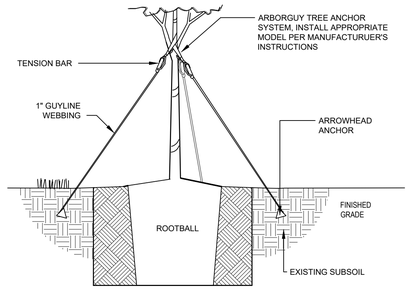


A SHRUBS AND GROUNDCOVERS ADJACENT TO STRAIGHT EDGES SHALL BE TRIANGULAR - SPACED IN ROWS PARALLED TO THE STRAIGHT EDGE.

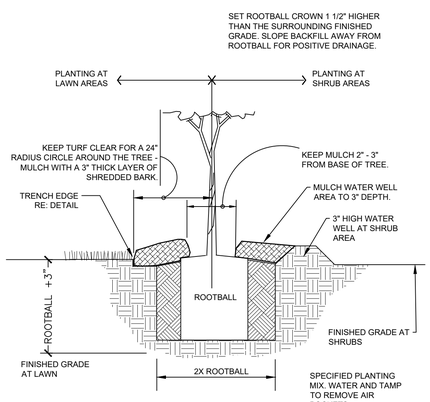
B SHRUBS AND GROUNDCOVERS ADJACENT TO CURVED EDGES SHALL BE PLANTED IN ROWS PARALLEL TO THE CURVED EDGES. CURVED EDGES TO BE VERY SMOOTH RADII.

2 TYPICAL PLANT SPACING

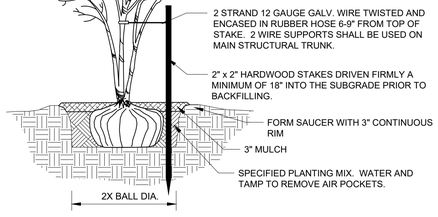
NOT TO SCALE 329399-04



STAKING DETAIL

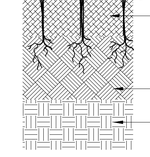


PLANT PIT DETAIL



3 MULTI-TRUNK TREE STAKING

1/2" = 1'-0" 329343-01



4 GROUNDCOVER PLANTING

3" = 1'-0" 329313-01

GENERAL CONDITIONS

- CONTRACTOR SHALL BE RESPONSIBLE FOR THE SITE INSPECTION PRIOR TO LANDSCAPE CONSTRUCTION AND INSTALLATION IN ORDER TO ACQUAINT HIMSELF WITH EXISTING CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL EXISTING UNDERGROUND UTILITIES BEFORE BEGINNING CONSTRUCTION.
- CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF LANDSCAPE MATERIAL AT ALL TIMES. LANDSCAPE CONTRACTOR TO COORDINATE SAFE STAGING AREA WITH GENERAL CONTRACTOR AND/OR OWNER.
- CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL, INCLUDING GRASS, FOR 365 CONSECUTIVE CALENDAR DAYS FROM SUBSTANTIAL COMPLETION OF THE WORK, AS DETERMINED BY THE PROJECT LANDSCAPE ARCHITECT.
- ALL AREAS IMPACTED NEGATIVELY BY CONSTRUCTION PROCESSES SHALL BE RETURNED TO ORIGINAL CONDITION OR BETTER PRIOR TO SUBSTANTIAL COMPLETION.

LANDSCAPE AREA SOIL PREPARATION

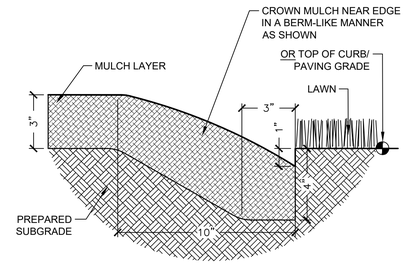
- SOIL SHALL BE AMENDED BY THE ADDITION OF COMPOST AND FERTILIZER. COMPOST TYPE SHALL BE MUSHROOM COMPOST OR DECOMPOSED PINE BARK, AND SHALL BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PURCHASE. COMPOST SHALL BE UNIFORMLY APPLIED OVER PLANTING BEDS AT AN AVERAGE DEPTH OF 2 INCHES AND OVER SOD AREAS AT AN AVERAGE DEPTH OF 3/4 INCH.
- INCORPORATE COMPOST UNIFORMLY IN PLANTING BEDS TO A DEPTH OF 6 INCHES AND IN SOD AREAS TO A DEPTH OF 3 INCHES USING A ROTARY TILLER OR OTHER APPROPRIATE EQUIPMENT. PRE-PLANT FERTILIZER AND PH ADJUSTING AGENTS (E.G., LIME AND SULFUR) MAY BE APPLIED IN CONJUNCTION WITH COMPOST INCORPORATION, AS NECESSARY.
- RAKE SOIL SURFACE SMOOTH PRIOR TO PLANTING.
- REMOVE STONES LARGER THAN 1 INCH IN ANY DIMENSION AND STICKS, ROOTS, RUBBISH, AND OTHER EXTRANEOUS MATTER AND LEGALLY DISPOSE OF THEM OFF OWNER'S PROPERTY.
- WATER THOROUGHLY AFTER PLANTING.
- CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING 3% POSITIVE DRAINAGE IN ALL PLANTING BEDS. ANY OTHER PROPOSED DRAINAGE METHODS SHALL BE COORDINATED WITH PLANTING EFFORTS TO MINIMIZE CONFLICTS AND MAINTAIN PROPER FUNCTION OF DRAINAGE SYSTEMS.

5 TREE PLANTING - GUY STRAP

1" = 1'-0" 329343.26-02

PLANT MATERIAL AND PLANTING

- PLANT QUANTITIES ARE OFFERED AS A CONVENIENCE TO THE CONTRACTOR, AND ARE NOT ABSOLUTE. CONTRACTOR SHALL VERIFY PLANT COUNT FROM PLAN AND REPORT DIFFERENCES.
- ALL PLANT MATERIALS ARE SUBJECT TO APPROVAL OR REFUSAL BY THE OWNER OR LANDSCAPE ARCHITECT AT THE JOB SITE.
- PLANTS SHALL BE WELL FORMED, VIGOROUS, GROWING SPECIMENS WITH GROWTH TYPICAL OF VARIETIES SPECIFIED AND SHALL BE FREE FROM INJURY, INSECTS AND DISEASES. PLANTS SHALL EQUAL OR SURPASS QUALITY AS DEFINED IN THE CURRENT ISSUE OF "AMERICAN STANDARDS FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN NURSERYMEN, INC.
- UNLESS NOTED SPECIFICALLY, ALL PLANT MATERIAL SHALL BE BALLED AND BURLAPPED OR CONTAINER GROWN.
- FRONT ROW OF SHRUBS SHALL BE PLANTED FROM CENTER OF PLANT A MINIMUM OF 24" BEHIND BED LINE @ LAWNS OR WALKS AND A MINIMUM OF 36" BACK OF CURB @ PARKING SPACES.
- NO PRUNING SHOULD BE PERFORMED DURING FIRST GROWING SEASON EXCEPT FOR REMOVING DAMAGED OF DEAD GROWTH. WOUND PAINT IS NOT RECOMMENDED FOR ANY CUTS.
- ALL PLANTING AREAS, TREE PITS, AND OTHER AREAS INDICATED ON PLANS SHALL BE MULCHED WITH A SETTLED LAYER OF THE INDICATED MULCH:
  - ☐ 3" DEPTH PINE BARK
  - ☐ 4" DEPTH SHREDDED HARDWOOD MULCH
  - ☒ 3" DEPTH LONGLEAF PINESTRAW, SETTLED
- TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING AREAS AND LAWN, UNLESS NOTED OTHERWISE.
- TREE STAKING SHALL BE PROVIDED TO KEEP TREES PLUMB AND PROTECTED FROM EXCESSIVE WINDS. ALL TREE-STAKING APPARATUS SHALL BE REMOVED AT THE END OF THE ONE-YEAR WARRANTY PERIOD.
- ONE YEAR OF LANDSCAPE MAINTENANCE FROM SUBSTANTIAL COMPLETION SHALL BE INCLUDED AS AN OPTIONAL BID ITEM TO THE OWNER.



NOTE: TRENCH EDGE TO BE LOCATED BETWEEN ALL PLANTING BED AREAS AND ADJACENT TURF AREAS, UNLESS NOTED OTHERWISE.

6 TRENCH EDGE

3" = 1'-0" 329413.23-02

7 GENERAL PLANTING NOTES

1" = 1" 329399-05

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LCW
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243483-002
Project No.
09.22.24
Date

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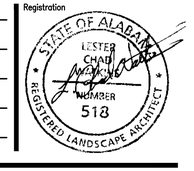
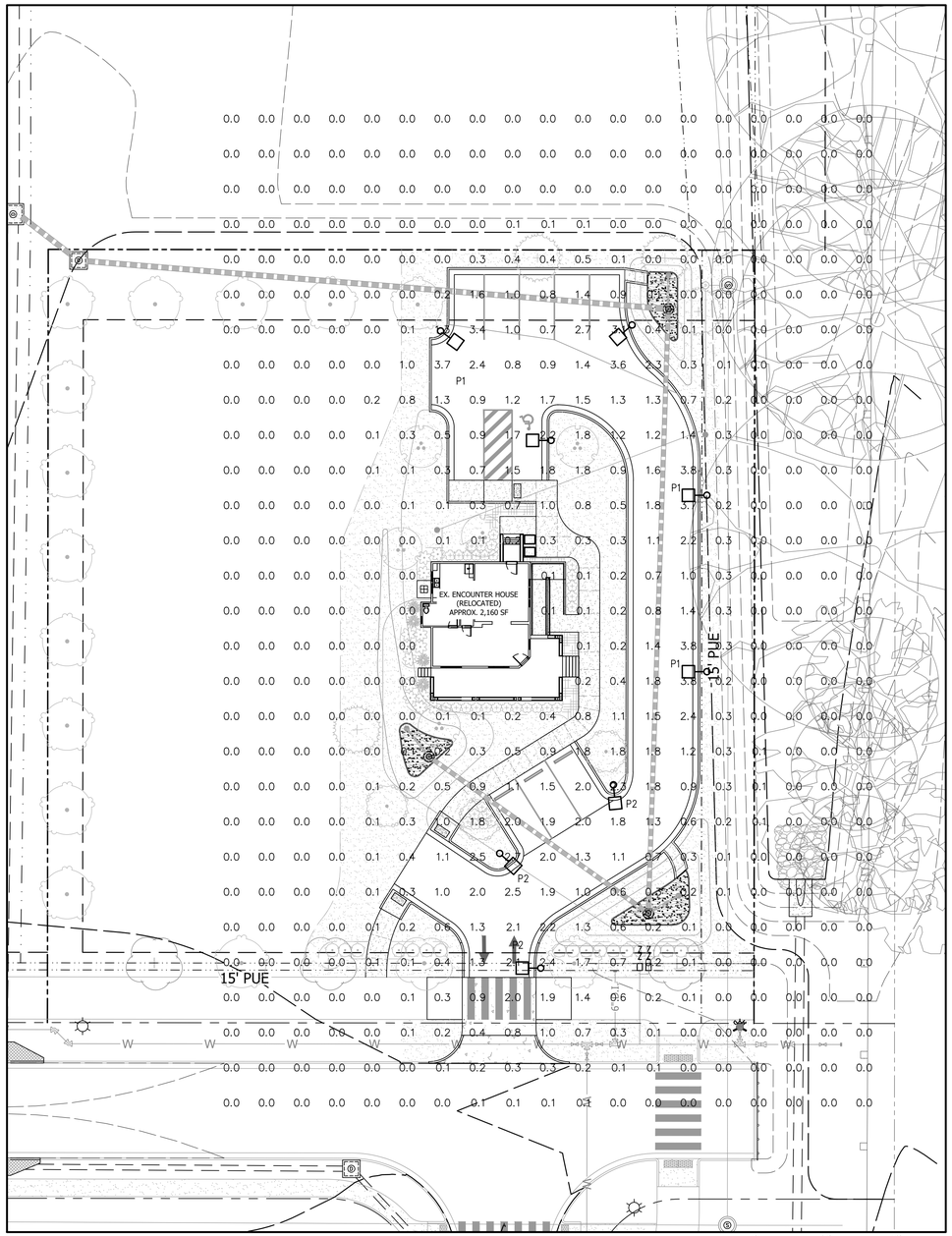


Sheet Title

LANDSCAPE PLANTING DETAILS

Sheet No.

LP500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0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0 0.0
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EX. ENCOUNTER HOUSE (RELOCATED) APPROX. 2,160 SF
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15' PUE
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CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-793

FROM:	Richard Johnson, CITY ENGINEER Nicole Love, Grants Coordinator
SUBJECT:	City Engineer, Richard Johnson, and Grants Coordinator, Nicole Love, are requesting a change order to the contract with EnCompass360 for professional services to conduct FEMA-HMGP Grant Application, Program Management, and Grant Administration for a FEMA Rate First Responder Safe Room.
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

To approve the change order for professional services for FEMA-HMGP Grant Application, Program Management, and Grant Administration for a FEMA Rate First Responder Safe Room for an additional not-to-exceed $10,000.00.

BACKGROUND INFORMATION:

City Council approved the selection of EnCompass360 to perform Professional Services to conduct FEMA-HMGP Grant Application, Program Management, and Grant Administration for a FEMA Rate First Responder Safe Room on May 24, 2021. During the course of the the project, the City's application was modified to include the following:
1. New BCA (Benefit Cost Analysis)
2. New Application Project Narrative
3. New Increased Project Budget Documentation
4. Secured Additional Project Budget with AEMA/FEMA
5. Secured new FEMA 90% Funding with Fairhope 10% Match
6. Updated all required documentation related to increased Budget and Funding
7. Coordinated additional FEMA EHP Requirements
8. Resubmission of Project Application, RFI, and Monitoring

The cost for the additional services is Ten Thousand Dollars ($10,000.00). This will increase the total cost of the contract to Seventy Thousand Dollars ($70,000.00).

Previous Council Action:

Resolution No.4098-21 Adopted by Council May 24, 2021, which approved the selection of EnCompass360 to perform professional services to conduct FEMA-HMGP Grant application, program management and grant administration for the not-to-exceed

amount of $60,000.00.

Resolution No. 5165-24 Adopted by Council August 26, 2024, which approved the selection of EnCompass360 to provide Program Administration services for the not-to-exceed amount of $188,000.00.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
103-55888	Safe Room	$0.00	$10,000.00	($10,000.00)

Grant reimbursement eligible.

GRANT:

FEMA-HMGP Grant (90/10 Split)

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for Professional Services to conduct FEMA-HMGP Grant Application, Program Management, and Grant Administration for a FEMA Rate First Responder Safe Room with a cost of $10,000.00 with EnCompass360. The total cost for these professional services will be $70,000.00.

DULY ADOPTED THIS 21ST DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

INVOICE

P.O. Box 1628
Gardendale, Alabama 35071
Phone 205-243-1876

DATE:
November 6, 2024

INVOICE # 3

Bill To:
City of Fairhope
Attn: Accounts Payable
555 S. Section Street
Fairhope, Alabama, 36533
(251) 990-0113

For:
City of Fairhope - HMGP Application Development
(Professional Services -Application Development)

DESCRIPTION	AMOUNT
Invoice #3 for City of Fairhope, Alabama	**$10,000.00**
(Professional Services - HMGP Application Development & Project Approval)	
EnCompass360 Tasks Related to Modifiying Fairhope Application for 1st Responder	
Hurricane Safe Room and Project Approval	
1) New BCA (Benefit Cost Analysis)	
2) New Application Project Narrative	
3) New Increased Project Budget Documentation	
4) Secured Additional Project Budget with AEMA/FEMA	
5) Secured new FEMA 90% Funding with Fairhope 10% Match	
6) Updated all required documentation related to increased Budget and Funding	
7) Coordinated additional FEMA EHP Requirements	
8) Resubmission of Project Application, RFI, and Monitoring	
EnCompass360, Inc.	
P.O. Box 1628	
Gardendale, Alabama, 35071	
Fee Payment	$10,000.00
	$10,000.00

Make all checks payable to: EnCompass360, Inc.

If you have any questions concerning this invoice, Eddie Culpepper, (205) 243-1876, eculpepper@mindspring.com

THANK YOU FOR YOUR BUSINESS!

RESOLUTION NO. 4098-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of EnCompass360 to perform Professional Services to conduct FEMA-HMGP Grant Application, Program Management, and Grant Administration for a FEMA Rate First Responder Safe Room; and hereby authorizes Mayor Sherry Sullivan to execute a contract with a total cost of $60,000.00 which is an unbudgeted item. The first $30,000.00 due upon execution of agreement; and $30,000.00 due upon submission to FEMA for project review.

DULY ADOPTED THIS 24TH DAY OF MAY, 2021

Jimmy Conyers,
Council President Pro Tempore

Attest:

Lisa A. Hanks, MMC
City Clerk

Fairhope, Alabama - First Responder's Hurricane Safe Room Budget

Project Name:	Fairhope AL, First Responder's Hurricane Safe Room
Location:	Pecan Avenue, Fairhope, AL 36532
Safe Room Footage:	4,072
% of Total SF	100%

Note: Insert Data Only in the Cells Shaded Blue

< Insert the square footage of the area designated for the Safe Room

	(A) Itemized Costs	(B) Eligible Safe Room Costs	(C) FEDERAL SHARE of Eligible Costs (90%)	(D) LOCAL SHARE of Eligible Costs (10%)
Pre-Award Fees	$ 70,000	$ 70,000.00	$ 63,000.00	$ 7,000.00
Architectural/MEP/Structural Fees	$ 142,183	$ 137,439.44	$ 123,695.49	$ 13,743.94
Engineering Fees (Civil/Site Plan)	$ 75,831	$ 54,975.77	$ 49,478.20	$ 5,497.58
Engineering Fees (GeoTech, Mat Testing)	$ 75,831	$ 36,650.52	$ 32,985.46	$ 3,665.05
Peer Review	$ 20,000	$ 20,000.00	$ 18,000.00	$ 2,000.00
Permit Fees	$ 6,000	$ 6,000.00	$ 5,400.00	$ 600.00
Development Site				
a. Recording Fees	$ 600.00	*Ineligible*	*Ineligible*	*Ineligible*
b. Legal Fees	$ 3,000.00	*Ineligible*	*Ineligible*	*Ineligible*
c. Surveys	$ 6,000.00	$ 6,000.00	$ 5,400.00	$ 600.00
Utility Connections to Existing Services	$ 126,000.00	$ 126,000.00	$ 113,400.00	$ 12,600.00
Site Preparation-Undercut/Backfill	$ 152,600.00	$ 152,600.00	$ 137,340.00	$ 15,260.00
ADA Parking/Signage/Sidewalks	$ 28,500.00	$ 28,500.00	$ 25,650.00	$ 2,850.00
Excavation for Foundation	$ 41,000.00	$ 41,000.00	$ 36,900.00	$ 4,100.00
Structural Foundation	$ 91,000.00	$ 91,000.00	$ 81,900.00	$ 9,100.00
Structural Walls (Maximum of 12' Height)	$ 206,000.00	$ 206,000.00	$ 185,400.00	$ 20,600.00
Interior Walls	$ 46,000.00	$ 46,000.00	$ 41,400.00	$ 4,600.00
Roofing System	$ 124,000.00	$ 124,000.00	$ 111,600.00	$ 12,400.00
Exterior Doors	$ 61,000.00	$ 61,000.00	$ 54,900.00	$ 6,100.00
Interior Doors	$ 51,000.00	$ 51,000.00	$ 45,900.00	$ 5,100.00
Windows	$ 92,000.00	$ 92,000.00	$ 82,800.00	$ 9,200.00
Electrical (Rough)	$ 135,000.00	$ 135,000.00	$ 121,500.00	$ 13,500.00
Permanent Electrical Lighting	$ 54,000.00	$ 54,000.00	$ 48,600.00	$ 5,400.00
Emergency Electrical Lighting	$ 56,500.00	$ 56,500.00	$ 50,850.00	$ 5,650.00
Emergency Electrical Outlets	$ 30,500.00	$ 30,500.00	$ 27,450.00	$ 3,050.00
Generator and Switch (Dual Feed Natural Gas & Diesel)	$ 126,000.00	$ 126,000.00	$ 113,400.00	$ 12,600.00
FEMA Rated Enclosure for (Generator, Mechnical Equipment)	$ 102,500.00	$ 102,500.00	$ 92,250.00	$ 10,250.00
Mechanical Systems	$ 86,779.30	$ 86,779.30	$ 78,101.37	$ 8,677.93
Plumbing (Rough)	$ 96,668.00	$ 96,668.00	$ 87,001.20	$ 9,666.80
Toilettes/Shower Facilities	$ 61,000.00	$ 61,000.00	$ 54,900.00	$ 6,100.00
Modular Partition Wall	$ 18,000.00	*Ineligible*	*Ineligible*	*Ineligible*
Exterior Finishes	$ 42,000.00	*Ineligible*	*Ineligible*	*Ineligible*
Parking (Non ADA)	$ -	*Ineligible*	*Ineligible*	*Ineligible*
Landscaping	$ 3,250.00	*Ineligible*	*Ineligible*	*Ineligible*
Signage	$ 8,800.00	$ 8,800.00	$ 7,920.00	$ 880.00
Life Safety - (ex. Fire Extinquisher, Defibrillator, etc)	$ 12,178.53	$ 12,178.53	$ 10,960.68	$ 1,217.85
First Aid Kit and Shelter Supplies	$ 43,500.00	$ 43,500.00	$ 39,150.00	$ 4,350.00
Construction/Project Management Fees	$ 284,366.37	$ 274,878.87	$ 247,390.99	$ 27,487.89
Construction Contingency (5%)	$ 94,788.79	$ 91,626.29	$ 82,463.66	$ 9,162.63
Owner In-Kind (Property)	$ 174,000.00	$ 174,000.00	$ 156,600.00	$ 17,400.00
Total Estimated Project Cost	$ 2,848,376.25	$ 2,704,096.72	$ 2,433,687.05	$ 270,409.67

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2024-756

FROM:	Richard Johnson, CITY ENGINEER Nicole Love, Grants Coordinator
SUBJECT:	The City Engineer, Richard Johnson, and the Grants Coordinator, Nicole Love, are requesting to find a qualified firm to provide professional engineering, surveying, and graphical information system (GIS) services for the inventorying, documenting, mapping, and graphical databasing of the City of Fairhope's Municipal Separate Storm Sewer System (MS4).
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

To approve the selection of an engineering firm by the evaluation team for professional engineering, surveying, and graphical information system (GIS) services and authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council.

BACKGROUND INFORMATION:

A Request for Qualifications was issued on August 30, 2024, posted to the City of Fairhope's website, and advertised in statewide newspapers for three (3) weeks. Seven (7) responsive proposals were received at the bid opening on October 1, 2024 at 10:00 a.m.

The proposals were evaluated by four (4) City of Fairhope staff and a representative of the Fairhope Environmental Advisory Board (see attached Evaluation Score Sheet). The recommendation by the City Engineer and the evaluation team is to hire Thompson Engineering for this project.

This project is funded by the Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2010 ("RESTORE Act"),

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
110-57550	Stormwater	$TBD	$TBD	$TBD

	Inventory			

GRANT:

Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2010 ("RESTORE Act")

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council approves the selection by the Evaluation Team for Professional Engineering, Survey, and Graphical Information System (GIS) Services for (RFQ PS24-034) for the City of Fairhope - Fairhope Area Storm Water Mapping & Resiliency Planning to Thompson Engineering; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 21ST DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE EVALUATION
RFQ PS24-034
NAME: Request for Qualifications
Professional Engineering, Survey, and Graphical Information System (GIS) Services
City of Fairhope Fairhope Area Storm Water Mapping & Resiliency Planning
City of Fairhope Project No. 2025-PMI 003
Opened: October 1, 2024 at 10:00 A.M.

Allen Engineering and Science, Inc.

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Cover Letter/Comprehensive Project Team	0-5	1	5	4	5	1
Criteria 2: Conceptual Approach & Methodology	0-20	10	15	15	15	8
Criteria 3: Experience and Background	0-65	30	60	50	63	25
Criteria 4: Project Team/Level of Participation	0-10	5	8	7.5	9	4
Total Score:		46	88	76.5	92	38
Average Score:						68

Baskerville-Donovan, Inc.

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Cover Letter/Comprehensive Project Team	0-5	3	3	4	5	3
Criteria 2: Conceptual Approach & Methodology	0-20	15	10	15	10	12
Criteria 3: Experience and Background	0-65	35	45	55	60	30
Criteria 4: Project Team/Level of Participation	0-10	5	5	8	6	4
Total Score:		58	63	82	81	49
Average Score:						67

Dewberry Engineers, Inc.

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Cover Letter/Comprehensive Project Team	0-5	3	4	4	5	4
Criteria 2: Conceptual Approach & Methodology	0-20	15	15	15	15	18
Criteria 3: Experience and Background	0-65	45	50	59	61	35
Criteria 4: Project Team/Level of Participation	0-10	5	8	8	9	7
Total Score:		68	77	86	90	64
Average Score:						77

Goodwyn Mills Cawood (GMC)

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Cover Letter/Comprehensive Project Team	0-5	3	4	4	5	2
Criteria 2: Conceptual Approach & Methodology	0-20	16	15	15	12	18
Criteria 3: Experience and Background	0-65	40	50	55	60	45
Criteria 4: Project Team/Level of Participation	0-10	5	8	6	10	5
Total Score:		64	77	80	87	70
Average Score:						76

Zeke-Trice, LLC d/b/a Rowe Engineering & Surveying

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Cover Letter/Comprehensive Project Team	0-5	2	3	4	5	3
Criteria 2: Conceptual Approach & Methodology	0-20	10	10	16	18	14
Criteria 3: Experience and Background	0-65	40	45	56	62	35
Criteria 4: Project Team/Level of Participation	0-10	5	8	8	8	5
Total Score:		57	66	84	93	57
Average Score:						71

Southeastern Surveying and Mapping Corp. (SSMC)

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Cover Letter/Comprehensive Project Team	0-5	2	5	4	5	2
Criteria 2: Conceptual Approach & Methodology	0-20	10	18	16	15	12
Criteria 3: Experience and Background	0-65	35	62	57	50	40
Criteria 4: Project Team/Level of Participation	0-10	5	8	8	8	5
Total Score:		52	93	85	78	59
Average Score:						73

Thompson Engineering

	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Cover Letter/Comprehensive Project Team	0-5	3	5	4	5	4
Criteria 2: Conceptual Approach & Methodology	0-20	16	20	18	19	17
Criteria 3: Experience and Background	0-65	50	65	58	64	55
Criteria 4: Project Team/Level of Participation	0-10	9	10	7	10	8
Total Score:		78	100	87	98	84
Average Score:						89

Recommendation:

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

Signature

Nicole Love, Grants Coordinator

Signature

Erin Wolfe, Purchasing Manager

COPY

CITY OF FAIRHOPE

AREA STORM WATER MAPPING & RESILIENCY PLANNING

October 1, 2024

RFQ No. PS24-034
Project No. 2025-PWI 003

thompson
ENGINEERING

October 1, 2024

Erin Wolfe - City of Fairhope Purchasing Manager
555 South Section Street, Fairhope, AL 36532

RE: PROFESSIONAL ENGINEERING, SURVEY, AND GRAPHICAL INFORMATION SYSTEM (GIS) SERVICES FOR CITY OF FAIRHOPE AREA STORM WATER MAPPING & RESILIENCY PLANNING - PROJECT NO. 2025-PWI 003

Dear Ms. Wolfe and Members of the Selection Committee,

Thompson Engineering, Inc. (Thompson) *(DUNS No. 34041848 & UEI No. KK91UMNN6RM8)* is pleased to submit our statement of interest to provide professional engineering, survey, and Geographical Information Systems (GI)S services to the City of Fairhope (City). We have compiled a robust team of professional land surveyors, GIS specialists, engineers and stormwater management planners that have the depth of experience and knowledge needed to meet the City's goals for this comprehensive project. As a trusted partner in the communities which we work, Thompson strives to remain at the forefront of technological innovation with investments in new equipment and qualified staff needed to address our clients' most challenging project demands. In the last five years, for example, we have **invested $2M+** into our survey teams and their equipment to provide more accurate and complete data to our clients. We also invested in recruiting top talent in the specialized fields of GIS and Hydrology and Hydraulics (H&H) engineers, to better serve clients such as the City of Fairhope. Thompson is providing similar services to the City of Mobile, City of Foley, City of Orange Beach, Mobile Bay National Estuary Program(MBNEP), Baldwin County Highway Department and more (see additional project experience starting on page 9).

Our approach to the project is to provide the City with experienced staff that not only have relevant project experience, but will leverage their expertise to work with the City to develop a detailed understanding of the desired project outcomes at each phase of the project.

The primary contact for this statement is Nick Combs, PE, our Proposed Project Manager. Nick can be reached by phone at 251.665.5453, email at ncombs@thompsonengineering.com, or by mail at Thompson's Daphne Office (7101 US Highway 90, Suite 101, Daphne, AL, 36526).

Supporting Nick is Proposed Project Director Charles Weber, PE and our Stormwater Subject Matter Expert (SME) serving as QA/QC Janic Terry, PE, PLS. Charles serves as Thompson's Baldwin County Engineering Team Lead and has been providing similar projects to municipalities and DOTs for more than a decade. Janic has nearly 40 years of experience with both engineering and surveying. Prior to joining Thompson, Janic managed the stormwater activities of the City of Mobile, including the most recent Stormwater Mapping and Plan initiative. In addition to Nick, Charles, and Janic our key team members proposed for this project include the following:

- ✓ Adam McCullough - Assistant Project Manager - Data Collection & GIS
- ✓ Marshall Hayden, PE - Assistant Project Manager - Stormwater Resiliency Plan
- ✓ Vincent Walker, GIS Technical Lead
- ✓ Ricky Thames, PLS, Survey Team Leader
- ✓ Christopher Grant, PLA - Public Engagement
- ✓ Dana Brown & Associates, Inc. - Stormwater Management Manual

Adam McCullough will lead the data gathering portion of the project and Marshall Hayden, PE will lead any Repetitive Loss Assessment, hydraulic and hydrologic (H&H) modeling, and analysis required by the City. Adam has 22 years of experience in the field of survey technology and leads our Baldwin County Survey Teams. To accomplish the large amount of data collection and processing, Adam, Vincent and Ricky will be supported by as many as six survey crews totaling nearly 20 surveyors and technicians. Additionally, Marshall brings 10 years of experience with modeling and H&H projects for the USACE Mobile District, bringing fresh ideas backed by experienced understanding. To complete Repetitive Flood Loss Assessments, Marshall will be supported by a team of licensed engineers experienced with stormwater planning and design.

Dana Brown & Associates(DBA) joins our team as a Woman Business Enterprise (WBE) subconsultant assisting with the composition of the Stormwater Plan and community engagement activities. DBA brings a wealth of experience building stormwater master plans for communities along the Gulf Coast. Our team is adequately staffed and will execute the project in a timely manner and acknowledges the receipt of all addenda. Required forms and documentation are provided in the following pages and acknowledge the receipt of addendum 1 and 2.

Respectfully submitted,
THOMPSON ENGINEERING

Charles Weber, PE
Project Director & Baldwin County Team Leader

Katie Parker, PE
Vice President & East Unit Manager

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within RFQ No. PS24-034 **Professional Engineering, Survey, and Graphical Infomation System (GIS) Services**, dated 09 / 16 /20 24, hereby certifies that THOMPSON ENGINEERING, INC. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

9-16-24
DATE

DRUG-FREE WORKPLACE AFFIDAVIT

The undersigned vendor in accordance with the requirements set forth within RFQ No. PS24-034 **Professional Engineering, Survey, and Graphical Infomation System (GIS) Services,** dated 09/19/2024, hereby certifies that DANA BROWN & ASSOCIATES, INC. does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

BIDDER'S SIGNATURE

9/19/2024
DATE

ANTI-COLLUSION AFFIDAVIT

STATE OF Alabama

COUNTY OF Mobile

Kendall Kilpatrick, PE, being first duly sworn deposes and says that:

1. He is the CEO of Thompson Engineering, INC attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against Thompson Engineering, INC, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

(SEAL)

CEO of Thompson Engineering Inc
(TITLE)

Subscribed and sworn to before me,
this the 16th day of September, 2024.

Notary Public Stephanie Ivey McAleer

County of Mobile, AL

My Commission expires

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

ANTI-COLLUSION AFFIDAVIT

STATE OF Louisiana

Parish
~~COUNTY~~ OF Jefferson

DANA NUNEZ BROWN, being first duly sworn deposes and says that:

1. He is the PRESIDENT of DANA BROWN & ASSOCIATES, INC. attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees or parties in interest, including this affidavit, has in any way collude, conspired, connived or agreed, directly or indirectly, with any other bidder, firm or person to submit collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix any overhead, profit, or cost element of the bid price of any other bidder to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against CITY OF FAIRHOPE, or any person interested in the proposed contract; and

5. The price or prices quoted in the attached bid are fair and proper and are not contained by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties, in interest, including this affiant.

Dana Nunez Brown
(SEAL)

PRESIDENT
(TITLE)

Subscribed and sworn to before me,
this the 19th day of September, 2024.

Notary Public

Parish
County of Jefferson, ~~AL~~ LA

My Commission expires For Life

Miguel Nunez
Notary Public
Notary ID # 143041
Orleans Parish, LA
Statewide Jurisdiction
Commissioned for Life

ANTI-LOBBYING AFFIDAVIT

STATE OF Alabama

COUNTY OF Mobile

Kendall Kilpatrick, PE, being first duly sworn deposes and says that:

1. He is the CEO of Thompson Engineering, INC attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 U.S.C. 1352, and

5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners' agents, representatives, employees, sub-contractors or parties in interest.

(SEAL)

CEO of Thompson Engineering Inc (TITLE)

Subscribed and sworn to before me,
this the 16th day of September, 2024.

Notary Public Stephanie Ivey McAleer

County of Mobile, AL

My Commission expires _____

STEPHANIE IVEY MCALEER
NOTARY PUBLIC, ALABAMA STATE AT LARGE
MY COMMISSION EXPIRES NOV. 15, 2026

ANTI-LOBBYING AFFIDAVIT

STATE OF LOUISIANA

~~COUNTY~~ PARISH OF JEFFERSON

DANA NUNEZ BROWN, being first duly sworn deposes and says that:

1. He is the PRESIDENT of DANA BROWN & ASSOCIATES, INC. attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

3. Such bid is genuine and is not collusive or sham bid;

4. Neither the said bidder, nor any of its officers, partners, owners agents, representatives, employees, sub-contractors or parties in interest, including in this affidavit, will nor has in any way used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Contract, grant or other award covered by 31 U.S.C. 1352, and

5. I will also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosure will include any disclosures from any of its officers, partners, owners' agents, representatives, employees, sub-contractors or parties in interest.

Dana Nunez Brown (SEAL)

PRESIDENT (TITLE)

Subscribed and sworn to before me,
this the 19th day of September, 2024.

Notary Public

Parish ~~County~~ of Jefferson, ~~AL~~ LA

My Commission expires for Life

Miguel Nunez
Notary Public
Notary ID # 143041
Orleans Parish, LA
Statewide Jurisdiction
Commissioned for Life

CERTIFICATIONS AND REPRESENTATIONS
(CONTRACT FUNDS)

1. BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently $150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

SIGNATURE:

COMPANY NAME: Thompson Engineering, INC

DATE: 9-25-24

CERTIFICATIONS AND REPRESENTATIONS
(CONTRACT FUNDS)

1. **BYRD ANTI-LOBBYING AMENDMENT COMPLIANCE AND CERTIFICATION**

For all orders above the limit prescribed in FAR Section 52.203-12(g), or its successor regulation (currently $150,000), the Offeror must complete and sign the following:

The following certification and disclosure regarding payments to influence certain federal transactions are made per the provisions contained in FAR 52.203-11 and 52.203-12 and 31 U.S.C. 1352, the "Byrd Anti-Lobbying Amendment."

(a) FAR 52.203-12, "Limitation on Payments to Influence Certain Federal Transactions" is hereby incorporated by reference into this certification

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of $150,000 shall certify and disclose accordingly.

(c) This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person making an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than $10,000, and not more than $100,000, for each such failure.

SIGNATURE: Dana Brown

COMPANY NAME: DANA BROWN & ASSOCIATES, INC.

DATE: 9/19/2024

PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).

NOTE: signature page is considered proof of enrollment.

Part 1 - (Complete if you do NOT employ one or more employees in Alabama)

State of Alabama

County of Mobile

I certify in my capacity as Vice President **(your position) for**

Thompson Engineering, INC **(name of contractor or grantee)**

that contractor or Grantee does not employ one or more employees in the State of Alabama. I further certify that should my status change and I am required to comply that I will submit all required documents to the City of Daphne, AL. I have read the E-Verify Requirements and swear and affirm that it is true and correct.

Authorized Signature

PROOF OF ALABAMA IMMIGRATION ACT COMPLIANCE

In compliance with recent amendments to the Beason-Hammon Alabama Taxpayer and Citizen Protection Act (Sections 31-13-1 et. seq of the Alabama Code), the City must obtain proof of enrollment with E-Verify for various contracts and agreements as determined by law. If your company has received this memorandum and it employs one or more employees in the State of Alabama, you must present proof of enrollment with E-Verify. Please complete Part I (if you do NOT employ one or more employees in the State of Alabama) or submit proof of enrollment with E-Verify II (if you DO employ one or more employees in the State of Alabama).

NOTE: signature page is considered proof of enrollment.

Part 1 - (Complete if you do NOT employ one or more employees in Alabama)

State of ALABAMA

County of BALDWIN

I certify in my capacity as PRESIDENT (your position) for

DANA BROWN & ASSOCIATES, INC. (name of contractor or grantee)

that contractor or Grantee does not employ one or more employees in the State of Alabama. I further certify that should my status change and I am required to comply that I will submit all required documents to the City of Daphne, AL. I have read the E-Verify Requirements and swear and affirm that it is true and correct.

Dana Brown

Authorized Signature

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Thompson Holdings, Inc
Company Facility Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
Company Alternate Address	2970 Cottage Hill Road Suite 190 Mobile, AL 36606
County or Parish	Mobile
Employer Identification Number	72-1381313
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	19

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 542680

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Dana Brown & Associates, Inc.
Company Facility Address	1836 Valence Street New Orleans, LA 70115
Company Alternate Address	
County or Parish	ORLEANS
Employer Identification Number	452831483
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	5 to 9
Number of Sites Verified for	1 site(s)

State of Alabama

Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

THOMPSON ENGINEERING INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

ECA438

authorizing the firm to provide or offer to provide

ENGINEERING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

THOMPSON ENGINEERING INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 12/27/2023

William R. Huett

Executive Director

State of Alabama

Board of Licensure for Professional Engineers and Land Surveyors

This is to certify that

THOMPSON ENGINEERING INC

Having given satisfactory evidence of the necessary qualifications required by law has been duly certificated and is hereby issued Certificate of Authorization

LSCA665

authorizing the firm to provide or offer to provide

LAND SURVEYING

services in the State of Alabama through individual licensed professional licensees as agents, employees, officers or partners.

This certificate requires the firm to operate in the State of Alabama as

THOMPSON ENGINEERING INC

In testimony whereof witness the signature of the Executive Director under seal of the board on 1/23/2024

William R. Huett

Executive Director

LOUISIANA DEPARTMENT OF TRANSPORTATION & DEVELOPMENT

Office of the Secretary
PO Box 94245 | Baton Rouge, LA 70804-9245
PH: 225-379-1200 | FX: 225-379-1851

John Bel Edwards, Governor
Shawn D. Wilson, Ph.D., Secretary

November 8, 2023

Dana Brown & Associates, Inc.
Attn: Dana Nunez Brown
1836 Valence Street
New Orleans, LA 70115

Dear Dana Nunez Brown,

The Louisiana Department of Transportation and Development (LADOTD) has received your firm's Disadvantaged Business Enterprise (**DBE**) and Small Business Element **(SBE)** annual affidavit. Based on the information, which you provided, it has been confirmed that your firm continues to meet the eligibility requirements of our program and remains certified for **only** the following **specific** work categories **that fall under the listed NAICS and/or DOTD Work codes**:

NC541611- Administrative Management and General Management Consulting Services
NC541320- Landscaping Architectural Services
C08- Landscape Architecture
C11- Planning

Please note that per the federal regulations, suppliers only receive 60% goal credit towards the materials they provide. Also, note that any contractor performing work in excess of $50,000 with the exception of electrical, mechanical and plumbing requires A Louisiana Contractor's License, which are required to have a license if work is in excess of $10,000. You may contact the State Licensing Board for Contractors at (225) 765-2301 for more information. All participants of the Louisiana Unified Certification Program will recognize your firm's certification. This includes all entities receiving federal transportation funding within the boundaries of our state.

You will be required to submit an annual affidavit with all supporting documents (**Business taxes with all attachments, such as 1098, 1099, K-1's and/or W-2's**) stating your firm continues to meet the eligibility requirements of the program. An email informing you to submit the necessary documentation will be forwarded to you approximately six (6) weeks prior to your anniversary date of **November 30, 2024**. However, should you not receive notification from this office for your annual affidavit; it is your responsibility to contact us. Additionally, you must notify our office immediately regarding any changes, which affect the social and economic disadvantage, size, ownership or control of your firm.

The LADOTD has contracted with Urban League of Louisiana Center for Entrepreneurship & Innovation to provide DBE Supportive Services to all certified DBEs, in the LAUCP, at no cost to you. This consultant can offer your firm assistance and guidance on areas such as marketing, estimating, bidding, financial preparations, etc. Contact Klassi Duncan with Urban League of Louisiana Center for Entrepreneurship and Innovation at (504) 620-9647 for any assistance needed to grow your organization.

The Louisiana UCP certifying entity reserves the right to withdraw this certification, if at any time, it is determined that **DBE and SBE** certifications was knowingly obtained by the submission of false, misleading or incorrect data. The Louisiana UCP certifying entity also reserves the right to request additional information and/or conduct an on-site visit at any time during your certification period.

We are pleased to have you as a participant in the LAUCP and wish you much success.

If you have any questions regarding the content of this letter, contact the LADOTD DBE Certification Unit at (225) 379-1382.

Respectfully,

Rhonda Wallace

Rhonda Wallace

DBE/SBE Programs Manager

Enclosure (Certificate)

LOUISIANA UNIFIED CERTIFICATION PROGRAM

Disadvantaged Business Enterprise Program (DBE)

Small Business Element (SBE)

This is to certify that under Title 49, Part 26 of the Code of Federal Regulations & under the State of Louisiana United Certification Program (LAUCP)

Dana Brown & Associates, Inc.

Is a Certified Disadvantaged Business Enterprise (DBE) & Small Business Element (SBE) in the following specialties:

NC541320, NC541611

NOTE: There may be other approved NAICS Codes. The online DBE Directory includes a complete list of approved codes.

Certificate Eligibility: November 2023 to November 2024

This certificate is valid through the above date provided. This firm meets the on-going programmatic standard and fulfills the annual update requirement to remain in good standing as a DBE. This certification is subject to annual verification and suspension or revocation based upon reasonable cause to believe that the firm is ineligible.

Rhonda Wallace

Rhonda Wallace, DBE/SBE Programs Manager

Louisiana Department of Transportation & Development

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THOMPSON ENGINEERING, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
KK91UMNN6RM8	**6Z656**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Aug 19, 2025**	
Physical Address	Mailing Address	
2970 Cottage Hill RD STE 190 **Mobile, Alabama 36606-4749** **United States**	**2970 Cottage Hill RD** **Suite 190** **Mobile, Alabama 36606-4749** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Alabama 01	**Alabama / United States**	**www.thompsonengineering.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Aug 21, 2024	**Aug 19, 2024**	**Oct 4, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Nov 21, 1958	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
Subchapter S Corporation

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
6Z656

Electronic Funds Transfer

Account Type
Checking

Routing Number
*******79**

Lock Box Number
(blank)

Financial Institution
TRUSTMARK NATIONAL BANK

Account Number
*******70**

Automated Clearing House

Phone (U.S.)
2519292890

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

THOMPSON ENGINEERING, INC
2970 Cottage Hill RD
Suite 190
Mobile, Alabama 36606
United States

Taxpayer Information

EIN
*****9605**

Type of Tax
Applicable Federal Tax

Taxpayer Name
THOMPSON ENGINEERING INC

Tax Year (Most Recent Tax Year)
2017

Name/Title of Individual Executing Consent
President

TIN Consent Date
Aug 19, 2024

Address
2970 Cottage Hill RD STE 190
Mobile, Alabama 36606

Signature
Michael Manning

Points of Contact

Accounts Receivable POC

Carole Huseman
chuseman@thompsonengineering.com

2516662443

Electronic Business

Michelle Nelson
mnelson@thompsonengineering.com
2516662443

2970 Cottage Hill Road
Suite 190
Mobile, Alabama 36606
United States

SUZANNE HOLSTON
sholston@thompsonengineering.com
2516662443

2970 Cottage Hill Road
Suite 190
Mobile, Alabama 36606
United States

Government Business

Mike Manning
mmanning@thompsonengineering.com
2516662443

2970 Cottage Hill Road
Suite 190
Mobile, Alabama 36606
United States

Suzanne Holston
sholston@THOMPSONENGINEERING.COM
2516662443

2970 Cottage Hill Road
Suite 190
Mobile, Alabama 36606
United States

Past Performance

MICHAEL MANNING
mmanning@thompsonengineering.com
2516662443

2970 Cottage Hill Road
Suite 190
Mobile, Alabama 36606
United States

Mike Abeln
mabeln@thompsonengineering.com
2516662443

2970 Cottage Hill Road
Suite 190
Mobile, Alabama 36606
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	541310	**Architectural Services**
	541350	**Building Inspection Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541380	**Testing Laboratories And Services**
	541620	**Environmental Consulting Services**
	541690	**Other Scientific And Technical Consulting Services**
	541715	**Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)**
	562910	**Remediation Services**
	624230	**Emergency And Other Relief Services**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$47,900,000.00

Number of Employees (in accordance with 13 CFR 121)
415

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

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DANA BROWN & ASSOCIATES, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
NZ4XYKJMJE26	**6LRG1**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**May 9, 2025**	
Physical Address	Mailing Address	
1836 Valence ST **New Orleans, Louisiana 70115-5554** **United States**	**1836 Valence ST** **New Orleans, Louisiana 70115-5554** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Louisiana 02	**Louisiana / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
May 13, 2024	**May 9, 2024**	**Dec 1, 2011**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jul 25, 2011	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**

Profit Structure
For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business
Economically Disadvantaged Women Owned Small Business
Women-Owned Small Business
Women-Owned Business
DOT Certified DBE

SBA-Certified Women-Owned Small Business
Entrance Date: **May 19, 2023**
Exit Date: **(blank)**

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**6LRG1**

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*******90	**(blank)**

Financial Institution	Account Number
CAPITAL ONE, NATIONAL ASSOCIATION	*******44

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
8666328888	**TMServices@capitalonebank.com**	**(blank)**

Fax
5045335962

Remittance Address

DANA BROWN & ASSOCIATES INC
1836 Valence ST
New Orleans, Louisiana 70115
United States

Taxpayer Information

EIN	Type of Tax	Taxpayer Name
*****1483	**Applicable Federal Tax**	**DANA BROWN & ASSOCIATES INC**

Tax Year (Most Recent Tax Year)	Name/Title of Individual Executing Consent	TIN Consent Date
2022	**President**	**May 9, 2024**

Address	Signature
1836 Valence ST	**DANA NUNEZ BROWN**

New Orleans, Louisiana 70115

Points of Contact

Accounts Receivable POC

Gari Sampey
gsampey@danabrownassociates.com
5043452639

Electronic Business

Gari Sampey
gsampey@danabrownassociates.com
5043452639

1836 Valence Street
New Orleans, Louisiana 70115
United States

Dana Brown
info@danabrownassociates.com
5043452639

1836 Valence Street
New Orleans, Louisiana 70115
United States

Government Business

Gari Sampey
gsampey@danabrownassociates.com
5043452639

1836 Valence Street
New Orleans, Louisiana 70115
United States

Dana Brown
dbrown@danabrownassociates.com
5043452639

1836 Valence Street
New Orleans, Louisiana 70115
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541320**	**Landscape Architectural Services**
	541611	**Administrative Management And General Management Consulting Services**

Product and Service Codes

PSC	PSC Name
C211	**Architect And Engineering- General: Landscaping, Interior Layout, And Designing**
C219	**Architect And Engineering- General: Other**
R404	**Support- Professional: Land Surveys-Cadastral (Non-Construction)**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)
$750,000.00

Number of Employees (in accordance with 13 CFR 121)
13

Location

Annual Receipts (in accordance with 13 CFR 121)
$750,000.00

Number of Employees (in accordance with 13 CFR 121)
10

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Alabama	**(blank)**	**(blank)**
Louisiana		
Mississippi		

SUBCONTRACTOR LISTING FORM

The prime contractor must submit this form to the Owner prior to contract execution and must update it for each subcontractor performing any work resulting from this contract. If additional lines are needed, this form may be duplicated.

Subcontractor Name and Contact Person	Subcontractor Address and Phone Number	Subcontractor DUNS	MBE (Y/N)	WBE (Y/N)	Selected as Sub-Contractor (Y/N)
Example- ABC Engineering John Doe	123 Main Street, Fairhope, AL 12345 123-456-7890	12-34567890	Y	N	Y
Dana Brown & Associates	1836 Valence Street, New Orleans, LA 70115 504.345.2639		N	Y	Y

COMPLETED BY: _____ **DATE:** 9-16-24

CONCEPTUAL APPROACH AND METHODOLOGY

Established over 100 years ago, the City of Fairhope has experienced extensive growth and land development extending beyond the limits of the original utopian single tax colony. As the City continues to grow, the City recognizes the need to develop a better understanding of the current condition and operation of the City's overall stormwater management system. With a forward-thinking approach and a recent RESTORE Act grant to fund the project, the City desires to hire a consultant to develop a GIS Stormwater Infrastructure Inventory of all publicly and privately maintained drainage infrastructure and a repetitive loss assessment to help the City address and remedy potential losses. The City also desires the consultant to prepare an updated and applicable Stormwater Management BMP Manual to be used as a data management and planning tool for future development and maintenance of existing infrastructure.

GRANT DOCUMENTATION AND ADHERENCE

Thompson has reviewed the Subaward Grant Agreement B2WQ-FSW1 for the RESTORE grant, including project purpose, project period, and compliance with federal provisions. Thompson has extensive project experience and a proven track record with RESTORE projects like this. Thompson has been selected for and worked on (or still working on) nine RESTORE Act projects in Alabama. All of these projects required Thompson to commit resources and staff in order to meet deadlines:

- ✓ ADEM Coastal Office & Mobile Field Office
- ✓ Alabama State Port Authority RO-RO Facility
- ✓ Canal Road Improvements E of SR-161
- ✓ Gulf Coast Engineering Research Station
- ✓ Gulf Coast Center for Ecotourism and Sustainability
- ✓ Mobile County Blueway Development
- ✓ Orange Beach Stormwater Master Plan
- ✓ Bayou La Batre City Docks
- ✓ Extension of Effluent Force Main from Bayou La Batre to WWTF

If requested, Thompson will attend regular update meetings between the City and ADCNR and work closely with City staff to ensure RESTORE grant project requirements are met in a timely manner.

PROJECT TIMELINE

The project performance period has a deadline of December 21, 2028, in the Subaward Agreement. Despite this rather long schedule for completion of work, Thompson understands the City estimates a much shorter timeline for deliverables. Considering this, Thompson is prepared to assign multiple survey crews to the project for as long as it takes to complete as much survey as possible within the budget allocated for this task. Additionally, Thompson proposes to complete the other tasks concurrently with the survey, thus ensuring that the overall project can be completed within a 12-to-18-month period of performance.

- **Project Kickoff –** Award Date + 2 weeks
- **Survey and GIS Data Collection –** Award Date + 4 weeks to start, then 52 weeks to complete
- **Repetitive Flood Loss Assessment –** Award Date + 4 weeks to start, then 6 months to complete
- **Stormwater Management BMP Update –** Award Date + 4 weeks to start, then 9 months to complete

FLOODING IN THE FRUIT & NUT DISTRICT

STRATEGIES TO ACHIEVE PROJECT OUTCOMES

STORMWATER MAPPING

As described in the RFQ, the major outcome of this project is the development of a comprehensive GIS inventory of the City's existing stormwater infrastructure. The City desires to capture all existing stormwater infrastructure in a manner that can be used in guiding decisions about future development, including future infrastructure projects and stormwater resiliency planning. Within the City limits, there are 13+ defined watersheds, each draining to a unique creek, branch or gully. Additional watersheds may exist within the City's overall planning jurisdiction, but the City has limited the project boundary to the City limits. The City has some existing data, but the extent of such data varies substantially by watershed. There is a large budget for the data collection and the City wants the selected consultant to gather as much information as possible within this budget. To ensure that the City is provided with as much information as possible, Thompson will work with key City staff to identify priority areas and to determine a work plan that ensures our survey crews are working as efficiently as possible.

Data collection practices and requirements for our field teams will first need to be set by our GIS Leader, who will be working closely with the City's GIS Supervisor to establish the City's desired protocols for field collection, data management and mapping standards. This includes standardizing the desired attributes to be collected during survey and desired workflow for integration of the data into the City's GIS platform. Thompson proposes to leverage several products in the ESRI ArcGIS System in order to streamline our workflow and create centralized data collection and delivery to the City. The workflow will consist of using ArcGIS Field Maps Mobile Application and syncing it to our high accuracy GPS units to provide survey grade GIS enabled data. The use of the technology will allow Thompson to use data provided by the City's GIS Department and create one authoritative dataset with appropriate data schema that will be accessible by all field and office users within our team. Thompson will work with City's GIS staff to create data schema. ArcGIS Field Maps gives data collectors the ability to attach pictures, videos and documents directly to the asset being inspected. The field maps workflow provides the benefit of allowing multiple users the opportunity to work on the same data at different times or simultaneously without the need to download data to hardware. Alternatively, Thompson may be given access to the City's GIS data through ArcGIS Online collaboration in their GIS System or a copy of live data accessible within the city's GIS. The data collected will feed directly into web maps and other GIS applications created using the dataset. This workflow enhances collaboration and allows for real time communication with those in the field performing data collection and office workers. Thompson also plans to use is the AEC Project Delivery Site for ArcGIS which gives our GIS personnel the ability to share GIS data in ArcGIS Online directly to City's GIS staff by providing secure login on a site dedicated specially to this job. Using this platform will allow the City to track real-time progress and provide immediate feedback on data collection methods when needed. In addition, ESRI's platform allows our engineers and stormwater planners to access and analyze real-time GIS data and start extracting data that may be needed for assessments or planning purposes without disruption to ongoing data collection efforts.

Thompson's robust Surveying Department is prepared to meet the challenging demands of expansive scope for data collection on this project. Thompson has a large inventory of state-of-the art survey equipment and a deep bench of survey crews to complete this project. We have three fully staffed Survey Groups, available to work on this project: Mobile – MS Gulf Coast Team, Baldwin – FL Panhandle Team and Specialty Survey Services Team. Between these three groups, Thompon has seven (7) survey crews and key project leadership staff housed in our Baldwin County offices to ensure the City success on the project. The equipment used by our survey teams includes fully integrated TRIMBLE equipment for better efficiency and accuracy. The latest technology improvements in GNSS data collection includes the release of the L5 channel/frequency. This new development allows the GNSS receivers to virtually work anywhere, even under tree canopy all while producing survey grade accuracies.

RESILIENCY PLANNING

Stormwater Management Manual

Another desired outcome of this project is the development of an updated and standardized Stormwater Management Manual that can be referenced as a unifying document for use by all City departments and the Planning Commission in future development within the City of Fairhope. To better assist the City in requiring and incentivizing development projects to design and implement more resilient development practices, from high level regional impact considerations to site specific low impact design or green infrastructure facilities, a stand-alone Stormwater Management Manual would be beneficial. We propose to gather and update all of the City's existing stormwater guidelines with the following objectives:

- To illustrate how stormwater can be better managed by adopting modified land development approaches.
- To provide clear, concise information about the strategy of employing stormwater management as a layer of distributed facilities that are complementary to the existing municipal drainage system.
- To discuss the many advantages and benefits of managing stormwater closer to where rain falls rather than relying exclusively on catch basins and pipes (grey infrastructure), focusing specifically on reducing stormwater pollutant loads that are discharged into Mobile Bay and on reducing localized flood risk.
- To illustrate different types of green infrastructure, appropriate applications, and typical construction.
- To provide information on maintenance regimes required for each type of green infrastructure facility.

Our subconsultant team member, Dana Brown & Associates, has become a proven leader in creating effective stormwater management plans for similar Gulf Coast communities and offers the City of Fairhope an opportunity to build upon lesson learned in those communities to make Fairhope's manual more streamlined and relevant to municipal employees, engineers, landscape architects, architects, and developers.

Repetitive Flood Loss Assessment

The remaining desired outcome of this project is to assist the City with assessing known high-risk properties that may be subject to repetitive flood loss, and to develop general strategies to address and remedy potential future losses. Thompson Engineering's H&H team will work closely with the City of Fairhope Floodplain Manager to identify such properties and assess applicable flood risk drivers (i.e., pluvial, fluvial, or storm surge) to determine potential solutions the City may employ to address flooding. Existing flood information and spatial data will be used to identify these flood risk drivers and develop strategies to reduce future losses. Mitigation strategies may include a list of recommended projects as well as enhancements to future development/stormwater regulations. Strategies affecting stormwater management within the City may also be included to the Stormwater Management Manual updates, with involvement and concurrence from all pertinent City Departments. Depending on the exact scope of the project, design needs and requirements for recommended projects may be documented for submittal to the City within a technical report detailing the repetitive loss assessment and stormwater management analysis. Repetitive loss assessment findings, recommended projects, BMPs and other strategies, as well as Stormwater Management Plan updates will be communicated with applicable stakeholders, organizations, and government agencies as directed by the City of Fairhope.

Community Engagement

Thompson proposes stakeholder outreach activities to include key members of the Fairhope community. Public meetings would be held to engage members of the community about the proposed Stormwater Management Manual and to solicit feedback and comments regarding any stormwater flooding and treatment concerns. The goal of any public meetings would be to facilitate an open forum for residents and stakeholders to provide input on any stormwater concerns and issues within their community. As required, our team will prepare maps and comment cards for use in the meeting to encourage conversations and gather public comments. Input from the public meeting will be used to identify areas of concern for flooding and for comparison to repetitive loss information and other available inundation data sources.

Thompson worked closely with the MBNEP to develop the Weeks Bay and Eastern Shore Watershed Management Plan's. Thompson worked closely with community stakeholders to identify implementation projects, such as a comprehensive approach to stormwater mapping and management.

EXPERIENCE AND BACKGROUND

STATEMENT OF REGISTRATION

Thompson is registered to conduct business in the State of Alabama as a Professional Engineering Firm (License Engineering #ECA438, Land Survey #LSCA665).

STATEMENT OF NAMES, DUTIES, AND QUALIFICATIONS OF KEY STAFF

Our team is comprised of specialized engineering and support staff that posses the qualifications and experience to provide the City of Fairhope with comprehensive stormwater modeling services. Hand-picked due to their technical ability as well as knowledge of stormwater systems and the included watersheds, the team listed below is excited for the opportunity to provide these services to the Fairhope Community. Below and in the following pages we have provided the names, duties, and statements of qualifications of each of our key team members. This information is inclusive of their years of experience and educational background.

CHARLES WEBER, PE

Project Director

BS/Civil Engineering, University of South Alabama
Professional Engineer: AL #34057

DUTIES:

- ✓ Project Manager Support
- ✓ Client Coordination
- ✓ Staff Allocation
- ✓ Budget Adherence

Charles is the Baldwin County Engineering Team Leader located in our Orange Beach office with over 15 years of experience in the design and construction of civil infrastructure projects in both the public and private industries. He has been involved in some level of permitting, design and construction of transportation improvement projects located in Baldwin County.

15 YEARS OF EXP

NICK COMBS, PE

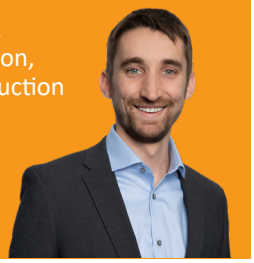
PROJECT MANAGER & POINT OF CONTACT

BS/ Civil Engineering, University of South Alabama,
Professional Engineer: AL #52734

DUTIES:

- ✓ Project Managagement
- ✓ Team Coordination
- ✓ Client Communication
- ✓ Civil Engineering Support

Nick is a Transportation Design Project Manager, on our Baldwin County Engineering team located in our Daphne, AL office. Nick's engineering experience includes drainage, stormwater, roadway, stream restoration design, plan production, cost estimating, bid services, and construction inspection.



4 YEARS OF EXP

ADAM McCULLOUGH

ASSISTANT PROJECT MANAGER - DATA COLLECTION & GIS

AAS / Civil Engineering Technology

DUTIES:

- ✓ Survey Technology
- ✓ GIS Coordination

Adam McCullough serves as a Project Manager and the Survey Technology Lead for Thompson Engineering. His 22 years of experience includes: recording plats, construction stakeouts, boundary, as-built, ALTA/ACSM and topographic surveys. Mr. McCullough has experience with the following Survey Equipment: Nikon, Sokkia, Topcon, Trimble Total Stations and Robotic Stations; Sokkia, Trimble and Topcon GPS Systems; SurveyPro, Carlson Surveyor+, Trimble Access Survey Software. Mr. McCullough also has completed training through Geophysical Survey Systems, Inc. in the theory and practice of applying subsurface interface radar in engineering and geophysical investigations.

22 YEARS OF EXP

MARSHALL HAYDEN, PE

ASSISTANT PROJECT MANAGER - STORMWATER RESILIENCY PLAN

MS/Civil Engineering, University of South Alabama, 2018
BS/Civil Engineering, University of South Alabama, 2016
Professional Engineer: AL #39033

DUTIES:

- ✓ Hydraulic Modeling
- ✓ Stormwater Mapping
- ✓ Civil Engineering

Marshall Hayden serves as the Hydraulic and Hydrologic Engineering Group Leader in Thompson Engineering's Mobile, AL office. His primary responsibilities include hydraulic and hydrologic (H&H) analysis and design to support studies as well as design and preparation of construction specifications and plans for flood risk management , ecosystem restoration, coastal, transportation, civil, and structural engineering related projects. Mr. Hayden is proficient in the use of H&H and coastal modeling and design software including HEC-RAS, HEC-HMS, HEC-SSP, HEC-FDA, HEC-DSS, LifeSim, ArcGIS, RMC-RFA, FlowMaster, PondPack, StormCAD, and WaterGEMS.

10 YEARS OF EXP

JANIC TERRY, PE, PLS
QA/QC & STORMWATER SME

BS/Civil Engineering, University of Alabama, 1983

Professional Engineer: AL #17633
Prof. Land Surveyor: AL #17633

DUTIES:
- ✓ Deliverable Review
- ✓ Technical Advisory
- ✓ Quality Control & Assurance

Mr. Terry has almost four decades of experience providing engineering and stormwater management to communities along the Gulf Coast and the State of Alabama. Mr. Terry has spent 2/3 of his career with the City of Mobile as Assistant City Engineer coordinating the City Engineering Department for street and drainage improvements, providing technical support for development permitting including review of CLOMR and LOMR submittals for development communities and city projects. Mr. Terry managed the Capital improvement projects,and coordinated with state and federal agencies.

38 YEARS OF EXP

VINCENT WALKER
DATA COLLECTION & GIS LEAD

BS/Geography (GIS) University of South Alabama
MS/Instructional Design & Dev. University of South Alabama

DUTIES:
- ✓ Database Management
- ✓ Web Application Production

Vincent has worked in the field of GIS professionally for over 14 years with much of that experience in facilities, asset, and construction management at the University of South Alabama. Since joining Thompson Engineering, he has worked to centralize data (current and archival) collected by the survey and specialty survey services teams by creating web products hosted in ArcGIS Online (AGOL). In a previous position he collaborated with internal Project Managers and Department Heads as well as external engineering firms, and construction site superintendents to create and maintain a GIS System that was utilized in managing and maintaining daily operations in the Facilities Management Department. The system was also a vital piece in planning and managing a 5 Year, $25+ Million Underground Infrastructure Upgrade at the university.

14 YEARS OF EXP

BRAD BUSBY, PLS
SURVEY

BS, Geomatics, Troy State University
BS, Environmental Science, Troy State University

Professional Land Surveyor: AL #26951, FL, LA, MS, TX

DUTIES: Survey Services

Through both education and experience, Mr. Busby is highly qualified in the surveying field. He has performed many types of surveys consisting of boundary, topographical, mortgage, as-built, ALTA/ACSM, site specific, DOT relocation and route surveys, subdivisions, GPS control surveys and USV (Un-manned Survey Vessel) hydrographic surveys. He has directed from one to seven survey crews; and is responsible for planning out surveys, including discussions with clients, adjacent landowners and all others impacted. Mr. Busby researches deeds, R/W information, easements, and all other surveying documents needed to perform surveys. He is responsible for mobilizing all survey crews needed to complete the job within all standards and regulations required in each state the work is being performed.

26 YEARS OF EXP

DANA BROWN PLA
STORMWATER PLAN ASSEMBLY & PUBLIC ENGAGEMENT

MLA, Harvard Graduate School of Design BLA, LSU

Professional Landscape Architect: LA #B-360
Certified Planner, 021644

DUTIES: Stormwater Plan Assembly and Public Engagement & Involvement

Dana Brown has 42 years of experience as a landscape architect and planner, managing large projects with construction budgets over $9 million as well as small park projects with construction budgets as low as $100,000. Dana pioneered stormwater management in Louisiana beginning in 2004, writing new ordinances that require developers to implement green infrastructure. As the most experienced stormwater management design professional in the state, Dana has designed tens of millions of dollars-worth of green infrastructure. She offers technical workshops on stormwater management to professional landscape architects, engineers, planners, and contractors, as well as lectures on the subject at Tulane University, University of New Orleans, Xavier University, and Louisiana State University.

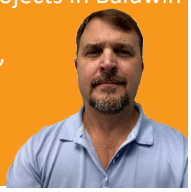
42 YEARS OF EXP

RICKY THAMES, PLS
DATA COLLECTION & GIS LEAD

Professional Land Surveyor: AL #28264

DUTIES: Land Survey

Ricky is a Land Surveyor located in our Daphne office with extensive experience working on surveying projects in Baldwin County. He has performed many types of surveys consisting of boundary, topographical, mortgage, as-built, ALTA/ACSM, site specific, DOT relocation and route surveys.



28 YEARS OF EXP

ERIC JACKSON, PE
CIVIL SUPPORT

BS/ Civil Engineering, University of Alabama, 2009
Professional Engineer: AL #34844

DUTIES: Stormwater Modeling Support & Civil Engineering

Eric Jackson is a senior civil engineer experienced in the planning, permitting, design, construction and construction administration of civil infrastructure projects. Eric has experience managing many aspects of various infrastructure projects located across the Southeast. Mr. Jackson was previously oversaw engineering activities for the Rowe Engineering, primarily the planning and design of grading, drainage, water distribution and sewer collection plans.

12 YEARS OF EXP

DONOVAN DUFFY, PE
H&H SUPPORT

BS, Civil Engineering, LSU, 2013
MBA, University of New Orleans, 2015

DUTIES: Stormwater Modeling Support & Civil Engineering

Donovan specializes in stormwater management and drainage design, including hydraulic impact analysis. He is also involved in many fields of civil engineering design including roads, drainage, sanitary sewer: collection, lift stations, force mains, and treatment systems, water treatment and distribution networks, environmental and recreation.

10 YEARS OF EXP

KAYLA CAMP
CIVIL SUPPORT - UTILITIES

BS/Mechanical Engineering, University of South Alabama

DUTIES: Stormwater Modeling Support

Kayla is a Mechanical Engineer with experience includes utility design, pump stations, wet wells, drainage, and HDD design, plan production, cost estimates, bid services, and construction inspection.

3 YEARS OF EXP

CHRISTOPHER GRANT, PLA
PUBLIC ENGAGEMENT

BS/Landscape Architecture, Louisiana State University, 2005

Professional Landscape Architect: AL #809

DUTIES: Public Engagement & Involvement

Christopher has nearly two decades of experience providing public engagement for municipal projects in Baldwin County. His passion for design is energized by the relationships he is able to develop with his clients. Christopher works collaboratively across design disciplines to ensure the built project meets and exceeds his clients' expectations.

19 YEARS OF EXP

thompson
ENGINEERING

STATEMENT OF PROFESSIONAL STANDING

Our firm enjoys an outstanding reputation in the engineering field and is from time to time named in lawsuits. Any current or pending lawsuits will not affect Thompson's ability to perform under this contract. No pending controversies exist with the Alabama Board of Licensure for Professional Engineers and Land Surveyors or with any other State agency. We are in good standing in all jurisdictions in which we conduct business.

Discipline	No.
Architect	7
Biologist	11
CADD Technician	21
Civil Engineer	13
Construction Inspector	210
Construction Manager	20
Cost Engineer / Estimator	3
Electrical Engineer	4
Environmental Engineer	3
Environmental Scientist	11
Geotechnical Engineer / Foundation	12
GIS Specialist	4
Geologist	6
Hydraulic Engineer	4
Interior Designer	1
Registered Land Surveyor	18
Landscape Architect	3
Mechanical Engineer	2
Project Manager	18
Safety / Occupation Health Engineer	2
Scheduler	3
Structural Engineer	13
Transportation Engineer	23
Support Staff	100+

STATEMENT OF AVAILABILITY AND ADEQUACY

The Thompson Team has the breadth and depth of resources to support this project in a timely manner. This is evidenced by the number of our team members bringing relevant, recent, and local experience and expertise. We have the resources to provide qualified personnel in any discipline needed to complete your projects on time and within budget utilizing our local staff.

Thompson have over 570 personnel with 250+ of these employees based/living in Alabama. Our diversified expertise enables us to provide a variety of services including environmental consulting, preliminary design and cost estimating, final design, and construction administration for any type of project. A breakdown of our personnel by discipline is shown to the left.

We are confident of the availability of personnel with the required disciplines to accomplish the tasks awarded through this contract. Our proposed project team is staffed with individuals who have previous experience similar to the scope of work for this project. The Thompson team will bring the necessary resources to ensure schedules are met and the required expertise is utilized to complete projects in an efficient and timely manner.

LIST OF OTHER QUALIFIED PERSONNEL

Should additional staffing resources be needed to support this project, our team has additional personnel with the appropriate level of experience necessary to meet the project requirements.

Specifically we would like to mention:

- **Suzanne Sweetster, CPESC** - Public Engagement & Stormwater Management
- **Eric Jackson, PE, Snezana Dragosavjvic, & Kelly Rosson** - Civil & Stormwater Support
- **Billy Roberts, Brett Phillips, Ken Maston, & Nate Swaim** - Survey Party Cheifs located in Baldwin County
- **30+ additional professional staff in Baldwin County ready to serve the City of Fairhope.**

STATEMENT OF SOUND FISCAL BASIS

Thompson Engineering (Thompson) is an employee-owned company operating on a sound financial basis since 1953.

STATEMENT OF WORK LOCATION

Thompson Engineering is has three office locations with 30+ staff working in Baldwin County on a daily basis. Nearly every service for this project will be performed from our Daphne, Spanish Fort, and Orange Beach offices with support from our Mobile offices and assistance from Dana Brown & Associates New Orleans office.

Our Project Manager is located approximately:

- ✓ **5 miles from the project location**
- ✓ **can be on-site within 15 minutes should his assistance be required to mitigate challenges**

LOCAL EXPERIENCE

Thompson Engineering has offices in Mobile, Daphne, Spanish Fort, and Orange Beach and since 2001, our team has completed more than 50 projects for the City of Fairhope, as well as having worked as a subconsultant for the City. These projects have encompassed a wide range of services including Architectural Design, Civil Engineering, Environmental Consulting and Permitting, Structural Engineering, and Construction Materials Testing Services. Below we have provided a sampling of just some of the projects we have successfully delivered for the City of Fairhope:

- Flying Creek Nature Preserve
- Refurbish Wells #2 and #9 for the Water Department
- Planter's Pointe Lift Station
- Pump Station and Force Main Improvements
- Fairhope Public Utilities, New Wastewater Treatment Plant
- Fairhope Water Reclamation Facility
- Multiple Subdivision Drainage Reviews and Designs
- Creek Restoration Project
- NWF Grant Assistance
- Low Impact Design Allowances
- Professional Services for Painting Water Towers
- Fairhope Radio Tower
- Fairhope Pier
- Fairhope K-1 and NEST Learning Campus
- Fairhope Public Library
- Fairhope Recreation Center and Pool
- Fairhope Skate Park
- Fairhope Football Fields
- Fairhope Tennis Club
- Various Sidewalk and Paving Improvement Projects
- Hazardous Materials Surveys
- Development of the City's Comprehensive Plan
- ATRIP Bridge and Roadway Improvements Projects

Throughout our more than two decades working in and with Fairhope, Thompson has developed an in-depth working knowledge of local expectations, specification, and standards used by the City and local utilities.

EXPERIENCE WITH SERVICES OF A SIMILAR NATURE

Our team is experienced in providing stormwater management, stormwater management plans, GIS, survey, H&H modeling and public engagement. Below we have provided some of our most relevant projects.

PROJECT NAME, LOCATION, & CLIENT	PROJECT DESCRIPTION	PROJECT RELEVANCE
FLYING CREEK NATURE PRESERVE MASTER PLAN *FAIRHOPE, AL* *REFERENCE:* City of Fairhope *DATES:* Ongoing	 Thompson Engineering, together with our partner, Watershed, was selected to create a Master Plan aligned with the City's vision for this unique property. Thompson Engineering served as the Landscape Architect and Engineers of Record, leading all phases of design and document development. Watershed served as the Architect of Record. Thompson and the project team lead an extensive public engagement process conducting meetings to receive feedback from the local residents and key stakeholders to develop the overall program and goals for the project.	✓ CITY OF FAIRHOPE PROJECT ✓ PLANNING PROJECT ✓ FAIRHOPE WATERSHEDS ✓ UTILITY COORDINATION
SIMILAR KEY STAFF: C. Weber, C. Grant, K. Camp, N. Combs,		
UNITI FIBER – ATT TAMPA POLYGON 3 *TAMPA, FL* *REFERENCE:* UNITI Fiber *DATES:* 2020 - 2022	 Thompson Engineering provided surveying, mapping and utility permitting for 298 miles of new fiber build through Sarasota and Tampa Florida. Thompson coordinated the proposed fiber route with Uniti Fiber then deployed multiple survey crews to locate all visible utilities within the limits of the corridor. Thompson worked closely with the local municipalities in requesting and working with their GIS data to help with mapping. Once all the survey data was compiled for each individual route Thompson put the permit package together and submitted to the governing ROW jurisdiction. Thompson tracked the progress of the project through ArcGIS field maps by having the ability to change route status to each predetermined stage of the permit.	✓ SURVEY ✓ GIS MAPPING ✓ UTILITY COORDINATION
SIMILAR KEY STAFF: A. McCullough(PM), V. Walker, R. Thames, E. Jackson, D. Duffy, K. Rosson		

PROJECT NAME, LOCATION, & CLIENT	PROJECT DESCRIPTION	PROJECT RELEVANCE

BEULAH HEIGHTS STORMWATER STUDY
CITY OF FOLEY, AL

Thompson developed a stormwater management plan for the Beulah Heights community within the Wolf Creek watershed. The study focused largely on the developed areas of the watershed and is part of a larger ongoing effort by the City of Foley and other stakeholders to improve community resilience to future flooding events. The development of the plan included community engagement through a series of public and stakeholder meetings to document and assess the community risks to flooding. GIS-level data was gathered for all major drainage conveyance systems in the community and incorporated into a hydrologic and hydraulic study used to analyze adequacy of existing stormwater systems and make recommendations for improvements. At the request of the City, the plan provided a list of priority projects needed to address the most vulnerable and failing areas in the community.

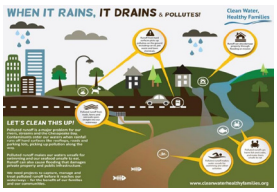
- ✓ STORMWATER MANAGEMENT PLAN
- ✓ PUBLIC INVOLVEMENT

REFERENCE:
City of Foley Sustainability & Natural Resources Department

DATES: 2023

SIMILAR KEY STAFF: C. Weber (PD), N. Combs

GREEN INFRASTRUCTURE TOOLKIT & MAINTENANCE TOOLKIT
NEW ORLEANS, LA



Dana Brown & Associates was hired to work with the City of New Orleans and project engineers to develop a city-wide set of green infrastructure construction details that will serve as a template for design professionals to utilize when designing green infrastructure facilities on projects throughout New Orleans. It is the City's intent to create a more sustainable and resilient city by utilizing a number of stormwater management facilities that will reduce and filter pollutants from runoff during regularly occurring storm events. These green infrastructure facilities promote infiltration and reduce localized flooding. The Toolkit includes a guidance document for each of the facility types, construction documents and specifications, as well as a stormwater calculator. These tools are to be used as a starting point for designers so that they can then alter them to meet site specific requirements. The stormwater calculator and details for a more efficient review process by the City, as there is a standardized form to be filled out and reviewed.

- ✓ STORMWATER MANAGEMENT
- ✓ MAINTENANCE
- ✓ PLAN ASSEMBLY
- ✓ PUBLIC INVOLVEMENT

REFERENCE:
City of New Orleans

DATES: 2017

SIMILAR KEY STAFF: D. Brown (PM)

CITY OF MOBILE STORMWATER PLAN
MOBILE, AL

Janic Terry served as the City of Mobile Project Manager and Assistant City Engineer and Rickey Thames served as the survey team lead for the City of Mobiles Stormwater Plan. Janic and Ricky can bring insights to the City of Fairhope from both sides of the project including lessons learned and challenge mitigation.

- ✓ STORMWATER PLAN
- ✓ STORMWATER MANAGEMENT
- ✓ DATA COLLECTION
- ✓ SURVEY
- ✓ LOCAL PROJECT

REFERENCE:
City of Mobile

DATES: 2023

SIMILAR KEY STAFF: R. Thames (Lead Surveyor with previous firm) & J. Terry (City of Mobile Project Manager)

MONTZ DRAINAGE MASTER PLAN UPDATE
DESTREHAN, LA

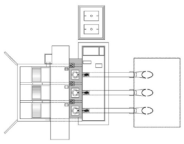
Our team analyzed the area by converting previously prepared stormwater modeling using Hydrologic Engineering Center Hydrologic Model System (HEC-HMS) and Hydrologic Engineering Center River Analysis System (HEC-RAS) to Stormwater Management Modeling (SWMM). The program computed the rate and volume of runoff from a specified rainfall event and calculates the natural water surface elevations. Our team used this program to complete a Hydrologic and Hydraulics (H&H) Study. The major canals and pump stations were modeled for the Montz area of St. Charles Parish. The 10, 25, 50 and 100-year storm events were analyzed. Flood prone areas were identified, and drainage improvements modeled to see the potential benefits of the project. The goal was to reduce water surface elevations and improve flow. Potential projects were ranked in order of priority and preliminary construction costs were estimated. The data was compiled in a Master Plan along with potential funding sources and presented to the Council and the public.

- ✓ STORMWATER MODELING
- ✓ MASTER PLANNING
- ✓ COASTAL ZONE

REFERENCE:
St. Charles Parish

DATES: 2019

SIMILAR KEY STAFF: D. Duffy (PM)

PROJECT NAME, LOCATION, & CLIENT	PROJECT DESCRIPTION	PROJECT RELEVANCE
LOW IMPACT DEVELOPMENT GUIDEBOOK & PROGRAM *ST. TAMMANY PARISH, LA* *REFERENCE:* St. Tammany Parish *DATES:* 2021 - 2022	DBA was tasked with creating St. Tammany Parish's first-ever Low Impact Development program, with a goal of integrating the Parish's natural features and effective green infrastructure to promote stormwater best management practices. The fast-growing Parish recently attempted to curb residential development due to strains on water and sewerage utilities, along with flooding after heavy rainfall. After reviewing the parish's existing ordinances related to construction developments, DBA provided recommendations to amend existing codes and ordinances that would support low impact development. The goals include: increase water quality within the Lake Pontchartrain Basin, and reduce flooding caused by the increased runoff associated with development.	✓ STORMWATER PLAN ✓ STORMWATER MANAGEMENT ✓ DATA COLLECTION ✓ SURVEY ✓ UTILITY COORDINATION DANA BROWN & Associates
SIMILAR KEY STAFF: D. Brown (PM)		
SYLVIA ESTATES PUMP STATION *JEFFERSON PARISH, LA*  *REFERENCE:* St. Bernard Parish Public Works Department *DATES:* Ongoing	Our team is currently preparing the Design and Construction Documents for a new 500 CFS drainage pump station in St. Bernard Parish. The pump station will include three 54" vertical propeller axial flow pumps with diesel engines. The engines and electrical control systems will be housed in a steel building structure which will also include a crane system for removing and servicing the engines. A 60' x 80' intake basin will be constructed along the 40 Arpent Canal and a 50' x 75' discharge basin will be constructed in the marsh area on the opposite side of the levee system. Both basins will utilize a steel sheet pile wall system and the discharge basin will include a concrete bottom slab.	✓ STORMWATER MODELING ✓ GULF COAST PROJECT
SIMILAR KEY STAFF: D. Duffy (PM)		
ST. BERNARD MASTER DRAINAGE PLAN *ST. BERNARD PARISH, LA* *REFERENCE:* St. Bernard Parish Public Works Department *DATES:* 2022	 During the first phase of the project, maps were prepared to identify flood prone areas, repetitive loss areas, and areas which have flooded in the past based on information provided by the Parish Floodplain Administrator. The second phase of the project included hydraulic modeling. Subdividing the watersheds of the study area, determining reaches, and computing times of concentration was included for analysis. The drainage system was analyzed for existing conditions for the 25 and 100-year storm events. The evaluation addressed the major canals and outfalls. Maximum stage and flow rates were shown for major intersections, major crossings, and other significant locations.	✓ STORMWATER MODELING ✓ GULF COAST PROJECT
SIMILAR KEY STAFF: D. Duffy (PM)		
MBNEP LOWER FISH RIVER RESTORATION *BALDWIN COUNTY, AL* *REFERENCE:* MBNEP *DATES:* 2022	 This project involved the engineering, design and construction related activities for up to 1,650 linear feet of stabilized and restored stream on an unnamed tributary to Fish River (locally known as Spring Branch) in the community of Marlow. Thompson worked with MBNEP to improve hydrology in the Lower Fish River Watershed to improve water quality entering Weeks Bay, reduce sediment and nutrient loads entering Weeks Bay, and to improve biological conditions of wetlands and riparian buffers of priority headwater tributaries in the Lower Fish River Watershed. In addition to reducing sediment loads, stabilization of an approximately 20' deep headcut was a major focus for this project.	✓ ENGINEERING DESIGN ✓ CONSTRUCTION ADMIN ✓ MODELING ✓ ALTERNATIVE EVALUATION ✓ ENVIRONMENTAL ✓ TOPOGRAPHIC SURVEY
SIMILAR KEY STAFF: N. Combs, K. Camp		
EMERGENCY / DRAINAGE REPAIR SITES *BALDWIN COUNTY, AL* *REFERENCE:* Baldwin County Highway Department *DATES:* 2022-2023	 The Baldwin County Highway Department hired Thompson Engineering to perform hydraulic analysis and design of emergency drainage repairs needed at 9 highway crossings throughout Baldwin County, resulting from flooding damage during Hurricane Sally. Thompson performed topographic and stream surveys and hydraulic analyses to adequately size multiple box culverts, roadway pipes and ditches to accommodate future flooding events. The hydraulic analyses required field inspections and reviews of flooding history in order to determine recommended improvements.	✓ SURVEY ✓ GEOTECHNICAL ✓ HYDRAULIC ✓ MODELING ✓ ENGINEERING DESIGN ✓ PERMITTING
SIMILAR KEY STAFF: C. Weber (PM), N.Combs, R. Thames		

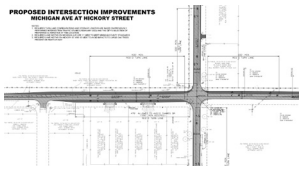
PROJECT NAME, LOCATION, & CLIENT	PROJECT DESCRIPTION	PROJECT RELEVANCE

CITY OF FOLEY MICHIGAN AVE RETENTION POND

FOLEY, AL

REFERENCE:
City of Foley Sustainability & Natural Resources Department

DATES: Ongoing



Thompson Engineering is currently under contract with the City of Foley to complete improvements to the Michigan Ave Regional Detention Pond, a priority project identified within the Buelah Heights Stormwater Study. The proposed improvements to the existing pond include maintenance and improvements to restore functionality and improve capacity. Using a combination of hydraulic and stormwater modeling, Thompson Engineering is investigating alternatives to increase pond capacity and infiltration, improve outlet works efficiency, and improve maintenance requirements and water quality with the addition of a sediment forebay.

- ✓ SURVEY
- ✓ GEOTECHNICAL
- ✓ HYDRAULIC MODELING
- ✓ ENGINEERING DESIGN
- ✓ PERMITTING

SIMILAR KEY STAFF: C. Weber (PM), N.Combs, R. Thames, M. Hayden

UNIVERSITY OF SOUTH ALABAMA STORMWATER PLAN

MOBILE, AL

REFERENCE:
USA - Buckley Kelley

DATES: 02/2015-06/2015

As GIS Specialist at the University of South Alabama, Vincent collected and coordinated collection teams, and was solely responsible for creating a GIS database of the University's Stormwater as part of the University kick off for its underground infrastructure study. Over the course of three months (February 2015-April 2015) he coordinated daily with cross-functional teams that surveyed approximately 1,200 storm structures on the campus. Vincent personally conducted the collection of survey grade data of each storm structure and produced GIS data. This data was also shared with an Engineering Firm in Montgomery to produce a stormwater module for the campus. Additionally, he coordinated with Smith Industrial Services Inc. to perform cleaning of obstructed structures so that proper inspection could occur.

- ✓ STORMWATER PLAN
- ✓ STORMWATER MANAGEMENT
- ✓ GIS
- ✓ DATA COLLECTION

SIMILAR KEY STAFF: V. Walker (GIS Project Manager as a part of USA Staff)

PANAMA CANAL INTEGRATED WATER RESOURCE MANAGEMENT STUDY

PANAMA

REFERENCE: USACE

DATES: 2021 - 2022

Marshall Hayden provided the integrated water resource study to assess water supply and loss mitigation alternatives for the Panama Canal Authority. Serving as Lead Geospatial Engineer he was responsible for processing, managing, and disseminating all study spatial data for an integrated team of 50+ personnel including subject matter expert engineers and leadership across the U.S. Army Corps of Engineers and the Panama Canal Authority. Additionally, he served as an H&H Team Member responsible for reservoir sedimentation and storage capacity analyses, water supply measure development and design, and hydrologic data analysis.

- ✓ GEOSPATIAL INFORMATION GATHERING

SIMILAR KEY STAFF: M. Hayden (Geospatial Lead for the USACE Mobile District)

EXPERIENCE CONDUCTING COMMUNITY ENGAGEMENT & OUTREACH

Our team has provided community outreach and engagement for multiple municipal clients. This experience includes public meetings, design charrettes, electronic surveys, paper surveys, and comment cards etc. Our team is well equipped to provide the City of Fairhope the needed community engagement services and support to provide the community with a comprehensive and effective stormwater management plan.

Most recently, Thompson worked closely with the City of Fairhope to conduct a comprehensive survey and stakeholder/ steering committee engagement process for the Flying Creek Nature Preserve project. This type of engagement process allows for community input and buy-in, while developing a program focused around the needs of the local citizens.

SIMILAR PROJECT REFERENCES

BEULAH HEIGHTS STORMWATER STUDY

REFERENCE:
Leslie Gahagan, Sustainability & Natural Resources Director, 251.923.4267

MONTZ DRAINAGE MASTER PLAN UPDATE

REFERENCE:
St. Charles Parish
Mr. Donald Edwards, Project Manager, 985.783.5100

PROJECT TEAM/LEVEL OF PARTICIPATION

KEY TEAM MEMBERS

Below we have provided a table with out proposed Key team members, their roles leading main project tasks and the percentage of time each is expected to commit.

NAME & ROLE	% OF TIME COMMITMENT
CHARLES WEBER, PE - Project Director	20%
JANIC TERRY, PE, PLS - QA/QC	20%
NICK COMBS, PE - Project Manager & POC	70%
ADAM McCULLOUGH - Asst. Project Manger - Data Collection & GIS	60%
MARSHALL HAYDEN, PE - Asst. Project Manger - Stormwater Resiliency Plan	70%
VINCENT WALKER - GIS Lead	70%
BRAD BUSBY, PLS - Survey Lead	50%
RICKEY THAMES, PLS - Survey	50%
JOHNNY HOLLEY, PLS - Survey	70%
DONOVAN DUFFY, PE - H&H Support	30%
NICK COMBS, PE - Civil Support	30%
KAYLA CAMP - Civil Support	20%
DANA BROWN, RLA - Stormwater Plan & Public Engagement *DB&A*	60%
CHRISTOPHER GRANT, PLS - Green Infrastructure & Public Engagement	20%

MINORITY AND WOMEN'S BUSINESS ENTERPRISES

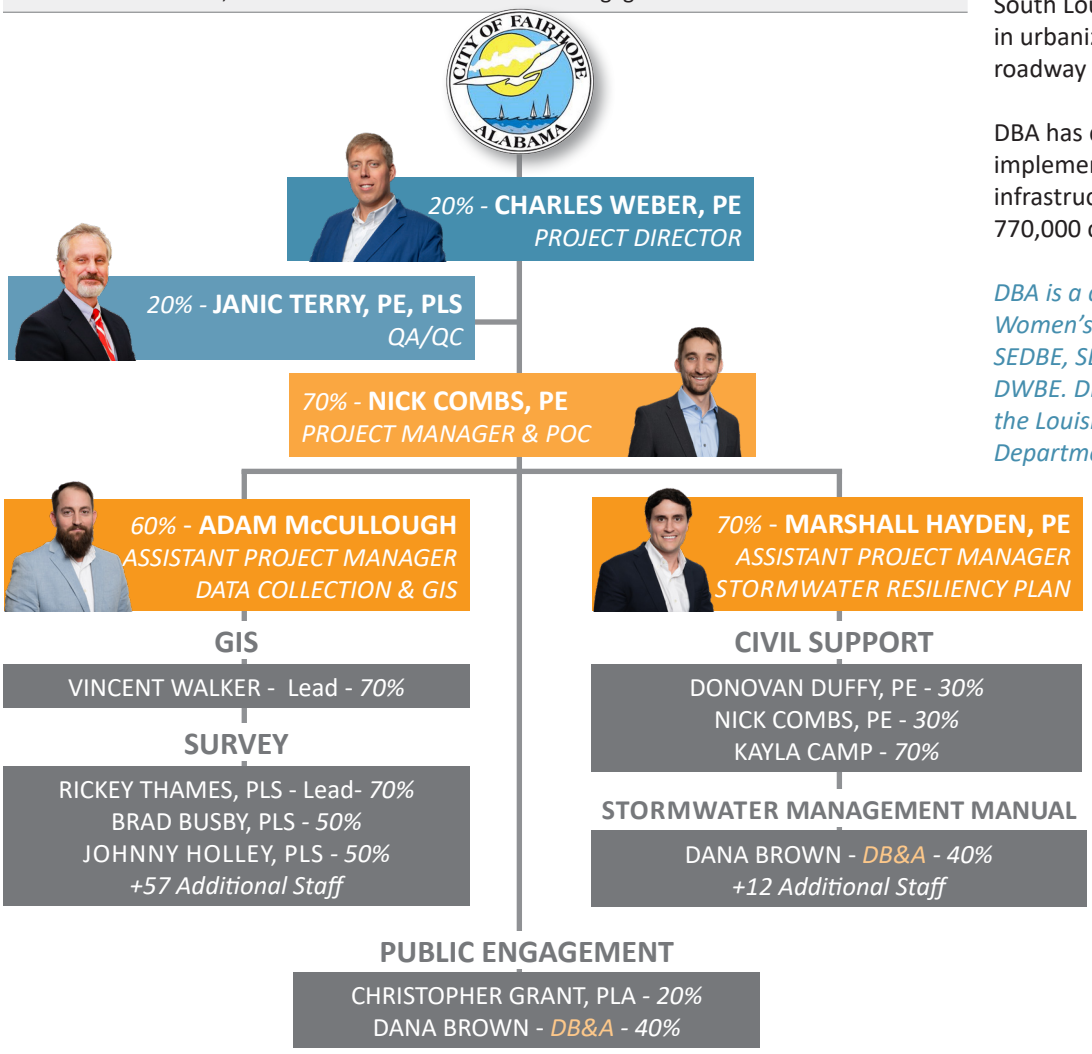
Thompson has partnered with WBE Dana Brown and Associates Inc due to their outstanding reputation and experience with stormwater planning and public engagement.

DANA BROWN & Associates

For over fifteen years DBA has been a proven leader in green infrastructure design and construction administration, as well as in educating professionals and the public. As a result, DBA's staff is one of the most knowledgeable and experienced at creating effective stormwater management systems in South Louisiana, particularly as retrofits in urbanized areas and in concert with roadway improvements.

DBA has designed and managed the implementation of over 40 acres of green infrastructure that manages roughly 770,000 cubic feet of stormwater runoff.

DBA is a certified Disadvantaged Women's Business Enterprise (WBE), SEDBE, SBA WOSB, SLDBE, and HANO DWBE. DBA is also certified through the Louisiana Economic Development Department's Hudson Initiative.



ORGANIZATIONAL CHART

We have provided an organizational chart to the left that details our project teams structure and decision making hierarchy, lines of communication, each members role, and percentage of availability for this project.

DB&A - DANA BROWN & ASSOCIATES, INC

EXPERIENCE FROM FEDERAL FUNDING

Much of our municipal work has been funded through a variety of federal sources, including the RESTORE program. In the past 10 years, Thompson has managed more than $173 million worth of federal funds for various projects throughout the Gulf Coast states. We are very experienced with the compliance and audit requirements for federally-funded programs. Again, we consistently do the right things for the right reasons and have never had an instance where a responsible Federal/State agency questioned or refused to fund a project expenditure under a contract for which Thompson was responsible. For years, Thompson has provided engineering and construction services in the Federal Government arena that involves a variety of federal funding sources such as CDBG, MDA, FEMA, NADA, DOD, SAG, and FHWA. Thompson has been involved with federally funded projects in Biloxi, Ocean Springs, Jackson County (Utility Authority), Jackson, Meridian, and Mobile through FEMA, the State Revolving Fund (SRF) program, USEPA Special Appropriations Grants (SAG), CDBG, Coastal Impact Assistance Grants (CIAP) and Section 592 (Mississippi) Water Resources Development Act (WRDA) grants. In total, our personnel have completed approximately 35 projects with the Alabama and Mississippi SRF program. Our staff has also completed, in the past 10 years, more than 100 sewer line rehabilitation projects for the Mobile Area Water and Sewer System (MAWSS), which include water and sewer elements, with CDBG, WRDA, SAG, and CIAP funding. Some of our other clients include: the AL, MS, TN, GA, and FL DOT's; US Army Corps of Engineers, Vicksburg and Mobile Districts; Mississippi and Alabama Army National Guard; Housing Boards (HUD); US Army; and the US Navy. We have included a matrix on the following page highlighting examples of our federally funded project experience and identified federal funds that are known.

CLIENT / PROJECT / LOCATION	PROGRAM	FEDERAL FUNDS	PROJECT ACTIVITIES
Mobile County Commission Mobile River Delta Marina Additional Improvements, Creola, AL	CIAP	Approx. $1.8 M	Grant writing, master planning and design for marina and
Mobile County Commission, City of Prichard Street Resurfacing	CDBG	$280k	Design and construction oversight.
Mobile County Commission, City of Chickasaw Street Resurfacing	CDBG	$400k	Design and construction oversight.
City of Chickasaw, Chickasaw Sidewalks	CDBG	$75k	Design and construction oversight.
Mobile County Commission, Citronelle, Grand Bay and Tillman's Corner Senior Citizen Centers	CDBG	$500K - $800k each	Architecture, interior design, space planning, civil engineering, and structural engineering.
Mobile Housing Board, Orange Grove Homes Renovations	CDBG / HUD	$13M	Program development, architecture, engineering design, interior design and space planning, finish selection, construction contract administration.
Mobile Housing Board, Hampton Park Housing Development	CDBG / HUD	$3.2M	Program development, architecture, engineering design, interior design and space planning, finish selection, construction contract administration.
Mobile Housing Board, Church Street East Hope VI Housing	CDBG / HUD	$1.1M	Program development, architecture, survey, geotechnical, engineering design, interior design and space planning, finish selection, construction contract administration.
Mobile Bay National Estuary Program, D'Olive Creek, Tiawasee Creek, and Joe's Branch Watershed Management Plan, Baldwin County, AL	USEPA: CWA Section 319	$45k	Project management; data compilation, evaluation, and synthesis; watershed characterization; wetlands assessment; stream geomorphologic and erosion assessments; environmental restoration and mitigation; conceptual engineering; feasibility evaluation; strategic financing; public outreach; and preparation of grant documents.
Mobile Bay National Estuary Program, Demonstration of Regenerative Step Pool Storm Conveyance for Restoration of Joe's Branch, Baldwin County, AL	USEPA: CWA Section 319	$645k (grant applied for)	Preliminary concept design and budgetary cost estimate, planning and coordination with stakeholders, preparation of grant application.
City of Pass Christian, Harbor Expansion and Harbormaster Building, Pass Christian, MS	CDBG / CIAP	$28 M	Planning / conceptual design for boat launch / public access facility; Geotechnical investigation; Permitting; Landside and marine drilling; Laboratory soils testing; Civil engineering; Drainage design; Geotechnical engineering; electrical and lighting; Construction support services

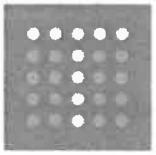
CLIENT / PROJECT / LOCATION	PROGRAM	FEDERAL FUNDS	PROJECT ACTIVITIES
City of Ocean Springs Front Beach Drainage Project Ocean Springs, MS	CIAP	$.25 M	Engineering design for drainage improvements.
City of Biloxi Infrastructure Repair, Biloxi, MS (RDN3)	FEMA	$19M	Survey, geotechnical engineering, and engineering design for roadway replacement.
City of Biloxi Infrastructure Repair, Biloxi, MS (DIV1/DIV2)	FEMA	$19M	Survey, geotechnical engineering, and engineering design for roadway replacement.
Harrison County Utility Authority, S-19B South Woolmarket Transmission Mains and Pump Stations Gulfport, MS	CDBG	$3.5M Construction Costs	Surveying, geotechnical, engineering design, environmental permitting, construction inspection, construction management, and contract administration.
City of Meridian Bridge Design. Meridian, MS	MDOT money through initiation of ARRA funds	$2.5M	Engineering design, construction engineering inspection, and contract administration.
Jackson County Utility Authority Vancleave Laboratory, Vancleave, MS	SRF Program	$917K	Engineering design and construction support services.
City of Biloxi Maritime Museum, Biloxi, MS	FEMA	$7M	Geotechnical investigation for waterfront museum.
US Navy, Design/Build Improvements, Camp Keller, MS	DOD	$16M	Architecture, surveying, geotechnical, engineering design, landscape architecture, LEED documentation, permitting, and contract administration.
MDOT-6th District Hurricane Katrina Debris Removal for 8 Counties in Mississippi	FEMA	$2MM	MDOT's designee in managing contractors, equipment inspection and measured containers, monitored debris removal and disposal sites, compiled and verified field data for FEMA, contract administration, traffic control and lane closure coordination with MDOT.
Sand Island Lighthouse Emergency Stabilization Repairs, Dauphin Island, AL	FEMA	$1.17M	Coastal, marine, geotechnical engineering; historic preservation; historic masonry consulting; and construction inspection and administration.
ALDOT, Garvee Bond Issue - County Bridge Replacement, Statewide, AL	FHWA	$6.25M	Project management, engineering design, surveys, ROW services, bid documentation, and construction engineering inspection.
Calhoun County Highway Department Evacuation Route Bridge and Roadway Design, Calhoun County, AL	FEMA	$10M	Engineering design, environmental assessments, and construction management.
Baldwin County Commission Robertsdale BRATS Facility Renovations and Fairhope Transportation Hub, Fairhope, AL	ARRA	$700K	Renovation design, site design, surveying, geotechnical, construction administration, ARRA reporting compliance, Davis-Bacon Wage Rate compliance.

In the past 10 years, Thompson has managed more than

$173 MILLION WORTH OF FEDERAL FUNDS

for various projects throughout the Gulf Coast states.

DELIVER TO:
Erin Wolfe
Purchasing Manager
City of Fairhope
555 South Section Street
Fairhope, AL 36532



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ENGINEERING

Response to RFQ No. PS24-034
Professional Engineering, Survey, and Graphical Information System (GIS) Services

Fairhope Area Storm Water Mapping & Resiliency Planning
City of Fairhope Project No. 2025-PWI 003

Attention: Erin Wolfe - Purchasing Manager

One (1) original, five (5) printed copies, & one (1) electronic copy

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-791

FROM:	Jeff Montgomery
SUBJECT:	The Director of Information Technology, Jeff Montgomery, is requesting to procure one (1) electric vehicle for the I.T. Department to replace the van that they will be transferring to the Public Works Department.
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

To approve the award of Bid No. 25-002 for (1) New Ford Mustang Mach E Electric Vehicle or Equivalent to Buster Miles Ford for not-to-exceed cost of $37,544.50, including delivery.

BACKGROUND INFORMATION:

A bid was issued on October 18, 2024, posted to the City of Fairhope's website, and published in the Gulf Coast Media. Two (2) responsive bids were received at the bid opening on November 6, 2024 at 2:00 p.m. Donohoo Chevrolet, LLC provided the low bid for an equivalent Chevrolet Equinox EV LT. The low bid cost is:
2025 Chevrolet Equinox EV LT $37,016.50
Delivery Fee $528.00
Total Cost: $37,544.50

The Director of Information Technology recommends the award be made to Donohoo Chevrolet, LLC. Their bid response price for the electric vehicle was Thirty-Seven Thousand Sixteen Dollars and Fifty Cents ($37,544.50).

The Van that the IT Department currently uses will be given to the Building Maintenance Department and replaced with this electric vehicle.

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
001160-50470	IT - Vehicles & Equip	$42,000.00	$37,544.50	$4,455.50

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids to procure (1) New Ford Mustang Mach E Electric Vehicle or Equivalent (Bid No. 25-002) for the I. T. Department at 555 South Section Street, City of Fairhope offices, Fairhope, Alabama.

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

Buster Miles Ford	$39,335.00
Donohoo Chevrolet, LLC	$37,554.50

[3] After evaluating the bids with required specifications, (1) New Ford Mustang Mach E Electric Vehicle or Equivalent (Bid No. 25-002) for the I. T. Department for a cost not-to-exceed of $37,544.50.

DULY ADOPTED THIS 21ST DAY OF NOVEMBER, 2024

_____
Jack Burrell, Council President

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
Bid No. 25-002 One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent
Opened November 6, 2024 at 2:00 P.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum I Acknowledged (Y/N)	New Ford Mustang Mach E Electric Vehicle or Equivalent Cost Per Vehicle	Delivery Fee (Optional)	Total Bid Cost (1 Vehicle plus Delivery)	Number of Days for Delivery of 1 Vehicle
Buster Miles Ford	Y/N	Y	$39,335.00	Included	$39,335.00	10-20 days
Donohoo Chevrolet, LLC	Y/Y	Y	$37,016.50	$528.00	$37,544.50	10 days

Recommendation:

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

Signature
Jeff Montgomery, Director of Information Technology

Signature
Erin Wolfe, Purchasing Manager

CITY OF FAIRHOPE

INVITATION TO BID

SEALED BIDS will be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St. Fairhope, Alabama, until 10:00 A.M. Wednesday, October 30, 2024, and then publicly opened thereafter, for furnishing all labor and materials, and performing all work required by the City of Fairhope and described as follows:

Bid Number 25-002
One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent

The City of Fairhope is requesting responses from contractors to provide one (1) new Ford Mustang Mach E Electric Vehicle or Equivalent. Bidder must provide delivery date for the vehicles. City reserves the right to award based on convenience of delivery date.

Bid documents will be posted on the City of Fairhope Website: www.FairhopeAL.gov or a copy may be obtained by e-mailing: Purchasing@FairhopeAL.gov. Specifications are on file and may be seen in the Purchasing Department of the City of Fairhope, Alabama, 555 S. Section Street. Prior to opening, Bid packages may be picked up at that location during normal operation, between 7:00 am and 4:00 pm local time.

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532, e-mail: Purchasing@FairhopeAL.gov, by Friday, October 25, 2024, at 2:00 P.M. or will be forever waived.

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT Documents in this regard. The **CITY** also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

All bids must be on blank bid forms provided in the Bid Documents. All bids, with their guarantee (when required), must be enclosed in a sealed, opaque envelope, clearly identified on the outside as a **"Sealed Bid" with Item Name, Bid Number, City of Fairhope's Name and Address and CONTRACTOR's Name and Address**. Each bid must be in a separate envelope. Bids made out in pencil will not be accepted. Failure to observe the instructions contained herein will constitute grounds for rejection of your bid. The **City** reserves the right to accept or reject all bids or any portion thereof, and to waive informalities and to furnish any item of material or work to change the amount of the CONTRACT, whichever is in the best interest of the City of Fairhope.

No bids will be considered unless the **CONTRACTOR,** whether resident or non-resident of Alabama, is properly qualified to submit a proposal for this type of work in accordance with all applicable laws of the State of Alabama. Where applicable, this shall include evidence of holding a current license from the State Licensing board for General BIDDERS, Montgomery, Alabama, as required by Chapter 8 of Title 34, of the Code of Alabama, 1975. In addition, the Awarded Vendor, if non-resident of the State, and if a corporation, shall show evidence of having qualified with the Secretary of State to do business in the State of Alabama. **CONTRACTOR** must have a current business license or purchase a business license with the City of Fairhope prior to work performed. No bids shall be withdrawn for the period of thirty (30) days subsequent to the opening of proposals without the consent of the City of Fairhope, Baldwin County, Alabama. Once completed, a tabulation of the responsive and responsible bids will be available for public viewing by visiting the following web address: www.FairhopeAL.gov.

INVITATION TO BID
NO. 25-002
ONE (1) NEW FORD MUSTANG MACH E ELECTRIC VEHICLE OR EQUIVALENT

CITY OF FAIRHOPE
SHERRY SULLIVAN, MAYOR

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ITEM I
INVITATION AND INSTRUCTIONS TO BIDDERS

1.00 BID INVITATION

Notice is hereby given that the **City of Fairhope ("CITY")** will receive bids on the project described herein. Qualified **BIDDERS** are invited to bid on this CONTRACT.

1.01 **BID NO.:** **25-002**
NAME: **One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent**

1.02 SUMMARY

The City of Fairhope is requesting responses from contractors to provide one (1) new Ford Mustang Mach E Electric Vehicle or Equivalent. Bidder must provide delivery date for the vehicles. City reserves the right to award based on convenience of delivery date.

1.03 BID DEADLINE

Bids will be received until 10:00 A.M. local time, Wednesday, October 30, 2024, at the City Services and Public Utilities Building, 555 South Section St., Fairhope, Alabama, and publicly opened shortly thereafter.

1.04 AVAILABILITY OF DOCUMENTS

Bid Documents may be obtained at the City Services and Public Utilities Building, 555 South Section Street., Fairhope, Alabama. One set of Bid Documents can be obtained free of charge.

1.05 INQUIRIES

Questions or comments pertaining to this bid must be presented in writing, sent as e-mail to the attention of the Purchasing Manager, Erin Wolfe, 555 South Section St., Fairhope, AL 36532,
e-mail: Purchasing@FairhopeAL.gov, by Friday, October 25, 2024, at 2:00 P.M. or will be forever waived.

1.06 SITE EXAMINATION

No pre-bid meeting is scheduled.

The City of Fairhope will not furnish any labor, material, or supplies unless specifically stated in the CONTRACT Documents. **BIDDERS** must be properly licensed to perform the work as outlined in the Scope of Work. Awarded Vendor must have a current business license or purchase a business license with the City of Fairhope prior to bid being awarded.

Except for CONTRACTS funded in whole or in part by funds received from a federal agency, preference shall be given to resident **BIDDERS** on the same basis as the nonresident **BIDDERS** state awards CONTRACT to Alabama **BIDDERS** bidding under similar circumstances. Therefore, non-resident **BIDDERS** shall submit with their bid a written opinion of an attorney at law licensed to practice law in the non-resident **BIDDERS** state of domicile as to preferences granted by that state to entities doing business in that state when letting public contracts.

1.07 BID SECURITY

Not Applicable.

1.08 PERFORMANCE ASSURANCE AND INSURANCE

Not Applicable

1.09 DURATION OF OFFER

Bids maybe withdrawn in written or telegraphic request received from **BIDDER** prior to the time fixed for opening. No bid shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the City Council of the City of Fairhope.

1.10 EQUAL OPPORTUNITY

The City of Fairhope is an Equal Opportunity Employer and requires that all **BIDDERS** comply with the Equal Employment Opportunity laws and the provisions of the CONTRACT Documents in this regard. The City of Fairhope also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

1.11 BID SUBMISSION AND PREPARATION

Sealed Bids, signed, executed, and dated, will be received by the City of Fairhope as noted in section 1.03 above. Submit one copy of the executed offer on the Bid Form provided, signed, and with the required Bid Security. **The bid shall be enclosed in a sealed opaque envelope approximately 9x12 inches or larger, clearly identified on the outside** as a **SEALED BID** with **the BID NAME, BID NUMBER, CITY'S NAME AND ADDRESS, CONTRACTOR'S NAME AND ADDRESS.**

Forms furnished, or copies thereof, shall be used, and strict compliance with the requirements of the invitation, these instructions, and the instructions printed on the forms is necessary. Special care should be exercised in the preparation of bids. **BIDDERS** must make their own estimates of the facilities and difficulties attending the performance of the proposed CONTRACT, including local conditions, uncertainty of weather, and all other contingencies. All designations and prices shall be fully and clearly set forth. The proper space in the bid and guaranty forms shall be suitably filled in.

Fill in all blanks on the bid form with non-erasable ink or type. Erasers or other changes must be explained or noted over the signature of the **BIDDER.**

The Bid Form may have a Contingency Allowance listed. Add this amount to the Base Bid to derive the Total Bid. The Contingency Allowance covers unforeseen conditions and shall not be used by the **BIDDER** without the written authorization of the **CITY**. At the conclusion of the project, the unused portion of the Contingency Allowance shall revert to the **CITY**.

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** satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

Each project will be bid separately unless otherwise expressly requested in the CONTRACT document. Combination bids, that is bids on separate projects lumped together as a single bid or on all or none basis, will not be accepted unless the CONTRACT document expressly requests or permits same.

1.12 BID INELIGIBILITY

Bids that contain irregularities of any kind may be declared unacceptable at the discretion of the **CITY**. The **CITY** may waive any irregularities and may reject any or all bids. Bids received after the deadline will be returned to the **BIDDER** unopened.

1.13 CONTRACT TIME

The **BIDDER** agrees to delivery of the vehicle per the submitted delivery date after the bid award and receipt of the purchase order.

1.14 INQUIRIES/ADDENDA

All Addenda are part of the CONTRACT Documents. Include resultant costs in the Bid. Addenda will be issued by E-MAIL and posted on the City's website: www.FairhopeAL.gov. It is the responsibility of the **BIDDER** to verify that all Addenda have been received.

Questions or comments pertaining to this bid must be presented in writing, sent via email Purchasing@FairhopeAL.gov by Friday, October 25, 2024, at 2:00 P.M. or will be forever waived.

1.15 BID ACCEPTANCE

Bid with lowest Total Bid amount from a responsive and responsible **BIDDER** may be accepted if within the CONTRACT Budget. In the event that alternates are listed on the Bid Form, the lowest combination of Total Bid and Alternate Bids accepted by the **CITY** shall be the accepted bid. Alternates shall be awarded in the order in which they are listed on the Bid Form.

1.16 BIDDERS INTERESTED IN MORE THAN ONE BID

If more than one bid is offered by any one party, by or in a name of his clerk, partner, corporation in which he has a substantial interest, or in which he is an officer, or other person, all such bids may be rejected. A party who has quoted prices on materials to a **BIDDER** is not thereby disqualified from quoting prices to other **BIDDERS** or from submitting a bid directly for the materials or work. The **CITY** reserves the right to determine in its discretion whether the provisions of this clause have been violated by any **BIDDER.**

1.17 ERRORS IN BIDS

BIDDERS or their authorized agents are expected to examine the maps, drawings, specifications and all other instructions pertaining to the work, which will be open to their inspection. Failure to do so will be at the **BIDDER'S** own risk. In case of error, in the extension of prices, the unit price will govern.

1.18 CONTRACT AND BOND

The **BIDDER** to whom award is made must, when requested, enter into written CONTRACT on the standard form as set out herein, with satisfactory security in the amount required, within the period specified, or, if no period be specified, within 15 days after the required forms are presented to him for signature.

1.19 COLLUSION

If there is any reason for believing that collusion exists among the **BIDDERS** any or all bids may be rejected, and those participating in such collusion may be barred from submitting bids on the same or other work with the **CITY**.

1.20 SUBLETTING OR ASSIGNING OF CONTRACT

Limitations: The CONTRACTOR shall not sublet, assign, transfer, convey, sell, or otherwise dispose of any portion of the CONTRACT, his right, title or interest therein, or his power to execute such CONTRACT, to any person, firm or corporation without written consent of the **CITY**, and such written consent shall not be construed to relieve the **BIDDER** of any responsibility for the fulfillment of the CONTRACT. Unless otherwise stipulated in the proposal or special provisions, the **BIDDER** shall perform with his own organization, and with the assistance of workmen under his immediate superintendence and reported on his payroll, all CONTRACT work of a value not less than 50 percent of the total CONTRACT amount, except that any items designated in the CONTRACT as "Specialty Items" so performed by SUB-CONTRACT may be deducted from the total CONTRACT amount before computing the amount of work required to be performed by the **BIDDER** with his own organization.

SUB-CONTRACTOR'S Status:

A **SUB-CONTRACTOR** shall be recognized only in the capacity of an employee or agent of the **CONTRACTOR** and the **CONTRACTOR** will be responsible to the **CITY** for all of the **SUB-CONTRACTOR's** work, including failures or omissions; and his removal may be required by the Project Manager, as in the case of an employee.

1.21 PROSECUTION OF WORK

The **BIDDER** shall prosecute the work continuously and diligently in the order and manner set out in his schedule as approved by the **CITY**. He shall provide sufficient satisfactory materials, labor, and equipment to ensure that the work will be completed in a satisfactory manner within the time specified in the CONTRACT.

Should the **BIDDERS** fail to maintain a satisfactory rate of progress, the **CITY** may require that additional forces and/or equipment be placed on the work to bring the project up to schedule and maintain it at that level.

Should the **BIDDER** fail to furnish sufficient satisfactory equipment and/or labor for maintaining the quality and progress of the work at satisfactory level, the **CITY** may withhold all estimates that may become due until satisfactory quality and progress are maintained; or the CONTRACT may be annulled.

END OF INVITATION AND INSTRUCTIONS TO BIDDERS

ITEM II
VEHICLE DESCRIPTION

Bid No. 25-002
One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent

The City of Fairhope is requesting responses from contractors to provide one (1) New Ford Mustang Mach E Electric Vehicle or Equivalent. Bidder must provide delivery date for the vehicle. City reserves the right to award based on convenience of delivery date.

Vehicle shall have the following or equivalent:

- Mustang "Select" Model or Equivalent
- Color: White
- Electric Motor: Primary eMotor (Rear)
- Rear Wheel Drive (RWD), 266 hp
- Battery Type: Standard Range Usable Battery Capacity 70 kWh)
- Battery Standard Range: EPA – Estimated 247 miles
- Base Vehicle Warranty: 3 Years/ 36,000 Bumper to Bumper
- Battery Warranty: 8 Years or 100,000 miles
- 317 lb.-ft. of torque/430 Nm
- Front Suspension: Independent MacPherson strut-type or equivalent
- Rear Suspension: Independent integral link helical coil springs and gas-pressurized dampers or equivalent
- Traction Assistance
- Brakes: Power 4-wheel disc with Anti-Lock Brake System (ABS)
- Steering: Electric power-assisted steering

Exterior Features:

- Manual Liftgate
- LED Reflector Headlamps
- Courtesy Delay and Wiper-Activated Headlamps
- LED Taillamps with Sequential Turn Signals
- Mirrors, Sideview – Manual Fold, Heated Power Glass, LED Turn Signal Indicators
- Windshield – Laminated Glass
- Rear Window Defroster and Washer
- Wheelbase: 117.5 in.

Interior Features

- Max Seating Capacity: 5
- Cargo Space Behind Rear Seat: 29.7 cu. Ft.
- Cargo Space Behind First Row: 59.7
- Front Trunk Size: 4.7 cu. Ft.
- Air Conditioning Factory Installed
- Radio AM/FM with BlueTooth
- Wireless Charging Pad
- Powerpoints: 12V – Front Console and Cargo Area
- 360 Degree Canera with Split View
- Airbags: Driver and Front Row passenger dual-stage, driver knee, Front-Seat mounted side-impact, rear-seat mounted side-impact, side curtain
- Door locks: Power lock/unlock

These specifications shall be interpreted as a minimum standard of quality. Brand name or equivalent specification means a specification limited to one or more items by manufacturers' name or model numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the City's requirements, and which provides for the submission of equivalent products. If the Contractor opts to propose an equivalent brand, product, material or source outside these specifications, then a submittal will be required. The City reserves the right to evaluate and refuse a proposed equivalent material.

October 29, 2024

Addendum 1

Bid No. 25-002

One (1) New Ford Mustang Mach E Electric Vehicles or Equivalent

Addendum 1 contains bid clarification and revised Bid Response Form.

This bid will be opened at the City of Fairhope's City Services and Public Utilities Building, 555 South Section Street, Fairhope, AL 36532 at 2:00 PM on Wednesday, November 6, 2024. Vendors shall acknowledge this Addendum 1 on their submitted Revised Bid Response Form.

Bid opening date has been postponed until Wednesday, November 6, 2024, at 2:00 PM.

Clarifications to Bid:

- The Bid Response Form has been revised to include an optional delivery fee line. See attached REVISED Bid Form. If the bidder has already submitted a bid, they may withdraw the original bid and resubmit with the Revised Bid Response Form. New bid must be received by the Purchasing Office prior to the new bid opening date of Wednesday, November 6, 2024, at 2:00 PM.

ITEM III
BID RESPONSE FORM
(REVISED)

Date: 10 / 29 / 2024

Bid No: 25-002 **One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent**

Bids Due: Wednesday, November 6, 2024, 2:00 P.M.

DESCRIPTION	QTY	COST PER VEHICLE
New Ford Mustang Mach E Electric Vehicles or Equivalent	1	$37,016.50
Delivery Fee (Optional)	1	$528.00
Total Bid Cost		$37,544.50
Bidding an Alternate Make/Model (Y)N)	Check Yes ✓	
Alternate Make/Model	2025 Chevrolet Equinox EV LT	
Alternate Make/Model Specifications Provided	Check Yes ✓	
Number of Days for Delivery of 1 Vehicle	10	

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

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

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
1, one	10/29/24		

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

If Individual or Partnership

(Name of Individual or Partnership) (Name of Partner Print)

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

Address

Phone Number ( ) Fax Number ( )

E-mail address Alabama Contractor's License No.

Foreign Entity ID (if outside of Alabama)

If Corporation or LLC

Company Donohoo Chevrolet, LLC

State of Incorporation Alabama

Company Representative Jonathan Renfro
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative
(Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address 1000 Greenhill Blvd. NW
Fort Payne, AL 35967

Phone Number (256) 845-3525 Fax Number (256) 845-6974

E-mail address jrenfro@donohooauto.com AL CONTRACTOR's License No. N/A

Foreign Vendor Id N/A

BID PROPOSAL NOTARIZATION:

STATE OF Alabama }

COUNTY OF Dekalb }

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

Given under my hand and Notary Seal on this 29 day of October, 2024.

DONALD C. FISCHER NOTARY PUBLIC ALABAMA STATE AT LARGE

NOTARY PUBLIC

MY COMMISSION EXPIRES 3/23/2027

My Commission Expires
03-23-2027

ITEM IV
CONTRACTOR INFORMATION

This Section must be printed, completed, and turned in with your bid response to

Business Organization

Name of CONTRACTOR (exactly as it appears on W-9):
Donahoo Chevrolet, LLC
Doing-Business-As Name of CONTRACTOR:

Principal Office Address: 1000 Greenhill Blvd. NW
Fort Payne, AL 35967

LOCAL Telephone Number: 256-845-3525 Toll- Free N/A

LOCAL Fax Number: 256-845-6974

Email address: jrenfro@donahooauto.com
Website: Donahoochevrolet.com

Form of Business Entity [check one ("X"]
Corporation ____
Partnership ____
Individual ____
Joint Venture ____
Other (describe): X LLC

Corporation Statement
If a corporation, answer the following:
Date of incorporation: _____
Location of incorporation: _____
The corporation is held: Publicly ___
Privately ___

Partnership Statement
If a partnership, answer the following:
Date of organization: _____
Location of organization: _____
The partnership is: General ___
Limited ___

Joint Venture Statement
If a Joint Venture, answer the following:
Date of organization: _____
Location of organization: _____
JV CONTRACT recorded? Yes ___ No ___

Contact: Jonathan Renfro Email jrenfro@donahooauto.com

Phone 256-845-3525 Fax 256-845-6974

END OF CONTRACTOR INFORMATION

ITEM VIII

ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, *Code of Alabama* (1975) Section 31-13-1** through **Section 31-13-30** (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to CONTRACTs with the City of Fairhope, Alabama. All business entities entering into CONTRACTs with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into a CONTRACT to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general CONTRACTOR, SUB-CONTRACTOR, independent CONTRACTOR, CONTRACT employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent CONTRACTOR working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a) and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUB-CONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing CONTRACT by a CONTRACTOR, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 Mandatory Clause

All CONTRACTS or CONTRACTS to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

> ***"By signing this CONTRACT, the CONTRACTING parties affirm, for the duration of the CONTRACT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a CONTRACTING party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom."***

For purposes of this section, "CONTRACT" shall mean a CONTRACT awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the CONTRACT Review Permanent Legislative Oversight Committee.

4.0 CONTRACTs Involving Business Entity, or Employer

As a condition for the award of any CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the CONTRACT, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 CONTRACTS Involving Subcontracting

Any SUB-CONTRACTOR on a project paid for by CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the CONTRACT, the SUB-CONTRACTOR shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to SUB-BIDDERS performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the SUB -CONTRACTOR.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.

END OF ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

ITEM VI

City of Fairhope
CONTRACT

This **CONTRACT** is made this _____ day of _____, 202__, by and between the City of Fairhope (hereinafter referred to as the "**OWNER**") and _____ (hereinafter referred to as the "**CONTRACTOR**"), for

Bid Number/Name

The **OWNER** and the **CONTRACTOR** agree as set forth below:

1. The CONTRACT consists of all the items contained within this CONTRACT, The Proposal Package, Proposal, Scope of Work and Specifications, drawings (if applicable), Addenda, Amendments, and City of Fairhope Standard Terms and Conditions, which are attached hereto and made a part hereof, as if fully contained herein; for the performance of all work and the furnishing of all labor and materials required for completion of the WORK.

2. The CONTRACTOR shall perform all the WORK described herein.

3. The **WORK** to be performed under this **CONTRACT** shall be commenced upon execution of this **CONTRACT** within number (DAYS) days of the date specified in the *Notice to Proceed* (NTP) to be issued to the **CONTRACTOR** by the **OWNER,** or its authorized representative. The work shall be completed, subject to authorized adjustments, within (DAYS) consecutive calendar days from and after the commencement date stipulated in said *Notice to Proceed*. Liquidated damages for non-completion of the work within this time limit will be assessed at the rate of (DOLLARS) per working day.

4. The **OWNER** shall pay the **CONTRACTOR** in current funds for the performance of the **WORK**, the **CONTRACT SUM** of _____DOLLARS ($). This represents a LUMP SUM payment for performance of the **WORK**, which payment shall be issued after the Contract is fully performed and the **OWNER** has inspected the **WORK**.

5. **General Conditions**
   a. **Indemnity:** The CONTRACTOR hereby agrees to indemnify and save harmless the OWNER, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorneys' fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this CONTRACT, to the extent caused by a negligent act or omission of the CONTRACTOR, their agents, servants, employees, SUB-CONTRACTORS, or others associated with the CONTRACTOR. The CONTRACTOR shall be responsible for damage to any elevator equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, to the extent that the damage or injury is caused by a negligent act or omission of the CONTRACTOR.

   b. **Notification and Accident Reports:** In the event of accidents of any kind, the **CONTRACTOR** shall notify the **OWNER** immediately and furnish, without delay, copies of all such accident reports to the **OWNER.** If in the performance of their Work, the **CONTRACTOR** fails to immediately report an accident to the **OWNER**, of which the **CONTRACTOR** has knowledge of and which results in a fine

SAMPLE

levied against the **OWNER** then the **CONTRACTOR** shall be responsible for all fines levied against the **OWNER**.

6. **Termination of Agreement**
    a. Termination for Default: Performance of Work under this Agreement may be terminated by the OWNER, in whole or in part, in writing, whenever the OWNER determines that the CONTRACTOR has failed to meet the requirements of this Agreement.
        i. The Owner has a right to terminate for default if the contractor fails to make delivery of material or does not perform the work, or if the Contractor fails to perform the Work within the time specified in the Agreement, or if the Contractor fails to perform any other provision of the Agreement.

        ii. Failure on the part of the Contractor to deliver or perform the Work within the time specified, or within a reasonable time as determined by the Owner, or failure on the part of the Contractor to make replacements of rejected articles, or Work when so requested, immediately or as directed by the Owner, shall constitute authority for the Owner to purchase in the open market, articles or Work of comparable grade to replace the articles or Work rejected, not delivered or completed. On all such purchases, the Contractor shall reimburse the Owner within a reasonable time specified by the Owner for any expense incurred in excess of Agreement prices.

        iii. Such purchases shall be deducted from the Agreement sum. If public necessity demands it, the Owner reserves the right to utilize services or use and/or consume articles delivered, which are standard in quality, subject to an adjustment of price to be determined by the Owner.

    b. Termination for Convenience: The OWNER has the absolute right to terminate the Agreement upon "Award of Contract" another CONTRACTOR, to perform work referenced herein. In such event, payment of the monthly contract fee shall cease on the date of cancellation of the CONTRACT by the OWNER.

7. **Warranty**
    a. The CONTRACTOR warrants that the Work including equipment and materials provided shall conform to the professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects, or errors. If the CONTRACTOR is notified in writing of a fault, deficiency or error in the Work, the CONTRACTOR shall at the OWNER's option, either re-perform such portions of the Work to correct such fault, defect, or error, at no additional cost to the OWNER, or refund to the OWNER the charge paid by the OWNER, which is attributable to such portions of the faulty, defective or erroneous Work, including costs for re-performance or Work provided by other CONTRACTORS. All equipment and materials provided by the CONTRACTOR shall be merchantable and for the purpose intended and meet all industry quality standards.

8. **Time of Completion**
The OWNER and CONTRACTOR understand and agree that time is of the essence in the performance of this Agreement. The CONTRACTOR or OWNER, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes, fire, water damage, loss of power, loss of funding or any other causes, contingencies, or circumstances not subject to the OWNER or CONTRACTOR'S control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the OWNER'S or CONTRACTOR'S contractual obligations, respectively. Any such causes of delay, even though existing on the date of the CONTRACT, or on the day

SAMPLE

of the start of Work, shall extend the time of the OWNER'S or CONTRACTOR'S performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the OWNER may, at their discretion, cancel this CONTRACT for their own convenience.

9. **Insurance Requirements**
   See **ATTACHMENT B**

10. **Acceptance of Work**
    The OWNER will be deemed to have accepted the Work after the OWNER agrees the Work is completed. In the event Work furnished under the CONTRACT is found to be defective or does not conform to the intent of the CONTRACT, the CONTRACTOR shall, within ten (10) days from receipt of notice from the OWNER, correct the deficiencies. Failure on the part of the CONTRACTOR to properly correct the deficiencies within the time period allowed will constitute the OWNER'S right to cancel the CONTRACT immediately, upon written notice to the CONTRACTOR.

11. **Correction of Work**
    The CONTRACTOR shall promptly correct all Work rejected by the OWNER as faulty, defective or failing to conform to the CONTRACT, whether observed before or after completion of the Work. The CONTRACTOR shall bear all costs of correcting such rejected Work.

12. **Right to Audit**
    The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

13. **CONTRACT Rights and Remedies**
    The CONTRACTOR shall maintain documentation of all work performed. The CONTRACTOR shall make any and all documentation available to the OWNER at all reasonable times, for inspections and audit by the OWNER, during the entire term of the CONTRACT, and for a period of three (3) years after the expiration of this CONTRACT.

14. **Time is of the Essence**
    The Owner and CONTRACTOR agree that time is of the essence in the performance of Work called for under this CONTRACT. The CONTRACTOR agrees that all work will be accomplished regularly, diligently and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

15. **Safety Measures**
    The CONTRACTOR shall take all necessary precautions for the safety of the OWNER'S and CONTRACTOR'S employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The CONTRACTOR shall post signs warning against hazards in and around the Work site.

SAMPLE

16. **Extra Work and Associated Costs**
    a. Changes in the Work: The OWNER, without invalidating the CONTRACT, may order changes in the Work within the general scope of this CONTRACT, consisting of additions, deletions, or other revision, the CONTRACT price and time for execution of the Work being adjusted accordingly.

    b. All such changes in the Work shall be authorized by a written Amendment to the CONTRACT or a separate Change Order and shall be executed under the applicable conditions of the CONTRACT.

17. **Familiarity with the Work**
    The CONTRACTOR, by executing this CONTRACT, acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The OWNER will not be responsible for any alleged misunderstanding of conditions surrounding the performance thereof. It is understood that execution of the CONTRACT by the CONTRACTOR serves as his stated commitment to fulfill all requirements and conditions referred to in this CONTRACT.

18. **Scope of Work**
    See **ATTACHMENT B**

19. **Contractor Liability**
    Nothing in this CONTRACT shall be construed to mean that the CONTRACTOR assumes any liability for damages or otherwise, on account of accidents to persons or property, except those resulting from negligence on the part of the CONTRACTOR or its agents, servants, employees, and subcontractors.

20. **Miscellaneous Provisions**
    a. The CONTRACTOR shall not employ SUB-CONTRACTORS without the express written permission of the OWNER.

    b. The CONTRACTOR shall not assign the CONTRACT or sublet it as a whole without the express written permission of the OWNER. The OWNER may assign the CONTRACT, or sublet it as a whole, without the consent of the CONTRACTOR.

    c. No waiver, alteration, consent, or modification of any of the provisions of the CONTRACT shall be binding unless in writing and signed by the OWNER and CONTRACTOR.

    d. The CONTRACTOR is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under this CONTRACT.

    e. The CONTRACTOR shall at all times keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an area designated by the OWNER or remove to a waste site as directed by the OWNER. If the CONTRACTOR fails to clean up the Work site, the OWNER will complete the task and charge the CONTRACTOR for such services.

    f. This CONTRACT is considered a non-exclusive Agreement between the parties.

    g. This CONTRACT is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama.

    h. Any litigation arising out of the CONTRACT shall be heard in the Courts of Baldwin County, Alabama.

SAMPLE

i. This CONTRACT contains all terms and conditions agreed upon by the OWNER and CONTRACTOR. No other agreement, oral or otherwise, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind either party hereto.

j. This CONTRACT shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this CONTRACT, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

Section 41-16-5, Code of Alabama 1975, requires that public contracts over $15,000 include the following language:

By signing this Contract, _____ ***represents and agrees***
COMPANY NAME
that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

IN WITNESS WHEREFORE, the parties hereto have executed this **CONTRACT** as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

_____ ATTEST: _____
Sherry Sullivan, Mayor **Lisa A. Hanks, MMC, City Clerk**

NOTARY FOR OWNER (CITY OF FAIRHOPE)

STATE OF ALABAMA _____ }
COUNTY OF BALDWIN _____ }

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

Given under my hand and Notary Seal on this _____ day of _____, 202__.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

SAMPLE

IF INDIVIDUAL OR PARTNERSHIP

Individual or Partnership

Print Name of Partner

Print Name of Representative Authorized to Sign Contracts for the firm

Print Name of Partner

Signature of Representative Authorized to Sign Contracts for the firm

Print Name of Partner

Address

Address

City, State, Zip Code

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

IF CORPORATION OR LLC

Company

State of Incorporation

Company Representative

Print Name of Representative Authorized to Sign Contracts for the firm

Signature of Representative Authorized to Sign Contracts for the firm

Address

Address

City, State, Zip Code

SAMPLE

Phone Number

Fax Number

Primary E-mail Address

AL General Contractor License No. (Attach Copy)

AL General Contractor License Major Categories

AL General Contractor Specialties

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF _____ }
COUNTY OF _____ }

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

_____ respectively of _____
Title Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 202__.

NOTARY PUBLIC_____

MY COMMISSION EXPIRES _____

SAMPLE

ITEM VII
CITY OF FAIRHOPE
STANDARD TERMS AND CONDITIONS

1. ACCEPTANCE OF AGREEMENT

This Agreement contains all terms and conditions agreed upon by the Owner and Winning bidder. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either party hereto. The Winning Bidder shall not employ Subcontractors without the express written permission of the Owner. No waiver, alteration, consent or modification of any of the provisions of the Agreement shall be binding unless in writing and signed by the Owner and Contractor. This Agreement shall not be construed against the party or parties preparing it. It shall be construed as if all the parties and each of them jointly prepared this Agreement, and any uncertainty or ambiguity shall not be interpreted against one or more parties.

2. ACCEPTANCE OF WORK

The City of Fairhope will be deemed to have accepted the Work after the City of Fairhope agrees the Work is completed by signature on delivery or service tickets. In the event Work furnished under the Contract / Agreement / Purchase Order is found to be defective or does not conform to the intent of the Contract / Agreement / Purchase Order, the awarded vendor shall, after receipt of notice from the City of Fairhope, correct the deficiencies. Failure on the part of the awarded vendor to properly correct the deficiencies within the time period allowed will constitute the City of Fairhope's right to cancel the Contract / Agreement / Purchase Order immediately, upon written notice to the awarded vendor.

3. ADDENDA

All Addenda are part of the Contract Documents. Include resultant costs in the Bid. Addenda will be issued by email to all Bidders on record and posted to the City of Fairhope website www.FairhopeAL.gov. It is the responsibility of the bidder to verify that all addenda have been received, and to include all signed addenda in the bid submission

4. ADDITIONAL ORDERS

Unless it is specifically stated to the contrary in the bid response, the City of Fairhope reserves the option to place additional orders against a contract awarded as a result of this solicitation at the same terms and conditions; to extend the renewal date until a new bid is in place, if it is mutually agreeable.

5. APPLICABLE LAW

This Agreement is deemed to be under and shall be governed by and construed according to the laws of the State of Alabama. Any litigation arising out of the Agreement shall be heard in the Courts of Baldwin County, Alabama.

6. ASSIGNMENT

The awarded vendor shall not assign the Contract / Agreement /Purchase Order or sublet it as a whole without the express written permission of the City of Fairhope. The awarded vendor shall not assign any payment due them hereunder, without
the express written permission of City of Fairhope. The City of Fairhope may assign the Contract / Agreement / Purchase Order, or sublet it as a whole, without the consent of the awarded vendor.

7. ASSURANCE OF NON-CONVICTION OF BRIBERY

The bidder hereby declares and affirms that, to its best knowledge, none of its officers, directors, or partners and none of its employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or Federal government.

8. AWARD CONSIDERATION

The following factors will be considered in determining the lowest **responsible** bidder: Overall quality, Conformity with specifications both general and specific, Purposes for which materials or services are required, Delivery dates and time required for delivery, Unit acquisition cost, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

9. AWARD OR REJECTION OF BIDS

The Bid will be awarded to the lowest responsible bidder complying with conditions of the invitation for bids, provided his bid is reasonable and it is in the interest of the City of Fairhope to accept it. The bidder to whom the award is made will be notified at the earliest possible date. The City of Fairhope, however, reserves the right to reject any and all bids and to waiver any informality in bids received whenever such rejection or waiver is in the interest to the City of Fairhope.

10. BACK ORDERS

If it is necessary to back order any items, the vendor must notify the Purchasing Department and advice as to the expected shipping or delivery date. If this date is not acceptable, the City of Fairhope may seek remedies for default.

11. BID AND PERFORMANCE SECURITY

If bid security is required, a bid bond or cashier's check in the amount indicated on the bid cover must accompany the bid and be made payable to The City of Fairhope of Baldwin County, AL. Corporate or certified checks are not acceptable. Bonds must be in a form satisfactory to the City and underwritten by a company licensed to issue bonds in the State of Alabama. If bid security fails to accompany the bid, it shall be deemed unresponsive, unless the Purchasing Manager deems the failure to be non-substantial. All checks will be returned to the bidders after the contract has been approved. If a performance bond is required, the successful bidder will be notified after the awarding of the contract.

12. BRAND NAMES

Reference to brand names and numbers is descriptive, but not restrictive, unless otherwise specified. Bids on equivalent items meeting the standards of quality thereby indicated will be considered, providing the bid clearly describes the article offered and indicates how it differs from the referenced brands. Descriptive literature or manufacturers specifications plus any supplemental information necessary for comparison purposes should be submitted with the bid or the bid on that item may be rejected. Reference to literature submitted with a previous bid or on file with the Division of Purchasing will not satisfy this requirement. The burden is on the bidder to demonstrate that the item bid is equivalent to the item specified in the ITB. Bids without sufficient documentation to fully support equality, may be considered non-responsive. Reference by the City of Fairhope in the ITB to available existing specifications shall be sufficient to make the terms of such specifications binding on the bidder. Unless the bidder specifies otherwise in its bid, it is understood the bidder is offering a referenced brand item as specified in the ITB or is bidding as specified when no brand is referenced. Failure to examine drawings, specifications and instructions will be at the bidder's risk.

13. BUSINESS LICENSE

The vendor selected to enter into a Contract / Agreement with the City of Fairhope must be licensed to do business in the City of Fairhope prior to commencement of any work under the contract. Delivery of goods or services to the City of Fairhope by Purchase Order have detailed and varied Business License requirements. In all instances that require a business license. Awarded vendor will provide proof of possessing a current City of Fairhope Business License. Prospective bidders will not be required to possess a City of Fairhope Business License prior to award.

14. CANCELLATION OF / CONTRACT / AGREEMENT / PURCHASE ORDER / LEASE

A purchase order can be canceled in whole or in part when awarded vendor fails to deliver or perform as specified. Cancellation of a purchase order can only be made by a written purchase order change (POC) from the City of Fairhope. A term contract, lease or agreement can be canceled by the City of Fairhope, for justifiable cause, or convenience, by written notice.

15. CERTIFICATION PURSUANT TO ACT NO. 2006-557

Alabama law (section 41-4-116, code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with act no. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false. All corporations must register to do business in Alabama with the Office of the Secretary of State. Their address is:

Office of the Secretary of State
P.O. Box 5616
Montgomery, AL 36103
(334) 242-5324
Fax: (334) 240-3138
http://www.sos.state.al.us/index.aspx

The Foreign Corporation form is online at http://www.sos.state.al.us/downloads/dl1.cfm.

16. COST OF REMEDYING DEFECTS

All defects, indirect and consequential costs of correcting, removing, or replacing any or all of the defective materials or equipment will be charged against the awarded vendor.

17. DELIVERY OF BID

Bids must be received in the Purchasing Office by the date and time specified on the bid cover. All bids will be accepted until the time and date stated on the bid cover. No bids will be accepted that extend past the time and date on the bid cover. The time of receipt shall be determined by the time clock stamp in the Purchasing Department. Bids submitted by U.S. Mail must be received by the City of Fairhope of Baldwin County, Alabama, in the City of Fairhope offices, 555 South Section St., Fairhope, Al., unless otherwise specified.

18. DELIVERY

The number of calendar days required for delivery after receipt of a purchase order shall be stated in the RFQ / ITB / RFP and /or Purchase Orders. When no time is stated in the document, the time shall be fourteen (14) calendar days after receipt of order. If a shipment is not made within the time period specified, the Purchase Order may be canceled.

19. ENVIRONMENTAL REQUIREMENTS

All products will be clearly labeled for their intended use. Each delivery of product or materials will include a Material Safety Data Sheet (MSDS) for all materials that require an MSDS. All manufacturers/distributors of hazardous substances, including any of the items listed on this bid/quote/ contract and subsequent award must include completed material safety data sheet (MSDS) for each hazardous material. Additionally, each container of hazardous materials must be appropriately labeled with:

a) The identity of the hazardous material,

b) Appropriate hazard warnings, and manufacturer, importer, or other responsible party.

20. EQUIPMENT DEMONSTRATION

The City of Fairhope may require equipment/ product materials or service techniques to be demonstrated at a time, date, and location to be specified by the City of Fairhope.

21. EQUIPMENT ELECTRICAL CERTIFICATION

All electrical equipment purchased shall conform to, and be identified in, the applicable standard(s), or otherwise be certified as applicable, as of the bid opening date and time, by Underwriters Laboratories, Inc., or other recognized laboratory facility. Bidder must provide satisfactory documentation with returned bid that all such equipment meets the applicable product standard or has otherwise been certified as outlined above. Unless indicated in the bid document, the above certification shall apply to the equipment itself, not the individual components of that equipment.

22. ERRORS IN BID

Bidders are assumed to be informed regarding conditions, requirements, and specifications prior to submitting bids. Failure to do so will be at the bidder's risk. Bids already submitted may be withdrawn without penalty prior to bid opening. Errors discovered after the bid opening may not be corrected.

23. FORCE MAJEURE

Neither the City nor the awarded vendor shall be deemed in breach of any contract / Purchase Order or Agreement which may result from this proposal submission if it is prevented from performing any of the obligations hereunder by reason of Acts of God, acts of the public enemy, acts of superior governmental authority, strikes or labor disputes, floods, riots, rebellion, sabotage, or any similar other unforeseeable causes beyond its control and not due to its fault or negligence. Each party shall notify the other immediately in writing of the cause of such after the beginning period thereof. The awarded vendor may request cancellation and the City of Fairhope may grant the request if performance is prevented by any of the above referenced causes, or other unavoidable circumstances not attributable to the fault or negligence of the vendor. The burden of proof for such relief rests with the vendor. All correspondence pertaining to cancellation of a purchase order or term contract must be addressed to the City of Fairhope Purchasing Manager.

24. HAZARDOUS AND TOXIC SUBSTANCES

Bidder must comply with all applicable Federal, State, County and City laws, ordinances and regulations relating to hazardous and toxic substances, including such laws, ordinances and regulations pertaining to information hazardous and toxic substances, and as amended from time to time. Bidder shall provide the City of Fairhope with a "Material Safety Data Sheet" for all goods that carry one.

25. INDEMNITY

Indemnity: The awarded vendor hereby agrees to indemnify and save harmless the City of Fairhope, its officers, agent, and employees, from and against any and all liabilities, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including reasonable attorney fees for trial and on appeal, of any kind and nature, arising or growing out of, or in any way connected with the performance of this Contract / Agreement / Purchase Order, to the extent caused by a negligent act or omission of the awarded vendor, their agents, servants, employees, Subcontractors, or others associated with the awarded vendor. The awarded vendor shall be responsible for damage to any equipment excluded from this agreement, or damage or injury caused by any equipment excluded from this agreement, only to the extent that the damage or injury is caused by a negligent act or omission of the awarded vendor or caused by failure of the awarded vendor's supplied product to perform as specified.

26. INSPECTION

All materials, workmanship, equipment, and supplies are subject to inspection and test at any source or time. Final inspection, acceptance or rejection will be made at delivery destination. Goods that do not meet specifications will be rejected unless substitutions have been approved by the City of Fairhope. Failure to inspect or to reject upon receipt, however, does not relieve the awarded vendor of liability. When subsequent tests, after receipt, are conducted and when such tests reveal a failure to meet specifications, the City of Fairhope will reject the goods and the awarded vendor shall immediately supply goods meeting specifications or the City of Fairhope may seek damages including but not limited to the testing expense, regardless of whether a part of or all of the goods have been consumed through the testing process. Rejected goods shall be removed by the awarded vendor promptly after rejection, at his expense. If not removed in fourteen (14) calendar days, they may be disposed of at the discretion of the City of Fairhope. Disposal costs will be the awarded vendor's responsibility.

27. INSPECTION OF PREMISES

At reasonable times, the City may inspect those areas of the awarded vendor's place of business that are related to the performance of a Contract / Agreement / Purchase Order. If the City makes such an inspection, the awarded vendor must provide reasonable assistance. The City of Fairhope reserves the right on demand and without notice all the vendor's files associated with a subsequent Contract / Agreement / Purchase Order where payments are based on the awarded vendor's record of time, salaries, materials, or actual expenses. This same clause will apply to any subcontractors assigned to the Contract / Agreement / Purchase Order.

28. INSURANCE

If a Contract / Agreement / Purchase Order results from this RFQ /ITB /RFP, or other form of solicitation, the awarded vendor shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from the awarded vendor's operations under this Contract / Agreement / Purchase Order, or by anyone directly or indirectly employed by him/her.

29. INVITATION TO BID

Any provisions made in the RFQ / ITB / RFP, or other form of solicitation, supersedes any provisions outlined here in the General Terms and Conditions.

30. INVOICING, DELIVERY, PACKAGING

Invoices shall be prepared only after ordered materials have been delivered. All invoices must show the purchase order number. Unless otherwise specified in writing, vendors shall not ship any material without an authorized Purchase Order from the City of Fairhope Purchasing Department. All packages delivered must show the purchase order number. The awarded vendor will be required to furnish all materials, equipment and/or service called for at the bid price quoted. In the event the awarded vendor fails to deliver within a reasonable period of time, as determined by the City of Fairhope, the right is reserved to cancel the award and subsequent purchase order and purchase from the next lowest responsible bidder the items needed. The original awarded vendor will be back charged the difference between the original contract price and the price the City of Fairhope has to pay as a result of the failure to perform by the original awarded vendor. All bids will remain firm for acceptance for 60 days from the date of bid opening. Prices shall be net F.O.B., Prepaid and Allow, City of Fairhope chosen site, Baldwin County, Al. The title and risk of loss of the goods will not pass to the City of Fairhope until receipt and acceptance takes place at the F.O.B. point.

31. LABELING

Individual shipping cartons shall be labeled with the name "City of Fairhope", Purchase Order Number, and where applicable, Contract Number, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Bidders are encouraged to offer product packaging with recycled content.

32. LOSS OR DAMAGE IN TRANSIT

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

33. MANDATORY SITE VISIT

If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

34 MONITORING OF SERVICES

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

35. NONCONFORMING MERCHANDISE

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

36. NON-DESCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON-EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract /Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

39. PACKAGING

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

40. PATENTS

Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

41. PAYMENT

Invoices – Upon completion of service and delivery of materials specified in the applicable Contract / Agreement / Purchase Order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, Al. 36533

All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

42. PAYMENT WITHHELD

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled

43. PRODUCT TESTING

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

44. PERMITS LICENSES AND CERTIFICATES

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

45. PREPARATION OF BID

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

46. QUESTIONS / CONTACT

Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

47. RECEIPT BY CITY OF FAIRHOPE

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded, and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

48. REJECTION OF BIDS

The City of Fairhope reserves the right to accept or reject any or all bids in whole or in part for any reason, to waive technicalities or informalities, or to advertise for new proposals, if, in the judgment of the awarding authority, the best interest of the City of Fairhope will be promoted thereby. Bidders may be disqualified and rejection of proposals may be recommended for any of (but not limited to) the following causes: Failure to use the bid forms furnished by the City of Fairhope, Lack of signature by an authorized representative on the bid form, Failure to properly complete the bid form and vendor compliance, Evidence of collusion among bidders, Unauthorized alteration of the bid form.

49. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

50. SAMPLES

Bidders will not be required to furnish samples at the time of bid opening, unless specifically called for. The City of Fairhope reserves the right to request samples after bid opening to assist in the evaluation of proposals submitted.

51. SAFETY MEASURES

The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

52. SET-UP AND INSTALLATION
Unless otherwise specified, bid / quotation to include cost of all uncrating, disposal of shipping materials, set-up, testing and initial instruction to agency personnel.

53. SPILL CLEAN UP
The awarded vendor shall be responsible for spillage caused by their negligence, which occurs during transit or unloading operations. The awarded vendor shall immediately report and clean up any spillage. Upon failure to do so, the awarded vendor shall remain responsible for all actual related costs.

54. SUBSTITUTIONS
Substitutions on a purchase order shall require the approval of the Originating Buyer. The City of Fairhope reserves the right to reject at destination and hold at the vendor's risk and expense any goods supplied by the vendor which do not conform to the specification or description embodied in the order or are inferior in any respect to the good specified. Any good bought by sample which is inferior in quality to the sample submitted by vendor will be rejected. Any goods delivered that do not meet specifications may be returned to the vendor at its expense. When a good is returned, the vendor must make immediate replacement with acceptable merchandise, or the City of Fairhope may seek remedies for default.

55. TABULATION
Bid results are posted on The City of Fairhope's web site: www.FairhopeAL.gov. The awarded vendor will be sent a written notification.

56. TAXES
Prices quoted shall be delivered prices, exclusive of all federal or state excise, sales, and manufacturer's taxes. The City will assume no transportation or handling charges other than specified in the RFQ, ITB, RFP or other form of solicitation. The City is tax exempt by law – Code of Alabama 1975.

57. TERMINATION FOR CONVENIENCE
Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

58. TERMINATION FOR DEFAULT
Performance of Work under the Contract / Agreement / Purchase Order Agreement may be terminated by the City of Fairhope, in whole or in part, in writing, whenever the City of Fairhope determines that the awarded vendor has failed to meet the requirements of the Contract / Agreement / Purchase Order.

59. TERMINATION FOR NON-APPROPRIATION
Termination for Non-appropriation – The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The City of Fairhope may terminate any financial obligation, and awarded vendor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the City of Fairhope's funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

60. TIME IS OF THE ESSENCE
The City of Fairhope and awarded vendor agree that time is of the essence in the performance of work called for under this Contract / Agreement / Purchase Order. The awarded vendor agrees that all work will be accomplished regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within reasonable time periods.

61. TITLE
All titles, fees, as well as other charges, are to be paid by awarded vendor. Awarded vendor is to furnish prepaid certificate of title in the name of the City of Fairhope, Title shall change upon acceptance of delivery at the City of Fairhope approved delivery location.

62. VENDOR LIST
A vendor may be removed from the City of Fairhope's Bidders List if a vendor fails to respond to three (3) consecutive ITB's. A properly submitted "No Bid" is considered as a response and the vendor will receive credit for the response.

63. WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

64. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

ITEM VIII

ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, *Code of Alabama* (1975) Section 31-13-1** through **Section 31-13-30** (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to CONTRACTs with the City of Fairhope, Alabama. All business entities entering into CONTRACTs with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

2.0 Definitions

ALIEN. Any person who is not a citizen or national of the United States, as described in 8 U.S.C. § 1101, et seq., and any amendments thereto.

BUSINESS ENTITY. Any person or group of persons employing one or more persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood, whether for profit or not for profit. Business entity shall include but not be limited to the following:

a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into a CONTRACT to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general CONTRACTOR, SUB-CONTRACTOR, independent CONTRACTOR, CONTRACT employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent CONTRACTOR working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental

entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUB-CONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing CONTRACT by a CONTRACTOR, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 Mandatory Clause

All CONTRACTS or CONTRACTS to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

> ***"By signing this CONTRACT, the CONTRACTING parties affirm, for the duration of the CONTRACT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a CONTRACTING party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom."***

For purposes of this section, "CONTRACT" shall mean a CONTRACT awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the CONTRACT Review Permanent Legislative Oversight Committee.

4.0 CONTRACTs Involving Business Entity, or Employer

As a condition for the award of any CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the CONTRACT, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 CONTRACTS Involving Subcontracting

Any SUB-CONTRACTOR on a project paid for by CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the CONTRACT, the SUB-CONTRACTOR shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to SUB-BIDDERS performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the SUB -CONTRACTOR.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.

END OF ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

ITEM IX

INVITATION SUMMARY

Bid No. 25-002
One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent

Bid Name:	**Bid 25-002** **One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent**
Issue Date:	October 18, 2024
Certificate of Insurance Requirements:	See Standard Terms and Conditions and Insurance and Instructions to Vendors
Deadline for Questions Date:	Friday, October 25, 2024, 2:00 P.M.
Bid Due Date:	Wednesday, October 30, 2024, 10:00 A.M.
City Internet Site:	www.FairhopeAL.gov
SEALED Bid Response Copies to submit:	One (1) Paper Original
Purchasing Department Contact for questions:	Purchasing@FairhopeAL.gov (251) 928-8003

END OF INVITATION SUMMARY

32. LOSS OR DAMAGE IN TRANSIT

Delivery by a vendor to a common carrier does not constitute delivery to the City of Fairhope. Any claim for loss or damage incurred during delivery shall be between the vendor and the carrier. The City of Fairhope accepts title only after satisfactory receipt at the delivery point. The City of Fairhope shall note all visible damages on the freight bill and may refuse the damaged goods. The vendor shall make immediate replacement of the damaged merchandise or be subject to damages for breach of contract. If damage is to a small portion of a total shipment and the City of Fairhope will not be inconvenienced because of the shortage, the vendor may be permitted by the Purchasing Manager to deduct the amount of damage or loss from its invoice, in lieu of replacement. Risk of loss during delivery is borne by the vendor until the goods have been accepted by the City of Fairhope, unless otherwise specified in the RFQ / ITB / RFP or other form of solicitation.

33. MANDATORY SITE VISIT

If the RFQ / ITB /RFP or other form of solicitation requires a mandatory site visit, bidders must inspect the site where installation or service is to take place to obtain a full understanding of scope of work outlined therein. Date of site visit will be determined by the City of Fairhope.

34 MONITORING OF SERVICES

Performance of services will be monitored by the requisitioning department and/or the Purchasing Department, and evaluation reports may be filed with the Purchasing Department. Performance not meeting specifications will result in cancellation of Contract / Agreement / Purchase Order and may result in vendor being removed from the vendor list.

35. NONCONFORMING MERCHANDISE

When merchandise received from the lowest responsible bidder is not in accordance with the purchase order, it will be returned to the bidder, at bidder's expense.

36. NON-DESCRIMINATION

The City of Fairhope is an Equal Opportunity Employer and requires that all contractors comply with the Equal Employment Opportunity laws and the provisions of the Contract / Agreement / Purchase Order documents in this regard. The City also encourages and supports the utilization of Minority Business Enterprises on this and all public bids.

37. NON-EXCLUSIVE

Unless otherwise specified, this Contract / Agreement / Purchase Order is considered a non-exclusive Contract /Agreement / Purchase Order between the parties.

38. NOTIFICATION AND ACCIDENT REPORTS

In the event of accidents of any kind, in the performance of a Contract / Agreement / Purchase Order, the awarded vendor shall notify the City of Fairhope immediately and furnish, without delay, copies of all such accident reports to the City of Fairhope. If in the performance of their Work, the awarded vendor fails to immediately report an accident to the City of Fairhope, of which the awarded vendor has knowledge of and which results in a fine levied against the City of Fairhope then the awarded vendor shall be responsible for all fines levied against the City of Fairhope.

39. PACKAGING

All goods must be packaged in new packing containers. Packing that meets the requirements of common carriers is acceptable, unless otherwise required. A packing slip or invoice must accompany all shipments and must reference the purchase order number. Unless otherwise specified, goods are to be packaged in cartons meeting federal specifications and shipped on non-returnable pallets.

40. PATENTS

Awarded Vendor guarantees that the sale and / or use of goods will not infringe upon any U.S. or foreign patent. Awarded vendor will at his / her own expense, indemnify, protect and save harmless the City of Fairhope, on any patent claims arising from the purchase of goods or services.

41. PAYMENT

Invoices -- Upon completion of service and delivery of materials specified in the applicable Contract / Agreement / Purchase Order, awarded vendor will submit an invoice and signed delivery ticket to:

City of Fairhope
Accounts Payable Department
P.O. Box 429
Fairhope, Al. 36533

All invoices must reference appropriate Purchase Order Numbers Payment of Invoice: All invoices received by the City of Fairhope are payable within thirty (30) days from the date of receipt by the City of Fairhope, provided they are approved by the City of Fairhope.

42. PAYMENT WITHHELD

Payment may be withheld until all items have been delivered and all requirements of the Contract / Agreement / Purchase Order have been fulfilled

43. PRODUCT TESTING

Vendor shall incur all cost involved in obtaining an Independent Laboratory Test if the City deems necessary during the term of the Contract / Agreement / Purchase Order. The City of Fairhope reserves the right to request a demonstration of any and all items bid before making the award.

44. PERMITS LICENSES AND CERTIFICATES

The awarded vendor is to procure all permits, licenses, and certificates, or any approvals of plans or specifications as may be required by Federal, State, Local Laws, ordinances, rules, and regulations, for the proper execution and completion of Work covered under the Contract / Agreement / Purchase Order.

45. PREPARATION OF BID

All bids / proposals shall be typewritten or in ink on the form(s) prepared by the City of Fairhope. Bids / proposals prepared in pencil will not be accepted. All bids / proposals must be signed by officials of the corporation or company duly authorized to sign bids / proposals. Any bid / proposal submitted without being signed will automatically be rejected. All corrections or erasures shall be initialed and dated by the person authorized to sign quotations /bids / proposals. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail.

46. QUESTIONS / CONTACT

Commencing with the issuance of the RFQ / ITB / RFP, or other form of solicitation, no vendor or anyone acting on a vendor's behalf, shall make direct or indirect contact with City personnel or undertake any activities or take any action to otherwise promote its quotation / bid / proposal to the City or its personnel. All communications shall be made to the contact identified in the quotation / bid / proposal documents. Violation of this requirement may, at the City's sole and absolute discretion, be grounds for disqualifying a vendor from further consideration.

47. RECEIPT BY CITY OF FAIRHOPE

If not otherwise stated in the order, the City of Fairhope will be said to have received goods when they have been delivered, unloaded, and placed on the agency's dock or if there is no dock, inside an accessible building, and signed for by an authorized City employee. Shipments will be checked against the receiving copy of the Purchase Order. If the purchase order requires grading certificates, USDA Stamps, or any proof of quality, such proof must accompany the shipment.

48. REJECTION OF BIDS

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49. RIGHT TO AUDIT

The awarded vendor shall maintain documentation of all work performed. The awarded vendor shall make any and all documentation available to the City of Fairhope at all reasonable times, for inspections and audit by the City of Fairhope for a period of Three (3) years after expiration of the Contract / Agreement / Purchase Order.

50. SAMPLES

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The awarded vendor shall take all necessary precautions for the safety of the City of Fairhope's and awarded vendor's employees at the Work site, and shall erect and properly maintain at all times, all necessary safeguards for the protection of the workmen and the public. The awarded vendor shall post signs warning against hazards in and around the Work site.

63. WARRANTY

The awarded vendor expressly warrants that all articles, materials, and work offered shall conform to each and every specification, drawing, sample, or other description which is furnished to or adopted by the City of Fairhope, and that it will be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, and free from defects. The awarded vendor further warrants all items for a period of one year, unless otherwise stated, from the date of acceptance of the items delivered and installed or work completed. All repairs, replacements, or adjustments during the warranty period will be at the awarded vendor's sole expense. Awarded vendor will provide written warranty for all parts and labor for a period of (1) one year commencing from date of written acceptance of delivery by City of Fairhope. Awarded vendor will provide written copies of all other applicable warranties, such as, Manufacturer's warranty. Those warranties, if any, will be in addition to the awarded vendor's warranty, and the terms of which will not be altered by the awarded vendor's warranty.

64. IMMIGRATION LAW

The Contractor agrees that it shall comply with all of the requirements of the **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535**, Alabama Code (1975) Section 31-13-1, et. Seq., (also known as the Alabama Immigration Act) see Section 31-13-9, and the provisions of said Act, including all penalties for violation thereof, are incorporated herein.

ITEM VIII

ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

1.0 Background

The **Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No 2011-535, as amended by Act No 2012-491, *Code of Alabama* (1975) Section 31-13-1** through **Section 31-13-30** (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to CONTRACTs with the City of Fairhope, Alabama. All business entities entering into CONTRACTs with the City of Fairhope, Alabama will comply with the Alabama Immigration Act.

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a. Self-employed individuals, business entities filling articles of incorporation, partnerships, limited partnerships, limited liability companies, foreign corporations, foreign limited partnerships, foreign liability companies authorized to transact business in this state, business trusts, and any business entity that registers with the Secretary of State.
b. Any business entity that possesses a business license, permit, certificate, approval, registration, charter, or similar form of authorization issued by the state, any business entity that is exempt by law from obtaining such a business license, an any business entity that is operating unlawfully without a business license.

CONTRACTOR. A person, employer, or business entity that enters into a CONTRACT to perform any service or work or to provide a certain product in exchange for valuable consideration. This definition shall include, but not be limited to, a general CONTRACTOR, SUB-CONTRACTOR, independent CONTRACTOR, CONTRACT employee, project manager, or a recruiting or staffing entity.

EMPLOYEE. Any person directed, allowed, or permitted to perform labor or service of any kind by an employer. The employees of an independent CONTRACTOR working for a business entity shall not be regarded as the employees of the business entity, for the purposes of this chapter. This term does not include any inmate in the legal custody of the state, a county, or a municipality.

EMPLOYER. Any person, firm, corporation, partnership, joint stock association, agent, manager, representative, foreman, or other person having control or custody of any employment, place of employment, or of any employee, including any person or entity employing any person for hire within the State of Alabama, including a public employer. This term shall not include the occupant of a household contracting with another person to perform casual domestic labor within the household.

E-VERIFY. The electronic verification of federal employment authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, P.L. 104-208, Division c, Section 403 (a); 8 U.S.C. §1324(a), and operated by the United States Department of Homeland Security, or its successor program.

STATE-FUNDED ENTITY. Any governmental entity of the state or a political subdivision thereof or any other entity that receives any monies from the state or a political subdivision thereof; provided, however, an entity that merely provides a service or a product to any governmental

entity of the state or a political subdivision thereof, and receives compensation for the same, shall not be considered a state-funded entity.

SUB-CONTRACTOR. A person, business entity, or employer who is awarded a portion of an existing CONTRACT by a CONTRACTOR, regardless of its tier.

UNAUTHORIZED ALIEN. An alien who is not authorized to work in the United States as defined in 8 U.S.C. § 1324a (h) (3) .

3.0 Mandatory Clause

All CONTRACTS or CONTRACTS to which the state, a political subdivision, or state-funded entity are a party shall include the following clause:

> ***"By signing this CONTRACT, the CONTRACTING parties affirm, for the duration of the CONTRACT, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a CONTRACTING party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom."***

For purposes of this section, "CONTRACT" shall mean a CONTRACT awarded by the state, any political subdivision thereof, or any state-funded entity that was competitively bid or would, if entered into by the state or an agency thereof, be required to be submitted to the CONTRACT Review Permanent Legislative Oversight Committee.

4.0 CONTRACTs Involving Business Entity, or Employer

As a condition for the award of any CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, the business entity or employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

As a condition for the award of any CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees within the state of Alabama, **the business entity or employer shall provide documentation establishing that the business entity or employer is enrolled in the E-Verify program.** During the performance of the CONTRACT, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations.

5.0 CONTRACTS Involving Subcontracting

Any SUB-CONTRACTOR on a project paid for by CONTRACT, grant, or incentive by the state, any political subdivision thereof, or any state-funded entity shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama and shall also enroll in the E-Verify program prior to performing any work on the project. Furthermore, during the performance of the CONTRACT, the SUB-CONTRACTOR shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. This subsection shall only apply to SUB-BIDDERS performing work on a project subject to the provisions of this section and not to collateral persons or business entities hired by the SUB -CONTRACTOR.

6.0 Proof of E-Verify documentation will be in the form of a copy of the signed Memorandum Of Understanding (MOU) generated upon completion of the E-Verify program.

END OF ALABAMA IMMIGRATION ACT CONTRACT REQUIREMENTS

ITEM IX

INVITATION SUMMARY

Bid No. 25-002
One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent

Bid Name:	**Bid 25-002** **One (1) New Ford Mustang Mach E Electric Vehicle or Equivalent**
Issue Date:	October 18, 2024
Certificate of Insurance Requirements:	See Standard Terms and Conditions and Insurance and Instructions to Vendors
Deadline for Questions Date:	Friday, October 25, 2024, 2:00 P.M.
Bid Due Date:	Wednesday, October 30, 2024, 10:00 A.M.
City Internet Site:	www.FairhopeAL.gov
SEALED Bid Response Copies to submit:	One (1) Paper Original
Purchasing Department Contact for questions:	Purchasing@FairhopeAL.gov (251) 928-8003

END OF INVITATION SUMMARY

Donohoo Chevrolet
Don Fischer | 2568453525 ext. 4121 | dfischer@donohoochevrolet.com

Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT

Donohoo Chevrolet
Don Fischer | 2568453525 ext. 4121 | dfischer@donohoochevrolet.com

Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT (✓ Complete)

Price Summary

PRICE SUMMARY

	MSRP
Base Price	$33,600.00
Total Options	$2,295.00
Vehicle Subtotal	$35,895.00
Destination Charge	$1,395.00
Grand Total	**$37,290.00**

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Data Version: 23767. Data Updated: Oct 23, 2024 6:44:00 PM PDT.

Donohoo Chevrolet
Don Fischer | 2568453525 ext. 4121 | dfischer@donohoochevrolet.com

Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	MSRP
1MB48	2025 Chevrolet Equinox EV 4dr LT	$33,600.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

EMISSIONS

CODE	DESCRIPTION	MSRP
FE9	Emissions, Federal requirements	$0.00

REQUIRED OPTION

CODE	DESCRIPTION	MSRP
FWD	Propulsion, front wheel drive (STD)	$0.00

ENGINE

CODE	DESCRIPTION	MSRP
EN0	Engine, none (STD)	$0.00

CHARGING CORD

CODE	DESCRIPTION	MSRP
PSC	Dual Level Charge Cord, dual-mode, portable, 120-volt (1.4 kW) and 240-volt (7.7 kW) capability swappable NEMA 5-15 and NEMA 14-50 plugs with SAE J1772 vehicle connection	$295.00

TRANSMISSION

CODE	DESCRIPTION	MSRP
MF1	Transmission, none (electric drive unit) (STD)	$0.00

PREFERRED EQUIPMENT GROUP

CODE	DESCRIPTION	MSRP
2LT	LT Preferred Equipment Group includes standard equipment	$0.00

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Donohoo Chevrolet
Don Fischer | 2568453525 ext. 4121 | dfischer@donohoochevrolet.com

Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT (Complete)

WHEELS

CODE	DESCRIPTION	MSRP
REH	Wheels, 19" (48.3cm) (STD)	$0.00

TIRES

CODE	DESCRIPTION	MSRP
QLU	Tires, 245/55R19 all-season blackwall (STD)	$0.00

PAINT

CODE	DESCRIPTION	MSRP
GAZ	Summit White	$0.00

SEAT TYPE

CODE	DESCRIPTION	MSRP
AR9	Seats, front bucket (STD)	$0.00

SEAT TRIM

CODE	DESCRIPTION	MSRP
EKV	Black, Cloth seat trim	$0.00

ADDITIONAL EQUIPMENT - PACKAGE

CODE	DESCRIPTION	MSRP
AS2	Active Safety Package 2 includes (UKK) Rear Pedestrian Alert, (UV2) HD Surround Vision and (UVX) Traffic Sign Recognition (Required and only available with (Y19) Comfort Package. Included with (ZL3) Convenience Package or (6K5) Convenience Package II.)	$545.00
Y19	Comfort Package includes (A2X) driver 8-way power seat adjuster, (AL9) driver power lumbar seat control, (KAG) driver and front passenger heated seat, cushion and back, (N53) Synthetic steering wheel, wrapped round bottom and (KI3) Heated steering wheel. All (Y19) Comfort Package content is standard on RS. Requires (AS2) Active Safety Package 2. Included with (ZL3) Convenience Package or (6K5) Convenience Package II.	$1,455.00

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Data Version: 23767. Data Updated: Oct 23, 2024 6:44:00 PM PDT.

Donohoo Chevrolet
Don Fischer | 2568453525 ext. 4121 | dfischer@donohoochevrolet.com

Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT (✓ Complete)

ADDITIONAL EQUIPMENT - INTERIOR

CODE	DESCRIPTION	MSRP
A2X	Seat adjuster, driver 8-way power (Included and only available with (Y19) Comfort Package.)	Inc.
AL9	Seat, driver power lumbar control (Included and only available with (Y19) Comfort Package.)	Inc.
KAG	Seats, heated driver and front passenger cushion and seatback (Included and only available with (Y19) Comfort Package.)	Inc.
KI3	Steering wheel, heated, automatic (Included and only available with (Y19) Comfort Package.)	Inc.
N53	Steering wheel, wrapped, round bottom (Included and only available with (Y19) Comfort Package.)	Inc.

ADDITIONAL EQUIPMENT - SAFETY-INTERIOR

CODE	DESCRIPTION	MSRP
UKK	Rear Pedestrian Alert (Included and only available with (AS2) Active Safety Package 2.)	Inc.
UV2	HD Surround Vision (Included and only available with (AS2) Active Safety Package 2.)	Inc.
UVX	Traffic Sign Recognition, enhanced, sensor indicator (Included and only available with (AS2) Active Safety Package 2.)	Inc.
	Options Total	**$2,295.00**

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Donohoo Chevrolet
Don Fischer | 2568453525 ext. 4121 | dfischer@donohoochevrolet.com

Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT (✓ Complete)

Standard Equipment

Package

Chevy Safety Assist includes Automatic Emergency Braking, Front Pedestrian Braking, Lane Keep Assist with Lane Departure Warning, (UE4) Following Distance Indicator, (UEU) Forward Collision Alert and (TQ5) IntelliBeam (Automatic Emergency Braking replaced by (UGN) Enhanced Automatic Emergency Braking. Lane Keep Assist with Lane Departure Warning replaced by (UKM) Enhanced Lane Keep Assist with Lane Departure Warning. Front Pedestrian Braking replaced by standard (UKT) Front Pedestrian and Bicyclist Braking.)

Mechanical

Engine, none (STD)

Propulsion, front wheel drive (STD)

Transmission, none (electric drive unit) (STD)

Electric drive unit, primary, 1 motor, integrated inverter, park system, magnets, 76F

Battery, Ultium Propulsion

Fuel, none

Emission system zero emission vehicle (ZEV)

Electronic Precision Shift

Propulsion, electric, FWD

AC Charging, 11.5 kW capable

Brakes, 17" front and rear sliding caliper disc with DURALIFE rotors with regenerative capability. 4 wheel disc and 4-wheel antilock braking.

Battery, 12V/60AH, 680 ENCCA

Suspension, Ride and Handling

Exterior

Wheels, 19" (48.3cm) (STD)

Tires, 245/55R19 all-season blackwall (STD)

Wheel, spare, none

Tire, spare, none

Tire Inflator Kit (Included with 19" (48.3 cm) wheel. Not available with (RW4) 21" (53.3 cm) wheel.)

Lamp, front marker, LED

Headlamps, LED, with LED Daytime Running Lamps

Tail lamps, LED

IntelliBeam, automatic high beam on/off

Glass, side front tempered, solar glazing

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Donohoo Chevrolet
Don Fischer | 2568453525 ext. 4121 | dfischer@donohoochevrolet.com

Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT (Complete)

Exterior

Glass, privacy

Glass, rear, deep tint

Mirrors, outside power-adjustable, manual-folding

Mirror caps, painted

Wipers, front intermittent

License plate front mounting package

Door handles, body-color

Liftgate, manual

Recovery hook, front

Recovery hook, rear

Entertainment

Audio system, 17.7" diagonal advanced color LCD display with Google built-in compatibility (select service plan required, terms and limitations apply), including navigation capability, connected apps, personalized profiles for each driver's settings, and Natural Voice Recognition

Audio system feature, 6-speaker system

SiriusXM with 360L Trial Subscription. SiriusXM with 360L transforms your customers' ride with our most extensive and personalized radio experience on the road. (IMPORTANT: The SiriusXM trial subscription is not provided on vehicles that are ordered for Fleet Daily Rental ("FDR") use. Trial subscription is subject to the SiriusXM Customer Agreement and privacy policy, visit www.siriusxm.com which includes full terms and how to cancel. All fees, content, features, and availability are subject to change. Some features require GM connected vehicle services.)

5G Wi-Fi Hotspot capable (Terms and limitations apply. See onstar.com or dealer for details.)

Interior

Seats, front bucket (STD)

Seat trim, Cloth

Seat adjuster, driver 6-way manual

Seat adjuster, front passenger 4-way manual

Seat, rear 60/40-split folding

Headrest, rear center

Console, floor, with armrest

Armrest, rear center, with cup holders

Floor mats, front, carpeted

Floor mats, rear, carpeted

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Donohoo Chevrolet
Don Fischer | 2568453525 ext. 4121 | dfischer@donohoochevrolet.com

Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT (Complete)

Interior

Steering wheel, urethane

Steering column, tilt and telescopic

Speedometer, miles/kilometers, miles odometer

Display, automatic occupant sensing

Driver Information Center, 11" diagonal display

Windows, remote Express-Down, all windows

Remote Start, smartphone app

Adaptive Cruise Control

Theft-deterrent system, unauthorized entry

Power outlets, (2), 12-volt, lower instrument panel and cargo area, auxiliary

USB ports, 2 type-C, Charge/Data ports located on floor console

USB ports, 2 type-C, located on back of center console, charge-only

Google Automotive Services capable

Navigation System through Google built-in compatibility (select service plan required, terms and limitations apply)

Infotainment, High

Air conditioning, single-zone automatic climate control

Air filter, pollutant

Glovebox

Mirror, inside rearview, tilting

Visors, driver and front passenger, sliding

Safety-Mechanical

Enhanced Automatic Emergency Braking

Rear Park Assist

Intersection Automatic Emergency Braking

Rear Cross Traffic Braking

Reverse Automatic Braking

Front Pedestrian and Bicyclist Braking

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Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT (✓ Complete)

Safety-Interior

Airbags, frontal, knee and seat-mounted side-impact for driver and front passenger and roof-rail mounted head-curtain for outboard seating positions. Includes Passenger Sensing System for front passenger (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

Airbag, Passenger Sensing System, sensor indicator inflatable restraint front passenger/child presence detector (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)

OnStar Services capable (See onstar.com for details and limitations. Services vary by model. Service plan required.)

Forward Collision Alert

Following Distance Indicator

Lane Keep Assist with Lane Departure Warning, enhanced

Blind Zone Steering Assist

HD Rear Vision Camera

LED Reflective Windshield Collision Alert

Safety Alert Seat

Seat belt, front passenger presence detector

Seat belt restraint pretensioner, rear

Restraint provision-retractor, automatic locking

Buckle to Drive prevents vehicle from being shifted out of Park until driver seat belt is fastened; times out after 20 seconds and encourages seat belt use

Teen Driver a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to help encourage safe driving behavior. It can limit certain available vehicle features, and it prevents certain safety systems from being turned off. It includes the Buckle-to-Drive feature which prevents the driver from shifting from Park for up to 20 seconds if the driver's seat belt is not buckled. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver

Restraint provisions, child, Isofix 2 point only, point/latch includes 2 top tether points

Rear Seat Reminder

Rear Seat Belt Indicator

Lock control system, passive entry, extended range

Door locks, rear child security

Side Bicyclist Alert

Horn, dual-note

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Vehicle: [Retail] 2025 Chevrolet Equinox EV (1MB48) 4dr LT (Complete)

Safety-Interior

OnStar Basics (OnStar Fleet Basics for Fleet) Drive confidently with core OnStar services including remote commands, built-in voice assistance, real-time traffic and navigation, and Automatic Crash Response to help if you're in need. (OnStar Basics includes remote commands, Navigation, Voice Assistance, and Automatic Crash Response, for eligible vehicles with compatible software. For MY25 vehicles, OnStar Basics is standard for 8 years; OnStar plan, working electrical system, cell reception and GPS signal required. OnStar links to emergency services. Service coverage varies with conditions and location. Service availability, features and functionality vary by device and software version. See onstar.com for details and limitations.)

WARRANTY

Warranty Note: <<< Preliminary 2025 Warranty >>>
Basic Years: 3
Basic Miles/km: 36,000
Corrosion Years (Rust-Through): 6
Corrosion Years: 3
Corrosion Miles/km (Rust-Through): 100,000
Corrosion Miles/km: 36,000
Hybrid/Electric Components Years: 8
Hybrid/Electric Components Miles/km: 100,000
Roadside Assistance Years: 5
Roadside Assistance Miles/km: 60,000
Roadside Assistance Note: Towing: 8 Years/100,000 Miles
Maintenance Note: First Visit: 12 Months/12,000 Miles

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10:25 AM 10/31/24

Sealed Bid: 25-002

ORIGIN ID:GADA (256) 845-3525
DANI WOMACK
DONOHOO CHEVROLET, LLC
1000 GREENHILL BLVD NW

FORT PAYNE, AL 35967
UNITED STATES US

SHIP DATE: 29OCT24
ACTWGT: 0.25 LB
CAD: 10589217/INET4760

BILL SENDER

TO ATTN: ERIN WOLFE
CITY OF FAIRHOPE
555 SOUTH SECTION ST

FAIRHOPE AL 36532
(251) 408-7879 REF:
INV:
PO: DEPT:

FedEx Express

WED - 30 OCT 10:30A
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TRK# 0201 7796 0749 2885

XP MOBIG

MOBA 36532
THU - 31 OCT AA
PRIORITY OVERNIGHT

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10/29/24, 4:04 PM

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safely to its destination by packing your

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07/06/24 17:50

CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Jeff Montgomery **Department:** IT

Project Name: Ford Mach-E

Project Description: IT is giving Building Maintenance the VAN and we will replace with a Mach-E

Project Category: X Bid ___ Professional Service ___ Other: _____

Budget Amount: 42,000 **Budget Code:** 001160-50470

Budgeted for Current FY: 2025 Yes ___ No

BID INFORMATION

Bid Duration: 2 weeks **Project Duration:** _____

Engineer of Record: _____

Pre-Bid Meeting: X No ___ Yes ___ Mandatory ___ Non-Mandatory

Scope of Work Provided By: _____ **Contract Extensions:** ___ No ___ Yes

Project Manager: _____

Insurance Requirements: ___ Minimum ___ Maximum

Bonds: ___ Bid ___ Performance ___ Labor & Materials

Related Bids/RF's _____

FORCE ACCOUNT INFORMATION

Force Account Project: ___ No ___ Yes **Estimated Amount:** _____ **Budget Code:** _____

Notes: _____

SIGNATURES

Requestor: Jeff Montgomery (Oct 1, 2024 13:38 CDT) **Senior Accountant:** Suzanne Doughty

City Treasurer: Kimberly Creech **Mayor:** Sherry Sullivan

PRF 1 Electric Vehicle - 2

Final Audit Report 2024-11-08

Created:	2024-11-08
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAdZYeiLPEooSCTVaXQMXcoYOfE28gKc2m

"PRF 1 Electric Vehicle - 2" History

Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2024-11-08 - 3:34:32 PM GMT

Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2024-11-08 - 3:34:56 PM GMT

Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2024-11-08 - 4:26:41 PM GMT

Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2024-11-08 - 4:27:31 PM GMT - Time Source: server

Agreement completed.
2024-11-08 - 4:27:31 PM GMT

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2024-755

FROM:	George Ladd , PUBLIC WORKS DIRECTOR
SUBJECT:	The Director of Public Works, George Ladd, is requesting to procure a qualified contractor to perform tree removal services on annual contract throughout the City.
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

To approve to reject all bids for Bid No. 24-065 Citywide Tree Removal Annual Contract for Public Works Department and authorize to rebid.

BACKGROUND INFORMATION:

A service bid was issued on September 6, 2024, posted to the City of Fairhope's website, and published in Gulf Coast Media. One (1) responsive bid and one (1) non-responsible bid were received at the bid opening on October 16, 2024 at 2:00 p.m.

The recommendation by the Director of Public Works is to reject all bids due to only receiving one (1) responsive, responsible bid, and authorize the re-bid of the contract under Code of Alabama 1975, Section 41-16-57(d).

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
001360-50360	Landscape - General Maint.	$TBD	$TBD	$TBD

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up: N/A

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council to reject all bids (Bid No. 24-065) to procure Citywide Tree Removal Annual Contract for Public Works; and authorize the re-bid under Code of Alabama 1975, Section 41-16-57(d).

ADOPTED ON THIS 21ST DAY OF NOVEMBER, 2024

_____
Jack Burrell,
Council President Pro Tempore

Attest:

_____
Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-796

FROM:	Lisa Hanks, CITY CLERK Stephanie Hollinghead, Chief
SUBJECT:	Restaurant Liquor License by Stephanie Rabalais for 51 LLC d/b/a Kingfisher Seafood Restaurant, located 805 South Mobile Street, Fairhope, Alabama 36532.
AGENDA DATE:	November 21, 2024

RECOMMENDED ACTION:

Approve the Restaurant Liquor License by Stephanie Rabalais for 51 LLC d/b/a Kingfisher Seafood Restaurant, located 805 South Mobile Street, Fairhope, Alabama 36532.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

Account No.	Account Title	Current Budget	Cost	Available Budget
		$___	$___	($____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

For time-sensitive follow up, select deadline date for follow up:

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Revised 09/2013

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

NOV 6 '24 AM8:57

ZAA

ALCOHOLIC BEVERAGE LICENSE APPPLICATION

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 51 LLC / Stephanie Rabalais SSN# ___ ___ ____

AGE ____ DATE OF BIRTH ____ PLACE OF BIRTH Baton Rouge

MAILING ADDRESS 7515 Jefferson Hwy # 224, Baton Rouge LA 70806

HOME # NA WORK # (225) 448-2790

CELL # ____ FAX # NA

RESIDENCE ADDRESS ____

NO.YEARS AT PRESENT ADDRESS 12 NO.YEARS AT PREVIOUS ADDRESS NA

PREVIOUS ADDRESS NA

NAME AND ADDRESS OF BUSINESS ____

NAME OF CORPORATION 51 LLC / dba Kingfisher Seafood Restaurant

BUSINESS LOCATION 805 S Mobile Street, Fairhope AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE ____

IF SO, WHERE ____ UNDER WHAT NAME ____

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE ____

WHEN ____ WHAT WAS CHARGE ____

DISPOSITION ____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Jordan Parnell	jordan.parnell@hubinternational.com	
Tine Neames	3700 Essen Ln, BR LA 70809	
CeCe Smith	johnlknerhomes@gmail.com	

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.

Stephanie Labadie
SIGNATURE (FULL NAME)

11/6/2025
DATE

NOT APPROVED _____ DATE _____
Chief of Police

APPROVED _____ DATE 11/13/24
Chief of Police

NOT APPROVED
B Y 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.