



**CITY OF FAIRHOPE
CITY COUNCIL REGULAR AGENDA**

**Thursday, December 19, 2024 - 2:00 PM
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 9 December 2024 Regular City Council Meeting and minutes of 9 December 2024 Work Session
2. Report of the Mayor
 - (1) Girl Scout Troop 8017 regarding Annual Cookie Sale
Troop Leader Allison Marlow
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253 - Request of the Applicant, SCorUSA, LLC, acting on behalf of the Owner, Steven W. Corbett, to rezone property from B-2, General Business District to a PUD, Planned Unit Development, to be known as **Legends at Point Clear**. The property is approximately 13.80 acres and is located on the west side of Greeno Road South, north of Old Battles Road/CR-34. **PPINS #: 39376, 210314.**
6. **Final Adoption** - Ordinance - An Ordinance establishing Impact Fees on New Development in the City of Fairhope; and repealing and replacing Ordinance No. 1625. (Introduced at the December 9, 2024 City Council Meeting.)
7. Ordinance - An Ordinance Repealing and Replacing Ordinance No. 1575 to protect the Public Health, Safety and Welfare by providing Policy and Procedure for Park Usage within the City of Fairhope.
8. Request - To Approve the 2025 Regular City Council Meetings.
9. Resolution - To Repeal and Replace Resolution No. 3039-18 setting forth the Rules and Regulations for the Operation of the Fairhope Municipal Civic Center Complex located at 161 N. Section Street, Fairhope, Alabama as amended.
10. Resolution - That the City Council hereby authorizes Mayor Sherry Sullivan, on behalf of the City of Fairhope, to execute a purchase agreement and all closing documents related to the sale of the “Anna T. Jeanes School” Land Property (PPIN 62123 and PPIN 62124) from Baldwin County Board of Education.
11. Resolution - That the City Council hereby authorizes Mayor Sherry Sullivan to execute a contract for Professional Services for closing costs and title insurance on the Anna T. Jeanes School Land Purchase with Kopesky & Britt, LLC with a cost not-to-exceed \$10,000.00.

12. Resolution - That the City Council adopts the recommendation from the Recreation Board for Founders Track and Field subject to availability with no rental fee reductions.
13. Resolution - To award (Bid No. 25-005-2025-PWI-014) to Apex Contracting Services for Metal Building - 50' x 120' Pre-engineered Metal Building with Foundation Electric Storage Building Addition for the City of Fairhope - Electric Utility with a bid proposal not-to-exceed \$178,000.00.
14. Resolution - To award (Bid No. 25-007-2022-PWI-006) to Asphalt Services, Inc. for Project No. STPSU-0220 (256) for Roundabout at North Section Street / Scenic 98 (Veterans Drive) / Main Street with a bid proposal not-to-exceed \$1,597,777.50. This is an 80/20 grant with ALDOT.
15. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a contract amendment with Volkert, Inc. for Professional Engineering Services - Roundabout at North Section Street / Highway 104/ Veterans Drive/ Scenic 98 (ALDOT Project No. STPOA-0220()) to add Construction Engineering and Inspection fees for a not-to-exceed cost of \$212,654.25. The new contract total will be \$350,368.00. This is an 80/20 grant with ALDOT.
16. Resolution - That the Fairhope City Council hereby accepts the \$14,334.00 gift to the City of Fairhope from Lucy McVay and earmark these funds for an additional entrance to Knoll Park; and authorize the use of Capital Improvement Funds for the remainder of the cost of Project.
17. Resolution - That the Fairhope City Council hereby accepts the Gift from the Colvin Family for the Christmas Arch in memory of their mother Carolyn Seale Colvin; and the Planter that is to be used at the Flying Creek Nature Preserve valued at \$2,900.00.
18. Resolution - That the public water improvements indicated herein for Cottonwood Estates Subdivision are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and P&G Developments, LLC (the "Subdivider") and Grant Nichols Construction, Inc (the "Contractor").
19. Resolution - To award (Bid No. 25-006) to W.R. Mitchell, Contractor, Inc. for Force Main Upgrades - Thompson Hall Project for the not-to-exceed amount of \$672,165.00.
20. Resolution - That the City Council approves the selection by the Evaluation Team for Professional Engineering Services for (RFQ PS25-004) for the Installation of a New Lift Station on Scenic Hwy 98 and Lift Station Upgrade at the Grand Hotel to CDG, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

21. Resolution - To award (Bid No. 25-012) to G&L Tank Sandblasting and Coatings, LLC for the Reconditioning of the Water Treatment Plant No. 2 - 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 - 300,000 Gallon Elevated Leg Tank with a bid proposal not-to-exceed \$1,882,155.00.
22. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a contract amendment with Chris Francis Tree Care, LLC for Bid No. 24-056 Citywide Tree Maintenance Annual Contract to increase the total contract amount for Year One by \$90,000.00. The new contract total for Year One will be not-to-exceed \$186,000.00 and the total contract amount not-to-exceed \$378,000.00 for three (3) years, and authorizes the Treasurer to transfer budget of \$50,000.00 from 001350-50360 to 01360-50360 to fund a portion of this increase.
23. Resolution - That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Replacement of Drainage at Fire Station No. 2 to Blade Construction LLC for a project cost of \$55,626.00, plus an additional contingency cost of \$1,376.00, Total cost not-to-exceed \$57,002.00.
24. Resolution - That the City of Fairhope hereby terminates the contract with Global Solutions & Data Services, LLC for RFQ PS24-022 Go-Between Support for the City of Fairhope and Tyler Technologies and other supporting applications as allowed in the Additional Considerations B. Termination Clause of the executed contract.
25. Resolution - That the City of Fairhope authorizes submission of the RAISE Grant Program 2025 for a bridge system to replace a box culvert system over Fly Creek on U. S. Highway 98, Fairhope, Alabama; and authorizes the Mayor to sign all required grant application documents on behalf of the City. If awarded, the money will be passed through to ALDOT who will manage the project.
26. Resolution - That the City Council accepts equipment, installation and training of two (2) complete Vesta Positions for the Fairhope Police Department from Baldwin County 911 District. The total amount of the equipment and services is \$70,501.85, all provided free of cost. After the first year, Fairhope Police Department will be responsible for the annual recurring support cost of \$6,225.00.
27. Resolution - That the City of Fairhope approved the procurement of the Annual Renewal of Palo Alto Support/Subscriptions for the Firewall that is on NASPO (Contract #AR3229) with Clear Winds Technologies and therefore does not have to be let out to bid. The total amount not-to-exceed \$66,568.04.
28. Resolution - That the City of Fairhope hereby temporarily suspends Ordinance No. 1425 from noon on December 31, 2024, to noon on January 1, 2025, for purposes of New Year's Celebration Activities.
29. Public Participation – (3 minutes maximum)

30. Adjourn

Next City Council Regular Meeting - Monday, January 13, 2025



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2024-192

FROM:	Lisa Hanks, CITY CLERK
SUBJECT:	Minutes of 9 December 2024 Regular City Council Meeting and minutes of 9 December 2024 Work Session
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

Approve minutes of 9 December 2024 Regular City Council Meeting and minutes of 9 December 2024 Work Session.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$____	\$____	(\$____)

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 Monday, 9 December 2024.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, 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 Burrell called the meeting to order at 5:35 p.m. and announced that Agenda Item No. 5: a Public Hearing for an Ordinance establishing Impact Fees on New Development in the City of Fairhope; and repealing and replacing Ordinance No. 1625 would be held at 6:00 p.m.

Pastor Mike Megginson thanked the City Council and the Mayor for their service to Fairhope. The invocation was given by Pastor Megginson of 3 Circle Church and the Pledge of Allegiance was recited. Councilmember Robinson moved to approve minutes of the 21 November 2024, regular meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and mention the new FBO and terminal building at the Airport. She thanked Paige and her Staff and all who participated and volunteered for the Christmas Parade. Mayor Sullivan mentioned Santa Saturdays; and announced the retirement of Library Director Tamara Dean and her Retirement Reception being held on December 19, 2024.

Councilmember Martin thanked everyone for the events in the City and all who serviced them. He told everyone Merry Christmas.

Councilmember Robinson thanked everyone for a great Christmas Parade.

Councilmember Boone also thanked everyone for a great Christmas Parade.

Council President Burrell also mentioned the new FBL and terminal building at the Airport. He thanked everyone for a wonderful Christmas Parade; and mentioned recycling and the new Baldwin County Material Recovery Center (“MRF”) coming soon.

9 December 2024

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute an Intergovernmental Funding Agreement between the City of Fairhope and the Baldwin County Commission for the Use of County Voting Machines and the Services of the County Voting Machine Custodian and Employees for Municipal Elections. The use of the County-owned voting machines is at no cost. The City will reimburse the County for the costs associated with Services of the County Voting Machine Custodian and Employees for Municipal Elections. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5278-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute an Intergovernmental Funding Agreement between the City of Fairhope and the Baldwin County Commission for the Use of County Voting Machines and the Services of the County Voting Machine Custodian and Employees for Municipal Elections. The use of the County-owned voting machines is at no cost. The City will reimburse the County for the costs associated with Services of the County Voting Machine Custodian and Employees for Municipal Elections.

Adopted on this 9th day of December, 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 Mayor Sherry Sullivan is hereby authorized to execute an Engagement Letter for Professional Legal Services with Hand Arendall Harrison Sale, LLC for continued representation of the City, the Planning and Zoning Commission, the Board of Adjustment & Appeals, Fairhope Utilities, and all related matters involving planning, zoning, real property, and any other general representation as requested by the City, as well as litigation that may or may not be covered by the City's insurance carrier. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

9 December 2024

RESOLUTION NO. 5279-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute an Engagement Letter for Professional Legal Services with Hand Arendall Harrison Sale, LLC for continued representation of the City, the Planning and Zoning Commission, the Board of Adjustment & Appeals, Fairhope Utilities, and all related matters involving planning, zoning, real property, and any other general representation as requested by the City, as well as litigation that may or may not be covered by the City's insurance carrier.

DULY ADOPTED THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes the Council President to sign bank documents for Fiscal Year 2025. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 5280-24

WHEREAS, two signatures are required on all monetary transactions of the City of Fairhope; and

WHEREAS, travel is sometimes required of the Mayor and of the Treasurer and provisions should be made to cover monetary requirements of the City in the absence of one or both; THEN, THEREFORE,

9 December 2024

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, That all Financial Depositories where monies of the City are deposited, whether in checking, savings, or other type accounts, currently or in the future; be and hereby are advised that any two of the following signees are authorized to sign any monetary transaction between said Depositories and the City of Fairhope, Alabama. Attached is a list of all Depositories for the City of Fairhope;

/s/ Sherry Sullivan Sherry Sullivan, Mayor

/s/ Jackey O. Burrell Jackey O. Burrell, Council President

/s/ Lisa A. Hanks Lisa A. Hanks, City Clerk

/s/ Kimberly W. Creech Kimberly W. Creech, City Treasurer

BE IT FURTHER RESOLVED, That Mayor Sherry Sullivan is hereby authorized to use computer generated signature for routine checks under Two Thousand Five Hundred Dollars (\$10,000.00). All monetary transactions must have at least one true signature.

Sample:

BE IT FURTHER RESOLVED, That a certified copy of this resolution be sent to all Depositories as authorization of and as a record of above signee signatures.

ADOPTED THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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9 December 2024

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection by Mayor Sherry Sullivan for Professional Grant Administration Services for (RFQ PS25-009) for the FY2024 Community Project Funding (CPF) HUD Grant for the Airport Industrial Park to Volkert, Inc.; and hereby authorizes Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5281-24

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

[1] That the City Council approves the selection by Mayor Sherry Sullivan for Professional Grant Administration Services for (RFQ PS25-009) for the FY2024 Community Project Funding (CPF) HUD Grant for the Airport Industrial Park to Volkert, Inc.; and hereby authorizes Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 9TH DAY OF DECEMBER, 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 Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding between the Baldwin County Commission, the City of Fairhope, and the Fairhope Volunteer Fire Department regarding the shared use of certain communications infrastructure owned by Baldwin County Commission for the purpose of supporting an interoperable P-25 public safety communications system. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

9 December 2024

RESOLUTION NO. 5282-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding between the Baldwin County Commission, the City of Fairhope, and the Fairhope Volunteer Fire Department regarding the shared use of certain communications infrastructure owned by Baldwin County Commission for the purpose of supporting an interoperable P-25 public safety communications system.

Adopted on this 9th day of December, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Roof Replacement for Fire Station #1 to Southern Steel Structures for a not-to-exceed project cost of \$41,200.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5283-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Roof Replacement for Fire Station #1 to Southern Steel Structures for a not-to-exceed project cost of \$41,200.00.

DULY ADOPTED ON THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC

City Clerk
9 December 2024

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Long's Human Resource Services to supply temporary employees to supplement the existing workforce. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51. Authorize Treasurer to transfer \$52,000.00 from Salaries 001360-50040 to Temp Contract Labor 001360-50245. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5284-24

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 Long's Human Resource Services to supply temporary employees to supplement the existing workforce. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51. Authorize Treasurer to transfer \$52,000.00 from Salaries 001360-50040 to Temp Contract Labor 001360-50245.

Adopted this 9th day of December, 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 certain items are declared surplus and the Mayor and the City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the three methods listed on the resolution. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5285-24

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

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property;
9 December 2024

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

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

- Asset #01113 (Recreation) – 2006 Ford F-250 (1FTSX20536EA68574) 103,192 Miles
- Asset #03083 (Recreation) – Kubota ZD28 Mower (61378) for parts (bad engine)
- Billy Goat Blower – Unknown Asset #, not running
- Robinaire R134a Refrigerant Machine (Pecan Building)
- Industrial Upright Grinder (Pecan Building)
- 5 Pallets – Miscellaneous New Equipment Parts from Discontinued Assets (Pecan Building)
- Assorted Used Parts including a Brush Guard w/Wench, International Bumper, 2 Rear Hitches, and a Landing Gear Set

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

- a. Receiving bids for such property (“via GovDeals”). All such property shall be sold to the highest bidder, provided, however, that the City Council shall grant the authority to the Mayor to reject all bids when, in her opinion, she deems the bids to be less than adequate consideration for the personal property.
- b. Sold for scrap or recycle at the highest offered value.
- c. Disposal via landfill.

ADOPTED AND APPROVED THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

9 December 2024

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 24-045-2024-PWI-009) Resurfacing of Section Street from Fels Avenue to Bayou Drive with a cost of \$5,377.77; and to award Change Order No. 1 to Asphalt Services Inc. The new contract total will be \$557,665.24. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5286-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 24-045-2024-PWI-009) Resurfacing of Section Street from Fels Avenue to Bayou Drive with a cost of \$5,377.77; and to award Change Order No. 1 to Asphalt Services Inc. The new contract total will be \$557,665.24.

ADOPTED ON THIS 9TH DAY OF DECEMBER, 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 to award (Bid No. 25-008) to Wayne's Pest Control Services, LLC. for Pest Control Annual Contract with an annual contract amount of \$10,530.48. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5287-24

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

[1] That the City of Fairhope did request, receive, and open bids for Pest Control Annual Contract Rebid (Bid Number (25-008) for the City of Fairhope.

9 December 2024

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

Please see attached Bid Tabulation for
Pest Control Annual Contract

[3] After evaluating the bid proposals with the required bid specifications, Wayne's Pest Control Services, Inc., with a total bid proposal for an annual cost not to exceed \$10,530.48, is now awarded the bid for Pest Control Annual Contract Rebid for the City of Fairhope.

Adopted on this 9th day of December, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
 Bid 25-008 Pest Control Annual Contract
 Opened November 12, 2024 at 11:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Bid Bond (Y/N)	Addendum I (Y/N)	Annual Cost of Contract 12 Months Sum of Items 1-58	59. John Martin Nature Center	60. Flying Creek Nature Center Restrooms	61. Price Per Sq Ft. (Must be submitted with bid or any other value added during the term of the contract)	62. Termite Treatment for Trees (Per Tree Cost)
Waynes Pest Control	Y	Check	Y	\$10,379.64*	\$12.23	\$0.34	\$0.0022	\$100.00
Bay Pest Control	Y	Check	Y	\$24,360.00	\$35.00	\$15.00	\$0.005	\$100.00
Knox Pest Control	Y	Check	Y	Non-Responsive - Exceptions to Types of Insects They Would Treat				
CB Cherry Pest Corp.	Y	N	N	Non-Responsive - No Bid Bond				
Beebe's Pest & Termite Control	Y	N	Y	Non-Responsive - No Bid Bond				
Redd Pest Control	Y	Check	Y	\$12,091.92	\$13.90	\$0.38	\$0.0025	\$50.00

*Corrected Total

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

Signature
 George Ladd, Public Works Director

Signature
 Erin Wolfe, Purchasing Manager

9 December 2024

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection by Mayor Sherry Sullivan for Professional Surveying and Engineering Design Services for (RFQ PS25-008) for the Bon Secour at Grand Drainage Project to Sawgrass Consulting, LLC; and hereby authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 5288-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Sawgrass Consulting, LLC to perform Professional Surveying and Engineering Services for the Bon Secour at Grand Drainage Project (RFQ PS25-008); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Public Utilities/Works Complex Recycle Drop Off/PW Administration Building Roof Replacement to Roof Doctor of Alabama, Inc. for a not-to-exceed project cost of \$34,475.00. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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9 December 2024

RESOLUTION NO. 5289-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Public Utilities/Works Complex Recycle Drop Off/PW Administration Building Roof Replacement to Roof Doctor of Alabama, Inc. for a not-to-exceed project cost of \$34,475.00.

DULY ADOPTED ON THIS 9TH DAY OF DECEMBER, 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 Mayor Sherry Sullivan is hereby authorized to execute a contract with Krebs Engineering for Professional Engineering Services for (RFQ PS25-002) for the Installation of a 24" Water Line from WTP #2 to CR13 Along Fairhope Ave. with a not-to-exceed contract amount of \$305,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5290-24

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 Krebs Engineering for Professional Engineering Services for (RFQ PS25-002) for the Installation of a 24" Water Line from WTP #2 to CR13 Along Fairhope Ave. with a not-to-exceed contract amount of \$305,000.00.

DULY ADOPTED THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk
9 December 2024

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with Krebs Engineering for Professional Engineering Services for (RFQ PS25-003) for the Installation of a 16" Water Main from WTP #2 to State Highway 181 with a not-to-exceed contract amount of \$320,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5291-24

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

[1] That Mayor Sherry Sullivan is hereby authorized to execute a contract with Krebs Engineering for Professional Engineering Services for (RFQ PS25-003) for the Installation of a 16" Water Main from WTP #2 to State Highway 181 with a not-to-exceed contract amount of \$320,000.00.

DULY ADOPTED THIS 9TH DAY OF DECEMBER, 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 Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 2 (Bid No. 040-22) On Call Contractor Services (Water and Sewer) to W.R. Mitchell Contractor, Inc. for one (1) year extension of the annual contract from January 4, 2025 to January 3, 2026 per the same terms and conditions of the original contract. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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9 December 2024

RESOLUTION NO. 5292-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 2 (Bid No. 040-22) On Call Contractor Services (Water and Sewer) to W.R. Mitchell Contractor, Inc. for one (1) year extension of the annual contract from January 4, 2025 to January 3, 2026 per the same terms and conditions of the original contract.

DULY ADOPTED THIS 9TH DAY OF DECEMBER, 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 Mayor Sherry Sullivan is hereby authorized to execute a contract amendment with Gonzalez-Strength & Associates, Inc. for Professional Engineering Services for a Feasibility Study for a new 114-Acre Park (RFQ PS24-025) with a not-to-exceed amount of \$4,500.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote. Council President Burrell mentioned that Volanta Park is only 40 acres compared to 114 acres.

RESOLUTION NO. 5293-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a contract amendment with Gonzalez-Strength & Associates, Inc. for Professional Engineering Services for a Feasibility Study for a new 114-Acre Park (RFQ PS24-025) with a not-to-exceed amount of \$4,500.00. The new contract total will be \$54,500.00.

DULY ADOPTED THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk
9 December 2024

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract between the City of Fairhope and Music Garden to provide musical entertainment at the Fairhope New Year's Eve 2024 Celebration for a not-to-exceed amount of \$9,500.00; and authorize the City Treasurer to pay \$9,500.00 payable to Music Garden with execution of contract prior to the performance. Exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(3). Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 5295-24

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

[1] That Mayor Sherry Sullivan is hereby authorized to execute a contract between the City of Fairhope and Music Garden to provide musical entertainment at the

Fairhope New Year's Eve 2024 Celebration for a not-to-exceed amount of \$9,500.00; and authorize the City Treasurer to pay \$9,500.00 payable to Music Garden with execution of contract prior to the performance. Exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(3).

ADOPTED ON THIS 9TH DAY OF DECEMBER, 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 Mayor Sherry Sullivan selection of Pyro Productions Inc. as Professional Consultant for (RFQ PS25-010) Design and Production of the Fireworks Display for New Year's Eve 2024, pursuant to Code of Alabama, "Pyrotechnic Shooter Law"; and authorizes the Mayor to execute a contract with an amount not-to-exceed \$12,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

9 December 2024

RESOLUTION NO. 5294-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves Mayor Sherry Sullivan selection of Pyro Productions Inc. as Professional Consultant for (RFQ PS25-010) Design and Production of the Fireworks Display for New Year's Eve 2024, pursuant to Code of Alabama, "Pyrotechnic Shooter Law"; and authorizes the Mayor to execute a contract with an amount not-to-exceed \$12,000.00.

DULY ADOPTED THIS 9TH DAY OF DECEMBER, 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 Council to reject all bids (Bid No. 25-001) to Procure Services for Joint Use Attachment Inventory for the Electric Department pursuant to Code of Alabama 1975, Section 41-16-57(d). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5296-24

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council to reject all bids (Bid No. 25-001) to Procure Services for Joint Use Attachment Inventory for the Electric Department pursuant to Code of Alabama 1975, Section 41-16-57(d).

ADOPTED ON THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk
9 December 2024

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution That the City Council approves to reject all bids (Bid No. 25-003) for 46 KV Transmission Line 2024 Modifications & Additions, and authorize the re-bid under Code of Alabama 1975, Section 41-16-57(d). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 5297-24

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

[1] That the City Council approves to reject all bids (Bid No. 25-003) for 46 KV Transmission Line 2024 Modifications & Additions, and authorize the re-bid under Code of Alabama 1975, Section 41-16-57(d).

ADOPTED ON THIS 9TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City Council reviewed an application for a Restaurant Liquor License by Robert Evans, Little Bird Fairhope LLC, d/b/a Little Bird, 404 Oak Avenue, Fairhope, AL 36532. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

A Public Hearing was held as advertised on a proposed Impact Fees Ordinance. Councilmember Boone introduced in writing an ordinance establishing Impact Fees on New Development in the City of Fairhope; and repealing and replacing Ordinance No. 1625. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Building Official Erik Cortinas explained in depth the proposed ordinance; and answered any questions. He said the legislation was adopted specifically for Baldwin County. Councilmember Conyers questioned the 1% or Max for fees imposed.

9 December 2024

Mr. Cortinas replied that the Impact Fees imposed are whichever fees are lowest. He said that residential fees are based on the number of bedrooms in a house.

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

Due to lack of a motion for immediate consideration, this ordinance will layover until the December 19, 2024 City Council meeting.

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

- 1) Dr. Mary Wells, 857 Sea Cliff Drive, addressed the City Council regarding a letter of public support for the Parking Authority to allow them parking for their proposed hotel. She said the property is zoned B-2. Dr. Wells said they need a resolution on the parking issue; and said the City gave credits for under utilized parking. Planning Director Hunter Simmons said we cannot give credit for Civic Center parking.

Councilmember Boone questioned on-street parking for credits. Mr. Simmons replied credit can only be given for parking in right-of-way. Councilmember Martin stated that all businesses need to collaborate; and commented underground parking is an option. Council President Burrell said parking is not the problem. He said the K-1 Center has a spot for parking; and the developer has agreed to build it. He suggested to pay into a fund for another parking deck. Council President Burrell said this is zoned B-2; and stated he supports their endeavor.

- 2) Dr. Dusty Smith, 24161 Bay Shore Drive, addressed the City Council regarding the hotel and parking; and said she was in a partnership with Dr. Wells. She said the hotel building is just an alley way from the Parking Garage; and we only need 27 spots.
- 3) Tamala Prickett, 16321 Scenic Highway 98, addressed the City Council regarding the hotel and parking. She said we need one parking spot per room. Ms. Prickett said an event space could be approved for 400 plus parking. She said we are only asking for 27 spots for our 27 room Boutique Hotel. Councilmember Robinson commented that the Parking Authority owns the Parking Garage. Ms. Prickett said the BOA gave seven credits for the other hotel; but gave us no credits for 27 rooms. She stated that every suggestion has had a roadblock.

Councilmember Robinson said the Hampton Inn owners paid for the Parking Garage; and then, deeded it back to the Parking Authority. Council President Burrell said we will look for a solution.

- 4) Mack McKinney, 18825 Scenic Highway 98, addressed the City Council regarding the hotel and parking; and said he did his own research on parking. Mr. McKinney said the hotel has 27 rooms; and his clients want to invest in Fairhope. He commented that this is a solid project and ready to go.

9 December 2024

- 5) Lou Siemer, 116 Easton Circle, addressed the City Council regarding the water issues and where the water towers are located. He commented that the City needed to invest in more infrastructure for water and sewer. Mayor Sullivan and the City Council said there are over 4 million dollars' worth of water projects just approved on the agenda. Mayor Sullivan said there were over 10 million dollars' worth of water and wastewater projects in this year's budget.
- 6) Wes Boyett, Gas Superintendent, addressed the City Council regarding the Christmas Parade. He said this was the second time he pulled the Employee Christmas Parade Float; and the Leadership Team was asked to help turn on the lights at the Lighting of the Trees Celebration. He commented that the employees did an outstanding job: Public Works, Electric Department, Community Affairs Department; and the Police Department. Mr. Boyett said he wanted to commend all of the Departments and their employees for all of their hard work.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:08 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Council President Burrell questioned the capacity of our water. Mayor Sullivan replied the average is 6,000,000 per day; and the new wells will give us 2 MGD more. Mayor Sullivan mentioned the Lead Line Survey is ongoing and interactive on our website.

- Public Works Director George Ladd addressed the City Council regarding Agenda Items No. 11, No. 12, No. 13, No. 15, and No. 17; and answered any questions if needed. He said his department has been working on flower beds and the Christmas Parade.
- IT Director Jeff Montgomery addressed the City Council regarding Agenda Item No. 10; and answered any questions if needed.
- Grants Coordinator Nicole Love addressed the City Council regarding Agenda Item No. 9; and answered any questions if needed. She explained the grant and the need for management of grant funds.
- City Engineer Richard Johnson addressed the City Council regarding Agenda Items No. 14 and No. 16; and answered any questions if needed. He gave an update on the roundabout at North Section Street. Councilmember Martin questioned the paving list and what does current mean.
- Chief Stephanie Hollinghead addressed the City Council regarding Agenda Item No. 26; and answered any questions if needed. She announced the retirement of Lt. Larry Sledge and his retirement celebration.
- City Treasurer Kim Creech addressed the City Council regarding Agenda Item No. 8; and answered any questions if needed.
- City Clerk Lisa Hanks addressed the City Council regarding Agenda Item No. 6; and answered any questions if needed.
- Council President Burrell addressed the City Council regarding Agenda Item No. 7. Councilmember Robinson explained this agreement.
- Mayor Sherry Sullivan addressed the City Council regarding Agenda Item No. 21 and said the additional funds is to hold a “Public Meeting” for input.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:25 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-787

FROM:	Hunter Simmons
SUBJECT:	Ordinance – Amend Zoning Ordinance No. 1253 - Request of the Applicant, SCorUSA, LLC, acting on behalf of the Owner, Steven W. Corbett, to rezone property from B-2, General Business District to a PUD, Planned Unit Development, to be known as Legends at Point Clear. The property is approximately 13.80 acres and is located on the west side of Greeno Road South, north of Old Battles Road/CR-34. PPINS #: 39376, 210314
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

Council Approval

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

GRANT:

LEGAL IMPACT:

ORDINANCE NO. ____

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

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

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

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

The property of Steven W. Corbett (containing 13.80 acres, more or less, and zoned B-2) and located on the west side of Greeno Road South, north of Old Battles Road/CR-34, Fairhope, AL.

Legends at Point Clear PUD

PPINS # 39376, 210314

Legal Description: (Case number ZC 24.02)

PARCEL "A"

STATE OF ALABAMA
COUNTY OF BALDWIN
A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF RW BATTLES LLC REPLAT, AS RECORDED ON SUDE 2776 B-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89'-16'-58" WEST ALONG THE NORTH LINE OF SAID RW BATTLES LLC REPLAT A DISTANCE OF 295.79 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN SOUTH 89'-28'-38" WEST ALONG SAID NORTH LINE A DISTANCE OF 241.89 FEET TO A 1-1/4" OPEN TOP PIPE; THENCE RUN SOUTH 89'-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 106.51 FEET TO A CAPPED REBAR (MOORE); THENCE RUN NORTH 00'-26'-47" WEST A DISTANCE OF 325.86 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89'-34'-40" WEST A DISTANCE OF 224.84 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00'-25'-38" EAST A DISTANCE OF 325.57 FEET TO CAPPED REBAR (MOORE); THENCE RUN SOUTH 89'-34'-04" WEST DISTANCE OF 295.63 FEET TO 1" IRON PIPE AT THE SOUTHEAST CORNER OF COMMON AREA 3, OLD BATTLES VILLAGE, PHASE THREE, AS RECORDED ON SLIDE 2632 A-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00'-14'-51" EAST ALONG THE EAST UNE OF SAID COMMON AREA 3 AND A PROJECTION THEREOF A DISTANCE OF 498.20 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 89'-47'-03" EAST A DISTANCE OF 1,167.17 FEET TO A CAPPED REBAR (HMR) AT THE SOUTHEAST CORNER OF LOT 1, JEFFREY SMITH SUBDIVISION, AS RECORDED ON SLIDE 2356-F OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF GREENO ROAD (U.S. HIGHWAY 98, 245' R/W); THENCE RUN SOUTH 00'-31'-40" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 499.87 FEET TO THE POINT OF

BEGINNING. THE DESCRIBED PARCEL CONTAINS 11.62 ACRES, MORE OR LESS.

Ordinance No. _____

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PARCEL "B"

STATE OF ALABAMA
COUNTY OF BALDWIN

A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF RW BATTLES LLC REPLAT, AS RECORDED ON SLIDE 2776 B-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89'-16'-58" WEST ALONG THE NORTH LINE OF SAID RW BATTLES LLC REPLAT A DISTANCE OF 295.79 FEET TO A CAPPED REBAR (ILLEGIBLE); THENCE RUN SOUTH 89'-28'-38" WEST ALONG SAID NORTH LINE A DISTANCE OF 241.89 FEET TO A 1-1/4" OPEN TOP PIPE; THENCE RUN SOUTH 89'-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 106.51 FEET TO A CAPPED REBAR (MOORE) AT THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89'-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 208.73 FEET TO A CAPPED REBAR (MOORE) AT THE NORTHWEST CORNER OF SAID RW BATTLES LLC REPLAT; THENCE RUN SOUTH 89'-34'-04" WEST DISTANCE OF 16.21 FEET TO A CAPPED REBAR (MOORE); THENCE RUN NORTH 00'-25'-38" WEST DISTANCE OF 325.57 FEET TO CAPPED REBAR (MOORE); THENCE RUN NORTH 89'-34'-40" EAST A DISTANCE OF 224.84 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00'-26'-47" EAST A DISTANCE OF 325.86 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 1.68 ACRES, MORE OR LESS.

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

Uses: Allowed uses listed for B-2 in the City of Fairhope Zoning Ordinance **except** the uses listed below

- Convenience Store
- Automobile Service Station
- Outdoor Sales Lot
- Garden Center
- Day Care
- Automobile Repair
- Recreational Vehicle Park
- Kennel or Animal Hospital
- Limited Manufacturing
- No uses with a Drive Through
- Personal Storage
- No uses within the Dwelling Category shall be allowed in the commercial spaces
- Hotel/Motel
- Bed & Breakfast
- Boarding House or Dormitory

Ordinance No. _____

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Setbacks:

Front – 25’

Rear – 25’

Side/Street Side – 0’ or 20’ when abutting residential

Building Height: Maximum building height shall not exceed 35’

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

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

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

ADOPTED THIS 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 19TH DAY OF DECEMBER, 2024

Sherry Sullivan, Mayor

"Exhibit A"

LEGEND

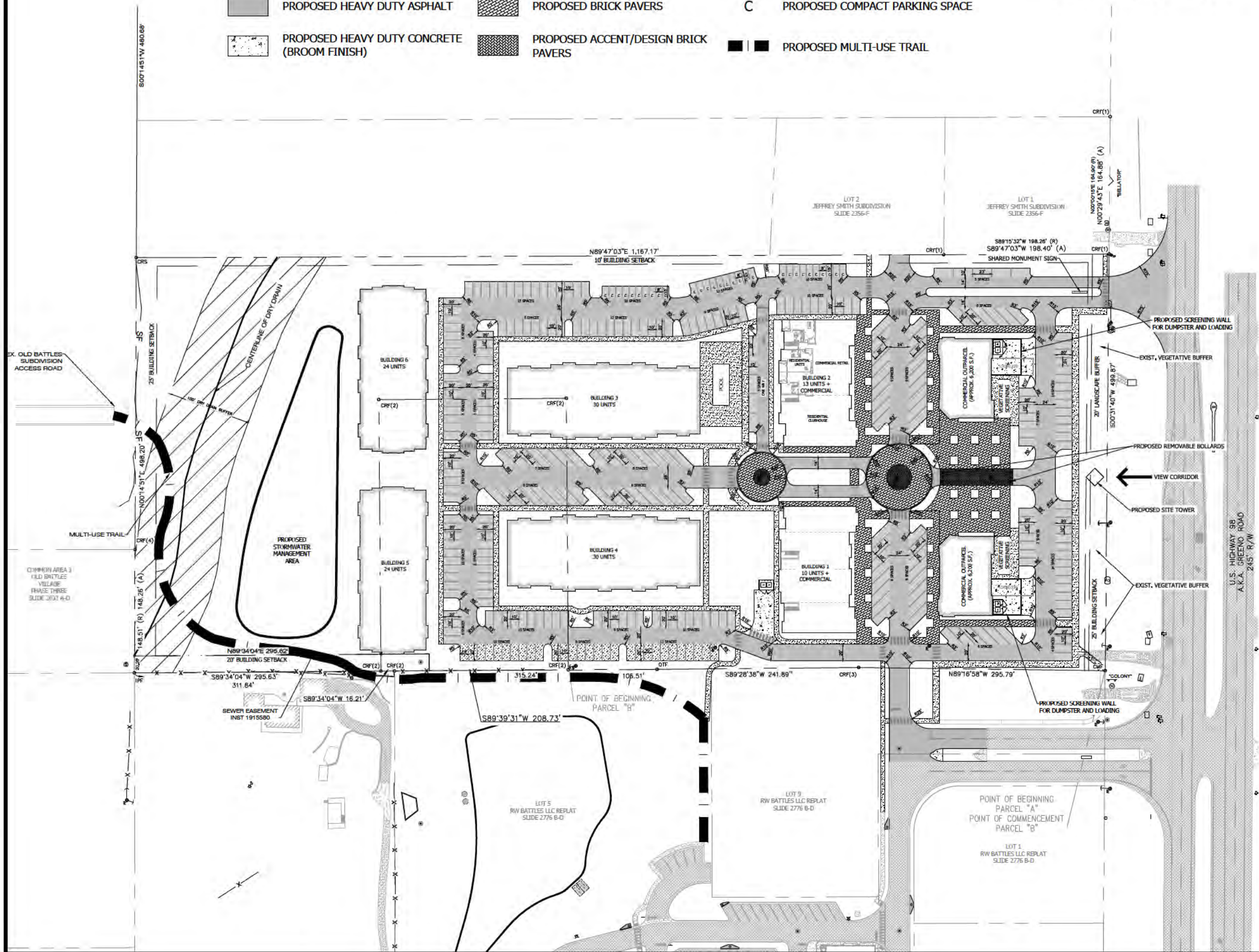
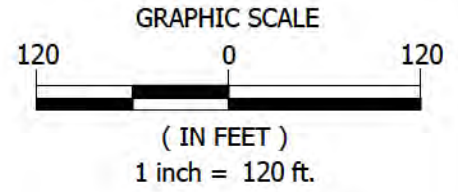
- PROPOSED LIGHT DUTY ASPHALT PAVEMENT
- PROPOSED HEAVY DUTY ASPHALT
- PROPOSED HEAVY DUTY CONCRETE (BROOM FINISH)
- PROPOSED LIGHT DUTY CONCRETE (BROOM FINISH)
- PROPOSED BRICK PAVERS
- PROPOSED ACCENT/DESIGN BRICK PAVERS
- PROPOSED PERVIOUS PARKING
- C

PROPOSED COMPACT PARKING SPACE
- PROPOSED MULTI-USE TRAIL



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS
208 Greeno Road N., Ste. C Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
Phone: (251) 928-3443 Fax: (251) 928-3665
jadengineers.com

DATE: 07/17/2024



SITE DATA TABLE		
STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE		
TAX PARCEL ID:	05-46-09-29-0-000-068.000 05-46-09-29-0-000-068.001	
PARCEL SIZE:	13.27 AC	
EXISTING ZONING:	GENERAL BUSINESS (B-2)	
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT (PUD)	
PUD ACREAGE:	13.27 AC	
<u>BUILDING SETBACKS:</u>		
FRONT:	25'	
SIDE & STREET SIDE:	0' OR 20' WHEN ABUTTING RESIDENTIAL	
REAR:	25'	
<u>BUILDING AREA & DIMENSIONAL REQUIREMENTS:</u>		
BUILDING HEIGHT:	MAX. 48' TO RIDGE OF ROOF (31' TO EAVE)	
MULTI-FAMILY HOUSING:	131 TOTAL UNITS	
NET DENSITY:	131 UNITS / 13.27 AC = 9.87 UNITS/AC	
MIXED-USE COMMERCIAL:	22,000 SF	
COMMERCIAL OUTPARCEL:	12,400 SF	
<u>PARKING STANDARDS:</u>		
	REQUIRED:	PROVIDED:
MULTI-FAMILY PARKING:	1 SPACES PER UNIT 131 UNITS = 131 SPACES	131 SPACES
(22,000 SF) MIXED USE COMMERCIAL PARKING:	0-400 SF GFA = 4 SPACES + 400-5000 SF GFA = 1 SPACE/400 SF + OVER 5000 SF = 1 SPACE/200 SF	400 SF GFA = 4 SPACES + 4600 SF/400 SF = 11.5 SPACES + 17000 SF/200 SF = 85 SPACES 100.5 = 101 SPACES
(12,400 SF) COMMERCIAL OUTPARCEL PARKING:	0-400 SF GFA = 4 SPACES + 400-5000 SF GFA = 1 SPACE/400 SF + OVER 5000 SF = 1 SPACE/200 SF	400 SF GFA = 4 SPACES + 4600 SF/400 SF = 11.5 SPACES + 7400 SF/200 SF = 37 SPACES 52.5 = 53 SPACES
TOTAL PARKING REQUIRED:	285 SPACES	
NO USE SHALL PROVIDE MORE THAN 20% MORE THAN THE PARKING REQUIRED BY TABLE 4-3 285 * 1.2 = 342 SPACES		
TOTAL PARKING PROVIDED:	330 SPACES	
<u>SIDEWALK, PARKING SPACE, AND STREET REQUIREMENTS:</u>		
SIDEWALK WIDTH:	MIN. 5' WIDTH	
PARKING SPACES:	10'x20'	
COMPACT PARKING SPACES:	8'x15'	
DRIVE AISLE:	20' MIN - 26' (FOR 3 STORY STRUCTURE)	

CONCEPTUAL SITE PLAN
LEGENDS AT POINT CLEAR
PLANNED UNIT DEVELOPMENT
US HIGHWAY 98
FAIRHOPE, AL

Application For:

PUD Rezoning Request

For

Legends at Point Clear
A Planned Unit Development

October 3, 2024

Applicant:

SCorUSA, LLC
PO Box 1609
Phenix City, AL 36868

Prepared by:



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

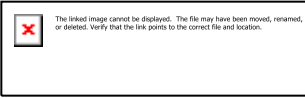
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Tax Parcel ID	3
Project Narrative	3
Architectural Narrative	3

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Appendix B	Warranty Deed
	A. Owner Authorization
	B. Articles of Incorporation
Appendix C	List of Adjacent Property Owner
	1. Map
Appendix D	EcoSolutions Stream Assessment Letter
Appendix E	
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	2. Boardwalk Detail
	3. Vicinity Map & Underlying Zoning
	4. Tree Survey
	5. Boundary Survey
	6. Conceptual Site Plan
	7. Conceptual Greenspace Plan
	8. Architectural Building Elevation, Floor Plan & Rendering
	9. Conceptual Site Lighting Plan
	10. Conceptual Landscape Plan

Project Team and Contact Information

Developer/Owner: 	SCorUSA PO Box 1609 Phenix City, AL 36868 (706) 445-9103 Dan Nibblett dan@scorusa.com
Civil Engineer: 	JADE Consulting, LLC 208 N. Greeno Rd., Ste. C Fairhope, AL 36532 (251) 928-3443 Perry C. "Trey" Jinright III, P.E., LEED AP Paul Marcinko, P.E. tjinright@jadengineers.com pmarcinko@jadengineers.com Sherry Ruth, Project Coordinator sruth@jadengineers.com
Surveyor: 	Wattier Surveying, Inc. 4321 Downtowner Loop North, Suite 201 Mobile, AL 36609 (251) 342-2640 Mark A. Wattier, PLS wattiermark@gmail.com
Landscape Architect. 	Espalier Landscape Architecture 218 N. 8390 Gayfer Rd Ext Fairhope, AL 36532 (251) 454-3500 Joe Comer IV, ASLA joe@espalierdesign.com
Architect. 	Walcott Adams Verneville Architects 1 S School St Fairhope, AL 36532 (251) 928-6041 Melissa Note melissa@wavarchitects.com

Tax Parcel ID

05-46-09-29-0-000-068.000

05-46-09-29-0-000-068.001

Project Narrative

The proposed project is located on two parcels that total 13.27 acres. The property is within City of Fairhope limits and is currently zoned B-2 is a mixed-use development consisting of 131 residential units, 22,500 SF of commercial units, and future commercial outparcels as shown on the PUD concept plan. The intent of this project is to utilize a single access to Highway 98 and connection to the interlocal driveway to the Publix anchored shopping center development to the South. This project will utilize water and sewer which are immediately adjacent to the site.

Full Design for this development shall be completed during the City of Fairhope typical MOP and site plan approval process.

Architectural Narrative

The concept is based on self-contained, walkable communities, surrounded by green belts, and a careful balance of residential, commercial and natural landscapes.

In keeping with similar planned communities, the architectural style should be relevant to the area and cohesive throughout the village. Given the village concept and its proximity to other local architecture in the area the proposed design style is Craftsman in nature. A Craftsman-style building emphasizes the use of natural materials and hand-worked goods. This architectural style, developed in the early 20th century, relies on well-constructed architecture highlighted with decorative details. It lends itself well to a natural surroundings and green spaces

Buildings include natural materials like brick, stone, lap siding and shingle siding. Shingle roofs and multi-pane windows are consistent with this style; as are brackets, ironwork, exposed rafter tails and quality in design. Colors are typically earth-toned and muted with wood, brick, or stone accents.

The mixed use and commercial buildings form the pedestrian-oriented core of the Village where “transparent” street-front buildings with a first-level storefront design create an active streetscape environment supporting the Village character. These buildings are designed to create a pleasant neighborhood center with an eclectic mix of small businesses, small scale, pedestrian nature, and a blend of outdoor to indoor integrated into the topography and natural landscapes.

The commercial outparcel design guidelines will reflect the style and pedestrian oriented core of the Village. Including “transparent” street-front buildings with a storefront design and an active streetscape. These buildings will be one story and should engage the outdoor and public spaces. Restaurants should provide outdoor seating and site walls of similar materials should be used to continue the facade and enclose the spaces. Buildings are to be designed to create a pleasant neighborhood center with an eclectic mix of small businesses, small scale, pedestrian nature, and a blend of outdoor to indoor integrated into the topography and natural landscapes. Flat roof buildings may be allowed upon approval provided the design is in keeping with the architectural style of the village and the roof area is limited in area. The size and shape of these buildings may vary, elevations shown within this package are conceptual and intended as a design guide.

This effort represents a significant investment in materials, building character, drives and parking, sidewalk improvements, decorative street lighting and other streetscape beautification projects.

Appendix A PUD Zoning Application
1. Legal Description

Appendix B Warranty Deed
1. Owner AuthorizationArticles of Incorporation

Appendix C List of Property Owner Withing 300' and map

Appendix D EcoSolutions Stream Assessment Letter

Appendix F

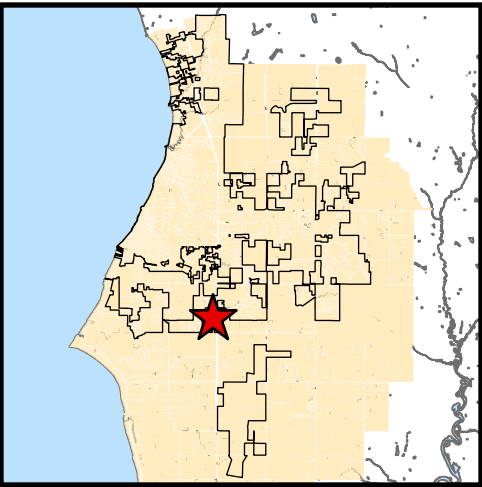
Plan Sheets

11. Zoning Table
12. Boardwalk Detail
13. Vicinity Map & Underlying Zoning
14. Tree Survey
15. Boundary Survey
16. Conceptual Site Plan
17. Conceptual Greenspace Plan
18. Architectural Building Elevation, Floor Plan & Rendering
19. Conceptual Site Lighting Plan
20. Conceptual Landscape Plan

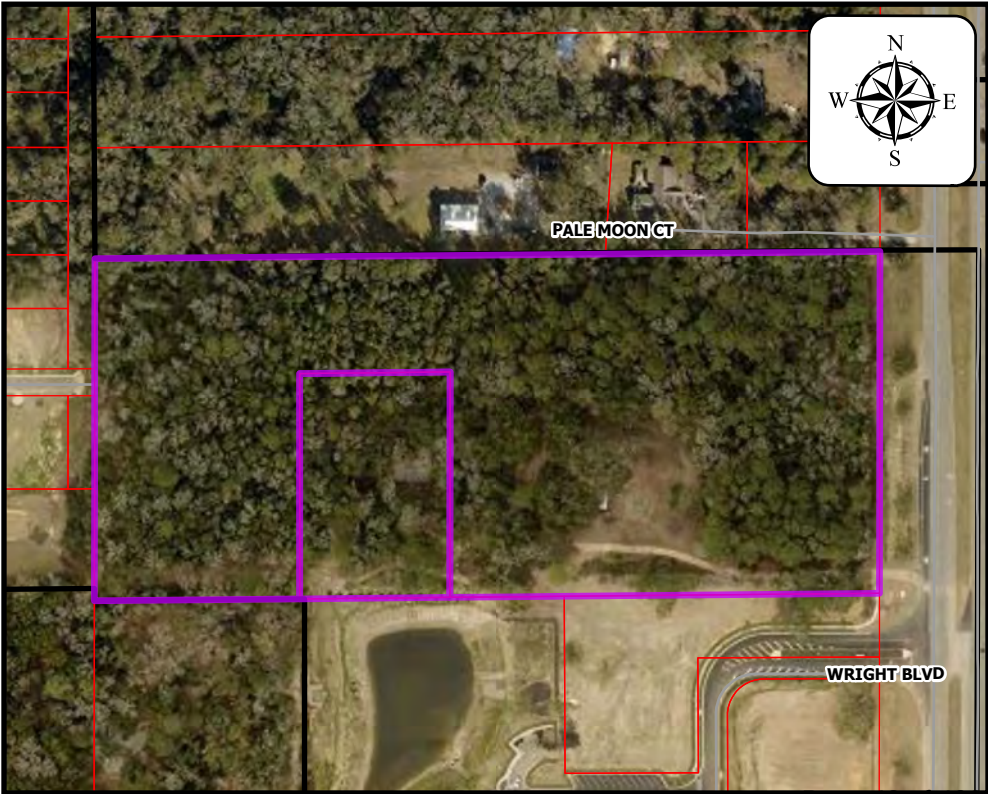
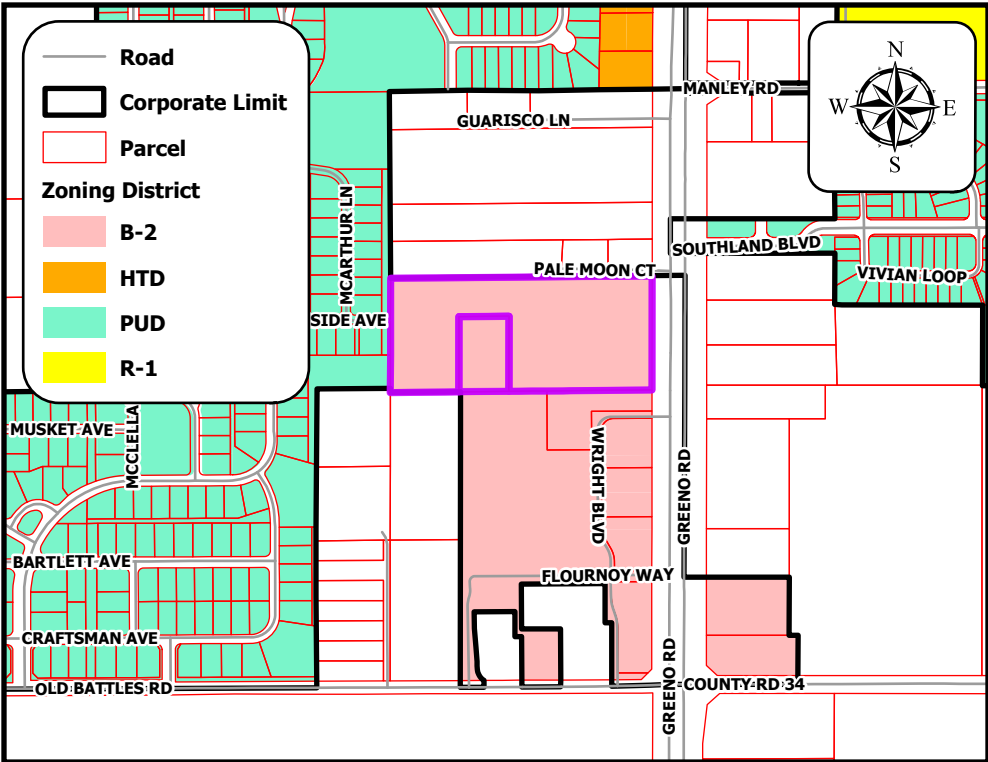


Planning Commission (4 Ayes, 1 Nay) voted to recommend approval of ZC 24.07

ZC 24.02 - Legends at Point Clear



Project Name:
Legends at Point Clear
Site Data:
13.80 acres
Project Type:
Rezone from B-2 to PUD
Jurisdiction:
Fairhope Planning Jurisdiction
Zoning District:
B-2
PPIN Number:
39376, 210314
General Location:
West side of Greeno Road South, North of Old Battles Road/CR-34
Surveyor of Record:
SCorUSA
Engineer of Record:
SCorUSA
Owner / Developer:
Steven W. Corbett
School District:
Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:
Denial
Prepared by:
HS and MM





APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: Steven W. Corbett Phone Number: 706-445-9103
 Street Address: PO Box 1609
 City: Phenix City State: AL Zip: 36868

Applicant / Agent Information

If different from above.

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

Name: SCorUSA, LLC Phone Number: 706-718-3683
 Street Address: PO Box 1609
 City: Phenix City State: AL Zip: 36868

Current Zoning of Property: B-2
 Proposed Zoning/Use of the Property: PUD
 Property Address: 18323 GREENO RD & 18323 GREENO RD S (A)
 Parcel Number: 05-46-09-29-0-000-068.000 & 05-46-09-29-0-000-068.001
 Property Legal Description: See enclosed
 Reason for Zoning Change: see attached PUD narrative document

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

Character of Improvements to the Property and Approximate Construction Date: January 2025

Zoning Fee Calculation:

Reference: Ordinance 1269

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

STEVEN CORBETT
 Property Owner/Leaseholder Printed Name

Steven W Corbett
 Signature

3/19/24
 Date

Fairhope Single Tax Corp. (If Applicable)



CERTIFICATION OF PROPERTY OWNER NOTIFICATION LIST
As Required by the City of Fairhope

Hearings on Zoning Change applications require notification to all property owners within 300 feet of the property under consideration for the change. This list must be the most current property owners' records available from the Baldwin County Revenue Office.

By signing below, I Steven W. Corbett, (applicant) do hereby certify that the property owner list attached to this application was obtained from the Baldwin County Revenue Office and is a complete list of all real property owners/lessees within 300 feet of the parcel submitted for consideration by the Planning & Zoning Commission.

Signature of Applicant or Authorized Agent

Date of Application



LEGENDS CONCEPT RENDERING - AERIAL 1 FROM PUBlix



Summary of Request:

Applicant, SCorUSA, LLC requests to rezone two (2) parcels of approximately 13.3 acres from B-2 “General Business District” to Planned Unit Development (“PUD”). The development is to be known as Legends at Point Clear and is located at 18323 Greeno Road (South). It is north adjacent to the Publix Shopping Center at Point Clear (B-2) and directly east of Old Battles Village (PUD). Baldwin County residential zoned parcels (RSF-E, RSF-1, and High Density Residential “HDR”) also border the subject property. JADE Consulting, LLC “JADE” is the authorized agent. MOP and Site Plan Review to follow.

There are eight (8) buildings proposed.

There are two (2) commercial buildings facing Greeno Road with a total of 12,400sf. Access is by way of Greeno Road, which is a public paved road and Wright Blvd to the south from the Publix Shopping Center, which is private. A plaza is proposed facing Greeno Road.

Buildings 1 and 2 are two-story mixed-use with 23 residential units, ~16,000sf of commercial space, and ~5,000 sf of residential clubhouse.

Buildings 3-6 are multi-family residential ranging from 24 to 30 units each and are three stories high. There are 108 residential units proposed in Buildings 3-6.

In total there are 131 residential units proposed with 28,579 sf of commercial space.



Conceptual Site Plan

There is also a multi-use trail proposed that will link Old Battles Village to the Publix. The private trail is proposed to connect to the Burnside Avenue public right-of-way. Much of the trail will be a boardwalk that transects the low area, but will be designed to accommodate pedestrian, bicycle, and low-speed vehicular traffic. As drawn, the proposed trail transects over private property. Applicant stated that there will have to be easements granted at the Site Plan/MOP review phase.

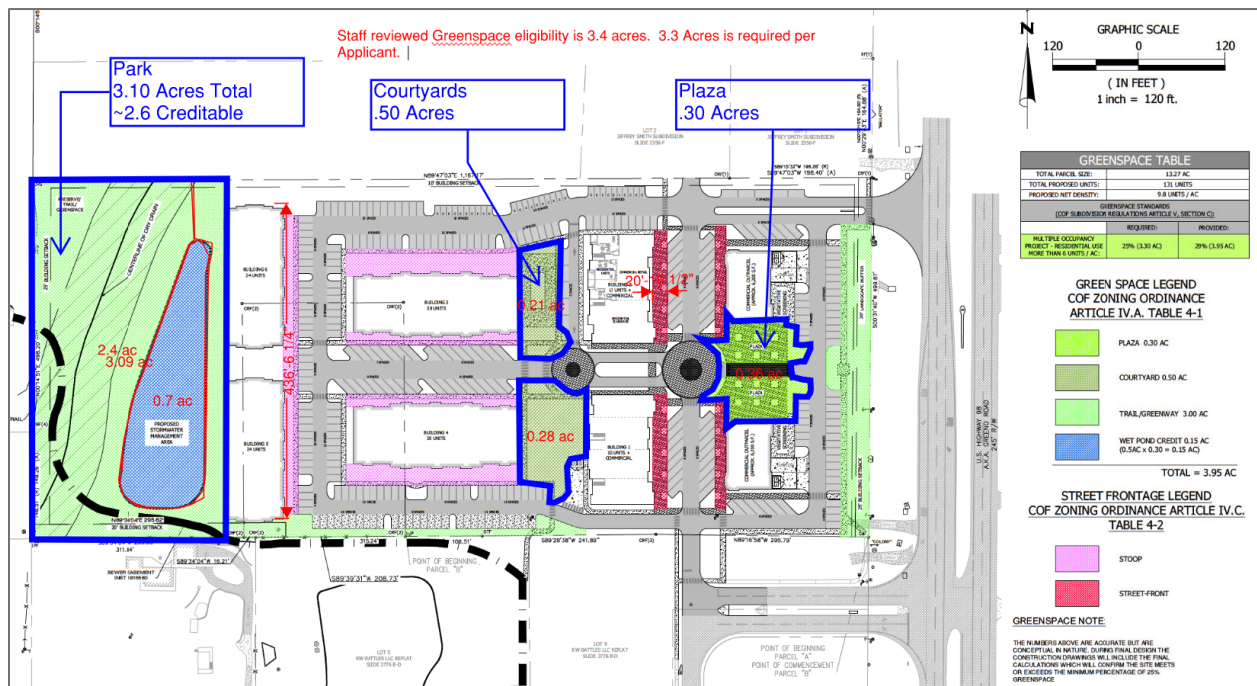
SITE DATA TABLE		
STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE		
TAX PARCEL ID:	05-46-09-29-0-000-068.000 05-46-09-29-0-000-068.001	
PARCEL SIZE:	13.27 AC	
EXISTING ZONING:	GENERAL BUSINESS (B-2)	
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT (PUD)	
PUD ACREAGE:	13.27 AC	
<u>BUILDING SETBACKS:</u>		
FRONT:	25'	
SIDE & STREET SIDE:	0' OR 20' WHEN ABUTTING RESIDENTIAL	
REAR:	25'	
<u>BUILDING AREA & DIMENSIONAL REQUIREMENTS:</u>		
BUILDING HEIGHT:	MAX. 48' TO RIDGE OF ROOF (31' TO EAVE)	
MULTI-FAMIL HOUSING:	131 TOTAL UNITS	
NET DENSITY:	131 UNITS / 13.27 AC = 9.87 UNITS/AC	
COMMERCIAL:	22,500 SF PLUS OUTPARCELS	
<u>PARKING STANDARDS:</u>		
	REQUIRED:	PROVIDED:
MIXED USE PARKING:	1 SPACES PER UNIT 131 UNITS = 131 SPACES	131 SPACES
COMMERCIAL PARKING:	0-400 SF GFA = 4 SPACES + 400-5000 SF GFA = 1 SPACE/400 SF + OVER 5000 SF = 1 SPACE/200 SF	400 SF GFA = 4 SPACES + 4600 SF/400 SF = 11 SPACES + 17500 SF / 200 SF = 87 SPACES 102 SPACES
FUTURE COMMERCIAL OUTPARCEL PARKING:	(PER CITY ZONING ORDINANCE)	
<u>SIDEWALK, PARKING SPACE, AND STREET REQUIREMENTS:</u>		
SIDEWALK WIDTH:	MIN. 5' WIDTH	
PARKING SPACES:	10'x20'	
COMPACT PARKING SPACES:	8'x15'	
DRIVE AISLE:	20' MIN - 26' (FOR 3 STORY STRUCTURE)	

Additional Comments

Phasing Applicant should take measures during the initial phase of development to make sure there is diversity among the residential and commercial components, *i.e.*, the residential units built without any commercial units.

Uses Since the development is to be zoned PUD the allowed uses are determined by the Ordinance and Master Development Plan. Applicant is comfortable limiting the uses allowed within the mixed-use and commercial units in the Legends at Point Clear PUD. For example, there is a plaza on the conceptual site plan between the commercial outparcels that is an open public (civic) space that should be an enjoyable gathering place *not* beside an automotive repair/service garage at a commercial lot. If approved, Staff would recommend alterations to the proposed uses as stated below.

Greenspace Greenspace is provided by way of a plaza between the strictly commercial buildings, courtyards in front of Buildings 3 and 4 (including around a pool in front of Building 3), and a park type of greenspace in the rear. The Applicant states 3.3 acres are required to achieve the minimum 25% greenspace requirements. The Applicant's Greenspace plan illustrates 3.95 Acres of Greenspace, Staff calculated eligible items to equate to 3.4 acres IF the courtyards front public rights-of-way. It is important to note the street frontage types shown on the plan are requirements of the Village Districts or Table 4-2 and are not Greenspace types. Greenspace may be further impacted by the results of the third-party environmental review.



Eligible Greenspace

Connectivity and Buffers With Publix to the south this project is a logical extension and should emphasize connectivity and walkability. Property to the north is currently zoned residential and buffers are required and accommodated. Old Battles Village lies to the west. A major drainageway lies on the westernmost side of the subject property. While roadway connectivity is always an important goal in

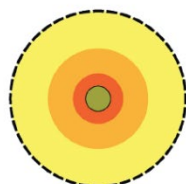
Fairhope, and there is a stub-street available at Burnside Avenue, considerations of natural areas are an exception to the rule. Preliminary plans illustrated the westernmost area as wetlands; however, a further study stated there are no wetlands on the property. Staff has contracted a third-party review to be certain. In any case, pedestrian, bicycle, and even connectivity for low-speed vehicles should be provided at a minimum. The Applicant proposes to accommodate this access by way of wooden boardwalks that span the low areas. Staff received concerns from several residents of Old Battles Village regarding proximity to existing homes. While minimum buffers can be as little as 10', no building is proposed within 275' of the western property line. Combined with the common areas in Old Battles Village, no private lot would be within 300' of a proposed building.



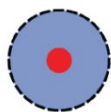
Burnside Avenue 'Stub Street'

Place Types Map with Identified Centers

Symbol Key



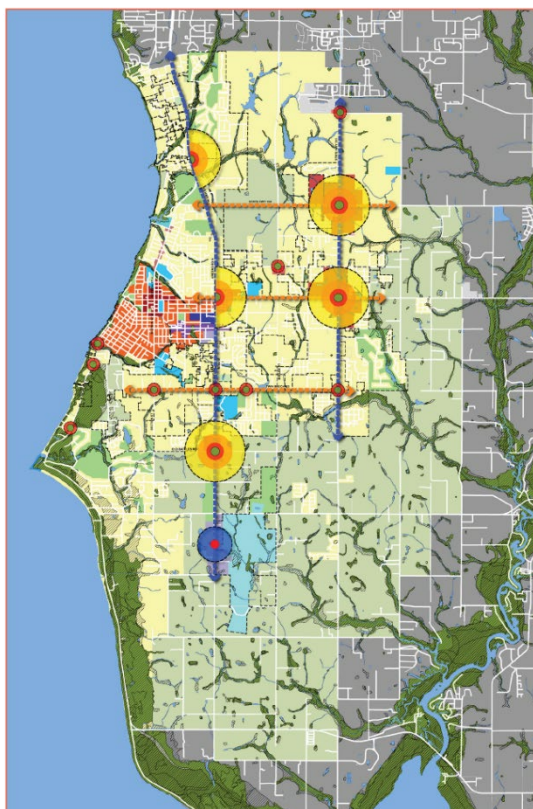
Mixed-Use Centers



Airport/Industrial/Tech Node



Small Commercial Node



Location The current Comprehensive Plan does not prescribe more intense development near this property. However, with the development of the Publix shopping center to the south, the intersection of Greeno Rd and Old Battles Rd is contemplated as a new node, or Suburban Mixed-Use node, within the currently proposed Comprehensive Plan.

The new Comprehensive Plan builds on the historic concept of a "Village Node", but introduces concepts to create places, otherwise known as Place Types. A draft copy of the Suburban Mixed-Use Center is included below. Developments within these identified Centers emphasis walkability, mixed of housing types, blended with commercial uses.

It is important to note that design guidelines, *i.e.*, “Regulations”, are critical to achieve the desired results from a visionary document like a Comprehensive Plan. Policy must be created to support desired results, which is not yet in place. For example, the summary below illustrates buildings that may be 1-3 stories tall. Current regulations limit buildings to ~~2-Stories~~/35’. It is not the intent of the new Comprehensive Plan to allow three stories on all developments for the sole purpose of increasing density, but instead to provide clear guidelines to enhance architectural details.

Excerpt of the Suburban Mixed-Use Place Type from the Draft Comprehensive Plan:

This Place Type can accommodate a mix of land uses and development patterns that are ideally more concentrated than other Suburban areas. Suburban Mixed-Use Centers should be master planned developments where uses are interconnected with streets and blocks rather than separated into individual pods.

Development Density and Form

This Place Type features buildings with a range of building footprints. However, building heights can range from one to three stories. Street setbacks should be generous along corridors, but should be shallower along internal streets. Residential in Suburban Mixed-Use Centers is encouraged when designed to be integrated into a walkable, mixed-use development. Such development ideally contains a range of attached housing types (townhouses and multi-family) with a maximum of 10 units per acre.

This Place Type is generally suburban in form and character along major corridors with limited parking between buildings and the corridor. Internal to development, buildings should front streets with parking located primarily behind or beside buildings. This is because Suburban Centers are often located along auto-dominant corridors; however, these centers can be designed to be improved versions of auto-dominant development. Interconnectivity, internal streets that support multiple modes of transportation, and a mix of uses can go a long way to making suburban development more friendly to pedestrians and bicyclists. Refer to the Community Design section for additional guidance.

Primary Land Uses

Primary land uses for this Place Type include retail, dining, personal and professional services, offices, institutional uses, and a mix of housing types.

Geographic Form

Fairhope's Suburban Centers have a generally nodal form (the opposite of linear) which is typical of Place Types considered to be “centers.” They have rectilinear shapes defined by streets and lot lines. Natural features may also be a defining feature within and at the edges of these centers.

Height Range	1-3 stories (generally up to 40 feet)
Building Form	Variety of building types and sizes clustered and grouped but linked by a connected street network
Building Setback	Should be consistent within a block but can vary to include street fronting buildings on pedestrian-oriented streets. Larger setbacks should be required along highways and include significant landscape.
Streets	Blocks are small and walkable. Streets form an irregular grid system within the neighborhood; may include alleys.
Transportation	Automobile access with complete sidewalk network and recreational trails.
Parking	On-street and private off-street, may include alley loaded garages
Open Space	Preserved passive open space; neighborhood parks, pocket parks, private yards.

Parking Per the Parking Schedule (Table 4-3), a mixed-use dwelling unit requires one space per dwelling unit. All other dwelling units require 2 spaces per dwelling unit. Per the Applicant’s Site Data Table, they provided 1 space for each of the residential units. Staff feels this is an incorrect interpretation. While the development itself is a mixed-use development, four (4) of the buildings are solely apartment buildings. Staff recommends each of the 108 units in Buildings 3-6 would require two spaces per dwelling unit. However, because this is a mixed-use development, Staff would support the parking as proposed based on a shared parking agreement where there are no reserved parking spaces for any use.

Street Frontages The proposed project uses the street frontage guidelines of Table 4-2 of the Zoning Ordinance. Streets must be publicly accessible and future plats must define accessibility and maintenance responsibility. Access to the south is challenging because Wright Blvd is a private road.

Architecture

Applicant provided an Architectural Narrative that should be implemented throughout the complete build out of the village concept creating active streetscapes and “buildings are designed to create an eclectic mix of small businesses, small scale, pedestrian nature, and a blend of outdoor to indoor integrated into the topography and natural landscapes.”

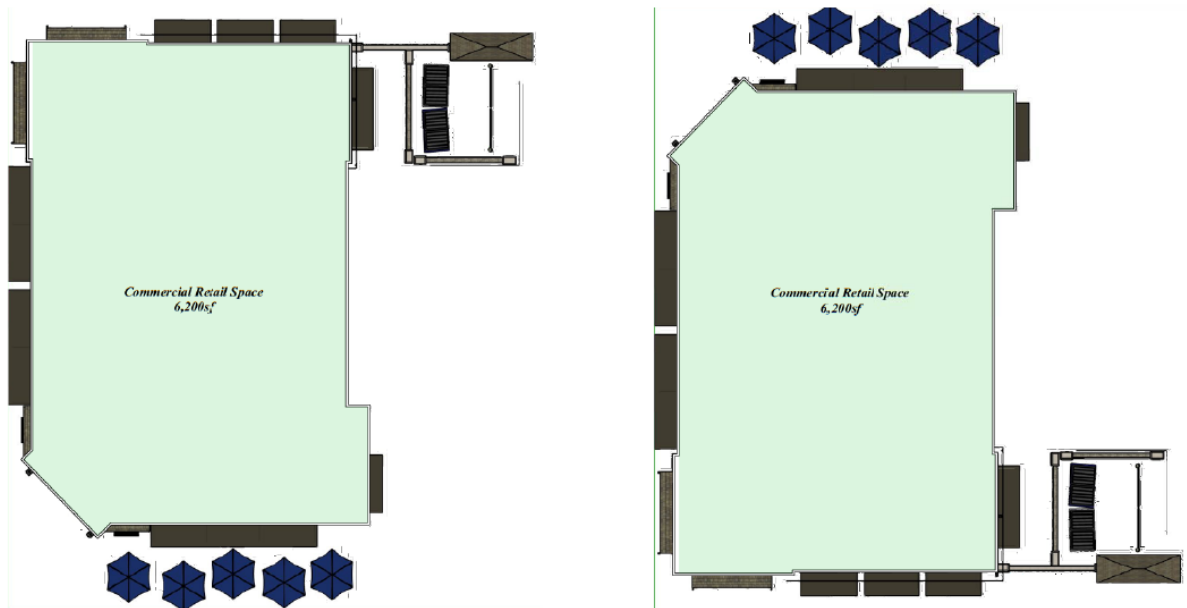
Commercial Buildings



Elevations



Proposed Plaza with Commercial



OUTPARCEL BUILDING 1 & 2 - 1 STORY COMMERCIAL RETAIL
6,200 SF Commercial
Scale: 3/32" = 1'-0"

Mixed-Use Buildings

Multi-Family Residential Buildings



Example Elevation



BUILDING 3 FLOOR PLAN - 3 STORY RESIDENTIAL
30 Residential Units
Scale: 3/32" = 1'-0"

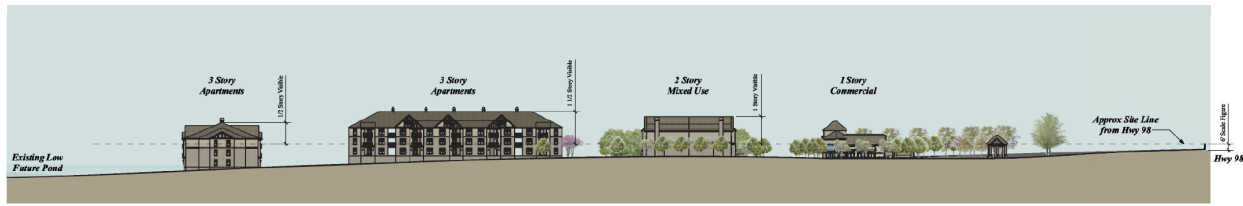


BUILDING 4 FLOOR PLAN - 3 STORY RESIDENTIAL
30 Residential Units

LEGENDS AT POINT CLEAR
TOTAL Residential Units- 131 Units
1BR/1BA- 19 Units (15%)
2BR/2BA- 88 Units (67%)
3BR/2BA- 24 Units (18%)

Example Floor Plan

Current regulations limit buildings to ~~two-stories-and~~ 35'. Since height is measured to the mean point of the roof, the roof peak is oftentimes higher than 35'. Staff estimates ridgelines could commonly be approximately 39'. The commercial buildings and mixed-use buildings fall within this range, but the request for 48' max roof height ~~AND three-stories does not align with current regulations~~. The Applicant supplied the following cross-section to illustrate the elevation difference throughout the site.



SITE SECTION DIAGRAM
Based on Existing Topography
Scale: 1" = 40'-0"

Staff has concerns about creating a precedent for ~~three-story~~ buildings **over the prescribed height limits** and does not feel that is the only available option. Additional height might be supported in some unique cases, such as increasing greenspace or preserving natural areas above and beyond required minimums. While this project, as currently proposed, meets minimum requirements it does not significantly go above those requirements. Alternatively, Staff questions whether a change in unit types, *i.e.*, replacing 3-bedroom units with 2- or 1-bedrooms units, would allow the Applicant to maintain the same unit counts within a two-story footprint **that falls within the height limit**. The Applicant may have other options.

Article II Section C.1.e Criteria

Fairhope's Zoning Ordinance contains nine (9) criteria by which an application for re-zoning shall be reviewed:

- (1) Compliance with the Comprehensive Plan;
- (2) Compliance with the standards, goals, and intent of this ordinance;
- (3) The character of the surrounding property, including any pending development activity;
- (4) Adequacy of public infrastructure to support the proposed development;
- (5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;
- (6) Compliance with other laws and regulations of the City;
- (7) Compliance with other applicable laws and regulations of other jurisdictions;
- (8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,
- (9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

The review comments for each criterion are discussed in detail below.

- (1) Compliance with the Comprehensive Plan;

Response: The development was designed with components of the village districts. This intersection was not called out as a potential village opportunity in the 2015-1016 Comprehensive Plan; however, the Publix Shopping Center and later phases of Old Battles Village have created a Suburban Mixed-Use Center opportunity with the city zoned parcels. The City is in the process of adopting a new Comprehensive Plan that points out the Greeno Road and Old Battles Road (County Road 34) intersection (all corners) as a Suburban Mixed-Use Center. The primary land uses for a Suburban Mixed-Use Center are retail, dining, personal and professional services, offices, and a mix of housing types. The different use types are connected by pedestrian friendly streets/sidewalks with usable spaces like the proposed plaza and greenspace(s). This area is largely county zoned.

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

Response: *PUD Planned Unit Development:* This district is intended to encourage innovative development that meets comprehensive plan goals and is tailored to the unique constraints and conditions of a particular site. This district allows flexibility in uses, designs, and building layouts as opposed to other zoning districts to better serve community needs. This development appears to meet the definition of a PUD and the intent of this ordinance.

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

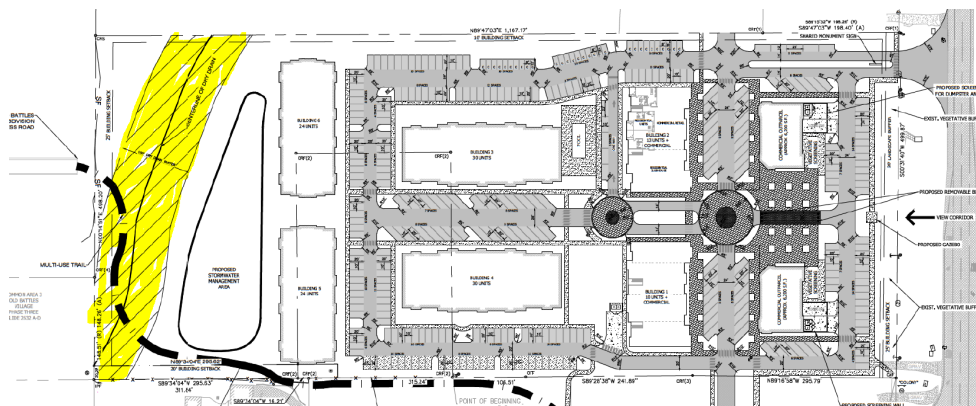
Response: The surrounding properties are mostly county zoned residential including High Density Residential; thus, a mix of retail/commercial and more residential units with city mandated green and civic spaces and connectivity should complement the surrounding property.

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

Response: Public infrastructure is readily available at the Publix development, but final details and associated development costs will be determined during future phases.

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

Response: Wetlands may be present on the subject property although Applicant has a June 12, 2024, EcoSolutions opinion stating that the potential wetland is a dry drain. *See below.* Nonetheless, Staff requested an independent 3rd party to assess and delineate the subject property. If wetlands are determined to be present, then appropriate buffers will be required during the development process. A 100' drainage easement is currently proposed. The City's 3rd party review may guide more restrictions of this easement/buffer.



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

Response: At the time of development all applicable laws of the City will be applied.

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

Response: At the time of development all applicable laws will be applied.

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

Response: This is a growing Suburban Mixed-Use Center and as such there will be impacts. Details such as traffic will be fleshed out as development begins with a traffic study. The City requires landscaping and screening when incompatible land uses are adjacent. The project has amenities that are available to adjacent properties.

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

Response: Staff do not anticipate any significant issues relating to these criteria. A traffic study will be required. All required buffers and setbacks will apply to address any concerns. The project will be thoroughly reviewed as development takes place. There will be a MOP and Site Plan Review following this initial rezoning case that will take a deeper dive into all impacts on the surrounding neighborhood.

Conclusion and Recommendation

The 'new' comprehensive plan is still a draft and currently under review. If approved, design guidelines that are incorporated into the Zoning Ordinance will be critical. In this case, the buildings have been designed and the architecture can be reviewed. Staff feels this can be evaluated, but current regulations, even within the Village Centers would limit buildings ~~to two stories~~ 35'. Without design guidelines, we hesitate to make a positive recommendation for this project fearing a precedent for future projects but do acknowledge there are many positives found within this proposed plan. Baring unforeseen results of the third-party environmental review, Staff would recommend approval of the project as proposed if all buildings were ~~two stories~~ 35'. However, there seems to be no gain from the additional height/story of the four buildings other than additional/larger units. Due to the height, in particular, we must recommend denial.

Recommendation:

Staff recommends **Denial** of ZC 24.02 to rezone PPINS: 39376 and 210314 from B-2 "General Business District" to Planned Unit Development ("PUD") and to be known as Legends at Point Clear with the following condition(s):

1. Building Heights of Buildings 3-6

Staff Recommendation in the staff report was amended at the PC meeting and reflected below.

Staff originally recommended denial of ZC 24.02 due to the building height. The Applicant revised the plans to reduce the height of the buildings to 35', for buildings 3-6, which changed staff recommendation to approve ZC 24.02 for recommendation to City Council with the following conditions:

1. Re-plat to combine the two lots.
2. Regarding the Allowable Commercial Uses as shown on the Site Data Table; staff recommends the following changes to the allowed use table:
 - Add to the prohibited list of uses:
 - Personal storage
 - No uses within the Dwelling category shall be allowed in the commercial spaces
 - Hotel/Motel
 - Bed & Breakfast
 - Boarding House or Dormitory
 - Remove from prohibited list of uses:
 - Outdoor Sales Limited
3. Ownership and maintenance of roads, sidewalks, and landscape will be clarified with the MOP or with a Development Agreement.
4. Phase Plan that prevents all the multi-family residential buildings without commercial units.
5. Applicant will place further use restrictions on the units facing the plaza.
6. Ensure buildings are under the height limit of 35'.
7. "Drainage Easement" shall be renamed "Stream Buffer".

Applicants response letter to recommended conditions next page and additional drawings.



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS

October 3, 2024

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

RE: Legends at Point Clear
JADE No.: SCorUSA-22-1805
Application No. ZC 24.02

Dear Planning:

We respectfully submit on behalf of our client our response to comments dated September 5 2024. Enclosed are revised plans referenced in our responses. Listed below in bold italic are our responses to the review comments:

1. Re-plat to combine the two lots

Response: Noted. The replat will be submitted concurrently with site plan MOP process.

2. Regarding the Allowable Commercial Uses as shows on the Site Data Table, staff recommends the following changes to the allowable use table:

- a. Add to the prohibited list of uses:

- (1) Personal Storage
- (2) No uses within the dwelling category shall be allowed in the commercial spaces
- (3) Hotel/Motel
- (4) Bed & Breakfast
- (5) Boarding House or Dormitory

Response: Agreed.

- b. Remove from prohibited list of uses:

- (1) Outdoor Sales Limited

Response: Agreed.

3. Ownership and maintenance of roads, sidewalks, and landscape will be clarified with the MOP or with a Development Agreement

Response: Noted. Our team will work with staff during the MOP process regarding this condition.

4. Phasing Plan that prevents all the multi-family residential buildings without commercial units

Response: The development will be constructed during one phase. For this reason, a phasing plan will not be necessary as all buildings will be constructed during the same phase.

POST OFFICE BOX 1929 • FAIRHOPE, ALABAMA 36533
TELEPHONE (251) 928-3443
WWW.JADENGINEERS.COM

5. Applicant will place further use restrictions on the units facing the plaza

Response: *Our team is open to discussions with the city to clarify these restrictions.*

6. Ensure buildings are under the height limit 35'

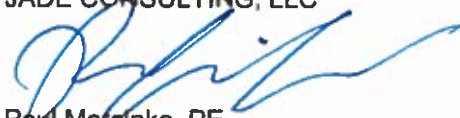
Response: *Agreed.*

7. "Drainage Easement" shall be renamed "Stream Buffer"

Response: *The terminology "Drainage easement" is not shown within the PUD documents. We have, however, revised the terminology to include reference to the required stream buffer.*

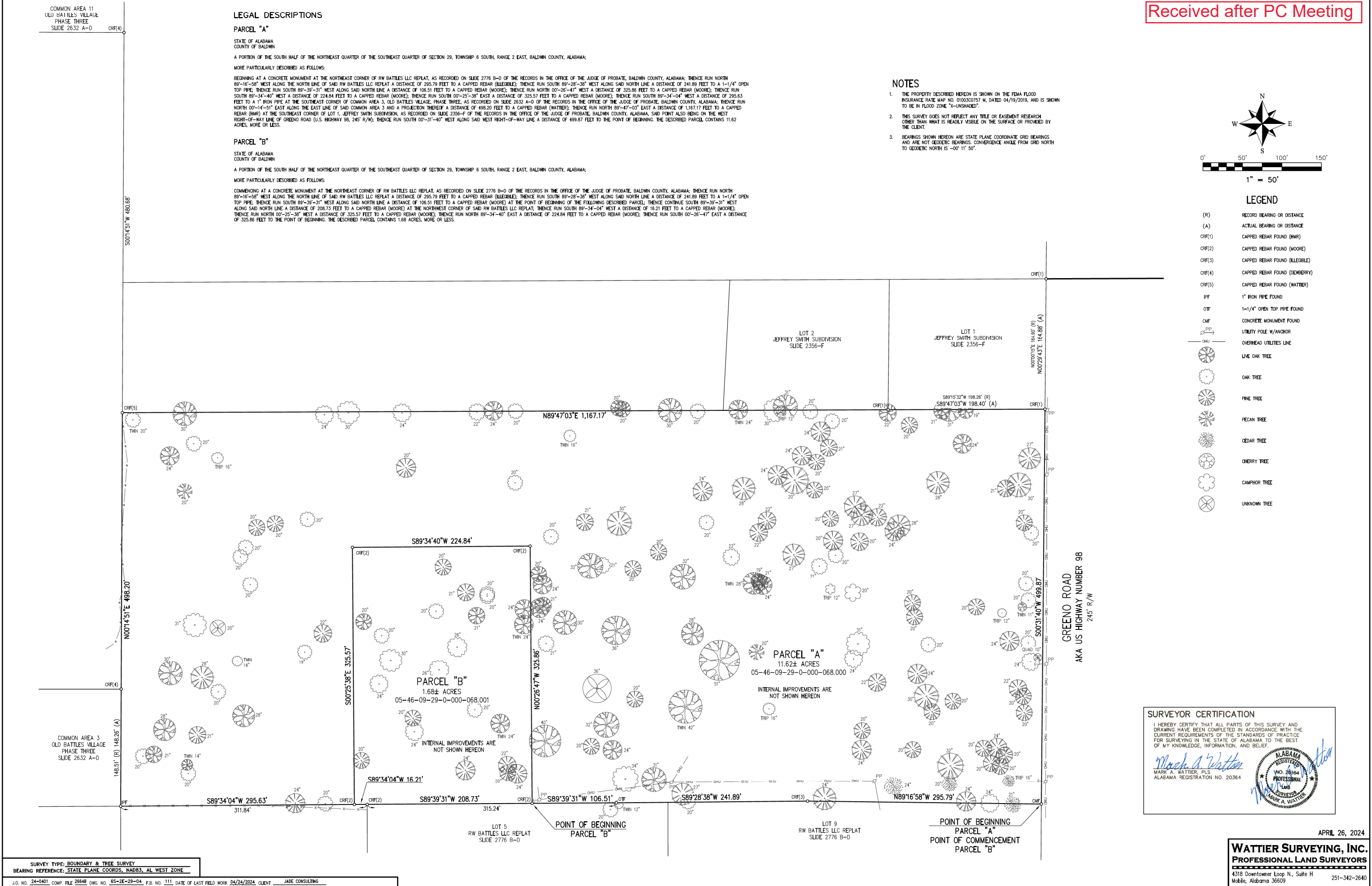
Respectfully,

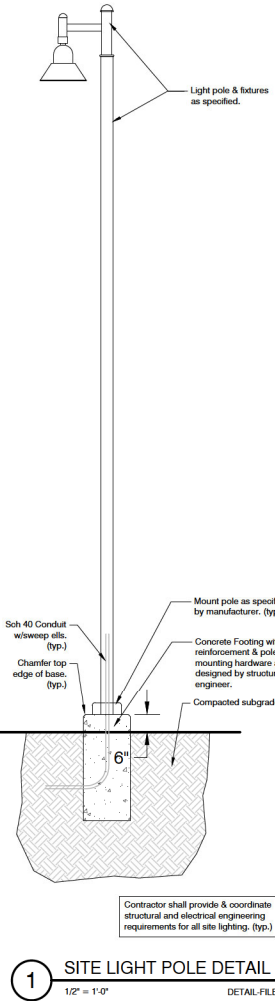
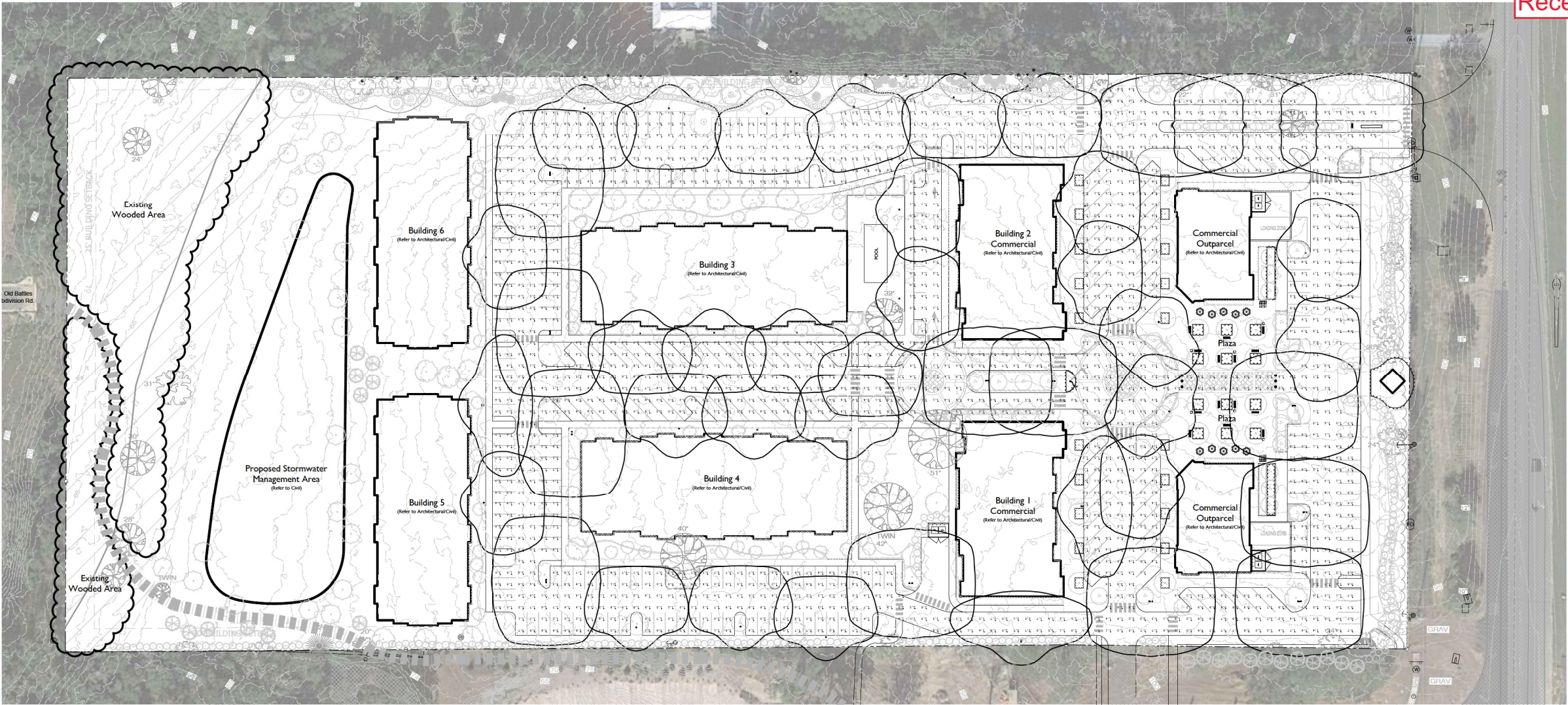
JADE CONSULTING, LLC



Paul Marcinko, PE
Project Manager

Enclosure
PM\mp

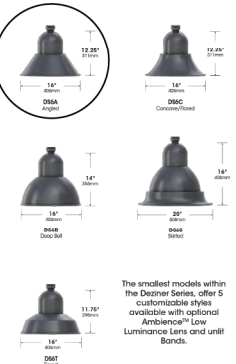




AREA & ROADWAY LIGHTING



Features
The NEW Deziner Series is a flexible, configurable pedestal scale decorative pendant luminaire with an 8.7" diameter upper housing of 1/2" thick formed aluminum with a large assortment of aluminum shades and ornamental options. Each lower housing is composed of a 0.080" thick spun aluminum reflector with an integrated LED module seat, thermal management for long LED life and a thermally isolated solid state power supply chamber. Tubular 1" ball coupling.



The smallest models within the Deziner Series, offer 5 customizable styles available with optional Ambiance™ Low Luminescence Lens and unit Bands.

LED Emitters
High Power White LED's are driven between 350mA and 875mA for a maximum output of 2.5 Watts nominal. LED's are available in standard Warm White (2700K & 3000K), Neutral White (4000K), or Cool White (5000K). All Standard LED's have a minimum of 70,000 hour life expectancy for other LED options, Lumen Maintenance of 93 at 100,000 hours (LM-79) calculated as per IESNA TM-30-15.

True Amber LED's 1000-hour Amber LED's emit light in the amber spectral bandwidth centered on 585-590nm. True Amber has negligible blue light and is suitable for wildlife.

LED Driver
Constant current electronic with a power factor of > 90 and a minimum operating temperature of -40°F to 140°F. Designed to be used in wet and dry locations and mounted directly against the Electrical Housing to facilitate thermal transfer, held away from the mounting to facilitate easy removal. In-line terminal blocks facilitate wiring between the driver and optical array. Drivers accept an input of 120-277V (UNF, 50/60Hz) or 24V & 48V, 50/60Hz. 0-10V dimmable driver is standard. Driver has a minimum of 25V internal surge protection. Luminaire supplied with 20kV surge protector for field accessible installation.

Finish
Super TGIC polyester powder coating is applied onto a metal substrate that has been pretreated with a four-stage process for maximum adhesion and color retention. The top coat is baked at 400° F for maximum hardness and exterior durability.

U.S. Pole Company Inc. 160 West Main Street, Suite 100, Fairhope, AL 36533
P: (850) 233-2000 F: (850) 233-2001 www.uspole.com

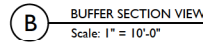
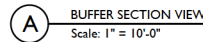
DEZINER SERIES 6 - PLED SMALL

ORDERING INFORMATION			Spec/Order Example: 2200CA/AL/ASY/24LED-700mA/3500K/UNF/CA/AL/RS4/80101/CF			
Luminaire	Shade	Options	# of LEDs	Drive Current	Color Temp - CCT	Voltage
Luminaire	Shade	Optics	LED		Voltage	
		PLED ¹ Distribution Type	# of LEDs	Drive Current	Color Temp - CCT	
☐ D6	Angled	A PLED-H 	☐ 360D 27K (7000K)	☐ 875mA	☐ 27K (7000K)	☐ 18V (120/277V)
	Angled w/ reflector	AB PLED-R 	☐ 202D 700mA	☐ 300mA	☐ 3000K	☐ 347
	Concealed/Recessed	C PLED-C 	☐ 320MA 825mA	☐ 300mA	☐ 480V (2000K)	☐ 480
	Concealed/Recessed w/ reflector	CB PLED-RC 	☐ 300MA	☐ 300mA	☐ 3000K	☐ 18V
	Deep Bell	D PLED-D 			☐ 18V Two Arm*	
	Deep Bell w/ reflector	DB PLED-DB 				
	Acoustic	H PLED-HS 				
	Acoustic w/ reflector	HS PLED-HS-R 				
	Recessed	S Anti-Glare/Beam Splitter AL-ASY 				
	Recessed w/ reflector	RS AL-ASY-RS				
	Recessed	T AL-ASY-TS				
	Recessed w/ reflector	TS AL-ASY-TS				

NOTE:
1. Offered for products with PLED, products with PLED only.
2. Only applicable to 2200CA/AL/ASY/24LED-700mA/3500K/UNF/CA/AL/RS4/80101/CF.
3. Deep Bell products only.



APPROVED NURSERIES:
1. GREEN FOREST NURSERY
2. FLOWERWOOD NURSERY
3. CHERRY LAKE NURSERY
Other nurseries may be approved at the discretion of the landscape architect.



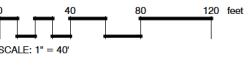


CONCEPT PLANT SCHEDULE

- FRONTAGE TREES**
Golden Globe Maidenhair Tree
Eastern Redcedar
Live Oak
Bosque® Lacebark Elm
- BOULEVARD TREES**
Moon Glow Sweet Bay
London Plane Tree
Live Oak
Bosque® Lacebark Elm
- PARKING LOT OVERSTORY TREES**
Slender Silhouette Sweet Gum
Moon Glow Sweet Bay
Southern Red Oak
Southern Live Oak
Bosque® Lacebark Elm
- PARKING LOT UNDERSTORY TREES**
Eagleston Holly
Muskogee Grape Myrtle
Tonto Grape Myrtle
- PLAZA TREES**
Lavender Grape Myrtle Single Trunk
Slender Silhouette Sweet Gum
London Plane Tree
Bosque® Lacebark Elm
- BUILDING AREA TREES**
Golden Globe Maidenhair Tree
Eagleston Holly
Moon Glow Sweet Bay
Southern Red Oak
Live Oak
- STORMWATER POND TREES**
Moon Glow Sweet Bay
Wildfire Black Gum
Bald Cypress
- LARGE EVERGREEN SCREENING TREES**
Eastern Redcedar
Miss Chloé Magnolia
Southern Live Oak
- COMMON PARK FLOWERING TREES**
TF Kathy Ann Yaupon Holly
Eagleston Holly
Muskogee Grape Myrtle
Shoal Creek Vitex
- EVERGREEN PERIMETER SCREENING SHRUBS**
Curly Leaf Ligustrum
Wax Myrtle
Variegated Pittosporum
Japanese Yew
Sweet Viburnum
- BUILDING SHRUB AREAS**
Plant material in these areas would match the design theme of the architecture, i.e. Coastal, Village, etc. for foundation plantings around buildings.
- COMMON PARK SHRUB AREAS**
Plantings in these areas would define open park like green spaces for gathering, events, & relaxation. Plants would be themed with style of architecture.
- PLAZA PLANTING AREAS**
- TREE WELL PLANTINGS**
- LAWN AREA**

CONCEPTUAL LANDSCAPE PLAN
LEGENDS AT POINT CLEAR

U.S. Hwy 98
Fairhope, AL



Espalier, LLC
P.O. Box 1247
Fairhope, Alabama 36533
P: 251.454.3500
espalierdesign.com
3/22/24 8/3/24
6/7/24 10/2/24
7/17/24

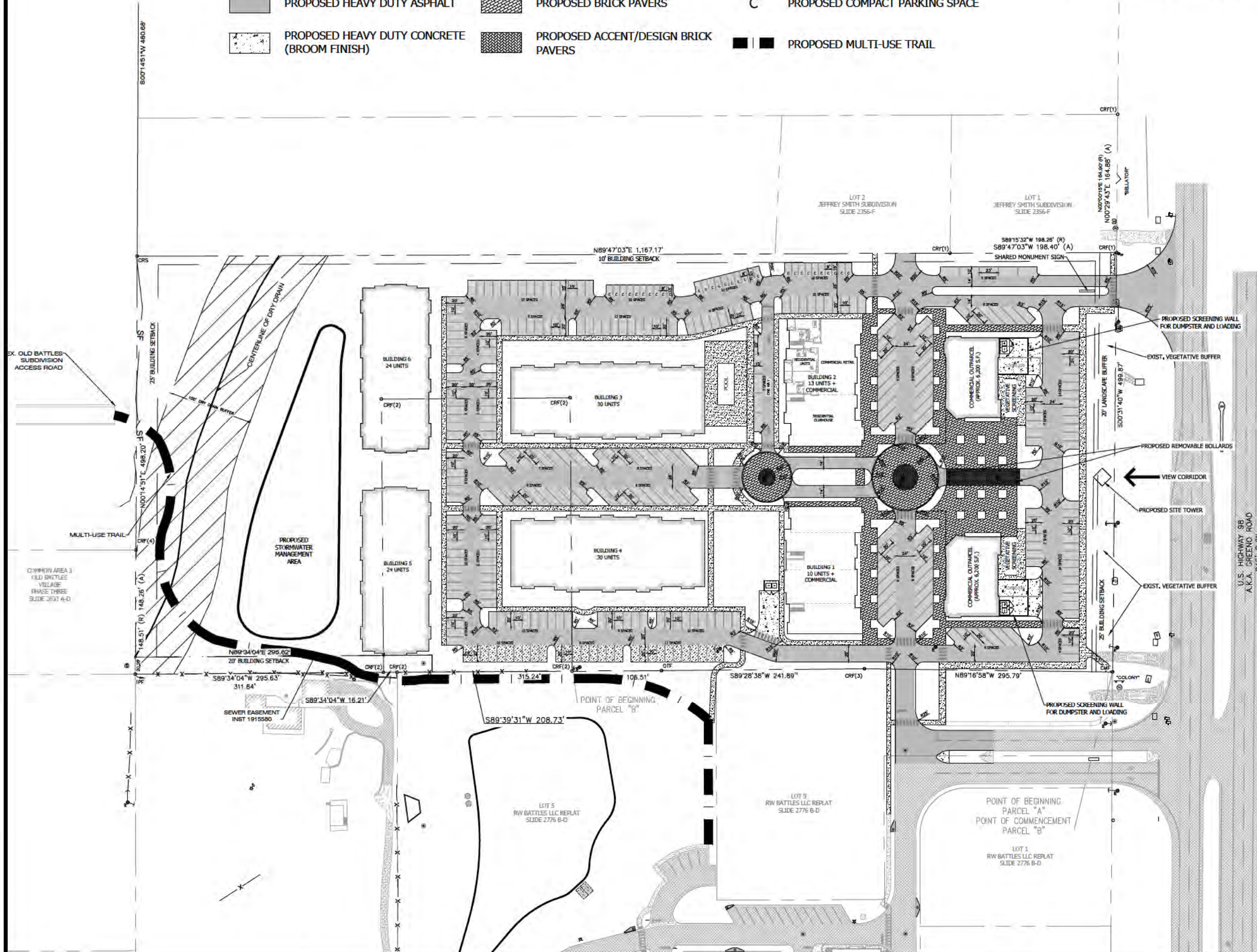
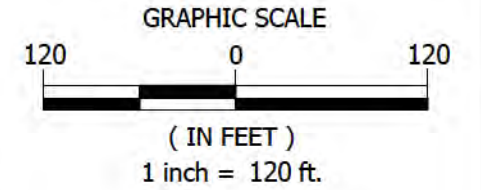
LEGEND

	PROPOSED LIGHT DUTY ASPHALT PAVEMENT		PROPOSED LIGHT DUTY CONCRETE (BROOM FINISH)		PROPOSED PERVIOUS PARKING
	PROPOSED HEAVY DUTY ASPHALT		PROPOSED BRICK PAVERS	C	PROPOSED COMPACT PARKING SPACE
	PROPOSED HEAVY DUTY CONCRETE (BROOM FINISH)		PROPOSED ACCENT/DESIGN BRICK PAVERS		PROPOSED MULTI-USE TRAIL



JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS
208 Greeno Road N., Ste. C Fairhope, Alabama 36532
P.O. Box 1929 Fairhope, Alabama 36533
Phone: (251) 928-3443 Fax: (251) 928-3665
jadengineers.com

DATE: 07/17/2024



SITE DATA TABLE

STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE		
TAX PARCEL ID:	05-46-09-29-0-000-068.000 05-46-09-29-0-000-068.001	
PARCEL SIZE:	13.27 AC	
EXISTING ZONING:	GENERAL BUSINESS (B-2)	
PROPOSED ZONING:	PLANNED UNIT DEVELOPMENT (PUD)	
PUD ACREAGE:	13.27 AC	
BUILDING SETBACKS:		
FRONT:	25'	
SIDE & STREET SIDE:	0' OR 20' WHEN ABUTTING RESIDENTIAL	
REAR:	25'	
BUILDING AREA & DIMENSIONAL REQUIREMENTS:		
BUILDING HEIGHT:	MAX. 48' TO RIDGE OF ROOF (31' TO EAVE)	
MULTI-FAMILY HOUSING:	131 TOTAL UNITS	
NET DENSITY:	131 UNITS / 13.27 AC = 9.87 UNITS/AC	
MIXED-USE COMMERCIAL:	22,000 SF	
COMMERCIAL OUTPARCEL:	12,400 SF	
PARKING STANDARDS:		
	REQUIRED:	PROVIDED:
MULTI-FAMILY PARKING:	1 SPACES PER UNIT 131 UNITS = 131 SPACES	131 SPACES
(22,000 SF) MIXED USE COMMERCIAL PARKING:	0-400 SF GFA = 4 SPACES + 400-5000 SF GFA = 1 SPACE/400 SF + OVER 5000 SF = 1 SPACE/200 SF	400 SF GFA = 4 SPACES + 4600 SF/400 SF = 11.5 SPACES + 17000 SF/200 SF = 85 SPACES 100.5 = 101 SPACES
(12,400 SF) COMMERCIAL OUTPARCEL PARKING:	0-400 SF GFA = 4 SPACES + 400-5000 SF GFA = 1 SPACE/400 SF + OVER 5000 SF = 1 SPACE/200 SF	400 SF GFA = 4 SPACES + 4600 SF/400 SF = 11.5 SPACES + 7400 SF/200 SF = 37 SPACES 52.5 = 53 SPACES
TOTAL PARKING REQUIRED:	285 SPACES	
NO USE SHALL PROVIDE MORE THAN 20% MORE THAN THE PARKING REQUIRED BY TABLE 4-3 285 * 1.2 = 342 SPACES		
TOTAL PARKING PROVIDED:	330 SPACES	
SIDEWALK, PARKING SPACE, AND STREET REQUIREMENTS:		
SIDEWALK WIDTH:	MIN. 5' WIDTH	
PARKING SPACES:	10'x20'	
COMPACT PARKING SPACES:	8'x15'	
DRIVE AISLE:	20' MIN - 26' (FOR 3 STORY STRUCTURE)	

CONCEPTUAL SITE PLAN
LEGENDS AT POINT CLEAR
PLANNED UNIT DEVELOPMENT
US HIGHWAY 98
FAIRHOPE, AL

ZONING DIMENSIONS TABLE

LOT/STRUCTURE REQUIREMENTS	B-2 REQUIREMENTS	PUD REQUIREMENTS	PROPOSED PUD
MIN. LOT AREA/ALLOWED RESIDENTIAL UNITS PER ACRE	NONE/ -	3 AC	131/13.27= 9.87 UNITS/ACRE
MIN. LOT WIDTH	NONE	-	NONE
MIN. FRONT SETBACK	20'	-	25'
MIN. REAR SETBACK	0' OR 20' WHEN ABUTTING RESIDENTIAL	-	25'
MIN. SIDE SETBACK	0' OR 10' WHEN ABUTTING RESIDENTIAL	-	0' OR 20' WHEN ABUTTING RESIDENTIAL
MIN. STREET SIDE SETBACK	0'	-	NONE
MAX. TOTAL LOT COVERAGE BY ALL STRUCTURES	N/A	-	N/A
MAX. BUILDING HEIGHT	35'	-	3-STORY STRUCTURE MAX 48' TO RIDGE OF ROOF (31' TO EAVE HEIGHT)

*WHERE A LOT ABUTS RESIDENTIAL PROPERTY TO THE REAR, THE REAR SETBACK SHALL BE 20'

*A BUILDING LOCATED IN ANY COMMERCIAL ZONE MAY HAVE A HEIGHT OF 35' IF IT CONTAINS BOTH RESIDENTIAL AND COMMERCIAL SPACE. THE RESIDENTIAL USE MUST MAKE UP AT LEAST 33% OF THE TOTAL AREA OF THE BUILDING AND BE LOCATED ON THE SECOND AND/OR THIRD FLOOR AND RETAIL OR OFFICE SPACE MUST BE LOCATED ON GROUND AND/OR SECOND FLOOR (SEE SITE PLAN REVIEW ARTICLE II, SECTION C, SUB-SECTION 2 - SITE PLAN, FOR APPROVAL PROCEDURES)

SITE DATA TABLE

STATE OF ALABAMA COUNTY OF BALDWIN CITY OF FAIRHOPE		
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PUD ACREAGE:	13.27 AC	
<u>BUILDING SETBACKS:</u>		
FRONT:	25'	
SIDE & STREET SIDE:	0' OR 20' WHEN ABUTTING RESIDENTIAL	
REAR:	25'	
<u>BUILDING AREA & DIMENSIONAL REQUIREMENTS:</u>		
BUILDING HEIGHT:	MAX. 48' TO RIDGE OF ROOF (31' TO EAVE)	
MULTI-FAMILY HOUSING:	131 TOTAL UNITS	
NET DENSITY:	131 UNITS / 13.27 AC = 9.87 UNITS/AC	
MIXED-USE COMMERCIAL:	22,000 SF	
COMMERCIAL OUTPARCEL:	12,400 SF	
<u>PARKING STANDARDS:</u>		
	REQUIRED:	PROVIDED:
MIXED USE PARKING:	1 SPACES PER UNIT 131 UNITS = 131 SPACES	131 SPACES
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COMPACT PARKING SPACES:	8'x15'	
DRIVE AISLE:	20' MIN - 26' (FOR 3 STORY STRUCTURE)	

PROVIDED PARKING BREAKDOWN TABLE

	PARKING REQUIRED	PARKING PROVIDED
MIXED USE HOUSING:	1 SPACE PER UNIT 1X131=131 SPACES	131 SPACES
(22,000 S.F.) MIXED-USE COMMERCIAL:	101 SPACES	101 SPACES
(12,400 S.F.) COMMERCIAL OUTPARCELS:	53 SPACES	53 SPACES
COMPACT PARKING SPACES	85 SPACES	30 SPACES
PERVIOUS PARKING SPACES	45 SPACES	29 SPACES
TOTAL PARKING SPACES	285 SPACES	330 SPACES*

ALLOWABLE COMMERCIAL USES:

ALL ALLOWABLE USES LISTED FOR B-2 IN THE CITY OF FAIRHOPE ZONING ORDINANCE ARTICLE III SECTION A TABLE 3-1 EXCEPT THE USES LISTED BELOW.

- CONVENIENCE STORE
- AUTOMOBILE SERVICE STATION
- OUTDOOR SALES LIMITED
- OUTDOOR SALES LOT
- GARDEN CENTER
- DAY CARE
- AUTOMOBILE REPAIR
- RECREATIONAL VEHICLE PARK
- KENNEL OR ANIMAL HOSPITAL
- LIMITED MANUFACTURING
- NO USES WITH A DRIVE THROUGH

*MAX PARKING ALLOWED =
285 x 20% = 342 SPACES

COMPARATIVE ZONING TABLE
LEGENDS AT POINT CLEAR
PLANNED UNIT DEVELOPMENT
US HIGHWAY 98
FAIRHOPE, ALABAMA

Application For:

PUD Rezoning Request

For

Legends at Point Clear

A Planned Unit Development

August 20, 2024

Applicant:

SCorUSA, LLC
PO Box 1609
Phenix City, AL 36868

Prepared by:



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

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List of Appendices

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Appendix B	Warranty Deed
	A. Owner Authorization
	B. Articles of Incorporation
Appendix C	List of Adjacent Property Owner
	1. Map
Appendix D	EcoSolutions Stream Assessment Letter
Appendix E	
	1. Zoning Table
	2. Vicinity Map & Underlying Zoning
	3. Tree Survey
	4. Boundary Survey
	5. Conceptual Site Plan
	6. Conceptual Greenspace Plan
	7. Architectural Building Elevation, Floor Plan & Rendering
	8. Conceptual Site Lighting Plan
	9. Conceptual Landscape Plan

Project Team and Contact Information

Developer/Owner: 	SCorUSA PO Box 1609 Phenix City, AL 36868 (706) 445-9103 Dan Nibblett dan@scorusa.com
Civil Engineer: 	JADE Consulting, LLC 208 N. Greeno Rd., Ste. C Fairhope, AL 36532 (251) 928-3443 Perry C. "Trey" Jinright III, P.E., LEED AP Paul Marcinko, P.E. tjinright@jadengineers.com pmarcinko@jadengineers.com Sherry Ruth, Project Coordinator sruth@jadengineers.com
Surveyor: 	Wattier Surveying, Inc. 4321 Downtowner Loop North, Suite 201 Mobile, AL 36609 (251) 342-2640 Mark A. Wattier, PLS wattiermark@gmail.com
Landscape Architect. 	Espalier Landscape Architecture 218 N. 8390 Gayfer Rd Ext Fairhope, AL 36532 (251) 454-3500 Joe Comer IV, ASLA joe@espalierdesign.com
Architect. 	Walcott Adams Verneuille Architects 1 S School St Fairhope, AL 36532 (251) 928-6041 Melissa Note melissa@wavarchitects.com

Tax Parcel ID

05-46-09-29-0-000-068.000

05-46-09-29-0-000-068.001

Project Narrative

The proposed project is located on two parcels that total 13.27 acres. The property is within City of Fairhope limits and is currently zoned B-2 is a mixed-use development consisting of 131 residential units, 22,500 SF of commercial units, and future commercial outparcels as shown on the PUD concept plan. The intent of this project is to utilize a single access to Highway 98 and connection to the interlocal driveway to the Publix anchored shopping center development to the South. This project will utilize water and sewer which are immediately adjacent to the site.

Full Design for this development shall be completed during the City of Fairhope typical MOP and site plan approval process.

Architectural Narrative

The concept is based on self-contained, walkable communities, surrounded by green belts, and a careful balance of residential, commercial and natural landscapes.

In keeping with similar planned communities, the architectural style should be relevant to the area and cohesive throughout the village. Given the village concept and its proximity to other local architecture in the area the proposed design style is Craftsman in nature. A Craftsman-style building emphasizes the use of natural materials and hand-worked goods. This architectural style, developed in the early 20th century, relies on well-constructed architecture highlighted with decorative details. It lends itself well to a natural surroundings and green spaces

Buildings include natural materials like brick, stone, lap siding and shingle siding. Shingle roofs and multi-pane windows are consistent with this style; as are brackets, ironwork, exposed rafter tails and quality in design. Colors are typically earth-toned and muted with wood, brick, or stone accents.

The mixed use and commercial buildings form the pedestrian-oriented core of the Village where “transparent” street-front buildings with a first-level storefront design create an active streetscape environment supporting the Village character. These buildings are designed to create a pleasant neighborhood center with an eclectic mix of small businesses, small scale, pedestrian nature, and a blend of outdoor to indoor integrated into the topography and natural landscapes.

The commercial outparcel design guidelines will reflect the style and pedestrian oriented core of the Village. Including “transparent” street-front buildings with a storefront design and an active streetscape. These buildings will be one story and should engage the outdoor and public spaces. Restaurants should provide outdoor seating and site walls of similar materials should be used to continue the facade and enclose the spaces. Buildings are to be designed to create a pleasant neighborhood center with an eclectic mix of small businesses, small scale, pedestrian nature, and a blend of outdoor to indoor integrated into the topography and natural landscapes. Flat roof buildings may be allowed upon approval provided the design is in keeping with the architectural style of the village and the roof area is limited in area. The size and shape of these buildings may vary, elevations shown within this package are conceptual and intended as a design guide.

This effort represents a significant investment in materials, building character, drives and parking, sidewalk improvements, decorative street lighting and other streetscape beautification projects.

Appendix A PUD Zoning Application
1. Legal Description

Appendix B Warranty Deed
1. Owner AuthorizationArticles of Incorporation

Appendix C List of Property Owner Withing 300' and map

Appendix D EcoSolutions Stream Assessment Letter

- Appendix E 11 x 17:
1. Zoning Table
 2. Vicinity Map & Underlying Zoning
 3. Tree Survey
 4. Boundary Survey
 5. Conceptual Site Plan
 6. Conceptual Greenspace Plan
 7. Architectural Building Elevation, Floor Plan
& Rendering
 8. Conceptual Site Lighting Plan
 9. Conceptual Landscape Plan



August 14, 2024

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

RE: Legends at Point Clear
JADE No.: SCorUSA-22-1805
Application No. ZC 24.02

Dear Planning:

We respectfully submit on behalf of our client our response to comments dated August 9, 2024. Enclosed are revised plans referenced in our responses. Listed below in bold italic are our responses to the review comments:

1. Revise greenspace plan to accurately reflect the amount of greenspace provided.

Response: Conceptual Greenspace plan has been revised. The final site plan that will correspond with the construction documents will include a final green space plan that will meet the City's minimum standards

2. Consider grease traps at the multi-use areas.

Response: Grease traps will be included for all multi-use buildings (Eastern-most buildings) but are not shown on this conceptual level.

3. Per the utilities the 4 back buildings will be required to be on one master meter.

- a. Due to the elevations and heights of buildings booster pumps will be required.

Response: Understood. Our team is working internally and will work with utilities to ensure proper pressures at time of full construction document design.

- b. Additional utility meetings will be required.

Response: Understood.

4. The entrance road needs to be a ROW and easements supplied for access and utilities.

- a. A type of master development agreement needs to be agreed upon to clearly define expectations on both the developer's side and City's side.

Response: Noted. Our team will work with City staff to ensure a development agreement is implemented before final approval. We would request the city to provide examples that we can review during our design phase. Easements shall be provided, as required, on our design plans and the proposed Public ROW will be shown on the site plans once full design is completed.

5. Provide a section detail of the multi-use trail. A boardwalk was mentioned in the meeting.

Response: *An example of the proposed multi- use board walk has been provided. The final design included all required structural details to ensure the structure meets all applicable building code will be provided during site plan approval.*

6. Provide profile sections to show height.

Response: *Diagrammatic site section provided.*

7. Required upgrades to lift station on Old Battles Road is likely. TBD by the Sewer Department.

Response: *Noted. We look forward to working with city utility staff for more information about these requirements.*

Respectfully,

JADE CONSULTING, LLC

Paul Marcinko

Paul Marcinko
Project Manager

Enclosure
PM\mp











LEGENDS VILLAGE STYLE GUIDE

The concept is based on self-contained, walkable communities, surrounded by green belts, and a careful balance of residential, commercial and natural landscapes.

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Outparcel design guidelines will reflect the style and pedestrian oriented core of the Village. Including "transparent" street-front buildings with a storefront design and an active streetscape. These buildings will be one story and should engage the outdoor and public spaces. Restaurants should provide outdoor seating and site walls of similar materials should be used to continue the facade and enclose the spaces. Buildings are to be designed to create a pleasant neighborhood center with an eclectic mix of small businesses, small scale, pedestrian nature, and a blend of outdoor to indoor integrated into the topography and natural landscapes. Flat roof buildings may be allowed upon approval provided the design is in keeping with the architectural style of the village and the roof area is limited in area.

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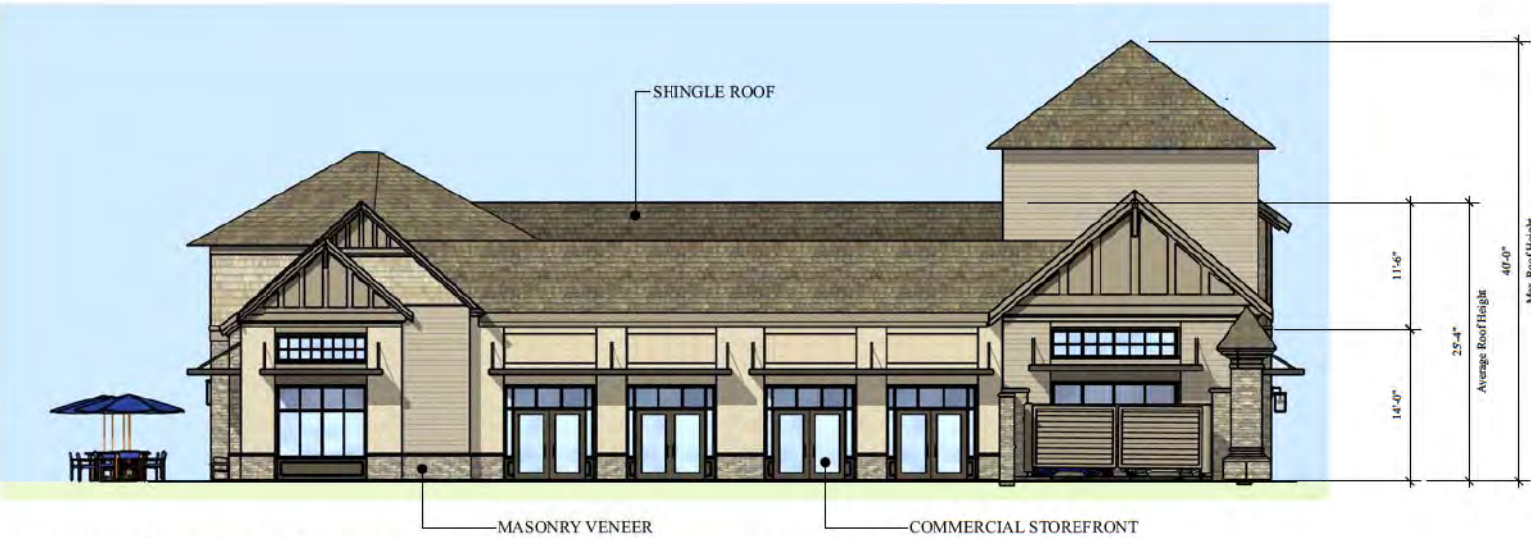
OUTPARCEL BUILDING Concept Elevation West - 1 STORY COMMERCIAL USE

Commercial
Scale: 1/8" = 1'-0"



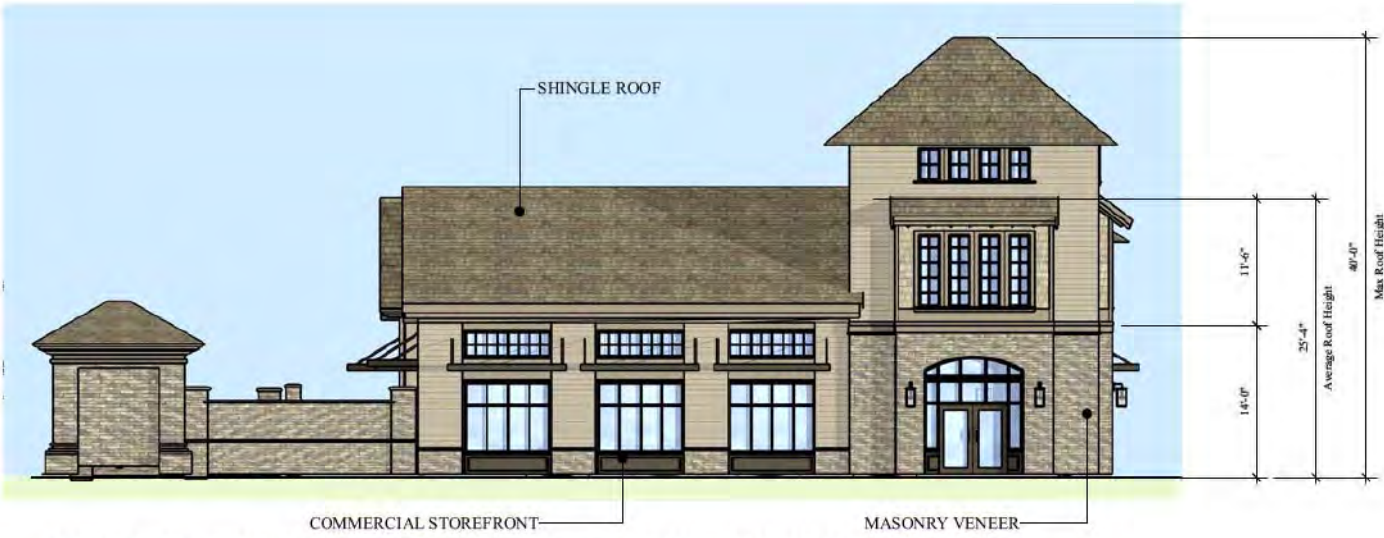
OUTPARCEL BUILDING Concept Elevation South - 1 STORY COMMERCIAL USE

Commercial
Scale: 1/8" = 1'-0"



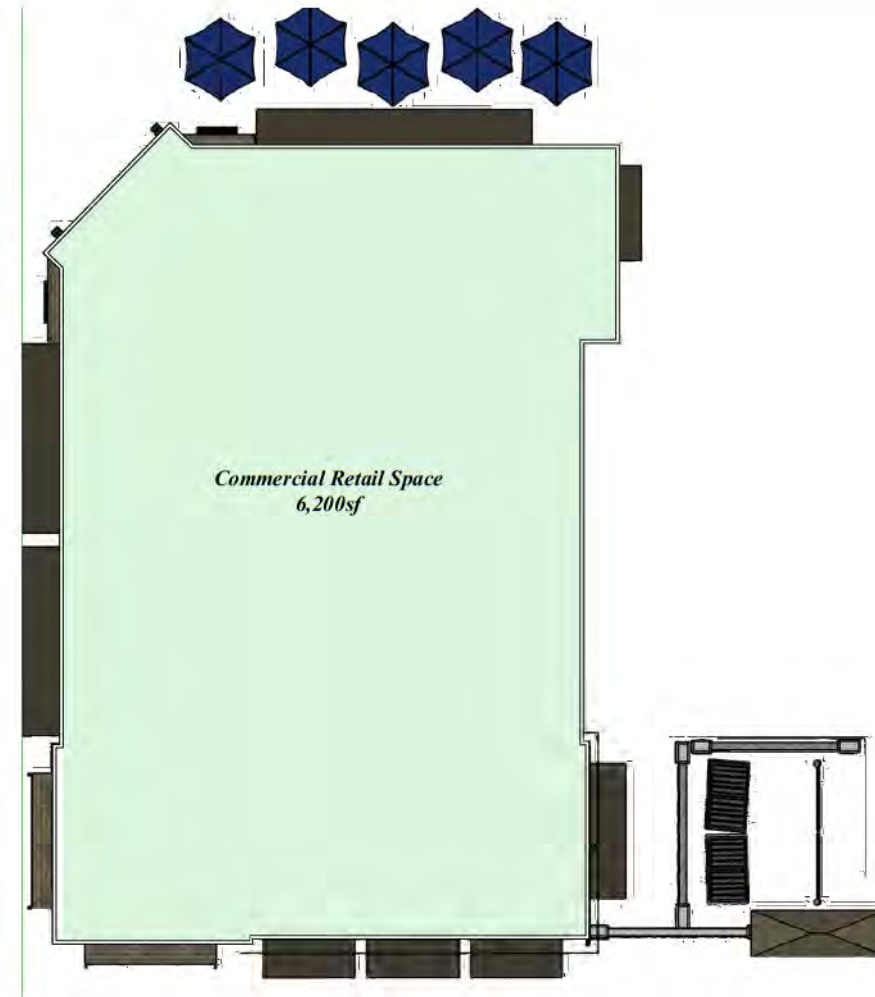
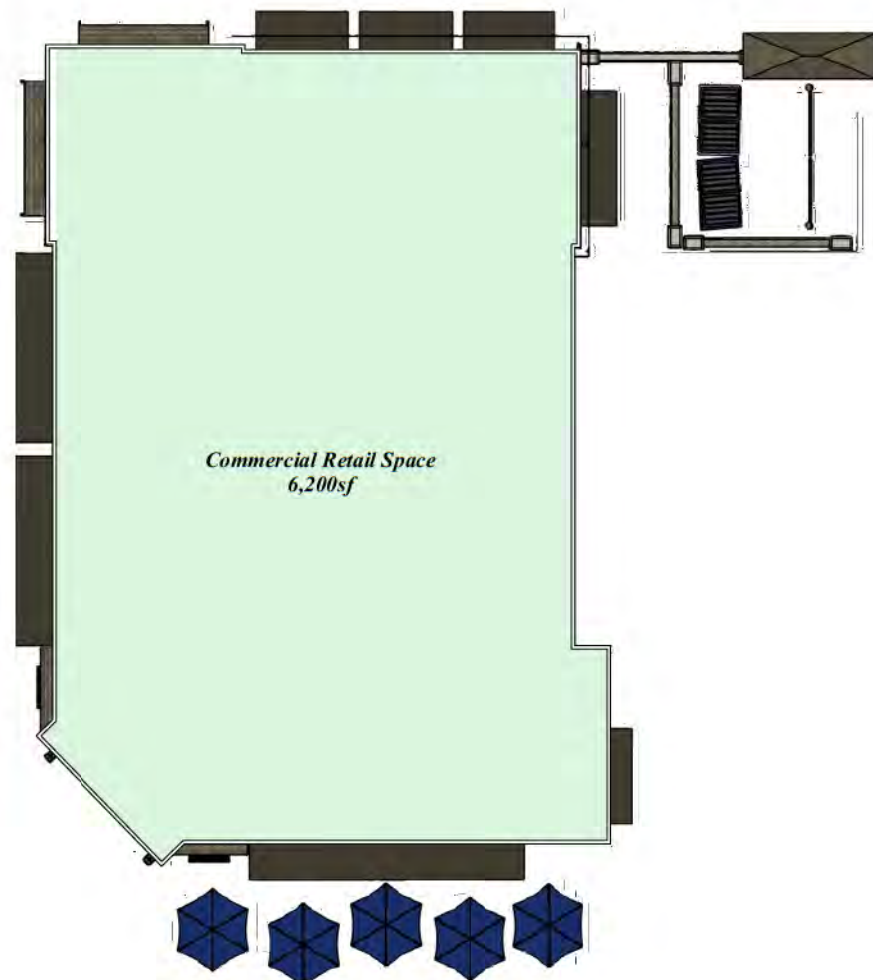
OUTPARCEL BUILDING Concept Elevation East - 1 STORY COMMERCIAL USE

Commercial
Scale: 1/8" = 1'-0"



OUTPARCEL BUILDING Concept Elevation North - 1 STORY COMMERCIAL USE

Commercial
Scale: 1/8" = 1'-0"



OUTPARCEL BUILDING 1 & 2 - 1 STORY COMMERCIAL RETAIL
 6,200 SF Commercial
 Scale: 3/32" = 1'-0"

LEGENDS VILLAGE STYLE GUIDE

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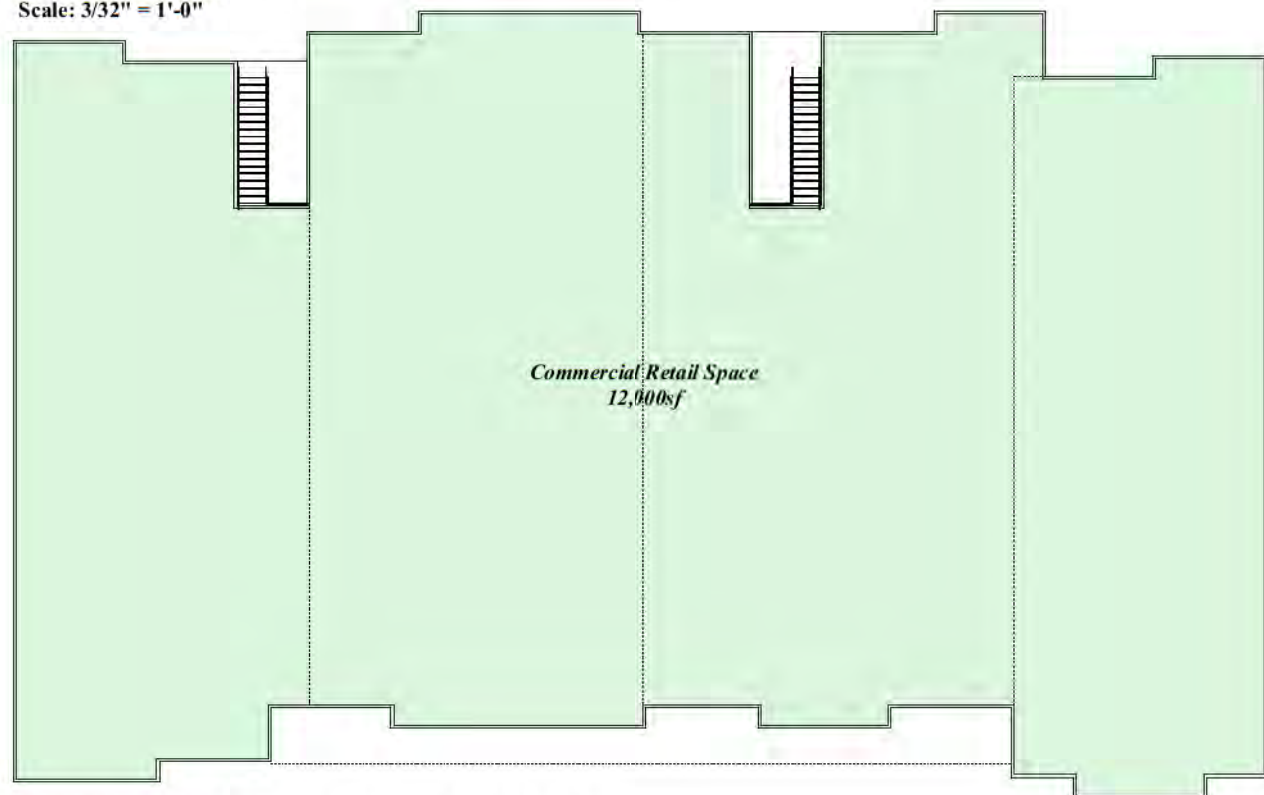


BUILDING 1 & 2 Concept Elevation - 2 STORY MIXED USE
Residential Units/Commercial
Scale: 3/32" = 1'-0"



BUILDING 1 SECOND FLOOR - 2 STORY MIXED USE

13 Residential Units/5,157 SF Clubhouse
4,179 SF Commercial
Scale: 3/32" = 1'-0"



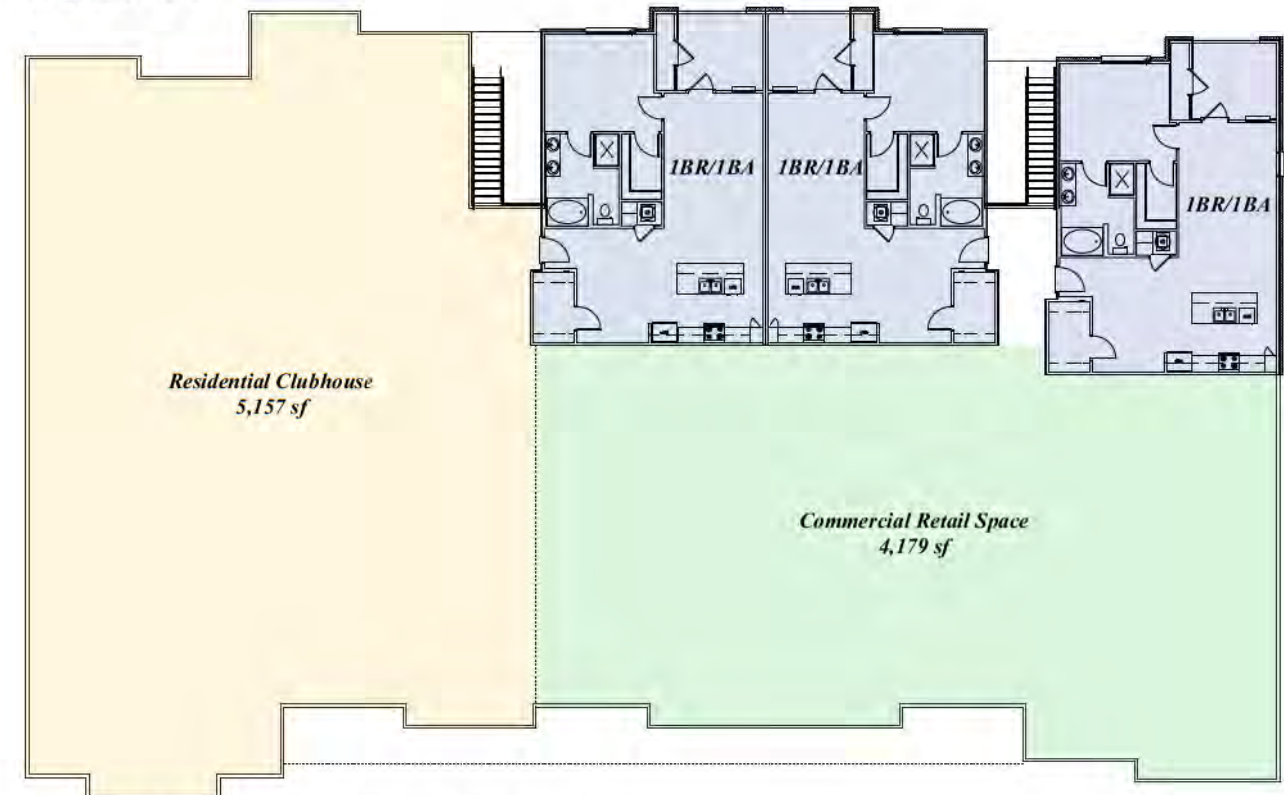
BUILDING 1 FIRST FLOOR - 2 STORY MIXED USE

10 Residential Units/12,680 SF Commercial
Scale: 3/32" = 1'-0"



BUILDING 2 SECOND FLOOR - 2 STORY MIXED USE

10 Residential Units/12,680 SF Commercial
Scale: 3/32" = 1'-0"



BUILDING 2 FIRST FLOOR - 2 STORY MIXED USE

13 Residential Units/5,157 SF Clubhouse
4,179 SF Commercial
Scale: 3/32" = 1'-0"

LEGENDS VILLAGE STYLE GUIDE

The concept is based on a self-contained, walkable community, surrounded by green belts, and a careful balance of residential, commercial and natural landscapes.

In keeping with similar planned communities, the architectural style should be relevant to the area and cohesive throughout the village. Given the village concept and its proximity to other local architecture in the area the proposed design style is Craftsman in nature. A Craftsman-style building emphasizes the use of natural materials and hand-worked goods. This architectural style, developed in the early 20th century, relies on well-constructed architecture highlighted with decorative details. It lends itself well to a natural surroundings and green spaces

Buildings include natural materials like brick, stone, lap siding and shingle siding. Shingle roofs and multi-pane windows are consistent with this style; as are brackets, ironwork, exposed rafter tails and quality in design. Colors are typically earth-toned and muted with wood, brick, or stone accents.

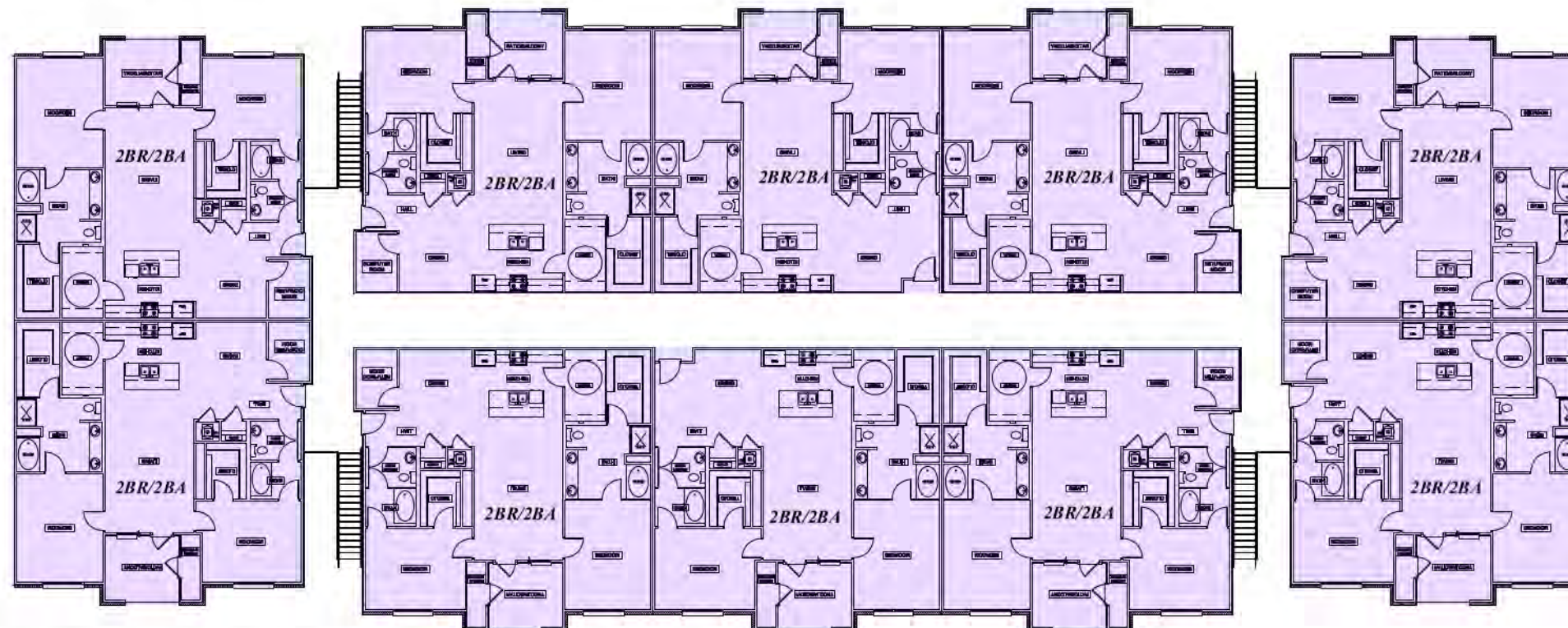
The residential buildings create neighborhood type frontages that require some transition from the streetscape area to the front building line, areas like lawns and parks create a more residential feel. These buildings are designed to create a feeling of home and community with common spaces and access to the village pedestrian paths and natural landscapes.

This effort represents a significant investment in materials, building character, green spaces and pedestrian access.





BUILDING 3 FLOOR PLAN - 3 STORY RESIDENTIAL
 30 Residential Units
 Scale: 3/32" = 1'-0"



BUILDING 4 FLOOR PLAN - 3 STORY RESIDENTIAL
 30 Residential Units
 Scale: 3/32" = 1'-0"

LEGENDS AT POINT CLEAR
 TOTAL Residential Units- 131 Units
 1BR/1BA- 19 Units (15%)
 2BR/2BA- 88 Units (67%)
 3BR/2BA- 24 Units (18%)

LEGENDS VILLAGE STYLE GUIDE

The concept is based on a self-contained, walkable community, surrounded by green belts, and a careful balance of residential, commercial and natural landscapes.

In keeping with similar planned communities, the architectural style should be relevant to the area and cohesive throughout the village. Given the village concept and its proximity to other local architecture in the area the proposed design style is Craftsman in nature. A Craftsman-style building emphasizes the use of natural materials and hand-worked goods. This architectural style, developed in the early 20th century, relies on well-constructed architecture highlighted with decorative details. It lends itself well to a natural surroundings and green spaces

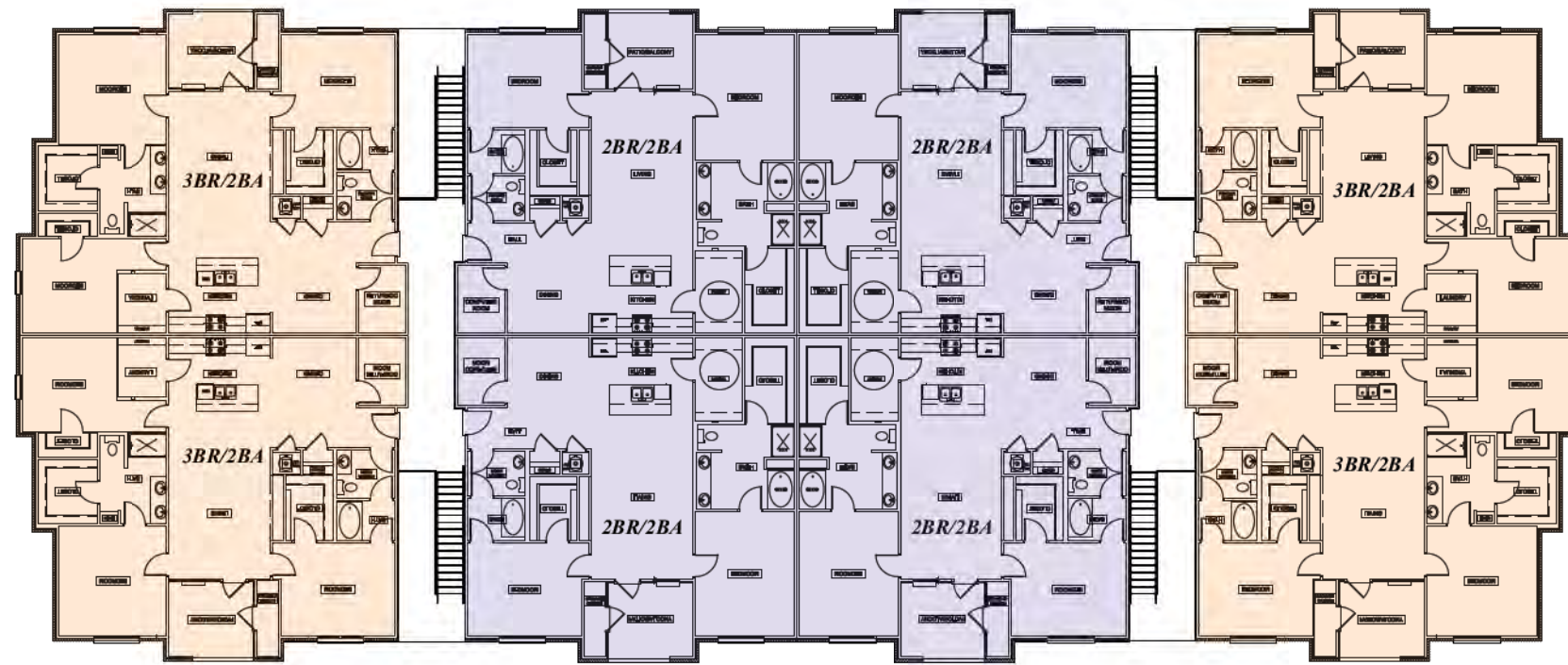
Buildings include natural materials like brick, stone, lap siding and shingle siding. Shingle roofs and multi-pane windows are consistent with this style; as are brackets, ironwork, exposed rafter tails and quality in design. Colors are typically earth-toned and muted with wood, brick, or stone accents.

The residential buildings create neighborhood type frontages that require some transition from the streetscape area to the front building line, areas like lawns and parks create a more residential feel. These buildings are designed to create a feeling of home and community with common spaces and access to the village pedestrian paths and natural landscapes.

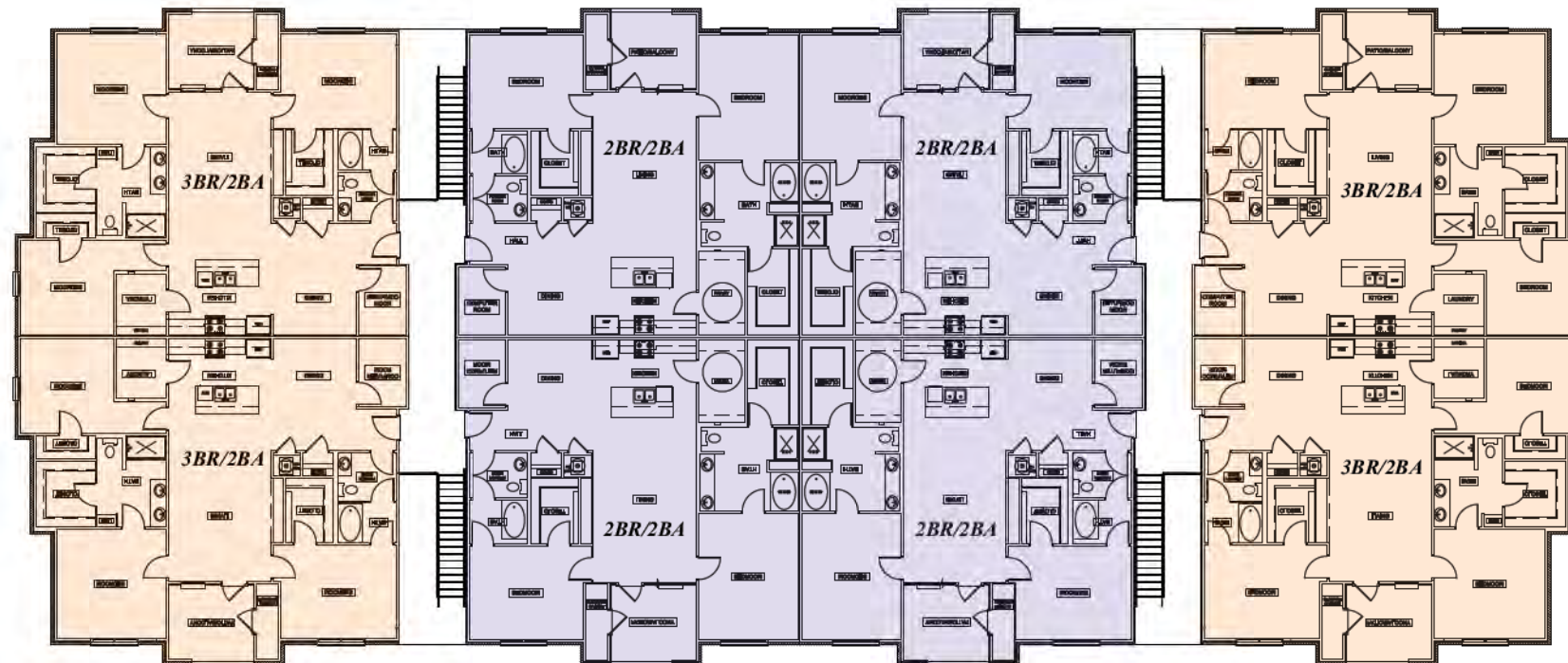
This effort represents a significant investment in materials, building character, green spaces and pedestrian access.



BUILDING 5 & 6 Concept Elevation - 3 Story Residential
Residential Units (24 Unit - 2 Bed & 3 Bed)
Scale: 1/8" = 1'-0"



BUILDING 5 FIRST FLOOR - 3 STORY RESIDENTIAL
 24 Residential Units
 Scale: 3/32" = 1'-0"



BUILDING 6 FIRST FLOOR - 3 STORY RESIDENTIAL
 24 Residential Units
 Scale: 3/32" = 1'-0"

LEGENDS AT POINT CLEAR
 TOTAL Residential Units- 131 Units
 1BR/1BA- 19 Units (15%)
 2BR/2BA- 88 Units (67%)
 3BR/2BA- 24 Units (18%)



SITE SECTION DIAGRAM
 Based on Existing Topography
 Scale: 1" = 40'-0"



CONCEPT PLANT SCHEDULE

- FRONTAGE TREES**
 - Golden Globe Maidenhair Tree
 - Eastern Redcedar
 - Live Oak
 - Bosque® Lacabark Elm
- BOULEVARD TREES**
 - Moonglow Sweet Bay
 - London Plane Tree
 - Live Oak
 - Bosque® Lacabark Elm
- PARKING LOT OVERSTORY TREES**
 - Slender Silhouette Sweet Gum
 - Moonglow Sweet Bay
 - Southern Red Oak
 - Southern Live Oak
 - Bosque® Lacabark Elm
- PARKING LOT UNDERSTORY TREES**
 - Eagleston Holly
 - Muskogee Grape Myrtle
 - Tonto Grape Myrtle
- PLAZA TREES**
 - Lavender Grape Myrtle Single Trunk
 - Slender Silhouette Sweet Gum
 - London Plane Tree
 - Bosque® Lacabark Elm
- BUILDING AREA TREES**
 - Golden Globe Maidenhair Tree
 - Eagleston Holly
 - Moonglow Sweet Bay
 - Southern Red Oak
 - Live Oak
- STORMWATER POND TREES**
 - Moonglow Sweet Bay
 - Wildfire Black Gum
 - Bald Cypress
- LARGE EVERGREEN SCREENING TREES**
 - Eastern Redcedar
 - Miss Chloé Magnolia
 - Southern Live Oak
- COMMON PARK FLOWERING TREES**
 - TF Kathy Ann Yaupon Holly
 - Eagleston Holly
 - Muskogee Grape Myrtle
 - Shoal Creek Vitex
- EVERGREEN PERIMETER SCREENING SHRUBS**
 - Curly Leaf Ligustrum
 - Wax Myrtle
 - Variegated Pittosporum
 - Japanese Yew
 - Sweet Viburnum
- BUILDING SHRUB AREAS**
 - Plant material in these areas would match the design theme of the architecture, i.e. Coastal, Village, etc. for foundation plantings around buildings.
- COMMON PARK SHRUB AREAS**
 - Plantings in these areas would define open park like green spaces for gathering, events, & relaxation. Plants would be themed with style of architecture.
- PLAZA PLANTING AREAS**
- TREE WELL PLANTINGS**
- LAWN AREA**

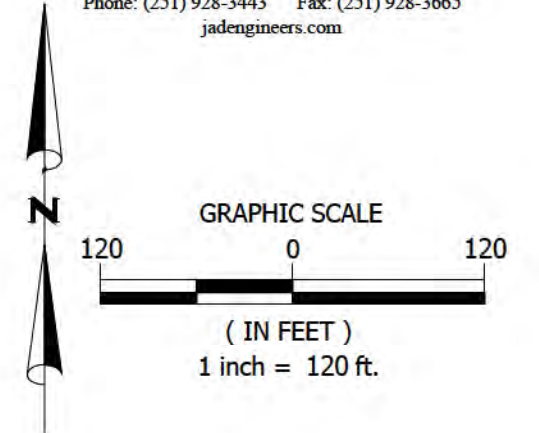
CONCEPTUAL LANDSCAPE PLAN
LEGENDS AT POINT CLEAR

U.S. Hwy 98
Fairhope, AL


ESPALIER
landscape architecture

0 40 80 120 feet
SCALE: 1" = 40'

Esparier, LLC
P.O. Box 1247
Fairhope, Alabama 36533
P: 251.454.3500
esparierdesign.com
3/22/24, 8/3/24
6/1/24
7/17/24



GREENSPACE TABLE		
TOTAL PARCEL SIZE:	13.27 AC	
TOTAL PROPOSED UNITS:	131 UNITS	
PROPOSED NET DENSITY:	9.8 UNITS / AC	
GREENSPACE STANDARDS (COF SUBDIVISION REGULATIONS ARTICLE V, SECTION C):		
	REQUIRED:	PROVIDED:
MULTIPLE OCCUPANCY PROJECT - RESIDENTIAL USE MORE THAN 6 UNITS / AC:	25% (3.32 AC)	25% (3.32 AC)

**GREEN SPACE LEGEND
COF ZONING ORDINANCE
ARTICLE IV.A. TABLE 4-1**

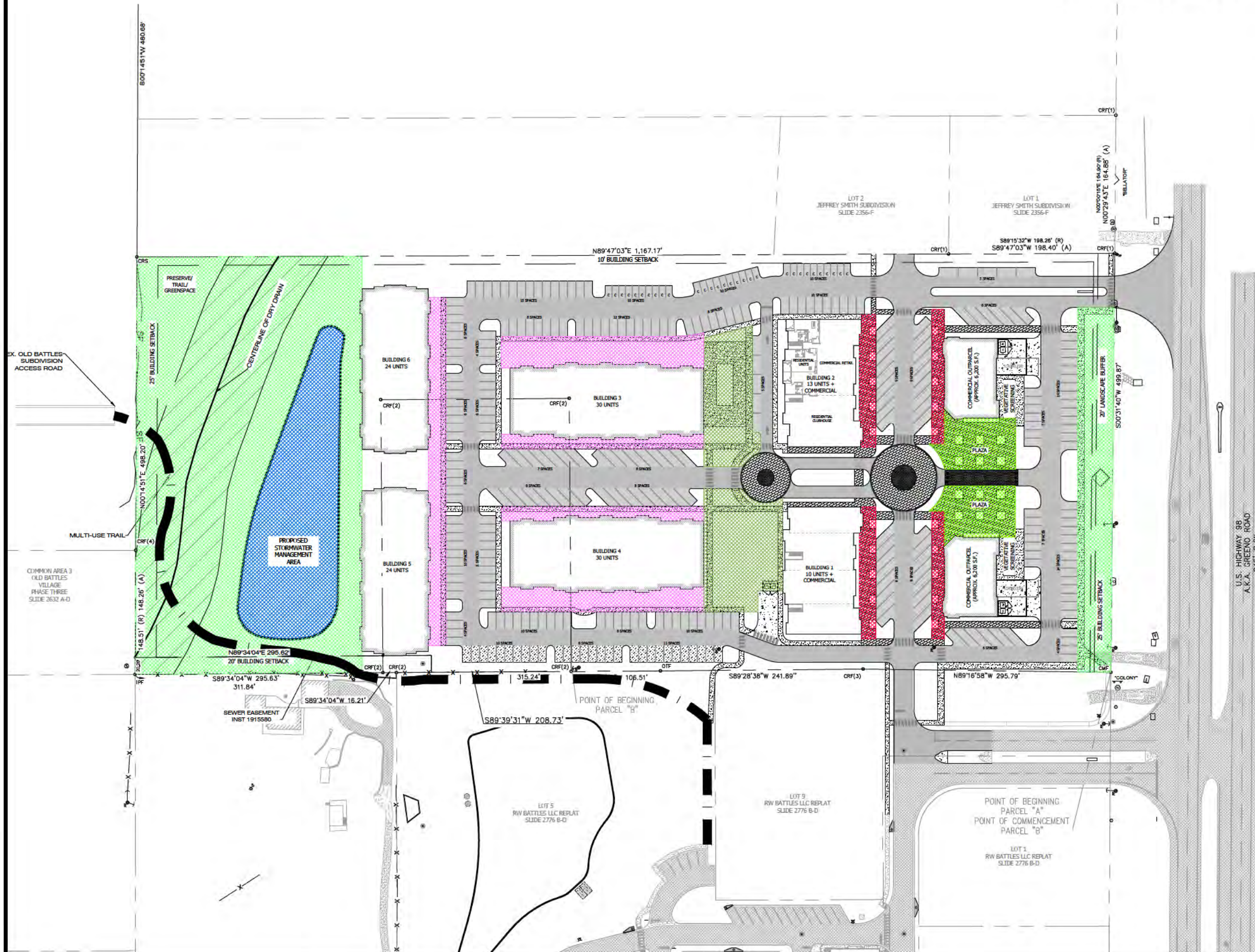
	PLAZA 0.15 AC
	COURTYARD 0.40 AC
	TRAIL/GREENWAY 2.62 AC
	WET POND CREDIT 0.15 AC (0.5AC x 0.30 = 0.15 AC)

TOTAL = 3.32 AC

**STREET FRONTAGE LEGEND
COF ZONING ORDINANCE ARTICLE IV.C.
TABLE 4-2**

	STOOP
	STREET-FRONT

**CONCEPTUAL GREENSPACE AND STREETScape PLAN
LEGENDS AT POINT CLEAR
PLANNED UNIT DEVELOPMENT
US HIGHWAY 98
FAIRHOPE, ALABAMA**









COMMON AREA 11
OLD BATTLES VILLAGE
PHASE THREE
SLIDE 2632 A-D

LEGAL DESCRIPTIONS

PARCEL "A"

STATE OF ALABAMA
COUNTY OF BALDWIN

A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF RW BATTLES LLC REPLAT, AS RECORDED ON SLIDE 2776 B-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°-16'-58" WEST ALONG THE NORTH LINE OF SAID RW BATTLES LLC REPLAT A DISTANCE OF 295.79 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89°-25'-38" WEST ALONG SAID NORTH LINE A DISTANCE OF 241.89 FEET TO A 1-1/4" OPEN TOP PIPE; THENCE RUN SOUTH 89°-39'-31" WEST ALONG SAID NORTH LINE A DISTANCE OF 106.51 FEET TO A CAPPED REBAR (MOORE); THENCE RUN NORTH 00°-25'-38" WEST A DISTANCE OF 325.57 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89°-34'-40" WEST A DISTANCE OF 224.84 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 00°-25'-38" EAST A DISTANCE OF 325.57 FEET TO A CAPPED REBAR (MOORE); THENCE RUN SOUTH 89°-34'-40" WEST A DISTANCE OF 295.83 FEET TO A 1" IRON PIPE AT THE SOUTHWEST CORNER OF COMMON AREA 3, OLD BATTLES VILLAGE, PHASE THREE, AS RECORDED ON SLIDE 2632 A-D OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 00°-14'-51" EAST ALONG THE EAST LINE OF SAID COMMON AREA 3 AND A PROJECTIONS THEREOF A DISTANCE OF 498.20 FEET TO A CAPPED REBAR (WATTIER); THENCE RUN NORTH 89°-47'-03" EAST A DISTANCE OF 1,167.17 FEET TO A CAPPED REBAR (WATTIER) AT THE SOUTHWEST CORNER OF LOT 1, JEFFREY SMITH SUBDIVISION, AS RECORDED ON SLIDE 2356-F OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF GREENO ROAD (U.S. HIGHWAY 98, 245' R/W); THENCE RUN SOUTH 00°-31'-40" WEST ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 499.87 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 11.62 ACRES, MORE OR LESS.

PARCEL "B"

STATE OF ALABAMA
COUNTY OF BALDWIN

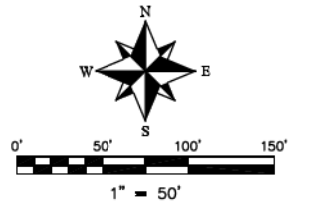
A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA;

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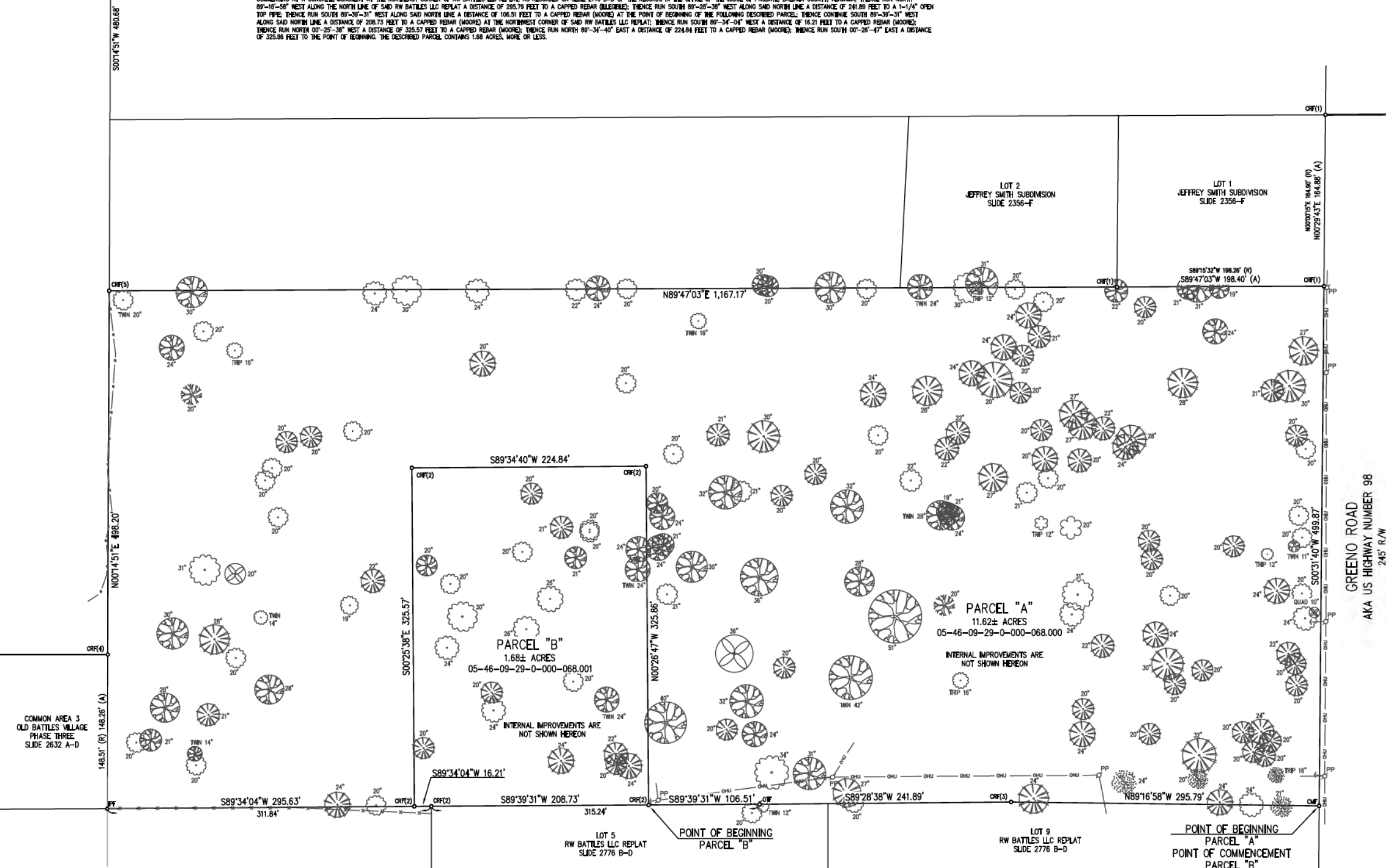
NOTES

1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 0103030757 M, DATED 04/19/2019, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".
2. THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
3. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE GRID BEARINGS AND ARE NOT GEODESIC BEARINGS. CONVERGENCE ANGLE FROM GRID NORTH TO GEODESIC NORTH IS -00° 11' 50".



LEGEND

- (R) RECORD BEARING OR DISTANCE
- (A) ACTUAL BEARING OR DISTANCE
- CRF(1) CAPPED REBAR FOUND (HWR)
- CRF(2) CAPPED REBAR FOUND (MOORE)
- CRF(3) CAPPED REBAR FOUND (BLUEBELLE)
- CRF(4) CAPPED REBAR FOUND (DENBERRY)
- CRF(5) CAPPED REBAR FOUND (WATTIER)
- IPF 1" IRON PIPE FOUND
- OTF 1-1/4" OPEN TOP PIPE FOUND
- CMF CONCRETE MONUMENT FOUND
- PP UTILITY POLE W/ANCHOR
- OHU OVERHEAD UTILITIES LINE
- LTN LINE OAK TREE
- OKT OAK TREE
- PNT PINE TREE
- PECN PECAN TREE
- CDT CEDAR TREE
- CHT CHERRY TREE
- CMF CAMPHOR TREE
- UNKN UNKNOWN TREE



SURVEYOR CERTIFICATION

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

Mark A. Wattier
MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364

ALABAMA
REGISTERED
NO. 20364
PROFESSIONAL
LAND SURVEYOR
MARK A. WATTIER

CRF(4)

PARCEL "A"

A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA;

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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STATE OF ALABAMA
COUNTY OF BALDWIN

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MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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1. CONTOUR LINES AND ELEVATION SHOWN IN THE RIGHT-OF-WAY OF U.S. HIGHWAY 98 ARE BASED UPON ON-THE-GROUND TOPOGRAPHIC SURVEY DATA COLLECTION BY WATTS SURVEYING, INC. CONTOUR LINES SHOWN WEST OF U.S. HIGHWAY 98 RIGHT-OF-WAY ARE BASED UPON SURVEY DATA BY TICE ENGINEERING, INC.; PROJECT NUMBER 1533-21, DATED MARCH 9, 2022.
2. THE WETLAND BOUNDARY LINE SHOWN HEREON IS TAKEN FROM SURVEY BY TICE ENGINEERING, INC.; PROJECT NUMBER 1533-21, DATED MARCH 9, 2022.
3. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 0100300757 M, DATED 04/19/2019, AND IS SHOWN TO BE IN FLOOD ZONE "X-UNSHADED".
4. THIS SURVEY DOES NOT REFLECT ANY TITLE OR EASEMENT RESEARCH OTHER THAN WHAT IS READILY VISIBLE ON THE SURFACE OR PROVIDED BY THE CLIENT.
5. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE GRID BEARINGS AND ARE NOT GEODESIC BEARINGS. CONVERGENCE ANGLE FROM GRID NORTH TO GEODESIC NORTH IS -00° 11' 50".



(R)	RECORD BEARING OR DISTANCE
(A)	ACTUAL BEARING OR DISTANCE
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CRF(2)	CAPPED REBAR FOUND (MOORE)
CRF(3)	CAPPED REBAR FOUND (ILLEGIBLE)
CRF(4)	CAPPED REBAR FOUND (DEWBERRY)
CRS	CAPPED REBAR SET
IPF	1" IRON PIPE FOUND
OTF	1-1/4" OPEN TOP PIPE FOUND
CMF	CONCRETE MONUMENT FOUND
#2	SURVEY CONTROL POINT
LP	POWER POLE W/ANCHOR
LP	LIGHT POLE
W	WATER METER
FO	FIBER OPTICS MARKER
T	TELEPHONE PEDESTAL
C	COMMUNICATION VAULT
S	SANITARY SEWER MANHOLE
M	MAILBOX
STOP	SIGN
ORU	OVERHEAD UTILITIES LINE
OHE	OVERHEAD ELECTRIC LINE
W	WATER LINE
SS	SANITARY SEWER LINE
G	NATURAL GAS LINE
UDC	UNDERGROUND COMMUNICATION
SDR	STORM DRAIN PIPE
X X	WIRE FENCE
S	SILT FENCE
RR	RIP RAP LINE
T	TREE LINE
OAK	LIVE OAK TREE
OAK	OAK TREE



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

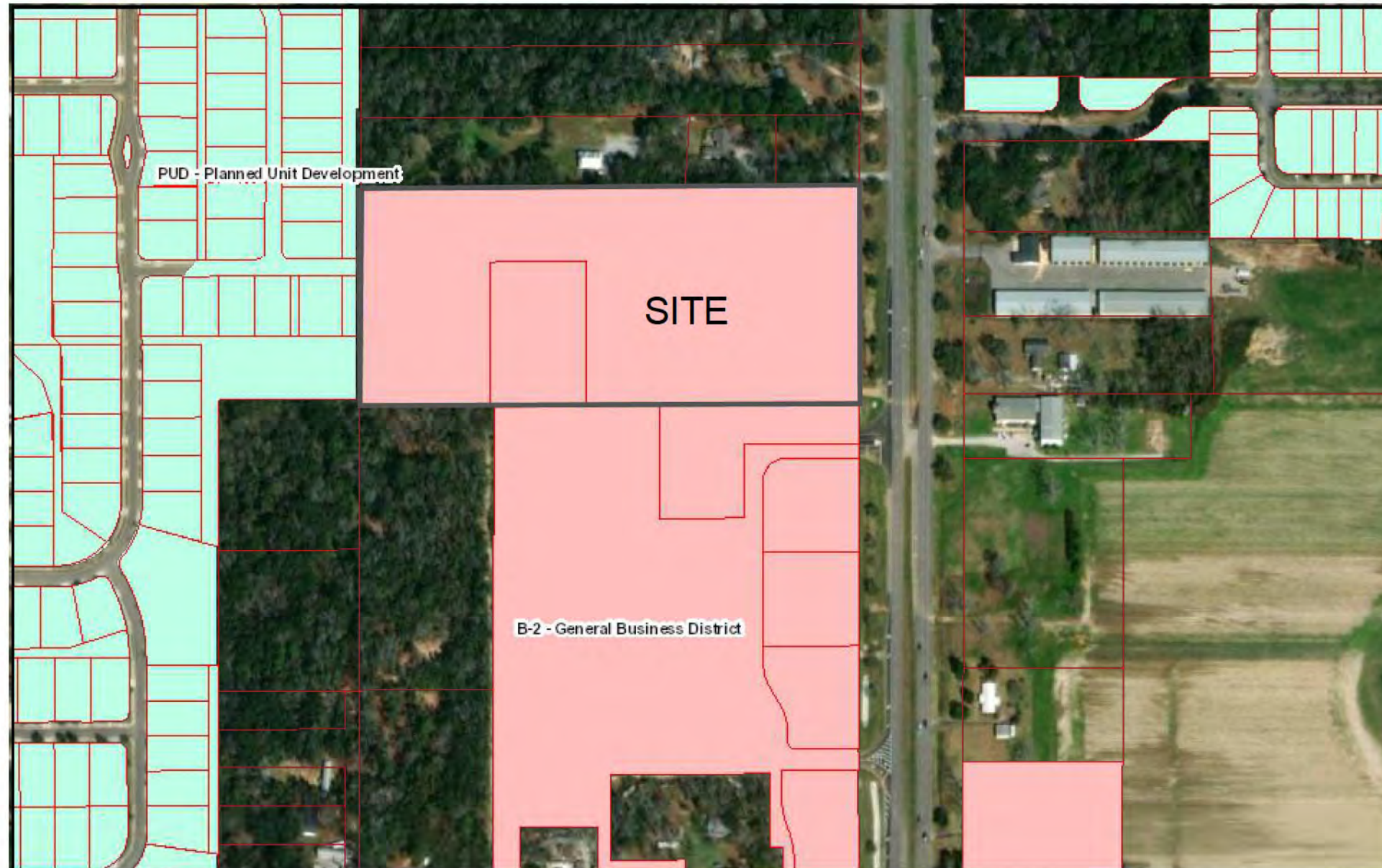
MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364



APRIL 19, 2022

WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS

4318 Downtowner Loop N., Suite H
Mobile, Alabama 36609 251-342-2640



March 19, 2024

Zoning	M-1 - Light Industrial District	R-2 - Medium Density Single-Family	R-A - Residential/Agriculture District
B-1 - Local Shopping District	P-1 - Parking	R-3 - High Density Single-Family	TR - Tourist Resort
B-2 - General Business District	PUD - Planned Unit Development	R-3PGH - Palto/Garden Single-Family	Parcels
B-3a - Tourist Resort Lodging District	R-1 - Low Density Single-Family	R-3TH - Townhouse Single Family	Central Business District
B-3b - Tourist Resort Commercial Service District	R1(a) - Residential Uncertain	R-4 - Low Density Multi-Family	Airfield
B-4 - Business and Professional District	R1(b) - Residential Uncertain	R-5 - High Density Dwelling Residential	Public Infrastructure Buildings
HTD - Highway Transition District	R1(c) - Residential Uncertain	R-6 - Mobile Home Park District	-all other values-



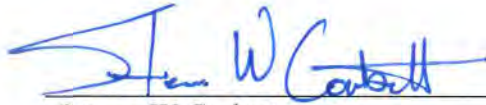
Web AppBuilder for ArcGIS
KCS, Baldwin County, Pictometry | KCS | Maxar |

VICINITY MAP AND UNDERLYING ZONING
LEGENDS AT POINT CLEAR
PLANNED UNIT DEVELOPMENT
US HIGHWAY 98
FAIRHOPE, ALABAMA

NOTARIZED AUTHORIZATION OF OWNER

I/We, Steven W Corbett as the sole or joint fee simple title holder(s) of the property described as parcels 05-46-09-29-0-000-068.000 and 05-46-09-29-0-000-068.001 in the City of Fairhope, County of Baldwin, State of Alabama, authorize and SCorUSA, LLC & 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:



By: Steven W Corbett

As Its: Manager/Member

Address: PO Box 1609
Phenix City, AL 36868

Phone: 706-445-9103 Fax: N/A

Email: steve@scorusa.com

STATE OF GEORGIA

COUNTY OF MUSCOGEE

The forgoing instrument was acknowledged before me this 19TH day of MARCH, 2024 by Steven W Corbett as its Manager/Member, who is personally known to me or who has produced _____ (type of ID) as identification and who did not take an oath.



NOTARY PUBLIC – STATE OF GEORGIA

NORMAN D. NIBBLETT

NAME OF NOTARY – TYPED OR PRINTED

COMMISSION NO: _____

Norman D Nibblett
NOTARY PUBLIC
Muscogee County, GEORGIA
My Commission Expires 10/21/2026

From: [Mary Pat Gallagher](#)
To: [planning](#)
Subject: ZC 24.02 Rezone of 18323 Greeno Road
Date: Sunday, August 25, 2024 1:41:58 PM

Good Afternoon Ms. Beaudreau and team,

I understand that there is a request to re-zone 18323 Greeno Road to allow building of a multi family, or apartment, complex there. I live in Old Battles Village, the neighborhood behind this lot, and I have a few concerns that I hope you could address?

If approved, how would the new multi family complex effect the traffic, water infrastructure (especially considering recent years of water restrictions), sewers; and what plans and budgets are in place to mitigate these effects?

Also, how do all of these recent multi-family projects affect our schools, their budgets and their ability to continue providing a quality education?

What plans are in place to increase the police and fire departments to better serve a more dense population and how is that to be budgeted?

Our prior town experienced very fast growth (with a significant increase in apartments over single family homes) that had a negative effect on the community as a whole. Crime increased, traffic (congestion and safety) became a problem, our schools experienced overcrowding, water was restricted every summer, infrastructure (bridges and roads) wore out and were costly to repair. But more than all of that, our community became just another suburb and most of the locals moved away. I know from experience that overbuilding apartments has a negative impact on a community and I am concerned that we have smart growth plans in place so that Fairhope grows in a healthy, planned manner that can be maintained long term.

Thank you so much for your help.

Kind regards,

Mary Pat Gallagher
617 Sharpsburg Ave.
Fairhope

Sent from my iPhone

From: [Brad Illingworth](#)
To: [planning](#)
Cc: [Jessica Illingworth](#); [Brad Illingworth](#)
Subject: Case ZC24.02: Rezone 18323 Greeno Road from B-2 to PUD
Date: Tuesday, August 27, 2024 4:11:51 PM



August 27, 2024

Regarding Case ZC24.02

Request: Rezone 18323 Greeno Road from B-2 to PUD

To whom it may concern:

At a minimum, we urgently request you do not connect the proposed apartment complex with the Old Battles neighborhood! Connecting will negatively impact our property values! In addition, I request you leave as large of tree buffer as possible between the houses on McArthur Lane and the proposed apartment complex!

We respectfully challenge this development! wequestion the following:

A- The capability of Fairhope's infrastructure (utilities, etc) to support the impact of this development

B- The proposed development is a lack of alignment with Fairhope's long standing pride and draw to single family homes (and not 'apartments')

C- The data demand for more apartments with existing volume already in development (note the large apartments being constructed at 104 and 181)

D- The workforce and labor demand within Fairhope does not support the demand for such a development

Sincerely,
Brad and Jessica Illingworth
662 McArthur Lane

Sent from my iPhone

From: 2516435085@mms.att.net
To: [planning](#)
Date: Tuesday, September 3, 2024 10:13:37 AM

We were planning on attending the meeting on the 5th, but now will be unable to. We would like to voice our opposition to the proposed development known as Legends at Point Clear and especially our opposition to Burnside becoming a thru street.

Dale and Julie Roark
667 McArthur Lane

From: greg_marx@comcast.net
To: [planning](#)
Cc: ["mary marx"](#)
Subject: Rezoning 18323 Greeno Rd
Date: Tuesday, August 27, 2024 10:44:12 AM



Dear Cindy,

We have concerns about the new zoning for an additional 133 apartment units. We are a small community that also has an HOA and if this new development should be developed Burnside street could become an access for residents for the apartment complex. This could possibly be an additional 200 vehicles going through our neighborhood. Since we are an HOA and pay monthly fees, this gives us skin in the game. The vehicles using our neighborhood for access have no skin in the game. Our speed limit is 20 mph, and I am in fear that the speed limit will not be obeyed. We have many children who ride their bikes and will be in danger of possibly getting injured. I am currently researching the possibilities of having HOA making OBV a gated community. Please reconsider what is best for our community and children.

Thanks

Greg Marx

901-361-0807

655 McArthur Lane

From: [PETER OLESKY](#)
To: [planning](#)
Subject: Opposition to 18323 Greeno Rd PUD
Date: Sunday, August 25, 2024 4:11:45 PM



I am writing in reference to 18323 Greeno Rd request for rezoning B2 to PUD. I live in Old Battles Village (OBV) and I suspect they may connect into our streets. The grid that we live in, Old Battles to Twin Beech and Greeno to Section St, already has Old Battles Place apartments and Shellbrooke Pointe apartments. This would be another 133 apartment units on 13.3 acres, already listed on the developers website as “coming soon”, they are pretty confident. Our friends at the county approved more high density residential on that little strip between Publix and Bridgette Mitchell on Old Battles Rd. When the county was making the future land use map they listed the farm fields next to OBV as potential high density residential. I called Matt McKenzie’s office and was told that “we know these folks and they will never sell”. I asked what legal standing that gave me, silence. I can’t find the current future land use map so I don’t know what it says now.

Hunter may remember a man who presented more high density residential on Section just south of the Dragonfly going east, turning north to Twin Beech near the Shellebrooke Apts. I think that the man said it was going to emulate an alpine village, little cottages built on top of each other. Call it what you like, it’s just more high density residential. I didn’t want that Publix and most of the neighbors didn’t either but I think that it was unzoned county and there were no options. The once or twice I go to Publix in a week I can drive up to the O.G. Publix. Everything that has been built or approved since OBV was approved is commercial or high density. This is not the fruit and nut or the CBD but people are trying.

I understand that land values are making it difficult for developers. That’s not our problem, it’s a problem for the land owners and the developers. Negotiate a different deal that considers the density at under 10 units per acre. The county gave more density to the developer on the land across from the Newton School on 32, Matt was the only no vote. I thought that the initial density was generous to a fault. More density can’t be the answer to every zoning issue but, that’s what the developers think. OBV used to be what the city wanted future development to look like but now we are being surrounded by things that look nothing like OBV.

I also have some thoughts on B2 that includes RV parks. That’s not good either, people are buying these RV’s, bringing them to the RV park on a drive out tag and living in them. RV parks should be in R6 or provide proof on length of stay under 90 days.

Peter Olesky
929 Charleston Loop
Fairhope
470-351-7102

From: [ChristineWeeks](#)
To: [planning](#)
Subject: Case ZC 24.02, rezone 18323 Greeno Road from B-2 to PUD
Date: Sunday, August 25, 2024 3:25:55 PM

Fairhope Planning Commission,

My husband and I live in the Old Battles Village neighborhood and received a letter regarding the rezoning of 18323 Greeno Road from B-2 to PUD. While we do not necessarily object to the rezoning of the property known as 18323 Greeno Road, we would like to express our concerns about how this development could impact our neighborhood.

We would strongly urge you to have the developer keep as many trees as possible as a buffer from the new development and our neighborhood. We would also ask that no through street be constructed into our neighborhood to attach the development to our neighborhood.

Also, there is a portion of the dry creek, Point Clear Creek, that runs behind our neighborhood but is also part of the parcel in question. Will the developers be granted permission to build on the dry creek or is that protected property?

Thank you for your consideration to our concerns. As new residents to Fairhope and to the State of Alabama, we are hopeful to continue to enjoy our new home and community in the way we purchased it.

Guy and Christine Weeks
651 McArthur Ln.
Fairhope, AL 36532



June 12, 2024

Trey Jinright
Jade Consulting, LLC
tjinright@jadengineers.com
251-928-3443

RE: Stream Assessment of PPINs: 39376 & 210314 in Fairhope, AL

Mr. Jinright,

EcoSolutions, Inc. was asked to conduct a stream assessment of parcels west of Greeno Road. The field work was conducted on May 31, 2024. The upland drainage area within the parcels does not meet the definition of an ephemeral, intermittent, or perennial stream as defined by the U.S. Army Corps of Engineers (USACE) Compensatory Stream Mitigation Standard Operating Procedures and Guidelines 2012.

The subject area includes parcel number 05-46-09-29-0-000-068.000 (PPIN: 39376) and parcel number 05-46-09-29-0-000-068.001 (PPIN: 210314) located in Fairhope, AL. The parcels are located on the west side of Greeno Road. Parcel PPIN 210314 contains a mobile home and outbuilding surrounded by woodlands. Parcel PPIN 39376 contains a single family home, outbuilding, and a cleared lawn area. The majority of both parcels are forested with mature trees such as water oak (*Quercus nigra*), camphor tree (*Cinnamomum camphora*), and shrubs such as Chinese privet (*Ligustrum sinense*). There is an upland drainage way on the west side of the site that flows roughly north to south and drains into an ephemeral stream south of the site.

The site was evaluated for stream characteristics as defined by the U.S. Army Corps of Engineers (USACE) Compensatory Stream Mitigation Standard Operating Procedures and Guidelines 2012. USACE defines an ephemeral stream as follows:

“Ephemeral Stream – An ephemeral stream has bed and bank features with flowing stormwater only during and for a short duration after precipitation events in a typical year. The streambed of an ephemeral stream is located above the water table year-round and groundwater is not a source of water for the stream. Precipitation runoff is the primary source of water for stream flow, and it typically has flowing water for a few hours to a few days after a storm event and typically has no discernable floodplain.”

The west drainage area of PPIN 39376 does have signs of surface flow including wrack lines, snags, and piles of water stained leaves. The north end of the drainage does not have any defined banks or stream bed. The south end does have isolated sections of banks, but the bed and bank features were not consistent enough for the drainage area on

this parcel to be considered an ephemeral stream. The area offsite, south of the subject parcels, does have consistent bed and bank so it meets the definition of ephemeral stream see attached maps.

The site is in the Point Clear Creek watershed and historic USGS Topo maps do show a solid blue line through the site. The unnamed tributaries in the upper reaches of the Point Clear Creek watershed have been impacted by development. Offsite, north of these parcels, is a grass yard with no bed or bank characteristics. The unnamed tributary shown on the topo maps to north and west of the parcels is now a stormwater detention basin, dry culvert under Garrison Blvd, and grass swale in the Old Battles Village subdivision. The drainage area to the north of the site does not meet the definition of ephemeral stream and is not connected to any streams north of the site in the Point Clear Creek watershed. No areas within the two parcels meet the ephemeral criteria.

All comments are based on the professional judgment of the inspector and the conditions that existed on the site at the time of the inspection. Please give us a call at 251-621-5006 or email Lewis@ecosolutionsinc.net if you have any questions or need any additional information.

Best regards,

A handwritten signature in black ink that reads "Lewis Cassidey". The signature is written in a cursive, flowing style.

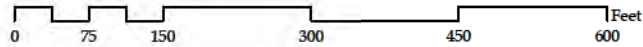
Lewis Cassidey
EcoSolutions, Inc.



EcoSolutions
 ENVIRONMENTAL MEDIATION, MANAGEMENT & PLANNING
 P.O. Box 361 Montrose, AL 36559
 Phone: 251-621-5006 Fax: 251-621-5058

Project: Greeno Rd PIN 39376 and 210314
 Applicant: Jade Consulting, LLC
 1 inch = 150 feet

T-6-S, R-2-E, Sect. 29
 Fairhope, AL





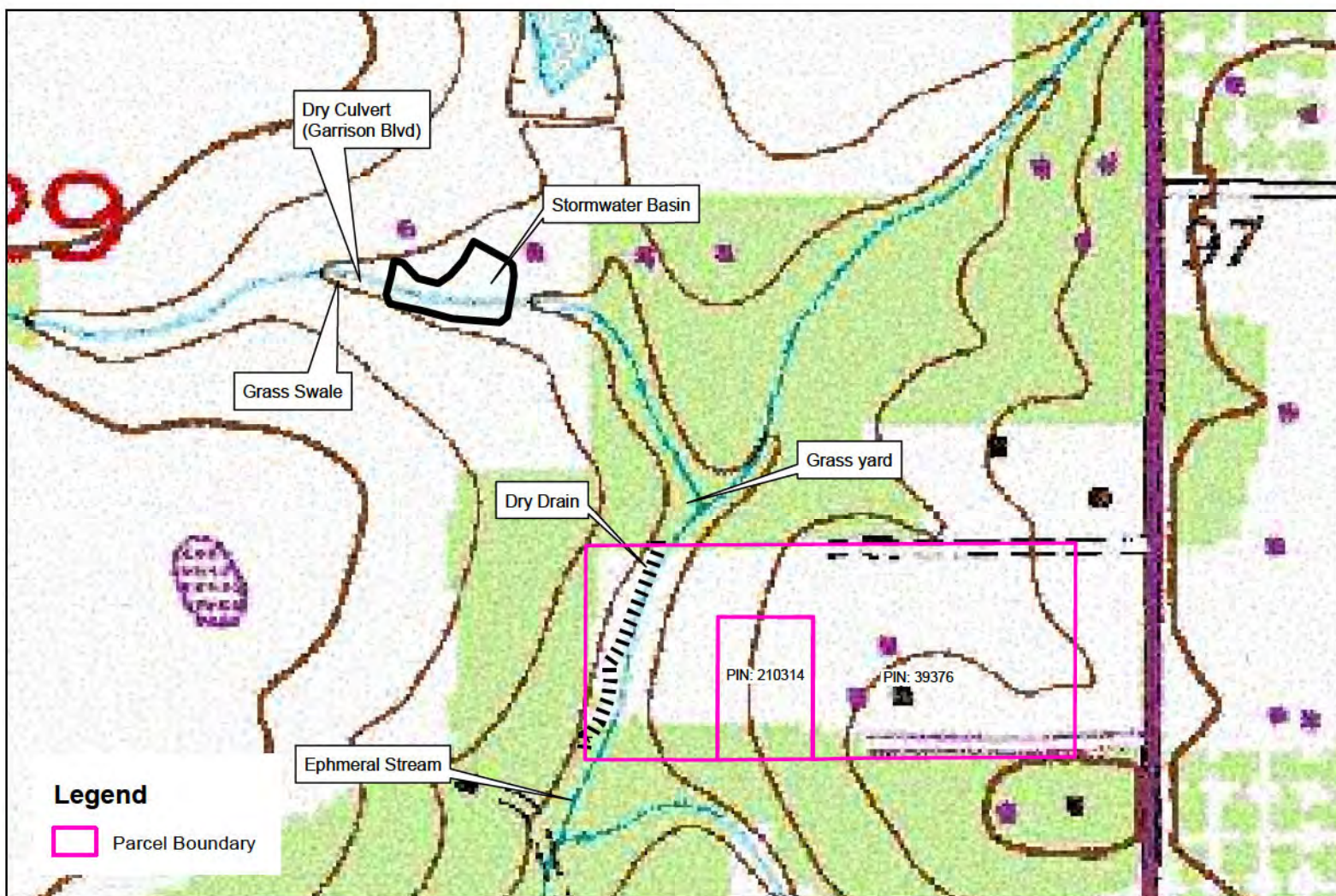
EcoSolutions
 ENVIRONMENTAL MEDIATION, MANAGEMENT & PLANNING
 P.O. Box 361 Montrose, AL 36559
 Phone: 251-621-5006 Fax: 251-621-5058

Project: Greeno Rd PIN 39376 and 210314
 Applicant: Jade Consulting, LLC
 1 inch = 300 feet

T-6-S, R-2-E, Sect. 29
 Fairhope, AL

0 150 300 600 900 1,200 Feet





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 1 inch = 300 feet

T-6-S, R-2-E, Sect. 29
 Fairhope, AL

0 150 300 600 900 1,200 Feet





CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-882

FROM:	Erik Cortinas, BUILDING OFFICIAL
SUBJECT:	An Ordinance establishing Impact Fees on New Development in the City of Fairhope; and repealing and replacing Ordinance No. 1625.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council adopts an Ordinance establishing Impact Fees on New Development in the City of Fairhope; and repealing and replacing Ordinance No. 1625.

BACKGROUND INFORMATION:

In accordance with Alabama Code § 45-2-243.86, a public meeting during a Work Session of the City Council was held on October 14, 2024 at City Hall with a representative of TischlerBise to present the Study to the Council and the public and to address the City's governmental infrastructure needs as a result of new development.

A public hearing was held on December 9, 2024 to give the public the opportunity to provide additional comments.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>

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):

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 1625**

**AN ORDINANCE ESTABLISHING IMPACT FEES
ON NEW DEVELOPMENT IN THE CITY OF FAIRHOPE, ALABAMA**

Be it ordained by the City Council (the “Council”) of the City of Fairhope, Alabama (the “City”) as follows:

Section 1.

Findings. In accordance with the Act, the City has been authorized by the Legislature of the State of Alabama to adopt and impose impact fees on new development within the City’s corporate limits. In support of the adoption and imposition of such impact fees, the Council makes the following findings:

- (A) The City is a municipal corporation vested with a portion of the state’s sovereign power to protect and provide for the public health, safety, and welfare. The City is authorized to adopt and implement comprehensive plans, zoning ordinances and other land use regulations to assure its orderly development.
- (B) The City is a fast-growing community of over 24,000 full time residents. In calendar years 2022 - 2023, approximately 1,322 new building permits and renovation permits were issued.
- (C) The City encourages development that will make the City a vital, attractive community to serve both residents of the City and the substantial and significant number of visitors who visit the City on a yearly basis.
- (D) New residential and nonresidential development, however, imposes increased and excessive demands upon public facilities. As demand for public facilities has increased, funding sources for those facilities have decreased at both the state and federal level. In addition, demand for new facilities necessitated by new development impairs the ability of the City to maintain existing facilities because funds must be diverted to construction or expansion of new facilities.
- (E) The City’s current Comprehensive Plan projects that new development will continue and will place ever-increasing demands on the City to provide public facilities to serve new development.
- (F) Following the adoption of the Act by the Legislature of the State of Alabama, the City engaged the consulting firm TischlerBise for purposes of preparing an impact fee study. With input from the City, TischlerBise prepared an “Impact Fee Study” for the City dated September 9, 2024 (the “Study”).
- (G) The Study demonstrates the monetary needs of the City in adding the additional governmental infrastructure necessary to keep pace with the City’s growth.
- (H) In accordance with Alabama Code § 45-2-243.86, a public meeting during a Work Session of the City Council was held on October 14, 2024 at City Hall with a representative of TischlerBise to present the Study to the Council and the public and to address the City’s governmental infrastructure needs as a result of new development. A public hearing, was held on December 9, 2024 to give the public the opportunity to provide additional comments.
- (I) To the extent that new development places demands upon public facilities, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public to the development creating the demands.

- (J) An impact fee, established in accordance with this Ordinance, will benefit new development.

Section 2. **Authorization.** This Ordinance is enacted pursuant to the Act and the City's general police power and land use authority.

Section 3. **Purpose and Intent.** The purpose of this Ordinance is to establish procedures to:

- (A) determine what local capital improvements are reasonably necessary to serve New Development and the cost thereof;
- (B) determine the portion of the demand for local capital improvements created by particular types of New Development; and
- (C) assess against New Development an Impact Fee to finance the cost of local capital improvements proportional to the New Development's demand for said capital improvements.

Section 4. **Definitions.** Whenever used in this Ordinance, the following capitalized words, terms, and phrases, and their derivations, shall have the meanings ascribed to them below except where the context clearly indicates a different meaning:

"Act" shall mean the enabling legislation for Impact Fees applicable to Baldwin County, Alabama as established by the Alabama Legislature and set forth in Alabama Code §§ 45-2-243.80 through 45-2-243.87 (Act 2006-300), as the same may hereafter be altered or amended from time to time.

"All Other Housing" means residential housing units and/or structures other than single-family residential structures, and includes, without limitation, duplexes, triplexes, apartments, condominiums and other multi-family developments.

"Applicant" shall mean any person or entity making an application for a Building Permit with the City.

"Benefit Area" means one or more areas as defined herein which are used to calculate the costs and expenses relative to the Governmental Infrastructure needs created by a particular type of New Development.

"Building Department" means the City's Building and Inspection Department.

"Building Permit" means a document issued by the City authorizing construction of new buildings and/or improvements within the City's corporate limits.

"Business Park" means a cluster of associated businesses, usually in a campus setting, typically consisting of the use of buildings for the administration of business, professional firms and other organizations.

"Calculate" means to determine the amount of the Impact Fees assessed against a particular New Development in accordance with the terms and conditions of this Ordinance and the Act.

"City" means the City of Fairhope, Alabama.

"Com/Shop Ctr" means a building or series of buildings in which retail and/or wholesale sales and services will be delivered to the public.

"Estimated Fair and Reasonable Market Value" shall have the meaning ascribed to such term in Alabama Code § 45-2-243.84.

“Fire” means a Benefit Area for (i) the construction, development and/or improvement of fire stations, (ii) the acquisition of fire fighting vehicles, and (iii) the acquisition of firefighting apparatus, and (iv) the fire component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

“Governmental Infrastructure” shall have the meaning ascribed to such term in the Act.

“Impact Fee” shall have the meaning ascribed to such term in the Act.

“Impact Fee Account” means a special interest-bearing account of the City established by the City at a banking institution whose deposits are insured by the Federal Deposit Insurance Corporation.

“Impact Fee Committee” means a committee chaired by the Mayor and comprised of the Mayor, the City Treasurer, the City Building Official, the City Public Works Director, the Chief of the Fairhope Volunteer Fire Department, the Chief of the Fairhope Police Department, and the City’s Director of Parks and Recreation.

“Impact Fee Schedule” means the schedule of fees adopted by the Council setting the base fee amount for each Benefit Area and the total Impact Fee for each type of New Development, which schedule is attached hereto as Exhibit “A” and which is incorporated herein by reference.

“Light Industrial” means facilities used for the manufacturing or assembly of products to their final form. These uses could be enclosed or could have outside storage of equipment, materials or merchandise. In addition to the actual production of goods, industrial facilities generally also have incidental office, warehouse and associated functions.

“Lodging” means a building or group of buildings having five (5) or more guest rooms under a common or individual ownership and single management. These buildings are designed to give, for a fee, transient guests sleeping accommodations and may include as incidental uses, restaurants, cafes, lounges or other guest services. These buildings typically, but do not necessarily have to, have an inner lobby and furnish a room cleaning service for their paying customers.

“Manufacturing” means a building or series of buildings for businesses engaged in economic activity involving construction, production, processing, transformation, warehousing, wholesale, and disposal of goods, products and component parts of goods and products, including related services.

“New Development” shall mean the subdivision of land, the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; any use of the extension of the use of land; any of which increases the demand on governmental infrastructure.

“Nonresidential Development Project” means all New Development in the City other than Residential Development Projects, and shall include, without limitation, any New Development project consisting of one or any combination of Comm/Shop Ctr, Office/Inst, Business Park, Light Industrial, Warehousing, Manufacturing and Lodging.

“Occupancy classification” means the intended use of a structure or tenant spaces within a structure as defined by the International Building Code.

“Office/Inst” means a building used for professional, administrative, financial, clerical and similar uses. This definition includes, without limitation, institutional uses such as churches, schools, hospitals, libraries, clubs, police and fire stations and other public buildings.

“Parks and Recreation” means a Benefit Area for (i) the acquisition of new public park lands, (ii) the construction, development and/or improvement of public recreational facilities, (iii) the construction, development and/or improvement of public park amenities, (iv) the acquisition of new park vehicles, and (v) the parks and recreation component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

“Police” means a Benefit Area for (i) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its justice center, (ii) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its animal shelter, (iii) the acquisition of police vehicles, and (iv) the acquisition of police-related apparatus and equipment, and (iv) the police component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

“Residential Development Project” means any New Development in the City undertaken with respect to a Single-Family development and/or an All Other Housing development.

“Single Family” means a detached residential dwelling unit designed for and occupied by one family as a home.

“Transportation” means a Benefit Area for the cost of intersection improvements made to address additional demand generated by New Development.

“Warehousing” means the storage of materials, but may also include incidental office and maintenance areas.

Section 5. Imposition of Impact Fees. The City hereby imposes an Impact Fee in accordance with the Impact Fee Schedule against all New Development and renovation or expansion of existing structures within the City’s corporate limits subject to any limitations on the amount of the Impact Fee set forth in the Act. In the event any appraisal process is commenced in accordance with the Act, the City shall be responsible for the cost of any appraisal required by the City, and the City and the Applicant shall share equally in the cost of any appraisal obtained at the request of both the City and the Applicant. This Ordinance and/or the Impact Fee Schedule may be amended at any time hereafter and from time to time by the Council in accordance with the procedure set forth in the Act for the adoption of an Impact Fee. The Impact Fee shall be collected and administered as hereinafter provided.

Section 6. Calculation and Collection of Impact Fees. Impact Fees may be imposed on New Development or renovation or expansion of existing structures as defined in Section 8 hereof, and subject to any limitations on the imposition and collection thereof in the Act. Impact Fees shall be Calculated using either 1% of the combined construction and land cost, or per the fees listed in Exhibit A, and the lesser of the two calculations will apply. Land cost will not be assessed or added to renovation, expansion, or change in occupancy classification of existing structures. Fees shall be collected by the Building Department prior to the issuance of a Building Permit for New Development and in accordance with the Impact Fee Schedule. Except as is hereafter provided in Section 14 hereof, all Impact Fees shall be paid by an Applicant to the City in cash or other immediately available funds.

Section 7. No Additional Capacity. No Impact Fee may be assessed for or expended upon the construction, improvement, operation or maintenance of any Governmental Infrastructure that does not create additional capacity for use by the general public. The following shall be exempt from the payment of impact fees:

- A. Alteration or expansion of an existing dwelling unit which does not result in any additional dwelling units or increase in the number of families for which such dwelling unit is arranged, designed or intended to accommodate for the purposes of living quarters.
- B. The replacement of a building or dwelling unit where no additional square footage or dwelling units are created and when the existing and replacement or dwelling unit are located on the same lot. To be eligible for this exemption, official evidence such as, but not limited to, aerial photos, property surveys, Revenue Commission property appraiser data, or building permit data must be provided that confirms a building of equivalent use existed within the parcel boundaries in which the replacement structure is to be located.

Section 8. Change in Size and Use. An impact fee shall be imposed and calculated for alteration, expansion or replacement of a building if the alteration, expansion or replacement of a building results in a use that it is determined to generate greater impact than the present under the applicable fee rate schedule. Impact fee shall be calculated as follows:

- A. If the impact fee is based on a per dwelling unit method, the impact fee shall be the amount due under the applicable impact fee rate schedule, less the calculated impact fee applicable prior to the alteration, expansion or replacement.
- B. If the impact fee is based on the square footage method, the impact fee due for the increased square footage shall be calculated by determining the impact fee due according to the square footage resulting from the alteration, expansion or replacement, less the impact fee that would have been imposed for the original square footage prior to the alteration, expansion or replacement.
- C. All single family residential fees in the fee schedule are based on an assumed 3-bedroom home. If the replacement structure has an increase in the number of bedrooms or sleeping rooms as defined by the City of Fairhope Building Code Supplement, any partial impact fee will be calculated on a percentage basis based on the increased number of sleeping rooms within the structure.
- D. If a building is demolished in preparation of a new structure, a pre-demolition inspection will be performed to determine the number of sleeping rooms in the existing structure to establish the baseline for the calculation of any partial impact fee imposed.
- E. All changes in use or Occupancy classification as defined by the International Building Code will be subject to full impact fees calculated at the new construction fee based of Occupancy classification. A credit will be given for the calculation of the new construction fee of the previous building based on Occupancy Classification.

Section 9. Nature of Impact Fee. An Impact Fee is both a personal liability of the Applicant and a lien upon the real property upon which the New Development is to be constructed and/or improved. Said lien may be foreclosed upon in accordance with the procedure for the foreclosure of real estate mortgages in the State of Alabama.

Section 10. Refund of Impact Fee. Except as is specifically required by the Act, Impact Fees are not refundable, unless the applicable Building Permit is voided in writing by the Applicant and no construction or construction-related activities have taken place. In the event a refund is made pursuant to the foregoing sentence, a processing fee of five hundred and no/100 dollars (\$500.00) shall be withheld by the City from any such refund.

Section 11. Impact Fee Accounts. The funds collected pursuant to this Ordinance shall be deposited into the Impact Fee Account. The funds of the Impact Fee Account shall not be commingled with other funds of the City. The City shall separately account for fees collected for the Benefit Areas of Parks and Recreation, Fire, Police and Transportation. In the event that less than the full Impact Fee is assessed for any reason, including, without limitation, any cap on such fee contained in the Act, said partial Impact Fee shall be allocated to the applicable Benefit Areas in the same proportion as the full Impact Fee would be allocated to and among the applicable Benefit Areas.

Section 12. Use of Impact Fees. Impact Fees may be expended only for the Benefit Area for which they were imposed, calculated, and collected and according to the time limits and procedures established in this Ordinance and the Act, if any. All impact fees collected for a Benefit Area must be spent in that Benefit Area. Impact Fees generated by this Ordinance may be used for any purpose permitted by the Act.

Section 13. Time Limitations on Use of Impact Fees. The City shall expend or contract for the expenditure of all Impact Fees collected in accordance with this Ordinance within any time periods set forth in the Act; provided, however, that in the event the Act does not impose any limitation on the timing of the expenditure of Impact Fees, then the City shall have no obligation to expend any Impact Fees within any specific period of time. In the event it becomes necessary for the City to refund any Impact Fees due to the failure to expend or contract for the expenditure of such Impact Fees within a given period of time as required by the Act, the City shall refund such Impact Fees to the Applicant who paid such Impact Fees.

Notwithstanding anything contained herein to the contrary, no party entitled to a refund of any Impact Fee hereunder shall be entitled to any interest on said refunded Impact Fee.

Section 14. Appeals. In the event the Building Department and an Applicant are unable to agree upon the Estimated Fair and Reasonable Value following the appraisal process set forth in Alabama Code § 45-2-243.84, the Applicant against which an Impact Fee has been assessed may pay the Impact Fee as Calculated by the Building Department and preserve the right to appeal the amount of the Impact Fee by submitting with payment a written statement that payment is made “under protest” or that includes other language that would notify a reasonable person that the Applicant intends to preserve its right of appeal. Any Applicant intending to appeal the Calculation of an Impact Fee must file said appeal in writing with the City Clerk of the City within thirty (30) days of the last to occur of the Calculation of the Impact Fee by the Building Department and the payment of the Impact Fee by the Applicant to the City. In the written appeal provided to the City Clerk by the Applicant, the Applicant shall set forth enough detail to allow the City to reasonably determine the basis for the Applicant’s appeal. All appeals of Impact Fee assessments shall be heard by the Council at a regularly held meeting of the Council within thirty (30) days of the date of the filing of the notice of appeal by the Applicant with the City Clerk. At such appeal hearing, the Applicant and the City shall have the right to present evidence relative to the establishment of the Estimated Fair and Reasonable Market Value of a New Development. In making such presentations, each of the Applicant and the City shall be limited to fifteen (15) minutes for the presentation of such evidence. Thereafter, a majority decision by the Council shall be required to overturn the decision of the Building Department with regard to the Calculation of the applicable Impact Fee.

Section 15. Review of Impact Fee Structure. The Impact Fee Committee shall report at least once every three (3) years to the Council with:

- (A) recommendations, if any, for amendments to this Ordinance;
- (B) proposals identifying capital improvements to be funded in whole or in part by the Impact Fees collected pursuant to this Ordinance;
- (C) proposals for changes to the Impact Fee Schedule.

In connection with the foregoing, the Impact Fee Committee is hereby authorized to engage such consultants as it deems reasonably necessary to prepare additional impact fee studies for purposes of arriving at an appropriate and reasonable impact fee rate structure.

Section 16. Credits. An Applicant who offers to dedicate land or otherwise provide for the funding of Governmental Infrastructure may be eligible for a credit for such contribution against the Impact Fee otherwise due for that Benefit Area. In the event an Applicant desires to obtain a credit in accordance with the foregoing, the Applicant shall submit its proposal for a credit in writing to the Building Department. To the extent the City prepares forms for the credit process, the Applicant shall make its submittal on said City provided forms.

Thereafter, the Building Department shall transmit said proposal to the Impact Fee Committee. The Impact Fee Committee shall make written findings with regard to (a) the value of the Applicant’s proposed contribution; (b) whether the proposed contribution meets capital improvement needs for which the particular Impact Fee has been imposed; and (c) whether the proposed contribution will substitute or otherwise reduce the need for Governmental Infrastructure anticipated to be provided with Impact Fees otherwise assessable against the Applicant.

The Impact Fee Committee shall transmit said written findings to the Council along with a recommendation for whether to accept or decline the Applicant’s offer. The Council shall make the final determination as to whether to accept the Applicant’s proposed contribution; provided, however, that in no event shall the credit given to any such Applicant exceed the amount of the otherwise applicable Impact Fee.

Section 17. **Recovery of Public Hearing Costs.** Any costs incurred by the City (a) in preparing for and conducting any public hearing required by the Act and (b) in connection with the Study or any similar study hereafter conducted may be recovered as a part of the Impact Fees assessed and collected in accordance with this Ordinance.

Section 18. **Severability.** Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-exemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 19. **Effective Date.** This Ordinance shall be effective from and after its adoption by the Council.

ADOPTED THIS THE 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 19TH DAY OF DECEMBER, 2024

Sherry Sullivan, Mayor

EXHIBIT “A”
Impact Fee Schedule

Residential - Per Housing Unit (Occupancy classifications R-2, R-3, and R-4)					
	Fire	Police	Parks and Rec	Transportation	Total
Single Family (R-3)	\$895	\$1,353	\$3,228	\$3,761	\$9,237
Percentage allocation	9.6%	14.6%	35.0%	40.8%	1% max
Multi Family (R-2, R-4)	\$374	\$565	\$1,349	\$1,023	\$3,311
Percentage allocation	11.4%	17.1%	40.7%	30.8%	1% max
Non-Residential - Per 1,000 square feet of floor area (Occupancy classifications A, B, E, F, H, I, M, S, U)					
	Fire	Police	Parks and Rec	Transportation	Total
Commercial / retail (A, M)	\$1,865	\$2,538	\$0	\$7,783	\$12,786
Percentage allocation	14.6%	19.8%	0%	60.9%	1% max
Industrial (F, H, S, U)	\$373	\$507	\$0	\$1,552	\$2,432
Percentage allocation	15.3%	20.9%	0%	63.8%	1% max
Office / Institutional (B, I, E)	\$828	1,127	\$0	\$3,454	\$5,904
Percentage allocation	14.0%	19.1%	0%	58.5%	1% max
Non-Residential - Per room (Occupancy classification R-1)					
	Fire	Police	Parks and Rec	Transportation	Total
Lodging (R-1)	\$257	\$349	\$1,891	\$1,067	\$3,564
Percentage allocation	7.2%	9.8%	53.0%	30.0%	1% max

ORDINANCE NO. 1625

**AN ORDINANCE REPEALING AND REPLACING
ORDINANCE NO. 1331**

**AN ORDINANCE ESTABLISHING IMPACT FEES
ON NEW DEVELOPMENT IN THE CITY OF FAIRHOPE, ALABAMA**

Be it ordained by the City Council (the "Council") of the City of Fairhope, Alabama (the "City") as follows:

Section 1.

Findings. In accordance with the Act, the City has been authorized by the Legislature of the State of Alabama to adopt and impose impact fees on new development within the City's corporate limits. In support the adoption and imposition of such impact fees, the Council makes the following findings:

- (A) The City is a municipal corporation vested with a portion of the state's sovereign power to protect and provide for the public health, safety, and welfare. The City is authorized to adopt and implement comprehensive plans, zoning ordinances and other land use regulations to assure its orderly development.
- (B) The City is a fast-growing community of over 15,000 full time residents. In calendar year 2005, approximately 490 new building permits were issued, and in calendar year 2006, approximately 504 new building permits were issued.
- (C) The City encourages development that will make the City a vital, attractive community to serve both residents of the City and the substantial and significant number of visitors who visit the City on a yearly basis.
- (D) New residential and nonresidential development, however, imposes increased and excessive demands upon public facilities. As demand for public facilities has increased, funding sources for those facilities have decreased at both the state and federal level. In addition, demand for new facilities necessitated by new development impairs the ability of the City to maintain existing facilities because funds must be diverted to construction or expansion of new facilities.
- (E) The City's current Comprehensive Plan projects that new development will continue and will place ever-increasing demands on the City to provide public facilities to serve new development.
- (F) Following the adoption of the Act by the Legislature of the State of Alabama, the City engaged the consulting firm TischlerBise for purposes of preparing an impact fee study. With input from the City, TischlerBise prepared an "Impact Fee Study" for the City dated March 8, 2007 (the "Study").
- (G) The Study demonstrates the monetary needs of the City in adding the additional governmental infrastructure necessary to keep pace with the City's growth.
- (H) In accordance with Section 7 of the Act, a public hearing was held on April 10, 2007 at City Hall to address the City's governmental infrastructure needs as a result of new development. At this public hearing, a representative of TischlerBise presented the Study to the Council and the public, and the public was given the opportunity to provide comments.
- (I) To the extent that new development places demands upon public facilities, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public to the development creating the demands.

- (J) An impact fee, established in accordance with this Ordinance, will benefit new development.

Section 2. **Authorization.** This Ordinance is enacted pursuant to the Act and the City's general police power and land use authority.

Section 3. **Purpose and Intent.** The purpose of this Ordinance is to establish procedures to:

- (A) determine what local capital improvements are reasonably necessary to serve New Development and the cost thereof;
- (B) determine the portion of the demand for local capital improvements created by particular types of New Development; and
- (C) assess against New Development an Impact Fee to finance the cost of local capital improvements proportional to the New Development's demand for said capital improvements.

Section 4. **Definitions.** Whenever used in this Ordinance, the following capitalized words, terms, and phrases, and their derivations, shall have the meanings ascribed to them below except where the context clearly indicates a different meaning:

"Act" shall mean 2006 *Ala. Acts* 300, as the same may hereafter be altered or amended from time to time.

"All Other Housing" means residential housing units and/or structures other than single-family residential structures, and includes, without limitation, duplexes, triplexes, apartments, condominiums and other multi-family developments.

"Applicant" shall mean any person or entity making an application for a Building Permit with the City.

"Benefit Area" means one or more areas as defined herein which are used to calculate the costs and expenses relative to the Governmental Infrastructure needs created by a particular type of New Development.

"Building Department" means the City's Building and Inspection Department.

"Building Permit" means a document issued by the City authorizing construction of new buildings and/or improvements within the City's corporate limits.

"Business Park" means a cluster of associated businesses, usually in a campus setting, typically consisting of the use of buildings for the administration of business, professional firms and other organizations.

"Calculate" means to determine the amount of the Impact Fees assessed against a particular New Development in accordance with the terms and conditions of this Ordinance and the Act.

"City" means the City of Fairhope, Alabama.

"Com/Shop Ctr" means a building or series of buildings in which retail and/or wholesale sales and services will be delivered to the public.

"Estimated Fair and Reasonable Market Value" shall have the meaning ascribed to such term in Section 5(a)(2) of the Act.

“Fire” means a Benefit Area for (i) the construction, development and/or improvement of fire stations, (ii) the acquisition of fire fighting vehicles, and (iii) the acquisition of firefighting apparatus, and (iv) the fire component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

“Governmental Infrastructure” shall have the meaning ascribed to such term in the Act.

“Impact Fee” shall have the meaning ascribed to such term in the Act.

“Impact Fee Account” means a special interest-bearing account of the City established by the City at a banking institution whose deposits are insured by the Federal Deposit Insurance Corporation.

“Impact Fee Committee” means a committee chaired by the Mayor and comprised of the Mayor, the City Treasurer, the City Planning Director, the City Public Works Director and the City’s director of Parks and Recreation.

“Impact Fee Schedule” means the schedule of fees adopted by the Council setting the base fee amount for each Benefit Area and the total Impact Fee for each type of New Development, which schedule is attached hereto as Exhibit “A” and which is incorporated herein by reference.

“Light Industrial” means facilities used for the manufacturing or assembly of products to their final form. These uses could be enclosed or could have outside storage of equipment, materials or merchandise. In addition to the actual production of goods, industrial facilities generally also have incidental office, warehouse and associated functions.

“Lodging” means a building or group of buildings having five (5) or more guest rooms under a common or individual ownership and single management. These buildings are designed to give, for a fee, transient guests sleeping accommodations and may include, as incidental uses, restaurants, cafes, lounges or other guest services. These buildings typically, but do not necessarily have to, have an inner lobby and furnish a room cleaning service for their paying customers.

“Manufacturing” means a building or series of buildings for businesses engaged in economic activity involving construction, production, processing, transformation, warehousing, wholesale, and disposal of goods, products and component parts of goods and products, including related services.

“New Development” shall mean the subdivision of land, the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; any use of the extension of the use of land; any of which increases the demand on governmental infrastructure.

“Nonresidential Development Project” means all New Development in the City other than Residential Development Projects, and shall include, without limitation, any New Development project consisting of one or any combination of Comm/Shop Ctr, Office/Inst, Business Park, Light Industrial, Warehousing, Manufacturing and Lodging.

“Occupancy classification” means the intended use and of a structure or tenant spaces within a structure as defined by the International Building Code.

“Office/Inst” means a building used for professional, administrative, financial, clerical and similar uses. This definition includes, without limitation, institutional uses such as churches, schools, hospitals, libraries, clubs, police and fire stations and other public buildings.

“Parks and Recreation” means a Benefit Area for (i) the acquisition of new public park lands, (ii) the construction, development and/or improvement of public recreational facilities, (iii) the construction, development and/or improvement of public park amenities, (iv) the acquisition of new park vehicles, and (v) the parks and recreation component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

“Police” means a Benefit Area for (i) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its justice center, (ii) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its animal shelter, (iii) the acquisition of police vehicles, and (iv) the acquisition of police-related apparatus and equipment, and (iv) the police component of the Study and/or any other impact fee study obtained by the City in connection with the imposition of Impact Fees.

“Residential Development Project” means any New Development in the City undertaken with respect to a Single-Family development and/or an All Other Housing development.

“Single Family” means a detached residential dwelling unit designed for and occupied by one family as a home.

“Transportation” means a Benefit Area for the cost of intersection improvements made to address additional demand generated by New Development.

“Warehousing” means the storage of materials, but may also include incidental office and maintenance areas.

Section 5. Imposition of Impact Fees. The City hereby imposes an Impact Fee in accordance with the Impact Fee Schedule against all New Development constructed within the City’s corporate limits, subject to any limitations on the amount of the Impact Fee set forth in the Act. In the event any appraisal process is commenced in accordance with the Act, the City shall be responsible for the cost of any appraisal required by the City, and the City and the Applicant shall share equally in the cost of any appraisal obtained at the request of both the City and the Applicant. This Ordinance and/or the Impact Fee Schedule may be amended at any time hereafter and from time to time by the Council in accordance with the procedure set forth in the Act for the adoption of an Impact Fee. The Impact Fee shall be collected and administered as hereinafter provided.

Section 6. Calculation and Collection of Impact Fees. Impact Fees may be imposed only on New Development and subject to any limitations on the imposition and collection thereof in the Act. Impact Fees shall be Calculated and collected by the Building Department prior to the issuance of a Building Permit for New Development and in accordance with the Impact Fee Schedule. Except as is hereafter provided in Section 15 hereof, all Impact Fees shall be paid by an Applicant to the City in cash or other immediately available funds.

Section 7. No Additional Capacity. No Impact Fee may be assessed for or expended upon the construction, improvement, operation or maintenance of any Governmental Infrastructure that does not create additional capacity for use by the general public. The following shall be exempt from the payment of impact fees:

- A. Alteration or expansion of an existing dwelling unit which does not result in any additional dwelling units or increase in the number of families for which such dwelling unit is arranged, designed or intended to accommodate for the purposes of living quarters.
- B. The replacement of a building or dwelling unit where no additional square footage or dwelling units are created and when the existing and replacement or dwelling unit are located on the same lot. To be eligible for this exemption, official evidence such as, but not limited to, aerial photos, Revenue Commission property appraiser data, or building permit data must be provided that confirms a building of equivalent use existed within the parcel boundaries in which the replacement structure is to be located.

Section 8. Change in Size and Use. An impact fee shall be imposed and calculated for alteration, expansion or replacement of a building if the alteration, expansion or replacement of a building results in a use that it is determined to generate greater impact than the present under the applicable fee rate schedule. Impact fee shall be calculated as follows:

- A. If the impact fee is based on a per dwelling unit method, the impact fee shall be the amount due under the applicable impact fee rate schedule, less the calculated impact fee applicable prior to the alteration, expansion or replacement.
- B. If the impact fee is based on the square footage method, the impact fee due for the increased square footage shall be calculated by determine the impact fee due according to the square footage resulting from the alteration, expansion or replacement, less the impact fee that would have been imposed for the original square footage prior to the alteration, expansion or replacement.
- C. All single family residential fees in the fee schedule are based on an assumed 3-bedroom home. If the replacement structure has an increase in the number of bedrooms or sleeping rooms as defined by the City of Fairhope Building Code Supplement, any partial impact fee will be calculated on a percentage basis based on the increased number of sleeping rooms within the structure.
- D. If a building is demolished in preparation of a new structure, a pre-demolition inspection will be performed to determine the number of sleeping rooms in the existing structure to establish the baseline for the calculation of any partial impact fee imposed.
- E. All changes in use or Occupancy classification as defined by the International Building Code will be subject to full impact fees.

Section 9. Nature of Impact Fee. An Impact Fee is both a personal liability of the Applicant and a lien upon the real property upon which the New Development is to be constructed and/or improved. Said lien may be foreclosed upon in accordance with the procedure for the foreclosure of real estate mortgages in the State of Alabama.

Section 10. Refund of Impact Fee. Except as is specifically required by the Act, Impact Fees are not refundable, unless the applicable Building Permit is voided in writing by the Applicant and no construction or construction-related activities have taken place. In the event a refund is made pursuant to the foregoing sentence, a processing fee of five hundred and no/100 dollars (\$500.00) shall be withheld by the City from any such refund.

Section 11. Impact Fee Accounts. The funds collected pursuant to this Ordinance shall be deposited into the Impact Fee Account. The funds of the Impact Fee Account shall not be commingled with other funds of the City. The City shall separately account for fees collected for the Benefit Areas of Parks and Recreation, Fire, Police and Transportation. In the event that less than the full Impact Fee is assessed for any reason, including, without limitation, any cap on such fee contained in the Act, said partial Impact Fee shall be allocated to the applicable Benefit Areas in the same proportion as the full Impact Fee would be allocated to and among the applicable Benefit Areas.

Section 12. Use of Impact Fees. Impact Fees may be expended only for the Benefit Area for which they were imposed, calculated, and collected and according to the time limits and procedures established in this Ordinance and the Act, if any. All impact fees collected for a Benefit Area must be spent in that Benefit Area. Impact Fees generated by this Ordinance may be used for any purpose permitted by the Act.

Section 13. Time Limitations on Use of Impact Fees. The City shall expend or contract for the expenditure of all Impact Fees collected in accordance with this Ordinance within any time periods set forth in the Act; provided, however, that in the event the Act does not impose any limitation on the timing of the expenditure of Impact Fees, then the City shall have no obligation to expend any Impact Fees within any specific period of time. In the event it becomes necessary for the City to refund any Impact Fees due to the failure to expend or contract for the expenditure of such Impact Fees within a given period of time as required by the Act, the City shall refund such Impact Fees to the Applicant who paid such Impact Fees. Notwithstanding anything contained herein to the contrary, no party entitled to a refund of any Impact Fee hereunder shall be entitled to any interest on said refunded Impact Fee.

Section 14. Appeals. In the event the Building Department and an Applicant are unable to agree upon the Estimated Fair and Reasonable Value following the appraisal process set forth in Section 5(a)(2) of the Act, the Applicant against which an Impact Fee has been assessed may pay the Impact Fee as Calculated by the Building Department and preserve the right to appeal the amount of the Impact Fee by submitting with payment a written statement that payment is made "under protest" or that includes other language that would notify a reasonable person that the Applicant intends to preserve its right of appeal. Any Applicant intending to appeal the Calculation of an Impact Fee must file said appeal in writing with the City Clerk of the City within thirty (30) days of the last to occur of the Calculation of the Impact Fee by the Building Department and the payment of the Impact Fee by the Applicant to the City. In the written appeal provided to the City Clerk by the Applicant, the Applicant shall set forth enough detail to allow the City to reasonably determine the basis for the Applicant's appeal. All appeals of Impact Fee assessments shall be heard by the Council at a regularly held meeting of the Council within thirty (30) days of the date of the filing of the notice of appeal by the Applicant with the City Clerk. At such appeal hearing, the Applicant and the City shall have the right to present evidence relative to the establishment of the Estimated Fair and Reasonable Market Value of a New Development. In making such presentations, each of the Applicant and the City shall be limited to fifteen (15) minutes for the presentation of such evidence. Thereafter, a majority decision by the Council shall be required to overturn the decision of the Building Department with regard to the Calculation of the applicable Impact Fee.

Section 15. Review of Impact Fee Structure. The Impact Fee Committee shall report at least once every three (3) years to the Council with:

- (A) recommendations, if any, for amendments to this Ordinance;
- (B) proposals identifying capital improvements to be funded in whole or in part by the Impact Fees collected pursuant to this Ordinance;
- (C) proposals for changes to the Impact Fee Schedule.

In connection with the foregoing, the Impact Fee Committee is hereby authorized to engage such consultants as it deems reasonably necessary to prepare additional impact fee studies for purposes of arriving at an appropriate and reasonable impact fee rate structure.

Section 16. Credits. An Applicant who offers to dedicate land or otherwise provide or provide for the funding of Governmental Infrastructure may be eligible for a credit for such contribution against the Impact Fee otherwise due for that Benefit Area. In the event an Applicant desires to obtain a credit in accordance with the foregoing, the Applicant shall submit its proposal for a credit in writing to the Building Department. To the extent the City prepares forms for the credit process, the Applicant shall make its submittal on said City provided forms.

Thereafter, the Building Department shall transmit said proposal to the Impact Fee Committee. The Impact Fee Committee shall make written findings with regard to (a) the value of the Applicant's proposed contribution; (b) whether the proposed contribution meets capital improvement needs for which the particular Impact Fee has been imposed; and (c) whether the proposed contribution will substitute or otherwise reduce the need for Governmental Infrastructure anticipated to be provided with Impact Fees otherwise assessable against the Applicant.

The Impact Fee Committee shall transmit said written findings to the Council along with a recommendation for whether to accept or decline the Applicant's offer. The Council shall make the final determination as to whether to accept the Applicant's proposed contribution; provided, however, that in no event shall the credit given to any such Applicant exceed the amount of the otherwise applicable Impact Fee.

Section 17. Recovery of Public Hearing Costs. Any costs incurred by the City (a) in preparing for and conducting any public hearing required by the Act and (b) in connection with the Study or any similar study hereafter conducted may be recovered as a part of the Impact Fees assessed and collected in accordance with this Ordinance.

Section 18. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-exemption shall not affect the validity of the remaining portions of this Ordinance or its application to other persons or circumstances.

Section 19. Effective Date. This Ordinance shall be effective from and after its adoption by the Council.

ADOPTED THIS THE 13TH DAY OF AUGUST, 2018


Karin Wilson, Mayor

Attest:


Lisa A. Hanks, MMC
City Clerk

Ord. No. 1625 Published in
FAIRHOPE COURIER
on Wednesday, August 29, 2018
 City Clerk

EXHIBIT “A”
Impact Fee Schedule

Residential - Per Housing Unit (Occupancy classifications R-2, R-3, and R-4)					
	Fire	Police	Parks and Rec	Transportation	Total
Single Family (R-3)	\$879	\$742	\$2,998	\$1,211	\$5,830
Percentage allocation	15%	12.80%	51.40%	20.80%	1% max
Multi Family (R-2, R-4)	\$600	\$506	\$2,044	\$563	\$3,713
Percentage allocation	16.20%	13.70%	55%	15.10%	1% max
Non-Residential - Per 1,000 square feet of floor area (Occupancy classifications A, B, E, F, H, I, M, S, U)					
	Fire	Police	Parks and Rec	Transportation	Total
Commercial / retail (A, M)	\$1,467	\$1,195	\$0	\$2,826	\$5,488
Percentage allocation	26.70%	21.80%	0%	51.50%	1% max
Industrial (F, H, S, U)	\$292	\$238	\$0	\$562	\$1,092
Percentage allocation	26.70%	21.80%	0%	51.50%	1% max
Office / Institutional (B, I, E)	\$574	\$467	\$0	\$1,104	\$2,145
Percentage allocation	26.70%	21.80%	0%	51.50%	1% max
Non-Residential - Per room (Occupancy classification R-1)					
	Fire	Police	Parks and Rec	Transportation	Total
Lodging (R-1)	\$197	\$161	\$1,932	\$379	\$2,669
Percentage allocation	7.50%	6%	72.50%	14%	1% max



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-886

FROM:	Paige Crawford, DIRECTOR OF COMMUNITY AFFAIRS
SUBJECT:	To protect the Public Health, Safety and Welfare by providing Policy and Procedure for Park Usage within the City of Fairhope.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council adopts an Ordinance Repealing and Replacing Ordinance No. 1575 to protect the Public Health, Safety and Welfare by providing Policy and Procedure for Park Usage within the City of Fairhope.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>

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):

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1575
TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY
PROVIDING POLICY AND PROCEDURE FOR PARK USAGE
WITHIN THE CITY OF FAIRHOPE.**

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

POLICY AND PROCEDURE FOR PARK USAGE ORDINANCE

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to reserve outdoor facilities at Fairhope's bay front parks and bluffs and to establish a fee structure for such use to partially defray the cost of administering these services and the additional costs and expenses to maintain these parks. A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city parks. Any violation may result in additional fees.

This policy is applicable to all public parks listed below:

Fairhope Beach Pavilion (North Beach Road)

Henry George Park (Bluff above fire hall)

Park on South End of Pier (South Park)

PERMITTED USE

Only one event per day will be scheduled in each park. Organizations/Individuals may only request a park rental two times per calendar year. Only the following uses and activities are permitted in City parks:

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.
2. Weddings, catered receptions, banquets, and memorial services. Receptions or banquets will only be allowed in the pavilion.
3. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnic, artistic, biographical or seasonal theme. Food may be offered in conjunction with a festival when sponsored by a non-profit organization or public agency in compliance with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department.

SUBLETTING

The Renter shall not assign, sublease, underlet, part with the possession of or transfer the Premises or any part thereof or any interest therein or permit or suffer any arrangement or transaction whereby any person, entity or vendor who is not a party to this Rental Agreement obtains the use, possession, occupation or enjoyment of the Premises or any part thereof irrespective of whether any rental or other consideration is given therefor. The Rental Agreement created hereby shall be personal to the individual or entity named in this lease only.

RESERVATIONS

Reservations are on a first come, first served basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required prior to booking. The dates requested cannot be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details and/or special requests must be submitted in writing at least 8 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the City Personnel and/or his/her designee not less than 60 days prior to the event. Fee refunds will be made, by check, 20% handling charge. No fee refunds will be made for cancellations made within 60 days of the event or due to inclement weather.

PERMIT FEES

The permit fee is \$200.00 for residents (who live inside the City Limits) and \$300.00 for non-residents for the first 4 hours and \$100.00 for each additional hour. The permit fee must be paid in advance and is non-refundable. This includes set-up, event, and take-down.

If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

Other fees may apply for personnel and damage to property.

ALCOHOLIC BEVERAGES

Alcoholic beverages are not permitted in public parks.

INSURANCE REQUIREMENTS

Any group or individual using a public park must sign an indemnity and hold harmless agreement and obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public or tickets/money/donations exchanged, and/or alcohol on the premises.

A certificate of insurance evidencing the minimum requirements must be provided to and accepted by the City of Fairhope, not less than thirty days before the date of the requested event on the application.

Commercial General Liability Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property Damage) combined as follows:

Each occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

Coverage to include:
Premises and operations
Personal injury and Advertising Injury
Products/completed operations
Independent Contractors
Blanket Contractual Liability
Broad Form Property Damage

SECURITY FEES

The City of Fairhope Police Chief and/or his/her designee will determine if Law Enforcement Personnel must be provided for each event. The fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required.

Law Enforcement Personnel are responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control, preventing vehicular traffic in the parks, and any alcohol related issues.

VEHICULAR TRAFFIC

Absolutely no vehicular traffic is permitted on the lawn or sidewalks of our parks. This includes unloading and reloading supplies. It is the responsibility of the event organizer and security to ensure this policy is followed through. Any damage to lawns or sidewalks may result in a fine to cover the cost of repairs.

Vehicles loading or unloading cannot block any entry way or sidewalks.

Foods Trucks are prohibited in park areas that are designated under this Ordinance.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by Law Enforcement Personnel and/or the City of Fairhope Police Department. Please refer to Ordinance No. 1401 and 1424 (or Sections 12-3 through 12-5.3 of the City of Fairhope Code of Ordinances) regarding additional questions about noise.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events. Deposits and all permit fees must be paid in advance.

Set-up for events cannot begin before 7:00 a.m. Events involving entertainment or sound equipment must end by 9:00 p.m. Breakdown and clean-up must end by 10:00 p.m.

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycling containers may be requested prior to the event. All grease and charcoal must be disposed of properly.

At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff.

TENTS/STAGING

All tent and staging placement must be approved by City Personnel. Tents must be sandbagged or secured with water barrels; no stakes will be allowed due to underground utility lines.

Inflatables are prohibited.

Tents and other decorations and equipment must be placed on the day of the event and not before. They must be taken down immediately following the event.

RESTROOMS

Restroom facilities are not located in all of our parks. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Personnel.

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.

All rentals and events shall not violate any Federal, State or Local law, including but not limited to the Code of Alabama, Section 13A-6-68 and Section 13A-12-130.

EFFECTIVE DATE

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

ADOPTED THIS THE 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk.

ADOPTED THIS THE 19TH DAY OF DECEMBER, 2024

Sherry Sullivan, Mayor

ORDINANCE NO. 1575

AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1438 AND ORDINANCE NO. 1488 TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY PROVIDING POLICY AND PROCEDURE FOR PARK USAGE WITHIN THE CITY OF FAIRHOPE.

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

POLICY AND PROCEDURE FOR PARK USAGE ORDINANCE

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to reserve outdoor facilities at Fairhope's bay front parks and bluffs and to establish a fee structure for such use to partially defray the cost of administering these services and the additional costs and expenses to maintain these parks. A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city parks. Any violation may result in additional fees.

This policy is applicable to all public parks listed below:

Fairhope Beach Pavilion

Henry George Park (park on bluff above fire hall)

Park on South End of Pier

PERMITTED USE

Only one event per day will be scheduled in each park. Only the following uses and activities are permitted in City parks:

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.
2. Weddings, catered receptions, banquets, and memorial services. Receptions or banquets will only be allowed in the pavilion.
3. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnical, artistic, biographical or seasonal theme. Food may be offered in conjunction with a festival when sponsored by a non-profit organization or public agency in compliance with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department.

RESERVATIONS

Reservations are on a first come, first served basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required prior to booking. The dates requested can not be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details and/or special requests must be submitted in writing at least 8 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Event Coordinator and/or his/her designee not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event or due to inclement weather.

PERMIT FEES

The permit fee is \$150 for the first 4 hours and \$75 for each additional hour. This includes set-up, event, and take-down.

If electrical/water services are required, a one-time fee of \$50 will be charged. If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

Other fees may apply for personnel and damage to property.

ALCOHOLIC BEVERAGES

Alcoholic beverages are not permitted in public parks.

INSURANCE REQUIREMENTS

Any group or individual using a public park must sign an indemnity and hold harmless agreement or obtain a special event insurance policy.

SECURITY FEES

The City of Fairhope Police Chief and/or his/her designee will determine if Law Enforcement Personnel must be provided for each event. The fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required.

Law Enforcement Personnel are responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control, preventing vehicular traffic in the parks, and any alcohol related issues.

VEHICULAR TRAFFIC

Absolutely no vehicular traffic is permitted on the lawn or sidewalks of our parks. This includes unloading and reloading supplies. It is the responsibility of the event organizer and security to ensure this policy is followed through. Any damage to lawns or sidewalks may result in a fine to cover the cost of repairs.

Vehicles loading or unloading cannot block any entry way or sidewalks.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by Law Enforcement Personnel and/or the City of Fairhope Police Dept. Please refer to Ordinance No. 1401 and 1424 (or Sections 12-3 through 12-5.3 of the City of Fairhope Code of Ordinances) regarding additional questions about noise.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events with less than 50 participants. For events with 50 or more participants, the clean-up deposit will be \$1,000.00. Deposits and all permit fees must be paid in advance. The refundable clean-up deposit will be held until after the event.

Set-up for events cannot begin before 7:00 a.m. Events involving entertainment or sound equipment must end by 9:00 p.m. Breakdown and clean-up must end by 10:00 p.m.

Ordinance No. 1575

Page 3

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycle containers may be requested prior to the event.

All grease and charcoal must be disposed of properly.

At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff.

TENTS/STAGING/INFLATABLES

All tent and staging placement must be approved by your City of Fairhope Event Coordinator and/or his/her designee. Tents must be sandbagged; no stakes will be allowed due to underground utility lines.

Inflatables are the responsibility of the Renter and will require insurance. They must be monitored at all times and are never to be left unattended.

Tents, inflatables, and other decorations and equipment must be placed on the day of the event and not before. They must be taken down immediately following the event.

RESTROOMS

Restroom facilities are not located in all of our parks. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Public Works Dept. or your Site Coordinator.

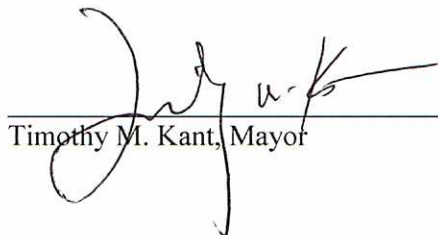
SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS THE 9TH DAY OF MAY, 2016



Timothy M. Kant, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

Ord. No. 1575 Published in
FAIRHOPE COURIER
on Friday, May 20, 2016
Lisa A. Hanks City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-861

FROM:	Lisa Hanks, CITY CLERK
SUBJECT:	2025 Regular City Council Meetings
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council approves the 2025 Regular City Council Meetings.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

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

2025 Regular City Council Meetings

Fairhope Municipal Complex Council Chamber

located at 161 North Section Street

6:00 p.m. on Second and Fourth Mondays or Noted below!

Months	Regular Date	Rescheduled	Reason
January	1/13/2025		
January	1/27/2025		
February	2/10/2025		
February	2/24/2025	2/20/2024	Electric Cities of Ala. Feb 24 - Feb 26
March	3/10/2025		
March	3/24/2025		
April	4/14/2025		
April	4/28/2025		
May	5/12/2025	5/8/2025	Alabama League May 13-16
May	5/26/2025	5/27/2025	Memorial Day - 26
June	6/9/2025		
June	6/23/2025		
July	7/14/2025		
July	7/28/2025		
August	8/11/2025		
August	8/25/2025		
September	9/8/2025		
September	9/22/2025		
October	10/13/2025		
October	10/27/2025		
November	11/3/2025	Organizational Meeting	
November	11/10/2025		
November	11/24/2025		Thanksgiving Week
December	12/8/2025		
December	12/22/2025	12/18/2025 at 2:00 p.m.	Christmas Holidays - 24-25



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-887

FROM:	Paige Crawford, DIRECTOR OF COMMUNITY AFFAIRS
SUBJECT:	Setting forth the Rules and Regulations for the Operation of the Fairhope Municipal Civic Center Complex located at 161 N. Section Street, Fairhope, Alabama as amended.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council adopts Resolution to Repeal and Replace Resolution No. 3039-18 setting forth the Rules and Regulations for the Operation of the Fairhope Municipal Civic Center.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>

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):

RESOLUTION NO. ____

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 3039-18
SETTING FORTH THE RULES AND REGULATIONS FOR THE
OPERATION OF THE FAIRHOPE MUNICIPAL CIVIC CENTER COMPLEX
LOCATED AT 161 N. SECTION STREET, FAIRHOPE, ALABAMA**

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

I. The facilities located in the Municipal Civic Center Complex, namely the Main Auditorium, the Lobby, the Council Chambers (Municipal Court), Delchamps Suites, and the Kitchen will be regulated as outlined herein.

II. **RESERVATIONS**

a. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.

b. Persons or groups wishing to reserve one or more of the facilities must complete, date, and sign an Application for Use of Fairhope Civic Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, agree to Resolution No . 3039-18, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located at the Fairhope Civic Center. No reservations will be confirmed or booked until the deposit is paid.

c. Persons or groups using one or more of the facilities must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public, where tickets are sold, and/or alcohol is on the premises.

1. A mandatory Certificate of Liability Insurance policy showing the minimum requirements must be provided to and accepted by the City, at least seven days prior to the submitted rental date. The insurance policy naming the City of Fairhope as additional insured for any event open to the public or where tickets/money/donations are exchanged.

2. Special Event Insurance Policy coverage and minimums:

Commercial General Liability

Coverage on an Occurrence from with a combined single limit of (Bodily Injury and Property Damage combined as follows:

Each occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operation Aggregate	\$2,000,000
General Aggregate	\$2,000,000

3. Coverages to include:

Premises and operations
Personal injury and Advertising Injury
Products/completed operations.
Independent Contractors
Blanket Contractual Liability
Broad Form Property Damage

- d. Cancellations or date changes must be in writing and signed by the application holder and must be given to and accepted by the Facilities Management office at the Fairhope Civic Center not less than sixty (60) days prior to the event for any refund to be given. Fee refunds will be made by check, less a 20% handling charge. No refunds will be made for cancellations made within (60) days of the event.
- e. Groups that have events that occur annually and have rented the auditorium for at least five consecutive years shall have the right for advance booking provided that the City receives a completed application(s) and deposit(s) paid at least four months prior to the requested dates.
- 4.. Groups may use the complex facilities for meetings, conventions, dinners, etc., but will not be permitted use the facility on a regular weekly basis.
5. Rental and hourly rates shall be charged consecutively, per day, as follows:

Auditorium \$585.00 for residents (who live inside the City Limits) and \$700.00 for non-residents Monday - Friday 8:00a.m. - 5:00p.m.

\$585.00 (residents) and \$700.00 (non-residents) + \$50.00 per hour after 5:00p.m. and anytime during the weekend.

Lobby	\$175.00
Council Chambers	\$150.00
Delchamps Room 1	\$150.00
Delchamps Room 2	\$100.00

- a. **An hourly rate of \$50.00 per hour will be charged for each consecutive hour of use after 5:00 p.m. on weekdays and anytime on the weekends from the time the first person arrives until the last person leaves. This hourly charge will be \$125.00 per hour on recognized City holidays.**
- b. Rentals at the Fairhope Municipal Complex will not be permitted after 12:00 a.m. Event breakdown and clean-up (at minimum) should start at least one hour prior to the 12:00 a.m. closing time. Cleanup and equipment/decoration removal should be properly estimated and planned before renting the facility. Mardi Gras and City sponsored events are excluded from this policy.

6. The Main Auditorium rental fee includes tables, chairs, and a one-time set-up. An extra setup fee of \$150.00 will be applied for any changes to the event set up, before or during an event. Only Civic Center employees are allowed to move or reset Civic Center property.
7. Other Equipment and Incidental Fees
 - a.

Commercial Kitchen	\$150.00
Stage Runway with lights and stairs	\$200.00
Dressing Rooms – Stage L/R	\$75.00 per room
Projector and Screen (stage broadcast)	\$75.00
Scissor Lift	\$100.00 per hour
Portable Bar	\$75.00
Mandatory Cleaning Fee	\$200.00 min. fee/\$50.00 per hour in excess of 4 hours
Stanchions and Coat Racks	\$50.00 per (5) units
Parking Lot Tent Permit Fee	\$125.00 per tent
A/V Package – Set-/test sound lights of podium/microphone, sound mixer, clear-com headsets, CD player, stage lights and light board, stage monitors, up to five microphones.	\$200.00
8. The Fairhope Public Schools and Thomas Hospital may use the Fairhope Civic Center provided it has not been booked. See Resolution No. 4871-23 or Resolution adopted for the present fiscal year and Ordinance No. 1486.
9. The City of Fairhope, its departments and agencies, and City sponsored functions shall be exempt from rental fees provided the functions will improve the skills, finances, or betterment of the sponsoring department or portray the City of Fairhope in the best light for the good and benefit of the citizens of Fairhope. This does not relieve the said departments from clean-up and security responsibilities.

III. RULES AND REGULATIONS

1. The number of Auditorium seats is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code. Fire and exit lanes will always be open. Chairs will not be disconnected and moved into aisles.
2. Access to the building must be arranged with Facilities Management.
3. Persons or groups renting the Fairhope Civic Center shall have priority of the parking spaces during normal operating hours with exception of the spaces required by City Hall and the University of South Alabama College of Nursing.

4. Law Enforcement Personnel must be scheduled through the Fairhope Police Department and be present during the entire event. Events requiring Law Enforcement Personnel include any event where alcohol is present or any function at which security is deemed necessary by the City of Fairhope.
5. Facilities Management will be the final authority regarding decorations:
 - a. Decorations must be placed on the day of the event. No equipment or materials will be allowed to be placed prior to the day and time of use unless approved by Facilities Management.
 - b. No painting will be permitted inside or outside the facility.
 - c. All decorations are to be free-standing or approved by Facilities Management. No nails, tacks, brackets, or self-adhesive tape will be allowed on or in the walls, ceilings, floors, windows, or any material that will deface, mark, or cause damage.
 - d. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels), or the like will be thrown or used for decoration inside or outside the facility. Wedding sendoff items/throws must be approved by Facilities Management. All candles must be self-contained, battery candles preferred. If any of these are found on the floor, there will be additional clean-up/damage fees.
 - e. All decorations, personal equipment, supplies, and other materials must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups may be left in place, ONLY if prior arrangements are made with and APPROVED by Facilities Management.
6. In order to maintain health standards as required by state and county regulations, all users of the kitchen must comply with Alabama Department of Health guidelines.
 - a. The kitchen, along with its appliances and equipment, will be used only in conjunction with the rental of the Auditorium or by City Personnel.
 - b. Alcohol must be served by a bartender or caterer. If a cash bar is used, alcohol is sold, renter/caterer must show proof of proper ABC licensure.
 - c. The renter must use a licensed catering service, with a current business license and health permit, for the event. The renter and/or caterer serving food/drink will furnish pots, pans, trays, plates, saucers, cups serving dishes, glasses, and silverware all of which will be washed before use.
 - d. All equipment, including utility carts, coffee, and tea urns, will be cleaned after use.

- e. All appliances including stoves, ovens, microwaves, refrigerators, sinks, work areas, utility carts, and slicing equipment will be cleaned after use.
 - f. Grease shall be disposed of properly by the renter or caterer.
 - g. It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and sanitized. Facilities Management can provide a detailed list of responsibilities.
7. No food or drink will be allowed in the Sound Room or the Council Chambers.
8. Garbage and Debris:
- a. All loose debris, including cups, plates, and napkins must be removed from tables and the floor swept of debris.
 - b. All garbage and debris will be removed from the building by the renter as needed during and at the close of the function.
 - c. All garbage bags must be tied and placed in the garbage containers provided, behind the kitchen area, outside of the facility.
 - d. The city will not clean up debris left by a decorating group. All debris is to be hauled off by the renter.
9. Permission from Facilities Management will be required for any person or group to bring into the building and use an appliance with special power requirements or cooking apparatus other than that provided by the Civic Center.
10. Stage light settings will be accomplished by auditorium users, and, when function is over, stage lights must be reset for general use. All step ladders will be returned to the original storage place after use, or the renter will be assessed extra fees.
11. The only persons allowed in the sound equipment room upstairs will be the persons in charge of the activity and persons required to operate sound and light systems.
12. The piano will remain on stage at all times. Nothing will be placed or stored in or on this instrument.
13. If children are present during the function, they must be supervised at all times. Any damaged or broken items will be the renter's financial responsibility as determined by the City of Fairhope.
14. All personal equipment, supplies, decorations, and other materials will be removed at the close of the activity.

15. No City property or inventory items, such as chairs, tables, podiums, movie projectors, screens, kitchen utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to be removed from the premises under any condition.
16. All groups and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. Anything brought in by the renter and/or caterer must be removed by the renter and/or caterer. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. Facilities Management will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether additional clean-up fees will be charged. An additional clean-up fee at the rate of \$50.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.
17. Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and carpet and/or tile restoration (e.g., dragging coolers and other heavy equipment across the floors).
18. The Fairhope Municipal Civic Center Complex is a smoke-free facility. In compliance with City Ordinance No. 1311, "smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means." No smoking, use of other tobacco products, e-cigarettes, vaping, or other forms of smokeless tobacco are permitted in City facilities. It is the renter's responsibility to ensure that all of those present at the function are made aware of and adhere to this Ordinance.
19. All rentals and events shall not violate any Federal, State or Local law, including but not limited to the Code of Alabama, Section 13A-6-68 and Section 13A-12-130.

The City Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

ADOPTED THIS 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 3039-18

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 1408-07
SETTING FORTH THE RULES AND REGULATIONS FOR THE
OPERATION OF THE FAIRHOPE MUNICIPAL CIVIC CENTER COMPLEX
LOCATED AT 161 N. SECTION STREET, FAIRHOPE, ALABAMA**

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

- I. The facilities located in the Municipal Civic Center Complex, namely the Main Auditorium, the Lobby, the Council Chambers (Municipal Court), the Storeroom, and the Delchamps Suites will be regulated as outlined herein.
- II. RESERVATIONS
 1. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.
 2. Persons or groups wishing to reserve one or more of the facilities must complete, date, and sign an Application for Use of Fairhope Civic Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located at the Fairhope Civic Center. No reservations will be confirmed until the deposit is paid.
 3. Persons or groups using one or more of the facilities must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public, tickets are sold, and/or alcohol is on the premises.
 4. Cancellations or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Banquet Manager at the Fairhope Civic Center not less than thirty (30) days prior to the event for any refund to be given. Fee refunds will be made by check, less a \$10.00 or 20% handling charge, whichever is greater. No refunds will be made for cancellations made within 30 days of the event.
 5. Groups that have events that occur annually and have rented the auditorium for at least five consecutive years shall have the right for advance booking provided that the City receives a completed application(s) and deposit(s) paid prior to the requested dates.
 6. Religious groups may use the complex facilities for meetings, conventions, dinners, etc., but will not be permitted use of any part of the facility as a permanent sanctuary on a regular Sunday or weekday basis.

7. Rental rates shall be per day as follows:
- a.

Main Auditorium	\$585.00 - (8:00 a.m. – 5:00 p.m.) \$50.00 per hour after 5:00 p.m.
Lobby	\$150.00
Storeroom:	\$150.00
Council Chambers	\$125.00
Delchamps Room 1	\$125.00
Delchamps Room 2	\$75.00
 - b. An hourly rate of \$50.00 per hour will be charged for each consecutive hour of use after 5:00 p.m. on weekdays and all day on weekends from the time the first person arrives until the last person leaves. This hourly charge will be \$100.00 per hour on recognized City holidays.
8. The rental fee includes tables, chairs, and a one-time set-up. The Main Auditorium rental fee also includes stage and two dressing rooms. An extra setup fee of \$150.00 will be applied for any changes to the event set up, before or during an event. Only Civic Center employees are allowed to move or reset Civic Center property.
9. Other Rental Rates and Fees:
- a.

Commercial Kitchen	\$125.00
Stage Runway with lights and stairs	\$125.00
Projector and Screen (stage broadcast)	\$50.00
32" TV/VCR/DVD Combo	\$25.00
Scissor Lift	\$50.00 per hour
Portable Bar	\$50.00
Mandatory Cleaning Fee	\$50.00 per hour
Stanchions, Easels, Coat Racks	\$10.00 each
Piano	\$100.00
A/V Tech Fee	\$35.00 per hour
Tent Permit for CC Parking Lot	\$100.00 per tent
A/V Package – Set-up/Breakdown of podium/microphone, sound mixer, clear-com headsets, CD player, stage lights and light board, stage monitors, up to five microphones.	\$200.00

10. From 8:00 a.m. until 5:00 p.m. on regular working days of the City of Fairhope, when it is not being used by a paying group, the Fairhope Civic Center may be used by:
 - a. the Fairhope Public Schools, when the principal requests, in writing, such use and rental fee waiver and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - b. Thomas Hospital, as long as it remains a not for profit community hospital, and the Administrator of the Hospital requests, in writing, such use and rental fee waiver, and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - c. any Fairhope community organization, whether civic or otherwise, which is not a commercial venture for private gain, and pays a membership fee of \$100.00 a year which will allow said member organization use of the facility for free (except for the auditorium) as long as their use will, at the Fairhope Civic Center Banquet Manager's opinion, not interfere with the regular operations of the Fairhope Civic Center. This includes civic groups, churches, or clubs such as coffee clubs, investment groups, interest clubs, etc.
 - d. After 5:00 p.m., the Fairhope Public Schools, Thomas Hospital, or the Baldwin Pops (one weekday evening each week) may use the Fairhope Civic Center with a waiver of rental fees provided it has not been booked by a paying customer.
11. The City of Fairhope, its departments and agencies, and city sponsored functions shall be exempt from rental fees provided the functions will improve the skills, finances, or betterment of the sponsoring department or portray the City of Fairhope in the best light for the good and benefit of the citizens of Fairhope. This does not relieve the said departments from clean-up, and security responsibilities.

III. RULES AND REGULATIONS

1. The number of Auditorium seating is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code. Fire and exit lanes will be open at all times. Chairs will not be disconnected and moved into aisles.
2. Access to the building must be arranged with the Banquet Manager.

3. Persons or groups renting the Main Auditorium, Council Chamber, and/or Delchamps Suites shall have exclusive use of the Civic Center parking lot with exception of the spaces required by City Hall and the University of South Alabama College of Nursing.
4. Law Enforcement Personnel and/or chaperons must be approved by the Fairhope Chief of Police and will be present during entire event. Events requiring Law Enforcement Personnel and/or chaperons include any event open to the public where alcohol is being served, any school function, or any function at which security is deemed necessary by the Banquet Manager.
5. The Banquet Manager will be the final authority regarding decorations:
 - a. Decorations must be placed on the day of the event. No equipment or materials will be allowed to be placed prior to the day and time of use unless approved by the Banquet Manager.
 - b. No painting of any type will be permitted inside the facility.
 - c. All decorations are to be free-standing or approved by the Banquet Manager. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, windows or any material that will deface, mar, or damage a finished surface.
 - d. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels), or the like will be thrown or used for decoration inside or outside the facility. All candles must be self-contained. If any of these is found on the floor there will be additional clean-up/damage fees.
 - e. Only rose petals, lavender, or bells are permitted at the Fairhope Civic Center when the bride and groom are leaving after a reception.
 - f. All decorations must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups may be left in place if prior arrangements are made with and approved by the Banquet Manager.
6. In order to maintain health standards as required by state and county regulations, all users of the kitchen must comply with the following:
 - a. All pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware will be washed before use.

- b. After food serving has been completed, and before leaving the complex, all items listed in 5.a. will be washed and separated (all spoons together, etc.) and stored in proper locations as found prior to use.
 - c. The kitchen, along with its appliances and equipment, will be used only in conjunction with the rental of the Auditorium or by City Personnel.
 - d. Alcohol must be served by a licensed bartender or caterer. If a cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure.
 - e. The renter and/or caterer serving food/drink will furnish own pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware all of which will be washed before use.
 - f. All equipment, including utility carts, coffee and tea urns, will be cleaned after use.
 - g. All appliances including stoves, ovens, microwaves, refrigerators, sinks, work areas, utility carts, and slicing equipment will be cleaned after use.
 - h. Grease shall be disposed of properly by renter or caterer.
 - i. It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and returned back to us as delivered. The Banquet Manager can provide a detailed list of responsibilities.
7. No food or drink will be allowed in the Council Chambers.
8. Garbage and Debris:
- a. All loose debris, including cups, plates, and napkins must be removed from tables and the floor swept of debris.
 - b. All garbage and debris will be removed from the building by the renter as needed during and at the close of the function.
 - c. All garbage bags must be tied and placed in the garbage containers provided outside the facility.
 - d. The City will not clean up debris left by a decorating group. All debris is to be hauled off by the renter.

9. Permission from the Banquet Manager will be required for any person or group to bring into the building and use an appliance with special power requirements.
10. Stage light settings will be accomplished by auditorium users, and, when function is over, light must be reset for general use. Step ladders will be returned to storage place after use.
11. The only persons allowed in the sound equipment room upstairs will be the persons in charge of the activity and persons required to operate sound and light systems. A \$30.00 per hour charge will be required for the use of stage lights and operator.
12. A fee will be charged for use of the piano. The piano will remain on stage at all times. Nothing will be placed or stored in or on this instrument.
13. If children are present during your function, they must be supervised at all times. Any damaged or broken items caused from lack of supervision will be the renter's responsibility.
14. All personal equipment, supplies, decorations, and other materials will be removed at the close of the activity.
15. No inventory items, such as chairs, tables, podiums, movie projectors, screens, kitchen utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to be removed from the premises under any condition.
16. All groups and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. Anything brought in by the renter and/or caterer must be removed by the renter and/or caterer. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. The Banquet Manager will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether or not additional clean-up fees will be charged. An additional clean-up fee at the rate of \$50.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.
17. Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and carpet and/or tile restoration (coolers and other heavy equipment may not be dragged across the floors at the Fairhope Civic Center).

18. The Fairhope Municipal Civic Center Complex is a smoke-free facility. In compliance with City Ordinance No. 1311, “smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means.” It is the renter’s responsibility to ensure that all personnel at their function are made aware of this Ordinance.

The City Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

ADOPTED this 9th day of April, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-852

FROM:	Sherry Sullivan, Mayor
SUBJECT:	A purchase agreement and all closing documents related to the sale of the "Anna T. Jeanes School" Land Property (PPIN 62123 and PPIN 62124) from Baldwin County Board of Education in exchange for the City's payment of one-hundred dollars (\$100.00) and the past and future contributions of approximately \$3.5 million dollars in capital improvements by the City in its recreational and athletic facilities used by the Fairhope feeder pattern schools and students, including but not limited to the construction of the City's track and improvements to the City's Football and Baseball stadium and facilities.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council adopts Resolution to authorize Mayor Sherry Sullivan, on behalf of the City of Fairhope, to execute a purchase agreement and all closing documents related to the sale of the "Anna T. Jeanes School" Land Property (PPIN 62123 and PPIN 62124) from Baldwin County Board of Education.

BACKGROUND INFORMATION:

On October 14, 2024, the City Council adopted Resolution No. 5227-24 to authorize Mayor Sherry Sullivan, on behalf of the City of Fairhope, to send Baldwin County Board of Education a Letter of Intent to purchase the property known as the "Anna T. Jeanes School Property" located at Twin Beech and Section Street, Fairhope, Alabama.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$__	\$__	(\$__)

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):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan, on behalf of the City of Fairhope, to execute a purchase agreement and all closing documents related to the sale of the “Anna T. Jeanes School” Land Property (PPIN 62123 and PPIN 62124) from Baldwin County Board of Education in exchange for the City’s payment of one-hundred dollars (\$100.00) and the past and future contributions of approximately \$3.5 million dollars in capital improvements by the City in its recreational and athletic facilities used by the Fairhope feeder pattern schools and students, including but not limited to the construction of the City’s track and improvements to the City’s Football and Baseball stadium and facilities.

ADOPTED ON THIS 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)

COUNTY OF BALDWIN)

AGREEMENT

WHEREAS, the Baldwin County Board of Education (hereinafter referred to as "BOARD OF EDUCATION"), an agency of the State of Alabama, owns certain real property known as the ANNA T. JEANES SCHOOL (hereinafter referred to as "ANNA T. JEANES SCHOOL") located at 705 Twin Beech Road, Fairhope, in Baldwin County, Alabama, as identified on Exhibit A and more particularly described as: Parcel Number 05-46-04-19-4-000-012.000 and Parcel Number 05-46-04-19-4-000-041.000.

WHEREAS, the City of Fairhope (hereinafter referred to as the "CITY") remains a municipal corporation and honorable governing body located in Baldwin County, Alabama; and

WHEREAS, the BOARD OF EDUCATION no longer has use for the ANNA T. JEANES SCHOOL as the school has been closed to students since approximately 2015; and

WHEREAS, the BOARD OF EDUCATION no longer has an educational need for the ANNA T. JEANES SCHOOL; and

WHEREAS, the CITY has indicated a desire to use the ANNA T. JEANES SCHOOL to serve the needs of the local community and to be used for public purposes, including but not limited to recreational and educational benefit to the local community; and

WHEREAS, the BOARD OF EDUCATION desires to transfer ownership of the ANNA T. JEANES SCHOOL to the CITY in exchange for the CITY's payment of one-hundred and no/100 dollars (\$100) and the past and future contributions of approximately 3.5 million dollars in capital improvements by the CITY in its recreational and athletic facilities used by the Fairhope feeder pattern schools and students, including but not limited to the construction of the CITY's track and improvements to the CITY's Football and Baseball stadium and facilities; and

WHEREAS, the BOARD OF EDUCATION and the CITY agree that the ANNA T. JEANES SCHOOL will continue to serve a public purpose, including but not limited to community educational and recreational use and enjoyment.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties hereby, do AGREE as follows:

1. The Board of Education shall transfer to the CITY the ANNA T. JEANES SCHOOL by statutory warranty deed conveying fee simple title to the Property in recordable form ("the Deed."). The Deed shall contain a covenant to run with the land that the ANNA T. JEANES SCHOOL property shall not be used for a purpose that does not serve a public and/or educational purpose without the express written consent of the Grantor

("Transfer"). The CITY shall also be responsible for all taxes levied, imposed or assessed after the Transfer and shall be responsible for any real property taxes or assessments resulting from any change or proposed change in the use, classification, or zoning of the ANNA T. JEANES SCHOOL, regardless of when levied or assessed. The provisions of this Section shall survive the Transfer.

2. The CITY acknowledges and accepts that, except as expressly stated herein, the CITY is acquiring the ANNA T. JEANES SCHOOL in the transfer "as is," "where is," "with all faults" condition without any representation or warranty of THE BOARD OF EDUCATION, express, implied, or statutory as to the nature or condition of the ANNA T. JEANES SCHOOL or its fitness for the CITY's intended use of same. The CITY acknowledges that it is familiar with the ANNA T. JEANES SCHOOL and has inspected the ANNA T. JEANES SCHOOL to its satisfaction. The CITY is relying solely on its own, independent inspection, investigation, and analysis of the ANNA T. JEANES SCHOOL as it deems necessary or appropriate in so acquiring the ANNA T. JEANES SCHOOL from the BOARD OF EDUCATION, including, without limitation, an analysis of any and all matters concerning the condition of the ANNA T. JEANES SCHOOL and its suitability for the CITY's intended purposes, and a review of all applicable laws, ordinances, rules, and governmental regulations affecting the development, use, occupancy or enjoyment of the ANNA T. JEANES SCHOOL.
3. The BOARD OF EDUCATION has no notice or knowledge of any threatened, taking or condemnation of the ANNA T. JEANES SCHOOL or any portion thereof, or of any action, litigation, or proceeding by any organization, person or governmental agency affecting the ANNA T. JEANES SCHOOL. Additionally, the BOARD OF EDUCATION has no notice or knowledge of any underground storage tanks, environmental hazard, threatened or endangered species, objects of archaeological significance, or cemeteries or burial sites located on the site that may impact the use by the CITY.
4. Prior to the Transfer, the CITY will obtain a commitment from a title insurer (the "Title Company") for a standard ALTA owner's form title policy insuring good and marketable fee simple title to the ANNA T. JEANES SCHOOL. Closing costs shall be borne by the BOARD OF EDUCATION and the closing of the Transfer should be held no later than February 1, 2025.
5. This Agreement represents the entire terms and conditions of the Agreement between the CITY and the BOARD OF EDUCATION, either express or implied. This Agreement can be amended only by written amendment executed by the CITY and the BOARD OF EDUCATION.
6. This Agreement and the relationship created hereby does not in any manner create, imply, or otherwise vest, any authority in the BOARD OF EDUCATION on behalf of the CITY. Furthermore, this Agreement hereby expressly forbids the creation of an agency relationship or any action that would create or imply that the BOARD OF EDUCATION is an agent of the CITY.

7. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to enforce every provision of this Agreement.
8. The parties hereto acknowledge that each party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments hereto.
9. Nothing in this Agreement may be construed to limit in any way the immunity afforded to the CITY, the BOARD OF EDUCATION, or their officers, employees, agents, or servants pursuant to federal or state constitutional, statutory, or common law. Nothing in this Agreement may be construed to limit any defense available at law or in equity to the CITY, the BOARD OF EDUCATION, or their officers, employees, agents, or servants.
10. In the event that any of the provisions, or portions thereof, of this Agreement shall be held void or unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or portions thereof, shall not be affected thereby.
11. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Alabama.

IN WITNESS WHEREOF, the parties, by and through their duly authorized representatives, have affixed their hands and seals this date, as follows:

ATTEST

CITY OF FAIRHOPE

City Clerk Administrator

Sherry Sullivan
As Its: Mayor
Date: _____

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that SHERRY SULLIVAN as Mayor of the City of Fairhope, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, she, as such Mayor of the City of Fairhope, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said City of Fairhope.

Given under my hand and seal this the _____ day of _____, 2024.

NOTARY PUBLIC

Page 3 of 4

My Commission expires: _____

BALDWIN COUNTY BOARD OF EDUCATION

Eddie Tyler

EDDIE TYLER

As Its: Superintendent

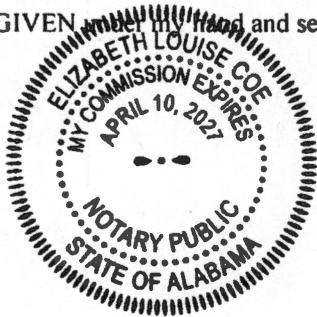
Date: 12-10-24

STATE OF ALABAMA)

COUNTY OF BALDWIN)

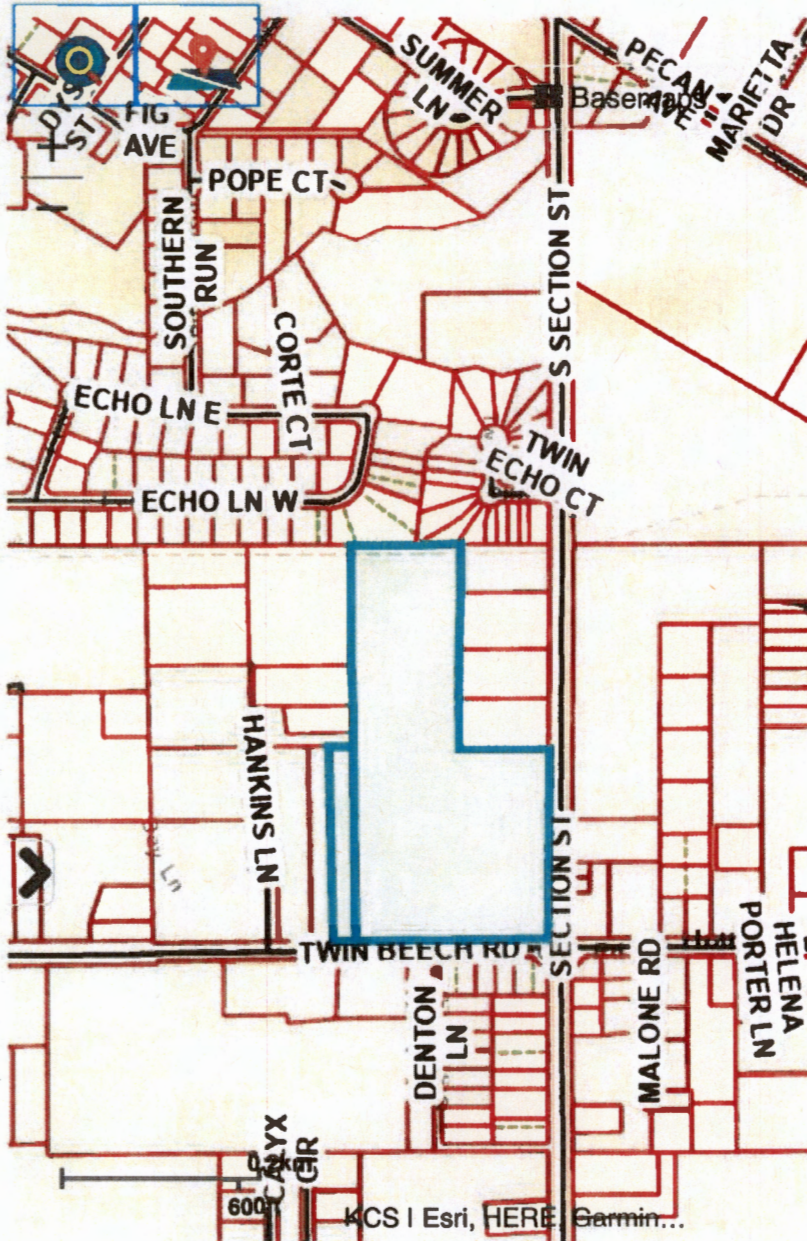
I, the undersigned authority, a Notary Public, in and for Baldwin County, Alabama, and the State of Alabama, hereby certify that EDDIE TYLER, as Superintendent of the Baldwin County Board of Education, whose name is signed to the foregoing instrument and who is known by me, acknowledged before me and on this day that, being informed of the contents of said instrument, he, as such Superintendent of the Baldwin County Board of Education, and with full authority, executed the same voluntarily on the day the same bears date for and as an act of said Baldwin County Board of Education.

GIVEN under my hand and seal this the 10th day of December, 2024.



Elizabeth Louise Coe
NOTARY PUBLIC

My Commission expires: 4/10/2027



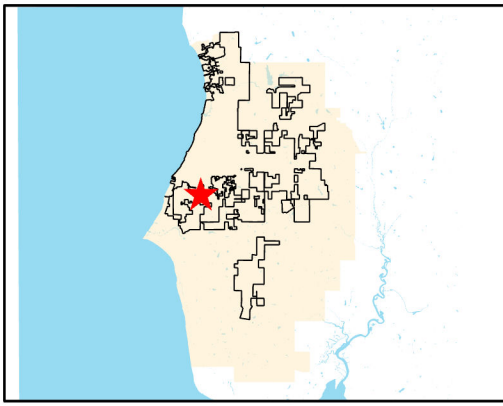


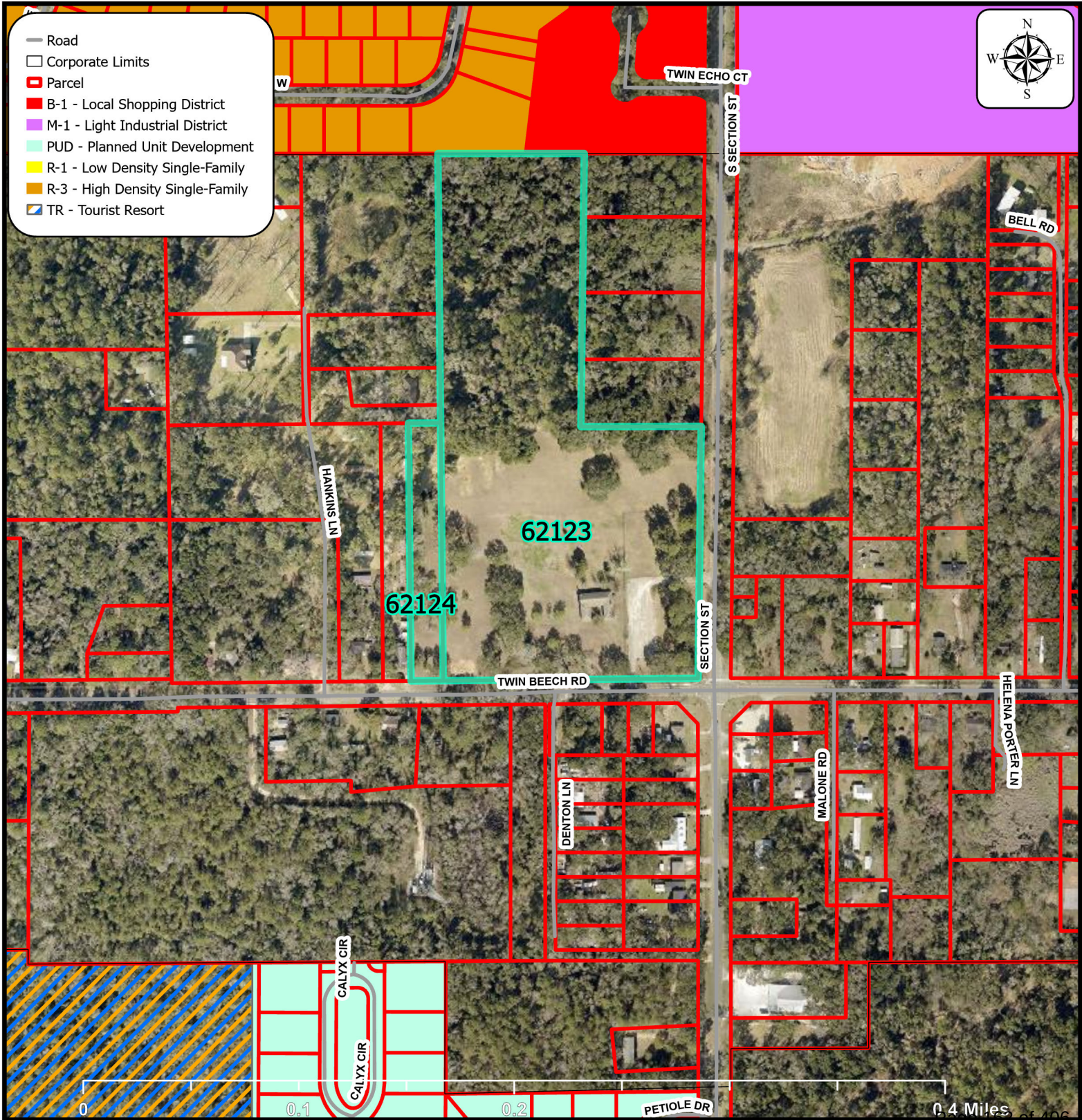
Exhibit A

Parcel ID: 05-46-04-19-4-000-012.000

PPIN: 62123

Parcel ID: 05-46-04-19-4-000-041.000

PPIN: 62124



RESOLUTION NO. 5227-24

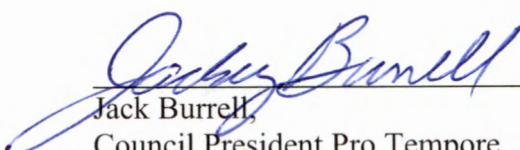
WHEREAS, the City of Fairhope is desirous of purchasing the Baldwin County Board of Education's ("BCBE") property located at the intersection of Twin Beech and Section Street know as "Anna T. Jeanes School Property;" and

WHEREAS, the City of Fairhope has contributed and provided capital contributions for construction and renovation in addition to annual cash contributions and services to Baldwin County School System; and

WHEREAS, the City of Fairhope is willing to take on the responsibility, the removal of liability and obligations by BCBE; and other financial investments as compensation for this transaction.

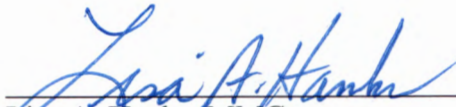
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby authorizes Mayor Sherry Sullivan, on behalf of the City of Fairhope, to send Baldwin County Board of Education a Letter of Intent to purchase the property known as the "Anna T. Jeanes School Property" located at Twin Beech and Section Street, Fairhope, Alabama.

Adopted on this 14th day of October, 2024



Jack Burrell,
Council President Pro Tempore

Attest:



Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-853

FROM:	Sherry Sullivan, Mayor
SUBJECT:	A contract for Professional Services for closing costs and title insurance on the Anna T. Jeanes School Land Purchase with Kopesky & Britt, LLC with a cost not-to-exceed \$10,000.00.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council adopts Resolution to authorize Mayor Sherry Sullivan to execute a contract for Professional Services for closing costs and title insurance on the Anna T. Jeanes School Land Purchase with Kopesky & Britt, LLC with a cost not-to-exceed \$10,000.00.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$ ____	\$ ____	(\$ ____)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to execute a contract for Professional Services for closing costs and title insurance on the Anna T. Jeanes School Land Purchase with Kopesky & Britt, LLC with a cost not-to-exceed \$10,000.00.

DULY ADOPTED THIS 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-854

FROM:	Jack Burrell, Council Member
	Corey Martin, Council President
	Pat White, PARKS & RECREATION DIRECTOR
SUBJECT:	A recommendation from the Recreation Board for Founders Track and Field subject to availability with no rental fee reductions: (1) That the rates and daily practice fees for Founders Track and Field be set as \$100.00 per hour for up to 5 lanes on the track; and (2) \$100.00 per hour for the use of the infield of track, and an additional \$40.00 per hour for lighting; and (3) A rate of \$2,500.00 set for closure of the track and field for track meets (other than Fairhope Middle and High School); and (4) This rental rate does not include the use of equipment.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council adopts resolution to approve the recommendation from the Recreation Board for Founders Track and Field subject to availability with no rental fee reductions.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$ ____	\$ ____	(\$ ____)

GRANT:

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council adopts the following recommendation from the Recreation Board for Founders Track and Field subject to availability with no rental fee reductions:

1. That the rates and daily practice fees for Founders Track and Field be set as \$100.00 per hour for up to 5 lanes on the track; and
2. \$100.00 per hour for the use of the infield of track, and an additional \$40.00 per hour for lighting; and
3. A rate of \$2,500.00 set for closure of the track and field for track meets (other than Fairhope Middle and High School); and
4. This rental rate does not include the use of equipment.

Adopted this 19th day of December, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-855

FROM:	Richard Johnson, CITY ENGINEER
	Ben Patterson, ELECTRIC SUPERINTENDENT
SUBJECT:	The City Engineer, Richard Johnson, and Superintendent of Electric Department, Ben Patterson, have requested to procure a qualified contractor to provide all labor, materials, and equipment to design, furnish, deliver, and erect a 50' x 120' x 18+' Pre-engineered Metal Building, including foundation system per the applicable Building Code. This will be an addition (extension) of the 50' x 100' x 18+' Electric Utility Truck Shed constructed circa 2023 (Project No. 2023-PWI 007).
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To approve the award of Bid No. 25-005-2025-PWI-014 Metal Building - 50' x 120' Pre-engineered Metal Building with Foundation Electric Storage Building Addition for the City of Fairhope - Electric Utility for a not-to-exceed amount of \$178,000.00.

BACKGROUND INFORMATION:

A service bid was issued on October 25, 2024, posted to the City of Fairhope's website, and published in the Gulf Coast Media newspaper. Six (6) responsive bids were received at the bid opening on November 25, 2024 at 3:00 p.m.

The City Engineer recommends the award be made to Apex Contracting Services. Their low price bid was One Hundred Seventy-Eight Thousand Dollars (\$178,000.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
003-50475 Line 10	Electric - Capital Improvements	\$180,000.00	\$178,000.00	\$2,000.00

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, as follows:

[1] That the City of Fairhope did request, receive, and open bids for the Metal Building 50' x 120' Pre-engineered Metal Building with Foundation Electric Storage Building Addition for the City of Fairhope Electric Utility (Bid Number 25-005-2025-PWI-014).

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

Please see attached Bid Tabulation for (Bid Number 25-005-2025-PWI-014)
Metal Building 50' x 120' Pre-engineered Metal Building with Foundation Electric
Storage Building Addition for the City of Fairhope Electric Utility

[3] After evaluating the bid proposals with the required bid specifications, APEX Contracting Services is now awarded the bid for the Metal Building 50' x 120' Pre-engineered Metal Building with Foundation Electric Storage Building Addition for the City of Fairhope Electric Utility for bid proposal not-to-exceed of \$178,000.00.

Adopted on this 19th day of December, 2024

Jack Burrell, Council President

Attest:

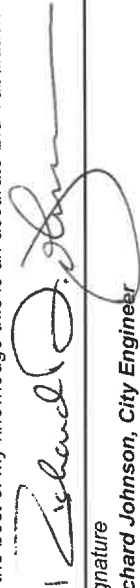
Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
 Bid 25-005-2025-PWI-014 - 50' x 120' Pre-engineered Metal Building with Foundation
 Electric Storage Building Addition for the City of Fairhope - Electric Utility
 Opened November 25th, 2024 at 3:00 P.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum I/II/III (Y/N)	Bid Bond (Y/N)	Lump Sum Cost
Apex Contracting Services	Y	Y	Y	\$178,000.00
The Green Simmons Co.	Y	Y	Y	\$390,000.00
Southern Steel	Y	Y	Y	\$237,776.00
Brotherhood Service Co.	Y	Y	Y	\$224,825.00
RE Johnson	Y	Y	Y	\$207,729.00
Klarman & Day	Y	Y	Y	\$325,262.00

Recommendation:

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


 Signature
 Richard Johnson, City Engineer


 Signature
 Erin Wolfe, Purchasing Manager

**ITEM III
BID RESPONSE FORM**

Date: 11 / 21 / 2024

Bid No: 25-005-2025-PWI-014
Metal Building – 50' x 120' Pre-engineered Metal Building with Foundation
Electric Storage Building Addition for the City of Fairhope – Electric Utility
Public Works Project No. 2025-PWI 014

Bids Due: Thursday, November 21, 2024, 10:30 A.M.

Base Bid	Lump Sum Cost
One 50'X120'X18+' Pre-engineered Metal Building Addition and Foundation, Electric Storage Building Addition per plans and Specifications provided by the winning bidder	\$178,000
Vendor Shall Provide Metal Building Specifications with Bid Submittal.	

Bid will include all engineering, site surveying, geotechnical investigation, labor, materials, equipment, shipping and postage, permitting, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within the 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
<u>1</u>	<u>11/15/24</u>	<u>3</u>	<u>11/18/24</u>
<u>2</u>	<u>11/15/24</u>		

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

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

Witness our hands and seals this 21 day of November, 2024.

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 Apex Contracting Services

State of Incorporation Alabama

Company Representative Zachary Bell
(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 880 Holcomb Blvd
STE 2A
Fairhope, AL 36532

Phone Number (334) 568-9044 Fax Number ()

E-mail address Zac@apexcontractingal.com AL Contractor's License No. 57115

Foreign Vendor Id

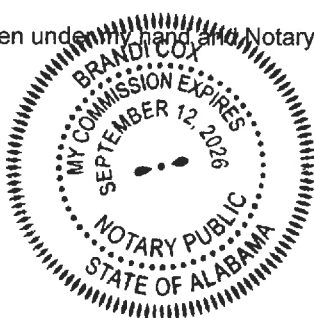
BID PROPOSAL NOTARIZATION:

STATE OF Alabama

COUNTY OF Baldwin

I, the undersigned authority in and for said State and County, hereby certify that Zachary Bell, as owner respectively, of Apex Contracting Services, 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 21 day of November, 2024.



NOTARY PUBLIC

MY COMMISSION EXPIRES 09 / 12 / 2026

**ITEM IV
CONTRACTOR INFORMATION**

This Section must be printed, completed, and turned in with your bid response to

**Bid No. 25-005-2025-PWI-014
Metal Building – 50' x 120' Pre-engineered Metal Building with Foundation
Electric Storage Building Addition for the
City of Fairhope – Electric Utility
Public Works Project No. 2025-PWI 014**

Business Organization

Name of CONTRACTOR (exactly as it appears on W-9):

Apex Contracting Services, LLC
Doing-Business-As Name of CONTRACTOR:

880 Holcoms Blvd, STE 2A Fairhope, AL 36532
Principal Office Address:

LOCAL Telephone Number: 334 568 9044 Toll- Free _____
LOCAL Fax Number: _____
Email address: zaco@apexcontractingal.com
Website: www.apexcontractingal.com

Form of Business Entity [check one ("X")]

Corporation ☒
Partnership _____
Individual _____
Joint Venture _____
Other (describe): _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 9/7/14
Location of incorporation: Fairhope
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: Zac Bell Email: zaco@apexcontractingal.com
Phone: 334 568 9044 Fax: _____

END OF CONTRACTOR INFORMATION SECTION



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CCMSI c/o WorkersFirst CompFund 2 East Main Street Ste 208 Danville, IL 61832	CONTACT NAME: Linda Hudgins PHONE (A/C, No, Ext): (888)-578-5555 8417 E-MAIL ADDRESS: workersfirst@ccmsi.com FAX (A/C, No): 217-477-6772																					
INSURED APEX CONTRACTING SERVICES, LLC 880 HOLCOMBE BLVD #2A FAIRHOPE, AL 36532	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>WorkersFirst CompFund</td><td></td></tr><tr><td>INSURER B:</td><td>Midwest Employers Casualty Company</td><td>23612</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	WorkersFirst CompFund		INSURER B:	Midwest Employers Casualty Company	23612	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	WorkersFirst CompFund																					
INSURER B:	Midwest Employers Casualty Company	23612																				
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$					EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	EWC005404(WC) PPAL127200(EL)	1/1/2024	1/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

REGARDING EFFECTIVE AND EXPIRATION, BOTH DAYS ARE AT 12:01 A.M. STANDARD TIME AT THE INSUREDS ADDRESS. COVERAGE UNDER THIS PROGRAM IS LIMITED TO THE ALABAMA WORKERS COMPENSATION ACT.

Excluded Officer(s): ZACHARY BELL OWNER;

CERTIFICATE HOLDER CITY OF FAIRHOPE P.O. BOX 429 FAIRHOPE, AL 36533	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Linda Hudgins
---	---

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APEXCON-01

ASTEPHENS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Starke Agency, LLC 210 Commerce St. Montgomery, AL 36104	CONTACT NAME:		FAX (A/C, No): (334) 264-3375
	PHONE (A/C, No, Ext): (334) 263-5535		
	E-MAIL ADDRESS: info@starkeagency.com		
INSURED Apex Contracting Services, LLC 229 Bell Rd Fort Deposit, AL 36032	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Auto Owners Insurance Co		18988
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			21SBMAM8CKU	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			21SBMAM8CKU	8/10/2024	8/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☒ RETENTION \$ 10,000			21SBMAM8CKU	8/10/2024	8/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Employment Practices			21SBMAM8CKU	8/10/2024	8/10/2025	Each Claim/Agg 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Andy Flowers



AIA®

Document A310™ – 2010

Bid Bond**CONTRACTOR:***(Name, legal status and address)*

Apex Contracting Services
880 Holcomb Blvd, STE 2A
Fairhope, AL 36532

OWNER:*(Name, legal status and address)*

City of Fairhope
555 South Section St
Fairhope, AL, 36532

BOND AMOUNT: \$ Five Percent of Attached Bid (5%)

PROJECT:*(Name, location or address, and Project number, if any)*

Electric Storage Building Addition - City of Fairhope Electric Utility
19121 Young Street, Fairhope, AL 36532

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

SURETY:*(Name, legal status and principal place of business)*

The Ohio Casualty Insurance Company
223 S West Street, STE 900
Raleigh, NC 27601
508-341-1500

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

Init.

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User Notes:

(1097102137)

1

Signed and sealed this 18th day of November, 2024.

Apex Contracting Services

(Contractor as Principal)

(Seal)

(Witness)

(Title)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

Alexander D. Quarella

(Witness)

Danny A. Quarella

(Title) Danny A. Quarella, Attorney-in-Fact



Seal No. 7791

Init.

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User Notes:

(1097102137)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8201975-988245

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Danny A. Quarella

all of the city of Raleigh state of North Carolina each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 23rd day of August, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 23rd day of August, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18th day of November, 2024.



By:

Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary



Seal No. 7791

do
and

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

Validity of this Power of Attorney call between 9:00 am and 4:30 pm EST on any business day.

SEALED BID

City of Fairhope

RECEIVED
10:02 AM

Bid # 25-005-2025-PWI-014
SSS Section St
Fairhope, AL 36532

Apex Contracting Services
880 Holcomb Rd STE 2A
Fairhope, AL 36532



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM**

Requestor: Richard D. Johnson, PE, Ben Patterson Department: Fairhope Electric Utility
Project Name: 2025-PWI 014 PE Metal Bldg. – 50'X120' - Electric Storage Building Addition for the COF – Electric Utility
Project Description: 120-ft expansion of existing 50'X100' Electric Truck Building at Lay-down Yard off of Young St
Project Category: ☒ Bid ☐ Professional Service ☐ Other: _____
Budget Amount: \$180,000.00 Budget Code: 003-50475 Line 10
Budgeted for Current FY: ☒ Yes ☐ No

BID INFORMATION

Bid Duration: Minimum Project Duration: 180 Days
Engineer of Record: Project Management - RDJ - Design will be included as part of the Bid
Pre-Bid Meeting: ☐ No ☒ Yes ☐ Mandatory ☒ Non-Mandatory
Scope of Work Provided By: Richard D. Johnson, PE Contract Extensions: ☒ No ☐ Yes
Project Manager: Ben Patterson/Richard D. Johnson, PE
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: Richard D. Johnson, PE Digitally signed by Richard D. Johnson, PE
Date: 2024.10.09 08:01:29 -05'00'
Senior Accountant: Suzanne Doughty
City Treasurer: Suzanne Doughty Mayor: Sherry Sullivan

PRF Metal Bldg Expansion - Electric Storage

Final Audit Report

2024-10-16

Created:	2024-10-15
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAclMZlu-L5pmLnIdYJPabS4ZhZot-T_G

"PRF Metal Bldg Expansion - Electric Storage" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2024-10-15 - 2:42:28 PM GMT
-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2024-10-15 - 2:42:53 PM GMT
-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2024-10-16 - 1:14:07 PM GMT
-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2024-10-16 - 1:15:40 PM GMT - Time Source: server
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2024-10-16 - 1:15:42 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2024-10-16 - 2:52:22 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2024-10-16 - 2:52:55 PM GMT - Time Source: server
-  Agreement completed.
2024-10-16 - 2:52:55 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-856

FROM:	Richard Johnson, CITY ENGINEER
SUBJECT:	The City Engineer, Richard Johnson, has requested to procure a qualified contractor to provide all materials, equipment, labor and incidentals to construct a Roundabout at North Section St/Scenic 98 (Veterans Dr)/Main St - Grade, Drain, Base, Pave and Lighting.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To approve the award of Bid No. 25-007-2022-PWI-006 Project No. STPSU-0220 (256) Roundabout at North Section St/Scenic 98 (Veterans Dr)/Main St - Grade, Drain, Base, Pave and Lighting for a not-to-exceed amount of \$1,597,777.50.

BACKGROUND INFORMATION:

A service bid was issued on October 23, 2024, posted to the City of Fairhope's website, and published in three (3) statewide newspapers and Gulf Coast Media. Four (4) responsive bids were received at the bid opening on November 25, 2024 at 2:00 p.m.

The City Engineer and the Engineer on Record, Volkert, Inc. recommends the award be made to Asphalt Services, Inc. Their low bid price for the project is One Million Five Hundred Ninety-Seven Thousand Seven Hundred Seventy-Seven Dollars and Fifty Cents (\$1,597,777.50).

Alabama Department of Transportation (ALDOT) to provide reimbursement of 80% of total with contract approval prior to execution; City of Fairhope agrees to match 20% of total.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
103-55881	Capital Project - Roundabout 104 & Section	\$1,682,967.00	\$1,597,777.50	\$85,189.50

Engineering CE&I contract should be approved at a later meeting. Estimated budget left \$212,654.00 for Engineering CE&I. MPO Grant with 20% match.

GRANT:

MPO Grant STPSU-0220 (256). Grant 80/20 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, as follows:

[1] That the City of Fairhope did request, receive, and open bids for Project No. STPSU-0220 (256) Roundabout at North Section St./Scenic 98 (Veterans Dr.)/Main St. – Grade, Drain, Base, Pave and Lighting (Bid Number 25-007-2022-PWI-006).

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

Please see attached Bid Tabulation for (Bid Number 25-007-2022-PWI-006)
Project No. STPSU-0220 (256) Roundabout at North Section St./Scenic 98 (Veterans Dr.)/Main St. - Grade, Drain, Base, Pave and Lighting

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Services, Inc. is now awarded the bid for Project No. STPSU-0220 (256) Roundabout at North Section St./Scenic 98 (Veterans Dr.)/Main St. – Grade, Drain, Base, Pave and Lighting for bid proposal not-to-exceed of \$1,597,777.50.

[4] Alabama Department of Transportation (ALDOT) to provide reimbursement of 80% of total with contract approval prior to execution; City of Fairhope agrees to match 20% of total. This is an 80/20 grant with ALDOT.

Adopted on this 19th day of December, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Kay Ivey
GOVERNOR

ALABAMA DEPARTMENT OF TRANSPORTATION

SOUTHWEST REGION
OFFICE OF REGION ENGINEER
1701 I-65 WEST SERVICE ROAD N
MOBILE, ALABAMA 36618-1109
TELEPHONE: (251) 470-8200
FAX (251) 473-3624



John R. Cooper
TRANSPORTATION DIRECTOR

December 10, 2024

Mr. Richard D. Johnson, P.E.
Public Works Director
Fairhope Public Works Department
555 South Section Street
PO Box 429
Fairhope, AL 36533

Dear: Mr. Johnson:

Re: **STPOA-0220(256)**
Roundabout Installation on North Section Street, SR-104, Veteran's Drive, and Scenic 98
City of Fairhope

My office has reviewed the City of Fairhope's letter dated December 9, 2024, along with the bid tabulations for the above-referenced project. ALDOT concurs with the City of Fairhope's recommendation to award the project to Asphalt Services, Inc., in the amount of \$1,597,777.50. Please advise this office when the preconstruction conference is scheduled.

If we may be of further assistance, please let us know.

Sincerely,

MATTHEW J. ERICKSEN, P. E., REGION ENGINEER

By: Stephanie Dragotta crj
Stephanie Dragotta, P.E.
Local Transportation Engineer-Mobile Area

SD/crj

c: Mr. Brad Lindsey, P.E.
Mr. Matt Ericksen, P.E.
Mr. Brian Aaron, P.E.
Mr. Edwin Perry, P.E.
File

Volkert, Inc.
1110 Montlimar Drive
Suite 1050
Mobile, AL 36609
251-342-1070
www.volkert.com



December 9, 2024

Mr. Richard Johnson, P.E.
City of Fairhope
555 S Section Street
Fairhope, AL 36532

**Subject: Project No. STPSU-0220(256)
Roundabout at N Section/Scenic 98/ Main Street
City of Fairhope
Volkert Contract No. 1177600**

Attention: Mrs. Erin Wolfe

Enclosed is the following information from the November 25, 2024, bid opening on the above referenced project:

1. One (1) copy of the Tabulation of Bids of the November 25, 2024 bid opening for the above referenced project
2. One (1) copy of the Proposal Evaluation Summary
3. One (1) copy of the Low Bidder's updated HR-DBE Form and DBE Utilization Plan

Use this link to download the scanned original proposals from the four (4) bidding contractors:
[2024.12.05 - STPSU-0220\(256\) SCANNED BID PROPOSALS](#)

We have reviewed all submitted proposals. The low bid price of \$1,597,777.50 submitted by Asphalt Services, Inc. appears to be reasonable for the work required. The engineer's estimate was \$1,665,069.37 which is a 4.2% difference. The bid was also checked for unbalanced bidding and appears to be in order. Therefore, we recommend Asphalt Services, Inc. be awarded the contract to perform the work.

We plan to proceed with executing the contract documents upon notification of the contract award by the City of Fairhope.

Should you have any questions or require additional information, please call.

Sincerely,
VOLKERT, INC.

A handwritten signature in blue ink that reads 'Jordan Stringfellow'.

Jordan Stringfellow, P.E.
Assistant Vice President

LRM/
Enclosures

Volkert, Inc.
1110 Montlimar Drive
Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com



Bid Tabulation

TABULATION OF BIDS RECEIVED NOVEMBER 25, 2024 PROJECT NO. STPSU-0220 (256) FAIRHOPE NO. 25-007-2022-PWI-006 FAIRHOPE ROUNDABOUT AT N SECTION ST/ TRIANGLE DR/ VETERANS DR/ MAIN ST FAIRHOPE, ALABAMA													
			1			2		3		4			
			Asphalt Services, Inc.			Wiregrass Construction Company, Inc.		McElhenney Construction Company, LLC		PL Russell, LLC		Engineer's Estimate	
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
201A002	CLEARING AND GRUBBING (MAXIMUM ALLOWABLE BID \$8000/ACRE) (APPROX. 1 ACRE)	1	LUMP SUM	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$6,705.76	\$6,705.76	\$8,000.00	\$8,000.00
206C000	REMOVING CONCRETE SIDEWALK	347	SQUARE YARD	\$12.00	\$4,164.00	\$15.17	\$5,263.99	\$13.38	\$4,642.86	\$20.12	\$6,981.64	\$50.00	\$17,350.00
206C002	REMOVING CONCRETE SLOPE PAVING	41	SQUARE YARD	\$15.00	\$615.00	\$18.97	\$777.77	\$30.10	\$1,234.10	\$24.14	\$989.74	\$25.00	\$1,025.00
206C026	REMOVING TEMPORARY ASPHALT PAVEMENT (UNCLASSIFIED)	282	SQUARE YARD	\$5.00	\$1,410.00	\$24.42	\$6,886.44	\$20.07	\$5,659.74	\$17.24	\$4,861.68	\$20.00	\$5,640.00
206D000	REMOVING PIPE	18	LINEAR FOOT	\$20.00	\$360.00	\$42.15	\$758.70	\$25.08	\$451.44	\$24.14	\$434.52	\$35.00	\$630.00
206D002	REMOVING CURB	184	LINEAR FOOT	\$12.00	\$2,208.00	\$12.64	\$2,325.76	\$18.06	\$3,323.04	\$15.09	\$2,776.56	\$20.00	\$3,680.00
206E000	REMOVING HEADWALLS	1	EACH	\$1,000.00	\$1,000.00	\$189.66	\$189.66	\$541.77	\$541.77	\$302.92	\$302.92	\$550.00	\$550.00
206E001	REMOVING INLETS	2	EACH	\$500.00	\$1,000.00	\$631.74	\$1,263.48	\$677.21	\$1,354.42	\$402.34	\$804.68	\$2,000.00	\$4,000.00
210A000	UNCLASSIFIED EXCAVATION	2292	CUBIC YARD	\$13.00	\$29,796.00	\$38.80	\$88,929.60	\$25.28	\$57,941.76	\$30.97	\$70,983.24	\$30.00	\$68,760.00
210D020	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A2 OR BETTER)	2403	CUBIC YARD	\$18.00	\$43,254.00	\$28.04	\$67,380.12	\$26.04	\$62,574.12	\$30.05	\$72,210.15	\$30.00	\$72,090.00
214A000	STRUCTURE EXCAVATION	132	CUBIC YARD	\$39.75	\$5,247.00	\$23.38	\$3,086.16	\$31.45	\$4,151.40	\$23.01	\$3,037.32	\$20.00	\$2,640.00
214B001	FOUNDATION BACKFILL, COMMERCIAL	152	CUBIC YARD	\$72.00	\$10,944.00	\$123.19	\$18,724.88	\$101.56	\$15,437.12	\$154.81	\$23,531.12	\$35.00	\$5,320.00
230A000	ROADBED PROCESSING	15	ROADBED STATION	\$425.00	\$6,375.00	\$1,195.35	\$17,930.25	\$846.46	\$12,696.90	\$615.33	\$9,229.95	\$600.00	\$9,000.00
301A012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	3905	SQUARE YARD	\$21.70	\$84,738.50	\$32.98	\$128,786.90	\$32.07	\$125,233.35	\$35.68	\$139,330.40	\$20.00	\$78,100.00
305B078	CRUSHED AGGREGATE, SECTION 825, TYPE B, FOR MISCELLANEOUS USE	141	TON	\$68.00	\$9,588.00	\$85.95	\$12,118.95	\$87.36	\$12,317.76	\$88.63	\$12,496.83	\$0.00	\$0.00
401A000	BITUMINOUS TREATMENT A	1420	SQUARE YARD	\$1.25	\$1,775.00	\$1.87	\$2,655.40	\$1.16	\$1,647.20	\$0.01	\$14.20	\$2.00	\$2,840.00
405A000	TACK COAT	200	GALLON	\$8.00	\$1,600.00	\$4.50	\$900.00	\$6.96	\$1,392.00	\$6.68	\$1,336.00	\$10.00	\$2,000.00
408A052	PLANING EXISTING PAVEMENT (APPROXIMATELY 1.10" THRU 2.0" THICK)	2166	SQUARE YARD	\$2.00	\$4,332.00	\$9.99	\$21,638.34	\$6.24	\$13,515.84	\$8.91	\$19,299.06	\$3.00	\$6,498.00
424A360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	437	TON	\$145.00	\$63,365.00	\$142.96	\$62,473.52	\$141.17	\$61,691.29	\$161.51	\$70,579.87	\$130.00	\$56,810.00
424A369	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, WIDENING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	52	TON	\$175.00	\$9,100.00	\$207.54	\$10,792.08	\$258.61	\$13,447.72	\$161.51	\$8,398.52	\$300.00	\$15,600.00
424B651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	215	TON	\$140.00	\$30,100.00	\$188.75	\$40,581.25	\$150.96	\$32,456.40	\$158.17	\$34,006.55	\$150.00	\$32,250.00
424B657	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	100	TON	\$140.00	\$14,000.00	\$141.84	\$14,184.00	\$150.96	\$15,096.00	\$158.17	\$15,817.00	\$105.55	\$10,555.00
424B681	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	207	TON	\$140.00	\$28,980.00	\$192.67	\$39,882.69	\$150.96	\$31,248.72	\$158.17	\$32,741.19	\$130.00	\$26,910.00
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	100	TON	\$75.00	\$7,500.00	\$93.81	\$9,381.00	\$76.22	\$7,622.00	\$86.55	\$8,655.00	\$75.00	\$7,500.00
502A000	STEEL REINFORCEMENT	11199	POUND	\$2.25	\$25,197.75	\$2.96	\$33,149.04	\$2.90	\$32,477.10	\$2.24	\$25,085.76	\$2.50	\$27,997.50
517D000	SIDEWALK HANDRAIL	100	LINEAR FOOT	\$221.00	\$22,100.00	\$418.09	\$41,809.00	\$172.75	\$17,275.00	\$194.93	\$19,493.00	\$200.00	\$20,000.00
524B010	CULVERT CONCRETE EXTENSION	52	CUBIC YARD	\$1,962.00	\$102,024.00	\$1,809.30	\$94,083.60	\$1,681.14	\$87,419.28	\$1,454.98	\$75,658.96	\$2,000.00	\$104,000.00
533A098	18" STORM SEWER PIPE (CLASS 3 R.C.)	65	LINEAR FOOT	\$80.00	\$5,200.00	\$184.59	\$11,998.35	\$82.52	\$5,363.80	\$77.48	\$5,036.20	\$150.00	\$9,750.00
600A000	MOBILIZATION	1	LUMP SUM	\$95,553.25	\$95,553.25	\$197,562.14	\$197,562.14	\$178,647.96	\$178,647.96	\$125,268.30	\$125,268.30	\$92,255.91	\$92,255.91
602A000	RIGHT OF WAY MARKERS	7	EACH	\$275.00	\$1,925.00	\$511.08	\$3,577.56	\$848.85	\$5,941.95	\$408.05	\$2,856.35	\$800.00	\$5,600.00
606A009	6" UNDERDRAIN PIPE, TYPE 10	335	LINEAR FOOT	\$28.00	\$9,380.00	\$48.35	\$16,197.25	\$32.05	\$10,736.75	\$41.02	\$13,741.70	\$50.00	\$20,000.00
606A012	6" UNDERDRAIN PIPE,TYPE 8	400	LINEAR FOOT	\$28.00	\$11,200.00	\$51.18	\$20,472.00	\$31.62	\$12,648.00	\$41.02	\$16,408.00	\$100.00	\$5,000.00
610C001	LOOSE RIPRAP, CLASS 2	50	TON	\$100.00	\$5,000.00	\$113.58	\$5,679.00	\$114.12	\$5,706.00	\$111.08	\$5,554.00	\$25.00	\$12,175.00
610D003	FILTER BLANKET, GEOTEXTILE	487	SQUARE YARD	\$3.00	\$1,461.00	\$5.80	\$2,824.60	\$4.97	\$2,420.39	\$4.37	\$2,128.19	\$25.00	\$91,900.00
613F000	BRICK PAVING	3676	SQUARE FOOT	\$12.50	\$45,950.00	\$10.35	\$38,046.60	\$18.87	\$69,366.12	\$10.69	\$39,296.44	\$585.00	\$57,330.00
614A000	SLOPE PAVING	98	CUBIC YARD	\$625.00	\$61,250.00	\$494.66	\$48,476.68	\$869.55	\$85,215.90	\$443.88	\$43,500.24	\$85.00	\$38,080.00
618A000	CONCRETE SIDEWALK, 4" THICK	448	SQUARE YARD	\$62.00	\$27,776.00	\$69.11	\$30,961.28	\$63.77	\$28,568.96	\$76.53	\$34,285.44	\$150.00	\$5,850.00
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	39	SQUARE YARD	\$93.50	\$3,646.50	\$134.25	\$5,235.75	\$139.13	\$5,426.07	\$84.68	\$3,302.52	\$110.00	\$7,920.00
618C001	DETECTABLE WARNING SURFACE	72	SQUARE FOOT	\$45.00	\$3,240.00	\$32.51	\$2,340.72	\$75.36	\$5,425.92	\$55.37	\$3,986.64	\$400.00	\$11,200.00
618D000	CURB RAMP	28	SQUARE YARD	\$105.00	\$2,940.00	\$174.88	\$4,896.64	\$521.73	\$14,608.44	\$183.99	\$5,151.72	\$1,500.00	\$3,000.00
619A002	18" ROADWAY PIPE END TREATMENT, CLASS 1	2	EACH	\$1,200.00	\$2,400.00	\$1,615.50	\$3,231.00	\$1,391.29	\$2,782.58	\$871.15	\$1,742.30	\$300.00	\$300.00
620A000	MINOR STRUCTURE CONCRETE	1	CUBIC YARD	\$950.00	\$950.00	\$1,615.50	\$1,615.50	\$4,057.92	\$4,057.92	\$1,343.73	\$1,343.73	\$7,000.00	\$28,000.00
621C008	INLETS, TYPE E	4	EACH	\$6,744.00	\$26,976.00	\$8,760.58	\$35,042.32	\$8,512.44	\$34,049.76	\$6,708.47	\$26,833.88	\$7,000.00	\$7,000.00
621C129	INLETS, TYPE C (PARTIAL)	1	EACH	\$3,000.00	\$3,000.00	\$2,692.50	\$2,692.50	\$4,637.62	\$4,637.62	\$4,361.00	\$4,361.00	\$2,000.00	\$4,000.00

				1		2		3		4			
				Asphalt Services, Inc.		Wiregrass Construction Company, Inc.		McElhenney Construction Company, LLC		PL Russell, LLC		Engineer's Estimate	
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
621C163	INLETS, TYPE S3 (MODIFIED)	2	EACH	\$3,800.00	\$7,600.00	\$3,877.20	\$7,754.40	\$3,478.22	\$6,956.44	\$3,290.75	\$6,581.50	\$15.00	\$21,975.00
623B000	CONCRETE CURB, TYPE N	1465	LINEAR FOOT	\$28.00	\$41,020.00	\$25.02	\$36,654.30	\$28.99	\$42,470.35	\$34.11	\$49,971.15	\$30.00	\$11,970.00
623B007	CONCRETE CURB, TYPE G	399	LINEAR FOOT	\$34.00	\$13,566.00	\$41.37	\$16,506.63	\$38.26	\$15,265.74	\$33.94	\$13,542.06	\$50.00	\$29,150.00
623B120	CONCRETE CURB, (TYPE SPECIAL)	583	LINEAR FOOT	\$32.00	\$18,656.00	\$37.30	\$21,745.90	\$25.51	\$14,872.33	\$36.18	\$21,092.94	\$35.00	\$33,005.00
623C000	COMBINATION CURB & GUTTER, TYPE C	943	LINEAR FOOT	\$30.00	\$28,290.00	\$30.18	\$28,459.74	\$32.46	\$30,609.78	\$42.12	\$39,719.16	\$70.00	\$31,990.00
650A000	TOPSOIL	457	CUBIC YARD	\$18.00	\$8,226.00	\$46.99	\$21,474.43	\$40.29	\$18,412.53	\$27.58	\$12,604.06	\$200.00	\$200.00
652C000	MOWING	1	ACRE	\$350.00	\$350.00	\$134.63	\$134.63	\$144.93	\$144.93	\$139.23	\$139.23	\$5.50	\$22,412.50
654A001	SOLID SODDING (BERMUDA)	4075	SQUARE YARD	\$7.00	\$28,525.00	\$5.92	\$24,124.00	\$5.80	\$23,635.00	\$5.57	\$22,697.75	\$5.00	\$1,025.00
659C005	EROSION CONTROL PRODUCT, TYPE C4	205	SQUARE YARD	\$5.00	\$1,025.00	\$3.50	\$717.50	\$3.77	\$772.85	\$3.62	\$742.10	\$1,250.00	\$2,500.00
665A000	TEMPORARY SEEDING	2	ACRE	\$1,800.00	\$3,600.00	\$969.30	\$1,938.60	\$1,043.47	\$2,086.94	\$1,002.49	\$2,004.98	\$800.00	\$4,800.00
665B001	TEMPORARY MULCHING	6	TON	\$400.00	\$2,400.00	\$457.73	\$2,746.38	\$492.75	\$2,956.50	\$473.40	\$2,840.40	\$8.00	\$4,000.00
665E000	POLYETHYLENE	500	SQUARE YARD	\$3.00	\$1,500.00	\$1.62	\$810.00	\$1.74	\$870.00	\$1.67	\$835.00	\$30.00	\$750.00
665F000	HAY BALES	25	EACH	\$10.00	\$250.00	\$10.77	\$269.25	\$11.59	\$289.75	\$11.14	\$278.50	\$12.00	\$300.00
665G000	SAND BAGS	25	EACH	\$6.00	\$150.00	\$8.62	\$215.50	\$9.28	\$232.00	\$8.91	\$222.75	\$90.00	\$4,500.00
665I000	TEMPORARY RIPRAP, CLASS 2	50	TON	\$105.00	\$5,250.00	\$113.58	\$5,679.00	\$114.12	\$5,706.00	\$117.52	\$5,876.00	\$8.00	\$10,304.00
665J002	SILT FENCE	1288	LINEAR FOOT	\$6.00	\$7,728.00	\$5.39	\$6,942.32	\$4.75	\$6,118.00	\$4.57	\$5,886.16	\$50.00	\$2,000.00
665K000	DRAINAGE SUMP EXCAVATION	40	CUBIC YARD	\$25.00	\$1,000.00	\$48.97	\$1,958.80	\$37.92	\$1,516.80	\$49.79	\$1,991.60	\$0.00	\$0.00
665N001	TEMPORARY COARSE AGGREGATE,ALDOT NUMBER 4	10	TON	\$85.00	\$850.00	\$87.15	\$871.50	\$94.46	\$944.60	\$110.23	\$1,102.30	\$4.00	\$5,152.00
665O001	SILT FENCE REMOVAL	1288	LINEAR FOOT	\$1.25	\$1,610.00	\$1.62	\$2,086.56	\$1.74	\$2,241.12	\$1.67	\$2,150.96	\$500.00	\$3,500.00
665P005	INLET PROTECTION, STAGE 3 OR 4	7	EACH	\$475.00	\$3,325.00	\$484.65	\$3,392.55	\$521.73	\$3,652.11	\$501.25	\$3,508.75	\$10.00	\$10,080.00
665Q002	WATTLE	1008	LINEAR FOOT	\$9.00	\$9,072.00	\$10.77	\$10,856.16	\$10.72	\$10,805.76	\$10.30	\$10,382.40	\$300.00	\$300.00
666A001	PEST CONTROL TREATMENT	1	ACRE	\$350.00	\$350.00	\$269.25	\$269.25	\$289.85	\$289.85	\$278.47	\$278.47	\$10.00	\$5,000.00
674A000	CONSTRUCTION SAFETY FENCE	500	LINEAR FOOT	\$4.00	\$2,000.00	\$5.69	\$2,845.00	\$5.22	\$2,610.00	\$3.17	\$1,585.00	\$7,687.99	\$7,687.99
680A001	GEOMETRIC CONTROLS	1	LUMP SUM	\$12,000.00	\$12,000.00	\$21,422.80	\$21,422.80	\$40,207.23	\$40,207.23	\$27,650.33	\$27,650.33	\$30,751.97	\$30,751.97
698A000	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$	1	LUMP SUM	\$14,982.00	\$14,982.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,500.00	\$5,500.00
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1	MILE	\$7,500.00	\$7,500.00	\$7,539.00	\$7,539.00	\$8,115.84	\$8,115.84	\$7,797.15	\$7,797.15	\$5,500.00	\$5,500.00
701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	1	MILE	\$7,500.00	\$7,500.00	\$7,539.00	\$7,539.00	\$8,115.84	\$8,115.84	\$7,797.15	\$7,797.15	\$2.00	\$548.00
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	274	LINEAR FOOT	\$2.25	\$616.50	\$2.15	\$589.10	\$2.32	\$635.68	\$2.23	\$611.02	\$2,000.00	\$2,000.00
701C001	SOLID TEMPORARY TRAFFIC STRIPE	1	MILE	\$900.00	\$900.00	\$915.45	\$915.45	\$985.50	\$985.50	\$946.80	\$946.80	\$2,000.00	\$2,000.00
701D007	SOLID TRAFFIC STRIPE REMOVED (PAINT)	1	MILE	\$500.00	\$500.00	\$538.50	\$538.50	\$579.70	\$579.70	\$556.94	\$556.94	\$8.00	\$6,208.00
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	776	SQUARE FOOT	\$7.25	\$5,626.00	\$7.54	\$5,851.04	\$8.12	\$6,301.12	\$7.80	\$6,052.80	\$10.00	\$830.00
703C000	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PAINT)	83	SQUARE FOOT	\$2.50	\$207.50	\$1.08	\$89.64	\$1.16	\$96.28	\$1.11	\$92.13	\$2.50	\$207.50
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	83	SQUARE FOOT	\$2.50	\$207.50	\$2.15	\$178.45	\$2.32	\$192.56	\$2.23	\$185.09	\$50.00	\$7,800.00
703H000	SPECIALTY TRAFFIC CONTROL MARKINGS	156	SQUARE FOOT	\$34.00	\$5,304.00	\$30.16	\$4,704.96	\$32.46	\$5,063.76	\$31.19	\$4,865.64	\$15.00	\$300.00
705A023	PAVEMENT MARKERS, CLASS C, TYPE 2-D	20	EACH	\$3.00	\$60.00	\$2.15	\$43.00	\$2.32	\$46.40	\$2.23	\$44.60	\$7.00	\$224.00
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	32	EACH	\$7.25	\$232.00	\$7.54	\$241.28	\$8.12	\$259.84	\$7.80	\$249.60	\$6.00	\$36.00
705A037	PAVEMENT MARKERS, CLASS A-H, TYPE 2-D	6	EACH	\$7.25	\$43.50	\$7.54	\$45.24	\$8.12	\$48.72	\$7.80	\$46.80	\$7.00	\$2,765.00
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	395	EACH	\$7.25	\$2,863.75	\$7.54	\$2,978.30	\$8.12	\$3,207.40	\$7.80	\$3,081.00	\$320.00	\$1,280.00
707B013	TYPE A OBJECT MARKER INSTALLATION	4	EACH	\$300.00	\$1,200.00	\$263.87	\$1,055.48	\$284.06	\$1,136.24	\$272.90	\$1,091.60	\$30.00	\$690.00
710A160	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND)	23	SQUARE FOOT	\$25.00	\$575.00	\$21.54	\$495.42	\$23.19	\$533.37	\$22.28	\$512.44	\$30.00	\$660.00
710A165	CLASS 10 ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE XI BACKGROUND, FLUORESCENT)	22	SQUARE FOOT	\$26.00	\$572.00	\$24.77	\$544.94	\$26.67	\$586.74	\$25.62	\$563.64	\$26.00	\$1,326.00
710A170	CLASS 4, ALUMINUM FLAT SIGN PANELS 0.08" THICK (TYPE IV BACKGROUND)	51	SQUARE FOOT	\$26.00	\$1,326.00	\$23.69	\$1,208.19	\$25.51	\$1,301.01	\$24.51	\$1,250.01	\$35.00	\$3,360.00
710A187	CLASS 6 ALUMINUM MULTIPLE FLAT SIGN PANELS 0.125" THICK (TYPE IV OR XI BACKGROUND)	96	SQUARE FOOT	\$129.50	\$12,432.00	\$48.47	\$4,653.12	\$52.17	\$5,008.32	\$50.12	\$4,811.52	\$100.00	\$12,000.00
710B006	ROADWAY SIGN POST (S4 X 7.7 STEEL BEAM)	120	LINEAR FOOT	\$23.50	\$2,820.00	\$121.24	\$14,548.80	\$130.51	\$15,661.20	\$125.39	\$15,046.80	\$20.00	\$4,500.00
710B021	ROADWAY SIGN POST (#3 U CHANNEL, GALVANIZED STEEL OR 2 ", 14 GA SQUARE TUBULAR STEEL)	225	LINEAR FOOT	\$22.00	\$4,950.00	\$21.00	\$4,725.00	\$22.61	\$5,087.25	\$21.72	\$4,887.00	\$2,000.00	\$2,000.00
711A000	ROADWAY SIGN RELOCATION	1	LUMP SUM	\$3,500.00	\$3,500.00	\$3,015.60	\$3,015.60	\$3,246.34	\$3,246.34	\$3,118.86	\$3,118.86	\$12.50	\$10,550.00
740B000	CONSTRUCTION SIGNS	844	SQUARE FOOT	\$12.00	\$10,128.00	\$8.62	\$7,275.28	\$9.28	\$7,832.32	\$8.91	\$7,520.04	\$110.00	\$11,000.00
740D000	CHANNELIZING DRUMS	100	EACH	\$50.00	\$5,000.00	\$45.23	\$4,523.00	\$48.70	\$4,870.00	\$46.78	\$4,678.00	\$55.00	\$5,500.00
740E000	CONES (36 INCHES HIGH)	100	EACH	\$2.00	\$200.00	\$17.23	\$1,723.00	\$18.55	\$1,855.00	\$17.82	\$1,782.00	\$200.00	\$4,400.00
740F002	BARRICADES, TYPE III	22	EACH	\$450.00	\$9,900.00	\$210.02	\$4,620.44	\$226.08	\$4,973.76	\$217.21	\$4,778.62	\$5,000.00	\$20,000.00
741C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	4	EACH	\$4,500.00	\$18,000.00	\$1,930.24	\$7,720.96	\$4,057.92	\$16,231.68	\$3,898.58	\$15,594.32	\$3,000.00	\$12,000.00
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	4	EACH	\$9,000.00	\$36,000.00	\$2,530.62	\$10,122.48	\$8,695.55	\$34,782.20	\$8,354.09	\$33,416.36	\$6,500.00	\$123,500.00
750B601	ROADWAY LUMINAIRE ASSEMBLY WITH ONE, LED, 250 WATT EQUIVALENT LUMINAIRE	19	EACH	\$7,136.50	\$135,593.50	\$6,416.77	\$121,918.63	\$6,907.74	\$131,247.06	\$6,636.49	\$126,093.31	\$3,000.00	\$57,000.00

				1		2		3		4			
				Asphalt Services, Inc.		Wiregrass Construction Company, Inc.		McElhenney Construction Company, LLC		PL Russell, LLC		Engineer's Estimate	
Item No.	Item Description	Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
750C010	POLE FOUNDATION,ROADWAY	19	EACH	\$5,398.25	\$102,566.75	\$3,015.60	\$57,296.40	\$3,246.34	\$61,680.46	\$3,118.86	\$59,258.34	\$1,500.00	\$12,000.00
750D200	ELECTRICAL JUNCTION BOX,TYPE 1	8	EACH	\$1,485.00	\$11,880.00	\$807.75	\$6,462.00	\$869.56	\$6,956.48	\$835.41	\$6,683.28	\$25.00	\$2,500.00
750E112	CONDUIT, 1 INCH, RIGID NONMETALLIC	2600	LINEAR FOOT	\$28.25	\$73,450.00	\$5.39	\$14,014.00	\$5.80	\$15,080.00	\$5.57	\$14,482.00	\$4.50	\$47,925.00
750E115	CONDUIT,2 INCH,RIGID NONMETALLIC	100	LINEAR FOOT	\$32.00	\$3,200.00	\$8.62	\$862.00	\$9.28	\$928.00	\$8.91	\$891.00	\$7.00	\$700.00
750F024	CONDUCTOR, #6 AWG	10650	LINEAR FOOT	\$5.15	\$54,847.50	\$2.15	\$22,897.50	\$2.32	\$24,708.00	\$2.23	\$23,749.50	\$0.00	\$0.00
750F026	CONDUCTOR, #2 AWG	100	LINEAR FOOT	\$7.00	\$700.00	\$8.62	\$862.00	\$9.28	\$928.00	\$8.91	\$891.00	\$0.00	\$0.00
750H005	SERVICE POLE	1	EACH	\$3,700.00	\$3,700.00	\$3,015.60	\$3,015.60	\$3,246.34	\$3,246.34	\$3,118.86	\$3,118.86	\$3,000.00	\$3,000.00
750I015	LIGHTING CONTROL CENTER	1	EACH	\$17,200.00	\$17,200.00	\$37,695.00	\$37,695.00	\$40,579.22	\$40,579.22	\$38,985.77	\$38,985.77	\$40,000.00	\$40,000.00
756A022	4" ELECTRICAL CONDUIT, 1 LINE, TYPE 5 INSTALLATION	285	LINEAR FOOT	\$58.00	\$16,530.00	\$80.78	\$23,022.30	\$86.96	\$24,783.60	\$83.54	\$23,808.90	\$80.00	\$22,800.00
Total Bid Amount				\$1,597,777.50		\$1,770,207.77		\$1,787,010.31		\$1,663,581.71		\$1,665,069.37	

I, Jordan Stringfellow, P.E., Volkert, Inc., Consulting Engineers, do hereby certify that this tabulation of bids received by Volkert, Inc., as representatives of the City of Fairhope, on November 25, 2024 for construction of the above referenced project, is a true and correct copy of the bids submitted by the within named corporations.



Jordan Stringfellow, P.E.
Assistant Vice President
Volkert, Inc.

Volkert, Inc.
1110 Montlimar Drive
Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com

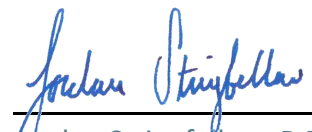


Proposal Evaluations



PROJECT NO: STPSU-0220(256)
PROJECT DESCRIPTION: ROUNDABOUT AT NORTH SECTION/SCENIC 98/ MAIN STREET IN FAIRHOPE, AL
PROJECT OWNER: CITY OF FAIRHOPE
OWNER REP / ENGINEER: VOLKERT INC. / JORDAN STRINGFELLOW, P.E.
EVALUATION DATE: NOVEMBER 26, 2024

EVALUATION ITEM	CONTRACTOR			
	ASPHALT SERVICES, INC.	MCELHENNEY CONSTRUCTION, LLC	WIREGRASS CONSTRUCTION, INC.	PL RUSSELL, LLC
Proposal Executed by Officer of Company?	✓	✓	✓	✓
Addenda 1 Acknowledged?	✓	✓	✓	✓
Addenda 2 Acknowledged?	✓	✓	✓	✓
Bid Guarantee Provided?	✓	✓	✓	✓
HR-DBE Completed?	✓	✓	✓	✓

Approved By: 
 Jordan Stringfellow, P.E.
 Assistant Vice President

Volkert, Inc.
1110 Montlimar Drive
Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com



Low Bidder's Updated HR-DBE Form and DBE Utilization Plan (Asphalt Services, Inc.)

Date: 11/25/2024
Letting Date: 11/25/2024

BIDDER'S LIST OF QUOTERS

In accordance with 49 CFR Part 26.11, the Alabama Department of Transportation will establish its State Disadvantaged Business Enterprise (DBE) goal using Bidders' Lists of Quoters. These Bidders' Lists of Quoters will be used to determine the relative availability of DBE's and Non-DBE's. Each Bidder's List of Quoters is a compilation of quoters who have submitted quotes to the Bidder during the advertising period. Subsequent to notification as Apparent Low Bidder, the Bidder must submit an **updated** Form HR-DBE prior to award of contract. Form HR-DBE will accompany Form OE-110 (DBE Utilization Plan) if appropriate.

Each time Form HR-DBE is submitted to the Department, the Bidder shall list the quoters for the project, using additional sheets if necessary. The listing shall include EACH quoter's name, business location, telephone number and whether or not the quoter is an Alabama certified DBE. **FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RENDER THE BID NON-RESPONSIVE AND THE BID MAY BE REJECTED.**

The term "quoter" shall include all subcontractors, manufacturers, and suppliers of materials.

BIDDER'S NAME: Asphalt Services Inc PROJECT NUMBER: STPSU-0220(256) COUNTY: Baldwin

Quoter's Name	Address	Telephone Number	DBE/Non-DBE
Aaron Boone Trucking, Inc	25271 Rawls Road, Loxley AL 36551	251-223-7786	DBE
Coastal Environmental and Erosion Control	30941 Mill Ln, Ste. G, #296 Spanish Fort, AL 36527	251-510-1469	DBE

**Alabama Department of Transportation
Disadvantaged Business Enterprise (DBE) Utilization Plan**

Original ☒
Revised ☐

Project Number: STPSU-0220(256)
County: Baldwin
Letting Date: 11/25/2024
Percent DBE Utilization Required: 3 %

Contractor Name: Asphalt Services, Inc.
Address: 11045 Old Hwy 31
Spanish Fort, AL
Contract Amount: \$ 1,597,777.50

DBE Firm Name & Certification Number	Type of Firm ³	Pay Item No.	Description of Work (include quantities and subcontract unit prices <i>OR</i> list the type of work and attach additional pages for details)	Joint ⁴ Checks	Dollar Amount
Name: Coastal Environmental and Erosion Cert. Number:	Contractor	Erosion Control	Erosion Control Items	No	\$ 48,153.05
Name: Aaron Boone Trucking Cert. Number: 12-00008	Contractor	Trucking	Hauling at Hourly Rate (Dirt, Asphalt, Rock, Clearing Debris)	No	\$ 16,786.00
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					
Name: Cert. Number:					

Instructions:

1. This plan must be submitted within 5 calendar days of the letting date.
2. The plan must indicate the contractor will meet the DBE goal noted in the proposal or documentation of good faith efforts must be attached.
3. Type of Firm – Contractor, Supplier, or Manufacturer
4. If joint checks will be used with a DBE Firm, indicate with “Yes” in the box and attach a copy of the applicable joint check agreement.

Total Dollar Amount to DBEs: \$ 64,939.05
Required Dollar Amount of DBE Utilization: \$ 47,933.32

ALDOT Approval: _____

Date: _____

Project Number: STPSU-0220(256)

County: Baldwin

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Taylor Renfro

Signature of Authorized Representative: 

Date: 11/25/2024

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: Coastal Environmental and Erosion ,

DBE Certification Number: _____

Address: 30941 Mill Ln, Ste. G, #296 Spanish Fort, AL 36527

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Project Number: STPSU-0220(256)

County: Baldwin

Certification of Prime Contractor:

I do hereby agree to commit this firm to use the certified DBE subcontractor(s) to perform the above described work in this contract. I hereby certify that all DBE subcontractor activities on this contract shall be performed in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: Taylor Renfro

Signature of Authorized Representative: 

Date: 11/25/2024

Certification of Non-DBE Subcontractor: _____

I hereby certify that my DBE Subcontractor(s) on this contract shall perform all activities in accordance with the current 49CFR Part 26 Regulations. I certify that all DBE activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of DBE activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

Certification of DBE Subcontractor: Aaron Boone Trucking

DBE Certification Number: 12-00008

Address: 25271 Rawls Road, Loxley AL 36551

I do hereby agree to participate and perform the work described above. I have been advised of the DBE responsibilities and am available, willing and able to complete the work. I hereby certify that my activities as a DBE Subcontractor on this contract shall be performed in accordance with the Current 49CFR Part 26 Regulations. I certify that my activities, both race conscious and race neutral, shall be properly reported. I further certify that the reporting of my activities shall be in accordance with the above Regulations.

Print name of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

PUR-003 Project Request Form

Final Audit Report

2024-10-16

Created:	2024-10-15
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAT83TMhOQNzpR9hZHxT5su64djCPueo2l

"PUR-003 Project Request Form" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2024-10-15 - 2:39:49 PM GMT
-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2024-10-15 - 2:40:17 PM GMT
-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2024-10-16 - 1:17:00 PM GMT
-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2024-10-16 - 1:17:59 PM GMT - Time Source: server
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2024-10-16 - 1:18:00 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2024-10-16 - 3:26:38 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2024-10-16 - 3:27:03 PM GMT - Time Source: server
-  Agreement completed.
2024-10-16 - 3:27:03 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-857

FROM:	Richard Johnson, CITY ENGINEER
SUBJECT:	The City Engineer, Richard Johnson, is requesting approval for a contract amendment for RFQ PS013-22 Request for Qualifications Professional Engineering Services - Roundabout at North Section Street/ Highway 104/ Veterans Drive/ Scenic 98 (ALDOT Project No. STPOA-0220()) to add additional Construction Engineering and Inspection Services.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To approve Contract Amendment No. 1 for RFQ PS013-22 Request for Qualifications Professional Engineering Services - Roundabout at North Section Street/ Highway 104/ Veterans Drive/ Scenic 98 (ALDOT Project No. STPOA-0220()) to add additional Construction Engineering and Inspection Services for a not-to-exceed cost of \$212,654.25.

BACKGROUND INFORMATION:

City of Fairhope approved contract award for RFQ PS013-22 Request for Qualifications Professional Engineering Services - Roundabout at North Section Street/ Highway 104/ Veterans Drive/ Scenic 98 (ALDOT Project No. STPOA-0220()) to Volkert, Inc. on July 11, 2022. The total contract award was not-to-exceed One Hundred Thirty-Seven Thousand Seven Hundred Thirteen Dollars and Seventy-Five Cents (\$137,713.75).

The City Engineer has requested Contract Amendment No. 1 to add Construction Engineering and Inspection Services to the existing contract with Volkert, Inc. for a not-to-exceed cost of Two Hundred Twelve Thousand Six Hundred Fifty-Four Dollars and Twenty-Five Cents (\$212,654.25). The new contract total will be Three Hundred Fifty Thousand Three Hundred Sixty-Eight Dollars (\$350,368.00).

Alabama Department of Transportation (ALDOT) to provide reimbursement of 80% of total with contract approval prior to execution; City of Fairhope agrees to match 20% of total.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available</u>
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				<u>Budget</u>
103--55881	Capital Project - Roundabout 104 & Section	\$212,654.25	\$212,654.25	\$0.00

GRANT:

MPO Grant 80/20 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, as follows:

[1] That Mayor Sherry Sullivan is hereby authorized to execute a contract amendment with Volkert, Inc. for (RFQ PS013-22) Request for Qualifications Professional Engineering Services – Roundabout at North Section Street/Highway 104/Veterans Drive/Scenic 98 (ALDOT Project No. STPOA-0220()) to add Construction Engineering and Inspection fees for a not-to-exceed cost of \$212,654.25. The new contract total will be \$350,368.00. Alabama Department of Transportation (ALDOT) to provide reimbursement of 80% of total with contract approval prior to execution; City of Fairhope agrees to match 20% of total. This is an 80/20 grant with ALDOT.

ADOPTED ON THIS 19TH DAY OF DECEMBER, 2024

Corey Martin, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Volkert, Inc.
1110 Montlimar Drive
Suite 1050
Mobile, Alabama 36609
(251) 342-1070
www.volkert.com



December 5, 2024

VIA E-MAIL

Mr. Richard Johson
City Engineer, City of Fairhope
555 S Section Street
Fairhope, AL 36532

Contract No. TBD

Professional and Special Services Related to Bid Procurement Services, Construction Administration Services, Construction Engineering & Inspection Services, and Materials & Testing Services for the Installation of a Roundabout at N Section St/Scenic 98/Main St
Fairhope, Alabama

RE: Fee Proposal for Bid Services, Construction Administration Services, Construction Engineering & Inspection Services, and Materials & Testing Services

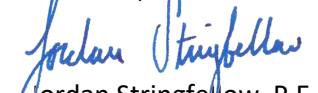
Dear Mr. Johnson,

Enclosed please find an electronic copy of the fee proposal for Professional and Special Services between the City of Fairhope and Volkert, Inc. for the following project:

**Installation of a Roundabout at N Section St/Scenic 98/Main St
(Bid and Construction Services)**

Thank you for the opportunity to provide these services. Please review the scope and fee included within this proposal. If you have any questions or comments or require additional information, please contact us.

Sincerely,
VOLKERT, INC.


Jordan Stringfellow, P.E.
Assistant Vice President

LRM/
Attachments



ATTACHMENT A – ENGINEERING FEE PROPOSAL

Volkert Project Number: TBD

Project Description: Installation of a Roundabout (Bid & Construction Services)

Client: City of Fairhope

Location: Intersection of N Section St/Scenic 98/Main St in Fairhope, AL

Date: 12/05/2024



PROJECT DESCRIPTION: Installation of a Roundabout at N Section St/Scenic 98/Main St (Bid and Construction Services)

INDEX

<u>DESCRIPTION</u>	<u>SHEET NUMBER</u>
Project Introduction & Scope	3
Basic Service & Special Services Summary	3 - 4
Summary of Engineering Fee Proposal	5
Basic Service Man-Hour & Cost Estimate	6 - 7
Special Service Man-Hour & Cost Estimate	8 - 9

ATTACHMENTS

Sub-Consultant Proposals	ATTACHMENT B
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PROJECT DESCRIPTION: Installation of a Roundabout at N Section St/Scenic 98/Main St (Bid and Construction Services)

PROJECT INTRODUCTION & SCOPE

This project will provide for the bid procurement, construction administration, construction engineering & inspection, and construction materials testing services required to construct a Roundabout at the intersection of North Section Street, Scenic Highway 98, and Main Street in the City of Fairhope. The roundabout construction will include an extension of an existing culvert, grading, drainage, base, pavement, and lighting installation.

Engineering services will include Basic Professional Services and Special Services. Basic services are defined as professional services provided by the principal consultant (Volkert Inc.). Special services are defined as support services provided by the principal consultant or sub-consultant. An itemized summary of the Basic and Special services is provided below:

BASIC SERVICES (Lump Sum)

Basic Services will include a Bid Procurement and Construction Administration phase. An anticipated list of services with descriptions is provided below:

- Bid Procurement

The Bid Procurement phase of the project will provide for the services needed to obtain pricing for construction of the project from qualified contractors. Bid packets will be prepared in accordance with the current bid laws for the state of Alabama and an advertisement will be prepared and submitted to the owner. The Engineer of Record will conduct pre-bid meetings and bid opening meetings. All bids will be evaluated and reconciled based on the contract requirements and the owner will be provided with a certified bid tabulation.

- Construction Administration

The construction administration phase will provide for the coordination / interaction of the owner, engineer, and prime contractor for the project. The Engineer of Record will attend weekly construction status meeting and will be the primary point of contact for all engineering related issues through project acceptance and project close-out. This service will provide for the review of contractor submittals and shop drawings, request for information, weekly status reports, and monthly construction pay applications. Upon completion of the project, the project site will be evaluated for compliance with the plans and specifications and record drawings will be produced and provided to the owner.

******Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed******

PROJECT DESCRIPTION: Installation of a Roundabout at N Section St/Scenic 98/Main St (Bid and Construction Services)

SPECIAL SERVICES (Cost Plus with Not to Exceed)

Special Services will include Construction Engineering and Inspection Services and Materials & Testing services. An anticipated list of services with descriptions is provided below:

- **Construction Engineering & Inspections (CE&I)**

CE&I services will provide for the services needed to ensure the project is constructed in compliance with the construction plans and specifications. Inspectors will be on site during all aspects of the work and will provide daily inspection reports of all contractor activities. The inspection personnel will track and quantify the installation of all required work items and will provide a summarized pay application at the end of each month. The CE&I project manager will prepare and conduct weekly construction status meetings with the Owner, Engineer of Record, Prime Contractor, and project stakeholders to inform all parties involved of the project status.

- **Materials & Testing Services - provided by Sub-Consultant**

The construction materials and testing services will be provided by Geotechnical Engineering-Testing, Inc. Refer to Attachment B for summary for scope of work presented by the subconsultant.

******Refer to Man-hour Estimates for itemized list of anticipated scope for each of the services listed******

EXCLUDED SERVICES

Any service not specifically mentioned or described within this document are considered excluded from the scope of services related to this task order. Excluded services will not be performed under this task order but may be added at the request of the Owner in the form of an amendment or a separate task order.

SUMMARY OF PROFESSIONAL AND SPECIAL SERVICES ROUNDBOUT AT N. SECTION/SCENIC 98/MAIN ST IN FAIRHOPE, AL (BID AND CONSTRUCTION SERVICES)		
BASIC / PROFESSIONAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
1	TOTAL BID PROCUREMENT	\$6,552.65
2	TOTAL CONSTRUCTION ADMINISTRATION PHASE	\$38,363.31
TOTAL BASIC SERVICES COST - LUMP SUM		\$44,915.96
SPECIAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
3	TOTAL CE&I SERVICES	\$125,229.04
4	TOTAL MATERIAL & TESTING SERVICES	\$42,509.25
TOTAL SPECIAL SERVICES COST - COST PLUS (NTE)		\$167,738.29
TOTAL ENGINEERING COST		\$212,654.25

Task No.	MAN-HOUR BID PROCUREMENT ESTIMATE ROUNDBOUT AT N. SECTION/SCENIC 98/MAIN ST IN FAIRHOPE, AL (BID AND CONSTRUCTION SERVICES)				
1	BID PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
1.1	Coordinate Project Advertisement		1		1
1.2	Prepare & Distribute Bid Packets		1	4	
1.3	Conduct Pre-Bid Meeting		3	3	
1.4	Address Questions & Issue Addendums	2	3	10	
1.5	Conduct Bid Opening		3	3	
1.6	Evaluate & Reconcile Bids	1	1	2	2
TOTAL BID MAN-HOURS		3	12	22	3

Task No.	PROPOSED BID PHASE FEE ROUNDBOUT AT N. SECTION/VETERANS/MAIN ST IN FAIRHOPE, AL (BID AND CONSTRUCTION SERVICES)			
1	BID PHASE	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	3	\$77.83	\$233.49
	Staff 2 Professional	12	\$68.59	\$823.08
	Staff 1 Professional	22	\$48.76	\$1,072.72
	Administrative Assistant	3	\$34.07	\$102.21
TOTAL DIRECT LABOR				\$2,231.50
	Combined Overhead		150.73%	\$3,363.54
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$5,595.04
	Operating Margin		15.00%	\$839.26
	FCCM		0.740%	\$16.51
TOTAL LABOR COSTS				\$6,450.81
Out of Pocket Costs				
	Travel Expenses (Mobile Office to Project Site) (38 Miles One-Way)	Trips	Miles	Rate
		2	76	\$0.670
TOTAL OUT OF POCKET				\$101.84
TOTAL BID PROCUREMENT				\$6,552.65

Task No.	MAN-HOUR CONSTRUCTION ADMINISTRATION ESTIMATE ROUNDBOUT AT N. SECTION/SCENIC 98/MAIN ST IN FAIRHOPE, AL (BID AND CONSTRUCTION SERVICES)				
2	CONSTRUCTION ADMINISTRATION PHASE	Project Manager	Staff 2 Prof	Staff 1 Prof	Admin
2.1	Prepare Contract Documents & Issue for Construction Plans		2	2	4
2.2	Assist with Pre-Construction Meeting	3	3	3	
2.3	Attend Weekly Status Meetings	9	40	80	
2.4	Review Shop Drawings / Submittals		8	20	
2.5	Substantial Completion Inspection	3	3	3	
2.6	Review Reports / Pay Estimates		10	5	4
2.7	Attend Final Inspection		3	3	
2.8	Prepare & Issue Record Drawings	1	1	10	2
TOTAL CONSTRUCTION ADMIN. MAN-HOURS		16	70	126	10

Task No.	PROPOSED CONSTRUCTION ADMINISTRATION FEE ROUNDBOUT AT N. SECTION/VETERANS/MAIN ST IN FAIRHOPE, AL (BID AND CONSTRUCTION SERVICES)			
2	CONSTRUCTION ADMINISTRATION PHASE	Man-hour	Rate	Cost
Labor Costs				
	Project Manager	16	\$77.83	\$1,245.28
	Staff 2 Professional	70	\$68.59	\$4,801.30
	Staff 1 Professional	126	\$48.76	\$6,143.76
	Administrative Assistant	10	\$34.07	\$340.70
TOTAL DIRECT LABOR				\$12,531.04
	Combined Overhead		150.73%	\$18,888.04
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$31,419.08
	Operating Margin		15.00%	\$4,712.86
	FCCM		0.740%	\$92.73
TOTAL LABOR COSTS				\$36,224.67
Out of Pocket Costs				
	Travel Expenses (Mobile Office to Project Site) (38 Miles One-Way)	Trips	Miles	Rate
		42	76	\$0.670
TOTAL OUT OF POCKET				\$2,138.64
TOTAL CONSTRUCTION ADMINISTRATION PHASE				\$38,363.31

Task No.	MAN-HOUR CONSTRUCTION ENGINEERING & INSPECTION (CE&I) ESTIMATE ROUNABOUT AT N. SECTION/SCENIC 98/MAIN ST IN FAIRHOPE, AL (BID AND CONSTRUCTION SERVICES)				
3	CE&I SERVICES Calendar Days	(300 Const. Proj. Mgr.	RPR 2	RPR 1	Admin.
3.1	Conduct Pre-Construction Meeting	2	2	2	
3.2	Daily Site Inspection	60	200	1543	
3.3	Prepare Contractor's Pay Estimates	12	5	5	24
3.4	Conduct Final Inspection / Punch List	2	2	4	
3.5	Prepare Record Drawings	4	4	15	
3.6	Prepare Project Closeout Documentation	2	2		15
TOTAL CE&I MAN-HOURS		82	215	1569	39

Task No.	PROPOSED CONSTRUCTION ENGINEERING & INSPECTION (CE&I) FEE ROUNABOUT AT N. SECTION/VETERANS/MAIN ST IN FAIRHOPE, AL (BID AND CONSTRUCTION SERVICES)			
3	CE&I SERVICES	Man-hour	Rate	Cost
Labor Costs				
	Construction Project Manager	82	\$44.00	\$3,608.00
	Resident Project Representative 2	215	\$30.45	\$6,546.75
	Resident Project Representative 1	1569	\$25.00	\$39,225.00
	Administrative Assistant	39	\$35.00	\$1,365.00
TOTAL DIRECT LABOR				\$50,744.75
	Combined Overhead		117.39%	\$59,569.26
TOTAL DIRECT LABOR PLUS COMBINED OVERHEAD				\$110,314.01
	Operating Margin		10.00%	\$11,031.40
	FCCM		0.740%	\$375.51
TOTAL LABOR COSTS				\$121,720.92
Out of Pocket Costs				
	Travel Expenses (Daphne Office to Project Site) (11 Miles One-Way)	Trips 238	Miles 22	Rate \$0.670
				Cost \$3,508.12
TOTAL OUT OF POCKET				\$3,508.12
TOTAL CE&I SERVICES				\$125,229.04

CONSTRUCTION MATERIALS TESTING (CMT) ESTIMATE (BY OTHERS) ROUNDBOUT AT N. SECTION/SCENIC 98/MAIN ST IN FAIRHOPE, AL (BID AND CONSTRUCTION SERVICES)		
SPECIAL SERVICES		
TASK	SERVICE DESCRIPTION	TOTAL COST
4	TOTAL MATERIAL & TESTING SERVICES	\$40,485.00
	5% MANAGEMENT FEE (VOLKERT)	\$2,024.25
TOTAL CMT COST		\$42,509.25



ATTACHMENT B – SUB-CONSULTANT PROPOSALS

Volkert Project Number: TBD

Project Description: Installation of a Roundabout (Bid & Construction Services)

Client: City of Fairhope

Location: Intersection of N Section St/Scenic 98/Main St in Fairhope, AL

Date: 12/05/2024



Geotechnical Engineering-Testing, Inc.

PROFESSIONAL ENGINEERS

Geotechnical Evaluations - Geosciences - Construction Materials - Pavement Management

November 19, 2024

Mr. Luke Montalvo
Volkert Inc.
1110 Montlimar Drive, Suite 1050
Mobile , AL 36609

Email: luke.montalvo@volkert.com

Re: STPSU-0220(256)
Estimated Fees for Providing Construction Materials Testing Services for the
Roundabout at North Section Street/Veterans Drive/Main Street in Fairhope, Alabama

Gentlemen:

Geotechnical Engineering-Testing, Inc. (GET) is pleased to provide estimated fees for providing the construction materials testing services for the referenced project. Per your request we have provided an estimate of our fees based a time and materials basis for performing field testing and observations, geotechnical engineering consultation and supervision. We understand that all soils and aggregate materials will be tested in GET's accredited laboratory. GET will be responsible for delivering concrete cylinders to the ALDOT region office and logging samples into the ALDOT system.

The estimated units of services have been based on GET personnel and engineers performing the field testing of concrete, soils, aggregate and asphalt for the project and providing any additional geotechnical engineering supervision, evaluations and support that may be required. We have reviewed the project plans and have made an estimate of time based on typical construction practices for projects of this nature. GET personnel will be available to assist Volkert's CEI personnel for other inspection tasks as needed on the project.

The estimated numbers of hours and tests to be performed and equipment and supplies along with the associated unit fees have been included in the attached table. Unit fees and an estimate of the number of laboratory tests of soils, concrete, and aggregate have been included. The associated project supervision and administrative time has been established as 10 percent of the field and laboratory testing cost. This time will cover all time required to review and distribute daily field reports, field test reports and laboratory test reports as well as provide supervision and coordination of technician personnel. Estimated units and hourly rates for the technician supervisor and/or senior engineer personnel have been included for submittal review, miscellaneous meetings, site visits or consultation. The actual number of

tests and hours required for the project can significantly vary depending on the contractor's schedule, means and methods, and number of times that items may have to be reinspected. Our estimated fee is about FORTY THOUSAND FIVE HUNDRED DOLLARS (40,500.00). We will obtain prior approval should we believe our fees to exceed this estimated amount. We will submit invoices on a monthly basis based upon the work completed.

Geotechnical Engineering-Testing, Inc. appreciates this opportunity to provide engineering services to Volkert, Inc. Should questions arise regarding this proposal, please let us know.

We thank you very much for your consideration of using our firm for providing the construction materials testing services on your project.

Sincerely,

GEOTECHNICAL ENGINEERING-TESTING, INC.



Curt Doyle, P.E.
Principal Engineer
Alabama License No. 25733
Date: 11/19/2024

**TABULATION OF ESTIMATED UNITS OF SERVICE AND FEES TO
PROVIDE CONSTRUCTION MATERIALS TESTING FOR THE
ROUNDBOUT AT NORTH SECTION STREET/VETERANS DRIVE
FAIRHOPE, AL**

NOVEMBER 19, 2024

<u>ITEM OF SERVICE</u>	<u>EST. UNITS</u>		<u>UNIT FEE</u>	<u>EST. TOTAL FEE</u>
1. Technician Level III	120	Hours	\$ 75.00 /Hr	\$ 9,000.00
2. Technician Level III (Overtime)	12	Hours	\$ 100.00 /Hr	\$ 1,200.00
3. Technician Level IV	180	Hours	\$ 84.00 /Hr	\$ 15,120.00
4. Technician Level IV (Overtime)	18	Hours	\$ 110.00 /Hr	\$ 1,980.00
5. Standard Proctor Density (Soil)	4	Each	\$ 175.00 /Ea	\$ 700.00
6. Soil Classification Tests	4	Each	\$ 200.00 /Ea	\$ 800.00
7. Modified Proctor Density (Rock)	1	Each	\$ 300.00 /Ea	\$ 300.00
8. Sieve Analysis (Rock)	1	Each	\$ 300.00 /Ea	\$ 300.00
9. Bulk Specific Gravity/Absorption of Aggregate	1	Each	\$ 450.00 /Ea	\$ 450.00
10. Topsoil Analysis	2	Each	\$ 200.00 /Ea	\$ 400.00
SubTotal: \$				30,250.00
1. Supervision, Report Review & Administration	10%			\$ 3,025.00
2. Technician Supervisor	8	Hours	\$ 100.00 /Hr	\$ 800.00
3. Principal Engineer, P.E.	8	Hours	\$ 220.00 /Hr	\$ 1,760.00
4. Concrete Cylinder Molds	120	Each	\$ 7.50 /Ea	\$ 900.00
5. Nuclear Density Gauge Rental	20	Days	\$ 30.00 /Day	\$ 600.00
6. Mileage	90	Trips	\$ 35.00 /Trip	\$ 3,150.00
ESTIMATED TOTAL: \$				40,485.00

Notes

1. Technician time will be charged portal-to-portal with a minimum 2 hour trip charge.
2. Overtime will include work over 8 hours per day and/or weekends.
3. General project management, report review, report distribution, and general administration will be charged based upon 10% of the field and laboratory testing services performed.
4. Submittal reviews and trips to the site by the Technician Supervisor or Engineer for meetings and/or consultation will be based upon hourly rates.

City of Fairhope
Contract Amendment No. 1
RFQ No. PS013-22
Roundabout at North Section Street/ Highway 104/ Veterans Drive/ Scenic 98
ALDOT Project No. STPOA-0220()
CPMS Reference #100070869 & 100070870

This **AMENDMENT OF CONTRACT** ("AMENDMENT") is made this _____ day of _____, 202__ for the purpose of increasing the contract for **RFQ No. PS013-22 Roundabout at North Section Street/ Highway 104/ Veterans Drive/ Scenic 98** dated September 1, 2022 ("Original Contract") between the **City of Fairhope** and **Volkert, Inc.** (the "Parties").

1. The Original Contract, which is attached hereto as part of this Amendment is described below:
The Original Contract was awarded for a not-to-exceed amount of One Hundred Thirty-Seven Thousand Seven Hundred Thirteen Dollars and Seventy-Five Cents (\$137,713.75).
2. The Parties agreed to amend the Original Contract to add bid procurement, construction administration, construction engineering and inspection, and construction materials testing services for the bid cost of Two Hundred Twelve Thousand Six Hundred Fifty-Four Dollars and Twenty-Five Cents (\$212,654.25).
3. That amendment binds and benefits both Parties and any successors or assigns. This document, including the attached original contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, remain unchanged. This contract will be increased Two Hundred Twelve Thousand Six Hundred Fifty-Four Dollars and Twenty-Five Cents (\$212,654.25). The total cost of the contract shall be not-to-exceed Three Hundred Fifty Thousand Three Hundred Sixty-Eight Dollars (\$350,368.00).

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

By: Sherry Sullivan, Mayor

By: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

I, the undersigned authority in and for said State and County, hereby certify that **Sherry Sullivan** as 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, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 202__.

Notary Public _____

My Commission Expires _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____
Signature of Officer Authorized to Sign Bids and Contracts for the Firm Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

Foreign Corporation Entity ID
(Required of out-of-state vendors)

NOTARY

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

Whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being 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__.

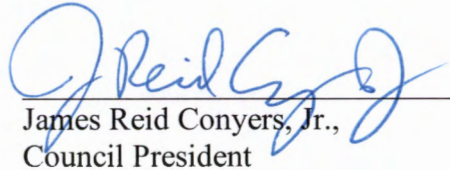
Notary Public _____

My Commission Expires _____

RESOLUTION NO. 4492-22

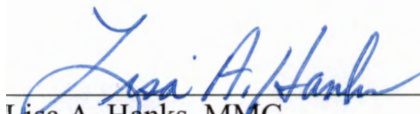
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves hiring Volkert, Inc. for Professional Engineering Services for the award of (RFQ PS013-22) Roundabout at North Section Street/City 104/Veterans Drive/Scenic 98 for the Public Works Department; that includes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

DULY ADOPTED THIS 11TH DAY OF JULY , 2022



James Reid Conyers, Jr.,
Council President

Attest:



Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-885

FROM:	Richard Johnson, CITY ENGINEER
	Justin Hammers, PARK RANGER/URBAN FORRESTER
SUBJECT:	\$14,334.00 gift to the City of Fairhope from Lucy McVay and earmark these funds for an additional entrance to Knoll Park; and authorize the use of Capital Improvement Funds for the remainder of the cost of Project.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council adopts Resolution to \$14,334.00 gift to the City of Fairhope from Lucy McVay and earmark these funds for an additional entrance to Knoll Park; and authorize the use of Capital Improvement Funds for the remainder of the cost of Project.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$ ____	\$ ____	(\$ ____)

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):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby accepts the \$14,334.00 gift to the City of Fairhope from Lucy McVay and earmark these funds for an additional entrance to Knoll Park; and authorize the use of Capital Improvement Funds for the remainder of the cost of Project.

Adopted on this 19th day of December, 2024

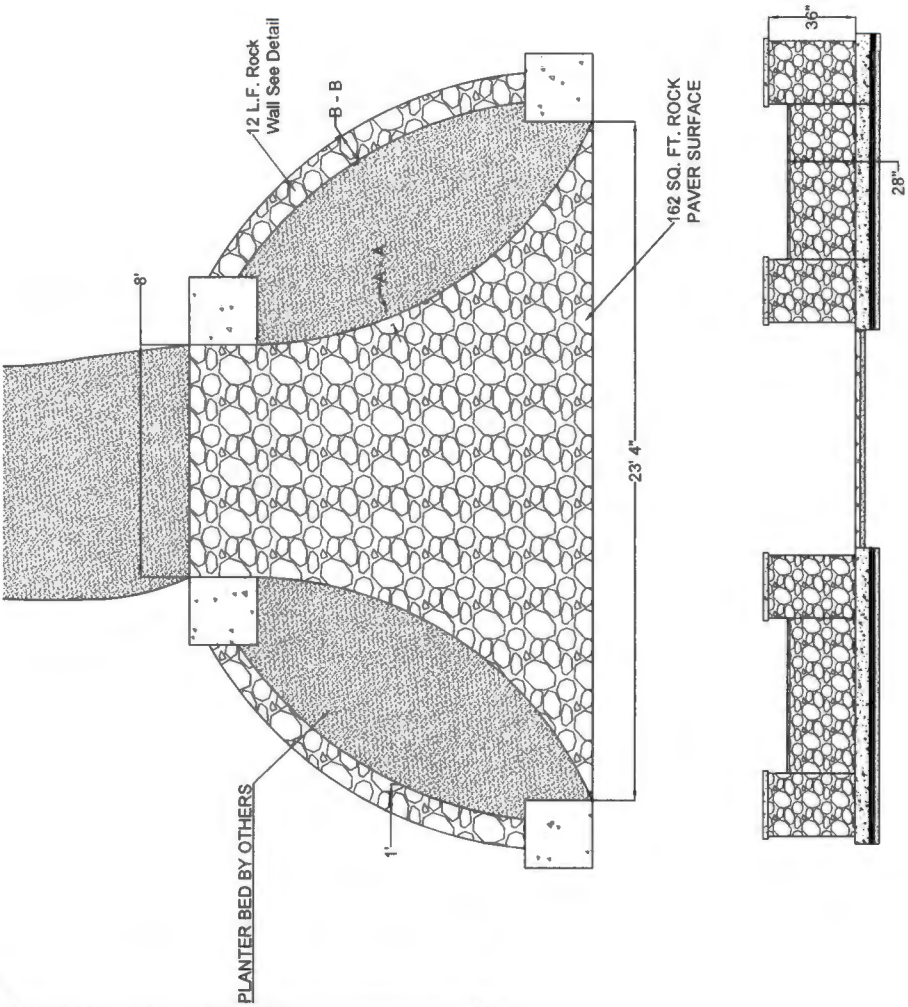
Jack Burrell, Council President

Attest:

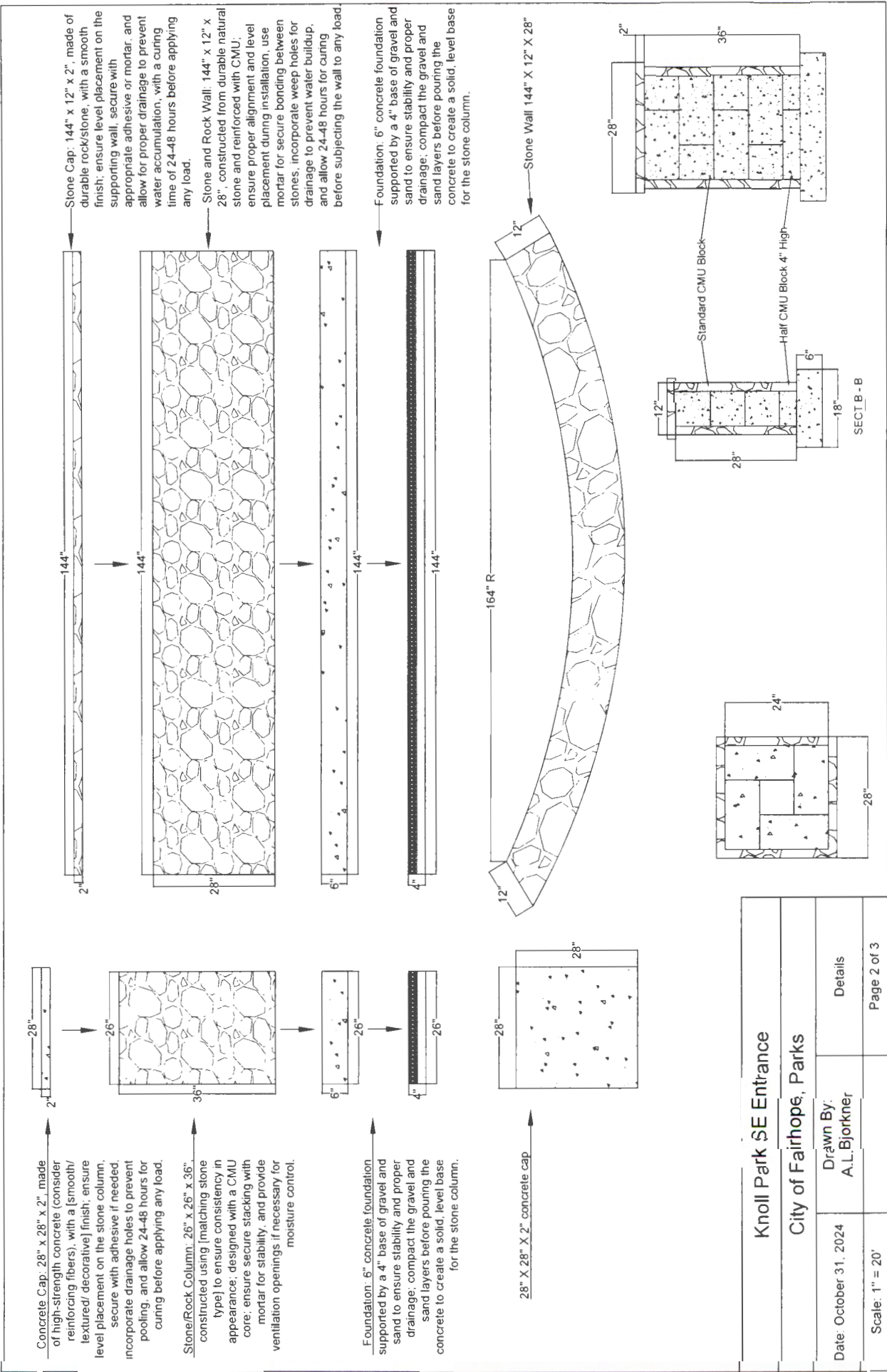
Lisa A. Hanks, MMC
City Clerk

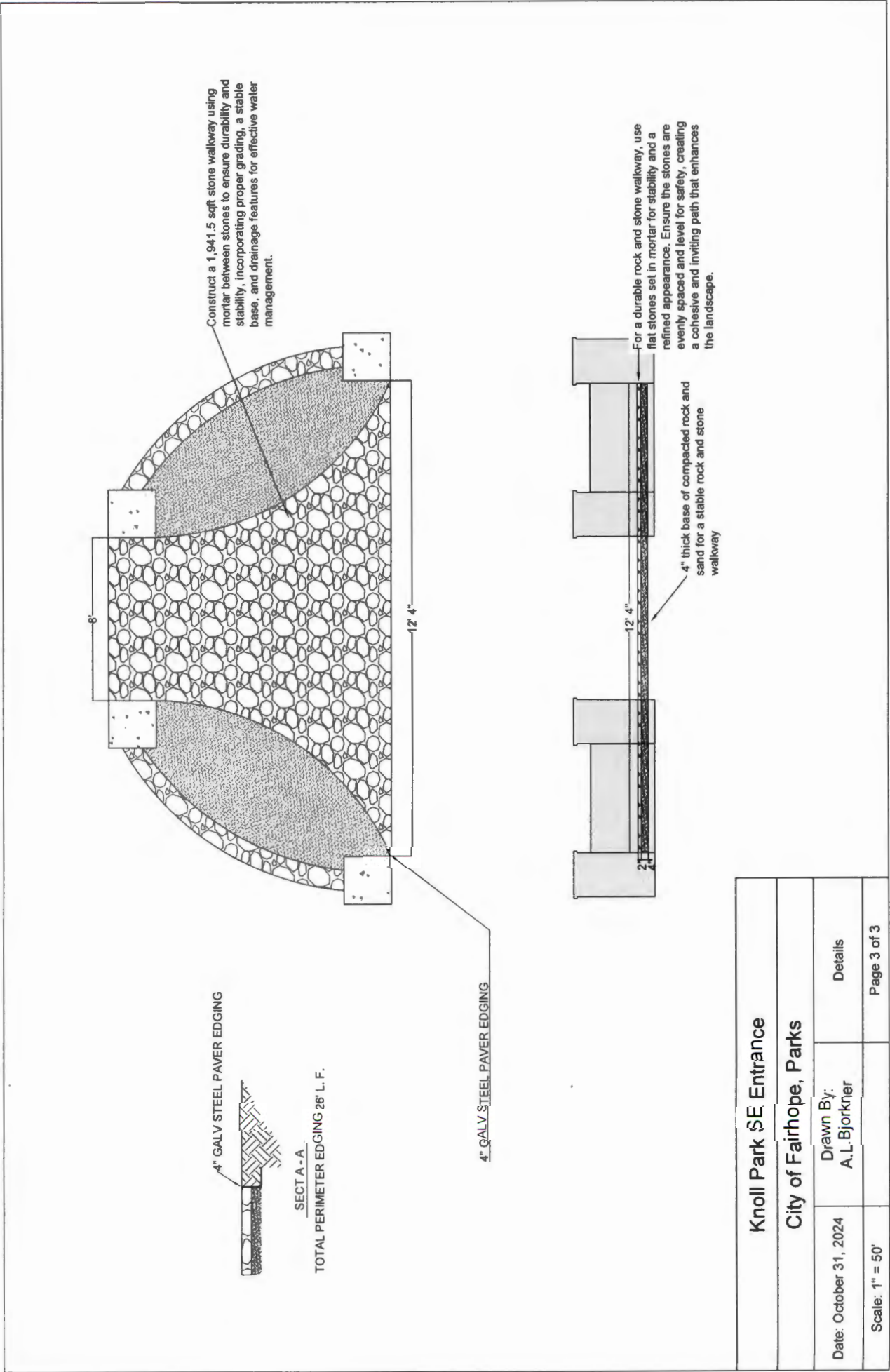


Reference Photo



Knoll Park SE Entrance			
City of Fairhope, Parks			
Date: October 31, 2024	Drawn By: A.L. Bjorkner	Layout	
Scale: 1" = 50'		Page 1 of 3	





Knoll Park SE Entrance			
City of Fairhope, Parks			
Date: October 31, 2024	Drawn By: A.L. Bjorkner	Details	Page 3 of 3
Scale: 1" = 50'			

December 9, 2024

Lucy McVay
19009 Scenic Highway 98
Fairhope, AL 36532

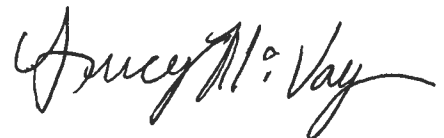
Justin Hammers
City of Fairhope

Re: Knoll Park

Dear Justin,

The intent for the donation of \$14,334 is to help fund construction of an entrance to Knoll Park at the southeast corner of the park. The streets bordering the corner of Knoll Park are Fairhope Avenue and South Bayview.

Sincerely,

A handwritten signature in black ink that reads "Lucy McVay". The signature is fluid and cursive, with the first name "Lucy" being more prominent and the last name "McVay" written in a continuous script.

Lucy McVay



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-889

FROM:	Sherry Sullivan, Mayor
SUBJECT:	The donation from the Colvin Family the Christmas Arch in memory of their mother Carolyn Seale Colvin; and the planter that is to be used at the Flying Creek Nature Preserve.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

The City Council adopts Resolution to accept the donation from the Colvin Family the Christmas Arch in memory of their mother Carolyn Seale Colvin; and the planter that is to be used at the Flying Creek Nature Preserve.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$____	\$____	(\$____)

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):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, That the Fairhope City Council hereby accepts the Gift from the Colvin Family for the Christmas Arch in memory of their mother Carolyn Seale Colvin; and the Planter that is to be used at the Flying Creek Nature Preserve valued at \$2,900.00.

Adopted on this 19th day of December, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk





November 18, 2024

The Colvin Family and Fairhope Furniture would like to donate the Christmas Arch to the City of Fairhope in memory of our mother, Carolyn Seale Colvin. She loved Fairhope and the Christmas season was always special by her decorations and the love of her family. We wish everyone a joyful season and enjoy your loved ones and please help when you can in the community for those in need.

Christmas Arch valued at: \$999

Also, donating a planter to be used at the Flying Creek Nature Preserve valued at: \$2,000

Total donation value: \$2,999.00

David V. Colvin

Fairhope Furniture

458 North Section Street

Fairhope, AL, USA



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-858

FROM:	Daryl Morefield, WATER SUPERINTENDENT
	Richard Johnson, CITY ENGINEER
SUBJECT:	Cottonwood Estates Subdivision public water improvements are to be accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and P&G Developments, LLC (the "Subdivider") and Grant Nichols Construction, Inc (the "Contractor").
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council adopts the resolution for Cottonwood Estates Subdivision public water improvements hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and P&G Developments, LLC (the "Subdivider") and Grant Nichols Construction, Inc (the "Contractor").

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$ ____	\$ ____	(\$ ____)

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):

RESOLUTION NO. ____

WHEREAS, the Owners of Cottonwood Estates Subdivision desire to have all Fairhope public water improvements located in public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Instrument Number 2150996, accepted for maintenance by the City of Fairhope, Alabama, and;

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

WHEREAS, the Water and Sewer Superintendent and City Engineer have indicated that the improvements meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Cottonwood Estates Subdivision, a maintenance bond for the public water improvements constructed outside of the Corporate Limits for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, that the public water improvements indicated herein for Cottonwood Estates Subdivision are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and P&G Developments, LLC (the “Subdivider”) and Grant Nichols Construction, Inc (the “Contractor”).

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

Adopted this 19th day of December, 2024

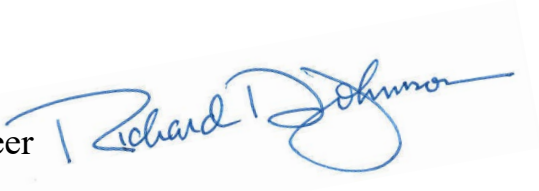
Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Memorandum

From: Richard D. Johnson, P.E., City Engineer 

To: Sherry Sullivan, Mayor

Thru: City Clerk

CC: Water Utility Superintendent & Inspector, P&Z Staff; Legal; File

Date: December 6, 2024

Subject: MAINTENANCE AND GUARANTY AGREEMENT & Draft Bond
– P&G Development, LLC – Cottonwood Subdivision - Public Water
Improvements

Madam Clerk:

The Developer for the above referenced project has completed all Public Water improvements, received Final Plat Approval from Baldwin County and submitted the required Maintenance & Guaranty Agreement and draft bond documents (surety).

The improvements and accompanying documents have the full endorsement of the Water Utility Superintendent and City Engineer. We are submitting these actionable documents to the City Clerk for the review of the Mayor and the Approval and Acceptance of the City Council.

Upon Approval and Acceptance of the City Council, the Applicant will have thirty (30) days to submit the executed bond to the Office of the City Clerk. The receipt of the bond will start of 2-yr warranty period

Upon the Mayor's review, please prepare a Resolution for the Council Agenda.

RDJ

MAINTENANCE AND GUARANTY AGREEMENT
FOR UTILITY IMPROVEMENTS OUTSIDE OF THE CORPORATE LIMITS

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between P&G Developments, LLC (the "Subdivider") and Grant Nichols Construction, Inc., (the "Contractor"), as well as the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, Contractor and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties"), on the following recitals, terms, and conditions:

WHEREAS, the Subdivider or Contractor is the developer of Cottonwood Subdivision (the "Subdivision"), which Subdivision is recorded as Instrument Number 2150996 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

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

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

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

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

identified as a result of such inspection within 15 days of the inspection. Any and all Defect(s) so identified by the City shall be remedied by the Subdivider or Contractor within ten days of the Notice of Defects, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider or Contractor shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider or Contractor has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. However, any and all Defects identified by the City shall be completely remedied, to the complete satisfaction of the City, prior to acceptance of the Improvements by the City. Additionally, in the event other Defects arise after expiration of the Maintenance Period, but prior to all Defects identified by the City in the Notice of Defects being completely remedied by the Subdivider or Contractor, the Subdivider or Contractor shall be responsible for remedying such other Defect(s), in like manner as set forth above, prior to the City accepting the Improvements. It is the intent of this Agreement that there be no Defect(s) in the Improvements at the time the City accepts the same.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider or Contractor shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$280,273.50. In the event the foregoing condition precedent is not satisfied within Thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

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

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

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

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider or Contractor shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the

Subdivider or Contractor within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

P&G Developments, LLC

By: George W. Carnley Jr.
Name: George W. Carnley Jr.
As Its: Member
Date: 10/30/2024

Grant Nichols Construction, Inc.

By: 

Name: Grant Nichols

As Its: President

AL GC License #: 55102

Date: 10/28/24

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As Its Mayor

Date: _____

ATTEST:

_____, City Clerk

EXHIBIT "A" **The Improvements**

WATER MAINTENANCE BOND ESTIMATE
COTTONWOOD SUBDIVISION
PROJECT NO. 20211037
84 LOTS

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
WATER					
100.00	DIRECTIONAL BORE INSTALLATION (16" STEEL ENCASMENT FOR 8" DIP)	LF	40	\$ 435.00	\$ 17,400.00
101.00	8" DUCTILE IRON PIPE	LF	6246	\$ 60.00	\$ 374,760.00
102.00	6" M.J. TAPPING SLEEVE & VALVE ASSEMBLY	EA	1	\$ 5,205.00	\$ 5,205.00
103.00	8" X 6" REDUCER	EA	1	\$ 775.00	\$ 775.00
104.00	8" M.J. GATE VALVE W/ MEGALUGS	EA	9	\$ 2,650.00	\$ 23,850.00
105.00	8" M.J. TEE	EA	5	\$ 1,225.00	\$ 6,125.00
106.00	8" M.J. 90 DEGREE BEND	EA	1	\$ 895.00	\$ 895.00
107.00	8" M.J. 45 DEGREE BEND	EA	8	\$ 820.00	\$ 6,560.00
108.00	8" M.J. 22.5 DEGREE BEND	EA	13	\$ 930.00	\$ 12,090.00
109.00	8" X 3" REDUCER	EA	1	\$ 870.00	\$ 870.00
110.00	3" M.J. TAPPING SLEEVE & VALVE ASSEMBLY	EA	1	\$ 3,250.00	\$ 3,250.00
111.00	3" PLUG	EA	1	\$ 550.00	\$ 550.00
112.00	CONNECTION TO EXISTING WATER MAIN	EA	2	\$ 3,460.00	\$ 6,920.00
113.00	WATER SERVICE	EA	84	\$ 1,250.00	\$ 105,000.00
114.00	WATER SERVICE (RECONNECTION TO 8" MAIN)	EA	4	\$ 2,500.00	\$ 10,000.00
115.00	DIRECTIONAL BORE INSTALLATION (FOR 3/4" WATER SERVICE)	LF	140	\$ 26.00	\$ 3,640.00
116.00	IRRIGATION SERVICE	EA	2	\$ 1,750.00	\$ 3,500.00
117.00	FIRE HYDRANT ASSEMBLY (INCLUDES TEE, VALVE & HYDRANT)	EA	16	\$ 6,175.00	\$ 98,800.00
	TOTAL FOR WATER				\$ 680,190.00
ALTERNATE 1: OFFSITE WATER (HONS TO CR-32)					
200.00	DIRECTIONAL BORE INSTALLATION (16" STEEL ENCASMENT FOR 8" DIP)	LF	40	\$ 435.00	\$ 17,400.00
201.00	DIRECTIONAL BORE INSTALLATION (3/4" WATER SERVICE)	LF	160	\$ 26.00	\$ 4,160.00
202.00	12" M.J. TAPPING SLEEVE & VALVE ASSEMBLY	EA	1	\$ 10,850.00	\$ 10,850.00
203.00	12" X 8" REDUCER	EA	1	\$ 1,105.00	\$ 1,105.00
204.00	8" DUCTILE IRON PIPE	LF	1537	\$ 65.00	\$ 99,905.00
205.00	FIRE HYDRANT ASSEMBLY (INCLUDES TEE, VALVE & HYDRANT)	EA	2	\$ 6,175.00	\$ 12,350.00
206.00	8" M.J. 45 DEGREE BEND	EA	2	\$ 820.00	\$ 1,640.00
207.00	8" M.J. 22.5 DEGREE BEND	EA	10	\$ 930.00	\$ 9,300.00
208.00	WATER SERVICE (RECONNECTION TO 8" MAIN)	EA	10	\$ 2,500.00	\$ 25,000.00
209.00	8" M.J. TEE	EA	3	\$ 1,225.00	\$ 3,675.00

WATER MAINTENANCE BOND ESTIMATE
COTTONWOOD SUBDIVISION
PROJECT NO. 20211037
84 LOTS

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
210.00	8" M.J. 90 DEGREE BEND	EA	2	\$ 895.00	\$ 1,790.00
211.00	2" M.J. TAPPING SLEEVE & VALVE ASSEMBLY	EA	1	\$ 1,350.00	\$ 1,350.00
212.00	8" X 2" REDUCER	EA	1	\$ 865.00	\$ 865.00
213.00	3" M.J. TAPPING SLEEVE & VALVE ASSEMBLY	EA	1	\$ 2,775.00	\$ 2,775.00
214.00	8" X 3" REDUCER	EA	1	\$ 865.00	\$ 865.00
TOTAL FOR ALTERNATE 1					\$ 193,030.00
ALTERNATE 2: OFFSITE WATER (FROM SOUTH ENTRANCE TO CHAMPIONS WAY)					
300.00	8" DUCTILE IRON PIPE	LF	842	\$ 65.00	\$ 54,730.00
301.00	8" X 6" REDUCER	EA	1	\$ 435.00	\$ 435.00
302.00	8" M.J. 45 DEGREE BEND	EA	2	\$ 785.00	\$ 1,570.00
303.00	WATER SERVICE (RECONNECTION TO 8" MAIN)	EA	2	\$ 895.00	\$ 1,790.00
304.00	3" CAP	EA	1	\$ 2,500.00	\$ 2,500.00
TOTAL FOR ALTERNATE 2					\$ 61,025.00
WATER TOTAL					\$ 934,245.00
MAINTENANCE BOND AMOUNT, 2 YEARS @ 30% SOV					\$ 280,273.50


4/26/24

56-01-01-0-001-032.000
WIDEN, WILLIAM M.
16306 OLD PIERCE RD
FAIRHOPE, AL 36532
(DB 410 PAGE 361)

05-56-01-01-0-001-034.012
GUINN, JOHN D.
1706B COUNTY COURT
FAIRHOPE, AL 36532
(INS #1907332)

05-56-01-01-0-001-034.010
GUINN, JOHN D.
1706B COUNTY COURT
FAIRHOPE, AL 36532
(INS #1907332)

56-01-01-0-001-034.006
DAVIS, EMMA FAYE
11707 CHAMPION RD
FAIRHOPE, AL 36532
(INS #1016837)

56-01-12-0-001-001.002
HERON, PAUL
11714 CHAMPION RD
FAIRHOPE, AL 36532
(RFB 549 PAGE 1575)

56-01-12-0-001-001.001
BAILEY, LESLIE S.
11806 CHAMPION RD
FAIRHOPE, AL 36532
(INS #1108332)

56-01-12-0-001-001.016
11806 CHAMPION RD
FAIRHOPE, AL 36532
(INS #48752)

56-01-12-0-001-001.003
POST, JOHN L SR ETAL POST, WILLIAM L JR;
1311 MALDONADO DR.
PENSACOLA BEACH, FL 32561
(INS #1653851)

2150996

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/08/2024 11:30 AM
TOTAL \$109.00 2 Pages
SLIDE 0002971-D

56-01-01-0-001-031.000
JORDAN, MERNE & BARBARA M
4154 ANTARES RD
MOBILE, AL 36683
(RFB 183 PAGE 993)

(R) N89°56'20"E 1333.88'
S89°43'09"E 1334.06'
S89°43'09"E 1285.03'

Wetland Delineation
by Wetland
Sciences, Inc.
October 2022

POINT OF BEGINNING

1/2" CRS (CA-1187-LS)

LINE	BEARING	DISTANCE
L1	N00°09'16"E	40.00'
L2	N89°42'42"W	53.95'

LEGEND:

- POST
- ▲ WETLAND MARKER
- ⊗ TEMPORARY BENCH MARK
- CTIF CRIMP TOP IRON PIPE FOUND
- CRF CAPPED REBAR FOUND
- CEPF OPEN END IRON PIPE FOUND
- CRS CAPPED REBAR SET (CA-1187-LS)
- RRSF RAILROAD SPIKE FOUND IN PLACE
- DB DEED BOOK
- INS INSTRUMENT
- RPB REAL PROPERTY BOOK
- OMP CORRUGATED METAL PIPE
- CPF CORRUGATED PLASTIC PIPE
- RCAP REINFORCED CONCRETE ARCH PIPE
- RCF REINFORCED CONCRETE PIPE
- (R) RECORD BEARING AND DISTANCE
- WIRE FENCE

SURVEYOR'S NOTES:

- THERE WAS NO RECORDED OR UNRECORDED DEEDS, EASEMENTS, RIGHT-OF-WAYS, OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES OF SAID PROPERTIES.
- THERE WAS NO ATTEMPT TO DETERMINE THE EXISTENCE, LOCATION, OR EXTENT OF ANY SUB-SURFACE FEATURES.
- THE LINES REPRESENTING THE CENTERLINE AND RIGHT-OF-WAYS OF THE STREETS ARE SHOWN FOR VISUAL PURPOSES ONLY AND WERE NOT SURVEYED UNLESS RIGHT-OF-WAY MONUMENTATION IS ALSO SHOWN.
- SURVEY WAS CONDUCTED ON DECEMBER, 2021 AND FEBRUARY 2024 AND IS RECORDED IN AN ELECTRONIC FIELD BOOK.
- BEARINGS AND DISTANCES SHOWN HEREON WERE "COMPUTED" FROM ACTUAL FIELD TRAVERSES, AND ARE BASED ON STATE PLANE GRID, ALABAMA WEST ZONE USING GPS OBSERVATIONS.
- THIS SURVEY HAS BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, EFFECTIVE JANUARY 1, 2017.

Total Area 38.00 AC
Zoning Dist. 39
Total Lots BC2
Density 84
Min. Lot 2.21 / AC
Smallest Lot 7600 SF
Largest Lot 30,000 SF (LOT 82)
Street Length 2948 LF
Asphalt Width 20 feet
Curbing 2.5' Valley Gutter
Common Area 16.04 Acres

Setbacks:
Front: 30 Ft.
Rear: 30 Ft.
Side: 10 Ft.
Side Street: 20 Ft.

OWNER / DEVELOPER
P&G DEVELOPMENTS, LLC
319 WOODBRIDGE DR
DAPHNE AL 36526

Parcel Information
Parcel Number: 05-56-01-01-0-001-035.000
PIN: 30353

H.C.S FOR RIVER PARK ROAD AND
CHAMPION ROAD 40 FT. AT TIME OF
RECORDING.

Utility Providers:
Water: FAIRHOPE UTILITIES
Sewer: BALDWIN COUNTY SEWER SERVICE
Power: BALDWIN EMC
Telephone: AT&T

CERTIFICATE OF APPROVAL BY BALDWIN COUNTY SEWER SERVICE

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY SEWER SERVICE HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 15th DAY OF October, 2024.

CERTIFICATE OF APPROVAL BY AT&T

THE UNDERSIGNED, AS AUTHORIZED BY AT&T HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 15th DAY OF October, 2024.

CERTIFICATE OF APPROVAL BY BALDWIN EMC

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN EMC HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 15th DAY OF October, 2024.

CERTIFICATE OF APPROVAL BY FAIRHOPE UTILITIES WATER

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE UTILITIES, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 15th DAY OF September, 2024.

CERTIFICATE OF APPROVAL BY THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION

THE UNDERSIGNED, AS CHAIRMAN OF BALDWIN COUNTY PLANNING AND ZONING COMMISSION, HEREBY CERTIFIES THAT, AT ITS MEETING OF October, 2024, THE BALDWIN COUNTY PLANNING AND ZONING COMMISSION APPROVED THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 15th DAY OF October, 2024.

BALDWIN COUNTY PLANNING AND ZONING COMMISSION
BY: Stacy Humphrey
ITS: Chairman

CERTIFICATE OF APPROVAL BY E-911 ADDRESSING:

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY E-911 BOARD, HEREBY APPROVES THE ROAD NAMES AS DEPICTED ON THE WITHIN PLAT AND HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 15th DAY OF September, 2024.

CERTIFICATE OF THE BALDWIN COUNTY PLANNING DIRECTOR:

THE UNDERSIGNED, AS DIRECTOR OF THE BALDWIN COUNTY PLANNING AND ZONING DEPARTMENT, HEREBY APPROVES THE WITHIN PLAT FOR RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS DAY OF October, 2024.

CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

THE UNDERSIGNED, AS COUNTY ENGINEER OF BALDWIN COUNTY, ALABAMA, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA, THIS 15th DAY OF October, 2024.

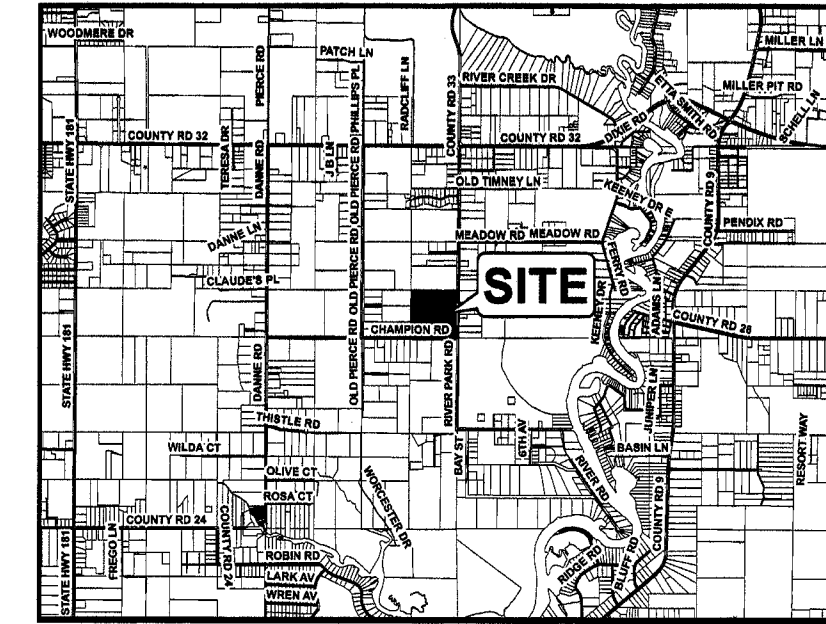
COUNTY ENGINEER

MORTGAGEE'S ACCEPTANCE:

IN WITNESS WHEREOF, DR Horton, THE OWNERS OF THE MORTGAGE OF DR Horton, INC., Birmingham, AL, AN ALABAMA CORPORATION, SHOWN HEREON HAS CAUSED THIS INSTRUMENT TO BE EXECUTED BY THE UNDERSIGNED OFFICERS, THEREUNTO FULLY AUTHORIZED ON THIS 15th DAY OF September, 2024.

CERTIFICATION BY NOTARY PUBLIC:

ACKNOWLEDGMENT,
STATE OF ALABAMA
BALDWIN COUNTY
I, Judy K Smith, a Notary Public in and for the State of Alabama, do hereby certify that David E Diehl, PLS whose name as Assistant Vice President of P&G Developments, LLC is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, he as such member, and with authority execute the same voluntarily for and as the act and deed of said corporation.
GIVEN UNDER MY HAND AND SEAL THIS 09th DAY OF 09/05/2024.
NOTARY PUBLIC Baldwin COUNTY.



VICINITY MAP
1 INCH = 1 MILE

CERTIFICATION OF OWNERSHIP AND DEDICATION:

I/WE P&G Developments, LLC, AS PROPRIETOR(S), HAVE CAUSED THE LAND EMBRACED IN THE WITHIN PLAT TO BE SURVEYED, LAID OUT AND PLATTED TO BE KNOWN AS COTTONWOOD ESTATES, A PART OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA, AND THAT THE STREETS, AND EASEMENTS AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC, OR PRIVATE USE AS NOTED, TOGETHER WITH SUCH RESTRICTIONS AND CONVENTS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.

DATED THIS 16th DAY OF September, 2024.
Angie W. Oney, Jr. its member

CERTIFICATION BY NOTARY PUBLIC:

STATE OF ALABAMA
COUNTY OF BALDWIN
I, JAMES A. FREGO, a Notary Public in and for said county, in said state, hereby certify that James A. Frego whose name as Member of the P&G Developments, LLC is known to me, acknowledged before me on this day that, being informed of the content of the instrument, and as such officer and with full authority, executed the same voluntarily for and as the act and deed of said corporation.

THIS 16th DAY OF September, 2024.
James A. Frego
NOTARY PUBLIC
MY COMMISSION EXPIRES: 4/5/2026

SURVEYOR'S CERTIFICATE

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

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; LESS AND EXCEPT PUBLIC RIGHTS-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO WIT:

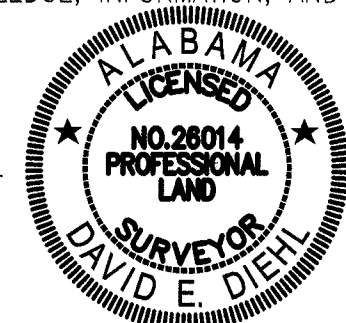
COMMENCE AT A RAILROAD SPIKE AT THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 7 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND RUN THENCE RUN NORTH 00°09'16"E EAST, ALONG THE EAST MARGIN OF SAID SECTION 1, A DISTANCE OF 40.00 FEET TO POINT; THENCE RUN NORTH 89°42'42" WEST, A DISTANCE OF 53.95 FEET TO A 1/2" CAPPED REBAR SET (CA-1187-LS) AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF CHAMPION ROAD AND THE WEST RIGHT-OF-WAY RIVER PARK ROAD FOR THE POINT OF BEGINNING; CONTINUE THENCE NORTH 89°42'42" WEST, ALONG THE NORTH RIGHT-OF-WAY OF SAID CHAMPION ROAD, A DISTANCE OF 1281.82 FEET TO A 1-1/4" OPEN IRON PIPE FOUND; THENCE DEPARTING SAID RIGHT-OF-WAY, RUN NORTH 00°17'37" EAST, ALONG THE WEST MARGIN OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 399.62 FEET TO A 1-1/4" OPEN END IRON PIPE FOUND; THENCE RUN NORTH 00°12'05" EAST, CONTINUING ALONG THE WEST MARGIN OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 890.28 FEET TO A 3/4" CRIMP TOP PIPE FOUND AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE RUN SOUTH 89°43'09" EAST, ALONG THE NORTH MARGIN OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1, A DISTANCE OF 1285.03 FEET TO A 3/4" CRIMP TOP IRON PIPE FOUND ON THE FOREMENTIONED WEST RIGHT-OF-WAY OF RIVER PARK ROAD; THENCE RUN SOUTH 00°22'22" WEST, ALONG SAID WEST RIGHT-OF-WAY, A DISTANCE OF 1290.06 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 38.00 ACRES, MORE OR LESS.

AND THAT THE PLAT OR MAP CONTAINED HEREON IS A TRUE AND CORRECT MAP SHOWING THE SUBDIVISION INTO WHICH THE PROPERTY DESCRIBED IS DIVIDED GIVING THE LENGTH AND BEARINGS OF THE BOUNDARIES OF EACH LOT AND EASEMENT AND ITS NUMBER AND SHOWING THE STREETS, ALLEYS AND PUBLIC GROUNDS AND GIVING THE BEARINGS, LENGTH, WIDTH AND NAMES OF THE STREETS, SAID MAP FURTHER SHOWS THE RELATION OF THE LAND SO PLATTED TO THE GOVERNMENT SURVEY, AND THAT PERMANENT MONUMENTS HAVE BEEN PLACED AT POINTS MARKED THUS (O) AS HEREON SHOWN. I FURTHER CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

WITNESS MY HAND THIS 6th DAY OF SEPTEMBER, 2024.

SURVEYOR: DAVID E. DIEHL, PLS ALABAMA LICENSE # 26014

SURVEY NOT VALID WITHOUT ORIGINAL SIGNATURE AND SEAL.



COTTONWOOD ESTATES

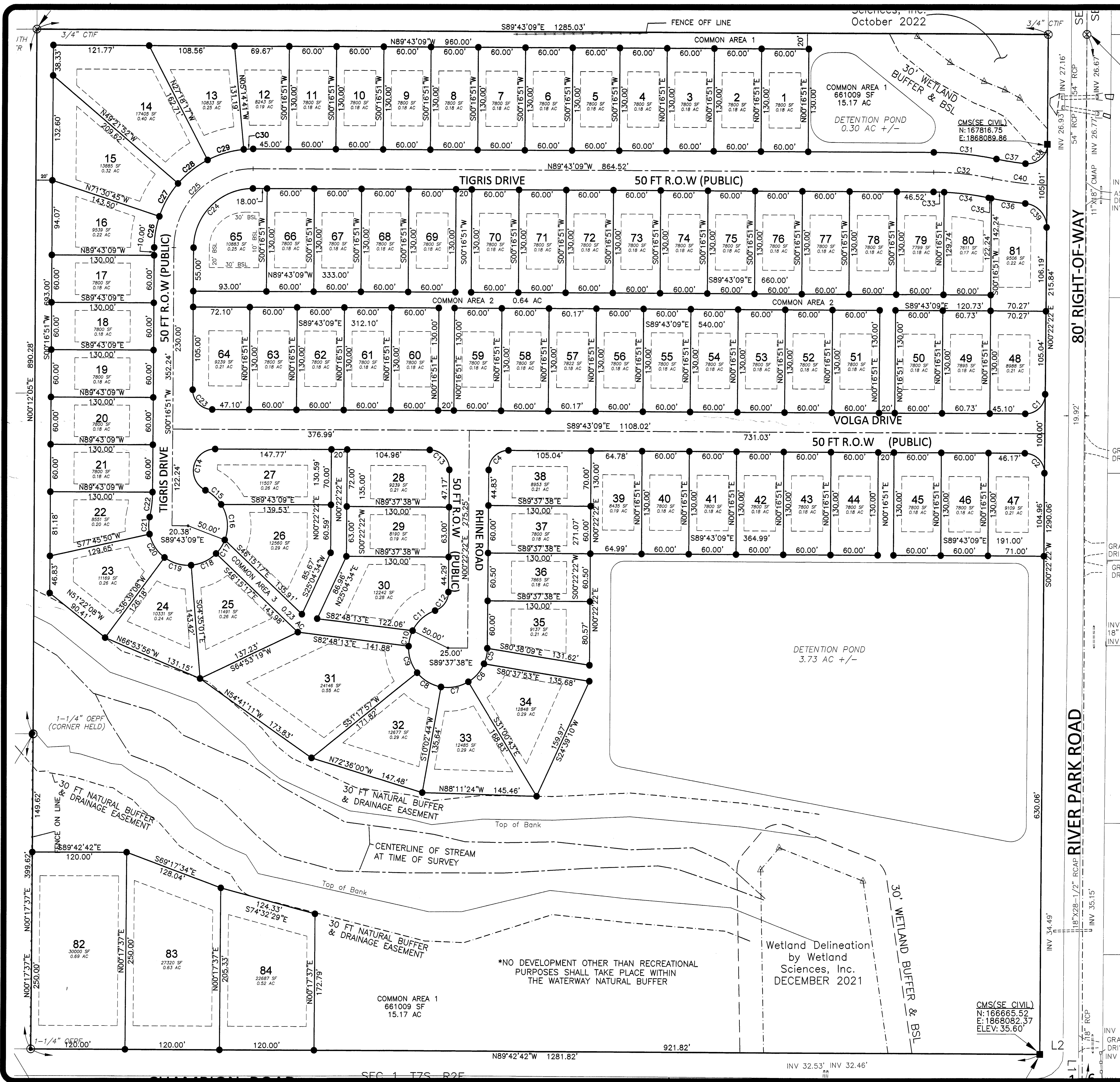
SHEET 1 OF 2

FINAL PLAT

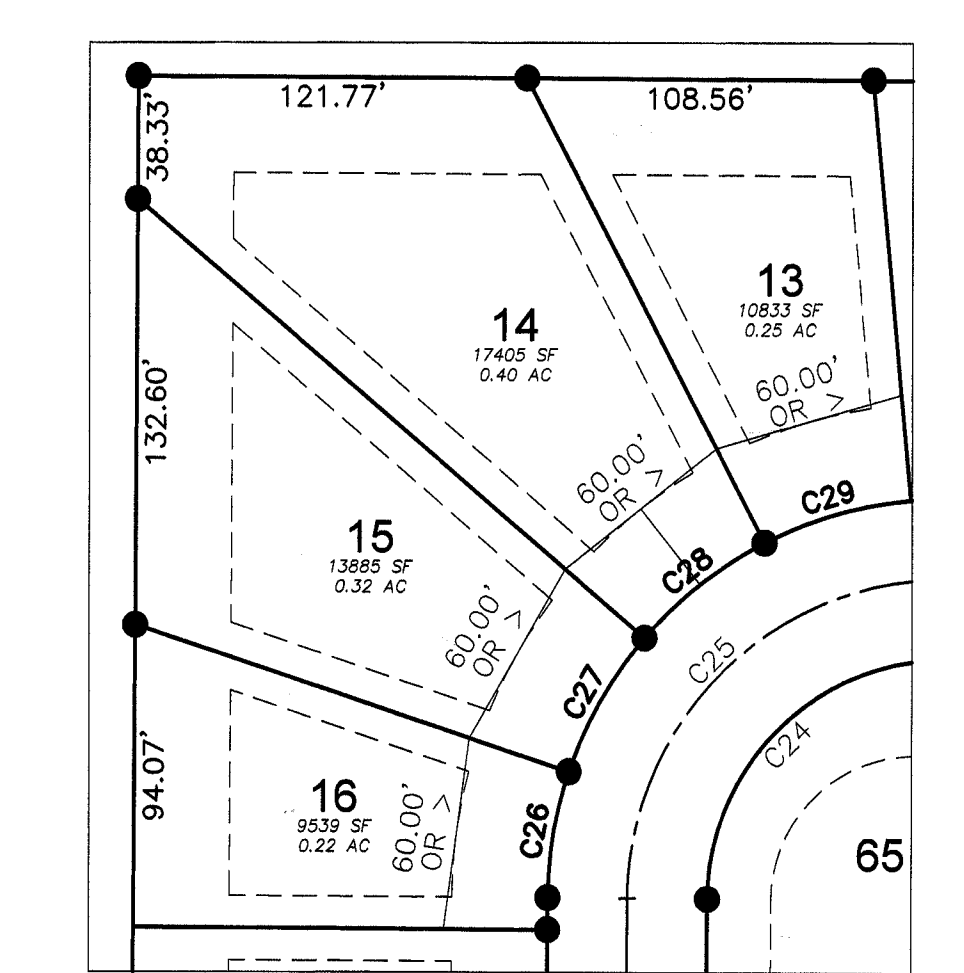
P&G DEVELOPMENTS, LLC

S.E. Civil
Engineering
& Surveying
990 WINDMILL ROAD
FAIRHOPE, AL 36532
(251) 996-6566

DRAWN	ASC
CHKD.	JAF
PROJ MGR	DED
SCALE	1"=100'
PROJECT	20211037
FILE	20211037
SHEET	1 OF 2

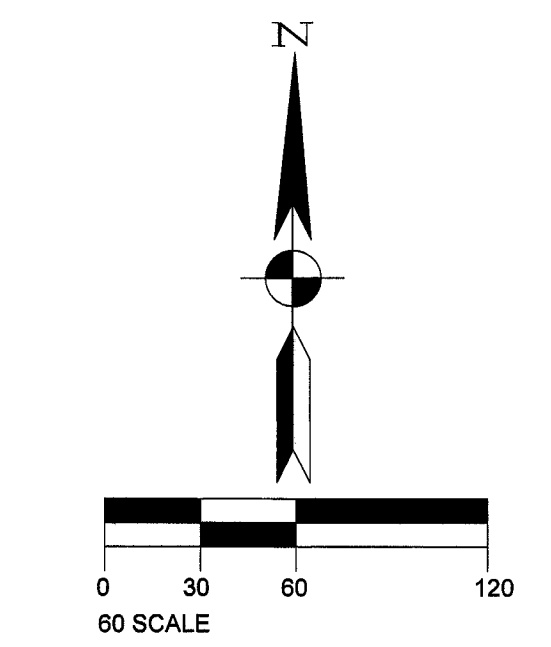


CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	25.00'	39.23'	S45°19'37"W	35.33'
C2	25.00'	39.31'	S44°40'23"E	35.38'
C4	25.00'	39.23'	N45°19'37"E	35.33'
C5	50.00'	20.16'	N11°55'18"E	20.02'
C6	50.00'	30.69'	N41°03'20"E	30.21'
C7	50.00'	36.13'	N79°20'36"E	35.35'
C8	50.00'	36.00'	S59°19'40"E	35.23'
C9	50.00'	36.03'	S18°03'30"E	35.25'
C10	50.00'	20.29'	N14°12'32"E	20.15'
C11	50.00'	39.33'	N48°22'04"E	38.32'
C12	25.00'	30.77'	N35°38'14"E	28.87'
C13	25.00'	39.31'	N44°40'23"W	35.38'
C14	27.50'	73.98'	N13°12'42"E	53.61'
C15	50.00'	27.17'	N48°17'35"W	26.83'
C16	50.00'	46.82'	N05°54'06"W	45.13'
C17	50.00'	20.52'	N32°41'00"E	20.38'
C18	50.00'	35.76'	N64°55'45"E	35.00'
C19	50.00'	35.99'	N73°57'56"E	35.21'
C20	50.00'	35.88'	N32°47'31"E	35.11'
C21	50.00'	21.82'	N00°15'48"E	21.64'
C22	145.45'	31.69'	N06°31'19"E	31.82'
C23	25.00'	39.27'	N44°43'09"W	35.36'
C24	75.00'	117.81'	S45°16'51"W	106.07'
C25	100.00'	157.08'	S45°16'51"W	141.42'
C26	125.00'	39.91'	S09°25'42"W	39.74'
C27	125.00'	48.13'	S29°36'20"W	47.83'
C28	125.00'	48.13'	S51°39'55"W	47.83'
C29	125.00'	48.13'	N73°43'31"E	47.83'
C30	125.00'	12.06'	N87°31'05"E	12.05'
C31	400.00'	80.16'	N83°58'40"W	80.03'
C32	375.00'	75.15'	N83°58'40"W	75.03'
C33	350.00'	13.48'	S88°36'56"E	13.48'
C34	350.00'	56.66'	N82°52'28"W	56.60'
C35	430.00'	3.88'	N78°29'41"W	3.88'
C36	430.00'	43.59'	S81°39'24"E	43.57'
C37	380.00'	37.35'	S81°03'08"E	37.34'
C38	25.00'	41.78'	S48°15'08"W	37.09'
C39	30.00'	44.48'	N42°04'59"W	40.52'



- LEGEND:
- POST
 - WETLAND MARKER
 - TEMPORARY BENCH MARK
 - CRIMP TOP IRON PIPE FOUND
 - CRF
 - CAPPED REBAR FOUND
 - OEPF
 - OPEN END IRON PIPE FOUND
 - CRS
 - CAPPED REBAR SET (CA-1167-LS)
 - RRSF
 - RAILROAD SPIKE FOUND IN PLACE
 - DB
 - DEED BOOK
 - INS
 - INSTRUMENT
 - RFB
 - REAL PROPERTY BOOK
 - CMP
 - CORRUGATED METAL PIPE
 - CPP
 - CORRUGATED PLASTIC PIPE
 - RCAP
 - REINFORCED CONCRETE ARCH PIPE
 - RCP
 - REINFORCED CONCRETE PIPE
 - (R)
 - RECORD BEARING AND DISTANCE
 - WIRE FENCE

2150996
BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 10/08/2024 11:30 AM
TOTAL \$109.00 2 Pages
SLIDE 0002971-E



COTTONWOOD ESTATES

SHEET 2 OF 2

FINAL PLAT
P&G DEVELOPMENTS, LLC



DRAWN	ASC
CHKD.	JAF
PROJ MGR	DED
SCALE	1"=60'
PROJECT	20211037
FILE	20211037
SHEET	2 OF 2

763-543-6993
Fax 763-512-0430



Toll Free 1-866-317-3294

1710 N. Douglas Dr., Suite 110 • Golden Valley, MN 55422

November 19, 2024

Obligee Name: City of Fairhope

Obligee Address: 555 South Section Street, Fairhope, AL 36532

Subject: Authority to Date Bonds and Powers of Attorney

Principal: Grant Nichols Construction, Inc.

Bond No.: 101264239

Project: Cottonwood Subdivision - Fairhope Water Utility, Public Water Improvement - Maintenance, Fairhope, AL

Dear Sir or Madam,

Please be advised that as Surety on the above referenced bond, executed on your behalf for this project, we hereby authorize you to date the bonds and the powers of attorney concurrent with the date of the contract agreement, but not earlier than the date of this letter.

Once dated, please send a copy of the ***dated*** bond to our office:

Brad Quiri

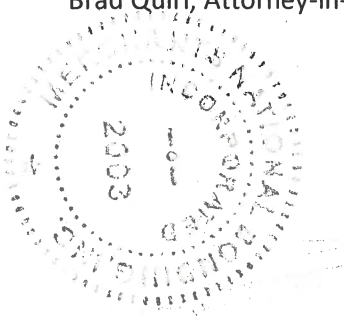
CCI Surety, Inc.

1408 N. Westshore Blvd, Suite #120

Tampa, FL 33607

Best Regards,

Brad Quiri, Attorney-in-Fact



Web: www.cciSurety.com
Surety Bonding (Standard and Specialty)

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER

101264239

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

Grant Nichols Construction, Inc.
5821 Rangeline Road Suite 203B
Theodore, AL 36582

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

Merchants National Bonding, Inc.
P.O BOX 14498
Des Moines, IA 50306

The **CITY**

City of Fairhope, Alabama
Attn: Daryl Morefield, Superintendent
555 South Section Street
Fairhope, Alabama 36532

The **PENAL SUM** of this Bond: Two Hundred Eighty Thousand, Two Hundred Seventy-Three
and 50/100 Dollars (\$280,273.50).

Name and date of the **CONTRACT**: Maintenance and Guaranty Agreement dated _____,
202

The **PROJECT**:

Cottonwood Subdivision

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

3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:
 - (a) Immediately take charge of the work required of the Subdivider or General Contractor by the Contract (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Subdivider or General Contractor under the Contract. The presence or possibility of a claim by the Surety against the Subdivider or General Contractor shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
 - (a) the cost of completing the Subdivider or Contractor's responsibilities under the Contract, including correction of any defective work thereunder;
 - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
 - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
 - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.

6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

[Remainder of Page Intentionally Left Blank]

SIGNED AND SEALED this 6th day of December, 2024.

ATTEST:

[Signature]

SUBDIVIDER or GC as PRINCIPAL:

Grant Nichols Construction, Inc.

By [Signature]

Grant Nichols, President

Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By [Signature]

Brad Quiri

Name

1408 N. Westshore Blvd., Suite #120
Tampa, FL 33607

Address

SURETY:

Merchants National Bonding, Inc

By [Signature]

Jeremy Crawford, Attorney-In-Fact,

Name and Title

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

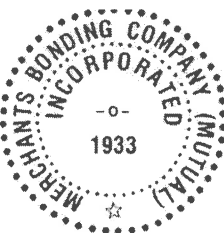
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of July, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

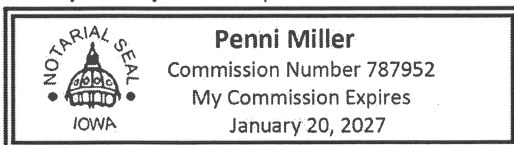
By

Larry Taylor

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 29th day of July, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



(Expiration of notary's commission does not invalidate this instrument)

[Signature]

Notary Public

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 1st day of



Elisabeth Sandersfeld
Secretary



Memorandum

From: Richard D. Johnson, P.E., City Engineer 

To: Subdividers and/or General Contractors

Thru: Project Engineers

CC: City Utility Superintendents & Inspectors, P&Z Staff; Legal; City Clerk; File

Date: August 13, 2024

Subject: Process, Required Agreements and Bonding of Public Utility Infrastructure Improvements for Developments Outside of the Corporate City Limits

To All Affected Parties:

This policy only pertains to new developments outside the corporate city limits containing City Utility Infrastructures to be accepted by the related City Utility post the required two-year warranty (maintenance) period. The following shall apply:

1. Outside the Corporate Limits – for City Utility Improvements – the Maintenance Bond can be provided by the Subdivider or the General Contractor who constructed the improvements.
2. If the General Contractor is to be the Surety provider, then he will sign the maintenance agreement along with the subdivider – this scenario is deemed a shared and/or co-responsibility.
3. The following documents shall be applicable:
 - a. For Maintenance Bonds provided in the Subdivider's Name:
 - i. MAINTENANCE AND GUARANTY AGREEMENT form - **M&GA-SUBDIVIDER 08-24.docx**.
 - b. For Maintenance Bonds provided in the General Contractor's Name:
 - i. MAINTENANCE AND GUARANTY AGREEMENT form - **M&GA-GENCON 08-24.docx**
 - c. Bond Form for both scenarios: **MaintBond-SUB-GC 08-24.docx**
4. Maintenance Bond Process to be followed:
 - a. Get Final Approval from Baldwin County and Record Final Plat
 - b. Submit appropriate signed agreement and send draft bond document to Utility attention: Office of the City Engineer

- c. City Engineer with endorsement of the Utility Superintendent will submit to the City Clerk for Council/Mayor acceptance and approval
- d. Applicant will have thirty (30) days to submit the executed bond – receipt of the bond will start of 2-yr warranty period
- e. Two (2) years minus 60 days – will trigger bond inspection by the City Utility
- f. If no defects are found – warranty ends at 2 years – bond is released
- g. If defects are found – per the terms of the agreement, they shall be satisfactorily addressed. The bond may be extended until all deficiencies are mitigated, approved and accepted by the Utility.

This is a draft policy and may be revised, modified, or changed at the discretion of the City of Fairhope. Once all contingencies of this policy are fully considered and perfected, it is the intent to codify this Policy/Process into our Utility Standards. Until that time, this shall be the guiding document.

RDJ



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-860

FROM:	Daryl Morefield, WATER SUPERINTENDENT
SUBJECT:	The Superintendent of the Water/Wastewater Department, Daryl Morefield, has requested to procure a qualified contractor for a force main upgrade consisting of approximately 2,700 linear feet of 12-inch diameter force main along Thompson Hall Road which will extend from Windmill Road within the existing ROW to Fairhope Avenue.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To approve the award for Bid No. 25-006 Force Main Upgrades - Thompson Hall Project for a not-to-exceed cost of \$672,165.00.

BACKGROUND INFORMATION:

A service bid was issued on November 1, 2024, posted to the City of Fairhope's website, and advertised with Gulf Coast Media for three (3) weeks. Three (3) responsive bids were received at the bid opening on December 3, 2024 at 2:00 p.m. The lowest received bid was from W.R. Mitchell, Contractor, Inc.

This project is a force main upgrade consisting of approximately 2,700 linear feet of 12-inch diameter force main along Thompson Hall Road which will extend from Windmill Road within the existing ROW to Fairhope Avenue.

The Superintendent of Water/Wastewater and the Project Engineer's recommendation is to award this bid to W.R. Mitchell, Contractor, Inc. for Six Hundred Seventy-Two Thousand One Hundred Sixty-Five Dollars (\$672,165.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004020-59500-80	WW Utility Sys Imprv	\$1,250,000.00	\$672,165.00	\$527,835.00

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, as follows:

[1] That the City of Fairhope did request, receive, and open bids for Force Main Upgrades - Thompson Hall Project (Bid Number 25-006) for the City of Fairhope.

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

Please see attached Bid Tabulation for (Bid Number 25-006)
Force Main Upgrades – Thompson Hall Project

[3] After evaluating the bid proposals with the required bid specifications, W.R. Mitchell, Contractor, Inc. is now awarded the bid for Force Main Upgrades – Thompson Hall Project for bid proposal not-to-exceed of \$672,165.00.

Adopted on this 19th day of December, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



December 9, 2024

City of Fairhope
Daryl Morefield
Water and Wastewater Superintendent
555 S. Section Street
Fairhope, AL 36532

Re: Recommendation for Award – Force Main Upgrades – Thompson Hall Project

Dear Mr. Morefield:

Bids were received for the referenced project on December 3, 2024. The Total Bid amounts are listed in the table below. The attached Bid Tabulation is based on received Bids provided by the City of Fairhope.

Contractor	Total Bid
W.R. Mitchell, Contractor, Inc.	\$ 672,165.00
A-Long Boring, Inc.	\$ 718,800.00
Hemphill Construction Company Inc..	\$ 913,350.00

It was noted during review of the Bids that the lowest bidder, W.R. Mitchell, Contractor, Inc., did not formally acknowledge Addendum No. 1. However, prior to the bid opening, it was confirmed via email that W.R. Mitchell, Contractor, Inc. had received the addendum. Kimley-Horn also verified with the Contractor that the addendum was factored into their bid submission. Section 00 21 14 – Instructions to Bidders, Paragraph 18.01 states that the owner reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work. Therefore, we recommend awarding the contract to W.R. Mitchell, Contractor, Inc. for \$672,165.00 as the lowest responsive and responsible bidder. Please contact me at (251) 751-2527 or chuck.starling@kimley-horn.com should you have any questions or require additional information.

Sincerely,

Charles H. Starling, III, P.E., BCEE
Project Manager

Attachment: Bid Tabulation

BID TABULATION
Fairhope, Alabama
Tuesday, December 3, 2024

CITY OF FAIRHOPE THOMPSON HALL FORCE MAIN UPGRADES CITY OF FAIRHOPE PROJECT NO. 242140004				A-Long Boring 14832 County Road 3 Fairhope, AL 36532		Hemphill Construction P.O. Box 879 Florence, MS 39073		W.R. Mitchell P.O. Box 180637 Mobile, AL 36618	
ITEM	DESCRIPTION	QUANTITY	BID UNIT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1.0 SITE WORK AND DECOMMISSIONING									
1.01	Mobilization	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 54,000.00	\$ 54,000.00	\$ 50,000.00	\$ 50,000.00
1.02	Erosion and Sediment Control	1	LS	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 10,000.00	\$ 10,000.00
1.03	Clearing and Grubbing	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00
1.04	Site Restoration and Grassing	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 6,000.00	\$ 6,000.00	\$ 14,000.00	\$ 14,000.00
1.05	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
2.0 CONSTRUCTION									
2.01	12-inch HDPE DIPS DR 11 HDD Carrier Pipe	1,450	LF	\$ 200.00	\$ 290,000.00	\$ 323.00	\$ 468,350.00	\$ 170.00	\$ 246,500.00
2.02	20-inch x 0.312-inch-thick Steel Casing	60	LF	\$ 400.00	\$ 24,000.00	\$ 1,000.00	\$ 60,000.00	\$ 335.00	\$ 20,100.00
2.03	12-inch PVC C900 DR18	1,300	LF	\$ 100.00	\$ 130,000.00	\$ 133.00	\$ 172,900.00	\$ 95.00	\$ 123,500.00
2.04	12-inch plug valve, MJ	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 7,000.00	\$ 7,000.00	\$ 8,815.00	\$ 8,815.00
2.05	10-inch Insertion valve	1	EA	\$ 23,000.00	\$ 23,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,500.00	\$ 30,500.00
2.06	Fittings	1,200	LB	\$ 14.00	\$ 16,800.00	\$ 15.00	\$ 18,000.00	\$ 30.00	\$ 36,000.00
2.07	Mechanical Joint Restraint	30	EA	\$ 200.00	\$ 6,000.00	\$ 300.00	\$ 9,000.00	\$ 740.00	\$ 22,200.00
2.08	10-inch Tapping Sleeve and Valve	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 14,000.00	\$ 14,000.00	\$ 13,000.00	\$ 13,000.00
2.09	12-inch Tapping Sleeve and Valve	1	EA	\$ 12,000.00	\$ 12,000.00	\$ 16,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00
2.10	24-inch RCP Culvert Pipe Remove and Replace	20	LF	\$ 400.00	\$ 8,000.00	\$ 130.00	\$ 2,600.00	\$ 290.00	\$ 5,800.00
2.11	Mill and Resurfacing, Roadway	100	SY	\$ 180.00	\$ 18,000.00	\$ 70.00	\$ 7,000.00	\$ 300.00	\$ 30,000.00
2.12	Concrete Repair – Driveway	50	SY	\$ 120.00	\$ 6,000.00	\$ 90.00	\$ 4,500.00	\$ 175.00	\$ 8,750.00
2.13	Concrete Repair – Sidewalk, Curb, etc.	100	SY	\$ 80.00	\$ 8,000.00	\$ 115.00	\$ 11,500.00	\$ 120.00	\$ 12,000.00
2.14	2-inch Air Release Valve	1	EA	\$ 10,000.00	\$ 10,000.00	\$ 6,500.00	\$ 6,500.00	\$ 8,500.00	\$ 8,500.00
TOTAL BASE BID				\$	718,800.00	\$	913,350.00	\$	672,165.00



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM**

Requestor: Daryl Morefield Department: Wastewater
Project Name: Thompson Hall Sewer Force Main Upgrade
Project Description: Install 12" HDPE force main pipe on Thompson Hall Road from Windmill Ln. to Fairhope Ave.
Project Category: ☒ Bid ☐ Professional Service ☐ Other: _____
Budget Amount: \$1,250,000.00 Budget Code: 004020-59500-80
Budgeted for Current FY: ☒ Yes ☐ No

BID INFORMATION

Bid Duration: _____ Project Duration: _____
Engineer of Record: _____
Pre-Bid Meeting: ☒ 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: _____

Senior Accountant: Suzanne Doughty

City Treasurer: Kimberly Creech

Mayor: Sherry Sullivan

PRF - Thompson Hall Sewer Force Main Upgrade 2

Final Audit Report

2024-11-08

Created:	2024-11-08
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAXrteEKDt72EXDxRbQ8FK9LWi2T5BKvo4

"PRF - Thompson Hall Sewer Force Main Upgrade 2" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2024-11-08 - 3:03:54 PM GMT
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2024-11-08 - 3:04:18 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2024-11-08 - 4:28:58 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2024-11-08 - 4:29:39 PM GMT - Time Source: server
-  Agreement completed.
2024-11-08 - 4:29:39 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-876

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 new lift station on Scenic Highway 98 and upgrade the lift station at the Grand Hotel in Fairhope, AL.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To approve the selection of an engineering firm by the evaluation team for professional engineering services for the installation of a new lift station on Scenic Highway 98 and upgrade the lift station at the Grand Hotel 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 25, 2024, posted to the City of Fairhope's website, and advertised in Gulf Coast Media for three (3) weeks. Six (6) responsive proposals were received at the bid opening on October 21, 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 CDG, Inc. for this project.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004020-59501	WW - Utility Sys Imprv	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 PS25-004) for the Installation of a New Lift Station on Scenic Hwy 98 and Lift Station Upgrade at the Grand Hotel to CDG, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE EVALUATION
RFQ PS25-004

NAME: Request for Qualifications

**Professional Engineering Services for Installation of a New Lift Station on Scenic Hwy 98
And Lift Station Upgrade at the Grand Hotel**

Opened: November 21, 2024 at 2:00 P.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	22	21	20
Criteria 2: Experience of Proposed Key Personnel	0-25	20	22	22	22	20
Criteria 3: Resources and Availability	0-20	14	18	17	17	15
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	5	8	7	8	7
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	16	18	17	18	17
Total Score:		75	88	85	86	79
Average Score:						83

CDG, 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	23	22	24	23	23
Criteria 2: Experience of Proposed Key Personnel	0-25	21	22	23	23	23
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	8	9	9	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	18	18	18	19	19
Total Score:		86	88	92	92	90
Average Score:						90

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	21	20	22	21	22
Criteria 2: Experience of Proposed Key Personnel	0-25	21	20	22	23	22
Criteria 3: Resources and Availability	0-20	17	10	17	17	17
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	5	8	7	7	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	15	18	18	18	18
Total Score:		79	76	86	86	87
Average Score:						83

Kimley-Horn & Associates, 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	22	24	23	23
Criteria 2: Experience of Proposed Key Personnel	0-25	21	22	23	23	22
Criteria 3: Resources and Availability	0-20	17	16	17	18	17
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	7	8	8	8	8
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	17	18	18	19	19
Total Score:		83	86	90	91	89
Average Score:						88

Overstreet & Associates Consulting Engineers

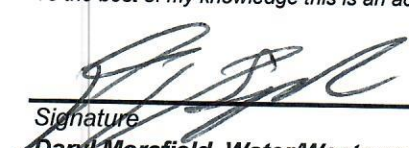
	Points Range	Evaluator 1	Evaluator 2	Evaluator 3	Evaluator 4	Evaluator 5
Criteria 1: Qualifications, Knowledge, and Expertise Regarding the Proposed Scope of Work	0-25	20	20	22	21	20
Criteria 2: Experience of Proposed Key Personnel	0-25	19	20	22	22	21
Criteria 3: Resources and Availability	0-20	13	10	17	17	15
Criteria 4: Understanding and Familiarity with the Needs of the Environment of the Community	0-10	6	6	7	8	7
Criteria 5: Previous Experience in Working with Publicly Owned Utilities	0-20	15	12	18	17	18
Total Score:		73	68	86	85	81
Average Score:						79

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	20	22	22	22	23
Criteria 2: Experience of Proposed Key Personnel	0-25	20	22	23	22	22
Criteria 3: Resources and Availability	0-20	15	18	17	18	17
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	15	18	18	17	18
Total Score:		76	88	88	87	88
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

**CITY OF FAIRHOPE, AL
RFQ No. PS25-004**

**Professional Engineering Services: Installation of a New Lift Station on Scenic Highway
98 and Lift Station Upgrade at the Grand Hotel**

November 21, 2024

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11 West Court Square
Andalusia, AL 36420
Post Office Box 278
Andalusia, AL 36420
Tel (334) 222-9431
Fax (334) 222-4018

cdge.com

November 21, 2024

Erin Wolfe, Purchasing Manager
City of Fairhope
555 South Section Street
Fairhope, AL 36532

**Re: RFQ No. PS25-004 Professional Engineering Services
Installation of a New Lift Station on Scenic Hwy 98 And Lift Station
Upgrade at the Grand Hotel**

Dear Ms. Wolfe,

In response to the City of Fairhope's need for professional engineering services associated with the installation of a new lift station on Scenic Highway 98 and upgrades to the lift station at the Grand Hotel, CDG presents the enclosed statement to illustrate our firm's qualifications.

CDG's team is excited for the opportunity to demonstrate our abilities and commitment to Fairhope. As a regional engineering consulting firm with decades of experience in utility infrastructure, CDG has the team, resources and expertise necessary to ensure that Fairhope receives the services necessary to bring significant and lasting value to its customers.

CDG will be partnering with Jackson, Renfro & Associates, Inc. and Johnson & Associates Engineering for the duration of the project. CDG has partnered with the proposed subconsultants on previous endeavors, and all participating firms are operating cohesively on a legally sound basis.

CDG understands the importance of having quality service nearby and on-demand and is committed to prioritizing the City throughout each phase of the project. The project team is available to meet or speak with project stakeholders at any time to review project details, provide insight, and discuss opportunities to accomplish your vision for your community. We are dedicated to ensuring that the City is supported throughout each endeavor.

Thank you for the opportunity to work with the City of Fairhope. If you have any questions or need clarification on any items, please do not hesitate to contact me.

Sincerely,

CDG, Inc.

A handwritten signature in blue ink that reads "Randy c. Spence".

Randy Spence, PE
Utility Practice Leader



SOLUTIONS DESIGNED AROUND THOSE WE SERVE

CDGE.COM • CONTACTUS@CDGE.COM • (334) 222-9431

FIRM OVERVIEW

CDG, Inc. is an engineering firm dedicated to delivering innovative, client-centered solutions. Since 1946, we have served as a trusted partner across the Southeast, supporting public entities, private enterprises, and the petroleum industry in navigating new opportunities and regulatory changes. With decades of experience and a strong network of relationships, we offer more than engineering—we deliver effective, economical, and sustainable solutions that drive project success from start to finish.

OFFICES, PERSONNEL AND RESOURCES

CDG maintains a staff of 200 professional, technical and administrative personnel across nine southeastern offices to support our clients in any capacity. Our ability to employ in-house resources allows us to move projects forward on schedule and within budget.

OFFICE LOCATIONS

- | | | |
|-----------------|------------------|------------------|
| » Andalusia, AL | » Birmingham, AL | » Gadsden, AL |
| » Asheville, NC | » Charlotte, NC | » Huntsville, AL |
| » Auburn, AL | » Dothan, AL | » Knoxville, TN |

PRINCIPAL CONTACTS

JEFFREY A. HARRISON, PE *CDG, Inc.*

100 N. Gay Street, Suite 350
Auburn, AL 36830
(334) 466-9431
jeff.harrison@cdge.com

PHIL BLACK, PE *Jackson, Renfro & Associates*

31 Inverness Center Parkway,
Suite 300
Birmingham, AL 35242
(205) 995-1078
phil@jraee.com

ALEX LESLIE, PE *CDG, Inc.*

700 Southgate Drive, Suite A
Pelham, AL 35124
(205) 403-2600
alex.leslie@cdge.com

BRADLEY JOHNSON, PE *Johnson & Associates Engineering*

200 Grove Park Lane, Suite 820
Dothan, AL 36305
(334) 671-4783
bjohnson@ja-eng.com

IN-HOUSE SERVICES



CIVIL DESIGN &
SITE DEVELOPMENT



CONSTRUCTION
ENGINEERING



ENVIRONMENTAL
CONSULTING



FIELD & LAB SERVICES



FUNDING PROCUREMENT &
ADMINISTRATION



GEOTECHNICAL DESIGN



GIS & UTILITY MAPPING



SOLID WASTE



TRANSPORTATION



UST SERVICES



UTILITY ENGINEERING



WATER & WASTEWATER
ENGINEERING

FIRM EXPERIENCE



PROVIDING SUSTAINABLE AND EFFICIENT SOLUTIONS FOR MORE THAN SEVEN DECADES

For over 75 years, CDG has partnered with numerous public utility clients, including local clients such as the Utilities Board of the City of Bayou La Batre, to successfully deliver utility infrastructure projects that build and strengthen communities. Our expertise enables us to design sustainable, efficient, and cost-effective solutions that help communities flourish. Meeting the needs of our clients and the communities they serve is at the heart of everything we do.

CDG is a trusted partner to municipalities across the Southeast, providing sustainable, efficient, and cost-effective solutions that drive community and economic growth. At every phase, our commitment to client needs remains our top priority. With a full range of in-house services—spanning utility engineering, civil/site development, surveying, geotechnical engineering, environmental consulting, and construction engineering and inspection—we efficiently keep projects on track and within budget. The following projects showcase our experience and expertise.

FIRM PUBLIC UTILITY EXPERIENCE

THE FOLLOWING LISTING HIGHLIGHTS CDG'S EXPERIENCE WITH PUBLIC UTILITY CLIENTS WITHIN THE LAST 10 YEARS

- » Bayou La Batre Utility Authority
- » Huntsville Utilities
- » Madison Utilities
- » Scottsboro Water, Sewer, Gas Board
- » Gadsden Water Works and Sewer Board
- » City of Tallassee, AL
- » City of Taylor, AL
- » City of Troy, AL
- » City of Ashford, AL
- » City of Panama City, FL
- » Hartselle Utilities
- » Blount County Water Authority
- » Walnut Hill Water Authority
- » Blountsville Utilities Board
- » Southside Water Works and Sewer Board
- » Attalla Water Works Board
- » Cullman County Water
- » Albertville Municipal Utilities Board
- » Utilities Board of the City of Andalusia
- » Demopolis Water Works and Sewer Board

FIRM EXPERIENCE

FIRM HIGHLIGHTED EXPERIENCE WITH PUBLIC UTILITIES

LANEY LIFT STATION UPGRADES

CITY OF TALLASSEE, AL
TALLASSEE, AL

The City of Tallassee selected CDG, Inc. to provide design, bid and construction-phase services for the rehabilitation of Laney Lift Station. The Laney Lift Station is a regional lift station for the City that collects sewer from both sides of the Tallapoosa River and pumps the sewer flow directly to the wastewater treatment lagoons. The original station was built in 1967 and consisted of a wet/dry pit wet well with vertical dry pumps. The vertical dry pumps were housed in a brick building that set atop the dry pit portion of the lift station. Since its construction, the City has grown in sewer customers both residential and commercial. The City now collects leachate from neighboring landfills and receives septage dumps from the Macon rest stop on I-85 and local private septic haulers.

Given the increase in the flow and the age of the station, CDG, Inc. recommended a complete rehabilitation of the lift station. The rehabilitation included the removal of the existing dry pit pumps, demolition of the brick building and the conversion of the dry pit into a wet well thereby increasing the wet well storage by 200%. To meet the varying flow demands in the lift station, CDG, Inc. designed a three pump submersible pumping system with an exposed effluent discharge header system adjacent to the lift station. The three pumps were equally sized to meet the low, average and peak demands of the City's system through parallel pumping. Each pump was capable of 1,200 GPM individually with a peak capacity of approximately 2,600 GPM with all three pumps in operation. To aid in the maintenance of the new lift station, a pump removal system consisting of a steel frame and electric hoist was included as part of the rehabilitation. The system is meeting the City's demand while providing a safe working environment for the City's staff.

CULLMAN LIFT STATION

CITY OF CULLMAN, AL
CULLMAN, AL

As growth surged along the I-65 corridor near the Highway 157 interchange in Cullman, the City's sanitary sewer system and lift stations neared their capacity limits, sparking the need for a proactive solution. In response, the City secured an ADEM State Revolving Fund loan to embark on a transformative infrastructure project and selected CDG to provide professional services for the initiative. The project involved building a new, advanced regional lift station, decommissioning two older stations, expanding the sewer collection network, and rehabilitating a key 12-inch interceptor gravity main.

By implementing these upgrades, Cullman has significantly reduced operational costs, minimized unnecessary groundwater pumping, and enhanced pumping capacity within the basin. These improvements ensure the city is well-prepared to support the area's ongoing growth, creating a sustainable foundation for the community's future.

AIRPORT ROAD LIFT STATION

GADSDEN WATER WORKS AND SEWER BOARD
GADSDEN, AL

The Gadsden Water Works and Sewer Board (GWWSB) was in need of a project focused on expanding sewer service capacity to Airport Road and surrounding industrial areas. These areas are located around and near the airport where property is widely available and relatively flat, making them a prime target for development. To ensure that the collection system for the area has sufficient capacity for current and future conditions, the GWWSB would like to upgrade and replace specific infrastructure. The infrastructure proposed for upgrade or replacement in order of direction of flow are the Airport A lift station and associated force main, the Brooke Avenue lift station, and the wastewater treatment plant headworks. Periods of heavy rain are contributing to sanitary sewer overflows. This project was critical to mitigating existing sewer capacity issues and for the economic and industrial growth.

FIRM EXPERIENCE

BROOKWOOD SEWER LIFT STATION

HARTSELLE UTILITIES

HARTSELLE, AL

CDG designed a new 1 MGD capacity lift station on an adjacent site to replace the existing Brookwood lift station, which had inadequate capacity during wet-weather events. HU had to rely on trailer-mounted back-up pump for supplemental capacity to prevent overflow. The existing site was also subject to flooding. The new station is sized to handle large wet-weather flows with only a single pump running and has the ability for capacity addition in the future through simple pump replacement. A permanently mounted, natural gas fired back-up pump is included to provide continued conveyance during a power outage or pump failure. The new station incorporates extensive remote monitoring and data logging capabilities.

GEORGE WALLACE LIFT STATION IMPROVEMENTS

ALBERTVILLE MUNICIPAL UTILITIES BOARD

ALBERTVILLE, AL

Increasing repair needs associated with aging lift stations and collection system infrastructure drove the Municipal Utilities Board (MUB) to undertake a program of facility replacement and where feasible, consolidation to realize efficiencies. CDG was selected to develop an upgrade and replacement plan for the northern portion of MUB's service area. The CDG plan contemplated re-configuration of various interceptor sewers and resulted in the replacement of five aging and inefficient lift stations with two new, state of the art, and energy-efficient stations. Development of the plan included quantification of current dry and wet-weather flows, estimation of future capacity needs to support residential and industrial growth, and evaluation of force main routing to minimize long-term energy consumption.

The project included construction of a new 5 MGD (expandable to 8 MGD) lift station with back-up power and odor control facilities, a new 0.5 MGD station, over 14,000 feet of 24-inch force main, and relocation and re-configuration of 2,300 feet of various interceptor sewers ranging in size from 12-inch to 30-inch.



PROJECT MANAGER PUBLIC UTILITY EXPERIENCE

THE FOLLOWING LISTING HIGHLIGHTS THE PROJECT MANAGER'S EXPERIENCE WITH PUBLIC UTILITY CLIENTS WITHIN THE LAST 10 YEARS

- » Mobile Area Water and Sewer System, AL
- » City of Diamondhead, MS
- » City of Baton Rouge, LA
- » New Smyrna Beach Utilities, FL
- » City of Tuscaloosa, AL
- » Huntsville Utilities
- » Madison County Water Department, AL
- » Jefferson County Environmental Services Department, AL
- » Birmingham Water Works, AL
- » City of Atlanta Department of Watershed Management, GA
- » Starkville Utilities, MS



FIRM PROXIMITY TO AND FAMILIARITY WITH THE CITY OF FAIRHOPE



CDG: A TRUSTED PARTNER FOR FAIRHOPE'S SUSTAINABLE GROWTH AND DEVELOPMENT

CDG's proximity and extensive experience with cities across Alabama make us well-suited to support Fairhope in achieving its goals for sustainable growth and responsive community development. With six Alabama-based offices, including the firm's headquarters in Andalusia, our team is positioned for efficient and effective operations within Fairhope. CDG's project team integrates seamlessly with the City's own staff to provide crucial services such as project management, construction oversight, and utility coordination. Our shared commitment to excellence aligns with Fairhope's vision of maintaining a high quality of life for residents while embracing growth and innovation.

For over 75 years, CDG has worked with mid-sized municipalities and water systems similar to Fairhope, understanding that each community has distinct needs and priorities. CDG's approach includes clear and consistent communication with residents, addressing common questions on topics like construction, rights-of-way, and utilities. By focusing on educating and engaging the community, CDG helps ensure that each project not only meets technical requirements but also reflects the values and expectations of Fairhope's residents.

CDG FIRM HEADQUARTERS

- » 11 W Court Square, Andalusia, AL 36420

CDG ALABAMA FIRM OFFICES & KEY PERSONNEL

- » 11 W Court Square, Andalusia, AL 36420: QCI Manager
- » 100 N Gay Street, Suite 350, Auburn, AL 36830: Principal Engineer, Environmental Engineer
- » 1962 W Main Street, Dothan, AL 36301: Geotechnical Engineer, Project Engineer
- » 224 Broad Street, Suite 201, Gadsden, AL 35901: Surveyor
- » 6767 Old Madison Pike, Suite 400, Huntsville, AL 35806: QA/QC Manager
- » 700 Southgate Drive, Suite A, Pelham, AL 35124: Project Manager

PROJECT TEAM



UTILIZE A SKILLED TEAM WITH MANY YEARS OF EXPERIENCE

Relying upon the collective experience of CDG's professional, technical and administrative staff allows for key personnel with specialized skill sets to be added to project teams as needed. The following project personnel are readily available to service the City and were selected based on their qualifications and relevant experience.



ALEX LESLIE, PE
Project Manager
PE AL 37124

PROFESSIONAL SUMMARY

Alex Leslie, a seasoned professional engineer with 13 years of experience, will lead the project team. Alex has an extensive background in designing, permitting, and managing complex water and wastewater projects throughout the Southeast. His expertise and proven track record in successful project delivery make him exceptionally qualified to guide the team.

SERVICE EXPERIENCE

- » Wastewater collection & lift station design
- » Wastewater lift station & collection system assessment
- » Water distribution system design & assessment
- » Hydraulic modeling
- » Project permitting & construction management
- » Biosolids management

PROJECT EXPERIENCE

- » Diamondhead WWTP Effluent Lift Station
- » Pensacola Beach Stormwater Lift Station
- » Springville Main Sewer Lift Station
- » Lewisburg Lift Stations #1 & #2 Improvements
- » Pinewood, Woods Trace, & Oak Grove Lift Station Improvements
- » Birmingham NS#57 Lift Station Elimination
- » Valley Drive Lift Station Upgrade Analysis & Design
- » Tuscaloosa, Cary, New Smyrna Beach, Atlanta & Wilson Pumping Station

PROJECT TEAM



**JEFFREY A.
HARRISON, PE**
Principal Engineer
PE AL 21579

PROFESSIONAL SUMMARY

Jeff Harrison has 31 years of experience in conceptual planning, project management, technical design and construction management and administration. His design expertise includes the planning, modeling, design, evaluation, construction and rehabilitation of both water and wastewater infrastructure.

SERVICE EXPERIENCE

- » Client management
- » Masterplanning for utility growth
- » Wastewater – collection, pumping and treatment
- » Wastewater interceptor, collection and treatment system
- » Regulatory compliance
- » Alternative analysis

PROJECT EXPERIENCE

- » Southside Lift Station Rehabilitation
- » Tallassee Laney Lift Station Upgrade
- » Cullman Regional Lift Station Improvement
- » Madison Keene Booster Station
- » Bayou La Batre Lift Station Rehabilitation



CLAY MCKEE, PE
QA/QC Manager
PE AL 25758

PROFESSIONAL SUMMARY

Clay McKee has managed utility infrastructure projects for 26 years. McKee manages all aspects of project planning and implementation from long-range planning and funding, through detailed design, acquisition, bidding and construction. McKee maintains significant expertise in analyzing and consulting on complex hydraulic conditions.

SERVICE EXPERIENCE

- » Development of standardized QA/QC procedures and standardized calculation tools
- » System operational troubleshooting
- » Water treatment, storage, transmission & distribution
- » Wastewater treatment & conveyance
- » Hydraulic modeling

PROJECT EXPERIENCE

- » Madison Keene Booster Station
- » Owens Drive Booster Pump Station
- » Guntersville Eagle Nest Irrigation System
- » Demopolis Wastewater Treatment Plant Expansion
- » Malone WWTP & Sprayfield Irrigation Disposal
- » Gadsden Agricola Stormwater Pumping Station
- » Eufaula Lakepoint State Park Water & Sewer Rehabilitation
- » Clanton Raw Water Pumping Station Upgrade & Renovation

PROJECT TEAM



DANNER DRAKE, PE
Geotechnical Engineer
PE AL 22710

PROFESSIONAL SUMMARY

Danner Drake has 29 years of geotechnical engineering and construction materials testing experience and has successfully completed projects throughout the southeastern United States. Drake specializes in providing cost-effect design alternatives and quality assurance testing services from the conception of a project through the successful completion of construction.

SERVICE EXPERIENCE

- » Soil stress analysis and settlement predictions
- » Stabilization of soft and expansive soils
- » Distress evaluations
- » Rigid and flexible pavements
- » CDG construction materials testing lab oversight

PROJECT EXPERIENCE

- » Jefferson County Village Creek Wastewater Treatment Plant
- » Southside Well, Tank and Pumps
- » Opp Pump House Distress Evaluation
- » Ashford Lift Station
- » Alabama Aviation Center of Ozark
- » Albertville Airport Industrial Access
- » Southeast Alabama Regional Airport Hangar
- » Low Army Heliport Parking Apron Expansion



ERIC SANDERSON, PE
Environmental Engineer
PE AL 23790

PROFESSIONAL SUMMARY

Eric Sanderson has 31 years of experience in the environmental consulting industry. He serves as an environmental lead providing a breath of knowledge on consulting and management. Previously working at ADEM, Eric served as the Solid Waste Branch Chief of the Land Division and as the Industrial Section Chief of Water. He developed and implemented environmental laws, regulations and permitting, compliance and enforcement procedures.

SERVICE EXPERIENCE

- » Compliance and enforcement assistance
- » Solid waste permitting assistance
- » Due diligence
- » Local host government approval
- » Expert testimony
- » Regulatory assistance

PROJECT EXPERIENCE

- » Franklin County Land Management - Solid waste permit modifications
- » Scottsboro Landfill - Local host government approval application
- » Blount Landfill - Solid waste permit modifications and scrap tire renewal application
- » City of Huntsville Landfill - Solid waste permit modifications, CQA, and waste characterization study
- » Evergreen Environmental Partners - Volume capacity analysis and financial assurance report
- » EcoSouth Services of Mobile, LLC - Solid waste permit modifications, CQA

PROJECT TEAM



TYLER LAWRENCE, PE
Project Engineer
PE AL 54828

PROFESSIONAL SUMMARY

Tyler Lawrence is a project engineer and has been working on geotechnical and CE&I projects for nearly five years. His experience includes infrastructure construction and improvement projects in water, utility, solid waste, transportation and site development.

SERVICE EXPERIENCE

- » Construction and field observation
- » Weekly and monthly progress reports
- » Geotechnical analysis and reports
- » Rebar and proof-rolling inspections
- » Editing and proofreading technical specs
- » Soil and materials testing

PROJECT EXPERIENCE

- » Panama City Lift Stations
- » Kinsey Wastewater Treatment Plant and Collection System
- » Malone Sewer and Wastewater Treatment Plant Improvements
- » Tallassee Wastewater Treatment Plant and Sewer Improvements
- » Troy Big Creek Wastewater Treatment Plant
- » Taylor Wastewater Treatment Plant
- » Troy Walnut Creek Wastewater Treatment Plant Lead Remediation Upgrade
- » Marianna Wastewater Treatment Plant Improvements



JARED LOWE, PE, PLS
Surveyor
PE AL 50696
PLS AL 33950

PROFESSIONAL SUMMARY

Jared Lowe is a licensed professional with 12 years of experience in both land surveying and civil engineering design. Along with having degrees in geomatics and civil engineering, Lowe currently holds a Professional Land Surveyor license and Professional Engineer license. His experience coordinating survey activities, reviewing field work and advising on legal issues relating to properties make him a critical part of the project team.

SERVICE EXPERIENCE

- » Aerial mapping/photogrammetry
- » Geographic information system
- » Right of way acquisitions
- » Boundary and topographic surveys
- » Construction staking
- » Subdivision
- » American Land Title Association surveys

PROJECT EXPERIENCE

- » Gadsden Mall Site Improvements
- » Oak Mountain State Park Renovations
- » Cullman Streetscape
- » Sharon Johnston State Park
- » Little River Park
- » Rickwood Caverns State Park
- » Gadsden Riverfront Commercial Development
- » Boaz Zoning Maps

PROJECT TEAM



SCOTT HENDERSON
Project Designer

PROFESSIONAL SUMMARY

Scott Henderson has 35 years of experience in project design and conceptual layouts. His design experience includes municipal water and sewer projects, and storm sewer hydraulics as well as coordination with various regulatory agencies (e.g. ADEM, U.S. Army Corps of Engineers, ALDOT, GDOT) to achieve project completion.

SERVICE EXPERIENCE

- » Wastewater lift stations and force mains
- » Wastewater treatment facilities
- » Water booster stations
- » Water storage tanks & supply wells
- » Water transmission systems
- » Flow meter installation & calibration

PROJECT EXPERIENCE

- » Laney Lift Station Upgrade
- » Glencoe Water & Sewer Board Lagoon Upgrade
- » CWSRF South Basin Sanitary Sewer Rehabilitation
- » Napier Field CDBG Sewer Project
- » Jemison CDBG Sanitary Sewer Improvements
- » Southside Wastewater Treatment Plant
- » Hartselle Street & Drainage Improvements
- » Whatley Drive Drainage Improvements



ROB FOREMAN, QCI
QCI Manager

PROFESSIONAL SUMMARY

Rob Foreman has 15 years of successful experience conducting field operations and construction management of multi-million-dollar civil contracting phases for site development, infrastructure, environmental and industrial projects. He also manages field crews during site construction phases while maintaining project performance, requirements and specifications.

SERVICE EXPERIENCE

- » Supervises field crews
- » Operates heavy equipment
- » Oversees project production, budget and schedule
- » Coordinates between field operations and design teams
- » Prepares weekly and monthly progress reports

PROJECT EXPERIENCE

- » Rolin Hills Lift Station Rehabilitation
- » Laney Lift Station Upgrade
- » WHWA 2019 CDBG Water Main Improvements
- » MUB - Water Relocation at Drum Creek
- » Canoe Water Systems Improvements
- » CCWA Filter Rehab - CEI
- » Elba Sewer Improvements

PROJECT TEAM



PHIL BLACK, PE
Electrical Engineer
PE AL 27420

PROFESSIONAL SUMMARY

Mr. Black is a Senior Principal that has been with Jackson, Renfro & Associates since 1998, specializing in water and wastewater design, and providing planning, evaluation, design and construction review for municipal, industrial, institutional and commercial projects.

SERVICE EXPERIENCE

- » Electrical engineering
- » Project planning, evaluation, design and construction
- » Water and wastewater design

PROJECT EXPERIENCE

- » Scottsboro Booster Pump Station & PRV
- » Green Pond Booster Pump Station
- » Guntersville Booster Pump Station
- » Buhl Boyd Rd & Crawford Rd Booster Pump Station
- » Rainbow City Hwy 77 Booster Pump Station
- » CCWA Fayette Booster Pump Station
- » Alabaster Hwy 264 Booster Pump Station
- » Alabaster Hwy 12 Booster Pump Station



BRADLEY JOHNSON, PE
Structural Engineer
PE AL 21832

PROFESSIONAL SUMMARY

Mr. Johnson's position on the project team as structural engineer will greatly benefit the design team, as he understands the importance of the overall function of the structure. Mr. Johnson will work closely with the team members during the preliminary design and layout to design a structure that is functional as well as structurally sound.

SERVICE EXPERIENCE

- » Structural design
- » Shallow foundation systems
- » Deep foundation systems
- » High wind zone design
- » Evaluation/analysis of existing structures
- » Construction administration
- » Special inspections

PROJECT EXPERIENCE

- » Calhoun County Water Authority Fields Water Treatment Facility
- » Southside Well, Tank and High Service Pumps
- » Bayou La Batre Shine Road Well Iron Treatment Facility
- » Tallassee Laney Lift Station Renovations

PROJECT APPROACH



PROJECT UNDERSTANDING

The Grand Hotel Lift Station project includes the installation of a new lift station on Scenic Highway 98, approximately 1000 linear feet (LF) south of the Grand Hotel, and an upgrade to the existing lift station at the Grand Hotel. Multiple force mains will be rerouted to the new lift station on Scenic Highway 98. The existing lift station at the Grand Hotel will be rehabilitated to accommodate the new flow into the station.

The new lift station on Scenic Highway 98 is slated to receive flow from three lift stations and one grinder station. The new lift station is anticipated to have above-ground discharge valves and piping with stainless steel or ductile iron pipe, pending cost and durability analysis.

SCOPE OF SERVICES

A successful project begins with a clear roadmap for completion. The CDG team relies upon extensive project experience and an understanding of the City's requirements to develop a detailed project approach that will create a project that will serve the City for years. The team's use of thorough quality assurance and quality control (QA/QC) measures complements the proposed project approach. As proposed, the Project will be completed utilizing the tasks outlined below.

PROJECT APPROACH

PROJECT MANAGEMENT

Project management efforts initiated at the start of the Project and carried throughout its duration will help guide and ensure that the result of all efforts meets the City's needs and stakeholder input is adequately addressed.

KICK OFF MEETING

The Project Manager and associated project team members will meet with City staff to review the Project, visit the sites, outline key elements, identify areas of concern or potential optimization, and discuss the project plan. This meeting will initiate the Project's start and establish project communications.

DEVELOP PROJECT GOALS

Project goals will be defined through collaboration among the City, other stakeholders, and the project team as the Project develops. The Project goals will be reviewed and analyzed at every step to ensure compliance with each individual goal and the overall Project intent.

PROJECT MANAGEMENT

Based on the input of the City and CDG's knowledge of this type of Project, key project milestones will be identified. Initial milestones are defined to include:

- » Project Kickoff
- » Completion of Field Investigations
- » Development of Feasible Project Alternatives for Consideration
- » Milestone Design Completion and Review (Schematic / 50% / 90% / 100%)
- » Advertisement for Bid
- » Bid Opening
- » Notice to Proceed
- » Substantial Completion
- » Project Acceptance

Milestone scheduling will be incorporated into the final, detailed project schedule and monitored throughout the Project's duration. Certain milestones will trigger the need for special meetings to discuss progress and review project documentation.

MILESTONE MEETINGS

Project milestone meetings are conducted to outline progress to date and present a road map for the future. Documents for discussion are submitted to City staff prior to each meeting to familiarize themselves with discussion items.

DEVELOP & MAINTAIN THE PROJECT SCHEDULE

An aggressive, realistic and detailed project schedule will be developed to outline the expected duration of each critical project task. The schedule will be maintained and updated as the Project progresses. Revised schedules will be shared to indicate progress and identify the current and future project status.

WEEKLY PROGRESS REPORTS

Weekly progress reports will be submitted electronically to the City to outline progress to date, weekly tasks to be accomplished, tasks accomplished the prior week, requests for information, and any additional issues.

QUALITY ASSURANCE AND CONTROL

Quality assurance and control (QA/QC) measures will be implemented throughout every process stage. The first level of quality control takes place within each specific discipline group. Technical leaders of each group review their staff's work and ensure the work is correct and complete. These reviews occur informally on a weekly and sometimes daily basis. Formal reviews are completed on deliverables at project milestones and comments are shared with all project team members. Discussions are held as needed.

Following the discipline-specific reviews, the QA/QC Team completes quality assurance reviews of the materials. This step lends a fresh view of the material and allows a big-picture view to review the project documents. A diverse team will be used in the review processes. CDG's facility operators will be included in wastewater treatment to provide an operational perspective. Information developed during these reviews is shared in group meetings with the entire project team. All materials are passed through the quality control measures before City submission.

PROJECT APPROACH

PHASE 1.0 SCHEMATIC DESIGN

The schematic design will utilize all collected data to develop engineering plans and outline primary project components. Schematic documents, including engineering plans, will be compiled. Hydraulic and other calculations will be assembled to define requirements and system performance. The documents will outline project locations, existing conditions, proposed improvements, required modifications, and construction plans, specifications, and details. The Schematic Design phase is anticipated to be completed through the following tasks.

TASK 1.1 GATHER EXISTING DATA AND ESTABLISH BASIC DESIGN CRITERIA

The CDG Team will submit a formal request for information to obtain data that may be available from the City's resources. Data requested may include GIS and/or CAD-based information relating to the existing sewers, previous documentation, inspection data, and other relevant information.

TASK 1.2 ENGINEERING FIELD INVESTIGATIONS

Field activities will be conducted at the initiation of the Project to gather a complete set of current data related to the lift station. Project team members will visit the lift station sites and force main corridor for additional familiarization, note any conditions that could impact construction, evaluate suitable access to the construction area, and identify where special construction methods might be advantageous. Field notes and notable findings from this will be kept, and any subsequent reconnaissance efforts will be communicated to the City. Field data will be combined with any available existing as-built data to create a comprehensive data set that will be used later in the design.

TASK 1.3 REGULATORY REVIEW / PERMITTING

Records related to local, state, and national regulatory permitting, enforcement, and general communications will be reviewed. Required permits and documentation of any regulatory concerns will be outlined so that these issues may be addressed as relevant in the planning document. This task will outline any regulatory concerns or potential problems that need to be addressed within planning documents.

TASK 1.4 FIELD SURVEY

Survey work will be conducted to determine key elements of the existing facilities, the surrounding area, and the force main alignments. Research will be performed to gather descriptions of property, easements, and rights-of-way (ROW) at the lift station sites and along the force main alignment. This data will be coordinated with the City so that all meaningful data that may be useful in examining primary and alternate designs is gathered at a reasonable level of detail.

A field survey crew will be mobilized to gather data at the facility. This will include layout and elevation data of existing site conditions, features, and above- and below-ground infrastructure. The crew will use GPS and traditional survey methods to complete the work. A design engineer will be on-site at points throughout the completion of the survey task to ensure that all needed data is gathered and to observe the facility's operation in various scenarios. Survey data will be drafted for use in developing the design documents. Plans and sections will be developed and compared to as-built data where appropriate.

PROJECT APPROACH

TASK 1.5 GEOTECHNICAL

With offices in Dothan and Andalusia, CDG provides local, expert geotechnical services for utility infrastructure projects across South Alabama, including the Baldwin and Mobile County area. Our extensive experience with water and wastewater projects for communities and authorities such as the Utilities Board for the City of Bayou La Batre, Summerdale, Baldwin County Sewer and the Poarch Creek Indians Utility Authority ensures a thorough understanding of local conditions.

CDG will employ its in-house drilling and sampling capabilities to determine the unique subsurface conditions at the project site. Our AASHTO and CCRL-accredited Testing Laboratory upholds strict quality standards, with certified technicians ensuring reliable service for complex projects. And with six Registered Engineers and more than 100 years of combined experience, our Geotechnical staff will analyze the site-specific conditions and design cost-effective, tailored foundation and earthwork solutions that bring lasting value to the City and its residents.

TASK 1.6 ENVIRONMENTAL AND CULTURAL RESOURCE INVESTIGATIONS

Qualified personnel will conduct surveys to identify Waters of the United States (WOTUS) throughout the project area. Data will be collected using GPS technology and compiled into a comprehensive report. If required, this data can be used to support permitting under Section 404 of the Clean Water Act (CWA) through the U.S. Army Corps of Engineers (Corps).

If needed, CDG will perform a Phase I Environmental Site Assessment (PESA) to provide a professional opinion based upon evidence as to the potential usage, storage, handling, or disposal of materials within the property that may be hazardous or cause violations of state and federal laws, rules, or regulations. Phase I ESA will include a historical background study of the site, a review of available environmental reports regarding the site, a regulatory data base review, a physical reconnaissance of the site and vicinity, and the preparation of a Phase I ESA report.

If needed, a habitat assessment for threatened and endangered species will also be carried out to determine the potential presence of such species in the area. The data gathered from this assessment can be used to seek concurrence from the U.S. Fish and Wildlife Service (USFWS), though species-specific surveys are not included in this process. If needed, CDG will coordinate a Phase I Cultural Resources Survey to fulfill the requirements of Section 106 of the National Historic Preservation Act (NHPA). A concurrence request will be submitted to the Alabama Historical Commission (AHC) for review and approval. Should additional studies be necessary to meet federal, state, and local requirements, CDG will provide services to secure necessary permits.

TASK 1.7 DEVELOPMENT AND ANALYSIS OF ALTERNATIVES

A pool of potential alternatives that meet the needs of the Project will be developed based on field and data investigations, a review of existing infrastructure, and the City's input. Once developed, the potential alternatives that best meet the Project's goals will be further detailed as feasible alternatives.

Schematic plans will be developed with concept-level opinions of cost for each alternative. Utilizing the developed alternatives, an alternatives analysis will be completed and summarized in a Technical Memorandum. This Technical Memorandum will summarize the alternatives considered and outline the benefits and limitations of each option. General criteria under which each alternative will be analyzed will include ease of construction, easement requirements, sustainability/longevity, capital cost, long-term cost, ease of maintenance, operational flexibility, and other attributes important to the City. A weighted alternatives analysis matrix will be completed and contained within the Technical Memorandum to quantify or "score" each alternative.

PROJECT APPROACH

TASK 1.8 SCHEMATIC DESIGN

A schematic design will be completed to further details developed in the alternatives analysis. Plan sheets will be developed to outline infrastructure locations and general configurations. A summary will be provided to outline permitting requirements and other special requirements. A preliminary design report and cost estimate will accompany the layout plan and present the following:

- » Summary of design criteria;
- » Alternative layouts and configurations considered, along with capacity and system performance based on hydraulic modeling;
- » Identification of permitting needs and any needed easements;
- » Description of areas where special construction methods may be advantageous;
- » Project schedule; and
- » Opinion of probable cost for the selected alternatives.

PHASE 2.0 DETAILED DESIGN & CONSTRUCTION DOCUMENTS

Construction documents will be developed based on efforts completed during the schematic design efforts. The Design Development phase will solidify project details, further refine budget costs, allow adequate opportunities for City input, and result in a set of documents suitable for competitive bidding by qualified general contractors. This phase will be completed through the following tasks.

TASK 2.1 DETAILED DESIGN PLANS

Once the selected alternative design has been identified, the construction plans for the proposed Project will be prepared. The proposed station site layouts and force main alignments will be drawn utilizing the field survey data gathered. Drawings utilizing an appropriate scale will be created for use in construction. Pertinent above-ground features, such as existing structures or attributes, both those to be removed and those remaining, will be identified. Detail and note sheets will be included to establish additional project requirements. All design plans will be shared with the City as desired.

TASK 2.2 DETAILED DESIGN SPECIFICATIONS

The specifications will present general provisions, special project requirements, design points, warranty requirements, and technical documentation establishing the type and quality of materials and equipment, pertinent tests, and guarantees to be met. These will include all information necessary to ensure competitive bids for the Project. Bidding documents will also be compiled. The bidding documents will consist of the bid advertisement, instructions for bidders, bid forms, bonds, and any forms required by the funding source and contract forms. All specifications and related documents will be prepared per the Construction Standards Institute (CSI) format.

TASK 2.3 CONSTRUCTABILITY REVIEW

Following the development of the Detailed Design documents, CDG and the City will review the design to identify any significant constructability issues that could impact the Project. Comments generated from this review will be incorporated into the subsequent documents.

TASK 2.4 CONSTRUCTION COST ESTIMATES

At set design points and as desired by the City, construction cost estimates will be developed and presented to the City for review. Once the City has approved the final plans and specifications, the final probable construction cost estimate will be provided.

PROJECT APPROACH

TASK 2.5 AS-NEEDED EASEMENT ACQUISITION ASSISTANCE

If any easements are needed, necessary land surveying will be performed, and associated legal descriptions will be developed. Additionally, other assistance associated with acquisition of easements, such as appraisals, title searches, and negotiations with landowners would be undertaken.

TASK 2.6 CLIENT REVIEW MEETING/APPROVAL

Following each submission of the Design Documents, a review meeting will be held. Comments from these meetings will be incorporated into the subsequent submission through Final Construction Documents.

TASK 2.7 FINAL CONSTRUCTION DOCUMENTS

The Final Construction Documents will incorporate all subsequent changes to drawings and specifications and address all materials, construction, and bidding requirements for successful project completion.

PHASE 3.0 BIDDING & CONSTRUCTION PHASE SERVICES

The Construction Administration and Inspection Phase shall generally include assisting the City in bidding the Project, administering the construction contract, and providing resident construction inspections until the physical construction of the Project is completed. CDG will act as a representative of the City throughout the duration of the construction contract as desired.

TASK 3.1 BID ADVERTISEMENT

CDG will assist the City in advertising for and obtaining bids. This will include issuing the advertisement for bids to local contractors and other entities outlined by the City. The advertisement will be in accordance with the standards set forth by all funding agencies. A record of plan holders will be maintained. Contract documents will be made available for public viewing from CDG's offices. Bid documents will be made available for sale to all interested parties.

TASK 3.2 RESPOND TO QUESTIONS FROM BIDDERS

Questions from contractors and suppliers will be received, logged, and responded to during the bid period. If necessary, CDG will evaluate and determine the acceptability of "or equal" material(s) submitted by prospective bidders.

TASK 3.3 ISSUE ADDENDA AS REQUIRED

If a clarification of the plans or specifications is needed, all plan holders will be notified by binding addendum to clarify, correct, or amend the bidding documents. Necessary addenda will be prepared and submitted to the City for approval before distribution to plan holders.

TASK 3.4 BID OPENING

The project manager will attend and conduct the bid opening. All bids will be checked for accuracy, and a certified bid tabulation will be prepared. The apparent low bidder will be identified, and references checked. The validity of bonds will be checked to verify that the bonding company is properly registered in the State of Alabama. Each qualified bid will be evaluated. A written recommendation for contract award will be issued.

PROJECT APPROACH

PHASE 4.0 CONSTRUCTION INSPECTION AND ADMINISTRATION

The construction inspection and administration phase has been developed to provide all necessary elements to move the project through successful construction. Within this phase, CDG will assist the City through construction administration of the construction contract by providing resident construction inspection through the completion of the project's physical construction. CDG will act as a City representative as desired by the City throughout the duration of the construction contract. Primary construction phase services will include the following tasks.

TASK 4.1 CONSTRUCTION CONTRACT ADMINISTRATION

Upon the successful awarding of the bid, the Contractor will prepare the final contract documents for execution and then submit them to the City for final review and execution to create a binding document.

TASK 4.2 PRE-CONSTRUCTION CONFERENCE

In coordination with the City, a Pre-Construction Conference will be conducted before work commences on the Project. CDG will schedule, attend, and conduct the conference. The conference will establish a working understanding among all parties involved and discuss the Contractor's schedule. Procedures for handling shop drawings and processing payment applications, along with other items and responsibilities, will also be addressed. Minutes from the meeting will be kept and distributed to all parties in attendance.

TASK 4.3 SUBMITTAL REVIEW

All shop drawing submittals from the Contractor will be received, logged, and reviewed for compliance with the construction contract's requirements. A timely review of shop drawings is essential to avoid costly delays. Due to the short construction period anticipated for this Project, an expedited shop drawing review process is prescribed so that shop drawing turnaround time will be, in general, within seven days of receipt.

TASK 4.4 MONTHLY PARTIAL PAY REQUEST REVIEW

The Contractor's monthly partial pay requests will be reviewed to ensure that the quality of the work is per the contract documents and that the work has progressed to the point indicated in the partial pay request. The partial pay requests will also be reviewed and compared to the Contractor's approved project schedule. The review's recommendation will be provided in writing to the City. All quantities noted in documents provided by the Contractor, including any stored materials, will be reviewed before approval of any and all pay request documents.

TASK 4.5 PROGRESS MEETINGS

Construction progress meetings will be conducted regularly and include representatives of the City and the Contractor. The purpose of these progress meetings will be to review the project status. Items for discussion in these meetings will include, but are not limited to, the following:

- » Contractor progress schedule and updates;
- » Partial payment applications;
- » Construction issues that may have arisen;
- » Contractor requests for information (RFI);
- » Conformance with the contract documents;
- » Contract disputes and request for changes or clarification;
- » Coordination required between Contractor and other parties; and
- » Status of any outstanding items.

PROJECT APPROACH

TASK 4.6 RESIDENT CONSTRUCTION OBSERVATION

CDG will provide a qualified construction observer for all periods in which payable items related to the Project are being completed unless authorized otherwise. The construction observer will represent the City and ensure that all work is being completed according to the plans and specifications and in accordance with best construction practices. Daily logs will be generated to reflect on-site equipment and materials and primary activities completed each working day. Site photos will be included to note progress. Within this subtask, any necessary construction survey and staking will be completed.



TASK 4.7 FINAL INSPECTION

Following the completion of the construction activities, a final inspection of the work will be completed to determine if the completed Project is acceptable and ready for its intended use. A punch list of project deficiencies will be prepared and delivered to the Contractor for corrective action. A follow-up inspection will be performed to verify that corrective action has been completed. During the final inspection, the following tasks will be performed:

- » Inspect the Project to determine if any areas are not in conformance with the contract plans and specifications;
- » Confirm that job site cleanup has been completed; and
- » Conduct a final check of the location of facilities for record purposes, as necessary.
- » After all work is completed correctly, the City will receive a recommendation for accepting the Project and a recommendation for final payment.

TASK 4.8 CLOSE OUT DOCUMENTS

All close-out documents will be received, reviewed, and transmitted to the City per the requirements of the City and the funding agencies. Documentation associated with the completion of the Project will include maintenance and operating instructions related to primary equipment, guarantees, final approved shop drawings, as-built documents, samples, and other documents required by the contract documents.

REFERENCES



CDG VALUES THE RELATIONSHIPS WE HAVE BUILT THROUGH THE YEARS

The following individuals can speak firsthand about their experience working with CDG to accomplish improvements in their communities. We hope you will contact them to have a better understanding of the quality service and open communication we provide to our clients.

Dan McCrory – Director of the Water & Sewer Department

Utilities Board of the City of Bayou La Batre
13321 N Wintzell Ave, Bayou La Batre, AL 36509
(251) 824-2172 • danonthebayou@gmail.com

Wastewater Treatment Plant Improvements, Septic to Sewer Conversion, Lift Station Rehabilitation:

Designing services, bidding services, construction management and inspection service

Hon. Sarah Hill, Mayor

City of Tallassee
3 Freeman Ave, Tallassee, AL 36078
(334) 415-3000 • sarahahill18@gmail.com

Laney Lift Station Services: Design, bid, and construction-phase services; Lift station rehabilitation; Conversion of dry pit to a 200% larger wet well; Design of a three-pump submersible system with discharge header; Pump removal system installation

Chad Hare, General Manager

Gadsden Water Works & Sewer Board
515 Albert Rains Blvd, Gadsden, AL 35902
(256) 549-4520 • chare@gadsdenwater.org

Gadsden Lift Station Services: Expansion of sewer service capacity to Airport Road and surrounding industrial areas; Upgrade and replacement of the Airport A lift station and associated force main; Upgrade of the Brooke Avenue lift station and the wastewater treatment plant headworks; Mitigation of sanitary sewer overflows during heavy rain

EQUAL OPPORTUNITY



UTILIZING MBE/WBE/DBE TEAMING PARTNERS

While the primary firm is not a minority-owned, women-owned, disadvantaged business enterprise (MBE/WBE/DBE), CDG, Inc. understands the importance of taking all necessary affirmative steps to partner with qualified MBE, WBE, and DBE firms where possible.

CDG will seek out MBE/WBE/DBE firms to fulfill any project needs that cannot be satisfied through the firm's in-house capabilities.





11 W. Court Square
P.O. Box 278, Andalusia, AL 36420

RECEIVED
11/19/21 5P

3:31 pm

"Sealed Bid"

Professional Engineering Services
Installation of a New Lift
Station on Scenic Hwy 98
and Lift Station Upgrade
at the Grand Hotel
RFQ No. PS25-004
City of Fairhope, Alabama
555 South Section Street
Fairhope, AL 36532



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-881

FROM:	Daryl Morefield, WATER SUPERINTENDENT
SUBJECT:	The Superintendent of the Water/Wastewater Department, Daryl Morefield, has requested to procure a qualified contractor for the reconditioning of the Water Treatment Plant No. 2 - 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 - 300,000 Gallon Elevated Leg Tank.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To approve the award for Bid No. 25-012 the Reconditioning of the Water Treatment Plant No. 2 - 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 - 300,000 Gallon Elevated Leg Tank for a not-to-exceed cost of \$1,882,155.00.

BACKGROUND INFORMATION:

A service bid was issued on November 22, 2024, posted to the City of Fairhope's website, and advertised with Gulf Coast Media for three (3) weeks. Five (5) responsive bids and one (1) non-responsive bid were received at the bid opening on December 12, 2024 at 10:00 a.m. The lowest received bid was from G&L Tank Sandblasting and Coatings LLC.

The Superintendent of Water/Wastewater and the Project Engineer's recommendation is to award this bid to G&L Tank Sandblasting and Coatings LLC for One Million Eight Hundred Eighty-Two Thousand One Hundred Fifty-Five Dollars (\$1,882,155.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004020-59501 Line 130 004020-59501 Line 140	Water - Utility Sys Imprv Water - Utility Sys Imprv	\$1,750,000.00 \$450,000.00	\$1,882,155.00	\$317,845.00

Engineering costs associated with project are not included in contract costs of

\$1,882,155.00.

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, as follows:

[1] That the City of Fairhope did request, receive, and open bids for Reconditioning of the Water Treatment Plant No. 2 – 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 – 300,000 Gallon Elevated Leg Tank (Bid Number 25-012) for the City of Fairhope.

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

Please see attached Bid Tabulation for (Bid Number 25-012)
Reconditioning of the Water Treatment Plant No. 2 – 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 – 300,000 Gallon Elevated Leg Tank

[3] After evaluating the bid proposals with the required bid specifications, G&L Tank Sandblasting and Coatings LLC is now awarded the bid for Reconditioning of the Water Treatment Plant No. 2 – 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 – 300,000 Gallon Elevated Leg Tank for bid proposal not-to-exceed of \$1,882,155.00.

Adopted on this 19th day of December, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



December 12, 2024

Mr. Daryl Morefield
City of Fairhope
555 South Section Street
Fairhope, AL 36532

Re: Bid No. 25-012 - The Reconditioning of the Water Treatment Plant No. 2 - 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 - 300,000 Gallon Elevated Leg Tank; Krebs Project No. 24303

Dear Daryl:

Five (5) bids were received for the above-referenced project at 10:00 A.M., CDT, on December 12, 2024. The order of the bids received, beginning with the low bidder, was as follows:

CONTRACTOR	BASE BID
G&L Tank Sandblasting and Coatings LLC	\$1,882,155.00
Tank Pro, Inc.	\$2,059,827.00
Classic Protective Coatings, Inc.	\$2,296,184.00
Dixie Painting and Sandblasting, Inc.	\$2,557,336.10
Worldwide Industries Corp.	\$2,591,624.20

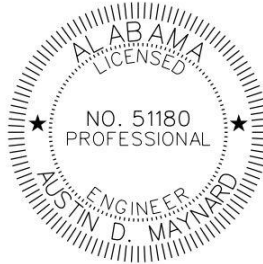
Krebs reviewed the bids and determined G&L Sandblasting and Coatings LLC meets the requirements of the low, responsible, responsive bidder as outlined in the Contract Documents. Attached is a copy of the certified bid tabulation, Bid Response Form, and Bid Bond of G&L Sandblasting and Coatings LLC for your records.

Krebs recommends awarding the contract for the above referenced project to G&L Sandblasting and Coatings LLC for the low tendered bid amount of \$1,882,155.00.

Please contact us if there are any questions or comments.

Sincerely yours,

By *Austin Maynard*
Austin Maynard, P.E.
Project Engineer



cc: Rob Vaughan, Caleb Leach, Parker Foushee, Joe Webber, Erin Wolfe, Rhonda Cunningham
Krebs File No. 24303

BID NO.: 25-012
KREBS JOB NO.: 24303
DATE: DECEMBER 12, 2024 @ 10:00 AM, Local Time
OWNER: CITY OF FAIRHOPE
DESCRIPTION: THE RECONDITIONING OF THE WATER TREATMENT PLANT NO. 2 - 3,000,000 GALLON HYDROPIILLAR TANK AND THE WATER TREATMENT PLANT NO. 3 - 300,000 GALLON ELEVATED LEG TANK

				Classic Protective Coatings, Inc. N7670 State Hwy 25, Menomonie, WI 54751		Dixie Painting & Sandblasting, Inc. 6703 Boggan Level Road, Andalusia, AL 36420		G&I Tank Sandblasting & Coatings, LLC. 2101 Hwy. 64 W, Shelbyville, TN 37106		Tank Pro, Inc. 5500 Watermelon Road, Northport, AL 35473		Worldwide Industries Corp. 470 Mitchell Hill Road, Butler, PA 16002
Item No.	Approximate Quantities	Description of Item	Unit Price	Total Price for Item	Unit Price	Total Price for Item	Unit Price	Total Price for Item	Unit Price	Total Price for Item	Unit Price	Total Price for Item
1	Complete	Mobilization, Demobilization, and Insurance	LS	\$80,000.00	LS	\$40,000.00	LS	\$15,000.00	LS	\$15,000.00	LS	\$20,000.00
Water Treatment Plant No. 2 – 3,000,000 Gallon Hydropillar Tank												
2	Complete	Reconditioning of the WTP No. 2 - 3,000,000 Gallon Hydropillar Tank Exterior Surfaces to include complete removal and replacement of all existing coatings in accordance with the Contract Documents.	LS	\$1,106,500.00	LS	\$980,630.00	LS	\$726,500.00	LS	\$777,834.00	LS	\$997,610.00
3	Complete	Reconditioning of the WTP No. 2 - 3,000,000 Gallon Hydropillar Tank Interior Wet Surfaces to include complete removal and replacement of all existing coatings in accordance with the Contract Documents.	LS	\$481,560.00	LS	\$710,000.00	LS	\$436,450.00	LS	\$635,000.00	LS	\$531,610.00
4	Complete	Reconditioning of the WTP No. 2 - 3,000,000 Gallon Hydropillar Tank Interior Dry Surfaces to include piping systems in accordance with the Contract Documents.	LS	\$102,380.00	LS	\$165,000.00	LS	\$206,000.00	LS	\$134,037.00	LS	\$392,640.00
5	Complete	Miscellaneous Repairs of the WTP No. 2 - 3,000,000 Gallon Hydropillar Tank, all in accordance with the Contract Documents.	LS	\$12,800.00	LS	\$18,000.00	LS	\$26,000.00	LS	\$11,550.00	LS	\$81,722.00
6	100 (Per Ea.)	Welded Pit Repairs for Water Storage Tanks in Accordance with the Contract Documents.	\$100.00	\$10,000.00	\$20.00	\$2,000.00	\$25.00	\$2,500.00	\$35.00	\$3,500.00	\$25.00	\$2,500.00
7	1 (Per Gal.)	Additional Pit Filling in Accordance with the Contract Documents.	\$400.00	\$400.00	\$500.00	\$500.00	\$350.00	\$350.00	\$750.00	\$750.00	\$900.00	\$900.00
Water Treatment Plant No. 3 – 300,000 Gallon Elevated Leg Tank												
8	Complete	Reconditioning of the WTP No. 3 - 300,000 Gallon Elevated Leg Tank Exterior Surfaces to include complete removal and replacement of all existing coatings in accordance with the Contract Documents.	LS	\$266,300.00	LS	\$345,721.00	LS	\$258,750.00	LS	\$291,899.00	LS	\$259,100.00
9	Complete	Miscellaneous Repairs of the WTP No. 3 - 300,000 Gallon Elevated Leg Tank, all in accordance with the Contract Documents.	LS	\$12,500.00	LS	\$60,000.00	LS	\$37,000.00	LS	\$500.00	LS	\$67,440.00
10	100 (Per Ea.)	Pit Filling in Accordance with the Contract Documents	\$150.00	\$15,000.00	\$30.00	\$3,000.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00	\$25.00	\$2,500.00
11	Complete	10% Contingency - (Summation of Items 1-10) x 0.10	LS	\$208,744.00	LS	\$232,485.10	LS	\$171,105.00	LS	\$187,257.00	LS	\$235,602.20
TOTAL AMOUNT OF BASE BID				\$2,296,184.00		\$2,557,336.10		\$1,882,155.00		\$2,059,827.00		\$2,591,624.20

"I hereby certify that this is a true tabulation of bids received by the by the City of Fairhope on December 12, 2024 at 10:00 AM for the Reconditioning of the WTP No. 2 - 3,000,000 Gallon Hydropillar Tank and the WTP No. 3 - 300,000 Gallon Elevated Leg Tank"

Robert Vaughan
Robert Vaughan, P.E.

* Highlighted Value denotes corrected value from error on bid form

THIS IS THE LAST PAGE

Attachments to Addendum No. 1 following this page:

PROPOSAL FORM – 2 Pages

VOLUNTARY PRE-BID MEETING SIGN IN SHEET – 1 Page

Specification SECTION 01 22 00 – UNIT PRICES – 3 Pages

Specification SECTION 09 96 00 – HIGH-PERFORMANCE COATINGS – 19 Pages

Sheet C1-01 WTP NO. 2 TANK SITE– 1 Page

WTP NO. 2 TANK REPORT – 7 Pages

WTP NO. 3 TANK REPORT – 40 Pages

A total of 77 pages or sheets of drawings (including this page) have been included in Addendum No. 1.

General Contractors are requested to return this page as an acknowledgement that you have received this Addendum by e-mail. This will NOT be mailed. A copy of this Addendum may be picked up at the office of the Engineer.

Return to Krebs Engineering, Inc. by email: parker.foushee@krebsseng.com

Received By

Isai Gomez

Contractor

G & L Tank Sandblasting and Coatings LLC

Date

12/10/24

**ITEM IV
BID RESPONSE FORM**

Date: 12/10/24

BID NO: 25-012 – The Reconditioning of the Water Treatment Plant No. 2 - 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 - 300,000 Gallon Elevated Leg Tank

3.0 BIDDER'S DECLARATION AND UNDERSTANDING

- 3.0.1 The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the CITY, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.
- 3.0.2 The Bidder further agrees that he has checked and verified the completeness of the Contract Documents and that he has exercised his own judgment regarding the interpretation of subsurface information utilizing all pertinent data in arriving at his conclusions. The Bidder shall be fully responsible for any damages or liability arising out of his or his subcontractors pre-bid investigations.
- 3.0.3 The Bidder understands and agrees that if a Contract is awarded, the CITY may elect to award all schedules under one Contract, lump sum, separately, or in any combination that best serves the interests of the CITY.
- 3.0.4 The Bidder further declares that he has carefully examined the Contract documents for the construction of the Project and has checked and verified the completeness of the Contract Documents; that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved. Bidder further declares that he is fully aware of the fact that the description of the work, quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents. Bidder also declares that this Proposal is made according to the provisions and under the terms of the Contract Documents, which Documents are hereby made a part of this Proposal.

3.1 START OF CONSTRUCTION AND CONTRACT COMPLETION TIME

The Bidder further agrees to **begin work on the date stated in the Notice to Proceed (Est. January 20, 2025)** and to fully complete the work, in all respects, within the time specified in the Contract documents for completion, that being TWO HUNDRED TEN (210) calendar days. The work at the WTP No. 2 – 3,000,000 Gallon Tank shall be completed within ONE HUNDRED TWENTY (120) calendar days after the date on which the Notice to Proceed is issued. The work at the WTP No. 3 – 300,000 Gallon Tank shall be completed within TWO HUNDRED TEN (210) calendar days after the date on which the Notice to Proceed is issued. Liquidated Damages will be assessed if the Contractor fails to complete the work within the Contract Time identified for each tank.

3.2 ADDENDA:

Bidder shall Insert No. of each Addendum received and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agrees that his Bid(s) include(s) all impacts resulting from said addenda.

3.3 BID AMOUNTS

3.3.1 TURNKEY BID:

The OWNER agrees to provide the following materials: NONE

Bid will include all labor, materials, equipment, shipping, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work:

The Bidder agrees to accept as full payment of the work proposed under this Project, as services are rendered, as herein specified and as shown on the Contract Documents, upon the undersigned's own estimate of quantities and costs, the following turnkey bid of:



**PUBLIC WORKS DEPARTMENT
REQUEST FOR COMPETITIVE BIDS
FOR CAPITAL IMPROVEMENT PROJECT**

BID NO. 25-012 – The Reconditioning of the Water Treatment Plant No. 2 - 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 - 300,000 Gallon Elevated Leg Tank

BASE BID

PROPOSAL FORM – The Reconditioning of the Water Treatment Plant No. 2 - 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 - 300,000 Gallon Elevated Leg Tank

ITEM NO.	APPROXIMATE QUANTITIES	DESCRIPTION OF ITEM	UNIT PRICE	TOTAL PRICE FOR ITEM
1.	Complete	Mobilization, Demobilization, and Insurance.	Lump Sum	\$ 15,000.00
Water Treatment Plant No. 2 – 3,000,000 Gallon Hydropillar Tank				
2.	Complete	Reconditioning of the WTP No. 2 - 3,000,000 Gallon Hydropillar Tank Exterior Surfaces to include complete removal and replacement of all existing coatings in accordance with the Contract Documents.	Lump Sum	\$ 726,500.00
3.	Complete	Reconditioning of the WTP No. 2 - 3,000,000 Gallon Hydropillar Tank Interior Wet Surfaces to include complete removal and replacement of all existing coatings in accordance with the Contract Documents.	Lump Sum	\$ 436,450.00
4.	Complete	Reconditioning of the WTP No. 2 - 3,000,000 Gallon Hydropillar Tank Interior Dry Surfaces to include piping systems in accordance with the Contract Documents.	Lump Sum	\$ 206,000.00
5.	Complete	Miscellaneous Repairs of the WTP No. 2 - 3,000,000 Gallon Hydropillar Tank, all in accordance with the Contract Documents.	Lump Sum	\$ 26,000.00

6.	100	Welded Pit Repairs for Water Storage Tanks in Accordance with the Contract Documents.	\$ 25.00	\$ 2,500.00
7.	1	Additional Pit Filling in Accordance with the Contract Documents Per Gallon	\$ 350.00	\$ 350.00
Water Treatment Plant No. 3 – 300,000 Gallon Elevated Leg Tank				
8.	Complete	Reconditioning of the WTP No. 3 - 300,000 Gallon Elevated Leg Tank Exterior Surfaces to include complete removal and replacement of all existing coatings in accordance with the Contract Documents.	Lump Sum	\$ 258,750.00
9.	Complete	Miscellaneous Repairs of the WTP No. 3 - 300,000 Gallon Elevated Leg Tank, all in accordance with the Contract Documents.	Lump Sum	\$ 37,000.00
10	100	Pit Filling in Accordance with the Contract Documents	\$ 25.00	\$ 2,500.00
11.	10% Contingency - (Summation of Items 1-10) x 0.10			\$ 171,105.00
Total Amount of Base Bid				\$ 1,882,155.00

ADDENDA: The Bidder acknowledges receipt of Addenda Nos. One, _____, _____, _____, _____, _____, _____.

IF CORPORATION, PARTNERSHIP, OR JOINT VENTURE

Name of Corporation, Partnership, or Joint Venture

State of Incorporation

Company Representative

Isai Gomez

Owner

Print Name of Representative Authorized to Sign

Position or Title

Contracts for the firm

Isai Gomez

Signature of Representative Authorized to Sign

Contracts for the firm

Print Name(s) of Others if a Partnership

2101 Highway 64 W

Address

Address

Shelbyville, TN 37160

City, State, Zip Code

931-735-6600

Phone Number

gltankcoating1986@gmail.com

Primary E-mail Address

56329

AL General Contractor License No. (Attach Copy)

BC-S: Interior Decorating, BC-S: Painting, BC-S: Sandblasting, BC-S: Special Coatings and Waterproofing, EV-S: Abatement, MU-S: Sandblasting, Painting, and Repair of Water Tanks, MU-S: Tank Maintenance, RFP: Reciprocity State of Tennessee

AL General Contractor License Major Categories

AL General Contractor Specialties

000-634-010

AL Foreign Corporation Entity ID (Required of Out of State Vendors)

NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF Tennessee }

COUNTY OF Bedford }

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

Name of Bid Signer

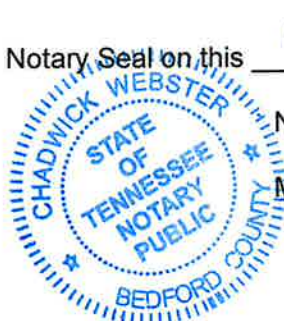
As owner respectively of G & L Tank Sandblasting and Coatings LLC

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 10 day of December, 2024



NOTARY PUBLIC

MY COMMISSION EXPIRES

Feb. 15, 2026

EXPERIENCE OF BIDDER:

Unless advised by the awarding authority in the Advertisement for Bids that the same is not required, the Bidder submits the following list of at least three clients for whom projects involving construction of similar projects have been performed within the past 5 years.

1.	City of Savage	952-882-2644
	Name of Client	Telephone Number
	6000 McColl Drive	Savage, MN
	Street	City
	1MG Gallon Elevated Fluted Column	5/2024-9/2024
	Facility	Date
	Size	651-773-5111
	Scott Kriese	Telephone Number
	Name of Engineer of Record	
	KLM Engineering, Inc	
	Name of Engineering Firm	

2.	Alabaster Water Board	205-663-6155
	Name of Client	Telephone Number
	200 Kent Stone Blvd	Alabaster, AL
	Street	City
	500,000 Gallon Elevated Storage	3/2023-5/2023
	Facility	Date
	Size	205-987-7411
	Maci McGee	Telephone Number
	Name of Engineer of Record	
	Krebs Engineering Inc	
	Name of Engineering Firm	

3.	City of Cullman	
	Name of Client	Telephone Number
	204 2nd Ave NE	Cullman, AL
	Street	City
	3MG Gallon Ground Storage Tank	2/2024-4/2024
	Facility	Date
	Size	251-442-5911
	Ed Chapman	Telephone Number
	Name of Engineer of Record	
	Chapman Technical Services	
	Name of Engineering Firm	

3.9 PERFORMANCE OF WORK BY CONTRACTOR:

The Bidder shall perform at least 50 percent of the work with his own forces (refer to the INSTRUCTIONS TO BIDDERS).

3.10 SUBCONTRACTORS:

Unless the same information has been provided in the prequalification statement, the Bidder further certifies that if his bid is accepted, the following subcontracting firms or businesses will be awarded subcontracts for the following portions of the work:

Description of Work	None
Name	

Street _____ City _____ State _____ Zip _____

Description of Work _____

Name

Street _____ City _____ State _____ Zip _____

Description of Work _____

Name

Street _____ City _____ State _____ Zip _____

3.11 **SURETY:**

If the Bidder is awarded a construction contract on this Proposal, the Surety who provides the Performance Bond and Payment Bond will be:

Amerisure Mutual Insurance Company whose address is
26777 Halstead Road Farmington Hills MI 48331
Street City State Zip

Single Job Bond Limit \$2 million single job Aggregate Job Bond Limit \$12 million aggregate

Attached hereto is a (Bid Bond) or (~~Check~~) for the sum of 94,107.75 (\$

Ninety-Four Thousand One Hundred Seven and 75/100
according to the conditions under "Instructions to Bidders" and provisions therein.

Dated this 10th day of December, 2024

[END OF BID PROPOSAL]

**ITEM VI
BID BOND**

The PRINCIPAL (Bidder's name and address)

G & L Tank Sandblasting & Coatings LLC
2101 Highway 64 W
Shelbyville, TN 37160

The OWNER

City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

The PROJECT for which the Principal's Bid is submitted: (Project name as it appears in the Bid Documents)

PROJECT NO. **25-012**
PROJECT NAME: **The Reconditioning of the Water Treatment Plant No. 2 - 3,000,000 Gallon**
 Hydropillar Tank and the Water Treatment Plant No. 3 - 300,000 Gallon Elevated
 Leg Tank

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the OWNER in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the OWNER the attached bid, which is incorporated herein by reference, for the Project identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principal's bid and the Principal thereafter either:

executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents,
or

fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the OWNER the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the OWNER may award a Construction Contract for the same Work to another Bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the OWNER may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED THIS 6th day of December, 2024.

G & L Tank Sandblasting & Coatings LLC
Principal (Company)

ATTEST



by Isai Gomez

Isai Gomez, Owner
Print Name and Title

Amerisure Mutual Insurance Company
Surety Company

SURETY ATTEST

Mason Spickney

by Kurt Feller

Kurt Feller, Attorney-In-Fact

**AMERISURE MUTUAL INSURANCE COMPANY
AMERISURE INSURANCE COMPANY
AMERISURE PARTNERS INSURANCE COMPANY**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company are corporations duly organized under the laws of the State of Michigan (herein collectively the "Companies"), and that the Companies do hereby make, constitute and appoint:

LUKAS SCHRODER, KURT FELLER, ROBERT KOLLSMITH,

JASON SMITH, JAMES SMITH, DORA B. STEVENS, DEBORAH KLING

TIMOTHY FOLEY, MASON STICKNEY, LAURI MENEUGH AND CHRISTY RITCHIE

of TrueNorth Companies, LC, its true and lawful Attorney(s)-in Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge, for and on its behalf and as its act and deed, bonds or others writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts or suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED MILLION (\$100,000,000.00) DOLLARS

This Power of Attorney is granted and signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company at meetings duly called and held on February 17, 2022.

"RESOLVED, that any two of the President & Chief Executive Officer, the Chief Financial Officer & Treasurer, the Senior Vice President Surety, the Vice President Surety, or the General Counsel & Corporate Secretary be, and each or any of them hereby is authorized to execute, a Power of Attorney qualifying the attorney-in-fact named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that President & Chief Executive Officer, Chief Financial Officer & Treasurer or General Counsel & Corporate Secretary each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company;

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto electronically/digitally or by facsimile, and any such Power of Attorney or certificate bearing such electronic/digital or facsimile signatures or electronic/digital or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached;

FURTHER RESOLVED, that any work carried out by the attorney-in-fact pursuant to this resolution shall be valid and binding upon the Company."



By:

Michael A. Ito
Michael A. Ito, Senior Vice President Surety

By:

Aaron Green
Aaron Green, Vice President Surety



IN WITNESS WHEREOF, Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 3rd day of July, 2024.

**Amerisure Mutual Insurance Company
Amerisure Insurance Company
Amerisure Partners Insurance Company**

State of Illinois
County of Kane

On this 3rd day of July, 2024, before me, a Notary Public personally appeared Michael A. Ito, of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company and Aaron Green of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



M. Kenny
M. Kenny, Notary Public

I, Christopher M. Spaude, the duly elected Chief Financial Officer & Treasurer of Amerisure Mutual Insurance Company, Amerisure Insurance Company and Amerisure Partners Insurance Company, do hereby certify and attest that the above and foregoing is a true and correct copy of a Power of Attorney executed by said Companies, which remains in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 6th day of December, 2024.

Christopher M. Spaude
Christopher M. Spaude, Chief Financial Officer & Treasurer

CONTRACTOR INFORMATION

Bid No. 25-012 – The Reconditioning of the Water Treatment Plant No. 2 - 3,000,000 Gallon Hydropillar Tank and the Water Treatment Plant No. 3 - 300,000 Gallon Elevated Leg Tank

Please print this section and turn in with your response

Business Organization

Name of Bidder (exactly as it appears on W-9):

G & L Tank Sandblasting and Coatings LLC

Doing-Business-As Name of Bidder:

Principal Office Address:

2101 Highway 64 W, Shelbyville, TN 37160

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual ☒

Joint Venture _____

Other (describe): _____

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 Agreement recorded? Yes _____
No _____

Primary Contact Isai Gomez Title Owner

Telephone Number 931-735-6600 Fax None

Email Address: gltankcoating1986@gmail.com

STATE OF ALABAMA

BID LIMIT: **U** **UNLIMITED** **LICENSE NO.: 56329**
AMOUNT: **RENEWAL** **TYPE:**



State Licensing Board for General Contractors

THIS IS TO CERTIFY THAT

G & L TANK SANDBLASTING AND COATINGS LLC

SHELBYVILLE, TN 37160

is hereby licensed a General Contractor in the State of Alabama and is authorized to perform the following type(s) of work:

BC-S: INTERIOR DECORATING, BC-S: PAINTING, BC-S: SANDBLASTING, BC-S: SPECIAL COATINGS AND WATERPROOFING, EV-S: ABATEMENT, MU-S: SANDBLASTING, PAINTING, AND REPAIR OF WATER TANKS, MU-S: TANK MAINTENANCE, REP: RECIPROCITY STATE OF TENNESSEE

until **August 31, 2025** when this Certificate expires.

Witness our hands and seal of the Board, dated Montgomery, Ala.,

5th day of **August, 2024**

SECRETARY-TREASURER

CHAIRMAN

209009

Michael B. Tew

Charles A. Carde- Jr.



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM**

Requestor: Daryl Morefield Department: Water
Project Name: Water tank at WTP #3
Project Description: Repair and Paint Water Tank at WTP 3
Project Category: X Bid Professional Service Other:
Budget Amount: \$450,000.00 Budget Code: 004010-59500-30
Budgeted for Current FY: X Yes No

BID INFORMATION

Bid Duration: Project Duration:
Engineer of Record:
Pre-Bid Meeting: 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: 

Senior Accountant: Suzanne Doughty

City Treasurer: Kimberly Creech

Mayor: Sherry Sullivan

PRF - Repair and Paint Water Tank WTP 3

Final Audit Report

2024-04-11

Created:	2024-04-03
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs059yQ2UMBmJgxX11LoZtoAihEom6hh4

"PRF - Repair and Paint Water Tank WTP 3" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2024-04-03 - 1:03:59 PM GMT
-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2024-04-03 - 1:04:02 PM GMT
-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2024-04-03 - 1:13:44 PM GMT
-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2024-04-03 - 1:14:39 PM GMT - Time Source: server
-  Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2024-04-03 - 1:15:01 PM GMT
-  Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2024-04-10 - 11:31:28 PM GMT - Time Source: server
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2024-04-10 - 11:31:30 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2024-04-11 - 11:12:40 AM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2024-04-11 - 11:13:14 AM GMT - Time Source: server
-  Agreement completed.
2024-04-11 - 11:13:14 AM GMT



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM**

Requestor: Daryl Morefield Department: Water
Project Name: WTP #2 tank paint & restoration
Project Description: Paint & refurbish WTP #2 water tank.
Project Category: Bid X Professional Service Other:
Budget Amount: \$1,750,000.00 Budget Code: 004010-59501-130
Budgeted for Current FY: X Yes No

BID INFORMATION

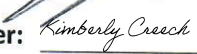
Bid Duration: Project Duration: 12 Months
Engineer of Record:
Pre-Bid Meeting: No Yes Mandatory Non-Mandatory
Scope of Work Provided By: Contract Extensions: No Yes
Project Manager:
Insurance Requirements: Minimum Maximum
Bonds: Bid Performance Labor & Materials
Related Bids/RF's

FORCE ACCOUNT INFORMATION

Force Account Project: No Yes Estimated Amount: Budget Code:

Notes:

SIGNATURES

Requestor:  Senior Accountant: 
City Treasurer:  Mayor: 

Project Request -Refurbish WTP 2 Water Tank

Final Audit Report

2024-12-12

Created:	2024-12-12
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQ35bRo23T2ZfmwWIID0dZoytAAzL3Fqh

"Project Request -Refurbish WTP 2 Water Tank" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2024-12-12 - 5:00:33 PM GMT
-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
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-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
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-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2024-12-12 - 5:48:05 PM GMT - Time Source: server
-  Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
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-  Email viewed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
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-  Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2024-12-12 - 6:11:17 PM GMT - Time Source: server
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2024-12-12 - 6:11:18 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2024-12-12 - 7:20:06 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2024-12-12 - 7:20:25 PM GMT - Time Source: server
-  Agreement completed.
2024-12-12 - 7:20:25 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-862

FROM:	George Ladd , PUBLIC WORKS DIRECTOR
SUBJECT:	The Director of Public Works, George Ladd, has requested to procure a qualified contractor to prune and remove trees located on public land, rights-of-way and easements within the corporate limits of the City of Fairhope, which was awarded on August 12, 2024. He is requesting to increase the contract amount for Year One.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To approve the increase of Bid No. 24-056 Citywide Tree Maintenance Annual Contract of \$90,000.00. The new contract total for Year One will be not-to-exceed \$186,000.00 and the total contract amount not-to-exceed \$378,000.00 for three (3) years. Also, to authorize the Treasurer to transfer \$50,000.00 in budget from 001350-50360 to 01360-50360 to fund a portion of this increase.

BACKGROUND INFORMATION:

City of Fairhope approved contract award for Bid No. 24-056 Citywide Tree Maintenance Annual Contract to Chris Francis Tree Care, LLC on August 12, 2024 for an annual contract amount of Ninety-Six Thousand Dollars (\$96,000.00).

Public Works Director, George Ladd, is requesting approval to increase the contract amount for Year One by Ninety Thousand Dollars (\$90,000.00), total contract amount for Year One will be One Hundred Eighty-Six Thousand Dollars (\$186,000.00).

The Public Works Director is also requesting approval to transfer budget funds of \$50,000.00 from 001350-50360 to 01360-50360 to fund a portion of this increase. \$40,000.00 is available in current FY2024 budget.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001360-50360	Landscape - Maintenance	\$40,000.00	\$90,000.00	(\$50,000.00)
001350-	Streets -	\$50,000.00	Transfer Budget to	<u>\$50,000.00</u> \$0.00

50360	Maintenance		001360	
-------	-------------	--	--------	--

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 Mayor Sherry Sullivan is hereby authorized to execute a contract amendment with Chris Francis Tree Care, LLC for Bid No. 24-056 Citywide Tree Maintenance Annual Contract to increase the total contract amount for Year One by \$90,000.00. The new contract total for Year One will be not-to-exceed \$186,000.00 and the total contract amount not-to-exceed \$378,000.00 for three (3) years, and authorizes the Treasurer to transfer budget of \$50,000.00 from 001350-50360 to 1360-50360 to fund a portion of this increase.

ADOPTED ON THIS 12TH DAY OF NOVEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Contract Amendment
Bid No. 24-056
Citywide Tree Maintenance Annual Contract
Public Works Department

This **AMENDMENT OF CONTRACT** ("AMENDMENT") is made this _____ day of _____, 202__ for the purpose of increasing the contract for **Bid No. 24-056 Citywide Tree Maintenance Annual Contract – Public Works Department** dated August 23, 2024 ("Original Contract") between the **City of Fairhope** and **Chris Francis Tree Care, LLC**. (the "Parties").

1. The Original Contract, which is attached hereto as part of this Amendment is described below:
The Original Contract was awarded for a not-to-exceed annual amount of Ninety-Six Thousand Dollars (\$96,000.00).
2. The Parties agreed to amend the Original Contract to add Ninety Thousand Dollars (\$90,000.00) to Year One of the Contract.
3. That amendment binds and benefits both Parties and any successors or assigns. This document, including the attached original contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, remain unchanged. This contract Year One will be increased Ninety Thousand Dollars (\$90,000.00). The total cost of the contract for Year One shall be not-to-exceed One Hundred Eighty-Six Thousand Dollars (\$186,000.00).

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

By: Sherry Sullivan, Mayor

By: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

I, the undersigned authority in and for said State and County, hereby certify that **Sherry Sullivan** as 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, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

Given under my hand and Notary Seal on this _____ day of _____, 202__.

Notary Public _____

My Commission Expires _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____
Signature of Officer Authorized to Sign Bids and Contracts for the Firm Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

Foreign Corporation Entity ID
(Required of out-of-state vendors)

NOTARY

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

Whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being 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 _____

RESOLUTION NO. 5143-24

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

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 24-056) for Citywide Tree Maintenance Annual Contract 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:

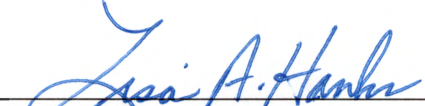
Please see attached Bid Tabulation
Citywide Tree Maintenance Annual Contract

[3] After evaluating the bids with required specifications, Chris Francis Tree Care, LLC is now awarded (Bid No. 24-056) for Citywide Tree Maintenance Annual Contract for an annual contract not-to-exceed \$96,000.00, total contract amount not-to-exceed \$288,000.00 for three (3) years.

DULY ADOPTED THIS 12TH DAY OF AUGUST, 2024

Corey Martin, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-879

FROM:	Chris Ellis, Fire Chief
SUBJECT:	The Fire Maintenance Supervisor, John Saraceno, and the Fire Chief, Chris Ellis, are requesting to procure a qualified contractor to provide labor and materials to replace the drainage at Fire Station #2.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To approve the award of this request for quotes for labor and materials to replace the drainage at Fire Station #2 for the project cost of \$55,626.00, plus an additional contingency cost of \$1,376.00, Total cost not-to-exceed \$57,002.00.

BACKGROUND INFORMATION:

The Fire Maintenance Supervisor, John Saraceno, and the Fire Chief, Chris Ellis, are requesting to procure a qualified contractor to provide labor and materials to replace the drainage at Fire Station #2. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out, but done as a Request for Quotes.

A Request for Quotes was sent to three (3) qualified contractors. Two quotes were received and one "no bid." The lowest quote was from Blade Construction LLC. The Fire Maintenance Supervisor requests approval to award the Request for Quote to Blade Construction for the project cost of Fifty-Five Thousand Six Hundred Twenty-Six Dollars (\$55,626.00), plus an additional contingency cost of One Thousand Three Hundred Seventy-Six Dollars in case the pipes are damaged. The total not-to-exceed project cost is Fifty-Seven Thousand Two Dollars (\$57,002.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001200-50475 Line 70	Fire - Capital Improvements	\$70,000.00	\$57,002.00	\$12,998.00

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, as follows:

[1] That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Replacement of Drainage at Fire Station No. 2 to Blade Construction LLC for a project cost of \$55,626.00, plus an additional contingency cost of \$1,376.00, Total cost not to exceed \$57,002.00.

Adopted on this 19th day of December, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



FIRE STATION 2 DRAINAGE IMPROVEMENTS

Project Location: FAIRHOPE, AL

Date: 11/12/2024

Prepared For: THE CITY OF FAIRHOPE

Prepared By: Colin Uter

Details:

Blade Construction LLC will provide all equipment, labor and materials to complete the work on the job description provided by John Saraceno on 11/7/2024. Blade Construction will do our best to remove the headwall without damaging the 24" RCP. If damage occurs, we will replace the two 8' pieces for 1,376.00. Blade construction will install the headwall as in its existing state. Blade construction excludes erosion control and all grassing.

DESCRIPTION	QTY	UOM	TOTALS
MOBILIZATION	1	LS	2,500.00
DEMOLITION	1	LS	6,131.00
INSTALLATION			
40LF OF 59"X36" ARCP	1	LS	16,670.00
4000PSI 6" THICK 16.5'X8' CONCRETE DRIVE SLAB	1	LS	9,475.00
CONCRETE HEADWALL	1	LS	20,850.00
TOTAL			\$55,626.00

Licenses: AL 44220, LA 49914, MS 16751

PHYSICAL ADDRESS: 18234 COUNTY ROAD 12 SOUTH, FOLEY, AL 36535
MAILING ADDRESS: P.O. BOX 359, BON SECOUR, AL 36511
PHONE 251-970-1050; BLADECONSTRUCTION.COM

Leavitt Land LLC
495 Boulder Creek Ave
Fairhope, AL 36532 US
leavittland1@gmail.com

Estimate

ADDRESS

City Of Fairhope

ESTIMATE # 1160

DATE 06/03/2024

SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
Mobilization		1	4,500.00	4,500.00
Demo Haul Off	Demo Wing Wall	1	5,500.00	5,500.00
Saw Cutting	Saw cut Concrete\asphalt	1	2,500.00	2,500.00
Demo Haul Off	Demo old steel pipe	1	3,500.00	3,500.00
Pipe Materials	RCP 58"x36"	1	16,000.00	16,000.00
Pit Sand	Pipe Bedding Material	5	275.00	1,375.00
Lay pipe	Labor	1	6,500.00	6,500.00
Wing Wall	Option (2) Install 4' Wing Wall with 6' apron as it is now	1	15,000.00	15,000.00
Concrete	Pour Driveway back 6"	1	5,200.00	5,200.00
Rock	B-Base Limestone	1	1,800.00	1,800.00
Rip rap class 1		2	2,200.00	4,400.00

Quote For Fire Station 2 Pipe Replacement.

2 Option for Header Wall

If other 2 pipes are damaged while removing Wing Wall, their will be additional cost to replace the damaged pipe. The pipe will probably get damage while removing concrete wall.

TOTAL

\$66,275.00

Accepted By

Accepted Date



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: John Saraceno

Date: 12/4/2024

Department: Fire

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

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

QUOTES

Vendor Name	Vendor Quote
1. <u>Leavitt Land LLC</u>	\$ <u>66,275.00</u>
2. <u>Blade construction</u>	\$ <u>55,626.00</u>
3. <u>Childress siteworks</u>	\$ <u>No quote</u>

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Replace drainage at Fire Station 2
2. What is the total cost of the item or service? 55,626.00 if pipes are damaged in removal, additional 1376.00
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: ☐ New ☐ Used ☒ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): Blade Construction
6. Vendor Number: Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? 70,000
3. Budget code: 001200-50475

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-878

FROM:	Jeff Montgomery
SUBJECT:	The Director for Information Technology, Jeff Montgomery, had requested hiring a professional service firm for Go-Between Support for the City of Fairhope and Tyler Technologies and other support applications. A one year contract was executed. The Director of I.T. is seeking to terminate that contract.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To authorize the termination of the contract with Global Solutions & Data Services, LLC for Go-Between Support for the City of Fairhope and Tyler Technologies and other support applications.

BACKGROUND INFORMATION:

The contract for RFQ PS24-022 Go-Between Support for the City of Fairhope and Tyler Technologies and other supporting applications with Global Solutions & Data Services, LLC on May 28, 2024. This was a one-year contract with four (4) payments. After consideration by the I.T. Director, it was decided that any work of this nature in the future should be performed on an on-call, as-needed basis, instead of a 12-month contract.

The I.T. Director requests that the City approves the termination of the remainder of the contract, as allowed in the Additional Considerations B. Termination Clause of the executed contract.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$	\$	\$

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 hereby terminates the contract with Global Solutions & Data Services, LLC for RFQ PS24-022 Go-Between Support for the City of Fairhope and Tyler Technologies and other supporting applications as allowed in the Additional Considerations B. Termination Clause of the executed contract.

ADOPTED ON THIS 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5078-24

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

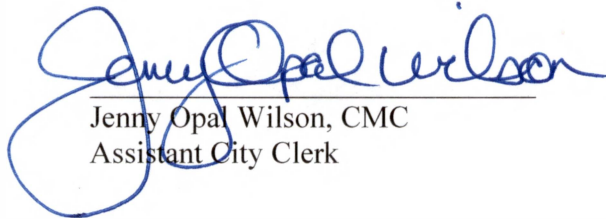
[1] That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Global Solutions & Data Services, LLC for Go-Between Support for the City of Fairhope and Tyler Technologies and other supporting applications; for (RFQ PS24-022) with a not-to-exceed amount of \$40,000.00; and Treasury to transfer up to \$40,000 from IT Salaries FY24 Budget to IT Professional Services to cover cost of support.

DULY ADOPTED THIS 28TH DAY OF MAY, 2024



Jack Burrell, Council President Pro Tempore

Attest:



Jenny Opal Wilson, CMC
Assistant City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-883

FROM:	Richard Johnson, CITY ENGINEER
	Nicole Love, Grants Coordinator
SUBJECT:	Resolution - That the City of Fairhope authorizes submission of the RAISE Grant Program 2025 for a bridge system to replace a box culvert system over Fly Creek on U. S. Highway 98, Fairhope, Alabama; and authorizes the Mayor to sign all required grant application documents on behalf of the City.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

Approval

BACKGROUND INFORMATION:

The City worked with ALDOT in 2024 to submit this funding opportunity and we were told that the project was well received overall, but there were some missing components which is why it did not get final funding approval. With ALDOT's help we will improve those sections and resubmit. ALDOT is committed to the bridge and is currently working on getting to at least 60% design but will still need funding to move forward with the full project. The ask will be for \$20M again. Application is due January 30th and is not included because it is not complete at this time.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$	\$	\$

GRANT:

FWHA - USDOT - RAISE FY2025

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):

RESOLUTION NO. _____

**AUTHORIZING SUBMISSION OF THE REBUILDING AMERICAN
INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY PROGRAM (RAISE)
DISCRETIONARY GRANT PROGRAM 2025**

WHEREAS, the United States Department of Transportation (U.S. DOT) released the Notice of Funding Opportunity for Rebuilding American Infrastructure with Sustainability and Equity Program (RAISE) Discretionary Grant Program for 2025. The minimum award is \$5 million and maximum award for capital projects is \$25 million. Capital projects include highway, bridge or other road projects eligible under Title 23, USC; and

WHEREAS, RAISE discretionary grants help project sponsors at state and local level, including municipalities, Tribal governments, counties, and others complete critical freight and passenger transportation infrastructure projects. The eligibility requirements of RAISE allow project sponsors to obtain funding for projects that may be harder to support through other U.S. DOT Grant Programs; and

WHEREAS, in conjunction with ALDOT, Baldwin County Commission, Eastern Shore MPO, Mobile Bay NEP and other key stakeholders, the City of Fairhope has identified the U.S. Highway 98 crossing of Fly Creek as an excellent Project to apply for a RAISE Grant. ALDOT's alternative analysis of the repair of failed box culverts, they identified the bridging of the Fly Creek to be the best solution from an infrastructure and environmental standpoint. However, cost is the main barrier to the best solution for a permanent fix. A bridge system would allow a full stream restoration that would facilitate reconnection of channel from upstream to downstream of the current crossing. Mobile Bay NEP has been awarded a \$2.7M GOMESA Grant for Stream Restoration of Fly Creek; and

WHEREAS, the City of Fairhope is requesting approval to apply for up to \$20 million funding to convert a box culvert system to a bridge system over Fly Creek on U.S. Highway 98. The grant is being supported by ALDOT who will also manage this project. The City of Fairhope will only serve as a Grant Facilitator.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of the RAISE Grant for a bridge system to replace a box culvert system over Fly Creek, U.S. Highway 98, Fairhope, Alabama.

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

DULY ADOPTED THIS 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

FY 2025 Notice of Funding Opportunity

Rebuilding American Infrastructure with Sustainability and Equity Grant Program

Office of the Secretary

US Department of Transportation (DOT)

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A. BASIC INFORMATION

The Office of the Secretary (OST) announces the intention to hold two rounds of selections under the FY 2025 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Notice of Funding Opportunity (NOFO).

- **Round 1** – The Department is reserving a portion of the \$1.5 billion in FY 2025 RAISE funds, provided by the Infrastructure Investment and Jobs Act (Bipartisan Infrastructure Law, or BIL), for Highly Rated applications that were not selected under the FY 2024 RAISE NOFO and designated [FY 2024 Projects of Merit](#). FY 2024 Projects of Merit not selected for award under Round 1 must submit a revised application in [Grants.gov](#) to be considered under Round 2 of the FY 2025 RAISE program.
- **Round 2** – The Department will make another round of selections using a portion of the \$1.5 billion in FY 2025 RAISE BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY 2025 appropriation.

The FY 2024 RAISE NOFO stated:

- Projects for which an FY 2024 RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as “Projects of Merit.” Projects with this designation will be carried over into FY 2025 RAISE and considered by the SRT for advancement to the Highly Rated List, along with other FY 2025 applications eligible for advancement to the Highly Rated List.

The Department is reducing the burden on all previous applicants, who would otherwise have to revise and resubmit applications, by evaluating and selecting applications for funding using the same criteria as the FY 2024 RAISE NOFO originally published on November 30, 2023.

Additionally, this process expedites selections making a portion of the funds available to project sponsors earlier.

Topic	Description
Announcement Type	This is the initial announcement for the FY 2025 round of this program
Funding Opportunity Title	FY 2025 National Infrastructure Investments
Funding Opportunity Number	DTOS59-25-RA-RAISE
Assistance Listing Number	20.933 National Infrastructure Investments
Prior Awards	• In FY 2024, the Department received 1048 eligible applications requesting nearly \$13 billion • 148 projects were awarded a total of \$1.8 billion • Awards were made to projects in all 50 states, the District of Columbia, Puerto Rico, American Samoa, Guam, and the Northern Mariana Islands • Awards ranged from \$328,000 to \$25 million
Maximum Award Size	• RAISE grant awards are capped at \$25 million
Submission Requirements and Deadlines	Round 1: FY 2024 Projects of Merit • FY 2024 Projects of Merit must email RAISEgrants@dot.gov by 11:59 pm December 2, 2024 if they want their FY 2024 application considered for award under the reserved funding • No amendments are being made to either the selection criteria or process. No application modifications will be needed or accepted • Round 1 selections are expected to be announced by January 13, 2025 • FY 2024 Projects of Merit not selected for award under Round 1 must submit a revised application in Grants.gov to be considered under Round 2 of the FY 2025 RAISE program.
	Round 2: All Applicants • All interested applicants must submit applications in Grants.gov no later than 11:59 pm eastern on January 30, 2025. • Complete instructions on how to register and apply can be found at Grants.gov. If applicants experience difficulties at any point during registration or application process, please use the help available on Grants.gov such as the Customer Support Hotline at 1-800-518-4726 or email support@grants.gov • Round 2 selections are expected to be announced no later than June 28, 2025.
Eligible Activities	Planning and/or constructing surface transportation infrastructure

Eligible Applicants	• States and the District of Columbia • Any territory or possession of the United States • A unit of local government • A public agency or publicly chartered authority established by one or more States • A special purpose district or public authority with a transportation function, including a port authority • A Federally recognized Indian Tribe or a consortium of such Indian Tribes • A transit agency • A multi-State or multijurisdictional group of entities that are separately eligible
Reconnecting Extra Designation	• Applications submitted for consideration under Round 2 of the FY 2025 RAISE competition, that have an identical project scope to applications that were submitted and evaluated under the FY 2024 Reconnecting Communities Program (RCP) competition and received the designation of “Reconnecting Extra,” will automatically advance for second-tier analysis if they receive an overall merit rating of “Recommended” and have at least one “High” rating in a priority criterion. • The Department expects projects that rated well under the FY 2024 RCP Program criteria will do well under the FY 2025 RAISE program criteria. • Applicants should note in the FY 2025 RAISE Project Information Form whether their FY 2025 RAISE application was also submitted under the FY 2024 RCP competition and received the “Reconnecting Extra” designation
Questions	Email RAISEgrants@dot.gov Due to the competitive nature of the program, during the application submittal phase, the Department is unable to accommodate individual meeting requests to discuss the opportunity or specific project ideas, and unable to provide individualized guidance or render opinions about the merit of a specific project.

1. ROUND 1

i. Reservation of Funds for FY 2024 RAISE Projects of Merit

Under this NOFO, the Department is making a portion of the \$1.5 billion in FY 2025 RAISE BIL funding available to Highly Rated applications that were submitted but not selected under the FY 2024 RAISE NOFO. The Department will follow the criteria and process set forth in the FY 2024 RAISE NOFO for making selections to receive the reserved funding.

The Department will carryover all applications that advanced to the Highly Rated List but were not selected for funding. These projects were designated as [FY 2024 Projects of Merit](#). For

purposes of this reservation of funds, the Department incorporates the FY 2024 RAISE NOFO by reference and will follow that NOFO criteria for all Round 1 selections.

Using the discretionary authority provided in statute, the Secretary will select projects from the FY 2024 Projects of Merit List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory.

If an applicant submitted an application for funding under the FY 2024 RAISE NOFO, advanced to the Highly Rated List, but was not selected and thus designated a Project of Merit, such applicant must notify the Department by emailing RAISEgrants@dot.gov by December 2, 2024, if the applicant wishes for that application to be reconsidered for award using this reservation of funding.

[FY 2024 RAISE Projects of Merit](#) seeking reconsideration of their unawarded application will not be permitted to modify, amend, or supplement applications. To maximize chances of obtaining an award, FY 2024 RAISE Project of Merit applications may request consideration under the reserved funds, and they may also submit applications for Round 2 of this NOFO. The FY 2024 Project of Merit application(s) will count against an entity's three-application limit.

2. ROUND 2

i. Funding for FY 2025 RAISE Applications

Under this NOFO, in addition to Round 1, the Department intends to make another round of selections using a portion of the \$1.5 billion in BIL funds and/or additional funding that may become available for the program under the FY 2025 Appropriations Act. Please note, all FY 2025 annual appropriations amounts are subject to availability of funding. DOT cannot guarantee that Congress will appropriate additional funding to RAISE via a future FY 2025 appropriation.

All interested applicants must submit applications in [Grants.gov](#) no later than 11:59 pm eastern on January 30, 2025. Round 2 selections are expected to be announced no later than June 28, 2025.

3. CHANGES FROM THE FY 2024 NOFO

This FY 2025 RAISE NOFO makes changes from the FY 2024 RAISE NOFO to:

- Outline the process to carry forward FY 2024 RAISE Projects of Merit applications for consideration under Round 1 of the FY 2025 RAISE NOFO;
- Reserve a portion of the \$1.5 billion FY 2025 BIL funding for FY 2024 RAISE Projects of Merit applications;
- Update Areas of Persistent Poverty to account for the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census;
- Update references to comply with updated [2 CFR Part 200 Appendix I](#); and
- Improve organization and clarity of the information the Department uses to assess project readiness.

B. ELIGIBILITY

1. ELIGIBLE APPLICANTS

Eligible applicants for RAISE grants are:

- States and the District of Columbia
- Any territory or possession of the United States
- A unit of local government
- A public agency or publicly chartered authority established by one or more States
- A special purpose district or public authority with a transportation function, including a port authority
- A Federally recognized Indian Tribe or a consortium of such Indian Tribes
- A transit agency
- A multi-State or multijurisdictional group of entities that are separately eligible

Ineligible applicants for RAISE grants are:

- Federal agencies
- Non-profits
- Private entities
- Individuals

Multiple states or jurisdictions may submit a joint application, designating a lead applicant as the primary contact and award recipient. The application should outline each applicant's roles and responsibilities.

DOT expects the applicant to manage and deliver the project. If the applicant plans to transfer the award to another agency, this should be stated in the application, along with a supporting letter from the designated entity.

2. MINIMUM FUNDING REQUEST FOR CAPITAL PROJECTS

Capital Grants	Minimum Request
Rural Areas	\$1 million
Urban Areas	\$5 million

Applicants submitting capital grant applications for projects located in rural areas must request at least \$1 million in RAISE funding. Applicants submitting capital grant applications for projects located in urban areas must request at least \$5 million in RAISE funding. Failure to request the minimum funding amount for a capital grant application will result in the application being ineligible.

There is no minimum funding request requirement for planning grant applications.

3. APPLICATION LIMIT

Each applicant can submit up to three applications. Unrelated project components should not be combined in one application to meet this limit. If an applicant submits more than three applications, only the first three will be considered.

4. COST SHARING

Cost sharing means the portion of the project's cost that is not paid by Federal funds. Cost share funds are typically stated as a percentage of the total project cost. The Department **only** considers an application's Federal share to confirm eligibility.

Project Location	Cost Share Requirement
Urban	Up to 80% Federal Funding
Rural	Up to 100% Federal Funding
Area of Persistent Poverty	
Historically Disadvantaged Community	

The Federal share for RAISE grant projects **shall not exceed 80 percent** unless the project receives one of the following location designations (see Location Designations for definitions):

- Rural
- Area of Persistent Poverty (APP)
- Historically Disadvantaged Community (HDC)

Applicants with projects located in one of the designated areas above are eligible to fund the project up to 100 percent with Federal funding. Projects located in an **urban area**, that are not designated APP and/or HDC, that have **more than 80 percent federal funding will be ineligible**.

Applicants should use the following equation when determining the cost share for their project:

$$\frac{(\text{RAISE Grant Request} + \text{Other Federal Funds})}{\text{Total Project Cost}} = \text{Federal Cost Share}$$

Total Project Cost means the sum of future eligible Federal and non-Federal costs yet to be incurred.

Eligible sources of non-Federal funds include:

- State funds originating from programs funded by State revenue
- Local funds originating from State or local revenue-funded programs
- Private funds
- Tribal transportation program funds under section 202 of title 23
- Federal lands transportation program funds under section 203 of title 23
- TIFIA program funds (as defined in section 601(a) of title 23)
- Railroad Rehabilitation and Improvement Financing Program under chapter 224

- Federal credit assistance (if repaid from non-Federal sources)

Toll credits under [23 U.S.C. 120\(i\)](#) are considered a Federal source under the RAISE program.

Unless otherwise authorized by statute, funds used to satisfy the cost-share requirements of a different Federal program may not be counted as the cost-share for both the RAISE grant and another Federal grant program.

Non-Federal funds are subject to the same Federal requirements as RAISE grant funds.

For each project that receives a RAISE grant award, **the terms of the award will require the recipient to complete the project using at least the level of non-Federal funding that was specified in the application.** If the actual costs of the project are greater than the costs estimated in the application, the recipient will be responsible for addressing the funding shortfall and maintaining the level of non-Federal funding stated in the application. If the actual costs of the project are less than the costs estimated in the application, the Department will generally reduce the Federal contribution to ensure federal cost share requirements are met.

5. PRE-AWARD AUTHORITY

Unless authorized by the Department in writing after announcement of FY 2025 RAISE awards, **any costs incurred prior to the Department's obligation of funds for a project ("pre-award costs") are ineligible for reimbursement and cost share requirements.**¹ In general, RAISE Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs. If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in 2 CFR 200.305(b), including advance payments.

6. LOCATION DESIGNATIONS

i. Urban or Rural

Urban and rural definitions differ across DOT programs. For the RAISE program:

- **Urban:** A project is designated as urban if it is located within (or on the boundary of) a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.²
- **Rural:** A project is designated as rural if it is located outside a Census-designated urban area that had a population greater than 200,000 in the 2020 Census.

¹ Pre-award costs are costs incurred after award announcement, but directly pursuant to the negotiation of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2025 RAISE award cannot be charged to FY 2025 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2025 RAISE award, cannot be charged to FY 2025 RAISE funds.

² For the purpose of this NOFO, the definition of urban and rural is based on the 2020 Census-designated urbanized areas. The Department is required by the BIL to use the most recent decennial census information.

The Department provides an [interactive map](#) to show Census-designated urban areas with populations greater than 200,000 in the 2020 Census.

A project located in both an urban and a rural area will be designated as urban if the majority of the project's costs will be spent in urban areas. Conversely, a project located in both an urban area and a rural area will be designated as rural if the majority of the project's costs will be spent in rural areas. For RAISE planning grants, the location of the project being planned, prepared, or designed will be used for the urban or rural designation.

Urban and rural designations impact the following aspects of the RAISE program:

- Minimum RAISE funding requirements
- Fundings restrictions
- Cost share

ii. Areas of Persistent Poverty and Historically Disadvantaged Communities

The Department provides an [interactive map](#) to show Areas of Persistent Poverty and Historically Disadvantaged Communities.

Areas of Persistent Poverty (APP) are defined by RAISE statute:

- Any county that has consistently had greater than or equal to 20 percent of the population living in poverty during the 30-year period preceding November 15, 2021, as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the Census
 - The FY 2025 RAISE NOFO updated county APP designations to utilize the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the census.
- Any census tract with a poverty rate of at least 20 percent as measured by the [2014-2018 5-year data series available from the American Community Survey](#) of the Bureau of the Census
- Any territory or possession of the United States

Historically Disadvantaged Communities (HDC) are defined by the [Justice40 Interim Guidance Addendum](#) issued by the White House Office of Management and Budget (OMB), White House Council on Environmental Quality (CEQ), and Climate Policy Office (CPO):

- Any census tract or tracts identified as disadvantaged in the [Climate & Economic Justice Screening Tool \(CEJST\)](#), created by CEQ, which identifies such communities that have been marginalized by underinvestment and overburdened by pollution
- Any Federally Recognized Tribe or Tribal entity, whether or not they have land

7. ELIGIBLE PROJECTS

i. Capital Projects

Eligible capital projects activities include:

- Highway or bridge projects eligible under title 23, United States Code

- Public transportation projects eligible under chapter 53 of title 49, United States Code
- Passenger and freight rail transportation projects
- Port infrastructure investments (including inland port infrastructure and land ports of entry)
- The surface transportation components of an airport project eligible for assistance under part B of subtitle VII of title 49, United States Code³
- Intermodal projects whose component parts are otherwise an eligible project type
- Projects to replace or rehabilitate a culvert or prevent stormwater runoff for the purpose of improving habitat for aquatic species while advancing the goals of the RAISE program
- Projects investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government
- Any other surface transportation infrastructure project that the Secretary considers to be necessary to advance the goals of the program⁴
 - Public road and non-motorized projects that are not otherwise eligible under title 23, United States Code
 - Surface transportation components of transit-oriented development projects
 - Surface transportation components of mobility on-demand projects that expand access and reduce transportation cost burden

Ineligible capital projects are:

- School bus electrification and broadband deployment as a standalone project
- Improvements to Federally owned facilities
 - Unless the project is investing in surface transportation facilities that are located on Tribal land and for which title or maintenance responsibility is vested in the Federal Government

If a project type isn't explicitly listed as eligible or ineligible, applicants should explain its necessity for advancing the RAISE program goals in their application. The Department will then determine eligibility individually.

Research, demonstration, or pilot projects are only eligible if they lead to long-term, permanent surface transportation infrastructure with independent utility as defined in the Project Components section.

ii. Planning Projects

Eligible planning projects activities include:

³ Eligible surface transportation components of eligible airport projects are those projects listed in “Appendix P: Road and Surface Transportation Projects” of the Airport Improvement Program (AIP) [handbook](#). For more details on airport project eligibility, please see the Frequently Asked Questions on the [RAISE website](#).

⁴ DOT may award a RAISE grant to pay for the surface transportation components of a broader project that has non-surface transportation components, and applicants are encouraged to apply for RAISE grants to pay for the surface transportation components of these projects. However, costs for non-surface transportation components are not eligible to count as matching funds for the RAISE grant.

- Planning, preparation, or design of eligible surface transportation capital projects described in the Capital Projects section that will not result in construction with FY 2025 RAISE funding.
 - For example: environmental analysis, equity analysis, community engagement, feasibility studies, benefit-cost analysis, and other pre-construction activities
- Development of master plans, comprehensive plans, transportation corridor plans, and integrated economic development, land use, housing, and transportation plans
- Zero emissions plan for transit fleet
- Planning activities related to the development of a multimodal freight corridor, including those that seek to reduce conflicts with residential areas and with passenger and non-motorized traffic
- Planning activities related to zero emission goods movement
- Development of port and regional port planning, including State-wide or multi-port planning within a single jurisdiction or region
- Risk assessments and planning to identify vulnerabilities and address the transportation system's ability to withstand probable occurrence or recurrence of an emergency or major disaster

If an application includes right-of-way acquisition, the project will be considered a capital project.

8. PROJECT COMPONENTS

An application for a RAISE grant can include multiple components, which may be executed by different parties. The Department requires all components, whether or not they receive Federal funding, to be delivered as part of the RAISE project.

Components may be funded individually if they meet the following criteria:

- Independently satisfy minimum award amounts and eligibility requirements.
- Independently align with selection criteria
- Meets National Environmental Policy Act (NEPA) requirements for independent utility – meaning the component must be a usable improvement on its own and ready for use upon completion.

Components in a single application must be related. Each component's status should be clearly outlined, for example, in the project schedule. Applicants should also detail independent components and their costs separately, showing how each one meets selection criteria and benefits on its own, in addition to how the full proposal does. Federal funding for some components might subject others to additional Federal requirements.

9. REDUCED AWARDS

If selected for award, the Department may decrease the RAISE funding amount from the applicant's request if some elements of the project are ineligible or to comply with statutory set asides such as awarding funding evenly between projects located in rural and urban areas.

10. PREVIOUS RAISE/BUILD/TIGER RECIPIENTS

Previous recipients of a RAISE grant may apply for funding to support additional phases of their project.⁵ The application should demonstrate the extent to which the previously funded project has met estimated project schedules and budget, as well as the ability to realize the benefits expected for the project. A previous RAISE/BUILD/TIGER award, or application, does not affect competitiveness under the FY 2025 RAISE competition.

⁵ Includes recipients of grants under former names of the program (*Better Utilizing Investments to Leverage Development* (BUILD) and *Transportation Investment Generating Economic Recovery* (TIGER)).

C. PROGRAM DESCRIPTION

1. PROGRAM HISTORY AND AUTHORIZATION

The RAISE program, previously known as the Better Utilizing Investments to Leverage Development (BUILD) and Transportation Investment Generating Economic Recovery (TIGER) discretionary grants, was established under the American Recovery and Reinvestment Act of 2009 to create jobs and spur economic recovery through transportation infrastructure investments. The Infrastructure Investment and Jobs Act (Pub. L. 117-58, November 15, 2021), authorized and appropriated \$1.5 billion annually to be awarded by the Department of Transportation (“DOT”) 2022 – FY 2026 for Local and Regional Project Assistance Program Grants under National Infrastructure Investments to fund eligible surface transportation projects with significant local or regional impact. As of June 2024, the program has awarded more than \$15 billion over sixteen rounds to local governments, Tribes, transit and port authorities, states, and other entities. The program is codified at [49 U.S.C. 6702](#).

2. PROGRAM GOALS AND OBJECTIVES

The goal of the RAISE program is to fund eligible surface transportation projects that will have a significant local or regional impact that advance the Departmental priorities of safety, equity, climate and sustainability, and workforce development, job quality, and wealth creation, consistent with law, and as described in the Department’s [Strategic Plan](#)⁶ and in executive orders.

The Department seeks to fund projects under the RAISE program that reduce greenhouse gas emissions in the transportation sector; incorporate evidence-based climate resilience measures and features; avoid adverse environmental impacts to air or water quality, wetlands, and endangered species; and address the disproportionate negative environmental impacts of transportation on disadvantaged communities, consistent with [Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*](#).

In addition, the Department seeks to award projects under the RAISE program that proactively evaluate whether a project will create proportional impacts to all populations in a project area and increase equitable access to project benefits, consistent with [Executive Order 14091, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*](#).

The Department also seeks to award projects that address environmental justice, particularly for communities that have experienced decades of underinvestment and are most impacted by climate change, pollution, and environmental hazards, consistent with [Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*](#).

The RAISE program advances President Biden’s [Justice40 Initiative](#), which set the goal that 40 percent of the overall benefits of certain climate, clean energy, and other covered Federal investments flow to disadvantaged communities that are marginalized by underinvestment and overburdened by pollution.

⁶ See U.S. Department of Transportation Strategic Plan FY 2022–2026 at <https://www.transportation.gov/dot-strategic-plan>.

In addition, the Department intends to use the RAISE program to support the creation of good-paying jobs with the free and fair choice to join a union and the incorporation of strong labor standards and training and placement programs, especially registered apprenticeships, in project planning stages, consistent with [Executive Order 14025, Worker Organizing and Empowerment](#), and [Executive Order 14052, Implementation of the Infrastructure Investment and Jobs Act](#). The Department also intends to use the RAISE program to support wealth creation, consistent with the [Department's Equity Action Plan](#), through the inclusion of local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms.

The BIL included provisions for Metropolitan Planning Organizations to consider integrating transportation planning, housing, employment opportunities, and economic development strategies.⁷ The Department strongly encourages applicants to utilize these new planning coordination opportunities in their proposed projects and describe them in their applications. **Note, the RAISE program can only fund the surface transportation infrastructure elements** of a project that may also include housing, employment opportunities, and economic development strategies.

3. RESTRICTIONS ON FUNDING

The Department must comply with the following funding restrictions:

Funding Restriction	Amount
Per State	No more than 15% which is \$225 million
Rural Projects	No more than 50% which is \$750 million
Urban Projects	No more than 50% which is \$750 million
Planning Projects	At least 5% which is \$75 million
Projects Located in Areas of Persistent Poverty and/or History Disadvantaged Communities	At least 1% which is \$15 million

The Department may retain up to \$30 million for oversight and administration of grants. Additionally, the Department may use up to 20 percent of available funds (or \$300 million) to pay the subsidy and administrative costs of a project receiving credit assistance under the [Transportation Infrastructure Finance and Innovation Act of 1998](#) (TIFIA) or [Railroad Rehabilitation and Improvement Financing](#) (RRIF) programs. Note, applicants must apply to both the RAISE program and TIFIA or RRIF loan program to be eligible for the Department to pay for subsidy and administrative costs associated with credit assistance.

Federal funds awarded under this program may not be used to support or oppose union organizing, whether directly or as an offset for other funds.

⁷See BIL div. A § 11201., *Transportation Planning*, which amends [23 U.S.C. 134](#).

4. AVAILABILITY OF FUNDS

The table below outlines the obligation and expenditure deadlines for FY 2025 BIL funding.

Fiscal Year	BIL Funding Obligation Deadline	BIL Funding Expenditure Deadline
FY 2025	September 30, 2029	September 30, 2034

FY 2025 RAISE grant funds must be obligated by September 30, 2029.

- Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable local, State and Federal requirements.

FY 2025 RAISE funds must be expended by September 30, 2034.

- Expenditure occurs when a recipient is reimbursed for eligible project costs.
- After this date, unexpended funds are no longer available to the project.

5. PERFORMANCE GOALS

RAISE program performance measures can be found on the [RAISE website](#).

6. PREVIOUS AWARDS

Previous program awards can be seen in [Fact Sheets](#) on the RAISE website.

D. APPLICATION CONTENT AND FORMAT

The Department requires the application to include the following files, in this order and with these specific names:

Information	File Name	NOFO Section	Page Limit
SF-424	SF-424	D.1	N/A
Project Information Form (Excel file)	FY 2025 RAISE Project Information Form	D.2	N/A
Project Description	Project Description	D.3	5 pages
Project Location File	Project Location File	D.4	N/A
Project Budget	Project Budget	D.5	5 pages
Funding Commitment Documentation	Funding Commitments	D.5	N/A
Merit Criteria	Merit Criteria Narrative	D.6	15 pages
Project Readiness	Project Readiness	D.7	5 pages
Benefit-Cost Analysis Narrative (capital projects only)	BCA Narrative	D.8	N/A
Benefit-Cost Analysis Calculations (capital projects only, unlocked Excel file)	BCA Calculations	D.8	N/A
Letters of Support (Optional)	Letters Of Support	D.7	N/A

The Department requires application files to be formatted as follows: single-spaced, 12-point standard font (e.g., Times New Roman), with 1-inch margins. Files should be in PDF unless otherwise specified (e.g., project information form in Excel; location files as Shapefile or KML/KMZ; and BCA calculations in Excel).

Applications should include all necessary information to demonstrate compliance with the Eligibility section and to meet selection criteria in the Criteria section. Applications must be complete at submission; the Department may request additional data, but applicants are not obligated to provide it.

Supporting documents may be included but are not required to be reviewed by evaluators.

Different evaluation teams review the merit criteria, the benefit-cost analysis, budget, and project readiness files.

The Department expects application files to include the following detailed information:

1. STANDARD FORM 424

The SF-424 Application for Federal Assistance must be completed. Applicants may leave the following fields on the form blank: 3, 4, 5a, 5b, 6, 7, 11, 13, and 14. Separate files must be attached in Item 15 to provide required project information that is not included in the body of the SF-424.

2. FY 2025 RAISE PROJECT INFORMATION FORM

The FY 2025 Project Information Form can be downloaded from [Grants.gov](https://www.grants.gov) or from the [RAISE website](#). This form is used to determine applicant and project eligibility.

Information such as applicant name, RAISE amount requested, other Federal funding, non-Federal funding, etc. may be requested in varying degrees of detail on both the SF-424 and the FY 2025 RAISE Project Information Form. Applicants must fill in all fields unless stated otherwise on the forms.

3. PROJECT DESCRIPTION FILE

This file should describe the project to be planned or constructed, including a detailed statement of work covering technical and engineering aspects, current design status, and transportation challenges and solutions. It may also include the project's history and how it fits within the applicant's broader transportation infrastructure investments.

This file should include a narrative description of the project location, detailing the geographic area and providing maps to complement the project location file. It should narratively identify if the project is located in an Area of Persistent Poverty, a Historically Disadvantaged Community, and if the project is Urban or Rural (see Location Designations section for definitions).

4. PROJECT LOCATION FILE

Applicants should submit one of the following file types that detail the project's location so the Department can verify location designations: Shapefile (.zip with .shp, .shx, .dbf, and .prj) or KML/KMZ. Google Earth can be used to create KML/KMZ files. The files should only include the project's direct physical location, not a broad service area or area of impact. **Accurate location data is crucial as it affects eligibility for the FY 2025 RAISE grants program.**

5. PROJECT BUDGET FILES

This file should describe the budget for the RAISE project using the below table and also include a narrative section. **The budget table should show only future eligible project costs and should not include previously incurred expenses.**

Funding Source	[Component 1]	[Component 2]	Total Funding
RAISE Funds:	[\$XXX]	[\$XXX]	[\$XXX]
Other Federal Funds:	[\$XXX]	[\$XXX]	[\$XXX]
Non-Federal Funds:	[\$XXX]	[\$XXX]	[\$XXX]
Total Project Cost:	[\$XXX]	[\$XXX]	[\$XXX]

Note: If there is only a single component, remove "Component 2" column. If there are more than 2 components, add columns.

The budget table must show the **total project cost** by project component and the following funding sources:

- RAISE funding request
- Other Federal funds
- Non-Federal Funds

The budget table and narrative must identify the amount, type (e.g., grant, loan, bond, etc.), and source of all other Federal funds and non-Federal funds included in the budget. The budget table should demonstrate compliance with the statutory cost share requirements.

Applicants must also include the three tables listed below in their project budget file. The Department will use these tables to determine where the majority of project costs occur for the purposes of making APP, HDC, and Urban designations. The total project cost listed in each table should match the total project cost listed in the budget table above, in the SF-424 and in the FY 2025 RAISE Project Information Form. Applicants should reference the [RAISE Grant Project Location Verification](#) mapping tool when filling out the below tables.

2020 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	\$
[XX.XX]	\$
[XX.XX]	\$
[XX.XX]	\$
	Total Project Cost: \$

Note: Please reference the Census Tracts (2020 Census) layer in the [RAISE Grant Project Location Verification](#) mapping tool. Additional rows may be added if necessary.

2010 Census Tract(s)	Project Costs per Census Tract
[XX.XX]	\$
[XX.XX]	\$
[XX.XX]	\$
[XX.XX]	\$
	Total Project Cost: \$

Note: Please reference the Census Tracts (2010 Census) layer in the [RAISE Grant Project Location Verification](#) mapping tool. Additional rows may be added if necessary.

Urban and Rural	Project Costs
Urban (2020 Census-designated urban area with a population greater than 200,000)	\$
Rural (Located outside of a 2020 Census-designated urban area with a population greater than 200,000)	\$
	Total Project Cost: \$

Note: Please reference the Census Designated Urban Areas with Population Greater Than 200,000 (2020 Census) layer in the [RAISE Grant Project Location Verification](#) mapping tool.

The budget narrative should include:

- **Sources, Uses, and Availability:** Provide complete information on how all capital or planning project funds may be used, their availability, and documented funding commitments. For example, if a source of funds is available only after a condition is satisfied, the application should identify that condition and describe the applicant's control over whether it is satisfied. Similarly, if a source of funds is available for expenditure only during a fixed period, the application should describe that restriction. Examples of documentation include, but are not limited to, a letter signed by a governing official or chief financial officer confirming the amount and source of funding, a page or pages from the Statewide Improvement Program (STIP) or Transportation Improvement Program (TIP) (please do not include a link to the entire STIP/TIP), a signed city ordinance, or a county administrator committing previously approved general obligation bonds.
- **Contingency Amount and Plan:** Indicate the specific contingency amount included in the budget to demonstrate there is sufficient funding to cover unanticipated cost increases and describe a plan to address potential cost overruns. Planning projects are not required to include a contingency amount but must describe a plan to address potential cost overruns.
- **Level of Design:** Indicate the degree of design completion (e.g., no design, 30, 60, 90 percent design) for which the cost was estimated in the case of a capital project;
- **Cost Estimates:** Indicate how, when, and by whom project costs were estimated. Cost estimates should be no older than a year from the application deadline. If older, please apply an inflation factor.

- **Cost Share:** Explain how the project budget satisfies the statutory cost share or non-federal funds matching requirements shown in the project budget table, if applicable.

6. MERIT CRITERIA FILE

This file should demonstrate how the project aligns with each of the 8 statutory merit criteria described in the Merit Criteria section by:

- Organizing the narrative in the order the merit criteria are described in the Merit Criteria section
- Addressing each merit criteria separately by:
 - Identifying the bullet(s) from the rubric the project addresses
 - Identifying the element(s) of the project that address the bullet(s) from the rubric
 - Providing supporting justification using data. Unsupported claims may harm the application's competitiveness.

Applicants are encouraged to use the Department's [Equitable Transportation Community \(ETC\) Explorer](#) as a resource to describe how their project area is experiencing transportation related disadvantage as it relates to safety, affordable transportation options, pollution, access to good-paying jobs, climate change, and/or improving quality of life.

Insufficient information to assess any criterion will negatively impact the project rating.

Merit reviewers will focus on this file and will not be required to reference links or the other files in the application package.

7. PROJECT READINESS FILE

Project readiness describes an applicant's preparedness to move a proposed project forward once it receives a RAISE grant. The Project Readiness file should include information that, when considered with the project budget information, is sufficient for the Department to evaluate whether the project is reasonably expected to begin the capital or planning project in a timely manner and meet both the obligation and expenditure deadlines. To assist the Department's environmental risk review, the applicant should provide the information requested on project schedule, required approvals and permits, NEPA class of action and status, public involvement, right-of-way acquisition plans, risk assessment, and risk mitigation strategies. Applicants can see a general Project Readiness checklist on the [DOT Navigator](#). The Project Readiness file should include the sections outlined below. Supporting material that exceeds page limits may be provided as hyperlinks, attachments, or appendices.

i. Planning and Constructability

Applicants should demonstrate that a project that is required to be included in the relevant State, metropolitan, and local planning documents has been or will be included in such documents.

- **STIP / TIP / TTIP / TAM Plan:** Is the project already listed in the STIP, TIP, Tribal Transportation Improvement Program (TTIP), and/or Transit Asset Management (TAM) Plan, if applicable? If so, provide links or attachments that show the project listing in the applicable plans/programs. If the project is not yet listed, describe any coordination that

has/will occur to facilitate listing in the applicable plans/programs and the anticipated date when listing will occur.

- Consistency with Other Plans: Is your proposal listed in and/or consistent with any other plans (e.g., the Long-Range Statewide Transportation Plan and/or Metropolitan Long-Range Plan)? If so, please summarize and provide a link to appropriate project listing.
- Freight Plans: To the extent possible, freight projects should be included in a State Freight Plan and supported by a State Freight Advisory Committee (49 U.S.C. 70201, 70202), if these exist. Applicants should provide links or other documentation supporting this consideration such as letters of support from the State DOT if the project is intended to be included in the State Freight Plan, or results from application of the [FHWA Freight Mobility Trends Tool](#).
- Property Acquisition / Right-of-Way (ROW): Who is the owner of the existing facility? Will any new ROW acquisition be required, and if so, from whom? If acquisition will be required, describe the status and anticipated schedule for the acquisition. Will any special ROW permits or approvals be needed? If so, please describe.
- Construction Techniques and Phasing: Will the proposed improvements require unique construction techniques, non-standard project delivery methods (e.g., approaches other than design-bid-build), and/or phasing? If so, please describe.

ii. Proposed Schedule

- List the completed and/or anticipated dates (calendar month and year, not fiscal year or quarter) for the following key milestones. Dates provided should reflect a realistic amount of time to complete each milestone. Ensure that dates provided here are consistent with dates provided elsewhere in the application.
 - Start and end of preliminary design
 - Start and end of the NEPA process
 - Start and end of obtaining permits/approvals (if required)
 - Project listed in STIP, TIP, TTIP, and/or TAM Plan (as applicable)
 - Start and end of final design
 - Start and end of ROW acquisition (if required)
 - Anticipated finalization of RAISE grant agreement (if awarded)
 - Anticipated obligation of grant funds (if awarded)
 - Start and end of construction
- Project Development Phases to be Funded with RAISE: Describe the project development phase(s) proposed to be funded with RAISE funds (if awarded), and whether RAISE funds are proposed to be used for phases other than ROW acquisition and construction (e.g., for design, NEPA, etc.). Note: typically, milestones for establishing the grant agreement and obligation of funds should be scheduled before any activities/phases that will use RAISE funds.

iii. NEPA and Permitting

- NEPA Class of Action: List the class of action/type of document that has already been or will be prepared to comply with the National Environmental Policy Act (NEPA) of 1969,

as amended (e.g., a categorical exclusion, an environmental assessment, an environmental impact statement, or class of action not yet determined). If multiple NEPA documents are being prepared for this proposal, briefly explain why, and complete the prompts below for each document.

- NEPA Status and Milestones: Briefly describe the status of NEPA compliance (e.g., not started, underway, or complete), the anticipated project impacts, and proposed mitigation measures. If the NEPA process has been completed, provide the final approval date for the NEPA document. If the NEPA process has not yet been completed, list the key remaining milestones for the NEPA process, their status, and their anticipated completion dates. Identify any anticipated challenges to timely completing the NEPA process.
- Link to NEPA Documentation: If draft or final NEPA documentation is available, provide a hyperlink, attach it, or append it.
- Reevaluation and Post-Approval Changes: Describe any planned and/or completed efforts to reevaluate the NEPA documentation between the final NEPA approval and beginning of construction. Reevaluation may be warranted based on the passage of time and/or changes in the project scope, setting, impacts, or applicable requirements since the final NEPA approval.
- Permits and Approvals: List any federal, state, or local permits and approvals anticipated to be needed for the project (e.g., Clean Water Act Section 404 permit, Endangered Species Act Section 7 consultation, etc.). Provide the status of each permit or approval and the date that the permit or approval was obtained or is anticipated to be obtained. Summarize and attach relevant correspondence or documentation of consultation with permitting agencies.
- Coordination with DOT: Identify the federal lead agency for the NEPA process and any joint-lead agencies. Describe any coordination that has occurred with an agency or operating administration of USDOT regarding the project proposal and/or NEPA analysis. Describe any coordination with state, county, or local transportation agencies regarding preliminary design and the NEPA process.

iv. Project Support

- Public and Agency Involvement Process: Summarize the key events and techniques used to engage the public and other stakeholders during the NEPA process. Highlight efforts to engage disadvantaged communities and communities likely to be affected by the project, including details on compliance with environmental justice requirements and access for persons with disabilities and limited English proficiency. These efforts may include public meetings, a public website, presentations to community groups, newsletters, online outreach, etc.
- Public and Agency Involvement Results: Summarize the support, opposition, and/or other notable feedback related to the project from the following groups and describe how stakeholder feedback has been integrated into project development and design:
 - The public, including members of communities affected by the proposal,
 - Elected officials and/or bodies (e.g., federal and state legislators, city and county councils and boards, etc.),

- Other entities (e.g., members of business or industry, community organizations, advocacy groups, etc.), and
- Federal, state, or local agencies (reference any relevant information provided in the NEPA and Permitting section above).
- Attach and reference documentation of support as applicable (e.g., letters of support, letters of commitment, resolutions, summaries of public comments, etc.)

v. Risks and Mitigation

Project risks, such as procurement delays, environmental uncertainties, increases in real estate acquisition costs, uncommitted local match (non-federal funding), lack of support from stakeholders or impacted communities, or lack of legislative approval affect the likelihood of successful project start and completion. Project risks can also include the unavailability of vehicles that either comply with Federal Motor Vehicle Safety Standards or are exempt from Federal Motor Vehicle Safety Standards in a manner that allows for their legal acquisition and deployment, and unavailability of domestically manufactured equipment.

- The applicant should identify all material risks and harms to the project and the strategies that the lead applicant and any project partners have undertaken or will undertake to mitigate those risks, and describe the potential effects of each risk on meeting the key project delivery schedule milestones presented in the Proposed Schedule. The applicant should assess the greatest risks to the project and identify how the project parties will mitigate those risks.
- If an applicant anticipates pursuing a waiver for relevant domestic preference laws, the applicant should describe steps that have been or will be taken to maximize the use of domestic goods, products, and materials in constructing its project. To the extent the applicant is unfamiliar with the Federal program, the applicant should contact the appropriate DOT operating administration field or headquarters offices, as found in contact information on the [RAISE website](#), for information on the prerequisite steps to obligate Federal funds in order to ensure that their project schedule is reasonable and that there are no risks of delays in satisfying Federal requirements.

vi. Technical Capacity Assessment

All applications should include a section in the Project Readiness file that demonstrates their technical capacity to successfully deliver the project in compliance with applicable Federal requirements including, but not limited to, compliance with Title VI/Civil Rights requirements and Buy America provisions. The applicant should address the following in the technical capacity section of the Project Readiness file:

- Federal Funding: experience implementing federally funded transportation projects.
- Federal Regulations: understanding of federal contract and procurement requirements, Buy America, Americans with Disabilities Act, Uniform Relocation Assistance and Real Property Acquisition Act, Davis Bacon Act, etc.
- Project Planning: practice incorporating projects into long-range development plans or adding projects to the TIP/STIP through the MPO planning process.

- Project Delivery: examples of successfully delivered projects of similar size, scope, and complexity.

8. BENEFIT-COST ANALYSIS

The purpose of the Benefit-Cost Analysis (BCA) is to enable the Department to evaluate the cost-effectiveness of the proposed project by comparing its expected benefits to its expected costs relative to the current problem often referred to as the “baseline” or “no-build alternative.” The baseline defines the world without the proposed project.

Any benefits claimed for the proposed project, both quantified and unquantified, should be clearly tied to the expected outcomes of the proposed project. While benefits should be quantified wherever possible, applicants may also describe other categories of benefits in the BCA that are more difficult to quantify and/or value in economic terms.

There should be two BCA files included in the application: (1) a narrative description of the BCA; and (2) an unlocked spreadsheet revealing the underlying calculations:

- Narrative Description of Analysis: The BCA narrative should describe the current baseline, the sources of data used to estimate the benefits of the project, document any assumptions, and the values of key input parameters. Applicants may also provide a table similar to the one shown below summarizing the impacts of the project and how those impacts would translate into expected benefits. This is shown as an example only:

Baseline / Current Status and Problem to be Addressed	Change to Baseline / Proposed Project to Address Problem	Example Impacts
A freeway divides two neighborhoods	A new street will be constructed to connect neighborhoods on each side of the freeway	Reduced travel time for pedestrians and cyclists by X miles per day due to a more direct route, as well as reduced emissions, vehicle operating costs, and travel time for vehicle occupants by lowering VMT by Y miles per year
A roadway with a high number of pedestrian fatalities has no sidewalks or marked crosswalks	Sidewalks, high visibility crosswalks, and upgraded lighting will be added to the roadway	Reduced pedestrian fatalities and injuries by X and Y per year, respectively, as well as amenity benefits of wider sidewalks for Z daily pedestrian trips

- Spreadsheet Revealing Underlying Calculations: The BCA spreadsheet file should present the calculations in sufficient detail and transparency to allow the analysis to be reproduced by Department evaluators. While DOT does not have a prescribed format for the BCA spreadsheet submitted by the applicant beyond ensuring that it is unlocked, to allow review, the Department is also developing a new BCA spreadsheet template that will be available to assist applicants in structuring their analysis.

Applicants should review the Department's detailed guidance on how to conduct a BCA. Both the guidance document and spreadsheet template will be available on the [RAISE website](#).

E. SUBMISSION REQUIREMENTS AND DEADLINE

1. ADDRESS TO REQUEST APPLICATION PACKAGE

All application materials may be found on [Grants.gov](https://www.grants.gov) and the [RAISE website](#).

2. UNIQUE ENTITY IDENTIFIER (UEI) AND SYSTEM FOR AWARD MANAGEMENT (SAM)

Each applicant must:

- Be registered in [SAM.gov](https://sam.gov) before submitting its application;
- Provide a valid unique entity identifier in its application; and
- Continue to maintain an active registration in SAM.gov with current information at all times during which it has an active Federal award or an application under consideration by a Federal agency.

Please note that the SAM registration process takes **several weeks to complete, if not longer**.

i. Submission Instructions

All applications must be submitted electronically through [Grants.gov](https://www.grants.gov)

The Department does not accept applications via mail, fax machine, email, or other means.

Each applicant must:

- Create a [Grants.gov](https://www.grants.gov) username and password
- The E-Business Point of Contact (POC) at the applicant's organization must respond to the registration email from [Grants.gov](https://www.grants.gov) and login at [Grants.gov](https://www.grants.gov) to authorize the applicant as the Authorized Organization Representative (AOR). Please note that there can be more than one AOR for an organization

Failure to register for SAM or comply with [Grants.gov](https://www.grants.gov) applicant requirements in a timely manner will not be considered for exceptions to the submission requirements and deadline.

ii. Submission Issues

The Department is not able to assist with technical issues related to [Grants.gov](https://www.grants.gov) registration or application submission. For information and instructions, please see [Grants.gov](https://www.grants.gov). If applicants experience difficulties at any point during the registration or application submission process, please call the Customer Service Support Hotline at 1-800-518-4726 or email support@grants.gov.

3. SUBMISSION DEADLINE

Applications must be submitted through [Grants.gov](https://www.grants.gov) by 11:59 PM eastern on January 30, 2025. [Grants.gov](https://www.grants.gov) attaches a time stamp to each application at the time that submission is complete.

i. Consideration of Applications

Only applicants who comply with all submission deadlines described in this notice and electronically submit valid, on-time applications through [Grants.gov](https://www.grants.gov) will be eligible for evaluation and possible selection for award.

ii. Late Applications

Any applications that [Grants.gov](https://www.grants.gov) time stamps after 11:59 PM eastern on the deadline will not be accepted. Applicants are strongly encouraged to make submissions days, if not weeks, in advance of the deadline. Applicants facing technical issues are advised to contact the [Grants.gov](https://www.grants.gov) helpdesk well in advance of the deadline.

4. INTERGOVERNMENTAL REVIEW

This program is not subject to EO 12372, Intergovernmental Review of Federal Programs.

5. COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973

The Department encourages applicants to submit documents that are compliant with Section 508 of the Rehabilitation Act of 1973 (see [Section 508 guidelines](#)).

F. APPLICATION REVIEW INFORMATION

1. CRITERIA

This section specifies the criteria the Department will use to evaluate applications.

TIER 1 All Eligible Applications	
Merit Criteria Review	
TIER 2	
All applications rated “Highly Recommended” under the merit criteria review automatically advance for second tier analysis. The Senior Review Team (SRT) can advance applications rated “Recommended” for second tier analysis.	
Project Readiness Review	
Environmental Risk Assessment (capital projects only)	
Financial Completeness Assessment	
Technical Capacity Assessment	
Benefit-Cost Analysis (capital projects only)	

The Department will review merit criteria for all applications. Highly Recommended capital applications will automatically advance to receive second-tier analysis consisting of three Project Readiness reviews: (1) Environmental Risk Assessment; (2) Technical Capacity Assessment; and (3) Financial Completeness Assessment, as well as a Benefit-Cost Analysis (BCA). Highly Recommended planning applications will automatically advance to receive second-tier analysis consisting of two Project Readiness areas: (1) Technical Capacity Assessment; and Financial Completeness Review. Environmental Risk Assessment and BCA will not be reviewed for planning applications. The SRT can advance select Recommended capital and planning applications for second-tier analysis under the circumstances described in the Review and Selection Process section.

iii. Merit Criteria

For each merit criterion, the Department will evaluate whether the application uses data-driven and evidence-based methods to demonstrate that the project will provide the anticipated benefits, which will result in a rating of “high,” “medium,” “low,” or “non-responsive” as described in the rubric below.

Individual Merit Criteria Ratings	
High	The criterion must be addressed as a primary project purpose (not an ancillary or incidental consideration, except for the Partnership and Collaboration and Innovation criteria), must include clear, direct, data-driven (capital projects only), and significant benefits, and must align with at least one of the benefits described in the high column of the merit criteria rubric.
Medium	The criterion may not be a primary project purpose, or the project benefits do not meet at least one of the requirements for a 'high' rating, as described in the merit criteria rubric.
Low	The application contains insufficient information to assess that criterion's benefits.
Non-Responsive	The proposed project negatively affects the criterion, or the application does not address the criterion.

Planning grant applications will be evaluated against the same merit criteria as capital grants. Planning grant applications should include data on the problem intended to be addressed, but information does not need to be as driven by data as a capital project when estimating benefits of the implemented project since data is often an outcome of the project to be planned. The Department will consider how the plan, once implemented, will ultimately further the merit criteria.

The combination of individual criterion ratings will inform one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable, as shown below.

Overall Merit Rating	
Highly Recommended	six or more of the eight merit criteria ratings are "high" none of the merit criteria ratings are "non-responsive"
Recommended	one to five of the merit criteria ratings are "high" no more than three of the merit criteria ratings are "low" none are "non-responsive"
Acceptable	a combination of "high," "medium," "low," or "non-responsive" ratings that do not fit within the definitions of Highly Recommended, Recommended, or Unacceptable
Unacceptable	three or more "non-responsive" ratings

Merit Criteria	Non-Responsive	Low	Medium	High
Safety	Application did not address the Safety criterion OR Project negatively affects safety	Application contains insufficient information to assess safety benefit	The project has one or more of the following safety benefits, but safety may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: • Protect non-motorized or motorized travelers from safety risks; or • Reduce any number of fatalities and/or serious injuries	Safety is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only), and significant benefits that targets a known, documented safety problem, by doing one or more of the following: • Protect non-motorized travelers from safety risks; or • Reduce fatalities and/or serious injuries in underserved communities to bring them below the state-wide average; or • Incorporate and cite specific actions and activities identified in the Department’s National Roadway Safety Strategy plan or Improving Safety for Pedestrians and Bicyclists Accessing Transit report, or FTA’s Safety Advisory 23-1: Bus-to-Person Collisions; or • Incorporate specific safety improvements that are part of a documented risk reduction mitigation strategy and that have, for example, port-wide or transit system impact.

Merit Criteria	Non-Responsive	Low	Medium	High
Environmental Sustainability	Application did not address the Environmental Sustainability criterion OR Project negatively affects environmental sustainability	Application contains insufficient information to assess environmental sustainability benefits	Project has one or more of the following environmental sustainability benefits, but environmental sustainability may not be a primary project purpose or does not meet the description(s) of a 'high' rating: • Reduce transportation-related air pollution and greenhouse gas emissions; or • Reduce vehicle miles traveled; or • Incorporate lower-carbon pavement/construction materials; or • Redevelop brownfield sites; or • Improve resilience of infrastructure to current and future weather and climate risks; or • Make basic stormwater improvements	Environmental sustainability is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only), and significant benefits that explicitly considers climate change and environmental justice, by doing one or more of the following: • Reduce transportation-related air pollution and greenhouse gas emissions in disadvantaged communities; or • Address the disproportionately negative environmental impacts of transportation on disadvantaged communities such as by reducing exposure to elevated levels of air, water, and noise pollution; or • Align with the applicant's State Carbon Reduction Strategy, State Electric Vehicle Infrastructure Deployment Plan, or other State, local, or tribal greenhouse gas reduction plan; or • Align with the U.S. National Blueprint for Transportation Decarbonization; or • Implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible

Merit Criteria	Non-Responsive	Low	Medium	High
				green space, and neighborhood centers that make it convenient to take fewer or shorter trips; or • Reduce vehicle miles traveled specifically through modal shift to transit, rail, or active transportation; or • Reduce emissions specifically by shifting freight to lower-carbon travel modes; or • Incorporate energy efficient investments, such as electrification or zero emission vehicle infrastructure; or • Improve the resilience of at-risk infrastructure to be resilient to extreme weather events and natural disasters caused by climate change, such as by using best-available climate data sets, information resources, and decision-support tools; or • Incorporate nature-based solutions or natural infrastructure with the use of native plants; or • Referenced in a Resilience Improvement Plan or similar plan; or • Remove, replace, or restore culverts for the purpose of improving habitat for aquatic species; or

Merit Criteria	Non-Responsive	Low	Medium	High
				Avoid adverse environmental impacts to air or water quality, wetlands, and endangered species
Quality of Life	Application did not address the Quality of Life criterion OR Project negatively affects quality of life	Application contains insufficient information to assess quality of life benefits	Project has one or more of the following quality of life benefits but quality of life may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: - Increase affordability for travelers; or - Reduces vehicle dependence	Quality of life is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only) and significant benefits, by doing one or more of the following: - Increase affordable transportation choices by improving and expanding active transportation usage or significantly reducing vehicle dependence, particularly in underserved communities; or - Reduce transportation and housing cost burdens by integrating mixed-use development and a diversity of housing types, including affordable housing, with multimodal transportation infrastructure; or - Coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; or - Improve access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, or parks through transit and active transportation; or - Implement transit-oriented development that benefits existing

Merit Criteria	Non-Responsive	Low	Medium	High
				residents and businesses, low-income and disadvantaged communities, and minimizes displacement; or • Improve public health by adding new facilities that promote walking, biking, and other forms of active transportation; or • Mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or • Proactively addresses equity.
Mobility and Community Connectivity	Application did not address the Mobility and Community Connectivity criterion OR Project negatively affects mobility and community connectivity	Application contains insufficient information to assess mobility and community connectivity benefits	Project has one or more of the following mobility and community connectivity benefits, but mobility and community connectivity may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: • Increase accessible transportation choices; or • Include ADA improvements	Mobility and community connectivity is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only) and significant benefits, by doing one or more of the following: • Improve system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; or • Implement plans, based on community participation and data, that addresses gaps identified in the existing network; or • Remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; or • Include transportation features that increase the accessibility for non-

Merit Criteria	Non-Responsive	Low	Medium	High
				motorized travelers in underserved communities; or • Incorporate Universal Design including details of how the improvements go beyond ADA requirements by designing environments to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design such as a Complete Streets approach; or • Directly increasing intermodal and multimodal freight movement; or • Consider last-mile freight plans in a Complete Streets and multimodal approach
Economic Competitiveness and Opportunity	Application did not address the Economic Competitiveness and Opportunity criterion OR Project negatively affects economic competitiveness and opportunity	Application contains insufficient information to assess economic competitiveness and opportunity benefits	Project has one or more of the following economic competitiveness and opportunity benefits, but economic competitiveness and opportunity may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: • Improve travel time reliability; or • Improve movement of goods; or • Create jobs related to the project’s delivery	Economic competitiveness is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only), and significant benefits, by doing one or more of the following: • Improve intermodal and/or multimodal freight mobility, especially for supply chain bottlenecks; or • Facilitate tourism opportunities; or • Promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; or • Promote wealth building; or

Merit Criteria	Non-Responsive	Low	Medium	High
			and on-going operations	- Promote long-term economic growth and other broader economic and fiscal benefits; or - Create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or - Adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations; or - Promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development
State of Good Repair	Application did not address the State of Good Repair criterion OR Project negatively affects state of good repair	Application contains insufficient information to assess state of good repair benefits	Project has one or more of the following state of good repair benefits but state of good repair may not be a primary project purpose or does not meet the description(s) of a 'high' rating: - Routine or deferred maintenance; or - Create new infrastructure (not in a	State of good repair is a primary project purpose AND the project has clear, direct, data-driven (for capital projects only) and significant benefits, by doing one or more of the following: Restore and modernize (such as through road diets and complete streets approaches) the existing core infrastructure assets that have met their useful life; or

Merit Criteria	Non-Responsive	Low	Medium	High
			remote community) that will be maintained in a state of good repair; or - Identify the party responsible for maintenance and describe how the new or improved asset(s) will be maintained in a state of good repair; or - Resolve the current or projected transportation system vulnerabilities	- Reduce construction and maintenance burdens through efficient and well-integrated design; or - Create new infrastructure in remote communities that will be maintained in a state of good repair; or - Address current or projected transportation system vulnerabilities for underserved communities; or - Prioritize improvement of the condition and safety of existing transportation infrastructure within the <u>existing</u> footprint
Partnership and Collaboration	Application did not address the Partnership and Collaboration criterion OR Project negatively affects partners or community members (e.g., negative impacts from ROW acquisition, lack	Application contains insufficient information to assess the partnership and collaboration benefits	Project has one or more of the following partnership and collaboration benefits but partnership and collaboration may not be a primary project purpose or does not meet the description(s) of a ‘high’ rating: - Collaborate with public and/or private entities; or - Document support from local, regional, or national levels	Project has, or demonstrates plans to, support and engage diverse people and communities by doing one or more of the following: Engage residents and community-based organizations to ensure equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project, for example, by citing and describing how the project aligns with the Department’s Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide; or

Merit Criteria	Non-Responsive	Low	Medium	High
	of support for the project, etc.)			• Coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; or • Partner with Disadvantaged Business Enterprises or 8(a) firms; or • Partner with high-quality workforce development programs with supportive services to help train, place, and retain people in good-paying jobs or registered apprenticeships. These programs should have a focus on expanding access for women, people of color, and others that are underrepresented in infrastructure jobs (people with disabilities, people with convictions, etc.); or • Partner and engage with unions and/or worker organizations in the development of the project and the lifecycle of the project, including the maintenance or operation of the completed project; or • Partner with communities or community groups representative of historically underrepresented groups to develop workforce strategies; or

Merit Criteria	Non-Responsive	Low	Medium	High
				- Establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity; or - Participate in the Thriving Communities Network
Innovation	Application did not address the Innovation criterion. OR Includes non-innovative practices or components	Application contains insufficient information to assess innovation benefits	Project has one or more of the following innovation benefits but does not meet the description(s) of a ‘high’ rating: Deploy technologies, project delivery, or financing methods that are <u>new or innovative to the applicant or community</u>	Project has, or demonstrates plans for, one or more of the following innovative benefits. Innovative Technologies - Enhance the environment for electric, connected, or automated vehicles to improve the detection and mitigation of safety risks; or - Improve safety using Advanced Driver Assistance Systems on public transit vehicles, including functions such as precision docking; lane keeping or lane centering; or - Use sensors or small unmanned aerial vehicles to enhance infrastructure inspection and asset management processes; or - Use sensors to monitor real-time conditions of pavement quality, signage, crosswalks, transit headways, or other public infrastructure; or - Use low-carbon or other innovative materials; or

Merit Criteria	Non-Responsive	Low	Medium	High
				• Use caps, land bridges, or underdecks; or • Use active grade crossing detection systems to enable responsive traffic management; or • Use detection systems on railroads to target and deter trespassing; or • Digitalize curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage Innovative Project Delivery • Use practices that facilitate accelerated project delivery such as single contractor design-build arrangements, Advanced Digital Construction Management, Accelerated Bridge Construction, Digital as-builts, or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, that establishes a streamlined process for environmental consultations and permits for commonly encountered project types. Innovative Financing • Secure TIFIA, RRIF, or private activity bond financing; or • Use congestion pricing or other demand management strategies

Safety

The Department will assess how the project targets a known safety problem and seeks to protect motorized or non-motorized travelers from safety risks on roadways, transit, rail, or ports.

Applicants are highly encouraged to include data-driven information when addressing the safety criterion such as the current and projected number or rate of crashes, fatalities and/or serious injuries among transportation users and how those compare to the statewide average; details about the transportation user that will reap the safety benefits such as whether the project addresses vulnerable roadway users⁸ or whether the project addresses inequities in crash victims. If applicable, applicants should describe how the project incorporates specific actions and activities identified in the Department's [National Roadway Safety Strategy](#), or [Improving Safety for Pedestrians and Bicyclists Accessing Transit report](#), or [FTA's Safety Advisory 23-1: Bus-to-Person Collisions](#).

Environmental Sustainability

The Department will consider the extent to which the project incorporates considerations of climate change and environmental justice in the project planning or project delivery stage. Environmental justice means the just treatment and meaningful involvement of all people, regardless of income, race, color, national origin, Tribal affiliation, or disability, in agency decision-making and other Federal activities that affect human health and the environment so that people: (i) are fully protected from disproportionate and adverse human health and environmental effects (including risks) and hazards, including those related to climate change, the cumulative impacts of environmental and other burdens, and the legacy of racism or other structural or systemic barriers; and (ii) have equitable access to a healthy, sustainable, and resilient environment in which to live, play, work, learn, grow, worship, and engage in cultural and subsistence practices.

The Department will evaluate whether and how the project demonstrates environmental sustainability benefits. For this assessment, the Department will consider, for example, how the project will significantly reduce transportation-related pollution like air pollution and greenhouse gas emissions; aligns with the applicant's State, regional, county or city carbon-reduction plan or the [U.S. National Blueprint for Transportation Decarbonization](#); address the disproportionate negative environmental impacts of transportation such as exposure to elevated levels of air, water, and noise pollution; or implement transportation-efficient land use and design, such as drawing on the features of historic towns and villages that had a mix of land uses, compact and walkable development patterns, accessible green space, and neighborhood centers that make it convenient to take fewer or shorter trips.

The Department will assess whether and how the project is expected to reduce emissions, such as shifts to lower emissions vehicles, transit, or active transportation; shift freight to lower-carbon

⁸ As defined by FHWA's Vulnerable Road User Safety Assessment Guidance, a vulnerable road user is a non-motorist and may include people walking, biking, or rolling as well as highway workers on foot in a work zone.

travel modes to reduce emissions; improve the resiliency of at-risk infrastructure⁹ to withstand extreme weather events and natural disasters caused by climate change such as by using [best-available climate data sets](#), [information resources](#), and [decision-support tools](#), and incorporating [nature-based solutions](#) or [natural infrastructure](#); or incorporates lower-carbon pavement or construction materials as described in the Environmental Protection Agency’s [interim guidance on low-carbon materials](#) or the [U.S. National Blueprint for Transportation Decarbonization](#).

The Department will also consider whether and how the project will incorporate energy efficient investments such as electrification or zero emission vehicle infrastructure; redevelop brownfield sites; remove, replace, or restore culverts to improve passage of aquatic species; or avoid adverse impacts to air or water quality, wetlands, and endangered species. If applicable, applicants are encouraged to make floodplain upgrades consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law, in [Executive Order 14030, Climate-Related Financial Risk](#) and [Executive Order 13690, Establishing a Federal Flood Risk Management Standard and a Process for Further Soliciting and Considering Stakeholder Input](#).

Quality of Life

The Department will consider whether and how the project will improve quality of life, such as by increasing affordable transportation choices and expanding active transportation usage or significantly reducing vehicle dependence; reduce transportation and housing cost burdens by integrating mixed use development and a diversity of housing types (including affordable housing) with multimodal transportation infrastructure; coordinate and integrate land use, affordable housing, and transportation planning in order to create more livable communities and expand travel choices; reduce vehicle dependence and improve access to daily destinations such as jobs, healthcare, grocery store, schools, places of worship, recreation, or parks such as by adding new facilities that promote walking, biking; implement transit-oriented development that benefits existing residents and businesses; mitigate urban heat islands to protect the health of at-risk residents, outdoor workers, and others; or proactively address racial equity.¹⁰

Mobility and Community Connectivity

The Department will assess whether and how the applicant will improve mobility and community connectivity. For this assessment, DOT will consider, for example, how the project will address system-wide connectivity with access to transit, micro-mobility, and mobility on-demand; implement plans, based on community participation and data, that identifies and addresses gaps in the existing network; remove physical barriers for individuals by reconnecting communities to direct, affordable transportation options; include transportation features that increase accessibility for non-motorized travelers, such as through a Complete Streets approach;

⁹ For the RAISE program, at-risk infrastructure is defined as infrastructure that is subject to, or faces increased long-term future risks of, a weather event, a natural disaster, or changing conditions, such as coastal flooding, coastal erosion, wave action, storm surge, or sea level rise, in order to improve transportation and public safety and to reduce costs by avoiding larger future maintenance or rebuilding costs.

¹⁰ Definitions for “racial equity” and “underserved communities” are found in Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, Sections 2 (a) and (b).

incorporate Americans with Disabilities Act (ADA) or [Universal Design](#)¹¹ improvements; directly increase intermodal and multimodal freight movement; or considers last-mile freight plans in a Complete Streets and multimodal approach.

Economic Competitiveness and Opportunity

The Department will assess whether and how the project will improve economic competitiveness and opportunity. For this assessment, DOT will consider, for example, how the project will improve intermodal or multimodal freight mobility, especially for supply chain bottle necks; facilitate tourism; promote local inclusive economic development and entrepreneurship such as the utilization of Disadvantaged Business Enterprises or 8(a) firms; wealth building; long-term economic growth and other broader economic and fiscal benefits; create good-paying jobs with free and fair choice to join a union including through the use of a project labor agreement; or adopt local and economic hiring preferences for the project workforce or include other changes to hiring policies and workplace cultures to promote the entry and retention of underrepresented populations. DOT will evaluate the extent to which the project will promote greater public and private investments in land-use productivity, including rural main street revitalization or locally driven density decisions that support equitable commercial and mixed-income residential development.

State of Good Repair

The Department will assess whether and to what extent the project improves state of good repair. For this assessment, DOT will consider, for example, how the project will mitigate current or projected system vulnerabilities; restore and modernize (such as through road diets and Complete Streets approaches) the existing core infrastructure assets that have met their useful life; reduce construction and maintenance burdens through efficient and well-integrated design; create new infrastructure *in remote communities* that will be maintained in a state of good repair; prioritize improvement of the condition and safety of existing transportation infrastructure within the existing footprint; conduct routine or deferred maintenance; create new infrastructure (*not in a remote community*) that will be maintained in a state of good repair; or identify the party responsible for maintenance and how the new or improved asset(s) will be maintained in a state of good repair.

The Department encourages applicants to improve the condition and safety of existing state and locally owned transportation infrastructure within the right-of-way before proposing projects that add new general purpose travel lanes serving single occupancy vehicles.

Partnership and Collaboration

The Department will consider the extent to which the project has or will support and engage diverse people and communities. For this assessment, DOT will consider, for example, how the project has or will collaborate with public and/or private entities; documents support from local, regional, and/or national levels; engage residents and community-based organizations to ensure

¹¹ Definition for “Universal Design” found on the General Services Administration’s Section508.gov website and states, “Universal design is a concept in which products and environments are designed to be usable by all people, to the greatest extent possible, without the need for adaption or specialized design.”

equity considerations for underserved communities are meaningfully integrated throughout the project. Applicants should describe how the project incorporates specific actions and activities identified in the Department's [Promising Practices for Meaningful Public Involvement in Transportation Decision-Making Guide](#); coordinate with other types of projects such as economic development, commercial or residential development near public transportation, power/electric infrastructure projects, or broadband deployment; partner with Disadvantaged Business Enterprises or 8(a) firms; partner with high-quality workforce development programs with supportive services¹² to help train, place, and retain underrepresented communities in good-paying jobs or registered apprenticeships including through the use of local and economic hiring preferences, linkage agreements with workforce programs that serve underrepresented groups, and proactive plans to prevent harassment; partner and engage with local unions or other worker-based organizations in the development and lifecycle of the project, including through evidence of project labor agreements and/or community benefit agreements; or partners with communities, or community groups representative of historically underrepresented groups, to develop workforce strategies; or establish formal public-private partnerships or joint ventures to expand or create new infrastructure or economic development capacity. DOT will assess the level of detail and description provided about the partnerships listed above. Applications that provide more details and descriptions about the project partnership will be rated higher than those that do not, in alignment with the merit rating rubric.

The Department will consider whether the applicant is participating in the [Thriving Communities Network](#). Applications that include right-of-way acquisition plans that minimally disrupts communities and maintains community cohesion will be more competitive than right-of-way acquisition plans that disrupt communities. For projects involving other Federal agencies, or requiring action from other Federal agencies, DOT will consider the level of involvement and commitment from those agencies. For example, relevant port projects should demonstrate alignment with U.S. Army Corps of Engineers investment strategies.

Innovation

The Department will assess the extent to which the applicant uses innovative: (1) technologies; (2) project delivery; or (3) financing. If this project is the first time the applicant or community will deploy specific innovations, the Department will consider them innovative, to the extent applicants provide enough detail to determine whether the innovations being deployed are new or innovative to the applicant or community regardless of whether other applicants or communities have implemented these innovations.

- **Innovative Technologies:** The Department will consider how the project enhances the environment for connected, electric, or automated vehicles to improve the detection, mitigation, and documentation of safety risks. Examples include the use of Advanced

¹² Supportive services are critical to help women and people facing systemic barriers to employment be able to participate and thrive in training and employment. Recommended supportive services include childcare, tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking.

Driver Assistance Systems on public transit vehicles and detection systems on railroads to target and deter trespassing. The Department will assess the extent to which the project uses innovative technology that significantly enhances the operational performance and maintenance of the surface transportation system including sensors to inspect infrastructure and manage assets or to monitor real-time conditions of pavement quality, signage, crosswalks, or transit headways; active grade crossing detection systems to enable responsive traffic management; or digitalized curb management to optimize use across purposes and modes, including freight, pick-up drop-off, and transit usage. The use of low-carbon materials as well as the use of caps, land bridges, or underdecks are also considered innovative.

- Please note that all innovative technology must follow 2 CFR § 200.216. If an applicant is proposing to deploy autonomous vehicles or other innovative motor vehicle technology, the Department will consider whether and how the applicant demonstrates that all vehicles will comply with applicable safety requirements, including those administered by the National Highway Traffic Safety Administration (NHTSA) and Federal Motor Carrier Safety Administration (FMCSA). Specifically, the Department will consider whether the vehicles acquired for the proposed project will comply with applicable Federal Motor Vehicle Safety Standards (FMVSS) and Federal Motor Carrier Safety Regulations (FMCSR). If the vehicles may not comply, the Department will consider applications that do one of the following more competitive than applications that do not: either (1) show that the vehicles and their proposed operations are within the scope of an exemption or waiver that has already been granted by NHTSA, FMCSA, or both agencies or (2) directly address whether the project will require exemptions or waivers from the FMVSS, FMCSR, or any other regulation and, if the project will require exemptions or waivers, present a plan for obtaining them.
- **Innovative Project Delivery**: The Department will consider the extent to which the project utilizes innovative practices in contracting (such as public-private partnerships and single contractor design-build arrangements), single contractor design-build arrangements, project bundling, [https://www.fhwa.dot.gov/construction/adcms/Advanced Digital Construction Management](https://www.fhwa.dot.gov/construction/adcms/Advanced%20Digital%20Construction%20Management), [Accelerated Bridge Construction](#), [Digital as-builts](#), or an up-to-date programmatic agreement between an environmental resource agency and a state DOT, or other NEPA lead agency, establishing a streamlined process for environmental consultations and permits for commonly encountered project types.
- **Innovative Financing**: The Department will assess the extent to which the project incorporates innovations in transportation funding and finance, for example through private sector funding or financing, using congestion pricing or other demand management strategies to address congestion, securing a TIFIA or RRIF loan, or receiving an allocation for private activity bonds through DOT's Build America Bureau.

iv. Project Readiness

Capital project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned three evaluation ratings:

- Environmental Risk Assessment
- Financial Completeness Assessment
- Technical Capacity Assessment

Planning project applications that receive second-tier analysis will be reviewed for Project Readiness and assigned two evaluation ratings:

- Financial Completeness Assessment
- Technical Capacity Assessment

Low ratings in any of these readiness areas do not disqualify projects from award, but competitive applications clearly and directly describe achievable risk mitigation strategies.

Environmental Risk

The Environmental Risk Assessment evaluates information provided in the Project Readiness file. It analyzes the project's environmental approvals and likelihood of the necessary approvals affecting project obligation funds and timely expenditure of funds after obligation. The assessment results in a rating of "high risk," "moderate risk," or "low risk."

Technical Capacity

The Technical Capacity Assessment will assess the applicant's capacity to successfully deliver the project in compliance with applicable Federal requirements as well as the recipient's experience working with Federal funds, civil rights compliance, and previous experience delivering infrastructure projects. This review is partially based on information submitted with the application and partially based on DOT Operating Administration knowledge of the applicant's performance. Technical Capacity ratings will be one of the following: "certain," "somewhat certain," or "uncertain."

DOT will assign the highest rating of "certain," if the application demonstrates that: the applicant has extensive experience with Federal funds; the applicant has extensive experience completing projects with similar scope; the applicant has the resources to deliver the project; and the project will comply with all applicable Federal requirements including, but not limited to, Buy America provisions, ADA regulations, Civil Rights requirements, Federal Motor Vehicle Safety Standards, and/or the Federal Motor Carrier Safety Regulations.

If an applicant is proposing to adopt innovative technology or other innovative practices, DOT will assess whether the applicant's capacity to implement those innovations, the applicant's understanding of applicable Federal requirements and whether the innovations may require extraordinary permitting, approvals, exemptions, waivers, or other procedural actions, and the effects of those innovations on the project delivery timeline.

Financial Completeness

The Financial Completeness Assessment reviews the project budget to confirm the availability of funding for the project and whether the applicant presented a complete funding package based on reasonable cost estimates. Financial Completeness ratings are: "complete," "partially complete," or "incomplete."

DOT will assign the highest rating of “complete,” if the application identifies all funding sources for the project budget, documents all funding is available and committed to the project, includes contingency amount in the project budget and describes a plan to address potential cost overruns, and cost estimates are no more than a year old or include an inflation factor. Planning grants are not required to include a contingency amount but **must discuss a plan to address potential cost overruns.**

Projects with funding estimates that are based on early stages of design (e.g., less than 30 percent design) or outdated cost estimates without specified budget contingencies will receive a lower rating. **All applicants, including those requesting 100 percent grant funding, should describe a plan to address potential cost overruns.**

v. Benefit-Cost Analysis

For capital projects that receive second-tier analysis, the Department will consider the costs and benefits of projects seeking RAISE grant funding in determining whether a project is cost effective. To the extent possible, the Department will rely on quantitative, evidenced-based and data-supported analysis to assess how well a project addresses this criterion, including an assessment of the project’s estimated benefit-cost ratio (BCR) based on the applicant-supplied BCA described in the Benefit-Cost Analysis section.

To evaluate the costs and benefits of a proposed project, the Department will assign the project as either negative net benefits (costs exceed benefits) or positive net benefits (benefits exceed costs). Projects with negative net benefit ratings will not be selected for an award, unless the project demonstrates exceptional benefits for underserved or disadvantaged communities, as identified by the Senior Review Team (see Review and Selection Process section).

2. REVIEW AND SELECTION PROCESS

This section explicitly addresses the BIL requirement to describe the methodology for evaluation in the NOFO. The RAISE grant program review and selection process consists of Merit Criteria Review; Project Readiness Review (consisting of Environmental Risk Assessment, Financial Completeness Assessment, and Technical Capacity Assessment); Benefit-Cost Analysis; and Senior Review. The Secretary makes final project selections.

Teams comprising Department staff review all eligible applications received by the deadline for a Merit Review and assign ratings as described in the Application Review Information section. Using the Merit Review rubric described in the Application Review Information section, the combination of eight merit criteria ratings will result in one overall Merit Rating: Highly Recommended, Recommended, Acceptable, or Unacceptable.

“Highly Recommended” projects automatically advance for second-tier analysis.

The Senior Review Team (SRT) reviews all “Recommended” projects to determine if the benefits of a particular criterion are so significant that the project merits advancing for second-tier analysis. The SRT can advance a “Recommended” project only if:

- The project received a “high” in one or more of the priority criteria of safety, environmental sustainability, mobility and community connectivity, or quality of life, and the benefits in that criterion are exceptional; or
- The SRT provides additional information to demonstrate that a criterion has benefits that are aligned with a “high” rating for one or more of the priority merit criteria listed above (whether or not the Merit Review Team assigned a “high” rating) and the benefits in that criterion would be exceptional.

Senior Operating Administration staff and OST staff may make recommendations to the SRT for which projects should advance based on exceptional benefits of a particular priority criterion.

Applications for the FY 2025 RAISE grant program that have identical project scope to applications that were submitted and evaluated under the FY 2024 Reconnecting Communities Neighborhoods Program competition and received the designation of “Reconnecting Extra,” will automatically advance for second-tier analysis if they receive an overall merit rating of “Recommended” and have at least one “High” rating in a priority criterion.

Second-tier analysis consists of:

- **Capital Projects**
 - Cost-Benefit Analysis
 - Project Readiness: (1) Environmental Risk Assessment; (2) Financial Completeness Assessment; and (3) Technical Capacity Assessment
- **Planning Projects**
 - Project Readiness: (1) Financial Completeness Assessment; and (2) Technical Capacity Assessment

Following completion of second-tier analysis, the SRT determines which projects are designated as Highly Rated.

Using the discretionary authority provided in statute, the Secretary selects projects from the Highly Rated List for award, consistent with the selection criteria and statutory requirements for geographic and modal diversity. The Secretary may, depending on the pool of qualified applications, seek to award at least one project per state or territory.

Projects for which an FY 2025 RAISE application is advanced by the Senior Review Team to the Highly Rated List, but that are not awarded, are automatically designated as “Projects of Merit.” Projects with this designation will be carried over into FY 2026 RAISE and considered by the SRT for advancement to the Highly Rated List, along with other FY 2026 applications eligible for advancement to the Highly Rated List.

Consistent with past practice and statute, the Department offers debriefs to applicants not selected for award to receive information about the RAISE project’s evaluation. Due to overwhelming demand, the Department is unable to provide a RAISE award to every competitive project that applies.

G. AWARD NOTICES

1. HOW PROJECT SELECTIONS ARE ANNOUNCED

The Department emails each successful applicant and posts all selections in Fact Sheets as well as an excel file on the [RAISE website](#).

- Notice of selection is **not** authorization to begin or to incur costs for the proposed project.
- Following that announcement, the RAISE program Office and relevant operating administration will contact the point of contact listed in the SF-424 to initiate development of the grant agreement.

2. ANNOUNCEMENT DATES

- Round 1: The selections of applications, designated as FY 2024 Projects of Merit awarded reserved funding under Round 1 of this NOFO, will be announced by January 13, 2025.
- Round 2: Selections under Round 2 of this NOFO, will be announced no later than June 28, 2025.

3. PRE-AWARD COSTS

Unless authorized by the Department in writing after announcement of FY 2025 RAISE selections, any costs incurred prior to the Department's obligation of funds for a project are ineligible for reimbursement and are ineligible cost share requirements.¹³

- Project costs incurred before project selections are announced cannot be paid for with funds from this competition.
- Funds must be used only for the specific purposes as outlined in the award letter and/or authorized by the Department.

4. REIMBURSABLE PROGRAM

Recipients of RAISE Grant awards will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds.

In general, RAISE Program funds are administered on a reimbursement basis. Grant recipients will generally be required to pay project costs upfront using their own funds, and then request reimbursement for those costs.

- RAISE funds will reimburse recipients only after a grant agreement has been executed, allowable expenses are incurred, and valid requests for reimbursement are submitted.

¹³ Pre-award costs are costs incurred after award announcement, but directly pursuant to the development of a grant agreement where such costs are necessary for efficient and timely performance of the scope of work, as determined by DOT. Costs incurred under an advance construction (23 U.S.C. 115) authorization before the DOT announces that a project is selected for a FY 2025 RAISE award cannot be charged to FY 2025 RAISE funds. Likewise, costs incurred under an FTA Letter of No Prejudice under Chapter 53 of title 49 U.S.C. before the DOT announces that a project is selected for a FY 2025 RAISE award, cannot be charged to FY 2025 RAISE funds.

- Obligation occurs when a selected applicant and the Department enter into a written grant agreement after the applicant has satisfied applicable local, State and Federal requirements.

If a recipient cannot complete a project on reimbursement basis, DOT will—on a case-by-case basis—consider recipient requests to use alternate payment methods as described in [2 CFR 200.305\(b\)](#), including advance payments.

H. POST-AWARD REQUIREMENTS AND ADMINISTRATION

1. ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS

i. Administrative Requirements

Please visit the [RAISE website](#) for the General Terms and Conditions for FY 2024 RAISE awards. The FY 2025 RAISE Terms and Conditions will be similar to the FY 2024 RAISE Terms and Conditions, but it will include relevant updates consistent with this notice.

All awards will be administered pursuant to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards found in 2 C.F.R part 200, as adopted by DOT at 2 C.F.R part 1201. Federal wage rate requirements included in subchapter IV of chapter 31 of title 40, U.S.C., apply to all projects receiving funds under this program, and apply to all parts of the project, whether funded with RAISE Grant funds, other Federal funds, or non-Federal funds.

In connection with any program or activity conducted with or benefiting from funds awarded under this notice, recipients of funds must comply with all applicable requirements of Federal law, including, without limitation, the Constitution of the United States; the conditions of performance, non-discrimination requirements, and other assurances made applicable to the award of funds in accordance with regulations of the Department of Transportation; and applicable Federal financial assistance and contracting principles promulgated by the Office of Management and Budget. In complying with these requirements, recipients, in particular, must ensure that no concession agreements are denied or other contracting decisions made on the basis of speech or other activities protected by the First Amendment. If DOT determines that a recipient has failed to comply with applicable Federal requirements, DOT may terminate the award of funds and disallow previously incurred costs, requiring the recipient to reimburse any expended award funds.

Additionally, applicable Federal laws, rules and regulations of the relevant operating administration administering the project will apply to the projects that receive RAISE grant awards, including planning requirements, Service Outcome Agreements, Stakeholder Agreements, Buy America compliance, and other requirements under DOT's other highway, transit, rail, and port grant programs. For projects that are eligible under RAISE but are not eligible under DOT's other programs or projects that are eligible under multiple DOT programs, the RAISE program will determine the appropriate requirements to ensure the project is delivered consistent with program and Department goals. In particular, Executive Order 14005 directs the Executive Branch Departments and agencies to maximize the use of goods, products, and materials produced in, and services offered in, the United States through the terms and conditions of Federal financial assistance awards. If selected for an award, grant recipients must be prepared to demonstrate how they will maximize the use of domestic goods, products, and materials in constructing their project. RAISE grant projects involving vehicle acquisition must involve only vehicles that comply with applicable Federal Motor Vehicle Safety Standards and Federal Motor Carriers Safety Regulations, or vehicles that are exempt from Federal Motor

Vehicle Safety Standards or Federal Motor Carrier Safety Regulations in a manner that allows for the legal acquisition and deployment of the vehicle or vehicles.

For projects administered by FHWA, applicable Federal laws, rules, and regulations set forth in Title 23 U.S.C. and Title 23 C.F.R generally apply, including the 23 U.S.C. 129 restrictions on the use of toll revenues, and Section 4(f) preservation of parklands and historic properties requirements under 23 U.S.C. 138. For an illustrative list of the other applicable laws, rules, regulations, executive orders, polices, guidelines, and requirements as they relate to a RAISE grant project administered by the FHWA, please see the [RAISE website](#).

For RAISE projects administered by the Federal Transit Administration and partially funded with Federal transit assistance, all relevant requirements under chapter 53 of title 49 U.S.C. apply. For transit projects funded exclusively with RAISE grant funds, some requirements of chapter 53 of title 49 U.S.C. and chapter VI of title 49 CFR apply.

For projects administered by the Federal Railroad Administration, all relevant requirements under 49 U.S.C. § 22905 apply.

ii. Program Requirements

Climate Change and Environmental Justice Impact Consideration

Each applicant selected for RAISE grant funding must demonstrate effort to consider climate change and environmental justice impacts as described in the Application Review Information section, consistent with Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities in the Criteria section.

Racial Equity and Barriers to Opportunity

Each applicant selected for RAISE grant funding must demonstrate effort to improve racial equity and reduce barriers to opportunity as described in the Application Review Information section, consistent with Executive Order 14091, *Further Advancing Racial Equity and Support for Underserved Communities Through the Federal Government*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in the Criteria section.

Labor and Workforce

Each applicant selected for RAISE grant funding must demonstrate, to the full extent possible consistent with the law, an effort to create good-paying jobs with the free and fair choice to join a union and incorporation of strong labor standards as described in the Application Review Information section, consistent with Executive Order 14025, *Worker Organizing and Empowerment*, and Executive Order 14052, *Implementation of the Infrastructure Investment and Jobs Act*. In the grant agreement, applicants will be required to memorialize commitments they have made in their applications in one or more of the activities listed in the Criteria section.

Critical Infrastructure Security, Cybersecurity, and Resilience

It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including both physical and cyber threats, consistent with the -

National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22). Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, efforts to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department of Homeland Security, will be required to do so before receiving funds.

Domestic Preference Requirements

As expressed in Executive Order 14005, ‘Ensuring the Future Is Made in All of America by All of America’s Workers’ (86 FR 7475), the executive branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in, the United States. Funds made available under this notice are subject to domestic preference requirements based on the Operating Administration that administers the project, including 23 U.S.C. 313 (FHWA projects); 49 U.S.C. 5323(j) (FTA projects); 49 U.S.C. 22905(a) (FRA projects); and section 70914(a) of the Build America, Buy America Act (all projects). The Department expects all applicants to comply without needing a project-specific waiver for domestic preference requirements.

Civil Rights and Title VI

As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR § 21), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT’s and the applicable Operating Administrations’ Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.

Federal Contract Compliance

As a condition of grant award all Federally assisted contractors are required to make good faith efforts to meet the goals of EO 11246, *Equal Employment Opportunity* (30 FR 12319, and as amended). Under Section 503 of the Rehabilitation Act and its implementing regulations, affirmative action obligations for certain contractors include an aspirational employment goal of 7 percent workers with disabilities.

The [U.S. Department of Labor’s Office of Federal Contract Compliance Programs](#) (OFCCP) is charged with enforcing Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974. OFCCP has a Mega Construction Project Program through which it engages with project sponsors as early as the design phase to help promote compliance with non-discrimination and affirmative action obligations. OFCCP will identify projects that receive an award under this notice and are required to participate in OFCCP’s Mega Construction Project Program from a wide range of Federally assisted projects over which OFCCP has jurisdiction and that have a project cost above

\$35 million. DOT will require project sponsors with costs above \$35 million that receive awards under this funding opportunity to partner with OFCCP, if selected by OFCCP, as a condition of their DOT award.

Project Signage and Public Acknowledgements

Recipients are encouraged for construction and non-construction projects to post project signage and to include public acknowledgments in published and other collateral materials (e.g., press releases, marketing materials, website, etc.) satisfactory in form and substance to DOT, that identifies the nature of the project and indicates that “the project is funded by the Infrastructure Investment and Jobs Act.” In addition, recipients employing project signage are required to use the official Investing in America emblem in accordance with the [Investing in America Emblem Style Guide](#). Costs associated with signage and public acknowledgments must be reasonable and limited. Signs or public acknowledgments should not be produced, displayed, or published if doing so results in unreasonable cost, expense, or recipient burden. The Recipient is encouraged to use recycled or recovered materials when procuring signs.

2. REPORTING

i. Progress Reporting on Grant Activities

Each applicant selected for RAISE grant funding must submit quarterly progress reports and Federal Financial Reports (SF-425) to monitor project progress and ensure accountability and financial transparency in the RAISE grant program.

ii. Performance Reporting

Each applicant selected for RAISE grant funding must collect and report to the DOT information on the project’s performance based on performance indicators DOT identifies related to program goals (e.g., travel time savings, greenhouse gas emissions, passenger counts, level of service, etc.) and other information as requested by DOT. Performance indicators should include measurable goals or targets that DOT will use internally to determine whether the project meets program goals, and grant funds achieve the intended long-term outcomes of the RAISE Grant Program. To the extent possible, performance indicators used in the reporting should align with the measures included in the application and should relate to at least one of the selection criteria defined in the Criteria section. Performance reporting continues for several years after project construction is completed, and DOT does not provide RAISE grant funding specifically for performance reporting. RAISE grant performance measures are posted on the [RAISE website](#).

iii. Program Evaluation

As a condition of grant award, RAISE grant recipients may be required to participate in an evaluation undertaken by DOT, or another agency or partner. The evaluation may take different forms such as an implementation assessment across grant recipients, an impact and/or outcomes analysis of all or selected sites within or across grant recipients, or a benefit/cost analysis or assessment of return on investment. The Department may require applicants to collect data elements to aid the evaluation. As a part of the evaluation, as a condition of award, grant

recipients must agree to: (1) make records available to the evaluation contractor; (2) provide access to program records, and any other relevant documents to calculate costs and benefits; (3) in the case of an impact analysis, facilitate the access to relevant information as requested; and (4) follow evaluation procedures as specified by the evaluation contractor or DOT staff.

Recipients and sub-recipients are also encouraged to incorporate program evaluation including associated data collection activities from the outset of their program design and implementation to meaningfully document and measure the effectiveness of their projects and strategies. Title I of the Foundations for Evidence-Based Policymaking Act of 2018 (Evidence Act), Pub. L. No. 115–435 (2019) urges Federal awarding agencies and Federal assistance recipients and subrecipients to use program evaluation as a critical tool to learn, to improve equitable delivery, and to elevate program service and delivery across the program lifecycle. Evaluation means “an assessment using systematic data collection and analysis of one or more programs, policies, and organizations intended to assess their effectiveness and efficiency” (codified at 5 U.S.C. § 311). For grant recipients, evaluation expenses are allowable costs (either as direct or indirect), unless prohibited by statute or regulation, and such expenses may include the personnel and equipment needed for data infrastructure and expertise in data analysis, performance, and evaluation (2 CFR § 200). Credible program evaluation activities are implemented with relevance and utility, rigor, independence and objectivity, transparency, and ethics (OMB Circular A-11, Part 6 Section 290).

iv. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of a selected applicant’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the applicant during that period of time must maintain the currency of information reported to the SAM that is made available in FAPIIS about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

I. FEDERAL AWARDING AGENCY CONTACT(S)

For further information concerning this notice please contact the RAISE grant program staff via e-mail at RAISEgrants@dot.gov. In addition, DOT will post answers to questions and requests for clarifications on the [RAISE website](#). To ensure applicants receive accurate information about eligibility or the program, the applicant is encouraged to contact DOT directly, rather than through intermediaries or third parties, with questions. DOT staff may also conduct briefings on the RAISE grant selection and award process upon request.

J. OTHER INFORMATION

1. PROTECTION OF CONFIDENTIAL BUSINESS INFORMATION

All information submitted as part of or in support of any application shall use publicly available data or data that can be made public and methodologies that are accepted by industry practice and standards, to the extent possible. If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application. For the separate document containing confidential information, the applicant must do the following: (1) state on the cover of that document that it “Contains Confidential Business Information (CBI);” (2) mark each page that contains confidential information with “CBI;” (3) highlight or otherwise denote the confidential content on each page; and (4) at the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm. DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a Freedom of Information Act (FOIA) request for the information that the applicant has marked in accordance with this section, DOT will follow the procedures described in its FOIA regulations at 49 CFR § 7.29. Only information that is in the separate document, marked in accordance with this section, and ultimately determined to be confidential under § 7.29 will be exempt from disclosure under FOIA.

2. PUBLICATION AND SHARING OF APPLICATION INFORMATION

Following the completion of the selection process and announcement of awards, the Department intends to publish a list of all applications received along with the names of the applicant organizations and funding amounts requested. Except for the information properly marked as described in the Protection of Confidential Business Information section, The Department may make application narratives publicly available or share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program’s objectives.



Pete Buttigieg

Issued in Washington D.C. on November 1, 2024



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-884

FROM:	Stephanie Hollinghead, Chief
	Nicole Love, Grants Coordinator
SUBJECT:	The City Council accepts equipment, installation and training of two (2) complete Vesta Positions for the Fairhope Police Department from Baldwin County 911 District. This equipment is needed to improve the communication interface and reduce the time necessary to obtain and share critical caller information between Baldwin County 911 and the Fairhope Police Department. Baldwin County 911 will also provide the first year of Motorola Solutions Services support. The total amount of the equipment and services is \$70,501.85, all provided free of cost. After the first year, Fairhope PD will be responsible for the annual cost of \$6,225.00.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

Approval of Resolution he City Council accepts equipment, installation and training of two (2) complete Vesta Positions for the Fairhope Police Department from Baldwin County 911 District.

BACKGROUND INFORMATION:

Baldwin County 911 District has been installing this equipment around the County for other municipalities. While the attached letter is written as a grant, we did not apply for anything and there is no federal money attached to this and we are not receiving any money. 911 has this money allocated for the specific purpose of purchasing and installing the equipment. The company will come to Fairhope PD and install and train PD staff. 911 will pay for the first year of the support service and PD will pay for subsequent years. This equipment is needed to improve the communication interface and reduce the time necessary to obtain and share critical caller information between Baldwin County 911 and the Fairhope Police Department.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001150-	Police -	N/A	N/A	N/A

50380 Line 40	Communications			
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Annual service cost of \$6,225.00 will be included in FY26 Budget. No costs to COF for first year. The equipment will be recorded in our capital asset system and equipment cost as a donation.

GRANT:

None

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):

RESOLUTION NO. ____

**AUTHORIZING THE ACCEPTANCE OF A BALDWIN COUNTY
EMERGENCY COMMUNICATION VESTA GRANT AWARD**

WHEREAS, Code of Alabama § 11-98-4(f)(7) provides authority for the Baldwin County 911 District to award grants relative to dispatching equipment and services for municipalities; and

WHEREAS, Baldwin County 911 selected the City of Fairhope's Police Department to receive a grant for acquisition of equipment for the installation of two (2) complete Vesta Positions; and

WHEREAS, The equipment, installation and training will be provided by RPPS/INdigital at a total cost to Baldwin County 911 of \$63,101.85 which include the initial one year of Motorola Solutions Services system support of \$7,400.00.

WHEREAS, The Fairhope Police Department will be responsible for providing the annual recurring support cost of approximately \$6,225.00 for year two and beyond.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope accepts the Baldwin county Emergency Communication Vesta Grant in the amount of \$63,101.85 (includes equipment, installation, training and the initial year of system support; and will allocate the necessary funds for the recurring annual support cost.

Adopted on this 19th day of December, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RAYMOND LOVELL
Chairman
ANTHONY LOWERY
Vice Chairman
ROY GLENN
Secretary/Treasurer

KRISTI STAMNES
DIRECTOR



PAUL MUELLER
AL TOLBERT
MARK SEALY
DAVID WILSON

MARK D. RYAN
General Counsel

911 Telecommunicator Circle
Robertsdale, AL 36567
251-947-3911

December 5, 2024

Chief Stephanie Hollinghead
Fairhope Police Department
161 North Section Street
Fairhope, AL 36532
Via Email Only – stephanie.hollinghead@fairhopeal.gov

Re: Baldwin County Emergency Communication District Vesta Grant Award

Dear Chief Hollinghead:

Baldwin County 911 is very pleased to formally notify you of your agency's selection to receive a grant for the acquisition of equipment for the installation of two (2) complete Vesta Positions with the Fairhope Police Department. Code of Alabama §11-98-4 (f)(7) provides authority for the Baldwin County 911 District to award grants relative to dispatching equipment and services for municipalities. Currently, Baldwin County 911 transfers calls to the Fairhope Police Department via an administrative line without the capability of transferring ALI (Automatic Location Identification) records or CAD information collected by the 911 call taker. The enhanced Vesta Positions will provide for the automated transfer of ALI records and CAD information associated with emergency calls to the FPD, greatly improving the communication interface and reducing the time necessary to obtain and share critical caller information.

The equipment, installation and training will be provided by RPSS/INdigital at a total cost to Baldwin County 911 of Sixty-Three Thousand One Hundred One Dollars and Eighty-Five Cents (\$63,101.85), which includes the initial year of Motorola Solutions Services system support of Seven Thousand Four Hundred Dollars (\$7,400.00). The Fairhope Police Department would be responsible for providing the annual recurring support cost of approximately Six Thousand Two Hundred Twenty-Five Dollars (\$6,225.00) for year two and beyond. Additionally, FPD would be required to furnish CAT 6 connecting cables, an equipment rack/enclosure and upgraded monitors to display the data at your call stations. We anticipate that the equipment installation and training should occur by January 13, 2025.

The Baldwin County 911 Board is pleased to be able to provide this important enhancement to the Fairhope Police Department, increasing the level of emergency service to the members of your community and law enforcement team.

Please let me know if you have any questions regarding this Grant Award and congratulations!

Sincerely,

Kristi Stamnes

Kristi Stamnes, Director



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-888

FROM:	Jeff Montgomery
SUBJECT:	The I.T. Director, Jeff Montgomery, requests approval to procure the annual renewal of support/subscriptions for the firewall.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

To approve this procurement for the Annual Renewal of Firewall Support/Subscriptions at a cost of \$66,568.04.

BACKGROUND INFORMATION:

Three renewal will include Palo Alto Networks GlobalProtect Subscription - Qty 2 (\$4,029.14 each; Palo Alto Networks Advanced Wildfire Subscription - Qty 2 (\$6,027.98 each); Palo Alto Networks Advanced Threat Prevention Subscription - Qty 2 (\$7,009.48 each); Palo Alto Networks Advanced URL Filtering Subscription - Qty 2 (\$7,009.48 each); Palo Alto Networks Premium Support - Qty 2 (\$5,178.80 each); Palo Alto GlobalProtect Subscription - Qty 1 (\$4,029.14 each); Palo Alto Networks DNS Security Subscription - Qty 1 (\$4,029.14 each);

The total cost for the year will be Sixty-Six Thousand Five Hundred Sixty-Eight Dollars and Four Cents (\$66,568.04).

This will be purchased through the purchasing cooperative NASPO (Contract #AR3229) with Clear Winds Technologies and therefore does not have to be let out to bid.

2024 Cost was \$52,230.24

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001160-50300	IT - Computer Expense	\$58,000.00	\$66,568.04	(\$8,568.04)

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 approved the procurement of the Annual Renewal of Palo Alto Support/Subscriptions for the Firewall that is on NASPO (Contract #AR3229) with Clear Winds Technologies and therefore does not have to be let out to bid. The total amount not-to-exceed \$66,568.04.

ADOPTED ON THIS 19TH DAY OF DECEMBER, 2024

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



We have prepared a quote for you

Palo Alto PA-3250 Renewal

Quote # 049331
Version 1

Prepared for:

City of Fairhope

Jeff Montgomery
jeff.montgomery@cofairhope.com

Software

Description	Price	Qty	Ext. Price
PAN-PA-3250-GP-HA2-R Palo Alto Networks GlobalProtect Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005633 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$4,029.14	1	\$4,029.14
PAN-PA-3250-DNS-HA2-R Palo Alto Networks DNS Security Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005633 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$4,029.14	1	\$4,029.14
PAN-PA-3250-AWF-HA2-R Palo Alto Networks Advanced WildFire Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005633 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$6,027.98	1	\$6,027.98
PAN-PA-3250-ATP-HA2-R Palo Alto Networks Advanced Threat Prevention Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005633 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$7,009.48	1	\$7,009.48
PAN-PA-3250-ADVURL-HA2-R Palo Alto Networks Advanced URL Filtering Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005633 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$7,009.48	1	\$7,009.48

Software

Description	Price	Qty	Ext. Price
PAN-SVC-PREM-3250-R Palo Alto Networks Premium Support Renewal - PA-3250 - 1 Year Serial # - 016301005633 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$5,178.80	1	\$5,178.80
PAN-PA-3250-GP-HA2-R Palo Alto Networks GlobalProtect Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005688 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$4,029.14	1	\$4,029.14
PAN-PA-3250-DNS-HA2-R Palo Alto Networks DNS Security Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005688 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$4,029.14	1	\$4,029.14
PAN-PA-3250-AWF-HA2-R Palo Alto Networks Advanced WildFire Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005688 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$6,027.98	1	\$6,027.98
PAN-PA-3250-ATP-HA2-R Palo Alto Networks Advanced Threat Prevention Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005688 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$7,009.48	1	\$7,009.48

Software

Description		Price	Qty	Ext. Price
PAN-PA-3250-ADVURL-HA2-R	Palo Alto Networks Advanced URL Filtering Subscription for Device in an HA Pair Renewal - PA-3250 - 1 Year Serial # - 016301005688 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$7,009.48	1	\$7,009.48
PAN-SVC-PREM-3250-R	Palo Alto Networks Premium Support Renewal - PA-3250 - 1 Year Serial # - 016301005688 Coverage Dates - 2-JAN-25 thru 1-JAN-26 NASPO Contract # AR3229	\$5,178.80	1	\$5,178.80

Subtotal: **\$66,568.04**

Palo Alto PA-3250 Renewal

Prepared by:

Clear Winds Technologies

Joey Hopkins
(205) 413-8323
jhopkins@clearwinds.net

Prepared for:

City of Fairhope

555 South Section St
Fairhope, AL 35632
Jeff Montgomery
(251) 990-0135
jeff.montgomery@cofairhope.com

Quote Information:

Quote #: 049331

Version: 1
Delivery Date: 12/10/2024
Expiration Date: 01/09/2025

Quote Summary

Description	Amount
Software	\$66,568.04
Total: \$66,568.04	

PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - PRICE DOES NOT INCLUDE TAXES OR DELIVERY COSTS - ALL DELIVERY, TRAINING OR CONSULTING SERVICES TO BE BILLED AT PUBLISHED RATES FOR EACH ACTIVITY INVOLVED - SERVICE COSTS ARE ESTIMATED BASED ON OUR KNOWLEDGE OF THE PROJECT - WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY OR FITNESS OF PURPOSE, DAMAGES RELATED TO THIS AGREEMENT. - ALL ACTUAL EXPENSES (INCLUDING TRAVEL, CAR RENTAL AND OTHER COMMONLY ACCEPTED EXPENSES) WILL BE INVOICED. - FIRST PAYMENT OF 50% OF TOTAL IS DUE UPON SIGNATURE. EQUIPMENT AND SOFTWARE WILL BE ORDERED WHEN THE PAYMENT IS RECEIVED. - INVOICES ARE PAYABLE ON RECEIPT. ALL SUMS NOT PAID WHEN DUE SHALL ACCRUE INTEREST DAILY AT THE ANNUAL RATE OF 18%. - MINIMUM 15% RESTOCKING FEE WITH ORIGINAL PACKAGING. - THE CLIENT AGREES NOT TO HIRE ANY CLEAR WINDS' PERSONNEL FOR A PERIOD OF EIGHTEEN MONTHS AFTER THE COMPLETION OF THIS AGREEMENT AND ANY CHANGE ORDERS WITHOUT WRITTEN CONSENT FROM CLEAR WINDS. SHOULD ANY CLEAR WINDS PERSONNEL BE HIRED BY THE CLIENT OR ANY OF ITS SUBSIDIARIES DURING THE EIGHTEEN MONTH PERIOD AFTER THE PERSON'S EMPLOYMENT ENDS AT CLEAR WINDS, THE CLIENT AGREES TO PAY 100% OF THAT EMPLOYEE'S ANNUAL INCOME TO CLEAR WINDS FOR THE COST OF REPLACING THAT EMPLOYEE. - REFERENCE THE FOLLOWING DOCUMENTS: CWT-0102 FOR ITOPS MANAGED SERVICES, CWT- 0103 FOR ITOPS ONLINE BACKUP, CWT-0104 FOR ITOPS DISASTER RECOVERY, CWT-0161 FOR VIRTUALIZATION IMPLEMENTATION AND CWT-9999 FOR NORMAL TERMS AND CONDITIONS.

Clear Winds Technologies

City of Fairhope

Signature: _____

Name: Joey Hopkins

Title: Inside Sales

Date: 12/10/2024

Signature: _____

Name: Jeff Montgomery

Date: _____



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 12/10/24

Department: IT

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

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

QUOTES

Vendor Name	Vendor Quote
1. <u>Clearwinds (NASPO AR3229)</u>	\$ <u>66,568.04</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Phase I - Police and City Hall
2. What is the total cost of the item or service? 199,791.80
3. How many do you need? 1
4. Item or Service Is: ☐ New ☐ Used ☐ Replacement ☒ Annual Request
5. Vendor Name (Lowest Quote): Clearwinds
6. Vendor Number: 442

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☒ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? 58k, the rest can be pulled from graylog renewal. This will not be renewed this year.
3. Budget code: 001160- 50300

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2025-890

FROM:	Marcus McDowell, City Attorney
	Stephanie Hollinghead, Chief
SUBJECT:	Temporarily suspends Ordinance No. <u>1425</u> from noon on December 31, 2024, to noon on January 1, 2025, for purposes of New Year's Celebration Activities.
AGENDA DATE:	December 19, 2024

RECOMMENDED ACTION:

That the City Council adopts Resolution to temporarily suspends Ordinance No. 1425 from noon on December 31, 2024, to noon on January 1, 2025, for purposes of New Year's Celebration Activities.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
		\$___	\$___	(\$___)

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):

RESOLUTION NO. ____

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope hereby temporarily suspends Ordinance No. 1425 from noon on December 31, 2024 to noon on January 1, 2025 for purposes of New Year's Celebration Activities.

ADOPTED THIS 13TH DAY OF OCTOBER, 2014

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1425

**AN ORDINANCE TO AMEND AND ADD TO CHAPTER 4
ALCOHOLIC BEVERAGES, ARTICLE I. IN GENERAL,
SECTION 4-2, RELATING TO HOURS OF SALE,
FAIRHOPE CODE OF ORDINANCES**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 4
Alcoholic Beverages, Article I, Section 4-2, is hereby amended to reflect
the following changes and additions:

Article I. – IN GENERAL

Section 4-2. Hours of Sale Regulated; Penalty.

(a) It shall be unlawful for any person holding a license issued by the state alcoholic beverage control board or a license issued by the city for the purpose of selling alcoholic beverages for consumption on premises and curtilage thereof, excluding private clubs, to exchange, barter, give or sell any alcoholic beverages to the general public during the following hours and days: Sunday through Wednesday from 12:00 a.m. (midnight) to 7:00 a.m.; and Thursday, Friday, and Saturday from 2:00 a.m. to 7:00 a.m.

(b) Upon conviction of violating this section, in addition to the penalty prescribed in section 1-8, any license issued by the city shall be revoked instantler.

(c) Any individual, business and/or group who plan to host an event that is not on a holiday as defined in this ordinance and that will not adhere to the rules and regulations set forth in this ordinance shall be allowed to obtain two (2) special event permits each year. Holidays, as defined in this section are: New Years Eve/New Year Day, Mardi Gras (dates specific to each parading organization permitted by the City of Fairhope, including Mardi Gras Day), St. Patrick's Day, Arts and Crafts (third weekend of March each year, Friday and Saturday only), Cinco de Mayo, Halloween, Thanksgiving Day, and the Fourth of July.

(d) The individual, business and/or group obtaining two (2) special event permits must complete an application with specifics on the requested event and must have written permission of two-thirds (2/3) of businesses/residents within three hundred (300) feet of said event and one hundred (100) percent of the businesses/residents within three hundred (300) feet of said event must be notified of the event. Application, petition and/or written permission, and notifications must be submitted to the City of Fairhope eight (8) weeks prior to the event.

(e) These two (2) special events will require review by the Chief of Police or his/her designee to determine if security is to be provided. If it is determined that security is needed, it must be provided thirty (30) minutes prior to the event and one hour after the event ends.

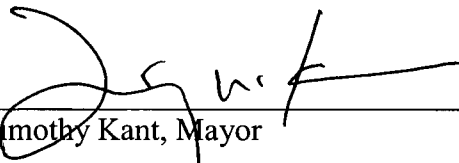
Ordinance No. 1425

Page – 2 –

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

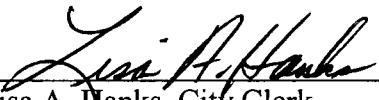
Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 24TH DAY OF MAY, 2010



Timothy Kant, Mayor

ATTEST:



Lisa A. Hanks, City Clerk

Ord. No. 1425 Published in
THE FAIRHOPE COURIER
on Saturday May 29, 2010
 City Clerk