

Sponsor: Cole

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the attached Sanitary Sewer Extension Agreement between the City of Florence and Marina Mar Florence, LLC, is hereby approved, ratified and confirmed.

BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF THE CITY OF FLORENCE, ALABAMA, that the Mayor and City Clerk are hereby authorized to execute and attest said Agreement on behalf of the City of Florence.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CITY COUNCIL

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
MAYOR

ADOPTED & APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
CITY CLERK - TREASURER

## SANITARY SEWER EXTENSION AGREEMENT

THIS SANITARY SEWER EXTENSION AGREEMENT ("Agreement") was executed as of \_\_\_\_\_, 2025, by the City of Florence, Alabama, a municipal corporation ("City"), and Marina Mar Florence, LLC ("Developer").

### RECITALS:

- A. Developer owns certain Parcel number 1608270003003002 in the City of Florence, Alabama ("Property"), on which it plans to develop a new restaurant ("Project").
- B. In connection with its proposed development of the Project, Developer wishes to extend the City's sanitary sewer to the Property (hereinafter the "Public Improvements") as more particularly described in the Sewer Cost Sharing Application attached here as Exhibit (A) and incorporated herein by reference.
- C. The Developer has agreed to cause the Public Improvements to be installed and completed in connection with the development of the Project pursuant to the terms and provisions set forth in this Agreement.
- D. The Developer acknowledges and has agreed that no property lying outside the corporate limits of the City can be served by or will be connected to the City's sanitary sewer system.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer hereby agree as follows:

1. Public Improvements: The foregoing Recitals are acknowledged to be true and correct and are incorporated herein by this reference. The Developer hereby agrees to cause the Public Improvements to be constructed in accordance with the following provisions:

(a) Engineering: The City will provide the Developer with a 30% plan/drawing for the Public Improvements, and Developer's engineer will prepare a complete set of plans and specifications for the Public Improvements to submit to the City. The City will review the completed plans and notify Developer of any changes necessary to proceed with the Public Improvements.

(b) Construction of Public Improvements: Developer will supervise and direct construction of the Public Improvements, will be responsible for the means, methods, techniques, sequences, and procedures of construction, and will be responsible for acquiring all necessary permits. The City and its engineers will inspect the construction of the Public Improvements to ensure that they are built to the City's specifications.

(c) Public Nature: The City and Developer agree that the City will require permanent access to the Public Improvements for use and maintenance, and Developer shall

convey and deed to the City all of the necessary easements for this purpose. The Public Improvements shall be and remain the property of the City.

(d) Cost: Developer is solely responsible for its engineering costs. Developer is also solely responsible for the cost of construction of the Public Improvements during the construction phase.

2. City Covenants: As a material inducement to the Developer's execution, delivery, and performance of this Agreement and agreement to construct the Public Improvements, Developer and the City further agree that City will reimburse to the Developer the cost of the Public Improvements up to an amount not exceeding \$250,000.00 provided the following conditions are met:

(a) The Developer completes the Public Improvements to the City's specifications.

(b) The Developer provides the City with an itemized invoice from the contractor that constructs the Public Improvements showing the exact cost of the Public Improvements.

(c) The Developer conveys and deeds to the City all of the necessary easements in forms satisfactory to the City.

3. Miscellaneous Provisions: The following additional provisions are part of this Agreement:

(a) Cumulative Rights: The rights and remedies of the parties set forth herein shall be in addition to any other right or remedy now or hereafter provided by law. All rights and remedies shall be cumulative and not exclusive of each other. Each party may exercise its rights and remedies at such times, in such order, to such extent and as often as each deems advisable. Each party may exercise its rights and remedies regardless of whether the exercise of one right or remedy precedes, concurs with or succeeds the exercise of another right or remedy. A single or partial exercise of a right or remedy shall not preclude a further exercise of the right or remedy or the exercise of another right or remedy. No delay or omission in exercising a right or remedy shall exhaust or impair the right or remedy or constitute a waiver of an event of default. No waiver of an event of default shall be effective unless it is in writing.

(b) Benefit of Agreement: This Agreement may not be assigned by either party without the other party's prior written consent, but shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legatees, executors, administrators, successors and permitted assigns, and no other person shall acquire or have any right under or by virtue of this Agreement.

(c) No Partnership: Nothing in this Agreement shall be construed to create a partnership or joint venture between the City and the Developer.

(d) Headings: The headings of the Sections of this Agreement are inserted for convenience or reference only, and shall not be construed as part of this Agreement, and shall in no way be construed as defining, limiting or affecting the scope or intent of the provisions of this Agreement.

(e) Necessary Action: Each party hereto hereby agrees that such party shall execute and deliver any documents and shall perform any further acts as may be reasonably necessary to carry out the provisions of this Agreement.

(f) Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Alabama, without giving effect to its choice of law provisions. Any action to enforce a provision of this Agreement shall be filed and prosecuted exclusively in the Circuit Court of Lauderdale County, Alabama.

(g) Amendment: This Agreement may be changed only by an instrument in writing signed by the parties hereto.

(h) Waiver: Any failure by either party at any time or from time to time to enforce and require the strict performance of any of the terms and conditions of this Agreement shall not constitute a waiver on that occasion and shall not constitute a waiver of the same or similar term or condition at any future time. All waivers must be in writing and signed by each party hereto.

(i) Entire Agreement: This Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter hereof, and supersedes all prior agreements and understandings relating to the subject matter hereof. No agreements, understandings, warranties or representations relating to the subject matter hereof exist between the parties hereto other than those set forth herein.

**City:**

THE CITY OF FLORENCE, ALABAMA, a municipal corporation

By: \_\_\_\_\_  
Its: Mayor

ATTEST:

By: \_\_\_\_\_  
Its: City Clerk-Treasurer

**Developer:**

SHOALS COMMERCIAL LLC  
By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Its: \_\_\_\_\_

# EXHIBIT (A)



## SEWER COST SHARING APPLICATION

Return to:  
Florence Water/Wastewater Department  
P.O. Box 1023  
Florence, AL 35631-1023

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### Applicant Information

Marina Mar Florence, LLC  
5111 Maryland Way, Suite 201  
Brentwood, TN 37027  
615-972-2233

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### Project Information

*Include parcel ID, and businesses or industries to be served by the proposed sewer line extension.*

Parcel # 1608270003003002  
New Resturant Located on above Parcel  
Sewer Extension would run along Hwy 72 to sky park road pump station  
Estimated Cost will be \$500,000 to \$550,000

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### Distribution

Water/Sewer Engineering  
Building Department  
Planning Department  
City Engineering  
Business Development

11/25/2024

## Departmental Reviews

(Official Use Only)

Water/Sewer  Eligible  Non-Eligible

Include  
comments to  
justify or  
reason(s) for  
rejection

*Notes attached*

Reviewed By: *Tad Cole*

Building Dept.  Eligible  Non-Eligible

Include  
comments to  
justify or  
reason(s) for  
rejection

*In agreement with Water Department*

Reviewed By: *Gary Williamson*

Planning  
Dept.  Eligible  Non-Eligible

Include  
comments to  
justify or  
reason(s) for  
rejection

*Notes attached*

Reviewed By: *Melissa Bailey*

### Recommend funding to the City Council

Water/Wastewater Manager



Date:

*11/26/24*

Mayor



Date:

*11/26/24*

July 23, 2024

Mr. Roger Brown  
Nashville Capital Group, LLC  
5111 Maryland Way #201  
Brentwood, TN 37027

RE: Marina Mar Sewer Extension

Roger:

We have completed preliminary (30%) design for the proposed lift station and force main to serve the Marina Mar development. Attached are the following:

- 1) Drawing of a typical lift station for this application.
- 2) Preliminary plan and profile sheets for the force main.
- 3) Preliminary construction and total project cost estimates.

Requirements and preliminary design conditions for the lift station include:

|                       |  |
|-----------------------|--|
| Flow, gpm             | 80   |
| TDH, ft               | 60   |
| Pumps                 | Duplex Grinders (1 + Standby)              |
| Wetwell & Valve Vault | FRP  |
| Electrical Service    | 208V/3 Ph                                  |
| Acceptable Suppliers  | Pump & Process, JH Wright, or Morrow Water |

Specifics for the force main include:

|                               |   |
|-------------------------------|---|
| Diameter                      | 4"  |
| Material                      | Ductile Iron if on State ROW or<br>SDR 26 PVC if on dedicated 15' min. easement |
| Minimum Cover                 | 30"   |
| Air Relief Valve Manufacturer | ARI   |

Flow estimates were based upon the following:

|                                   |  |
|-----------------------------------|--|
| Full-Service Restaurants          | 560 seats (40 gpd/seat)                                |
| Marina with Bathhouse             | 83 slips (30 gpd/slip)                                 |
| Ship/Shore Store                  | 1200 sf (60 gpd/100 sf)                                |
| Townhouses <u>or</u> Retail Space | 10 (200 gpd each) <u>or</u> 20,000 sf (125 gpd/1000sf) |
| Peaking Factor                    | 4.0  |
| Capacity of Sky Park Rd LS        | 100 gpm  |

Based upon the available information we have on the Highway 72 State ROW, an ALDOT permit will be required. If a utility easement is granted as shown in the attached plans, a permit may only be required



RE: Marina Mar Sewer Extension  
Mr. Roger Brown  
July 23, 2024 | Page 2

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for the bore at Sky Park Road. If a utility easement is not provided, the entire route within the State ROW will have to be surveyed and permitted. If at all possible, we'd recommend installing the force main within an easement as shown. This approach will be much quicker and less expensive.

Please let me know if you have any questions.

Sincerely,  
Engineers of the South, LLC



Robert E. Pride, PE  
Principal Engineer

Attachments: Drawing of Typical Lift Station  
Preliminary Plan and Profile Sheets for Force Main  
Preliminary Construction Cost Estimate

CC File: P:\Misc Projects\NC-2410 Marina Mar Sewer Extension\Correspondence\Outgoing\R Brown Prelim 7-23-24.docx







PRELIMINARY,  
NOT FOR  
CONSTRUCTION,  
RECORDING  
OR  
IMPLEMENTATION

| NO. | DATE | REVISIONS |
|-----|------|-----------|
|     |      |           |
|     |      |           |
|     |      |           |

NASHVILLE CAPITAL GROUP  
MAYNARD LIFT STATION & FORCE MAIN

PROJECT NO.  
2014-000000

DATE  
JULY 2014

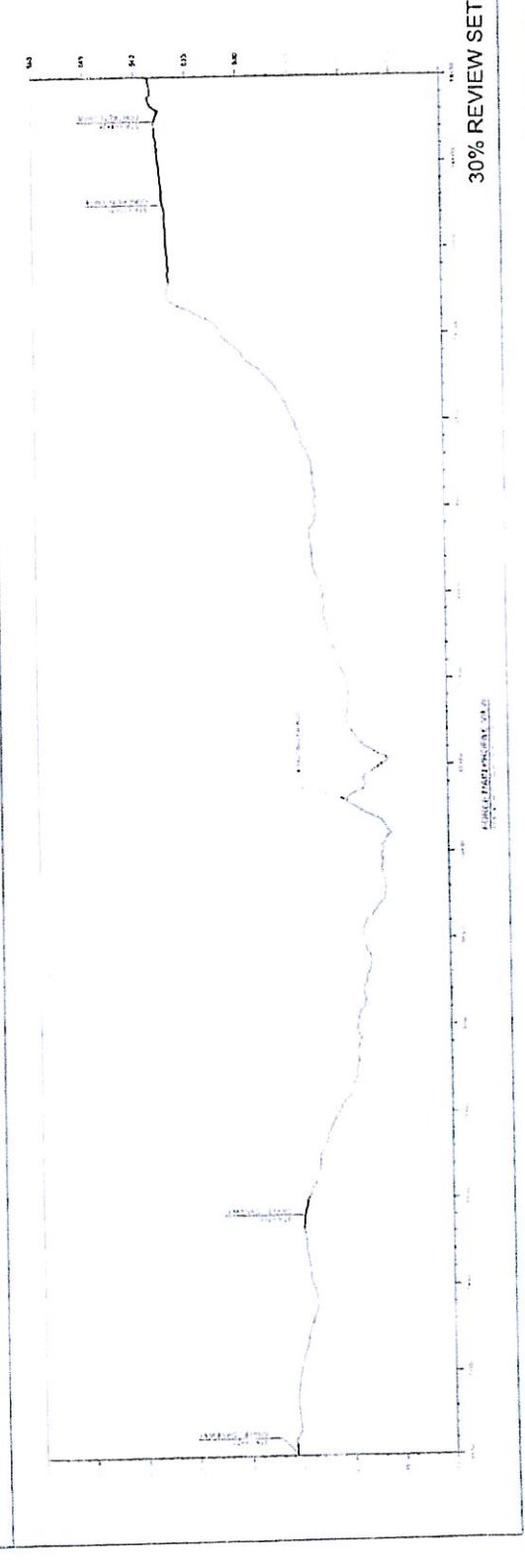
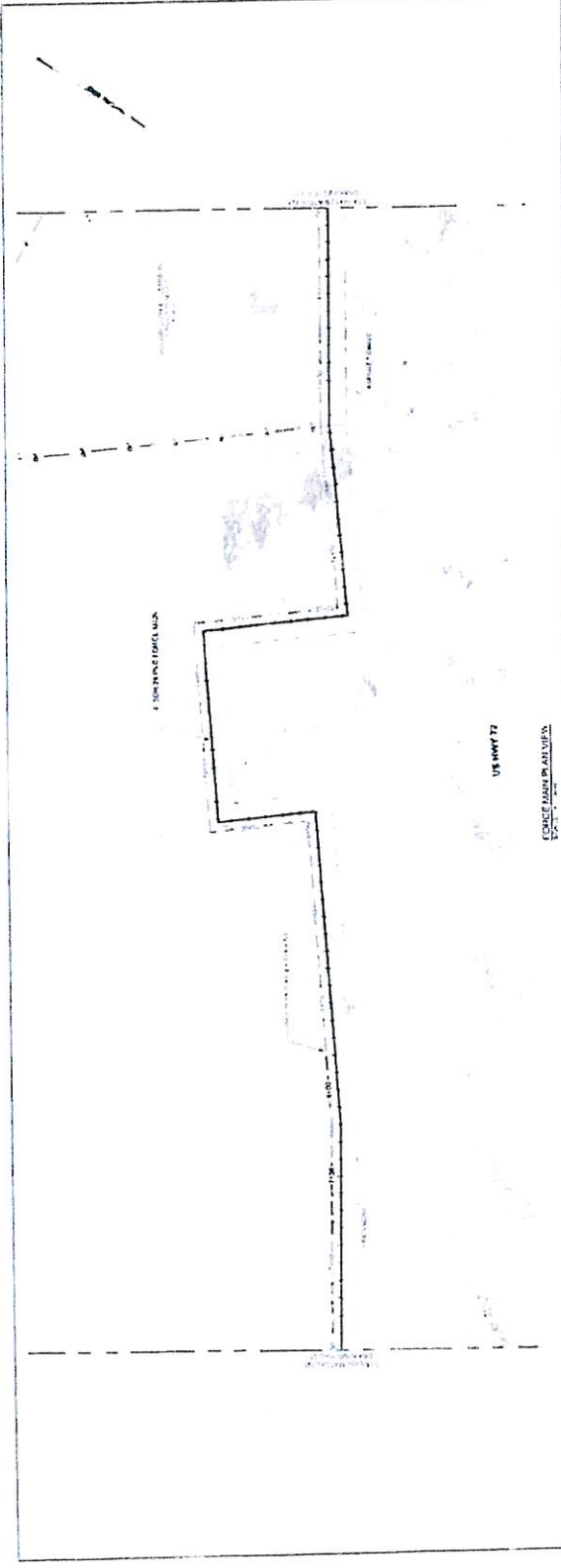
DESIGNED BY  
JOHN MCNEIL

CHECKED BY  
DAVID B. BROWN

DATE  
JULY 2014

PROJECT NO.  
2014-000000

DWG. NO.  
10-04



30% REVIEW SET

ENGINEERS OF THE SOUTH, LLC



PRELIMINARY  
NOT FOR  
CONSTRUCTION,  
RECORDING,  
OR  
IMPLEMENTATION

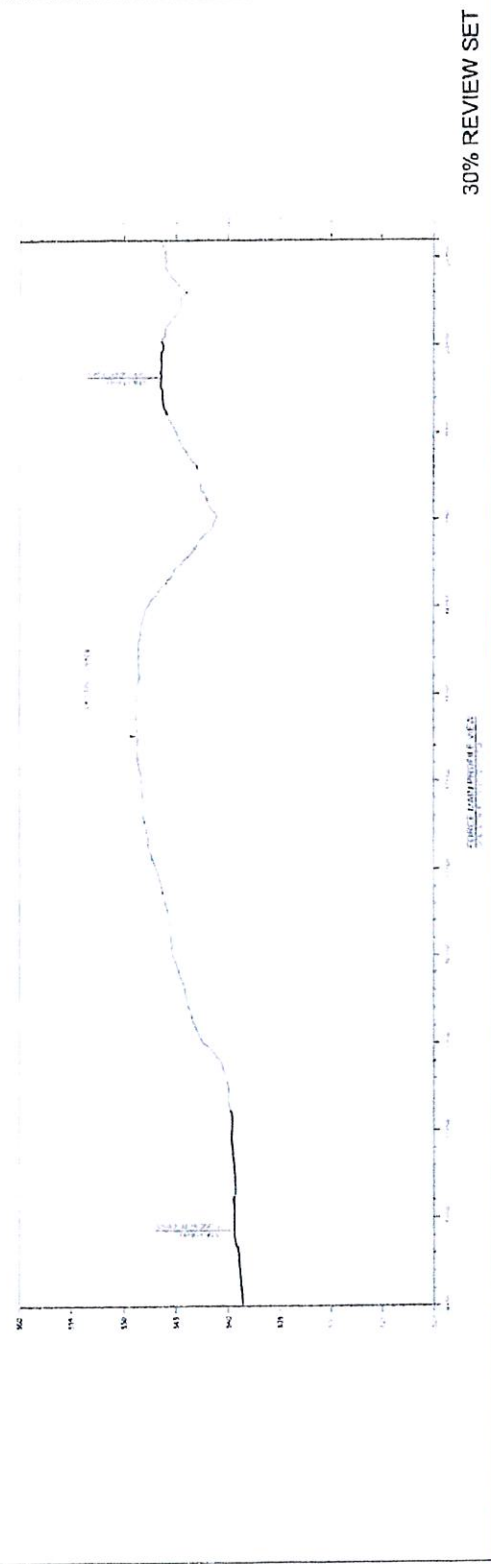
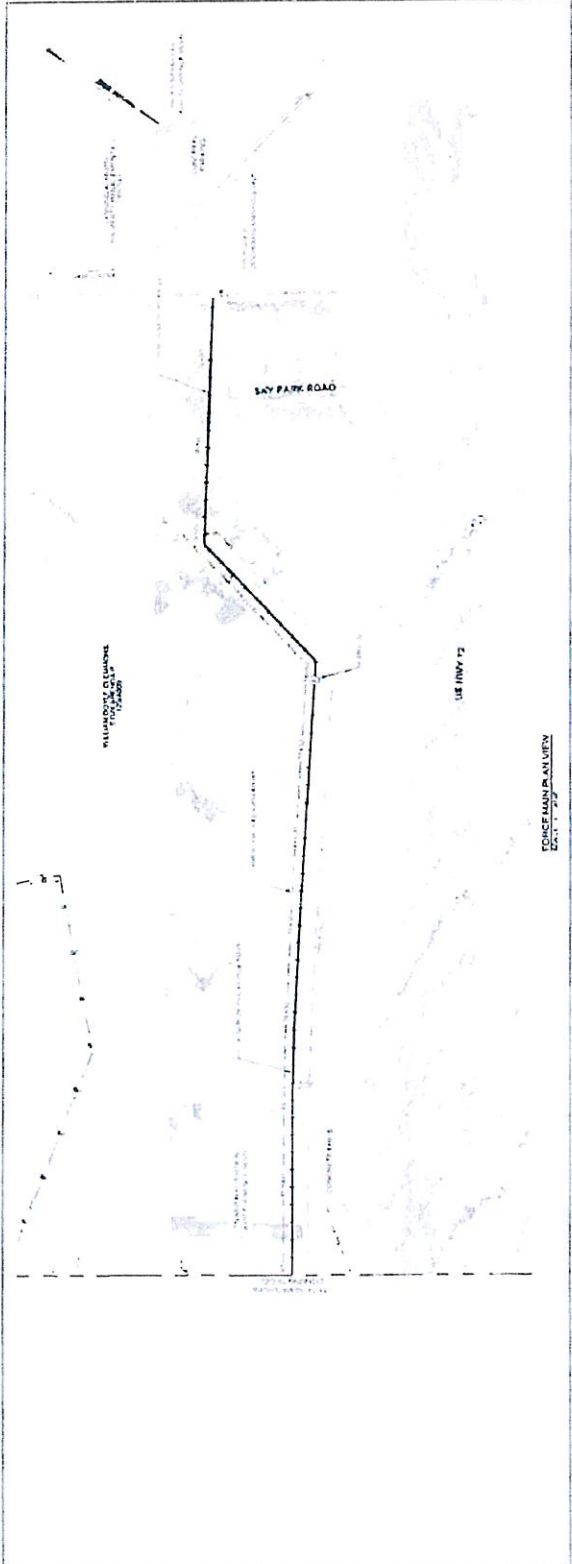
| NO. | DATE | DESCRIPTION |
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NASHVILLE CAPITAL GROUP  
MARINA MAR LIFT STATION & FORCE MAIN

FORCE MAIN  
PLAN & PROFILE

REVISIONS

JOB NO. NC-2410  
 DATE: JULY 2024  
 DESIGNED BY: REP  
 DRAWN BY: JPL  
 PWC: BCCS  
 SHEET NUMBER: -



30% REVIEW SET



Sewer Cost Sharing Fund Applicant Review

Applicant: Marina Mar Florence, LLC  
Reviewed By: Tad Cole  
Date: 9/30/2024

| Criteria | Finding                                     |
|----------|---|
| A.       | Meets criteria with restaurant being built  |
| B.       | Meets criteria with restaurant being built  |
| C.       | Fails to meet criteria                      |
| D.       | Meets criteria based on EOS specifications  |
| E.       | Meets criteria based on developers comments |
| F.       | Not applicable at this time                 |
| G.       | Not applicable at this time                 |
| H.       | Meets criteria                              |
| I.       | Not applicable at this time                 |
| J.       | Meets criteria                              |
| K.       | Not applicable at this time                 |
| L.       | Meets criteria                              |
| M.       | Not applicable at this time                 |
| N.       | Not applicable at this time                 |
| O.       | Meets criteria                              |

Comments:

This project meets 8 of the 9 applicable criteria. The other is not applicable at this time. Recommend this project for reimbursement.



OFFICE OF PLANNING AND COMMUNITY DEVELOPMENT


MEMORANDUM

Delivery:  E-Mail  Inner-Office Mail  Hand Deliver

Date: October 1, 2024

To:  Tad Cole, Manager, Gas and Water/Wastewater

Cc:  Ben Smith, Assistant Director, Planning;  Skylar Taylor, Associate Planner;  Savannah Albright, Development Specialist

From: Melissa H. Bailey, Director 

Re: Sewer Cost Sharing Fund Application: Marina Mar Florence, LLC

The application for funding for Marina Mar Florence, LLC has been evaluated per the *Sewer Cost Sharing Fund Commercial Development Project Guidelines and Criteria*. Please find the following.

**Evaluation Criteria**

| Criteria | Finding  |
|----------|--|
| a.       | The project <i>meets</i> this criterion as a revenue-producing commercial development.   |
| b.       | Criterion is <i>not applicable</i> .   |
| c.       | The project <i>meets</i> the criterion as the developer is responsible for on-site infrastructure.   |
| d.       | More information is needed as design is only 30% complete.   |
| e.       | The project <i>does not</i> meet this criterion as it is not newly annexed.  |
| f.       | The project <i>meets</i> this criterion as the work described has yet to be performed.   |
| g.       | Criterion is <i>not applicable</i> at this time.   |
| h.       | Criterion is <i>not applicable</i> at this time.   |
| i.       | Criterion is <i>not applicable</i> at this time.   |
| j.       | The project <i>does not meet</i> the criterion as the estimated cost is more than \$250,000  |
| k.       | Criterion does not apply to the Planning Department.   |
| l.       | The project currently is not under review by the City of Florence Planning Department although a zoning district change is required for commercial development. A subdivision approval is required for reconfiguration of existing parcel lines. |
| m.       | Criterion is <i>not applicable</i> at this time.   |
| n.       | Not a reviewing criterion.   |
| o.       | Not a reviewing criterion.   |

**Points of Concern, or Interest**

1. A more complete study is needed to determine precise location in relationship to the existing parcel layout and ROWs as plans are but 30% completed.
2. Permits from ALDOT and/or easements may be needed for the extension.

**Conclusion**

Evaluation of the application for Marina Mar Florence, LLC. under the criteria provided in the *Sewer Cost Sharing Fund Commercial Development Project Guidelines and Criteria* finds that the application meets 12 of the 15 benchmarks. Of particular note is benchmark (j.) and the point of interest noted above.