

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

MONDAY, 10 APRIL 2023 – 4:00 P.M. – COUNCIL CHAMBERS

1. Presentation on the Conceptual/Preliminary Update of Design for the Triangle Park (GOMESA) – Thompson Design Team
2. Committee Updates
3. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Monday, April 10, 2023 – Council Chambers**

Next Regular Meeting – Monday, April 24, 2023 – Same Time Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

WEDNESDAY, 10 APRIL 2023 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 22 March 2023 Regular City Council Meeting and minutes of 22 March 2023 Work Session
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Margaret and James Smith (containing 5.34 acres, more or less), from R-2 Medium Density Single-Family Residential District to R-1 Low Density Single-Family Residential District. The property is generally located east of Onyx Lane and north of Longleaf Lane, Fairhope, Alabama. PPIN Number: 80716.
6. Ordinance – Annexation – James Edward Smith and Margaret Ballard Smith (containing one acre, more or less), property located east of Onyx Lane and north of Longleaf Lane, Fairhope, Alabama. Part of PPIN Number: 82432.
7. Resolution – That the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between the City of Fairhope, on behalf of its Police Department (“Fairhope PD”), and the University of South Alabama, on behalf of its Police Department (“USAPD”).
8. Resolution – That certain items are declared surplus and the Mayor and 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.
9. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with GeoCon Engineering & Materials Testing, Inc. for Special Inspections and Construction Materials Testing for Water Treatment Plant No. 3; (RFQ No. PS23-018) with a not-to-exceed amount of \$15,000.00.
10. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Pyro Productions, Inc. for Professional Consulting Design and Production for Fourth of July Fireworks; (RFQ No. PS23-017) with a not-to-exceed amount of \$40,000.00.
11. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for Utilities Relocation for Baldwin County’s County Road 64 Widening Project (RFQ PS23-13) with a not-to-exceed amount of \$100,000.00.

12. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 23-007-2023-PW-009) Construction of Pickleball Courts for the Quail Creek Golf Course for the installation of a new 10' fence system with a cost of \$10,983.00 and to award Change Order No. 1 to American Tennis Courts, Inc. The new contract total will be \$125,502.00.
13. Resolution – To Reject all bids for the Foundation/Slab for 50'x100' Pre-Engineered Metal Building Truck Shed (Bid No. 23-019-2023-PWI-007S) due to excessive cost and to construct the foundation/slab in house.
14. Resolution – That the City of Fairhope authorizes the Mayor to submit a letter to AMEA requesting \$20,000.00 to be used for operating an Entrepreneurial Development Center in partnership with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance, the University of Alabama and Coastal Alabama Community College.
15. Resolution – To procure a New Sound System and installation for the Nix Center; and the item is available for direct procurement through the National Cooperative Purchasing Alliance (“NCPA”) which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$44,980.00.
16. Resolution – That the City of Fairhope approves the procurement for the Annual Software Support Renewal of the Records Management System which consists of five components for the Police Department pursuant to Code of Alabama 1975, Section 41-16-51(a)15. The total annual cost is \$21,921.00.
17. Resolution - That the City of Fairhope approves the procurement for the addition of General Billing to the Munis Financial System from Tyler Technologies a Sole Source Provider. The total cost for implementation and the first year of service is \$8,644.00.
18. Appointment – Parking Authority
19. Application for Special Events License (Alcoholic Beverage License) by Thomas Bratton McGregor d/b/a Bottles Up Mobile Inc. for the Crawfish Derby 2023 located at 14210 Greeno Road (Oak Hollow Farm Inc.), Fairhope, Alabama on May 6, 2023.
20. Public Participation – (3 minutes maximum)
21. Executive Session – To discuss legal ramifications of and legal options for pending litigation; and controversies not yet being litigated but imminently likely to be litigated or imminently likely to be litigated if the governmental body pursues a proposed course of action.
22. Adjourn

Next Regular Meeting – Monday, April 24, 2023 – Same Time Same Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chambers, 161 North Section Street, Fairhope, Alabama 36532, on Wednesday, 22 March 2023.

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

There being a quorum present, Council President Robinson called the meeting to order at 6:00 p.m. The invocation was given by Pastor Megan Palmer of Celebration Church and the Pledge of Allegiance was recited.

Councilmember Martin moved to approve the minutes of the 13 March 2023, Regular City Council Meeting and 13 March 2023 Work Session. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Mayor Sullivan addressed City Council and gave report.

- 1) Arts and Crafts went very well this past weekend.
- 2) Recognized exchange of former and new 2023 Dogwood Trail Court; additionally, noted Councilmember Conyers daughter Miss Anna Bowler Conyers made debut on the court this past Saturday.
- 3) Received notice from Robbie Robertson, John A. Robertson Insurance Agency, Inc. on a reduction in Worker’s Compensation Insurance from \$507,000.00 to \$439,000.00; additionally, recognized Donnie Grice, Safety Coordinator and City staff for their hard work.

President Robinson thanked Mayor Sullivan.

Council President Robinson opened Public Participation for Agenda Items Number 5 – Number 14.

Gary Gover, 300 Lincoln Street, Fairhope, Alabama addressed Item No. 12 to award (Bid No. 23-018) for Wastewater Sludge Removal Services 2023 for the Wastewater Treatment Plant to GreenSouth Solutions, LLC with a total bid proposal of \$90.00 per cubic yard (estimated annual cost is \$600,000.00). Mr. Gover concerned with risks associated with microplastics and PFAS chemicals; measuring of quantities in sludge; adequately testing or getting feedback; and environmental consequences. Mr. Gover thanked the Council.

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Council President Robinson thanked Mr. Gover.

Council President Robinson closed Public Participation for Agenda Items Number 5 – Number 14.

Council President Robinson opened Council Comments.

Councilmember Burrell recognized Arts and Crafts as a favorite weekend of the year and commended the Arts and Crafts Committee, Public Works Department, Police Department, Staff, and everyone involved with this year's Arts and Crafts Festival; found a new artist at the festival and bought my wife a nice birthday present.

Councilmember Conyers additionally recognized the Arts and Crafts Festival as a favorite weekend of the year; acknowledged the Dogwood Court and made comment he was very proud of his daughter and her friends on court. Councilmember Conyers thanked City Staff and the Arts and Crafts Festival Board for a phenomenal job, great turnout.

Councilmember President Robinson and Councilmembers Martin and Boone had no comments.

Council President Robinson read ordinance to amend Zoning Ordinance No. 1253 to request to establish initial zoning of FST and Encounter Development LLC's property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.16 acres and is located at the northeast corner of State Highway 181 and State Highway 104. PPIN Number: 77558. (Introduced at the March 13, 2023 City Council Meeting).

Planning Director Hunter Simmons gave brief of the proposed ordinance. Staff recommends Case: ZC 23.01, PPIN# 77558, be approved with an initial zoning of B-2 General Business District.

Council President Robinson thanked Mr. Simmons.

Council President Robinson asked for Council comments.

Councilmember Burrell moved for final adoption of Ordinance No. 1253, an ordinance to request to establish initial zoning of FST and Encounter Development LLC's property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.16 acres and is located at the northeast corner of State Highway 181 and State Highway 104. PPIN Number: 77558. (Introduced at the March 13, 2023 City Council Meeting). Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

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Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Pyro Productions, Inc. as Professional Consultant for (RFQ PS23-017) the Design and Production of Fireworks Display for 4th of July 2023; and authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4708-23

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

[1] That the City Council approves the selection of Pyro Productions, Inc. as Professional Consultant for (RFQ PS23-017) the Design and Production of Fireworks Display for 4th of July 2023; and authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 22ND DAY OF MARCH, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of GeoCon Engineering and Testing, Inc. to perform Professional Engineering for Special Inspections and Construction Materials Testing for the Water Treatment Plant No. 3 (RFQ No. PS23-018); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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RESOLUTION NO. 4709-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of GeoCon Engineering and Testing, Inc. to perform Professional Engineering for Special Inspections and Construction Materials Testing for the Water Treatment Plant No. 3 (RFQ No. PS23-018); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 22ND DAY OF MARCH, 2023

Jay Robinson, 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 public improvements indicated herein for Overland Townhomes are hereby accepted for public maintenance subject to the bond posted by the “Subdivider”; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and 68V Overland Villas, LLC (the “Subdivider”). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4710-23

WHEREAS, the Owners of Overland Townhomes desire to have the portions of Fairhope water and sewer system utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Instrument Number 2050439 , and as shown on Exhibit A “Utility Easement” attached hereto be accepted for maintenance by the City of Fairhope, Alabama, and;

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

WHEREAS, the Water and Sewer Superintendent has indicated that the water and sewer system utilities meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Overland Townhomes, maintenance bonds for the water and sewer system utilities constructed for a period of two (2) years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Overland Townhomes 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 68V Overland Villas, LLC (the “Subdivider”).

BE IT FURTHER RESOLVED this resolution of acceptance shall not obligate the City of Fairhope to maintain any utilities outside the limits of the attached Exhibit A in any of these developments.

Adopted this 22nd day of March, 2023

Jay Robinson, 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 public improvements indicated herein for North Hills Phase 2 are hereby accepted for public maintenance subject to the bond posted by the “Subdivider”; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and North

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Hills at Fairhope, LLC (the “Subdivider”). Seconded by Councilmember Conyers, passed unanimously by voice vote.

RESOLUTION NO. 4711-23

WHEREAS, the Owners of North Hills Phase 2 desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2875-C, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

WHEREAS, the City of Fairhope, Alabama, has received from the owners of North Hills Phase 2, maintenance bonds for the public improvements constructed 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 improvements indicated herein for North Hills Phase 2 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 NORTH HILLS AT FAIRHOPE LLC (the “Subdivider”).

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

Adopted this 22nd day of March, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

22 March 2023

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes and approves the hiring of an additional Building Inspector for the Building Department due to the increase in permits and construction. This position has already been approved along with the Job Description and Pay Grade 9. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4712-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves the hiring of an additional Building Inspector for the Building Department due to the increase in permits and construction. This position has already been approved along with the Job Description and Pay Grade 9.

ADOPTED THIS 22ND DAY OF MARCH, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 1 to the Contract for Archaeology Monitoring for the Arts Alley Transit Hub Project (RFP No. 005-20) with TerraXplorations, Inc. to add additional services in the amount of \$10,000.00 which increases the not-to-exceed amount limit to \$20,000.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 4713-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 1 to the Contract for Archaeology Monitoring for the Arts Alley Transit Hub Project (RFP No. 005-20) with TerraXplorations, Inc. to add additional services in the amount of \$10,000.00 which increases the not-to-exceed amount limit to \$20,000.00.

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DULY ADOPTED THIS 22ND DAY OF MARCH, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 23-018) for Wastewater Sludge Removal Services 2023 for the Wastewater Treatment Plant to GreenSouth Solutions, LLC with a total bid proposal of \$90.00 per cubic yard (estimated annual cost is \$600,000.00). Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Councilmember Burrell addressed Mr. Gary Gover public comment on water testing. Jason Langley, Water/Wastewater Superintendent confirmed we meet all state and federal testing requirements and discussed process. Council President Robinson thanked Mr. Langley.

RESOLUTION NO. 4714-23

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

[1] That the City of Fairhope did request, receive, and open bids for Wastewater Sludge Removal Services 2023 for the Wastewater Treatment Plant (Bid Number 23-018) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, only one bid was received, opened and tabulated as follows:

GreenSouth Solutions, LLC	\$90.00 per cubic yard
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[3] After evaluating the bid proposals with the required bid specifications, GreenSouth Solutions, LLC, with the total bid proposal of \$90.00 per cubic yard (estimated annual cost is \$600,000.00), is now awarded the bid for Wastewater Sludge Removal Services 2023 for the Wastewater Treatment Plant.

Adopted on this 22nd day of March, 2023

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Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk


City of Fairhope Bid Tabulation
Bid No. 23-018 Wastewater Sludge Removal Services 2023
Opened March 7, 2023 at 10:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum Acknowledged (Y/N)	Bid Bond / Certificate (Y/N)	Vendor Compliance (Y/N)	Cost per Cubic Yard
GreenSouth Solutions, LLC	Y	Y	Y	Y	\$90.00

Recommendation:

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


Signature:
Jason Langley, Water/Wastewater Superintendent


Signature:
Erin Wolfe, Purchasing Manager

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase CivicClerk Agenda Management Program from CivicPlus with the initial cost of \$17,200.01; and the program is available for direct procurement through the Interlocal Purchasing System (“TIPS”) which has been nationally bid; and authorizes the Mayor to execute the Statement of Work for this purchase. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4715-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to purchase CivicClerk Agenda Management Program from CivicPlus with the initial cost of

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\$17,200.01; and the program is available for direct procurement through the Interlocal Purchasing System (“TIPS”) which has been nationally bid; and authorizes the Mayor to execute the Statement of Work for this purchase.

Adopted on this 22nd day of March, 2023

Jay Robinson, 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 authorized to execute the proposed Memorandum of Understanding and negotiate a lease agreement to be brought back to Council for approval between the City of Fairhope and Dogwood BJE, LLC. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Councilmember Burrell thanked City Treasurer Kim Creech and Chief Stephanie Hollinghead for requested information received from last meeting.

RESOLUTION NO. 4716-23

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, That Mayor Sherry Sullivan is authorized to execute the proposed Memorandum of Understanding and negotiate a lease agreement to be brought back to Council for approval between the City of Fairhope and Dogwood BJE, LLC.

Adopted on this 22nd day of March, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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Councilmember Martin moved to appoint Josh Warren and Debra Flowers to the Recreation Board for a four (4) year term which will expire March 2027. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Councilmember Burrell commented unanimous recommendation by board with a great choice of candidates.

Council President Robinson opened Public Participation.

Mayor Sherry Sullivan discussed the Community Meeting on March 21, 2023 hosted by the Fairhope Police Department on “the Dangers of Fentanyl” Why It Matters to You. There is a link on the Fairhope Police Department Facebook page of the meeting. She encouraged everyone to watch with their children.

Councilmember Martin discussed an architect from Tuskegee is scheduled to come down for a Work Session on Substation Park at Young Street and Nichols Street as previously presented by Dr. Lynn E. Yonge.

Councilmember Burrell made comment reference Substation Park if the fiber optics are not in demand he is interested in a park at location.

Jonathan Petty, P.E. and Hayden Kaiser, III, P.E. of Axis Engineering Group, 200 West Laurel Avenue, Suite 275, Foley, Alabama gave introduction of new Civil Engineering Firm in Baldwin County.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 6:25 p.m.

Jay Robinson, Council President

Jenny Opal Wilson, CMC
Assistant City Clerk

STATE OF ALABAMA)(
:
COUNTY OF BALDWIN)(
)

The City Council met in a Work Session at 4:30 p.m., Fairhope Municipal Complex Council Chambers, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 22 March 2023

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

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

Council President Robinson moved forward to Item No. 1 Discussion of Mardi Gras Issues.

Paige Crawford, Director of Community Affairs provided a handout to the City Council and discussed the City of Fairhope Parade Rules and Regulations with recommendations for consideration. Ms. Crawford noted the City of Fairhope Parade Rules and Regulations have not been updated since 1993. The Public Works Department, Police Department, Department Community Affairs, and the Civic Center met internally to discuss putting forth recommendations. Ms. Crawford addressed the following items with Council:

- Parade Ordinance
- Parade Permits Fees
- Designate Organization Representatives
- Application Update
- No Sunday Parades
- No Rain Dates
- Overtime Costs (Police Department and Public Works Department)
- Barricades
- RV Parking
- Handicap Parking
- Solicitors
- Political Signage

Lieutenant, Shane Nolte discussed Safety is a priority. Lieutenant Nolte addressed the following items with Council:

- Parade Walkers
- ATVs
- Float Escorts

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- Proposed Parade Time 6:45 p.m. (All Parades)
- New Barricades
- Alcohol, Smoking or Vapes on Floats
- Modify Throws and Ban Confetti Mylar

Lieutenant Nolte extended appreciation to Council for consideration.

Ms. Crawford finalized discussion with Council for input and cleanup of the City of Fairhope Parade Rules and Regulations for next year.

Council encouraged attending meetings as a liaison and to bring back for further discussion at a Work Session.

Council President Robinson thanked Ms. Crawford, Lieutenant Nolte, and Ms. Jennifer Olmstead.

Council President Robinson moved forward to Item No. 2 the “Committee Updates”.

Councilmember Burrell gave Airport Authority update. Two (2) appointments by Council at the March 13, 2023 Council Meeting for a six (6) year term, Mr. Don Ward was appointed and Mr. William Bruce reappointed. Interest for ground leases on east side. Mayor Sullivan and the City received grant for East Side Terminal. There are plans for a road. Authority voted at last meeting to apply for a grant for federal monies to help with infrastructure and market properties on west side.

Councilmember Burrell gave Recreation Board update. Recreation Board had seven (7) applicants that applied and nominated two (2) nominees Mr. Josh Warren and Ms. Debra Flowers. Their appointments are on Council Agenda this evening.

Councilmember Martin gave Fairhope Environmental Advisory Board (FEAB) update. FEAB is now on the website. FEAB met with Mayor Sullivan on priorities and environmental impact.

Councilmember Conyers gave Library Board update. Library Board Meeting scheduled on Monday, April 17, 2022 at 4:00 p.m. at the Fairhope Public Library.

Councilmember Boone had no update.

Council President Robinson gave Historic Preservation Committee update. Historic Preservation Committee will have a Special Called Meeting on Tuesday, March 28, 2022 at 11:00 a.m. at the Fairhope Museum of History reference the Historical Preservation Ordinance.

Council President Robinson moved forward to Item No. 3 on agenda “Department Head Updates”.

Richard Johnson, Public Works Director gave report on Road Paving Recommendation. Mr. Johnson gave copy of the report to City Council. Copy will be included within the minutes.

Project 2023-PWI 012 – City – Wide Roadway Resurfacing

1. Bancroft Alley – 220 LF/0.04 Mile - \$12,000.00
2. Harver Lane (Cul-de-sac) – 200 LF/0.04 Mile - \$7,500.00
3. Windmill Road – 2565 LF/0.49 Mile - \$56,155.00
4. White Avenue – 3500 LF/0.66 Mile - \$98,285.00
5. River Oaks Subdivision – 5750 LF/1.10 Mile - \$162,653.00
6. Sea Cliff Dr (City) – 2475 LF/0.47 Mile - \$82,679.00
7. Bayou Drive – 1570 LF/0.30 Mile - \$52,278.00
8. Quail Creek Drive – 2210 LF/0.42 Mile – \$72,599.00
9. Idlewild Drive – 1350 LF/0.26 Mile - \$75,318.00

Paving Budget Totals: 19840 LF/3.76 Miles - \$619,467.00

Other Capital Paving Projects:

1. Pecan Building Parking – 4667 Sq. Yards - \$105,000.00
2. City Hall/Civic Center Parking – 3680 Sq. Yards - \$75,000.00

Other Funding Totals: 8347 Sq. Yards - \$180,000.00

Total Paving Expenditures FY2023: \$799,467.00

Mr. Johnson reported gas tax of \$200,000.00 will apply to resurfacing roads.

Richard Johnson, Public Works Director discussed Item No. 8 that Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 1 to the Contract for Archaeology Monitoring for the Arts Alley Transit Hub Project (RFP No. 005-20) with TerraXplorations, Inc. to add additional services in the amount of \$10,000.00 which increases the not-to-exceed amount limit to \$20,000.00.

Council President Robinson thanked Mr. Johnson.

Jason Langley, Water and Wastewater Superintendent discussed Item No. 7 that the City Council approves the selection of GeoCon Engineering and Testing, Inc. to perform Professional Engineering for Special Inspections and Construction Materials Testing for the Water Treatment Plant No. 3 (RFQ No. PS23-018); and hereby

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authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

Mr. Langley discussed Item No. 12 to award (Bid No. 23-018) for Wastewater Sludge Removal Services 2023 for the Wastewater Treatment Plant to GreenSouth Solutions, LLC with a total bid proposal of \$90.00 per cubic yard (estimated annual cost is \$600,000.00).

Council President Robinson thanked Mr. Langley.

Ms. Paige Crawford, Director of Community Affairs discussed Item No. 6 that the City Council approves the selection of Pyro Productions, Inc. as Professional Consultant for (RFQ PS23-017) the Design and Production of Fireworks Display for 4th of July 2023; and authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

Council President Robinson thanked Ms. Crawford.

Erik Cortinas, Building Official discussed Item No. 10 that the City Council authorizes and approves the hiring of an additional Building Inspector for the Building Department due to the increase in permits and construction. This position has already been approved along with the Job Description and Pay Grade 9.

Council President Robinson thanked Mr. Cortinas.

Hunter Simmons, Planning Director discussed Item No. 5 Final Adoption Ordinance to Amend Zoning Ordinance No. 1253 to request to establish initial zoning of FST and Encounter Development LLC's property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.16 acres and is located at the northeast corner of State Highway 181 and State Highway 104. PPIN Number: 77558. (Introduced at the March 13, 2023 City Council Meeting).

Mr. Simmons discussed Item No. 8 that the public improvements indicated herein for Overland Townhomes are hereby accepted for public maintenance subject to the bond posted by the "Subdivider"; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and 68V Overland Villas, LLC (the "Subdivider").

Mr. Simmons discussed Item No. 9 that the public improvements indicated herein for North Hills Phase 2 are hereby accepted for public maintenance subject to the bond posted by the "Subdivider"; and authorizes Mayor Sherry Sullivan to execute

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the Maintenance and Guaranty Agreement between the City of Fairhope and North Hills at Fairhope, LLC (the “Subdivider”).

Council President Robinson thanked Mr. Simmons.

Jeff Montgomery discussed Item No. 13 that the City of Fairhope has voted to purchase CivicClerk Agenda Management Program from CivicPlus with the initial cost of \$17,200.01; and the program is available for direct procurement through the Interlocal Purchasing System (“TIPS”) which has been nationally bid; and authorizes the Mayor to execute the Statement of Work for this purchase.

Council President Robinson thanked Mr. Montgomery.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:36 p.m. We will return for Council Meeting at 6:00 p.m.

Jay Robinson, Council President

Jenny Opal Wilson, CMC
Assistant City Clerk

ORDINANCE NO. _____

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

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

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

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

The property of Margaret and James Smith (containing 5.34 acres, more or less, and zoned R-2) is generally located east of Onyx Lane and north of Longleaf Lane.

PPIN # 80716

Legal Description: (Case number ZC 23.02)

Commencing at a 1-1/2" OPEN TOP PIPE AT THE SE CORNER OF THE SW1/4 OF SECT. 23, T-6-S, R-2-E; thence N89°45'37"W, along the South line of said Section a distance of 670.18 feet to a SET 5/8" CAPPED REBAR; thence South, a distance of 20.22 feet to a SET 5/8" CAPPED REBAR; thence N89°46'19"W, a distance of 335.06 feet to a 5/8" CAPPED REBAR VOLKERT to the POINT OF BEGINNING; thence continue Westerly along said bearing, a distance of 334.94 feet to a 5/8" CAPPED REBAR "VOLKERT"; thence N00°06'01"W, a distance of 20.02 feet to a 5/8" CAPPED REBAR "VOLKERT"; thence N00°21'06"E, a distance of 664.24 feet to a FENCE CORNER POST; thence N48°37'03"E, a distance of 15.49 feet to a FENCE CORNER POST; thence N89°55'24"E, a distance of 323.40 feet to a 1/2" CAPPED REBAR "GEO"; thence S00°19'35"W, a distance of 696.27 feet to the POINT OF BEGINNING, said parcel containing 5.34 acres, more or less.

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

The property is hereby rezoned R-1, Low Density Single-Family Residential District. 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 and approved this 10th day of April, 2023

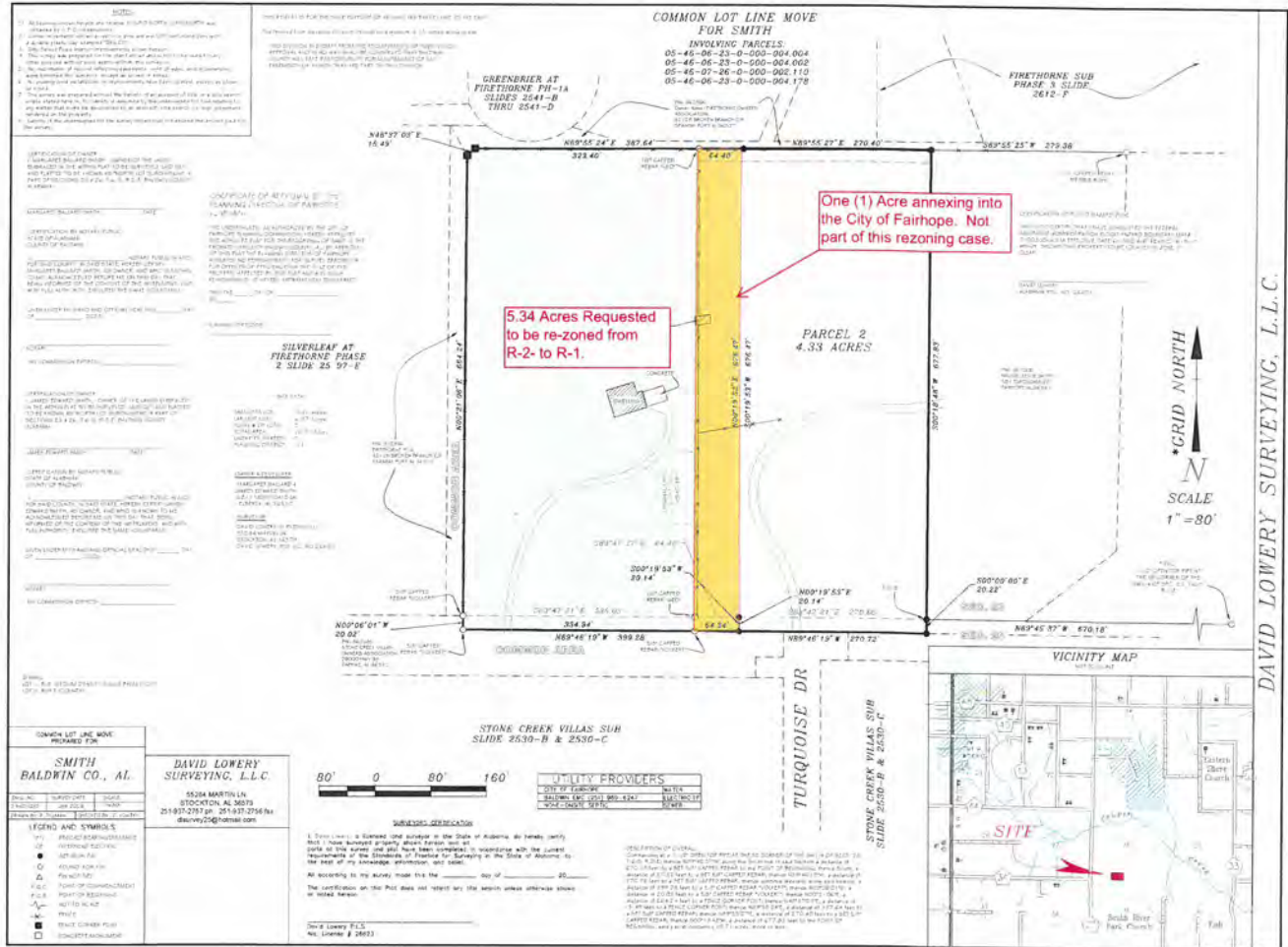
By: _____
Jay Robinson, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 10th day of April, 2023

By: _____
Sherry Sullivan, Mayor



DAVID LOWERY SURVEYING, L.L.C.

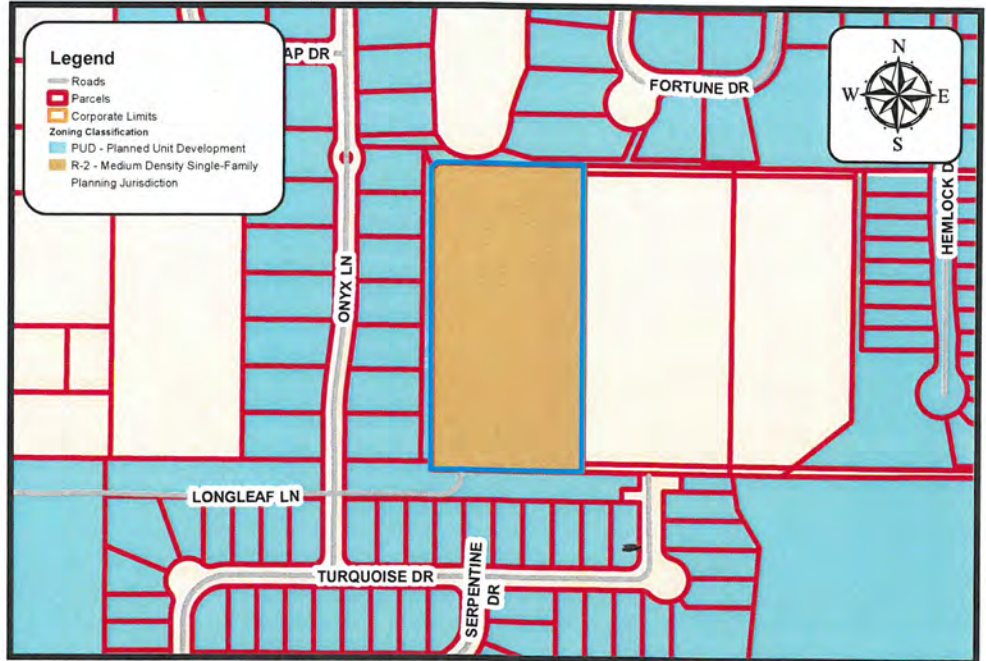
City of Fairhope City Council

April 10, 2023



Planning Commission unanimously (8 Ayes, 0 Nays) voted to recommend approval of ZC 23.02

ZC 23.02 - 10315 Longleaf Lane



Project Name:	10315 Longleaf Lane
Site Data:	5.34 acres
Project Type:	Rezoning from R-2 to R-1
Jurisdiction:	City of Fairhope
Zoning District:	R-2
PPIN Number:	80716
General Location:	North of Stone Creek Villas, West of the Village at Firethorne
Surveyor of Record:	David Lowery Surveying LLC
Engineer of Record:	N/A
Owner / Developer:	Margaret & James Smith
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Approval
Prepared by:	Casey Potts



RECEIVED

DEC 27 2022
BY: Alr

APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: MARGARET - JAMES SMITH Phone Number: 251.604.2470
 Street Address: 6811 MOSS OAKS LN.
 City: GUBERTA State: AL Zip: 36530

Applicant / Agent Information

If different from above.

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

Name: RON NORTON / SHANNON Phone Number: 770.880.6729
 Street Address: 6685 DRISCOLL RD.
 City: CUMMING State: GA Zip: 30041

Current Zoning of Property: R-2 (FAIRHOPE) RSF-E (BALDWIN CO)
 Proposed Zoning/Use of the Property: R-1
 Property Address: 080716
 Parcel Number: _____
 Property Legal Description: PPIN 080716
 Reason for Zoning Change: PURCHASE ONE ACRE TO ADD TO EXISTING PPIN 080716

- 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: _____

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.

RON NORTON
 Property Owner/Leaseholder Printed Name
12.27.22
 Date

[Signature]
 Signature

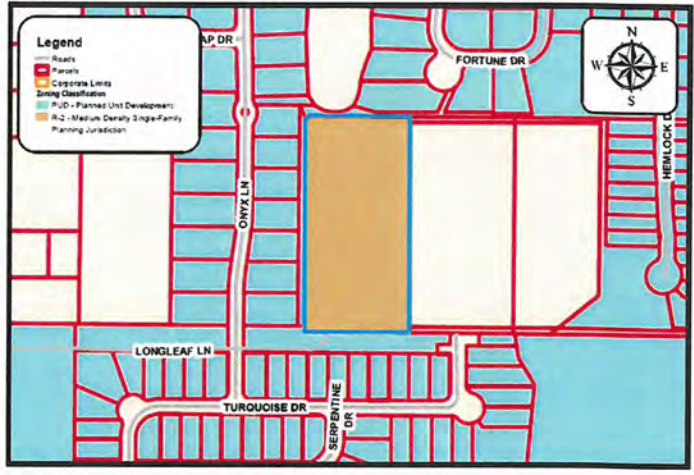
 Fairhope Single Tax Corp. (If Applicable)

Summary of Request:

Applicants, Shannon Hesse and Ron Norton, acting on behalf of the Owners, James and Margaret Smith, are requesting to rezone property from R-2, Medium Density Single-Family Residential District to R-1, Low Density Single-Family Residential District. The property is approximately 5.34 acres and is located east of Onyx Lane and north of Longleaf Lane.

Comments:

The subject property is currently zoned R-2 and is within the City of Fairhope municipal limits. The property is bordered to the north, west, and south by properties zoned PUD. The property to the east is zoned RSF-E by Baldwin County. (See below)



According to the 2015 Comprehensive Plan, the subject property is located near the Twin Beech Road and US Hwy 181 commercial node. The Comprehensive Plan specifies that density should decrease as you get further from the center of the node. Since the application requests to downzone the subject property, staff believes the rezoning request complies with the 2015 Comprehensive Plan.



Important to note, a portion of the adjacent property to the east is in the process of annexing into the City of Fairhope with the R-1 Zoning District designation. Their intent is to conduct a replat of their common property line. A draft of the replat is provided herein. Future uses, if approved, shall meet the Fairhope Zoning Ordinance requirements.

The Zoning Ordinance defines R-1 Low Density Single-Family Residential District as follows:

"R-1 Low Density Single-Family Residential District: This district is intended to provide choices of low-density suburban residential environment consisting of single-family homes on large parcels of land. It is sub-classified into four categories (R-1, R-1a, R-1b, and R-1c) based on lot sizes.

A copy of the Zoning Ordinance's Use Table, highlighting allowable uses in R-1, is attached within the packet.

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

(1) Compliance with the Comprehensive Plan;

Response:

Meets

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

Response: Meets

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

Response: Meets

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

Response: This is a re-zoning request, with a replat as an intended follow up activity. Future projects within the subject property shall ensure adequate public infrastructure.

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

Response: Staff does not anticipate an issue at this time.

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

Response: At the time of any development all applicable laws of the City will be applied. If granted, any use within R-1 zoning will be allowed 'by right'.

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

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

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

Response: Staff does not anticipate any significant issues relating to this criterion at this time.

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

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

Recommendation:

Staff recommends Case ZC 23.02, 10315 Longleaf Ln, rezoning 5.34 acres from R-2, Medium Density Single-Family District to R-1, Low Density Single-Family District, be **approved**.

Table 3-1: Use table

Zoning District	R-A	R-1(a,b,e)	R-2	R-3 TH	R-3 P/GH	R-3	R-4	R-5	R-6	B-1	B-2	B-3a	B-3b	B-4	M-1	M-2	PUD	VRM	NVC	CVC	HTD
Dwelling																					
Single-family	●	●	●			●	●	●		●	●	●	●	●				●			●
Two-family							●	●		●	●	●	●					●			●
Townhouse				3			3	3		3	3			3				3	●	●	●
Patio Home																					
Multiple-family / Apartment					3			●				○	○					3	3	3	○
Manufactured Home									3												
Mixed-use										●	●	●	●	●					●	●	●
Accessory Dwelling										3	3	3	3	3				3	3	3	3
Estate																		●			
Civic																					
Elementary School		●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Secondary School		●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Education Facility		●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Library		●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Place of Worship																					
Cemetery	○	○	○			○	○	○		○	○	○			○	○	○	○	○	○	○
Hospital																					
Public Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Common Open Space	●	●	●			●	●	●		●	●	●	●	●	●	●	●	●	●	●	●
Community Center or Club	○	○	○			○	○	○		○	○	○	○		○	○	○	○	○	○	○
Public Utility	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○	○
Office																					
General										●	●			●	●	●	●		●	●	●
Professional										●	●			●	●	●	●		●	●	●
Home Occupation	3	3	3	3	3	3	3	3	3	3	3	3	3	3				3	3	3	3
Retail																					
Grocery										●	●			●	●	●	●		●	●	●
Convenience Store										3	3			3	3	3	3		3	3	3
General Merchandise										●	●			●	●	●	●		●	●	●
Shopping Center										●	●			●	●	●	●		●	●	○
Automobile Service Station										○	○				○	○	○				
Outdoor Sales Limited											○				○	○	○		3	3	○
Outdoor Sales Lot											○				○	○	○				○
Garden Center											○	○			○	○	○		○	○	○
Service																					
Convalescent or Nursing Home	○	○	○			○	○	○		○	○	○		○	○	○	○		○	○	○
Clinic	○	○	○			○	○	○		○	○	○		○	○	○	○		○	○	○
Outdoor Recreation Facility	○	○	○			○	○	○		○	○	○	●	○	○	○	○		○	○	○
Day Care	○	○	○			○	○	○		○	○	○		○	○	○	○		○	○	○
General Personal Services										●	●			●	●	●	●		●	●	●
Mortuary or Funeral Home										○	○			○	○	○	○		○	○	○
Automobile Repair										●	●			●	●	●	●		●	●	●
Indoor Recreation										●	●		○	●	●	●	●		●	●	●
Dry Cleaner / Laundry										●	●			●	●	●	●		●	●	●
Personal Storage											○			3	3	○	○		○	○	○
Bed & Breakfast												●			○	○	○		○	○	○
Hotel / Motel											○	○	●					○	○	○	○
Boarding House or Dormitory											○	○	●		●	●	●		○	○	○
Recreational Vehicle Park											3				3	3			○	○	○
Restaurant										○	○	○	○		○	○			○	○	○
Bar											●	●	●						●	●	●
Entertainment Venue											●	●	●						●	●	●
Marina											○	○	○						○	○	○
Kennel or Animal Hospital											○	○							○	○	○
Warehouse															○	○	○		○	○	○
Junk Yard or Salvage Yard															○	○	○		○	○	○
Manufacturing																					
Limited											○			○	●	●			●	●	○
Light															○	○	○		○	○	○
General															○	○	○		○	○	○
Food Processing																○	○				
Rural																					
Agriculture	●																				
Rural Market	●																				
Plant Nursery	●																				

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

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

ORDINANCE NO. _____

WHEREAS, JAMES EDWARD SMITH AND MARGARET BALLARD SMITH, the owners of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

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

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

Property is located east of Onyx Lane and north of Longleaf Lane, Fairhope, Alabama.

LEGAL DESCRIPTION:

PART OF PPIN # 82432

Commencing at a 1 1/2" OPEN TOP PIPE AT THE SE CORNER OF THE SW 1/4 OF SECTION 23, TOWNSHIP 6 SOUTH, RANGE 2 EAST BALDWIN COUNTY, AL; thence N89°47'37"W, along the South line of said Section a distance of 940.64 feet to a SET 5/8" CAPPED REBAR to the POINT OF BEGINNING; thence N89°47'21"W, along said South line a distance of 64.40 feet to a 1/2" CAPPED REBAR "GEO"; thence N00°19'53"E, a distance of 676.15 feet to a 1/2" CAPPED REBAR "GEO"; on the agreed upon boundary one between the Smiths and Firethorne Tract; thence N89°55'25"E, along said line a distance of 64.40 feet to a SET 5/8" CAPPED REBAR; thence S00°19'53"W, a distance of 676.47 feet to the POINT OF BEGINNING, said parcel containing 1.00 acres, more or less.

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

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

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

Adopted and approved this 10th day of April, 2023.

By: _____
Jay Robinson, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 10th day of April, 2023.

By: _____
Sherry Sullivan, Mayor



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

PETITION FOR ANNEXATION

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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

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

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

This petition is for R-1 Zoning

The condition of the Petition is that zoning be established as RE PLAT
Concurrent with Annexation. (Zoning Request)

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

Margaret Smith
Signature of Petitioner

MARGARET SMITH
Print petitioner's name

James Smith
Signature of Petitioner

JAMES SMITH
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: ~~RE~~ PORTION OF 082432

Petitioner's Current Physical Address:
6811 Moss Oaks Ln
ELBERTA, AL 36530

Petitioner's Current Mailing Address:

_____ →

Telephone Number(s): 251.604.2470
Home Work

Tax Parcel ID Number: Size of Property:

~ ONE ACRE OF PIN 082432 THAT WILL BE COMBINED WITH 080710.

U.S JUSTICE DEPARTMENT INFORMATION

Size of property (acres or square feet) 6.4 ACRES

If property is occupied, give number of housing units NA

Number of Persons residing in each unit, and their race NA

If property is unoccupied, give proposed use SINGLE FAMILY

If property is being developed as a subdivision, give subdivision name

Number of lots within proposed subdivision —

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

Given under my Hand and Seal this 27th day of December 20 22,

(Seal)

Rebecca Castellana
Notary Public

My commission expires 07/06/2022

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

Given under my Hand and Seal this 27th day of December 20 22,

(Seal)

Rebecca Castellana
Notary Public

My commission expires 07/06/2022

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

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

(Seal)

Notary Public

My commission expires _____

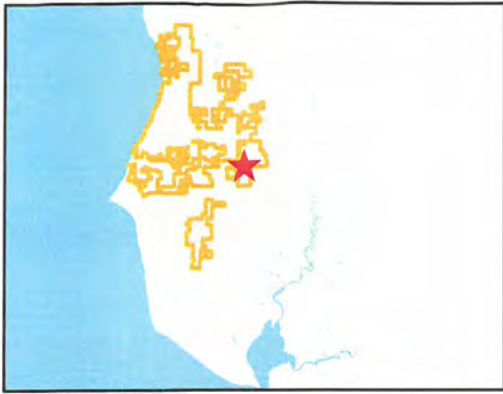
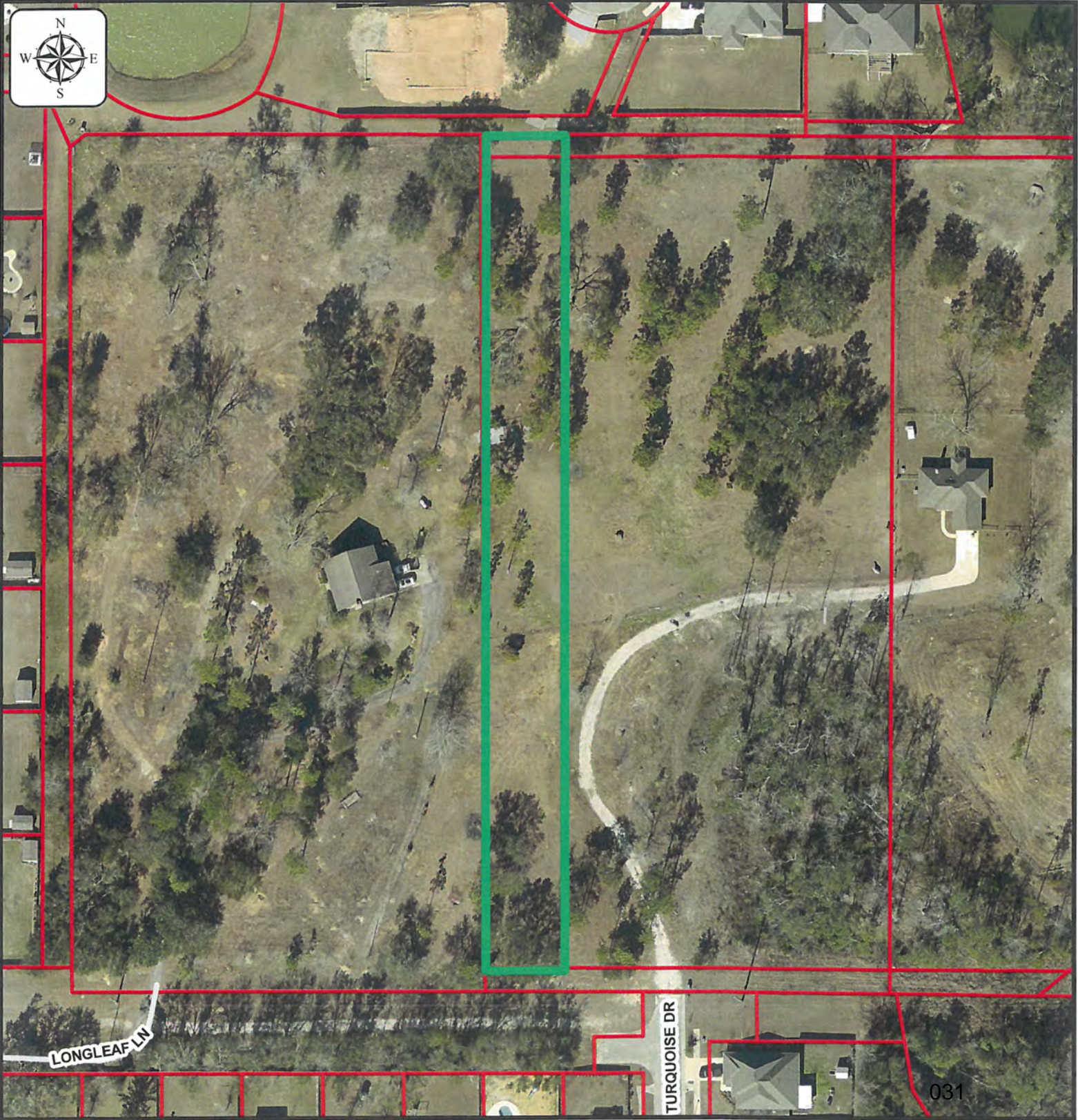


Exhibit A: The Property of James & Margaret Smith
Annexation and Zoning to R-1
(ZC 23.02)



RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between the City of Fairhope, on behalf of its Police Department (“Fairhope PD”), and the University of South Alabama, on behalf of its Police Department (“USAPD”).

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FAIRHOPE
AND
UNIVERSITY OF SOUTH ALABAMA

This Memorandum of Understanding, entered into by and between the **University of South Alabama ("University" or "USA")**, on behalf of its **Police Department ("USAPD")**, a sworn law enforcement agency with concurrent jurisdiction with the City of Fairhope Police (Ala. Code § 16-55-10), whose primary duty is the protection of life and property, the enforcement of local, state, and federal laws, and the enforcement of University policies, procedures, rules and regulations on all property owned, leased, or under the control of the University, who shall provide police services as the primary responding agency on said property, except as provided herein or otherwise; and the **City of Fairhope, on behalf of its Police Department ("Fairhope PD")**, whose primary duty is the protection of life and property, and the enforcement of all local, state, and federal laws within the incorporated limits of the City of Fairhope, Alabama, providing police services as the primary responding agency within those incorporated limits.

WHEREAS, the University owns, leases, or controls certain property which is situated within the incorporated limits or police jurisdiction of the City of Fairhope ("USA Fairhope Properties") and is listed on the attached Exhibit "A," as updated from time to time; and

WHEREAS, the USAPD does not have police officers whose primary duty station is in close proximity to all USA Fairhope Properties; and

WHEREAS, due to the distance between USA's campus in Mobile County and all USA Fairhope Properties, USAPD will not be the first law enforcement responder to incidents that occur on all USA Fairhope Properties; and

WHEREAS, the Fairhope PD will be the first law enforcement responder to incidents occurring on all USA Fairhope Properties;

NOW THEREFORE, the parties agree to establish a formal working relationship by entering into this Memorandum of Understanding, and hereby set out the following respective duties and obligations regarding the coordination of law enforcement duties for the protection of life and property and the delivery of police services on all USA Fairhope Properties as follows:

1. Fairhope PD shall act as the primary responding law enforcement agency to all calls for service on all USA Fairhope Properties.
2. Fairhope PD shall act as the primary investigating law enforcement agency with regard to any incidents of criminal acts committed on all USA Fairhope Properties.
3. Fairhope PD shall, as soon as possible, notify the USAPD of any incident or emergency situation, on or off all USA Fairhope Properties, that presents a serious, continuing, or impending threat to the health or safety of the University's students and employees who are located at all USA Fairhope Properties so that the appropriate emergency notice may be issued to the University community in accordance with the Jeanne Clery Act as well as action required by Title IX or other University policies or protocol.
4. Fairhope PD shall notify and share information with the USAPD regarding any Fairhope PD responses on all USA Fairhope Properties; and in addition, will adhere to the following:
 - a. **Missing Person:** When a report of a missing USA student or employee is received by the Fairhope PD, the Fairhope PD will report the incident to the USAPD as soon as possible if the student or employee was reported missing from all USA Fairhope Properties.
 - b. **Sexual Assault:** When any report of a sexual assault is received by the Fairhope PD concerning a student or a member of the faculty or staff of the University; or a reported incident that occurred on or within all USA Fairhope Properties or public property immediately adjacent thereto, the Fairhope PD shall, as soon as possible, notify the USAPD for the purpose of assessing the crime for potential distribution of an emergency notice as required by the Jeanne Clery Act, Title IX, and University policy.
 - c. **Violent Felony:** When any report of a violent felony or other immediate threat on or immediately adjacent to all USA Fairhope Properties is received by the Fairhope PD, the Fairhope PD shall, as soon as possible, notify the USAPD for the purpose

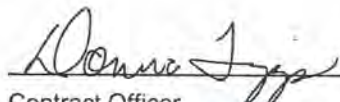
of assessing the crime for the potential distribution of an emergency notice as required by the Jeanne Clery Act as well as action required by Title IX or other University policies or protocol.

- d. **Other Crimes Posing Serious or Continuing Threat:** When there are numerous reports of like or similar crimes, including, but not limited to, property crimes, a rash of automobile burglaries, a number of incidents involving the possession of date rape drugs, etc., occurring on or within all USA Fairhope Properties, or public property immediately adjacent thereto, the Fairhope PD shall, as soon as possible, notify the USAPD for the purpose of assessing the potential distribution of an emergency notice as required by the Jeanne Clery Act as well as action required by Title IX or other University policies or protocol.
5. The Chief of USAPD will coordinate with Fairhope PD in a timely manner to review operational issues and to schedule additional support personnel from USAPD during times of emergency or other circumstances in which it may be deemed necessary by the parties.
6. The Chief of USAPD will provide investigatory assistance if requested for crimes reported on all USA Fairhope Properties.
7. It is understood that the University retains the sole authority to impose disciplinary sanctions for infractions of University rules and policies. Notwithstanding the foregoing, the University's imposition of disciplinary sanctions does not prohibit further involvement or investigation by the Fairhope PD or USAPD as may, in Fairhope PD's or USAPD's discretion, be warranted.
8. Nothing herein shall prevent the Chief of Police from either USAPD or Fairhope PD from entering into a more specific and detailed operational plan, procedure, or guidelines, provided such additional items are not inconsistent with the provisions of this Memorandum of Understanding.
9. At any time, should a portion of the terms of this Memorandum of Understanding be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other terms of this Memorandum of Understanding.
10. The parties shall, at all times during the term of this Memorandum of Understanding, strictly adhere to all applicable local, state, and federal laws in implementing regulations relating in any way to their performance under this Memorandum of Understanding.

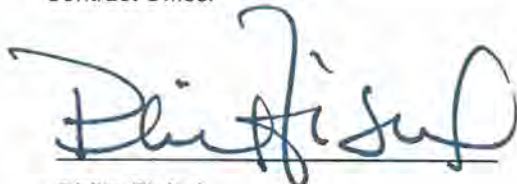
11. Either party may terminate this agreement at any time by providing a thirty (30) day written notice of its intent to terminate this agreement.
12. This Memorandum of Understanding shall be for an initial term of one (1) year from the Effective Date or until August 1, 2024, whichever is later, and shall automatically renew for successive one-year periods until a party provides notice of intent to non-renew the Memorandum of Understanding to the other party at least thirty (30) days prior to the expiration of the then-current term.

Effective this the _____ day of _____, 2023, by and between the University of South Alabama and the City of Fairhope.

University of South Alabama


Contract Officer

Contract Officer


Philip Fishel
Interim Chief of Police,
University South Alabama

Stephanie Hollinghead
Chief of Police, Fairhope

Exhibit A - USA Fairhope Campus

- a. University of South Alabama College of Nursing, located at 161 North Section Street, Suite C, Fairhope, AL 36532.
- b. University of South Alabama Office and Classroom Complex, located at 111 Saint James Avenue, Fairhope, AL 36532.
- c. University of South Alabama Faculty and Staff Building, located at 8 South Summit Street, Fairhope, AL 36532.
- d. University of South Alabama Nursing Annex and Fitness Center, located at 110 Saint James Avenue, Fairhope, AL 36532.
- e. University of South Alabama Physicians Group Eastern Shore, located at 150 South Ingleside Street, Medical Park Bldg. 5.
- f. University of South Alabama Mitchell Cancer Institute - Fairhope, located at 1047 Fairhope Avenue, Fairhope, AL 36532.
- g. University of South Alabama Mapp Family Campus Medical Office Building, located at 21950 State Highway 181, Fairhope, AL 36532.

RESOLUTION NO. _____

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;

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:

2011 Cadillac CTS vin: 1G6DA1ED1B0150530
Seized Vehicle with a Rebuilt/Salvage Title

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 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

DULY ADOPTED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/30/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ PS23-018 Water Treatment Plant No.3 Inspections and Construction Materials Testing

MCP 21 23 4-10-23

Project Location: Water Treatment Plant No.3

Presented to City Council: 4/10/2023

Resolution # :
Approved _____

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 15,000.00 (Not-to-Exceed)

Vendor: GeoCon Engineering & Materials Testing, Inc

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 004010-59501
G/L Acct Name: System Impr-Water Plant/Wells

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

Project Budgeted: \$ 15,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ _____

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 3/29/2023

Purchasing Memo Date: 3/29/2023

Delivered To Date: 3/30/2023

Request Approved Date: 3/29/2023

Request Approved Date: 3/30/2023

Approved Date: 3/30/2023

Signatures: Aislinn Stone
Aislinn Stone

Kim Creech
Kim Creech

Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: March 29, 2023

Re: RFQ PS23-018 Water Treatment Plant No. 3 Special Inspections and Construction Materials Testing

Council Members:

Kevin G. Boone
Jack Burrell, ACMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Superintendent of the Water/Wastewater Department, Jason Langley, is requesting the hiring of a professional engineer for RFQ PSA23-018 Water Treatment Plant No. 3 Inspections and Construction Materials Testing.

Per the City's "Procedure for Procuring Professional Services for Projects Under \$100K", under the section for "Variants to the Procedure", the Mayor exercised Option 1 and chose GeoCon Engineering & Materials Testing, Inc. to perform the professional service.

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

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

GeoCon has submitted a proposal for Fifteen Thousand Dollars (\$15,000.00) for these services.

Please place on the next available City Council Agenda this request for City Council to Approve the selection by the Mayor for RFQ PS23-018 Water Treatment Plant No. 3 Inspections and Construction Materials Testing and authorize the Mayor to execute a contract with a not-to-exceed amount of Fifteen Thousand Dollars (\$15,000.00).

Cc: file, Jason Langley, Clint Steadham

61 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)

GeoCon

Engineering & Materials Testing, Inc.

January 31, 2023

City of Fairhope
Mr. Jason Langley
Via Email

Re: **Proposal for Special Inspections and
Construction Materials Testing**
Proposed Water Treatment Plant NO 3 Expansion
Clay City Road
Fairhope, Alabama

Dear Mr. Langley:

GeoCon Engineering & Materials Testing, Inc. appreciates the opportunity to provide a proposal for Special Inspections and Construction Materials Testing for the Water Treatment Plant NO 3 Expansion in Fairhope, AL.

Project Description

We understand the project includes a new pump station building, treatment building and aerator slab as well as related parking and access drive area improvements.

Unit Fee Schedule

Below is a list of unit costs most commonly associated with a project of this nature.

1.	Earthwork/Concrete Field Technician	\$ 60.00/hour
2.	Earthwork/Concrete Field Technician Overtime	\$ 90.00/hour
2.	Special Inspector – Field	\$ 90.00/hour
3.	Standard Soil Compaction Test (ASTM D 698)	\$ 110.00/test
4.	Standard Agg Base Compaction Test (ASTM D 698)	\$ 225.00/test
5.	Field Nuclear Gauge Reading	\$ 18.00/test
6.	Compression Test of Concrete Cylinders – Lab	\$ 12.00/cylinder
7.	Compression Test of Grout/Mortar Cubes – Lab	\$ 12.00/cube
8.	Masonry (CMU) Prisms	\$ 50.00/prism
9.	Project Engineer	\$ 150.00/hour
10.	Clerical	\$ 60.00/hour
11.	Materials Specialist	\$ 110.00/hour
12.	AWS Welding Inspector	\$ 150.00/hour
13.	Trip Charge	\$ 35.00/per trip

22830 McAuliffe Drive Robertsdale, Alabama 36567
Phone (251) 947-1035

Scope of Testing and Inspection Services

Based on our review of the project plans and specifications, our scope of testing and Special Inspection services will cover the structural elements as follows:

- Earthwork monitoring, proof-roll observations, and soil compaction/density testing
- Footing/Slab observation and inspections - to include reinforcing steel (rebar) placement inspections and soil bearing capacity testing
- Cast In-place Concrete - to include slump, air content, concrete temperature, and compressive strength testing. Testing for this section includes all structural concrete components (footings, slabs and walls)
- Masonry Testing and Inspections. This section includes rebar placement inspections
- Structural Steel Inspections, includes AWS welding and bolt torque inspections
- Pavement Improvements, base compaction, asphalt pavement, concrete paving, concrete curb testing
- All reports will be reviewed and signed by the Project Engineer

Fee Estimate

We anticipate that testing and inspections will be performed on an on-call basis for this project with some serves requiring full-time inspections and testing. After reviewing the final plans and project schedule, we could provide you with a more detailed cost estimate. For estimating purposes, we recommend that you budget **\$15,000** for the above-described construction materials testing and Special Inspections. The client should note that the final cost of testing services is dependent on the weather, the contractors' daily schedule and performance, etc. However, we will not exceed this amount without a written description of the reason for the additional cost and proper authorization from you.

Testing Standards

Our work on this project would be completed in general accordance with applicable ASTM standards and with generally accepted current standards of geotechnical engineering practices. Special Inspections will be based on Chapter 17 of the International Building Code (IBC). We maintain general and professional liability insurances in amounts typically acceptable for similar projects. A copy of our insurance certificates can be obtained at your request.

Authorization

To authorize us to proceed with the above-described geotechnical services, please complete the authorization form and return to this office for our file. GeoCon's Terms and Conditions, which are attached hereto, are hereby incorporated by reference as if fully set forth herein. By signing this Proposal, Client acknowledges and agrees that he/she has read the Terms and Conditions and agrees to be bound by the terms and conditions set forth therein.

We appreciate the opportunity to provide a proposal for this project. Please feel free to contact our office if you have any questions or if you need any additional information.

Sincerely,

GeoCon, Inc.

Christopher Rea
Geotechnical Filed Manager

Proposal Authorization Form

Please Print

Accepted By: _____

Entity: _____

Signature: _____

Mailing Address: _____

Report will be addressed to: _____

Provide email address of all entities that should receive a copy of the report:

Invoicing Address: _____

Email Address: _____

Contact Number: _____

Location: Water Treatment plant #3 Expansion, Alabama

Proposed Amount: \$15,000

Date: _____

Proposed amount is only valid for 60 days unless executed.

TERMS AND CONDITIONS

SERVICES TO BE PROVIDED. GeoCon Engineering & Material Testing, Inc. (hereinafter GeoCon) is an independent consultant and agrees to provide Client for its sole benefit and exclusive use, consulting services set forth in our proposal.

PAYMENT TERMS. Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at a rate of 1.5% per month, and GeoCon reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on account of liquidated damages or other sums withheld from payments to contractors or others.

TERMINATION. Either party may terminate this Agreement without cause upon 20 days advance notice in writing. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay GeoCon for all costs incurred plus reasonable charges associated with termination of the work.

PROFESSIONAL LIABILITY. Notwithstanding any other provision of this Agreement, the Engineer's and GeoCon's total liability to the Owner for any loss or damages from claims arising out of or in connection with this Agreement from any cause including the Engineer's strict liability, breach of contract, or professional negligence, errors and omissions (whether claimed in tort, contract, strict liability, nuisance, by statute or otherwise) shall not exceed the lesser of the total contract price of this Agreement or the proceeds paid under Engineer's liability insurance in effect at the time such claims are made. The Owner hereby releases the Engineer from any liability exceeding such amount. In no event shall either party to this Agreement be liable to the other for special, indirect, incidental or consequential damages, whether or not such damages were foreseeable at the time of the commencement of the work under this Agreement.

SITE OPERATIONS. Client will arrange for right-of-entry to all applicable properties for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

OWNERSHIP AND USE OF PROJECT DOCUMENTS. All documents are instruments of service in respect to the Services, and Engineer shall retain an ownership and proprietary property interest therein (including the right of reuse at the discretion of the Engineer) whether or not the Services are completed. Client may make and retain copies of documents for information and reference in connection with the services by Client. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the services or on any other project. Any such reuse or modification without written verification or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Engineer or to Engineer's consultants. Client shall indemnify and hold harmless Engineer and Engineer's consultants from all claims, Damages, and expenses including attorneys' fees arising out of or resulting therefrom.

ADDITIONAL SERVICES OF CONSULTANT. If authorized in writing by the Client, GeoCon shall furnish additional services that are not considered as an integral part of the Scope of Services outlined in the Proposal Acceptance Sheet. Under this Agreement, all costs for additional services will be negotiated as to activities and compensation. In addition, it is possible that unforeseen conditions may be encountered that could substantially alter the original scope of services. If this occurs, GeoCon will promptly notify and consult with Client and any additional services will be negotiated.

ASSIGNABILITY. GeoCon shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Client; provided, however, that claims for money by GeoCon against Client under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be promptly furnished to the Client.

SERVICES TO BE CONFIDENTIAL. All services, including opinions, designs, drawings, plans, specifications, reports and other services and information, to be furnished by GeoCon under this Agreement are confidential and shall not be divulged, in whole or in part, to any person, other than to duly authorized representatives of the Client, without prior written approval of the Client, except by testimony under oath in a judicial proceeding or as otherwise required by law. GeoCon shall take all necessary steps to ensure that no member of its organization divulges any such information except as may be required by law.

CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including reasonable attorney's fees. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

SEVERABILITY. It is understood and agreed by the parties hereto, that if any part, term or provisions of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any applicable law, the validity of the remaining portion or portions of this Agreement shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and GEOCON shall survive the completion of the services and the termination of this Agreement.

INTEGRATION. This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Alabama and venue shall be in Baldwin County, Alabama.

RESOLUTION NO. _____

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 Pyro Productions, Inc. for Professional Consulting Design and Production for Fourth of July Fireworks; (RFQ No. PS23-017) with a not-to-exceed amount of \$40,000.00.

DULY ADOPTED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/28/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ PS23-017 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2023

Project Location: City

Presented to City Council: 4/10/2023

Funding Request Sponsor: Paige Crawford, Director of Community Affairs

Resolution #: 149R 93 73 APR 10
Approved: _____
Changed: _____
Rejected: _____

Project Cash Requirement Requested:
Cost: \$ 40,000.00 (Not-to-Exceed)

Vendor: Pyro Productions Inc.

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed XXX
 Capitalized _____
 Inventoried _____

Expense Code: 001240-50490
 G/L Acct Name: Community Events

Project Budgeted: \$ 40,000.00
 Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ _____

Funding Source:

Operating Expenses XXX
 Budgeted Capital _____
 Unfunded _____

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

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant City Treasurer Mayor

Purchasing Memo Date: 3/28/2023 Purchasing Memo Date: 3/28/2023 Delivered To Date: 3/28/2023
 Request Approved Date: 3/28/2023 Request Approved Date: 3/28/2023 Approved Date: 3/28/2023

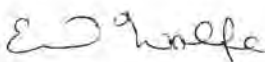
Signatures: Mislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

Date: March 28, 2023

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

Re: RFQ PS23-017 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2023

Lisa A. Hanks, MMC
City Clerk

The Director of Community Affairs, Paige Crawford, is requesting the hiring of a professional consultant for RFQ PS23-017 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2023.

Kimberly Creech
City Treasurer

Per Resolution No. 4708-23 of March 28, 2023, the City Council approved the selection of Pyro Productions Inc. for RFQ PS23-017 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2023. The Director of Community Affairs, Paige Crawford, seeks Council approval of the Not-to-Exceed fee of Forty Thousand Dollars (\$40,000.00) as presented in the attached proposal.

Please place on the next available City Council Agenda this request for approval of the negotiated not-to-exceed amount of \$40,000.00 for this project and allow the Mayor to execute a contract.

Enclosure

Cc: file; Paige Crawford, Clint Steadham

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



Aerial Fireworks Display 40k



Thank you for considering Pyro Productions as your fireworks provider. Below please find our quote as well as a link to information about our company.

[About - Pyro Productions.pdf](#)

*Thank you for trusting Pyro Productions Inc. with all your Fireworks and Special Fx Needs. We appreciate your business.

As I am sure you are aware, Pricing on just about everything is extremely volatile in our current climate. We are doing our best to provide you with the best quality fireworks at the best price and are ordering more than a year in advance on most items. However, there may be times we need to seek alternative stock in order to keep your project on schedule.

Due to fluctuations in pricing and supplies, our quotes will only be valid for 30 days until further notice. Your quote includes a 5% increase to offset the rising price of materials and a fuel surcharge on the cost of diesel used in our delivery trucks.

Thank you for your patience and understanding.

Aerial Fireworks Display

\$40,000.00

Opener:

Celebrate your event with an opening full of colorful brilliance and chest-pounding thunderous salutes— a modest teaser for what's about to come. The show opener will contain a barrage of assorted colors and effects of shells and multi-shot aerial devices launched from several different positions, leaving your audience captivated, amazed, and excited for what's to come.

300 - 1.5" colored Stars

Main Body:

The "Oohs and Ahhhs" from the crowd will help start your event off with a bang. The body of your show will be a high-intensity aerial spectacular full of various colors, patterns, sounds, and effects. It will contain an assortment of Pyro Productions brand shells, the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise, and dazzlingly unique effects.

472 - 0" - 2" Multi Shell Barrage units (cakes)

82 - 3" Premium Display Shells

180 - 4" Premium Display Shells

200 - 5" Premium Display Shells

82 - 6" Premium Display Shells

8 - 8" Premium Display Shells

Finale:

Pyro Productions understands that people will most likely remember the grand finale more than anything else during the show. We will design a finale that your crowd will talk about for months! Pyro Productions is known in the industry for shooting some of the most spectacular Grand Finales that will leave your audience breathless.

Just wait...

300 - 1.5" colored Stars

280 - 3" Color and Salute Display Shells

78 - 4" Red to Blue w Salute Finale Shells

TOTAL SHELLS: 1,982

SHOW DURATION: 22+- Minutes

**Prices and specifications are subject to change without notice due to the volatile nature of current market conditions.*

Total: \$40,000.00

AT THE

Professional Displays
We design each display specifically to suit your audience, venue, and budget.

- FIREWORKS
- CLOSE PROX PYROTECHNICS
- FLAME
- CONFETTI & STREAMERS
- CRYOGENICS & FOG
- LASERS
- SPARKULARS



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into on Tuesday, March 28th, 2023 by and between Pyro Productions, Inc., an Alabama Corporation, having its principal place of business at 2083 Helms Road Dothan, Alabama, including its employees, owners, and agents, hereinafter referred to as "Seller", and , hereinafter referred to as "Buyer".

Seller shall furnish to Buyer 1 fireworks display, as per the \$40,000.00 program submitted and accepted by the Buyer, and which by reference is made a part hereof as Exhibit "A". The display is to take place on the evening of 7/4/2023, at approximately , weather permitting. Buyer agrees that if they are paying via credit card, the buyer will be responsible for an additional 4 percent processing fee to offset charges by Sellers merchant processor.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

1. FIRING OF DISPLAY :

o Seller agrees to furnish all necessary fireworks display material and personnel for a fireworks display in accordance with the program approved by the parties. Seller agrees to comply with all local, state, and federal guidelines pertaining to the storing and displaying of fireworks.

Seller reserves the right to substitute items of equal or greater value due to current market conditions.

2. POSTPONEMENT / CANCELLATION:

Displays cancelled or postponed to an alternate date will be charged an additional 25% of the total contract price for additional expenses incurred in presenting the display on an alternate date.

3. RAIN DATE:

Should inclement weather prevent the firing of the display on the date mentioned herein, the parties agree to a mutually convenient rain date of or another date as agreed to by both parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the AHJ, Seller, and the lead pyrotechnician.

4. INSURANCE:

If Seller is firing the show, Seller agrees to provide, at its expense, general liability insurance coverage, in an amount not less than \$2,000,000.00, and within 2 weeks prior to the date of the fireworks display, shall submit to the Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

5. BUYER AGREES TO PROVIDE:

Ø Sufficient area for the display, including a minimum spectator set back as determined by Seller.

- Ø Protection of the display area by roping off the area or similar facility.
- Ø Adequate police protection to prevent spectators from entering display area.
- Ø Dry, clean sand, if needed, for firing.
- Ø Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display for anything that may have been missed at the night search.

6.

No representation of affirmation of fact, including but not limited to statement regarding capacity, suitability for use, or performance of equipment or products shall be, or deemed to be a warranty by the Seller for any purpose, nor give rise to any liability or obligation of the Seller whatsoever, except for acts of Seller's negligence as above stated.

7.

It is further understood and agreed that nothing in this Agreement shall be construed or interpreted to mean a partnership. Both parties hereto being responsible for their separate and individual debts and obligations, and neither party shall be responsible for any agreements not stipulated in this Agreement. The Agreement shall not be construed to have been drafted, authored, or written by any specific Party. Rather, the Agreement shall be construed as co-drafted, co-authored, or co-written by the Parties. Therefore, the Agreement shall not be construed against any Party on the claim or basis the Agreement was drafted, written, or authored by any specific Party.

8.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this Agreement. This document shall be binding upon the parties, themselves, their heirs, executors, administrators, successors and assigns.

9. EXCLUDED DAMAGES AND LIMITATION OF LIABILITY:

Except for claims covered by Seller's applicable general liability insurance, notwithstanding any provision to the contrary in this Agreement:

Ø In no event shall Seller be liable to Buyer or any third party for any loss of use, revenue or profit or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

Ø In no event shall Seller's liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount paid or payable to Seller pursuant to this Agreement.

10. FORCE MAJEURE AND SAFE ENVIRONMENT CLAUSE:

If Seller cannot perform or believes it may not be able to perform this Agreement in whole or in part due to a fire, natural disaster, act of war or terrorism (domestic or foreign), epidemic or pandemic (including COVID-19), action of any governmental authority (including a Government Order as defined in Section 7.3), national or regional emergency, other casualty, act of God, or other cause beyond the control of the parties or due to Seller's illness or injury, whether or not foreseeable ("Force Majeure Event"), then Seller will give notice to the Buyer as soon as reasonably practicable after Seller determines that a Force Majeure Event will or may prevent seller from performing under this Agreement. Seller shall have no obligation to perform under this Agreement and no liability for delays or failures to perform due to a Force Majeure Event, but Seller may, in Seller's discretion, work with the Buyer to find an alternative date for the Event that is suitable to both Buyer and Seller. To the extent the Parties cannot agree on a suitable replacement date consistent with Seller's availability, Seller may also, in its sole discretion, refund fees paid to seller under the Agreement, less any amounts necessary to cover expenses and work (based on time spent by Seller) already performed by Seller related to the Event, including, but not limited to, pre-event communications, development of timelines, and preparation of gear for the Event (the "Refund Amount"). In the case of a Force Majeure Event, Seller shall have no additional liability to Buyer with respect to this Agreement beyond that described in this section and below.

Ø In the case of a Force Majeure Event that impacts the Seller individually, but does not otherwise impact the Event, including, but not limited to, illness or injury to Seller, Seller shall make reasonable efforts to schedule a replacement for the Event. Should Buyer not accept a replacement selected by Seller to perform Seller's obligations under the Agreement, Seller shall refund the Refund Amount and shall have no further obligation to perform under the Agreement.

Ø Buyer understands that Seller works to maintain a safe work environment, including but not limited to, complying with applicable governmental laws, directives, orders, and regulations (each a "Governmental Order"). Buyer further understands and agrees that Seller shall not be required to perform under this Agreement if the Event is held in violation of a Governmental Order or Seller's participation in

the Event would violate a Governmental Order. Buyer also understands and agrees that Seller is not obligated to continue to perform under this Agreement if Seller's personal safety or well-being has been or will be comprised or threatened at the Event, including, but not limited to, as a result of the condition of the venue for the Event, or the conduct of an attendee of the Event.

11. CHOICE OF LAW, JURISDICTION, AND VENUE:

This Agreement shall be governing by and construed in accordance with the laws of the State of Alabama without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as provided in paragraph one above. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Alabama District Court in and for Houston County, Alabama. The Alabama District Court in and for Houston County, Alabama shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each Party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Alabama District Court in and for Houston County, Alabama.

12. PRODUCTION CREDITS.

Buyer agrees to credit Pyro Productions in printed, recorded, or broadcast event credits. Pyro Productions shall be credited as follows, either:

- Pyrotechnics and Flame Effects – Pyro Productions, Inc.
- Special Effects – Pyro Productions, Inc.
- Fireworks by Pyro Productions, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

Client / Buyer Signature: _____

Pyro Productions, Inc. Signature: _____



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM

Requestor: Paige Crawford Department: Economic Development
Project Name: 4th of July Aerial Firework Display
Project Description: Aerial Firework Display
Project Category: Bid X Professional Service Other:
Budget Amount: \$40,000 Budget Code: 001240-50490
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:
City Treasurer: Mayor:

RESOLUTION NO. _____

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 Volkert, Inc. to perform Professional Engineering Services for Utilities Relocation for Baldwin County's County Road 64 Widening Project (RFQ PS23-13) with a not-to-exceed amount of \$100,000.00.

DULY ADOPTED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/31/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: RFQ PS23-013 Professional Engineering Services for Utilities Relocation for Baldwin County's County Road 64 Widening Project

Project Location: County Road 64

Presented to City Council: 4/10/2023 Resolution # : _____
Approved _____

Funding Request Sponsor: Jeremy Little, Gas Assistant Superintendent
Wes Boyett, Gas Compliance & Safety Coordinator Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 100,000.00 (Not-to-Exceed)

Vendor: Volkert, Inc \$ _____

Project Engineer: n/a

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

APR 3 '23 4:31:40 JAW

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 002-59500
G/L Acct Name: Capital Sys Improve Budget

Project Budgeted: \$ _____ - 100% Refunded by County
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 100,000.00

Grant: _____ Federal - not to exceed amount

City

Local

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

<p>Senior Accountant</p> <p>Purchasing Memo Date: <u>3/31/2023</u></p> <p>Request Approved Date: <u>3/31/2023</u></p> <p>Signatures: <u>Aisling Storie</u> Aisling Storie</p>	<p>City Treasurer</p> <p>Purchasing Memo Date: <u>3/31/2023</u></p> <p>Request Approved Date: <u>3/31/2023</u></p> <p>Signatures: <u>Kim Creech</u> Kim Creech</p>	<p>Mayor</p> <p>Delivered To Date: <u>3/31/2023</u></p> <p>Approved Date: <u>3/31/2023</u></p> <p>Signatures: <u>Sherry Sullivan</u> Mayor Sherry Sullivan</p>
--	---	---



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

From: Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: March 31, 2023

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

Re: Request Approval by City Council to Execute Contract for RFQ PS23-013 Professional Engineering Services for Utilities Relocation for Baldwin County's County Road 64 Widening Project

Lisa A. Hanks, MMC
City Clerk

The Superintendent of the Gas Department, Jeremy Little, is requesting the hiring of a professional engineer for RFQ PS23-013 Professional Engineering Services for Utilities Relocation for Baldwin County's County Road 64 Widening Project.

Kimberly Creech
City Treasurer

The City Council approved the selection of Volkert, Inc. and approved the Mayor to negotiate the contract fee schedule. Hourly rates and a not-to-exceed amount of Sixty Thousand Dollars (\$60,000.00) for design phase services and Forty Thousand Dollars (\$40,000.00) for the construction phase services are listed in the attached Proposal for Professional Engineering & Construction Phase Services Related to the Gas Main Relocation on County Road 64. The total not-to-exceed cost of One Hundred Thousand Dollars (\$100,000.00) is 100% reimbursable by Baldwin County.

Please prepare a Green Sheet and place on the next City Council Agenda this request for approval of the negotiated Proposed Fee Schedule and allow the Mayor to execute a contract for the not-to-exceed amount of \$100,000.00.

Enclosure

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Cc: file; Jeremy Little, Wes Boyett

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

March 31, 2023

Mr. Jeremy Little
Gas Superintendent
City of Fairhope
555 S. Section St.
Fairhope, AL 36533

**RE: Proposal for Professional Engineering & Construction Phase Services
Related to the Gas Main Relocation on County Road 64**

Dear Mr. Little:

We appreciate the opportunity to provide this proposal to assist the City of Fairhope with engineering and construction phase services to support your efforts to relocate the 2" PE gas main along County Road 64 in relation to the Baldwin County roadway project number STPOA-0219(252).

Our proposal is based on the attached Scope of Services, which includes providing engineering, bidding services and construction phase services for an estimated not-to-exceed amount of \$60,000 for design phase services and \$40,000 for construction phase services based on the attached current hourly rate schedule.

Please let me know if you have any additional questions regarding these items. Again, we appreciate the opportunity to assist the City of Fairhope with their efforts to relocate the gas main along County Road 64 in Daphne.

Sincerely,



Ray Miller, P.E.
Vice President

/kmm

Attachments

**Proposed Scope of Services for Professional Engineering & Construction Phase Services
Related to the Gas Main Relocation on County Road 64**

March 31, 2023

The City of Fairhope has determined the need to relocate a portion of the 2" PE gas main along County Road 64 due to roadwork proposed by Baldwin County Project No. STPOA-0219(252). The following is the requested Scope of Services to provide engineering services related to preparing bid documents for the construction of the relocated gas main. The Scope also includes construction phase services.

1. Review survey, GIS files, and pothole information to accurately display the 2" PE gas main in the County's plans and determine true conflicts with the proposed road work. Review the County's plans for the project for conflicts with the gas main and provide conflict information the County and ALDOT. As the County's plans progress, additional coordination will be performed.
2. Develop design plans and project specifications to be used to solicit bids and execute the project.
3. Conduct meetings with staff to provide updates as the project progresses.
4. Coordinate bidding phase, including preparing and coordinating bidding advertisements with papers. Invoices for advertisements will be submitted directly to the City of Fairhope for payment. We will issue bid documents, respond to questions from prospective bidders, conduct a pre-bid meeting, assist with bid opening, and provide a tabulation of bids received and recommendation for award.
5. During the currently estimated 90 calendar day construction period, the following services will be provided: Prepare contracts for execution, conduct pre-construction meeting, conduct on site meetings with contractor and staff when necessary but at least bi-monthly, perform daily site visits by the Project Representative (PR). The parties hereto expressly acknowledge and agree that the PR will not remain on the project site full time and that he or she will not physically be at the project site the entire time the contractor or its subcontractors are working on site. Rather, the parties expressly acknowledge and agree that it is the intent of the parties and the intent of this Scope of Services that Volkert will supply a PR who will visit the site no less frequently than once daily during the work week and that while on site the PR will endeavor to observe the progress of the contractor's work and to review the construction for the purpose of monitoring compliance with the City's specifications. Review contractor's monthly payment requests for consistency with the accepted completed work and process with the City. Coordinate equipment start up with contractor and conduct a final inspection of completed work with the contractor and the City's representatives. These construction services are based on the estimated 90 calendar day construction period with work occurring during the five day work week only.

**GENERAL ENGINEERING SERVICES for
FAIRHOPE UTILITIES
VOLKERT 2023 FEE SCHEDULE**

<u>CLASSIFICATION</u>	<u>HOURLY BILLING RATE</u>
Principal	\$260.00
Manager.....	\$240.00
Supervisor	\$220.00
Project Manager	\$200.00
Staff 2 Professional	\$140.00
Staff 1 Professional	\$120.00
Senior Designer	\$130.00
Designer	\$110.00
Technician	\$85.00
Drafter/Intern	\$60.00
Construction Manager	\$155.00
Construction Project Manager.....	\$100.00
Construction Inspector 2	\$80.00
Construction Inspector 1	\$60.00
Clerical.....	\$85.00

OTHER

Mileage	Included in Hourly Billing Rate
In House Printing.....	Included in Hourly Billing Rate
Out of Pocket Expenses (Not Identified Above & Specific to Assignment)	Cost

This rate schedule will be effective through January 1, 2024, at which time a revised Hourly Billing Rate Schedule will be mutually agreed to by Owner and Consultant.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 23-007-2023-PW-009) Construction of Pickleball Courts for the Quail Creek Golf Course for the installation of a new 10' fence system with a cost of \$10,983.00 and to award Change Order No. 1 to American Tennis Courts, Inc. The new contract total will be \$125,502.00.

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/27/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Change Order No. 1 Contract for Construction of Pickleball Courts Bid No. 23-007-2023-PW-009

Project Location: Quail Creek Golf Course

Presented to City Council: 4/10/2023

Resolution # :
Approved _____
Changed _____
Rejected _____

Funding Request Sponsor: Richard Johnson, Public Works Director
Pat White, Recreation Director

Project Cash Requirement Requested:
Cost: \$ 10,983.00

Vendor: American Tennis Courts, Inc \$ _____

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 103-55886
G/L Acct Name: Pickleball Courts

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

Project Budgeted: \$ 10,481.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ 502.00

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 3/27/2023

Purchasing Memo Date: 3/27/2023

Delivered To Date: 3/27/2023

Request Approved Date: 3/27/2023

Request Approved Date: 3/27/2023

Approved Date: 3/27/2023

Signatures: Aislinn Stone
Aislinn Stone

Kim Cleech
Kim Cleech

Mayor Sherry Sullivan
Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: March 27, 2023

Re: Requesting Green Sheet and Approval by City Council for Change Order No. 1 to the Contract for Construction of Pickleball Courts at Quail Creek Golf Course (Bid No. 23-007-2023-PW-009)

The Director of Public Works, Richard Johnson, and the Director of Parks and Recreation, Pat White, have requested Change Order No. 1 for the Contract wither American Tennis Courts. Inc. for Bid No. 23-007-2023-PW-009 Construction of Pickleball Courts at Quail Creek Golf Course.

The purpose of the change order is to replace the existing fencing. The existing fencing's condition includes:

1. The top rail has been removed.
2. The existing fence posts are rusted, bent, and leaning.
3. Most of the fence post concrete foundations are loose and easily removed by hand.

This requested change order would be for the installation of a new 10' fence system, including 3" terminal and gate posts, 2-1/2" line posts, 1-5/8" top rail and mid rail bracing, and related hardware. All fence posts will be installed in concrete foundations. Total additional cost will be Ten Thousand Nine Hundred Eighty-Three Dollars (\$10,983.00).

The Original Contract Sum is \$114,519.00. The additional cost for the change order will be \$10,983.00. The New Contract Total will be One Hundred Twenty-Five Thousand Five Hundred Two Dollars (\$125,502.00).

Please prepare a Green Sheet and place on the next City Council Agenda this request to approve Change Order No. 1 for the contract with American Tennis Courts, Inc. for Bid No. 23-007-2023-PW-009 Construction of Pickleball Courts at Quail Creek Golf Course and authorize the Mayor to execute Change Order No. 1 for \$10,983.00.

Enclosure

Cc: Richard Johnson, Pat White, Clint Steadham

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

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

CITY OF FAIRHOPE

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: Richard D. Johnson, PE

CONTRACTOR: American Tennis Courts, Inc.

PROJECT: 2023-PWI 009 – Pickleball Courts – Quail Creek

CHANGE ORDER REQUEST NO. #1 (No. One) DATE: March 23, 2023

1. DESCRIPTION OF CHANGE:

This change order request concerns the existing fence system at the old POA Tennis Court purchased by the City to be rebuilt into a community Pickleball Court. In the original scope of work (SOW) the existing 10' poles and top rails were to remain, be repainted and reused to attached new vinyl-coated chain link fence to. When the old chain link was removed and the old non-serviceable court surface demolished, we discovered wholesale deficiencies with the fence poles and foundations. It was determined that they could not be reused or salvaged in any form. (Found Conditions)

2. CHANGE ORDER COSTS: \$10,983.00

Proposal Attached See Quantities Below Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a. See attached Contractor's Quote	1	\$10,983.00	Inc	Inc	\$10,983.00
b.					
c. *					
TOTAL:					\$10,983.00

*If more than 3 items, provide attachments.

3. INSTITUTED BY: Richard D. Johnson, PE, Pat White (Project Engineer & Owner's Representative) and Contractor: American Tennis Courts, Inc.

4. JUSTIFICATION OF NEED: Upon old court demolition – the fence structure failed: top rails buckled, poles leaned due to rusting out at base or due to insufficient embedding at the pole base. No way to reuse existing to support new gates and court enclosure – total system requires replacement to industry standards & code.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: This C.O. represents tasks within the SOW – it is just in addition to the fence work already included in the SOW (a change in magnitude).

6. **COSTS REVIEW:** C.O. in the amount of \$10,983.00 is consistent with other fencing system pricing the City has recently put out for bid. Considering the found conditions, cost is acceptable.

7. **THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:**

- Minor change of a total monetary value less than required for competitive bidding.
- Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- Emergencies arising during the course of work.
- Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

8. **EXTENSION OF TIME REQUESTED: Calendar Days: 0 (No additional days requested in the C.O.)**

RECOMMENDED:

BY: 
Fairhope's Consulting Engineer

BY: N/A
Utility Representative

APPROVED:

BY: See attached from Contractor
Contractor

BY: N/A
OWNER's Legal Advisor

BY: 
OWNER's Authorized Representative

JEFF NICHOLS, PRESIDENT, CTCB

P: 251-476-4714

F: 251-476-4723

E: jeff@americantenniscourts.net

 @americantenniscourts

AMERICAN
tennis courts

March 20, 2023

Richard Johnson
Public Works Director
City of Fairhope
Fairhope, AL

Dear Richard,

As requested, we are pleased to offer the following quotation for the additional work to be performed on the six (6) pickleball courts located at Quail Creek.

Upon examination of the fence system, we found the following:

1. The top rail has been removed
2. The existing fence posts are rusted, bent, and leaning
3. Most of the fence post concrete foundations are loose and are easily moved by hand

It is recommended that the entire fence system be replaced.

Change Order #1: Replacement of Fencing

It is understood that others will remove the remaining fence system and haul off.

For the Change Order price of **\$10,983.00**, we will install a new, 10' fence system including 3" terminal and gate posts, 2 1/2" line posts, 1 5/8" top rail and mid rail bracing, and related hardware. All fence posts will be installed in concrete foundations. The remainder of the fence system is included in the existing construction contract. All fence material to be Black in color.

Thank you for the opportunity to offer this quotation. This quotation is valid for 30 days. If you need any additional information, please call me at the number above. If you wish to schedule and have this work performed, sign below and either fax or email a copy of this proposal to our office. I look forward to hearing from you and working with you.

Sincerely,

Jeff Nichols

AMERICAN TENNIS COURTS, INC.
1272 Bolton's Branch Dr.
Mobile, AL 36606

www.americantenniscourts.net



JEFF NICHOLS, PRESIDENT, CTCB

P: 251-476-4714

F: 251-476-4723

E: jeff@americantenniscourts.net

@americantenniscourts

AMERICAN
tennis courts

Jeffrey M. Nichols
President



The information contained in this proposal remains the property of American Tennis Courts and cannot be utilized by any other parties without the expressed permission of American Tennis Courts, Inc.

American Tennis Courts, Inc.
Contractor

Attest: _____

Lauren Collins

By: _____

Jeffrey M. Nichols, President

Owner's Authorized Agent

Attest Signature:

Signature:

Print Name:

Date:

AMERICAN TENNIS COURTS, INC.

1272 Bolton's Branch Dr.

Mobile, AL 36606

www.americantenniscourts.net



RESOLUTION NO. _____

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

[1] That the bids for the Foundation/Slab for 50'x100' Pre-Engineered Metal Building Truck Shed (Bid No. 23-019-2023-PWI-007S) are hereby rejected due to excessive cost and to construct the foundation/slab in house.

ADOPTED ON THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



MEMO

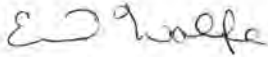
Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: March 27, 2023

Re: **Requesting Approval by City Council to reject all bids for Bid No. 23-019-2023-PWI-007S Foundation/Slab for 50'x100' Pre-Engineered Metal Building Truck Shed**

The Director of Public Works, Richard Johnson has requested to construct a foundation/slab for a 50'x100' pre-engineered metal building to be used as a truck shed for the City of Fairhope Electric Department.

A service bid was issued on February 17, 2023, posted to the City of Fairhope's website, and viewed by 135 of 384 vendors who select to receive e-notifications. One (1) responsive bid was received at the bid opening on February 24, 2023 at 10:00 a.m. The bid was for \$84,800.00.

The Director of Public Works recommends rejecting all bids due to excessive cost and construct the foundation/slab in house.

Please place on the next City Council Agenda this request to reject all bids for Bid No. 23-019-2023-PWI-007S Foundation/Slab for 50'x100' Pre-Engineered Metal Building Truck Shed and construct the foundation/slab in house.

Enclosure

Cc: Richard Johnson, George Ladd, Clint Steadham

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

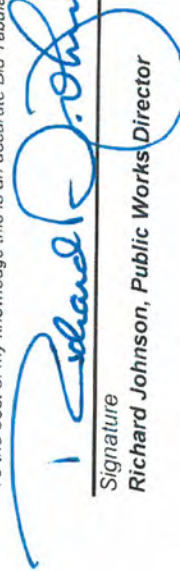
251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

City of Fairhope Bid Tabulation
 Bid No. 23-019 Foundation/Slab for 50'x100' Pre-engineered Metal Building Truck Shed
 Opened February 24, 2023 at 10:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Vendor Compliance (Y/N)	Lump Sum Cost
JTB Construction, LLC	Y	Y	\$84,800.00

Recommendation:

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

 3/23/23
 Signature
 Richard Johnson, Public Works Director

 3/23/23
 Signature
 Erin Wolfe, Purchasing Manager

RESOLUTION NO. _____

WHEREAS, the City of Fairhope is desirous to continue its partnership with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance and the University of Alabama to operate an Entrepreneurial Development Center in space provided by and in conjunction with PNC Bank; and

WHEREAS, Hatch a technology entrepreneurial development center located in Fairhope, AL, successfully engages tech-entrepreneurs at its location in PNC building. To date, Hatch with partners at the University of Alabama and Coastal Alabama Community College has assisted numerous entrepreneurs. Because of Hatch capital has been raised, technology is developing, and a vibrant tech entrepreneurial eco-system is growing. Hatch continues to be a resource for technology-driven entrepreneurs seeking to grow their ideas, technology, and companies in Fairhope, Alabama; and

WHEREAS, there is funding available for said project through a Community Development Grant from AMEA totaling \$20,000.00; and

WHEREAS, the AMEA grant does not require a match, but does require a letter requesting the grant with an outline of the purpose and intended community/economic development project, program and/or initiative.

NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope authorizes the Mayor to submit a letter to AMEA requesting \$20,000.00 to be used for operating an Entrepreneurial Development Center in partnership with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance, the University of Alabama and Coastal Alabama Community College.

DULY ADOPTED THIS 10TH DAY OF APRIL, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure a New Sound System and installation for the Nix Center; and the item is available for direct procurement through the National Cooperative Purchasing Alliance (“NCPA”) which has been nationally bid; and therefore, does not have to be let out for bid. The total cost will be \$44,980.00.

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/30/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procure and Install New Sound System for the Nix Center Ballroom *JAH*

Project Location: Nix Center

Presented to City Council: 4/10/2023

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 34,510.00

Vendor: Howard Technology Solutions

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed _____
 Capitalized XXX
 Inventoried _____

Expense Code: 001300-50475
G/L Acct Name: Capital Improvements

Project Budgeted: \$ 39,000.00
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ (4,490.00)

Funding Source:

Operating Expenses _____
 Budgeted Capital XXX
 Unfunded _____

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

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant Purchasing Memo Date: <u>3/29/2023</u> Request Approved Date: <u>3/30/2023</u> Signatures: <i>Aislinn Stone</i> Aislinn Stone	City Treasurer Purchasing Memo Date: <u>3/29/2023</u> Request Approved Date: <u>3/30/2023</u> Signatures: <i>Kim Creech</i> Kim Creech	Mayor Delivered To Date: <u>3/30/2023</u> Approved Date: <u>3/30/2023</u> Signatures: <i>Mayor Sherry Sullivan</i> Mayor Sherry Sullivan
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MEMO

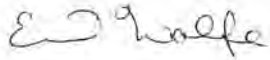
Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: March 29, 2023

Re: **Green Sheet and City Council Approval for the Procurement and Installation of a New Sound System for the Nix Center Ballroom**

The I.T. Director, Jeff Montgomery, requests approval for the procurement and installation of a new sound system for the Nix Center Ballroom.

The quote from Howard Technology Solutions includes over 48 pieces of equipment (as listed in the attached quote) for a cost of Twenty-Two Thousand Five Hundred Ninety-Four Dollars (\$22,594.00). Installation Labor, Standard Service Contract, and Programming/Commissioning are quoted at Eleven Thousand Nine Hundred Sixteen Dollars (\$11,916.00). The Total Cost for the Procurement will be Thirty-Four Thousand Five Hundred Ten Dollars (\$34,510.00).

This will be purchased through the National Cooperative Purchasing Alliance (NCPA) (Contract #01-145) and therefore does not have to be let out for bid.

NOTES:

See Attached Vendor Quote for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement and installation of a new sound system for the Nix Center Ballroom for \$34,510.00.

CC: Jeff Montgomery, Clint Steadham

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

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

Phone: 1.888.912.3151
 Fax: 1.601.399.5077
 Online: www.howardcomputers.com



Howard Computers
 P.O. Box 1588
 Laurel, MS 39441

Online Quotation

Quote No: KS9 1280602.00 Quote Date: March 28, 2023
 Customer Name: Jeff Montgomery Phone Number: 2519900135
 Company Name: City of Fairhope Fax Number: 2519900125
 Quote Name: OPP-018723 Nix Center Ballroom UPDATE

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	DM Lite® 4K60 4:4:4 Transmitter for HDMI® Signal Extension over CATx Cable, Wall Plate, White MPN: HD-TX-4KZ-101-1G-W Contract(s): NCPA 01-145	1	\$241.00	\$241.00
2:	Crestron FP-G1-W-T MPN: FP-G1-W-T Contract(s): NCPA 01-145	1	\$7.00	\$7.00
3:	Crestron HD-RX-101-C-E MPN: HD-RX-101-C-E Contract(s): NCPA 01-145	1	\$206.00	\$206.00
4:	AMX Massio 8-Button ControlPad with Knob (US, UK, EU) MPN: FG2102-08-BL Contract(s): NCPA 01-145	1	\$676.00	\$676.00
5:	Luxul SW-100-04P - Switch - unmanaged - 4 x 10/100/1000 (4 PoE+) - desktop, surface-mountable - PoE+ (58 W) MPN: SW-100-04P Contract(s): NCPA 01-145	1	\$80.00	\$80.00
6:	20-Input, 6-bus mixer; single-knob compression; 24 SPX effect; 12RU; rack included MPN: MG20XU Contract(s): NCPA 01-145	1	\$950.00	\$950.00
7:	Shure ULXD4Q - Wireless audio receiver for wireless microphone system - for Shure ULXD2/KSM9HS; ULX-D ULXD2/B87, ULXD2/K8; ULX-D Digital Wireless System ULXD8 MPN: ULXD4Q=V50 Contract(s): NCPA 01-145	1	\$5,689.00	\$5,689.00
8:	Shure ULXD2/SM58 - V50 Band - microphone MPN: ULXD2/SM58 Contract(s): NCPA 01-145	2	\$538.00	\$1,076.00
9:	Shure ULXD1 - Wireless bodypack transmitter for wireless microphone system MPN: ULXD1=V50 Contract(s): NCPA 01-145	2	\$505.00	\$1,010.00
10:	Shure WL185 - Microphone MPN: WL185 Contract(s): NCPA 01-145	2	\$119.00	\$238.00
11:	Shure SB900B - Battery - Li-Ion - 1240 mAh - 4.59 Wh - for Shure AD3, P10, ULXD2/KSM9HS, QLX-D QLXD2/KSM9HS; ULX-D ULXD2/B87, ULXD2/K8 MPN: SB900B Contract(s): NCPA 01-145	4	\$107.00	\$428.00
12:	Shure SBRC Battery Rack Charger - Charging station - 8 x batteries charging - 1.8 A - 4 output connectors - United States - for Shure SB900, SB900A MPN: SBRC-US Contract(s): NCPA 01-145	1	\$660.00	\$660.00
13:	Shure SBC-AX - Battery charger - 2 x batteries charging - 0.75 A - 2 output connectors - for Shure SBC210 MPN: SBC-AX Contract(s): NCPA 01-145	2	\$112.00	\$224.00
14:	Shure UA8100 MPN: UA8100 Contract(s): NCPA 01-145	2	\$257.00	\$514.00

15:	Shure UA834WB MPN: UA834WB Contract(s): NCPA 01-145	2	\$167.00	\$334.00
16:	CROWN 2x300W Power Amplifier MPN: dc12x300 Contract(s): NCPA 01-145	1	\$816.00	\$816.00
17:	Kramer PA-120Z MPN: PA-120Z Contract(s): NCPA 01-145	1	\$580.00	\$580.00
18:	Kramer RK-1 MPN: RK-1 Contract(s): NCPA 01-145	1	\$67.00	\$67.00
19:	JBL LCT 81C/T - Speaker - 40 Watt (grille color - white) MPN: LCT 81C/T Contract(s): NCPA 01-145	24	\$210.00	\$5,040.00
20:	JBL Professional Control 25-1 - Speaker - for PA system - 100 Watt - 2-way - black, RAL 9004 MPN: CONTROL 25-1 Contract(s): NCPA 01-145	2	\$318.00	\$636.00
21:	Atlas AT100 MPN: AT100 Contract(s): NCPA 01-145	1	\$31.00	\$31.00
22:	XLR 3-pin Male Jack on Decora® Wall Plate MPN: D-XLR3M Contract(s): NCPA 01-145	1	\$23.00	\$23.00
23:	Microphone Input Assembly MPN: D-J1 Contract(s): NCPA 01-145	3	\$60.00	\$180.00
24:	CEILING PLATE FOR STANDARD 1-1/2" N.P.T. MPN: CP-1 Contract(s): NCPA 01-145	4	\$25.00	\$100.00
25:	1P 14G STRD USHLD PVC JKT 500' Speaker MPN: 226GY0500 Contract(s): NCPA 01-145	3	\$158.00	\$474.00
26:	1P 22G STRD SHLD PVC JKT 500' Audio & Control MPN: 291GY0500 Contract(s): NCPA 01-145	2	\$53.00	\$106.00
27:	Flexowrap Expandable Black Tubing Nom Dia: 1 1/4 50 ft MPN: CCP1.25BK-50 Contract(s): NCPA 01-145	1	\$43.00	\$43.00
28:	ProAV NC3FXX-B MPN: NC3FXX-B Contract(s): NCPA 01-145	12	\$6.00	\$72.00
29:	ProAV NC3MXX-B MPN: NC3MXX-B Contract(s): NCPA 01-145	12	\$5.00	\$60.00
30:	Leviton Bulk Hook and Loop Wrap - Cable wrap - 75 ft MPN: 43115-075 Contract(s): NCPA 01-145	1	\$68.00	\$68.00
31:	BTX MaxBlox Half Hood with Strain Relief MPN: CD-MX915HH Contract(s): NCPA 01-145	1	\$4.00	\$4.00
32:	BTX MaxBlox 9-pin D-sub Female Connector (Epson) MPN: CD-MX9F Contract(s): NCPA 01-145	1	\$19.00	\$19.00
33:	Comprehensive Standard - Audio cable - XLR3 female to XLR3 male - 6 ft - shielded - matte black MPN: XLRP-XLRJ-6ST Contract(s): NCPA 01-145	4	\$10.00	\$40.00
34:	Comprehensive Standard - Audio cable - RCA x 2 male to RCA x 2 male - 6 ft - shielded - black MPN: 2PP-2PP-6ST Contract(s): NCPA 01-145	2	\$4.00	\$8.00
35:	Comprehensive - Patch cable (DTE) - RJ-45 (M) to RJ-45 (M) - 100 ft - STP - CAT 6a - molded, snagless, stranded - blue MPN: CAT6A-100BLU Contract(s): NCPA 01-145	2	\$62.00	\$124.00
36:	RJ-45 Shielded plug 50u gold plated, 8 position, 8 conductor computer connector MPN: RJ45P-S Contract(s): NCPA 01-145	4	\$1.00	\$4.00
37:	EXF series Pro Stereo 3.5mm mini plug audio connector MPN: MPS-PRO1 Contract(s): NCPA 01-145	1	\$2.00	\$2.00
38:	Comprehensive MHD48G-6PROBLK MPN: MHD48G-6PROBLK Contract(s): NCPA 01-145	1	\$24.00	\$24.00

39:	Comprehensive MHD48G-9PROBLK MPN: MHD48G-9PROBLK Contract(s): NCPA 01-145	1	\$32.00	\$32.00
40:	Middle Atlantic MFR Series Mobile Furniture Rack MFR-2027-GE - Rack - cabinet - grained ebony ash - 20U - 19' MPN: MFR-2027GE Contract(s): NCPA 01-145	1	\$808.00	\$808.00
41:	Middle Atlantic MFR-RRK-20 - Mounting component (mounting rail) - for video conferencing system (pack of 2) MPN: MFR-RRK-20 Contract(s): NCPA 01-145	1	\$45.00	\$45.00
42:	Middle Atlantic EB 1 - Rack blanking panel kit - black - 1U MPN: EB1 Contract(s): NCPA 01-145	8	\$10.00	\$80.00
43:	Middle Atlantic Trim-Head Hardware HW100 - Screw kit - black (pack of 100) MPN: HW100 Contract(s): NCPA 01-145	1	\$33.00	\$33.00
44:	Middle Atlantic - Rack bar - black (pack of 10) MPN: LBP-1A Contract(s): NCPA 01-145	1	\$36.00	\$36.00
45:	Utility Rackshelf, 1RU. MPN: U1 Contract(s): NCPA 01-145	1	\$42.00	\$42.00
46:	Utility Rackshelf, 2RU, 14.75" D MPN: U2 Contract(s): NCPA 01-145	2	\$56.00	\$112.00
47:	Middle Atlantic UD - Rack storage drawer - black - 2U MPN: UD2 Contract(s): NCPA 01-145	1	\$125.00	\$125.00
48:	Middle Atlantic Rackmount Power Strip PDS-615R - Power strip (rack-mountable) - AC 115 V - input: NEMA 5-15 - output connectors: 6 (NEMA 5-15) - 1U - 9 ft cord - black MPN: PDS-615R Contract(s): NCPA 01-145	1	\$427.00	\$427.00

Sub-Total:	\$22,594.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total for Item 1:	\$22,594.00

This quote will expire April 28, 2023.
To expedite your order, please include your quote number with your Purchase Order.

Item 2

Category	Description	Qty.	Unit Price	Ext. Price
System Type:	Accessories			
1:	Labor OPP-018723 Nix Center Ballroom MPN: OPP-018723 Contract(s): NCPA 01-145	1	\$8,859.00	\$8,859.00
2:	Standard Service Contract (SSC) MPN: OPP-018723 Contract(s): NCPA 01-145	1	\$2,223.00	\$2,223.00
3:	Programming / Commissioning MPN: OPP-018723 Contract(s): NCPA 01-145	1	\$834.00	\$834.00
Sub-Total:				\$11,916.00
Shipping & Handling :				Included
Taxes:				Tax Exempt
Total for Item 2:				\$11,916.00

This quote will expire April 28, 2023.
To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$34,510.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$34,510.00

Notes:

Pricing and availability subject to change without notice. Packaging, Shipping, and Handling fees are not included unless specifically stated. Prices and lease payments do not include applicable taxes. Ship dates are approximations and are not guarantees. Quick ship items not available in Alaska, Hawaii, or outside the United States. Specific state laws may affect shipment of products.

Any order for kiosks must be canceled prior to 21 days from the scheduled date of shipment to avoid incurring a 50% cancellation fee. Any cancellation made within that 21-day window will automatically incur a charge equivalent to 50% of the total kiosk order being canceled.

Howard reserves the right to charge a 25% restocking fee for cancellation of a purchase order after Howard has commenced fulfillment of the order. Howard may, with notice, cancel any purchase order at any time without any liability to the Purchaser. Howard reserves the right to charge the Purchaser full purchase price for delaying shipment of a purchase order for an extended period of time which then results in the cancellation of said order.

Given the current uncertainties related to international trade, Howard hereby reserves the right to unilaterally revise the prices quoted herein in the event its manufacturing or procurement costs for such goods increase due to the imposition by the United States or any other country of new or higher tariff(s) or of any other similar tax, fee or charge.

If Purchaser fails to pay any invoice in full within the time quoted herein, Howard may, without notice, accelerate the due date of all outstanding invoices and require that all outstanding invoices, including any interest thereon, be immediately due and payable in full.

Howard's product warranties and return policies and related information, which are available at <https://www.howardcomputers.com/support/warranties.cfm> and <https://www.howardcomputers.com/support/returnpolicy.cfm> are fully adopted and incorporated herein by reference. These may also be obtained by calling 1-888-912-3151 or emailing webmaster@howardcomputers.com.

THIS QUOTATION IS EXPRESSLY LIMITED TO, AND EXPRESSLY MADE CONDITIONAL ON, PURCHASER'S ACCEPTANCE OF THE TERMS SET FORTH OR INCORPORATED HEREIN; HOWARD OBJECTS TO ANY DIFFERENT OR ADDITIONAL TERMS.

Statement of Work

March 22, 2023 This document expires in 120 days.

This Statement of Work (this "SOW") sets forth the scope and certain responsibilities of Howard Technology Solutions, a division of Howard Industries, Inc., ("HTS") and City of Fairhope ("Customer") in connection with the following project (the "Project"):

Project Name/Description:	OPP #:	Quote #:
Nix Center Ballroom	OPP-018723	KS9 1280602.00

In consideration of the mutual covenants and promises set forth herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to the following scope and other related terms in connection with the Project:

Summary Statement of Work:

This summary statement of work covers the onsite installation and programming of AV equipment in the Nix Center Ball Room.

The existing projector and screen will be reused as part of this project.

Scope:

1. Installation of a HDbaseT transmitter/input wall plate at the left column on the front wall. This plate will be mounted at outlet height. Installation of a HDbaseT receiver at the existing projector. Connect the transmitter to the receiver using shielded CAT cable. Connect the HDMI output of the receiver to the HDMI input of the projector.
2. Un-installation of the audio equipment located in the equipment room along with the cabinet that the equipment is sitting on. This equipment will be turned over to the customer. The customer will be reasonable for removing anything else that might be located on the cabinet.
3. Installation of a new 20 RU mobile equipment rack in the equipment room where the old equipment was located.
4. Installation of a audio mixer on the top of the rack. Connect the audio output of the projector to the audio input #9 on the mixer.
5. There are four existing microphone input plates. Replace three of the existing microphone wall plates with new XLR input plates. Connect these plates to input #1 – 3 of the mixer. Replace the fourth plate with a XLR output plate. Connect this plate to the output #4 of the mixer. Run new cables from each of the plates to the equipment rack if necessary.
6. Re-install the two existing CD players in the equipment rack. Connect the audio output of these two players to the RCA #1 & 2 inputs on the audio mixer.
7. Installation of a 4-channel wireless microphone receiver in the equipment rack. Installation two antennas in the ceiling arear of the room to provide good RF coverage for the

- microphones. Connect the antennas to the ANT A & B input on the receiver. Connect the MIC output # 1 – 4 of the receiver to the MIC input # 5 – 8 on the mixer.
8. Installation of a 2-channel audio power amplifier in the rack. Connect the audio output #1 & 2 on the mixer to the audio input of the amplifier. Installation of 24 drop ceiling speakers, 6 in each section of the room replacing the existing speakers. Turn the old speakers over to the customer. Loop 12 of the speakers together with a single home run to the rack. Connect the home run to the 70-volt speaker #1 output of the amplifier. Loop the other 12 speakers together with a single home run to the rack. Connect the home run to the 70-volt speaker #2 output of the amplifier. Tap the speakers at 10 watts 70 volts.
 9. Installation of a single channel audio power amplifier in the rack. Connect the audio output #3 of the mixer to the audio input of the amplifier. Installation of two wall mounted speakers on the patio under the covered area. Loop from one speaker to the next with a single home run to the rack area. Installation of a 70-volt speaker volume control in the trough where the old ¼" jacks were located. Connect the 70-volt speaker output of the amplifier to the speaker input of the volume control. Connect the speaker output of the volume control to the home run from the speakers on the patio. Label the plate "Patio Speakers". Tap the speakers at 30 watts 70 volts.
 10. Program the mixing board to send a mono mix to output # 1, 2 & 3 of the board so the amplifiers will receive the same audio mix.
 11. Installation of a Crestron push button control panel above the input plate at the front of the room. The plate will be mounted at switch height. Installation of a PoE+ network switch in the equipment rack. Connect the PoE+ port of the controller to one of the PoE+ ports on the switch. Connect the RS232 port of the controller to the RS232 port of the projector. Connect the relay #1 & 2 of the controller to the low voltage controller (if exist) of the existing screen.
 12. Program the Crestron controller to control the power of the projector, raise and lower the screen, select the HDMI input as the default input and control the audio output of the projector.
 13. Configure and set up system.
 14. Installation of necessary cabling and raceways.

Customer Responsibilities

- o Receive all equipment delivered to Customer. All displays and TV's must be checked for damage at the time of delivery. Any other obviously damaged boxes should be opened and contents inspected for damage at time of delivery. Any damage must be reported to the carrier and to HTS immediately. Customer is responsible for full replacement cost of any damaged equipment Customer accepts for delivery without conducting the timely inspection described above.
- o Provide power in all locations specified by HTS before the HTS-assigned AV engineers arrive on site for installation, to include camera locations, flat screen locations, and rack locations.
- o Provide network drops in all locations specified by HTS before the AV engineers arrive on site for installation, if applicable.
- o Provide access times and room scheduling to HTS before the AV Engineers arrive on site and ensure accessibility of the necessary locations while installation is being performed.
- o Provide a Point of Contact for the HTS-assigned Project Manager to report to about any possible issues which may arise as well as progress on the installation.
- o Deliver equipment to the buildings in which it will be installed before the AV engineers arrive on site.
- o Provide a location at each building for all trash and boxes to be taken after installation is complete.

- Respond to additional requests for information and assistance as HTS or its contractors may reasonably request to be able to complete the work.

HTS Responsibilities

- HTS-assigned AV engineers will typically arrive on site by 8-10 am of the first day of scheduled installation. Upon arrival, the AV engineers will:
 - Check-in with Customer-assigned Point of Contact.
 - Have an equipment list and Statement of Work in hand.
 - Answer any questions the Customer Point of Contact may have about the installation.
 - Locate and verify that all applicable equipment is on site and in the proper location(s).
 - Document any missing, damaged or invalid equipment.
- As the work progresses, the AV engineers will:
 - Manage all cabling in a neat and organized fashion.
 - Ensure that the installed equipment in each room (to include all audio equipment, projectors, switchers and distribution amplifiers) is adjusted and working properly.
- Upon completion, the AV engineer will:
 - Inform the Customer-assigned Point of Contact
 - Provide training to Customer on proper usage of the room and systems
 - Answer any questions Customer may have about operation of the equipment
 - Ensure that the overall function of the rooms and systems is up to Customer's expectations
 - Remove all boxes and trash and debris associated with the installation to the location provided by Customer
 - Have sign-off sheet signed by Customer, acknowledging completion and departure time.

Post-Installation

- Complimentary 90-Day Warranty-Related Assistance:
 - While HTS does not warrant third-party products, HTS will, for a period of 90 days after installation, assist the Customer with any performance issues which may arise with the equipment and any related warranty claim during such period, without any additional charge. During this limited time period, HTS will, for example, assist Customer in diagnosing functionality problems with the newly-installed equipment and, if appropriate, assist Customer in submitting warranty or other similar claims to the manufacturer of the defective equipment under the manufacturer's warranty. The viability of any warranty claim Customer may have will be dependent upon Customer meeting the criteria of the manufacturer's warranty terms, as to which Customer will be solely responsible.
 - The complimentary 90-day warranty-related assistance includes labor but does not include the payment of any costs or expenses. For example, shipping charges when shipping defective equipment to/from the manufacturer, and any other costs or expenses incurred, will be Customer's sole responsibility.
- After 90 days, labor costs may be charged for time spent assisting Customer with warranty or any other equipment-related issues, unless an optional *Standard Service Contract* has been purchased (see below).
- *Standard Service Contracts*:
 - HTS offers a 12-month "*Standard Service Contract*" which covers labor, as well as costs and expenses, associated with assisting Customer with manufacturer warranty claims during its term.
 - Ask your HTS representative for more information about our *Standard Service Contracts*, including pricing.



CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 03/28/23

Department: IT for Nix Center

Table with 6 columns: Expenditure Threshold**, Distinctions, Quotes Required, Approval, Green Sheet, Resolution. Rows include categories like 'Under \$5,000', 'Utilities \$5,001-\$10,000', etc.

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group.

**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

Table with 2 columns: Vendor Name, Vendor Quote. Row 1: Howard, \$ 34,510.

Check any applicable boxes: [X] 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? New Sound System for Ball Room
2. What is the total cost of the item or service? 34510
3. How many do you need? 1
4. Item or Service Is: [X] New [] Used [] Replacement [] Annual Request
5. Vendor Name (Lowest Quote): Xerox
6. Vendor Number: 23358

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? [X] Yes [] No [] Emergency Request
2. If budgeted, what is the budgeted amount? 39000
3. Budget code: 001300-50475

Email completed form with quotes and other supporting documentation to Erin.Walfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement for the Annual Software Support Renewal of the Records Management System which consists of five components for the Police Department pursuant to Code of Alabama 1975, Section 41-16-51(a)15. The total annual cost is \$21,921.00.

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/30/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Annual Software Support Renewal of the Records Management system

Project Location: Police Dept

Presented to City Council: 4/10/2023

Funding Request Sponsor: Stephanie Hollinghead, Chief of Police

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 21,921.00

Vendor: Southern Software

Project Engineer: n/a

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

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed XXX
 Capitalized
 Inventoried

Expense Code: 001150-50300
 G/L Acct Name: Computer Expense

Project Budgeted: \$ 22,000.00
 Balance Sheet Item-
 Included in projected cash flow

Over (Under) budget amount: \$ (79.00)

Funding Source:

Operating Expenses XXX
 Budgeted Capital
 Unfunded

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

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 03/26/2023 Purchasing Memo Date: 03/26/2023 Delivered To Date: 3/30/2023

Request Approved Date: 3/30/2023 Request Approved Date: 3/30/2023 Approved Date: 3/30/2023

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan




MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: March 29, 2023

Lisa A. Hanks, MMC
City Clerk

Re: Green Sheet and City Council Approval for the Annual Software Support Renewal of the Records Management System from Southern Software for the Police Department

Kimberly Creech
Treasurer

The Chief of Police, Stephanie Hollinghead, is requesting approval of the annual software support renewal of the Records Management System from Southern Software for the Police Department.

The Records Management System from Southern Software was purchased in 2011 for the Police Department. The software support renewal is for five (5) components of the software system. The components are:

Mapping Display System	\$4,797.00
Mobile Data Information System	\$2,974.00
Automatic Vehicle Location	\$1,868.00
Records Management System	\$4,539.00
Computer Aided Dispatch	\$7,743.00

The total cost for the annual renewal is Twenty-One Thousand Nine Hundred Twenty-One Dollars (\$21,921.00)

NOTES:

See Attached Vendor Invoices and Memo from the Chief of Police for details.

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for the Annual Software Support Renewal of the Records Management System from Southern Software for the Police Department for \$21,921.00.

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

CC file, Stephanie Hollinghead, Clint Steadham

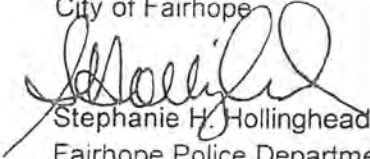


Fairhope Police Department

"On Beautiful Mobile Bay"

Stephanie H. Hollinghead
Chief of Police

107 N. Section St.
Fairhope, AL 36532
(251) 928-2385
Fax (251) 990-0158

DATE: March 17, 2023
TO: Erin Wolfe, Purchasing Agent
City of Fairhope
FROM:  Stephanie H. Hollinghead, Chief
Fairhope Police Department
SUBJECT: Annual Software Renewal

Please find attached invoices from Southern Software for the annual software support renewal of various components of the Records Management System (RMS). The invoices are as follows:

SOUTHERN SOFTWARE ANNUAL RENEWAL			
INDIVIDUAL COMPONENTS	INVOICE DATE	INVOICE #	AMOUNT
Mapping Display System	January 4, 2023	253000	\$ 4,797.00
Mobile Data Information System	January 4, 2023	252999	\$ 2,974.00
Automatic Vehicle Location	January 4, 2023	252999	\$ 1,868.00
Records Management System	February 1, 2023	253240	\$ 4,539.00
Computer Aided Dispatch	February 1, 2023	253239	\$ 7,743.00
TOTAL			\$ 21,921.00

The annual software support renewal was approved in the 2023 budget in the amount of \$22,000.00. Southern Software is the only one that can provide software support to their system, which was originally purchased in February 2011.

Per Kim Creech, City Treasurer, a green sheet needs to be prepared to move forward with payment of these invoices. The renewal will be expensed to 50300 – Computer Expense. Please prepare a green sheet so that the invoices can be processed. Please let me know if you need additional information or paperwork.

SHH/tdh

invoice

SOUTHERN SOFTWARE, INC.
150 PERRY DRIVE
SOUTHERN PINES, NC 28387

V# 27949
001150 - 50300

INVOICE DATE	INVOICE NO.	PAGE
02/01/23	253240	1

(800) 842-3190

SOLD TO

FAIRHOPE (CITY OF)
AP DIVISION (FOR PD)
PO DRAWER 429
FAIRHOPE, AL 36533

SHIP TO

FAIRHOPE (CITY OF)
AP DIVISION (FOR PD)
PO DRAWER 429
FAIRHOPE, AL 36533

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP.	PURCHASE ORDER NO.	SHIP DATE	SHIP VIA	
3063	02/01/23	8157	1		ASAP	No ship via	
QUANTITY ORDERED	UNIT	ITEM NO.	ITEM DESCRIPTION			PRICE UNIT	UNIT PRICE
QUANTITY SHIPPED		QUANTITY BACK ORD.				ITEM DISCOUNT	EXTENDED PRICE
1	EACH	RSPP-ALA	RENEWAL SUPPORT FEE RMS & RAMBLER			EACH	4539.00
1							

Office of the Chief of Police
Received On
FEB 17 2023
Received By: *[Signature]*
Fairhope Police Department

[Handwritten initials]

#50300

MAR2023-FEB2024
THANK YOU

SALES AMOUNT	4539.00
MISC. CHARGES	0.00
FREIGHT	0.00
SALES TAX	0.00
TOTAL	4539.00
PAYMENT REC'D	0.00
BALANCE DUE	4539.00

invoice

SOUTHERN SOFTWARE, INC.
150 PERRY DRIVE
SOUTHERN PINES, NC 28387

V# 27949
001150 - 50300

INVOICE DATE	INVOICE NO.	PAGE
02/01/23	253239	1

(800) 842-8190

SOLD TO

FAIRHOPE (CITY OF)
AP DIVISION (FOR PD)
PO DRAWER 429
FAIRHOPE, AL 36533

SHIP TO

FAIRHOPE (CITY OF)
AP DIVISION (FOR PD)
PO DRAWER 429
FAIRHOPE, AL 36533

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP.	PURCHASE ORDER NO.	SHIP DATE	SHIP VIA
3062	02/01/23	8157	1		ASAP	No ship via

QUANTITY ORDERED	UNIT	ITEM NO.	ITEM DESCRIPTION	PRICE UNIT	UNIT PRICE
QUANTITY SHIPPED		QUANTITY BACK ORD.		ITEM DISCOUNT	EXTENDED PRICE
1	EACH	RSPP-ALA	RENEWAL SUPPORT FEE CAD 24/7	EACH	7743.00
1					

Office of the Chief of Police
Received On:

FEB 17 2023
Received By: *[Signature]*
Fairhope Police Department

#50300

[Signature]

MAR2023-FEB2024
THANK YOU

SALES AMOUNT	7743.00
MISC. CHARGES	0.00
FREIGHT	0.00
SALES TAX	0.00
TOTAL	7743.00
PAYMENT REC'D	0.00
BALANCE DUE	7743.00

Paid in Feb.

invoice

SOUTHERN SOFTWARE, INC.
150 PERRY DRIVE
SOUTHERN PINES, NC 28387

(800) 842-8190

INVOICE DATE	INVOICE NO.	PAGE
01/04/23	253000	1

SOLD TO

SHIP TO

FAIRHOPE (CITY OF)
AP DIVISION (FOR PD)
PO DRAWER 429
FAIRHOPE, AL 36533

FAIRHOPE (CITY OF)
AP DIVISION (FOR PD)
PO DRAWER 429
FAIRHOPE, AL 36533

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP.	PURCHASE ORDER NO.	SHIP DATE	SHIP VIA
2819	01/04/23	8157	1		ASAP	No ship via

QUANTITY ORDERED	UNIT	ITEM NO.	ITEM DESCRIPTION	PRICE UNIT	UNIT PRICE
QUANTITY SHIPPED		QUANTITY BACK ORD.		ITEM DISCOUNT	EXTENDED PRICE
1	EACH	RSPP-ALA	RENEWAL SUPPORT FEE	EACH	4797.00
1			MDS 24/7		
CITY OF FAIRHOPE					

FEB 2023-JAN 2024 JAN 09 2023
HAPPY NEW YEAR

ACCTS PAYABLE

SALES AMOUNT	4797.00
MISC. CHARGES	0.00
FREIGHT	0.00
SALES TAX	0.00
TOTAL	4797.00
PAYMENT REC'D	0.00
BALANCE DUE	4797.00

paid in Job

invoice

SOUTHERN SOFTWARE, INC.
150 PERRY DRIVE
SOUTHERN PINES, NC 28387

(800) 842-8190

INVOICE DATE	INVOICE NO.	PAGE
01/04/23	252999	1

SOLD TO

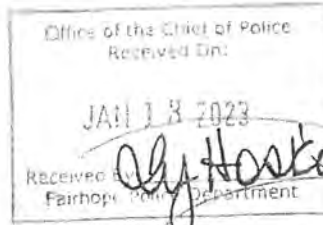
FAIRHOPE (CITY OF)
AP DIVISION (FOR PD)
PO DRAWER 429
FAIRHOPE, AL 36533

SHIP TO

FAIRHOPE (CITY OF)
AP DIVISION (FOR PD)
PO DRAWER 429
FAIRHOPE, AL 36533

ORDER NO.	ORDER DATE	CUSTOMER NO.	SALES REP.	PURCHASE ORDER NO.	SHIP DATE	SHIP VIA
2818	01/04/23	8157	1		ASAP	No ship via

QUANTITY ORDERED	UNIT	ITEM NO.	ITEM DESCRIPTION	PRICE UNIT	UNIT PRICE
QUANTITY SHIPPED		QUANTITY BACK ORD.		ITEM DISCOUNT	EXTENDED PRICE
1	EACH	RSPP-ALA	RENEWAL SUPPORT FEE	EACH	1868.00
1			AVL		
1	EACH	RSPP-ALA	RENEWAL SUPPORT FEE	EACH	2974.00
1			MDIS 24/7		



APT

#50300

** waiting on call from Jeff - My 1/13/23*
** spoke to Jeff & bills are okay to submit for print*

CITY OF FAIRHOPE

JAN 09 2023

ACCTS PAYABLE

FEB 2023-JAN 2024
HAPPY NEW YEAR

SALES AMOUNT	4842.00
MISC. CHARGES	0.00
FREIGHT	0.00
SALES TAX	0.00
TOTAL	4842.00
PAYMENT REC'D	0.00
BALANCE DUE	4842.00



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Stephanie H. Hollinghead

Date: March 28, 2023

Department: Police

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>Southern Software</u>	\$ <u>21,921.00</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Annual Software Renewal
2. What is the total cost of the item or service? \$21,921.00
3. How many do you need? 1
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Southern Software
6. Vendor Number: 27949

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? \$22,000.00
3. Budget code: 50300 – Computer Expense

*Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.*

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement for the addition of General Billing to the Munis Financial System from Tyler Technologies a Sole Source Provider. General Billing will be used by the Finance, Treasury and Revenue Departments for creating invoices and bills for miscellaneous charges. The total cost for implementation and the first year of service is \$8,644.00.

Adopted on this 10th day of April, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/30/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approval to Add General Billing to Munis

Project Location: IT

Presented to City Council: 4/10/2023 Resolution # :
Approved _____

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 8,644.00

Vendor: Tyler Technologies \$ _____

Project Engineer: n/a

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

APR 8 '23 PM 4:50 *cow*

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed XXX
 Capitalized _____
 Inventoried _____

Expense Code: 001100-50300
 G/L Acct Name: Computer Expense

Project Budgeted: \$ 8,000.00
 Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 644.00

Funding Source:

Operating Expenses XXX
 Budgeted Capital _____
 Unfunded _____

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

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

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant City Treasurer Mayor

Purchasing Memo Date: 3/28/2023 Purchasing Memo Date: 3/28/2023 Delivered To Date: 3/30/2023

Request Approved Date: 3/30/2023 Request Approved Date: 3/30/2023 Approved Date: 3/30/2023

Signatures: *Aislinn Stone* *Kim Creech* *Sherry Sullivan*
 Aislinn Stone Kim Creech Mayor Sherry Sullivan



MEMO

To: **Aislinn Stone, Senior Accountant**
Kimberly Creech, Treasurer

Sherry Sullivan
Mayor

From: Erin Wolfe, Purchasing Manager

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

Date: March 28, 2023

Lisa A. Hanks, MMC
City Clerk

Re: **Green Sheet and City Council Approval to Add General Billing to Munis**

Kimberly Creech
Treasurer

The I.T. Director, Jeff Montgomery, requests approval to add General Billing to the Munis Financial System. General Billing will be used by the Finance, Treasury and Revenue Departments for creating invoices and bills for miscellaneous charges.

The Project Management and Remote Implementation will be a one-time cost of Six Thousand Three Hundred Dollars (\$6,300.00). The recurring fees for the General Billing will be Two Thousand Three Hundred Forty-Four Dollars (\$2,344.00). The total cost for implementation and the first year of service will be Eight Thousand Six Hundred Forty-Four Dollars (\$8,644.00).

Tyler Technologies is the Sole Source provider for the Munis Software.

NOTES:

See Attached Vendor Proposals for Details.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for the addition of General Billing to Munis for \$8,644.00.

CC: Jeff Montgomery, Clint Steadham

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

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



Quoted By: Brad Reed
 Quote Expiration: 09/11/23
 Quote Name: City of Fairhope - ERP - General Billing
 Quote Description: General Billing
 SaaS Term: 1.00

Sales Quotation For:

City of Fairhope
 161 N Section St
 Fairhope AL 36532-2426
 Phone: +1 (251) 928-2136

Tyler SaaS and Related Services

Description	Qty	Imp.	Hours	Annual Fee
Revenue Management General Billing	1		32	\$ 2,344.00
TOTAL	32			\$ 2,344.00

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Project Management	4	\$ 175.00	\$ 0.00	\$ 700.00	\$ 0.00
Remote Implementation	32	\$ 175.00	\$ 0.00	\$ 5,600.00	\$ 0.00
TOTAL				\$ 6,300.00	\$ 0.00

Summary	One Time Fees	Recurring Fees
Total Tyler License Fees	\$ 0.00	\$ 0.00
Total SaaS	\$ 0.00	\$ 2,344.00
Total Tyler Services	\$ 6,300.00	\$ 0.00
Total Third-Party Hardware, Software, Services	\$ 0.00	\$ 0.00
Summary Total	\$ 6,300.00	\$ 2,344.00
Contract Total	\$ 8,644.00	

Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____
 Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

Comments

Client agrees that items in this sales quotation are, upon Client's signature or approval of same, hereby added to the existing agreement ("Agreement") between the parties and subject to its terms. Additionally, payment for said items, as applicable but subject to any listed assumptions herein, shall conform to the following terms:

- * License fees for Tyler and third party software are invoiced upon the earlier of (i) deliver of the license key or (ii) when Tyler makes such 2023-393515-H2H2P4

software available for download by the Client;

- Fees for hardware are invoiced upon delivery;
- Fees for year one of hardware maintenance are invoiced upon delivery of the hardware;
- Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software available for download by the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the Agreement, with renewals invoiced annually thereafter in accord with the Agreement.
- Fees for services included in this sales quotation shall be invoiced as indicated below.
 - Implementation and other professional services fees shall be invoiced as delivered.
 - Fixed-fee Business Process Consulting services shall be invoiced 50% upon delivery of the Best Practice Recommendations, by module, and 50% upon delivery of custom desktop procedures, by module.
 - Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion module, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion module.
 - Except as otherwise provided, other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided, payment shall be invoiced upon delivery of the Implementation Planning document.
- Dedicated Project Management services, if any, will be invoiced monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- If Client has purchased any change management services, those services will be invoiced in accordance with the Agreement.
- Notwithstanding anything to the contrary stated above, the following payment terms shall apply to services fees specifically for migrations: Tyler will invoice Client 50% of any Migration Fees listed above upon Client approval of the product suite migration schedule. The remaining 50%, by line item, will be billed upon the go-live of the applicable product suite. Tyler will invoice Client for any Project Management Fees listed above upon the go-live of the first product suite. Unless otherwise indicated on this Sales quotation, annual services will be invoiced in advance, for annual terms commencing on the date this sales quotation is signed by the Client. If listed annual service(s) is an addition to the same service presently existing under the Agreement, the first term of the added annual service will be prorated to expire coterminous with the existing annual term for the service, with renewals to occur as indicated in the Agreement.

- Expenses associated with onsite services are invoiced as incurred.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the scope, level of engagement, and timeline as defined in the Statement of Work (SOW) for your project. The actual amount of services required may vary, based on these factors.

Tyler's pricing is based on the scope of proposed products and services contracted from Tyler. Should portions of the scope of products or services be altered by the Client, Tyler reserves the right to adjust prices for the remaining scope accordingly.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting. Installations are completed remotely but can be done onsite upon request at an additional cost.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

The Implementation Hours included in this quote assume a work split effort of 70% Client and 30% Tyler.

Implementation Hours are scheduled and delivered in four (4) or eight (8) hour increments.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

General Billing library includes: standard invoice, standard statement, standard general billing receipt and standard miscellaneous receipt.

Standard Project Management responsibilities include project plan creation, initial stakeholder presentation, bi-weekly status calls, updating of project plan task statuses, and go-live planning activities.



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 03/15/23

Department: IT – For Revenue Dept

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>Tyler Tech</u>	\$ <u>8644.00</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Add General Billing to Munis
2. What is the total cost of the item or service? 8644
3. How many do you need? 1
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): Tyler Tech
6. Vendor Number: 28589

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? Budget was \$5,500 001160-50300
- 3.

*Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.*



Munis General Billing

Local governments and school districts often need to create invoices and bills for miscellaneous charges, such as rented building space, parking and certain types of permits. Tyler's Munis® General Billing software creates invoices for various departments and activities not covered by other Munis revenue applications, such as Utility Billing and Tax Billing. Munis General Billing eliminates handwritten bills and manual calculations, and generates invoices containing itemized charges at calculated rates, accumulated totals and payment history.

General Features

- Creation and maintenance of user-defined invoices
- Flexibility to include multiple line items and revenue distributions per invoice
- Automatic calculation of sales tax and interest
- Customizable invoice descriptions and account distributions
- Sufficient text area to adequately describe services provided
- Various accounting methods accommodated including cash and accrual
- Automatic generation of recurring invoices for leases, business licenses, permits, etc.
- Supports electronic fund transfers (EFT)
- Invoice creation for reimbursements and indirect costs for a specific project or for all projects
- Interdepartmental billing to automatically pay internal bills using designated funds
- Incident tracking for false alarms, traffic violations, etc., with the ability to generate invoices according to escalating business rules
- Consolidated statements for customers with multiple accounts
- Customer statements showing activity and balances for a user-defined period of time
- Ability to send invoices to multiple addresses for the same customer
- Collection and handling of general billing deposits are collected as miscellaneous cash receipts earmarked for customer accounts; reversal of the deposit receipt automatically reduces the customer's deposit balance

Munis General Billing works with Munis Payment Entry and integrates with the general ledger to provide accurate, real-time accountability

General Features (cont.)

- Invoice reprints reflect corrections, comments and latest payment activity
- Assess multiple fees on the same invoice on the same day
- Various fee calculation methods to assess late fees, including an option to prevent the fee from exceeding the unpaid invoice amount
- Insurance billing for retired employees with the ability to apply state credits
- Option to import invoices
- Workflow approval according to the invoice amount or AR code
- Integration with Munis payroll, tax, and permit and code systems
- Amortization schedule for loan management

Inquiries and Reports

- Ability to generate account statements for:
 - » Specific accounts
 - » Range of accounts within a department
 - » Range of customers
 - » Delinquent accounts
- Ability to print a duplicate bill or statement upon request
- Automatic printing of Munis General Billing invoices via Munis' scheduler
- Munis Accounts Receivable permits are looked up by invoice number or customer name and number, and supports partial payments and user-defined distribution of payments
- Automate certain reports, notices and other tasks via Munis' scheduler
- Analysis reports by department or activity, items or services sold, and age of bill include:
 - » Invoice journal
 - » Aged trial balance
 - » Detail history report

PARKING AUTHORITY

NOMINEE (S)

4 -Year Term

APPOINTMENTS

Bryan Flowers

REAPPOINTMENTS

The term shall end April 2027

CITY OF FAIRHOPE



STW

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533. PLEASE PRINT CLEARLY

Last Name: **Flowers** First Name: **Bryan** Phone Number:
334-740-4010 Cell: **Same** Email: **bryan.flowers1@outlook.com**

Home Address: 127 Glen Hardie Drive

City: Fairhope State: AL Zip: 36532

Business Address: **Same**

City: State: Zip:

Name of Board or Committee: **Parking Authority**

EDUCATIONAL BACKGROUND:

AA Degree from Marion Military Institute, Graduated as a 2nd Lt. in Cadet Corp (Platoon Leader). BS Degree from Auburn University.

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

NA

PROFESSIONAL EXPERIENCE:

25 years of leadership roles in the (CPG) Food and Beverage industry. Currently, I am the Managing Director within the Executive Recruiting industry. Please see the attached resume.

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

There has been an ongoing challenge in balancing the need for sufficient parking and keeping downtown Fairhope's charm and beauty. I constantly see the comments thru the various Fairhope Apps and thought this would be a great committee to join in resolving these challenges.

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

Leadership background, a very good collaborative skill set, project management skills, and fact-based decision methodology based on collaboration. Fairhope is and continues to be a premier destination for visitors and individuals that want to call Fairhope home and would like to be part of the solution in resolving our parking challenges.

Signature: Bryan Jones
You may attach a resume with this application.

Date: 2/10/23

Accomplished Executive with demonstrated ability to deliver mission-critical results. A leader skilled in utilizing analytical & consumer data to strengthen the sales and operational processes. An innovative and collaborative executive whose key competency and personal passion is to build high-performance leadership teams that drive outstanding financial results and competitive differentiation. Skilled in delivering significant revenue and margin results at Public, Private, Start-Up, and Private Equity companies.

AREA OF EXPERTISE

- Strategic Planning
- Team Leadership
- Multi-Channel
- P&L Leadership
- Collaborative Leader
- Team Development
- Product Innovation
- Change Management
- Customer Acquisition
- Broker Management
- Consumer Insights
- Customer Service
- Board Experience
- Trade Management
- M&A
- Operational Cost Mgt

Trade Customer Relationships

- Walmart
- Amazon
- Costco
- Walgreens
- HEB
- Wegmans
- Publix
- AWG
- Meijer
- Kroger
- Sam's
- Loblaws
- Ahold
- WinCo
- Food Lion
- Sobeys
- Harris Teeter
- Whole Foods
- Albertsons
- SpartanNash
- Aldi
- Hannaford
- Topco
- Fresh Mkt
- Dollar General
- Family Dollar
- Dollar Tree
- Grocery Outlet

PROFESSIONAL EXPERIENCE

PeopleSuite

May 2020 – Present

Managing Director

- President's Club Winner; 2021 & 2022
- Manage client account relationships in Food Manufacturing, Consumer Products (CPG), Pharmaceuticals, Consumer Services, Cannabis, and Supermarkets industries.
- Full-cycle recruiter and client manager - analyze hiring needs, determine best-recruiting methods, and create/deploy client-specific and/or role-specific recruiting strategies using a multi-faceted campaign strategy. Interview and present candidates and negotiate offers.
- Successful placement of candidates in the following functional areas: Human Resources, Sales, Marketing (both Traditional & Digital), eCommerce, Food Operations & Production, Engineering, Supply Chain, Quality Assurance, Category Management, Brand Management, Project Management, Plant Leadership, District Leadership, Executive Leadership.
- Provide strategic consultation to address hiring pain points within all retained and contingent hiring/recruiting needs.

NUZEE, INC. - \$3 Million Dollar Coffee Start Up

2018 – April 2020

Sales & Marketing Manager; North America

Appointed to spearhead and revitalize the startup's corporate growth strategy for a Nasdaq IPO. Revenue initiatives for co-manufacturing, branded, private label, and roaster programs across all trade channels. Management responsibilities of 2 Sales Managers, Director of Marketing & Marketing Associate.

- Aggressively pursued and developed Pour Over Coffee programs for the following:

- Walmart, Costco, Southeast Grocers, HEB, Albertson's, Bed Bath & Beyond, AholdDelhaize
- Developed the Steep Style Coffee and Standup Pouch Coffee programs for:
 - Amazon, Bass Pro, Academy Sports, Dick's Sporting Goods, Dollar Tree, Dollar General, and Family Dollar
- Broker consolidation and restructuring initiative, built both a Branded and Store Brand national broker network
- Successfully launched the Coffee Blender Barista brand into both Brick & Mortar and E-Commerce
- Managed and created corporate trade & merchandising programs for various trade channels
- Revitalized the Twin Peaks Pour Over program at Amazon; incorporated trade funding initiatives and new item extensions and developed a more focused SEO resulting in 50% growth
- International product & program development with a UK-based start-up.

MORGAN FOODS

2005–2018

Sr. Vice President, Sales & Marketing North America | Company Officer

Family-owned, 120-year-old food manufacturer with a primary focus on Can Organic/non-Organic Soup, Aseptic Broth, Can Broth, Gravy, and Organic/non-Organic Beans categories

Served on a 4-member executive team, collaborating on a 5-year strategic roadmap, business strategies, and major capital project plans to achieve new category and CAGR growth targets.

- Managed a \$320M P&L with 12-member sales & marketing team.
- Delivered a 6.0% CAGR through customer acquisition, trade/merchandising, product innovation, and deliberate pricing actions
- Built the marketing department from the ground up. Incorporated consumer data initiatives, product innovation, trend analysis, P&L/Pricing metrics, forecasting, and SKU rationalization initiatives.
- Developed annual budgets targeting new items and merchandising strategies for both retailers and nationwide broker network
- Transformed the regional sales management team thru ongoing training, enhanced collaborative process, consumer trend knowledge, and implementation of the robust metric review process
- Secured business with 13 new national accounts across all channels of trade:
 - Traditional Supermarket - Kroger, HEB, Sam's Club, Walmart, Wegman's, WinCo, AholdDelhaize, Southeast Grocers
 - Mass/Club – Walmart, Sam's
 - Canadian - Overwaitea
 - Value/Limited Assortment – Lidl, Dollar Tree, Dollar General, Family Dollar
- Championed continuous product innovation and initiated the development of 15+ new product lines via alignment of strategic retailers coupled with consumer trend analysis

CONAGRA FOODS | Store Brands Division

2000 – 2005

Senior Director, Sales & Marketing | Eastern Region

Public Company, \$15B+ food manufacturer with a primary focus in Cereal, Can Pasta, Cooking Spray, Fruit Snacks, Granola Bar, Can Meat, Toaster Pastry, and Breakfast Bar categories.

- \$120M business with 35 accounts across the US, UK & Puerto Rico with management responsibilities of 2 direct reports
- Developed trade merchandising programs with strategic customers such as Delhaize, Ahold, Kroger, Publix, Albertsons, Harris Teeter & Wakefern
- Delivered an annual 7% CAG through customer acquisition and new item innovation

Director, Sales & Marketing | Southern Region

- \$60M business with 25 accounts across the US & Puerto Rico with management responsibilities of one direct report

THE RED WING COMPANY/CARRIAGE HOUSE FOODS | Division of Tomkins, PLC

1995 – 2000

Southeast Business Manager, Sales & Marketing

Public Company, a European-based food manufacturer with a primary focus on condiments, pourable dressing, jelly/preserves, peanut butter, ketchup, and spaghetti sauce categories.

- \$50M business with 20 US & Puerto Rico accounts.

OTHER RELEVANT EXPERIENCE

Golden Bay Foods, division of Federated Foods - Regional Account Executive

Presto Products, division of Reynolds Metals Company - Regional Business Manager

Fleming Companies Inc. - Product Manager, Senior Category Manager, and Buyer

EDUCATION

B.S., Business Administration | Auburn University | Auburn, Alabama

Associate Degree | Cadet 2nd Lt. | Marion Military Institute | Marion, Alabama

Lisa A. Hanks, MMC

From: Stephanie Hollinghead
Sent: Monday, April 3, 2023 10:56 AM
To: Lisa A. Hanks, MMC
Subject: RE: Parking Authority
Attachments: 02-10-2023 Bryan Flowers Application - Parking Authority.pdf

The Parking Authority Committee met on April 3, 2023, at 8:00 am and made a recommendation to appoint Bryan Flowers a member of the Committee.

Thanks

Chief Stephanie Hollinghead
Fairhope Police Department
251-928-2385
Stephanie.hollinghead@fairhopeal.gov

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this message in error, please contact the sender and delete the material from all computers.

From: Lisa A. Hanks, MMC <Lisa.Hanks@fairhopeal.gov>
Sent: Monday, April 3, 2023 10:50 AM
To: Stephanie Hollinghead <Stephanie.Hollinghead@fairhopeal.gov>
Subject: RE: Parking Authority

An e-mail with name of applicant; and recommendation from Parking Authority.

LISA A. HANKS, MMC
City Clerk
City of Fairhope
P. O. Drawer 429
Fairhope, AL 36533
251-928-2136
251-302-7552 (Fax)



From: Stephanie Hollinghead <Stephanie.Hollinghead@fairhopeal.gov>
Sent: Monday, April 3, 2023 10:44 AM



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Thomas Bratton McGregor SSN# - - -

AGE 39 DATE OF BIRTH _____ PLACE OF BIRTH Dhahran Saudi Arabia

MAILING ADDRESS 10349 Taylor Harper Blvd. Grand Bay Al 36541

HOME # _____ WORK # _____

CELL # 251.604.4776 FAX # _____

RESIDENCE ADDRESS Same As Above

NO. YEARS AT PRESENT ADDRESS 6 NO. YEARS AT PREVIOUS ADDRESS 5

PREVIOUS ADDRESS 13221 Holly Ct. Grand Bay Al 36541

NAME AND ADDRESS OF BUSINESS Bottles Up Mobile Inc. 10349 Taylor Harper Blvd.
Grand Bay Al. 36541

NAME OF CORPORATION Bottles Up Mobile Inc.

BUSINESS LOCATION 10349 Taylor Harper Blvd. Grand Bay Al. 36541

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE No

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Roger Winkles	700 Crystal Wells Ct. North Fairhope	
Dawn Best	10610 Mildred Ave Grand Bay	
Troy Perry	10651 Hillcrest Dr. East Grand Bay	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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

Thomas Bratton McGregor
SIGNATURE (FULL NAME)

3.31.23
DATE

NOT APPROVED _____ DATE _____
APPROVED [Signature] Chief of Police DATE 4/4/23
Chief of Police

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

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

INCORPORATION MEMBERS

Applicant: Thomas Bratton McGregor, d/b/a/ Bottles Up Mobile Inc.

The following persons have a proprietary of profit interest in this business: (not needed for corporations whose stock is traded on a recognized stock exchange)

Name Thomas Bratton McGregor Social Security Number _____

Date of Birth _____ Age 39 Place of Birth Saudi Arabia

Mailing Address 10349 Taylor Harper Blvd Grand Bay AL 36541

Position with the Business President

Telephone Number 251.604.4776 Driver License Number _____ State AL

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230330150531222

Type License: 140 - SPECIAL EVENTS RETAIL State: \$150.00 County: \$233.00
 Type License: State: County:
 Trade Name: **CRAWFISH DERBY 2023** Filing Fee: \$50.00
 Applicant: **BOTTLES UP MOBILE INC** Transfer Fee:
 Location Address: 14210 GREENO RD FAIRHOPE, AL 36532
 Mailing Address: 10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541
 County: BALDWIN Tobacco sales: NO Tobacco Vending Machines:
 Product Type: Type Ownership: CORPORATION
 Book, Page, or Document info: 958-345 D C
 Do you sell Draft Beer?:
 Date Incorporated: 12/22/2021 State incorporated: AL County Incorporated:
 Date of Authority:
 Federal Tax ID: 87-4118229 Alabama State Sales Tax ID: R011297283

Name:	Title:	Date and Place of Birth:	Residence Address:
THOMAS MCGREGOR 7003378 - AL	MEMBER	9/22/1983 SAUDI ARABIA	10349 TAYLOR HARPER BLVD GRAND BAY, AL 36541

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
 Does ABC have any actions pending against the current licensee? NO
 Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
 Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
 Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
 Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
 Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
 Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: THOMAS BRATTON MCGREGOR Home Phone: 251-604-4776
 Business Phone: 251-604-4776 Cell Phone:
 Fax: E-mail: BARGUY@BOTTLESUPMOBILE.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
 Trade Name: License 1:
 Applicant: License 2:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20230330150531222

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **OAK HOLLOW FARM INC 251-928-4840**
 What is lessors primary business? **VENUE**
 Is lessor involved in any way with the alcoholic beverage business? **NO**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
 Is the business used to habitually and principally provide food to the public? **NO**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **YES**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **1600** Display Square Footage:
 Building seating capacity: **100** Does Licensed premises include a patio area? **NO**
 License Structure: **SINGLE STRUCTURE** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: Nearest:
 Nearest school: Nearest church: Nearest residence: **1 blocks**
 Location is within: **CITY LIMITS** Police protection: **CITY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230330150531222**



Initial each

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

XXX

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

XXX

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print):

Signature of Applicant:

Notary Name (print):

Notary Signature:

Commission expires:

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20230330150531222

**Private Clubs / Special Retail / Special Events / Wine Festival or Wine Festival
Participants licenses ONLY**

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: 5/6/2023 Ending Date: 5/6/2023

Special terms and conditions for special event/special retail:

LICENSE IS VALID FOR 7 DAYS OR LESS. EVENT WILL BE HELD SATURDAY, MAY 6, 2023. BEER, WINE, AND LIQUOR WILL BE SOLD. NO ALCOHOL IS ALLOWED TO LEAVE THE LICENSED PREMISE. NO TO-GO SALES OF ALCOHOL PERMITTED. THIS IS A NON-RENEWABLE LICENSE.

Wine Festival / Wine Festival Participant licenses (5 Days or Less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Receipt Confirmation Page

Receipt Confirmation Number: **20230330150531222**
Application Payment Confirmation Number: **90947372**

Payment Summary	
Payment Item	Fee
Application Fee for License 140	\$50.00
Total Amount to be Charged	\$50.00

License Payment Confirmation Number:

Payment Summary			
Payment Item	County Fee	State Fee	Total Fee
140 - SPECIAL EVENTS RETAIL	\$233.00	\$150.00	\$383.00
			\$0.00
Total Amount to be Charged	\$233.00	\$150.00	\$383.00

Application Type

Application Type: APPLICATION

Applicant Information

License Type 1: 140 - SPECIAL EVENTS RETAIL
License Type 2:
License County: BALDWIN
Business Type: CORPORATION
Trade Name: **CRAWFISH DERBY 2023**
Applicant Name: **BOTTLES UP MOBILE INC**
Location Address: 14210 GREENO RD
FAIRHOPE, AL 36532
Mailing Address: 10349 TAYLOR HARPER BLVD
GRAND BAY, AL 36541
Contact Person: THOMAS BRATTON MCGREGOR
Contact Home Phone: 251-604-4776
Contact Business Phone: 251-604-4776
Contact Fax:
Contact Cell Phone:
Contact Email Address:
Contact Web Address:
Contact Relationship to Applicant: PRESIDENT



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION
Confirmation Number: 20230330150531222



Initial each

In reference to law violations, I attest to the truthfulness of the responses given within the application.
 In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

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The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Thomas Bratton McGregor*

Signature of Applicant: *[Handwritten Signature]*

Notary Name (print): *Ashley Ann Roza*

Notary Signature: *[Handwritten Signature]*

Commission expires: *3/21/2026*

Application Taken: App. Inv. Completed:

Submitted to Local Government:

Forwarded to District Office:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

ASHLEY ANN ROZA
 Notary Public
 Alabama State at Large