

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

**TUESDAY, 29 AUGUST 2023 – 4:30 P.M. – CITY COUNCIL CHAMBER**

1. Discussion of Recruitment Bonus
2. Committee Updates
3. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.  
on Tuesday, August 29, 2023 – City Council Chamber**

**Next Regular Meeting – Monday, September 11, 2023 – Same Time Same Place**

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**TUESDAY, 29 AUGUST 2023 - 6:00 P.M. – CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 14 August 2023 Regular City Council Meeting and minutes of 14 August 2023 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Ordinance – An Ordinance to require annexation for property outside the City Limits but contiguous to the City Limits for new connection to the City of Fairhope’s Water System.
6. Resolution – That the City Council hereby authorizes and extends the Park and Street Usage Fees Contract for the IAFL Semi-Pros’ Fairhope Storm semi-professional football team on a year to year basis (Current contract expires on December 31, 2023).
7. Resolution – That the City Council approves Amendment No. 1 to the Subaward Agreement for ADCNR Grant #S1P17-FACP; and authorizes the Mayor to execute Amendment No. 1 between the City of Fairhope and ADCNR.
8. Resolution – That the City Council approves Amendment No. 1 to RFP 006-20 - Program Administrative Services for Community-Based Comprehensive Land Use Plan to Grant Management, LLC for ADCNR Grant #S1P17-FACP; and authorizes the Mayor to execute Amendment No. 1 between the City of Fairhope and Grant Management, LLC.
9. Resolution – That the City Council approves Amendment No. 1 to RFP PS001-21 – Professional Planning Services for Community-Based Comprehensive Land Use Plan to Neel-Schaffer, Inc. for ADCNR Grant #S1P17-FACP; and authorizes the Mayor to execute Amendment No. 1 between the City of Fairhope and Neel-Schaffer.
10. Resolution – That the City Council approves Amendment No. 1 to RFQ PS007-20 – Geographic Information System (GIS) Services for Community-Based Comprehensive Land Use Plan to Goodwyn, Mills and Cawood, Inc. for ADCNR Grant #S1P17-FACP; and authorizes the Mayor to execute Amendment No. 1 between the City of Fairhope and Goodwyn, Mills and Cawood, Inc.
11. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Kimley-Horn and Associates for Professional Engineering Services for Dog House Pump Station Rehabilitation (RFQ PS23-023) with a not-to-exceed amount of \$193,000.00.

12. Resolution – That the City of Fairhope approves the procurement of Weathering Steel Power Poles for the Dyer Road Project from Myer Utility Structures, LLC in the amount of \$88,683.00 with an added contingency amount of \$8,868.30 for a not-to-exceed amount of \$97,551.30.
13. Resolution – That the City of Fairhope approves the procurement of a New Replacement Roof for the Quail Creek Maintenance Barn from Roof Doctors with a not-to-exceed amount of \$49,000.00.
14. Resolution – That the City of Fairhope approves the procurement of an Aruba Replacement Core Switch to replace failed hardware with a total not-to-exceed amount of \$23,711.00.
15. Resolution – That the City of Fairhope approves the procurement of 21,000 feet of 2” Drisplex Gas Pipe from General Utility Pipe & Supply with a not-to-exceed amount of \$23,100.00.
16. Resolution – That the City of Fairhope approves the procurement of Professional Services from Artist, Hannah Legg, for the Mural Display at Arts Alley for a not-to-exceed amount of \$21,000.00; and authorizes Mayor Sherry Sullivan to execute Mural Project Agreement.
17. Resolution – That the City of Fairhope approves the selection of PFM Financial Advisors LLC for Professional Consulting Services as Financial Advisor with annual retainer for a not-to-exceed amount of \$20,000.00; and hereby authorizes Mayor Sherry Sullivan to execute contract.
18. Resolution – That the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff’s Office, and the City of Fairhope for the administration of the School Resource Officer Program at Baldwin County Public Schools.
19. Resolution – That the proposed City of Fairhope Purchasing Policy Guidelines procedure is hereby approved for expenditures which will streamline the process which will save time and money; and the City Treasury Department shall provide to the City Council a bi-monthly report of capital items budgeted and non-budgeted.
20. Resolution – That Mayor Sherry Sullivan is hereby authorized to write a letter on behalf of the City of Fairhope to support South Alabama Regional Planning Commission’s (SARPC) Grant Application to the NOAA Climate Resilience Regional Challenge on behalf of the communities across Southwest, mostly coastal, Alabama.
21. Resolution – That the City Council approves and adopts the recommendations of the Personnel Board and Department Heads to retitle positions; change pay grades; reclassify positions; and delete positions as presented in said resolution.
22. Resolution – That the City Council authorizes Mayor Sherry Sullivan to enter into a contract with Daphne Utilities for a Water Connection Project with an estimated cost of \$35,873.20 to enhance water distribution reliability and increase community resilience.

23. Resolution – That the City of Fairhope estimates that its anticipated allocation from the Rebuild Alabama Act fund for the Fiscal Year 2024 will be approximately \$160,000.00 to be used for street maintenance, improvement, replacement and construction of roads within the City of Fairhope, with the increasing allocations for each fiscal year thereafter.
24. Request – Jon Cardwell (Principal of Fairhope High School), requesting permission to close streets to hold the Fairhope High School Homecoming Parade to be held at 5:30 p.m. on September 21, 2023, and the use of the Beach Pavilion immediately following the parade for the bonfire pep rally. Both events would be from 5:00 p.m. to 8:30 p.m. to include the set up and actual event. Also, requesting that the rental fee be waived for this school function.
25. Request – Leslie Edgemon (Baldwin County Humane Society), requesting permission to close streets in downtown Fairhope on Thursday, October 26, 2023, from 5:00 p.m. to 7:00 p.m. for the Fairhope Witches Ride 2023. The ride will begin and end at Coastal Alabama Community College Amphitheater. This whimsical bike ride benefits local animal rescue and helps animals throughout our area.
26. Charge off Uncollectible Utility Accounts for the fiscal year 2016-2017 in the amount of \$226,888.90.
27. Charge off Insufficient Checks (“NSF”) for fiscal years 2017 through 2019 in the amount of \$3,133.95.
28. Executive Session – To discuss imminent, potential, and pending litigation.
29. Public Participation – (3 minutes maximum)
30. Adjourn

**Next Regular Meeting – Monday, September 11, 2023 – Same Time Same Place**

STATE OF ALABAMA                    )  
  :  
COUNTY OF BALDWIN                )

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 14 August 2023.

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

There being a quorum present, Council President Robinson called the meeting to order at 6:09 p.m. The invocation was given by Dr. Darren McClellan of Fairhope United Methodist Church and the Pledge of Allegiance was recited. Councilmember Burrell moved to approve minutes of the 24 July 2023, regular meeting; minutes of the 24 July 2023, work session; and minutes of the 7 August 2023, special called emergency City Council meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Council President Robinson stated there was a need to add on an agenda item after Agenda Item Number 30: a Motion to move the regularly scheduled meetings on Monday, August 28, 2023 to Tuesday, August 29, 2029 at the same time and place.

Councilmember Boone moved to add on the above-mentioned item not on the printed agenda. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items:

- 1) Thanked City Staff and Police Department for great start to the school year;
- 2) Attended Business Council of Alabama this past weekend; and received great comments regarding Fairhope;
- 3) Announced Pickleball Courts opened at Quail Creek;
- 4) Reminded everyone about Coffee with the Mayor is on August 16, 2023;
- 5) Stated bids for Waterfront Project and will finally get this project started;
- 6) Mentioned Water Conservation and gave statistics on rainfall and days above 95 degrees.

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The following individuals spoke during Public Participation for Agenda Items:

- 1) Joe Rytlewski, 14 Paddock Drive, addressed the City Council regarding Agenda Item Number 7: an Ordinance amending Ordinance No. 1682, an Emergency Water Conservation Plan for Users of the City of Fairhope Water System. Mr. Rytlewski said he was concerned about the Emergency Water Conservation; and there is no way to know the status of water. He said Phase II was a needed key step; and the impression was our tanks were empty which was a surprise. Mr. Rytlewski stated there is not enough information out there.

Councilmember Burrell said he would give information regarding the Emergency Water Conservation Plan Ordinance when it is brought up. He said we are still at 85% capacity; and half of our usage is irrigation. He we were pegged at 100% so we went from Phase I to Phase III. Councilmember Burrell commented SB107 stopped the moratoriums and we have explosive growth just outside of our jurisdiction. He said we will increase capacity by 22% with the new well. Councilmember Burrell stated in 2020 we put the Ordinance in place and we knew it would not be perfect. He said we are looking at other options besides the new well.

Council President Robinson commented after the Special-Called meeting the capacity went down. He said we considered all of the ramifications going into Phase III would cause; and it was the only choice we had under circumstances.

Council President Robinson stated that Agenda Item Number 5 was pulled at the request of the applicant.

Councilmember Conyers moved for final adoption of Ordinance No. 1780, an ordinance to amend Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance, Section 7 Time Off From Work, 7.01 Paid Holidays and Birthday Paid Day Off. (Introduced at City Council Meeting on July 24, 2023) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Burrell introduced in writing Ordinance No. 1781, an ordinance to amend Ordinance No. 1682: An Emergency Water Conservation Plan for Users of the City of Fairhope Water System; specifically Code Sections 10.5-54, 10.5-55, and 10.5-56. He explained the revisions and the rationale for changes; i.e., 7 out of 10 days instead of 7 consecutive days. He mentioned new lawn or plantings were exempt and could be watered for 30 days. Council President Robinson commented he had trouble with pools versus lawns. Councilmember Martin replied grass will come back but a pool pump will not come back. He said irrigation is done at the same time but not everyone tops off their pool at the same time.

14 August 2023

Councilmember Burrell said that modern pools have auto fillers and no way to monitor those. He said Phase III was tweaked as well as violations; and can be lifted by City Council in each Phase if needed. Council President Robinson said we hope to do these in Phases. He said if usage numbers are consistent through tomorrow; odd and even number addresses would be able to water. Council President Robinson said Phase III will reduce usage, fill up tanks, get clean water, and give us higher pressure. Councilmember Martin said he does not feel the majority is gardens but is irrigation. He commented drinking water is more important than dead lawns. Councilmembers were in agreement if they lifted the water conservation Phase III, we would go back to ground zero again. Councilmember Conyers said Phase III is at 95% instead of 100% which is too late to react. He commented we need to identify a new well or water supply.

Mayor Sullivan explained the Ordinance now and the new Ordinance. She said employees are being challenged, people are chasing our water truck, and Thoms Hospital is calling due to low water pressure. Councilmember Martin said we are working and thinking to find a long-term solution. Mayor Sullivan stated we have identified another well site and looking into it.

Council President Robinson said six years ago upgrading out infrastructure was our greatest need. He said we are playing catch up and trying to do so during one of the worse supply chain issue. Council President Robinson commented it just takes time and asked for everyone to be patient.

In order to take immediate action, Councilmember Burrell moved for immediate consideration. Seconded by Councilmember Martin, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY – None. Councilmember Burrell then moved for final adoption of Ordinance No. 1781. Seconded by Councilmember Martin, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Martin moved to continue Phase III per Ordinance that is in place until City Council makes a decision or until parameters of new Ordinance are in effect. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers stated he wanted to add Robert “Rob” Stankoski to the list. Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution and to add Robert Stankoski to list, a resolution authorizing Mayor Sherry Sullivan to appoint Special Prosecutors. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 August 2023

**RESOLUTION NO. 4802-23**

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to appoint the following persons as special Prosecutors to be used when the City Attorney, Marcus E. McDowell, has a conflict with certain cases at a fee of \$100.00:

James H. Sweet  
Patrick Prendergast  
Trey Canida  
W. Lee Webb  
William "Liam" Scully  
Robert Stankoski

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Resolution No. 3299-19 is hereby repealed and replaced.

ADOPTED 14TH DAY OF AUGUST, 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 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 four methods listed on the resolution. Seconded by Councilmember Martin, motion passed unanimously by voice vote.



14 August 2023

**RESOLUTION NO. 4803-23**

**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:

**[SEE ATTACHED LIST OF EQUIPMENT]**

**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.
- d. 7 – 416.3 KVA 546 Amp Siemens Regulars will be sold to highest bidder.

ADOPTED AND APPROVED THIS 14TH DAY OF AUGUST, 2023

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Jay Robinson, Council President

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

14 August 2023

GOV DEALS				
RECOMMENDED DISPOSITION	DESCRIPTION	MILEAGE	YEAR	VIN NUMBER
GOV DEAL	FORD F-550 DIESEL	71,078	2006	1FDAF58P76EA01920
GOV DEAL	CHEVROLET COLORADO	129,409	2006	1GCCS148968206294
GOV DEAL	CHEVROLET MALIBU	112,266	2010	1G1ZA5E06AF190131
GOV DEAL	FORD F SUPER DUTY DIESEL	180,000	1990	2FVLF47M2LCB06051
GOV DEAL	INTERNATIONAL 1854 FLAT BED DIESEL	1,216 HRS.	1984	1HTLAHEM1FHA27003
GOV DEAL	FORD F250	126,563	2003	1FDNF20L43ED58804
GOV DEAL	TRAILER BLUE 90 X 40			
GOV DEAL	CHEVROLET SUBURBAN		2009	1GNGC48K19R198674
GOV DEAL	BEAD BLASTER			
GOV DEAL	CHEVROLET COLORADO	164,014	2006	1GCCS198288306261
GOV DEAL	CATERPILLER GENERATOR W/FUEL TANK 3056			1ML01337
GOV DEAL	ASSET 00000 (000) GOLF GROUNDS BENDPAK TURF MAINTENANCE LIFT KIT			
BIDS	7 - 416.3 KVA 546 AMP SIEMENS REGULATORS (sold to highest bidder)			
GOV DEAL	2009 JOHN DEERE TRACTOR 7130 WITH SABER TOOTH TIGER SIDE ARM MOWER 6710 1543			

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope awards (RFQ PS23-019) for Rehab Engineering Services for Dog House Lift Station Project to Kimley-Horn and Associates, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule, and establish a not-to-exceed limit with this firm. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 4804-23**

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

[1] That the City of Fairhope awards RFQ for Rehab Engineering Services for (RFQ PS23-019) Dog House Lift Station Project to Kimley-Horn and Associates, Inc.; and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 August 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 023-22), Disaster Debris Removal Monitoring Services 2022 with True North Emergency Management, LLC per the terms and conditions of the original contract. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 4805-23**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 023-22), Disaster Debris Removal Monitoring Services 2022 for the Public Works Department, with True North Emergency Management, LLC per the terms and conditions of the original contract. The cost of this contract will be determined if it is activated at the time of a disaster.

Adopted on this 14th day of August, 2023

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Jay Robinson, Council President

Attest:

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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 a contract for Extension No. 1 of (Bid No. 026-22), On Call Contractor for Gas Department, with Equix Energy Services, LLC as per the terms and conditions of the original contract. The annual cost not-to-exceed \$200,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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14 August 2023

**RESOLUTION NO. 4806-23**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 026-22), On Call Contractor for Gas Department, with Equix Energy Services, LLC as per the terms and conditions of the original contract. The annual cost not-to-exceed \$200,000.00.

Adopted on this 14th day of August, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 2 for (Bid No. 23-016-COF-2023-EDA001A) Asbestos Abatement Fairhope K-1 Center with a cost of \$1,245.80 and to award Change Order No. 1 to Hernandez Demolition and Remediation, LLC. The new contract total will be \$71,274.20. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 4807-23**

**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. 2 for (Bid No. 23-016-COF-2023-EDA001A) Asbestos Abatement Fairhope K-1 Center with a cost of \$1,245.80 and to award Change Order No. 2 to Hernandez Demolition and Remediation, LLC. The new contract total will be \$71,274.20.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 August 2023

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to Award (Bid No. 23-032-2023-PWI-012) for City-Wide Road Repair, Resurfacing and Striping Project for the Public Works Department to Asphalt Services, Inc. with a total bid proposal not-to-exceed \$900,792.38. The motion was seconded by Councilmember Conyers. Councilmember Martin said this is something the community needs. Councilmember Burrell commented the bids came in over budget plus Civic Center and Pecan Building parking lot. He questioned if this bid is over 33% of budget. Mayor Sullivan said the Rebuild Alabama list must be posted. Public Works Director Richard Johnson explained the bid and reason it was over budget. After further discussion, motion passed unanimously by voice vote.

**RESOLUTION NO. 4808-23**

**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 City-Wide Road Repair, Resurfacing and Striping Project for the Public Works Department (Bid No. 23-032-2023-PWI-012) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
City-Wide Road Repair, Resurfacing and Striping Project  
for the Public Works Department

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Services, Inc., with the total bid proposal not-to-exceed the amount of \$900,792.38, is now awarded the bid for City-Wide Road Repair, Resurfacing and Striping Project for the Public Works Department.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 August 2023

City of Fairhope Bid Tabulation  
 Bid No. 23-023-023-PW-012 City-Wide Road Repair, Resurfacing and Striping Project  
 Project: 2023-PW 012 City-Wide Road Repair, Resurfacing and Striping Project  
 Opened July 20, 2023 at 2:00 p.m.

Vendor:		Asphalt Services, Inc.	John G. Walton Construction Company
Bid Documents Signed/Notarized:		Y	Y
Bid Bond:		Y	Y
Vendor Compliance (Y/N):		Y	Y
		Project Subtotal	Project Subtotal
A	Bancroft Alley – Gravel Road Paving – Approx. 175 L.F.	\$11,920.85	\$24,305.39
B	Haver Lane – Cur-de-sec Paving – Approx. 170 L.F.	\$11,058.53	\$18,903.25
C	Windmill Road – From Thompson Hill to SR181 – Approx. 2,865 L.F.	\$83,500.45	\$20,659.16
D	White Avenue – From S. Bayview Bl. to S. Mobile St. – Approx. 799 L.F.	\$38,926.00	\$40,888.15
E	White Avenue – From S. Bayview Bl. to S. Section Bl. – Approx. 2,782 L.F.	\$100,030.90	\$105,588.83
F	Riveroaks Drive – From Boothe Rd. to Oakwood Ave. – Approx. 1,188 L.F.	\$55,821.00	\$86,857.00
G	Oakwood Ave. Begalbrush Lp. & Driftwood Ave. – Approx. 4,548 L.F.	\$110,693.25	\$128,084.55
H	Sea Cliff Drive – From BC Maintenance to Southern Terminus – Approx. 2,217 L.F.	\$98,492.50	\$100,822.01
I	Bayou Drive – From N. Section St. to Fairwood Blvd. – Approx. 1,546 L.F.	\$70,865.50	\$78,040.10
J	Quail Creek Drive – From SR181 to Neighborhood Entrance – Approx. 2,210 L.F.	\$113,747.90	\$104,925.12
K	Pecan Building Parking Resurfacing & Striping – Approx. 4,338 S.Y.	\$71,303.00	\$75,683.88
L	City Hall/Civic Center Parking Resurfacing & Striping – Approx. 3,880 S.Y.	\$118,912.50	\$130,272.73
M	Project-Wide Asphalt Leveling – Unit Price in Place	\$13,500.00	\$16,833.00
Combined Bid Total		\$840,792.35	\$882,052.97

Recommendation:

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

 07/21/2023  
 Signature  
 Richard Johnson, Public Works Director

 7/21/2023  
 Signature  
 Erin Wells, Purchasing Manager

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of the Renewal of Cradlepoint NetCloud Essentials Subscriptions and Yearly Support; and these are on the Alabama State Department of Purchasing Bid List and therefore does not have to be let out for bid with a cost not-to-exceed \$15,848.00. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

14 August 2023

**RESOLUTION NO. 4809-23**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City of Fairhope approves the procurement of the Renewal of Cradlepoint NetCloud Essentials Subscriptions and Yearly Support for the IT Department; and Subscriptions and Support are on Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost not-to-exceed budgeted amount of \$15,848.00.

ADOPTED ON THIS 14TH DAY OF AUGUST, 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 City of Fairhope approves the procurement of the Renewal of 27 Annual Subscriptions of CitizenServe Software; and authorizes procurement allowed by the Code of Alabama 1975, Section 41-16-51(a)(11) with a total amount not-to-exceed \$40,500.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 4810-23**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City of Fairhope has voted to approve the procurement of the renewal of 27 Annual Subscriptions of CitizenServe Software for the IT Department from Online Solutions, LLC; and authorizes procurement allowed by the Code of Alabama 1975, Section 41-16-51(a)(11). The total amount is \$40,500.00.

Adopted on this 14th day of August, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

14 August 2023

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of a John Meunier Rotopac Screw Compactor for the Wastewater Treatment Plant with a total cost not-to-exceed \$29,765.31. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4811-23**

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

[1] That the City of Fairhope approves the procurement of a John Meunier Rotopac Screw Compactor that includes the needed parts, plus freight from Templeton and Associates for the Wastewater Treatment Plant with a total quote budgeted not-to-exceed \$29,765.31.

[2] Templeton and Associates is sole source. The equipment is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

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Jay Robinson, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of 476 Media - Pink 20 D Aluminum Clips for the Wastewater Treatment Plant with a total cost not-to-exceed \$19,992.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.



14 August 2023

**RESOLUTION NO. 4812-23**

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

[1] That the City of Fairhope approves the procurement of 476 Media - Pink 20 D Aluminum Clips for the Parkson Fuzzy Filter from Parkson Corporation for the Wastewater Treatment Plant with a total quote budgeted not-to-exceed \$19,992.00.

[2] Parkson Brand Fuzzy Filter Equipment is sole source and exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

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Jay Robinson, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of a Maintenance Support Plan for the Hewlett Packard Plotter with a three-year agreement with a not-to-exceed amount of \$2,336.28, annual cost \$778.76; and authorizes Mayor Sherry Sullivan to execute the agreement. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

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\*

14 August 2023

**RESOLUTION NO. 4813-23**

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

[1] That the City of Fairhope approves the procurement of a Maintenance Support Plan for the Hewlett Packard Plotter with a three-year agreement to include parts, labor, consumables, plus 1,500 sq. ft. of line drawings color/black per quarter for a not-to-exceed amount of \$2,336.28, annual cost \$778.76; and authorizes Mayor Sherry Sullivan to execute agreement.

[2] The Maintenance Plan will be purchased via the Purchasing Cooperative NASPO Cooperative Contract (#140596-AL02) through HP, Inc. and DEX Imaging will facilitate support.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby amends the Budget for the FY2022-2023 as recommended and presented in said resolution; and authorizes the City Treasurer to make the necessary changes. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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14 August 2023

**RESOLUTION NO. 4814-23**

**WHEREAS**, the City Council adopted on September 26, 2022, a resolution approving and adopting the proposed Budget for the FY2022-2023, Resolution No. 4570-22; and

**WHEREAS**, the City of Fairhope is desirous to amend the Budget and that the following estimates of expenses, as related thereto, are hereby adopted and those expenses are appropriated as follows:

<b>Account</b>	<b>Description</b>	<b>Debit</b>	<b>Credit</b>
001350-50440	Small Equipment	49,889.00	
001350-50470	Purchases Vehicles & Equipment		49,889.00
001150-50440	Equip & Vehicle Repair	13,341.00	
001150-50470	Purchases Vehicles & Equipment	17,267.00	
001-49030	Insurance Claim		30,608.00
001150-50475	Capital Improvements	27,862.00	
001150-50524	Property Rental/Lease	36,725.00	
001-49895	Transfer from Impact Fees		64,587.00

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope hereby amends the Budget for the FY2022-2023 as recommended and presented above; and authorizes the City Treasurer to make the necessary changes.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa Hanks, MMC  
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to write a letter in support to endorse the South Alabama Regional Planning Commission’s application for the PROTECT Grant. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

14 August 2023

**RESOLUTION NO. 4815-23**

**WHEREAS**, US 90/98 Causeway project is an important planning project that will improve resiliency against severe weather events and to enable communities a safe evacuation route; and

**WHEREAS**, US 90/98 is a heavily traveled route used by out-of-state drivers and that local commuters take daily between Baldwin and Mobile County; and

**WHEREAS**, During severe weather and post natural disasters the US 90/98 Causeway route is severely impacted and can have profound effects on daily travel between Mobile and Baldwin County; and

**WHEREAS**, the Port of Mobile, the Mobile International Airport, and numerous multimodal hubs all are located on Mobile Bay and frequently utilize Interstate 10 helping to stimulate and drive the economy of Mobile and Baldwin Counties, the State of Alabama and the entire Gulf Coast region; and

**WHEREAS**, the U.S. Department of Transportation is committed to improving our nation's infrastructure through the Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation Program (PROTECT) Grant Opportunity PROTECT Grant program; and

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to write a letter in support to endorse the South Alabama Regional Planning Commission's application for the PROTECT Grant.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

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Jay Robinson, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes Mayor Sherry Sullivan to expend Impact Fees from the Impact Fee Account for the New Police Precinct located at 329 South Greeno Road for Renovations and Rent for the "Police" Benefit Areas; not to exceed \$64,587.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

14 August 2023

**RESOLUTION NO. 4816-23**

**WHEREAS**, the City of Fairhope adopted Ordinance No. 1625, An Ordinance repealing and replacing Ordinance No. 1331 to establish Impact Fees on new development in the City of Fairhope on October 13, 2018 in accordance with Act No. 2006-300 enacted by the Legislature of Alabama on April 4, 2006; and

**WHEREAS**, the City desires to use funds for “Police” which is a Benefit Area for (i) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its justice center, (ii) the cost recovery of the City’s cost and expense related to the construction, development and improvement of its animal shelter, (iii) the acquisition of police vehicles, and (iv) the acquisition of police-related apparatus and equipment, and (v) the police component of the “Impact Fee Study” prepared by TischlerBise; and

**WHEREAS**, the following project shall be paid from the Impact Fees Account and have met the criteria stated to be paid from said Account:

- New Police Precinct located at 329 South Greeno Road – Renovations and Rent; not to exceed \$64,587.00.

**NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City Council hereby authorizes Mayor Sherry Sullivan to expend Impact Fees for the above project as designated from the Impact Fee Account for services for the “Police” Benefit Areas.

DULY ADOPTED THIS 14TH DAY OF AUGUST, 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 that the City of Fairhope approves the Procurement of Two Police Car Engines with a total cost of \$12,624.44; and awards RFQ to Terry Thompson Chevrolet. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

14 August 2023

**RESOLUTION NO. 4817-23**

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

[1] That the City of Fairhope did request and receive RFQs for Procurement Two Police Car Engines for the Police Department.

[2] At the appointed time and place, RFQs were received and tabulated as follows:

Terry Thompson Chevrolet	\$12,624.44
Sandy Sansing Chevrolet	\$11,528.32 (None available)
McConnell Automotive	\$12,373.22 (Would need to order)

[3] After evaluating the quotes with required specifications, Terry Thompson Chevrolet is now awarded the RFQ for Two Police Car Engines with a total unbudgeted cost of \$12,624.44.

ADOPTED ON THIS 14TH DAY OF AUGUST, 2023

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Jay Robinson, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Burrell told the City Council that someone told him plaza was for Spanish places. Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope accepts and approves the recommendation by Mayor Sherry Sullivan to name the Clock Corner Property "Gaston Plaza." Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

14 August 2023

**RESOLUTION NO. 4818-23**

**WHEREAS**, on July 24, 2023, Mayor Sherry Sullivan discussed the naming of the Clock Corner Property and gave a history of same; and

**WHEREAS**, the Clock Corner Property has been named Gaston's Auto Livery, Gaston's Garage, and Gaston Motor Company; and

**WHEREAS**, Mayor Sullivan recommended that the Clock Corner Property be named "Gaston Plaza."

**WHEREAS**, the City Council is desirous to name the Clock Corner Property "Gaston Plaza" as recommended.

**NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope accepts and approves the recommendation by Mayor Sullivan to name the Clock Corner Property "Gaston Plaza."

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2023

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Jay Robinson, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Martin moved to grant the recommendation from the Recreation Board to extend Fairhope Storm Football's Contract on a year to year basis for use of W. C. Majors Field. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Martin moved to appoint Bryan Flowers as Second Alternate to the Board of Adjustments & Appeals for a three year term which will expire August 2026. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 August 2023

City Council reviewed an application for a Special Retail License – More than 30 Days by Jarrett Crum, Gulf Coast Pinball, LLC d/b/a Fairhope Pins and Pints located at 212B Fairhope Avenue, Fairhope, Alabama 36532. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

City Council reviewed an application for a Restaurant Liquor License by Nancy Dupre, Rae’s Kitchen, LLC d/b/a Rae’s Kitchen, 76 South Section Street, Unit B, Fairhope, Alabama 36532. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

City Council reviewed an application for a Restaurant Liquor License by Thomas Genin, TBT Fairhope, LLC, d/b/a The Blind Tiger located at 1 Beach Road, Fairhope, Alabama 36532. Councilmember Burrell moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

City Council reviewed an application for a Restaurant Liquor License by John Matus, Sports Biz, LLC, d/b/a Tammy’s Sports Bar and Grill, located at 210 Eastern Shore Shopping Center, Fairhope, Alabama 36532. Councilmember Boone moved to approve the issuance of the license. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

Councilmember Burrell moved to change the regularly scheduled meetings on Monday, August 28, 2023 to Tuesday, August 29, 2029 at the same time and place. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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

- 1) Clay Godwin, 957 Charleston Loop, addressed the City Council regarding the budget and irrigation revenue based on the water moratorium.
- 2) IT Director Jeff Montgomery addressed the City Council regarding a core switch, a piece of network equipment, that is not budgeted and is malfunctioning. He said this item will be on the next agenda with an approximate cost of \$24,000.00.

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14 August 2023

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:02 p.m.

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Jay Robinson, Council President

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Lisa A. Hanks, MMC  
City Clerk

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

The City Council met in a Work Session  
at 4:00 p.m., Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 14 August 2023.

Present were Council President Jay Robinson, Councilmembers: Jack Burrell (arrived at 4:06 p.m.), Corey Martin, Jimmy Conyers, and Kevin Boone, Mayor Sherry Sullivan, Attorney Marion E. Wynne, and City Clerk Lisa A. Hanks. City Attorney Marcus E. McDowell was absent.

Council President Jay Robinson called the meeting to order at 4:06 p.m.

The following topics were discussed:

- The first item on the agenda was the Presentation on the Scope of Work for the HUD/EDA Grant Project – the Building (K-1) Redevelopment to house HATCH by the K-1/HATCH Design Team. Public Works Director Richard Johnson introduced Design Team members Nicholas Gray from Thompson Watermark and Rebecca Bryant from Watershed. Mr. Johnson said Baldwin County Economic Development Alliance received a \$750,000.00 HUD grant and the City of Fairhope received \$2,500,000.00 Federal grant on behalf of BCEDA for HATCH with a match of \$650,000.00 from Congressman Jerry Carl. He said the City has paid for the asbestos abatement; Phase I is demo and brand new roof; and Phase II will be HATCH building. Mr. Johnson said we must keep historical streetscape and building. He said we will demo South wing to match North wing; the K-1 building would be 18,500 square feet; and the notice to proceed by July 6, 2024.

Nicholas Gray reiterated we must retain the historic view from Church Street; and he explained roof and building. Rebecca Bryant commented the stormwater will be easier to handle; and it ties together the buildings. She said there will be a landscape entry for HATCH and courtyard. Ms. Bryant stated they would use FEEF water conservation and low impact developments. They discussed a Performing Arts Center and multiple sizes and locations; and said we are showing more than HATCH for future improvements and possibilities.

Councilmember Burrell commented he likes the HATCH plan and it looks great. He said both symmetry and courtyard are good. He stated we need to debate size of Performing Arts Center. In principal, Councilmember Burrell said he likes the site plan and told the Team they get an A+; and commented they did great work on this.

Councilmember Martin questioned the parking deck and size for Performing Arts Center. He said reclamation is good for kids. He said this is very exciting and thanked the Team for their work.

Councilmember Conyers stated he was excited for moving forward; and said he too liked the site plan. He said this is great for HATCH.

Monday, 14 August 2023

Page -2-

Councilmember Boone said he was very pleased with site plan and it is very well done.

Council President Robinson stated the Team has done a great job; and the historical façade kept. Mr. Gray stated from 2019 up to now, significant damage has been done.

Lec Lawson from Baldwin County Economic Development Alliance addressed the City Council and thanked the Design Team, Mayor, and Councilmember Boone for the work they have done. He said we will keep historical preservation while building HATCH. He also thanked the City Council for their help with HATCH.

- The next item on the agenda was the Introduction to PFM Financial Advisors, LLC by City Treasurer Kim Creech. Joshua McCoy and Marcie Lewis introduced themselves to the City Council. Mr. McCoy commented since 1998 their company has been number one in the nation. He said they sat down with Ms. Creech and Mayor Sullivan to go over finances; and see what your goals and objectives are along with your risk tolerance. They explained services with PFM; and commented a retainer would be comprehensive for the City of Fairhope. Councilmember Burrell questioned annual total; and use of local banks and markets. Mr. McCoy explained one-time transaction. Ms. Lewis said we have a broad list of banks for bidding. Councilmember Conyers asked if one-time or retainer best for the City. Ms. Creech replied that a retainer and gave examples why it is better.
- Discussion of Gas Tax was next on the agenda and presented by Ms. Creech. She said these would be restricted funds for resurfacing roads. Councilmember Burrell commented just because everyone else taxes mean we should tax. Council President Robinson said just taxing does not agree; and we have \$900,000 plus on the agenda tonight. Councilmember Burrell said citizens do not want a tax. Councilmember Martin said it is a good idea and gives back to the community three-fold. Mayor Sullivan read the new law regarding what the funds could be used for.
- Council President Robinson announced that the Fairhope Junior Varsity play on Monday evenings and said he and Councilmember Martin have sons playing and Councilmember Conyer's daughter is a cheerleader. He asked the City Council to at least consider moving the next meeting from Monday, August 28, 2023 to Tuesday, August 29, 2023. Council President Robinson asked the City Council to look at their schedules for the other dates. Councilmember Burrell suggested moving the meetings earlier in the day. City Clerk Lisa Hanks addressed the City Council and mentioned Public Hearings and date and time published for same. Councilmember Conyers said he did not mind moving earlier in the day. The consensus of the City Council was to possibly move earlier in the day. Planning Director Hunter Simmons asked for the City Council to vote on moving from Monday night to Tuesday night.
- Mayor Sullivan and City Treasurer Kim Creech began the General Government Budget Discussion and Capital Improvements. Mayor Sullivan asked for help tweaking the budget; and she mentioned there are projects to tidy up and complete. Councilmember Conyers questioned recreation grant for fitness. Mayor Sullivan said the \$80,000.00 in grant funds (\$40,000.00 from Point Clear Rotary and \$40,000.00 from Fairhope Single Tax Corporation) is correct but total project is around \$110,000.00. Councilmember Burrell said that he has a concern with Golf Grounds and funding; and commented he is not seeing a return on investment.

Monday, 14 August 2023

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Mayor Sullivan told the City Council that on the last page will be rollover and FY2024 budget requests. She said some of the projects will be completed this year so those will be removed.

- Councilmember Martin gave an update on the Fairhope Environmental Advisory Board. He said they discussed osprey projects, Boy Scouts reef project, bull shark catch and release, educational signs for fish, and reclamation of water.
- Council President Robinson mentioned the Historic Preservation Ordinance that will soon be brought before the City Council.

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

- Public Works Director Richard Johnson addressed the City Council briefly explained Agenda Item No. 23; and answered any questions if needed. He explained in depth Agenda Item No. 14: the road paving bids; and answered any questions if needed. Council President Robinson said all of these need to be done; and we cannot cherry pick. Councilmember Burrell agreed that we cannot cherry pick.

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

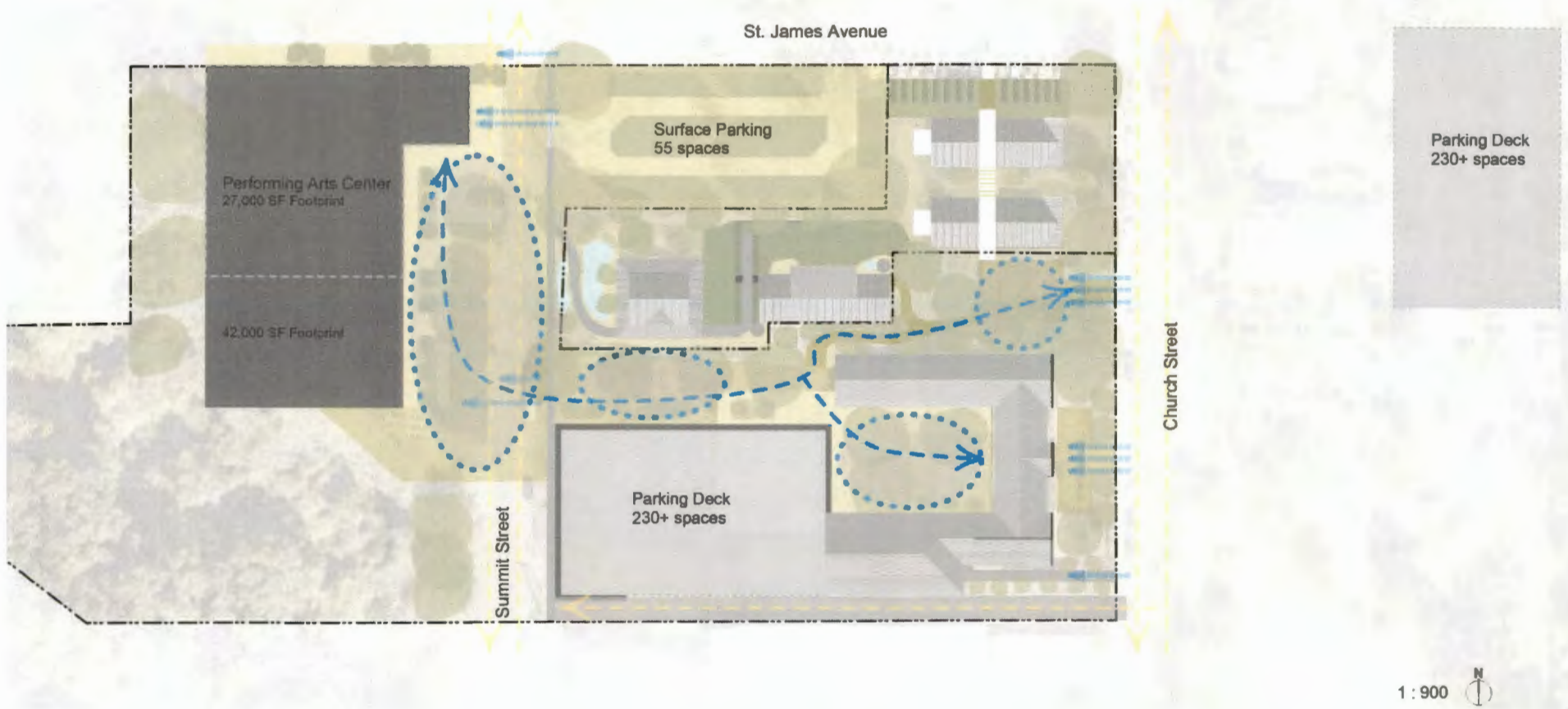
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Jay Robinson, Council President

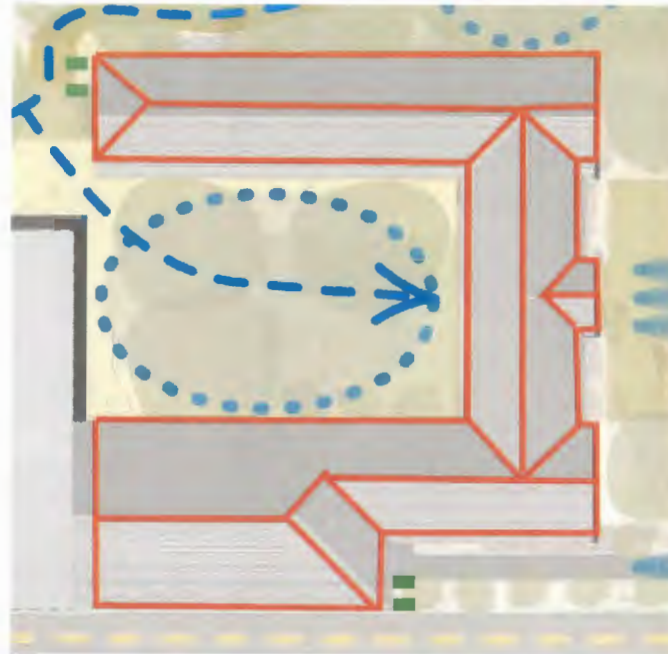
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Lisa A. Hanks, MMC  
City Clerk

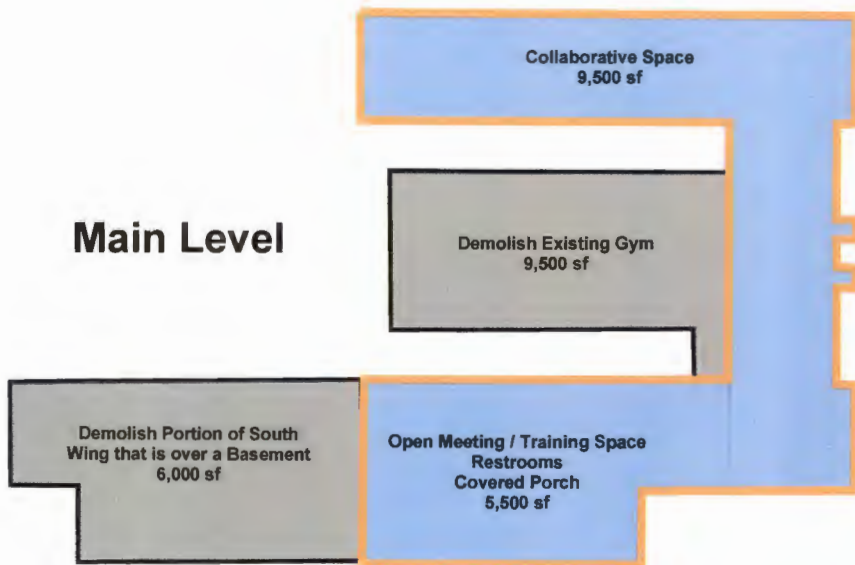
University of South Alabama  
Baldwin County Performance Center



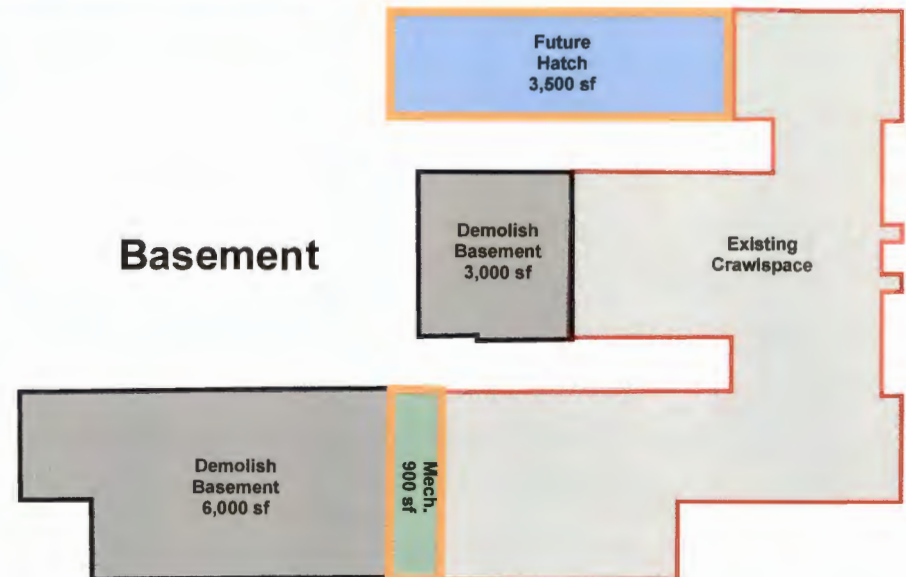
## FAIRHOPE CENTER FOR THE PERFORMING ARTS K1 CENTER MASTER PLAN



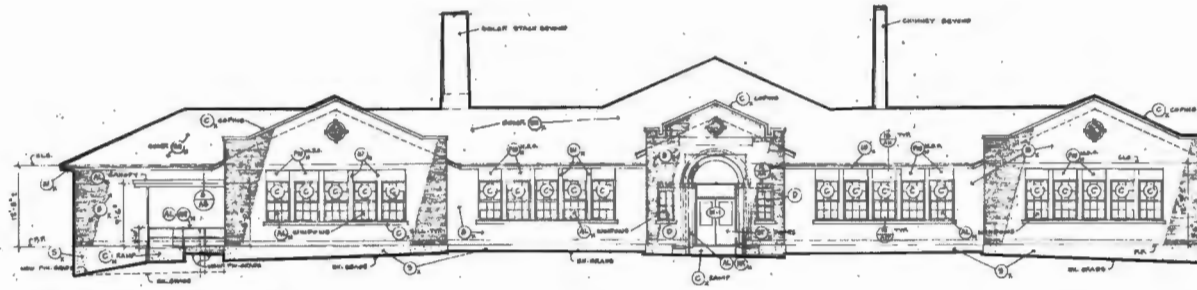
**Hatch  
Roof Plan**



**Main Level**

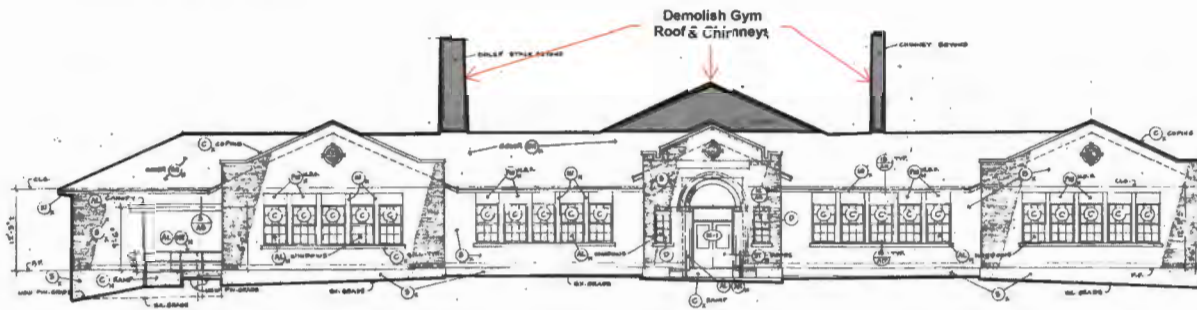


**Basement**



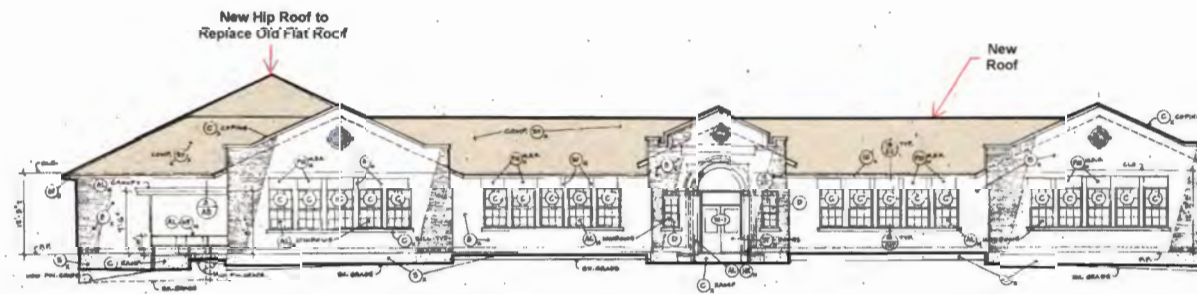
**EAST (FRONT) ELEVATION**  
 SCALE: 1/8" = 1' - 0"

**Existing K-1 Elevation**



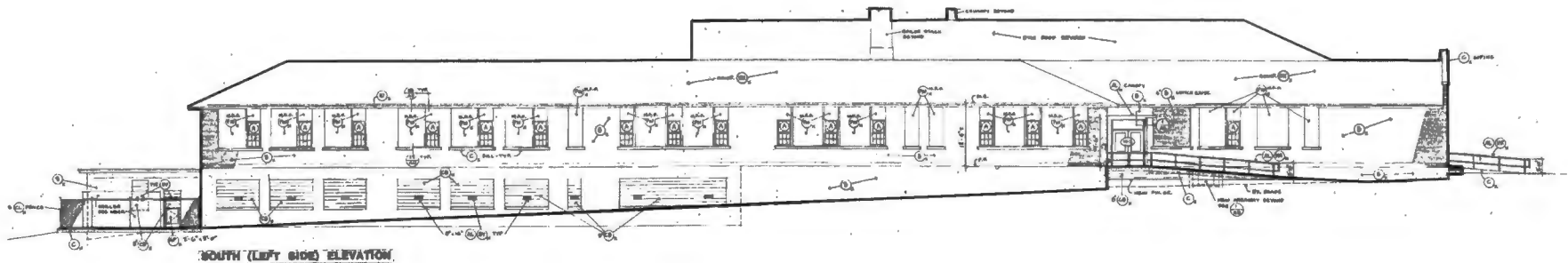
**EAST (FRONT) ELEVATION**  
 SCALE: 1/8" = 1' - 0"

**Demolished**



**EAST (FRONT) ELEVATION**  
 SCALE: 1/8" = 1' - 0"

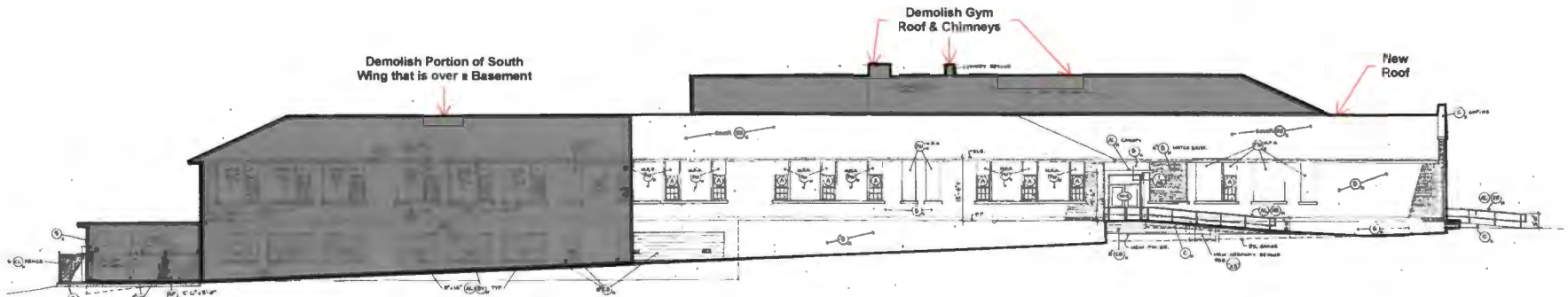
**Proposed Hatch Elevation**



SOUTH (LEFT SIDE) ELEVATION

SCALE: 1/8" = 1' - 0"

Existing K-1 Elevation

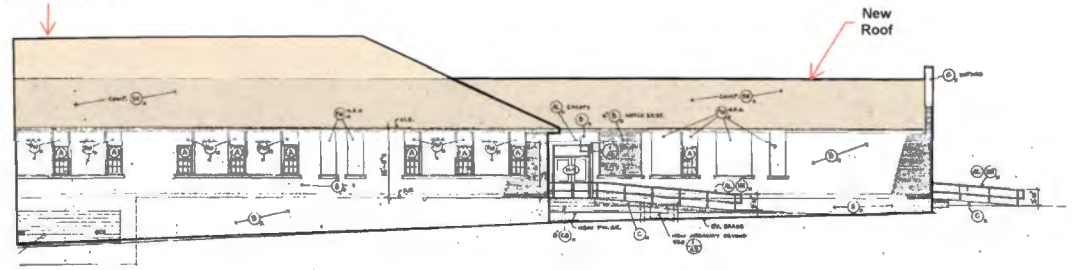


SOUTH (LEFT SIDE) ELEVATION

SCALE: 1/8" = 1' - 0"

Demolished

New Hip Roof to Replace Old Flat Roof



SOUTH (LEFT SIDE) ELEVATION

SCALE: 1/8" = 1' - 0"

Proposed Hatch Elevation



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO REQUIRE ANNEXATION  
FOR PROPERTY OUTSIDE THE CITY LIMITS  
BUT CONTIGUOUS TO THE CITY LIMITS  
FOR NEW CONNECTION TO THE  
CITY OF FAIRHOPE'S WATER SYSTEM**

**WHEREAS**, in recent years the explosive growth the City of Fairhope has put heavy demand on the resources of the City to meet the water needs of Fairhope residents and businesses; and

**WHEREAS**, this demand on the City's resources, particularly the demand for water, has made it increasingly difficult for the City to meet the needs of Fairhope's customers while continuing with the City's prior policy of serving water customers outside Fairhope's corporate limits; and

**WHEREAS**, while the City is presently engaged in an extensive search for new water sources, the future availability of a clean and reliable water supply is far from certain and, in any event, the costs of securing significant new water sources is substantial; and

**WHEREAS**, the Governing Body of the City of Fairhope finds and declares its primary purpose to be the provision of adequate and safe water service to customers located within the corporate limits of the City of Fairhope.

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21, Article III. Water is hereby amended to reflect the following changes and additions:

**ARTICLE III. WATER**

In addition to other requirements set forth by the City and codified in the Fairhope Code of Ordinances, property located outside the Fairhope corporate limits, but contiguous to the corporate limits, must be annexed into the City of Fairhope prior to the establishment of any new connections to the Fairhope Water System.

Notwithstanding this requirement, the City will continue to serve customers with existing water connections located outside the Fairhope corporate limits. Additionally, the City will honor existing commitments to provide water service to property located outside the corporate limits if it has an active building permit with the City, or received preliminary or final plat approval with prior written acknowledgment of the City's ability to provide water service to the property.

Ordinance No. \_\_\_\_\_

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Section 2. Severability. Should any section, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be pre-empted by state or federal law or regulation, such decision or pre-emption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 3. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS THE 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

ADOPTED THIS THE 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Sherry Sullivan, Mayor

*Water and Wastewater Board of the City of Madison v. Anderson*, 850 So.2d 1230 (Ala.2002): In this case, the Alabama Supreme Court reversed the trial court's order directing a City Water Board to provide service to property owned by the plaintiff. The Water Board adopted a policy under which service would be available to property located outside the City limits only if the landowner filed a petition to have the property annexed into the City. The plaintiff, who owned a tract of land located outside the City, contended that it was improper for the Water Board to condition service on annexation. The trial court issued a writ of mandamus requiring the Water Board to serve the plaintiff's property. In reversing that order, the Supreme Court held that the Water Board had established a reasonable rationale for the annexation requirement.

*Brown v. City of Huntsville and Huntsville Utilities*, (Ala.2004):

The plaintiff Rex B. Brown ("Brown") appeals a judgment declaring that the defendants City of Huntsville and Huntsville Utilities (collectively "the Utility") owed no obligation to provide water service to Brown's property outside the Huntsville city limits unless the property was annexed into the city. The dispositive issue is whether the trial court erred in holding that the Utility did not discriminate against Brown or act unreasonably in conditioning provision of water service to Brown's property on annexation of Brown's property into the city. Because we conclude that the trial court did not err, we affirm. Our resolution of this case is consistent with our resolution of *Water & Wastewater Board of Madison v. Anderson*, 850 So.2d 1230 (Ala.2002), addressing another landowner's attempt to obtain substantially the same relief against another utility in the same county.

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council hereby authorizes and extends the Park and Street Usage Fees Contract for the IAFL Semi-Pros' Fairhope Storm semi-professional football team on a year to year basis that expires on December 31, 2023. The set rental fee for W. C. Majors Field also known as the Fairhope Municipal Stadium shall be \$500.00 per rental for five mutually agreed upon spring days (generally March to July). Additionally, the usage fees for the Barnwell football facilities shall be set at \$25.00 per day for regular spring season practice up to three mutually agreed days per week, weather permitting, during the same time frame. The fees in question are current established fees for rental of the facilities in question. The Fairhope Storm shall comply with all standard facility use agreement requirements including but not limited to suitable minimum insurance requirements. The Parks and Recreation Department shall retain all concession and parking rights to be assigned at its discretion. School activities, Special Olympics, and other events take precedent over the Fairhope Storm. This contract cannot be subleased nor transferred to any other entity.

Adopted on this 29th day of August, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. \_\_\_\_**

**APPROVAL OF AMENDMENT NO. 1 FOR THE ALABAMA DEPARTMENT OF  
CONSERVATION AND NATURAL RESOURCES GRANT #S1P17-FACP  
(RESTORE ACT- COMMUNITY-BASED COMPREHENSIVE LAND USE PLAN)**

**WHEREAS**, the City of Fairhope was awarded a RESTORE Act Direct Component Subrecipient Grant (#S1P17-FACP) from the Alabama Department of Conservation and Natural Resources (ADCNR) in the amount of \$650,000.00 for the Fairhope Area Community-Based Comprehensive Land Use Plan; and

**WHEREAS**, the project is currently underway and the Alabama Department of Conservation and Natural Resources (ADCNR) issued Amendment No. 1 to the Subaward Agreement whereby the grant period of performance ending date has been extended by 12 months, from 3/31/2024 to 3/31/2025;

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves Amendment No. 1 to the Subaward Agreement for ADCNR Grant #S1P17-FACP, extending the contract period of performance through 3/31/2025; and authorizes the Mayor to execute Amendment No. 1 between the City of Fairhope and ADCNR.

Adopted on this 29th day of August, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**SUBAWARD GRANT AGREEMENT – AMENDMENT NO. 1**

THIS SUBAWARD GRANT AGREEMENT, (“Agreement”) is made and entered into by and between the State of Alabama Department of Conservation and Natural Resources (hereinafter “ADCNR”) and City of Fairhope (hereinafter “Subrecipient”). Pursuant to this Agreement, ADCNR and Subrecipient (collectively hereinafter “Parties”) agree as follows:

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of this Agreement is to provide funding under the Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (hereinafter “RESTORE Act”) to Subrecipient for implementation of the RESTORE Act Spill Impact project titled “State Expenditure Plan #17: Fairhope Area Community-Based Comprehensive Land Use Plan” (hereinafter “Project”). The purpose of this project is to develop a community-based comprehensive land use plan that recognizes all community concerns and issues and translates this information into a clear framework, plan and course of actions supporting community growth in a responsible, sustainable and resilient manner, further described in the Federal Award GNSSP20AL0001-01-01. This Agreement between the Parties will be identified by the “ADCNR Grant Number” set forth above in the upper right corner of this Agreement. All invoices and other correspondence submitted to ADCNR in connection with this Agreement must be identified by said Grant Number.

This Amendment No. 1 is for an existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0001-01-01, State Expenditure Plan #17: Fairhope Area Community-Based Comprehensive Land Use Plan. This amendment executes the following action:

- Extends the performance period by 12 months to March 31, 2025.
2. **FEDERAL AWARD INFORMATION:** The Project’s Financial Assistance Award (hereinafter “Federal Award”) in its entirety is hereby incorporated into this Agreement by reference. Information as to the Federal Award associated with the Project includes the following:
    - a. Federal Award Identification Number (FAIN): GNSSP20AL0001
    - b. Federal Award Period of Performance: 09/01/2019-03/31/2025
    - c. Total Amount of Federal Funds Obligated to Subrecipient: \$650,000.00
    - d. Subrecipient UEI: MWRPCJENTWL4
    - e. Total Amount of Federal Award: \$714,500.00
    - f. Name of Federal Awarding Agency: Gulf Coast Ecosystem Restoration Council (hereinafter “RESTORE”)
    - g. Pass-Through Entity & Awarding Official Contact Information:  
Alabama Department of Conservation and Natural Resources  
Commissioner Christopher M. Blankenship  
64 N. Union Street; Suite 468  
Montgomery, AL 36130
    - h. CFDA Number & Name: CFDA# 87.052 “Spill Impact Component Project Grants”
    - i. Indirect Cost Rate of Subrecipient: 0%
  3. **AGREEMENT FUNDING AMOUNT:** ADCNR’s funding commitment under this Agreement shall be within the budgetary limits as described herein and pursuant to the Federal Award and shall not exceed a total of six hundred fifty thousand and 00/100 dollars (**\$650,000.00**).

4. PROJECT PERIOD: The period allowed for Project completion by the Subrecipient (hereinafter "Project Period") shall commence on September 1, 2019 and end on March 31, 2025.
5. AGREEMENT TERM: The term of this Agreement shall commence when the Agreement is executed by both Parties on September 1, 2019 and end on March 31, 2025 (hereinafter "Agreement Term").
6. NOTICE: Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement are set forth below. In the event the designation of new contact information is necessary, such shall not require a formal amendment to this Agreement.

To ADCNR:

Alabama Department of Conservation and Natural Resources  
Attn: Christopher M. Blankenship, Commissioner  
64 N. Union St., Suite 468  
Montgomery, AL 36130

With a copy to:

Dr. Amy Hunter  
Deepwater Horizon Restoration Coordinator  
Alabama Department of Conservation and Natural Resources  
31115 Five Rivers Boulevard  
Spanish Fort, AL 36527  
Email: amy.hunter@dcnr.alabama.gov

To Subrecipient:

Sherry Sullivan, Mayor  
City of Fairhope  
161 N. Section Street  
Fairhope, Alabama 36532

7. PARTIES REPRESENT THAT THIS AGREEMENT SUPERSEDES ALL PROPOSALS, ORAL AND WRITTEN, ALL PREVIOUS CONTRACTS, AGREEMENTS, NEGOTIATIONS AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF.
8. DOCUMENTS: The documents which comprise this Agreement between ADCNR and the Subrecipient are:
  1. This Subaward Agreement;
  2. The Amendment for the existing grant for the Alabama Department of Conservation and Natural Resources (ADCNR), Grant No. GNSSP20AL0001-01-01 and any RESTORE Council-specific Special Award Conditions.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date entered below.

**STATE OF ALABAMA  
DEPARTMENT OF CONSERVATION  
AND NATURAL RESOURCES**

\_\_\_\_\_  
Christopher M. Blankenship, Commissioner

Date: \_\_\_\_\_

**CITY OF FAIRHOPE**

\_\_\_\_\_  
Sherry Sullivan, Mayor

Date: \_\_\_\_\_



AL-04/25/2023

Subrecipient Name: City of Fairhope, UEI: MWRPCJENTWL4

Title of Grant Project: State Expenditure Plan #17: Fairhope Area Community-Based Comprehensive Land Use Plan

**Attachment**  
Federal Award Identification

The entity identified in this agreement is a subrecipient of a subaward, in accordance with 2 CFR 200.332. Be advised, the following information describes the Federal award and subaward:

<b>(1) Federal Award Identification</b>	
(i.) Subrecipient name	City of Fairhope
(ii.) Subrecipient's unique entity identifier	UEI: MWRPCJENTWL4
(iii.) Federal Award Identification Number (FAIN);	GNSSP20AL0001
(iv.) Federal Award Date (see §200.39 Federal award date) of award to the recipient by the Federal agency;	AL-04/25/2023
(v.) Subaward Period of Performance Start and End Date;	09/01/2019-03/31/2025
(vi.) Amount of Federal Funds Obligated by this action by the pass-through entity to the subrecipient;	\$650,000.00
(vii.) Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation;	\$650,000.00
(viii.) Total Amount of the Federal Award committed to the subrecipient by the pass-through entity;	\$650,000.00
(ix.) Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA);	The purpose of this project is to develop a community-based comprehensive land use plan that recognizes all community concerns and issues and translates this information into a clear framework, plan and course of actions supporting community growth in a responsible, sustainable and resilient manner
(x.) Name of Federal awarding agency, Name of pass-through entity, and contact information for awarding official of the pass-through entity;	Gulf Coast Ecosystem Restoration Council, Alabama Department of Conservation and Natural Resources, Christopher M. Blankenship <a href="mailto:Chris.blankenship@dcnr.alabama.gov">Chris.blankenship@dcnr.alabama.gov</a>
(xi.) CFDA Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement;	CFDA # <u>21.015</u> Resources and Ecosystems Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States - total Federal Award issued to ADCNR, which is registered in SAM with the DUNS number <u>929933406</u> , UEI: WLNMNKHKF5T1 is <u>\$714,500.00</u>
(xii.) Identification of whether the award is R&D; and	This is not a R&D award.
(xiii.) Indirect cost rate for the Federal award (including if the de minimis rate if charged per §200.414 Indirect (F&A) costs).	The indirect cost rate for the Federal award is 24.09%.

RESOLUTION NO. \_\_\_\_

**AMENDMENT NO. 1 TO RFP 006-20 PROGRAM ADMINISTRATION  
SERVICES CONTRACT FOR THE ALABAMA DEPARTMENT OF  
CONSERVATION AND NATURAL RESOURCES GRANT #S1P17-FACP  
(RESTORE ACT- COMMUNITY-BASED COMPREHENSIVE LAND USE PLAN)**

**WHEREAS**, the City of Fairhope did solicit Requests for Proposals (RFP 006-20 - Program Administrative Services for Community-Based Comprehensive Land Use Plan) in accordance with applicable federal, state and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations; and

**WHEREAS**, on September 14, 2020 the City Council awarded RFP 006-20 to Grant Management, LLC for ADCNR Grant #S1P17-FACP; and

**WHEREAS**, the Alabama Department of Conservation and Natural Resources (ADCNR) issued Amendment No. 1 to the Subaward Agreement whereby the grant period of performance ending date has been extended by 12 months, from 3/31/2024 to 3/31/2025;

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves Amendment No. 1 to RFP 006-20 - Program Administrative Services for Community-Based Comprehensive Land Use Plan to Grant Management, LLC for ADCNR Grant #S1P17-FACP, extending the contract period of performance through 3/31/2025; and authorizes the Mayor to execute Amendment No. 1 between the City of Fairhope and Grant Management, LLC.

Adopted on this 29th day of August, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Contract Documents  
Amendment 1

RFP No. 006-20 Program Administrative Services for  
Fairhope Area Community-Based Comprehensive Land Use Plan  
Alabama Department of Conservation and Natural Resources (ADCNR)  
Grant #S1P17-FACP

Sherry Sullivan, Mayor

Fairhope City Council  
Jay Robinson, Council President

Set \_\_\_\_\_

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

**CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

**Amendment 1**

This **CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and Grant Management LLC of Fairhope, Alabama (hereinafter called the "**CONSULTANT**") for

**RFP No. 006-20 Program Administrative Services for Fairhope Area Community-Based Comprehensive Land Use Plan for Alabama Department of Conservation and Natural Resources (ADCNR) Grant # S1P17-FACP, as amended**

**Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE ACT)**

**WITNESSETH:**

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**DEFINITIONS:**

The following terms shall have the following meanings:

**COUNTY:** Baldwin County, Alabama

**CITY:** Fairhope Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama

**PROJECT:** Professional Consulting services for Program Administration for **Alabama department of Conservation and Natural Resources (ADCNR) Grant #S1P17-FACP, as amended Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE ACT)**

**PART ONE**  
**GENERAL CONDITIONS**

1.1 The CITY hereby has employed the CONSULTANT and the CONSULTANT has agreed to perform for the CITY those professional services as hereinafter set forth in connection with the following:

**Alabama Department of Conservation and Natural Resources (ADCNR) Grant #S1P17-FACP (RESTORE Act)**

1.2 This professional services contract was executed by the CITY on November 20, 2020. The Alabama Department of Conservation and Natural Resources (ADCNR) and the Gulf Coast Ecosystem Restoration Council (GCERC) have provided the CITY with Amendment No. 1 to the Subgrant Agreement that extends the performance period by 12 months to March 31, 2025.

1.3 All provisions contained in the original contract apply, except as modified in Amendment 1.

**PART TWO**  
**PROJECT SCOPE**

2.2 The Federal Award Period of Performance has been extended by 12 months to March 31, 2025.

**PART THREE**  
**PAYMENT**

3.1 The date of Project completion for the Subaward Grant Agreement #S1P17-FACP as amended between the CITY and the Alabama Department of Conservation and Natural Resources (ADCNR) is 3/31/2025. Under 2 CFR 200.309, no costs can be incurred after this date. Therefore, the CONSULTANT will render all services prior to this date and no charges shall be incurred thereafter.

***Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:***

***By signing this Contract, The City of Fairhope represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.***

**IN WITNESS WHEREOF**, the parties hereto have executed this contract in **duplicate** on the day and year first above written.

**CITY OF FAIRHOPE**

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
**Sherry Sullivan, Mayor** **Lisa A. Hanks, MMC**  
**City Clerk**

**NOTARY FOR THE TOWN:**

**STATE OF ALABAMA}**  
**COUNTY OF BALDWIN}**

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that **Sherry Sullivan**, whose name as Mayor of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**PROFESSIONAL CONSULTANT SIGNATURES**

**If Corporation or LLC**

Company Grant Management LLC  
State of Incorporation Alabama

Company Representative Stacy McKean  
(Name of Representative Authorized to sign Bids and Contracts for the firm)

Company  
Representative \_\_\_\_\_  
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address) PO Box 1512

(Address) Fairhope, AL 36532

Phone No: (251) 533-6930

E-Mail: [stacylmckean@gmail.com](mailto:stacylmckean@gmail.com)

**NOTARY FOR CORPORATE PROFESSIONAL CONSULTANT**

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for the said State and County, hereby certify that Stacy McKean whose name as Owner of Grant Management LLC is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_**

**AMENDMENT NO. 1 TO RFP PS001-21 PLANNING SERVICES  
CONTRACT FOR THE ALABAMA DEPARTMENT OF  
CONSERVATION AND NATURAL RESOURCES GRANT #S1P17-FACP  
(RESTORE ACT- COMMUNITY-BASED COMPREHENSIVE LAND USE PLAN)**

**WHEREAS**, the City of Fairhope did solicit Requests for Proposals (RFP PS001-21 – Professional Planning Services for Community-Based Comprehensive Land Use Plan in accordance with applicable federal, state and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations; and

**WHEREAS**, on December 23, 2020 the City Council awarded RFP PS001-21 to Neel-Schaffer for ADCNR Grant #S1P17-FACP; and

**WHEREAS**, the Alabama Department of Conservation and Natural Resources (ADCNR) issued Amendment No. 1 to the Subaward Agreement whereby the grant period of performance ending date has been extended by 12 months, from 3/31/2024 to 3/31/2025;

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves Amendment No. 1 to RFP PS001-21 – Professional Planning Services for Community-Based Comprehensive land Use Plan to Neel-Schaffer, Inc. for ADCNR Grant #S1P17-FACP, extending the contract period of performance through 3/31/2025; and authorizes the Mayor to execute Amendment No. 1 between the City of Fairhope and Neel-Schaffer.

Adopted on this 29th day of August, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



City of Fairhope  
Contract Documents  
Amendment 1

RFP No. 001-21 Professional Planning Services for  
Fairhope Area Community-Based Comprehensive Land Use Plan  
Alabama Department of Conservation and Natural Resources (ADCNR)  
Grant #S1P17-FACP

Sherry Sullivan, Mayor

Fairhope City Council  
Jay Robinson, Council President

Set \_\_\_\_\_

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

**CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

**Amendment 1**

This **CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and Neel-Schaffer, Inc. of Mobile, Alabama (hereinafter called the "**CONSULTANT**") for

**RFP No. 001-21 Professional Planning Services for Fairhope Area Community-Based Comprehensive Land Use Plan for Alabama Department of Conservation and Natural Resources (ADCNR) Grant # S1P17-FACP, as amended**

**Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE ACT)**

**WITNESSETH:**

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**DEFINITIONS:**

The following terms shall have the following meanings:

**COUNTY:** Baldwin County, Alabama

**CITY:** Fairhope Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama

**PROJECT:** Professional Planning Services for **Alabama Department of Conservation and Natural Resources (ADCNR) Grant #S1P17-FACP, as amended Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE ACT)**

**PART ONE**  
**GENERAL CONDITIONS**

1.1 The CITY hereby has employed the CONSULTANT and the CONSULTANT has agreed to perform for the CITY those professional services as hereinafter set forth in connection with the following:

**Alabama Department of Conservation and Natural Resources (ADCNR) Grant #S1P17-FACP (RESTORE Act)**

1.2 This professional services contract was executed by the CITY on \_\_\_\_\_, 2021. The Alabama Department of Conservation and Natural Resources (ADCNR) and the Gulf Coast Ecosystem Restoration Council (GCERC) have provided the CITY with Amendment No. 1 to the Subgrant Agreement that extends the performance period by 12 months to March 31, 2025.

1.3 All provisions contained in the original contract apply, except as modified in Amendment 1.

**PART TWO**  
**PROJECT SCOPE**

2.2 The Federal Award Period of Performance has been extended by 12 months through March 31, 2025.

**PART THREE**  
**PAYMENT**

3.1 The date of Project completion for the Subaward Grant Agreement #S1P17-FACP as amended between the CITY and the Alabama Department of Conservation and Natural Resources (ADCNR) is 3/31/2025. No costs can be incurred after this date. Therefore, the CONSULTANT will render all services prior to this date and no charges shall be incurred thereafter.

***Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:***

***By signing this Contract, The City of Fairhope represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.***

**IN WITNESS WHEREOF**, the parties hereto have executed this contract in **duplicate** on the day and year first above written.

**CITY OF FAIRHOPE**

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
**Sherry Sullivan, Mayor** **Lisa A. Hanks, MMC**  
**City Clerk**

**NOTARY FOR THE TOWN:**

**STATE OF ALABAMA}**  
**COUNTY OF BALDWIN}**

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that **Sherry Sullivan**, whose name as Mayor of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**PROFESSIONAL CONSULTANT SIGNATURES**

**If Corporation or LLC**

Company Neel-Schaffer, Inc.  
State of Incorporation Alabama

Company Representative \_\_\_\_\_  
(Name of Representative Authorized to sign Bids and Contracts for the firm)

Company  
Representative \_\_\_\_\_  
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address) \_\_\_\_\_

(Address) \_\_\_\_\_

Phone No: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**NOTARY FOR CORPORATE PROFESSIONAL CONSULTANT**

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for the said State and County, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of Neel-Schaffer, Inc. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_\_**

**AMENDMENT NO. 1 TO RFQ PS007-20 GEOGRAPHIC INFORMATION SYSTEM  
(GIS) SERVICES CONTRACT FOR THE ALABAMA DEPARTMENT OF  
CONSERVATION AND NATURAL RESOURCES GRANT #S1P17-FACP  
(RESTORE ACT- COMMUNITY-BASED COMPREHENSIVE LAND USE PLAN)**

**WHEREAS**, the City of Fairhope did solicit Requests for Qualifications (RFQ PS007-20 – Geographic Information System (GIS) Services for Community-Based Comprehensive Land Use Plan in accordance with applicable federal, state and local laws, codes, regulations, ordinances, etc., including, but not limited to all executive orders (EO), Office of Management and Budget (OMB) requirements, and U.S. Treasury Regulations; and

**WHEREAS**, on December 23, 2020 the City Council awarded RFP PS007-20 to Goodwyn, Mills and Cawood, Inc. for ADCNR Grant #S1P17-FACP; and

**WHEREAS**, the Alabama Department of Conservation and Natural Resources (ADCNR) issued Amendment No. 1 to the Subaward Agreement whereby the grant period of performance ending date has been extended by 12 months, from 3/31/2024 to 3/31/2025;

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves Amendment No. 1 to RFQ PS007-20 – Geographic Information System (GIS) Services for Community-Based Comprehensive land Use Plan to Goodwyn, Mills and Cawood, Inc. for ADCNR Grant #S1P17-FACP, extending the contract period of performance through 3/31/2025; and authorizes the Mayor to execute Amendment No. 1 between the City of Fairhope and Goodwyn, Mills and Cawood, Inc.

Adopted on this 29th day of August, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Contract Documents  
Amendment 1

RFP No. 007-20 Geographic Information System (GIS) Services for  
Fairhope Area Community-Based Comprehensive Land Use Plan  
Alabama Department of Conservation and Natural Resources (ADCNR)  
Grant #S1P17-FACP

Sherry Sullivan, Mayor  
Fairhope City Council  
Jay Robinson, Council President

Set \_\_\_\_\_

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

**CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

**Amendment 1**

This **CONTRACT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Fairhope, Alabama (hereinafter called "**CITY**") acting by and through its governing body, the Fairhope City Council, and Goodwyn, Mills and Cawood, Inc. of Mobile, Alabama (hereinafter called the "**CONSULTANT**") for

**RFP No. 007-20 Geographic Information System (GIS) Services for Fairhope Area  
Community-Based Comprehensive Land Use Plan for  
Alabama Department of Conservation and Natural Resources (ADCNR)  
Grant # S1P17-FACP, as amended**

**Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies  
of the Gulf Coast States Act of 2012 (RESTORE ACT)**

**WITNESSETH:**

That in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

**DEFINITIONS:**

The following terms shall have the following meanings:

**COUNTY:** Baldwin County, Alabama

**CITY:** Fairhope Council, Mayor, and the officers, agents, and employees of the City of Fairhope, Alabama

**PROJECT:** Professional Planning Services for **Alabama Department of Conservation and Natural Resources (ADCNR) Grant #S1P17-FACP, as amended Resources and Ecosystem Sustainability, Tourist Opportunities, and Revived Economies of the Gulf Coast States Act of 2012 (RESTORE ACT)**



**PART ONE**  
**GENERAL CONDITIONS**

1.1 The CITY hereby has employed the CONSULTANT and the CONSULTANT has agreed to perform for the CITY those professional services as hereinafter set forth in connection with the following:

**Alabama Department of Conservation and Natural Resources (ADCNR) Grant  
#S1P17-FACP (RESTORE Act)**

1.2 This professional services contract was executed by the CITY on \_\_\_\_\_, 2021. The Alabama Department of Conservation and Natural Resources (ADCNR) and the Gulf Coast Ecosystem Restoration Council (GCERC) have provided the CITY with Amendment No. 1 to the Subgrant Agreement that extends the performance period by 12 months to March 31, 2025.

1.3 All provisions contained in the original contract apply, except as modified in Amendment 1.

**PART TWO**  
**PROJECT SCOPE**

2.2 The Federal Award Period of Performance has been extended by 12 months through March 31, 2025.

**PART THREE**  
**PAYMENT**

3.1 The date of Project completion for the Subaward Grant Agreement #S1P17-FACP as amended between the CITY and the Alabama Department of Conservation and Natural Resources (ADCNR) is 3/31/2025. No costs can be incurred after this date. Therefore, the CONSULTANT will render all services prior to this date and no charges shall be incurred thereafter.

***Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:***

***By signing this Contract, The City of Fairhope represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.***

**IN WITNESS WHEREOF**, the parties hereto have executed this contract in **duplicate** on the day and year first above written.

**CITY OF FAIRHOPE**

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
**Sherry Sullivan, Mayor** **Lisa A. Hanks, MMC**  
**City Clerk**

**NOTARY FOR THE TOWN:**

**STATE OF ALABAMA}**  
**COUNTY OF BALDWIN}**

I, \_\_\_\_\_, a Notary Public in and for said State and County, hereby certify that **Sherry Sullivan**, whose name as Mayor of Fairhope, is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, she as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**PROFESSIONAL CONSULTANT SIGNATURES**

**If Corporation or LLC**

Company Goodwyn, Mills and Cawood, Inc.  
State of Incorporation Alabama

Company Representative \_\_\_\_\_  
(Name of Representative Authorized to sign Bids and Contracts for the firm)

Company  
Representative \_\_\_\_\_  
(Signature of Representative Authorized to sign Bids and Contracts for the firm)

(Address) \_\_\_\_\_

(Address) \_\_\_\_\_

Phone No: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**NOTARY FOR CORPORATE PROFESSIONAL CONSULTANT**

STATE OF \_\_\_\_\_ }  
County of \_\_\_\_\_ }

I, \_\_\_\_\_, a Notary Public in and for the said State and County, hereby certify that \_\_\_\_\_ whose name as \_\_\_\_\_ of Goodwyn, Mills and Cawood, Inc. is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day, that being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this \_\_\_\_ day of \_\_\_\_\_, 2023.

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_\_

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 Kimley-Horn and Associates for Professional Engineering Services for Dog House Pump Station Rehabilitation (RFQ PS23-023) with a not-to-exceed amount of \$193,000.00.

DULY ADOPTED THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 8/17/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Kimley-Horn & Associates Negotiated Fee Schedule for Engineering Services for Dog House Pump Station Rehabilitation Project

Project Location: 56 South Greeno (Lift Station)

Presented to City Council: 8/28/2023

Resolution #: Approved \_\_\_\_\_

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Funding Request Sponsor: Daryl Morefield, Water & Sewer Superintendent  
Nicole Love, Treasury Grants Coordinator

Project Cash Requirement Requested:

Cost: \$ 193,000.00 Not-to-Exceed Amount

AUG 18 '23 4:45 JAW

Vendor: Kimley-Horn and Associates (Vendor #7089)

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  Marine-34  Plan/Zone-12  Adult Rec-30

Project will be:

Expensed   
Capitalized XXX   
Inventored

Funding Source:

Operating Expenses   
Budgeted Capital XXX   
Unfunded

Expense Code: 004020-59501  
G/L Acct Name: System Improvements - Lift Stations

Federal - not to exceed amount \_\_\_\_\_  
State \_\_\_\_\_  
City \_\_\_\_\_  
Local \_\_\_\_\_

Project Budgeted: \$ 193,000.00  
Balance Sheet item-  
Included in projected  
cash flow

Over (Under) budget amount: \$ -

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

The City Council approved the award of RFQ PS23-023 Professional Engineering Services for Dog House Pump Station Rehabilitation to Kimley-Horn and Associates on 08/14/23 at its regularly scheduled meeting. This request is for approval of the subsequent negotiated fee schedule and to authorize the Mayor to execute a contract in the not-to-exceed amount of \$193,000.00. The City will be utilizing ARPA (American Rescue Plan Act) monies to fund the Dog House Pump Station Rehabilitation project.

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? 08/14/23 - Awarded RFQ PS23-019 to Kimley-Horn & Assoc.

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/17/2023

Purchasing Memo Date: 8/17/2023

Delivered To Date: 8/18/2023

Request Approved Date: 8/18/2023

Request Approved Date: 8/18/2023

Approved Date: 8/18/2023

Signatures: Suzanne Doughty  
Suzanne Doughty

Kim Creech  
Kim Creech

Mayor Sherry Sullivan  
Mayor Sherry Sullivan



## MEMO

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

Sherry Sullivan  
Mayor

From: \_\_\_\_\_  
Erin Wolfe, Purchasing Manager

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

Date: August 17, 2023

Lisa A. Hanks, MMC  
City Clerk

**Re: Requesting Approval by City Council of Negotiated Fees for RFQ PS23-023 Professional Engineering Services for Dog House Pump Station Rehabilitation**

The Superintendent of Water and Wastewater Department, Daryl Morefield, has requested to hire an Engineering Firm for the rehabilitation of the Dog House Pump Station, which will be using funds provided through the American Rescue Plan Act (ARPA) of 2021.

Kimberly Creech  
City Treasurer

The City Council approved the selection of Kimley-Horn and Associates as the result of Request for Qualifications RFQ PS23-023 Professional Engineering Services for Dog House Pump Station Rehabilitation and approved the Mayor to negotiate the contract fee schedule. Fixed Fees are listed in the attached Scope of Services/Method of Compensation.

The Mayor and The Superintendent of Water and Wastewater Department would like to establish a not-to-exceed amount for Professional Engineering Services of One Hundred Ninety-Three Thousand Dollars (\$193,000.00).

**Please prepare a Green Sheet and place on the next City Council Agenda this request for approval of the negotiated fee schedule and allow the Mayor to execute a contract for the not-to-exceed amount of \$193,000.00.**

Enclosure

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

Cc: Daryl Morefield, Nicole Love

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



August 16, 2023

City of Fairhope  
Daryl Morefield  
Water and Wastewater Superintendent  
555 S. Section Street  
Fairhope, AL 36532

***RE: IPO 002 – Fairhope Dog House Pump Station Rehabilitation***

Mr. Morefield:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit our proposed scope services for the project entitled “Fairhope Dog House Pump Station Rehabilitation” (“Project”).

The proposed scope of services includes the design and construction phase services for the rehabilitation of the Dog House Pump Station.

Attached is a scope and fee for your review and approval. We look forward to working with you on this vital project.

Sincerely,

**KIMLEY-HORN AND ASSOCIATES, INC.**

Charles H. Starling III, P.E., BCEE  
Associate

## Scope of Services/Method of Compensation Fairhope Dog House PS Rehabilitation Project

### **Identification of Project:**

Project: City of Fairhope Dog House PS Rehabilitation Project

Client: City of Fairhope

### **General Category of Services:**

The City of Fairhope (City) intends to rehabilitate the Dog House Pump Station. This project will generally consist of the design and oversight services for rehabilitation of existing pump station wet well, site improvements, and new electrical and controls. The proposed pump station location is provided for reference in **Exhibit 1** attached.

### **Project Understanding:**

The anticipated items to be included in the scope services are provided below:

- Site survey of existing PS
- Pump Station Improvements
  - Site improvement – crushed stone access road near pump station wet well.
  - Bypass pumping plan
  - Demolition plan
  - Replacement of existing valves
  - Replacement of existing suction lift pumps with submersible pumps
  - New pump guide rails
  - Replacement of existing ductile iron discharge piping with stainless steel discharge piping
  - Replace existing ductile iron vent piping with stainless steel piping
  - Provide design services for wet well rehabilitation utilizing a coating system.
  - Replace existing PS access hatch and include safety grating
  - Replace existing PS concrete cover
  - Design services for a new electrical (VFDs, junction boxes, and conduit), controls to be housed in a new electrical building
  - Design of a new inline flow meter
  - Provide site lighting
  - Provide for an alternate bid item for Odor Control.
- Provide Bid Documents for PS Rehabilitation
- Bid Administration Services
- Limited Construction Administration and Oversight



**Specific Scope of Basic Services:****TASK 1 – DATA COLLECTION AND KICKOFF MEETING**

- A. Kimley-Horn will prepare for and attend a project kick-off meeting with City of Fairhope staff. Project objectives, schedule, milestones, communication methods, and base information will all be discussed. Kimley-Horn will prepare meeting minutes after the meeting and circulate the minutes to meeting participants.
- B. The City will provide available lift station data (i.e. run time data, etc), record drawings, development plans and flows, and any additional relevant information necessary for this project. Kimley-Horn will review the data collected.

**TASK 2 – SURVEY**

- A. Kimley-Horn will enter into an agreement with and coordinate with a surveyor licensed in the State of Alabama to perform a topographic and boundary survey within the project limits for use in the design of pump station rehabilitation.

**TASK 3 – DESIGN SERVICES**

- A. Kimley-Horn will prepare construction plans, specifications, and an opinion of probable construction cost for the work described in the Project Understanding.
- B. Kimley-Horn will coordinate with utility owners identified by utility locates to determine potential utility conflicts.
- C. Kimley-Horn will submit a preliminary plan set for review of the design based on the field survey and coordination with City staff. Kimley-Horn will submit 60%, 90% and 100% plans, specifications, and an opinion of probable cost for the City's review. Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- D. Kimley-Horn will prepare a ADEM NPDES NOI application for the project.
- E. All permit application fees will be paid by the City.

**TASK 4 – BID ADMINISTRATION**

- A. Kimley-Horn will prepare bid packages consisting of plans and specifications (in EJCDC format).
- B. Kimley-Horn will prepare the Bid Notification for advertisement. Kimley-Horn will provide the technical information required for the notification language.
- C. Kimley-Horn will conduct a pre-bid meeting at the project site with prospective bidders.
- D. Kimley-Horn will administer distribution of the bid packages and maintain a log of the issued bid packages. Kimley-Horn will charge those requesting hard copy or electronic bid packages a fee for each set of issued documents. The fee is intended to cover the cost of reproduction,

shipping and handling of the bid packages. The City will be provided with two (2) hard copy bid package sets at no cost.

- E. Kimley-Horn will respond to Request for Information submittals (RFIs) and prepare bid addenda as necessary during the bid process.
- F. Kimley-Horn will review the bid responses and tabulate the results. Kimley-Horn will provide the City with a written bid tabulation record along with an award recommendation.

### **TASK 5 – LIMITED CONSTRUCTION ADMINISTRATION AND OBSERVATION SERVICES**

- A. Kimley-Horn will provide construction administration and observation services during the construction of the project. Construction Administration and Observation Services will consist of:
  - 1. Pre-Construction Conference. Kimley-Horn will conduct a Pre-Construction Conference prior to commencement of construction activity.
  - 2. Shop Drawings and Samples. Kimley-Horn will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which the Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
  - 3. Visits to Site and Observation of Construction. Kimley-Horn will make visits in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Kimley-Horn will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Kimley-Horn will keep Client informed of the general progress of the work. It is assumed the construction time will be approximately 300 calendar days. It is estimated that approximately 280 hrs of oversight will be provided.
  - 4. Monthly Progress Meetings. Attend Monthly Progress Meetings (Assumed one per month at 1 hour each).
  - 5. Applications for Payment. Based on observations and on review of applications for payment and supporting documentation, Kimley-Horn will determine amounts that Kimley-Horn recommends Contractor be paid. Such recommendations will be based on Kimley-Horn's knowledge, information and belief, and will state whether in Kimley-Horn's opinion Contractor's work has progressed to the point indicated, subject to any qualifications stated in the recommendation. For unit price work, Kimley-Horn's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests. Kimley-Horn's recommendations will not be a representation that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work, or involved detailed inspections.

6. Change Orders. Kimley-Horn may recommend Change Orders to the Client and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.
7. Requests for Information. Kimley-Horn will assist with responding to Requests for Information from the Contractor.
8. Substantial Completion. Kimley-Horn will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
9. Final Notice of Acceptability of the Work. Kimley-Horn will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Kimley-Horn may recommend final payment to Contractor. Accompanying the recommendation for final payment, Kimley-Horn will provide a notice that the Work is generally in accordance with the Contract Documents to the best of Kimley-Horn's knowledge, information, and belief based on the extent of its services and based upon information provided to Kimley-Horn.
10. Record Documents. Kimley-Horn will provide the City of Fairhope with a final set of record documents recording identified changes by the Contractor. Kimley-Horn will rely on information obtained during the observation site visits and information provided by the Contractor.

## **SCHEDULE**

Kimley-Horn will provide our services as expeditiously as practicable to meet the mutually agreed upon schedule.

## **INFORMATION PROVIDED BY OTHERS**

Kimley-Horn shall be entitled to rely upon the accuracy of information provided by others in the performance of professional services. It is anticipated that the following items will need to be provided to Kimley-Horn by the City during the project:

1. Record drawings of existing utilities owned by the City of Fairhope for utilities within the project limits.

Electronic copies of photographs taken by City of Fairhope staff documenting construction progress.

### ***Assumptions:***

1. It is assumed that the existing wet well is in a condition to be rehabilitated utilizing a coating system.

**Additional Services if required:**

Services requested that are not specifically included will be provided under a new and separate task order or can be performed on an hourly basis upon written authorization.

**Exclusions:**

1. Permitting Fees.
2. Preparation of wetland permit.
3. Purchase of wetland mitigation credits.
4. Acquisition of easements.

**METHOD OF COMPENSATION:**

The Engineer will complete the above scope of services on a lump sum (not to exceed) fee basis for each respective task.

Task 1 Data Collection	\$ 5,000.00
Task 2 Survey	\$ 4,000.00
Task 3 Design Services	\$ 105,000.00
Task 4 Bid Phase Services	\$ 5,000.00
Task 5 Limited Construction Administration and Oversight Services	<u>\$ 74,000.00</u>
<b>Total Task 1-5</b>	<b>\$ 193,000.00</b>

<u>Rate Schedule</u>	<u>Hourly Rate</u>
Principal Engineer	\$250.00
Project Manager	\$220.00
Senior Professional Engineer	\$200.00
Engineer II	\$150.00
Engineer 1	\$125.00
Analyst	\$105.00
Administrative	\$ 60.00

**CLOSURE**

If you concur in the foregoing and wish to direct us to proceed with the aforementioned services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. All provisions are in accordance with the terms and conditions of the consulting agreement between the City of Fairhope and Kimley-Horn and shall govern this agreement as applicable. Payment will be due within 45 days of your receipt of the invoice. Fees and times stated in the agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to propose these services to you. Please contact us should you have any questions at (251) 751-2527.

ACCEPTED:

CITY OF FAIRHOPE

KIMLEY-HORN AND ASSOCIATES, INC.

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: Charles H. Starling, P.E., BCEE

TITLE: \_\_\_\_\_

TITLE: Associate

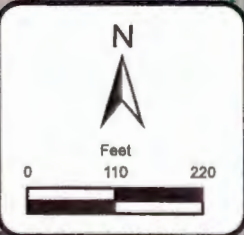
DATE: \_\_\_\_\_

DATE: August 16, 2023

K:\MOB\_Utlities\202140 - Fairhope\Pump Station Rehabilitation\New Folder\SCOPE EXHIBIT.aprx - 3/28/2023 8:28 AM - Brock\_Jones

# LEGEND

- MANHOLE
- LIFT STATION
- GRAVITY SEWER
- FORCEMAIN



Maxar, Esri Community Maps Contributors, © 2023  
 CNANP, Esri, HERE, Garmin, SafeGraph, GeoTech  
 USGS, EPA, NPS

## Kimley»Horn

11 North Water Street  
 RSA Battle House Tower, Suite 9290  
 Mobile AL 36602  
 Phone: (251) 263-8350  
 www.kimley-horn.com

DOG HOUSE PS REHABILITATION AERIAL MAP

CITY OF FAIRHOPE  
 FAIRHOPE, ALABAMA



Project No.: N/A

070 MARCH 2023

EXHIBIT 1

Date Created: 2/22/2023  
 Date Revised: 2/22/2023  
 Date Printed: 3/29/2023

DOG HOUSE PS REHABILITATION PROJECT									
CITY OF FAIRHOPE									
OPINION OF PROBABLE COST									
ITEM	DESCRIPTION	ESTIMATED QUANTITY		MATERIAL UNIT PRICE	MATERIAL TOTAL	LABOR EQUIPMENT UNIT PRICE	LABOR EQUIPMENT TOTAL	EXTENDED UNIT COST	EXTENDED TOTAL
<b>1.0 SITE WORK AND DECOMMISSIONING</b>									
1 01	Mobilization	1	LS	\$ 44,375.00	\$ 44,400.00	\$ -	\$ -	\$ 44,400.00	\$ 44,400.00
1 02	Demolition	1	LS	\$ -	\$ -	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
1 03	Gravity Sewer Decommission	200	LF	\$ 50.00	\$ 10,000.00	\$ 50.00	\$ 10,000.00	\$ 100.00	\$ 20,000.00
1 04	Bypass Pumping	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00	\$ 80,000.00	\$ 80,000.00
1 05	Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 5,000.00	\$ 5,000.00	\$ 20,000.00	\$ 20,000.00
1 06	Site Restoration	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
					<b>MATERIAL SUBTOTAL:</b>	\$ 94,400.00	<b>LABOR/EQUIP SUBTOTAL:</b>	\$ 130,000.00	\$ 224,400.00
<b>2.0 PUMP STATION</b>									
2 01	Piping Improvements	1	LS	\$ 75,000.00	\$ 75,000.00	\$ 30,000.00	\$ 30,000.00	\$ 105,000.00	\$ 105,000.00
2 02	Pumps	2	EA	\$ 50,000.00	\$ 100,000.00	\$ 20,000.00	\$ 40,000.00	\$ 70,000.00	\$ 140,000.00
2 03	Wet Well Improvements (New Cover)	30	CY	\$ 200.00	\$ 6,000.00	\$ 2,500.00	\$ 75,000.00	\$ 2,700.00	\$ 81,000.00
2 04	Wet Well Coating	1300	SF	\$ 30.00	\$ 39,000.00	\$ 10.00	\$ 13,000.00	\$ 40.00	\$ 52,000.00
2 05	4' Diameter Manhole (15' Depth)	2	EA	\$ 10,000.00	\$ 20,000.00	\$ 100.00	\$ 200.00	\$ 10,100.00	\$ 20,200.00
2 06	Access Hatch	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 7,500.00	\$ 7,500.00
2 07	12-foot Double Swing Gate	1	EA	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 6,000.00	\$ 6,000.00
2 08	Wood Fence	200	LF	\$ 100.00	\$ 20,000.00	\$ 10.00	\$ 2,000.00	\$ 110.00	\$ 22,000.00
2 09	Misc Concrete	12	CY	\$ 150.00	\$ 1,800.00	\$ 1,500.00	\$ 18,000.00	\$ 1,650.00	\$ 19,800.00
2 10	Gravel	40	TN	\$ 50.00	\$ 2,000.00	\$ 50.00	\$ 2,000.00	\$ 100.00	\$ 4,000.00
2 11	Odor Control (Additive Alternative)	1	LS	\$ 110,000.00	\$ 110,000.00	\$ 25,000.00	\$ 25,000.00	\$ 135,000.00	\$ 135,000.00
2 12	Generator (Additive Alternative)	1	LS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2 12	Electrical (PS Controls, VFDs, Control Panel, SCADA)	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 20,000.00	\$ 20,000.00	\$ 60,000.00	\$ 60,000.00
2 13	Control Building	1	LS	\$ 40,000.00	\$ 40,000.00	\$ 15,000.00	\$ 15,000.00	\$ 55,000.00	\$ 55,000.00
					<b>2.0 MATERIAL SUBTOTAL:</b>	\$ 461,800.00	<b>2.0 LABOR/EQUIP SUBTOTAL:</b>	\$ 245,700.00	\$ 707,500.00
					<b>SUBTOTAL (1.0-2.0):</b>	\$ 556,200.00	<b>SUBTOTAL (1.0-2.0):</b>	\$ 375,700.00	\$ 931,900.00
					<b>CONTINGENCY (20 Percent):</b>	\$ 111,200.00	<b>CONTINGENCY (20 Percent):</b>	\$ 75,100.00	\$ 186,300.00
					<b>CONSTRUCTION TOTAL:</b>	\$ 667,400.00	<b>CONSTRUCTION TOTAL:</b>	\$ 450,800.00	\$ 1,118,200.00

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

**RESOLUTION NO. \_\_\_\_\_**

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

[1] That the City of Fairhope approves the procurement of Weathering Steel Power Poles for the Dyer Road Project from Myer Utility Structures, LLC in the amount of \$88,683.00 with an added contingency amount of \$8,868.30 for a not-to-exceed amount of \$97,551.30.

[2] Contingency is due to a lead time of 34 weeks on the poles with a 6-month price confirmation.

[2] The Weathering Steel Power Poles are exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

ADOPTED ON THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



City of Fairhope  
Project Funding Request

Issuing Date: 8/17/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of Weathering Steel Power Poles for Dyer Road Project

Project Location: Dyer Road

Presented to City Council: 8/28/2023

Funding Request Sponsor: Ben Patterson, Electric Superintendent

Resolution # :  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:

Cost: \$ 97,551.30

AUG 18 '23 4:44 JAW

Vendor: Meyer Utility Structures, LLC (Vendor #TBD)

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

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

Department of General Fund Providing the Funding

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

Project will be:

Expensed   
Capitalized XXX   
Inventoried

Funding Source:

Operating Expenses   
Budgeted Capital XXX   
Unfunded

Expense Code: 003-59500  
G/L Acct Name: Capital System Improvement Budget

Federal - not to exceed amount  
State  
City  
Local

Project Budgeted: \$ 97,551.30  
Balance Sheet Item-  
Included in projected  
cash flow

Over (Under) budget amount: \$ -

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

This request is to approve the procurement of weathering steel power poles for the Dyer Road Project in the amount of \$88,683.00 with an added contingency amount of \$8,668.30 for a total of \$97,551.30. The contingency is due to a lead time of 34 weeks on the poles with a 6-month price confirmation.

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? N/A

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/17/2023

Purchasing Memo Date: 8/17/2023

Delivered To Date: 8/18/2023

Request Approved Date: 8/18/2023

Request Approved Date: 8/18/2023

Approved Date: 8/18/2023

Signatures: Suzanne Doughty  
Suzanne Doughty

Kim Creech  
Kim Creech

Mayor Sherry Sullivan  
Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant  
Kimberly Creech, Treasurer

From: Erin Wolfe, Purchasing Manager

Sherry Sullivan  
Mayor

Date: August 17, 2023

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

Re: Green Sheet and City Council Approval of Procurement of Weathering Steel Poles

Lisa A. Hanks, MMC  
City Clerk

The Superintendent of the Electric Department, Ben Patterson, is requesting procurement of weathering steel poles for the Dyer Road Project.

The purchase would be for the following:

Kimberly Creech  
Treasurer

- 75 foot, LD6, Weathering Steel Pole Qty: 9  
Cost: \$8,759.00 each
- 80 foot, LD6, Weathering Steel Pole Qty: 1  
Cost: \$9,852.00 each

Total proposed cost for the poles from Meyer Utility Structures is Eighty-Eight Thousand Six Hundred Eighty-Three Dollars (\$88,683.00). The lead time for the poles is 34 weeks and the price is only confirmed for 6 months, so in addition, we are asking for a 10% contingency of \$8,868.30 for a total of Ninety-Seven Thousand Five Hundred Fifty-One Dollars and Thirty Cents (\$97,551.30).

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

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

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 of Weathering Steel Poles for \$97,551.30.**

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

CC file, Ben Patterson, Clint Steadham

August 4, 2023

Ian Morrison  
City of Fairhope (AL)  
[ian@morrison@fairhopeal.gov](mailto:ian@morrison@fairhopeal.gov)



**City of Fairhope**  
**Project Name: Dyer Road**  
**Meyer Utility Structures Proposal #: 44358 Rev 1**

Dear Ian,

We appreciate the opportunity to offer an updated steel structure proposal for the Dyer Road RFQ. The pricing in the proposal is subject to and conditioned upon acceptance of the clarifications and suggested modifications detailed in this letter.

### **Clarifications / Suggested Modifications**

- **Lead Time:** After receipt of an order and final framing details, the shipment of structures will commence in 34 weeks.
- **Approval Drawings:** Quoted lead time allows for one week for approval drawings review. Delays in the receipt of drawing approval may impact scheduled shipments.
- **Wood Pole Equivalent (WPE) Stipulations:**
  - Pole section properties and moment capacities are calculated in accordance with ASCE/SEI 48 and RUS Bulletin 1724E-214. Wood Pole equivalency is based on 0.65 to 1.00 ratio and NESC Grade B District Loading.
  - Since Meyer Engineering is not directly involved in design of the WPE/steel class poles quoted in this proposal, PE sealing will not be provided.
- **Shipment Notes:** Delivery dates proposed are based on current plant loading as of the date of this letter. Schedules may vary based on prior sales, steel availability and when an order and final design information is received. All deliveries are to one location. Sequential loading, special packaging/shipping requirements and pole site delivery may impact the freight cost. All efforts will be made to fully optimize each truckload so pole tops and bottoms may ship on different trucks. Unloading of trucks is by others.
- **Freight Terms:** Price is based on delivery FOB Origin. Freight is Prepaid and Allowed.
- **Payment Terms:** Payment terms are NET 30 days. Structures will be invoiced as shipped.
- **Terms and Conditions of Sale:** Meyer Utility Structures, LLC Standard Terms and Conditions of Sale applies to this proposal.
- **Bid Validity:** Our quote is valid 30 days from the date of this letter.
- **Climbing:** No climbing application was included in the proposal pricing.
- **Taxes:** Taxes have not been included in the unit prices.
- **Price:** Pricing is firm for shipments within 6 months of the date of this letter.
- **Inspection / Quality Assurance:** Meyer Utility Structures' standard manufacturing and quality procedures apply. Meyer will perform visual inspection on partial penetration longitudinal and attachment welds with supplemental magnetic particle testing on questionable areas. All full penetration, longitudinal and circumferential welds will be inspected by shear wave ultrasonic testing.
- **Structure Specifications:** Offered pricing is based upon the fabrication of structures to Meyer's Standard Technical Specifications. A copy of the Meyer Standard Technical Specifications may be obtained by calling 901-566-6500 or at [https://meyerutilitystructures.com/wp-content/uploads/2021/04/Meyer\\_Std\\_Pole\\_Spec-Rev-00.pdf](https://meyerutilitystructures.com/wp-content/uploads/2021/04/Meyer_Std_Pole_Spec-Rev-00.pdf)
- **Structure Fabrication:** Pole sections are typically match marked by structure number and are not necessarily interchangeable.
- **Below Grade Coating-MeyerClad PLUS:** Where applicable, the new MeyerClad PLUS shall be used as the below grade protective coating on the exterior of the pole only. Please reference the attached MeyerClad PLUS Comparison Sheet for information concerning the even more superior performance characteristics and product details of the improved MeyerClad below grade coating.

We look forward to working with you on this project. Should you have any questions or need further clarifications, please do not hesitate to contact the following:

Leland McCully of SouthCon: 251-979-2887

Sincerely,



Timothy M. Stephens, P.E.  
Project Manager  
Meyer Utility Structures, LLC

Attachments: Meyer Utility Structures – Weight / Price Summary  
Meyer Utility Structures – Standard Terms and Conditions of Sale  
Meyer Utility Structures – MeyerClad Plus Comparison Sheet & MeyerClad Technical Data Sheet

CC: Leland McCully of SouthCon  
Kristi Brown of Meyer Utility Structures

## Weight Price Summary

Customer: City of Fairhope  
 Project : Dyer Road  
 Meyer Prop. #: 44358 Rev 1  
 Date: 8/4/2023



Item	Description	Qty	Meyer Billable	Unit Weight	Total Unit Price	Extended Weight	Extended Price
1	75 Foot, LD6, Weathering Steel Pole	9	0675S2at	2,863	\$8,759	25,767	\$78,831
2	80 Foot, LD6, Weathering Steel Pole	1	0680S2at	3,129	\$9,852	3,129	\$9,852
		<b>10</b>				<b>28,896</b>	<b>\$88,683</b>

**Notes:**

1. Shipment: Structures: 34 weeks after receipt of order and final design information.  
 Schedules are subject to prior sales.
2. Truck Freight: F.O.B. Origin to a single location with unloading by others.
3. Price Basis: Finish: Weathering Steel  
 Climbing: None  
 Below Grade Treatment: 20 mils MeyerClad Plus. Application is on outside of pole only.  
 Ground Sleeve: None  
 Taxes have not been included in the unit prices unless noted otherwise.

**MEYER UTILITY STRUCTURES, LLC - Terms and Conditions of Sale**

Effective 10-15-2018

These Terms and Conditions shall govern all transactions between Meyer Utility Structures, LLC ("MEYER") and any buyer or potential buyer (the "Buyer") placing orders for or otherwise purchasing products (the "Products") from MEYER. Any terms or conditions proposed or referenced in any purchase order or other document presented by Buyer that add to, vary from, or conflict with the terms herein are hereby rejected. Notwithstanding any contrary language in Buyer's purchase order or any other document purporting to set forth any additional or different terms or conditions governing the purchase and sale of the Products, these Terms and Conditions set forth the full and final expression of the complete agreement and contract of sale of Products by MEYER to Buyer. No modification of these Terms and Conditions shall be binding on MEYER unless specifically approved in writing in a written agreement signed by an authorized representative of MEYER. To the extent that the submission of any bid or quotation, or the furnishing of any Products by MEYER could be considered to operate as an acceptance of any prior terms or conditions published by Buyer, such bid, quotation or furnishing of such Products is expressly made on the condition that Buyer assents to these Terms and Conditions. Buyer specifically acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these Terms and Conditions. If, notwithstanding the provisions of these Terms and Conditions, a court of competent jurisdiction determines that different or additional terms and conditions apply to an order, then MEYER shall have the right to retroactively modify the prices to reflect the additional level of risk and responsibility that MEYER assumes under such additional or different terms.

**1) Delivery, Title, Risk of Loss**

Unless otherwise stated in MEYER's proposal or specifically agreed by MEYER in writing, all Products are sold FOB Shipping Point, freight prepaid and allowed, using carriers selected by MEYER and with shipping and handling charges included in the price of the Products. Title to and risk of loss in the Products will pass to Buyer at the FOB point.

**2) Payment Terms**

Payment terms for partial and complete shipments are net 30 days from date of invoice. Except as provided in paragraph 9 below, Products are invoiced upon shipment. Buyer agrees to pay a finance charge of one and one-half percent per month (or at the highest rate allowed by law, whichever is less) on all past due balances.

**3) Delivery Schedules/Delays**

All delivery commitments by MEYER are good faith estimates based upon current information available from our suppliers at the time the dates for delivery are established. Delivery of the Products is conditioned upon prompt receipt of Buyer's order. Quoted delivery times are subject to prior sales and raw material availability. MEYER shall not be liable for any delay or failure to perform or deliver, in whole or in part, due to: (i) conditions, circumstances, or events beyond MEYER's reasonable control, including but not limited to legal orders, acts of war, acts of terrorism, embargoes, boycotts, blockades, acts of God, unusual weather conditions, fire, accident, explosion, mill shutdowns, unavailability of transportation, unavailability of raw materials, fuel shortages, default by suppliers, and the enactment or implementation of any law, regulation, order, or decree that is not in effect at the time the order is placed; or (ii) any act or failure to act by Buyer or Buyer's agents, contractors, or representatives.

**4) Taxes**

Product prices do not include any taxes. Buyer shall be solely responsible for the payment of any and all sales taxes, ad valorem taxes, value added taxes, goods and services taxes, use taxes, excise taxes, tariffs, import duties, export duties, and other taxes, fees and charges imposed by any governmental authority, whether foreign or domestic, upon any Product purchased and sold hereunder or upon the manufacture, sale, transfer, transportation, use or delivery thereof. The amount of any such present, future or retroactive taxes, fees, and charges required to be collected by MEYER will be invoiced by MEYER, and Buyer agrees to pay the same, except to the extent that Buyer has furnished MEYER with an exemption certificate acceptable to the appropriate taxing authorities.

**5) Inspection and Acceptance**

Buyer may inspect the Products during business hours at MEYER's facility on reasonable notice to MEYER, provided such inspection does not unreasonably interfere with MEYER's operations. Buyer agrees to inspect the Products promptly following receipt, and will report to MEYER any shortage, damage or visually detectable discrepancy within 30 days following receipt of delivery. All claims for shortages, damage and visually detectable discrepancies not reported to MEYER in writing within such 30 day period are waived by Buyer.

**6) Compliance with Laws**

In connection with the transactions governed by these Terms and Conditions, Buyer and MEYER agree and covenant that they will each comply with all applicable laws and regulations of the United States and all other foreign state

and local jurisdictions regarding the manufacture, marketing, sale, resale, use, export and distribution of the Products, including, but not limited to, the U.S. export control laws and the U.S. Foreign Corrupt Practices Act.

**7) Warranty**

MEYER warrants that Products are being sold to Buyer free and clear of any encumbrances arising through MEYER. In addition, MEYER warrants that all Products will conform to any mutually agreed specifications for the Products and will otherwise be free from defects in materials and workmanship for a period ending on the earlier of 12 months from the date of installation or 18 months from the date of shipment. MEYER will, at its option, repair or replace any Product that is not in conformance with the foregoing warranties. MEYER will arrange transportation for the return of warranted Products and any replacement Products, and will be responsible for payment for such transportation arranged by MEYER. MEYER will have no liability for any costs, losses, expenses or damages beyond the cost of repair or replacement, and transportation arranged by MEYER. Any repair or replacement by MEYER shall not extend the original warranty period. MEYER's obligations under all warranties shall be waived if Buyer fails to (i) provide MEYER written notice of Buyer's specific warranty claim and the Product(s) affected within the warranty period, and (ii) provide MEYER with reasonable opportunity to inspect the Product(s) that are the subject of Buyer's warranty claim. If any technical advice is furnished by MEYER with respect to Buyer's specifications or use of the Products, MEYER assumes no obligation or liability for the advice given, or results obtained, with all such advice being given and accepted at Buyer's risk.

Other than the warranty of title, the warranties herein do not apply under any circumstances to: (i) any type of corrosion, irrespective of the cause; (ii) damage due to normal wear and tear, misuse, mishandling, or accident; (iii) any Product that has been modified or repaired by a party other than MEYER without MEYER's specific prior approval; (iv) any Product that has not been installed or maintained in accordance with MEYER's erection drawings or prudent industry practices; or (v) any Product that has experienced loading in excess of the maximum factored design loads or fatigue damage due to dynamic or cyclic loading.

THE WARRANTIES AND REMEDIES STATED HEREIN ARE MEYER'S SOLE WARRANTIES GIVEN WITH RESPECT TO THE PRODUCTS AND BUYER'S SOLE REMEDIES FOR ANY FAILURE OF THE PRODUCTS TO CONFORM TO SUCH WARRANTIES. THESE WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, GUARANTEES AND REMEDIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY SPECIFICALLY DISCLAIMED.

**8) Indemnification**

MEYER and Buyer will defend and indemnify one another and their respective directors, officers and employees against any and all claims, losses, liability, damages, or expenses incurred on the account of any injury or death to persons and damage to property, to the extent such injury, death or damage is caused by or attributable to a party's negligence or willful misconduct in connection with the Products or the transactions to which these Terms and Conditions apply. Neither MEYER nor Buyer shall be obligated to indemnify one another in any manner whatsoever for the other party's own negligence or willful misconduct, or for the negligence or willful misconduct of others.

MEYER will defend any suit or proceeding brought against Buyer to the extent that such suit or proceeding is based on a claim that any Product purchased by Buyer or any part thereof constitutes an infringement of any United States patent issued as of the date of MEYER's quotation or proposal. MEYER shall have no obligation of defense or indemnity to the extent that any alleged infringement is attributable to any design or other special requirement specified by Buyer. In the event that a Product for which MEYER has an obligation to indemnify Buyer hereunder, or part thereof, is held to infringe a patent and the use thereof is enjoined, MEYER shall, at its expense and option, either (a) obtain for Buyer the right to continue using such Product or part, (b) replace the Product or part with a Product or part that is non-infringing, (c) modify the Product or part so that it becomes non-infringing, or (d) accept the return of the Product and refund the purchase price, less applicable depreciation.

#### **9) Modification; Cancellation; Delay by Buyer**

No order accepted by MEYER may be modified or cancelled by Buyer except upon MEYER's prior written approval. In the case of any request for changes to an order, including, but not limited to changes in delivery dates, increases in quantities, and modifications to Products, MEYER's approval shall be conditioned upon Buyer's agreement to MEYER's revised pricing and dates of delivery for the Products affected thereby, including charges for any work or materials rendered unnecessary by such changes, and anticipated inventory carrying costs to be incurred by MEYER as a result of such changes. In the case of any request for cancellation of all or any portion of an order by Buyer, MEYER shall be adequately compensated by Buyer for all work, materials and overhead expended in connection with the cancelled Products, which amount shall be based upon the degree of completion of the cancelled Products at the time of cancellation; provided, however, that the minimum cancellation charge, regardless of degree of completion, shall be 15% of the price of the cancelled Products.

If MEYER is delayed in or prevented from performing any of its obligations due to the acts or omissions of Buyer or its agents or contractors (including but not limited to failure to provide prompt drawing approvals and/or such other information as MEYER reasonably requires to proceed expeditiously with its obligations under the order), delivery dates and Product prices may be adjusted by MEYER to reflect then current delivery schedules and raw material costs.

If, having been notified when the Products will be ready for shipment, Buyer fails to provide adequate delivery instructions, fails to take delivery, or requests that MEYER delay the delivery of the Products, MEYER shall be entitled to complete the fabrication of the Products and to place the Products into storage at Buyer's expense. Buyer agrees to compensate MEYER in the amount of 1.5% of the Product purchase price for each 15 day period that Products remain in storage at MEYER's facility beyond the originally scheduled delivery date. MEYER further reserves the right to deliver to Buyer at Buyer's principal place of business any Products that have remained in storage at MEYER's facility for more than 60 days.

#### **10) Limitation of Liability**

THE REMEDIES OF BUYER SET FORTH IN THESE TERMS AND CONDITIONS ARE EXCLUSIVE AND ARE BUYER'S SOLE REMEDIES FOR ANY FAILURE OF MEYER TO COMPLY WITH ITS OBLIGATIONS HEREUNDER OR UNDER THE TRANSACTIONS TO WHICH THESE TERMS AND CONDITIONS APPLY. NOTWITHSTANDING ANY PROVISION IN THESE TERMS AND CONDITIONS TO THE CONTRARY, IN NO EVENT SHALL MEYER BE LIABLE TO BUYER IN CONTRACT, WARRANTY, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE FOR LOSS OF PROFITS OR REVENUE, BUSINESS INTERRUPTION, LOSS OF USE OF PRODUCTS OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, DOWNTIME, COST OF SUBSTITUTE EQUIPMENT, COST OF PURCHASED POWER, OR ANY OTHER INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER. THE TOTAL CUMULATIVE LIABILITY OF MEYER IN CONNECTION WITH ANY TRANSACTION GOVERNED BY THESE TERMS AND CONDITIONS, WHETHER THE CLAIMS ARE BASED IN CONTRACT, WARRANTY, TORT (INCLUDING STRICT LIABILITY) OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY BUYER FOR THE PRODUCT(S) UPON WHICH SUCH CLAIM OR LIABILITY IS BASED. The forgoing exclusions and limitations of damages will apply even if any warranty stated herein fails of its essential purpose.

#### **11) Default and Termination for Cause**

Each of MEYER and Buyer shall be entitled, without prejudice to any other rights they may have hereunder, to terminate and cancel any order or transaction governed by these Terms and Conditions upon notice in writing to the other party, if the other party is in default of any of its obligations under the

transaction and has failed to remedy or cure such default within 30 days following the date it receives notification in writing of the existence of the default. Further, MEYER may terminate or cancel any transaction governed by these Terms and Conditions immediately upon notice to Buyer if Buyer becomes insolvent, ceases to pay its debts as they come due, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any other applicable law relating to insolvency or the protection of rights of creditors. In the event that MEYER terminates an order or transaction as provided in this paragraph 11, MEYER shall be entitled to recover from Buyer or Buyer's representative the amounts that MEYER would be entitled to collect from Buyer upon a cancellation by Buyer under paragraph 9 above.

#### **12) Backcharges and Setoffs**

Buyer shall not withhold any backcharges, setoffs, deductions or credits against amounts otherwise due MEYER unless such charges are authorized by MEYER in writing in advance.

#### **13) Use of Intellectual Property**

The ownership of all copyrights and other intellectual property rights in all designs, drawings, technical reports and technical calculations developed or provided by MEYER will remain with MEYER. MEYER grants to Buyer a royalty-free, non-exclusive license to use and reproduce any designs, drawings, technical reports and technical calculations developed by MEYER in connection with the Products. This license is limited to the right to use and reproduce such designs, drawings, reports and calculations for Buyer's or Buyer's contractors' own use in the erection, installation, operation and maintenance of the specific Product for which the applicable design, drawing, report or calculation was developed.

#### **14) Insurance**

MEYER agrees to maintain the following insurance:

- (i) Commercial General Liability with policy limits of \$5 million per occurrence.
- (ii) Workers' Compensation in accordance with statutory requirements of the state where Meyer's manufacturing facility is located and Employers' Liability with policy limits of \$1 million.
- (iii) Automobile Liability Insurance with policy limits of \$5 million per occurrence covering owned, non-owned and hired vehicles.

A certificate of insurance evidencing the above coverage will be furnished upon request.

#### **15) Miscellaneous**

All typographical or clerical errors made by MEYER in any quotation, acknowledgment or publication are subject to correction. The validity, construction and interpretation of these Terms and Conditions, all orders and transactions to which these Terms and Conditions apply, the sale of the goods or materials by MEYER to Buyer, the rights and duties of the parties with respect to such sale, the relationship between MEYER and Buyer, and any disputes arising out of the foregoing shall be governed by and construed under the laws of the State of Tennessee, U.S.A. without regard to its conflicts of law rules and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Any dispute between MEYER and Buyer shall be heard exclusively in the state or federal courts located in Shelby County, Tennessee, and Buyer specifically consents to the jurisdiction and venue of such courts. MEYER AND BUYER HEREBY IRREVOCABLY WAIVE THEIR RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE PRODUCTS OR THE TRANSACTIONS GOVERNED BY THESE TERMS AND CONDITIONS.

These terms and conditions supersede all other communications, negotiations and prior oral or written statements regarding the subject matter of these terms and conditions. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any failure or delay on the part of either MEYER or Buyer to exercise any right, power, privilege or remedy herein shall not constitute a waiver thereof. If any provision or portion of these terms shall be adjudged invalid or unenforceable for any reason by a court of competent jurisdiction or by operation of any applicable law, that invalidity or unenforceability shall not affect the other provisions of these terms, all of which shall remain in full force and effect. Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of MEYER, and any such assignment, without such consent, shall be void.

## MEYERCLAD PLUS

**MeyerClad Plus** is an industrial high-performance coating that combines high flexibility with high surface hardness, excellent tensile strength, and resistance to extreme weather conditions. This unique two-component 100% solids, pure polyurea system has been formulated to provide excellent corrosion protection, waterproofing and chemical resistance of the finished coating.






**MeyerClad Plus** offers excellent resistance to impact and abrasion and excellent adhesion to a variety of substrates over a wide range of temperatures.

**One of the principle advantages to MeyerClad Plus** over Meyerclad is its relative insensitivity to moisture during processing/application. In the presence of moisture MeyerClad will react with the moisture and subsequently exhibit foaming or blistering which leads to lower density, porosity and poor cosmetic performance. **Meyerclad Plus** has been formulated to make that interaction virtually impossible. **MeyerClad Plus** can be used in extreme conditions, even on substrates saturated with water without blistering or reacting to the moisture.

**MeyerClad Plus** is excellent for long-lasting exterior barrier coatings due to its resistance to weathering and deterioration by oxygen, especially cracking and embrittlement. **Meyerclad Plus** is superior to Meyerclad in this application due to the increased Urea linkages which makes the coating more resistant to hydrolysis which increases longevity of the coating for underground applications. Additionally **Meyerclad Plus** superior formulation offers improved durability and resistance to cracking and wear and tear as seen by the 700 psi improvement in tensile strength as well as a 95% improvement in elongation.

**MeyerClad Plus** in general exhibits similar chemical resistance to that of Meyerclad but the increased urea content gives improved resistance to alkali and petroleum-based chemicals.

**MeyerClad Plus** superior formulation allows application and fast cure even down to -20°F (60 degrees lower than MeyerClad) as well as offering much improved thermal stability at service temperatures up to 350°F.

PROPERTY	DESCRIPTION	MeyerClad Plus	MeyerClad	COMPARISON
Application Temperatures	N/A	-20°F to 150°F	40°F to 150°F	
Curing Time Before Handling	70°F/20°C	4 minutes	8 minutes	
Ultimate Cure	70°F/20°C	2-3 Days	3-6 Days	
Solids Content		100%	100%	Equivalent
Coverage at 16 mils	N/A	100 ft2/US gal	100 ft2/US gal	Equivalent
Tensile <sup>1</sup>	ASTM D638	> 4200 psi	>3500 psi	
Elongation <sup>1</sup>	ASTM D638	>550 %	>30 %	
Impact Resistance <sup>2</sup>	ASTM D2794	>320 inch lbs	>320 inch lbs	Equivalent

<sup>1</sup>Specimens for physical properties testing were prepared by molding

<sup>2</sup>Impact tester had a maximum force of 320 inch-pounds limit



# MEYER

UTILITY STRUCTURES

Our Reputation for Innovation is  
Deeper Than Ever



MEYERCLAD

We Engineer Innovation  
Into Our Solutions  
Above and Below Grade

MeyerClad™ Offers  
Superior Protection Against

Abrasion  
UV Exposure  
Chemicals  
Soil Acidity  
Stray Currents  
Water

MeyerClad™ is an industrial abrasion-resistant spray coating designed for use on critical surfaces requiring hardness up to 70 Shore D. It also provides excellent chemical and moisture resistance. It is a two-component 100% solids, no VOCs specialized polyurea hybrid formulation delivering excellent adhesion and optimal curing in very cold or hot climates. It may be used directly on clean primed metals and other materials.

Solvents in any protective coating can evaporate to the atmosphere leaving fisheyes and pinholes in the coating. These small openings can potentially allow moisture and other contaminants to reach the substrate (i.e. the galvanized surface). MeyerClad™ has been tested relative to previous polyurethane coatings and results show significantly less solvents (Volatile Organic Compounds or "VOCs"). In fact, the VOC content is less than 0.01% which defines MeyerClad™ as 100% solids content.

MeyerClad™ is a dielectric (non-conductive) product, so there is no potential reaction with the earth's elements. Due to its dielectric properties, it performs equally as well to resist all forms of corrosive elements that may be present underground. MeyerClad™ is non-sacrificial and serves to insulate the tubular steel pole from corrosive elements including salt water and salt spray, and the 100% solids characteristic helps to ensure a complete barrier is formed for protection.

Coatings previous to MeyerClad™ were entirely made from polyurethane and the natural chemical properties of polyurethane make it an excellent barrier coating for underground use. However, polyurethanes are aromatic compounds and their natural chemical properties have a more narrow application window. Simply put, polyurethane coatings can be difficult to apply appropriately in varying environmental conditions. MeyerClad™ is a hybrid blend of 1/3 polyurethane and 2/3 polyurea. The introduction of the polyurea as part of the MeyerClad™ coating system widens this environmental application window significantly and allows the application of a more consistent coating. In addition, the polyurea component is an aliphatic compound that provides measurable UV resistance well beyond what previous polyurethane aromatic coatings have to offer. Accelerated UV aging tests over an extended period of time are ongoing to quantify the significance of the improvement in UV resistance.

Please contact us for specific substrate application procedures, equipment, safety gear and clean-up solvents. Refer to MSDS for material and safety standard procedures. MeyerClad™ is also available as a touch-up kit.

PROPERTY	DESCRIPTION	MeyerClad™	Previous Meyer Coatings	COMPARISON <sup>1</sup>
Application Temperatures	N/A	40°F to 150°F	40°F to 150°F	Equivalent
Initial Setting Time	@70°F/20°C	4 minutes	5 min (Fast Set), 60-90 min (Slow Set)	BETTER
Curing Time Before Handling	@70°F/20°C	8 minutes	10-20 min (Fast Set), 2-3 hrs (Slow Set)	BETTER
Ultimate Cure	@70°F/20°C	3-6 Days	5-7 days	BETTER
Recoat Time	@70°F/20°C	Up to 90 minutes	<45 min (Fast Set), 6-8 hrs (Slow Set)	BETTER
Solids Content	ASTM D-1259	100%	95-99% (Fast Set), 80% (Slow Set)	BETTER
Volatile Organic Compounds	ASTM D-2369	<0.01%	< 10-60 grams/litre	BETTER
Theoretical Coverage	N/A	1604 ft <sup>2</sup> /US gal/mil	1590 ft <sup>2</sup> /US gal/mil (Fast) 1280 ft <sup>2</sup> /US gal/mil (Slow)	Equivalent
Adhesion to Steel	ASTM D-4541	Greater than 2000 psi	Greater than 1500 psi	BETTER
Hardness	ASTM D-2240 (Shore D)	70	70	Equivalent
Flexibility	ASTM D-522 (20 mils)	180° over 1" mandrel (25 mils)	180° over 3" mandrel (20 mils)	BETTER
Abrasion Resistance	Taber C518, ASTM D-4060	22 mg/1k cycles	80 +/- 10mg loss	BETTER
Impact Resistance	ASTM D-2794	>350 in. lbs	40 - 60 in. lbs	BETTER

<sup>1</sup>Compared to previous coatings from Meyer

<sup>2</sup>Average lab testing strength was 30% higher pull-off strength

The information provided herein is presented in good faith but is not intended to be used for contract specifications. Please contact your Meyer representative for more information.

## MEYER

### UTILITY STRUCTURES

Meyer Utility Structures, LLC  
6750 Lenox Center Court, Suite 400  
Memphis, TN 38115



## CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Ben Patterson Date: 8-17-23

Department: Electric

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

\*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>Meyer Utility Structures</u>	\$ <u>88,683</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? Weathered Steel Poles
2. What is the total cost of the item or service? 88,683
3. How many do you need? 10
4. Item or Service is:  New    Used    Replacement    Annual Request
5. Vendor Name (Lowest Quote): Click or tap here to enter text.
6. Vendor Number: Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: [www.FairhopeAL.gov](http://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? \$200,000
3. Budget code: 59500

Email completed form with quotes and other supporting documentation to  
[Erin.Wolfe@FairhopeAL.gov](mailto:Erin.Wolfe@FairhopeAL.gov) and [Rhonda.Cunningham@FairhopeAL.gov](mailto:Rhonda.Cunningham@FairhopeAL.gov).

Leland,

I verified that our quote does include our patented MeyerClad product. It is far superior to Corrocote, which we used in the past. Corrocote has solvents, which create microscope pinholes in the coating and cause it to peel and flake from the inside out. MeyerClad has no solvents and is essentially a solid, but pliable, product. We have had no customer complaints about MeyerClad in the nearly 10 years we have used it. Attached is a brochure and/or I would be happy to get on a call with you to describe it's 2 part components of polyurethane and polyurea (UV agent).

Please let me know how I can help.

**Kristi Brown**

Market Development Manager  
Meyer Utility Structures, LLC  
6750 Lenox Center Court, Suite 400 /  
Memphis, TN 38115  
(713) 858-3022  
/ [Kristi.Brown@arcosa.com](mailto:Kristi.Brown@arcosa.com)

[www.arcosa.com](http://www.arcosa.com)

**RESOLUTION NO. \_\_\_\_\_**

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

[1] That the City of Fairhope approves the procurement of a New Replacement Roof for the Quail Creek Maintenance Barn from Roof Doctors with a not-to-exceed amount of \$49,000.00.

[2] Three (3) quotes were obtained for this procurement and Roof Doctors provided the lowest quote.

ADOPTED ON THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 8/17/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of New Replacement Roof for Quail Creek Maintenance Barn

Project Location: Quail Creek Golf Course

Presented to City Council: 8/28/2023

Resolution # :  
Approved \_\_\_\_\_

Funding Request Sponsor: George Ladd, Assistant Public Works Director  
Richard Johnson, Public Works Director

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 49,000.00 Not-to-Exceed Amount

*AUG 18 28 PM 3:45 JAW*

Vendor: Roof Doctor of Alabama (Vendor #248)

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  Manna-34  Plan/Zone-12  Adult Rec-30

Project will be:

Expensed XXX   
Capitalized \_\_\_\_\_   
Inventoried \_\_\_\_\_

Funding Source:

Operating Expenses XXX   
Budgeted Capital \_\_\_\_\_   
Unfunded \_\_\_\_\_

Expense Code: 001500-50360  
G/L Acct Name: General Maintenance

\_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local

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

Over (Under) budget amount: \$ 49,000.00

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

This request is to approve the procurement of new replacement roof for the Quail Creek Maintenance Barn in the not-to-exceed amount of \$49,000.00.

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? N/A

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/17/2023

Purchasing Memo Date: 8/17/2023

Delivered To Date: 8/18/2023

Request Approved Date: 8/18/2023

Request Approved Date: 8/18/2023

Approved Date: 8/18/2023

Signatures: Suzanne Doughty  
Suzanne Doughty

Kim Creech  
Kim Creech

Sherry Sullivan  
Mayor Sherry Sullivan



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

From:   
Erin Wolfe, Purchasing Manager

Date: August 17, 2023

Re: **Green Sheet and City Council Approval of Procurement of New Replacement Roof for the Quail Creek Maintenance Barn**

The Assistant Director of Public Works, George Ladd, is requesting procurement of a new replacement roof for the Quail Creek Maintenance Barn.

Three (3) quotes were obtained for this procurement and Roof Doctors provided the lowest quote of Forty-Nine Thousand Dollars (\$49,000.00).

### NOTES:

See Attached Vendor Proposal for Details.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for a new replacement roof for the Quail Creek Maintenance Barn for \$49,000.00.**

CC file, George Ladd, Richard Johnson, Clint Steadham

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

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



805 River Route • Magnolia Springs, Alabama 36555 • (251) 233-8682 • (251) 943-8682 • Residential & Commercial Roofing

PROPOSAL SUBMITTED TO <b>City of Fairhope</b>		PHONE	DATE <b>08/11/2023</b>
STREET		JOB NAME <b>Golf Maintenance Building</b>	
CITY, STATE AND ZIP CODE		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

**We hereby submit specifications and estimates for:**

- Remove existing metal & skylights
- Repair damaged insulation
- Install 26 gauge R-panel (Galvalume)
- Install continuous ridge vent on entire building
- Clean & haul away all job related materials
- Includes 25 year material warranty
- Includes 2 year workmanship warranty

**We Propose** hereby to furnish material and labor, complete in accordance with above specifications, for  
MAKE CHECKS PAYABLE TO ROOF DOCTOR OF ALABAMA, INC.

the sum of: \_\_\_\_\_ dollars (\$ 49,000.00 ).

Payment to be made as follows: Upon Completion All payments are expected to be made no later than 10 days after invoice. Payment options are check or credit cards.

All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature Lance Carbery  
 Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature \_\_\_\_\_

Signature \_\_\_\_\_





# CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: George Ladd

Date: 8/17/23

Department: Public Works

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

\*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>Roof Doctor</u>	<u>\$ 49,000.00</u>
2. <u>Finishing Solutions</u>	<u>\$ 61,000.00</u>
3. <u>F&amp;H General Contracting</u>	<u>\$ 53,000.00</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? New Replacement roof for the Quail Creek Maintenance Barn
2. What is the total cost of the item or service? \$49,000.00
3. How many do you need? One
4. Item or Service Is:  New     Used     Replacement     Annual Request
5. Vendor Name (Lowest Quote): **Roof Doctor**
6. Vendor Number: **248**

If you do not have a Vendor Number, please go to the City of Fairhope page: [www.FairhopeAL.gov](http://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? Click or tap here to enter text.
3. Budget code: 001550-50360

Email completed form with quotes and other supporting documentation to  
[Erin.Woife@FairhopeAL.gov](mailto:Erin.Woife@FairhopeAL.gov) and [Rhonda.Cunningham@FairhopeAL.gov](mailto:Rhonda.Cunningham@FairhopeAL.gov).



orangebeachroofs.com  
roofbama.com

**Commercial Roofing GC License # 48603**

***Master Elite DURO-LAST Installers***

*1001 Morgan Park Drive Pelham, AL*

*13555 Sandy Key Drive Pensacola, FL*

*(205)733-1702*

August 17, 2023

City of Fairhope

Golf Maintenance Buildings

The following price is to prepare for and repair your roof. Our quote consists of the following:

**A. Scope of Work for metal**

1. Pull permits from City of Fairhope
2. Contractor shall prepare the existing roofing system for the 26 gauge R panel .Color to be galvalume
3. Remove existing metal and underlayment and dispose offsite
4. Inspect and repair insulation where needed.
5. Remail decking to bring to current code.
6. Install 26 Gauge R -Panel
7. Install drip edge around perimeter of building
8. Clean up all debris. Issuance of 30 year Clear Acrylic Galvalume Plus with 2 year labor warranty

Our total price, including all Labor, Equipment, Material, and Supervision, is:

**Golf Cart Building Total Cost = \$32,000.00**

**Golf Maintenance Building Total Cost = \$61,000.00**

This price is based on the following:

- Any HVAC work will be owners responsibility
- Damaged wood nailers will be replaced at \$6.00 per ft of 2x6



14629 Longview Dr Loxley AL 36551 · (251) 751-0867 · (251) 979-3091 · Residential & Commercial Roofing

PROPOSAL SUBMITTED TO City of Fairhope	Contact George Ladd	DATE: 8/13/2023
Job Name: Golf Maintenance Building	Phone: 251-928-8003	
Job Address: Fairhope, AL 36532	Email: george.ladd@fairhopeal.gov	
<p>We hereby submit specifications and estimates for:</p> <p><b>R-panel 26ga Galvalume 36" coverage:</b>          Remove existing Roof.          Remove existing skylights.          Remove and replace damaged insulation          Install 26ga R-panel with 36" coverage          Install Ridge vent          Remove all job-related debris.          1-year workmanship warranty          25 Year Galvalume Material Warranty</p>		
<p>We Propose Hereby to furnish material and labor, complete in accordance with above specifications, for          MAKE CHECKS PAYABLE TO F &amp; H GENERAL CONTRACTING LLC</p> <p>The sum of: <u>Fifty three thousand dollars</u> (5,3000 )</p> <p>Payment to be made as follows: <del>Material cost upfront, check or cash. The remainder is due upon completion.</del></p>		
<p>All Material is guaranteed to be as specified. All work is to be completed in a Work like manner according to standard practice. Any alterations or deviation from the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, or other necessary insurance.</p> <p>Authorized Signature _____ Note: This proposal may be withdrawn by us if not accepted within _____ days</p>		
<p><b>Acceptance of Proposal</b> - the above prices, notifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.</p> <p>Date: _____ Signature: _____ Signature: _____</p>		
<p><b>FORTIFIED HOME CERTIFICATE</b>          FORTIFIED Roof (formerly FORTIFIED Bronze) helps homes better withstand severe weather by keeping the roof on and keeping water out. Based on years of research, FORTIFIED Roof protects against wind and wind-driven rain by:</p> <ul style="list-style-type: none"> <li>• Improving roof sheathing attachment</li> <li>• Providing a sealed roof deck</li> <li>• Reducing chances of attic ventilation system failure (roof vents and gable end wall vents)</li> </ul>		<p><b>FORTIFIED CERTIFICATE COST</b>          The cost differences for fortified estimates range between \$700 and \$1,700. This excludes the cost of the third-party evaluator required on each project, which typically ranges between \$500 and \$600.</p>
<p>Fortified Certificate Requested by customer - <u>Yes/No</u> If yes what standard _____</p> <p>Customer signature: _____ Date: _____</p>		

**RESOLUTION NO. \_\_\_\_\_**

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

[1] That the City of Fairhope approves the procurement of an Aruba Replacement Core Switch to replace failed hardware with a not-to-exceed amount of \$23,711.00.

[2] Failed switch located in Dispatch and all traffic from the City goes through this switch.

[3] Purchase is through National Cooperative Purchasing Alliance (NCPA) Contract #01-145 and does not have to be let out for bid.

ADOPTED ON THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 8/17/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of an Aruba Replacement Core Switch

Project Location: Dispatch

Presented to City Council: 8/28/2023

Resolution # :  
Approved \_\_\_\_\_

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 23,711.00 Not to Exceed Amount

*AUG 30 '23 #23145 jaw*

Vendor: Howard Technology Solutions (Vendor #23358)

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-18**   
Fleet-46  Golf-50  Golf Grounds-55  Museum-27  NonDeptFac-75  Debt Service-85  Manna-34  Plan/Zone-12  Adult Rec-30

Project will be:

Expensed XXX   
Capitalized \_\_\_\_\_   
Inventories \_\_\_\_\_

Funding Source:

Operating Expenses XXX   
Budgeted Capital \_\_\_\_\_   
Unfunded \_\_\_\_\_

Expense Code: 001160-50300  
G/L Acct Name: Computer Expense

\_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local

Project Budgeted: \$ 23,711.00  
Balance Sheet Item-  
Included in projected  
cash flow

Over (Under) budget amount: \$ -

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

Approve the Procurement of an Aruba Replacement Core Switch in the amount of \$23,711.00. The failed switch is located in Dispatch and all traffic from the City goes through this switch. Purchase will be through NCPA (National Cooperative Purchasing Alliance) Contract #01-145 and does not have to be let out for bid.

City Council Prior Approval/Date? N/A

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/16/2023

Purchasing Memo Date: 8/16/2023

Delivered To Date: 8/18/2023

Request Approved Date: 8/17/2023

Request Approved Date: 8/18/2023

Approved Date: 8/18/2023

Signatures: Suzanne Doughty  
Suzanne Doughty

Kim Creech  
Kim Creech

Sherry Sullivan  
Mayor Sherry Sullivan



MEMO

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

Sherry Sullivan  
Mayor

From: Erin Wolfe, Purchasing Manager

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

Date: August 16, 2023

Re: **City Council Approval for Procurement of an Aruba Replacement Core Switch**

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

The I.T. Director, Jeff Montgomery, requests approval for the procurement of an Aruba replacement core switch to replace failed hardware. The core switch is located in Dispatch and all traffic from the City goes through this switch. The cost for this purchase from Howard Technology Solutions is Twenty-Three Thousand Seven Hundred Eleven Dollars (\$23,711.00) and includes:

- Aruba Networking CX 6200F 48G Class4 PoE 45FP+ 740W Switch \$4,556.00)
- Aruba 6300M 24p SFP+ LRM Support and 2p 50G and 2p 25G MACsec Switch \$9,079.00
- Aruba X371 Power Supply (Qty 2) \$278.00 each
- Aruba Central Foundation – Subscription License (3 Years) 1 switch (24 ports) \$398.00
- Aruba Central Foundation – Subscription License (3 Years) 1 switch (48 ports) \$630.00
- Aruba SFP (mini-GBIC) transceiver module – GigE – 1000BaseLX – LC (Qty 4) \$285.00 each
- Aruba SFP+ transceiver module – 10 GigE – 10GBase-LR – SFP+ (Qty 4) \$1,553.00 each
- Aruba SFP+ transceiver module – 10 GigE – 10GBase-SR – SFP+ (Qty 2) \$570.00 each

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

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 this procurement of an Aruba Replacement Core Switch for \$23,711.00.**

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

CC: Jeff Montgomery, Clint Steadham

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

<b>Quote No:</b>	PL3 1319315.00	<b>Quote Date:</b>	August 09, 2023
<b>Customer Name:</b>	Jeff Montgomery	<b>Phone Number:</b>	2519900135
<b>Company Name:</b>	Fairhope, AL - City	<b>Fax Number:</b>	2519900125
<b>Quote Name:</b>	Aruba Switches		

### Item 1

Category	Description	Qty.	Unit Price	Ext. Price
<b>System Type:</b>	<b>Accessories</b>			
1:	HPE Aruba Networking CX 6200F 48G Class4 PoE 4SFP+ 740W Switch - Switch - Max. Stacking Distance 10 kms - L3 - managed - 48 x 10/100/1000 (PoE+) + 4 x 1 Gigabit / 10 Gigabit SFP+ (uplink) - front and side to back - rack-mountable - PoE+ (740 W) - BTO MPN: JL728B#ABA Contract(s): NCPA 01-145	1	\$4,556.00	\$4,556.00
2:	HPE Aruba 6300M 24p SFP+ LRM support and 2p 50G and 2p 25G MACsec Switch - Switch - L3 - managed - 24 x 1 Gigabit / 10 Gigabit SFP+ + 2 x 1 Gigabit / 10 Gigabit / 25 Gigabit / 50 Gigabit SFP56 (uplink / stacking) + 2 x 1 Gigabit / 10 Gigabit / 25 Gigabit SFP - front and side to back - rack-mountable MPN: R8S92A Contract(s): NCPA 01-145	1	\$9,079.00	\$9,079.00
3:	HPE Aruba X371 - Power supply - hot-plug / redundant - AC 100-240 V - 250 Watt - United States - for HPE Aruba 2930M 24, 2930M 48, 3810, 3810M 16, 3810M 24, 3810M 48, 6200F 12, 6300M 24 MPN: JL085A#ABA Contract(s): NCPA 01-145	2	\$278.00	\$556.00
4:	HPE Aruba Central Foundation - Subscription license (3 years) - 1 switch (24 ports) - hosted - ESD - for HPE Aruba 2930F 12, 2930F 48, 2930F 8G, 2930M 24, 2930M 40, 2930M 48, 6200F 24, 6200F 48 MPN: Q9Y74AAE Contract(s): NCPA 01-145	1	\$398.00	\$398.00
5:	HPE Aruba Central Foundation - Subscription license (3 years) - 1 switch (48 ports) - hosted - ESD - for HPE Aruba 3810M 16SFP+, 3810M 24G, 3810M 24SFP+, 3810M 40G, 3810M 48G, 6300F, 6300M MPN: Q9Y79AAE Contract(s): NCPA 01-145	1	\$630.00	\$630.00
6:	HPE Aruba - SFP (mini-GBIC) transceiver module - GigE - 1000Base-LX - LC single-mode - up to 6.2 miles - for HPE Aruba 6200F 12, 6200M 24; CX 8360; Instant On 1430 16, 1430 26, 1430 5G, 1430 8G MPN: J4859D Contract(s): NCPA 01-145	4	\$285.00	\$1,140.00
7:	HPE Aruba - SFP+ transceiver module - 10 GigE - 10GBase-LR - SFP+ / LC single-mode - up to 8.2 miles - for HPE Aruba 2930M 40, 6200F 12, 6200M 24, 6300, 6405 96, 64XX; CX 8360; Instant On 1930 48 MPN: J9151E Contract(s): NCPA 01-145	4	\$1,553.00	\$6,212.00
8:	HPE Aruba - SFP+ transceiver module - 10 GigE - 10GBase-SR - SFP+ / LC multi-mode - up to 984 ft - for HPE Aruba 2930M 40, 6200F 12, 6200M 24, 6300, 6405 96, 64XX; CX 8360; Instant On 1930 48 MPN: J9150D Contract(s): NCPA 01-145	2	\$570.00	\$1,140.00

<b>Sub-Total:</b>	<b>\$23,711.00</b>
<b>Shipping &amp; Handling :</b>	<b>Included</b>
<b>Taxes:</b>	<b>Tax Exempt</b>
<b>Total for Item 1:</b>	<b>\$23,711.00</b>

This quote will expire September 08, 2023.  
To expedite your order, please include your quote number with your Purchase Order.

**Total for all pre-configured items**

Sub-Total:	\$23,711.00
Shipping & Handling :	Included
Taxes:	Tax Exempt
Total:	\$23,711.00

**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](mailto: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.





# CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 8/14/23

Department: IT

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational <b>NON</b> -Budgeted	Three	Treasurer/Mayor	<b>N/A</b>	<b>N/A</b>
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational <b>NON</b> -Budgeted	Three	Council	<b>Required</b>	<b>Required</b>
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	<b>N/A</b>	<b>N/A</b>
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	<b>N/A</b>	<b>N/A</b>
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	<b>Required</b>	<b>Required</b>
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	<b>Required</b>	<b>Required</b>

\*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>Howard Technologies</u>	\$ <u>23,711.00</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    NCPA 01-45  
 Sole Source (Attach Sole Source Justification)

### ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Replacement core switch
2. What is the total cost of the item or service? 23,711.00
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is:  New     Used     Replacement     Annual Request
5. Vendor Name (Lowest Quote): **Howard Technologies**
6. Vendor Number: **23358**

If you do not have a Vendor Number, please go to the City of Fairhope page: [www.FairhopeAL.gov](http://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? Break/Fix Budget in 001160-50300
3. Budget code: 001160-50300

*Email completed form with quotes and other supporting documentation to  
[Erin.Wolfe@FairhopeAL.gov](mailto:Erin.Wolfe@FairhopeAL.gov) and [Rhonda.Cunningham@FairhopeAL.gov](mailto:Rhonda.Cunningham@FairhopeAL.gov).*

RESOLUTION NO. \_\_\_\_\_

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

[1] That the City of Fairhope approves the procurement of 21,000 feet of 2” Drisplex SDR11 PE2708 6500 Gas Pipe from General Utility Pipe & Supply with a not-to-exceed amount of \$23,100.00.

[2] Three (3) quotes received and lowest quote from General Utility Pipe & Supply.

[3] Pipe is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51(b)(7).

ADOPTED ON THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 8/17/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of (21,000 feet) of 2" Drisplex Gas Pipe

Project Location: Gas Dept (City-wide)

Presented to City Council: 8/28/2023

Resolution #: APR 18 '23 #2305 *SW*

Approved \_\_\_\_\_

Funding Request Sponsor: Wes Boyett, Interim Gas Superintendent

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:

Cost: \$ 23,100.00 (plus freight TBD)

Vendor: General Utilities Pipe & Supply (Vendor #22481)

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  Manna-34  Plan/Zone-12  Adult Rec-30

Project will be:

Expensed \_\_\_\_\_   
Capitalized \_\_\_\_\_   
Inventoried XXX

Funding Source:

Operating Expenses XXX   
Budgeted Capital \_\_\_\_\_   
Unfunded \_\_\_\_\_

Expense Code 002-14015  
G/L Acct Name: Gas - Inventory

\_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local

Project Budgeted: \$ 23,100.00  
Balance Sheet Item-  
Included in projected  
cash flow

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

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Approve the Procurement of 21,000 feet of 2" Drisplex Gas Pipe in the amount of \$23,100.00 plus cost of freight for Gas Dept. Inventory.

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? N/A

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/16/2023

Purchasing Memo Date: 8/16/2023

Delivered To Date: 8/18/2023

Request Approved Date: 8/17/2023

Request Approved Date: 8/18/2023

Approval Date: 8/18/2023

Signatures: *Suzanne Doughty*  
Suzanne Doughty

*Kim Creech*  
Kim Creech

*Sherry Sullivan*  
Mayor Sherry Sullivan



MEMO

To: Suzanne Doughty, Senior Accountant  
Kimberly Creech, Treasurer

Sherry Sullivan  
Mayor

From: Erin Wolfe, Purchasing Manager

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

Date: August 17, 2023

Lisa A. Hanks, MMC  
City Clerk

Re: Green Sheet and City Council Approval of Procurement of 2" Drisplex Gas Pipe

Kimberly Creech  
Treasurer

The Interim Superintendent for the Gas Department, Wes Boyett, is requesting procurement of 21,000 feet of 2" Drisplex SDR11 PE2708 6500 Gas Pipe.

Three quotes were received and the lowest quote was from General Utility Pipe & Supply for One Dollar and Ten Cents (\$1.10) per foot, or Twenty-Three Thousand One Hundred Dollars (\$23,100.00).

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

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

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement for 2" Drisplex Gas Pipe for \$23,100 plus the cost of freight.**

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

CC file, Wes Boyett, Clint Steadham

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

# City Of Fairhope

555 S. Section Street Fairhope, AL 36532 P.O. Box 425

VENDOR GENERAL UTILITY PIPE & SUPPLY

Department: Gas

Requisition #	
Date	8/8/23

ITEM DESCRIPTION	ETA	QTY (BX/CS)	EACH	TOTAL
#965 2" Driscopex SDR11 PE2708 6500 Gas Pipe 500 Each	1 WEEK	21,000	1.10	23,100.00
<b>FREIGHT</b>			0.00	
<b>TOTAL QUOTE</b>				<b>\$ 23,100.00</b>

Date Needed: Monday 8/14/23

Price Good Until:

Quote furnished by: KENNY CREEK



# CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Wes Boyett

Date: August 17, 2023

Department: Gas

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

\*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>General utility pipe and supply</u>	\$ <u>23,100</u>
2. <u>Port city pipe</u>	\$ <u>23,520</u>
3. <u>Consolidated pipe and supply</u>	\$ <u>24,570</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? 2" Drisplex SDR11 PE2708 6500 Gas Pipe
2. What is the total cost of the item or service? \$23,100 plus Feight
3. How many do you need? 21,000 feet
4. Item or Service Is:  New    Used    Replacement    Annual Request
5. Vendor Name (Lowest Quote): General Utility pipe and supply
6. Vendor Number: 22481

If you do not have a Vendor Number, please go to the City of Fairhope page: [www.FairhopeAL.gov](http://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? Click or tap here to enter text.
3. Budget code: Click or tap here to enter text.

*Email completed form with quotes and other supporting documentation to  
[Erin.Wolfe@FairhopeAL.gov](mailto:Erin.Wolfe@FairhopeAL.gov) and [Rhonda.Cunningham@FairhopeAL.gov](mailto:Rhonda.Cunningham@FairhopeAL.gov).*

**PORT CITY PIPE, INC.**  
P.O. BOX 850356 36685  
921 DYKES ROAD SOUTH 36608  
MOBILE, AL 36608  
US

Voice: 251-633-6921  
Fax: 251-607-0358

# QUOTATION

Quote Number: 08082023-DCS-5  
Quote Date: Aug 8, 2023  
Page: 1

<b>Quoted To:</b>
FAIRHOPE GAS DEPT, CITY OF P.O. BOX 429 FAIRHOPE, AL 36532

Customer ID	Good Thru	Payment Terms	Sales Rep
FAIRHOPE GAS DEPT	8/15/23	Net 30 Days	CORY

Quantity	Item	Description	Unit Price	Amount
21,000.00	GP-2-2406-500	2 IPS GAS TUBE PE 2708 X 500 FT ROLL	1.12	23,520.00
1.00	FR-FOB-DELIVERED	FOB DELIVERED; DELIVERED PRICES BASED ON THESE QUANTITIES		
1.00		****INSTOCK AS OF TODAY ****		
			<b>Subtotal</b>	<b>23,520.00</b>
			<b>Sales Tax</b>	
			<b>TOTAL</b>	<b>23,520.00</b>

CONSOLIDATED PIPE AND SUPPLY CO., INC.  
CUSTOMER QUOTE

4180 Hall Mill Road  
PO Box 191057  
Mobile AL 36693  
0029 - MICHA LAMBERT  
Office 251-666-6691  
WATS 800-699-6691  
Fax 251-666-5311

Quote Nbr: 361114 000  
Quote Date: 8/08/2023  
Job: 2" GAS PIPE  
Engineer: FAIRHOPE  
Bid Date: 8/08/2023

Page 1

350133 - FAIRHOPE CITY OF  
WATER & SEWER  
P O BOX 429  
FAIRHOPE AL 36533

Good Until: 9/08/2023  
To: MICHA  
Email: MICHA.LAMBERT@CPSPIPE.COM

Qty	Size/Wall/Description	Price	Extended Price
21000.0	2 DRISPLX SDR11 PE2708 6500 GAS PIPE 500	1.17 FT	24,570.00
Total:			24,570.00



**RESOLUTION NO. \_\_\_\_\_**

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

[1] That the City of Fairhope approves the procurement of Professional Services from Artist, Hannah Legg, for the Mural Display at Arts Alley for a not-to-exceed amount of \$21,000.00; and authorizes Mayor Sherry Sullivan to execute Mural Project Agreement.

[2] AMEA funds of \$10,000.00 will be used towards this project.

ADOPTED ON THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



MEMO

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

Sherry Sullivan  
Mayor

From: \_\_\_\_\_  
Erin Wolfe, Purchasing Manager

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

Date: August 16, 2023

Lisa A. Hanks, MMC  
City Clerk

Re: **Green Sheet and City Council Approval of Procurement of Professional Services from Artist, Hannah Legg, for the Mural Display at Arts Alley.**

Kimberly Creech  
Treasurer

The Director of Community Affairs, Paige Crawford, is requesting approval for the procurement of professional services from Artist, Hannah Legg, for the mural display at Arts Alley.

Attached is the Updated Price Estimate of Twenty-One Thousand Dollars (\$21,000.00), which includes a design for The Tower and a Fairhope Photo Op design.

This professional service is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(3) Contracts for which competitive bidding not required, which states:

*"Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, **artists**, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part."*

AMEA funds of Ten Thousand Dollars (\$10,000.00) will be used towards this project and the remaining funds would come from the Economic and Community Development budget.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve the procurement of professional services from Artist, Hannah Legg, for the Mural Display at Arts Alley for a not-to-exceed cost of \$21,000.00.**

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

CC file, Paige Crawford, Clint Steadham

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

City of Fairhope  
Project Funding Request

Issuing Date: 8/17/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of Professional Services for Mural Display at Arts Alley

Project Location: Arts Alley

Presented to City Council: 8/28/2023

Resolution # :  
Approved \_\_\_\_\_

Funding Request Sponsor: Paige Crawford, Director of Community Affairs

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:

Cost: \$ 21,000.00 Not-to-Exceed Amount

Vendor: Hannah Legg (Vendor #TBD)

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  Manne-34  Plan/Zone-12  Adult Rec-30

Project will be:

Expensed XXX   
Capitalized \_\_\_\_\_   
Inventoried \_\_\_\_\_

Funding Source:

Operating Expenses XXX   
Budgeted Capital \_\_\_\_\_   
Unfunded \_\_\_\_\_

Expense Code: 001240-50290

G/L Acct Name: Professional Services

\_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local  
10,000.00 AMEA Funds

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

Over (Under) budget amount: \$ 21,000.00

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Approve the Procurement of Professional Services from Artist, Hannah Legg, for the Mural Display at Arts Alley for the not-to-exceed amount of \$21,000. AMEA funds of \$10,000 will be used towards this project. Authorize Mayor to execute Mural Project Agreement.

Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? N/A

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/16/2023

Purchasing Memo Date: 8/16/2023

Delivered To Date: 8/18/2023

Request Approved Date: 8/17/2023

Request Approved Date: 8/18/2023

Approved Date: 8/18/2023

Signatures:

Suzanne Doughty  
Suzanne Doughty

Kim Creech  
Kim Creech

Sherry Sullivan  
Mayor Sherry Sullivan



**HANNAH LEGG**

illustration • murals • design

**FAIRHOPE ARTS ALLEY:  
THE TOWER MURAL**

- fairhope, alabama -

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**UPDATED PRICE ESTIMATE**

- august, 2023 -

# PROJECT PRICE ESTIMATE FOR THE ARTS ALLEY PROJECT IN FAIRHOPE, MAY 2023

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## THE PROJECT

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I put together the costs for each spot and calculated a total cost estimate for the whole project, as well as a cost per spot (see page two). The price(s) below include the design time, the project supplies, and paying additional help. The prices do not include the cost of renting a lift/scaffolding (as that will be dependent on which order we do the project) sealing the murals with anti-graffiti sealant, or art licensing for merchandise/further use of designs (could make for some fun t-shirt and stickers!) I also have a contract that outlines payment schedules and other obligations which I will update send your way after we have a ball park figure figured out.

## THE DEVELOPMENT PROCESS (FOR EACH SPOT)

---

- Rough digital sketches of the Mural
- Pick 1 sketch and bring it to a more finalized composition
- Finalize Mural Design
- Prep and prime wall
- Project and sketch Mural
- Paint and finalize Mural

## COST INCLUDES (FOR EACH SPOT)

---

- 1-2 Rough sketches of Mural
- 1 final colored sketch of Mural
- Finished Mural
- Primer
- Mural painting supplies

## PRICE ESTIMATE

---

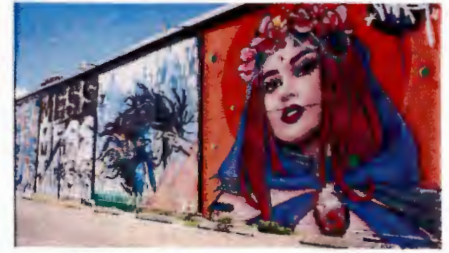
Total: \$21,000

*(Estimate for defined deliverables; any additional work that falls outside of scope of deliverables will incur additional fees; price is based on cost per square foot as well as level of detail)*

Not included in estimate: scissor lift, sealant, design licensing (can be discussed for merch, etc.)

# PROJECT PROPOSAL FOR MASTER JOE'S WALL

The wall is 80+ feet long, so I feel like we could divide it up into four or five sections: I could do the front section that says the "Welcome to Fairhope Arts Alley" and "Parking Available" to make sure we get all the necessary information and and set it all in motion, and we could bring on 3/4 other artists to do the other sections. We could take care of cleaning/priming it, come up with a budget for each section and an overall theme or idea for the whole thing or for each section, and run through a few rounds of revision to make sure it's all cohesive over the next month. We can write up a prompt, give them a window to work, and could add "hide a seahorse" or whatever we decide to hunt to the prompt. The only issue I see would be having multiple scissor lifts or scaffolding down the alley, but we'd have to deal with that regardless of how we do this section. As I said, I have several local artists that I'd like to approach with the idea if you like the sound of it, and I can organize that part of the project. I still need to check their availability, but I wanted to have a more concrete plan before asking anyone to edit their schedules. I have added a few examples of other mural spots like this that reflect what I am thinking (not for subject matter, just for ideas!) If this whole thing seems too complicated, I can come up with some other ideas, but I like that this approach would bring in other artists. Examples from the web:



Some themes/ideas:

- We could do a Mardi Gras "parade" down the wall that would both highlight a very fun time in Fairhope, as well as direct people down towards the parking garage! We could do a continuous parade and each artist could do their part in their own style.
- Fairhope is definitely known for its florals, so we could do something bright, colorful, and eye-catching that would make a great spot for people to pose in front of! I think this would be an easy prompt, and each artist could do their own take on "Fairhope Florals".
- We could do some large, flowing jellyfish or a large octopus down the side; that would turn some heads for sure! I could also do this one myself, and I think it would go with Master Joe's well! Could wrap its tentacles around the Fairhope clock, some paint brushes, a parking sign, etc...
- Reflecting on a trip I took to the Wynwood Walls in Miami during college, we could also do something large/colorful and geometric; it would definitely stand out downtown, and we could still include some classic Fairhope/artsy elements.
- We could do something agricultural; big ol' veggies, pecans...could be fun!

ex. octopus (from the web)



ex. geometric (from the web)



ex. florals (from the web)





**HANNAH LEGG**

illustration • murals • design

# FAIRHOPE ARTS ALLEY MURAL PROJECT

- fairhope, alabama -

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## MURAL PROJECT AGREEMENT

- august, 2023 -

# MURAL CONTRACT BETWEEN HANNAH LEGG, ARTIST AND -----, CLIENT (CONTINUED)

## DESIGNER: HANNAH LEGG

(hereinafter referred to as "Designer")  
Address: 22187 9th St. Silverhill, AL  
Phone: 251-533-5618  
Email: Hannsnleggsillu@gmail.com  
Website: hannahleggartist.com

## CLIENT: CITY OF FAIRHOPE

(hereinafter referred to as "Client")  
Contact Name: XXX  
Email address: XXX  
Address: XXX  
Phone Number: XXX

### 1. DESCRIPTION OF THE WORK:

Designer agrees to paint 1 exterior mural for CLIENT for XXX Design process includes rough sketches, one round of revisions, and application of the final design. Additional revisions are an added fee at the Designers rate of \$75/hr. Mural installation will take approximately \_\_\_\_ days.

### 2. OBLIGATIONS OF THE DESIGNER AND CLIENT:

- a) Designer shall purchase materials necessary for the creation of the artwork. Client is responsible for cleaning the wall before Designer commences priming.
- b) Designer shall create the artwork, or in certain circumstances oversee the work of a hired sub-contractor/assistant.
- c) Client shall hire and compensate any additional labor services necessary for preparation of the wall.
- d) Client shall secure any building permits necessary for the lawful creation and execution of the work
- e) Any major changes that client requests of Designer, after the third rendition, will result in paying the Designer an additional \$75.00 per hour to create the change or changes.
- f) Any changes Designer deems necessary to enhance the composition or color in the artwork, will be deemed for the good of the painting and at no additional charge to the client.

### 3. START AND COMPLETION DATES:

The Designer shall undertake the creation of the artwork on or before \_\_\_\_\_ and complete the artwork on or by \_\_\_\_\_ 2023.

### 4. ADDITIONAL ARTWORK COMPENSATION:

Any additional artwork done by the Designer shall be negotiated and compensated separately from this agreement.

### 5. FEES AND SCHEDULE OF PAYMENT:

Price of artwork: Total of XXX sq ft for a total of \$XXX

This will include the paint brushes, paint and other materials. Upon execution of this agreement, client shall pay to the Designer:

- a) 25% deposit due upon verbal and or signed agreement (Nonrefundable)
- b) 25% due when project begins
- c) 50% due on day of completion



# MURAL CONTRACT BETWEEN HANNAH LEGG, ARTIST AND -----, CLIENT (CONTINUED)

---

## **DESIGNER ALTERATION**

Colors may appear differently in paint than on screen renderings. Designer is not responsible for such differences. Designs may be altered based on the following factors: wall texture, signage or electrical outlets on the wall, etc. Changes, if necessary, will be made by the Designers' expertise. All paint, fabric, wood, and other materials are subject to change based on market availability and designers are not responsible for differences based on those factors. Differences in on screen render to final mural may be up to 25% different as an approximation.

## **6. USAGE:**

Notwithstanding the assignment of any advertising/promotion rights to the Client, the Designer shall retain all copyrights of the artwork, including all reproduction, display, distribution, and derivative works rights. Client shall not use digital sketches in any capacity. Designer are entitled to use any unselected designs for other projects. Designer is entitled to sign the mural in a discreet area of the wall. Designer is entitled to identify as the creators of the artwork and share on their portfolio, including website and on social media platforms. Client shall not alter, modify, edit, or change the artwork without Designer's prior written consent. No work may be reproduced by Client without the prior written approval of Designer.

## **7. MAINTENANCE OF THE WORK:**

Client shall notify the Designer promptly in the event of the need for any maintenance or restoration services so that the Designer may have a reasonable opportunity to perform such work themselves or to supervise or consult in its performance. Designer shall be compensated at \$75/hour by the Client, for future maintenance and/or restoration services rendered with prior written authorization. In absence of any need for restoration or maintenance, the work shall remain free of alteration by the Client, who shall take reasonable precautions to protect it against damage or destruction by external forces. If the Client chooses to remove or cover the mural from the wall, Designer is not responsible for removal, movement, and/or disposal of the mural. Designer is not liable for any injury or damage resulting from moving, or tampering with the mural.

## **8. WARRANTY:**

The Designer warrants that the completed artwork will be fit and suitable for use and exploitation in the manner (and to the extent/and for the duration) for which it is to be created, but this warranty is conditioned upon the client's compliance with the provisions hereof relating to the installation, maintenance and exploitation.

## **9. TITLE OF OWNERSHIP:**

Title of ownership in the artwork shall pass from the Designer to the client upon the completion of the artwork.

# MURAL CONTRACT BETWEEN HANNAH LEGG, ARTIST AND -----, CLIENT (CONTINUED)

---

## **10. DEATH AND DISABILITY:**

In the event of an incapacitation, illness, or injury of the Designer and a delay arising there from in the execution of the work, the Designer shall notify the client of such delay. In the event of the Designer death, her estate shall retain any payments made therein.

## **11. OTHER DELAY:**

If the execution of the work is delayed by an act or neglect of the Client, by labor disputes, re, unusual transportation delays, or by other external forces or natural calamities outside of Designers' control, the Designer shall be entitled to extend the completion date via verbal, or written notification to the Client, by the time equivalent to the period of such delay. Project timeline may be changed with written consent between both parties and a new timeline must be created before any additional work is continued on the project. If the Client fails to comply with the agreed upon timeline, the project will be pushed back based on the Designer's schedule and Designer has the option to terminate the project.

## **12. TERMINATION**

Designer may terminate this Agreement on three (3) days written notice via e-mail to the Client in the event that Client is in breach with any provision of this Agreement, provided that, during the three day period, the Client fails to cure such breach.

## **WAIVERS**

No waiver of any term or provision of this Agreement will be valid unless such waiver is in writing signed by the party against whom enforcement of the waiver is sought. The waiver of any term or provision of this Agreement will not apply to any subsequent breach of this Agreement.

## **GOVERNING DOCUMENT**

This Agreement constitutes the entire agreement and understanding of Designer and Client with respect to the terms and conditions of the project and supersedes all prior and contemporaneous written or verbal agreements and understandings between Designer and Client relating to such subject matter. This Agreement may only be amended by written instrument signed by Designer and Client.

## **SUCCESSORS AND ASSIGNS**

The provisions of this Agreement will inure to the benefit of, and will be binding upon the Client and its successors and assigns.

## **COUNTERPARTS**

This Agreement may be executed in more than one counterpart, each of which will be deemed an original, but all of which together will constitute but one and the same instrument. An electronic signature, electronic copy thereof, or a photocopy of this Agreement shall have the same force and effect as the original.

# MURAL CONTRACT BETWEEN HANNAH LEGG, ARTIST AND -----, CLIENT (CONTINUED)

---

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on -----.

**DESIGNER** -----

Date -----

Hannah Legg. Hannah Legg. Artist

**CLIENT** -----

Date -----

CLIENT NAME HERE

(Phone: 123-456-7890, Email: emailgoeshere.com)



## CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Paige Crawford

Date: 8/16/23

Department: Economic Development

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

\*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>Hannah Legg</u>	\$ <u>\$21,000.00</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? Professional Service – Mural Artist
  2. What is the total cost of the item or service? \$21,000.00
  3. How many do you need? 1
  4. Item or Service Is:  New     Used     Replacement     Annual Request
  5. Vendor Name (Lowest Quote): Hannah Legg
  6. Vendor Number: Click or tap here to enter text.
- If you do not have a Vendor Number, please go to the City of Fairhope page: [www.FairhopeAL.gov](http://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? Click or tap here to enter text.
3. Budget code: 001240-50575

*Email completed form with quotes and other supporting documentation to  
[Erin.Wolfe@FairhopeAL.gov](mailto:Erin.Wolfe@FairhopeAL.gov) and [Rhonda.Cunningham@FairhopeAL.gov](mailto: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 selection of PFM Financial Advisors LLC for Professional Consulting Services as Financial Advisor with annual retainer for a not-to-exceed amount of \$20,000.00; and hereby authorizes Mayor Sherry Sullivan to execute contract.

[2] City Council determined at the Council Work Session on August 14, 2023 PFM Financial Advisors LLC would be placed on retainer for annual fee of \$20,000.00 and billed quarterly, (\$5,000.00 recorded FY2023, funded by the General Administration Professional Services Budget, and remaining \$15,000.00 will be budgeted in FY2024).

[3] This professional service is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(3) Contracts for which competitive bidding not required.

DULY ADOPTED THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
Project Funding Request

Issuing Date: 8/17/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Selection for Professional Consulting Services for Financial Advisor

Project Location: Treasury

Presented to City Council: 8/28/2023

Funding Request Sponsor: Kim Creech, Treasurer

Resolution #:

Approved \_\_\_\_\_

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:

Cost: \$ 20,000.00 Not-to-Exceed Amount (Annual)

AUG 18 '23 4:45 *JCW*

Vendor: PFM Financial Advisors LLC (Vendor #TBD)

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  Marine-34  Plan/Zone-12  Adult Rec-30

Project will be:

Expensed XXX   
Capitalized \_\_\_\_\_   
Inventoried \_\_\_\_\_

Funding Source:

Operating Expenses XXX   
Budgeted Capital \_\_\_\_\_   
Unfunded \_\_\_\_\_

Expense Code: 001100-50290  
G/L Acct Name: Professional Services

\_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City  
\_\_\_\_\_ Local

Project Budgeted: \$ 20,000.00 (Included in DRAFT FY2024 Budget)  
Balance Sheet Item- Included in projected cash flow

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

Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

This request is to approve the selection of PFM Financial Advisors LLC for Professional Consulting Services for Treasury in the not-to-exceed amount of \$20,000 annually. The vendor presented options for financial consulting services to the City Council during the August 14, 2023, Council Work Session and it was determined that the best option was to put vendor on retainer for an annual fee of \$20,000.00 to be billed quarterly (\$5,000.00 will be recorded during FY2023 which is funded by General Administration Professional Services budget and the remaining \$15,000 will be budgeted in FY2024). Authorize Mayor to execute contract.

Capital Lease: \_\_\_\_\_ - Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? N/A

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/17/2023

Purchasing Memo Date: 8/17/2023

Delivered To Date: 8/18/2023

Request Approved Date: 8/18/2023

Request Approved Date: 8/18/2023

Approved Date: 8/18/2023

Signatures: Suzanne Doughty  
Suzanne Doughty

Kim Creech  
Kim Creech

Sherry Sullivan  
Mayor Sherry Sullivan



**MEMO**

To: Lisa Hanks, City Clerk  
Kim Creech, Treasurer

From: Erin Wolfe, Purchasing Manager

Date: August 17, 2023

Re: RFQ PS23-028 Professional Consulting Services for Financial Advisor

Sherry Sullivan  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

The City Treasurer, Kim Creech, requests approval to procure consulting services for a financial advisor for the City.

PFM Financial Advisors LLC was chosen to perform this professional service.

The Scope of Work as listed in the attached Letter of Engagement shall include:

- Services related to the Plan of Finance recommendation for the City's upcoming water projects.
- Services related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor shall be modified to reflect that process.

The related fees shall be an annual retainer of Twenty Thousand Dollars (\$20,000.00).

This professional service is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(3) Contracts for which competitive bidding not required, which states:

*"Contracts for securing services of attorneys, physicians, architects, teachers, superintendents of construction, artists, appraisers, engineers, consultants, certified public accountants, public accountants, or other individuals possessing a high degree of professional skill where the personality of the individual plays a decisive part."*

**Please compose a Green Sheet and place on the next available City Council Agenda request to approve the selection for Professional Consulting Services for Financial Advisor and to authorize the Mayor to execute a contract with a not-to-exceed amount of \$20,000.00.**

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

251-928-2136 (p)

Cc: file, Kim Creech

**PFM FINANCIAL ADVISORS LLC**  
**AGREEMENT FOR FINANCIAL ADVISORY SERVICES**

This agreement (“Agreement”), made and entered into this \_\_\_ day of August, 2023, by and between The City of Fairhope, AL (“Client”) and PFM Financial Advisors LLC (hereinafter called “PFM”), sets forth the terms and conditions under which PFM shall provide services.

WHEREAS, Client desires to obtain the services of a financial advisor to develop and assist in implementing Client’s strategies to meet its current and long-term operations, financial obligations, capital financing needs and render assistance in respect to debt transactions; and

WHEREAS, PFM is capable of providing the necessary financial advisory services.

NOW, THEREFORE, in consideration of the above-mentioned premises and intending to be legally bound hereby, Client and PFM agree as follows:

**I. SCOPE OF SERVICES**

PFM shall provide, upon request of the Client, services related to financial planning, budget and strategic advice and planning, policy development and services related to debt issuance, as applicable and set forth in Exhibit A to this Agreement. Client acknowledges and agrees that most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Agreement. Services provided by PFM which are not specifically referenced in the scope of services set forth in Exhibit A of this Agreement shall be completed as agreed in writing in advance between the Client and PFM. Upon the request of Client, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the Client may agree to additional services to be provided under a separate writing, including separate scope and compensation, between Client and such affiliate or third party.

**II. WORK SCHEDULE**

The services of PFM are to commence as soon as practicable after the execution of this Agreement and a request by the Client for such service.

**III. REGISTERED MUNICIPAL ADVISOR; REQUIRED DISCLOSURES**

1. PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the



responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM's role as IRMA to Client.

2. MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM's Disclosure Statement delivered to Client prior to or together with this Agreement.

#### **IV. FINANCIAL ADVISORY COMPENSATION; REIMBURSEMENT OF EXPENSES**

For the services provided under this Agreement, PFM's professional fees shall be paid as provided in Exhibit B to this Agreement and Client shall pay expenses and fees for other services not set forth in Exhibit A as provided below.

All fees shall be due to PFM within thirty (30) days of the date of invoice.

##### **1. Reimbursable Expenses**

In addition to fees for services, PFM will be reimbursed for necessary, reasonable, and out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

##### **2. Other Services**

Any services which are not included in the scope of services set forth in Exhibit A of this Agreement will be subject to separate, mutually acceptable fee structures.

#### **V. TERMS AND TERMINATION**

This Agreement shall be effective from August 15, 2023 until July 31, 2024 (the "Initial Term") and shall automatically renew for additional 1 year periods (each a "Renewal Term" and together with the Initial Term, the "Term", unless terminated in writing by either party upon thirty (30) days written notice to the other party.

Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

#### **VI. ASSIGNMENT**

PFM shall not assign or transfer any interest in this Agreement or subcontract any of the work performed under the Agreement without the prior written consent of the Client; provided that PFM retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving PFM's business without any such consent.

## **VII. INFORMATION TO BE FURNISHED TO PFM**

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Agreement (“Data”) shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Agreement and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

## **VIII. NOTICES**

All notices and other communication required under this Agreement shall be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be sent to the parties at the following addresses, or to such other address as a party may furnish to the other party:

**CITY OF FAIRHOPE, AL**  
161 North Section Street  
Fairhope, AL 36532  
Attention: Kim Creech

**PFM FINANCIAL ADVISORS LLC**  
116 Jefferson Street South, Suite 301  
Huntsville, AL 35801  
Attention: Managing Director

## **IX. TITLE TRANSFER**

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Agreement shall be the property of the Client. Subject to the exception described above, upon termination of this Agreement, at Client’s reasonable request no later than three (3) years after the termination of this Agreement, PFM shall deliver to the Client copies of any deliverables pertaining to this Agreement.

## **X. PFM’S REPRESENTATIVES**

### **1. Advisory Team**

The employees of PFM set forth below will provide the services set forth in this Agreement; provided that PFM may, from time to time, supplement or otherwise amend the advisory team members set forth below.

#### **A. Professional Staff**

- Marcie Lewis
- Joshua McCoy
- Brooke Baldwin
- Ricardo Callender

- B. Administrative and Support Staff
  - Greta Englert
- 2. Changes in Advisory Team Requested by the Client

The Client has the right to request, for any reason, that PFM replace any member of the advisory team. Should the Client make such a request, PFM shall promptly suggest a substitute for approval by the Client.

#### **XI. INSURANCE**

PFM shall maintain insurance coverage with policy limits not less than as stated in Exhibit C.

#### **XII. LIMITATION OF LIABILITY**

Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of its obligations or duties, PFM shall have no liability to any party under this Agreement.

#### **XIII. INDEPENDENT CONTRACTOR; NO THIRD-PARTY BENEFICIARY**

PFM, its employees, officers and representatives at all times shall be independent contractors and shall not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Agreement or any actions or services rendered under this Agreement. Nothing in this Agreement is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Agreement or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

#### **XIV. APPLICABLE LAW**

This Agreement shall be construed, enforced, and administered according to the laws of the State of Alabama. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Agreement, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

#### **XV. ENTIRE AGREEMENT; SEVERABILITY**

This Agreement represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or any third party referred or introduced by PFM and/or designated by Client shall not in any way be deemed an amendment

or modification of this Agreement. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

#### **XVI. EXECUTION; COUNTERPARTS**

Each party to this Agreement represents and warrants that the person or persons signing this Agreement on behalf of such party is authorized and empowered to sign and deliver this Agreement for such party. This Agreement may be signed in any number of counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.

**IN WITNESS WHEREOF**, Client and PFM have executed this Agreement as of the day and year herein above written.

**CITY OF FAIRHOPE, AL**

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**PFM FINANCIAL ADVISORS LLC**

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

Name: \_\_\_\_\_

Title: Managing Director

DRAFT

**EXHIBIT A**  
**SCOPE OF SERVICES**

1. Services related to the Financial Planning and Policy Development upon request of Client:

- Assist the Client in the formulation of Financial and Debt Policies and Administrative Procedures.
- Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
- Analyze future debt capacity to determine the Client's ability to raise future debt capital.
- Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.
- Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, assessments, user fees, impact fees, developer contributions, public/private projects, and grants and provide analysis of each alternative as required as to the budgetary and financial impact.
- Review the reports of accountants, independent engineers and other project feasibility consultants to ensure that such studies adequately address technical, economic, and financial risk factors affecting the marketability of any proposed revenue debt issues; provide bond market assumptions necessary for financial projections included in these studies; attend all relevant working sessions regarding the preparations, review and completion of such independent studies; and provide written comments and recommendations regarding assumptions, analytic methods, and conclusions contained therein.
- Develop, manage and maintain computer models for long-term capital planning which provide for inputs regarding levels of ad valorem and non-ad valorem taxation, growth rates by operating revenue and expenditure item, timing, magnitude and cost of debt issuance, and project operating and capital balances, selected operating and debt ratios and other financial performance measures as may be determined by the Client.
- Conduct strategic modeling and planning and related consulting.
- Attend meetings with Client's staff, consultants and other professionals and the Client.

- Undertake financial planning and policy development assignments made by the Client regarding financings, and financial policy including budget, tax, cash management issues and related fiscal policy and programs.
- Assist the Client in preparing financial presentations for public hearings and/ or referendums.
- Provide special financial services as requested by the Client.

2. Services Related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); provided that if the transaction is competitive, the services of the financial advisor will be modified in advance in writing to reflect that process. Upon the request of the Client:

- Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
- Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
- Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
- Advise as to the various financing alternatives available to the Client.
- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds,

redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.

- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.



**EXHIBIT B**  
**COMPENSATION FOR SERVICES**

**1. Retainer**

For services listed in the Scope of Services #1, PFM shall receive an annual fee in the amount of \$20,000 ("Retainer"), payable in quarterly installments. The Retainer shall be reviewed and revised upon mutual agreement.

**2. Transaction Fees**

The compensation schedule for competitive and negotiated sales of financings will be billed at closing at the following rates:

Bank Loans/LOC: \$0.75 per \$1,000 of issuance\*

Public Markets \$0.85 per \$1,000 of issuance\*

\*Based upon Bond Proceeds and is subject to a minimum fee of \$20,000 per transaction and a not to exceed amount of \$75,000 per transaction.

**3. Hourly Fees**

In the event a financing is started, but cancelled or the retainer contract is cancelled prior to the end of the contract period at the Client's request, accrued time will be billed as follows:

<u>Experience Level</u>	<u>Hourly Rate</u>
Managing Director	\$375.00
Director	\$350.00
Senior Managing Consultant	\$325.00
Analyst/Senior Analyst	\$275.00
Administrative Support	\$225.00

**EXHIBIT C**  
**INSURANCE**

DRAFT



# Fairhope, Alabama

## Introduction to PFM Financial Advisors LLC

August 14, 2023

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PFM Financial Advisors LLC

---

116 Jefferson Street South  
Suite 301  
Huntsville, AL 35801

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256.419.2911  
[pfm.com](http://pfm.com)



## PFM Financial Advisors Alabama Team



### **Joshua McCoy**

**Managing Director**

Huntsville, AL

*Series 50 Licensed*

*15+ years of capital markets  
experience*

*Graduate ALI (Class 2)*

[mccoyj@pfm.com](mailto:mccoyj@pfm.com)



### **Marcie Lewis**

**Senior Managing Consultant**

Huntsville, AL

*Series 50 Licensed*

*20+ years of capital markets  
experience*

[lewism@pfm.com](mailto:lewism@pfm.com)



### **Ricardo Callender**

**Director**

Memphis, TN

*Series 50 Licensed*

*9 years of capital markets  
experience*

[callenderr@pfm.com](mailto:callenderr@pfm.com)



### **Brooke Baldwin**

**Analyst**

Huntsville, AL

*Series 50 Licensed*

[baldwinb@pfm.com](mailto:baldwinb@pfm.com)



# PFM Financial Advisors LLC Overview

## PFM's #1 Rankings for 2022<sup>‡</sup>

### Type

- Overall
- Tax-exempt
- Taxable
- Negotiated
- Revenue
- General Obligation
- Bank Qualified
- New Money
- Private Placement
- Refunding
- Variable Rate

### Sector

- Primary/ Secondary Education
- Transportation
- Public Power
- Water, Sewer & Gas
- State Appropriation
- Industrial Development

### Region

- Midwest
- Southeast
- West

## Nation's #1 ranked Independent Financial Advisor ‡

- Leading financial advisor to state and local governments in the nation and advised on over \$59 billion of bond issuance in 2022. ‡

## PFM's First Place Ranking Overall Long Term 1998 - 2022

Year	Par Amount (millions)	Number of Transactions
2022	59,813	652
2021	71,889	951
2020	76,160	924
2019	76,313	1,005
2018	63,557	796
2017	84,286	928
2016	94,660	1,193
2015	81,973	1,042
2014	70,048	855
2013	68,045	824
2012	79,032	957
2011	56,072	804
2010	90,501	1,067
2009	87,986	984
2008	69,794	842
2007	65,301	779
2006	53,572	803
2005	51,123	979
2004	43,693	892
2003	46,013	961
2002	37,904	902
2001	35,111	905
2000	21,003	585
1999	12,265	410
1998	13,963	424

Source: Ipreo

## 2022 Full Year Overall Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor

Source: Ipreo

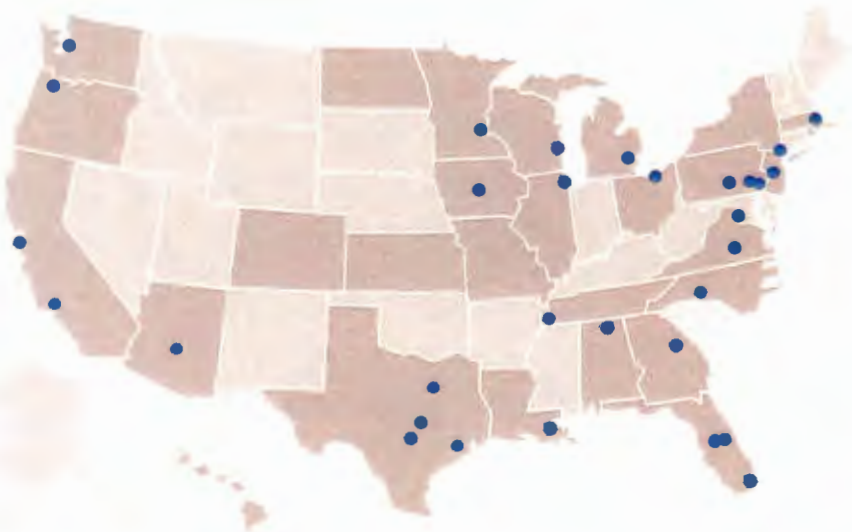
	# issues	\$ in millions
<b>PFM</b>	<b>652</b>	<b>59,813</b>
Public Resources	145	46,856
Hilltop Securities	614	26,350
Frasca & Associates	46	20,803
Acacia Fin Group	108	13,970
Estrada Hinojosa	53	11,679
Piper Sandler	186	8,672
Backstrom McCarley	22	7,402
Montague DeRose	27	7,036
Sycamore Advisors	13	6,259

‡Source: Ipreo as of December 31, 2022



## Client Focused Backed by Broad Resources

- ◆ Client focus of a boutique Alabama financial advisory firm with the broad array of services and expertise of a large national firm
- ◆ Our presence includes 31 locations across the U.S., with a local office in **Huntsville** to serve our Alabama clients
- ◆ This proximity gives us a better understanding of the local issues and problems affecting our clients, as well as providing the day-to-day contacts needed to properly meet their needs. Our national reach allows us to access new ideas and best practices.



350+ EMPLOYEES



## PFM's Alabama Practice

- Operated an Alabama financial advisory practice since 2001, providing an intimate understanding of the public finance and debt issuance process for Alabama issuers
- Have advised on **60+ transactions** totaling over **\$6 billion** of bonds issued in Alabama, since 2017
- Maintains vigilance over state legislative issues affecting local public finance issuers
- Awarded **Innovative 2022 Deal of the Year** by the Bond Buyer for serving as financial advisor to the Alabama Federal Aid Highway Financing Authority
- Services provided to AL clients include:
  - debt affordability analysis
  - capital improvement planning
  - credit rating management
  - budget consulting
  - transaction management
  - pricing advisory

### PFM is a major participant in the Alabama public finance industry

Select Alabama Issuers that have chosen PFM*	
State of Alabama	City of Opelika → <b>Opelika Power Board</b>
Huntsville, City of	Huntsville Madison County Airport Authority
<b>Huntsville Utilities</b>	University of North Alabama
Auburn, City of → <b>Auburn Water Works Board</b>	Lee County Board of Education
Auburn University	University of South Alabama
Tuscaloosa City Schools	University of Alabama in Huntsville
US Space and Rocket Center	Tuscaloosa County Road Improvement Commission
Mobile County	Mobile, City of
<b>Gulf Shores Utilities</b>	<b>Muscle Shoals Electric Board</b>
Huntsville Solid Waste Disposal Authority	Madison County Communications District

\* Note: Representative list of PFM's past and current financial advisory clients



## Premier Water and Wastewater Practice

### Unmatched water and sewer expertise with a national breadth of experience

- Our financial advisory team has served as financial advisor to water, wastewater, and infrastructure revolving funds in over 20 states and territories
- PFM employs personnel for water and sewer clients that includes prior CFOs of utilities, rating analysts, investment bankers, and federal employees

### PFM has been the top-ranked financial advisor for Water, Sewer, & Gas Long-Term Municipal New Issues for 21 of the last 22 years

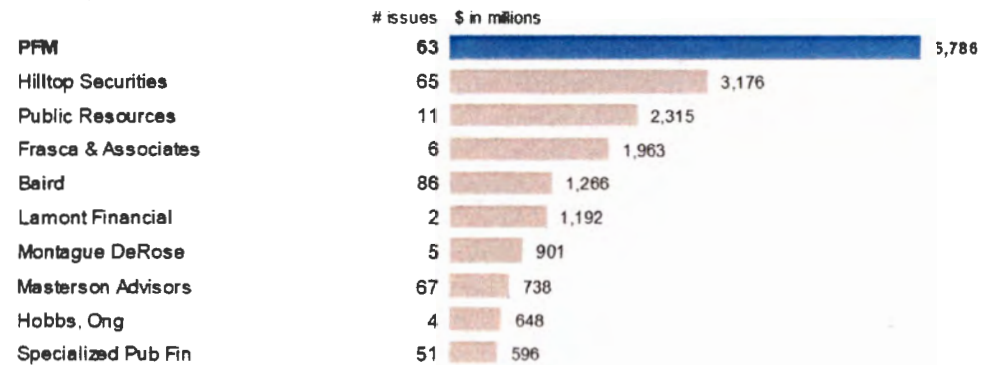
### PFM expertise extends to all aspects of utility finance

- Debt structuring and optimization
- Credit expertise and rating matters
- Innovative funding options – SRF, public-private funding, federal initiatives
- Regulatory and Environmental Compliance - financing of Consent Decrees
- Financial Modeling (Synario)

2022 Full Year Water & Sewer Long Term Municipal New Issues

Municipal Financial Advisory Ranking - Full Credit to Each Financial Advisor

Source: Ipreo







## PFM’s Approach to Addressing the Requested Scope of Work

- ◆ PFM would work with the City and its bond counsel to draft a recommended Plan of Finance based on several factors, including:



Criteria	Considerations
Financing Goals & Objectives & Existing Bond Covenants	<ul style="list-style-type: none"> <li>• What are the City’s financing goals and objectives?</li> <li>• What are the existing borrowing covenants contained in existing bod documents and potential legal constraints (i.e. Additional Bond Tests requirements)</li> <li>• General Obligation vs. Revenue secured obligations</li> <li>• Days cash and liquidity policy considerations</li> </ul>
Risk Exposure	<ul style="list-style-type: none"> <li>• What are the potential budgetary risks of the financing structure that may impact cash flow, ability to service new debt and customer rates and charges, etc.?</li> <li>• What are the potential liquidity risks of the financing structure?</li> <li>• Fixed vs. variable rate considerations</li> </ul>
Efficiency	<ul style="list-style-type: none"> <li>• Based on expectations for future rates, is it better to pre-fund projects or finance them as expenditures are incurred via short-term financing, internal reserves or other sources?</li> <li>• Is it better to fund all at once for synergies on total cost of issuance? Or are multi-tranche financings or phased financings more appropriate?</li> <li>• Bank loans vs. public market vs. federal funding (i.e. SRF) considerations</li> </ul>
Market Conditions	<ul style="list-style-type: none"> <li>• Are we in a high or low interest rate environment and where are we in the interest rate cycle?</li> <li>• How does the current inverted yield curve impact financing considerations?</li> </ul>



## Why PFM?

*Proven performance delivered by a local team that is committed to our clients and offers a state-of-the-art approach to partnering with clients to transform their world.*





## PFM's Proposed Engagement Options and Pricing

- The City would be a valued client for PFM and the firm would be fully committed to providing a senior level team, including team members from our national utility practice
- PFM's goal is to be considered an extension of staff, serving as a strategic partner in evaluating and assisting the City in its short- and long-term capital planning, management of debt portfolio and other initiatives. We are agnostic as to how we are engaged but offer the following engagement options:

### Option 1 – One-Time Engagement

#### Phase I: Plan of Finance Recommendation

- 1x proposed fee of \$15,000

#### Phase 2: Transaction Execution

- Bank Loan: \$0.85 per \$1,000 of bond proceeds
- Public Market: \$1.00 per \$1,000 of bond proceeds
- Transaction fee minimum of \$30,000 and maximum of \$75,000
- Phase 1 fees would be credited towards transaction fee

### Option 2 – Ongoing Relationship

#### Annual Retainer

- Annual retainer of \$20,000 billed quarterly\*
  - Includes Plan of Finance Recommendation

#### Transaction Execution

- Bank Loan: \$0.75 per \$1,000 of bond proceeds
- Public Markets: \$0.85 per \$1,000 of bond proceeds
- Fee minimum of \$20,000 and maximum of \$75,000

*\*See Appendix and proposed contract for additional Scope of Services provided under a retainer*



## Sample Fees

- The table below illustrates the fees the City would incur with either engagement option and at various borrowing types and amounts
- Option 2 includes a full year of services that include the Plan of Finance assignment and assumes a single transaction in the first year

Transaction Size	Sale Type	1x Engagement			Retainer Engagement		
		Phase I: Plan of Finance	Transaction Fee (less Phase I fee credit)	Annual Total	Annual Retainer	Transaction Fee	Annual Total
\$25 Million	Bank Loan	\$15,000	\$30,000- \$15,000	\$30,000	\$20,000	\$20,000	\$40,000
\$25 Million	Public Markets	\$15,000	\$30,000- \$15,000	\$30,000	\$20,000	\$21,250	\$41,250
\$45 Million	Bank Loan	\$15,000	\$38,250- \$15,000	\$38,250	\$20,000	\$33,750	\$53,750
\$45 Million	Public Markets	\$15,000	\$45,000- \$15,000	\$45,000	\$20,000	\$38,250	\$58,250



# **Appendix - Additional Services and Materials**

# PFM Offers a Wide Array of Technical Resources

## FINANCIAL ADVISORY

*transaction management & bond pricing | credit strategies | capital planning*

## FINANCIAL MODELING

*powered by Synario™*

## ALTERNATIVE FINANCE

*public private partnerships & economic development | developer selection & negotiation | asset & real estate portfolio analysis & monetization | environmental finance | tax credit & incentive policies*

## INVESTOR RELATIONS

*Munite® | investor intelligence & outreach | analytics | customized dashboards*

## CONSULTING

*fiscal planning & budgeting | organizational efficiency & effectiveness | policy & program analysis | workforce strategy & negotiation support*

## SPECIALIZED SERVICES

*derivatives advisory | treasury management consulting | retirement finance*



## PFM's Overall Partnership Approach\*

**PFM considers ourselves an extension of our clients' staff, taking a client centric approach.  
We work alongside the team to advise, assist, and educate**

### ◆ Ongoing Policy Development

- Develop and review policies based on current practices along with the best practices within the industry.
  - Examples: Debt Management, Pay-Go Funding, Cash Management, Credit / Rating, etc.

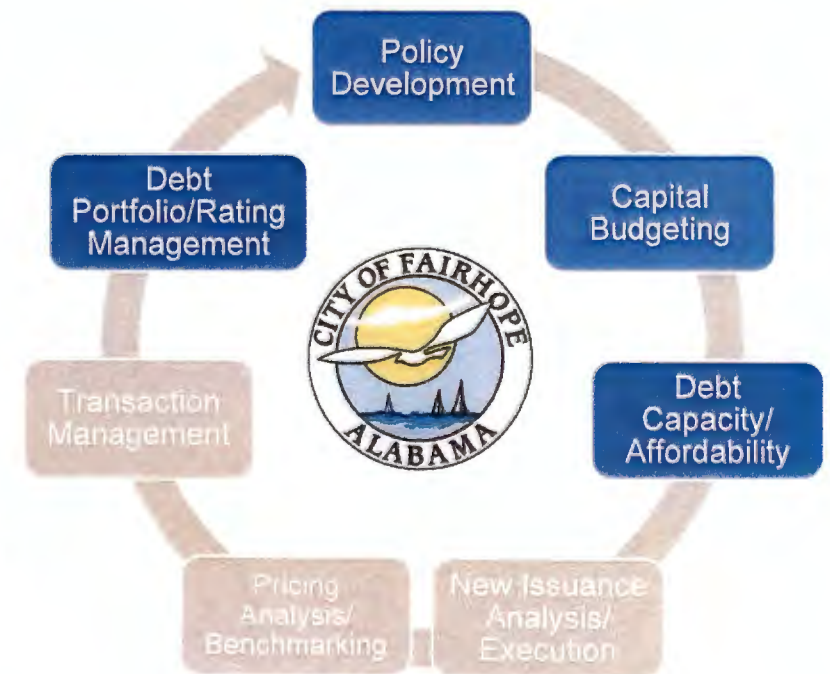
### ◆ Capital Budgeting & Debt Capacity/Affordability

- Multi-year capital planning with functionality to project revenues, expenditures and the impact of capital projects and operational changes.
- Debt Capacity analysis that factors in affordability and credit/rating metrics and ratios.

### ◆ Debt Portfolio and Rating Management

- PFM prepares a detailed debt profile for each of its clients and uses it to monitor for refinancing opportunities and track early redemptions.
- PFM uses rating scorecards developed in house and modeled in line with rating agency criteria and use them to understand the credit strengths and weaknesses in order to help clients better understand the rating and the impact of proposed changes on the rating

### ◆ Other Services as Requested\*



\*See proposed contract for full scope of services included under retainer engagement



## PFM's Transaction Advisory Services

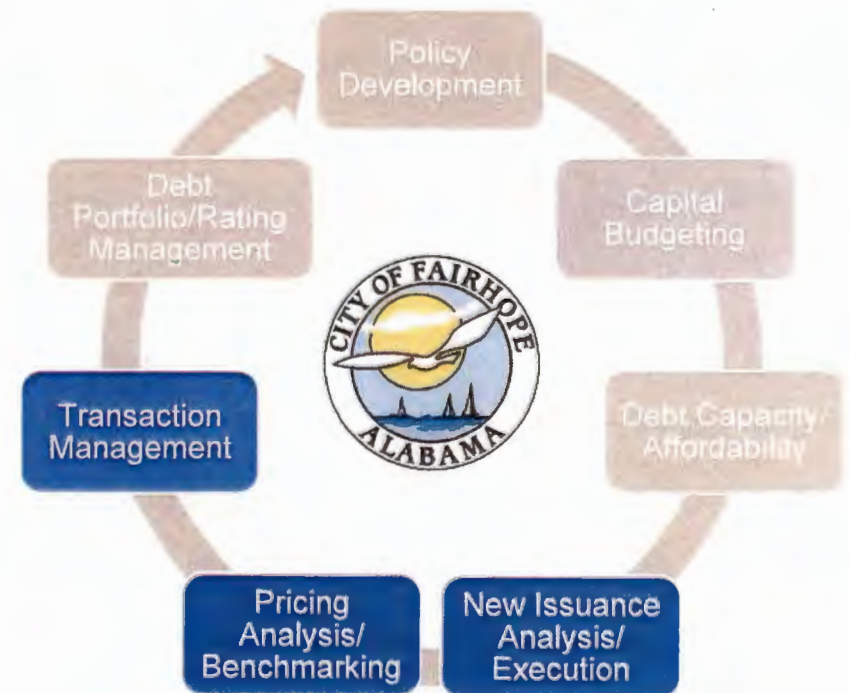
During any financing transaction, PFM serves as the City's fiduciary to ensure best execution

### ◆ New Issuance Analysis & Execution/Transaction Management

- Be an active member for the development of the financing plan and provide recommendations on most efficient type of financing
- Review bond/loan documents , including the Preliminary Official Statement, Term Sheets, Loan Agreement, etc. (if necessary)
- Coordinate the credit rating agency presentations and discussions
- Negotiate appropriate compensation for the Underwriter/conduct competitive sale
- Provide a final report to the City detailing all the final interest rates, associated costs and net savings amount realized from any refunding
- Coordinate with Bond Counsel to assist in facilitating a smooth closing
- Continue to monitor the City's outstanding debt for any refunding opportunities

### ◆ Bond Pricing Analysis

- Negotiate the Underwriter's proposed interest rates on the bonds at pricing
- Use current and historical market rates to ensure fair pricing is received
- Dedicated Pricing Group provides market expertise on par with any Wall Street investment bank. On average, PFM's Pricing Group is in the market 3 times a day.







## PFM's Dedicated Pricing Group

### ◆ PFM's Pricing Group:

- Provides centralized access to market information and trends
- Leverages our firm-wide knowledge for our clients' benefit
- Cultivates professional peer-to-peer relationships with underwriting desks

### ◆ PFM utilizes an in-house proprietary pricing database that contains detailed pricing information of every single bond issue that has priced in Alabama year to date.

- This includes both PFM advised, and non-PFM advised bond transactions





## Treasury Consulting Services\*

Choosing a banking provider and treasury services often requires significant staff time and experience. How do you know you're using the appropriate services and getting the most value for cost? PFM's treasury consulting services can improve treasury operations and simplify the process of rebidding banking services.

### ECONOMIC

- Reduced banking fees
- Higher earnings credit rates and cash rebates on commercial cards
- Reduced deposit float
- Improved liquidity management

### OPERATIONAL

- Identification of inefficiencies, costly processes, and possible control problems
- Implementation of best practices
- Evaluation of new banking technologies

*Over the last 5 years, our clients have achieved average **fee savings of 43%** through competitive procurements for general banking services.*

*We work with our clients to develop a customized scope of work based on needs, objectives, and budget.*

- Organizational treasury review with report on findings
- Banking services RFP creation and assistance
- Service transition and implementation support
- Ad hoc engagements including bank negotiation assistance and fee analysis

**Thank you**



**pfm**

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding (“MOU”) between the Baldwin County Commission, Baldwin County Sheriff’s Office, and the City of Fairhope, which outlines the purpose, goals, objectives, and procedures for the administration of the School Resource Officer (“SRO”) Program at Baldwin County Public Schools.

ADOPTED ON THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**Memorandum  
of  
Understanding**

**between**

**Baldwin County Commission  
Baldwin County Sheriff's Office  
and  
City of Fairhope**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is executed between the Baldwin County Commission (the “Commission”), the Baldwin County Sheriff’s Office (the “BCSO”), and the City of Fairhope (the “Municipality”),

The agencies enter this MOU for the purpose of operating an unified School Resource Officer Program within Baldwin County, which is intended to facilitate a cooperative effort by the participating agencies to effectively satisfy the requirements of the various roles as a School Resource Officer as defined by the National Association of School Resource Officers and to comply with the School Resource Program MOU between the Baldwin County Sheriff’s Office and the Baldwin County Public Schools (See Exhibit “A” for details).

## **I. Purpose**

- A. Effective schooling requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, law enforcement will provide school administrators and staff with law enforcement resources and the expertise they need to maintain safety, order, and discipline in the school environment.
- B. The SRO performs various roles while operating inside public schools as defined by National Association of School Resource Officers (NASRO). Their first duty is to protect the campus, the students, staff, and facilities. They also perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes (hereinafter “SRO services”).
- C. The School Resource Officer Program involves the assignment of a police officer from their respective law enforcement agencies to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, each law enforcement agency will select and assign an SRO to campuses within Baldwin County. SROs will maintain a presence at all public schools within the BCPSS.
- D. The SRO Program is intended to help ensure that no student's right to receive a safe and appropriate education is abridged by violence or disruption. This is achieved, in part, by the assignment of SROs to work within the public schools to be present on every campus every day when regular school is in session. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This MOU clarifies the roles of the SROs and School Administrators, their scope of their authority, and the responsibilities of the Parties in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization.

## **II. Goals**

The primary goals of the School Resource Officer Program are to:

- Promote positive and supportive school climates, and

- Create and maintain safe and secure school environments.
- Additionally, the Parties intend to foster the perception that schools are safe places in which students can learn, and teachers and ancillary personnel can teach and work.

These primary goals are further broken down to include:

- A. Maintaining the presence of highly trained, armed, and sworn Baldwin County Sheriff's Deputies and Municipal Law Enforcement Officers (collectively "SROs") who can immediately engage and mitigate any outside threat or internal threat to our schools. SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guest(s) who may appear at the school, to the extent that the SRO may do so under the law.
- B. Decreasing the number of major disciplinary incidents on campus. This includes but is not limited to threats of harm to students and faculty/terroristic threats, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The reduction of these incidents will, in part, be the result of the SROs promoting self-discipline and respect for the law. Also, these incidents will be decreased in part through direct intervention and enforcement activities.
- C. Providing a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.
- D. Aiding in reviewing and maintaining the school's Emergency Operation Plans and/or Safety Plans and implementing them into situations requiring their use.
- E. Aiding in his/her capacity as a sworn law enforcement officer to assist school personnel in any law enforcement matter.
- F. Providing educational instruction in the areas of crime prevention, safety, conflict, resolution, and/or crime awareness. This information would encourage students to become more self-disciplined, voluntarily obey the laws of the State of Alabama, and the rules of the Baldwin County Public Schools.
- G. Reducing or preventing juvenile delinquency events.
- H. Mentoring students and encouraging students to show greater respect for one another with the additional goal of reducing serious disciplinary incidents, violent incidents, threats, and intimidation of other students.
- I. Fostering an environment that allows students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.
- J. Encouraging students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.
- K. Improving trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other Baldwin County Sheriff's Office Deputies and municipal law enforcement agencies hereafter referred to as law enforcement agencies to create an atmosphere in which:
  1. Students, parents, and school officials will feel free to utilize the services of the SRO and the law enforcement agencies.
  2. Students, school officials, parents, and other family members will contact the SRO or law

enforcement agencies when there are situations that require crime intervention or prevention.

3. Understanding and a cooperative spirit toward law enforcement will be increased and will filter outward into the community.
  4. The School Resource Officer Unit will be able to rely on the increased assistance and cooperation of citizens in preventing or intervening in criminal activity in the community.
  5. The SRO may contribute with input towards further development of school policies that address crime and recommendations to possible procedural changes to enhance school safety.
  6. The SRO Unit working with other SRO/Community Outreach Units to help network and keep all of our schools as safe as possible.
  7. The SRO Unit Supervisors will work in partnership with the Baldwin County Public Schools Assistant Superintendent over Safety and Student Services to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.
- L. Responding to school misconduct in a way that is reasonable, consistent, and fair, with appropriate consideration of mitigating factors and of the nature and severity of the incident.

### **III. Baldwin County Sheriff's Office Responsibilities**

1. The BCSO will as the primary agency and authority responsible for overseeing and coordinating the administration and salary reimbursement of the SRO for the BCPSS.
2. The BCSO will oversee and address any SRO Program operational and administrative issues within the BCPSS and will serve as a consultant to the BCPSS regarding school safety and security issues including but not limited to overseeing safety assessments, SRO training(s), and critical incident response planning and training events in partnership with the municipal law enforcement agencies for those schools within the corporate limits of a city or town.
3. The BCSO will provide primary SRO services to the schools which fall within the unincorporated areas of Baldwin County and the BCPSS' CTE and the alternative school.
4. For all other BCPSS schools located within a municipal jurisdiction, BCSO will engage the respective municipality to provide SRO services to schools which fall within the municipality's incorporated area. The BCSO will provide oversight and guidance regarding the provision of SRO services with all outside municipal law enforcement agencies.
5. In the event that a municipality is not subcontracted by BCSO to provide SRO services, the BCSO will provide SRO services to those schools.
6. The BCSO will provide oversight and as a central point of contact and response to all events that require an emergency law enforcement response as it relates to the BCPSS.
7. The BCSO will provide SRO services for any Board meetings or other public meetings as requested by the Superintendent or his or her designee.
8. The BCSO will serve as a point of contact and representative for the BCPSS with regards to all responses or threats to school safety while working within the Incident Command System for school responses within city/town limits.
9. The BCSO will provide payment and accounting of all salary contribution payments to the respective municipalities who enter into an agreement with BCSO and that incorporates all



terms and conditions outlined within this MOU.

10. The BCSO will provide coordination and oversight of any necessary and offered SRO specific training, that should include annual active shooter and tactical response training for all SROs.
11. The BCSO will respond to all events that require an emergency law enforcement response for the BCPSS.
12. The BCSO will identify a direct point of contact(s) between the BCPSS, the BCSO, and the other municipal law enforcement agencies (BCSO POCs). The BCSO POCs will maintain a working knowledge of school rules, regulations, and laws regarding student safety and conduct. The BCSO POCs will establish and maintain effective relationships with school personnel and the other municipal law enforcement agencies.
13. The BCSO will employ the BCSO SROs under this Memorandum. The BCSO will pay the remaining percentage of the BCSO SRO salaries. The BCSO SROs shall be the employees of the BCSO and shall be subject to the administration, supervision, and control of the BCSO, except as such supervision and control is subject to the terms and conditions of this Memorandum, including but not limited to those terms regarding the employment of SROs.
14. The BCSO agrees to provide pay and employment benefits to each assigned BCSO SRO in accordance with the applicable salary schedules and employment practices of the BCSO, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The BCSO SROs shall be subject to all other personnel policies and practices of the BCSO except as such policies or practices may have to be modified to comply with the terms of this Memorandum.
15. The BCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline BCSO SROs.
16. The BCSO is responsible for assigning and supervising the BCSO SROs hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school should be set by mutual agreement between the BCPSS, at the direction of the principal of the school to which the officer is assigned, and the BCSO, by the POC for the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school, to include whenever possible, being visible patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.
17. Selection of the BCSO SRO and municipal SRO (collectively SROs):

The selection of the SRO is the most critical aspect of the program. Supervisors should select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered by commanders when selecting officers for the program and can be used as a guideline for municipal law enforcement agencies:

- a. Ability to work with diverse groups;
- b. Ability to work cooperatively in a non-law enforcement environment with limited direct supervision.
- c. Knowledge of BCSO's policies that pertain to juveniles and schools;
- d. Knowledge and familiarity with available BCSO resources;
- e. Creative problem solver;

- f. Conflict resolution skills;
- g. Knowledge of the Juvenile Code and Juvenile Court procedures;
- h. Ability to effectively provide instruction to youths;
- i. Ability to communicate professionally and deliver presentations effectively to various groups including parents, educators, and community members;
- j. Organization and communication skills;
- k. Completion of Instructor Development Training before or after selection, and;
- l. Supervisory recommendation

#### **IV. Municipal Law Enforcement Agency's Responsibilities**

See **EXHIBIT "A"** for details under the following sections: Part IV-SRO & School Admin Specific duties/ Responsibilities; Part V-Operational Procedures; Part VI-Release of Law Enforcement Information; and Part VII-Miscellaneous.

#### **V. Supervision**

The responsibility for the assignment, activity, and conduct of personnel participating in the School Resource Officers Program remains with the respective agency heads or their command staff.

---

Charles F. Gruber, Chairman  
Baldwin County Commission

---

Date

---

Sheriff Huey Hoss Mack  
Baldwin County Sheriff's Office

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Date

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Mayor Sherry Sullivan  
City of Fairhope

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Date

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Chief Stephanie Hollinghead  
City of Fairhope

---

Date

# EXHIBIT “A”

# MEMORANDUM OF UNDERSTANDING

## BALDWIN COUNTY SHERIFF'S OFFICE



## BALDWIN COUNTY PUBLIC SCHOOLS



## BALDWIN COUNTY COMMISSION



**WHEREAS**, the Baldwin County Sheriff's Office (BCSO), the Baldwin County Commission (the "Commission"), and the Baldwin County Board of Education (the "Board" or "BCPSS"), (collectively referred to as "the Parties"), entered into a Memorandum of Understanding ("MOU") in 2017 in order to establish a mutually beneficial partnership known as the School Resource Officer Program;

**WHEREAS**, the Parties agree that students are generally less mature and responsible than adults; they often lack the maturity, experience, perspective, and judgment to recognize and avoid choices that could be detrimental to them; and they are more susceptible to outside pressures than adults;

**WHEREAS**, the Parties agree the vast majority of student misconduct can be best addressed through classroom and in-school strategies.

**WHEREAS**, the Parties, share a mutual desire of ensuring a learning environment that is free from the fear of crime, violence, and victimization.

**WHEREAS**, the Parties recognize the potential public safety benefits that the School Resource Officer Program has provided the students, teachers, and staff of the BCPSS and all the citizens of Baldwin County;

**WHEREAS**, the Parties desire to continue building and maintaining a positive relationship between law enforcement and the youth of Baldwin County;

**WHEREAS**, recent nationwide school safety and SRO issues and responses have necessitated a need to reassess the structure and understandings between the Parties;

**WHEREAS**, the Parties have determined that it is in the best interest of students, teachers, and personnel for the Parties to streamline an organizational structure within the School Resource Officer Program so that safety measures and crisis response are consistent and designed to minimize loss of life in the event of a crisis or emergency situation;

**WHEREAS**, the Parties find that cooperation by all law enforcement in the matters contained in this Agreement will increase the efficiency and effectiveness of providing the governmental function of law enforcement protection on the BCPSS campuses to the benefit of all the taxpaying citizens of Baldwin County.

**WHEREAS**, the Parties hereby enter into this newly proposed MOU setting forth the respective roles and responsibilities of the Parties regarding the use of SROs in the BCPSS. The purpose of this MOU is to continue the mutually beneficial partnership and task force known as the "Partnership" or the "School Resource Officer Program" in which that both the Board and law enforcement can continue to work

together and within to achieve shared goals. The purpose of this Partnership is to foster relations of mutual respect and understanding in order to build a positive and safe school environment and to facilitate effective and timely communication and coordination of efforts between and among all Parties;

**WHEREAS**, this MOU is intended only to outline expectations between the Parties, and it is not intended to create contractual or equitable obligations on the part of the Parties toward particular municipalities, students, parents, third parties, and/or any of the Parties' employees.

**NOW THEREFORE**, the Parties hereby deem it expedient to the accomplishment of the mission of the School Resource Officer Program to adopt this Memorandum of Understanding on the \_\_\_\_ day of \_\_\_\_\_, 2023 and identify the following as their purpose, goals, objectives, and procedures:

**THE PARTIES AGREE AS FOLLOWS:**

**PART I. PURPOSE**

- E. Effective schooling requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, law enforcement will provide school administrators and staff with law enforcement resources and the expertise they need to maintain safety, order, and discipline in the school environment.
- F. The SRO performs various roles while operating inside public schools as defined by National Association of School Resource Officers (NASRO). Their first duty is to protect the campus, the students, staff, and facilities. They also perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes (hereinafter "SRO services").
- G. The School Resource Officer Program involves the assignment of a police officer from their respective law enforcement agencies to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, each law enforcement agency, in coordination with and under the mutual approval of the BCSO and the BCPSS, will select and assign an SRO to campuses within Baldwin County. SROs will maintain a presence at all public schools within the BCPSS.
- H. The SRO Program is intended to help ensure that no student's right to receive a safe and appropriate education is abridged by violence or disruption. This is achieved, in part, by the assignment of SROs to work within the public schools to be present on every campus on every day when regular school is in session. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This MOU clarifies the roles of the SROs and School Administrators, their scope of their authority, and the responsibilities of the Parties in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization.

**PART II. GOALS**

The primary goals of the School Resource Officer Program are to:

- Promote positive and supportive school climates, and

- Create and maintain safe and secure school environments.
- Additionally, the Parties intend to foster the perception that schools are safe places in which students can learn, and teachers and ancillary personnel can teach and work.

These primary goals are further broken down to include:

- A. Maintaining the presence of highly trained, armed, and sworn Baldwin County Sheriff's Deputies and Municipal Law Enforcement Officers (collectively "SROs") who can immediately engage and mitigate any outside threat or internal threat to our schools. SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guest(s) who may appear at the school, to the extent that the SRO may do so under the law.
- B. Decreasing the number of major disciplinary incidents on campus. This includes but is not limited to: threats of harm to students and faculty/terroristic threats, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The reduction of these incidents will, in part, be the result of the SROs promoting self-discipline and respect for the law. Also, these incidents will be decreased in part through direct intervention and enforcement activities.
- C. Providing a deterrent to unacceptable behavior through the SRO's presence, visibility, and accessibility.
- D. Aiding in reviewing and maintaining the school's Emergency Operation Plans and/or Safety Plans, and implementing them into situations requiring their use.
- E. Aiding in his/her capacity as a sworn law enforcement officer to assist school personnel in Any law enforcement matter.
- F. Providing educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information would encourage students to become more self-disciplined, voluntarily obey the laws of the State of Alabama, and the rules of the Baldwin County Public Schools.
- G. Reducing or preventing juvenile delinquency events.
- H. Mentoring students and encouraging students to show greater respect for one another with the additional goal of reducing serious disciplinary incidents, violent incidents, threats, and intimidation of other students.
- I. Fostering an environment that allows students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.
- J. Encouraging students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.
- K. Improving trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO, and other Baldwin County Sheriff's Office Deputies and municipal law enforcement agencies to create an atmosphere in which:
  1. Students, parents, and school officials will feel free to utilize the services of the SRO and the BCSO.
  2. Students, school officials, parents, and other family members will contact the SRO or other Baldwin County Sheriff's Deputies when there are situations that require crime intervention or prevention.
  3. Understanding and a cooperative spirit toward law enforcement will be increased and will filter outward into the community as a whole.



4. The School Resource Officer Unit will be able to rely on the increased assistance and cooperation of citizens in preventing or intervening in criminal activity in the community.
  5. The SRO may contribute with input towards further development of school policies that address crime and recommendations to possible procedural changes to enhance school safety.
  6. The SRO Unit working with other SRO/Community Outreach Units to help network and keep all of our schools as safe as possible.
  7. The SRO Unit Supervisors working in partnership with the Baldwin County Public Schools Assistant Superintendent over Safety and Student Services to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.
- L. Responding to school misconduct in a way that is reasonable, consistent, and fair, with appropriate consideration of mitigating factors and of the nature and severity of the incident.

### **PART III. PARTIES' REPRESENTATIONS, WARRANTIES, AND RESPONSIBILITIES**

#### **A. BCPSS RESPONSIBILITIES**

1. BCPSS has designated the Assistant Superintendent of Safety and Student Services as a primary point of contact (BCPSS POC) to implement the SRO Program at the school system level. The BCPSS POC will be responsible for maintaining ongoing communications with law enforcement personnel, including but not limited to the Sheriff, BCSO SRO commanders and supervisors, and each municipal SRO supervisor when necessary.
2. The BCPSS will pay \$60,000 for the salary of each SRO assigned to a school within the BCPSS, including three BCSO SRO supervisors who serve as substitute SROs (hereinafter "salary contribution funds"). These salary contribution funds will be allocated and transferred to the BCSO after receiving a list of all assigned SROs, BCSO SRO supervisors, and those SROs employed by municipal law enforcement agencies. BCPSS will pay these funds in advance of each fiscal quarter to the Commission who will then transfer the funds to the BCSO and/or the respective municipality upon approval by the Sheriff. In addition, BCPSS shall pay the BCSO \$80,000 to cover costs for the administration of this agreement.
3. The BCPSS will ensure that each assigned SRO will be provided a designated work area to allow the SRO to access technologies and to have any locked storage space for securing evidence and safety equipment and technology.
4. The BCPSS will be primarily responsible for handling student discipline within the confines of the school disciplinary process and Student Code of Conduct.
5. The BCPSS is responsible for ensuring that administrators are aware and receive training regarding the disciplinary process and law enforcement involvement in school discipline.
6. The BCPSS is responsible for communicating the role and responsibilities of the SRO to all school administration and staff.
7. The BCPSS shall provide and/or contribute up to \$5,000 dollars each year for in-service training and/or professional development attendance in order for the SROs to receive training in relevant topical areas in order to increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public school system.

#### **B. BCSO RESPONSIBILITIES**

18. The BCSO will as the primary agency and authority responsible for overseeing and coordinating the SRO program for the BCPSS.
19. The BCSO will oversee and address any SRO Program operational and administrative issues within the BCPSS and will serve as a consultant to the BCPSS regarding school safety and security issues including but not limited to overseeing safety assessments, SRO training(s), and critical incident response planning and training events.
20. The BCSO will provide primary SRO services to the schools which fall within the unincorporated areas of Baldwin County and the BCPSS' CTE and the alternative school.
21. For all other BCPSS schools located within a municipal jurisdiction, BCSO will engage the respective municipality to provide SRO services to schools which fall within the municipality's incorporated area. The BCSO will provide oversight and guidance regarding the provision of SRO services with all outside municipal law enforcement agencies.
22. In the event that a municipality is not subcontracted by BCSO to provide SRO services, the BCSO will provide SRO services to those schools.
23. The BCSO will provide oversight and as a central point of contact and response to all events that require a law enforcement response as it relates to the BCPSS.
24. The BCSO will provide SRO services for any Board meetings or other public meetings as requested by the Superintendent or his or her designee.
25. The BCSO will serve as a point of contact and representative for the BCPSS with regards to all responses or threats to school safety.
26. The BCSO will provide payment and accounting of all salary contribution payments to the respective municipalities who enter into an agreement with BCSO and that incorporates all terms and conditions outlined within this MOU.
27. The BCSO will provide coordination and oversight of any necessary SRO specific trainings, that should include annual active shooter and tactical response training for all SROs.
28. The BCSO will respond to all events that require a law enforcement response for the BCPSS.
29. The BCSO will identify a direct point of contact(s) between the BCPSS, the BCSO, and the other municipal law enforcement agencies (BCSO POCs). The BCSO POCs will maintain a working knowledge of school rules, regulations, and laws regarding student safety and conduct. The BCSO POCs will establish and maintain effective relationships with school personnel and the other municipal law enforcement agencies.
30. The BCSO will employ the BCSO SROs under this Memorandum. The BCSO will pay the remaining percentage of the BCSO SRO salaries. The BCSO SROs shall be the employees of the BCSO and shall be subject to the administration, supervision, and control of the BCSO, except as such supervision and control is subject to the terms and conditions of this Memorandum, including but not limited to those terms regarding the employment of SROs.
31. The BCSO agrees to provide pay and employment benefits to each assigned BCSO SRO in accordance with the applicable salary schedules and employment practices of the BCSO, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The BCSO SROs shall be subject to all other personnel policies and practices of the BCSO except as such policies or practices may have to be modified to comply with the terms of this Memorandum.
32. The BCSO, in its sole discretion, shall have the power and authority to hire, discharge and discipline BCSO SROs. The BCSO shall hold the BCPSS free, harmless, and indemnified from and against any and all claims, suits or causes of action arising out of allegations of unfair or unlawful employment practices brought by SROs.
33. The BCSO is responsible for assigning and supervising the BCSO SROs hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular

school should be set by mutual agreement between the BCPSS, at the direction of the principal of the school to which the officer is assigned, and the BCSO, by the POC for the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day including peak arrival and departure times before and after school, to include whenever possible, being visible patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

34. Selection of the BCSO SRO and municipal SRO (collectively SROs):

The selection of the SRO is the most critical aspect of the program. Supervisors should select officers who have demonstrated the ability, interest, and skills necessary to work with youth, school staff, and the public. The following criteria should be considered by commanders when selecting officers for the program:

- m. Ability to work with diverse groups;
- n. Ability to work cooperatively in a non-law enforcement environment with limited direct supervision
- o. Knowledge of BCSO's policies that pertain to juveniles and schools;
- p. Knowledge and familiarity with available BCSO resources;
- q. Creative problem solver;
- r. Conflict resolution skills;
- s. Knowledge of the Juvenile Code and Juvenile Court procedures;
- t. Ability to effectively provide instruction to youths;
- u. Ability to communicate professionally and deliver presentations effectively to various groups including parents, educators, and community members;
- v. Organization and communication skills;
- w. Completion of Instructor Development Training before or after selection, and;
- x. Supervisory recommendation

35. Initial Training of SRO:

All officers selected for the SRO program shall, within the first 6 months after receiving their assignments, and at least once every two years thereafter, receive the following training after being selected for the program:

- a. Mental Health Specific Training and Crisis Intervention Training in accordance with established and certified state standards.
- b. Disability awareness training.
- c. Trauma-Engaged and Restorative Justice techniques.
- d. Cultural Competency Training that is provided to BCSO staff.

**PART IV. SRO AND SCHOOL ADMINISTRATION SPECIFIC DUTIES AND RESPONSIBILITIES**

A. SRO

- I. The SRO is a sworn BCSO officer or sworn municipal law enforcement officer assigned to provide the law enforcement expertise and resources to assist school staff(s) in maintaining

safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all the following basic qualifications:

- a. Shall be a commissioned officer, certified by the Alabama Peace Officers, Standards and Training Commissions as a law enforcement officer whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency;
  - b. Should possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;
  - c. Should be capable of conducting in depth criminal investigations;
  - d. Should possess even temperament and set a good example for students; and
  - e. Should possess communication skills which would enable the officer to function effectively within the school environment;
2. The SRO should not become involved in routine school matters such as administrative actions or actions not directly related to the safety of the students and staff. The SRO should refrain from functioning as a school disciplinarian and should not intervene in school discipline matters. The discipline of students will remain the responsibility of the school faculty and administrators. At any time, the SRO may become involved when a school administrator has a safety concern that cannot be addressed by the school's safety and security staff.
  3. As a general practice, unless there is a clear and imminent threat to safety, requests from school staff for SRO or other law enforcement assistance are to be channeled through a school administrator.
  4. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school as needed. The SRO should not spend all day in the SRO's office space.
  5. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff should be reported immediately to the Police Department. In an emergency situation, the school should call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency BCSO number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
  6. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.
  7. SROs' duty schedules should be organized to provide coverage throughout the school day, which may vary by school. SROs provide a visible deterrent to crime and should be visible patrolling the exterior and interior grounds.
  8. The SRO should wear the regulation uniform and operate a marked police vehicle while on duty unless otherwise authorized by the SRO's supervisor for a specific purpose.
  9. SROs should be present and available to respond on campus every day that school is in session. In the event an SRO is absent or needs to be absent from work, the SRO shall notify both his or her SRO Supervisor and the principal of the school to which the SRO is assigned. The BCSO (or the applicable municipal law enforcement agency) agrees to assign another SRC for the SRO who is absent. In the event an SRO is absent due to illness or disability for a period of ten (10) consecutive workdays, the BCSO (or the applicable municipal law enforcement agency) agrees to employ and/or assign a substitute SRO to assume and perform the duties of the SRO who is absent from work. In the event that a local municipal law enforcement agency is unable to supply a substitute SRO to be on campus in the assigned SRO's absence, the SRO supervisor should inform the BCSO POC so that the BCSO can supply a substitute SRO during the absence.
  10. The SROs should assist school administrators in developing school crisis, emergency

management, and response plans. These plans should be shared with the BCPSS POC and the BCSO POC.

11. The SROs will work with administrators in problem-solving to prevent crime and promote safety in the school environment. SROs are expected to collaborate with school administrators and other school personnel to support positive school climates that focus on resolving conflicts, reducing student engagement with the juvenile and criminal justice systems, and diverting youth from courts when possible.
12. SROs will be responsible for lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and in the school before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness as well as others decided upon. Any brochures or other materials that will go out for dissemination to the public about the SRO program should be approved by the SRO supervisor and the BCSO POC and the BCPSS POC.
13. A Patrol Deputy or Deputies will respond to school related law enforcement calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.
14. The SRO will work closely with the administrative staff on the enforcement of criminal laws broken by students. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO.
15. Communication and cooperation will occur between the schools, school system, and the BCSO or municipal law enforcement agency. However, the SRO's chain of command and ultimate supervision is always within the BCSO or the respective law enforcement agency.
16. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The BCSO or the respective municipal law enforcement agency is responsible for overseeing and ensuring compliance with the above
17. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The BCSO is responsible for overseeing and ensuring compliance *with* such training.
18. The BCSO will administer, supervise, and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.
19. As previously described, SROs serve multiple roles in schools. The roles are interrelated, but all are carried out with the aim to contribute to school safety and security and to promote positive and supportive school climates. The SRO is expected to serve in the following roles:

- a. Law Enforcement Officer:

- SROs' primary role in schools is to protect the students and staff and to serve as a law enforcement officer. SROs assume primary responsibility for responding to requests for assistance from administrators and coordinating the response of other law enforcement resources to the school. SROs should work with school administrators in problem solving to prevent crime and promote safety in the school environment. SROs should also collaborate with school personnel to reduce student engagement with the juvenile justice systems and divert students from the courts when possible. Although SRO's coordinate day-to-day with BCPSS staff, SROs are not school administrators. The BCSO should ensure through policies and training, that an arrest of a student is the last resort and that all reasonable efforts are made to divert the student from entry into the justice system. However, it is recognized that victims of crimes committed by students have legal rights to pursue justice. Additionally, certain crimes (i.e., assaults with serious bodily injury) are not

appropriate for restorative justice alternatives.

- As a law enforcement officer, the SROs should:
  - i. Adhere to federal, state and department guidelines to protect the school against violence.
  - ii. Provide a course of training for school personnel in handling crisis situations, which may arise at the school.
  - iii. Apply alternative means to resolving conflict in lieu of arrest, when appropriate. Develop positive relationships with students to reduce the risk of criminal behavior. Document any activity of a criminal nature.

b. Law-Related Educator:

- As resources permit, SROs should strive to assist with presentations for school personnel on law-related topics such as law enforcement practices, changes in relevant laws, crime trends, crime prevention, school safety strategies, and crisis response procedures. SROs may also deliver law-related education with students using lessons/curricula approved in advance by the SRO Supervisor. In all cases, responding to incidents or conducting investigations will take precedence over delivery of presentations.
- As coordinated through the BCSO POC, the BCPSS POC, and approved by the principal, SROs may become involved in the school's curriculum as a guest lecturer through an elective course of instruction that may enhance the students' understanding of legal concepts and information about law enforcement. However, responding to incidents or conducting investigations will always take precedence over instructing in the classroom. Lesson plans for all formal organized presentations should be forwarded to the BCSO POC and the BCPSS POC for review and approval prior to presentation.
- SROs should make formal presentations to, or participate in, school and community-based organization meetings such as Parent Teacher Association meetings or School Community Coalitions on an as-needed basis. All such participation must be approved by the SRO's Supervisor. Similar requests to participate in focus groups, panel discussions, camps, mentoring programs, must be approved by the SRO's Supervisor. The BCSO POC, the BCPSS POC, and the SRO's supervisor should be kept informed of any such approved additional activities.
- Programs conducted in schools by other sections of the BCSO or law enforcement agencies should be coordinated with the BCPSS POC to avoid redundant services and ensure equitable distribution of such programs. The SRO should be notified in advance of any BCSO or other law enforcement activities scheduled for his or her assigned school.

c. Informal Mentor and Role Model

- Students often seek approval, direction, and guidance from adults in the school setting about various problems. Through formal and informal interaction with students, SROs serve as informal mentors and role models. SROs are expected to communicate clearly to students about acceptable and unacceptable behavior, to set a positive example in handling stressful situations and resolving conflicts, to show respect and consideration of others, and to express high expectations for student behavior. Students who may need additional assistance should be referred to a school-based resource.

## B. SRO SUPERVISORS

SRO Supervisors provide first line leadership and are tasked with specific duties, which include, but are not limited to:

1. Provide timely notifications to the BCSO POC and the BCPSS POC regarding matters related to BCPSS building safety and student safety.
2. At the request of a school principal, SRO supervisors should attend Parent Teacher Association meetings, on a case-by-case basis to discuss significant issues affecting the school community.
3. Provide supervision and assistance with problem solving and development opportunities for SROs.
4. Provide planning, budget, management, and agency leadership for the SRO Program.
5. Meet with their SROs on a continual basis at their schools to observe their performance of duty.
6. Meet with school principals before the start of, and throughout the school year.
7. Mitigate conflicts and/or clarify expectations in situations where there are ambiguous or overlapping policies or practices.
8. Ensure that their assigned SROs receive initial and relevant recurrent training.
9. Act as a resource to the BCSO and the BCPSS consistent with the BCPSS District-Wide Emergency Response Plan.
10. Ensure staffing for each school is provided in the event that the assigned SRO is absent.
11. Undergo training in trauma-engagement, restorative justice, cultural competence, mental health, and disability awareness. This training will be provided by BCSO staff.
12. Coordinate and collaborate with the BCSO POC and the BCPSS POC regarding all aspects of the SRO program.

## C. ASSISTANT SUPERINTENDENT OF SAFETY AND STUDENT SERVICES (BCPSS POC) AND SCHOOL PRINCIPALS' UNDERSTANDINGS AND DUTIES

1. The School Principal in conjunction with the BCPSS POC will serve as a POC for their individual campus. The BCPSS POC, as previously mentioned, will serve as the District point of contact. Both the school principal and the BCPSS POC will ensure the coordination of resources, responses, and effective information sharing/notification between all entities.
2. The School Principal and BCPSS POC will establish and maintain a working knowledge of, and adhere to, all laws, ordinances, and regulations of all appropriate government agencies, general orders, report writing manual, applicable personnel regulations, written policies, and procedural directives, as well as possess knowledge of school rules, regulations, and laws regarding student safety and conduct.
3. The School Principal and BCPSS POC will establish and maintain effective relationships with school personnel and appropriate agencies to ensure a continued commitment to keep schools safe for all students to reach their learning potential.
4. The School Principal and BCPSS POC will assist in developing policies, procedures, and training programs to enhance the professional development of the SROs and other school personnel.
5. It is the responsibility of the Principal to facilitate effective communication between the SRO and the school staff.
6. The Principal of the school should meet regularly with the assigned SRO. This meeting shall

- not be delegated to other administrative staff on a regular basis.
7. The School Principal and BCPSS POC should compile real-time data on all SRO actions to include but not be limited to arrests, field contacts, and all use of force events.
  8. School principals should review the SRO Program MOU annually and make sure that all staff are aware of school-specific operational and communication procedures that support the goals of the SRO program.
  9. The School Principal and BCPSS POC should understand that the SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the police officer's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All *criminal activity*, including but not limited to terroristic threats of violence or harm to the school or individuals at the school and firearm possession, that comes to the attention of the principal or school staff should be reported immediately to the SRO and the corresponding law enforcement agency.
  10. In an emergency situation, the school should call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency law enforcement agency number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
  11. Any criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. Consistent with the Release of Student Information provisions of this MOU, a subpoena or legal equivalent may be required and should be provided to the principal and/or school employee for any testimony requiring the disclosure of student records of the information contained therein.
  12. The school principal should provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband and/or safety equipment. The SRO will be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.
  13. Any computer provided and/or assigned to the SRO should be capable of running software applicable to the SRO's duties. School principals, or their school administrator designees, should furnish student record information to SROs only to the extent that school record information is: (1) Directly relevant to a criminal investigation in a matter that cannot be resolved through school disciplinary procedures, or (2) the SRO requires the information to protect the health or safety of a student or other person in an emergency situation, as described in the MOU under Health and Safety Emergency, or its equivalent replacement application; (3) any other applicable reason outlined and allowed under federal or state law. The BCPSS POC's should understand that the SRO may have access to other student record information only when needed in accordance with FERPA and in order to carry out their duties in the school environment and only as approved by the school principal.

## **PART V. OPERATIONAL PROCEDURES**

### **A. DIFFERENTIATING DISCIPLINARY MISCONDUCT FROM CRIMINAL OFFENSES**

1. School administrators and personnel are responsible for school discipline. Although SROs are expected to be familiar with the school code of student conduct, the rules of individual schools, and their application in day-to-day practice, SROs should generally not be involved with the enforcement of school rules or disciplinary infractions that are not violations of law. The consequences of student misconduct should be effective, developmentally appropriate, and fair.



Interventions and school sanctions should help students learn from their mistakes and address root causes of misconduct. School administrators should consider alternatives to suspensions and expulsions, and law enforcement officials should consider alternatives to involvement with the juvenile and criminal justice systems for student violations of law.

2. The principal or principal's designee and the SRO should use their reasoned professional judgment and discretion to determine whether SRO involvement is appropriate for addressing student conduct. In such instances the guiding principle is whether conduct rises to the level of criminal and delinquent conduct that (1) poses substantial harm to the physical well-being of another person or (2) is willful and malicious and causes substantial harm to the property of the school or (3) constitutes the taking of property of substantial value belonging to another with intent to permanently deprive the property owner of the property. The Parties acknowledge that it may be appropriate for school administrators, rather than the SRO, to deal with low-level offenses including but not limited to misdemeanor allegations of threats, assault and battery, larceny, receiving stolen property, and willful, malicious, or wanton destruction or injury to personal property. School staff should not ask an SRO to serve as a school disciplinarian or enforcer of school regulations.

## B. POLICE INVESTIGATION AND QUESTIONING

1. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action with students who may have information about criminal activity. However, the investigation and questioning of students, in a law enforcement capacity, during school hours or at school events regarding criminal activity in the community should be avoided unless immediate action is required to prevent an act of violence.
2. The interviewing of students, whether as suspects, victims, or witnesses, should be conducted privately in an office setting. SROs should take steps to ensure minimal intrusion into the educational experience of students being questioned in the school setting. SROs are responsible for leading the investigation and questioning of students related to suspected violations of criminal law. SROs should generally not be included in the investigation and questioning of students about student code of conduct violations that do not involve any criminal activity or risk of harm to self or others. School administrators are responsible for the investigation and questioning of students about violations of the code of conduct.
3. The SRO should comply with all applicable laws and regulations in regard to investigations involving criminal activity and the questioning of students.
4. In addition, the Parties acknowledge that BCPSS staff have the right to be present during *any* questioning of students, and each SRO should inform school administration before any such questioning takes place.
5. The principal or his designee should be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.
6. The SRO should inform the SRO Supervisor and the building Principal of any crime(s) or leads that come to the attention of the SRO. Likewise, the SRO should be kept advised of all investigations that involve students from his/her assigned schools.

## C. ARREST PROCEDURES

SROs are expected to be familiar with the school rules and their application with school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus law violations within the school should be discussed with the principal, the SRO Supervisor, the BCSO POC, and the BCPSS POC. This specifically

applies to general standards of conduct. The following procedures will be adhered to where arrest of students or staff becomes necessary:

1. Whenever practical, arrests of a student or staff member should be accomplished outside of school hours in order to not disrupt the educational process or school setting. Arrests that must occur during school hours or on school grounds should be compliant with all applicable laws and should be coordinated through the school administrator to minimize potential disruption. When circumstances do not allow for prior coordination through the school administrator, arrests will be reported to the school administrator as soon as possible.
2. Persons whose presence on school grounds has been restricted or forbidden, or whose presence is in violation of the law, should be arrested for trespassing.
3. The arrest of a student or member of the staff during school hours or on school grounds should be reported to the school principal as soon as practical if the principal is not present for the arrest.
4. After an arrest, the SRO will be responsible in the handling of arrest paperwork and transporting the arrestee (juvenile or adult).
5. Notification to Parents: the SRO, in conjunction with the principal, should take immediate steps to notify the juvenile's parent, guardian, or a responsible adult that the juvenile is in custody. SROs are expected to be familiar with school rules and their application within the school system.
6. Routine rules that can be handled administratively through the disciplinary process should not be handled as violations of law, but rather be referred to the principal for administrative action. Any questions related to the enforcement of rules versus laws within schools should be discussed with the principal, the SRO Supervisor, the BCSO POC and the BCPSS POC.

#### D. SEARCH AND SEIZURE

1. All searches should be conducted in accordance with the United States Constitution, state laws, and applicable BCPSS and BCSO policies and guidelines.
2. School officials may conduct searches of student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. (*New Jersey v. T.L.O.*, 469 U.S. 325 (1985)).
3. The SRO should not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches should be at the direction and control of the school official.
4. All searches should occur outside the presence of students and school staff, with the exception of school administrators present, unless there is a clear and immediate threat to physical safety.
5. Prior to entering the alternative school, all students and parents are required to complete an orientation session which includes an overview of the school rules and policies. Students are required to sign a contract which includes an agreement to be searched at the school with or without notice. Notice of the routine search requirement reduces the alternative school student's expectation of privacy and is an exception to the administrative search policy.

#### E. PHYSICAL INTERVENTION BY SRO

1. An SRO should not be involved in the physical restraint or seclusion of a student initiated by school staff unless there is imminent danger of serious physical harm to self or others as defined by Baldwin County School Board Policy and Procedures on the Use of Physical Restraint and Seclusion.
2. SROs may intervene to deescalate situations to prevent an act of violence.
3. Any physical restraint of a student by an SRO or school security officer should also be administered

- in accordance with that SRO's department policies and should be documented appropriately.
4. Physical intervention by SROs should be undertaken in accordance with policies and operational procedures of the BCSO and state law regarding physical intervention and use of force by a law enforcement officer.
  5. If an SRO is involved in the use of restraint or physical intervention, the action should be reported to the school administrator and the SRO's supervisor and the rationale for the action should be fully documented.
  6. SROs should be aware of the ALSDE's policies and guidelines on seclusion and restraint and related local school board policies and may attend training offered by the local school system on their use of seclusion and restraint by school personnel. However, SROs should continue to operate by the policies and operational procedures of the BCSO, their respective law enforcement agencies, and state law regarding physical intervention and use of force by a law enforcement officer.
  7. Additionally, if the SRO physically intervenes with a student, BCPSS and the BCSO or the respective law enforcement agency should coordinate to ensure that reasonable effort is made to inform the parents or legal guardians of such student on the same day as the occurrence of the physical intervention.

#### F. ADMINISTRATIVE HEARINGS

1. The SRO should attend suspension and/or expulsion hearings upon the request of the school principal. The officer should be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO should make available any physical evidence that is available. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.
2. The SRO should not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.
3. When a subpoena for official records, reports, or documents, for an administrative school hearing are received from a parent or outside third party by the BCSO or any other law enforcement agency that provides an SRO to the BCPSS, any action should be coordinated with the SRO supervisor, who will be prepared to brief the chain of command and Sheriff of the related case.

#### G. INFORMATION SHARING AND RELEASE OF STUDENT INFORMATION

1. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SRO. Each SRO should meet regularly with the assigned school principal(s) for the purpose of exchanging information about current crime trends, problem areas, cultural conflicts, or other areas of concern that may cause disruption at the school(s), or within the community. SROs should share reports of certain acts to school authorities when allowed and when it may impact the school day and school safety.
2. The release and sharing of student records is governed by Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, and its implementing regulations, 34 C.F.R. Part 99. Specifically, this is to include the following:
  - a. SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to FERPA. "School officials" may access and disclose student records only as authorized by FERPA.
  - b. Consent access. An SRO or other law enforcement officer may have access to a student's education records with written consent of the student's parent or legal

- guardian or of the student if the student is 18 years of age or older.
- c. SRO access. For purposes of access to student records, SROs may be considered "school officials with a legitimate educational interest" in reviewing information from student education records covered by FERPA, and may be provided student information as needed to carry out their duties related to the school environment, provided such SROs perform a function or service for which the school would otherwise use employees (e.g., maintaining the physical safety and security of the school) and comply with the use and re-disclosure requirements set forth in 34 C.F.R. § 99.33.
    - i. SROs may have access to (i) information on students in their assigned schools that include directory information and additional items needed to carry out their duties, such as class schedules, as approved by the school administrator, and (ii) directory information for all students in the school division.
    - ii. While, as noted above, SROs are always under the control of the BCSO or their respective municipal law enforcement agency, in carrying out their law enforcement duties, SROs will respect the confidentiality of student education records as other school officials would.
    - iii. BCSO understands that unless a FERPA exception applies that would permit disclosure to law enforcement by any school official (e.g., in the context of a health or safety emergency or in response to a subpoena), SROs will not share protected student record information with their respective law enforcement agency.
  - d. Health or Safety Emergency Exception. Pursuant to 34 C.F.R. § 99.36, in the event of an articulable and significant threat to the health or safety of a student or other individuals, school officials may disclose any information from student records to appropriate parties, including law enforcement officials, whose knowledge of the information is necessary to protect the health or safety of the student or other individuals. Law enforcement officials seeking access to records under the health and safety emergency exception should contact the student's school principal and must present sufficient information for the principal or their designee to make the determination that a health and safety emergency exists, within the requirements of FERPA. If the request is made outside of school hours when the school principal is not available, the request may be directed to BCPSS POCs, to coordinate a response. If student information is disclosed under this exception, the student's file should contain a description of the articulable and significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed.
  - e. SRO disclosure of law enforcement records. For purposes of access to student records, SROs may be provided student information as needed to carry out their duties related to the school environment. SROs may disclose law enforcement records created and maintained by the SRO for the purpose of maintaining the physical security and safety of the school or the enforcement of laws. Because law enforcement records are not student records, they are not subject to the disclosure requirements of FERPA.
3. Baldwin County Sheriff's Office access to BCPSS Information. BCSO officials who are not part of the SRO Program may have access to student record information without parent permission and consent only if the following conditions are met, and the BCPSS has reviewed and approved the request(s) for information:
    - i. BCPSS has designated the information as "directory information", and the parent or eligible student has not opted out of the disclosure; or
    - ii. The knowledge of student record information is needed to protect the health and safety of a student or other person in an emergency situation; or
    - iii. The BCPSS is presented with a search warrant or subpoena;
    - iv. Other valid court order requiring the release of student records: and/or

- v. Any other legally valid and applicable reason.
4. Directory Information items designated as "directory information" are determined by the BCPSS and are published in its Annual Notification each year. The information of students whose parents have opted out of the disclosure of such student information will be withheld. Directory information that may be disclosed to an SRO may include:
    - The student's name, including nickname(s)
    - Participation in officially recognized activities and sports
    - Height and weight if a member of an athletic team
    - Birth date
    - Attendance record, defined as beginning and end dates of enrollment, not daily record of attendance
    - Degrees, awards, and honors received
    - School and grade
    - Photographs and other images
    - Name of parent/guardian/individual with whom student lives
  5. When appropriate, and to the extent allowable by law, BCPSS should notify SROs of any special needs of a student involved in a school-based infraction that is not routine discipline in order to assist the SRO in recognizing and accommodating behaviors that may be manifestations of the student's disability.

**PART VI. RELEASE OF LAW ENFORCEMENT INFORMATION**

Consistent with the basic tenants of relationship between the school principal and the SRO, open communication is essential to effectiveness. SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This should be limited to that which directly relates to and contributes to the safety of the school environment. SROs should not make any official documents, reports, or records available to the school or its staff unless in compliance with applicable law.

**PART VII. MISCELLANEOUS**

- A. This policy represents mutually agreed goals and objectives of the Baldwin County Sherriff s Office and the Baldwin County Public School System for the School Resource Officer Program. This endeavor is a partnership between education and law enforcement to support a collaborative, problem solving approach to the epidemic growth of violence in schools. Regular meetings should be conducted between the BCSO, the BCPSS POC, the Legal Counsel's Office, and the Communications Department to support this partnership.
- B. This Memorandum of Understanding remains in force until such time as either party withdraws from the agreement by delivering a written notification of such rescission to the other party. It should be reviewed annually and amended at least once every two years, or at any time upon the request of any party and as necessary to meet the needs of the signatory agencies. This Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.
- C. Nothing in this Agreement shall be construed as a limitation on the powers, rights, authority, duty, and responsibilities conferred upon either Party under Alabama law.
- D. Liability. Each party is solely responsible for the act(s) and omission(s) of its own officers, employees, officials, agents, and representatives and each party maintains all defenses and affirmative defenses afforded under State and Federal law concerning immunity.

- E. In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.
- F. The failure of either party to enforce one or more provisions of this Agreement with respect to any particular breach shall not be deemed or construed to constitute a waiver of any other breach of this Agreement.
- G. This Agreement constitutes the entire understanding and agreement of the parties with respect to the subject matter contained herein and supersedes all prior agreements concerning the same subject matter, whether written or oral. This Agreement may be modified only by a writing signed by both parties.
- H. The parties may execute this Agreement in counterparts. The parties represent and warrant that each respective signatory is fully authorized to enter into and to execute this Agreement on behalf of the named party.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and year first stated hereinabove.

\_\_\_\_\_  
Huey Hoss Mack, Sherriff  
Baldwin County Sherriff's Office

\_\_\_\_\_  
Eddie Tyler, Superintendent  
Baldwin County Board of Education

\_\_\_\_\_  
Charles F. Gruber, Chairman  
Baldwin County Commission

**RESOLUTION NO. \_\_\_\_\_**

**WHEREAS**, the Governing Body of the City of Fairhope adopts an annual budget that approves line item expenses for the City of Fairhope General Fund and Utilities; and

**WHEREAS**, the City Council is desirous to make the expenditure process more efficient for City Staff, for the City Council, and for the City; and

**WHEREAS**, the City Treasury Department shall provide to the City Council a bi-monthly report of capital items budgeted and non-budgeted; and

**WHEREAS**, the City Council by adopting the attached proposed City of Fairhope Purchasing Policy Guidelines will streamline the process which will save time and money.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the attached proposed City of Fairhope Purchasing Policy Guidelines procedure is hereby approved for expenditures which will streamline the process which will save time and money; and the City Treasury Department shall provide to the City Council a bi-monthly report of capital items budgeted and non-budgeted.

**ADOPTED ON THIS 29TH DAY OF AUGUST, 2023**

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



**CITY OF FAIRHOPE PURCHASING POLICY GUIDELINES**  
**EXPENDITURES UNDER \$30,000 & \$100,000 (FOR PUBLIC WORKS PROJECTS)**

Expenditures under \$30,000; \$100,000 for Public Works projects are governed by the City of Fairhope's internal purchasing policies.

Purchase of goods and services for the COF require the issuance of a Purchase Order (PO) to the vendor.

A PO **CANNOT** be issued until the vendor has been established in the Purchasing Department's Vendor Registry Database. **No work is to be conducted by a Vendor prior to the issuance of a PO to the Vendor.** Please contact Purchasing Department if you would like a Vendor to be added to the COF Vendor Database.

In order to have a PO number assigned, a PO Requisition must be entered in MUNIS by the requesting department. Quotes, purchasing cooperative contracts (where applicable), green sheets (where applicable), and resolutions (where applicable) must be denoted and / or attached to the requisition. **All Requisitions over \$5,000** will be approved by the Treasurer. Once the Requisition is approved a PO can be issued.

Approval requirements vary for different expenditure thresholds. Requirements are as follows:

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 <b>NON</b> -Budgeted	Three	Treasurer/Mayor	<b>N/A</b>	<b>N/A</b>
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational <b>NON</b> -Budgeted	Three	Council	<b>Required</b>	<b>Required</b>
Gen Govt -\$5,001-\$30,000 Utilities - \$10,001-\$30,000	Operational Budgeted	Three	Treasurer	<b>N/A</b>	<b>N/A</b>
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	<b>N/A</b>	<b>N/A</b>
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	<b>Required</b>	<b>Required</b>
Professional Services Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	<b>Required</b>	<b>Required</b>

**\*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.**

**Certain utility purchases may not require bid or approval if they meet criteria below per Alabama Code Title 41. State Government 41-16-51**  
 Competitive bids for entities subject to this article shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:

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

**If an expenditure request needs to go to City Council for approval, a memo must be issued to the City Treasurer through the Purchasing Manager for the issuance of a green sheet. Memos must be issued to the Treasurer the Wednesday after the last Council meeting to get on the upcoming Council agenda.**

**A purchase, contract, etc. CANNOT be broken into several purchases to circumvent the law** (Reference Resolution No. 3873-20).

Purchases of "like" items totaling **over \$30,000** in a fiscal year **must be bid** and can only be approved by City Council.

PO value and invoice value must match. Invoices must reference PO number, contract number, project number, bid number, etc.

A bi-monthly report of capital items budgeted and non-budgeted will be provided to the Council by Treasury.

RESOLUTION NO. \_\_\_\_\_

**WHEREAS**, the South Alabama Regional Planning Commission (SARPC) plans to participate in the potential development of a Regional Resilience Plan for Mobile, Baldwin, and Escambia counties of Alabama;

**WHEREAS**, the National Oceanic and Atmospheric Administration (NOAA) announced a funding opportunity made possible by the Inflation Reduction Act titled, NOAA Climate Resilience Regional Challenge;

**WHEREAS**, this Grant Program focuses on collaborative approaches to achieving resilience in coastal regions and advancing NOAA's efforts to build Climate-Ready Coasts;

**WHEREAS**, SARPC plans to apply for these grant funds as the lead applicant on behalf of the counties and communities we serve throughout our Region with the support of our Region's primary coastal organizations and resource managers;

**WHEREAS**, the Vision of this group effort is to engage Mobile, Baldwin, and Escambia counties and their municipalities in the development of a Regional Resilience Plan;

**WHEREAS**, the Resilience Plan will address six themes which will be led by area experts: (1) Emergency Preparation; (2) Natural Environment Protection; (3) Renewable Energy and Energy Efficiency Changes; (4) Improved Health Outcomes; (5) Strengthening the Built Environment; and (6) Economic and Workforce Development;

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to write a letter on behalf of the City of Fairhope to support the South Alabama Regional Planning Commission's (SARPC) Grant Application to the NOAA Climate Resilience Regional Challenge on behalf of the communities across Southwest, mostly coastal, Alabama.

ADOPTED ON THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk



August 21, 2023

Sherry Sullivan  
Mayor

Mr. John F. Rhodes  
Executive Director  
South Alabama Regional Planning Commission  
110 Beaugard St # 207  
Mobile, AL 36602

*Council Members:*

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
Treasurer

Re: NOAA Climate Resilience Regional Challenge

Dear Mr. Rhodes:

On behalf of the City of Fairhope, I am writing to express support for the South Alabama Regional Planning Commission's (SARPC) application to the NOAA Climate Resilience Regional Challenge on behalf of the communities across Southwest, mostly coastal, Alabama. This grant provides an opportunity to work collaboratively across SARPC's Region of three counties and 29 municipalities who have more in common than not – especially as it relates to a changing climate and resilient infrastructure needs.

The City of Fairhope will greatly benefit from shared and collective decision-making on the following themes: emergency preparation; natural environment protection; renewable energy and energy efficiency changes; improved health outcomes; strengthening the built environment; and economic and workforce development. This grant opportunity supports the areas where our communities share similarities while allowing for improved problem solving across the areas where we are different from our neighbors, building better opportunities to work together.

Fairhope will benefit from strengthening communication lines with neighboring municipalities, developing agreements around expected changes to climate, economy, environment, and community, and then developing common goals to address those changes. Having an implementable plan to address resilience for the future also provides the most important tool in any municipality's arsenal – shovel ready projects based on a healthy and community engaged plan.

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

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

Sincerely,

A handwritten signature in black ink that reads "Sherry Sullivan". The signature is fluid and cursive.

Sherry Sullivan  
Mayor  
City of Fairhope

**RESOLUTION NO. \_\_\_\_\_**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council approves and adopts the recommendations of the Personnel Board and Department Heads to retitle positions, change pay grades; reclassify positions; and delete positions as follows:

<b>Positions</b>	<b>Department</b>	<b>Current Pay Grade</b>	<b>Change Pay Grade</b>
<b>Title Changes, Pay Grade Changes, Reclassify</b>			
Lead Electrician	Electric	8	10
Electrician	Electric	7	8
Chief Building Inspector	Building		10
Chief Electrical Inspector	Building	9	10
Fire/Safety Inspector	Building	7	9
Permit Technician/CRS Coordinator	Building	6	7
Station Control Technician	Police	9	8
Support Service Technician	Police		6
Parks Maintenance Worker	Recreation		7
<b>Deleted Positions and Title Changed Above</b>			
CFM Electrician	Electric	10	
Assistant Building Official	Building	13	
Beach Patrol Officer	Police	6	
Station Control Technician/Digital Forensic	Police	9	
Equipment Operator 1 - Recreation	Recreation	4	

ADOPTED THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

ATTEST:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

**Lisa A. Hanks, MMC**

---

**From:** Sherry Sullivan  
**Sent:** Friday, August 18, 2023 3:24 PM  
**To:** Lisa A. Hanks, MMC  
**Cc:** Jay Robinson; Kimberly Creech  
**Subject:** FW: August Minutes  
**Attachments:** Personnel Board Meeting Minutes August 2023.docx

Please add the following recommendations from the Personnel Board to the next agenda. All other approvals in the minutes will be added to the budget for consideration.

**Building Department**

Assistant Building Official, Retitle & change pay grade  
Increase pay grades of Chief Inspectors

**Police Department**

Station Control Technician, Retitle & Classification, budget neutral  
Support Service Technician, Retitle, budget neutral

**Electric**

Change Pay Grade of Electrician to 8, Budget Neutral  
Title Change from CMF Electrician to Electrician, Budget neutral  
Lead Electrician change pay grade to 10 from 8, budget neutral  
Create a Line Crew Chief Position, will include position in upcoming budget

**Recreation**

Change Equipment Operator 1(Grade 4) to Parks Maintenance Worker 1 (Grade 7) – Budget Neutral

Thanks,

Sherry Sullivan  
Mayor  
City of Fairhope  
251-990-0100



## High Priority- these 3 items need to be addressed ASAP at City Council

### 1. Change title of Assistant Building Official to Chief Building Inspector

### 2. Increase pay grades of Chief Inspectors

I would like to retitle the position of Assistant Building Official to Chief Building Inspector and change the pay grade from a Grade 13 to a Grade 10.

We currently have a Chief Electrical Inspector that is classified as a Grade 9, however that is the same grade as an entry Building Inspector even though it is a Senior position. Based on the job responsibilities it should be classified at least 1 pay Grade higher than the entry Building Inspector. Retitling the position from Assistant Building Official to Chief Building Inspector is consistent with how other Departments in the County are organized. Neither Gulf Shores or Orange Beach have an Assistant Building Official, they call their positions either Senior or Chief Inspectors.

As a comparison, I contacted several other jurisdictions in Baldwin County and received information on their pay scales in descending order from highest to lowest, the information from their respective Comp Studies are attached:

City	Title	Low	Mid Point	High
Gulf Shores	Senior Building Inspector	\$61,660.58	\$77,075.00	\$92,490.88
Baldwin County	Building Inspector III	\$50,980.80	\$67,267.00	\$83,532.80
Orange Beach	Chief Building Inspector	\$58,700.00	70,170.00	\$81,640.00
Fairhope (Current)	Chief Inspector (Grade 9)	\$41,910.00	\$57,089.76	\$77,772.24
Fairhope (Request)	Chief Inspector (Grade 10)	\$46,934.16	\$63,947.52	\$87,097.92

### 3. Create job description for Building and Fire Plans Examiner

In reviewing current workload and the areas in which we are lacking, I would like to create the position of Building and Fire Plans Examiner at a Grade 11. Due to the current workload and staffing we are struggling very hard to keep up and perform our duties in a timely manner. We are currently running several weeks to review and approve building plan for issuance because other than me we do not have anyone that has the time or proper qualifications to handle this duty.

## These 2 items can be addressed in FY 2024 budget approval

### 1. Increase pay grade of Fire Safety Inspector from Grade 7 to Grade 9

I would like to request that the pay grade for the Fire Safety Inspector be changed from a Grade 7 to a Grade 9. I noticed the Grade given to the Fire Inspector position was 2 Grades lower than the entry Building Inspectors when the Compensation Study was originally published. However, at the time I decided to wait until I had additional items to present to the Personnel Board before I brought the request for a change.

Fairhope is unique in that we have a volunteer Fire Department, so the Fire Safety Inspector is assigned to the Building Department and not the Fire Department. As such, we are missing most of the Fire Service positions that most other cities have in their Comp Studies, as Fairhope just have a Fire Maintenance Tech and Fire Maintenance Coordinator. The Fire Safety Inspector has as much, or more, authority and responsibility as the Building Inspector position and should rightfully be classified at minimum in the same pay Grade as the Building Inspectors.

As a comparison, I contacted several other jurisdictions in Baldwin County and received information on their pay scales in descending order from highest to lowest, the information from their respective Comp Studies are attached:

City	Title	Low	Mid Point	High
Gulf Shores	Fire Inspector	\$62,618.97	\$78,273.71	\$93,928.45
Orange Beach	Fire Inspector	\$58,760.00	\$70,020.00	\$85,280.00
Baldwin County	No equivalent position			
Fairhope (Current)	Fire Inspector (Grade 7)	\$33,415.20	\$45,514.56	\$62,003.76
Fairhope (Request)	Fire Inspector (Grade 9)	\$41,910.00	\$57,089.76	\$77,772.24

### 2. Increase pay grade of CRS Coordinator/ Permit Technician from Grade 6 to Grade 7

In reviewing the current compensation study, the pay grades of both the Permit Technician (entry level) and CRS Coordinator/ Permit Technician (more Senior level with greater responsibilities) are both at a Grade 6. I would like to revise the CRS Coordinator/ Permit Technician to a Grade 7 to take into the account the increased responsibility that come with the position.

City of Fairhope  
Compensation Study - Pay Grades

GRADE	JOB TITLE	MINIMUM	MIDPOINT	MAXIMUM	HOURLY MIN	HOURLY MID	HOURLY MAX
Grade 6		\$ 29,833.44	\$ 40,644.24	\$ 55,364.40	\$ 14.34	\$ 19.54	\$ 26.62
	Accounts Payable Specialist						
	Beach Patrol Officer						
	Carpenter II						
	Customer Service Rep II						
	Directional Drill Operator						
	Engineering Technician						
	Equipment Operator II						
	Front Desk Coordinator						
	Gas Inspector						
	Groundman						
	Line Locator						
	Mechanic-Clerk						
	Meter Reader II						
	Museum Assistant						
	Painter						
	→ Permit Technician						
	→ Permit Technician/CRS Coordinator						
	Police Records Clerk						
	Preventive Maintenance Technician						
	Tennis Center Assistant						
	Volunteer Outreach Coordinator						
	Warehouse Supply Clerk						
	Water Service Technician						
Grade 7		\$ 33,415.20	\$ 45,514.56	\$ 62,003.76	\$ 16.07	\$ 21.88	\$ 29.81
	Administrative Assistant						
	Animal Control Officer						
	Assistant Marina Manager						
	Code Enforcement Officer						
	Community Outreach and Comm Specialist						
	Corrections Officer						
	Dispatcher						
	Electrician						
	Facilities Maintenance Technician						
	Field Audit Technician						
	→ Fire Safety Inspector						
	Fire Station Maintenance Tech						

Erik Cortinas, CBO, CFM, LEED AP

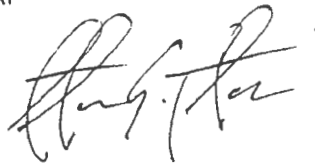
Building Official

City of Fairhope, Alabama

[erikc@fairhopeal.gov](mailto:erikc@fairhopeal.gov)

251-990-0141

251-378-1821 (personal cell)





# CITY OF FAIRHOPE

## JOB DESCRIPTION

Job Title: Chief Building Inspector

Department: Building Department

FLSA: Grade: 10  
Safety Sensitive: Yes  
Security Sensitive: No

Job Description Prepared: May 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports to: Building Official

Subordinate Staff: None

Internal Contacts: All Departments; All Employees

External Contacts: General Public; Builders; Architects; Engineers; Vendors; Electric Contractors; Alabama Building Commission; International Code Council (ICC); National Fire Protection Association (NFPA)

### Job Summary

Under the general supervision of the Building Official, the employee primarily inspects building, plumbing, mechanical, and energy code installations during all phases and types of construction for conformity with City codes, the International Code series, National Fire Protection Association (NFPA), and other associated codes and standards. The employee approves or disapproves installations and certifies approved installations; reviews plans, drawings, and specifications for proposed construction to ensure compliance with adopted codes and standards. The employee communicates with architects, engineers, and contractors to correct deficiencies and ensure compliance. The employee also investigates complaints involving hazardous or dilapidated electrical systems or installations and works with parties involved to resolve the problems. The

**ESSENTIAL FUNCTION: Building Department Operations. Employee performs plan review, administrative, and other functions to support the efficient operation of the department.**

1. Prepares reports on each inspection, noting type of inspection, approvals and corrections required.
2. Leaves copy of inspection report with owner/contractor and provides a copy to the Building Department to be filed.
3. Follows up on required corrections to ensure compliance.
4. Reviews electrical drawings and specifications with Building Department.
5. Acts as a liaison to electric utility companies, Public Works department and the public.
6. Approves or requires revised drawings prior to issuance of permit.
7. Represents the Department at public hearings, meetings, or court proceedings.
8. Performs field inspections to evaluate dangerous or condemned buildings and coordinates with City Departments and outside contractors for the repair or removal of these structures.
9. Performs departmental administrative duties and referred tasks as required.
10. Responds to emergency calls during hurricanes, inclement weather, or other emergency situations.

**NON-ESSENTIAL FUNCTION:**

Performs other job-related duties as required or assigned.

**Knowledge, Skills and Abilities**

(\* Can be acquired on the job)

1. \*Knowledge of City rules, regulations, policies, and procedures.
2. Thorough knowledge of the International Code Series and related standards.
3. Knowledge of the building, mechanical, plumbing, electrical and energy codes, and ordinances.
4. Knowledge of building inspection processes and procedures.
5. Knowledge of current building construction methods, materials, tools, and equipment.
6. Knowledge of state contractor licensing laws, federal and state environmental laws, and applicable state or federal laws governing the construction industry.
7. Communication skills to effectively communicate internally and externally, both orally and in writing.
8. Reading skills to comprehend work orders plans, blueprints, specifications, wiring diagrams, technical manuals, and related material.

## Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g., working at great heights under extreme weather conditions, or similar situations where conditions cannot be controlled.

## Gayle Fogarty

---

**From:** Stephanie Hollinghead  
**Sent:** Monday, August 7, 2023 2:34 PM  
**To:** Gayle Fogarty  
**Subject:** job description for August 17th meeting.  
**Attachments:** Station Control\_Fairhope\_August2023.docx; Support Service Technician\_Fairhope\_August2023.docx

Good Afternoon Gayle

Can you forward these to the Personnel Board for review?

The attached job description for Station Control is being submitted to be added to the list of Job Descriptions. We currently have a job description for Station Control Technician/Digital Forensic. The person who currently has this position does not possess the Digital Forensic background that the last person in the position did. Essential the job description is the same minus the digital forensic duties.

The Support Service Technician job description is to essentially rename the current job description for Beach Patrol Officer.

*Chief Stephanie Hollinghead*

Fairhope Police Department

251-928-2385

[Stephanie.hollinghead@fairhopeal.gov](mailto:Stephanie.hollinghead@fairhopeal.gov)

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# CITY OF FAIRHOPE

## JOB DESCRIPTION

Job Title: Station Control Technician

Department: Police Department

FLSA: Grade: 8  
Safety Sensitive Job: Yes  
Security Sensitive Job: Yes

Job Description Prepared: August 2023

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

### Relationships

Reports to: Lieutenant - Investigations

Subordinate Staff: None

Internal Contacts: Magistrate; Fleet Maintenance; City Accounting; City Clerk

External Contacts: General Public; Attorneys; District Attorney; Other Law Enforcement Agencies; Alabama Law Enforcement Agency (ALEA); Alabama Department of Forensics; Court Clerk; Courts; National Crime Information Center (NCIC)

### Job Summary

Under the general supervision of the Lieutenant - Investigations, the employee is responsible for the identification, collection, analysis, and retention of digital evidence for criminal investigations. The employee provides technical guidance and assistance to investigators to prevent data and equipment damage and loss of evidence. The employee is also responsible for maintaining the inventory of all Department equipment. The employee coordinates for the maintenance and repair of Department vehicles and equipment. The employee maintains the City video surveillance equipment and copies videos of evidentiary value to various formats. The employee is responsible for maintaining the integrity of the evidence/property vault; receiving evidence, seized vehicles, and recovered and abandoned property into custody. Employee provides

testimony in courts of law. The work requires a high level of accuracy and requires a high degree of responsibility and judgement in working with the public. The employee refers unusual situations and problems to the supervisor. This job is considered safety-sensitive and is subject to pre-employment background check and random drug screens.

### Essential Functions

**ESSENTIAL FUNCTIONS:** The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation.

**ESSENTIAL FUNCTION: Property and Equipment Control and Management.** Employee maintains an accurate inventory of all equipment owned and/or used by the Police Department.

1. Keeps accurate records of issuance and return of equipment.
2. Receives service requests from Department personnel concerning damaged or inoperative equipment; troubleshoots the issue and replaces or repairs equipment as appropriate.
3. Performs routine maintenance on Department equipment within individual abilities and schedules service technicians to conduct services beyond individual capabilities.
4. Schedules maintenance of vehicle equipment, including graphics, radios, and emergency signaling devices.
5. Obtains quotes for repairing Department vehicles after accidents.
6. Maintains video equipment mounted in patrol vehicle and schedules maintenance.
7. Maintains computers used for storing/downloading video data.
8. Receives request for copies of videos and makes copies as needed.
9. Assists in programming patrol vehicle emergency light packages.
10. Trains personnel in the use of in-car video equipment.
11. Remains aware of emerging technologies for the Department.
12. Maintains the keys to offices in the building.
13. Maintains the City's video surveillance systems and access control.
14. Assists the Police Chief with budget inputs for vehicles and equipment.

**ESSENTIAL FUNCTION: Evidence Management and Control. Processes, maintains, and safeguards evidence obtained during investigations and lost property.**

1. Maintains the integrity of the evidence vault by ensuring only primary custodian, alternate custodian, and Police Chief are allowed access.
2. Receives evidence and lost property from officers or vault drop; maintains storage for safekeeping.
3. Packages evidence for proper storage.

4. Conducts periodic inventories and audits of evidence vault.
5. Maintains evidence logbook and computer tracking of items.
6. Maintains proper chain of custody on all evidence.
7. Ensures chain of custody is not broken or incomplete.
8. Accounts for evidence signed in and out for examination and use in court proceedings.
9. Transports evidence to/from forensics laboratory as needed.
10. Delivers evidence to officers when appropriate for processing or court.
11. Inventories and documents destruction of evidence that is due for disposal.
12. Destroys expired evidence in accordance with Department and state procedures.
13. Processes return of evidence to rightful owners after investigation/case is closed.
14. Handles found property according to established procedures.
15. Ensures all property releases comply with guidelines provided by state law, court decisions, and opinions of the Alabama Attorney General.
16. Prepares donations of unused, unclaimed evidence.
17. Conducts research on ownership of property and returns or disposes in accordance with regulations, statues, and court procedures
18. Makes computer entries and prepares reports.
19. Copies videos to various formats as needed for court or internally.
20. Travels to crime scenes to retrieve evidence from investigators.

**NON-ESSENTIAL FUNCTION:**

Performs other job-related duties as required or assigned.

**Knowledge, Skills and Abilities**

(\* Can be acquired on the job)

1. \*Knowledge of City rules, regulations, policies, and procedures.
2. \*Knowledge of the standard operating procedures (SOPs) utilized by the Police department.
3. \*Knowledge of major roadways and location of various governmental offices located within the City.
4. \*Knowledge of federal and state laws and local ordinances pertinent to civil and criminal law enforcement practices.
5. Knowledge of proper evidence handling procedures and techniques.
6. Knowledge of evidence accounting and storage procedures.
7. Knowledge of general criminal justice system.
8. Knowledge of specialized law enforcement computer applications and systems including NCIC and AlaCOP.
9. Knowledge and understanding of administrative processes and the workings of a police station.

10. Knowledge of safety rules including accident causation and prevention.
11. Communication skills to effectively communicate internally and externally, both orally and in writing.
12. Verbal skills to effectively communicate with supervisor, colleagues, elected officials and the general public.
13. Reading skills to understand and interpret laws and ordinances, manuals, directives, procedures, and instructions.
14. Writing skills to develop professional letters, reports, and other materials using correct English, grammar, punctuation, and spelling.
15. Math skills to perform basic calculations (add, subtract, multiply, divide) to maintain and reconcile accounts and balances.
16. Computer skills to effectively create documents and enter account information.
17. Ability to use computers and office productivity software.
18. Ability to use standard office equipment and multi-line telephones.
19. Ability to accurately handle and account for monies and other evidence in ongoing cases.
20. Ability to organize and prioritize work.
21. Ability to multi-task, with regular interruptions.
22. Ability to work independently or as part of a group.
23. Ability to maintain accurate and concise records and files.
24. Ability to work in sensitive environments, under very close public scrutiny, and still maintain professional demeanor and promote positive department image.
25. Ability to talk calmly, effectively and without emotion with belligerent, upset and incoherent citizens.
26. Ability to use a multiline telephone and two-way radio.
27. Ability to handle upset or irate individuals.
28. Ability to handle dynamic situations in a calm and courteous manner and make appropriate decisions in response to unusual and/or difficult situations.
29. Ability to analyze situations, make sound decisions quickly and effectively.
30. Ability to pay attention to details.
31. Ability to drive.

### Minimum Qualifications

1. Minimum of 3 year (preferred) of work experience dealing with property and support management; experience in criminal justice system is desired; or any combination of education, training and experience that demonstrates the above listed knowledge, skills, and abilities commensurate with the requirements of this job.
2. Possess a current and valid driver's license; must be insurable.
3. Ability to obtain and maintain National Crime Information Center (NCIC) and Alabama Communications and Operations Portal (AlaCOP) certifications.



4. Ability to complete Evidence Collection/Processing training.
5. Ability to work non-standard hours.
6. Ability to travel for training.
7. Ability to pass a pre-employment background check and an initial drug screen.

### Physical Demands

The work requires some physical exertion such as long periods of standing; walking over rough, uneven, or rocky surfaces; recurring bending, crouching, stooping, stretching, reaching, or similar activities; recurring lifting moderately heavy items such as record boxes. The work may require specific, but common, physical characteristics and abilities such as above-average agility and dexterity.

### Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g., working under extreme weather conditions, subject to physical attack, or similar situations where conditions cannot be controlled.

RESOLUTION NO. \_\_\_\_\_

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council finds that improved water distribution systems in and around the City of Fairhope serve a valuable public purpose; and the City Council desires a water connection project between Daphne Utilities and Fairhope Utilities.

The water connection project aims to establish a seamless linkage between Daphne Utilities and Fairhope Utilities, enhancing the overall water distribution network and ensuring a reliable supply for both communities.

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council authorizes Mayor Sherry Sullivan to enter into a contract with Daphne Utilities for a Water Connection Project with an estimated cost of \$35,873.20 to enhance water distribution reliability and increase community resilience.

Adopted on this 29th day of August, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

## Memo

**To:** Scott Polk  
General Manager  
Daphne Utilities

**From:** Bobby Purvis  
Operations Manager  
Daphne Utilities

**Date:** August 17, 2023

**Subject:** Water Connection Proposal between Daphne Utilities and Fairhope Utilities

I am proposing a water connection project between Daphne Utilities and Fairhope Utilities. The purpose of this memo is to outline the pricing structure for the project, broken down into parts, pipes, and contractor pricing.

**Project Overview:** The water connection project aims to establish a seamless linkage between Daphne Utilities and Fairhope Utilities, enhancing the overall water distribution network and ensuring a reliable supply for both communities.

### Pricing Breakdown:

#### 1. Parts

ITEM	QUANTITY	UNIT PRICE	TOTAL PRICE
6" DUCTILE PIPE	40 FEET	\$32.89	\$ 1,315.60
Bunker Assembly	1	\$15,712.00	\$15,712.00
6" turbo meter	1	\$5,000.00	\$ 5,000.00
Hot taps Assembly	2	\$3,422.80	\$ 6,845.60

#### 2. Contractor

Labor (Installation)	2 – 8 hour days	\$ 7,000.00
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**Total Project cost \$35,873.20**

Please note that the above prices are estimates and subject to change based on final project requirements and market conditions. Additionally, the project timeline, including start and completion dates, will be discussed, and finalized upon approval of this proposal. Based on the urgency of this project, restoration of the street would be the responsibility of Fairhope Utilities.

**LOCATION: Seacliff Dr at Main St.**



This water connection project will significantly benefit Daphne Utilities and Fairhope Utilities by enhancing water distribution reliability and increasing community resilience. I look forward to discussing this proposal further and addressing any questions or concerns you may have.

Don't hesitate to contact me to discuss this proposal in detail.

Thank you for considering this vital project.

Sincerely,

Bobby Purvis  
Daphne Utilities

RESOLUTION NO. \_\_\_\_\_

**RESOLUTION ADOPTING TRANSPORTATION PLAN  
PURSUANT TO THE REBUILD ALABAMA ACT**

**WHEREAS**, the 2019 Alabama legislature in Act. No. 2019-2 adopted the Rebuild Alabama Act; and

**WHEREAS**, the Rebuild Alabama Act provides for an allocation among the municipalities of the state on the basis of the ratio of population of each municipality to the total population of all municipalities of the state a portion of the additional taxes levied under the Act to be used for transportation infrastructure, improvement, preservation, and maintenance; and

**WHEREAS**, the Act provides that the municipal governing body of the City of Fairhope shall adopt an annual Transportation Plan no later than August 31st which shall provide a detailed list of projects for which expenditures are intended to be made in the next fiscal year and shall be based upon an estimate of the revenues anticipated from the fund in which the additional revenue is deposited during the next fiscal year; and

**WHEREAS**, the Act further provides that any such funds shall be used only for the maintenance, improvement, replacement, and construction of roads maintained by the City of Fairhope and such other uses as are defined in the Act.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City of Fairhope estimates that its anticipated allocation from the Rebuild Alabama Act fund for the Fiscal Year 2024 will be approximately \$160,000.00 to be used for street maintenance, improvement, replacement and construction of roads within the City of Fairhope, with the increasing allocations for each discal year thereafter.

DULY ADOPTED THIS 29TH DAY OF AUGUST, 2023

\_\_\_\_\_  
Jay Robinson, Council President

Attest:

\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

Rebuild Alabama Act - COF Transportation Plan - Prioritized Road Paving and Improvement List



**City of Fairhope**  
**Department of Public Works**  
**Master Road Resurfacing List - August 2023**

LEGEND:	
Road Segments Resurfaced During - FY2019 Budget Year	
Road Segments Resurfaced During - FY2020 Budget Year	
Road Segments Resurfaced During - FY20122 Budget Year	
Road Segments Targeted for Resurfacing - FY2023 Budget Year	

Rank	Street Segment Name	From	To	Length	Width	Class	Striped	Curb/ Gutter	Reqd. Milling	Estimated Cost Per L.F.	Total Paving Cost	Cracking	Utility & Patching	Asphalt Score	Mult	Overall Score	Status
1	County Rd 13	S City Limits	Morphy	10,680	22	CST	Yes	No	Select	\$32.50	\$347,100.00	Yes	Yes	4.25	0.60	2.55	Current
2	Liberty Street	Laurel Ave	George St	4162	20	RTS	No	Yes/No	Select	\$35.00	\$145,670.00	Yes	Yes	3.75	0.80	3.00	Current
3	Section St	Fels Ave	Gayfer	5,000	Varies	CST	Yes	Yes/No	Yes	\$150.00	\$750,000.00	Yes	Yes	5.00	0.60	3.00	Current
4	Pine (One Way Conv)	Bancroft	Section	250	Varies	CST	Yes	Yes	Yes	\$1,000.00	\$250,000.00	Yes	Yes	5.50	0.60	3.30	Current
5	Equality (One Way Co	Bancroft	Section	250	Varies	CST	Yes	Yes	Yes	\$250.00	\$62,500.00	Yes	Yes	5.50	0.60	3.30	Current
6	Idlewild Blvd	Fairhope	To new	1350	Blvd	RTS	No	Yes	?	\$42.50	\$57,375.00	Apron	Yes	5.20	0.80	4.16	Current
7	Nichols Ave	Greeno	S Summit	6365	20	RTS	Yes	Yes/No	Yes	\$35.00	\$222,775.00	Yes	Yes	5.50	0.80	4.40	Current
8	Bay Meadows Ave	SR181	Thompson Ha	2600	20	RTS	Yes	No	Select	\$32.50	\$84,500.00	Yes	Yes	5.50	0.80	4.40	Current
9	Club House Dr	Honours	Club House C	350	20	RTS	No	Yes	?	\$35.00	\$12,250.00	Alligator	Yes	6.00	0.80	4.80	Current
10	Bayview (3)	Fairhope	Magnolia	500	20	RTS	No	No	No	\$35.00	\$17,500.00	Yes	Yes	6.20	0.80	4.96	Current
11	St. James	S Church St	S Bayview St	1100	20	RTS	Yes	No	Yes	\$35.00	\$38,500.00	Yes	Yes	6.20	0.80	4.96	Current
12	Founders Dr	Manley Rd	CR44	2660	20	RTS	No	Yes	Yes	\$35.00	\$93,100.00	Yes	Yes	6.20	0.80	4.96	Current
13	Bayview (4)	Magnolia	North End	2400	20	RTS	No	No	Yes 1"	\$35.00	\$84,000.00	Yes	Yes	6.25	0.80	5.00	Current
14	Blue Island	Fairhope	Gayfer	2840	20	RTS	No	Yes	Yes	\$35.00	\$99,400.00	Yes	Yes	6.25	0.80	5.00	Current
15	Summit (4)	Morphy	Fels	320	20	RTS	No	No	No	\$27.50	\$8,800.00	Alligator	Yes	6.40	0.80	5.12	Current
16	Beaver Dam	Clubhouse Dr	N. Dr	1680	20	RTS	No	Yes	?	\$35.00	\$58,800.00			6.50	0.80	5.20	Current
17	Bayview (1)	Nichols	Fels	1060	20	RTS	No	Y-Some	Select @ C	\$35.00	\$37,100.00	Trans	Yes	6.50	0.80	5.20	Current
18	North Creek Cir	Club House	Cul-de-Sac	300	20	RAS	No	Yes	Yes	\$35.00	\$10,500.00	Cul-de-sac		4.50	1.20	5.40	Current
19	Cedar Pt	Club House	End	790	20	RAS	No	Yes	?	\$35.00	\$27,650.00			4.50	1.20	5.40	Current
20	Boise Ln	Magnolia	Atkinson	310	12	RAS	No	No	Select	\$27.50	\$8,525.00	Some	Yes	4.50	1.20	5.40	Current
21	(ADA) Hospital	Res Access	All	1300	20	RAS	No	No	No	\$55.00	\$71,500.00	Yes	Yes	4.50	1.20	5.40	Current
22	(ADA) Coleman	Res Access	All	1100	20	RAS	No	No	No	\$55.00	\$60,500.00	Yes	Yes (lots)	4.50	1.20	5.40	Current
23	Royal Ln	Idlewild	Windmill	4000	20	RTS	No	Yes	?	\$35.00	\$140,000.00			7.00	0.80	5.60	Current
24	North Dr	Beaver Dam	North Cir	2200	20	RTS	No	Yes	?	\$30.00	\$66,000.00			7.00	0.80	5.60	Current
25	Chestnut Ridge	Club House	End	1000	20	RAS	No	Yes	?	\$30.00	\$30,000.00		Yes	5.00	1.20	6.00	Current
26	Oak Bend Ct	South	Cul-de-Sac	940	20	RAS	No	Yes	?	\$30.00	\$28,200.00	Trans Long	Yes	5.50	1.20	6.60	Current
27	High Pine Ridge		South	1300	20	RAS	No	Yes	?	\$30.00	\$39,000.00			5.50	1.20	6.60	Current
28	Pinecrest Ln	S Church St	Pomelo St	1400	20	RAS	No	Yes	Yes	\$35.00	\$49,000.00	Yes	Yes	5.50	1.20	6.60	Current
29	Audubon PL	N Ingleside	N Ingleside	1300	20	RAS	No	Yes	Yes	\$35.00	\$45,500.00	Yes	Yes	5.50	1.20	6.60	Current
30	Falls Creek St	Gayfer Ext	Gayfer Ext	2500	20	RAS	No	Yes	Select	\$35.00	\$87,500.00	Yes	Yes	5.50	1.20	6.60	Current
31	Clubhouse Dr	Intersection	Cedar Point	100	Varies	RAS	No	Yes	Select	\$120.00	\$12,000.00	Yes	Yes	5.50	1.20	6.60	Current
32	Oswalt St	Nichols Ave	Fels Ave	1000	20	RAS	No	No	No	\$35.00	\$35,000.00	Yes	Yes	5.50	1.20	6.60	Current
33	Anderson Ln	Young	West End	275	12	RAS	No	No	Leveling	\$30.00	\$8,250.00			6.00	1.20	7.20	Current
34	(ADA) Pleasant	Res Access	All	1300	20	RAS	No	No	No	\$55.00	\$71,500.00	Yes	Yes	6.00	1.20	7.20	Current
35	(ADA) Michigan	Res Access	All	1100	20	RAS	No	No	No	\$55.00	\$60,500.00	Yes	Some	6.00	1.20	7.20	Current
36	Cliff Dr	George St	S Mobile St	1530	20	RAS	No	No	No	\$35.00	\$53,550.00	Yes	Yes	6.20	1.20	7.44	Current
37	Old Mill	Club House	South	2980	20	RAS	No	Yes	?	\$30.00	\$89,400.00			6.50	1.20	7.80	Current
38	North Cir	N Dr	N Dr	1430	20	RAS	No	Yes	?	\$30.00	\$42,900.00			7.00	1.20	8.40	Current

Rebuild Alabama Act - COF Transportation Plan - Prioritized Road Paving and Improvement List - 2019 - Current



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Department of Public Works  
Master Road Resurfacing List - August 2023

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32	Oswalt St	Nichols Ave	Fels Ave	1000	20	RAS	No	No	No	\$35.00	\$35,000.00	Yes	Yes	5.50	1.20	6.60	Current
33	Anderson Ln	Young	West End	275	12	RAS	No	No	Leveling	\$30.00	\$8,250.00			6.00	1.20	7.20	Current
34	(ADA) Pleasant	Res Access	All	1300	20	RAS	No	No	No	\$55.00	\$71,500.00	Yes	Yes	6.00	1.20	7.20	Current
35	(ADA) Michigan	Res Access	All	1100	20	RAS	No	No	No	\$55.00	\$60,500.00	Yes	Some	6.00	1.20	7.20	Current
36	Cliff Dr	George St	S Mobile St	1530	20	RAS	No	No	No	\$35.00	\$53,550.00	Yes	Yes	6.20	1.20	7.44	Current
37	Old Mill	Club House	South	2980	20	RAS	No	Yes	?	\$30.00	\$89,400.00			6.50	1.20	7.80	Current
38	North Cir	N Dr	N Dr	1430	20	RAS	No	Yes	?	\$30.00	\$42,900.00			7.00	1.20	8.40	Current
39	Bayou Dr	Fairwood	Section	1540	25	CST	Yes	Yes	Yes	\$46.03	\$70,886.20	Yes	Yes	3	0.60	1.80	FY2023
40	Honey Baked Alley	Bancroft	West End	175	20	RTS	No	No	No	\$68.12	\$11,921.00	Yes	Yes	2.5	0.80	2.00	FY2023
41	Windmill Rd	SR181	Thompson Ha	2565	18.5	RTS	Yes	No	No	\$32.55	\$83,490.75	Yes	Yes	3	0.80	2.40	FY2023

42	White Ave	S Bayview St	S Mobile St	770	20	RTS	No	Yes	Yes	\$51.85	\$39,924.50	Yes	Yes	3	0.80	2.40	FY2023
43	White Ave	Section St	S Bayview St	2782	20	RTS	No	Yes	Yes	\$35.96	\$100,040.72	Yes	Yes	3	0.80	2.40	FY2023
44	Quail Creek Dr	Neighborhood	SR181	2210	24	RTS	Yes	Yes	Yes	\$51.47	\$113,748.70	Yes	Yes	3	0.80	2.40	FY2023
45	Haver Ln	Pecan Ave	Cul-De-Sac	170	20	RAS	No	Yes	No	\$65.05	\$11,058.50	Yes	Yes	2.5	1.20	3.00	FY2023
46	Pecan Bldg Parking	Parking	Pecan Ave	205	205	COF	Yes	No	No	\$347.82	\$71,303.10	Yes	Yes	3	1.05	3.15	FY2023
47	City Hall/CC Parking	Parking	N Section St	287	287	COF	Yes	Yes	No	\$414.33	\$118,912.71	Yes	Yes	3	1.05	3.15	FY2023
48	Riveroaks Dr	Boothe Rod	Destrehan	1200	20	RAS	No	Yes	Select	\$47.35	\$56,820.00	Yes	Modest	3.50	1.20	4.20	FY2023
49	Sagebrush Loop	Oakwood Ave	Oakwood Ave	780	20	RAS	No	Yes	Select	\$24.34	\$18,985.20	Yes	Modest	3.80	1.20	4.56	FY2023
50	Oakwood Ave	Riveroaks Dr	Riveroaks Dr	2900	20	RAS	No	Yes	Select	\$24.34	\$70,586.00	Yes	Modest	3.80	1.20	4.56	FY2023
51	Driftwood Ave	Oakwood Ave	Riveroaks Dr	1050	20	RAS	No	Yes	Select	\$24.34	\$25,557.00	Yes	Modest	3.80	1.20	4.56	FY2023
52	Sea Cliff	County maint	To end	2220	20	RTS	Yes	Yes	Yes	\$39.57	\$87,845.40		Some utility	6.50	0.80	5.20	FY2023
53	Intersection Repair	Bishop	Morphy	30	30	CST	No	No	Yes	\$105.00	\$3,150.00	NewFY19	NewFY19	8.5	0.60	5.10	Paved 19
54	Intersection Repair	Edwards Ave	Simon St	30	30	RTS	No	No	Yes	\$105.00	\$3,150.00	NewFY19	NewFY19	8.5	0.80	6.80	Paved 19
55	South Church	Fig	Nichols	2620	20	RTS	Dbl Yellow	Partial	Yes	\$44.30	\$116,066.00	NewFY19	NewFY19	8.5	0.80	6.80	Paved 19
56	Comm. Park Alley	Middle St	Nichols Ave	906	16	CTS	No	No	No	\$29.61	\$26,826.66	NewFY19	NewFY19	8.5	0.80	6.80	Paved 19
57	Jan	Patlynn	Fairwood	1400	20	RTS	No	Yes	Yes	\$38.63	\$54,082.00	NewFY19	NewFY19	8.5	0.80	6.80	Paved 19
58	Summit (3)	Fairhope	Morphy	1640	20	RTS	Dbl Yellow- Prk-wht	Yes	Yes	\$60.00	\$98,400.00	NewFY19	NewFY19	8.5	0.80	6.80	Paved 19
59	Summit (2)	Magnolia	Fairhope	500	20	RTS	Dbl Yellow Prk-Wht	Yes St up	Yes	\$80.00	\$40,000.00	NewFY19	NewFY19	8.5	0.80	6.80	Paved 19
60	Bayview (2)	Fels	Fairhope	2100	20	RTS	No	No	Select	\$38.63	\$81,123.00	NewFY19	NewFY19	8.5	0.80	6.80	Paved 19
61	Summit (1)	North End	Magnolia	2340	20	RTS	Dbl Yellow	No	Yes 1"	\$39.57	\$92,593.80	NewFY19	NewFY19	8.5	0.80	6.80	Paved 19
62	South Church Ext.	Fig	S. Terminus	430	12	RAS	No	No	Leveling	\$23.40	\$10,062.00	NewFY19	NewFY19	8.5	1.20	10.20	Paved 19
63	Liberty Street	Pier Ave	Pecan Ave	400	20	RTS	No	Yes	No	\$30.31	\$12,124.00	NewFY19	NewFY19	8.5	1.20	10.20	Paved 19
64	Kirkman	Section	Church	1400	20	RTS	No	Yes	Yes	\$38.63	\$54,082.00	NewFY20	NewFY20	9.00	0.80	7.20	Paved 20
65	Pier Street	Church St	Mobile St	2750	20	RTS	No	Yes	Yes	\$38.63	\$106,232.50	NewFY20	NewFY20	9.00	0.80	7.20	Paved 20
66	Patlynn	Gayfer	Fairwood	1280	20	RTS	Dbl Yellow	Yes	Yes	\$39.57	\$50,649.60	NewFY20	NewFY20	9.00	0.80	7.20	Paved 20
67	Mershon (1)	Morphy	Fairhope	1100	20	RTS	No	No	Yes	\$38.63	\$42,493.00	NewFY20	NewFY20	9.00	0.80	7.20	Paved 20
68	Johnson	Mershon	Berglin	1640	20	RTS	No	Yes	Yes	\$38.63	\$63,353.20	NewFY20	NewFY20	9.00	0.80	7.20	Paved 20
69	Jubilee	Hwy 98	Rock Creek D	730	20	RAS	No	Yes	No ?	\$29.61	\$21,615.30	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
70	Marsim	Jan	Patlynn	900	20	RAS	No	Yes	Yes	\$38.63	\$34,767.00	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
71	Alley (W)	Nichols	Fairlane	1320	10	RAS	No	No	No	\$19.81	\$26,149.20	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
72	Alley (E)	Nichols	Dogwood	660	10	RAS	No 1 block	No	No	\$19.81	\$13,074.60	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
73	Equality	School	East End	760	20	RAS	No	No	No	\$38.63	\$29,358.80	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
74	Kirkman Alley	Church	Liberty	750	12	RAS	No	No	Select	\$23.40	\$17,550.00	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
75	Brown Street	Morphy	Fairhope	1125	20	RTS	No	No	Leveling	\$29.61	\$33,311.25	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
76	Wood Grove Cir	Blue Island	Cul-de-Sac	320	20	RAS	No	Yes	No	\$29.61	\$9,475.20	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
77	Ridgewood Cir	Cul-De-Sac	Kirkman	233	20	RAS	No	Yes	Yes	\$30.31	\$7,062.23	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
78	Pt. Clear Court	Cul-De-Sac	Cul-de-Sac	110	20	RAS	No	Yes	Edge Milling	\$30.31	\$3,334.10	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
79	Ivy Cir	Cul-De-Sac	Kirkman	247	20	RAS	No	Yes	Yes	\$30.31	\$7,486.57	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
80	Francilla Cir	Cul-De-Sac	Kirkman	233	20	RAS	No	Yes	Yes	\$30.31	\$7,062.23	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
81	Boone (South)	Terminus	Kirkman	320	20	RAS	No	No	No	\$29.61	\$9,475.20	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
82	Young	Bellangee	Johnson	360	20	RAS	No	Yes	Yes	\$38.63	\$13,906.80	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
83	Call	Fairhope	Johnson	340	20	RAS	No	Yes	Yes	\$38.63	\$13,134.20	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
84	Bellangee	Mershon	End	990	20	RAS	No	Yes	Yes-2"	\$38.63	\$38,243.70	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
85	Rock Creek Dr.	Hwy 98	Jubilee	670	20	RAS	No	Yes	Yes	\$38.63	\$25,882.10	NewFY20	NewFY20	9.00	1.20	10.80	Paved 20
86	Volanta Ave	N Section St	US Hwy 98	3200	20	CST	Yes	No	No	\$25.75	\$82,400.00	New	New	10.00	0.60	6.00	Paved22
87	Orange Ave	S Church St	S Mobile	2750	20	RTS	No	Yes	Yes	\$38.63	\$106,232.50	New	New	10.00	0.80	8.00	Paved22
88	Mershon (2)	Nichols	Morphy	1300	20	RTS	No	Yes-Part	Yes	\$38.63	\$50,219.00	New	New	10.00	0.80	8.00	Paved22
89	(ADA) Prospect	Res Access	All	1300	20	RTS	To Greeno	Blk to Greeno	No	\$59.88	\$77,844.00	New	New	10.00	0.80	8.00	Paved22



90	Pecan Ave	S Church St	S Mobile	2750	20	RTS	No	Yes	Yes	\$38.63	\$106,232.50	New	New	10.00	0.80	8.00	Paved22
91	J.P. Nix Center	Parking	Bayou Dr	194	194	COF	Yes	Yes	Select	\$198.42	\$38,493.48	New	New	10.00	1.05	10.50	Paved22
92	Porch Pl Way	Loop	Loop	660	14	RAS	No	Yes	Yes	\$55.60	\$36,696.00	New	New	10.00	1.20	12.00	Paved22
93	Grants Way	Majors Way	Majors Way	960	20	RAS	No	Yes	Edge Milling	\$29.61	\$28,425.60	New	New	10.00	1.20	12.00	Paved22
94	Majors Way	CR13	Gayfer Rd Ex	2200	20	RAS	No	Yes	Edge Milling	\$29.61	\$65,142.00	New	New	10.00	1.20	12.00	Paved22
95	Liberty Street	Fig Ave	Pecan Ave	990	20	RAS	No	Yes	Yes	\$30.31	\$30,006.90	New	New	10.00	1.20	12.00	Paved22
96	Johnson Ave	Mershon St	Brown St	772	20	RAS	No	No	No	\$24.88	\$19,207.36	New	New	10.00	1.20	12.00	Paved22
97	Patrician St	Edwards	Diehl	695	22	RAS	No	Yes	Edge Milling	\$30.31	\$21,065.45	New	New	10.00	1.20	12.00	Paved22
98	Lee St	Edwards	Diehl	695	22	RAS	No	Yes	Edge Milling	\$30.31	\$21,065.45	New	New	10.00	1.20	12.00	Paved22
99	Jeff Davis St	Edwards	North Termin	840	22	RAS	No	Yes	Edge Milling	\$30.31	\$25,460.40	New	New	10.00	1.20	12.00	Paved22
100	Diehl St	Jeff Davis	Patrician	650	22	RAS	No	Yes	Edge Milling	\$30.31	\$19,701.50	New	New	10.00	1.20	12.00	Paved22

Street Classification Multiplier		
Collector Street or Higher	CST	0.6
Residential Through Street	RTS	0.8
City Facility	COF	1.05
Residential Access Street (Low Vol.)	RAS	1.2

FY2019 (EST)	\$537,577.46
FY2020 (EST)	\$627,698.78
FY2022 (EST)	\$728,192.14
FY2022 (EST)	\$881,079.78
Current (EST)	\$3,406,345.00



PRINCIPAL  
JON CARDWELL

# FAIRHOPE HIGH SCHOOL

ONE PIRATE DRIVE  
FAIRHOPE, ALABAMA 36532

LPH

TELEPHONE (251) 928-8309  
FAX (251) 990-2053

August 10, 2023

Mayor Sherry Sullivan  
City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533

Dear Mayor:

I am requesting a parade route for the Fairhope High School homecoming parade to be held at 5:30pm September 21, 2023, as well as the use of the Fairhope Beach Pavilion (W & E) immediately following the parade for the bonfire pep rally. The hours needed for both events would be 5:00pm to 8:30pm on the day to include the set up and actual event.

We are requesting that the rental fee be waived for this school function.

Please feel free to call for any additional information that may be needed. I look forward to hearing your response and thank you in advance for your consideration.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jon Cardwell", is written over a light blue circular stamp.

Jon Cardwell  
Principal

**City of Fairhope**  
**Approval Special Event Request**

08 08 23 Date complete application submitted to Rental Facilities Department

Event: Witches Ride 2023  
 Person Requesting: Leslie Edgemon (Baldwin County Humane Society)  
 Date of Event: OCTOBER 26, 2023  
 Location: CBD - map attached

Approval/Disapproval supporting documentation attached.

**Approval:**

Stephanie Hollinghead Date: 8/16/23 Approx. security cost \$ \$2,025.00  
 Police Chief/Designee

*[Signature]* Date: 8-16-23 Approx. cost city services \$ 2,500.00  
Paige Crawford (Aug 16, 2023 08:24 CDT)  
 Director of Public Works/Designee

*Paige Crawford* Date: 8-16-23  
Paige Crawford (Aug 16, 2023 08:24 CDT)  
 Director of Community Events

**Disapproval:**

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 Police Chief

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 Director of Public Works/Designee

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 Director of Community Events

Route back to rental facilities department for application package finalization

NOTES: \_\_\_\_\_

**APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS**

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? Church, FCIS, School, Bancroft, Equality, Section, Fairhope Ave
2. Date Requested: 10/26/23 Hours requested from: 5:00 PM to 7:00 PM
3. Renter's Name: Bridges Human Society / Fairhope Witches Tide  
 Address: PO Box 200  
 City: Fairhope State: AL Zip: 36533  
 Phone Numbers: 251-928-4585
4. Purpose of Use: Fairhope Witches Tide
5. Number of persons expected to attend (adults and minors): 700
6. Will there be alcohol on the premises during the event? Amphitheater If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Amphitheater -  
seats, tables, band, food trucks Rental Company: \_\_\_\_\_
8. Will you need electricity?  Yes  No For: Amphitheater  
 Will you need water?  Yes  No For: \_\_\_\_\_

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

**CLEANING AND CANCELLATION POLICIES**

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in City Ordinance No. 1576 as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation and Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: Leah Edgeman <sup>251-978-4305</sup> Date: 11/2/23  
 City Personnel: [Signature] Fees Paid: Yes Date: 8/13/25 Ck. #: 3163

-Office Use Only-

Application Signed/Dated  Permit/Deposit Fees  Entered in Calendar

August 8, 2023

Fairhope Witches Ride is a whimsical bicycle ride through the streets of downtown Fairhope which takes place on the Thursday before Halloween. The event is put together by Baldwin Humane Society and is one of their main fundraisers. This year the date is October 26, 2023. We are requesting street closure in downtown for the ride route. Attached is the route for this year's ride.

Thank you,

A handwritten signature in blue ink, appearing to read "Leslie Edgemon".

Leslie Edgemon

Chair



Fairhope United  
 1000+ ...

DATE: \_\_\_\_\_

# SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: Oct 26<sup>th</sup>

Times: 5:00 - 7:00

Type of Event: Witches Ride

Street(s) to be closed: \_\_\_\_\_

- INSIDE CBD:** Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)\*
- OUTSIDE CBD:** Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)\*

**\*NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEFORE TO YOUR EVENT.  
ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.**

NAME	ADDRESS	PHONE	SIGNATURE
Fairhope Pharmacy	398 Fairhope Ave	251-928-8822	<i>Foula B. Harrell</i>
ESCC	327 Fairhope Ave	251-928-16307	<i>My K. Turner</i>
Running Wild	72 S Section St	251-990-4412	<i>Ann Rush</i>
Courtyard Salon	10 1/2 Bancroft	251-583-6623	<i>Kelly Kohl</i>
Convenient AS	10 S Bancroft	251-928-7726	<i>[Signature]</i>
Grivee Signatures	8 S Bancroft	251-709-3266	<i>[Signature]</i>
Page Sales	8 S Bancroft	318-707-2321	<i>Page Sales</i>
Refuge Coffee	4 S Bancroft		<i>Wayden Roder</i>
Honey Baked H.	426 Fairhope Av	251 928 7262	<i>[Signature]</i>
Fairhope Public Library	501 Fairhope Av	251 929 0366	<i>Tamara Dean</i>
Aging in Alabama	68 N Bancroft St	251 281 8120	<i>[Signature]</i>
Lynn McKinley	68 N Bancroft St	251-928-0066	<i>[Signature]</i>
Soul Bowlz	68 N Bancroft St	251-710-6999	<i>[Signature]</i>
Fairhope Burger Co.	85 N Bancroft	251-278-7747	<i>[Signature]</i>
The Mill	85 N. Bancroft	251-333-0211	<i>[Signature]</i>

Person(s) responsible for collecting and authenticating above signatures: Name \_\_\_\_\_  
Phone \_\_\_\_\_

DATE: \_\_\_\_\_

# SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: 10/26/23

Times: 5<sup>00</sup> -- 7<sup>00</sup>

Type of Event: Witches Ride

Street(s) to be closed: \_\_\_\_\_

- INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)\*
- OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)\*

**\*NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEFORE TO YOUR EVENT. ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.**

NAME	ADDRESS	PHONE	SIGNATURE
Cori Davis	8742 Lakeview Dr	251-928-7136 101N. Section St.	Cori Davis
Amanda Elliott	71A N. Section office	928-8221	A. Elliott
Hand Arndall Harrison	71B N Section	928-6351	Hand Arndall Harrison
Brian Danelevad	61 N Section	715-540-8900	Brian Danelevad
Trish Ho	59 N Section	251 517 7070	Trish Ho
Brian Yuen	55 N Section	732-668-8217	Brian Yuen
Katie Hewes	55 N section Regions	251-210-3523	Katie Hewes
Beth Vohs	55A N Section	251 615 1171	Beth Vohs
ETW Jeremy Blackwell	89W Section	251 928-6448	Jeremy Blackwell
R. NIEMBYOR	29. N. SECTION	251 928 9265	R. NIEMBYOR
Heather Skinner	23D. Section	251-928-0956	Heather Skinner
Maria Jones	21W Section	251 928 8668	Maria Jones
Jayme Peterson	395 Hope Ave	251-990-0061	Jayme Peterson
K. Cartwright	398 Fairhope Ave	251-928-8822	K. Cartwright
J. Rebel	145 Section	251-220-7001	J. Rebel

Person(s) responsible for collecting and authenticating above signatures: Name \_\_\_\_\_  
Phone \_\_\_\_\_



DATE: \_\_\_\_\_

# SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: October 26, 2023 Times: 5 - 7  
 Type of Event: Witches Ride  
 Street(s) to be closed: \_\_\_\_\_

INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)\*

OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)\*

**\*NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEFORE TO YOUR EVENT.  
 ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.**

NAME	ADDRESS	PHONE	SIGNATURE
TCB Bank	1045 Section St	251-517-1940	Nicole Lewis
Bob Chockiam	78 S. Section St	251-928-0958	Melany Pittman
Rae's Kitchen Nancy Dupre	76 S. Section St.	251-210-6135	[Signature]
Crystal Gartin	<del>78 S. Section St</del> 78 S. Section St #3	251-767-8767	C. Gartin
RUSSELL WALKER	70 S. Section		Russell Walker
Brogue Duray	66 S. Section St.	251-928-9511	Brogue Duray
Get Pith	56 S. Section St	251-410-6795	[Signature]
Sharon Davis	52 S. Section St	251-929-1706	Sharon Davis
Sharon Davis	40 S. Section	251-990-8858	Sharon Davis
Jessie Rogers	32 S. Section St	251-928-5295	Jessie Rogers
Julie Christman	24 S. Section St	251-928-4808	Julie Christman
Hello Gallery	18 S. Section	251-517-7226	Clark Underbaker
Crystal Barrera	60 S. Section	251-929-9100	Crystal Barrera
Millery Natividad	54 N. Section St	251-278-7319	[Signature]
Ashley Cobb	50 N. Section St	251-928-1772	[Signature]

Person(s) responsible for collecting and authenticating above signatures: Name \_\_\_\_\_  
 Phone \_\_\_\_\_

Rush - not open  
 Sean's - not open

Joan Estep

DATE: \_\_\_\_\_

# SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: Oct. 26, 2023 Thursday Times: 5:00 - 7:00

Type of Event: Witch's Ride

Street(s) to be closed: Kincaid, Equality Section St. part of Morphy

- INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)\*
- OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)\*

**\*NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEFORE TO YOUR EVENT. ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.**

NAME	ADDRESS	PHONE	SIGNATURE
H&M Golf CART	111 S. Section St	251-517-7974	Josh Buchanan
Greers Groc.	75 S. Section St	251-928-8029	Gary Mueller
Dukes	21 S. Section	251-850-6792	Margaret Cunningham
5 Gold Monkey	51 S Section	251-517-7575	Albie Crowder
Dr. Music	35 S. Section	251-990-3412	Roger Moore
Downtown Antiques	31 S. Section	251-928-5200	Michelle Craft
Colony Shop	27 South Section St.	251-928-8172	Kim McLeone
Riverbend	25 S. Section St.	251-928-5775	Morgan Skay owned
Objects	25 S. Section St Suite B	251-929-3219	John M. Scott
Living Well	25 S. Section St. Suite A	251-929-3255	Mary Williams
Susan's	19 S Section	251-269-3191	Molly Kirchoff
The Book Inn	15 S. Section	251-928-3664	Sandra Seidel
7 South	7 S. Section	251-270-7298	Greg Dargatzis
Gigi & Jig	40 Fortune Ave	256-227-3924	NO SIGNATURE
Sadie's	40 S Fortune Ave	256-227-3944	NO SIGNATURE


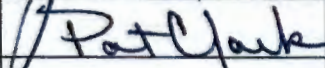
Person(s) responsible for collecting and authenticating above signatures: Name \_\_\_\_\_  
Phone \_\_\_\_\_

DATE: \_\_\_\_\_

NAME	ADDRESS	PHONE	SIGNATURE
PNC Tank B. Boron	36 N Section	251-990-7601	<i>[Signature]</i>
	Museum of History		<i>B. Boron</i>

Person(s) responsible for collecting and authenticating above signatures: Name \_\_\_\_\_  
Phone \_\_\_\_\_

DATE: \_\_\_\_\_

NAME	ADDRESS	PHONE	SIGNATURE
Mobile Bay Realty	10 N. Section	251.656.5758	 Judd Gallespe
Villa Decor	12 N Section	251-517-7771	 Pat Clark

Person(s) responsible for collecting and authenticating above signatures: Name \_\_\_\_\_  
Phone \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2023

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

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

<b>PRODUCER</b> PointeNorth Insurance Group, LLC PO Box 724728  Atlanta GA 31139		<b>CONTACT NAME:</b> Ashley Drussell <b>PHONE (A/C, No, Ext):</b> (770) 858-7540 <b>FAX (A/C, No):</b> (770) 858-7545 <b>E-MAIL ADDRESS:</b> ashley.drussell@pninsurance.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A : United States Liability Insurance Group	
		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

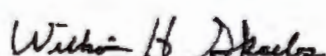
**COVERAGES**      **CERTIFICATE NUMBER:** 2023 Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		SE 2018483	10/25/2023	10/28/2023	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000						
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person) \$ 1,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED    RETENTION \$						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						PRODUCTS - COMP/OP AGG \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							EACH OCCURRENCE \$
							AGGREGATE \$
							\$
							PER STATUTE    OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Special Event - Fairhope Witches Ride - Baldwin Humane Society  
10/25/2023 - 01/28/2023

<b>CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>	
The City of Fairhope PO Box Drawer 429  Fairhope AL 36532		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 	

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Internal Revenue Service  
District Director

Department of the Treasury

Date: **MAY 28 1985**

Our Letter Dated:

December 21, 1979

Person to Contact:

A. Foster/cdt

Contact Telephone Number:

(404) 221-4516

Employer Identification Number:

63-0777477

File Folder Number:

580026530

► The Baldwin County Humane Society  
P. O. Box 206  
Fairhope, AL 36533

Dear Taxpayer:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

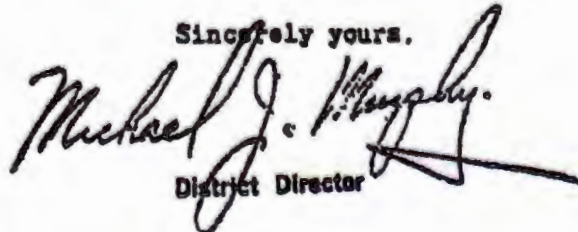
Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section            \*           . Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section            \*            status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section            \*            organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,

  
District Director

\*170(b)(1)(A)(vi) & 509(a)(1)

See Attachment

275 Peachtree St., N.E., Atlanta, Ga. 30043

Letter 1050 (DO) (7-77)

**City of Fairhope  
Park & Street Usage Charges**

*(per city ordinance (Nos. 1575, 1576, & 1486))*

Fairhope Civic Center, P.O. Drawer 429, Fairhope AL 36533 - (251) 929-1479 / 990-0130 (251) 929-1467[Fax]

Name: Baldwin County Humane Society

Address: PO Box 206, Fairhope, AL 36533

Date of function: 10/26/23 Phone: 251 928 4585 No. in attendance: 700

**FEE SCHEDULE**

Park Rental Fee: \$150. per diem	\$0
Street Rental Fee: \$150. per diem	\$150
Additional Hours – past allotted four hour: @ \$75 per hour	\$0

**Subtotal:** \$150

Non-profit organization; exempt from 50% rental fees.  
\*Proof of 501 non-profit must be on file.

50% Non-Profit Rate: \$75

Electric/Water Fee: (one time charge of \$50.)	\$50.00
Refundable Clean-up Deposit:	\$1000

**Balance Due:** \$1125

-

**Refund Due:** \$

*\*Refunds for clean-up deposit to be mailed to address given on rental application, three weeks after event.\**

Notes: \_\_\_\_\_

Paid: \$	Check# /Cash/CC	Date:
----------	-----------------	-------

**City of Fairhope**  
**Park & Street Usage Charges**  
*(per city ordinance (Nos. 1575, 1576, & 1486))*

Fairhope Civic Center, P.O. Drawer 429, Fairhope Al. 36533 - (251) 929-1479 / 990-0130 (251) 929-1467[Fax]

Name: Baldwin County Humane Society  
 Address: PO Box 206, Fairhope, AL 36533  
 Date of function: 10/26/23 Phone: 251 928 4585 No. in attendance: 700

**FEE SCHEDULE**

<b>Park Rental Fee: \$150. per diem</b>	<b>\$0</b>
<b>Street Rental Fee: \$150. per diem</b>	<b>\$150</b>
<b>Additional Hours – past allotted four hour: @ \$75 per hour</b>	<b>\$0</b>

**Subtotal: \$150**

**Non-profit organization; exempt from 50% rental fees.**  
**\*Proof of 501 non-profit must be on file.**

**50% Non-Profit Rate: \$75**

<b>Electric/Water Fee: (one time charge of \$50.)</b>	<b>\$50.00</b>
<b>Refundable Clean-up Deposit:</b>	<b>\$1000</b>

**Balance Due: \$1125**

**Refund Due: \$**

*\*Refunds for clean-up deposit to be mailed to address given on rental application, three weeks after event.\**

Notes: \_\_\_\_\_

Paid: \$1125 <sup>00</sup> Check# /Cash/CC 3163	Date: 8/18/23
---	---------------



Account	Fund	Amount
002-12100	Gas	\$ 17,865.58
003-12100	Electric	\$ 125,949.64
004-12100	Water/Sewer	\$ 74,373.05
005-12100	Sanitation	\$ 10,878.10
001100-50420	General Fund	\$ 956.48
		<u>\$ 230,022.85</u>

CITY OF FAIRHOPE, AL



BATCH 00048888:OVER-SHORT ADJUSTMENT PROCESS

REASON CODE: 99

CHARGE DESCRIPTION	UNPAID BAL	WRITE-OFF AMT
1000 GAS	-222.00	-222.00
2000 ELECTRIC	.00	.00
3000 WATER	.00	.00
4000 SEWER	.00	.00
5000 GARBAGE	.00	.00
6000 SECURITY LIGHTS	.00	.00
7000 STATE UTILITY TAX	.00	.00
<b>TOTAL 2017</b>	<b>-222.00</b>	<b>-222.00</b>
1000 GAS	14,061.53	14,061.53
1100 GAS JOINT SALES AT 10 PERCENT	3,699.87	3,699.87
1110 GAS JOINT SALES AT 12.15 PERCENT	326.18	326.18
2000 ELECTRIC	103,277.60	103,277.60
2100 ELECTRIC READ ONLY DEMAND	6,133.25	6,133.25
2101 ELECTRIC BILLED DEMAND	.00	.00
3000 WATER	47,791.80	47,791.80
3001 WATER FLAT CHARGE	542.52	542.52
3100 WATER - WB	.00	.00
3200 WATER WC	91.14	91.14
4000 SEWER	23,459.46	23,459.46
4001 SEWER FIXED S1-S4	323.72	323.72
5000 GARBAGE	10,878.10	10,878.10
5515 RECONNECT FEE	28.50	28.50
6000 SECURITY LIGHTS	11.29	11.29
7000 STATE UTILITY TAX	7,828.28	7,828.28
9000 LATE FEE (5%)	8,657.66	8,657.66
<b>TOTAL 2018</b>	<b>227,110.90</b>	<b>227,110.90</b>
<b>GRAND TOTAL</b>	<b>226,888.90</b>	<b>226,888.90</b>

RECORDS SELECTED: 2,804

\*\* END OF REPORT - Generated by Jennifer Olmstead \*\*

G/L ACCOUNT - MASTER INQUIRY

Org code: 003 Electric Fund Type: B A  
 Object code: 10040 Returned checks Status: A  
 Project code: Budgetary: N

Fund 003 Electric Fund  
 Department 000 Non Departmental  
 Future 000 Future  
 \*UNKWN  
 \*UNKWN  
 \*UNKWN  
 \*UNKWN

Full description: Returned checks Short desc: Retchecks

PER	ACTUAL	ENCUMBRANCE	BUD TRANSFER	BUDGET
00	2,177.47	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	2,177.47	.00	.00	.00

	ACTUAL	BUDGET
Actual (Memo)	2,177.47	.00
Encumbrances	.00	.00
Requisitions	.00	.00
Total	2,177.47	.00
Available Budget	.00	.00
Percent Used	.00	.00
Inceptn to SOY	.00	.00
Encumb-Last Yr	.00	.00
Actual-Last Yr	.00	.00
Estim-Actual	.00	.00

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	2,177.47	.00	.00
01	.00	.00	.00
02	.00	.00	.00
03	.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	.00	.00
12	.00	.00	.00
13	.00	.00	.00
Tot:	2,177.47	.00	.00

----- PRIOR YEARS TOTAL AMOUNTS -----			
2022 Actual	2,177.47	2022 Orig Budget	.00
2022 Closed @ YE	2,177.47	2022 Bud Tfr In	.00
2022 Encumbrance	.00	2022 Bud Tfr Out	.00
2022 Memo Bal	2,177.47	2022 C Fwd Budget	.00
2021 Actual	2,177.47	2022 Revsd Budget	.00
2020 Actual	2,177.47		
2019 Actual	2,177.47	2021 Orig Budget	.00
2018 Actual	2,177.47	2021 Revsd Budget	.00
2017 Actual	2,177.47	2020 Orig Budget	.00
2016 Actual	3,379.11	2020 Revsd Budget	.00
2015 Actual	63,646.40		
2014 Actual	60,812.64		
2013 Actual	66,128.07		

----- FUTURE YEAR AMOUNTS -----			
PER	2024 BUDGET		BUDGET
00	.00	2024 SUPERVISOR	.00
01	.00	2024 DIRECTOR	.00
02	.00	2024 MAYOR	.00
03	.00	2024 COUNCIL	.00
04	.00	2024 ADOPTED	.00
05	.00	2024 Revised	.00
06	.00	2025 Estimate	.00
07	.00	2026 Estimate	.00
08	.00	2027 Estimate	.00
09	.00	2028 Estimate	.00
10	.00		
11	.00	2024 Memo Bal	.00
12	.00	2024 Encumbrance	.00
13	.00	2024 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

\*\* END OF REPORT - Generated by Jennifer Olmstead \*\*

G/L ACCOUNT - MASTER INQUIRY

Org code: 001 General Fund Type: B A  
 Object code: 10040 Returned checks Status: A A  
 Project code: Budgetary: N N

Fund 001 General Fund  
 Department 000 Non Departmental  
 Future 000 Future  
 \*UNKWN  
 \*UNKWN  
 \*UNKWN  
 \*UNKWN

Full description: Returned checks Short desc: Retchecks

PER	ACTUAL	CURRENT YEAR MONTHLY ENCUMBRANCE	AMOUNTS BUD TRANSFER	BUDGET
00	501.48	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	455.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	956.48	.00	.00	.00

	CURRENT YEAR TOTAL AMOUNTS		
Actual (Memo)	956.48	Original Budget	.00
Encumbrances	.00	Budget Tranfr In	.00
Requisitions	.00	Budget Tranfr Out	.00
Total	956.48	Carry Fwd Budget	.00
Available Budget	.00	Carry Fwd Bud Tfr	.00
Percent Used	.00	Revised Budget	.00
Inceptn to SOY	.00	Inceptn Orig Bud	.00
		Inceptn Revsd Bud	.00
Encumb-Last Yr	.00	SUPERVISOR	.00
Actual-Last Yr	.00	DIRECTOR	.00
Estim-Actual	.00	MAYOR	.00
		COUNCIL	.00
		ADOPTED	.00

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	501.48	.00	.00
01	.00	.00	.00
02	.00	.00	.00
03	.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	.00	.00
12	.00	.00	.00
13	.00	.00	.00
Tot:	501.48	.00	.00

		----- PRIOR YEARS TOTAL AMOUNTS -----		
2022 Actual	501.48	2022 Orig Budget		.00
2022 Closed @ YE	501.48	2022 Bud Tfr In		.00
2022 Encumbrance	.00	2022 Bud Tfr Out		.00
2022 Memo Bal	501.48	2022 C Fwd Budget		.00
2021 Actual	501.48	2022 Revsd Budget		.00
2020 Actual	501.48			
2019 Actual	501.48	2021 Orig Budget		.00
2018 Actual	541.65	2021 Revsd Budget		.00
2017 Actual	541.65	2020 Orig Budget		.00
2016 Actual	2,289.65	2020 Revsd Budget		.00
2015 Actual	4,878.81			
2014 Actual	3,878.16			
2013 Actual	3,772.56			

		----- FUTURE YEAR AMOUNTS -----		
PER	2024 BUDGET		BUDGET	
00	.00	2024 SUPERVISOR	.00	.00
01	.00	2024 DIRECTOR	.00	.00
02	.00	2024 MAYOR	.00	.00
03	.00	2024 COUNCIL	.00	.00
04	.00	2024 ADOPTED	.00	.00
05	.00	2024 Revised	.00	
06	.00	2025 Estimate	.00	.00
07	.00	2026 Estimate	.00	.00
08	.00	2027 Estimate	.00	.00
09	.00	2028 Estimate	.00	.00
10	.00			
11	.00	2024 Memo Bal	.00	
12	.00	2024 Encumbrance	.00	
13	.00	2024 Requisition	.00	
Tot:	.00			

----- ACCOUNT NOTES -----

\*\* END OF REPORT - Generated by Jennifer Olmstead \*\*

G/L ACCOUNT - MASTER INQUIRY

Org code: 105 Impact Fees Fund Type: B A  
 Object code: 10040 Returned checks Status: A  
 Project code: Budgetary: N

Fund 105 Impact Fee Fund  
 Department 000 Non Departmental  
 Future 000 Future  
 \*UNKWN  
 \*UNKWN  
 \*UNKWN  
 \*UNKWN

Full description: Returned checks Short desc: Retchecks

PER	ACTUAL	CURRENT YEAR MONTHLY ENCUMBRANCE	AMOUNTS BUD TRANSFER	BUDGET
00	455.00	.00	.00	.00
01	.00	.00	.00	.00
02	.00	.00	.00	.00
03	.00	.00	.00	.00
04	.00	.00	.00	.00
05	.00	.00	.00	.00
06	.00	.00	.00	.00
07	.00	.00	.00	.00
08	.00	.00	.00	.00
09	.00	.00	.00	.00
10	-455.00	.00	.00	.00
11	.00	.00	.00	.00
12	.00	.00	.00	.00
13	.00	.00	.00	.00
Tot:	.00	.00	.00	.00

	CURRENT YEAR TOTAL AMOUNTS	
Actual (Memo)	.00	Original Budget .00
Encumbrances	.00	Budget Tranfr In .00
Requisitions	.00	Budget Tranfr Out .00
Total	.00	Carry Fwd Budget .00
Available Budget	.00	Carry Fwd Bud Tfr .00
Percent Used	.00	Revised Budget .00
Inceptn to SOY	.00	Inceptn Orig Bud .00
		Inceptn Revsd Bud .00
Encumb-Last Yr	.00	SUPERVISOR .00
Actual-Last Yr	.00	DIRECTOR .00
Estim-Actual	.00	MAYOR .00
		COUNCIL .00
		ADOPTED .00

G/L ACCOUNT - MASTER INQUIRY

PER	ACTUAL	LAST YEAR MONTHLY AMOUNTS	
		ENCUMBRANCE	BUDGET
00	455.00	.00	.00
01	.00	.00	.00
02	.00	.00	.00
03	.00	.00	.00
04	.00	.00	.00
05	.00	.00	.00
06	.00	.00	.00
07	.00	.00	.00
08	.00	.00	.00
09	.00	.00	.00
10	.00	.00	.00
11	.00	.00	.00
12	.00	.00	.00
13	.00	.00	.00
Tot:	455.00	.00	.00

		----- PRIOR YEARS TOTAL AMOUNTS -----	
2022 Actual	455.00	2022 Orig Budget	.00
2022 Closed @ YE	455.00	2022 Bud Tfr In	.00
2022 Encumbrance	.00	2022 Bud Tfr Out	.00
2022 Memo Bal	455.00	2022 C Fwd Budget	.00
2021 Actual	455.00	2022 Revsd Budget	.00
2020 Actual	455.00		
2019 Actual	955.00	2021 Orig Budget	.00
2018 Actual	455.00	2021 Revsd Budget	.00
2017 Actual	455.00	2020 Orig Budget	.00
2016 Actual	235.00	2020 Revsd Budget	.00
2015 Actual	.00		
2014 Actual	.00		
2013 Actual	.00		

		----- FUTURE YEAR AMOUNTS -----	
PER	2024 BUDGET		BUDGET
00	.00	2024 SUPERVISOR	.00
01	.00	2024 DIRECTOR	.00
02	.00	2024 MAYOR	.00
03	.00	2024 COUNCIL	.00
04	.00	2024 ADOPTED	.00
05	.00	2024 Revised	.00
06	.00	2025 Estimate	.00
07	.00	2026 Estimate	.00
08	.00	2027 Estimate	.00
09	.00	2028 Estimate	.00
10	.00		
11	.00	2024 Memo Bal	.00
12	.00	2024 Encumbrance	.00
13	.00	2024 Requisition	.00
Tot:	.00		

----- ACCOUNT NOTES -----

\*\*\* END OF REPORT - Generated by Jennifer Olmstead \*\*\*