

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

**MONDAY, 11 SEPTEMBER 2023 – 4:30 P.M. – CITY COUNCIL CHAMBER**

1. Discussion of the Historic Preservation Ordinance – Chris Williams
2. Utilities Budget Discussion & Capital Improvements
3. Discussion of Conversion of Unused Sick Leave to Retirement Service Credits
4. Committee Updates
5. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.  
on Monday, September 11, 2023 – City Council Chamber**

**Next Regular Meeting – Monday, September 25, 2023 – Same Time Same Place**

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

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope elects to come under the provisions of §36-26-36.1, Code of Alabama 1975, authorizing employees the option to convert unused sick leave to retirement service credit or take a one-time lump sum payment according to the City of Fairhope Personnel Rules, Policies and Procedures.

**BE IT FURTHER RESOLVED** that by electing to come under the provisions of §36-26-36.1, the City of Fairhope agrees to assume the cost of benefits provided by said Act with regards to its employees who are members of the Employees' Retirement System of Alabama.

**BE IT FURTHER RESOLVED** that the provisions of §36-26-36.1 shall become effective on the date of adoption of said Resolution.

Adopted on this 11th day of September, 2023

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

Attest:

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

\_\_\_\_\_  
I, the undersigned qualified and City Clerk of the City of Fairhope, Alabama do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City of Fairhope therein, at a regular meeting of such Council held on the 11th of September 2023, and that such resolution is on file in the City Clerk's Office.

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

\_\_\_\_\_  
Date

**SEAL**

December 7, 1998

M E M O R A N D U M

TO : Agency Director  
FROM: Employees' Retirement System of Alabama  
RE : Conversion of Unused Sick Leave to Retirement Service Credit

Section 36-26-36.1, Code of Alabama 1975, allows certain members of the Employees' Retirement System to elect, at the time of their retirement, to convert unused sick leave to retirement credit. The employing agency has the option to elect to come under the provisions of the statute. The provisions of the statute are as follows:

1. Applies only to employees who, after converting unused sick leave days to service credit, meet the minimum qualifications for service retirement. The minimum qualifications for service retirement are age 60 with at least 10 years of creditable service or 25 years of creditable service, regardless of age.
2. A member retiring on a disability may convert unused sick leave to retirement credit only if he/she meets the minimum qualifications for service retirement after converting unused sick leave days to service credit.
3. Members who are entitled to payment at retirement for accrued unused sick leave may elect to receive retirement credit in lieu of payment for the sick leave. Members who are entitled to no payment at retirement for accrued unused sick leave may receive retirement credit for the sick leave.
4. Conversion of unused sick leave may not be used for deferred retirement.
5. The maximum number of days that may be converted is the maximum number of days of sick leave that may be accrued by employees of the agency.

The following chart will be used by the Retirement System to convert sick leave to retirement service credit. Please note that the chart lists accrued sick leave days through 370. However, under the provisions of §36-26-36.1, the maximum number of days that may be converted is based upon the accrual limits of the agency.

<u>Accrued Sick Leave Days</u>	<u>Service Credits (Months)</u>
0-10	0
11-30	1
31-50	2
51-70	3
71-90	4
91-110	5
111-130	6
131-150	7
151-170	8
171-190	9
191-210	10
211-230	11
231-250	12
251-270	13
271-290	14
291-310	15
311-330	16
331-350	17
351-370	18

If your agency wishes to come under the provisions of §36-26-36.1 as described above, please use the enclosed Model Resolution as a guide in preparing a Resolution to elect to come under the provisions of the statute.

If you have any questions regarding this matter, please notify this office.

/jmb

Enc.

cc: File

**MODEL RESOLUTION**

Be it resolved by the (Governing Board) of the (Name of Agency) that the (Name of Agency) elects to come under the provisions of §36-26-36.1, Code of Alabama 1975, authorizing conversion of unused sick leave to retirement service credit.

Be it further resolved that by electing to come under the provisions of §36-26-36.1, the (Name of Agency) agrees to assume the cost of benefits provided by said Act with regards to its employees who are members of the Employees' Retirement System of Alabama.

Be it further resolved that the provisions of §36-26-36.1 shall become effective on the date of adoption of said Resolution.

I (Name, Official Title, Name of Agency), hereby certify that the foregoing is a true and correct copy of the Resolution adopted on (Month/Day/Year).

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Signature of Official

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Official Title

# The Code of Alabama 1975

[Title 22](#) HEALTH,  
MENTAL HEALTH,  
AND  
ENVIRONMENTAL  
CONTROL.

[Title 23](#) HIGHWAYS,  
ROADS, BRIDGES  
AND FERRIES.

[Title 24](#) HOUSING.

[Title 25](#) INDUSTRIAL  
RELATIONS AND  
LABOR.

[Title 26](#) INFANTS AND  
INCOMPETENTS.

[Title 27](#) INSURANCE.

[Title 28](#)  
INTOXICATING  
LIQUOR, MALT  
BEVERAGES AND  
WINE.

[Title 29](#)  
LEGISLATURE.

[Title 30](#) MARITAL AND  
DOMESTIC  
RELATIONS.

[Title 31](#) MILITARY  
AFFAIRS AND CIVIL  
DEFENSE.

[Title 32](#) MOTOR  
VEHICLES AND  
TRAFFIC.

[Title 33](#) NAVIGATION  
AND  
WATERCOURSES.

[Title 34](#) PROFESSIONS  
AND BUSINESSES.

## Section 36-26-36.1

### **Conversion of unused sick leave into membership service for retirement purposes.**

(a) Any Tier I plan member of the Teachers' or Employees' Retirement System of Alabama not otherwise covered by a provision to convert unused sick leave into membership service for purposes of service retirement may, at their option and in lieu of receiving payment for 50 percent of their accrued and unused sick leave at the time of their retirement as provided in Section 36-26-36, or any other payment that may be provided for such unused sick leave, use their accrued sick leave, up to a maximum number of 180 accrued sick leave days or as otherwise allowed by law, whichever is greater, to be included as membership service in determining the total years of creditable service in the Employees' Retirement System of Alabama or the Teachers' Retirement System of Alabama; provided that no employee of an employer participating in the Employees' Retirement System pursuant to Section 36-27-6 shall be entitled to the benefits provided herein unless such employer shall elect to come under the provisions of this section and further elects to fund the benefits provided herein. Unused sick leave may be converted to membership service only for the purpose of applying for service retirement and may be considered in the determination of eligibility for retirement. The conversion shall not apply to eligibility for deferred retirement. It is further provided that if a Tier I plan member eligible for service retirement is also eligible for disability retirement the member may elect disability retirement and also receive credit for accumulated sick leave pursuant to this section. No Tier I plan member shall receive both service credit provided for by this section and payment or partial payment for accrued sick leave pursuant to any other provision of law.

(b) The conversion of accrued sick leave into creditable service provided in this section shall not apply to any Tier II plan member.

*(Acts 1986, No. 86-502, p. 983, §1; Acts 1988, 1st Ex. Sess., No. 88-904, p. 472, §1; Acts 1989, Ex. Sess., No. 89-990, p. 35, §1; Acts 1991, No. 91-617, p. 1158, §1; Act 2012-377, p. 944, §1.)*

## Sick Leave Conversion

Sick leave conversion **only** applies to state of Alabama employees and employees of public agencies that elected to adopt this provision.

An ERS member may convert unused sick leave toward meeting the minimum service requirement for retirement eligibility instead of receiving any payment the member may be entitled to receive. The converted sick leave will be used in calculating the retirement benefit.

The following chart is used by the ERS to convert accumulated sick leave days to months of service credit upon service retirement. The employing agency determines the maximum days that may be converted.

Members cannot convert unused sick leave to retirement credit in order to meet the 10-year vesting requirement unless otherwise eligible for retirement with the conversion of sick leave, such as age 60 or older with sick leave conversion putting you at 10 years or more of service credit.

Accumulated Sick Leave Days	Months of Service
0-10	0
11-30	1
31-50	2
51-70	3
71-90	4
91-110	5
111-130	6
131-150	7
151-170	8
171-190	9
191-210	10
211-230	11
231-250	12
251-270	13
271-290	14
291-310	15
311-330	16
331-350	17
351-370	18
371-390	19
391-410	20
411-430	21
431-450	22
451-470	23
471-490	24
491-510	25
511-530	26
531-550	27
551-570	28
571-590	29
591-610	30
611-630	31
631-650	32
651-670	33
671-690	34
691-710	35
711-730	36

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 1510  
KNOWN AS THE PERSONNEL RULES, POLICIES  
AND PROCEDURES ORDINANCE

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

Section 1. The ordinance known as the Personnel Rules, Policies, and Procedures Ordinance (No. 1510), adopted 14 April 2014, together with the Personnel Handbook of the City of Fairhope, be and the same hereby is changed and altered in respect to the certain sections below:

**Add the following to:**

**VII. TIME OFF FROM WORK**

**SECTION 7.04 SICK LEAVE**

**Sick Leave Pay Upon Retirement**

Employees are not paid for accumulated sick leave upon termination of employment, *except* for employees who retire under the RSA retirement program. An employee who retires in good standing has the option to convert unused sick leave to retirement service or *has an accumulated sick leave balance of at least 960 hours* will be paid in a lump sum payment for accumulated paid sick leave as follows:

<b>Length of Service with the City of Fairhope</b>	<b>Payment</b>
At least 10 years but less than 20 years	50% of Accumulated Sick Leave, up to a maximum of 960 hours.
20 years or more	100% of Accumulated Sick Leave, up to a maximum of 960 hours.

An employee who is unable to continue working for the City as a result of a permanent and total disability will be paid 100% accumulated sick leave, up to a maximum of 960 hours, upon termination of employment for that reason.

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

Adopted this 11th Day of September, 2023

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

Attest:

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

Adopted this 11th Day of September, 2023

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



### **Vacation Pay**

Hourly paid employees will be paid their regular rates of pay for the number of hours regularly scheduled to work as vacation pay. Salaried employees will be paid their regular salaries while on vacation. Employees must take vacation in four (4) hour increments.

### **Scheduling of Vacation**

Because vacation is to provide employees time off with pay to rest and relax, the City encourages eligible employees to take at least one full week off as vacation. The remaining vacation days can be taken separately in four (4) hour increments. The Mayor must approve in advance vacation requests of more than two consecutive weeks.

While the City seeks to grant vacation leave on the dates the employee requests, circumstances may arise that necessitate denying a vacation request or withdrawing approval of a request previously granted. The employee should schedule vacation through his or her supervisor and Department Head.

Vacation requests should be completed and submitted at least two (2) weeks before the requested vacation date(s). Each Department Head is responsible for scheduling employee's vacation without undue disruption to City operations and services. Employees may be denied permission to take vacation if the dates requested will, in the judgment of the Department Head, unduly disrupt operations. Length of continuous service generally will determine granting requests for vacation leave if two or more employees *timely* request the same dates and, in the judgment of the Department Head, the City cannot grant all requests. Vacation will not be granted in excess of accumulated vacation eligibility.

### **Vacation Pay Upon Termination of Employment**

Employees who resign in good standing with two weeks prior written notice of resignation, who retire or who are dismissed for reasons other than misconduct, will be paid for accumulated but unused vacation.

If an employee dies, accumulated vacation will be paid to the employee's spouse or as otherwise allowed by law.

## **7.04 SICK LEAVE**

Regular full-time employees and Appointed Officials accumulate paid sick leave at the rate of four hours for each pay period the employee is *actively* employed. Employees do *not* accumulate paid sick leave during a leave of absence without pay in excess of thirty (30) days. There is no maximum number of hours an employee may accumulate. Part-time employees and temporary employees are not eligible for paid sick leave.

The City does not allow donations of sick leave from one employee to another.

### **Allowable Uses of Sick Leave**

An employee may use accumulated paid sick leave if absent from work due to:

1. Employee's own health condition (illness, injury or other physical or mental disability, pregnancy or childbirth and related medical conditions);
2. The need to care for a member of the employee's *immediate family* with a health condition described above (see definition of "immediate family" under *Personnel Rules Section 1.06*);
3. Medical or dental appointments for the employee or a dependent child, provided that the employee must make a reasonable effort to schedule such appointments at times that minimize interference with the employee's scheduled work day;
4. Leave of absence due to use of a prescription drug that impairs safe job performance;

### **Sick Leave and Attendance Policies**

Treatment of an absence as paid "sick leave" does not affect an employee's obligation to adhere to the City's attendance policy. If an employee requests paid sick leave, the employee may be required to provide a doctor's certificate to confirm the reason for the absence.

Employees who use all accumulated paid sick leave and require additional time off work due to illness or injury will be required to use any accumulated vacation and may request a leave of absence without pay after exhausting these benefits. (*See Other Leaves of Absence Policy, Personnel Rules Section 7.10.*)

An employee may be sent home and be required to use sick leave if a supervisor determines that the employee's job performance or safety is impaired by his/her temporary short term medical condition.

### **Sick Leave Pay Upon Retirement**

Employees are not paid for accumulated sick leave upon termination of employment, *except* for employees who retire under the RSA retirement program. An employee, who retires in good standing *and has an accumulated sick leave balance of at least 960 hours*, will be paid in a lump sum payment for accumulated paid sick leave as follows:

<b>Length of Service with the City of Fairhope</b>	<b>Payment</b>
At least 10 years but less than 20 years	50% of Accumulated Sick Leave, up to a maximum of 960 hours.
20 years or more	100% of Accumulated Sick Leave, up to a maximum of 960 hours.

An employee who is unable to continue working for the City as a result of a permanent and total disability will be paid 100% accumulated sick leave, up to a maximum of 960 hours, upon termination of employment for that reason.

## 7.05 FAMILY AND MEDICAL LEAVE

**Eligibility.** To be eligible for family and medical leave or servicemember leave under this policy, you must meet all of the following eligibility requirements: (1) you must have worked for the City for at least 12 months (52 weeks), which need not be 12 consecutive months; and (2) you must have worked at least 1,250 hours for the City during the 12 months immediately preceding the family and medical or service member leave.

**Reasons for FMLA Leave.** *Eligible* employees may request *up to* 12 weeks of *unpaid* family and medical leave during a 12-month period:

- For the birth of your child (mother and/or father) or the placement of a child with you for adoption or foster care, and for childcare after the birth of your child or the placement for adoption or foster care. If both a husband and wife are *eligible employees* of the City, they may take only a *total* of 12 weeks. Leave to care for a child after birth or after adoption or placement with you for foster care must be taken within one year after the birth or placement of the child.
- To care for the employee's spouse, child or parent with a *serious health condition*.
- For the employee's *serious health condition*.
- For "*any qualifying exigency*" if an employee's spouse, child or parent is activated to deploy or deployed to any foreign country with the U.S. Armed Forces, the National Guard or the U.S. Reserves. A "*qualifying exigency*" leave must be related to the activation for deployment or deployment to a foreign country and includes: (i) notice of a deployment (limited to seven calendar days beginning on the date a covered military member is notified of deployment); (ii) military events and related activities; (iii) childcare and school activities; (iv) making or updating financial and legal arrangements; (v) attending counseling related to the military call-up; (vi) rest and recuperation to spend with a military member on short-term leave (limited to fifteen days per leave); (vii) leave to care for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty and (viii) post-deployment activities (within 90 days following termination of active duty status).

**Computing FMLA Leave Entitlement.** In determining whether an eligible employee has taken his or her full entitlement to 12 weeks unpaid leave of absence during a 12-month period, we use a "rolling" 12-month period measured backward from the date an employee would begin a requested FMLA leave.

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 11 SEPTEMBER 2023 - 6:00 P.M. – CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 29 August 2023 Regular City Council Meeting and minutes of 29 August 2023 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – 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. (Introduced at the August 29, 2023 City Council Meeting)
6. Ordinance – An Ordinance Amending Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance, Section 6 Employee Benefits, adding Section 6.11 Incentives for Recruiting New Employees.
7. Resolution – That the City Council authorizes acceptance of the ADEM Subaward Agreement ADEMLT-SA007 for the City of Fairhope GOMESA Litter Trap Project in the amount of \$166,725.00 with no city match required; and authorizes Mayor Sherry Sullivan to sign all necessary grant documents on behalf of the City.
8. Resolution – That the City Council authorizes Mayor Sherry Sullivan to execute a second year extension of the Maynard, Cooper & Gale, P.C. Engagement Letter Agreement for the City of Fairhope from October 2023 to September 2024 with a retainer fee of Eight Thousand Dollars (\$8,000.00) per month; and a not-to-exceed amount of \$96,000.00.
9. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 023-02), Lease Fairhope Soccer Concession Stand at the Soccer Complex, with Blast Soccer Club, Inc. per the terms and conditions of the original contract. The lease is \$417.00 per month paid to the City of Fairhope.
10. Resolution – To Award (Bid No. 23-036) for Magnolia Avenue Underground Electric Part 1 (Labor Only Bid) to U-Tech Construction, Inc. with a total bid proposal not-to-exceed \$295,380.68.
11. Resolution – That the City of Fairhope approves the procurement of a Fitness Court® System (Circuit Training System) to be installed on the west end of Mike Ford Tennis Center from National Fitness Campaign LP as Sole Source Supplier.

12. 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.
13. Resolution – That the City of Fairhope approves the procurement of FMLA (Family Medical Leave Act) Administration Services for the Human Resources Department from American United Life Insurance Company with a not-to-exceed annual amount of \$15,646.20; and authorizes Mayor Sullivan to execute the agreement.
14. Resolution – That the City of Fairhope approves the selection of PFM Financial Advisors LLC for Professional Consulting Services as Financial Advisor to develop a Finance Plan with a not-to-exceed amount of \$15,000.00; and hereby authorizes Mayor Sherry Sullivan to execute contract; and is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(3).
15. Resolution – That the City Council approves the selection of O'Donnell & Associates, Inc. to Professional Hydrogeologic Services for the Development of a Deep Well at Fairhope Wellfield No. 1; and hereby authorizes Mayor Sherry Sullivan to execute a Contract with an estimated amount of \$23,500.00.
16. Resolution – That the City of Fairhope approves the procurement of Lighting for the Quail Creek Pickleball Courts for the Recreation Department from Musco Sports Lighting, LLC; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$37,250.00.
17. Public Participation – (3 minutes maximum)
18. Adjourn

**Next Regular Meeting – Monday, September 25, 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 Tuesday, 29 August 2023.

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

There being a quorum present, Council President Robinson called the meeting to order at 6:09 p.m. The invocation was given by Pastor Rick Malugani of Fairhope Christian Church and the Pledge of Allegiance was recited.

Council President Robinson stated there was a need to add on an agenda item after Agenda Item Number 27: a resolution that the City of Fairhope approves the procurement for a qualified contractor for the Drainage Improvement Project at the West End of Fels Avenue from PL Russell LLC for a not-to-exceed amount of \$77,416.21.

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

Councilmember Martin moved to approve minutes of the 14 August 2023, regular meeting; minutes of the 14 August 2023, work session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council regarding the following items:

- 1) Announced Electric Crews going to Gainesville, Florida to be pre-staged to help with Hurricane recovery; and thanked the Community for bringing water and Gatorade to take with the Electric Crews; and
- 2) Excited to see rain which help drop water consumption to 7.2 million gallons per day; and
- 3) Presented a Certificate of Appreciation to Dr. Fred Diegmann who is retiring after 49 years. She said her mother worked for Dr. Diegmann over 30 years. Dr. Diegmann stated he opened the first OB/GYN practice in Baldwin County; and thanked the City Council and Mayor for this recognition. Council President Robinson said Dr. Diegmann delivered his fourth child and said he is wonderful.

Council President Robinson passed the gavel to Councilmember Martin.

29 August 2023

Council President Robinson left the dais at 6:15 p.m.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Rene' Boutin, 10950 Driver Court, addressed the City Council regarding the Emergency Water Conservation Plan put into effect on August 7, 2023 and commented this is one rule fits all. He mentioned the exception for newly planted sod could be watered for 30 days was not easily found. Mr. Boutin said that there should be more information on Ordinance that could be easily found. Councilmember Martin commented that Ordinances are fluid and stated that language regarding sod was on the first ordinance too.

Council President Robinson returned to the dais at 6:26 p.m.

- 2) Art Dyas, 18261 Scenic Highway 98, addressed the City Council regarding the Emergency Water Conservation Plan and stated we need to start looking at other alternatives. He said everyone pulls from the same aquifer; and mentioned using treated effluent from the wastewater. Councilmember Martin commented he has been pushing for this; and said he and Mayor Sullivan called ADEM to ask if this was okay. He said ADEM commented it is okay; and we would be using the gray water from the wastewater treatment plant.
- 3) Rene' Boutin, 10950 Driver Court, addressed the City Council again and commented he had called a well company and spoke to one of the head honchos who lives in Fairhope. He said we could dig a well and use the untreated water.

Councilmember Martin commented he was excited that other people are looking into separating our water. He said this is a solution; and I like being first to do this. He said we would be an example to others.

Councilmember Martin introduced in writing 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. Council President Robinson said this was discuss in detail in the Work Session and explained the ordinance as written. He said there are still some uncertainties. Councilmember Burrell said there are jurisdictional laws that need to be addressed. He said we own our water system and we are a water selling company. Attorney Chris Williams said we need to discuss these in Executive Session; and may take action to amend the ordinance and layover. Councilmember Conyers said short-term rain will help but long-term we need to sell our water. Council President Robinson said he agrees with annexation but have a lot of questions on implementation.

Due to lack of a motion for immediate consideration, this ordinance will layover until the September 11, 2023 City Council meeting.

29 August 2023

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a 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). Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 4819-23**

**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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Martin, motion passed unanimously by voice vote.



29 August 2023

**RESOLUTION NO. 4820-23**

**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

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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 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. Seconded by Councilmember Martin, motion passed unanimously by voice vote. Councilmember Burrell asked if the cost would increase; and staff said it would not.

29 August 2023

**RESOLUTION NO. 4821-23**

**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

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Councilmember Burrell asked if the cost would increase; and staff said it would not.

29 August 2023

**RESOLUTION NO. 4822-23**

**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 May 24, 2021 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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Martin, motion passed unanimously by voice vote. Councilmember Burrell asked if the cost would increase; and staff said it would not.

29 August 2023

**RESOLUTION NO. 4823-23**

**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 April 26, 2021 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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Contract with 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. The motion was seconded by Councilmember Boone.

29 August 2023

Councilmember Burrell stated that he would be voting against this motion; and commented it is 1 percent over the maximum of industry standards. Councilmember Conyers said he would lean on Mr. Morefield's recommendation since he has previously used company. But hears Councilmember Burrell and agrees companies cannot take advantage of the City. Council President Robinson agreed that if we are charged outside of industry standards by any company, we need to take a look this. Councilmember Martin asked if we vote down would it put the City in a bind; and also agreed about companies taking advantage of the City. Councilmember Burrell commented this should have been negotiated better.

After further discussion, motion passed by the following voice votes: AYE – Conyers, Robinson, and Boone. NAY – Burrell and Martin.

**RESOLUTION NO. 4824-23**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That Mayor Sherry Sullivan is hereby authorized to execute a Contract with 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

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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 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. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

29 August 2023

**RESOLUTION NO. 4825-23**

**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 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

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Jay Robinson, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Burrell moved to table Agenda Item Number 13. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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 an Aruba Replacement Core Switch to replace failed hardware with a total not-to-exceed amount of \$23,711.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

29 August 2023

**RESOLUTION NO. 4826-23**

**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 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

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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29 August 2023

**RESOLUTION NO. 4827-23**

**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 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

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 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. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

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29 August 2023

**RESOLUTION NO. 4828-23**

**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 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

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Jay Robinson, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Burrell moved to table Agenda Item Number 17. Seconded by Councilmember Boone, motion passed by the following voice votes: AYE – Burrell, Martin, Robinson, and Boone. NAY – Conyers. Councilmember Burrell said this is a City Council task.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Understanding between the Baldwin County Commission, Baldwin County Sheriff's Office, and the City of Fairhope for the administration of the School Resource Officer Program at Baldwin County Public Schools. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

29 August 2023

**RESOLUTION NO. 4829-23**

**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

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 4830-23**

**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

29 August 2023

**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

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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 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. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

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29 August 2023

**RESOLUTION NO. 4831-23**

**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

29 August 2023

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a 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. The motion was seconded by Councilmember Burrell. After Mayor Sullivan explained the resolution, motion passed unanimously by voice vote.

**RESOLUTION NO. 4832-23**

**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: Title Changes, Pay Grade Changes, Reclassify</b>	<b>Department</b>	<b>Current Pay Grade</b>	<b>Change Pay Grade</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

29 August 2023

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a 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. The motion was seconded by Councilmember Conyers. After Mayor Sullivan explained the resolution, motion passed unanimously by voice vote. She said it would take 10 to 14 days to connect.

**RESOLUTION NO. 4833-23**

**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

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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 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

29 August 2023

**RESOLUTION NO. 4834-23**

**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

29 August 2023

Councilmember Martin moved to grant the request of 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant the request of 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. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers moved to approve charge off Uncollectible Utility Accounts for the fiscal year 2016-2017 in the amount of \$226,888.90. Seconded by Councilmember Martin, motion passed unanimously by voice vote. Councilmember Conyers stated that it is a large amount but the number is going down due to more data being collected.

Councilmember Martin moved to approve charge off Insufficient Checks (“NSF”) for fiscal years 2017 through 2019 in the amount of \$3,133.95. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement for a qualified contractor for the Drainage Improvement Project at the West End of Fels Avenue from PL Russell LLC for a not-to-exceed amount of \$77,416.21. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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29 August 2023

**RESOLUTION NO. 4835-23**

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

[1] That the City of Fairhope approves the procurement for a qualified contractor for the Drainage Improvement Project at the West End of Fels Avenue from PL Russell LLC for a not-to-exceed amount of \$77,416.21.

[2] A Request for Quote was sent to three (3) potential vendors for this Public Works purchase and PL Russell LLC was the lowest.

[2] This purchase is under the new State of Alabama Purchasing Threshold for Public Works and does not require formal bids.

ADOPTED ON THIS 29TH DAY OF AUGUST, 2023

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Jay Robinson, Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

No one spoke during Public Participation for Non-Agenda Items.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Alabama Code Section 36-25A-7(a)(3) to discuss imminent, potential, and pending litigation; and Code Section 36-25-7(a)(7) to discuss preliminary negotiations involving matters of trade or commerce in which the entity is in competition with private individuals or entities or other governmental bodies in Alabama or other states or foreign nations. The approximate time to be in Executive Session is 60 minutes. Councilmember Boone moved to go into Executive Session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

29 August 2023

Attorney Chris Williams stated we need to add Code Section 36-25-7(a)(7) for Trade of Commerce as listed above in the request. He said they may take action after Executive Session. Council President Robinson told the audience it is unlikely we will take any action.

Exited the dais at 7:15 p.m. Returned at 8:26 p.m.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:26 p.m.

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Jay Robinson, Council President

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Lisa A. Hanks, MMC  
City Clerk



- Community Affairs Director Paige Crawford addressed the City Council and commented that she and Mayor Sullivan hosted the Alabama Governor's Conference at The Grand in Point Clear. She said that there were between 75 to 100 hotel rooms over the normal number of rooms. Ms. Crawford briefly explained Agenda Items No. 16, No. 24, and No. 25; and answered any questions if needed. She said they need to close Bancroft Avenue to Fairhope Avenue to Magnolia Avenue at 3:30 p.m. Ms. Crawford mentioned First Friday Art Walk is this Friday; and mentioned some merchants being upset. Councilmember Burrell said they may be upset over the Arts Alley Project. Council President Robinson asked about traffic issues. The consensus of the City Council was to continue for a larger sample. Mayor Sullivan suggested continuing through the year.
- Chief Stephanie Hollinghead addressed the City Council regarding Agenda Item No. 18; and answered any questions if needed.
- Planning Director Hunter Simmons addressed the City Council regarding Agenda Items No. 7, No. 8, No. 9, and No. 10; and answered any questions if needed. He commented Phase II of the Community-Based Comprehensive Land Use Plan is to update Ordinances and Procedures. He said one of the delays has been the jurisdiction issue.
- Electric Superintendent Ben Patterson addressed the City Council regarding his employees heading for Gainesville. He said they were requested by Gainesville so we are sending 9 employees who will pre-stage for the Hurricane. He also mentioned the Plantation Point Project. Mr. Patterson briefly explained Agenda Item No. 12; and answered any questions if needed.
- Water and Wastewater Superintendent Daryl Morefield addressed the City Council regarding Agenda Items No. 11, and No. 22; and answered any questions if needed. Agenda Item No. 11 was explained in-depth. Councilmember Burrell questioned the cost and the 16% plus fees; and said the fees were too high. Councilmember Boone said 10% to 12% was usual. Council President Robinson said that if we see cost that far exceeds industry standards, we should look elsewhere. Mr. Morefield said that he had contacted ADEM regarding the Water Connection Project and they were okay with it. Mayor Sullivan explained the chemicals and water quality; and this will be used as a last resort.
- City Treasurer Kim Creech addressed the City Council regarding Agenda Items No. 17, No. 19, No. 26, and No. 27; and answered any questions if needed. Councilmember Martin questioned if other companies were contacted for Professional Consulting Services. Ms. Creech said this is a company that she has worked with and was satisfied. Councilmember Burrell said we could have an advisory committee who could look at this. Mayor Sullivan said they are licensed for this work. Councilmember Conyers said they were to be used for making sure this is the amount needed. Council President Robinson and Councilmember Burrell asked if we do the projects will we run out of cash before those are complete. Ms. Creech said she wanted a 3-year or 5-year plan and how much does the City need. The consensus of the City Council was to table Agenda Item No. 17.

Tuesday, 29 August 2023  
Page -3-

- Mayor Sullivan addressed the City Council regarding Agenda Item No. 5; and answered any questions if needed. City Attorney Marcus McDonald explained the ordinance and the water policy that will follow if adopted. He said the City Council has its primary purpose is to provide adequate and safe water service to customers within the corporate limits of the City of Fairhope. Councilmember Burrell and Martin questioned outside parcels for example at the Airport and if anyone says they do not want to annex. The consensus of the City Council was there were questions that still need to be answered.

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

**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. \_\_\_\_\_

Page -2-

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 11TH DAY OF SEPTEMBER, 2023

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

Attest:

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

ADOPTED THIS THE 11TH DAY OF SEPTEMBER, 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.



ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 1510  
KNOWN AS THE PERSONNEL RULES, POLICIES  
AND PROCEDURES ORDINANCE

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

Section 1. The ordinance known as the Personnel Rules, Policies, and Procedures Ordinance (No. 1510), adopted 14 April 2014, together with the Personnel Handbook of the City of Fairhope, be and the same hereby is changed and altered in respect to the certain sections below:

**Add the following to:**

**VI. EMPLOYEE BENEFITS**

**SECTION 6.11. INCENTIVES FOR RECRUITING NEW EMPLOYEES**

The City provides incentives for current employees who recruit new employees; and they are hired. The following is the incentive payment that will be added to their longevity pay in December:

- New employee is employed 6 months, the referring employee will receive \$250.00
- New employee is employed a year, the referring employee will receive \$250.00

If the new employee remains employed for a year, the referring employee will have received a total of \$500.00 for the referral.

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

Adopted this 11th Day of September, 2023

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

Attest:

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

Adopted this 11th Day of September, 2023

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

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

**AUTHORIZING ACCEPTANCE OF SUBAWARD AGREEMENT  
ADEMLT-SA-007 FOR THE CITY OF FAIRHOPE  
GOMESA LITTER TRAP PROJECT**

**WHEREAS**, The State of Alabama Department of Environmental Management (ADEM) Water Division offers funding pursuant to the Gulf of Mexico Energy Security Act of 2006 (GOMESA) Grant Agreement, as amended, pertaining to the GOMESA Litter Trap Fund; and

**WHEREAS**, the Alabama Department of Conservation and Natural Resources (ADCNR) and (ADEM), Grant#: G-ADEMLT/21/ADEM, as amended (GOMESA Grant Agreement – Amendment No. 1), to offer a subaward for funding the City of Fairhope GOMESA Litter Trap Project in the amount of \$166,725.00 for installation and maintenance of five (5) litter traps on Big Mouth Gully, five (5) on Stack Gully, and two (2) on Cowpen Creek; and funding is to be used for the procurement, deployment, compliance oversight and monitoring, installation, operation and maintenance of litter trap(s); and

**WHEREAS**, the approved project must be carried out in compliance with the subaward agreement, and with all requirements of the GOMESA Grant Agreement, including, but not limited to, compliance with all GOMESA requirements. All funds given pursuant to this subaward agreement shall be expended solely for conducting the approved project;

**WHEREAS**, the project period is for three (3) years from the execution of this agreement; and

**THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council authorizes acceptance of Subaward Agreement ADEMLT-SA007 for the City of Fairhope GOMESA Litter Trap Project in the amount of \$166,725.00 with no city match required; and authorizes Mayor Sherry Sullivan to sign all necessary grant documents on behalf of the City.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2023

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

**ATTEST:**

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

1400 Coliseum Blvd. 36110-2400 • Post Office Box 301463  
Montgomery, Alabama 36130-1463  
(334) 271-7700 • FAX (334) 271-7950

*sdw*

August 24, 2023

Honorable Sherry Sullivan  
Mayor, City of Fairhope  
PO Box 429  
Fairhope, Alabama 36533

**Re: GOMESA Litter Trap Subaward Agreement ADEMLT-SA07**

Dear Mayor Sullivan:

Pursuant to the grant agreement between the Alabama Department of Conservation and Natural Resources and the Alabama Department of Environmental Management (ADEM), Grant #: G-ADEMLT/21/ADEM, as amended (GOMESA Grant Agreement – Amendment No. 1, Attached), ADEM is pleased to offer you subaward funding in the amount of \$166,725.00 for the installation and maintenance of five (5) litter traps on Big Mouth Gully, five (5) on Stack Gully and two (2) on Cowpen Creek, as described in the application.

The approved project must be carried out in compliance with the attached subaward agreement and with all requirements of the GOMESA Grant Agreement, including, but not limited to, compliance with all GOMESA requirements. All funds given pursuant to this subaward agreement shall be expended solely for conducting the approved project.

Please sign Section III of the subaward agreement and return to ADEM. A copy of the fully executed subaward agreement will be provided upon signature of the Director. By signing the subaward agreement, the City of Fairhope accepts the above offer and assumes responsibility to satisfy the assurances in Section II therein. Should you have any questions, please contact Mr. Devin Jenkins at (334) 260-4546 or dmjenkins@adem.alabama.gov.

Sincerely,



Jeffery W. Kitchens, Chief  
Water Division

JWK/JHC/dmj

Attachments (2)

Cc: Nicole Love, City of Fairhope via e-mail

Jan

**SUBAWARD AGREEMENT**  
STATE OF ALABAMA  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
WATER DIVISION

***OFFER AND ACCEPTANCE OF FUNDING PURSUANT THE GULF OF MEXICO ENERGY SECURITY ACT OF 2006 (GOMESA) GRANT AGREEMENT, AS AMENDED, PERTAINING TO THE GOMESA LITTER TRAP FUND***

**SECTION I – OFFER**

**Legal Name & Address of Applicant:**

City of Fairhope  
PO Box 429  
Fairhope, AL 36533

**Phone:** (251) 928-8003

**Authorized Representative:** Honorable Sherry Sullivan

**Federal Employee ID #:**

**Alabama Buys Vendor #:** VC000111364

**Project Name:** City of Fairhope GOMESA Litter Trap Project

**Total Estimated Project Cost:** \$168,675.00

**TOTAL FUNDING OFFERED:** \$166,725.00

**Project Period:** 3 years from the execution of this agreement

**Description of Project:**

Stormwater borne trash and litter is a pervasive issue of concern across Alabama’s coastal watersheds. The installation of litter traps in coastal Alabama watercourses have proven to be effective and successful in capturing litter such as plastic bottles, cups, straws and other long-lived debris that would otherwise discharge into coastal waters.

The goal of this project is to provide funding for the implementation of litter traps into one or more coastal watersheds to improve water quality and promote trash-free communities throughout Mobile and Baldwin counties. The litter collected will be recorded to measure effectiveness and assist in adaptive management for source reduction strategies, which can greatly reduce the amount of trash getting into the waterways.

This funding is to be used for the procurement, deployment, compliance oversight and monitoring, installation, operation and maintenance of litter trap(s) as described in the application and has been adjusted to exclude use for educational signage.

**Categorized Budget:**

Category	Expenditure
Procurement, deployment, compliance oversight and monitoring, operation and maintenance of litter trap(s)	\$166,725.00

**SUBAWARD AGREEMENT**  
STATE OF ALABAMA  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
WATER DIVISION

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Applicant: City of Fairhope  
Subaward Number: ADEMLT-SA07

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The Alabama Department of Environmental Management hereby offers:

To subaward funding in the sum of **\$166,725.00** to the above named applicant to aid in implementation of the project described herein subject to the conditions and assurances included in this document pursuant to the grant agreement, as amended, between the Alabama Department of Conservation and Natural Resources (ADCNR) and ADEM, Grant #: G-ADEMLT/21/ADEM (GOMESA Grant Agreement).

ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

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Lance R. LeFleur, Director

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Date

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**SUBAWARD AGREEMENT**  
 STATE OF ALABAMA  
 DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
 WATER DIVISION

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Applicant: City of Fairhope  
 Subaward Number: ADEMLT-SA07

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**SECTION II – ASSURANCES**

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The applicant hereby gives assurances to the Alabama Department of Environmental Management that:

1. The applicant and project(s) is within Mobile and/or Baldwin County.
2. The applicant will procure all necessary goods and services for the project in accordance with State and local laws and ordinances.
3. Any change to the scope of the project will be submitted to the Department for approval.
4. All funds given pursuant to this agreement shall be expended solely for carrying out the approved project.
5. The approved project must be carried out in compliance with this agreement and with all requirements of the grant agreement, as amended, between the Alabama Department of Conservation and Natural Resources (ADCNR) and ADEM, Grant #: G-ADEMLT/21/ADEM (GOMESA Grant Agreement), including, but not limited to, compliance with all GOMESA requirements.
6. Any duly authorized representative of the Department of Environmental Management shall have access, for the purposes of audit and examination, to any location, books, documents, papers and records that are pertinent to the funding received.
7. The Applicant shall submit to the Department quarterly progress updates on projects funded by GOMESA. Progress reports should include status of installation, operation, and maintenance of litter traps; estimates of the amount of litter removed (pounds); categorized types of litter; positive impacts observed downstream and any other outcome/result. Reports are to be submitted no later than December 31, March 31, June 30 and September 30 of each year following execution of this agreement.
8. The declarations, assurances, representations and statements made by the applicant in the application, and all documents, amendments and communications filed with the Department of Environmental Management by the applicant in support of its request for funding, will be fulfilled.
9. The Department agrees to reimburse the recipient an amount not to exceed the Total Budget Amount for the work performed in accordance with this agreement. To receive reimbursement, records to include receipts, proof of payment, and invoices shall be submitted to the Department and be received no later than the final Project Period Date shown in Section I of this Agreement. The Department, at its sole discretion, may request additional justification or documentation relating to the use of these funds.

**SUBAWARD AGREEMENT**  
STATE OF ALABAMA  
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT  
WATER DIVISION

Applicant: City of Fairhope  
Subaward Number: ADEMLT-SA07

---

**SECTION III – ACCEPTANCE**

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On behalf of (Legal Name of Applicant)

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I, the undersigned, being duly authorized to take such action, do hereby accept this offer and make the assurances contained therein.

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

Name and Title (Type or Print): \_\_\_\_\_



STATE OF ALABAMA  
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES  
64 NORTH UNION STREET, SUITE 464  
MONTGOMERY, ALABAMA 36130

KAY IVEY  
GOVERNOR

CHRISTOPHER M. BLANKENSHIP  
COMMISSIONER

EDWARD F. POOLOS  
DEPUTY COMMISSIONER

STATE LANDS DIVISION  
PATRICIA POWELL MCCURDY  
DIRECTOR

JAMES DOUGLAS DEATON, JR.  
ASSISTANT DIRECTOR

TELEPHONE (334) 242-3484  
FAX (334) 242-0999

August 16, 2023

Marilyn Elliott, Deputy Director  
Alabama Department of Environmental Management  
Post Office Box 301463  
Montgomery, AL 36130

RE: GOMESA Grant Agreement # G-ADEMLT/21/ADEM

Dear Ms. Elliott:

Enclosed is a fully executed original of the above-referenced Amendment for your records.

As a reminder, per paragraph 21 of the GOMESA Grant Agreement, please notify the ADCNR of any press events related to this project, at least 5 working business days prior to the event.

If you have any questions, contact this office at the number above or by e-mail at [wendy.newman@dcnr.alabama.gov](mailto:wendy.newman@dcnr.alabama.gov) or Jeremiah Kolb at (251) 621-1909. Jeremiah's email is: [jeremiah.kolb@dcnr.alabama.gov](mailto:jeremiah.kolb@dcnr.alabama.gov).

Sincerely,

Wendy Newman  
Paralegal  
State Lands Division

wn  
Enclosure

RECEIVED

AUG 22 2023

WATER DIVISION



STATE OF ALABAMA )  
MONTGOMERY COUNTY )

Grant: G-ADEMLT/21/ADEM  
Amendment No. 1

GOMESA GRANT AGREEMENT  
AMENDMENT No. 1

This GOMESA Grant Agreement Amendment No. 1 (hereinafter "Amendment") is made by and entered into between the State of Alabama Department of Conservation and Natural Resources (hereinafter "ADCNR") and the **Alabama Department of Environmental Management** (hereinafter "Grantee") (ADCNR and Grantee collectively hereafter as "Parties").

WHEREAS, ADCNR and Grantee entered into an Agreement effective September 2, 2022, the "Original Agreement" (attached hereto as "Exhibit No. 1"); and


WHEREAS, by this Amendment No. 1, ADCNR and Grantee now desire to extend the project period and amend certain terms and conditions of the Original Agreement;

Pursuant to this Amendment, ADCNR and Grantee agree as follows:

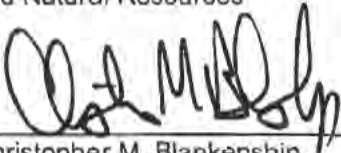
1. Paragraph 3 of the Original Agreement shall be deleted and replaced with the following:  
  
3. PROJECT PERFORMANCE PERIOD: The Project Performance Period shall begin on September 2, 2022 and end on September 15, 2026.
2. Exhibit A attached to the Original Agreement shall be deleted and replaced by the "Updated Exhibit A" attached hereto as Exhibit No. 2.
3. All other terms and conditions of the Original Agreement remain in full force and effect.

**IN WITNESS WHEREOF**, ADCNR and the Grantee have executed this Amendment No. 1 as of the date of the ADCNR Commissioner's signature below:

RECOMMENDED:

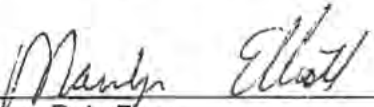
  
\_\_\_\_\_  
Patricia Powell McCurdy  
Director  
State Lands Division

STATE OF ALABAMA  
Department of Conservation  
and Natural Resources


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

Date: 8-8-23

Alabama Department of Environmental Management

  
\_\_\_\_\_  
Lance R. LeFleur  
Director

APPROVED LEGAL

  
\_\_\_\_\_

Reviewed By Accounting

  
\_\_\_\_\_  
ADCNR Accounting Director

STATE OF ALABAMA )

ADCNR GRANT#: G-ADEMLT/21/ADEM

MONTGOMERY COUNTY )

**GOMESA GRANT AGREEMENT**

THIS GOMESA GRANT AGREEMENT, ("Agreement") is made and entered by and between the State of Alabama Department of Conservation and Natural Resources hereinafter, referred to as "ADCNR", and the Alabama Department of Environmental Management, hereinafter referred to as "Grantee" (ADCNR and Grantee collectively hereinafter "Parties").

In consideration of the mutual covenants herein contained, Grantee hereby agrees to perform, in proper sequence and in the time specified, all tasks necessary for successful completion of the project as hereinafter set forth.

1. **PROJECT PURPOSE AND IDENTITY:** The purpose of the Agreement is to provide funding under the Gulf of Mexico Energy Security Act of 2006 (GOMESA) to Grantee in accordance with the authorized uses and purposes set forth in GOMESA to procure and deploy litter traps in coastal Alabama as described in the Disbursement Justification attached as Exhibit A ("Project").
2. **PROJECT SERVICES:** Grantee warrants and represents that it will use the GOMESA funds provided under this Agreement in accordance with approved GOMESA uses and consistent with all applicable state and federal laws. Furthermore, Grantee shall provide, in accordance with all applicable laws, executive orders, codes, regulations, etc., all the necessary labor, materials, services, and facilities to successfully complete the Project and fulfill all requirements of this Agreement including, but not limited to, requirements as set forth in Paragraphs 9 and 18.
3. **PROJECT PERFORMANCE PERIOD:** The Project Performance Period shall begin on the date of the Commissioner's signature ("Project Commencement Date"), and end September 15, 2025.
4. **AGREEMENT TERM:** The Agreement Term for the fulfillment of all Project Services shall begin on the date of the Commissioner's signature ("Effective Date") and end ninety (90) days after the end of the Project Performance Period, unless extended in writing by ADCNR by amendment as provided herein.
5. **NOTICE TO PROCEED:** Grantee shall proceed with performing Project Services upon receipt of a fully executed Agreement which has been approved by the appropriate State of Alabama officials.

6. **FUNDING AMOUNT/PAYMENT:** ADCNR agrees to provide advance disbursement of GOMESA funds to Grantee for payment of Allowable Costs pursuant to a single payment for a total Agreement amount not to exceed ONE MILLION AND 00/100 (\$1,000,000.00) to allow satisfactory completion of all Project Services following full execution of this Agreement and submission by Grantee of an invoice for payment which shall include a reference to the Grant Number identified above. In the event these funds are not fully expended before the end of the Project Performance Period, the Grantee shall return the remaining funds to the ADCNR prior to the end of the Agreement Term in such manner as specified by ADCNR.
7. **CONTINGENCY/ FUNDING AVAILABILITY:** Grantee acknowledges and agrees that the commencement and continuation of funding pursuant to this Agreement shall be specifically contingent upon the receipt and availability of GOMESA funding for this Project.
8. **ALLOWABLE COSTS:** Allowable Costs allowed under this Agreement shall be determined in accordance with Exhibit A, subject to all requirements of GOMESA, local, state, and federal laws, as well as other applicable requirements including the following:
  - a. Grantee agrees that any expenditure related to any type of lower tier contract or subaward support prior to execution of a written agreement for such purpose shall not qualify as an Allowable Cost.
  - b. Grantee shall immediately notify ADCNR in writing in the event, subsequent to execution of this Agreement, it receives other financial assistance to support or fund any activity related to Project Services. Grantee further agrees that no costs funded by such other sources constitute Allowable Costs to be funded pursuant to this Agreement.
  - c. Grantee acknowledges that no pre-award costs or other costs incurred prior to the Effective Date of this Agreement shall constitute Allowable Costs, unless it receives express written approval from ADCNR.
  - d. Grantee agrees that all disbursed funds shall be expended solely for Allowable Costs and that the amount of any expenditure determined by ADCNR not to constitute an Allowable Cost shall be immediately returned to ADCNR in such manner as specified by ADCNR.
9. **REPORTS:** Grantee agrees to submit semi-annual financial and performance reports no later than April 30 and October 30 of each year following execution of this Agreement. The semi-annual reports shall provide supporting documentation detailing Allowable Cost expenditures and Project activities during the reporting period. The Grantee further agrees

to submit a Completion Report no later than ninety (90) days after the end of the Project Performance Period. The Completion Report must include a summary financial report detailing Project expenditures and a certification confirming both that Grantee has completed all Project Services and that all expenditures by Grantee of funds received pursuant to this Agreement constituted Allowable Costs. The Completion Report shall include supporting documentation establishing the Allowable Costs as to all expenditures, documents necessary to evidence successful Project completion, and any other documents to be maintained by ADCNR for purposes of recordkeeping and audit compliance. Additionally, if requested by ADCNR, data and reports generated or compiled within the scope of this Agreement shall be provided in digital format as may be specified by ADCNR. Grantee agrees that failure to submit such reports in a timely manner may result in the termination of this Agreement. All reports and correspondence submitted to ADCNR in connection with this Agreement shall be identified by the Grant Number identified above and shall be sent to the following:

Alabama Department of Conservation and Natural Resources  
 Attention: GOMESA Coordinator  
 31115 Five Rivers Blvd.  
 Spanish Fort, AL 36527

#### 10. INDEMNIFICATION AND HOLD HARMLESS:

- a. Grantee agrees to protect, defend, indemnify, save and hold harmless the State of Alabama and ADCNR, and any and all of their officers, agents, and employees, from and against any and all claims, demands, expense and liability arising out of injury or death to any person, or the damage, loss or destruction of any property, which may occur or in any way grow out of, any act or omission of ADCNR, its officers, agents, and employees, the Grantee, and the Grantee's agents, servants, employees, and subcontractors. Grantee's obligation and duty to protect, defend, indemnify, save and hold harmless ADCNR and its agents and employees shall include and extend to any and all costs, expenses, attorney fees, judgments, awards, and settlements incurred by the parties or their agents or employees as a result of any claims, demands, and/or causes of action arising out of the performance of the obligations or objectives set forth herein. Grantee agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims are groundless, false or fraudulent.
- b. Grantee further agrees it releases from liability and waives its right to sue the State of Alabama and ADCNR, and their officers, agents, and employees, regarding any and all claims resulting in any physical injury, economic loss, or other damage or loss as a result of or related in any way to the Agreement.

- c. The provisions of this Paragraph 10 shall survive the Agreement Term and remain a continuing obligation of Grantee.
11. **CLAIMS FOR LIENS:** Grantee shall be solely liable for and shall hold the State of Alabama, all State Agencies, Boards and Commissions, along with the respective officers, agents, servants, employees, and volunteers of each, harmless from any and all claims or liens for labor, services or material furnished to Grantee in connection with the performance of its obligations under this Agreement.
  12. **ASSIGNMENT / AMENDMENT:** Grantee shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of ADCNR. ADCNR may from time to time, request amendments to various provisions of this Agreement. Such amendments, which are mutually agreed upon between ADCNR and Grantee, must be in writing and approved by all signatory/authorities prior to becoming effective.
  13. **CLOSEOUT PROCESS:** The closeout process is the final reconciliation and reporting of program expenses and activities. This involves reviewing program expenditures and completion of deliverables, resolving any open commitments, collecting subrecipient documents, and submitting the required final reports, while adhering to the schedule developed by ADCNR. Grantee shall promptly finalize the closeout process upon the conclusion of the Project Performance Period. Any remaining payments or amounts otherwise due to Grantee may be withheld until all closeout documents and deliverables have been received by ADCNR.
  14. **TITLE VI AND EQUAL EMPLOYMENT OPPORTUNITY:** The Grantee will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements issued pursuant to that title. In accordance with Title VI of that Act, no person in the United States shall, on the ground of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this Agreement.
  15. **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the successors and assigns of the respective Parties hereto.
  16. **COMPLIANCE WITH LAWS:** The Grantee shall comply with all applicable laws, ordinances, regulations, and codes of the federal, state, and local governments in the performance of this Agreement. Grantee shall procure all applicable federal, state, and local permits and shall pay all said fees. Grantee further agrees and acknowledges that the ADCNR is relying upon the Grantee to maintain compliance with all provisions of GOMESA in connection with Project Services and related activities and expenditures.

17. **TAX / ASSESSMENT RESPONSIBILITY:** Grantee hereby agrees that the responsibility for payment of any taxes or assessments associated with the Project shall be the Grantee's obligation and shall be identified under the appropriate Tax Identification Number.
18. **ACCESS TO RECORDS:** The State of Alabama, through ADCNR auditors and/or Alabama Examiners of Public Accounts, and the Federal Government, through any of their duly authorized representatives, shall be entitled to audit the books, documents, papers, records of the Grantee, and any lower tier recipients which are reasonably related to this Agreement. Grantee agrees to assist with any such audit as requested by ADCNR and further agrees to the following:
- a. Grantee shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and shall make such materials available at their respective offices at all reasonable times during the Agreement period and for six (6) years after date of final payment under this Agreement or as otherwise required pursuant the Department of Conservation and Natural Resources Records Disposition Authority (requirements current as of date of this Agreement available at: [https://archives.alabama.gov/officials/rdas/conservation\\_rda.pdf](https://archives.alabama.gov/officials/rdas/conservation_rda.pdf)), whichever period expires later, for inspection by any of the above entities, and copies thereof shall be furnished, if requested.
  - b. Pursuant to Alabama Act No. 94-414, Grantee must forward a copy of every audit report issued in connection with funding provided under this Agreement where public funds are received and/or disbursed to: Department of Examiners of Public Accounts, P. O. Box 302251, Montgomery, Alabama 36130-2251, ATTN: Audit Report Repository; or to [Central.Records@Examiners.Alabama.gov](mailto:Central.Records@Examiners.Alabama.gov). Grantee shall also simultaneously therewith forward a copy of same to ADCNR.
  - c. The provisions of this Paragraph 18 shall survive the Agreement Term and remain a continuing obligation of Grantee.
19. **INSURANCE:** In addition, Grantee shall maintain in force, at its sole expense, liability insurance for injury or death or damage to property, in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000), and shall include ADCNR, its officers, employees, and agents, as additional insureds in said insurance policy. Grantee shall provide to ADCNR a current certificate of insurance and said insurance carrier or carriers shall be required to provide unto ADCNR at least thirty (30) days' written notice of any cancellation or modification of coverage under any such policies. Any notices required to be provided by ADCNR hereunder shall be made to General Counsel, State of Alabama Department of Conservation and Natural Resources, 64 North Union Street, Suite 474, Montgomery, Alabama, 36130.

**20. TERMINATION:** In addition to terms of Paragraphs 7 and 24, this Agreement may be terminated as follows:

- a. If, in the determination of ADCNR, Grantee fails to fulfill in timely and proper manner its obligations under this Agreement or violates any of the covenants, agreements or stipulations of this Agreement, ADCNR, in addition to all other available remedies, shall thereupon have the right to terminate this Agreement by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
- b. ADCNR may terminate this Agreement at any time without cause by giving written notice to Grantee, pursuant to Paragraph 30, of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date. In that event, at the option of ADCNR, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by Grantee under this Agreement shall become the property of ADCNR.
- c. If the Agreement is terminated by ADCNR, as provided herein, Grantee shall promptly submit a statement detailing the actual services performed and associated Allowable Costs to date of termination. The Grantee shall immediately return any remaining funds to ADCNR in such manner as specified by ADCNR.

**21. PRESS / EVENTS:** Grantee shall notify the ADCNR of the location, date, and time of any press conferences, press releases, etc. related to this Project at least five (5) working days prior to the scheduled event or release.

**22. CONFLICT OF INTEREST CERTIFICATION:** The Grantee by his/her/its signature, certifies to the best of his/her/its knowledge and belief, no conflicts of interest existed or now exist which have, may have or have had any effect on this Agreement or any expenditure of funds associated with this Agreement. In addition, in the event Grantee cannot maintain this certification at any point during the Agreement Term, Grantee shall immediately notify ADCNR in writing at the address set forth in Paragraph 30 and suspend performance of services under this Agreement as well as any expenditure of funds under this Agreement until the potential conflict of interest is resolved to ADCNR's satisfaction.

23. **NONDISCRIMINATION:** Grantee agrees to comply with all federal and state laws which prohibit discrimination, including on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status or disability.
24. **PRORATION:** In the event of the proration of the fund from which payment under this Agreement is to be made, the Agreement will be subject to termination.
25. **NOT A DEBT OF THE STATE:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Agreement, be enacted, then that conflicting provision in the Agreement shall be deemed null and void.
26. **ALTERNATIVE DISPUTE RESOLUTION:** In the event of any dispute between the Parties, senior officials of both Parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this Agreement which are not resolved by negotiation, the Parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar.
27. **IMMIGRATION:** By signing this Agreement, the Grantee affirms, for the duration of the Agreement, that it will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, if found to be in violation of this provision, Grantee shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.
28. **NOT ENTITLED TO MERIT SYSTEM:** Grantee understands and agrees that nothing in this Agreement entitles Grantee to any benefits of the Alabama State Merit System.
29. **BOYCOTT:** In compliance with Alabama Act No. 2016-312, Grantee hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which the State can enjoy open trade.



30. **NOTICE:** Contact information of Parties for purposes of providing notice pursuant to the terms of this Agreement will be as set forth below, unless and until updated information is provided;

All notices required to be given to ADCNR shall be sufficient if sent by certified mail or overnight courier to the following address:

To ADCNR:

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

All notices required to be given to the Grantee shall be sufficient if sent by certified mail or overnight courier to the following address:

To Grantee:

Attention: Marilyn Elliott, Deputy Director  
Alabama Department of Environmental Management  
P.O. Box 301463  
Montgomery, AL 36130-1463

31. **SEVERABILITY:** In the event any terms or provisions of this Agreement are deemed to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms or provisions hereof.
32. **GOVERNING LAW / SOVEREIGN IMMUNITY:** This Agreement and related matters shall be construed in accordance with and governed by the substantive and adjective laws of the State of Alabama, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Compilation of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.
33. **CHOICE OF LAW / VENUE:** Grantee agrees that the laws of the State of Alabama shall govern and be controlling and binding over the provisions of the rights herein granted, and that, notwithstanding any provision to the contrary, the venue of any legal action brought in connection herewith shall be the Circuit Court of Montgomery County, Alabama.
34. **ENFORCEMENT OF RIGHTS AND OBLIGATIONS:** Failure of ADCNR to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

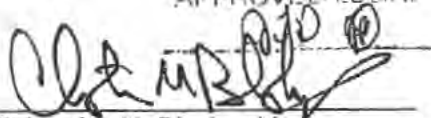
35. **FORCE MAJEURE:** In the case of a Force Majeure Event as defined herein, ADCNR reserves the right to immediately terminate the Agreement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Agreement due to any failure to perform its obligations as a result of a cause beyond its control, including, without limitation: (i) acts of God; (ii) flood, fire or explosion; (iii) actions, embargoes, quarantines, or blockades in effect on or after the date of this Agreement; (iv) national, state, or regional emergency whether ongoing or occurring on or after the date of this Agreement; (v) public health emergencies, outbreak, epidemic, or pandemic, whether ongoing or occurring on or after the date of this Agreement, including, without limitation, COVID-19; or (vi) any other event which is beyond the reasonable control of such party (each of the foregoing, a "Force Majeure Event").
36. **NO AGENCY:** By entering into this Agreement, Grantee understands and agrees it is not an agent of ADCNR, its officers, employees, agents or assigns. Nothing in this Agreement creates an agency relationship between the Parties.
37. **COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
38. **SUPERSEDES:** ADCNR and grantee 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.
39. **REVIEW AND EXECUTION:** Grantee acknowledges and agrees that it has had the opportunity to seek legal counsel in connection with reviewing and executing this Agreement. Accordingly, any rule of law or legal decision potentially requiring interpretation of any claimed ambiguity in this Agreement against the drafting party shall have no application and is expressly waived by Grantee.

[Signatures on following page]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized.

ADCNR:

APPROVED LEGAL

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

Date: 9-2-22

GRANTEE:

  
\_\_\_\_\_  
Signature

Lance R. Lefleur  
Printed Name

Director  
Title

Reviewed By Accounting

  
\_\_\_\_\_  
DCNR Accounting Director

## EXHIBIT A

### State of Alabama Gulf of Mexico Energy Security Act of 2006 Disbursement Justification

#### Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs.

#### Project Description:

##### Alabama Department of Environmental Management Coastal Area Litter Traps

When consumer goods, often single-use disposables, are littered or improperly managed, this trash can find its way into rivers, streams and other waterways. These waterways ultimately empty into the Gulf of Mexico waters, where the trash becomes marine debris.

Litter in coastal waters adversely affects water quality, which in turn adversely affects aquatic life including fin and shellfish, sea turtles, mammals, reptiles, waterfowl, and other wildlife, as well as submerged aquatic vegetation. As debris accumulates, habitat structure may be modified, light levels may be reduced in underlying waters, and oxygen levels may be depleted. These changes can undermine the ability of benthic habitats to support aquatic life. The EPA also notes that impacts of mismanaged trash can include habitat impacts, chemical impacts, biological impacts, and human impacts. Littered debris can directly interfere with navigation, impede commercial and recreational fishing, threaten health and safety, and reduce tourism. Aquatic trash also reduces the aesthetic and recreational values of rivers, beaches and marine resources. The buildup of plastic debris on beaches is of particular concern for coastal cities in Mobile and Baldwin County since unsightly debris and entangled marine life can reduce the area's attractiveness to local residents and tourists.

Many types of litter require decades or more to degrade so the adverse effects are cumulative and long lasting. While public education can help reduce littering, it is unrealistic to expect education to completely eliminate the problem. It is also impractical to identify all the responsible parties, so litter traps are a practical solution.

Municipalities have many competing budget priorities, so they often forgo aggressive litter control. However, based on experience with presently installed litter traps, municipalities have been willing to service the litter traps as a regular stop on garbage and trash collection routes.

Grantee, in cooperation with local project partners in Mobile and Baldwin Counties, plans to provide assistance and pass-through funding to local governments within Mobile County and/or Baldwin County as part of this project to address the number one pervasive issue of concern across Alabama's coastal watersheds - stormwater borne trash and litter in our waters, as noted in the Mobile Bay National Estuary Program's (MBNEP) Comprehensive Conservation Management Plan (2018-2023). ADEM, in consultation and agreement with local project partners, will identify points of greatest need and target the best locations for the implementation of at least two litter traps in one or more watersheds to improve water quality and promote trash-free communities as part of this project. Over time, this coordinated systematic approach will optimize the results of the investment in litter control. Following identification of an implementation location, Grantee will enter subaward agreements with local governments prior to distributing any funding received by Grantee under this Agreement.

The installation of litter traps in coastal Alabama watercourses have proven to be effective and successful in capturing litter such as plastic bottles, cups, straws, and other long-lived debris that would otherwise discharge into coastal waters. The objective is to improve water quality in the coastal area of Alabama.

The goal of this project is to place *at least two* litter traps into the coastal waters of Alabama. Litter collected will be recorded to measure effectiveness and assist in adaptive management for source reduction strategies, which can greatly reduce the amount of trash getting into the waterways.

Grantee will be responsible for oversight and monitoring of all funding disbursed to local governments to ensure compliance with all requirements of this Agreement including, but not limited to, compliance with all GOMESA requirements.

#### Project Duration:

This project is expected to take approximately 36 months from the execution of the Agreement.

#### Project Costs

Funding will be provided to the Grantee as a single disbursement following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs.

Anticipated Costs:

Category	Estimated Cost
Procurement, Deployment and Compliance Oversight and Monitoring as necessary for installation of at least 2 Litter Traps. Additionally, if funding is available, the Department will fund up to two years of operation and maintenance of the litter traps that are installed under this agreement.	\$1,000,000
<b>Total Not to Exceed</b>	<b>\$1,000,000</b>

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities, in addition to subaward funding to local governments within Mobile and/or Baldwin counties. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

Nexus to Authorized Use:

This project meets the criteria set forth in authorized use (b) Mitigation of damage to fish, wildlife, or natural resources; and (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan.

\*\*\*\*\*

Submitted and Approved By:   
 Lance R. LeFleur Director  
 Alabama Department of Environmental Management

## Exhibit 2

### UPDATED EXHIBIT A

#### State of Alabama Gulf of Mexico Energy Security Act of 2006 Disbursement Justification

##### Background:

The Gulf of Mexico Energy Security Act (GOMESA) was enacted by Congress in 2006 and significantly enhances outer Continental Shelf (OCS) oil and gas leasing activities and revenue sharing in the Gulf of Mexico. Among other things, GOMESA provides for enhanced sharing of leasing revenues with Gulf producing states and the Land & Water Conservation Fund for Coastal Restoration projects. The GOMESA authorizes uses of the proceeds for the following purposes:

- a. Projects and activities for the purposes of coastal protection, including conservation, coastal restoration, hurricane protection, and infrastructure directly affected by coastal wetland losses;
- b. Mitigation of damage to fish, wildlife, or natural resources;
- c. Implementation of a federally approved marine, coastal, or comprehensive conservation management plan;
- d. Mitigation of the impact of outer Continental Shelf activities through the funding of onshore infrastructure projects; and
- e. Planning assistance and the administrative costs of complying with GOMESA.

##### Project Description:

##### Alabama Department of Environmental Management Coastal Area Litter Traps

When consumer goods, often single-use disposables, are littered or improperly managed, this trash can find its way into rivers, streams and other waterways. These waterways ultimately empty into the Gulf of Mexico waters, where the trash becomes marine debris.

Litter in coastal waters adversely affects water quality, which in turn adversely affects aquatic life including fin and shellfish, sea turtles, mammals, reptiles, waterfowl, and other wildlife, as well as submerged aquatic vegetation. As debris accumulates, habitat structure may be modified, light levels may be reduced in underlying waters, and oxygen levels may be depleted. These changes can undermine the ability of benthic habitats to support aquatic life. The EPA also notes that impacts of mismanaged trash can include habitat impacts, chemical impacts, biological impacts, and human impacts. Littered debris can directly interfere with navigation, impede commercial and recreational fishing, threaten health and safety, and reduce tourism. Aquatic trash also reduces the aesthetic and recreational values of rivers, beaches and marine resources. The buildup of plastic debris on beaches is of particular

concern for coastal cities in Mobile and Baldwin County since unsightly debris and entangled marine life can reduce the area's attractiveness to local residents and tourists.

Many types of litter require decades or more to degrade so the adverse effects are cumulative and long lasting. While public education can help reduce littering, it is unrealistic to expect education to completely eliminate the problem. It is also impractical to identify all the responsible parties, so litter traps are a practical solution.

Municipalities have many competing budget priorities, so they often forego aggressive litter control. However, based on experience with presently installed litter traps, municipalities have been willing to service the litter traps as a regular stop on garbage and trash collection routes.

Grantee, in cooperation with local project partners in Mobile and Baldwin Counties, plans to provide assistance and pass-through funding to local governments within Mobile County and/or Baldwin County as part of this project to address the number one pervasive issue of concern across Alabama's coastal watersheds – stormwater borne trash and litter in our waters, as noted in the Mobile Bay National Estuary Program's (MBNEP) Comprehensive Conservation Management Plan (2019-2023). ADEM, in consultation and agreement with local project partners, will identify points of greatest need and target the best locations for the implementation of at least two litter traps in one or more watersheds to improve water quality and promote trash-free communities as part of this project. Over time, this coordinated systematic approach will optimize the results of the investment in litter control. Following identification of an implementation location, Grantee will enter subaward agreements with local governments prior to distributing any funding received by Grantee under this Agreement.

The installation of litter traps in coastal Alabama watercourses have proven to be effective and successful in capturing litter such as plastic bottles, cups, straws, and other long-lived debris that would otherwise discharge into coastal waters. The objective is to improve water quality in the coastal area of Alabama.

The goal of this project is to place *at least two* litter traps into the coastal waters of Alabama. Litter collected will be recorded to measure effectiveness and assist in adaptive management for source reduction strategies, which can greatly reduce the amount of trash getting into the waterways.

Grantee will be responsible for oversight and monitoring of all funding disbursed to local governments to ensure compliance with all requirements of this Agreement including, but not limited to, compliance with all GOMESA requirements.

**Project Duration:**

This project is expected to take approximately forty-eight (48) months from the execution of the Agreement.

**Project Costs**

Funding will be provided to the Grantee as a single disbursement following execution of the Grant Agreement for this project and submission of an invoice for payment of Allowable Costs.



**Anticipated Costs:**

Category	Estimated Cost
Procurement, Deployment and Compliance Oversight and Monitoring as necessary for installation of at least 2 Litter Traps. Additionally, if funding is available, the Department will fund up to three (3) years of operation and maintenance of the litter traps that are installed under this agreement.	\$1,000,000
<b>Total Not to Exceed</b>	<b>\$1,000,000</b>

Category line items above are general descriptions of the type of activities anticipated to be necessary in order to achieve project completion. These categories may include itemized personnel time and/or contract services associated with project activities, in addition to subaward funding to local governments within Mobile and/or Baldwin counties. In addition, the final costs of project activities may vary from the individual line-item estimates set forth above. However, funding shall in no event exceed the total amount of approved funding for Allowable Costs as set forth pursuant to the Grant Agreement.

**Nexus to Authorized Use:**

This project meets the criteria set forth in authorized use (b) Mitigation of damage to fish, wildlife, or natural resources; and (c) Implementation of a federally approved marine, coastal, or comprehensive conservation management plan.

\*\*\*\*\*

Submitted and Approved By:   
 Lance R. LeFleur, Director  
 Alabama Department of Environmental Management

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

**WHEREAS**, on December 12, 2022, the City Council approved and authorized Mayor Sherry Sullivan to extend the Maynard, Cooper & Gale, P.C. Engagement Letter Agreement for the City of Fairhope for an additional year from October 2022 to September 2023.

**WHEREAS**, the Mayor is desirous to extend this engagement for an additional year from October 2023 to September 2024 with a not-to-exceed amount of \$96,000.00 (retainer fee of \$8,000.00 per month).

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City Council hereby authorizes Mayor Sherry Sullivan to execute a second year extension of the Maynard, Cooper & Gale, P.C. Engagement Letter Agreement for the City of Fairhope from October 2023 to September 2024 with a retainer fee of Eight Thousand Dollars (\$8,000.00) per month; and a not-to-exceed amount of \$96,000.00.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2023

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

Attest:

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

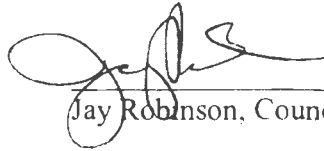
**RESOLUTION NO. 4648-22**

**WHEREAS**, on April 11, 2022 the City Council approved and authorized Mayor Sherry Sullivan to execute the Maynard, Cooper & Gale, P.C. Engagement Letter Agreement for the City of Fairhope. Engagement Letter Agreement was executed for a six (6) month period with a not-to-exceed amount of \$54,000.00 via Resolution No. 4432-22.

**WHEREAS**, the Mayor is desirous to extend this engagement for an additional year from October 2022 to September 2023 with a not-to-exceed amount of \$96,000.00 (retainer fee of \$8,000.00 per month).

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City Council hereby authorizes Mayor Sherry Sullivan to execute a one year extension of the Maynard, Cooper & Gale, P.C. Engagement Letter Agreement for the City of Fairhope. Engagement Letter with Maynard, Cooper & Gale, P.C. from October 2022 to September 2023 with a retainer fee of Eight Thousand Dollars (\$8,000.00) per month; and a not-to-exceed amount of \$96,000.00.

DULY ADOPTED THIS 12TH DAY OF DECEMBER, 2022



Jay Robinson, Council President

Attest:



Lisa A. Hanks, MMC  
City Clerk

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 023-02), Lease Fairhope Soccer Concession Stand at the Soccer Complex, with Blast Soccer Club, Inc. per the terms and conditions of the original contract. The lease is \$417.00 per month paid to the City of Fairhope.

Adopted on this 11th day of September, 2023

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

Attest:

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

*LAD*



**MEMO**

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

*Erin Wolfe*

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

Sherry Sullivan  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

Date: September 1, 2023

**Re: Approval by City Council for Extension No. 1 for Bid No. 23-003 Lease of Fairhope Soccer Concession Stand**

The Mayor, Sherry Sullivan, is requesting Extension No. 1 for Bid No. 23-003 Lease of Fairhope Soccer Concession Stand. The original lease agreement was executed on October 20, 2022 and awarded to Blast Soccer Club, Inc.. The request for Extension No. 1 will extend the referenced lease agreement until October 19, 2024.

The Vendor has agreed to Extension No. 1, with all terms and conditions of the bid award.

**Please place on the next City Council Agenda this request to approve the Extension No. 1 for Bid No. 23-003 Lease of Fairhope Soccer Concession Stand to Blast Soccer Club, Inc. for the same terms and conditions as the original bid award.**

Enclosure

Cc: Sherry Sullivan, Clint Steadham

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

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

**City of Fairhope**  
**Bid No. 23-003**  
**Lease of Fairhope Soccer Concession Stand**  
**Lease Agreement Extension No. 1**

This EXTENSION NO.1 of LEASE AGREEMENT ("Extension") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, for the purpose of extending the lease agreement known as **Bid No. 23-003 Lease of Fairhope Soccer Concession Stand**, dated **October 20, 2022**, ("Original Contract") between the **City of Fairhope** and **Blast Soccer Club, Inc.** (the "Parties").

1. Extension 1 of this agreement, which is attached hereto as a part of this Extension, is described below:

**Bid No. 23-003 Lease of Fairhope Soccer Concession Stand**

and will end on **October 19, 2023 at midnight.**

2. The Parties agree to extend Extension 1 agreement for an additional period, which will begin immediately upon the expiration of the original time period **October 20, 2023** and will end on **October 19, 2024.**

3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Lease Agreement, is the entire agreement between the Parties. All other terms and conditions of the Original Lease Agreement, including pricing, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension as of the day and year first above written.

**THE CITY OF FAIRHOPE, ALABAMA**

**ATTEST:**

\_\_\_\_\_  
BY: **Sherry Sullivan, Mayor**

\_\_\_\_\_  
BY: **Lisa A. Hanks, MMC, City Clerk**

**NOTARY FOR THE CITY**

STATE OF ALABAMA}  
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that **Sherry Sullivan** as Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, being informed of the contents of the document she executed the same voluntarily on the date of the same bears date.

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

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

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



**RESOLUTION NO. 4574-22**

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

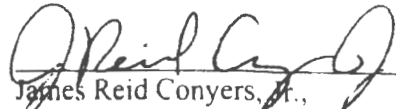
[1] That the City of Fairhope did request, receive, and open bids to Lease Fairhope Soccer Concession Stand for (Bid No. 23-003) at the Soccer Complex at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

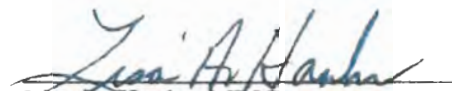
Blast Soccer Club, Inc.            \$417.00 per month lease

[3] At the appointed time and place; after evaluating the bid with the required specifications, Blast Soccer Club, Inc. is now awarded (Bid No. 23-003) Lease Fairhope Soccer Concession Stand for \$417.00 per month.

ADOPTED ON THIS 10TH DAY OF OCTOBER, 2022

  
James Reid Conyers, Jr.,  
Council President

Attest:

  
Lisa A. Hanks, MMC  
City Clerk



**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") is made and entered into on the 20<sup>th</sup> day of October, 2022 (the "Effective Date"), by and between the City of Fairhope, Alabama, an Alabama municipal corporation ("Lessor"), and Blast Soccer Club, Inc. ("Lessee", and together with Lessor, the "Parties", or individually, a "Party").

**Recitals**

- A. Lessor is the record title owner of that certain parcel of real property located in Baldwin County, Alabama, more particularly described on Exhibit A attached hereto (the "Master Parcel"), which is currently improved and operated as the Fairhope Sports Complex.
- B. A portion of the Master Parcel is currently improved with a concession facility and conference center (the "Property"), generally depicted on the site plan attached hereto as Exhibit B.
- C. The Property is declared to be surplus property of the Lessor and is not needed for public or municipal purposes during the term of this Lease. Lessor has agreed to lease the Property on the terms and conditions set forth herein.

**Agreement**

NOW THEREFORE, for and in consideration of the premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, Lessor and Lessee hereby covenant and agree as follows:

**Section 1. PROPERTY.** Subject to and upon the terms and conditions set forth herein, Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor for the term and rent herein set forth, all of Lessor's right, title and interest in and to the Property, together with a non-exclusive right to use all parking sites and pedestrian walkways within the Master Parcel.

**Section 2. TERM OF LEASE.** The Property shall be leased by Lessor to Lessee for a term of [one] (1) year(s), commencing on the Effective Date and expiring at 12:00 midnight on the first anniversary of the Effective Date, unless otherwise extended by written agreement of the Parties or sooner expired or terminated in accordance with this Lease or by operation of law (the "Term").

**Section 3. RENT.**

(a) **Base Rent.** During the Term, commencing on the Effective Date, Base Rent for the Property shall be [\$5,004.<sup>00</sup>], payable in equal monthly installments of [\$417.<sup>00</sup>]. The Base Rent shall be due and payable on or before the first (1<sup>st</sup>) day of each consecutive calendar month during the Term, and Lessee hereby agrees to pay the Base Rent to Lessor monthly in advance without the necessity of demand by Lessor and without any reduction, abatement, counterclaim or setoff, at City of Fairhope, or at such other address, or by deposit to such bank account as may be designated by Lessor.

(b) **Gross Lease.** Lessor and Lessee intend for this Lease to be a "gross lease" in which Lessee is only responsible for the payment of (i) Base Rent, (ii) the costs incurred by Lessee for insurance pursuant to Section 6, and (iii) the costs incurred by Lessee for maintenance of the Property and Equipment

pursuant to Section 8, and (iv) the cost of the utilities Lessee utilizes within the Property pursuant to Section 9.

(c) **Default in Payment.** All amounts which Lessee assumes or agrees to pay pursuant to this Lease, which are not paid when due, may be paid by Lessor. Any amount so paid by Lessor, together with interest at the rate of twelve percent (12%) per annum (the "Default Rate") from the date of Lessor's payment, shall be due and payable by Lessee on demand by Lessor.

#### **Section 4. CONDITION OF PROPERTY**

(a) **Delivery of Property.** On the Effective Date, the Property will be delivered and Lessee shall accept the Property "WHERE IS, AS IS" in its present condition and as suited for the Permitted Use. Lessor has made no representation or warranty as to the condition of the Property or its suitability for any particular purpose. Lessor shall not be responsible for any latent defect or change of condition in the Property, and the Base Rent shall in no event be withheld or diminished on account of any defect therein, nor any change of condition thereof, nor for any damage occurring thereto, except as otherwise specified herein. Lessee acknowledges that Lessee is familiar with the Property and is aware of all conditions and defects, latent or otherwise, existing on the Property.

(b) **Equipment.** Lessee shall cause the Property to be equipped with fixtures and equipment (the "Equipment") generally described on Exhibit C attached hereto.

(c) **Ordinances and Restrictions.** The Property is leased to Lessee subject to existing easements, covenants and restrictions of record in the Probate Court of Baldwin County, Alabama (if any), and all laws, orders, ordinances, rules and regulations of governmental authorities.

#### **Section 5. USE OF PROPERTY.**

(a) **Permitted Use.** Lessee shall have the right to occupy the Property solely for the preparation and sale of concessions, general meeting and conference space and related uses thereto (the "Permitted Use"). At its own expense, Lessee will procure, maintain in effect and comply with all conditions of any and all permits, licenses and other governmental and regulatory approvals required for Lessee's use of the Property.

(b) **Title to Equipment.** Title to the Equipment including any modifications or additions thereto during the Term shall be vested in Lessee until the expiration or termination of the Lease, at which time all title to and ownership of the Equipment shall automatically and immediately vest (without the necessity of any further action being taken by Lessee or Lessor or any instrument being executed and delivered by Lessee to Lessor) in Lessor. In addition, the Lessee and Lessor each agree and acknowledge that Lessee alone shall be entitled to all of the tax attributes of ownership, including, without limitation, the right to claim depreciation or cost recovery deductions. Notwithstanding the foregoing, Lessee shall execute and deliver any documents reasonably requested by Lessor evidencing conveyance and transfer of title.

(c) **Environmental Covenant.** Except cleaning or sanitation products that may be utilized or caused to be disposed of in the ordinary course of business, Lessee will not cause or permit any Hazardous Substance (as defined herein) to be brought upon, kept or used in or about the Property by Lessee or its agents, employees, contractors, licensees or invitees. If the Property become contaminated in any manner for which Lessee is legally liable or otherwise becomes affected by any release or discharge of a Hazardous Substance as a result of Lessee's actions, Lessee shall immediately notify Lessor of the release or discharge of the Hazardous Substances, and Lessee shall indemnify, defend (by counsel reasonably acceptable

to Lessor) and hold harmless Lessor from and against any and all claims, damages, fines, judgment, penalties, costs, liabilities or losses (reasonable damages caused by loss or restriction of rentable or usable space, or any reasonable damages caused by adverse impact or marketing of the space, and any and all sums paid for settlement of claims, attorney's fees, consultant fees and expert fees) arising during or after the Term and arising as a result of such contamination, release or discharge. This indemnification includes, without limitations, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by federal, state or local agency or political subdivision. For the purposes of this Lease, the following terms have the following meanings: (i) "Hazardous Substance" means any substance, material or waste that is or becomes designated, classified or regulated as being "toxic" or "hazardous" or a "pollutant" or that is or becomes similarly designated, classified or regulated under any Environmental Law, including without limitation asbestos, petroleum and petroleum products, and (ii) "Environmental Law" means any law, statute, ordinance or regulation pertaining to health, industrial hygiene or the environment including without limitation CERCLA (Comprehensive Environmental Response, Compensation and Liability Act of 1980), RCRA (Resources Conservation and Recovery Act of 1976) and SARA (Superfund Amendments and Reauthorization Act of 1986).

(d) **Improvements to Property by Lessee.** Any alterations, changes, replacements, improvements and additions in and to the Property ("Lessee-Made Alterations"), shall require Lessor's prior written consent, which shall be withheld in Lessor's sole discretion. Lessee shall keep the Property free and clear of any mechanic's and materialman's liens arising in connection with any Lessee-Made Alterations. Should any mechanic's, materialmen's, or other lien be filed against the Property, or any part thereof for any reason whatsoever by reason of Lessee's acts or omissions or because of a claim against Lessee, Lessee shall, at its own cost and expense, cause the same to be canceled and discharged of record by bond or otherwise within ten (10) days after notice by Lessor, and Lessee shall indemnify and hold harmless Lessor from and against all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney's fees resulting therefrom. If Lessee fails to comply with this Section 5(d), Lessor shall have the option, but no obligation and without the necessity of investigating the validity thereof, of discharging or bonding any lien, charge order or encumbrance, and Lessee agrees to reimburse Lessor for all costs, expenses and other sums of money in connection therewith, with interest at the Default Rate specified herein.

(e) **Rules and Regulations.** This Lease is made subject to, and during the Term, Lessee agrees and will cause its agents, employees, contractors, customers, invitees and licensees to agree to comply with the rules and regulations set forth in the Exhibit D and any future rules and regulations at any time or times and from time to time promulgated by Lessor, which Lessor in its sole discretion shall deem necessary for the proper operation of the Master Parcel.

## **Section 6. INSURANCE.**

(a) **Lessee to Maintain Insurance.** At all times during the Term, Lessee shall pay, or cause to be paid, all premiums for and maintain in full force and effect the following policy of insurance with an insurance company admitted to do business in the State of Alabama and carrying a current A.M. Best Company rating of at least "A": general liability insurance in the amount of at least One Million and No/100 Dollars (\$1,000,000.00) per person and Two Million and No/100 Dollars (\$2,000,000.00) per occurrence with regard to the Property; such policy of insurance shall name Lessor as an additional insured and shall be endorsed to provide a waiver of subrogation in favor of Lessor, its officers, agents and employees.

(b) **No Increased Risks.** Lessee shall not allow, permit or condone anything to be or remain upon or about the Property, nor carry on nor permit in the Property any trade or occupation, or suffer to be done anything which may render an increased or extra premium payable for any insurance (whether procured by Lessee or Lessor) on the Property against fire, or other perils included under standard extended coverage insurance.

**Section 7. WAIVER OF SUBROGATION.** Lessee hereby releases Lessor from any and all liability or responsibility to Lessee, or any other claim through or under Lessor by way of subrogation or otherwise, for any insured loss or damage covered by any insurance policies maintained on the Property, whether pursuant to this Lease or otherwise.

**Section 8. MAINTENANCE AND REPAIR.**

(a) **Maintenance Obligations.** Lessor shall, subject to events beyond its reasonable control, provide all normal and customary maintenance and repair to the common areas serving the public located within the Master Parcel and the exterior and structural components of the Property, including the heating, ventilation and air conditioning unit serving the Property; provided, however, that Lessor will not be responsible for or required to make, and Lessee will make, any repairs to the Property and/or the Master Parcel which may have been occasioned or necessitated by the negligence of Lessee, its agents, employees or invitees. Lessor shall not be liable for any damages resulting from its failure to make repairs, unless such failure continues beyond a reasonable time after receipt of notice of the necessity for such repairs. Lessee shall, at Lessee's sole cost and expense, maintain the Property, in good, clean and first-class condition and repair. Without limiting the generality of the foregoing, Lessee shall be solely responsible for maintaining the interior of the Property and repairing all fixtures, access points and interior walls within the Property.

(b) **Lessor's Entry.** Lessor shall have the right to enter upon the Property at all reasonable times during the Term for the purposes of inspection, maintenance, repair and alteration.

(c) **Responsibility of Lessee.** Except for maintenance or repair required as a result of reasonable wear and tear or as a result of damage solely caused by the gross negligence or willful misconduct of Lessor, Lessee shall, during the Term, maintain, service, repair and replace, if necessary, and keep in good condition and repair, at Lessee's sole cost and expense, the Equipment.

(d) **Condition at End of Term.** Lessee will surrender the Property and Equipment at the expiration of the Term or earlier termination of this Lease in as good condition as was tendered on the Effective Date, excepting only deterioration caused by ordinary wear and tear.

**Section 9. UTILITIES AND TRASH REMOVAL.**

**Section 10. TAXES.** Lessee shall be solely responsible for payment of all property taxes, assessments or payments in lieu of taxes levied against Lessee's personal property, if any, and shall pay any such assessed amount on or before the due date thereof.

**Section 11. DESTRUCTION.** If the Property shall be damaged by a casualty event, Lessor and Lessee shall have the right to terminate this Lease by providing advance written notice to the other party of the intent to terminate. In the event of termination pursuant to this Section 11, this Lease shall terminate immediately and neither Party shall have any further obligations with respect to this Lease, except for the provisions herein that expressly survive termination.

**Section 12. LIABILITY.**

(a) **Indemnification by Lessee.** Lessee hereby agrees, to the full extent permitted by law, to indemnify and hold harmless Lessor, and its respective officials, employees, members, managers, officers, agents, contractors, affiliates, servants, licensees, and invitees, from and against, any and all suits, actions, causes of action, damages, liability, costs, expenses and attorney's fees, of any kind or nature whatsoever incurred, paid by or demanded to be paid by Lessor, or its respective officials, employees,

members, managers, officers, agents, contractors, affiliates, servants, licensees, or invitees, arising from, relating to or in connection with any loss of life, bodily or personal injury or property damage arising from or out of the use or occupancy of the Property or any part thereof, including the parking areas and any common areas and facilities within the Property, by any person or entities, including licensees and invitees of Lessee, and whether occasioned wholly or in part by any act or omission of Lessee, its agents, contractors, employees, servants, invitees, licensees or concessionaries or any other person, or otherwise. Lessor shall not be liable to Lessee or Lessee's employees, agents, contractors, licensees or invitees for any damage to person or property resulting from any act or omission of any visitor to the Property, except in the event such damage to person or property results from Lessor's willful misconduct.

(b) **Lessee Responsible for Property.** Lessee shall occupy the Property at its own risk, and hereby releases Lessor, and its officials, employees, members, managers, officers, affiliates, servants, licensees, and invitees to the full extent permitted by law, from all claims of every kind resulting in loss of life, personal or bodily injury or property damage. Lessor, and its officials, employees, members, managers, officers, affiliates, servants, licensees, and invitees shall not be responsible or liable at any time for any loss or damage to Lessee's equipment, fixtures or other personal property of any nature whatsoever of Lessee.

(c) **Lessor Not Liable to Others Claiming Through Lessee.** Lessor and its officials, employees, members, managers, officers, affiliates, servants, licensees, and invitees, shall not be responsible or liable to Lessee or to those claiming by, through or under Lessee, or Lessee's employees, agents, customers, invitees, licensees or visitors for any loss or damage to either the person or property of Lessee or any other person or entity whatsoever, that may be occasioned by or through the acts or omissions of any persons or entities, whether occupying adjacent, connected or adjoining premises, or otherwise, and Lessee agrees to indemnify and hold harmless Lessor and its members, managers, officers, affiliates, servants, licensees, invitees and employees from and against all such loss or damage.

(d) **Defects: Lessor Not Liable.** Lessor shall not be responsible or liable to Lessee for any defect, latent or otherwise, on the Property, nor shall Lessor be responsible or liable for any injury, loss or damage to any person or to any property of Lessee or other person caused by theft or otherwise.

(e) **Acknowledgement.** The indemnity obligations set forth within Section 5 and Section 12 of this Lease shall survive the expiration of the Term or early termination of this Lease.

**Section 13. QUIET ENJOYMENT.** Lessee, upon paying the rents and performing all of the terms of this Lease, shall peaceably and quietly enjoy the Property, subject, nevertheless, to the terms of this Lease, any Field Use Agreement of the Lessor, or agreements to which this Lease is or shall become subordinated.

**Section 14. FIXTURES AND EQUIPMENT.**

(a) **Furniture and Inventory of Lessee.** Upon expiration or termination of this Lease, all improvements and additions to the Property shall adhere thereto and become the property of Lessor, with the exception of: food, supplies, and inventory (collectively, "Lessee Property"). Any such Lessee Property shall remain the property of Lessee, and Lessee may remove Lessee Property provided all terms and conditions of this Lease have been complied with by Lessee.

(b) **Damage Occasioned by Removal.** In case of damage to the Property by reason of the removal of Lessee Property, Lessee shall, at its expense, make all repairs to the Property reasonably required by Lessor.

(c) **Procedure at End of Term.** Notwithstanding anything contained in Section 14(a) hereof to the contrary, in the event Lessee does not remove any or all of Lessee Property from the Property before the expiration of this Lease ("Abandoned Property"), Lessee shall be deemed to have abandoned any such Abandoned Property. Lessor may dispose of or otherwise deal with any Abandoned Property in whatever manner Lessor shall deem appropriate.

**Section 15. ASSIGNMENT AND SUBLEASING.** Lessee shall have the right to assign or sublet (a "Transfer") its interest in this Lease without prior consent from Lessor, provided that Lessee complies with the following for each Transfer: (i) each Transfer is for a term of no more than four (4) calendar days, (ii) each transferee shall operate in accordance with the terms of this Lease and the Permitted Use, and (iii) each Transfer is evidenced by a written instrument. Unless released by Lessor in writing, Lessee shall remain fully liable to perform its duties under this Lease during and following the term of each Transfer. Except as set forth above, Lessee shall not assign, sublease, mortgage, or encumber this Lease or any interest therein, in whole or in part, or any part of the Property, nor permit other persons to occupy the Property or any part thereof, nor grant any license or concession for all or any of the Property, without the prior written consent of Lessor, which may be withheld in Lessor's sole discretion.

**Section 16. DEFAULT.**

(a) **Events of Default.** The following shall constitute events of default hereunder: (i) failure by Lessee to pay any Rent or other charges when due; (ii) failure by Lessee to comply with any provision of this Lease other than payments of Rent, when such failure is not cured within fifteen (15) days after written notice to Lessee; (iii) Lessee deserts, abandons, vacates or fails to cause the Property to be continuously operated; (v) Lessee becomes the subject of an action or proceeding relating to bankruptcy, criminal charges, or insolvency; (vi) Lessee shall make any material misrepresentation herein, or other materials provided by Lessee in connection with negotiating or entering into this Lease; (vii) any fraudulent conveyance or making of assignment by Lessee for the benefit of any or all of its creditors; or (viii) Lessee does or permits to be done anything which creates a lien upon the Property. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by law.

(b) **Lessor's Remedies.** Upon the occurrence of any of such events of default, Lessor shall have the option to terminate this Lease on ten (10) days written notice to Lessee, and thereupon re-enter and take possession of the Property and dispossess Lessee. Nothing herein, however, shall be construed to require Lessor to re-enter and re-let in such event. Any such re-entry upon default shall be allowed by Lessee without hindrance and Lessor shall not be liable in damages for any such reentry or guilty of trespass or forcible entry. Any and all rights and remedies given under this Lease to Lessor in the event of any such default shall be cumulative, in addition to, and without waiver of or in derogation of, any right or remedy given to Lessor under any law now or hereafter in effect; (x) seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease, or restrain or enjoin a violation or breach of any provision hereof; (y) to sue for and collect any unpaid rent; and (z) Lessor may without terminating or canceling this Lease declare all amounts and Rent due under this Lease for the remainder of the Term to be immediately due and payable, and thereupon all Rent and other charges due hereunder to the end of the Term shall be accelerated.

(c) **Lessee's Remedies.** If Lessor fails to perform any of its obligations hereunder within thirty (30) days after written notice from Lessee specifying in detail such failure (or if the failure cannot be corrected, through the exercise of reasonable diligence, within such 30 day period, if Lessor does not commence to correct same within such 30 day period and thereafter diligently prosecute same to completion), Lessee's sole and exclusive remedy shall be an action for declaratory relief or actual monetary damages, excluding lost profits and lost economic damages, and Lessee hereby waives all other remedies, including without limitation the right to terminate this Lease. Unless and until Lessor fails to diligently pursue to cure

any default after such notice, Lessee shall not have any remedy or cause of action by reason thereof. All obligations of Lessor hereunder will be construed as covenants, not conditions, and all obligations of Lessor will be binding upon Lessor only during the period of its ownership of an interest in the Property and not thereafter. Anything to the contrary contained herein notwithstanding, the Lessor's liability hereunder, and the sources of payment of any obligations arising hereunder shall be limited to Lessor's equitable interest in the Property, including revenue incurred therefrom. In no event are the Lessor's obligations hereunder secured by a pledge of its tax revenue. nor shall the Lessor be required to expend tax proceeds in satisfaction of its obligations hereunder.

**Section 17. ATTORNEY'S FEES.** In the event that Lessor brings legal action against Lessee arising out of this Lease, Lessor shall be entitled to recover from Lessee all costs of suit and reasonable attorney's fees.

**Section 18. HOLD OVER.** Lessee shall pay Lessor 150% of the amount of Base Rent then applicable, together with all Additional Rent, for each month Lessee shall retain possession of the Property or any part thereof after expiration or earlier termination of this Lease, together with all damages sustained by Lessor on account thereof. The foregoing provision shall not serve to extend the Term.

**Section 19. FORCE MAJEURE.** Lessee (except with respect to the payment of Rent, which shall not be excused in any event) and Lessor shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond the control of such Party which shall include without limitation, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fire and other casualty, epidemic or pandemic, inability to obtain any material services or financing or through acts of God.

**Section 20. WAIVER OF LIABILITY.** Anything contained in this Lease to the contrary notwithstanding, Lessee agrees that Lessee shall look solely to the interest of Lessor in the Property for the collection of any judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms and provisions of this Lease to be observed and/or performed by Lessor; subject, however, to any prior rights of the holder of any mortgage covering the Property. This provision shall not be deemed, construed or interpreted to be or constitute an agreement, expressed or implied, between Lessor and Lessee that Lessor's interest in the Property shall be subject to impressment of an equitable lien or otherwise.

**Section 21. NOTICES.** Each notice, request, and communication required under this Lease shall be in writing. It will be deemed to have been received: (i) on personal delivery; (ii) on the first business day after its deposit for overnight delivery with a recognized overnight delivery service; (iii) if by facsimile, on receipt of electronic confirmation of its receipt (but only if the facsimile is followed by delivery by United States mail); or (iv) if mailed, on actual receipt (but only if sent by registered or certified mail, with return receipt requested, addressed to the other party's address below):

To Lessor:

City of Fairhope, Alabama  
Attn: Mayor  
161 North Section St.  
Fairhope, AL 36532

With a copy to:

Hand Arendall Harrison Sale LLC  
Attn: Christopher Williams  
71 N Section St.  
Fairhope, AL 36532

To Lessee:

Bluest Soccer Club, Inc  
PO Box 3163  
Montrose, AL 36554  
Attn: Jacques Payer

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

**Section 22. INVALIDITY.** If any term or provision of this Lease, or the application thereof to any person or circumstances, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

**Section 23. BINDING EFFECT.** The covenants and agreements herein contained shall be binding upon and inure to the benefit of the respective parties hereto, their legal representatives, successors and assigns (subject to the restrictions against assignment as set forth above).

**Section 24. TIME IS OF THE ESSENCE.** Time is of the essence in the performance by Lessee of any covenant or obligations hereunder.

**Section 25. WAIVER OF LIEN.** Lessee shall have no right, and Lessee hereby waives and relinquishes all rights which Lessee might otherwise have, to claim any nature of lien against the Property or to withhold, deduct from or offset against any rent or other sums to be paid to Lessor by Lessee, except as expressly provided under this Lease.

**Section 26. CAPTIONS OR TITLES.** The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease.

**Section 27. GOVERNING LAW.** This Lease shall be governed by, and construed in accordance with, the internal laws of the State of Alabama without regard to its principles concerning conflicts of law.

**Section 28. ENTIRE AGREEMENT.** The recitals and terms and provisions of all Exhibits described herein and attached hereto are hereby made a part hereof for all purposes. This Lease constitutes the entire agreement of the parties with respect to the subject matter hereof, and all prior correspondence, memoranda, agreements or understandings (written or oral) with respect hereto are merged into and superseded by this Lease.

**Section 29. AUTHORITY.** Lessee warrants, represents and covenants that (a) it is a duly organized and existing legal entity under the laws of the state in which it is organized, and in good standing in the State of Alabama, (b) it has full right and authority to execute, deliver and perform this Lease, and (c) the person executing this Lease on behalf of Lessee was authorized to do so.

**Section 30. COUNTERPARTS.** This Lease may be executed in counterparts with the same effect as if the parties had executed one instrument, and each such counterpart shall constitute an original of this Lease.



*{Remainder of Page Intentionally Left Blank}*

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

**LESSOR:**

City of Fairhope, Alabama  
an Alabama municipal corporation

By: Sherry Sullivan  
Sherry Sullivan, Mayor

ATTEST:

By: Lisa Hanks  
Lisa Hanks, City Clerk

**Lessee:**

Company Name

By: Blast Soccer Club, Inc  
Name: Clayton Boyer  
Its: Club Admin

**EXHIBIT A**  
**Master Parcel**

**EXHIBIT B**  
**Site Plan**

**EXHIBIT C**  
**Description of Equipment**

**EXHIBIT D**  
**Rules and Regulations**

1. Alcoholic beverages, glass bottles, fireworks, fires, and/or grills are not permitted on the Master Parcel.
2. Sidewalks, doorways, vestibules, halls, stairways and other similar areas shall not be obstructed or used for any purpose other than ingress and egress.
3. Plumbing fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or placed therein. The cost to repair and damage resulting to any such fixtures or appliances from misuse by a lessee and/or transferee shall be paid by such lessee.
4. Use of space heaters or floor heating devices is strictly prohibited.
5. Lessees shall exercise reasonable precautions in protection of their personal property from loss or damage by keeping doors to unattended areas locked.
6. Lessor reserves the right to deny entrance to the Master Parcel or remove any person or persons from the Master Parcel in any case where the conduct of such person or persons involves a hazard or nuisance to the public or in the event of other emergency, riot, civil commotion or similar disturbance involving risk to the Master Parcel or the general public.

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

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

[1] That the City of Fairhope did request, receive, and open bids for Magnolia Avenue Underground Electric Part 1 (Bid No. 23-036) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Magnolia Avenue Underground Electric Part 1

[3] After evaluating the bids with the required specifications, U-Tec Construction, Inc. is now awarded (Bid No. 23-036) Magnolia Avenue Underground Electric Part 1 (Labor Only Bid) with a total bid proposal not-to-exceed \$295,380.68.

ADOPTED ON THIS 11TH DAY OF SEPTEMBER, 2023

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

Attest:

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

City of Fairhope  
Project Funding Request

Issuing Date: 8/31/2023

SEP 1 2023 PM 4:17  
Please return this Routing Sheet to Treasurer by JSH ASAP

Project Name: Approve the Award of Bid No. 23-036 Magnolia Avenue Underground Electric (Part 1)

Project Location: Intersection of N. Bancroft to midway N. Section & N. Church Streets

Presented to City Council: 9/11/2023 Resolution # : \_\_\_\_\_  
Approved \_\_\_\_\_

Funding Request Sponsor: Ben Patterson, Electric Superintendent Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 295,380.68 Not-to-Exceed Amount

Vendor: U-TEC Construction, Inc. (Vendor #8444)

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

Amin-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 Line 30  
G/L Acct Name: Electric - Utility System Improvements

Project Budgeted: \$ 295,380.68  
Balance Sheet Item Included in projected cash flow

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

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

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

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

Approve the award of Bid No. 23-036 to U-TEC Construction, Inc., for the conversion of overhead electrical lines to underground along Magnolia Ave. from the intersection of N. Bancroft to midway of N. Section and N. Church Streets in the not-to-exceed amount of \$295,380.68 for labor. The City will provide necessary materials for this project. Authorize the Mayor to execute contract.

City Council Prior Approval/Date? \_\_\_\_\_

Senior Accountant \_\_\_\_\_ City Treasurer \_\_\_\_\_ Mayor \_\_\_\_\_

Purchasing Memo Date: 8/31/2023 Purchasing Memo Date: 8/31/2023 Delivered To Date: 9/1/2023

Request Approved Date: 8/31/2023 Request Approved Date: 8/31/2023 Approved Date: 9/1/2023

Signatures: Suzanne Doughty Kim Creech Sherry Sullivan  
Suzanne Doughty Kim Creech Mayor Sherry Sullivan





**MEMO**

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

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

Sherry Sullivan  
Mayor

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

Lisa A. Hanks, MMC  
City Clerk

Kimberly Creech  
City Treasurer

Date: August 31, 2023

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 23-036 Magnolia Avenue Underground Part 1**

The Superintendent of the Electric Department, Ben Patterson, has requested to procure a qualified contractor to convert overhead electrical lines to underground along a two-block area along Magnolia Avenue from the intersection of North Bancroft Street to midway of North Section Street and North Church Street in downtown Fairhope.

A service bid was issued on August 7, 2023, posted to the City of Fairhope's website, and viewed by 152 of 406 vendors who select to receive e-notifications. One (1) responsive bid was received at the bid opening on August 30, 2023 at 10:00 a.m.

Our recommendation is to award this bid to U-TEC Construction, Inc. for the bid amount of Two Hundred Ninety-Five Thousand Three Hundred Eighty Dollars and Sixty-Eight Cents (\$295,380.68).

**Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 23-036 Magnolia Avenue Underground Part 1 for \$295,380.68.**

Enclosure

Cc: Ben Patterson, Clint Steadham

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

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



Linda Gray, Project Manager  
Linda.gray@gdsassociates.com  
direct 770.793.2368  
cell 878.641.3812

August 30, 2023

Ms. Erin Wolfe  
Purchasing Manager  
City of Fairhope  
555 South Section Street  
Fairhope, AL 365320

Subject: Bid No. 23-036 Magnolia Ave. Underground Part 1

Dear Ms. Wolfe:

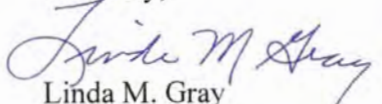
On August 30, 2023, at 10:00 A.M. bids were opened by the City for the above captioned Project. The Project consists of the conversion of overhead electrical lines to underground along a 2-block area along Magnolia Avenue from the intersection of N. Bancroft St. to midway of N. Section St. and N. Church St. The Contractor will provide labor and equipment to perform the work; the City will provide the materials. Hi-Line Engineering is the Engineer on Record for this Project.

The Project was advertised in 3 statewide newspapers and invitations were sent to a list of contractors known to perform this type of work. Four contractors attended the mandatory pre-bid meeting on August 22nd. At one point in the bid process, seven contractors showed varying levels of interest in the Project. Currently, there is a lot of work available and too few crews; several contractors dropping out of the bidding citing heavy workload or too few resources. One bid was received, that of U-TEC Construction, Inc. headquartered in Tucker, GA.

Hi-Line Engineering verified the bid for balance and mathematical errors. The bid is reasonably balanced among the construction units. However, the bid was added incorrectly on the Summary. After verification of the corrected bid by U-TEC, **the labor only bid for the Project is \$295,380.68.**

The construction estimate for this bid is \$300,000.00 (labor only). This estimate is based on current prices in the construction industry for similar work. Since the bid is reasonably balanced and close to the estimate, we recommend that the City award the contract to U-TEC Construction, Inc. for the bid of \$295,380.68.

Sincerely,



Linda M. Gray  
Project Manager



# City of Fairhope

555 SOUTH SECTION STREET  
FAIRHOPE, AL 36532

## BID TABULATION

BID DATE: August 30, 2023  
TIME: 10:00 A.M. EDT

### BID No. 23-036 MAGNOLIA AVE UNDERGROUND PART 1

CONTRACTOR	Bid Bond Y/N	1 Y/N	New UG Construction Units	Part LCR - Removals	Traffic Control	Total Bid
East Bay Electric, LLC Robertsdale, AL						Submitted a No Bid
Petty Line Construction Co., Inc. Clanton, AL						Submitted a No Bid
Rylands Underground Services, Inc. Robertsdale, AL						
U-TEC Construction, Inc. Tucker, GA	N	Y	\$285,401.27	\$2,775.00	\$7,204.41	\$295,380.68
Pike Electric <i>*Did not attend mandatory pre-bid</i>						Submitted a No Bid

APPARENT LOW BID: \$295,380.68

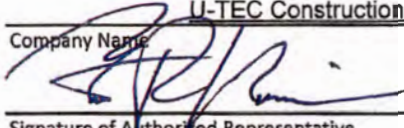
CONTRACTOR: U-TECH Construction, LLC

**ITEM III  
REVISED Bid Response Form  
MAGNOLIA AVE URD PROJECT - PART 1  
BID 23-036 PROPOSAL SUMMARY**

1. NEW UG CONSTRUCTION UNITS-----	\$	<u>285,401.27</u>
2. PART LCR -- REMOVALS -----	\$	<u>2,775.00</u>
3. SUBTOTAL (Item 1 + Item 2)-----	\$	<u>288,176.27</u>
4. TRAFFIC CONTROL (Max. 2.5% of Subtotal)-----	\$	<u>7,204.41</u>
5. TOTAL PROPOSAL-----	\$	<u><u>295,380.68</u></u>

We hereby acknowledge Addendum No 1 to Bid 23-036 has been received and noted.

U-TEC Construction, Inc.  
Company Name

  
Signature of Authorized Representative

Ernest Morrison, President  
Print Name and Title

8/30/2023  
Date

ATTEST:  
NOTARY FOR INDIVIDUAL, PARTNERSHIP, CORPORATION, OR LLC

STATE OF Georgia }  
COUNTY OF DeKalb }

I, the undersigned authority in and for said State and County, hereby certify Ernest Morrison As  
Name

President Title respectively of U-TEC Construction, Inc. Company Name

Whose name is signed in the foregoing document and who is known to me, acknowledged before me on this day, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 30<sup>th</sup> day of August, 2023.

NOTARY PUBLIC Olivia Wilson

MY COMMISSION EXPIRES 1-8-2025



**ITEM III**  
**REVISED Bid Response Form**  
**DISTRIBUTION CONSTRUCTION ASSEMBLY UNITS**  
**NEW UNDERGROUND CONSTRUCTION ASSEMBLY UNITS**

<b>MAGNOLIA AVE. URD PROJECT - PART 1</b>							
Item #	LCN	Unit Number	Number of Units		Unit Description	Labor	
						Unit Price	Extended Price
1	LCN	15US3.PJ.2222.BGT	1	ea.	3-phase primary junction 4-way 200amp - Below grade traffic rated	\$611.50	\$611.50
2	LCN	UC4	1	ea.	3-phase 600 amp riser using 3-phase Tee bracket	\$2,450.00	\$2,450.00
3	LCN	UC7.1	1	ea.	3-Phase 600 amp switches using 3-phase Tee bracket	\$2,660.00	\$2,660.00
4	LCN	UD#1/0 URD	2,253	ft.	1/0 URD primary	\$1.75	\$3,942.75
5	LCN	UD#500 MCM URD	1,665	ft.	500 MCM URD primary	\$3.00	\$4,995.00
6	LCN	UF1.PN	7	ea.	1-phase padmount transformer pad	\$81.51	\$570.57
7	LCN	UF3.PME9	2	ea.	Fiberglass ground sleeve for PME-9	\$693.86	\$1,387.72
8	LCN	UG1.2.50	3	ea.	1-phase radial feed padmount transformer - Size specified	\$385.48	\$1,156.44
9	LCN	UG1.3.50	4	ea.	1-phase loop feed padmount transformer - Size specified	\$493.39	\$1,973.56
10	LCN	UH1.1	7	ea.	Ground assembly with 1 rod - 1-phase	\$55.83	\$390.81
11	LCN	UH1.4	3	ea.	Ground assembly with 4 rods - 3-phase	\$111.66	\$334.98
12	LCN	UM6.C2	8	ea.	200 amp insulated protective cap	\$24.02	\$192.16
13	LCN	UM6.EL2.1/0	36	ea.	200 amp elbows for 1/0 URD primary	\$89.24	\$3,212.64
14	LCN	UM6.EL6.500	9	ea.	600 amp Tee Body for 500 MCM URD primary	\$240.02	\$2,160.18
15	LCN	UM6.FI.VR	16	ea.	Fault indicator with Voltage Reset	\$75.00	\$1,200.00
16	LCN	UM6.IN22	4	ea.	200 amp feed through insert	\$32.17	\$128.68
17	LCN	UM6.JN222	3	ea.	200 amp 3 point termination, load break	\$45.85	\$137.55
18	LCN	UM6.PK2	4	ea.	200 amp stand off	\$20.76	\$83.04
19	LCN	UM6.PL6	6	ea.	Insulating plug for Tee body	\$32.17	\$193.02
20	LCN	UM6.PL6.2	3	ea.	600 amp to 200 amp load break reducing tap plug	\$32.17	\$96.51
21	LCN	UP2.2	6	ea.	200 amp elbow arrester	\$51.90	\$311.40
22	LCN	UP7.B3	1	ea.	3 conduit riser with standoff brackets	\$1,200.00	\$1,200.00
23	LCN	UP8.2	3,963	ft.	2" Conduit	\$1.25	\$4,953.75
24	LCN	US3.SF9	2	ea.	PME-9 Switchgear 600 amp in & out, (2) 200 amp fused out deadfront	\$1,019.51	\$2,039.02
25	LCN	UT3.36.06	15	ft.	Trench 36" deep by 6" wide with concrete cap	\$1,350.00	\$1,350.00





**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 a Fitness Court® System (Circuit Training System) to be installed on the west end of Mike Ford Tennis Center from National Fitness Campaign LP as Sole Source Supplier for a not-to-exceed amount of \$155,000.00.

[2] The City will receive contributions towards the project from:

- Fairhope Single Tax (\$40,000.00)
- Fairhope Rotary Club (\$40,000.00)
- Blue Cross Blue Shield Grant (40,000.00)

[3] Additional costs necessary will be funded by the City and will be no greater than \$100,000.00. This project is included in the DRAFT FY24 Budget for the Recreation Department's Capital Improvements.

[4] Procurement is exempt from formal bid pursuant to Competitive Bid Law, Code of Alabama 1975, Section 41-16-51(7).

ADOPTED ON THIS 11TH DAY OF SEPTEMBER, 2023

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

Attest:

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



City of Fairhope  
Project Funding Request

Issuing Date 9/1/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of a Fitness Court at Mike Ford Tennis Center (Circuit Training System)

Project Location: Mike Ford Tennis Center

Presented to City Council: 9/11/2023

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

Funding Request Sponsor: Sherry Sullivan, Mayor  
Pat White, Recreation Director

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$ 155,000.00

SEP 1 '23 4:50 *aw*

Vendor: National Fitness Campaign LP (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  HR-17

Project will be:

Expensed \_\_\_\_\_   
Capitalized XXX   
inventoried \_\_\_\_\_

Funding Source:

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

Expense Code: 001250-50475  
G/L Acct Name: Capital Improvements

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

Project Budgeted: \$ 155,000.00 (Item included in DRAFT FY24 Budget)  
Balance Sheet Item included in projected cash flow

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

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

Approve the procurement of a fitness court (circuit training system) for Mike Ford Tennis Center from sole-source provider National Fitness Campaign LP, in the amount of \$155,000. For installation, concrete pad will be necessary. The City will receive contributions towards this project from: Fairhope Single Tax (\$40,000), Fairhope Rotary Club (\$40,000) and a Blue Cross Blue Shield grant of (\$40,000). Any additional costs necessary will be funded by the City and will be no greater than \$100,000. This project is included in the DRAFT FY24 Budget for the Recreation department's Capital Improvements.

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

City Council Prior Approval/Date? \_\_\_\_\_

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 9/1/2023

Purchasing Memo Date: 9/1/2023

Delivered To Date: 9/1/2023

Request Approved Date: 9/1/2023

Request Approved Date: 9/1/2023

Approved Date: 9/1/2023

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: September 1, 2023

Lisa A. Hanks, MMC  
City Clerk

Re: Green Sheet and City Council Approval of Procurement of Fitness Court® System

Kimberly Creech  
Treasurer

The Mayor, Sherry Sullivan, and the Director of Parks and Recreation, Pat White, are requesting procurement of a Fitness Court® to be installed on the west end of Mike Ford Tennis Center.

National Fitness Campaign LP is the Sole Source for the Fitness Court® System. The Fitness Court® System is a patented, comprehensive outdoor circuit training system, which can support 28 simultaneous users. It includes a Public Art Mural and Digital Engagement Wall. Also included in the system is the Fitness Court® App and Digital Tracking System.

The price of the Fitness Court® System will be One Hundred Fifty-Five Thousand Dollars (\$155,000.00) plus the cost of a concrete pad and installation of the system.

The City will receive contributions from the following entities for this procurement:

Fairhope Single Tax:	\$40,000.00
Fairhope Rotary Club:	\$40,000.00
Blue Cross & Blue Shield Grant:	\$40,000.00
Total:	\$120,000.00

The additional cost to the City will be no greater than One Hundred Thousand Dollars (\$100,000).

National Fitness Campaign LP is the sole source for the procurement of the Fitness Court®, and the Fitness Court® app and engagement wall and therefore does not need to be let out to bid.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of the Fitness Court® System for no greater than \$100,000.00.**

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

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

CC file, Sherry Sullivan, Pat White, Clint Steadham



# QUOTE

## National Fitness Campaign LP

For all questions regarding this quote, contact: info@nfchq.com

Created Date 5/17/2023  
 Expiration Date 8/25/2023  
 Quote Number 00000684  
 Bill To Name Rotary Club of Fairhope, AL  
 Bill To 402 Bellangee Avenue  
 Fairhope, AL 36532  
 US

Description	Quantity	Total Price
2023 - Fitness Court® and National Campaign Resources (Shipping Included)	1.00	\$155,000.00
NFC State Sponsor Grant	1.00	(\$40,000.00)
Standard Collection	1.00	\$0.00
Tax %	0.0000%	
Grand Total		\$115,000.00

### Terms

#### 1. PAYMENT TERMS

Purchaser will pay Seller 100% of the Purchase Price upon receipt of delivery. Purchaser is responsible for payment of shipping costs, including packing, insurance, and freight. These payment terms will apply unless both parties have agreed to other approved payment terms.

#### 2. TAX EXEMPTION

This quoted total is based upon Purchaser's tax-exempt status, for which verifying documentation must be provided to the Seller. If the Purchaser is not tax-exempt, sales tax will be applied before Purchase Price is considered final or binding.

#### 3. STANDARD WARRANTY AND TERMS

NFC standard warranty and terms apply. See [nationalfitnesscampaign.com/warranty](http://nationalfitnesscampaign.com/warranty) for details.

#### 4. PURCHASER OBLIGATIONS / TERMS AND CONDITIONS

Purchaser acknowledges upon receipt of the Fitness Court that they are responsible for the following items concerning the purchase of the Fitness Court which includes Design, Activation, and Campaign Resources:

- Purchaser is responsible for providing storage of the Fitness Court with insured protection, including liability, theft, or damage.
- A safe and environmentally controlled storage environment is required to store the tile adhesive. Store tile adhesive at temperatures between 50°F (10°C) and 100°F (38°C).
- NFC is not responsible for damage after receipt of goods by the Purchaser.
- Purchaser is responsible for (under a separate agreement) providing installation of the concrete slab footing, applicable ADA Access, Pour In Place or Tile Flooring installation, and Fitness Court installation per the NFC Installation Manual, adhesive manufacturers recommendations, and local safety, permitting, building, and planning code requirements.
- Assembly Completion Certificate submission to NFC is required within 15 days of Fitness Court Installation.
- A safe and environmentally controlled storage environment is required to store digital print graphics.
- NFC shall not be responsible for work performed by others.
- Purchaser to provide all on-site maintenance, safety, and security.
- Purchaser shall not allow any use of Fitness Court until all Graphics are installed.
- Purchaser understands that the use of exercise equipment incurs risks that are voluntarily entered into. Terms of Use of the Fitness Court by the public located at the purchaser's site shall be governed by the Purchaser in addition to the NFC minimum guidelines.
- Purchaser must maintain graphics and posted safety rules and regulations.
- Purchaser shall be responsible for site selection and all inherent risks associated with the choice of site selection, including risk to the general public.
- Purchaser acknowledges that all sponsors providing funding for the Fitness Court shall not be held liable for any risk associated with the installation of or use of the Fitness Court.
- Purchaser acknowledges that all product defects shall be covered by the contract manufacturer of the Fitness Court and all defects related to the installation of the Fitness Court shall be covered by the installer hired by the purchaser.
- Purchaser accepts risks and requirements as outlined in the approved Grant Funding Application as applicable.
- If the Purchaser is not the legal Land Owner, then they are required to ensure that the Land Owner is aware of and willing to abide by all Obligations / Terms and Conditions. Otherwise, they shall be responsible for these obligations, including Terms of Use. The same obligations and liabilities shall exist if the Fitness Court, which includes Design, Activation, and Campaign Resources, is sold, acquired, assumed, transferred, or gifted to another party. The new party must be aware of and willing to abide by all Obligations / Terms and Conditions herein or they will retain responsibility.

#### 5. PURCHASER ACKNOWLEDGMENTS

Purchaser acknowledges and accepts upon receipt of Fitness Court all terms and conditions as described above, including Payment Terms, Terms of Tax Exempt Status, NFC Standard Warranty & Terms, Warranty Disclaimers, and Purchaser Obligations.



# QUOTE

## National Fitness Campaign LP

For all questions regarding this quote, contact: [info@nfchq.com](mailto:info@nfchq.com)

Created Date	5/17/2023
Expiration Date	8/25/2023
Quote Number	00000684
Bill To Name	Rotary Club of Fairhope, AL
Bill To	402 Bellangee Avenue Fairhope, AL 36532 US



National Fitness Campaign LP | PO Box 2367, San Francisco CA 94126 | [info@nfchg.com](mailto:info@nfchg.com)

August 22, 2022

To Whom it May Concern,

National Fitness Campaign LP is a consulting firm that partners with public and private organizations to impact quality of life through changing the built environment and community wellness practices. The NFC initiative provides design and planning services, a trademarked outdoor infrastructure product, the Fitness Court®, an integrated digital ecosystem, the Fitness Court® mobile app and engagement wall, and integrated public art wall to approved cities, schools, and organizations that apply to receive an NFC partnership and bring the program to their selected site location.

This program is highly specialized, and NFC is the only organization in the world that delivers these elements either individually, or as part of an integrated program. For the reasons listed below, the trademark ownership of the system and infrastructure, and the integrated nature of the initiative including services, products, tools and grant funding, it is approved as a sole source across the United States.

A competitive analysis has been conducted by hundreds of cities and institutions across the country, who have concluded that the products and services have no equal. This group includes cities like Sacramento California and Las Vegas Nevada, and institutions such as Stanford University and The University of Colorado at Boulder, where the Fitness Court® and associated tools and services were successfully sole sourced, evidenced by public documentation and approvals which have been documented widely. Further, the Fitness Court® is trademarked and owned by National Fitness Campaign.

While the integrated nature of the products and services is grounds for sole source by most national standards, there are three primary differentiators that validate the sole source justification of the Fitness Court® and national campaign resources, which are described below. In addition to the below descriptions of these three primary items, an appendix is provided as an attachment to this document that provides graphic aids and further detailed information regarding the differentiation of this program and its associated products and services.

#### **1. Patented Fitness Court® System**

- A. Fitness Court® is trademarked and owned by National Fitness Campaign LP.
  - a. As such, this product cannot be procured from any other organization. Any organization seeking to fund and install a Fitness Court® must do so through National Fitness Campaign LP.
    - i. *See Appendix for Trademark Document from the United States Patent and Trademark Office*
- B. The Fitness Court® and each element is manufactured only by National Fitness Campaign LP. It is impossible to not only procure the elements as a system, but individually. Every aspect of the Fitness Court®, including the functional design of all equipment, structural engineering, elements are the property of National Fitness Campaign LP. The individual elements are each named and registered with a unique design and serial number. Because the design of the elements is owned by National Fitness Campaign LP and not licensed to any other organization or distributor, it is not possible to procure them anywhere else.
- C. The Fitness Court® is available only in a single configuration, shown in the



appendix materials. The system includes over 118 unique elements. There is absolutely no variation in the layout of the elements. Elements can not be added or removed. Spacing cannot be altered. Like many integrated products, individual elements can not be procured separately.

- D. The Fitness Court® has a patented training envelope that accommodates more users per square foot than any other system in the world. The Fitness Court® is a comprehensive outdoor circuit training system, laid out in 32'x32' of space, for a total of 1024 sq ft of training area. NFC's patented design is able to support 28 simultaneous users on 30 integrated bodyweight training components, derived from the previously stated 118 elements. This configuration is impossible to re-create in only 1024 square feet without NFC's patented equipment and components due to specific requirements set forth by other manufacturers.
- E. Public Art Mural and Digital Engagement Wall
  - a. Each Fitness Court® is designed as a one-of-a-kind work of art that includes a 32'x5.5' public art mural. The mural is an integral component of the Fitness Court design, and makes each Fitness Court® a one-of-a-kind public art installation.
  - b. Further, the mural can be periodically re-designed and introduced, to create a rotating art mural.
    - i. NFC provides integrated consulting and design services to assist in this process.
  - c. Digital Engagement Wall
    - i. On the opposite side of the mural wall, the Fitness Court includes a custom digital engagement wall.
      1. This wall provides digital QR codes and embedded, proprietary information regarding the use of the Fitness Court® and Fitness Court App.
      2. This information is unavailable from any other organization because it is the IP of National Fitness Campaign LP.
      3. Tracking Fitness Court® usage wouldn't be possible without the built in GPS tracking features available on the Fitness Court® digital engagement wall.
  - d. NFC is unaware of any other outdoor fitness element that provides an integrated art mural of any kind.
  - e. Further, NFC has an in-house art studio that designs, produces, and creates the art and custom graphics that are integrated into each Fitness Court.
    - i. This scope of services for design and production of commercial grade, anti-graffiti laminate vinyl specific to the Fitness Court® is not provided by any other organization as an integrated service.

## **2. Fitness Court® App and Digital Tracking System**

- a. Each Fitness Court® is supported by a mobile app called the Fitness Court® App. All IP, including the app itself are owned by National Fitness Campaign LP. The training resources, world-class workout programs, challenges and data analytics features are only available for Fitness Court® users and site partners.
- b. No other outdoor fitness equipment provides a mobile app with the following four categories of functionality:



- c. Mobile App Primary Features
  - 1. Mark Lauren Training Series
    - a. Mark Lauren is a US Special Operations Trainer and Bestselling Author. He has developed 18 proprietary workout programs specifically for the Fitness Court® system. They are only available on the Fitness Court® App. Mark Lauren has no other programs for outdoor fitness equipment available.
  - 2. Fitness Court® App Live Challenge Feature
    - a. This is a proprietary feature that allows a user to score a 7 station circuit on the Fitness Court® using their mobile device. This feature is not available for any other outdoor fitness product of any kind.
  - 3. Annual Data Analytics Reporting
    - a. Each site partner who builds a Fitness Court® receives an annual data report tracking usage on their Fitness Court®.
    - b. To NFC's knowledge, no other manufacturer of any type of outdoor exercise component provides regular, annual report of key usage metrics using digital, GPS based systems.
      - i. The Report is provided by NFC, and includes annual demographic data, user age ranges, Fitness Court app downloads and other important information.
      - ii. This information is generated by NFC's proprietary GPS based data analytics services for each Fitness Court® in America.
    - c. See appendix for sample annual user data report.
- d. See appendix for additional information regarding the Fitness Court® App.

### **3. National Grant Funding**

- a. National Fitness Campaign LP builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and partners and sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations.
- b. For 2023, National Campaign sponsors include:
  - i. The Keith Haring Fitness Court® Signature Series Collection
  - ii. Engineered Installation Solutions
  - iii. Regupol America
  - iv. USA Shade and Fabric Structures
  - v. Badger Sport
- c. To procure a Fitness Court®, an organization must complete a formal application and be approved for funding and participation. Each partner organization that succeeds in submitting a successful application is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.



- d. This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.
- e. This funding is available for a limited number of partners in each state on an annual basis, and is awarded based on merit of application from a qualified site partner, including the requirement for the Fitness Court to build in a publicly accessible location.
- f. For more information, see: <https://nationalfitnesscampaign.com/grants>

No other vendor, distributor or organization makes these materials available for procurement by any city, school, or organization. They must be acquired from National Fitness Campaign LP. If you have further questions regarding this sole source letter or require additional information, please contact us per the information provided on this letterhead.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitch Menaged".

Mitch Menaged, *Founder and Director*  
National Fitness Campaign LP





### **National Grant Funding**

National Fitness Campaign is a quality of life consulting firm builds and maintains a National Grant Fund, supported each year by sponsors and partners of the campaign. This funding takes tremendous effort to build, and it is provided by National Fitness Campaign and its sponsors to support the mission of making wellness infrastructure free and accessible across America in partnership with leading cities, schools and organizations. Distributions from this Grant Fund are provided directly to cities, schools, and organizations who qualify for, and are approved to become, campaign partners.

For the 2023 Campaign, National Campaign sponsors include:

1. The Keith Haring Fitness Court® Signature Series Collection in partnership with Artestar and the Keith Haring Foundation
2. Engineered Installation Solutions
3. Regupol America
4. USA Shade and Fabric Structures
5. Badger Sport

Additional state and regional sponsors are now joining the campaign, as well as state recreation agencies and other partners. Sponsor funding and grant distribution varies per state and location, based on participating partners and the presence of campaign sponsors and partners within that region. Funding distributions can vary annually based on these factors, and the overall size of NFC's National Grant Fund.

### **Participating as a partner in the National Fitness Campaign**

To become a partner in the NFC program and bring a Fitness Court® and associated services to a location, an organization must engage in a qualification and feasibility process, and be approved to complete a formal application and be approved for funding and participation.

NFC's feasibility and qualification process is led by consultants that assist eligible cities and schools in determining if they are qualified for participation. Limited funding exists on an annual basis for partners to participate based on NFC grant maximums established for America and each of the fifty states.

Each partner organization that succeeds in submitting a successful application and is approved by the NFC Grant Committee is eligible to receive a Grant Award which is deducted from the funds required for the NFC program from sponsors of the National Fitness Campaign.

This funding is administered in the preferred method of receipt for each partner organization. Methods include a credit on final invoices for remaining funding, and direct grant disbursements provided by National Fitness Campaign.

For more information, see: <https://nationalfitnesscampaign.com/grants>

**United States of America**  
United States Patent and Trademark Office

**THE FITNESS COURT**

**Reg. No. 4,307,958**

**Registered Mar. 26, 2013**

**Int. Cl.: 41**

**SERVICE MARK**

**PRINCIPAL REGISTER**

MITCH MENAGLO (UNITED STATES INDIVIDUAL)  
1740 KEARNEY STREET  
SAN FRANCISCO, CA 94133

FOR: PROVIDING OUTDOOR FACILITIES FOR RECREATION ACTIVITIES AND BODY BUILDING, IN CLASS 41 (U.S. CLS. 100, 101 AND 107).

FIRST USE 0-0-1979, IN COMMERCE 0-0-1979

THE MARK CONSISTS OF STANDARD CHARACTERS WITHOUT CLAIM TO ANY PARTICULAR FONT, STYLE, SIZE OR COLOR.

SIC: 263.

SER. NO. 85-600,534, FILED 4-17-2012

KIMBERLY FRYL, EXAMINING ATTORNEY



*Lisa Stewart, Esq.*  
Acting Director of the United States Patent and Trademark Office

NFC : COMPREHENSIVE PROGRAM

# CAMPAIGN SUMMARY



## FITNESS COURT

### 21st Century Healthy Infrastructure

National Fitness Campaign's Fitness Court is the centerpiece to its holistic health and wellness initiative. The Fitness Court is an outdoor bodyweight circuit training center with functional fitness DNA. The best-in-class system provides a full-body workout to adults of all ability levels. With 7 functional fitness zones, the Fitness Court can be used in thousands of ways. The Fitness Court is the world's best outdoor gym!



7 Minutes 7 Movements



### Strategic Planning Studies

Strategic Planning & Feasibility Study, Site Design Consulting



### Campaign Funding Support

Sponsor Strategy, Best Practices, National Installation Team Support



### Fitness Court App

Free digital App Delivering Programming, Workouts & Content



### Ambassador Training

NFC Fitness Court Ambassador Training ACE Certified (*America Council of Exercise*)



### Launch & Public Relations

Featured Stories Highlighted through Press and Local Media

## FITNESS SEASON

### Annual Fitness Season

Spring/Summer/Fall national & local training, classes & challenges series



WORLD-CLASS TRAINING

### SPRING

World-class training videos will available on the Fitness Court App.



WORLD-CLASS TRAINING

### SUMMER

World-class training videos will available on the Fitness Court App.



CHALLENGE SERIES

### FALL

The Fitness Season culminates with local, regional and national challenges for residents.

**Made & Manufactured in the USA**  
 Designed by NFC in California.



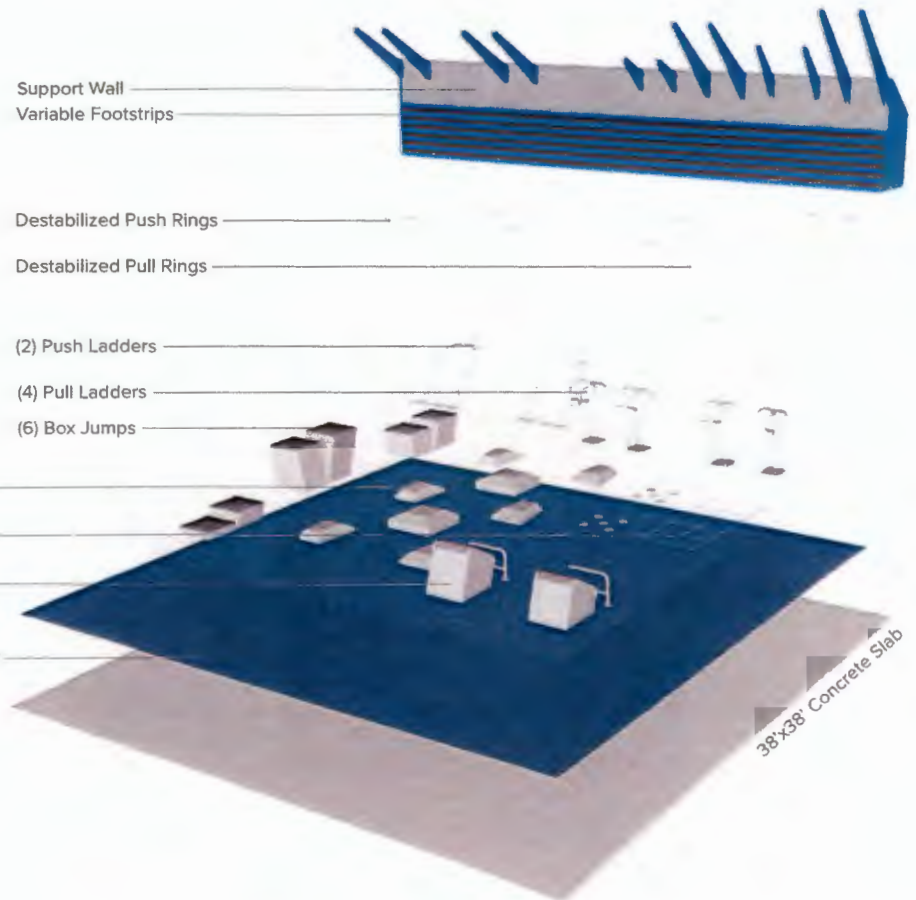
**High Quality**  
 Dual-layer powder-coating  
 carbon steel



**Durable Materials**  
 Tamper-resistant,  
 galvanized & stainless  
 steel bolts and fittings.



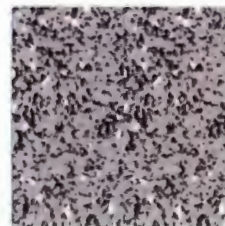
**Best In Class**  
 Anti-graffiti laminate vinyl  
 decals



Each Fitness Court® includes an integrated sports floor made from durable 2'x2' tiles which adhere directly to the concrete slab. Available in our standard NFC Blue or Gray to match any custom design.



Top (Blue Option)



Top (Grey Option)



Bottom



Reducer with Tile



Reducer

# NFC 2022 CAMPAIGN SPECIFICATIONS PROGRAM SUMMARY



**2023 PROGRAM SUMMARY:** All items and services below are delivered to approved partners as part of the 2023 Campaign.

## HEALTHY INFRASTRUCTURE



### FITNESS COURT

#### Fitness Court® Description:

- 32'x35' outdoor bodyweight circuit training system with the following components:
  - Seven station circuit training system providing full-body workout modules
  - Fitness Court body-weight training wall - 32'W x 2'D x 6' H with custom graphics
  - Thirty pieces of body-weight fitness elements for simultaneous use by 28 users at one time. Fitness Elements anchored and grouped within seven stations.
  - Bolts, attachments and anchors required for installation

#### Fitness Court Surface - Tile Surface Specifications

- Outdoor Sports Floor Size: 1,024 SF (32'x32')
- Color: NFC Blue
- Thickness: 1" Tiles
- ADA Border Included

#### Fitness Court Specifications:

- All structural components are made from high-grade carbon steel
- Structural components receive high-grade dual layer powder coating
- All cladding (skins) made from high-grade aluminum and powder coated
- Graphics and signage printed with anti-graffiti over-lamination material
- Manufactured in the United States
- Resilient to heavy, repeated daily use
- Over 30 Individual pieces of equipment
- Powder-Coated Structural Components
- Galvanized fittings and bolts - *Included*
- Stainless steel cables
- Full installation guide provided
- Warranty through NFC

#### Warranty + Maintenance

- Made for all climates
- Almost no moving parts (only cables)
- Equipment is anchor bolted into concrete
- Replacement parts available through NFC
- No requirement for disassembly in winter
- Maintenance guide, including touch-up paint & necessary tooling included

See Official Warranty for Full Coverage Detail



## HEALTHY INFRASTRUCTURE DESIGN SERVICES

#### Strategic Planning & Feasibility Study

- City-wide impact analysis and master plan integration plan
- Site Design and Visibility Analysis

#### Custom Fitness Court Design Services & Construction & Installation Support

- Customized Fitness Court powder-coating and decal design - no two Fitness Courts are the same!
- Stamped and certified design plans, concrete slab drawings, and contractor management are provided by the NFC Activation Team.
- With all ready-to-build plans included, most installations require less than 90 days to complete from ground-breaking to launch.
- NFC National Installation Partner Access - EIS (contracted separately)

## GRANT FUNDING, CONSENSUS BUILDING, SPONSOR SUPPORT

#### NFC Grant Funding Qualification

- Access to qualify for NFC's Grant Funding through NFC's national partners to support seeding the program.

#### Consensus Building Consulting

- NFC has industry experts in project management, and from conception through execution, they will collaborate on an average of 2 intensive monthly planning calls to drive success.

#### Sponsor Strategy Consulting Support

- Up to 10 custom renderings provided by NFC Design Team to support outreach to local sponsors and partners. Up to 5 custom slide presentations provided for in-person meetings and internal stakeholder consensus-building.

## CAMPAIGN SERVICES



### FITNESS COURT APP

#### The Fitness Court App

Free mobile app for iOS / Android teaches proper use, routines and challenges to all users

- Classes:** schedule, run and track attendance using the Fitness Court App back-end scheduling tool, providing live class management through the OnSched platform. Training and basic setup provided by NFC within 30 days of launch event.
- Learn:** video guides deliver workouts, and teach the basics for beginners on the Fitness Court. New content released quarterly, and updated by NFC National Training Team.
- Train:** individual audio guides. New content released quarterly, updated by NFC National Training Team.
- Challenge:** competitive tracking allows users to participate in timed, scored challenges, with an option to submit their scores to a national leaderboard. Acts as a regional and national event qualification tool.

## CERTIFIED AMBASSADOR TRAINING

#### Programming and Training Tools

Fitness Court Ambassadors build and sustain a healthy culture around the Fitness Court ecosystem

- Learn:** education modules provided by the NFC Training Team are eligible for a range of industry certifications, are offered both in-person and remote, and provide a range of class templates, coaching tips and more to qualified Ambassadors. Partnership includes program vouchers for up to 12 individual Ambassadors per Fitness Court, individually eligible for up to 3 continuing education credits (CECs), approved through the American Council on Exercise (ACE).
- Train:** classes, clinics and challenges become the building blocks of a Fitness Season, led by Ambassadors, that engage all ages and fitness levels. These guided workout options expand the user community and increase long-term usage and adoption.
- Share:** continuous online and print storytelling, engagement and social connection further build out a healthy culture on each Fitness Court. Up to five local Ambassadors are eligible to attend an in-person regional training event of their choice in 2023. \*Regional training schedule provided May 2023

## MEDIA, PRESS, & PROMOTIONS

#### Promotions and Marketing Package

Media support and community engagement materials excite users and strengthen program adoption

- Custom Grant Announcement Kit:** promote the development of the program in your community with NFC support through traditional and social media channels - including a custom Press Release, site rendering, and outreach planning tools.
- Launch Event Promotions Toolkit:** announce the launch of the Fitness Court on traditional media channels with a separate customized press release, outreach support and uniquely branded assets for social media.
- NFC Website Feature Story:** NFC-hosted custom storytelling showcases the partnership and program development in your community.
- Fitness Court Gear:** minimum \$750 credit towards the official NFC gear store - gear and giveaways (provided in part by national Campaign sponsor, Badger Sport®) nurture Ambassador relationships, honor stakeholders and excite event attendees, to amplify launch activities.
- Opening Day Launch Support:** NFC provides event management templates, guidance for launch event planning, and custom promotional materials (flyers, media assets).

## FITNESS SEASON 2023

#### Annual Activation Series: 2023 Fitness Season

Bring the Latest Events & Programs to Your Fitness Court® this Year!

- Spring 2023:** 18 new workout routines & video tutorials introduced to the Fitness Court App, featuring pro trainer, Mark Lauren.
- Summer 2023:** Classes and Clinics support ongoing programming for group exercise and app-based class
- Fall 2023:** Challenge series builds competition & strengthens community. Marks the success of year's activation program for all users.
- Healthy Infrastructure Awards:** annual recognition program highlighting exceptional partners and leaders nationwide, winners receive custom awards, decals and press support to announce



*Fitness Court*

**NATIONAL FITNESS CAMPAIGN**

SAN FRANCISCO, USA  
NATIONALFITNESSCAMPAIGN.COM  
INFO@NFCHQ.COM  
(415) 702-4919

**FITNESS COURT™**  
SCHEMATIC DESIGN SET

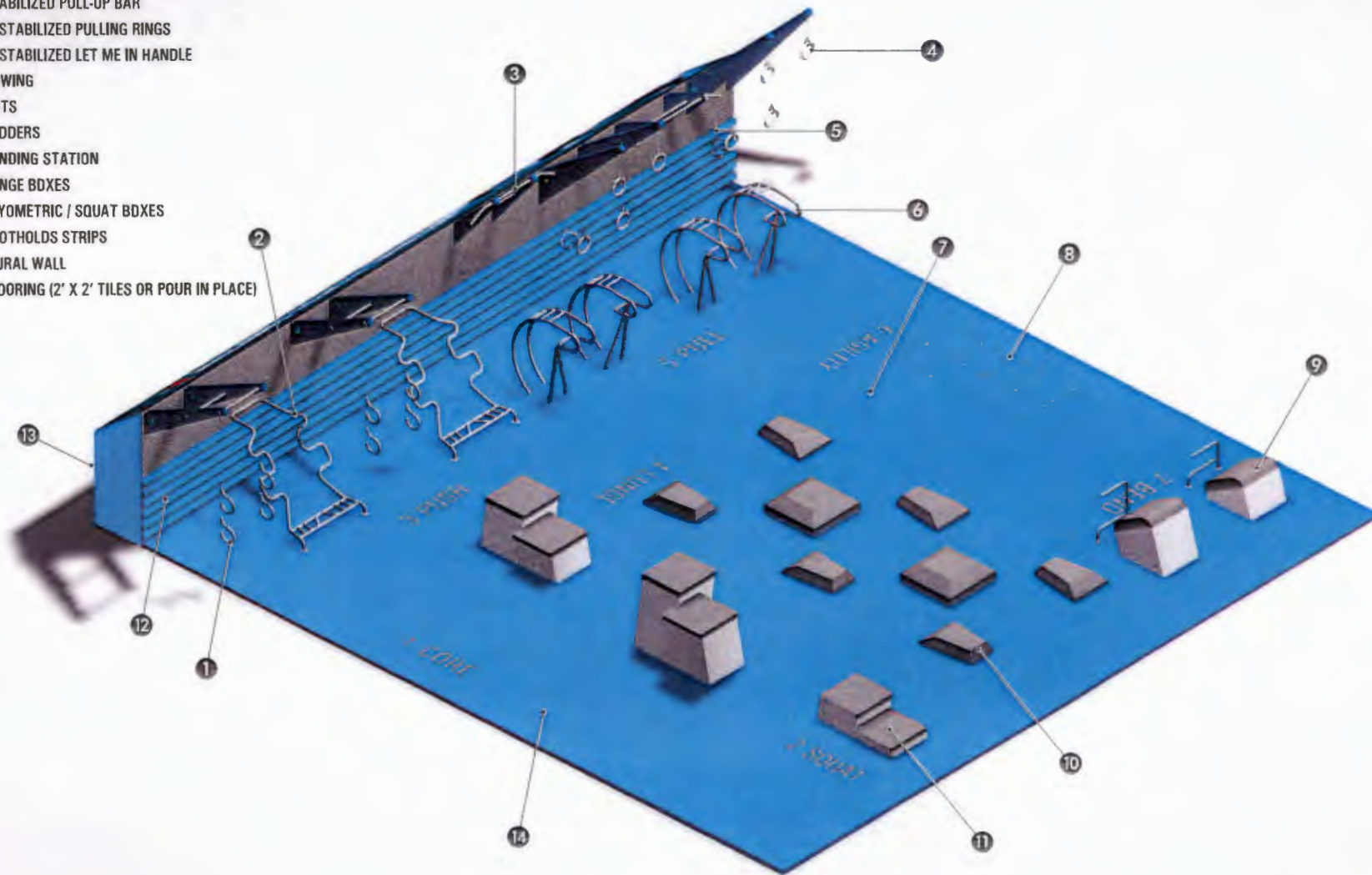


NATIONAL FITNESS CAMPAIGN

NOT FOR CONSTRUCTION

DATE	
DESIGN NUMBER	565382
ASCRIVE NUMBER	
SHEET	FC 01

- ① DESTABILIZED PUSHING RINGS
- ② STABILIZED FREEFORM PUSHING BARS
- ③ STABILIZED PULL-UP BAR
- ④ DESTABILIZED PULLING RINGS
- ⑤ DESTABILIZED LET ME IN HANDLE
- ⑥ ROWING
- ⑦ DOTS
- ⑧ LADDERS
- ⑨ BENDING STATION
- ⑩ LUNGE BOXES
- ⑪ PLYOMETRIC / SQUAT BOXES
- ⑫ FOOTHOLDS STRIPS
- ⑬ MURAL WALL
- ⑭ FLOORING (2' X 2' TILES OR POUR IN PLACE)



## Body Weight Fitness

NOT FOR CONSTRUCTION



NATIONAL FITNESS CAMPAIGN

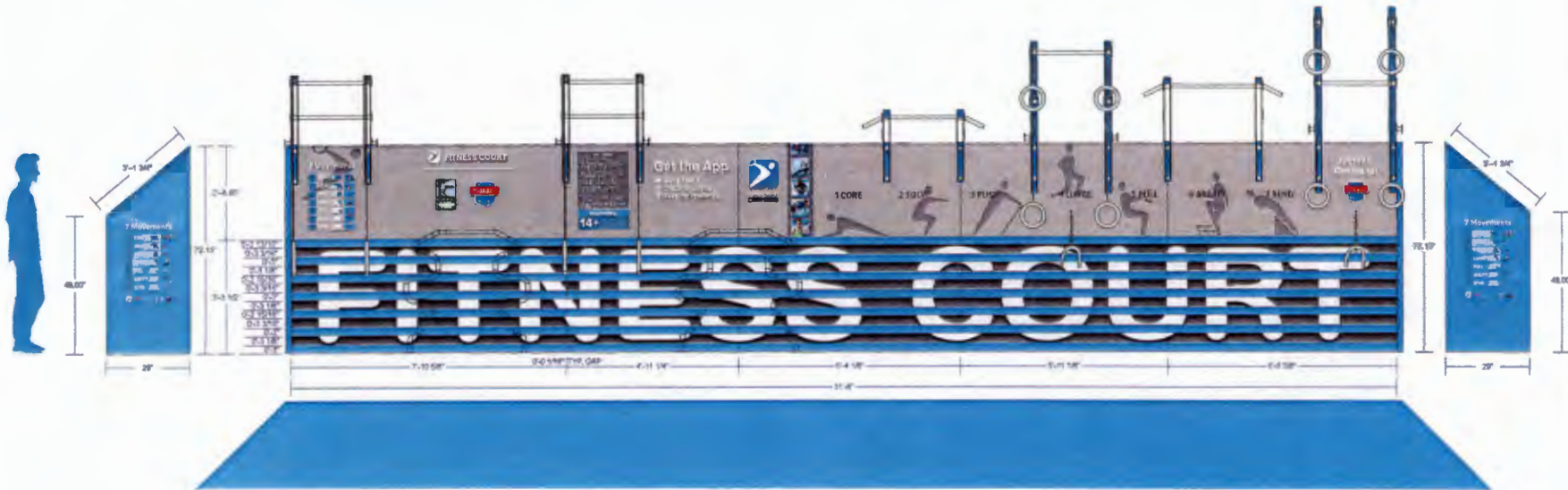
DATE 06.30.17

DESIGN NUMBER  
565382

ARCHIVE NUMBER

SHEET  
FC 02





NOTE: Sponsor Recognition shown for reference only. For Custom Decals, additional fee applies.

NFC FITNESS COURT SCHEMATIC ELEVATIONS

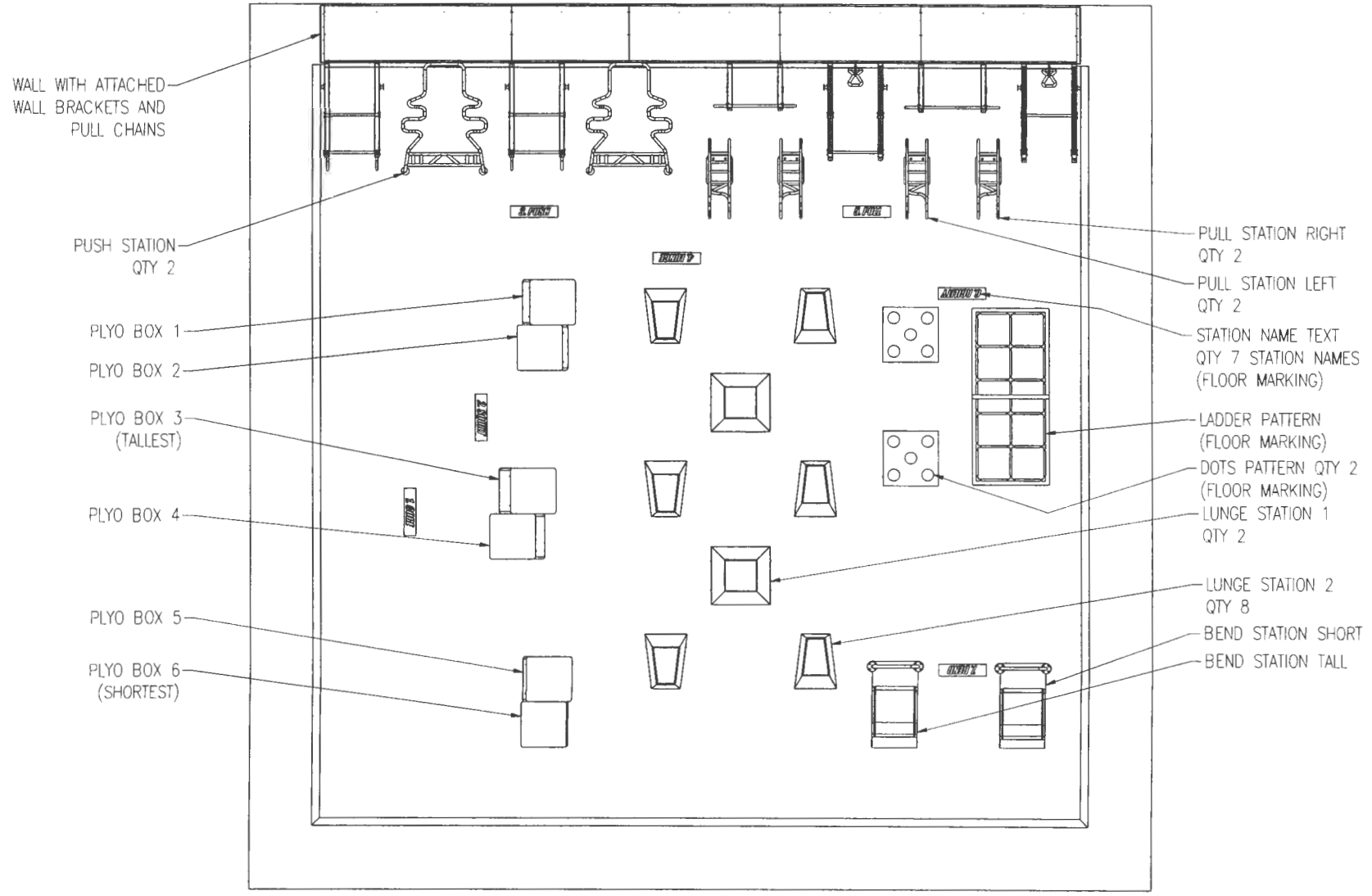
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NATIONAL FITNESS CAMPAIGN

DATE	06.30.17
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 03

# EQUIPMENT AND FLOOR MARKING LAYOUT



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NOT FOR CONSTRUCTION



NATIONAL FITNESS CAMPAIGN

DATE	06.30.17
DESIGN NUMBER	565382
ARCHIVE NUMBER	
SHEET	FC 04



**STATEWIDE  
CAMPAIGN BRIEFING  
INVITATION**  
2023



# NATIONAL FITNESS CAMPAIGN BROUGHT TO YOU BY





## WHO WE ARE

National Fitness Campaign is a San Francisco based social enterprise and consulting firm



## WHAT WE DO

NFC develops public-private partnerships with cities, schools and sponsors to build healthy communities



40+ YEARS IN THE MAKING  
CAMPAIGN HISTORY



**FITNESS COURT INVENTED**  
SAN FRANCISCO • STANFORD



1979



**FIRST NATIONAL SPONSOR**  
3 COUNTRIES • 10,000 FITNESS COURTS



1980's



**REDESIGNED**  
FOR IMPACT IN 21ST CENTURY



2012



**WELCOMING 500<sup>TH</sup>**  
HEALTHY COMMUNITY ACROSS AMERICA



2023



**NFC EXPANDS TO 10,000**  
COMMUNITIES WITH PARTNERS



2030's



OUR MISSION

# BUILD HEALTHY COMMUNITIES



*WE MAKE WORLD CLASS  
FITNESS FREE!*

# CAMPAIGN OVERVIEW



**A COMPREHENSIVE  
COMMUNITY WELLNESS  
PROGRAM**





# FITNESS COURT

WORLDS BEST OUTDOOR GYM



**7 MOVEMENT FULL BODY WORKOUT**



CORE



SQUAT



PUSH



LUNGE



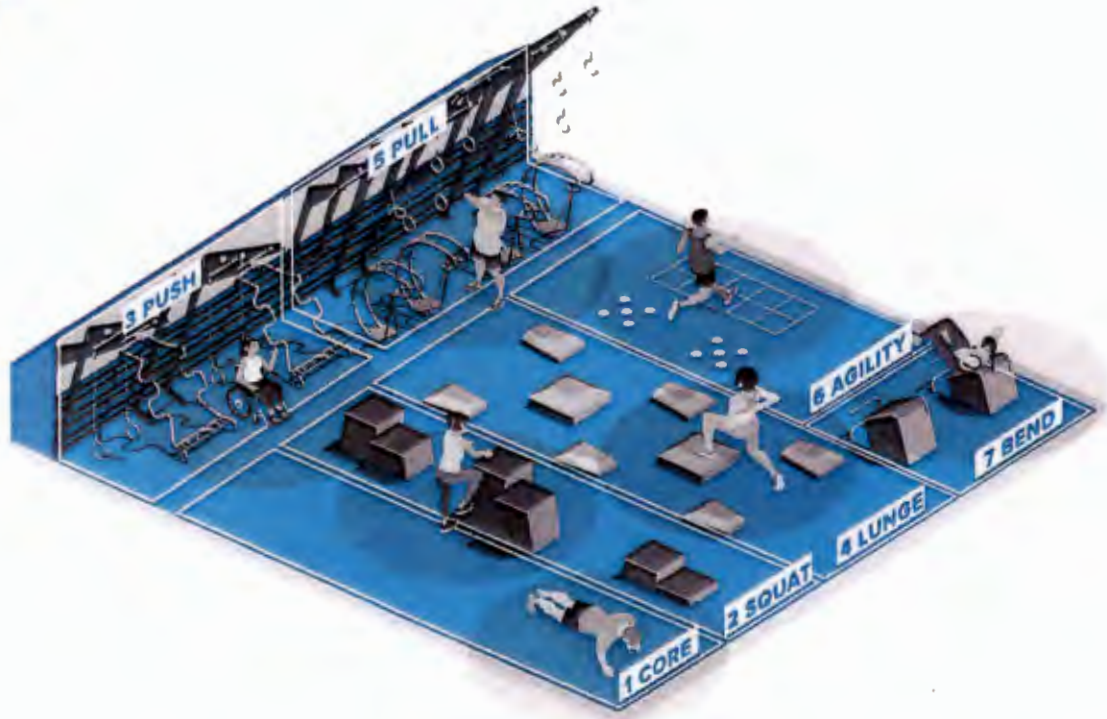
PULL



AGILITY



BEND



# **FITNESS COURT®**

**FUNCTIONAL TRAINING SYSTEM  
THOUSANDS OF EXERCISES**

*SCIENTIFICALLY DESIGNED*

## **7 MOVEMENT FULL BODY WORKOUTS**



**CORE**



**SQUAT**



**PUSH**



**LUNGE**



**PULL**



**AGILITY**



**BEND**



 **FITNESS COURT®**

## ADULTS OF ALL AGES AND ABILITY



**I am glad to see movements to improve balance.**  
*- Carol Claybaker, Senior Resident of Janesville, WI*



Download on the  
App Store

GET IT ON  
Google Play

**FITNESS COURT APP**

## CAMPAIGN SERVICES

## TURN KEY



**PRE LAUNCH  
SUPPORT**

**AMBASSADOR  
TRAINING**

**MEDIA & PRESS**

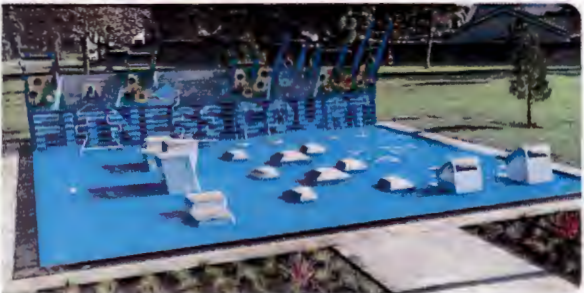
**LAUNCH!**

**FREE WORKOUTS  
& GROUP CLASSES**

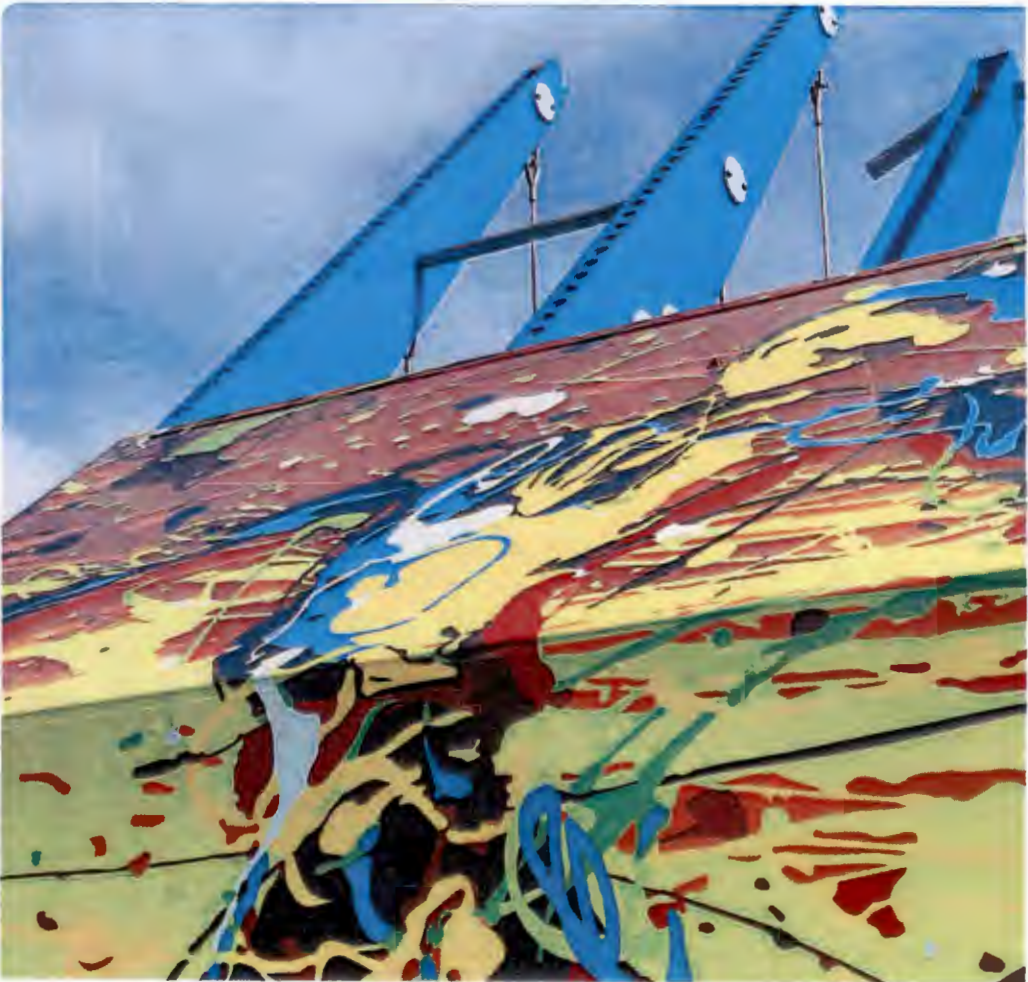
**DATA & IMPACT**

**A wellness culture to engage people in healthy communities!**

FITNESS COURT PUBLIC ART



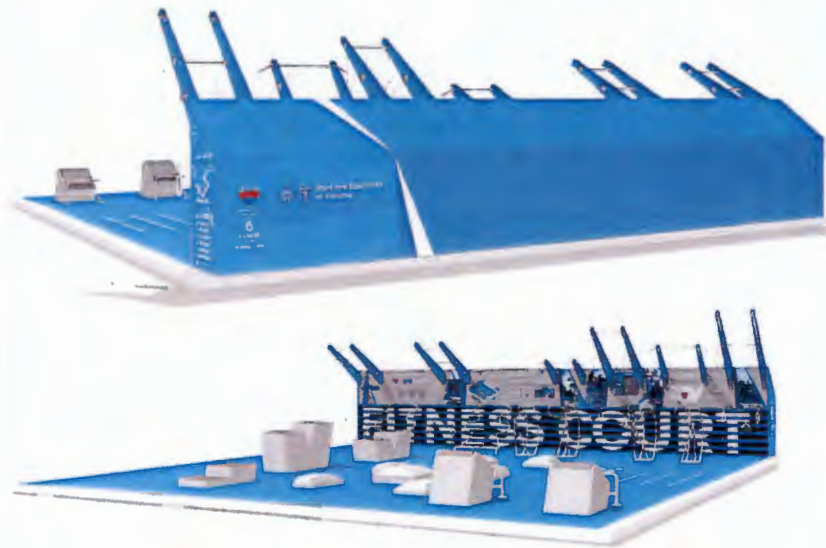
NATIONWIDE GALLERY



## FITNESS COURT PUBLIC ART



**FITNESS  
COURTS**



**2023 NFC State Sponsor Art Collection**

*No Additional Funding Required*

Each Fitness Court® is a one-of-a-kind work of art.

### NFC DESIGN STUDIO

Additional Funding Required:  
**\$10,000**



### LOCAL ARTIST

Additional Funding Re  
**\$25,000**



### FEATURED ARTIST

Additional Funding Required  
Available upon Request



2023 JEAN-MICHEL BASQUIAT

# CAMPAIGN OVERVIEW



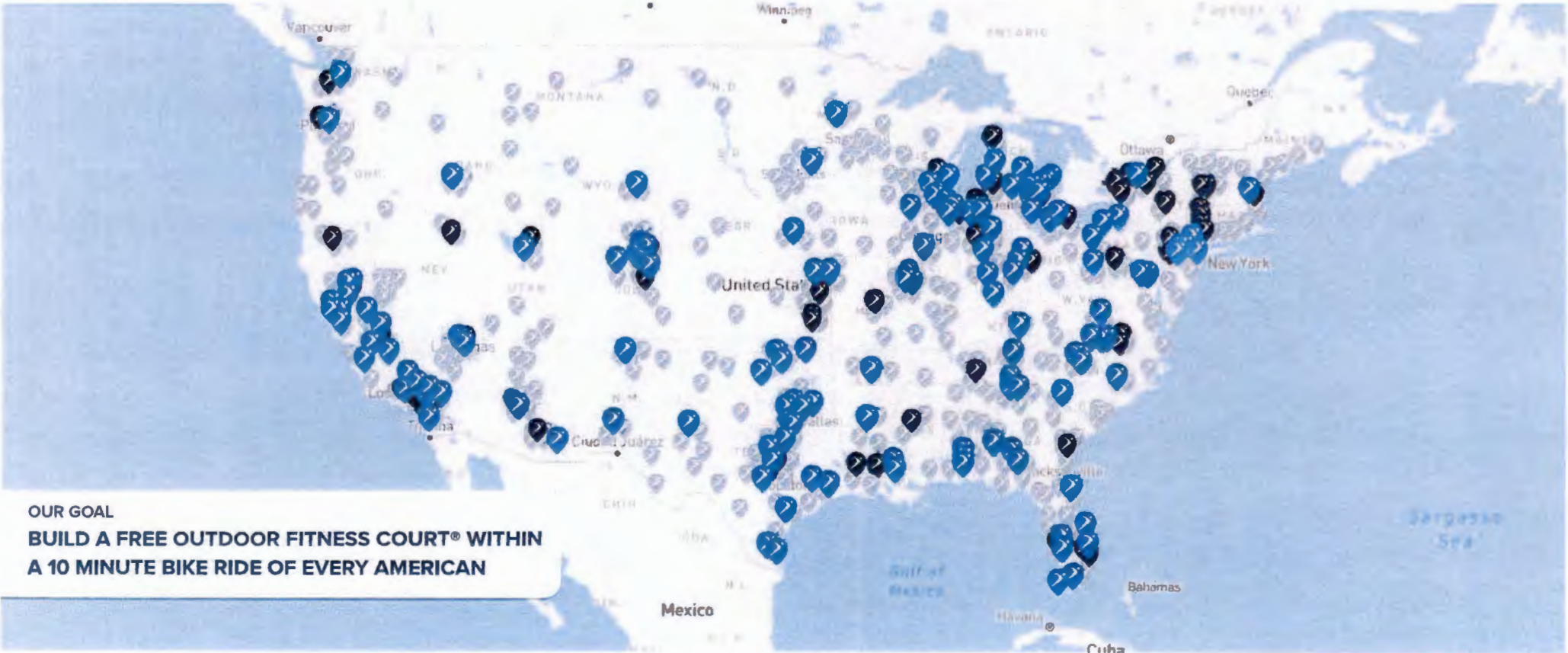
**A COMPREHENSIVE  
COMMUNITY WELLNESS  
PROGRAM**



## NFC 2023 NATIONWIDE STATUS

# 10,000+ Fitness Courts® coming to America by 2030

We are building the largest public private partnership in support of community wellness in America!



**OUR GOAL**  
**BUILD A FREE OUTDOOR FITNESS COURT® WITHIN**  
**A 10 MINUTE BIKE RIDE OF EVERY AMERICAN**

# 2023

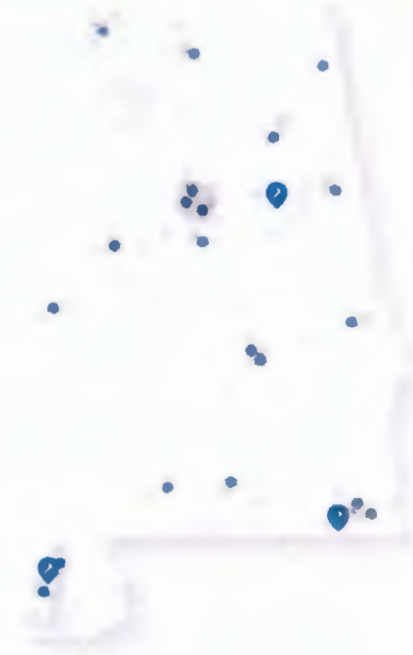
## ALABAMA STATE SPONSOR

PRESENTED BY BLUE CROSS BLUE SHIELD OF ALABAMA



Strategic Plan Adopted for Health Impact Across State

Limited funding for 10 communities in 2023



**\$500,000 in Funding Now Available  
for Qualified Site Partners**

# 2030 Alabama Health Impact Plan

Version 1.1 Adopted Oct 2022



## 2030 Alabama State Health Impact Plan

In coordination with a statewide analysis of pedestrian infrastructure, communities and open space, and a public health needs assessment, NFC and BCBSAL have adopted a 2030 Partnership Master Plan to build healthy communities across the state of Alabama

- 200 Site partners coming to Alabama by 2030
- Funding for first 50 site partners being distributed by 2025
- Multi-year grant funding and partnership applications now available for all qualification tiers
- All municipalities and schools identified are now being encouraged to qualify their community for partnership and funding

### Grant Funding Qualification Key

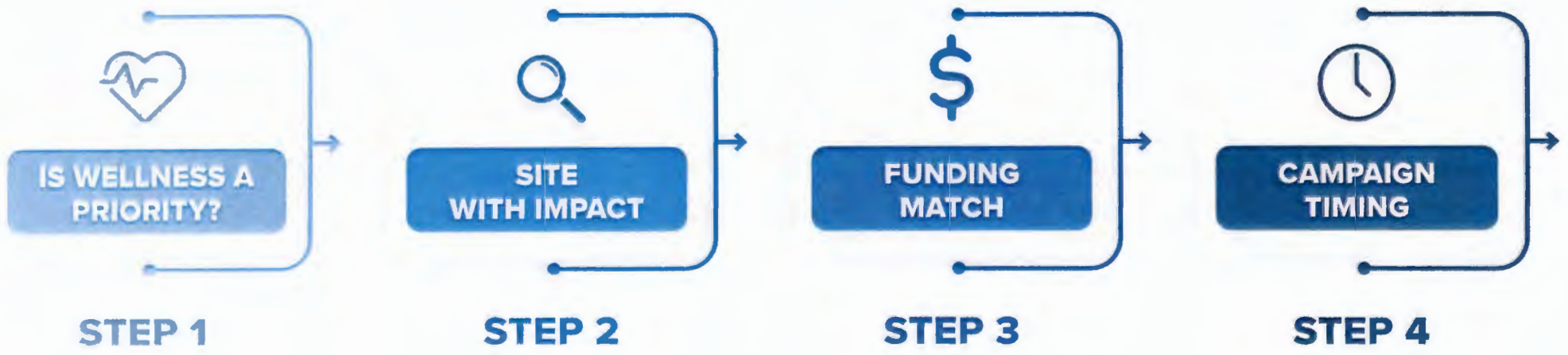
- Priority 1 Site Partner
- Priority 2 Site Partner
- Priority 3 Site Partner
- College Site Partner
- Existing Site Partner



# NFC GRANT REQUIREMENTS



## NFC GRANT PROGRAM



# WELLNESS AS A PRIORITY

## STEP 1



## SITES WITH IMPACT

### Feasibility Study for Fitness Court® Locations Design & Planning Consulting



Funding support for a network of Fitness Courts to encourage pedestrian movement across the community



Walk, Bike, Run, Jog



Site Plan Integration



Pedestrian Movement Analysis

## STEP 2

# 1

### VISIBLE

Site locations must be recognizable with high visibility.



# 2

### ACTIVE

Site locations must be heavily trafficked and centrally located.



# 3

### CONNECTED

Site locations must be integrated with pedestrian infrastructure.



**STEP 3**

**2023 CAMPAIGN FUNDING REQUIREMENT**

**NFC PROGRAM FUNDING**

The Fitness Court® and National Campaign Services \$ 155,000

NFC & Blue Cross Blue Shield of Alabama Grant Funding Award (Variable Grants Available) (\$30,000-\$50,000)

**Art & Custom Color Options**



NFC Standard  
Included



NFC Design Studio  
\$10,000



Local Artist  
\$25,000

OPTIONAL

**NFC PROGRAM TOTAL \$ 105,000-125,000**

**CONCRETE SLAB**

Can be performed in-house or in-kind est.\$ 0-20,000

**NFC APPROVED INSTALLER NETWORK - INSTALLATION TEAM**

Turn Key Fitness Court Assembly \$ 25,000

Art & Graphic Installation

Installation Partner (separate agreement)

*Fitness Court Installation is a specialized installation that requires expertise, proper certifications, and proven field experience*

With Prevailing Wage Rates: \$27,000

**TOTAL FUNDING REQUIREMENT**




**BlueCross BlueShield of Alabama**

**\$130,000-**

**\$170,000**

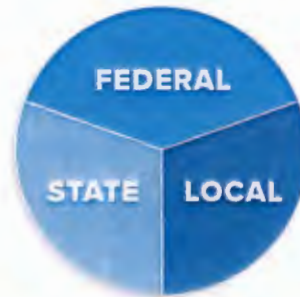
# ALTERNATE FUNDING PATHWAYS

## STEP 3



### ALTERNATE FUNDING PATHWAYS NFC CONSULTATIVE SUPPORT

### FEDERAL AND STATE FUNDING



Expert funding consulting  
for eligible partners



### LOCAL AND REGIONAL SPONSORS

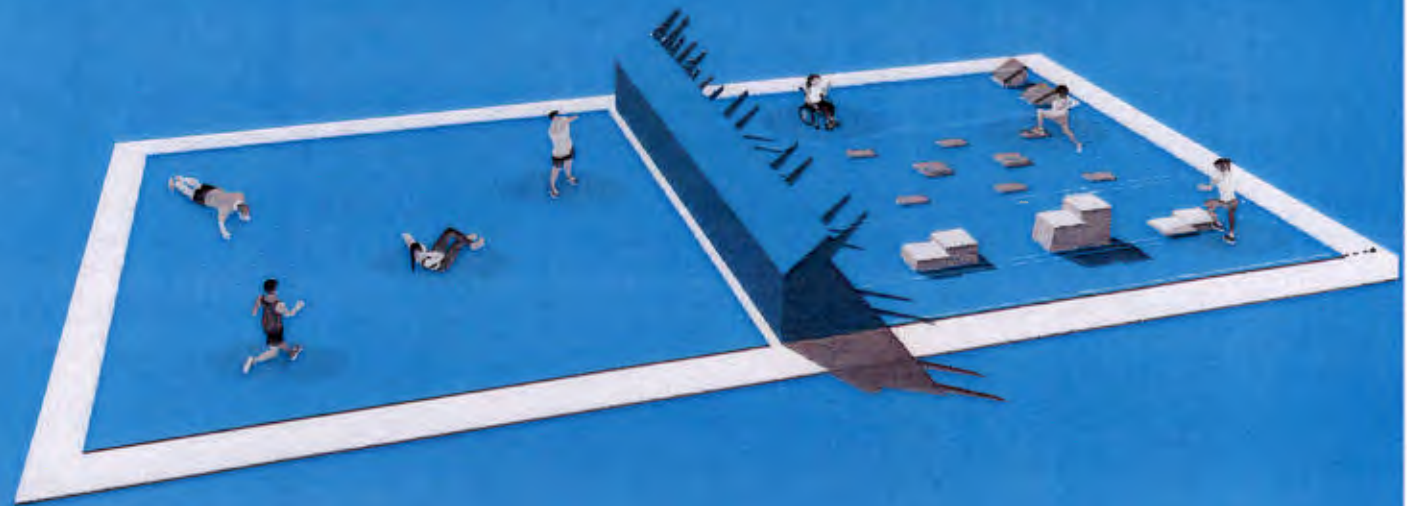






# FITNESS COURT | STUDIO

LAUNCHING NATIONWIDE IN 2023



 **FITNESS COURT** | STUDIO

**FITNESS  
ART  
DANCE  
YOGA  
ZUMBA  
PILATES  
STRETCH**



## FITNESS COURT | STUDIO



- World's first integrated outdoor gym experience with two programmable class rooms
- Over 2,000 square feet of wellness infrastructure
- Includes edge to edge art mural as studio classroom backdrop
- Compatible with existing Fitness Courts® and your Fitness Court® network

**ADDITIONAL  
FUNDING REQUIRED**

**\$35,000**

*\*\*Limited Fitness Court Studio® programs available in each state in 2023*

### CONCRETE SLAB ADDITION

Can be performed in-house or in-kind

est. \$0-20,000



*Variance dependent on concrete pad installation method*

**2023 GRANT APPLICATION  
PERIOD NOW OPEN**



**Campaign seeking qualified applicants  
able to meet the 2023 time frame for  
adoption and local funding match.**

## PARTNERSHIP QUALIFICATION PROCESS

### PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

### AWARD PHASE

- 4 Award of Grant Eligibility (*First Come, First Served for Qualified Applicants*)
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

### LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony



DISCUSSION - Q&A



Q&A

SCHEDULE EVALUATION CALL IF APPROPRIATE

NEXT STEP

A large blue vertical panel. At the top, a white rounded rectangle contains the text "Q&A". Below this, a white rounded rectangle contains a calendar icon with a checkmark. Underneath the icon is a dark blue box with the text "SCHEDULE EVALUATION CALL IF APPROPRIATE". At the bottom of the panel, the text "NEXT STEP" is written in white.

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 11TH DAY OF SEPTEMBER, 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

SEP 1 2 34 5:05 *RCW*

Project Location: Quail Creek Golf Course

Presented to City Council: 9/11/2023

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

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: \$ 49,000.00 (DRAFT FY24 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 procurement of new replacement roof for the Quail Creek Maintenance Barn in the not-to-exceed amount of \$49,000.00. This item is included in the DRAFT FY24 Golf Budget.

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: 9/1/2023

Request Approved Date: 9/1/2023

Request Approved Date: 9/1/2023

Approved Date: 9/1/2023

Signatures: *Suzanne Doughty*  
Suzanne Doughty

Signatures: *Kim Creech*  
Kim Creech

Signatures: *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 Doughy, 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 \_\_\_\_\_

DLUX PRINTING, PENSACOLA, FL



# 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.Wolfe@FairhopeAL.gov](mailto:Erin.Wolfe@FairhopeAL.gov) and [Rhonda.Cunningham@FairhopeAL.gov](mailto:Rhonda.Cunningham@FairhopeAL.gov).*



**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. Renail 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></p> <p>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.</p> <p>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  <small>MAKE CHECKS PAYABLE TO F &amp; H GENERAL CONTRACTING LLC</small></p> <p>The sum of: <u>Fifty three thousand dollars</u> (\$ 53,000 )</p> <p>Payment to be made as follows: <u>Material cost upfront, check or cash. The remainder is due upon completion.</u></p>		
<p>All Material is guaranteed to be as specified. All work is to be completed in a Work <u>like</u> 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></p> <p>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></p> <p>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 \$300 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 FMLA (Family Medical Leave Act) Administration Services for the Human Resources Department from American United Life Insurance Company with a not-to-exceed annual amount of \$15,646.20; and authorizes Mayor Sullivan to execute the agreement.

ADOPTED ON THIS 11TH DAY OF SEPTEMBER, 2023

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

ATTEST:

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

City of Fairhope  
Project Funding Request

Issuing Date: 8/31/2023

SEP 1 12 2023  
Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Procurement of FMLA (Family Medical Leave Act) Administration Services

Project Location: Human Resources

Presented to City Council: 9/11/2023

Funding Request Sponsor: Kim Creech, Treasurer

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

Project Cash Requirement Requested:  
Cost: \$ 15,646.20 Annually (not-to-exceed amount)

Vendor: American United Life Insurance Company (Vendor #6421)

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  HR-17

Project will be:

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

Funding Source:

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

Expense Code: 001170-50290  
G/L Acct Name: Professional Services

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

Project Budgeted: \$ 15,646.20 (Item included in DRAFT FY24 Budget)  
Balance Sheet Item-  
included in projected  
cash flow

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

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

Approve the procurement of FMLA (Family Medical Leave Act) Administration services from American United Life Insurance Company for the City in the not-to-exceed annual amount of \$15,646.20. Cost is included in DRAFT FY24 Budget for Human Resources Professional Services. Authorize Mayor to execute agreement.

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

City Council Prior Approval/Date? \_\_\_\_\_

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/31/2023

Purchasing Memo Date: 8/31/2023

Delivered To Date: 9/1/2023

Request Approved Date: 8/31/2023

Request Approved Date: 8/31/2023

Approved Date: 9/1/2023

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, ACMO  
Jimmy Conyers  
Corey Martin  
Jay Robinson

Date: August 31, 2023

Re: Green Sheet and City Council Approval of Procurement of FMLA Leave Administration Services

Lisa A. Hanks, MMC  
City Clerk

The City Treasurer, Kim Creech, is requesting procurement of FMLA Leave Administration Services.

Kimberly Creech  
Treasurer

A quote was received from American United Life insurance Company, who provides the City's Life Insurance and Disability Insurance, and therefore are familiar with the City. American United Life Insurance Company's FMLA Leave Administration program, FMLASource®, provides the following:

- Leave Management Services (Federal FMLA, USERRA, State Leave) \$1.75 per employee per month
- ADA Leave Administration \$1.12 per employee per month
- Optional Non-FMLA (Personal Leave) \$0.06 per employee per month

The total cost per employee per month is Two Dollars and Nine-Three Cents (\$2.93), or Fifteen Thousand Six Hundred Forty-Six Dollars and Twenty Cents per year for 445 employees.

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."*

NOTES:

See Attached Vendor Proposal for Details.

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

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of FMLA Leave Administrative Services for \$15,656.20 per year.**

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

CC file, Kim Creech, Clint Steadham



Proposal for City of Fairhope



**Stay Ahead** of Performance, Productivity and Absence Issues

6/23/2023

SUBMITTED BY:

**FMLASource®**

NBC Tower

455 North Cityfront Plaza Drive

Chicago, IL 60611

312-595-4000

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

## How Will FMLASource® Leave Administration Services Benefit City of Fairhope?

The Family and Medical Leave Act (FMLA) was introduced more than 20 years ago and yet intermittent FMLA leave is still consistently identified as one of the leading points of frustration and confusion for Human Resources due to difficulties in tracking, extensive paperwork requirements and covering for unanticipated staff absences.

In today's world of ever-changing leave legislation, it can be difficult to stay current and maintain consistent policies and practices for employee leaves. In addition to FMLA and the Uniformed Services Employment and Reemployment Rights Act (USERRA)—a federal law that establishes rights and responsibilities for uniformed service members—employers must comply with state leave laws as well as amendments to the Americans with Disabilities Act (ADA) regarding leave of absence allowance). In fact, at any given time, there are over 100 bills related to leave currently pending in various state legislatures.

Employers also face internal pressures to minimize employee absenteeism and maximize performance and productivity while tracking and managing many types of employee absence.

Since 2000, FMLASource has been providing expert employee leave administration services. We know that most HR and benefits departments face most, if not all, of the following challenges:

- Leaves that are complex changing in scope, confusing to employees, and burdensome for HR professionals, payroll administrators, and front line managers
- Increases in abuse which negatively impact workplace morale and result in reduced productivity
- Ever changing and complicated federal and state related leave laws which continue to change and grow in complexity
- Management of concurrent leave and disability or workers compensation claims, which can be confusing and difficult to coordinate
- An ADA absence related to leave accommodation continues to put organizations at increased risk

Our singular focus is helping employers solve these issues. Namely, we help our customers in three key areas:

- **Compliance.** We provide legal expertise in order to ensure ongoing compliance. Our on-staff legal experts are involved in all areas of our process from training, to policy review and consultation during the implementation, to keeping current with legal and regulatory updates at the federal and state levels. We believe these components are critical to a successful partnership and guide our approach from a consultative implementation through intuitive, ongoing leave management administration services.
- **Ease of administration.** We ensure that employees are guided proactively through the process, unnecessary work for managers is eliminated, and HR leaders are empowered to oversee and manage the program without getting bogged down in the details. We facilitate a seamless experience throughout the process for employees, managers and HR, including when a disability or workers compensation claim runs concurrently (for all or part of the leave).
- **Reducing the cost of unplanned absence.** We go to great lengths during program implementation to understand

### SYGMA Network

When it came to FMLA, we recognized that it wasn't being managed well. Our company has multiple sites in 12 states. Everyone was doing their own thing and we'd had issues with lawsuits due in part to inconsistency.

We chose FMLASource because of the thorough training program and ongoing support. The FMLASource team has been very responsive – any of our HR managers can call them directly and get the attention they need. We've had nothing but positive comments on the support provided.

FMLASource is administered by attorneys and legal experts and has definitely helped lessen the burden on HR managers in the field. We know we're making good decisions now – we have confidence we are making the right determinations for both employees and for the company from a financial perspective, and we have the paperwork to back up that we've followed the law. That gives us peace of mind.

Pat Eberly, Senior HR Manager

the company's culture and preferences for managing intermittent leave abuse and then collaboratively work to reduce the identified areas of abuse. Our proprietary process helps significantly reduce the potential abuse of intermittent leaves.

## Value of Leave Management Services

### Compliance

One of the greatest benefits of leave management outsourcing is knowing that all state and federal family leave laws are monitored and maintained in strict compliance with all applicable regulations and policies. We provide both consultative and administrative support to help employers and employees understand the intricacies of how leave regulations apply to their specific situation.

Under the guidance of our organizational leaders, two of whom are attorneys with extensive healthcare and employment law backgrounds, our legal experts continually monitor and analyze guidance from the Department of Labor (DOL), state enforcement agencies and legislative bodies regarding changes to existing laws, as well as the introduction of new laws.

To ensure City of Fairhope's compliance, during implementation our team learns about its current leave policies and identifies potential risk exposure. Then, we will suggest revisions in keeping with regulatory changes and policy updates to ensure existing policies are sound. This ensures that regulations and policies can be legally, fairly and consistently applied.

Our legal experts are also available to consult on complex cases, drawing on their deep understanding of the regulatory environment, legal actions and changes in federal and state statutes, regulations, administrative opinions and important court cases. Our team encourages consultation before taking any employment or disciplinary action as a result of a leave related issue.

We proactively inform customers of regulatory changes to FMLA guidelines within one week of the change, via email, a phone call from the designated account manager or, in some cases, a live webinar delivered by a member of our compliance team. For example, FMLASource issued a bulletin to customers less than 24 hours after the U.S. Department of Labor on June 23, 2014 issued a proposed rule to revise the definition of spouse under the Act to include all legal same-sex (and common law) marriages regardless of where the employee lives. We recently delivered webinar sessions on the Equal Employment Opportunity Commission's Guidance on Pregnancy and the ADA, as well as an update on the increasingly complex regulatory relationship between FMLA and ADA.

Account managers also continuously provide proactive and continual guidance regarding changes to the law, while also embedding all relevant guidance into our processes, and serving as a conduit to the compliance team's expertise when appropriate.

To prepare you to engage in the individualized, interactive process required by the ADA, our ADA coach will guide you through all relevant ADA standards and considerations (e.g. identifying essential versus marginal functions, reasonable accommodations versus undue hardships, etc.), providing insight on different subjective standards within the law, including EEOC and other guidance.

### Ease of Administration

As soon as an STD or FMLA issue arises, HR managers, supervisors and employees can contact us to confirm FMLA eligibility or to learn about the rights of qualified employees. Our intake specialists will also complete the STD intake process for employees with STD issues. Frequently asked questions include the following:

#### Employee

- Does my condition qualify for FMLA?

- Will I be covered under STD?
- How much FMLA time do I have available?
- Do FMLA leaves need to be taken in one block of time?
- Will I be paid while I'm on leave under STD or will the leave be unpaid under FMLA?
- Will I retain my benefits while on leave?

### Employer

- Do I need to request a leave for this employee?
- Does the employee have the right to...?
- Is the employee covered for STD?
- What will the duration of their disability be?
- What do I do with the employee when he or she returns to work?

Our intake specialists are trained to listen actively, guiding employees to other programs and resources offered by their employer. For example, for an employee on leave because of a pregnancy, our specialists would help her access EAP Work-Life services.

Our approach to leave administration is to ensure that our processes align with our goal of creating administrative ease for our customers and their employees. We deliver a comprehensive solution for tracking FMLA, state-specific family leaves, jury/witness duty, ADA, and other optional leave tracking (i.e., personal, general medical, bereavement, other company-specific leaves of absence, etc.). Our leave specialists manage cases from start to finish by:

- Offering multiple channels (phone, web, fax, mail) to submit a leave request
- Conducting FMLA and disability intake simultaneously upon leave request
- Providing expert consultation at the time of the leave request and throughout the leave duration
- Explaining customer-specific policies to employees in an easy to understand, conversational manner
- Determining eligibility and entitlement for all appropriate leaves including, reasonable accommodations for ADA cases
- Sending clear and compliant notifications to employees about their rights and responsibilities, and describing next steps
- Reviewing all medical certifications in compliance with the federal and state laws and contacting health care providers for additional information, as needed
- Tracking FMLA, jury/witness duty, and ADA leaves and other City of Fairhope absences
- Providing reminders at key points along the process to keep employees on track and providing a "safety net" to avoid missed deadlines and confirm or adjust return-to-work dates, as appropriate
- Coordinating with disability and workers' compensation vendor when appropriate
- Introducing appropriate EAP and work-life services (if applicable)
- Determining when a leave may be covered by the ADA and facilitating the employer's case-by-case ADA analysis

### Easy Access for Employees

Applying for and complying with leave policy requirements can be confusing and challenging for employees. Being off work is a stressful time for employees, who are then asked to adhere to a complex and time-sensitive process, or risk having their leave request denied. Without clear and regular guidance, this can create a negative experience for employees and a compliance risk for employers, given the subjectivity inherent in the FMLA and ADA.

To help alleviate this stress and confusion, employees can access our leave and disability intake specialists via a toll-free phone number or the web to open their leave, get answers to their questions, or check claim status. They can also use our 24-hour interactive voice response telephone system, the website, or our mobile app to open a leave, report time and check claim status on their smart phone.

Once a leave request is opened in our system, we incorporate up to 20 contact points to make sure that the employee understands what they need to know, what they need to do, and when they need to do it. By analyzing call trends and volume, we identify the specific points in the process that typically cause uncertainty or anxiety for employees and put in place a system of notifications to keep them informed at each step. Further, we communicate by the employee’s preferred method (e-mail, phone, hard copy mail, or a combination).

**Proactive Approach Streamlines Process**

For the few forms that are returned insufficient or incomplete, our outreach process resolves nearly all of the deficiencies resulting in denials less than 1 percent of the time due to incomplete paperwork.

Lastly, we created employee-friendly, Department of Labor (DOL)-compliant forms and letters. Our easy-to-use forms have led to a reduction of insufficient and/or incomplete medical certifications from 25 percent (using the DOL form) down to only seven percent. For the few forms that are returned insufficient or incomplete, our outreach process resolves nearly all of the deficiencies resulting in denials due to incomplete forms to less than one percent. Similarly, our return to work process includes three touch points with employees before their scheduled return date to ensure a smooth transition back to work.

**Easy Access for Employers**

While it may seem straightforward to interpret who qualifies for leave, whether state or federal FMLA or other related leave types, most managers and supervisors find it complex and confusing. In most cases, the burden is on them to interpret whether an employee’s situation qualifies for a protected leave. Further, managers and supervisors must be able to demonstrate fair and equal treatment of all employees.

FMLASource handles the determination of eligibility and administration of leave requests, by working as an extension of City of Fairhope’s HR team, maintaining compliance and keeping designated HR and managers informed throughout the process. In addition to being copied on all letters exchanged with employees and receiving daily status updates, HR and line managers have online access to employee information, 24 hours a day, seven days a week via [www.FMLASource.com](http://www.FMLASource.com). With an easy-to-navigate dashboard, FMLASource.com provides a convenient way for designated HR staff to work on behalf of employees to enter time and update information, download blank medical certification forms, access letters and related attachments, check usage, report return-to-work dates and generate custom reports. They can also access and view certain information via the mobile app.

**Determining Eligibility and Communicating Rights**

When an employee contacts us to open a leave request, the leave specialist will determine the employee’s eligibility using the eligibility download provided by City of Fairhope to determine the employee’s length of service and number of hours worked. Intake will include a disability intake for cases involving the employees own serious health condition.

The leave specialist will then review:

- Employee’s reason for requesting the leave (qualifying event)
- Type of leave requested (FMLA continuous, reduced schedule or intermittent; jury/witness duty, military, bereavement or other company leave)
- Anticipated leave dates while verifying key contact information and confirming preferred method(s) of ongoing communication.

During the initial conversation, the leave specialist will also educate the employee on the overall process, answer questions, and describe next steps.

**Within Two Business Days:** The leave specialist will send out a written leave packet which includes a notification of the employee's rights or specific policy provision(s) outlining the details relevant to the leave event, and confirm key information (e.g. leave type, eligibility status, medical certification due dates). The packet is mailed or emailed, or both, depending upon the employee's preference. With employee authorization in place, the specialist will also fax the medical certification to the healthcare provider (if applicable) and notify City of Fairhope of the employee's claim.

**Within 15 Calendar Days:** Depending on City of Fairhope's program design, employees may be required to provide a completed medical certification form within 15 calendar days. The health care provider must state a reason for the leave and the start and end dates for the proposed leave for us to certify the leave. Medical certification for FMLA and disability are performed jointly.

Employees receive a notification two days before the due date if the medical certification has not been received or if the health care provider's information is not available for direct outreach. Employees are notified when the completed form is received.

After our leave specialist receives the medical certification from the health care provider, he or she will review it for accuracy and completeness. Leave specialists will proactively call the treating physician for clarification if the form is incomplete or incorrect and will work to resolve any issues associated with the medical certification paperwork.

Once the medical certification is complete, the leave specialist will notify the employee in writing of the exact dates during which they will be protected.

Our leave specialists are trained to determine if the qualifying event meets federal and/or state criteria as well as employer-specific policies. They will work closely with the employee, City of Fairhope and the health care provider to ensure that all necessary documentation is complete, accurate and clear to the employee and City of Fairhope.

When required, leave specialists will communicate a denial in writing to the employee—including the reason for the denial and a Frequently Asked Questions (FAQ) document that explains possible reasons for the denial. The FAQ offers suggestions for following up with their health care provider, employer, etc.

All correspondence is provided to designated HR contacts and will include all data on FML and disability. The leave specialist will also notify HR if the employee's leave qualifies for ADA review.

For jury/witness duty, a court summons may be required to verify the approved absence. For employer-specific military leave and other types of leaves, specific documentation, such as military orders or similar medical certification, may be required to comply with City of Fairhope's policies.

**During Leave:** Throughout each leave, our leave specialists review and compare time approved and/or frequency with the initial certification. They also monitor for leave exhaustion and notify employees as they near the end of their leave. The leave specialist will also notify HR contacts if the exhausted or extended leave qualifies for ADA review.

Employees and City of Fairhope's designated HR contacts can adjust return to work dates and other information online, via mobile app or by telephone. Employer reporting allows designated HR contacts to view the status and anticipated durations for all employees on leave.

During employee leave, designated HR contacts will continue to update employee pay and benefits, review weekly status,



utilization and return to work reports and provide time and/or status updates, as needed.

**14 Days Prior to Return to Work:** We provide proactive, instant communication to employees via reminders before their leave ends; employers get updates in advance, in order to properly plan for the employee's return.

Since leave dates often change, we make it easy for employees to adjust their end date as well as confirm their intended return date by way of email, website, mobile app, or telephone. Employers like City of Fairhope can easily track return to work dates with a customized weekly return to work report. The report is pushed out to designated HR contacts and includes the status of all leaves ending within the following four weeks, including the confirmation status received by the employee.

**Return on Investment**  
FMLASource not only eases the burden on HR by eliminating a number of stressful, time-consuming tasks, but reduces leave related absences and minimizes legal risk, resulting in a significant return on investment.

The return to work process includes the following steps:

- At time of leave approval: The employee receives a decision packet with leave dates, instructions, and any forms (return to work forms, fitness for duty forms) needed prior to their return to work.
- Four weeks before the employee's return to work date: The employer receives return to work reporting that shows all employees who are within four weeks of their planned return to work date and all employees who have less than two weeks left, along with their return to work confirmation status.
- Two weeks before the employee's return to work date: The employee receives a reminder email and instructions about their return to work process and replies with their status.
- One week and one day before the employee's return to work date: If the employee has not replied to their outreach reminders, we will make additional outreach efforts. The employer's reporting will indicate who has extended their leave, confirmed their return, or has not followed up.
- Back at work: The employee is back at work and the employer is prepared and ready for their smooth return.

We will work with City of Fairhope during program implementation to clearly outline and customize existing return-to-work protocols.

### Reducing the Cost of Unplanned Absences

While it is critical for our services to provide a seamless and easy process for employees, we also understand that unplanned intermittent use (and abuse) is one of the most frustrating issues for employers regarding leaves of absence.

We will work closely with City of Fairhope during program implementation to understand the company's culture, preferences for managing intermittent leave abuse, and identify the best way to collaboratively reduce the identified areas of abuse.

The account manager assigned to City of Fairhope's account will regularly review and analyze reporting that identifies potential abuse, such as an employee who regularly misses work on Mondays or Fridays, then share an executive summary of these findings. We take specific action based upon that review, such as flagging the employee for future scrutiny and targeting recertification with questions related to the nature of the suspicion. We share examples of choices that other customers in similar situations have made, including the basis for those decisions.

As a result, potential abuse situations are identified systematically and reviewed individually. City of Fairhope will control the level of scrutiny and the actions taken to challenge suspicious intermittent leaves and we will execute on the administrative functions accordingly. This level of analysis has created a significant reduction in unplanned intermittent use and unapproved leaves in general and has allowed clients, like City of Fairhope, to achieve savings by keeping employees at work.

**Case Example: Health Care Company**

A health care facility with 2,500 employees was experiencing an inordinate amount of intermittent leave, which can be especially disruptive in health care staffing. Total hours of FMLA absences also were a problem, and administration of FMLA had become costly. By tightening FMLA processes and requiring more consistent documentation of leave from employees and medical providers, we reduced the amount of intermittent leave from 61 percent to 38 percent.

**Case Example: Health Insurance Company**

For a large health insurance company, the cost of FMLA absences along with administration and compliance related to the Act was time consuming and expensive. The company's staff was overwhelmed with tracking and paperwork associated with FMLA, and the number of staff making FMLA decisions left the organization vulnerable to inconsistency and litigation. By implementing our program, the staff was able to rely on the program's attorneys, leave experts and operations to review and manage leave requests.

**Case Example: Higher Education**

An institution of higher education with 6,000 employees was experiencing a high volume of intermittent FMLA usage, which was disrupting productivity. By thoroughly reviewing all leave requests and identifying recurring absences, FMLASource was able to reduce the percentage of approved leaves from 100 percent to 69 percent.

## Professional Leave Management Experts

Satisfaction with our services greatly depends on our interaction with employees, managers, and HR. We hire only professionals who fit our culture of passion and dedication, believe in our services and are excited to deliver our services.

Our multi-disciplinary staff includes HR and Benefit specialists, attorneys, account managers, implementation experts, and clinical staff who have a minimum of a bachelor’s degree in HR or a related field, expertise in leave administration and relevant experience. Our management team is led by industry experts with decades of experience in the areas of law, compliance, benefits, HR, claims, business and operations.

Team	Qualifications
Account managers	Designated day-to-day, single point of contact for managers and HR <ul style="list-style-type: none"> <li>• Minimum of a bachelor's or JD degree</li> <li>• Experience building and maintaining customer relationships</li> <li>• Experience in benefits administration or HR</li> <li>• In-depth knowledge of FMLA compliance</li> </ul>
Leave specialists	Assist employees from point of intake and throughout leave process <ul style="list-style-type: none"> <li>• Minimum of a bachelor's degree</li> <li>• At least three years' professional experience</li> <li>• Experience in the insurance, benefits, healthcare, human resources-related services or legal industry</li> <li>• Experience working with employee benefits and/or leave administration</li> </ul>
Claims experts	Process complicated medical certifications, track leaves, handle correspondence <ul style="list-style-type: none"> <li>• Minimum of a bachelor's degree in HR or related field</li> <li>• In depth knowledge of FMLA and leave administration</li> <li>• Previous administrative experience</li> </ul>
Claims specialists	Process medical certifications, track leaves, handle correspondence <ul style="list-style-type: none"> <li>• Minimum of a bachelor's degree in HR or related field</li> <li>• Previous administrative experience</li> </ul>
Claims processors	Assist with the medical certification process <ul style="list-style-type: none"> <li>• Administrative experience required</li> <li>• Previous claims experience</li> </ul>
Claims auditors	Monitor production and implementation processes and develop improvement plans <ul style="list-style-type: none"> <li>• Minimum of a bachelor's degree</li> <li>• Comprehensive knowledge of FMLA and state leave laws</li> <li>• Demonstrated mastery of in-house claims process</li> </ul>

### Clinical Staff

Our clinical resources are comprised of trained medical professionals who are available to review and consult on complex cases when necessary. The clinical and nursing staff is led by our Clinical Director, Dr. Ewa Antonowicz and GuidanceResources Unit Leader, Fonda Phillips, RN.

Rather than challenging medical diagnosis through clinical resources, our model is based on Medical Disability Advisor (MDA) guidelines, strict application of federal, state and employer policy, and identification of changes in patterns and frequency of leaves.

## Legal Staff

Our on-staff legal specialists hold a Juris Doctor degree, have passed the bar examination and have a current license to practice law.

The legal team participates in weekly and monthly meetings to review recent court rulings, congressional activity, state and federal regulations, policies and procedures and audit results. They also participate in quarterly seminars provided by outside legal counsel and monitor changing legislation and relevant court rulings. To ensure they remain up-to-date, the team monitors FMLA and court reporting services and analyzes guidance from the DOL, state enforcement agencies and legislative bodies regarding changes to existing laws and the introduction of new laws. Our staff then educates our customers' on an ongoing basis about any state/federal legislation or court cases that impact FMLA.

## Management Team Consists of Legal and Industry Experts

Our management team consists of experienced and accomplished legal, operational, and HR management veterans:

### **James M. Brown, JD, MBA, senior vice president, FMLASource**

Jim ensures that the HR departments of customers like City of Fairhope receive high-quality service. He will help customers strategically minimize the cost and frequency of absences related to FMLA and other types of leave.

A veteran of the health care industry, he has 25 years of experience in implementing products and services. Jim is a nationally known expert on FMLA law and management of related absences and has worked closely with our largest clients to provide consultation on their absence management programs.

Jim holds Juris Doctor and Master of Business Administration degrees from the University of Iowa and a Bachelor of Arts degree in business administration from Grandview College. He earned a chartered life underwriters designation in 2000 and a chartered property and casualty underwriters designation in 1990.

### **Matthew L. Morris, JD, vice president, FMLASource**

Matt develops and leads compliance strategy and design for leave of absence administration. He has 13 years of experience developing legal compliance methodology.

Previously, Matt served as Senior Counsel and Compliance Leader for Aon Hewitt. He is a nationally recognized expert and frequent speaker on FMLA for such organizations as Disability Management Employer Coalition and National Business Group on Health.

Matt holds a Juris Doctor from the University of Michigan Law School and a Bachelor of Arts degree from Miami University.

### **Sara Galle, manager, FMLA account services**

As manager of FMLA account services, Sara leads our team of account managers and implementation experts to ensure program quality, excellent customer service and smooth program implementation and administration. Sara implements strategic initiatives to coach account managers and implementation experts to better understand our customers' business, human capital and leave administration needs. She provides support and coaching while also working alongside the team members to address any customer needs or concerns throughout implementation and beyond. She also works closely

with senior management to ensure that our account management services remain the best in the industry.

Sara holds Bachelor of Arts and Master of Arts degrees in Communications from Michigan State University.

## Program Management

We know that in order for our solution to be successful, City of Fairhope's HR staff needs to be successful. Therefore, our processes assist HR staff members through a partnership by providing:

- Designated account management
- Compliance with FMLA and ADA regulations
- Real-time reporting
- Interactive program training and consultation
- Overall absence cost reduction

## Expert Account Management

City of Fairhope will have an account manager assigned to work with its team on an ongoing basis. The account manager is responsible for assisting HR with administration and enforcement of leave policies. Account managers provide a day-to-day, single point of contact for managers and HR that provide leave consultations, gather company-specific leave information and policies, and generate and analyze program reports.

Account managers also:

- Monitor the program for complex and unusual situations and provide suggestions for program optimization.
- Analyze leave usage reports for anomalies.
- Generate and analyze program reports
- Bring in other experts—such as IT and legal staff—as needed for issue resolution to include consultation on complex cases that require careful analysis. Our expert staff is available to provide consultation to City of Fairhope's HR and management to help avoid inappropriate decisions and learn about recent court decisions.
- Consult with HR staff on challenging cases by comparing them with other customers and similar cases we have administered.

Our account managers are expert, consultative resources who come from a variety of backgrounds (e.g. lawyers, consultants, HR managers) and have experience in the insurance, benefits, healthcare, human resources or legal industry.

## Easy Access to Information and Comprehensive, Timely Reporting

We ensure that City of Fairhope's HR team is provided the information it needs to oversee the program. First, we provide HR with copies of all employee correspondence at the same time (and sometimes before) the employee receives them. Our notification protocol is both dynamic and flexible. City of Fairhope can customize which letters they want to see and who should receive copies.

Second, we provide a comprehensive absence reporting package of weekly reports (at-a-glance views of activity that week), and monthly reports (overall results, trends and benchmarking). Designated HR staff can at any time run reports or request additional reports using our website, [www.FMLASource.com](http://www.FMLASource.com), or mobile app. We can also provide customized reports upon request.

On a regular basis, we will provide City of Fairhope with the following, standard reports:

- **Weekly Leave Report** lists each employee on leave and includes new requests, new decisions, and associated start and planned end dates; HR managers rely on this report for payroll reconciliation along with coordinating vacation and sick time.
- **Weekly Usage Report** aggregates statistics for the various leave types (e.g. birth of a child, family illness, etc.),

and summarizes the amount of time taken as continuous, intermittent or reduced-schedule leave.

- **Quarterly Utilization and Benchmark Reporting** is organized by manager/supervisor and business unit and provides details regarding employee leave, including a leave decision summary, hour summaries, and leave decision breakouts by leave frequency and leave reason. This report can be delivered on a monthly or quarterly basis and helps managers and supervisors better plan staffing levels.
- **Return to Work notification reporting** provides details regarding each employee leave; at a glance, a manager/supervisor can see the start and planned end dates for each employee on leave

In addition, we can provide custom reports and make a number of reports available on FMLASource.com, including Frequency of Absence Reports, Employee Tracking Reports, All Active Leave Reports, Closed Leave Reports, Late Intermittent Leave Time Reports and Leave Exhaustion Reports. HR contacts may also use FMLASource.com to track the status of individual employee leaves, which are reconciled in real time with our telephone time-reporting system. We have included sample reports in the appendix.

## Interactive Training

We work closely with each customer to ensure that HR and management staff are taught to identify qualifying situations. Our training sessions, delivered in a variety of formats, encourage open communication and allow City of Fairhope to learn how to administer leaves consistently.

Initial training covers the following:

- Applying fair and equal treatment practices
- Identifying qualifying events
- Determining employee eligibility for both FMLA and STD
- Understanding medical certification requirements
- Tracking absences
- Documenting compliance with differing state and federal requirements
- Overseeing the return to work process
- Explaining the contact points that employees and managers can expect throughout the leave

Following initial training, we will also conduct ongoing review sessions, in which we will educate new managers/supervisors on FMLA and brief all HR professionals and management on updates to the law.

## ADA Services for City of Fairhope

We offer a comprehensive solution to address ADA leave administration that is seamlessly integrated with FMLA administration while meeting the requirements of the EEOC. Combining FMLA and ADA administration enables employers to comply with leave of absence requests covered under the FMLA and the ADA, administering each law in accordance with its individual regulatory requirements.

ADA leave administration services include:

- Clear, documented process for following EEOC and ADA requirements
- Secure recording and tracking of all employee requests and individual leaves
- Utilization reports of employees on leave, frequency of leaves and status updates
- Complete, timely, accurate and tailored correspondence
- Gathering and reviewing medical certification paperwork substantiating a request for a reasonable accommodation
- Proactively identifying absences that may require ADA analysis
- Obtaining details of the ADA leave need
- Assisting employees and their health care providers to correctly complete the medical certification paperwork
- Establishing criteria for making decisions

ADA leave administration services help employers like City of Fairhope complete a well-reasoned and individualized ADA analysis, as required by law. Our collaborative, guided process by ADA leave experts reduces risk and ensures consistent, individualized review of leave requests in accordance with the regulations. ADA leaves are administered and tracked by our specialists, relieving the administrative burden on HR and management. All services are available through the City of Fairhope-dedicated toll-free number and via FMLASource.com.

Potential ADA leaves are identified through the FMLA intake process. Leave specialists gather the current medical certification, including any supporting information from a disability or workers' compensation partner. The request is reviewed to determine if the current documentation supports a disabling condition under the ADA. If further documentation is needed, we will send an ADA medical certification form to the employee and review it for sufficiency once it has been returned.

When an ADA analysis is needed, we will send a packet to the designated ADA contact containing all available employee information (e.g., last day worked, total leave approved, additional leave requested, STD and FMLA certification supporting information) and schedule a call with our ADA coach.

To prepare you to engage in the individualized, interactive process required by the ADA, our ADA coach will guide you through all relevant ADA standards and considerations (e.g. identifying essential versus marginal functions, reasonable accommodations versus undue hardships, etc.), providing insight on different subjective standards within the law, including EEOC and other guidance. ADA coaches have a juris doctor degree and experience with ADA compliance.

Finally, once you have made a leave decision, we send the applicable letters to the employee, notifying them of leave approval or denial; track time under the unique plan; and generate reports on ADA usage.



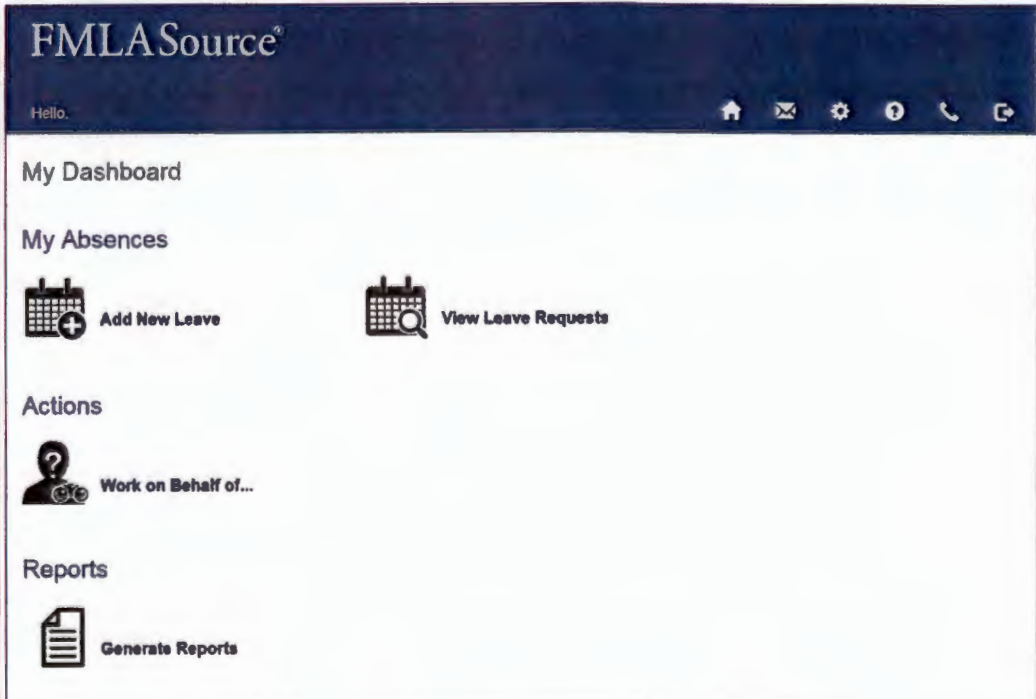
## Online Tools & Resources

### Convenient, Online Access to Information

FMLASource.com offers around-the-clock access to leave tracking and other frequently requested information. The site provides an easy and convenient way to request, track and manage family and medical leaves.

Our robust web site has tools and information that are designed to help both employees, managers and HR staff with submitting, tracking and managing leaves in an easy-to-navigate format.

Upon logging into FMLASource.com, both employees and HR staff are presented with a dashboard that highlights leave activity and information, while also displaying any action needed by the employee or HR staff member.

<p><b>Website Highlights</b></p> <ul style="list-style-type: none"> <li>• Easy-to-navigate dashboard</li> <li>• Employees can open new leaves, track time or adjust current leaves</li> <li>• HR can “work on behalf of” employees, review letters sent, check usage and generate reports</li> <li>• Dashboard highlights action items for employees and summary status</li> <li>• FAQ help employees through process</li> </ul>	
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Highlights of our online offering include an easy-to-navigate dashboard that presents action items for employees and summary status. The site also provides helpful FAQs and the ability for both employees and HR to perform leave administration tasks, such as opening new claims, adjusting current leave information and generating activity reports.

Specifically, employees can:

- Open a new leave request
- Check eligibility for leave
- Download medical certifications and copies of all letters and related attachments
- Check the status of a leave request
- Keep track of leave time
- Learn about federal FMLA regulations
- Update their own leave information, including reporting intermittent leave time or updating return to work date

Designated HR staff and managers can:

- Work on behalf of employees (e.g. open a leave request or report time)
- Track requests
- Confirm eligibility
- Check compliance
- Verify medical certification was received
- Download copies of letters and related correspondence
- Stay current on federal FMLA regulations
- Manage and update return to work activity

### **FMLASource Mobile App**

The FMLASource.com mobile presence is comprised of a mobile application and mobile website that allows employees and HR staff to track leave and check the status of a claim, among other things. The mobile site enables smart phone users to access a subset of the most critical features of the full FMLASource.com website.

All users of the mobile site, including employees and designated HR staff/managers, can:

- Open a new leave request
- View leave request details and decisions
- Update current leaves
- Find answers to frequently asked questions about FMLA regulations
- Contact FMLASource

In addition, HR staff and managers can:

- Perform leave tasks, such as updating current leaves, on behalf of any employee
- View previous leave information for a specific employee
- Generate leave reports

## Streamlined Program Implementation

We pride ourselves on our consultative and fully managed implementations that ensure that our customers' programs begin on the "go live" date. We make the implementation process as easy as possible for our customers.

### Implementation Team

We will designate an implementation team to support the account manager and City of Fairhope throughout implementation. The team consists of an implementation expert and select members of our IT staff. They will make sure that required documentation is completed; all historical and future file feed specifications within the database are tested and loaded without delay; and training is managed efficiently.

Each program implementation is led by an experienced implementation expert who will work closely with City of Fairhope's designated program stakeholders to perform the following:

- Define implementation tasks, associated timelines, task responsibilities and project schedules
- Detail and confirm services and processes for current and future leave participants
- Review current leave administration processes and identify areas for improvement
- Use federal and state regulations to determine eligibility rules and company-specific leave policies
- Use established goals to outline current policies
- Review and customize leave letters, medical certification forms and other correspondence to reflect company policies on both FMLA and STD
- Identify and establish opportunities for coordination with other benefits (e.g. EAP, worker's compensation, disability)
- Develop file layouts for eligibility and historical data and conduct detailed testing of data transmissions (including discussion of historical file data transition with current leave administration vendor, if applicable)
- Create a customized reporting structure (e.g. location, manager level) to support tracking needs

The implementation expert will provide City of Fairhope with information and guidance on leave compliance and will investigate and resolve any concerns or questions during the implementation process. Additionally, the implementation expert will develop a business and communication plan with HR to successfully promote our services.

Our implementation experts have experience in account and project management related to leave administration, benefits, or human resources-related services and a bachelor's degree in HR or a related field.

Key members from our IT staff are essential in successfully implementing the program. We leverage their data expertise and skills to test and load eligibility and historical data files from our customers.

To provide continuity of decisions and the appropriate calculation of remaining entitlement, we encourage the submission of a historical leave activity file containing the previous 12 months of leave history in order to administer takeover of existing leaves. For employees currently on leave, we will request that they recertify their leaves as they come due, using our documentation and paperwork. With this data, we can track all leave time taken and ensure that each leave is appropriate under the law. There is no additional charge for this service.

Our database administrators ensure that all data is loaded correctly and accessible to our leave administration staff. Our business system analysts ensure that the loaded data aligns with our proprietary leave administration system, the FMLASource Platform (FSP). Our implementation experts and IT staff work closely to provide a smooth implementation.

A typical program implementation includes developing a pre-established schedule of weekly meetings with designated HR

and IT staff, as well as initial training for HR staff and managers.

As experts in implementing and managing absence management and ADA services, the implementation team will ensure that City of Fairhope's program begins successfully.

## Delivering High-Quality Services

We continuously strive for process improvements that result in greater service delivery and customer satisfaction with our leave administration services. Based on our corporate mission to always meet and exceed our customers' expectations, our comprehensive quality management processes ensure that all touch points with our customers—both at the employee, manager, and HR staff levels—provide the assistance and resolution they expect during difficult, stressful times.

Our quality management processes also aim to remove any barriers, such as inappropriate denials of legitimate claims or delays in approval, which can hinder the leave administration process for both employees and employers.

We consistently monitor our processes to achieve the best possible results for our customers and their employees. Through formal processes, we measure and analyze results, improve metrics and monitor our ongoing performance.

## Quality Management Enhances Customer Experience

The ultimate goal of our quality assurance and management practices is to enhance both employees' and HR staffs' experience with our services. Benefits of our quality management efforts include:

- Prevention of denials of legitimate leave claims due to incomplete or incorrectly submitted paperwork.
- A seamless customer experience.
- Minimum response and resolution time whenever there is an expectation of turn-around time, such as returning calls and processing leave paperwork expeditiously.
- Proactive communications and interactions with HR staff, employees, and medical professionals to eliminate delays in processing leave requests.

## Internal Audit Processes Improve Staff Performance

To ensure that we are consistently improving upon our customer service quality and enhancing the customer experience, we conduct thorough internal audits on all aspects of our service delivery. Continuous staff improvement is a cornerstone of our quality management approach, and we are always striving to provide the highest quality of service possible.

We train our staff to focus on customer satisfaction by:

- Giving our staff weekly scorecards that provide valuable feedback for performance enhancement and management.
- Coaching our staff members on an individual basis, focusing on their specific areas for improvement.
- Recording and reviewing phone calls with staff members to ensure that a professional, empathetic and conversational tone is employed in all calls.

## Quality Management Examples

Examples of our quality assurance efforts include:

### Improved Response Times for Incoming Calls and Voicemails

Our call center fielded many calls from employees who wanted to confirm if we had received their voicemails or documentation. In the past year, we reduced the number of such inquiry calls by developing an automated system that calls the employee and confirms that we have received a call or fax sent to us.

### Expedited Medical Certification Process

Analyzing the patterns of our leave denials, we discovered that many denials were due to some omission or error in the

medical certification paperwork submitted by the treating physician. To rectify this, we redesigned and simplified our medical certification forms so they would be easier to complete. In cases where we have not received medical certification, we proactively reach out to the physician to clarify any points that may be confusing or unclear. These efforts have resulted in our six percent denial rate dropping to less than one percent.

**Exceeding our Own High Quality Standards**

We regularly exceed our own standards for high quality services. For example, although our internal quality standard for returning calls and resolving customer issues is 48 hours, we consistently resolve issues and respond to employee and employer inquiries within 24 hours.

## Reliable & Secure Technology Infrastructure

When City of Fairhope employees and management need our program, they can rely on our stable technology infrastructure and availability 24 hours a day, seven days a week. We maintain the industry standard of 99.5 percent uptime, supported by a redundant network and a fully operational data center in diverse geographic locations to ensure that our services are available, even during crises.

Because we store highly confidential employee and employer information in our system, we maintain security through the following measures:

- State-of-the-art firewall
- Virus-scanning software, including two gateways for emails
- Two levels of facility security

To ensure continued access to data during an interruption, we back up data nightly. Our disaster recovery plan will ensure that our data network, telephony and databases are always available to serve City of Fairhope's employees.

Our provisions for data security include:

- Employing and maintaining firewall configurations with IPS installed and monitored
- No usage of default and shared passwords or security parameters
- Encrypting all data that is sent across open public networks (email, EDI or file transmission)
- Employing and updating anti-virus software on a daily basis
- Maintaining secure systems and applications pursuant to our Information Security Policy and Application Security Policy
- Restricting all application and data access on a need-to-know and function of role and responsibility basis
- Employing unique and strong user IDs and passwords for each person with computer access
- Strictly enforcing physical access to data via approved limited key card access to our tightly controlled/guarded (CCTV, alarmed door, true floor to ceiling walled, windowless) data center
- Approving employees for their access and authority level by department head sign-off. We then apply authentication within our application. All updates logged and monitored. Database access is locked down to within application transactions.
- Requiring all employees to electronically sign off that they read and acknowledge our Data Confidentiality and Privacy Policy annually

## Pricing for City of Fairhope

The following pricing is offered on a per-employee-per-month basis based on City of Fairhope’s 445 employees.

	Rate
Leave management services (Federal FMLA, USERRA, jury/witness duty and state family leave tracking and management, including FMLASource.com)	\$1.75 per employee per month
ADA Leave Administration	\$1.12 per employee per month
Optional non-FMLA leave tracking e.g., bereavement, personal leave of absence, paid medical leave, or other company leaves	Additional \$0.06 per employee per month *per leave type tracked*
Take Over and Historical Data Processing	Included – no additional cost
Implementation Fee	Waived

With a guaranteed contract, FMLASource will offer up to a five-year guaranteed rate.

### FMLASource Program Services

#### Leave Administration Services

- Administer previous 12 months of leave history (if data is provided electronically)
- Notify employees of their employer’s FMLA and STD policies
- Verify eligibility requirements
- Facilitate certification and STD processes
- Send correspondence for approvals and denials to employees
- Track and record all employee requests and individual leaves
- Document each occurrence completely
- Coordinate complex cases that combine multiple benefit areas
- Comprehensive, proactive return-to-work notifications
- Designated account manager and implementation team
- Easy to understand, automatic and on-demand reporting
- Accessible via web and mobile app
- Provide program utilization reports detailing employees on leave, frequency of leave and their qualifying events

#### Leave Consultation Services

- Provide access to leave specialists through the dedicated toll-free number and online portal
- Perform FMLA and STD intake through intake specialist
- Provide training for HR staff and managers/supervisors
- Support the development of City of Fairhope’s policies and procedures
- Guide HR managers and other managers on individual leave cases
- Inform managers on the legal and financial implications of leave decisions
- Update managers on the latest state and federal regulations



### ADA Administration and Tracking

- Identification of FMLA leaves that may require an ADA analysis
- Expert guidance on the interactive process and all relevant ADA standards and considerations for a compliant leave determination
- Claims and administrative processes and tools integrated with FMLA

In-person training sessions are available for \$150/hour plus approved travel expenses, if needed.

## Why FMLASource?

FMLASource offers a convenient alternative to internally administering employee leave that greatly reduces an organization's costs and liability risk. We provide guidance on regulations and employee eligibility, handle the administrative tasks, coordinate benefits on behalf of the employer, and train and consult with employers on how best to apply all applicable regulations and policies.

The outcome is fair, accurate and consistent leave administration that offers compliance, ease of administration, and a reduction of costs associated with unplanned leave.

Working as an extension of our customers' HR teams, our experts provide guidance on individual cases, coordinate complex cases that combine multiple benefit areas, and oversee the return-to-work process when employees complete their leave. In addition, ADA leave administration is seamlessly integrated with our leave services.

HR managers are kept up-to-date throughout the process through weekly reporting and frequent communications with their designated account managers. HR managers are also able to review FMLA activity online at FMLASource.com at any time.

As a result, City of Fairhope will have a clear and complete picture of employees on leave, from their qualifying events to their anticipated return to work.

We look forward to discussing City of Fairhope's leave administration process in greater detail, and developing a program that meets and exceeds needs and expectations.



## CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Kim Creech

Date: 8/31/2023

Department: Treasury

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>American United Life Insurance Company</u>	\$ <u>\$15,646.20</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? FMLA Leave Service
2. What is the total cost of the item or service? \$15,646.20
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): American United Life Insurance/FMLA Source
6. Vendor Number: 6421

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? \$15,646.00
3. Budget code: 001170-50290 Professional Services

*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,** That the City of Fairhope approves the selection of PFM Financial Advisors LLC for Professional Consulting Services as Financial Advisor to develop a Finance Plan with a not-to-exceed amount of \$15,000.00; and hereby authorizes Mayor Sherry Sullivan to execute contract. This professional service is exempt from formal bidding per Code of Alabama 1975, Section 41-16-51 (a)(3).

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 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 to development a finance plan *LSJ*

Project Location: Treasury

Presented to City Council: 9/11/2023 Resolution # : \_\_\_\_\_ Approved \_\_\_\_\_

Funding Request Sponsor: Kim Creech, Treasurer Changed \_\_\_\_\_ Rejected \_\_\_\_\_

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

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  Marina-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

Project Budgeted: \$ 15,000.00 (Included in DRAFT FY2024 Budget)  
 Balance Sheet Item- Included in projected cash flow

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

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

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

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

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 \$15,000. The vendor presented options for financial consulting services to the City Council during the August 14, 2023, Council Work Session. Authorize Mayor to execute contract.

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* *Kim Creech* *Sherry Sullivan*  
 Suzanne Doughty Kim Creech Mayor Sherry Sullivan



**DRAFT**

September \_\_, 2023

Kimberly Creech  
City Treasurer  
City of Fairhope, AL  
161 North Section Street  
Fairhope, AL 36532

**pfm**

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116 Jefferson St S  
Suite 301  
Huntsville, AL 35801  
**pfm.com**

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Dear Kim:

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“PFM”) will act as financial advisor to the City of Fairhope, AL (the “City”). PFM will provide, upon request of the City, 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 Engagement Letter. Most tasks requested by City 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.

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 City 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 City.

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 City prior to or together with this Engagement Letter.

PFM’s services will commence as soon as practicable after the execution of this Engagement Letter by the City and a request by the City for such service. 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 Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Engagement Letter shall be completed as agreed in writing in advance between the City and the PFM. Upon the request of City, an affiliate of PFM or a third party referred or otherwise introduced by PFM and/or designated by the City may agree to additional services to be provided under a separate writing, including separate scope and compensation, between City and such affiliate or third party.



For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. All fees shall be due to PFM within thirty (30) days of the date of invoice. In addition to fees for services, PFM will be reimbursed for necessary, reasonable 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 City, documentation of such expenses will be provided.

This Engagement Letter shall be effective from September \_\_, 2023 until August 31, 2023.

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

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

All notices and other communication required under this Engagement Letter will 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 addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the City. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the City copies of any and deliverables pertaining to this Engagement Letter.

The following employees of PFM will provide the services set forth in this Engagement Letter: Joshua McCoy, Marcie Lewis, Brooke Baldwin, Ricardo Callender, and Greta Englert. PFM may, from time to time, supplement or otherwise amend team members. The City has the right to request, for any reason, PFM to replace any member of the advisory staff. Should the City make such a request, PFM will promptly suggest a substitute for approval by the City.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by its willful misconduct, bad faith,



gross negligence or reckless disregard of obligations or duties under this Engagement Letter, PFM shall have no liability to any party under this Engagement Letter.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of City by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter. Nothing in this Engagement Letter 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 Engagement Letter 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.

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

This Engagement Letter represents the entire agreement between City 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 City and an affiliate of PFM or a third party referred or introduced by PFM and/or designated by the City shall not in any way be deemed an amendment or modification of this Engagement Letter. The invalidity in whole or in part of any provision of this Engagement Letter shall not void or affect the validity of any other provision.

Please have an authorized official of the City sign a copy of this Engagement Letter and return it to us to acknowledge the terms of this engagement. This Engagement Letter may be signed in any number or counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document. Sincerely,

**PFM FINANCIAL ADVISORS LLC**

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

Joshua McCoy

Managing Director





**Accepted by:**

**CITY OF FAIRHOPE, AL**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

1. Services related to the Plan of Finance recommendation for the City's upcoming water projects:
2. Coordinate with City to determine financing goals and objectives and risk tolerance (i.e. fixed vs. variable),
3. Coordinate with bond counsel to review current bond indenture to evaluate existing bond covenants and provisions and identify allowable financing structures,
4. Analyze current and pro-forma debt capacity,
5. Evaluate the City's 5-year multi-year financial forecasts and identified funding sources to analyze and evaluate various financing options including:
  - a. Pay-as-you-go vs. debt financings structures,
  - b. Short-term (i.e. LOC or put bonds) vs. long-term financing options,
  - c. Recommend approach to accessing capital markets (i.e. bank loan options vs. public markets),
  - d. Recommend method of sale (competitive vs. negotiated sale options),
  - e. Variable vs. fixed rate funding options,
  - f. Senior vs. sub-lien indenture considerations,
  - g. Other alternative financing options (i.e. SRF or WIFIA),
  - h. Multi-tranche financing options vs. financing all at once,
6. Present identified financing options to City along with comparison of estimated financing cost, fees, rates and risk comparisons along with recommended plan of finance.



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

**1. Plan of Finance Recommendation Project**

For development of a plan of finance recommendation, a one-time fee of \$15,000 will be billed upon completion and delivery of the final product.



**EXHIBIT C**

**Insurance Statement**

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains professional liability and fidelity bond coverages which total \$5 million and \$5 million single loss/ \$10 million aggregate, respectively. PFM also carries a \$5 million cyber liability policy.

Our Professional Liability policy is a “claims made” policy and our General Liability policy claims would be made by occurrence.

**Deductibles/SIR:**

Automobile \$100 comprehensive & \$1,000 collision

Cyber Liability \$100,000

General Liability \$0

Professional Liability (E&O) \$200,000

Financial Institution Bond \$50,000

**Insurance Company & AM Best Rating**

Professional Liability (E&O) .....Lloyds of London; (A; Stable)

..... AXIS Surplus Insurance Company; (A; Stable)

Financial Institution Bond ..... Berkley Regional Insurance Company; (A+; Stable)

Cyber Liability .....Greenwich Insurance Company (A+; Stable)

General Liability..... Valley Forge Insurance Company; (A Stable)

Automobile Liability ..... Continental Insurance Company; (A Stable)

Excess /Umbrella Liability ..... Continental Insurance Company; (A Stable)

Workers Compensation..... Continental Insurance Company; (A Stable)  
& Employers Liability



# Fairhope, Alabama

## Plan of Finance Scope of Work

September 11, 2023

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PFM Financial Advisors LLC

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116 Jefferson Street South  
Suite 301  
Huntsville, AL 35801

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



## PFM Proposes to be a Value Added Partner by Providing:

- A detailed Plan of Finance that will include evaluation of short and long term financing options such as bank lines of credit, longer term bank loans, private placements, and/or public markets financing options given current market conditions
- In creating the analysis, PFM will review the City's goals and objectives, existing borrowing covenants, budgetary implications, and risk exposure considerations following the steps outlined on Slide 3 and further detailed in our proposed engagement letter
- PFM is a registered Municipal Advisory firm which means we have a federal fiduciary duty to our clients unlike an underwriter who is not required to act in the issuer's best interest and must balance their duty to both the issuer and the investor
- Top ranked financial advisory firm in both Alabama and the water and wastewater sector
- Transaction execution work (if engaged), would include fee credit toward Plan of finance work, and additional scope of services that include:
  - **Bank Placements:**
    - Coordination with bond counsel on RFP development
    - Leveraging bank network for broader RFP distribution
    - Coordination with selected bank on financing schedules and loan terms
  - **Public Sale:**
    - Coordination with credit rating agencies and preparation of rating presentations
    - If negotiated sale, assist with UW selection and fee negotiations and negotiation of final interest rates



## 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 for the Water/Sewer project working through the steps below:

Step	Workflow
Step 1	<ul style="list-style-type: none"> <li>• Evaluate existing borrowing covenants contained in existing bond documents and potential legal constraints (i.e. Additional Bond Tests requirements)</li> <li>• Evaluate future capital improvement plans to determine best uses of cash and/or debt to meet future needs</li> <li>• Evaluate debt and reserve policies to ensure debt structures are in compliance</li> <li>• Evaluate budgetary risks of financing structures that may impact cash flow, ability to service new debt and customer rates and charges</li> </ul>
Step 2	<ul style="list-style-type: none"> <li>• Evaluate short-term and long-term financing options to determine best structure for lowest cost of capital</li> <li>• Evaluate fixed vs variable rate borrowing structures</li> <li>• Evaluate bank loans vs. public market vs. federal funding (i.e. SRF) considerations</li> <li>• Evaluate City’s risk appetite, preferred ways to access capital</li> </ul>
Step 3	<ul style="list-style-type: none"> <li>• Evaluate market conditions and expectations of future rates to determine if it is better to pre-fund projects or finance them as expenditures are incurred via short-term financing, internal reserves or other sources</li> <li>• Evaluate expected costs of issuance of various borrowing structures vs cost/benefits of borrowing rates</li> <li>• Evaluate potential borrowing structures (i.e. funding capitalized interest)</li> </ul>
Step 4	<ul style="list-style-type: none"> <li>• Create a recommended Plan of Finance that would meet the goals of the City while being efficient and resulting in the lowest cost of capital for the Water/Sewer System’s upcoming projects</li> <li>• Work with City Treasurer to refine the Plan of Finance to meet any additional unidentified needs</li> <li>• Present Plan of Finance Recommendation to City Council</li> </ul>



## Role and Value of an Independent Municipal Advisor

- In its simplest terms, an Independent Municipal Financial Advisor (“Municipal Advisor” or “Financial Advisor”) represents the Issuer’s **best interest** throughout the entire process of any project or debt issuance.
  - ✓ Develop an optimal financing and debt-structuring plan (bond issue, bank loan etc.)
  - ✓ Recommend Method of sale (competitive, negotiated, hybrid, etc.)
  - ✓ Negotiations of interest rates, underwriting fees, and loan provisions
  - ✓ Ultimate recommendation whether to proceed based on current market conditions
  - ✓ Manage risks
  - ✓ Provide market insight and recommendations
  - ✓ Identify market opportunities and service restructuring opportunities
- Government Finance Officers Association (“GFOA”) recommends the use of a Municipal Advisor as part of their Best Practices for municipal bond issuers.
- Municipal Advisors and Underwriters are not mutually exclusive but instead compliment the services of one another.

Value of a Municipal Advisor
Quantify cost/benefit of various structuring considerations
<b>Has a fiduciary duty to deal honestly and act in the client’s best interest</b>
Acts as a liaison between all parties on a bond issue
Provides analysis and recommends the method of sale (public markets vs bank loan/competitive vs negotiated)
Recommends ways to minimize borrowing costs, rates, and risk
Ensures that the issuer is selling its bonds/notes at a fair market price

“An underwriter would violate Rule G-17 if it discouraged a state or local government from using a municipal advisor or otherwise imply that hiring an advisor would be redundant because the underwriter can provide the same advisory services.”

*-MSRB: What to Expect from your Underwriter (2017)*





## References

- ◆ 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 both our Alabama based and 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 with this and any other projects as requested
- ◆ Please see below contact information for references of communities within Alabama that have trusted PFM as their strategic partner

<b>City of Mobile</b>	<b>Gulf Shores Utilities Board</b>
Celia Sapp, Interim Finance Director 251-208-7803 sappc@cityofmobile.org	Rhonda Butler, General Manager 251-968-6323 x3336 gsurbutler@gmail.com
<b>Huntsville Utilities</b>	<b>City of Auburn</b>
Melissa Marty, Chief Financial Officer 256-535-1295 Melissa.marty@hsvutil.org	Allison Edge, Finance Director/Treasurer 334-501-7221 aedge@auburnalabama.org

**Thank you**



**pfm**



## What to Expect from Your Municipal Advisor

Many state and local governments and other municipal securities issuers choose to hire a municipal advisor. As a result of the Dodd-Frank Wall Street Reform and Consumer Protection Act, municipal entities are now protected by a set of rules established for municipal advisors by the Municipal Securities Rulemaking Board (MSRB). The MSRB's jurisdiction was expanded to include the regulation of municipal advisors that provide advice to municipal entities.

In addition to other rules, as of June 23, 2016, municipal advisors are required to follow certain standards of conduct when engaging with their municipal entity clients. The MSRB believes that these standards will empower municipal entities and obligated persons in their relationships with their municipal advisors. MSRB Rule G-42 on Duties of Non-Solicitor Municipal Advisors (Rule G-42) establishes standards of conduct for municipal advisors engaging in municipal advisory activities, other than municipal advisory solicitation activities.

[more >>](#)

This document provides only a brief overview of MSRB Rule G-42. Issuers should refer to the text of Rule G-42, MSRB Notice 2016-03 (January 13, 2016) and related materials on the MSRB's website for more information on the rule, other MSRB rules and rulemaking initiatives, and additional educational materials.



[Subscribe to issuer education and EMMA email updates from the MSRB.](#)

Rule G-42 also establishes requirements for many aspects of the relationship between you, as the client, and your municipal advisor by addressing the disclosure of conflicts of interest, documentation of the relationship, recommendations and conduct that is specifically prohibited. When a municipal advisor's client is a state or local government or another governmental entity to which the municipal advisor owes a duty of loyalty, Rule G-42 also prohibits the municipal advisor and its affiliates from engaging in certain principal transactions with the client. Municipal entities and conduit borrowers that choose to retain a municipal advisor should be aware of the protections provided under Rule G-42.

## Considerations

Rule G-42 establishes core standards of conduct for municipal advisors engaging in municipal advisory activities, with the exception of municipal advisory solicitation activities.

## Duty of Care

When performing municipal advisory activities for a municipal entity client or an obligated person client, a municipal advisor must act in accordance with a duty of care. For example, a municipal advisor acting with a duty of care must:

- Possess the degree of knowledge and expertise needed to provide a client informed advice;
- Make a reasonable inquiry as to the facts that are relevant to a client's determination as to whether to proceed with a course of action, such as the issuance of securities, or the timing and particular instruments to be used in the investment of bond proceeds;
- Make a reasonable inquiry as to the facts that form the basis for any advice the municipal advisor provides to a client, such as facts that a municipal advisor might obtain from an expert or consultant hired by the client to provide advice on a potential issuance of securities to be paid by a specified revenue stream; and
- Have a reasonable basis for any advice provided to a client.<sup>1</sup>

## Duty of Loyalty

A municipal advisor that advises a municipal entity regarding the issuance of municipal securities or municipal financial products is a fiduciary to its municipal entity client. As such, the municipal advisor is subject to a duty of loyalty. The duty of loyalty requires a municipal advisor to deal honestly and with the utmost good faith and act in the client's best interests without regard to the financial or other interests of the municipal advisor.

In addition, the municipal advisor may not engage in municipal advisory activities for or on behalf of a municipal entity client if the municipal advisor cannot manage or mitigate its conflicts of interest in a manner that will permit it to act in the municipal entity client's best interests.<sup>2</sup> A municipal entity or an obligated person client may agree with its municipal advisor to limit the scope of the municipal advisory activities the municipal advisor will perform, specifying the particular services or activities to be provided by the municipal advisor. However, a municipal advisor cannot alter the duties it owes to its clients under the duty of care, and if applicable, the duty of loyalty.<sup>3</sup>

Municipal advisors are also subject to other duties and obligations under state and federal laws, and other MSRB rules. For example, under state or other federal laws, your municipal advisor may be subject to fiduciary or other duties. Rule G-42 does not supersede such provisions. Under MSRB Rule G-17, a municipal advisor is subject to a duty of fair dealing and is prohibited in the conduct of its municipal advisory activities from engaging in any deceptive, dishonest or unfair practice.

## Disclosure of Conflicts of Interest and Other Information

Knowing that your municipal advisor is required to disclose material conflicts of interest to you is one of the most important protections you have in evaluating whether the municipal advisor is an appropriate advisor for you. Rule G-42 requires a municipal advisor to make full and fair disclosure, in writing, of all material conflicts of interest and all legal and disciplinary events that are material to a client's evaluation of a municipal advisor, including the integrity of its management and advisory personnel. The disclosures must be provided

to you by the municipal advisor prior to or upon engaging in municipal advisory activities for you or on your behalf.

Regarding conflicts of interest, a municipal advisor must disclose:

- Any affiliate of the municipal advisor that provides any advice, service or product to or on behalf of the client that is directly related to the municipal advisory activities to be performed by the disclosing municipal advisor;
- Any payments made by the municipal advisor, directly or indirectly, to obtain or retain an engagement to perform municipal advisory activities for the client;
- Any payments received by the municipal advisor from a third party to enlist the municipal advisor's recommendation to the client of its services, any municipal securities transaction or any municipal financial product;
- Any fee-splitting arrangements involving the municipal advisor and any provider of investments or services to the client;
- Any conflicts of interest arising from compensation for municipal advisory activities to be performed that is contingent on the size or closing of any transaction as to which the municipal advisor is providing advice; and
- Any other actual or potential conflicts of interest, which a municipal advisor is aware of after reasonable inquiry, that could reasonably be anticipated to impair the municipal advisor's ability to provide advice in accordance with the standards established by the rule.

If, after reasonable diligence, a municipal advisor determines that it has no known material conflicts of interest to disclose, the municipal advisor must notify the client of this determination in writing.

A municipal advisor must also disclose any legal or disciplinary event that is material to the client's evaluation of the municipal advisor or the integrity of its management or advisory personnel. Provisions in Rule G-42 facilitate the use of existing public records to make the disclosures regarding these legal and disciplinary events to you in a cost-effective manner.

Make sure your municipal advisor provides you the disclosures in writing and in a manner designed to make clear the subject matter of the disclosures and their implications. To further protect a municipal advisor's client, the disclosures must include an explanation of how the municipal advisor addresses, or intends to manage or mitigate, each conflict.<sup>4</sup>

### **Documentation of the Municipal Advisory Relationship**

Rule G-42 requires your municipal advisor to document its municipal advisory relationship with you in writing, and the documentation must be dated and delivered to you prior to, upon or promptly after you and your municipal advisor establish your municipal advisory relationship. This ensures that both you and the municipal advisor have clear expectations about the activities to be performed.

The documentation must include certain information and aspects of the relationship:

- The scope of municipal advisory activities to be performed;
- Disclosures of conflicts of interest and legal and disciplinary events of the same scope as described above in "Disclosure to You of Conflicts of Interest and Other Information;"
- A description of specific types of information regarding legal and disciplinary events requested by SEC Forms MA and MA-I, detailed information specifying where the client may electronically access the most recent SEC forms, the date of the last material change or addition to the legal and disciplinary events disclosures on the SEC forms, and a brief explanation of the materiality of the amended portion of the SEC form;
- Limitations, if any, on the scope of the engagement; and
- The date, triggering event or other means providing for the termination of the municipal advisory relationship.

Rule G-42 does not require that the relationship documentation be a formal contract. For example, if state law provides for the procurement of municipal advisory services in a manner that does not require written documentation that is sufficient to establish a formal contract, your municipal advisor may send you

a written document that references the procurement document and contains the terms and disclosures required by Rule G-42, to document its municipal advisory relationship with you.

After the relationship is documented, your municipal advisor must update the documentation to reflect any material changes or additions to the information (e.g., update to add a new material conflict of interest).<sup>5</sup>

## Inadvertent Advice

If a person inadvertently engages in municipal advisory activities for you or on your behalf but does not intend to continue to do so or to enter into a municipal advisory relationship with you, the person is still considered a municipal advisor. However, in the event a municipal advisor inadvertently provides advice, the municipal advisor may be relieved from the conflicts of interest disclosures and relationship documentation requirements if it promptly, after the discovery of the inadvertent advice, provides a document to the municipal entity or obligated person that is dated and includes certain information.

The document provided to the municipal entity or obligated person should include:

- A disclaimer that the municipal advisor did not intend to provide advice and that effective immediately, it has ceased engaging in municipal advisory activities in regard to all transactions and municipal financial products to which advice was inadvertently provided;
- A notification that such municipal entity or obligated person should be aware that the disclosure of material conflicts of interest and other information as required by Rule G-42(b) has not been provided;
- An identification of all the advice that was inadvertently provided, based on a reasonable investigation; and
- A request that the municipal entity or obligated person acknowledges receipt of the document.

A municipal advisor that satisfies these requirements regarding inadvertent advice is not required to provide disclosures of conflicts of interest and other information under Rule G-42(b) and relationship documentation under Rule G-42(c) to you, but it remains subject to all other provisions of the rule.<sup>6</sup>

## Evaluating Your Municipal Advisor's Recommendations

If making a recommendation to you, a municipal advisor must have a reasonable basis to believe that the recommendation is suitable for you, based on information obtained through the reasonable diligence of the municipal advisor. If a client requests a municipal advisor to review the recommendation of another person and the review is within the scope of the engagement, the municipal advisor must determine, based on the information obtained through the reasonable diligence of the municipal advisor, whether the municipal securities transaction or municipal financial product is, or is not, suitable for the client.

For both types of review, the municipal advisor must inform you, the client, of:

- The municipal advisor's evaluation of the material risks, potential benefits, structure and other characteristics of the recommended municipal securities transaction or municipal financial product;
- The basis upon which the municipal advisor reasonably believes the recommended transaction or product is suitable for the client;
- If reviewing recommendation made by another to the client, the basis upon which the municipal advisor reasonably believes the recommended transaction or product is or is not suitable for the client; and
- Whether the municipal advisor has investigated or considered other reasonably feasible alternatives that might also or alternatively serve its client's objectives.

Rule G-42 does not prescribe the method by which such information must be communicated to you. Your municipal advisor may choose how to do so, as long as the method of communication is consistent with the municipal advisor's obligation to act in accordance with the duty of care, and, if applicable, the duty of loyalty, the municipal advisor owes you.

In making a suitability determination, a municipal advisor must consider numerous factors that are applicable to you, and any other material information known by the municipal advisor about you and the municipal securities transaction or municipal financial product, after reasonable inquiry. The rule provides a non-exclusive list of factors that may be relevant

to your municipal advisor in making a suitability determination, including:

- Your financial situation, objectives, tax status, risk tolerance and liquidity needs;
- Your experience with municipal securities transactions or municipal financial products generally or of the type and complexity being recommended; and
- Your financial capacity to withstand changes in market conditions during the period the instrument is reasonably expected to be outstanding.<sup>7</sup>

A municipal advisor is required to “know the client,” which means it must use reasonable diligence to know and retain the essential factors concerning a client, including persons having authority to act on behalf of the client. The facts “essential” to “knowing a client” include those required to:

- Effectively service the municipal advisory relationship with the client;
- Act in accordance with any special directions from the client;
- Understand the authority of each person acting on behalf of the client; and
- Comply with applicable laws, regulations and rules.<sup>8</sup>

## Specifically Prohibited Activity

Rule G-42 specifically prohibits a municipal advisor from:

- Receiving excessive compensation;<sup>9</sup>
- Delivering inaccurate invoices for fees or expenses;
- Making false or misleading representations to you about the municipal advisor’s resources, capacity or knowledge;
- Participating in fee-splitting arrangements with an underwriter of the same transaction for which the municipal advisor is providing advice to you, and participating in any undisclosed fee-splitting arrangements with providers of investments or services to you, as the client of the municipal advisor; and
- Making payments for the purpose of obtaining or retaining an engagement to perform municipal advisory activities, with certain identified exceptions.

## Prohibited Principal Transactions

For municipal entities, a municipal advisor and any affiliate are prohibited from engaging in a principal transaction with the municipal entity that is the same or directly related to the issue of municipal securities or municipal financial product for which the municipal advisor is providing or has provided advice. An exception exists for certain fixed income securities transactions.

The specified ban on principal transactions applies only to principal transactions between a municipal advisor (or its affiliate) and a municipal entity client. The ban does not apply to principal transactions between a municipal advisor (or its affiliate) and an obligated person client, although in a transaction with an obligated person client, a municipal advisor must remain cognizant of, and comply with, for example, the broad duties of care and fair dealing that apply to all of a municipal advisor’s municipal advisory activities for an obligated person client.

“Principal transaction” includes sales or purchases of any security or entrance into any derivative, guaranteed investment contract or other similar financial product. Certain bank loans of \$1 million or more may be an “other similar financial product.”<sup>10</sup>

An exception exists for certain fixed income securities transactions executed in a principal capacity by a municipal advisor with its municipal entity client.<sup>11</sup>

The exception is subject to several conditions and limitations, which should be carefully reviewed (e.g., the exception does not apply to the affiliates of a municipal advisor and does not apply to transactions involving municipal escrow investments). Additional key terms, including the fixed income securities that may be purchased or sold using the exception are defined.<sup>12</sup>

The exception provides a municipal advisor with two options under which the municipal advisor is not specifically prohibited from engaging in fixed income securities principal transactions with a municipal entity client.

- The first option permits a municipal advisor to make the requisite disclosures on a transaction-by-transaction basis, while following a short set of procedural requirements.

- The second option allows the municipal advisor to make the requisite disclosures on an other than transaction-by-transaction basis, but the municipal advisor is subject to more procedural requirements, including a requirement to obtain prospective blanket written consent from the municipal entity client to execute such fixed income securities transactions as principal.

Although the exception removes certain principal transactions in fixed income securities from the specified prohibition in Rule G-42, the municipal advisor must remain cognizant of, and comply with, its broad fiduciary duty that applies to all of its conduct with a municipal entity client.

## Other Matters

Municipal advisors also may be subject to fiduciary or other duties under state or other laws. Rule G-42 does not supersede, for example, any more restrictive state or other federal law regarding fiduciaries.<sup>13</sup>

Rule G-42 applies to municipal advisors that advise sponsors or trustees of 529 college savings plans or similar plans or funds involving municipal fund securities.<sup>14</sup>

- <sup>1</sup> Rule G-42 includes Supplemental Material. Paragraph .01 of the Supplemental Material provides guidance regarding the duty of care.
- <sup>2</sup> Paragraph .02 of the Supplemental Material provides guidance regarding the duty of loyalty.
- <sup>3</sup> Paragraph .04 of the Supplemental Material contains additional information regarding limitations on the scope of a municipal advisory engagement.
- <sup>4</sup> Paragraph .05 of the Supplemental Material contains additional information regarding the obligations of a municipal advisor to disclose conflicts of interest.
- <sup>5</sup> Paragraph .06 of the Supplemental Material provides guidance regarding the requirement to supplement or amend the documentation of the relationship of a municipal advisor and its client.
- <sup>6</sup> Paragraph .07 of the Supplemental Material contains additional information regarding the requirements in connection with the provision of inadvertent advice.
- <sup>7</sup> Paragraph .09 of the Supplemental Material provides additional information regarding the making of a suitability determination.
- <sup>8</sup> Paragraph .10 of the Supplemental Material discusses the requirement to "Know Your Client."
- <sup>9</sup> Paragraph .11 of the Supplemental Material includes factors that may be relevant in determining if excessive compensation is requested or charged.
- <sup>10</sup> See paragraph .13 of the Supplemental Material regarding the characterization of a bank loan as an "other similar financial product."
- <sup>11</sup> Paragraph .14 of the Supplemental Material sets forth the scope of the exception to the ban on principal transactions in Rule G-42(e) and the requirements and conditions that apply when a municipal advisor seeks to use the exception.
- <sup>12</sup> See paragraph .15 of the Supplemental Material for definitions of key terms applicable to the exception.
- <sup>13</sup> See paragraph .08 of the Supplemental Material.
- <sup>14</sup> See paragraph .12 of the Supplemental Material.



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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of O'Donnell & Associates, Inc. to Professional Hydrogeologic Services for the Development of a Deep Well at Fairhope Wellfield No. 1; and hereby authorizes Mayor Sherry Sullivan to execute a Contract with an estimated amount of \$23,500.00.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2023

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

Attest:

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

City of Fairhope  
Project Funding Request

*ASAP*

Issuing Date: 9/5/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Approve the Selection of O'Donnell & Associates, Inc. to provide Professional Hydrogeologic Services for Deep Well Development

Project Location: Fairhope Wellfield #1

Presented to City Council: 9/11/2023

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

Funding Request Sponsor: Daryl Morefield, Water & Sewer Superintendent  
Sherry Sullivan, Mayor

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

Project Cash Requirement Requested:

Cost: \$ 23,500.00 Not-to-exceed Amount

Vendor: O'Donnell & Associates Inc. (Vendor #4585)

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  NonDept/Fac-75  Debt Service-85  Marina-34  Plan/Zone-12  Adult Rec-30  HR-17

Project will be

Expensed \_\_\_\_\_   
Capitalized XXX   
inventoried \_\_\_\_\_

Funding Source:

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

Expense Code: 004010-69501

G/L Acct Name: Sys Imprv - Water Plant/Wells

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

Project Budgeted: \$ 23,500.00 (Item included in DRAFT FY24 Budget)

Balance Sheet Item-  
Included in projected  
cash flow

Over (Under) budget amount: \$ -

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

Approve the selection of O'Donnell & Associates, Inc., as the provider of professional hydrogeologic services for the development of a deep well at Fairhope Wellfield #1. Authorize the Mayor to execute a contract in the not-to-exceed amount of \$23,500.00 for said services. This item is included in the DRAFT FY24 Budget for System Improvements - Water Plant/Wells.

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

City Council Prior Approval/Date? \_\_\_\_\_

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 9/5/2023

Purchasing Memo Date: 9/5/2023

Delivered To Date: 9/5/2023

Request Approved Date: 9/5/2023

Request Approved Date: 9/5/2023

Approved Date: 9/5/2023

Signatures: *Suzanne Doughty*  
Suzanne Doughty

Signatures: *Kim Creech*  
Kim Creech

Signatures: *Sherry Sullivan*  
Mayor Sherry Sullivan



**MEMO**

To: Lisa Hanks, City Clerk  
Kim Creech, Treasurer

From: Erin Wolfe, Purchasing Manager

Date: September 5, 2023

Re: RFQ PS23-030 Professional Hydrogeologic Services for Development of a Deep Well at Fairhope Wellfield #1

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 Superintendent of the Water/Wastewater Department, Daryl Morefield, is requesting the hiring for **Professional Hydrogeologic Services for Development of a Deep Well at Fairhope Wellfield #1**.

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

The work to be performed are the professional services associated with the project, which will include:

- Project coordination between the City, the engineer, the drilling contractor and O'Donnell & Associates, Inc.
- Specification review and comment.
- Wellsite geologic services.
- Construction Management of the production well installation and development.
- Aquifer testing.
- Groundwater modeling of source water delineations.
- Contaminant Inventory of delineated source water assessment areas.
- Preparation and delivery of two (2) source water reports, along with a copy submitted to ADEM as required for permitting the new well.

O'Donnell & Associates, Inc. has submitted a proposal for these services for Twenty-Three Thousand Five Hundred Dollars (\$23,500.00).

Please place on the next available City Council Agenda this request for City Council to Approve the selection by the Mayor for RFQ PS23-030 Professional Hydrogeologic Services for Development of a Deep Well at Fairhope Wellfield #1 and authorize the Mayor to execute a contract with a not-to-exceed amount of Twenty-Three Thousand Five Hundred Dollars (\$23,500.00).

Cc: file, Daryl Morefield, Mayor Sherry Sullivan

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

251-928-2136 (p)

**TASK AGREEMENT**  
**Task No. 18 - Proposal No. P931**  
**Development of a Deep Well At Fairhope Wellfield #1**

**Background**

In light of our meeting with Mayor Sullivan and Krebs last week, work on completion of a new deep well at Wellfield #1 will move forward. To ensure there is no delay on completion of the new well, O'Donnell & Associates, Inc. (OAI) prepared this proposal for the hydrogeologic portions of completing the new well.

**Scope of Work**

OAI will provide professional services associated with the development of a second well in the Fairhope Lower Aquifer at Wellfield #1. The work under Task 18 will include:

- project coordination between Fairhope, the engineer, the drilling contractor and OAI
- specification review and comment (set for preparation by the end of September)
- wellsite geologic services as the pilot bore is advanced estimated\* at two 12-hour days with daily reports
- construction management of the production well installation and development estimated\* at 39 hours over five days with daily reports (no test well is planned)
- aquifer testing
- groundwater modeling of source water delineations
- contaminant inventory of delineated source water assessment areas
- preparation and delivery of two source water reports to Fairhope with a PDF copy submitted to ADEM as required for permitting the new well.

*\* The time estimates noted above assume the drilling contractor will have drilling equipment in good working order with minimal downtime due to equipment trouble.*

**Fee**

The fee for services completed under P931, Task 18, will be billed on a Time and Materials basis in accordance with our existing Fairhope Contract dated May 30, 2023 for an estimated fee of \$23,500.

**SCHEDULE**

Work under this Task 17 will begin upon authorization from Fairhope. According to Krebs' tentative schedule, will begin with specification preparation this month. Authorization can be given below and returning this Task Agreement or by issuance of a PO for the work.

**Proposal No. P431 Accepted and Authorized by:**

\_\_\_\_\_ **for Fairhope**

\_\_\_\_\_ **Date**

or **Purchase Order #:** \_\_\_\_\_


**Please complete and return to:**  
**Daniel J. O'Donnell, PG**  
**O'Donnell & Associates, Inc.**  
**600 Bel Air Blvd., Suite 130**  
**Mobile, Alabama 36606**

or send reply via email to: [groundwater@oaiwater.com](mailto:groundwater@oaiwater.com)



**MEMO**

To: **Lisa Hanks, City Clerk**  
**Kim Creech, Treasurer**

From:   
**Erin Wolfe, Purchasing Manager**

Date: **September 5, 2023**

Re: **RFQ PS23-030 Professional Hydrogeologic Services for Development of a Deep Well at Fairhope Wellfield #1**

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 Superintendent of the Water/Wastewater Department, Daryl Morefield, is requesting the hiring for **Professional Hydrogeologic Services for Development of a Deep Well at Fairhope Wellfield #1**.

Per our Procedure for Procuring Professional Services, Daryl Morefield and I are providing firms for the Mayor to select from for the work.

The work to be performed is to professional services associated with the project, which will include:

- Project coordination between the City, the engineer, the drilling contractor and O'Donnell & Associates, Inc.
- Specification review and comment.
- Wellsite geologic services.
- Construction Management of the production well installation and development.
- Aquifer testing.
- Groundwater modeling of source water delineations.
- Contaminant Inventory of delineated source water assessment areas.
- Preparation and delivery of two (2) source water reports.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

Sherry Sullivan     Sep 5, 2023     O'Donnell & Associates, Inc.

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_     None. Submit another list

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

251-928-2136 (p)

Cc: file, Daryl Morefield, Mayor Sherry Sullivan

**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 Lighting for the Quail Creek Pickleball Courts for the Recreation Department from Musco Sports Lighting, LLC; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$37,250.00.

ADOPTED ON THIS 11TH DAY OF SEPTEMBER, 2023

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

Attest:

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

City of Fairhope  
Project Funding Request

SEP 5 '23 PM 5:05

SAH

Issuing Date: 9/5/2023

Please return this Routing Sheet to Treasurer by ASAP

Project Name: Approve the Procurement of Lighting for the Quail Creek Pickleball Courts

Project Location: Quail Creek

Presented to City Council: 9/11/2023

Funding Request Sponsor: Pat White, Recreation Director

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

Project Cash Requirement Requested:  
Cost: \$ 37,250.00 Not-to-exceed Amount

Vendor: MUSCO Corporation (Vendor #3014)

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  Bidg-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  HR-17

Project will be:

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

Funding Source:

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

Expense Code: 103-55886

G/L Acct Name: Capital Projects Fund - Pickleball Courts

Project Budgeted: \$ 37,250.00 (Item included in DRAFT FY24 Budget)  
Balance Sheet Item- Included in projected cash flow

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

Federal - not to exceed amount  
State  
City  
Local

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

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

Approve the procurement of lighting for the pickleball courts at Quail Creek from MUSCO Corporation in the not-to-exceed amount of \$37,250.00. This purchase is through Sourcewell purchasing cooperative and does not have to be let out for bid. This project is included in the DRAFT FY24 Budget in the Capital Projects Fund to be offset with Impact Fee revenues.

10-12 week delivery

City Council Prior Approval/Date? \_\_\_\_\_

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 9/5/2023

Purchasing Memo Date: 9/5/2023

Delivered To Date: 9/5/2023

Request Approved Date: 9/5/2023

Request Approved Date: 9/5/2023

Approved Date: 9/5/2023

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: September 5, 2023

Re: **Green Sheet and City Council Approval of Lighting for the Quail Creek Pickleball Courts**

The Director of Parks and Recreation, Pat White, is requesting approval for the procurement of lighting for the new pickleball courts at the Quail Creek Golf Course.

The lighting for the pickleball courts will include: 4 factory aimed and assembled luminaries, 2 galvanized steel poles, 2 pre-cast concrete bases with integrated lightning grounding, pole-length factory assembled wire harnesses, factory wired and tested remote component enclosures, UL listed assemblies, enhanced corrosion protection, player-activated control system with strobe to provide times on/off control, Control-Link® control and monitoring system to provide remote on/off and dimming control and performance monitoring with 24/7 customer support, and a 25-year warranty. This will be installed by the City Electric Department. The cost is Thirty-Seven Thousand Two Hundred Fifty Dollars (\$37,250.00).

This purchase from Musco Sports Lighting, LLC is through the Sourcwell purchasing cooperative (Sourcwell Contract #041123-MSL) and therefore does not have to be let out for bid.

**Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of lighting for the Quail Creek Pickleball Courts for \$37,250.00.**

CC file, Pat White, Ben Patterson, Clint Steadham

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

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



# Quote

Quail Creek Pickleball  
Fairhope, AL  
Date: August 31, 2023

## Sourcewell

Master Project: 199030, Contract Number: 041123-MSL, Expiration: 06/16/2027  
Category: Sports lighting with related supplies and services

All purchase orders should note the following: Sourcewell purchase – contract number: 041123-MSL

### Quotation Price – Materials Only Delivered to Job Site

Pickleball Courts – 100' x 134' .....\$37,250.00

Sales tax, bonding, labor, installation, and unloading of the equipment are not included.

### Light-Structure System™ with Total Light Control – TLC for LED™ technology

#### Guaranteed Lighting Performance

- Guaranteed light levels of 20fc

#### System Description

- (4) Factory aimed and assembled luminaries
- (2) Galvanized steel poles
- (2) Pre-cast concrete bases with integrated lightning grounding
- Pole length factory assembled wire harnesses
- Factory wired and tested remote electrical component enclosures
- UL listed assemblies
- Enhanced corrosion protection
- Player-activated pushbutton control system with strobe to provide timed on/off control
- Control-Link® control and monitoring system to provide remote on/off and dimming (high/medium/low) control and performance monitoring with 24/7 customer support
- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years

### Payment Terms

Musco's Credit Department will provide payment terms.

If approved Email a copy of the Purchase Order to Musco Sports Lighting, LLC:

Musco Sports Lighting, LLC  
Jimmy Jumper  
Fax: 800-374-6402  
Email: Jimmy.Jumper@musco.com

All purchase orders should note the following: Sourcewell purchase – contract number: 041123-MSL

### Delivery Timing

10 - 12 weeks for delivery of materials to the job site from the time of order, submittal approval, and confirmation of order details including voltage, phase, and pole/luminaire locations.

### Notes

Quote is based on following conditions:

- Shipment of entire project together to one location.
- Voltage and phase system requirements to be confirmed.
- Structural code and wind speed = 2021 IBC, 115mph, Exposure C, Importance Factor 1.0.
- Due to the built-in custom light control per luminaire, pole or luminaire locations need to be confirmed prior to production. Changes to pole or luminaire locations after the product is sent to production could result in additional charges.
- Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods and additional cost.



## Quote

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.

Jimmy Jumper  
Musco Sports Lighting, LLC  
Phone: 256-483-5433  
E-mail: jimmy.jumper@musco.com



## Quail Creek Pickleball

Fairhope, AL

### Lighting System

Pole/Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
P1-P2	60'	60'	1	TLC-LED-1200	1.17 kW	A
		60'	1	TLC-LED-550	0.54 kW	A
<b>2</b>			<b>4</b>		<b>3.42 kW</b>	

Circuit Summary			
Circuit	Description	Load	Fixture Qty
A		3.42 kW	4

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-1200	LED 5700K - 75 CRI	1170W	150,000	>120,000	>120,000	>120,000	2
TLC-LED-550	LED 5700K - 75 CRI	540W	67,000	>120,000	>120,000	>120,000	2

Single Luminaire Amperage Draw Chart							
Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage							
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4

### Light Level Summary

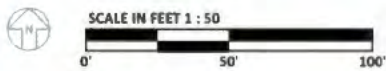
Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Pickleball	Horizontal Illuminance	21.9	13	31	2.36	1.69	A	4
Road Spill	Horizontal	0.32	0	1.36	13326.38		A	4
Road Spill	Max Candela (by Fixture)	6099	6.95	21451	3086.86	877.49	A	4
Road Spill	Max Vertical Illuminance Metric	0.57	0	2.07	6025.04		A	4

### From Hometown to Professional



**Equipment List For Areas Shown**

Pole			Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	P1-P2	60'	-	60'	TLC-LED-1290	1	1	0
					TLC-LED-550	1	1	0
2					<b>Totals</b>	4	4	0



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ↻

**Quail Creek Pickleball**

Fairhope, AL

**Grid Summary**

**Name** Pickleball  
**Size** 108' x 124'  
**Spacing** 10.0' x 10.0'  
**Height** 3.0' above grade

**Illumination Summary**

Entire Grid		MAINTAINED HORIZONTAL FOOTCANDLES
<b>Guaranteed Average</b>	<b>20</b>	
Scan Average	21.92	
Maximum	31	
Minimum	13	
Avg/Min	1.69	
<b>Guaranteed Max/Min</b>	<b>3</b>	
Max/Min	2.36	
UG (adjacent pts)	1.39	
CU	0.61	
No. of Points	120	
<b>LUMINAIRE INFORMATION</b>		
Applied Circuits	A	
No. of Luminaires	4	
Total Load	3.42 kW	

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



**We Make It Happen.**

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Equipment List For Areas Shown									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS	
2	P1-F2	60'	-	60'	TLC-LED-1200	1	1	0	
				60'	TLC-LED-550	1	1	0	
2				Totals		4	4	0	



## Quail Creek Pickleball

Fairhope, AL

### Grid Summary

Name **Road Spill**  
 Spacing 30.0' x 10.0'  
 Height 3.0' above grade

### Illumination Summary

Entire Grid  
**Scan Average 0.3173**  
 Maximum 1.36  
 Minimum 0.00  
 CU 0.00  
 No. of Points 15

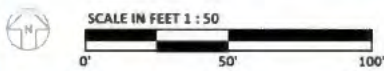
**LUMINAIRE INFORMATION**  
 Applied Circuits A  
 No. of Luminaires 4  
 Total Load 3.42 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ↖



**We Make It Happen.**

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ENGINEERED DESIGN By: William Isiminger • File #230016A • 31-Aug-23

**ILLUMINATION SUMMARY**

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	TRIS GRID	OTHER GRIDS
2	P1-P2	60'	-	60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-550	1	1	0
2				Totals		4	4	0



## Quail Creek Pickleball

Fairhope, AL

### Grid Summary

Name Road Spill  
Spacing 30.0' x 10.0'  
Height 3.0' above grade

### Illumination Summary

Entire Grid  
Scan Average 6098.5532  
Maximum 21450.86  
Minimum 6.95  
CU 0.00  
No. of Points 15

LUMINAIRE INFORMATION  
Applied Circuits A  
No. of Luminaires 4  
Total Load 3.42 kW

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



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ILLUMINATION SUMMARY

Equipment List For Areas Shown								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE	THIS GRID	OTHER GRIDS
2	P1-P2	60'	-	60'	TLC-LED-1200	1	1	0
				60'	TLC-LED-550	1	1	0
2				Totals		4	4	0



## Quail Creek Pickleball

Fairhope, AL

### Grid Summary

Name Road Spill  
 Spacing 30.0' x 10.0'  
 Height 3.0' above grade

### Illumination Summary

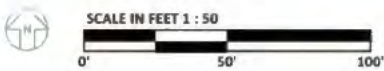
Entire Grid		MAINTAINED MAX VERTICAL FOOTCANDLES
Scan Average	0.5688	
Maximum	2.07	
Minimum	0.00	
CU	0.00	
No. of Points	15	
<b>LUMINAIRE INFORMATION</b>		
Applied Circuits	A	
No. of Luminaires	4	
Total Load	3.42 kw	

**Guaranteed Performance:** The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

**Field Measurements:** Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ↖



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## Quail Creek Pickleball

Fairhope, AL

### Equipment Layout

**INCLUDES:**

· Pickleball  
**Electrical System Requirements:** Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

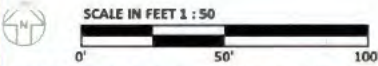
**Installation Requirements:** Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

### Equipment List For Areas Shown

QTY	LOCATION	Pole		Luminaires		
		SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY/POLE
2	P1-P2	60'	-	60'	TLC-LED-1200	1
				60'	TLC-LED-550	1
<b>Totals</b>						<b>4</b>

### Single Luminaire Amperage Draw Chart

Driver Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-1200	6.9	6.5	6.0	5.2	4.2	3.8	3.0
TLC-LED-550	3.2	3.0	2.8	2.4	1.9	1.8	1.4



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



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**EQUIPMENT LAYOUT**





## CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Pat White Date: 9/5/23

Department: Recreation

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 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>Musco Lighting</u>	\$ <u>37,250.00</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? LED lighting for new pickleball courts at Quail Creek
  2. What is the total cost of the item or service? \$49,800 w/ materials for install.
  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): 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? 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).**