



**CITY OF FAIRHOPE
CITY COUNCIL REGULAR AGENDA**

**Monday, April 13, 2026 - 6:00 PM
City Council Chambers**

Council Members

Jack Burrell
Joshua Gammon
Jimmy Conyers
Jay Robinson
Andrea Booth

Invocation and Pledge of Allegiance

1. Approve minutes of March 23, 2026 Regular City Council Meeting and minutes of March 23, 2026 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Ordinance - An Ordinance amending the City of Fairhope Code of Ordinances, Chapter 20, Traffic, Article I. In General: Operation of Mobility Devices.
6. Ordinance - An Ordinance to amend Ordinance No 1797, Codified as Chapter 2, Article III, Division 8 of the Fairhope Code of Ordinances, to provide for the Process for Designation of Historic Properties and Historic Districts by the Fairhope Historic Preservation Commission to enable the City of Fairhope to attain Certified Local Government ("CLG") status.
7. Resolution - That the City Council grants public funds and things of value in aid of, or to, Gulf Health Hospitals, Inc. for the Purpose of promoting the Economic Development of the City of Fairhope; and the Mayor is hereby authorized and directed to execute, deliver, and cause the City to perform the Development Agreement pursuant to resolution.
8. Resolution - That the City Council hereby authorizes Mayor Sherry Sullivan to execute a Riparian Easement of State-Owned Submerged Lands "Riparian #25-12-014 from the State of Alabama, Department of Conservation and Natural Resources, to the City of Fairhope relating to the state-owned submerged land more particularly described in the Riparian Easement; and hereby authorizes to appropriate funding of \$8,021.75 for the first year for the Riparian Easement fees.
9. Resolution - That the City Council approves the selection by Mayor Sherry Sullivan for Professional Consulting Services for (RFQ PS26-025) to assist with the USDOT Safe Streets for All (SS4A) Implementation Grant funding program to Kimley-Horn and Associates, Inc.; that Mayor Sherry Sullivan is hereby authorized to execute a Contract with Kimley-Horn and Associates, Inc. with a not-to-exceed contract amount of \$25,000.00.

10. Resolution - That the City of Fairhope hereby authorizes and approves the Grant Application for FY2026 Airport Infrastructure Grant funds to Replace Taxiway Lighting System and Guidance Signs Reimbursement Phase I at the H.L. "Sonny" Callahan Airport; and authorizes Mayor Sherry Sullivan to sign the application and any related forms or documents on behalf of the City of Fairhope. The Mayor is hereby authorized to execute an appropriate grant agreement with FAA without further action on the part of the City Council.
11. Resolution - That the City of Fairhope hereby authorizes and approves the Grant Application for FY2026 Airport Improvement Program Grant funds to Replace the AWOS at the H.L. "Sonny" Callahan Airport; and authorizes Mayor Sherry Sullivan to sign the application and any related forms or documents on behalf of the City of Fairhope. The Mayor is hereby authorized to execute an appropriate grant agreement with FAA without further action on the part of the City Council.
12. Resolution - That the City Council hereby approves the First Amendment to the Shared Parking Facilities Agreement concerning Eastern Shore Village Shopping Center pursuant to Site Plan (SR 22.03).
13. Resolution – That Mayor Sherry Sullivan is hereby authorized to inform and submit the Municipal Water Pollution Prevention (MWPP) Program Report for 2024 to the Department of Environmental Management.
14. Resolution - That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the 365 Mershon Lateral Installation to Ballcon, Inc. for a not-to-exceed project cost of \$26,500.00. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out. Authorize Treasurer to transfer \$30,075.00 from Wastewater - Maintenance Collections to Wastewater - System Improvements Collections in the FY2026 Budget. The requested transfer includes materials to be provided by City in an estimated amount of \$3,575.00.
15. Resolution — That the City Council authorizes the submission of a Pipeline and Hazardous Materials Safety Administration (PHMSA) Grant to the US Department of Transportation (USDOT) for the FY2026 Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program for Gas Pipe Replacement. The grant amount is approximately \$14,000,000.00 and will cover the remaining four phases of pipe replacement.
16. Resolution - That the City of Fairhope approves the procurement of inventory for Residential and Commercial Gas Meters for the Gas Department to be purchased from Ed Young Sales Company, Inc. as Sole Source Distributor; exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total amount not-to-exceed \$80,963.04 plus freight.

17. Resolution - That the City Council approves the selection by Mayor Sherry Sullivan for Professional Engineering Services for (RFQ PS26-023) for New Sidewalks along CR-13 from Sedgefield Dr. to Fox Hollow & Pecan Park to Nichols Ave. to Sawgrass Consulting, LLC.; that Mayor Sherry Sullivan is hereby authorized to execute a Contract with Sawgrass Consulting, LLC. with a not-to-exceed amount of \$25,000.00.
18. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Neel-Schaffer, Inc. for Professional Construction Engineering and Inspection (CE&I) Services (RFQ PS26-020) for the Construction of New Sidewalks along Parker Road with a not-to-exceed amount of \$36,892.58.
19. Resolution - That the City Council approves the selection by Mayor Sherry Sullivan for Professional Architectural and Engineering Services for (RFQ PS26-022) for the James P. Nix Center West Porch/Promenade Repairs to Cypress Coast Consulting; that Mayor Sherry Sullivan is hereby authorized to execute a Contract with Cypress Coast Consulting with a not-to-exceed amount of \$8,961.25; and authorizes the Treasurer to transfer \$8,961.25 from Adult Recreation - Professional Services to Adult Recreation - Capital Improvements in the FY2026 Budget.
20. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Pyro Productions Inc. for a Professional Consultant for (RFQ PS26-021) Design and Production of Fireworks Display for the 4th of July 2026 with a not-to-exceed amount of \$40,000.00; pursuant to Code of Alabama, "Pyrotechnic Shooter Law".
21. Resolution - That the City Council approves Contract Amendment No. 4 for (Bid No. 25-008) Pest Control Annual Contract with Wayne's Pest Control Services LLC with an additional not-to-exceed annual amount of \$858.00; and authorizes Mayor Sherry Sullivan to execute contract amendment. The new contract total with a not-to-exceed annual amount of \$14,426.68. Additionally, there is an initial fee of \$144.00.
22. Resolution - To award (Bid No. 26-004-2022-PWI-004) to Roy Lewis Construction Corporation for City of Fairhope's Hurricane Safe Room with a bid proposal not-to-exceed \$1,891,800.00.
23. Resolution — That the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Agreement between the Alabama Law Enforcement Agency and the City of Fairhope Police Department to establish a joint multi-agency working group known as the Alabama Internet Crimes Against Children Task Force.

24. Resolution - That the City of Fairhope has voted to approve the procurement of the installation of fiber optic cabling in the Police Facility from Network Cabling Services, Inc.; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15). The cost will not-to-exceed \$2,950.00.
25. Resolution - To award (Bid No. 26-036-2026-REC-100) to SiteOne Landscape Supply, LLC for Barnwell Youth Football Improvements – Lesco CarbonPro-G or Equivalent with a bid proposal not-to-exceed \$7,185.00.
26. Resolution - That the City of Fairhope approves the award of the Request for Quotes for RFQ 2026-REC-100-A to Barnwell Youth Football Improvements – Pearl Valley RPM Accelerator or Equivalent to Green Point Ag for a not-to-exceed cost of \$6,600.00. Per the Code of Alabama 1975, Section 41-16-50(b)(4).
27. Resolution - That the City Council authorizes and approves the addition of one (1) temporary Director of Golf Operations/Golf Professional position to the FY2026 Budget to align with the retirement of the incumbent who will work with and train their replacement. This will be beneficial to the City as well as the new employee. The temporary position will expire at the end of the 2026 Fiscal Year.
28. Resolution - That the City Council authorizes and approves the hiring of two (2) new Sanitation Equipment Operator III positions to allow the current Sanitation Equipment Operators, who are retiring May 1, 2026 and June 1, 2026 respectively, to work with and train the new employees prior to their leaving. This will be beneficial to the City as well as the new hires. The temporary positions will expire upon each of the retirements as listed.
29. Resolution - That the City Council approves Contract Amendment No. 1 for (Bid No. 25-042) for City Employee Uniform Shirts Annual Contract with Van Horn Miller Enterprises d/b/a Deep South Apparel for an additional item of a Back Logo for a cost not-to-exceed \$1.25 each; and authorizes Mayor Sherry Sullivan to execute contract amendment. The contract total will remain the same with a not-to-exceed annual amount of \$100,000.00.
30. Resolution - That the City Council authorizes and directs the Mayor to execute and deliver, on behalf of the City, a term sheet with the Lender respecting the Warrant.
31. Resolution - That the City Council hereby authorizes the City Treasurer to reimburse itself from warrant issue proceeds for planning the design, construction and financing of various capital improvements to the water works plant and distribution system and the sanitary sewer system.

32. Resolution — To authorize the Treasurer to complete a FY2026 Budget transfer for the Water Department from System Improvement-Distribution to Maintenance-Plants/Wells in the amount of \$200,000.00 for well repairs.
33. Recommendation — The Street & Traffic Committee recommends to City Council additional signal lights, if needed, with left turn signals for downtown.
34. Recommendation — The Recreation Board requests that the City Council accepts the most recent Phase One recommendations from Gonzalez-Strength & Associates as the final requirements of GSA's contract with the City of Fairhope.
35. Application for Specialty Retailer of Consumable Hemp Products by Melissa B. Lane, Lane Beckner LLC, d/b/a Kathy's Package Store, 18153 Wright Blvd., Fairhope, AL 36532.
36. Application for Special Events License by Thomas Bratton McGregor, Bottles Up Mobile Inc. d/b/a Bottles Up Mobile, Eastern Shore Art Center event on May 7, 2026, at 401 Oak St., Fairhope, AL 36532.
37. Public Participation – (3 minutes maximum)
38. Adjourn

Regular Meetings of the City Council shall be held on the 2nd and 4th Monday of each month immediately following the 4:30 p.m. Work Session unless prescheduled and announced otherwise.

Next Regular City Council Meeting, Thursday, April 23, 2026, 6:00 p.m.

Fairhope Municipal Complex
Council Chambers
161 North Section Street
Fairhope, AL 36532



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-265

FROM:	Lisa Hanks, City Clerk
SUBJECT:	Approve minutes of March 23, 2026 Regular City Council Meeting and minutes of March 23, 2026 Work Session.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 23 March 2026.

Present were Council President Jimmy Conyers, Councilmembers: Jack Burrell, Joshua Gammon, Jay Robinson, and Andrea Booth, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Conyers called the meeting to order at 6:12 p.m. The invocation was given by Marshal Frye, Youth Pastor of Celebration Church of Fairhope, and the Pledge of Allegiance was recited. Councilmember Robinson moved to approve minutes of the March 9, 2026, regular meeting; and minutes of the March 9, 2026, work session. Seconded by Councilmember Booth, motion passed unanimously by voice vote. Councilmember Burrell asked the City Clerk to look at the paragraph under his comments regarding high density.

Mayor Sullivan addressed the City Council regarding the following items:

- 1) Fairhope Arts & Crafts Foundation and Artists; and heading into our 75th year;
- 2) Dedication of the Working Waterfront at 4:00 p.m. on Thursday; and naming of the Fountain and Rose Garden;
- 3) Audit with zero findings and thanked City Treasurer and her Staff;
- 4) On March 25, 2026 at the Eastern Shore Art Center from 1:00 p.m. to 5:00 p.m., there will be a live painting installation for Portraits of Hope! This will include Cities from all 50 states and will be displayed on the National Mall in Washington, D.C.; and Fairhope has been chosen to represent Alabama.
- 5) Proclamation for Coach Tim Carter who is retiring from coaching; and is a great influence of the boys and girls. She said he is a role model and friend; and was the longest tenured coach for Fairhope High School. Mayor Sullivan said March 23rd will be Tim Carter Day in Fairhope;
- 6) Alabama Representative Jennifer Fidler read a Resolution presented to Coach Tim Carter from the House of Representatives signed by Governor Ivey; and also gave Coach Carter a Resolution from the Alabama Senate.

Tim Carter addressed the City Council and said it has been a great 11 years with the Fairhope High School, all the coaches, and Principal Jon Cardwell. Mr. Carter said he made this with the support of his wife Dotsy, family, and friends; and was flattered to have had this opportunity. He said the “People” are Fairhope; and thanked everyone for allowing him to serve Fairhope.

23 March 2026

Councilmember Burrell said he grew up his whole life around football; and was raised by a high school football coach. He told Coach Tim Carter, “that as good you are a coach, you are a better man; an awesome man.”

Councilmember Gammon said to Coach Carter, “Well done and your legacy is proof in the pudding.”

Councilmember Robinson told Coach Carter, “that his love for kids is not just the number one kid but is from the top to the bottom; and that says a lot and we appreciate you.”

Councilmember Booth said you love Fairhope; and thank you for your service.

Council President Conyers told Coach Carter, “that we love you and Fairhope loves you. He said you have been a great molder of men and leave great legacy. Council President Conyers said you will be remembered for a very long-time.”

The following individual spoke during Public Participation for Agenda Items:

- 1) Eric Hankins, Pastor of First Fairhope Church, addressed the City Council regarding Agenda Item No. 6: An Ordinance to amend Chapter 4 of the Code of Ordinances of the City of Fairhope, Alabama to add Licensing of Consumable Hemp Products in the Corporate Limits and Police Jurisdiction of the City of Fairhope; and said he was against the proposed ordinance.

Councilmember Burrell gave a shout out to the Mayor and Staff for a great Fairhope Arts & Crafts Festival.

Councilmember Gammon said this weekend was a great Fairhope Arts & Crafts Festival. He thanked the Mayor, Staff, Artists, and Volunteers.

Councilmember Robinson also said this weekend was a great Fairhope Arts & Crafts Festival. He thanked the Mayor, Staff, Artists, and Volunteers.

Councilmember Booth reiterated what the other Councilmembers said; and commented there were no problems. And, said she was proud of Fairhope.

Council President Conyers said Happy Birthday to Councilmember Booth. He also thanked the Mayor, Staff, and Arts & Crafts Festival Foundation for such a great event. He said it is special to Fairhope.

23 March 2026

A Public Hearing was held as advertised on the request for a Package Store License by Walmart, Inc. d/b/a Walmart Liquor Box #4333, 10044 County Road 48, Fairhope, Alabama. The public hearing was opened at 6:35 p.m. No one present opposed the proposed Package Store License. The public hearing closed at 6:35 p.m.

Councilmember Booth moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Burrell moved for final adoption of Ordinance No. 1860, an ordinance to amend Chapter 4 of the Code of Ordinances of the City of Fairhope, Alabama to add Licensing of Consumable Hemp Products in the Corporate Limits and Police Jurisdiction of the City of Fairhope. (Introduced at the March 9, 2026 City Council Meeting) The motion was seconded by Councilmember Boothe.

Councilmember Gammon said he spoke at length at the last meeting regarding this Ordinance. "Everything about it is murky to say the best, and there's documented downsides," Gammon said. "I think as a City Council, we are tasked with promoting the wellness and the good of the Community, and in my opinion, when I try to vote, what I try to vote on, I think will advance the Community, is this a good thing for the Community overall or a negative overall, and that is what influences me." He said there is a rise in injuries and a rise in ER visits. He commented hemp is pot; and said not here try it somewhere else.

Councilmember Burrell commented he had more contacts for the hemp than against. He said it is not illegal and has been sold before now. Councilmember Burrell said we approved alcohol on the agenda; and this is regulated by the Alcoholic Beverage Control Board ("ABC"). Councilmember Burrell acknowledged there may be health concerns, but these products are no worse than alcohol products already widely available as Council continues to approve liquor licenses. He also noted how the products in question are more of a CBD product with only some THC, though he could not argue that they are completely devoid of THC.

He said "there is three items on tonight's agenda that's promoting the sale of alcohol, which we know contributes to thousands of deaths on the road every year, yet we approve it and we'll probably approve those. We just approved the Walmart (liquor license), so I find it hard to say no to this item that's being regulated by the State of Alabama and the State ABC Board." Councilmember Burrell asked the City Attorney whether or not .3% of hemp is legal.

City Attorney McDowell explained and answered Councilmember Burrell's question.

23 March 2026

Councilmember Robinson said he sees where both Councilmembers Burrell and Gammon are coming from, adding he thinks this is tougher than what it seems on the surface. He said "I do feel there is some level of hypocrisy with us approving liquor licenses, but at the same time, regulating this in some way. That is kind of what I wrestle with this particular ordinance. I'm not sure there is enough financial benefit for the City to justify doing something new that we don't truly know what the outcome is going to be, whether it's positive or negative, but I also don't know if we understand the negatives as much as the hypotheticals we may be presented with."

Councilmember Booth said she felt the same way with Councilmember Robinson's evaluation, while Council President Conyers said he has heard more from people in favor of the ordinance than he has from people against it, though he is more on the fence, saying he is not a strong proponent one way or the other.

Mayor Sullivan said she has no opinion either way but noted there are other Municipalities close to Fairhope that have approved their own ordinances on hemp products. Mayor Sullivan said, "I do feel like they are going to buy it from other places and bring it in, so we are going to end up dealing with the issues anyway if they are driving or impaired. I do think our ordinance gives us a little bit of teeth if they are buying in our Community and we know if there is an establishment that is violating the policy and ABC has cited them, then it gives us the right to pull their business license." After further discussion, motion for final adoption passed by the following voice votes: AYE – Burrell, Conyers, and Booth. NAY – Gammon and Robinson.

Councilmember Gammon moved for final adoption of Ordinance No. 1861, an ordinance granting a Non-Exclusive Franchise to Fiber Utility Network Inc. d/b/a Alabama Fiber Network, its successors, and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama. (Introduced at the March 9, 2026 City Council Meeting) Seconded by Councilmember Burrell, motion for final adoption passed by the following voice votes: AYE – Burrell, Gammon, Conyers, Robinson, and Booth. NAY - None.

Councilmember Burrell moved for final adoption of Ordinance No. 1862, an ordinance granting a Non-Exclusive Franchise to Highstream Fiber Inc., its successors, and assigns ("Franchisee") for the purpose of Constructing and Maintaining a Fiber-Optic Infrastructure Network within the Public Rights-of-Way within the City of Fairhope, Alabama. (Introduced at the March 9, 2026 City Council Meeting) Seconded by Councilmember Gammon, motion for final adoption passed by the following voice votes: AYE – Burrell, Gammon, Conyers, Robinson, and Booth. NAY - None.

23 March 2026

Planning Director Hunter Simmons addressed the City Council to explain the Site Plan Review of property owned by Brew Horizons LLC, for Site Plan Approval of 7 Brew Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 5 of Planters Pointe on the northwest corner of State Highway 181 and State Highway 104 and is 1.01 ± acres. PPIN #: 626310. (Planning Commission unanimously recommends approval of SR 25.09).

Councilmember Robinson moved to approve the Site Plan property owned by Brew Horizons LLC listed above. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

Planning Director Hunter Simmons addressed the City Council to explain the Site Plan Review of property owned by Rockwell LLC, for Site Plan Approval of Jiffy Lube Fairhope. The property is zoned B-2, General Business District. The property is located on Lot 2 of Rockwell Place on the northeast corner of State Highway 181 and State Highway 104 and is .99 ± acres. PPIN #: 633810. (Planning Commission voted to recommend approval of SR 26.01).

Councilmember Burrell moved to approve the Site Plan property owned by Rockwell LLC listed above. Seconded by Councilmember Booth, motion passed by the following voice votes: AYE – Burrell, Gammon, Robinson, and Booth. NAY - None. ABSTAIN – Conyers.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the development and three (3) years hosting of a new City of Fairhope website that is on TIPS (Contract #220105) with CivicPlus, and therefore does not have to be let out for bid. The development cost and first year are no-to exceed \$44,734.90. Year Two and Year Three are not-to-exceed \$15,329.20 per year. Total Three-Year Cost not-to-exceed \$75,393.30. The motion was seconded by Councilmember Booth.

Councilmember Burrell said he spoke to Councilmember Robinson regarding liability; and asked is there any other product that can be used. IT Director Jeff Montgomery said they looked at other products, but this is the best fit. After further discussion, motion passed unanimously by voice vote.

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23 March 2026

RESOLUTION NO. 5757-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the development and three (3) years hosting of a new City of Fairhope website that is on TIPS (Contract #220105) with CivicPlus, and therefore does not have to be let out for bid. The development cost and first year are not-to-exceed \$44,734.90. Year Two and Year Three Costs are not-to-exceed \$15,329.20 per year. Total Three-Year Cost not-to-exceed \$75,393.30.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Booth introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to approve the Subscription Renewal for Short Term Rental Address Identification and Monitoring and Compliance Outreach by Granicus, as sole source distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The annual cost will not-to-exceed \$5,869.01. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

RESOLUTION NO. 5758-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to approve the Subscription Renewal for Short Term Rental Address Identification and Monitoring and Compliance Outreach by Granicus, as sole source distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The annual cost will not-to-exceed \$5,869.01.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2026

Councilmember Gammon introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 25-017) 46 KV Transmission Line - 2025 Modifications and Additions with a cost of \$21,742.00; and to award Change Order No. 1 to Gridco, Inc. The new contract total will be \$2,216,183.20; and the City will provide materials with a not-to-exceed cost of \$15,500.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5759-26

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

[1] That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 25-017) 46 KV Transmission Line – 2025 Modifications and Additions with a cost of \$21,742.00; and to award Change Order No. 1 to Gridco, Inc. The new contract total will be \$2,216,183.20; and the City will provide materials with a not-to-exceed cost of \$15,500.00.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
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 to rescind Resolution No. 5682-25 approving the selection of the Evaluation Team of NEAL Technology Associates, Inc., for Professional Services for (RFQ PS26-001) Joint Use Attachment Survey and GIS Entry; and to authorize the re-bid of this purchase under Code of Alabama 1975, Section 41-16-57(d). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

23 March 2026

RESOLUTION NO. 5760-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, To rescind Resolution No. 5682-25 approving the selection of the Evaluation Team of NEAL Technology Associates, Inc., for Professional Services for (RFQ PS26-001) Joint Use Attachment Survey and GIS Entry; and to authorize the re-bid of this purchase under Code of Alabama 1975, Section 41-16-57(d).

DULY ADOPTED THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 25-009-COF-2023-EDA001) K-1 Center Redevelopment with a cost of \$51,531.00; and to award Change Order No. 1 to Rogers and Willard, Inc. The new contract total will be \$6,107,110.00. Authorize Treasurer to transfer \$51,531.00 from General Fund to the Capital Projects Fund in the FY26 Budget. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5761-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for (Bid No. 25-009-COF-2023-EDA001) K-1 Center Redevelopment with a cost of \$51,531.00; and to award Change Order No. 1 to Rogers and Willard, Inc. The new contract total will be \$6,107,110.00. Authorize Treasurer to transfer \$51,531.00 from General Fund to the Capital Projects Fund in the FY26 Budget.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2026

Councilmember Booth introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 26-024-2025-PWI-021) to Fairhope Building Company for Welcome Center Envelope Repairs with a bid proposal not-to-exceed \$527,435.00 which includes alternates 1 - 4. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5762-26

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 (Bid No. 26-024-2025-PWI-021) Welcome Center Envelope Repairs for the Public Works Department.

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

Please see attached Bid Tabulation for
Welcome Center Envelope Repairs

[3] After evaluating bid proposals, with required bid specifications, Fairhope Building Company, with a bid proposal and alternates 1 – 4 not-to-exceed \$527,435.00, is now awarded the bid for Welcome Center Envelope Repairs for the Public Works Department.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2026



TABULATION OF BIDS
for Welcome Center Envelope Repairs
City of Fairhope

GMC Project No. AMOB250022
March 3, 2026 at 2:30 p.m.

Base Bid
Envelope Notations
Alternate 1
Alternate 2
Alternate 3
Alternate 4
Total Base Bid

Langan Development Company, LLC 960 Schillinger Road South, Suite L Mobile, AL 36695 GC LICENSE NO.: 59083 NOTATIONS: ITEMS RECEIVED ☒ BID FORM ☒ ATTACHMENT A ☒ CONTRACTOR INFORMATION ☐ ACCOUNTING OF SALES TAX ☒ BID BOND The Ohio Casualty Insurance Company ☒ ADDENDUM 1 ☒ ADDENDUM 2 ☒ ADDENDUM 3 ☒ ADDENDUM 4	Green-Simmons Company, Inc. 3407 North W Street Pensacola, FL 32505 GC LICENSE NO.: 38125 NOTATIONS: ITEMS RECEIVED ☒ BID FORM ☒ ATTACHMENT A ☒ CONTRACTOR INFORMATION ☐ ACCOUNTING OF SALES TAX ☒ BID BOND Atlantic Specialty Insurance Company ☒ ADDENDUM 1 ☒ ADDENDUM 2 ☒ ADDENDUM 3 ☒ ADDENDUM 4	C-Sharpe Co LLC 22657 Canal Road Orange Beach, AL 36561 GC LICENSE NO.: 22494 NOTATIONS: ITEMS RECEIVED ☒ BID FORM ☒ ATTACHMENT A ☒ CONTRACTOR INFORMATION ☐ ACCOUNTING OF SALES TAX ☒ BID BOND Nationwide Mutual Insurance Company ☒ ADDENDUM 1 ☒ ADDENDUM 2 ☒ ADDENDUM 3 ☒ ADDENDUM 4	Bienville Construction Services, LLC 250 North Jackson Street #2 Mobile, AL 36603 GC LICENSE NO.: 56775 NOTATIONS: ITEMS RECEIVED ☒ BID FORM ☒ ATTACHMENT A ☒ CONTRACTOR INFORMATION ☐ ACCOUNTING OF SALES TAX ☒ BID BOND Amerisure Mutual Insurance Company ☒ ADDENDUM 1 ☒ ADDENDUM 2 ☒ ADDENDUM 3 ☒ ADDENDUM 4
\$ 527,920.00	\$ 598,000.00	\$ 699,265.00	\$ 810,000.00
None	None	None	None
\$ 30,500.00	\$ 94,240.00	\$ 0.00	\$ 98,032.00
\$ 19,000.00	\$ 34,610.00	\$ 13,073.00	\$ 15,000.00
\$ 9,300.00	\$ 13,813.00	\$ 10,042.00	\$ 28,500.00
\$ 11,950.00	\$ 19,116.00	\$ 162,151.00	\$ 36,800.00
\$ 598,670.00	\$ 759,779.00	\$ 884,531.00	\$ 988,332.00



TABULATION OF BIDS
for Welcome Center Envelope Repairs
City of Fairhope

GMC Project No. AMOB250022
March 3, 2026 at 2:30 p.m.

Base Bid
Envelope Notations
Alternate 1
Alternate 2
Alternate 3
Alternate 4
Total Base Bid

Fairhope Building Company 116 Fairhope Avenue Fairhope, AL 36532 GC LICENSE NO.: 60931 NOTATIONS: ITEMS RECEIVED ☒ BID FORM ☒ ATTACHMENT A ☒ CONTRACTOR INFORMATION ☒ ACCOUNTING OF SALES TAX ☒ BID BOND Frankemuth Insurance Company ☒ ADDENDUM 1 ☒ ADDENDUM 2 ☒ ADDENDUM 3 ☒ ADDENDUM 4	Gulf Construction Co LLC 870 Heron Cove Lane Gulf Shores, AL 36542 GC LICENSE NO.: 59804 NOTATIONS: ITEMS RECEIVED ☒ BID FORM ☒ ATTACHMENT A ☒ CONTRACTOR INFORMATION ☐ ACCOUNTING OF SALES TAX ☒ BID BOND Merchants Bonding Company ☒ ADDENDUM 1 ☒ ADDENDUM 2 ☒ ADDENDUM 3 ☒ ADDENDUM 4	RH Deas Building Co LLC 3660 Dauphin Street, Suite D Mobile, AL 36608 GC LICENSE NO.: 57048 NOTATIONS: *Deduct \$8000 from Base Bid. **Deduct \$22,000 from Alt #4. ITEMS RECEIVED ☒ BID FORM ☒ ATTACHMENT A ☒ CONTRACTOR INFORMATION ☐ ACCOUNTING OF SALES TAX ☒ BID BOND Hartford Fire Insurance ☒ ADDENDUM 1 ☒ ADDENDUM 2 ☒ ADDENDUM 3 ☒ ADDENDUM 4	Relim Contracting 2051 Leroy Stevens Road Mobile, AL 36695 GC LICENSE NO.: 53719 NOTATIONS: ITEMS RECEIVED ☒ BID FORM ☒ ATTACHMENT A ☒ CONTRACTOR INFORMATION ☐ ACCOUNTING OF SALES TAX ☒ BID BOND Travelers Casualty and Surety Company of America ☒ ADDENDUM 1 ☒ ADDENDUM 2 ☒ ADDENDUM 3 ☒ ADDENDUM 4
\$ 464,212.00	\$ 473,917.33	\$ 492,000.00 *	\$ 533,000.00
None	None	*-\$8000.00 **-\$22000.00	None
\$ 26,353.00	\$ 74,877.88	\$ 52,750.00	\$ 23,000.00
\$ 7,516.00	\$ 15,421.94	\$ 10,000.00	\$ 8,500.00
\$ 4,153.00	\$ 12,762.20	\$ 11,000.00	\$ 16,500.00
\$ 25,201.00	\$ 21,153.01	\$ 24,500.00 **	\$ 10,500.00
\$ 527,435.00	\$ 598,132.36	\$ 590,250.00	\$ 591,500.00

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Virginia B. Rodriguez-Feo, AIA
Virginia B. Rodriguez-Feo, AIA
Alabama Registration No. 7170

Sworn before me this 5th day of March 2026

BARBARA LEGAL EARNER
Barbara Legal Earner
ALABAMA STATE AT LARGE
COMM. EXP. 12/10/29

23 March 2026

Councilmember Booth introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 26-016-2023-PWI-013) to Arrington Curb & Excavation, Inc. for Construction of New Sidewalk Along Parker Road from Main Street to US-98 with a bid proposal not-to-exceed \$253,313.23. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5763-26

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 (Bid No. 26-016-2023-PWI-013) New Sidewalk Along Parker Road from Main Street to US-98 for the Public Works Department.

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

Please see attached Bid Tabulation for
New Sidewalk Along Parker Road
from Main Street to US-98

[3] After evaluating bid proposals with required bid specifications, Arrington Curb & Excavation, Inc., with a bid proposal not-to-exceed \$253,313.23, is now awarded the bid for New Sidewalk Along Parker Road from Main Street to US-98 for the Public Works Department.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2026



CITY OF FAIRHOPE
PARKER ROAD SIDEWALKS
Bid Date: 3/10/2026

Bidder	GAINES UTILITY CONSTRUCTION COMPANY, LLC	PL RUSSELL LLC	RH DEAS BUILDING CO. LLC	ARRINGTON CURB & EXCAVATION, INC.	PARTEN SMITH, INC.	KINGDOM CONSTRUCTION GROUP	HUGHES 360 SERVICES LLC	CHRIS BREWER CONTRACTING, INC.	C. THRONTON, INC.
ALBEC License No.									
Bid Bond	X	X	X	X	X	X	X	X	X
Addendum No. 1 Acknowledgment	X	X	X	X	X	X	X	X	X
Addendum No. 2 Acknowledgment	X	X	X	X	X	X	X	X	X
Addendum No. 3 Acknowledgment	X	X	X	X	X	X	X	X	X
Addendum No. 4 Acknowledgment	X	X	X	X	X	X	X	X	X
Addendum No. 5 Acknowledgment	X	X	X	X	X	X	X	X	X

PAY ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
202A-001	Cleaning and Grubbing	AC	0.25	\$ 7,200.00	\$ 1,800.00	\$ 5,378.16	\$ 1,344.54	\$ 3,150.00	\$ 787.50	\$ 6,000.00	\$ 1,500.00	\$ 10,000.00	\$ 2,500.00	\$ 10,500.00	\$ 2,625.00	\$ 12,000.00	\$ 3,000.00	\$ 10,000.00	\$ 2,500.00
208C-001	Removing Concrete Sidewalk	SQYD	80	\$ 37.50	\$ 3,000.00	\$ 24.20	\$ 1,936.00	\$ 46.25	\$ 3,700.00	\$ 31.25	\$ 2,500.00	\$ 15.00	\$ 1,200.00	\$ 12.00	\$ 960.00	\$ 35.00	\$ 2,800.00	\$ 25.00	\$ 2,000.00
208C-002	Removing Slope Railing	SQYD	7	\$ 42.85	\$ 299.95	\$ 40.33	\$ 282.31	\$ 210.00	\$ 1,470.00	\$ 214.28	\$ 1,499.96	\$ 25.00	\$ 175.00	\$ 15.00	\$ 105.00	\$ 250.00	\$ 1,750.00	\$ 25.00	\$ 175.00
208D-001	Removing Curb and Gutter	LF	40	\$ 37.50	\$ 1,500.00	\$ 24.20	\$ 968.00	\$ 25.00	\$ 1,000.00	\$ 29.00	\$ 1,160.00	\$ 12.00	\$ 480.00	\$ 15.00	\$ 600.00	\$ 75.00	\$ 3,000.00	\$ 15.00	\$ 600.00
208A-001	Walkway Rest, Single	EA	1	\$ 750.00	\$ 750.00	\$ 571.03	\$ 571.03	\$ 400.00	\$ 400.00	\$ 500.00	\$ 500.00	\$ 150.00	\$ 150.00	\$ 350.00	\$ 350.00	\$ 750.00	\$ 750.00	\$ 225.00	\$ 225.00
208A-002	Unidentified Excavation	CYD3	8	\$ 70.00	\$ 560.00	\$ 28.96	\$ 231.68	\$ 75.00	\$ 600.00	\$ 28.00	\$ 224.00	\$ 100.00	\$ 800.00	\$ 50.00	\$ 400.00	\$ 150.00	\$ 1,200.00	\$ 20.00	\$ 160.00
107A-001	Bridge and Sidewalk Handrails	LF	48	\$ 200.00	\$ 9,600.00	\$ 122.86	\$ 5,897.28	\$ 345.00	\$ 16,560.00	\$ 215.47	\$ 10,342.56	\$ 187.50	\$ 8,925.00	\$ 115.00	\$ 5,520.00	\$ 275.00	\$ 13,200.00	\$ 188.00	\$ 9,024.00
108A-001	14" Storm Sewer Pipe (Class III C)	LF	1	\$ 550.00	\$ 2,200.00	\$ 380.41	\$ 1,521.64	\$ 185.00	\$ 740.00	\$ 400.00	\$ 1,600.00	\$ 200.00	\$ 800.00	\$ 200.00	\$ 800.00	\$ 800.00	\$ 450.00	\$ 1,800.00	\$ 100.00
108A-002	Installation	LS	1	\$ 13,730.00	\$ 13,730.00	\$ 4,681.25	\$ 47,681.25	\$ 15,650.00	\$ 15,650.00	\$ 15,309.24	\$ 15,309.24	\$ 13,273.00	\$ 13,273.00	\$ 35,000.00	\$ 35,000.00	\$ 12,000.00	\$ 38,589.13	\$ 26,509.13	\$ 20,000.00
108A-003	Concrete Sidewalk, 4" Thick	SQYD	1370	\$ 120.00	\$ 164,400.00	\$ 82.33	\$ 102,811.99	\$ 75.00	\$ 97,975.00	\$ 69.48	\$ 81,504.04	\$ 84.00	\$ 96,532.00	\$ 115.00	\$ 144,885.00	\$ 74.00	\$ 96,862.00	\$ 87.00	\$ 102,261.00
108B-001	Concrete Storms, 18" Thick (Includes WWT)	SQYD	32	\$ 165.00	\$ 5,280.00	\$ 99.38	\$ 2,186.36	\$ 130.00	\$ 2,860.00	\$ 98.00	\$ 2,156.00	\$ 185.00	\$ 5,920.00	\$ 116.00	\$ 2,552.00	\$ 165.00	\$ 5,280.00	\$ 125.00	\$ 2,750.00
108C-001	Detachable Warning Surface	SQYD	280	\$ 48.00	\$ 13,440.00	\$ 30.44	\$ 8,523.20	\$ 45.50	\$ 12,740.00	\$ 38.00	\$ 10,640.00	\$ 35.00	\$ 9,800.00	\$ 35.00	\$ 9,800.00	\$ 40.00	\$ 11,200.00	\$ 35.00	\$ 9,800.00
108D-001	Curb Ramp	SQYD	27	\$ 210.00	\$ 5,670.00	\$ 274.39	\$ 7,408.53	\$ 125.00	\$ 3,375.00	\$ 129.00	\$ 3,483.00	\$ 125.00	\$ 3,375.00	\$ 125.00	\$ 3,375.00	\$ 225.00	\$ 6,075.00	\$ 350.00	\$ 9,450.00
102A-001	Minor Structure Concrete	CYD3	1	\$ 2,500.00	\$ 2,500.00	\$ 1,443.68	\$ 1,443.68	\$ 690.50	\$ 690.50	\$ 250.00	\$ 250.00	\$ 2,800.00	\$ 2,800.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 700.00	\$ 700.00
102A-002	14" Wingwall	EA	1	\$ 6,000.00	\$ 6,000.00	\$ 1,455.66	\$ 1,455.66	\$ 1,255.00	\$ 1,255.00	\$ 2,400.00	\$ 2,400.00	\$ 7,200.00	\$ 7,200.00	\$ 2,500.00	\$ 2,500.00	\$ 4,500.00	\$ 4,500.00	\$ 2,500.00	\$ 2,500.00
102A-003	Concrete Gutter	LF	40	\$ 60.00	\$ 2,400.00	\$ 63.93	\$ 2,557.20	\$ 50.00	\$ 2,000.00	\$ 48.00	\$ 1,920.00	\$ 38.00	\$ 1,520.00	\$ 42.00	\$ 1,680.00	\$ 65.00	\$ 2,600.00	\$ 38.00	\$ 1,520.00
045A-001	Manhole Frame and Cover Rest	EA	2	\$ 1,400.00	\$ 2,800.00	\$ 1,153.12	\$ 2,306.24	\$ 1,445.00	\$ 2,890.00	\$ 2,600.00	\$ 5,200.00	\$ 1,500.00	\$ 3,000.00	\$ 2,500.00	\$ 5,000.00	\$ 1,600.00	\$ 3,200.00	\$ 2,400.00	\$ 1,500.00
108A-001	Propel	CYD3	625	\$ 36.00	\$ 22,500.00	\$ 14.33	\$ 8,956.25	\$ 50.00	\$ 31,250.00	\$ 6.50	\$ 4,062.50	\$ 23.00	\$ 14,375.00	\$ 35.00	\$ 21,875.00	\$ 32.00	\$ 20,000.00	\$ 15.00	\$ 9,375.00
108A-002	Gravel Bedding	SQYD	2000	\$ 8.00	\$ 16,000.00	\$ 5.70	\$ 11,400.00	\$ 6.95	\$ 13,900.00	\$ 8.50	\$ 17,000.00	\$ 8.00	\$ 16,000.00	\$ 8.00	\$ 16,000.00	\$ 9.00	\$ 18,000.00	\$ 7.50	\$ 15,000.00
045A-002	SB Frame	LF	1077	\$ 2.54	\$ 2,736.58	\$ 3.10	\$ 3,339.70	\$ 6.25	\$ 6,718.75	\$ 8.50	\$ 9,157.50	\$ 8.00	\$ 8,624.00	\$ 6.50	\$ 7,012.50	\$ 5.00	\$ 5,385.00	\$ 5.00	\$ 5,385.00
045A-003	SB Frame Removal	LF	1077	\$ 0.70	\$ 753.90	\$ 0.50	\$ 538.50	\$ 4.25	\$ 4,541.25	\$ 1.00	\$ 1,077.00	\$ 1.00	\$ 1,077.00	\$ 0.25	\$ 269.25	\$ 1.50	\$ 1,615.50	\$ 1.25	\$ 1,346.25
045A-004	Manhole	LF	400	\$ 4.50	\$ 1,800.00	\$ 4.50	\$ 1,800.00	\$ 12.50	\$ 5,000.00	\$ 20.00	\$ 8,000.00	\$ 12.00	\$ 4,800.00	\$ 8.00	\$ 3,200.00	\$ 9.00	\$ 3,600.00	\$ 7.50	\$ 3,000.00
045A-005	Pre-Cast Concrete Treatment	ACFE	0.25	\$ 3,600.00	\$ 900.00	\$ 279.24	\$ 69.81	\$ 1,575.00	\$ 393.75	\$ 9.04	\$ 0.01	\$ 4,000.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 2,000.00	\$ 500.00	\$ 500.00	\$ 125.00
108A-001	Construction Safety Fence	LF	250	\$ 5.60	\$ 1,400.00	\$ 3.18	\$ 795.00	\$ 3.00	\$ 750.00	\$ 2.00	\$ 500.00	\$ 3.00	\$ 750.00	\$ 6.00	\$ 1,500.00	\$ 10.00	\$ 2,500.00	\$ 3.00	\$ 750.00
080A-001	Geometric Controls	LS	1	\$ 4,000.00	\$ 4,000.00	\$ 8,716.24	\$ 8,716.24	\$ 13,650.00	\$ 13,650.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 4,000.00
708A-001	Traffic Control Markings, Class 2, Type A	SQYD	1000	\$ 5.16	\$ 5,160.00	\$ 5.58	\$ 5,580.00	\$ 6.50	\$ 6,500.00	\$ 5.25	\$ 5,250.00	\$ 6.25	\$ 6,250.00	\$ 7.00	\$ 7,000.00	\$ 5.35	\$ 5,350.00	\$ 6.00	\$ 6,000.00
712A-001	Rebarless Sign Retention	LS	1	\$ 3,000.00	\$ 3,000.00	\$ 167.54	\$ 167.54	\$ 190.00	\$ 190.00	\$ 157.50	\$ 157.50	\$ 190.00	\$ 190.00	\$ 350.00	\$ 350.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00
708C-001	Traffic Control Unit	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 16,146.72	\$ 16,146.72	\$ 19,120.00	\$ 19,120.00	\$ 15,178.75	\$ 15,178.75	\$ 22,625.00	\$ 22,625.00	\$ 20,425.00	\$ 20,425.00	\$ 7,500.00	\$ 7,500.00	\$ 20,347.28	\$ 20,347.28
708B-001	Pole Foundation	EA	1	\$ 7,000.00	\$ 7,000.00	\$ 5,083.09	\$ 5,083.09	\$ 949.75	\$ 949.75	\$ 4,778.39	\$ 4,778.39	\$ 5,690.00	\$ 5,690.00	\$ 6,725.00	\$ 6,725.00	\$ 4,500.00	\$ 4,500.00	\$ 5,461.02	\$ 5,461.02
709A-001	Signal Pole	EA	1	\$ 11,000.00	\$ 11,000.00	\$ 2,689.38	\$ 2,689.38	\$ 9,408.00	\$ 9,408.00	\$ 5,528.17	\$ 5,528.17	\$ 3,010.00	\$ 3,010.00	\$ 3,500.00	\$ 3,500.00	\$ 2,889.34	\$ 2,889.34	\$ 2,889.34	\$ 2,889.34
709B-001	12" Conduit	LF	10	\$ 30.00	\$ 300.00	\$ 47.11	\$ 471.11	\$ 20.00	\$ 200.00	\$ 44.39	\$ 443.90	\$ 53.00	\$ 530.00	\$ 50.00	\$ 500.00	\$ 75.00	\$ 750.00	\$ 50.00	\$ 500.00
709C-001	Posterior Mark	EA	2	\$ 2,750.00	\$ 5,500.00	\$ 1,830.13	\$ 3,660.26	\$ 3,150.00	\$ 6,300.00	\$ 1,720.43	\$ 3,440.86	\$ 2,650.00	\$ 5,300.00	\$ 4,000.00	\$ 8,000.00	\$ 5,000.00	\$ 10,000.00	\$ 3,932.40	\$ 7,864.80
709D-001	Construction Sign	SQYD	346	\$ 18.80	\$ 6,504.80	\$ 5.94	\$ 3,063.24	\$ 10.00	\$ 3,460.00	\$ 9.40	\$ 3,250.40	\$ 10.00	\$ 3,460.00	\$ 10.00	\$ 3,460.00	\$ 9.80	\$ 3,390.80	\$ 10.00	\$ 3,400.00
709E-001	Chamberlain Signs	EA	44	\$ 40.90	\$ 1,799.60	\$ 42.44	\$ 1,867.36	\$ 47.75	\$ 2,101.00	\$ 10.00	\$ 440.00	\$ 47.50	\$ 2,082.50	\$ 38.00	\$ 1,672.00	\$ 55.00	\$ 2,420.00	\$ 45.60	\$ 2,006.40
709F-001	Green (Directional) Sign	EA	44	\$ 15.90	\$ 699.60	\$ 17.87	\$ 786.28	\$ 46.25	\$ 2,035.00	\$ 10.00	\$ 440.00	\$ 20.00	\$ 880.00	\$ 19.00	\$ 836.00	\$ 20.00	\$ 880.00	\$ 19.50	\$ 880.00
709G-001	Barrel, Type I	EA	33	\$ 100.00	\$ 3,300.00	\$ 83.77	\$ 2,764.51	\$ 95.00	\$ 3,135.00	\$ 78.75	\$ 2,615.63	\$ 94.00	\$ 3,162.00	\$ 75.00	\$ 2,475.00	\$ 90.00	\$ 2,970.00	\$ 90.00	\$ 2,970.00
709H-001	Arrow Board	EA	2	\$ 800.00	\$ 1,600.00	\$ 1,200.00	\$ 2,400.00	\$ 2,825.00	\$ 5,650.00	\$ 2,362.50	\$ 4,725.00	\$ 2,813.00	\$ 5,626.00	\$ 2,700.00	\$ 5,400.00	\$ 1,900.00	\$ 3,800.00	\$ 2,700.00	\$ 5,400.00
709I-001	Portable Changeable Message Sign, Type II	EA	2	\$ 1,750.00	\$ 3,500.00	\$ 2,650.00	\$ 5,300.00	\$ 6,592.00	\$ 13,184.00	\$ 5,512.50	\$ 11,025.00	\$ 6,593.00	\$ 13,186.00	\$ 6,150.00	\$ 12,300.00	\$ 8,000.00	\$ 16,000.00	\$ 6,300.00	\$ 12,600.00
CORRECTED TOTAL BID				\$ 329,577.43	\$ 329,577.43	\$ 286,381.21	\$ 286,381.21	\$ 319,971.00	\$ 319,971.00	\$ 253,313.23	\$ 253,313.23	\$ 300,000.00	\$ 300,000.00	\$ 357,217.75	\$ 357,217.75	\$ 289,827.50	\$ 289,827.50	\$ 296,173.40	\$ 296,173.40
SUBMITTED TOTAL BID				\$ 329,583.90	\$ 329,583.90	\$ 286,381.21	\$ 286,381.21	\$ 319,971.00	\$ 319,971.00	\$ 253,313.23	\$ 253,313.23	\$ 300,000.00	\$ 300,000.00	\$ 357,217.75	\$ 357,217.75	\$ 289,827.50	\$ 289,827.50	\$ 296,173.40	\$ 296,173.40

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection by the Evaluation Team for Professional Landscape Architectural and A&E Services for (RFQ PS26-015) for the Flying Creek Nature Preserve Phase II (GOMESA Funded Project No. 2026-PWD 100) and Phase III (South Tract Offroad Bicycling Project No. 2026-PWD 110) to Duplantis Design Group, PC (DDG); and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

23 March 2026

RESOLUTION NO. 5764-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection by the Evaluation Team for Professional Landscape Architectural and A&E Services for (RFQ PS26-015) for the Flying Creek Nature Preserve Phase II (GOMESA Funded Project No. 2026-PWD-100) and Phase III (South Tract Offroad Bicycling Project No. 2026-PWD 110) to Duplantis Design Group, PC (DDG); and hereby authorizes Mayor Sherry Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Booth 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 Southern Engineering Solutions, Inc. for Professional Engineering Services for (RFQ PS26-010) for the New 2.0 Million Gallon Water Tower and 24" Water Main with a contract amount of \$525,000.00 for Preliminary Engineering Design Phase, \$5,000.00 for Bidding or Negotiating Phase, and \$400,000.00 for Construction Engineering & Inspection Phase. Total Not-to-Exceed contract amount of \$930,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5765-26

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 Southern Engineering Solutions, Inc. for Professional Engineering Services for (RFQ PS26-010) for the New 2.0 Million Gallon Water Tower and 24" Water Main with a contract amount of \$525,000.00 for Preliminary Engineering Design Phase, \$5,000.00 for Bidding or Negotiating Phase, and \$400,000.00 for Construction Engineering & Inspection Phase. Total Not-to-Exceed contract amount of \$930,000.00.

DULY ADOPTED THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2026

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 26-025-2026-WAT-004) to GMC Underground for AL-181 6-In. Water Main Replacement from County Road 34 to Stone Creek Drive with a bid proposal not-to-exceed \$455,573.50. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

RESOLUTION NO. 5766-26

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 (Bid No. 26-025-2026-WAT-004) Water Main Replacement from CR-34 to Stone Creek Drive for the Water/Wastewater Department.

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

Please see attached Bid Tabulation for
Water Main Replacement
from CR-34 to Stone Creek Drive

[3] After evaluating bid proposals with required bid specifications, GMC Underground, with a bid proposal not-to-exceed \$455,573.50, is now awarded the bid Water Main Replacement from CR-34 to Stone Creek Drive for the Water/Wastewater Department.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2026

City of Fairhope Bid Tabulation
 Bid 26-025-2026-WAT-004 AL-181 6" Water Main Replacement from CR-34 to Stone Creek Dr.
 Opened March 3, 2026 at 2:00 P.M.

				Equix Energy Services, LLC		GMC Underground		UnderGround, Inc.	
Bid Documents Signed / Notarized (Y/N)				Y		Y		Y	
Bid Bond (Y/N)				Y		Y		Y	
Addendum I (Y/N)				Y		Y		Y	
PAY ITEM NO.	EST QTY.	UNIT	Description	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	1000	SF	219C Filter Blanket, Geotextile	\$10.00	\$10,000.00	\$2.00	\$2,000.00	\$2.50	\$2,500.00
2	1	Lump Sum	260A Cement Mortar Flowable Backfill, Mix 4	\$10,000.00	\$10,000.00	\$15,000.00	\$15,000.00	\$25,000.00	\$25,000.00
3	1	Each	600A Mobilization (Limited to 10% to Total Contract Price)	\$43,600.00	\$43,600.00	\$30,000.00	\$30,000.00	\$46,000.00	\$46,000.00
4	100	SF	301A Crushed Aggregate Base Course, Type B, Plant Mixed, 12" Thick	\$65.00	\$6,500.00	\$20.00	\$2,000.00	\$55.00	\$5,500.00
5	500	TON	430B Temporary ALDOT #1 Stone	\$45.00	\$22,500.00	\$96.00	\$48,000.00	\$10.00	\$5,000.00
6	50	SY	Planing Existing Pavement (Approximately 1.0" thru 2.0" Thick)	\$30.00	\$1,500.00	\$30.00	\$1,500.00	\$55.00	\$2,750.00
7	33	TON	424A Superpave Bituminous Concrete Wearing Surface Layer, 165 lbs/SY - 3/4" Maximum Aggregate Size Mix, ESAL Range C/D - per ton	\$405.00	\$13,365.00	\$279.50	\$9,223.50	\$100.00	\$3,300.00
8	100	TON	424B Superpave Bituminous Concrete Binder Layer, 240 Lbs/SY - 1" Maximum Aggregate Size Mix, ESAL Range C/D - per ton	\$220.00	\$22,000.00	\$273.00	\$27,300.00	\$100.00	\$10,000.00
9	300	LF	637A Fence Rest (All types)	\$30.00	\$9,000.00	\$1.00	\$300.00	\$5.00	\$1,500.00
10	500	LB	641C Ductile Iron Fittings	\$20.00	\$10,000.00	\$10.00	\$5,000.00	\$13.00	\$6,500.00
11	15	Each	641M Retainer Gland including Bolts and Gaskets	\$750.00	\$11,250.00	\$120.00	\$1,800.00	\$250.00	\$3,750.00
12	2300	LF	641U 6" DIPS HDPE PE4710 DR11 Water Main Directionally Drilled	\$65.00	\$149,500.00	\$48.00	\$110,400.00	\$87.50	\$201,250.00
13	4	Each	641U1 6" x6" DIPS Butt Fusion x MJ Adapter w/ Stainless Stiffener	\$750.00	\$3,000.00	\$750.00	\$3,000.00	\$500.00	\$2,000.00
14	1	Each	641U2 6"x2" Nylon Coated Ductile Iron Service Saddle w/ SS Double Strap & Neoprene Gasket	\$900.00	\$900.00	\$1,200.00	\$1,200.00	\$4,500.00	\$4,500.00
15	1	Each	641U3 6"x1" Nylon Coated Ductile Iron Service Saddle w/ SS Double Strap & Neoprene Gasket	\$700.00	\$700.00	\$1,200.00	\$1,200.00	\$3,000.00	\$3,000.00
16	5	Each	641U4 6"x3/4" Nylon Coated Ductile Iron Service Saddle w/ SS Double Strap & Neoprene Gasket	\$650.00	\$3,250.00	\$900.00	\$4,500.00	\$2,500.00	\$12,500.00
17	200	LF	641U5 6" Pressure Class 350 DI Main Laid	\$60.00	\$12,000.00	\$50.00	\$10,000.00	\$110.00	\$22,000.00
18	2	Each	641U6 6" Insertion Valve	\$12,500.00	\$25,000.00	\$12,000.00	\$24,000.00	\$8,500.00	\$17,000.00
19	1	Each	641U7 6" Meter and Box Relocation	\$15,000.00	\$15,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00

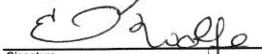
20	3	Each	641U8 6" Gate Valve with Stem Extension and Box	\$1,500.00	\$4,500.00	\$1,950.00	\$5,850.00	\$4,900.00	\$14,700.00
21	2	Each	641U9 Fire Hydrant (Complete with Riser and Shoe)	\$10,000.00	\$20,000.00	\$7,000.00	\$14,000.00	\$8,500.00	\$17,000.00
22	5	Each	641U10 Extend and Reconnect 3/4" Water Service Line (Includes connection fittings and necessary piping)	\$1,900.00	\$9,500.00	\$2,000.00	\$10,000.00	\$4,700.00	\$23,500.00
23	1	Each	641U11 Extend and Reconnect 1" Water Service Line (Includes connection fittings and necessary piping)	\$2,150.00	\$2,150.00	\$2,000.00	\$2,000.00	\$4,200.00	\$4,200.00
24	1	Each	641U12 Extend and Reconnect 2" Water Main (Includes connection fittings and necessary piping)	\$2,650.00	\$2,650.00	\$6,500.00	\$6,500.00	\$6,300.00	\$6,300.00
25	100	C Y	650A Topsoil (Truckbed Measurement)	\$45.00	\$4,500.00	\$80.00	\$8,000.00	\$75.00	\$7,500.00
26	500	SY	654A Solid Sodding	\$20.00	\$10,000.00	\$10.00	\$5,000.00	\$20.00	\$10,000.00
27	2	Acre	665A Temporary Seeding	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00
28	2	Acre	665B Temporary Mulching	\$2,000.00	\$4,000.00	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00*
29	40	LF	665C 24" Temporary Piping	\$250.00	\$10,000.00	\$100.00	\$4,000.00	\$125.00	\$5,000.00
30	300	LF	665J Silt Fence (Installation and Removal)	\$12.00	\$3,600.00	\$8.00	\$2,400.00	\$5.00	\$1,500.00
31	300	LF	665Q Wattle (Installation and Removal)	\$8.00	\$2,400.00	\$8.00	\$2,400.00	\$10.00	\$3,000.00
32	1	Lump Sum	Temporary Traffic Control	\$10,000.00	\$10,000.00	\$35,000.00	\$35,000.00	\$15,000.00	\$15,000.00
33	1	Each	Additional Items to be Utilized at the Direction of the Engineer	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
Total Base Bid (Items 1 -34)					\$506,365.00		\$455,673.50		\$544,750.00*

* Corrected Arithmetic

Recommendation:

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


 Signature
 Noel Berry, PE, Utilities Engineer


 Signature
 Erin Wolfe, Procurement and Contracts Manager

23 March 2026

Councilmember Booth introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 26-028-2025-PUS-014) to Criswell Contracting Services, LLC. for Installation of 12 New Lift Station Bypass Pumps with a bid proposal not-to-exceed \$589,595.60; and authorize the Treasurer to transfer \$289,595.60 from General Lift Stations Improvements project to 12 Bypass pump installation project. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5767-26

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 (Bid No. 26-028-2025-PUS-014) Installation of 12 New Lift Station Bypass Pumps for the Water/Wastewater Department.

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

Please see attached Bid Tabulation for
Installation of 12 New Lift Station Bypass Pumps

[3] After evaluating bid proposals with required bid specifications, Criswell Contracting Services, LL, with a bid proposal not-to-exceed \$589,595.60, is now awarded the bid for Installation of 12 New Lift Station Bypass Pumps for the Water/Wastewater Department; and authorizes the Treasurer to transfer \$289,595.60 from General Lift Stations Improvements project to 12 Bypass Pump Installation project.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2026

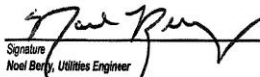
City of Fairhope Bid Tabulation
 Bid 26-026-2026-PUS-014 Installation of Twelve (12) New Lift Station Bypass Pumps
 Opened Bid; March 12th, 2026 3:00 P.M.

				Balicon, Inc.	Construction Labor Services, Inc.	Criswell Contracting Services, LLC.	Hughes 360 Services, LLC.	Kelley's Welding & Excavation, Inc.
Bid Documents Signed / Notarized (Y/N)				Y	Y	Y	Y	Y
Bid Bond (Y/N)				Y	Y	Y	Y	Y
Addendum (I,II,IV) (Y/N)				Y	Y	Y	Y	Y
PAY ITEM	Description		ESTIMATED QUANTITY	UNIT COST	UNIT COST	UNIT COST		UNIT COST
1	Mobilization (Limited to 12% of the Total Contract Price)	LUMP SUM	1	\$24,000.00	\$80,000.00	\$12,000.00	\$40,000.00	\$47,190.48
2	Bypass Pump Site 1- Intermediate Lift Station	LUMP SUM	1	\$61,335.00	\$46,500.00	\$44,096.00	\$38,000.00	\$56,178.88
3	Bypass Pump Site 2 - Thompson Hall Lift Station	LUMP SUM	1	\$64,972.00	\$45,750.00	\$34,674.00	\$38,000.00	\$54,353.85
4	Bypass Pump Site 3 - Lakewood Lift Station	LUMP SUM	1	\$59,835.00	\$40,900.00	\$28,188.00	\$46,500.00	\$57,038.00
5	Bypass Pump 4- Carmel Square Lift Station	LUMP SUM	1	\$94,588.00	\$59,500.00	\$59,614.00	\$50,000.00	\$76,542.14
6	Bypass Pump Site 5- Magnolia Beach Condominiums Lift Station	LUMP SUM	1	\$91,651.00	\$58,000.00	\$61,478.00	\$42,000.00	\$66,680.03
7	Bypass Pump Site 6 - Rock Creek 1 Lift Station	LUMP SUM	1	\$94,879.00	\$62,650.00	\$64,068.00	\$46,000.00	\$72,202.50
8	Bypass Pump Site 7- Baldwin One Lift Station	LUMP SUM	1	\$93,778.00	\$42,500.00	\$39,946.00	\$55,000.00	\$73,385.18
9	Bypass Pump Site 8 - Valley Lift Station	LUMP SUM	1	\$64,358.00	\$47,000.00	\$35,404.00	\$48,000.00	\$52,152.53
10	Bypass Pump Site 9 - Pier Lift Station	LUMP SUM	1	\$61,864.00	\$50,350.00	\$40,555.00	\$50,000.00	\$55,908.30
11	Bypass Pump Site 10 - North Mobile Street Lift Station	LUMP SUM	1	\$63,464.00	\$47,000.00	\$38,558.00	\$49,000.00	\$52,102.53
12	Bypass Pump Site 11- Quail Creek Lift Station	LUMP SUM	1	\$61,488.00	\$48,000.00	\$37,760.00	\$43,000.00	\$51,688.46
13	Bypass Pump Site 12 - The Woodlands Lift Station	LUMP SUM	1	\$68,154.00	\$48,500.00	\$39,657.00	\$54,375.00	\$50,196.00
TOTAL PROJECT COST (PAY ITEMS 1-13)				\$904,164.00	\$676,650.00	\$535,986.00	\$599,875.00	\$764,318.88
14	10% Contingency - Items to be Utilized at the Discretion of the Engineer			\$90,416.40*	\$67,665.00	\$53,598.60	\$59,987.50	\$76,431.89
TOTAL PROJECT COST (PAY ITEMS 1-13) PLUS CONTINGENCY (PAY ITEM 14)				\$994,580.40*	\$744,315.00	\$589,584.60	\$659,862.50	\$840,750.77

* Pay Item 14 10% Contingency was omitted from Bid Response Form

Recommendation:

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


 Signature
 Noel Berry, Utilities Engineer


 Signature
 Erin Wolfe, Purchasing Manager

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 26-026-2026-WAT-002) to Ferguson Waterworks for Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement with a bid proposal not-to-exceed \$297,978.80. Seconded by Councilmember Gammon, motion passed unanimously by voice vote.

23 March 2026

RESOLUTION NO. 5768-26

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 (Bid No. 26-026-2026-WAT-002) Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement for the Water/Wastewater Department.

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

Please see attached Bid Tabulation for
Ductile Iron Pipe for CR-32 Lone Oak Farms
Cost Sharing Agreement

[3] After evaluating bid proposals with required bid specifications, Ferguson Waterworks with a bid proposal not-to-exceed \$297,978.80, is now awarded the bid Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement for the Water/Wastewater Department.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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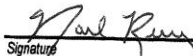
23 March 2026

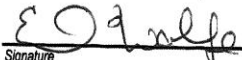
City of Fairhope Bid Tabulation
 Bid 26-026-2026-WAT-002 Ductile Iron Pipe for CR-32 Lone Oak Farms Cost Sharing Agreement
 Opened March 10, 2026 at 2:00 P.M.

				Consolidated Pipe & Supply Co., Inc.		Core & Main, LP		Ferguson Waterworks		Empire Pipe and Supply, Inc.	
Bid Documents Signed / Notarized (Y/N)				Y / N		Y / Y		Y / Y		Non-Responsive	
Bid Bond (Y/N)				Y		Y		Y			
PAY ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	100	LF	8" Pressure Class 350 DI (Materials, Shipping & Handling Only)	\$35.25	\$3,525.00	\$34.55	\$3,455.00	\$35.21	\$3,521.00		
2	5,460	LF	12" Pressure Class 350 DI (Materials, Shipping & Handling Only)	\$54.47	\$297,406.20	\$57.90	\$316,134.00	\$53.93	\$294,457.80		
			Total Base Bid:			\$300,931.20		\$319,589.00		\$297,978.80	

Recommendation:

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


 Signature
 Noel Berry, P.E., Utilities Engineer


 Signature
 Erin Wolfe, Purchasing Manager

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a Contract Amendment No. 2 with PipeSuite, A Division of Payne Management, Inc. for Professional Consulting Services (RFQ PS24-023) with a not-to-exceed amount of \$480.00. The new contract total will be \$63,720.00. Authorize Treasurer to transfer \$31,860.00 from System Improvements to Gas Professional Services for the remaining 6 months expense in the FY2026 Budget. Seconded by Councilmember Gammon, motion passed unanimously by voice vote.

23 March 2026

RESOLUTION NO. 5769-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute a Contract Amendment No. 2 with PipeSuite, A Division of Payne Management, Inc. for Professional Consulting Services (RFQ PS24-023) with a not-to-exceed amount of \$480.00. The new contract total will be \$63,720.00. Authorize Treasurer to transfer \$31,860.00 from 002-59500 (System Improvements) to 002-50290 (Gas Professional Services) for the remaining 6 months expense in the FY2026 Budget.

DULY ADOPTED THIS 23RD DAY OF MARCH 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to authorize the Treasurer to complete a FY2026 Budget transfer for the Recreation Department for Temporary Labor in the amount of \$6,500.00 from 001250-50040 Salaries to 001250-50245 Temporary Labor. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

RESOLUTION NO. 5770-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, To authorize the Treasurer to complete a FY2026 Budget transfer for the Recreation Department for Temporary Labor in the amount of \$6,500.00 from 001250-50040 Salaries to 001250-50245 Temporary Labor.

DULY ADOPTED THIS 23RD DAY OF MARCH 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2026

Councilmember Booth introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 26-029-2026-GLF-020) to Sur-Line Turf, Inc. for Renovation of 11 Golf Course Putting Greens at Quail Creek with a bid proposal not-to-exceed \$198,750.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5771-26

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 (Bid No. 26-029-2026-GLF-020) for Renovation of 11 Golf Course Putting Greens at Quail Creek for the Recreation Department.

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

Sur-Line Turf, Inc. \$198,750.00
Quail Creek Golf Course

[3] After evaluating the bid proposal with required bid specifications, Sur-Line Turf, Inc., with a bid proposal not-to-exceed \$198,750.00, is now awarded the bid Renovation of 11 Golf Course Putting Greens at Quail Creek for the Recreation Department.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
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 to award (Bid No. 26-030-2026-REC-100) to SiteOne Landscape Supply for Barnwell Youth Football Fields – Irrigation Materials with a bid proposal not-to-exceed \$7,889.79. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

23 March 2026

RESOLUTION NO. 5772-26

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 (Bid No. 26-030-2026-REC-100) for Barnwell Youth Football Fields – Irrigation Materials for the Recreation Department.

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

Please see attached Bid Tabulation for
Barnwell Youth Football Fields - Irrigation Materials
for the Recreation Department

[3] After evaluating bid proposals with required bid specifications, SiteOne Landscape Supply, with a bid proposal not-to-exceed \$7,889.79 with estimated delivery date for materials 2 to 5 days ARO (After Receipt of Order), is now awarded the bid Barnwell Youth Football Fields – Irrigation Materials for the Recreation Department.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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23 March 2026

City of Fairhope Bid Tabulation
 Bid 26-030-2026-REC-100 Barnwell Youth Football Fields- Irrigation Materials
 Opened March 4, 2026 at 2:00 P.M.

Bid Documents Signed/ Notorized Y/N				Leggett Family Enterprises, LLC		SiteOne Landscape Supply	
Addendum 1 (Y/N)				Y		Y	
				N		Y	
UNIT	Description	Unit Of Measure	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost
1	Rain Bird Falcon 6504 Full-Circle Rotor 4 in. Riser w/ SAM Check Valve	Each	60	\$53.58	\$3,214.80	\$34.90	\$2,093.84
2	Sch 40 PVC 90 Degree Elbow 2 in. Socket	Each	40	\$2.35	\$94.00	\$2.40	\$96.00
3	Sch 40 PVC Tee 2 in. Socket	Each	40	\$2.92	\$116.80	\$2.96	\$118.40
4	Sch 40 PVC Reducer Bushing Flush Style 2 in. x 1-1/2 in. Spigot x Socket	Each	15	\$1.77	\$26.55	\$1.83	\$27.45
5	Sch 40 PVC Reducing Tee 2 in. x 1-1/2 in. Socket x FIPT	Each	30	\$3.11	\$93.30	\$3.40	\$101.85
6	Rain Bird PGA PVC and Glass-Filled Nylon Globe/Angle Valve 2 in. FIPT	Each	16	\$136.25	\$2,180.00	\$82.68	\$1,322.88
7	American Granby Ball Valve Slip 150 PSI 2 in. PVC w/EPDM Seats	Each	16	\$12.13	\$194.08	\$11.75	\$188.00
8	Sch 40 PVC Male Adapter 2 in. MIPT x Socket	Each	30	\$1.51	\$45.30	\$1.58	\$47.40
9	Multi Conductor Wire Black 18 Gauge 6 Conductor	250 feet	1000 feet	\$0.51	\$2.04*	\$90.00	\$360.00
10	Pro-Trade Blue Hot PVC Cement Low VOC Med. Body	Quart	8	\$40.27	\$322.16	\$22.83	\$182.60
11	Spears Low VOC Primer PRIMER21-68 Clear NSF	Quart	8	\$31.54	\$252.32	\$23.49	\$187.93
12	Pro-Trade Black/Gray Wire Connector	20pc Bag	3	\$27.04	\$81.12	\$15.37	\$46.12
13	King Innovations PTFE Teflon Thread Seal Tape 3/4-in. x 520 in. Durable Polytetrafluoroethylene Material (Ideal for plumbing and HVAC applications)	3/4-in. x 520in. roll	5	\$2.76	\$13.80	\$1.95	\$9.75
14	Sch 40 PVC 90 Degree Reducing Elbow 1-1/2 in. x 1 in. Socket x FIPT	Each	16	\$3.92	\$62.72	\$3.24	\$51.76
15	Rain Bird TSJ PVC Turf Swing Joint 1 in. x 12 in. MIPT	Each	40	\$31.83	\$1,273.20	\$21.09	\$843.76
16	Rain Bird ESP-Me Smart Controller LNK WIFI 4 Station Modular Not Included	Each	4	\$176.87	\$707.48	\$123.05	\$492.21
17	Rain Bird Expansion Module ESPSM6 6 Station	Each	4	\$109.41	\$437.64	\$68.84	\$275.34
18	PVC Pipe 2 in. x 20 ft. SDR-21 (CL 200) Bell End	2 in. x 20ft	2000 feet	\$0.78	\$78.00*	\$11.30	\$1,130.00
19	PVC Pipe 1-1/2 in. x 20 ft. SDR-21 (CL 200) Bell End	1-1/2 in. x 20 ft	800 feet	\$0.58	\$23.20*	\$7.88	\$314.40
Total (Lines 1-19)				\$9,115.27		\$7,889.79	
Estimated Delivery Date for Materials				2-3 day notice		2 to 5 days ARO	

*Arithmetic Corrected

Recommendation:

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

Signature
 Pat White, Director of Parks & Recreation

Signature
 Erin Wolfe, Procurement & Contracts Manager

23 March 2026

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 26-031-2026-REC-100) to Woerner Farms, LLC for Barnwell Youth Football Fields – TifTuf Bermuda Grass with a bid proposal not-to-exceed \$41,022.00. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

RESOLUTION NO. 5773-26

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 (Bid No. 26-031-2026-REC-100) to Woerner Farms, LLC for Barnwell Youth Football Fields – TifTuf Bermuda Grass for the Recreation Department.

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

Woerner Farms, LLC
(360) 39-Yard Rolls at \$113.95 per roll
Total cost of \$41,022.00

[3] After evaluating bid proposals with required bid specifications, Woerner Farms, LLC, with a bid proposal not-to-exceed \$41,022.00, is now awarded the bid Barnwell Youth Football Fields – TifTuf Bermuda Grass for the Recreation Department.

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

23 March 2026

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute a contract with VITALExam, LLC to perform NFPA 1580-compliant physical examinations and testing of Fairhope Volunteer Fire Department volunteer firefighters and employees for a not-to-exceed cost of \$33,000.00. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51(3). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5774-26

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 VITALExam, LLC to perform NFPA 1580-compliant physical examinations and testing of Fairhope Volunteer Fire Department volunteer firefighters and employees for a not-to-exceed cost of \$33,000.00. These services are exempt pursuant to Code of Alabama 1975, Section 41-16-51(3).

ADOPTED ON THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Booth introduced in writing, and moved for the adoption of the following resolution, a resolution that certain items are declared surplus, and the Mayor and the City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the three methods listed on the resolution. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

23 March 2026

RESOLUTION NO. 5775-26

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

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

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

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

[SEE ATTACHED LIST OF EQUIPMENT]

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

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

ADOPTED AND APPROVED THIS 23RD DAY OF MARCH, 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

23 March 2026

PROPOSED ASSET LIQUIDATION LIST (created 2/13/26)

Asset# 01216, 1989 INTERNATIONAL S1600, VIN# 1HTLAZPM1KH638515 – Elect Dept

Asset# 01263, 2011 JOHN DEERE 7700 PRECISION CUT FAIRWAY MOWER – Rec Dept

Asset# 03432, 2016 SCAG 48" VELOCITY WALK BEHIND MOWER – Landscaping Dept

Asset# 03428, 2019 FREIGHTLINER M2-106, VIN# 1FVACXFE6KHKP1483 – Sanitation Dept

Asset# 01159, 2015 FREIGHTLINER SD114, VIN# 1FVAG3CY7GHHB2975 – Sanitation Dept

UNNUMBERED ASSET:

Breathing air compressor from Fire Station 1

PECAN BUILDING ITEMS:

Exercise Machines – 3 Treadmills, 1 Stationary Bike, 1 Arm Machine

Info Tech – 3 Pallets of retired equipment

Mechanic Shop – 2 Drum Holders, Portable Welder, Parts Washer

PD – 3 Pallets of retired vehicle equipment, 12 vehicle middle bench seats

Portable Equipment (unknown dept) – pallet of broken saws, portable air compressor

Pallet of 3D Printers (9) – unknown dept

3 Bench Seats from E350 Van – Sanitation Dept?

Organ from Nix Center

Councilmember Gammon moved to grant the request of Friends of the Halstead, Inc. requesting permission to close roads from School Street between Morphy to Fairhope Avenue, from 6:00 a.m. until midnight for two concerts at the Halstead Amphitheater on March 27, 2026, and May 29, 2026; and the use of parking spots on the west side of School St. from Morphy to the college gravel parking lot with no parking after 8:00 a.m. for the remaining two concerts on April 17, 2026, and May 15, 2026; and request the City of Fairhope provide twenty (20) garbage cans with lids for each concert, ten (10) recycling cans; and one (1) trailer of metal barricades, approximately eighty (80) total for each concert to ensure cleanliness and safety. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

23 March 2026

Chris Morrison, CEO of Performance Regattas, addressed the City Council regarding Agenda Item No. 31: and briefly explained the two events for the high-performance foiling boat races. He said this will be a fan-first, media-optimized sail racing league and briefly went over the itinerary for both events. Councilmember Burrell said he had no issues with the race or use of the beach. Council President Conyers said we could use April as a test; and mentioned the resolution adopted regarding no more parades, races, etc. Mayor Sullivan stated we need a Certificate of Insurance for this event. Councilmember Robinson agreed that April should be a trial run; and then decide whether or not to have the second event. Councilmember Booth said we need to keep the ebb and flow.

Councilmember Robinson moved to grant the request of Chris Morrison, CEO of Performance Regattas, LLC requesting permission to hold the first event: Setup and practice from April 6, 2026 through April 9, 2026; and Racing from April 10, 2026 through April 12, 2026 with fee \$500.00 each day, certificate of insurance naming the City of Fairhope as additional insured, and use of beach as shown as a trial run. See Memorandum and Letter for complete list of requests. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Councilmember Booth moved to grant the request of Memorie Martinez, Event Coordinator, on behalf of the Fairhope Rotary Club Foundation requesting approval of the "Fairhope Rotary Club Steak Cook-Off" on May 9, 2026, for street closures on Bancroft Street, between Fairhope Avenue and Morphy Avenue, and Johnson Avenue between Section Street and Bancroft Street; event from 12:00 p.m. to midnight; and approval to allow alcohol on City streets contingent upon ABC License. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Councilmember Booth moved to grant the request of Xinyue Pan, Alexandria Cumbie, and Emerson Chrinios Bardales (Fairhope High School Students participating in the International Baccalaureate Program) requesting permission to use the Fairhope Community Park for their CAS Project which will be a Bake Sale on Saturdays from April 4, 2026 through May 16, 2026 from 3:00 p.m. to 5:00 p.m. with proceeds donated to Prodissee Pantry. Seconded by Councilmember Robinson, motion passed by the following voice votes: AYE – Burrell, Conyers, Robinson, and Booth. NAY - None. ABSTAIN – Gammon. Two of the FHS students, Xinyue Pan and Emerson Chrinios Bardales, addressed the City Council to explain the project and to answer any questions if needed.

Councilmember Robinson moved to reappoint Nigel Temple to the Fairhope Environmental Advisory Board for a four-year term which will expire January 2030. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

23 March 2026

City Council reviewed an application for a Restaurant Liquor License by Charles Mereday, C&B 61 LLC, d/b/a Atticus, 61 N. Section St., Fairhope, AL 36532. Councilmember Booth moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

City Council reviewed an application for a Beer/Wine Off Premises License by Manning, Inc., d/b/a Apple Market, located at 187 Baldwin Square, Fairhope, Alabama 36532. Councilmember Robinson moved to approve the issuance of the license. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

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

- 1) Domenick Risola and Helen Cain from Adventure Calls addressed the City Council regarding "Return of the Grand." Mobile Baykeepers will be their partner. The run will be held on the Eastern Shore Trail (four miles). The Blind Tiger is on board and will be catering the food.

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 § 36-25A-7(a)(3) to discuss pending and potential litigation. The approximate time to be in Executive Session is 30 minutes. Councilmember Burrell moved to go into Executive Session. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Exited the dais at 7:52 p.m. Returned at 8:15 p.m.

Council President Conyers said there was a need to add a resolution to the agenda. He read the resolution in its entirety: Be it resolved by the Governing Body of the city of Fairhope, Alabama, as follows: That the City Council hereby authorizes the City Engineer to send a notice to terminate the contract with M&N of Alabama, LLC (Bid No. 26-010-2025-PWI-013 for Maintenance Dredging of Fly Creek) pursuant to Section 6. "Termination of Agreement" a. "Termination for Default," which allows for the City to terminate the contract; and authorizes the Mayor to make claim against the Surety ("Calling the Bond") to intercede to complete the project per the Contract Terms, Conditions, Plans and Specifications.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to terminate the contract with M&N of Alabama, LLC (Bid No. 26-010-2025-PWI-013 for Maintenance Dredging of Fly Creek) pursuant to Section 6. "Termination of Agreement" listed in the contract. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

23 March 2026

RESOLUTION NO. 5776-26

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

[1] That the City Council hereby authorizes the City Engineer to send a notice to terminate the contract with M&N of Alabama, LLC (Bid No. 26-010-2025-PWI-013 for Maintenance Dredging of Fly Creek) pursuant to Section 6. "Termination of Agreement" a. "Termination for Default," which allows for the City to terminate the contract; and authorizes the Mayor to make claim against the Surety ("Calling the Bond") to intercede to complete the project per the Contract Terms, Conditions, Plans and Specifications.

ADOPTED ON THIS 23RD DAY OF MARCH 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:16 p.m.

James Reid Conyers, Jr., Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA)(
 :
COUNTY OF BALDWIN)(

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 23 March 2026.

Present were Council President Jimmy Conyers, Councilmembers: Jack Burrell, Joshua Gammon (arrived at 4:53 p.m.), Jay Robinson, and Andrea Booth, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

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

The following topics were discussed:

- The first item on the Agenda was the Presentation 3 Mill for Fairhope High School by Principal Jon Cardwell. The Power Point Presentation is titled “Fairhope High School Provide Hope and Opportunity” and “Fairhope High School 3-Mill Impacts.” (See attached Power Point) Mr. Cardwell also handed out to the City Council the Funding Requests from Fairhope High School to the Fairhope Public Schools Commission for the 2026 – 2027 school year. (See attached handout) Mr. Cardwell thanked the City Council for their support and for the 3-Mill Tax.
- The Presentation 3 Mill for Fairhope East Elementary School by Principal Christina Stacey was next on the Agenda. She handed out a document titled "Excellence in Every Lesson" to the City Council. Ms. Stacey said they use the funds for Interventionist; and the school has four full-time and four part-time. She said they have a STEAM lab which is certified and an ESL Program. Ms. Stacey commented this is a Team effort. (See attached handout)
- The next item on the Agenda was the Discussion of the E-Bike Ordinance by Police Chief Stephanie Hollinghead. She said the proposed ordinance allows for fines and e-bikes to be towed. Chief Hollinghead said if the e-bike gets towed; then we can educate parents when they pick up the e-bike. She said our School Resource Officers can educate the students in our schools on e-bikes and the ordinance. Councilmember Robinson commented that students do not know the rules. Chief Hollinghead asked the City Council to look at the proposed ordinance; and she would have it on the next Agenda.
- The Discussion of the Potential Living Shoreline on the South End of the Beach Front Park was handled by City Engineer Richard Johnson on behalf of Lee Turner, Fairhope Single Tax Corporation's President. He said this would be an engineered beach with vegetation and possibly an oyster bed. Mr. Johnson said this would be a demonstration site. (See attached handout) Councilmember Burrell questioned maintenance, State riparian rights, and fertilizer for grass. Mr. Johnson said there will be a little maintenance and no State rights needed since nothing is being built on the water. Interim Public Works Director John Thomas stated that grass is not fertilized.

Monday, 23 March 2026

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- Mayor Sullivan commented that this will be a great partnership with Fairhope Single Tax Corporation along with the Pelican's Nest and Flying Creek Nature Preserve. She mentioned the Joe Faust Tax Credits for a Living Shore.
- Councilmember Burrell gave an update on the Airport Authority and funds needed for the road on the west side of the airport.
- Councilmember Robinson gave an update on the Fairhope Historic Preservation Commission. He said the proposed ordinance amendment for Certified Local Government designation will be on the April 13, 2026 Work Session; and if approved, will be on the next City Council meeting. He also gave an update on the Recreation Board regarding to recommend to the City Council to accept the most recent Phase One recommendations from Gonzalez-Strength & Associates as the final requirements of the contract with the City of Fairhope.
- Councilmember Booth gave an update on the Pedestrian and Bicycle Committee and the e-bike ordinance. She commented about the Arts and Crafts Festival, and said it was a great weekend.
- Council President Conyers said the Personnel Board meeting was cancelled and gave an update on the Parking Authority and the parking garage.
- Water and Wastewater Superintendent Daryl Morefield addressed the City Council regarding Agenda Items No. 19, No. 20, No. 21, and No. 22; and answered any questions if needed. Council President Conyers thanked Councilmember Burrell and the City Council for pushing back on Agenda Item No. 19. Mayor Sullivan mentioned that the total amount includes Design and CE&I.
- City Engineer Richard Johnson addressed the City Council regarding Agenda Items No. 15, No. 16, No. 17, and No. 18; and answered any questions if needed.
- Electric Superintendent Ben Patterson addressed the City Council regarding Agenda Items No. 13 and No. 14; and answered any questions if needed.
- City Treasurer Kim Creech addressed the City Council regarding Agenda Item No. 13; and answered any questions if needed. She said that the City will provide the materials with a cost not-to-exceed \$15,500.00. She said the audit is complete; and we will need to extend the \$25 million dollars with Webber since note is coming dues; and will reach out to PNC and Truist for quotes too.
- Fire Chief Chris Ellis addressed the City Council and gave an update on the "Hands on Training" at the new facility. He said there were 75 students that attended the training. He announced on April 18, 2026 there will be an Open House from 10:00 a.m. to 2:00 p.m. at the new training facility along with tours. Chief Ellis addressed Agenda Item No. 28; and answered any questions if needed.
- Recreation Director Pat White addressed the City Council regarding Agenda Items No. 24, No. 25, No. 26, and No. 27; and answered any questions if needed.
- Interim Public Works Director John Thomas Agenda Item No. 29; and answered any questions if needed.

Monday, 23 March 2026

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- IT Director Jeff Montgomery addressed the City Council regarding Agenda Items No. 11 and No. 12; and answered any questions if needed. City Attorney McDowell explained that the company is limiting liability to the amount of the contract which is only \$75,000.00. Councilmember Burrell questioned why liability is so low. Councilmember Robinson said this is not unusual for contracts like this; and cyber insurance should handle it.
- Gas Superintendent Wes Boyett addressed the City Council regarding Agenda Item No. 23; and answered any questions if needed.
- Planning and Zoning Director Hunter Simmons addressed the City Council regarding Agenda Items No. 9 and No. 10; and answered any questions if needed.
- Chris Morrison, CEO of Performance Regattas, LLC, addressed the City Council regarding Agenda Item No. 31; and answered any questions if needed. He said this is a spectator sport with low impact to the beach. The consensus of the City Council was to vote on the first race and adjust if necessary.

Community Affairs Director Paige Crawford addressed the City Council regarding Agenda Item No. 31. She stated the beach rental is not for this beach, parking is prime in this area, and they will need overnight security from the Fairhope Police Department.

There being no further business to come before the City Council, the meeting was duly adjourned at 6:00 p.m.

James Reid Conyers, Jr.
Council President

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-808

FROM:	Stephanie Hollinghead, Chief of Police
SUBJECT:	An Ordinance amending the City of Fairhope Code of Ordinances, Chapter 20, Traffic, Article I. In General: Operation of Mobility Devices.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

That the City Council adopts the Ordinance.

BACKGROUND INFORMATION:

WHEREAS, in recent years the number of mobility devices, many with electric-driven power assistance, has increased dramatically, both because of personal ownership and the number of rentals; and

WHEREAS, the City Council of Fairhope finds that the unsafe operation of regulated mobility devices on all public property and private property open to the public for pedestrian and bicycle travel poses a significant risk to the safety and welfare of persons, pedestrians, motorists, and children throughout the City; and

WHEREAS, the purpose of this Ordinance is to implement reasonable regulations on the operation and use of these types of mobility devices pursuant to the City's police power to protect the public health, safety, and welfare, to better promote the safe use and operation of regulated mobility devices, to prevent vehicular and pedestrian conflicts and other traffic hazards, to prevent hazards to public safety, and to enhance pedestrian and motorist safety.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY OF FAIRHOPE
CODE OF ORDINANCES, CHAPTER 20, TRAFFIC, ARTICLE I.
IN GENERAL: OPERATION OF MOBILITY DEVICES**

WHEREAS, in recent years the number of mobility devices, many with electric-driven power assistance, has increased dramatically, both because of personal ownership and the number of rentals; and

WHEREAS, the City Council of Fairhope finds that the unsafe operation of regulated mobility devices on all public property and private property open to the public for pedestrian and bicycle travel poses a significant risk to the safety and welfare of persons, pedestrians, motorists, and children throughout the City; and

WHEREAS, the purpose of this Ordinance is to implement reasonable regulations on the operation and use of these types of mobility devices pursuant to the City's police power to protect the public health, safety, and welfare, to better promote the safe use and operation of regulated mobility devices, to prevent vehicular and pedestrian conflicts and other traffic hazards, to prevent hazards to public safety, and to enhance pedestrian and motorist safety.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, AS FOLLOWS:

SECTION I. The Code of Ordinances, City of Fairhope, Alabama, Chapter 20: Traffic is hereby amended to reflect the following changes and additions:

CHAPTER 20 TRAFFIC

ARTICLE I. IN GENERAL

Sec. 20-21. Definitions.

In addition to the definitions set forth elsewhere in this Code, for purposes of this Ordinance, the words and phrases defined herein shall be construed in accordance with the following definitions:

Bicycle is a vehicle composed of two wheels held in a frame propelled by pedals and steered with handlebars.

Electric bicycle is a bicycle whose propulsion is enhanced by an electric-driven motor and also has the same meaning as in Alabama Code Section 32-5A-267, as it may be amended from time to time.

Electric personal assistive mobility device is an electric-driven self-balanced vehicle, more commonly known as a Segway or Hoverboard.

****This ordinance does not apply to wheelchairs or other power-driven mobility devices used by individuals with mobility disabilities, as defined by the Americans with Disabilities Act (ADA).**

Electrically motorized board is a one or two-wheeled board, more commonly known as an electric skateboard.

Motorized scooter is a two-wheeled electric scooter with an upright handlebar and rectangular platform on which the rider stands.

Operate means to ride, operate, and/or otherwise control a regulated mobility device other than walking such device.

Regulated mobility device means an electric bicycle, electric personal assistive mobility device, electrically motorized board, motorized scooter, shared mobility device, and any other similar mobility device.

Sidewalk means the portion of the public right-of-way between the curb line of any street, road, highway, bicycle lane, or other thoroughfare designed for vehicular travel and the adjacent property line, or any other paved path or walkway, which is intended for pedestrian travel, whether publicly or privately owned and/or maintained.

Sec. 20-22. ADA Exemptions.

The following provisions shall not apply to wheelchairs or other mobility devices used by individuals with disabilities:

- Speed limits
- Operating location restrictions
- Parking or placement restrictions
- Enforcement provisions

The City shall accommodate the use of wheelchairs and OPDMDs by individuals with mobility disabilities as required under the ADA and 28 CFR § 35.137.

Sec. 20-23. Unlawful operation of regulated mobility devices.

It shall be unlawful and a violation of this Ordinance for any person to operate a bicycle or regulated mobility device in an unsafe manner on any street, road, highway, sidewalk, bike path, bike lane, trail, park, or upon any private property which is held open to the public for pedestrian travel. Operating a bicycle or regulated mobility device in an unsafe manner includes any one or more of the following:

(a) Violating any provision of the City of Fairhope Municipal Code, Alabama Rules of the Road, or other laws or regulations applicable to the use or operation of any bicycle or regulated mobility device.

(b) Operating on any street, road, highway, or bicycle lane against the direction of traffic.

(c) Operating upon any public drainage facility, culvert, ditch, or channel.

(d) Operating in a manner other than the manner in which the bicycle or regulated mobility device was designed, including carrying more than one passenger or carrying passengers on the bicycle or regulated mobility device in a manner other than as designed.

(e) Operating on any street, road, highway, bicycle path, bicycle lane, trail, or sidewalk with more than two bicycles or regulated mobility devices side-by-side.

(f) Operating at a speed greater than the posted speed limit on any street, road, or highway, or any posted speed limit on any bicycle path, bicycle lane, or designated multi-use path.

(g) Operating a bicycle or regulated mobility device on a sidewalk that has not been designated by the City of Fairhope for use by both pedestrians and bicycles or regulated mobility devices.

- (h) Operating while hitched to or physically attached to any moving vehicle or motorized device.
- (i) Operating while allowing another person who is not a passenger to either cling to or to be physically attached to the bicycle or regulated mobility device.
- (j) Operating while lifting one or more wheels into the air.
- (k) Operating while failing to yield the right-of-way to any and all pedestrians or failing to yield the right-of-way to a vehicle upon entering a roadway or driveway from a sidewalk.
- (l) Passing a pedestrian or other cyclist without first either ringing a bell or audibly warning such pedestrian or cyclist of the intention to pass by calling out “passing on your left” sufficiently in advance of passing.
- (m) Operating while failing to obey any posted signs regulating operation, including speed limit signs or signs prohibiting or limiting operation in specific areas.
- (n) A person under the age of 18 operating without a properly fitted and fastened helmet, including a passenger under the age of 18.
- (o) Tampering with or modifying a regulated mobility device so as to change the speed capability of the device, or otherwise altering, modifying, or adjusting the motor settings to increase the speed of the device, unless the required label indicating the classification is appropriately replaced.

Sec. 20-24 Designated speed limits and posted prohibited operation areas.

- (a) The City Council of Fairhope may by resolution designate and declare any street, road, highway, sidewalk, trail, or other area generally open to public access, or portions thereof, to be locations where the operation of bicycles or regulated mobility devices are prohibited, or may require such areas to be designated as dismount zones only.
- (b) The Fairhope Police Department is authorized to post maximum speed limits in high traffic areas, or in areas presenting a danger to the public safety of persons, pedestrians, motorists, or children, as it deems reasonable and necessary to safeguard and protect the public.
- (c) The Mayor is authorized to cause signs and/or markings to be placed giving notice of such prohibitions as necessary to implement the regulations established by Subsection (a) and (b) above.

Sec. 21-25 Penalties.

Any person who violates the provisions of this Ordinance shall be guilty of an offense against the City and upon conviction shall be punished as follows:

- (a) A fine of \$250.00 for a first violation.
- (b) A fine of \$400.00 for a second violation of this Ordinance within one year from the date of the first violation.
- (c) A fine of \$500.00 for each additional violation of this Ordinance within one year from the date of the first violation.

Ordinance No. _____

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(d) If a person under the age of 18 is found in violation of any provisions of this Ordinance, and no parent or legal guardian is present, and the unsafe manner in which the bicycles or regulated mobility devices that were operated constitutes an immediate danger to the health and safety of the juvenile operator and/or to members of the public, the police officer may take immediate possession of the bicycles or regulated mobility device and transport the device for safekeeping to the nearest City facility; thereafter, the regulated mobility device shall be released by the City to the legal owner of the device and/or to the parent or legal guardian of the person under the age of 18, upon payment of a \$50.00 impoundment fee.

(e) If a person under the age of 18 is found in violation of any provision of this Chapter, and no parent or legal guardian is present; the police officer may also contact the parent or legal guardian of the person under the age of 18 to notify them of the violation.

SECTION II. SEVERABILITY

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

SECTION III. EFFECTIVE DATE

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

ADOPTED THIS 13TH DAY OF APRIL, 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 13TH DAY OF APRIL, 2026

Sherry Sullivan, Mayor



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-807

FROM:	Jay Robinson, Councilmember
SUBJECT:	An Ordinance to amend Ordinance No 1797, Codified as Chapter 2, Article III, Division 8 of the Fairhope Code of Ordinances, to provide for the Process for Designation of Historic Properties and Historic Districts by the Fairhope Historic Preservation Commission to enable the City of Fairhope to attain Certified Local Government ("CLG") status.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

That the City Council adopts the Ordinance.

BACKGROUND INFORMATION:

WHEREAS, the City Council of Fairhope, Alabama enacted Ordinance No. 1797 and established the Fairhope Historic Preservation Commission (the "Commission") pursuant to Alabama Code § 11-68-1 et seq.; and

WHEREAS, the City of Fairhope, Alabama applied to become a Certified Local Government ("CLG") with the Alabama Historical Commission and the State, Tribal, Local, Plans & Grants Division of the National Park Service pursuant to the National Historic Preservation Act; and

WHEREAS, the City of Fairhope, Alabama was advised that Ordinance 1797 must be amended to establish the process of designation of Historic Districts and Historic Properties in accordance with Federal and State law to attain CLG status; and

WHEREAS, the City Council desires to amend Ordinance No. 1797 to establish the process for designation of Historic Districts and Historic Properties to enable the City of Fairhope to attain CLG status.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ORDINANCE NO. 1797, CODIFIED AS
CHAPTER 2, ARTICLE III, DIVISION 8 OF THE FAIRHOPE CODE OF
ORDINANCES, TO PROVIDE FOR THE PROCESS FOR DESIGNATION
OF HISTORIC PROPERTIES AND HISTORIC DISTRICTS BY THE
FAIRHOPE HISTORIC PRESERVATION COMMISSION**

WHEREAS, the City Council of Fairhope, Alabama enacted Ordinance No. 1797 and established the Fairhope Historic Preservation Commission (the “Commission”) pursuant to *Alabama Code* § 11-68-1 *et seq.*; and

WHEREAS, the City of Fairhope, Alabama applied to become a Certified Local Government (“CLG”) with the Alabama Historical Commission and the State, Tribal, Local, Plans & Grants Division of the National Park Service pursuant to the National Historic Preservation Act; and

WHEREAS, the City of Fairhope, Alabama was advised that Ordinance 1797 must be amended to establish the process of designation of Historic Districts and Historic Properties in accordance with Federal and State law to attain CLG status; and

WHEREAS, the City Council desires to amend Ordinance No. 1797 to establish the process for designation of Historic Districts and Historic Properties to enable the City of Fairhope to attain CLG status.

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

Section III of Fairhope Ordinance No. 1797 (codified as Section 2-190 of the Fairhope Code of Ordinances) is hereby repealed and replaced with Section III as follows, and further that Fairhope Ordinance No. 1797 is amended to add Section IV as follows:

Section III: Recommendation and Designation of Historic Districts and Properties

A. Preliminary Research by Commission

1. The Commission shall compile and collect information and conduct surveys of historic resources within the City of Fairhope in accordance with the rules and regulations of the Alabama Historical Commission.
2. The Commission shall present to the City Council recommendations for Historic Districts and Historic Properties.
3. Prior to the Commission's recommendation of a Historic District or Historic Property to the City Council for designation, the Commission shall prepare a report consisting of:
 - a. a physical description;
 - b. a statement of the historical, cultural, architectural, and/or aesthetic significance;
 - c. a map showing district boundaries and classification (i.e., historic, non-historic) of individual properties therein, or showing boundaries of individual Historic Properties;
 - d. a statement justifying district or individual property boundaries;
 - e. representative photographs.

B. Designation of a Historic District

1. A Historic District is a geographically definable area, which contains buildings, structures, sites, objects, landscape features and works of art or a combination thereof, which:

- a. represents one or more periods, styles, or types of architecture typical of one or more eras in the history of the municipality, county, state, or region;
 - b. represents a significant aspect of the cultural, political, economic, military, or social history of the locality, region, state, or nation;
 - c. has had a significant relationship with the life of a historic person or event, representing a major aspect of the history of the locality, region, state, or nation;
 - d. is a part of the historic, architectural, archaeological, or aesthetic heritage of the locality, region, state, or nation;
 - e. contains vernacular structures which contribute to an overall character and sense of place which is representative of the City of Fairhope.
2. Boundaries of a Historic District designated by City Council shall be shown on the Official Zoning Map or other designated map kept as a public record to provide notice of such designation.
3. Evaluation of properties within Historic Districts: Individual properties within Historic Districts shall be classified as:
 - a. contributing (contributes to the district);
 - b. non-contributing (does not contribute to the district).

C. Designation of a Historic Property

1. A Historic Property is a building, structure, or site deemed worthy of preservation by reason of value to the City of Fairhope for one of the following reasons:
 - a. it is an outstanding example of a structure representative of its era;
 - b. it is one of the few remaining examples of past architectural style;
 - c. it is a place or structure associated with an event of persons of historic or cultural significance to the City of Fairhope, State of Alabama, or the region;
 - d. it is a site of natural or aesthetic interest that is continuing to contribute to the cultural or historical development and heritage of the municipality, county, state or region; or
 - e. the building or structure is an example of an architectural style, or combination of architectural styles, which is representative of the City of Fairhope, or which is unique to the City of Fairhope.
2. A Historic Property designated by City Council shall be shown on the Official Zoning Map or other designated map kept as a public record to provide notice of such designation.

D. Requirements for Adopting an Ordinance for the Designation of Historic Districts and Historic Properties

1. Application for Designation of Historic Districts or Property: Designations may be proposed by the City Council, the Commission, or:
 - a. for Historic Districts - a historical society, neighborhood association or group of property Owners may apply to the Commission for designation;
 - b. for Historic Properties - a historical society, neighborhood association or property Owner may apply to the Commission for designation.
2. Required Components of a Designation Ordinance: Any ordinance designating any property or district as historic shall:
 - a. list each property in a proposed Historic District or describe the proposed individual Historic Property;

- b. set forth the name(s) of the Owner(s) of the designated property or properties; and
 - c. require that a Certificate of Appropriateness be obtained from the Commission prior to any Material Change in appearance of the designated property.
- 3. Required Public Hearings: The Commission shall hold a public hearing on any proposed ordinance for the designation of any Historic District or Historic Property. Notice of the hearing shall be published in accordance with the notice requirements of the City of Fairhope and Alabama law. A notice of such hearing shall be sent via United States Mail to the last-known Owner of the property shown on the Baldwin County tax roll and a notice sent via United States Mail to the address of the property to the attention of the occupant under this ordinance.
- 4. Recommendations on Proposed Designations: A recommendation in support, or with proposed revisions, or in opposition to the proposed Designation Ordinance shall be made by the Commission in the form of a recommendation to the City Council.
- 5. City Council Action on Commission Recommendation: Following receipt of the Commission's recommendation, the City Council may adopt the Designation Ordinance as proposed, may adopt the Designation Ordinance with any amendments it deems necessary, may return the Designation Ordinance to the Commission for further evaluation, or reject the ordinance.
- 6. Notification of Adoption of Ordinance for Designation: Within thirty (30) days following the adoption of the Designation Ordinance by the City Council, the Commission shall give written notification to the Owners and occupants of each designated Historic Property, and the Owners and occupants of each building, structure or site within a designated Historic District, which notice shall apprise said Owners and occupants of the necessity of obtaining a Certificate of Appropriateness prior to undertaking any Material Change in appearance of the Historic Property designated or within the Historic District designated. A notice sent via the United States Mail to the last-known Owner of the property shown on the Baldwin County tax roll and a notice sent via United States Mail to the address of the property to the attention of the occupant shall constitute legal notification to the Owner and occupant under this ordinance. The Commission shall also notify all agencies of the City of Fairhope of the Designation Ordinance following adoption by City Council.

Section IV: Application to Historic Preservation Commission for Certificate of Appropriateness

- A. Approval of Alterations, Demolitions, or New Construction in Historic Districts or Involving Historic Properties
 - 1. After the designation by Ordinance of a Historic Property or of a Historic District, no Historic Property may be demolished, no building or structure in a Historic District may be erected or demolished and no Material Change shall be made to the exterior appearance of such Historic Property, or of a structure, or site within such Historic District, unless or until the application for a Certificate of Appropriateness has been approved by the Commission, except that no Certificate of Appropriateness shall be required by the City for the demolition of all or part of a structure, building or other property deemed to be a public nuisance and ordered to be demolished by the City Council.
 - 2. "Material Change" is defined as:— a change in appearance that will affect either the exterior architectural features of a Historic Property or any building, structure, site, of a property within a local Historic District, or designated by the City Council as a Historic Property including, but not limited to:
 - (1) Reconstruction or alteration of the size, shape, facade or elevation of a Historic Property, including, but not limited to, relocation or replacement of any doors or windows removal or alteration of any architectural features, facade details or elements;

- (2) Demolition or relocation of a Historic Property;
- (3) Commencement of excavation for construction purposes; or
- (4) Any exterior work that must be permitted by the City.

B. Approval of New Construction within Historic Districts

- 1. The Commission shall issue Certificates of Appropriateness (COA) to new structures constructed within designated Historic Districts if these structures conform in design, scale, building materials, setback and landscaping to the character of the district specified in the design criteria developed by the Commission.

C. Approval of Signs Within Historic Districts

- 1. Signs shall be considered as structures and no sign on a Historic Property or in a Historic District shall be changed, erected or demolished unless and until a Certificate of Appropriateness is approved by the Commission.

D. Demolition Within Historic Districts

- 1. The Commission shall not grant Certificates of Appropriateness for the demolition or relocation of a Historic Property or any property within a Historic District unless the Commission finds that the removal or relocation of such building and/or structure will not be detrimental to the historical or architectural character of the district. In making this determination, the Commission shall consider:
 - a. The historic or architectural significance of the structure in or of itself or as part of the district;
 - b. The importance of the structure to the integrity of the Historic District, the immediate vicinity, area, or relationships to other structures;
 - c. The difficulty or the impossibility of reproducing the structure because of its design, texture, material, detail, or unique location;
 - d. Whether the structure is one of the last remaining examples of its kind in the neighborhood, the county, or the region or is a good example of its type, or is part of an ensemble of historic buildings creating a neighborhood;
 - e. Whether there are definite plans for reuse of the property if the proposed demolition is carried out, and what effect such plans will have on the architectural, cultural, historical, archaeological, social, or aesthetic nature of the district.
- 2. Content of Applications. All applications to demolish or relocate a structure in a Historic District shall contain the following minimum information:
 - a. The date the Owner acquired the property, purchase price, and condition on date of acquisition;
 - b. Replacement construction plans for the property in question and future use;
 - c. Financial proof of the ability to complete the replacement project, which may include but not be limited to a performance bond, a letter of credit, a trust for completion of improvements, or a letter of commitment from a financial institution; and
 - d. Such other information as may be reasonably required by the Commission.
- 3. In no event shall the Commission entertain any application for the demolition or relocation of any Historic Property unless the applicant also presents at the same time the post-demolition or post relocation plans for the site.

E. Approval of Alterations or Demolitions of Public Property Within Historic Districts or Public Property Which Has Been Designated as a Historic Property

1. The requirement of a Certificate of Appropriateness shall apply to public property which has been designated as a Historic Property or which is contained in a Historic District as set forth in this Ordinance, and shall apply to all actions by public authorities which involve Historic Properties and properties within Historic Districts.

F. Interior Alterations

1. In its review of applications for Certificates of Appropriateness, the Commission shall not consider interior arrangement or use having no effect on Exterior Architectural Features.

G. Failure to Maintain a Historic Property

1. Demolition by neglect and the failure to maintain a Historic Property or a structure in a Historic District shall constitute a change for which a Certificate of Appropriateness is necessary.

H. Guidelines and Criteria for Certificates of Appropriateness

1. The Historic Preservation Commission shall approve an application and issue a Certificate of Appropriateness if it finds that the proposed change, erection, or demolition conforms to the general design standards established by the Commission, is compatible with the character of the Historic Property or Historic District and does not detract from the value of the Historic Property or Historic District.
2. The Commission shall adopt rules and regulations setting forth the procedure for submission and consideration of applications for Certificates of Appropriateness. The Commission shall also adopt general design standards modeled on those established by the Alabama Historic Commission which shall apply in considering the approval or denial of Certificates of Appropriateness.

I. Submission of Plans to Commission

1. An application for a Certificate of Appropriateness shall be submitted at least thirty (30) days before the next regularly scheduled Commission meeting and shall be accompanied by such drawings, photographs, plans or other documentation as may be required by the Commission, Staff, or other representatives of the City of Fairhope. Applications involving demolition or relocation shall be accompanied by post-demolition or relocation plans for the site.

J. Response to Applications for Certificate of Appropriateness

1. The Commission shall approve the application and issue a Certificate of Appropriateness if it finds that the proposed Material Change(s) in the appearance would not have a substantial adverse effect on the aesthetic, historic, or architectural significance and value of the Historic Property or the Historic District. In making this determination, the Commission shall consider, in addition to any other pertinent factors, the historical and architectural value and significance, architectural style, general design arrangement, texture and material of the architectural features involved and the relationship thereof to the exterior architectural style and pertinent features of the other structures in the immediate neighborhood.
2. The Commission shall deny a Certificate of Appropriateness if it finds that the proposed Material Change(s) in appearance would have substantial adverse effects on the aesthetic, historic, or architectural significance and value of the Historic Property or the Historic District.

K. Public Meetings and Hearings on Applications for Certificates of Appropriateness

1. Applications for Certificates of Appropriateness shall be considered by the Commission at public meetings, held at the regularly scheduled Commission monthly meeting.

At least seven (7) days prior to review of a Certificate of Appropriateness, the Commission shall take such action as may be reasonably required to inform the Owners of any property likely to be affected by reason of the application, and shall give applicant and such Owners notice of the opportunity to be heard at the public hearing.

E. Approval or Rejection of Application for Certificate of Appropriateness

1. The Commission shall approve or reject an application for a Certificate of Appropriateness at a public meeting within sixty (60) days from the submission of a completed application, including all necessary supporting documentation, by the Owner or occupant of a Historic Property, or of a historic building, structure, or site, located within a Historic District. Evidence of approval shall be by a Certificate of Appropriateness issued by the Commission. Notice of the issuance or denial of a Certificate of Appropriateness shall be sent by United States Mail to the applicant and all other persons who have requested such notice in writing filed with the Commission. Failure of the Commission to act within sixty (60) days shall constitute approval and no other evidence of approval shall be needed. An applicant requesting a delay or a Commission-adopted motion to holdover an application shall relieve the Commission of the 60-day deadline.

F. Necessary Actions to be Taken by Commission upon Rejection of Application for Certificate of Appropriateness

1. In the event the Commission rejects an application, it shall state its reasons for doing so, and shall transmit a record of such actions and reasons, in writing, to the applicant, and the City Clerk. The Commission may suggest alternative courses of action it thinks proper if it disapproves of the application submitted. The applicant, if he or she so desires, may make modifications to the plans and may resubmit the application at any time after making any modifications.
2. In cases where the application covers a Material Change in the exterior appearance of a Historic Property or designated building, structure, or site within a Historic District which would require the issuance of a building permit, the rejection of the application for a Certificate of Appropriateness by the Commission shall be binding upon the Building Department or other relevant Departments of the City charged with issuing permits or approvals and, in such cases, no building permit shall be issued.

G. Appeals

1. Any person having a request for a Certificate of Appropriateness denied by the Commission as hereinafter provided, may appeal such denial to the Circuit Court of Baldwin County, Alabama within thirty (30) days of the Commission's decision.
2. Standard of Review. The appeal shall be determined solely on the question of whether the Commission, in rendering its decision, acted beyond the limits of its powers or abused its discretion.

H. Certificate of Economic Hardship

1. If the Commission denies an application for a Certificate of Appropriateness, a property Owner may apply for a Certificate of Economic Hardship. The purpose of the Certificate of Economic Hardship is to provide relief where the application of this Ordinance would otherwise impose a Substantial Economic Hardship.
2. Burden of Proof. The burden of proof rests on the applicant to show that the denial of the Certificate of Appropriateness will result in a Substantial Economic Hardship.
3. Applications. The applicant shall provide such information as may be reasonably required by the Commission to establish the Owner's claim of Substantial Economic Hardship. The data provided by the applicant must be substantiated by proof. The Commission may request additional information from the applicant as necessary to make informed decisions. Certificates of Economic Hardship are granted only to the applicant and are not transferable.

2. Standards for Consideration. In making its determination, the Commission may consider, but is not limited to, the following described factors, evidence, and testimony:
 - a. Date property was acquired and status of the property under this Ordinance at the time of acquisition, e.g., whether property was protected by this Ordinance, condition at the time of acquisition, etc.
 - b. The structural soundness of the building, or any structures on the property and their suitability for rehabilitation.
 - c. The current level of economic return on the property.
 - d. The economic feasibility of rehabilitation or reuse of the existing property.
 - e. Comments and/or reports from any community organizations, preservation groups, other associations and private citizens that wish to comment on a submission made under the financial hardship provision; and
 - f. The extent to which the Owner is responsible for his or her own economic hardship, if any, such as the Owner's failure to:
 1. Perform normal maintenance and repairs;
 2. The Owner's purchase of the subject property after the enactment of this Ordinance without making said purchase contingent upon the Owner's first obtaining the approvals required by this Ordinance.
 3. Hearing. The Commission shall hold a public hearing as soon as practical but no later than sixty (60) days following receipt of a completed application for a Certificate of Economic Hardship. Notice shall be provided in the same manner the Commission uses for hearings on Certificates of Appropriateness. At the public hearing, the Owner and any other interested parties shall have the right to speak to the Commission and discuss the applicability of the standards set forth above. The Commission shall make its decision at the public hearing. If the Commission fails to timely hold a public hearing the application for a Certificate of Economic Hardship shall be deemed granted.
 4. Denial. If the Commission determines to deny the application for a Certificate of Economic Hardship, the applicant shall be notified in writing and shall be provided a copy of the Commission's final order.
 5. Issuance of Certificate. The certificate may be subject to conditions including design guidelines for subsequent construction not inconsistent with the standards set forth in this Ordinance and the Commission's design guidelines. The Certificate of Economic Hardship shall be valid for a period of one hundred twenty (120) days from approval by the Commission.
- P. Record of Applications for Certificate of Appropriateness and Certificates of Economic Hardship
1. The Commission shall keep a public record of all applications for Certificates of Appropriateness and of all the Commission's proceedings in connection with said application.
- Q. Certificate of Appropriateness Void if Construction not Commenced
1. A Certificate of Appropriateness shall become void unless construction is commenced within twelve (12) months from the date of issuance. Certificates of Appropriateness are renewable for one (1) additional twelve-month period.
- R. Requirements of Conformance with Certificate of Appropriateness
1. All work performed pursuant to a Certificate of Appropriateness shall strictly comply with all conditions of such certificate. In the event work is not performed in accordance with such Certificate, the City may issue a stop work or cease-and-desist order.

Ordinance No. _____
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2. The City Council shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any Material Change in appearance of a designated Historic Property or Historic District, except those changes made in compliance with the provisions of this Ordinance or to prevent any illegal act or conduct with respect to such Historic Property or Historic District.

S. Affirmation of Existing Building and Zoning Codes

1. Nothing in this Ordinance shall be construed as to exempt property owners from complying with existing City building and zoning codes, nor to prevent any property owner from making any use of his property not prohibited by other statutes, ordinances or regulations.

The provisions, sections, paragraphs, sentences, clauses, phrases, and parts thereof of this Ordinance are severable, and if any provision, section, paragraph, sentence, clause, phrase, or part thereof of this Ordinance shall be declared unconstitutional or invalid by a court of competent jurisdiction, then such ruling shall not affect any other provision, section, paragraph, sentence, clause, phrase, or part thereof, since the same would have been enacted by the Council without the incorporation of any such unconstitutional or invalid provision, section, paragraph, sentence, clause, phrase, or part thereof. This Ordinance shall go into effect upon its passage and publication as provided by law.

Adopted and Approved this 13th day of April, 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Adopted and Approved this 13th day of April, 2026

Sherry Sullivan, Mayor

CERTIFICATE OF CLERK

I, Lisa A. Hanks, MMC, City Clerk of the City of Fairhope, Alabama, do hereby certify that the above and foregoing copy of Ordinance No. _____ is a true and correct copy of such Ordinance that was duly adopted by the City Council of Fairhope, Alabama, on the _____ day of March, 2026, as same appears in the official records of said City.

Posted at City Hall, Public Works Building, and Planning Building on this the _____ day of March 2026.

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1797

**AN ORDINANCE TO ESTABLISH A HISTORIC PRESERVATION COMMISSION
IN THE CITY OF FAIRHOPE AND FOR OTHER PURPOSES.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE:

Section I: Purpose

- A. In 1989, the State of Alabama enacted legislation authorizing all municipalities to adopt ordinances to establish historic development commissions, and to promote educational, cultural, economic and general welfare of Alabama municipalities through preservation and protection of historic resources. (*Alabama Code* §§ 11-68-1 through 11-68-15).
- B. *Alabama Code* § 11-68-14 additionally authorizes the City to grant the Commission additional powers set forth in *Alabama Code* Title 11 Chapter 68.
- C. In support and furtherance of its findings and determination that the historical, cultural, and aesthetic heritage of the City of Fairhope is among its most valued and important assets and that the preservation of this heritage is essential to the promotion of the health, prosperity, and general welfare of the people;
- D. In order to stimulate revitalization of the business district and historic neighborhoods and to protect and enhance local historical and aesthetic attractions to tourists and thereby promote and stimulate business;
- E. In order to enhance the opportunities for federal or state tax benefits under relevant provisions of federal or state law;
- F. In order to participate in federal or state programs to promote the protection, preservation, and rehabilitation of historic properties;
- G. The City Council of the City of Fairhope hereby declares it to be the purpose and intent of this Ordinance to establish a Historic Preservation Commission in the City of Fairhope in accordance with the provisions of the Ordinance.

NOW, THEREFORE, in consideration of these findings, the Council hereby adopts this Ordinance as follows.

Section II: Creation of a Historic Preservation Commission

- A. Creation of the Commission
 - 1. There is hereby created a Commission whose title shall be "City of Fairhope Historic Preservation Commission" (hereinafter "Commission") pursuant to §§ 11-68-1 through 11-68-15 of the *Code of Alabama* (1975).
 - 2. The Commission shall constitute a non-profit governmental agency whose funds shall be used exclusively for public purposes as provided herein.
- B. Commission Members: Number, Appointment, Terms, Compensation and Rules and Standards
 - 1. The Commission shall be composed of not less than seven (7) members, who shall have demonstrated training or experience in the fields of history, architecture, architectural history, urban planning, archaeology, law, or related fields, or who shall have demonstrated an interest in historic preservation with training in historic preservation. Members of the

Commission shall be bona fide residents of the territorial jurisdiction of the City of Fairhope. Not more than one of the members of the Commission shall be a public official, and such public official shall meet the experience and residency requirements set forth hereinabove.

2. Members of the Commission shall be nominated by the Mayor and appointed by the City Council. Nomination and appointment of members of the Commission shall be made to ensure that the Commission will be composed of persons having as much of the training and experience specified in section (1) as possible.
3. Except for the original members of the Commission, members of the Commission shall serve three year terms and shall be appointed in such a manner so as to serve overlapping terms. Two of the original members of the Commission shall be appointed to serve a one year term, two of the original members of the Commission shall be appointed to serve a two year term, and the remainder of the original members of the Commission shall be appointed to serve a three year term. Members of the Commission may be reappointed.
4. Members of the Commission shall serve without compensation but may be reimbursed for expenses incurred on behalf of the Commission in accordance with the rules and regulations for the reimbursement of expenses adopted by the Commission and allowed by law.
5. Any vacancy occurring on the Commission other than by expiration of term shall be filled for the unexpired term of such member by the procedures set forth in section 2 above.
6. Conflict of Interest. No member shall vote, present, discuss or participate in any matter in which the member has a Conflict of Interest or in which the member or any family member has any financial gain or interest.
7. Members of the Commission may be removed for cause by the City Council, which shall be established in the sole discretion of the City Council.
8. Members of the Commission shall elect a chairman and a vice chairman and such other officers as the Commission deems necessary. The Commission shall adopt rules of procedure and bylaws to govern its operations and shall provide a copy of those rules of procedure and bylaws to the City Council. The rules of procedure and bylaws of the Commission shall specify what number of members of the Commission constitutes a quorum. The Commission's rules of procedure and bylaws may be amended from time to time by the Commission.

C. Commission Meetings, Minutes and Public Participation

1. All meetings of the Commission must be publicly announced and be open to the public. Commission meetings must occur at regular intervals. Written notice must be provided prior to all meetings, including any special meetings, in accordance with Alabama law, and the Commission shall furnish a copy of its meeting schedule to the City Clerk, Mayor, and Commission Members and post such notices on the City's web page. The Commission shall meet by public meeting at least four (4) times per year.
2. Minutes of all decisions and actions of the Commission including the reasons for making these decisions must be submitted to the City Clerk and available for public inspection.
3. All decisions of the Commission shall be made in a public forum.
4. The rules of procedure and bylaws adopted by the Commission must be

available for public inspection and constitute a public record that shall be furnished to the City Clerk.

D. Statement of the Commission's Power

1. The Commission shall be authorized with the powers and duties as set forth in this Ordinance and described in Alabama Code § 11-68-5, including but not limited to:
 - a. Prepare a survey of all property within the City limits of Fairhope that identifies properties with historic or cultural significance in accordance with standards established by the Alabama Historical Commission;
 - b. Promote acquisition of façade and conservation easements by the City or by the Commission;
 - c. Develop and conduct educational programs on the benefit of historic projects and historic preservation subjects;
 - d. Make recommendations for potential acquisition of historic properties to the City of Fairhope;
 - e. Make such investigations and studies of matters relating to historic preservation as the City deems necessary and appropriate;
 - f. Seek out local, state, federal and private funds for historic preservation, and make recommendations to the City Council concerning the most appropriate use of any funds acquired;
 - g. Review and make comments to the Alabama Historical Commission concerning the nomination of properties within its jurisdiction to the National Register of Historic Places;
 - h. Investigate, survey and process nominations of properties to the National Register of Historic Places;
 - i. Investigate, survey and process applications for certification of historic properties for tax credits for preservation expenditures; and
 - j. Participate in private, state and federal historic preservation programs and enter into agreements with same to perform historic preservation related functions as authorized by City Council.

E. Annual Reports of the Commission's Activities

1. The Commission shall prepare and file with the City Council and with the Alabama Historical Commission, an annual report of its activities as required by the City Council and the Alabama Historical Commission. The annual report shall cover the period from October 1st to September 30th and shall be submitted in October of each year. The report shall include such items as the details of educational and outreach programs of the Commission, revised resumes of Commission Members/staff, appointments to the Commission, and all minutes relating to the review of National Register nominations. The report shall document attendance at the orientation and training sessions of Commission Members.

F. Records of Commission Meetings

1. A public record shall be kept of the Commission's resolutions, proceedings and actions.

G. Responsibilities of Commission Members

1. Each Commission Member and anyone serving the Commission in a technical/professional staff capacity are encouraged to attend informational or educational meetings each year pertaining to historic preservation. Such meetings may include those sponsored by the Alabama Historical Commission, the National Trust for Historic Preservation, or a local preservation organization.

H. Liaison Between the Commission and the State Historic Preservation Office (Alabama Historical Commission)

1. Should the City Council elect to become a Certified Local Government ("CLG"), the City Council shall designate an employee of the City or a person working under contract as a source of technical, administrative, or professional assistance to be responsible for the operations of the Commission pursuant to the requirements of certification for participation in the Certified Local Government Program. At least one member of the Commission and/or the person serving as the Commission's liaison will attend the Alabama Certified Local Government orientation training session sponsored by the Alabama Historical Commission each year.

Section III: Separate Process for Designation of Historic Districts and Historic Properties

- A. Upon recommendation by the Commission, and in the event the City Council desires to create a process to designate historic properties and historic districts within the City limits and establish requirements for a Certificate of Appropriateness procedure pursuant to *Alabama Code* §§ 11-68-6 through 11-68-9, a separate ordinance by City Council must be enacted in accordance with Alabama law, including all applicable public notice and public hearing requirements, to establish the procedure for designation of historic properties and historic districts.

Section IV: Severability

- A. In the event that any section, subsection, sentence, clause or phrase of this Ordinance shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the other sections, sentences, clauses or phrases of this Ordinance, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudged invalid or unconstitutional were not originally a part thereof.

Section V: Definitions

- A. "Certified Local Government" (CLG) – means a local government certified by the National Park Service and the Alabama Historical Commission to participate in the federal Historic Preservation Program and be eligible to receive federal technical assistance and funding for preservation activities.
- B. "City" – means the City of Fairhope, an Alabama municipal corporation.
- C. "City Council" – means the elected members of the City Council of Fairhope, Alabama.
- D. "Commission" – means the City of Fairhope Historic Preservation Commission as established pursuant to this Ordinance.
- E. "Commissioner" or "Commission Member" – means a person appointed to the Commission pursuant to this Ordinance.
- F. "Conflict of Interest" – means a conflict on the part of a Commissioner between his

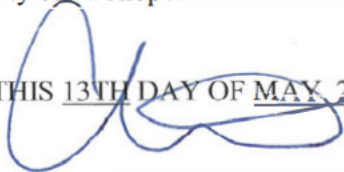
or her private interest and the responsibilities imposed by this Ordinance. A Conflict of Interest involves any action, inaction, or decision by a Commissioner or in the discharge of his or her duties which would materially affect his or her financial interest or those of his or her immediate family members or any business with which the person is associated.

G. "Mayor" – means the Mayor of the City of Fairhope.

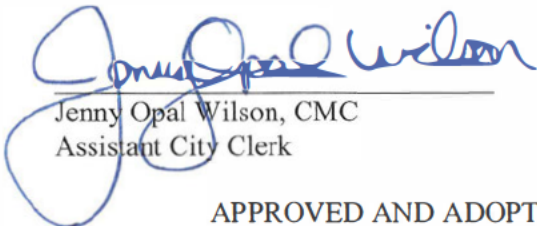
Effective Date

This Ordinance shall become effective on May 13, 2024. THEREFORE, BE IT RESOLVED, that the City Council does hereby ordain, resolve, and enact the foregoing Historic Preservation Commission Ordinance for the City of Fairhope.

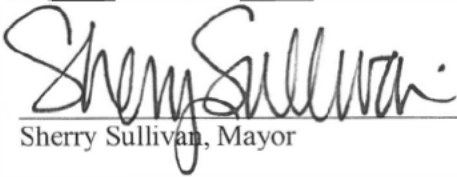
APPROVED AND ADOPTED THIS 13TH DAY OF MAY, 2024


Corey Martin, Council President

Attest:


Jenny Opal Wilson, CMC
Assistant City Clerk

APPROVED AND ADOPTED THIS 13TH DAY OF MAY, 2024


Sherry Sullivan, Mayor

Ord. No. 1797 Published in
FAIRHOPE COURIER
on Wednesday, May 22, 2024
Jenny Opal Wilson City Clerk
Assistant



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-772

FROM:	Sherry Sullivan, Mayor
	Jimmy Conyers, Councilmember
SUBJECT:	The City Council grants public funds and things of value in aid of, or to, Gulf Health Hospitals, Inc. for the Purpose of promoting the Economic Development of the City of Fairhope; and the Mayor is hereby authorized and directed to execute, deliver, and cause the City to perform the Development Agreement pursuant to resolution.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

That the City Council adopts the resolution.

BACKGROUND INFORMATION:

WHEREAS, Gulf Health Hospitals, Inc., an Alabama nonprofit corporation ("Gulf Health"), operates Thomas Hospital (the "Hospital"), a nonprofit hospital facility located at the Southwest intersection of Morphy Avenue and Greeno Road within the corporate limits of the City; and

WHEREAS, Gulf Health is undertaking an estimated \$40,000,000.00 expansion of the Hospital, including a new patient tower which will add 25 beds, a parking area, and space to accommodate further expansion (the "Hospital Project"); and

WHEREAS, the City has determined to undertake a project to improve its electric system, which will include the installation of new transmission and distributions lines, among other improvements, in areas near the Hospital (the "Utility Project"); and

WHEREAS, Gulf Health has informed the City that the Hospital Project cannot be completed as planned without certain work to relocate a transmission and distribution line, which are currently located in the right of way adjacent to or on the Hospital parcel (the "Line Relocation Work"), and Gulf Health has requested that the Line Relocation Work be included in the Utility Project as more particularly described in the proposed Aid to Construction Agreement between the City and Gulf Health (the "Aid to Construction Agreement"); and

WHEREAS, the City included the Line Relocation Work as Alternate #1 in its Advertisement for Bids (Bid No. 25-017) in order to facilitate the segregation of certain

costs associated with the Line Relocation Work for payment by Gulf Health; and

WHEREAS, the estimated cost of the Line Relocation Work is \$1 ,823 ,627.14, comprised of the following: (i) \$1,011 ,142.62 for the contractor's specified price for labor, (ii) \$154,000.00 for engineer fees, (iii) \$190,000.00 for rock, paving, and sidewalk repairs, and (iv) \$468,484.52 for materials; and

WHEREAS, Gulf Health has agreed to contribute \$1,000,000.00 as aid to construction for the Line Relocation Work and has informed the City that such amount is the maximum amount that Gulf Health has available to expend for the Line Relocation Work, it is believed that the respective amounts contributed by the City and Gulf Health to the Line Relocation Work represent an appropriate allocation of the costs of the Line Relocation Work between the City and Gulf Health based on the relative benefits to the Hospital Project and other benefits to the City's electric system; and

WHEREAS, in addition to the improvements to the City's electric system, the Line Relocation Work, by facilitating the Hospital Project, will promote the economic development of the City and will be in the best interests of the City and its citizens by: (i) increasing the availability of health care services in the City, which are vital to the health and wellbeing of the citizens of the City and are crucial in the recruitment of business enterprises to the City; and (ii) increasing the number of health care job opportunities in the City; and

WHEREAS, pursuant to Section 94.01 of the Constitution of Alabama of 2022, as amended (the "Economic Development Amendment"), the City is authorized to, among other things, lend its credit to, or grant public funds and things of value in aid of or to any individual, firm, corporation or business entity, public or private, for the purpose of promoting the economic and industrial development of the City; and

WHEREAS, the City has caused to be published a notice in March 25, 2026, a newspaper in circulation in the City, at least seven days prior to the date of the meeting at which this resolution is adopted satisfying the requirements of the Economic Development Amendment.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

**A RESOLUTION GRANTING PUBLIC FUNDS AND THINGS OF VALUE
IN AID OF, OR TO, GULF HEALTH HOSPITALS, INC. FOR THE
PURPOSE OF PROMOTING THE ECONOMIC DEVELOPMENT OF
THE CITY OF FAIRHOPE**

WHEREAS, Gulf Health Hospitals, Inc., an Alabama nonprofit corporation (“Gulf Health”), operates Thomas Hospital (the “Hospital”), a nonprofit hospital facility located at the Southwest intersection of Morphy Avenue and Greeno Road within the corporate limits of the City; and

WHEREAS, Gulf Health is undertaking an estimated \$40,000,000.00 expansion of the Hospital, including a new patient tower which will add 25 beds, a parking area, and space to accommodate further expansion (the “Hospital Project”); and

WHEREAS, the City has determined to undertake a project to improve its electric system, which will include the installation of new transmission and distributions lines, among other improvements, in areas near the Hospital (the “Utility Project”); and

WHEREAS, Gulf Health has informed the City that the Hospital Project cannot be completed as planned without certain work to relocate a transmission and distribution line, which are currently located in the right of way adjacent to or on the Hospital parcel (the “Line Relocation Work”), and Gulf Health has requested that the Line Relocation Work be included in the Utility Project as more particularly described in the proposed Aid to Construction Agreement between the City and Gulf Health (the “Aid to Construction Agreement”); and

WHEREAS, the City included the Line Relocation Work as Alternate #1 in its Advertisement for Bids (Bid No. 25-017) in order to facilitate the segregation of certain costs associated with the Line Relocation Work for payment by Gulf Health; and

WHEREAS, the estimated cost of the Line Relocation Work is \$1,823,627.14, comprised of the following: (i) \$1,011,142.62 for the contractor’s specified price for labor, (ii) \$154,000.00 for engineer fees, (iii) \$190,000.00 for rock, paving, and sidewalk repairs, and (iv) \$468,484.52 for materials; and

WHEREAS, Gulf Health has agreed to contribute \$1,000,000.00 as aid to construction for the Line Relocation Work and has informed the City that such amount is the maximum amount that Gulf Health has available to expend for the Line Relocation Work, it being believed that the respective amounts contributed by the City and Gulf Health to the Line Relocation Work represent an appropriate allocation of the costs of the Line Relocation Work between the City and Gulf Health based on the relative benefits to the Hospital Project and other benefits to the City’s electric system; and

WHEREAS, in addition to the improvements to the City’s electric system, the Line Relocation Work, by facilitating the Hospital Project, will promote the economic development of the City and will be in the best interests of the City and its citizens by: (i) increasing the availability of health care services in the City, which are vital to the health and wellbeing of the citizens of the City and are crucial in the recruitment of business enterprises to the City; and (ii) increasing the number of health care job opportunities in the City; and

WHEREAS, pursuant to Section 94.01 of the Constitution of Alabama of 2022, as amended (the "Economic Development Amendment"), the City is authorized to, among other things, lend its credit to, or grant public funds and things of value in aid of or to any individual, firm, corporation or business entity, public or private, for the purpose of promoting the economic and industrial development of the City; and

WHEREAS, the City has caused to be published a notice in March 25, 2026, a newspaper in circulation in the City, at least seven days prior to the date of the meeting at which this resolution is adopted satisfying the requirements of the Economic Development Amendment.

NOW, THEREFORE, be it resolved by the City Council of the City of Fairhope as follows:

1. The recitals set forth in the foregoing preambles are hereby found and declared to be true and correct and are adopted as findings of the Council.

2. It is hereby found and determined that the expenditure of public funds for the Line Relocation Work will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities.

3. The Aid to Construction Agreement is hereby approved, and the Mayor is hereby authorized and directed to execute, deliver, and cause the City to perform the Development Agreement, in substantially the form attached hereto as Exhibit A, with such changes as the Mayor may determine to be necessary or appropriate (the Mayor's execution thereof being conclusive evidence of such determination).

4. The Mayor, City Clerk, and the other officers of the City are each authorized and empowered to take any and all such further actions as are necessary or convenient to effectuate the purposes of this resolution, and any such actions heretofore taken by them are hereby ratified and confirmed.

Adopted this 13th day of April, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

EXHIBIT A

FORM OF AID TO CONSTRUCTION AGREEMENT

AID TO CONSTRUCTION AGREEMENT

This Aid to Construction Agreement (this "Agreement") is made and entered into effective as of _____, 2026, by and between the CITY OF FAIRHOPE, ALABAMA, a municipal corporation organized and existing under the laws of Alabama (the "City") and GULF HEALTH HOSPITALS, INC., an Alabama nonprofit corporation ("Gulf Health"). The City and Gulf Health are together sometimes referred to collectively as the "Parties" and, individually, as a "Party" herein.

RECITALS

WHEREAS, Gulf Health operates Thomas Hospital (the "Hospital"), a nonprofit hospital facility located at the Southwest intersection of Morphy Avenue and Greeno Road within the corporate limits of the City;

WHEREAS, Gulf Health is undertaking an estimated \$40,000,000 expansion of the Hospital, including a new patient tower which will add 25 beds, a parking area, and space to accommodate further expansion (the "Hospital Project");

WHEREAS, the City has determined to undertake a project to improve its electric system, which will include the installation of new transmission and distributions lines, among other improvements, in areas near the Hospital (the "Utility Project");

WHEREAS, Gulf Health has informed the City that the Hospital Project cannot be completed as planned without certain work to relocate a transmission and distribution line, which are currently located in the right of way adjacent to or on the Hospital parcel, such work being more particularly described in Exhibit A (the "Line Relocation Work"), and has requested that the Line Relocation Work be included in the Utility Project;

WHEREAS, the City included the Line Relocation Work as Alternate #1 in its Advertisement for Bids (Bid No. 25-017) in order to facilitate the segregation of certain costs associated with the Line Relocation Work for payment by Gulf Health;

WHEREAS, the estimated cost of the Line Relocation Work is \$1,823,627.14, comprised of the following: (i) \$1,011,142.62 for the Contractor's specified price for labor, (ii) \$154,000.00 for engineer fees, (iii) \$190,000.00 for rock, paving, and sidewalk repairs, and (iv) 468,484.52 for materials;

WHEREAS, Gulf Health has agreed to contribute \$1,000,000 as aid to construction for the Line Relocation Work and has informed the City that such amount is the maximum amount that Gulf Health has available to expend for the Line Relocation Work; the City believes that such amount reflects an appropriate allocation of the costs of the Line Relocation Work between the City and Gulf Health based on the relative benefits to the Hospital Project and other benefits to the City's electric system;

WHEREAS, in addition to the improvements to the City's electric system resulting from the Line Relocation Work the City finds that the Hospital Project, facilitated by the Line Relocation Work, will promote the economic development of the City and will be in the best interests of the City and its citizens by: (i) increasing the availability of health care services in the City, which are vital to the health and wellbeing of the citizens of the City and are crucial in the recruitment of business enterprises to the City; and (ii) increasing the number of health care job opportunities in the City;

WHEREAS, for purposes of Section 94.01 of the Constitution of Alabama of 2022, the governing body of the City has determined that the expenditure of public funds for the Line Relocation Work will serve a valid and sufficient public purpose, notwithstanding any incidental benefit accruing to any private entity or entities; and

WHEREAS, the City and Gulf Health desire to agree upon the terms and conditions pursuant to which the City will undertake the Line Relocation Work and Gulf Health will make payments to the City as aid to construction for the Line Relocation Work.

NOW, THEREFORE, for and in consideration of the foregoing premises, the covenants and agreements herein contained, and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I THE LINE RELOCATION WORK

Section 1.1 The Hospital Project. Gulf Health will proceed with the Hospital Project and will diligently carry out the construction of the Hospital Project to completion.

Section 1.2. Engagement of Contractor. The City will engage Gridco, Inc., a Delaware corporation (the "Contractor"), to perform the Line Relocation Work as a part of the Utility Project in accordance with the design and construction contract documents pertaining to the Utility Project (the "Contract Documents"). As contemplated by the Contract Documents, the City will purchase and furnish to the Contractor all materials for the Line Relocation Work. The City is the Owner pursuant to the Contract Documents and will have all rights and obligations as such under the Contract Documents with respect to the Utility Project, including the Line Relocation Work. Gulf Health will have no authority to act for the City, as its agent or otherwise, and will have no rights or obligations under the Contract Documents. For the avoidance of doubt, neither this Agreement nor any document or instrument executed by Gulf Health in connection with this Agreement is a Contract Document.

Section 1.3 Payment by Gulf Health. The Hospital shall make payments in the aggregate amount equal to \$1,000,000 as follows: (i) commencing on the first day of the first calendar month following the date of this Agreement and continuing through and including the first day of the eleventh calendar month following the date of this Agreement, eleven equal

payments in the amount of \$83,333.33; and (ii) on the first day of the twelfth calendar month following the date of this Agreement, a final payment in the amount of \$83,333.37.

Section 1.4 Reporting. From time to time, within a reasonable time after a request is made by Gulf Health, the City shall provide reports to Gulf Health concerning the status of the Line Relocation Work. Additionally, within a reasonable time after request by Gulf Health, the City shall provide to Gulf Health copies of such documents as Gulf Health requests pertaining to the Line Relocation Work and the City's payments to the contractor and suppliers of materials for the Line Relocation Work.

Section 1.5 Ownership of Improvements. The improvements made in connection with the Line Relocation Work shall be owned by the City and Gulf Health shall own no interest therein.

Section 1.6 Access to Hospital Property. Gulf Health shall allow the Contractor and its subcontractors access to the Hospital property for the purposes of the Line Relocation Work.

Section 1.7 No Commitment Regarding Timing of Completion of Work. The Contract Documents provide that the Contractor will complete the Utility Project, including the Line Relocation Work, within 300 days of commencement of construction. However, Gulf Health acknowledges that completion of the Line Relocation Work could take longer as a result of force majeure events, change orders, contractor default, supply chain issues or other reasons or delays beyond the control of the City. The City makes no representation or warranty whatsoever concerning the time within which the Line Relocation Work will be completed but will use commercially reasonable efforts to aid the Contractor in remaining on schedule. In no event shall the City have any liability for damages, whether legal or equitable, with respect to delays in completion of the Line Relocation Work; provided, however, that the City shall be responsible for repairing any damage to the Hospital grounds caused by the City or the Contractor.

Section 1.8 No Liability for Contractor's Acts or Omissions. The City shall have no liability to Gulf Health for any act or omission of the Contractor, any subcontractor, or any of their employees or agents in connection with the performance of the Line Relocation Work or the Utility Project or otherwise.

ARTICLE II GENERAL REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations and Warranties of the City. The City does hereby represent and warrant as follows:

(a) The City, by action of its governing body, has duly authorized the execution, delivery, and performance of this Agreement.

(b) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by the City, violates, constitutes a default under or a breach of (i) any agreement, instrument, contract, mortgage, ordinance, resolution or indenture to which the City is a party or

to which the City or its assets or properties are subject; or (ii) any law, judgment, decree, order, ordinance, rule, regulation, consent, or resolution applicable to the City or any of its assets or properties.

(c) There is not now pending nor, to the knowledge of the City, threatened, any litigation affecting the City which questions (i) the validity or organization of the City, (ii) the members, titles, or positions of the members of the governing body or the manner in which the officers of the City are selected, or (iii) the subject matter of this Agreement.

Section 2.2 Representations and Warranties of Gulf Health. Gulf Health hereby makes the following representations and warranties:

(a) Gulf Health is duly organized and validly existing as a nonprofit corporation under the laws of the State of Alabama and is duly authorized to execute, deliver, and perform this Agreement. Gulf Health is qualified to do business in and is in good standing under the laws of the State of Alabama.

(b) Neither the execution and delivery of this Agreement, nor the performance hereof, by Gulf Health requires any consent of, filing with or approval of, or notice to, or hearing with any person or entity (including, but not limited to, any governmental or quasi-governmental entity), except for such consents, filings, notices, and hearings described herein, or already held or maintained, or to be secured prior to the commencement of work on the Hospital Project.

(c) Neither the authorization, execution and delivery of, nor the performance of, this Agreement by Gulf Health, violates, constitutes a default under or a breach of (i) the organizational documents of Gulf Health, (ii) any agreement, instrument, contract, mortgage, or indenture to which Gulf Health is a party or to which Gulf Health or its assets are subject, or (iii) any judgment, decree, order, ordinance, regulation, consent, or resolution applicable to Gulf Health or any of its assets.

(d) There is not now pending nor, to the knowledge of Gulf Health, threatened, any litigation affecting Gulf Health which questions the validity or organization of Gulf Health, or any of the representations and warranties of Gulf Health contained herein.

ARTICLE III MISCELLANEOUS PROVISIONS

Section 3.1 Severability; Enforceability. If any term or provision hereof shall be determined by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such provision shall be severed from this Agreement and shall not affect the validity of the remainder of this Agreement.

Section 3.2 Entire Agreement. This Agreement, including the Exhibits attached hereto and the agreements and instruments referenced herein and executed by the Parties, contains the entire agreement of the Parties regarding the transactions described herein. Any agreement

hereafter made shall be ineffective to change, modify, or discharge this Agreement in whole or in part unless such agreement is in writing, and is signed by the Party against whom enforcement of any change, modification, or discharge is sought.

Section 3.3 Counterparts; Electronic Signatures. This Agreement may be executed in two or more counterparts, each of which shall constitute one and the same agreement. This Agreement may be signed and delivered by means of electronic signature and delivery (i.e., by email of a PDF copy of a signature page or by DocuSign or similar electronic signature technology). No Party will raise the signature or delivery of this Agreement or any counterpart hereof by electronic means as a defense to the formation or enforceability of a contract and each Party forever waives any such defense.

Section 3.4 Assignment. This Agreement is not assignable by either Party without the written consent of the other Party.

Section 3.5 Notices.

(a) All notices, demands, consents, certificates or other communications hereunder shall be in writing, shall be sufficiently given and shall be deemed given when delivered personally to the Party or to an officer of the Party to whom the same is directed, or mailed by registered or certified mail, postage prepaid, or sent by overnight courier, addressed as follows:

(i) If to the City:

City of Fairhope
Attn: Mayor Sherry Sullivan
161 North Section St.
Fairhope, AL 36532
sherry.sullivan@fairhopeal.gov

(ii) If to Gulf Health:

Gulf Health Hospitals, Inc., d/b/a Thomas Hospital
Attn: President/CEO
750 Morphy Avenue
Fairhope, AL 36532
ormand.thompson@infirmaryhealth.org

(b) Any such notice or other document shall be deemed to be received as of the date delivered, if delivered personally, or as of five business days after the date deposited in the mail, if mailed, or the next business day, if sent by overnight courier. A copy shall be provided by electronic mail.

Section 3.6 Governing Law; Specific Performance. This Agreement shall be governed exclusively by, and construed and interpreted in accordance with, the laws of the State

of Alabama. Each Party has the right to specific performance of this Agreement in accordance with Alabama law.

Section 3.7 Venue. Each of the Parties irrevocably submits to the jurisdiction of the Alabama state courts sitting in Baldwin County, Alabama over any suit, action or proceeding arising out of or relating to this Agreement or any transaction undertaken in connection therewith, and waives, to the fullest extent permitted by law, any objection or defense that such Party may now or hereafter have based on improper venue, lack of personal jurisdiction, inconvenience of forum or any similar matter in any such suit, action, or proceeding brought in any such court.

Section 3.8 No Partnership or Joint Venture. Nothing contained in this Agreement shall constitute or be construed to be a partnership or joint venture among the Parties and their respective permitted successors and assigns.

Section 3.9 No Third-Party Beneficiaries. This Agreement is intended only for the benefit of the signing Parties hereto, and neither this Agreement, nor any of the rights, interest, obligations or commitments hereunder, is intended for the benefit of any other person or third-party.

[Signatures follow beginning on the next page]

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name, under seal, and the same attested, by officers thereof duly authorized, and has caused this Agreement to be dated the date and year first above written.

CITY OF FAIRHOPE, ALABAMA

By: _____
Sherry Sullivan
Its Mayor

[SEAL]

Attest:

Lisa A. Hanks, City Clerk

STATE OF ALABAMA
COUNTY OF BALDWIN

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

Given under my hand and official notarial seal this the ____ day of _____, 2026.

[SEAL]

NOTARY PUBLIC
My Commission Expires: _____

GULF HEALTH HOSPITALS, INC.,
an Alabama nonprofit corporation

By: [Signature]
D. Mark Nix
Its: President + CEO

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned Notary Public, in and for said State and said County, hereby certify that D. Mark Nix, whose name as President + CEO of Gulf Health Hospitals, Inc., an Alabama nonprofit corporation, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, s/he, as such officer and with full authority, executed the same voluntarily as and for the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal this the 10th day of March, 2026.

[SEAL]



DEBORAH R. THORNTON
My Commission Expires
May 15, 2027

[Signature]
NOTARY PUBLIC

My Commission Expires:

5/15/2027

EXHIBIT A

DESCRIPTION OF LINE RELOCATION WORK

Alternate #1 – Relocating a 46 KV transmission line and a 3-phase distribution line consisting of approximately fourteen (14) new concrete transmission poles, and approximately three (3) new wood distribution poles. This Alternate will also include a 46 KV underground road bore under Greeno Road (Hwy 98) for approximately 300 feet. The road bore will consist of a 20-inch HDPE encasement with four (4) 5-inch and two (2) 2-inch HDPE conduits inside the encasement. The bore shall be 10-feet under the highway. Install an underground 3-phase line, secondary street light line, and an empty 2-inch conduit for future fiber use along Ingleside Street to Morphy Avenue for approximately 630 feet. All concrete poles shall be backfilled with gravel.

NOTICE OF PROPOSED ACTION AT PUBLIC MEETING

Notice is hereby given that the City Council of the City of Fairhope, during its regular meeting on Monday, April 13, 2026, at 6:00 o'clock p.m., Central Time, in the Fairhope Municipal Complex, Council Chambers, 161 N. Section Street, Fairhope, AL 36532, will consider a resolution to promote economic development within the City. The proposed resolution will authorize an Aid to Construction Agreement (the "Agreement") between the City and Gulf Health Hospitals, Inc., an Alabama nonprofit corporation ("Gulf Health"). Gulf Health is undertaking an estimated \$40,000,000 expansion of Thomas Hospital at the Southwest intersection of Morphy Avenue and Greeno Road in the City (the "Hospital Project"). Pursuant to the Agreement the City will perform certain improvements to the City's electric system, including the relocation of a transmission line and a distribution line in order to enable and facilitate the Hospital Project, at a total estimated cost of \$1,823,628 (the "Work"), and Gulf Health will agree to contribute \$1,000,000 to the City as aid to construction for the Work. In addition to the improvements to the City's electric system resulting from the Work, the public benefits to be realized from the Hospital Project, facilitated by the Work, are expected to include (i) increasing the availability of health care services in the City, which are vital to the health and wellbeing of the citizens of the City and are crucial in the recruitment of business enterprises to the City, and (ii) increasing the number of health care job opportunities in the City.

City of Fairhope, Alabama



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-788

FROM:	Richard Johnson, City Engineer
SUBJECT:	Mayor Sullivan to execute a Riparian Easement of State-Owned Submerged Lands "Riparian #25-12-014 from the State of Alabama, Department of Conservation and Natural Resources, State Lands Division, acting by and through its Commissioner (Grantor) to City of Fairhope, an Alabama Municipal Corporation (Grantee) relating to the state-owned submerged land more particularly described in the Riparian Easement; and hereby authorizes to appropriate funding of \$8,021.75 for the first year for the Riparian Easement fees.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001100-50400	General Government - Miscellaneous	\$0.00	\$8,021.75	(\$8,021.75)

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to execute a Riparian Easement of State-Owned Submerged Lands “Riparian #25-12-014 from the State of Alabama, Department of Conservation and Natural Resources, State Lands Division, acting by and through its Commissioner (Grantor) to City of Fairhope, an Alabama Municipal Corporation (Grantee) relating to the state-owned submerged land more particularly described in the Riparian Easement.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes to appropriate funding of \$8,021.75 for the first year for the Riparian Easement fees.

Adopted on this 13th day of April, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA

)

)

BALDWIN COUNTY

)

RES #25-12-014

RIPARIAN EASEMENT
OF STATE-OWNED SUBMERGED LANDS

The State of Alabama, Department of Conservation and Natural Resources, State Lands Division, acting by and through its Commissioner (hereinafter "Grantor"), for and in consideration of payment of the annual easement fees, as set forth herein, and the faithful and timely performance of and compliance with all terms and conditions stated herein, does hereby grant a Riparian Easement (hereinafter "Easement") to City of Fairhope, an Alabama Municipal Corporation (hereinafter "Grantee") (Grantor and Grantee collectively hereinafter "Parties"), relating to the state-owned submerged land more particularly described as follows:

A parcel of state-owned submerged land located in Township 6 South, Range 2 East, Section 37, Mobile Bay of Baldwin County, Alabama, containing approximately 23,051 square feet, more or less, within Zone 2 as defined pursuant to Ala. Admin. r. 220-4-.09, et seq., and which is more particularly shown in "Exhibit A," attached hereto, and made a part hereof (hereinafter "Easement Area").

The terms and conditions on and for which this Easement is granted are as follows:

1. TERM

It is understood and agreed that this Easement is for a term beginning as of the date of the Governor's signature (hereinafter "Effective Date") and ending at midnight on the last day of February 2036.

2. IMPROVEMENTS AND OPERATIONS

Improvements and operations conducted on the Easement Area shall be limited to those directly associated with the adjoining upland property which is owned by the Grantee. The upland property is more particularly described as follows:

A parcel of upland property lying adjacent to the Easement Area which is more particularly shown in "Exhibit B," attached hereto, and made a part hereof (hereinafter "Riparian Upland Property").

All costs of constructing, equipping, and maintaining any improvements located on the Easement Area shall be at the sole expense of the Grantee.

Notwithstanding anything herein to the contrary, the total length of each boat slip and all improvements shall not extend into the water more than 460 to 770 feet, measured from the mean

high tide line. A ten (10) foot setback from the adjacent riparian boundary shall be maintained. Setbacks from other activities, channel, or natural resources may also be required to ensure safety, facilitate enforcement abilities, or ensure resource management. Grantor may require a survey or additional surveys during the term of this Easement to ensure compliance with this provision. The costs associated with the survey or surveys will be the responsibility of the Grantee.

3. USE OF EASEMENT AREA

Grantee is authorized to use the Easement Area solely for the construction, operation, and maintenance of a pier structure for the purposes of supporting commercial activities that will include lateral/finger piers and mooring/structure pilings that will be situated between approximately 460 and 770 feet waterward into open waters measured from the mean high tide line. Such use of the Easement Area shall be in accordance with all terms and conditions of this Easement and pursuant to Exhibit A.

Grantee shall not alter structures or the use of the Easement Area without the prior written consent of Grantor. If Grantor determines Grantee to be in violation of this provision, Grantor, may, in its sole discretion, condition its consent upon Grantee obtaining a fully executed amendment to this Easement pursuant to Paragraph 18 and/or Grantee agreeing to remove unauthorized structures or otherwise to take actions necessary to comply with applicable laws. This restriction does not apply to minor structural repairs required to maintain the authorized structures in a good state of repair, provided that such repairs do not exceed the activities and/or structures authorized by this Easement.

4. USACE AUTHORIZATION

Prior to commencement of construction and/or activities authorized herein, the Grantee shall obtain all applicable permits which specifically include, but are not limited to, the U.S. Army Corps of Engineers (USACE) permit.

Grantee hereby certifies that its USACE Permit Application Number is SAM-2006-2327-LCS and that it has provided Grantor with the most up-to-date information. Grantee agrees to provide Grantor with any subsequent changes or updates to this USACE permit. Grantee further acknowledges and agrees that Grantor's agreement to issue this Easement is based in part upon information provided by Grantee as set forth in Exhibit A and Exhibit B. Accordingly, any subsequent modifications to construction and/or activities authorized herein including, but not limited to, modifications required by the USACE in connection with issuance of its permit shall require the written approval of Grantor prior to commencement of construction and/or other activities pursuant to this Easement. Also, the failure to construct or rebuild any or all of the authorized structures within 2 years may result in a termination of this Easement or an amendment at Grantor's discretion.

5. EASEMENT FEES

Grantee hereby agrees to pay to Grantor an annual easement fee (hereinafter “Easement Fee”). The amount of the Easement Fee due from Grantee shall be calculated and adjusted annually based upon the then applicable greater amount for that year of the following:

A. Minimum Fee of \$896.00 (effective 3/1/2026 through 2/28/2027) as hereafter revised annually on March 1st based upon fluctuations of the Consumer Price Index for All Urban Consumers (CPI-U), South Urban, All Items, as published by U.S. Department of Labor, Bureau of Labor Statistics (hereinafter CPI-U); or

B. Preempted Area Fee calculated at the rate of \$0.348 per square foot of preempted area (Zone 2 rate effective 3/1/2026 through 2/28/2027) as identified on Exhibit A with such rate being hereinafter revised annually based upon CPI-U as provided in subsection (A) above.

The calculated greater amount based on 5B is \$8,021.75 and will be used by Grantor to determine the initial Easement Fee.

The initial Easement Fee due from Grantee shall be a prorated Preempted Area Fee calculated by Grantor based upon the Effective Date of the Easement through the last day of February. Grantor will provide Grantee the amount due as the initial Easement Fee following the Effective Date and payment shall be due from Grantee prior to delivery of the fully executed Easement by Grantor.

Subsequent Easement Fees shall be determined by Grantor on or about March 1st of each year. On or about March 15th each year, Grantor will endeavor to send Grantee the amount of the updated annual Easement Fee due from Grantee. However, it shall at all times remain the sole responsibility of Grantee to contact Grantor for the updated annual Easement Fee amount due and submit to Grantor timely payment for the annual Easement Fee due and payable each year without regard to Grantee’s receipt of such updated annual Easement Fee information.

Payment of the annual Easement Fee is due May 1st of each year. There shall be a late payment assessment for Easement Fees which are received by Grantor after May 31st. This assessment shall be computed at the rate of 10 percent per annum, calculated on a daily basis for every day the Easement Fee payment is late.

All payments shall be made by check payable to the State Lands Division and delivered to the address set forth in Paragraph 20. It is the sole responsibility of Grantee to confirm actual receipt by Grantor of Easement Fee payments.

6. EASEMENT FEE CERTIFICATION

Upon request from Grantor, Grantee shall provide an annual certification, in such form as may be requested by Grantor, detailing information deemed necessary by Grantor to facilitate its calculation of or confirmation of the Easement Fee in accordance with Paragraph 5.

7. COMPLIANCE WITH LAWS

The obligation to obtain all required permits and approvals from federal, state, and local governmental agencies shall at all times rest exclusively with the Grantee. In addition, Grantee agrees at all times to maintain compliance with requirements of such permits and approvals including, but not limited to, all requirements set forth pursuant to Grantee's USACE permit associated with the Easement Area and to maintain compliance with all federal, state, and local laws. Grantee shall not knowingly permit or suffer any nuisances or illegal operations of any kind on the Easement Area. Any unlawful activity which occurs on the Easement Area or in conjunction with the use of the Easement Area, shall be grounds for the termination of this Easement by the Grantor.

8. UNAUTHORIZED ACTIVITIES / DREDGING

Grantee acknowledges and agrees that activities not authorized herein, including, but not limited to, dredging on the Easement Area, are prohibited without the prior written consent from the Grantor. Unless specifically authorized in writing by the Grantor, such activities or structures shall be considered unauthorized and Grantor may pursue all available legal remedies and/or terminate this Easement in its sole discretion.

9. DISPOSAL OF HAZARDOUS WASTE / MATERIALS PROHIBITED

Grantee shall not at any time place or dispose of any hazardous material/waste on or over the Easement Area. No material/waste which may be classified as hazardous shall be stored, dumped or allowed to escape on or over the Easement Area. In the event the Grantee violates the intent of this paragraph, the Easement may be terminated immediately. Grantee shall be solely responsible, at its expense, for cleanup/remediation activities required on or around the Easement Area and/or the payment of any fines associated with a violation of this paragraph. Grantee will protect and save harmless Grantor as provided in Paragraph 19.

10. PROPERTY RIGHTS / NAVIGATION

Grantee shall make no claim of title or interest to the state-owned submerged lands within the Easement Area by reason of the Grantor agreeing to this Easement, and all title and interest to said land remains vested in the Grantor. The Grantee is prohibited from including, or making any claim that purports to include, the submerged lands within the Easement Area as part of any form of private ownership. The Grantee is further prohibited from making any claim, including any advertisement, that said land, or the use thereof, may be purchased, leased, sold or re-sold.

It is specifically understood by the Grantee that the Easement is made subject to any and all rights outstanding in the public as to navigation. Grantee further understands that activities, structures and improvements associated with this Easement shall not unreasonably interfere with navigation.

11. INTEREST IN RIPARIAN UPLAND PROPERTY

During the term of this Easement, the Grantee, or its successor in interest, shall maintain a fee simple title interest in the Riparian Upland Property, and if such interest is terminated this Easement may be terminated immediately at the option of Grantor. Prior to a sale of the Riparian Upland Property, Grantee shall notify any potential buyer or transferee of the existence of this Easement and all its terms and conditions. Grantee shall submit and execute any documents required by the Grantor to assign this Easement, if Grantor consents to an assignment pursuant to Paragraph 17. Failure of Grantee to comply with this paragraph will not relieve the Grantee from responsibility for full compliance with the terms and conditions of this Easement which include, but are not limited to, payment of all fees and/or penalty assessments.

12. CONSTRUCTION / OPERATIONS / MAINTENANCE / INSPECTION

Grantee understands and agrees the granting of this Easement shall not be a bar or defense to the right of the State of Alabama and its agencies, boards, and commissions to require Grantee to suspend or cease construction or operation activities that unreasonably or unlawfully interfere with or threaten existing natural resources (including, but not limited to, natural resource services such as fishing and recreational opportunities), navigation, and/or public health, safety or welfare, and also to pursue all available remedies for any damages resulting from such activities. No improvements shall be constructed in any manner that would cause harm to wildlife or fisheries resources. Grantee further understands and agrees that under no circumstance shall the construction of any facility on the Easement Area be configured to create an enclave between adjacent riparian owners.

Grantee further understands and agrees that if the structures located on the Easement Area are substantially destroyed in a manner as to require modification to Grantee's USACE permit or to require a new USACE permit, Grantee must immediately notify Grantor and receive prior written consent from Grantor before proceeding with construction and/or repairs. Grantor may condition its consent upon Grantee obtaining a fully executed amendment to this Easement pursuant to Paragraph 18 and/or Grantee agreeing to remove unauthorized structures or otherwise to take actions necessary to comply with applicable laws.

Grantee shall maintain the Easement Area in good condition, keeping the structures and equipment located thereon in a good state of repair in the interests of public health, safety, and welfare.

The Easement Area shall be subject to inspection by the Grantor at any reasonable time.

13. TERMINATION / EXPIRATION

If Grantee fails to comply with this Easement, Grantor may terminate this Easement upon thirty (30) days written notice to Grantee unless otherwise provided herein. Grantor may terminate this Easement at any time without cause upon one hundred eighty (180) days written notice to Grantee. Upon termination or expiration of this Easement, Grantee shall immediately peacefully proceed with removal of structures pursuant to Paragraph 14. All costs and attorneys' fees incurred by the Grantor to enforce the provisions of this Easement shall be paid by the Grantee. Termination of this Easement shall be effective upon Grantor's delivery of notice to the Grantee pursuant to Paragraph 20.

Upon termination or expiration of this Easement all permissions granted hereunder shall cease and terminate.

14. REMOVAL OF STRUCTURES

Unless otherwise waived in writing by the Grantor, Grantee shall remove, at its expense, improvements, structures, and equipment occupying or erected upon the Easement Area no later than 120 days after expiration or termination of this Easement, in a manner approved by Grantor. This obligation to remove shall constitute an affirmative covenant upon the Riparian Upland Property, shall run with the title to said property, and shall be binding upon Grantee and Grantee's successors in title or successors in interest.

If the Grantee fails to remove said improvements, structures, and equipment occupying or erected upon the Easement Area after expiration, cancellation or termination of this Easement, such will be deemed forfeited to the Grantor and the Grantor may authorize removal and may sell such forfeited structures and equipment at its discretion. However, such remedy shall be in addition to all other remedies available to the Grantor under applicable laws, rules, and regulations including the right to compel removal of all structures.

Any costs and expenses incurred by the Grantor in removal of any improvements, structures, and equipment occupying or erected on the Easement Area shall be paid by Grantee and any unpaid costs and expenses shall constitute a lien upon the interest of the Grantee in the Riparian Upland Property enforceable as provided by law.

15. RENEWAL

Renewal of this Easement shall be at the sole option of the Grantor. Such renewal shall be subject to the current fees, terms, conditions, and management standards as well as applicable laws, rules, and regulations in effect at the time of the renewal. If the Grantee is in full compliance with the terms of this Easement, the Grantee may apply in writing for a renewal. The request to renew this Easement must be received by Grantor no later than four (4) months prior to expiration of the Easement term set forth in Paragraph 1. The renewal term shall not exceed ten (10) years.

If the Grantee fails to timely apply for a renewal, or in the event the Grantor does not grant a renewal, the Grantee upon notice from Grantor shall vacate the Easement Area and remove all

structures and equipment occupying or erected thereon at Grantee's sole expense pursuant to Paragraph 14.

16. ADJUDICATION OF RIPARIAN RIGHTS OR APPLICABLE LAW

- A. In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to encroach on or interfere with the riparian rights of adjacent upland property owners, Grantee agrees to either obtain written consent, satisfactory to Grantor, from the affected riparian owner for the offending structure or remove the interference or encroachment within sixty (60) days from the date of the adjudication or such other time as set forth pursuant to such adjudication. Failure of Grantee to comply with this paragraph shall be grounds for immediate termination of this Easement at the option of the Grantor.
- B. In the event that any part of any structure authorized hereunder is determined by a final adjudication issued by a court of competent jurisdiction to be in violation of any provision of applicable law and such violation(s) cannot be remedied in a manner consistent with such adjudication through means set forth pursuant to subsection (A) of this paragraph, Grantee agrees to fully comply with the provisions of such adjudication within sixty (60) days from the date of the adjudication or such other time as set forth pursuant to such adjudication. Failure of Grantee to comply with this paragraph shall be grounds for immediate termination of this Easement at the option of the Grantor.

17. ASSIGNMENT

This Easement shall not be assigned or otherwise transferred in any manner without the prior written consent of the Grantor and shall be subject to the then current terms, conditions, and provisions of applicable laws, rules, regulations, and payment of an assignment fee. Any assignment or other transfer without such prior written consent of the Grantor shall be null and void and without legal effect. Payments required under Paragraph 5 must be paid in full prior to any request for assignment pursuant to this provision.

18. AMENDMENTS / MODIFICATIONS

This Easement is the entire and only agreement between the Parties. Any amendment or modification to this Easement must be in writing, must be accepted, acknowledged, and executed by the Grantee and Grantor and thereafter recorded by Grantee in accordance with Paragraph 22. Payments required under Paragraph 5 must be paid in full prior to any request for modification or amendment pursuant to this provision.

19. INDEMNIFICATION, WAIVER, RELEASE, AND HOLD HARMLESS

Grantee will take proper safeguards to prevent any and all injuries or damage to property of Grantor, to the public, and to any other property, material, or thing, and Grantee alone shall be responsible for any damage or injury it causes occurring on or about the Easement Area.

Grantee will assume, pay, and at all times defend, indemnify, protect and save harmless Grantor, its officers, agents and employees, for claims for damages for injuries to person or property arising or resulting from any act or default of the Grantee, its agents or employees, together with all costs, expenses, and attorney fees incurred with respect to any such claim, demand or legal proceeding made or brought against Grantor, its officers, agents or employees.

Grantee's property of every kind, nature and description belonging to Grantee, which may be on or in the Easement Area during the continuance of this Easement or any occupancy by the Grantee thereof shall be at the sole risk of the Grantee, and if the whole or any part thereof shall be destroyed or damaged by theft, Act of God, or any other cause, no part of said loss or damage is to be charged to or be borne by Grantor, and the Grantee hereby agrees to forever hold Grantor harmless from and to indemnify Grantor against any and all loss, costs, debt, claim, damage, judgment, and/or expense suffered and incurred by Grantor in connection herewith.

Grantee agrees that it has inspected and is thoroughly familiar with the Easement Area and is utilizing the Easement Area "AS IS, WHERE IS, AND WITH ALL FAULTS" condition, both as to property defects seen and unseen and conditions natural or artificial, without any warranties, expressed or implied. Grantee understands and agrees that Grantor has not made and makes no representations or warranties of any kind with respect to the condition or value of the Easement Area or its fitness, suitability or acceptability for any particular use or purpose. Grantee hereby releases Grantor and its employees, agents, representatives, and officials from any and all claims presently accrued or accruing in the future that Grantee may discover relating to: (i) the condition of the Easement Area at any time, before or after the execution of the Easement, including without limitation, the introduction, placement or presence of any hazardous substance or other environmental condition and (ii) any other matter pertaining to the Easement Area, and such release shall survive the expiration or termination of the Easement.

Further, Grantor has not made and makes no warranty or guarantee of any kind related to Grantee's ownership or interest in the Riparian Upland Property, or associated right to the Easement Area, which ownership or interest may affect the rights or privileges granted herein. Grantor reserves the right to terminate or amend this Easement if it later determines or evidence is presented or a judicial determination is made that Grantee does not or may not possess a sufficient upland interest to justify the Easement Area or if the Easement Area was approved in error. Grantor therefor reserves the right to terminate this Easement or request a modification of the Easement Area. Any improvements or expenditures related to the rights or privileges granted herein are at Grantee's own risk. Grantee understands and agrees that under no circumstances shall the Grantor be responsible for reimbursement of any costs associated therewith.

Additionally, Grantee understands and agrees that it hereby releases from liability and waives its right to sue Grantor and its employees, agents, representatives, and officials for any and all claims resulting in any physical injury, economic loss, property damage, inverse condemnation, "takings" in violation of the constitutions of the United States or the State of Alabama, whether made directly against the State, or against the State via vicarious liability due to acts of its agents, officers, employees, contractors, or assigns, along with all other claims for damage or loss as a result of or related in any way to the Easement or the activity contemplated therein.

20. NOTICES

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

City of Fairhope, an Alabama Municipal Corporation
Attention: Sherry Sullivan, Mayor
P.O. Drawer 429
Fairhope, AL 36533

Grantee shall immediately provide notice to Grantor of any change to this contact information.

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

State Lands Director
Department of Conservation and Natural Resources,
State Lands Division
64 North Union Street, Suite 464
Montgomery, Alabama 36130

21. TAXES AND ASSESSMENTS

The Grantee shall assume all responsibility for liabilities that accrue to the Riparian Upland Property or to the improvements thereon, including any and all drainage or special assessments or taxes of every kind and description which are now or may be hereafter lawfully assessed and levied against the Riparian Upland Property during the effective period of this Easement.

22. COVENANTS / RECORDATION OF EASEMENT

The Grantee binds itself, its successors, and assigns, to the terms and conditions of this Easement, and the terms and conditions of this Easement shall be deemed covenants of the Grantee, its successors, and assigns.

The Grantee, at its own expense, shall record this fully executed Easement in its entirety in the public records of the county within which the Easement Area is located within fourteen (14) days after receipt, and shall provide to the Grantor within ten (10) days following the recordation a stamped filed copy of the recorded Easement in its entirety.

23. ENFORCEMENT OF RIGHTS AND OBLIGATIONS

Failure of Grantor to strictly or promptly enforce the rights and obligations herein shall not operate as a waiver thereof.

24. CHOICE OF LAW AND 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, including but not limited to the State's right of immunity from suit as provided by Article 1 Section 14 of the Official Recompile of the Constitution of Alabama of 1901, 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.

25. NOT A DEBT

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 Easement shall contravene any statute or constitutional provision or amendment, either now in effect or which may, during the course of this Easement, be enacted, then that conflicting provision in the Easement shall be deemed null and void.

26. NONDISCRIMINATION

Grantee agrees to comply with all federal and state laws which prohibit discrimination on the basis of race, color, religion, age, sex, pregnancy, national origin, genetic information, veteran status, or disability.

27. IMMIGRATION

By signing this Easement, the Grantee affirms, for the duration of the Easement, 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 Grantee is found to be in violation of this provision, Grantee shall be deemed in breach of the Easement and shall be responsible for all damages resulting therefrom.

28. 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, Grantee'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 Easement 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.

29. AGENCY LANGUAGE

By entering into this Easement, the Grantee is not an agent of the State, its officers, employees, agents or assigns. The Grantee is an independent entity from the State and nothing in this Easement creates an agency relationship between the Parties.

30. NOT ENTITLED TO MERIT SYSTEM

Grantee understands and agrees that it is not hereby entitled to any benefits of the Alabama State Merit System.

31. BOYCOTT

In compliance with Act 2016-312, the 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.

In compliance with Ala. Act No. 2023-409, by signing this Easement, Grantee provides written verification that Grantee, without violating controlling law or regulation, does not and will not, during the term of the Easement engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

32. SEVERABILITY

In the event any terms or provisions of this Easement 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.

33. GOVERNING LAW / SOVEREIGN IMMUNITY

This Easement 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 Recompile of the Constitution of Alabama of 1901, as amended, without regard to its conflicts of law provisions.

34. FORCE MAJEURE

In the case of a Force Majeure Event as defined herein, Grantor reserves the right to immediately terminate the Easement without prior notice to Grantee. Should this occur, neither party shall be liable for or be considered in breach of this Easement 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 Easement; (iv) national, state or regional emergency whether ongoing or occurring on or after the date of this Easement; (v) public health emergencies, outbreak, epidemic or pandemic, whether ongoing or occurring on or after the date of this Easement, 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”).

35. REVIEW AND EXECUTION

This is a legal, binding document. Grantee has been afforded the right to seek legal counsel and review this Easement and the terms set forth herein. By executing this Easement, Grantee acknowledges and understands the terms and conditions outlined herein and affirms Grantee’s assent to the contents of this Easement.

IN WITNESS WHEREOF, the Parties hereto have caused this Instrument to be executed.

RECOMMENDED:

STATE OF ALABAMA
Department of Conservation
and Natural Resources

Patricia Powell McCurdy
Director
State Lands Division

Christopher M. Blankenship
Commissioner

EASEMENT ACCEPTED:
City of Fairhope, an Alabama Municipal
Corporation

Signature: _____

Printed Name: _____

Title: _____

APPROVED:

ATTEST:

Kay Ivey
Governor of Alabama

Wes Allen
Secretary of State

Date: _____

STATE OF ALABAMA)
)
MONTGOMERY COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that ***Christopher M. Blankenship***, whose name as ***Commissioner of the Alabama Department of Conservation and Natural Resources***, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he, in his official capacity and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal this the _____ day of _____, 2026.

Notary Public

STATE OF ALABAMA)
)
_____ COUNTY)

I, the undersigned authority, a Notary Public in and for said State and County, hereby certify that ***Sherry Sullivan***, whose name as the ***Mayor of City of Fairhope, an Alabama Municipal Corporation***, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing instrument, he/she, in his/her official capacity and with full authority, executed the same voluntarily on the day the same bears date.

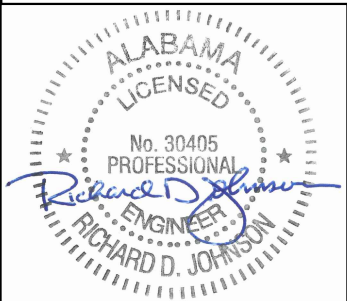
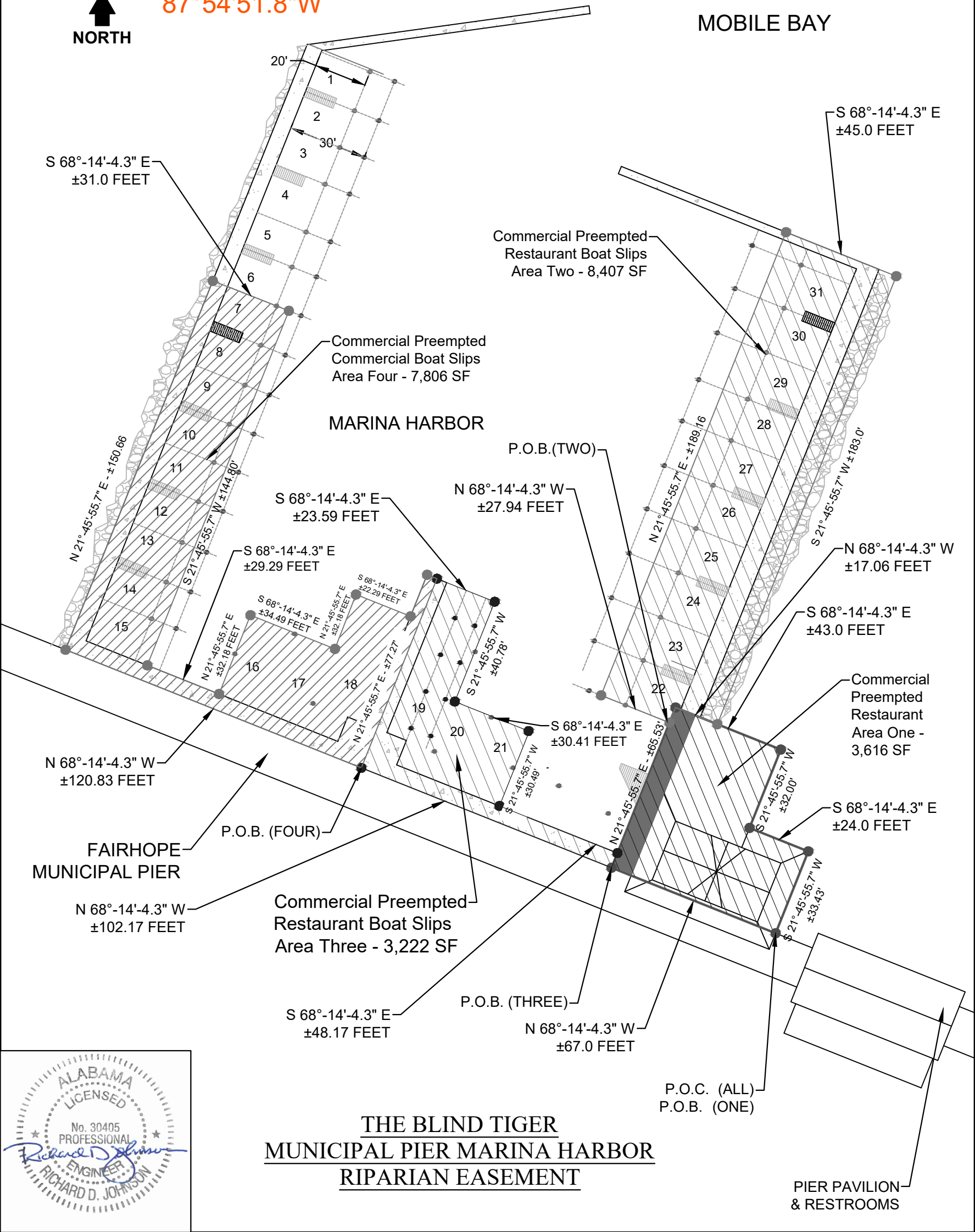
Given under my hand and seal this the _____ day of _____, 2026.

Notary Public

RIPARIAN EASEMENT - FAIRHOPE PIER		
City of Fairhope,Public Works Department		
Date: Oct. 29, 2025	Drawn By: R.D. Johnson, PE	Legal Description
Scale: 1" = 40'	2023-PWI 006	EXHIBIT 1 OF 1

Preempted Area One -	3,616 SF
Preempted Area Two -	8,407 SF
Preempted Area Three -	3,222 SF
Preempted Area Four -	7,806 SF
Total Preempted Area -	23,051 SF

RES 25-12-014
Exhibit A
30°31'29.8"N
87°54'51.8"W



Parks Deed to Town of Fairhope

THIS CONVEYANCE, executed on this the 29th day of September, 1931, by the Fairhope Single Tax Corporation, a corporation, chartered under the laws of the State of Alabama, party of the first part, and the Town of Fairhope, a municipal corporation, party of the second part, WITNESSETH:-

That whereas the party of the first part was organized not for the purpose of making a profit, but to demonstrate, as far as possible, under existing laws, the soundness of the Single Tax principle, and in consonance therewith, it has, for the benefit of its tenants, and the public, established and maintained parks; and,

WHEREAS, it is the policy of the party of the second part, whose inhabitants are largely composed of tenants of the party of the first part, to also establish and maintain parks, and it is in a more favorable position to do so, by reason of its police power, and exemption from taxation of any kind; and,

WHEREAS, the property hereinafter described has been since it was acquired by the party of the first part, used for park purposes, and party of the second part is willing to take it over and continue such use;

NOW, THEREFORE, in consideration of the premises, the said party of the first part does hereby grant, bargain, sell and convey unto the party of the second part, upon the conditions hereinafter expressed and agreed to by the party of the second part, in accepting this deed, the following described real property in the Town of Fairhope, Baldwin County, Alabama, viz:

"In Division One, the land bounded on the east by Bay View street, north and northwest by Magnolia Avenue, south and southwest by Fairhope Avenue; being 4.6 acres; 2. Land north of Fairhope Avenue and west of Magnolia Avenue, and Block 3, excepting a strip of land commencing at the Southwest corner of Block 3, running west 32 ft. thence north 5 deg. East to a point 12 ft. ~~12 ft.~~ west of the Northwest corner of Block 3, thence east 12 feet, thence south to point of beginning, and excepting a lot 44x90' under bluff, leased to A.O. Berglin, and a lot 100x125' on the margin of Mobile Bay, leased to T.H. Bowen, also excepting at the west end of Fairhope Ave, a bay frontage, with its riparian rights, covering wharf, warehouses and bathhouses extending north from the center of the wharf 63 ft. and south from said center 61 ft. 6.42 acres.

Land on south side of Fairhope Avenue, beginning at the west line of Block 2, extending west 319' and bounded on the south by the south line of Division 1 and the Hethershaw tract; also all of the gully south of Block one and west of Mobile Avenue, bounded on the South by the south line of Division 1, approximately 1.27 acres.

In Division Two, all of the land of grantor north of Cliff Drive and east of Mobile Ave to Church Street, containing 4.35 acres. 2. All the land west of Mobile Avenue, bounded on the north by the north line of Division 2; on the west by Mobile Bay; excepting blocks 5, 13F and 14F; containing 8.76 acres. 3. Block 21, containing one-quarter acre, and 4, triangle bounded west by George Street, east by Equity St., south by Morphy Avenue.

In Division Three. All of the land west of Bay View Street excepting Block 10, containing 11.56 acres.

In Division Three and Four, bounded as follows: Beginning at a point 33 ft, north of the northeast corner of Block 6, Div. 3, thence south to the southeast corner of Block 6; thence east 193 ft.; thence north 250 ft.; thence north 34 deg. east, 213 ft., to present cemetery fence; thence north 3.00 ft.; thence north 16 deg. east 97 ft.; thence south 38 deg. east 635 ft., following present cemetery fence and to west line of Section Street; thence across Section St. south 47 deg. east 100 ft. more or less to the northwest corner of Block 1, Div. Four; thence south 47 deg. east 155 ft.; thence south 76½ deg. east 410 ft.; thence south 14 deg. east 144 ft., to south line of Oak St.; thence south 32. degrees east 103ft.; thence south 175 ft. to southeast corner of Block 15 on Pine Street; thence east 296 ft.; thence south 15 ft.; thence south 47½ deg. east 250 ft.; thence north 81½ deg. east 116½ ft.; thence south 73 deg. east 142½ ft.; thence south 30 deg. east, 536 ft.; thence south 79 deg. east 179 ft.; thence south 53½ deg. east, 342 ft.; thence south 39½ deg. east 321 ft. to the north margin of Fairhope Avenue; thence east 100 ft. to the boundary line of the grantor in Bayou Charbon; thence following the boundary of the grantor's land in Bayou Charbon, northwesterly to the north line of fractional section 18, as surveyed by Silas Dinsmoor, U.S. Deputy Surveyor, in the year 1820; thence west 364 ft. to point of beginning; containing 29.9 acres; The total amount deeded being 66.11 acres, and all the divisions, blocks and streets, mentioned in this conveyance are understood to be according to map of grantor's land, filed Sept. 13, 1911 and duly recorded in Misc. Book No. 1, pages 320 and 321.

All of the property aforementioned being in corporate limits of Fairhope, Baldwin County, Alabama."

TOGETHER WITH ALL AND SINGULAR, the rights, ~~maxim~~ tenements, hereditaments, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, in fee simple, but upon the following conditions;

1. That the property conveyed shall be forever used as public parks of the Town of Fairhope, according to the general usage of public parks and according to the wishes of a majority of the qualified electors of the Town, provided, that in such use there shall be no special privileges of any kind to individuals or organizations and no profit to individuals, but the latter shall not apply to use made of any concession which may be given by the Town Council or other body in which control of the parks may be placed, for the fuller enjoyment of same by the public and awarded for terms of not exceeding a year only on a competitive basis; but, provided further, that the natural function of gullies included in conveyance as drainage ways for water from streets and other public and private lands, shall be recognized as a proper use of same in conjunction with their use as parks; also, that if in the future the Town decides upon putting in a sewer system and the Town Council and engineers agree that the best location for a disposal plant as an essential part of sewer system is in or along the gully north of the cemetery as now located, such use may be made of the needed land, with laying of such sewer lines leading to the same, and pipe lines for carrying the effluent therefrom as may be necessary, but modern methods shall be made use of to render the same inoffensive.

2. That in case of disapproval of any detail of park management evidenced by a petition filed with the body in control of the

parks signed by 10% of the qualified electors, the question as framed must be submitted to vote of the electors and the body in control of the parks shall be guided by the wishes of a majority as expressed by their votes and the filing of any such protest shall estop action upon any matter with which such petition shall deal until the same is voted upon.

3. That the land ~~was~~ conveyed west of Bay View Street north of Fairhope Avenue, bounded on the north by Magnolia Avenue and the Swift land ~~xxxx~~ and extending on the west to the top of the bluff above Mobile Bay, shall be designated and known as Henry George Park.

4. That the party of the first part shall be entitled to place and maintain at its expense suitable markers, (subject to approval of the party of the second part) setting forth that the lands on which the same are placed were donated by it to party of the second part for park purposes.

5. That full riparian rights to the land conveyed touching the margin of Mobile Bay shall pass to party of the second part for appropriate development and use in harmony with the conditions of this conveyance, but unless and until the party of the second part acquires the frontage used in connection with Fairhope Wharf, not included in this conveyance, no wharf shall be permitted to be built from property conveyed in competition with the wharf owned and controlled by party of the first part, its successors or assigns.

6. That should the party of the second part cease at any time to use the lands conveyed in harmony with the conditions of this conveyance, the title to the same shall immediately revert in the party of the first part.

IN WITNESS WHEREOF, the said party of the first part has caused this instrument to be executed in accordance with its constitution and by-laws, by its duly authorized officers under the seal of the corporation.

FAIRHOPE SINGLE TAX CORPORATION.

Attest:

By

D. L. Brown.
President.

(signed)

E. B. Gaston
Secretary.

Acknowledgment by above officers before Gladys Lowell, Notary Public, Sept. 29, 1931

Filed for record the 5th day of October, 1931
and recorded in deed book No. 51, N 8 pages 285 286.

G. W. Humphries Probate Judge.



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-800

FROM:	John Thomas, Interim Public Works Director
	Nicole Love, Grants Coordinator
SUBJECT:	Resolution - that the City Council approves a contract with Kimley-Horn to assist with the USDOT Safe Streets for All Implementation Grant funding program in the amount of \$25,000.00. Kimley-Horn will provide conceptual designs, planning-level construction cost estimates, and create graphics and formatted application materials. The City's Grants Coordinator will prepare and submit all required grant application forms.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the negotiated not-to-exceed amount of \$25,000.00 for RFQ PS26-025 Professional Services to assist with the USDOT Safe Streets for All (SS4A) Implementation Grant funding program and allow the Mayor to execute a contract with Kimley-Horn and Associates, Inc.

BACKGROUND INFORMATION:

Kimley-Horn is the engineering firm that did the Safety Action Plan. They did all the research to identify the projects in our area and are best suited to be able to provide the insight to help determine which suite of projects will be the most competitive for the Implementation funding. If awarded the funding, the grant will not cover the cost of this contract.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001350-50290	Streets - Professional Services	\$25,000.00	\$25,000.00	\$0.00

Although this specific item was not included in FY2026 Budget, an originally budgeted project is no longer necessary so there are sufficient budgeted funds in professional services to cover this expense. The grant does not cover the cost of this contract.

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council approves a contract with Kimley-Horn to assist with the USDOT Safe Streets for All Implementation Grant funding program in the amount of \$25,000.00. Kimley-Horn will provide conceptual designs, planning-level construction cost estimates, and create graphics and formatted application materials. The City's Grants Coordinator will prepare and submit all required grant application forms.

DULY ADOPTED THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

April 3, 2026

John Thomas
City of Fairhope Public Works
555 South Section St
Fairhope, AL 36532

Re: Letter Agreement for Professional Services for
City of Fairhope SS4A Implementation Grant

Dear Mr. Thomas:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) submits this Letter Agreement (“Agreement”) to City of Fairhope (“Client”) for providing SS4A Implementation Grant application services (“Project”).

PROJECT UNDERSTANDING

The United States Department of Transportation (USDOT) is expected to release a Notice of Funding Opportunity (NOFO) for the Safe Streets and Roads for All (SS4A) Grant program in late March or early April 2026. As in past years, it is anticipated there will be two buckets of funding, one for Planning & Demonstration and one for Implementation Grants.

The City of Fairhope desires to submit an SS4A Implementation Grant application focused on advancing priority projects identified in the City’s Safety Action Plan (SAP). The City seeks Kimley-Horn’s assistance primarily with the development of detailed, implementation-ready project concepts for inclusion in the application.

Kimley-Horn will support the City by developing conceptual designs that are sufficiently defined to advance into subsequent design phases, preparing planning-level construction cost estimates, and creating graphics and formatted materials to present the selected projects in a cohesive and professional application package. Kimley-Horn will also assist the City by reviewing and providing comments on the grant narrative prepared by the City to ensure alignment with program requirements and consistency with the developed project concepts.

The City will remain responsible for drafting the grant narrative, completing all standard forms, preparing required application maps, and entering information into ValidEval.

Since the FY 2026 NOFO has not yet been released, this scope of services is based on the assumption that the requirements will be generally consistent with those of FY 2025. If significant changes are implemented by USDOT that materially affect the level of effort described herein, such changes will constitute additional services.

TASK 1: PROJECT MANAGEMENT

- Kimley-Horn will schedule two, one-hour status calls per month with the City’s project manager, up to

four meetings

- A one-hour kick-off call will be held virtually with the City's project manager and Kimley-Horn. Meeting attendees will discuss the overall scope, schedule, and key milestones.

TASK 2: SS4A IMPLEMENTATION GRANT SUPPORT & PROJECT CONCEPT DEVELOPMENT

Kimley-Horn will assist the City with development of project concepts and supporting materials for inclusion in the SS4A Implementation Grant application and will perform the following services:

Project Selection & Coordination

- Coordinate with the City to confirm which SAP priority projects will be advanced for inclusion in the Implementation Grant application.
- Coordinate with the City to confirm project limits, intent, assumptions, and implementation considerations.

Conceptual Project Development

- Develop conceptual drawings for the selected project(s) at a level sufficient to demonstrate readiness to advance into final design and construction.
- Concepts may include, as applicable, typical sections, plan-view layouts, conceptual intersection treatments, and/or other graphics necessary to clearly convey the proposed improvements.
- Concepts will be developed to support grant evaluation and cost estimating purposes and are not intended to represent final engineering design.

Construction Cost Estimates

- Prepare planning-level construction cost estimates for each selected project concept, suitable for inclusion in the grant application budget.
- Cost estimates will be based on the developed concepts and professional judgment and will include appropriate assumptions and contingencies consistent with grant application needs.

Narrative Review & Technical Support

- Review the draft SS4A Implementation Grant narrative prepared by the City.
- Provide written comments and technical input to improve clarity, consistency, and alignment with SS4A program requirements and the developed project concepts.
- Kimley-Horn will not be responsible for drafting the full narrative text.

Graphics, Formatting, and Application Packaging

- Develop supporting graphics for inclusion in the application narrative and appendices, based on the conceptual project designs.
- Assemble application materials into a cohesive, professionally formatted document using Adobe InDesign or a similar platform, incorporating City-provided narrative text, forms, and maps.

TASK 2 DELIVERABLES:

- Conceptual design exhibits for selected project(s)
- Planning-level construction cost estimates for selected project(s)
- Written review comments on the City-prepared grant narrative
- Final formatted PDF application package incorporating narrative, graphics, and supporting materials provided by the City

SERVICES NOT INCLUDED

Any other services, including but not limited to the following, are not included in this Agreement:

- Preparation of the full SS4A Implementation Grant narrative
- Completion or submission of Standard Forms (e.g., SF-424 series, SF-LLL)
- Preparation of required application maps
- Entry of application materials into ValidEval
- Final engineering design, permitting, or construction documents

ADDITIONAL SERVICES

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates. Additional services we can provide include, but are not limited to, the following:

- Grant Administration
- Roadway Design

INFORMATION PROVIDED BY THE CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or Kimley-Horn's or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Draft SS4A Implementation Grant narrative prepared by the City for Kimley-Horn review and comment
- Any required application forms, certifications, and supporting documentation prepared by the City
- Mapping, GIS data, or application exhibits prepared by the City for inclusion in the grant application

RESPONSIBILITIES OF THE CLIENT

In addition to other responsibilities set out in this Agreement, the Client shall:

- Establish a ValidEval account

SCHEDULE AND FEE PROPOSAL

Schedule

Kimley-Horn will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1 and 2 on a labor fee plus expense basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
1	Project Management	\$5,000	Hourly, NTE
2	SS4A Implementation Grant Support & Project Concept Development	\$20,000	Hourly, NTE
Total		\$25,000	

Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. However, Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. Direct reimbursable expenses such as express delivery services, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Kimley-Horn to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Kimley-Horn" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to City of Fairhope.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in a PDF. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

To proceed with the services, please have an authorized person sign this Agreement below and return to us. We will commence services only after we have received a fully-executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Signed: 
Printed Name: Heather Glisson
Title: Project Manager

Signed: 
Printed Name: Clark Bailey
Title: Authorized Signer

CITY OF FAIRHOPE, AL

Signed:

Printed Name:

Title:

Date:



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: John Thomas

Date: 04/06/2026

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 NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.**

QUOTES

Vendor Name	Vendor Quote
1. <u>Kimley Horn</u>	\$ <u>25,000</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Professional Services for Grant Implementation
2. What is the total cost of the item or service? \$25,000
3. How many do you need? 1
4. Item or Service Is: ☒ New ☐ Used ☐ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): Kimley Horn
6. Vendor Number: 7089

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☐ Yes ☒ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? Click or tap here to enter text.
3. Budget code: 001350-50290

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



MEMO

Sherry Sullivan
Mayor

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: April 6, 2026

Re: RFQ PS 26-025 Professional Services – SS4A Implementation Grant Application Services

Council Members:
Andrea F. Booth
Jack Burrell, ACOMO
Jimmy Conyers
Joshua N. Gammon
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Interim Director of Public Works, John Thomas, and the Grants Coordinator, Nicole Love, are requesting the hiring of a professional consultant for providing SS4A Implementation Grant Application Services.

Per our Procedure for Procuring Professional Services, John Thomas, Nicole Love and I are providing firms for the Mayor to select from for the work.

The scope of this contract will include:

- Project Selection and Coordination
- Conceptual Project Development
- Construction Cost Estimates
- Narrative Review and Technical Support
- Graphics, Formatting, and Application Packaging

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

Apr 6, 2026

Kimley-Horn and Associates, Inc.

None. Submit another list

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

251-928-2136 (p)

Cc: file, John Thomas, Nicole Love, Mayor Sherry Sullivan

Memo to choose - Prof Srvcs -SS4A Implementation Grant

Final Audit Report

2026-04-06

Created:	2026-04-06
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA4JqBqfcN9ie8k9K-ROk54ViNfpKGxKiR

"Memo to choose - Prof Srvcs -SS4A Implementation Grant" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-04-06 - 7:40:24 PM GMT
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-04-06 - 7:40:50 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-04-06 - 7:40:58 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-04-06 - 10:01:07 PM GMT - Time Source: server
-  Agreement completed.
2026-04-06 - 10:01:07 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-795

FROM:	Lisa Hanks, City Clerk
	Jack Burrell, Councilmember
SUBJECT:	Grant Application for FY2026 Airport Infrastructure Grant funds to Replace Taxiway Lighting System and Guidance Signs Reimbursement Phase I at the H.L. "Sonny" Callahan Airport; and authorizes Mayor Sherry Sullivan to sign the application and any related forms or documents on behalf of the City of Fairhope. The Mayor is hereby authorized to execute an appropriate grant agreement with FAA without further action on the part of the City Council.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

That the City Council adopts the Resolution.

BACKGROUND INFORMATION:

WHEREAS, the City of Fairhope, Alabama, as the designated Sponsor for H. L. "Sonny" Callahan Airport (KCQF) ("Airport") intends to apply for Federal and State matching funds for an Airport Infrastructure Grant (AIG) project during fiscal year 2026; and

WHEREAS, the overall scope of the AIG project is to Replace Taxiway Lighting System and Guidance Signs Reimbursement Phase I at the H.L. "Sonny" Callahan Airport (KCQF) that was constructed and funded, in part, in FY25; and

WHEREAS, the total project cost for construction was \$1,135,026. Total FY25 funding was \$967,473 leaving a balance to be reimbursed in FY26 of \$169,560 with 95% of the project costs funded by the Federal Aviation Administration (FAA); 2.5% of the project costs funded by the Alabama Department of Transportation (ALDOT); and 2.5% of the project costs funded by Fairhope Airport Authority; and

WHEREAS, the application submission deadline is not later than May 15, 2026.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE AND AUTHORIZE
THE APPLICATION FOR THE FY2026
AIRPORT INFRASTRUCTURE GRANT
FOR H. L. “SONNY” CALLAHAN AIRPORT (KCQF)**

WHEREAS, the City of Fairhope, Alabama, as the designated Sponsor for H. L. “Sonny” Callahan Airport (KCQF) (“Airport”) intends to apply for Federal and State matching funds for an Airport Infrastructure Grant (AIG) project during fiscal year 2026; and

WHEREAS, the overall scope of the AIG project is to Replace Taxiway Lighting System and Guidance Signs Reimbursement Phase I at the H.L. “Sonny” Callahan Airport (KCQF) that was constructed and funded, in part, in FY25; and

WHEREAS, the total project cost for construction was \$1,135,026. Total FY25 funding was \$967,473 leaving a balance to be reimbursed in FY26 of \$169,560 with 95% of the project costs funded by the Federal Aviation Administration (FAA); 2.5% of the project costs funded by the Alabama Department of Transportation (ALDOT); and 2.5% of the project costs funded by Fairhope Airport Authority; and

WHEREAS, the application submission deadline is not later than May 15, 2026.

THEREFORE, BE IT RESOLVED, by the City of Fairhope, Alabama as follows:

1. That the City of Fairhope is authorized to make an Application for Federal Assistance for the AIG Project for the purpose of seeking Federal funding through the AIG program to Replace Taxiway Lighting System and Guidance Signs Reimbursement Phase I at the Airport.
2. That the application be submitted for and on behalf of the City of Fairhope by its Mayor, as designated by the City Council, who is authorized by this Resolution to sign the application and any related forms or documents on behalf of the City of Fairhope.
3. That should such grant application be accepted and approved by the FAA, that the Mayor is hereby authorized by this Resolution to execute an appropriate grant agreement with FAA without further action on the part of the City Council.

BE IT FURTHER RESOLVED, that the City of Fairhope, in reliance upon an appropriate resolution from Fairhope Airport Authority dated March 10, 2026, hereby affirms that the local matching share of funds in the amount required for this AIG Project shall be the responsibility of Fairhope Airport Authority, and not the City of Fairhope.

RESOLUTION NO. _____

Page -2-

I, the undersigned qualified and acting as the City Clerk of the City of Fairhope, Alabama hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope named therein, at a regular meeting of such body held on the 13th day of April, 2026, and that such resolution is on file in the office of the City Clerk, City of Fairhope, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fairhope on this 13th day of April, 2026.

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

**RESOLUTION TO APPROVE
GRANT APPLICATION FOR REPLACE TAXIWAY LIGHTING
SYSTEM AND GUIDANCE SIGNS REIMBURSEMENT PHASE I
PROJECT**

WHEREAS, Fairhope Airport Authority ("the Authority") previously submitted a preapplication for Federal (FAA) and State (ALDOT) funding assistance under the Airport Infrastructure Grant (AIG) program for the Replace Taxiway Lighting System and Guidance Signs Reimbursement Phase I at H. L. "Sonny" Callahan Airport (KCQF);

WHEREAS, the formal Grant Application for this AIG Project is due not later than May 15, 2026;

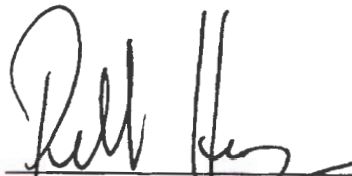
WHEREAS, the anticipated overall cost of this AIG Project is \$169,560, with the Authority's matching portion of 2.5% of the overall project cost to be \$4,239; and

WHEREAS, the Authority, after due consideration and after input from the Authority's engineer of record determines that it is the best interest of the continued operation of the Airport to undertake this AIG Project.

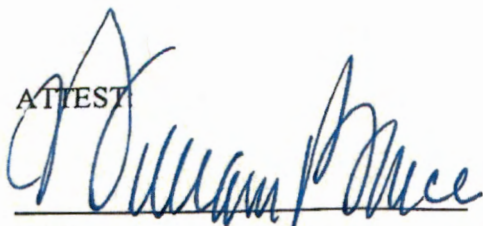
Now therefore, in consideration of the foregoing, BE IT HEREBY RESOLVED by the Board of Directors of Fairhope Airport Authority as follows:

1. That the Authority does hereby determine that the Grant Application federal and state funding assistance for the Replace Taxiway Lighting System and Guidance Signs Reimbursement Phase I shall be signed and submitted on or before May 15, 2026.
2. That the Authority commits to payment of the matching portion of the Project in the amount of \$4,239.
3. That the Chairman is hereby AUTHORIZED to execute the Grant Application, or to otherwise execute all appropriate documents to support the City of Fairhope's execution of the Grant Application for this Project, with the Secretary to attest to the Chairman's execution of the Grant Application or other documents (as appropriate).

Done this 10TH day of March, 2026.



Pelham Henry, Chairman

ATTEST


William Bruce, Secretary



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-796

FROM:	Lisa Hanks, City Clerk
	Jack Burrell, Councilmember
SUBJECT:	Grant Application for FY2026 Airport Improvement Program Grant funds to Replace the AWOS at the H.L. "Sonny" Callahan Airport; and authorizes Mayor Sherry Sullivan to sign the application and any related forms or documents on behalf of the City of Fairhope. The Mayor is hereby authorized to execute an appropriate grant agreement with FAA without further action on the part of the City Council.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

That the City Council adopts the Resolution

BACKGROUND INFORMATION:

WHEREAS, the City of Fairhope, Alabama, as the designated Sponsor for H. L. "Sonny" Callahan Airport (KCQF) ("Airport") intends to apply for Federal and State matching funds for an Airport Improvement Program (AIP) project during fiscal year 2026; and

WHEREAS, the overall scope of the AIP project is to Replace the AWOS system at the H.L. "Sonny" Callahan Airport (KCQF); and

WHEREAS, the total project costs are expected to be \$112,158.77, with 95% of the project costs funded by the Federal Aviation Administration (FAA); 2.5% of the project costs funded by the Alabama Department of Transportation (ALDOT); and 2.5% of the project costs funded by Fairhope Airport Authority; and

WHEREAS, the application submission deadline is not later than May 15, 2026.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

**A RESOLUTION TO APPROVE AND AUTHORIZE
THE APPLICATION FOR THE FY2026
AIRPORT IMPROVEMENT PROGRAM GRANT
FOR H. L. “SONNY” CALLAHAN AIRPORT (KCQF)**

WHEREAS, the City of Fairhope, Alabama, as the designated Sponsor for H. L. “Sonny” Callahan Airport (KCQF) (“Airport”) intends to apply for Federal and State matching funds for an Airport Improvement Program (AIP) project during fiscal year 2026; and

WHEREAS, the overall scope of the AIP project is to Replace the AWOS system at the H.L. “Sonny” Callahan Airport (KCQF); and

WHEREAS, the total project costs are expected to be \$112,158.77, with 95% of the project costs funded by the Federal Aviation Administration (FAA); 2.5% of the project costs funded by the Alabama Department of Transportation (ALDOT); and 2.5% of the project costs funded by Fairhope Airport Authority; and

WHEREAS, the application submission deadline is not later than May 15, 2026.

THEREFORE, BE IT RESOLVED, by the City of Fairhope, Alabama as follows:

1. That the City of Fairhope is authorized to make an Application for Federal Assistance for the AIP Project for the purpose of seeking Federal funding through the AIP program for the Replace AWOS project at the Airport.
2. That the application be submitted for and on behalf of the City of Fairhope by its Mayor, as designated by the City Council, who is authorized by this Resolution to sign the application and any related forms or documents on behalf of the City of Fairhope.
3. That should such grant application be accepted and approved by the FAA, that the Mayor is hereby authorized by this Resolution to execute an appropriate grant agreement with FAA without further action on the part of the City Council.

BE IT FURTHER RESOLVED, that the City of Fairhope, in reliance upon an appropriate resolution from Fairhope Airport Authority dated April 7, 2026, hereby affirms that the local matching share of funds in the amount required for this AIP Project shall be the responsibility of Fairhope Airport Authority, and not the City of Fairhope.

RESOLUTION NO. _____

Page 2

I, the undersigned qualified and acting as the City Clerk of the City of Fairhope, Alabama hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the City Council of the City of Fairhope named therein, at a regular meeting of such body held on the 13th day of April, 2026, and that such resolution is on file in the office of the City Clerk, City of Fairhope, Alabama.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of Fairhope on this 13th day of April, 2026.

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

**RESOLUTION TO APPROVE
GRANT APPLICATION FOR REPLACE AWOS PROJECT**

WHEREAS, Fairhope Airport Authority ("the Authority") previously submitted a preapplication for Federal (FAA) and State (ALDOT) funding assistance under the Airport Improvement Program (AIP) for the Replace AWOS project at H. L. "Sonny" Callahan Airport (KCQF);

WHEREAS, the formal Grant Application for this AIP Project is due not later than May 15, 2026;

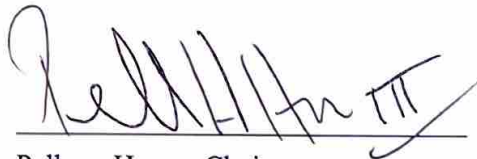
WHEREAS, the anticipated overall cost of this AIP Project is \$112,158.77, with the Authority's matching portion of 2.5% of the overall project cost to be \$2,804; and

WHEREAS, the Authority, after due consideration and after input from the Authority's engineer of record determines that it is the best interest of the continued operation of the Airport to undertake this AIP Project.

Now therefore, in consideration of the foregoing, BE IT HEREBY RESOLVED by the Board of Directors of Fairhope Airport Authority as follows:

1. That the Authority does hereby determine that the Grant Application federal and state funding assistance for the Replace AWOS shall be signed and submitted on or before May 15, 2026.
2. That the Authority commits to payment of the matching portion of the Project in the amount of \$2,804.
3. That the Chairman is hereby AUTHORIZED to execute the Grant Application, or to otherwise execute all appropriate documents to support the City of Fairhope's execution of the Grant Application for this Project, with the Secretary to attest to the Chairman's execution of the Grant Application or other documents (as appropriate).

Done this 7 day of April, 2026.


Pelham Henry, Chairman

ATTEST:


William Bruce, Secretary



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-809

FROM:	Mike Jeffries, Development Services Manager
	Hunter Simmons, Planning Director
SUBJECT:	The First Amendment to the Shared Parking Facilities Agreement concerning Eastern Shore Village Shopping Center pursuant to Site Plan (SR 22.03).
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

That the City Council adopts the Resolution.

BACKGROUND INFORMATION:

The shopping center has a shared parking agreement that resulted from the Starbucks being constructed and modifying the parking. The previous YAK building is being divided in two. This amendment to the agreement insures the shared parking still meets standards. It was reviewed during a Multiple Occupancy Project by the Planning Commission. The agreement may need to be amended in the future as well as the shopping center continues to be modified and tenant spaces being changed. The agreement as proposed meets the shared parking requirements. Mike Jeffries

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves the First Amendment to the Shared Parking Facilities Agreement concerning Eastern Shore Village Shopping Center pursuant to Site Plan (SR 22.03).

DULY ADOPTED THIS 13TH DAY OF APRIL, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

**FIRST AMENDMENT TO SHARED PARKING FACILITIES
AGREEMENT CONCERNING EASTERN SHORE VILLAGE SHOPPING CENTER**

This First Amendment to the Shared Parking Facilities Agreement (this “**First Amendment**”) is made effective as of the date of the last signature below (the “**Amendment Effective Date**”), by and between **Benessere Partners LP** (“**Benessere**”), a Delaware limited partnership; **Benessere Partners II LP** (“**Benessere II**”), a Delaware limited partnership; **Lomas Property, LLC** (“**Lomas**”), a Connecticut limited liability company; **DPG-KD Fairhope, LLC** (“**DPG-Fairhope**”), an Alabama limited liability company; and **Fairhope Single Tax Corporation**, an Alabama corporation (each, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, on April 2, 2024, the Parties entered into that certain **Shared Parking Facilities Agreement** (the “**Agreement**”) concerning certain property commonly known as the *Eastern Shore Village Shopping Center*, which Agreement was recorded on May 21, 2024, as Document No. 2125287 in the Office of the Judge of Probate of Baldwin County, Alabama; and

WHEREAS, Exhibit “A” to the Agreement detailed the then-current use of the three hundred sixty-one (361) parking spaces subject to the Agreement by reference to store names, Institute of Transportation Engineers land use codes (“**ITE Codes**”), and the number of parking spaces allocated to each store; and

WHEREAS, since the execution of the Agreement, certain tenants are no longer tenants at the Eastern Shore Village Shopping Center; and

WHEREAS, the unit formerly occupied by Yak: The Kathmandu Kitchen is being divided from a single restaurant space into two units; and

WHEREAS, the Parties desire to amend Exhibit “A” to reflect the addition of another unit and to otherwise update the parking calculations; and

WHEREAS, the Parties mutually desire to amend Exhibit “A” to the Agreement on the terms and conditions set forth herein.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and agreements contained herein, the Parties hereby covenant, promise, and agree as follows:

1. Replacement of Exhibit A.

Exhibit “A” to the Agreement is hereby **deleted in its entirety and replaced** with Exhibit “A” attached hereto and incorporated herein by this reference.

2. Amendment of Section 4.

Section 4(iii) of the Agreement is hereby amended to state as follows: "(iii) the right of Starbucks Corporation, its successors and assigns (the "Tenant") to use six (6) exclusive parking spaces on the developer outparcel pursuant to a lease for the premises thereon, regarding the use of the shared parking area, access drives and walkways located on the Property."

3. Continuing Effect.

Except as expressly modified by this First Amendment, all provisions, conditions, limitations, and other terms of the Agreement shall remain unchanged and in full force and effect. From and after the Amendment Effective Date, all references to the Agreement shall be deemed to refer to the Agreement as amended by this First Amendment.

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed and delivered by their duly authorized representatives as of the dates set forth below.

BENESSERE PARTNERS L.P

By: _____

Name: Kenneth K. Kwan

Title: Manager

Date: 2-17-26

STATE OF Connecticut

COUNTY OF Fairfield

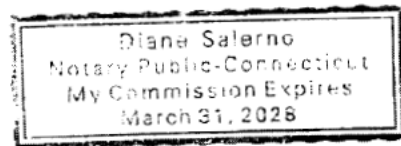
I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Kenneth Kwan whose name as Manager of Benessere Partners LP on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day same bears date.

Given under my hand and seal this the 17th day of February, 2026.

Diana Salerno

Notary Public

My Commission Expires: _____



BENESSERE PARTNERS II LP

By: _____

Name: ~~_____
Kenneth Kleban~~

Title: Manager

Date: 2-17-26

STATE OF Connecticut

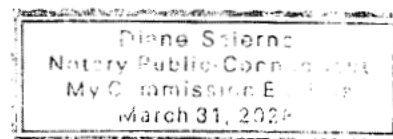
COUNTY OF Fairfield

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that ~~Kenneth Kleban~~ whose name as Manager of Benessere Partners II LP on this day that, being informed of the contents of said instrument, he she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day same bears date.

Given under my hand and seal this the 17th day of February, 2026.

Diane Salerno
Notary Public

My Commission Expires: _____



LOMAS PROPERTIES, LLP

By: _____

Name: _____

Title: _____

Date: _____

STATE OF Connecticut)

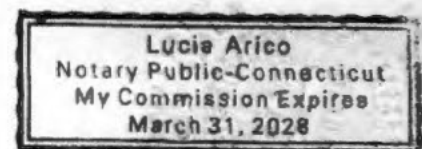
COUNTY OF Fairfield)

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Dennis P Nicotri whose name as manager of Lomas Properties, LLP, on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day same bears date.

Given under my hand and seal this the 7th day of January, 2020

Notary Public

My Commission Expires: 3-31-28



DPG-KD FAIRHOPE, LLC -

By: [Signature]

Name: Michael J. Delaney

Title: Manager

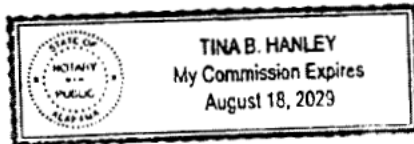
Date: 2-11-2026

STATE OF ALABAMA)

COUNTY OF Mobile)

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that Michael Delaney whose name as Manager of DPG-KD Fairhope, LLC on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day same bears date.

Given under my hand and seal this the 11th day of February, 2026.



[Signature]
Notary Public

My Commission Expires: 8/18/2029

FAIRHOPE SINGLE TAX CORPORATION

By: [Signature]
Name: Reuben E. Davidson, III
Title: Secretary, FSTC
Date: 2/19/2026

STATE OF ALABAMA)

COUNTY OF BALDWIN) Reuben E. Davidson, III

I, the undersigned authority, a notary public in and for said county in said state, hereby certify that [Signature], whose name as Secretary of FSTC, on this day that, being informed of the contents of said instrument, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said entity on the day same bears date.

Given under my hand and seal this the 19th day of February, 2026.

[Signature]

Notary Public

My Commission Expires: _____



This instrument prepared by:
Keri Renee Coumanis, Esquire
Helmsing, Leach, Herlong,
Newman & Rouse, P.C.
Post Office Box 2767
Mobile, AL 36652
(251) 432-5521

Exhibit A

Total Hourly Demand

Total Parking Required	360
------------------------	-----

Hour Beginning	ITE 615	ITE 620	ITE 680	ITE 682	ITE 690	ITE 694	ITE 696	ITE 697	ITE 492	Total
12:00-4:00 AM	-	-	-	-	-	-	-	-	-	-
5:00 AM	-	-	-	-	-	-	-	-	-	-
6:00 AM	-	-	-	-	-	-	-	-	-	-
7:00 AM	48.47	-	-	-	-	-	-	2.19	7.30	58
8:00 AM	60.26	34.83	-	-	-	-	-	3.00	9.20	107
9:00 AM	83.84	59.34	-	-	-	-	-	1.89	10.00	155
10:00 AM	100.87	86.43	22.96	13.00	4.20	4.20	4.20	1.71	8.80	247
11:00 AM	117.90	109.65	22.96	21.50	5.76	9.00	9.00	1.26	7.30	300
12:00 PM	129.69	122.55	22.96	47.50	5.94	15.00	15.00	1.17	7.30	356
1:00 PM	121.83	129.00	30.80	47.50	5.94	12.75	12.75	0.81	7.70	360
2:00 PM	131.00	126.42	33.04	24.50	5.82	8.55	8.55	-	5.80	338
3:00 PM	131.00	118.68	56.00	19.50	5.76	6.45	6.45	-	6.20	347
4:00 PM	125.76	110.94	38.08	18.50	6.00	6.75	6.75	-	6.20	318
5:00 PM	129.69	101.91	33.04	31.00	5.34	8.85	8.85	-	-	318
6:00 PM	113.97	91.59	40.88	49.50	-	9.30	9.30	-	-	313
7:00 PM	68.12	89.01	28.00	50.00	-	2.70	2.70	-	-	245
8:00 PM	-	77.40	-	41.50	-	-	-	-	-	119
9:00 PM	-	65.79	-	25.50	-	-	-	-	-	91
10:00 PM	-	49.02	-	14.00	-	-	-	-	-	63
11:00 PM	-	-	-	-	-	-	-	-	-	-

	ITE Code	Seats	Square Footage	Required Parking	
Big Lots (former)	815	n/a	27930		131
Total ITE 815					131
Pretty Nails	820	n/a	1155		6
SuperCuts	820	n/a	1225		6
Shoe Station	820	n/a	20020		91
Pet Sense	820	n/a	7000		26
Total ITE 820					129
CVS	880	n/a	10290		42
Fairhope Health	880	n/a	4200		14
Total ITE 880					56
Rotolos Pizza	932	84	6000		21
Fairhope Grill	932	43	1680		11
Sunflower Café	932	41	1400		11
Vacant	932	28	2293		7
Total ITE 932					50
Lartigue's Seafood Market	850	n/a	1225		6
Total ITE 850					6
Wingfingers	934	64	3400		15
Total ITE 934					15
Licking Good Donuts	936	9	1155		3
Total ITE 936					3
Starbucks	937	40	2500		10
Total ITE 937					10
Hotworx	492	n/a	2228		8
Total ITE 492					8

MEMORANDUM

DATE: December 12, 2022
TO: Fairhope City Council
FROM: Hunter Simmons, Planning Director
RE: Starbucks Site Plan (SR 22.03)

On March 7, 2022, the Starbucks Site Plan was recommended for approval by the Fairhope Planning Commission ("Commission"). The staff report presented to the Planning Commission is attached for your convenience.

Staff reviewed the request and made a recommendation to the Planning Commission to approve Case SR 22.03 with the following conditions:

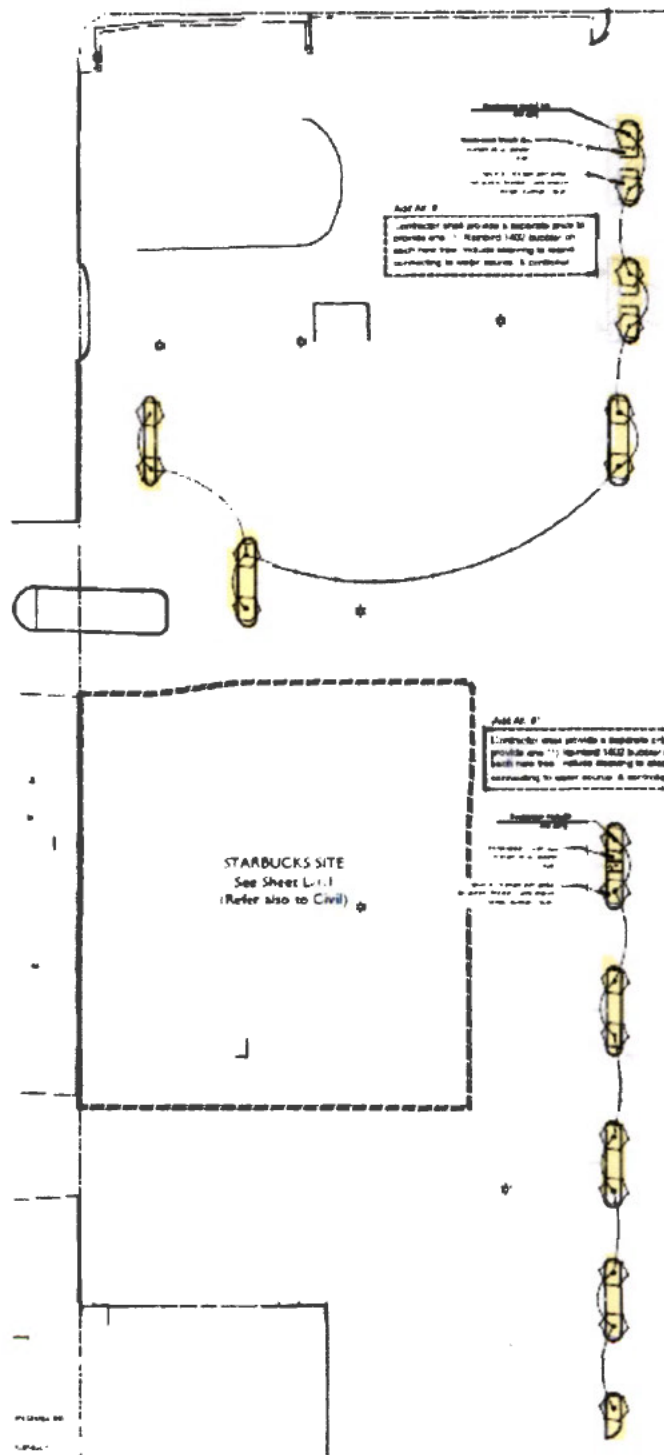
- 1.) A Shared Parking Agreement shall be executed prior to issuance of the building permit.
- 2.) Tree removal permit and fees shall be provided at the time of building permit.
- 3.) A sign plan shall be submitted via Citizen Serve to Code Enforcement for review and approval.
- 4.) Electric services shall be coordinated at the time of permitting with aid-to-construction costs and applicable easements. Final plans for all utilities and any associated aid to construction costs shall be approved by the respective Supervisor prior to submittal of a building permit.

The Planning Commission unanimously recommended approval of SR 22.03, subject to staff recommendations. They also added the following condition.

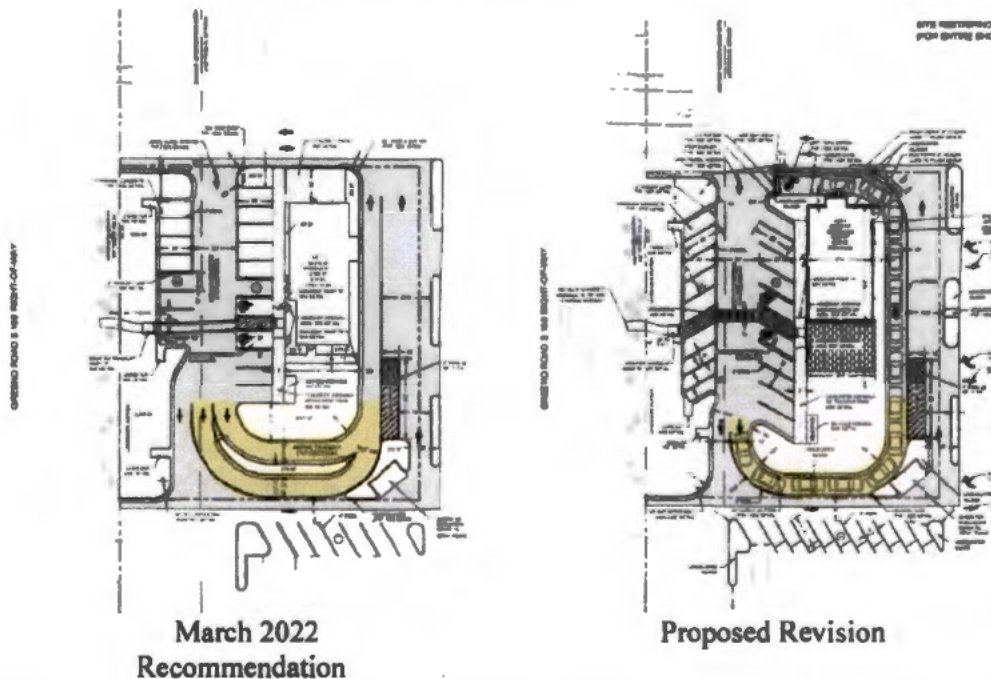
- 5.) Applicant will work with staff to add more landscape features.
*This condition was related to the entire Eastern Shore Shopping Center and not just the proposed Starbucks site.

The Applicant submitted revised plans that provided the requested landscape features in the shopping center. The following changes were made since the March Planning Commission:

- o The addition of landscaped islands within the shopping center parking lot.



- A revised site plan was submitted that included the following changes:
 - A revised building footprint
 - Drive-thru aisle is single-stacked queuing



The revised landscape plans, included as Exhibit A, are the result of conversations with Staff and the Developer to add more landscape and still provide sufficient parking. The applicant also plans to re-stripe the entire parking lot. Consequently, this Site Plan (Case 22.03) is being forwarded to the City Council with recommendations of approval from staff, as well as a unanimous recommendation of approval from the Planning Commission with the following conditions:

- 1.) A Shared Parking Agreement shall be executed prior to issuance of the building permit.
- 2.) Tree removal permit and fees shall be provided at the time of building permit.
- 3.) A sign plan shall be submitted via Citizen Serve to Code Enforcement for review and approval.
- 4.) Electric services shall be coordinated at the time of permitting with aid-to-construction costs and applicable easements. Final plans for all utilities and any associated aid to construction costs shall be approved by the respective Supervisor prior to submittal of a building permit.



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-774

FROM:	Daryl Morefield, Water/Wastewater Superintendent
SUBJECT:	To inform and submit the Municipal Water Pollution Prevention (MWPP) Program Report for 2024 to the Department of Environmental Management.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

That the City Council adopts a Resolution authorizing Mayor Sherry Sullivan to inform and submit the Municipal Water Pollution Prevention (MWPP) Program Report for 2024 to the Department of Environmental Management.

BACKGROUND INFORMATION:

The NPDES Sanitary Sewer Overflow (SSO) Event Reporting Forms are on file in the City Clerk's Office.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. ____

MUNICIPAL WATER POLLUTION PREVENTION (MWPP) PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Sherry Sullivan is hereby authorized to inform the Department of Environmental Management that the following actions were taken by the City Council of the City of Fairhope, Alabama.

1. Reviewed the MWPP Annual Report which is attached to the resolution.
2. Set forth the following actions and schedule necessary to maintain effluent requirement contained in the NPDES Permit, and to prevent the bypass and overflow of raw sewage within the collection system or at the treatment plant:
 - (a) Continue to locate and repair breaches in the collection system that allow infiltration and flow into the wastewater system.
 - (b) Continue to upgrade transmission capacity to keep pace with growth.
 - (c) Continue to develop maintenance alarms within the SCADA System that encourage a proactive maintenance response to prolong the useful life of pumps and motors in the system.
 - (d) Use the SCADA System using system storage and future side stream storage systems when available.
 - (e) Continue to perform O & M requirements to the treatment and collection system and complete repairs when discovered.

Adopted this 13th day of April, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

MUNICIPAL WATER POLLUTION PREVENTION (MWPP)

ANNUAL REPORT

SUBMITTED BY:

TREATMENT FACILITY: Fairhope Wastewater Plant NPDES #: AL 0020842

MUNICIPALITY: City of Fairhope **COUNTY:** Baldwin

CONTACT PERSON: Daryl Morefield
Responsible Official
Water and Wastewater Superintendent
Title

Telephone #: 251-928-8003 Fax #:

Email Address: daryl.morefield@fairhopeal.gov

CHIEF OPERATOR: Dennis Scott
Name

Telephone #: 251-990-0139 Fax #:

Email Address: dennis.scott@fairhopeal.gov

Date:

REVIEWED BY: D. Robert Vaughan, P.E., Krebs Engineering, Inc.
Consulting Engineer

Telephone #: 251.309.9124 Fax #:

Date: 3/12/2026

Instructions to the Operator-in-Charge

1. Complete all sections of the MWPP Report to the best of your ability.
2. Parts 1 through 8 contain questions for which points will be generated. These points are intended to communicate to the Department and the governing body or owner the actions necessary to prevent effluent violations. Enter the point totals from Parts 1 through 8 on Part 11: Summary Sheet.
3. Add the point totals on Part 11: Summary Sheet.
4. Submit the MWPP Report to the governing body and the consulting engineer and owner for review and approval.
5. The governing body should pass a resolution which contains the following points:
 - a. The resolution should acknowledge the governing body or owner has reviewed the MWPP Report.
 - b. The resolution should indicate what actions will be taken to prevent effluent violations.
 - c. The resolution should provide any other information the governing body or owner deems appropriate.
6. **The MWPP Report and the resolution must be submitted by May 31st to Municipal Section, Water Division, ADEM, P.O. Box 301463, Montgomery, AL 36130-1463.**

C. How many times did the monthly flow (Column 1) to the WWTP exceed 90% of design flow?

0 (Check the appropriate point total)

☒ 0 - 4 = 0 points ☐ 5 or more = 5 points

D. How many times did the monthly flow (Column 1) to the WWTP exceed the design flow?

0 (Check the appropriate point total)

☒ 0 = 0 points ☐ 1 - 2 = 5 points ☐ 3 - 4 = 10 points ☐ 5 or more = 15 points

E. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed 90% of the design loading?

0 (Check the appropriate point total)

☒ 0 - 1 = 0 points ☐ 2 - 4 = 5 points ☐ 5 or more = 10 points

F. How many times did the monthly BOD₅ (CBOD₅)* loading (lbs/day) (Column 3) to the WWTP exceed the design loading?

0 (Check the appropriate point total)

☒ 0 = 0 points ☐ 1 = 10 points ☐ 2 = 20 points ☐ 3 = 30 points ☐ 4 = 40 points ☐ 5 or more = 50 points

G. Enter each point value marked for C through F and enter the sum in the appropriate blank below.

C points = 0

D points = 0

E points = 0

F points = 0

TOTAL POINTS VALUE FOR PART 1 0

Enter this value on Part 11: Summary Sheet.

*To obtain equivalent BOD₅ loading for comparison with design loading for those permittees using influent CBOD₅, divide annual average CBOD₅ loading in lbs/day from Part 1, A by 0.7.

B. List the monthly average permit limit and DMR loadings below.

(1) NPDES Permit Loading

	<u>Months</u>	<u>BOD₅ (CBOD₅) (lbs/day)</u>	<u>TSS (lbs/day)</u>	<u>NH₃-N (lbs/day)</u>	<u>TKN (lbs/day)</u>
Permit Limit	1-12	500	1000	333	667

(2) DMR Loading

<u>Qtr</u>	<u>Month</u>	<u>BOD₅ (CBOD₅) (lbs/day)</u>	<u>TSS (lbs/day)</u>	<u>NH₃-N (lbs/day)</u>	<u>TKN (lbs/day)</u>
1	January	39	25	22	36
	February	50	214	7.7	43
	March	30	32	28	62
2	April	45	26	3.8	43
	May	49	40	11	34
	June	35	39	1.0	15
3	July	36	41	3.0	31
	August	36	19	1.2	30
	September	38	16	1.1	35
4	October	54	12	3.2	38
	November	42	38	0.92	36
	December	62	32	1.5	42
Annual Avg.		43	44	7.0	37

C. During the past year did the BOD₅ (CBOD₅) concentration (mg/l) and/or loading (lbs/day) exceed the product of 1.4 times the monthly average permit limit during two months of any consecutive quarters? (Check the appropriate point total.)

☒ No = 0 points

☐ Yes = 121 points

Facility Name: City of Fairhope WWTP

Part 3: Age of the Wastewater Treatment Facility

A. What year was the wastewater treatment plant constructed or last reconstructed? 2015

Subtract the above answer from the report year to determine age:

Age = (Last Calendar year) - (Answer to A)

Age 10 = (2025) - (2015)

Enter Age in Part C below.

B. Check the type of treatment facility employed.

	Factor
<u>X</u> Mechanical Treatment Plant	2.0
<u> </u> Aerated Lagoon	1.5
<u> </u> Stabilization Pond	1.0
<u> </u> Other (Specify: <u> </u>)	1.0

C. Multiply the factor listed next to the type of the facility your community employs by the age of your facility to determine the total point value for Part 3:

$\frac{2.0}{\text{(Factor)}} \times \frac{10}{\text{(Age)}} = \frac{20}{\text{TOTAL POINT VALUE FOR PART 3}}$

Enter the above value on Part 11: Summary Sheet. If the total point value exceeds 40, enter 40 on Part 11: Summary Sheet.

Facility Name: City of Fairhope WWTP

Part 5: Sludge Quantity and Storage

- A. Please provide information concerning sludge quantity, characteristics, and storage practices based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months of sludge storage capacity does the wastewater treatment facility have available, either on-site or off-site? (i.e., How many months can the facility operate without land spreading or disposing of sludge?) _____

(Check the appropriate point total.)

- | | |
|---|---|
| Greater than or equal to 4 months | ☐ = 0 points |
| Less than 4 months, but greater than or equal to 3 months | ☐ = 10 points |
| Less than 3 months, but greater than or equal to 2 months | ☐ = 20 points |
| Less than 2 months, but greater than or equal to 1 month | ☒ = 30 points |
| Less than one month | ☐ = 50 points |

TOTAL POINT VALUE FOR PART 5 30
Enter this value on Part 11: Summary Sheet.

Part 6: Sludge Disposal Practices and Sites

- A. Please provide the sludge disposal practices and site information based on available data as requested on the *MWPP Sewage Sludge Survey*, ADEM Form 419.
- B. How many months or years does the facility have access to and approval for sufficient land disposal sites to provide proper land disposal? (Check the appropriate point total.)

- | | |
|--------------------|--|
| 36 or more months | ☒ = 0 points |
| 24 - 35 months | ☐ = 10 points |
| 12 - 23 months | ☐ = 20 points |
| 6 - 11 months | ☐ = 30 points |
| Less than 6 months | ☐ = 50 points |

TOTAL POINT VALUE FOR PART 6 0
Enter this value on Part 11: Summary Sheet.

Facility Name: City of Fairhope WWTP

Part 9: Financial Status

- A. Are User-Charge Revenues sufficient to cover operation and maintenance expenses? If no, how are O&M costs being financed? **Include user charge rates.**

Water and Sewer connection fees and rates are used to cover operation costs and capital

improvement for the water and wastewater department.

Residential Minimum 26.00/\$28.50 Plus rate \$6.80/\$7.90 /1,000 gal.

Industrial Minimum _____ Plus rate _____ /1,000 gal.

Monthly residential rate based on 6,000 gallons usage \$ \$66.80/\$75.90 (In Town/Out of Town

- B. What financial resources are available to pay for the wastewater improvements and/or reconstruction needs?

Connection fees, monthly rates and Municipal bonds.

- C. Please attach a rate sheet and the most recent audit, if available.

Rate sheet is attached.

Part 10: Subjective Evaluation

- A. Describe briefly the physical and structural conditions of the wastewater treatment facility.

The last major upgrade was finished in Fall of 2015. The WWTP is maintained per
manufacturer recommendations. All equipment throughout the wastewater plant has been
maintained and is in good operating order.

- B. Describe the general condition of the sewer system (sewer lines, manholes, lift stations).

Repairs and upgrades are continually being done throughout the system.

- I. Does this preventive maintenance program depict frequency of intervals, types of lubrication, and other preventive maintenance tasks necessary for each piece of equipment?

(Check the appropriate response.) ☒ Yes ☐ No

- J. Are these preventive maintenance tasks, as well as equipment problems, being recorded and filed so future maintenance problems can be assessed properly?

(Check the appropriate response.) ☒ Yes ☐ No

- K. Describe any major repairs or mechanical equipment replacement made in the last year and include the approximate cost for those repairs. Do not include major treatment plant construction or upgrading programs.

WWTP clarifiers, filters, blowers, fine screen and motors repairs/replacements - \$200,000;

Lift Station pumps and motors repairs/replacements - \$117,463;

Lift Station rebuilds/repairs; and Collection system jetting (10,069 ft.) cameraed (44,309.1 ft)

- \$3,185,804.

- L. List any additional comments. (Attach additional sheets if necessary.)

5. In Question 1, do any of the actual point values in the left column equal the maximum possible points in the right column?

(Check the appropriate response.) ☐ Yes ☒ No

If yes, provide a written explanation for this situation in the space below.

MWPP SEWAGE SLUDGE SURVEY

Note: Permittees that submitted the "Annual Report Review Form" for sludge to the EPA may submit a copy with the MWPP in lieu of this Attachment

Facility Background Information:

1. Facility Information

Permit Number: AL 0020842

Name: City of Fairhope Wastewater Treatment Plant

Street Address: 300 North Church St., Fairhope, AL 36532

County: Baldwin

2. Facility Contact

Name: Dennis Scott

Title: Wastewater Treatment Plant Manager

Telephone: 251-990-0139

Permittee Name: City of Fairhope Wastewater Treatment Plant

Mailing Address: P.O. Box 429

Fairhope, AL 36533

Facility Flow Information:

1. Facility Wastewater Treatment Capacity

Average Daily Flow: EPA Annual Report Review MGD

Facility Design Capacity: Form submitted in lieu of MGD

2. Estimated Septage Quantity Handled (Residuals Removed from Septic Tank Systems)

Average Domestic Septage: completing this form. gallons per month

Average Commercial Septage: _____ gallons per month

3. Method of Septage Processing

☐ Mixed with Influent Wastewater for Treatment

☐ Mixed with Sewage Sludge

☐ _____

4. Estimated Percentage Contributing Wastewater Flow

Residential: _____%

Industrial: _____%

Other: _____% Describe: _____

5. List type of wastewater treatment process(es) utilized at this facility:

6. Estimated sewage sludge wasting rate at this facility: _____ lb/day dry weight
or _____ gallons per day

7. Estimated untreated sludge received from off site: _____ lb/day dry weight
or _____ gallons per day

8. Estimated percent solids of combined sewage sludge prior to treatment: _____%

Pollutant Concentrations:

1. Enter the total concentrations of the following analytes using existing data. **Do not enter TCLP results.**

Analyte	Concentration (mg/kg or ppm)	Sample Type	Sample Date	Detection Level Of Analysis
Arsenic				
Cadmium				
Chromium				
Copper				
Lead				
Mercury				
Molybdenum				
Nickel				
Selenium				
Zinc				
Ammonium-Nitrogen				
Nitrate-Nitrogen				
Total Kjeldahl Nitrogen				

2. Enter the estimated or determined percent solids of the sewage sludge when sampled for the above analysis: _____ %

Treatment Provided for Sewage Sludge at the Facility:

1. Which class of pathogen reduction does the sewage sludge meet at the facility? (As defined in 40 CFR Part 503)

☐ Class A

☐ Alternative A1 – Time and Temperature

☐ Alternative A2 – Alkaline Treatment

☐ Alternative A3 – Analysis and Operation

☐ Alternative A4 – Analysis Only

☐ Alternative A5 – Process to Further Reduce Pathogens (PFRP)

☐ Heat Drying ☐ Thermophilic Aerobic Digestion ☐ Heat Treatment

☐ Pasteurization ☐ Gamma Ray Irradiation ☐ Beta Ray Irradiation ☐ Composting

☐ Alternative A6 – PFRP Equivalent _____

☐ Class B

☐ Alternative B1 – Fecal Coliform Count

☐ Alternative B2 – Process to Significantly Reduce Pathogens (PSRP)

☐ Aerobic Digestion

☐ Air Drying

☐ Anaerobic Digestion

☐ Composting

☐ Lime Stabilization

☐ Alternative B3 – PSRP Equivalent _____

☐ Neither or Unknown



Facility Information

Facility Name: FAIRHOPE CITY OF

NPDES ID: ALL020842

Program Information

Please select all of the following that apply to your obligation to submit a Sewage Sludge (Biosolids) Annual Report in compliance with 40 CFR part 503. The facility is:

- a Class I Sludge Management Facility as defined in 40 CFR 503.9
- a POTW with a design flow rate equal to or greater than one million gallons per day
- a POTW that serves 10,000 people or more

In the reporting period, did you manage your sewage sludge or biosolids using any of the following management practices: land application, surface disposal, or incineration?

☒ YES ☐ NO

If your facility is a POTW, please provide the estimated total amount of sewage sludge produced at your facility for the reporting period (in dry metric tons). If your facility is not a POTW, please provide the estimated total amount of biosolids produced at your facility for the reporting period (in dry metric tons).

552

Reporting Period Start Date: 01/01/2025

Reporting Period End Date: 12/31/2025

Treatment Processes

Processes to Significantly Reduce Pathogens (PSRP):

Aerobic Digestion

Lime Stabilization

Processes to Further Reduce Pathogens (PFRP):

Physical Treatment Options:

Thickening (e.g., Gravity and/or Flotation Thickening, Centrifugation, Belt Filter Press, Vacuum Filter, Screw Press)

Other Processes to Manage Sewage Sludge:

Analytical Methods

Did you or your facility collect sewage sludge or biosolids samples for laboratory analysis? ☒ YES ☐ NO

Analytical Methods

- EPA Method 6010 - Arsenic (ICP-OES)
- EPA Method 6010 - Cadmium (ICP-OES)
- EPA Method 6010 - Chromium (ICP-OES)
- EPA Method 6010 - Copper (ICP-OES)
- EPA Method 6010 - Lead (ICP-OES)
- EPA Method 7471 - Mercury (CVAA)
- EPA Method 6010 - Molybdenum (ICP-OES)
- EPA Method 6010 - Nickel (ICP-OES)
- EPA Method 6010 - Selenium (ICP-OES)
- EPA Method 6010 - Zinc (ICP-OES)
- EPA Method 351.2 - Total Kjeldahl Nitrogen
- EPA Method 350.1 - Ammonia Nitrogen
- Standard Method 4500-NH3 - Ammonia Nitrogen
- Standard Method 4500-Norg - Organic Nitrogen
- EPA Method 9095 - Paint Filter Liquids Test
- Standard Method 2540 - Total Solids
- Standard Method 2540 - Fixed Solids
- Standard Method 2540 - Volatile Solids
- EPA Method 9045 - pH (> 7% solids)
- Standard Method 2550 - Temperature

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: City of Fairhope WWTP PLANT GRADE: III
 PERMIT NUMBER: AL 0020842
 PLANT SUPERINTENDENT: Dennis Scott TEL. # 251-990-0139
 SYSTEM MANAGER: Daryl Morefield TEL. # 251-928-8003
 PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Michael Davis	IV	1-31-2027	C006607
2.	Dennis Scott	IV	1-31-2026	C008511
3.	Sharon Surra	IV	1-31-2027	C006122
4.	Mark Nicholson	III	4-30-2028	C011363
5.	Michael Hogeland	III	10-31-2028	C007555
6.	Braxton Sallis	II	7-31-2026	C010505
7.	Steven Rowe	II	6-30-2028	C011364
8.	Daryl Morefield	II	2-31-2028	C010203
9.	Ben Babbin	II	3-31-2027	C011225
10.	Aaron Bittlebrun	I	10-31-2028	C011968

COLLECTION SYSTEM OPERATORS:

1.	Jason Hellwege	IC		C011977
2.	Bryan Adams	IC	6-30-2027	C009262
3.	Craig Brown	IC	5-31-2028	C010415
4.	Tom Jones	IC	1-27-2027	C008749

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR	06:00-16:00	4
OPERATOR(S):		
GRADE I-C	07:00-16:00	18
GRADE I	06:30-14:30	1
GRADE II	06:30-14:30	4
GRADE III	06:30-14:30	2
GRADE IV	06:00-16:00	3
DESIGNATED TRAINEE(S)		
LABORATORY		
MAINTENANCE		
OTHER PLANT WORKERS		

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	27	START TIME	06:00
2ND	1		14:00
3RD			

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	X	X	X	X	X	X	X
2ND		X	X	X	X	X	
3RD							

ADEM USE ONLY

- DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?
- DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

YES	NO

PLANT AND COLLECTION SYSTEM PERSONNEL INVENTORY

FACILITY NAME: City of Fairhope WWTP PLANT GRADE: III
 PERMIT NUMBER: AL 0020842
 PLANT SUPERINTENDENT: Dennis Scott TEL. # 251-990-0139
 SYSTEM MANAGER: Daryl Morefield TEL. # 251-928-8003
 PLANT OPERATORS:

	NAME	GRADE OR TRAINEE STATUS	OPERATOR NO.	EXP. DATE
1.	Roscoe Safley	IC	7-31-2026	C010914
2.	Scott Thompson	IC	6-30-2027	C011224
3.	Amber Hein	IC	7-31-2027	C008906
4.	Brent Merryweather	IC	11-30-2026	C009843
5.	Lawson McGlon	IC	10-31-2028	C010359
6.	Stephen Ray	IC	1-31-2028	C011625
7.	Brandon Thomas	IC	10-31-2027	C011230
8.	Jason Brown	IC		CO11232
9.	Michael Anderson	IC		CO11286
10.	Allen Powell	IC		CO11228

COLLECTION SYSTEM OPERATORS:

1.	Josh Salter	IC	01-31-2028	CO11624
2.	Blakley Reed	IC		CO11227
3.	Cameron Pugh	IC		CO12003
4.	Brian Lamere	IC		CO12001

	MAN HRS./WK	NUMBER
MANAGEMENT/SUPERVISOR	06:00-16:00	4
OPERATOR(S):		
GRADE I-C	07:00-16:00	18
GRADE I	06:30-14:30	1
GRADE II	06:30-16:00	4
GRADE III	06:30-14:30	2
GRADE IV	06:00-16:00	3
DESIGNATED TRAINEE(S)		
LABORATORY		
MAINTENANCE		
OTHER PLANT WORKERS		

AVERAGE NUMBER OF EMPLOYEES PER SHIFT:

1ST	27	START TIME	06:00
2ND	1		14:00
3RD			

OPERATOR SHIFTS NORMALLY WORKED EACH DAY:

	SUN	MON	TUES	WED	THURS	FRI	SAT
1ST	X	X	X	X	X	X	X
2ND		X	X	X	X	X	
3RD							

ADEM USE ONLY

- DOES PLANT OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?
- DOES COLLECTION SYSTEM OPERATOR STAFFING COMPLY WITH DIVISION 10 OF ADEM ADMINISTRATIVE CODE?

YES	NO

ORDINANCE NO. 1746

**AN ORDINANCE TO AMEND ORDINANCE 953 AND ORDINANCE NO. 1657,
AN ORDINANCE TO AMEND CHAPTER 21, ARTICLE IV, SEWER,
REPLACING SECTION 21-52 CONNECTION REQUIREMENTS AND
CONNECTION FEES, FAIRHOPE CODE OF ORDINANCES**

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

ARTICLE IV. SEWERS*

Sec. 21-52 CONNECTION REQUIREMENTS AND CONNECTION FEES

(a) The Specifications for connecting to the sanitary sewer system of the City of Fairhope include:

1. All connections shall be made at, or near, the boundary between the private property being served and the edge of the Right of Way or Easement. The customer is responsible for all maintenance of the service line from the connection up to and within the premises being served.
2. All service line pipe material shall be minimum SDR 26 PVC. A cleanout shall be provided at the point of connection.
3. All work shall be in strict accordance with the current plumbing codes and City of Fairhope "Standard Specifications for Constructing Sanitary Sewer Facilities and Water Facilities" latest version. This includes the size of the service line material and the grade it is installed on to meet the flow requirements of the premises. Confirmation of available slope shall be determined by the owner prior to any work.
4. Grease traps, Grit traps and other protective devices shall be installed by the owner, subject to approval of the city of Fairhope building official or Water/Wastewater Superintendent. All work must be inspected and approved prior to being backfilled and covered.
5. In no case shall any collection of rainwater be allowed to enter the sewer system at any location on the property being served.

(b) System Development Charge (SDC) and Installation Fee (Tap Fee).

One Hundred (100) percent of the SDC and Installation Fees shall be used for Capital Replacements and Improvements to the Sewer System only.

1. The System Development Charges are established to recover costs relating to capital needs for capacity, treatment and transmission systems.

SDCs Wastewater (based on Meter Size)

<u>Size</u>	<u>Fee</u>
3/4"	\$1,500
1" (R)	\$2,500
1" (C)	\$3,750
2" (R)	\$7,200
2" (C)	\$12,000
3"	\$24,000
4"	\$52,500
6"	\$105,000
8"	\$157,500

Ordinance No. 1746
Page -3-

EFFECTIVE DATE

This ordinance shall take effect on April 1, 2022 upon its due adoption and publication as required by law.

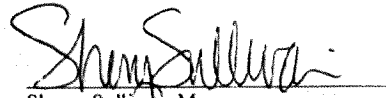
ADOPTED THIS THE 4TH DAY OF MARCH, 2022


James Reid Conyers, Jr.
Council President

Attest:


Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 4TH DAY OF MARCH, 2022


Sherry Sullivan, Mayor

Ord. No. 1746 Published in
FAIRHOPE COURIER
on Wednesday, March 16, 2022
Lisa A. Hanks City Clerk

ORDINANCE NO: 1816

**AN ORDINANCE TO ESTABLISH WATER AND WASTEWATER (SEWER)
RATES FOR ALL CUSTOMERS OF THE CITY OF FAIRHOPE WATER
AND WASTEWATER SYSTEMS AND TO REPEAL ORDINANCE NO. 1791**

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

ARTICLE III. WATER

AMEND - Sec. 21-38 RATE - SCHEDULE

(a) Water rates schedule:

Beginning 01/01/2025

- W1 Inside the City Limits:
 - Minimum Charge \$14.75
 - Plus, each 1,000 gallons \$3.60 (1,000 - 6,999)
 - Usage 7,000 gallons and greater \$4.60
 - Plus LCA and Tax
- W2 & W3 Outside the City Limits
 - Minimum Charge \$17.50
 - Plus, each 1,000 gallons \$4.30 (1,000 - 6,999)
 - Usage 7,000 gallons and greater \$5.35
 - Plus LCA and Tax
- IRR1 Inside the City Limits:
 - Minimum Charge \$14.75
 - Plus, each 1,000 gallons \$4.60
 - Plus LCA and Tax
- IRR2 & IRR3 Outside the City Limits:
 - Minimum Charge \$17.50
 - Plus, each 1,000 gallons \$5.35
 - Plus LCA and Tax

Beginning 01/01/2026 and until replaced by the City Council

- W1 Inside the City Limits:
 - Minimum Charge \$15.50
 - Plus, each 1,000 gallons \$4.60 (1,000 - 6,999)
 - Usage 7,000 gallons and greater \$5.60
 - Plus LCA and Tax
- W2 & W3 Outside the City Limits
 - Minimum Charge \$17.50
 - Plus, each 1,000 gallons \$4.80 (1,000 - 6,999)
 - Usage 7,000 gallons and greater \$5.85
 - Plus LCA and Tax

ARTICLE IV. WASTEWATER (SEWER)

AMEND - Sec. 21-54 RATE – SCHEDULE

(a) Wastewater (sewer) rates schedule:

Beginning 01/01/2025

- S1 Inside the City Limits:
 - Minimum Charge \$26.00
 - Plus, each 1,000 gallons \$6.80
 - Plus LCA
- S2 & S3 Outside the City Limits
 - Minimum Charge \$28.50
 - Plus, each 1,000 gallons \$7.90
 - Plus LCA

Any household that does not have City of Fairhope water service will be charged a flat rate:

- Inside the City Limits \$62.30
- Outside the City Limits \$78.20

Beginning 01/01/2026 and until replaced by the City Council

- S1 Inside the City Limits:
 - Minimum Charge \$30.00
 - Plus, each 1,000 gallons \$8.30
 - Plus LCA
- S2 & S3 Outside the City Limits
 - Minimum Charge \$32.50
 - Plus, each 1,000 gallons \$9.40
 - Plus LCA

Any household that does not have City of Fairhope water service will be charged a flat rate:

- Inside the City Limits \$66.30
- Outside the City Limits \$82.20

(b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

- $LCA = 1 + ((TLCB - TLC_{PY}) / BRRR)$
- Where: TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.
- TLC_{PY} = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.

Popular Annual Financial Report

Fiscal Year Ended September 30, 2024

Fairhope, Alabama



Mayor's Message



As mayor of the City of Fairhope, it is my pleasure to present the City of Fairhope's Popular Annual Financial Report (PAFR) for the fiscal year ended September 30, 2024. The PAFR is derived from the Annual Comprehensive Financial Report which is compiled in accordance with Generally Accepted Accounting Principles. The PAFR is intended to present the City's financial position in an easy-to-understand format ensuring greater insight and transparency to our citizens.

As one of the fastest growing cities by population in the State of Alabama, Fairhope continues to show economic growth and holds a strong fiscal position allowing us to continue investing in infrastructure and the City's future. Fiscally responsible management, strong liquidity, favorable debt to governmental funds revenue ratio and Fairhope's strong local economy have led to a credit rating of AA+ from Standard & Poor's since 2014.

Thanks to the City Council for their leadership and continued support in shaping the City's fiscal policies. Thanks, also to the Finance Department for producing this report, their commitment to integrity, transparency and accountability, as well as all the City Departments who contribute to the daily operations of the City while also practicing fiscal responsibility.

To view a copy of the City of Fairhope's Annual Comprehensive Financial Report, please visit www.fairhopeal.gov/city-government/finance.

A handwritten signature in cursive script that reads "Sherry Sullivan".

Sherry Sullivan
Mayor
City of Fairhope

Southern Living

Most Beautiful Coastal Town

Fairhope ranked #1 in 2024 by
Southern Living



BEST SMALL TOWN FOR SHOPPING

Fairhope ranked #9 in the
USA Today's Readers' Choice in 2023.

 **WorldAtlas**

Best Places to Live in the Southern U.S.

Fairhope ranked #8 by World Atlas in 2024

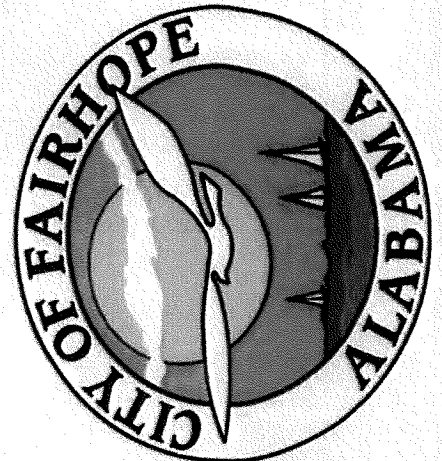
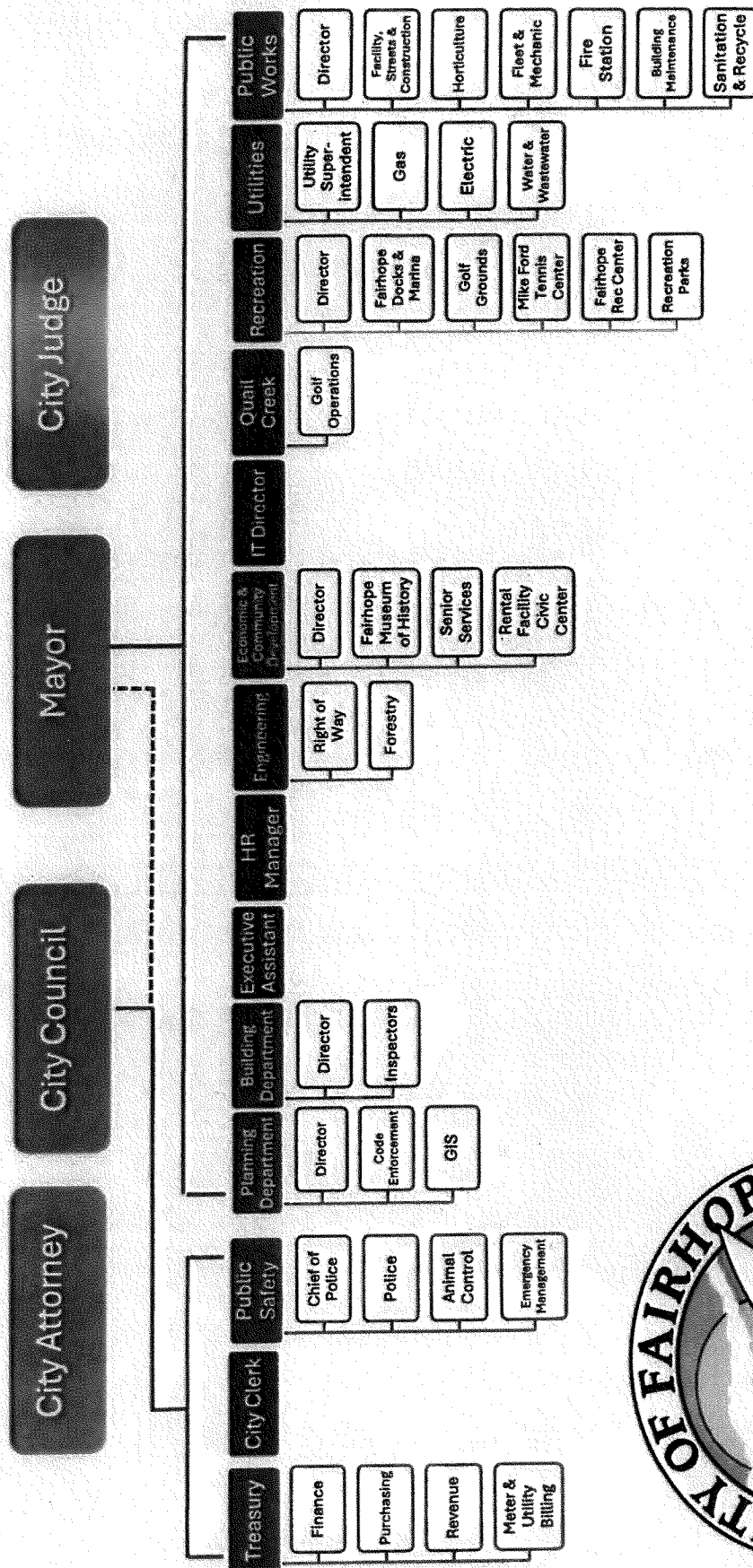
NEW YORK
TRAVEL GUIDES

Most Romantic Small Towns in America

Fairhope ranked #105 by New York Travel Guides in
2023

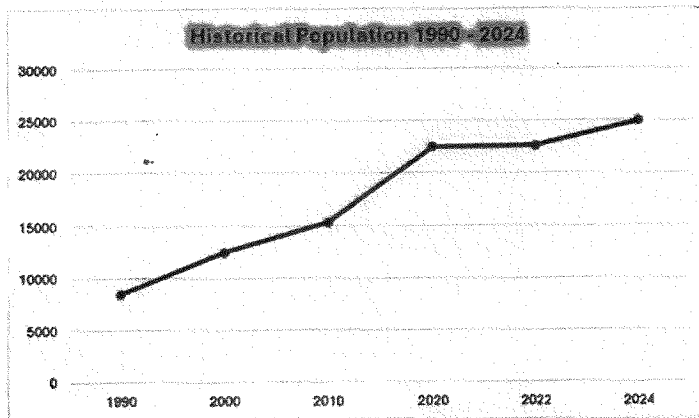
City of Fairhope

Organizational Chart

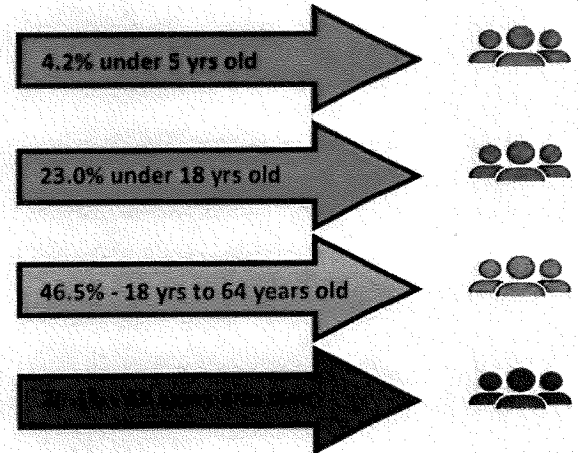


City Demographics

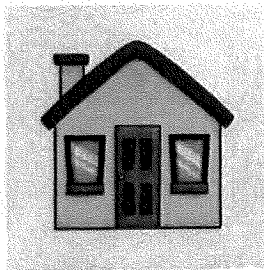
2024 Population — 24,974



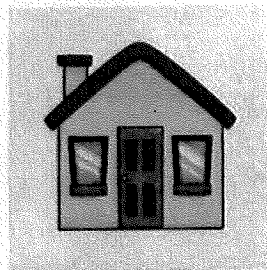
2024 Population by Age Group



Median Household Income 2023



Fairhope, AL
\$86,509



State of Alabama
\$62,027

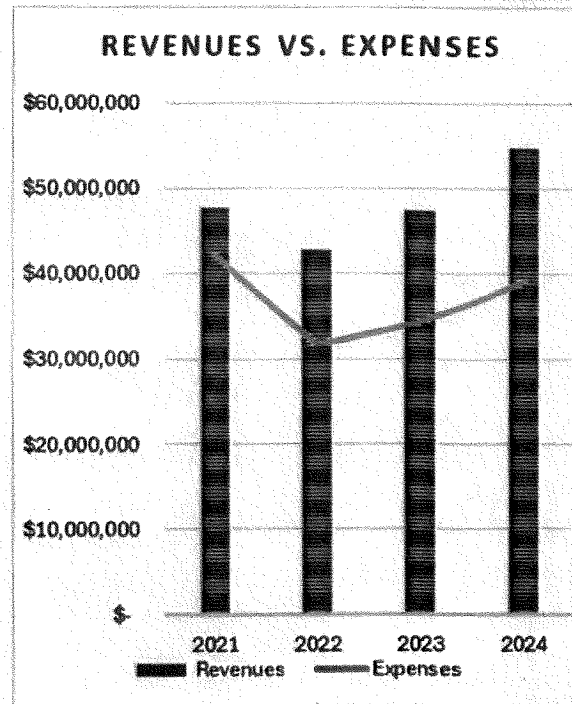
Top 10 Employers 2024

Thomas Hospital	1,273
Grand Hotel	900
Board of Education — Fairhope Schools	543
City of Fairhope	492
Wal-Mart	305
Publix	300
Segers Aero	185
Gulf Orthopedics	100
Winn-Dixie	80
Piggly Wiggly	72

Land Area in square miles, 2020	14.48
Population per square mile, 2020	1271.30
High School Graduate or higher	94.6%
Bachelor's degree or higher	53.4%
Unemployment Rate	2.9%

Governmental Activities

Net position is the difference between what the City owns (assets) and what the city owes (liabilities). Increases or decreases in net position are useful indicators of whether the city's financial health is improving or declining. The City's financials are broken out in to two sections: Governmental activities and Business-type activities. Governmental activities include basic governmental functions such as police protection, recreation, infrastructure improvements and administrative services. The City's net position for governmental activities increased by \$15,603,395; an 11.8% increase from the previous fiscal year.



Net Position—Balance Sheet	FY 2024	FY 2023	
Current & Other Assets	\$ 48,733,731	\$ 46,647,229	
Capital Assets	\$122,653,701	\$107,329,390	
Total Assets	\$171,387,432	\$153,976,619	11.3% ↑
Total Deferred Outflows of Resources	\$ 5,234,906	\$ 7,356,798	
Long Term Liabilities	\$ 18,053,002	\$ 17,220,236	
Other Liabilities	\$ 8,280,237	\$ 8,182,444	
Total Liabilities	\$ 26,333,239	\$ 25,402,680	3.7% ↑
Total Deferred Inflows of Resources	\$ 2,217,944	\$ 3,462,977	
Net Position	\$148,071,155	\$132,467,760	11.8% ↑
Total Revenues	\$ 54,640,960	\$ 47,497,097	
Total Expenses	\$ 39,037,565	\$34,285,016	
Change in Net Position	\$ 15,603,395	\$ 13,212,081	18.1%

City Wide Financials

KEY ELEMENTS

- ⇒ Sales & Use tax increased by approximately \$519,926 or 3.5% due to an increase in consumer spending.
- ⇒ Property tax increased by approximately \$1,484,939 or 17.2% due to an increase in assessed property values and growth.
- ⇒ Capital grants and contributions increased by \$5,544,373 or 129.3% due to an increase in capital projects.
- ⇒ Reduced operating expenses in electric fund due to decreases in electric cost of energy due to lower demand.
- ⇒ Increase in Water & Wastewater service fees due to a rate increase.
- ⇒ Decrease in natural gas energy costs which is passed on to customers.
- ⇒ The City's net position at fiscal year end was \$278,229,124 which is a \$28,404,604, or 11.4%, increase from last fiscal year end.

Net Position—Balance Sheet	FY 2024	FY 2023	
Current & Other Assets	\$103,222,359	\$ 82,186,685	
Capital Assets	\$244,480,546	\$213,994,989	
Total Assets	\$347,702,905	\$296,181,674	17.5% ↑
Total Deferred Outflows of Resources	\$ 7,688,155	\$ 10,992,751	
Long Term Liabilities	\$ 55,321,383	\$ 31,812,076	
Other Liabilities	\$ 18,604,002	\$ 20,309,244	
Total Liabilities	\$ 73,925,385	\$ 52,121,320	41.8% ↑
Total Deferred Inflows of Resources	\$ 3,236,551	\$ 5,228,585	
Net Position	\$278,229,124	\$249,824,520	11.4% ↑
Total Revenues	\$111,391,160	\$101,946,276	
Total Expenses	\$ 82,986,556	\$ 76,105,820	
Change in Net Position	\$ 28,404,604	\$ 25,840,456	9.9%

*Component Units not included

City Funds (cont.)

PROPRIETARY FUNDS

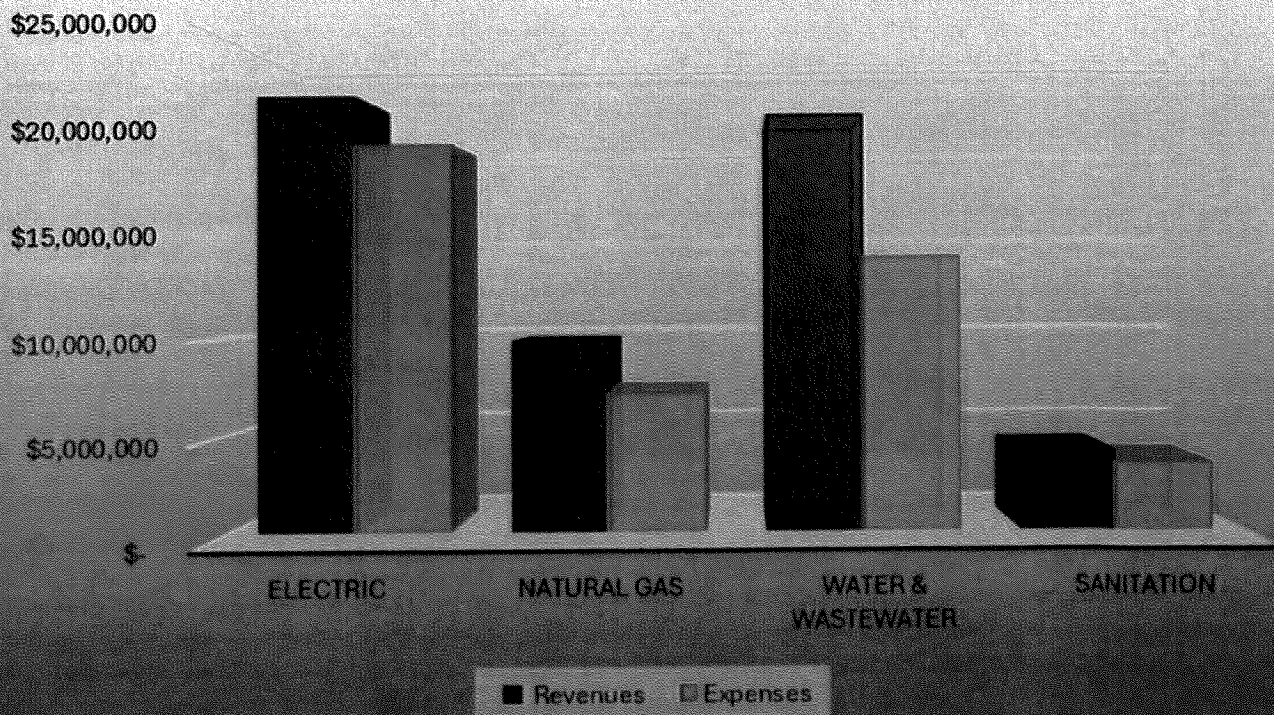
The Proprietary Fund includes the Internal Service Fund and Enterprise Funds. The Enterprise Funds are Electric, Natural Gas, Sanitation and Water & Wastewater. Maintaining separate funds allows the city to maintain control over resources that have been segregated for specific activities or objectives.

For the purpose of the PAFR, we will only focus on the Enterprise Funds.

Enterprise Funds

The Enterprise funds are set up for the City's Business-type activities: the Electric Fund, Natural Gas Fund, Sanitation Fund and the Water & Wastewater Fund. These funds rely on the fees charged to customers for services rendered. The Total Net Position increased by 10.9% in 2024 from the previous year. This change was partly attributable to a decrease in expenditures caused by a decrease in the electric cost of energy due to a lower demand and a decrease in natural gas energy costs, which was passed on to the customers. The City also experienced an increase in revenues due to service fees for the Water and Waste Water increasing.

Enterprise Funds Revenue vs. Expenses



Competition Track at Founders Park

- \$3,024,151 total expense to date - \$1,018,364 Fiscal Year 2024 expense
- The new competition track and field complex is primarily for use by our public schools, but it is also accessible to our citizens. It features an 8-lane track, event facilities and a multi-use field, which provides opportunities for hosting large scale meets. An additional 47 parking spaces were also added to the park. The Fairhope Single Tax Corporation, Baldwin County Board of Education and the City shared in the construction costs for this project which was completed in 2024.



Photo: Courtesy of Fairhope Times

Arts Alley

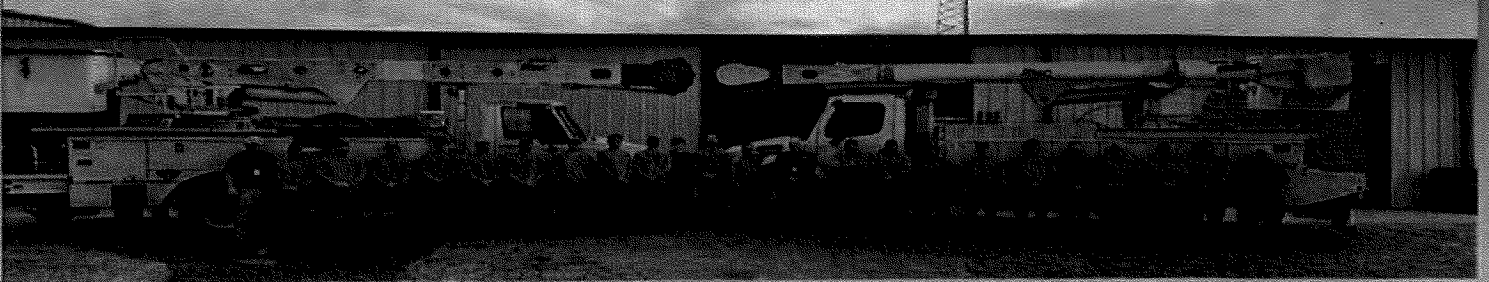
- ♦ \$1,905,979 total expense to date - \$735,154 Fiscal Year 2024 expense

The goal of this project was to increase usage of the downtown BRATS Transit Hub and parking deck by creating an aesthetically pleasing and easily accessible space that is pedestrian-friendly and safe. Visitors can enjoy the inspirational artwork including murals, sculptures and other installations. The Eastern Shore Metropolitan Planning Organization (ESMPO) provided the majority of funding for this project. This project was honored with the Norman J. Walton, Sr., Regional Award from the South Alabama Regional Planning Commission which recognizes exceptional regional projects. This

award is a testament to the value of engaging with our community partners, including the Fairhope Single Tax Corporation which aided with the artwork procurement, as well as local artists and college students.



Highlights of Major Proprietary Fund Projects - Utilities Capital Investments & System Improvements



➔ Natural Gas Fund

- ◆ Vehicles & Equipment Purchases - \$87K
- ◆ Cast Iron Replacement (Phase 1) – \$1.2M
- ◆ Creek Crossings – \$310K
- ◆ Gas Main Relocation (US Hwy 31) - \$618K

➔ Electric Fund

- ◆ Vehicles & Equipment Purchases - \$500K
- ◆ Downtown Underground Electrical Project (Magnolia Avenue) - \$412K
- ◆ Traffic Light Replacement (Greeno Road) – \$284K
- ◆ EV Charging Station (Plantation Pointe) - \$29K
- ◆ 44KV Loop (Redundancy Project) - \$555K

➔ Sanitation Fund

- ◆ Garbage Truck - \$200K

➔ Water & Wastewater Fund

- ◆ Vehicles & Equipment Purchases - \$313K
- ◆ Water System Additions - \$4.9M
- ◆ Water Treatment Plant & Wells (Improvements & Additions) - \$3.8M
- ◆ Sewer System Additions - \$3.4M
- ◆ Lift Station Improvements - \$623K



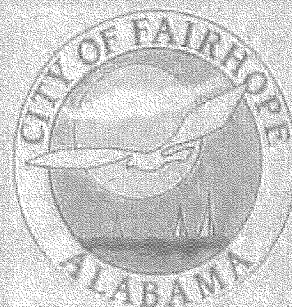


The preparation of the Popular Annual Financial Report would not have been possible without the expertise and commitment of the staff of the Treasury Department, as well as all City Departments who practice fiscal responsibility. We would like to express our appreciation to all City staff that assisted and contributed to the preparation of this report. The commitment of maintaining the highest standards of accountability in financial reporting speaks to the leadership and dedication to public service of the Mayor and City Council. Their support for a policy of financial integrity has been instrumental in the preparation of this report.

Respectfully,

Kim Creech

City Treasurer
251-928-2136
kim.creech@fairhopeal.gov



Animal Control	251-928-2385	Treasury Department	251-928-2136
Building Department	251-990-0153	Fire Department (non emergencies only)	251-928-2371
Civic Center	251-990-0130	Human Resources Dept.	251-928-8003
City Clerk's Office	251-928-2136	James P. Nix Senior Center	251-928-2835
City Hall / Mayor's Office	251-928-2136	Planning Department	251-990-0214
Court Clerk's Office	251-279-6237	Police Department	251-928-2385
City Treasurer	251-929-0346	Purchasing Dept.	251-928-8003
Customer Service / Billing	251-928-2136	Quail Creek Pro Shop	251-990-0240
General Information	251-928-8003	Recreation Department	251-990-0174
Garbage, Trash and Recycling	251-990-0192	Fairhope Recreation Center	251-928-7270
Fairhope Municipal Pool	251-990-0175	Revenue Department / Business License	251-990-0165
Fairhope Public Library	251-928-7483	Events/Tourism	251-929-1466
Fairhope Public Utilities (Electric, Gas, Water and Sewer)	251-928-8003	Mike Ford Tennis Center	251-990-9526
Fairhope Public Works Dept.	251-928-8003	Fairhope Museum	251-929-1471



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-793

FROM:	Daryl Morefield, Water Superintendent
SUBJECT:	The Superintendent of Water/Wastewater, Daryl Morefield, is requesting to approve the award of the Request for Quotes for Labor and Materials for the 365 Mershon Lateral Installation.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the award of the Request for Quotes for labor and materials for the 365 Mershon Lateral Installation to Ballcon, Inc. for the low bid not-to-exceed cost of \$26,500.00. Authorize Treasurer to transfer \$30,075.00 from Wastewater - Maintenance Collections (004020-50366) to Wastewater - System Improvements Collections (004020-59500) in the FY2026 Budget. Requested transfer includes materials to be provided by City in the estimated amount of \$3,575.00.

BACKGROUND INFORMATION:

The Superintendent of Water/Wastewater, Daryl Morefield, is requesting approval for the procurement of labor and materials for the 365 Mershon Lateral Installation. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out, but done as a Request for Quotes.

A Request for Quotes was sent to three (3) qualified contractors. The lowest quote was from Ballcon, Inc. The City of Fairhope will also provide materials estimated at \$3,575.00. The Superintendent of Water/Wastewater requests approval to award the Request for Quote to Ballcon, Inc. for the not-to-exceed cost of Twenty-Six Thousand Five Hundred Dollars (\$26,500.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004020-59500	Wastewater - Sys Imprv Collections	\$0.00	\$26,500.00	(\$26,500.00)
004020-59500	Wastewater - Sys Imprv Collections	\$0.00	Est. Materials \$3,575.00	(\$3,575.00)

004020-50366 Line 10	Wastewater - Maintenance Collection	\$30,075.00	\$0.00	\$30,075.00
Total		\$30,075.00	\$30,075.00	\$0.00

Authorize Treasurer to transfer \$30,075.00 from Wastewater - Maintenance Collections (004020-50366) to Wastewater - System Improvements Collections (004020-59500) in the FY2026 Budget. Requested transfer includes materials to be provided by City in the estimated amount of \$3,575.00.

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] Resolution - That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the 365 Mershon Lateral Installation to Ballcon, Inc. for a not-to-exceed project cost of \$26,500.00. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out; and authorizes Treasurer to transfer \$30,075.00 from Wastewater - Maintenance Collections to Wastewater - System Improvements Collections in the FY2026 Budget. The requested transfer includes materials to be provided by City in an estimated amount of \$3,575.00.

DULY ADOPTED ON THIS 13TH DAY OF APRIL, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



A Trusted WBE Partner for Complex Municipal Work.
Clear Communication • Constructability • Dependable Delivery

Manhole Replacement & Sewer Lateral Proposal

Project Location:

365 Mershon Street
Fairhope, Alabama

Prepared For:

City of Fairhope
Department of Public Utilities
555 South Section Street
Fairhope, Alabama

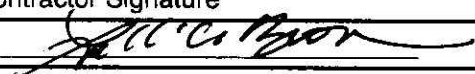
Scope of Work

1. Remove existing 48-inch manhole (approximately 8 feet deep).
2. Tie into existing 8-inch sewer pipe and backfill excavation.
3. Relocate approximately 40 feet of existing 8-inch gravity sewer main.
4. Excavate and expose existing 8-inch gravity main; cut out existing 8-inch pipe section and remove.
5. Install new 48-inch manhole at relocated location.
6. Tie existing 8-inch sewer line into the new manhole.
7. Install 8-inch x 6-inch tee connection.
8. Install approximately 53 linear feet of 6-inch sewer line across roadway.
9. Stub out 6-inch lateral with cleanout. Backfill all excavations and place rock base.

Total Contract Price – Labor / Equipment	\$26,500
---	-----------------

Notes

- New manhole supplied by Ballcon, Inc.
- All pipe and materials to be supplied by Fairhope Utilities.

Contractor Signature	Date
	3-14-2020



Fairhope Public Utilities
Noel Berry, Utilities Engineer, City of Fairhope
555 S. Section St.
Fairhope, AL 36532

March 24, 2026

SUBJECT: 365 Mershon Lateral Project Estimated Costs Provided by Fairhope

Below are estimated material quantities and pricing to be provided by the City of Fairhope for the 2026- SEW- 013 365 Mershon Lateral Installation Project.

4 each- 8x8 Clay to PVC Couplings @ \$100.00 each

1 each- 8x8x4 PVC Tee @ \$100.00 each

60 ft.- 4" PVC @ \$10/ft.

Gravel- ~ \$200.00

Asphalt Repair ~ \$2,200.00

1 Each- Cap Adapter @ \$25.00

1 Each- Cleanout @ \$50.00

Total Estimated City of Fairhope Provided Materials \$3,575.00

Thank you,



Noel Berry



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: Noel Berry - Utilities Engineer

Date: 3-24-2026

Department: Wastewater – 2026-SEW 013 – 365 Mershon Lateral Installation

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.**

QUOTES

Vendor Name	Vendor Quote
1. <u>Ranger Environmental</u>	\$ <u>29,547.00</u>
2. <u>Ballcon, Inc.</u>	\$ <u>26,500.00</u>
3. <u>A-Long Boring, Inc.</u>	\$ <u>No Quote</u>

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

ITEM OR SERVICE INFORMATION

- What item or service do you need to purchase? Lateral Installation and associated work
 - What is the total cost of the item or service? Estimate - \$30,075.00 (City of Fairhope materials ~ \$3,575.00)
 - How many do you need? 1
 - Item or Service Is: ☒ New ☐ Used ☐ Replacement ☒ Annual Request
 - Vendor Name (Lowest Quote): **Ballcon, Inc.**
 - Vendor Number: 9669
- If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

- Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
 - If budgeted, what is the budgeted amount? \$200,000.00
 - Budget code: 004020-50366 Line 30 – On Call Contractor for Sewer
- Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.



City of Fairhope - Water/Wastewater Department - Annual Contract 26-008

Estimate for Work near 365 Mershon Street

ITEM NO	DESCRIPTION	UNIT PRICE	UNIT OF MEASURE	ESTIMATED QUANTITY	EXTENDED AMOUNT
2	Standard Mobilization/Demobilization for Repairs, 4-8 ft. deep	\$ 2,690.00	LUMP SUM	1	\$ 2,690.00
14	Install Only 6-inch Sanitary Sewer Stacks and Laterals (0-4 ft. Deep)	\$ 49.00	LF	80	\$ 3,920.00
15	Install Only 4-Foot Diameter Manhole Replacement (Manholes With a Total Depth of 6' or Less)	\$ 3,661.00	EA	1	\$ 3,661.00
18	Install Only 4-Foot Diameter Manhole Replacement (Per LF of Depth greater than 6 ft.)	\$ 188.00	LF	2	\$ 376.00
19	Core Drilling and Installing Pipe (All Sizes) Into New Manhole	\$ 660.00	EA	2	\$ 1,320.00
21	Install Only 8-16 Inch Gravity Sewer (0-4 ft. Deep)	\$ 245.00	LF	10	\$ 2,450.00
22	Install Only Sanitary Sewer Cleanout (0-4 ft. Deep)	\$ 878.00	EA	1	\$ 878.00
23	Install Only Manhole Frame and Cover Replacement	\$ 450.00	EA	1	\$ 450.00
25	Furnish and Install Bypass Pumping	\$ 2,326.00	DAY	1	\$ 2,326.00
34	Additional Cost for Repairs (8-12 ft. Deep)	\$ 1,971.00	EA	2	\$ 3,942.00
38	Furnish and Install Silt Fence	\$ 5.50	LF	100	\$ 550.00
41	Furnish and Install Solid Sod	\$ 6.00	SY	300	\$ 1,800.00
43	Asphalt Demolition	\$ 7.00	SF	312	\$ 2,184.00
49	Implement Traffic Control to Facilitate Construction/Repair	\$ 3,000.00	DAY	1	\$ 3,000.00
42	Materials Mark Up	20%	%	TBD	
43	Rental Equipment Mark Up	20%	%	TBD	
					\$ 29,547.00

From: [Mike Davis](#)
To: [Noel Berry](#)
Subject: Fw: Marshon
Date: Tuesday, March 24, 2026 8:55:11 AM

Get [Outlook for iOS](#)

From: alongboringinc@bellsouth.net <alongboringinc@bellsouth.net>
Sent: Tuesday, March 17, 2026 3:21:57 PM
To: Mike Davis <michael.davis@fairhopeal.gov>
Subject: Marshon



Mike,

Thank you for the opportunity to price the manhole/sewer lateral work on Marshon. Due to our current schedule we can not take on this project at this time. We hope you keep us in mind for future projects.

Thanks,

Scot Williams
A-Long Boring, Inc
PO Box 1926
Fairhope, AL 36533
Cell 251-422-0488
alongboringinc@bellsouth.net



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-777

FROM:	Wes Boyett, Gas Superintendent
SUBJECT:	The submission of a Pipeline and Hazardous Materials Safety Administration (PHMSA) Grant to the US Department of Transportation (USDOT) for the FY2026 Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program. The grant amount is approximately \$14,000,000.00 with no match required. If awarded, the funding would cover all remaining phases of gas pipe replacement.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

City Council approval.

BACKGROUND INFORMATION:

If awarded the funds will go towards Phases 3, 4, 5 and 6 of the gas pipe replacement project which would complete the system. We last submitted in 2024, that application narrative is attached. We used Magnolia River to submit the application, but this year we are doing it in house. Gas Department staff will prepare documents necessary for Grants Coordinator to submit the application.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

USDOT PHMSA NGDISM

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

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

[1] That the City Council authorizes the submission of a Pipeline and Hazardous Materials Safety Administration (PHMSA) Grant to the US Department of Transportation (USDOT) for the FY2026 Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program for Gas Pipe Replacement. The grant amount is approximately \$14,000,000.00 and will cover the remaining four phases of pipe replacement.

ADOPTED ON THIS 13TH DAY OF APRIL, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



**U.S. Department
of Transportation**
Pipeline and
Hazardous Materials
Safety Administration
(PHMSA)

Notice of Funding Opportunity

Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program

Fiscal Year (FY) 2026

NOFO Posted Date: March 23, 2026
Applications Due Date: May 22, 2026, 11:59 p.m. PST
Questions Due Date: May 15, 2026, 11:59 p.m. PST

Applicants must be registered at www.grants.gov to apply online. It is highly recommended that applicants begin the registration process as soon as possible to avoid delays in submission. In addition, applicants must maintain an active registration in the System for Award Management at www.SAM.gov.

SECTION E – Submission Requirements and Deadlines, contains more information on Grants.gov and SAM.gov systems.

Assistance Listing (formerly CFDA)

20.708 “[Natural Gas Distribution Infrastructure Safety and Modernization Grant Program](#)¹”

PHMSA Notice of Funding Opportunity Number
693JK326NF0013

¹ <https://www.phmsa.dot.gov/grants/pipeline/natural-gas-distribution-infrastructure-safety-and-modernization-grants>

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PROGRAM SUMMARY

Federal Agency Name: U.S. Department of Transportation (DOT)
Pipeline and Hazardous Materials Safety Administration
(PHMSA)

Funding Opportunity Title: FY 2026 Natural Gas Distribution Infrastructure Safety and
Modernization Grant Program

Announcement Type: Initial Announcement

Funding Opportunity Number: 693JK326NF0013

Assistance Listing Number: 20.708

NOFO Posted Date: March 23, 2026

Application Due Date: May 22, 2026, 11:59 p.m. PST

SECTION A – BASIC INFORMATION

A.1 Statement of Purpose

The Natural Gas Distribution Infrastructure Safety and Modernization (NGDISM) Grant Program’s eligible entities are municipality- or community-owned utilities, not including for-profit entities, seeking assistance in repairing, rehabilitating, or replacing high-risk, leak-prone natural gas distribution infrastructure, or in acquiring equipment to reduce incidents and fatalities and avoid economic losses. The NGDISM Grant Program improves public safety and helps to unleash American energy in alignment with Executive Order 14154, “Unleashing American Energy”.

A.2 Statute and Program Authority

Division J of the Infrastructure Investment and Jobs Act (IIJA) (Pub. L. 117-58) provides funding for the NGDISM Grant Program.

A.3 Background

The IIJA appropriates \$200 million per year in grant funding, with a total of \$1 billion in grant funding over five years, to improve the safety of high-risk, actively leaking, or leak-prone natural gas distribution infrastructure. The legislation also authorizes PHMSA to use up to two percent for each fiscal year for administrative expenses. PHMSA will make \$98 million in Fiscal Year 2026 funding available under this NOFO.

A.4 Program Goals and Objectives

The goals of the NGDISM Grant Program are to:

1. Reduce the risk of incidents and avoid economic losses by replacing aging, leaking, and leak-prone municipal- and community-owned natural gas distribution infrastructure.
2. Prioritize projects that deliver the greatest safety benefits to communities most in need, particularly those vulnerable to pipeline-related hazards.

SECTION B – ELIGIBILITY

B.1 Eligible Applicants and Activities

The FY 2026 NGDISM Grant Program NOFO is open to entities who operate a natural gas distribution system and include:

1. City, township, or county governments
2. Municipal utilities (owned by a local government)
3. Community-owned utilities (owned by the customers they serve)

4. Federally recognized Tribal governments

For-profit entities, or any pipeline assets owned by a for-profit entity, are not eligible for NGDISM grant funding.

NGDISM funds support efforts to repair, rehabilitate, or replace existing pipeline distribution infrastructure. Installing or extending new natural gas capabilities is not an eligible use of funds. For example, a project that proposes to install or extend new pipe for the purposes of providing services to new customers is not eligible.

Examples of **eligible** grant projects:

- Construction projects that involve repairing, rehabilitating, or replacing leak prone natural gas pipeline distribution infrastructure. This includes projects related to main lines, service lines, and related components.
- Acquisition of equipment to reduce incidents and fatalities, or to avoid economic losses. This includes projects involving the acquisition of leak detection and line locating equipment.

Examples of **ineligible** grant projects:

- Projects involving transmission lines, including proposals to lower a transmission line to meet the existing code requirements.
- Projects or construction components that are temporary in nature.
- Projects that will require a PHMSA special permit or approval via PHMSA waiver.
- Projects that extend gas services to areas previously not served.
- Electrification.
- Removal of propane tanks and installing a natural gas piping system.
- Standalone equipment-only projects for construction equipment purchases (e.g., backhoes, excavators). Such expenses must be part of a construction project budget, not submitted independently.

B.2 Cost Sharing or Matching

There are no cost-sharing or matching requirements in the NGDISM Grant Program.

B.3 Funding Restrictions

The following costs are not eligible for reimbursement under the FY 2026 NGDISM Grant Program:

1. Pre-construction costs incurred prior to the effective date of the award for which PHMSA has not extended pre-construction authority in writing.
2. Entertainment, alcohol, or morale costs.
3. Expenses claimed or reimbursed by another program.
4. Excessive costs for general office supplies, equipment, computer software, printing, and copying.
5. Expenses that supplant existing operational funds.
6. Any costs disallowed or stated as ineligible in 2 CFR Part 200.
7. Restrictions on Use of Funds for Lobbying, Support of Litigation, or Direct Advocacy. The recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR § 200.450 “Lobbying,” within the federally supported project. The recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The recipient and its contractors must comply with 49 CFR Part 20, U.S. DOT “New Restrictions on Lobbying.”

SECTION C – PROGRAM DESCRIPTION

C.1 Funding

Congress appropriated \$1 billion over five years to implement and administer the NGDISM Grant Program, with \$200 million appropriated annually, of which up to two percent of the annual appropriations may be used for PHMSA’s administrative costs. PHMSA will make available up to \$98 million utilizing FY 2026 funding for NGDISM grants under this NOFO. Any selections and awards under this NOFO are subject to the availability of appropriated NGDISM funds.

There is no award minimum amount.

Applicants may submit applications with multiple projects. PHMSA anticipates making multiple awards with the available funding. Due to limited funding and the competitive nature of this program, PHMSA may not be able to award grants to all eligible applications even if they score highly during the evaluation. PHMSA strongly encourages applicants to propose projects that have operational independence or a component of such a project.

Award(s) to a single entity may not be more than 12.5 percent of the total available funds for the grant program (\$1 billion). Therefore, during this five-year grant program, a single entity cannot receive more than \$125 million in NGDISM funding.

The IIJA makes FY 2026 NGDISM grant funds available for obligation through September 30, 2036. At the time project selections are announced, PHMSA may extend pre-construction authority for the selected projects. Unless authorized by PHMSA in writing, costs incurred prior

to award of grant funding under this NOFO via a signed grant agreement (“pre-construction costs”) are ineligible for reimbursement.²

C.2 Period of Performance

The initial period of performance is up to 60 months. PHMSA may grant performance period extensions on a case-by-case basis.

C.3 Type of Award

PHMSA will make discretionary awards via grant agreements for projects selected under this NOFO. NGDISM award disbursements to recipients will be for eligible costs incurred on a reimbursable basis. Consistent with 2 CFR Part 200, recipients must certify that their expenditures are allowable, allocable, reasonable, and necessary to the approved project(s) before requesting reimbursement.

SECTION D – APPLICATION CONTENTS AND FORMAT

D.1 Address to Request Application Package

The application package can be accessed at www.Grants.gov. Applicants are to download the application package associated with this funding opportunity by following the directions provided on www.Grants.gov.

To request a hard copy of the application package (via postal mail, FedEx, or e-mail), please contact:

Pipeline and Hazardous Materials Safety Administration
Attn: Shakira Mack
E24-312 (PHP-3)
1200 New Jersey Avenue, SE
Washington, D.C. 20590
E-mail: PHMSAPipelineBILGrant@dot.gov
Phone: 202-366-7652

If you are hearing-impaired, please contact the FR/TTY at 1-800-877-8339 or e-mail PHMSA-Accessibility@dot.gov.

D.2 Content and Form of Application Submission

Applications for the FY 2026 NGDISM Grant Program should be submitted in electronic format via Grants.gov. See Section E.4 for additional information on Grants.gov.

There are two sections:

² Pre-award costs are only costs incurred directly pursuant to the negotiation and anticipation of the NGDISM grant award where such costs are necessary for efficient and timely performance of the scope of work, as consistent with 2 CFR Part 200 and determined by DOT. See 2 CFR § 200.458 for more information.

1. Standard Forms an applicant downloads and completes from [Grants.gov](https://www.grants.gov) under the FY 2026 NGDISM Grant Program funding opportunity; and
2. Attachments an applicant creates and uploads per the NOFO requirements.

Standard Forms

The following forms, which are found on [Grants.gov](https://www.grants.gov) under the FY 2026 NGDISM Grant Program funding opportunity, must be completed by the applicant and included as part of the application. The Authorized Representative (AR) named on the SF-424 must sign all forms.

Please note, a required form(s) identified below may be listed on Grants.gov, in the Package tab, as an optional form; or listed on [Grants.gov](https://www.grants.gov) in the Related Documents tab. Applicants need to submit the completed required forms as listed in this section, regardless of where forms/documents are located in [Grants.gov](https://www.grants.gov).

1. Standard Form (SF)-424 – Application for Federal Assistance

A. Points of Contact (POCs)

- Two POCs are mandatory. The individual listed in Section 8f must not be the same as the Authorized Representative (AR) listed in Section 21.
- POCs must be employees of the eligible applicant entity, not consultants.

B. Authorized Representative (AR) Requirements

- The AR must sign the SF-424, and have the legal authority to:
 - Sign documents on behalf of the entity;
 - Make assurances and commitments;
 - Enter into contracts; and
 - Execute documents related to the application.
- By signing, the AR certifies that all commitments made in the application will be honored, and the recipient agrees to comply with Federal grant regulations at 2 CFR Part 200.

2. Additional SF Forms Based on Project Type

Choose one set of the following depending on your application type:

A. Equipment-Only Projects (no construction):

- SF-424A – Budget Information: Non-Construction Programs

- SF-424B – Assurances: Non-Construction Programs
- The AR listed on the SF-424 must also sign the SF-424B

OR

B. Construction or Pipeline Infrastructure Applications (with or without equipment projects):

- SF-424C – Budget Information: Construction Programs
- SF-424D – Assurances: Construction Programs
- The AR listed on the SF-424 must also sign the SF-424D

3. Budget Narrative Attachment Form

4. Project Narrative Attachment Form

5. Lobbying Forms

- Grants.gov Lobbying Form
- SF-LLL – Disclosure of Lobbying Activities, if applicable
 - The AR listed on the SF-424 must also be listed on and sign all lobbying forms.

6. USDOT Standard Title VI/Non-Discrimination Assurances

- Only the U.S. DOT standard form is acceptable (non-U.S. DOT versions will not be accepted).
- The AR listed on the SF-424 must sign this form.

Attachments

The following applicant attachments are created by the applicant and uploaded to [Grants.gov](https://www.grants.gov) under the FY 2026 NGDISM Grant Program funding opportunity to be included as part of the applicant's grant application package.

1. Project Narrative
2. Budget Narrative
3. Indirect cost rate agreement, or statement claiming a 15-percent de minimis rate (if applicable)
4. Most current Distribution Integrity Management Plan (DIMP)

5. Most current U.S. DOT/PHMSA Gas Distribution System Annual Report (GDAR) (Form PHMSA F 7100)
6. Additional optional attachments (if applicable)

Electronic Format: All application/attachment files are to be in Word, Excel, PowerPoint, Adobe, and/or picture/image (GIF, JPEG, PNG) formats. For any other file formats, PHMSA does not have the application/software to open/view these files; therefore, any information in other file formats will not be considered during the application review.

Sharing of Application Information: The Department may share application information within the Department or with other Federal agencies if the Department determines that sharing is relevant to the respective program's objectives. If PHMSA identifies any safety issues during the application review process, the Agency may forward relevant application details of a non-confidential nature with other PHMSA divisions for technical assistance and capacity building support.

Project Narrative

The following Project Narrative, sections 1–8, is required. Applicants should identify clearly the sections in the Project Narrative and follow the prescribed order in this NOFO.

Note: Adhere to the information in this NOFO for your application package.

1. Cover Letter
2. Applicant Eligibility and Statement of Authority and Pipeline Infrastructure Safety and Modernization Capabilities
3. Project Summary
4. Project Prioritization Table
5. Detailed Project Description
6. Projected Outputs and Objectives
7. Project Implementation and Management
8. Domestic Preference/Buy America

The Project Narrative should be prepared with standard formatting preferences (a single-spaced document, using a standard 12-point font such as Times New Roman, with one-inch margins, and narrative text in one column only). The Project Narrative may not exceed 25 pages in length (excluding cover pages, table of contents, and supporting documents/attachments).

Applicants may submit supporting documents via website links rather than hard copies. It is important to ensure the website links are currently active, accessible, and working. If supporting documents are submitted, applicants must clearly identify the page number(s) of the

relevant portion in the Project Narrative supporting documentation. PHMSA recommends using appropriately descriptive file names (e.g., “Project Narrative,” “Maps,” “Budget Narrative”) for all attachments. PHMSA will not review or consider Project Narrative pages beyond the 25-page limitation, non-working weblinks, and/or attachment file formats that do not meet Electronic Format guidance.

1. Cover Letter

Name and Title of this NOFO

Organization/Natural Gas System’s Name

This should include: (1) your entity’s name; (2) a brief overview of the governance structure of your entity and/or your entity’s leadership; and (3) your entity’s experience and capacity to manage Federal grant projects.

Primary Points of Contact

Identify the individual name(s) and position title(s), address, e-mail address, and telephone number of the following primary roles:

1. Project Representative(s): Responsible for coordinating project activities; and
2. Authorized Representative(s) (AR): Individual with the legal authority to sign documents for an entity, provide assurances, make commitments, enter contracts, and execute such documents on behalf of the applicant/entity.

The primary points of contact must be two distinct individuals employed by the entity seeking grant funding, not consultants or external grant writers. Additional contacts may be provided at the entity’s discretion.

2. Applicant Eligibility and Statement of Authority and Pipeline Infrastructure Safety and Modernization Capabilities

A short statement by the applicant verifying/affirming they are a municipal- or community-owned gas distribution utility and have the legal authority and capability to perform pipeline infrastructure repairs, rehabilitation, or replacement, in accordance with 49 CFR Part 192, and to purchase equipment.

3. Project Summary

One project summary per project. The project summary should be no longer than two to three sentences. The project summary provides a high-level overview of the overall project.

4. Project Prioritization

Applications may contain multiple projects. Proposed construction projects should define reasonable pipeline boundaries that can be completed within the period of performance.

Replacing or rehabilitating similar pipeline materials in the same general area should be treated as a single project. Each project should be ranked numerically by priority. Alphabetical order or other sequential orders will not be accepted. Please ensure all pipe lengths are measured and described in miles. Project Prioritization numbering and budget totals must be consistent throughout the application. For equipment-only projects, please use the age of the oldest pipe material in the system under the Infrastructure Age column.

An example table is provided below. A standalone Word template of this table is included in the NOFO package for applicant use:

Sample Project Prioritization Table					
Priority Number	Project Name	Pipe Material	Miles	Infrastructure Age	Total Project Cost (all project costs must equal the Federal funding requested in the SF-424)
1	Southeast Cast-Iron Replacement Project	Cast-iron	9.0	1920s	\$9,500,000
2	Northwest PVC Replacement Project	PVC	2.5	1940s	\$2,300,000
3	Regulator Replacement Project	N/A	0.0	1970s	\$850,000
				<u>Total:</u>	\$12,650,000.00

5. Detailed Project Description

- Identify the scope and budget (including total cost per mile of mains replaced and total cost per service replaced) for each project proposal. If applicable, the projects should be listed according to the risk/safety priority order described in the Project Prioritization table.
- Describe materials being replaced, repaired, or rehabilitated, and a general description of the construction methods to be used (i.e., horizontal directional drilling (HDD), cut and cover, insertion, etc.).
- Describe the area where the project proposal will occur, if the project includes the repair, rehabilitation, or replacement of assets throughout your system. Applicants should include a statement that real property, right(s)-of-way acquisition, utility

easements, and/or applicable legal requirements are already secured. PHMSA is unable to fund projects that will require real property acquisition.

- Describe any relocations, abandonments, and upsizing.
- Provide sufficient documentation to support the project, such as: engineering drawings; cathodic protection data; incident reports; preliminary project planning or design, including site design; maps; site photos; materials lists; cost estimates received; an aerial photograph of the site depicting the proposed location; anticipated environmental and community impacts; and other pre-construction activities of eligible pipeline infrastructure projects.
- Provide a Safety Risk Profile for each project proposal describing the condition of the current infrastructure in the project area for which funding is being requested. The project's Safety Risk Profile must align with the information provided to PHMSA in the GDAR and must cite the operator's DIMP, which should include identified threats, leak statistics, and risk analysis. The Safety Risk Profile should state how the project will mitigate the identified threat(s) and list the safety benefits the project will bring to the community.
- Identify any potential immediate danger that the existing infrastructure poses that may result in fatalities, injuries, or environmental hazards.
- Provide plans for creating jobs that provide economic impact and growth.
- Identify whether partial funding would be accepted to complete the project and the level of minimum funding needed.
- Identify whether the project was in process prior to the announcement of this award; and whether and by how much the grant would expedite the project or expand the scope or impacts of the project.
- Describe project schedule, or best available estimates/projections. The project schedule identifies all major project milestones from start to completion.

6. Projected Outputs and Objectives

Provide quantifiable and measurable outputs planned for the grant's period of performance. Outputs are quantitative data that describe the proposed activities. Outputs should include:

- The quantity (e.g., mileage, age, and diameter) of pipeline affected.
- The number of jobs the project may create.
- The economic impact or growth over the length of the project, such as reduced gas bills to consumers.

- The reduction in leak rates attributable to the project, including the method of calculation.

In addition, broader outcomes or goals may be provided to describe the intended impact of the proposed outputs. This can be either quantitative or qualitative and should reflect the projected impact of the grant activity outputs.

Applicants may use the following table to approximate the leak rates based on pipeline material that will be replaced by the program. It is adapted from Table 1 EPA Inventory – Annex 3.6, Table 3.6-2.

Pipeline Material Type	Average Rate (kg/mile/year)
Cast Iron	2,877.35
Unprotected Steel	1,491.80
Protected Steel	77.90
Plastic	109.85

7. Project Implementation and Management

Provide a description of the monitoring and quality assurance plan to ensure successful project completion within the period of performance. Describe how the applicant will ensure the applicable Federal pipeline safety regulations will be followed and grant funds are used appropriately. These may include, but are not limited to, ensuring the DIMP is up to date; implementing safety and performance checks and inspections; and conducting audits of the project.

8. Domestic Preference/Buy America

Applicants must include a statement certifying they will comply with Domestic Preference/Buy America and, if applicable, include an assessment of materials, products, or manufactured products that would require an exception or waiver of the Buy America provisions.

Budget Narrative

The Budget Narrative must justify each cost clearly and accurately and align with the SF-424A (for equipment only applications) or SF-424C line-item (for construction applications) categories. It should be specific, detailed, and mathematically sound, rounding all amounts to whole dollars. Applicants should include all anticipated expenses, such as price fluctuations, permitting and restoration costs, environmental compliance, Federal grants management training, and audit-related costs. A well-prepared Budget Narrative is critical for funding consideration and long-term financial monitoring. Once a grant agreement is executed, PHMSA cannot increase funding to cover additional costs.

SF-424A Use for Equipment-Only Applications

Projects to acquire equipment to: (1) reduce incidents and fatalities and (2) avoid economic losses is an allowable program cost. Each item of equipment must be identified with the corresponding cost. Applicants should obtain quotes or use online resources to ensure that the estimated cost is recent and reasonably priced compared to other similar models. Applicants should analyze the cost benefits of purchasing versus leasing equipment for high-cost items and those subject to rapid technical advances. The following table outlines the SF-424A line items.

Category/Line Item	Enter Amount
Personnel	Not applicable for equipment-only applications.
Fringe Benefits	Not applicable for equipment-only applications.
Travel	Not applicable for equipment-only applications.
Equipment	Equipment is tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds \$10,000. Note: Heavy construction equipment such as backhoes, trucks, and excavators should not be included in this line item as a standalone project.
Supplies	Equipment purchases less than \$10,000 per unit should be listed under Supplies.
Contractual	List rented or leased equipment costs in the Contractual or Other category, depending upon the procurement method.
Construction	Not applicable for NGDISM equipment only applications.
Other	Includes costs that do not fall under Personnel, Fringe, Travel, Equipment, Supplies, or Contractual, but are still necessary, reasonable, and allowable for the acquisition of equipment.
Indirect Charges	Not applicable for equipment-only applications.

SF-424C Use for Construction Applications (with or without equipment projects)

Projects related to repairing, rehabilitating, or replacing high-risk, leak-prone natural gas distribution infrastructure, and equipment necessary to carry out the projects, are allowable under this program. The following table outlines the SF-424C line items.

Category/Line Item	Enter Amount
Administrative and legal expenses	If applicable.
Land, structures, rights-of-way, appraisals, etc.	If applicable.
Relocation expenses and payments	If applicable.
Architectural, environmental, and engineering fees	If applicable.
Other architectural and engineering fees	If applicable.
Project inspection fees	If applicable.
Site work	If applicable.
Demolition and removal	If applicable.
Construction	If applicable.
Equipment	Equipment is tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds \$10,000. Note: Heavy construction equipment such as backhoes, trucks, and excavators should be included in this line item and not as a standalone project.
Miscellaneous	If applicable. Equipment purchases of less than \$10,000 per unit and Indirect Costs should be listed as Miscellaneous.
Contingencies	If applicable and not to exceed 10 percent of total project costs.
Project (program) income	Not allowable.

Indirect Costs: Indirect costs generally do not apply to most construction grants. If claiming the 15 percent de minimis rate, applicants must use the Modified Total Direct Cost (MTDC) method, which excludes capital expenditures and equipment. The budget narrative should clearly explain the indirect cost calculation. A statement must be included if the de minimis rate is used. If a higher rate is claimed, attach the most recent negotiated indirect cost rate proposal. See 2 CFR § 200.1 for details.

SECTION E – SUBMISSION REQUIREMENTS AND DEADLINES

E.1 Submission and Times

The Assistance Listing number for this program is 20.708. Complete application packages are due via Grants.gov no later than 11:59 p.m., PST, May 22, 2026.

E.2 Unique Entity Identifier (UEI) and System for Award Management (SAM)

Each applicant is required to:

- Register in SAM (SAM.gov) before submitting an application.
- Provide a valid UEI in the application.
- Continue to maintain an active SAM registration with current information at all times during which they have an active Federal award or an application under consideration.

PHMSA recommends that applicants review the SAM database to ensure that their UEI number is updated and “active.” The SAM database is available at <https://sam.gov/content/home>. For issues with SAM.gov, applicants have the following options:

- Contact the Federal Service Desk (FSD) at 866-606-8220
- Create an incident ticket via https://www.fsd.gov/gsafsd_sp
- Use SAM.gov self-help options to search help articles to find an answer.

E.3 Other Submission Requirements

Applications will only be accepted via Grants.gov using required username(s) and password(s) needed to access the Grants.gov website. There is no limitation on the number of applications that may be submitted by an eligible applicant. All projects submitted as part of an application must be complete and able to stand on their own merits.

Electronic File/Attachments Format: All application/attachment file formats are to be Word, Excel, PowerPoint, Adobe, and/or picture/image (GIF, JPEG, PNG) formats. For any other file formats, PHMSA does not have the application/software to open/view these files and any information in other file formats will not be considered during the application review(s).

To begin the application process, applicants must be registered with Grants.gov to submit an application. See Grants.gov section below. Failure to comply with the prescribed application requirements may result in the failure of an application to be reviewed.

E.4 Accessing Grants.gov

To apply for NGDISM grant funding under this announcement, all applicants are to be registered as an organization with Grants.gov. For new users, it is highly recommended that applicants begin the registration process and become familiar with the Grants.gov website as soon as

possible to avoid delays in submission. For new users, go to <https://www.grants.gov/applicants> or go to the main page at Grants.gov, select “Get Started,” and then “Register.” NOTE: New user registrations for Grants.gov may take up to two weeks to complete.

Options for additional questions on how to register and/or to resolve Grants.gov issues are:

- Utilize Grants.gov Online Self-Help (https://gditshared.servicenowservices.com/hhs_grants).
- Utilize Grants.gov “Create a Ticket” feature (https://gditshared.servicenowservices.com/hhs_grants).
- Contact Grants.gov Support Desk, 24 hours a day, seven days a week, excluding Federal holidays, by phone at 800-518-4726 or by e-mail at support@grants.gov.

PHMSA encourages applicants to utilize the Grants.gov Workspace feature. This feature allows applicants to assign roles so that multiple individuals can work on an application. For more information about the workspace, please review this [short Grants.gov video](#).

SECTION F – APPLICATION REVIEW INFORMATION

F.1 Merit Criteria

The criteria that follow are for evaluation purposes only. Applicants should ensure that the applicable criteria below are addressed in the relevant portions of your application. PHMSA uses technical and programmatic criteria to evaluate and rate applications. Each project proposal (not application) will receive a rating based on two technical reviews and one programmatic review. The overall evaluation will be based on two components: technical review (weighted at 66 percent) and programmatic review (weighted at 33 percent).

Technical Review Criteria for Construction Project Proposals:

1. Whether the project proposal directly relates to repairing, rehabilitating, or replacing a natural gas distribution pipeline system or portions thereof. (High, Medium, Low)
2. Whether the project proposal will mitigate risks identified in the operator’s most recent Distribution Integrity Management Plan (DIMP). (High, Medium, Low)
3. Whether the project proposal addresses the highest ranked threat(s) noted within the operator’s most recent DIMP. (High, Medium, Low)
4. Whether the project proposal demonstrates benefits and value that can be tied to a reduction in incidents and associated costs. (High, Medium, Low)
5. Whether the project proposal involves pipe prone to leakage. (High, Medium, Low)
6. Whether there is a direct and immediate need for funding. (High, Medium, Low)

7. Whether the project proposal includes a reasonable and sufficiently detailed project timeline. (High, Medium, Low)
8. Whether the project proposal provides adequate descriptions and specifics of the design and construction activities and tasks proposed. (High, Medium, Low)

Technical Review Criteria for Equipment Only Project Proposals:

1. Whether the equipment has the potential to reduce incidents and fatalities and/or help avoid economic losses. (High, Medium, Low)
2. Whether the equipment is expected to have a multi-year lifespan with manageable maintenance costs. (High, Medium, Low)
3. Whether the proposed acquisition of equipment will mitigate risks identified in the operator's most recent DIMP. (High, Medium, Low)
4. Whether there is a direct and immediate need for funding. High, Medium, Low
5. Whether the project proposal provides supporting documents, such as quotes, and a cost-breakdown that appears reasonable. (High, Medium, Low)
6. Whether the percentage of unaccounted for gas reported in the most recent GDAR is higher or lower than the national average for Local Distribution Companies (LDCs). (High, Medium, Low)
7. Whether the project proposal includes outputs. (High, Medium, Low)
8. Whether the equipment is a standalone project without a construction component. (High, Medium, Low)

Programmatic Review Criteria for Construction Project Proposals:

1. Whether the project is included in the project prioritization table. (Y/N)
2. Whether the budget narrative aligns with the project total in the SF-424C (construction). (High, Medium, Low)
3. Whether the project outlines measurable economic impact or growth benefits. (High, Medium, Low)
4. Whether the project proposal includes quotes, invoices, or online estimates (current or past are acceptable) to justify costs. (High, Medium, Low)
5. Whether the applicant currently has control or ownership of the project proposal site. (High, Medium, Low)
6. Whether the pipe age reflects elevated risk due to age, as evidenced by industry standards. (High, Medium, Low)

7. Whether the project will create jobs. (Y/N)
8. Whether a risk assessment conducted under 2 CFR § 200.206 identifies the entity as high-risk. (High, Medium, Low)

Programmatic Review Criteria for Equipment Only Project Proposals:

1. Whether the project is included in the project prioritization table. (Y/N)
2. Whether the budget narrative aligns with the SF-424A (non-construction). (High, Medium, Low)
3. Whether the project total aligns with the total Federal funding requested in the SF-424 and the budget narrative. (Y/N)
4. Whether there are clearly defined outputs and objectives. (High, Medium, Low)
5. Whether the project proposal describes how the equipment will reduce economic losses and incidents and fatalities. (High, Medium, Low)
6. Whether the pipe age reflects elevated risk due to age, as evidenced by industry standards. (High, Medium, Low)
7. Whether the project proposal includes quotes, invoices, or online estimates (current or past are acceptable) to justify costs. (High, Medium, Low)
8. Whether a risk assessment conducted under 2 CFR § 200.206 identifies the entity as high-risk. (High, Medium, Low)

F.2 Review Process

The Department intends to apply principles from DOT Order 2100.7, “Ensuring Reliance Upon Sound Economic Analysis in DOT’s Policies, Programs and Activities”, and DOT Order 2100.9, “Ensuring Nondiscrimination and Equal Opportunity in Department of Transportation Policies, Programs, and Activities” when evaluating applications and making award selections. To the maximum extent permitted by law, PHMSA will prioritize projects that align with the principles outlined in DOT Orders 2100.7 and 2100.9.

Review of the applications will be based on the administrative, technical, and programmatic criteria, and the goals and priorities of the DOT. During the administrative review, PHMSA will review each application to verify eligibility and to ensure it includes all the required elements to qualify for the award. The technical and programmatic reviews will assess the project’s proposed scope of work and the extent to which each project meets the established merit criteria.

Additional Priorities and Selection Considerations

After completing the merit review, among projects of similar merit, PHMSA may prioritize projects according to the following key Administration and DOT objectives:

Safety: PHMSA will assess the project's ability to commit to advancing safe and efficient transportation. Applicants must address how their project provides substantial safety benefits. Projects that have the potential to provide the greatest safety benefits, such as those which seek to address active leaks, may be prioritized.

Disadvantaged Rural and Urban Communities: PHMSA will assess the project's ability to benefit disadvantaged rural and urban communities.

Sound Economic Analysis: PHMSA will prioritize projects that advance the goals of the DOT Order, "Ensuring Reliance Upon Sound Economic Analysis in DOT Policies, Programs, and Activities" during the review and selection process.

PHMSA will prioritize projects that align with the Administration's focus on the American family and ensuring reliable delivery of goods and services for American families.

Workforce Development, Job Quality, and Wealth Creation: The Department will assess whether and how the project will include union participation or project labor agreements, which promote cost-effectiveness and open competition.

Geographic Diversity: When selecting awardees, PHMSA may consider the geographic diversity of projects.

Ratings Guidelines

Based on the results from each review, each application will receive an overall rating either as:

Highly Recommended: The application demonstrates the NOFO requirements are very well understood, and that the approach likely results in high-quality performance. The application clearly addresses and exceeds requirements with no weaknesses. The application contains outstanding features that meet or exceed on multiple dimensions the expectations of the government. The application scope aligns extremely well with DOT objectives and priorities. The risk of poor performance is very low.

Recommended: The application demonstrates that the NOFO requirements are understood, and that the approach likely result in satisfactory performance. The application addresses and meets requirements with some minor but correctable weaknesses. The application demonstrates requisite experience, qualifications, and performance capabilities. The application scope aligns with DOT objectives and priorities. The risk of poor performance is low.

Acceptable: The application demonstrates that the NOFO requirements are mostly understood, and that the approach likely result in satisfactory performance for part of the requirements. The application addresses some of the requirements with some weaknesses. The application demonstrates some experience, qualifications, and performance capabilities. The application partially aligns with DOT objectives and priorities. The risk of poor performance is moderate.

Not Acceptable: The application does not meet the NOFO requirements. The application fails to address multiple requirements. The applicant may be ineligible to apply for the grant. The application could not satisfy critical requirements without a major revision or rewrite of the application or a major redirection effort. The application scope does not align with DOT objectives and priorities. The risk of poor performance is high.

Selection Process

PHMSA will recommend applications for award based on the final overall rating as described above. Final award recommendations will be made by the PHMSAPHMSA Administrator after taking into consideration the administrative, technical, and programmatic evaluations, and how well the applications address PHMSA's and DOT's safety priorities. The Secretary will make final award selection decisions.

F.3 SAM.gov Review

Prior to making a Federal award with a total amount of the Federal share greater than the simplified acquisition threshold, PHMSA is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through the [SAM.gov](#) Responsibility/Qualification information (formerly called Federal Awardee Performance and Integrity Information System (FAPIIS)) (see 41 U.S.C. § 2313). An applicant, at its option, may review the Responsibility/Qualification information through [SAM.gov](#) and comment on any information about itself that a Federal-awarding agency previously entered and is currently in the Responsibility/Qualification information. PHMSA will consider any comments by the applicant, in addition to the other Responsibility/Qualification information, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in 2 CFR § 200.206.

F.4 Anticipated Announcement and Federal Award Dates

Applicants chosen for funding will receive electronic notification of the Federal award. Upon notification, the applicant's authorized representative/official must sign and return the award within the timeframe prescribed by PHMSA.

SECTION G –AWARD NOTICES

G.1 Federal Award Notices

PHMSA's grant awarding official will award grants to responsible and eligible applicants, at its discretion, whose applications are judged meritorious under the procedures set forth in this NOFO. Selected grant award recipients will be announced by the Secretary of Transportation via the U.S. DOT Office of the Secretary's Newsroom webpage (<https://www.transportation.gov/newsroom>).

The grant award agreement, signed by both the PHMSA Agreement Officer and the recipient's Authorized Representative, is the authorizing document and will be provided through electronic

means to the Authorized Representative. The award document will provide pertinent instructions and information including, at a minimum, the:

1. Legal name and address of recipient.
2. Title of project.
3. Name(s) of key personnel chosen to direct and control approved activities.
4. Federal Award Identification Number assigned by PHMSA.
5. Period of Performance, specifying the duration of the project.
6. Total grant funding amount PHMSA approved for the project.
7. Legal authority(ies) under which the award is issued.
8. Assistance Listing Program Number (formerly CFDA).
9. Applicable award terms and conditions.
10. Approved budget plan for categorizing allocable project funds to accomplish the stated purpose of the award.
11. Other information or provisions deemed necessary by PHMSA.

Recipients of an award will not receive lump-sum cash disbursements at the time of award announcement or obligation of funds. PHMSA will reimburse recipients only after (1) the project proponent has fully complied with the required environmental review process; (2) the grant agreement has been executed; (3) allowable expenses have been incurred; and (4) a valid request for reimbursement has been submitted and approved by PHMSA.

SECTION H – POST-AWARD REQUIREMENTS AND ADMINISTRATION

H.1 Federal Statutory and Regulatory Requirements

The administration of this award by PHMSA and the recipient will be based on the following Federal statutory and regulatory requirements:

1. **Infrastructure Investment and Jobs Act** (Public Law 117-58).
2. **2 CFR Part 200.** Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
3. **New Restrictions on Lobbying.** 49 CFR Part 20, “New Restrictions on Lobbying,” will be incorporated by reference into any award under this program and is available at <https://www.ecfr.gov/> by clicking on “Title 49, Subtitle A, Part 20.”

4. **Drug-Free Workplace.** 49 CFR Part 32, “Government wide Requirements for Drug-Free Workplace (Financial Assistance),” which implements the requirements of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988.” 49 CFR Part 32 will be incorporated by reference into any award under this program and is available at: <https://www.ecfr.gov/> by clicking on “Title 49, then “Subtitle A”, and then “Part 32.”
6. **National Environmental Policy Act (1970).** Includes applicable environmental and historic preservation laws, as well as compliance with mitigation actions described in the completed Tier 2 – Site Specific environmental documentation during construction or repair activities.
7. **Freedom of Information Act.** DOT regulations implementing the Freedom of Information Act (FOIA) are found at 49 CFR Part 7. The regulations require PHMSA to make requested materials, information, and records publicly available under FOIA. Unless prohibited by law and to the extent permitted under FOIA, contents of NGDISM applications may be released in response to FOIA requests.

H.2 Administrative and National Policy Requirements

1. **Compliance with Federal Laws and Policies.** Except where prohibited by court order, the applicant assures and certifies, with respect to any applications and awarded project under this NOFO, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds.
2. **Domestic Preference Requirements.** As expressed in Executive Order 14005, “Ensuring the Future Is Made in All of America by All of America’s Workers” (86 FR 7475))²³, the Executive Branch should maximize, consistent with law, the use of goods, products, and materials produced in, and services offered in the United States. NGDISM Grant projects that are considered “projects for infrastructure” will be subject to the domestic preference requirements at § 70914(a) of the Build America, Buy America (BABA) Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 12 (2021) and Office of Management and Budget (OMB) Memorandum M-22-11, “Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure”
3. Projects that are not considered “projects for infrastructure” will be subject to requirements of the Buy American Act, Pub. L. No. 72-428, as codified at 41 U.S.C. §§ 8301-8303. Note that when using NGDISM Grant funds, Buy America (49 U.S.C. 5323(j)) (formerly sec. 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424)) provisions do not apply. After funding decisions are made by the Department, the NGDISM Grants Program Office will coordinate with grant recipients on whether their projects are designated as “projects for infrastructure.”

4. **Program Requirements: Critical Infrastructure Security, Cybersecurity, and Resilience.** It is the policy of the United States to strengthen the security and resilience of its critical infrastructure against all hazards, including both physical and cyber threats, consistent with the National Security Memorandum on Critical Infrastructure Security and Resilience (NSM-22). Each applicant selected for Federal funding under this notice must demonstrate, prior to the signing of the grant agreement, efforts to consider and address physical and cyber security risks relevant to the transportation mode and type and scale of the project. Projects that have not appropriately considered and addressed physical and cyber security and resilience in their planning, design, and project oversight, as determined by the Department of Homeland Security, will be required to do so before receiving funds.
5. **Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity.**
 - a. Except where prohibited by court order, pursuant to Section 3(b)(iv)(A) of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
 - b. Except where prohibited by court order, pursuant to Section 3(b)(iv)(B) of Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, with respect to any application and awarded project under this NOFO, the recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.
6. **Protection of Confidential Business Information.** All information submitted as part of or in support of any application shall use publicly available data or data that can be made public, and methodologies that are accepted by industry practice and standards, to the extent possible.

If the applicant submits information that the applicant considers to be a trade secret or confidential commercial or financial information, the applicant must provide that information in a separate document, which the applicant may cross-reference from the application narrative or other portions of the application.

For the separate document containing confidential information, the applicant must:

1. State on the cover of that document that it "Contains Confidential Business Information" (CBI).
2. Mark each page that contains confidential information with "CBI."

3. Highlight or otherwise denote the confidential content on each page.
4. At the end of the document, explain how disclosure of the confidential information would cause substantial competitive harm.

DOT will protect confidential information complying with these requirements to the extent required under applicable law. If DOT receives a FOIA request for the information that the applicant has marked in accordance with this section, or that DOT has some other reason to believe may contain confidential commercial information, DOT will follow the procedures described in its FOIA regulations at 49 CFR § 7.29.

7. **Uninterrupted Service Delivery Provisions in Federal Financial Assistance Awards and Subawards:** Contractual terms requiring that federally funded services not be subject to disruption due to labor disputes are known as “uninterrupted service delivery” provisions. 2 CFR Part 200 does not prohibit recipients of Federal financial assistance from including uninterrupted service delivery requirements in their subawards or contracts when, in the recipient’s sound business judgment, the requirement will contribute to the economy and efficiency of the project and when otherwise consistent with Federal law applicable to the program.
8. **Civil Rights and Title VI:** As a condition of a grant award, grant recipients should demonstrate that the recipient has a plan for compliance with civil rights obligations and nondiscrimination laws, including Title VI of the Civil Rights Act of 1964 and implementing regulations (49 CFR Part 21) (including any amendments thereto), the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act, all other civil rights requirements, and accompanying regulations. This should include a current Title VI plan, completed Community Participation Plan, and a plan to address any legacy infrastructure or facilities that are not compliant with ADA standards. DOT’s and the applicable Operating Administrations’ Office of Civil Rights may work with awarded grant recipients to ensure full compliance with Federal civil rights requirements.
9. **Prohibited Enforcement:** To the extent a court order bars the implementation or enforcement of one or more of the preceding provisions with respect to a particular applicant or recipient, the Department will not implement or enforce the relevant provision(s) against that applicant or recipient for as long as the court order remains in place.

H.3 Reporting Requirements

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of an applicant’s currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipient during that period of time must maintain the currency of information reported to SAM that is made available in the

designated integrity and performance system, Responsibility/Qualification information (formerly called Federal Awardee Performance and Integrity Information System (FAPIIS)), about civil, criminal, or administrative proceedings described in paragraph 2 of 2 CFR Appendix XII to Part 200. This is a statutory requirement under section 872 of [Public Law 110-417](#), as amended (41 U.S.C. 2313). As required by section 3010 of [Public Law 111-212](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

Progress Reporting on Grant Activities

Grant recipients will be required to comply with all PHMSA reporting requirements, including quarterly progress reports, quarterly Federal financial reports, and final performance and financial reports. Grants recipients must also comply with applicable auditing, monitoring, and close-out requirements. Unless otherwise instructed in the grant terms and conditions, reports must be submitted to PHMSAPipelineBILGrant@dot.gov.

Pursuant to 2 CFR § 170.210, non-Federal entities applying under this NOFO must have the necessary processes and systems in place to comply with the reporting requirements of the Transparency Act should they receive Federal funding.

Quarterly Reporting

Each recipient is required to submit a quarterly progress report (Interim SF-425). Quarterly financial reports are submitted by e-mail to PHMSAPipelineBILGrant@dot.gov. Quarterly progress reports are submitted through Microsoft Forms. The quarterly reports are due no later than 30 days after the end of each reporting period.

Each applicant selected for funding must collect information and report on the project's performance using measures mutually agreed upon by PHMSA and the recipient to assess progress in achieving strategic goals and objectives.

Final Progress Reports

Each recipient is required to submit a final progress report and final Federal Financial Report (Final SF-425). Final financial reports and progress reports are submitted by e-mail to PHMSAPipelineBILGrant@dot.gov. The reports are due no later than 120 days after the performance period has ended. Final progress reports must follow the instructions outlined in the terms and conditions of the grant award.

All applications/reports will be made available to the public upon request.

SECTION I – FEDERAL AWARDING AGENCY CONTACTS

PHMSA NGDISM Program Team

Phone: 202-366-7652

E-mail: PHMSAPipelineBILGrant@dot.gov

Grants.gov Contact Center

Phone: 800-518-4726

E-mail: support@grants.gov

Federal Service Desk (FSD) – SAM.gov Support

Phone: 866-606-8220

Website: <https://www.fsd.gov/>

DEFINITIONS

Areas of Persistent Poverty (APP)³ – For purposes of this NOFO, APP encompasses disadvantaged communities and is defined as:

- Any county that has consistently had greater than or equal to 20 percent of the population living in poverty as measured by the 1990 and 2000 decennial census and the most recent annual Small Area Income Poverty Estimates as estimated by the Bureau of the census.
- Any census tract with a poverty rate of at least 20 percent as measured by the 2014–2018 five-year data series available from the American Community Survey of the Bureau of the Census.
- Any territory or possession of the United States.

Distribution Integrity Management Plan (DIMP) - A documented and implemented risk-based plan that enables gas distribution pipeline operators to identify threats, evaluate risks, and implement measures to ensure the safe and reliable operation of their distribution system. The DIMP is required by PHMSA for operators of natural gas distribution pipelines.

Gas Distribution Annual Report (GDAR) – A mandatory report submitted annually to PHMSA by operators of natural gas distribution systems. The report captures detailed information about an operator’s natural gas distribution system including mileage, material types, incident data, leak repairs etc. for the preceding calendar year.

Governmentwide Debarment and Suspension (Non-procurement) – Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. In this context, PHMSA asks recipients to review the “list of parties excluded from Federal procurement or non-procurement programs” located on the SAM website before entering a sub-award or procurement contract. No sub-award or procurement contract may be issued to an entity or person identified on the “list of parties excluded from Federal procurement or non-procurement programs.” 2 CFR Part 1200 - “Non-procurement Suspension and Debarment” is incorporated by reference into this notification.

³ The NGDISM grant program statute establishes award selection criteria, including the potential for a project to benefit disadvantaged rural and urban communities. Departmental mapping tools were used for the identification of these communities in previous NOFOs; those tools have been retired. The Area of Persistent Poverty (APP) framework will be used for the identification of these communities in this NOFO. Area of Persistent Poverty is defined in Section 6702(a)(1) of the Infrastructure Investment and Jobs Act (Public Law 117-58).

Pipe Prone to Leakage – Pipelines that are known to leak based on the material (including cast iron, unprotected steel, wrought iron, and historic plastics with known issues).

Pipeline – From 49 CFR § 192.3, pipeline means all parts of those physical facilities through which gas moves in transportation, including pipe, valves, and other appurtenance attached to pipe, compressor units, metering stations, regulator stations, delivery stations, holders, and fabricated assemblies.

Pipeline Distribution System – A network of pipelines and associated components used to deliver natural gas from high-pressure transmission lines to lower pressure users, such as homes and businesses.

Pre-Construction Authority Costs – Costs incurred after the effective date of the award announcement and before the start of construction activities. These costs require prior approval from PHMSA and typically include engineering design services and Tier 2 environmental assessment costs. Such costs should be included in the budget narrative.

PHMSA NGDISM PROJECT NARRATIVE 2024

City of Fairhope
20 June 2024



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1. COVER LETTER

Name and Title of NOFO

Notice of Funding Opportunity (NOFO) - Natural Gas Distribution Infrastructure Safety and Modernization Grant Program for Fiscal Year (FY) 2024 – NOFO 693JK324NF0013.

Organization/System Name

Organization:

City of Fairhope (“the city”)
161 North Section St.
Fairhope, AL 36532

System:

The City of Fairhope Natural Gas System has more than 11,000 customers in a service area that includes the city of Fairhope plus Spanish Fort, Daphne, Malbis, Belforest, Point Clear, Barnwell, and Stapleton. The department maintains more than 500 miles of steel, PE, and cast-iron mains, ranging from 3/4” to 8”.

Governance Structure:

Council members consisting of the following:

Corey Martin – Council President

Jimmy Conyers

Kevin Boone

Jay Robinson

Jack Burrell

Mayor Sherry Sullivan

System Experience and Capacity:

The city of Fairhope, AL is a municipal entity governed by a mayor and five-person city council. The mayor serves as the full-time city executive, while council members serve part-time. The city serves the community with approximately 460 employees providing natural gas, electric, water and sewer, public works, and recreation services.

If awarded this grant, the city employees will assist in the execution of this grant while managing day to day safety-related tasks. The city plans to engage industry-experience contracted project management, engineering, and inspection services to provide grant program oversight to ensure the grant program requirements are met.

Contact Information

Authorized Representative: Sherry Sullivan, Mayor
Phone: 251-990-0101
Email: sherry.sullivan@fairhopeal.gov

Project Director: Wes Boyett, Gas Superintendent
Phone: 251-928-8003
Email: wes.boyett@fairhopeal.gov

Address: 161 North Section Street
Fairhope, AL 36532

2. APPLICANT ELIGIBILITY AND STATEMENT OF AUTHORITY AND PIPELINE INFRASTRUCTURE SAFETY AND MODERNIZATION CAPABILITIES

The City of Fairhope owns its utility systems, including electric, natural gas, water and sewer. Wes Boyett, the city's Gas Superintendent, has 17 years of experience in the gas division while he has long-term staff with an average of over 30 years of service. The gas division has 20 employees serving 11,000+ natural gas customers with 20,000 total utility customers served in and around the city of Fairhope, in Baldwin County, Alabama. The field employees are trained in accordance with 49 CFR 192 and our Operator Qualification program to ensure all safety and operational requirements are met.

If awarded, our Gas Superintendent will provide oversight with help from industry-experienced contracted project management, engineering, environmental, procurement, and construction personnel to ensure that all grant requirements are met.

3. PROJECT SUMMARY

Summary

The city is requesting funding for the replacement of approximately 27.8 miles of various pipe sizes consisting of 3/4-inch up to 4-inch Cast Iron (CI) and cathodically unprotected Steel pipe with 2-inch and 4-inch PE plastic pipe, along with the associated 1,441 services consisting of approximately 27.8 miles.

Project 1 – Phase 3, 4, & 5

The replacement of approximately 6.9 miles of CI and 15.5 miles of unprotected steel gas main with a 2-inch and 4-inch polyethylene (PE) gas main, along with the replacement of approximately 680 service lines.

Project 2 – Phase 6

The replacement of approximately 5.4 miles of unprotected steel gas main with a 2-inch polyethylene (PE) gas main, along with the replacement of approximately 761 service lines.

Based on the Economic Policy Institute calculation standards for the utility industry, the total estimated cost of \$13,341,652 for both projects as described above indicates the following potential jobs:

Direct Jobs	Supplier Jobs	Induced Jobs	Total Indirect Jobs
13.4	60.1	78.8	138.8

Project Prioritization

Project 1 is priority due to its high-risk rating in the Board’s Distribution Integrity Management Program (DIMP), while Project 2 is of secondary importance.

Priority Number	Project Type (describe)	Project Name	Existing Pipe Material (if applicable)	Miles Replaced	Infrastructure Age (if applicable)	Estimated Reduction in Annual Methane Emissions	Estimated Number of Jobs (if applicable)	Total Project Cost (all costs must equal the federal funding requested in the SF-424)
1	Construction	Phase 3, 4, & 5	Cast-iron, Steel, and Galvanized	22.4	1950	19,826.5	87.0	\$8,361,201
2	Construction	Phase 6	Steel	5.4	1995	31,115.3	39	\$3,743,574
Total		SF-424 Federal Funding Requested						\$13,341,652

Project Location

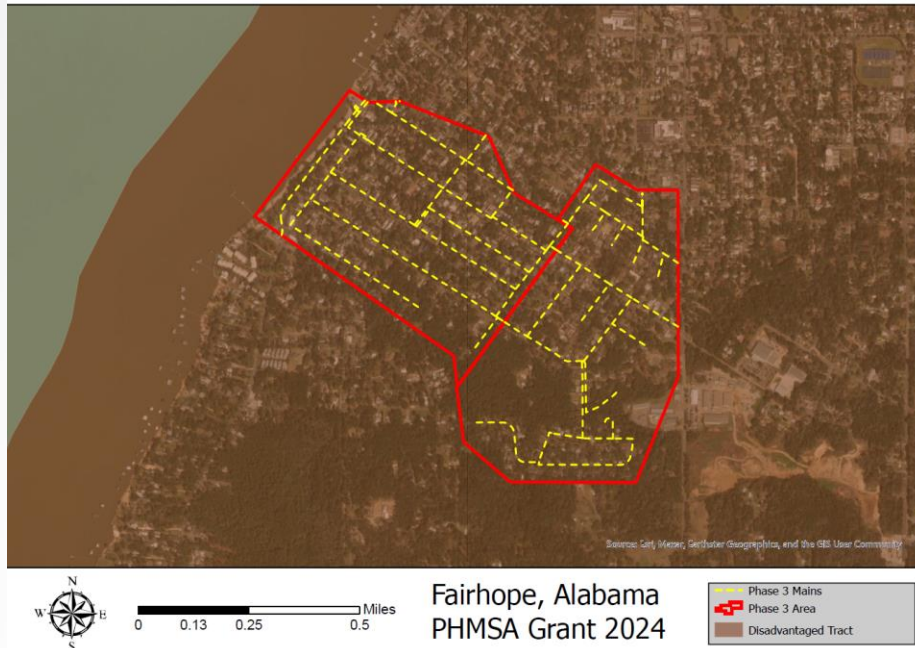
Project 1 – Phase 3, 4, & 5

This CI pipeline replacement project is in the city of Fairhope, County of Baldwin, Alabama. The replacement will utilize public right-of-way (ROW) for the length of the pipeline. The CI pipeline and cathodically unprotected steel will be replaced with 2-inch and 4-inch PE plastic pipe, along with 680 service lines totaling approximately 12.9 miles. Preliminary alignment and project area for the three phases is as follows:

- Phase 3 – Consists of replacing 6.3 miles of various pipe sizes consisting of 3/4-inch up to 4-inch CI and unprotected Steel pipe with 2-inch and 4-inch PE plastic pipe. The project area is shown in the image provided below.

Project 1 – Phase 3 Area Map

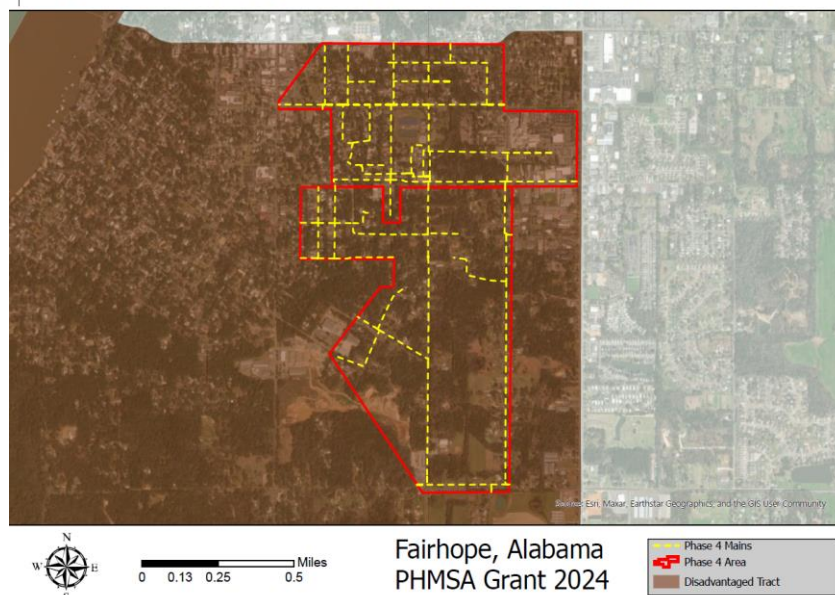
CEJST: Tract 01003011202 - Baldwin County, AL Phase 3



- Phase 4 – Consists of replacing 7.6 miles of various pipe sizes consisting of 3/4-inch up to 4-inch CI and unprotected steel pipe with 2-inch and 4-inch PE plastic pipe. The project area is shown in the image provided below.

Project 1 – Phase 4 Area Map

CEJST: Tract 01003011202 - Baldwin County, AL Phase 4



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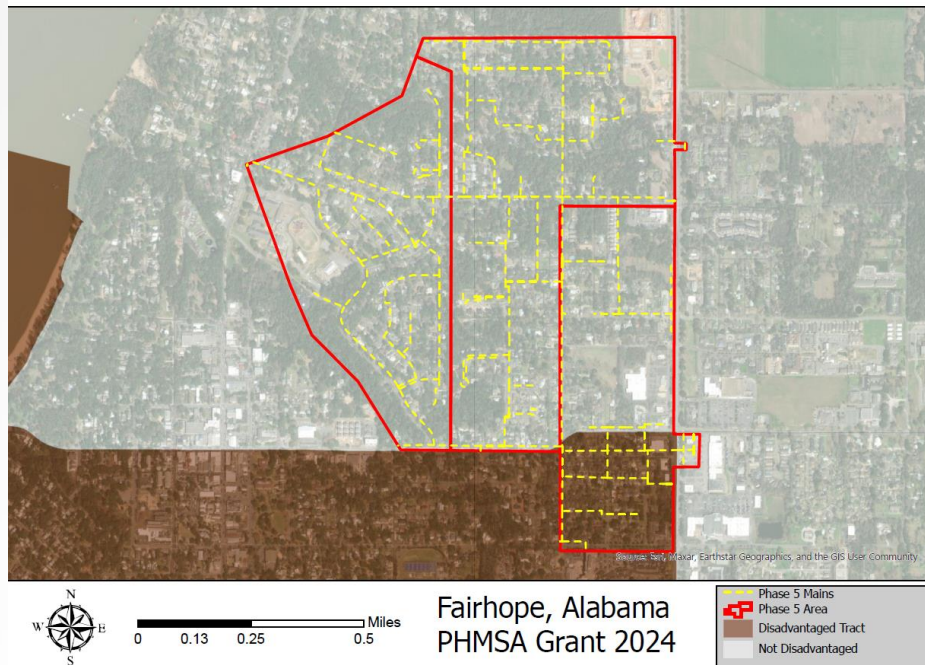


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- Phase 5 – Consists of replacing 8.5 miles of various pipe sizes consisting of 3/4-inch up to 2-inch CI and unprotected steel pipe with 2-inch and 4-inch PE plastic pipe. The project area is shown in the image provided below.

Project 1 – Phase 5 Area Map

CEJST: Tract 01003011202 - Baldwin County, AL Phase 5



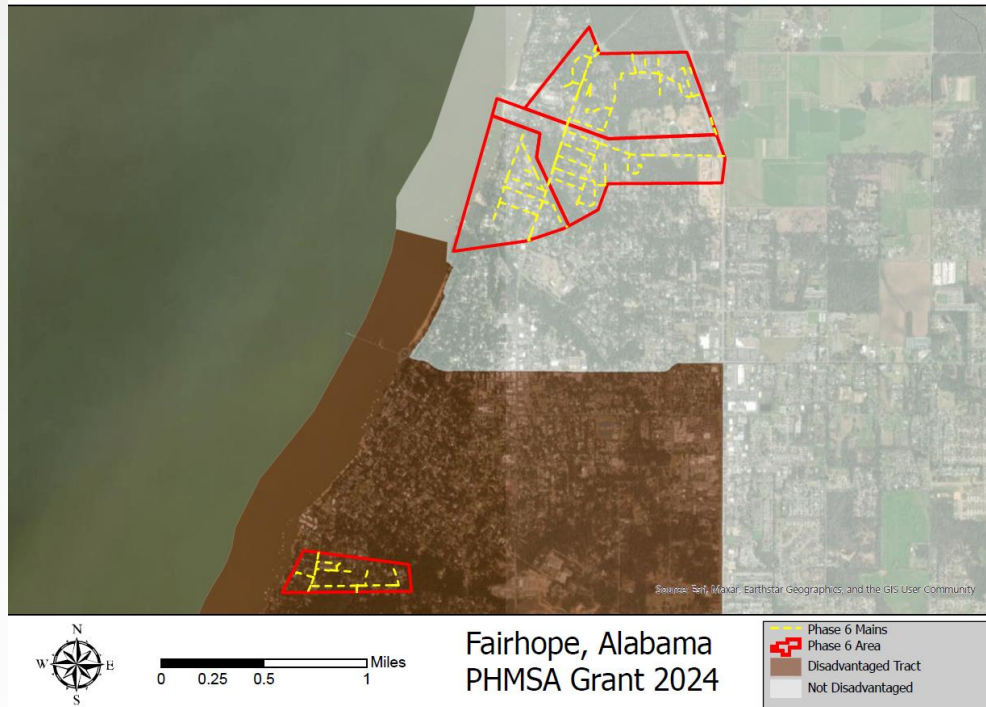
Project 2 – Phase 6

This steel pipeline replacement project is in the city of Fairhope, County of Baldwin, Alabama. The replacement will utilize public right-of-way (ROW) for the length of the pipeline. The unprotected steel pipeline will be replaced with a 2-inch PE plastic pipe, along with 761 service lines totaling approximately 14.4 miles.

- Phase 6 – Consists of replacing 5.4 miles of various pipe sizes consisting of 3/4-inch up to 2-inch CI and unprotected steel pipe with 2-inch and 4-inch PE plastic pipe. The project area is shown in the image provided below.

Project 2 – Phase 6 Area Map

CEJST: Tract 01003011202 - Baldwin County, AL Phase 6



The projects listed above are located entirely within a disadvantaged area as defined by the United States Council on Environmental Quality (USCEQ) Screening Tool and the United States Department of Transportation (USDOT) Equitable Transportation Community (ETC) Explorer. See USCEJ Screening Map and USDOT ETC Explorer Maps and data below:

Climate and Economic Justice

Climate and Economic Justice Screen Tool - Fairhope									
Tract Number	Climate Change	Energy	Health	Housing	Legacy Population	Transportation	Water and Wastewater	Workforce Development	Disadvantaged
1003011202	No	No	No	No	No	No	No	Yes	Yes

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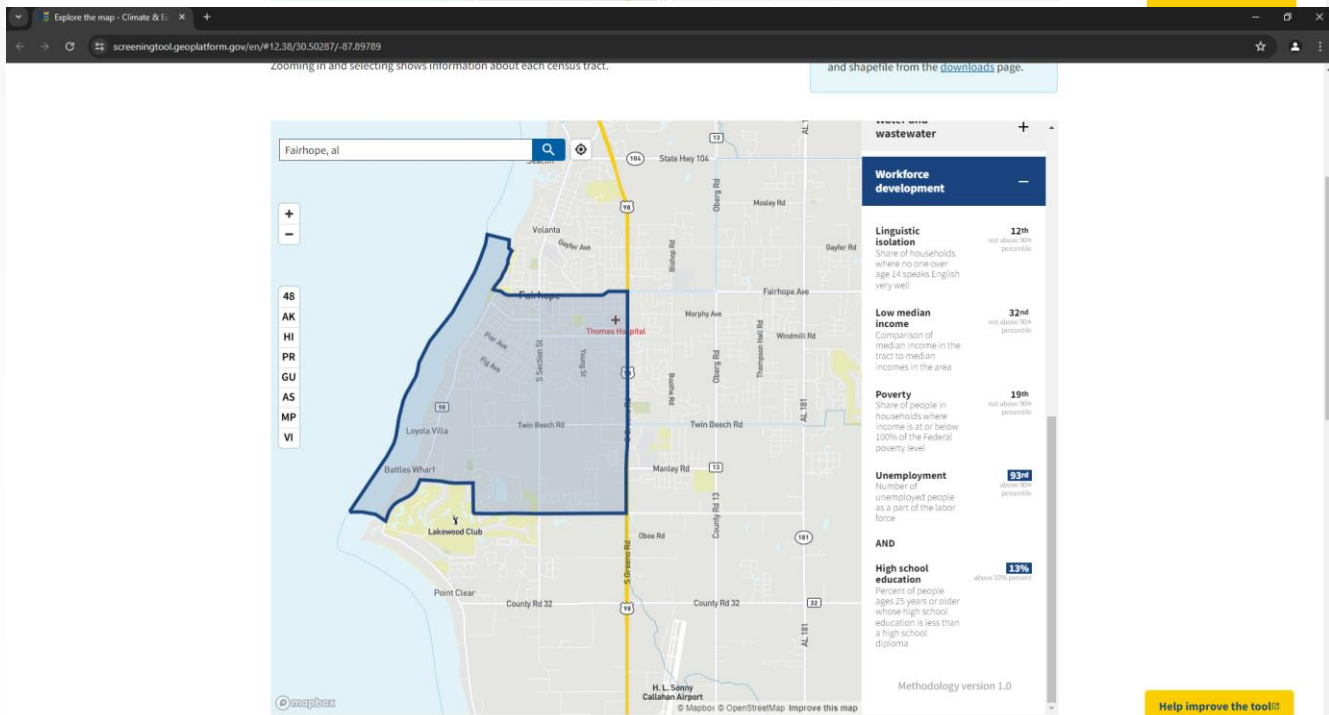
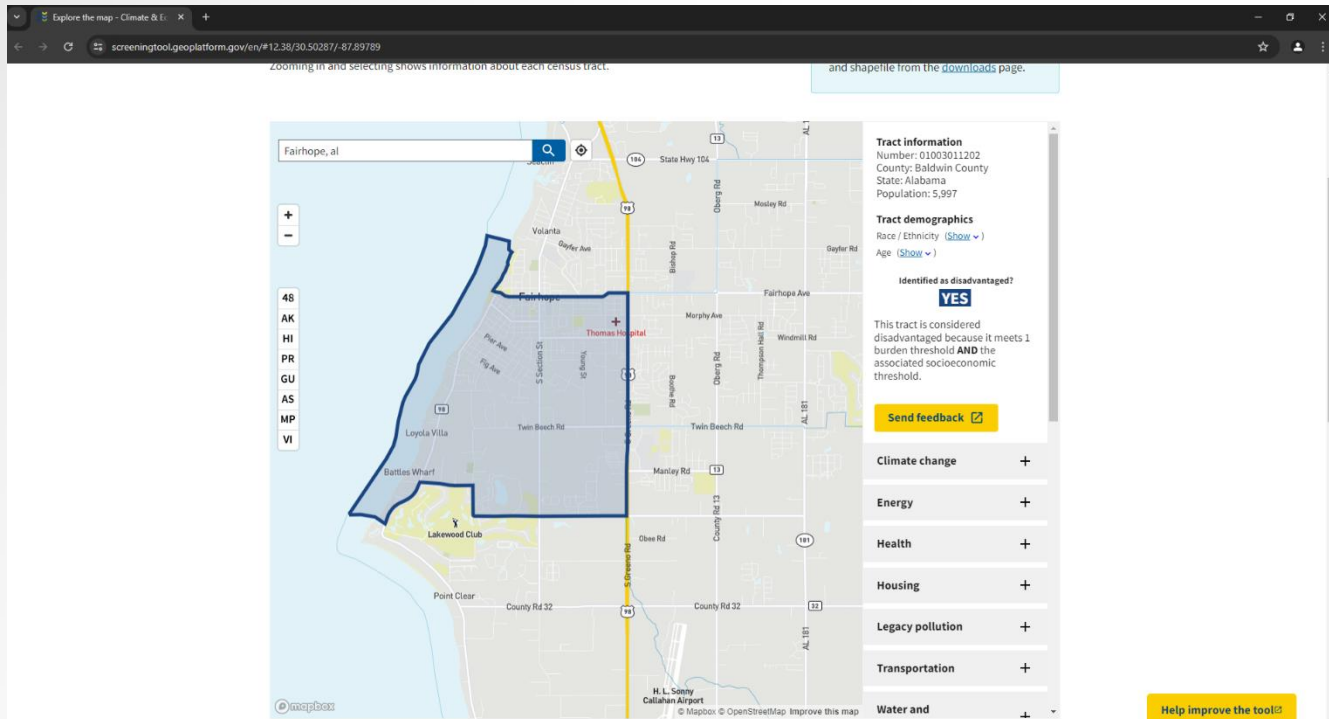
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Project Schedule

Project phases are to be completed concurrently. The first project encompasses phase 3, 4, & 5 and will have the following schedule:

- Phase 3 – 23 weeks
- Phase 4 – 29 weeks
- Phase 5 – 46 weeks

The second project consists of phase 6 and will have the following schedule:

- Phase 6 – 63 weeks

City of Fairhope - Phase 3 - CI and Steel Replacement Schedule															
Event	Week														
	1	2	3	4	5	6	7	8	9	10	11	12	13 - 21	22	23
Environmental Tier 2 Questionnaire	X														
Project Management	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Kickoff Meeting	X														
Horizontal Alignment	X	X													
Engineering		X	X	X	X	X									
Environmental Assessment		X	X												
HDD/JAB Design				X	X										
Permits (Highway and Railroad)				X	X	X									
Environmental Permitting				X	X	X	X								
Procurement						X	X	X	X	X					
Final Plans/Review/Adjustments						X	X								
Pre-Bid Meeting								X							
Bid Packages/Bid Review									X	X	X				
Pre-Construction Meeting												X			
Construction and inspection													X		
Final Clean-up & Demobilize														X	X

City of Fairhope - Phase 4 - CI and Steel Replacement Schedule																
Event	Week															
	1	2	3	4	5	6	7	8	9	10	11	12	13 - 27	28	29	
Environmental Tier 2 Questionnaire	X															
Project Management	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Kickoff Meeting	X															
Horizontal Alignment	X	X														
Engineering		X	X	X	X	X										
Environmental Assessment		X	X													
HDD/JAB Design				X	X											
Permits (Highway and Railroad)				X	X	X										
Environmental Permitting				X	X	X	X									
Procurement						X	X	X	X	X						
Final Plans/Review/Adjustments						X	X									
Pre-Bid Meeting								X								
Bid Packages/Bid Review									X	X	X					
Pre-Construction Meeting												X				
Construction and inspection													X			
Final Clean-up & Demobilize														X	X	

City of Fairhope - Phase 5 - CI and Steel Replacement Schedule																
Event	Week															
	1	2	3	4	5	6	7	8	9	10	11	12	13 - 44	45	46	
Environmental Tier 2 Questionnaire	X															
Project Management	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Kickoff Meeting	X															
Horizontal Alignment	X	X														
Engineering		X	X	X	X	X										
Environmental Assessment		X	X													
HDD/JAB Design				X	X											
Permits (Highway and Railroad)				X	X	X										
Environmental Permitting				X	X	X	X									
Procurement						X	X	X	X	X						
Final Plans/Review/Adjustments						X	X									
Pre-Bid Meeting								X								
Bid Packages/Bid Review									X	X	X					
Pre-Construction Meeting												X				
Construction and inspection													X			

Final Clean-up & Demobilize																		X	X
-----------------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	---	---

City of Fairhope - Phase 6 - CI and Steel Replacement Schedule																	
Event	Week																
	1	2	3	4	5	6	7	8	9	10	11	12	13 - 61	62	63		
Environmental Tier 2 Questionnaire	X																
Project Management	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Kickoff Meeting	X																
Horizontal Alignment	X	X															
Engineering		X	X	X	X	X											
Environmental Assessment		X	X														
HDD/JAB Design				X	X												
Permits (Highway and Railroad)				X	X	X											
Environmental Permitting				X	X	X	X										
Procurement						X	X	X	X	X							
Final Plans/Review/Adjustments						X	X										
Pre-Bid Meeting								X									
Bid Packages/Bid Review									X	X	X						
Pre-Construction Meeting												X					
Construction and inspection													X				
Final Clean-up & Demobilize															X	X	

Project Eligibility

This project is eligible for funding under the NOFO as the pipeline facilities are identified in the City's DIMP as high-risk deteriorating CI pipe with confirmed corrosion leaks. The phase 3, 4, and 5 portions of the project will replace the CI pipelines and associated service lines, along with the replacement of the phase 6 steel pipeline and its associated services. By investing in this project, the City of Fairhope is taking proactive steps to enhance the safety and security of our residents. These projects will benefit the local community by creating good paying construction jobs, construction support jobs, produce hundreds of thousands of dollars in construction contractors' per diem spent locally (\$351,624 (included in labor calculations)), and mitigate the future release of methane.

Project Funding

A full funding request of \$13,341,652 would provide full replacement of high-risk deteriorating CI piping and aging unprotected steel pipeline. This grant will allow the city to replace hazardous CI distribution piping and reduce the risk to public safety.

The Board and the Alabama Public Service Commission have identified the remaining CI in the City’s system needs to be replaced as soon as feasibly possible. With this grant, replacement will be made possible and will improve public safety, operational safety, and reduce future methane emissions.

Professional Services	
Project Management	\$ 416,110
Engineering	\$ 745,676
Environmental & Tier 2 Assessment	\$ 98,200
Inspection	\$ 2,263,776
Materials	
Pipe and Fittings	\$ 916,275
Construction Services	
Construction Labor	\$ 7,664,737
Cross Compression	\$ 24,000
Subtotal	\$ 12,128,774
10% Contingency	\$ 1,212,877
Total Requested	\$ 13,341,652

4. DETAILED PROJECT DESCRIPTION

LOCATION:

This pipeline replacement project is located within the city of Fairhope, County of Baldwin, Alabama.

SCOPE:

The selected phases of this project included in the grant request will replace 27.8 miles of leak prone cast iron and cathodically unprotected steel gas main within city right-of-way along with 1,441 aging gas service lines. These mains are within older neighborhoods with legacy infrastructure much of which needs refurbishment. The pipeline facilities are identified in the City’s DIMP as high-risk deteriorating CI pipe with confirmed corrosion leaks. Corrosion is listed as the #1 threat to the Fairhope gas system. The city of Fairhope monitors their leaks by contracting with a leak survey company. The 2022 leak survey covered approximately 423.22 miles of main, 13,345 meters, 41 regulator stations and 703 farm taps. There were indications of 12 underground leaks and 172 confirmed above ground leaks detected during this survey. The above ground leaks were detected at various meter loops in the system. There were five leaks linked to corrosion failure with two of those being hazardous leaks according to the city’s 2023 PHMSA annual report. In 2022 there were nine leaks noted due to corrosion failure with four of those being hazardous leaks as reported in the 2022 PHMSA Annual Report. In the 2021 PHMSA Annual Report, there were 15 leaks linked to corrosion failure with one being a hazardous leak.

Phases 1 and 2 of the project are either nearly ready for construction or are mostly or fully complete. Like the proposed upcoming phases, they are replacing cast iron and cathodically unprotected steel gas mains and service lines. Phases 3, 4, and 5 of the project will be replacing 22.4 miles of cast iron and

cathodically unprotected steel pipelines and approximately 680 associated service lines. Phase 6 will be replacing 5.4 miles of cathodically unprotected steel pipelines and approximately 761 associated service lines.

Since this work will be within fully developed residential areas, all these mains and service lines will be installed using trenchless technologies such as horizontal directional drilling. By investing in this project, the City of Fairhope is taking proactive steps to enhance the safety and security of our residents.

Gas mains within the area of the replacement have been resized to optimize gas flow through the district regulator stations and to meet the existing demand for gas in the area. Gas main sizes have been standardized to 2" and 4". Overall, the miles of gas mains of 3" and larger has decreased, and the miles of mains 2" and smaller has increased. Oddly sized mains of 3/4", 1-1/4", 1-1/2", 2-1/4", and 3" will be replaced with 2" and 4" as appropriate. While there will be instances where a gas main will increase in size, this approach will save money by simplifying purchasing and reducing the range of fittings in inventory both during construction and for all future maintenance.

PRIORITIZATION:

The first project encompasses phases 3, 4, & 5, which will replace the remaining cast-iron pipe and associated service lines in the City of Fairhope's natural gas system. The replacement of these cast iron mains is mandated by the Alabama Public Service Commission. These are the highest risk facilities in the city's gas system. These phases also include cathodically unprotected steel pipelines and associated service lines which pose a secondary risk, relative to cast iron.

The second project encompasses phase 6 which will replace most of the city's remaining cathodically unprotected steel pipe and associated service lines.

5. PROJECTED OUTPUTS AND OBJECTIVES

The CI replacement project defined above and included in this grant application is identified in the City's DIMP as high-risk deteriorating pipe, prone to leaking through corrosion, earth movement, and third-party damage. The project goals and objectives are to replace the City's remaining CI piping to improve overall public safety and operational reliability, thereby reducing maintenance costs and negative effects on rates to the community, along with reducing future methane emission due to leakage. Overall, the replacement of aging gas mains and service lines will have numerous benefits for the community, including enhanced safety, reduced greenhouse gas emissions, job creation, and improved reliability of the gas distribution system. The project will contribute to the long-term sustainability and vitality of the community, ensuring a safe and reliable source of natural gas for residents and businesses.

These projects will benefit the local community by creating good paying construction jobs, construction support jobs, and produce hundreds of thousands of dollars in construction contractors per diem (an estimated \$351,624 based on GSA rate and scheduled performance period) spent locally.

The above estimate accounts for lodging, food, and beverage for a minimum of 28 construction personnel and two inspectors in the project area for approximately 161 weeks to complete this project contributing to the economy of the city.

Criteria 1: Quantity of Pipeline Affected

Cast Iron deterioration and corrosion are listed as our main risk in our DIMP. Approximately 27.8 miles of various pipe sizes consisting of 3/4-inch up to 4-inch Cast Iron (CI) and cathodically unprotected Steel pipe to be replaced with 2-inch and 4-inch PE plastic pipe, along with 1,441 services. Successful completion of this project will help reduce the risks associated with old materials by replacing them with safer polyethylene materials. New materials will also reduce methane emissions.

Criteria 2: Cost of Equipment

The city does not intend to have any equipment purchases with the grant funds, if awarded.

Criteria 3: Workforce Development, Job Quality, and Wealth Creation:

It is the desire of the city that jobs created through this funded project pay above-average labor rates as compared to similar jobs within the area/locale. Based on the Economic Policy Institute, calculation standards for the utility industry the potential job creation is as follows: 13.4 direct jobs, 60.1 supplier jobs, and 78.8 induced jobs, for a total of 138.8 indirect jobs created by these projects. The City will provide Diverse Suppliers, to include subcontractors, vendors, and suppliers, with an equal opportunity to participate in the procurement process. Diverse Suppliers, in accordance with SBA guidelines, include qualifying small businesses with subtypes such as veteran-owned, disadvantaged business, etc. The city believes that promoting diversity is a strength. To this end, we will actively and routinely source qualified Diverse Suppliers that can provide competitively priced, high-quality products and services to meet the needs of our project.

The City will include labor union or trade union for construction services in the bid process. Due to the nature of union labor work, workers typically receive higher pay and better benefits. These benefits of union labor or trade labor usually allow for more disposable income and a positive work/life balance, thereby contributing to the health of local economies through increased local business patronage.

Contract Employees Economic Impact to Community has been estimated to be \$351,624.00 for two construction inspectors and 28 construction personnel. Per diem is based on the current GSA rate for six days per week. Additional cost for travel and per diem per inspector, project manager or construction crew, will be based on the same GSA published rates.

Criteria 4: Potential for Benefiting Disadvantaged Communities

Replacement of the high-risk leaking and leak prone pipelines will improve public safety, prevent continued increasing leaks, and reduce methane emission of leaking pipelines. The project goals include reducing negative impacts of climate change and pollution on this ageing community.

Criteria 5: Economic Impact

The project will help stimulate economic growth by creating jobs, increasing access to reliable natural gas service, and potentially attracting new businesses to the area.

Criteria 6: Climate Change and Sustainability:

The City's goals and objectives include that all project outcomes will protect our environment and reduce climate impacts by remediating aged and failing pipelines and services prone to leakage. The city proposes to utilize a cross-compression process to reduce methane emissions by capturing the natural gas/methane during the retirement of the old pipelines where possible. This will potentially eliminate releasing approximately 5,700 SCF of methane. The example below demonstrates the potential benefits of this process.

Depressurize a 11,500 feet section of 6-inch CI pipeline at an operating pressure of 25 PSIG and recycle into a pressurized segment at 35 PSIG. Ending cross-compression at 0 PSIG:

- Cross compression time of approximately 45 minutes
- Total accumulated methane saved: 5,700 SCF.
- Emissions Factor: 99.9% methane evacuated and recycled.
- Emissions Factor: Less Diesel Consumption = Net pounds of CO₂e saved, or 98.7% overall emissions net savings

6. PROJECT IMPLEMENTATION AND MANAGEMENT

It will be the responsibility of the city, engineer, project manager, and inspector to ensure all engineering and construction standards are followed. This includes but is not limited to: O&M Manuals, Construction Standard Manuals, current DIMP, and Engineering IFC Drawings provided. All documents are strictly adherent to Title 49 CFR 192. It is anticipated that adherence to the standards outlined by these documents will ensure a successful outcome upon project completion. Weekly Reports will be created to include current data of safety, scope, schedule, and budget.

The city maintains a DIMP using the APGA SHRIMP, along with the annual DOT reports, annual leak surveys, work orders, and inventory to comply with Title 49 CFR 192 safety standards. A successful construction bidder (Contractor) will be required to provide references of like work, OQ qualifications, PE Fusion certifications, and welding certifications prior to work commencing. These will be reviewed for accuracy and ensure the required qualifications are held. The contractor will be furnished a copy of the City's O&M procedures that will cover installation of pipe, fusion procedures, welding procedures, visual inspection procedures, etc. to ensure the project is installed in accordance with Title 49 CFR 192.

The city will have third-party inspectors onsite throughout the project monitoring the contractor and providing deliverables such as material test reports, pipe joining reports, daily construction reports including quantities, geospatially correct installation locations, etc. The City's inspector will conduct random site visits to ensure installation, inspection, traffic control, and other project controls are being conducted to our satisfaction.

7. STATEMENT CERTIFYING COMPLIANCE WITH EQUITY REQUIREMENT

It is the intention of the City to resolve ongoing issues with aging infrastructure while accomplishing other goals addressed in this program. Those goals include providing a clear and positive benefit to the

underserved and distressed communities in this area, as well as providing above-average wages for jobs and significant economic impacts due to increased local business patronage.

The city will comply with Executive Order (EO) 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government. Equity means the consistent and systematically fair, just, and impartial treatment of all individuals, including individuals who belong to underserved communities that have been denied such treatment, such as Black, Latino, and Indigenous persons, Asian Americans and Pacific Islanders; other persons of color; members of religious minorities; lesbian, gay, bisexual, transgender, and queer persons; persons with disabilities; persons who live in rural areas; and persons otherwise adversely affected by persistent poverty or inequality.

8. DOMESTIC PREFERENCE / BUY AMERICA

The city will make every effort to procure materials and manufactured products that are produced and/or manufactured in the United States for these projects. If American-made materials and manufactured products cannot be procured (due to availability issues, shipping issues, quality issues, etc.), the Board will request an exception or waiver of the Buy America provisions.



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-782

FROM:	Wes Boyett, Gas Superintendent
SUBJECT:	The Superintendent of Gas Department, Wes Boyett, and the Assistant Superintendent of Gas Department, Taylor Wesson, are requesting to procure inventory gas meters for residential and commercial properties.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the procurement of inventory for Residential and Commercial Gas Meters for the Gas Department to be purchased from Ed Young Sales Company, Inc. as Sole Source Distributor; exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total amount not-to-exceed \$80,963.04 plus freight.

BACKGROUND INFORMATION:

The Superintendent for the Gas Department, Wes Boyett, and the Assistance Superintendent of Gas Department, Taylor Wesson, are requesting procurement of inventory residential and commercial gas meters for the Gas Department. These gas meters will be purchased from Ed Young Sales Company, Inc. Attached is the quoted pricing from Ed Young Sales Company, Inc. reflecting the price of gas meters on March 17, 2026.

The procurement will include:

- AL425 10WP 30LT 2#: MODEL AL425 METER; Qty: 48; \$466.10 each plus Tariff up charge of \$11.19 each
- CONN 30LT GMI BSI: CONNECTION SET, 30LT, GMI, BOTH SIDES INSULATED; Qty: 48; \$75.31 each
- AC630TC 25WP 30LT 2#: MODEL AC630 METER; Qty: 48; \$1,034.00 each plus Tariff up charge of \$24.82 each
- CONN 30LT GMI BSI: CONNECTION SET, 30LT, GMI, BOTH SIDES INSULATED; Qty: 48; \$75.31 each

The Gas Department is requesting to establish a not-to-exceed amount of Eighty Thousand Nine Hundred Sixty-Three Dollars and Four Cents (\$80,963.04) plus necessary freight to replenish the inventory.

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

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

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
002-59500	Gas - Utility System Improvements	\$80,963.04	\$80,963.04	\$0.00

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the procurement of inventory for Residential and Commercial Gas Meters for the Gas Department to be purchased from Ed Young Sales Company, Inc. as Sole Source Distributor; exempt from formal bid pursuant to Code of Alabama 1975, Section 41-16-51(b)(7). The total amount not-to-exceed \$80,963.04.

ADOPTED ON THIS 13TH DAY OF APRIL, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Quote

Ed Young Sales Company, Inc.
136 Patrick Road
Gastonia, NC, 28056
Phone: (704) 393-1474
Web: www.eysco.com

Order No.: QT000353
Order Date: 3/17/2026
Delivery Date:
Expiration Date: 4/16/2026
Customer ID: C00026
Currency: USD

BILL TO:

CITY OF FAIRHOPE
PO BOX 429
FAIRHOPE AL 36533
United States of America

SHIP TO:

CITY OF FAIRHOPE
555 S SECTION STREET
FAIRHOPE AL 36532-1609
United States of America

CUSTOMER P.O. NO.**TERMS****CONTACT**

Net 30 Days

Jaye Soss

FOB POINT**SHIPPING TERMS****SHIP VIA**

ORIGIN

PREPAID & INVOICE

TO BE DETERMINED

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
1	AL425 10WP 30LT 2#: MODEL AL425 METER (SEE SPECIFICATIONS) NOTE: Configured Model Nbr: AL425-N-B-A-AAA-B-AQ-B-GCAACNACAA-A-D-N-AAA-AIA-A-C-AAAA-A-A Curb: No (Standard) Operating Pressure: 10 Regular Drive: 2 Ft. Remote Reader: No Remote Reader Top: 1 1/4 In. - 30LT Index: 2FT, 4CIR, PC (2+14.4)/14.73 Index Cover: Vented Proof (Target): 100.5 Cold Box Test: 0% Open Flow Rate: 425 (Standard) Check Flow Rate: 85 Slow Fire: 0% Measurement Canada Certificatn No (Standard) Special Calibration: Spread .06 (Standard) Proof Tolerance: .21 (Standard) Max Differential 1: 0.22 Max Differential 2: 0.18 (Standard) Proof Reading as % of: % of Proof (Standard) Proof Data: Proof Sheets Only Customer Badge: No Customer Badge 1: No Sealing Method Drawing: STD. Sec. Seal AL425 10# Packing: Single Carton Quantity per Pallet: 48 Pallet ID: No (Standard) Pallet: G009 2 x 4 (Blue) Wrap: Stretch Wrap (Standard) Packaging Sequence: Ascending (Standard) Customer Material Number: NONE	48.00	EA	466.10	22,372.80
2	TARIFF: TARIFF AL425	48.00	EA	11.19	537.12

Continued...

Page: 1 of 4



Quote

Ed Young Sales Company, Inc.
136 Patrick Road
Gastonia, NC, 28056
Phone: (704) 393-1474
Web: www.eysco.com

Order No.: QT000353
Order Date: 3/17/2026
Delivery Date:
Expiration Date: 4/16/2026
Customer ID: C00026
Currency: USD

BILL TO:

CITY OF FAIRHOPE
PO BOX 429
FAIRHOPE AL 36533
United States of America

SHIP TO:

CITY OF FAIRHOPE
555 S SECTION STREET
FAIRHOPE AL 36532-1609
United States of America

CUSTOMER P.O. NO.**TERMS****CONTACT**

Net 30 Days

Jaye Soss

FOB POINT**SHIPPING TERMS****SHIP VIA**

ORIGIN

PREPAID & INVOICE

TO BE DETERMINED

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
3	CONN 30LT GMI BSI: CONNECTION SET, 30LT, GMI, BOTH SIDES INSULATED NOTE: Configured Model Nbr: CONNECTION-C-C-GMI-B-BA-G-F Model: AL425 Top: 1 1/4 In - 30 LT Connection set type: Galvanized (GMI) Insulation Type: Both Insulated Swivel Part No.: SWIVEL; 30LT STRAIGHT (1-1/4inch GMI INSUL) Washer Part No.: WASHER; SWIVEL - 30 LT; BUNA-N Cap Part No.: CAP; 1-1/4inch-30LT; GMI	48.00	EA	75.31	3,614.88
4	AC630TC 25WP 30LT 2#: MODEL AC630 METER (SEE SPECIFICATIONS)	48.00	EA	1,034.00	49,632.00

Continued...

Page: 2 of 4



Quote

Ed Young Sales Company, Inc.
136 Patrick Road
Gastonia, NC, 28056
Phone: (704) 393-1474
Web: www.eysco.com

Order No.: QT000353
Order Date: 3/17/2026
Delivery Date:
Expiration Date: 4/16/2026
Customer ID: C00026
Currency: USD

BILL TO:

CITY OF FAIRHOPE
PO BOX 429
FAIRHOPE AL 36533
United States of America

SHIP TO:

CITY OF FAIRHOPE
555 S SECTION STREET
FAIRHOPE AL 36532-1609
United States of America

CUSTOMER P.O. NO.**TERMS****CONTACT**

Net 30 Days

Jaye Soss

FOB POINT**SHIPPING TERMS****SHIP VIA**

ORIGIN

PREPAID & INVOICE

TO BE DETERMINED

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
	NOTE: Configured Model Nbr: AC630-N-A-A-AAA-B-AQ-B-GCBCCNACDA-A-D-N-AAA-AKA-A-C-AAAA-A-A Curb: No (Standard) Operating Pressure: 25 Regular Drive: 2 Ft. Remote Reader: No Remote Reader Top: 1 1/4 In. - 30LT Index: 2FT, 4CIR, PC (2+14.4)/14.73 Index Cover: Vented Proof (Target): 100.5 Cold Box Test: 0% Open Flow Rate: 630 (Standard) Check Flow Rate: 125 Slow Fire: 0% Measurement Canada Certificatn No (Standard) Special Calibration: Spread .06 (Standard) Proof Tolerance: .21 (Standard) Max Differential 1: 0.33 Max Differential 2: 0.18 (Standard) Proof Reading as % of: % of Proof (Standard) Proof Data: Proof Sheets Only Customer Badge: No Customer Badge 1: No Sealing Method Drawing: STD. Sec. Seal AL425/AC630 25# Packing: Single Carton Quantity per Pallet: 48 Pallet ID: No (Standard) Pallet: G009 2 x 4 (Blue) Wrap: Stretch Wrap (Standard) Packaging Sequence: Ascending (Standard) Customer Material Number: NONE				
5	TARIFF: TARIFF AC630	48.00	EA	24.82	1,191.36
6	CONN 30LT GMI BSI: CONNECTION SET, 30LT, GMI, BOTH SIDES INSULATED	48.00	EA	75.31	3,614.88

Continued...

Page: 3 of 4



Quote

Ed Young Sales Company, Inc.
136 Patrick Road
Gastonia, NC, 28056
Phone: (704) 393-1474
Web: www.eysco.com

Order No.: QT000353
Order Date: 3/17/2026
Delivery Date:
Expiration Date: 4/16/2026
Customer ID: C00026
Currency: USD

BILL TO:	SHIP TO:
CITY OF FAIRHOPE PO BOX 429 FAIRHOPE AL 36533 United States of America	CITY OF FAIRHOPE 555 S SECTION STREET FAIRHOPE AL 36532-1609 United States of America

CUSTOMER P.O. NO.	TERMS	CONTACT
	Net 30 Days	Jaye Soss
FOB POINT	SHIPPING TERMS	SHIP VIA
ORIGIN	PREPAID & INVOICE	TO BE DETERMINED

NO.	ITEM	QTY.	UOM	PRICE	EXTENDED PRICE
	NOTE: Configured Model Nbr: CONNECTION-C-C-GMI-B-BA-G-F Model: AL425 Top: 1 1/4 In - 30 LT Connection set type: Galvanized (GMI) Insulation Type: Both Insulated Swivel Part No.: SWIVEL; 30LT STRAIGHT (1-1/4inch GMI INSUL) Washer Part No.: WASHER; SWIVEL - 30 LT; BUNA-N Cap Part No.: CAP; 1-1/4inch-30LT; GMI				

NOTE: CURRENT ESTIMATED DELIVERY: 8-10 WEEKS ARO

Total Weight (LB):	0	Sales Total:	80,963.04
Total Volume (LB):	0	Freight & Misc.:	0.00
		Tax Total:	0.00
		Total (USD):	80,963.04

NOTE: FREIGHT NOT INCLUDED AND TO BE INVOICED AT
THE TIME OF SHIPMENT



Honeywell International Inc.
2101 City West Blvd., Houston, TX 77042

To: Whom It May Concern

Date: February 20, 2026
Ref: Ed Young Sales Co Inc.
Subject: Honeywell SME Authorized Distributor

Dear Sirs:

Honeywell International Inc., a Delaware corporation, through its Honeywell Smart Energy business unit. confirms that, as of the date of this letter, Ed Young Sales Co, Inc., with offices located in 10129 Mount Holly Rd, Charlotte, North Carolina 28214-9347, United States is an authorized Distributor of Honeywell in the South Carolina, North Carolina, Virginia, West Virginia, Tennessee, and Alabama for SME for the following products:

Smart Energy:	AC250NXS Meter, NXU Meter(s), NXCM Gas Modules, Mobile field reading devices, handhelds, and accessories, Parts and Equipment (meter covers, external antennas, installation kits, etc.), Other products, as developed, Gas Metering / Regulators, Ancillary Equipment, Gas Modules, Entire line of Gas Metering products.
Connected Solutions products: shall include the resale of software, software upgrades, and maint. fees.	Connexo Net Sense, Connexo Insight, Connexo Field Sense
Data Plan	Authorized Use of M2M Lines: All M2M Lines purchased by Customer under this Project Attachment shall (i) be Embedded in a Customer Product or Customer Service, (ii) be used by Customer to provide wireless connectivity solely for the following Customer Product or Customer Service, [data plan], provided directly by Customer to its End Users (the "Authorized Use).

This letter is valid till February 28, 2027 unless Honeywell terminates the agreement with Ed Young Sales Co, Inc., earlier.
Should you have any questions, please contact Rick Mooney 503-432-5311.

Sincerely,

Scott Miller
Title: Business Director
E-mail:scott.miller2@honeywell.com



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Taylor Wesson

Date: 3/23/2026

Department: Gas

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.**

QUOTES

Vendor Name	Vendor Quote
1. <u>Ed Young Sales Company (EYSCO)</u>	\$ <u>80,963.04</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Gas Meters/ 2 sizes
2. What is the total cost of the item or service? 80,963.04
3. How many do you need? 48 – each size / 96 Total / 1 pallet each size
4. Item or Service Is: ☒ New ☐ Used ☐ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): . Ed Young Sales Company
6. Vendor Number: 20964

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? \$100,000
3. Budget code: 59500

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-792

FROM:	Richard Johnson, City Engineer
	John Thomas, Interim Public Works Director
SUBJECT:	City Engineer, Richard Johnson, is requesting the hiring of a professional engineering firm for RFQ PS26-023 professional engineering services for New Sidewalks along CR-13 from Sedgefield Dr. to Fox Hollow & Pecan Park to Nichols Ave.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the selection of Sawgrass Consulting, LLC. by Mayor Sullivan for RFQ PS26-023 Professional Engineering Services for the New Sidewalks along CR-13 from Sedgefield Dr. to Fox Hollow & Pecan Park to Nichols Ave., and authorize the Mayor to execute a contract for the not-to-exceed cost of \$25,000.00.

BACKGROUND INFORMATION:

The City Engineer, Richard Johnson, is requesting the hiring of a professional engineering firm for RFQ PS26-023 professional engineering services for New Sidewalks along CR-13 from Sedgefield Dr. to Fox Hollow & Pecan Park to Nichols Ave.

The work to be performed is for professional engineering services associated with the project, which will include the following:

- Topographic Survey of CR-13 Right of Way between Sedgefield Drive and Fox Hollow Phase 3
- Civil Design - Engineered plan set of the proposed sidewalk improvements with an itemized list of material quantities, as required by ALDOT, ready for ALDOT review/approval and advertisement of bids.

The Mayor and the City Engineer would like to establish a not-to-exceed amount for Professional Engineering Services of Twenty-Five Thousand Dollars (\$25,000.00).

BUDGET IMPACT/FUNDING SOURCE:

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

103-55850 Line 10	Capital - Sidewalk Projects	\$25,000.00	\$25,000.00	\$0.00
----------------------	--------------------------------	-------------	-------------	--------

Project No.: 2024PWI015 | Project Expense String: 2024PWI015-ENG

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council approves the selection by Mayor Sherry Sullivan for Professional Engineering Services for (RFQ PS26-023) for New Sidewalks along CR-13 from Sedgefield Dr. to Fox Hollow & Pecan Park to Nichols Ave. to Sawgrass Consulting, LLC; and hereby authorizes Mayor Sherry Sullivan to execute a Contract with Sawgrass Consulting, LLC with a not-to-exceed amount of \$25,000.00.

DULY ADOPTED THIS 13TH DAY OF APRIL, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



30673 Sgt E.I. "Boots" Thomas Dr.
Spanish Fort, AL 36527
P: 251-544-7900
www.sawgrassllc.com

March 25, 2026

Hon. Sherry Sullivan, Mayor
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

RE: County Road 13 Sidewalks – Sedgefield Drive to Fox Hollow Ph. 3

Mayor Sullivan,

Sawgrass Consulting LLC, (Sawgrass) has been asked to provide a proposal for professional services for the sidewalk improvements along County Road 13 between Sedgefield Drive and Fox Hollow Phase 3. Attached are the Scope of Services shown in Attachment A and the corresponding fees required to accomplish this project. In summary, the following costs for the project are as follows:

Survey	Lump Sum \$7,800.00
Civil Design	Lump Sum \$17,200.00
Construction Engineering & Inspection	15% of Construction Cost (Est. \$33,750.00)

We appreciate the opportunity to partner with the City on this Project and please do not hesitate to call if you have any questions or need to discuss this Proposal in more detail.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jaye Robertson', with a large, stylized flourish at the end.

Jaye Robertson, P.E.
Vice President/Project Manager

Approval _____
Date _____

Attachment A

Scope of Services

Survey

Lump Sum \$7,800.00

Sawgrass will provide a topographic survey of CR-13 ROW between Sedgefield Drive and Fox Hollow Phase 3.

Civil Design

Lump Sum \$17,200.00

Sawgrass will provide an engineered plan set of the proposed sidewalk improvements with an itemized list of material quantities, as required by ALDOT, ready for ALDOT review/approval and advertisement for bids.

Construction Engineering & Inspection

15% of Construction Cost (Est. \$33,750.00)

Sawgrass will perform part-time inspections of this project to verify conformance with project plans, specifications and quantify material use for the processing of monthly pay applications.

NOTES:

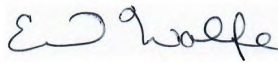
1. The client will be responsible for all application fees, permitting fees, and advertising fees.
2. Any significant changes to the civil design, requested by the owner/architect, are not considered part of these fees and a separate fee based upon estimated time to make the changes will be provided to the owner at that time.
3. This proposal DOES NOT include ADEM stormwater inspections for construction. A proposal for this work can be provided upon request.
4. The ADEM NOI fee is not included in the price for ADEM Permitting Scope of Services.
5. This proposal does not include Geotechnical Construction Materials Testing.



MEMO

Sherry Sullivan
Mayor

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: April 1, 2026

Re: **RFQ PS26-023 Professional Engineering Services – New Sidewalks along Cr-13 from Sedgefield Dr. to Fox Hollow & Pecan Park to Nichols Ave.**

Council Members:
Andrea Booth
Jack Burrell, ACO
Jimmy Conyers
Joshua Gammon
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The City Engineer, Richard Johnson, is requesting the hiring of a firm to perform professional engineering services for a New Sidewalk along CR-13 from Sedgefield Dr. to Fox Hollow & Pecan Park to Nichols Ave.

Per our Procedure for Procuring Professional Services, Richard Johnson and I are providing firms for the Mayor to select from for the work.

The proposed scope of work shall be for:

- Topographic survey of CR-13 right of way between Sedgefield Drive and Fox Hollow Phase 3.
- Civil Design to include an engineered plan set of the proposed sidewalk improvements as required by ALDOT.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

<u>Sherry Sullivan</u>	<u>Apr 1, 2026</u>	Sawgrass Consulting, LLC.
_____	_____	None. Submit another list

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

251-928-2136 (p)

Cc: file, Richard Johnson, Mayor Sherry Sullivan

Memo to choose - Prof Engineer - New Sidewalks along CR-13

Final Audit Report

2026-04-01

Created:	2026-04-01
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKKX6W5xmVzLsa6HdOyHFc9Kp7GM9FONB

"Memo to choose - Prof Engineer - New Sidewalks along CR-13" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-04-01 - 4:28:28 PM GMT
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-04-01 - 4:28:59 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-04-01 - 5:38:48 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-04-01 - 5:39:36 PM GMT - Time Source: server
-  Agreement completed.
2026-04-01 - 5:39:36 PM GMT



CITY OF FAIRHOPE PURCHASING DEPARTMENT PURCHASING REQUEST FORM

Name: Richard Johnson, PE - City Engineer, John Thomas, PW Dir
PW – Capital Projects – 2024-PWI 015 – New Sidewalk along CR13
Department: from Sedgefield Dr. to Fox Hollow & Pecan Park to Nichols Ave

Date: 03-25-2025

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.**

QUOTES

Vendor Name	Vendor Quote
1. Sawgrass Consulting, LLC; 30673 Sgt. E.I. "Boots" Thomas Drive Spanish Fort, Alabama 36527	\$ Approve Mayor's Selection for Professional Engineering & Survey Services – ESMPO
2. <u>Click or tap here to enter text.</u>	\$ <u></u>
3. <u>Click or tap here to enter text.</u>	\$ <u></u>

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Professional Engineering Services – Sidewalk Design
2. What is the total cost of the item or service? Fixed by Funding Agreement – NTE \$25,000.00
3. How many do you need? Sidewalk Design Services Contract - 2024-PWI 015 – New Sidewalk along CR13 Project
4. Item or Service Is: ☒ New ☐ Used ☐ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): Sawgrass Consulting, LLC
6. Vendor Number: 4246

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? \$275,000.00 (in the aggregate - \$25K PE - \$250K CE)
3. Budget code: 103-55850 Line 10 – 2024PWI015 CR13 Sidewalks \$25K for PE – 90% reimbursement from ESMPO

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



ALABAMA
DEPARTMENT OF TRANSPORTATION

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



Kay Ivey
GOVERNOR
January 14, 2026

John R. Cooper
TRANSPORTATION DIRECTOR

Mr. Richard Johnson, P.E., Public Works Director
Fairhope Public Works Department
555 South Section Street
P.O. Drawer 429
Fairhope, AL 36533

Re: **CRPES-0224()**
Sidewalk along CR-13
City of Fairhope
CPMS No. 100078292

Dear Mr. Johnson:

Reference is made to your letter dated January 6, 2026 in which permission was requested for your agency to utilize a consultant, selected from ALDOT's list of on-call consultants, to perform transportation support services on the above-referenced project.

Attached is a list of the consultants that currently have on-call transportation services contracts with ALDOT. The City may select a consultant from this list and enter into negotiations with that consultant to arrive at a fair and acceptable estimate of mandays and expenses and an allowable maximum fee. The terms of the agreement between the City and the consultant shall be the same as the terms in the on-call agreement between the Department and the consultant.

Upon completion of your negotiations with the selected firm, and prior to executing any agreement with the firm, the City must submit to this office, in writing, the name of the selected firm, the draft (unsigned) agreement, the negotiated mandays and allowable maximum fee, copies of the firm's Certification of Final Indirect Costs and Schedule of Direct Labor, Fringe Benefits and Indirect Cost prepared in accordance with 48 CFR part 31 Contract Cost Principles and Procedures for the consultant's most current fiscal year or a previous approval letter by ALDOT's Finance and Audits Bureau, dated within one year from the date of approval, for both the prime and any sub-consultants being utilized. Once this office has reviewed and approved the aforementioned items, a notice to proceed will be issued to you advising that the City may execute the agreement with the consultant and allow the firm to begin work on the project.

The attached list of consultants will be valid for six months from the date of this letter. If no consultant has been selected within six months all permission previously granted will be considered rescinded. The written request to select a consultant will have to be resubmitted and authorization granted again by this office.

Please advise us if you have any questions.

Sincerely,

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

By: Stephanie A. Dragotta
Stephanie A. Dragotta, P.E.
Local Transportation Engineer – Mobile

SAD

Attachment

c: Mr. Brad Lindsey, P.E. (Letter Only)
File

**ALABAMA DEPARTMENT OF TRANSPORTATION
PRE-QUALIFIED**

**CONSULTANTS WITH SERVICE TYPE(S): TRANSPORTATION SUPPORT SERVICES, TRANSPORTATION SUPPORT SERVICES
(CITY/COUNTY); WITH ACTIVE CONTRACTS;**

Porter-Higginbotham Engineering, Inc.
204 Temple Avenue South
Fayette AL 35555

205-344-1265

Praestare Engineering, Inc.
148 E Main Street
Dothan AL 36301

334-699-8703

Pugh Wright McAnally, Inc.
PO Box 2419
Decatur AL 35602

256-353-3937

Sain Associates, Inc.
Two Perimeter Park South
Suite 500 East
Birmingham AL 35243

205-940-6420

SARCOR, LLC
1116 20th Street South #322
Birmingham AL 35205

205-227-8733

Sawgrass Consulting, LLC
30673 Sgt E I Boots Thomas Dr
Spanish Fort AL 36527

251-544-7900

Sentell Engineering, Inc.
P.O. Box 1246
Tuscaloosa AL 35403

205-752-5564

Sidney May
600 20th Street N
Suite 407
Birmingham AL 35203

205-915-3937

Skipper Consulting, Inc.
3644 Vann Rd
Suite 100
Birmingham AL 35235-3214

205-655-8855

Smith Seckman Reid, Inc.
7027 Old Madison Pike NW
Suite 108
Huntsville AL 35806

615-283-1113

Stantec Consulting Services Inc.
1110 Montlimar Drive
Suite 902
Mobile AL 36609-1747

251-450-7600

STRADA Professional Services, LLC
P.O Box 55375
Birmingham AL 35255

205-307-6655

**PRELIMINARY ENGINEERING
AND
CONSTRUCTION
AGREEMENT
FOR A
FEDERAL AID
PROJECT**

**BETWEEN THE STATE OF ALABAMA
AND THE
CITY OF FAIRHOPE
Baldwin County**

**Project No. CRPES-0224()
CPMS Ref# 100078292 & 100078293**

PART ONE (1): INTRODUCTION

This Agreement is made and entered into by and between the State of Alabama (acting by and through the Alabama Department of Transportation), hereinafter referred to as the STATE; and the City of Fairhope, Alabama, hereinafter referred to as the CITY.

WHEREAS, the STATE and the CITY desire to cooperate in the sidewalk along CR-13 from Sedgefield Dr. to Fox Hollow Ph.3, and from Pecan Park to Nichols Ave. with pedestrian crossing at Nichols Ave.; Project# CRPES-0224(); CPMS Ref# 100078292 and 100078293.

NOW, THEREFORE, it is mutually agreed between the STATE and the CITY as follows:

PART TWO (2): FUNDING PROVISIONS

- A. **Project Funding:** Funding for this Agreement is subject to availability of Federal Aid funds at the time of authorization. The STATE will not be liable for Federal Aid Funds in any amount. The project will be limited to \$220,000.00 Federal Carbon Reduction Program (CRP) funds unless the Eastern Shores Area Metropolitan Planning Organization agrees, subject to the approval of the STATE, to reprogram the allocated Federal funds for the Eastern Shores Area Metropolitan Planning Organization sufficient to pay 80% of the project cost. Any overruns not covered by the MPO will be borne by the CITY. In the event of an underrun in project costs, the amount of Federal Aid funds will be the amount stated below, or 80% of the project costs, whichever is less.
- B. The estimated cost and participation by the various parties is as follows:

PRELIMINARY ENGINEERING

FUNDING SOURCE	ESTIMATED COSTS
CRP Funds (Eastern Shores Area Dedicated)	\$ 20,000.00
City Funds	\$ 5,000.00

TOTAL (Incl Indirect Cost)	\$ 25,000.00

CONSTRUCTION

FUNDING SOURCE	ESTIMATED COSTS
CRP Funds (Eastern Shores Area Dedicated)	\$ 200,000.00
City Funds	\$ 50,000.00

TOTAL (Incl CE&I & Indirect Cost)	\$ 250,000.00

It is further understood that this is a cost reimbursement program and no federal funds will be provided to the CITY prior to accomplishment of the work for which it is requested. Furthermore, no federal funds will be reimbursed for work performed prior to project authorization.

Any cost incurred by the CITY relating to this project which is determined to be ineligible for reimbursement by the FHWA or in excess of the limiting amounts previously stated will not be an eligible cost to the project and will be borne and paid by the CITY.

- C. **Time Limit:** This project will commence upon written authorization to proceed from the STATE directed to the CITY.

The approved allocation of funds for projects containing Industrial Access funds shall lapse if a contract has not been awarded for construction of the project within (12) months of the date of the funding approval by the Board and the approved allocation shall be returned to the IARB for re-allocation. A time extension may be approved by the IARB upon formal request by the applicant.

The approved allocation of funds for projects containing Federal Transportation Alternatives Set-Aside funds may lapse if a project has not been authorized by FHWA within (24) months of the date of the funding approval by the Governor and the approved allocation shall be returned to the STATE for re-allocation. A time extension may be approved by the STATE upon formal request by the applicant. Failure to meet other project milestones, as set forth in the TAP Guidelines, may result in an approved allocation being returned to the STATE.

PART THREE (3): PROJECT SERVICES

- A. The CITY will furnish all Right-of-Way for the project. Associated Right-of-Way acquisition costs will not be an eligible cost as part of this Agreement. The Right-of-Way acquisition phase is hereby defined as the appraisal fees, appraisal review fees and the cost of acquisition incurred.

All work accomplished under the provisions of this agreement will be accomplished on property owned by or which will be acquired by the CITY in accordance with applicable Federal and state laws, regulations, and procedures. Any exceptions to this requirement must be approved by the STATE in writing prior to incurring costs for which reimbursement is requested by the CITY. In cases where property is leased or easements obtained, the terms of the lease or easement will not be less than the expected life of the improvements.

Acquisition of real property by the CITY as a part of this project will conform to and be in accordance with the provisions of the Federal Uniform Relocation Assistance & Real Property Acquisition Policies Act (49 CFR 24, Subpart B), all federal environmental laws, and all other applicable state and federal laws.

Any property acquired shall be in the name of the CITY with any condemnation or other legal proceedings being performed by the CITY.

The CITY shall follow all Federal regulations related to the Management, Leasing, and Disposal of Right-of-Way, uneconomic remnants and excess Right-of-Way as found in



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-794

FROM:	Richard Johnson, City Engineer
	John Thomas, Interim Public Works Director
	Nicole Love, Grants Coordinator
SUBJECT:	The City Engineer, Richard Johnson, is requesting the hiring of a professional engineering firm for CE&I Services for the Construction of New Sidewalks along Parker Road.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve negotiated not-to-exceed amount of \$36,892.58 for RFQ PS26-020 Professional Construction Engineering & Inspection Services for the Construction of New Sidewalks along Parker Road, and allow the Mayor to execute a contract with Neel-Schaffer, Inc. ALDOT has provided a Notice-to-Proceed approving the selection of this Engineer.

BACKGROUND INFORMATION:

The City Engineer, Richard Johnson, is requesting the hiring of a professional engineer for RFQ PS26-020 Professional CE&I Services for the Construction of New Sidewalks along Parker Road.

The Mayor and The City Engineer would like to establish a not-to-exceed amount for Professional Construction Engineering & Inspection Services of Thirty-Six Thousand Eight Hundred Ninety-Two Dollars and Fifty-Eight Cents (\$36,892.58).

ALDOT has provided a Notice to Proceed approving the choice of CE&I services and the not-to-exceed amount.

Previous Council Action:

Resolution No. 5763-26, adopted by City Council on March 23, 2026, awarded bid for construction of sidewalk for the not-to-exceed amount of \$253,313.23.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
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103-55780 Line 10	Capital Projects - Parker Rd Sidewalk	\$86,686.77	\$36,892.58	\$49,794.19
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Project No.: 2023PWI013 | Project Expense String: 2023PWI013-ENG

\$340,000.00 Total Project Budget
 (\$253,313.23) Construction Bid award Res. No. 5763-
 26 (03/23/26)
(\$36,892.58) Engineering CE&I - Pending approval of
Agenda Item 2026-794
 \$49,794.19 Adjusted Available Budget to Date

Total Project Budget of \$340,000.00 to be partially funded by ALDOT/MPO Grant.

GRANT:

Eastern Shore MPO 80/20 Grant

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: Treasury to set up Project Expense String: 2023PWI013-ENG and make Project Ledger Budget transfer from CONS to ENG within the project to account for Engineering costs.

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council approves the selection by Mayor Sherry Sullivan for Professional Construction Engineering and Inspection (CE&I) Services (RFQ PS26-020) for the Construction of New Sidewalks along Parker Road to Neel-Schaffer, Inc; and hereby authorizes Mayor Sherry Sullivan to execute a Contract with a not-to-exceed amount of \$36,892.58.

DULY ADOPTED THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



NEEL-SCHAFER

March 17, 2026

City of Fairhope
555 S. Section Street
Fairhope, AL 36532

ATTN: Richard D. Johnson, PE

REFERENCE: Project No. CRPES-0223 (253)
Parker Road Sidewalks

This is a Letter Agreement for Neel-Schaffer, Inc. to the City of Fairhope to provide CEI services for the above-mentioned project.

Neel-Schaffer's services will include construction engineering and inspection, material sampling, and contract administration.

We propose providing these services with a cost-plus hourly rate in accordance with Exhibit B, not to exceed the amount \$36,892.58. The hourly rates as shown on Exhibit B shall be adjusted annually to reflect equitable changes in the compensation payable to Neel-Schaffer, Inc. We will bill you monthly based on the hours of work performed. Services proposed in this Letter Agreement shall be provided in accordance with Exhibit A, "General Terms and Conditions," which is attached to and made a part of this Letter Agreement

This Letter Agreement will also allow Neel-Schaffer, Inc. to provide other services to the City of Fairhope in accordance with Exhibit A and at the hourly rates shown in Exhibit B, Hourly Rates for Professional Services," which is attached to and made a part of this Letter Agreement. Prior to proceeding with future requests for services, we will write a letter to you referring to this Letter Agreement and specifying the scope of services and the estimated fee. Upon your acceptance, we will proceed with the services.

This Letter consists of two pages; Exhibit A consisting of 4 pages; Exhibit B consisting of one page represents the entire agreement between Neel-Schaffer, Inc. and the City of Fairhope. This Letter Agreement may only be modified or amended by a duly executed written document. If the terms and conditions of this Letter Agreement are acceptable, please execute the original and the copy and return the copy to us. Please call if you have any questions.

We appreciate the opportunity to provide these services to you and look forward to working with you.

landscape architects
environmental scientists
surveyors
planners
engineers

P: 251.471.2000 | F: 251.471.5997

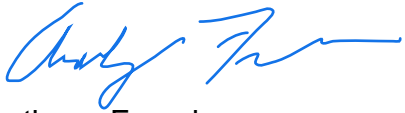
5 Dauphin Street, Suite 200
Mobile, AL 36602

www.neel-schaffer.com



Sincerely,

NEEL-SCHAFFER, INC.



Anthony Fresolone
Senior Project Manager

Attachments: Exhibit A, Exhibit B

ACCEPTED:

The City of Fairhope

BY: _____

Date: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

1. **Relationship between Consultant and Client.** Neel-Schaffer, Inc. ("Consultant") shall serve as the Client's professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. Consultant shall not be considered to be the agent or fiduciary of the Client.
2. **Responsibility of Consultant.** Consultant will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions (the "Standard of Care"). No other representation, warranty or guarantee, express or implied, is included or intended in this Agreement or in any report, opinion, document, or otherwise.
3. **Responsibility of the Client.** Client shall provide all information and criteria as to its requirements for the Project, including budgetary limitations. Consultant shall be entitled to rely upon the accuracy and completeness of any and all information provided by Client. If applicable to the scope of work, Client shall arrange for Consultant to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project. Client shall provide reasonable notice to Consultant whenever Client becomes aware of any development that affects the scope or timing of Consultant's services.

Client shall notify the Consultant of any deficiency in the Consultant's services of which the Client becomes aware, so that Consultant may take measures to minimize the consequences of such deficiency. Client's failure to notify the Consultant shall relieve the Consultant of any liability for costs to remedy the deficiency above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Construction Phase Services.** If Consultant's scope of services includes the observation and monitoring of work performed by Client's other contractors, Consultant shall provide personnel to observe and monitor the work in accordance with the Standard of Care in order to ascertain that it is being performed in general conformance with the plans and specifications. Consultant shall not supervise, direct, or have control over any construction contractor's work. Consultant shall not have authority over or responsibility for construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the construction contractor. Consultant does not guarantee the performance of the construction contractor and does not assume responsibility for the contractor's failure to furnish and perform its work in accordance with the plans and specifications.

In the event Consultant's scope of services does not include the observation and monitoring of work performed by Client's other contractors, the Client assumes all responsibility for construction observation, and Client waives any claims against Consultant arising therefrom. Client further agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, directors, employees, and subconsultants against all damages, liabilities or costs arising out of or in any way connected with the performance of such services by other persons or entities including any claims arising from modifications, clarifications, interpretations, adjustments or changes made to the plans and specifications to reflect changes in field or other conditions.

5. **Ownership of Documents.** All reports, drawings, specifications, data, calculations, notes, and other documents, including those in electronic form prepared by Consultant are instruments of Consultant's service that shall remain the property of Consultant. Client agrees not to use the deliverables for projects other than the Project for which the documents were prepared by Consultant, or for future modifications to the Project, without Consultant's express written consent. Any reuse or distribution to third parties without such express written permission or project-specific adaptation by Consultant will be at the Client's sole risk and without liability to Consultant or its employees, subsidiaries, and subconsultants.
6. **Opinion of Costs.** When required as a part of its scope of services, Consultant will furnish opinions or estimates of construction cost on the basis of Consultant's experience and qualifications, but Consultant does not guarantee the accuracy of such estimates. The parties recognize that Consultant has no control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining prices.
7. **Suspension of Services.** Client may, at any time, by written notice, suspend the services of Consultant. Upon receipt of such notice, Consultant shall take all reasonable steps to mitigate costs allocable to the suspended services. Client, however, shall pay all reasonable and necessary costs associated with such suspension including the cost of assembling documents, personnel and equipment, rescheduling or reassignment costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

8. **Termination.** This Agreement may be terminated by either party upon 30 days' written to the other party. Upon such termination, Client shall pay Consultant for all services performed up to the date of termination. If Client is the terminating party, Client shall pay Consultant all reasonable cost and expenses incurred by Consultant in effecting the termination, including but not limited to non-cancellable commitments and demobilization costs, if any.
9. **Indemnification.** Consultant shall indemnify and hold harmless Client from and against those damages and costs (including reasonable attorneys' fees) that Client incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Consultant.

To the fullest extent permitted by law, Client shall indemnify and hold harmless Consultant from and against those damages and costs (including reasonable attorneys' fees) that Consultant incurs as a result of third party claims for personal injury or property damage to the extent caused by the negligent acts, errors or omissions of Client.

10. **Legal Proceedings.** In the event Consultant or its employees are required by Client to provide testimony, answer interrogatories, produce documents or otherwise provide information in relation to any litigation, arbitration, proceeding or other inquiry arising out of Consultant's services, where Consultant is not a party to such proceeding, Client will compensate Consultant for its services and reimburse Consultant for all related direct costs incurred in connection with providing such testimony or information.
11. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written consent of the other party.
12. **Insurance.** Consultant agrees to maintain the following insurance coverage with the following limits of insurance during the performance of Consultant's work hereunder:
- (a) Commercial General Liability insurance with standard ISO coverage and available limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate;
 - (b) Automobile Liability insurance with standard ISO coverage and available combined single limits of \$1,000,000 per accident;
 - (c) Worker's Compensation insurance with limits as required by statute and Employer's Liability insurance with limits of \$1,000,000 per employee for bodily injury by accident/\$1,000,000 per employee for bodily injury by disease/\$1,000,000 policy limit for disease; and
 - (d) Professional Liability insurance covering the Consultant's negligent acts, errors, or omissions in the performance of professional services with available limits of \$1,000,000 per claim and annual aggregate.

Consultant shall provide a certificate of insurance evidencing such insurance coverage to Client prior to the start of Consultant's work and annually upon renewal of coverage. Consultant shall cause Client to be named as an additional insured on Consultant's commercial general liability and auto liability policies, which shall be primary and noncontributory.

13. **Hazardous Materials.** Client acknowledges that Consultant has been retained to perform professional services and that Consultant is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Project site in connection with Consultant's activities under this Agreement.
14. **Risk Allocation.** To the fullest extent permitted by law, the total aggregate liability of Consultant and Consultant's officers, directors, employees, agents, and subconsultants to Client and anyone claiming by, through or under Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's services, the Project or this Agreement, from any cause whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the Consultant's total fee under this Agreement or the amount of \$50,000, whichever is greater.
15. **Consequential Damages.** Neither Client nor Consultant shall be liable to the other or shall make any claim for any special, incidental, indirect, or consequential damages arising out of, or connected in any way to the Project or this

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

Agreement. This mutual waiver includes, but is not limited to, damages related to loss of use, loss of profits, loss of income, loss of reputation, loss of business or diminution of property value and shall apply regardless of legal theory such damages are alleged including negligence, strict liability, breach of contract and breach of warranty.

16. **Payment.** Unless agreed to otherwise, Consultant shall submit monthly invoices to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the Consultant's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. If the Client fails to make payments when due; then Consultant, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension. Payment for Consultant's services is not contingent on any factor, except the Consultant's ability to provide services in a manner consistent with the Standard of Care. If the Client contests an invoice, the Client may withhold only that portion so contested and shall pay the undisputed portion.
17. **Force Majeure.** Neither Client nor Consultant shall be liable for the failure to perform (except Client's obligation to make payment when due) caused by any contingency beyond their reasonable control, including but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
18. **Compliance with Laws.** To the extent applicable to Consultant's services, Consultant shall exercise due professional care to comply with all applicable laws, including ordinances of any political subdivisions or governing agencies.
19. **Invalid Terms.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding as if the unenforceable provisions were never included in the Agreement.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state where the services are performed.
21. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated in a court of competent jurisdiction before a judge hearing the matter alone, as both finder of fact and law, without a jury. By entering into this Agreement, the parties expressly agree to waive their rights to a jury.
22. **Additional Services.** Consultant shall be entitled to an equitable adjustment to its fee and schedule for additional services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or other documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Consultant's control.
23. **Amendment.** This Agreement may only be amended in writing and where such amendment is executed by a duly authorized representatives of each party.
24. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and Consultant hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
25. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.
26. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

EXHIBIT A
GENERAL TERMS AND CONDITIONS
PROFESSIONAL SERVICES

27. **Identity of Project Owner.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Owner, shall provide to Consultant the Project Owner's full legal name; Project Owner's physical address; Project Owner's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Owner for the Project.
28. **Conflicting Terms.** If there are multiple agreements with varying or conflicting terms and conditions between Client and Consultant, the terms and conditions contained in this Agreement shall supersede and have precedence over any other conflicting terms and conditions contained in any other written or oral agreement.

[The remainder of this page intentionally left blank]

Exhibit B

**Project No. CRPES-0223(253)
New Sidewalk along Parker Rd from CR-98 to SR-42 (US-98)**

**Construction Engineering & Inspection Proposal
March 17, 2026**

N-S Project #			
Construction Cost: \$253,313 Contract Time: 150 Calender Days			
Classification	Hours	Billed Pay Rate	Total
Project Manager	42.00	\$68.59	\$2,880.78
Level II Inspector	357.00	\$26.78	\$9,560.46
Level II Inspector (Office)	42.00	\$24.00	\$1,008.00
	Total Direct Labor Cost		\$13,449.24
	Overhead and Labor Additive (136.71%)		\$18,386.00
	Labor Expense Subtotal		\$31,835.24
	Total Direct Expenses(Vehicle)		\$1,702.00
	Subconsultants		
	Subtotal Subconsultant Expense		\$0.00
	Subconsultant Administration (5%)		\$0.00
	Profit (10% labor, overhead, expenses)		\$3,354.00
	FCCM (0.01% of Direct Labor)		\$1.34
	Total Fee		\$36,892.58

Memo to choose - Prof Eng - CE&I Parker Rd Sidewalks - Revised

Final Audit Report

2026-03-20

Created:	2026-03-20
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAjCCogx73aF4eK4Y6otD2WM9XWODFN-YN

"Memo to choose - Prof Eng - CE&I Parker Rd Sidewalks - Revised" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-03-20 - 3:49:34 PM GMT
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-03-20 - 3:50:05 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-03-20 - 3:50:13 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-03-20 - 5:10:45 PM GMT - Time Source: server
-  Agreement completed.
2026-03-20 - 5:10:45 PM GMT



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: Richard Johnson PE - City Engineer
ALDOT Project No. CRPES-0223(253) – New Sidewalk Along
Department: Parker Rd. from CR-98 to SR-42 (US-98) City of Fairhope

Date: 03/20/2026

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.**

QUOTES

Vendor Name	Vendor Quote
1. <u>Neel-Schaffer, Inc. (Engineers)</u>	\$ <u>NTE 37,997.00 (15% of Const – ALDOT)</u>
2. _____	\$ _____
3. _____	\$ _____

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? A&E Services for CE&I Services – ALDOT/ESMPO Funded Proj.
2. What is the total cost of the item or service? Approve Mayor's Selection – NTE \$37,997.00 per Grant
3. How many do you need? One – Select Consultant A&E CE&I Services – 2023-PWI 013 Parker Rd Sidewalks
4. Item or Service Is: ☒ New ☐ Used ☐ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): Neel-Schaffer, Inc. (Engineers)
6. Vendor Number: 782

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? \$340,000.00 (in the aggregate – \$87K remains unencumbered – CE&I)
3. Budget code: 103-55780 – Parker Road Sidewalk

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

Sherry Sullivan
Mayor



Richard D. Johnson, PE
City Engineer

March 20, 2026

Mrs. Stephanie Dragotta, P.E.
Local Transportation Engineer – Mobile Area
Alabama Department of Transportation – SW
Region 1701 I-65 West Service Road, North
Mobile, Alabama 36618-1109

**RE: CE&I Consultant Selection - ALDOT Project No. CRPES-0223(253) – New
Sidewalk Along Parker Rd. from CR-98 to SR-42 (US-98) City of Fairhope**

Dear Mrs. Dragotta:

The City of Fairhope plans to select Neel-Schaffer, Inc. to provide transportation support services (CE&I) for the above referenced Federal Aid Project.

As the City goes through our required Professional Services Procurement process, the City and the Consultant will be providing: the draft (unsigned) agreement, the negotiated mandays and allowable maximum fee, copies of the firm's Certification of Final Indirect Costs and Schedule of Direct Labor, Fringe Benefits and Indirect Cost prepared in accordance with 48 CFR part 31 Contract Cost Principles and Procedures for the consultant's most current fiscal year or a previous approval letter by ALDOT's Finance and Audits Bureau, dated within one year from the date of approval, for both the prime and any sub-consultants being utilized.

Please review for comment and/or approval. Should you have any questions or need any additional information regarding this project do not hesitate to contact me.

Sincerely,

Richard D. Johnson, P.E.
City Engineer
richard.johnson@fairhopeal.gov

CC: Neel-Schaffer, Inc.
ESMPO
Purchasing
City Clerk
File

Fairhope Public Works Department – Engineering Division
555 South Section St P.O. Drawer 429 Fairhope, Alabama 36533
Phone: (251) 928-8003 Fax: (251) 928-6776

**ALABAMA DEPARTMENT OF TRANSPORTATION
PRE-QUALIFIED**

**CONSULTANTS WITH SERVICE TYPE(S): CONSTRUCTION ENGINEERING INSPECTION, CONSTRUCTION ENGINEERING
INSPECTION (CITY/COUNTY); WITH ACTIVE CONTRACTS;**

Michael Baker International, Inc.
11 N Water Street
Suite 14290
Mobile AL 36602

251-380-0898

Morell Engineering, Inc
711 E. Hobbs Street
Athens AL 35611

256-867-4957

Mott MacDonald Alabama, LLC
Suite 2900
Mobile AL 36602

850-484-6011

Neel-Schaffer, Inc.
Two Perimeter Park South
Suite 230 E
Birmingham AL 35243

205-397-3800

Northstar Engineering Services, Inc.
2431 Hartford Hwy
Dothan AL 36305-4910

334-673-9895

Poly, Inc.
1935 Headland Avenue
Dothan AL 36303-1207

334-793-4700

Porter-Higginbotham Engineering, Inc.
204 Temple Avenue South
Fayette AL 35555

205-344-1265

Praestare Engineering, Inc.
148 E Main Street
Dothan AL 36301

334-699-8703

Pugh Wright McAnally, Inc.
PO Box 2419
Decatur AL 35602

256-353-3937

S&ME, Inc.
360D Quality Circle NW
Suite 450
Huntsville AL 35806

256-682-5544

Sain Associates, Inc.
Two Perimeter Park South
Suite 500 East
Birmingham AL 35243

205-940-6420

SARCOR, LLC
1116 20th Street South #322
Birmingham AL 35205

205-227-8733



Kay Ivey
GOVERNOR

ALABAMA
DEPARTMENT OF TRANSPORTATION

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



John R. Cooper
TRANSPORTATION
DIRECTOR

March 25, 2026

Mr. Richard D. Johnson, P.E.
Public Works Director
City of Fairhope
P.O. Box 429
Fairhope, Alabama 36533

Re: **Project No. CRPES-0223(253)**
Sidewalk along Parker Road from CR-98 to SR-42 (US-98)
City of Fairhope

Dear Mr. Johnson,

We are in receipt of the man-day & fee proposal, draft agreement, certification of final indirect costs, and Schedule of Direct Labor, Fringe Benefits and Indirect Cost submitted for Neel-Schaffer, Inc., to provide construction engineering and inspection services on the above-referenced project. We concur with the proposal and the maximum allowable fee of \$36,892.58. The overhead rate and operating margin will be as previously approved by our Bureau of Finance and Audits, External Audit Section.

After executing the agreement with the above-named consultant, you may issue a "notice to proceed" for them to begin work on the project. Please provide this office with a copy of the notice to proceed and contact information for the consultant's project manager assigned to the project.

This agreement is a "cost-plus" contract. The consultant is to provide services as necessary for the adequate construction engineering and inspection of the project, and bill only for those costs and expenses actually incurred on the project, plus allowable markups and percentages as provided for in the contract.

While deference to your consultant professional should be exercised in determining the daily staffing needs for adequately inspecting the project, it is your place to stay abreast of the engineering budget status. You should confer with the consultant periodically as necessary to ensure that this work remains within budget. **ALDOT will not reimburse for charges in excess of the aforementioned maximum allowable fee.**

If you have any questions, please let us know.

Sincerely,

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

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

SAD/crj

Attachment

c: Mr. Brad Lindsey, P.E. (letter only)
File w/ Attachment

Exhibit B

**Project No. CRPES-0223(253)
New Sidewalk along Parker Rd from CR-98 to SR-42 (US-98)**

**Construction Engineering & Inspection Proposal
March 17, 2026**

N-S Project #			
Construction Cost: \$253,313 Contract Time: 150 Calender Days			
Classification	Hours	Billed Pay Rate	Total
Project Manager	42.00	\$68.59	\$2,880.78
Level II Inspector	357.00	\$26.78	\$9,560.46
Level II Inspector (Office)	42.00	\$24.00	\$1,008.00
	Total Direct Labor Cost		\$13,449.24
	Overhead and Labor Additive (136.71%)		\$18,386.00
	Labor Expense Subtotal		\$31,835.24
	Total Direct Expenses(Vehicle)		\$1,702.00
	Subconsultants		
	Subtotal Subconsultant Expense		\$0.00
	Subconsultant Administration (5%)		\$0.00
	Profit (10% labor, overhead, expenses)		\$3,354.00
	FCCM (0.01% of Direct Labor)		\$1.34
	Total Fee		\$36,892.58

Sherry Sullivan
Mayor



Richard D. Johnson, PE
City Engineer

March 20, 2026

Mrs. Stephanie Dragotta, P.E.
Local Transportation Engineer – Mobile Area
Alabama Department of Transportation – SW
Region 1701 I-65 West Service Road, North
Mobile, Alabama 36618-1109

**RE: CE&I Consultant Selection - ALDOT Project No. CRPES-0223(253) – New
Sidewalk Along Parker Rd. from CR-98 to SR-42 (US-98) City of Fairhope**

Dear Mrs. Dragotta:

The City of Fairhope plans to select Neel-Schaffer, Inc. to provide transportation support services (CE&I) for the above referenced Federal Aid Project.

As the City goes through our required Professional Services Procurement process, the City and the Consultant will be providing: the draft (unsigned) agreement, the negotiated mandays and allowable maximum fee, copies of the firm's Certification of Final Indirect Costs and Schedule of Direct Labor, Fringe Benefits and Indirect Cost prepared in accordance with 48 CFR part 31 Contract Cost Principles and Procedures for the consultant's most current fiscal year or a previous approval letter by ALDOT's Finance and Audits Bureau, dated within one year from the date of approval, for both the prime and any sub-consultants being utilized.

Please review for comment and/or approval. Should you have any questions or need any additional information regarding this project do not hesitate to contact me.

Sincerely,

Richard D. Johnson, P.E.
City Engineer
richard.johnson@fairhopeal.gov

CC: Neel-Schaffer, Inc.
ESMPO
Purchasing
City Clerk
File

Fairhope Public Works Department – Engineering Division
555 South Section St P.O. Drawer 429 Fairhope, Alabama 36533
Phone: (251) 928-8003 Fax: (251) 928-6776

**ALABAMA DEPARTMENT OF TRANSPORTATION
PRE-QUALIFIED**

**CONSULTANTS WITH SERVICE TYPE(S): CONSTRUCTION ENGINEERING INSPECTION, CONSTRUCTION ENGINEERING
INSPECTION (CITY/COUNTY); WITH ACTIVE CONTRACTS;**

Michael Baker International, Inc.
11 N Water Street
Suite 14290
Mobile AL 36602

251-380-0898

Morell Engineering, Inc
711 E. Hobbs Street
Athens AL 35611

256-867-4957

Mott MacDonald Alabama, LLC
Suite 2900
Mobile AL 36602

850-484-6011

Neel-Schaffer, Inc.
Two Perimeter Park South
Suite 230 E
Birmingham AL 35243

205-397-3800

Northstar Engineering Services, Inc.
2431 Hartford Hwy
Dothan AL 36305-4910

334-673-9895

Poly, Inc.
1935 Headland Avenue
Dothan AL 36303-1207

334-793-4700

Porter-Higginbotham Engineering, Inc.
204 Temple Avenue South
Fayette AL 35555

205-344-1265

Praestare Engineering, Inc.
148 E Main Street
Dothan AL 36301

334-699-8703

Pugh Wright McAnally, Inc.
PO Box 2419
Decatur AL 35602

256-353-3937

S&ME, Inc.
360D Quality Circle NW
Suite 450
Huntsville AL 35806

256-682-5544

Sain Associates, Inc.
Two Perimeter Park South
Suite 500 East
Birmingham AL 35243

205-940-6420

SARCOR, LLC
1116 20th Street South #322
Birmingham AL 35205

205-227-8733



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-783

FROM:	Richard Johnson, City Engineer
	John Thomas, Interim Public Works Director
	Paige Crawford, Director of Community Affairs
SUBJECT:	City Engineer, Richard Johnson, is requesting the hiring of a professional architecture and engineering firm for RFQ PS26-022 professional architecture and engineering services for the James P. Nix Center West Porch/Promenade Repairs; and authorizes the Treasurer to transfer \$8,961.25 from Adult Recreation - Professional Services to Adult Recreation - Capital Improvements in the FY2026 Budget.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the selection of Cypress Coast Consulting by Mayor Sullivan for RFQ PS26-022 Professional Architectural and Engineering Services for the James P. Nix Center West Porch/Promenade Repairs, and authorize the Mayor to execute a contract for the not-to-exceed cost of \$8,961.25; and authorizes the Treasurer to transfer \$8,961.25 from Adult Recreation - Professional Services to Adult Recreation - Capital Improvements in the FY2026 Budget.

BACKGROUND INFORMATION:

The City Engineer, Richard Johnson, is requesting the hiring of a professional architecture and engineering firm for RFQ PS26-022 professional architecture and engineering services for the James P. Nix Center West Porch/Promenade Repairs.

The work to be performed is for professional architecture and engineering services associated with the project, which will include the following:

- Structural inspection of the exterior deck at the south and west side of the structure.
- Foundation: Design of a shallow foundation system to support the deck and allow for the removal of the existing CMU pilasters on the west side of the building and design the deck's anchorage to the foundation.
- Structure: Repair and/or replacement details for steel girder hangers and timber flitch beams; Deck framing repairs on the west side of the structure; and

temporary shoring design during installation of the new foundation and framing systems

The Mayor and the City Engineer would like to establish a not-to-exceed amount for Professional Architecture and Engineering Services of Eight Thousand Nine Hundred Sixty-One Dollars and Twenty-Five Cents (\$8,961.25).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001300-50290 Line 10	Adult Recreation - Professional Svc	\$8,961.25	\$0.00	\$8,961.25
001300-50475 Line 20	Adult Recreation - Capital Improvement	\$0.00	\$8,961.25	(\$8,961.25)

Project No. 2026COM003 | Project Expense String: 2026COM003-ENG

Authorize Treasurer to transfer \$8,961.25 from Adult Recreation - Professional Services to Adult Recreation - Capital Improvements in the FY2026 Budget.

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: Treasury to create Project No. 2026COM003 in Project Ledger with ENG and CONS expense strings with corresponding budgets for both.

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council approves the selection by Mayor Sherry Sullivan for Professional Architectural and Engineering Services for (RFQ PS26-022) for the James P. Nix Center West Porch/Promenade Repairs to Cypress Coast Consulting; that Mayor Sherry Sullivan is hereby authorized to execute a Contract with Cypress Coast Consulting with a not-to-exceed amount of \$8,961.25; and authorizes the Treasurer to transfer \$8,961.25 from Adult Recreation - Professional Services to Adult Recreation - Capital Improvements in the FY2026 Budget.

DULY ADOPTED THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

March 19, 2026

City of Fairhope Public Works

C/O Mayor Sherry Sullivan
Mayor, City of Fairhope

Requested by:
Mr. Richard Johnson
City of Fairhope
Email: richard.johnson@fairhopeal.gov

Subject: City of Fairhope – James P. Nix Deck Repair

Dear Mr. Johnson,

Cypress Coast Consulting, LLC (Cypress Coast) is pleased to present this proposal to provide structural design and engineering services for the deck repairs at the James P. Nix Center in Fairhope, AL. We hope you find this proposal responsive to your request and look forward to working with you.

1.0 Project Overview

Mr. Johnson, along with other members of the City of Fairhope, have noted extensive settlement and degradation within the existing deck surrounding the Nix Center. The deck is a timber framed structure with flitch beam components. The deck framing supports a 4" concrete slab which serves as the walking surface above. The concrete slab has a metal deck below it atop the timber deck framing. Structural steel girder hangers are present and serve as the primary connection between the system's structure and foundation. The girders are hung from the existing building's CMU stem wall on the "interior". On the "exterior", the girders are primarily supported by timber pilings. At (2) locations on the West side of the building, the "exterior" girders are supported by large CMU pilasters atop shallow foundation elements. These shallow foundations have experienced significant differential settlement due to the mixing of foundation types and significant erosion. Repair efforts have been made by pumping grout below the piers, this repair however is not a temporary fix to the problem. Significant corrosion is also found within the timber flitch beams and steel girder hangers.

2.0 Scope

Structural inspection will be performed on the deck. These inspections will be focused on the areas discussed on the South and West sides of the structure. It is anticipated that new foundation elements will be installed on the west side of the structure to replace existing CMU pilasters which will be removed. The foundation on the south side of the structure is assumed to be in satisfactory condition to remain in place. Structural shoring will be required to temporarily support the deck above while new foundation is installed. Additional repair details will include repair or replacement details for the steel girder hangers and timber flitch beams experiencing decay.

Structural engineering and design services will be provided for the following items:

- Inspection
 - Structural inspection of exterior deck at south and west side of the structure
- Foundation
 - Design of shallow foundation system to support the deck and allow for the removal of the existing CMU pilasters on the West side of the building.
 - Design of deck's anchorage to the foundation.



- Structure
 - Repair and/or replacement details for steel girder hangers and timber flitch beams
 - Deck framing repairs on the west side of the structure
 - Temporary shoring design during installation of new foundation and framing systems.

The above structural components will be checked to ensure code compliance with all applicable design codes and the loading requirements found therein. (5) new drawings are anticipated and include:

- General Notes
- Foundation Plan, Sections, & Details
- Framing Plan
- Framing Sections and Details
- Repair Sections and Details

Creation and delivery of (5) signed and sealed engineered drawings in PDF format is included with this proposal.

3.0 Qualifications

3.1 Client Provided Items

- Owner:
 - Construction drawings
 - Access to the site for field inspections
 - Review of conceptual repair plan

3.2 Assumptions

- Based on Site walk with Richard Johnson at the Nix Center on 3/18/26.
- Site topography and soil characteristics are conducive to using a shallow foundation type.
- (1) IFA and (1) IFC Package
- Minimal drawing changes from IFA to IFC.

4.0 Schedule

Cypress Coast estimates the duration required to complete engineering and design efforts will be **3-4 weeks** after receipt of the accepted proposal and owner/architect provided items. This schedule is based on current availability and is subject to change.

5.0 Commercial Offering

This proposal is offered on a Lump Sum (LS) basis. The cost to provide the detailed engineering and design services outlined herein is **\$5,461.25**. This proposal is valid for 30 days.

Construction administration and inspection services will be provided on a T&M basis at the prescribed rates shown in the attached schedule of fees.

Placeholder budget for CE&I and any Geotechnical Testing is **\$3,500.00**

Total estimated proposal offered for A&E Services is **\$8,961.25**



6.0 Terms and Conditions

Payment is due 30 days after delivery of stamped IFC drawings. Delivery of payment shall be made in an agreed-upon manner with Cypress Coast Consulting. If this project is halted or canceled for any reason, written notice is to be provided and delivery of payment for work completed to date is due within 30 days.

If this proposal is acceptable, please send the signed proposal to lhagen@cypresscoastconsult.com.

7.0 Closing and Contact Information

Thank you for allowing Cypress Coast to submit this proposal. We look forward to working with you on this project. For questions or to discuss this proposal in detail, please contact me.

Thank you,

Luke Hagen, P.E. | Principal/Structural Engineer

Cypress Coast Consulting | (AL, FL, LA, MS, TX)

p: 985.859.8078 e: lhagen@cypresscoastconsult.com

8.0 Agreement

If the information found herein is acceptable and you agree to the terms of this agreement, please complete the following:

_____(Signature)

_____(Print)

_____(Date)

CYPRESS COAST CONSULTING - SCHEDULE OF RATES AND CHARGES**EFFECTIVE DECEMBER 31, 2025**

STAFF	Hourly Rate
Administration	\$75.00
Resident Project Representative	\$90.00
Cad Draftsman	\$100.00
Senior Designer (TS2+)	\$125.00
Engineering Intern 1	\$100.00
Engineering Intern 2	\$125.00
Engineer	\$150.00
Senior Engineer	\$175.00
Senior Project Manager	\$200.00
Principal	\$250.00

CYPRESS COAST CONSULTING - SCHEDULE OF RATES AND CHARGES**EFFECTIVE DECEMBER 31, 2025****TRANSPORTATION AND OTHER DIRECT COSTS**

DIRECT COSTS	RATE
Sub-Consultants	At Cost plus 10%
Vehicle	\$0.725 per Mile
Public Couriers	At Cost plus 10%
Materials & Supplies	At Cost plus 10%
Reproduction/Printing	At Cost plus 10%

Memo to choose - Prof A&E - Nix Center West Porch

Final Audit Report

2026-03-23

Created:	2026-03-20
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1bwtU1U2oZCi1qlsYVx8UQ-3IkHJN4Y_

"Memo to choose - Prof A&E - Nix Center West Porch" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-03-20 - 5:23:42 PM GMT
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-03-20 - 5:24:11 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-03-23 - 12:36:07 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-03-23 - 12:36:37 PM GMT - Time Source: server
-  Agreement completed.
2026-03-23 - 12:36:37 PM GMT



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: Richard Johnson PE - City Eng/Paige Crawford – Comm Dev Dir
Comm Dev/PW Capital Project - 2026-COM 003 Nix Center West
Department: Porch Promenade Project

Date: 03/20/2026

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.**

QUOTES

Vendor Name	Vendor Quote
1. <u>Cypress Coast Consulting, LLC (Cypress Coast)</u>	\$ <u>8,961.25</u>
2. _____	\$ _____
3. _____	\$ _____

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? A&E Services for Drawings, Specifications & Contract Docs
2. What is the total cost of the item or service? Proposal Attached - \$8,961.25 A&E Services Total Cost
3. How many do you need? One – A&E Design Services – Structural - Nix Center West Porch/Promenade
4. Item or Service Is: ☒ New ☐ Used ☐ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): **Cypress Coast Consulting, LLC (Cypress Coast)**
6. Vendor Number: **10067**

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? \$25,000.00 (in the aggregate – \$16K to remain unencumbered?)
3. Budget code: **001300-50290 Line 10 – Profession Service – Erosion and aging building**

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-786

FROM:	Paige Crawford, Director of Community Affairs
SUBJECT:	The Director of Community Affairs, Paige Crawford, is requesting the hiring of a professional consultant for RFQ PS26-021 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2026.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the negotiated Proposed Fee Schedule for RFQ PS26-021 Professional Consultant for the Design and Production of a Fireworks Display for the 4th of July 2026 and authorize the Mayor to execute a contract with a not-to-exceed amount of \$40,000.00 to Pyro Productions.

BACKGROUND INFORMATION:

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 Pyro Productions Inc. to perform the professional service.

The work to be performed is to design and produce the fireworks display for the 4th of July 2026.

Pyro Productions Inc. has submitted a proposal for Forty Thousand Dollars (\$40,000.00) for these services.

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 the 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."

BUDGET IMPACT/FUNDING SOURCE:

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

001240-50490-10008	Community Events - 4th of July	\$40,000.00	\$40,000.00	\$0.00
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GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That Mayor Sherry Sullivan is hereby authorized to execute a Contract with Pyro Productions Inc. for a Professional Consultant for (RFQ PS26-021) Design and Production of Fireworks Display for the 4th of July 2026 with a not-to-exceed amount of \$40,000.00; pursuant to Code of Alabama, “Pyrotechnic Shooter Law”.

DULY ADOPTED THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Quote Total: \$40,000.00

Pyro Productions

2083 Helms Rd
Dothan, Alabama 36301
<http://pyroproductions.com>
main@pyroproductions.com
2517257975: 866-535-7976 · Local:: (866)535-7976

Paige Crawford · paige.crawford@fairhopeal.gov



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

PLEASE NOTE THIS PROPOSAL INCLUDES ALL APPLICABLE TARIFF'S ON FIREWORKS FROM CHINA.

About - Pyro Productions.pdf

EXHIBIT A (SHELL COUNT SUMMARY): Report.pdf

Opener:

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

Main Body:

The “Oohs and Ahhs” from the crowd will help start your event off with a bang. The body of your show will be a high-intensity aerial spectacular full of various colors, patterns, sounds, and effects. It will contain an assortment of Pyro

Productions brand shells, the highest quality shells available in the industry, all manufactured to our exacting specifications. This means higher altitude, bigger breaks, brighter colors, more noise, and dazzlingly unique effects.

Finale:

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

Just wait...

TOTAL SHELLS: 1515

SHOW DURATION: 22 +- Minutes

* Any permit fees over \$150.00 will be added to the invoice total.

** Any extra fees required for fire personnel and/or fire apparatus not included in this proposal will be the responsibility of the buyer.

Want To Really End Your Display With A BANG?

Well this Custom Finale Package, exclusive to the 2026 season, is sure to leave your spectators in AWE! This package is in addition to your display's current finale and is nothing like you've EVER seen before!

*Upgrade your show and make America's 250th, a **Night to Remember!***

Total: **\$40,000.00**



MEMO

Sherry Sullivan
Mayor

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: March 20, 2026

Re: **RFQ PS26-021 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2026**

Council Members:
Andrea Booth
Jack Burrell, ACO
Jimmy Conyers
Joshua Gammon
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Director of Community Affairs, Paige Crawford, is requesting the hiring of a professional consultant for RFQ PS26-021 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2026.

Per our Procedure for Procuring Professional Services, Paige Crawford and I are providing a short list of firms for the Mayor to select from for the work.

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 Mar 20, 2026 Pyro Productions Inc.

_____ None. Submit another list

Cc: file, Paige Crawford, Mayor Sherry Sullivan

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

251-928-2136 (p)

Memo to choose - Prof Consulting - 4th of July Fireworks 2026

Final Audit Report

2026-03-20

Created:	2026-03-20
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3Yx8av8TPLFwbJvpGNIXyRGzTUvHxJ4y

"Memo to choose - Prof Consulting - 4th of July Fireworks 2026" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-03-20 - 7:03:23 PM GMT
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-03-20 - 7:03:49 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-03-20 - 7:03:56 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-03-20 - 7:48:41 PM GMT - Time Source: server
-  Agreement completed.
2026-03-20 - 7:48:41 PM GMT



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: Paige Crawford

Date: 03/31/26

Department: Economic Development

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$30,000 Utilities - \$10,001 - \$30,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$30,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$30,000/\$100,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

****Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.**

QUOTES

Vendor Name	Vendor Quote
1. <u>Pyro Productions, Inc.</u>	\$ <u>40,000.00</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Aerial Fireworks Show and Production Services 2026
2. What is the total cost of the item or service? \$40,000.00
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: ☐ New ☐ Used ☐ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): Pyro Productions, Inc.
6. Vendor Number: Click or tap here to enter text.

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount? \$40,000.00
3. Budget code: 001240-50490

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-785

FROM:	John Thomas, Interim Public Works Director
SUBJECT:	The Interim Director of Public Works, John Thomas, is requesting approval for a contract amendment No. 4 for Bid No. 25-008 Pest Control Annual Contract to add a location and service.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve Contract Amendment No. 4 for Bid No. 25-008 Pest Control Annual Contract for an additional location and service with Wayne's Pest Control Services LLC. The additional annual cost is \$858.00 and new total annual contract price will not-to-exceed \$14,426.68. Additionally, there is an initial fee of \$144.00.

BACKGROUND INFORMATION:

The Interim Director of Public Works, John Thomas, is requesting approval of Contract Amendment No. 4 for Bid No. 25-008 Pest Control Annual Contract for an additional location and service with Wayne's Pest Control Services LLC.

The additional location and pricing are as follows:
68. Barnwell Football Complex located at 7648 CR-98
Pest Control with Rodent Control: \$144.00 Initial Fee
\$71.50 per month; \$858.00 per Year

Total Annual Cost of the Contract amendment is Eight Hundred Fifty-Eight Dollars (\$858.00). The new annual total not-to-exceed amount of the contract will be Fourteen Thousand Four Hundred Twenty-Six Dollars and Sixty-Eight Cents (\$14,426.68). Additionally, there is an initial fee of One Hundred Forty-Four Dollars (\$144.00).

Previous Council Action:

December 9, 2024 - Resolution No. 5287-24 approved the award of Bid No. 25-008 Pest Control Annual Contract to Wayne's Pest Control Services LLC. for an annual contract cost not-to-exceed \$10,530.48.

May 12, 2025 - Resolution No. 5445-25 approved Contract Amendment No. 1 for Bid No. 25-008 Pest Control Annual Contract with Wayne's Pest Control Services LLC for an additional not-to-exceed annual amount of \$2,939.20. The new contract total with a not-to-exceed annual amount of \$13,469.68.

December 18, 2025 - Resolution No. 5680-25 - That Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 25-008) Pest Control Annual Contract with Wayne's Pest Control Services, LLC. per the terms and conditions of the original contract. The annual contract cost is \$13,568.68.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001250-50360	Recreation - General Maintenance	\$1,002.00	\$1,002.00	\$0.00

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: Treasury to enter change order for Contract Amendment No. 4 to system Contract No. 2025078.

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council approves Contract Amendment No. 4 for (Bid No. 25-008) Pest Control Annual Contract with Wayne's Pest Control Services LLC with an additional not-to-exceed amount of \$858.00; and authorizes Mayor Sherry Sullivan to execute contract amendment. The new contract total with a not-to-exceed annual amount of \$14,426.68. Additionally, there is an initial fee of \$144.00.

DULY ADOPTED THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Contract Amendment No. 4
Bid No. 25-008
Pest Control Annual Contract

This **AMENDMENT OF CONTRACT** ("AMENDMENT") is made this _____ day of _____, 2026 for the purpose of increasing the contract for **Bid No. 25-008 Pest Control Annual Contract** dated January 7, 2025 ("Original Contract") between the **City of Fairhope** and **Wayne's Pest Control Services LLC**. (the "Parties").

1. The Original Contract, which is attached hereto as part of this Amendment is described below:
The Original Contract was awarded for an annual not-to-exceed amount of Ten Thousand Five Hundred Thirty Dollars and Forty-Eight Cents (\$10,530.48).
2. The Parties agreed to amend the Original Contract with Contract Amendment No. 1 on June 4, 2025 to add four (4) locations for an additional cost of Two Thousand Nine Hundred Thirty-Nine Dollars and Twenty Cents (\$2,939.20). The new total annual cost of the contract was Thirteen Thousand Four Hundred Sixty-Nine Dollars and Sixty-Eight Cents (\$13,469.68).
3. The parties agreed to amend the Original Contract and Contract Amendment No. 1 to add the following location and cost:
67. Electric Substation located at 621 Nichols Ave.
Pest Control \$8.25 per month; \$99.00 per year
4. The parties agreed to amend the Original Contract, Contract Amendment No. 1, and Contract Amendment No. 2 to add the following location and cost:
68. Barnwell Football Complex located at 7648 CR-98
Pest Control with Rodent Control \$144.00 Initial Fee
\$71.50 per month; \$858.00 per Year
5. That amendment binds and benefits both Parties and any successors or assigns. This document, including the attached original contract and Contract Amendment No. 1, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, remain unchanged. This contract annual cost will be increased by a not-to-exceed cost of Eight Hundred Fifty-Eight Dollars (\$858.00), plus an initial fee of One Hundred Forty-Four Dollars (\$144.00). The total annual cost of the contract shall not-to-exceed Fourteen Thousand Four Hundred Twenty-Six Dollars and Sixty-Eight Cents (\$14,426.68). Additionally, there is an initial fee of One Hundred Forty-Four Dollars (\$144.00).

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

THE CITY OF FAIRHOPE, ALABAMA

By: Sherry Sullivan, Mayor

By: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

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

Given under my hand and Notary Seal on this _____ day of _____, 202__

Notary Public _____

My Commission Expires _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____
Signature of Officer Authorized to Sign Bids and Contracts for the Firm Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

Foreign Corporation Entity ID
(Required of out-of-state vendors)

NOTARY

STATE OF _____ }

COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 202__.

Notary Public _____

My Commission Expires _____

Business Name:	City of Fairhope	Contact Email:	ap@fairhopeal.gov	Account #:	100-01935347
Contact Name:	City of Fairhope	Title:	Manager	Contact Mobile Phone:	(251) 928-8003
Service Address:	7648 CR-98	City, State, & Zip:	Fairhope	AL	36533
Billing Address:	P.O. Box 429	City, State, & Zip:		AL	36533
Office Phone:		Marketing Source:	Inside Sales-Transfer		

Waynes Pest Control Services, LLC (Waynes), for the fee indicated below agrees to provide pest prevention services, within 10 feet of the structure, for ants*, roaches, rats, mice, spiders*, silverfish, crickets, centipedes and millipedes. **Excludes bed bugs, termites, fleas, ticks, flying insects, carpenter ants, brown recluse and black widow spiders.*

SERVICE OPTIONS	SERVICE FREQUENCY						INVESTMENT ANALYSIS	
	One-Time	Weekly	Bi-Weekly	Monthly	Quarterly	Annual	Initial Fee	Service Fee
 Year Round Pest Prevention	☐	☐	☐	☐	☐	☐	\$	\$
 SMART Pest	☐	☐	☐	☒	☐	☐	\$ 144.00	\$ 71.50
 Fly Management	☐	☐	☐	☐	☐	☐	\$	\$
 Flea/Tick Management	☐	☐	☐	☐	☐	☐	\$	\$
 Mosquito Management	☐	☐	☐	☐	☐	☐	\$	\$
 Mosquito Plus+	☐	☐	☐	☐	☐	☐	\$	\$
	☐	☐	☐	☐	☐	☐	\$	\$
	☐	☐	☐	☐	☐	☐	\$	\$

*Mississippi Sales tax included

Every little thing matters. **A lot.**

215.50

TOTAL INITIAL FEE

COMMENTS SECTION:

Monthly general pest control with rodent control. One Smart box for inside concessions plus 3 exterior bait boxes. Total initial fee includes equipment and first service.

BILLING FREQUENCY

☐ One-Time ☒ Monthly ☐ Quarterly ☐ Annually

Authorization

By signing this Agreement, I, the Purchaser certify I have read, fully understand and agree to the provisions on the front and back of this Agreement, with all of the Terms and Conditions without limitations, and I understand and agree Waynes and I are bound only by the Terms and Conditions of this Agreement and not by any other representation(s) oral or written; however, I agree that if a signed Proposal is submitted with this Service Agreement, it shall become an integral part of this Service Agreement. Purchaser may cancel this Agreement at any time prior to midnight of the third (3rd) business day after execution of this Agreement.

Supervisor Approval

YES

NO

This Service Agreement is contingent upon approval

Service Center:	Daphne	Address:	25378 Profit Drive	Phone:	251-706-5090
Purchaser Signature:		Date:	03/25/2026		
Waynes Signature:	Heather DeRose			Date:	03/25/2026

Waynes World-Class Solution Guarantee

We commit to providing World-Class termite, pest and lawn care solutions and to maintaining our level of service excellence for the duration of our relationship. Our commitment to You is simple...World Class Service - Every Time: We will do the job right (Integrity). Do it well even when no one is looking and communicate the good and bad news (Courage). Stick with every job or issue until it's done right (Perseverance). Consistently deliver on our promises with a great attitude (Character). We simply ask you to let us know when we fall short of our standard and provide us time to make it right.



Service Commitment

Waynes Pest Control Services, LLC (Waynes), for a period of one (1) year from the date of this Service Agreement, in exchange for stated payment and subject to the Terms and Conditions, agrees to provide within ten (10) feet of the structure the pest services chosen by Purchaser, as indicated on the front of this Agreement.

Purchaser’s Obligations

For the commitments of Waynes to become effective and Waynes obligated and liable therefore, the Supervisor approval box must be checked and Purchaser must fulfill the Obligations stated below. If Purchaser fails to fulfill any of these Obligations, Waynes reserves the right to terminate this Agreement in its entirety without further notice, obligation or liability on its part.

- (a) Payment for Services.** Purchaser agrees to pay the total amounts owed prior to or upon Waynes performing the initial service. Purchaser shall pay the remaining fees upon receipt of invoice. Waynes may terminate this Agreement if payment is not received within 30 days. A surcharge in the maximum amount allowed by state law will be added to returned checks and ACH withdrawals and the highest amount allowed by law will be charged for reversed credit/debit card charges and late payments. Should nonpayment require Waynes to take action to collect the debt, Purchaser agrees to pay all costs of collection, including but not limited to, collection, attorneys’ fees and court costs, along with an interest rate on the unpaid balance at the highest legal percentage. Any amount paid shall become the property of Waynes as liquidated damages hereunder. Purchaser understands and agrees that by selecting the Monthly option under Renewal Fee or SmartPay, Purchaser is making a two (2) year commitment to pay the monthly fee. If Purchaser terminates this Service Agreement within the two year commitment, the remaining balance for the two years will become due in full.
- (b) Access to Property.** Purchaser must allow Waynes access to the property for all purposes related to performance of this Agreement and making access safe from pet interference and escape..
- (c) Maintenance of Property.** Purchaser agrees to maintain the property in a reasonably clean and sanitary condition and in good repair, as deemed by Waynes, so as to avoid promoting pest entry and infestation.
- (d) Claims.** Any claim pertaining to the services provided pursuant to this Service Agreement shall be made in writing to Waynes during the term of this Agreement.

Term and Renewal

Subject to its Terms and Conditions, this Agreement will be in effect for 12 months from the date of execution, subject to Purchaser’s obligations, and continue on a month-to-month basis by mutual consent thereafter by timely payment of the fees. On that basis, the Agreement will be renewed automatically and continuously unless, the structure fails to qualify for this warranty, Purchaser fails to fulfill the obligations herein or either party gives notice of non-renewal at least 30 days prior to the next renewal date. Prior to termination, both parties shall be entitled to cure any deficiency of performance or payment within 30 days of being notified of deficiency. Fees will not be prorated should the Service Agreement be canceled. Waynes reserves the right to adjust the service fee after the first year. Entering into this Service Agreement does not obligate Waynes to agree to requests for other services.

SMART

Is a proactive home system with continuous rodent activity monitoring. Some SMART devices detect activity through a passive infrared response and others eliminate rodents. These devices are not cameras. The SMART system provides additional rodent control through a non-toxic, sustainable approach. The system will remain property of Waynes and Purchaser has rights only to its use as used under this Agreement. Upon this Agreement’s termination, Purchaser shall allow Waynes to retrieve all SMART system components. Children should not be allowed to touch SMART components. Purchaser will be responsible for replacement costs of damaged components.

Disclaimers / Exclusions / Limits of Liability

If Purchaser fails to timely fulfill the Obligations hereunder, Waynes reserves the right to adjust the fees or void the Agreement at any time without future notice. It shall not be the responsibility of Waynes to advise Purchaser further of these Obligations.

- (a)** This Agreement provides protection for all crawling insects, except termites, bed bugs, fleas, ticks, carpenter ants, brown recluse spiders, black widow spiders and fire ants beyond 10 feet of the structure.
- (b)** Waynes reserves the right to adjust the fee(s) or terminate this Agreement in its entirety and Waynes responsibilities and liabilities hereunder should Waynes be hindered or prevented from fulfilling its obligations by circumstances reasonably beyond its control, including, but not limited to, Acts of God, war, terrorism, civil unrest, changes in laws or regulations, strikes, embargoes, shortages or increased costs of fuel or materials, or Purchaser’s failure to cooperate with the services or treatments deems appropriate.
- (c)** Waynes will exercise due care while performing its work to avoid damaging Purchaser’s property, plants or animals. Waynes also applies all products according to manufacturer’s specifications. Waynes will not be responsible or liable for any side effects, injury, disease or illness caused, by bites, stings or the manufacturer’s products or products’ odor. Waynes is not responsible or liable for fire ant activity beyond 10 feet of the structure.
- (d)** TO THE FULLEST EXTENT PERMITTED BY LAW, WAYNES WILL NOT BE LIABLE FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOSS OF USE, LOSS OF INCOME OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING CONSEQUENTIAL AND INCIDENTAL DAMAGES, ARISING FROM THIS SERVICE AGREEMENT OR OTHERWISE. WAYNES SPECIFICALLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. WAYNES WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LOST PROFITS OR LABOR COSTS AND WILL NOT BE LIABLE FOR NON-ECONOMIC DAMAGES, DIMINUTION OF GOODWILL OR LOSS TO REPUTATION ARISING FROM THE PERFORMANCE OF THIS AGREEMENT, FROM ANY BREACH OF THIS AGREEMENT, OR FROM ANY OTHER CAUSE WHATSOEVER. THE EXCLUSIVE REMEDY OF THE BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE PURCHASE PRICE PAID, WHICHEVER IS GREATER. THE LIMITATIONS SET FORTH IN THIS AGREEMENT REGARDING THE LIABILITY OF WAYNES SHALL BE VALID AND ENFORCEABLE NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF THE LIMITED REMEDIES SPECIFIED ABOVE. LIABILITY OF WAYNES IS LIMITED TO THE LIFE OF AGREEMENT AND ANY RENEWAL THEREOF.

No agents of Waynes are authorized to make warranties beyond those contained herein or to modify the warranties contained herein. Except as to those limitations of liability, no persons other than the contracting party shall be deemed to be third party beneficiaries of this Agreement.

Insurance

Waynes shall maintain general liability insurance, automobile liability insurance, and Worker’s Compensation insurance. Purchaser shall maintain all risk extended property damage coverage for Purchaser’s personal and real property, including materials for performance of this Agreement. Purchaser’s policy shall include coverage for fire, natural disaster, Acts of God, and other casualty, physical loss or damage, theft, vandalism. Purchaser shall not make a claim against Waynes for a loss, damage, liability, or cost which is covered by said insurance. Certificates of insurance will be provided upon request.

Entire Agreement and Alteration

This Agreement and any attached graph constitute the parties’ complete Agreement and it may not be altered, oral or otherwise, without prior written and signed authorized consent of both parties. However, if a signed Proposal is submitted with this Service Agreement, it shall become an integral part of this Service Agreement. If any part of this Agreement is held to be invalid or unenforceable, the remaining Terms and Conditions shall remain in full force and effect.

Choice of Law

This Agreement shall be constructed and enforced in accordance with the laws and regulations of the State in which the structure is located as they exist at the time this Agreement is executed. Should any law or regulation change regarding the services or treatment provided by Waynes hereunder, Waynes may take the necessary steps to comply.

Purchaser Initials

RESOLUTION NO. 5287-24

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

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

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

Please see attached Bid Tabulation for
Pest Control Annual Contract

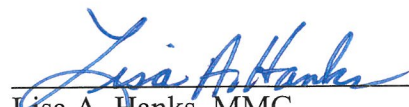
[3] After evaluating the bid proposals with the required bid specifications, Wayne's Pest Control Services, Inc., with a total bid proposal for an annual cost not to exceed \$10,530.48, is now awarded the bid for Pest Control Annual Contract Rebid for the City of Fairhope.

Adopted on this 9th day of December, 2024



Jack Burrell, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5445-25

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

[1] That the City Council approves Contract Amendment No. 1 for (Bid No. 25-008) for Pest Control Annual Contract with Wayne's Pest Control Services LLC with an additional not-to-exceed annual amount of \$2,939.20; and authorizes Mayor Sherry Sullivan to execute contract amendment. The new contract total with a not-to-exceed annual amount of \$13,469.68.

ADOPTED ON THIS 12TH DAY OF MAY, 2025



Jack Burrell, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5497-25

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

[1] That the City Council approves Contract Amendment No. 2 for (Bid No. 25-008) Pest Control Annual Contract with Wayne's Pest Control Services LLC with an additional not-to-exceed annual amount of \$99.00; and authorizes Mayor Sherry Sullivan to execute contract amendment. The new contract total with a not-to-exceed annual amount of \$13,568.68.

ADOPTED ON THIS 14TH DAY OF JULY, 2025


Jack Burrell, Council President

Attest:

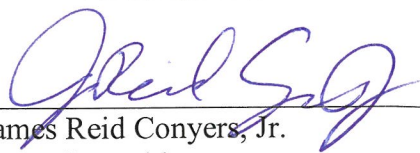

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5680-25

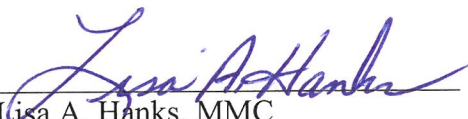
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That Mayor Sherry Sullivan is hereby authorized to execute a contract for Extension No. 1 of (Bid No. 25-008) Pest Control Annual Contract with Wayne's Pest Control Services, LLC per the terms and conditions of the original contract. The annual contract cost is \$13,568.68.

ADOPTED ON THIS 18TH DAY OF DECEMBER 2025


James Reid Conyers, Jr.
Council President

Attest:


Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-784

FROM:	Richard Johnson, City Engineer
	John Thomas, Interim Public Works Director
	Nicole Love, Grants Coordinator
SUBJECT:	The City Engineer, Richard Johnson, has requested to procure a qualified contractor to provide all materials, equipment, labor and incidentals for the construction of a 200 MPH 1st Responder Hurricane Safe Room.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-004-2022-PWI-004 City of Fairhope First Responder's Hurricane Safe Room to Roy Lewis Construction Corporation for a not-to-exceed amount of \$1,891,800.00.

BACKGROUND INFORMATION:

A service bid was issued on February 24, 2026, posted to the City of Fairhope's website, and published in three (3) statewide newspapers and Gulf Coast Media. Eleven (11) responsive bids were received at the bid opening on March 24, 2026 at 2:00 p.m.

The City Engineer recommends the award be made to Roy Lewis Construction Corporation. Their low bid price is One Million Eight Hundred Ninety-One Thousand Eight Hundred Dollars (\$1,891,800.00).

The bid package is located in the Purchasing Office.

Previous Council Action:

Resolution No. 5603-25, adopted by City Council on October 13, 2025, authorized the execution of a Contract with Mark B. Hammond, Architect for Professional Architectural & Engineering Services for a 3rd Peer Review of Design by Adams & Stewart for 2022-PWI 004 HMGP Saferoom (RFQ PS25-037) with a not-to-exceed amount of \$7,000.00.

Resolution No. 5198-24, adopted by City Council on September 23, 2024, awarded (Bid No. 23-057) Request for Proposal - Program Administrative Services for City of Fairhope 1st Responders Safe Room to EnCompass360, Inc., for a total cost not-to-

exceed \$135,204.84.

Resolution No. 5165-24, adopted by City Council on August 26, 2024, authorized execution of contract with Adams Stewart Architects, LLC for Professional Architectural Services for (RFQ PS24-024) for the City of Fairhope 1st Responder Hurricane Safe Room Project with a not-to-exceed amount of \$188,000.00.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
103-55888 Line 10	Capital Projects - Safe Room	\$1,891,800.00	\$1,891,800.00	(\$0.00)

This project is being funded by a 90/10 split through Federal FEMA HMGP (Hazard Mitigation Grant Program) with a total allowable project cost of \$2,704,097.00 (this budgeted expense will be offset by grant revenue in the amount of \$2,433,687.30). The City's portion will be 10% of project costs up to \$270,409.70.

Upon approval of this bid award for Construction of \$1,891,800.00, plus previously approved expenses as follows:

Architectural & Engineering - \$188,000.00

Program Administrative Services - \$135,204.84

3rd Party Peer Review Service - \$7,000.00

The total project costs to date of \$2,222,004.84 are well below budgeted allowable costs of \$2,704,097.00. The City's portion based on project costs to date will be \$222,200.48, which should leave sufficient funding to cover furnishings, appliances and incidentals necessary to complete the project.

Project No.: 2022PWI004 | Project Expense String: 2022PWI004-CONS

GRANT:

FEMA HMGP

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: Treasury to connect Contract to Project No. 2022PWI004.

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for (Bid No. 26-004-2022-PWI-004) for the City of Fairhope First Responder's Hurricane Safe Room.

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

ELIGIBLE BIDDER/CONTRACTOR	License No.	Time Bid Received	Bid Surety	Acknowledge Receipt of Addenda 1-4	Add or Deduct	Base Bid	Adjusted Base Bid	Remarks
Crucible Construction	54542	1:59 PM	X	X	\$ -	\$ 2,043,974.00	\$ 2,043,974.00	
Sycamore Construction, Inc	39434	1:54 PM	X	X	\$ 30,000.00	\$ 2,201,082.00	\$ 2,231,082.00	
Trafco Contracting, Ilc	55371	1:55 PM	X	X	\$ -	\$ 2,080,000.00	\$ 2,080,000.00	
GAF Companies	59581	1:52 PM	X	X	\$ -	\$ 1,972,000.00	\$ 1,972,000.00	Quint Fields noted envelope was opened by him personally.
Empire Builders Group	44829	1:50 PM	X	X	\$ -	\$ 2,293,704.61	\$ 2,293,704.61	
Fairhope Building Company	60931	1:52 PM	X	X	\$ -	\$ 1,986,679.00	\$ 1,986,679.00	
Roy Lewis Construction	8591	1:54 PM	X	X	\$ (63,000.00)	\$ 1,954,800.00	\$ 1,891,800.00	Lowest Bidder
Fulcrum Construction Group	48002	1:48 PM	X	X	\$ (22,200.00)	\$ 2,175,000.00	\$ 2,152,800.00	
Tindle Construction	51512	1:43 PM	X	X	\$ -	\$ 2,040,000.00	\$ 2,040,000.00	
The Green -Simmons Company	38125	1:40 PM	X	X	\$ -	\$ 2,450,000.00	\$ 2,450,000.00	
RH Deas Bldg Co.	57048	1:56 PM	X	X	\$ (102,029.00)	\$ 2,400,000.00	\$ 2,297,971.00	

[3] After evaluating the bid proposals with the required bid specifications, Roy Lewis Construction Corporation is now awarded (Bid No. 26-004-2022-PWI-004) for the City of Fairhope First Responder's Hurricane Safe Room with a bid proposal not-to-exceed \$1,891,800.00.

ADOPTED ON THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Architectural Planning
Interiors, Construction Administration

P.O. Box 529
Robertsdale, AL 36567

251.947.3864
adamsstewart.com

March 25, 2026

City of Fairhope
c/o Mr. Richard Johnson P.E., City Engineer
Richard.johnson@fairhopeal.gov

Re: Bid Recommendation
New Construction - Fairhope First Responder's Hurricane Safe Room
Fairhope, Alabama

Mr. Johnson,

Bid proposals for this project were received on March 24, 2026, at 2:00 pm CST. Eleven (11) General Contractors presented proposals and each of the sealed proposals was opened and read aloud at the specified time and location. Other qualifying bidders did not submit a bid.

Upon reviewing each proposal, Roy Lewis Construction Corporation is the lowest responsible and responsive bidder, with a Total Base Bid of \$1,891,800.00. I have verified that their GC license is in good standing and that their bid limit is classified as "unlimited." There are no "alternates" for consideration in this project.

I recommend the City of Fairhope accept the base bid proposal and award the construction contract to Roy Lewis Construction Corporation in the contract amount of \$1,891,800.00

If you have any questions, please contact me.

Respectfully submitted,

Todd F. Stewart,
Architect, AIA/NCARB
Adams Stewart Architects, LLC

Attachments: Certified Bid Tabulation Sheet

CERTIFIED TABULATION OF BIDS

Architect:
Adams Stewart Architects, LLC
P. O. Box 529
Robertsdale, AL 36567

Project:
City of Fairhope, First Responder's Hurricane Safe Room
Fairhope, AL 36532

Owner:
City of Fairhope
555 South Section Street
Fairhope, AL 36532

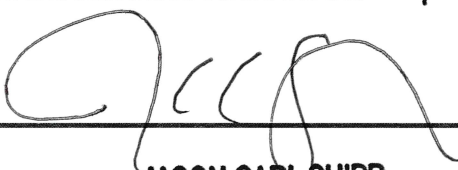
Bid Opening Location: Fairhope City Services and Public Utilities Building
555 South Section Street
Fairhope, AL 36532

AS TABULATED BELOW, BIDS WERE RECEIVED:
DATE: March 24, 2026 TIME: 2:00PM CST

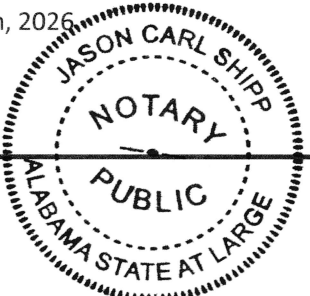
ELIGIBLE BIDDER/CONTRACTOR	License No.	Time Bid Received	Bid Surety	Acknowledge Receipt of Addenda 1- 4	Add or Deduct	Base Bid	Adjusted Base Bid	Remarks
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RH Deas Blding Co.	57048	1:56 PM	X	X	\$ (102,029.00)	\$ 2,400,000.00	\$ 2,297,971.00	

I certify that the above bids were received sealed and were publicly opened and read aloud at the time and place indicated and that this is a true and correct tabulation of all bids received for this project.

Sworn and subscribed before me this 24 day of March, 2026



JASON CARL SHIPP
Notary Public, Alabama State At Large
My Commission Expires August 01, 2026

 L.S.



Architect of Record



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

Requestor: Richard D. Johnson, PE Department: Public Works - Engineering
Project Name: 2022-PWI 004 City of Fairhope HURRICANE SAFE ROOM - FEMA HMGP (Grant)
Project Description: Construction of a 1st Responder Safe Room at the Pecan Building Facility
Project Category: X Bid Professional Service Other:
Budget Amount: \$2,704,097.00 Budget Code: 103-55888 Line 10
Budgeted for Current FY: X Yes No

BID INFORMATION

Bid Duration: Maximum Project Duration: Estimated 365 Calendar Days
Engineer of Record: Adams Stewart Architects (Architects)
Pre-Bid Meeting: No X Yes X Mandatory Non-Mandatory
Scope of Work Provided By: RDJ Contract Extensions: No Yes
Project Manager: Richard D. Johnson, PE (Owner Representative)/ Todd F. Stewart - Architect
Insurance Requirements: Minimum X Maximum
Bonds: X Bid X Performance X Labor & Materials
Related Bids/RF's RFQ PS24-024 and BID NO. 24-057

FORCE ACCOUNT INFORMATION

Force Account Project: No Yes Estimated Amount: Budget Code:

Notes:

SIGNATURES

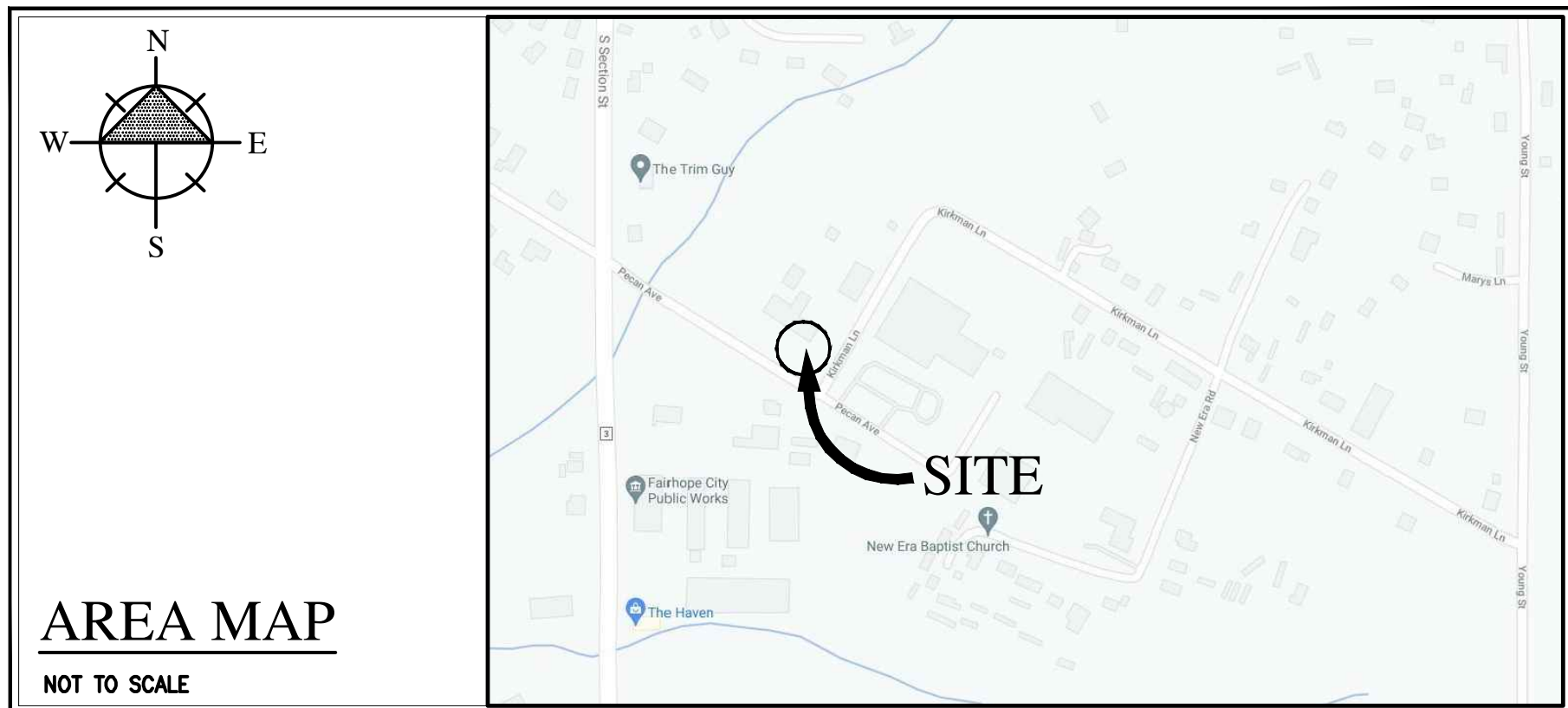
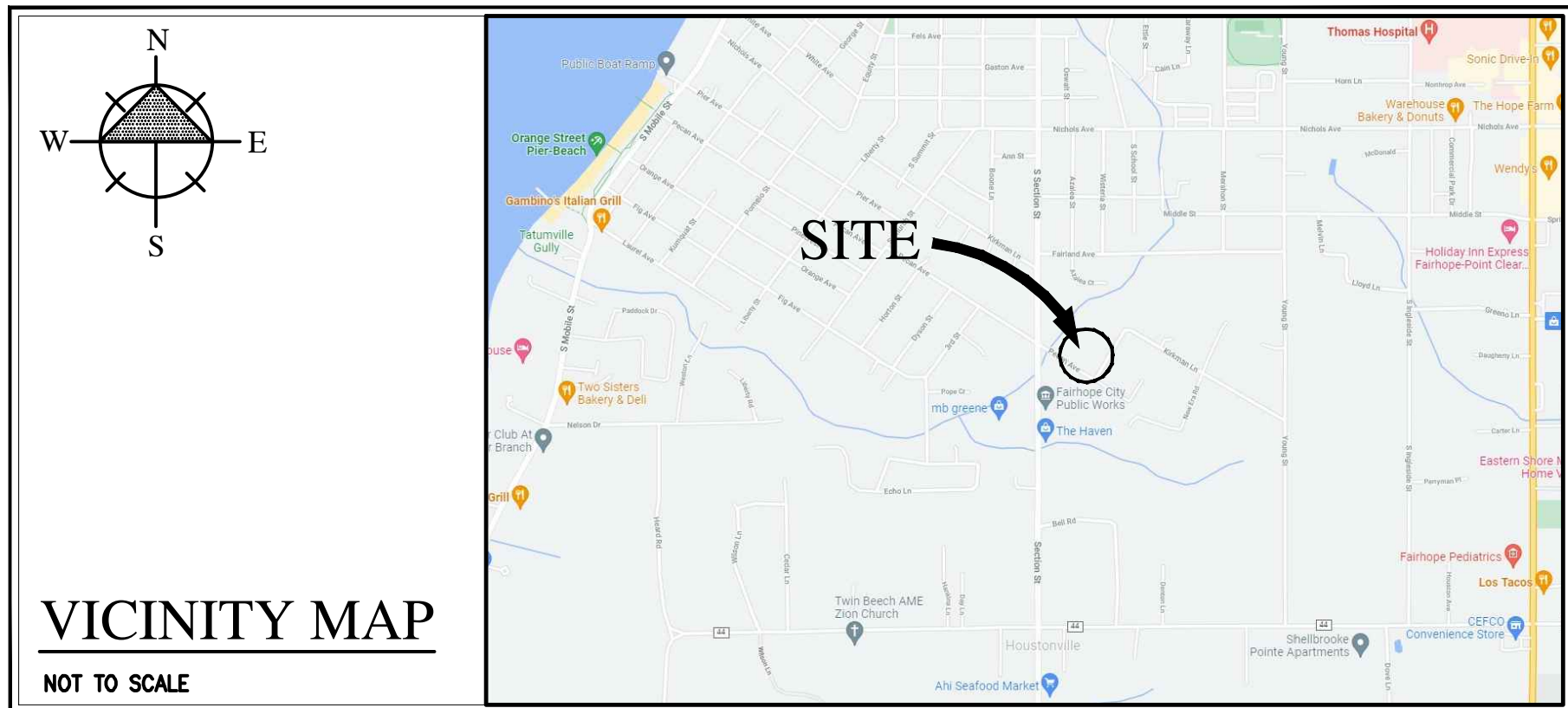
Requestor: Richard D. Johnson, PE Digitally signed by Richard D. Johnson, PE
Date: 2024.12.18 09:43:51 -06'00'
Senior Accountant: Suzanne Doughty
City Treasurer: Kimberly Creech Mayor: Sherry Sullivan

PRELIMINARY GRANT SUBMITTAL DOCUMENTS FOR:
THE CITY OF FAIRHOPE
HURRICANE SAFE ROOM
TBD, PECAN AVENUE
FAIRHOPE. ALABAMA 36532

(LOCATION:
30.508617, -87.899841)



FEMA



DRAWING INDEX

DRAWING NUMBER	
GENERAL	
G100	COVER SHEET & DATA
ARCHITECTURAL	
AS100	ARCHITECTURAL SITE PLAN
AS200	LAND DISTURBANCE/SITE PLAN
A100	FLOOR PLAN
A101	ROOF PLAN
A200	EXTERIOR ELEVATIONS
A300	TYPICAL WALL SECTION

BUILDING DATA

GROSS BUILDING AREA (Including Protection of Openings) = 4,072 sqft
** COMPLETE STRUCTURE IS CONSTRUCTED AS A SAFE ROOM MEETING THE STANDARDS OF FEMA P-361 - 4th Ed. - 2021 AND ICC 500-2020

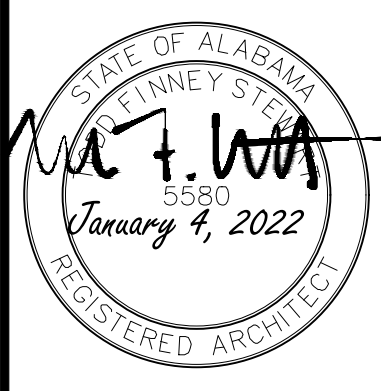
OCCUPANCY CALCULATIONS

SAFE ROOM AREA	GROSS SQFT	FLOOR AREA RATIO	USABLE SQFT	SQFT PER OCCUPANT	OCCUPANCY
Occupied Safe Room Area	4,072 sqft	100%	1556 sqft	20 sqft / Standing / Seated	77(1556 sqft)
				TOTAL OCCUPANTS	77

GENERAL NOTES

- The drawings in this set are not for construction. This preliminary drawing package is for review and informational purposes only. If the grant is awarded, a complete set of construction drawings, signed and sealed by a registered architect and a professional engineer will be provided before actual construction is started.
- The Safe Room is designed for Hurricane Protection and the design wind speed is 200 MPH.
- All final construction drawings and specifications for this project shall be in compliance with the applicable provisions of "FEMA P-361, Fourth Edition, Guidance for Community and Residential Safe Rooms" April 2021 and ICC 500-2020 and will be so stated on the final construction drawings and specifications.
- Do not scale any of the drawings in this set.

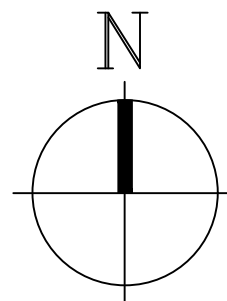
ADAMS ♦ STEWART
ARCHITECTS, LLC
Architecture, Planning, Interiors,
Construction Administration



ISSUE	DATE	DESCRIPTION
1.		

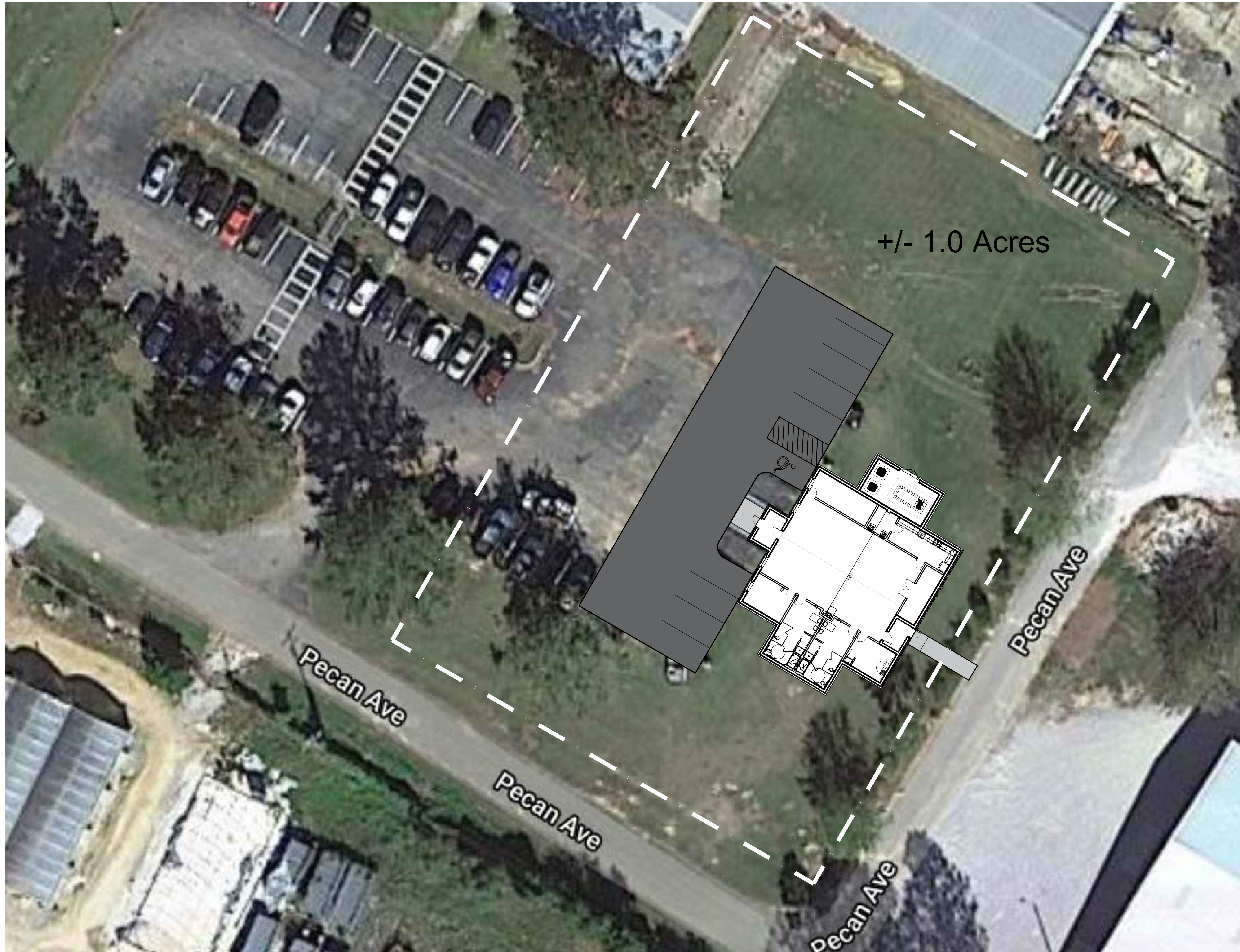
PRELIMINARY GRANT SUBMITTAL DOCUMENTS FOR:
CITY OF FAIRHOPE
1ST RESPONDERS HURRICANE SAFE ROOM
TBD, PECAN AVENUE
FAIRHOPE, ALABAMA 36532

PROJECT NO: 21-039
SHEET NO:
COVER SHEET &
DATA
G100



1

ARCHITECTURAL SITE PLAN
SCALE: 1/16" = 1'



Property Size = +/-1.0 Acres

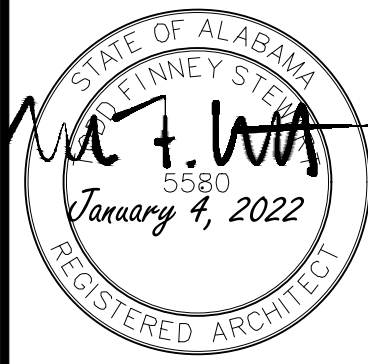
PRELIMINARY GRANT SUBMITTAL DOCUMENTS FOR:
CITY OF FAIRHOPE
1ST RESPONDERS HURRICANE SAFE ROOM
TBD, PECAN AVENUE
FAIRHOPE, ALABAMA 36532

PROJECT NO: 21-039
SHEET NO:
ARCHITECTURAL
SITE PLAN

AS100

ISSUE DATE DESCRIPTION

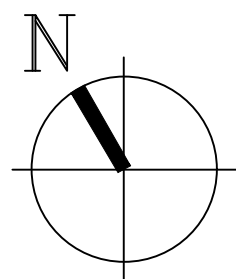
1. 08.09.18



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ARCHITECTS, LLC
Architecture, Planning, Interiors,
Construction Administration

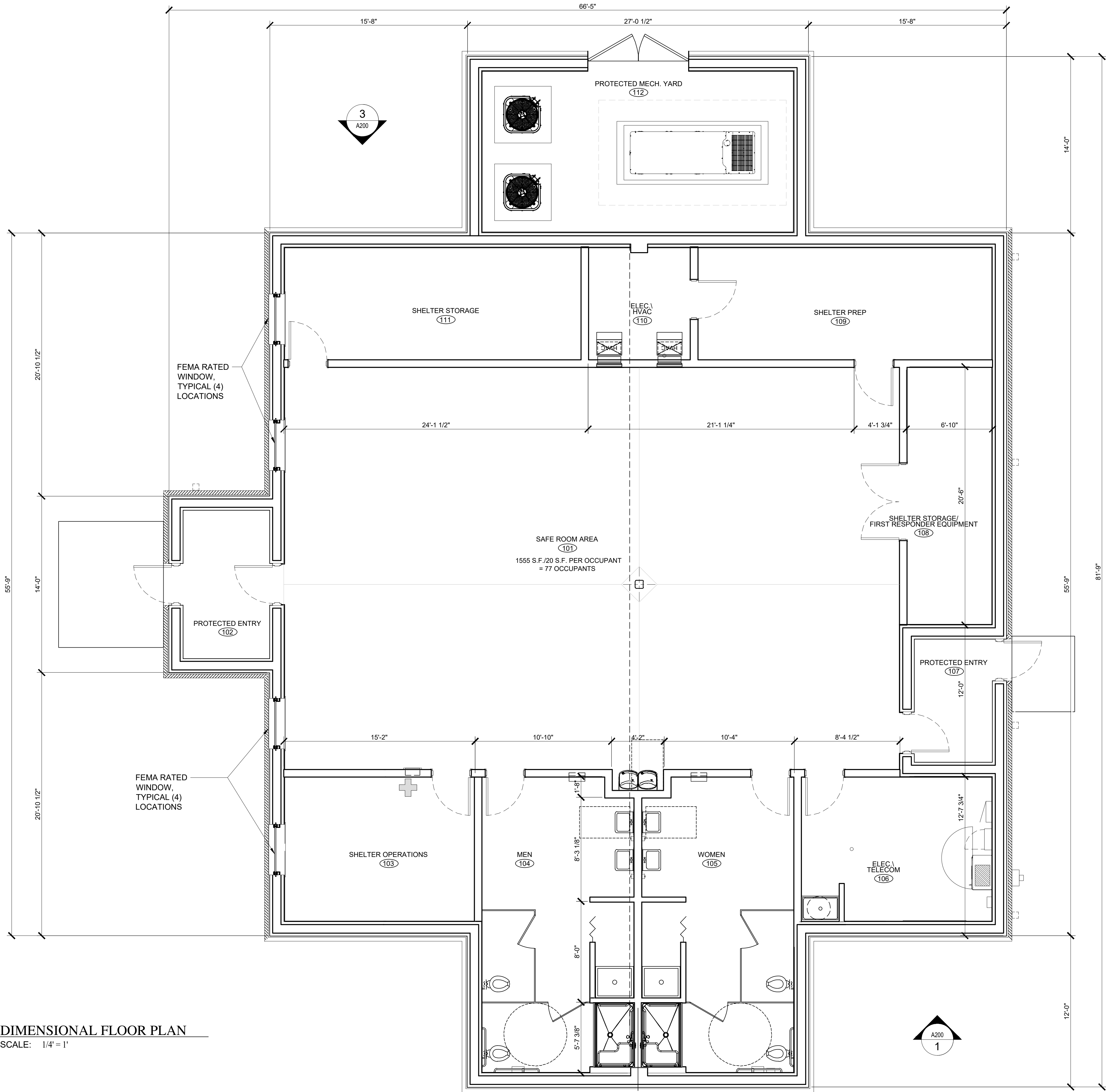
P.O. Box 529
22615 Highway 59 North
Robertsdale, Alabama 36667
Office: 251.947.3864

- Z:\Jobs 2021\21-039 Fairhope AL Hurricane Safe Room\A100 Floor Plan.dwg



1

DIMENSIONAL FLOOR PLAN
SCALE: 1/4" = 1'



PRELIMINARY GRANT SUBMITTAL DOCUMENTS FOR:
CITY OF FAIRHOPE

1ST RESPONDERS HURRICANE SAFE ROOM

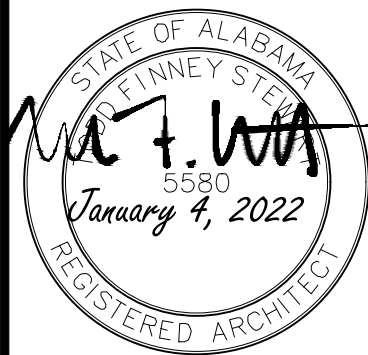
TBD, PECAN AVENUE
FAIRHOPE, ALABAMA 36532

PROJECT NO: 21-039

SHEET NO:

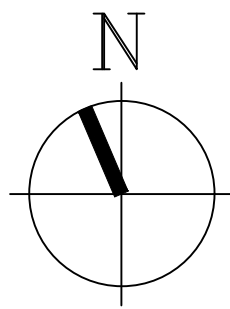
DIMENSIONED FLOOR
PLAN

A100.1

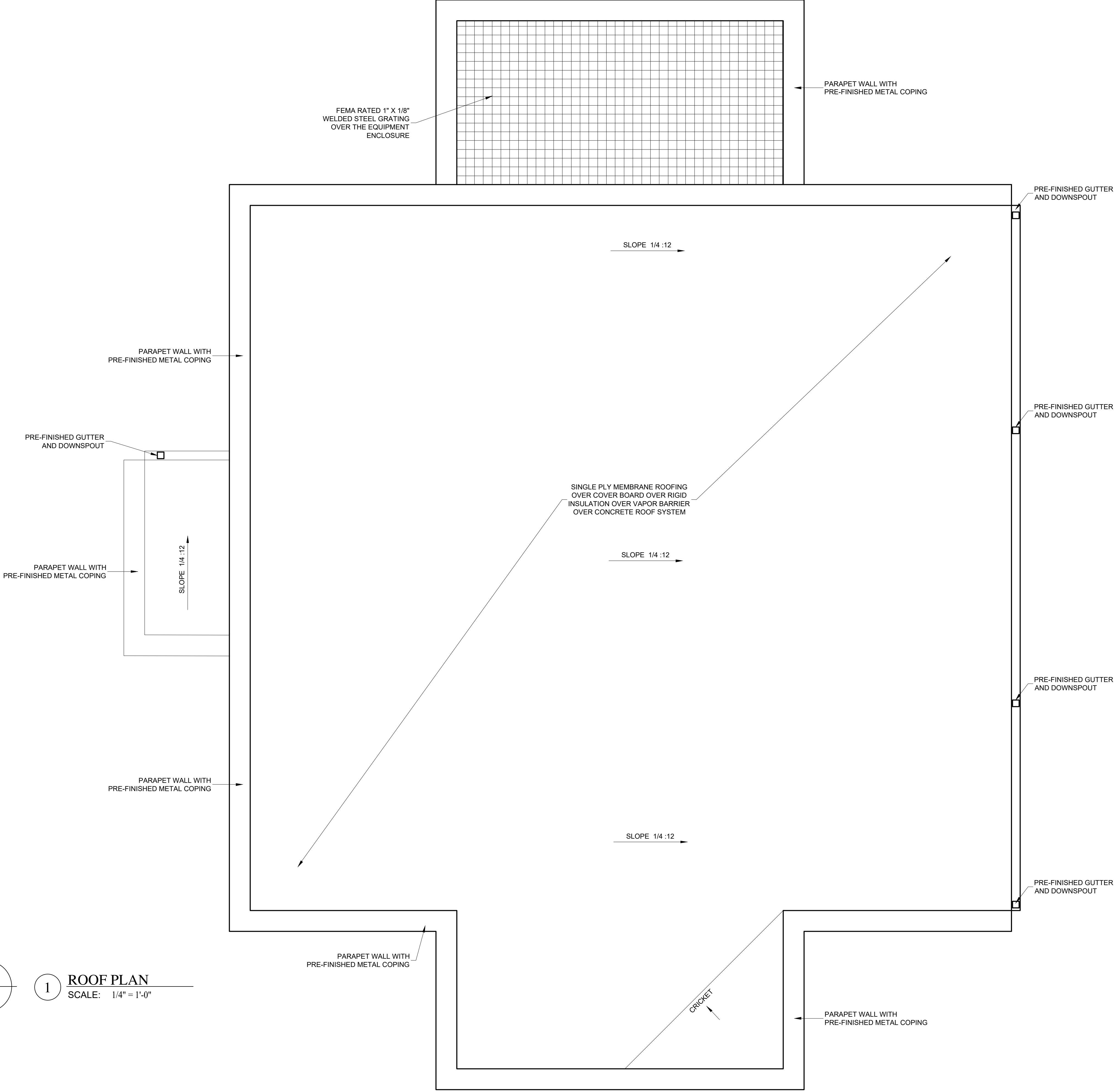


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ARCHITECTS, LLC
Architecture, Planning, Interiors,
Construction Administration

P.O. Box 529
22615 Highway 59 North
Robertsdale, Alabama 36567
Office: 251.947.3864

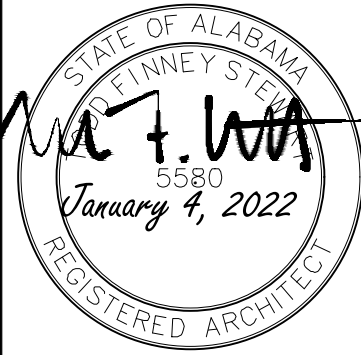


1 ROOF PLAN
SCALE: 1/4" = 1'-0"



PRELIMINARY GRANT SUBMITTAL DOCUMENTS FOR:
CITY OF FAIRHOPE
1ST RESPONDERS HURRICANE SAFE ROOM
TBD, PECAN AVENUE
FAIRHOPE, ALABAMA 36532

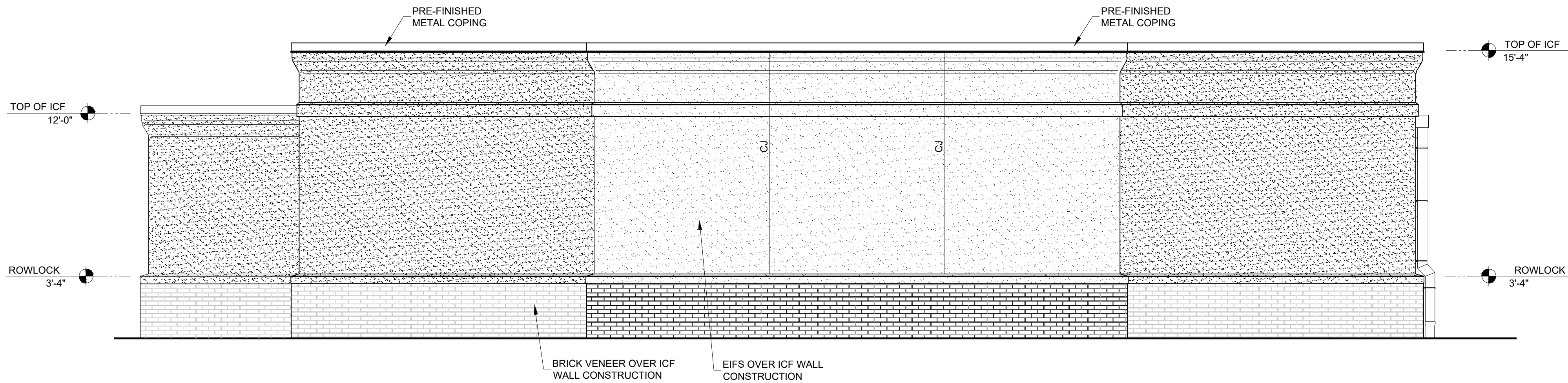
PROJECT NO: 21-039
SHEET NO:
ROOF PLAN
A101



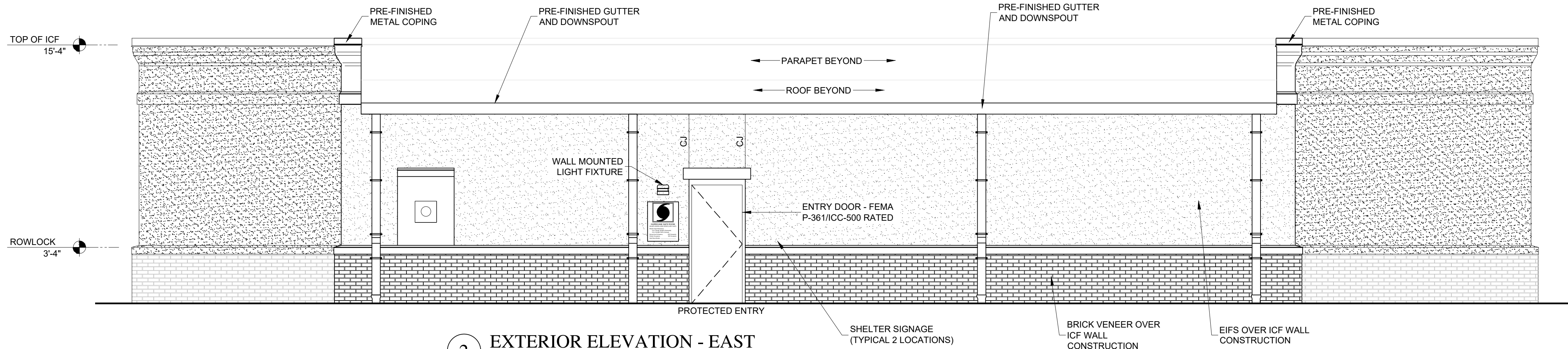
ISSUE	DATE	DESCRIPTION
1.	08.08.18	

ADAMS ♦ STEWART
ARCHITECTS, LLC
Architecture, Planning, Interiors,
Construction Administration

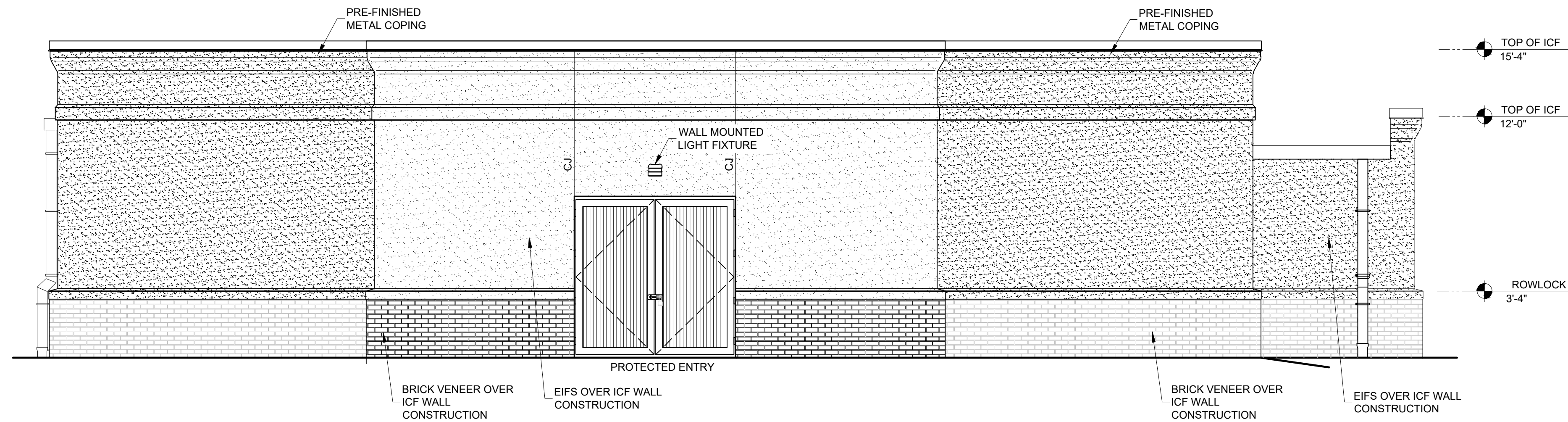
P.O. Box 529
22615 Highway 59 North
Robertsdale, Alabama 36667
Office: 251.947.3864



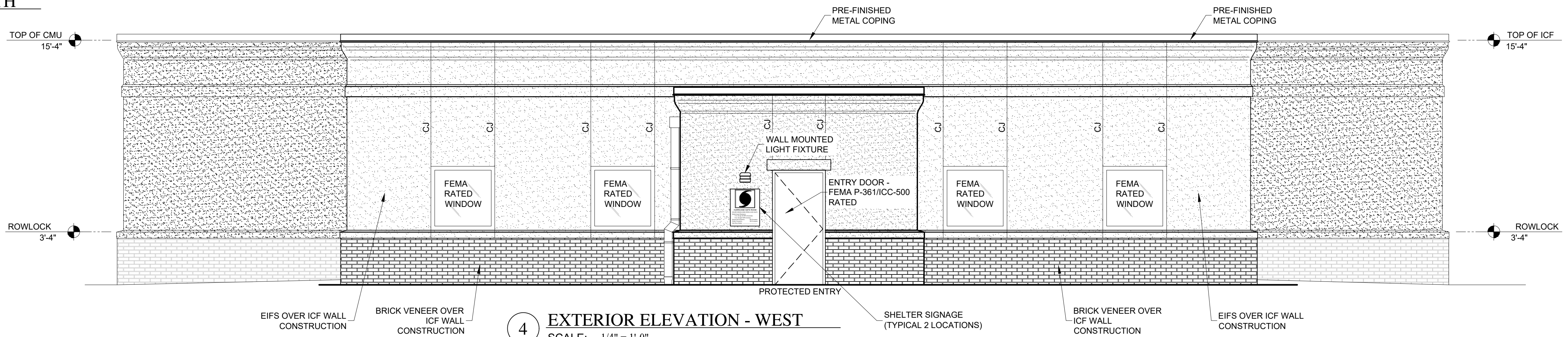
1 EXTERIOR ELEVATION - SOUTH
SCALE: 1/4" = 1'-0"



2 EXTERIOR ELEVATION - EAST
SCALE: 1/4" = 1'-0"

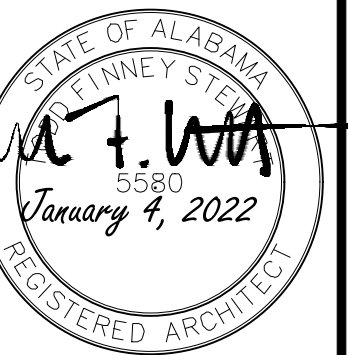


3 EXTERIOR ELEVATION - NORTH
SCALE: 1/4" = 1'-0"



4 EXTERIOR ELEVATION - WEST
SCALE: 1/4" = 1'-0"

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ARCHITECTS, LLC
Architecture, Planning, Interiors,
Construction Administration



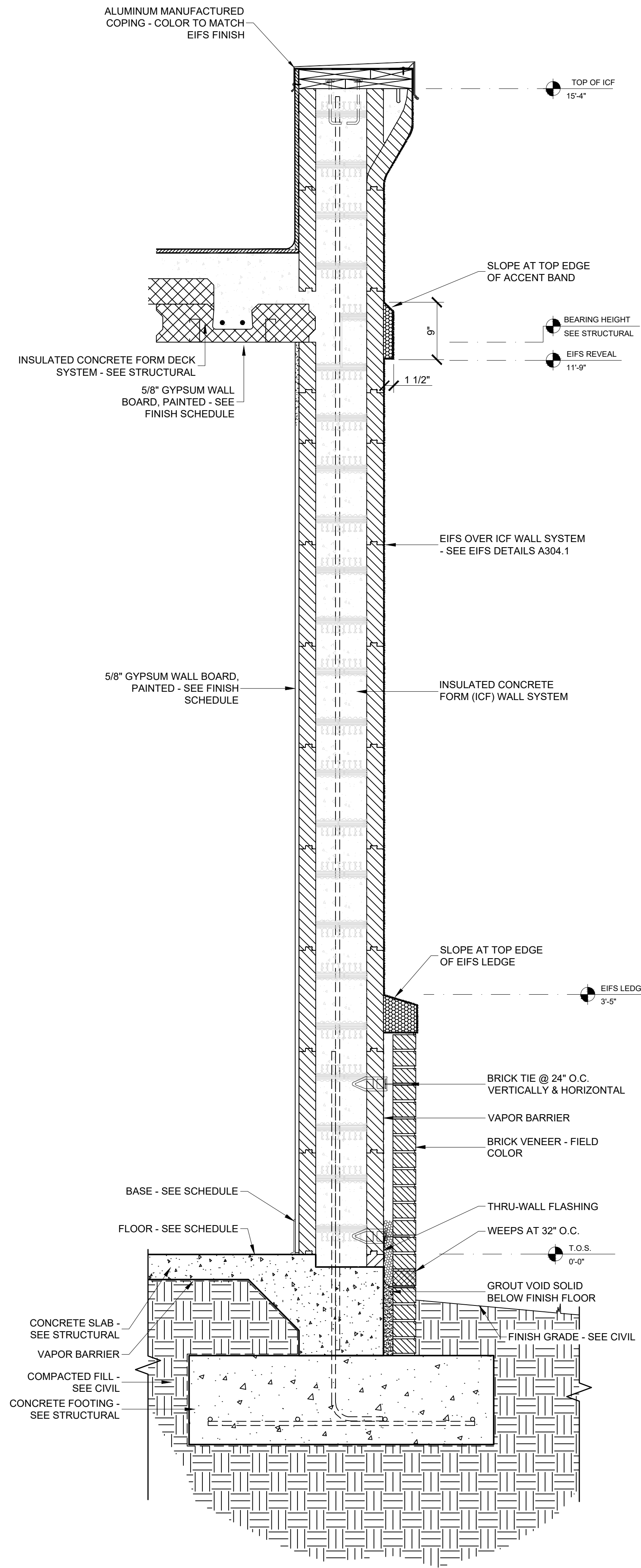
ISSUE	DATE	DESCRIPTION
1.		

PRELIMINARY GRANT SUBMITTAL DOCUMENTS FOR:
CITY OF FAIRHOPE
1ST RESPONDERS HURRICANE SAFE ROOM
TBD, PECAN AVENUE
FAIRHOPE, ALABAMA 36532

PROJECT NO: 21-039
SHEET NO:
EXTERIOR
ELEVATIONS

A200

P.O. Box 529
22615 Highway 59 North
Robertsdale, Alabama 36567
Office: 251.947.3864

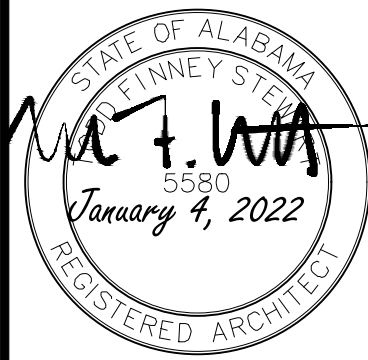


1 TYPICAL WALL SECTION
SCALE: 1" = 1'-0"

PRELIMINARY GRANT SUBMITTAL DOCUMENTS FOR:
CITY OF FAIRHOPE
1ST RESPONDERS HURRICANE SAFE ROOM
TBD, PECAN AVENUE
FAIRHOPE, ALABAMA 36532

PROJECT NO: 21-039
SHEET NO:
EXTERIOR WALL
SECTIONS

A301.1



ADAMS ♦ STEWART
ARCHITECTS, LLC
Architecture, Planning, Interiors,
Construction Administration

P.O. Box 529
22615 Highway 59 North
Robertsdale, Alabama 36567
Office: 251.947.3864

PRF - FEMA Safe Room

Final Audit Report

2024-12-18

Created:	2024-12-18
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAdAL4Ee1-nBtNPipQGyimd-RfwBWxFOPc

"PRF - FEMA Safe Room" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
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-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2024-12-18 - 4:26:55 PM GMT
-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2024-12-18 - 5:00:40 PM GMT
-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2024-12-18 - 5:01:30 PM GMT - Time Source: server
-  Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2024-12-18 - 5:01:32 PM GMT
-  Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
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-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2024-12-18 - 5:55:54 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2024-12-18 - 7:38:44 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2024-12-18 - 7:39:03 PM GMT - Time Source: server
-  Agreement completed.
2024-12-18 - 7:39:03 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-773

FROM:	Stephanie Hollinghead, Chief of Police
SUBJECT:	Memorandum of Understanding between the Alabama Enforcement Agency (ALEA), and the City of Fairhope Police Department pursuant to Section 36-21-49, Code of Alabama 1975. The purpose of this agreement is to establish a joint multi-agency working group known as the Alabama Internet Crimes Against Children Task Force.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

That the City Council adopts Resolution authorizing Mayor Sherry Sullivan to execute a Memorandum of Agreement between the Alabama Law Enforcement Agency and the City of Fairhope Police Department to establish a joint multi-agency working group known as the Alabama Internet Crimes Against Children Task Force.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute a Memorandum of Agreement between the Alabama Law Enforcement Agency and the City of Fairhope Police Department to establish a joint multi-agency working group known as the Alabama Internet Crimes Against Children Task Force.

ADOPTED ON THIS 13TH DAY OF APRIL, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Memorandum of Agreement
Between
The Alabama Law Enforcement Agency
Internet Crimes Against Children Unit
And
The Fairhope Police Department

This Agreement is entered into by and between the Alabama Law Enforcement Agency ("ALEA") and the Fairhope Police Department ("affiliate" or "affiliate agency") pursuant to Code of Alabama, 1975, § 41-19-10(e).

I. Purpose:

The purpose of this Agreement is to establish a joint multi-agency working group between ALEA and the Fairhope Police Department intended to combat the exploitation of children by using the Internet or other electronic means. This working group will be known as the Alabama Internet Crimes Against Children ("ICAC") Task Force.

II. Period of Performance:

This Agreement shall be effective upon signature of all parties and will continue in effect for a term no longer than four (4) years. Either party may terminate this Agreement for any reason by providing thirty (30) days' written notice to the other party.

III. Standard Terms and Conditions:

Any amendment to this Agreement shall be made in writing and will become effective upon the signature of all parties.

Failure of either party to abide by and comply with the terms and conditions of this Agreement shall provide grounds for immediately terminating this Agreement. Should a party default on its obligations under this Agreement, the other party may give written notice to the defaulting party of the nature of the default and the expected remedy. The defaulting party shall respond in writing within ten (10) days of receiving the written notice of default; however, this provision shall in no way limit a party from seeking immediate termination for default.

The parties hereto are separate and distinct entities. The relationship established herein is purely contractual. Employees of the parties are not

considered to be officers, agents, volunteers, or employees of the other party, and each party takes responsibility only for the acts and omissions of its employees.

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 to file a claim with the Alabama Board of Adjustment. For any and all other disputes arising under the terms of this Agreement which negotiation does not resolve, 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.

If any provision of this Agreement is declared void, unenforceable, or against public policy, or if any provision shall contravene any state or federal statute or constitutional provision or amendment, either now in effect or which may be enacted during the course of the Agreement, the provision shall be modified to reflect the parties' intention(s) and all remaining provisions shall remain in full force and effect. Invalidity or unenforceability of any part or portion of this Agreement will not invalidate the remainder of the Agreement, and the remaining portions shall remain in full force and effect, deemed to be written, construed, and enforced as so limited. In any event, this Agreement will be interpreted as far as possible to give effect to the parties' intent.

It is agreed the terms, conditions, and commitments contained herein shall not be constituted a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment XXVI.

This Agreement is subject to the appropriation of funds to ALEA to fulfill obligations laid out herein and will be subject to termination if such funds cease to be available. Should funding or service requirements relative to any executed agreements be altered, those agreements may be amended accordingly. In the event of the proration of the fund from which payment under any agreement is to be made, that agreement will be subject to termination. Each party agrees to use its best efforts to secure sufficient appropriations to fund any executed agreement. However, ALEA's obligations under any executed agreement will cease immediately without penalty or further payment being required if the Alabama Legislature fails to make a sufficient appropriation. ALEA will determine whether amounts appropriated are sufficient. ALEA will give the other party written notice of insufficient funding as soon as practicable after becoming aware of the insufficiency, and ALEA's obligation to perform will immediately cease.

This Agreement shall be governed by the laws of Alabama as to interpretation, construction, and performance. Compliance hereunder will be performed in accordance with applicable state and federal law, statutes, provisions, and regulations, as well as any federal court orders that pertain to ALEA and/or the State of Alabama to which ALEA is required to adhere.

The parties hereto understand and agree this Agreement shall not be assigned to any other person, group, organization, department, agency, entity, etc., without ALEA's express written approval. Any such approval shall not be considered a waiver by either party.

The terms and provisions of this Agreement shall apply to and be binding upon and inure to the benefit of the parties hereto. Failure of either party to insist upon strict compliance with the Agreement's terms and conditions or strict performance hereunder shall not constitute or be construed as a waiver or relinquishment of either party's right to enforce the same in accordance with the Agreement. Any waiver of the terms of this Agreement shall be invalid unless such waiver is in writing and signed by the waiving party. A waiver in one instance shall not be deemed a continuing waiver unless expressly stated in writing and signed by the waiving party. The parties are responsible for total performance.

Notwithstanding any provision of this Agreement and any incorporations or amendments hereto, the parties do not release or waive, expressly or impliedly, their right to assert sovereign immunity or any other affirmative defense/right they may have under the law.

The parties agree and hereby acknowledge that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act, as amended. By signing this Agreement, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within Alabama. Furthermore, a contracting party found to have violated this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

In compliance with Ala. Act 2016-312, the affiliate agency 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 this state can enjoy open trade.

In compliance with Ala. Act 2023-409, by signing this Agreement, the affiliate agency provides written verification that the affiliate agency, without violating controlling law or regulation, does not and will not, during the term of

the Agreement engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.

The parties acknowledge and understand this Agreement is not effective until it receives all requisite approvals, and that service/performance shall not begin until this Agreement is fully executed. This Agreement shall take effect immediately upon signature of the parties.

This Agreement shall constitute the entire agreement of the parties, and there are no other promises or conditions, oral or written, unless the parties otherwise mutually agreed upon those promises or conditions in writing.

IV. Jurisdiction:

The ICAC Task Force is a statewide Task Force; however, the principal sites of task force activity by the affiliate agency will be within the jurisdictional areas of the respective members’ law enforcement agency, consistent with the level of membership of that law enforcement agency and statutes governing mutual aid. Nothing in this Agreement shall otherwise limit or enhance the jurisdiction and powers normally possessed by an employee as a member of the employee’s agency.

V. Records, Reports and Presentations:

- The parties will coordinate and forward information through the ICAC Task Force, or as directed, to the Office of Juvenile Justice Delinquency Prevention (“OJJDP”).
- The U.S. Department of Justice Internet Crimes Against Children Task Force Review Board reviews proposed undercover operations for compliance with federal guidelines. If applicable, each party to this Agreement must submit a brief report to the Board listing all current undercover online operations. Any additional online undercover operations to be developed must be approved as outlined in the ICAC Task Force Program Guidelines.
- No later than the 10th day of each month, the affiliate agency will submit a monthly activity report pertaining to ICAC cases to ALEA for consolidation and reporting to OJJDP.
- As directed by ALEA, the affiliate agency shall maintain information necessary to enable compliance with this Agreement and any other federal grant guideline subject to this operation, as well as any ICAC Review Board recommendations.
- All records, reports, and presentations shall be consistent with grant guidelines and approved ALEA/ICAC protocols and procedures.

VI. OJJDP Internet Crimes Against Children Task Force Program Guidelines:

The parties to this Agreement acknowledge that they received and reviewed the attached OJJDP ICAC Task Force Program (Operational and Investigative Standards) Guidelines which are hereby incorporated by reference. These guidelines specify how the parties may conduct ICAC Task Force investigations, and by entering into this Agreement, the parties agree to abide by all covenants, restrictions, limitations, and guidelines contained therein and conduct all investigations in accordance thereto.

VII. Equipment and Training:

When funding is available, ALEA may provide limited training and equipment. Any equipment provided pursuant to this Agreement shall only be used for ICAC investigations. All Task Force affiliates will have access to ICAC training through Fox Valley Technical College ("FVTC"), which currently provides free tuition and lodging to investigators chosen for a class. However, due to budget constraints, FVTC reserves the right to terminate free tuition and lodging without notice. The affiliate agency must cover all other expenses. Any other expenses must be coordinated and receive prior approval from the ALEA ICAC Task Force Commander.

Any and all equipment provided to the affiliate agency remains property of ALEA. The affiliate agency shall maintain any and all equipment in good repair and will also maintain an inventory of all said equipment.

VIII. Failure to Follow Agreement Guidelines:

Any affiliate agency who fails to follow any of the above-stated guidelines and/or ICAC Operational and Investigative Standards as determined by ALEA will be deemed to have violated the Agreement and shall be subject to termination pursuant to the terms outlined therein. Any equipment issued by ALEA, including a copy of the equipment inventory, shall be immediately returned to ALEA.

(Intentionally Left Blank)

IN WITNESS WHEREOF, and as evidenced by their authorized signatures, the Alabama Law Enforcement Agency and the Fairhope Police Department agree to the conditions of this Agreement as set forth above.

Hal Taylor, Secretary
Alabama Law Enforcement Agency

Sherry Sullivan, Mayor
City of Fairhope Police Department

Date

Date

Approved as to form:

Legal Counsel
Alabama Law Enforcement Agency



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-789

FROM:	Jeff Montgomery, IT Director
	Stephanie Hollinghead, Chief of Police
SUBJECT:	The Director of Information Technology, Jeff Montgomery, is requesting the procurement of the installation of fiber optic cabling at the Police Facility.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the procurement of the renewal of the installation of fiber optic cabling at the Police Facility from Network Cabling Services, Inc. This procurement is exempt based on Code of Alabama 1975, Section 41-16-51(15). The total amount not-to-exceed \$2,950.00.

BACKGROUND INFORMATION:

The Director of Information Technology, Jeff Montgomery, is requesting the procurement of the installation of fiber optic cabling at the Police Facility from Network Cabling Services, Inc.

The services will include:

- CAT6 Cable to be supported above the ceiling using J-Hooks every 5' attached to the permanent building structure via appropriate hardware.
- CAT6 PVC 250 MHz Compliant Cable
- CAT6 cable to be terminated at the location outlet with a CAT6 jack. (Color depending on Customer). To include: Wall locations will utilize a flush-mounted face plate; WAP locations will utilize a 1-port surface-mount box; Cubicle furniture locations will utilize a 4-port modular furniture face plate.
- All CAT6 will homerun to their respective termination rooms
- 911 Operations Room. To include: (1) 6F Single Panel housing; (1) ReadySpec Back-Board;
- MDF. To include: (1) 6F Single Panel housing; (4) 30' LC:LC:OS2 Jumpers; (2) 5' LC:LC:OS2 Jumpers
- Labeling. To include: Face plates to signify TR/Room/Patch Panel/Port; Patch Panel to signify Patch Panel/ Port; Fiber cable to have wrap-around labels at each termination point (Strand Count/Type/Room From/Room To); Fiber LIU (Strand Count/Type/Room From/Room To)

- Testing. To include: CAT6 to be Certified with a Level 5 Fluke DSX; Fiber to be certified with a Level 5 Fluke DSX with fiber modules
- Warranty - NCS will warranty all labor and materials for a period of 1 year from the date of acceptance of the system. 25 Year Manufacturer Warranty.

The total amount not-to-exceed Two Thousand Nine Hundred Fifty Dollars (\$2,950.00).

The procurement is exempt based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15) *Contractual services and purchases related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.*

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001150-50475 Line 10	Police - Capital Improvements	\$2,950.00	\$2,950.00	\$0.00

Project No.: 2026POL001 | Project Expense String: 2026POL001-CONS

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to approve the procurement of the installation of fiber optic cabling in the Police Facility from Network Cabling Services, Inc.; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(15). The cost will not-to-exceed \$2,950.00.

ADOPTED ON THIS 13TH DAY OF APRIL, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



NETWORK CABLING SERVICES, INC.

3720 North Pace Blvd. – Pensacola, FL - 32505

Phone: 850-941-4200

Email: dmartin@ncscabling.com

Fairhope Police Station 911 Call Center Expansion Project

3/24/2026

SCOPE OF WORK

NCS will provide the labor and materials for the successful completion of a Structured Cabling installation at the Fairhope Police Station.

- ❖ CAT6 Cable to be supported above the ceiling using J-Hooks every 5' attached to the permanent building structure via appropriate hardware.
- ❖ CAT6 PVC 250 MHz Compliant Cable
- ❖ CAT6 cable to be terminated at the location outlet with a CAT6 jack. (Color depending on Customer)
 - Wall locations will utilize a flush-mounted face plate
 - WAP locations will utilize a 1-port surface-mount box
 - Cubicle furniture locations will utilize a 4-port modular furniture face plate
- ❖ All CAT6 will homerun to their respective termination rooms
- ❖ 911 Operations Room
 - (1) 6F Single Panel housing
 - (1) ReadySpec Back-Board
- ❖ MDF
 - (1) 6F Single Panel housing
 - (4) 30' LC:LC:OS2 Jumpers
 - (2) 5' LC:LC:OS2 Jumpers
- ❖ Labeling
 - Face plates to signify TR/Room/Patch Panel/Port
 - Patch Panel to signify Patch Panel/ Port
 - Fiber cable to have wrap-around labels at each termination point
 - Strand Count/Type/Room From/Room To
 - Fiber LIU
 - Strand Count/Type/Room From/Room To
- ❖ Testing
 - CAT6 to be Certified with a Level 5 Fluke DSX
 - Fiber to be certified with a Level 5 Fluke DSX with fiber modules
- ❖ Warranty
 - NCS will warranty all labor and materials for a period of 1 year from the date of acceptance of the system.
 - 25 Year Manufacturer Warranty

Structured Cabling

\$2950.00

Should Network Cabling Services, Inc. be required to obtain the services of an attorney to collect any sums which may be due under this contract and which are not paid, the Network Cabling Services, Inc.

shall be entitled to all reasonable attorney's fees on behalf of their counsel in bringing or enforcing any of their rights under this agreement, said fees to include Court costs and interest, and shall include cost and attorney's fees for appellate work.

All pricing is good for 30 days. If a change order is not accepted in writing within this period, all wire, PVC products, and all steel/metal products will have to be reprised at invoice plus markup for profit and overhead. This is a result of the continuously rising cost of these materials.

Due to the volatile market, to save all parties involved (Owner, General Contractor, Electrical Contractor, and NCS/Network Cabling Services, Inc.) and the added cost associated with the continuously rising cost of all copper wire. Network Cabling Services, Inc. reserves the right (if approved by Owner/General Contractor) to purchase the wire and store it on site in a storage container provided by NCS. NCS would then ask to be paid within the first 30 days of the contract for this wire purchase. If not accepted by (Owner/General Contractor), NCS would then have the right to re-price all wire at invoice cost plus mark-up of profit and overhead at the time of wire purchase. We at NCS feel that this is the best solution for all parties involved (General Contractor, Electrical Contractor, and NCS), but mainly the Owner.

Network Cabling Services, Inc. shall be entitled to a finance charge of 1 ½% per month on the unpaid balance of any amounts which are not paid within 30 days after the due date herein.

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 the above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. No contingencies have been made for strikes, accidents, or delays beyond our control. The owner is to carry fire, tornado, theft, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Printed Name

Authorized Signature

Date

***Note: This proposal may be withdrawn by us if not accepted within 30 days.**

Thank you for the opportunity,

David Martin
Project Manager

Mayor and Council,

I am writing to inform you of a planned infrastructure project within the Police Department and to document the rationale for proceeding under an exemption to the Alabama Competitive Bid Law.

The city intends to install fiber optic cabling within the secure area of our police facility to directly connect the new planned dispatch center to the main police network core. This connection will carry Criminal Justice Information Services (CJIS) data and is a critical component of the Police Department's internal communications and operational systems.

Unlike typical fiber projects involving public rights-of-way or general construction, this installation will occur entirely within a restricted-access law enforcement environment. The work necessarily involves identifying and utilizing specific internal cable pathways, network access points, and system interconnections that are integral to secure police operations.

Public advertisement and competitive bidding of this project would require disclosure of sensitive information related to the Police Department's internal network infrastructure, including routing, connection points, and system design. Such disclosure could create security vulnerabilities and increase the risk of unauthorized access to systems that support law enforcement activities and protected CJIS data.

Based on these factors, this project is being classified as exempt from the competitive bid requirements pursuant to Ala. Code § 41-16-51 and applicable interpretations recognizing exceptions where compliance with the bid process would compromise public safety or security.

This approach is consistent with the need to safeguard sensitive law enforcement infrastructure while ensuring the reliability and integrity of the City's dispatch and communications systems.

Please let me know if you have any questions or would like additional information.

Respectfully,
Jeff Montgomery
Director of Information Technology



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: Jeff Montgomery

Date: 03/25/26

Department: IT

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

*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>NCS</u>	\$ <u>2950.00</u>
2. <u>Click or tap here to enter text.</u>	\$ <u></u>
3. <u>Click or tap here to enter text.</u>	\$ <u></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? NCS
2. What is the total cost of the item or service? 2950.00
3. How many do you need? Click or tap here to enter text.
4. Item or Service Is: ☐ New ☐ Used ☐ Replacement ☒ Annual Request
5. Vendor Name (Lowest Quote): NCS
6. Vendor Number: 6119

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? ☒ Yes ☐ No ☐ Emergency Request
2. If budgeted, what is the budgeted amount 7000
3. Budget code: 001150-50475

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-787

FROM:	Pat White, Parks and Recreation Director
SUBJECT:	The Director of Parks & Recreation, Pat White, has requested to procure a qualified contractor to provide Lesco CarbonPro-G or Equivalent for the Barnwell Youth Football Fields.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-036-2026-REC-100 Barnwell Youth Football Improvements – Lesco CarbonPro-G or Equivalent to SiteOne Landscape Supply, LLC for a not-to-exceed amount of \$7,185.00.

BACKGROUND INFORMATION:

A bid was issued on March 13, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. One (1) responsive bid was received at the bid opening on March 25, 2026, at 10:30 a.m.

The Director of Parks & Recreation recommends the award be made to SiteOne Landscape Supply, LLC. Their low bid price for the Lump Sum Cost was as follows:
Lump Sum Price: \$7,185.00
Estimated delivery date for materials: 5 days ARO (After Receipt of Order)

Their low bid response price was Seven Thousand One Hundred Eighty-Five Dollars (\$7,185.00).

The bid package is located in the Purchasing Office.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001250-50475-100	Recreation - Capital Projects	\$7,185.00	\$7,185.00	\$0.00

Project No.: 2026REC100 | Project Expense String: 2026REC100-CONS
FY2026 total project budget of \$150,000.00. Impact Fees will be used to fund this project.

2026REC100 - Barnwell Youth Football Improvements Project Budget History:

\$150,000.00 Original Budget

\$ (9,221.00) Trf to Pavilion Project 2026REC180 - Res.
No. 5724-26 (02/09/26)

\$(39,617.00) Vinyl Fencing - Res. No. 5738-26
(02/19/26)

\$ (7,889.79) Irrigation Materials - Res. No. 5772-26
(03/23/26)

\$(41,022.00) TifTuf Bermuda Grass - Res. No. 5773-26
(03/23/26)

\$ (7,185.00) *Lesco CarbonPro-G Soil Amendment -
Pending Approval of Agenda Item 2026-
787*

\$45,065.21 Remaining Project Budget to Date

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bid for (Bid No. 26-036-2026-REC-100) for Barnwell Youth Football Improvements – Lesco CarbonPro-G or Equivalent for the City of Fairhope Recreation Department.

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

Barnwell Youth Football Improvements
Lesco CarbonPro-G or Equivalent

[3] After evaluating the bid proposals with the required bid specifications, SiteOne Landscape Supply, LLC, with a bid proposal not-to-exceed \$7,185.00, is now awarded the bid for Barnwell Youth Football Improvements – Lesco CarbonPro-G or Equivalent.

ADOPTED ON THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
 Bid 26-036-2026-REC-100 Barnwell Youth Football Improvements - Lesco CarbonPro-G or Equivalent
 Due: March 25, 2026 at 10:30 A.M.

			SiteOne Landscape Supply					
Bid Documents Signed (Y/N)			YYY					
Description	Unit of Measure	Quantity (bags)	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Lesco CarbonPro-G or Equivalent 40 lb. bag	40 Lb. bag	250	\$28.74	\$7,185.00				
Bidding a Proposed Equivalent			Check: Yes ___ No <u>X</u>		Check: Yes ___ No ___		Check: Yes ___ No ___	
Equivalent Specifications Must be Provided (if applicable)			Check: Yes ___ No ___		Check: Yes ___ No ___		Check: Yes ___ No ___	
Number of Days for Delivery			5 days					

Recommendation:

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

Signature

Pat White, Director of Parks and Recreation

Signature

Erin Wolfe, Purchasing Manager



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

Requestor: Pat White Department: Recreation
Project Name: 2026-REC 100 Barnwell Youth Football Improvements
Project Description: Sod, irrigation, etc...
Project Category: ☒ Bid ☐ Professional Service ☐ Other: _____
Budget Amount: \$110,383.00 Budget Code: 1250/50475
Budgeted for Current FY: ☒ Yes ☐ No

BID INFORMATION

Bid Duration: _____ Project Duration: _____
Engineer of Record: _____
Pre-Bid Meeting: ☐ No ☐ Yes ☐ Mandatory ☐ Non-Mandatory
Scope of Work Provided By: _____ Contract Extensions: ☐ No ☐ Yes
Project Manager: _____
Insurance Requirements: ☐ Minimum ☐ Maximum
Bonds: ☐ Bid ☐ Performance ☐ Labor & Materials
Related Bids/RF's _____

FORCE ACCOUNT INFORMATION

Force Account Project: ☐ No ☐ Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor:  Senior Accountant: Suzanne Doughty 01/06/26
City Treasurer: Kimberly Creech Mayor: Sherry Sullivan

PRF - Barnwell Youth Football Improvements - Corrected

Final Audit Report

2026-03-03

Created:	2026-02-13
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATPKtAnm_Phja_PtXmeMuWtO8vTRrTWgk

"PRF - Barnwell Youth Football Improvements - Corrected" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-02-13 - 8:00:47 PM GMT
-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2026-02-13 - 8:01:10 PM GMT
-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2026-02-13 - 8:01:20 PM GMT
-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2026-02-13 - 8:03:55 PM GMT - Time Source: server
-  Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2026-02-13 - 8:03:56 PM GMT
-  Email viewed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
2026-02-13 - 8:04:16 PM GMT
-  Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2026-03-03 - 9:02:26 PM GMT - Time Source: server
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-03-03 - 9:02:28 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-03-03 - 9:02:39 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-03-03 - 9:06:33 PM GMT - Time Source: server

✔ Agreement completed.

2026-03-03 - 9:06:33 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-790

FROM:	Pat White, Parks and Recreation Director
SUBJECT:	The Director of Parks & Recreation, Pat White, has requested to procure Pearl Valley RPM Accelerator or Equivalent for the Barnwell Youth Football Fields.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve the award of the Request for Quotes 2026-REC-100-A Barnwell Youth Football Improvements – Pearl Valley RPM Accelerator or Equivalent to Green Point Ag for a not-to-exceed amount of \$6,600.00.

BACKGROUND INFORMATION:

A bid was issued on March 13, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. No bids were received at the bid opening on March 25, 2026, at 10:00 a.m.

Per the Code of Alabama 1975, Section 41-16-50(b)(4) If no bids or only one bid is received at the time stated in the advertisement for bids, the awarding authority may advertise for and seek other competitive bids, or the awarding authority may negotiate through the receipt of informal bids not subject to the requirements of this article. Where only one responsible and responsive bid has been received, any negotiation for the work shall be for a price lower than that bid.

A Request for Quotes RFQ 2026-REC-100-A was issued on March 26, 2026, and posted to the City of Fairhope's website. Three (3) quotes were received prior to the deadline of March 31, 2026, at 12:00 p.m.

The Director of Parks & Recreation recommends the award be made to Green Point Ag. Their low bid price was as follows:
Pearl Valley RPM Accelerator, 50 lb. bag: \$33.00 per bag
Qty: 200 bags: Total Cost \$6,600.00
Estimated delivery date for materials: 3-7 days ARO (After Receipt of Order)

Their low bid cost was not-to-exceed Six Thousand Six Hundred Dollars (\$6,600.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001250-50475-100	Recreation - Capital Improvements	\$6,600.00	\$6,600.00	\$0.00

Project No.: 2026REC100 | Project Expense String: 2026REC100-CONS
FY2026 total project budget of \$150,000.00. Impact Fees will be used to fund this project.

2026REC100 - Barnwell Youth Football Improvements Project Budget History:

\$150,000.00 Original Budget

\$ (9,221.00) Trf to Pavilion Project 2026REC180 - Res. No. 5724-26 (02/09/26)

\$(39,617.00) Vinyl Fencing - Res. No. 5738-26 (02/19/26)

\$ (7,889.79) Irrigation Materials - Res. No. 5772-26 (03/23/26)

\$(41,022.00) TifTuf Bermuda Grass - Res. No. 5773-26 (03/23/26)

\$ (7,185.00) *Lesco CarbonPro-G Soil Amendment - Pending Approval of Agenda Item 2026-787*

\$ (6,600.00) *Pearl Valley RPM Accelerator - Pending Approval of Agenda Item 2026-790*

\$38,465.21 Remaining Project Budget to Date

GRANT:

N/A

LEGAL IMPACT:

N/A

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City of Fairhope approves the award of the Request for Quotes for RFQ 2026-REC-100-A to Barnwell Youth Football Improvements – Pearl Valley RPM Accelerator or Equivalent to Green Point Ag for a not-to-exceed cost of \$6,600.00. Per the Code of Alabama 1975, Section 41-16-50(b)(4).

DULY ADOPTED ON THIS 13TH DAY OF APRIL, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
 RFQ 2026-REC-100-A Barnwell Youth Football Improvements- Pearl Valley RPM Accelerator
 Due: March 31, 2026 at 12:00 P.M.

Green Point Ag				Helena		Harrells		
Bid Documents Signed (Y/N)				Y		Y		
Description	Unit of Measure	Quantity (bags)	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
Pearl Valley RPM Accelerator or Equivalent - 50 lb. bag	50 lb. bag	200	\$33.00	\$6,600.00	\$38.50	\$7,700.00	\$74.54	\$14,908.00
Bidding a Proposed Equivalent			Check: Yes ___ No <u>X</u>		Check: Yes <u>X</u> No ___		Check: Yes <u>X</u> No ___	
Equivalent Specifications Must be Provided (if applicable)			Check: Yes ___ No ___		Check: Yes <u>X</u> No ___		Check: Yes <u>X</u> No ___	
Number of Days for Delivery			3 - 7 days after receiving PO		10 days		3 - 5 days	

Recommendation:

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

Pat White

Signature

Pat White, Director of Parks and Recreation

Erin Wolfe

Signature

Erin Wolfe, Purchasing Manager



Request for Quotes (RFQ)

Barnwell Youth Football Improvements – Pearl Valley RPM Accelerator or Equivalent City of Fairhope Recreation Project No. 2026-REC-100-A

The Project Scope of Work:

The City of Fairhope is requesting responses from vendors to provide Pearl Valley RPM 422 Accelerator or Equivalent for the Barnwell Youth Football Improvements. Vendor must provide delivery dates for the materials. City reserves the right to award based on convenience of delivery date.

Product Description:

The primary ingredient in RPM 422 Accelerator is aerobically composted organic chicken manure from layer hens. This produces an organic carbon-based nutrition and biology product that feeds plants and soil life.

The fully cured organic material improves soil structure optimizing oxygen and water balance. RPM 422 Accelerator is enhanced with sea plant, molasses, endo, ecto mycorrhizae, fermented yeast and ammonium sulfate.

These ingredients accelerate the biological and plant nutrient activity improving desired plant response and soil conditions.

RPM 422 Accelerator can be applied to all turf varieties and landscape plants.

Net Weight 50 lbs.

Guaranteed Analysis 4-2-2		
Total Nitrogen		
2.15% Ammoniacal Nitrogen	(N)	4.0%
1.85% Water Insoluble Nitrogen		
Available Phosphoric Acid	(P2O5)	2.0%
Soluble Potash	(K2O)	2.0%
Calcium	(Ca)	8.0%
Sulfur	(S)	0.8%
Derived From: aerobically composted chicken manure (ACCM), ammonium sulfate, sulfate of potash		
Non-Plant Food Ingredients: endo and ecto mycorrhizae, sea plant meal, molasses meal, yucca extracts		

Application Instructions:

Apply rates according to desired use and agronomic objectives.

RPM 422 Accelerator can be used pre plant, post plant, in season, dormant feed and during aerification.

The following table is a guide to the amount of key nutrients and compost material received at various rates.

Nutrient / # / 1000 Sq. Ft						
Rate / 1000	ACCM	N	P	K	Ca	S
9.0#	7.7	.37	.18	.18	.73	.07

For optimum results apply to dry turf and soils. Provide adequate water to thoroughly saturate the granules. Granules will quickly disintegrate upon drying.

These specifications shall be interpreted as a minimum standard of quality. Brand name or equivalent specification means a specification limited to one or more items by manufacturers' name or model numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the City's requirements, and which provides for the submission of equivalent products. If the Contractor opts to propose an equivalent brand, product, material or source outside these specifications, then a submittal will be required. The City reserves the right to evaluate and refuse a proposed equivalent material.

REQUEST FOR QUOTES (RFQ):

- Questions, inquiries and requests for clarification should be directed to: Erin Wolfe, Purchasing Manager; Email: purchasing@fairhopeal.gov; Phone (251) 279-6231
- Quotes must be received before **12:00 PM on Tuesday, March 31, 2026**, delivered in person, by mail or by email to:

Purchasing Manager
555 South Section Street
Fairhope, Alabama 36532
Email: purchasing@fairhopeal.gov

- This RFQ is posted on the City's website and is being sent out to known and registered vendors. A non-response to the RFQ by email will be listed and received as a "No Quote".

REQUEST FOR QUOTES

City of Fairhope Recreation Project No. 2026-REC-100-A

Date: 3 / 31 / 2026

Project: 2026-REC-100-A Barnwell Youth Football Improvements – Pearl Valley RPM Accelerator or Equivalent

Due: Tuesday, March 31, 2026 at 12:00 P.M.

Description	Unit of Measure	Quantity	Unit Cost	Total Cost
Pearl Valley RPM Accelerator or Equivalent - 50 lb. bag	50 lb. Bag	200 bags	\$33 ⁰⁰	\$6,600
Proposing an Equivalent:	Check: Yes _____ No <u>✓</u>			
Equivalent Specifications Must be Provided (if applicable)	Check: Yes _____			
Number of Days for Delivery	3 - 7 days after receiving PO #			

Quote Response:

Respondents Information:

Company: Green Point Ag Telephone: (251) 964-5031

Company Representative: Travis Frey

Address: 3099 S Alabama St City: Loxley State: AL Zip: 36551

Email: travis.frey@greenpointag.com Signature of Vendor: 

Return this sheet to Purchasing as your Responding Quote

REQUEST FOR QUOTES

City of Fairhope Recreation Project No. 2026-REC-100-A

Date: 3/31/26

Project: 2026-REC-100-A Barnwell Youth Football Improvements – Pearl Valley RPM Accelerator or Equivalent

Due: Tuesday, March 31, 2026 at 12:00 P.M.

Description	Unit of Measure	Quantity	Unit Cost	Total Cost
Pearl Valley RPM Accelerator or Equivalent - 50 lb. bag	50 lb. Bag	200 bags	38.50	7700.00
Proposing an Equivalent:	Check: Yes ☒ No ☐			
Equivalent Specifications Must be Provided (if applicable)	Check: Yes ☒			
Number of Days for Delivery	10			

Quote Response:

Respondents Information:

Company: Helena Telephone: 251-989-6241

Company Representative: [Signature]

Address: 113 W. First St. City: Fairhope State: AL Zip: 36580

Email: hwhelen@hwhelen.com Signature of Vendor: [Signature]

Return this sheet to Purchasing as your Responding Quote

SUSTANE
Naturally...

SUSTANE TURF REVIVAL

MAINTENANCE RECOVERY FERTILIZER

6-2-4

RECOMMENDED USE:

Sustane® Turf Revival is a maintenance fertilizer formulation to assist in maintaining healthy turfgrass recovery. It provides water soluble nitrogen for enhanced recovery and growth and our unique organic nitrogen from turkey litter provides organic nitrogen. Turf Revival also contains 4 species of beneficial mycorrhizae for enhanced nutrient and water uptake.

REGION AND APPLICATION	GREENS, TEES & COLLARS	FAIRWAYS, SPORTS TURF, PARKS, & LAWN CARE
	Rate	Application Frequency
Region 1 (North)	25-30 g/m ²	Single Application
Region 2 (South)	40-45 g/m ²	Single Application
Region 3 (West)	25 g/m ²	Single Application
Region 4 (East)	40-45 g/m ²	Single Application
Region 5 (Central)	25-30 g/m ²	Single Application
Region 6 (Southwest)	40-45 g/m ²	Single Application
Region 7 (Northeast)	25-30 g/m ²	Single Application
Region 8 (Midwest)	40-45 g/m ²	Single Application

RATES AND APPLICATION COVERAGE

22.67 kg (50 lb) N per 100 m² (50 kg N per hectare)
22.67 kg (50 lb) N per 1000 ft² (44 lb N per acre)

COOL AND WARM SEASON TURFGRASS:

Golf Courses, Sports Turf, Parks, and Lawncare

Spring and Fall rate: 25-30 g/m² (8 lb./1000 ft²)

Greens, Tees, and Collars

Spring and Fall rate: 25-30 g/m² (8 lb./1000 ft²)

Store in a cool dry place. Keep out of reach of pets and children.

DO NOT APPLY NEAR WATER. DO NOT APPLY TO LAWNS, DRIVEWAYS, DITCHES, DO NOT APPLY IF HEAVY RAIN IS EXPECTED. AFTER APPLYING, WATER TO INfiltrate INTO THE LAWN. SWEEP UP ANY PRODUCT THAT FALLS ON THE DRIVEWAY, SIDEWALK, CURB, STREET, RAILROAD, OR OTHER UNDESIRABLE AREA. IN MARYLAND, THIS PRODUCT IS REGISTERED WITH THE STATE DEPARTMENT OF AGRICULTURE. IN ALL OTHER STATES, THIS PRODUCT IS REGISTERED WITH THE STATE DEPARTMENT OF AGRICULTURE. IN ALL OTHER STATES, THIS PRODUCT IS REGISTERED WITH THE STATE DEPARTMENT OF AGRICULTURE.

Net Wt. 50 lb. (22.67 kg)

CONTAINS
**CALCIUM, IRON,
MAGNESIUM,
& MYCORRHIZAE**

Guaranteed Analysis	
Total Nitrogen (N)	6%
2.2% Ammoniacal Nitrogen	
1.6% Water Insoluble Nitrogen*	
0.2% Urea Nitrogen	
0.2% Other Water Soluble Nitrogen	
Available Phosphate (P ₂ O ₅)	2%
Soluble Potash (K ₂ O)	4%
Calcium (Ca)	3%
Magnesium (Mg)	0.5%
Sulfur (S)	3%
Iron (Fe)	2%

Derived from aerobically composted turkey litter, ammonium sulfate, methylene urea, sulfate of potash, and iron sulfate.

*1.6% slowly available nitrogen from aerobically composted turkey litter and methylene urea.

Also includes non plant food ingredients:

Vesicular Arbuscular Mycorrhizae guaranteed minimum 3,000 propagules per gram

Rhizoglyphus irregularis 2,10 propagules/g
Rhizoglyphus clausii 30 propagules/g
Septoglomus chrysocephalum 30 propagules/g
Clavosporium minutum 30 propagules/g

Information regarding the contents and levels of metals in this product is available on the Internet at <http://www.sustane.org/metals.htm>

Available particle sizes:
Fine Grade, 100 SGH (1.8 mm - 0.6 mm)

Expiration Date
07 March 2028
Lot# 25030678

Application Instructions:

Apply rates according to desired use and agronomic objectives.

RPM 422 Accelerator can be used pre plant, post plant, in season, dormant feed and during aerification.

The following table is a guide to the amount of key nutrients and compost material received at various rates.

Nutrient / # / 1000 Sq. Ft						
Rate / 1000	ACCM	N	P	K	Ca	S
9.0#	7.7	.37	.18	.18	.73	.07

For optimum results apply to dry turf and soils. Provide adequate water to thoroughly saturate the granules. Granules will quickly disintegrate upon drying.

These specifications shall be interpreted as a minimum standard of quality. Brand name or equivalent specification means a specification limited to one or more items by manufacturers' name or model numbers to describe the standard of quality, performance, and other salient characteristics needed to meet the City's requirements, and which provides for the submission of equivalent products. If the Contractor opts to propose an equivalent brand, product, material or source outside these specifications, then a submittal will be required. The City reserves the right to evaluate and refuse a proposed equivalent material.

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Email: purchasing@fairhopeal.gov; Phone (251) 279-6231
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Purchasing Manager
555 South Section Street
Fairhope, Alabama 36532
Email: purchasing@fairhopeal.gov

- This RFQ is posted on the City's website and is being sent out to known and registered vendors. A non-response to the RFQ by email will be listed and received as a "No Quote".



Request for Quotes (RFQ)

Barnwell Youth Football Improvements – Pearl Valley RPM Accelerator or Equivalent City of Fairhope Recreation Project No. 2026-REC-100-A

The Project Scope of Work:

The City of Fairhope is requesting responses from vendors to provide Pearl Valley RPM 422 Accelerator or Equivalent for the Barnwell Youth Football Improvements. Vendor must provide delivery dates for the materials. City reserves the right to award based on convenience of delivery date.

Product Description:

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The fully cured organic material improves soil structure optimizing oxygen and water balance. RPM 422 Accelerator is enhanced with sea plant, molasses, endo, ecto mycorrhizae, fermented yeast and ammonium sulfate.

These ingredients accelerate the biological and plant nutrient activity improving desired plant response and soil conditions.

RPM 422 Accelerator can be applied to all turf varieties and landscape plants.

Net Weight 50 lbs.

Guaranteed Analysis 4-2-2		
Total Nitrogen 2.15% Ammoniacal Nitrogen 1.85% Water Insoluble Nitrogen	(N)	4.0%
Available Phosphoric Acid	(P ₂ O ₅)	2.0%
Soluble Potash	(K ₂ O)	2.0%
Calcium	(Ca)	8.0%
Sulfur	(S)	0.8%
Derived From: aerobically composted chicken manure (ACCM), ammonium sulfate, sulfate of potash		
Non-Plant Food Ingredients: endo and ecto mycorrhizae, sea plant meal, molasses meal, yucca extracts		



Request for Quotes (RFQ)

Barnwell Youth Football Improvements – Pearl Valley RPM Accelerator or Equivalent City of Fairhope Recreation Project No. 2026-REC-100-A

The Project Scope of Work:

The City of Fairhope is requesting responses from vendors to provide Pearl Valley RPM 422 Accelerator or Equivalent for the Barnwell Youth Football Improvements. Vendor must provide delivery dates for the materials. City reserves the right to award based on convenience of delivery date.

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RPM 422 Accelerator can be applied to all turf varieties and landscape plants.

Net Weight 50 lbs.

Guaranteed Analysis 4-2-2		
Total Nitrogen		
2.15% Ammoniacal Nitrogen	(N)	4.0%
1.85% Water Insoluble Nitrogen		
Available Phosphoric Acid	(P2O5)	2.0%
Soluble Potash	(K2O)	2.0%
Calcium	(Ca)	8.0%
Sulfur	(S)	0.8%
Derived From:		
aerobically composted chicken manure (ACCM), ammonium sulfate, sulfate of potash		
Non-Plant Food Ingredients:		
endo and ecto mycorrhizae, sea plant meal, molasses meal, yucca extracts		

REQUEST FOR QUOTES

City of Fairhope Recreation Project No. 2026-REC-100-A

Date: 3 / 30 / 2026

Project: 2026-REC-100-A Barnwell Youth Football Improvements – Pearl Valley RPM Accelerator or Equivalent

Due: Tuesday, March 31, 2026 at 12:00 P.M.

Description	Unit of Measure	Quantity	Unit Cost	Total Cost
Pearl Valley RPM Accelerator or Equivalent - 50 lb. bag	50 lb. Bag	200 bags	\$74.54	\$14,908.00
Proposing an Equivalent:	Check: Yes ☒ No ☐			
Equivalent Specifications Must be Provided (if applicable)	Check: Yes ☒			
Number of Days for Delivery	3-5			

Quote Response:

Respondents Information:

Company: Harrells Telephone: 251-689-3288

Company Representative: Brett Drinkwine

Address: 14217 US 90 City: Loxley State: AL Zip: 36551

Email: bdrinkwine@harrells.com Signature of Vendor: 

Return this sheet to Purchasing as your Responding Quote

LebanonTurf

Country Club®

ROOT REVIVER

Quick aeration recovery
Speeds up root establishment
Increases turf density

GRANULAR FERTILIZER
+ mycorrhizal fungi

3 - 3 - 4

GUARANTEED ANALYSIS

Total Nitrogen (N) 3.0%
1.50% Ammoniacal Nitrogen
1.50% Water Insoluble Nitrogen*
Available Phosphate (P₂O₅) 3.0%
Soluble Potash (K₂O) 4.0%
Sulfur (S) 3.0%
Iron (Fe) 1.0%

Derived From: Feather Meal, Poultry Compost, Wheat Bran, Diammonium Phosphate, Ammonium Sulfate, Potassium Sulfate, Kelp Meal, Ferrous Sulfate.
*1.5% slowly available Nitrogen from Poultry Compost and Feathermeal.

ALSO CONTAINS BENEFICIAL SUBSTANCES:

0.50% Humic Acids (Derived from Leonardite)	Mycorrhizal fungi (#viable CFU/gram)
0.15% Ascorbic Acid (Vitamin C)	<i>Rhizoglyphus irregularis</i> 1.2
0.05% Amino Acid (Glycine)	<i>Rhizoglyphus clausii</i> 1.2
0.02% Myo-Inositol	<i>Rhizoglyphus aggregatus</i> 0.6
0.01% Thiamine (Vitamin B ₁)	<i>Rhizoglyphus diaphanus</i> 1.2
	<i>Funneliformis mosseae</i> 1.2
	<i>Funneliformis monosporus</i> 0.6
	<i>Septoglyphus deserticola</i> 1.2
	<i>Claroideoglyphus etunicatum</i> 1.2
	<i>Claroideoglyphus claroideum</i> 1.2

F699

NOTICE: This product contains the secondary nutrient iron. Iron may stain concrete surfaces and should not be applied on dry or water dampened concrete and should be removed from these areas promptly by sweeping or blowing. Do not wash off with water.

NOTE: Supplemental applications of lawn fertilizer are needed to achieve a minimum 1 lb. Nitrogen per 1,000 sq. ft.

Spreader	500/1,000 sq. ft. or 3.0 kg/100m ² (covers up to 5,000 ft ² of lawn)	1000/1,000 sq. ft. or 4.0 kg/100m ² (covers up to 5,000 ft ² of lawn)	Spreader	500/1,000 sq. ft. or 3.0 kg/100m ² (covers up to 5,000 ft ² of lawn)	1000/1,000 sq. ft. or 4.0 kg/100m ² (covers up to 5,000 ft ² of lawn)
LebanonTurf	6	8.5	LebanonTurf	6	8.5
Anderson AccuPro	20	24	Pen-Mat HND	P	O
Earthway Rotary	32	36	ProScope SS	P	O
Gandy	32	36	Snyder	6	6.5
Lady	6.5	7.5	Voort (all models)	34	40

These settings were calibrated and field tested. However, age and condition of spreader, speed of operation and evenness of terrain may require slightly different settings for desired coverage.

LebanonTurf

For technical assistance or more information about our products visit www.LebanonTurf.com

Lebanon Seaboard Corporation
1600 E. Cumberland St • Lebanon, PA 17042
800-233-0628 • (717) 273-1685

50 Lbs. (22.7 kg) Net Weight



Country Club[®]

ROOT REVIVER

TURF APPLICATIONS

Aerification: Apply 8 lbs. per 1,000 sq. ft. (4kg per 100m²)
Sod / Seed: Maximum of 2 applications per year
Divot Mix: Add 25 lbs. per cubic yard of divot mix

PLANTINGS

Mix thoroughly with the soil being used to fill the hole where being planted.

Trees and Shrubs: ½ lb. for every 1" diameter of trunk
One gallon (3.7 liters) containers – 1 lb. (1/2 cup or 110g)
Five gallon (18.9 liters) containers – 1 lb. (2 1/4 cups or 450g)

When used as directed, Country Club Root Reviver will supplement your regular fertilizer program by providing up to .241 lbs. of nitrogen per 1,000 sq. ft.

WARNING

Hazard Statements:
May cause skin irritation.
May be harmful if inhaled.
May cause eye irritation.



Precautionary Statements for handling:

Wash hands and exposed skin thoroughly after handling.
Wear protective gloves, protective clothing, eye protection, and face protection.
If eye exposure occurs, rinse with water and seek medical attention.
Take off contaminated clothing and wash before reuse.
If skin irritation occurs seek medical advice.
Store locked up in a well-ventilated place.
Keep the container tightly closed and out of reach of children.
Dispose of in accordance with all federal, state and local regulations.

Do not apply near water, storm drains or drainage ditches. Do not apply if heavy rain is expected. Apply this product only to your lawn, and sweep any product that lands on the driveway, sidewalk, or street back onto your lawn.

Apply only to actively growing turf. Do not exceed 3.2 lbs. of total nitrogen per 1,000 sq. ft. annually.

In Maryland, New Jersey, New York, Pennsylvania and Virginia: This fertilizer contains phosphorus and may not be used for lawn maintenance on turf except when

- 1) Providing nutrients to specific soils and target vegetation as determined to be necessary in accordance with a soil test that was conducted by a laboratory* performed no more than 3 years before the application
- 2) Establishing vegetation for the first time, such as after land disturbance, provided the application is conducted in accordance with the recommended application rates established by the State
- 3) Re-establishing or repairing a turf area.

In Maryland, this product is to be used as a seed starter fertilizer.

In New Hampshire: This fertilizer contains phosphate. In New Hampshire, phosphate fertilizers may only be used for turf maintenance in golf courses, parks, athletic fields, and sod farms.

In Pennsylvania and Maryland: Do not exceed 0.9 lbs of total nitrogen per 1,000 sq. ft. per application.

WARRANTY

NOTE To the extent consistent with applicable law, Buyer assumes all responsibility for safety and performance if this product is not used according to the directions.

Information regarding the content and levels of metals in this product is available on the internet at: <http://www.aapfco.org/metals.html>.

Not for use on Food Crops.



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

Requestor: Pat White Department: Recreation
Project Name: 2026-REC 100 Barnwell Youth Football Improvements
Project Description: Sod, irrigation, etc...
Project Category: ☒ Bid ☐ Professional Service ☐ Other: _____
Budget Amount: \$110,383.00 Budget Code: 1250/50475
Budgeted for Current FY: ☒ Yes ☐ No

BID INFORMATION

Bid Duration: _____ Project Duration: _____
Engineer of Record: _____
Pre-Bid Meeting: ☐ No ☐ Yes ☐ Mandatory ☐ Non-Mandatory
Scope of Work Provided By: _____ Contract Extensions: ☐ No ☐ Yes
Project Manager: _____
Insurance Requirements: ☐ Minimum ☐ Maximum
Bonds: ☐ Bid ☐ Performance ☐ Labor & Materials
Related Bids/RF's _____

FORCE ACCOUNT INFORMATION

Force Account Project: ☐ No ☐ Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor:  Senior Accountant: Suzanne Doughty 01/06/26
City Treasurer: Kimberly Creech Mayor: Sherry Sullivan

PRF - Barnwell Youth Football Improvements - Corrected

Final Audit Report

2026-03-03

Created:	2026-02-13
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAATPKtAnm_Phja_PtXmeMuWtO8vTRrTWgk

"PRF - Barnwell Youth Football Improvements - Corrected" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-02-13 - 8:00:47 PM GMT
-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2026-02-13 - 8:01:10 PM GMT
-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2026-02-13 - 8:01:20 PM GMT
-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2026-02-13 - 8:03:55 PM GMT - Time Source: server
-  Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2026-02-13 - 8:03:56 PM GMT
-  Email viewed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
2026-02-13 - 8:04:16 PM GMT
-  Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2026-03-03 - 9:02:26 PM GMT - Time Source: server
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-03-03 - 9:02:28 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-03-03 - 9:02:39 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-03-03 - 9:06:33 PM GMT - Time Source: server

✔ Agreement completed.
2026-03-03 - 9:06:33 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-778

FROM:	Hannah Noonan, Human Resources Director
SUBJECT:	The addition of one (1) temporary Director of Golf Operations/Golf Professional position to the FY 2026 Budget to align with the retirement of the incumbent who will work with and train their replacement. This will be beneficial to the City as well as the new employee. The temporary position will expire at the end of the 2026 Fiscal Year.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

Resolution - That the City Council authorizes and approves the addition of one (1) temporary Director of Golf Operations/Golf Professional position to the FY2026 Budget to align with the retirement of the incumbent who will work with and train their replacement. This will be beneficial to the City as well as the new employee. The temporary position will expire at the end of the 2026 Fiscal Year.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001500-50040	Golf Clubhouse - Salaries	\$0.00	Estimated \$10,000.00	(\$10,000.00)

Estimated additional salary expense can be offset by savings from vacant positions not staffed at times throughout the year.

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves the addition of one (1) temporary Director of Golf Operations/Golf Professional position to the FY2026 Budget to align with the retirement of the incumbent who will work with and train their replacement. This will be beneficial to the City as well as the new employee. The temporary position will expire at the end of the 2026 Fiscal Year.

ADOPTED THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-775

FROM:	Hannah Noonan, Human Resources Director
	John Thomas, Interim Public Works Director
SUBJECT:	Hiring of Two (2) New Sanitation Equipment Operator III
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

Resolution - That the City Council authorizes and approves the hiring of two (2) new Sanitation Equipment Operator III positions to allow the current Sanitation Equipment Operators, who are retiring May 1, 2026 and June 1, 2026 respectively, to work with and train the new employees prior to their leaving. This will be beneficial to the City as well as the new hires. The temporary positions will expire upon each of the retirements as listed.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
005030-50040	Sanitation - Salaries	\$0.00	Estimated \$12,500.00	(\$12,500.00)

Additional salaries are based on mid-range pay of Grade 8 for the training time period. Possible internal promotions could lower the estimated additional salaries shown above. This additional salary expense can be offset by savings from vacant positions not staffed at times throughout the year.

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves the hiring of two (2) new Sanitation Equipment Operator III positions to allow the current Sanitation Equipment Operators, who are retiring May 1, 2026 and June 1, 2026 respectively, to work with and train the new employees prior to their leaving. This will be beneficial to the City as well as the new hires. The temporary positions will expire upon each of the retirements as listed.

ADOPTED THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-791

FROM:	Kim Creech, City Treasurer
SUBJECT:	The City Treasurer, Kim Creech, is requesting to add an item to Bid No. 25-042 City Employee Uniform Shirts Annual Contract.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To approve Contract Amendment No. 1 for Bid No. 25-042 City Employee Uniform Shirts Annual Contract for an additional item to be added to the contract with Van Horn Miller Enterprises d/b/a Deep South Apparel. The annual contract amount of not-to-exceed \$100,000.00 remains the same.

BACKGROUND INFORMATION:

The City Treasurer, Kim Creech, is requesting to add an item to Bid No. 25-042 City Employee Uniform Shirts Annual Contract with Van Horn Miller Enterprises d/b/a Deep South Apparel. The item to be added is:

- Back Logo \$1.25 each

The annual contract cost will stay the same at not-to-exceed One Hundred Thousand Dollars (\$100,000.00).

Previous Council Action:

September 8, 2025 - Resolution No. 5556-25 After evaluating the bid proposals with the required bid specifications, Van Horn Miller Enterprises, LLC. d/b/a Deep South Apparel is now awarded (Bid No. 25-042) for City Employee Uniform Shirts Annual Contract for City of Fairhope employees with an annual contract amount not-to-exceed \$100,000.00.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
Various-50460	Uniforms	\$87,744.54	TBD	\$87,744.54

No change to budget, contract amendment just allows for additional logo option.

GRANT:

N/A

LEGAL IMPACT:

City Attorney advised to have City Council approve the contract amendment.

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: N/A

Action required (list contact persons/addresses if documents are to be mailed or emailed): N/A

RESOLUTION NO. _____

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

[1] That the City Council approves Contract Amendment No. 1 (Bid No. 25-042) for City Employee Uniform Shirts Annual Contract with Van Horn Miller Enterprises d/b/a Deep South Apparel for an additional item of a Back Logo for a cost not-to-exceed \$1.25 each; and authorizes Mayor Sherry Sullivan to execute contract amendment. The contract total will remain the same with a not-to-exceed annual amount of \$100,000.00.

ADOPTED ON THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Contract Amendment
Bid No. 25-042
City Employee Uniform Shirts
Annual Contract

This **AMENDMENT OF CONTRACT** ("AMENDMENT") is made this _____ day of _____, 2026 for the purpose of adding an item to the contract forbid **No. 25-042 City Employee Uniform Shirts Annual Contract** dated October 3, 2025 ("Original Contract") between the **City of Fairhope** and **Van Horn Miller Enterprises d/b/a Deep South Apparel** (the "Parties").

1. The Original Contract, which is attached hereto as part of this Amendment is described below:
The Original Contract was awarded for a not-to-exceed annual amount of One Hundred Thousand Dollars (\$100,000.00).
2. The Parties agreed to amend the Original Contract to add Item Back Logo for the cost of One Dollar Twenty-Five Cents (\$1.25) per use.
3. That amendment binds and benefits both Parties and any successors or assigns. This document, including the attached original contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, remain unchanged. The total annual cost of the contract shall be not-to-exceed One Hundred Thousand Dollars (\$100,000.00).

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

THE CITY OF FAIRHOPE, ALABAMA

By: Sherry Sullivan, Mayor

By: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

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

Given under my hand and Notary Seal on this _____ day of _____, 2026

Notary Public _____

My Commission Expires _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____
Signature of Officer Authorized to Sign Bids and Contracts for the Firm Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

Foreign Corporation Entity ID
(Required of out-of-state vendors)

NOTARY

STATE OF _____ }

COUNTY OF _____ }

I, the undersigned authority in and for said State and County, hereby certify that

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 2026.

Notary Public _____

My Commission Expires _____

RESOLUTION NO. 5556-25

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 (Bid No. 25-042) City Employee Uniform Shirts Annual Contract for City of Fairhope employees.

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

Please see attached Bid Tabulation for
(Bid No. 25-042)
City Employee Uniform Shirts Annual Contract

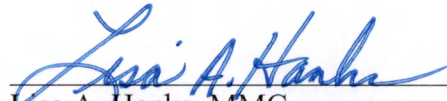
[3] After evaluating the bid proposals with the required bid specifications, Van Horn Miller Enterprises, LLC d/b/a Deep South Apparel is now awarded (Bid No. 25-042) for City Employee Uniform Shirts Annual Contract for City of Fairhope employees with an annual contract amount not-to-exceed \$100,000.00.

ADOPTED ON THIS 8TH DAY OF SEPTEMBER, 2025



Jack Burrell, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-799

FROM:	Kim Creech, City Treasurer
SUBJECT:	Authorizes and directs the Mayor to execute and deliver, on behalf of the City, a term sheet with the Lender respecting the Warrant
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

1. **Execution of Term Sheet Authorized.** The Council hereby authorizes and directs the Mayor to execute and deliver, on behalf of the City, a terms sheet with the Lender, in substantially the form of such terms sheet presented to this meeting and attached hereto as Exhibit A.
2. **Further Actions Authorized.** The Mayor, City Clerk, and City Treasurer are each hereby authorized and directed to execute such agreements or documents and to take such other actions as may be necessary or desirable to effect the provisions of this resolution.

BACKGROUND INFORMATION:

The City plans to currently refund the 2024 Warrant and to acquire certain funds for additional water and sewer system improvements (the "2026 Improvements") on a short-term basis.

Upon review of the 3 responses, the City, in consultation with its municipal advisors, has determined the lending proposal from PNC Bank (the "Lender") offers the terms most favorable to the City. Prior to the City's preparation, negotiation and adoption of an ordinance (the "authorizing Ordinance") authorizing the issuance of the Warrant, it will be necessary for the City to execute a term sheet with the Lender to evidence the intent of the City to issue the Warrant to the Lender.

The City expects to issue its General Obligation Water and Sewer Warrant, Series 2026-A, to be dated the date of delivery (the "2026-A Warrant"), to the Lender prior to the May 1, 2026 final maturity date of the 2024 Warrant.

Previous Council Action:

March 21, 2024 - Resolution No. 5015-24 Authorizes and directs the Mayor to execute and deliver, on behalf of the City, a term sheet with the lender for the General Obligation Water and Sewer Warrant, Series 2024, in the amount of \$25,000,000.00; and

Authorize the Mayor, City Clerk and City Treasurer are each hereby authorized and directed to execute such agreements or documents and to take such other actions as may be necessary or desirable to effect the provisions of the resolution.

April 8, 2024 - Ordinance No. 1796 Authorizes the issuance of the City's General Obligation Water and Sewer Warrant, Series 2024, in the Principal Amount of \$25,000.000.00.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

Lee Birchall, Bond Council, Bradley provided resolution.

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED by the City Council (the "Council") of the City of Fairhope, Alabama (the "City"), as follows:

Section 1. Findings. The Council does hereby find and declare as follows:

(a) pursuant to the City's long-term capital improvements plan, the City issued its General Obligation Water and Sewer Warrant, Series 2024, dated April 11, 2024 (the "2024 Warrant"), in order to finance the cost of certain initial capital water and sewer system improvements;

(b) the 2024 Warrant has a final maturity date of May 1, 2026;

(c) the City plans to currently refund the 2024 Warrant and to acquire certain funds for additional water and sewer system improvements (the "2026 Improvements") on a short-term basis;

(d) in order to acquire funds for the aforesaid purposes, the City issued a Request for Proposals to various lending institutions (the "RFP") in order to assess the City's financing options;

(e) after reviewing the responses, the City, in consultation with its municipal advisor, PFM Financial Advisors LLC, has determined that the proposal of PNC Bank (the "Lender") offers the terms most favorable to the City;

(f) the City expects to issue its General Obligation Water and Sewer Warrant, Series 2026-A, to be dated the date of delivery (the "2026-A Warrant"), to the Lender prior to the May 1, 2026 final maturity date of the 2024 Warrant; and

(g) prior to the City's adoption of an ordinance approving the 2026-A Warrant, it will be necessary for the City to execute a terms sheet with the Lender to evidence the intent of the City to issue the Warrant to the Lender.

Section 2. Execution of Term Sheet Authorized. The Council hereby authorizes and directs the Mayor to execute and deliver, on behalf of the City, a terms sheet with the Lender, in substantially the form of such terms sheet presented to this meeting and attached hereto as Exhibit A.

Section 3. Further Actions Authorized. The Mayor, City Clerk, and City Treasurer are each hereby authorized and directed to execute such agreements or documents and to take such other actions as may be necessary or desirable to effect the provisions of this resolution.

ADOPTED THIS 13TH DAY OF APRIL, 2026

CITY OF FAIRHOPE
A Municipal Corporation

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope General Obligation Water and Sewer Warrant Series 2026 Bank Term Sheet Summary										
Bank	Term	Repayment	Fixed/ Variable	Indicative Rate	Date of Indicative Rate	Prepayment	Bank's Legal Fee Estimate	6mo Int Expense @ Indicative Rate	Interest + Bank Legal Fees	Requirements/Notes
WebsterBank	1 year	Interest paid monthly; principal due at maturity	Fixed	3.56%	3/27/2026	6 months	\$5,000	\$534,000	\$539,000	Rate valid through 5/1/26 if accepted by 4/3/26
Truist	6 months	Principal and interest due at maturity	Fixed	3.29%	4/3/2026	Not stated	\$12,000	\$493,500	\$505,500	Rate available through 4/29/26 if accepted by 4/17/26
PNC	6 months	Principal and interest due at maturity	Variable	3.18%	4/3/2026	Anytime	\$7,500	\$487,600	\$495,100	Index: 79% of SOFR + 30bps (current SOFR 3.65%)



PNC BANK, NATIONAL ASSOCIATION
Preliminary Summary of Terms and Conditions for Loan Facilities
City of Fairhope, AL
April 3, 2026
TERM LOAN – TAX EXEMPT (NBQ)

This Term Sheet is not a commitment or an offer to lend and does not create any obligation on the part of the Bank or any affiliate thereof. Neither the Bank nor any affiliate thereof will be deemed to have extended any commitment to the Borrower unless and until a formal commitment letter is issued and has been executed, delivered and accepted. This outline is only a brief description of the principal terms of suggested loan facilities and is intended for discussion purposes only.

This Term Sheet is delivered to you on the understanding that any of the terms of substance hereunder shall not be disclosed, directly or indirectly, to any other person except your officers, agents and advisors who are directly involved in the consideration of this matter unless required to do so by applicable law or prior written consent has been given by the Bank.

I. PARTIES

BORROWER: The City of Fairhope (the “*Borrower*”).

BANK: PNC Bank, National Association (“*PNC*” or the “*Bank*”).

II. CREDIT FACILITY, SECURITY AND FINANCING DOCUMENTS

CREDIT FACILITY: PNC will provide up to a \$30,000,000 Tax-Exempt (Non-Bank-Qualified) Term Loan (the “*Credit Facility*”) pursuant to which the Bank will make loans to the Borrower (the “*Loans*”).

PURPOSE: The proceeds of the Loans under the Credit Facility will provide short-term refunding of the Series 2024 obligation and finance new city projects, allowing time to identify long-term financing solutions.

MATURITY: 6-month from the Closing Date (the “*Maturity Date*”); fully funded at closing.

AMORTIZATION: Outstanding Principal and Interest and all other payment obligations owed to the Bank under the Credit Facility shall be due and payable on the Maturity Date.

SECURITY: The Credit Facility will be secured by a General Obligation of the Borrower for which its full faith and credit is pledged.

FINANCING DOCUMENTATION: The Credit Facility shall include standard conditions precedent to purchase and closing, representations and warranties, indemnities, covenants, events of default and remedies. The Note, any loan agreement, and the other documents required for closing are herein collectively referred to as the “*Financing Documents*.”

TAX STATUS OF INTEREST ON BONDS: Interest on the Bonds shall be excludable from gross income for federal income and state income tax purposes. The Borrower shall take all steps necessary to maintain such tax-exempt status. The Bank shall be provided an opinion of tax counsel satisfactory to the Bank which concludes that interest on the Bonds is excludable from gross income for federal income tax purposes.

CLOSING DATE: The closing date is expected to occur on or about during the month of April 2026 (the “*Closing Date*”) and shall be subject to the satisfaction of the conditions precedent set forth in the Credit Facility and the conditions precedent described herein.

III. INTEREST RATES AND OTHER KEY PROVISIONS

VARIABLE INTEREST RATE: The Loans under the Credit Facility shall initially bear interest at a per annum rate of interest equal to the sum of (i) 79% the Secured Overnight Financing Rate (SOFR) (the “*Bank Index Rate*”) plus (ii) the Initial Applicable Spread (the “*Variable Interest Rate*”), subject to adjustment as provided below.

The “*Initial Applicable Spread*” is outlined below for the following terms:
6-months = 30 bps (indicative rate as of today 3.18%)

The Loans under the Credit Facility shall bear interest at the Variable Interest Rate so long as no Event of Default has occurred. Benchmark unavailability and replacement provisions will be included in the Financing Documents.

INDEX FLOOR:	In the event that SOFR or any successor index at any time would be determined less than 0.00%, such rate shall be deemed to be 0.00%.
COMPUTATION BASIS:	Interest on Credit Facility shall be paid to the Lender at maturity. Interest computations of interest shall be calculated on an actual/360-day basis.
EVENT OF TAXABILITY:	In the event a determination of taxability shall occur, in addition to the amounts required to be paid with respect to the Bonds, the Borrower shall be obligated to pay to the Bank an amount equal to the positive difference, if any, between the amount of interest that would have been paid during the period of taxability if the Bonds had borne interest at a taxable rate and the interest actually received by the Bank with respect to the Bonds.
DEFAULT RATE:	The Default Rate equals the greatest of (i) the PNC Prime Rate plus 3.0%; (ii) the Overnight Bank Funding Rate plus 3.5%; and (iii) 9.0%.
CLAW-BACK AMOUNTS:	The Credit Facility will include customary interest rate recapture provisions allowing the Bank to recover interest in excess of any maximum interest rate imposed by law.

IV. OTHER FEES AND EXPENSES

COMMITMENT/CLOSING FEE:	Waived
EXPENSES:	All expenses incurred by the Bank, and audit and reasonable legal fees (inside and outside), and any other expenses in reference to structuring, documenting, closing, monitoring or enforcing the Financing Documents, if applicable, shall be for the account of the Borrower and payable at closing and otherwise on demand. The Bank will be utilizing Alina Arbuthnot Fountain with Maynard, Nexen, LLP as bank counsel. Legal fees not to exceed \$7,500. All expenses (including counsel fees) shall be paid by the Borrower regardless of whether the transaction is closed. All fees and expenses, including those of Bank counsel, are subject to increase if the transaction is not closed within 90 days from the date the Bank receives the mandate from the Borrower. In addition, the fees and expenses payable to Bank counsel may be increased if the security and/or structure of the transaction changes materially once documentation has commenced.

V. FINANCIAL/NEGATIVE COVENANTS AND FINANCIAL REPORTING

Affirmative and negative covenants, including the reporting covenants listed below, will be specified by the Bank for inclusion in the Financing Documents.

Financial Covenants:

- None

Financial Reporting:

- Annual audited financial statements for the Borrower and its affiliates within 120 days of fiscal year end.
- Annual budget of the Borrower is due within 30 days of fiscal year-end.
- Such other financial information as requested by the Bank.

VI. CONDITIONS PRECEDENT TO CLOSING

The Financing Documents shall include conditions precedent customary for transactions of this nature including, without limitation, the following:

Documentation satisfactory to Bank Counsel; delivery of enforceability and approving opinions; authorizing resolutions (which may be an existing authorizing resolution); financial statements; bring-down of representations and warranties; and certification as to no default or event of default.

**VII. EVENTS OF DEFAULT/
REMEDIES:**

The Credit Facility shall include events of default customary for transactions of this nature, including, without limitation: payment default, covenant defaults, breach of representations, cross defaults to senior or Parity Debt, cross acceleration of senior or Parity Debt, invalidity or repudiation of any Financing Document or any material provision thereof, judgment default, bankruptcy or insolvency, ERISA and pension plan defaults.

Upon the occurrence of an Event of Default, in addition to all other customary remedies, all payment obligations shall bear interest at the Default Rate.

**VIII. CHOICE OF LAW / JURY TRIAL/
OTHER PROVISIONS**

GOVERNING LAW:

The Credit Facility, and any other documents to which the Bank shall become a party will be governed by the laws of the State of Alabama.

USA PATRIOT ACT NOTICE:

Pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. 107 56), the Bank is required to obtain, verify and record information that identifies the Borrower and, potentially, other loan parties, which information may include, without limitation, the name and address of the Borrower and any such loan parties and other information that will allow the Bank to identify the Borrower and other loan parties in accordance with the USA PATRIOT Act.

TRIAL:

To the extent permitted by law, the parties to the Credit Facility agree to waive a jury trial in any proceeding including the Bank

TRANSFERS/ASSIGNMENTS:

While the Bank is providing the Credit Facility for its own account without a present intent to transfer them, the Bank reserves the right in its sole discretion to assign, sell, pledge or participate interests in the Credit Facility without the consent of the Borrower.

ADDITIONAL TERMS:

The terms and conditions contained in this proposal are not intended to be comprehensive. The definitive Financing Documents may include additional terms and conditions required by the Bank, subject to mutual agreement of the parties, which are not included herein.

**No ADVISORY OR
FIDUCIARY ROLE:**

The Borrower acknowledges and agrees that: (i) the Bank has not assumed any advisory or fiduciary responsibility to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Bank or any of its affiliates has provided other services or is currently providing other services to the Borrower on other matters); (ii) the only obligations the Bank has to the Borrower with respect to the transaction contemplated hereby are expressly set forth in this term sheet; and (iii) the Borrower has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

AGREEMENT BY THE BORROWER:

The Borrower hereby desires to engage the Bank in the origination of the Credit Facility pursuant to the terms and conditions stated herein.

Recognizing that this Term Sheet is non-binding on the Bank unless and until a commitment is issued, please evidence your interest in proceeding on the foregoing terms and conditions by signing and returning a copy of the document to the Bank on or prior to April 17, 2026 at which point the Bank will continue with due diligence and credit underwriting for the foregoing transaction.

ACCEPTED AND AGREED TO:
CITY OF FAIRHOPE, AL

By: _____

Print Name: _____

Title: _____

Date: _____



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-797

FROM:	Kim Creech, City Treasurer
SUBJECT:	Reimbursement resolution for planning the design, construction and financing of various capital improvements to the water works plant and distribution system and the sanitary sewer system.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

To adopt a resolution which authorizes the City to reimburse itself from warrant issue proceeds for planning the design, construction and financing of various capital improvements to the water works plant and distribution system and the sanitary sewer system to be financed.

BACKGROUND INFORMATION:

The Reimbursement Resolution is a formality per U.S. Treasury regulations, which will allow the City the option to start planning the design, construction and of various capital improvements to the water works plant and distribution system and the sanitary sewer system. The Resolution would allow the City to incur project capital costs now, and later reimburse itself out of warrant proceeds. The reimbursement resolution gives the City flexibility if it ultimately borrows and allows the City to reimburse itself (looking back 60 days prior to the date of the resolution being adopted). The reimbursement resolution does not imply a particular type of financing transaction or does not authorize financing.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

Lee Birchall, Bond Council, Bradley

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

BE IT RESOLVED by the City Council (the "Council") of the City of Fairhope, Alabama (the "City"), as follows:

Section 1. Findings. The City has ascertained and does hereby find and declare as follows:

- (a) The City is in the process of planning the design, construction and financing of certain various capital improvements to the water works plant and distribution system and the sanitary sewer system of the City (collectively the "Improvements"); and
- (b) The City intends to issue, in one or more series of General Obligation and/or Utility Revenue Warrants in the approximate aggregate principal amount of \$75,000,000 (collectively the "Warrants"), for the purpose of paying a portion of the costs of acquiring, providing, equipping, and constructing the Improvements and paying the costs of issuing the Warrants; and
- (c) The City expects to issue the Warrants during the second half of calendar year 2026; and
- (d) Prior to issuance of the Warrants, the City expects to incur certain costs and make certain expenditures out of the general fund of the City in connection with the Improvements; and
- (e) The City expects to allocate to itself, from the proceeds of the Warrants, up to \$15,000,000 of such proceeds to reimburse the City for the expenditures made prior to the date of issuance of the Warrants.

Section 2. Official Intent. The City hereby declares its official intent to allocate a portion of the proceeds of the Warrants to reimburse the general fund of the City for expenditures incurred after the date that is no more than sixty (60) days prior to the date of the adoption of this resolution, but prior to the issuance of the Warrants, in connection with the acquisition, provision, equipping, and construction of the Improvements. This resolution is being adopted pursuant to the requirements of the Internal Revenue Code of 1986, as amended, and Treasury Regulations Section 1.150-2(e) promulgated thereunder.

ADOPTED THIS 13TH DAY OF APRIL, 2026

CITY OF FAIRHOPE
A Municipal Corporation

James Reid Conyers, Jr.
City Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-798

FROM:	Kim Creech, City Treasurer
	Daryl Morefield, Water Superintendent
SUBJECT:	Resolution — Authorize the Treasurer to complete a FY2026 Budget transfer for the Water Department.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

Resolution — Authorize the Treasurer to complete a FY2026 Budget transfer for the Water Department from 004010-59500-90 System Improvement-Distribution to 004010-50365 Maintenance-Plants/Wells in the amount of \$200,000.00 for well repairs.

BACKGROUND INFORMATION:

Daryl Morefield, Water and Wastewater Superintendent, requests a transfer from budgeted capital system upgrades to the Water - Plants/Well Maintenance to cover expenses associated with repairing and replacing well pumps due to unforeseen failures. These repairs are necessary for continued system function but are not classified as a capital improvement.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004010-50365	Water - Maintenance Plants/Wells	\$0.00	\$200,000.00	(\$200,000.00)
004010-59500 Line 90	Water - System Improvement Dist	\$200,000.00	\$0.00	\$200,000.00

Authorize Treasurer to transfer \$200,000.00 from 004010-59500-90 to 004010-50365 within the FY2026 Budget.

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: No project expense string necessary to process budget transfer from 004010-59500-90 (Water Distribution System Main Replacements and Upgrades).

Action required (list contact persons/addresses if documents are to be mailed or emailed):

RESOLUTION NO. _____

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

[1] To authorize the Treasurer to complete a FY2026 Budget transfer for the Water Department from System Improvement-Distribution to Maintenance-Plants/Wells in the amount of \$200,000.00 for well repairs.

DULY ADPOTED ON THIS 13TH DAY OF APRIL 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-776

FROM:	Street & Traffic Committee
SUBJECT:	Recommendation — The Street & Traffic Committee recommends to City Council additional signal lights, if needed, with left turn signals for downtown.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

Street & Traffic Committee recommendation from March 26, 2026 meeting.

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

Jenny Opal Wilson

From: Natalie Fonseca
Sent: Friday, March 27, 2026 8:57 AM
To: Jenny Opal Wilson; Lisa A. Hanks, MMC
Cc: Stephanie Hollinghead
Subject: Street & Traffic Committee Recommendations 3/26/26

Recommendations to Council:

The committee recommends purchasing additional signal lights, if needed, with left turn signals for downtown.

Thank you,



Natalie Fonseca
Public Works Administrative Assistant

Phone: 251-928-8003
natalie.fonseca@fairhopeal.gov
555 S Section St.
Fairhope, AL 36532

PO Box 429
Fairhope, AL 36533
www.fairhopeal.gov



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-779

FROM:	Recreation Board
SUBJECT:	Recommendation — The Recreation Board requests that the City Council accepts the most recent Phase One recommendations from Gonzalez-Strength & Associates as the final requirements of GSA's contract with the City of Fairhope.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):

March 19, 2026

Good afternoon, Mayor,

Mike asked me to send you the two motions from our rec board meeting last night. Please see below.

1. Charlie Langham made a motion to recommend to City Council, to accept the most recent Phase One recommendations from Gonzalez-Strength & Associates (GSA) as the final requirements of GSA's contract with the City of Fairhope. The Phase One recommendations from GSA are not being approved by the Recreation Board as a final plan or recommendation to the City Council for construction. The Phase One plans will be further considered by the Recreation Board and City Council as funding is available to begin development of the City property at Highway 13 and 32 in Fairhope. Debra Flowers 2nd the motion to recommend, with none opposed.

Becky Barnard
Parks & Recreation Administrative Assistant
803 North Greeno Road
Fairhope, Alabama 36532
(251) 928-7270 ext. 319
rebecca.barnard@fairhopeal.gov
www.fairhopeal.gov



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-811

FROM:	Lisa Hanks, City Clerk
SUBJECT:	Application for Specialty Retailer of Consumable Hemp Products by Melissa B. Lane, Lane Beckner LLC, d/b/a Kathy's Package Store, 18153 Wright Blvd., Fairhope, AL 36532.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):



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

APR 1 12 26 AM '16

KAH

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT/CONTACT NAME Melissa B Lane TAX ID 81-2914034
AGE DATE OF BIRTH PLACE OF BIRTH Cedar Rapids, Iowa
MAILING ADDRESS 18153 Wright Blvd. Fairhope AL 36532
HOME # WORK
CELL # EMAIL Kathyspackagestore@gmail.com
RESIDENCE ADDRESS 17361 Phillips Place Fairhope, AL 36532
NO. YEARS AT PRESENT ADDRESS 9 yrs. NO. YEARS AT PREVIOUS ADDRESS 35 yrs.
PREVIOUS ADDRESS 1328 W. Congress st. Lafayette, LA 70506
LEGAL BUSINESS NAME Lane Beckner LLC DBA Kathy's Package Store
MAILING ADDRESS 18153 Wright Blvd. Fairhope, AL 36532
BUSINESS TAX ID 81-2914034 ADOR TAX ID R 009581495
BUSINESS LOCATION Fairhope, AL
HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes
IF SO, WHERE Present location UNDER WHAT NAME same name
HAS APPLICANT EVER BEEN ARRESTED no IF SO, WHERE
WHEN WHAT WAS CHARGE
DISPOSITION

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Cassie Forbes	7004 Stone Chase Ln Gulf Shores	
MaryAnne Doland	107 Presene Lafayette, LA	
Amanda Morley	1097 Stella Rd. Foley, AL	

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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

Melissa B. Lane
SIGNATURE (FULL NAME)

3/31/26
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____ City Clerk

APPROVED [Signature] DATE 4-7-26
Chief of Police

APPROVED _____ DATE _____
BY COUNCIL _____ City Clerk

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



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-810

FROM:	Lisa Hanks, City Clerk
SUBJECT:	Application for Special Events License by Thomas Bratton McGregor, Bottles Up Mobile Inc. d/b/a Bottles Up Mobile, Eastern Shore Art Center event on May 7, 2026, at 401 Oak St., Fairhope, AL 36532.
AGENDA DATE:	April 13, 2026

RECOMMENDED ACTION:

City Council Approval.

BACKGROUND INFORMATION:

BUDGET IMPACT/FUNDING SOURCE:

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

GRANT:

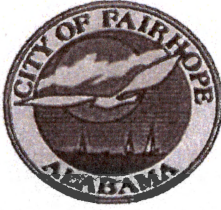
LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up:

Action required (list contact persons/addresses if documents are to be mailed or emailed):



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

APR 3 '26 PM 2:32 *aw*

PLEASE PRINT

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

APPLICANT'S NAME Thomas Bratten McGregor SSN#

AGE DATE OF BIRTH PLACE OF BIRTH Dhahran Saudi Arabia

MAILING ADDRESS 10349 Taylor Harper Blvd. Grand Bay, AL 36541

HOME # WORK #

CELL # FAX #

RESIDENCE ADDRESS Same as above

NO. YEARS AT PRESENT ADDRESS 8 NO. YEARS AT PREVIOUS ADDRESS 10

PREVIOUS ADDRESS 13151 Holly Ct. Grand Bay, AL 36541

NAME AND ADDRESS OF BUSINESS Eastern Shore Art Center - 5/7/26 Event
401 Oak St. Fairhope, AL 36532

NAME OF CORPORATION Bottles Up Mobile Inc.

BUSINESS LOCATION 401 Oak St. Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE Mobile & Baldwin UNDER WHAT NAME Bottles Up Mobile

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE

WHEN WHAT WAS CHARGE

DISPOSITION

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Ashley Crocker	9726 Brewster St. Mobile, AL.	
Byron Rowland	6905 Stonebrook Dr. Semmes, AL.	
Bryan Duke	2772 Shannandoah Semmes, AL.	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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

John Mc Allen
SIGNATURE (FULL NAME)

3-21-20
DATE

NOT APPROVED _____ DATE _____

NOT APPROVED

BY COUNCIL _____ DATE _____

APPROVED _____

Chief of Police

DATE

Chief of Police

4/6/20

APPROVED
BY COUNCIL

City Clerk

DATE _____

City Clerk

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

INCORPORATION MEMBERS

Applicant: Bottles Up Mobile Inc. d/b/a/ Bottles Up Mobile

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

Name Thomas Bratten McGregor Social Security Number _____

Date of Birth _____ Age _____ Place of Birth Dhahran Saudi Arabia

Mailing Address 10349 Taylor Harper Blvd. Grand Bay, AL 36541

Position with the Business President

Telephone Number _____ Driver License Number _____ State AL

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____

Name _____ Social Security Number _____

Date of Birth _____ Age _____ Place of Birth _____

Mailing Address _____

Position with the Business _____

Telephone Number _____ Driver License Number _____ State _____