



**CITY OF FAIRHOPE
CITY COUNCIL REGULAR AGENDA**

**Monday, September 14, 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 August 18, 2026, City Council Public Input Meeting; and minutes of August 24, 2026, Regular City Council Meeting and minutes of August 24, 2026, Work Session.
2. Report of the Mayor
 - Introduction of the Fairhope Junior City Council (2026-2027)
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – To amend Zoning Ordinance No. 1253 to zone the property of Krhut Enterprises, LLC, to R-1, Low Density Single-Family Residential District with Conditional Annexation. The property is located at the southeast corner of County Road 13 and Mosley Road and is 43.6± acres. PPIN #24484, #109974, #113514, and #234578. (Introduced at the August 24, 2026, City Council Meeting.)
6. Resolution – To authorize submission of Pre-Application for FY2027 Airport Improvement Program Grant, Airport Infrastructure Grant, and Alabama Department of Transportation 50/50 Grant for H.L. “Sonny” Callahan Airport (KCQF).
7. Resolution — That the City of Fairhope awards Request for Qualifications (RFQ) for the Fairhope Roundabouts Public Art Installation to Maxwell Emcays for the roundabout at Veterans Drive with cost of construction \$115,000.00; and to Nelson Grice for the roundabout at County Road 13 and County Road 32 with cost of construction \$117,300.00; and authorizes Mayor Sullivan to execute a contract with each artist to complete construction and installation of their art design in selected Fairhope roundabouts.
8. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute an Intergovernmental Roadway Construction Agreement between the Baldwin County Commission and the City of Fairhope, Alabama certain roadway improvements, including constructing a roundabout at the intersection of Founders Drive and Boothe Road, geometric and signal improvements to the intersections of US 98 and Twin Beech Road, and installing various pedestrian improvements within the project limits as depicted on Exhibits A, B, & C.

9. Resolution — That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 for Resolution No. 5734-26 with American Contractors Indemnity Company (Surety) and Fairhope Building Company (Contractor) for the J.M. Nature Center Remodel with a cost of \$18,678.27; and to award Change Order No. 1 to Fairhope Building Company (FBC). The new contract total will be \$254,753.27. The Surety Company is responsible for all contract pricing except for Change Order No. 1. And, to authorize Treasurer to transfer \$18,678.27 from General Fund to Capital Projects Fund in the FY2026 Budget.
10. Resolution - That the City Council approves the selection by Mayor Sherry Sullivan for Professional Engineering Services for (RFQ PS26-036) for the Coastal Engineering Services for Beach Monitoring - Magnolia Beach to Goodwyn Mills Cawood; and hereby authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council.
11. Resolution - That Mayor Sherry Sullivan is hereby authorized to execute Contract Amendment No. 3, Extension No. 2 of Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department with Chris Francis Tree Care, LLC per the terms and conditions of the original contract. The Contract Extension No. 2 to be from October 1, 2026 to September 30, 2027.
12. Resolution - That the City of Fairhope approves the annual procurement of Violas, Pansies, Nemesias, and other winter flowers for FY2027 for the Landscaping Department to Billy Harris and Associates with an estimated cost of \$15,319.82 plus shipping and additional tariffs. The cost will be included in the proposed FY2027 Budget. This procurement is allowed pursuant to Resolution No. 1650-10 adopted May 24, 2010.
13. Resolution - To award (Bid No. 26-047-2026-ITO-050) to Unity Fiber GulfCo., LLC for Single Mode Fiber Installation Fairhope Museum to Fairhope Civic Center with a bid proposal not-to-exceed \$38,500.00.
14. Resolution - That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Motors and Controls at the Key Allegra Lift Station to Morrow Water Technologies, Inc. for a not-to-exceed project cost of \$37,886.00. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out.
15. Resolution - To award (Bid No. 26-044-2026-SEW-012) to Underground, Inc. for Gayfer Park Lift Station Upgrade with a bid proposal not-to-exceed \$213,147.00. Authorize Treasurer to transfer \$5,537.60 from Lift Station Maintenance to Lift Station Improvements in FY2026 Budget.

16. Resolution – That the City of Fairhope approves the procurement of Fuzzy Filter Maintenance & Repair for the Parkson Fuzzy Filter at the Wastewater Treatment Plant from Parkson as sole source and manufacturer; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will not-to-exceed \$23,700.00.
17. 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 via "GovDeals", as listed in the resolution.
18. Resolution — That the City Council hereby approves the use of J.M. Wood Auction Company (The Equipment Auctioneers) as one of the options for surplus heavy machinery and trucks; and authorizes the Mayor to execute all necessary documents and contracts.
19. Resolution — That the City Council approves the charge off of Uncollectible Utility Accounts for Fiscal Year 2021 in the amount of \$141,283.07.
20. Resolution — That the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute the Memorandum of Understanding (MOU) between the Baldwin County Board of Education on behalf of Fairhope West Elementary School and the City of Fairhope Civic Center of Fairhope, Alabama, together referenced as the parties concerning the use of the facilities of the Organization during a School Emergency Evacuation/Reunification Procedure.
21. Appointment - Fairhope Public Schools Commission
22. Application - Special Events License by Thomas Bratton McGregor, Bottles Up Mobile Inc. d/b/a Apiary on October 4, 2026, at 85 North Bancroft Street, Fairhope, Alabama 36532
23. Request — Nathan Payne, Thomas Hospital Foundation, requests street closures for the Street Soirée, an annual fundraising event on Sunday, October 4, 2026, at the Apiary on 85 North Bancroft Street, Fairhope, Alabama 36532 from 5:00 a.m. to 4:00 p.m. for portions of Bancroft Street and Equality Street with access to the approved street closure area for Gulf Coast Events & Rentals and vendors to begin event setup; and the City of Fairhope to provide barricades to secure street closures and event area; and the Fairhope Police Department to provide security within perimeter and public safety.

24. Request — Cheslay Allegri, Live at 5 (a non-profit organization) requests street closures for the Fall/Winter 2026 Concerts at the Halstead Amphitheater on School Street between Morphy and Fairhope Avenue on Thursday, September 24, 2026; Friday, October 23, 2026; Friday, November 20, 2026; and Friday, December 18, 2026, from 6 a.m. until 12 a.m.; and City of Fairhope to deliver a trailer with eighty (80) plus metal barricades at new parking lot on north side of amphitheater; and twenty (20) trash cans with lids; and eight (8) orange barricades, four (4) on each end of School Street; and no parking signs along west side of road.
25. Public Participation – (3 minutes maximum)
26. Executive Session — To discuss pending and potential litigation; and the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property.
27. 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, Monday, September 28, 2026, 6:00 p.m.
Fairhope Municipal Complex - Council Chambers
161 N. Section Street
Fairhope, AL 36532



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-347

FROM:	Lisa Hanks, City Clerk
SUBJECT:	Approve minutes of August 18, 2026, City Council Public Input Meeting; and minutes of August 24, 2026, Regular City Council Meeting and minutes of August 24, 2026, Work Session.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

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 met in a Public Input Meeting
at 5:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Tuesday, 18 August 2026.

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

There being a quorum present, Council President Conyers called the meeting to order. The invocation was given by Lead Pastor Chris Bell with 3 Circle Church, and the Pledge of Allegiance was recited.

Council President Conyers gave a quick overview of the process for tonight's meeting: he will begin with an opening statement, Mayor and Councilmembers will give comments next, each group will have five minutes to present, and then we will open the public hearing.

Council President Conyers explained the background of a Fairhope City School System. He said there were two studies done: one commissioned by the School Group and was told a separate school system was feasible and without a tax increase; and one approved by the City Council and was told a separate school system was not feasible without a tax increase. Council President Conyers said he was interested in putting this out for a referendum for the citizens to choose whether or not they wanted an independent school system. He stated under current State law, this was not allowed; and the only way to form an independent City School System is for the City Council to vote on it. Council President Conyer said then we thought about doing a non-binding referendum but found out we cannot use and City resources or funds to hold a non-binding referendum. He stated that is how we got to where we are today. Council President Conyers commented we do not know how many people want a separate school system or how large the group is, so we are here to solicit feedback: "Is this something the citizen want us to pursue?"

Council President Conyers said there are pros and cons to both sides. He said his girls went to Fairhope Public Schools; one is a senior and one is in college. We had nothing but fantastic experience the whole way with great teachers, coaches, and administrators. He asked everyone to be respectful to their friends and neighbors because there are different points of view. Council President Conyers recognized Senator Chris Elliott and Commissioner John "Tater" Harris who were in attendance.

Mayor Sullivan thanked everyone for being here tonight. Mayor Sullivan stated we are all one community, are allowed to have various opinions, and knows there is a passion on both sides of this issue. She mentioned her whole family are products of Fairhope public schools. She also said there were pros and cons on either side of this issue. Mayor Sullivan said she hopes everyone can be respectful and have some good dialogue.

Councilmember Burrell thanked everyone for being here tonight. He said his two children went through the public school system K through 12; he was member of FEEF and President two years. his father was a coach. He stated his mother was a high school teacher, and his father was a high school coach. Councilmember Burrell said he was here with an open mind; and wanted to learn in order to make an educated decision. He told everyone thank you for coming out and being so passionate about our schools.

Councilmember Gammon stated he echoed what Council President Conyers said; and thinks he framed it up very well. He said everyone he has spoken with regarding this; the focus has always been what is the best thing for our children. Councilmember Gammon stated that this will be the number focus on his mind as he listens to all the feedback. He thanked everyone for being here.

Councilmember Robinson thanked everyone for being here. He said that many people in the room either had an impact or currently having a significant impact on all of his children. Councilmember Robinson said he is incredibly invested in making our schools the best they can possibly be. He commented if we can create better educational opportunities for our children, whether academically, athletically, or otherwise, we have a responsibility to consider that. Councilmember Robinson said we have to understand how great we have it currently; and to justify this there has to be such strong support from the community. He thanked everyone again for being here tonight.

Councilmember Booth said she was excited seeing everyone here; and will have an open mind. She stated that she has four generations from the Fairhope schools. Councilmember Booth commented that she has been pleased with our schools, but will be open-minded and willing to listen and learn from her citizens.

The Community Group was given five minutes to present their side for a having an independent City school system. Amy Thompson spoke on behalf of the Group; and said this is a natural progression not a divorce and has been discussed for 25 years. She said in 2009 there was group that wanted a separate school system. Ms. Thompson said this will be a School Board vested in the community and focused on our priorities.

She stated we have great schools, but Fairhope has created that culture of excellence. Ms. Thompson commented that their study showed a significant surplus; and said their priorities are from athletics to expanded classrooms to other initiatives, and new equipment. She said this is a 36532 school system with all five schools; we are one Fairhope. (See video for full statement)

Superintendent McRae thanked everyone for allowing them to be here; and also thanked the teachers for being here. He said over the past five years they have spent over \$25 million in infrastructure buildings; and have project plan for athletics that is an \$8 to \$10 million dollar project. Superintendent McRae said they are actively looking for property; and need a new elementary school in Fairhope. He said that it is their duty to provide the best opportunity for all students and for all communities. Superintendent McRae ended with “we are better together.”

Jon Cardwell, principal of Fairhope High School, said our model our vision is to provide hope and opportunity. He said this plan or lack of a plan is built on hope. Mr. Cardwell said Fairhope High School is his heart; and that heart is Newton, Fairhope Falls, Ecor Rouge, and Downtown Fairhope. He said this is too big a gamble with all of our students’ lives and tearing families apart for us to take a chance on maybe this work.

The following individuals spoke during Public Participation:
(See video for input and comments)

1. Laura Smith, 219 Orleans Drive, addressed the City Council and is against a separate school system based on comments.
2. Bethany Pierce, 108 Vivian Loop, addressed the City Council and is against a separate school system based on comments.
3. Corey Yonge, 111 Kiefer, addressed the City Council and is against a separate school system based on comments.
4. Matti Hamlin Waycaster, 407 Bartlett Avenue, addressed the City Council and is against a separate school system based on comments.
5. David Johnson, 16311 Wood Acres Road S., addressed the City Council and is against a separate school system based on comments.
6. Rose Wiles, 21307 Rolling Oaks Drive, addressed the City Council and is against a separate school system based on comments.
7. Tom Carney, Quail Creek Subdivision, addressed the City Council and is against a separate school system based on comments.
8. Catherine Dorrough, 705 Washington Drive, addressed the City Council and is against a separate school system based on comments.

9. Gustavo Douaihi, 219 Orleans Drive, addressed the City Council and is against a separate school system based on comments.
10. Carlton Wiles, 21307 Rolling Oaks Drive, addressed the City Council and is against a separate school system based on comments.
11. Dev Wakeley, 8856 Lake View Drive, addressed the City Council and is against a separate school system based on comments.
12. Brent Wiles, 21307 Rolling Oaks Drive, addressed the City Council and is against a separate school system based on comments.
13. Breanna Vivar, 21802 Yosemite Boulevard, addressed the City Council and is against a separate school system based on comments.
14. Vince Booth, 6541 Beaver Creek Drive, addressed the City Council and is against a separate school system based on comments.
15. Anna Hardy, 16717 Danne Road, addressed the City Council and is against a separate school system based on comments.
16. Melissa Brennan, 150 Easton Circle, addressed the City Council and is against a separate school system based on comments.
17. Haley Harbaugh, 11439 Caye Falls Street, addressed the City Council and is against a separate school system based on comments.
18. Laura Smith, 219 Orleans Drive, addressed the City Council again and mentioned capital assets; and pooled and direct expenses.
19. Katie Shurett, 390 Craftsman Avenue, addressed the City Council and is against a separate school system based on comments.
20. Gaynor Reynolds, 7 Audubon Place, addressed the City Council and did not say whether she was for or against a separate school system based on comments.
21. Eddie Tyler, 12225 County Road 1, addressed the City Council and is against a separate school system based on comments.
22. Anne Dorman, 724 South Mobile Street, addressed the City Council and did not say whether she was for or against a separate school system based on comments.
23. Candy Pilgrim, 11789 Hons Drive, addressed the City Council and is against a separate school system based on comments.
24. Matt Huffty, 22440 Sea Cliff Drive, addressed the City Council and is against a separate school system based on comments.
25. Debbie Haley, 6583 Willowbridge Drive, addressed the City Council and is against a separate school system based on comments.
26. Matt Gulisano, 20160 Pecan Trace, addressed the City Council and did not say whether he was for or against a separate school system based on comments.
27. Russell Wiles, resident of Silverhill, addressed the City Council and is against a separate school system based on comments.

28. Chesley Hughes, 709 Fairhope Avenue, addressed the City Council and did not say whether she was for or against a separate school system based on comments.
29. Vickie Watterson Bailey, 6525 Willowbridge Drive, addressed the City Council and is against a separate school system but wants both sides to have dialogue.
30. Daniel Galbreath, 11248 Rosa Court, addressed the City Council and is against a separate school system.
31. Rachel Robinson, 9870 Nix Lane, addressed the City Council and is against a separate school system.

Senator Chris Elliott addressed the City Council and told them this is a lucky position to be in; and they are doing this right. Senator Elliott told them that he and his staff were available to answer questions.

Cecil Christenberry, Baldwin County Board of Education member, addressed the City Council and said we are transitioning into a new Superintendent; and said he was concerned with the children outside the City limits. Mr. Christenberry said he knows the right decision will be made. He thanked everyone and said we are strong and proud.

Mayor Sullivan went over the survey numbers. She said we had 11,000 surveys with 89% against a separate school system and 11% for it. She said 54% of the children are in the system (City limits). Mayor Sullivan asked everyone who had not completed the survey to please do so. She thanked everyone for being here tonight; and we were here to listen to your voice. Mayor Sullivan said the City cannot charge an Impact Fee for schools, but the County could. She stated collaboration happens between the Baldwin County Board of Education and the City of Fairhope. Mayor Sullivan said we are a community that has passion for schools, kids, and educators.

Councilmember Gammon commented that the data is important; and this is a complicated issue with multiple questions. He said there are 15,000 additional residents already approved. Councilmember Gammon thanked everyone for being here tonight and appreciated the dialogue.

Councilmember Robinson said there were impressive speakers tonight; and the students were well spoken. He commented we have a passionate community with all issues; and facts change and information changes. He said we need to get it right.

Councilmember Booth commented that it was not easy for the Committee Group. She said we heard your heart and felt love tonight.

Council President Conyers thanked everyone for being here tonight. He said this was not intentional; and we need the right answer.

Tuesday, 18 August 2026
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There being no further business to come before the City Council, the meeting was duly adjourned at 8:02 p.m.

James Reid Conyers, Jr.
Council President

Lisa A. Hanks, MMC
City Clerk

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, 24 August 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 5:40 p.m. The invocation was given by Reverend Ellen Huckabay, Associate Director and Chaplain of St. James Episcopal School, and the Pledge of Allegiance was recited. Councilmember Robinson moved to approve minutes of the August 10, 2026, regular meeting; and minutes of the August 10, 2026, work session. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and thanked City Staff and Councilmembers for their hard work with the budget and budget meetings. She thanked City Treasurer Kim Creech and her staff for their work with the budget. Mayor Sullivan thanked Human Resources Director Hannah Noonan and City Staff for their work with the Compensation Study.

Councilmember Gammon thanked everyone who came out for the meeting on a City School System; and the City Council was not taking a vote that night. He said we are in the 4% in the nation and have a great school system. Councilmember Gannon said both sides raised good pros and cons; and it was a great conversation.

Council President Conyers thanked everyone who came out to the meeting and those that took the survey. He said we had good feedback; and we have a community who is engaged.

Council President Conyers said we would be addressing Agenda Items No. 4 and No. 5 at approximately 6:00 p.m.

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 Change Order No. 1 for (Bid No. 26-012-2024-PWI-023) Julwin's Plaza Project with a cost of \$17,975.72; and to award Change Order No. 1 to R.H. Deas Building Company, LLC. The new contract total will be \$450,373.86. Authorize Treasurer to transfer \$17,975.72 in the FY2026 Budget from General Fund to Capital Projects Fund. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

24 August 2026

RESOLUTION NO. 5887-26

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 Contract Order No. 1 for (Bid No. 26-012-2024-PWI-023) Julwin's Plaza Project with a cost of \$17,975.72; and to award Change Order No. 1 to R.H. Deas Building Company, LLC. The new contract total will be \$450,373.66. Authorize Treasurer to transfer \$17,975.72 in the FY2026 Budget from General Fund to Capital Projects Fund.

DULY ADOPTED ON THIS 24TH DAY OF AUGUST, 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. 26-041-2025-PWI-007) to Fairhope Building Company, LLC for the Relocation of the Henry Stuart House from 22787 US-98 to Flying Creek Nature Preserve with a bid proposal not-to-exceed \$421,050.00, which includes a project contingency of 10% and a \$30,000.00 contingency for MEP and Landscape Materials. This project is 100% funded by donations. The motion was seconded by Councilmember Robinson. Councilmember Burrell said that Sonny Brewer apologized for not being here tonight and his soul is in this project. Mayor Sullivan thanked everyone who helped with the project. Councilmember Burrell commented it is within walking distance from its current location. Council President Conyers commented the funds were raised by citizens and will be moved to a similar location at the Fairhope Flying Creek Nature Preserve. After further discussion, motion passed unanimously by voice vote.

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24 August 2026

RESOLUTION NO. 5888-26

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. 26-041-2025-PWI-007) Relocation of the Henry Stuart House from 22787 US-98 to Flying Creek Nature Preserve for the Public Works/Engineering/Parks Departments.

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

Please see attached Bid Tabulation for
Relocation of the Henry Stuart House from 22787 US-98
to Flying Creek Nature Preserve

[3] After evaluating the bid proposals with the required bid specifications, Fairhope Building Company, LLC is now awarded (Bid No. 26-041-2025-PWI-007) Relocation of the Henry Stuart House from 22787 US-98 to Flying Creek Nature Preserve for the Public Works/Engineering/Parks Departments with a bid proposal not-to-exceed \$421,050.00, which includes a project contingency of 10% and a \$30,000.00 contingency for MEP and Landscape Materials. This project is 100% funded by donations.

ADOPTED ON THIS 24TH DAY OF AUGUST, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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24 August 2026

City of Fairhope Bid Tabulation

Bid 26-041-2025-PWI-007 Relocation for the Henry Stuart House 22787 US-98 to Flying Creek Nature Preserve

Opened August 11, 2026 at 10:00 A.M.

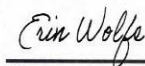
	Fairhope Building Company, LLC	GAF Companies, LLC.	ICC Commonwealth Corporation	RH Deas Building Co., LLC.	Tindle Construction, LLC.
Addendum I, II (Y/N)	Y	Y	Y	Y	Y
Bid Documents Signed / Notarized (Y/N)	Y	Y	Y	Y	Y
Bid Bond (Y/N)	Y	Y	Y	Y	Y
Lump Sum Price - Including material, equipment, tools, labor, overhead, profit and incidentals to deliver a complete "turnkey" relocated structure as shown in plans specification and contract documents (BaseBid)	\$355,500.00	\$440,000.00	\$715,088.89	\$540,000.00	\$547,594.67
Envelope Deduction:	----	----	----	-\$10,000.00	----
Bid Total (Lump Sum):	\$355,500.00	\$440,000.00	\$715,088.89	\$530,000.00	\$547,594.67
Project Contingency for Unforeseen Conditions (10% of Base Bid Above)	\$35,550.00	\$44,000.00	\$71,508.89	\$53,000.00	\$54,759.47
MEP & Landscape Material Contingency	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Bid Total (Lump Sum):	\$421,050.00	\$514,000.00	\$816,597.78	\$613,000.00	\$632,354.14

Recommendation:

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



Signature
Richard Johnson, City Engineer



Signature
Erin Wolfe, Purchasing Manager

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to adopt a Transportation Plan pursuant to the Rebuild Alabama Act for FY2027. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

24 August 2026

RESOLUTION NO. 5889-26

Adopting Transportation Plan Pursuant to the Rebuild Alabama Act

WHEREAS, the Alabama legislature in Act. No. 2019-2 adopted the Rebuild Alabama Act;

WHEREAS, the Rebuild Alabama Act provides for an allocation among the municipalities of the state on the basis of the ratio of population of each municipality to the total population of all municipalities of the state a portion of the additional taxes levied under the Act to be used for transportation infrastructure, improvement, preservation and maintenance;

WHEREAS, the Act provides that the municipal governing body of the City of Fairhope, Alabama, shall adopt an annual Transportation Plan, no later than August 31, which shall provide a detailed list of projects for which expenditures are intended to be made in the next fiscal year and shall be based upon an estimate of the revenues anticipated from the fund in which the additional revenue is deposited during the next fiscal year; and

WHEREAS, the Act further provides that any such funds shall be used only for the maintenance, improvement, replacement, and construction of roads and bridges maintained by the City of Fairhope, Alabama, and such other uses as are defined in the Act.

NOW, THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF FAIRHOPE, ALABAMA, as follows:

1. The City Council of Fairhope, Alabama, hereby passes this Resolution as its Transportation Plan submitted in compliance with the Rebuild Act, Act No. 2019-2.
2. Pursuant to the Act, the City Council of Fairhope, Alabama, estimates that its anticipated allocation from the Rebuild Alabama Act fund for fiscal year 2027 will be approximately $\pm \$195,000.00$, with increasing allocations for each fiscal year thereafter.
3. Pursuant to the Act, the City anticipates expending funds received pursuant to the Act, in part or in whole, to fund any of the following numbered 1 through 23 City Road maintenance, improvement, replacement, and/or construction projects as shown on the City of Fairhope FY 2027 Transportation Plan.
4. The Total Estimate of Improvements for the Qualifying Roads in the City of Fairhope FY 2027 Transportation Plan is approximately \$1,665,550.00 well in excess of the FY2027 Rebuild Alabama Act fund allocation.

DULY ADOPTED THIS 24TH DAY OF AUGUST, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

24 August 2026

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection by Mayor Sherry Sullivan for Professional Engineering Services for (RFQ PS26-031) for the Construction Materials and Special Inspections for the First Responders Safe Room Project to GeoCon, Inc.; and hereby authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council. Seconded by Councilmember Gammon, motion passed unanimously by voice vote.

RESOLUTION NO. 5890-26

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 Services for (RFQ PS26-031) for the Construction Materials and Special Inspections for the First Responders Safe Room Project to GeoCon, Inc.; and hereby authorizes Mayor Sullivan to execute the contract with a not-to-exceed of \$30,000.00.

DULY ADOPTED THIS 24TH DAY OF AUGUST, 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 to award (Bid No. 26-046) to Larson Meridian Group LLC for Fire Extinguisher Inspection Services Annual Contract in the amount of \$55,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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24 August 2026

RESOLUTION NO. 5891-26

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. 26-046) Fire Extinguisher Inspection Services Annual Contract 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
Fire Extinguisher Inspection Services Annual Contract

[3] After evaluating the bid proposals with the required bid specifications, Larson Meridian Group LLC is now awarded (Bid No. 26-046) Fire Extinguisher Inspection Services Annual Contract for the City of Fairhope with a bid proposal not-to-exceed \$55,000.00.

ADOPTED ON THIS 24TH DAY OF AUGUST, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

*

*

*

24 August 2026

City of Fairhope Bid Tabulation

Bid 26-046 Fire Extinguisher Inspection Services Annual Contract

Opened August 11, 2026 at 2:00 P.M.

	Vendor	Larson Meridian Group, LLC	VSC Fire & Security
	Bid Documents Signed / Notarized (Y/N)	Y	Y
ITEM NO.	ITEM	PRICE PER EACH	PRICE PER EACH
1	Annual Inspections (Stier Tags on all extinguishers exposed to elements)	\$12.50	
2	2.5# ABC, BC Recharge	\$46.80	
3	5# ABC, BC Recharge	\$64.80	
4	10# ABC, BC Recharge	\$82.80	
5	20# ABC, BC Recharge	\$122.40	
6	2.5# Halatron Recharge	\$158.40	
7	5# Halatron Recharge	\$252.00	
8	11# Halatron Recharge	\$486.00	
9	30# Class D Recharge	\$468.00	
10	2.5 Gallon Recharge H2O	\$64.80	
11	5# CO2 Recharge	\$79.20	
12	10# CO2 Recharge	\$99.60	
13	20# CO2 Recharge	\$140.40	
14	2.5# ABC, BC Six (6) Year	\$60.00	
15	5# ABC, BC Six (6) Year	\$81.60	
16	10# ABC, BC Six (6) Year	\$120.00	
17	20# ABC, BC Six (6) Year	\$176.40	
18	2.5# Halatron Six (6) Year	\$202.80	
19	5# Halatron Six (6) Year	\$314.40	
20	11# Halatron Six (6) Year	\$558.00	
21	2.5# Hydro BC ABC	\$60.00	
22	5# Hydro BC ABC	\$81.60	

24 August 2026

23	10# Hydro BC ABC	\$120.00
24	20# Hydro BC ABC	\$228.00
25	10# Hydro CO2	\$403.20
26	20# Hydro CO2	\$684.00
27	30# Class D Hydro	\$1,471.20
28	2.5 Gallon Hydro H2O	\$244.80
29	2.5# Halatron Hydro	\$448.80
30	5# Halatron Hydro	\$892.80
31	11# Halatron Hydro	\$1,797.60
32	New ABC, BC 2.5#	\$60.00
33	New ABC, BC 5#	\$81.60
34	New ABC, BC 10#	\$120.00
35	New ABC, BC 20#	\$228.00
36	New Purple K, 10#	\$259.20
37	New Purple K, 20#	\$398.40
38	New 6L K Class	\$348.00
39	New CO2 5#	\$304.80
40	New CO2 10#	\$403.20
41	New CO2 15#	\$472.80
42	New CO2 20#	\$684.00
43	New Halatron 2.5#	\$448.80
44	New Halatron 5#	\$892.80
45	New Halatron 11#	\$1,797.60
46	Valve	\$9.00
47	Gauge	\$5.40
48	Suppression System Service	\$360.00
49	Fusible Links	\$12.00
50	Pins	\$12.00
51	Hood Cleaning per Square Foot	\$900.00
52	Hood Cleaning Per Each Nozzle	\$900.00

Non-Responsible

24 August 2026

	O Ring	Included
	TOTAL ANNUAL INSPECTION	\$18,720.50
	Service Charge for Callouts other than Annual Inspection (if any)	\$162.00

Recommendation:

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



Signature

John Thomas, Director of Public Works



Signature

Erin Wolfe, Procurement & Contracts Manager

Councilmember Gammon introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes and approves the addition of one (1) temporary Fire Station Maintenance Coordinator 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. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

24 August 2026

RESOLUTION NO. 5892-26

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 Fire Station Maintenance Coordinator position to the FY 2026 Budget to align with the retirement of the incumbent who will work with and train the replacement. This will be beneficial to the City as well as the new employee.

ADOPTED THIS 24TH DAY OF AUGUST 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 Jackson Thornton Advisors, LLC for Revenue Requirements Analysis and Utility Cost of Service Study/Rate Study (RFQ PS26-030) with a not-to-exceed amount of \$86,800.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5893-26

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 Jackson Thornton Advisors, LLC for Revenue Requirements Analysis and Utility Cost of Service Study / Rate Study (RFQ PS26-030) with a not-to-exceed amount of \$86,800.00.

DULY ADOPTED THIS 24TH DAY OF AUGUST, 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

24 August 2026

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes the City Treasurer to advertise a Request for Proposals (RFP) for a bank loan for Water and Wastewater. Seconded by Councilmember Gammon, motion passed unanimously by voice vote.

RESOLUTION NO. 5894-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes the City Treasurer to advertise a Request for Proposals (RFP) for a bank loan for Water and Wastewater.

DULY ADPOTED ON THIS 24TH DAY OF AUGUST 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 the City Council authorizes the City Treasurer to advertise a Request for Proposals (RFP) for bond underwriting services. Seconded by Councilmember Gammon, motion passed unanimously by voice vote.

RESOLUTION NO. 5895-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes the City Treasurer to advertise a Request for Proposals (RFP) for bond underwriting services.

DULY ADPOTED ON THIS 24TH DAY OF AUGUST 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

24 August 2026

Councilmember Booth introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and authorizes the City Treasurer to execute the Medical Stop Loss proposal with Symetra Life Insurance Company for specific and aggregate stop loss insurance to be effective October 1, 2026. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 5896-26

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

[1] That the City Council approves and authorizes the City Treasurer to execute the Medical Stop Loss proposal with Symetra Life Insurance Company for specific and aggregate stop loss insurance to be effective October 1, 2026.

DULY ADPOTED ON THIS 24TH DAY OF AUGUST 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 approve FY2026 AIP Grant Application for Land Reimbursement; and that the Mayor is hereby authorized to sign and execute any necessary and appropriate documents, including grant applications and grant agreements, so that the City of Fairhope and Fairhope Airport Authority can receive funding under the FAA Airport Improvement Program (AIP) for grant funding in the amount of \$285,339.00 for land reimbursement. The matching funds (if any) required for this AIP Grant shall be the responsibility of Fairhope Airport Authority, and not the City of Fairhope. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

24 August 2026

RESOLUTION NO. 5897-26

**RESOLUTION TO APPROVE FY2026 AIP GRANT
APPLICATION FOR LAND REIMBURSEMENT**

BE IT RESOLVED by the City Council of the City of Fairhope, in a regular meeting of the City Council on August 24, 2026, that the Mayor is hereby authorized to sign and execute any necessary and appropriate documents, including grant applications and grant agreements, so that the City of Fairhope and Fairhope Airport Authority can receive funding under the FAA Airport Improvement Program (AIP) for grant funding in the amount of \$285,339.00 for land reimbursement. The matching funds (if any) required for this AIP Grant shall be the responsibility of Fairhope Airport Authority, and not the City of Fairhope.

ADOPTED THIS 24TH DAY OF AUGUST, 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 approve the FY2026 AIP Grant Application for Fencing Project at the H. L. "Sonny" Callahan Airport; and that the Mayor is hereby authorized to sign and execute any necessary and appropriate documents, including grant applications and grant agreements, so that the City of Fairhope and Fairhope Airport Authority can receive the grant funding, acting for and in behalf of the Airport in Fairhope, Alabama so that the grant applications for this AIP funding opportunity may be finalized, approved, and accepted in accordance with applicable law and procedures. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

24 August 2026

RESOLUTION NO. 5898-26

**RESOLUTION TO APPROVE FY2026 AIP GRANT
APPLICATION FOR FENCING PROJECT AT
H. L. “SONNY” CALLAHAN AIRPORT**

WHEREAS, the City of Fairhope intends to apply for Federal matching funds for an Airport Improvement Project (AIP) at H. L. “Sonny” Callahan Airport during FY2026 for fencing and security improvements at the Airport; and

WHEREAS, the total anticipated cost of the project is \$113,800, with the matching portion being \$5,690.00 (5% of the total project cost); and

WHEREAS, the deadline for submission of the Grant Application is August 31, 2026; and

WHEREAS, the City of Fairhope continues as a sponsor of the H. L. “Sonny” Callahan Airport due in part to a funding agreement between the City and Fairhope Airport Authority related to a portion of the H. L. “Sonny” Callahan Airport property; and

WHEREAS, Fairhope Airport Authority, and not the City of Fairhope, shall be responsible for setting aside and appropriating the matching portion of the funds for the AIP fencing project at the Airport pursuant to a Resolution adopted by the Authority on August 11, 2026.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, in a regular meeting of the City Council on August 24, 2026, that the Mayor is hereby authorized to sign and execute any necessary and appropriate documents, including grant applications and grant agreements, so that the City of Fairhope and Fairhope Airport Authority can receive the grant funding described above, acting for and in behalf of the H. L. “Sonny” Callahan Airport in Fairhope, Alabama so that the grant applications for this AIP funding opportunity may be finalized, approved, and accepted in accordance with applicable law and procedures.

ADOPTED THIS 24TH DAY OF AUGUST, 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

24 August 2026

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Installation of Sand Filters at the Indoor Pool to Classic Pools and Patio Center Inc. for a not-to-exceed project cost of \$72,900.00. 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 funds in the amount of \$72,900.00 from savings on Press Box Project at Majors Field to Municipal Pool Project in the FY2026 Budget within Recreation Capital Improvements; and authorizes Treasurer to pay the vendor 50% upfront. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

RESOLUTION NO. 5899-26

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Installation of Sand Filters at the Indoor Pool to Classic Pools and Patio Center Inc. for a not-to-exceed project cost of \$72,900.00. 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 funds in the amount of \$72,900.00 from savings on Project 2026REC020-Press Box at Majors Field to Project 2023PWI019-Municipal Pool in FY2026 Budget within Recreation Capital Improvements; and authorizes Treasurer to pay the vendor 50% upfront.

DULY ADOPTED ON THIS 24TH DAY OF AUGUST, 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Booth moved to grant the request of Leslie Edgemon, Baldwin County Humane Society, requesting permission to close streets in downtown Fairhope on Thursday, October 29, 2026, from 5:00 p.m. to 7:00 p.m. for the Fairhope Witches Ride 2026; and for City to provide barricades and two (2) power boxes. The ride will begin at Coastal Alabama Community College Amphitheater. This whimsical bike ride benefits local animal rescue and helps animals throughout our area. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

24 August 2026

City Council reviewed an application for a Retail Food Store Consumable Hemp Products by Kamal Constantine, Manning, Inc. d/b/a Piggly Wiggly, 100 Plantation Pointe Road, Fairhope, Alabama. Councilmember Booth moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed by the following voice votes: AYE – Burrell, Conyers, Robinson, and Booth. NAY – Gammon. Councilmember Burrell issued a warning to the owner: “Don’t break the rules on this or you will lose your business license. You won’t lose your license to sell these products. Your business license. You’ve been warned.”

City Council reviewed an application for a Beer/Wine On/Off Premises Licenses by John Perrine, The Club at Fairhope Golf Works LLC d/b/a The Club at Fairhope Golf Works, 363 Commercial Park Dr., Fairhope, Alabama. Councilmember Robinson moved to approve the issuance of the license. Seconded by Councilmember Booth, motion passed unanimously by voice vote.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Gammon introduced in writing an ordinance to zone the property of Krhut Enterprises, LLC to R-1, Low Density Single-Family Residential District with conditional annexation. The property is located at the southeast corner of County Road 13 and Mosley Road and is 43.6± acres. PPIN #24484, #109974, #113514, and #234578. The Planning Commission gave a favorable recommendation of this ordinance. Council President Conyers read the proposed ordinance.

Planning Director Hunter Simmons briefly explained the proposed ordinance; and answered questions if needed. Councilmember Burrell said a citizen was worried about drainage. Larry Smith with S. E. Civil Engineering responded that this project would improve drainage and save trees. Councilmember Burrell questioned density of the project.

Council President Conyers opened the Public Hearing at 6:20 p.m.

Will Hightower, Tower Homes, addressed the City Council and said this is a family owned and operated business; and he was super happy to be back here. He said the site will layout less dense than presented; and it would be 50 lots with a maximum density of 1.4 units per acre. Mr. Hightower said there would be a natural tree buffer around the wetlands. Councilmember Gammon said this project looks good at R-1 and also protecting live oaks.

No one present opposed the proposed ordinance, the Public Hearing closed at 6:26 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the September 14, 2026 City Council meeting.

24 August 2026

Building Official Erik Cortinas addressed the City Council regarding Agenda Item No. 6: a resolution that the City Council authorizes and approves the contract between the City of Fairhope and Childress Siteworks, Inc. for the demolition of the dangerous building on the Fairhope Church of God in Christ property in the total amount not-to-exceed \$22,500.00; and that the Mayor, the Building Official, the City Attorney, and any other officials or employees acting under the direction of the Mayor are empowered to do such things as are necessary to carry out the emergency demolition on the Property and to otherwise carry out the purposes of this Resolution.

He explained that the church was already demolished without obtaining a permit; and now this is a contractual agreement between the church and the contractor. Mr. Cortinas said he needs a letter stating who owns the church; and then would issue a permit to the contractor. Reverend Barry Cody stated the church has been here since 1931; and said he told the contractor the church could be taken down any time after Monday evening.

Councilmember Burrell moved to remove Agenda Item No. 6 from the agenda. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Burrell 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 6:33 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 4:00 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 24 August 2026.

Present were Council President Jimmy Conyers, Councilmembers: Jack Burrell
(arrived at 4:45 p.m.), Joshua Gammon (arrived at 4:25 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 4:03 p.m.

The following topics were discussed:

- The first item on the Agenda was Department Updates: Human Resources Director Hannah Noonan addressed the City Council regarding Agenda Item No.11; and answered any questions if needed.
- Recreation Director Pat White addressed the City Council regarding Agenda Item No. 18; and answered any questions if needed.
- Public Works Director John Thomas addressed the City Council regarding Agenda Item No.10; and answered any questions if needed.
- City Treasurer Kim Creech addressed the City Council regarding Agenda Items No. 12, No. 13, No. 14, and No. 15; and answered any questions if needed.
- Planning Director Hunter Simmons addressed the City Council regarding Agenda Item No. 4; and answered any questions if needed.
- City Engineer Richard Johnson addressed the City Council regarding Agenda Items No. 6, No. 7, No. 8, No. 9; and answered any questions if needed. He also addressed Work Session Agenda Item No. 2: the presentation of the Transportation Plan pursuant to the Rebuild Alabama Act.
- Police Chief Stephanie Hollinghead addressed the City Council regarding Agenda Items No. 19, No. 20, and No. 21; and answered any questions if needed.
- Building Official Erik Cortinas addressed the City Council regarding Agenda Item No. 5; and answered any questions if needed. Removing the item or tabling the item was discussed.
- Councilmember Jack Burrell addressed the City Council regarding Agenda Items No. 16 and No. 17; and answered any questions if needed.
- The next item on the Agenda was the Presentation of the recommendation from the Evergreen Solutions Compensation & Classification Study completed for the City of Fairhope by HR Director Hannah Noonan. (See attached Power Point Presentation)
- City Treasurer Kim Creech began the Discussion of the FY2027 Budget for Fairhope Utilities. (See attached Power Point Presentation)

Monday, 24 August 2026

Page -2-

- Councilmember Burrell mentioned the two Agenda items for the Fairhope Airport Authority's grant applications. He mentioned a Street and Traffic Control Committee coming up in a week or so.
- Councilmember Gammon mentioned the Tree Committee and the Fairhope Environmental Advisory meetings this month.
- Councilmember Robinson gave a Recreation Board update regarding rental terms.
- Councilmember Booth gave a Library Board update.
- Council President Conyers gave a Parking Authority update.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:28 p.m.

James Reid Conyers, Jr.
Council President

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE CLASSIFICATION AND COMPENSATION STUDY

Stasey Whichel, Project Manager
Rev. August 24, 2026



AGENDA

01

Study Goals

02

Internal Review

03

External Review

04

Recommendations

05

Questions

STUDY GOALS

In January 2026, the City of Fairhope, Alabama engaged Evergreen Solutions to evaluate its compensation and classification systems. The study assessed internal equity, external competitiveness, and employee perceptions, and developed recommendations to keep the City's systems equitable, competitive, and sustainable.

1

Assess Current Conditions

Review the current pay plan, salary placement, tenure, and compression to set a baseline. Conduct focus groups and an all-employee survey.

2

Evaluate Internal Equity

Review classification content to define internal relationships, levels, and job families across departments.

3

Evaluate External Equity

Benchmark the City against 20 regional and statewide peers and measure competitiveness across market percentiles.

4

Develop Recommendations

Deliver a market-aligned pay structure that reflects the local cost of living and supports recruitment and retention.

INTERNAL REVIEW

Assessment of Current Conditions

53.1%

above midpoint

15.6%

in the 1st quartile

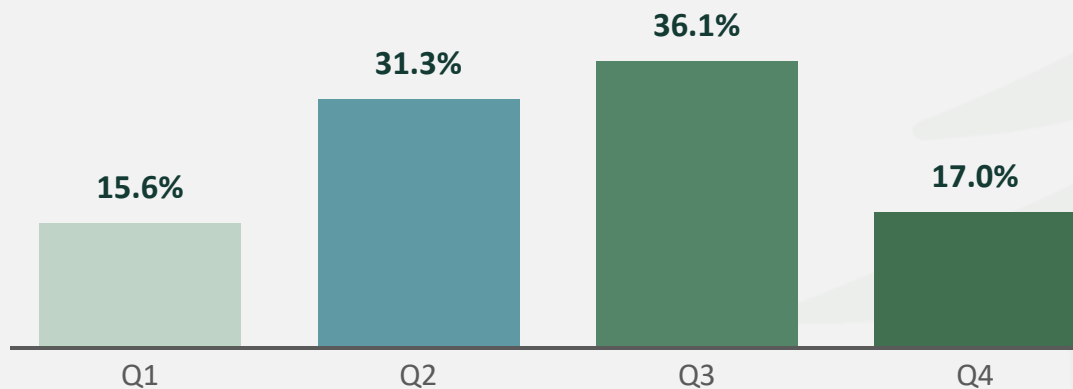
67.4%

In the 2nd and 3rd quartile

9.2 yrs

average tenure

Quartile Placement (all employees)



WHAT THIS MEANS

- About 53% are paid above the midpoint and 47% below yet wide ranges keep midpoints below market.
- Employees concentrate in the middle quartiles; only 17% reach the top quartile.
- Less than 1% are paid at the range minimum and about 4% at the maximum.
- With average tenure of 9.2 years, salary placement is generally tied to length of service.

Salary Placement — most employees sit in the middle of very wide ranges

INTERNAL REVIEW

Employee Outreach

250

survey responses received

77%

feel that pay doesn't align with COL

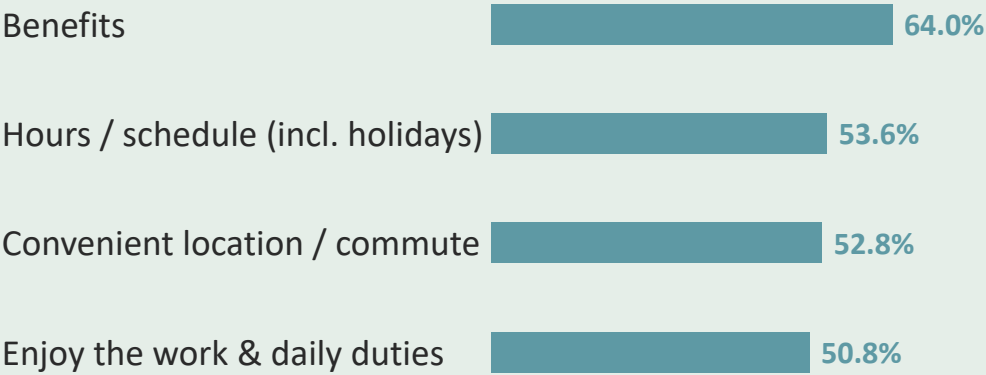
50%

say pay isn't competitive locally

WHY EMPLOYEES JOIN THE CITY



WHY EMPLOYEES STAY



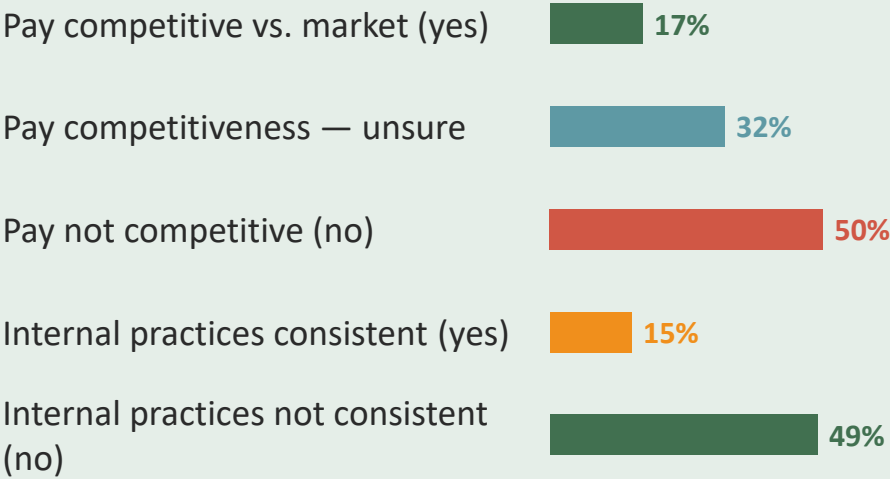
FOCUS GROUPS

Pay relative to the cost of living and to neighboring employers — Baldwin County, Daphne, Gulf Shores, and Foley — was the most common theme. Employees cited an annual cost-of-living adjustment that lags peers and compression between new and long-tenured staff.

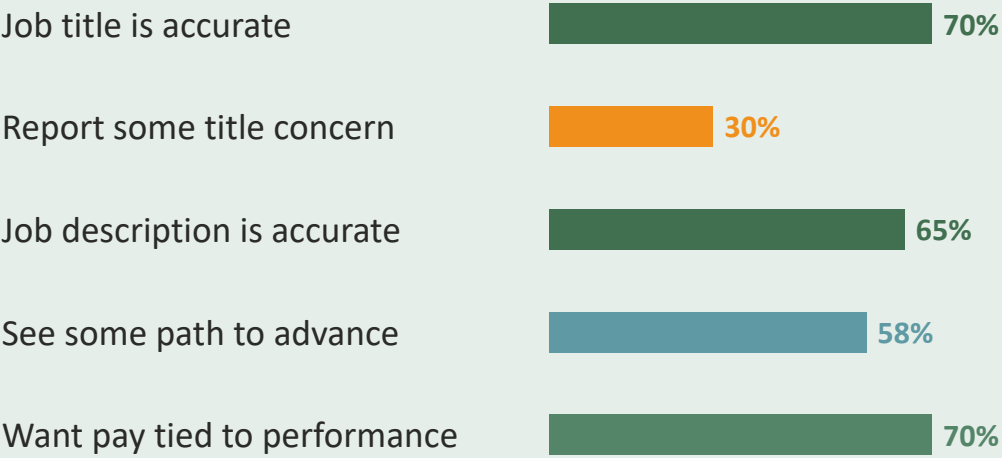
INTERNAL REVIEW

Employee Outreach – Perceptions of Pay & Classification

COMPENSATION



CLASSIFICATION



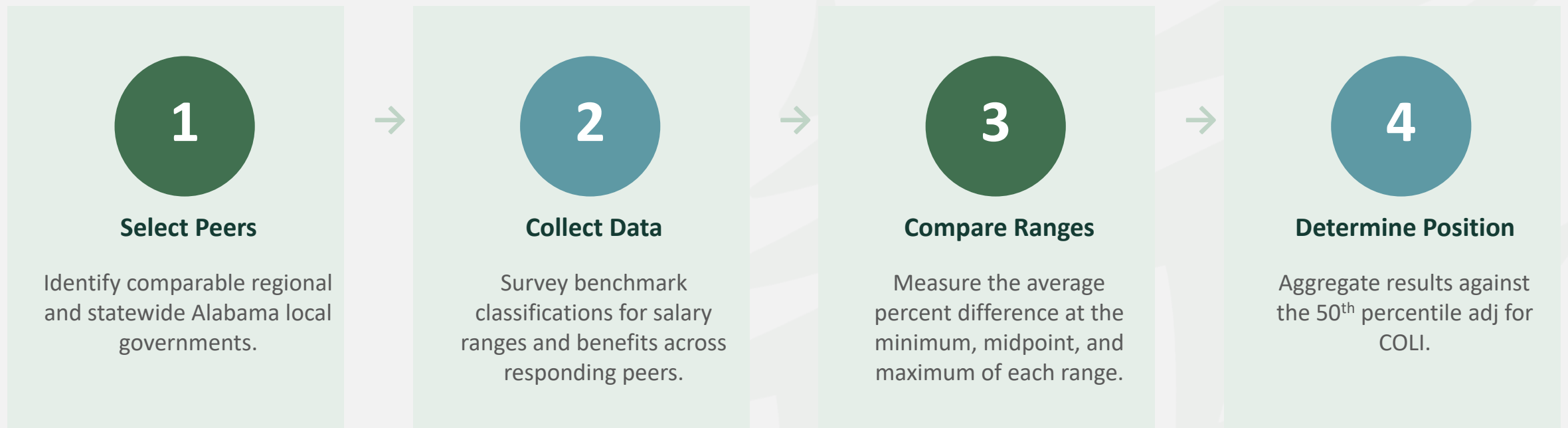
THE DOMINANT THEME

Across departments, pay relative to the cost of living and to neighboring employers was the leading concern. Long-tenured staff highlighted compression as new hires start near their pay, and many viewed the annual cost-of-living adjustment as insufficient.

EXTERNAL REVIEW

Market Survey Goals

The market survey benchmarks the City's pay ranges against peer organizations to measure competitiveness. Results are aggregated against the 50th, 60th, and 75th percentiles to define the City's market position.



EXTERNAL REVIEW

Market Peers

100%

peer response rate (20 of 20)

129

benchmark classifications

1,173

total quality peer matches

SELECTED MARKET PEERS – ADJUSTED FOR COST OF LIVING

- Baldwin County
- Baldwin Co. Sheriff
- Athens
- Auburn
- Bay Minette
- Daphne
- Florence
- Foley
- Gulf Shores
- Homewood
- Hoover
- Huntsville
- Madison
- Mobile
- Mountain Brook
- Northport
- Opelika
- Robertsdale
- Tuscaloosa
- Mobile County

COST OF LIVING INDEX

95

City of Fairhope cost-of-living index –
County Index

Peer indices range 90.7 to 99, placing
the City near the middle of the market.

EXTERNAL REVIEW

Market Analysis — the City trails the market at the minimum and midpoint

Average percent difference between the City's salary ranges and the peer market (statistical outliers removed). The City is below market at the minimum and midpoint and competitive at the maximum.

Market Position	Minimum	Midpoint	Maximum	Survey Spread
50th Percentile	-15.1%	-9.5%	+1.9%	55%

AVERAGE RANGE SPREAD

City **85.6%** **55.2%**

Peer market

The wider City spread reflects low minimums and high maximums, not market competitiveness.

IN PRACTICE

Because the ranges are very wide, the minimums and midpoints — where most employees are paid — fall below market, consistent with employees' perception that pay is not competitive.

A negative value indicates City pay is below the market. The gap is widest at the entry (minimum) level.

RECOMMENDATIONS

Eight recommendations across three areas

01

Compensation Plans

Adopt two market-aligned plans: a general plan (Grades 101–130, 60% spread) and a separate public safety plan (Grades 201–214). Raise entry rates to be competitive at the minimum and midpoint of the grades .

02

Pay Grade Assignment

Slot every classification into the new structure using internal job value and market data.

03

Compensation Administration

Use a tenure-based implementation that addresses compression, and maintain the system with clear policies, targeted surveys, and a full study every 3–5 years.

RECOMMENDATIONS

Proposed Pay Plan

All grades carry a 60% range spread (annualized at 2,080 hours).

Grade	Minimum	Midpoint	Maximum
101	\$28,080	\$36,504	\$44,928
102	\$29,494	\$38,334	\$47,174
103	\$30,950	\$40,248	\$49,525
104	\$32,510	\$42,266	\$52,000
105	\$34,133	\$44,366	\$54,600
106	\$35,838	\$46,592	\$57,346
107	\$37,627	\$48,922	\$60,216
108	\$39,520	\$51,355	\$63,211
109	\$41,496	\$53,934	\$66,373
110	\$43,555	\$56,638	\$69,701
111	\$45,739	\$59,467	\$73,174
112	\$48,027	\$62,442	\$76,835
113	\$50,419	\$65,562	\$80,683
114	\$52,957	\$68,827	\$84,718
115	\$55,598	\$72,280	\$88,962

Grade	Minimum	Midpoint	Maximum
116	\$58,386	\$75,899	\$93,392
117	\$61,298	\$79,685	\$98,072
118	\$64,355	\$83,658	\$102,981
119	\$67,579	\$87,859	\$108,118
120	\$70,949	\$92,248	\$113,526
121	\$74,506	\$96,866	\$119,205
122	\$78,229	\$101,691	\$125,174
123	\$82,139	\$106,787	\$131,435
124	\$86,258	\$112,133	\$137,987
125	\$90,563	\$117,728	\$144,893
126	\$95,098	\$123,614	\$152,152
127	\$102,211	\$132,891	\$163,550
128	\$109,886	\$142,854	\$175,822
129	\$118,123	\$153,566	\$189,010
130	\$126,984	\$165,090	\$203,174

RECOMMENDATIONS

Proposed Pay Plan

Public Safety Plan (201–214)

PUBLIC SAFETY PLAN

Sworn classifications are assigned to a separate plan (Grades 201–214) with a 60% range spread, reflecting shift schedules and ranks.

Grade	Minimum	Midpoint	Maximum	Range Spread	Midpoint Progression
201	\$ 42,042.00	\$ 54,654.60	\$ 67,267.20	60.0%	-
202	\$ 46,246.20	\$ 60,120.06	\$ 73,993.92	60.0%	10.0%
203	\$ 50,870.82	\$ 66,132.07	\$ 81,393.31	60.0%	10.0%
204	\$ 55,957.90	\$ 72,745.27	\$ 89,532.64	60.0%	10.0%
205	\$ 58,755.80	\$ 76,382.54	\$ 94,009.28	60.0%	5.0%
206	\$ 61,693.59	\$ 80,201.66	\$ 98,709.74	60.0%	5.0%
207	\$ 64,778.27	\$ 84,211.75	\$ 103,645.23	60.0%	5.0%
208	\$ 68,017.18	\$ 88,422.33	\$ 108,827.49	60.0%	5.0%
209	\$ 71,418.04	\$ 92,843.45	\$ 114,268.86	60.0%	5.0%
210	\$ 74,988.94	\$ 97,485.62	\$ 119,982.30	60.0%	5.0%
211	\$ 78,738.39	\$ 102,359.90	\$ 125,981.42	60.0%	5.0%
212	\$ 82,675.31	\$ 107,477.90	\$ 132,280.49	60.0%	5.0%
213	\$ 86,809.07	\$ 112,851.79	\$ 138,894.52	60.0%	5.0%
214	\$ 91,149.53	\$ 118,494.38	\$ 145,839.24	60.0%	5.0%

QUESTIONS



A large, stylized evergreen tree graphic in a lighter shade of green, positioned on the right side of the slide. It has multiple branches with needle-like leaves, creating a layered, triangular shape.

EVERGREEN SOLUTIONS, LLC

2528 Barrington Circle, Suite 2
Tallahassee, Florida 32308



CITY OF FAIRHOPE BUDGET REVIEW UTILITIES CAPITAL EQUIPMENT & INFRASTRUCTURE

2027 FISCAL YEAR PROPOSED BUDGET





GAS DEPARTMENT

	FY2026	FY2027	% Change
Vehicles & Equipment	\$47,500	\$206,000	333.7%
Capital Improvements	\$500,000	\$120,000	-76.0%
System Improvements	\$7,118,140	\$7,312,552	2.7%

Vehicles & Equipment (\$206K)

- New PE Electrofusion Machines (\$56K)
- Smart Calibration Machine for CGIs (\$8K)
- New CAT 302 Mini Excavator (\$80K)
- GPS Units for Field Mapping (\$12K)
- New Vehicle (\$50K)

Capital Improvements (\$120K)

- Addition of New Restroom Facility at Utilities Building (\$80K)
- Utility Building Office Additions (\$40K)

GAS DEPARTMENT

System Improvements (\$7.3M)

- Purchase of Meters and Regulators (\$500K)
- Phase 4 Cast Iron Engineering (\$175K)
- I-10 Place Holder - Reimbursable (\$800K)
- County Road 64 Relocation - Reimbursable (\$250K)
- Phase 3 Construction of Cast Iron Replacement (\$4.7M)
- On Call Contract (\$200K)
- Rollover - Magnolia River Engineering, Inspection and GIS for Phase 3 Cast Iron (\$582K)
- Rollover - General Utility Pipe and Supply Materials for Cast Iron Replacement Project (\$7K)
- Rollover - Sawgrass Consulting - I-10 Gas Main Replacement (\$58K)
- Rollover - Volkert Inc - 4" Gas Main Replacement Fly Creek & Rock Creek (\$39K)





ELECTRIC DEPARTMENT

	FY2026	FY2027	% Change
Vehicles & Equipment	\$687,765	\$821,500	19.4%
Capital Improvements	\$20,000	\$30,000	50.0%
SCADA Capital Purchase	\$60,000	\$0	-100.0%
AMI Capital	\$681,675	\$0	-100.0%
System Improvements	\$6,125,000	\$1,937,701	-68.4%

Vehicles & Equipment (\$821K)

- Boom Truck ½ Budget (\$213K)
- Digger Derrick Truck ½ Budget (\$242K)
- Heat/Thermal Camera for Substations (\$16K)
- Rollover - Bucket Truck (\$350K)



ELECTRIC DEPARTMENT

Capital Improvements (\$30K)

- Install Fence/Rolling Gate to Back of Pole Yard (\$30K)

System Improvements (\$1.9M)

- Pole and Reconductor from New Roundabout on Section St. to Bayou - 50 Pole Change Out and 397 Reconductors (\$750K)
- URD (Under Residential Distribution) Primary Metering Cab that supplies hospital (\$50K)
- Bon Secour Gully Urd (\$100K)
- Traffic Light Upgrades on Cab. and Controls at Morphy/Section, Morphy/Ingleside, Church/Fairhope Ave (\$150K)
- Engineering Fee for N. Section Pole Changeout and Reconductor (\$100K)
- Install Conduit and Primary Wire at Quail Creek for Loop (\$250K)
- Rollover - Bagby & Russell - Traffic Control Gayfer/Volanta (\$62K)
- Volanta/Section Intersection Signal Improvements (\$400K)
- S and S Reclosers (\$75K)



WATER DEPARTMENT

	FY2026	FY2027	% Change
Vehicles & Equipment	\$352,000	\$290,001	-17.6%
Capital Improvements	\$120,000	\$195,000	62.5%
SCADA Capital Purchase	\$50,000	\$50,000	0.0%
System Improvements	\$26,665,000	\$17,700,016	-33.6%

Vehicles & Equipment (\$290K)

- Submersible Well Pump (\$30K)
- Dump Truck (\$100K)
- Full size Truck Replacement (\$50K)
- Equipment for New Bore Support Truck (\$50K)
- F-350 or F-450 Truck (\$60K)

Capital Improvements (\$195K)

- Base Station/Meters (\$60K)
- Water Treatment Plant #1 Roof Needs Replacement (\$25K)
- Water Treatment Plant #2 Roof Needs Replacement (\$25K)
- Booster Station Building Rehab (\$50K)
- Asphalt Water Treatment Plant #1 (\$35K)

WATER DEPARTMENT

SCADA Capital Purchase(\$50K)

- Upgrading Scada at Water Treatment Plants - WTP #2, #4, #5, & #6 (\$50K)

System Improvements (\$17.7M)

- New Water Meters (\$600K)
- Insertion Valves and Taps (\$100K)
- Water Distribution System Main Replacement and Upgrades (\$250K)
- Water Main across Fish River (\$1M) - Multi-Year Project - Subject to Grant
- 12" Water Main Replacement on SH98 between CR34 & CR32 (\$2.4M)
- CR 13 Water Main Install (\$150K)
- On Call Contractor Services (\$250K)
- 12" Water Line Old Pierce to HWY 181 (\$1.5M)
- New 2M Water Tank (\$9M) - Multi-Year Project
- Well #4 - Drill New Well at Treatment Plant (\$1.2M)
- WTP 3 Well Cleaning & Well Pump and Motor Replacement (\$150K)
- WTP 1 / Well # 1 & #7 Cleaning & Well Pump and Motor Replacement (\$300K)
- WTP #1 Liquid Treatment Upgrades (\$750K)





WASTEWATER DEPARTMENT

	FY2026	FY2027	% Change
Vehicles & Equipment	\$515,999	\$525,000	1.7%
Capital Improvements	\$467,733	\$30,002	-93.6%
System Improvements	\$21,698,825	\$17,649,617	-18.7%

Vehicles & Equipment (\$525K)

- Side by Side Vehicle for Wastewater Treatment Plant (\$25K)
- New Vehicle (\$50K)
- Sewer Camera Van (\$450K)

Capital Improvements (\$30K)

- Concrete Apron at Wastewater Treatment Plant (\$30K)

System Improvements (\$17.6M)

- I&I Mitigation (\$500K)
- Valley Force Lift Station Main (\$200K)
- 181 Force Main & 2 Regional Lift Stations (\$5M) - Multi-Year Project
- Hot Taps for Force Mains (\$80K)



WASTEWATER DEPARTMENT

System Improvements (continued) (\$17.6M)

- Insert-Valves (\$75K)
- Relocating Force Main on Scenic 98 across Point Clear Creek (\$400K)
- On Call Contractor Services (\$200K)
- Divert White Grove FM to Fairhope Ave (\$100K)
- Rollover - Engineering/Design for HWY 181 South Project Force Main (\$819K)
- Rollover - Gayfer Park Lift Station Rehab (\$300K)
- Rollover - Scenic 98 Regional Lift Station and Force Main (\$2.8M)
- Rollover - Rehab Grand Hotel Lift Station (\$750K)
- Rollover - Engineering/Design for New Lift Station Scenic 98 & Upgrade at Grand Hotel (\$143K)
- Rhor Lift Station Rehab (\$750K) - Shared Cost
- Magnolia Beach Apartments Lift Station Rehab (\$660K)
- East of the Sun Lift Station Rehab (\$1.2M)
- Air Scrubbers for Lift Stations (\$100K)
- Twin Beech Permanent Bypass Pump (\$200K)
- General Lift Station Upgrades (\$500K)
- Digester Aeration/Blower (\$200K)
- Wastewater Treatment Plant Expansion (Phase II) Engineering/Design (\$1.6M)
- Wastewater Treatment Plant Blowers (\$1M)



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1161

FROM:	Hunter Simmons, Planning Director
SUBJECT:	Final Adoption – Ordinance – To amend Zoning Ordinance No. <u>1253</u> to zone the property of Krhut Enterprises, LLC, to R-1, Low Density Single-Family Residential District with Conditional Annexation. The property is located at the southeast corner of County Road 13 and Mosley Road and is 43.6± acres. PPIN #24484, #109974, #113514, and #234578. (Introduced at the August 24, 2026, City Council Meeting.)
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

City Council approval

BACKGROUND INFORMATION:

The request is for Conditional Annexation of the subject property utilizing an R-1, Low Density Single-Family Residential zoning district to allow redevelopment of the 43.6± acre site for single-family residential uses. Along with the request for annexation, the applicant has submitted voluntary conditions and restrictions that they wish to be implemented should the request be approved. As detailed in the attached Statement of Density Commitment letter and Voluntary Conditions & Use Restrictions form(see exhibits), the applicant wishes to voluntarily restrict the subject site to a maximum gross density of 1.4 units per acre (UPA), as opposed to the gross density of 2.9 units per acre as allowed by R-1.

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 ORDINANCE NO. 1253
KNOWN AS THE ZONING ORDINANCE**

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

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

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

The property of Krhut Enterprises, LLC, (containing 43.6 acres, more or less) and generally located at the southeast corner of County Road 13 and Mosley Road, as described in the below legal description.

Krhut Enterprises, LLC proposes a voluntary restriction limiting the maximum residential density of the property to 1.4 dwelling units per acre. A copy of the Voluntary Conditions and Use Restriction form is attached hereto as Exhibit B.

PPINS # 24484, 109974, 113514, 234578

Legal Description: (Case number ZC 26.06)

PARCELS B, C & D (PIN: 109974)

COMMENCING AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 2 EAST; THENCE RUN SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 49 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL-CA 1167) AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF MOSLEY ROAD WITH THE EAST RIGHT OF WAY OF COUNTY ROAD 83, BEING THE POINT OF BEGINNING; THENCE RUN NORTH 89 DEGREES 58 MINUTES 04 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 552.00 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 49 SECONDS WEST, A DISTANCE OF 400.00 FEET; THENCE RUN SOUTH 89 DEGREES 58 MINUTES 04 SECONDS WEST, A DISTANCE OF 552.00 FEET TO A POINT ON THE WEST RIGHT OF WAY OF COUNTY ROAD 83; THENCE RUN NORTH 00 DEGREES 07 MINUTES 49 SECONDS EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 5.07 ACRES, MORE OR LESS.

PARCELS 1, 2, & 4 (PIN: 234579)

COMMENCING AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 2 EAST; THENCE RUN SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 49 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL-CA 1167) AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF MOSLEY ROAD WITH THE EAST RIGHT OF WAY OF COUNTY ROAD 83; THENCE RUN NORTH 89 DEGREES 58 MINUTES 04 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 805.88 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL-CA 1167), BEING

Ordinance No. _____

Page -2-

THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH RIGHT OF WAY, RUN SOUTH 01 DEGREES 35 MINUTES 36 SECONDS WEST, A DISTANCE OF 531.00 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL-CA 1167); THENCE RUN SOUTH 89 DEGREES 59 MINUTES 33 SECONDS EAST, A DISTANCE OF 497.50 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL-CA 1167); THENCE RUN NORTH 00 DEGREES 01 MINUTES 12 SECONDS WEST, A DISTANCE OF 296.26 FEET TO A FIVE-EIGHTHS INCH CAPPED REBAR FOUND(MOORE); THENCE RUN SOUTH 85 DEGREES 04 MINUTES 03 SECONDS EAST, A DISTANCE OF 241.53 FEET TO A ONE-HALF INCH REBAR FOUND AT THE NORTHWEST CORNER OF LOT 1, PECAN RIDGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDE 2240-B, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00 DEGREES 15 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION, A DISTANCE OF 642.02 FEET TO A ONE-HALF INCH REBAR FOUND AT THE SOUTHWEST CORNER OF LOT 6 OF SAID SUBDIVISION; THENCE RUN SOUTH 00 DEGREES 10 MINUTES 49 SECONDS WEST, A DISTANCE OF 391.03 FEET TO A ONE-HALF INCH CAPPED REBAR FOUND(KOUNTZ); THENCE RUN NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST ALONG THE NORHT LINE OF CARYA POINTE ESTATES, UNIT 2, ACCORDING TO THE PLAT THEREOF AS RECORDED IN SLIDE 1626-B, PROBATE COURT RECORDS, BALDWIN COUNTY, ALABAMA , A DISTANCE OF 1318.01 FEET; THENCE DEPARTING SAID NORTH LINE, RUN NORTH 00 DEGREES 07 MINUTES 49 SECONDS EAST, A DISTANCE OF 410.00 FEET; THENCE RUN NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST, A DISTANCE OF 210.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF COUNTY ROAD 83; THENCE RUN NORTH 00 DEGREES 07 MINUTES 49 SECONDS EAST ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 474.15 FEET; THENCE DEPARTING SAID EAST RIGHT OF WAY, RUN NORTH 89 DEGREES 58 MINUTES 04 SECONDS EAST, A DISTANCE OF 552.00 FEET; THENCE RUN NORTH 00 DEGREES 07 MINUTES 49 SECONDS EAST, A DISTANCE OF 400.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF MOSLEY ROAD; THENCE RUN NORTH 89 DEGREES 58 MINUTES 04 SECONDS EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 253.88 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 30.78 ACRES, MORE OR LESS.

PARCEL F (PIN:24484)

COMMENCING AT A RAILROAD SPIKE FOUND AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 SOUTH, RANGE 2 EAST; THENCE RUN SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 40.00 FEET; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 49 SECONDS WEST, A DISTANCE OF 40.00 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL-CA 1167) AT THE INTERSECTION OF THE SOUTH RIGHT OF WAY OF MOSLEY ROAD WITH THE EAST RIGHT OF WAY OF COUNTY ROAD 83; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 49 SECONDS WEST ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 1284.15 FEET TO A ONE-HALF INCH CAPPED REBAR SET (SE CIVIL-CA 1167), BEING THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST RIGHT OF WAY, RUN SOUTH 89 DEGREES 51 MINUTES 27 SECONDS EAST, A DISTANCE OF 210.00 FEET; THENCE RUN NORTH 00 DEGREES 07 MINUTES 49 SECONDS EAST, A DISTANCE OF 410.00 FEET; THENCE RUN NORTH 89 DEGREES 51 MINUTES 27 SECONDS WEST, A DISTANCE OF 210.00 FEET TO A POINT ON THE EAST RIGHT OF WAY OF COUNTY ROAD 83; THENCE RUN SOUTH 00 DEGREES 07 MINUTES 49 SECONDS WEST ALONG SAID EAST RIGHT OF WAY, A DISTANCE OF 410.00 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 1.98 ACRES, MORE OR LESS.

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

Ordinance No. _____
Page -3-

The property is hereby initially zoned R-1, Low Density Single-Family Residential District concurrent with Annexation into the City of Fairhope. Hereafter, it shall be lawful to construct on such property any structures or buildings permitted by Ordinance No. 1253 and to use said premises for any use permitted by Ordinance No. 1253. Any building or structure constructed on the property shall comply with the building laws of the City of Fairhope and any building or structure shall be approved by the Building Official of the City of Fairhope. The subject site shall be restricted to a maximum density of 1.4 units per acre per the request of the Property Owner.

Severability Clause - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

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

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2026

Sherry Sullivan, Mayor



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

PETITION FOR ANNEXATION

STATE OF ALABAMA
COUNTY OF BALDWIN

(
)

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

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

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

☒ This petition is for R-1 Zoning

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

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

Fred A Krhut
Signature of Petitioner

Fred A Krhut - Managing Member
Print petitioner's name KRHUT ENTERPRISES LLC

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 21380 CO RD 13, FAIRHOPE, AL 36532

Petitioner's Current Physical Address: _____

Petitioner's Current Mailing Address:
11378 ST HWY 104, FAIRHOPE, AL 36532

Telephone Number(s): 251 423 5465
Home Work

Tax Parcel ID Number: 05-46-02-10-0-000-053.000 Size of Property: 2+ ac (SEE MAP)

MAY 26 2026

ET: JS

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



Given under my Hand and Seal this 11th day of May, 2026.

Shelley Jones
Notary Public

My commission expires 11/03/29

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

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

(Seal)

Notary Public

My commission expires _____

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

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

(Seal)

Notary Public

My commission expires _____



PETITION FOR ANNEXATION

STATE OF ALABAMA
COUNTY OF BALDWIN

$$\begin{array}{c} \times \\ \times \end{array}$$

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

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

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

☒ This petition is for R-1 Zoning

☐ **The condition of the Petition is that zoning be established as** _____
Concurrent with Annexation. (Zoning Request)

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

Arden Starnan
Signature of Petitioner

Arlene Harman
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: No Known Address

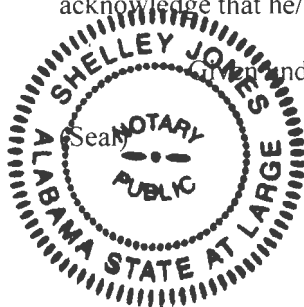
Petitioner's Current Physical Address:

Petitioner's Current Mailing Address:
803 OLD ROCKY RIDGE LN, BIRMINGHAM, AL 35216

Telephone Number(s): 205-410-6461

Tax Parcel ID Number: 05-46-02-10-0-000-053.001 Size of Property: 5.5± ac

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



Given under my Hand and Seal this 11th day of May, 2026.

Shelley Jones
Notary Public

My commission expires 11/03/2029

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

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

(Seal)

Notary Public

My commission expires _____

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

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

(Seal)

Notary Public

My commission expires _____

May 19, 2026



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

PETITION FOR ANNEXATION

STATE OF ALABAMA)(
COUNTY OF BALDWIN)(

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

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

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

☒ **This petition is for R-1 Zoning**

☐ **The condition of the Petition is that zoning be established as _____**
Concurrent with Annexation. (Zoning Request)

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

Lorinda K. Khet
Signature of Petitioner

LORINDA Khet
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: No Known Address

Petitioner's Current Physical Address: _____

Petitioner's Current Mailing Address:
66 BENT CREEK, HATTIESBURG, MS 39402

Telephone Number(s): 601-310-5588
Home Work

Tax Parcel ID Number: 05-46-02-10-0-000-053.002 Size of Property: 6.1± ac

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



Given under my Hand and Seal this 19 day of May, 2026.

Carley Clary
Notary Public

My commission expires 7/6/24

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

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

(Seal)

Notary Public

My commission expires _____

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

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

(Seal)

Notary Public

My commission expires _____



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

PETITION FOR ANNEXATION

STATE OF ALABAMA
COUNTY OF BALDWIN

)(
)(

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

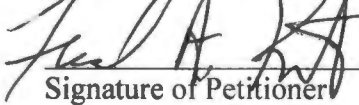
The subject land is delineated on the map attached hereto as EXHIBIT B that will be prepared by the City of Fairhope to verify property is contiguous.

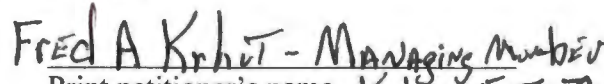
This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

☒ **This petition is for R-1 Zoning**

☐ **The condition of the Petition is that zoning be established as _____**
Concurrent with Annexation. (Zoning Request)

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


Signature of Petitioner


Print petitioner's name **Krhut Enterprises LLC**

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: 21400 CO RD 13, FAIRHOPE, AL 36532

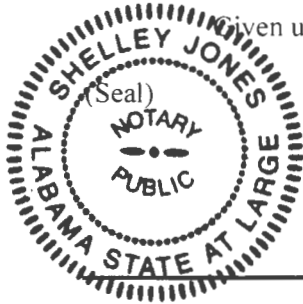
Petitioner's Current Physical Address: _____

Petitioner's Current Mailing Address:
11378 ST HWY 104, FAIRHOPE, AL 36532

Telephone Number(s): 251 423 5465
Home Work

Tax Parcel ID Number: 05-46-02-10-0-000-053.003 Size of Property: 30± ac

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



Given under my Hand and Seal this 11th day of May, 2006.

Shelley Jones
Notary Public

My commission expires 11/03/2009

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

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

(Seal)

Notary Public

My commission expires _____

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

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

(Seal)

Notary Public

My commission expires _____

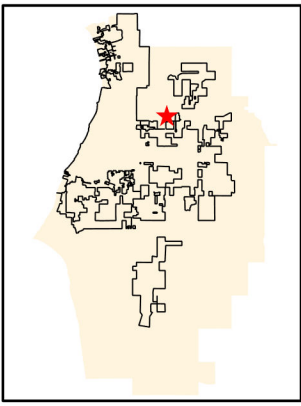


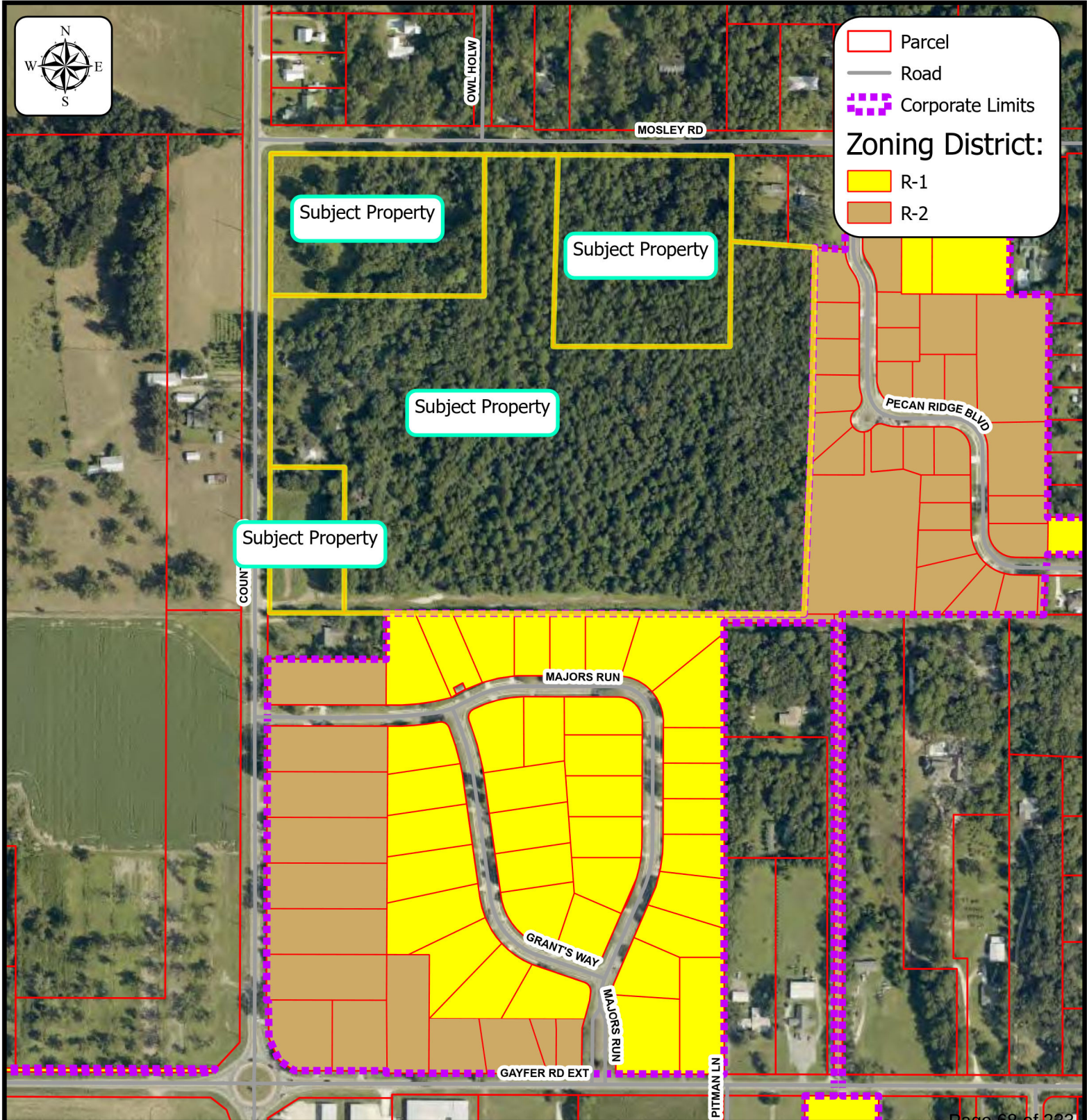
Exhibit A

Krhut Enterprises, LLC
Conditional Annexation to R-1,
Low Density Single-Family Residential District



Exhibit A

Parcel Number: 05-46-02-10-0-000-053.000,
05-46-02-10-0-000-053.001,
05-46-02-10-0-000-053.002,
05-46-02-10-0-000-053.003
PPIN: 24484, 109974, 113514, 234578





Voluntary Conditions & Use Restrictions

I, the undersigned, as the owner of the property located at PIN's 109974, 234578, 24484, 113514 (the property), more specifically described in the attached legal description, and in consideration for Planning Commission and City Council rezoning approval, I hereby voluntarily covenant with the City of Fairhope that the following uses shall be prohibited on the property as a condition of the rezoning:

N/A

Furthermore, I voluntarily place the following conditions and restrictions on the property as a part of the rezoning of the property:

The subject site shall be restricted to a maximum density of 1.4 units per acre.

The above stated conditions, covenants and restrictions shall run with the land and are fully enforceable by the City of Fairhope as a condition of the rezoning.

Fred Krhut for Krhut Enterprises LLC 7/10/2026
Owner Signature Date

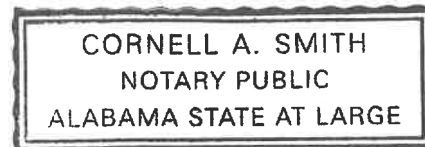
Arthur Johnson 07/08/2026
Applicant Signature Date

STATE OF Alabama
COUNTY OF Baldwin
CITY OF Fairhope

I, the undersigned authority, a Notary Public in and for said State and County, do hereby certify that Fred Krhut, whose name 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, executed the same voluntarily on the day the same bears date. Given under my and official seal this the 10th day of July, 2026.

Cornell A. Smith
Notary Public

My commission expires: 11-07-2028



Planning & Zoning, PO Box 429, Fairhope, Alabama 36533
For more information: www.Fairhopeal.gov | planning@fairhopeal.gov | 251.928.8003
Visit our offices: 451 Pecan Avenue, Ste. 200, Fairhope, AL 36532
Monday – Friday: 7 am – 4 pm

STATEMENT OF DENSITY COMMITMENT**June 16, 2026**

Tower Homes, along with its land development subsidiary Grants Mill LLC, officially commits to a self-imposed density restriction for the proposed residential subdivision located at the intersection of County Rd 13 and Mosley Rd in Fairhope, Alabama. The development will maintain a maximum density of 1.4 lots per acre. This restriction will serve as a guideline for all upcoming civil engineering, site planning, and preliminary plat designs managed by SE Civil.

This voluntary commitment reflects Tower Homes' goal of delivering thoughtful, lower-density neighborhoods that elevate the surrounding areas. By establishing a 1.4-acre density minimum, Tower Homes aims to mitigate potential earthwork, drainage system, and stream buffer impacts, ensuring a high-end, responsible development that benefits both future homeowners and the City of Fairhope.



Signature

June 16, 2026

Date

Will Hightower

Name

Vice President

Title

City of Fairhope

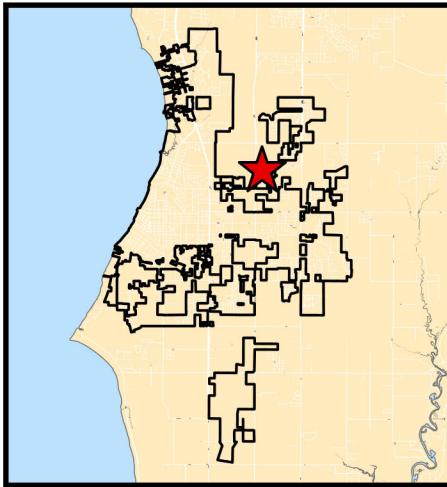
City Council

August 24, 2026



Planning Commission (8 Ayes)(0 Nays) voted to recommend approval of ZC 26.06

ZC 26.06 - Tower Homes



Project Name:

Tower Homes

Site Data:

43.6 acres

Project Type:

Conditional annexation to R-1, Low Density Single-Family District

Jurisdiction:

Fairhope Planning Jurisdiction

Zoning District:

N/A

PPIN Number:

24484, 109974, 113514, 234578

General Location:

SE of the intersection of County Road 13 and Mosley Road

Surveyor of Record:

S.E. Civil, LLC

Engineer of Record:

S.E. Civil, LLC

Owner / Developer:

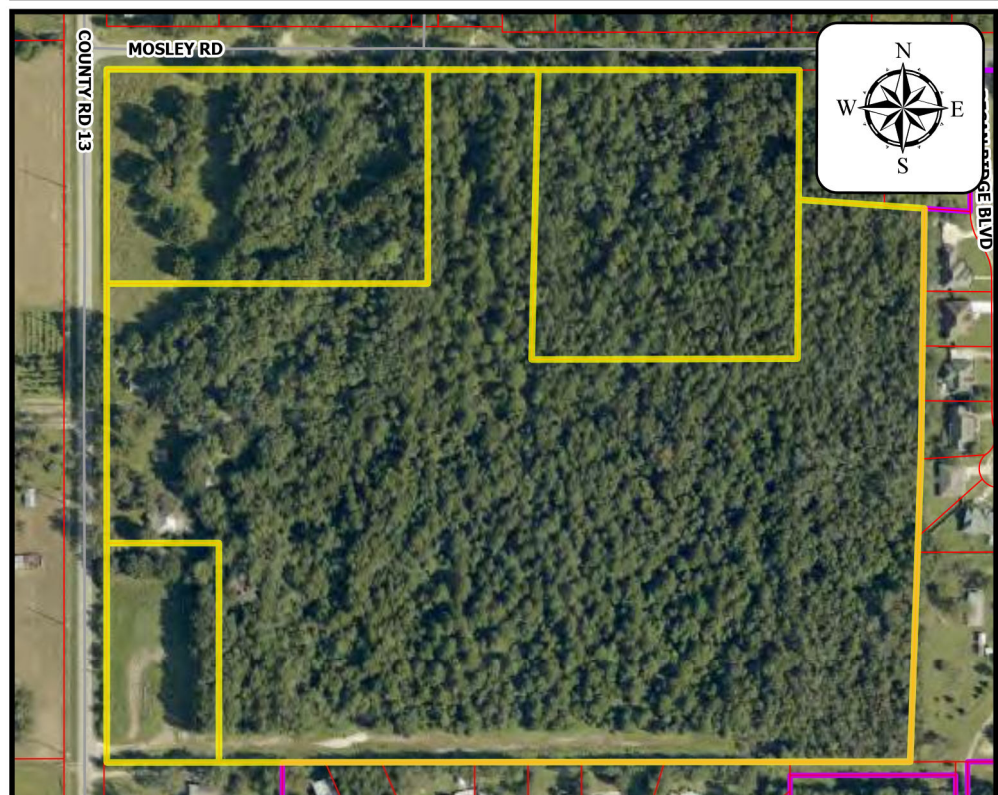
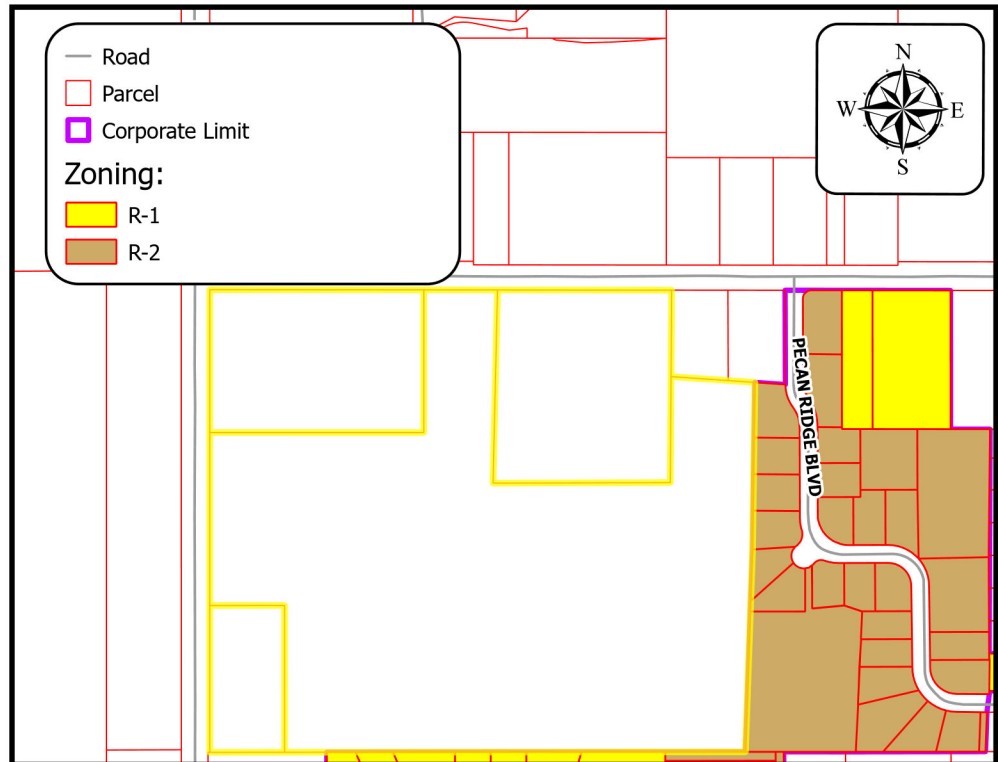
Krhut Enterprises, LLC

School District:

Fairhope Elementary School
Fairhope Middle and High Schools

Prepared by:

Payton Rogers



SUMMARY OF REQUEST

Public hearing to consider the request of the Applicant, S.E. Civil, LLC, on behalf of the Owner, Krhut Enterprises LLC., for Conditional Annexation to R-1, Low Density Single-Family Residential District for Tower Homes. The property is located at the southeast corner of County Road 13 and Mosley Road and is 43.6± acres.

SITE HISTORY

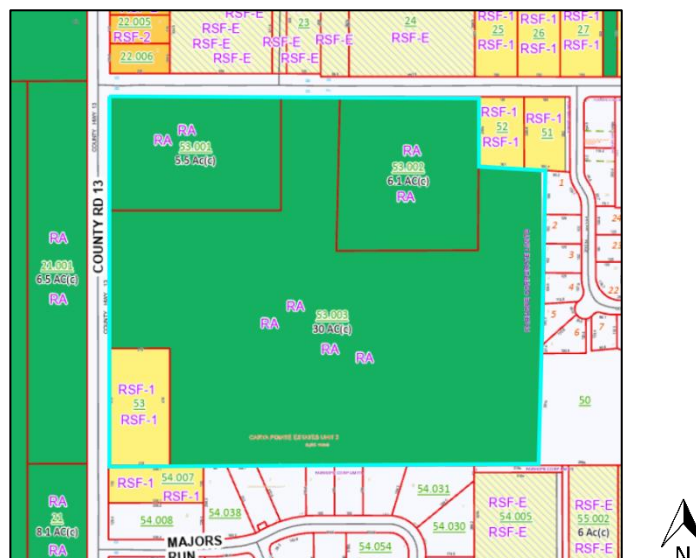
The subject site is currently located within Baldwin County. There have been no City of Fairhope Planning Commission or Board of Adjustment cases associated with this site.

STAFF COMMENTS

The applicant is requesting Conditional Annexation of the subject property utilizing an R-1, Low Density Single-Family Residential zoning district to allow redevelopment of the 43.6± acre site for single-family residential uses. Along with the request for annexation, the applicant has submitted voluntary conditions and restrictions that they wish to be implemented if the application were to be approved. As detailed in the submitted Statement of Density Commitment letter (see exhibits), the applicant wishes to voluntarily restrict the subject site to a maximum density of 1.4 units per acre (UPA).

The subject site is currently located within Baldwin County jurisdiction and is composed of four (4) parcels: Parcel A & E; Parcel B, C, & D; Parcel 1, 2, & 4; and Parcel F, as labeled on the submitted boundary survey. Currently, Parcel F is zoned RSF-1, Residential Single-Family District while the remaining parcels are all zoned RA, Rural Agricultural District.

To the North, the subject site abuts properties currently zoned RSF-E and RSF-2 within Baldwin County. To the East, the site abuts Pecan Ridge Subdivision which is currently zoned R-2 within the City of Fairhope. To the South, the site abuts Carye Pointe Estates which is currently zoned R-1 within city limits and to the West the subject site abuts properties that are currently zoned RA within Baldwin County.



The Baldwin County Zoning Ordinance defines RSF-1 Districts as being “provided to afford the opportunity for the choice of a low-density residential environment consisting of single-family homes on large lots” and requires a minimum lot area of 30,000 square feet. As for RA Districts, the county’s Zoning Ordinance describes these districts as providing for “large, open, unsubdivided land that is vacant or is being used for agricultural, forest or other rural purposes. Low-density residential development that maintains the rural character of the district...” and requires a minimum lot area of three (3) acres.

If developed under the current Baldwin County minimum lot area requirements a maximum of 17± lots could potentially be developed. However, it’s important to note that this calculation does not account for setbacks, buffering, or consideration of other necessary infrastructure which may affect the final number of potential lots.

Should the conditional annexation be approved and the applicant’s request to be zoned R-1 be granted the site will come under the regulatory purview of the City of Fairhope. As such, Article III of the City of Fairhope Zoning Ordinance defines R-1 Districts as being “*intended to provide choices of low-density suburban residential environment consisting of single-family homes on large parcels of land.*” Additionally, Article III requires all R-1 lots to have a minimum lot area of 15,000 square feet.

It should be noted that if the applicant’s request were to be approved without the voluntary conditions they propose the site could be developed with a density of 2.9 UPA. With the self-imposed condition limiting the site to a maximum density of 1.4 UPA, if approved, the total number of potential lots will be reduced by approximately half of what is allowed without the voluntary conditions.

All parcels within the subject site are currently metes-and-bounds parcels and not legal lots of record. If the conditional annexation is approved, the applicant should be advised that prior to any future re-development of the site a subdivision request will be required to create legal lots of record for any new lot configurations.

The subject site is designated as a Suburban Residential Place Type within the Fairhope Comprehensive Plan, a designation that generally supports single-family residential uses. As such, the proposed redevelopment of the site with single-family dwellings appears consistent with the intent of the Comprehensive Plan.

The current application is a request for zoning change, and as such a development plan was not submitted nor required. However, a future development consisting of 15,000± square-foot R-1 zoned properties within a predominately residential area would be considered an appropriate zoning district for the subject site.

As previously mentioned, abutting directly to the West in County jurisdiction is agriculturally zoned and utilized land (RA), while to the North there is a mix of residentially zoned and utilized parcels (RSF-E, RSF-1, and RSF-2) with lot areas ranging from 23,000± square feet to 3-acres. However, abutting to the East and South of the subject site are two (2) existing subdivisions within Fairhope city limits that have been developed for residential uses. Lot areas within these neighborhoods range from 12,000± square feet to 24,000± square feet. Therefore, while the requested R-1 zoning classification may be more intensive than the neighboring County zoning districts, it appears to be in line with the neighboring City zoning districts as well as our Comprehensive Plan.

Wetlands

The Applicant did not submit a wetland delineation with the application, and one was not required for the submittal. However, it should be noted that there appear to be potential wetlands located within the subject site. A wetland delineation will be required and must be included in any future Subdivision application(s) for the site to ensure full compliance with the City of Fairhope wetland ordinance.

Utilities

Development of the site would require water and sewer from the City of Fairhope. Riviera Utilities will provide electricity.

Citizen Comments

At the time this report was drafted one (1) citizen comment was received from a Mr. Charles Everette, the owner of 309 Pecan Ridge Blvd which directly abuts the subject site to the East. Mr. Everette's comments may be viewed in full as an attachment to this report, but his primary concerns appear to be with: 1) whether or not the subject site is held in a trust associated with the Fly Creek Watershed; 2) how any future development may affect the existing stormwater drainage of the site; and 3) how any future development may affect traffic along Mosley Road with regard to the residents of the Pecan Ridge Subdivision.

Currently staff is unaware of any trust between the subject site and the Fly Creek Watershed. The applicant did not provide any documentation within their application detailing as such. According to Baldwin County Probate records the larger parcel within the subject site (Parcel 1, 2, & 4) which directly abuts Pecan Ridge, has been owned by Krhut Enterprises, LLC since at least 2001.

In regard to the Citizen's stormwater drainage concerns, rezoning applications do not require a drainage plan as drainage needs are often not known until the Subdivision review phase of this type of development. However, as is required by the Fairhope Subdivision Regulations a stormwater drainage plan and assessment illustrating full compliance with the Subdivision Regulations must be included with any future subdivision applications and shall be made available to the public prior to any such request going before the Planning Commission.

Similarly, a traffic study was not provided and is not required with a rezoning application due to the fact that potential traffic impacts cannot be assessed properly until items such as the total number of lots and accesses have been determined during the Subdivision review process. However, any future development of the subject site will require full compliance with the Subdivision Regulations as it relates to traffic requirements, and any documentation shall be made available to the public prior to any such request going before the Planning Commission.

REZONING CONSIDERATIONS

Standards of Review:

The Zoning Ordinance and its associated zoning map are derived from long-range comprehensive planning studies intended to promote orderly, desirable development. Casual or unsupported amendments to the Zoning Ordinance can undermine this purpose. Therefore, rezoning requests are evaluated according to the following criteria:

1. Compliance with the Comprehensive Plan;
2. Compliance with the standards, goals, and intent of this ordinance;
3. The character of the surrounding property, including any pending development activity;
4. Adequacy of public infrastructure to support the proposed development;
5. Impacts on natural resources, including existing conditions and ongoing post-development conditions;
6. Compliance with other laws and regulations of the City;
7. Compliance with other applicable laws and regulations of other jurisdictions;
8. Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and
9. Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Recommendation:

Staff recommends **APPROVAL** of ZC 26.06 – Krhut Enterprises, LLC, request for Conditional Annexation to R-1, Low Density Single-Family Residential District with the following conditions:

1. The subject site shall be restricted to a maximum density of 1.4 units per acre

EXHIBITS

ZC 26.06 – Krhut Enterprises, LLC

August 24, 2026

Excerpt from Table 3-2: Dimension Table – Lots and Principle Structure

Dimension District or Use	Min. Lot Area / Allowed Units Per Acre (UPA)	Min. Lot Width	Front Setback	Rear Setback	Side Setback	Street Side Setback	Max. Total Lot Coverage by All Structures	Max. Height
R/A	3 acres/ -	198'	75'	75'	25'	50'	none	30'
R-1	15,000 s.f./ -	100'	40'	35'	10' ^b	20'	40%	30' ^a
R-1a	40,000 s.f./ -	120'	30'	30'	10' ^b	20'	25%	35'
R-1b	30,000 s.f./ -	100'	30'	30'	10' ^b	20'	25%	35'
R-1c	20,000 s.f./ -	80'	30'	30'	10' ^b	20'	25%	35'

Excerpt from Table 3-1 Use Table

Zoning Districts	R-1 (a, b, c)
Use Categories / Specific Uses	
Dwelling	
Single-Family	●
Two-family	
Townhouse	
Patio Home	
Multiple-family / Apartment	
Manufactured Home	
Mixed-use	
Accessory Dwelling	
Estate	
Civic	
Elementary School	●
Secondary School	●
Education Facility	●
Library	●
Place of Worship	
Cemetery	○
Hospital	
Public Open Space	●
Common Open Space	●
Community Center or Club	○
Public Utility	○
Office	
General	
Professional	
Home Occupation	Ⓢ
Retail	
Grocery	
Convenience Store	
General Merchandise	
Shopping Center	
Automobile Service Station	
Outdoor Sales Limited	
Outdoor Sales Lot	
Garden Center	

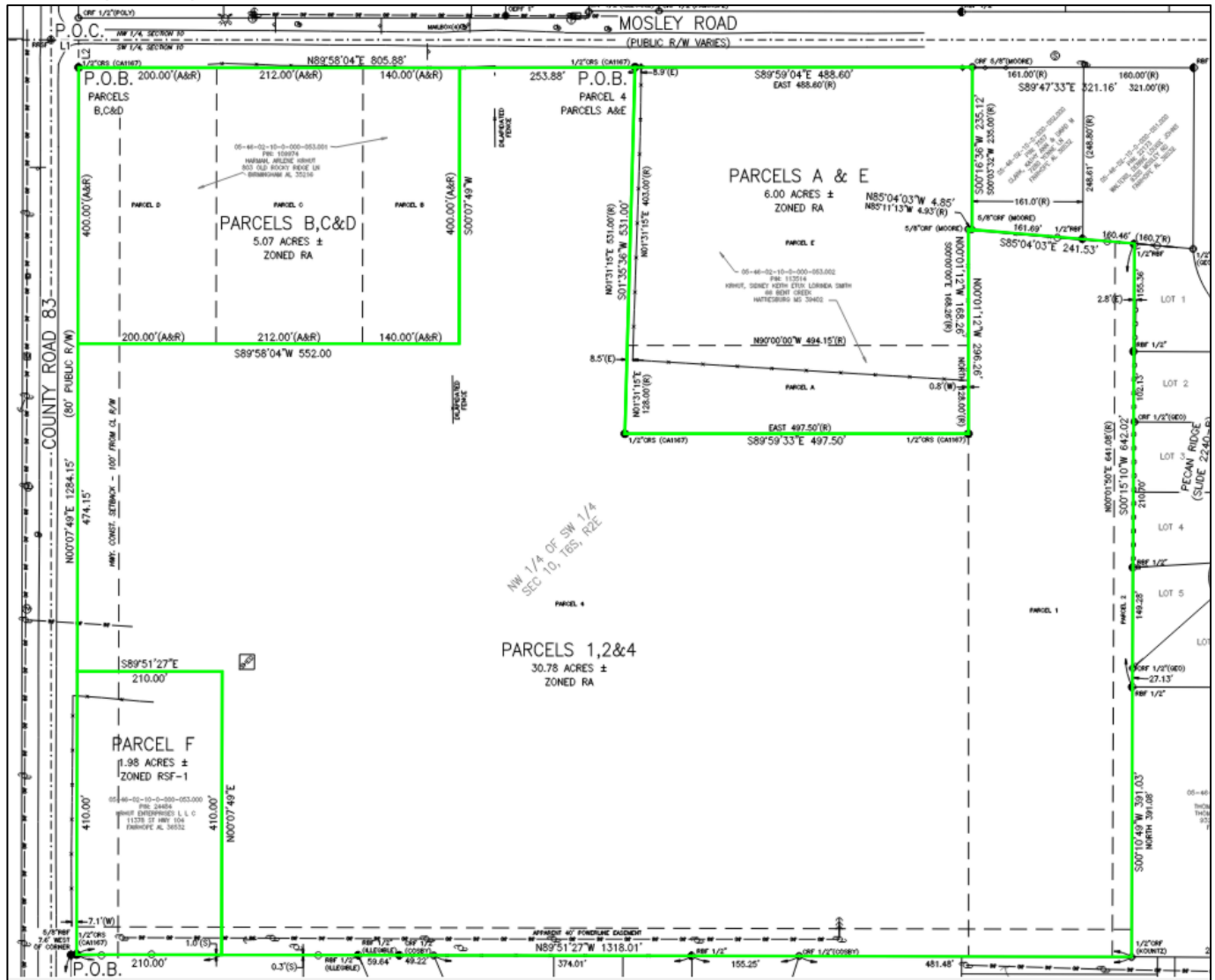
Zoning Districts	R-1 (a, b, c)
Use Categories / Specific Uses	
Service	
Convalescent or Nursing Home	○
Clinic	○
Outdoor Recreation Facility	○
Day Care	○
General Personal Services	
Mortuary or Funeral Home	
Automobile Repair	
Indoor Recreation	
Dry Cleaner / Laundry	
Personal Storage	
Bed & Breakfast	
Hotel / Motel	
Boarding House or Dormitory	
Recreational Vehicle Park	
Restaurant	
Bar	
Entertainment Venue	
Marina	
Kennel or Animal Hospital	
Warehouse	
Junk Yard or Salvage Yard	
Manufacturing	
Limited	
Light	
General	
Food Processing	
Rural	
Agriculture	
Rural Market	
Plant Nursery	

● = Allowed By-Right

Ⓢ = Special Conditions

○ = On Appeal

Boundary Survey



FAIRHOPE COMPREHENSIVE PLAN

Suburban Residential

These primarily residential areas generally have the largest lot sizes for single-family detached houses in Fairhope.

Development Density and Form

Lots in these areas are generally between one-quarter and one-third of an acre, with some even greater. Minimum lot widths are 75 to 100 feet, and minimum front setbacks are 30 to 40 feet. This Place Type is suburban in form and character, including relatively generous setbacks for houses. Key planning objectives for these areas include preservation of sensitive natural features, provision of usable common open space, strong multi-modal connectivity within and between developments, and avoiding a “garagescape” where streets are visually dominated by garages by encouraging rear or side-loaded garages. While lots are typically accessed by a front driveway, the visual impact of garages should be minimized by placing it at the rear of a lot, recessing it behind the front facade if the garage doors face the street, or turning it so that the garage doors do not face the street.

Geographic Form

This Place Type is expansive and has irregular geographic forms, although boundaries are typically rectilinear given that they are dictated by roads and linear property lines.

Primary Land Uses

Primary land uses for this Place Type are single-family detached houses and any ancillary uses, including outbuildings and institutional uses that support residential neighborhoods.



Suburban Residential

Building Blocks

Building Blocks described below serve as a general guide to the intended scale and character of development. Specific standards including building height, setback, lot size, and lot coverage (among other standards) are defined in the Zoning Ordinance and may vary by zoning district.

Height Range	1-3 stories (generally up to 35 feet)
Building Form	Primarily single-family detached building types but linked by an interconnected street network
Building Setback	Should be consistent within a block. Larger setbacks should be required along highways and include significant natural or planted landscape.
Streets	Blocks are longer due to larger lot sizes, but should be bounded by streets with sidewalks, planting strips, and street trees. Large blocks should be broken by pedestrian paths. Streets form an irregular grid system within the neighborhood and permanent dead-end streets should be limited to site conditions that prevent connection to other streets.
Transportation	Automobile access with complete sidewalk network and recreational trails connected to public sidewalk systems. Development should be connected to adjacent development and/or provide temporary dead-end street connections to future development.
Parking	Primarily private off-street parking with informal on-street parking for guests. Front-loaded parking is common in this Place Type, but covered parking is recessed behind the front facade of houses and driveway widths are minimal at the sidewalk.
Open Space	Preserved passive open space; resident amenities, neighborhood parks, pocket parks, private yards.



Garages should not dominate the streetscape. Front-loaded garages should be located to the rear, side-loaded, or recessed from the front facade



Suburban Neighborhoods should be set back from corridors with a substantial buffer including natural or planted landscaping. Development should include a network of streets and connections to existing and future development. (Dover Kohl)



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1164

FROM:	Jack Burrell, Councilmember
	Lisa Hanks, City Clerk
SUBJECT:	The FY2027 Airport Improvement Program (AIP) Grant, Airport Infrastructure Grant (AIG), and Alabama Department of Transportation (ALDOT) 50/50 Grant for H.L. "Sonny" Callahan Airport (KCQF).
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

That the City Council adopts a resolution authorizes submission of Pre-Application for FY2027 Airport Improvement Program Grant, Airport Infrastructure Grant, and Alabama Department of Transportation 50/50 Grant for H.L. "Sonny" Callahan Airport (KCQF).

BACKGROUND INFORMATION:

WHEREAS, the City of Fairhope, Alabama, as the designated Sponsor for H. L. "Sonny" Callahan Airport (KCQF) ("the Airport") intends to apply for Federal and State matching funds for Airport Improvement Program (AIP) grants, an Airport Infrastructure Grant (AIG), and an Alabama Department of Transportation 50/50 Grant (ALDOT 50/50) during fiscal year 2027; and

WHEREAS, the overall scope of the grants is expected to include the rehabilitation of Taxiway A (AIP), construction of the East-West Access Road (East Terminal Area) Phase II (ALDOT 50/50), and Land Reimbursement (AIP & AIG) at H.L. "Sonny" Callahan Airport (KCQF); and

WHEREAS, the submittal of the pre-application is necessary and required in order to pursue the grants, if awarded.; and

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

That the City of Fairhope is authorized to make pre-application for Federal assistance (FAA) and State assistance (ALDOT) for FY2027 projects at H.L. "Sonny" Callahan Airport, to include the following:

- a. Rehabilitate Taxiway A (AIP);
- b. Construct East-West Access Road (East Terminal Area) – Phase II (ALDOT 50/50)
- c. Land Acquisition — Reimbursement (AIP)

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 AUTHORIZE SUBMISSION OF GRANT PRE-APPLICATIONS
FOR FY2027 AIRPORT IMPROVEMENT PROGRAM AND ALDOT GRANT
PROJECT FUNDING FOR H. L. “SONNY” CALLAHAN AIRPORT**

WHEREAS, the City of Fairhope, Alabama, as the designated Sponsor for H. L. “Sonny” Callahan Airport (KCQF) (“the Airport”) intends to apply for Federal and State matching funds for Airport Improvement Program (AIP) grants, an Airport Infrastructure Grant (AIG), and an Alabama Department of Transportation 50/50 Grant (ALDOT 50/50) during fiscal year 2027; and

WHEREAS, the overall scope of the grants is expected to include the rehabilitation of Taxiway A (AIP), construction of the East-West Access Road (East Terminal Area) Phase II (ALDOT 50/50), and Land Reimbursement (AIP & AIG) at H.L. “Sonny” Callahan Airport (KCQF); and

WHEREAS, the submittal of the pre-application is necessary and required in order to pursue the grants, if awarded.; and

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

1. That the City of Fairhope is authorized to make pre-application for Federal assistance (FAA) and State assistance (ALDOT) for FY2027 projects at H.L. “Sonny” Callahan Airport, to include the following:
 - a. Rehabilitate Taxiway A (AIP);
 - b. Construct East-West Access Road (East Terminal Area) – Phase II (ALDOT 50/50)
 - c. Land Acquisition — Reimbursement (AIP)
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 the final grant agreement, if AIP, AIG, or ALDOT funds are awarded based on the pre-application, shall remain subject to the approval of the City Council.

ADOPTED THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr., Council President
City of Fairhope, Alabama

ATTEST:

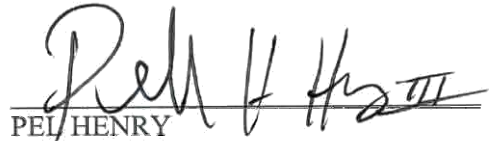
Lisa A. Hanks, MMC
City Clerk

**RESOLUTION TO AUTHORIZE SUBMISSION OF PRE-APPLICATIONS FOR
FAA AND ALDOT GRANT PROGRAMS**

BE IT HEREBY RESOLVED by Fairhope Airport Authority in open meeting on September
8, 2026 as follows

1. That Fairhope Airport Authority does hereby authorize Volkert, Inc. to prepare and submit pre-applications for the following grants for infrastructure development at H.L. "Sonny" Callahan Airport for Fiscal Year 2027:
 - a. Airport Improvement Program (AIP) – Rehabilitation of Taxiway A
 - b. Airport Improvement Program (AIP) – Land Reimbursement
 - c. Airport Infrastructure Grant (AIG) – Land Reimbursement
 - d. ALDOT 50/50 Matching Grant (ALDOT 50/50) - Construct East-West Access Road (East Terminal Area) – Phase II
2. That it is in the best interest of the Airport and the Airport's users, patrons, operators, and the public to pursue the maintenance and improvements offered by the foregoing grant opportunities.
3. That the Board Chairman, on behalf of the Authority, is hereby authorized to execute all pre-applications or other documents which are necessary to allow for the submittal of the pre-applications for the foregoing infrastructure projects.
4. That final authority for the approval of submission of the foregoing pre-applications remains subject to approval by the City of Fairhope, as Airport Sponsor, through the Fairhope City Council.

ADOPTED IN OPEN MEETING THIS 8th DAY OF September, 2026


PEL HENRY
Board Chairman

ATTEST:


JORDAN STRINGFELLOW, P.E.
Airport Consultant



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1181

FROM:	Jack Burrell, Councilmember
	Joshua Gammon, Councilmember
	Sherry Sullivan, Mayor
SUBJECT:	The Fairhope Roundabouts Public Art Installation to Maxwell Emcays for the roundabout at Veterans Drive with cost of construction \$115,000.00; and to Nelson Grice for the roundabout at County Road 13 and County Road 32 with cost of construction \$117,300.00; and authorizes Mayor Sullivan to execute a contract with each artist to complete construction and installation of their art design in selected Fairhope roundabouts.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

That the City Council awards Request for Qualifications (RFQ) for the Fairhope Roundabouts Public Art Installation.

BACKGROUND INFORMATION:

See Memo from Lynn Yonge, Chairman of Committee on Public Art ("COPA"), for 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>
001350-50475-100/120	Streets - Capital Improvements	\$232,300.00	\$232,300.00	\$0.00

Project No.: 2026PWD007

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: Treasury to increase Project No.: 2026PWD007 budget in Project Ledger from 001350-50475-120.

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 of Fairhope awards Request for Qualifications (RFQ) for the Fairhope Roundabouts Public Art Installation to Maxwell Emcays for the roundabout at Veterans Drive with cost of construction \$115,000.00; and to Nelson Grice for the roundabout at County Road 13 and County Road 32 with cost of construction \$117,300.00; and authorizes Mayor Sullivan to execute a contract with each artist to complete construction and installation of their art design in selected Fairhope roundabouts.

DULY ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Committee on Public Art Recommendations for Roundabout Art Purchase

The Committee on Public Art (COPA) met on August 6, 2026, with Mayor Sullivan and 2 members of the Fairhope City Council to hear presentations from four artists selected by COPA as finalists for the roundabout art selection. Committee members in attendance were Lynn

Yonge (Chairman), Jimmy Prestwood, Bryant Whelan, Hannah Legg, Ryan Baker, and Dr. Barry Booth. Along with Mayor Sullivan, also present were Councilmembers Jack Burrell and Joshua Gammon.

Selection Process

Beginning on February 15, 2026, COPA used the Call for Entry (or CaFE') Website to list a national Request for Qualifications (RFQ) for the Fairhope Roundabouts. In the RFQ, we specified our budget and that artists must have a solid connection to our area or live in AL, MS, or FL.

We closed the RFQ on March 18, 2026 with 70 applications. Of those 70, we narrowed the field to 34 applicants that were able to meet our local connection requirements. The artists provided the committee with up to 10 images of their existing work and a personal statement about their interest in our project along with a CV. Those images helped us decide who could create artwork that would resonate with our City.

Members of COPA then *individually reviewed* the 34 applications online using the CaFE' website. We scored the applicant from 1-7. The website automatically averaged the scores and ranked the artist from highest to lowest.

At our COPA meeting on April 2, 2026, we reviewed those scores and elected to invite the top 12 artists to submit a proposal for the next round of judging. These semifinalists were asked to submit a detailed Request for Proposal (RFP) for the roundabouts. Each was provided a \$500 stipend.

The Committee met again on June 10, 2026 to narrow the list of semifinalist applicants to 4 finalists. These finalists were provided with a \$1,000 stipend to present a model of their work, in person, to COPA, the Mayor, and two members of the City Council.

Funding for the stipends in each round was generously provided by a portion of the donation from Lucy McVay. The Eastern Shore Art Center handled the disbursements.

Final Selection

Each artist was allocated 45 minutes for their presentation in the Mayor's conference room.

Each presentation was followed by a committee discussion. After the presentations were

complete, there was further discussion and a vote was taken.

The finalists selected for the roundabout public art installation were:

Maxwell Emcays for the roundabout at Veterans Drive. Cost of construction \$115,000.

Nelson Grice was selected for the roundabout at County Road 13 and County Road 32. Cost of construction \$117,300.

We respectfully request the City of Fairhope move forward with awarding these two excellent artists with a contract to complete construction and installation of their art design in the selected Fairhope roundabouts.

COPA will continue to provide assistance, when needed, to complete the art installations.

Thank you for the opportunity to serve our City during this interesting and challenging process.

Respectfully submitted,

Lynn E. Yonge, MD



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1179

FROM:	Richard Johnson, City Engineer
SUBJECT:	An Intergovernmental Roadway Construction Agreement between the Baldwin County Commission and the City of Fairhope, Alabama certain roadway improvements, including constructing a roundabout at the intersection of Founders Drive and Boothe Road, geometric and signal improvements to the intersections of US 98 and Twin Beech Road, and installing various pedestrian improvements within the project limits as depicted on Exhibits A, B, & C.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

That the City Council adopts a resolution that Mayor Sherry Sullivan is hereby authorized to execute an Intergovernmental Roadway Construction Agreement between the Baldwin County Commission and the City of Fairhope, Alabama certain roadway improvements, including constructing a roundabout at the intersection of Founders Drive and Boothe Road, geometric and signal improvements to the intersections of US 98 and Twin Beech Road, and installing various pedestrian improvements within the project limits as depicted on Exhibits A, B, & C.

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 Mayor Sherry Sullivan is hereby authorized to execute an Intergovernmental Roadway Construction Agreement between the Baldwin County Commission and the City of Fairhope, Alabama certain roadway improvements, including constructing a roundabout at the intersection of Founders Drive and Boothe Road, geometric and signal improvements to the intersections of US 98 and Twin Beech Road, and installing various pedestrian improvements within the project limits as depicted on Exhibits A, B, & C.

ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

INTERGOVERNMENTAL ROADWAY CONSTRUCTION AGREEMENT

This INTERGOVERNMENTAL ROADWAY CONSTRUCTION AGREEMENT (this “Agreement”) is made and entered into this the ____ day of _____, 2026 (the “Effective Date”), by and among the Baldwin County Commission (the “County”) and the City of Fairhope (the “City”), these individual entities collectively referred to herein as the “Parties”.

RECITALS

WHEREAS, the County is the duly formed governing body in and for Baldwin County, Alabama, and the City is an incorporated municipality of the State of Alabama; and

WHEREAS, the County and the City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve certain public roads or rights-of-way inside their respective jurisdictions; and

WHEREAS, the Parties have determined that certain roadway improvements, including constructing a roundabout at the intersection of Founders Drive and Boothe Road, geometric and signal improvements to the intersections of US 98 and Twin Beech Road, and installing various pedestrian improvements within the project limits as depicted on **Exhibits A, B, & C** hereto (the “Project”), are necessary to (i) improve road access for the citizens and residents of the City and the County, and (ii) promote the safety, convenience, order, prosperity and welfare of the citizens and residents of the City and the County; and

WHEREAS, the Parties wish to set forth their mutual agreements and understandings regarding the construction and funding for such improvements.

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

1. **The Project.**

(a) **The City’s Obligations.** The City agrees to construct the Project within thirty-six (36) months of the Effective Date. Subject to the terms and limitations herein, the City shall be responsible for all aspects of designing and constructing the Project. Provided, however, that nothing herein shall prohibit the County, in its sole discretion, from assisting with right-of-way acquisition if requested by the City. The City shall contribute funding equal to one-half (50%) of the total costs, fees, and expenses of the Project, including all costs incurred for right-of-way acquisition, design, utility relocations, permitting, construction, engineering, and inspections. The City agrees that it shall let the Project out for public bid. The City shall be solely responsible for ownership and maintenance of all portions of the Project improvements located within the corporate limits of the City, including without limitation roadways, drainage, pedestrian pathways, lighting, and other right-of-way improvements.

(b) The County's Obligations. Subject to the terms and limitations herein, the County shall contribute funding equal to one-half (50%) of the total costs, fees, and expenses of the Project, including all costs incurred for right-of-way acquisition, design, utility relocations, permitting, construction, engineering, and inspections (the "County Contribution"). The County Contribution shall be paid to the City within thirty (30) days following the receipt of an invoice from the City.

(c) Availability of Funds.

- i. Notwithstanding the foregoing, if the total estimated cost of the Project exceeds **\$5,000,000** the City shall have no obligation to enter into such contract, and the County shall have no obligation to provide the County Contribution.
- ii. Notwithstanding the foregoing, if the City or the County elect to terminate the project before commencement of construction, neither the City nor the County shall have any further obligations but will split all costs up to the date of termination.

2. **Representations.**

(a) Representations of the City. The City represents and covenants as follows:

- i. The City has the full power and authority to enter into this Agreement and to carry out its respective obligations hereunder.
- ii. There is no action or proceeding pending or, insofar as the City knows, threatened against the City which could impact upon the City's right, power, and authority to enter into this Agreement or to otherwise carry out its obligations hereunder.
- iii. The bids, permits, contracts, right of way acquisitions, designs, engineering and other activities under this Agreement shall be performed or contracted by the City in compliance with all applicable laws, rules, and regulations.

(b) Representations of the County. The County represents and covenants as follows:

- i. The County has the full power and authority to enter into this Agreement and to carry out its respective obligations hereunder.
- ii. There is no action or proceeding pending or, insofar as the County knows, threatened against the County which could impact upon the County's right, power, and authority to enter into this Agreement or to otherwise carry out its obligations hereunder.

- iii. The County's performance under this Agreement shall be in compliance with all applicable laws, rules, and regulations.

3. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by mutual agreement of the Parties or until the last of the obligations hereunder has expired. Provided, however, that under no circumstances shall the term of this Agreement exceed three (3) years.

4. **Relationship of the Parties.** In making and performing this Agreement, the Parties are acting and shall act as independent contractors. Neither the City, nor the County is, nor will either be deemed to be, an agent, legal representative, joint venturer, or partner of the other for any purpose. Except as expressly permitted hereunder, neither the City, nor the County will be entitled to (a) enter into any contracts in the name of or on behalf of the other, (b) pledge the credit of the other in any way or hold itself or themselves out as having authority to do so, or (c) make commitments or incur any charges or expenses for or in the name of the other. Neither the City's, nor the County's personnel are, nor shall they be deemed to be at any time during the term of this Agreement, employees of the other. Except as specifically set forth above with respect to the costs, fees or expenses of the respective Project, each Party shall each be responsible for its own costs incurred, whether internally or for its outside legal counsel, consultants and advisors, in conjunction with this Agreement.

5. **Force Majeure.** No Party shall be liable for any default or delay in performance of its obligations hereunder, to the extent such default or delay is attributable to events beyond the reasonable control of such Party, including without limitation acts of God, acts of public enemies, epidemics, floods, fires, strikes or other serious labor disputes, civil disturbances, and earthquake conditions; provided, however, that the Party subject to any such event shall use its commercially reasonable efforts to overcome the event as soon as is reasonably practicable and to continue its performance as required hereunder. Performance times shall be considered extended for a period of time equivalent to the time lost due to such an event.

6. **Further Assurances.** The Parties shall and shall cause their respective affiliates to take all appropriate action and execute or cause to be executed all documents of any kind which may be reasonably necessary or advisable to carry out any of the provisions hereof, including without limitation any instruments necessary to accomplish the City's ownership and maintenance of all portions of the Project improvements located within the corporate limits of the City, including without limitation roadways, drainage, pedestrian pathways, lighting, and other right-of-way improvements.

7. **Amendment.** No amendment, modification, or supplement of any provision of this Agreement or any exhibit hereto will be valid or effective unless made in writing and signed by the duly authorized representatives of the Parties.

8. **Governing Law.** This Agreement shall be governed by and performed in accordance with the laws of the State of Alabama. The Parties agree that venue concerning any dispute regarding the terms or enforcement of this Agreement shall only be in the State Courts of Alabama in Baldwin County.

9. **Severability.** Any of the provisions of this Agreement determined to be invalid or unenforceable shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining provisions hereof or affecting the validity or enforceability of any of the provisions of this Agreement.

10. **Negotiated Agreement.** The Parties each hereby acknowledge that the terms and language of this Agreement were the result of negotiations among the Parties and, as a result, there shall be no presumption that any ambiguities in this Agreement shall be resolved against any particular Party. Any controversy over construction of this Agreement shall be decided without regard to events of authorship or negotiation.

11. **Counterparts; Electronic Signature.** This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which together shall constitute one and the same instrument. Transmission of images of signed signature pages by facsimile, email or other electronic means shall have the same effect as the delivery of manually signed documents.

12. **Changes in Scope.** Neither Party may modify the scope of the Project, as reflected in **Exhibit A**, without written authorization from both Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

[Remainder of Page Intentionally Left Blank]

[Signature Page to Follow]

[Signature Page to Intergovernmental Roadway Construction Agreement]

**BALDWIN COUNTY COMMISSION,
BALDWIN COUNTY, ALABAMA**

By: _____
James E. Ball, Chairman
Baldwin County Commission

ATTEST: _____
Roger H. Rendleman
County Administrator

[Signature Page to Intergovernmental Roadway Construction Agreement]

CITY OF FAIRHOPE, ALABAMA

By: _____
Sherry Sullivan, Mayor

ATTEST: _____
Lisa A. Hanks, MMC
City Clerk

EXHIBIT A - Conceptual - Not for Construction

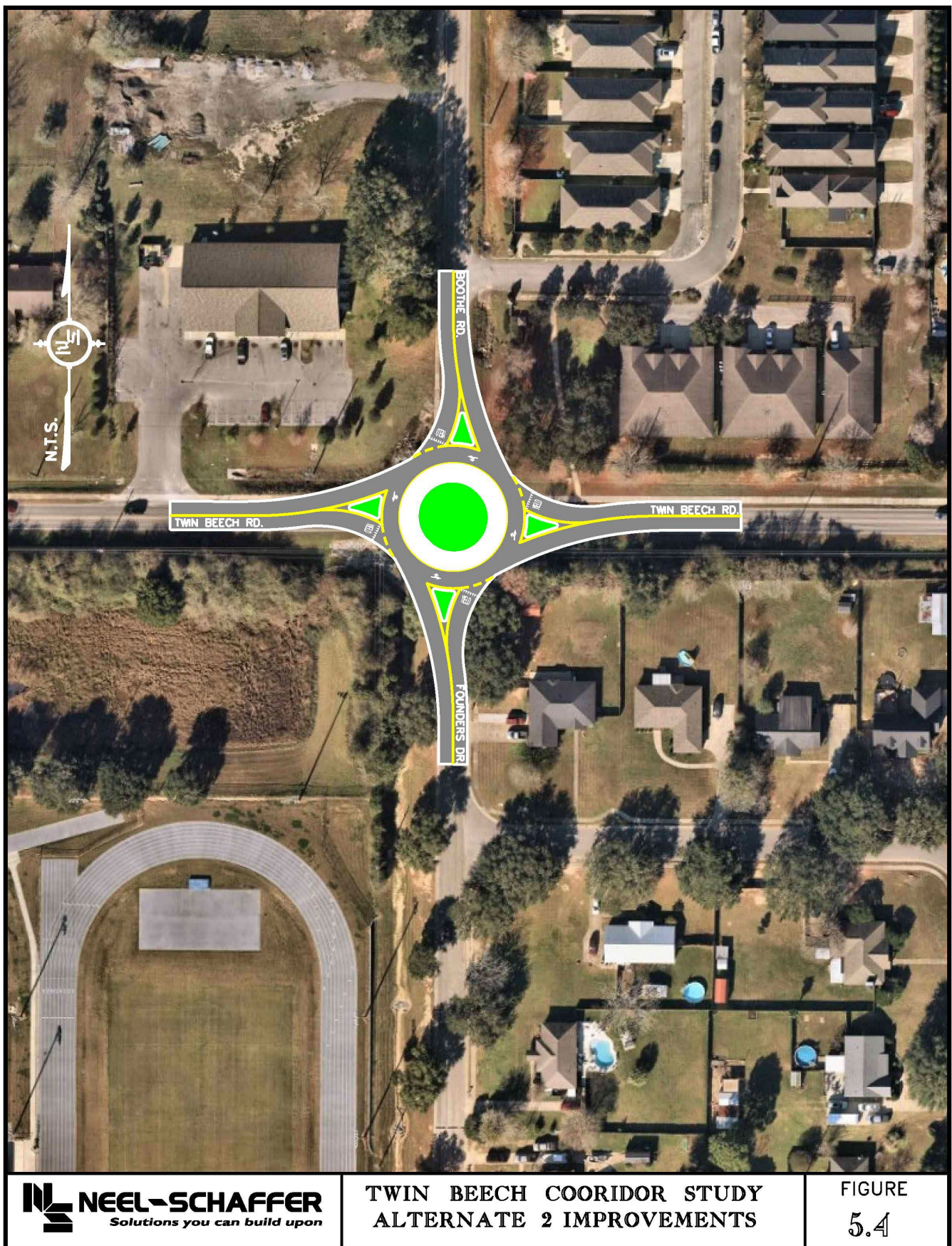
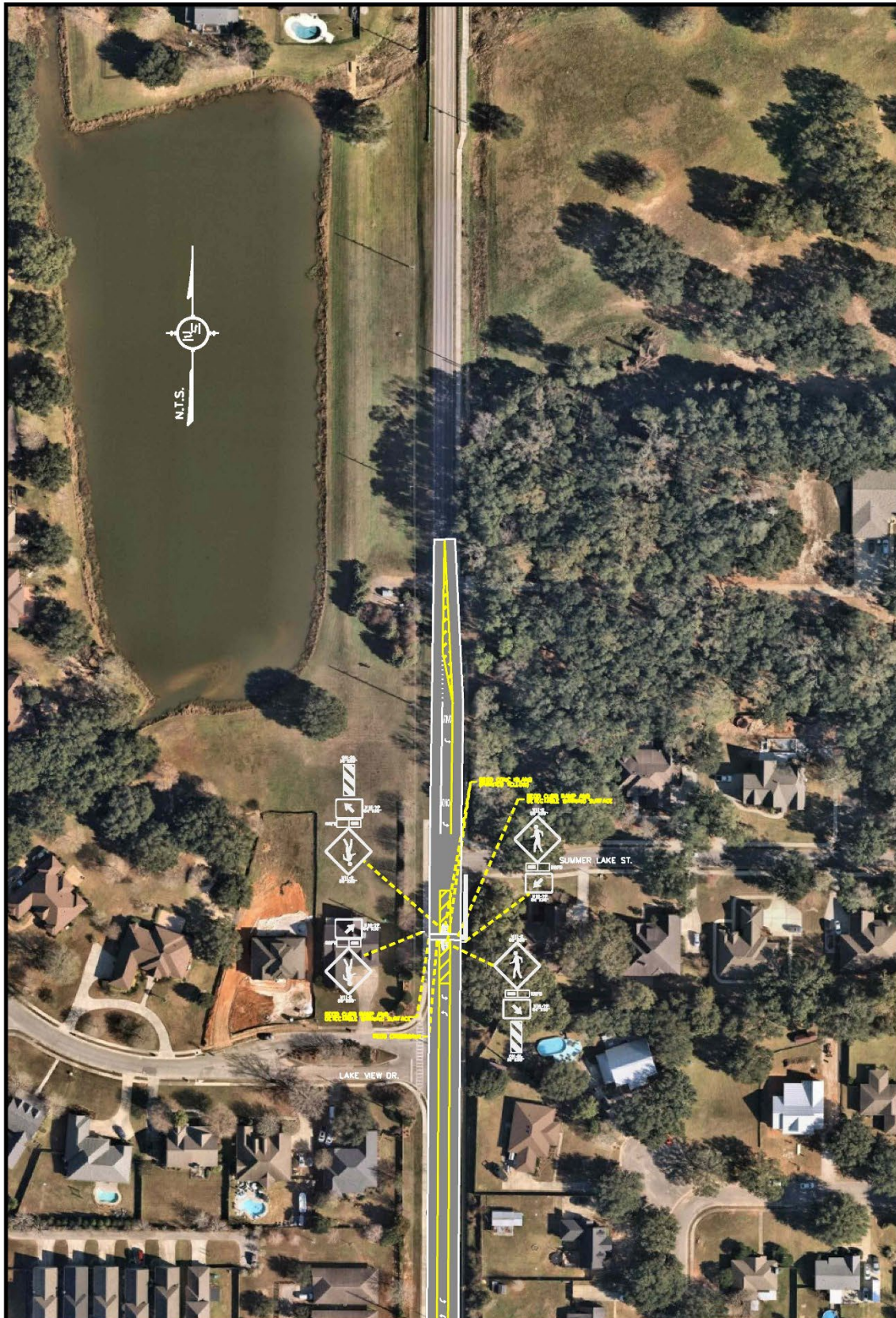


EXHIBIT B - Conceptual - Not for Construction



EXHIBIT C - Conceptual - Not for Construction



MATCHLINE FIGURE 6.2



TWIN BEECH CORRIDOR STUDY
RECOMMENDED IMPROVEMENTS

FIGURE
6.3



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1201

FROM:	Richard Johnson, City Engineer
SUBJECT:	City Engineer, Richard Johnson, has requested Change Order No. 1 for the contract with American Contractors Indemnity Company and Fairhope Building Company (FBC) for the J.M. Nature Center Remodel.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

To approve Change Order No. 1 for the J.M. Nature Center Remodel with American Contractors Indemnity Company and Fairhope Building Company (FBC) and authorize the Mayor to execute the Change Order No. 1 for \$18,678.27. The new contract total will be \$254,753.27. The Surety Company is responsible for all contract pricing except for Change Order No. 1. Authorize Treasurer to transfer \$18,678.27 from General Fund to Capital Projects Fund in FY2026 Budget.

BACKGROUND INFORMATION:

This change order request is based on a simple code requirement issue. The original contractor was terminated for failure to satisfactorily perform the work in accordance with contract requirements. A claim was subsequently filed with the contractor's surety, which resulted in the City being compensated for the documented incomplete, deficient, and non-compliant work identified by the Architect. The new back porch ingress/egress stairway was completed early in the project and passed all early framing inspections. There were no noted deficiencies at the time of the original GC's termination. Fairhope Building Company was subsequently engaged through the surety completion process and has substantially completed the remaining contract work assigned under its agreement with the City. Upon calling for final building inspection it has been determined that the tread run does not meet commercial code of 11" clear. Thus, the C.O. cannot be issued. The stairs were not included in the surety's demand for performance due to no noted deficiencies with the stairway.

The Change Order No. 1 cost is Eighteen Thousand Six Hundred Seventy-Eight Dollars and Twenty-Seven Cents (\$18,678.27). This change order will bring the total contract cost to Two Hundred Fifty-Four Thousand Seven hundred Fifty-Three Dollars and Twenty-Seven Cents (\$254,753.27). This represents a contract change of 8%. The Surety Company is responsible for all contract pricing except for the Change Order No. 1.

Previous Council Action: The contract award for Resolution No. 5734-26 for a Settlement & Tender Agreement with American Contractors Indemnity Company (Surety) for the J.M. Nature Center Remodel was approved on February 9, 2026, which settled the claim with J. Payne Organization involving Bid No. 24-053-2024-PWI-010. It authorized the Surety to issue a Contract with Fairhope Building Company to complete the JMNC Building Project, authorized the City Treasurer to tender (release) unspent funds for the project, and allocated additional project funding of \$39,510.00 (not to exceed) to cover an unexpected change order.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
103-55892	John Martin Nature Center	\$0.00	\$18,678.27	(\$18,678.27)

Project No.: 2024PWI010

Authorize Treasurer to transfer \$18,678.27 from General Fund to Capital Projects Fund in FY2026 Budget to cover additional expense.

GRANT:

N/A

LEGAL IMPACT:

City Legal Counsel has reviewed the circumstances and concurs with the proposed approach.

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 Change Order No. 1 for Resolution No. 5734-26 with American Contractors Indemnity Company (Surety) and Fairhope Building Company (Contractor) for the J.M. Nature Center Remodel with a cost of \$18,678.27; and to award Change Order No. 1 to Fairhope Building Company (FBC). The new contract total will be \$254,753.27. The Surety Company is responsible for all contract pricing except for the Change Order No. 1.

[2) Treasure to transfer \$18,678.27 from General Fund to Capital Projects Fund in FY2026 Budget.

DULY ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE**CHANGE
ORDER
REQUEST**

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: Rebecca Dunn Bryant, AIA, Watershed

CONTRACTOR: Fairhope Building Company (FBC)

PROJECT: Bid # 24-053-2024-PWI-10 J.M. Nature Center Remodel

CHANGE ORDER REQUEST NO. #1 **DATE:** September 4, 2026

1. DESCRIPTION OF CHANGE:

This change order request is based on a simple code requirement issue. The original contractor was terminated for failure to satisfactorily perform the work in accordance with contract requirements. A claim was subsequently filed with the contractor's surety, which resulted in the City being compensated for the documented incomplete, deficient, and non-compliant work identified by the Architect. The new back porch ingress/egress stairway was completed early in the project and passed all early framing inspections. There were no noted deficiencies at the time of the original GC's termination. Fairhope Building Company was subsequently engaged through the surety completion process and has substantially completed the remaining contract work assigned under its agreement with the City. Upon calling for final building inspection it has been determined that the tread run does not meet commercial code of 11" clear. Thus, the C.O. cannot be issued. The stairs were not included in the surety's demand for performance due to no noted deficiencies with the stairway.

2. CHANGE ORDER COSTS: \$18,678.27

Proposal Attached See Attached Proposal **Cost Estimated/Proposal Required**

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a. See attached Proposal	Lump Sum	\$18,678.27	Inc.	Inc.	\$18,678.27
b.					
TOTAL:					\$18,678.27

*If more than 2 items, provide attachments.

3. INSTITUTED BY: Rebecca Dunn Bryant, AIA, Project Architect; Richard D. Johnson, PE (Project Manager & Owner's Representative); Chief Building Official and Contractor: Fairhope Building Company

4. JUSTIFICATION OF NEED: During final building inspection, it was determined that the exterior porch stairway does not satisfy the applicable commercial building code requirement for minimum tread depth. As a result, a Certificate of Occupancy cannot be issued until the deficiency is corrected. The condition predates Fairhope Building Company's involvement and was not included within the surety completion scope of work. Reconstruction of the stairway is therefore necessary to achieve code compliance, obtain a Certificate of Occupancy, and place the facility into public service. City Legal Counsel has reviewed the circumstances and concurs with the proposed approach.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING: Competitive bidding is not required because the proposed change order represents an 8.0% increase to the (FBC) contract amount, which is below the 10% threshold established under applicable Alabama public works requirements. Furthermore, the work is directly related to and integrated with the ongoing project and is necessary to achieve project completion and occupancy.

6. COSTS REVIEW: Although the cost of the corrective work is significant, the existing stair configuration cannot be modified through minor adjustments. Achieving code compliance requires demolition of the existing stair assembly and construction of a new stair system meeting applicable commercial code requirements. Due to the revised geometry of the stairway, only limited materials may be reused. The Architect and City Engineer have reviewed the proposal and determined the pricing to be reasonable for the scope of work required.

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

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

8. EXTENSION OF TIME REQUESTED: SCHEDULE IMPACT - 15 days.

RECOMMENDED:

BY: See Attached Recommendation Email
Project Architect

BY: N/A
Utility Representative

APPROVED:

BY: See Attached Proposal
Contractor

BY: N/A
OWNER's Legal Advisor

BY: 
OWNER's Authorized Representative

Fairhope Building Company
116 Fairhope Avenue
Fairhope, Alabama 36532
Phone: 2516525060

Project: 26-GC05 - John Martin Nature Center
22430 Main Street
Fairhope, Alabama 36532

Prime Contract Potential Change Order #001: Exterior Porch Stair Rework

TO:	City of Fairhope PO Box 429 Fairhope, Alabama 36533	FROM:	Fairhope Building Company 116 Fairhope Avenue Fairhope, Alabama 36532
PCO NUMBER/REVISION:	001 / 0	CONTRACT:	1 - John Martin Nature Center
REQUEST RECEIVED FROM:	Richard Johnson (City of Fairhope)	CREATED BY:	Lane Otto (Fairhope Building Company)
STATUS:	Pending - In Review	CREATED DATE:	9/3/2026
REFERENCE:		PRIME CONTRACT CHANGE ORDER:	None
FIELD CHANGE:	Yes		
LOCATION:		ACCOUNTING METHOD:	Amount Based
SCHEDULE IMPACT:	15 days	PAID IN FULL:	No
EXECUTED:	No	SIGNED CHANGE ORDER RECEIVED DATE:	
		TOTAL AMOUNT:	\$18,678.27

POTENTIAL CHANGE ORDER TITLE: Exterior Porch Stair Rework

CHANGE REASON: Existing Condition

POTENTIAL CHANGE ORDER DESCRIPTION: *(The Contract Is Changed As Follows)*

Exterior Porch Stair Rework

Demolish existing stairs, reframe to accomodate code compliant steps and railings. Reuse existing trex steps.

ATTACHMENTS:

#	Budget Code	Description	Amount
1		Disassemble & Reframe (Labor)	\$4,000.00
2		Additional Trex Steps & Framing Material	\$1,850.00
3		Install Cable Railing	\$3,000.00
4	05-600.S Metal Railings	New Railing & Cabling Material	\$2,641.97
5	09-700.S Painting	Paint new framing	\$2,250.00
6		Misc. GC's & GR's	\$1,000.00
7		Material Contingency	\$1,500.00
Subtotal:			\$16,241.97
Profit (15.00%):			\$2,436.30
Grand Total:			\$18,678.27

Rebecca Bryant (Watershed)

City of Fairhope
PO Box 429
Fairhope, Alabama 36533

Fairhope Building Company
116 Fairhope Avenue
Fairhope, Alabama 36532

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

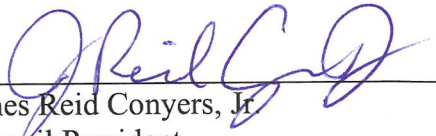
RESOLUTION NO. 5734-26

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

[1] That the City Council hereby authorizes Mayor Sherry Sullivan to execute a Settlement & Tender Agreement with American Contractors Indemnity Company (Surety) that will settle the claim with J. Payne Organization (Contractor) involving Bid No. 24-053-2024-PWI-010 - John Martin Nature Center Building Project. This resolution allows, authorizes and involves the following:

1. Surety to issue a Contract with Fairhope Building Company to complete the JMNC Building Project. (10-day Notice to Proceed and 90-Calendar Day Project Performance Period); and
2. Authorizes the City Treasurer to tender (release) unspent funds from the project (Resolution No. 5142-24) per the terms of the agreement; and
3. Allocates additional project funding of \$39,510.00 (not to exceed) to cover an unexecuted change order that serves as a comprehensive change order for all additional costs or credits to non-contract work throughout the entirety of Contractor's time on the project.

DULY ADOPTED ON THIS 9TH DAY OF FEBRUARY, 2026



James Reid Conyers, Jr.
Council President

Attest:



Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1199

FROM:	Richard Johnson, City Engineer
	Nicole Love, Grants Coordinator
SUBJECT:	The City Engineer, Richard Johnson, is requesting to hire a qualified professional engineering firm to perform beach monitoring at Magnolia Beach as a condition of the project grant and the US Army Corp of Engineers permit.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

To approve the selection of Goodwyn Mills Cawood by the Mayor for RFQ PS26-036 Professional Engineering Services for Coastal Engineering Services for Beach Monitoring at Magnolia Beach as a condition of the project grant and the US Army Corp of Engineers permit, and authorize the Mayor to negotiate the not-to-exceed cost to be approved by City Council.

BACKGROUND INFORMATION:

The City recently completed the Magnolia Beach shoreline stabilization and nourishment project, which included construction of an offshore segmented breakwater system and beach restoration. The project was funded through the Gulf of Mexico Energy Security Act (GOMESA) program and was designed to provide long-term shoreline stability, resilient infrastructure protection, and enhanced public recreational use.

As a condition of the project grant and U.S. Army Corps of Engineers permit, the City is required to perform three years of post-construction monitoring. GMC Proposal - Magnolia Beach Monitoring Sep 2 2026 provides a scope of services from Goodwyn Mills Cawood (GMC), the project's coastal engineering consultant, to complete the required monitoring program.

The proposed monitoring will include annual beach profile surveys and performance assessments in 2027, 2028, and 2029. Survey data will document shoreline position, beach elevations, and sand volume changes, and will be used to prepare annual monitoring reports required for regulatory compliance. The data will also provide valuable baseline information for evaluating storm-related damages should future storm events occur.

Mayor Sullivan has selected Goodwyns Mills Cawood for this project.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
103-55760	Magnolia Beach Improvements	TBD	TBD	TBD

GRANT:

GOMESA

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 PS26-036) for the Coastal Engineering Services for Beach Monitoring – Magnolia Beach to Goodwyn Mills Cawood; and hereby authorize Mayor Sullivan to negotiate the not-to-exceed fee to be approved by Council.

DULY ADOPTED THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

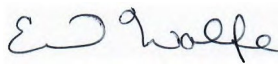
Lisa A. Hanks, MMC
City Clerk



MEMO

Sherry Sullivan
Mayor

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: September 3, 2026

Re: **RFQ PS26-036 Professional Engineer – Coastal Engineering Services for Beach Monitoring – Magnolia Beach**

The City Engineer, Richard Johnson is requesting the hiring of a professional engineer for **RFQ PS26-036 Professional Engineer – Coastal Engineering Services for Beach Monitoring – Magnolia Beach**.

Per our Procedure for Procuring Professional Services, Richard Johnson and I are providing firms for the Mayor to select from for the work.

The work to be performed is to include the following Scope of Services:

- Annual beach profile elevation surveys
- Annual beach monitoring report to include: Description and history of the project; low-altitude aerial imagery; Documentation of shoreline position; Documentation of sand volumes; Narrative summarizing project performance; Elevation profile data for each transect including pre-project, post-project, and annual monitoring data.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

Sherry Sullivan Sep 3, 2026 Goodwyn Mills Cawood
Sherry Sullivan (Sep 3, 2026 10:33:25 CDT)

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 - Magnolia Beach Monitoring

Final Audit Report

2026-09-03

Created:	2026-09-03
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1SQiFEjHA0YhqbCGK2SShgei-0r2AHwP

"Memo to choose - Magnolia Beach Monitoring" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-09-03 - 3:17:59 PM GMT
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-09-03 - 3:18:27 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-09-03 - 3:28:50 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-09-03 - 3:33:25 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-09-03 - 3:33:25 PM GMT



Memorandum

From: Richard D. Johnson, P.E., City Engineer 

To: Jimmy Conyers, Council President

Thru: Sherry Sullivan, Mayor

CC: Purchasing; City Clerk; Treasurer; Grants Management; File

Date: September 3, 2026

Subject: Request for Resolution Authorizing Post-Construction Monitoring Services for Magnolia Beach

Mayor Sullivan and President Conyers:

The City recently completed the Magnolia Beach shoreline stabilization and nourishment project, which included construction of an offshore segmented breakwater system and beach restoration. The project was funded through the Gulf of Mexico Energy Security Act (GOMESA) program and was designed to provide long-term shoreline stability, resilient infrastructure protection, and enhanced public recreational use.

As a condition of the project grant and U.S. Army Corps of Engineers permit, the City is required to perform three years of post-construction monitoring. GMC Proposal - Magnolia Beach Monitoring Sep 2 2026 provides a scope of services from Goodwyn Mills Cawood (GMC), the project's coastal engineering consultant, to complete the required monitoring program.

The proposed monitoring will include annual beach profile surveys and performance assessments in 2027, 2028, and 2029. Survey data will document shoreline position, beach elevations, and sand volume changes, and will be used to prepare annual monitoring reports required for regulatory compliance. The data will also provide valuable baseline information for evaluating storm-related damages should future storm events occur.

The total cost for the three-year monitoring program is \$80,000, with annual expenditures of approximately \$26,667. Funding for the first year has been included in the FY2027 budget. GMC has also provided an optional fee proposal for post-storm assessments and FEMA Public Assistance documentation, if needed following a declared storm event. As an engineered beach project, Magnolia Beach may be eligible for FEMA Public Assistance Category G reimbursement for storm-related damages.

Staff request a resolution authorizing the Mayor to execute an agreement with GMC for the required post-construction monitoring services.

Yours,

RDJ



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1190

FROM:	John Thomas, Public Works Director
SUBJECT:	The Public Works Director, John Thomas, is requesting Contract Amendment No. 3, Extension No. 2 for Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department for the Public Works Department.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

To approve Contract Amendment No. 3, Extension No. 2 of the contract for Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department with Chris Francis Tree Care, LLC per the terms and conditions of the original contract. The Annual Contract Amount is not-to-exceed \$96,000.00 and is to begin on October 1, 2026 and end on September 30, 2027.

BACKGROUND INFORMATION:

The Public Works Director, John Thomas, is requesting approval of Contract Amendment No. 3, Extension No. 2 for Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department. The original contract was executed on August 23, 2024 and awarded to Chris Francis Tree Care, LLC. Extension No. 2 will extend the referenced contract from October 1, 2026 to September 30, 2027 to align with the fiscal year 2027.

Previous Council Actions:

Resolution No. 5510-25 on July 28, 2025 - That Mayor Sherry Sullivan is hereby authorizes to execute Contract Amendment No. 2, Extension No. 1 of Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department with Chris Francis Tree Care, LLC per the terms and conditions of the original contract.

Resolution No. 5143-24 on August 12, 2024 approved Contract Award of Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department to Chris Francis Tree Care, LLC.

Resolution No. 5311-24 on November 12, 2024 approved Contract Amendment No. 1 of Bid No. Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department to increase the total contract amount for Year One by \$96,000.00.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001360-50360	Landscape - General Maintenance	\$96,000.00	\$96,000.00	\$0.00

Contract Amendment No. 3, Extension No. 2 (Year 3) expense is included in the FY2027 proposed 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: 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 Contract Amendment No. 3, Extension No. 2 of Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department with Chris Franics Tree Care, LLC per the terms and conditions of the original contract. The Contract Extension No. 2 to be from October 1, 2026 to September 30, 2027.

DULY ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE

Contract Amendment 3

Bid No. 24-056

Citywide Tree Maintenance Annual Contract Public Works Department

Contract Extension No. 2

This Amendment 3 of CONTRACT ("Amendment") is made this ____ day of _____, 202__, for the purpose of extending the agreement known as **Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department**, executed on August 23, 2024 ("Original Contract") between the **City of Fairhope** and **Chris Francis Tree Care, LLC**. (the "Parties").

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

Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department

And will end on **August 22, 2025**.

2. The Parties agreed to amend the Original Contract to add Ninety Thousand Dollars (\$90,000.00) to Year One of the Contract as stated in Amendment 1. The total cost of the contract for Year One is not-to-exceed One Hundred Eighty-Six Thousand Dollars (\$186,000.00).

3. The Parties agreed to extend the Original Contract for an additional period, which began immediately upon the expiration of the Original Contract time period on **August 23, 2025** and **will end on August 22, 2026**.

4. The Parties agree to extend the Original Contract for an additional period, which will begin **October 1, 2026** and **will end on September 30, 2027**.

5. This Extension binds and benefits both Parties and any successors or assigns. The document, including the attached Original Contract, along with Amendment 1 and Amendment 2, is the entire agreement between the Parties. All other terms and conditions of the Original Contract remain unchanged.

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

by: Sherry Sullivan, Mayor

BY: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY
STATE OF ALABAMA}
COUNTY OF BALDWIN}

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

Given under my hand and Notary Seal on this ____ day of _____, 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 _____

RESOLUTION NO. 5510-25

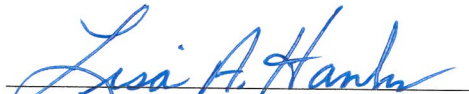
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, as follows:

[1] That Mayor Sherry Sullivan is hereby authorized to execute Contract Amendment No. 2, Extension No. 1 of Bid No. 24-056 Citywide Tree Maintenance Annual Contract Public Works Department with Chris Francis Tree Care, LLC per the terms and conditions of the original contract.

ADOPTED ON THIS 28TH DAY OF JULY, 2025


Jack Burrell, Council President

Attest:

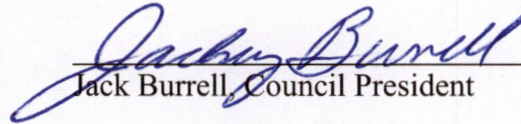

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 5311-24

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

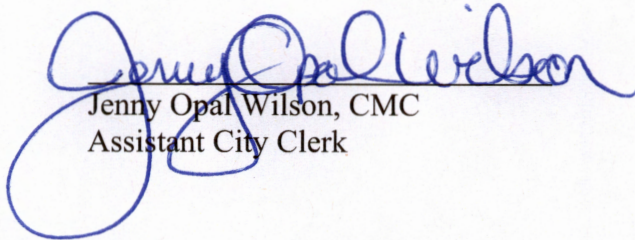
[1] That Mayor Sherry Sullivan is hereby authorized to execute a contract amendment with Chris Francis Tree Care, LLC for Bid No. 24-056 Citywide Tree Maintenance Annual Contract to increase the total contract amount for Year One by \$90,000.00. The new contract total for Year One will be not-to-exceed \$186,000.00 and the total contract amount not-to-exceed \$378,000.00 for three (3) years, and authorizes the Treasurer to transfer budget of \$50,000.00 from 001350-50360 to 1360-50360 to fund a portion of this increase.

ADOPTED ON THIS 12TH DAY OF NOVEMBER, 2024



Jack Burrell, Council President

Attest:



Jenny Opal Wilson, CMC
Assistant City Clerk

RESOLUTION NO. 5143-24

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 to procure services for (Bid No. 24-056) for Citywide Tree Maintenance Annual Contract at 555 South Section Street, City of Fairhope offices, Fairhope, Alabama.

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

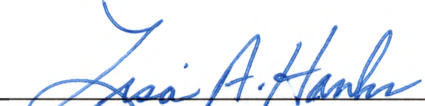
Please see attached Bid Tabulation
Citywide Tree Maintenance Annual Contract

[3] After evaluating the bids with required specifications, Chris Francis Tree Care, LLC is now awarded (Bid No. 24-056) for Citywide Tree Maintenance Annual Contract for an annual contract not-to-exceed \$96,000.00, total contract amount not-to-exceed \$288,000.00 for three (3) years.

DULY ADOPTED THIS 12TH DAY OF AUGUST, 2024

Corey Martin, Council President

Attest:



Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1194

FROM:	John Thomas, Public Works Director
SUBJECT:	The Director of Public Works, John Thomas, and the Landscaping Department's Horticultural Supervisor, Will Mastin, have requested the annual procurement of Violas, Pansies, Nemesisias, and other winter flowers for FY2027 for the Landscaping Department for landscaping throughout the City.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

To approve this FY2027 winter flower procurement for the Landscaping Department with an estimated cost of \$15,319.82 plus shipping and additional tariffs from Billy Haris and Associates. The cost will be included in the proposed FY 2027 budget.

BACKGROUND INFORMATION:

The Landscaping Department Horticulture Supervisor, Will Mastin, is requesting approval of the annual procurement of Violas, Pansies, Nemesisias, and other winter flowers for FY2027 for the Street Department for landscaping throughout the City. The tulip bulbs and flowers must be ordered in advance for delivery by Fall of 2026. The cost will be included in the FY2027 proposed budget.

The estimated cost from Billy Harris and Associates is Fifteen Thousand Three Hundred Nineteen Dollars and Eighty-Two Cents (\$15,319.82) plus shipping and tariffs.

This procurement is allowed pursuant to Resolution No. 1650-10 adopted May 24, 2010 that declares flowers as Unique "Like Items" and the extension of this categorization to include any cultivated varieties, differentiated by scientific name.

Previous Actions:

Resolution No. 1650-10 adopted May 24, 2010, which designated "Like Item: Flora" exceed the \$30,000.00 state bid limit.

July 13, 2026 - Resolution No. 5860-26 - That the City of Fairhope approves the annual procurement of Tulip Bulbs, Paperwhites, Daffodils, Poinsettias, and other fall and winter flowers for FY2027 for the Landscaping Department to Billy Harris and Associates with an estimated cost of \$16,023.00 plus shipping and additional tariffs; and to Ruigrok Flowerbulbs with an estimated cost of \$36,381.38 plus shipping and

additional tariffs. The cost will be included in the proposed FY2027 Budget. This procurement is allowed pursuant to Resolution No. 1650-10 adopted May 24, 2010 that declares flowers as Unique "Like Items" and the extension of this categorization to include any cultivated varieties, differentiated by scientific name.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
001360-51400	Landscape - Flowers	\$0.00	\$15,319.82	(\$15,319.82)

Expense is included in the FY2027 proposed budget. Expense will not be incurred until flowers are delivered.

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 annual procurement of Violas, Pansies, Nemesisias, and other winter flowers for FY2027 for the Landscaping Department to Billy Harris and Associates with an estimated cost of \$15,319.82 plus shipping and additional tariffs. The cost will be included in the proposed FY2027 Budget. This procurement is allowed pursuant to Resolution No. 1650-10 adopted May 24, 20210 that declares flowers as Unique “Like Items” and the extension of this categorization to include any cultivated varieties, differentiated by scientific name.

DULY ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Billy Harris & Associates, Inc
 5220 Sheppard Dr
 Elmore, AL 36025 US
 +13342901985
 sales@bhaplants.com

Sales Order



ADDRESS
City of Fairhope P.O. Drawer 429 Fairhope, AL 36533

SHIP TO
City of Fairhope City of Fairhope 555 S. Section Street Fairhope, Alabama 36532 251-928-80030

SALES ORDER #	DATE	
40853	07/17/2026	

VENDOR
 Cal Seed

SHIP DATE
 09/21/26 WK 39

ACTIVITY	QTY	RATE	AMOUNT
Height in Middle of Beds			
Poppy Champagne Bubbles Scarlet 128	9	38.25	344.25
Snapdragon Snapshot White 128	9	29.88	268.92
Freight and Handling - CA	1	360.00	360.00

Attached is your sales order! Please look over your order carefully. Orders cancelled after sowing or rooting will be charged. Tariff Surcharge:
 A tariff surcharge may be applied to all materials as a separate line item based on the prevailing tariff at the time input materials are received.

SUBTOTAL	973.17
TAX	0.00
TOTAL	\$973.17

Accepted By

Accepted Date

Billy Harris & Associates, Inc
 5220 Sheppard Dr
 Elmore, AL 36025 US
 +13342901985
 sales@bhaplants.com

Sales Order



ADDRESS
City of Fairhope P.O. Drawer 429 Fairhope, AL 36533

SHIP TO
City of Fairhope City of Fairhope 555 S. Section Street Fairhope, Alabama 36532 251-928-80030

SALES ORDER #	DATE	
40854	07/17/2026	

VENDOR
NB

SHIP DATE
10/05/26 WK 41

ACTIVITY	QTY	RATE	AMOUNT
Borders			
VIOLA-COLOMAX-CLEAR YELLOW 288/280 Cell Tray	39	24.92	971.88
VIOLA-COLOMAX-ICY BLUE 288/280 Cell Tray	39	24.92	971.88
Fillers			
VIOLA-SORBET-WHITE JUMP UP XP 288/280 Cell Tray	38	24.92	946.96
Green Boxes			
VIOLA-COLOMAX-LEMON SPLASH SUB FOR POPCORN SEED N/A 288/280 Cell Tray	18	24.92	448.56
PANSY-DELTA SPEEDY-DP BLUE BLOTCH 144/140 Cell Tray. ***** 144	5	21.28	106.40
White Boxes			
PANSY-GRANDIO-SILVER BLUE 144/140 Cell Tray **** 144	4	23.24	92.96
Freight and Handling + FSC	1	1,194.05	1,194.05

Attached is your sales order! Please look over your order carefully. Orders cancelled after sowing or rooting will be charged. Tariff Surcharge:
 A tariff surcharge may be applied to all materials as a separate line item based on the prevailing tariff at the time input materials are received.

SUBTOTAL	4,732.69
TAX	0.00
TOTAL	\$4,732.69

Accepted By

Accepted Date

Billy Harris & Associates, Inc
 5220 Sheppard Dr
 Elmore, AL 36025 US
 +13342901985
 sales@bhaplants.com

Sales Order



ADDRESS
City of Fairhope P.O. Drawer 429 Fairhope, AL 36533

SHIP TO
City of Fairhope City of Fairhope 555 S. Section Street Fairhope, Alabama 36532 251-928-80030

SALES ORDER #	DATE	
40855	07/17/2026	

VENDOR
NB

SHIP DATE
10/5/26 WK41

ACTIVITY	QTY	RATE	AMOUNT
Nemesia Bluebird 104 Liner LMT 0.2345	35	128.12	4,484.20
Freight and Handling +Tariff	1	465.40	465.40
FILLERS FOR BEDS. -moved up to 1 WK for super saver shipping rates			

Attached is your sales order! Please look over your order carefully. Orders cancelled after sowing or rooting will be charged. Tariff Surcharge:
 A tariff surcharge may be applied to all materials as a separate line item based on the prevailing tariff at the time input materials are received.

SUBTOTAL	4,949.60
TAX	0.00
TOTAL	\$4,949.60

Accepted By

Accepted Date

Billy Harris & Associates, Inc
 5220 Sheppard Dr
 Elmore, AL 36025 US
 +13342901985
 sales@bhaplants.com

Sales Order



ADDRESS
City of Fairhope P.O. Drawer 429 Fairhope, AL 36533

SHIP TO
City of Fairhope City of Fairhope 555 S. Section Street Fairhope, Alabama 36532 251-928-80030

SALES ORDER #	DATE	
40856	07/17/2026	

VENDOR
NB

SHIP DATE
10/12/26 WK42

ACTIVITY	QTY	RATE	AMOUNT
South Mobile Beds			
PANSY-PANOLA-TRUE BLUE XP 288/280 Cell Tray	11	28.56	314.16
PANSY-PANOLA-WHITE XP 288/280 Cell Tray	11	28.56	314.16
Clock			
PANSY-PANOLA-TRUE BLUE XP 288/280 Cell Tray	32	28.56	913.92
Freight and Handling + FSC	1	648.00	648.00

Attached is your sales order! Please look over your order carefully. Orders cancelled after sowing or rooting will be charged. Tariff Surcharge:
 A tariff surcharge may be applied to all materials as a separate line item based on the prevailing tariff at the time input materials are received.

SUBTOTAL	2,190.24
TAX	0.00
TOTAL	\$2,190.24

Accepted By

Accepted Date

Billy Harris & Associates, Inc
 5220 Sheppard Dr
 Elmore, AL 36025 US
 +13342901985
 sales@bhaplants.com

Sales Order



ADDRESS
City of Fairhope P.O. Drawer 429 Fairhope, AL 36533

SHIP TO
City of Fairhope City of Fairhope 555 S. Section Street Fairhope, Alabama 36532 251-928-80030

SALES ORDER #	DATE	
40857	07/17/2026	

SHIP DATE

10/19/26 WK 43

ACTIVITY	QTY	RATE	AMOUNT
Downtown around trees			
VIOLA-COLOMAX-LEMONBERRY PIE MIX 288/280 Cell Tray	22	24.92	548.24
Hanging Baskets			
PANSY TRAILING-FREEFALL XL-MIX 144/140 Cell Tray	18	42.56	766.08
Freight and Handling + FSC	1	480.00	480.00

Attached is your sales order! Please look over your order carefully. Orders cancelled after sowing or rooting will be charged. Tariff Surcharge:
 A tariff surcharge may be applied to all materials as a separate line item based on the prevailing tariff at the time input materials are received.

SUBTOTAL	1,794.32
TAX	0.00
TOTAL	\$1,794.32

Accepted By

Accepted Date

Billy Harris & Associates, Inc
 5220 Sheppard Dr
 Elmore, AL 36025 US
 +13342901985
 sales@bhaplants.com

Sales Order



ADDRESS
City of Fairhope P.O. Drawer 429 Fairhope, AL 36533

SHIP TO
City of Fairhope City of Fairhope 555 S. Section Street Fairhope, Alabama 36532 251-928-80030

SALES ORDER #	DATE	
40906	07/17/2026	

VENDOR
NB

SHIP DATE
09/28/26 WK40 Earliest

ACTIVITY	QTY	RATE	AMOUNT
Fillers			
Dusty Miller New Look 140 Cell Tray	22	18.90	415.80
Freight and Handling + FSC	1	264.00	264.00

Attached is your sales order! Please look over your order carefully. Orders cancelled after sowing or rooting will be charged. Tariff Surcharge:
 A tariff surcharge may be applied to all materials as a separate line item based on the prevailing tariff at the time input materials are received.

SUBTOTAL	679.80
TAX	0.00
TOTAL	\$679.80

Accepted By

Accepted Date



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: John Thomas

Date: 9/3/2026

Department: Public Works – Horticulture

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>Billy Harris and Associates – Winter flowers</u>	\$ <u>\$15,319.82</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? Winter flowers
2. What is the total cost of the item or service? \$15,319.82
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): Billy Harris and Associates
6. Vendor Number: 23290

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: 001360-51400 (FY2027)

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

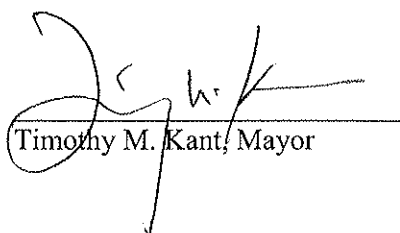
24 May 2010

Councilmember Stankoski introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves and declares the attached list of flowers as Unique "Like Items," and the extension of this categorization to include any cultivated varieties, differentiated by scientific name. Seconded by Councilmember Kingrea, motion passed unanimously by voice vote.

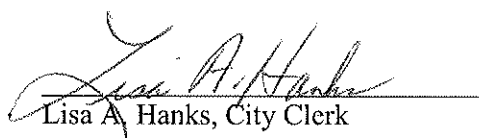
RESOLUTION NO. 1650-10

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves and declares the attached list of flowers as Unique "Like Items," and the extension of this categorization to include any cultivated varieties, differentiated by scientific name.

Adopted on this 24th day of May, 2010


Timothy M. Kant, Mayor

Attest:


Lisa A. Hanks, City Clerk

Botanical Nomenclature is the orderly classification and naming of plants. Plant anatomy is the avenue taken to identify plants into their correct classifications or likeness. Plants are composed of different parts: leaves, stems, buds, and roots. Flowers are further classified by life cycles, sexual parts, structure, production, and flower types. Plant cultivated varieties include differences such as height, color, and growth habit. When describing plant differences, the botanical nomenclature uses terms such as genus, species, variety and cultivar. The nomenclature is written in Latin, a universal language. Cultivated varieties are not "like" items and should be declared as such. The below is not an all-inclusive list of flowers used for the city. In addition to the plant list found below, the acquisition of "not like" flowers should extend to any cultivated varieties.

Common Name	Scientific Name	Color	Growth Habit
1. <i>Cerastium Odoreum</i> "Mini Cascade"	<i>Hy Petalagonium</i> "Mini Cascade"	Lavender	Compact, mounding habit, very floriferous, heat tolerant
2. <i>Utricularia</i> "Flasher" "Life Compact" Cascade"	<i>Hy Petalagonium</i> "Life Compact Cascade"	Urac	Vigorous, trailing, mounding habit, moderate heat tolerant
3. <i>Victoria Blue</i> "Sally"	<i>Salvia splendens</i> "Victoria Blue"	Blue	Extra Early, dwarf, compact, blooms well until frost, 12" height
4. <i>Victoria White</i> "Sally"	<i>Salvia splendens</i> "Victoria White"	White	Extra Early, dwarf, compact, blooms well until frost, 18" height
5. <i>Cockleby Daisy</i>	<i>Argyranthemum frutescens</i> "Cockleby"	Pink	Very compact - early flowering, light tender habit
6. <i>Geranium</i> "Tornado White"	<i>Petalagonium petatum</i> "Tornado White"	White	Early flowering, very compact, naturally branching
7. <i>Geranium</i> "Tornado Fuschia"	<i>Petalagonium petatum</i> "Tornado Fuschia"	Fuschia	Early flowering, very compact, naturally branching
8. <i>Geranium</i> "Tornado Pink"	<i>Petalagonium petatum</i> "Tornado Pink"	Pink	Early flowering, very compact, naturally branching
9. <i>Petunia</i> "Bravo Pink"	<i>Petunia x hybrida</i> - grandiflora "Bravo Pink"	Pink	Early blooming, consistent blooming, uniformly compact and non stretching
10. <i>Petunia</i> "Bravo Blue"	<i>Petunia x hybrida</i> - grandiflora "Bravo Blue"	Blue	Early blooming, consistent blooming, uniformly compact and non stretching
11. <i>Petunia</i> "Bravo White"	<i>Petunia x hybrida</i> - grandiflora "Bravo"	White	Early blooming, consistent blooming, uniformly compact and non stretching
12. <i>Petunia</i> "Celebrity White"	<i>Petunia x hybrida</i> - multiflora "Celebrity White"	White	Early blooming, consistent blooming, uniformly compact and non stretching
13. <i>Salvia</i> "Red Hot Sally"	<i>Salvia splendens</i> - frutescens "Red Hot"	Red	Large flower, heat tolerant, compact early flowering
14. <i>Impatiens</i> "Sun Devil Orange"	<i>Impatiens walleriana</i> hybrida "Sun Devil Orange"	Orange	Upright-bushy habit 10" tall 14" wide, heat and drought tolerant
15. <i>Impatiens</i> "Sun Devil White"	<i>Impatiens walleriana</i> hybrida "Sun Devil White"	White	Tight uniform habit and plant vigor- early flowering and big blooms
16. <i>Impatiens</i> "Super Elin Blue Pearl"	<i>Impatiens walleriana</i> hybrida "Super Elin Blue Pearl"	Blue Pearl	Tight uniform habit and plant vigor- early flowering and big blooms
17. <i>Impatiens</i> "Super Elin Lt Pink"	<i>Impatiens walleriana</i> hybrida "Super Elin Lt Pink"	Lt. Pink	Tight uniform habit and plant vigor- early flowering and big blooms
18. <i>Impatiens</i> "Super Elin Lipstick"	<i>Impatiens walleriana</i> hybrida "Super Elin Lipstick"	Lipstick	Tight uniform habit and plant vigor- early flowering and big blooms
19. <i>Impatiens</i> "Super Elin Pink"	<i>Impatiens walleriana</i> hybrida "Super Elin Pink"	Pink	Tight uniform habit and plant vigor- early flowering and big blooms

RESOLUTION NO. 5860-26

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

[1] That the City of Fairhope approves the annual procurement of Tulip Bulbs, Paperwhites, Daffodils, Poinsettias, and other fall and winter flowers for FY2027 for the Landscaping Department to Billy Harris and Associates with an estimated cost of \$16,023.00 plus shipping and additional tariffs; and to Ruigrok Flowerbulbs with an estimated cost of \$36,381.38 plus shipping and additional tariffs. The cost will be included in the proposed FY2027 Budget. This procurement is allowed pursuant to Resolution No. 1650-10 adopted May 24, 2010 that declares flowers as Unique "Like Items" and the extension of this categorization to include any cultivated varieties, differentiated by scientific name.

ADOPTED ON THIS 13TH DAY OF JULY, 2026


James Reid Conyers, Jr.
Council President

Attest:


Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1196

FROM:	Jeff Montgomery, IT Director
SUBJECT:	The Director of Information Technology, Jeff Montgomery, is requesting to hire a qualified contractor for the installation of new OS2 single-mode fiber optic cable to replace an existing multimode fiber connection between the Fairhope Museum and the Fairhope Civic Center.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-047-2026-ITO-050 Single Mode Fiber Installation Fairhope Museum to Fairhope Civic Center to Unity Fiber GulfCo., LLC with a bid proposal not-to-exceed \$38,500.00.

BACKGROUND INFORMATION:

A service bid was issued on July 31, 2026, posted to the City of Fairhope's website, and published in Gulf Coast Media. Two (2) responsive bids were received at the bid opening on September 2, 2026 at 10:30 a.m.

The Director of Information Technology recommends the award be made to Unity Fiber GulfCo., LLC. Their low bid price was as follows:

Lump Sum Price (Base Bid) (DF Qty : 12): \$35,000.00

10% Contingency: \$3,500.00

Total Lump Sum Price plus 10% Contingency is not-to-exceed Thirty-Eight Thousand Five Hundred Dollars (\$38,500.00).

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>
001160-50475	IT - Capital Improvements	\$38,500.00	\$38,500.00	\$0.00

Project No.: 2026IT0050

Expense included in FY2027 Proposed 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 set up Project No.: 2026IT0050 in Project Ledger with corresponding budget.

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. 26-047-2026-ITO-050) for Single Mode Fiber Installation Fairhope Museum to Fairhope Civic Center for the City of Fairhope Information Technology Department.

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

Please see attached Bid Tabulation for
(Bid No. 26-047-2026-ITO-050)
Single Mode Fiber Installation Fairhope Museum to Fairhope Civic Center

[3] After evaluating the bid proposals with the required bid specifications, Unity Fiber GulfCo., LLC is now awarded (Bid No. 26-047-2026-ITO-050) Single Mode Fiber Installation Fairhope Museum to Fairhope Civic Center for the City of Fairhope Information Technology Department with a bid proposal not-to-exceed \$38,500.00.

ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

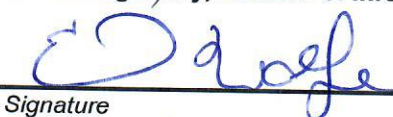
James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation**Bid 26-047-2026-ITO-050 Single-Mode Fiber Installation****Opened September 2nd, 2026 at 10:30 A.M.**

Vendor	Covington Contracting, Inc.	Unity Fiber GulfCo., LLC
Bid Documents Signed / Notarized (Y/N)	Y	Y
Bid Bond (Y/N)	N/A	N/A
Addendum I, II (Y/N)	Y	Y
BASE BID	Lump Sum Cost	Lump Sum Cost
Single -Mode Fiber Installation Lump Sum Price	\$79,000.00	DF Qty 12 NRC \$35,000 DF Qty 24 NRC \$42,500 DF Qty 48 NRC \$50,000
10% Contingency	\$7,900.00	DF Qty 12 NRC \$3,500 DF Qty 24 NRC \$4,250 DF Qty 48 NRC \$5,000
Total Lump Sum Price (Lump Sum Price plus 10% Contingency)	\$86,900.00	DF Qty 12 NRC \$38,500

Recommendation:*To the best of my knowledge this is an accurate Bid Tabulation*
Signature**Jeff Montgomery, Director of Information Technology**
Signature**Erin Wolfe, Procurement & Contracts Manager**



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM**

Requestor: Jeff Montgomery **Department:** Information Technology

Project Name: Fairhope Museum to Civic Center Fiber Replacement Project

Project Description: Install new single-mode fiber optic cable to replace existing multimode fiber between the Fairhope Museum and Civic Center. Route exits east side of Museum, runs north on Bancroft, west on Pine Street, and enters Civic Center on south side. Includes 12-strand OS2 fiber, LC terminations, wall-mounted enclosures, testing, and restoration.

Project Category: X Bid Professional Service Other:

Budget Amount: \$80,000 (Estimated) **Budget Code:** 001160-50300

Budgeted for Current FY: X Yes No **Project Number:** 2026-ITO 050

\$46K is available in the FY2026 Budget

BID INFORMATION

Bid Duration: 30 Days **Project Duration:** 60-90 Days

Engineer of Record: Not Required

Pre-Bid Meeting: No X Yes Mandatory X Non-Mandatory

Scope of Work Provided By: City of Fairhope IT Department **Contract Extensions:** X No Yes

Project Manager: Jeff Montgomery

Insurance Requirements: X Minimum Maximum

Bonds: X Bid X Performance X Labor & Materials

Related Bids/RF's None

FORCE ACCOUNT INFORMATION

Force Account Project: X No Yes **Estimated Amount:** **Budget Code:**

Notes: Underground installation required. Contractor to coordinate locates, restoration, and deliver test results and as-builts. LC UPC connectors required in wall-mounted enclosures.

SIGNATURES

Requestor: Jeff Montgomery **Senior Accountant:** Suzanne Doughty 04/21/26

City Treasurer: Kimberly Casach **Mayor:** Sherry Sullivan
Sherry Sullivan (Jul 17, 2026 08:58:02 CDT)

PRF - Fiber Replacement

Final Audit Report

2026-07-17

Created:	2026-07-16
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZzh3qj1vi2Aj7xDJ7fry0LajMg55LpUg

"PRF - Fiber Replacement" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-07-16 - 2:51:34 PM GMT
-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2026-07-16 - 2:51:55 PM GMT
-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2026-07-16 - 2:52:05 PM GMT
-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2026-07-16 - 3:13:47 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2026-07-16 - 3:13:48 PM GMT
-  Email viewed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
2026-07-16 - 3:13:56 PM GMT
-  Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2026-07-16 - 11:36:53 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-07-16 - 11:36:56 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-07-16 - 11:37:00 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-07-17 - 1:58:02 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-07-17 - 1:58:02 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1184

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 Motors and Controls for the Key Allegra Lift Station.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

To approve the award of the Request for Quotes for Labor and Materials for the Motors and Controls for the Key Allegra Lift Station to Morrow Water Technologies, Inc. for a project cost not-to-exceed \$37,886.00. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out.

BACKGROUND INFORMATION:

The Superintendent of Water/Wastewater, Daryl Morefield, is requesting to approve the award of the Request for Quotes for Labor and Materials for the Motors and Controls for the Key Allegra Lift Station. 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 Morrow Water Technologies, Inc. The Superintendent of Water/Wastewater requests approval to award the Request for Quote to Morrow Water Technologies, Inc. for the not-to-exceed cost of Thirty-Seven Thousand Eight hundred Eighty-Six Dollars (\$37,886.00).

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004020-59501-10	Wastewater - Lift Station Upgrades	\$245,495.40	\$37,886.00	\$207,609.40

Project No.: 2026SEW024

General Lift Station Upgrades FY26 Budget of \$800,000.00. List of projects expensed to date attached.

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 Project No. 2026SEW024-CONS in Project Ledger with a budget of \$37,886.00.

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, That the City of Fairhope approves the award of the Request for Quotes for Labor and Materials for the Motors and Controls at the Key Allegra Lift Station to Morrow Water Technologies, Inc. for a not-to-exceed project cost of \$37,886.00. This Public Works project will be less than \$100,000.00, and therefore does not need to be formally bid out.

DULY ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Equipment Scope of Supply

TO: Bidding Contractor
PROJECT: Fairhope AL Key Allegra LS Upgrade

Submitted by: _____

Bid Date: August 20th, 2026

Sam Howard
Morrow Water Technologies
Cell: (251)654-3252
showard@morrowwater.com

Morrow Water Technologies, Inc. (MWT) is pleased to offer the Scope of Supply for the above-mentioned project. Our Scope covers the equipment as stated below.

SCOPE

Fairhope Key Allegri LS Rehab

1. Pumps:

- Ebara 100DKEBU46182.1001 Submersible Pumps – Qty. 2
 - o 230V 3PH
 - o 25HP Standard Motor
 - o 10.94” impeller
 - o 4” Horizontal Discharge
 - o Flygt Sealing Flange Adaptors
 - o 50’ power cords

2. Control Panel Upgrades:

- Components:
 - o AF80N3-30-11-13 ABB NEMA 3 size contactor – qty. 2
 - o TF96-78 ABB overload relay 65-78A– qty. 2
 - o XT1NU3110AFF000XXX ABB 110A CB – qty. 2
 - o KXT1CU-6PC ABB lug kit for above – qty. 2
- Field Labor:
 - o Remove existing components
 - o Install new components
 - o Make sure panel is operable



Clarifications/Exceptions:

- Integration not included.
- Freight included.
- Start up & training included.
- Must verify pump hatch dimensions prior to ordering pumps to ensure fitment.

Total Price for Scope Above: \$37,886.00

Taxes not included

SHIPPING/DELIVERY

FOB: Freight Best Way - Allowed

Delivery: 6-8 weeks ARO

Quote Validity: 30 days

Terms: Net 30 days, see standard TOC's (attached)

Note: No sales or use tax included where applicable

Accepted By:_____

X

Sam Howard
Sales Engineer - Morrow Water Technologies

Submitted By:



MORROW WATER TECHNOLOGIES, INC.

TERMS AND CONDITIONS

1. PRICING: All quoted prices are based on costs of capital equipment, materials, labor rates, tariff rates, duties, government charges, and trade regulations as of the date of the quote and may change prior to the approval by Buyer. Seller reserves the right to adjust the selling price to reflect any increase in these costs prior to the acceptance of this quotation by the Buyer. In the event that shipment is delayed by the Buyer or for any other reason beyond the control of the Seller beyond the stated date of shipment hereon, price will be based on prices in effect at the time of shipment, including storage and material handling costs. In no event shall the adjusted price be less than the original order price, including change orders. When price includes transportation or other charges pertaining to the shipment of goods, any increase in transportation rates and other charges will be paid by the Buyer. There will also be extra charges for any test other than that which would normally be performed by the Seller, or any test performed to suit the convenience of the Buyer. Any applicable tariffs, duties or sale, use, excise, value-added or other similar taxes will be added to the price or invoiced separately.

2. DELIVERY: Unless specified otherwise on the face of this Quotation, quoted shipping terms are FOB shipping point, insured freight collect. Shipping method will be as specified by Buyer. If shipping method is not specified Seller will use the best available shipping method. Any items purchased under this Quotation will be shipped upon the earlier of availability or the stated delivery date. Title to the goods and risk of loss or damage shall pass to the Buyer according to the terms of this Quotation except that a security interest in any products and proceeds and any replacement shall remain in Seller, regardless of mode of attachment to realty or other property, until the full price has been paid in cash. Storage of any items shall be at the option of the Seller as follows:

0-14 days: included in the base Quotation.

15-30 days: 1% of Quotation amount per week

31-120 days: 2% of Quotation amount per week

120+ days: 3% of Quotation amount per week.

Seller Reserves the right to invoice Buyer for any items stored on Buyer's behalf.

3. WARRANTY: Unless stated otherwise on the face of this Quotation, Seller warrants that any product or service provided under this Quotation conforms to the specifications set forth in the Quotation and is free from defects in material and workmanship. Seller's obligation to repair or replace shall be in effect for a period of twelve (12) months from initial operation but not more than eighteen (18) months from the Seller's delivery of the product or service ("Warranty Period"), provided that the Buyer has sent written notice to Seller within the Warranty Period that the product or service does not conform to the above warranty. Warranty is limited to the purchase price paid for the individual product or service. This warranty shall not apply to any defects caused by or induced by damage from unreasonable use or installation (fire, accident, misuse, negligence, rust, corrosion, or faulty wiring), use, maintenance or installation not in compliance with written instructions provided by Seller or manufacturer, defects occurring because of modifications or repairs to the product or service due to improper storage or handling, any deficiency attributable to normal wear and tear, or cosmetic issues not materially affecting normal operation. This warranty does not apply to goods or parts delivered by the Seller but manufactured by others. Separate original equipment manufacturer warranties may apply to goods or parts sold or installed under this Quotation.

4. TITLE: Title to equipment specified herein, and to any and all additions and accessories thereto and substitutions therefor, shall remain in Seller until the purchase price thereof is paid in full.

5. COMPLIANCE WITH LAWS: Purchaser shall be solely responsible for securing any necessary permits under and for compliance with all safety, health and sanitation laws, ordinances and regulations in connection with the installation and operation of the equipment.



6. DISCLAIMER OF CONSEQUENTIAL DAMAGES, LIQUIDATED DAMAGES OR PENALTIES (Excusable Delays): Seller shall not be liable for consequential damages. Consequential damages for the purpose of this agreement shall include but not be limited to, loss of use, income or profit, or loss of or damage to property (including, but without limitation, products manufactured, processed or transported by the use of the equipment) occasioned by or arising out of the operation, use, installation, repair or replacement of the equipment or otherwise. Seller shall not be liable for any penalty or liquidated damages based upon or relating to failure or Inability to ship within a specified time.

(a) Seller shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Seller. Examples of these causes are (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Seller. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor, distributor, or manufacturer to perform or make progress, and if the cause of the failure was beyond the control of both the Seller and subcontractor, distributor or manufacturer, and without the fault or negligence of any, the Seller shall not be deemed to be in default, - unless- (1) The subcontracted supplies or services were obtainable from other sources; (2) The Buyer ordered the Seller in writing to purchase these supplies or services from the other source; and (3) The Seller failed to comply reasonably with this order.

7. FORCE MAJEURE: Seller shall make delivery in accordance with the terms of this Quotation or within a reasonable time in the absence of any commitment, but Seller shall not be liable for delays or defaults in delivery caused by floods, fires, storms, or other acts of God, by plague or pandemic, by war or public enemy (or civil disturbance), strikes, lockouts, shortages of labor or materials and supplies (including fuel) or production facilities, by transportation service or equipment or component shortages or failures, action of or order by any governmental authority or conditions beyond Seller's reasonable control.

8. APPLICABLE LAW: This Quotation shall be governed by and construed by the laws of the State of Alabama.

9. STATUTE OF LIMITATIONS: To the extent permitted by law, any lawsuit for breach of contract, including breach of warranty, arising out of the transactions covered by this Quotation must be commenced not later than twelve (12) months from the date of cause of such action accrued.

10. INDEMNIFICATION: The safe application and use of any equipment purchased under this Quotation is the sole responsibility of the Buyer. Buyer shall indemnify, defend and hold Seller harmless from any and all liability, loss, damages or expenses, including attorney fees, resulting from any alleged defect in the design or specification of any goods purchased by Buyer according to Buyer's plans, specifications, drawings or samples.

11. LIMITATION OF LIABILITY: IN NO EVENT WILL SELLER BE LIABLE TO BUYER FOR SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF PROFITS, REVENUES, OR GOODWILL, ARISING OUT OF OR RELATING TO THIS QUOTATION, WHETHER SUCH CLAIM IS BASED UPON CONTRACT, BREACH OF WARRENTY, TORT OR OTHER THEORY OF LAW, EVEN IF SELLER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY ARISING OUT OF OR RELATING TO THE QUOTATION WILL NOT EXCEED THE SUMS PAID OR PAYABLE TO SELLER HEREUNDER.

12. TERMS OF PAYMENT: Full payment is due in United States Dollars according to the terms on the face of this invoice. In the event of default of payment when due, Buyer shall pay all costs of collection including carrying charges of 1.5% per month (18% per annum), court costs, attorney fees and any other costs necessary to collect payment. The Buyer shall notify the Seller of any invoice disputes within three (3) days of the receipt of such invoice, specifying the reason(s) for disputing the invoice and providing all evidence as may be reasonably necessary to verify the disputed invoice. The Buyer shall pay all amounts not disputed according to the terms set out on this invoice. Seller does not accept the risk of Buyer's receipt of payments from any source, and in no event will payments to Seller be contingent upon or subject to the Buyer's receipt of payment.



13. PAYMENT TERMS FOR SPECIAL ORDERS: All barges, skids, and orders greater than \$100,000 require the following payment terms:

- 1) Approved Drawings: 30% of Quotation Price
- 2) Purchase of materials: 20% of quotation Price for a total of 50%.
- 3) Shipment: Remaining balance (50% of Quotation Price) net 30 days.

14. TAXES: In addition to the indicated price, Buyer agrees to pay or reimburse Seller for any and all taxes, license, inspection fees, customs duties and/or similar charges imposed upon any sale or delivery required by the governmental jurisdiction applicable and resulting from any contract arising from this Quotation.

15. DESIGN: This Quotation is based upon plans, specifications, drawings and samples which have been provided by or approved by the Buyer and are incorporated herein by reference. These plans, specifications, drawings and samples shall not be modified or altered except upon the express written consent of both parties. Buyer shall be responsible for any additional charges, including charges for any additional drawings or samples.

16. CANCELLATION AND DEFERRED DELIVERY: Cancellation of an accepted order or Quotation, or any waiver or modification of its terms or conditions, will not be binding upon Seller unless made in writing by Buyer and signed by an authorized representative. Buyer agrees to be responsible for cancelation charges which may result from any modification or cancellation of any order, including but not limited according to the extent of fulfillment or completion as follows:

- 1) Drawings or Engineering submittals by Seller completed: 5% of Quotation price.
- 2) Drawings approved or released by Buyer: 15% of Quotation price.
- 3) Materials ordered: 100% of Quotation price.
- 4) Any fabrication or modification commences: 100% of Quotation price.
- 5) Ready for shipment: 100% of Quotation price.

17. CONTRACTS: Orders resulting from quotations become contracts only upon issuance of our formal acknowledgement. If we make any stenographic or clerical error, same shall be subject to correction. The provisions of these standard conditions of sale shall take precedence over any conditions that may appear on the purchaser's order unless we otherwise expressly agree in writing. No attempts to modify any contract shall be binding on us unless such modification is made in writing and signed by us.

18. MISCELLANEOUS:

- 1) These terms and conditions are binding upon and for the benefit of the parties, their successors and assign.
- 2) Failure to enforce any provision of these Standard Terms and Conditions shall not constitute a waiver of any term hereof.
- 3) Buyer is herein notified that Seller considers these Standard Terms and Conditions and any additional items listed on the face of this Quotation to be included as an addition to any purchase order subsequently placed by the customer based upon this Quotation. This Quotation and all Standard Terms and Conditions it contains are a part of any notice of acceptance of a purchase order issued to Seller resulting from this Quotation.
- 4) Where these Standard Terms and Conditions conflict with any general terms and conditions listed on any purchase order resulting from this Quotation, Seller hereby makes its acceptance of the purchase order conditional upon the Buyer's acceptance of all Standard Terms and Conditions in this Quotation and agreement that they supersede any conflicting conditions of the purchase order.
- 5) Seller may assign its rights and obligations under this Quotation or these Standard Terms and Conditions to an affiliate without the consent of the Buyer.



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: Daryl Morefield

Date: 8/28/2026

Department: Wastewater 004020

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>Morrow</u>	\$ <u>37,886.00</u>
2. <u>Sheppard</u>	\$ <u>53,492.19</u>
3. <u>J.H. Wright</u>	\$ <u>41,726.00</u>

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

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Motors & Controls for Key Allegra L.S.
2. What is the total cost of the item or service? \$37,886.00
3. How many do you need? 1
4. Item or Service Is: ☒ New ☐ Used ☐ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): Morrow
6. Vendor Number: 7253
7. 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? \$350,000.00
3. Budget code: 004020-50365-10

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



Customer:	City of Fairhope	JHW Quote #	AP0826-009
Contact:	Roscoe Safley	Project:	Key Allegra LS
Phone:	251-331-4418	Subject:	Wilo Pump Replacement
Email:	roscoe.safley@fairhopeal.gov	Quote Date:	8/13/2026
Submitted By:	Alec Parliament	Quote Valid Thru:	9/12/2026
	205.962.3367		

Qty	Description
	JHW Submersible Pump Equipment Comprising of:
2	Wilo FA10.65E w/ Motor T20.2M-4/22KEx Submersible Sewage Pump, 23.47HP, 230V/3PH, 1770 RPM, Air-Cooled Motor, 10.04" Impeller Trim, 4" Discharge, Combo Relays and 40' Cords
2	4" Flygt Moveable Adpaters
2	Sets of Panel Parts to be replaced Relays, Overloads and Breakers etc.
1	JHW Certified Start-Up and Install
	Note - Wilo's Standard Warranty Applies
	Note - Freight is included in the pricing
	Total Selling Price: \$ 41,726.00

Delivery: 4-6 Weeks ARO, TBD on Service Team Availability
Terms: Net 30
Freight: Allowed / Delivered
FOB: Destination

The Undersigned agrees to and has the authority to bind purchaser to the terms and conditions (www.jhwright.com/tc) and equipment above.

Signature: _____

Date: _____

Page 1 of 4



Customer:	City of Fairhope	JHW Quote #	AP0826-009
Contact:	Roscoe Safley	Project:	Key Allegra LS
Phone:	251-331-4418	Subject:	Wilo Pump Replacement
Email:	roscoe.safley@fairhopeal.gov	Quote Date:	8/13/2026
Submitted By:	Alec Parliament	Quote Valid Thru:	9/12/2026
	205.962.3367		

Please note: Due to rapidly changing market conditions, J.H. Wright & Associates will only be able to honor the quoted prices for 30 days after the initial proposal. Any order received beyond this time frame “may” need to be requested, and we reserve the right to modify pricing to meet the current market conditions. This does not mean that prices will automatically change, but due to the current situation regarding tariffs, we can no longer absorb all of the increases being imposed. We certainly appreciate your continued confidence in J.H. Wright & Associates and

1. Under no circumstances are "Retainage Fees" allowed.
2. All material is subject to the design engineer's final approval of submittals.
3. Our prices do not include any Federal, State or Local sales taxes.
4. All quotations are for material only and do not include any labor or installation unless otherwise noted.
5. Manufacturer's standard warranty applies to all products.
6. Should the services of a collection agency, attorney, or other legal service become necessary for collection, purchaser shall assume responsibility for all expenses accrued in the collection process.
7. Any material held at JHW's warehouse will be invoiced based on customer's original required date and payment is due per the terms described in "Credit Terms" above.

Sales tax to be added unless customer provides JHW appropriate sales tax exemption documentation.



**EXCLUSION OF WARRANTIES AND STANDARD TERMS & CONDITIONS OF SALE AND
QUOTATIONS IMPOSED BY J.H. WRIGHT & ASSOCIATES ("SELLER")**

QUOTATIONS:

A. This offer to sell is expressly conditioned on Purchaser's acceptance of all the terms and conditions hereof, which shall take precedence over any inconsistent, contradictory or additional terms and conditions contained in any request for quotation, purchase order or other document furnished by Purchaser in connection with this transaction, whether such documents are exchanged simultaneously with this offer, prior to, or subsequent thereto, and Purchaser's acceptance and receipt of the goods shipped hereunder shall constitute acceptance of such terms and conditions contained herein. Seller shall not be deemed to have accepted any terms or conditions contained in any request for quotation, purchase order, or other document furnished by Purchaser in connection with this offer which are additional to or different from the terms and conditions contained herein. Any contract formed as a result of an exchange of documents between Seller and Purchaser shall consist solely of all the terms and conditions in this document and shall not consist of any other terms or conditions, and any such contract shall be governed by law of the State of Alabama.

B. All quotations by Seller are void 30 days after issuance unless otherwise stated. Stenographic and clerical errors in Seller's quotation are subject to correction.

C. All materials in quotation by Seller are contingent upon the utility/engineer's final approval of submittals.

D. Unless explicitly stated otherwise, all quotations provided by Seller are solely for the cost of materials and do not encompass any labor or installation charges.

E. All quotations by Seller are subject to acceptance by the manufacturer of the equipment involved and credit approval by both Seller and the manufacturer.

F. Retainage fees are expressly prohibited and will not be permitted in any situation.

G. Billing for "stored materials": JHW reserves the right to invoice for stored materials based upon the original "required" date and payment.

SALES:

A. Seller shall have, and the Purchaser hereby grants, a security interest and lien on all goods sold by Seller to Purchaser as security for payment of the invoice price and upon request. Purchaser shall provide an executed financing statement showing such security interest and lien. Seller shall have all rights under the Alabama Uniform Commercial Code.

B. Unless otherwise stated, payment terms are net 30 days from shipment. Overdue invoices shall be subject to 1½% per month service charge. 1½% per month (18% annually) or, alternatively, at the maximum commercial rate allowable under governing state law at the time the charges are incurred. All costs of Seller, including but not limited to all court costs and attorney fees, resulting from collection efforts will be added to the invoice total.

C. All sales, use or excise taxes are excluded from Seller's quoted prices and are to be paid by the Purchaser. Seller is authorized to collect sales taxes only in the States of Alabama, Florida, Mississippi, and Louisiana and Purchaser shall provide if applicable, acceptable certification that it is exempt from such taxes, and in all other jurisdictions, Purchaser shall reimburse the proper tax authorities.

D. Upon acceptance by Purchaser, orders cannot be cancelled without the written consent of Seller and then only upon the payment of reasonable and proper cancellation charges (which shall be based upon Seller's costs incurred and lost profits).

LIMITS ON LIABILITY:

A. SELLER, NOT BEING THE MANUFACTURER OF THE EQUIPMENT, MAKES NO EXPRESS OR IMPLIES WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR ANY REPRESENTATION WITH RESPECT TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE; THE DESIGN OR CONDITION OF THE EQUIPMENT; THE QUALITY OR CAPACITY OF THE EQUIPMENT; THE WORKMANSHIP IN THE EQUIPMENT; COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING THERETO; PATENT INFRINGEMENT; OR LATENT DEFECTS. Any warranties on the equipment quoted herein are provided by the manufacturer of the equipment. In general, equipment manufacturers give the following warranties:

- 1) The equipment is free from defects in material and workmanship for one year from placement in service or eighteen months from shipment.
- 2) Liability is limited to the cost of defective parts replaced during regular business hours at the manufacturer's facility – no freight charges, incidental damage, loss of profits, or other incidental damage, loss of profits, or other incidental or contingent costs and damages are included and in no event is liability to exceed the cost of the equipment involved.
- 3) No warranties are made as to fitness for a particular service, merchantability, or corrosion or erosion resistance of any material. No warranties apply to abused or neglected equipment.
- 4) The Buyer hereby acknowledges and agrees, though free from defects in material and workmanship at the time of shipment, that the useful life of goods sold by Seller will vary depending upon the Buyer's frequency of use, application and other factors, with regard to such goods. In that respect, notwithstanding any other provision to the contrary, the Seller specifically does not warrant the useful life of any product BECAUSE SPECIFIC MANUFACTURER'S WARRANTIES MAY VARY, IT IS THE RESPONSIBILITY OF THE PURCHASER TO VERIFY THE APPLICABLE WARRANTY FOR SPECIFIC EQUIPMENT; on request, Seller will provide the Purchaser with the specific warranties of the manufacturer of the equipment.

DELIVERY OF MATERIALS:

A. Quoted shipment times are approximate, and while Seller will make every effort to have shipment made within the quoted time, Seller cannot be responsible for failure of its suppliers to perform or for acts or events beyond Seller's control. In no event shall Seller's quoted shipment dates be construed as falling within the meaning of "time is of the essence," and Seller shall not be liable for any incidental damage, loss of profits, or their consequential damages as a result of delay in shipment or for any other reason.

B. If materials are to be delivered by Seller, the delivery site must be accessible and traversable by Seller's delivery truck. Accessibility shall be determined solely by Seller's delivery driver. In the event that the delivery site is inaccessible or untraversable, Buyer agrees to furnish, at its own costs, all work, labor and/or equipment necessary to have the materials delivered to the delivery site. In the event delivery is demanded over the driver's objection, Buyer agrees to pay all costs incurred in the removal of said delivery vehicle from the delivery site.

(continued on next page)

**EXCLUSION OF WARRANTIES AND STANDARD TERMS & CONDITIONS OF SALE AND
QUOTATIONS IMPOSED BY J.H. WRIGHT & ASSOCIATES ("SELLER")**

C. It is Buyer's responsibility to unload materials at the delivery site. If Seller's delivery driver assists Buyer, Buyer agrees that such employee is acting solely at the instruction of the buyer and buyer agrees to hold Seller harmless and indemnify Seller for any and all damage and liabilities incurred as a result of such use and control of Seller's personnel.

D. Buyer hereby authorizes Seller to deliver materials to the delivery site and agrees to have an agent present to accept delivery of the materials. Buyer hereby authorizes anyone present at the delivery site to accept delivery of the materials. However, in the event that no agent is present and unless otherwise agreed in writing, Buyer authorizes Seller to leave the materials and delivery ticket at the delivery site even when no one is present at the delivery site. Buyer agrees that upon delivery of the materials as provided to herein, the materials become the sole responsibility of the Buyer and all risks of loss and liability transfer to Buyer.

E. Buyer agrees to inspect the materials immediately upon delivery to the delivery site and prior to using or incorporating the materials into any project. Notice of rejection of materials and/or of any alleged nonconformity of defect (collectively "nonconformity") of the materials must be made in writing and delivered to Seller within 24 hours of delivery of the materials. Such notice must state the basis of the rejection and/or any alleged nonconformity of the materials, and also must describe with particularity and portion of the shipment that is alleged to be nonconforming and/or is being rejected. Seller shall have the right to make an on-site inspection of any such materials. Unless Buyer timely gives such notice, Buyer will be deemed to have accepted the materials and agreed that they are without any nonconformity.

INTEGRATION AND MODIFICATION:

A. The terms of this CREDIT AGREEMENT are intended by the parties as the final expression of their agreement with respect to its terms and the CREDIT AGREEMENT is intended to be a complete and exclusive statement of its terms.

B. This CREDIT AGREEMENT may be modified or rescinded only by a writing signed by both of parties or their duly authorized agents.

C. In the event the terms as stated herein differ in whole or in part from those on an invoice or purchase order, then the parties agree the terms herein shall control.

D. Buyer's addition to or variance of the terms herein shall be deemed a counteroffer and of no effect unless accepted and initialed by Seller in writing.

ASSIGNMENT:

No rights of Buyer hereunder or arising out of any sale may be assigned without the express written consent of Seller, which consent shall not be unreasonably withheld. Buyer agrees that no assignment of rights will release Buyer from its obligations under the CREDIT AGREEMENT, unless such a release is expressly stated in Seller's written consent.

CHOICE OF LAW AND VENUE:

The parties agree that the law of the State of Alabama shall govern all disputes arising out of this CREDIT AGREEMENT or any order pursuant thereto except to the extent that Seller's lien rights are governed by other law. The parties mutually agree that any litigation necessary to enforce a party's rights under and pursuant to this CREDIT AGREEMENT may be instituted only in the Circuit Court or District Court of Baldwin County, Alabama or in the United States Federal District Court for the Southern District of Alabama located in Mobile, Alabama, both of which are acknowledged to be the principal place of business of J.H. Wright and Associates and the location where this agreement is consummated and executed. The customer specifically waives and relinquishes any claim to an alternative venue or forum and specifically waives and disclaims any right to challenge the venue or jurisdiction of the aforesaid courts to hear and determine any dispute by and between the parties.

ELECTRONIC DATA EXCHANGE:

The parties may execute a Order Acknowledgement by transmitting and receiving the data contained in the Order Acknowledgement electronically rather than in paper form. To provide the legal validity and enforceability of such Order Acknowledgement, the parties further agree that the data transmitted herein will be considered "in writing" and to have been "signed." The parties agree not to contest the validity or enforceability of an Order Acknowledgement because of the electronic origination, transmission, storage or handling of such Order Acknowledgement. Any computer printout of the data contained in the Order Acknowledgement will be considered an "original when maintained in the ordinary course of business and will be admissible as between the parties to the same extent and under the same conditions as other business records maintained in documentary form. The parties agree to properly use those security procedures which are reasonably sufficient to ensure that a transmission of the data contained in a Order Acknowledgement is authorized and to protect its business records and data from improper sources.

I have read and fully understand the above terms and conditions.

Signature

Date



3460 Hurricane Bay Drive
Theodore, AL 36582
Phone: (251) 443-0700
Website: www.sheppardsvs.com

Customer ID

10052

Attn

Quote Date

8/17/2026

cc

Quote**Quote Number**

FRQ3371

Customer Information

City of Fairhope
P.O. Box 429
Fairhope, AL 36533

Ship To Information

City of Fairhope
451 Pecan Ave.
FAIRHOPE, AL 36532

Quote By: Everett Alexander**PO #:****RFQ #:****Salesperson:** Michael Sims**Phone:** (251) 928-2136 x**Fax:****Terms:** Net 30**Nameplate Information**

ID FM3951

Quote Information**Reason Sent For Repair:** Send (1) Foreman and (1) Electrician to remove and install 2 new pumps, contactor, breaker, overload, and starters.

Required Work: Travel to the job site.
Perform LO/TO procedures in the working area.
Remove the two old pumps from the lift station.
Remove the old contactor, breaker, overload, and starters from the pannel.
Install new contactor, overload, breaker, and starters in the pannel.
Install the new Fylgt guiderail adapters on the two new pumps.
Install the two new pumps.
Remove LO/TO procedures from the working area.
Conduct test run to ensure proper functionality.
Return to the shop.

Labor**Unit Price****Ext Price**

Total for Labor : 3,615.00

Material**Unit Price****Ext Price**

Total for Material : 53,492.19

Quotes Do Not Include Sales Tax or Freight, Unless Otherwise Noted.**We Are not Responsible For Items Left Over 60 Days.****QUOTE IS****VALID FOR 30 DAYS, unless otherwise noted.**

Subtotal : 57,107.19

Lead Time

Tax : 0.00

Total for Quote FRQ3371 : 57,107.19

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

Ship Via: Our Truck

Our Tax ID: 84-4405777

Your Tax ID:

Taxable Material

Taxable Labor

Sales Tax Code 1: No Tax - Alabama

FY26 Budget		\$	800,000.00
	Transferred to ByPass Pumps		
2025PUS014	Installation Project	\$	(289,595.60)
2026SEW007	Dog House Odor Scrubber	\$	(22,500.00)
2026SEW014	Twin Beech	\$	(33,800.00)
2026SEW010	Lakewood Well Lining	\$	(18,931.00)
2026SEW008	Yacht Club	\$	(64,873.00)
2026SEW017	Publix	\$	(33,800.00)
2026SEW019	Gayfer Park Wet Well	\$	(17,605.00)
2026SEW021	Harvest Green	\$	(8,500.00)
2026SEW022	Meadowbrook	\$	(6,500.00)
2026SEW023	Woodlands	\$	(5,500.00)
2026SEW013	Mershon Lateral	\$	(26,500.00)
2026SEW025	Quail Creek L.S. Drive	\$	(26,400.00)
	Available Budget to Date	\$	<u>245,495.40</u>



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1188

FROM:	Noel Berry, Utilities Engineer
	Daryl Morefield, Water Superintendent
SUBJECT:	The Utilities Engineer, Noel Berry and the Water/Wastewater Superintendent, Daryl Morefield, have requested to procure a qualified contractor to provide all materials, equipment, labor and incidentals for the Gayfer Park Lift Station Upgrade. Authorize Treasurer to transfer \$5,537.60 from Lift Station Maintenance to Lift Station Improvements in FY2026 Budget.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

To approve the award of Bid No. 26-044-2026-SEW-012 Gayfer Park Lift Station Upgrade to Underground, Inc. for a not-to-exceed amount of \$213,147.00. Authorize Treasurer to transfer \$5,537.60 from Lift Station Maintenance to Lift Station Improvements in FY2026 Budget.

BACKGROUND INFORMATION:

A bid was issued on July 22, 2026, posted to the City of Fairhope's website, and published in the Gulf Coast Media. Six (6) responsive bids were received at the bid opening on August 25, 2026 at 10:00 a.m.

The Utilities Engineer and the Water/Wastewater Superintendent, Daryl Morefield, recommends the award be made to Underground, Inc. Their low bid price for the Lump Sum Cost was as follows:

Lump Sum Price (Base Bid): \$193,770.00
10% Contingency: \$19,377.00

Their low bid response price for the Base Bid plus the 10% Contingency was Two Hundred Thirteen Thousand One Hundred Forty-Seven Dollars (\$213,147.00).

List of FY2026 Lift Station Improvement Projects attached in agenda files.

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>
004020-59501-10	Wastewater - Lift Station Improvements	\$207,609.40	\$213,147.00	(\$5,537.60)
004020-50365	Wastewater - Lift Station Maintenance	\$5,537.60	\$0.00	\$5,537.60

Project No.: 2026SEW012

Authorize Treasurer to transfer \$5,537.60 from Lift Station Maintenance to Lift Station Improvements in 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 set up Project No.: 2026SEW012 in Project Ledger with corresponding budget.

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. 26-044-2026-SEW-012) Gayfer Park Lift Station Upgrade for the City of Fairhope Wastewater Department.

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

Please see attached Bid Tabulation for
(Bid No. 26-044-2026-SEW-012)
Gayfer Park Lift Station Upgrade

[3] After evaluating the bid proposals with the required bid specifications, Underground, Inc. is now awarded (Bid No. 26-044-2026-SEW-012) Gayfer Park Lift Station for the City of Fairhope Wastewater Department with a bid proposal not-to-exceed \$213,147.00.

[4] Authorize Treasurer to transfer \$5,537.60 from Lift Station Maintenance to Lift Station Improvements in FY2026 Budget.

ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
 Bid No. 26-044-2026-SEW-012 Gayfer Park Lift Station Upgrade
 Opened August 25th, 2026 at 10:00 A.M.

Vendor	Ballcon, Inc.	Causey Underground Construction, LLC	Criswell Contracting Services, LLC	Hemphill Construction Company, Inc.	Kelley's Welding & Excavation, Inc.	Underground, Inc.
Bid Bond (Y/N)	Y	Y	Y	Y	Y	Y
Bid Documents Signed/Notarized (Y/N)	Y	Y	Y	Y	Y	Y
Addendum Acknowledged I/II (Y/N)	Y	N	Y	Y	Y	Y
Base Bid	Lump Sum Cost	Lump Sum Cost	Lump Sum Cost	Lump Sum Cost	Lump Sum Cost	Lump Sum Cost
Gayfer Park Lift Station Upgrades- Lump Sum Price	\$422,455.00	\$340,480.00	\$199,525.00	\$296,100.00	\$275,000.00	\$193,770.00
10% Contingency	\$42,245.50*	\$34,048.00	\$19,952.50	\$29,610.00	\$27,500.00	\$19,377.00
Total Cost- Lump Sum Price Plus 10% Contingency	\$464,700.50*	\$374,528.00	\$219,477.50	\$325,710.00	\$302,500.00	\$213,147.00

* Corrected Bid Amount

Recommendation:

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

Signature

Noel Berry, Utilities Engineer

Signature

Erin Wolfe, Purchasing Manager



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PROJECT REQUEST FORM**

Requestor: Daryl Morefield Department: Sewer
Project Name: Gayfer Park Lift Station
Project Description: Convert aging lift station to inground type and rehab wet well
Project Category: X Bid Professional Service Other:
Budget Amount: \$800,000.00 Budget Code: 004020-59501-10
Budgeted for Current FY: X Yes No Project No. 2026-SEW 012

Budget Available to Date = \$594,952.00 per SDD

BID INFORMATION

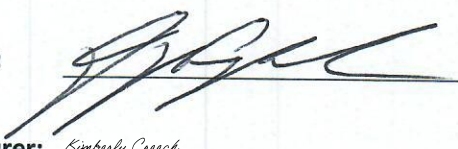
Bid Duration: Project Duration:
Engineer of Record:
Pre-Bid Meeting: No X Yes Mandatory X Non-Mandatory
Scope of Work Provided By: Contract Extensions: No Yes
Project Manager:
Insurance Requirements: Minimum Maximum
Bonds: Bid Performance Labor & Materials
Related Bids/RF's

FORCE ACCOUNT INFORMATION

Force Account Project: No Yes Estimated Amount: Budget Code:

Notes:

SIGNATURES

Requestor:  Senior Accountant: Suzanne Doughty 04/21/26
City Treasurer: Kimberly Creech Mayor: Sherry Sullivan
Sherry Sullivan (Jul 10, 2026 07:54:21 CDT)

PRF - Gayfer Park Lift Station

Final Audit Report

2026-07-10

Created:	2026-07-07
By:	Erin Wolfe (erin.wolfe@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA11LK_8QZJ3fJLkE1TPwbAgO3x8C5-VGv

"PRF - Gayfer Park Lift Station" History

-  Document created by Erin Wolfe (erin.wolfe@fairhopeal.gov)
2026-07-07 - 6:52:24 PM GMT
-  Document emailed to Suzanne Doughty (suzanne.doughty@fairhopeal.gov) for signature
2026-07-07 - 6:52:48 PM GMT
-  Email viewed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
2026-07-07 - 7:01:11 PM GMT
-  Document e-signed by Suzanne Doughty (suzanne.doughty@fairhopeal.gov)
Signature Date: 2026-07-07 - 7:03:31 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Kimberly Creech (kimberly.creech@fairhopeal.gov) for signature
2026-07-07 - 7:03:34 PM GMT
-  Email viewed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
2026-07-07 - 7:03:40 PM GMT
-  Document e-signed by Kimberly Creech (kimberly.creech@fairhopeal.gov)
Signature Date: 2026-07-09 - 11:35:38 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to Sherry Sullivan (sherry.sullivan@fairhopeal.gov) for signature
2026-07-09 - 11:35:40 PM GMT
-  Email viewed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
2026-07-09 - 11:35:45 PM GMT
-  Document e-signed by Sherry Sullivan (sherry.sullivan@fairhopeal.gov)
Signature Date: 2026-07-10 - 12:54:21 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Agreement completed.
2026-07-10 - 12:54:21 PM GMT

FY26 Budget		\$ 800,000.00
2025PUS014	Transferred to ByPass Pumps Installation Project	\$ (289,595.60)
2026SEW007	Dog House Odor Scrubber	\$ (22,500.00)
2026SEW014	Twin Beech	\$ (33,800.00)
2026SEW010	Lakewood Well Lining	\$ (18,931.00)
2026SEW008	Yacht Club	\$ (64,873.00)
2026SEW017	Publix	\$ (33,800.00)
2026SEW019	Gayfer Park Wet Well	\$ (17,605.00)
2026SEW021	Harvest Green	\$ (8,500.00)
2026SEW022	Meadowbrook	\$ (6,500.00)
2026SEW023	Woodlands	\$ (5,500.00)
2026SEW013	Mershon Lateral	\$ (26,500.00)
2026SEW025	Quail Creek L.S. Drive	\$ (26,400.00)
2026SEW024	Key Allegra Lift Station (<i>pending Agenda Item</i>)	\$ (37,886.00)
	Available Budget to Date	<u>\$ 207,609.40</u>
004020-50365	Transfer from LS Maint	\$ 5,537.60
	Adjusted Budget	<u>\$ 213,147.00</u>
2026SEW012	Gayfer Park Lift Station (<i>pending Agenda Item</i>)	\$ (213,147.00)
	Available Budget to Date	<u>\$ -</u>



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1195

FROM:	Daryl Morefield, Water Superintendent
SUBJECT:	The Superintendent of Water/Wastewater, Daryl Morefield, is requesting approval for the procurement of Sealtite Conduit and Fittings and Field Service for the Parkson Fuzzy Filter at the Wastewater Treatment Plant.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

To approve this procurement of Fuzzy Filter Maintenance & Repair for the Parkson Fuzzy Filter at the Wastewater Treatment Plant for as a sole source distributor for a not-to-exceed cost of \$23,700.00.

BACKGROUND INFORMATION:

The Superintendent of Water/Wastewater is requesting procurement of Fuzzy Filter Maintenance & Repair for the Parkson Fuzzy Filter at the Wastewater Treatment Plant. Parkson is a sole source and manufacturer of the Fuzzy Filter. The attached quotation from Parkson is for the following:

- Lot Sealtite conduit and fittings for (2) fuzzy filter top plate wiring \$1,200.00
- X-Field Service for 3 men for 5 days \$22,500.00

For a total of Twenty-Two Thousand Seven Hundred Dollars (22,700.00). The equipment is exempt from formal bidding per Code of Alabama 1975, Section 41-16-57 (b)(1) which states:

"The governmental body can document that the sole source goods or services are of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only these goods or services will fulfill the function for which the product is needed."

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
004020-	Wastewater -	\$23,700.00	\$23,700.00	\$0.00

50367-10	Maintenance WWTP			
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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 the City of Fairhope approves the procurement of Fuzzy Filter Maintenance & Repair for the Parkson Fuzzy Filter at the Wastewater Treatment Plant from Parkson as sole source and manufacturer; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will not-to-exceed \$23,700.00.

DULY ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



Aftermarket

Date Issued: 2026-07-22

Quote Number 00044355

Expiration Date: 2026-09-30

Sharon Surra
Fairhope, AL
Phone: (251) 990-0139
Email: sharon.surra@fairhopeal.gov

Thank you for your inquiry for Parkson Aftermarket parts. Below is the quote for the items requested. You may accept this quotation as your order by completing the fields below and submitting. You may also download as a PDF for processing through your purchasing team. If this is your first order in a while, please provide the billing and shipping info below. Please consider this email plus the link below to our Terms & Conditions to be the complete quotation.

Project Number 1013

Please verify this project (serial) number is accurate for this order.

Item Number	Product	Quantity	Price	Total Price
Custom	Customized1 Lot Sealtite conduit and fittings for (2) fuzzy filter top plate wiring.	1	\$1,200.00	\$1,200.00
0900001-	x- Field Service 3 Men 5 Days. Scope of work: replace conduit & fittings on top of (2) filters, add 12 month adder media to (2) filters, (Customer has media), grease actuator screws, reset all actuators with 4/20 MA as needed, check air header in (1) filter and repair if possible. Broken bolts in top actuator cover probably can't be fixed and shouldn't cause any issues. Will see if control panel can be sealed to prevent water intrusion.	1	\$22,500.00	\$22,500.00

Please include a copy of your Tax-Exempt Certificate if the order is Not Taxable.

USD Total

\$23,700.00

NOTE REGARDING PREVAILING WAGES: Parkson, as the original equipment manufacturer, will be servicing/reconditioning its own proprietary equipment, which service may contain our proprietary trade secrets and know-how. No craft or trade would be appropriate for apprentices related to this work. If the awarding body requires apprenticeship coverage, then Parkson would need to amend its quoted pricing and completion time.

Items may ship from different warehouses, unless specified in your order as Must Ship Complete.

Schedule and Shipping

The above items have a lead-time of **Contact us to schedule**. Field Service is not scheduled until parts are on site and could be a week or two after delivery. Our freight terms are **Prepay and Add**. The FOB Point for this order is **Shipping Point**.

Please advise of your shipping preference:

! Remember to inspect the package before accepting delivery. Items damaged in transit are very hard to be compensated for once delivery is accepted !

The Parkson Aftermarket Group prides ourselves on our responsive and supportive parts department, dedicated to fostering strong, lasting relationships with you, our customers, by transforming challenges into solutions. We are committed to delivering prompt and effective responses to your needs, working together to make a positive impact – One Solution at a Time!

Customer Readiness

- Unit must be removed from service, cleaned, and ready for work. Non-readiness may result in additional charges.
 - Upon disassembly on-site, if any unforeseen parts or structural repairs are discovered, Parkson will notify the customer prior to commencement of any repairs which will be beyond the originally quoted scope. The costs for these items and any time extension will be added to the scope of work.
 - Personnel Safety is of utmost importance. Provide a safe work area around the equipment.
 - Whenever possible, unit should be staged away a safe distance from any currently utilized equipment and/or work areas.
 - Provide proper ventilation inside the building.
 - Care and storage of components upon receipt at customer's site.
 - Loading, unloading, uncrating, and re-crating (if necessary) of replacement parts.
-
- Delivered material needs to be stored at the same elevation and within 10 feet of the unit.
 - Redirected incoming flow.
 - Provide clean, dry work area.
 - Old parts weighing 50 lbs or more should be loaded on a customer supplied forklift (or equal) to place them in a customer supplied dumpster.

Customer May Need to Provide

- At a minimum, a forklift, and possibly a crane / hoist.
- Manlift, ladders.
- Dumpster for all old parts.
- Hydraulic puller to remove gear assembly.
- Any other specialty tool which may be required.



SCHREIBER
A PARKSON BRAND
100 Schreiber Drive
Trussville, AL 35173
Phone 205.655.7466
Fax 205.655.7669

Sole Source Letter

To: Sharon Surra
Company: City of Fairhope, AL
Tel: (251) 383-9202
Fax:
Email: Sharon.surra@fairhopeal.gov
Pages: 1

Date: August 19, 2026
From: Brad Draper
Tel: 205-655-7466
Fax: 205-655-7669
Email: bdraper@parkson.com
Cc: dennis.scott@fairhopeal.gov
daryl.morefield@fairhopeal.gov
erin.wolfe@fairhopeal.gov

Subject: Product: Fuzzy Filter

This document is to confirm that Parkson Corporation is the sole source provider for the Schreiber Fuzzy Filter equipment and related parts. Parkson is the original manufacturer/supplier of the subject Schreiber products and is the only source for OEM replacement parts

Please note that this letter is valid as of the date of the letter.

Reconfirmation should be obtained after a period of six (6) months from the date hereof.

If I can be of further assistance or should you have any questions, please feel free to contact me.

Sincerely,

Brad Draper



CITY OF FAIRHOPE

PURCHASING DEPARTMENT

PURCHASING REQUEST FORM

Name: Daryl Morefield

Date: 8/19/2026

Department: Water

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>Parkson</u>	\$ <u>\$23,700.00</u>
2. _____	\$ _____
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? Fuzzy filter maintenance & repair
2. What is the total cost of the item or service? \$23,700
3. How many do you need? 1 Each
4. Item or Service Is: ☒ New ☐ Used ☐ Replacement ☐ Annual Request
5. Vendor Name (Lowest Quote): Parkson
6. Vendor Number: 6936
7. 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? \$200,000.00
3. Budget code: 004020-50367-10

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: 2026-1162

FROM:	Lisa Hanks, City Clerk
SUBJECT:	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 via "GovDeals", as listed in the resolution.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

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):

RESOLUTION NO. _____

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

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

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

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

- 1) 1997 PCT Trailer 4PCU21628V1000161 Water Dept. Asset # 01178
- 2) 2016 EZGO Golf Cart 5400214 Sewer Dept. Asset #03587
- 3) 2005 Ford Crown Victoria 2FAFP71W55X171360 Police Dept. Asset #01118
- 4) 2010 Ford Expedition 1FMJU1F59AEB49735 Police Dept. Asset #01058
- 5) 2011 John Deere 7700 Fairway Mower 1TC7700XTBT040246 Rec. Dept. Asset #01307

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 the following method:

- 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.

ADOPTED AND APPROVED THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1186

FROM:	Kim Creech, City Treasurer
SUBJECT:	J.M. Wood Auction Company (The Equipment Auctioneers) as one of the options for surplus heavy machinery and trucks; and authorizes the Mayor to execute all necessary documents and contracts.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

That the City Council hereby approves the use of J.M. Wood Auction Company (The Equipment Auctioneers) as one of the options for surplus heavy machinery and trucks; and authorizes the Mayor to execute all necessary documents and contracts.

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 the use of J.M. Wood Auction Company (The Equipment Auctioneers) as one of the options for surplus heavy machinery and trucks; and authorizes the Mayor to execute all necessary documents and contracts.

Approved and Adopted on this 14th day of September 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



August 28, 2026

City of Fairhope
161 N Section St
Fairhope, AL 36532
Phone: 251-928-2136
Email: tim.bung@fairhopeal.gov

Re: Sept 22-24, 2026

Dear Mr. Bung:

We want to thank you for allowing J.M. Wood Auction Company the opportunity of submitting a proposal on the auction of your surplus equipment. Since 1973, J.M. Wood Auction Company has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach are necessary for you to achieve the true market value of your assets.

- ❖ **Auction Location and Date:** The proposed auction will be Sept 22-24, 2026 at our permanent auction facility in Montgomery, Alabama.
- ❖ **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market by targeting recent buying patterns, trending industries, and regional activity. Your auction will be promoted in numerous industry, specific trade magazines reaching a broad range of potential buyers.
- ❖ **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions of buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Facebook, Instagram and more. Both Facebook and Constant Contact have recognized J.M. Wood Auction as one of their annual top performing marketing companies.
- ❖ **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre-auction services such as detailed inspection reports, photography, video, clean-up, and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No repairs will be made without prior consent from the seller. J.M Wood Auction will coordinate an

on-site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- ❖ **Auction Day:** With over 53 years in the auction business, it is in our blood. We live for auction day, and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.
- ❖ **Online Auction Bidding:** JMWood.com is our exclusive proprietary online bidding service. Since its inception we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.
- ❖ **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options, and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.
- ❖ **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue the seller a check for full settlement within **10 banking days** after the auction. Any service fees incurred such as clean-up, repairs, and transportation will be deducted from seller's final net proceeds.
- ❖ **Liens and Encumbrances:** Auctioneer acts as Seller's agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgage liens and encumbrances. The seller agrees to disclose all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Company (hereby known as Auctioneer) at the absolute discretion of Auctioneer to conduct title searches in respect of the equipment at the expense of Seller, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search. Force Majeure: Seller agrees that Auctioneer shall not be liable for delays or failure in performance resulting from acts beyond Auctioneer's control, including for example: acts of God, work stoppage, riots, acts of war, disruption of means of communication, computer virus, power failure, or natural disasters.

Proposal Option:

❖ **Option A: (Straight Commission)**

J.M. Wood Auction gives the City of Fairhope a straight commission rate of **7% Absolute** will be charged to gross sales with an estimated auction value of \$22,000.00 for the below Inventory. The City of Fairhope will deliver the equipment to the Montgomery Facility.

- 2015 Freightliner M2 S/A Garbage truck: S/A, Cummins engine, Allison A/T, 30K rear, 16K front, New Way 24ASL body, 315/80R22.5 tires

We would like to thank you for allowing J.M. Wood Auction Company to present this proposal to you and we look forward to conducting your auction.

“We Turn Equipment Into Cash”

City of Fairhope

Date

Mason Lee, Transportation Director
J.M. Wood Auction Company

Date

Bryant S. Wood, President
J.M. Wood Auction Company
Alabama Auctioneer Lic # 1137

Date

THIS DOCUMENT IS CONFIDENTIAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC., REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC., UNAUTHORIZED USE IS STRICTLY PROHIBITED.



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1182

FROM:	Kim Creech, City Treasurer
SUBJECT:	City Treasurer, Kim Creech, is requesting the approval to charge off Uncollectible Utility Accounts for Fiscal Year 2021 in the amount of \$141,283.07.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

Approve the charge off of Uncollectible Utility Accounts for Fiscal Year 2021 in the amount of \$141,283.07.

BACKGROUND INFORMATION:

The utility account balances listed have been deemed uncollectible and need to be charged off in Fiscal Year 2026.

Prior Council Action:

Resolution No. 5558-25, adopted by Council on September 8, 2025, approved the write off of Fiscal Year 2020 Uncollectible Utility Accounts in the amount of \$166,297.78.

BUDGET IMPACT/FUNDING SOURCE:

<u>Account No.</u>	<u>Account Title</u>	<u>Current Budget</u>	<u>Cost</u>	<u>Available Budget</u>
Utilities - 12100	Allowance for Doubtful Accounts	\$818,112.32	\$141,283.07	\$676,829.25

Treasury to adjust subsidiary billing ledgers to reflect write off of uncollectible utility accounts. The Allowance for Doubtful Accounts has appropriate reserves for the annual write off of uncollectible utility accounts.

GRANT:

LEGAL IMPACT:

FOLLOW UP IMPLEMENTATION:

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

Individual(s) responsible for follow up: Vicki Acker, Utility Billing Coordinator - Adjust subsidiary ledger account balances to reflect write offs.

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 approves the charge off of Uncollectible Utility Accounts for Fiscal Year 2021 in the amount of \$141,283.07.

DULY ADPOTED ON THIS 14TH DAY OF SEPTEMBER 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

BATCH 00048954:OVER-SHORT ADJUSTMENT PROCESS

REASON CODE: 99

CHARGE	DESCRIPTION	UNPAID BAL	WRITE-OFF AMT
1000	GAS	-48.00	-48.00
2000	ELECTRIC	.00	.00
3000	WATER	.00	.00
4000	SEWER	.00	.00
5000	GARBAGE	.00	.00
7000	STATE UTILITY TAX	-350.00	-350.00
9000	LATE FEE (5%)	.00	.00
TOTAL 2020		-398.00	-398.00
1000	GAS	6,164.77	6,164.77
1100	GAS JOINT SALES AT 10 PERCENT	4,016.30	4,016.30
1110	GAS JOINT SALES AT 12.15 PERCENT	1,209.72	1,209.72
1999	GAS-UNATTACHED DEPOSIT	.00	.00
2000	ELECTRIC	53,613.42	53,613.42
2100	ELECTRIC READ ONLY DEMAND	1,428.20	1,428.20
2101	ELECTRIC BILLED DEMAND	352.01	352.01
3000	WATER	31,700.17	31,700.17
3001	WATER FLAT CHARGE	96.24	96.24
3100	WATER - WB	278.64	278.64
3200	WATER WC	46.69	46.69
4000	SEWER	24,075.69	24,075.69
4001	SEWER FIXED S1-S4	235.40	235.40
5000	GARBAGE	8,724.50	8,724.50
5515	RECONNECT FEE	.00	.00
6000	SECURITY LIGHTS	108.48	108.48
7000	STATE UTILITY TAX	5,140.17	5,140.17
9001	LATE FEE - 5%	4,490.67	4,490.67
TOTAL 2021		141,681.07	141,681.07
GRAND TOTAL		141,283.07	141,283.07

RECORDS SELECTED: 1,996

** END OF REPORT - Generated by Vicki Acker **

City of Fairhope

Utility Uncollectible Accounts - through FY2020

002-12100	Gas	12,140.28
003-12100	Electric	59,404.36
004-12100	Water/Sewer	60,400.52
005-12100	Sanitation	9,337.90
		141,283.07

RESOLUTION NO. 5558-25

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

[1] That the City Council approves to charge off Uncollectible Utility Accounts for Fiscal Year 2020 in the amount of \$166,297.78.

DULY ADOPTED ON THIS 8TH DAY OF SEPTEMBER, 2025



Jack Burrell, Council President

Attest:



Lisa Hanks, MMC
City Clerk



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1163

FROM:	Paige Crawford, Director of Community Affairs
SUBJECT:	Resolution — That the City Council hereby approves and authorizes Mayor Sherry Sullivan to execute the Memorandum of Understanding (MOU) between the Baldwin County Board of Education on behalf of Fairhope West Elementary School and the City of Fairhope Civic Center of Fairhope, Alabama, together referenced as the parties concerning the use of the facilities of the Organization during a School Emergency Evacuation/Reunification Procedure.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

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):

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 the Memorandum of Understanding (MOU) between the Baldwin County Board of Education on behalf of Fairhope West Elementary School and the City of Fairhope Civic Center of Fairhope, Alabama, together referenced as the parties concerning the use of the facilities of the Organization during a School Emergency Evacuation/Reunification Procedure.

ADOPTED ON THIS 14TH DAY OF SEPTEMBER, 2026

James Reid Conyers, Jr.
Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



**Memorandum of Understanding
between
Baldwin County Board of Education
On Behalf of**

Fairhope West Elementary **School**

and

Fairhope Civic Center **of** Fairhope, AL

This memorandum of understanding is between Baldwin County Board of Education ("BCBOE") on behalf of Fairhope West Elementary School (the "School") and the Fairhope Civic Center of Fairhope, AL (the "Organization," together referenced as "the Parties") and concerns the use of the facilities of the Organization during a School emergency evacuation/reunification procedure.

WHEREAS, the Organization and the School entered a Memorandum of Understanding ("MOU") in 2026 to establish a mutually beneficial partnership for the Reunification/Relocation/Shelter in Place of School students and personnel during emergency circumstances; and

WHEREAS, the School desires to ensure the safety of the children in their charge during an emergency; and

WHEREAS, the Organization wishes to assist the School and first responders by providing a safe location during a school student evacuation/reunification crisis event; and

WHEREAS, the Parties hereby enter this newly proposed MOU setting forth the respective roles and responsibilities of the Parties regarding the use of the Organization by the School. The purpose of this MOU is to provide shelter, a distribution location, timely communication, coordination and safety for the School and its students during an emergency; and

WHEREAS, this MOU is intended only to outline expectations between the Parties, and it is not intended to create contractual or equitable obligations on the part of the Parties toward municipalities, students, parents, third parties, and/or any of the Parties' employees.

NOW, THEREFORE, the above-referenced Parties agree as follows.

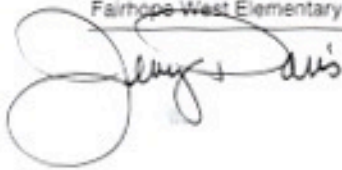
1. That Parties are to be given restricted access to BCBOE property and information, with the understanding that BCBOE security and privacy protections are paramount to improve First Responder success, access, and effectiveness.
2. That sole discretion for disclosure of information prior to an emergency shall be vested exclusively with the School Administration or the Superintendent of BCBOE.
3. That access to facilities for the purpose of this MOU will only be made available by Law Enforcement during the execution of operations directly related to a disaster, which includes, but is not limited to, tornadoes, hurricanes, floods, fire, and active shooter situations. Student information related to the use of Organization facilities shall only be made available pursuant to the Family Educational Rights and Privacy Act and all other applicable state and local laws.
4. In an emergency event that necessitates children be removed from the School and reunified with parents/guardians at safe location away from the School, the Organization will allow operation as a Reunification Center. This center will ideally need to be identified and set up within 30 minutes to an hour after the emergency event. Fast response from the Point of Contact of the Organization on facility availability is crucial to safety operations. The School will send school staff and administration staff to the facility to begin the set-up process. Coordinated transportation of children/those impacted to the facility will take place ASAP. The Organization will handle all Center operations.
5. Under no circumstance will the Organization make information regarding the emergency event or the School's students available to any outside agency, company, or individual. Access to said information shall be restricted to only BCBOE Personnel.
6. That the Parties will provide access to all facilities of the Organization to accommodate students, faculty, staff, and emergency personnel in the event of an emergency evacuation.
7. Nothing in this MOU may be construed to limit in any way any immunity afforded to the BCBOE and/or its officers, members, employees, agents, servants, or contractors, pursuant to Federal or State constitutional, statutory, or common law.

Page 2 of 3

Nothing in this Agreement may be construed to limit any defense to the BCBOE at law or in equity.

IN WITNESS WHEREOF, the parties hereto have agreed to this memorandum of understanding to be entered into by their duly authorized representatives.

Principal
Fairhope West Elementary School



Name _____ of _____

Date August 25, 2026

Date _____



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1200

FROM:	Fairhope Public Schools Commission
SUBJECT:	Appointment - Fairhope Public Schools Commission
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

Council approval.

BACKGROUND INFORMATION:

The Fairhope Public Schools Commission had a meeting on September 2, 2026. The Commission discussed two applicants they received for the current vacancy left by Carrie Mackey. Vickie Bailey moved to recommend Terri Bishop to the City Council to fill the vacancy. The motion was seconded by Joe Kelly and passed unanimously.

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):

FAIRHOPE PUBLIC SCHOOLS COMMISSION

NOMINEE

3 - Year Term

APPOINTMENTS

- ❖ Terri Bishop to serve the remainder of Carrie Mackey's term which will begin September 2026 and will end December 31, 2028



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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

First Name:

Terri

Last Name:

Bishop

Mobile Phone Number

2516041933

Phone Number:

2516041933

E-mail: *

tabishop1984@gmail.com

Home Address *

Street Address

8125 Old Orchard Place

Address Line 2

City

Fairhope

Postal/Zip Code

36532

State/Province/Region

AL

Country

United States

Business Address

Street Address

8125 Old Orchard Place

Address Line 2

City

Fairhope

Postal/Zip Code

36532

State/Province/Region

AL

Country

United States

Name of Board or Committee: *

Fairhope Public Schools Commission

Education Background *

Graduate of Fairhope High School

Bachelors of Education: Early Childhood Special Education - Auburn University

Masters of Education: Early Childhood Special Education - Auburn University

Professional Licenses and/or Associations *

Texas Teacher's Certification
Louisiana Teacher's Certification
Alabama Teacher's Certification
Specialized Training:
LETRS (Language Essentials for Teachers of Reading and Spelling) Elementary Mastery
Science of Reading

Professional Experience *

May 1985 - September 1985 Region XV, San Angelo, Texas - Parent/Infant Trainer for Visually Impaired Infants and Parents
September 1985 - May 1987 Iberia Parrish School District, New Iberia, Louisiana - Special Education Teacher (Students with Multi-Disabilities)
September 1987 - May 1989 Auburn City Schools, Auburn, Alabama - Special Education Teacher (Students with Multi-Disabilities)
August 1989 - May 1998 Baldwin County Public Schools, Fairhope Elementary & Fairhope K-1 Center - Special Education Teacher (Students with Multi-Disabilities)
August 2015 - June 2025 Baldwin County Public Schools, J. Larry Newton Elementary - Special Education Teacher (Students with Multi-Disabilities concentration on students with Specific Learning Disabilities)
June 2025- Retirement

Civic Interests and/or Service Memberships *

Fairhope United Methodist Church Preschool Board - 2002-2005
J. Larry Newton PTO member and president 2009 - 2012
Fairhope Educational Enrichment Foundation Board 2011- 2015
Fairhope Educational Enrichment Foundation Serving as Educational Excellence Co-Chair and President 2012 - 2015

How do your qualifications best serve the needs of the community? *

My entire professional career has been dedicated to the education and development of students, giving me a unique perspective on the needs of our schools, families, and community. Having grown up in Fairhope, and attending its schools, I have experienced our community from many perspectives. I have had the privilege of sending my own children to Fairhope Public schools and of serving those schools as a parent, volunteer, and teacher. During my time with Fairhope Public Schools, I also supported the local enrichment foundation, helping provide educational grants and resources that enhanced opportunities for students. These experiences have given me a deep understanding of both the strengths of our community and the importance of investing in its students. I believe my professional knowledge, firsthand experience, and longstanding commitment to Fairhope Public schools will allow me to serve with an understanding of what is needed to help our schools and future generations thrive.

Resume

You may attach a resume with this application. [PDF Only]

Terri Bishop Resume.pdf

51.07KB

Signature



Terri Alawine Bishop

8125 Old Orchard Place
Fairhope, Alabama 36532
(251) 604-1933

Professional Summary

Dedicated and experienced Special Education Teacher with more than 25 years of experience serving students from pre-kindergarten through elementary school, with a strong focus on students with multiple disabilities and specific learning disabilities. Experienced in developing and implementing individualized instruction, collaborating with families and educational teams, and supporting students with diverse learning needs. Experience with school organizations and educational advocacy.

Education

Master of Education (M.Ed.), Special Education

Auburn University — Auburn, Alabama | 1991

Bachelor of Science (B.S.), Early Childhood Special Education

Auburn University — Auburn, Alabama | 1984

Fairhope High School

Fairhope, Alabama | 1981

Professional Experience

J. Larry Newton Elementary School: Baldwin County Public Schools

Special Education Teacher | August 2015 – June 2025

Fairhope K-1 School: Baldwin County Public Schools

Pre-Kindergarten through First Grade Teacher | August 1991 – May 1998

Fairhope Elementary School: Baldwin County Public Schools

Special Education Teacher — Students with Multiple Disabilities | August 1989 – May 1991

Cary Woods Elementary School: Auburn City Schools

Special Education Teacher — Students with Multiple Disabilities | September 1987 – May 1989

Northside Elementary School: New Iberia, Louisiana

Special Education Teacher — Students with Multiple Disabilities | September 1986
– May 1987

Pesson Elementary School: New Iberia, Louisiana

Special Education Teacher — Students with Multiple Disabilities | September 1985
– May 1986

Education Service Center Region XV: San Angelo, Texas

Special Education Teacher — Students with Multiple Disabilities | May 1985 –
September 1985

Community Leadership & Involvement

Fairhope United Methodist Church Preschool Board - 2002-2005

Fairhope Education Enrichment Foundation

Educational Excellence Co-Chair; President | 2011 – Present

- Served as Educational Excellence Co-Chair, supporting initiatives designed to enhance educational opportunities for students.
- Served as President,

Newton School PTO

Secretary & President | 2009 – 2012



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1202

FROM:	Lisa Hanks, City Clerk
SUBJECT:	Application — Special Events License by Thomas Bratton McGregor, Bottles Up Mobile Inc. d/b/a Apiary on October 4, 2026, at 85 North Bancroft Street, Fairhope, Alabama 36532.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

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

9/27/17 - 2016

LAH

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 Thomas Bratten McGregor TAX ID 87-4118229

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

MAILING ADDRESS 10349 Taylor Harper Blvd. Grand Bay, AL 36541

HOME # _____ WORK _____

CELL # _____ EMAIL barguy@bottlesupmobile.com

RESIDENCE ADDRESS Same as above

NO. YEARS AT PRESENT ADDRESS 8 NO. YEARS AT PREVIOUS ADDRESS 0

PREVIOUS ADDRESS 13151 Holly Ct. Grand Bay, AL 36541

LEGAL BUSINESS NAME Bottles Up Mobile Inc. DBA Apiary

MAILING ADDRESS 85 North Bancroft St. Fairhope, AL 36532

BUSINESS TAX ID 87-4118229 ADOR TAX ID RM 2011297283

BUSINESS LOCATION 85 North Bancroft St. Fairhope, AL 36502

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE Mobile & Baldwin UNDER WHAT NAME Bottles Up Mobile Inc.

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 Ct.	
Byron Rowland	6905 Stonebrook Dr. N	
Bryan Duke	2772 Shannandoan Ct.	

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.

John DeWitt
SIGNATURE (FULL NAME)

8-19-20
DATE

NOT APPROVED _____ DATE _____
Chief of Police

APPROVED *[Signature]* DATE 9/8/20
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED
BY COUNCIL _____ 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.

INCORPORATED MEMBERS

LEGAL ENTITY NAME: Bottles Up Mobile Inc. DBA: Apiary

NAME Thomas Bratton McGregor SSN _____
DATE OF BIRTH _____ AGE _____ PLACE OF BIRTH Dhahran Saudi Arabia
MAILING ADDRESS 10349 Taypr Harper Blvd. Grand Bay, Al. 36541
TITLE President EMAIL barguy@bottlesupmobile.com
DRIVER LICENSE NUMBER AND STATE _____
WORK PHONE _____ CELL PHONE _____

NAME _____ SSN _____
DATE OF BIRTH _____ AGE _____ PLACE OF BIRTH _____
MAILING ADDRESS _____
TITLE _____ EMAIL _____
DRIVER LICENSE NUMBER AND STATE _____
WORK PHONE _____ CELL PHONE _____

NAME _____ SSN _____
DATE OF BIRTH _____ AGE _____ PLACE OF BIRTH _____
MAILING ADDRESS _____
TITLE _____ EMAIL _____
DRIVER LICENSE NUMBER AND STATE _____
WORK PHONE _____ CELL PHONE _____

NAME _____ SSN _____
DATE OF BIRTH _____ AGE _____ PLACE OF BIRTH _____
MAILING ADDRESS _____
TITLE _____ EMAIL _____
DRIVER LICENSE NUMBER AND STATE _____
WORK PHONE _____ CELL PHONE _____



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1198

FROM:	Paige Crawford, Director of Community Affairs
SUBJECT:	Request — Nathan Payne, Thomas Hospital Foundation, requests street closures for the Street Soirée, an annual fundraising event on Sunday, October 4, 2026, at the Apiary on 85 North Bancroft Street, Fairhope, Alabama 36532 from 5:00 a.m. to 4:00 p.m. for portions of Bancroft Street and Equality Street with access to the approved street closure area for Gulf Coast Events & Rentals and vendors to begin event setup; and the City of Fairhope to provide barricades to secure street closures and event area; and the Fairhope Police Department to provide security within perimeter and public safety.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

Council approval.

BACKGROUND INFORMATION:

City based fundraising event for Thomas Hospital.

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
Approval Special Event Request

8	27	2026
---	----	------

Date complete application submitted to Rental Facilities Department

Event: Thomas Hospital Foundation Fund Raising Event (Street Closure)

Person Requesting: Nathan Payne

Date of Event: 10/4/26

Location: See Attached Map

☐ **Approval/Disapproval supporting documentation attached.**

Approval:

Stephanie Hollinghead Date: 08/31/2026 Approx. security cost \$ TBD
[Stephanie Hollinghead \(Aug 31, 2026 16:19:30 CDT\)](#)

Police Chief/Designee

John Thomas Date: 9/3/2026 Approx. cost city services \$ \$1000

Director of Public Works/Designee

Paige Crawford Date: 9/3/2026
[Paige Crawford \(Sep 3, 2026 09:27:57 CDT\)](#)

Director of Community Events

Disapproval:

_____ Date: _____

Police Chief

_____ Date: _____

Director of Public Works/Designee

_____ Date: _____

Director of Community Events

☐ **Route back to rental facilities department for application package finalization**

NOTES: Originally Submitted on 8/10/26. Times and dates were changed at the request of
Chief Hollinghead.

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? Bancroft Street and Equality Street
2. Date Requested: 10/4/2026 Hours requested from: 5am to 9pm
3. Renter's Name: Thomas Hospital Foundation
Address: 750 Morphy Avenue
City: Fairhope State: Al Zip: 36532
Phone Numbers: 251-279-1512
4. Purpose of Use: City-based fundraising event for Thomas Hospital
5. Number of persons expected to attend (adults and minors): 550
6. Will there be alcohol on the premises during the event? Yes If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Event tent and stage on Bancroft, mobile toilet and catering tents on Equality Rental Company: Gulf Coast Event and Re
8. Will you need electricity? ☒ Yes ☐ No For: Exterior Power
Will you need water? ☐ Yes ☒ No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in City Ordinance No. 1576 as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: [Signature] Date: 8/27/26
City Personnel: [Signature] Fees Paid: \$1000.00 Date: 8/27/26 Ck. #: 6454

-Office Use Only-

Application Signed/Dated ✓

Permit/Deposit Fees ✓

Entered in Calendar ✓

CITY OF FAIRHOPE

STREET & SPECIAL EVENT CHECKLIST

**ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO
THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED**

- ✓ 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement signed, dated, and fees paid.
- ✓ 2. Letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.
- ✓ 3. Route/Map of Special Event [Emergency Vehicle access must be provided]
Estimated Law Enforcement/Personnel Cost: \$ 3,267
- ✓ 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- ✓ 5. Proof of liability insurance naming the City of Fairhope as additional insured for date of event requested.
- ✓ 6. Signatures from 75% businesses/residents directly affected by the street to be closed.
7. Notifications to 100% of businesses & residents within 300 ft. of street to be closed (30 days in advance)

8. For South Park Events, signatures from:

Restaurant on Pier: _____ Date: _____

- ✓ 9. Event details (Items, including the ones listed below, must be removed *immediately* following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

✓ Law Enforcement Personnel	Provided by: <u>FAIRHOPE PD</u>
✓ Barricades	Provided by: <u>PUBLIC WORKS/FAIRHOPE</u>
✓ Staging	Provided by: <u>GULF COAST EVENT RENTALS</u>
✓ Tents	Provided by: <u>↓</u>
✓ Port-o-lets	provided by: <u>JAZZY JOHNS</u>
Special transportation needs	provided by: _____
Special electrical needs:	_____

10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only



Dear Mayor and Members of the City Council:

On behalf of the Thomas Hospital Foundation, I respectfully request the City's approval and assistance for *Street Soiree*, the Foundation's largest annual fundraising event, scheduled for Sunday, October 4, 2026, at The Apiary and the surrounding area in downtown Fairhope.

Street Soiree is a new evolution of our signature community fundraising event and is designed to celebrate Thomas Hospital, the Eastern Shore community it serves, and the donors, caregivers, physicians, businesses, and neighbors who help make high-quality, sophisticated healthcare close to home possible. We anticipate approximately 550-600 registered guests.

The event will utilize both the interior of The Apiary and portions of Bancroft Street and Equality Street. Inside The Apiary, guests will experience registration, hospital and Foundation storytelling, donor and caregiver recognition, community engagement activities, and food and beverage service. The primary outdoor event tent will be located on Bancroft Street in front of The Apiary and will include live entertainment, staging, guest seating, food stations, and beverage service. Catering and food-service tents will be located on Equality Street. Gulf Coast Events & Rentals will provide the primary event infrastructure, including tenting, staging, table, chairs, and related equipment.

In connection with *Street Soiree*, the Thomas Hospital Foundation respectfully requests:

- Authorization to close the necessary portions of Bancroft Street and Equality Street, to accommodate the event footprint, tenting, catering operations, staging, and guest circulation.
- Access to the approved street-closure area beginning at 5am, Sunday October 4, to allow Gulf Coast Events & Rentals and other vendors to begin event setup.
- Permission for alcoholic beverage service within the approved event footprint. Bottle Up, our professional bartending service, will manage alcohol service and is obtaining the appropriate liquor license from the Alabama Alcohol Beverage Control Board.
- Barricades provided by the City of Fairhope to establish and secure the perimeter of the approved street closures and event area.
- Fairhope Police Department officers to provide event security, including assistance with perimeter security and public safety.

Street Soiree will be a controlled-access, ticketed event. Only registered guests, approved vendors, volunteers, staff, and other authorized event personnel will be permitted within the secured event footprint. Event access points will be monitored throughout the afternoon.

At the conclusion of the event, our vendors and event team will immediately begin breakdown and removal of equipment. We anticipate having all event materials removed from the streets and the affected roadways cleared and ready to reopen no later than 10pm on Sunday, October 4th.

Thomas Hospital has been part of the fabric of the Eastern Shore for generations, and community philanthropy has played an important role in its continued growth, innovation, and ability to provide exceptional healthcare locally. *Street Soiree* is intended to celebrate that partnership while bringing our community together for an afternoon of food, entertainment, connection, and support for the future of healthcare on the Eastern Shore.

We appreciate the city of Fairhope's consideration and partnership. The Thomas Hospital Foundation will work closely with City staff, the Fairhope Police Department, our vendors and other appropriate agencies to ensure the event is conducted safely, responsibly, and with minimal disruption to the surrounding area.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Nathan Payne', with a long horizontal flourish extending to the right.

Nathan Payne
Thomas Hospital Foundation

Thomas Hospital Foundation

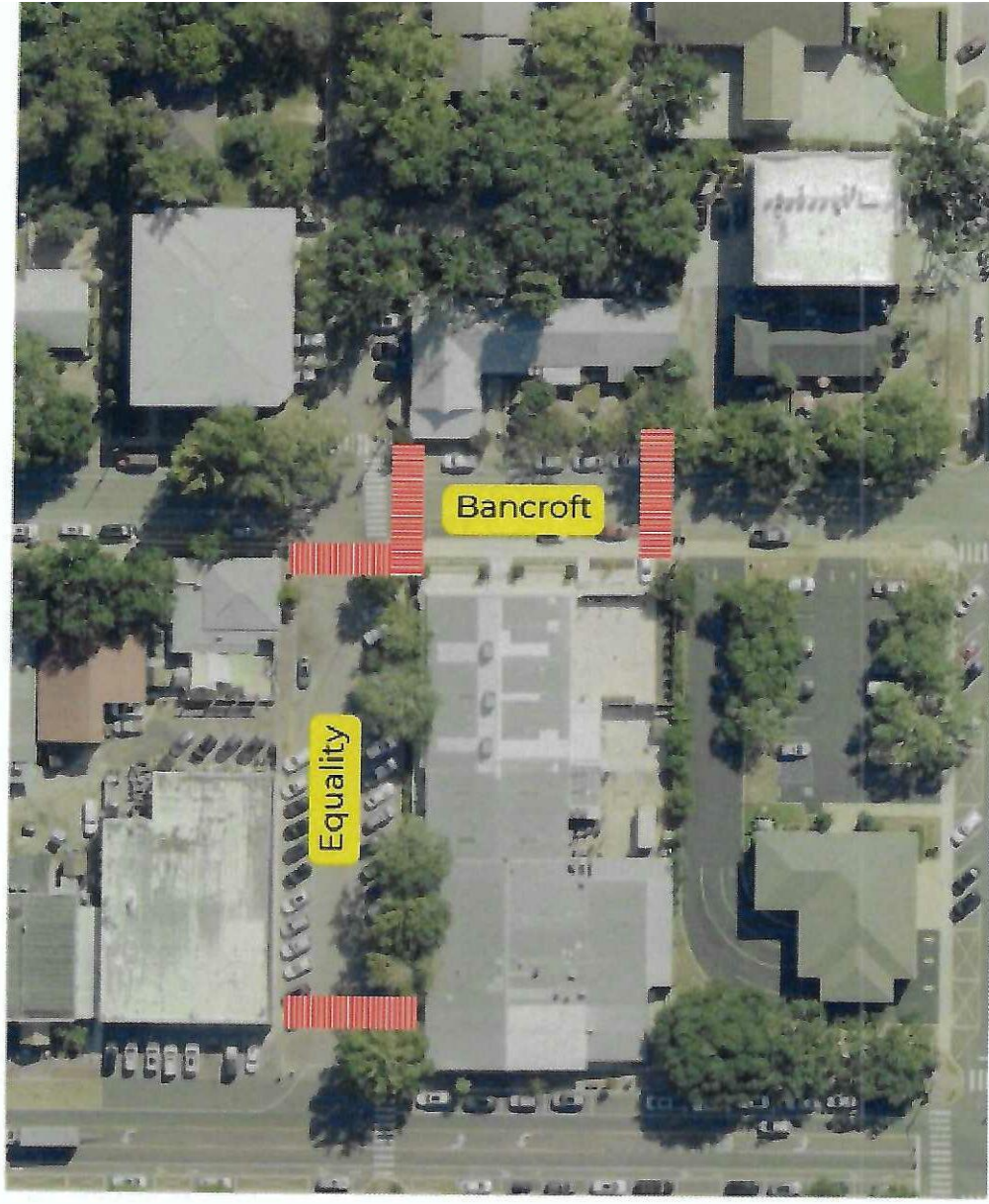
Street Soiree

October 4th, 2026: 5am - 9pm

to be closed:
Equality Street
Bancroft Street (directly in front of Apiary)

own Business Partners include:

- ary
- vision
- ation Street Pizza
- le Bird
- Martina
- nkey Bar
- nara's



INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
401 W. PEACHTREE ST. NW
ATLANTA, GA 30365

DEPARTMENT OF THE TREASURY

Date: MAY 09 1994

THOMAS HOSPITAL FOUNDATION INC
750 MORPHY AVENUE
POST OFFICE DRAWER 929
FAIRHOPE, AL 36533

Employer Identification Number:
63-1109256
Case Number:
584046059
Contact Person:
BRENDA WILKINS
Contact Telephone Number:
(404) 331-0193
Accounting Period Ending:
September 30
Form 990 Required:
Yes
Addendum Applies:
Yes

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in section 509(a)(3).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(3) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(3) organization.

Donors may deduct contributions to you as provided in section 170 of the

THOMAS HOSPITAL FOUNDATION INC

Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should maintain records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain

THOMAS HOSPITAL FOUNDATION INC

dedicated to the required purposes and that they will be used for those purposes by the recipient.

If distributions are made to individuals, case histories regarding the recipients should be kept showing names, addresses, purposes of awards, manner of selection, relationship (if any) to members, officers, trustees or donors of funds to you, so that any and all distributions made to individuals can be substantiated upon request by the Internal Revenue Service. (Revenue Ruling 56-304, C.B. 1956-2, page 306.)

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Nelson A. Brooke
District Director

Enclosure(s):
Addendum

DATE: 8/7/26

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: 10/3/26 - 10/4/26

Times: 6 PM ^{10/3} -- 10 PM ^{10/4}

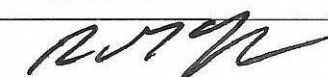
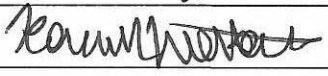
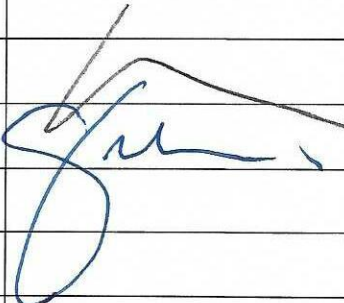
Type of Event: THOMAS HOSPITAL FUNDRAISER

Street(s) to be closed: EQUALITY & 85 N BANCROFT STREET

☒ INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) **AND** Notification to 100% of bus/res within 300 ft. of the event (30 days prior)*

☐ OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)*

*NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEFORE TO YOUR EVENT.
ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.

NAME	ADDRESS	PHONE	SIGNATURE
Edward Jones	412 Equality	251 929 0167	
McShane's Pub	101 N BANCROFT	251 990 5100	
Soul Bowlz	68 N BANCROFT	251 210 6999	
A Kiss of Sin & Salvation	68 N BANCROFT	251 928 0066	
Julia Acton	412 Equality	251 929 0167	
AGING IN ALABAMA	68 N BANCROFT	251 281 8120	

Person(s) responsible for collecting and authenticating above signatures: Name NATHAN PAYNE
Phone 251 279 1512

Signature: *John Thomas*

Email: john.thomas@fairhopeal.gov

Signature: *Paige Crawford*
[Paige Crawford \(Sep 3, 2026 09:27:57 CDT\)](#)

Email: paige.crawford@fairhopeal.gov

Thomas Hospital Fundraising Event Street Closure 10.4.26_0001

Final Audit Report

2026-09-03

Created:	2026-08-27
By:	Nick Martin (nicholas.martin@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7oejyjmo--th74-HIDDVPcZr3qnLOI-m

"Thomas Hospital Fundraising Event Street Closure 10.4.26_0001" History

-  Document created by Nick Martin (nicholas.martin@fairhopeal.gov)
2026-08-27 - 4:57:35 PM GMT
-  Document emailed to stephanie.hollinghead@fairhopeal.gov for signature
2026-08-27 - 4:59:35 PM GMT
-  Email viewed by stephanie.hollinghead@fairhopeal.gov
2026-08-27 - 7:21:12 PM GMT
-  Email viewed by stephanie.hollinghead@fairhopeal.gov
2026-08-31 - 9:18:42 PM GMT
-  Signer stephanie.hollinghead@fairhopeal.gov entered name at signing as Stephanie Hollinghead
2026-08-31 - 9:19:28 PM GMT
-  Document e-signed by Stephanie Hollinghead (stephanie.hollinghead@fairhopeal.gov)
Signature Date: 2026-08-31 - 9:19:30 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to John Thomas (john.thomas@fairhopeal.gov) for signature
2026-08-31 - 9:19:33 PM GMT
-  Email viewed by John Thomas (john.thomas@fairhopeal.gov)
2026-09-01 - 8:08:38 PM GMT
-  Document e-signed by John Thomas (john.thomas@fairhopeal.gov)
Signature Date: 2026-09-03 - 2:26:33 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to paige.crawford@fairhopeal.gov for signature
2026-09-03 - 2:26:36 PM GMT

 Email viewed by paige.crawford@fairhopeal.gov

2026-09-03 - 2:27:16 PM GMT

 Signer paige.crawford@fairhopeal.gov entered name at signing as Paige Crawford

2026-09-03 - 2:27:55 PM GMT

 Document e-signed by Paige Crawford (paige.crawford@fairhopeal.gov)

Signature Date: 2026-09-03 - 2:27:57 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

 Agreement completed.

2026-09-03 - 2:27:57 PM GMT



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1197

FROM:	Paige Crawford, Director of Community Affairs
SUBJECT:	Request - Cheslay Allegri, Live at 5 (a non-profit organization) requests street closures for the Fall/Winter 2026 Concerts at the Halstead Amphitheater on School Street between Morphy and Fairhope Avenue on Thursday, September 24, 2026; Friday, October 23, 2026; Friday, November 20, 2026; and Friday, December 18, 2026, from 6 a.m. until 12 a.m.; and City of Fairhope to deliver a trailer with eighty (80) plus metal barricades at new parking lot on north side of amphitheater; and twenty (20) trash cans with lids; and eight (8) orange barricades, four (4) on each end of School Street; and no parking signs along west side of road.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

Council approval.

BACKGROUND INFORMATION:

Raise money to provide music scholarships for local kids and adults.

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
Approval Special Event Request

08	31	26
----	----	----

Date complete application submitted to Rental Facilities Department

Event: Live at Five Fall/Winter 2026 Street Closures

Person Requesting: Cheslay Allegri

Date of Event: 9/24/26,10/23/26,11/20/26,12/18/26

Location: See Attached Map

☐ **Approval/Disapproval supporting documentation attached.**

Approval:

Stephanie Hollinghead
Stephanie Hollinghead (Aug 31, 2026 16:20:53 CDT) Date: _____ Approx. security cost \$ _____

Police Chief/Designee

John Thomas Date: _____ Approx. cost city services \$ _____

Director of Public Works/Designee

Paige Crawford
Paige Crawford (Sep 3, 2026 09:09:09 CDT) Date: _____

Director of Community Events

Disapproval:

_____ Date: _____
Police Chief

_____ Date: _____
Director of Public Works/Designee

_____ Date: _____
Director of Community Events

☐ **Route back to rental facilities department for application package finalization**

NOTES: Received 8/31/26. Asked the applicant to please have it turned in within 90 days
of first event in the future. Awaiting payment.

LIVE AT 5

Fairhope, Alabama

June 23, 2026

Dear City Council Members,

Live at 5 is a non-profit organization that brings live music to the City of Fairhope and raises money to provide music scholarships for local kids and adults. As we enter our Fall Season, we would like to request road closure for four shows. Additionally, the city has also been kind enough to provide garbage cans and barricades to ensure cleanliness and safety for all involved.

The road closures will be monitored by police officers from Coastal Alabama Community College and we will ensure that all residents on that road will have easy and quick access to and from their homes.

School Street, between Morphy and Fairhope Avenue are requested for closure on the following dates from 6a.m. until 12a.m. (18 hours):

- Thursday, September 24, 2026
- Friday, October 23, 2026
- Friday, November 20, 2026
- Friday, December 18, 2026

The supplies/services requested include:

- One trailer of metal barricades (approximately eighty total)
- Twenty garbage cans (with lids) for each show / Recycling cans if available
- Orange barricades and No Parking signs for road closures

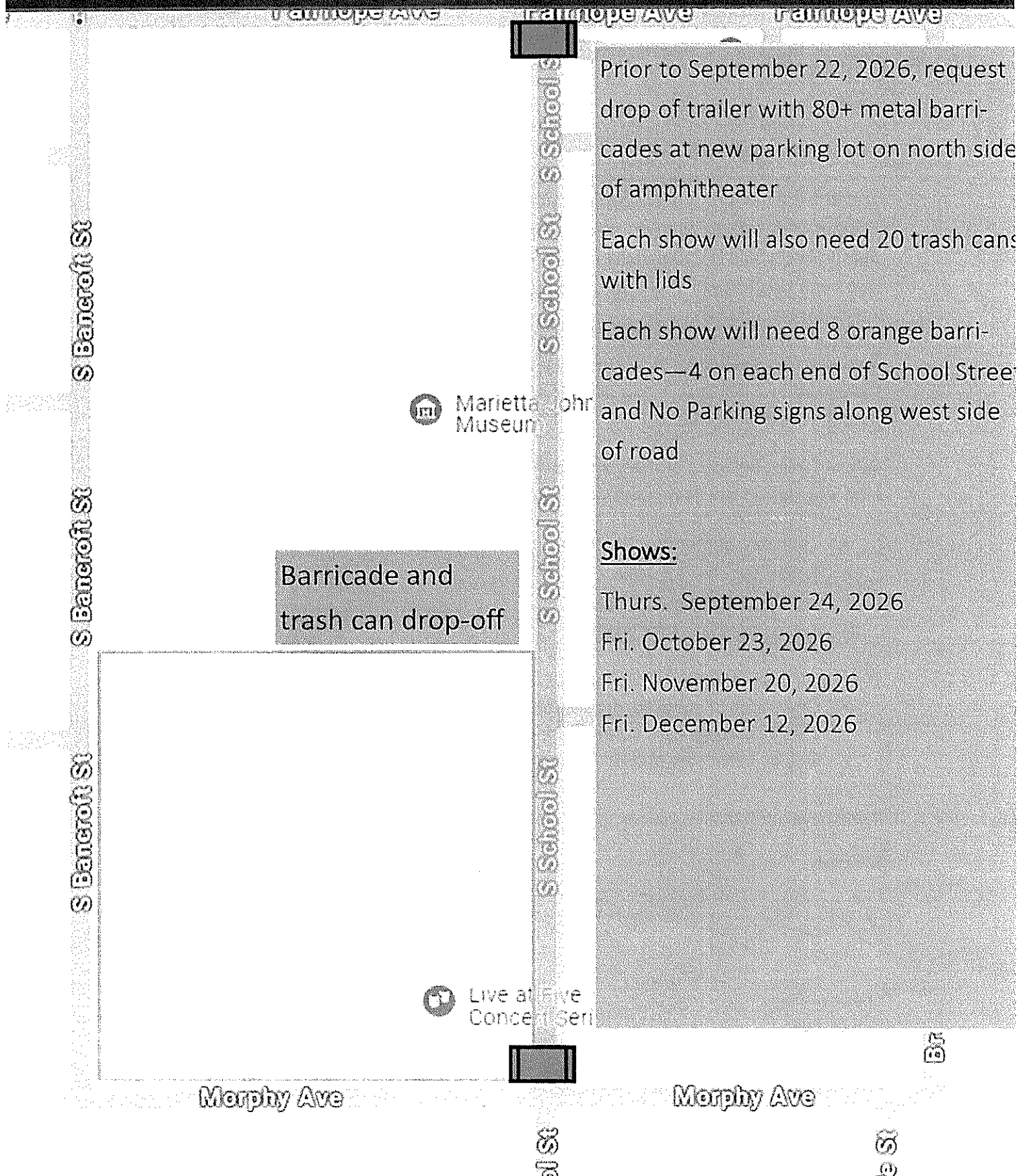
If you have additional questions, please feel free to contact us.

Sincerely,



Chesley Allegri
Live at Five

LIVE AT 5 CONCERT SERIES



APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? School Street between Morphy and Fairhope Ave
2. Date Requested: Thur. Sept. 24, 2026 Hours requested from: 6am Thurs to 12a.m. Fri (18 hrs)
3. Renter's Name: Live at Five
Address: P.O. Box 1935
City: Fairhope State: AL Zip: 36532
Phone Numbers: 251.422.3778
4. Purpose of Use: Load-in area / Backstage area for live music concert (non-profit raising for grants)
5. Number of persons expected to attend (adults and minors): 2,000
6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Trucks, cars - all other equipment will be on private property
Rental Company: _____
8. Will you need electricity? _____ Yes ☒ No ☒ For: _____
Will you need water? _____ Yes ☒ No ☒ For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

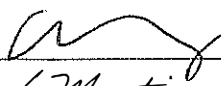
In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation and Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature:  Date: 8/31/26
City Personnel: Nick Martin Fees Paid: _____ Date: _____ Ck. #: _____

-Office Use Only-

Application Signed/Dated _____ Permit/Deposit Fees _____ Entered in Calendar _____

CITY OF FAIRHOPE STREET & SPECIAL EVENT CHECKLIST

**ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO
THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED**

- _____ 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement signed, dated, and fees paid.
- _____ 2. Letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.
- _____ 3. Route/Map of Special Event [Emergency Vehicle access must be provided]

Estimated Law Enforcement/Personnel Cost: \$ _____

- _____ 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- _____ 5. Proof of liability insurance naming the City of Fairhope as additional insured for date of event requested.
- _____ 6. Signatures from 75% businesses/residents directly affected by the street to be closed.
- _____ 7. Notifications to 100% of businesses & residents within 300 ft. of street to be closed (30 days in advance)

- _____ 8. For South Park Events, signatures from:

Restaurant on Pier: _____ Date: _____

- _____ 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

_____ Law Enforcement Personnel	Provided by: Coastal Alabama Community College	Provided by:
_____ <u>X</u> _____ Barricades	City of Fairhope - trailer of metal barricades	
_____ Staging	Provided by:	
_____ Tents	Provided by:	
_____ Port-o-lets	Provided by:	
_____ Special transportation needs	Provided by:	
_____ <u>X</u> _____ Other: _____	City of Fairhope - trash cans and pick-up service _____	

- _____ 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only

_____ Street closing approved _____ Alcohol approved _____ ABC License if selling alcohol _____ Park/Street permit fees paid

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? School Street between Morphy and Fairhope Ave
2. Date Requested: Fri. Oct 23, 2026 Hours requested from: 6am Fri to 12a.m. Sat (18 hrs)
3. Renter's Name: Live at Five
Address: P.O. Box 1935
City: Fairhope State: AL Zip: 36532
Phone Numbers: 251.422.3778
4. Purpose of Use: Load-in area / Backstage area for live music concert (non-profit raising for grants)
5. Number of persons expected to attend (adults and minors): 2,000
6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Trucks, cars - all other equipment will be on private property
Rental Company: _____
8. Will you need electricity? _____ Yes ☒ No _____ For: _____
Will you need water? _____ Yes ☒ No _____ For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation and Cleaning policies**. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: [Signature] Date: 10/23/2024
City Personnel: Nick Martin Fees Paid: _____ Date: _____ Ck. #: _____

-Office Use Only-

Application Signed/Dated _____ Permit/Deposit Fees _____ Entered in Calendar _____

CITY OF FAIRHOPE STREET & SPECIAL EVENT CHECKLIST

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THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

- ____ 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement signed, dated, and fees paid.
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- ____ 3. Route/Map of Special Event [Emergency Vehicle access must be provided]
- Estimated Law Enforcement/Personnel Cost: \$ _____
- ____ 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- ____ 5. Proof of liability insurance naming the City of Fairhope as additional insured for date of event requested.
- ____ 6. Signatures from 75% businesses/residents directly affected by the street to be closed.
- ____ 7. Notifications to 100% of businesses & residents within 300 ft. of street to be closed (30 days in advance)

- ____ 8. For South Park Events, signatures from:

Restaurant on Pier: _____ Date: _____

- ____ 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

____ Law Enforcement Personnel	Provided by: Coastal Alabama Community College	Provided by:
____ ☒ Barricades	City of Fairhope - trailer of metal barricades	
____ Staging	Provided by:	
____ Tents	Provided by:	
____ Port-o-lets	Provided by:	
____ Special transportation needs	Provided by:	
____ ☒ Other: _____	City of Fairhope - trash cans and pick-up service	_____

- ____ 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only

____ Street closing approved ____ Alcohol approved ____ ABC License if selling alcohol ____ Park/Street permit fees paid

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We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

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2. Date Requested: Fri. Nov 20, 2026 Hours requested from: 6am Fri to 12a.m. Sat (18 hrs)
3. Renter's Name: Live at Five
Address: P.O. Box 1935
City: Fairhope State: AL Zip: 36532
Phone Numbers: 251.422.3778
4. Purpose of Use: Load-in area / Backstage area for live music concert (non-profit raising for grants)
5. Number of persons expected to attend (adults and minors): 2,000
6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Trucks, cars - all other equipment will be on private property Rental Company: _____
8. Will you need electricity? _____ Yes ☒ No _____ For: _____
Will you need water? _____ Yes ☒ No _____ For: _____

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CLEANING AND CANCELLATION POLICIES

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Renter's Signature: Nick Martin Date: 11/20/26
City Personnel: Nick Martin Fees Paid: _____ Date: _____ Ck. #: _____

-Office Use Only-

Application Signed/Dated _____ Permit/Deposit Fees _____ Entered in Calendar _____

CITY OF FAIRHOPE
STREET & SPECIAL EVENT CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO
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Estimated Law Enforcement/Personnel Cost: \$ _____
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_____ Staging	Provided by:	
_____ Tents	Provided by:	
_____ Port-o-lets	Provided by:	
_____ Special transportation needs	Provided by:	
___X___ Other: _____	City of Fairhope - trash cans and pick-upservice	_____

- _____ 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only

_____ Street closing approved _____ Alcohol approved _____ ABC License if selling alcohol _____ Park/Street permit fees paid

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? School Street between Morphy and Fairhope Ave
2. Date Requested: Fri. Dec. 18, 2026 Hours requested from: 6am Fri to 12a.m. Sat (18 hrs)
3. Renter's Name: Live at Five
Address: P.O. Box 1935
City: Fairhope State: AL Zip: 36532
Phone Numbers: 251.422.3778
4. Purpose of Use: Load-in area / Backstage area for live music concert (non-profit raising for grants)
5. Number of persons expected to attend (adults and minors): 2,000
6. Will there be alcohol on the premises during the event? No If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Trucks, cars - all other equipment will be on private property
Rental Company: _____
8. Will you need electricity? _____ Yes ☒ No For: _____
Will you need water? _____ Yes ☒ No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

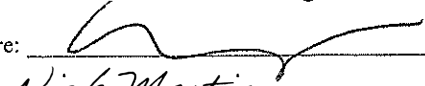
In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in **City Ordinance No. 1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation and Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature:  Date: 12/31/26
City Personnel: Nick Martin Fees Paid: _____ Date: _____ Ck. #: _____

-Office Use Only-

Application Signed/Dated _____ Permit/Deposit Fees _____ Entered in Calendar _____

CITY OF FAIRHOPE
STREET & SPECIAL EVENT CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO
THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

- _____ 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement signed, dated, and fees paid.
- _____ 2. Letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.
- _____ 3. Route/Map of Special Event [Emergency Vehicle access must be provided]
- Estimated Law Enforcement/Personnel Cost: \$ _____
- _____ 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- _____ 5. Proof of liability insurance naming the City of Fairhope as additional insured for date of event requested.
- _____ 6. Signatures from 75% businesses/residents directly affected by the street to be closed.
- _____ 7. Notifications to 100% of businesses & residents within 300 ft. of street to be closed (30 days in advance)

- _____ 8. For South Park Events, signatures from:

Restaurant on Pier: _____ Date: _____

- _____ 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

_____ Law Enforcement Personnel	Provided by: Coastal Alabama Community College	Provided by:
_____ <u>X</u> Barricades	City of Fairhope - trailer of metal barricades	
_____ Staging	Provided by:	
_____ Tents	Provided by:	
_____ Port-o-lets	Provided by:	
_____ Special transportation needs	Provided by:	
_____ <u>X</u> Other: _____	City of Fairhope - trash cans and pick-up service	_____

- _____ 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only

_____ Street closing approved _____ Alcohol approved _____ ABC License if selling alcohol _____ Park/Street permit fees paid

9-24, 10-23, 11-20, 12-18

DATE: 6-23-26

SIGNATURES of BUSINESSES & RESIDENCES

• Thurs Sept 24, 2026 • Fri. Oct 23, 2026

Date of Street Closing: Fri Nov 10, 2026 • Fri Dec 18, 2026 Times: 6AM -- Midnight

Type of Event: Concerts

Street(s) to be closed: School St between Morphy & Fairhope Ave

☒ INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)*

☐ OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street to be closed (12 weeks prior), AND notification to 100% of bus/res along the street to be closed (30 days prior)*

*NOTIFICATIONS MUST BE GIVEN VIA U.S. MAIL, E-MAIL, OR DOOR-TO-DOOR, 4 WEEKS BEFORE TO YOUR EVENT.

ALL SIGNATURES ARE DUE NO LATER THAN 12 WEEKS PRIOR TO EVENT DATE.

NAME	ADDRESS	PHONE	SIGNATURE
Cindy Saxon WAKA	1 S. School St.	(251) 928-6041	Cindy Saxon
Jennie Baggett	53 S. School St	(251) 860-6294	Jennie Baggett
Supreme Davis	63 S School St	251-232-8174	Supreme Davis
Supreme Davis	65 S. School St.	251-232-8174	Supreme Davis
SKIP Wilson	101 S. School St	251-583-0496	SKIP Wilson
Betty Suddeth	107 S. School St	251-597-9769	Betty Suddeth
Joyce TAYLOR	5 South School St	251-533-9743	Joyce Taylor
DAN SOUARD	51 South School	251-278-9972	Dan Souard
Carol Dorgan	59 S School St	251-423-8069	Carol Dorgan

Person(s) responsible for collecting and authenticating above signatures: Name

Manly Bezzeredi
Phone 251-990-0423

Signature: *John Thomas*

Email: john.thomas@fairhopeal.gov

Signature: *Paige Crawford*

[Paige Crawford \(Sep 3, 2026 09:09:09 CDT\)](#)

Email: paige.crawford@fairhopeal.gov

Live At 5 Fall 2026

Final Audit Report

2026-09-03

Created:	2026-08-31
By:	Nick Martin (nicholas.martin@fairhopeal.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsZ8TGS8b1G7rACDUfXm8OCzu7yLsW9-

"Live At 5 Fall 2026" History

-  Document created by Nick Martin (nicholas.martin@fairhopeal.gov)
2026-08-31 - 6:23:05 PM GMT
-  Document emailed to stephanie.hollinghead@fairhopeal.gov for signature
2026-08-31 - 6:24:27 PM GMT
-  Email viewed by stephanie.hollinghead@fairhopeal.gov
2026-08-31 - 8:14:45 PM GMT
-  Signer stephanie.hollinghead@fairhopeal.gov entered name at signing as Stephanie Hollinghead
2026-08-31 - 9:20:51 PM GMT
-  Document e-signed by Stephanie Hollinghead (stephanie.hollinghead@fairhopeal.gov)
Signature Date: 2026-08-31 - 9:20:53 PM GMT - Time Source: server - Signature Appearance Selected: TYPE
-  Document emailed to John Thomas (john.thomas@fairhopeal.gov) for signature
2026-08-31 - 9:20:55 PM GMT
-  Email viewed by John Thomas (john.thomas@fairhopeal.gov)
2026-09-01 - 8:06:02 PM GMT
-  Document e-signed by John Thomas (john.thomas@fairhopeal.gov)
Signature Date: 2026-09-03 - 2:07:07 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE
-  Document emailed to paige.crawford@fairhopeal.gov for signature
2026-09-03 - 2:07:16 PM GMT
-  Email viewed by paige.crawford@fairhopeal.gov
2026-09-03 - 2:08:09 PM GMT
-  Signer paige.crawford@fairhopeal.gov entered name at signing as Paige Crawford
2026-09-03 - 2:09:07 PM GMT



Document e-signed by Paige Crawford (paige.crawford@fairhopeal.gov)

Signature Date: 2026-09-03 - 2:09:09 PM GMT - Time Source: server - Signature Appearance Selected: TYPE



Agreement completed.

2026-09-03 - 2:09:09 PM GMT



Adobe Acrobat Sign



CITY OF FAIRHOPE
AGENDA MEMORANDUM

Item ID: 2026-1185

FROM:	Marcus McDowell, City Attorney
SUBJECT:	Executive Session — To discuss pending and potential litigation; and the consideration the governmental body is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property.
AGENDA DATE:	September 14, 2026

RECOMMENDED ACTION:

That the City Council approves to go into Executive Session.

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):