

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

MONDAY, 27 MARCH 2017 – 4:30 P.M. – COUNCIL CHAMBERS

1. Battles Wharf Area Discussion
2. Budget Discussions
3. Committee Updates
4. Department Head Updates

Next Regular Meeting Monday, April 10, 2017 Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 27 MARCH 2017 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 09 March 2017 Regular City Council Meeting, minutes of 09 March 2017 Work Session, and minutes of 09 March 2017 Agenda Meeting
2. Report of the Mayor
3. Public Participation – Agenda Items
4. Council Comments
5. **Public Hearing** – Application for Lounge Liquor License by Christopher R. Capps for CRC Enterprises, Inc., d/b/a Plow, located at 96 Plantation Pointe, Fairhope, Alabama.
6. Ordinance – An Ordinance Amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a).
7. Resolution – That the City Council approves the selection of Engineering Design Technologies, Inc., for RFQ No. PS018-17, Professional Engineering Services for repairs to Quail Creek Clubhouse, and authorize Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure.
8. Resolution – To Award Bid for Tree Trimming Services 2017 (Bid No. 011-17) with the total bid proposal of \$173.28 Unit Hourly Billing.
9. Resolution – Accepting all of Fairhope’s public utilities located in right-of-ways within Battles Trace at the Colony, Phase 3 for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Teacher’s Retirement System of Alabama.
10. Resolution – Accepting all of Fairhope’s public utilities located in right-of-ways within Azalea at the Colony for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Teacher’s Retirement System of Alabama.
11. Resolution - That the City of Fairhope has voted to purchase a fuel management system, for the Public Works and Golf Departments in the amount of Thirty-Nine Thousand Eight Hundred Eighty Dollars (\$39,880.00), and the requested fuel management system is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract; and therefore, does not have to be let out for bid. The total cost is \$39,880.00. This has been nationally bid through the NJPA’s bid process.
12. Resolution – That certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by receiving bids and being sold to the highest bidder.

13. Resolution – To Award Bid for Maintenance of Elevators (4) City Wide – 2017 (Bid No. 012-17) with the total bid proposal of \$450.00 per Month.
14. Resolution – To Approve the procurement of Flower Plantings for Remainder of Fiscal Year 2017 for the Public Works Department. The total cost is \$90,181.79.
15. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contact with Goodwyn Mills Cawood, Inc. to perform Professional Architectural Services for (Project No. PW007-17) Repairs to Library Structure 2017 for RFQ No. PS016-17 with a not-to-exceed amount of \$49,631.00.
16. Request – Fairhope Arts and Crafts Festival Committee and Foundation – Requesting permission to block streets for their Annual Arts and Crafts Festival on March 16, 17, and 18, 2018; “No Parking After 5:00 p.m.” signs be placed on Thursday morning on March 15th; and adequate City personnel to provide for a successful Festival.
17. Request – Kate Fisher, Eastern Shore Art Association, Inc., approval of a Fundraising Dinner on April 27, 2017 for street closures – Oak Street between Section and Bancroft; from 6:00 p.m. to 11:00 p.m. and use of barricades; alcohol will only be served inside the building pursuant to ABC rules.
18. Application for a Non-Profit Tax Exempt License (Alcoholic Beverage License) by Sharon Dearing for the Eastern Shore Art Association, Inc., for “Puttin’ on the Gritz,” a fundraising dinner to help the art center with its education programs, exhibits, and public art projects, located at 401 Oak Street, Fairhope, Alabama on April 27, 2017 from 6:00 p.m. to 11:00 p.m.
19. Request – Elizabeth Stone, Fairhope Rotary Club Foundation, approval of Rotary Steak Cook-Off on May 12, 2017 for street closures Bancroft between Fairhope Avenue and Morphy; and Johnson Street between Section and Bancroft; from 3:00 p.m. to 11:30 p.m.; and approval to allow alcohol on City streets.
20. Application for a Non-Profit Tax Exempt License (Alcoholic Beverage License) by Chad Clark for The Fairhope Rotary Club Foundation, for the Annual Steak Cook-Off located on Bancroft Street at Fairhope Avenue to Morphy Street, Fairhope, Alabama on May 12, 2017 from 3:00 p.m. to 11:30 p.m.
21. Application for a Special Events License (Alcoholic Beverage License) by John Matus, Jr. for Point Clear Rotary Club, Inc., for the 2017 Taste of Rotary located at 161 North Section Street, Fairhope, Alabama on April 18, 2017 from 6:00 p.m. to 10:00 p.m.
22. Request – Rickie Richey, Lower Alabama Multisport, Inc., for the Jubilee Kids Triathlon requesting permission to block streets (S. Mobile Street and N. Beach Road); use the Park on the South end of the Pier; and use of barricades for the Jubilee Kids’ Triathlon on June 4, 2017 from 7:00 a.m. to 10:00 a.m.

23. Environmental Advisory Board Appointment
24. Personnel Board Appointment
25. Airport Authority Appointments
26. Public Participation
27. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, March 27, 2017 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, March 27, 2017 – Council Chambers**

Next Regular Meeting – Monday, April 10, 2017 - Same Time and Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Thursday, 09 March 2017.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson, Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, City Attorney Marion E. Wynne, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Reverend Denson Freeman, Jr., Rector of St. James Episcopal Church, and the Pledge of Allegiance was recited. Councilmember Brown moved to approve minutes of the 23 February 2017, regular meeting; minutes of the 23 February 2017, work session; minutes of the 23 February 2017, agenda meeting; and minutes of the 27 February 2017, special called meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council and stated she was looking forward to this weekend with the “Opening” of the Manley Road Soccer Complex. Mayor Wilson also said she is looking for opportunities to partner with the City Council with a more positive relationship to move the City forward.

Councilmember Boone moved to amend the agenda by removing Agenda Items Number 12 and Number 13; and moving Public Participation ahead of the Executive Session. Seconded by Councilmember Brown, motions passed unanimously by voice vote.

The following individual spoke during Public Participation on Agenda Items:

- 1) Kellie Eady, Chariot Avenue, addressed the City Council on Agenda Item Number 5: an Ordinance authorizing the Issuance of the Fairhope Airport Authority’s Improvement Refunding Bond, Series 2017. Ms. Eady commented she did not understand the verbiage from the agenda and requested an explanation. Council President Burrell explained this is to refinance the Airport Authority’s debt and for the City to secure the debt. He also stated if the repayment is over the \$320,000.00 City’s appropriation, the Airport Authority would have to pay the overage.

Councilmember Robinson apologized for being late and missing the Work Session and the Agenda Meeting. He also announced the soccer fields grand opening; but said it is also the opening day for youth baseball and girls’ softball.

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Councilmember Robinson stated everyone is asking for more civility between the administration; and he asked for more civility from the citizens. He requested them to bring issues to the Mayor and the Councilmembers; and said he will always be reasonable, but he may differ. He commented we need to move forward for the City.

Councilmember Conyers stated he echoed the comments of Councilmember Robinson. He reminded everyone of the Arts and Crafts Festival; FEEF's Black Box Theatre; and the Spring Fever Chase.

Councilmember Brown mentioned the grand opening of the Manley Road Soccer Complex; and thanked Recreation Director Tom Kuhl and City staff for getting the complex ready for this event. He thanked the Fairhope Single Tax Corporation for their partnership with the City. He also mentioned the Arts and Crafts Festival coming up this weekend too. Councilmember Brown read an e-mail from the Baldwin County Board of Education's Curriculum Director regarding the Guiding Reading Program; and commented that J. Larry Newton School and Fairhope Elementary School will be featured in a Scholastic Education video relating to this reading program.

Councilmember Boone stated that the Fairhope Arts and Crafts Festival is his favorite and invited everyone out for this event.

Council President Burrell said that Fairhope Arts and Crafts Festival is his favorite time of the year.

Councilmember Boone introduced in writing Ordinance No. 1590, an ordinance to authorize the Issuance of the Fairhope Airport Authority's Improvement Refunding Bond, Series 2017; and authorizing Mayor Karin Wilson, the City Treasurer or any other officer of the City to execute, seal, attest and deliver on behalf of the City: the Funding Agreement, an Option Agreement, etc. as may be necessary and appropriate in connection with sale by the Authority of the Series 2017 Bond. In order to take immediate action, Councilmember Boone moved for immediate consideration. Seconded by Councilmember Conyers, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None. Josh Myrick, Attorney for the Airport Authority, addressed the City Council and explained this ordinance is to refinance the 2010 Bond with a fixed interest rate structure. He stated that the Bond Attorney Thomas Longino required attorney opinion letters. Council President Burrell said that if closed by the end of the month the interest rate would be 2.18 percent fixed rate. Councilmember Boone then moved for final adoption of Ordinance No. 1590. Seconded by Councilmember Brown, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

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Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing the Submission of an FY2018 Coastal Planning Grant to the Alabama Department of Conservation and Natural Resources to develop a community education and outreach plan regarding non-point source pollution to help protect the City's watersheds; and authorizing Mayor Karin Wilson to sign all required grant application documents on behalf of the City. This is a 50/50 match with a total project cost estimate of \$40,000.00 (City match with be \$20,000.00 in "in-kind" contributions). Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 2691-17

**AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO
THE ALABAMA DEPARTMENT OF CONSERVATION AND
NATURAL RESOURCES**

WHEREAS, there is a need for the City of Fairhope to develop a community education and outreach plan regarding non-point source pollution to help protect the City's watersheds; and

WHEREAS, there is grant funding available for said community activity through the FY 2018 Coastal Planning Grant Funds administered by the Alabama Department of Conservation and Natural Resources (ADCNR); and

WHEREAS, the total project cost estimate is \$40,000, and the grant request will be \$20,000 with the City contributing a 50% match (\$20,000) in "in-kind" contributions;

THEREFORE, BE IT RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of an FY 2018 Coastal Planning Grant Application to ADCNR requesting \$20,000 in grant funds and authorizes the Mayor to sign the required grant application on behalf of the City.

DONE, under the Seal of the City of Fairhope this 9th day of March, 2017.

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

09 March 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Volkert, Inc. for Professional Engineering Services for ALDOT Project BP-002-282-011 (Const.) ATPAA-018(504), (Utility) SR-181, Additional Lanes from SR-104 to CR-64 Baldwin County; and hereby authorizes Mayor Karin Wilson to negotiate the fee schedule and sign all necessary and appropriate documents required by ALDOT for this project. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 2692-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Volkert, Inc. for Professional Engineering Services for ALDOT Project BP-002-282-011 (Const.) ATPAA-018(504), (Utility) SR-181, Additional Lanes from SR-104 to CR-64 Baldwin County; and hereby authorizes Mayor Karin Wilson to negotiate the fee schedule and sign all necessary and appropriate documents required by ALDOT for this project.

DULY ADOPTED THIS 9TH DAY OF MARCH, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract with Goodwyn Mills Cawood, Inc. to provide Engineer of Record services for RFQ No. PS013-17, Professional Engineering Capacity Study for Gas, Water and Sewer Utilities – Phase I, with a not to exceed \$40,000.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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RESOLUTION NO. 2693-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract with Goodwyn Mills Cawood, Inc. to provide Engineer of Record services for RFQ No. PS013-17, Professional Engineering Capacity Study for Gas, Water and Sewer Utilities – Phase I, with a not to exceed \$40,000.00.

DULY ADOPTED THIS 9TH DAY OF MARCH, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope in order to release any rights it has in those Utility Easements shown on the plat of BELLA FORESTA, recorded at Slide 2305-E, Baldwin County, Alabama, as being on either side of the streets or alleys were the subject of that certain Declaration of Vacation recorded at Instrument 1511790, be declared surplus as referenced and attached as “Exhibit A,”; and that Mayor Karin Wilson is hereby authorized to execute a Quit Claim Deed from the City of Fairhope to (1) unto Paragon Development Group, LLC and (2) unto Ward Management, LLC for the aforementioned Utility Easements. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 2694-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that the City of Fairhope, an Alabama municipal corporation, in order to release any rights it has in those Utility Easements shown on the plat of BELLA FORESTA, recorded at Slide 2305-E, Baldwin County, Alabama, as being on either side of the streets or alleys were the subject of that certain Declaration of Vacation recorded at Instrument 1511790, be declared surplus as referenced and attached as “Exhibit A,”; and that Mayor Karin Wilson is hereby authorized to execute a Quit Claim Deed from the City of Fairhope to (1) unto Paragon Development Group, LLC and (2) unto Ward Management, LLC for the aforementioned Utility Easements.

Adopted on this 9th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

09 March 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a Temporary Construction and Access Easement between the City of Fairhope, a municipal corporation, and Citizens Bank, a corporation, for purposes incidental to the City's sidewalk and drainage improvement project in, upon, over, under, and across that certain real property described in the easement. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 2695-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Karin Wilson is hereby authorized to execute a Temporary Construction and Access Easement between the City of Fairhope, a municipal corporation, and Citizens Bank, a corporation, for purposes incidental to the City's sidewalk and drainage improvement project in, upon, over, under, and across that certain real property described in the easement.

Adopted on this 9th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution accepting the public streets, public right-of-ways, and all of Fairhope's public utilities located in public right-of-ways within Nature Trail, Phase Two for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Smart Living, LLC. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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09 March 2017

RESOLUTION NO. 2696-17

WHEREAS, the Owners of Natures Trail, Phase Two desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2583-A and 2583-B, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Natures Trail, Phase Two, maintenance bonds for the public improvements constructed for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Natures Trail, Phase Two are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Smart Living, LLC (the "Subdivider").

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

Adopted, this 9th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

09 March 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution That the City of Fairhope accepts and approves the proposed name of "Gulley Lane" pursuant to the City's Road Name/Change Petition at the request of Julie Wilkins (owner of Lot 7 on the unnamed road off Maple Street). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 2697-17

WHEREAS, pursuant to the City of Fairhope's Road Name/Change Policy adopted on June 22, 2009 to help with road name selection and changing all or a portion of a road, Julie Wilkins (owner of Lot 7) has petitioned the City of Fairhope to request the currently unnamed road off Maple Street, consisting of 7 home site lots in Fairhope, to be named "Gulley Lane" or with the alternate name of "Sunken Lane".

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City of Fairhope accepts and approves the proposed name of "Gulley Lane" pursuant to the City's Road Name/Change Petition at the request of Julie Wilkins (owner of Lot 7 on the unnamed road off Maple Street).

DULY ADOPTED THIS 9TH DAY OF MARCH, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute the Agreement with the Baldwin County Board of Education regarding the City's donation of \$342,089.00 to the Board for use by the five schools in Fairhope; and used strictly in conformance with the "Approved List" recommended by Fairhope Education Advisory Committee. The motion was seconded by Councilmember Boone. Councilmember Brown explained the recommended list from the Education Advisory Committee ("EAC"). He stated that the EAC met with all of the principals regarding the list; and it has been approved by the Baldwin County Board of Education. Council President Burrell questioned if the list is in agreement with the Akribos Study. Councilmember Brown replied that the recommended list is in line with the Study. After discussion, motion passed unanimously by voice vote.

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RESOLUTION NO. 2698-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute the Agreement with the Baldwin County Board of Education regarding the City's donation of \$342,089.00 to the Board for use in the following schools: Fairhope Elementary, Fairhope Intermediate, Fairhope Middle, Fairhope High and J. Larry Newton. The donated funds are to be used strictly in conformance with the Fairhope Education Advisory Committee's "Approved List" which is attached to the Agreement as "Addendum A"; and with the Agreement.

ADOPTED ON THIS 9TH DAY OF MARCH, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the Governing Body hereby expressly excludes from the hiring freeze and authorizes filling the following position: Authorized full time City Planner. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Council President Burrell stated this was an oversight during the initial hiring freeze.

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09 March 2017

RESOLUTION NO. 2699-17

WHEREAS, the City Council adopted Resolution No. 2690-17 which placed a temporary hiring freeze on authorized positions, open, unaccepted or vacated as of February 27, 2017; and

WHEREAS, the Governing Body expressly excluded from the hiring freeze the authorized full time Police Officer, authorized full time Building Inspector, and authorized part time and seasonal workers; and

WHEREAS, the Governing Body needs to add one additional position to the exclusions for an Authorized full time City Planner.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, the Governing Body hereby expressly excludes from the hiring freeze and authorizes filling the following position: Authorized full time City Planner.

Adopted on this 9th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers moved to grant the request of Casi Callaway, Mobile Baykeeper, requesting permission to block streets and use Park on South end of Pier, North Beach Road, Bayfront Park (pier), and Fountain area for the 2017 Publix Grandman Triathlon on June 3, 2017 (On June 2nd close rose garden no later than 6:00 p.m. and on June 3rd close road entering North Bayfront Park from 5:00 a.m. until the last racer finishes); use of barricades; and permission to serve beer on South Beach Park with all appropriate security after the race pending ABC approval and City's alcoholic beverage application approval. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Brown moved to authorize payment of Hand Arendall Invoices from November and December which total \$20,010.10. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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Council President Burrell stated that the City Council will vote on the Airport Authority appointments one at a time; and these would be handled beginning with the replacement of Tom Scheck and then the other two. Councilmember Burrell stated that Tom Scheck had resigned and the Airport Authority adopted a motion for the Mayor to reappoint Pam Caudill and Vince Booth. He said all nominations from Mayor Wilson are experienced and have great backgrounds.

Mayor Wilson commented we need fresh eyes and read the backgrounds of her nominees. She said the Mayor nominates and the City Council approves. Mayor Wilson commented she appreciates the ones who have served; and has chosen three to fill the positions. She said we have a huge debt to take care of; and these are exemplary applicants. Council President Burrell stated the Airport Authority is highly respected throughout the State for their work with the Airport and for Fairhope.

Councilmember Conyers stated he called all three applicants who are highly qualified and suggested a possible compromise. He said the volunteers have suffered; and suggested approving two of the Mayor's nominations and for one to remain. Councilmember Robinson stated we have five who want to serve; and this is a difficult thing to do. Mayor Wilson said this is her decision and will bring up more nominations if these are not approved. Council President Burrell replied this is a City Council decision and we vote for the applicants.

Councilmember Boone moved to appoint William Bruce to Fairhope Airport Authority for a six-year term ending March 2023. Seconded by Councilmember Brown, motion passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY – None.

Councilmember Conyers moved to appoint Kristine Kiernan to Fairhope Airport Authority for a six-year term ending March 2023. Seconded by Councilmember Robinson, motion failed by the following voice votes: AYE – Conyers and Robinson. NAY – Burrell, Brown, and Boone.

Councilmember Brown moved to appoint Blake Waller to Fairhope Airport Authority for a six-year term ending March 2023. Seconded by Councilmember Conyers, motion failed by the following voice votes: AYE – Conyers and Brown. NAY – Burrell, Robinson, and Boone.

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09 March 2017

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

- 1) Charlotte Bouzigard, 755 Michigan Avenue, addressed the City Council and stated this is a new administration and we should go with the best qualified. We need to do what is best for the City. Ms. Bouzigard mentioned an AL. Com article regarding 2011 dealing with who hires, fires, and disciplines employees. Council President Burrell commented the City Council has not hired anyone and has not fired anyone; and said that other positions could be appointed by the City Council.

She brought up Ray Hix and his business. Councilmember Conyers said that Mr. Hix is a great person and will pay the City money to have hangar which will end up being the City's. Councilmember Robinson once again asked for civility and to not call out names and slander citizens.

- 2) Anne Nix, citizen of Fairhope, addressed the City Council and said she appreciates what the City Council has been doing. Ms. Nix brought up that she had heard that the "City Seal" may be changed; and that on the newsletter are the James P. Nix Center, the "City Seal" has been removed.
- 3) Linda (last name unknown), citizen of Fairhope for 50 years, addressed the City Council and thanked them for the suggested compromise; and then asked when are you going to compromise.
- 4) Reverend Larry Williams, Middle Street, addressed the City Council and said the Mayor is Chief Executive twenty-four hours a day. He said we need to love Fairhope; and commented the Mayor needs to be the Mayor and the Council needs to be the Council.
- 5) Jay Harlan, 410 Wisteria Street, addressed the City Council and said Mayor Wilson was elected for change; and now the "CEO" has a hiring freeze. She commented that some of the Council were elected for change.
- 6) Ron Allen, 6612 Willow Bridge Drive, addressed the City Council and commented we have three new Councilmembers, two incumbent Councilmembers, and one newly elected Mayor. He stated all were elected by the same citizens. Mr. Allen said in
- 7) Nancy Jennings, citizen of Fairhope for 55 years, addressed the City Council and said she loves this Town; and does not like it being in a fight. She said we need a bigger effort to get along. Ms. Jennings requested the credentials for the two members still on the Airport Authority. Council President Burrell said Pam Caudill's qualifications are immense asked Ms. Caudill if she would get with Ms. Jennings regarding same.
- 8) Sonja Bennett, Magnolia Avenue, addressed the City Council and said that Fairhope needs to be unified. Ms. Bennett said she was tired of the bickering and fighting.

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- 9) Unknown Citizen requested that the resumes and applications of all five nominations be posted. Council President Burrell reiterated the City Council has the authority to vote. Mayor Wilson stated I make the nominations.
- 10) Johnny Chaney, citizen of Fairhope, addressed the City Council and recommended a solution by alternating all five of the nominations.
- 11) John Manelos, 104 White Avenue, addressed the City Council and told the story about his trash not being picked up. Mr. Manelos said he called the City and they came out that day; and then, he was called by the Supervisor to make sure everything was handled. Mr. Manelos stated these employees are not protected by the Civil Service. He said experience is good and this is an “at will” State; but continuity is what made this City great. He said the two employees who were let go gave the City years of service and are well respected by this Community.

Mr. Manelos stated that Pam Caudill is a retired Federal Agent who retired with honors and whose integrity has been impugned. He also said that Council President Burrell’s integrity has been impugned; and said employees are concerned about their jobs.
- 12) Bobby Green, Maple Street, addressed the City Council and said the Mayor offered you an olive branch and Councilmember Conyers accepted it. He said three appointment were brought to the Council and two were rejected with no compromise. Council President Burrell stated we have a legal right to accept or to reject. Mr. Green suggested Council President Burrell could have suggested one of the members to step down.
- 13) Tony Pritchett, Trentino Viale, addressed the City Council and commented to Council President Burrell; “you made the decisions and should have recused yourself”. He said this is not non-political; and said “you should not be on the Authority and the City Council.” Council President Burrell replied that the State Statute gives that authority. City Attorney Wynne said State Law reads it will be run by a Board of Directors; and one member of the City Council will be on the Board. He said this is a separate public corporation that operates the Airport.

Councilmember Robinson commented Councilmember Conyers was right regarding a compromise; he voted for one and not for one.

Reverend Williams asked City Attorney Wynne, for the record, should Council President Burrell have recused himself from the vote. City Attorney Wynne responded, “as a City Councilmember he has a duty; and as a member of the Airport Authority he has a duty.”

09 March 2017

At the request of the City Attorney, Marion E. Wynne, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss pending and potential litigation. The approximate time to be in Executive Session is 30 minutes. Councilmember Robinson moved to go into Executive Session. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Exited the dais at 7:38 p.m. Returned at 8:36 p.m.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:37 p.m.

Jack Burrell, 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.,
Delchamps Room, 161 North Section Street,
161 North Section Street, Fairhope, Alabama 36532, on
Thursday, 09 March 2017.

Present were Council President Jack Burrell, Councilmembers: Jimmy Conyers, Robert Brown, and Kevin Boone (arrived at 4:10 p.m.), Mayor Karin Wilson, City Attorney Marion E. Wynne, and City Clerk Lisa A. Hanks. Councilmember Jay Robinson was absent.

Council President Burrell called the meeting to order at 4:05 p.m.

The following topics were discussed:

- Mayor Wilson addressed the City Council and presented a Power Point Presentation for the Budget Review. She mentioned there will be quarterly reviews; each supervisor was engaged with preparation; each department will have its own financial; and there will be a report on two separate entities: City of Fairhope and Fairhope Utilities. See attached Power Point Presentation titles “City of Fairhope Budget Review.” Mayor Wilson also mentioned infrastructure needs: substations for the Electric Department and 16 miles of gas lines for the Gas Department. She mentioned the need for attorney and engineers on staff. Mayor Wilson presented her organizational chart; briefly explained health insurance and the compensation study. She stated a cost of living raise would not be budgeted, but would be put toward merit-based increases.
- Sherry-Lea Botop briefly went over the Office of Economic and Community Opportunity which will Strengthen Communities; Foster Local Talent; Preserve Our Heritage; Communication between City Government and our stakeholders; and Navigate and Connect.
- Mayor Wilson brought up the Hiring and Firing Freeze and stated it was unlawful; a roadblock; and the City cannot afford to take a time out. She commented communication goes both ways; and we need to do what is right for our City.
- Councilmember Boone commented he appreciated the budget being presented.

Councilmember Conyers stated the Library Board is opposed to being under the City.

Council President Burrell said there are options for the Electric upgrades and the Gas Department has approximately 20 years to put in the new piping. He mentioned there has been \$16 million dollars in debt reduction the past four years. Council President Burrell stated City Attorney Wynne, Attorney Marcus McDowell, and Attorney Matt McDonald all agreed that the hiring freeze was not an unlawful act. He said we need to review the budget and make changes pursuant to State law; and the City Council control finances.

Mayor Wilson replied 60 days is a long time; and we need to hire a Planning Tech and a Civil Engineer for Public Works with drainage knowledge.

Council President Burrell stated the authority lies with the Council to approve positions and to fund those positions.

Councilmember Brown questioned if the 43 positions were affected by the budget or the hiring freeze.

Council President Burrell thanked City staff for helping with the budget and for all they do for the City.

- Councilmember Boone mentioned the upcoming Harbor Meeting on Thursday, March 16, 2017.
- Councilmember Brown said the Education Advisory Board's recommendation for the schools is on the agenda tonight to approve the appropriation for \$342,089.00.
- Councilmember Conyers stated that the Library board does not want to be brought into the City. He commented the Fairhope Environmental Advisory Board is recommending that the "Clean Marina" wording is put into the new marina lease.
- Council President Burrell stated the Airport Authority adopted a resolution for refinancing the bond; and an ordinance is on tonight's agenda for the City Council to vote on.
- Electric Superintendent Jimmy Cluster addressed the City Council regarding the tennis lights which have now been ordered.
- Water and Sewer Superintendent Dan McCrory addressed the City Council regarding Church Street and a sewer system found tied into our storm drain is being repaired.
- Gas Superintendent Robert Rohm addressed the City Council regarding the bulkhead and dredging project at the City's marina.
- Assistant Public Works Director Arthur Bosarge addressed the City Council regarding the planning of Arts and Crafts and City staffing.
- Human Resource Director Pandora Heathcoe addressed the City Council regarding the need for five positions that need filling.
- Chief Joe Petties addressed the City Council regarding the planning of Arts and Crafts and the departments responsibilities.
- Chief Chris Ellis addressed the City Council regarding the Fire Department having 82 calls for service last month.
- Mardi Gras and the KOER float that broke down which was quickly cleared. He mentioned the Mystic Mutts of Revelry which has become a large parade; and the need to possibly block off road most of the day.
- Economic and Community Affairs Director Sherry-Lea Botop addressed the City Council on the following items: Arts and Crafts; her new department; and Airport Authority land development.

- Planning Director Wayne Dyess addressed the City Council regarding the Town Hall meeting; and his staff working on amendments for the Zoning Ordinance and the Subdivision Regulations.
- Golf Director Bobby Hall addressed the City Council regarding the upcoming busy season for Quail Creek Golf Course; the Pro Shop being moved to a trailer and his office; and he thanked Jeff Williams for the great greens. He also stated a structural engineer and insurance adjuster met to assess the damage to the Pro Shop/Clubhouse. He also stated the Employee Golf Outting has been cancelled and moved to March 26, 2017; and he mentioned the upcoming FEEF Tournament.
- Purchasing Manager Dan Ames addressed the City Council regarding the Golf Course Pro Shop/Clubhouse and commented a report is expected back next week.
- Recreation Director Tom Kuhl addressed the City Council regarding the Ribbon Cutting at the Manley Road Soccer Complex next Saturday; and announced baseball and softball opening.
- Building Official Erik Cortinas addressed the City Council regarding his department being busy with inspections and permits.
- Operations Director Richard Peterson addressed the City Council and introduced himself; and thanked the City for hiring him.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:34 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

City of Fairhope

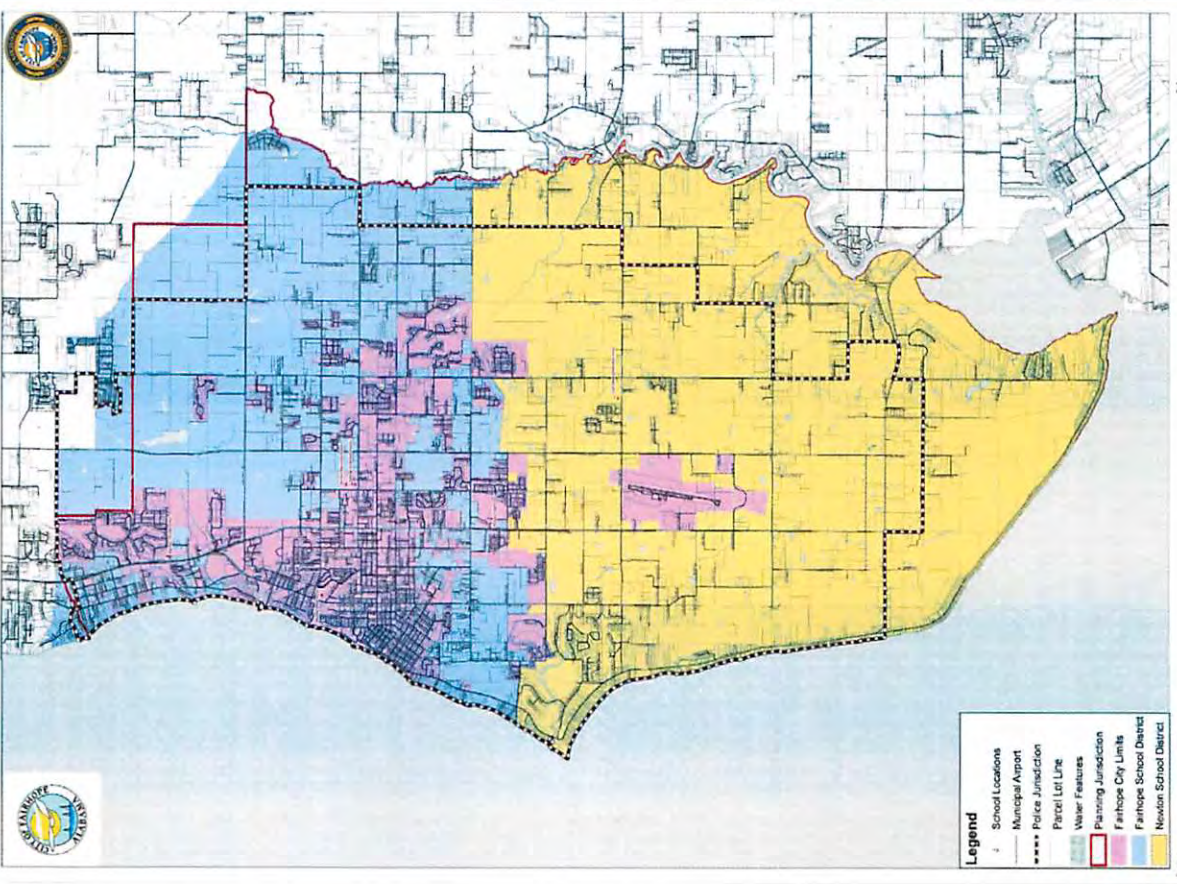
Budget Review

2017 Fiscal Year

New Budget Book

- Supervisor-Engaged
- Transparent Reporting of Financials by Department
- No longer an annual event
- Reported in a Transparent Way

Fairhope City Limits within It's Planning, Police and School Jurisdictions



Legend

- School Locations
- Municipal Airport
- Police Jurisdiction
- Parcel Lot Line
- Water Features
- Planning Jurisdiction
- Fairhope City Limits
- Fairhope School District
- Newton School District

Map prepared by the City of Fairhope, Alabama, in cooperation with the Alabama Department of Transportation. The map is for informational purposes only and does not constitute a contract or warranty of any kind. The City of Fairhope and the Alabama Department of Transportation assume no liability for any errors or omissions on this map. The map is subject to change without notice.

The City's Financial 2016 Reported



Fairhope Public Utilities



Two Separate Entities
Report Independently
Funds needed from Utilities Should Show as Transfers

GF1

	<u>2014</u>		<u>2013</u>	
	<u>REPORTED</u>	<u>ACTUAL AFTER RECLASSES</u>	<u>REPORTED</u>	<u>ACTUAL AFTER RECLASSES</u>
Total Revenues:	\$21,619,450	\$22,267,826	\$20,244,410	\$21,286,716
Total Expenditures:	\$25,378,118	\$26,663,907	\$24,074,079	\$25,505,097
	Included Transfers in with Income		Included Transfers in with Income	
Net Earnings (loss):	\$2,072	(\$4,396,081)	\$151,904	(\$4,218,381)

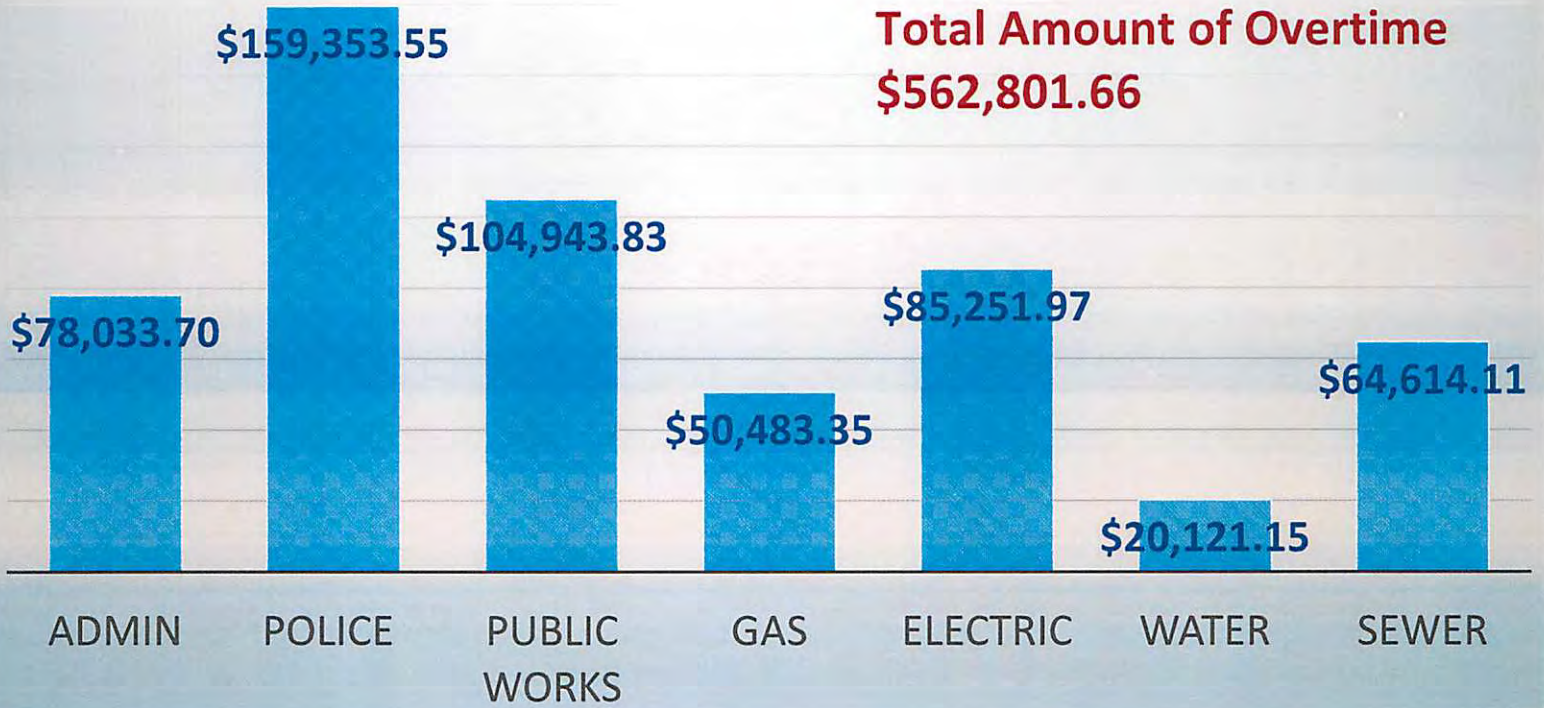
City's Historical Financials

	<u>2016</u>		<u>2015</u>	
	REPORTED	ACTUAL AFTER RECLASSES	REPORTED	ACTUAL AFTER RECLASSES
Total Revenues:	\$24,135,400	\$25,594,292	\$22,406,140	\$25,130,691
Total Expenditures:	\$27,509,376	\$29,816,394	\$24,134,669	\$27,208,777
	Included Transfers in with Income		Included Transfers in with Income	
Net Earnings (loss):	(\$362,860)	(\$4,222,102)	\$543,780	(\$2,078,086)

Funding Opportunities – Ways to Save Money

- Workman's Comp Payout
 - Investing in Training for Efficiency
 - Fleet Management
 - Fuel Management
 - Mechanical Expense
 - Contract Labor
 - Maintenance on Buildings
 - Dispatch and Customer Service Calls
-
- Overtime Management

Overtime by Department



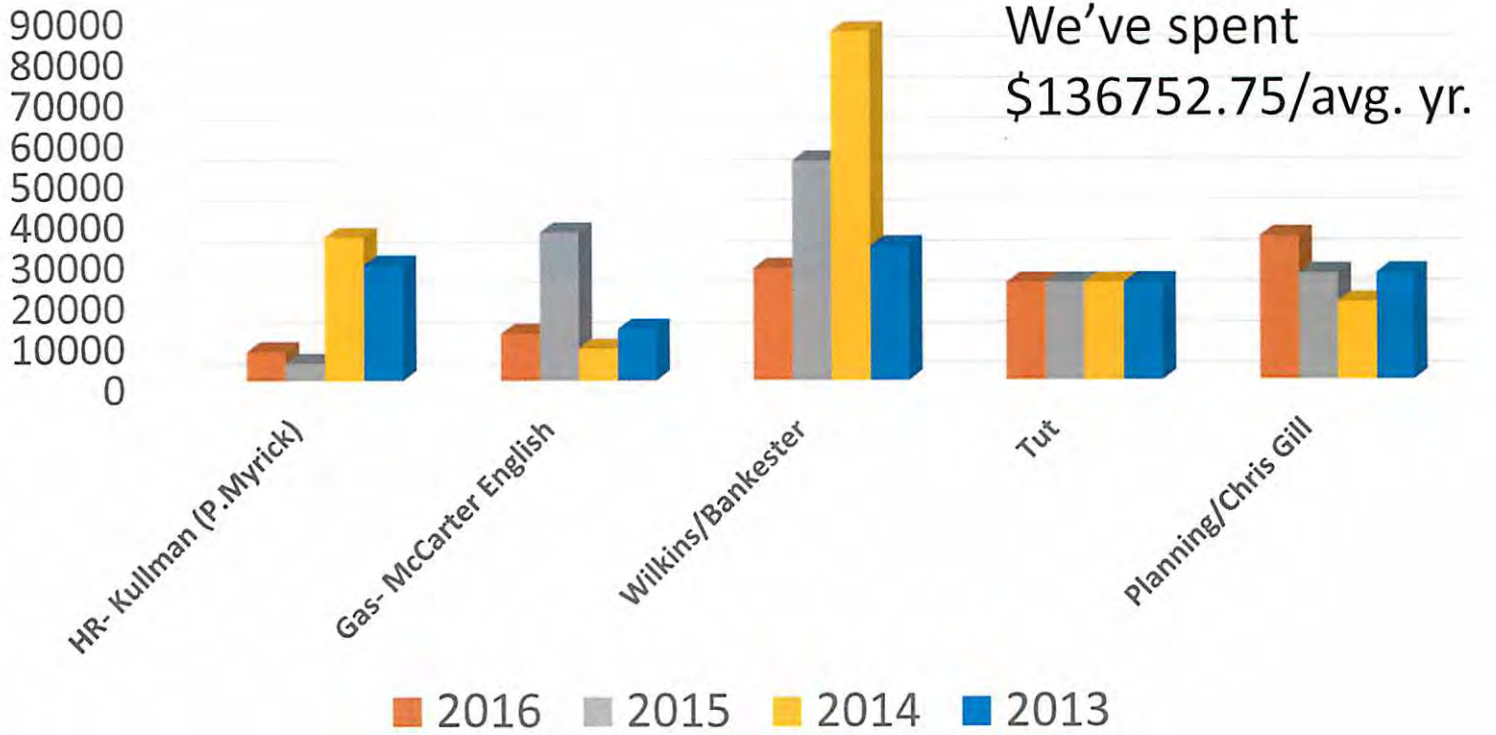
Tree Lighting Expense 2016-2017



Library as a Department of the City

2017 Appropriation	\$858,330.00
Cost City if Ran as Dept	\$586,520.83
Budget to Library	\$118,599.00
Savings Vacation/Holidays, Sick Match City Employees	\$15,000.00
Total Savings City	\$168,210.17
Library Keeps Income	\$75,438.31
Additional Budget Youth & Adult Material	\$50,000.00
Net Savings For City:	\$118,210.17

Municipal Attorneys



Engineering Expense

	PLANNING	PUBLIC WORKS	CAPITAL PROJECTS	UTILITITES
TOTAL FY 2013	16,181.50	50,445.62	61,005.00	386,577.90
TOTAL FY 2014	27,338.73	251,481.13	125,142.36	304,019.29
TOTAL FY 2015	66,552.81	148,940.93	221,196.46	275,999.94
TOTAL FY 2016	48,385.21	260,806.14	201,143.51	36,579.08
TOTAL ALL	58,458.25	711,673.82	608,487.33	1,003,176.21
AVG/YR	~\$40K	~\$178K	~\$152K	Over \$250k

Health Insurance

	2015 ACTUAL	2016 ACTUAL	2017 ESTIMATE	4 YEAR INCREASE
SINGLE				
Monthly	422.16	464.88	581.62	
Annual	5,065.92	5,578.56	6,979.44	
Dollar Change	27.83	42.72	116.74	
% Increase	7%	10%	25%	35%
\$ Increase				\$ 154.36
FAMILY				
Monthly	1,062.45	1,169.97	1,450.37	
Annual	12,749.40	14,039.64	17,404.44	
Dollar Change	70.37	107.52	280.40	
% Change	7%	10%	24%	34%
\$ Increase				\$ 376.50

Personnel Compensation

Pay Increases and Promotions

- Cost of Living
- Merit-based Increases
- Goals, objectives and evaluations
- New Comp Study

Personnel Needs

<u>2016 Salary Budget</u>	<u>2016 Salary Actual</u>	<u>2017 Salary Budget</u>	<u>Adjustments Revised</u>	<u>2017 Salary Budget</u>
13,179,526	13,262,388	13,856,507	\$ 377,376	\$ 14,233,883
			\$ (408,714)	\$ (408,714)
		13,856,507	\$ (31,338)	\$ 13,825,169

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Thursday, 09 March 2017.

Present were Council President Jack Burrell, Councilmembers: Jimmy Conyers, Robert Brown, and Kevin Boone, Mayor Karin Wilson, City Attorney Marion E. Wynne, and City Clerk Lisa A. Hanks. Councilmember Jay Robinson was absent.

Council President Burrell called the meeting to order at 5:34 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Agenda Items Number 12 and Number 13 were requested to be removed from the agenda; and Public Participation will be moved ahead of the Executive Session.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:41 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



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

Handwritten signature

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.

Christopher R. Capps

APPLICANT'S NAME CRC Enterprises, Inc. SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH DOVER, NJ

MAILING ADDRESS 96 PLANTATION POINTE, FAIRHOPE, AL 36532

HOME # _____ WORK # (251) 410-7569

CELL # _____ FAX # _____

RESIDENCE ADDRESS 105 LANCASTER CIR., DAPHNE, AL 36526

NO. YEARS AT PRESENT ADDRESS 4 NO. YEARS AT PREVIOUS ADDRESS 3

PREVIOUS ADDRESS 9364 MARCHAND AVE., DAPHNE, AL 36526

NAME AND ADDRESS OF BUSINESS FLOW
96 PLANTATION POINTE, FAIRHOPE, AL 36532

NAME OF CORPORATION CRC ENTERPRISES, INC. (DBA FLOW)

BUSINESS LOCATION 96 PLANTATION POINTE, FAIRHOPE, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE NO

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

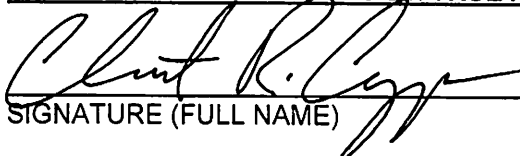
NAME	ADDRESS	PHONE NUMBER
NOELL BROUGHTON	53 N. ANN ST. MOBILE, AL 36604	
MIKE VELASKI	25792 KELDON CT. DAPHNE, AL 36526	
JEANNETTE ABEE	7735 LANDING EAGLE DR. DAPHNE, AL 36526	

City of Fairhope
 Alcoholic Beverage
 License Application
 Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

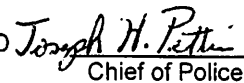
I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


 SIGNATURE (FULL NAME)

2/10/17
 DATE

NOT APPROVED _____ DATE _____
 Chief of Police

NOT APPROVED
 BY COUNCIL _____ DATE _____
 City Clerk

APPROVED  DATE 03-07-17
 Chief of Police

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.



A DIVISION OF CPC NEWS, LLC
PO BOX 1677 • SUMMITER, SC 29150

FOLEY 251.943.2151
The Courier – The Islander
The Onlooker
The Baldwin Times

LEGAL REP -
251-345-6805

**PROOF OF PUBLICATION
STATE OF ALABAMA • BALDWIN COUNTY**

Before me, the undersigned authority in and for said County, in said State, personally appeared April M. Wallace who, by me duly sworn, deposes and says that: she is the Legal Representative of the following newspaper listed below, a newspaper of GENERAL CIRCULATION, PUBLISHED and PRINTED in Baldwin County, Alabama, and that there was published in The Courier, The Islander, The Onlooker, & or The Baldwin Times in the issue/s of:

03/15/2017, 03/22/2017

a legal notice, a copy of which is hereto attached. The sum charged by the Newspaper for said publication does not exceed the lowest classified rate paid by commercial customers for an advertisement of similar size and frequency in the same newspaper(s) in which the public notice appeared.

There are no agreements between the Newspaper and the officer or attorney charged with the duty of placing the attached legal advertising notices whereby any advantage, gain or profit accrued to said officer or attorney.

X Am Wallace
April M. Wallace, Legal Ad Representative

X Amber Kimbler
Amber Kimbler, Notary Public
Baldwin County, Alabama
My commission expires April 10, 2018



AMBER KIMBLER
My Commission Expires
APRIL 10, 2018

Sworn and subscribed to on 03/22/2017.

CHRISTOPHER R. CAPPS CRC ENTERPRISES, INC. (PLOW) – LEGAL ACCOUNT

Acct#: 991622

Ad#: 266390

LL: Plow Visa Pmt App# 706572765619432

Amount of Ad: \$50.00

Legal File# LL: Plow

**NOTICE OF PUBLIC
HEARING PENDING
APPLICATION FOR APPROVAL
OF ISSUANCE OF AN
ALCOHOLIC BEVERAGE LICENSE.**

Notice is hereby given that Christopher R. Capps, CRC Enterprises, Inc. doing business as Plow, located at 96 Plantation Pointe, Fairhope, AL has made application to the Fairhope City Council to approve the issuance of a Lounge Retail Liquor - Class I License by the Alabama Alcoholic Beverage Control Board and that the 27th of March, 2017, at 6:00 p.m. has been set for the hearing thereof at the Fairhope City Council meeting, 161 North Section Street, City Administrative Building. Any interested persons may appear at said time and place and be heard for or against the granting of such approval.
Lisa A. Hanks, MMC
City Clerk
March 15-22, 2017

ORDINANCE NO. _____

**AN ORDINANCE AMENDING ORDINANCE NO. 1572:
FLY CREEK PUD SUNSET PROVISION**

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

Paragraph 3(a) of Ordinance No. 1572 is hereby repealed in its entirety and replaced by the following in lieu thereof:

3. That, Lot 6B (the apartment site) and associated road work of the Fly Creek PUD is subject to the following self-imposed condition by Developer:

- a. Following the expiration of the current moratorium, the developer is required to make application to the Planning Commission for Multiple Occupancy Project site plan approval as soon as is practicable. If the developer has not applied for a building permit for the project on or before 120 days following approval by the Fairhope Planning Commission of the Multiple Occupancy Project site plan, then the ordinance amendment will terminate, and the property will revert back to being governed by the existing PUD ordinance. If the Multiple Occupancy Project site plan is denied, the property will revert back to being governed by the existing PUD ordinance. If the moratorium on subdivision applications is extended beyond its current time limit or if another moratorium on subdivision applications is enacted, this project shall be exempt from any such moratorium.

Severability Clause - if any part, section of 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 27TH DAY OF MARCH, 2017

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1572

Fly Creek – PUD

Page -3-

Wetlands/Creek Buffer: 30' to 50' wetlands/creek bank buffer along Fly Creek as indicated on the Site Plan as “Exhibit A” and further detailed in the project narrative attached as “Exhibit B”.

Setbacks: As indicated on the Site Plan attached as “Exhibit A” and further detailed in the project narrative attached as “Exhibit B”.

3. **That, Lot 6B (the apartment site) and associated road work of the Fly Creek PUD is subject to the following self-imposed conditions by Developer:**
 - a. If the developer has not applied for a building permit for the project on or before the date that is one (1) year from City Council approval of the ordinance amendment, then the ordinance amendment will terminate, and the property will revert back to being governed by the existing PUD ordinance.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Engineering Design Technologies, Inc., for RFQ No. PS018-17, Professional Engineering Services for repairs to Quail Creek Clubhouse, and authorize Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure.

Adopted on this 27th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MAR 10 '17 PM 1:52

ZAW

MEMO

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: February 10, 2017

Re: RFQ No. PS018-17, Professional Engineering Services for Repairs to Quail Creek Clubhouse

The Public Works Department needs to hire a professional consulting firm for RFQ No. PS018-17, Professional Engineering Services for Repairs to Quail Creek Clubhouse.

Per our 'Procedure for Procuring Professional Services For Projects Over \$100K', and per the Mayor's instructions, a RFQ (Request for Qualifications) for the project was issued to those firms chosen by the Mayor to participate in the RFQ.

An evaluation of the responses was conducted by two department heads, and myself, and the results forwarded to the Mayor. The Mayor selected Engineering Design Technologies, Inc., of Spanish Fort, AL.

Please move this request forward to City Council to approve Engineering Design Technologies, Inc., for RFQ No. PS018-17, Professional Engineering Services for Repairs to Quail Creek Clubhouse, and to authorize the Mayor to negotiate a fee schedule and not-to-exceed figure.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

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 Tree Trimming Services 2017 (Bid Number 011-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Tree Trimming Services 2017

[3] After evaluating the bid proposals with the required bid specifications, Burford's Tree, Inc., with the total bid proposal of \$173.28 Unit Hourly Billing, is now awarded the bid for Tree Trimming Services 2017.

Adopted on this 27th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

YAA

City of Fairhope Project Funding Request

Issuing Date 3/10/2017

Please return this Routing Sheet to Treasurer by

MAR 10 '17 PM 1:52

Project Name: Award contract for tree trimming services 2017

Bid No. 011-17

Project Location: City Wide

Presented to City Council: 3/23/2017

Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$173.28 Unit hourly billing
see attached schedule of hourly costs

Providers: Burford's Tree, Inc.
Anniston, AL

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project

General _____ Gas _____ Electric XX _____ Water _____ Sewer _____ Gas Tax _____ Cap. Proj. _____ Impact _____

Division of General Fund Funding This Project

Admin 10 _____ Police 15 _____ Fire 20 _____ Rec 25 _____ Adult Rec 30 _____ Street 35 _____
San 40 _____ Golf 50 _____ Debt Service 85 _____

Expense Code: 003-50365

Revenue Code _____

Project will be: Expensed xx
Capitalized _____

Project Financed By:
Grant: _____ Federal - not to exceed amount
_____ State
_____ City

Project Budgeted: _____

(Over) Under budget amount: _____

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____
Capital Lease: _____ Payment _____ Term _____

Funding: Operating Revenues

City Council prior approval _____

Request received by City Treasurer 3/10/2017

Request approved by City Treasurer *Deborah Smith*

Received by Finance Department 3/10/17

Request approved by Finance Director *[Signature]*

Received by Mayor _____

Request approved by Mayor *[Signature]*

Contact Person: Jimmy Cluster



MEMO

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: March 9, 2017

Re: Requesting City Council approve awarding **Bid No. 011-17, Tree Trimming Services 2017**

The Electric Department needs to acquire tree trimming services. An Invitation to Bid (ITB), **Bid No. 011-17, TREE TRIMMING SERVICES 2017** was issued on February 6, 2017, to multiple vendors. Responses were received until 9:00 AM, March 7, 2017. A bid tabulation and recommendation was composed (see attached). The Recommendation is to award **Bid No. 011-17, TREE TRIMMING SERVICES 2017** to **Burford's Tree, Inc.** in Anniston, Al.

Please place on the next City Council Agenda this request to award Bid No. 011-17, TREE TRIMMING SERVICES 2017 to Burford's Tree, Inc. in Anniston, Al. in the amounts listed on the Bid Tabulation and Recommendation.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

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CITY OF FAIRHOPE

BID TABULATION and Recommendation

BID NUMBER: 011-17

BID NAME: TREE TRIMMING SERVICES 2017

OPENED: March 7 2017, 9:00 a.m.


VENDOR	Non-Collusion/ Proposal Executed /Signed / Notarized	Instructions /Specification Compliance (two crews)	Bid Bond	State Contractor License	Addendum # 1 & 2 signed
BURFORD'S TREE INC.	YES	YES	YES	20672	YES
		Extended Hourly Billing Rate			
LABOR	Hourly Billing				
Crew 1--Foreman/Trimmer (1)	\$25.00	\$37.50			
Ground man (1)	\$16.00	\$24.00			
Crew 2--Bucket Operator/Trimmer (1)	\$21.00	\$31.50			
Ground man (1)	\$16.00	\$24.00			
Knuckleboom Operator (1)	\$21.00	\$31.50			
		Extended Hourly Billing Rate**			
EQUIPMENT	Hourly Billing				
Aerial Squirt Boom, 2WD,>35'	\$10.00	\$10.00			
Aerial Lift, 2WD.,>52'	\$14.00	\$14.00			
Aerial Lift 2WD,>75' Elevator	\$17.00	\$17.00			
Chipper, Disc	\$3.00	\$3.00			
Power Saw	\$0.50	\$0.50			
Brush Saw	\$0.00	\$0.00			
Telescoping Power Saw-20 feet	\$0.00	\$0.00			
Loader Truck, Knuckle Boom	\$29.78	\$29.78			
Total of 1 Unit of Each Total	\$173.28	\$222.78			
Alternate Bid #1: Installation of Strings of Lights in Downtown Trees	NO BID				
**Left blank but confirmed with vendor					
ASPLUNDH TREE EXPERT COMPANY	YES	YES	YES	12871	YES
		Extended Hourly Billing Rate			
LABOR	Hourly Billing				
Crew 1--Foreman/Trimmer (1)	\$32.40	\$48.60			
Ground man (1)	\$25.71	\$38.57			
Crew 2--Bucket Operator/Trimmer (1)	\$30.81	\$46.22			
Ground man (1)	\$25.71	\$38.57			
Knuckleboom Operator (1)	\$30.81	\$46.22			

EQUIPMENT	Hourly Billing	Extended Hourly Billing Rate			
Aerial Squirt Boom, 2WD,>35'	NA	NA			
Aerial Lift, 2WD.,>52'	\$16.64	\$16.64			
Aerial Lift 2WD,>75' Elevator	\$25.64	\$25.64			
Chipper, Disc	\$4.56	\$4.56			
Power Saw	\$0.81	\$0.81			
Brush Saw	\$0.81	\$0.81			
Telescoping Power Saw-20 feet	NA	NA			
Loader Truck, Knuckle Boom	\$48.32	\$48.32			
Total 1 Unit of Each Total	\$242.22	\$314.96			
Alternate Bid #1: Installation of Strings of Lights in Downtown Trees	NO BID				
SPOTSWOOD TREE SERVICE	NO RESPONSE				
TFR ENTERPRISES, INC.	NO RESPONSE				
A ARBORIST ON BOARD TREE SERVICE	NO RESPONSE				
TREE KING TREE SERVICE	NO RESPONSE				
JUBILEE LANDSCAPE, Inc	NO RESPONSE				
CROWDER-GULF	NO RESPONSE				
CHANCELLOR CONSTRUCTION INC.	NO RESPONSE				
W.A.KENDALL & CO INC	NO RESPONSE				

Recommendation: Award to BURFORD'S TREE INC. in the amounts listed in their Bid Response.


 Jimmy Cluster
 Superintendent Electric Department

To my knowledge this is an accurate tabulation


 Daniel P. Ames
 Purchasing Manager

RESOLUTION NO. _____

WHEREAS, the Owners of Battles Trace at the Colony, Phase 3 desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2585-A, 2585-B, and 2585-C accepted for maintenance by the City of Fairhope, Alabama, and;

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

WHEREAS, the Water and Sewer Superintendent has indicated that the improvements meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Battles Trace at the Colony, Phase 3, maintenance bonds for the public improvements constructed for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Battles Trace at the Colony, Phase 3 are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and the Teacher's Retirement System of Alabama (the "Subdivider").

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

Adopted, this 27th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Agreement") is made and entered into by and between THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama and THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama (collectively the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

Recitals:

WHEREAS, the Subdivider is the developer of Battles Trace at the Colony (Phase 3) (the "Subdivision"), which Subdivision is recorded as Instrument Number _____ in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. City to Accept Improvements for Maintenance. Upon performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.

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BY: *CB*

4. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider; and/or
- (b) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

5. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

6. Indemnification. To the extent permitted by the laws and Constitution of the State of Alabama, the Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

7. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

8. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

9. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

10. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

11. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

12. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

13. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

16. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

17. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama

By: [Signature]

As: Director of Construction Development Real Estate Division

Date: September 27, 2016

THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama

By: [Signature]

As: Director of Construction Dev. Real Estate Division

Date: September 27, 2016

THE CITY OF FAIRHOPE, ALABAMA

By: _____

Timothy M. Kant

As Its Mayor

Date: _____

ATTEST:

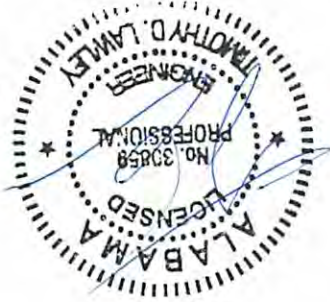
Lisa A. Hanks, City Clerk



Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
31	8" WATER LINE (641-A)	LF	5,000	\$ 13.25	\$ 66,250.00
32	DUCTILE IRON FITTINGS (641-C)	LBS	1,032	\$ 4.75	\$ 4,902.00
33	FIRE HYDRANT (641-D)	EA	7	\$ 3,550.00	\$ 24,850.00
34	8" GATE VALVE (641-J)	EA	9	\$ 1,400.00	\$ 12,600.00
35	CONCRETE FOR WATER LINES (641-L)	CY	10	\$ 142.00	\$ 1,420.00
36	3/4" SERVICE TAP (641-P)	EA	88	\$ 540.00	\$ 47,520.00
	3/4" WATER METER BOX SET (641-Q)	EA	88	\$ 255.00	\$ 22,440.00
	2" FORCE MAIN (645-A)	LF	20	\$ 6.25	\$ 125.00
	3" FORCE MAIN (645-A)	LF	844	\$ 8.55	\$ 7,216.20
37	4" FORCE MAIN (645-A)	LF	2,300	\$ 8.55	\$ 19,665.00
47	DUCTILE IRON FITTINGS (645-C)	LBS	334	\$ 5.90	\$ 1,970.60
	SERVICE TAP & BOX SET (SEWER)	EA	43	\$ 940.00	\$ 40,420.00
	END OF LINE FLUSHING STATION	EA	2	\$ 1,600.00	\$ 3,200.00
	2" SEWER GATE VALVE	EA	1	\$ 725.00	\$ 725.00
	3" SEWER GATE VALVE	EA	7	\$ 850.00	\$ 5,950.00
TOTAL AMOUNT					\$ 259,253.80
30% of Total					\$ 77,776.14

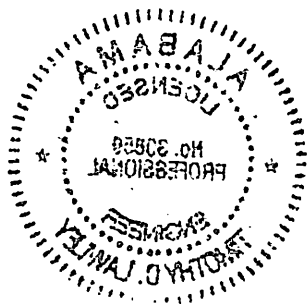
EXHIBIT A
TO THE MAINTENANCE AGREEMENT
ITEMS THAT RSA INTENDS TO DEDICATE TO THE CITY OF FAIRHOPE
FOR MAINTENANCE PURPOSES
 Retirement System of Alabama
 Battles Trace Phase 3
 September 19, 2016



Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any options rendered as to costs, including but not limited to options as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

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TOTAL AMOUNT					\$ 259,253.80
30% of Total					\$ 77,776.14

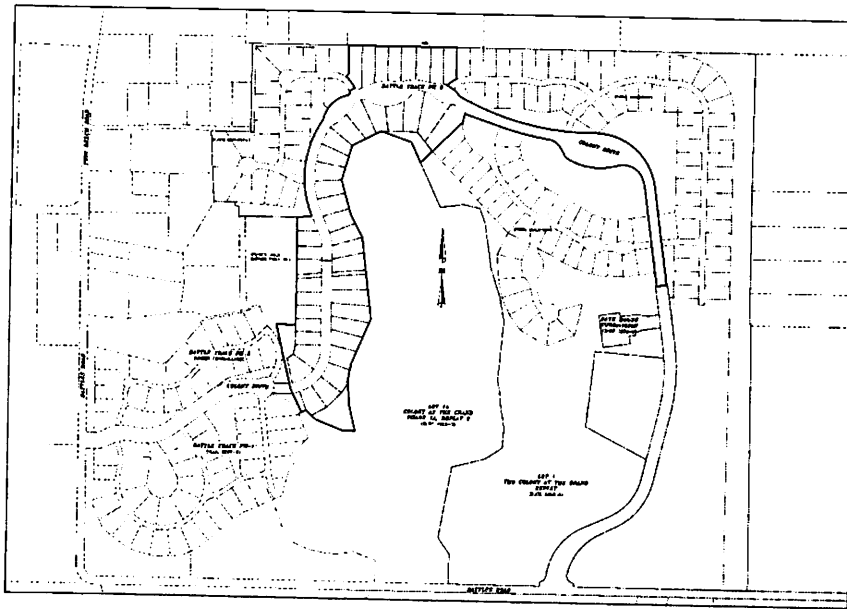
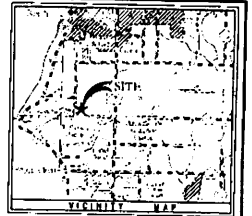
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FOR MAINTENANCE PURPOSES
 Retirement System of Alabama
 Battles Trace Phase 3
 September 19, 2016



MAR 1 '17 PM 4:18

SLIDE 00256-A

BATTLES TRACE AT THE COLONY PHASE 3



- GENERAL NOTES:**
- OWNER:**
- DESIGNER:**
- DATE:**
- SCALE:**
- PROJECT:**
- LOCATION:**
- ADDITIONAL NOTES:**

DESCRIPTION OF BATTLES TRACE AT THE COLONY - PHASE 3

This plan shows the layout of the Battles Trace at The Colony Phase 3, including the proposed road, utility lines, and residential lots. The plan is subject to the approval of the local government and the relevant regulatory agencies.

APPROVALS:

APPROVED BY THE CITY OF DAPHNE, ALABAMA:

APPROVED BY THE DAPHNE CITY COMMISSION:

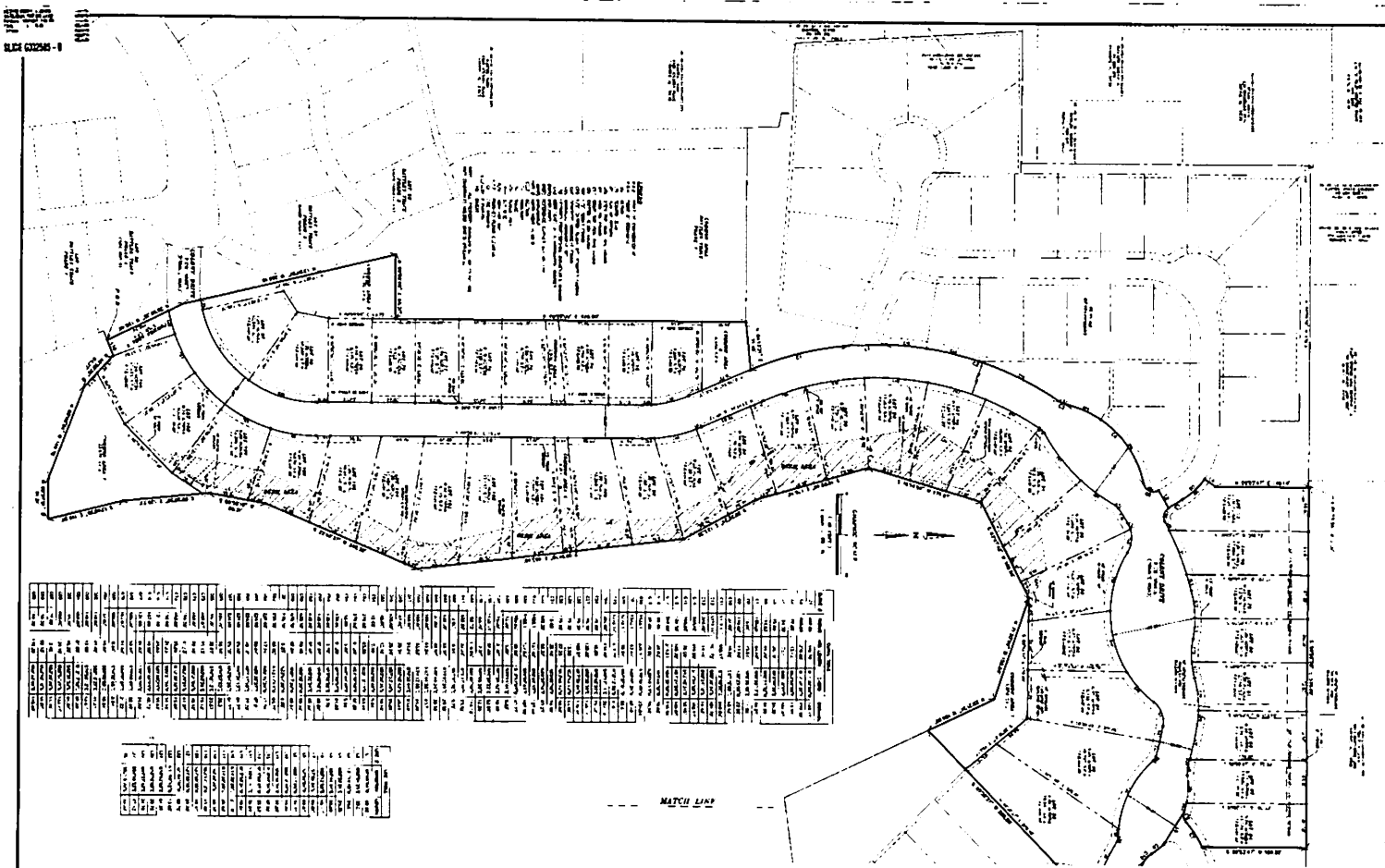
APPROVED BY THE DAPHNE CITY ENGINEER:

APPROVED BY THE DAPHNE CITY PLANNING COMMISSION:

EXEMPTION CERTIFICATION:

This project is exempt from the requirements of the Alabama State Planning Act, Chapter 20A, Title 42, Code of Alabama, 1975, as amended.

	HUTCHINSON, MOORE & RAUCH, LLC 2039 MAIN STREET DAPHNE, ALABAMA 36526 TEL: (251) 678-2828 FAX: (251) 678-8234 daphne@hmr-engineer.com		FINAL PLAT BATTLES TRACE AT THE COLONY PHASE 3 RETIREMENT SYSTEM OF ALABAMA			
			DATE: 12/13/2016 NOT TO SCALE	SHEET NO: 1 OF 3		

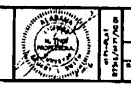


Lot No.	Area	Area	Area
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HUTCHINSON, MOORE & RAUCH, LLC
 2030 MAIN STREET
 DAPHNE, ALABAMA 36526
 TEL (251) 626-2828
 FAX (251) 626-8534
 dhpr@ahtvcrqthn.com



FINAL PLAT			
BATTLES TRACE AT THE COLONY PHASE 3			
RETIREMENT SYSTEM OF ALABAMA			
SCALE	DATE	PROJECT NO.	JOB NO.
1"=60'	10/1/2016	RT	50
DRAWN BY			RT
CHECKED BY			DL
DATE			10/1/2016
SHEET NO.			2 OF 3

SLIDE CROSS-C



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HUTCHINSON, MOORE & RAUCH, LLC
 2050 MAIN STREET
 DAPHNE, ALABAMA 36528
 ENGINEERS & SURVEYORS
 TEL (251) 828-2626
 FAX (251) 828-8834
 egrmra@hmrgrp.com



FINAL PLAT PLAT
 BATTLES TRACE AT THE COLONY PHASE 3
 RETIREMENT SYSTEM OF ALABAMA
 1"=60'
 10/13/2016
 3 OF 3

RESOLUTION NO. _____

WHEREAS, the Owners of Azalea at the Colony desire to have all public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2585-D and 2585-E, accepted for maintenance by the City of Fairhope, Alabama, and;

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

WHEREAS, the Water and Sewer Superintendent has indicated that the improvements meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Azalea at the Colony, maintenance bonds for the public improvements constructed for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Azalea at the Colony are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and the Teacher’s Retirement System of Alabama (the “Subdivider”).

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

Adopted, this 27th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT (this "Agreement") is made and entered into by and between THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama and THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama (collectively the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties").

Recitals:

WHEREAS, the Subdivider is the developer of Azalea at the Colony (the "Subdivision"), which Subdivision is recorded as Instrument Number _____ in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined).

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period. In the event there is any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") of which the City provides the Subdivider with notice on or before the date that is thirty (30) days following the expiration of the Maintenance Period or of which the Subdivider is otherwise aware prior to the expiration of the Maintenance Period, the Subdivider shall remedy such Defect within ten (10) days of its first obtaining knowledge of such Defect (whether from the City or otherwise); provided, however, that in the event such Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect, but in no event in excess of thirty (30) days, so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence.

3. City to Accept Improvements for Maintenance. Upon performance in full by the Subdivider of this Agreement and the expiration of the Maintenance Period, the City shall accept maintenance of the Improvements.



4. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider; and/or
- (b) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

5. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

6. Indemnification. To the extent permitted by the laws and Constitution of the State of Alabama, the Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

7. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

8. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

9. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

10. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

11. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

12. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

13. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

16. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

17. Effective Date. As used herein the term "Effective Date" shall mean and refer to the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

THE TEACHERS' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama

By: 

As: Director of Construction Development Real Estate Division

Date: August 23, 2016

THE EMPLOYEES' RETIREMENT SYSTEM OF ALABAMA, an instrumentality of the State of Alabama

By: 

As: Director of Construction Dev. Real Estate Division

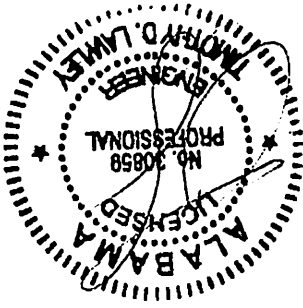
Date: August 23, 2016

THE CITY OF FAIRHOPE, ALABAMA

By: _____
Timothy M. Kant
As Its Mayor
Date: _____

ATTEST:

Lisa A. Hanks, City Clerk

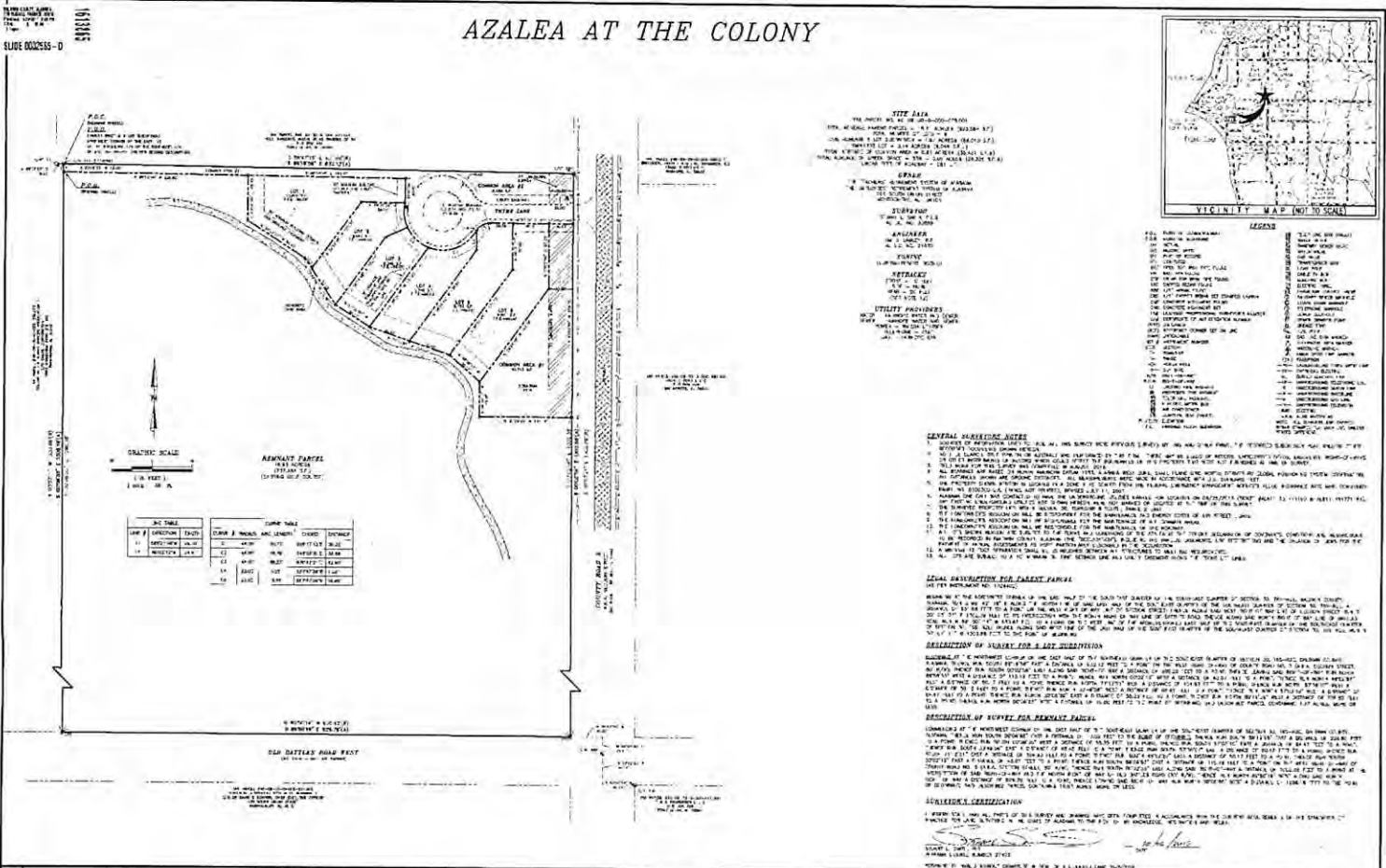


Because the Engineer does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The engineer cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost.

ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
31	8" WATER LINE (641-A)	LF	275	\$ 21.00	\$ 5,775.00
32	FIRE HYDRANT (641-D)	EA	2	\$ 3,350.00	\$ 6,700.00
33	8"X8" TAPPING VALVE & SLEEVE (641-O)	EA	1	\$ 2,500.00	\$ 2,500.00
34	10"X2" TAPPING VALVE & SLEEVE (641-O)	EA	1	\$ 2,500.00	\$ 2,500.00
35	3/4" SERVICE TAP (641-P)	EA	12	\$ 535.00	\$ 6,420.00
36	3/4" WATER METER BOX SET (641-Q)	EA	12	\$ 125.00	\$ 1,500.00
37	2" FORCE MAIN (645-A)	LF	300	\$ 3.50	\$ 1,050.00
47	SERVICE TAP & BOX SET (SEWER)	EA	6	\$ 600.00	\$ 3,600.00
48	END OF LINE FLUSHING STATION	EA	1	\$ 700.00	\$ 700.00
TOTAL AMOUNT					\$ 30,745.00
30% of Total					\$ 9,223.50

EXHIBIT A
TO THE MAINTENANCE AGREEMENT
ITEMS THAT RSA INTENDS TO DEDICATE TO THE CITY OF FAIRHOPE
FOR MAINTENANCE PURPOSES
Retirement System of Alabama
Azalea at the Colony
 August 17, 2016

AZALEA AT THE COLONY



HUTCHINSON, MOORE & RAUCH, LLC
 2039 MAIN STREET
 DAPHNE, ALABAMA
 36528
 TEL: (251) 626-2828
 FAX: (251) 626-6924
 hmo@hutchinsonmoore.com

FINAL PLAT
AZALEA AT THE COLONY
RETIREMENT SYSTEMS OF ALABAMA

DATE: 08/27/2015
 SCALE: 1"=50'
 SHEET NO: 1 OF 2

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase a Fuel Management System for the Public Works and Golf Departments in the amount of Thirty-Nine Thousand Eight Hundred Eighty Dollars (\$39,880.00), and the requested fuel management system is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract; and therefore, does not have to be let out for bid. The total cost is \$39,880.00. This has been nationally bid through the NJPA’s bid process.


Adopted on this 27th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
 Project Funding Request

MAR 20 '17 PM 1:52


Issuing Date 3/17/2017

Please return this Routing Sheet to Treasurer by

3/20/2017

Project Name: Procurement of Fuel Management System

Project Location: Public Works Building & Golf Dept.

Presented to City Council: 3/27/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$21,889.30 Public Works Dept.
\$17,990.70 Quail Creek Golf Course

Providers: Mike Hoffman's Equipment Service Inc.
NJPA Buying Group Contract No. 051613-545

Project Engineer: n/a

Order Date: _____ Lead Time: 4-5 weeks ARO

Department Funding This Project							
General XX	Gas XX	Electric XX	Water XX	Sewer XX	Gas Tax	Cap, Proj.	Impact

Division of General Fund Funding This Project						
Admin 10 _____	Police 15 _____	Fire 20 _____	Rec 25 _____	Adult Rec 30 _____	Street 35 XX _____	Debt Service 85 _____
	San 40 XX _____		Golf 50 XX _____			

Expense Code: <u>001-550-50470</u>	\$17,990.70	Revenue Code _____
various depts. <u>50470</u>	\$21,889.30	
various depts. <u>16030</u>		

Project will be: Expensed xx
 Capitalized _____

Project Financed By:
 Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City

Project Budgeted: _____

(Over) Under budget amount: _____

Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____
 Capital Lease: _____ Payment _____ Term _____

Funding: Operating Revenues

City Council prior approval	_____	
Request received by City Treasurer	<u>3/17/2017</u>	Request approved by City Treasurer <u>Deborah Smith</u>
Received by Finance Department	<u>3/20/17</u>	Request approved by Finance Director <u>W. Calvey</u>
Received by Mayor	<u>3/20/17</u>	Request approved by Mayor <u>[Signature]</u>

Contact Person: Tim Bung / Dan Ames



MEMO

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: March 15, 2017

Re: Request Green Sheet and City Council approvals for procurement of a fuel management system for the Public Works Department.

Public Works Maintenance Supervisor, Tim Bung, has requested the procurement of a fuel management system to assist in his role as fleet manager. Utilizing our access to national buying groups competitive bids, a quotation was received through the NJPA buying group.

The recommendation is to procure the initial fuel maintenance system for the Public Utilities and City Services complex, and the Quail Creek Golf Course, from Mike Hoffman's Equipment Service, Inc., of Mobile, AL. The total cost of this procurement is Thirty-Nine Thousand Eight Hundred Eighty Dollars (\$39,880.00), off the National Joint Powers Alliance (NJPA) buying groups nationally bid contract. (see attached quotation).

Lead time is: Approximately 4-5 weeks, ARO.

Please compose a greensheet and move forward for Council approval, this procurement request for a fuel management system, in the amount of Thirty-Nine Thousand Eight Hundred Eighty Dollars (\$39,880.00), through the NJPA buying group, from Mike Hoffman's Equipment Service, Inc., of Mobile, AL.

Cc, file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer



ENGINEERED BY **syntech**



To Whom this may Concern:

Syn-Tech Systems, Inc. awarded contract No. 051613-SYS with NJPA allows for any government entity, i.e. agency, city, county, state, federal, etc. to use the contract for purchase of FUELMASTER® products and services.

In addition, its certified distributor network is also an integral partner in the Syn-Tech Systems, Inc. fuel management solution. The certified dealer network sells and services FUELMASTER® products. This dealer network also has the direct permission to use the NJPA contract to sell and service FUELMASTER® products.

Listed below is the section referring to the use of the NJPA contract by FUELMASTER Certified Distributors as well:

9d. If applicable is the Dealer Network independent of company owned?

Our distributors are independently owned and operated. However, they are able to utilize the NJPA contract just like our company. This extends the NJPA reach and exposure in all 50 states. Syn-tech Systems, Inc. (FUELMASTER®) has one of the most aggressive networks of distributors nationwide.

If there are additional questions or concerns, please don't hesitate to contact me at (800)888-9136 ext. 1321 or at Barbara.reker@myfuelmaster.com. You can also visit the NJPA website at www.njpacoop.org for more information.

Sincerely,

A handwritten signature in black ink that reads "Barbara Reker".

Barbara Reker
Sales Support Specialist

Mike Hoffman's Equipment Service, Inc.

4109 Halls Mill Road
Mobile, AL 36693

1-800-326-7097

Sales * Service * Installation
General Contractors

Fax: 251-661-9558

NJPA BUYING GROUP
CONTRACT NO. 051613-548

PROPOSAL#: 170131-11

DATE: 01/31/17

F.O.B.:

PAGE #: 1of3

PROPOSAL SUBMITTED TO

CITY OF FAIRHOPE
555 S SECTION STREET
FAIRHOPE, AL 36532

WORK TO BE PERFORMED AT

CITY OF FAIRHOPE
555 S SECTION STREET
FAIRHOPE, AL 36532

Units	Description of Material	Unit Price	Total
	FURNISH AND INSTALL THE FOLLOWING EQUIPMENT AT PUBLIC WORKS BUILDING.		
1	FMU3500 PLUS G :-> PROKEE 2.4 FMU- GRAY	\$7,713.00	\$7,713.00
1	941H0219: > DELIBERANT, WIRELESS, INSTALL KIT-DIRECTIONAL FMU & BUILDING	\$472.50	\$472.50
1	GENERIC PROX CARD READER :-> HID PROXIMITY CARD READER	\$886.50	\$886.50
1	227838A :-> FUELMASTER PLUS WINDOWS SOFTWARE (BOTH SQL SERVER &ACCESS)	\$2,025.00	\$2,025.00
1	941D0120 :-> PROKEE ENCODER, USB	\$526.50	\$526.50
20	172405 :-> PROKEE – BLACK	\$5.24	\$104.80
5	941B0700 :-> AIM 2.4 MODULE ASSY KIT (CHEVY TAHOE)	\$243.00	\$1,215.00
2	GPI 01A SERIES ELECTRONIC DIGITAL METER (FOR FUEL TANKS ON TRUCKS)	\$199.00	\$398.00
	MISC MATERIALS AND FITTINGS	\$475.00	\$475.00
	LABOR FOR INSTALL AT THIS LOCATION	\$1,216.00	\$1,216.00
	FUELMASTER TRAINING FOR BOTH SITES	\$3,500.00	\$3,500.00
	TRAINING AND INSTALL OF AIM UNITS (FUELMASTER SENDS A REP TO YOUR LOCATION TO SHOW PROPER INSTALL OF AIM UNITS ON VEHICLES)	\$3,200.00	\$3,200.00
	S&H	\$157.00	\$157.00

		<p>****10% DISCOUNT ADDED TO ALL FUELMASTER EQUIPMENT****</p> <p>*****ETHERNET MUST BE PROVIDED TO OUR ACCESS POINTS AT EACH LOCATION DONE BY OTHERS*****</p> <p>**** WE WILL NEED (3ea) STATIC IP ADDRESSES PER LOCATION ****</p>	
--	--	--	--

TOTAL = \$ 21,889.30

MIKE HOFFMAN'S EQUIPMENT SERVICE, INC.

ACCEPTED: _____ DATE: _____

COMPANY: _____

BY: _____

This proposal may be withdrawn by us if not accepted within 30 days

www.mikehoffmans.com

TERMS AND CONDITIONS OF SALE

PURCHASER, BY ORDERING ANY OF THE MERCHANDISE SPECIFIED ON THE REVERSE SIDE HEREOF AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF SALE:

ACCEPTANCE: This proposal, when accepted by the Purchaser, will constitute a bona fide contract between us, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. No waiver alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and signed by an executive officer or Sales Manager of MHS. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

PRICE: All prices indicated on the proposal contained on the side hereof are made in good faith: however, from time to time manufacturers change prices without notice to us prior to shipment and/or we mistakenly quote a wrong price to a customer. In the event of such price differential, any increase will automatically be added to purchaser's price and is to be paid by Purchaser and any decrease is subtracted from Purchaser's price.

TAX: Any taxes, including, but not limited to, governmental surcharges, excise taxes, etc. will be added to Purchaser's price and are to be paid by Purchaser.

TERMS OF SALE: All payments are to be made to Mike Hoffman's Equipment Service, Inc. at 4109 Halls Mill Road, Mobile, Alabama 36693. All credit terms must be approved by Seller's Mobile office at the time of entry of order, and are subject to review and

approval during the life of any contract. Terms are for 30 days unless otherwise stated. A credit service charge of 1 ½% per month will be charged on any unpaid balance remaining at the end of every 30 day period. If payment is not made promptly when due, Purchaser also agrees to pay all costs and expenses of collection, including a reasonable attorney's fee. A time payment plan can only be arranged with approval of Seller's Mobile office.

DELIVERY: Delivery promises are contingent upon fire, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. The purchaser shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the purchaser's expense.

WARRANTY POLICY: Equipment furnished as a part of this proposal is warranted by the manufacturers. These warranties are passed through the Seller to the Purchaser according to the manufacturer's policy. There are no warranties which extend beyond the description on the face hereof. There are no warranties express or implied or any affirmation of fact or representation except as set forth herein.

CANCELLATION OR RETURN OF GOODS: Purchaser may cancel an order only upon written approval of Seller and provided Purchaser pays Seller reasonable and proper cancellation charges, based in part on cancellation charges of the manufacturer whose equipment is involved. No merchandise will be accepted for credit unless such written authorization is received from authorized personnel of Seller. Return of material prior to receiving Seller's approval will result in material remaining the property of the Purchaser and will be stored at Purchaser's risk and expense. A handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued Purchaser until credit from the manufacturer has been received for the returned material.

CHANGES: This order may be amended at the request of either party from time to time by written change order signed by both parties, setting for the particular changes to be made and the effect of such changes, on the price and time of delivery.

EXCAVATION: Excavation quotations are based on normal soil conditions. In the event any underground, structures, cables, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of this contract, the Seller shall not be held responsible. Additional const resulting shall be borne by the Purchaser but shall in no case exceed existing rate scales for labor and materials had the quotation originally been based on time and materials. Purchaser shall be responsible for locating all underground utilities prior to start of any excavation work. Finished grades are to be established and verified by the Purchaser.

Flotation: Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for any contamination or loss of product used for ballast.

RELATED WORK: Labor, Material and outside services for electrical, concrete, blacktop or sewer work are not included in proposals unless specified.

PURCHASE MONEY SECURITY INTEREST: Purchaser gives Seller a security interest in the property (collateral) which is subject of this contract. Purchaser also gives the Seller a security interest in the proceeds of any insurance on the collateral.

This contract shall be controlled, construed and enforced in accordance with the laws of the State of Alabama, and the venue of any legal proceedings with respect thereto shall be in Mobile, Mobile County, Alabama whether in Federal District Court or a Court of general jurisdiction in the State of Alabama.

Mike Hoffman's Equipment Service, Inc.

4109 Halls Mill Road
Mobile, AL 36693

1-800-326-7097

Sales * Service * Installation
General Contractors

Fax: 251-661-9558

NJPA BUYING GROUP
CONTRACT NO. 051613-SYS

PROPOSAL#: 173101-22

DATE: 01/31/17

F.O.B.:

PAGE #: 1 of 3

PROPOSAL SUBMITTED TO

WORK TO BE PERFORMED AT

CITY OF FAIRHOPE

555 S SECTION STREET

FAIRHOPE, AL 36532

QUAIL CREEK GOLF COURSE

235 DIVOT LOOP

FAIRHOPE, AL 36532

Units	Description of Material	Unit Price	Total
	FURNISH AND INSTAL THE FOLLOWING ITEMS AT QUAIL CREEK GOLF COURSE FOR THE CITY OF FAIRHOPE		
1	FMU-2500 PLUSG :-> PROKEE MASTER UNIT, GRAY	\$5,839.20	\$5,839.20
1	941H0219 :-> DELIBERANT, WIRELESS, INSTALL KIT-DIRECTIONAL FMU& BUILDING	\$472.50	\$472.50
1	GENERIC PROX READER :-> HID PROXIMITY CARD READER	\$886.50	\$886.50
1	GPI G-PRO SERIES 115 VOLT STANDARD SPEED FUEL PUMP (4 YEAR WARRANTY)	\$600.00	\$600.00
2	WAYNE /G6101D/27AJK/W1 SHELF TOP DISPENSERS WITH 10:1 PULSERS AND EXTERNAL FILTER KIT (1YEAR WARRANTY) INSTALED ON EXISTING TANKS AND PUMP.	\$2,642.50	\$5,285.00
2	CUSTOM STANDS FOR WAYNE DISPENSERS	\$250.00	\$250.00
2	¾ HOSE ASSY TO INCLUDE ¾ X 14 ft HOSE, WHIP HOSE, OPW NOZZEL, SWIVEL AND ONETIME USE BREAK AWAY	\$275.00	\$500.00
2	DECAL KITS FOR GASOLINE AND DIESEL FUEL	\$45.00	\$90.00
	MISC PIPE FOR CONNECTING PUMP TO DISPENSERS AND ELECTRICAL FITTINGS AND WIRE	\$700.00	\$700.00
	LABOR/INSTALL OF FUELMASTER , PUMP /DISPENSERS AND STATE CERTIFIED CALIBRATION	\$3,040.00	\$3,040.00
	S&H FUELMASTER AND DISPENSERS	\$327.50	\$327.50

****10% DISCOUNT ADDED TO ALL FUELMASTER EQUIPMENT****

****ETHERNET MUST BE PROVIDED TO OUR ACCESS POINTS AT EACH LOCATIONS DONE BY OTHERS****

**** WE WILL NEED (3ea) STATIC IP ADDRESSES PER LOCATION ****

THIS PROPOSAL is subject to terms and conditions on back hereof. If accepted, please sign and return original.

TOTAL= \$ 17,990.70

MIKE HOFFMAN'S EQUIPMENT SERVICE, INC.

Payments to be made as follows: _____

ACCEPTED: _____ DATE: _____

COMPANY: _____

BY: _____

This proposal may be withdrawn by us if not accepted within 30 days

www.mikehoffmans.com

TERMS AND CONDITIONS OF SALE

PURCHASER, BY ORDERING ANY OF THE MERCHANDISE SPECIFIED ON THE REVERSE SIDE HEREOF AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF SALE.

ACCEPTANCE: This proposal, when accepted by the Purchaser, will constitute a bona fide contract between us, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. No waiver alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and signed by an executive officer or Sales Manager of MHES. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

PRICE: All prices indicated on the proposal contained on the side hereof are made in good faith: however, from time to time manufacturers change prices without notice to us prior to shipment and/or we mistakenly quote a wrong price to a customer. In the event of such price differential, any increase will automatically be added to purchaser's price and is to be paid by Purchaser and any decrease is subtracted from Purchaser's price.

TAX: Any taxes, including, but not limited to, governmental surcharges, excise taxes, etc. will be added to Purchaser's price and are to be paid by Purchaser.

TERMS OF SALE: All payments are to be made to Mike Hoffman's Equipment Service, Inc. at 4109 Halls Mill Road, Mobile, Alabama 36693. All credit terms must be approved by Seller's Mobile office at the time of entry of order, and are subject to review and

approval during the life of any contract. Terms are for 30 days unless otherwise stated. A credit service charge of 1 ½% per month will be charged on any unpaid balance remaining at the end of every 30 day period. If payment is not made promptly when due, Purchaser also agrees to pay all costs and expenses of collection, including a reasonable attorney's fee. A time payment plan can only be arranged with approval of Seller's Mobile office.

DELIVERY: Delivery promises are contingent upon fire, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. The purchaser shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the purchaser's expense.

WARRANTY POLICY: Equipment furnished as a part of this proposal is warranted by the manufacturers. These warranties are passed through the Seller to the Purchaser according to the manufacturer's policy. There are no warranties which extend beyond the description on the face hereof. There are no warranties express or implied or any affirmation of fact or representation except as set forth herein.

CANCELLATION OR RETURN OF GOODS: Purchaser may cancel an order only upon written approval of Seller and provided Purchaser pays Seller reasonable and proper cancellation charges, based in part on cancellation charges of the manufacturer whose equipment is involved. No merchandise will be accepted for credit unless such written authorization is received from authorized personnel of Seller. Return of material prior to receiving Seller's approval will result in material remaining the property of the Purchaser and will be stored at Purchaser's risk and expense. A handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued Purchaser until credit from the manufacturer has been received for the returned material.

CHANGES: This order may be amended at the request of either party from time to time by written change order signed by both parties, setting for the particular changes to be made and the effect of such changes, on the price and time of delivery.

EXCAVATION: Excavation quotations are based on normal soil conditions. In the event any underground, structures, cables, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of this contract, the Seller shall not be held responsible. Additional cost resulting shall be borne by the Purchaser but shall in no case exceed existing rate scales for labor and materials had the quotation originally been based on time and materials. Purchaser shall be responsible for locating all underground utilities prior to start of any excavation work. Finished grades are to be established and verified by the Purchaser.

Flotation: Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for any contamination or loss of product used for ballast.

RELATED WORK: Labor, Material and outside services for electrical, concrete, blacktop or sewer work are not included in proposals unless specified.

PURCHASE MONEY SECURITY INTEREST: Purchaser gives Seller a security interest in the property (collateral) which is subject of this contract. Purchaser also gives the Seller a security interest in the proceeds of any insurance on the collateral.

This contract shall be controlled, construed and enforced in accordance with the laws of the State of Alabama, and the venue of any legal proceedings with respect thereto shall be in Mobile, Mobile County, Alabama whether in Federal District Court or a Court of general jurisdiction in the State of Alabama.

Mike Hoffman's Equipment Service, Inc.

4109 Halls Mill Road
Mobile, AL 36693

PROPOSAL#: 170131-11

DATE: 01/31/17

F.O.B.:

1-800-326-7097

Sales * Service * Installation
General Contractors

Fax: 251-661-9558

PAGE #: 1 of 3

PROPOSAL SUBMITTED TO

WORK TO BE PERFORMED AT

CITY OF FAIRHOPE

555 S SECTION STREET

FAIRHOPE, AL 36532

CITY OF FAIRHOPE

555 S SECTION STREET

FAIRHOPE, AL 36532

Units	Description of Material	Unit Price	Total
	FURNISH AND INSTALL THE FOLLOWING EQUIPMENT AT PUBLIC WORKS BUILDING.		
1	FMU3500 PLUS G :> PROKEE 2.4 FMU- GRAY	\$8,570.00	\$8,570.00
1	941H0219: > DELIBERANT, WIRELESS, INSTALL KIT-DIRECTIONAL FMU & BUILDING	\$525.00	\$525.00
1	GENERIC PROX CARD READER :> HID PROXIMITY CARD READER	\$985.00	\$985.00
1	227838A :> FUELMASTER PLUS WINDOWS SOFTWARE (BOTH SQL SERVER & ACCESS)	\$2,250.00	\$2,250.00
1	941D0120 :> PROKEE ENCODER, USB	\$585.00	\$585.00
20	172405 :> PROKEE - BLACK	\$5.85	\$117.00
5	941B0700 :> AIM 2.4 MODULE ASSY KIT (CHEVY TAHOE)	\$270.00	\$1,350.00
2	GPI 01A SERIES ELECTRONIC DIGITAL METER (FOR FUEL TANKS ON TRUCKS)	\$199.00	\$398.00
	MISC MATERIALS AND FITTINGS	\$475.00	\$475.00
	LABOR FOR INSTALL AT THIS LOCATION	\$1,216.00	\$1,216.00
	FUELMASTER TRAINING FOR BOTH SITES	\$3,500.00	\$3,500.00
	TRAINING AND INSTALL OF AIM UNITS (FUELMASTER SENDS A REP TO YOUR LOCATION TO SHOW PROPER INSTALL OF AIM UNITS ON VEHICLES)	\$3,200.00	\$3,200.00
	S&H	\$157.00	\$157.00

*****ETHERNET MUST BE PROVIDED TO OUR ACCESS POINTS AT EACH LOCATIONS DONE BY OTHERS*****

**** WE WILL NEED (3ea) STATIC IP ADDRESSES PER LOCATION ****

THIS PROPOSAL is subject to terms and conditions on back hereof. If accepted, please sign and return original.

TOTAL = \$23,328.00

MIKE HOFFMAN'S EQUIPMENT SERVICE, INC.

Payments to be made as follows: _____

ACCEPTED: _____ DATE: _____

COMPANY: _____

BY: _____

This proposal may be withdrawn by us if not accepted within 30 days

www.mikehoffmans.com

TERMS AND CONDITIONS OF SALE

PURCHASER, BY ORDERING ANY OF THE MERCHANDISE SPECIFIED ON THE REVERSE SIDE HEREOF AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF SALE.

ACCEPTANCE: This proposal, when accepted by the Purchaser, will constitute a bona fide contract between us, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. No waiver alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and signed by an executive officer or Sales Manager of MHES. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

PRICE: All prices indicated on the proposal contained on the side hereof are made in good faith: however, from time to time manufacturers change prices without notice to us prior to shipment and/or we mistakenly quote a wrong price to a customer. In the event of such price differential, any increase will automatically be added to purchaser's price and is to be paid by Purchaser and any decrease is subtracted from Purchaser's price.

TAX: Any taxes, including, but not limited to, governmental surcharges, excise taxes, etc. will be added to Purchaser's price and are to be paid by Purchaser.

TERMS OF SALE: All payments are to be made to Mike Hoffman's Equipment Service, Inc. at 4109 Halls Mill Road, Mobile, Alabama 36693. All credit terms must be approved by Seller's Mobile office at the time of entry of order, and are subject to review and approval during the life of any contract. Terms are for 30 days unless otherwise stated. A credit service charge of 1 ½% per month

will be charged on any unpaid balance remaining at the end of every 30 day period. If payment is not made promptly when due, Purchaser also agrees to pay all costs and expenses of collection, including a reasonable attorney's fee. A time payment plan can only be arranged with approval of Seller's Mobile office.

DELIVERY: Delivery promises are contingent upon fire, strikes, accidents or other causes beyond our control. We will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. The purchaser shall make a storage area available to the Seller. Any necessary relocation of equipment or installation materials from this designated area will be at the purchaser's expense.

WARRANTY POLICY: Equipment furnished as a part of this proposal is warranted by the manufacturers. These warranties are passed through the Seller to the Purchaser according to the manufacturer's policy. There are no warranties which extend beyond the description on the face hereof. There are no warranties express or implied or any affirmation of fact or representation except as set forth herein.

CANCELLATION OR RETURN OF GOODS: Purchaser may cancel an order only upon written approval of Seller and provided Purchaser pays Seller reasonable and proper cancellation charges, based in part on cancellation charges of the manufacturer whose equipment is involved. No merchandise will be accepted for credit unless such written authorization is received from authorized personnel of Seller. Return of material prior to receiving Seller's approval will result in material remaining the property of the Purchaser and will be stored at Purchaser's risk and expense. A handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued Purchaser until credit from the manufacturer has been received for the returned material.

CHANGES: This order may be amended at the request of either party from time to time by written change order signed by both parties, setting for the particular changes to be made and the effect of such changes, on the price and time of delivery.

EXCAVATION: Excavation quotations are based on normal soil conditions. In the event any underground, structures, cables, conduit, debris, rock, water or running sand are encountered, destroyed or damaged during the performance of this contract, the Seller shall not be held responsible. Additional cost resulting shall be borne by the Purchaser but shall in no case exceed existing rate scales for labor and materials had the quotation originally been based on time and materials. Purchaser shall be responsible for locating all underground utilities prior to start of any excavation work. Finished grades are to be established and verified by the Purchaser.

Flotation: Purchaser will be responsible for filling all underground storage tanks with liquid ballast immediately upon setting tanks in excavations. The Seller shall not be responsible for any contamination or loss of product used for ballast.

RELATED WORK: Labor, Material and outside services for electrical, concrete, blacktop or sewer work are not included in proposals unless specified.

PURCHASE MONEY SECURITY INTEREST: Purchaser gives Seller a security interest in the property (collateral) which is subject of this contract. Purchaser also gives the Seller a security interest in the proceeds of any insurance on the collateral.

This contract shall be controlled, construed and enforced in accordance with the laws of the State of Alabama, and the venue of any legal proceedings with respect thereto shall be in Mobile, Mobile County, Alabama whether in Federal District Court or a Court of general jurisdiction in the State of Alabama.

Mike Hoffman's Equipment Service, Inc.

MSRP - LIST PRICE

4109 Halls Mill Road
Mobile, AL 36693

PROPOSAL#: 173101-22

DATE: 01/31/17

F.O.B.:

1-800-326-7097

Sales * Service * Installation
General Contractors

Fax: 251-661-9558

PAGE #: 1 of 3

PROPOSAL SUBMITTED TO

WORK TO BE PERFORMED AT

CITY OF FAIRHOPE

555 S SECTION STREET

FAIRHOPE, AL 36532

QUAIL CREEK GOLF COURSE

235 DIVOT LOOP

FAIRHOPE. AL 36532

Units	Description of Material	Unit Price	Total
	FURNISH AND INSTAL THE FOLLOWING ITEMS AT QUAIL CREEK GOLF COURSE FOR THE CITY OF FAIRHOPE		
1	FMU-2500 PLUSG :-> PROKEE MASTER UNIT, GRAY	\$6,485.00	\$6,485.00
1	941H0219 :-> DELIBERANT, WIRELESS, INSTALL KIT-DIRECTIONAL FMU& BUILDING	\$525.00	\$525.00
1	GENERIC PROX READER :-> HID PROXIMITY CARD READER	\$985.00	\$985.00
1	GPI G-PRO SERIES 115 VOLT STANDARD SPEED FUEL PUMP (4 YEAR WARRANTY)	\$600.00	\$600.00
2	WAYNE /G6101D/27AJK/W1 SHELF TOP DISPENSERS WITH 10:1 PULSERS AND EXTERNAL FILTER KIT (1YEAR WARRANTY) INSTALED ON EXISTING TANKS AND PUMP.	\$2,642.50	\$5,285.00
2	CUSTOM STANDS FOR WAYNE DISPENSERS	\$250.00	\$250.00
2	¾ HOSE ASSY TO INCLUDE ¾ X 14 ft HOSE, WHIP HOSE, OPW NOZZEL, SWIVEL AND ONETIME USE BREAK AWAY	\$275.00	\$500.00
2	DECAL KITS FOR GASOLINE AND DIESEL FUEL	\$45.00	\$90.00
	MISC PIPE FOR CONNECTING PUMP TO DISPENSERS AND ELECTRICAL FITTINGS AND WIRE	\$700.00	\$700.00
	LABOR/INSTALL OF FUELMASTER , PUMP /DISPENSERS AND STATE CERTIFIED CALIBRATION	\$3,040.00	\$3,040.00
	S&H FUELMASTER AND DISPENSERS	\$327.50	\$327.50

*****ETHERNET MUST BE PROVIDED TO OUR ACCESS POINTS AT EACH LOCATIONS DONE BY OTHERS*****

**** WE WILL NEED (3ea) STATIC IP ADDRESSES PER LOCATION ****

THIS PROPOSAL is subject to terms and conditions on back hereof. If accepted, please sign and return original.

TOTAL= \$ 18,787.50

MIKE HOFFMAN'S EQUIPMENT SERVICE, INC.

Payments to be made as follows: _____

ACCEPTED: _____ DATE: _____

COMPANY: _____

BY: _____

This proposal may be withdrawn by us if not accepted within 30 days

www.mikehoffmans.com

TERMS AND CONDITIONS OF SALE

PURCHASER, BY ORDERING ANY OF THE MERCHANDISE SPECIFIED ON THE REVERSE SIDE HEREOF AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF SALE.

ACCEPTANCE: This proposal, when accepted by the Purchaser, will constitute a bona fide contract between us, subject to all terms and conditions to follow and to the approval of the Seller's credit manager. It is expressly agreed that there are no promises, agreements, or understandings, oral or written, not specified in this proposal. No waiver alteration or modification of the terms and conditions on this and the other side hereof shall be binding unless in writing and signed by an executive officer or Sales Manager of MHES. If any of these conditions are held invalid the remainder of the conditions shall not be affected thereby.

PRICE: All prices indicated on the proposal contained on the side hereof are made in good faith: however, from time to time manufacturers change prices without notice to us prior to shipment and/or we mistakenly quote a wrong price to a customer. In the event of such price differential, any increase will automatically be added to purchaser's price and is to be paid by Purchaser and any decrease is subtracted from Purchaser's price.

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approval during the life of any contract. Terms are for 30 days unless otherwise stated. A credit service charge of 1 ½% per month will be charged on any unpaid balance remaining at the end of every 30 day period. If payment is not made promptly when due, Purchaser also agrees to pay all costs and expenses of collection, including a reasonable attorney's fee. A time payment plan can only be arranged with approval of Seller's Mobile office.

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This contract shall be controlled, construed and enforced in accordance with the laws of the State of Alabama, and the venue of any legal proceedings with respect thereto shall be in Mobile, Mobile County, Alabama whether in Federal District Court or a Court of general jurisdiction in the State of Alabama.

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:

[SEE ATTACHED LIST OF EQUIPMENT]

SECTION 2. That the Mayor and City Treasurer are hereby authorized and directed to dispose of the personal property owned by the City of Fairhope, Alabama, described in Section 1, above, by receiving bids for such property. All such property shall be sold to the highest bidder, provided, however, that the City Council shall have the authority to reject all bids when, in its opinion, it deems the bids to be less than adequate consideration for the personal property.

ADOPTED AND APPROVED THIS 27TH DAY OF MARCH, 2017

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Surplus Items

List of City of Fairhope Surplus Vehicles/Equipment... for Auction

Item 1P/W – John Deere (Gator)

Hrs. 3341 Has not ran 1 1/2 years

Item 2P/W - John Deere Mower (Diesel)

1435 Series 2 (4WD)

Item 3RES – 1997 Yamaha Golf Cart

S/M JN8-F4236-10

Item 4P/D – 2008 Ford Crown Victoria

Vin. 2FAFP71V58X161584

Miles100.000+ Bad Motor

Item 5 P/D– 2007 Ford Crown Victoria

Vin. 2FAFP1W87X134466

Miles 100.000+ Bad Motor (Parts)

Item 6 Water– 2003 Ford F250 (Gas) 5.4L

Vin. 1FDNX20L13ED58606

Miles 200.000 + Bad Motor

Item 7Meter – 2005 Chev. Colorado

Vin. 1GCCS148958173232

Miles 136000 + Motor Trouble

Item 8P/Z – 2000 Chev. Malibu

Vin. 1G1ND52J5Y6150278

Bad Transmission

Miles 100.000+

Item 9Mech –VBM Automotive Lift

#9000 LBS.

S/N 271764

Item 10P/W –7-4inch and 10 12inch and 20 Flex Form Boards concrete

Item 11P/D – 2006 Ford Crown Victoria
Vin. 2FAP71W06X165533
Miles 157000+ (Parts)

Item 12P/W- 1991 Ford F250 Van
Vin. 1FTHE2SH4MHA49403
Miles 87323 Bad Motor

Item 13Elec- 1983 Generator 200KW
Hrs. 8620 Has not ran in 2 tears

Item 14Gas-2005 Ditch Witch
S/N 5Z0210
Model RT55

Item 15P/W-1981 Chev. Kodak
Vin. 1GM7D1Y6BV1211490
Miles 100.000+
Cat 3208 210 HP Diesel

Item 16F/D–1984 Ford F350 Gas
Vin. 2FDKF37L3ECA10395
Miles 100.000+ Bad Motor

Item 17P/W-1997 Ford F150 Pickup
Vin.1FTDF17WIVNC45044
Miles 100.000+ Bad Motor

Item 18P/W -1992 GMC ½ ton Pickup
Vin. 1GTDC14Z6NE505977
Miles 100.000+ Bad Motor

Item 19P/D- 2009 Ford Crown Victoria
Vin. 2FAHP71V19X143349
Miles 144.000 + Bad Motor

Item 20P/W- 1995 Ford F800
Vin. 1FDYF80EOSVA50426
Miles 118.000 + Bad Motor

Item 21P/W- 2006 International 4200 Model VT365
Vin. 1THMPAFL97H491428
Miles 100.000 + Bad Motor

Item 22P/W-1999 GMC Savana 3500 Van
Vin. 1GJHG39R9X1149442
Miles 100.000 + Bad Motor

Item 23- John Deere Tractor
S/N 5248651
Hrs. 838.6 New Meter

Item 24P/W- 1991 Ford F150 ½ Ton Pickup
Vin. 1FTDF15N3M1XA07060
Miles 100.000 + Bad Motor

Item 25P/W –2009 International 433 M7
Vin. 1HTJTSKL99H056275
Miles 100.000 + Bad Motor

Item 26P/W –2008 International 7400
Vin. 1HTWCAAR48J038943
Miles 100.000 + Bad Motor

Item 27P/W- Caterpillar Tractor Model 416B
S/N 85G001027
Hrs. 8847.3 new meter

Item 28P/W – 2012 John Deere Mower
S/N 1TC7295XKCT240091
Series 2 4WD Diesel

Item 29Rec. -Kubota Mower
S/N 19965
Model RCK72P-28Z

Item 30Mech.– Onan Generator 3 Faze
S/N C372432643
100-ODYD-15/11-99A Hrs. 974.7

Item 31Mech.- 1981 Fork Lift GNS
S/N 126555 6000 lbs.
Model- ACP60H2PS Hrs. 4968.3

Item 32Gas- 2003 Vermeer 5750 With Trailer
S/N 1VRMO822831001164
Combo Unit

Item 33Golf– 1993 Chev. ½ Ton Pickup
Vin. 1GCDC14Z9PE138155
Miles 100.000 + Not Ran in a Year

Item 34Golf – John Deere Mower 72 inch Cut
S/N TC0777CO20142
Model 777

Item 35Golf- Kubota Mower 72 inch Cut
S/N 81619
Model F-2560 Hrs. 1664.8

Item 36Golf- Jacobsen Mower
S/N 67866-00002622
Model 3800 Hrs. 1426.0

Item 37 Golf– Jacobsen Mower (parts)
S/N 67866-00002621
Hrs. 1538.5

Item 38Golf- Turfco Workman (parks)
S/N 0720080112
Model 3200 Hrs. 2788.7

Item 39Golf- Jacobsen Mower (parts)
S/N 62288-00003081

Item 40Golf – Jacobsen Mower (parts)
S/N 62288-00003085

Item 41Golf – Top Dresser
S/N 854115-882123

Item 42 Golf– 2055 Tiger Star
Vin. LSCAB10023A046344
Miles 110.000 not ran in a year

Item 43Golf – Jacobsen Reel-mower
S/N 46701886

Item 44Golf- Ford Tractor
S/N 525714
Model BA414C

Item 45 Golf- Ford Tractor
S/N 00665074
Model Ea2540

Item 46 Gas – Brake Lathe
S/N 6316-869
Model 4000

Item 47 Gas – Wheel Hand Winona Van Norman M3000
S/N 129-593
Model 865350

Item 48 Gas- 1993 Ford F800 Diesel
Vin. 1FDWK8434PVA41068
Miles 56022

Item 49- 4 Pallets of Computers, Fax, Consoles, parts

Item 50- 1 Pallet of Tires

Item 51- 5 Pallets of auto Parts

Item 52 - Branick Brake Bleeder
Model G300

Item 53 - Police Department- Holster, Belts, Signal, Boot Rack, Field Packs, Maglite, Dump Pouch, Flight Gloves, Vest, Coverall, Small Arms Vest, Vehicle Inspection System, Sink.

Item 54- Camera Equipment

Item 55 – Gas Department Wire, Vice, Cutters

Item 56 - Clark, Burnisher
Model 2000 Floor Striper

Item 58- Wall Partition and Bookshelf

Item 59 – 3 Trailer Hitch's

Item 60 – 4 Computer rack's

- Item 61 – Kawasaki Pump
S/N F3170D-Bn22 Don't run
- Item 62- Hotsy Pump
S/N 3456
Model GX 160 Don't run
- Item 63- 3 Boxes of drill bits
- Item 64- 1 box of files
- Item 65- 1- 29 draw nut and bolt box
- Item 66- Wood cabinet 2ft x 5ft x 6ft
- Item 67- 1-12ft wooden shelf
- Item 68- 1-8ft wooden shelf with 15 shelf
- Item 69- 1 S/S 8ft 4 door Refrigerator has been used for 2 years
- Item 70- Welder Systematics
S/N MIG250SM
- Item71- Pallet of Hydraulic Cylinder
- Item72- 2003 Generator 3KW
S/N KA68- 06485
Hrs. 258
- Item73- 1975 DUAA 50ft trailer
Model MR25430C50
S/N 130433
- Item74- AMSUSA 22ft. Trailer

ED HALL
331-1907

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 Maintenance of Elevators (4) City Wide - 2017 (Bid Number 012-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Maintenance of Elevators (4) City Wide – 2017

[3] After evaluating the bid proposals with the required bid specifications, Mowrey Elevator Company of Florida, Inc., with the total bid proposal of \$450.00 per Month, is now awarded the bid for Maintenance of Elevators (4) City Wide - 2017.

Adopted on this 27th day of March, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

COE Project No. 1138

MAR 20 '17 PM 1:52

MAR 20 '17 PM 1:52

[Handwritten Signature]

Issuing Date 3/17/2017

Please return this Routing Sheet to Treasurer by

3/20/2017

Project Name: <u>Award bid for maintenance of elevators (4) - City Wide - 2017</u> <u>1-year contract and two potential 1-year extensions</u>	Bid No. <u>012-17</u>
--	-----------------------

Project Location: City Wide

Presented to City Council: 3/27/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$450.00 per month

Providers: Mowrey Elevator Co of Florida, Inc.
Marianna, FL

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project							
General XX	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project						
Admin 10_XX	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	
San 40	Golf 50	Debt Service 85				

Expense Code: <u>001-10-50360</u>	Revenue Code _____
-----------------------------------	--------------------

Project will be: Expensed xx Project Financed By: _____
 Capitalized _____ Grant: _____ Federal - not to exceed amount

Project Budgeted: _____ _____ State
 _____ City

(Over) Under budget amount: _____ Bond: _____ Title _____ Year _____

Funding: Operating Revenues Loan: _____ Title _____ Year _____
 Capital Lease: _____ Payment _____ Term _____

City Council prior approval _____		Request approved by City Treasurer <u><i>Deborah Smith</i></u>
Request received by City Treasurer <u>3/17/2017</u>		Request approved by Finance Director <u><i>[Signature]</i></u>
Received by Finance Department <u>3/20/17</u>		Request approved by Mayor <u><i>[Signature]</i></u>
Received by Mayor <u>3/20/17</u>		

Contact Person: Dan Ames



MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: March 14, 2017

Re: Request Green Sheet and City Council award of Bid No. 012-17, Citywide Elevator Maintenance 2017, for the Public Works Department

The Public Works Department has requested the procurement of services to maintain City elevators. Bid No. 012-17, Citywide Elevator Maintenance, was issued on February 8, 2017, and opened publicly on March 8, 2017, at 9:00 a.m.

The recommendation is to award the bid to the lowest responsive and responsible bidder, Mowrey Elevator Company of Florida, Inc., of Marianna, FL, for their bid of Four Hundred Fifty Dollars (450.00) per month, to maintain the City's four elevators. See attached bid tabulation.

Please compose a greensheet and move forward for City Council to award Bid No. 012-17, Citywide Elevator Maintenance 2017, to Mowrey Elevator Company of Florida, Inc., of Marianna, FL, for their bid of Four Hundred Fifty Dollars (450.00) per month, to maintain the City's four elevators.

Cc, file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

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CITY OF FAIRHOPE

BID TAB and Recommendation

BID NO: 012-17

BID NAME: CITYWIDE ELEVATOR MAINTENANCE 2017

BID OPENED: MARCH 8, 2017 at 9:00 A.M.

Note: Bid Bond 5% (not required on less than \$10,000)

VENDOR	Bid Proposal Executed / Signed / Notarized	Addenda 1,2,3 signed	Maintenance Service per month	Bid Bond	Per Hour Rate	Other Work Helper	Other Work Technician	Other Work Supervisor
MOWREY ELEVATOR COMPANY OF FLORIDA, INC	yes	yes						
Fairhope LIBRARY, 501 Fairhope Av			\$100.00		Standard rate	\$50.00	\$150.00	\$150.00
Fairhope MUSEUM, 24 N. Section St			\$125.00		Overtime	\$75.00	\$200.00	\$200.00
Fairhope REC CENTER, 803 Greeno Road			\$100.00		Sundays/Holidays	\$75.00	\$200.00	\$200.00
Fairhope PARKING DECK, 8 S Church St			\$125.00					
Total			\$450.00					
Foundation to Roof Repair Inc. dba EDCO SERVICES	yes	yes						
Fairhope LIBRARY, 501 Fairhope Av			\$150.00		Standard rate	\$90.00	\$120.00	\$135.00
Fairhope MUSEUM, 24 N. Section St			\$120.00		Overtime	\$135.00	\$180.00	\$202.50
Fairhope REC CENTER, 803 Greeno Road			\$150.00		Sundays/Holidays	\$135.00	\$180.00	\$202.50
Fairhope PARKING DECK, 8 S Church St			\$190.00					
Total			\$610.00					
OTIS ELEVATOR COMPANY	NO BID							
BAGBY ELEVATOR COMPANY	NO BID							
SCHINDLER ELEVATOR CORPORATION	NO BID							
ENGINEERED COOLING SERVICES	No Response							
SYCAMORE INC.	No Response							
THYSSENKRUPP	No Response							
RAY STRING ELEVATOR, LLC	No Response							
DIVERSIFIED ELEVATOR SERVICE & EQUIPMENT CO. INC.	No Response							
MCDONOUGH CONSTRUCTION RENTALS.INC.	No Response							
KONE, INC	No Response							

Recommendation: Award to lowest bidder, Mowery Elevator Company of Florida, Inc in the amount listed on the Bid Response Form.

To my knowledge this is an accurate Bid Tabulation.


 Lance Cabaniss, Building Maintenance Technician
 3/14/17


 Dan Ames, Purchasing Manager
 3/14/17

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 Flower Plantings for Remainder of Fiscal Year 2017 for the Public Works Department. The total cost is \$90,181.79.

[2] That this procurement is allowed pursuant to Resolution No. 1650-10 adopted in May 2010 that declares flowers as Unique “Like Items” and the extension of this categorization to include any cultivated varieties, differentiated by scientific name. None of the designated “like item” flora exceed the \$15,000.00 bid limit).

Adopted on this 27th day of March, 2017

Timothy M. Kant, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

MAR 23 '17 PM 1:48
ZAH

Issuing Date 3/13/2017

Please return this Routing Sheet to Treasurer by

3/13/2017

Project Name: Procure flower plantings for remainder of FY 2017 for Public Works Dept.

Project Location: City wide

Presented to City Council: 3/27/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$90,181.79
See attached fee schedule, summary and detail

Providers: Billy Harris & Associates
C.J. Ruigrok & Sons
Shore Acres Plant Farm

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project							
General XX	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	XX	Debt Service 85

Expense Code: 1-35-51410 Revenue Code _____
Street Materials & Landscaping

Project will be: Expensed xx Project Financed By:
Capitalized _____ Grant: _____ Federal - not to exceed amount
_____ State
Project Budgeted _____ _____ City

(Over) Under budget amount: _____ Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____
Funding: Operating Revenues Capital Lease: _____ Payment _____ Term _____

City Council prior approval	_____	Request approved by City Treasurer	<i>Deborah Smith</i>
Request received by City Treasurer	<u>3/13/2017</u>	Request approved by Finance Director	<i>[Signature]</i>
Received by Finance Department	<u>3/13/17</u>	Request approved by Mayor	<i>[Signature]</i>
Received by Mayor	<u>3/13/17</u>		

Contact Person: Paul Merchant



MEMO

To: Deborah Smith, Treasurer
From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: March 13, 2017

Re: Greensheet and Council approval for yearly procurement of flowers

The Public Works Department needs to procure flowers for City landscaping, for the remainder of this fiscal year. In agreement with City Council Resolution No. 1650-10, which designated "like item" definitions for flowers, none of the designated, "like item" flora exceed the \$15,000 bid limit (see attached resolution, quotations summary, and detailed quotations).

The cost of the procurement will be Ninety Thousand One Hundred Eighty- One Dollars and Seventy- Nine Cents (\$90,181.79), inclusive of a contingency for unforeseen events. This cost exceeds the limit requiring City Council approval. The vendors are multiple, and the times of procurement will be various, dependent in part, on growing in time. Please construct a greensheet and move this procurement forward to the next available City Council agenda.

Please place on the next available City Council Agenda this request to approve this fiscal year's flower procurements for the Public Works Dept. in the amount of \$90,181.79.

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

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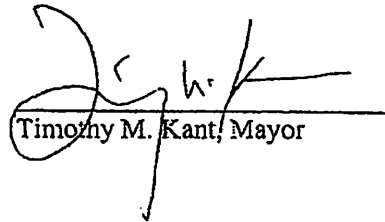
24 May 2010

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.

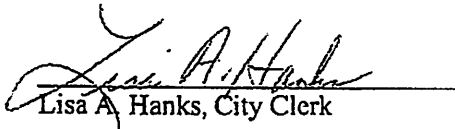
RESOLUTION NO. 1650-10

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 likelihoods. 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 Geranium 'Oscar's Triumph'	<i>Geranium 'Oscar's Triumph'</i>	Lavender	Compact, mounding habit, very floriferous, heat tolerant
2 Impatiens 'Fuchsia'	<i>Impatiens 'Fuchsia'</i>	Blue	Upright, trailing, mounding habit, moderate heat tolerant
3 'Victoria Blue'	<i>Salvia 'Victoria Blue'</i>	Blue	Early, bushy, compact, bloom with first frost, 12" height
4 'Cobalt Blue'	<i>Salvia 'Cobalt Blue'</i>	White	Early, bushy, compact, bloom with first frost, 12" height
5 Geranium 'Tornado White'	<i>Geranium 'Tornado White'</i>	White	Very compact, early flowering, upright bushy habit
6 Geranium 'Tornado Pink'	<i>Geranium 'Tornado Pink'</i>	Pink	Very compact, early flowering, upright bushy habit
7 Geranium 'Tornado Blue'	<i>Geranium 'Tornado Blue'</i>	Blue	Very compact, early flowering, upright bushy habit
8 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
9 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
10 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
11 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
12 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
13 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
14 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
15 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
16 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
17 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
18 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
19 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching
20 Petunia 'New Wave'	<i>Petunia 'New Wave'</i>	Pink	Early flowering, very compact, naturally branching

FLOWER ORDER - REMAINDER OF FY 2017

See attached detail pages

Summer 2017		
C.J. Ruigrok & Sons	Caladiums	2,134.00
C.J. Ruigrok & Sons	Caladiums	2,520.00
C.J. Ruigrok & Sons	Caladiums	2,028.00
	Loss contingency - Summer Season	<u>4,000.00</u>
		10,682.00

Fall 2017		
Billy Harris & Associates	Fall Flowers	14,681.80
Billy Harris & Associates	Fall Flowers	5,016.46
Shore Acres Plant Farm	Mums	4,500.00
C.J. Ruigrok & Sons	Fall Show flowers	11,978.00
	Loss contingency - Fall Season	<u>4,000.00</u>
		40,176.26

Winter 2017		
Billy Harris & Associates	Winter Flowers	1,898.30
Billy Harris & Associates	Winter Flowers	14,479.98
C.J. Ruigrok & Sons	Tulip bulbs - Winter show flowers	10,792.75
	Loss contingency - Winter Season	<u>4,000.00</u>
		31,171.03

Spring 2018		
C.J. Ruigrok & Sons	Tulip Bulbs - Spring Show Flowers	<u>8,152.50</u>
		8,152.50

TOTAL REMAINING FLOWER ORDER FY 2017 \$ 90,181.79

Caladium Quotation	Name	City of Fairhope		
C.J. Ruigrok & Sons	Delivery	F.O.B Florida		
	Supplier	Bates		
	Order No.			
	Order Date			
	Delivery week	2017/16	<i>Summer</i>	
			p/1000	
Product	Quantity	Size	Price	Amount
Caladium Frieda Hemple	1600	Jumbo	\$700.00	\$1,120.00
Caladium Royal Flush	1300	Jumbo	\$780.00	\$1,014.00
Total Amount				\$2,134.00

Req 812

Caladium Quotation	Name	City of Fairhope	41953
C.J. Ruigrok & Sons	Delivery	F.O.B Florida	
	Supplier	Bates	
	Order No.		
	Order Date		
	Delivery week	2017/16	<i>Summer</i>

Product	Quantity	Size	Price	Amount
White Wing	1800	Jumbo	\$1,400.00	\$2,520.00
Total Amount				\$2,520.00

Caladium Quotation	Name	City of Fairhope		
C.J. Ruigrok & Sons	Delivery	F.O.B Florida		
	Supplier	Bates		
	Order No.			
	Order Date			
	Delivery week	2017/16		<i>Summer</i>
			p/1000	
Product	Quantity	Size	Price	Amount
Caladium Red Flash	1800	Jumbo	\$780.00	\$1,404.00
Caladium Tapestry	800	Jumbo	\$780.00	\$624.00
Total Amount				\$2,028.00

Billy Harris & Associates
 5220 Sheppard Drive

Quote

Date	Quote #
3/1/2017	485

Name / Address
City of Fairhope P.O. Drawer 429 Fairhope, Al 36533

Rep	Project

Qty	Description	Unit Cost	Total
	Fall Program 2017 Beds		
	Borders (Proposed ship date 7/25)		
24	288 Cell Tray Tagetes patula Marigold Hot Pak Fire 6-7" 3 pp	23.80	571.20
24	288 Cell Tray Tagetes patula Marigold Hot Pak Gold 6-7" 3pp	23.80	571.20
24	288 Cell Tray Tagetes patula Marigold Hot Pak Orange 6-7" 3pp	23.80	571.20
1	Freight Charges and boxing (Knox)	125.00	125.00
	Fillers (Proposed Ship date 7/25)		
12	84 Cell Tray Euphorbia hybrid Diamond Frost 12-18" 1pp	71.75	861.00
25	84 Cell Tray Nemesia hybrid Sunsatia Lemon 10-14" 1pp	69.60	1,740.00
25	84 Cell Tray Nemesia hybrid Sunsatia Blood Orange 10-14" 1pp	70.85	1,771.25
1	Freight Charges and boxing (4 Star) (Super Save Rates not offered during summer)	651.00	651.00
21	100 Cell Tray Coleus Kiwi Fern 12-20" 1pp	33.50	703.50
21	100 Cell Tray Begonia Unbelievable Lucky Strike 10-14" 1pp	65.00	1,365.00
1	Freight Charges and boxing Knox	112.00	112.00
	Height (Proposed Ship date 7/25)		
11	144 Cell Tray Marigold tagetes patula Garden Joy Yellow 20-24" 1pp	30.45	334.95
11	144 Cell Tray Marigold tagetes patula Garden Joy Orange 20-24" 1pp	30.45	334.95
10	100 Cell Tray Big Bounce White Interspecific Impatiens 20-30" 1pp	51.75	517.50
1	Freight Charges and boxing (Knox)	65.00	65.00
	Downtown around trees (Proposed Ship Date 7/25)		
40	100 Cell Tray pelargonium Brocade Vancouver Centennial 2pp	66.50	2,660.00
1	Freight Charges and boxing (Knox)	135.50	135.50
	Clock (Proposed Ship Date 7/25)		
Phone #	Fax #		
800-297-8727	334-290-0627		
		Total	

Billy Harris & Associates
 5220 Sheppard Drive

Quote

Date	Quote #
3/1/2017	485

Name / Address
City of Fairhope P.O. Drawer 429 Fairhope, AL 36533

Rep	Project

Qty	Description	Unit Cost	Total
17	288 Cell Tray Marigold tagetes patula Durango Yellow 10-12" 3pp (Face)	23.80	404.60
6	288 Cell Tray Marigold tagetes patula Durango Orange 10-12" 3pp (Crown)	23.80	142.80
1	Freight Charges and boxing (Knox)	38.00	38.00
South Mobile Beds (Proposed Ship Date 7/25)			
4	144 Cell Tray Zinnia marylandica Zahara Sunburst 12-18" 1pp	43.45	173.80
9	144 Cell Tray Zinnia hybrid Profusion Fire 14-18" 1pp	43.45	391.05
9	144 Cell Tray Zinnia hybrid Profusion Yellow 14-18" 1pp	43.45	391.05
1	Freight Charges and boxing	50.25	50.25
Phone #	Fax #		
800-297-8727	334-290-0627	Total	\$14,681.80

Billy Harris & Associates

5220 Sheppard Drive

Quote

Date	Quote #
2/27/2017	469

Name / Address
City of Fairhope P.O. Drawer 429 Fairhope, Al 36533

Rep	Project

Qty	Description	Unit Cost	Total
	Fall Program 2017 Boxes and Hanging Baskets and Breast Cancer Awareness		
	White Boxes (Proposed Ship Date 7/25)		
2	Honey Bell National Fall Combo Kit Each kit contains 3 trays of 84 (see below) 1 pp (Bidens Campfire Burst- 84 Cell, Superbells Yellow- 84 Cell and Supertunia Honey-84 Cell)	223.50	447.00
1	Freight Charges and boxing 4 Star	63.00	63.00
	Hanging Baskets (7/11 Proposed Ship Date) 40pp		
16	Honey Bell National Fall Combo Kit Each kit contains 3 trays (see below) (Bidens Campfire Burst- 84 Cell, Superbells Yellow- 84 Cell and Supertunia Honey-84 Cell)	223.50	3,576.00
1	Freight Charges & Boxing (super saver not offered during summer) 4 Star	488.16	488.16
	Breast Cancer Awareness (Proposed Ship Date ?)		
5	100 Cell Tray Petunia Surfinia Heartbeat 12" 1pp	54.00	270.00
1	Freight Charges and Boxing	14.50	14.50
	10% Overages for losses (Proposed Ship Date 9/19)		
6	288 Cell Tray Marigold tagetes Hot Pak Yellow 3 pp	23.80	142.80
1	Freight Charges	15.00	15.00

Phone #	Fax #		
800-297-8727	334-290-0627	Total	\$5,016.46

Company: SHORE ACRES PLANT FARM (www.saplantfarm.com)
11545 BellIngrath Road
Theodcre, AL 36582
Telephone#: (251) 973-1602
Fax (251) 973-0620
E-mail: sales@saplantfarm.com

Invoice

Invoice No: 105684
Invoice Date: 2/28/2017

Sold To: 9288003
CITY OF FAIRHOPE PUBLIC WORK
555 SOUTH SECTION ST
FAIRHOPE, AL 36532
Telephone#: (251) 928-8003

Shp To:

Telephone#:

Vendor #:
SalesRep: 99 SHORE ACRES

Terms: Net 30
PO No.: QUOTEFALL MUMS 2017 *Fall*

LN#	QTY	IC NO	DESCRIPTION	SIZE	UPC NO	PRICE	NET
001	2,000	06-117	6IN GARDEN MUM	6" MUM	846299016	\$2.25	\$4,500.00

Order Total \$4,500.00

Invoice Total \$4,500.00

Racks Delivered _____
Racks Returned _____

Signature _____
Date Signed _____

Billy Harris & Associates
 5220 Sheppard Drive

Quote

Date	Quote #
3/1/2017	Poin -Wint

Name / Address
City of Fairhope P.O. Drawer 429 Fairhope, Al 36533

Rep	Project

Qty	Description	Unit Cost	Total
	Winter 2016 Poinsettia		
	Poinsettias		
5	102 Cell Tray Poinsettia Premium Polar White Ship 8/1	66.30	331.50
1	Freight Charges and boxing 8/1 Ship	80.00	80.00
20	100 Cell Tray Poinsettia Prestige Red 08/22/ Ship	68.34	1,366.80
1	Freight Charges and boxing 8/22 Ship	120.00	120.00

Phone #	Fax #		
800-297-8727	334-290-0627	Total	\$1,898.30

Billy Harris & Associates
 5220 Sheppard Drive

Quote

Date	Quote #
2/28/2017	Winter 2016

Name / Address
City of Fairhope P.O. Drawer 429 Fairhope, Al 36533

Rep	Project

Qty	Description	Unit Cost	Total
	Winter 2016 Program		
	Borders 10/18 Ship		
38	288 Cell Tray Pansy Matrix Pure White	25.98	987.24
38	288 Cell Tray Pansy Dusty Miller Cirrus	25.98	987.24
	Fillers		
90	288 Cell Tray Pansy Matrix Red Blotch 10/18 Ship	25.98	2,338.20
11	288 Cell Tray Dianthus Telstar Crimson 9/26 Ship	29.10	320.10
11	288 Cell Tray Dianthus Telstar White 9/26 Ship	29.10	320.10
	Height		
4	288 Cell Tray Poppies Champagne Bubbles White 9/26 Ship	41.50	166.00
4	288 Cell Tray Poppes Champagne Bubbles Pink 9/26 Ship	41.50	166.00
2	Freight Charges and boxing	57.33	114.66
14	144 Cell Tray Snapdragon Twinnny White 9/26 Ship	30.69	429.66
	Green Boxes		
9	288 Cell Tray Pansy Matrix Red Blotch 10/18 Ship	25.98	233.82
9	288 Cell Tray Pansy Matrix Pure White 10/18 Ship	25.98	233.82
3	288 Cell Tray Dianthus Telstar Crimson 9/26 Ship	29.10	87.30
3	288 Cell Tray Dianthus Telstar White 9/26 Ship	29.10	87.30
	Downtown Around Trees		
19	288 Cell Tray Pansy Matrix Pure White 10/18 Ship	25.98	493.62
18	288 Cell Tray Dianthus Telstar Crimson 09/26 Ship	29.10	523.80
41	Boxing Charges (Wenke Whole Shipment) 10/18 Ship	9.50	389.50
41	Freight Charges (Wenke Whole Shipment) 10/18 Ship	19.42073	796.25
1	Freight Charges and Boxing (Knox Whole Shipment) 09/26 Ship	180.00	180.00
	White Boxes		
Phone #	Fax #		
800-297-8727	334-290-0627	Total	

Billy Harris & Associates
 5220 Sheppard Drive

Quote

Date	Quote #
2/28/2017	Winter 2016

Name / Address
City of Fairhope P.O. Drawer 429 Fairhope, Al 36533

Rep	Project

Qty	Description	Unit Cost	Total
14	102 Cell Tray Geranium Blizzard Red 10/11 Ship	76.50	1,071.00
5	Boxing Charges Sunbelt 10/11 Ship	9.50	47.50
5	Freight Charges Sunbelt 10/11 Ship	38.55	192.75
	Outlying Beds		
40	288 Cell Tray Pansy Delta Wine and Cheese 10/31 Ship	25.98	1,039.20
	Clock		
28	288 Cell Tray Pansy Matrix Pure Yellow	25.98	727.44
14	Boxing Charges Wenke 10/31 Ship	9.50	133.00
14	Freight Charges Wenke 10/31 Ship	22.46429	314.50
	Hanging Baskets 11/07 Ship		
26	128 Cell Tray Pansy Coolwave Morpho	56.60	1,471.60
6	Boxing Charges 11/07 Ship	9.50	57.00
6	Freight Charges 11/07 Ship	35.50	213.00
	10% Overages		
11	288 Cell Tray Pansy Matrix Red Blotch 11/14 Ship	29.58	325.38
1	Freight Charges and boxing	33.00	33.00
Phone #	Fax #		
800-297-8727	334-290-0627	Total	\$14,479.98

FLOWER BULB QUOTE 2017

QUOTE by C.J. RUIGROK & Sons
 Delivery: October 2, 2017

SPRING SHOW Flowers 2017				
Scientific Name	Quantity	Size	Price p/1000	Amount
Tulipa "Salvo"	4,000	12/+	\$ 210.00	\$840.00
Tulipa "Red Impression"	37,500	12/+	\$ 195.00	\$7,312.50
Total				\$8,152.50
WINTER SHOW Flowers 2017				
Tulipa "Golden Parade"	22,000	12/+	\$205.00	\$4,510.00
Tulipa "Tom Pouce"	4,000	12/+	\$215.00	\$860.00
Narcissus "Carlton"	1,700	16/+	\$490.00	\$833.00
Narcissus "Las Vegas"	1,200	16/+	\$500.00	\$600.00
Narcissus "Te-a-tate"	2,000	12/+	\$175.00	\$350.00
Narcissus "Topolino"	6,000	10/+	\$175.00	\$1,050.00
Hyacinthus "Atlantic"	1,575	17/18	\$450.00	\$708.75
Hyacinthus "Delft Blue"	1,125	17/18	\$440.00	\$495.00
Hyacinthus "Pink Pearl"	3,150	17/18	\$440.00	\$1,386.00
Trail Bulbs				
Tulipa "Banja Luka"	500	12/+	N/C	\$0.00
Tulipa "Apeldoorn's Elite"	500	12/+	N/C	\$0.00
Hyacinthus "Jan Bos"	225	17/18	N/C	\$0.00
Total				\$10,792.75
FALL SHOW Flowers 2017				
Narcissus papyraeaceus "Ziva"	9,500	16/17	\$414.00	\$3,933.00
Tulipa "Pink Impression"	22,000	12/+	\$205.00	\$4,510.00
Narcissus "Dutch Master"	7,000	16/+	\$505.00	\$3,535.00
				\$11,978.00
TOTAL QUOTE				\$30,923.25

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contact with Goodwyn Mills Cawood, Inc. to perform Professional Architectural Services for (Project No. PW007-17) Repairs to Library Structure 2017 for RFQ No. PS016-17 with a not-to-exceed amount of \$49,631.00.

DULY ADOPTED THIS 27TH DAY OF MARCH, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

MAR 23 '17 PM 1:48

Issuing Date 3/10/2017

Please return this Routing Sheet to Treasurer by

MAR 23 '17 PM 1:48

Project Name: Award contract for professional architectural services for repairs to Library Structure 2017 Proj No. PW007-17

Project Location: Fairhope Public Library building

Presented to City Council: 3/27/2017 Approved _____ Changed _____ Rejected _____
L1

Project Cash Requirement Submitted for Approval: Cost: \$49,631.00
See attached fee schedule

Providers: Goodwyn Mills Cawood Inc.

Project Engineer: Goodwyn Mills Cawood Inc.

Order Date: _____ Lead Time: n/a

Department Funding This Project							
General XX	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	Impact

Division of General Fund Funding This Project							
Admin 10__XX__	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	San 40	Golf 50

Expense Code: 001-100-50375 Revenue Code _____

Project will be: Expensed xx
Capitalized _____

Project Financed By:
Grant: _____ Federal - not to exceed amount
_____ State
_____ City

Project Budgeted: _____

(Over) Under budget amount: _____

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____
Capital Lease: _____ Payment _____ Term _____

Funding: Operating Revenues

City Council prior approval	_____	Request approved by City Treasurer	<u>Robert Smith</u>
Request received by City Treasurer	<u>3/10/2017</u>	Request approved by Finance Director	<u>[Signature]</u>
Received by Finance Department	<u>3/10/17</u>	Request approved by Mayor	<u>[Signature]</u>
Received by Mayor	<u>3/13/17</u>		

Contact Person: Jimmy Cluster



MEMO

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*
Daniel P. Ames, Purchasing Manager

Date: February 10, 2017

Re: RFQ No. PS016-17, Professional Architectural Services for Project No. PW007-17 Repairs to Library Structure 2017

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

The Public Works Department needs to hire a professional consulting firm for RFQ No. PS016-17, Professional Architectural Services for Project No. PW007-17 Repairs to Library Structure 2017.

Per our 'Procedure for Procuring Professional Services For Projects Over \$100K', and per the Mayor's instructions, an RFQ (Request for Qualifications) for the project was issued to those firms chosen by the Mayor to participate in the RFQ.

An evaluation of the responses was conducted by two department heads, and myself, and the results forwarded to the Mayor. The Mayor selected Goodwyn Mills Cawood, Inc., of Fairhope, AL.

By resolution No. 2682-17, City Council approved the Mayor to negotiate a fee schedule and not-to-exceed figure (see attached fee schedule and not-to-exceed figure of Forty- Nine Thousand Six Hundred Thirty-One Dollars (\$49,631.00).

Please move this request forward to City Council to authorize the Mayor to execute the associated contract with Goodwyn Mills Cawood, Inc. for RFQ No. PS016-17, Professional Architectural Services for Project No. PW007-17 Repairs to Library Structure 2017, incorporating the attached fee schedule and not-to-exceed figure of \$49,631.00.

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



February 28, 2017

Dan Ames
Purchasing Manager
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

Via E-mail

RE: THE CITY OF FAIRHOPE LIBRARY ROOF AND ENVELOPE DISCOVERY, TESTING and REPORTING

Dear Dan,

In accordance with your request, GMC is pleased to furnish this proposal to investigate the causes of water leakage into the City of Fairhope Library. It is understood the library has experience multiple water infiltration issue for a long period of time. Prior to any testing, GMC, The City of Fairhope and library staff will meet to review the library schedule, discuss and agree upon the order and process of areas to be investigated. This will allow library staff to coordinate interior access and minimize the impact on patrons and staff during the testing process.

The scope of work identified in this proposal is based upon site visits with GMC, BLI & T, LA Research & Engineering and the City of Fairhope. Based on the visual field investigations we have identified the following locations of possible water infiltration into the building

IDENTIFIED WATER INFILTRATION LOCATIONS:

- Area 1:** One water leakage area computer class room 129 ceiling.
- Area 2:** Multiple water leakage areas reading room 104 north elevation below storefront windows.
- Area 3:** Multiple water leakage areas non-fiction room 123 at entry and along south wall.
- Area 4:** One water leakage area study room 124 ceiling.
- Area 5:** One water leakage area biography room 126 ceiling by bay window.
- Area 6:** One water leakage area study room 122 ceiling.
- Area 7:** Multiple water leakage areas young adults' room 120 east radius window.
- Area 8:** One water leakage area storage room 116 ceiling.
- Area 9:** One water leakage area storage room 115 ceiling.
- Area 10:** One water leak support room 113 ceiling.
- Area 11:** Multiple water leakage areas entry hall room 109 ceiling by preschool room 110.
- Area 12:** Multiple water leakage areas multipurpose room 102 ceiling along stage and storage rooms.
- Area 13:** Multiple water leakage areas room 148 ceiling.
- Area 14:** One water leakage area mechanical room 115 north wall.
- Area 15:** One water leakage area west end corridor 202 ceiling along north wall.
- Area 16:** One water leakage area below lobby 101 open stair radius curtain wall window.
- Area 17:** Efflorescence forming on interior brick and trim below south porte cochere parapet and roof.
- Area 18:** Multiple water leakage & damage areas west porte cochere ceiling and parapet wall.



SCOPE OF WORK:

Phase 1

Exterior Walls, Windows and Vertical Construction:

GMC & our consultants will follow guidance identified in ASTM E 2128-01a (Standard Guide for Evaluating Water Leakage of Building Walls).

GMC and our consultants will travel to the project and arrive around 8:00 am. GMC and our consultants will set-up the test equipment and work with the library staff to block off areas being investigated.

To identify the point(s) of water entry and path(s) of travel a series spray nozzle and flood tests will be performed. Water will be applied to exterior wall surfaces. Spray testing will follow a systematic step by step process at surfaces below and adjacent to the identified leakage areas. Water spray will be slowly moved laterally and upward while the interior of the building is monitored for signs of water leakage. Once the point(s) of water entry is identified, the area(s) will have to be deconstructed and/or destructively investigated to determine the path of water leakage into the building

Water leakage testing will be conducted at storefronts and curtain walls. Once water infiltration areas are identified selective demolition will be required to determine precisely the path of water into the building.

Roofs and Horizontal Surfaces:

GMC and our consultants will perform infrared moisture inspection of the roof to identify wet roof areas. These will then be verified with a capacitance moisture probe and or test cuts into the roofing system. Areas identified as wet will be indicated with visible paint. Roof drains, roof membranes adjacent to the roof drain and scupper drains will be tested for water infiltration as will horizontal copings.

GMC will provide personnel, test equipment, and construction equipment required to conduct the testing of the building envelope. Wall and roof repairs associated with Testing Consultant's destructive investigation and testing, shall include masonry, stucco, sheetrock, painting, sealant and bituminous roofing. The City of Fairhope shall provide power, and water for testing procedures.

Report and Recommendations:

GMC will provide the City of Fairhope a comprehensive report of all areas tested and inspected, analysis and findings including recommendations and cost estimates for repairs and restorations to the building envelope. Approved recommendations will be incorporated into Phase II of the project which will include Construction Documents (Plans and Specifications) and Construction Administration. Professional fees associated with Phase II will be determined based on the approved scope of work for repairs and restoration of the building envelope.

Schedule:

Pursuant to our original response to the RFQ we anticipate the testing, investigation, and reporting not to exceed 35 calendar days.

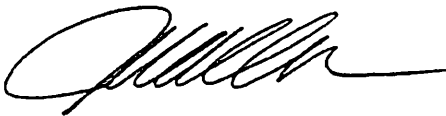
Professional Fees Phase I:

Testing, Investigation, Reporting	\$37,800.00
Reimbursable Expenses	
BLI&T	
Meals & Lodging Three Personnel) (7 @ \$450)	\$3,150.00
Mileage (2) RT from Navarre FL to Fairhope AL (167) (334 @ \$0.54/mile)	\$181.00
50' Electric Man Lift (2 week rental)	\$4,500.00
<u>Sub-Total</u>	<u>\$45,631.00</u>
Wall/Roof Repairs and Window Removal and Replacement Including Labor and Materials - estimated	\$4,000.00
<u>Total</u>	<u>\$49,631.00</u>

If the scope of work changes, this proposal will be amended and the cost adjusted accordingly upon mutual agreement of The City of Fairhope and Goodwyn Mills Cawood

If testing is cancelled on the day of scheduled testing, the City of Fairhope shall be invoiced the cost for one full day of testing, meals, and travel charges.

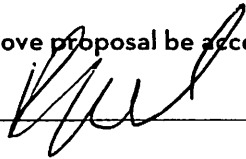
Sincerely,
GOODWYN, MILLS & CAWOOD, INC.



Jim Walker, AIA
Vice President of Architecture

Should the above proposal be acceptable please return a signed copy for our files.

Accepted: _____



Date: _____

3/8/7

RESOLUTION NO. 2682-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Goodwyn Mills Cawood, Inc. to perform Professional Architectural Services for (Project No. PW007-17) Repairs to Library Structure 2017, and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed figure.

DULY ADOPTED THIS 13TH DAY OF FEBRUARY, 2017



Karin Wilson, Mayor

Attest:



Lisa A) Hanks, MMC
City Clerk

City of Fairhope

Approval for Special Event Request MAR 20 '17 PM 2:15

ZMH

3 | 6 | 17

Date application package completed /submitted to the Rental Facilities Department

City Sponsored Event Non City Sponsored Event

Event: Arts + Crafts 2018

Person Requesting: Elizabeth Stone

Date of Event: March 15-18th, 2018

Location: Downtown streets, - Civic Center

Please attach all supporting documentation.

Approval:

Joseph W. Pettin Date: 03-10-17
Police Chief/Designee

Estimated security cost for event \$ Off-Duty Overnight Security \$2250.00
City OT - approximately 130 hours (PD)

~~Cherry Sullivan~~, Director of Special Events

Disapproval:

Date: _____
Police Chief

Date: _____
~~Cherry Sullivan~~, Director of Special Events

Route back to rental facilities department for application package finalization

NOTES: _____

Once all signatures are obtained, please forward to the City Clerk's office to be placed on the Council agenda.

07

10/1/20

10/1/20

10/1/20

10/1/20

10/1/20

Fairhope Arts and Crafts Festival Committee and Foundation

To: City of Fairhope Council President Jack Burrell and Council, Mayor Karin Wilson
From: Elizabeth Stone/Jodi Keating, Chairs
Date: March 3, 2017
RE: 2018 Fairhope Arts and Crafts Festival

The Fairhope Arts and Crafts Festival Committee would like to reserve the streets of Fairhope so that we may begin planning for the 66th Fairhope Arts and Crafts Festival, scheduled for March 16, 17 and 18, 2018. We would like to be included on the agenda for the City Council meeting held on March 20, 2017.

The Fairhope Arts and Crafts Festival Committee request the following streets from Thursday, March 15, 2018 at 5:00PM through Sunday, March 18, 2018 at 8:00 PM:

- Magnolia Avenue from Bancroft Street west to Church Street
- Magnolia Avenue from Bancroft to School Street, including the parking area behind the Library
- Section Street from the south side of Regions building on North Section Street south to the approximate area of Greer's/Food Tiger
- Fairhope Avenue from Bancroft Street west to the barricades set at Summit Street
- Church Street from the intersection on Magnolia Street to the intersection of St. James
- De La Mare from Church Street to Section Street
- Johnson Avenue from Section Street east to Bancroft Street

We would also like to request the use of the Fairhope Civic Center for the Awards Dinner held Friday evening, March 16, 2018.

In addition, we would like to ask for "No Parking" signage to be placed Thursday morning, March 15th, 2018 prior to the Thursday evening setup.

The street request is the same as last year's request. We have adjusted the request on Section to include the compromise worked out with the Eastern Shore Art Center. Their request should read "north of the south side of Regions Building".

Please call or email to confirm that we will be on the agenda for the City Council meeting. Thank you again for your continued support and we look forward to working with you in 2018!

Regards,



Elizabeth Stone/Jodi Keating, CHAIRS
2018 Fairhope Arts & Crafts Festival Committee



MAR 7 '17 PM 4:57

JK

Fairhope Arts & Crafts Festival
P O Box 2939
Fairhope, AL 36533

March 3, 2017

City of Fairhope
Attn: Council President
Fairhope, Alabama

Re: Fairhope Arts & Crafts Festival Foundation and Committee

Dear Council President.

Thank you in advance for your consideration of our request.

This year the Fairhope Arts and Crafts Festival Foundation, through the efforts of the 2017 Festival Committee and successful results of the festival, will be able to make numerous donations to several entities on the Eastern Shore. Our commitment to supporting our community is a strong feeling among our all-volunteer committee. These volunteers are local residents who are passionate about our Festival and our city, Fairhope. We continue to bring quality artists to our show as we perpetuate the Fairhope Arts & Crafts Festival longstanding reputation as a top show in the nation. Listed below are just a few of those who are to benefit from our efforts:

Eastern Shore Chamber of Commerce
City of Fairhope Employee Christmas Fund
Eastern Shore Art Center
Fairhope Volunteer Fire Department
2-\$1,500 scholarships to local high school students
And more.....

We would like to request the continued support and commitment from the City of Fairhope by allowing the Fairhope Arts and Crafts Festival Committee to reserve the streets of downtown Fairhope, March 15-18, 2018 for the 2018 Fairhope Arts and Crafts Festival. Included is the letter outlining the streets required for the festival as well as the application for streets and side-walks.

Respectfully,

Elizabeth Stone
Elizabeth Stone

Jodi Keating
Chairs, 2018 Fairhope Arts & Crafts Festival

City of Fairhope

Approval for Special Event Request

MAR 6 '17 AM 9:23

1 | 30 | 17

Date application package completed /submitted to the Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Fundraising Dinner

Person Requesting: Kate Fisher - Eastern Shore Art Association, Inc.

Date of Event: April 27th, 2017

Location: Oak St. - between Section + Bancroft.

Please attach all supporting documentation.

Approval:

Joseph N. Pettis
Police Chief/Designee

Date: 02-10-2017

Estimated security cost for event \$ 180 off-duty.

Sherry Sullivan

Date: 2-13-17

Sherry Sullivan, Director of Special Events

Disapproval:

Police Chief

Date: _____

Sherry Sullivan, Director of Special Events

Date: _____

Route back to rental facilities department for application package finalization

NOTES: ~~Pending insurance~~ Rec'd

Once all signatures are obtained, please forward to the City Clerk's office to be placed on the Council agenda.

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? Oak St. between Section and Bancroft
- 2. Date Requested: April 27, 2017 Hours requested from: 6:00 PM to 11:00 PM
- 3. Renter's Name: Eastern Shore Art Association, Inc.
 Address: 401 Oak Street
 City: Fairhope State: AL Zip: 36532
 Phone Numbers: 928-2228 Ext 100
- 4. Purpose of Use: Fundraising Dinner
- 5. Number of persons expected to attend (adults and minors): 250-300
- 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.: Food Trucks parked in front of Building 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: 1/20/2017
City Personnel: [Signature] Fees Paid: 650.00 Date: 2/9/17 Ck. #: 31534

-Office Use Only-

Application Signed/Dated Permit/Deposit Fees Entered in Calendar _____

CITY OF FAIRHOPE PARK AND/OR STREET USAGE 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 completed, signed, and dated.
2. A copy of the 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 (i.e. police, fire, etc.) access must be provided]
Estimated Law Enforcement/Personnel Cost: \$ _____
4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- _____ 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).
- _____ 8. For South Park Events, signatures from:
Shuck's Restaurant: _____ Date: _____
Down by the Bay Cafe: _____ 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: ESAC
 Barricades Provided by: City?
_____ Staging Provided by: _____
_____ Tents Provided by: _____
_____ Port-o-lets provided by: _____
_____ Special transportation needs provided by: _____
_____ Special electrical needs: _____
- _____ 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): 2/6/2017

Office use only

_____ Street closing approved _____ Alcohol approved _____ ABC License if selling alcohol _____ Park/Street permit fees paid



EASTERN SHORE ART CENTER

March 21, 2017

City of Fairhope
PO Box 429
Fairhope, AL 36532

The Eastern Shore Art Association, Inc. (dba Eastern Shore Art Center) is having a fundraising event on April 27, 2017 from 7:00 to 10:00PM. The event will have a "construction site" theme to celebrate the many improvements that will be going on at the Art Center now and in the near future.

Only the two food trucks, yet to be chosen, will be parked in front of the Art Center; it is for the safety of our guests that we would like permission to close Oak Street from Section to Bancroft Streets. We would like to close the streets from 6:00PM to 11:00PM, although we would expect the street to reopen well before 11:00. We will also notify the Fairhope Police to arrange security for the evening.

There will be a tent on the front lawn for the band and we will observe the City's noise ordinance. Wine and beer will be served in the Art Center and we will work with the ABC as we have in the past to secure all the necessary licenses and event insurance.

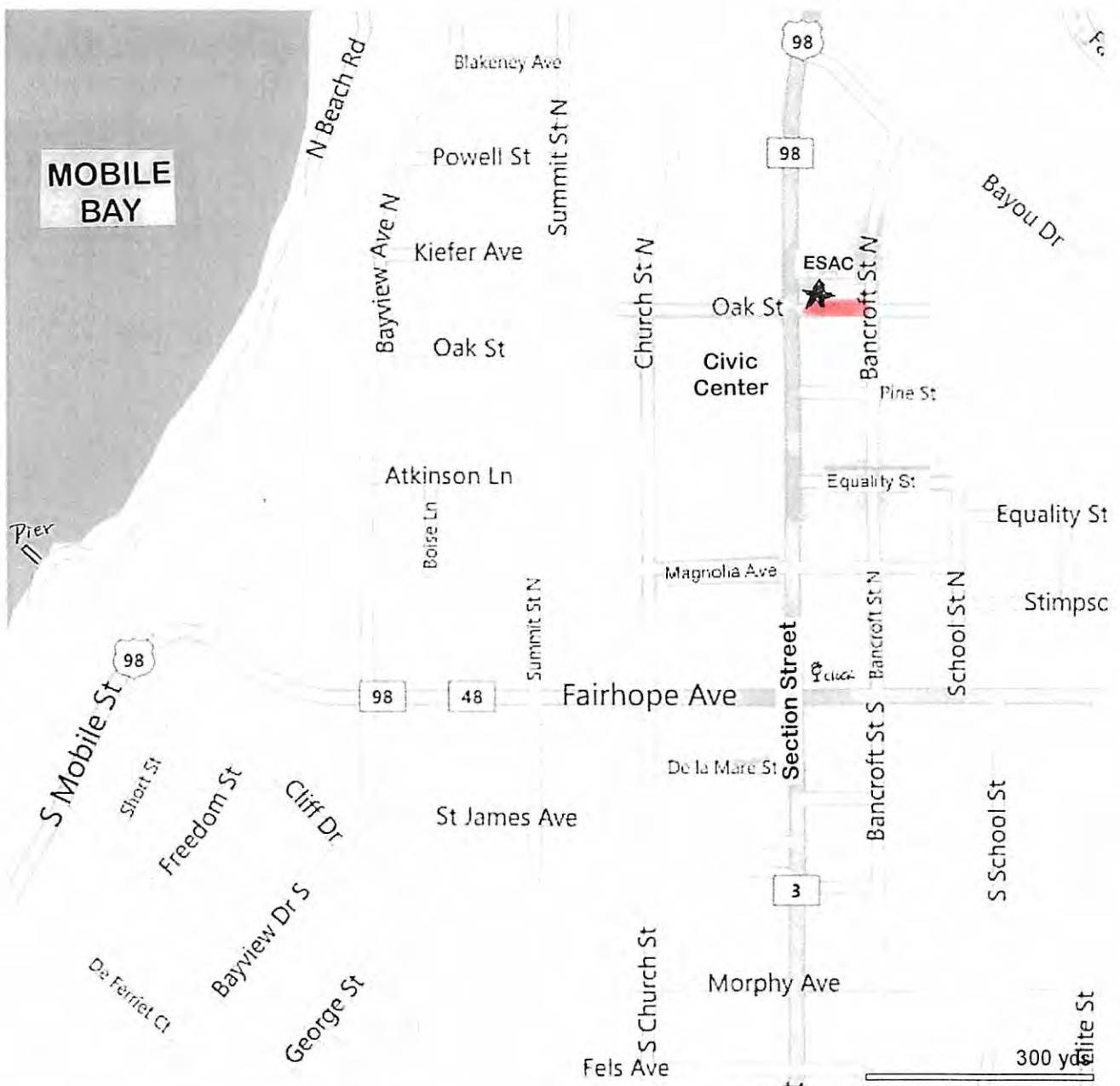
Thank you for your consideration and please do not hesitate to call if you have any questions.

Sincerely,

Kate C. Fisher
Director

← To Mobile To Pensacola →

To Daphne ↑



© 2011 Microsoft Corporation © 2010 NAVTEQ © AND

ESAC
401 Oak Street
Fairhope, AL 36532
251.928.2228
esartcenter.com



63-0459-459
Eastern Shore Art Assn

U. S. TREASURY DEPARTMENT
INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
BIRMINGHAM 3, ALABAMA

SEP 21 1958

IN REPLY REFER TO
EO-59-74
434-JHP

Eastern Shore Art Association, Inc.
P. O. Box 31
Fairhope, Alabama

Gentlemen:

It is the opinion of this office, based upon the evidence presented, that you are exempt from Federal income tax under the provisions of section 501(c)(3) of the Internal Revenue Code, as it is shown that you are organized and operated exclusively for educational and literary purposes.

Accordingly, you are not required to file income tax returns unless you change the character of your organization, the purposes for which you were organized, or your method of operation. Any such changes should be reported immediately to this office in order that their effect upon your exempt status may be determined.

You are required, however, to file an information return, Form 990-A, annually, with the District Director of Internal Revenue, 1531 - Third Avenue, north, Birmingham 3, Alabama, so long as this exemption remains in effect. This form may be obtained from the District Director and is required to be filed on or before the fifteenth day of the fifth month following the close of your annual accounting period.

Contributions made to you are deductible by the donors in computing their taxable net income in the manner and to the extent provided by section 170 of the Internal Revenue Code.

Bequests, legacies, devises, or transfers, to or for your use are deductible in computing the value of the net estate of a decedent for estate tax purposes in the manner and to the extent provided by section 2055 and section 2106(a)(2) of the Internal Revenue Code. Gifts of property to you are deductible in computing net gifts for gift tax purposes in the manner and to the extent provided in section 2522(a)(2) and section 2522(b)(2) and (3) of the Code.

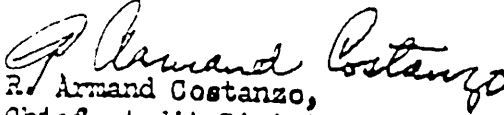
Eastern Shore Art Association, Inc.

No liability is incurred by you for the taxes imposed under the Federal Insurance Contributions Act (social security taxes) unless you have filed a waiver of exemption certificate in accordance with the applicable provisions of such Act. In the event you desire social security coverage for your employees or have any questions relating to the filing of a waiver of exemption certificate you should take the matter up with your District Director of Internal Revenue.

Your attention is called to the provisions of section 501(c)(3) of the Internal Revenue Code of 1954 under which your exemption will be revoked if any substantial part of your activities consists of carrying on propaganda, or otherwise attempting, to influence legislation, or if you participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of any candidate for public office.

Failure to file the required information return or to otherwise comply with the provisions of section 6033 of the Code and regulations applicable thereto may result in the termination of your exempt status.

Very truly yours,


R. Armand Costanzo,
Chief, Audit Division

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/03/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lyon Fry Cadden Ins Agency Inc P. O. Box 160927 (251) 473-4600 Mobile, AL 36616	CONTACT NAME: Jackie Van Devender PHONE (A/C, No, Ext): 251 473-4600 E-MAIL ADDRESS: jvandevender@lyonfrycadden.com	FAX (A/C, No): 251-450-0032													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : General Casualty Company of Wis</td> <td>24414</td> </tr> <tr> <td>INSURER B : Hudson Specialty Insurance Comp</td> <td>37079</td> </tr> <tr> <td>INSURER C : Hartford Accident and Indemnity</td> <td>22357</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : General Casualty Company of Wis	24414	INSURER B : Hudson Specialty Insurance Comp	37079	INSURER C : Hartford Accident and Indemnity	22357	INSURER D :		INSURER E :		INSURER F :
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INSURER D :															
INSURER E :															
INSURER F :															

INSURED
 Eastern Shore Art Association
 401 Oak Street
 Fairhope, AL 36532

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CC11240112	06/10/2016	06/10/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			21UECHZ5830	07/27/2016	07/27/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			CCU1240112	06/10/2016	06/10/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			
B	Liquor Liab.			HSLL30121	04/27/2017	04/28/2017	\$1,000,000 each occ. \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: April 27, 2017
 Location: 401 Oak Street, Fairhope, AL 36532

CERTIFICATE HOLDER

CANCELLATION

City of Fairhope P.O. Drawer 429 Fairhope, AL 36533	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

DATE: _____

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: April 27, 2017

Times: _____




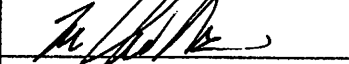
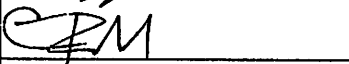
Type of Event: Fundraising Event (music, food, alcohol)

Street(s) to be closed: Oak St. (east of Section St. to Bancroft St.)

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
Scott Coleman	160 N. Section	928-8381	
Diana Will	174 N. Section St.	929-4444	
Blake Barnes	151 N. Bancroft St.	219-4777	
DEAN MASHER	456 OAK AV.	928-0900	
RENE MASIBULN	150 N SECTION ST.	928-8030	

Person(s) responsible for collecting and authenticating above signatures: Name _____
Phone _____

[Print](#) | [Close Window](#)

Subject: Oak Street closing April 27th
From: Laurie Sikorowski <lasssmith@icloud.com>
Date: Mon, Jan 23, 2017 6:38 pm
To: kate@esartcenter.org

Hi,
I just wanted you to know it is ok with Pete and I for your evening event on April 27, 2017 to close Oak Street in front of ESAC from 6 - 10.
Laurie Sikorowski

Sent from my iPhone

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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Eastern Shore Art Assoc., Inc.
Sharon Dearing SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Jackson, Ms

MAILING ADDRESS 2 Nichols Ave., Fairhope, AL 36532

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS 2 Nichols Ave., Fairhope, AL 36532

NO. YEARS AT PRESENT ADDRESS 1 1/2 NO. YEARS AT PREVIOUS ADDRESS 16 yrs.

PREVIOUS ADDRESS 814 Bon Secour St., Fairhope, AL 36532

NAME AND ADDRESS OF BUSINESS "Putting on the Ritz"
401 Oak St., Fairhope, AL 36532 April 27, 2017

NAME OF CORPORATION Eastern Shore Art Assoc., Inc.

BUSINESS LOCATION 401 Oak St., Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE Fairhope UNDER WHAT NAME same

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Brenda Gail Hinds	560 Southern Run Fairhope, AL 36532	
Grave Paulette Lindsey	7115 Mobile St. Fairhope 2 Nichols Ave.	
Sharon Maxwell Dearing	Fairhope, AL 36532	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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

Sharon Maxwell Dearing
SIGNATURE (FULL NAME)

March 10, 2017
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____
City Clerk

APPROVED Joseph H. Pettit DATE 03-15-17
Chief of Police

APPROVED _____ DATE _____
BY COUNCIL _____
City Clerk

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

City of Fairhope

Approval for Special Event Request

1 31 17 Date application package completed /submitted to the Rental Facilities Department

City Sponsored Event Non City Sponsored Event

Event: Fairhope Rotary Steak Cook-off

Person Requesting: Elizabeth Stone

Date of Event: 5-12-17

Location: Bancroft St. (between Fairhope Ave + morphy)
Johnson St.

Please attach all supporting documentation.

Approval:

Joseph H. Pettes Date: 02-01-2017
Police Chief/Designee

Estimated security cost for event \$ #1,620 paid by group
Sherry Sullivan Date: 2-2-17
Sherry Sullivan, Director of Special Events

Disapproval:

Police Chief Date: _____

Sherry Sullivan, Director of Special Events Date: _____

Route back to rental facilities department for application package finalization

NOTES: _____

Once all signatures are obtained, please forward to the City Clerk's office to be placed on the Council agenda.

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 and Johnson
- 2. Date Requested: May 12, 2017 Hours requested from: 3:00pm to 11:30pm
- 3. Renter's Name: Fairhope Rotary Club
Address: P O Box 741
City: Fairhope State: AL Zip: 36533
Phone Numbers: 251-487-8250 Chad Clark
- 4. Purpose of Use: Steak Cook-off (fundraising event)
- 5. Number of persons expected to attend (adults and minors): 2500
- 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.: tents, stage, port-a-lets, lighting, grills food&beverage stations, audio & video equipment Rental Company: tbd
- 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: 1-19-17
City Personnel: [Signature] Fees Paid: \$1462.50 Date: 1-20-17 Ck. #: _____

-Office Use Only-

Application Signed/Dated _____ Permit/Deposit Fees _____ Entered in Calendar _____

CITY OF FAIRHOPE

PARK AND/OR STREET USAGE 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 completed, signed, and dated.
- 2. A copy of the 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 (i.e. police, fire, etc.) access must be provided]
Estimated Law Enforcement/Personnel Cost: \$ _____
- 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- 5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
- 6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).

N/A 8. For South Park Events, signatures from:

Shuck's Restaurant: _____ Date: _____
Down by the Bay Cafe: _____ 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>City of Fairhope</u>
_____ Barricades	Provided by: <u>City of Fairhope</u>
_____ Staging	Provided by: _____
_____ Tents	Provided by: <u>Rotary Club</u>
_____ Port-o-lets	provided by: <u>Rotary Club</u>
_____ Special transportation needs	provided by: _____
_____ Special electrical needs:	<u>City of Fairhope</u>

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

Rotary Club of Fairhope Foundation
Post Office Box 741
Fairhope, Alabama 36533-0741



January 18, 2017

Fairhope City Council

Fairhope Rotary Club Foundation seeks your approval for a street closure and the right to serve beer and wine during our annual event named the "Fairhope Rotary Club Foundation Steak Cook Off". This event has raised more than \$600,000 in its history. The proceeds of the Cook Off support local and international charities as well as funding several scholarships for local students. This event has become known as the "premier street party" in this area and its attendance is in excess of 2,000 people each year.

We are asking for a variance of the street ordinance to close Bancroft St and Johnson Ave on Friday, May 12, 2017 at 3 P.M.

In the event of inclement weather, the event will be held at the Fairhope Civic Center. We also seek permission to serve Beer and Wine at the Civic Center.

Event details are:

- Streets: Bancroft Street, between Fairhope Avenue and Morphy Avenue, and Johnson Avenue, between Section Street and Bancroft Street
- Date: May 12, 2017
- Hours: 3:00 PM until 11:30 PM, actual even is from 7-10pm
- Beer, wine, soft drinks, and bottled water served
- Request for use of barricades from city of Fairhope
- Security will be contracted through the Fairhope Police Department
- Training for in supervision of all person serving alcoholic beverages
- Street clean up after the event will be provided

Thank you for your consideration.

Chad Clark

A handwritten signature in black ink, appearing to read "Chad Clark". The signature is stylized and cursive.

Event Coordinator
251-487-8250

President: Lee Turner

Vice President: Anil Vira

Secretary/Treasurer: Ed Wall

**Rotary
Club of Fairhope
Foundation**

Rotary Club of Fairhope Foundation
P.O. Box 741
Fairhope, Alabama 36533-0741

January 18, 2017

Fairhope City Council

Fairhope Rotary Club Foundation seeks your approval for a street closure and the right to serve beer and wine during our annual event named the "Fairhope Rotary Club Foundation Steak Cook Off". This event has raised more than \$600,000 in the history. The proceeds of the Cook Off support local and international charities as well as funding several scholarships for local students. This event has become known as the "granite street party" in this area and its attendance is in excess of 2,000 people each year.

We are asking for a variance of the street ordinance to close Bancroft St and Johnson Ave on Friday, May 12, 2017 at 3 PM.

In the event of inclement weather, the event will be held at the Fairhope Civic Center. We also seek permission to serve Beer and Wine at the Civic Center.

Event details are:

-Streets: Bancroft Street, between Fairhope Avenue and Moppy Avenue, and Johnson Avenue, between Section Street and Bancroft Street

-Date: May 12, 2017

-Hours: 3:00 PM until 1:00 PM actual event is from 7-10pm

-Beer, wine, soft drinks, and bottled water served

-Request for use of barricades from city of Fairhope

-Security will be contracted through the Fairhope Police Department

-Training for in supervision of all person serving alcoholic beverages

-Street clean up after the event will be provided

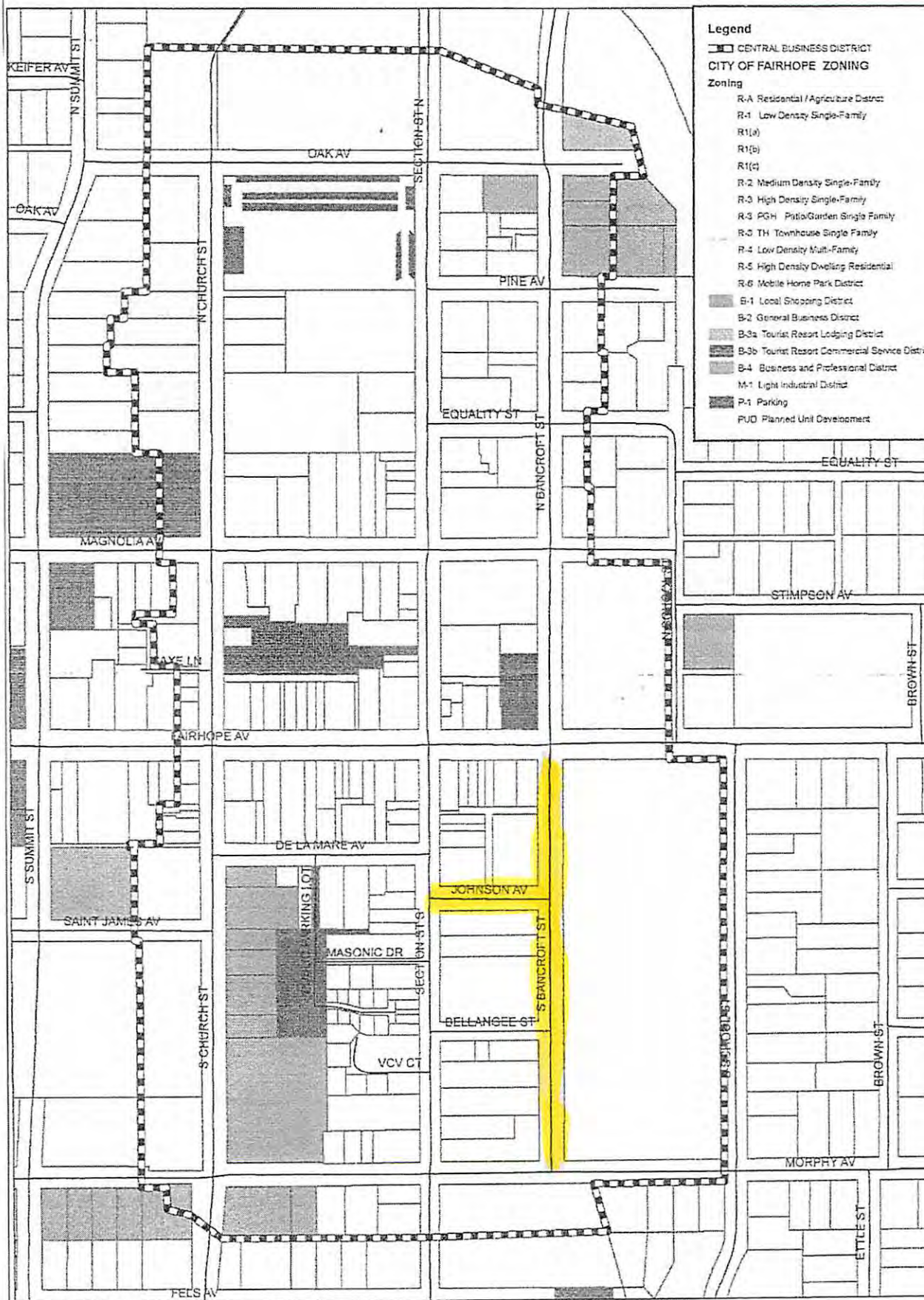
Thank you for your consideration.

Club Clerk



Event Coordinator
251-487-8250

City of Fairhope Central Business District



Legend

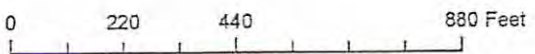
CENTRAL BUSINESS DISTRICT

CITY OF FAIRHOPE ZONING

Zoning

- R-A Residential / Agriculture District
- R-1 Low Density Single-Family
- R1(a)
- R1(b)
- R1(c)
- R-2 Medium Density Single-Family
- R-3 High Density Single-Family
- R-3 PGH Patio/Garden Single Family
- R-3 TH Townhouse Single Family
- R-4 Low Density Multi-Family
- R-5 High Density Dwelling Residential
- R-6 Mobile Home Park District
- B-1 Local Shopping District
- B-2 General Business District
- B-3a Tourist Resort Lodging District
- B-3b Tourist Resort Commercial Service District
- B-4 Business and Professional District
- M-1 Light Industrial District
- P-1 Parking
- PUD Planned Unit Development

Disclaimer:
The City of Fairhope is not responsible for the accuracy of the information provided on this map. The City of Fairhope is not responsible for the accuracy of the information provided on this map. The City of Fairhope is not responsible for the accuracy of the information provided on this map.



INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: FEB 19 1999

THE FAIRHOPE ROTARY CLUB FOUNDATION
PO BOX 1469
FAIRHOPE, AL 36533

Employer Identification Number:
63-1187030
DLN:
17053020016039
Contact Person:
DAVID A DOEKER ID# 31168
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
October 27, 1997
Advance Ruling Period Ends:
December 31, 2001
Addendum Applies:
No

Dear Applicant:

Based on information you 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).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/18/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pitman Insurance Agency Post Office Box 482 Fairhope AL 36533	CONTACT NAME: Lee Turner PHONE (A/C No. Ext): (251) 928-9786 FAX (A/C No): (251) 928-4406 E-MAIL ADDRESS: lee@pitmaninsurance.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Scottsdale Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: CL1711817842 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	CPS2620529	5/11/2017	5/13/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY		CPS2620529	5/11/2017	5/13/2017	LIMITS \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Fairhope Rotary Club Foundation Steak Cook Off: 10 N Section Street, Fairhope, AL

CERTIFICATE HOLDER**CANCELLATION**

City of Fairhope P. O. Drawer 429 Fairhope, AL 36633	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Reesha Gordon/REE
--	--

© 1988-2014 ACORD CORPORATION. All rights reserved.

DATE: _____

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: Friday, May 12 Times: 3:00pm - 10:00pm
 Type of Event: Rotary Steak Cook-off
 Street(s) to be closed: Bancroft

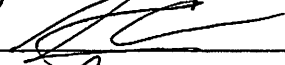


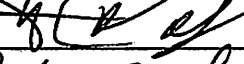
- INSIDE CBD: Signatures of approval from 75% of biz/res whose store fronts are directly affected by street to be closed (12 weeks prior) AND Notification to 100% of bus/res within 300 ft. of the event (30 days prior)*
- OUTSIDE CBD: Signatures of 75% of businesses and residences within 300 ft. of street 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
<i>Donald Anberg</i>	315 Section St	928-5200	<i>Michel C</i>
<i>Juan Moran</i>	405 Johnson Ave	928-7559	<i>Juan</i>
<i>Carol Brown</i>	409 Johnson Ave.	928-9341	<i>Carol Brown</i>
<i>John Grobssberer</i>	407 Johnson Ave.	517-7198	<i>John</i>
<i>Debbie Moffatt</i>	27 S. Section St	928-8172	<i>Debbie Moffatt</i>
<i>Lynn Booth</i>	255 Section St. B	929-3279	<i>Lynn Booth</i>
<i>W. E. ...</i>	255 Section St. C	928-1770	<i>W. E.</i>
<i>W. E. ...</i>	21 South Section	990-5558	<i>W. E.</i>
<i>Sharon McWolf</i>	195 Section Street	571-2102	<i>Sharon</i>
<i>Book Inn</i>	195 S. Section St.	928-3664	<i>Book Inn</i>
<i>The Fairhope Connection</i>	7 S section ST		<i>The Fairhope Connection</i>
<i>Sadies</i>	S south section	929-3222	<i>Sadies</i>
<i>Gigi & Jays</i>	400 Fairhope Ave	928-2011	<i>Gigi & Jays</i>
<i>Lynn & ME</i>	404 Fairhope Ave	928-5508	<i>Lynn & ME</i>
<i>Locals</i>	410 Fairhope Ave	517-9043	<i>Locals</i>

Person(s) responsible for collecting and authenticating above signatures: Name _____
 Phone _____

DATE: _____

NAME	ADDRESS	PHONE	SIGNATURE
Vine Boutique	412 Fairhope Ave	251-577-7633	RIMYper
Henry Birk's Home	920 Fairhope Ave	251-610-5227	
Jim McLean	4 S Bancroft	816 863 1732	
Julie Wagner	6A S Bancroft	251-751-6945	Julie Wagner
Sunshine	603 S Bancroft St	251 656 8538	
Handwritten	8 S BANCROFT	251-402-8739	
Evelyn Garrett	413 Johnson Ave	251-554-5473	Evelyn T. Garrett
The March Lane chandise Hampton	411 A Johnson Ave Fairhope A1	*251-406- ^{cell} 6814 251 210-6375	Chandise Hampton

Person(s) responsible for collecting and authenticating above signatures: Name _____
Phone _____

DATE: 1/15/17

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: May 12th 2017

Times: 3:00^{PM} - 11:30^{PM}

Type of Event: Fundraiser

Street(s) to be closed: Bancroft / Johnson

- 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
<u>PNC Bank</u>	<u>515 Section</u>	<u>251-928-3421</u>	<u>[Signature]</u>

Person(s) responsible for collecting and authenticating above signatures: Name _____
Phone _____

City of Fairhope Park & Street Usage Charges

(per city ordinance No. 1575, 1576, & 1486)

Fairhope Civic Center, P.O. Drawer 429, Fairhope Al. 36533 - (251) 929-1479 / 990-0130 (251) 929-1467[Fax]

Name: Fairhope Rotary Club

Address: PO Box 741

Date of function: 5/12/17 Phone: 251-487-8250 No. in attendance: 2,500

FEE SCHEDULE

Park Rental Fee: \$150. per diem	_____
Street Rental Fee: \$150. per diem	<u>\$150.</u>

Subtotal: _____

Non-profit organization; exempt from 50% rental fees.
*Proof of 501 non-profit must be on file.

50% Non-Profit Rate : \$75.

Additional Hours – past allotted four hour: @ \$75 per hour	\$337.50
Electric/Water Fee: (one time charge of \$50.)	<u>\$50.00</u>
Refundable Clean-up Deposit: (Required)	<u>\$1,000.</u>

Balance Due: \$1,462.50

Less cleaning fee: - _____

(50% non-profit rate) - _____

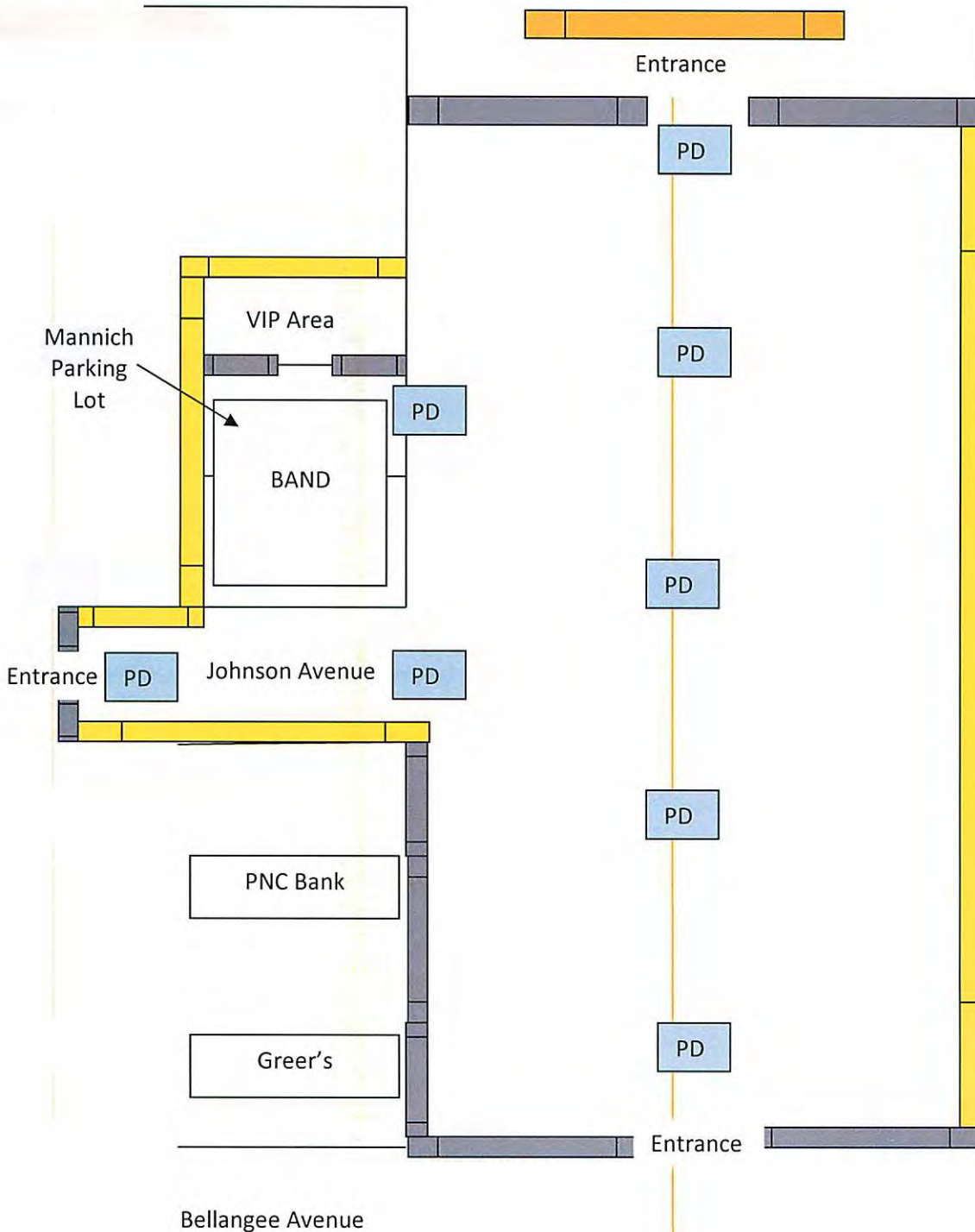
Refund Due: _____

*Refunds for clean-up deposit to be mailed to address given on rental application, three weeks after event. *

Notes: _____

Paid: _____ Check# /Cash _____ Date: _____

Police Dept. Proposal



ROTARY STEAK COOK-OFF

Noon Mannich Parking Lot Clears
 3p.m. Bancroft & Johnson close for Set-Up
 7p.m. Event begins
 10p.m. Event ends and Move-out begins
 11:30p.m. Move-out ends

Rotary to set up plastic barriers

Public Works to put up "No Parking after 3p.m." signs and "No Thru Traffic" sign near Morphy

Stage and band set up in Mannich parking lot. Group will advise all merchants. Back alley will close at 5p.m.

Fire Department will be on hand for pyrotechnics - TBD

Officers to check that no one goes over the barricades, that guests have designated wristbands, and please advise a member in a Rotary vest if it looks like someone has had too much to drink. They will find a way for them to safely get home.

Cooking teams are NOT permitted to serve alcohol. Certified bartenders will work the beer and wine stations.

Contacts:
 Elizabeth Stone

-  = Plastic Barriers
-  = Wooden Barricades
-  = Metal Barricades

Officers rate is \$30 per hour
 Recommend:
 4 officers 3p.m.-11p.m.
 4 officers 6p.m.-11:30p.m.
 = \$1,620 total
 Checks are to be written to officers individually

No-thru
 Traffic Sign

ZAH



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

Chad Clark

APPLICANT'S NAME The Fairhope Rotary Club Foundation SSN: _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Mobile, Al

MAILING ADDRESS 10 N Section St Fairhope, Al 36532

HOME # _____ WORK # _____

* CELL # _____ FAX # _____

RESIDENCE ADDRESS 305 Bloomsbury Ave Fairhope

NO. YEARS AT PRESENT ADDRESS 2 NO. YEARS AT PREVIOUS ADDRESS 8

PREVIOUS ADDRESS 994 Whittier St Fairhope, Al 36532

NAME AND ADDRESS OF BUSINESS The Rotary Club Foundation Steak Cookoff
May 12th 2017 (Bancroft St at Fairhope Ave to Morphy) 3-11:30 pm

NAME OF CORPORATION Fairhope Club Foundation

BUSINESS LOCATION _____

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE Fairhope UNDER WHAT NAME The Fairhope Rotary Club Foundation

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

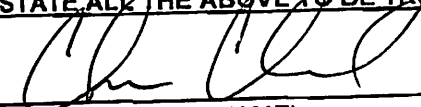
NAME	ADDRESS	PHONE NUMBER
Karin Wilson	City Hall	
Jack Borrell	" "	
Jay Robinson	" "	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

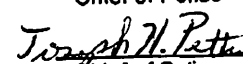
I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


SIGNATURE (FULL NAME)

3/2/17
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED BY COUNCIL _____ DATE _____
City Clerk

APPROVED  DATE 03-07-17
Chief of Police

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.



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

JERRY A. MAPLES, JR. - POA

APPLICANT'S NAME POINT CLEAR ROTARY FOUNDATION, INC. SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH _____

MAILING ADDRESS PO BOX 202 PT. CLEAR, ALA 36504

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS PO BOX 202 PT-CLEAR, ALA. 36504

NO. YEARS AT PRESENT ADDRESS 17 NO. YEARS AT PREVIOUS ADDRESS -

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS POINT CLEAR ROTARY FOUNDATION, INC.
PO BOX 202 - PT. CLEAR, ALA. 2017 TASTE OF ROTARY - 4-10-17

NAME OF CORPORATION POINT CLEAR ROTARY FOUNDATION, INC.

BUSINESS LOCATION EVENT TISH AT FAIRHOPE CIVIC CENTER

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE YES

IF SO, WHERE FAIRHOPE, AL UNDER WHAT NAME 2016 TASTE OF ROTARY EVENT

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
A RICHARD MAPLES	PO BOX 1221 MOBILE ALA	
STEVEN FUNCHESS	18424 PT CLEAR CT. FAIRHOPE, ALA. 36532	
LESLIE WELKS	17759 ORCHARDS LN FAIRHOPE, ALA 36532	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
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- 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.
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- 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.
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- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

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



SIGNATURE (FULL NAME) _____

DATE 3-17-17

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____ City Clerk

APPROVED Joseph H. Petter DATE 03-17-17
Chief of Police

APPROVED _____ DATE _____
BY COUNCIL _____ City Clerk

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

City of Fairhope

Approval for Special Event Request

MAR 20 '17 PM 2:15 *ML*

3 6 17 Date application package completed /submitted to the Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Jubilee Kids Triathlon - Lower AL Multi Sport, LLC

Person Requesting: Rickey Richie

Date of Event: Sunday, June 4th 2017

Location: South Park, N. Beach Rd, S. Mobile St.

Please attach all supporting documentation.

Approval:

Joseph W. Pettit Date: 03-07-2017
Police Chief/Designee

Estimated security cost for event \$ 1,245 + ten volunteers from group

~~Sherry Sullivan, Director of Special Events~~ Date: _____

Disapproval:

Police Chief Date: _____

~~Sherry Sullivan, Director of Special Events~~ Date: _____

Route back to rental facilities department for application package finalization

NOTES: _____

Once all signatures are obtained, please forward to the City Clerk's office to be placed on the Council agenda.

[REDACTED]

[REDACTED]

CITY OF FAIRHOPE

PARK AND/OR STREET USAGE 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 completed, signed, and dated.
- 2. A copy of the 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 (i.e. police, fire, etc.) access must be provided]
Estimated Law Enforcement/Personnel Cost: \$ _____
- 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- 5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
- 6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).
- 8. For South Park Events, signatures from:

Shuck's Restaurant: SEE SIGNATURE SHEET Date: _____

Down by the Bay Cafe: ✓ ✓ ✓ 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.)

<input checked="" type="checkbox"/> Law Enforcement Personnel	Provided by: <u>CITY OF FAIRHOPE</u>
<input checked="" type="checkbox"/> Barricades	Provided by: <u>✓ ✓</u>
<input type="checkbox"/> Staging	Provided by: <u>N/A</u>
<input checked="" type="checkbox"/> Tents	Provided by: <u>BLUE RENTS</u>
<input checked="" type="checkbox"/> Port-o-lets	provided by: <u>GOTTA GO</u>
<input type="checkbox"/> Special transportation needs	provided by: _____
<input checked="" type="checkbox"/> Special electrical needs:	<u>POWER FOR SOUND SYSTEM</u>

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? MOBILE STREET TO SWEETWATER CIRCLE
- 2. Date Requested: 6/2/2017 Hours requested from: 7 AM to 10 AM
- 3. Renter's Name: JUBILEE KIDS TRIATHLON - LOWER ALABAMA MULTI SPORT
 Address: PO Box 1451
 City: FAIRHOPE State: AL Zip: 36532
 Phone Numbers: 404-902-5653
- 4. Purpose of Use: KIDS TRIATHLON
- 5. Number of persons expected to attend (adults and minors): 100
- 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.: ONE TENT, PORT-O-LETS (4)
SOUND SYSTEM & FINISH LINE Rental Company: _____
- 8. Will you need electricity? Yes No For: SOUND
- Will you need water? Yes No For: CLEAN UP

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: 1/28/2017
City Personnel: [Signature] Fees Paid: \$1,275.00 Date: 3/3/17 Ck. #: 10387

-Office Use Only-

Application Signed/Dated _____ Permit/Deposit Fees _____ Entered in Calendar _____



1/28/2017

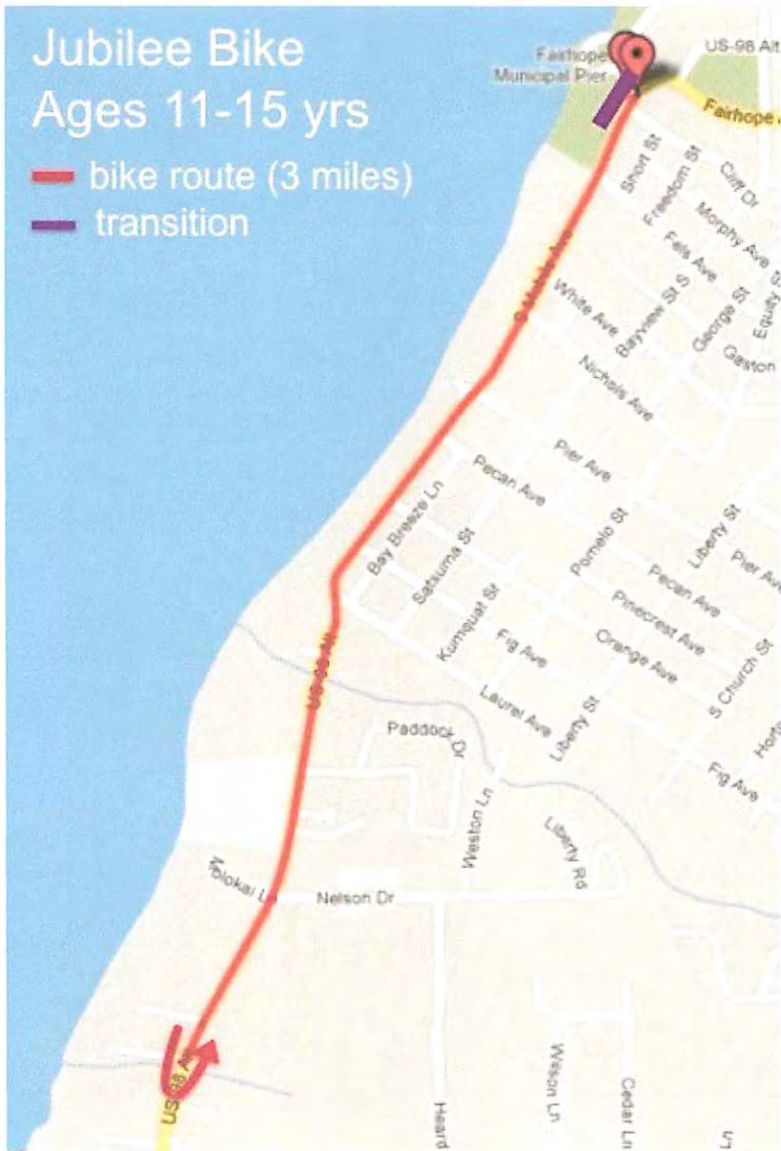
To Fairhope City Council,

Lower Alabama Multisport a 501.c4 corporation would like to request the closing of South Mobile street from the Fairhope Pier to Sweetwater Circle for the purposes of hold the 7th Annual Jubilee Kid's Triathlon. We also request that the city provide law enforcement to assist with safety along the race route. LAMs also request the use of the City's barricades to use for crowd control.

Rickie Richey

A handwritten signature in blue ink, appearing to read 'Rickie Richey', is written over the printed name.

Certified Race Director



* Race will also include N. Beach Road around duck Pond, for turning portion.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **MAR 24 2014**

LOWER ALABAMA MULTISPORT INC
C/O ANNE SMITH
28119 NORTH MAIN ST STE A
DAPHNE, AL 36526

Employer Identification Number:
45-5600155
DLN:
404073000
Contact Person:
MARILYN COLEMAN ID# 31511
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Form 990 Required:
Yes
Effective Date of Exemption:
June 27 2012
Contribution Deductibility:
No
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax-exempt status we have determined that you are exempt from Federal income tax under section 501(c)(4) of the Internal Revenue Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Please see enclosed Publication 4221-NC, Compliance Guide for Tax-Exempt Organizations (Other than 501(c)(3) Public Charities and Private Foundations), for some helpful information about your responsibilities as an exempt organization.

Contributions to you are not deductible by donors under section 170(c)(2) of the Code.

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-NC

CERTIFICATE OF INSURANCE

PRINT DATE: 2/13/2017

CERTIFICATE NUMBER: 20170213499072

AGENCY:

ESIX 3 LLC
d/b/a Entertainment & Sports Insurance eXperts (ESIX)
d/b/a Entertainment and Sports Insurance Agency (California)
2727 Paces Ferry Road, Building Two, Suite 1500
Atlanta, GA 30339
678-324-3300 (Phone), 678-324-3303 (Fax)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

NAMED INSURED:

USA Triathlon of Colorado Rickie Richey
5825 Delmonico Drive
Colorado Springs CO 80919-2401

INSURERS AFFORDING COVERAGE:

INSURER A: Philadelphia Indemnity Ins. Co. NAIC #: 18058
INSURER B: Philadelphia Indemnity Ins. Co. NAIC #: 18058

EVENT INFORMATION:

Jubille Kid's Triathlon (6/4/2017 - 6/4/2017)

POLICY/COVERAGE INFORMATION:

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1579791	12/1/2016 12:01 AM	12/1/2017 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB564242	12/1/2016 12:01 AM	12/1/2017 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:

Coverage applies to the USA Triathlon sanctioned or approved event specified on this certificate.

The certificate holder is an additional insured as per form PI-AM-002: Additional Insured - Certificate Holders.

The General Liability policy is primary as per Form CG0001 (04/13).

The General Liability policy contains Form CG2404 (05/09): Waiver of Transfer of Rights of Recovery Against Others to US, but only as required by written contract or agreement executed by the named insured prior to an occurrence resulting in a loss or a claim.

CERTIFICATE HOLDER:

City of Fairhope, Alabama
161 N. Section St
Fairhope AL 36532

NOTICE OF CANCELLATION:

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

AUTHORIZED REPRESENTATIVE:

DATE: 1/28/2017

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: 6/4/2017



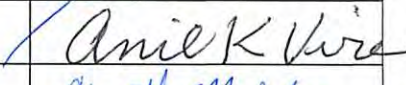
Times: 7:30 -- 9

Type of Event: KIDS TRIATHLON

Street(s) to be closed: MOBILE 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
EASTERN SHORE WATERSPORTS	369 S. MOBILE ST.	251-929-4838	
WINTZEL'S	805 S. MOBILE ST.	251-929-2322	
TWO SISTERS	19462 SEMIC HWY 98	251-517-0622	
BARON'S	701 S. MOBILE ST.	251-928-8000	Anil K Vira
EMMA'S BAY HOUSE	202 S. MOBILE ST.	251-990-0187	Ellen M. ...
SHUCK'S	Fairhope Pier	251-421-4654	Ronald E. ...
DOWN BY THE BAY	4 Beach Drive		
GAMBIO'S	18 Laurel Ave	251-990-0995	Ronald E. ...

Person(s) responsible for collecting and authenticating above signatures: Name _____
 Phone _____

Jubilee Kids Triathlon | 2017

6a.m.-10:30a.m.

Two Officers on bay hill

One to leave and lead the officers' meeting then come back.

6:30a.m.

Officers report to the station

6:30a.m.-9:30a.m.

Staff at:

- | | |
|------------------------------|-----------------------|
| • S. Mobile-Cliff | Volunteer & Barricade |
| • S. Mobile-Fels | PD |
| • S. Mobile-White | PD |
| • S. Mobile – Nichols | PD |
| • S. Mobile – Pier | PD |
| • S. Mobile – Pecan | PD |
| • S. Mobile – Orange | PD |
| • S. Mobile – Fig | PD |
| • S. Mobile – Laurel | PD |
| • S. Mobile – Denton | Volunteer |
| • S. Mobile – Honeysuckle | Volunteer |
| • S. Mobile – Sagginoaks Ct. | Volunteer |
| • S. Mobile – Nelson | PD |
| • S. Mobile – Sweetwater | PD |

Additional volunteers other than listed above to monitor areas where there are private driveways if possible. Minimum number of volunteers required is ten (10)

7:20 a.m.

Close Road

7:30 a.m.-7:40a.m.

11-15 year olds swim

7:40 a.m.-8:00a.m.

Transition on south bluff and bike on S. Mobile

8:00a.m.

S. Mobile Re-opens

8:00-8:15a.m.

Run in park

Smaller kids will bike and run in the park after older kids start

Smaller kids swim, transition around circle, bike to the duck pond and run down the pier

9a.m.-9:30a.m.

Race end and awards begin (two officers stay)

10:30a.m.

Group should be completely packed up and gone

ENVIRONMENTAL ADVISORY BOARD

NOMINEE (S)

4 - Year Term

APPOINTMENTS

Nicole Love

This term shall end March 2021

REAPPOINTMENTS

FEAB MEETING MINUTES
February 10, 2017 at 3:00 p.m.
Delchamps Room, Fairhope, AL

Mike introduced a motion for Nicole Love to be accepted as new FEAB member. Ron seconded the motion and it passed unanimously.

CITY OF FAIRHOPE



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

MAR 6 '17 PM 1:34 *JMA*

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

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

PLEASE PRINT CLEARLY

Last Name: Love First Name: Nicole

Phone Number: 407-312-1362 Cell: 407-312-1362 Email: nicolemrobinson@hotmail.com

Home Address: 525 Mensley Avenue

City: Fairhope State: AL Zip: 36532

Business Address: None

City: _____ State: _____ Zip: _____

Name of Board or Committee: Environmental Advisory Board

EDUCATIONAL BACKGROUND: Master's Degree in Biology

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE: Have worked in the environmental field for 10+ years in state government and non-profit fields.

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS: I have attended 2 EAB meetings and am very interested in becoming a member if there is an available spot.

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

Signature: *Nicole Love* Date: 2/6/17

You may attach a resume with this application.

PERSONNEL BOARD

NOMINEE (S)

5-Year Term

APPOINTMENTS

Douglas (Barney) Cazort

The term shall end December 2022

REAPPOINTMENTS

March 16, 2017

Mayor Karin Wilson
Fairhope City Hall
161 North Section Street
Fairhope, AL 36532

Dear Mayor Wilson,

Early in 2016, the City Council expanded the number of members on the Personnel Board from five (5) to six (6). The Board members have been searching for a new prospective member whom we felt would be a good fit in terms of background and experience to compliment the present make-up of the Board. As a Board, we have worked to have our membership be representative of the demographics of Fairhope: older and younger, retired and actively working, male and female.

We have met and interviewed Mr. Douglas Cazort and believe that the education and broad experience of this nominee will ensure that the Personnel Board has strong members with diverse skills, expertise, and viewpoints and that his willingness to serve as a volunteer member of this board will be an asset for the City. We respectfully request that you consider him for appointment to the Board. I have attached his resume for your review.

Sincerely yours,



Diane Thomas
Chairman, Personnel Board

CITY OF FAIRHOPE



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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PLEASE PRINT CLEARLY

Last Name: Cazort First Name: Douglas (Barney)
Phone Number: 251-990-4988 Cell: 251-298-6397 Email: dcazort1@gmail.com
Home Address: 101 Nichols Ave
City: Fairhope State: AL Zip: 36532
Business Address: N/A
City: _____ State: _____ Zip: _____
Name of Board or Committee: Personnel Board

EDUCATIONAL BACKGROUND: BA - Vanderbilt MA - San Diego State
MsEd - Univ of So Cal (usc)
MPW - Univ of So. Cal (usc)
PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE: - See attached resume

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS: Pt. Clear Rotary

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

Signature: B.D. Cazort Date: 03/13/2017

You may attach a resume with this application.



Douglas Cazort retired in 2008 from Lake Highland Preparatory School in Orlando, Florida, where for six years, he wore several hats: Writer in Residence, Co-founder and Director of the Rossman Writing Center, Career Counselor, and founder and Director of the Junior Class Internship Program.

Douglas is the author of two published books, *Under the Grammar Hammer: The 25 Most Important Grammar Mistakes and How to Avoid Them*, and *Chairman Cazort's Little Red Book of Writing: A Revolutionary Guide for Getting Better Grades*. He is currently writing a sequel to *Under the Grammar Hammer*, entitled *Jack Be Nimble! Jack Don't Stammer! Jack Jump Over the Grammar Hammer! The LAST Grammar Book You'll NEVER Need!*

Douglas received his BA from Vanderbilt University and spent the following year studying German at the University of Basel, Switzerland, on a Rotary Foundation Fellowship.

When he returned to the United States, Doug completed Marine Corps OCS at Quantico, VA, and went through combat training at The USMC Officer Basic School. Next, he studied Vietnamese at the Defense Language Institute in Monterrey, CA, before serving one year in combat in Vietnam—six months as platoon commander in the mountains west of Quang Tri and Da Nang, and six months as the commander of a Combined Action Company, integrating his Marines with local Vietnamese forces in the villages and rice paddies on the coast between Quang Tri and Hue.

After the Marines, Doug entered graduate school at San Diego State University, where he earned an MA in English and Creative Writing. He wrote *Flags*, a novel about his experience in the Marines, and *Nietzsche's Horse*, a novel based on the year he lived in Switzerland.

In Del Mar, CA, Doug met and married Connie Cravens, a teacher and storyteller, and they became the proud parents of one son, Max. Douglas then taught freshman writing for two years at San Diego State and the University of San Diego.

Next, the Cazorts moved to Los Angeles, where Douglas taught in the Freshman Writing Program at the USC while he earned a Masters in Professional Writing (MPW) and an MEd in Counseling Psychology. For his thesis in counseling, Doug designed a study for the Freshman Writing Program to measure the influence of writing apprehension on student writing.

After USC, Doug spent six years teaching freshman English at Pepperdine University while he wrote two books, *Under the Grammar Hammer*, and *Chairman Cazort's Little Red Book of Writing*. Publication of *The Grammar Hammer* brought Doug his fifteen seconds of fame during a book interview on NPR's *All Things Considered*, hosted by Linda Wertheimer and Lynn Neary.

During ten of the Cazort's eleven years in Los Angeles, Connie taught as a demonstration teacher at the Education Lab School of UCLA.

In 1993, the Cazorts moved to Eugene, Oregon, where Connie taught kindergarten, and Douglas became a guidance counselor at Lynn-Benton Community College in Albany, Oregon. Max completed high school in Eugene, and college at the University of Oregon.

In 2001, Douglas and Connie moved to Orlando, Florida, where Connie became the Resident Storyteller and Drama Teacher for K-3 at Lake Highland Preparatory School, and Douglas served as Writer-in-Residence, Director of the Writing Center, Director of the Junior Internship Program, and Career Counselor. As Career Counselor, Douglas introduced personality and career testing at Lake Highland, administering and interpreting the Myers-Briggs Type Inventory yearly to eighth-graders and juniors, and the Strong Interest Inventory to sophomores.

As Lake Highlands's Career Counselor, Doug created the Junior-Class Internship Program, which requires juniors to spend three days at job sites of their choice, learning first-hand about careers they want to explore. Lake Highland continues to run the JI program every spring at Lake Highland.

In 2008, Douglas and Connie retired and moved to Fairhope, Alabama, where they built a house and settled in. They enjoy making new friends, exercising, and walking their three rescued dachshunds, Otto, Maddie, and Willy. Doug is a member of the Eastern Shore Masters Swim Team, and Connie continues telling stories and teaching Readers Theater as an enrichment teacher at elementary schools in the area.

In 2013, Douglas taught English composition part time at Spring Hill College, and in 2016 at Bayside Academy. He is also writing a "wired" sequel to *Under the Grammar Hammer*, entitled *Jack Be Nimble! Jack Don't Stammer! Jack Jump Over the Grammar Hammer! The LAST Grammar Book You'll NEVER Need!*

AIRPORT AUTHORITY

NOMINEE (S)

6-Year Term

APPOINTMENTS

Blake Waller replacing Pam Caudill whose term expires March 2017

The term shall end March 2023

REAPPOINTMENTS

CITY OF FAIRHOPE



FEB 27 '17 AM 10:57

JWA

APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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PLEASE PRINT CLEARLY

Last Name: Waller First Name: Blake
Phone Number: _____ Cell: (251) 402-5700 Email: walleye.waller@gmail.com
Home Address: 312 S. Tee Dr.
City: Fairhope State: AL Zip: 36532
Business Address: Skybound Solutions LLC, 312 S. Tee Dr.
City: Fairhope State: AL Zip: 36532
Name of Board or Committee: Airport Authority

EDUCATIONAL BACKGROUND: Masters in Public Administration, Troy State (1993), Masters in Military Art and Science, Air University (2004), Masters in Airpower Art and Science, Air University (2004), Masters in Strategic Studies, Army War College (2009); Bachelor of Science, Russian Language Minor, US Air Force Academy (1998).

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS: Certified Flight Instructor, Commercial Pilot rating, USAF Aircraft Mishap Investigator and Safety Board President, USAF Weapons Instructor Course Graduate, USAF Strategist, School of Advanced Air and Space Studies (SAASS) graduate.

PROFESSIONAL EXPERIENCE: owner, Skybound Solutions LLC aviation services and business consulting; USAF Colonel, ret., in command of Nellis AFB Airfield operations (one of the busiest airports in US) and liaison to FAA and ARTCC leaders; F-16 Flight Examiner, Instructor, and Mission Commander; Director of Strategy, Policy, and Plans, International Security Assistance Force HQs, Kabul Afghanistan.

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS: Military Officers Association of America (MOAA), Aircraft Owners and Pilots Association (AOPA), Chief Flight Instructor and consultant to Gulf Air Center Jack Edwards Airport Gulf Shores.

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY? Past and ongoing airport ops experience provides unique insight into successful airport and FBO operations. Leadership, integrity, innovative problem solving, and aviation business expertise can help achieve orderly, safe, and efficient growth of Fairhope Airport in support of City of Fairhope economic development.

Signature: *[Signature]* Date: 2/27/2017

You may attach a resume with this application.



BIOGRAPHY

UNITED STATES AIR FORCE



Colonel Stephen B. Waller is the Director, Strategy, Policy, and Plans, CSTC-A, ISAF HQ, Kabul, Afghanistan. He is responsible for developing strategic analyses for COMISAF, USCENTCOM Commander, Chairman Joint Chiefs of Staff, and Office of the Secretary of Defense on Afghan National Security Force sufficiency to meet future requirements, and US options for policy deliberations at the most senior levels. He is also the Combat Air Forces Chair to Air University and a Department of Leadership and Warfighting instructor on faculty at the Air War College. He is a graduate of the U.S. Air Force Academy with a Bachelor of Science degree and Russian language minor. He holds Masters Degrees from Troy State University, Air Command and Staff College, School of Advanced Air and Space Studies, and U.S. Army War College. He is a graduate of the U.S. Air Force Weapons Instructor Course with more than 2,225 hours in the F-16. He has served as a Fighter Squadron Commander, Strategist and Deputy Chief of ECJ5/8 Capabilities Division, U.S. European Command, 57th Operations Group Commander and acting 57th Wing Vice Commander, Nellis Air Force Base, Nevada.

Education:

2009 SDE-Army War College in Residence, Masters in Strategic Studies
2006 SDE-Air War College Non-Residence
2005 ASG-School of Advanced Air and Space Studies (SAASS) in Residence
2005 Masters in Airpower Art and Science, Air University, AL
2004 Air Command - Staff College in Residence and Non-Residence
2004 Masters in Military Operational Art and Science, Air University, AL
1993 Masters in Public Administration, Troy State University

Assignments:

11 Jul 2013 to present, Combat Air Forces Chair to Air University, Maxwell AFB, AL
25 Apr 2013 to 11 Jul 2013, Acting Vice Wing Commander, 57th Wing, Nellis AFB, NV
24 May 2011 to 25 Apr 2013, Group Commander, 57th Operations Group, Nellis AFB, NV
1 May 2010 to 24 May 2011, Deputy Chief, Capabilities Division, EUCOM ECJ58, Stuttgart, GE
30 Jun 2009 to 1 May 2010, Chief, Strategic Analysis Branch, ECJ58, Stuttgart, GE
23 Jul 2008 to 30 Jun 2009, SDE student, U.S. Army War College, Carlisle Barracks, PA
15 Jun 2007 to 23 Jul 2008, Commander/F-16 Flight Examiner, 36th Fighter Squadron, Osan AB, ROK
18 Aug 2005 to 15 Jun 2007, Director of Operations, F-16 IP/FE, 36th Fighter Squadron, Osan AB, ROK
6 Jul 2004 to 18 Aug 2005, School of Advanced Air and Space Studies, Maxwell AFB, AL
5 Aug 2003 to 6 Jul 2004, IDE student, Air Command and Staff College, Maxwell AFB, AL
12 Feb 2003 to 5 Aug 2003, Chief, Air Warfare Branch, HQ Air Force Doctrine Center, Maxwell AFB, AL
16 Apr 2002 to 12 Feb 2003, Assistant Director of Operations, 36th Fighter Squadron, Osan AB, ROK

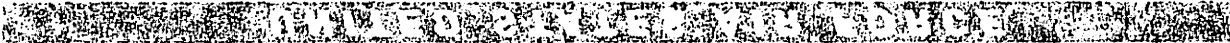
13. 1992-1993. The first of the four volumes of the "State of the Republic of Armenia" series was published in 1992. The second volume was published in 1993. The third volume was published in 1994. The fourth volume was published in 1995. The series was published by the National Statistical Service of Armenia.

ՀԱՅԿՏՊԱՅԱԿՆԵՐ

1992 թվականին հրատարակվեց Հայաստանի Հանրապետության վերին պալատի աշխատանքի մասին օրենքը: Օրենքի նպատակն էր հարմարեցնել Հայաստանի Հանրապետության վերին պալատի աշխատանքը հանրապետության օրենսդրությանը:



Այս մասին վերին պալատի աշխատանքի մասին օրենքը հանրապետության վերին պալատի կողմից հաստատվեց 1992 թվականին: Օրենքի նպատակն էր հարմարեցնել Հայաստանի Հանրապետության վերին պալատի աշխատանքը հանրապետության օրենսդրությանը: Օրենքի նպատակն էր հարմարեցնել Հայաստանի Հանրապետության վերին պալատի աշխատանքը հանրապետության օրենսդրությանը:



ՆՈՇԱԿՆԵՐ



2 May 2001 to 16 Apr 2002, Chief, Weapons and Tactics, 51st Operations Support Squadron, Osan AB, ROK
9 Jan 2001 to 2 May 2001, F-16 Chief, Weapons and Tactics, 51st Operations Support Squadron, Osan AB, ROK
10 Jul 2000 to 9 Jan 2001, Weapons Instructor Course (WIC), Nellis AFB, NV
14 May 1999 to 10 Jul 2000, Flight Commander/F-16 IP, 56th Training Squadron, Luke AFB, AZ
8 Apr 1998 to 14 May 1999, Programmer/F-16 IP, 309th Fighter Squadron, Luke AFB, AZ
23 Jan 1998 to 8 Apr 1998, F-16 IP Upgrade Training, 56th Training Squadron, Luke AFB, AZ
1 Jun 1997 to 23 Jan 1998, Chief, Sq Safety/F-16CJ Flight Lead, 22nd Fighter Squadron, Spangdahlem AB, GE
1 Oct 1996 to 1 Jun 1997, Scheduling Officer/F-16C Flight Lead, 22nd Fighter Squadron, Spangdahlem AB, GE
29 Apr 1996 to 1 Oct 1996, Flight Safety Officer/F-16C Flight Lead, 22nd Fighter Squadron, Spangdahlem AB, GE
27 Apr 1995 to 29 Apr 1996, Sq Training Officer/F-16C Pilot, 22nd Fighter Squadron, Spangdahlem AB, GE
6 May 1994 to 27 Apr 1995, F-16 student, 311/308th Fighter Squadron, Luke AFB, AZ
22 Dec 1993 to 6 May 1994, Sq Section Commander, 79th Fighter Squadron, Shaw AFB, SC
14 Oct 1992 to 22 Dec 1993, Sq Section Commander, 309th Fighter Squadron, Shaw AFB, SC
10 Oct 1991 to 14 Oct 1992, Adjutant, 309th Tactical Fighter Squadron, Homestead AFB, FL
07 Aug 1990 to 10 Oct 1991, EURO-NATO Joint Jet Pilot Training (ENJJPT), Sheppard AFB, TX

Major Awards and Decorations:

Legion of Merit

Defense Meritorious Service Medal

Meritorious Service Medal with 2 oak leaf clusters

Aerial Achievement Medal with 1 oak leaf cluster

Air Force Commendation Medal with 1 oak leaf cluster

Joint Service Achievement Medal

Air Force Achievement Medal

Joint Meritorious Unit Award with 1 oak leaf cluster

AF Outstanding Unit Award with 3 oak leaf clusters

Combat Readiness Medal with 4 oak leaf clusters

National Defense Service Medal with 1 oak leaf cluster

Global War on Terrorism Service Medal

Korean Defense Service Medal

AF Overseas Ribbon Long

AF Longevity Service with 6 oak leaf clusters

Small Arms Expert Marksmanship Ribbon

07 Aug 1990 to 10 Oct 1991 EURO-NATO Joint Pilot Training (EMJPT) Sheppard AFB, TX
 10 Oct 1991 to 14 Oct 1992 Adjutant, 309th Tactical Fighter Squadron, Homestead AFB, FL
 14 Oct 1992 to 22 Dec 1993 2d Section Commander, 309th Fighter Squadron, Shaw AFB, SC
 22 Dec 1993 to 6 May 1994 2d Section Commander, 79th Fighter Squadron, Shaw AFB, SC
 6 May 1994 to 27 Apr 1995 F-16 student, 31108th Fighter Squadron, Luke AFB, AZ
 27 Apr 1995 to 19 Apr 1996 2d Training Officer, 18C Flight, 32nd Fighter Squadron, Spangdahlem AB, GE
 19 Apr 1996 to 1 Oct 1996 Flight Safety Officer, 18C Flight, 32nd Fighter Squadron, Spangdahlem AB, GE
 1 Oct 1996 to 1 Jun 1997 Scheduling Officer, 18C Flight, 32nd Fighter Squadron, Spangdahlem AB, GE
 1 Jun 1997 to 23 Jan 1998 Chief, 2d Safety, 18C Flight, 32nd Fighter Squadron, Spangdahlem AB, GE
 23 Jan 1998 to 8 Apr 1998 F-16 14 Upgrade Training, 18th Training Squadron, Luke AFB, AZ
 8 Apr 1998 to 14 May 1998 Program Manager, 18th Training Squadron, Luke AFB, AZ
 14 May 1998 to 10 Jul 2000 Flight Commander, 18th Training Squadron, Luke AFB, AZ
 10 Jul 2000 to 9 Jan 2001 Weapons Instructor Course (WIC), Nellis AFB, NV
 9 Jan 2001 to 2 May 2001 F-16 Chief, Weapons and Tactics, 18th Operations Support Squadron, Osan AB, ROK
 2 May 2001 to 18 Apr 2002 Chief, Weapons and Tactics, 18th Operations Support Squadron, Osan AB, ROK

Awards and Decorations

- Small Arms Expert Marksmanship Ribbon
- AF Longevity Service with 6 oak leaf clusters
- AF Overseas Ribbon
- Korean Defense Service Medal
- Global War on Terrorism Service Medal
- National Defense Service Medal with 1 oak leaf cluster
- Combat Readiness Medal with 4 oak leaf clusters
- AF Outstanding Unit Award with 3 oak leaf clusters
- Joint Meritorious Unit Award with 1 oak leaf cluster
- Air Force Achievement Medal
- Air Force Achievement Medal
- Joint Service Achievement Medal
- Air Force Commendation Medal with 1 oak leaf cluster
- Aerial Achievement Medal with 1 oak leaf cluster
- Meritorious Service Medal with 2 oak leaf clusters
- Defense Meritorious Service Medal
- Legion of Merit

AF Training Ribbon

Effective Dates of Promotion:

2LT	30 MAY 1990
1LT	30 MAY 1992
CPT	30 MAY 1994
MAJ	01 JUL 2001
LTC	01 MAR 2006
COL	01 AUG 2011

(current as of October 2014)

AF Training Ribbon

Effective Dates of Promotion:

30 MAY 1980	SLT
30 MAY 1982	1LT
30 MAY 1984	CPT
01 JUL 2001	MAJ
01 MAR 2008	LTC
01 AUG 2011	COL

(current as of October 2014)

Fairhope Airport Development

Current Operational Statistics (for 12 months ending November 1, 2016)

32 aircraft based on field (25 single engine, 5 multi engine, 2 helicopters)

Average of 128 aircraft operations per day

- 53% transient general aviation
- 45% local general aviation
- 2% military

Paths to Grow Capacity and Increase Revenue

2 Years:

- Build hangars to counter shortage of aircraft hangar space/spots to increase numbers of aircraft based on field, transient aircraft, operations per day, and fuel sales.
- Provide catered food from local restaurants to draw more transient and military traffic, encourage more local airport activity, and market Fairhope restaurant fare.
- Develop synergy between Airport and Fairhope hotels, downtown/stores, restaurants, etc. with shuttle and/or taxi service to boost airport activity and Fairhope tourism.
- Pursue development of aviation service/flights between Fairhope airport to other regional airports, e.g. Mobile, Pensacola, New Orleans, Atlanta, etc.
- Pursue business development on airport and surrounding airport property for Airbus and Airbus suppliers, businesses with aviation related products, and other businesses with products that may benefit from airport access.
- Pursue media, activities, air shows and events that support and bolster above development.
- Grow FBO and/or start an additional FBO to support all of the above.
- Grow flight instruction operations and capacity to bolster airport activity, community education and career opportunities.
- Leverage Continental Motors presence to draw more transient aircraft for maintenance and other aviation and local services.
- Manage growth of airport activity and associated business with community noise compliant avoidance and awareness programs and transparent, ethical business practices.
- Strengthen relations with FAA, Air Traffic Control, military, and regional airport contacts and authorities.

5 Years:

- Foster orderly, safe, and efficient growth of airport operations and Fairhope tourism.
- Continue business development in line with and supported by Fairhope Economic Development objectives.
- Explore opportunities to use airport access to benefit Fairhope businesses, organizations, and citizens.

Current Operational Statistics (for 12 months ending November 1, 2016)

- 33 aircraft based on field (22 single engine, 2 multi engine, 2 helicopters)
- Average of 128 aircraft operations per day
- 52% transient general aviation
- 47% local general aviation
- 2% military

Paths to Grow Capacity and Increase Revenue

5 Years:

- Build hangars to counter shortage of aircraft hangar space to increase numbers of aircraft based on field, transient aircraft, operations per day, and fuel sales.
- Provide catered food from local restaurants to draw more transient and military traffic, encourage more local airport activity, and market Fairhope restaurant fare.
- Develop synergy between Airport and Fairhope hotels, downtown stores, restaurants, etc.
- Pursue development of aviation services (e.g. shuttle and/or taxi service to boost airport activity and Fairhope tourism).
- Pursue development of aviation services (e.g. shuttle and/or taxi service to boost airport activity and Fairhope tourism).
- Pursue business development on airport and surrounding airport property for Airbus and Airbus suppliers, businesses with aviation related products, and other businesses with products that may benefit from airport access.
- Pursue media, activities, air shows and events that support and bolster above development.
- Grow FBO and/or start an additional FBO to support all of the above.
- Grow flight instruction operations and capacity to bolster airport activity, community education and career opportunities.
- Leverage Continental Motors presence to draw more transient aircraft for maintenance and other aviation and local services.
- Manage growth of airport activity and associated business with community noise compliance avoidance and awareness programs and transparent, ethical business practices.
- Strengthen relations with FAA, Air Traffic Control, military, and regional airport contacts and authorities.

5 Years:

- Foster orderly safe and efficient growth of airport operations and Fairhope tourism.
- Continue business development in line with and supported by Fairhope Economic Development objectives.
- Explore opportunities to use airport access to benefit Fairhope businesses, organizations, and citizens.



312 S Tee Dr • Fairhope, Al 36532 • Phone: 251-402-5700 • E-Mail: walleye.waller@gmail.com

Experience

Operations and Management

2011-2013

- As 57th Operations Group Commander, Nellis AFB, NV, responsible for all Nellis AFB airfield operations and management to include oversight of RED FLAG, GREEN FLAG, Air Ground Operations School (AGOS), Nellis AFB Air Show, airfield and runway upkeep and repair, and operations in support of USAF Weapons School, USAF Aggressors, 53rd Test and Evaluation Group, Nellis Test and Training Range, and USAF Aerial Demonstration Team Thunderbirds. Air Combat Command and USAF Warfare Center Executive Agent to National Training Center (NTC), Joint Readiness Training Center (JRTC), and Ft Sill Joint Fires Observer Course.
- Worked with Federal Aviation Administration ARTCC leaders coordinating USAF operations and training across Salt Lake, Los Angeles, and Oakland Centers and with various FAA reps on air show operations.

Flying

1980-present with over 3,900 flying hours

- US Air Force F-16 Flight Examiner, Instructor Pilot, Aggressors Pilot, Mission Commander, and Functional Check Flight Pilot with over 2,225 hours jet time in F-16, T-38, T-37, F-15, F-111, F-4, and B-1 aircraft. USAF Aircraft Mishap Investigator and Safety Board President.
- Owner and operator of Skybound Solutions LLC providing aviation and business consulting; pilot services in Embraer Phenom 100 jet and various piston aircraft; flight instruction in Pitts Special S2B for aerobatic, spin and upset recovery, and tail wheel endorsement; and Commercial and Private Pilot training.
- Certified Flight Instructor and Commercial pilot ratings, former International Council of Air Shows (ICAS) Certified Performer, and International Aerobatic Competitor.

Education

Masters in Strategic Studies, Army War College in Residence, 2009

Masters in Airpower Art and Science, School of Advanced Air and Space Studies (SAASS) in Residence, 2005

Masters in Military Operational Art and Science, Air Command - Staff College in Residence, 2004

Masters in Public Administration, Troy State University, 1993

Bachelor of Science Degree, Russian Language Minor, US Air Force Academy, 1990

Leadership

Director of Strategy, Policy, and Plans, International Security Assistance Force Headquarters, Kabul Afghanistan; Acting Vice Wing Commander, 57th Wing, Nellis AFB, NV leading 3,500 joint military personnel and civilians in conducting operations at Nellis AFB; 57th Operations Group Commander, Nellis AFB, NV; 36th Fighter Squadron Commander, Osan AB, Republic of Korea; and flight command, strategist, and leadership positions at locations around the world.

Exceptional experience in team building, collaboration, strategic and operational planning, problem solving, and innovation to include work with Defense Advanced Research Projects Agency (DARPA), Sandia National Labs, Air Force and Army Research Labs, and Defense Information Systems Agency (DISA).

As 57th Operations Group Commander, Nellis AFB, responsible for all Nellis AFB airfield operations and management to include oversight of RFD FLAC, (RFD) F-16, Air Ground Operations School (AGOS), Nellis AFB Air Show, airfield and runway approach and repair operations in support of USAF Weapons School (USAW), Aggressors, 23rd Test and Evaluation Group, Nellis Test and Training Range, and USAF Aerial Demonstration Team Thunderbirds. Air Command and USAF Warfare Center Executive Agent to National Training Center (NTC) Joint Resource Training Center (JRTC) and F-16 Joint Fires Observer Course. Worked with Federal Aviation Administration (FAA) to coordinate F-16 operations and training across Nellis, Los Angeles, and Oakland Centers and with various FAA types on air show operations.

US Air Force F-16 Flight Examiner, Instructor Pilot, Aggressors Pilot, Mission Commander and Functional Check Pilot with over 2,225 hours jet time in F-16, F-35, F-15, F-111, F-4, and B-1 aircraft. USAF Aircraft Mishap Investigator and Safety Board President. Operator of Skybound Solutions LLC providing aviation and business consulting pilot services in support of various piston aircraft flight instruction in Part 61 and Part 135 for recreational, sport andquest recovery, and tail wheel endorsement and Commercial and Private Pilot Training. Certified Flight Instructor and Commercial Pilot Ratings, former President of Council of Air Shows (CAS) Certified Performance and International Acrobatic Competition.

Master of Strategic Studies, Army War College in Residence, 2009
Masters in Airpower, Art and Science, School of Advanced Air and Space Studies (SAAS) in Residence, 2005
Masters in Military Operations, Art and Science, Air Command - Staff College in Residence, 2004
Masters in Public Administration, Troy State University, 1993
Bachelor of Science Degree, Russian Language Minor, US Air Force Academy, 1990

Director of Strategy, Policy, and Plans, International Security Assistance Force Headquarters, Kabul Afghanistan, Acting Vice Wing Commander, 57th Wing, Nellis AFB, NV leading 3,500 joint military personnel and civilians in conducting operations at Nellis AFB; 57th Operations Group Commander, Nellis AFB, F-16 fighter squadron Commander, Osan Air Republic, Korea; and flight commander, air support and leadership positions in locations around the world. Exceptional experience in tactical and strategic coordination, strategic and operational planning, problem solving, and innovation to include work with Defense Advanced Research and Projects Agency (DARPA), Sandia National Labs, Air Force and Army Research Labs, and Defense Information Systems Agency (DISA).

AIRPORT AUTHORITY

NOMINEE (S)

6-Year Term

APPOINTMENTS

Kristine Kiernan replacing Vince Boothe whose term expires
March 2017

The term shall end March 2023

REAPPOINTMENTS

CITY OF FAIRHOPE

FEB 14 '17 PM 2:57

FAH



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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

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

PLEASE PRINT CLEARLY

Last Name: Kiernan First Name: Kristine
Phone Number: 251 929 3953 Cell: 251 377 5922 Email: kristine.kiernan@erau.edu
Home Address: 110 Fairwood Blvd
City: Fairhope State: AL Zip: 36532

Business Address: _____
City: _____ State: _____ Zip: _____

Name of Board or Committee: Airport Authority

EDUCATIONAL BACKGROUND: PhD in Aviation, Embry-Riddle Aeronautical University; Master of Aeronautical Science, Embry-Riddle; Bachelor of Science in Neuroscience, Brown University

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS: Airline Transport Pilot with Falcon 20 type rating Remote Pilot Certificate, small unmanned systems

PROFESSIONAL EXPERIENCE: 12 years as Coast Guard aviator flying the Falcon 20 12 years adjunct assistant professor, Embry-Riddle, now

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS: Women in Aviation full time faculty

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

Signature: *[Handwritten Signature]* Date: 2/7/17

You may attach a resume with this application.

I have an extensive operational background in aviation, as well as years of experience in aviation education. In addition to my military flight training, I also have experience in general aviation, having gotten my start at a local FBO.

I am looking forward to using my aviation experience to help the Airport Authority leverage the marvelous asset we have in our airport. Aviation is the perfect "force multiplier" for the type of clean, high value business the city wants to attract & promote.

Kristine M. Kiernan

Curriculum Vitae

110 Fairwood Boulevard, Fairhope, Alabama, 36532
(251) 377-5922, kiern4fd@erau.edu

Summary of Qualifications

Aviator, educator, and writer with over twenty years of experience in teaching, research, aviation safety, crew resource management, operational flying, flight instructing, and freelance writing.

Education

Embry-Riddle Aeronautical University, Ph.D. in Aviation	2016
Embry-Riddle Aeronautical University, Masters in Aeronautical Science with Distinction	1999
Brown University, Bachelor of Science in Neuroscience, Magna cum Laude	1990

Aviation Experience

2200 Hours total time, including 850 Pilot in Command, 1900 Turbine, 200 Instructor. Single and multi-engine land ratings, ATP with Falcon 20 type rating, instrument qualified. Remote pilot certificate, small unmanned aircraft systems.

Professional Experience

Embry-Riddle Aeronautical University, Worldwide Campus	2017-present
• <i>Assistant Professor, Associate Chair, Master of Science in Unmanned Systems</i>	
Embry-Riddle Aeronautical University, Worldwide Campus	2005-2017
• <i>Adjunct Assistant Professor.</i>	
Coast Guard Falcon 20 Training Branch, Mobile, Alabama	1999-2002
• <i>Chief Pilot for Technical Issues, Course Materials developer, Crew Resource Management instructor and developer. Promoted to Lieutenant Commander.</i>	
Operational Division, USCG Aviation Training Center, Mobile, Alabama	1997-1999
• <i>Unit Standardization Officer, Unit Instructor Pilot, Lieutenant.</i>	
Naval Air Station Meridian, Meridian, Mississippi	1996-1997
• <i>Strike Training Pipeline, Lieutenant.</i>	
Coast Guard Air Station Miami, Opa-locka, Florida	1992-1996
• <i>Duty Standing Aircraft Commander, Aviation Safety Officer (1995-1996), Public Affairs Officer (1993-1995). Promoted to Lieutenant Junior Grade, promoted to Lieutenant.</i>	
United States Navy Flight School, Corpus Christi, Texas	1991-1992
• <i>Student Naval Aviator, Ensign.</i>	
United States Navy Flight School, Pensacola, Florida	1990-1991
• <i>Student Naval Aviator, Ensign.</i>	

- *Officer Candidate*

Teaching Experience

Embry-Riddle Teaching Experience: Undergraduate and graduate level courses:

- Applications in Crew Resource Management
- The Air Transportation System
- Aviation Legislation
- Aviation Accident Investigation
- Aviation/Aerospace Psychology
- Human Factors in Aviation
- Aviation Safety
- Capstone Project Advisor

Coast Guard Teaching Experience:

- Crew Resource Management Instructor
- Initial and Recurrent training instructor for Falcon 20 program
- Ground school instructor in Aircraft Performance, Aerodynamics, and Aircraft Systems
- Unit Instructor Pilot

Course Development Experience

Chief Course Materials developer for Falcon 20 program: developed courses on performance, aerodynamics, and aircraft systems; wrote annual week-long proficiency course attended by all Coast Guard Falcon pilots, including Line Oriented Flight Training scenarios and Emergency Procedures.

Crew Resource Management course developer for pilots and aircrew throughout Coast Guard.

Presentations

Human Factors Considerations in Autonomous Lethal Unmanned Aerial Systems. Presented at the 2015 Aviation/Aeronautics/Aerospace International Research Conference, Phoenix, Arizona.

Generation in the Aviation Workforce. Presented at the 2016 International Women in Aviation Conference, Nashville, Tennessee.

Community Building in the Online Educational Environment. Presented at the 2015 Ph.D. in Aviation Residency, Daytona Beach, Florida.

Making it Work: Career, Family, Priorities. Presentation at the 2014 International Women in Aviation Conference, Orlando, Florida.

Publications

Kiernan, K. M. (2012). The Wright Brothers vs. the World: Understanding the Wright Patent Wars. *Journal of Aviation/Aerospace Education & Research*, 21(3), 41.

Kiernan, K. M. (2016). Two Pilots, Two Countries, One Dream. *Women in Aviation International Show Daily*.

Kiernan, K.M. (2014). Inspiration - You. *Women in Aviation International Show Daily*.

Kiernan, K.M. (2010). Book Review of Anne Morrow Lindbergh's *A Gift from the Sea*. *Aviation for Women Magazine*.

Kiernan, K.M. (2010). Book Review of Joanne London's *Fly Now: The Poster Collection of the National Air and Space Museum*. *Aviation for Women Magazine*.

Research Being Prepared for Publication

Calculating the Cost of Pilot Turnover in Part 135 Operations. Presented to the Department of Doctoral Studies at Embry-Riddle Aeronautical University, Daytona Beach, Florida.

Project Paperclip and its Repercussions: Exploring American Recruitment of German Aerospace Scientists Following World War II. Presented to the Department of Doctoral Studies at Embry-Riddle Aeronautical University, Daytona Beach, Florida.

Awards and Recognition

- Finalist - American Airlines Veteran's Initiative Scholarship
- Winner – PAI Consulting Aviation Safety scholarship
- Coast Guard Achievement Medals with Operational Distinguishing Device (2)
- Coast Guard Humanitarian Service Medals (4)
- Coast Guard Unit Commendation Awards (4)
- National Defense Service Medals (2)
- Meritorious Team Commendation Ribbons (3)
- Secretary's Outstanding Unit Ribbon
- First Coast Guard Officer to be awarded top graduate - Aviation Safety Officer School
- Orville Wright Achievement Award for top graduate - Naval Flight Training
- Commodore's List with Distinction - Advanced Naval Flight Training
- Commodore's List with Distinction - Primary Naval Flight Training
- VT-3 Student of the Month – Primary Naval Flight Training
- Academic Achievement Award - Primary Naval Flight Training
- Top Graduate – Aviation Preflight Indoctrination
- Top Graduate – Coast Guard Officer Candidate School
- Highest Academic Average for Reserve Commission – Coast Guard Officer Candidate School

Ph.D. Dissertation

The Effect of Generation on Retention of Women Engineers in Aerospace and Industry, Dr. Tim Brady, committee chair. Quantitative, time-lag study using a National Science Foundation database of science and engineering professionals. Results showed that generation had a significant influence on reasons for leaving the engineering workforce, particularly between the Generation X and Millennial cohorts. Results can be used to improve retention of women engineers in the aerospace industry.