



**CITY OF FAIRHOPE**  
**CITY COUNCIL PACKET FOR PRESS**  
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**CITY OF FAIRHOPE  
CITY COUNCIL WORK SESSION AGENDA**

**MONDAY, 24 APRIL 2017 – 4:30 P.M. – COUNCIL CHAMBERS**

1. Building Official Erik Cortinas – Upcoming Building Department Issues
2. Marina Discussions
3. Sales Tax Holiday Ordinance
4. Professional Consulting Services for Graphic Design and Layout - Valley House
5. Committee Updates
6. Department Head Updates

**Next Regular Meeting Monday, May 8, 2017 Same Time and Place**

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 24 APRIL 2017 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 10 April 2017 Regular City Council Meeting, minutes of 10 April 2017 Work Session, and minutes of 10 April 2017 Agenda Meeting.
2. Report of the Mayor
3. Mayor's Veto of An Ordinance Amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a).
4. Public Participation – Agenda Items – (3 minutes maximum)
5. Council Comments
6. Resolution – That Mayor Karin Wilson is hereby authorized to execute a Second Extension of Agreement concerning Tolling of the Statute of Limitations between the Utilities Board of the City of Daphne and the City of Fairhope regarding jointly owned gas lines.
7. Resolution – That the City Council approves the selection of Diversified Emergency Management Associates, LLC to perform Professional Consulting Services for Composing Disaster Debris Management Plan 2017 and Modification of Disaster Debris Removal and Disposal Bid for Agency Compliance (RFQ No. PS020-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, establish a not-to-exceed limit with this firm; and execute the associated contract.
8. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Engineering Design Technologies, Inc., for RFQ No. PS018-17, Professional Engineering Services for repairs to Quail Creek Clubhouse 2017, with a not to exceed \$24,500.00.
9. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan, with a not to exceed \$27,380.35.
10. Resolution – That Mayor Karin Wilson is hereby authorized to execute a Reimbursable Agreement for Relocation of Utility Facilities for County Project Number ERPR-8980(911) between the City of Fairhope and the Baldwin County Commission on CR32 500' east of SR181 with the proposed location remaining the same and depth being lowered an additional 12' (approximately). The total estimated reimbursable cost is \$17,031.47.
11. Resolution – That the City of Fairhope has voted to procure Service for Project No. GAS002-17 to Relocate Gas Line on CR 32 for the County Drainage Project; and to purchase Materials (required pipe and fittings) for same. The total project cost is \$17,031.47: \$14,905.13 for Service and \$2,216.34 for Materials.

12. Resolution – That Mayor Karin Wilson is hereby authorized to execute a South Alabama Mutual Assistance Agreement with between the City of Fairhope and among the counties, towns, and cities of the South Alabama Mutual Assistance Compact to provide and receive mutual aid as a result of a Disaster.
13. Resolution – That the City of Fairhope hereby terminates the contract titled City Engineer Services between the City of Fairhope and Jade Consulting, LLC due to Clause No. E Terms and Conditions (11); and authorizes Mayor Wilson to sign the necessary paperwork.
14. Resolution – Accepting all of Fairhope’s public utilities located in right-of-ways within Bridlewood Farms for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and BR549, LLC.
15. Resolution – To Award Bid for Miniature LED Lights 2017 (Bid No. 013-17) with the total bid proposal of \$8.62 per strand for a total cost of \$129,300.00 for approximately 15,000 strands.
16. Resolution – That the City Council hereby approves and authorizes Mayor Karin Wilson to execute a Memorandum of Understanding between the Baldwin County Commission, the City of Fairhope, and the Fairhope Volunteer Fire Department regarding the shared use of certain communications infrastructure owned by Baldwin County Commission for the purpose of supporting an interoperable P-25 public safety communications system.
17. Resolution – Approval of the 2016 – 2017 Budget
18. Resolution – That the Governing Body hereby expressly lifts the hiring freeze and authorizes filling of budgeted positions.
19. Appointment – Museum Advisory Board
20. Appointments – Airport Authority
21. Application for a Non-Profit Tax Exempt License (Alcoholic Beverage License) by Jamie Seelye for Project Mouvement in Art, Inc., for “Dance Arts South Generation Z,” at 161 North Section Street, Fairhope, Alabama on June 3, 2017 from 2:00 p.m. to 7:00 p.m.
22. Request – Katie Evans, Board President of The Exceptional Foundation of the Gulf Coast, requesting permission to block streets (School Street, Fairhope Avenue, Bancroft Street, and Morphy Avenue) for the bike parade from 6:00 p.m. to 6:20 p.m.; use the Fairhoper’s Community Park; and use of barricades for the Red White & Bike Event on July 1, 2017 from 5:00 p.m. to 7:00 p.m.
23. Request – Fairhope Volunteer Fire Department – Requesting to use the James P. Nix Center on Saturday, December 2, 2017, for the Fairhope Volunteer Fire Department Wives Dinner; and have requested fees to be waived.

24. Request – Fairhope Volunteer Fire Department – Requesting to use the James P. Nix Center on Thursday, September 7, 2017, for the Baldwin County Fire Chiefs Association meeting from 4:30 p.m. to 9:00 p.m.; and have requested fees to be waived.
25. Public Participation – (3 minutes maximum)
26. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, April 24, 2017 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, April 24, 2017 – Council Chamber**

**Next Regular Meeting – Monday, May 8, 2017 - Same Time and Place**

Items Requested by Mayor Wilson for April 24, 2017 City Council Agenda  
Items Omitted per Council President and City Council:

Sent via e-mail March 14, 2017 Entertainment District Ordinance

Sent via e-mail April 3, 2017 for Special Called Meeting

Approve Lifting of Hiring Freeze

Approve Budget

Sent via e-mail April 13, 2017

Approval of Budget

Lift Hiring Freeze

STATE OF ALABAMA                    )  
  :  
COUNTY OF BALDWIN                )

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 10 April 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 Gray Strickland, Pastor of the Way Community Church, and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on one agenda item after Agenda Item Number 8: a Resolution that the City Council approves the selection of Stewart Engineering, Inc. for RFQ No. PS025-17, Professional Engineering Services to Upgrade Fairhope’s Electrical System Map and our associated Software Model, and authorize Mayor Karin Wilson to negotiate a fee schedule, establish a not-to-exceed figure with that firm, and to execute the associated contract.

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

Councilmember Boone moved to approve minutes of the 27 March 2017, regular meeting; minutes of the 27 March 2017, work session; minutes of the 27 March 2017, agenda meeting; and minutes of the 5 April 2017, special called meeting. The motion was seconded by Councilmember Robinson who stated he would be abstaining from the minutes of 27 March 2017 due to not being present. Council President Burrell commented that Roberts Rule of Order allows for all to vote on minutes even if not present. After further discussion, motion passed by the following voice votes for minutes of the 27 March 2017 regular meeting, work session, and agenda meeting: AYE – Burrell, Conyers, Brown, and Boone. NAY – None. ABSTAIN – Robinson; and motion passed unanimously by voice vote for the 5 April 2017 special meeting.

Mayor Wilson addressed the City Council and recognized two City retirees: Kathy Gordon with 15 years of service and Tom Odom with 31 years of services. Mayor Wilson presented two framed awards: one award to Townes Bowman for winning the 5th Grade Anti-Litter Campaign Contest; and one to Jacob Hartley for achieving the Eagle Scout Award.

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The following individuals spoke during Public Participation for Agenda Items:

- 1) Chip Shaw, 916 Sea Cliff Drive, addressed the City Council regarding Agenda Item No. 5: An ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). Mr. Shaw commented the face of the Council has changed. He said let it drop; and it would have all been over. He stated the voices of citizens and thoughts are clear. Mr. Shaw is opposed to the ordinance.
- 2) Francis Paul Ripp, 22985 High Ridge Road, addressed the City Council regarding Agenda Item No. 5: An ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). Mr. Ripp stated this is the 10th meeting and thousands came out against the Fly Creek PUD; and Breland will have to be given the same. He said citizens will be dealing with this forever. Mr. Ripp said "Let it die; put an end to it."
- 3) Chief Petties stated that he had put the note on the agenda for everyone to be civil; and he commented for all to act like grown people.
- 4) Maggie Mosteller, resident of Fairhope, addressed the City Council regarding Agenda Item No. 6: A resolution that the City Council approves the selection of Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan. Ms. Mosteller is in favor of this resolution; and said we should study the whole area and come up with solutions to see how we can bring the people outside the City limits into the City.
- 5) Johnny Chaney, resident of Fairhope, addressed the City Council regarding Agenda Item No. 6: A resolution that the City Council approves the selection of Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan. He thanked the City Council for what they do. He gave a history of SARPC and the grant which was first agreed to back in September 2015. He stated this is a great thing for all being concerned.
- 6) Reverend Williams, resident of Fairhope, addressed the City Council regarding Agenda Item No. 6: A resolution that the City Council approves the selection of Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan. He said the drainage is from the County into the City; and he no longer has a backyard. He commented water is coming from other areas too; and the damages are unknown.
- 7) Lynn Buchanan, 58 Nichols, addressed the City Council and said these are the same issues that need to be addressed; and should not have to be brought up at every meeting.
- 8) Judy Bond, 213 South Drive, addressed the City Council regarding Agenda Item No. 5: An ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). Ms. Bond stated these issues need to be resolved; and tourism is important here. Ms. Bond said, "Do the right thing."



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- 9) Larry Morris, retired Natural Resource Conservationist and current Project Manager for Weeks Bay Plan, addressed the City Council regarding Agenda Item No. 5: An ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). Mr. Morris spoke on behalf of Mr. Corte. Mr. Morris stated he was here at Arthur Corte's request. Mr. Morris said he gave a plan with gulley structure to the former Mr. Corte who told him that he had dredged out Fly Creek and made it navigable as a young man. Mr. Morris said that the former Mr. Corte did not want the creek damaged. He said Arthur Corte is a chip off the old block (his Dad).
- 10) John Parker, Fairhope resident for 50 years, addressed the City Council regarding Agenda Item No. 5: An ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). Mr. Parker said he had served on the City Council and the Planning Commission and the process works. He stated the Corte Family annexed first and then came to the City for development approval; and he is aware of the process they had to go through for streets, drainage, etc. He requested the City to offer an objective and fair decision.
- 11) Reily Murphy, 22163 Main Street, addressed the City Council regarding Agenda Item No. 5: An ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). Mr. Murphy stated he was against the extension; and this project is an environmental issue for him. He said utmost safety is his goal. He mentioned the Daphne apartments built 10 months ago which are only fifty percent occupied. Mr. Reily asked the City Council to please make the right decision.
- 12) Bob Wills, on behalf of Arthur Corte and Leaf River, addressed the City Council regarding Agenda Item No. 5: An ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). Mr. Wills said he appreciated all who had spoken. He gave a brief history of facts: the moratorium was passed, MOP was done and denied, there is a conflict with language of application and PUD, all additional items were done. He stated Fairhope has stringent requirements and those were met. He said they have requested an extension of the Sunset Clause.
- 13) Kelly Eby, 9828 Chariot Avenue, addressed the City Council regarding Agenda Item No. 5: An ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). She said the developer and Corte had six months to meet the PUD language and did not. She stated they should follow the rules.
- 14) Rollin Neason, 95 Blue Island Drive, addressed the City Council regarding Agenda Item No. 5: An ordinance amending Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). He said there is a no growth side and a developer side. He said they are all in it for the money; and asked the City Council will the project be good for the City. Mr. Neason commented "Do the right thing."
- 15) Unknown Citizen commented "Do the right thing."

Councilmember Robinson apologized for missing the last meeting, but it was due to the arrival of Greer Elizabeth Robinson. He thanked Thomas Hospital for caring for his wife and mother during their stay. He also confessed that he watches the videos from the Council meetings to make sure his points came across how he intended.

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Councilmember Robinson gave a small talk on civility and said we all want to do the right thing. He said we all need accurate information; and facts that are not right escalate. He said we need to be transparent.

Councilmember Conyers brought up the Airport Authority and the compromised he had suggested for both members. He commented both current members right now are highly qualified and doing an excellent job. Councilmember Conyers said the Library Board meets next Monday; and announced the upcoming events: The Bald Eagle Bash for the Weeks Bay Foundation; Eastern Shore Repertory will have a coastal cleanup to promote "The Little Mermaid;" and Fairhope High School will be presenting "The Tempest."

Councilmember Brown apologized for missing the last meeting due to a preplanned vacation. He said, "I will do the right thing and had prayed about his decision."

Councilmember Boone said he is promoting Easter and why we have it.

Council President Burrell said he respects everyone on the dais; and whatever the decision he would respect the City Council. Council President Burrell said he has spent untold number of hours regarding this ordinance.

Councilmember Boone moved for final adoption of Ordinance No. 1591, an ordinance to amend Ordinance No. 1572: Fly Creek PUD Sunset Provision; Paragraph 3 (a). (Introduced at the 27 March 2017 City Council Meeting) The motion was seconded by Councilmember Brown. Planning Director Wayne Dyess explained the ordinance. Councilmember Robinson asked if the MOP was approved would the new rules in place apply. Mr. Dyess said the old rules that were in place at the time PUD was approved would be used.

Councilmember Robinson said the ordinance from last April had a one-year extension to adhere the MOP application; and this extension would only allow them four more months. He said the moratorium took away four months; and there are certain scenarios the City Council have to look at:

- 1) Deny and City gets sued and wins; and still build something
- 2) Deny and City gets sued and loses; and still build
- 3) Deny and City gets sued; and owner annexes into Daphne who regulate rules

Councilmember Robinson stated he has a strong concern about anything being built on the property. He said this project has more environmental safeguards in place.

Councilmember Conyers commented this is a difficult issue and it boiled down to what was the best interest of Fairhope and/or developer. Councilmember Conyers said he has the utmost respect to all of the Councilmembers.

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Councilmember Brown said we want to treat everyone fairly; and commented he has known Corte for decades. He said that Corte's developments are all nice. He said this is a great location and more development to come behind these. He said the rest of the property could be Daphne or could be Fairhope; and we need to address the projects before these get to us.

Councilmember Boone stated that he wants a fair playing field for everyone.

Council President Burrell mentioned the timeline for this development; and that he was the only elected official who voted against it. He said last April he voted no and wished it was denied, but the vote was three to two for the Fly Creek PUD and the majority wins. He said it had a one-year sunset clause; on October 3rd applied for MOP and it was denied; six months after denial could reapply on April 3rd and get building permit. He said that is 110 days lost; and if we grant 120 days would give them one opportunity to go to Planning Commission. Council President Burrell commented we need to consider the pact we made a year ago; and we took four months away from them. He suggested giving them 120 days for MOP hearing and 130 days to get building permit.

Councilmember Robinson stated we should give them apples to apples; and give them as close to what we took away. Council President Burrell stated there is only one of us who supports the new revision. Councilmember Brown commented there were three separate engineering firms who reviewed and approved this project; and a few days before the MOP application, one of the firms changed its approval to denial. After further discussion, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Brown, and Boone. NAY - Conyers.

Sherry-Lea Botop along with David Perkes AIA, and Kelsey Johnson both with the Gulf Coast Community Design Studio addressed the City Council and explained the need for the professional consulting services to provide a South Fairhope Community Action Plan. Ms. Johnson said the HUD money could only be used in the City limits; but possibly could get grant funding at the State level. Mr. Perkes stated they were brought in initially to help with HUD grant; and have spoken with community. He said the study is to identify broader issues and work to find sources of funding; and this would be the community working together. Johnny Chaney spoke up and requested the City Council to help get the grant, mentioned possible suit the City did not help. He said we need something done.

Councilmembers questioned stormwater management in RFQ, getting ahead before annexing, how can we spend outside City limits, and working with the County. The study will help address priorities and to figure out resources for all while working in the City and with the County and the State.

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Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan, and authorize Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 2711-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan, and authorizes Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure.

Adopted on this 10th day of April, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase the annual renewal of the ASTRO25 Trunking Infrastructure Service Maintenance Agreement for the Police Department Dispatch Consoles and the type of agreement needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid (T-300); and the vendor Motorola, Inc. is the Sole Source Distributor for this equipment. The cost of this hardware and software support is \$22,220.40. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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**RESOLUTION NO. 2712-17**

**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 the annual renewal of the ASTRO25 Trunking Infrastructure Service Maintenance Agreement for the Police Department Dispatch Consoles and the type of agreement needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid (T-300); and the vendor Motorola, Inc. is the Sole Source Distributor for this equipment. The cost of this hardware and software support is \$22,220.40.

Adopted on this 10th day of April, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with Delta Industries, Inc., d/b/a Gulf States Ready Mix, for the annual bid of Ready-mix Concrete for the City (Bid Number 017-16) for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with an estimated annual cost of \$46,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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10 April 2017

**RESOLUTION NO. 2713-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute Extension No. 1 of the Contract with Delta Industries, Inc., d/b/a Gulf States Ready Mix, for the annual bid of Ready-mix Concrete for the City (Bid Number 017-16) for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with an estimated annual cost of \$46,000.00.

Adopted on this 10th day of April, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Stewart Engineering, Inc. for RFQ No. PS025-17, Professional Engineering Services to Upgrade Fairhope's Electrical System Map and our associated Software Model, and authorize Mayor Karin Wilson to negotiate a fee schedule, establish a not-to-exceed figure with that firm, and to execute the associated contract. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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10 April 2017

**RESOLUTION NO. 2714-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Stewart Engineering, Inc. for RFQ No. PS025-17, Professional Engineering Services to Upgrade Fairhope's Electrical System Map and our associated Software Model, and authorize Mayor Karin Wilson to negotiate a fee schedule, establish a not-to-exceed figure with that firm, and to execute the associated contract.

DULY ADOPTED THIS 10TH DAY OF APRIL, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

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

- 1) Flor Fellers, 19195 Scenic Highway 98, addressed the City Council and said she was a naturalized citizen from Cuba and thankful to be a citizen. Ms. Fellers spoke against the City Council settling the Breland case and against the filling in of 10.5 acres of wetlands. She said her home would be the most jeopardized and will be negatively impacted.
- 2) Walter Woodrow, 399 South Ingleside, addressed the City Council regarding his house being flooded near the intersection of Middle and Ingleside. Mr. Woodrow said permits were given to build subdivision, but no ponds built. He then brought up the Nightmare Chambers and the issues with it being brought to the City's attention. Mr. Woodrow said he did not understand why this business did not have to go before the Board of Adjustments and citizens notified before allowing in a neighborhood.
- 3) Susie Glickman, 411 South Mobile Street, addressed the City Council and questioned before you were elected why didn't you tell us you could do nothing. Ms. Glickman said, "please tell us when you cannot do anything."

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- 4) Bud Pommer, 9626 Derby Lane, addressed the City Council and stated he wants to be safe in the City. He told the City Council a story regarding the Police Department in Alabaster. Mr. Pommer said that never in five years has the Fairhope Police Department patrolled his street; and every street should be patrolled.
- 5) Bob Gentle, 55 Church Street, addressed the City Council regarding the Mayor and Council issues. He said they conducted themselves very well tonight. He said the Council set rules and need to explain that to the citizens; and they need to be informed on the "Strong Council/Weak Mayor" form of government which came about in 2005. Mr. Gentle said he was an old arbitration mediator and offered his services for free.
- 6) Yael Girard, Executive Director of the Weeks Bay Foundation, addressed the City Council regarding the filling of the wetlands. Ms. Girard said this will directly and negatively impact the wetlands. She explained the function of the wetlands and said we need to protect all of our wetlands. Ms. Girard stated that the whole Weeks Bay Foundation Board is unanimously against the filling of the wetlands.
- 7) Johnny Chaney, 598 Middle Street, addressed the City Council and commented this was the best meeting this year. Mr. Chaney thanked the City Council.
- 8) Cade Kistler, Program Director for Mobile Baykeeper, addressed the City Council regarding the filling of the wetlands. He said the wetlands are vital to our quality of life and critical to protect. Mr. Kistler stated that the Battles Wharf wetlands should not be filled; and the City Council should take into account public interest. He said we need to enforce our ordinances.
- 9) Burt Sonenstein, 2 Molokai Drive, addressed the City Council regarding the Battles Wharf wetlands area. He commented insurance will pay for the defense of the case. He stated that filling the wetlands is environmentally unconscionable. He said Titi Swamp will be endangered; and asked for them to work with Community participation.  
  
Mayor Wilson commented we will look at ordinances that were in place when this was done. She said we will make decisions in the best interest for the City and fair to all citizens.
- 10) Fred Killion, 19313 Scenic Highway 98, addressed the City Council and explained the legal fees; reimbursement of and for defense of case. He mentioned a Bad Faith claim still pending against AMIC. He said do not allow Breland to fill in 10.5 acres of wetlands.
- 11) Steve Ewell, 6081 Nelson Drive, addressed the City Council regarding the 65 acres Breland purchased. He mentioned another property owner who has wetlands on the back portion of his property that cannot be filled. He commented a wealthy developer and a single resident are no different.
- 12) John Parker, 19397 Scenic Highway 98, addressed the City Council regarding the wetlands; and gave a petition to the City Council from 119 people petitioning to not fill in wetlands on any part of the 64-acre property.



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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 Conyers moved to go into Executive Session. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Exited the dais at 8:19 p.m. Returned at 9:18 p.m.

Councilmember Robinson 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 9:19 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council met in a Work Session at 4:30 p.m.,  
Delchamps Room, 161 North Section Street,  
161 North Section Street, Fairhope, Alabama 36532, on  
Monday, 10 April 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.

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

The following topics were discussed:

- The first item on the agenda was the Volanta Park Master Plan Discussion by Joe Comer of Espalier Landscape Architecture. Mr. Comer briefly went over the proposed master plan which will increase the number of fields; change the size of fields; stabilize erosion; connect park elements; use of bio swells and pervious pavers; will be handicap access; and will include a plaza in the middle. He said it should take approximately six months to a year to complete. Recreation Director Tom Kuhl commented the fields would be done during Fall season and we would possibly use Daphne's fields. Recreation Board member Charlie Langham explained the parking lot timing for construction, would use netting for protection; and the are well over 800 kids in the league now. The cost of the plan was questioned by Councilmember Conyers.
- Discussion of Budget Updates was next on the agenda and Ordinance No. 1520 was addressed. Councilmember Brown explained this would mean a \$2.0 million deficit and we would have to redirect funds. Council President Burrell and Councilmember Brown agreed that it would be around a \$1.6 million deficit if the budget remained as is; and that they already have between \$300,00.00 to \$400,000.00 possible cuts. Mayor Wilson questioned why there will be cuts. Council President Burrell explained some of these cuts are for spending that is not sustainable; and with another \$770,000.00 deficit projected for next year. Mayor Wilson said the revenue and expenses are conservative numbers; and this is a draft budget constantly changing. Councilmember Brown stated it is not sustainable to hire 34 new positions. Council President Burrell commented the Mayor submits recommendations for the budget and the City Council tweaks it; and he said the Council could actually prepare its own. He said there is usually a two percent contingency in the budget for unknowns. The consensus of the City Council was they were not ready to pass the budget at this time; and they want to wait until they have a full year as a framework.
- Councilmember Boone stated that the Harbor Board will be meeting Wednesday to discuss the seawall and leases. He said the Personnel Board will meet on the third Thursday at 7:15 a.m.
- Councilmember Brown stated the Pedestrian and Bicycle Committee did not have a quorum; and the Education Advisory Committee met with principal regarding long-term plans.

- Councilmember Conyers stated that the Fairhope Environmental Advisory Board will meet this coming Friday.
- Councilmember Robinson said that the Recreation Board meets next week and missed the Recycling Committee meeting.

Council President Burrell mentioned the Soccer Complex and an issue with the entry. He suggested getting cost of the entry and/or value engineering.

- Council President Burrell said that the Industrial Development Board took a field trip to the Warehouse District; and wanted to make sure everyone knew this is not an entertainment district. He said the purpose of this district is to attract light industry to that area. The Industrial Development Board is trying to draw attention to this area.
- Economic and Community Development Director Sherry-Lea Botop addressed the City Council regarding the following items: presentation of revenue for the next Work Session; Easter Sunrise Service; April 26, 2017 Volunteer Dinner; April 22nd Earth Day; April 23rd Baldwin Pops; Farmers Market begins in May; Museum Walking Tours; and FEEF Tournament and Employees Golf Tournament both successful. She mentioned the State of the City is scheduled for May 9, 2017.
- Recreation Director Tom Kuhl addressed the City Council regarding the Special Olympics; new tennis courts are a big hit; and the concession stand at the Soccer Complex is near completion.

Council President Burrell said he received a complaint that lights at the Soccer Complex were on when no one was using the facility. Mr. Kuhl replied that there is a timer for lights to turn off around 8:30 p.m. He stated an App is also used to turn the lights off when notified everyone has left by the leagues.

- Planning Director Wayne Dyess addressed the City Council and stated there were only nine items on the Planning Commission's agenda; and his department has been working one moratorium objectives. He commented by the end of April the new planner should be hired.
- Operations Director Richard Peterson addressed the City Council and said he had been appointed to the Planning Commission by Mayor Wilson. He explained the need to approve the engineer to work on the electrical upgrade system map and our associated software model. He mentioned the substations needing to be upgraded or replaced. Mr. Peterson said they will look at new loads and circuits; infrared imagery for hot spots; waste water lift stations; pumps at water plant; but we will not own the software model. He also stated we need to look at our SCADA and mapping system. Mr. Peterson brought up the Baldwin County Sewer System contract ending in July; and mentioned a letter with option to get the system back and they want to work on negotiations to keep system.
- Council President Burrell commented that we have several needed Infrastructure Projects: substation upgrades, gas line replacement, water tank painted, and sewer capacity. He said the total for all of these would be approximately \$15.4 million and that he has been working on a spreadsheet and proposals on how to fund the projects.

Work Session  
Monday, 10 April 2017  
Page -3-

- Mechanic Supervisor Tim Bung addressed the City Council and stated they are repairing and maintaining equipment.
- Golf Director Bobby Hall addressed the City Council announced that Virginia Green, Fairhope High School Senior, shot a 61 during the First Round and a 63 in the Second Round of the Alabama State Tournament. He also said she was a Medalist in this tournament. Council President Burrell announced Ms. Green is ranked in the “Top 10” for golf in the world.
- Council President Burrell and Chief Petties brought up First Family Art Walk and the closing of De La Mare. Council President Burrell said the City Council needs to formally address this closing; and requested a resolution to approve this closure from 6:00 p.m. to 8:00 p.m. City Clerk Lisa Hanks was asked to prepare a resolution for the next City Council meeting.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:42 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

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 Monday, 10 April 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.

Council President Burrell called the meeting to order at 5:42 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Agenda Item Number 6: a resolution that the City Council approves the selection of Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan, and authorize Mayor Wilson to negotiate a fee schedule and a not-to-exceed figure, was discussed. Councilmember Robinson questioned if the majority of the plan was outside City limits; and if so County right-of-ways being a possible liability issue. Ms. Botop replied some of the plan is inside and some is outside. City Attorney Wynne stated once you take action, you are on the hook; so, we do not want to disturb a waterway or waterway distribution system. Councilmember Robinson said we need to get with the County at the front end; and get indemnified by the County.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:47 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

## **Lisa A. Hanks, MMC**

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**From:** Erik Cortinas  
**Sent:** Tuesday, March 28, 2017 4:06 PM  
**To:** Lisa A. Hanks, MMC  
**Subject:** RE: Request to be on Council work session for April 24 to discuss upcoming building dept issues I want you to be aware of (I'm out of town April 10 meeting)

1. Revision to Permit Fee Ordinance to increase re-inspection fees
2. Upcoming requests to send large project permit reviews to International Code Council for 3<sup>rd</sup> party review (Fairhope First Baptists Church and 3 Circles Church projects, Chris Haley project when submitted). How these are charged by ICC and how costs are covered by applicant.
3. Update on permitting numbers for 2017
4. Update on Building Safety Month for 2017 (month of May- possible outreach opportunities)

Link to ICC Building Safety Month topics per week- could do a or seminar or meeting on week 3 for Preparing for Natural Disasters along with John Saraceno as EMA Coordinator (he's on board)

<https://www.iccsafe.org/about-icc/building-safety-month/2017-building-safety-month/>

Respectfully,  
Erik Cortinas, CBO, LEED AP  
Building Official  
City of Fairhope, Alabama  
(251) 990-0141  
erikc@fairhopeal.gov

CONFIDENTIALITY NOTICE - The information contained in this e-mail and any attachments to it may be legally privileged and include confidential information. If you are not the intended recipient, be aware that any disclosure, distribution or copying of this e-mail or its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any attachments to it.

**From:** Lisa A. Hanks, MMC  
**Sent:** Tuesday, March 28, 2017 3:49 PM  
**To:** Erik Cortinas <erik.cortinas@cofairhope.com>  
**Subject:** RE: Request to be on Council work session for April 24 to discuss upcoming building dept issues I want you to be aware of (I'm out of town April 10 meeting)

Will you send me the list or something?

**Lisa A. Hanks, MMC**  
**City Clerk**  
City of Fairhope  
P. O. Drawer 429

- **Sec. 7-7. - Schedule of permit fees.**

**New Construction Permit Fees**

Fees	Residential	Commercial
Building Permit Fee	\$5.00 per \$1,000.00 of value (min. \$25.00)	\$5.00 per \$1,000.00 of value (min. \$100.00)
Electrical Permit Fee	\$75.00	\$1.00 per \$1,000.00 of value (min. \$100.00)
Temporary Elect. Fee	\$25.00	\$25.00
Plumbing Permit Fee	\$75.00	\$1.00 per \$1,000.00 of value (min. \$100.00)
Mechanical Permit Fee	\$75.00	\$1.00 per \$1,000.00 of value (min. \$100.00)
Security/Structured Wire	\$25.00	\$0.50 per \$1,000.00 of value (min. \$25.00)

**New Construction Permit Fees**

Sewer Tap Inspection Fee	\$25.00	\$50.00
Gas Permit Fee	\$40.00	\$75.00
Plan Review Fee	\$50.00	\$2.50 per \$1,000.00 of value
Fence Permit Fee	\$5.00 per \$1,000.00 of value (min. \$25.00)	\$5.00 per \$1,000.00 of value (min. \$25.00)
Sign Permit Fee	N/A	\$5.00 per \$1,000.00 of value (min. \$25.00)
Demolition Permit Fee	\$25.00	\$25.00
Reinspection Fees	\$150.00 for the first reinspection, \$250.00 for the second reinspection, \$350.00 for the third reinspection	
Swimming Pool Fees	\$50.00	\$100.00
Name of electrical contractor and electrical permit required for issuance of Swimming Pool Permit		

Our current fees are 50.00 for 1st reinspection (3rd trip to site), 150.00 for 2nd reinspection (4th trip), and 100.00 for 3rd reinspection (5th trip). We have a couple of builders who have kept credit card info ready for this and just call it in and pay over the phone so it doesn't make any difference to them.

Roofing Permit Fee	\$5.00 per \$1,000.00 of value (min. \$25.00)	\$5.00 per \$1,000.00 of value (min. \$25.00)
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**Remodeling Permit Fees**

Fees	\$0.00—\$5,000.00	\$5,001.00—\$20,000.00
Building Permit Fee	\$25.00	\$5.00 per \$1,000.00 of value
Electrical Permit Fee	\$25.00	\$35.00
Temporary Elect. Fee	\$25.00	\$25.00
Plumbing Permit Fee	\$25.00	\$35.00
Mechanical Permit Fee	\$25.00	\$35.00
Sewer Tap Inspection Fee	\$25.00	\$25.00
Gas Permit Fee	\$25.00	\$25.00

Fees	\$20,001.00—\$50,000.00	\$50,001.00—above
Building Permit Fee	\$5.00 per \$1,000.00 of value	new construction rates
Electrical Permit Fee	\$50.00	new construction rates
Temporary Elect. Fee	\$25.00	new construction rates
Plumbing Permit Fee	\$50.00	new construction rates
Mechanical Permit Fee	\$50.00	new construction rates
Sewer Tap Inspection Fee	\$25.00	new construction rates



Gas Permit Fee	\$35.00	new construction rates
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**Building Moving Permit Fees**

Building Moving Permit	\$50.00
Required Police Escort	\$300.00 (minimum)
Required Utility Dept. Work	\$120.00/hour (minimum of 3 hours)
Regulations governing the moving of existing buildings are outlined in City Ordinance No. 1035.	

Where work for which a permit is required by this Code is started or proceeded with prior to obtaining said permit, the fees herein specified shall be doubled, but the payment of such double fees shall not relieve any persons from fully complying with the requirements of this Code in the execution of the work nor from any other penalties prescribed herein.

(Ord. No. 674, § 1, 5-25-81; Ord. No. 961, §§ 1—3, 7-11-94; Ord. No. 1113, §§ 1, 2, 3-16-01; Ord. No. 1268, § 1, 10-10-05)

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

**AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 1388 TO EXEMPT CERTAIN "COVERED ITEMS" FROM THE MUNICIPAL SALES AND USE TAX DURING THE THIRD FULL WEEKEND OF JULY, 2017, AS AUTHORIZED BY ACT 2017-120, GENERALLY REFERRED TO AS THE STATE SALES TAX HOLIDAY LEGISLATION.**

**BE IT ORDAINED BY THE CITY COUNCIL OF FAIRHOPE, ALABAMA, AS FOLLOWS:**

Section 1. In conformity with the provisions Act 2017-120 enacted by the Alabama Legislature during the 2017 Regular Session, providing for a State Sales Tax Holiday, the City of Fairhope, Alabama, exempts "covered items" from municipal sales and use tax during the same period, beginning at 12:01 a.m. on the third Friday in July 2017 (July 21, 2017) and ending at twelve midnight the following Sunday, **and each year thereafter until rescinded.**

Section 2. This ordinance shall be subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2017-120.

Section 3. The City Clerk is hereby authorized and directed to certify a copy of this ordinance under the seal of the City of Fairhope, Alabama, and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

Section 4. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 5. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED AND APPROVED THIS 24TH DAY OF APRIL, 2017

\_\_\_\_\_  
Karin W. Wilson, Mayor

ATTEST:

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

**ORDINANCE NO. 1388**

AN ORDINANCE OF THE CITY OF FAIRHOPE, ALABAMA, TO EXEMPT CERTAIN "COVERED ITEMS" FROM THE MUNICIPAL SALES AND USE TAX DURING THE FIRST FULL WEEKEND OF AUGUST, 2009, AS AUTHORIZED BY ACT 2006-574, GENERALLY REFERRED TO AS THE STATE SALES TAX HOLIDAY LEGISLATION.

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

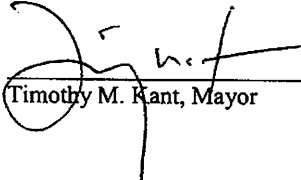
Section 1. In conformity with the provisions Act 2006-574 enacted by the Alabama Legislature during the 2006 Regular Session, providing for a State Sales Tax Holiday, the City of Fairhope, Alabama, exempts "covered items" from municipal sales and use tax during the same period, beginning at 12:01 a.m. on the first Friday in August 2009 (August 7, 2009) and ending at twelve midnight the following Sunday, and each year thereafter until rescinded.

Section 2. This ordinance shall be subject to all terms, conditions, definitions, time periods, and rules as provided by Act 2006-574.

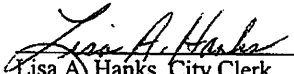
Section 3. The City Clerk is hereby authorized and directed to certify a copy of this ordinance under the seal of the City of Fairhope, Alabama, and to forward said certified copy to the Alabama Department of Revenue to be recorded and posted on the Department website.

Section 4. This ordinance shall become effective on July 1, 2009.

ADOPTED AND APPROVED THIS 8TH DAY OF JUNE, 2009.

  
\_\_\_\_\_  
Timothy M. Kant, Mayor

ATTEST:

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

Ord. No. 1388 Published in  
THE FAIRHOPE COURIER  
on Saturday June 13, 2009  
L. Hanks City Clerk

**Lisa A. Hanks, MMC**

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**From:** Deborah Smith  
**Sent:** Friday, April 7, 2017 11:26 AM  
**To:** Jennifer Olmstead; Lisa A. Hanks, MMC  
**Subject:** FW: 2017 Back-to-School Sales Tax Holiday

Please see the dates of this years "back to school" sale tax holiday

**From:** Robbins, Wanda [mailto:Wanda.Robbins@revenue.alabama.gov]  
**Sent:** Friday, April 07, 2017 11:01 AM  
**To:** Deborah Smith <deborah.smith@cofairhope.com>  
**Subject:** 2017 Back-to-School Sales Tax Holiday

[This notice also being mailed today: 4/7/17]

**DEBORAH A SMITH  
CITY OF FAIRHOPE  
P O DRAWER 429  
FAIRHOPE AL 36532**

**ACT 2017-120 – NEW “BACK-TO-SCHOOL” SALES TAX HOLIDAY DATES**

According to our records, CITY OF FAIRHOPE passed **Ord. 1388** to participate in the “Back-to-School” Sales Tax Holiday each year until such time your ordinance/resolution is rescinded. Act 2017-120 changed the dates of the tax holiday from the first full weekend of August to the third full weekend of July. In order to continue to participate in the sales tax holiday, please review and amend your ordinance/resolution.

Retail businesses and the public need to know whether or not your locality will participate in the 2017 “Back-to-School” Sales Tax Holiday. Please put it on your calendar to discuss and vote on this matter soon and properly notify the Department of Revenue of the outcome of the vote.

The 2017 “Back-to-School” Sales Tax Holiday begins at 12:01 a.m. on Friday, July 21, 2017, and ends at twelve midnight on Sunday, July 23, 2017. As required by Rule 810-6-3-.65, a participating county or municipality shall submit a certified copy of their adopted resolution or ordinance providing for the Sales Tax Holiday, and any subsequent amendments thereof, to the Alabama Department of Revenue before June, 21, 2017. The Department will compile this information into a list of all counties and municipalities participating in the “Back-to-School” Sales Tax Holiday and issue a current publication of the list on its website at: [www.revenue.alabama.gov/salestax/SalesTaxHol.cfm](http://www.revenue.alabama.gov/salestax/SalesTaxHol.cfm). Notification of participation in the sales tax holiday may not be included in the published list if received after June, 21, 2017.

Also, in the event that the Department's contact information for the CITY OF FAIRHOPE is not current, please complete and return the enclosed Local Government Contact form so that we may update our records (strike through the banking section if there are no changes to that information). (Document can be printed here: [http://revenue.alabama.gov/salestax/online/Local\\_Contact\\_Direct\\_Deposit\\_Info\\_Form.pdf](http://revenue.alabama.gov/salestax/online/Local_Contact_Direct_Deposit_Info_Form.pdf))



## MEMO

To: Deborah Smith, Treasurer

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

Date: April <sup>11</sup>/<sub>8</sub>, 2017

Re: RFQ No. PS022-17, Professional Consulting Services for Graphic Design and Layout

APR 11 '17 PM4:31

*DPA*

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

The City needs to hire a professional firm to provide Consulting services for:

RFQ No. PS022-17, Professional Consulting Services for Graphic Design and Layout

Per our Procedure for Procuring Professional Services, at the request of the Mayor, I routed a short list through you, to the Mayor. The Mayor chose Valley House Design, of Rockford, IL

**Please move this procurement of professional services forward to the City Council to approve the choice of Valley House Design, of Rockford, IL. For RFQ No. PS022-17, Professional Consulting Services for Graphic Design and Layout, and authorize the Mayor to negotiate a fee schedule, and establish a not-to-exceed limit, with that firm.**

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

Tyler Rudick  
Valley House Design  
2020 Valley Rd.  
Rockford, IL 61107  
713-336-3827  
tyler.rudick@gmail.com

April 4, 2017

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

Re: RFQ PS022-17, Project no. ECO002-17

Dear Mr. Ames,

Please accept this letter as evidence of my interest in designing materials for the City of Fairhope, with specific regards to RFQ PS022-17 Professional Consulting Services for Graphic Design and Layout (Project No. ECO002-17).

Working as a writer and designer for the last decade, I've produced countless digital and print materials primarily for nonprofit groups and public outreach foundations. After working as a news reporter in Houston for several years — covering city government among other beats — I launched my own writing and design firm in 2013. I specialize in projects that bridge the gap between written and visual content, using the best and most relevant communication tools available. Visit [valleyhousedesign.com](http://valleyhousedesign.com) for a detailed portfolio.

For the City of Fairhope, I plan to create a brief visual presentation on the office's strategic priorities, highlighting key initiatives and tasks in an engaging and easy-to-follow Powerpoint-style format. In turn, this presentation can be shared to gather further input from staff and city council members. Taking all feedback into account, a final version of the presentation can be printed as a small booklet to pass out to the community at large.

Should you have any questions, please feel free to contact me at the information listed above. Thanks so much for your time and I look forward to having a chance to work with the City of Fairhope.

Sincerely,



Tyler Rudick

**FIRM NAME:**

Valley House Design  
2020 Valley Rd.  
Rockford, IL 61107  
www.valleyhousedesign.com

**OWNER AND PRINCIPAL DESIGNER:**

Tyler Rudick  
tyler.rudick@gmail.com  
713-336-3827

**PROJECTS LED BY PRINCIPAL DESIGNER:**

- **Presentations, annual reports and brochures** for both the American Institute of Architects Foundation and its National Resilience Institute. Created layouts, designed infographics and wrote copy. 2014-15. *(Contact Marta Zaniewski for reference, information below.)*
- **Website design and marketing materials** for the AIA Store, part of the American Institute of Architects' main national branch in Washington, DC. 2005-17. *(Contact Laura Petty for reference, information below.)*
- **Writing and research** as a staff city reporter for the news website Culturemap Houston. 2011-14. *(Contact Clifford Pugh for reference, information below.)*

**KEY PERSONNEL:**

Tyler Rudick for writing and graphic design projects, including presentations, graphics and reports. Contact Valley House Design if additional credentials are required.

**NUMBER OF STAFF READILY AVAILABLE FOR CITY OF FAIRHOPE PROJECTS:**

One designer, Tyler Rudick

**RESPONSIBLE FIRM MEMBER/MUNICIPAL SERVICES PROJECT MANAGER:**

Tyler Rudick  
tyler.rudick@gmail.com | 713-336-3827

**STATEMENT ON QUALITY ASSURANCE PROGRAM:**

Valley House Design works closely with its clients during all phases of a project. We promise to deliver the final product on time, on budget and to the 100% satisfaction of our clients and their stakeholders.

**REFERENCES:**

Marta Zaniewski, former deputy director of the American Institute of Architects Foundation  
martazaniewski@aia.org | 202-626-7343

Laura Petty, director of the AIA Store  
laurapetty@aia.org | 202-626-7575

Clifford Pugh, editor-in-chief at CultureMap Houston  
clifford@culturemap.com | 713-503-7756





MEMO

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

Date: April 6, 2017

Re: RFQ No. PS022-17, Professional Consulting Services for Graphic Design and Layout

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

The Economic and Community Development Department needs to hire a professional consulting firm for RFQ No. PS022-17, Professional Consulting Services for Graphic Design and Layout. Per our Procedure for Procuring Professional Services for Projects Under \$100K, I routed a short list through you, to the Mayor, who chose one firm to receive the RFQ. The RFQ was issued, and responses received and evaluated by two department heads, and myself. The evaluation summary supports our recommending Valley House Design, of Rockford, IL, for this task. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

[Mayor, please initial and date your selection]

DSW 4/6/17

Valley House  
Rockford, IL  
Contact: Tyler Rudick  
Phone: 713-336-3827

\_\_\_\_\_ none (send another list)

Cc: file



APR 18 '17

*Lisa A. Hanks*  
*RW*

## MEMO

Karin Wilson  
*Mayor*

TO: Lisa Hanks, City Clerk

*Council Members*

Kevin G. Boone

FROM: Karin Wilson, Mayor, City of Fairhope

Robert A. Brown

DATE: April 18, 2017

Jack Burrell, ACO

Jimmy Conyers

RE: VETO of Ordinance 1572 – Fly Creek PUD Sunset Provision

Jay Robinson

Lisa A. Hanks, MMC  
*City Clerk*

Deborah A. Smith, CPA  
*City Treasurer*

I am today exercising my right as Mayor to veto the Council's extension of the sunset provision contained in Ordinance 1572. When this ordinance originally passed on April 11, 2016 the great majority of our citizens opposed the zoning change allowing the construction of this large apartment complex in an environmentally sensitive area. The developer of this project, to persuade the prior Council to approve the change, agreed to a more environmentally sensitive storm water drainage system as well as a one year sunset provision. The developer then changed the drainage plan to a more conventional drainage system that is a point discharge from a pipe into a detention pond. This is the same system that already failed and damaged Fly Creek and is unacceptable. The Planning Commission rightly denied approval of this plan and it is the developer who is at fault if the sunset provision causes this apartment project to fail - not the City. I cannot, therefore, in good conscience sign this into law and request the Council respect the wishes of the citizens of Fairhope in this matter.

161 North Section Street  
P.O. Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

*Printed on recycled paper*

**ORDINANCE NO. 1591**

**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:

**WHEREAS**, Section 3(a) of Ordinance 1572 contains a sunset provision requiring the developer to apply for a building permit within one year from City Council approval of Ordinance 1572 which the City Council construes and shall mean one year from the effective date of Ordinance 1572, which was April 27, 2016;

Upon City Council approval, Paragraph 3(a) of Ordinance No. 1572 is 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 10TH DAY OF APRIL, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:

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

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

**WHEREAS**, the City Council adopted Resolution No. 2634-16 on December 12, 2016 which authorized the execution of the Agreement concerning Tolling of the Statute of Limitations between the Utilities Board of the City of Daphne and the City of Fairhope regarding jointly owned gas lines; and

**WHEREAS**, Fairhope and Daphne Utilities executed a first extension for an additional ninety (90) days effective January 15, 2017; and

**WHEREAS**, Fairhope and Daphne Utilities desire to extend the Tolling Agreement an additional ninety-two (92) days.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a Second Extension of Agreement concerning Tolling of the Statute of Limitations between the Utilities Board of the City of Daphne and the City of Fairhope regarding jointly owned gas lines.

Adopted on this 24th day of April, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

**SECOND EXTENSION OF AGREEMENT  
CONCERNING TOLLING OF THE STATUTE OF LIMITATIONS**

This Second Extension of Agreement Concerning Tolling of the Statute of Limitations (“Second Extension”) is effective this 14th day of April, 2017 by and between the City of Fairhope (“Fairhope”) and the Utilities Board of the City of Daphne (“Daphne Utilities”).

WHEREAS, effective November 1, 2016, Fairhope and Daphne Utilities executed a Tolling of the Statute of Limitations (“Tolling Agreement”);

WHEREAS, effective January 15, 2017, Fairhope and Daphne Utilities executed an Extension of Agreement Concerning Tolling of the Statute of Limitations (“Extension”)

WHEREAS, the Tolling Agreement and Extension are set to expire by their terms; and

WHEREAS, Fairhope and Daphne Utilities desire to extend the Tolling Agreement an additional ninety-two (92) days, as set forth herein.

1. **No Other Changes; Resolution of Conflicts.** Except as explicitly set forth herein, the parties make no changes, modifications or alterations to the Tolling Agreement. Any conflict between the Tolling Agreement, the Extension and this Second Extension shall be resolved by this Second Extension and the intent of the parties to extend the Tolling Agreement by an additional ninety-two (92) days above and beyond the ninety (90) day extension in the Extension.

2. **Second Extension.** Pursuant to paragraph 2 of the Tolling Agreement, the Tolling Period described in paragraph 1 of the Tolling Agreement shall be extended by a total of an additional one hundred and eighty (182) days (inclusive of the ninety (90) days already extended by the Extension), by mutual agreement of the parties. Pursuant to paragraph 3 of the Tolling Agreement, Daphne Utilities shall continue to have an additional fourteen (14) days to file its lawsuit. Therefore, notwithstanding anything to the contrary, the parties agree that the Tolling Period, with this extension and with Daphne Utilities’ fourteen (14) additional days, shall expire at 11:59 p.m. on August 14, 2017.

The Utilities Board of the City of Daphne

The City of Fairhope

---

By: Danny Lyndall  
Its: General Manager

---

By: Karin Wilson  
Its: Mayor

**RESOLUTION NO. 2683-17**

**WHEREAS**, the City Council adopted Resolution No. 2634-16 on December 12, 2016 which authorized the execution of the Agreement concerning Tolling of the Statute of Limitations between the Utilities Board of the City of Daphne and the City of Fairhope regarding jointly owned gas lines;

**WHEREAS**, Fairhope and Daphne Utilities desire to extend the Tolling Agreement an additional ninety (90) days.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute an Extension of Agreement concerning Tolling of the Statute of Limitations between the Utilities Board of the City of Daphne and the City of Fairhope regarding jointly owned gas lines.

Adopted on this 13th day of February, 2017

---

Karin Wilson, Mayor

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Diversified Emergency Management Associates, LLC to perform Professional Consulting Services for Composing Disaster Debris Management Plan 2017 and Modification of Disaster Debris Removal and Disposal Bid for Agency Compliance (RFQ No. PS020-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, establish a not-to-exceed limit with this firm; and execute the associated contract.

DULY ADOPTED THIS 24TH DAY OF APRIL, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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



# MEMO

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

APR 11 '17 PM 1:31

Date: April 10, 2017

Re: RFQ No. PS020-17, Consulting Services for Composing Disaster Debris Management Plan 2017 and Modification of Disaster Debris Removal and Disposal Bid for Agency Compliance

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. PS020-17, Consulting Services for Composing Disaster Debris Management Plan 2017 and Modification of Disaster Debris Removal and Disposal Bid for Agency Compliance. Per our Procedure for Procuring Professional Services for Projects Under \$100K, I routed a short list through you, to the Mayor, who chose one firm to receive the RFQ. The RFQ was issued, and responses received and evaluated by two department heads, and myself. The evaluation summary supports our recommending Diversified Emergency Management Associates, LLC, of Mobile, AL, for this task. The Mayor selected Diversified Emergency Management Associates, LLC, of Mobile, AL, for the task.

The purpose for hiring the company is to perform consulting services required for a FEMA compliant disaster debris management plan, and a removal and disposal bid, for the Public Works Department.

**Please move this procurement of professional services forward to the City Council to approve the choice of Diversified Emergency Management Associates, LLC, of Mobile, AL, for RFQ No. PS020-17, Consulting Services for Composing Disaster Debris Management Plan 2017 and Modification of Disaster Debris Removal and Disposal Bid for Agency Compliance, and authorize the Mayor to negotiate a fee schedule, and establish a not-to-exceed limit, with that firm, and to execute the associated contract.**

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





## MEMO

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

Karin Wilson  
Mayor

Date: April 6, 2017

*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

Re: RFQ No. PS020-17, Consulting Services for Composing Disaster Debris Management Plan 2017 and Modification of Disaster Debris Removal and Disposal Bid for Agency Compliance

The Public Works Department needs to hire a professional consulting firm for RFQ No. PS020-17, Consulting Services for Composing Disaster Debris Management Plan 2017 and Modification of Disaster Debris Removal and Disposal Bid for Agency Compliance. Per our Procedure for Procuring Professional Services for Projects Under \$100K, I routed a short list through you, to the Mayor, who chose one firm to receive the RFQ. The RFQ was issued, and responses received and evaluated by two department heads, and myself. The evaluation summary supports our recommending Diversified Emergency Management Associates, LLC, of Mobile, AL, for this task. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

The purpose for hiring the company is to perform consulting services required for a FEMA compliant disaster debris management plan, and a removal and disposal bid, for the Public Works Department.

[Mayor, please initial and date your selection]

*DW* 4/6/17

Diversified Emergency Management Associates, LLC  
Mobile, AL  
Contact: Walt Dickerson  
Phone: 251-367-0336

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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**ITEM I**  
**INSTRUCTION TO RESPONDERS**

Relating to: **RFQ No. PS020-17 Consultant Services for Composing Disaster Debris Management Plan 2017, and, Modification of Disaster Debris Removal and Disposal Bid for Regulatory Agency Compliance**

**Background**

The City of Fairhope is soliciting bids to provide Disaster Debris Removal and Disposal Services following an event within the city limits and some rights-of-way that may be outside the corporate limits of Fairhope, Alabama.

The CITY OF FAIRHOPE, with an approximate population of 18,730, lies on the coast of Alabama and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes, as well as other natural and/or manmade disasters (Events). As the City of Fairhope lies on the coast of the State of Alabama and, as such, may experience environmental disasters in its air, land or waterborne limits and it is foreseen that it may be necessary to provide technical assistance and response to appointed and elected officials within the City, resulting from these events. It is foreseen that it may be necessary to provide for debris removal and disaster recovery technical assistance to appointed and elected officials within the CITY, resulting from these Events.

**Purpose**

The Request for Qualifications is issued as contained in this document. The Public Works Department for the City of Fairhope, AL is soliciting written Proposals from professional consulting firms experienced in planning the implementation of management services for comprehensive continuity of operations for Disaster Debris Removal in the event of an emergency. The City of Fairhope reserves the right to select more than one professional service firm.

**Location/Layout**

Various locations throughout the City of Fairhope.

**Description and Abstract**

The City of Fairhope is seeking an experienced professional consultant who will provide the professional services required to develop a comprehensive plan, following FEMA and DHS guidelines, for debris removal after an emergency.

- A. The Consultant will review and write all plans, guidelines, policies and procedures in accordance with local, state and federal requirements.
- B. The Consultant will provide a draft of the initial debris management plan for review and comments by City of Fairhope officials.
- C. The Consultant will perform a survey of debris management sites in Fairhope and Baldwin County.
- D. The Consultant will review and modify as necessary the Debris Removal Bid, for compliance with all impacted regulatory agencies prior to being put out for bid.
- E. The Consultant will submit the approved and revised Debris Management Plan, in accordance with all local, state and FEMA guidelines for review and approval by the City.

**Scope of Work**

The Consultant will perform but not be limited to the following tasks:

- A. Perform an overview of the Current Debris Management Plan and revise in accordance to FEMA's Hurricane Sandy Recovery Improvement Act of 2013.
- B. Review and modification, as necessary, of Disaster Debris Removal and Disposal Bid, for compliance with all regulatory agencies prior to bidding those services.**
- C. Submit findings and recommendations to the City of Fairhope.
- D. The Consultant will coordinate the Debris Management Plan through the Alabama State EMA and FEMA approval cycle.
- E. Submit approved plan to State EMA for approval, and submit plan to FEMA.

**End Scope of Work**

**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 contract with Engineering Design Technologies, Inc., for RFQ No. PS018-17, Professional Engineering Services for repairs to Quail Creek Clubhouse 2017, with a not to exceed \$24,500.00.

DULY ADOPTED THIS 24TH DAY OF APRIL, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

## City of Fairhope Project Funding Request

APR 13 '17 AM 9:17  
4/16/2017 *[Signature]*

Issuing Date 4/6/2017

Please return this Routing Sheet to Treasurer by

Project Name: <u>Professional Engineering Services for Repairs to Quail Creek Clubhouse 2017</u>	PS 018-17
--	-----------

Project Location: Quail Creek Golf Clubhouse

Presented to City Council: 4/24/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: Not to Exceed \$24,500

Providers: Engineering Design Technologies, Inc.  
Spanish Fort, AL

Project Engineer: Engineering Design Technologies, Inc.

Order Date: \_\_\_\_\_      Lead Time: n/a

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap, Proj. XX	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 <u>103-55869</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: Capital Projects Fund      Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

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

City Council prior approval	<u>n/a</u>	
Request received by City Treasurer	<u>4/6/2017</u>	Request approved by City Treasurer <i>[Signature]</i>
Received by Finance Department	<u>4/12/17</u>	Request approved by Finance Director <i>[Signature]</i>
Received by Mayor	<u>4/12/17</u>	Request approved by Mayor <i>[Signature]</i>

Contact Person: Dan Ames



## MEMO

To: Deborah Smith, Treasurer

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

Date: April 6, 2017

Re: RFQ No. PS018-17, Professional Engineering Services for Repairs to Quail Creek Club House 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 City needs to hire a professional consulting firm for RFQ No. PS018-17, Professional Engineering Services for Repairs to Quail Creek Club House 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 Engineering Design Technologies, Inc, of Spanish Fort, AL.

By resolution No. 2700-17, 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 Twenty-Four Thousand Five Hundred Dollars (\$24,500.00).

**Please move this request forward to City Council to authorize the Mayor to execute the associated contract with Engineering Design Technologies, Inc, of Spanish Fort, AL, for RFQ No. PS018-17, Professional Engineering Services for Repairs to Quail Creek Club House 2017, incorporating the attached fee schedule and not-to-exceed figure of \$24,500.00.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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# **ENGINEERING DESIGN TECHNOLOGIES, INC.**

9786-B Timber Cir | Spanish Fort, Alabama 36527 | office 251.415.4636 | www.EDTinc.net

March 2, 2017

Mayor Karin Wilson  
555 South Section Street  
Fairhope, Alabama 36532

**Re: RFQ No. PS-018-17 Professional Engineering Services for Repairs to Quail Creek Clubhouse  
Proposal for Façade and Exterior Wall Replacement  
Quail Creek Golf Pro Shop and Country Club  
Fairhope, Alabama**

Dear Mayor Wilson:

Engineering Design Technologies (A/E team) is pleased to submit a fee proposal to provide complete architectural and engineering design for repairs and replacements of damaged exterior facade and structural elements.

## **SUMMARY OF INVESTIGATIONS**

Subsequent to on-site site invasive investigations, where only areas underneath windows were exposed for inspection from the exterior and one location on the interior in the Pro-Shop, it has been determined that the insulation portion of the EIFS system was installed directly against the OSB board used as exterior sheathing material without any vapor barrier or protection. There seemed to be no provisions for drainage or moisture protection provided behind the porous type insulation used. Consequently, not only has the sheathing material deteriorated but also the structural studs and possibly base plates have been brought to a point of complete failure. It is estimated that at least 60% of the exterior studs will require replacement along with a substantial portion of the base plates on which they rest. While all surrounding elements of the exterior windows are completely compromised, the windows, themselves, appear to be salvageable. The portion of the exterior walls that are most affected are the Pro-Shop addition and the areas where the former porch areas were enclosed, thus placing them in greater exposure to the elements. The other portions that remain beneath the existing porch are relatively unaffected, except at the edges of the porch overhang. Some evidence of possible termite damage was noted but not confirmed, nor has the extent of involvement been ascertained. The general roof and roof structure appears to be in reasonable condition, however in conversation with staff, the age of the shingles are nearing 20 years old and will most likely need replacing in the 10 years.

## **SCOPE OF SERVICES**

- Remove all EIFS, insulation, sheathing and interior drywall at all locations not under the porch areas down to the studs.
- Design exterior facade replacement system using ship lapped cementitious fiberboard panels installed over vapor barrier and exterior gyp sheathing with R-13 batt insulation between studs, to match remaining building under porch.



- Remove and replace all existing exterior windows with double insulated aluminum windows to match existing size and profiles. This upgrade may be required to meet current Energy Code requirements.

## **SERVICES INCLUDED IN BASIC SERVICES FEE**

### **Design Phase Services**

- The A/E team will perform additional investigations to determine a more complete extent of the damages incurred.
- The A/E team will present exterior façade replacement systems and associated costs for consideration by the City and will make appropriate presentations as required with all decision makers and stakeholders.
- Upon approval, the architect and engineering team will prepare plans and specifications as required to secure proper bidding by local contractors and suppliers.
- The architect and engineering team will prepare bid solicitation documents and will assist the City in negotiations of a contract as required.

### **Construction Administration Phase Services**

- The A/E team will respond to RFI's, shop drawings and sample verification during construction progress.
- The A/E team will provide on-site construction administration and shall advise the City through weekly field reports and shall be available for appearances before the City Council, Mayor or other stakeholders.
- Respond to permit agency or authority having jurisdiction's comments through the complete project duration.
- The A/E team will prepare any necessary addendum drawings or other changes to the construction documents.
- Provide one (1) set of sealed final prints for "As Built" purposes.

## **BASIC SERVICES SUMMARY**

### **Architectural Services**

- Design of all construction documents required to competitively bid repairs and replacement of exterior façade elements described above.
- Provide all Structural, Mechanical, Electrical and Plumbing services ancillary to the design process.
- Assist Client in receiving bids and analyzing results and in preparing a contract with the selected contractor.
- Respond to RFI's, shop drawings, change orders and other construction requirements during all phases of construction.
- Attend project meetings and report progress to the City Council by means of Field Reports and required City Council meetings.
- Coordinate continuing correspondence with all Authorities Having Jurisdiction.

## BASIC FEE SUMMARY

We will perform the above services not to exceed a lump sum fee of **\$24,500**.

Preliminary Cost is estimated to be approximately \$250,000.

## INCLUSIONS

- The above fee estimate assumes that there is approximately 3,000 sf of exterior façade that must be replaced.
- All exterior windows will be replaced with 1" double insulated glass aluminum windows of size and configuration to match existing.
- Soffits will be replaced with new vinyl vented soffits.
- Exterior facade replacement system using ship lapped cementitious fiberboard panels installed over vapor barrier and exterior gyp sheathing with R-13 batt insulation between studs.
- 60% of the exterior studs will require a "sister" stud to be installed adjacent to existing deteriorated studs.
- An allowance of 50 linear foot of new base plate is included to replace existing deteriorated members.
- Interior finishes to match existing unless negotiated separately.

## EXCLUSIONS

- LEED analysis is not included in scope, but can be provided as an additional service.
- Existing fascia will remain, but replaced.
- Interior display panels in the Pro Shop will be reused.
- Existing roof is approaching end of life expectancy, but is not included within project scope. This will be negotiated separately, if required.
- Existing exterior handrails and floor decking is not to be replaced unless negotiated separately.
- No HVAC work.
- Electrical work will only involve replacing existing electrical outlets per existing layout.
- No allowance for hurricane clips has been included if required at existing roof trusses.
- No allowance is included for environmental issues including but not limited to mold, asbestos, lead based paint, foundation or settlement issues.
- No allowance has been included for accessibility issues related to site access or existing toilets. Non-compliance issues will be negotiated separately.
- Reuse existing floor finish materials and base.
- No other interior or exterior components other than exterior façade are included.



**SCHEDULE**

We can begin the work immediately and anticipate the design to be completed within 45 days.

Should you find our proposal acceptable, please sign at the bottom and return to us. We will begin the project upon your issuance of a Notice-to-Proceed for A/E Services. If there are any questions regarding this proposal, please contact me at 251.415-4635.

Sincerely,  
**Engineering Design Technologies, Inc.**



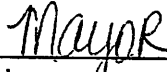
Lawrence A. Wilson, PE  
Senior Project Manager

Proposal Accepted By: \_\_\_\_\_

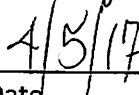
Signature



Title



Date





# **ENGINEERING DESIGN TECHNOLOGIES, INC.**

9786B Timber Cir | Spanish Fort, Alabama 36527 | office 251.415.4636 | [www.EDTinc.net](http://www.EDTinc.net)

## **Engineering Hourly Rates**

Principal .....	\$ 180.00
Project Manager .....	\$ 175.00
Senior Engineer .....	\$ 150.00
Engineer .....	\$ 130.00
Senior Designer .....	\$ 105.00
Designer .....	\$ 75.00
Senior CADD Technician .....	\$ 75.00
Clerical .....	\$ 75.00

The above rates are hourly rates for labor based upon averages for the Job Classification indicated. The rates are in effect until December 31, 2017, where they may be adjusted due to merit or cost of living increases.





# EDT – THA ARCHITECTURE

218 Randolph Avenue, Suite A | Huntsville, AL 35801 | office 256.883.8496|www.EDTinc.net

## Architect Hourly Rates

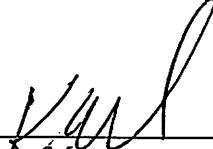
Principal Architect .....	\$160.00
Registered Architect .....	\$140.00
Architect Intern .....	\$110.00
Landscape Architect .....	\$105.00
Project Manager .....	\$90.00
Senior Designer .....	\$90.00
Designer .....	\$80.00
Senior CADD Technician .....	\$70.00
Clerical .....	\$60.00

The above rates are hourly rates for labor based upon averages for the Job Classification indicated. The rates are in effect until December 31, 2017, where they may be adjusted due to merit or cost of living increases.


**RESOLUTION NO. 2700-17**

**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

**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 contract with Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan, with a not to exceed \$27,380.35.

DULY ADOPTED THIS 24TH DAY OF APRIL, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

City of Fairhope *\*Contract* APR 17 '17 PM 12:03  
Project Funding Request *Negotiate* (APR 5 '17 AM 11:45)

Issuing Date 4/5/2017

Please return this Routing Sheet to Treasurer by

4/5/2017

Project Name: Professional consulting services for South Fairhope Community Action Plan

Project Location: Planning Dept.

Presented to City Council: 4/8/2017 Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_  
10

Project Cash Requirement Submitted for Approval: Cost: Not to Exceed Amount = \$ 27,380,35  
See attached fee schedule

Providers: MS State University Gulf Coast  
Community Design Studio, Biloxi MS

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	Debt Service 85

Expense Code: 001-10-50290 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 \_\_\_\_\_

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

Funding: Operating Revenues Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council prior approval	_____	Request approved by City Treasurer	<u>Deborah Smith</u>
Request received by City Treasurer	<u>4/5/2017</u>	Request approved by Finance Director	<u>[Signature]</u>
Received by Finance Department	<u>4/5/17</u>	Request approved by Mayor	<u>[Signature]</u>
Received by Mayor	<u>4/5/17</u>		

Contact Person: Sherry Lea-Botop



## MEMO

To: Deborah Smith, Treasurer

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

Date: April 12, 2017

Re: RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan

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 City needs to hire a professional firm to provide Engineer of Record services for:

RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan

Per our Procedure for Procuring Professional Services, at the request of the Mayor, I routed a short list through you, to the Mayor. The Mayor chose Mississippi State University Gulf Coast Community Design Studio, of Biloxi, MS.

Per Resolution No. 2711-17, City Council approved the choice of Mississippi State University Gulf Coast Community Design Studio, of Biloxi, MS, and authorized the Mayor to negotiate a fee schedule and not-to-exceed amount of \$27,380.35 (see attached).

**Please move this procurement of professional services forward to the City Council to authorize the Mayor to execute the Contract with Mississippi State University Gulf Coast Community Design Studio, of Biloxi, MS., for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

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# ABE SCHEDULE

APPROVE WITH NO FURTHER NEGOTIATION *Paul* 4/11/17

Fairhope Community Planning  
 Gulf Coast Community Design Studio  
 College of Architecture, Art and Design  
 Mississippi State University

Project Name: Fairhope Community Planning  
 Sponsor: City of Fairhope  
 Type: Funded Project  
 Date:

3/15/2017

TASK	% of project	HOURS	COST	HOURS	COST	HOURS	COST	TOTAL
	hours	Johnson		Perkes		Faust		
1 Identify stakeholders and organize community advisory group (CAG).	6.757%	15	\$ 427.05	10	\$ 564.80	0	\$ -	\$ 991.85
2 Organize and hold four monthly community planning meetings.	15.135%	24	\$ 683.28	16	\$ 903.68	16	\$ 384.64	\$ 1,971.60
3 Identify and map physical, cultural, and social needs and assets.	13.514%	20	\$ 569.40	10	\$ 564.80	20	\$ 480.80	\$ 1,615.00
4 With CAG input define priorities and determine method to get general feedback.	8.108%	10	\$ 284.70	10	\$ 564.80	10	\$ 240.40	\$ 1,089.90
5 Get general feedback on community priorities (survey, etc.)	16.216%	30	\$ 854.10	10	\$ 564.80	20	\$ 480.80	\$ 1,899.70
6 Organize and hold City/CAG workshop to develop action plans to address priorities.	10.811%	20	\$ 569.40	10	\$ 564.80	10	\$ 240.40	\$ 1,374.60
7 Prepare material for general community meeting to get feedback on action plan.	13.514%	20	\$ 569.40	10	\$ 564.80	20	\$ 480.80	\$ 1,615.00
8 Produce draft action plan.	13.514%	20	\$ 569.40	20	\$ 1,129.60	10	\$ 240.40	\$ 1,939.40
9 Get CAG feedback on draft action plan.	5.405%	10	\$ 284.70	10	\$ 564.80	0	\$ -	\$ 849.50
10 Produce final action plan.	10.811%	20	\$ 569.40	10	\$ 564.80	10	\$ 240.40	\$ 1,374.60
11 Present plan to community and assist in presenting plan to city council.	8.108%	10	\$ 284.70	10	\$ 564.80	10	\$ 240.40	\$ 1,089.90
total	100.000%	160	\$ 5,665.53	100	\$ 7,116.48	110	\$ 3,029.04	\$ 15,811.05
TOTAL SALARY COST			\$ 15,811.05					
FRINGE BENEFITS AT 35.96%			\$ 5,685.65					
TRAVEL			\$ 300.00					
PRINTING AND SUPPLIES			\$ 500.00					
SUBTOTAL			\$ 22,296.70					
INDIRECT COST AT 22.8%			\$ 5,083.65					
TOTAL PROJECT COST			\$ 27,380.35					
Percentage of time during four month project period		Johnson	23.09%	Perkes	14.43%	Faust	15.87%	
Percentage of annual salary for SPA budget		Johnson	9.567%	Perkes	6.058%	Faust	6.058%	





## MEMO

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

Date: April 5, 2017

Re: RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan

The City needs to hire a professional firm to provide Engineer of Record services for:

RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan

Per our Procedure for Procuring Professional Services, at the request of the Mayor, I routed a short list through you, to the Mayor. The Mayor chose Mississippi State University Gulf Coast Community Design Studio, of Biloxi, MS.

**Please move this procurement of professional services forward to the City Council to approve the choice of Mississippi State University Gulf Coast Community Design Studio, of Biloxi, MS. RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan and authorize the Mayor to negotiate a fee schedule, establish a not-to-exceed limit, and execute the Contract with that firm.**

Cc: file

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACO

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



# MEMO

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

Date: April 5, 2017

Re: RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan

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

The Public Works Department needs to hire a professional consulting firm for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan. Per our Procedure for Procuring Professional Services for Projects Under \$100K, I routed a short list through you, to the Mayor, who chose one firm to receive the RFQ. The RFQ was issued, and responses received and evaluated by two department heads, and myself. The evaluation summary supports our recommending Mississippi State University Gulf Coast Community Design Studio, of Biloxi, MS, for this task. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

[Mayor, please initial and date your selection]

*DK* 4/5/17

Mississippi State University Gulf Coast Community  
Design Studio  
Biloxi, MS  
Contact: David Perkes  
Phone: 228-436-4661

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

Printed on recycled paper

April 5, 2017

Daniel P. Ames  
Purchasing Manager  
P.O. Drawer 429  
555 South Section St.  
Fairhope, AL 36532

RE: RFQ PS021-17 Professional Consulting Services for South Fairhope Community Action Plan  
Project No. ECO001-17 South Fairhope Community Action Plan

Dear Mr. Ames,

The Gulf Coast Community Design Studio submits this Letter of Interest to the City of Fairhope, Alabama in response to the Request for Qualifications for the South Fairhope Community Action Plan. The Gulf Coast Community Design Studio (GCCDS) was established on the Gulf Coast in 2005 to work in communities impacted by Hurricane Katrina and has evolved from disaster recovery to addressing long-term issues of community resilience. Located in Biloxi, Mississippi the GCCDS is a professional outreach arm of Mississippi State University's College of Architecture, Art and Design. The Design Studio operates with a full-time staff of around eight architects, landscape architects, planners and professional interns, always working in close collaboration with multiple non-profit, municipal and professional partners.

The Gulf Coast Community Design Studio is pleased to be considered to work in Fairhope at the beginning of Mayor Wilson's new administration. In our interaction with the community we see people eager to get involved and looking for ways to work together to address community concerns. The Gulf Coast Community Design Studio has many years of experience in community-based design. Before directing the design studio on the coast, I worked for seven years in Jackson, Mississippi as the director of the Jackson Community Design Center. The primary lesson learned from years of working with many municipal and community partners is to listen well, knowing that people in the community have great insight and that planning decisions will prove to be better when done in collaboration with the community.

The proposed Community Action Plan will engage the neighborhoods south and west of Downtown Fairhope. The goal is to have diverse stakeholder participation, however, we will especially work with the African American Community. The objective of the plan is to define priorities and to develop action plans to address the priorities. The priorities will come from the process, however, based on the concerns that have already been expressed in several community meetings, issues to be expected and addressed are -- complaints of stormwater problems, concerns about the impact of new development, questions about annexation, and a general desire for more positive interaction with city leadership. A key event will be a workshop in which community stakeholders who have worked together in the planning process to define priorities will meet with city and county officials and department heads to determine possible ways to address the priorities. In this way the planning work will connect the concerns of the community with local government.

The Gulf Coast Community Design Studio works to engage the public in various ways. Some recent projects that are similar in nature to the South Fairhope Community Action Plan are described below:

Rotten Bayou Watershed Implementation Plan. 2013-2016. Rotten Bayou watershed covers around 22,000 acres spanning parts of Harrison and Hancock County on the Mississippi Gulf Coast. The planning work included multiple workshops and outreach activities to identify community priorities and develop action plans to address land use and stormwater issues that impact the watershed. We estimate that over 600 people participated in the planning process. The project was done in partnership with the Land Trust for the Mississippi Coastal Plain with funding from the Mississippi Department of Environmental Quality. The outcome of the plan are several best management practice activities including stormwater management projects on the Diamondhead Golf Course and improvements to the spillway and outflow stream from the Diamondhead Duck Pond. Outcomes also include changes to development regulations to encourage low-impact development, as well as an action plan, which is being used by a standing watershed steering committee to advance policies and actions identified in the plan and leverage additional funding.

References:

**Judy Steckler, Executive Director**

Land Trust for the Mississippi Coastal Plain  
955-A Howard Ave.  
Biloxi, MS 39533  
228-435-9191

Gulf Coast Sustainable Communities Regional Plan. 2011-2014. The Sustainable Communities Planning work was a three-year consortium of planning and advocacy organizations to create *Plan for Opportunity*, a sustainable regional plan for the Mississippi Gulf Coast supported by HUD's Sustainable Communities Initiative. Partners in the planning work were the Gulf Regional Planning Commission, Southern Mississippi Planning and Development District, Renaissance Corporation, Mississippi Center for Justice, STEPS Coalition, The Ohio State University, and the Kirwan Institute. The role of the Gulf Coast Community Design Studio was the housing component of the plan, integration of the various planning aspects and the community outreach. Hundreds of stakeholders and community members participated in the planning work, which included a survey to help determine the concerns and priorities of the community around sustainability and livability.

References:

**Elaine G. Wilkinson, Executive Director**

Gulf Regional Planning Commission  
1635 Popp's Ferry RD, Suite G  
Biloxi, MS 39532  
228-864-1167 x 209 office  
228-380-1096 cell

Soria City Neighborhood Planning. 2010-2011. Soria City is a historic section of Gulfport Mississippi that is predominantly African American. The community has been declining for many years and struggles with unused buildings and vacant property. The Gulf Coast Community Design Studio worked closely with community leaders and residents to identify assets and needs in the community and provide the City of Gulfport with plans for infrastructure improvements. The outcome of the planning work was sidewalk and stormwater improvements; added and repaired streetlights; and identification of sites for potential future housing development.

Referer.ce:

**Dr. John Kelly, Chief Administrative Officer**

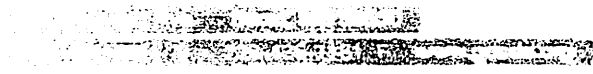
City of Gulfport  
2309 15th St.  
Gulfport, MS 39501  
228-868-5700

We look forward to working with the community of Fairhope. We have already gotten to know many community members and are impressed with the level of engagement that has already begun. We are committed to assist the community and the City of Fairhope with a plan and outreach activities that will lead to positive changes for all.

Sincerely,

A handwritten signature in black ink, appearing to read 'D Perkes', written in a cursive style.

David Perkes, AIA  
Director, Gulf Coast Community Design Studio



**Statement of Qualifications**

**Gulf Coast Community Design Studio**

**April 5, 2017**

**1. Cover letter and letter of interest attached.**

**2. Name of firm: Mississippi State University Gulf Coast Community Design Studio**

769 Howard Avenue  
Biloxi, MS 39530  
601-259-5616

Primary contact: David Perkes  
601-259-5616  
[dperkes@gccds.msstate.edu](mailto:dperkes@gccds.msstate.edu)

**3. Names, qualifications and experience of principal and key personnel on following pages.**

**Principal: David Perkes, AIA**

**EDUCATION**

Loeb Fellow, Harvard Graduate School of Design, 2003-2004.  
Master of Environmental Design, Yale School of Architecture, 1993.  
Master of Architecture, University of Utah Graduate School of Architecture, 1985.  
Ecole d' Art Americaines, Fontainebleau, France, Summer 1984.  
Bachelor of Science in Civil and Environmental Engineering, Utah State University, 1982.

**EMPLOYMENT**

**MISSISSIPPI STATE UNIVERSITY, COLLEGE OF ARCHITECTURE, ART + DESIGN.**

Professor, 2012 – Present

Gulf Coast Community Design Studio, Director 2005 to present.

Jackson Community Design Center, Director 1998 to 2005

Associate Professor, 1998 – 2012.

Assistant Professor, 1993 to 1998.

**SVIGALS ASSOCIATES ARCHITECTS**

New Haven, CT. 1992 - 1993.

**TEMPLE UNIVERSITY, DEPARTMENT OF ARCHITECTURE**

Adjunct Assistant Professor, 1990-1991.

**BLACKNEY-HAYES ARCHITECTS**

Philadelphia, PA. 1990 – 1991.

**VENTURI, SCOTT BROWN and ASSOCIATES**

Philadelphia, PA 1986 – 1990.

**WALLACE, ROBERTS and TODD**

Philadelphia, PA. 1985 – 1986.

**ARCHITECTURAL REGISTRATION: Mississippi 1999, Pennsylvania 1990**

**FIVE YEAR PROJECT SUMMARY:**

Planning: 11 projects

Building: 7 projects

Infrastructure: 8 projects

Research: 6 projects

Education and Outreach: 9 projects

**Community Planner: Kelsey Johnson**

**EDUCATION**

Master of Urban and Regional Planning, University of Michigan, 2007  
Bachelor of Arts in Environmental Studies, Bucknell University, 2005.

**EMPLOYMENT**

MISSISSIPPI STATE UNIVERSITY, COLLEGE OF ARCHITECTURE, ART + DESIGN  
Gulf Coast Community Design Studio, Biloxi, MS. Planner, 2011 to present.

THE MARY C. O'KEEFE CULTURAL CENTER  
Ocean Springs, MS. Public Relations Manager, 2010 – 2011.

ANN ARBOR ART CENTER  
Ann Arbor, MI. Special Events Manager, Administration Manager, Volunteer Coordinator, 2007-2010.

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS  
Washington, DC. Environmental Planner II, 2007.

**FIVE YEAR PROJECT SUMMARY:**

Planning: 4 projects

Infrastructure: 1 projects

Research: 3 projects

Education and Outreach: 5 projects



**Landscape Architect / Healthy Communities Liaison, Tracy Wyman**

**EDUCATION**

Natural Resources Leadership Institute, Fellow & Graduate 2015-2016  
Bachelor of Landscape Architecture, University of Florida, 2013  
National Parks Board, Center for Urban Ecology, Singapore, Summer 2012  
Bali Field School, Summer 2010

**EMPLOYMENT**

MISSISSIPPI STATE UNIVERSITY, COLLEGE OF ARCHITECTURE, ART + DESIGN.  
Gulf Coast Community Design Studio, Landscape Architect, 2015 – Present  
COYLE & CARON, INC.  
Orlando, FL. 2013-2015.  
UNIVERSITY OF FLORIDA COLLEGE OF DESIGN, CONSTRUCTION & PLANNING  
Powell Center, 2011-2012.  
ZAMIA DESIGN  
Gainesville, FL. 2011

**FIVE YEAR PROJECT SUMMARY:**

Research: 3 projects

Education and Outreach: 4 projects

Landscape and/or Trail Design: 10 projects

**4. Number and composition of staff that is readily available to City of Fairhope projects.**

5 staff:

David Perkes, Director

Kelsey Johnson Community Planner

Tracy Wyman, Landscape Architect

Heidi Schattin, Architectural Intern

Nathan Foust, Architectural Intern

The Gulf Coast Community Design Studio is a small organization of around eight employees. All are either professionals or designers. We operates with a simple organizational structure in which there is no mid-level hierarchy. The entire studio staff including the director works in an open space. All employees works as a team on different part of a given project and the director, David Perkes, stays in close communication with all of the employees in order to manage the various projects. This shared non-hierarchal organizational structure and the natural day-to-day communication in the open work environment enables the Gulf Coast Community Design Studio to respond to the City's needs so that if one person is unavailable others are able to respond.

**5. Name of responsible firm member and Municipal Service Project Manager:** David Perkes.

**6. Quality Assurance Program**

As a university program the Gulf Coast Community Design Studio operates through the Office of Sponsored Programs as part of the Office of Research and Economic Development. Quality as far as administrative, budget management, policies and procedures is assured through the very strict requirements for the university to operate with federal funds. In addition to the general university quality assurance structure, the Gulf Coast Community Design Studio reports to the Dean of the College of Architecture, Art and Design as well at the college's advisory committee. Additional quality assurance comes through a working relationship with a research center on campus, the National Strategic Planning and Analysis Research Center, which is in the process of analyzing the design studio's work for economic impact. Quality as far as professional and design services will be assured with open and frequent communication with the City. As an organization established with a mission to serve the community, we are committed to listen to the needs of the City and provide quality work.

**7. Exhibit B form was submitted previously.**

**References:**

**Helen Werby, Executive Director**

Biloxi Housing Authority  
330 Benachi Avenue  
Biloxi, Mississippi 39530  
228-374-7771 Ext. 201  
[hwerby@biloxihousing.org](mailto:hwerby@biloxihousing.org)

**Carol Burnett, Executive Director**

Moore Community House  
684 Walker Street  
Biloxi, MS 39530  
228-436-6601  
[cburnett@mschildcare.org](mailto:cburnett@mschildcare.org)

**Elaine G. Wilkinson, Executive Director**

Gulf Regional Planning Commission  
1635 Popps Ferry RD, Suite G  
Biloxi, MS 39532  
228\*864-1167 x 209 office  
228\*380-1096 cell

**Kay Miller, Executive Director**

Biloxi City Main Street  
PO Box 253  
Biloxi, MS 39533  
228-435-6339  
[mainstreet@biloxi.ms.us](mailto:mainstreet@biloxi.ms.us)

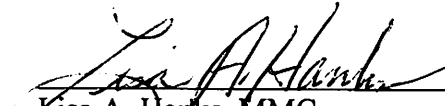
**RESOLUTION NO. 2711-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Mississippi State University Gulf Coast Community Design Studio for RFQ No. PS021-17, Professional Consulting Services for South Fairhope Community Action Plan, and authorize Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure.

Adopted on this 10th day of April, 2017

  
\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Mayor Karin Wilson is hereby authorized to execute a Reimbursable Agreement for Relocation of Utility Facilities for County Project Number ERPR-8980(911) between the City of Fairhope and the Baldwin County Commission on CR32 500' east of SR181 with the proposed location remaining the same and depth being lowered an additional 12' (approximately). The total estimated reimbursable cost is \$17,031.47.

Adopted on this 24th day of April, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

**Lisa A. Hanks, MMC**

---

**From:** Mary Booth <MBOOTH@baldwincountyal.gov>  
**Sent:** Tuesday, April 11, 2017 2:14 PM  
**To:** Lisa A. Hanks, MMC  
**Subject:** Reimbursable Utility Agreement - Gas - CR32  
**Attachments:** Reimbursable Utility Agreement.pdf

Lisa,

Robert Rohm has been coordinating with Jason Matthews on a gas conflict with a county drainage project on CR32. The cost borne by the City of Fairhope for the utility relocation is 100% reimbursable and the County will reimburse the City as soon as the work has been completed.

I have attached the agreement that needs to be executed immediately and is going to the Commission for approval on Tuesday, April 18. This agreement needs to be signed as soon as possible and due to the upcoming holiday, I need it back to us by Thursday. Once it is signed, we will come pick it up.

Upon sending this email, I will try to reach you at your office.

**Mary Booth**  
**Design Tech II**

**Baldwin County Highway Department**  
**PO Box 220**  
**Silverhill, AL 36576**  
**Physical:** 22070 St. Hwy 59, 3rd Floor, Robertsdale, AL 36567  
**☎Office: 251-972-8531 ☎Cell: 251-978-9493**  
**✉ E-Mail: [mbooth@baldwincountyal.gov](mailto:mbooth@baldwincountyal.gov)**

**REIMBURSABLE AGREEMENT  
FOR RELOCATION OF UTILITY FACILITIES  
ON PRIVATE OR PUBLIC RIGHT-OF-WAY**

<u>        </u> Private Right-of-Way	PROJECT NUMBER	<u>ERPR-8980(911)</u>
<u>  x  </u> Public Right-of-Way	COUNTY NUMBER	<u>0215914</u>
	COUNTY	<u>BALDWIN</u>

**THIS AGREEMENT** is entered into by and between the County of BALDWIN acting by and through its County Commission, hereinafter referred to as the COUNTY, and Fairhope Public Utilities (gas), hereinafter referred to as the UTILITY.

**WITNESSETH:**

**WHEREAS**, the COUNTY proposes a project of certain highway improvements in Baldwin County, Alabama, said project being designated as Project No. ERPR-8980(911) BCP 0215914 and consisting approximately of the following: CR32, 500' East of SR181, BC200-013.

Existing gas main is approximately 8'-10' from EOP at approximately 36". Proposed location will remain the same location and depth will be lowered an additional 12' (approximately) ; and

**WHEREAS**, the UTILITY is the owner of certain facilities located on private or public right-of-way, as applicable, at places where they will interfere with the construction of said project unless said facilities are relocated; and

**WHEREAS**, the COUNTY has determined that the relocation of the facilities hereinafter referred to is necessitated by the construction of said project and has requested or ordered, as applicable, the UTILITY to relocate same; and

**WHEREAS**, the Alabama Department Of Transportation will use Federal funds allocated to the County, if available, that are provided to it by the Federal Highway Administration pursuant to 23 CFR 645 to reimburse the County's expenses incurred in adjusting the utilities facilities;

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The UTILITY will relocate its facilities presently located within the right-of-way limits of the above referenced project in accordance with the UTILITY'S plans and specifications as approved by the COUNTY, so as to occasion the least possible interference with the progress of the project. The UTILITY'S plans, specifications and estimate of relocation cost are transmitted herewith and made a part hereof by reference.

2. The UTILITY will conform to the provisions of the latest edition of the State of Alabama Department of Transportation Utility Manual, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such Utility Manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

3. The UTILITY will conform to the provisions of the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD), latest edition, as the provisions thereof are applicable hereto, for both installation and maintenance of such facilities. Such manual is of record within the Alabama Department of Transportation at the execution of this Agreement and is hereby made a part hereof by reference.

4. Code of Federal Regulations 23 CFR 645 is hereby made a part hereof by reference and will be conformed to by the UTILITY as the provisions thereof are applicable hereto.

5. The UTILITY will observe and comply with the provisions of all Federal, State and Municipal laws and regulations as the provisions thereof are applicable hereto in the performance of work hereunder, including the Clean Water Act of 1987, the Alabama Nonpoint Source Management Program of 1989, and the regulations of the Environmental Protection Agency (EPA) and the Alabama Department of Environmental Management (ADEM). The UTILITY will procure and pay for all licenses and permits that are necessary for its performance of the work.

6. The **UTILITY** will perform the work of relocation:
- (a)   X   by **UTILITY'S** own forces
  - (b)        by contract let by the **UTILITY**
  - (c)        by an existing written continuing contract where the work is regularly performed for the **UTILITY**
  - (d)        by combination of the preceding (as shown in detail on the estimate).

7. The detailed relocation cost estimate will be itemized and attached to this agreement. With respect to facilities located on the **UTILITY'S** private right-of-way, the **COUNTY** will reimburse the **UTILITY** for the actual cost of relocation, as may be adjusted below. With respect to facilities located on public right-of-way, the **COUNTY** will reimburse the **UTILITY** for all or part of the actual cost of relocation as required by the laws of Alabama, as may be adjusted below.

- a. The **STATE'S** share of the engineering charges shall be limited to the "in-kind" work only.
- b. The total actual cost of relocation, including Engineering, whether the facilities are on private or public right-of-way, shall be adjusted for betterment, if any, as defined and provided for in 23 CFR 645 above noted. Excluding betterment costs, the total estimated cost of relocation, including Engineering, is \$ 17,031.47. The total estimated cost including betterment is \$ 17,031.47.
- c. If an adjustment for betterment is applicable, the **COUNTY** will reimburse the **UTILITY** for 100.00 percent of the actual cost of relocation and the remaining 0.00 percent thereof shall be for the account of the **UTILITY** for betterment. If there are changes during construction and/or the actual construction cost percentage becomes substantially different from the construction estimate, the **COUNTY** reserves the right to recalculate the percentages at any time.

8. The **UTILITY** will keep accurate and true records of all expenditures made by it in the process of such relocation. Records will be kept in accordance with 23 CFR 645 above noted, or in accordance with Part 30 and 31, Federal Acquisition Regulations, or in accordance with accounting practices acceptable to the **STATE**.

9. The **UTILITY** will, during the progress of the work and for three years from the date final payment is made, make its records available during normal working hours for examination and audit by representatives of the **STATE** and of the Federal Highway Administration to verify amounts and items covered in the reimbursement for relocation of facilities covered herein. Said records will be available for examination at

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Fairhope Public Utilities

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P.O. Box 429

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Fairhope, AL 36532

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10. The **UTILITY** will, within six (6) months following completion of the relocation, furnish the **COUNTY** such papers, records, supporting documents and invoices as may be required by the State showing the cost of said relocation. The **UTILITY** will furnish the **COUNTY** a copy of its "as built" plans for the **STATE'S** records.

11. Upon receipt of such documents and accounts as may be required by the preceding paragraph and upon completion and acceptance of such verification as the **COUNTY** may deem necessary, the **COUNTY** will reimburse the **UTILITY** for the actual cost of such relocation as verified by the **COUNTY**. In the event the actual verified cost, as accepted, exceeds the estimated cost, the **COUNTY** may require a Supplemental Agreement to be executed between the parties prior to reimbursement of any amount in excess of the estimated cost.



12. Paragraphs numbered 13 through 17 set forth below are applicable to this Agreement only if some or all of the **UTILITY** facilities to be relocated hereunder are located on private right-of-way of the **UTILITY**; otherwise, such paragraphs are considered inapplicable to this Agreement and null and void.

13. Where the **UTILITY** has a compensable property interest in its existing location (herein referred to as private right-of-way) by reason of holding the fee, an easement or other property interest, evidence of such compensable property interest will be submitted to the **COUNTY** by the **UTILITY** for review and approval.

14. If the **UTILITY** is required to move all of its facilities from a portion of its private right-of-way, upon completion of the relocation provided for herein, the **UTILITY** will convey to the **COUNTY** by Quitclaim Deed the portion of its private right-of-way located within the right-of-way limits of the above referenced project.

15. In the event the **UTILITY** is not required to relocate any of its facilities which are located on its private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree the **COUNTY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.
- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **COUNTY** to construct, operate, and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation, and maintenance of said highway, and to enable the **COUNTY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any installation of additional facilities will be subject to the **STATE'S** responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.
- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the **UTILITY** for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the **UTILITY** and the **COUNTY**.

16. If the **UTILITY** is required to relocate any of its facilities which are located on its private right-of-way to a new location on the same private right-of-way, the following provisions shall apply:

- a. To the extent the **UTILITY** has the right to so agree, upon completion of the relocation provided for herein, the **COUNTY** will have the right to construct, operate and maintain a highway over and along the portion of the **UTILITY'S** private right-of-way located within the right-of-way limits of the above referenced project.
- b. The subordination of the **UTILITY'S** private right-of-way to the right of the **COUNTY** to construct, operate and maintain said highway will be effective and operative only to such air, surface and sub-surface rights as may reasonably be required and are necessary for the construction, operation and maintenance of said highway, and to enable the **COUNTY** to control access to the highway where such control is established; otherwise this subordination agreement will in no wise affect and impair the rights of the **UTILITY**, its successors and assigns, in or to its private right-of-way, including but not limited to the right to install additional facilities over, under and across the highway; provided, however, that any

installation of additional facilities will be subject to the COUNTY'S responsibility and right to make prior determination that any such additional facilities are located so as not to impair the highway or any planned highway improvement and so as not to interfere with the free and safe flow of traffic thereon.

- c. It is mutually understood that the terms of this Agreement do not subordinate, affect or impair the rights of the UTILITY for reimbursement of the cost of such future relocation as may be required and necessitated by highway construction at some future date, as fully as if no subordination existed; however, such relocation will be in accordance with an additional agreement to be entered into at that time between the UTILITY and the COUNTY.

17. If the UTILITY is required to relocate any of its facilities which are located on its private right-of-way to a new location on public right-of-way or if any such facilities are to be retained in place within the public right-of-way due to this project, the following provisions will apply

- a. The cost of relocation will include reimbursement for acquisition of right-of-way by the UTILITY to place necessary guy wires and anchors on private lands adjacent to the highway right-of-way and the rights to cut, trim and remove, initially and from time to time as necessary, trees on private lands adjacent to the highway right-of-way which might then or thereafter endanger the facilities of the UTILITY.
- b. Reimbursement for future relocation of the UTILITY'S facilities will be in accordance with State laws in effect at the time such relocation is made; provided, however, the UTILITY will be reimbursed for the cost of any future relocation of the facilities, including the cost of acquisition of equivalent private right-of-way if such future relocation is outside the highway right-of-way and such relocation is required by the COUNTY, and provided that the prior relocation from private right-of-way to public right-of-way was without compensation to the UTILITY for its compensable property interest in its private right-of-way.

18. The UTILITY will be obligated for the payment of damages occasioned to private property, public utilities or the general public, caused by the legal liability (in accordance with Alabama and/or Federal law) of the UTILITY, its agents, servants, employees or facilities.

19. The UTILITY will have a copy of this Agreement on the project site at all times while work is being performed under this Agreement.

20. Nothing contained in this Agreement, or in its execution, shall be construed to alter or affect the title of the COUNTY to the public right-of-way nor to increase, decrease or modify in any way the rights of the UTILITY provided by law with respect to the construction, operation or maintenance of its facilities on the public right-of-way.

21. Paragraph 22 set forth below is applicable to this Agreement only if Federal appropriated funds are available or will be available in the project by which the relocation required by this Agreement is necessitated.

22. In the event any Federal Funds are utilized for this work, the following certification is made:

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

23. In accordance with Title 23, U.S.C. Sec 313, Buy America, steel and iron materials, and products used on this utility relocation, shall comply with the Buy America requirements of 23 CFR 635.410. Minor items of foreign steel may be used if their cost is less than \$2,500, or one-tenth of one percent of the agreement amount, whichever is greater. Eligibility for reimbursement is subject to audit for compliance with the Buy America Requirement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective officers, officials or persons thereunto duly authorized, and this agreement is deemed to be dated and to be effective on the date hereinafter stated as the date of its approval by the County Transportation Engineer.

The County requests that ( \_\_\_\_\_ 100% County funds;  Federal participation) be used for utility work in this agreement.

**WITNESS:**

\_\_\_\_\_

**BY:**

\_\_\_\_\_  
(Legal Name of Utility)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Printed Name)

\_\_\_\_\_  
(Type or Printed Title)

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

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

**RECOMMENDED FOR APPROVAL:**

**BY:** \_\_\_\_\_  
COUNTY ENGINEER

**BY:** \_\_\_\_\_  
REGION ENGINEER

\_\_\_\_\_  
(Telephone)

COUNTY OF \_\_\_\_\_

**BY:** \_\_\_\_\_  
CHAIRMAN, COUNTY COMMISSION

**APPROVED:**

**BY:** \_\_\_\_\_  
STATE COUNTY TRANSPORTATION ENGINEER

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

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 procure Service for Project No. GAS002-17 to Relocate Gas Line on CR 32 for the County Drainage Project; and to purchase Materials (required pipe and fittings) for same. The total project cost is \$17,031.47: \$14,905.13 for Service and \$2,216.34 for Materials. Please note the cost borne by the City of Fairhope for the utility relocation is 100% reimbursable and the County will reimburse the City as soon as the work has been completed.

Adopted on this 24th day of April, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

## City of Fairhope Project Funding Request

Issuing Date 4/12/2017

Please return this Routing Sheet to Treasurer by 4/12/2017

APR 13 '17 AM 9:17

Project Name: Procure materials and services to relocate gas line on CR 32 for Baldwin County Drainage Project

*[Signature]*

Project Location: County Road 32

Presented to City Council: 4/24/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:	<b>Cost:</b>	\$2,126.34	Pipe and fittings
		\$14,905.13	Labor
		\$17,031.47	Total

Providers: Materials - Various inventory vendors  
Labor - Mobile Pipe & Welding, Inc.

Project Engineer: n/a

Order Date: \_\_\_\_\_ Lead Time: n/a

Department Funding This Project

General	Gas	Electric	Water	Sewer	Gas Tax XX	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 <u>2-16050</u>	Revenue Code _____
<b>Const - Gas System Improvements</b>	

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

Project Budgeted: _____	_____ State
	_____ City

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

Funding: <u>Gas operating funds</u>	Loan: _____ Title _____ Year _____
	Capital Lease: _____ Payment _____ Term _____

City Council prior approval	<u>n/a</u>	
Request received by City Treasurer	<u>4/12/2017</u>	Request approved by City Treasurer <i>[Signature]</i>
Received by Finance Department	<u>4/12/17</u>	Request approved by Finance Director <i>[Signature]</i>
Received by Mayor	<u>4/12/17</u>	Request approved by Mayor <i>[Signature]</i>

Contact Person: Robert Rohm



## MEMO

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

Date: April 12, 2017

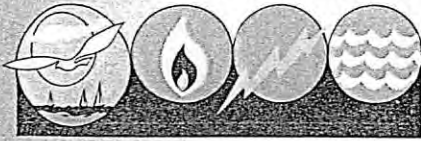
Re: Greensheet and Council approval for procuring services and materials for Project No. GAS002-17 Relocate Gas Line on CR32 for the County Drainage Project

The Recreation Department needs to procure service to perform underground boring services for Project No. GAS002-17 Relocate Gas Line on CR32 for the County Drainage Project. The cost of the procurement will be Fourteen Thousand Nine Hundred Five Dollars and Thirteen Cents (\$14,905.13). This is an unbudgeted item, therefore, requiring City Council approval. The vendor is Mobile Pipe & Welding, Inc., of Mobile, Alabama. The City will furnish required pipe and fittings (\$2,126.34). 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 procuring service for Project No. GAS002-17 Relocate Gas Line on CR32 for the County Drainage Project, for the Gas Dept., from, Mobile Pipe & Welding, Inc., of Mobile, AL, in the amount of \$14,905.13., with a total project cost of \$17,031.47.**

Cc: file

# Fairhope Public Utilities



March 30, 2017

Scott H. Sligh, P.E.  
*Electric Superintendent*

Dan McCrory  
*Water and Sewer Superintendent*

Robert Rohm  
*Gas Superintendent*

John Matthews  
Baldwin County

Re: State Highway 181 and County Road 32

The cost analysis for the County Drain Main relocate is \$17,031.47.

The breakdown is as follows:

Labor & Equipment from Mobile Pipe & Welding	\$14,905.13
300 ft 2" .154 Thim Film Coated Pipe	\$1,746.00
2 - 2" Mueller Bottom Out Line STP FTG	\$303.30
4 - 2 STD WLD 90	\$54.00
2 - 2 STD WLD 45	\$23.04
Total	\$17,031.47

For any questions, please contact me at (251) 928-8003.

Robert Rohm  
Gas Superintendent  
Fairhope Public Utilities

555 South Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-8003

251-990-0156 Fax

www.cofairhope.com

<<http://www.cofairhope.com>>

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**MOBILE PIPE & WELDING, INC.**  
8305 Zeigler Blvd.  
Mobile, AL 36608  
Phone: 251-633-9131  
Fax: 251-633-3099

March 15, 2017

Robert Rohm  
Fairhope Gas  
555 South Section St.  
Fairhope, AL 36533

The cost analysis for the County Drain Main relocate is \$14,905.13. This price is for labor and equipment only to bore and install approximately 300' 2" steel gas main and 2 each 2" tap and stops. Fairhope Gas is to supply all material, permits and all restoration.

Thank you

Ronnie Beasley Jr.

# A-Long Boring, Inc

P. O. Box 1926 - Fairhope, AL 36533  
Phone (251)928-4934 - Fax (251)928-4253

## Estimate

Date	Estimate #
3/30/2017	2038

Name / Address
City-Fairhope ATTN: Dan McCrory Post Office Drawer 429 Fairhope, AL 364533

Project

Description	Qty	Rate	Total
County Road 32 East of Hwy 181, Box Culvert Project  ***NO BID***			
We appreciate your prompt payment.	<b>Total</b>		\$0.00

Signature: \_\_\_\_\_

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Mayor Karin Wilson is hereby authorized to execute a South Alabama Mutual Assistance Agreement between the City of Fairhope and among the counties, towns, and cities of the South Alabama Mutual Assistance Compact to provide and receive mutual aid as a result of fire, flood, storm, epidemic, technological failure or accident, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, explosion, terrorism, or man-made disaster, or other conditions (“Disasters”).

Adopted on this 24th day of April, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

## SOUTH ALABAMA MUTUAL ASSISTANCE AGREEMENT

This South Alabama Mutual Assistance Agreement (the “Agreement”) is entered into as of the date of execution of this Agreement by the Chairman of the Baldwin County Commission, by and between Baldwin County, Alabama, by and through the Baldwin County Commission, a political subdivision of the State of Alabama (the “Baldwin County Commission”) and City of Fairhope, an Alabama Municipal Corporation (the “Political Entity”), subject to the terms and conditions set forth below.

WITNESSETH:

### I. PURPOSE

To provide an understanding between and among the counties, towns and cities (“Political Entity” or “Political Entities”) of the South Alabama Mutual Assistance Compact in providing and receiving mutual aid as a result of fire, flood, storm, epidemic, technological failure or accident, riot, drought, sudden and severe energy shortage, plant or animal infestation or disease, earthquake, explosion, terrorism, or man-made disaster, or other conditions (“Disasters”).

### II. AUTHORITIES AND REFERENCES

- A. The basic authority for each county, town or city to enter into this Agreement is Code of Alabama, Title 31, Chapter 9, Sections 31-9-1 through 31-9-24, as amended (the “Alabama Emergency Management Act”) and more specifically Section 31-9-9.
- B. Provisions of this Agreement are based on the various sections and paragraphs of the Alabama Emergency Management Act.

### III. SCOPE

This Agreement encompasses the area represented by the South Alabama Mutual Assistance Compact whose membership consists of the Emergency Management Directors of the counties listed on Appendix A, and an authorized representative of the city, town and county governing officials listed on Appendix B.

### IV. SITUATION

Response to Disasters can exhaust all resources of a city, town, or county and deplete certain types of manpower, equipment, or supplies. When these conditions exist, the affected entity must rely on the next higher level of government, a neighboring entity, volunteer agencies, and/or the private sector for the necessary resources to save or sustain life, health, and property. Such assistance must be provided or received within the proper legal framework as outlined in the Alabama Emergency Management Act and with a clear understanding of the

conditions under which such assistance is given or received.

## V. MUTUAL AID AGREEMENT

**Article 1.** The purpose of this Agreement is to provide mutual aid among the parties to this Agreement in meeting any Disaster. The prompt, full, and effective utilization of the resources of the respective counties, towns or cities, including such resources that may be available from the state or federal governments or any other source, are essential to the safety, care and welfare of the people and property thereof in the event of a Disaster. All available resources including personnel, equipment or supplies, shall be incorporated into a plan or plans of mutual aid. The Emergency Management Directors of the respective county members shall be voting members of the South Alabama Mutual Assistance Compact. The voting members of the South Alabama Mutual Assistance Compact shall establish a committee to formulate plans and take all necessary steps for the implementation of this Agreement which shall be voted on by the voting members. All authorized representatives of the city, town, and county governing officials listed on Appendix B, as may be amended from time to time, shall be associate members and shall not be entitled to voting rights.

**Article 2.** It shall be the duty of each Political Entity that is a member of the South Alabama Mutual Assistance Compact to formulate plans and procedures for implementation of this Agreement including, but not limited to, the authorization of the County Emergency Management Director in their jurisdiction to deploy their resources and to provide for free exchange of information and plans, including inventories of personnel, materials, supplies, equipment and other resources available for carrying out provisions of this Agreement. Each participating Political Entity shall bear the risk of its own actions, as it does with its day to day operations, and determine for itself what kinds of insurance and, in what amounts, it should carry. Each assisting Political Entity shall be solely responsible for determining that its insurance is current and adequate prior to providing assistance under this Agreement.

**Article 3.** All mutual aid assistance should be requested by and through the county Emergency Management Agency in which the requesting Political Entity is located. Political Entities that deploy without having received a request may or may not be reimbursed for their expenses. Any Political Entity requested to render mutual aid shall take such action as is necessary to provide and make available the resources covered by this Agreement in accordance with the terms hereof; provided, however, that the Political Entity rendering aid may withhold resources to the extent necessary to provide reasonable protection for such Political Entity. Each party to this Agreement shall extend to the Emergency Management employees of any assisting Political Entity, while operating within the requesting jurisdiction under the terms of this Agreement, the same powers, duties, rights, privileges and immunities as if they were performing their duties in the Political Entity in which normally employed or rendering services. Emergency Management forces will continue under the command and control of their normal leaders, but the organizational units will come under the operational control of Emergency Management authorities of the Political Entity receiving assistance.

**Article 4.** Wherever any person holds a license, certificate or other permit issued by any Political Entity evidencing the meeting of qualifications for professional, mechanical or other skills, such person may render aid involving such skill in any Political Entity to meet a Disaster, and such Political Entity shall give due recognition to such license, certificate or other permit as if issued in the Political Entity in which aid is rendered.

**Article 5.** Each Political Entity and each emergency management worker is granted immunity from liability for the death of or injury to persons, or for damages to property as a result of attempting to respond according to this Agreement as provided by law.

**Article 6.** Nothing herein contained shall preclude any Political Entity from entering into supplementary agreements with any other Political Entity as otherwise provided by law.

**Article 7.** While assisting a requesting Political Entity, the assisting Political Entity shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The requesting Political Entity shall, from any available source, reimburse at a rate of 100% the assisting Political Entity for all direct and indirect payroll costs and expenses incurred in responding to the Disaster, including, but not limited to, employee pensions and benefits, and the pro rata portion of the cost for workers' compensation insurance, as determined by Generally Accepted Accounting Principles (GAAP). The requesting Political Entity is prohibited from granting reimbursement for overtime payroll costs; unless such compensation is in accordance with payroll policies previously established for normal day to day non-disaster activities of the assisting Political Entity. While providing services to the requesting Political Entity, employees of the assisting Political Entity shall remain as employees of their respective agency while responding to, or performing an emergency mutual aid function on behalf of the requesting Political Entity and until which time the emergency management worker is relieved of further emergency mutual aid responsibility by a duly authorized official.

**Article 8.** Each Political Entity shall provide for the payment of compensation and death benefits to full-time employees of such Political Entity who are members of the Emergency Management forces of that Political Entity, and who sustain injuries or are killed while rendering aid pursuant to this Agreement, in the same manner and on the same terms as if the injury or death were sustained in the Political Entity where they are employed. Each Political Entity agrees to furnish a copy of this Agreement to its workers' compensation insurance carrier.

**Article 9.** Any Political Entity rendering aid in another Political Entity pursuant to this Agreement shall be reimbursed by the Political Entity receiving such aid for any loss or damage to, or expense incurred in the operation of any equipment answering a request for aid and for the cost incurred in connection with such requests unless such damage is caused by gross negligence, willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel.

**Article 10.** The assisting Political Entity shall be reimbursed for all materials and supplies used or damaged during the period of assistance unless such damage is caused by gross negligence, willful and wanton misconduct, or intentional misuse of the assisting Political Entity's personnel. The assisting Political Entity's personnel shall use reasonable care under the circumstances in the operation and control of all materials and supplies used by them during the period of assistance. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228. In the alternative, the parties may agree that the requesting Political Entity will replace, with like kind and quality as determined by the assisting Political Entity, the materials and supplies used or damaged.

**Article 11.** This Agreement shall be operative immediately upon its ratification by any Political Entity as between it and any other Political Entity so ratifying. Ratification is indicated by the signature of the Chief Executive of the Political Entity and the Emergency Management Director of that respective jurisdiction after being approved by the governing body of the Political Entity. Duly authenticated copies of this Agreement will be deposited with each government entity ratifying this Agreement, the Emergency Management Agency represented by the entity, and the Alabama Emergency Management Agency.

**Article 12.** This Agreement shall continue in force and remain binding on each Political Entity until the governing body of a Political Entity takes action, with or without cause or hearing, to withdraw therefrom. Such action shall not be effective until notice thereof has been sent by the Chief Executive of the Political Entity desiring to withdraw to Secretary of the South Alabama Mutual Assistance Compact.

**Article 13.** This Agreement shall be construed to effectuate the purposes stated in Article 1 hereof. If any provision of this Agreement is declared unconstitutional or unlawful, or the applicability thereof to any person, entity or circumstance is held invalid, the constitutionality or legality of the remainder of this Agreement and the applicability thereof to other persons, entities and circumstances shall not be affected thereby. Nothing contained in this Agreement shall be construed as a limitation on the powers of participating counties, towns or cities to enter into other agreements relating to emergency management in an emergency or impairing in any respect the force and effect thereof.

VI. RATIFICATION

This Agreement shall become binding and obligatory when it shall have been signed by the Chief Executive Officer (Mayor, Commission Chairperson, Probate Judge, etc.) of the participating county, town and/or city after approval by the governing body of the county, town and/or city authorizing such signature.

This Agreement is approved this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

For: City of Fairhope, AL  
(Name of Political Entity)

By: \_\_\_\_\_  
(Chief Executive)

\_\_\_\_\_  
(Emergency Management Director)

Attest:

\_\_\_\_\_  
(Clerk or Other)

For: BALDWIN COUNTY COMMISSION

By: \_\_\_\_\_  
T. CHRISTOPHER ELLIOTT  
Its: Chairman

Attest:

\_\_\_\_\_  
RONALD J. CINK, County Administrator/Budget Director

State of Alabama)  
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. Christopher Elliott, as Chairman of the Baldwin County Commission, and Ron Cink, County Administrator/Budget Director of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_



State of Alabama)  
County of \_\_\_\_\_)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, \_\_\_\_\_, whose name as \_\_\_\_\_ of the City of \_\_\_\_\_, and \_\_\_\_\_, whose name as \_\_\_\_\_ of the City of \_\_\_\_\_, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of \_\_\_\_\_.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Alabama  
My Commission Expires: \_\_\_\_\_

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

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

1] That on October 27, 2014 the City of Fairhope entered into a contract with Jade Consulting, LLC for City Engineer Services (RFQ PS003-17).

[2] That the City of Fairhope hereby terminates the contract titled City Engineer Services between the City of Fairhope and Jade Consulting, LLC due to Clause No. E Terms and Conditions (11); and authorizes Mayor Wilson to sign the necessary paperwork.

Adopted on this 24th day of April, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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



# MEMO

APR 5 '17 PM4:38

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

Date: April 5, 2017

Re: Terminating contract for RFQ PS003-17 City Engineer Services

The Community Development Department is requesting termination of the current contract for RFQ PS003-17 City Engineer Services, per terms and conditions of the contract between the City of Fairhope and Jade Consulting, LLC., of Fairhope, AL. The contract was dated October 27, 2014

The applicable contract clause is:

11 *Either Client or JADE Consulting, LLC may terminate this contract with (7) days written notice. Upon termination, Owner will be responsible for payment of all Consultant fees and reimbursables expended through the date of termination.*

**Please place on the next City Council agenda this request to terminate the contract between the City of Fairhope and Jade Consulting, LLC, of Fairhope, AL., dated October 27, 2014, and approve the Mayor to sign the necessary paperwork.**

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



**JINRIGHT & ASSOCIATES DEVELOPMENT ENGINEERS  
CONSULTING, LLC**

October 27, 2014

Mayor Timothy Kant  
City of Fairhope  
PO Box 429  
Fairhope, AL 36533

RE: General On-Call Civil Engineering Services for  
City of Fairhope

Honorable Mayor Kant:

JADE Consulting, LLC is pleased to provide you with this proposal for the engineering required to develop the site for the subject property. Please note the proposal is based on the general layout of structures and site development. A different fee proposal may be required if there are significant modifications to the current layout.

This proposal does not include geotechnical testing, application or permit fees. If requested these items can be furnished at direct cost plus fifteen (15%) percent.

Thank you for the opportunity to provide you with this proposal. Attached are two (2) copies of the proposal. Please execute the proposal by signing, dating, initialing where indicated and returning one (1) copy to me for my files.

Best Regards,

JADE CONSULTING, LLC

Perry C. Jinright, III, P.E.  
Manager

\k  
Enclosure  
14.204

## PROFESSIONAL SERVICES AGREEMENT

### A. GENERAL DESCRIPTION OF PROJECT LOCATION:

On-Call Civil Engineering Services for  
City of Fairhope  
Fairhope, Alabama

### B. GENERAL

This agreement, including attachments are hereinafter noted, made and entered into and between JADE Consulting, LLC and the Client identified herein, provides for the Professional services described under Section C of this Agreement.

Client: City of Fairhope

Contact: Mayor Kant

Address: P.O. Box 429

City/State/Zip Code: Fairhope, AL 36532

Phone No.: 251-928-2136

Fax No.: 251-990-5532

### C. JADE CONSULTING PROFESSIONAL SERVICES to be provided *are identified below*: JADE Consulting, LLC is pleased to provide you with this proposal for the engineering required to assist the City on General On-Call Civil Engineering Services.

#### General On-Call Civil Engineering Services

**\$2,000.00 Monthly**

We will provide On-Call general civil engineering services to the City of Fairhope as requested. The services will include:

- Assisting Public Works Director as needed
- Civil Design Services of miscellaneous smaller projects with a construction cost less than \$75,000
- Assisting in construction document preparation for various city projects
- Assisting in grant application preparation
- Assisting in construction surveillance of public work projects
- Attending/Participating in miscellaneous public meeting as requested

The indicated monthly fee includes 15 hours of Professional Engineering services and 5 hours of CADD Designer services per month. Efforts in excess of the budgeted services will be invoice per the additional services section of this agreement.



**D. ADDITIONAL SERVICES (Hourly Basis)**

Services requested, but not specifically included in the scope of services, will be considered additional services. Modification to drawings, after approval by the Client, as a result of changes requested by the Client or their other Consultants will be considered additional services and billed at an hourly rate as follows:

Professional Engineer	\$100.00
CADD Designer	\$ 85.00
Graduate Engineer	\$ 85.00
Engineering Technician	\$ 65.00
Clerical	\$ 65.00
Sub-Consultant	Cost Plus 15%

**E. TERMS & CONDITIONS**

1. Reimbursable costs include: fees of Professional Subcontractors (whose expertise is required to complete the project) and out-of-pocket expenses, the cost of which shall be charged at actual cost plus administrative charge of 15 percent and shall be itemized and included in the invoice.
2. JADE Consulting, LLC services under this agreement does not include participation, whatsoever, in any litigation.
3. The Client hereby acknowledges that JADE Consulting, LLC cannot warrant that estimates of probable construction or operating cost provided by JADE Consulting, LLC will not vary from actual costs incurred by the Client.
4. The limit of liability of JADE Consulting, LLC to the Client for any cause or combination of causes resulting from services rendered, shall be, in total amount, limited to the fees paid under this Agreement.
5. If under this Agreement, professional services are provided during the construction phase of the project, JADE Consulting, LLC shall not be responsible for or have control over procedures, techniques, means, methods, or sequences, or for the safety precautions and programs in connection with the Work. Nor shall JADE Consulting, LLC be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents or for Contractor's failure to comply with applicable laws, ordinances, rules and/or regulations. Under no circumstances will JADE Consulting, LLC have any direct contractual relationship with the contractor, any subcontractors or materials suppliers.
6. The laws of the State of Alabama shall govern this agreement unless specifically stated otherwise.
7. The Client, at its expense, will provide JADE Consulting, LLC with all required site information, existing plans, reports, studies, project schedules and similar information that are contained in its files. JADE Consulting, LLC may rely on the information provided by the Client without verification.

The Client will designate a representative who shall have the authority to act on behalf of the Client for this project.



The Client shall participate with JADE Consulting, LLC by providing all information and criteria in a timely manner, review documents and make decisions on project alternatives to the extent necessary to allow JADE Consulting, LLC to perform the scope of work within established schedules.

8. The Client will hold harmless and indemnify JADE Consulting, LLC for any design changes, construction changes, and/or damages resulting from the use of a topographic survey or other information prepared by others and provided by the Client.
9. JADE Consulting, LLC may subcontract consultants in the performance of any services described in this agreement. JADE Consulting, LLC does not act as General Contractor in any way, or accept responsibility for poor craftsmanship.
10. The above described compensation for JADE Consulting, LLC does not include the following Cost:
  - a. Photostats/Photocopying/Plotting
  - b. Binding
  - c. Printing/Reprographics
  - d. Photography/Film/Film Processing
  - e. Mylar's and Reproducible's
  - f. Federal Express, Courier and/or Delivery Fees
  - g. Mailing/Postage
  - h. Microfilming/Scanning/Digitizing
  - i. Blue Printing, Printing or Binding of Bid Sets
  - j. Mileage @ current Federal rate
  - k. Permits and/or Registration Fees
  - l. Travel Expenses outside of Baldwin County, Alabama, such as airfare and lodging
  - m. Other products and services requested by the Client and not specifically described herein

There will be a 15% Administrative Fee for all reimbursable expenses to compensate for bookkeeping.

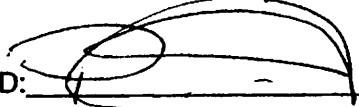
11. Either Client or JADE Consulting, LLC may terminate this contract with seven (7) days written notice. Upon termination, Owner will be responsible for payment of all Consultant fees and reimbursables expended through the date of termination.
12. Should the project be stopped or the work prevented or delayed for any reason, including, but not limited to, by reason of force majeure or the act or order of any governmental authority, for more than sixty (60) days, JADE Consulting, LLC reserves the right to charge a Five Hundred Dollar (\$500.00) Restart Fee and renegotiate the Fee Schedule.
13. Invoice Schedule: Billing will be on a service at the end of the each month.
14. Terms: Net Thirty (30) days from invoice date. Finance charge of 1.5% per month (18% per annum) will be added to accounts over thirty (30) days past due. Reasonable Attorney's fees will be charged, if necessary, to collect on unpaid invoices. Compensation for all services shall be paid in Fairhope, Baldwin County, Alabama.



15. The forum for any action to construe or enforce this agreement shall be the Baldwin County Circuit Court.
16. This document sets forth all of the terms and conditions agreed by the parties hereto, and supersedes all prior oral or written agreements, representations or warranties not otherwise expressly set forth herein. This agreement may only be amended or modified by a written document executed by all parties.

This agreement is accepted on the later date written below:

**JADE CONSULTING, LLC**

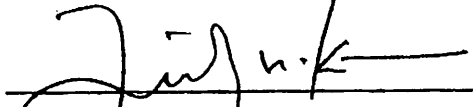
SIGNED: 

TYPED NAME: Perry C. Jinright, III, P.E.

TITLE: Member

DATE: 10/27/14

**MAYOR TIMOTHY KANT**

SIGNED: 

TYPED NAME: MAYOR TIMOTHY KANT

TITLE: Mayor

DATE: 10-28-14





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

**WHEREAS**, the Owners of Bridlewood Farms desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2591-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 Bridlewood Farms, 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 Bridlewood Farms 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 BR549, 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 24th day of April, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

# BRIDLEWOOD FARMS

**CERTIFICATE OF OWNERSHIP AND DEDICATION**  
COUNTY OF DADE  
CITY OF MIAMI  
DATE: 15th March, 2017  
BY: [Signature]  
MANAGING MEMBER

**CERTIFICATE OF FLOOD HAZARD ZONE**  
THIS IS TO CERTIFY THAT WE HAVE CONSULTED THE FEDERAL FLOOD INSURANCE ADMINISTRATION'S 2005 FLOOD HAZARD BOUNDARY MAP NO. 9-00000A AND DETERMINED THAT THE LAND IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON THE ABOVE DESCRIBED MAP AND THAT THE LAND IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON THE ABOVE DESCRIBED MAP AND THAT THE LAND IS NOT IN A FLOOD HAZARD ZONE AS SHOWN ON THE ABOVE DESCRIBED MAP.

**CERTIFICATION BY NOTARY PUBLIC**  
I, [Signature], Notary Public, do hereby certify that the foregoing is a true and correct copy of the original as shown to me by the undersigned.

**CERTIFICATE OF APPROVAL BY THE FARMERS PLANNING COMMISSION**  
I, [Signature], Chairman of the Farmers Planning Commission, do hereby certify that the proposed subdivision complies with the requirements of the Farmers Planning Commission.

**ENGINEER'S CERTIFICATE**  
I, [Signature], Engineer, do hereby certify that the proposed subdivision complies with the requirements of the Florida Statutes and the rules of the State Board of Professional Engineers.

**CERTIFICATE OF APPROVAL BY FARMERS UTILITIES/POWER**  
I, [Signature], Farmers Utilities/Power, do hereby certify that the proposed subdivision complies with the requirements of the Farmers Utilities/Power.

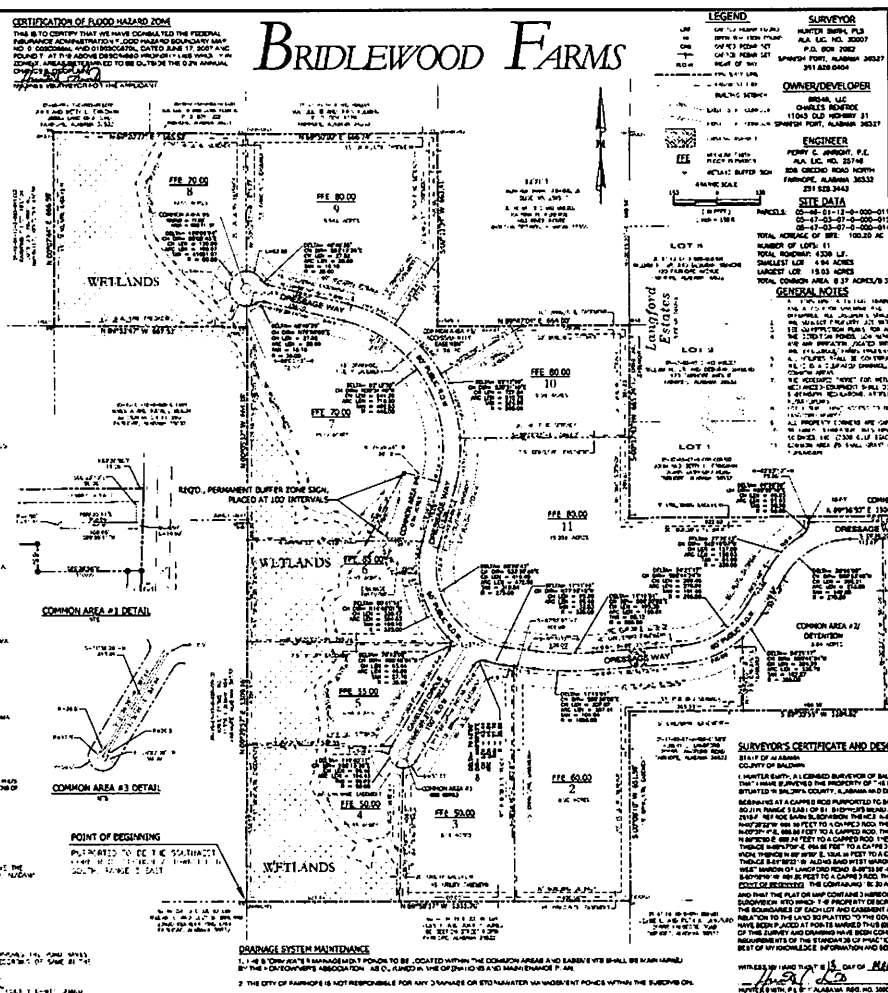
**CERTIFICATE OF APPROVAL BY STATE**  
I, [Signature], State, do hereby certify that the proposed subdivision complies with the requirements of the State.

**CERTIFICATE OF APPROVAL BY MIAMI COUNTY HEALTH DEPARTMENT**  
I, [Signature], Miami County Health Department, do hereby certify that the proposed subdivision complies with the requirements of the Miami County Health Department.

**CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER**  
I, [Signature], County Engineer, do hereby certify that the proposed subdivision complies with the requirements of the County Engineer.

**CERTIFICATE OF APPROVAL BY THE COUNTY BOARD OF HEALTH**  
I, [Signature], County Board of Health, do hereby certify that the proposed subdivision complies with the requirements of the County Board of Health.

**CERTIFICATE OF APPROVAL BY THE COUNTY BOARD OF COMMISSIONERS**  
I, [Signature], County Board of Commissioners, do hereby certify that the proposed subdivision complies with the requirements of the County Board of Commissioners.



**LEGEND**

**SURVEYOR**  
JADE SURVEYING, LLC  
1100 OLD HIGHWAY 31  
SPRINGPORT, ALABAMA 36587  
251-828-0044

**OWNER/DEVELOPER**  
SMITH-KOHL & ASSOCIATES  
1100 OLD HIGHWAY 31  
SPRINGPORT, ALABAMA 36587

**ENGINEER**  
PERRY C. JENNINGS, P.E.  
204 OCEANO ROAD NORTH  
FARMING, ALABAMA 36532  
251-828-3942

**SITE DATA**  
TRACT: 02-48-21-13-000-011  
TOTAL ACRES: 120.00  
TOTAL ACRES OF SITE: 102.00  
NUMBER OF LOTS: 11  
TOTAL FRONTAGE: 4200 FT  
SMALLEST LOT: 4.94 ACRES  
LARGEST LOT: 18.83 ACRES  
TOTAL COMMON AREA: 8.37 ACRES/2.2%

**GENERAL NOTES**

1. THE SURVEYOR HAS BEEN PROVIDED WITH THE ORIGINAL RECORD PLANS FOR THIS PROPERTY AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
2. THE SURVEYOR HAS BEEN PROVIDED WITH THE ORIGINAL RECORD PLANS FOR THIS PROPERTY AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
3. THE SURVEYOR HAS BEEN PROVIDED WITH THE ORIGINAL RECORD PLANS FOR THIS PROPERTY AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.
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11. THE SURVEYOR HAS BEEN PROVIDED WITH THE ORIGINAL RECORD PLANS FOR THIS PROPERTY AND HAS FOUND THEM TO BE CORRECT AND COMPLETE.

**COMMON AREA #1 DETAIL**

**COMMON AREA #2 DETAIL**

**COMMON AREA #3 DETAIL**

**POINT OF BEGINNING**  
BEARING TO BE 1° 10' 00" S 89° 50' 00" W  
DISTANCE 1.0000 FT

**DRAINAGE SYSTEM MAINTENANCE**  
1. ALL DRAINAGE SYSTEM MAINTENANCE SHALL BE COMPLETED WITHIN THE COMMON AREAS AND EASEMENTS SHALL BE MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FARMERS PLANNING COMMISSION AND THE COUNTY ENGINEER.

**SURVEYOR'S CERTIFICATE AND DESCRIPTION OF PROPERTY**  
I, [Signature], a Licensed Surveyor of Baldwin County, Alabama, hereby certify that I have surveyed the property of the above named landowner and have found the same to be correct and complete. The property is located in Baldwin County, Alabama and is described as follows: [Description of property]

**DATE** 15th March, 2017

**WITNESSED AND THAT IS A TRUE COPY OF THE ORIGINAL**  
JADE SURVEYING, LLC  
1100 OLD HIGHWAY 31  
SPRINGPORT, ALABAMA 36587

**SMITH-KOHL & ASSOCIATES**  
1100 OLD HIGHWAY 31  
SPRINGPORT, ALABAMA 36587  
251-828-0044

**BRIDLEWOOD FARMS**  
FINAL PLAT  
BR549, LLC

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## MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between **BR549, LLC** (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 **Bridlewood Farms** (the "Subdivision"), which Subdivision is recorded as Instrument Number 1623658 in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

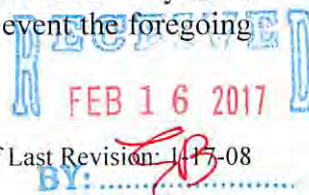
WHEREAS, prior to the City agreeing to accept for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider is responsible to maintain the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter 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. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of **\$36,124.20**. In the event the foregoing



condition precedent is not satisfied within thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. 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.

5. 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;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) 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.

6. 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.

7. Indemnification. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

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. 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.

16. 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.

17. 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.

18. 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.

BR549, LLC

By:   
Name: Charles Renfro  
As Its: Managing Member  
Date: 2/15/2017

THE CITY OF FAIRHOPE, ALABAMA

By: \_\_\_\_\_  
Karin Wilson  
As Its Mayor  
Date: \_\_\_\_\_

ATTEST:

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

**EXHIBIT "A"**  
**The Improvements**

Water system improvements within the right-of-way. See attached Engineers Cost Estimate.

**JADE CONSULTING, LLC**  
**ENGINEERS COST ESTIMATE**  
**WATER MAINTENANCE**

**OWNER:** BR549, LLC

**JADE PROJECT NUMBER:** RENFRO-1323

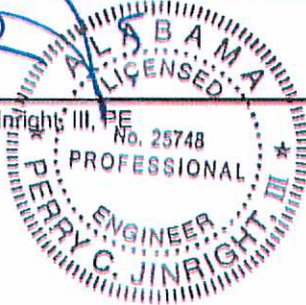
**PROJECT:** Bridlewood Farms

**DATE:** 02/16/17

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	8" PVC Water Pipe (C-200)(WI-1)	LF	2,100.0	\$18.25	\$38,325.00
2	8" D.I. Water Pipe (WL-1)	LF	60.0	\$46.50	\$2,790.00
3	8" 45 Bend	EA	2.0	\$325.00	\$650.00
4	12" X 8" Tapping Sleeve and Valve	EA	1.0	\$1,250.00	\$1,250.00
5	6" PVC Water Pipe (C-200)(WI-1)	LF	2,166.0	\$16.50	\$35,739.00
6	6" Gate Valves (WL-3)	EA	3.0	\$1,600.00	\$4,800.00
7	6" Tees	EA	3.0	\$260.00	\$780.00
8	Fire Hydrant Assembly (WL-8)	EA	8.0	\$3,355.00	\$26,840.00
9	Water Service with 3/4" "K" Copper Service Line (WL-9)	EA	12.0	\$545.00	\$6,540.00
10	Water Line Testing & Chlorination	LS	1.0	\$1,500.00	\$1,500.00
11	Concrete for Water Lines (WL-11)	CY	3.0	\$400.00	\$1,200.00
<b>SUB TOTAL:</b>					<b>\$120,414.00</b>
<b>30% OF SUB TOTAL</b>					<b>\$ 36,124.20</b>

It is the intent of this cost estimate to cover all incidental items necessary for a completed project as required by Alabama Department of Transportation.

Perry C. "Trey" Jinright, III, PE  
 AL #25748





MAINTENANCE BOND

Bond No. 2251014

KNOW ALL PERSONS BY THESE PRESENTS, That we Asphalt Services, Inc.  
\_\_\_\_\_ of  
11045 Old Highway 31, Spanish Fort, AL 36527, hereinafter  
referred to as the Principal, and North American Specialty Insurance Company,  
as Surety, are held and firmly bound unto City of Fairhope  
of 161 N. Section St., Fairhope, AL 36532, hereinafter  
referred to as the Obligees, in the sum of Thirty Six Thousand One Hundred Twenty Four and 20/100  
Dollars (\$ 36,124.20), for the payment of which we bind ourselves, our legal representatives, successors  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal entered into a contract with the BR549, LLC  
\_\_\_\_\_ dated  
January 20, 2016, for Bridlewood Farms, Project #15

WHEREAS, said contract provides that the Principal will furnish a bond conditioned to guarantee for the period of  
Two (2) year(s) after approval of the final estimate on said job, by the owner, against all defects in  
workmanship and materials which may become apparent during said period, and

WHEREAS, the said contract has been completed, and was approved on February 15, 2017

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal shall indemnify the  
Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which  
become apparent during the period of Two (2) year(s) from and after February 15, 2017  
then this obligation shall be void, otherwise to remain in full force and effect.

SIGNED, SEALED AND DATED this 15th day of February, 2017

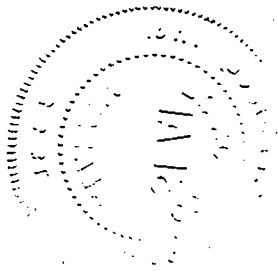
Asphalt Services, Inc.  
(Principal)  
By [Signature] (Seal)

North American Specialty Insurance Company  
(Surety)  
By [Signature] (Seal)  
Jeffrey M. Wilson, Attorney-in-Fact

RECEIVED  
FEB 16 2017  
BY: [Signature]

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NAS SURETY GROUP

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Manchester, New Hampshire, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Schaumburg, Illinois, each does hereby make, constitute and appoint:

MARK W. EDWARDS II, JEFFREY M. WILSON, WILLIAM M. SMITH, EVONDIA H. WOESSNER,
ROBERT R. FREEL, ALISA B. FERRIS, and RONALD B. GIADROSICH

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:
FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

"RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By [Signature]
Steven P. Anderson, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company



By [Signature]
Michael A. Ito, Senior Vice President of Washington International Insurance Company
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 24th day of September, 2015.

North American Specialty Insurance Company
Washington International Insurance Company

State of Illinois
County of Cook ss:

On this 24th day of September, 2015, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 15th day of February, 2017.

[Signature]
Jeffrey Goldberg, Vice President & Assistant Secretary of
Washington International Insurance Company & North American Specialty Insurance Company



**JADE CONSULTING, LLC**  
**ENGINEERS COST ESTIMATE**  
**WATER MAINTENANCE**

**OWNER:** BR549, LLC

**JADE PROJECT NUMBER:** RENFRO-1323

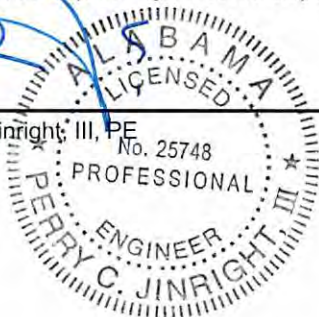
**PROJECT:** Bridlewood Farms

**DATE:** 02/16/17

No.	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	8" PVC Water Pipe (C-200)(WI-1)	LF	2,100.0	\$18.25	\$38,325.00
2	8" D.I. Water Pipe (WL-1)	LF	60.0	\$46.50	\$2,790.00
3	8" 45 Bend	EA	2.0	\$325.00	\$650.00
4	12" X 8" Tapping Sleeve and Valve	EA	1.0	\$1,250.00	\$1,250.00
5	6" PVC Water Pipe (C-200)(WI-1)	LF	2,166.0	\$16.50	\$35,739.00
6	6" Gate Valves (WL-3)	EA	3.0	\$1,600.00	\$4,800.00
7	6" Tees	EA	3.0	\$260.00	\$780.00
8	Fire Hydrant Assembly (WL-8)	EA	8.0	\$3,355.00	\$26,840.00
9	Water Service with 3/4" "K" Copper Service Line (WL-9)	EA	12.0	\$545.00	\$6,540.00
10	Water Line Testing & Chlorination	LS	1.0	\$1,500.00	\$1,500.00
11	Concrete for Water Lines (WL-11)	CY	3.0	\$400.00	\$1,200.00
<b>SUB TOTAL:</b>					\$120,414.00
<b>30% OF SUB TOTAL</b>					\$ 36,124.20

It is the intent of this cost estimate to cover all incidental items necessary for a completed project as required by Alabama Department of Transportation.

Perry C. "Trey" Jinright, III, PE  
 AL #25748



**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 Miniature LED Lights 2017 for the Electric Department (Bid Number 013-17) 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  
Miniature LED Lights 2017 for the Electric Department

[3] After evaluating the bid proposals with the required bid specifications, Jubilee Ace Home Center, with the total bid proposal of \$8.62 per strand for a total cost of \$129,300.00 for approximately 15,000 strands, is now awarded the bid for Miniature LED Lights 2017 for the Electric Department.

Adopted on this 24th day of April, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

## City of Fairhope Project Funding Request

APR 13 '17 AM 11:03  
2/28/2017 *ZAK*

Issuing Date 2/28/2017

Please return this Routing Sheet to Treasurer by

Project Name: Award Bid No. 013-17 Miniature LED Lights for 2017 - 2018 Seasonal Light Display

Project Location: Trees in Downtown Fairhope

Presented to City Council: 3/9/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$129,300.00      \$8.62 per strand x 15,000 strands  
Includes freight

Does not include City labor to install

Providers: Jubilee Ace Home Center, Inc.  
Fairhope, AL

Project Engineer: n/a

Order Date: \_\_\_\_\_ Lead Time: 6 days 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	San 40	Golf 50	Debt Service 85

Expense Code:	<u>1-50490</u> <u>2-50490</u> <u>3-50490</u> <u>4-10-50490</u> <u>4-20-50490</u>	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	<u>n/a</u>	Request approved by City Treasurer	<i>Deborah Smith</i>
Request received by City Treasurer	<u>2/28/2017</u>	Request approved by Finance Director	<i>[Signature]</i>
Received by Finance Department	<u>3/1/17</u>	Request approved by Mayor	<i>[Signature]</i>
Received by Mayor	<u>3/2/17</u>		

Contact Person: Jimmy Cluster



## MEMO

To: Deborah Smith, Treasurer

From:   
Daniel P. Ames, Purchasing Manager

Date: February 28, 2017

Re: Request Green Sheet and City Council award of Bid No. 013-17, Miniature LED Lights 2017, for the Electric Department

The Electric Department Superintendent, Jimmy Cluster, has requested the procurement of miniature LED lights. Bid No. 013-17, Miniature LED Lights 2017, was issued on February 3, 2017, and opened publicly on February 23, 2017.

The Electric Department Superintendent recommends acquiring the miniature LED lights from Jubilee Ace Home Center, of Fairhope, AL.. The cost per strand is Eight Dollars and Sixty Two Cents (\$8.62). See attached bid tabulation. The approximate quantity needed is 15,000 strands, for a total cost of One Hundred Twenty Nine Thousand Three Hundred Dollars (\$129,300.00).

Lead time is: Approximately 6 days, ARO.

**Please compose a greensheet and move forward for City Council to award Bid No. 013-17, Miniature LED Lights 2017 to Jubilee Ace Home Center, of Fairhope, AL.**

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

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



CITY OF FAIRHOPE  
 BID TABULATION  
 BID NUMBER: 013-17  
 BID NAME: Miniature LED Lights 2017  
 OPENED: February 23, 2017, 9:00 a.m.


(City anticipates procuring approximately 15,000 strands)

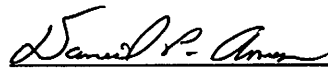
VENDOR	Non-Collusion/ Proposal Executed /Signed / Notarized	Signed Addenda #1 and #2	ARO in days	Instructions /Specification Compliance	Manufacturer/ Model Number	Base Bid Price per ___ ft strand 100 bulb minimum		Base Bid Price per ft ___strand 150 bulb minimum	
						\$	(Ft. Length)	\$	Ft.(length)
JUBILEE ACE HOME CENTER, Inc. dba JUBILEE ACE HOME CENTER	YES		6 days	some	Celebrations 40840-71	\$8.62	29'		
DISPLAY SALES COMPANY	YES			some	China ML100G3WW	\$19.18	100'		
ALL AMERICAN CHRISTMAS CO.	NO BID								
DIXIE DECORATIONS	NO RESPONSE								
ALLIED ELECTRONICS, INC.	NO RESPONSE								
WAL-MART (Daphne)	NO RESPONSE								
HOLIDAY DESIGNS	NO RESPONSE								
CHRISTMAS LIGHTS, ETC	NO RESPONSE								
WAL-MART (Fairhope)	NO RESPONSE								
GRAYBAR	NO RESPONSE								
COASTAL EXPOSURES LANDSCAPES, INC	NO RESPONSE								
CITY ELECTRIC SUPPLY	NO RESPONSE								
WINTERGREEN CORPORATION	NO RESPONSE								
LOWES	NO RESPONSE								
NOVELTY LIGHTS, INC	NO RESPONSE								
HOME DEPOT	NO RESPONSE								
HOLIDAY DESIGNS	NO RESPONSE								
GRAYBAR	NO RESPONSE								
ROBERT MOORES CHRISTMAS TOWN	NO RESPONSE								
BAY SHORE ELECTRIC	NO RESPONSE								

NOTE: In the bid we asked for the stringers to be 24 to 34 feet long. Jubilee Ace is the only one to meet that at 29 feet. Display Sales bid 100 feet per strand --this does not meet spec.

Recommendation: Award bid to JUBILEE ACE HOME CENTER in the amount of \$8.62 per 29' strand.

To my knowledge this is an accurate bid tabulation

  
 Jimmy Cluster  
 Superintendent, Electric Department

  
 Dan Ames  
 Purchasing Manager

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby approves and authorizes Mayor Karin Wilson to execute a Memorandum of Understanding between the Baldwin County Commission, the City of Fairhope, and the Fairhope Volunteer Fire Department regarding the shared use of certain communications infrastructure owned by Baldwin County Commission for the purpose of supporting an interoperable P-25 public safety communications system.

Adopted on this 24th day of April, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE BALDWIN  
COUNTY COMMISSION, THE CITY OF FAIRHOPE, AND THE FAIRHOPE  
VOLUNTEER FIRE DEPARTMENT REGARDING THE SHARED USE OF  
CERTAIN COMMUNICATIONS  
INFRASTRUCTURE**

This Memorandum of Understanding (“MOU”) is made and entered into by and between the Baldwin County Commission (hereinafter “BCC”), and the City of Fairhope, Alabama (“COF”), a municipal corporation, both political subdivisions of the State of Alabama, and The Fairhope Volunteer Fire Department, Inc., (“FVFD”) an Alabama corporation (BCC, COF and FVFD are sometimes referred to collectively as “Parties” or individually as “Party”). COF and FVFD shall sometimes be referred to jointly in this agreement as “FVFD/COF.” This MOU shall become effective on the date it is executed by the latter of BCC, FVFD and COF, hereinafter referred to as the “Effective Date.”

**WITNESSETH:**

**WHEREAS**, BCC, FVFD and COF desire to enter into an MOU regarding the shared use of certain communications facilities or equipment owned by BCC for the purpose of supporting an interoperable P-25 public safety communications system (sometimes referred to as “system”, “P-25 system” or “BCC system”).

**FOR AND IN CONSIDERATION** of the terms and mutual covenants contained herein, the sufficiency of which are hereby acknowledged, BCC, FVFD and COF hereby agree as follows:

1. Purpose

The purpose of this Shared Use MOU is to document the relationship between the Baldwin County Commission (BCC), The Fairhope Volunteer Fire Department, Inc. (FVFD) and the CITY OF FAIRHOPE (COF) regarding the use of BCC’s P-25 Motorola SmartZone switch by FVFD and COF. Benefits include cost savings to FVFD and COF over procuring, maintaining, and upgrading a separate P-25 core switch, as well as mutual benefits to both parties in roaming seamlessly between the two areas, interoperability, and improved geographical coverage for public safety agencies served by each communications district. Some limitations of sites and subscribers will apply.

2. Independence of Operations

Each party to this MOU will maintain its own identity in providing P-25 radio services to its subscribers. Each organization is separately responsible for establishing its own policies and financing its own activities.

3. Methods of Cooperation

BCC, FVFD and COF will establish a technical means for FVFD’s and COF’s Motorola P-25 radio site to operate utilizing BCC’s Motorola SmartZone P-25 switch. FVFD and COF agree to provide a reliable network connection (microwave, fiber, wireless, common carrier and/or other means) between the FVFD and COF system and the BCC system. BCC will cooperate in order to facilitate installation of this link.

BCC, FVFD and COF will take appropriate steps to ensure that no unauthorized talk groups are programmed into radios from the other's respective sites. The parties will work to define and document interoperable talk groups that will be programmed into radio on both zones to facilitate interoperability for disaster responses. Any other cross zone talk groups will require written authorization from the appropriate agency(s) involved prior to being programmed into any radios. Staff from all parties will work to develop procedures and documentation to assure these goals.

#### 4. Terms

- A. In consideration for use of BCC's P-25 switch, FVFD and COF agree to pay BCC \$0.00 up-front payment to connect the new FVFD/COF RF site to the County's P-25 switch for voice-only service for the term of this MOU. In exchange for use of BCC's P-25 switch, FVFD and COF agree to license and install an additional Dynamic Dual Mode ("DDM") channel in BCC's Spanish Fort and Magnolia Springs RF sites. As additional consideration in exchange for use of BCC's P-25 switch and BCC maintaining FVFD/COF's new RF site, FVFD and COF agree that, at end of third year from the purchase date of the hardware by the COF or the FVFD, all hardware of the RF site, the DDM channels installed at BCC's Spanish Fort and Magnolia Springs RF sites and license of said channels shall belong to the Baldwin County Commission and its P25 system, and FVFD and COF shall execute any and all documents deemed necessary to effect such transfer. BCC shall have the right to charge the sum of \$10.00 per month as user fees to COF and FVFD for each radio or communication device active on the communication system for the COF and FVFD, subject to any policies, procedures, rules and regulations adopted by BCC. The BCC reserves the right to adopt, change or amend any policies, procedures, rules or regulations related to the use of BCC's P-25 switch or System, in its discretion, with or without the consent or approval of the COF, FVFD or any other entities or agencies. Such adoption, change or amendment shall become effective immediately upon its approval by the BCC. BCC shall have the right, in its discretion, without any further consent by the parties, to increase or decrease the amount of user fees charged to COF and FVFD, which shall become effective on the first day of the month following written notice to the COF and the FVFD. In the event the COF or FVFD object to such increases in user fees, the COF or FVFD shall have the right to terminate this MOU in accordance with Section 4.B. of this MOU. The BCC CIS Department will verify on a monthly basis the number of radio or communication devices activated on the communication system for the COF and FVFD. Payment shall be made on or before February 1 of each year for all services accrued each month through and including the date of payment. The COF and FVFD shall be responsible for all costs of operation of each radio or communications device activated and used on the communication system, including, but not limited to, acquisition cost and cost associated with activation or deactivation on individual radios or communication devices and all upgrades associated therewith.
- B. In the event (1) the user fees or rates charged by the BCC for the use of the BCC system are increased above the original amount charged as set forth in Section 4.A. of this MOU, and the COF or the FVFD elect to terminate this MOU; or (2) the parties fail to reach an agreement on any renewals or extensions of the term of this MOU; or (3) the term or any renewals or extensions of this MOU expire or the MOU is terminated or cancelled; then, in any one of those events, the hardware on the Fairhope RF site only which was transferred to the BCC pursuant to Section 4.A. above shall revert back to the COF and the FVFD, respectively, and the COF and FVFD shall pay to the BCC, as reimbursement, any and all payments, costs and expenses incurred by the BCC pursuant to this MOU, including, but not limited to, Motorola Software Update Agreement II ("SAUII") renewals and fees, maintenance, repairs, costs, expenses, updates, and license fees paid by the BCC during the term of this MOU, and any extensions or renewals thereof. The COF and the FVFD shall separate from the BCC's P-25 system.

5. Term of MOU

The term of this MOU shall begin upon execution of this MOU by both parties, and the term shall end on January 31, 2025, unless the MOU is renewed or extended by mutual agreement of the parties or terminated by the parties as set forth herein.

6. Permits

The obligations of the Parties under this MOU are expressly subject to and conditioned upon the satisfaction of the following condition: receipt by the Parties of all necessary permits or other federal, state or local governmental authorizations (the "Permits") necessary for the use of the Facilities and Equipment, including, without limitation, any building, signage, zoning, variances, special use permits or other Permits deemed necessary in connection with intended use of the Facilities and Equipment. The Parties shall cooperate with each other in effort to obtain such approvals and shall take no action which would adversely affect such efforts. In the event that any of such applications should be finally rejected or any certificate, permit, license or approval issued to the Parties is canceled, expires, lapses, or is otherwise withdrawn or terminated by any governmental authority, or radio frequency propagation or similar tests are found to be unsatisfactory, the Parties shall have the right to terminate this MOU. Notice of such termination shall be given to the other Party in writing by certified mail, return receipt requested, and shall be effective upon receipt of such notice by the other Party as evidenced by the return receipt.

7. Assignment

The Parties shall not have the right to assign this MOU or any rights or obligations hereunder without written permission and consent by the other Party. Any attempted assignment shall be void. No assignment shall relieve the other Party of its liabilities and obligations herein. There will be one exception to this "no assignment" provision in that FVFD will be allowed to assign its rights and duties in the Agreement to COF.

8. Maintenance of Facilities and Equipment

BCC agrees to be responsible for the maintenance cost of all RF equipment, and FVDF/COF agrees to be responsible for the maintenance cost of all facility maintenance to include, but not limited to, UPS, Generator, Commercial Power, environmental equipment and tower.

9. Compliance by the Parties

The Parties shall comply with all local, city, county, state and federal laws, rules, ordinances, statutes and regulations (including, but not limited to, FCC requirements applicable to the Facilities and Equipment) now in effect or hereafter enacted as the same may apply to the use of the Facilities and Equipment, and shall obtain, any licenses, permits and other approvals required for use of the Facilities and Equipment. The Parties agree to cooperate in obtaining such licenses, permits or approvals. Each Party shall be responsible for individual compliance with all FCC and/or OSHA radio frequency rules and regulations as they pertain to the Parties individually owned equipment.

10. Limitation of Liability, Disclaimer of Warranties and Indemnity

- A. Disclaimer of Warranties. **BCC in no way warrants or guarantees the services and/or equipment installed and/or serviced under this MOU. Reasons that may affect, interrupt, cause failure or otherwise limit the use of such services and/or equipment include, but are not limited to, the following: a power outage, a fiber optic line cable being cut, equipment not configured properly, and/or any event above and beyond BCC's reasonable control, including without limitation, any government actions, fire, work stoppages, civil disturbances, interruptions of power or communications to BCC or any facilities used by or for BCC, failure of internet, hosting, telecommunications, or other services to BCC or facilities used by or for BCC, natural disasters, acts of God, or acts of terrorism or war, or the lines not being compatible with the software and/or equipment used by the COF. BCC does not warrant or guarantee that the information sent, relayed, carried or delivered through any third parties' networks/services will reach its destination or its correct address or recipient, or that the details of the recipient or sender are correct or accurate. BCC shall not be liable for, and shall be excused from, any failure to deliver or perform, or for any delay in delivery or performance of services due to causes beyond our reasonable control.**
- B. Indemnity and Hold Harmless. FVFD and COF shall indemnify, defend and hold BCC, its Commissioners, officers, directors, agents, employees and County Representatives (collectively referred to in this Section 10.B. as "BCC") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by or imposed upon BCC or any County Representative, as a result of any entry upon or activity conducted by, or any act or omission, by FVFD or COF or any FVFD or COF representative, employee, agent, or subcontractor arising out of providing the subject services, including, but not limited to, the construction, maintenance, upgrade, repair or removal of any information or equipment from the property and/or facilities, except for those claims, costs, losses, expenses, demands, actions, or causes of action which arise solely from the willful misconduct of the BCC, county agent, or employee. BCC does not and shall not waive any rights against the FVFD and/or COF which it may have by reason of this indemnification. This indemnification by the FVFD and COF shall apply to all damages, penalties and claims of any kind, regardless of whether any insurance policy shall have been determined to be applicable to any such damages or claims for damages.
- C. Further Liability. In no event or way will the BCC, its Commissioners, officers, directors, or County Representatives be liable for any direct, incidental, indirect, special, punitive, exemplary or consequential damages, or for any other damages, including, but not limited to, personal injury, wrongful death, property damage, loss of data, loss of revenue or profits, or damages arising out of or in connection with the use or inability to use the services and/or the equipment installed and/or serviced under this Agreement. The limitations set forth herein apply to claims founded in all areas, including, but not limited, to breach of contract, breach of warranty, and product liability, and apply whether or not the BCC was informed of the likelihood of any particular type of damages.
- D. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR PUNITIVE DAMAGES.

11. Termination: Removal of Facilities

The Parties may terminate this MOU, with or without cause, by giving thirty (30) days' advance, written notice. Upon cancellation, revocation, termination or expiration of this MOU, the Parties shall have nine (9) months within which to separate the systems, and neither Party shall be responsible for any damages or claims by the other Party as a result of such termination. If FVFD/COF terminates the MOU, they will be responsible to reimburse BCC for all costs incurred by BCC pursuant to this MOU, subject to all terms and conditions set forth in Section 4.

12. Subsequent Parties Bound

This MOU shall extend to and bind the successors and assigns of the parties hereto, consistent with Section 7 hereof.

13. Notices

All notices, demands, requests, consents, and approvals desired, necessary, required or permitted to be given pursuant to the terms of this MOU shall be in writing and shall be deemed to have been properly given (i) upon actual delivery if delivery is by hand, (ii) on the third day following the date on which each such notice is deposited, postage prepaid, in the United States mail, certified, return receipt requested or (iii) on the next business day after being sent by a nationally recognized overnight courier service which provides proof of receipt. All notices shall be directed to the other Party at the address indicated below, or to any other address as the Parties may designate by notice delivered pursuant to this provision. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request or other communication.

BCC: Baldwin County Commission  
312 Courthouse Square  
Bay Minette, AL 36507

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

COF and FVFD: City of Fairhope  
P. O. Drawer 429  
Fairhope, AL 36533

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

14. Severability

In the event any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this MOU shall be continued as if such invalid, illegal, or unenforceable provisions had never been contained herein. There shall be immediately substituted for such invalid, illegal or unenforceable provision a like, but valid and enforceable, provision which most nearly satisfies and comports with the original intention of the Parties. Paragraph or section headings used in this MOU are for convenience of reference only and do not affect any provision of this MOU.

15. Entire MOU

This MOU, and the procedures, policies, rules and regulations adopted, changed or amended by the BCC, in its discretion, related to the BCC P-25 switch or System, constitute the full and complete MOU between the Parties hereto with respect to the subject matter hereof, and said Parties shall not be bound by any statement, special condition or representations not herein expressed. Except as expressly provided herein, no alteration or amendment to this MOU by the Parties hereto shall be effective unless in writing, signed by the Parties, and by reference incorporated into this MOU. Notwithstanding the foregoing, as technology and methods change at a rapid pace, it is imperative that modifications to the equipment be allowed, provided that the designated technical representatives of both BCC and COF agree with such modification to take advantage of technological advancements or to overcome technical issues that may arise. Therefore, this MOU will not need to be modified to implement such modifications, as long as the overall intent and scope of the project are followed and the changes do not substantially burden the resources of either Party. This MOU, and the performance thereof, shall be governed by and construed according to the Laws of the State of Alabama.

16. Non-Waiver

Failure of either Party to exercise any power or rights provided for herein shall not constitute a waiver of said Party's right to demand exact compliance with the terms and conditions of this MOU.

17. Recovery of Expenses

If any action at law or in equity shall be brought for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of, this MOU, the prevailing party shall be entitled to recover from the other party court costs including attorney fees.

18. Time is of the Essence

Time is of the essence of this MOU, and of each and every covenant, term, condition and provision hereof.

19. No Third Party Beneficiaries

It is the intent of the Parties to this MOU that they be the only parties to the MOU and to expressly exclude third party beneficiaries. Nonparties to the MOU may not claim benefits under the MOU.

20. Additional Parties to MOU

Upon mutual agreement of both the BCC, FVFD and COF, an additional party or parties may be added to this MOU, with the objective of further expanding the system to allow increased interoperability within the State of Alabama and possibly into other States. Terms and conditions applying to any additional party or parties will be defined at the time they are to be included in the system.

21. Alabama Interzone Core Owners Participation Agreement

The COF, FVFD and BCC acknowledge and agree that all terms and conditions of this MOU shall be subject to the Alabama Interzone Core Owners Participation Agreement with effective date of April 1, 2015, as the same may be amended from time to time, to which BCC is a party.



**IN WITNESS WHEREOF**, each of the parties has caused this MOU to be executed in duplicate originals by their duly authorized representatives on the respective dates entered below.

BALDWIN COUNTY, ALABAMA

BY: \_\_\_\_\_ / \_\_\_\_\_  
T. Christopher Elliott, Chairman /Date

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
Ronald J. Cink /Date  
As: County Administrator/Budget Director

CITY OF FAIRHOPE, ALABAMA

BY: \_\_\_\_\_ / \_\_\_\_\_  
Karin Wilson, Mayor /Date

ATTEST:

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

FAIRHOPE VOLUNTEER FIRE DEPARTMENT, INC.

BY: \_\_\_\_\_ / \_\_\_\_\_  
Christopher R. Ellis /Date  
Fire Chief

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said county in said state, hereby certify that T. Christopher Elliott, whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator of the Baldwin County Commission, a political subdivision of the State of Alabama, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of such instrument, they, as such officers and with full authority, executed the same voluntarily for and as the act of said commission on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(AFFIX SEAL)

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

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said county in said state, hereby certify that Karin Wilson, whose name as Mayor of the City of Fairhope, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, she, as such officer and with full authority, executed the same voluntarily for and as the act of said City of Fairhope on the day the same bears date.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(AFFIX SEAL)

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

STATE OF ALABAMA

COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for said county in said state, do hereby certify that Christopher R. Ellis, whose name is signed to the foregoing instrument as Chief of the Fairhope Volunteer Fire Department, Inc. and who is known to me, acknowledged before me on this day, that being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily on the day the same bears date on behalf of said corporation.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

(AFFIX SEAL)

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

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the proposed Budget presented and reviewed the 24th day of April 2017, be hereby approved and adopted for the FY 2016-2017; and

**BE IT FURTHER RESOLVED** that the Annual Salaries of City Personnel shall be as shown on a list entitled Annual Salaries of All City Personnel and said list filed in the Office of the City Treasurer; and

**BE IT FURTHER RESOLVED** that a two percent cost of living raise adopted in the Budget will become effective on April 24, 2017 for all full-time employees who have been with the City for a minimum of one year; and

**BE IT FURTHER RESOLVED** that Mayor Karin Wilson is hereby authorized to fill all positions that have been approved and budgeted as needed; and

**BE IT FURTHER RESOLVED** that the City Council hereby authorizes additional debt principal payments for the Utilities in the amount totaling \$2,000,000.00 for the FY 2016-2017 by reducing transfers from the Utilities to the General Fund; and to offset the reduction of transfers from the Utilities, the portion of the Sales and Use Tax revenue that is restricted in the General Fund Debt Pre-payment Account can be used for General Fund operations up to the \$2,000,000.00 reduction; and

**BE IT FURTHER RESOLVED** that the following procedure is hereby established for expenditures:

City invoices will continue being paid on a weekly basis, in order to take advantage of any available discounts, and to more nearly match the outflow of cash to the receipt of revenue from the three utility billing cycles. A monthly report will be given to the Councilmembers at the beginning of each month reporting all invoices paid during the prior month.

The City of Fairhope Administration has the authority to spend on any operational budgeted item up to \$10,000.00 in the aggregate, or the budgeted amount, whichever is less. The City of Fairhope Administration has the authority to spend on any operational non-budgeted item up to \$5,000.00 in the aggregate. Any purchase order over \$7,500.00 requires the signatures, on a green sheet, of the Mayor, City Treasurer, and Finance Director. In the aggregate means that a purchase, contract, etc. cannot be broken into several purchases to circumvent the law.

Any budgeted capital item may be bid with the approval of the Mayor, City Treasurer, and Finance Director. After the bids are received, the Purchasing Manager shall forward to the City Council a report and recommendation concerning the award of each bid. The City Council will review the report and adopt a resolution rendering a decision.

The following resolution is hereby repealed: Resolution No. 1879-11 adopted by the governing body on November 28, 2011.

Resolution No. \_\_\_\_\_

Page -2-

**BE IT FURTHER RESOLVED** that all Professional Services contracts over \$2,500.00 must be approved by the City Council; and should City Council disapprove of the Professional Service chosen, they may select another from the list. This policy supplements Resolution No. 2043-13 which adopted the most recent Administrative Policy and Procedure: Quality Based Selection for Professional Services Contracts.

ADOPTED THIS 24TH DAY OF APRIL, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

ATTEST:

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

**RESOLUTION NO. 1879-11**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the following procedure is hereby established for expenditures:

City invoices will continue being paid on a weekly basis, in order to take advantage of any available discounts, and to more nearly match the outflow of cash to the receipt of revenue from the three utility billing cycles. A monthly report will be given to the Councilmembers at the beginning of each month reporting all invoices paid during the prior month.

The City of Fairhope Administration has the authority to spend on any operational budgeted item up to \$15,000.00 or the budgeted amount whichever is less. Any purchase order over \$7,500.00 dollars requires the signatures, on a green sheet, of the Mayor, City Treasurer, and Finance Director.

Any budgeted capital item may be bid with the approval of the Mayor, City Administrator, and City Treasurer. After the bids are received, the Purchasing Manager shall forward to the City Council a report and recommendation concerning the award of each bid. The City Council will review the report and adopt a resolution rendering a decision.

The following resolution is hereby repealed: Resolution No. 1607-10 adopted by the governing body on January 11, 2010.

Adopted on this 28th day of November, 2011

---

Timothy M. Kant, Mayor

Attest:

---

Lisa A. Hanks, MMC  
City Clerk

**RESOLUTION NO. 2043-13**

**WHEREAS**, the City of Fairhope adopted a Revised Administrative Policy and Procedure: Quality Based Selection (QBS) for Professional Services Contracts on December 27, 2012 via Resolution No. 2005-12; and

**WHEREAS**, the City of Fairhope desires to amend the Administrative Policy and Procedure: Quality Based Selection (QBS) for Professional Services Contracts: Item III SELECTION OF PROFESSIONAL SERVICE PROVIDERS FROM THE PREQUALIFICATION LIST; “For Projects over One Hundred Thousand Dollars” by adjusting the document as indicated in the attachment (see attached); and

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, hereby approves the amendment to Administrative Policy and Procedure: Quality Based Selection (QBS) for Professional Services Contracts as presented and a copy is on file in the Office of the City Clerk.

**BE IT RESOLVED FURTHER BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that the above mentioned Resolution No. 2005-12 is hereby repealed.

DULY ADOPTED THIS 25TH DAY OF FEBRUARY, 2013

\_\_\_\_\_  
Timothy M. Kant, Mayor

ATTEST:

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

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

**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 City Council desires to lift the hiring freeze to allow for budgeted positions to be filled.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Governing Body hereby expressly lifts the hiring freeze and authorizes filling of budgeted positions.

Adopted on this 24th day of April, 2017

\_\_\_\_\_  
Karin Wilson, Mayor

Attest:

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

# **MUSEUM ADVISORY BOARD**

## **NOMINEE (S)**

**3-Year Term**

### APPOINTMENTS

Paul Czajka

The term shall end April 2020



## Fairhope Museum of History

### Quarterly Board Meeting Minutes

April 5, 2017

Attendees: Sherry-Lea Botop, John Taratsas, Catherine King, Wayne Brunson, Donnie Barrett and Jim Bates. The quarterly meeting was called to order at 4:15 p.m. Minutes from the January 2017 board meeting were distributed and approved.

Jim Bates presented the museum accession list covering the first quarter of 2017. All items were approved for acceptance.

Nominations were held to replace Curt Cochran on the Museum Advisory Board. Paul Czajka was nominated. With these minutes, City Council approval will be on the April 24 agenda.

Jim Bates presented the Q1 2017 museum visitor totals as follows:

- January - 1,273, February - 2,801, March - 3,549
- Total Q1 - 7,623 (Average 2,541/month - 114/day)
- Q1 2017 visitor total was down .8% vs. Q1 2016.

#### Director Report:

- Director Barrett reviewed the three upcoming events for the Alabama 200 Celebration for April discussing events at both the museum and library with pottery and arrow making.
- The statewide April Walking Tours got off to a good start with 62 participants on April 1. Crowds of that size can be problematic but we appreciate the participation.
- The Satsuma Blossom Festival on April 15 is taking shape and with several new attractions, we anticipate record crowds.
- Donnie Barrett and Jim Bates will take over the staffing of the Welcome Center. Our close proximity to the Welcome Center will allow for an easy transition of support for this extremely important city function.
- Long range plans include Historic Bus Tours on July 15 and the Elderberry Festival on August 12.

The meeting adjourned at 4:45 p.m.

Jb

# CITY OF FAIRHOPE



## 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: CZAJKA First Name: PAUL

Phone Number: \_\_\_\_\_ Cell: 215-368-7537 Email: czajka1891@gmail.com

Home Address: 620 THEAKSTON ST.

City: FAIRHOPE State: PA Zip: 36532

Business Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Name of Board or Committee: MUSEUM ADVISORY BOARD

### EDUCATIONAL BACKGROUND:

B.S. EDUCATION - PENN STATE UNIV, 1974

### PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

### PROFESSIONAL EXPERIENCE:

### CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

EASTERN SHORE ART CENTER / DOCENT & MEMBER FAIRHOPE HISTORY MUSEUM

SOUTH ALABAMA BRITISH CAR CLUB

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

I HAVE A DEEP LOVE OF HISTORY AS A FORMER WINNER OF THE DAR HISTORY MEDAL

Signature: Paul Czajka Date: 2/3/2017

You may attach a resume with this application.

# 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

*YAH*



## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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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: full time faculty  
Women in Aviation

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.



# 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



*JAW*

## 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: 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: *Blake Waller* 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

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

## 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)

## 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.



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

## Experience

### Operations and Management

2011-2013

- As 57<sup>th</sup> 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, 53<sup>rd</sup> 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, 57<sup>th</sup> Wing, Nellis AFB, NV leading 3,500 joint military personnel and civilians in conducting operations at Nellis AFB; 57<sup>th</sup> Operations Group Commander, Nellis AFB, NV; 36<sup>th</sup> 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).



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

APR 5 '17 AM 11:53

**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.

Jamie Seelye - President

APPLICANT'S NAME Project Mouvement In Art, Inc. SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH Mobile, AL

MAILING ADDRESS 251 S Greeno Road Suite C

HOME # \_\_\_\_\_ WORK # \_\_\_\_\_

CELL # \_\_\_\_\_ FAX # \_\_\_\_\_

RESIDENCE ADDRESS \_\_\_\_\_

NO. YEARS AT PRESENT ADDRESS 3 NO. YEARS AT PREVIOUS ADDRESS 15

PREVIOUS ADDRESS \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS Project Mouvement In Art, Inc.

251 S Greeno Road Suite C Fairhope, AL 36532

NAME OF CORPORATION Project Mouvement In Art, Inc. Dance Arts South Generation Z

BUSINESS LOCATION 161 N Section Street Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE No

IF SO, WHERE \_\_\_\_\_ UNDER WHAT NAME \_\_\_\_\_

HAS APPLICANT EVER BEEN ARRESTED Yes IF SO, WHERE Port of Mobile

WHEN 11/19/2009 WHAT WAS CHARGE Expired License

DISPOSITION 11/20/2009

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Lorna Mayr	Fairhope, AL 36532	
Nicole Gambino	Fairhope, AL 36532	
Keifer Wilson	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 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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 10<sup>th</sup> 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]*  
SIGNATURE (FULL NAME)

4-4-17  
DATE

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
Chief of Police

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
BY COUNCIL \_\_\_\_\_ City Clerk

APPROVED *Joseph H. Pette* DATE 04-13-17  
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.



April 4, 2017

Karin Wilson  
*Mayor*

Dear Sir/Madam,

*Council Members*

Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACMO  
Jimmy Conyers  
Jay Robinson

This letter is to verify a rental contract between the City of Fairhope and Project Movement in Art, Inc. This event (Dance Arts South Generation Z) will be held at the Fairhope Civic Center, 161 North Section Street, Fairhope, Alabama. The event is scheduled for June 3, 2017. The hours of operation are 2:00-7:00pm.

Lisa A. Hanks, MMC  
*City Clerk*

Deborah A. Smith, CPA  
*City Treasurer*

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Stonehouse", with a long horizontal flourish extending to the right.

Michael Stonehouse

City of Fairhope

Fairhope Civic Center

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

[www.fairhopeal.gov](http://www.fairhopeal.gov)

*Printed on recycled paper*

City of Fairhope

APR 12 '17 PM 1:46

ZAA

Approval for Special Event Request

4 | 10 | 17

Date application package completed /submitted to the Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Red, White + Bike - The Exceptional Foundation

Person Requesting: Katie Evans

Date of Event: July 1, 2017

Location: Downtown streets - (see attached map)  
After-party at Fairhoppers Community Park

Please attach all supporting documentation.

**Approval:**

Joseph H. Pettus Date: \_\_\_\_\_  
Police Chief/Designee

Estimated security cost for event \$ 720 + 8 volunteers from group

**Disapproval:**

\_\_\_\_\_  
Police Chief 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.

M Stonehouse

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

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

1. Which street and/or sidewalk do you wish to use? School street / Ft Ave / Bancroft / Morphy
2. Date Requested: July 1<sup>st</sup> 2017 Hours requested from: 6pm to 6:20 (bike ride)
3. Renter's Name: The Exceptional foundation Gulf Coast  
 Address: 28788 N Main Street  
 City: Daphne State: AL Zip: 36526  
 Phone Numbers: 251 625 8955
4. Purpose of Use: July 4<sup>th</sup> Bike Parade - Family Event
5. Number of persons expected to attend (adults and minors): 200
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.: The event will be held at Coastal Habanera Community except for ride.  
 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: Kette Evans Date: 4/7/17  
 City Personnel: John [Signature] Fees Paid: \$575.00 Date: 4-10-17 Ck. #: 1280

-Office Use Only-

# 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: \$ 8 officers @ 30hr = \$720<sup>00</sup>
- 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).

NA 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: Fairhope Police

Barricades Provided by: Fairhope Police

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): \_\_\_\_\_

*Office use only*

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

April 7, 2017  
Fairhope City Council  
P.O. Box 429  
Fairhope, AL 36532

Re: Red White & Bike July 1, 2017  
The Exceptional Foundation Gulf Coast

Dear Fairhope City Council Members:

I am board member president of The Exceptional Foundation Gulf Coast, a 501(c)3 non profit organization that is dedicated to meeting the social, recreational, and artistic needs of the developmentally and physically challenged individuals. The Exceptional Foundation only receives 30% of of annual budget from participant fees. Sponsors, donors, and fundraising activities account for the remaining 70% of our annual budget.

Last year was our first Red White & Bike event, held at the Fairhoppers' Park. It was a successful family event!! This year we will be holding the event at Coastal Alabama Community's amphitheater. The event will be held July 1, 2017 from 5-7 p.m. We will have games, food trucks, pie eating, and inflatables. There is a contest for best decorated bike (adult/child), decorated wagon, and decorated golf cart. The bike parade will be as follows: School Street to Fairhope Avenue-Bancroft- Morphy. All bikes will make one lap, with police and volunteers assisting.

We would like to request a street closing for the above parade route from 6:00-6:20. If you have any further questions, please do not hesitate to call me. We appreciate your time and consideration.

*+barricades*

Very truly yours,

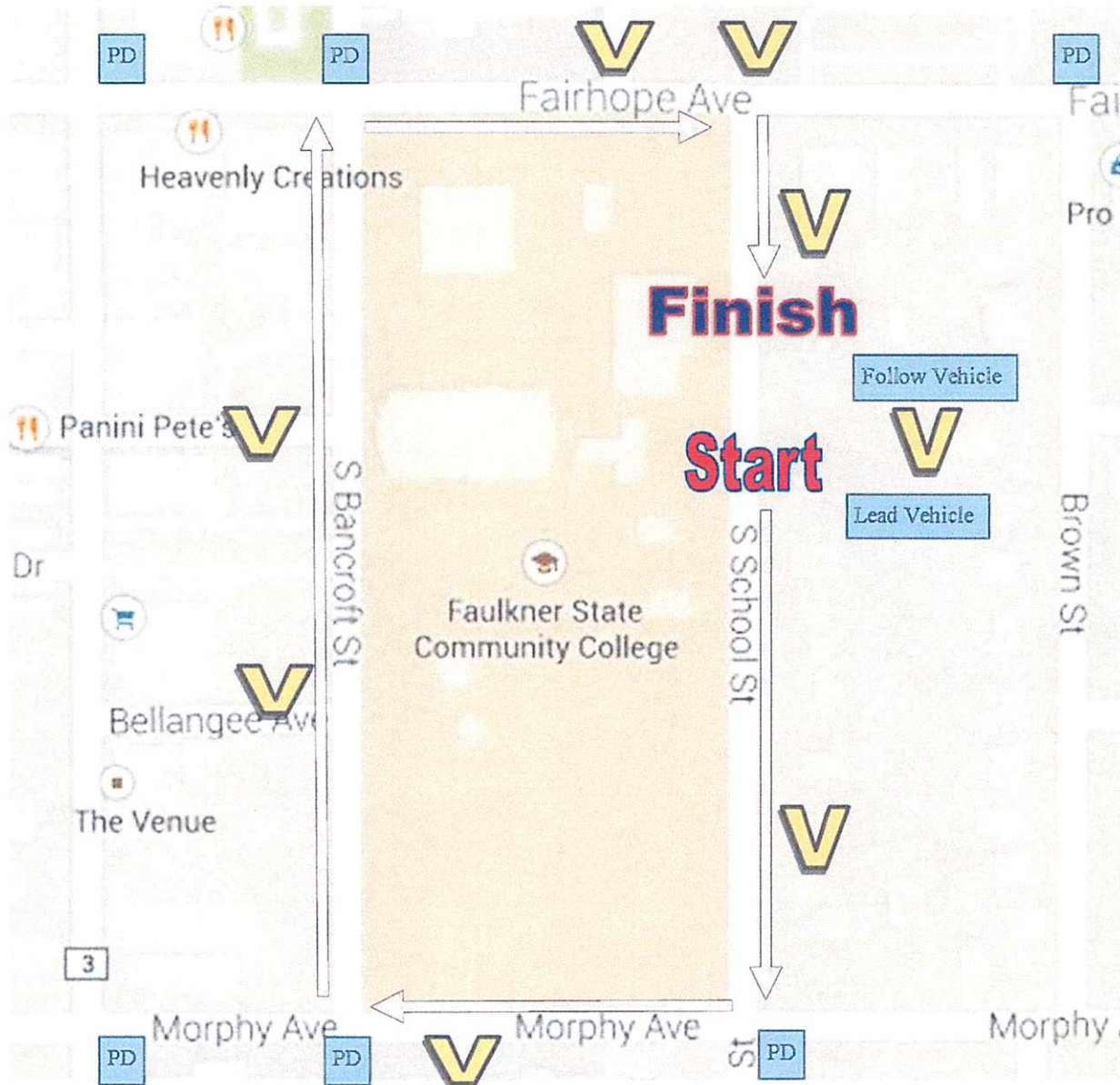


Katie Evans  
EFGC Board President

# Red, White & Bike

Saturday, July 1, 2017 @ 4p.m.

Group to provide a minimum of eight volunteers



8 officers (Fairhope Officers \$30 per hour with a three-hour minimum)  
(If BCSO deputies are needed they are \$35 per hour)

Pay officers individually the day of the event by cash or check  
Estimate is \$720

From: jenniferbflad@gmail.com &  
Subject:  
Date:  
To: katieevans@bellsouth.net

JF

[www.exceptionalfoundationgc.org](http://www.exceptionalfoundationgc.org)

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

DEPARTMENT OF THE TREASURY

Date: MAR 15 2011

THE EXCEPTIONAL FOUNDATION OF  
BALDWIN COUNTY ALABAMA INC  
7 S BAYVIEW  
FAIRHOPE, AL 36532

Employer Identification Number:  
27-4732567  
DLN:  
17053070303021  
Contact Person:  
ZENIA LUK ID# 31522  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Public Charity Status:  
170(b)(1)(A)(vi)  
Form 990 Required:  
Yes  
Effective Date of Exemption:  
February 1, 2011  
Contribution Deductibility:  
Yes  
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)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

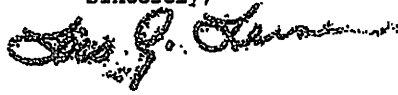
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.



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

Sincerely,



Lois G. Lerner  
Director, Exempt Organizations

Enclosure: Publication 4221-9C

---



DATE: 4/7/17

# SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: July 1st Times: 5 -- 7pm

Type of Event: July 4th Bike Parade 6:00-7:20

Street(s) to be closed: School - Fairhope Ave - Bancroft - Murphy

- 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
1	FAIRHOPE PUBLIC LIBRARY	501 Fairhope Ave	251 929 0366	Tamara & Dean
2	Honey Baked Ham	426 Fairhope Ave	251 928-7262	Poppy's B&B
3	Refuge Coffee	45 Bancroft St	---	[Signature]
6	Magnolia Real Estate	8 S. Bancroft	251-928-0404	[Signature]
9	ATC Bank	515 Section St	251-928-3421	[Signature]
7	SPA BLUE	8 1/2 Bancroft		Audrey
4	The Willow Tree	64 S Bancroft	251 757 6945	Jessie Wagner
5	Sumi Park	65 S Bancroft	251 656 8538	[Signature]
8	Philips & Co	12 S Bancroft	251 517 9550	[Signature]
	Dennis Barber	500 Murphy	228 860 0716	Dennis Barber
3	Barbellas	456 Murphy	251 422 7175	called & left note
	John McArthur	505 Fairhope	251-928-1910	[Signature]
10	[Signature]	155 S. Section	251.928.1178	[Signature]

Person(s) responsible for collecting and authenticating above signatures: Name Rosie Blum Phone 69 S. Bancroft  
66 S. Ban

1 ① Courtyard salon empty —

house #152 left notice —

2 ① 18 s. Bancroft

Mitchell Auto Repair Svc.

? ① Fairhope UMC Xian Life Center