



CITY OF FAIRHOPE

CITY COUNCIL PACKET

DISCLAIMER

PLEASE TAKE NOTICE:

**THE INFORMATION IN THIS PACKET IS IN
PRELIMINARY FORM.**

**IT IS SUBMITTED TO THE CITY COUNCIL FOR
CONSIDERATION AND DISCUSSION.**

**THIS PACKET DOES NOT CONTAIN
FINAL AND/OR APPROVED
MINUTES, RESOLUTIONS OR ORDINANCES.**

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


MONDAY, 26 FEBRUARY 2018 – 4:30 P.M. – COUNCIL CHAMBER

1. Utilities Department Priority Projects – Richard Peterson
2. Fairhope Ave. Drainage Improvements: Public-Private Partnership –Richard Johnson
3. Presentation of All Account Balances – Michael Hinson
4. Discussion of Municipal Pier Outbuilding and Issues – Joe Wolchina
5. Discussion of Job Positions and Rationale Behind Positions – Leslie Green and Jeff Marks
6. Discussion of Ordinances and Resolution for Civic Center and Ordinances for Parks; and Streets and/or Sidewalks – Sherry-Lea Botop and Michael Stonehouse
7. Committee Updates
8. Department Head Updates and Grant Updates

Next Regular Meeting Monday, March 12, 2018 at 4:30 p.m. and Same Place



Memorandum

From: Richard D. Johnson, P.E., Public Works Director 

To: Honorable Karin Wilson, Mayor

Thru: Lynn Donnelly Maser, Special Projects

CC: File

Date: February 14, 2018

Subject: Fairhope Avenue Drainage Improvements: Public-Private Partnership

Mayor Wilson:

The City has been presented with an opportunity to undertake a public drainage improvement project through a Public-Private Partnership (3P). There exists a significant drain that runs south to north under Fairhope Avenue and through the site of the future Portico Project on the northside of Fairhope Avenue just east of the U.S. Post Office. The current system was installed 40 years ago, is undersized and failing. Flooding of Fairhope Avenue and the property to be redeveloped is a common occurrence during heavy rainfalls.

The Development entity, Chris Haley - Haley Development, LLC, has shown a willingness to participate in solving this drainage problem. If drainage improvements are left unaddressed, heavy rainfalls would negatively impact his project and Fairhope Avenue. I would like to discuss a 3P option with the City Council that in general terms would define the scope of work as follows:

Private Developer (Haley) Roles and Responsibilities:

1. Survey, Engineering, Design and Construction Oversight
2. Pipe and Structures Installation – Equipment, Labor, Borrow, Backfill, Bedding and all other incidentals required
3. All necessary BMP's required for erosion and sediment control

City of Fairhope Roles and Responsibilities:

1. Review and approval of the design and drainage calculations
2. Issuance (at no cost) all necessary ROW and other City permits exclusive to the mainline drainage work
3. Provide the following project materials: Reinforced Concrete Pipe, Pre-Cast Junction Boxes and Pipe End Treatments

4. Reconfigure/rebuild (as required) inlets along Fairhope Avenue – Public Works Streets
5. Final Acceptance and service life maintenance (mainline only).

Material Cost Estimates (To be provided by the City):

Item #	Description	Unit	Unit Cost	Qty	Total Cost
1.	48" Diameter RCP – Class III Pipe	L.F.	\$ 55.20	960	\$52,992.00
2.	12x6x10H Precast Junction Box	Each	\$12,500.00	2	\$25,000.00
3.	16x8x10H Precast Junction Box	Each	\$15,000.00	1	\$15,000.00
4.	Pipe End Treatment – Double Conduit	L.S.	\$ 2,500.00	1	\$ 2,500.00
Total Material Estimated Cost:					\$95,492.00

If this was a standalone turnkey drainage project, the estimated cost would be around \$225,000.00. Through this 3P arrangement the City would be receiving a much-needed drainage infrastructure improvement for 42 cents on the dollar. All the details, roles and responsibilities would be covered in a Memorandum of Understanding (MOU) that would be reviewed and authorized by the City Council along with the appropriation for the materials.

I am requesting that I present this to Council during the February 26, 2018 Work Session.

If you have any questions or concerns, please do not hesitate to contact me.

Yours,

RDJ



Portico 3P Drainage Project

- Road Centerlines
- Property Parcels

New Junction Box
Precast 16 x 8 x 10

Approx. 176 L.F.
DBL 48" RCP

STIMPSON AV

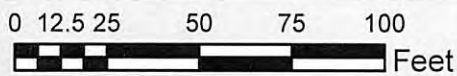
Approx. 144 L.F.
DBL 48" RCP

New Junction Box
Precast 12 x 6 x 10


Approx. 160 L.F.
DBL 48" RCP

New Junction Box
Precast 12 x 6 x 10

FATHOPE AV



Lisa A. Hanks, MMC

From: Lynn Donnelly Maser
Sent: Friday, February 16, 2018 4:28 PM
To: Lisa A. Hanks, MMC
Subject: FW: Work session/agenda 
Attachments: JD - 1st Asst. Golf Professional.doc (002).docx

Discussion will cover the rationale behind these positions.

Lynn

From: Leslie Green
Sent: Friday, February 16, 2018 4:21 PM
To: Lynn Donnelly Maser <lynn.maser@fairhopeal.gov>
Cc: Mayor Karin Wilson <karin.wilson@fairhopeal.gov>
Subject: Work session/agenda

Good Afternoon –

Please see the following to add to the work session/agenda -

- Addition of one new position – 1st Golf Pro Assistant – Attached - pay grade 20
- Addition of 1 -part time pro shop clerk – 11
- Addition of 1 FT, or 2 PT positions as tennis center attendants – (In order to accommodate the extended hours due to new lights on the clay courts) - 11

Leslie Green
Human Resources
City of Fairhope
161 N Section St
Fairhope, AL 36532
(251) 929-7437





CITY OF FAIRHOPE

Uniform Job Description

Position Title: **1st Assistant Professional** Pay Range: **\$33,116.66-
\$43,105.65 -
\$52,986.65**

Department: **Golf Operations** Pay Grade: **20**

Reports To: **Head Golf Professional** Effective Date: **2/16/2018**

Supervises: **Golf Cart Attendants, Marshals and
Starters, Beverage Cart and Snack
Bar Attendants as required.** Supersedes: _____

Approvals: _____		_____	
Supervisor		Human Resources Director	
_____	_____	_____	_____
Date		Date	
FLSA Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Safety Sensitive: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

BASIC PURPOSE OF THE POSITION

The purpose of the 1st Assistant Golf Professional is to support the Quail Creek Head Golf Professional in managing all facets of the golf course, club house, and pro shop operations.

I DISTINGUISHING CHARACTERISTICS OF THIS POSITION

The 1st Assistant Golf Professional assists with tournament administration, daily operations, all league play including the Men's and Women's Golf Associations, Nix Center Golfers and the Wednesday Senior Men's League. Work is performed under the direction of the Head Golf Professional. Supervision is exercised over subordinate employees involved in Quail Creeks daily activities as well as in the maintenance and operations club house.

1st Assistant Golf Professional

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

Essential and other important responsibilities and duties may include, but are not limited to, the following:

- Maintains schedules for pro shop, golf cart, marshals and café staff.
- Directs play on the course to maintain organized play.
- Drives golf carts to various locations on the course as needed
- Assists with merchandise, sales, pricing, and inventory in the pro shop
- Schedules outings, league and golf tournaments on the tee sheet.
- Provides signed copies of event contracts to the event coordinator, pro shop and café.
- Opens, closes, maintains and balances the registers at the clubhouse and cafe for daily business
- Assists in the sale and inventory of golf merchandise and golf accessories at the Quail Creek Golf Shop.
- Assists in marketing, tee-times, tournaments, and all other special events.
- Makes recommendations concerning golf course playing conditions;
- Attends meetings and employee training sessions as determined by the Head Golf Professional.
- Observes pace of play and coordinates the daily tee sheet.
- Answers questions and promotes goodwill on the course, in the pro shop and café.
- Assists with clinics and camps as necessary.
- Assists members by providing and interpreting golf policies, rules and regulations
- Receives, processes, and prices of all merchandise.
- Maintains the overall appearance, cleanliness, and display of merchandise at the Golf Shop.
- Manages the ordering, receiving, charging, and communications of members special orders.
- Assists with inventory control and physical inventory counts at the Golf shop.

1st Assistant Golf Professional**OTHER DUTIES AND RESPONSIBILITIES**

- Assists clubhouse and cart employees as needed
- Locates players or groups on the course.
- Other related duties as requested.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

- Through knowledge of overall concept of daily golf operations and golf tournaments
- Through knowledge of golf pro shop business and sales practices
- Knowledge of governing PGA etiquette rules and regulations;
- Knowledge of money handling processes
- Knowledge of USGA rules and definition
- Knowledge of the principles and practices involved in golf instruction
- Knowledge of credit card applications; daily reporting procedures; end of the day financial reporting.
- Knowledge of golf swing mechanics and ball flight laws.
- Ability to learn to assist with the installation of grips, grip sizing and club fitting.
- Ability to establish and maintain effective working relationships with other employees and the general public.
- Ability to communicate effectively with the clubhouse staff, golf employees and the golf course maintenance crew
- Ability to compile and maintain financial and operational records;
- Ability to plan, direct and supervise the work of subordinates;
- Ability to drive a golf cart.
- Ability to learn all daily fee pricing and Annual Pass Fees. Must be able to learn and possess the proper skills to relate fees to the public.
- Ability to learn the MUNIS system as implemented for the golf operations.
- Ability to learn Tyler Cashiering responsibilities that are reported daily to City Hall.
- Ability to make bank deposits for the City and accountable for daily balance sheet.

1st Assistant Golf Professional

- Ability to lead, develop and administer those functions necessary for a successful golf operation.
- Ability to help manage fellow employees when the golf professional is absent.
- Ability to use a hand-held radio or walkie-talkie.
- Ability to lead, develop and administer those functions necessary for a successful golf operation.

ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING

Graduation from a standard senior high school, or the successful completion of the General Educational Development (GED) test, and a minimum of three years' experience in golf pro shop operations, sales and management, preferably PGA Class A Membership; or a combination of education and experience equivalent to these requirements.

EXTENT OF PUBLIC CONTACT

This position requires extensive public contact, the ability to talk in a professional and courteous manner on the telephone to the golfing patrons that call in or visit the Quail Creek Golf Course.

PHYSICAL DEMANDS

Ability to sit continuously in a golf cart for periods of up to four hours; Ability to stand, sit, reach and drive.

Ability sufficient to effectively operate golf cart, and to be able to see golfers and the course.

Hearing ability sufficient to hold conversation with other individuals in both person and over a telephone or radio.

Sufficient to communicate effectively with other individuals in person and over a telephone or radio.

II WORKING CONDITIONS AND ENVIRONMENT
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Work environment is both indoors and outdoors. South Alabama weather entails hot and humid summers with occasionally frigid cold winter temperatures. Rain and/or thunderstorms common in summer months.

This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.

RESOLUTION NO. _____

**A RESOLUTION REPEALING AND REPLACING RESOLUTION NO. 1408-07
SETTING FORTH THE RULES AND REGULATIONS FOR THE
OPERATION OF THE FAIRHOPE MUNICIPAL CIVIC CENTER COMPLEX
LOCATED AT 161 N. SECTION STREET, FAIRHOPE, ALABAMA**

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

- I. The facilities located in the Municipal Civic Center Complex, namely the Main Auditorium, the Lobby, the Council Chambers (Municipal Court), the Storeroom, and the Delchamps Suites will be regulated as outlined herein.
- II. RESERVATIONS
 1. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.
 2. Persons or groups wishing to reserve one or more of the facilities must complete, date, and sign an Application for Use of Fairhope Civic Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located at the Fairhope Civic Center. No reservations will be confirmed until the deposit is paid.
 3. Persons or groups using one or more of the facilities must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public, tickets are sold, and/or alcohol is on the premises.
 4. Cancellations 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 Banquet Manager at the Fairhope Civic Center not less than thirty (30) days prior to the event for any refund to be given. Fee refunds will be made by check, less a \$10.00 or 20% handling charge, whichever is greater. No refunds will be made for cancellations made within 30 days of the event.
 5. Groups that have events that occur annually and have rented the auditorium for at least five consecutive years shall have the right for advance booking provided that the City receives a completed application(s) and deposit(s) paid prior to the requested dates.
 6. Religious groups may use the complex facilities for meetings, conventions, dinners, etc., but will not be permitted use of any part of the facility as a permanent sanctuary on a regular Sunday or weekday basis.

7. Rental rates shall be per day as follows:

- a. Main Auditorium \$585.00 includes 6-hour rental
\$50.00 per hour after allotted 6 hours
- Lobby \$150.00
- Storeroom: \$150.00
- Council Chambers \$125.00
- Delchamps Room 1 \$125.00
- Delchamps Room 2 \$75.00
- b. An hourly rate of \$50.00 per hour will be charged for each consecutive hour of use after 5:00 p.m. on weekdays and all day on weekends from the time the first person arrives until the last person leaves. This hourly charge will be \$50.00 per hour on recognized City holidays.

8. The rental fee includes tables, chairs, and a one-time set-up. The Main Auditorium rental fee also includes kitchen, stage, and two dressing rooms. An extra setup fee of \$150.00 will be applied for any changes to the event set up, before or during an event. Only Civic Center employees are allowed to move or reset Civic Center property.

9. Other Rental Rates and Fees:

- a. Commercial Kitchen \$125.00
- Stage Runway with lights and stairs \$125.00
- Projector and Screen (stage broadcast) \$50.00
- 32" TV/VCR/DVD Combo \$25.00
- Scissor Lift \$50.00 per hour
- Portable Bar \$50.00
- Mandatory Cleaning Fee \$50.00 per hour
- Stanchions, Easels, Coat Racks \$10.00 each
- Piano \$100.00
- A/V Tech Fee \$35.00 per hour
- Tent Permit for CC Parking Lot \$100.00 per tent
- A/V Package – Set-up/Breakdown of podium/microphone, sound mixer, clear-com headsets, CD player, stage lights and light board, stage monitors, up to five microphones. \$200.00

10. From 8:00 a.m. until 5:00 p.m. on regular working days of the City of Fairhope, when it is not being used by a paying group, the Fairhope Civic Center may be used by:
 - a. the Fairhope Public Schools, when the principal requests, in writing, such use and rental fee waiver and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - b. Thomas Hospital, as long as it remains a not for profit community hospital, and the Administrator of the Hospital requests, in writing, such use and rental fee waiver, and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - c. any Fairhope community organization, whether civic or otherwise, which is not a commercial venture for private gain, and pays a membership fee of \$100.00 a year which will allow said member organization use of the facility for free (except for the auditorium) as long as their use will, at the Fairhope Civic Center Banquet Manager's opinion, not interfere with the regular operations of the Fairhope Civic Center. This includes civic groups, churches, or clubs such as coffee clubs, investment groups, interest clubs, etc.
 - d. After 5:00 p.m., the Fairhope Public Schools, Thomas Hospital, or the Baldwin Pops (one weekday evening each week) may use the Fairhope Civic Center with a waiver of rental fees provided it has not been booked by a paying customer.
11. The City of Fairhope, its departments and agencies, and city sponsored functions shall be exempt from rental fees provided the functions will improve the skills, finances, or betterment of the sponsoring department or portray the City of Fairhope in the best light for the good and benefit of the citizens of Fairhope. This does not relieve the said departments from clean-up, and security responsibilities.

III. RULES AND REGULATIONS

1. The number of Auditorium seating is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code. Fire and exit lanes will be open at all times. Chairs will not be disconnected and moved into aisles.
2. Access to the building must be arranged with the Banquet Manager.

3. Persons or groups renting the Main Auditorium, Council Chamber, and/or Delchamps Suites shall have exclusive use of the Civic Center parking lot with exception of the spaces required by City Hall and the University of South Alabama College of Nursing.
4. Law Enforcement Personnel and/or chaperons must be approved by the Fairhope Chief of Police and will be present during entire event. Events requiring Law Enforcement Personnel and/or chaperons include any event open to the public where alcohol is being served, any school function, or any function at which security is deemed necessary by the Banquet Manager.
5. The Banquet Manager will be the final authority regarding decorations:
 - a. Decorations must be placed on the day of the event. No equipment or materials will be allowed to be placed prior to the day and time of use unless approved by the Banquet Manager.
 - b. No painting of any type will be permitted inside the facility.
 - c. All decorations are to be free-standing or approved by the Banquet Manager. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, windows or any material that will deface, mar, or damage a finished surface.
 - d. No shaving cream, toilet paper, silly string, rice, birdseed, sparklers, glitter, confetti (including decorative jewels), or the like will be thrown or used for decoration inside or outside the facility. All candles must be self-contained. If any of these is found on the floor there will be additional clean-up/damage fees.
 - e. Only rose petals, lavender, or bells are permitted at the Fairhope Civic Center when the bride and groom are leaving after a reception.
 - f. All decorations must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups may be left in place if prior arrangements are made with and approved by the Banquet Manager.
6. In order to maintain health standards as required by state and county regulations, all users of the kitchen must comply with the following:
 - a. All pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware will be washed before use.

- b. After food serving has been completed, and before leaving the complex, all items listed in 5.a. will be washed and separated (all spoons together, etc.) and stored in proper locations as found prior to use.
 - c. The kitchen, along with its appliances and equipment, will be used only in conjunction with the rental of the Auditorium or by City Personnel.
 - d. Alcohol must be served by a licensed bartender or caterer. If a cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure.
 - e. The renter and/or caterer serving food/drink will furnish own pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware all of which will be washed before use.
 - f. All equipment, including utility carts, coffee and tea urns, will be cleaned after use.
 - g. All appliances including stoves, ovens, microwaves, refrigerators, sinks, work areas, utility carts, and slicing equipment will be cleaned after use.
 - h. Grease shall be disposed of properly by renter or caterer.
 - i. It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and returned back to us as delivered. The Banquet Manager can provide a detailed list of responsibilities.
7. No food or drink will be allowed in the Council Chambers.
8. Garbage and Debris:
- a. All loose debris, including cups, plates, and napkins must be removed from tables and the floor swept of debris.
 - b. All garbage and debris will be removed from the building by the renter as needed during and at the close of the function.
 - c. All garbage bags must be tied and placed in the garbage containers provided outside the facility.
 - d. The City will not clean up debris left by a decorating group. All debris is to be hauled off by the renter.

9. Permission from the Banquet Manager will be required for any person or group to bring into the building and use an appliance with special power requirements.
10. Stage light settings will be accomplished by auditorium users, and, when function is over, light must be reset for general use. Step ladders will be returned to storage place after use.
11. The only persons allowed in the sound equipment room upstairs will be the persons in charge of the activity and persons required to operate sound and light systems. A \$30.00 per hour charge will be required for the use of stage lights and operator.
12. A fee will be charged for use of the piano. The piano will remain on stage at all times. Nothing will be placed or stored in or on this instrument.
13. If children are present during your function, they must be supervised at all times. Any damaged or broken items caused from lack of supervision will be the renter's responsibility.
14. All personal equipment, supplies, decorations, and other materials will be removed at the close of the activity.
15. No inventory items, such as chairs, tables, podiums, movie projectors, screens, kitchen utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to be removed from the premises under any condition.
16. All groups and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. Anything brought in by the renter and/or caterer must be removed by the renter and/or caterer. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. The Banquet Manager will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether or not additional clean-up fees will be charged. An additional clean-up fee at the rate of \$20.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.
17. Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and carpet and/or tile restoration (coolers and other heavy equipment may not be dragged across the floors at the Fairhope Civic Center).

18. The Fairhope Municipal Civic Center Complex is a smoke-free facility. In compliance with City Ordinance No. 1311, "smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means." It is the renter's responsibility to ensure that all personnel at their function are made aware of this Ordinance.

The City Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

ADOPTED this 26th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 1408-07

A RESOLUTION REPLACING RESOLUTION NO. 1038 SETTING FORTH THE RULES AND REGULATIONS FOR THE OPERATION OF THE FAIRHOPE MUNICIPAL CIVIC CENTER COMPLEX LOCATED AT 161 N. SECTION STREET, FAIRHOPE, ALABAMA.

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

I. The facilities located in the Municipal Civic Center Complex, namely the Main Auditorium, **the Lobby**, the Council Chambers (Municipal Court), and the Delchamps Suites will be regulated as outlined herein. **ADD: Storeroom**

II. RESERVATIONS

1. Reservations shall be on a first come, first served basis, except for Governmental functions which shall take precedence over all other functions and may necessitate the cancellation or postponement of an event.

2. Persons or groups wishing to reserve one or more of the facilities must complete, **date, and sign an Application for Use of Fairhope Civic Center form, Cancellation Policy, Indemnity/Hold Harmless Agreement, and pay the required rental deposit in order for the reservation to be entered on the Activities Calendar located at the Fairhope Civic Center. No reservations will be confirmed until the deposit is paid.** **ADD: Liability policy naming the COF as additional insured, for any event open to the public, tickets are sold, and or alcohol is on the premises. Minimum amount required needs to be added**

3. Cancellations 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 Banquet Manager at the Fairhope Civic Center not less than thirty (30) days prior to the event for any refund to be given.** Fee refunds will be made by check, less a \$10.00 or 20% handling charge, whichever is greater. **No refunds will be made for cancellations made within 30 days of the event.**

4. Groups that have events that occur annually and have rented the auditorium for at least five consecutive years shall have the right for advance booking provided that the date is requested and deposit paid prior to the current event. **ADD: completed application(s) and deposit(s) paid prior to the requested dates.**

5. Religious groups may use the complex facilities for meetings, conventions, dinners, etc., but will not be permitted use of any part of the facility as a permanent sanctuary on a regular Sunday or weekday basis.

6. **Rental rates shall be per day as follows:**

- a. Main Auditorium, \$485.00; Lobby, \$125.00; Council Chambers, \$50.00; Delchamps Room, \$40.00. **ADD: Storeroom, \$150.00.**
 - b. An hourly rate of \$20.00 per hour will be charged for each consecutive hour of use after 5:00 p.m. on weekdays and all day on weekends from the time the first person arrives until the last person leaves. This hourly charge will be \$50.00 per hour on recognized City holidays.
7. The rental fee includes tables, chairs, and a one-time set-up. Audio/visual equipment is also available upon request.
8. From 8:00 a.m. until 5:00 p.m. on regular working days of the City of Fairhope, when it is not being used by a paying group, the Fairhope Civic Center may be used by:
 - a. the Fairhope Public Schools, when the principal requests, in writing, such use and rental fee waiver and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - b. Thomas Hospital, as long as it remains a not for profit community hospital, and the Administrator of the Hospital requests, in writing, such use and rental fee waiver, and the Banquet Manager approves such use as one that will not interfere with the regular operations of the Fairhope Civic Center.
 - c. any Fairhope community organization, whether civic or otherwise, which is not a commercial venture for private gain, and pays a membership fee of \$100.00 a year which will allow said member organization use of the facility for free (except for the Auditorium) as long as their use will, at the Fairhope Civic Center Banquet Manager's opinion, not interfere with the regular operations of the Fairhope Civic Center. This includes civic groups, churches, or clubs such as coffee clubs, investment groups, interest clubs, etc.
 - d. After 5:00 p.m., the Fairhope Public Schools, Thomas Hospital, or the Baldwin Pops (one weekday evening each week) may use the Fairhope Civic Center with a waiver of rental fees provided it has not been booked by a paying customer.

9. **Any and all requests for a waiver of rental fees must be in writing with a signature, and a waiver of rental fees does not mean a waiver of cleaning fees and hourly fees. Cleaning fees and hourly fees will still apply to any and all groups renting the facility.** OMIT #9. - Contradicts Ordinance No.1486
10. The Mayor and the City Budget and Finance Committee, which is made up of three city council members, have sole discretion to waive the rental fee for other non-profit groups who they deem to be offering a service for the Fairhope Citizens. OMIT #10. - Contradicts Ordinance No.1486
11. The City of Fairhope, its departments and agencies, and city sponsored functions shall be exempt from rental fees provided the functions will improve the skills, finances, or betterment of the sponsoring department or portray the City of Fairhope in the best light for the good and benefit of the citizens of Fairhope. This does not relieve the said departments from clean-up, and security responsibilities.

III. RULES AND REGULATIONS

1. The number of Auditorium seating is to be given at the time of booking. Maximum seating and/or crowd capacity will be as per the Fire Code. Fire and exit lanes will be open at all times. Chairs will not be disconnected and moved into aisles.
2. Access to the building must be arranged with the **Banquet Manager**.
3. Persons or groups renting the Main Auditorium, Council Chamber, and/or Delchamps Suites shall have exclusive use of the Civic Center parking lot with exception of the spaces required by City Hall and the Fairhope Public Library. OMIT: Fairhope Public Library
ADD: USA College of Nursing
4. Law Enforcement Personnel and/or chaperons must be approved by the Fairhope Chief of Police and will be present during entire event. **Events requiring Law Enforcement Personnel and/or chaperons include any event open to the public where alcohol is being served, any school function, or any function at which security is deemed necessary by the Banquet Manager.**
5. The Banquet Manager will be the final authority regarding decorations:
 - a. Decorations must be placed on the day of the event. No equipment or materials will be allowed to be placed prior to the day and time of use unless approved by the Banquet Manager.

- b. No painting of any type will be permitted inside the facility.
 - c. All decorations are to be free-standing or approved by the Banquet Manager. No nails, tacks, brackets or self-adhesive tape will be allowed on or in the walls, ceilings, floors, or any material that will deface, mar, or damage a finished surface. **ADD: windows,**
 - d. No shaving cream, toilet paper, silly string, rice, birdseed, **sparklers, glitter, confetti (including decorative jewels),** or the like will be thrown or used for decoration inside or outside the facility. **All candles must be self-contained. If any of these is found on the floor there will be additional clean-up/damage fees.**
 - e. **Only rose petals, lavender, or bells are permitted at the Fairhope Civic Center when the bride and groom are leaving after a reception.**
 - f. All decorations must be removed following an event before the renter leaves the premises. Decorations that are to be shared with other groups **Space between sentences not needed** may be left in place if prior arrangements are made with and approved by the Banquet Manager.
6. In order to maintain health standards as required by state and county regulations, all users of the kitchen must comply with the following:
- a. All pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware will be washed before use.
 - b. After food serving has been completed, and before leaving the complex, all items listed in 5.a. will be washed and separated (all spoons together, etc.) and stored in proper locations as found prior to use. Tables will be cleaned. 5.a should be "6.a" - **OMIT: "Tables will be cleaned"**
 - c. **The kitchen, along with its appliances and equipment, will be used only in conjunction with the rental of the Auditorium or by City Personnel.**
 - d. **Alcohol must be served by a licensed bartender or caterer. If a cash bar is used or alcohol is sold, renter/caterer must show proof of proper ABC licensure.**

10 September 2007

Resolution No. 1408-07

Page 5

- e. The renter and/or caterer serving food/drink will furnish own pots, pans, trays, plates, saucers, cups, serving dishes, glasses, and silverware **all of which will be washed before use.**
 - f. All equipment, including **utility carts**, coffee and tea urns, will be cleaned after use.
 - g. All appliances including stoves, ovens, microwaves, refrigerators, sinks, work areas, utility carts, and slicing equipment will be cleaned after use.
 - h. **Grease shall be disposed of properly by renter or caterer.**
 - i. **It is the responsibility of the renter to inform the caterer and other vendors of the rules and regulations. The caterer and/or renter are responsible for ensuring that the kitchen is clean and returned back to us as delivered. The Banquet Manager can provide a detailed list of responsibilities.**
7. No food or drink will be allowed in the Council Chambers.
8. Garbage and Debris:
- a. All loose debris, including cups, plates, and napkins must be removed from tables and the floor swept of debris.
 - b. Only garbage bags and dishtowels will be furnished by the City. Any other accessories will not be furnished by the City. **OMIT - 8.b**
 - c. All garbage and debris will be removed from the building **by the renter as needed during and at the close of the function.**
 - d. **All garbage bags must be tied** and placed in the garbage containers provided outside the facility.
 - e. The City will not clean up debris left by a decorating group. All debris is to be hauled off by the renter.
9. Permission from the Banquet Manager will be required for any person or group to bring into the building and use an appliance with special power requirements.

10 September 2007

Resolution No. 1408-07

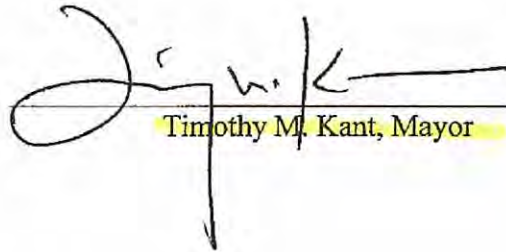
Page 6

10. Stage light settings will be accomplished by auditorium users, and, when function is over, light must be reset for general use. Step ladders will be returned to storage place after use.
11. The only persons allowed in the sound equipment room upstairs will be the persons in charge of the activity and persons required to operate sound and light systems. A \$30.00 per hour charge will be required for the use of stage lights and operator.
12. **A fee will be charged for use of the piano.** The piano will remain on stage at all times. Nothing will be placed or stored in or on this instrument.
13. **If children are present during your function, they must be supervised at all times. Any damaged or broken items caused from lack of supervision will be the renter's responsibility.**
14. All personal equipment, supplies, decorations, and other materials will be removed at the close of the activity.
15. No inventory items, such as chairs, tables, podiums, movie projectors, screens, kitchen utensils, pots, pans, silverware, dishes, etc. will be loaned or permitted to be removed from the premises under any condition.
16. **All groups and organizations are responsible for their own clean-up of the kitchen, decorations, garbage, and debris. Anything brought in by the renter and/or caterer must be removed by the renter and/or caterer. It is the responsibility of the renter to ensure that the Rules and Regulations are adhered to. The Banquet Manager will review the clean-up schedule prior to the function and will conduct an inspection after the function to assess whether or not additional clean-up fees will be charged. An additional clean-up fee at the rate of \$20.00 per hour will be charged for any time and/or required personnel necessary to complete the responsibilities of the renter.**
17. **Additional fees will be charged for any damaged or missing items which include, but are not limited to, any broken or missing items from the facility, and carpet and/or tile restoration (coolers and other heavy equipment may not be dragged across the floors at the Fairhope Civic Center.**

18. **The Fairhope Municipal Civic Center Complex is a smoke-free facility. In compliance with City Ordinance No. 1311, "smoking is prohibited within a reasonable distance often (10) feet outside an enclosed area where smoking is prohibited, so as to ensure that tobacco smoke does not enter the area through entrances, windows, ventilation systems or other means." It is the renter's responsibility to ensure that all personnel at their function are made aware of this Ordinance.**

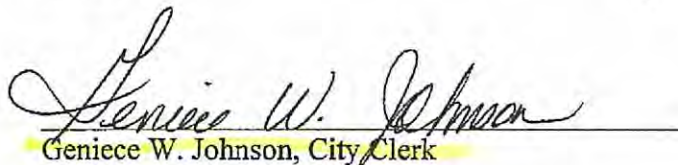
The Council reserves the right to amend, delete, adjust, or waive any and all stipulations set out herein.

ADOPTED this 10th day of September, 2007.



Timothy M. Kant, Mayor

Attest:



Geniece W. Johnson, City Clerk

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1575
TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY
PROVIDING POLICY AND PROCEDURE FOR PARK USAGE
WITHIN THE CITY OF FAIRHOPE.**

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

POLICY AND PROCEDURE FOR PARK USAGE ORDINANCE

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to reserve outdoor facilities at Fairhope's bay front parks and bluffs and to establish a fee structure for such use to partially defray the cost of administering these services and the additional costs and expenses to maintain these parks. A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city parks. Any violation may result in additional fees.

This policy is applicable to all public parks listed below:

Fairhope Beach Pavilion

Henry George Park (park on bluff above fire hall)

Park on South End of Pier

PERMITTED USE

Only one event per day will be scheduled in each park. Only the following uses and activities are permitted in City parks:

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.
2. Weddings, catered receptions, banquets, and memorial services. Receptions or banquets will only be allowed in the pavilion.
3. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnic, artistic, biographical or seasonal theme. Food may be offered in conjunction with a festival when sponsored by a non-profit organization or public agency in compliance with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department.

RESERVATIONS

Reservations are on a first come, first served basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required prior to booking. The dates requested can not be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details and/or special requests must be submitted in writing at least 8 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

Any and 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 Event Coordinator and/or his/her designee not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event or due to inclement weather.

Ordinance No. _____

Page 2

PERMIT FEES

The permit fee is \$200.00 for the first 4 hours and \$75.00 for each additional hour. The permit fee must be paid in advance and is non-refundable. This includes set-up, event, and take-down.

If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

Other fees may apply for personnel and damage to property.

OTHER FEES FOR SERVICES AND/OR EQUIPMENT

City Stage (includes setup and breakdown)	\$1,000.00
Barricades	\$23.00 per barricade
Garbage Services	\$125.00
Garbage Cans	\$25.00 per can
Street Sweeper	\$200.00 per hour
Clean-up (6 staff at 4 hours)	\$600.00

ALCOHOLIC BEVERAGES

Alcoholic beverages are not permitted in public parks.

INSURANCE REQUIREMENTS

Any group or individual using a public park must sign an indemnity and hold harmless agreement. And, any group or individual using a public park must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public or tickets/money/donations exchanged.

SECURITY FEES

The City of Fairhope Police Chief and/or his/her designee will determine if Law Enforcement Personnel must be provided for each event. The fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required.

Law Enforcement Personnel are responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control, preventing vehicular traffic in the parks, and any alcohol related issues.

VEHICULAR TRAFFIC

Absolutely no vehicular traffic is permitted on the lawn or sidewalks of our parks. This includes unloading and reloading supplies. It is the responsibility of the event organizer and security to ensure this policy is followed through. Any damage to lawns or sidewalks may result in a fine to cover the cost of repairs.

Vehicles loading or unloading cannot block any entry way or sidewalks.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by Law Enforcement Personnel and/or the City of Fairhope Police Dept. Please refer to Ordinance No. 1401 and 1424 (or Sections 12-3 through 12-5.3 of the City of Fairhope Code of Ordinances) regarding additional questions about noise.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events with less than 50 participants. For events with 50 or more participants, the clean-up deposit will be \$1,000.00. Deposits and all permit fees must be paid in advance. The refundable clean-up deposit will be held until after the event.

Set-up for events cannot begin before 7:00 a.m. Events involving entertainment or sound equipment must end by 9:00 p.m. Breakdown and clean-up must end by 10:00 p.m.

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycle containers may be requested prior to the event. All grease and charcoal must be disposed of properly.

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. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff.

TENTS/STAGING

All tent and staging placement must be approved by your City of Fairhope Event Coordinator and/or his/her designee. Tents must be sandbagged or the Renter is required to call Alabama 811 for utility line locate at least two working days prior to using any type of staking material to avoid hitting underground utility lines. Damage caused to any utility line will result in additional charges to repair and/or replace the line.

Tents and other decorations and equipment must be placed on the day of the event and not before. They must be taken down immediately following the event.

RESTROOMS

Restroom facilities are not located in all of our parks. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Public Works Dept. or your Site Coordinator.

SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS THE 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1575

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1438 AND
ORDINANCE NO. 1488 TO PROTECT THE PUBLIC HEALTH, SAFETY AND
WELFARE BY PROVIDING POLICY AND PROCEDURE FOR PARK USAGE
WITHIN THE CITY OF FAIRHOPE.**

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

POLICY AND PROCEDURE FOR PARK USAGE ORDINANCE

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to reserve outdoor facilities at Fairhope's bay front parks and bluffs and to establish a fee structure for such use to partially defray the cost of administering these services and the additional costs and expenses to maintain these parks. A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city parks. Any violation may result in additional fees.

This policy is applicable to all public parks listed below:

Fairhope Beach Pavilion

Henry George Park (park on bluff above fire hall)

Park on South End of Pier

PERMITTED USE

Only one event per day will be scheduled in each park. Only the following uses and activities are permitted in City parks: "one event per day" needs to be defined with relationship to fees. Example - ESRT is charged certain fees only per event, not per day?

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.
2. Weddings, catered receptions, banquets, and memorial services. Receptions or banquets will only be allowed in the pavilion.
3. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnical, artistic, biographical or seasonal theme. Food may be offered in conjunction with a festival when sponsored by a non-profit organization or public agency in compliance with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department. OMIT/change: National, ethnical, artistic, biographical or seasonal theme????

Ethnical is not a word?

RESERVATIONS

Reservations are on a first come, first served basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required prior to booking. The dates requested can not be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details and/or special requests must be submitted in writing at least 8 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

Any and 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 Event Coordinator and/or his/her designee not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event or due to inclement weather.

PERMIT FEES

The permit fee is \$150 for the first 4 hours and \$75 for each additional hour. This includes set-up, event, and take-down.

If electrical/water services are required, a one-time fee of \$50 will be charged. If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

What is the service rate for the water/electric dept call out - who bills for this?

Other fees may apply for personnel and damage to property.

What defines "Other" fees - we have no city service fee

ALCOHOLIC BEVERAGES

schedule to reference when this takes place during events.

Alcoholic beverages are not permitted in public parks.

INSURANCE REQUIREMENTS

Any group or individual using a public park must sign an indemnity and hold harmless agreement or obtain a special event insurance policy. ADD: Liability insurance requirements for events open to the

public or tickets/money/donations exchanged.

SECURITY FEES

The City of Fairhope Police Chief and/or his/her designee will determine if Law Enforcement Personnel must be provided for each event. The fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required.

Law Enforcement Personnel are responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control, preventing vehicular traffic in the parks, and any alcohol related issues.

VEHICULAR TRAFFIC

Absolutely no vehicular traffic is permitted on the lawn or sidewalks of our parks. This includes unloading and reloading supplies. It is the responsibility of the event organizer and security to ensure this policy is followed through. Any damage to lawns or sidewalks may result in a fine to cover the cost of repairs. OMIT: Policy is NEVER enforced/how much are the fines?

Vehicles loading or unloading cannot block any entry way or sidewalks.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by Law Enforcement Personnel and/or the City of Fairhope Police Dept. Please refer to Ordinance No. 1401 and 1424 (or Sections 12-3 through 12-5.3 of the City of Fairhope Code of Ordinances) regarding additional questions about noise.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events with less than 50 participants. For events with 50 or more participants, the clean-up deposit will be \$1,000.00. Deposits and all permit fees must be paid in advance. The refundable clean-up deposit will be held until after the event.

Set-up for events cannot begin before 7:00 a.m. Events involving entertainment or sound equipment must end by 9:00 p.m. Breakdown and clean-up must end by 10:00 p.m.

*City Services
for Call-Out*

*Labor Cost
Plus Material/
Soil/Plants*

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycle containers may be requested prior to the event.

All grease and charcoal must be disposed of properly.

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. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff.

TENTS/STAGING/INFLATABLES

All tent and staging placement must be approved by your City of Fairhope Event Coordinator and/or his/her designee. Tents must be sandbagged; no stakes will be allowed due to underground utility lines. **OMIT: This policy is NEVER enforced: ADD: Alabama 811 must be notified for utility line locate two**

working days prior to scheduled event.
Inflatables are the responsibility of the Renter and will require insurance. They must be monitored at all times and are never to be left unattended.

OMIT: Inflatables have been prohibited in the past. If one event has them up it becomes a magnet for other children not involved.

Tents, inflatables, and other decorations and equipment must be placed on the day of the event and not before. They must be taken down immediately following the event.

RESTROOMS

Restroom facilities are not located in all of our parks. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Public Works Dept. or your Site Coordinator.

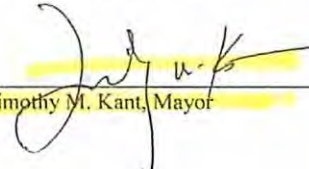
SEVERABILITY

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

EFFECTIVE DATE


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

ADOPTED THIS THE 9TH DAY OF MAY, 2016



Timothy M. Kant, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

Ord. No. 1575 Published in
FAIRHOPE COURIER
on Friday, May 20, 2016
Lisa A. Hanks City Clerk

ORDINANCE NO. _____

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1576
TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY
PROVIDING POLICY AND PROCEDURE FOR SIDEWALK
AND/OR STREET USAGE WITHIN THE CITY OF FAIRHOPE**

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

**POLICY AND PROCEDURE FOR
SIDEWALK AND/OR STREET USAGE ORDINANCE**

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to close a street and/or sidewalk within the City of Fairhope Central Business District and to establish a fee structure for such use to partially defray the cost of administering these services.

Organizations/Individuals may only request a street closing two times per calendar year.

This policy is applicable to all streets and/or sidewalks in the Central Business District (CBD) of the City of Fairhope.

Any individual and/or group who plan to use a City of Fairhope street and/or sidewalk in the CBD must have written permission of 75% of businesses/residents whose store fronts are directly affected of said street/sidewalk to be closed. 100% of the businesses/residents within 300 feet must be notified of the event via U.S. mail, e-mail or door-to-door. Petition and/or written permission and notifications must be submitted to the City of Fairhope 12 weeks prior to the event and must include Type of Event, Time the street and/or sidewalk will close, Time function will begin and end and the Location of the function. Permission may only be by store owner or their designee.

PERMITTED USE

Only the following uses and activities are permitted on City streets and/or sidewalks:

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.
2. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnic, artistic, biographical or seasonal theme. Food may be offered in conjunction with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department.
3. Walks, Runs and Bicycles Rides. Non-Profits refer to Ordinance No. 1486.

RESERVATIONS

A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city streets and/or sidewalks. Any violation may result in additional fees.

Reservations are on a first come, first serve basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required at least 12 weeks in advance to secure your reservation. The dates requested cannot be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details must be submitted in writing at least 12 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

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Any and 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 Banquet Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event or due to inclement weather.

PERMIT FEES

The permit fee is \$200.00 for the first 4 hours and \$75.00 for each additional hour. The permit fee must be paid in advance and is non-refundable. This includes set-up, event, and take-down.

If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

Other fees may apply for personnel and damage to property.

OTHER FEES FOR SERVICES AND/OR EQUIPMENT

City Stage (includes setup and breakdown)	\$1,000.00
Barricades	\$23.00 per barricade
Garbage Services	\$125.00
Garbage Cans	\$25.00 per can
Street Sweeper	\$200.00 per hour
Clean-up (6 staff at 4 hours)	\$600.00
Mardi Gras Parade Permit Fees	\$3,500.00

INSURANCE REQUIREMENTS

Any group or individual using a City street and/or sidewalk must sign an indemnity and hold harmless agreement. And, any group or individual using a City street and/or sidewalk must also obtain a Special Event Insurance Policy naming the City of Fairhope as additional insured for any event open to the public or tickets/money/donations exchanged.

SECURITY FEES

The City of Fairhope Police Department security must be provided for all events held on city streets and/or sidewalks. The security fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required.

Security is responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control and traffic diversion.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by security. At any time if security feels there is not responsible monitoring of sound amplification then he/she has the authority to shut down your event.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events with less than 50 participants. For events with 50 or more participants, the clean-up deposit will be \$1,000.00. Deposits and all permit fees must be paid in advance. The refundable clean-up deposit will be held until after the event.

Set-up will not be allowed until after 5:00 p.m. on weekdays and Saturdays.

Store fronts may never be blocked.

Fire lanes must be maintained at all times.

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Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycle containers may be requested prior to the event. All grease and charcoal must be disposed of properly.

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 sidewalk/street and restored it to its original condition, the City will clean up the sidewalk/street and charge the user for the services. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff.

TENTS/STAGING

All tent and staging placement must be approved by your City of Fairhope event coordinator. Tents must be sandbagged or the Renter is required to call Alabama 811 for utility line locate at least two working days prior to using any type of staking material to avoid hitting underground utility lines. Damage caused to any utility line will result in additional charges to repair and/or replace the line.

Tents and other decorations and equipment must be placed on the day of the event and not before. They must be taken down and removed immediately following the event.

ALCOHOLIC BEVERAGES

ALCOHOLIC BEVERAGES ARE NOT PERMITTED ON THE STREETS OF FAIRHOPE. If requested, the Fairhope City Council may allow alcoholic beverages on the streets and/or sidewalks of Fairhope. 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.

NO GLASS OR OPEN CONTAINERS ARE ALLOWED.

RESTROOMS

Restroom facilities are located in downtown Fairhope. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Public Works Dept. or your Site coordinator.

SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS THE 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1576

AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 1490 AND ORDINANCE NO. 1495 TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY PROVIDING POLICY AND PROCEDURE FOR SIDEWALK AND/OR STREET USAGE WITHIN THE CITY OF FAIRHOPE

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

POLICY AND PROCEDURE FOR SIDEWALK AND/OR STREET USAGE ORDINANCE

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to close a street and/or sidewalk within the City of Fairhope Central Business District and to establish a fee structure for such use to partially defray the cost of administering these services.

Organizations/Individuals may only request a street closing two times per calendar year.

This policy is applicable to all streets and/or sidewalks in the Central Business District (CBD) of the City of Fairhope.

Any individual and/or group who plan to use a City of Fairhope street and/or sidewalk in the CBD must have written permission of 75% of businesses/residents whose store fronts are directly affected of said street/sidewalk to be closed. 100% of the businesses/residents within 300 feet must be notified of the event via U.S. mail, e-mail or door-to-door. Petition and/or written permission and notifications must be submitted to the City of Fairhope 12 weeks prior to the event and must include Type of Event, Time the street and/or sidewalk will close, Time function will begin and end and the Location of the function. Permission may only be by store owner or their designee.

PERMITTED USE

Only the following uses and activities are permitted on City streets and/or sidewalks:

1. Performing Arts events, when sponsored by a non-profit organization for the benefit of the non-profit organization or the public.

2. Festivals. A "festival" shall be an event with the primary theme being subject of a national, ethnical, artistic, biographical or seasonal theme. Food may be offered in conjunction with permits and regulations of the City of Fairhope revenue office and the Baldwin County Health Department. OMIT/change:National, ethnical, artistic, biographical or seasonal theme????

Ethnical is not a word?

3. Walks, Runs and Bicycles Rides. Non-Profits refer to Ordinance No. 1486.

RESERVATIONS

A user is responsible for adhering to and complying with all rules and regulations pertaining to the use of city streets and/or sidewalks. Any violation may result in additional fees.

What defines "additional" fees - we have no city service fee schedule to reference when this takes place during events.

Reservations are on a first come, first serve basis. All fees, Application, Cancellation Policy, and Indemnity/Hold Harmless Agreement are required at least 12 weeks in advance to secure your reservation. The dates requested cannot be guaranteed until all of these are received. Once received, your reservation will be placed on the calendar and all necessary City Personnel will be notified.

Final event details must be submitted in writing at least 12 weeks before the scheduled event. Details are to include all components of the event such as type of event, expected attendance, staging, tent usage, name of rental companies, entertainment, electricity needs, etc. (SEE ATTACHED RESERVATION FORM).

Any and 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 Banquet Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made within 30 days of the event or due to inclement weather.

PERMIT FEES

The permit fee is \$150 for the first 4 hours and \$75 for each additional hour. The permit fee must be paid in advance and is non-refundable. This includes set-up, event, and take-down.

If electrical/water services are required, ~~a one-time fee of \$50~~ ^{There is a \$15 per day} will be charged. If a representative of the electrical department or water department is called out after hours or on the weekend, the user will be charged a fee for the service rate. All electrical/water needs should be taken care of with your City of Fairhope Site Coordinator prior to the event.

What is the service rate for the water/electric dept call out - who bills for this?

Other fees may apply for personnel and damage to property.

What defines "Other" fees - we have no city service fee schedule to reference when this takes place during events.

INSURANCE REQUIREMENTS

Any group or individual using a city street and/or sidewalk must sign an indemnity and hold harmless agreement or obtain a special event insurance policy.

ADD: Liability insurance requirements for events open to the public or tickets/money/donations exchanged. ✓

SECURITY FEES

The City of Fairhope Police Department security must be provided for all events held on city streets and/or sidewalks.

The security fee and the number of required officers will be determined by the Chief of Police or by his/her designee. The fee will be based on the number of people expected to attend and traffic diversion required. The cost for security is \$30 per officer per hour.

Security is responsible for ensuring all city policies are adhered to by the user, which includes monitoring sound levels, crowd control and traffic diversion.

SOUND

The City has a noise ordinance that prohibits excessive noise. We ask that you please be considerate at all times. The noise ordinance will be enforced by security. At any time if security feels there is not responsible monitoring of sound amplification then he/she has the authority to shut down your event.

SET-UP/CLEAN-UP (DEPOSIT REQUIRED)

A refundable clean-up deposit of \$500.00 is required for events with less than 50 participants. For events with 50 or more participants, the clean-up deposit will be \$1,000.00. Deposits and all permit fees must be paid in advance. The refundable clean-up deposit will be held until after the event.

Set-up will not be allowed until after 5:00 p.m. on weekdays and Saturdays. This policy is not being followed as written

Store fronts may never be blocked.

Clean-up must be done during the events as needed and litter picked up. All trash accumulated during the event must be placed in receptacles for City and/or contractor pick-up. Recycling is encouraged. Additional garbage and recycle containers may be requested prior to the event.

Fire lanes must be maintained at all times.

All grease and charcoal must be disposed of properly.

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 sidewalk/street and restored it to its original condition, the City will clean up the sidewalk/street and charge the user for the services. The clean-up deposit will be refunded less the charges for these City services as assessed by the appropriate City staff. Major policy issue - city services including labor are never factored into assessment. Barricade placement/pick-up, street sweeping, additional garbage pick up.

TENTS/STAGING

All tent and staging placement must be approved by your City of Fairhope event coordinator. Tents must be sandbagged; no stakes will be allowed due to underground cables and water lines. *omit: Policy is NEVER enforced. ADD: Alabama Bill must be notified for utility locate, two working days prior to event.*

Tents and other decorations and equipment must be placed on the day of the event and not before. They must be taken down and removed immediately following the event.

ALCOHOLIC BEVERAGES

ALCOHOLIC BEVERAGES ARE NOT PERMITTED ON THE STREETS OF FAIRHOPE. If requested, the Fairhope City Council may allow alcoholic beverages on the streets and/or sidewalks of Fairhope. 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.

NO GLASS OR OPEN CONTAINERS ARE ALLOWED.

RESTROOMS

Restroom facilities are located in downtown Fairhope. If portable toilets are to be used, please indicate this on your reservation form. Portable restroom facilities must be placed and removed within 24 hours of the event. Location will have to be coordinated with the City of Fairhope Public Works Dept. or your Site coordinator.

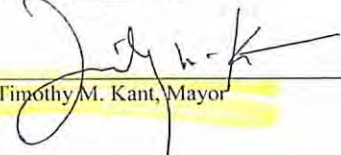
SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS 9TH DAY OF MAY, 2016



Timothy M. Kant, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

Ord No. 1576 Published in
FAIRHOPE COURIER
on Friday, May 20, 2016
Lisa A. Hanks City Clerk

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? _____

2. Date Requested: _____ Hours requested from: _____ to _____

3. Renter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Numbers: _____

4. Purpose of Use: _____

5. Number of persons expected to attend (adults and minors): _____

6. Will there be alcohol on the premises during the event? _____ 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.: _____

_____ Rental Company: _____

8. Will you need electricity? _____ Yes _____ No For: _____

Will you need water? _____ Yes _____ No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

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

CLEANING AND CANCELLATION POLICIES

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

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

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

Renter's Signature: _____ Date: _____

City Personnel: _____ Fees Paid: _____ Date: _____ Ck. #: _____

-Office Use Only-

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

CITY OF FAIRHOPE PARK AND/OR STREET USAGE CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO

THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT

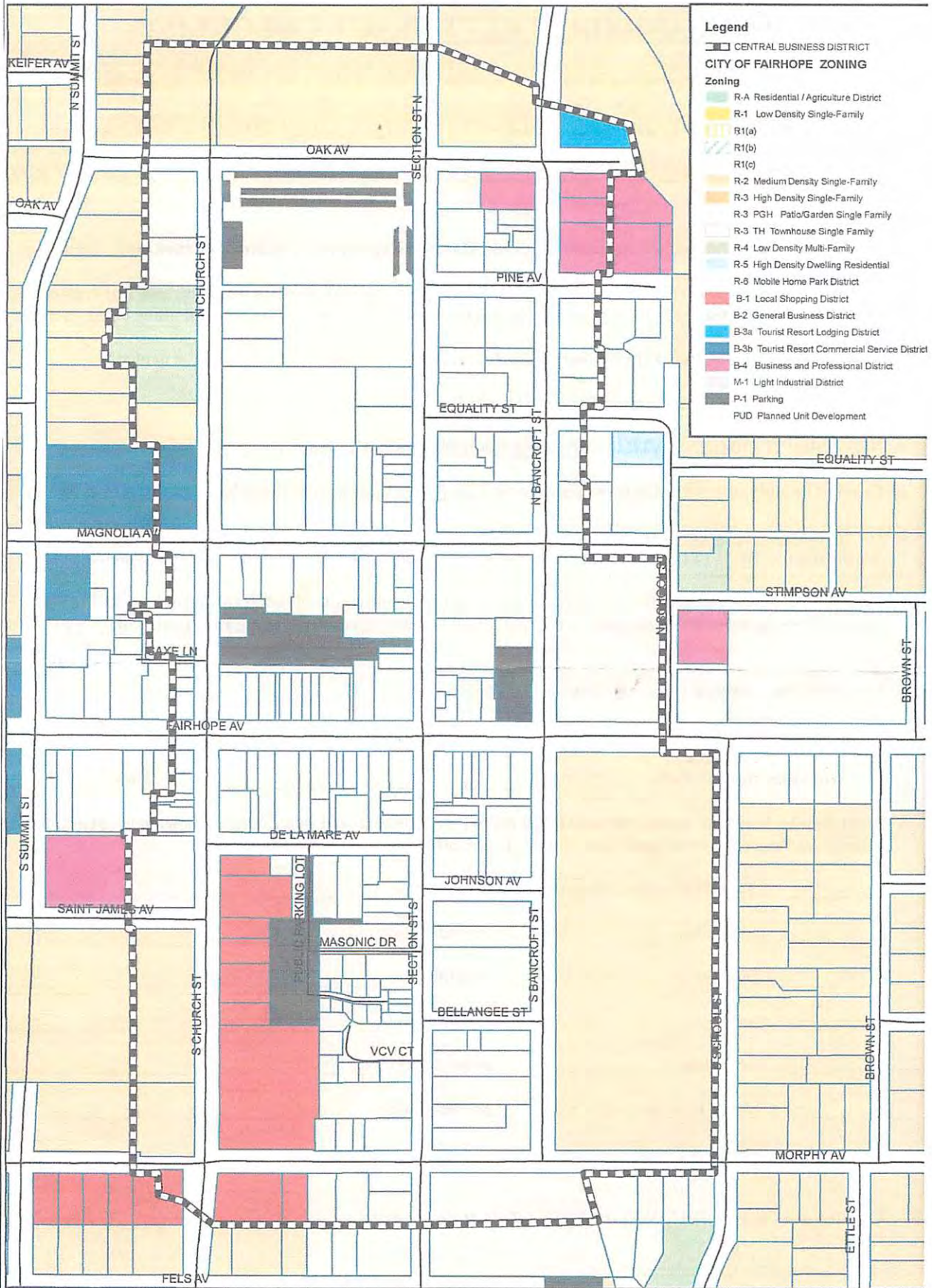
ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

- ___ 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement completed, signed, and dated.
- ___ 2. A copy of the letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.
- ___ 3. Route/Map of Special Event [Emergency Vehicle (i.e. police, fire, etc.) access must be provided]
 Estimated Law Enforcement/Personnel Cost: \$ _____
- ___ 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- ___ 5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
- ___ 6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- ___ 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).
- ___ 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: _____
 - ___ Barricades Provided by: _____
 - ___ 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

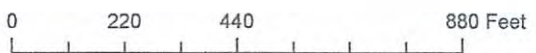
___ Street closing approved ___ Alcohol approved ___ ABC License if selling alcohol ___ Park/Street permit fees paid

City of Fairhope Central Business District



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

Disclaimer:
The City of Fairhope makes no claims as to the reliability of this data and shall not be held liable for inaccuracies that may exist. Any user of this map product accepts the fault and assumes all responsibility for the use thereof, and further agrees to hold the City of Fairhope harmless from and against any damage, loss or liability arising from any use of this map product. Do not make business decisions based on this data without validating your decision with the appropriate city office.



**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 26 FEBRUARY 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 15 February 2018 Regular City Council Meeting, minutes of 15 February 2018 Work Session, and minutes of 15 February 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – An Ordinance amending Ordinance No. 1510 and Ordinance No. 1573 known as the Personnel Rules, Policies and Procedures Ordinance; Section 11.01 Selection of Members for Personnel Board. (Introduced at the February 15, 2018 City Council Meeting)
6. Resolution – That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add Two Part-Time Marina Workers at Grade 11.
7. Resolution – That the City of Fairhope has voted to purchase a one (1) John Deere 3038E Compact Utility Tractor; Allied Terra Spike SL6 Tine Machine for the Golf Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 062117-DAC (PG NB); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$42,291.66.
8. Resolution – That the City of Fairhope has voted to purchase a one (1) John Deere 1550 TerrainCut Commercial Front Mower with 72-inch Fastback Rear Discharge Deck for the Public Works Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 062117-DAC (PG NB); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$22,056.17.
9. Resolution – That the City of Fairhope has voted to purchase a Trench Box, PRONAL Inflatable Trench Shield SmartShore, for the Fairhope Utilities; from Consolidated Pipe and Supply Company, Inc. as Sole Source Distributor for the Mobile, Alabama area; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): “Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.” The cost will be \$10,500.00.

10. Resolution – That the City of Fairhope has voted to purchase a Pickup Truck, 2012 Ford F150 Extended Cab 4WD, for the Building Department and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$20,262.00.
11. Resolution – That the City Council approves the selection of Vision Technology Solutions, LLC d/b/a Vision Internet Providers for Professional Services to perform website development, visionLIVE subscription services, and/or other extra work and services as required by the City’s IT Department (RFQ No. PS012-18), and hereby authorizes Mayor Karin Wilson to establish a fee schedule; establish a not-to-exceed limit of \$30,921.00 for a three-year total amount; and to execute the associated contract.
12. Resolution – That the City of Fairhope hereby amends and approves the new membership fees for the City of Fairhope Recreation Center and Fairhope Municipal Pool.
13. Resolution – That Mayor Karin Wilson is hereby authorized to execute a Trademark Licensing Agreement with Lucy Goose, LLC d/b/a The Fairhope Store for use and display the Marks in connection with the promotion of the City of Fairhope, as further described in Exhibit A with terms of the Agreement being 20 years.
14. Request – Andy Tubertini, The Fairhope Rotary Club Foundation, requesting approval of Rotary Steak Cook-Off on May 11, 2018 for street closures Bancroft between Fairhope Avenue and Morphy; and Johnson Street between Section and Bancroft; from 3:00 p.m. to 11:30 p.m.; and approval to allow alcohol on City streets.
15. Application for a Non-Profit Tax Exempt License (Alcoholic Beverage License) by John Matus, Jr. for Point Clear Rotary Club, Inc., for the 2018 Taste of Rotary located at 161 North Section Street, Fairhope, Alabama on April 17, 2018 from 6:00 p.m. to 10:00 p.m.
16. Application for a Beer/Wine Off-Premises Alcoholic Beverage License for Freds Stores of Tennessee, Inc., Fred’s Store #1565, located at 51 South Greeno Road, Fairhope, Alabama.
17. Application for a Restaurant Liquor License by Will D. Carlton, Jr. for District Hall, LLC d/b/a District Hall, located at 761 Nichols Avenue, Fairhope, Alabama.
18. Public Participation – (3 minutes maximum)
19. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, February 26, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, February 26, 2018 – Council Chamber**

Next Regular Meeting – Monday, March 12, 2018 - Same Time and Place

STATE OF ALABAMA) (
 :
COUNTY OF BALDWIN) (
 :

The City Council met in a Work Session at 4:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Thursday, 15 February 2018.

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

Council President Burrell called the meeting to order at 4:34 p.m.

The following topics were discussed:

- The first item on the agenda was the discussion of Fairhope Docks-Slip and Marina Basin Dredging by Public Works Director Richard Johnson and Marina Manager Drew Craze. Mr. Johnson explained the attached handout regarding Dredging of Slips and Basins at Fairhope Docks. He was requesting to prepare and send out an RFQ for permitting, bid specifications, and scope of work; and this would take at least a year to complete. Mr. Johnson said the Fairhope Yacht Club is in the process for a permit; and the permit will be good for five years and renewable.

Councilmember Conyers commented he was good with doing 5,000 plus cubic yards. Councilmember Boone questioned the spoils and payment. He suggested taking samples first and determine if the soil is good or bad.

Ellis Ollinger, Chair of the Fairhope Yacht Club Board of Directors, addressed the City Council regarding the dredging. He said the Yacht Club would like to cost share the channel dredging; and asked the City Council to consider helping with the channel.

Council President Burrell requested the soundings from Tom Hutchens with Eco Solutions who is helping the Yacht Club. The extension of the jetties was questioned and possibly be put in the scope of work. He said the RFQ should be extended; and commented he would like to partner with the Yacht Club. Mayor Wilson suggested partnering with Fly Creek Marina too.

- The Discussion for Transmission Upgrades for the Wastewater Department by Operations Director Richard Peterson and mentioned an RFQ for the three outfalls. The most critical being Church Street; and Fairwood and Fairhope Avenue.

Mr. Peterson suggested revenue enhancements and bonds for financing with a three-year spending plan. He said we would do rehabilitation projects first. Mr. Peterson stated that the rate increase for the Utilities was an average of 4-1/2 percent with a cap on each increase. Council President Burrell replied that he and Councilmember Brown were working on rates at this time. Councilmember Boone stated we need to begin working on this right now. Mayor Wilson said in September she said we could find the money for the projects.

- Mr. Peterson also discussed City of Fairhope Infrastructure and handed out photos of manholes and one where someone had placed a rock under it. Council President Burrell asked Mr. Peterson to get ordinance prepared for fines of not cleaning out drainage on private property and clean outs.

The need to hire two people to help with correct these issues was mentioned by Mr. Peterson. An engineering staff was also mentioned by Mr. Peterson and Mayor Wilson. Councilmember Conyers questioned the timeframe for the total project. Mr. Peterson replied three years hopefully, but needs to know funds are available to begin projects. Council President Burrell responded if we can pay off debt over six years; we could pay for these improvement projects instead of debt.

Mr. Peterson brought up background checks and questioned if there was a way to make less strict. Chief Petties stated since 9/11 we have been working with the Department of Homeland Security. These policies were set by them and we are following these. Chief Petties commented felons have been found through the background checks and have not been hired. Chief Petties suggested Mr. Peterson meet with him regarding background checks.

- Councilmember Boone mentioned the Harbor Board meeting and stated the presentation by Lynn Maser and Drew Craze was very nice.
- Councilmember Brown mentioned the Financial Advisory Committee working on the Police Jurisdiction; and the Pedestrian and Bicycle Committee working on Complete Streets and announced there will be bike valet parking for Fairhope Arts and Crafts Festival. He said the Education Advisory Committee was working on the Special Tax District.
- Councilmember Conyers said the Historic Preservation Committee was working on a "White Sheet;" the Fairhope Environmental Advisory Board discussed Tatumville Subdivision and retention pond property; and he mentioned the Library Board has a budget of \$815,000.00 and gives back services of \$8.55 million.
- Public Works Director Richard Johnson addressed the City Council and mentioned the following items: Street paving project; update on pier repairs; and rearranging parking on Johnson Avenue and using publicity campaigns.
- Chief Ellis addressed the City Council and said the department had 109 calls in January. He said they have applied for a grant to update their air packs.
- Community Affairs Director Sherry-Lea Botoop addressed the City Council and gave an update on grants. She handed out a spreadsheet for all grants which should the funding source and match by the City. Ms. Botoop said the City received the Pump Out Grant for the marina; and mentioned the Technical Assistance Grant that is also helping with the marina. She also mentioned Hazard Mitigation Funding; and the Restore Act Grant.

Work Session
Thursday, 15 February 2018
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There being no further business to come before the City Council, the meeting was duly adjourned at 5:57 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Dredging of Slips and Basins – Fairhope Docks
Summary of Findings – R.D. Johnson, PE

USACE Nationwide Permit #35

Verbiage - 35. Maintenance Dredging of Existing Basins. The removal of accumulated sediment for maintenance of existing marina basins, access channels to marinas or boat slips, and boat slips to previously authorized depths or controlling depths for ingress/egress, whichever is less. All dredged material must be deposited and retained in an area that has no waters of the United States unless otherwise specifically approved by the district engineer under separate authorization. Proper sediment controls must be used for the disposal site. (Authority: Section 10)

Notes:

1. Self-Certifying Permit – good for 5 years
2. Non-Reporting NWP
3. Must meet all General Conditions
4. No Preconstruction Notice
5. No Letter of Authorization
6. Controlling depths for ingress/egress – main channel Permit (Yacht Club) -8.0 feet below Mean Lower Low Water Level (MLLWL)
7. ACAMP Applies – see below

ACAMP -

The Alabama Coastal Area Management Program (ACAMP) was developed by the state of Alabama in accordance with the passage and codification of the 1976 Alabama Coastal Area Act (Act No. 534) in order to manage certain land and water activities within the Alabama Coastal Area (Coastal Area).

The ACAMP is implemented by two state agencies: the Alabama Department of Conservation & Natural Resources (ADCNR) and the Alabama Department of Environmental Management (ADEM). ADCNR is responsible for administration, planning, and public engagement functions, while ADEM is responsible for permitting, monitoring, and regulatory functions. Under its regulatory authority, the ADEM reviewed - for consistency with the ACAMP - each of the below referenced new, modified, and reissued NWPs which were advertised in the 06 January 2017 publication of the Federal Register.

The NWPs listed below have been determined by the ADEM, based on their scope or nature, not to have a significant impact on coastal resources when implemented in accordance with the specific conditions described herein and are therefore categorically certified to be consistent with the ACAMP - pursuant to ADEM Administrative Code 335-8- 1-.03(4).

ADEM U.S. Army Corps of Engineers 2017 Nationwide Permits (NWPs) Program –

Nationwide 35 - Maintenance Dredging of Existing Basins

- A. Dredged material shall be placed in an upland disposal area and properly contained to prevent reentering the waterway or wetlands unless specifically authorized by other approved permits or exemptions.
- B. The permittee shall obtain all appropriate authorizations required by the ADCNR-SLD prior to commencement of activities that would impact or be located over State-Owned Submerged Lands.

Dredging of Slips and Basins – Fairhope Docks
Summary of Findings – R.D. Johnson, PE

Spoils – What to do with the Material?

1. Dewater and Landfill
 - a. ADCNR may levy a charge per cubic yard – historically \$2.50/CY
 - b. City would either pay to haul or haul with PW equipment and forces
 - c. Material would be acceptable landfill cover
2. Seek a GENERAL PERMIT FOR MINOR STRUCTURES AND ACTIVITIES WITHIN THE STATE OF ALABAMA - U.S. ARMY CORPS OF ENGINEERS
 - a. Dredge spoils could be dewatered and deposited on the beach to build up the shoreline
 - b. ADCNR may levy a charge per cubic yard for relocation – historically \$1.25/CY
 - c. Material may be unsuitable for beach re-nourishment – silts, fines, clays and colored soils would not be allowed under a General 10
 - d. Must stay compliant with General 10 requirements below

ALG10-2011 - LIVING SHORELINES GENERAL PERMIT (Authority: Sections 10 and 404):

This general permit provides for the preservation and restoration of dunes, beaches, wetlands, submerged grassbeds, protection and propagation of essential fish habitat, shoreline restoration and nourishment. Due to the dynamic and variable nature of various shoreline types, to the maximum extent possible, shoreline stabilization shall be accomplished by the establishment of vegetation communities representative of the targeted habitat. Some situations may be inadequately stabilized using established vegetation, such that, additional amendments may not be warranted. Reef and/or breakwater construction, when used in conjunction with living shorelines principals or other means to encourage shoreline enhancement or restoration, shall incorporate construction design(s) to address natural sediment transport and promote low wave energy abatement and shall not create a navigational hazard. Structures should be limited in size but provide adequate protection needed in high energy environments without causing adverse impacts to surrounding properties or resources. In some cases, hydrologic studies may be required prior to permit issuance. This general permit does not authorize land reclamation activities.

Protection Location (ALG10): Protection locations for living shorelines may extend from the existing shoreline at MHW and extend water-ward. Authorizations for project locations, including reef construction, are dependent upon site conditions, project purpose and appropriate coordination and authorization from other jurisdictional agencies.

Protection fronting Wetlands and Sensitive Habitats (ALG10): No wetlands shall be filled, although protection may be provided for wetland areas as long as the wetlands are not otherwise adversely impacted. If the area or any portion to be protected is a wetland:

- No fill will be placed in wetland areas;
- The shore protection device must be designed to allow the normal hydrologic regime to be maintained in wetland areas; and
- If scarping has occurred due to scour or scalloping, fill discharges shall be limited to the minimum yardage necessary to achieve adjacent wetland elevation. Detached breakwaters should contain an appropriate number of gaps to ensure adequate tidal flushing and shoreline habitat access for marine and terrestrial organisms.

Dredging of Slips and Basins – Fairhope Docks
Summary of Findings – R.D. Johnson, PE

Types of Protection (ALG10):

- Oyster Shell and Oyster Shell Support Structures: Oyster shell quantity and placement shall be limited to the minimum amount necessary to achieve stabilization. Oyster shell shall be placed in a manner to prevent its migration to surrounding areas (i.e., bagged oyster shell, Hesco barriers, reef balls, and reef cradles) and should be placed on a stable substrate to avoid sinking. Reef profile should be high enough to avoid siltation of shells.
- Concrete: Cured concrete used in fabricated units specifically designed for artificial reefs or rubble razed from buildings, sidewalks, roadways and bridges may be used in reef construction provided it is clean of solid waste and other construction debris. “Green” or uncured concrete is not authorized as it may be toxic to some aquatic organisms.
- Natural Materials: Natural materials, including downed trees, root wads, limbs, brush, may be used in low velocity areas to provide short-term shoreline protection during marsh restoration and enhancement activities provided it is not placed in a way to cause adverse impacts to surrounding properties or resources. Chemically treated, processed lumber is not authorized for use in this application.
- Riprap: Only clean riprap material free of exposed rebar, asphalt, plastic, soil, etc., may be used. Riprap may be authorized to augment other protection methods. Note: If a channel is being protected by riprap, the backfill is limited to one (1) cubic yard per linear foot for each side. There is no limit to the linear feet of shoreline or bank that may be protected by installation of riprap. Use of appropriate filter fabric is required. Riprap materials, pervious interlocking brick systems, filter mats, and other similar stabilization methods should be utilized in lieu of vertical seawalls and bulkheads wherever feasible.
- Other: Other shoreline protection devices and reef construction materials shall be evaluated on a case-by-case basis prior to being authorized for use.

Submerged Grassbeds: Prior to permit issuance and/or placement of structures, project locations within areas with conditions which may support submerged grassbeds or areas where submerged grassbeds have historically been known to occupy may be subject to an submerged grassbeds survey. With the exception of rhizome cross-sectional surveys, submerged grassbed surveys must be conducted not earlier than the first of June or later than the end of September.

Invasive Species (ALG10): The shoreline shall be monitored for presence of invasive or undesirable species for the life of the project. These species shall be removed upon discovery and the area replanted with desired target community vegetation to discourage future re-infestation.

Coordination with ADCNR (ALG10): Authorization from the ADCNR is required for land reclamation activities. In some cases, ADCNR-State Lands Division may require a separate permit, riparian easement and/or fees for the proposed activity. Shoreline accretion resulting from permitted activities undertaken by use of the general permit may not result in a change in property boundaries. Project coordination with ADCNR is the permittee’s responsibility.

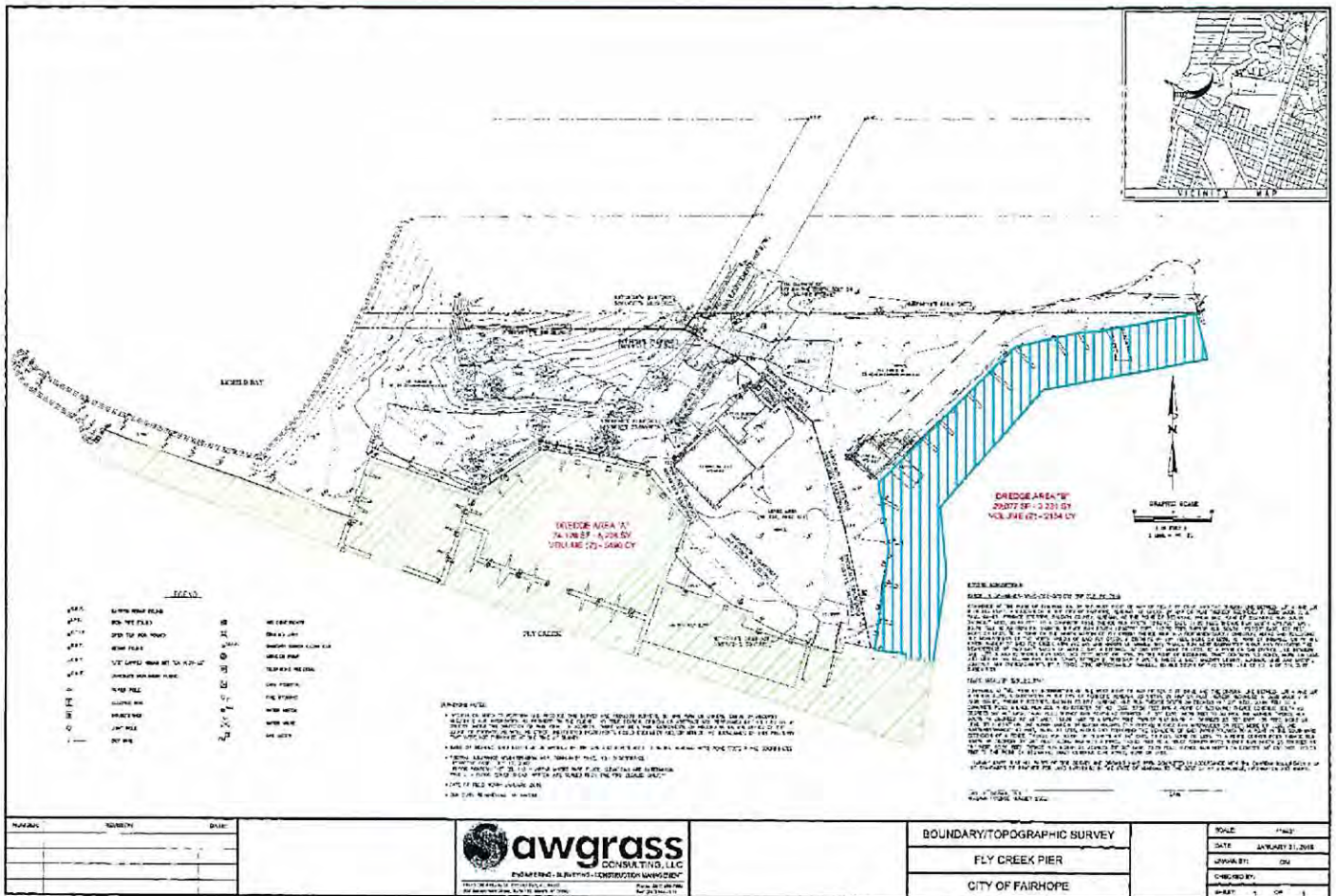
Coordination with SHPO (ALG10): Coordination with the Alabama Historical Commission is required to ensure no impacts will occur to historic entities or other items which may be of historic significance.

Dredging of Slips and Basins – Fairhope Docks Summary of Findings – R.D. Johnson, PE

Markers and Signage (ALG10): All constructed shorelines and reef complexes must display proper signage, markers and/or lighting to inform waterway users of their presence and in accordance with the United States Coast Guard.

Exclusions (ALG10): This permit does not authorize (1) placement of fill in wetlands; (2) ancillary structures such as wing walls, groins, jetties, or any solid structures roughly perpendicular to the shore or bank; (3) activities which result in land reclamation; (4) activities constructed for the purpose of land reclamation; (5) an activity which creates a hazard to navigation; and (6) loose or bagged oyster shell can only be used in areas classified as “Conditionally Approved” by the Alabama Department of Public Health.

Conceptual Dredge Areas:



Conclusions:

NWP 35 can be engineered “in house”. However, we would not have the availability to “quality soundings” and would be guessing as to actual spoil volumes. The General 10, is somewhat more complex, but could be engineered and permitted by staff. However, if these permitting and planning activities could be outsourced at a cost not to exceed \$5,000.00 it may be the best value for the City based on time and resources. If the spoil material is of poor quality, the General 10 and the deposition of spoils on the beach would be a wasted exercise in time and resources.



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
MOBILE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 2288
MOBILE, AL 36628-0001

CESAM-RD-A
PUBLIC NOTICE NO: SAM-2017-00647-APS

August 2, 2017

JOINT PUBLIC NOTICE
U.S. ARMY CORPS OF ENGINEERS AND
STATE OF ALABAMA
DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

**MAINTENANCE DREDGING FOR NAVIGATION AND PLACEMENT OF FILL MATERIAL
ON THE WATERBOTTOMS OF EAST MOBILE BAY IN CONJUNCTION WITH A LIVING
SHORELINE (BEACH RENOURISHMENT) PROJECT**

TO WHOM IT MAY CONCERN:

This District has received an application for a Department of the Army permit pursuant to Section 10 of the River and Harbor Act of 1899 (33 USC 403), and Section 404 of the Clean Water Act (33 USC 1344). Please communicate this information to interested parties.

**APPLICANT: Fairhope Yacht Club
Attention: Mr. Ellis Ollinger
Post Office Box 1327
Fairhope, Alabama 36533**

**AGENT: EcoSolutions, Incorporated
Attention: Mr. Tom Hutchings
Post Office Box 361
Montrose, Alabama 36559**

LOCATION OF WORK: The proposed project is located in the waters of East Mobile Bay near the mouth of Fly Creek, 101 Volanta Avenue, Sections 8 and 37, Township 6 South, Range 2 East, Latitude 30.543024° North, Longitude 87.904835° West, Fairhope, Baldwin County, Alabama.

PROJECT PURPOSE: This project has a dual overall purpose, which is to dredge a previously dredged channel from the mouth of Fly Creek into East Mobile Bay to allow continued navigational access to Fly Creek; and construct a living shoreline utilizing a sand fill/beach renourishment concept to decrease beach erosion, increase property value and tax revenue.

PROPOSED WORK: Overall Project Dredging Description: The applicant proposes to dredge approximately 18,484 cubic yards of sand and silt from a 176,000-square-foot (4.04 acre) area utilizing hydraulic dredging methods. An 80-foot wide by 800-foot long channel segment (Stations 0+00 to 8+00) and a 160-foot wide by 700-foot long segment of the channel (Stations 8+00 to 15+00) are proposed to be dredged from the mouth of Fly Creek in a westerly direction into Mobile Bay. This channel has historically been included as a part of a federal dredging project for Mobile Bay. The proposed project would be completed in several phases as funds become available. This evaluation includes only Phase 1 of the proposed overall project. At this time, any additional phases are speculative and therefore, cannot be addressed in this notice.

Maintenance Dredging (Phase 1): The first phase of the project would include the maintenance dredging of Stations 15+00 to 12+00 (300 linear feet of channel). This portion of the channel is nearest the mouth of Fly Creek. The volume of dredged material proposed to be removed during the first phase is 5,051 cubic yards. This material would be removed from a 48,000-square-foot (1.10 acre) area to achieve a depth of 9 feet below Mean High Water (MHW) [8 feet below Mean Low Water (MLW)]. The spoil material would eventually be utilized as fill material for the living shoreline portion of the project.

Dewatering (Phase 1): Prior to utilization of the material for the living shoreline, the spoil material would be placed in a 255-foot long by 40-foot wide (10,200 square feet or 0.23 acre) dewatering area located parallel to the shoreline in an upland area 5 feet landward of the MHW line. The material would be contained in the dewatering area by an earthen berm that would be 3-foot-tall and 10 feet wide at the toe. The area would be excavated to a depth of 4 feet below the current ground surface elevation to achieve a total depth of 7 feet. Material excavated to achieve the 7-foot depth would be utilized to construct the berm surrounding the dewatering area. Plastic sheeting would be placed under the outfall of the dewatering pipe to prevent erosion that may be induced by the release of outfall water. It is anticipated that the dewatering area would be filled and emptied approximately 4 times during the first phase of the project. The dewatered sand and silt would be mechanically moved from the dewatering area to the living shoreline area.

Living Shoreline (Phase 1): Phase 1 of the living shoreline project would be located along the existing shoreline south of the southern jetty lining the Fly Creek channel confluence with Mobile Bay. The Phase 1 living shoreline area is proposed to be 350 feet long, extend 60 to 100 feet waterward of the natural MHW line. It would cover a total of 28,400 square feet (0.65 acre), but only 24,050 square feet (0.55 acre) of the 28,400 square feet would be below the MHW line. All of the 5,051 cubic yards of dredged material from the first phase of dredging is proposed to be utilized for the Phase 1 Living Shoreline project after dewatering with 3,144 cubic yards placed below MHW. No soft (e.g. vegetation) or hard structures (e.g. headland breakwaters, offshore breakwaters, low profile sills, riprap, etc.) are proposed to contain the dredged fill material proposed to be placed for the living shoreline project. Turbidity curtains would be utilized while actively placing the material.

All work is proposed to be conducted in accordance with the enclosed plans and drawings.

ALTERNATIVES ANALYSIS: The applicant has not yet identified alternatives considered when determining the proposed design. The U.S. Army Corps of Engineers (USACE), Mobile District, has not verified the adequacy of the applicant's alternatives analysis at this time.

AVOIDANCE AND MINIMIZATION: The applicant has not yet identified measures they have taken to avoid and/or minimize impacts of their proposed activities. The USACE, Mobile District, has not verified the adequacy of the applicant's avoidance and minimization efforts at this time.

COASTAL ZONE MANAGEMENT AREA CONSISTENCY: The applicant has applied for a consistency determination/certification from the State of Alabama in accordance with the State's Coastal Area Management Program, and upon completion of the required advertising by the State, a consistency determination would be made by the Alabama Department of Environmental Management (ADEM).

WATER QUALITY: The applicant has applied for a certification from the State of Alabama in accordance with Section 404(a)(1) of the Clean Water Act. Upon completion of the required advertising by the State, a water quality certification determination would be made by the ADEM.

HISTORIC PROPERTIES/CULTURAL RESOURCES: In accordance with Section 106 of the National Historic Preservation Act and Appendix C of 33 CFR 325, the undertaking defined in this notice is being considered for the potential to affect cultural and historic properties within the permit area. Although the extent of federal control and responsibility for these considerations are confined to the limits of the permit area for this particular project, the potential indirect effects that may occur to historic properties as a result of the this undertaking are also being considered. It has been determined by USACE that there is no potential to affect cultural resources or historic properties within the maintenance dredging area and the dewatering site area. However, we are seeking comments from the State Historic Preservation Officer (the Alabama Historical Commission), Federally-recognized American Indian tribes, local historical societies, museums, universities, the U.S. Department of the Interior, National Park Service, Division of Archeological Services and concerned citizens regarding the existence or the potential for existence of significant cultural and historic properties within the living shorelines permit area only. The USACE, Mobile District, has not yet made a determination of potential effects that the project would have on cultural or historic resources within the living shorelines permit area.

THREATENED AND ENDANGERED SPECIES: The following species, listed by the U.S. Fish and Wildlife Service (USFWS) as being either threatened or endangered, are found within Baldwin County, and may be located within the Bon Secour Bay (HUC 031602050300) and Fly Creek (HUC 031602050205) watersheds, in which the project is located: Florida manatee (*Trichechus manatus*) (T), wood stork (*Mycteria americana*) (E),

green sea turtle (*Chelonia mydas*) (T), Kemp's Ridley sea turtle (*Lepidochelys kempii*) (E), loggerhead sea turtle (*Caretta caretta*) (T), Alabama red-bellied turtle (*Pseudemys alabamensis*) (E), eastern indigo snake (*Drymarchon couperi*) (T), and the gulf sturgeon (*Acipenser oxyrinchus desotoi*) (T).

The permit area for this project does not intersect with any designated critical habitat areas. Preliminary review of this application and the U.S. Department of the Interior's List of Endangered and Threatened Wildlife and Plants indicate that the proposed activity would have no effect on the wood stork (*Mycteria americana*), Alabama red-bellied turtle (*Pseudemys alabamensis*), or eastern indigo snake (*Drymarchon couperi*). It has also been preliminarily determined that the activities proposed may affect, but are not likely to adversely affect the Florida manatee (*Trichechus manatus*), green sea turtle (*Chelonia mydas*), Kemp's Ridley sea turtle (*Lepidochelys kempii*), loggerhead sea turtle (*Caretta caretta*), and the gulf sturgeon (*Acipenser oxyrinchus desotoi*). This determination is being coordinated with the USFWS via this Public Notice.

ESSENTIAL FISH HABITAT: This notice initiates the Essential Fish Habitat (EFH) consultation requirements of the Magnuson-Stevens Fishery Conservation and Management Act. The proposal would potentially impact approximately 1.65 acre of water bottoms utilized by various life stages of various marine species. The EFH habitat considered consists of the estuarine water column and substrate. There are no highly productive EFH complexes such as subaquatic vegetation, submersed grassbeds, or emergent wetlands within the review area. Our initial determination is that the proposed action would not have a substantial adverse impact on EFH or federally managed fisheries. Our final determination relative to project impacts and the need for mitigation measures is subject to review by and coordination with the National Marine Fisheries Service and/or U.S. Department of Interior, USFWS.

MITIGATION: No mitigation is proposed for this project.

COMMENTS: This public notice is being distributed to all known interested persons in order to assist in developing facts on which a decision by the USACE, Mobile District, can be based. The USACE is soliciting comments from the public; from Federal, State, and local agencies and officials; from American Indian Tribes; and from other interested parties in order to consider and evaluate the impacts of this proposed activity. For accuracy and completeness of the record, all data in support of or in opposition to the proposed work should be submitted in writing setting forth sufficient detail to furnish a clear understanding of the reasons for support or opposition.

Any comments received would be considered by the USACE to determine whether to issue, modify, condition or deny a permit for this proposal. To make this decision, comments are used to assess impacts on endangered species, historic properties, water quality, general environmental effects, and the other public interest factors listed above. Comments are used in the preparation of an Environmental Assessment and/or an Environmental Impact Statement pursuant to the National Environmental Policy Act.

Comments are also used to determine the need for a public hearing and to determine the overall public interest of the proposed activity.

Any person may request, in writing, within the comment period specified in this notice, that a public hearing be held to consider this application. Requests for public hearings shall state with particularity, the reasons for holding a public hearing.

The decision whether to issue a permit would be based on an evaluation of the probable impact, including cumulative impacts, of the proposed activity on the public interest.

That decision would reflect the national concern for both protection and utilization of important resources. The benefit which reasonably may be expected to accrue from the proposal must be balanced against its reasonably foreseeable detriments. All factors which may be relevant to the proposal would be considered, including the cumulative effects thereof; among those are conservation, economics, aesthetics, general environmental concerns, wetlands, cultural resources and historic properties, fish and wildlife values, flood hazards, floodplain values, land use, navigation, shoreline erosion and accretion, recreation, water supply and conservation, water quality, energy needs, safety, food and fiber production, mineral needs, and in general, the needs and welfare of the people.

Correspondence concerning this Public Notice should refer to Public Notice Number **SAM-2017-00647-APS** and should be directed to the District Engineer, U.S. Army Engineer District, Attention: Regulatory Division, Post Office Box 2288, Mobile, Alabama 36628-0001, with a copy to the ADEM, Coastal Section, 3664 Dauphin Street, Suite B, Mobile, Alabama 36608.

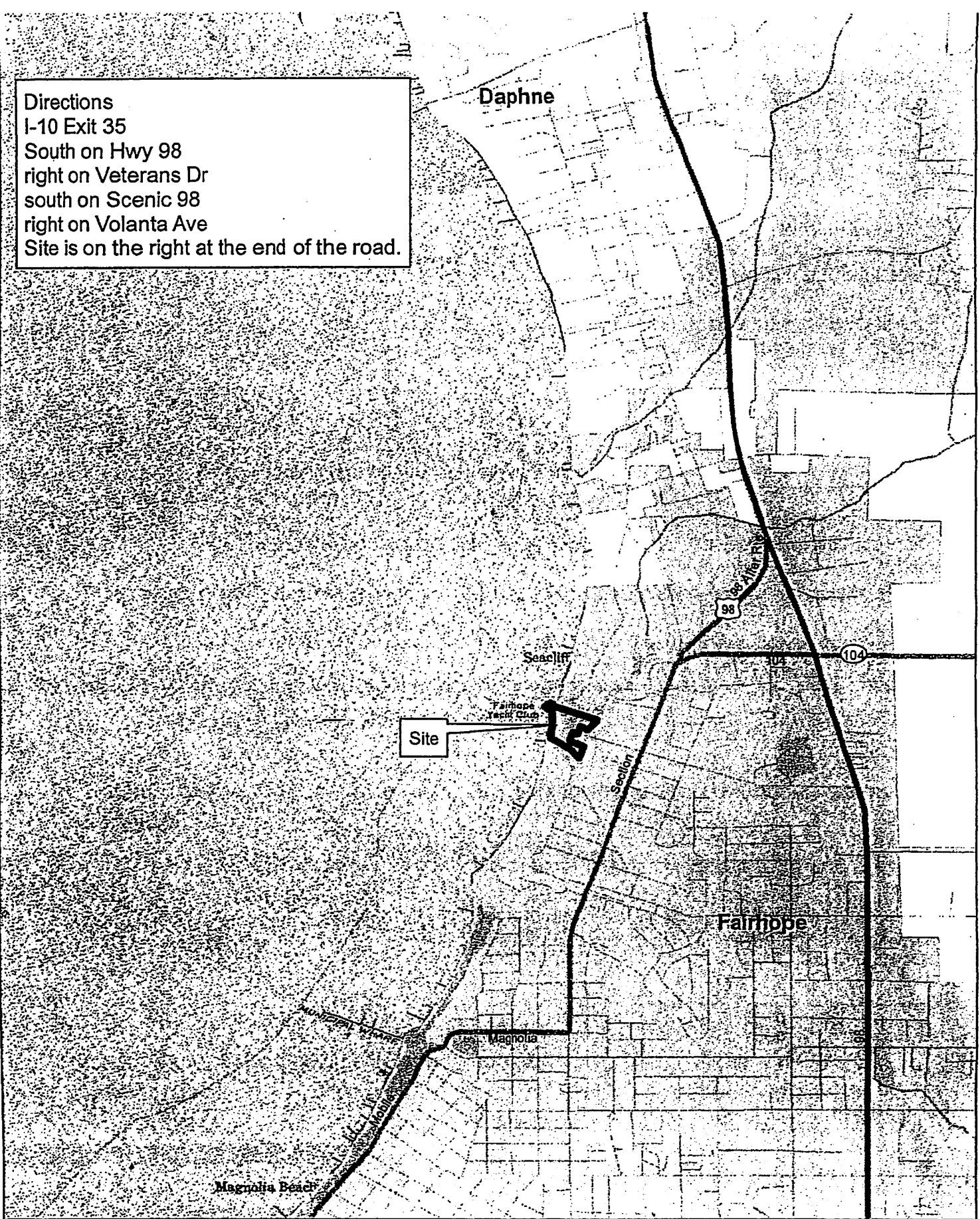
All comments should be received no later than 30 days from the date of this Public Notice. If you have any questions concerning this publication, you may contact the project manager, **Ms. Amiee P. Smith** at **(251) 694-3779** or via e-mail at **Amiee.P.Smith@usace.army.mil**. Please refer to the above Public Notice Number.

For additional information about our Regulatory Program, please visit our web site at www.sam.usace.army.mil/Missions/Regulatory.aspx.

MOBILE DISTRICT
U.S. Army Corps of Engineers

Enclosures

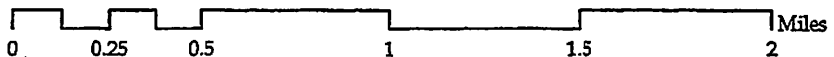
Directions
 I-10 Exit 35
 South on Hwy 98
 right on Veterans Dr
 south on Scenic 98
 right on Volanta Ave
 Site is on the right at the end of the road.



Project: Fairhope Yacht Club
 Applicant: Fairhope Yacht Club

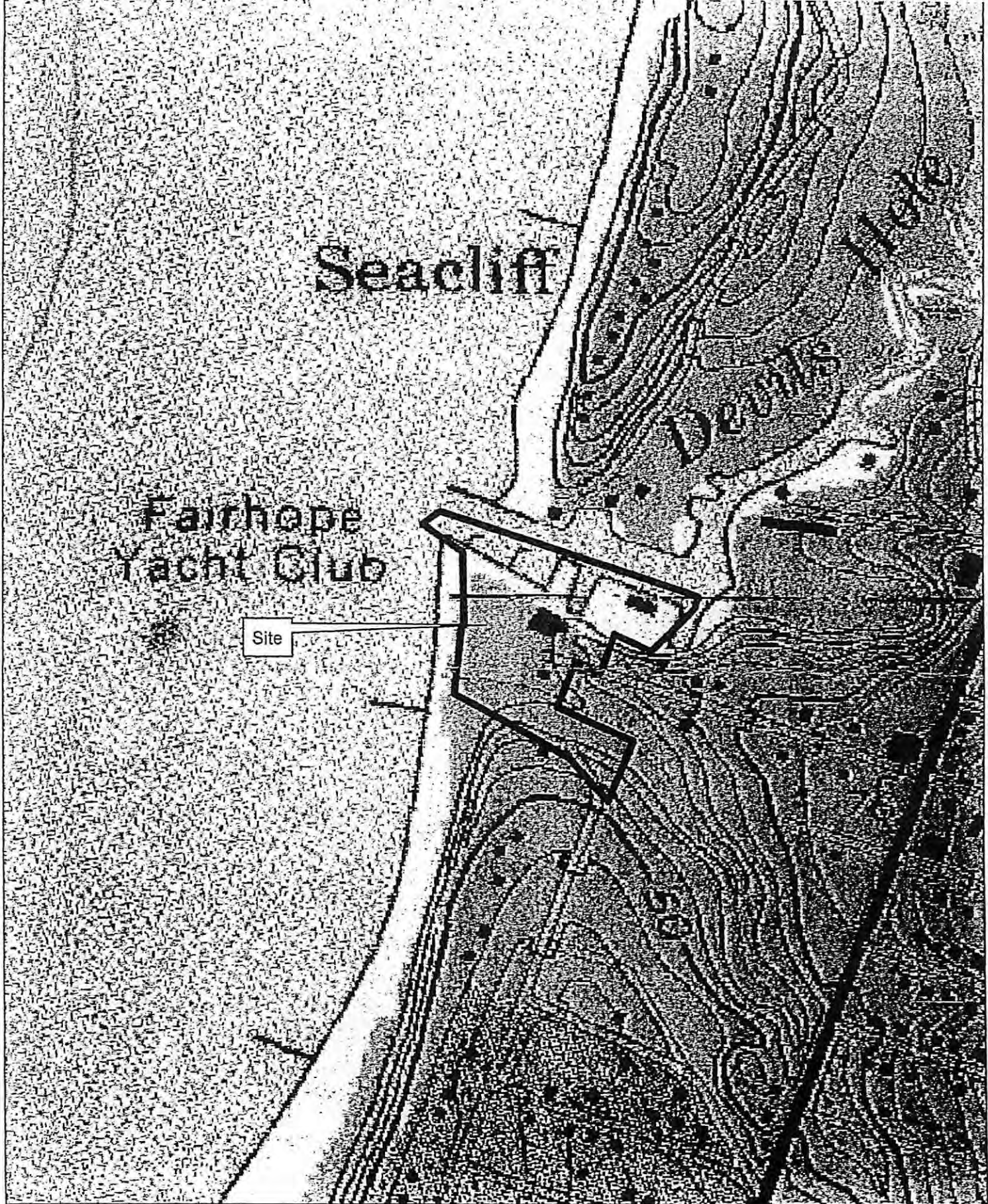
T-6-S, R-2-E, Sect. 17
 Fairhope, AL

1 inch = 0.5 miles



P.O. Box 361 Montrose, AL 36559
 Phone: 251-621-5006 Fax: 251-621-5058





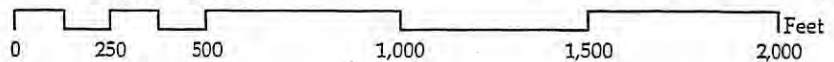
Project: Fairhope Yacht Club
Applicant: Fairhope Yacht Club

T-6-S, R-2-E, Sect. 17
Fairhope, AL
Topo: Daphne, AL



P.O. Box 361 Montrose, AL 36559
Phone: 251-621-5006 Fax: 251-621-5058

1 inch = 500 feet



2016 Google Aerial

016

Fly Creek

Mobile Bay

Fairhope Yacht Club

281 ft

Imagery D

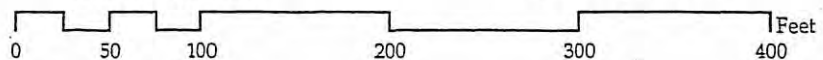


P.O. Box 361 Montrose, AL 36559
Phone: 251-621-5006 Fax: 251-621-5058

Project: Fairhope Yacht Club
Applicant: Fairhope Yacht Club

T-6-S, R-2-E, Sect. 17
Fairhope, AL
Topo: Daphne, AL

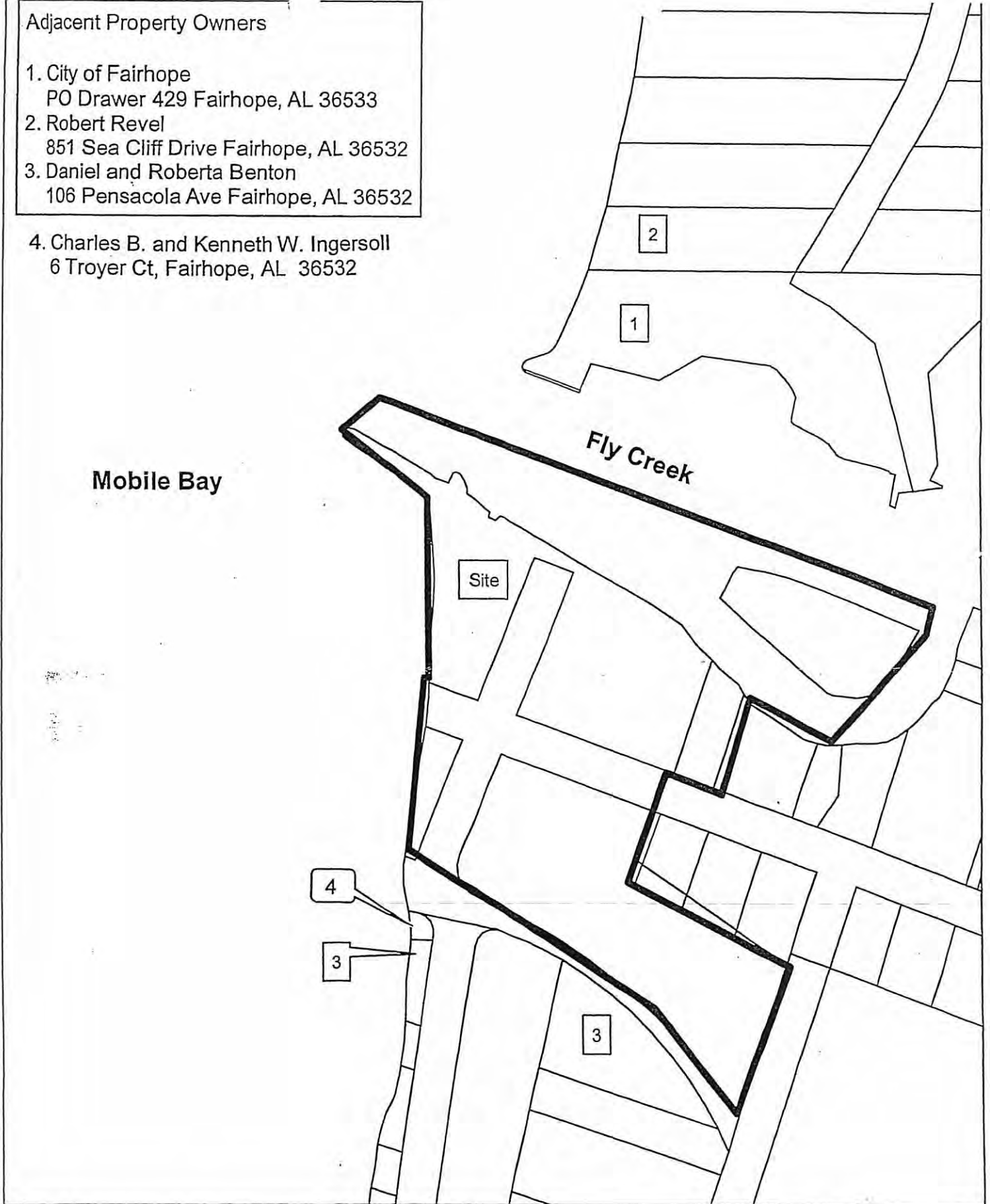
1 inch = 100 feet



Adjacent Property Owners

1. City of Fairhope
PO Drawer 429 Fairhope, AL 36533
2. Robert Revel
851 Sea Cliff Drive Fairhope, AL 36532
3. Daniel and Roberta Benton
106 Pensacola Ave Fairhope, AL 36532

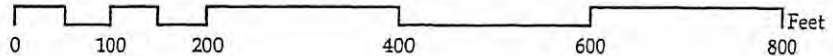
4. Charles B. and Kenneth W. Ingersoll
6 Troyer Ct, Fairhope, AL 36532



P.O. Box 361 Montrose, AL 36559
Phone: 251-621-5006 Fax: 251-621-5058

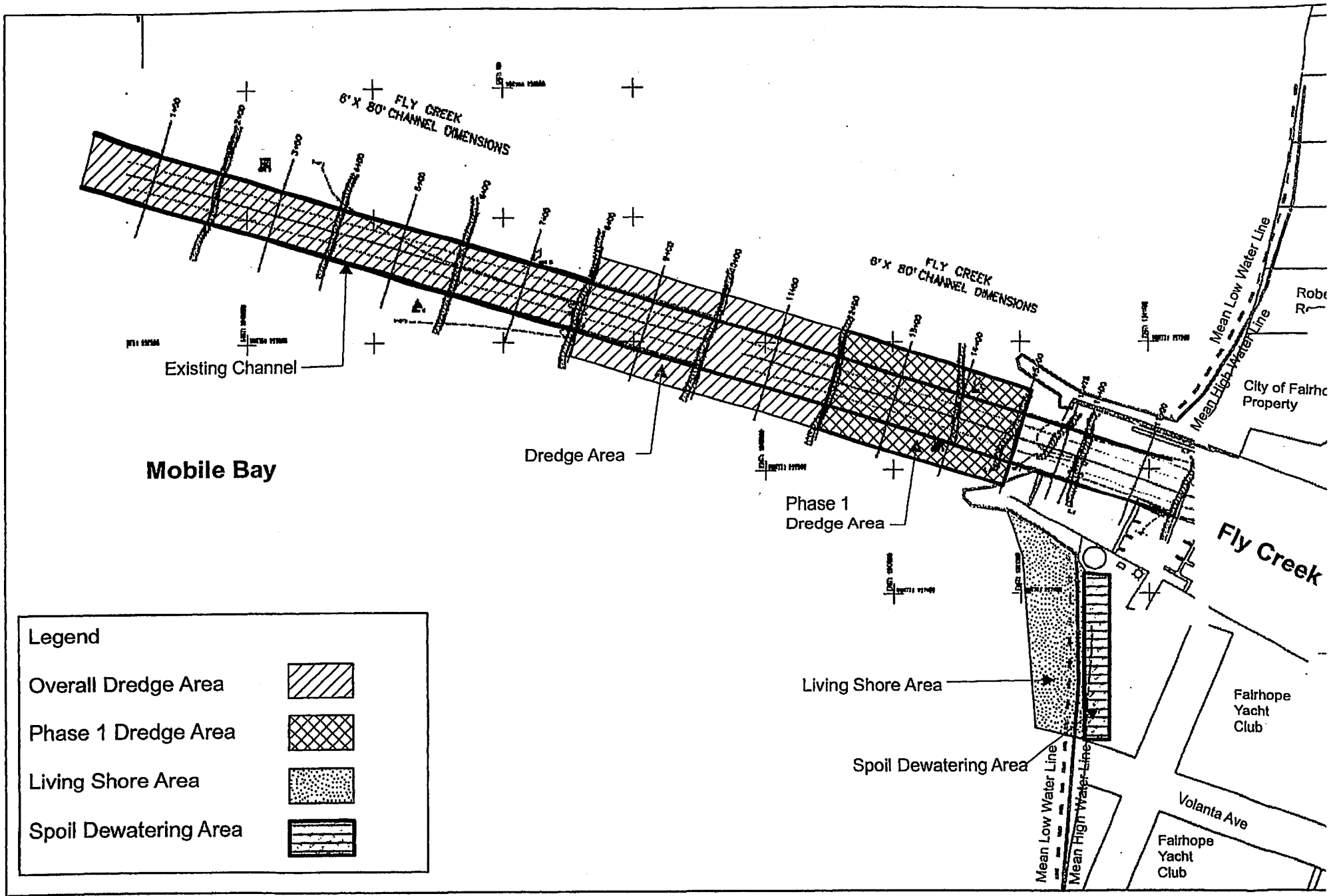
Project: Fairhope Yacht Club
Applicant: Fairhope Yacht Club

1 inch = 200 feet



T-6-S, R-2-E, Sect. 17
Fairhope, AL

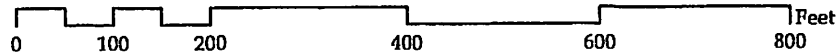




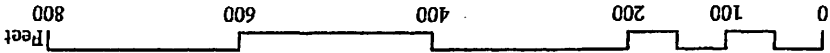
EcoSolutions
 ENVIRONMENTAL MEDIATION, MANAGEMENT & PLANNING
 P.O. Box 361 Montrose, AL 36559
 Phone: 251-621-5006 Fax: 251-621-5058

Fly Creek Channel
 Fairhope Yacht Club
 Overall Plan View

1 inch = 200 feet

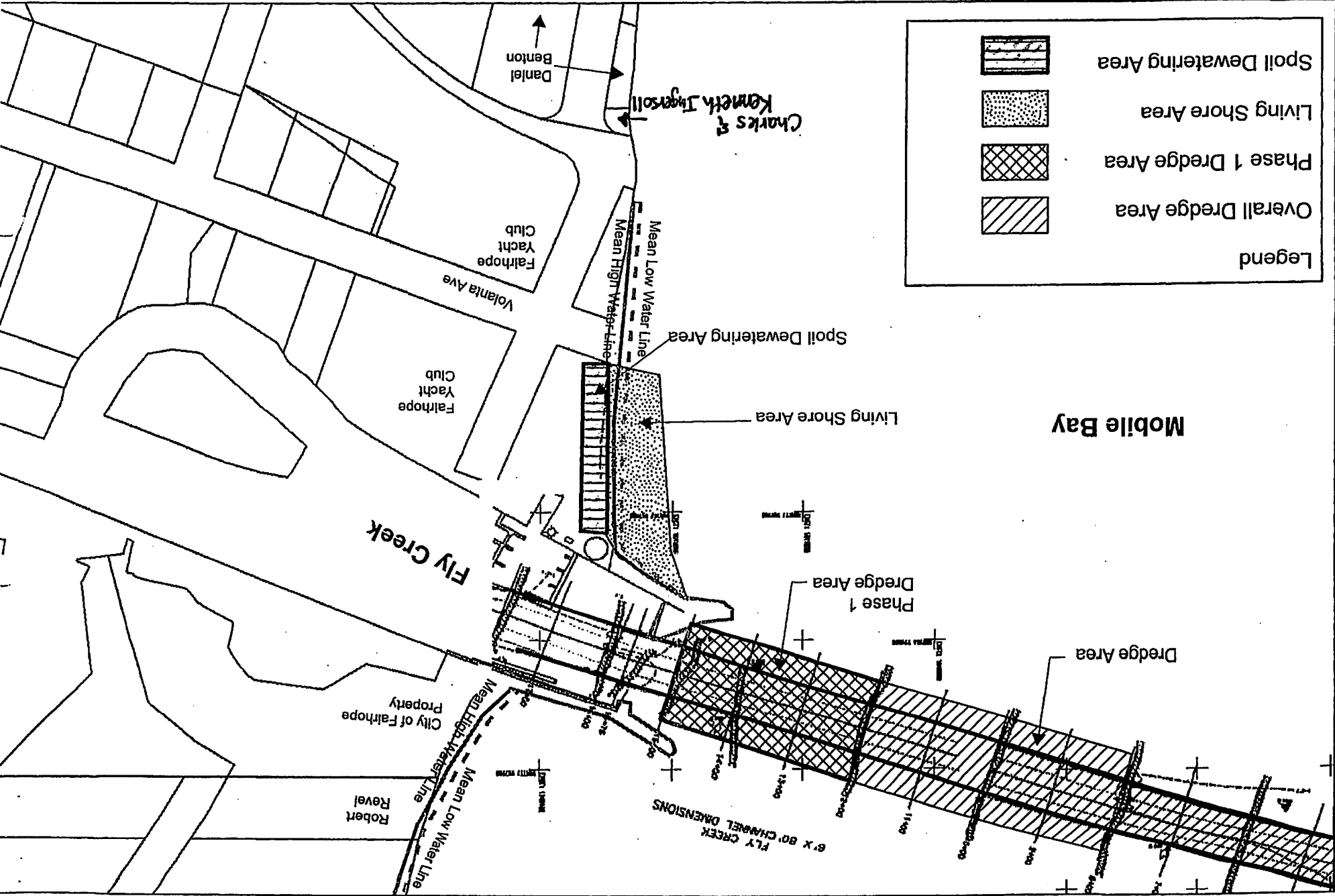
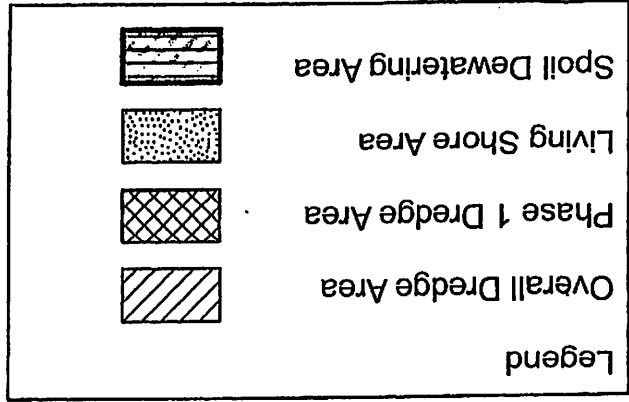


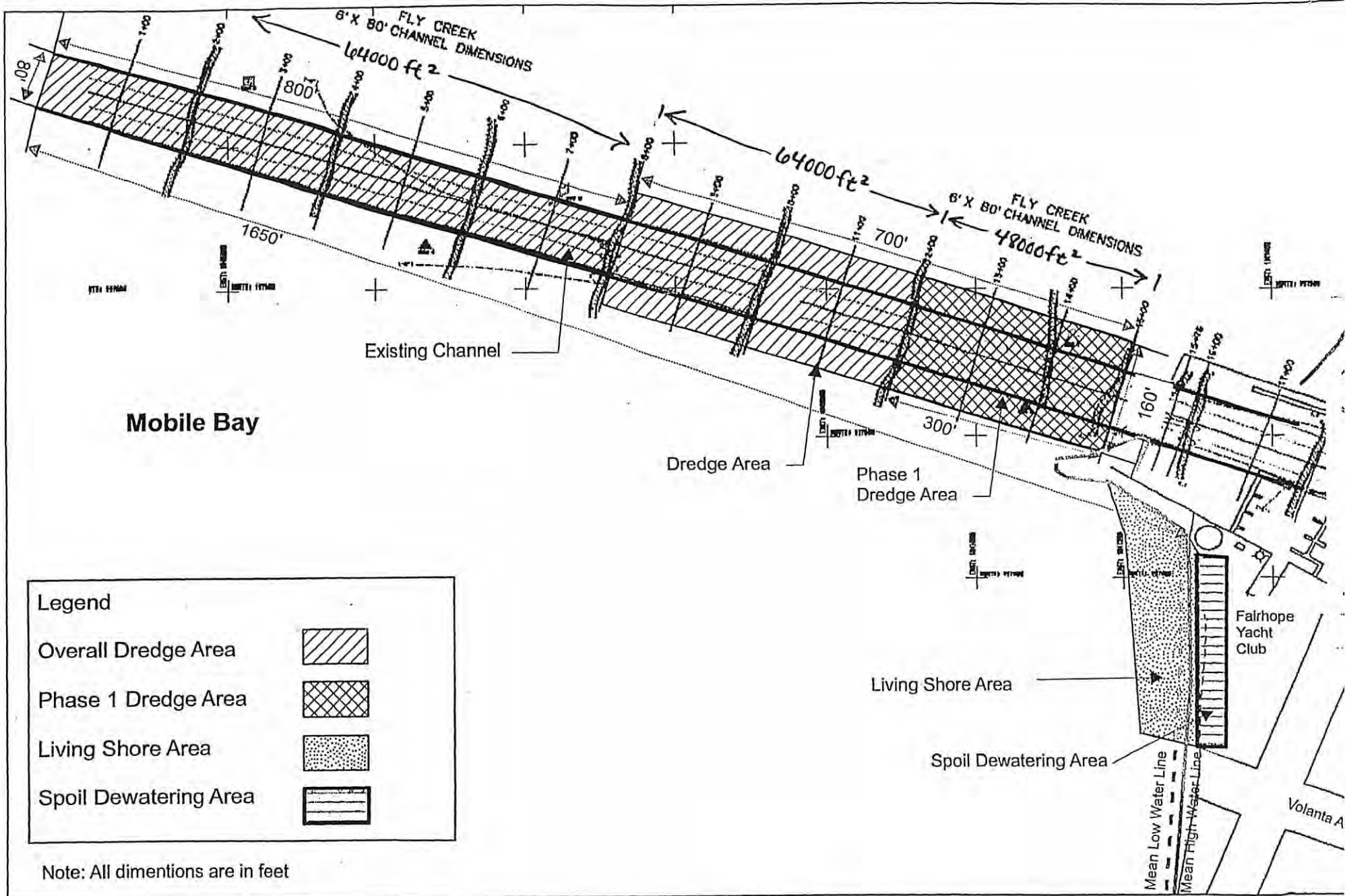
T-6-S, R-2-E, Sect. 17
 Fairhope, AL



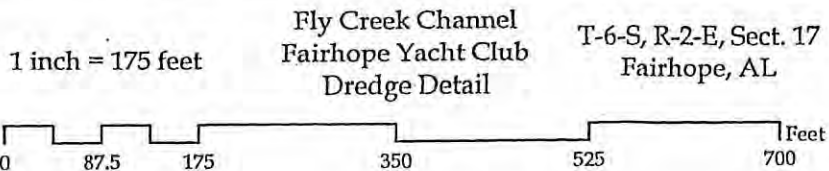
1 inch = 200 feet

T-6-S, R-2-E, Sect. 17
 Fairhope, AL





P.O. Box 361 Montrose, AL 36559
 Phone: 251-621-5006 Fax: 251-621-5058



- LEGEND**
- ARMY BUOY
 - RED MHW BUOY
 - GREEN CHM BUOY
 - RED GAS BUOY
 - GREEN GAS BUOY
 - RED BEACON
 - GREEN BEACON
 - RED DAY MARKER
 - GREEN DAY MARKER
 - CH SECTION BUOY
 - CHANNEL OBSTRUCTION
 - SURFACE VESSEL
 - ICE GAGE
 - RAVINE
 - WOODEN CELL
 - WOODEN DAMPEN
 - PILED
 - CH SECTION BUOY

DISCLAIMER

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Intention: The Government has provided this information and the results of any application of the data for other than the intended purpose. The Government is not responsible for the results of any application of the data for other than the intended purpose.

SCALE 1"=60'

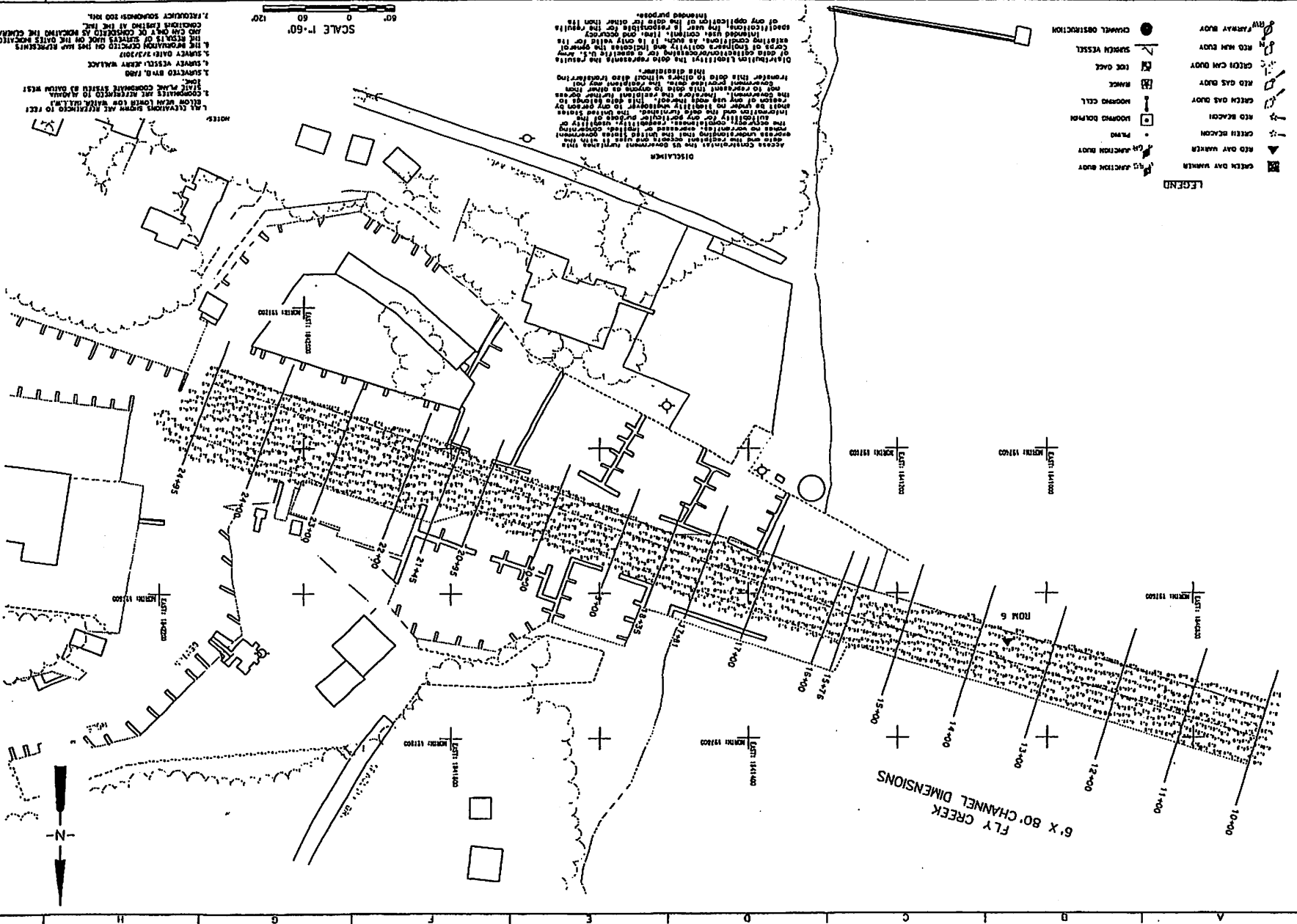
- NOTES**
1. ALL ELEVATIONS SHOWN ARE REFERRED TO RECT. MSL.
 2. COMPASSES ARE REFERRED TO MAGNETIC.
 3. BLOCK WORK LENGTH FOR WATER MAINS.
 4. SWIMWAY DATE: 7/24/2007
 5. SWIMWAY VESSEL: JERRY WALLACE
 6. SWIMWAY DATE: 7/24/2007
 7. FREQUENCY SOUNDERS: 200 MHz.

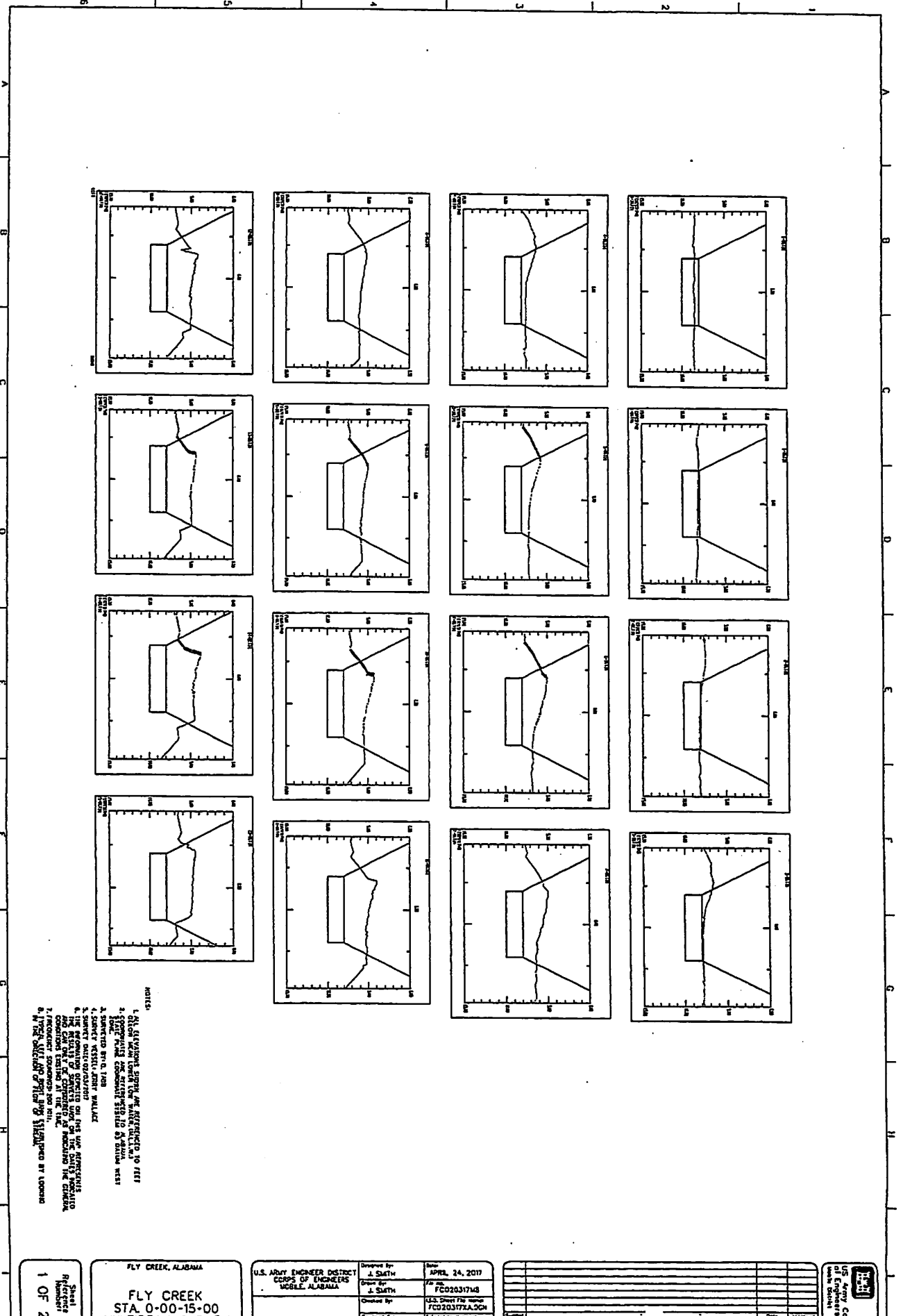
2 OF 2
 Sheet
 Reference Number

FLY CREEK, ALABAMA
 STA:10+00-24+95
 MULTIBEAM SURVEY

U.S. Army Engineer District	Mobile	Feb. 1, 2017
Chief of District	D. CARTER	
Project No.	10-1341000	
Contract No.		
Contractor		
Contract Value		

U.S. Army Corps of Engineers
 Mobile District





- NOTES:
1. ALL SURVEYING INSTRUMENTS AND EQUIPMENT USED IN THIS SURVEY WERE CALIBRATED AND FOUND TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE U.S. ARMY ENGINEER DISTRICT, MOBILE, ALABAMA.
 2. THE RESULTS OF THIS SURVEY WERE CHECKED BY THE DISTRICT ENGINEER, MOBILE, ALABAMA, AND FOUND TO BE CORRECT.
 3. THE RESULTS OF THIS SURVEY WERE CHECKED BY THE DISTRICT ENGINEER, MOBILE, ALABAMA, AND FOUND TO BE CORRECT.
 4. SURVEY VESSEL: JOHN WALKER
 5. SURVEY INSTRUMENTS: SODIPRO
 6. SURVEY TECHNICIAN: JAMES W. WALKER
 7. PROJECT: FLY CREEK MULTIBEAM SURVEY
 8. DATE: APRIL 24, 2017
 9. DRAWN BY: J. SMITH
 10. CHECKED BY: J. SMITH
 11. APPROVED BY: J. SMITH

Sheet
Number: 1 OF 2

FLY CREEK, ALABAMA
FLY CREEK
STA. 0+00-15+00
MULTIBEAM SURVEY

U.S. ARMY ENGINEER DISTRICT
CORPS OF ENGINEERS
MOBILE, ALABAMA

Drawn By:	J. SMITH	Date:	APRIL 24, 2017
Checked By:	J. SMITH	File No.:	FC020317H6
Approved By:	J. SMITH	U.S. Sheet File Number:	FC020317ZA.004
		Publication Number:	FC020317H6

Number	Date	Approved



SUMMARY OF VOLUME COMPUTATIONS

4/24/2017 8:35:53 AM

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BY: J. SMITH

sta. 0+00-15+00

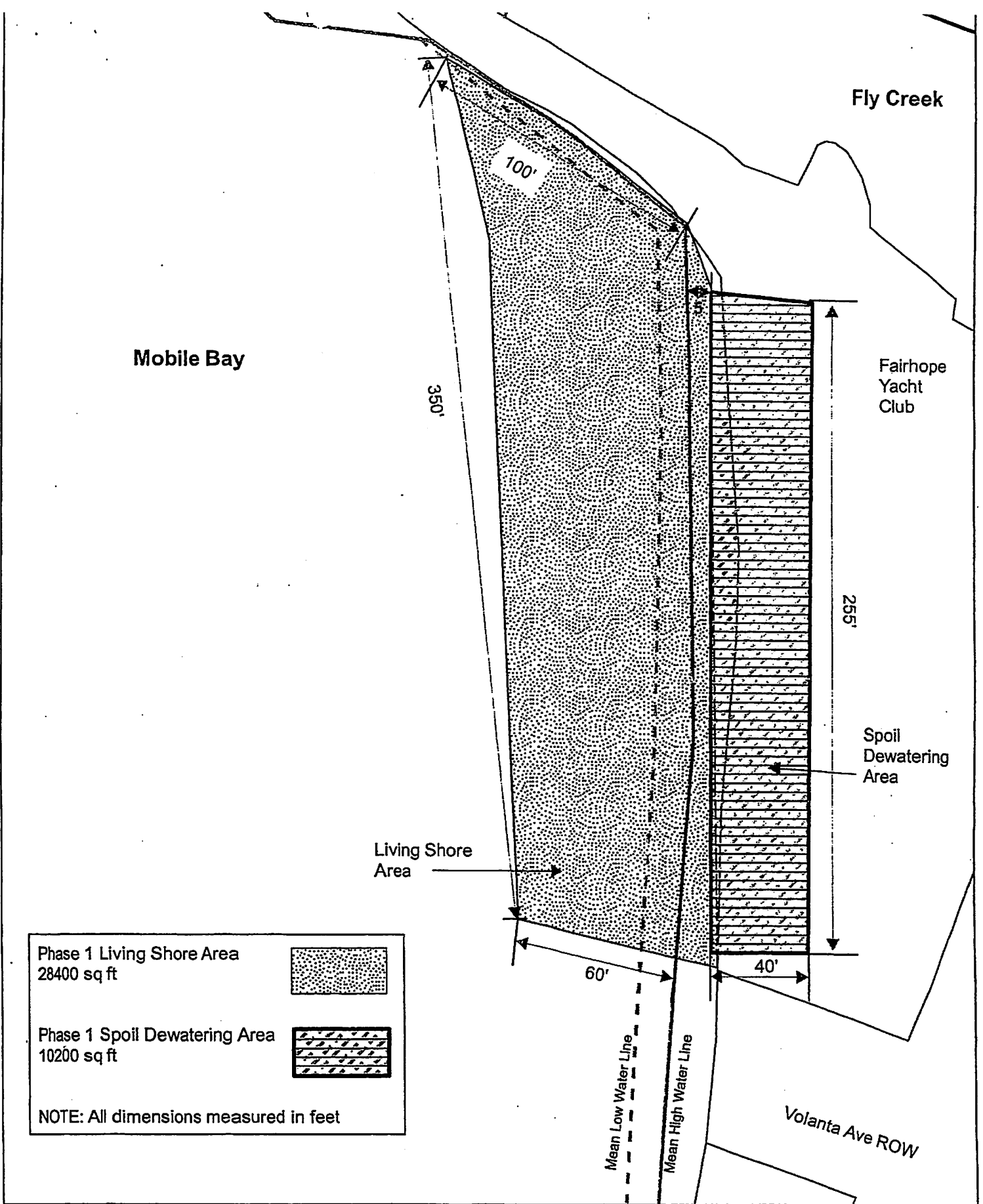
Surveyed: 02/03/2017

Project Depth: 8 Advance Maint: 0 Over Depth: 2

Left Slope: 5:1 Right Slope: 5:1

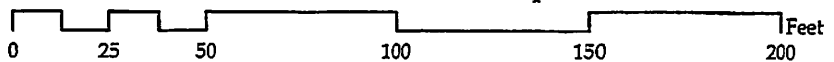
Original Data: 02/03/2017 Template Data: FC1.lnw AD Data:

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VOLUMES-----									
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0:									
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0:-----									
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0:									
8+00.TIN :	205:	365:	0:	159:					
0:-----									
						800:	1390:	0:	590:



P.O. Box 361 Montrose, AL 36559
 Phone: 251-621-5006 Fax: 251-621-5058

Fly Creek Channel
 Fairhope Yacht Club
 1 inch = 50 feet

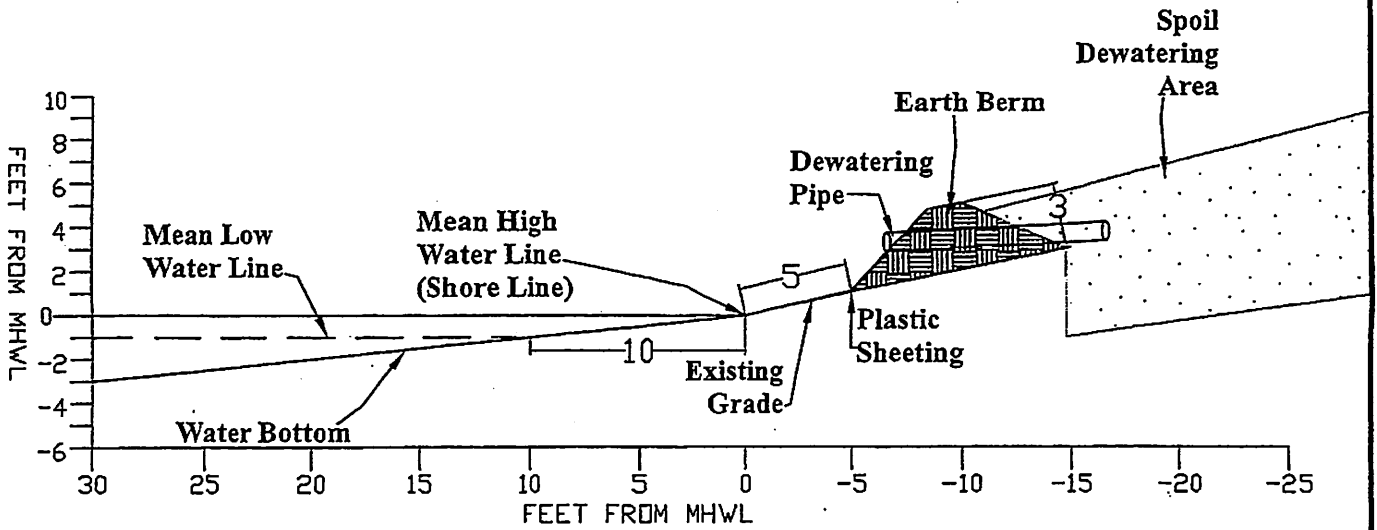


T-6-S, R-2-E, Sect. 17
 Fairhope, AL
 Spoil Plan View

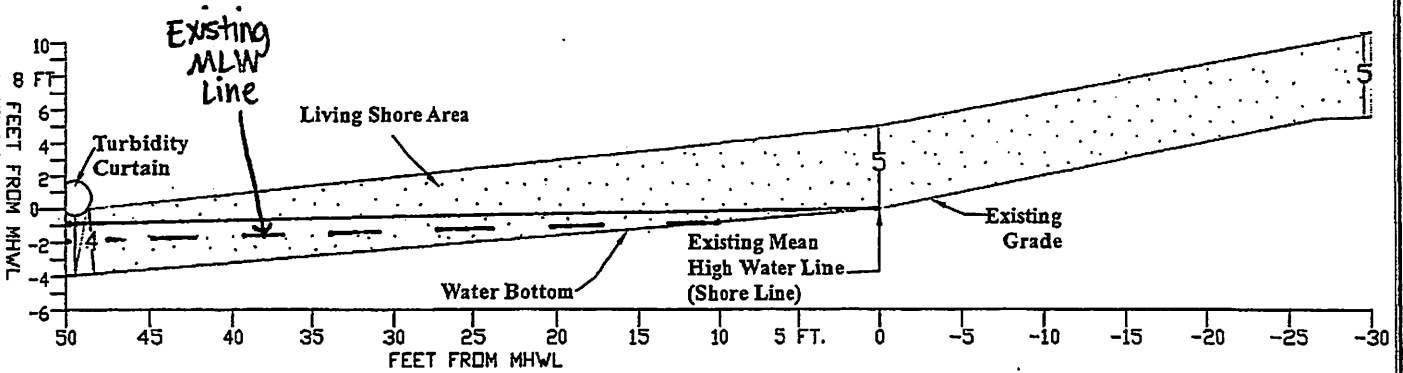
N



Typical Dewatering Cross-section



Typical Living Shoreline Cross-section



Legend

Phase 1 Dredge Volume = 5051 Cu Yd
 Phase 1 Dredge Area = 48000 Sq Ft

Earthen Berm

Phase 1 Living Shore Total Volume = 5051 Cu Yd
 Phase 1 LS Volume above MHWL = 1907 Cu Yd
 Phase 1 LS Volume below MHWL = 3144 Cu Yd

Living Shore Area

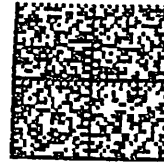
Phase 1 Living Shore Area = 28400 Sq Ft

FAIRHOPE YACHT CLUB PHASE 1 CROSS SECTIONS			
		P.O. BOX 361 MONTROSE, AL 36559 (251) 621-5006	
PREPARED FOR: Fairhope Yacht Club Volantia Street Fairhope, AL	DRAWN BY: L. Casaday	DATE OF LAST REVISION: 7/7/17	FILE: Fairhope Yacht Club Cross
CHECKED BY: T. Hutchings	SCALE: AS STATED		SHEET 2

file: Fairhope Yacht Club Cross 4.10.17.dwg

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, MOBILE
P. O. BOX 2228
MOBILE, ALABAMA 36628-0001
OFFICIAL BUSINESS
CESAM-RD-C

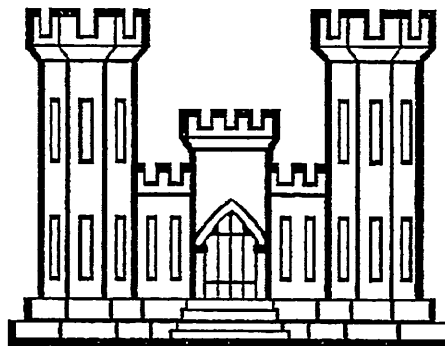
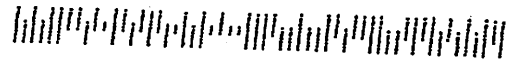
FIRST CLASS



UNITED STATES POSTAGE
PITNEY BOWES
02 1M \$ 00.67⁰
000 42 71 406 AUG 02 2017
MAILED FROM ZIP CODE 36602

APS

FAIRHOPE CITY HALL
161 NORTH SECTION
FAIRHOPE AL 36532



**U.S. ARMY CORPS
OF ENGINEERS
MOBILE DISTRICT**







GRANT NAME	FUNDING AGENCY	GRANT AMOUNT	MATCHING FUNDS	PROJECT DESCRIPTION	CURRENT STATUS	STAFF
306A Coastal Zone Management Program	Alabama Dept. of Conservation and Natural Resources (ADCNR)	\$20,000	\$20,000 in-kind contributions	Storm Drain Pollution Control Education/Outreach Project	Funded/In progress	Sherry-Lea Bloodworth Botop
Gulf of Mexico Alliance (GOMA)	US Dept of Commerce and NOAA	\$45,000	\$22,500 in-kind contributions	Phase 2- Stormwater Master Plan	Funded/In progress	Sherry-Lea Bloodworth Botop
Transportation Planning Grant (PL)	Baldwin County Metropolitan Planning Organization (MPO)	\$30,000	0	Downtown Traffic Calming and Wayfinding Project	Funded/Complete	Sherry-Lea Bloodworth Botop
Hazard Mitigation Grant Program (HMGP)	Alabama Emergency Management Agency (AEMA)	\$185,820	\$61,940 cash & in-kind contributions	Flood acquisition and demolition of 705 Cedar Avenue	Project Complete/Close-Out Underway	Erik Cortinas
FY14 Transportation Alternative Program (TAP)	Alabama Department of Transportation (ALDOT)	\$400,000	\$233,850 cash	Multi-Use Path along US 98 and Highway 104	Funded/In progress	Richard Johnson
FY16 Transportation Alternative Program (TAP)	Alabama Department of Transportation (ALDOT)	\$400,000	\$142,500 cash	Sidewalks- CR13- Manley Road to Sedgfield Drive	Funded/In progress	Richard Johnson
FY17 Transportation Alternative Program (TAP)	Alabama Department of Transportation (ALDOT)	\$306,614	\$76,653 cash (does not include Engineering Design Cost)	Sidewalks- CR44 from Founders Drive to CR13 and Manley Road	Funded/In progress	Richard Johnson

FY18 Transportation Alternative Program (TAP)	Alabama Department of Transportation (ALDOT)	\$640,000	\$160,000 cash	Sidewalks- South Section Street and Battles Road	Application Stage	Richard Johnson/Sherry-Lea Bloodworth Botop
Recreational Trails Program (RTP)	Alabama Department of Economic and Community Affairs (ADECA)	\$399,970	\$99,993 cash	North Beach Park Recreational Trail	Application Submitted	Richard Johnson/Sherry-Lea Bloodworth Botop
Not A Grant - RESTORE Act Direct Component	Office of Gulf Coast Restoration, US Department of Treasury	\$650,000	\$0	Fairhope Area Community Based Comprehensive Land Use Plan	In Progress	Wayne Dyess/Sherry-Lea Bloodworth Botop
Not A Grant - RESTORE Act Direct Component	Office of Gulf Coast Restoration, US Department of Treasury	\$6,200,000	\$0	Fairhope Municipal Pier and South Beach Park Improvements	In Progress	Sherry-Lea Bloodworth Botop
RESTORE Act State Expenditure Plan (SEP)	Alabama Gulf Coast Restore Act Council (AGCRC)	\$1,000,000	\$0	Eastern Shore Sanitary Sewer Overflows Prevention Plan	In Progress	Richard Peterson
RESTORE Act State Expenditure Plan (SEP)	Alabama Gulf Coast Restore Act Council (AGCRC)	\$10,000,000	\$0	Fairhope Sewer Upgrades Phase I	In Progress	Richard Peterson
Clean Vessel Act	ADEM	\$6,431	\$2,143	Pump Out Grant	Awarded	Richard Peterson
Resilient and Clean Marina Technical Assistance Grant	EPA	In-Kind Assistance			In progress	Sherry-Lea Bloodworth Botop/Drew Craze/Lynn Maser

Nature Tourism Technical Assistance Grant	EPA	In-Kind Assistance			In Progress	Sherry-Lea Bloodworth Botoy

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council met in an Agenda Meeting at 5:30 p.m.,
Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Thursday, 15 February 2018.

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

Due to the Work Session Agenda Items needing more time for an extensive
discussion, the Agenda Meeting was not held.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1510 AND
ORDINANCE NO. 1573 KNOWN AS THE PERSONNEL RULES,
POLICIES AND PROCEDURES ORDINANCE

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

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

SECTION - XI. Personnel Board

11.01. Selection of Members

The Personnel Board is an independent board comprised of five (5) City residents appointed by the Mayor and confirmed by the City Council. Members serve five-year staggered terms, with one new member appointed or reappointed each year.

Section 2. Any ordinance, resolution, or part(s) thereof, in conflict with said “Personnel Rules, Policies, and Procedures – 2014”, Personnel Board, 11.01 Selection of Members is hereby repealed.

Section 3. If any section or provision of this ordinance, or of “Personnel Rules, Policies, and Procedures – 2014”, be declared invalid or unconstitutional by judgment or decree shall not affect any other section or provision.

Section 4. This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 1573

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

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

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

SECTION - IV. Wage and Salary Administration

4.04. Overtime

Non-Exempt Employees

Except for Police Department law enforcement and corrections officers, nonexempt employees will be paid 1-1/2 times their regular rate of pay for all hours worked in excess of 40 hours in a work week. Hours paid, but not *worked*, are not counted in computing overtime. For example, paid holidays, vacations and sick leave are not hours *worked* and do not count in computing overtime. Under certain conditions approved by the Mayor, employees of the City of Fairhope may receive compensatory time off, at a rate of one and one-half half hours (units of time) for each overtime hour (unit of time) worked, instead of cash overtime pay. Employees engaged in approved authorized activities may accrue up to 48 hours of compensatory time. An employee may request to use compensatory time on a subsequent date during the current work period unless doing so would "unduly disrupt" the operations of the City of Fairhope, in which case the employee will be permitted to use the compensatory time in the succeeding work period. Police Department *law enforcement and corrections officers* are subject to special overtime pay and compensatory time off requirements under *Personnel Rules Section 4.05*.

SECTION - XI. Personnel Board

11.01. Selection of Members

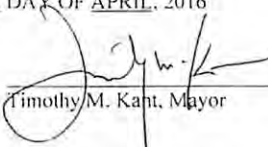
The Personnel Board is an independent board **comprised of six (6) City residents appointed by the Mayor and confirmed by the City Council.** Members serve five year staggered terms, with one new member appointed or reappointed each year.

Section 2. Any ordinance, resolution, or part(s) thereof, in conflict with said "Personnel Rules, Policies, and Procedures - 2014", Section IV - Wage and Salary Administration, 4.04. Overtime and Section XI - Personnel Board, 11.01 Selection of Members is hereby repealed.

Section 3. If any section or provision of this ordinance, or of "Personnel Rules, Policies, and Procedures - 2014", be declared invalid or unconstitutional by judgment or decree shall not affect any other section or provision.

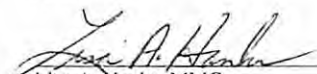
Section 4. This Ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 25TH DAY OF APRIL, 2016



Timothy M. Kant, Mayor

Attest:



Lisa A. Nanks, MMC
City Clerk

Ord. No. 1573 Published in
FAIRHOPE COURIER
on Friday, May 6, 2016
Lisa A. Nanks City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the following Job Position; and the Job Description and Grade of Pay for same:

Addition:	Job Positions	Grade of Pay
	Two Part-time Marina Workers	11

ADOPTED THIS 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Lisa A. Hanks, MMC

From: Lynn Donnelly Maser
Sent: Monday, February 12, 2018 4:57 PM
To: Mayor Karin Wilson; Lisa A. Hanks, MMC
Subject: FW: Marina Worker
Attachments: JD - Marina Worker.doc



Please consider this a request to have the Part-time Marina Worker JD (attached) and pay scale placed on the 2/26 council agenda. These positions have been approved through the budget process. The JDs and pay scale need to be approved.

Thank you!
Lynn

From: Leslie Green
Sent: Monday, February 12, 2018 4:48 PM
To: Lynn Donnelly Maser <lynn.maser@fairhopeal.gov>
Subject: Marina Worker

Leslie Green
Human Resources
City of Fairhope
161 N Section St
Fairhope, AL 36532
(251) 929-7437





CITY OF FAIRHOPE

Uniform Job Description

Position Title: **Part-time Marina Worker** Pay Range: **\$8.30- \$10.80-
\$13.29**

Department: **Parks & Recreation** Pay Grade: **11**

Reports To: **Marina Manager** Effective Date: **October 14, 2017**

Supervises: **n/a**

Approvals:	
_____ Supervisor	_____ Human Resources Director
_____ Date	_____ Date
FLSA Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Safety Sensitive: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

BASIC PURPOSE OF THE POSITION

The purpose of this position is to assist the Marina Manager and/or Assistant Marina Manager in carrying out a variety of routine operational assignments at the city of Fairhope marina.

DISTINGUISHING CHARACTERISTICS OF THIS POSITION

An employee in this position assists in the general daily operations of the Fairhope Docks Marina under the direction of the Fairhope Docks Marina Manager. Scheduled hours vary depending upon the season. A Marina Worker must be available to work weekends and holidays.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Greets customers and the public in a friendly, courteous, and professional manner;
- Moors vessels safely and securely for boaters;
- Maintains a safe and clean environment throughout the marina facilities and grounds;
- Assists boaters with safe fueling, pump out services and other services as necessary;

Marina Worker

Maintains grounds including flower beds, beach, parking lot and any building or land area owned by the marina;

Attends to maintenance of docks, piers, buildings, grounds and equipment promptly;

Ensures the safety of customers, guests and fellow employees while on the property;

Cleans and maintains safe bathrooms, showers and laundry facility;

OTHER DUTIES AND RESPONSIBILITIES

Attends to all other duties as assigned.

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Good knowledge of people and customer service skills.

Ability to learn marina regulations, safety, and enforcement procedures.

Ability to learn boat mooring practices.

Ability to swim or willingness to wear PFD; comfortable around water.

Ability to communicate effectively.

Ability to be detail orientated.

Ability to well organized.

Ability to learn marina dockage rates and fee schedules.

Ability to learn basic carpentry, plumbing, painting, and electrical skills.

Ability to use power and hand tools.

Ability to be a self-starter.

Ability to work effectively and independently.

Ability to learn Mobile Bay and surrounding waterways.

Ability to assist customers.

Ability to be a team player.

Ability to follow oral or written instructions.

ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING

Marina Worker

Graduation from a standard senior High School or GED. One- year boating experience strongly preferred.

EXTENT OF PUBLIC CONTACT

This position interacts daily with the public and marina customers.

PHYSICAL DEMANDS

Ability to lift up 40lbs, climb ladders, walk, operate standard lawn and garden equipment.

WORKING CONDITIONS AND ENVIRONMENT

Conditions should not be hazardous but severe weather is a daily possibility. Must be able to work outside in all weather conditions and to withstand prolonged exposure to the sun.

This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase a one (1) John Deere 3038E Compact Utility Tractor; Allied Terra Spike SL6 Tine Machine for the Golf Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 062117-DAC (PG NB); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$42,291.66.

Adopted on this 26th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/14/2018

Please return this Routing Sheet to Treasurer by: ASAP

FEB 19 '18 PM 2:05
[Signature]

Project Name: John Deere 3038E Compact Utility Tractor; Allied Terra Spike SL6 Tine Machine

Project Location: Golf Grounds

Presented to City Council: 2/26/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$42,291.66 (purchased through NJPA Buying Group Contract)

Providers: Beard Equipment Company

Project Engineer: n/a

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

Department Funding This Project							
General XXX	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	Marina-34	Street-35	Sanitation-40
	Golf-50	Golf Grounds-55 XXX		Debt Service-85			

Expense Code: 550 001500-50470 Revenue Code: _____
 Acct Name: Purchases Vehicles & Equipment

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

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

Project Budgeted: \$43,000.00

(Over) Under budget amount: \$708.34

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

Funding: Operating funds

City Council Prior Approval? Date? FY 2018 Budget item

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>2/8/18</u>	Received Date: <u>2/14/18</u>	Received Date: <u>2/19/18</u>
Request Approved Date: <u>2/14/18</u>	Approved Date: <u>2/14/18</u>	Approved Date: <u>2/19/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss</u>	<u>Mayor Karin Wilson</u>

Contact Person: Jeff Marks, Golf Operations Director



MEMO

To: Mike Hinson, Treasurer
From: Delores A Brandt, Purchasing Clerk for Purchasing Manager
Date: February 6, 2018
Re: Greensheet approval, and Council approval of over \$10,000 for operational Budgeted items ---procurement of Compact Utility Tractor and Terra Spike for Golf Department maintenance

- Karin Wilson Mayor
Council Members: Kevin G. Boone, Robert A. Brown, Jack Burrell, ACMO, Jimmy Conyers, Jay Robinson
Lisa A. Hanks, MMC City Clerk
Michael V. Hinson, CPA City Treasurer

The Golf Department needs to procure one JOHN DEERE 3038E Compact Utility Tractor and one ALLIED Terra Spike SL6. These items can be purchased by the NJPA Grounds Maintenance Equipment, Attachments, Accessories 062117-DAC (PG NB) contract with JOHN DEERE, through Beard Equipment Company, Inc. The total cost is FORTY-TWO THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS AND SIXTY-SIX CENTS (\$42,261.66) for the utility tractor and the terra spike. See attached quotation.

Table with 2 columns: Item Name and Price. Rows include JOHN DEERE 3038E Compact Utility Tractor (\$19,276.66), ALLIED Terra Spike SL6 (\$22,985.00), and Total (\$42,291.66).

The Purchasing Dept verified with NJPA that both of these items from different manufacturers could be sold through the same contract. (See attached).

This procurement is over the greensheet approval benchmark of \$7,500, and over the \$10,000 benchmark for City Council approval of Operational Budgeted items. The recommended vendor is BEARD EQUIPMENT COMPANY of Mobile, AL

NOTES: See attached quotation for details.

Please compose a greensheet and obtain City Council approval for this over \$10,000, Golf Department maintenance BUDGETED expenditure for FY2018 for a compact utility tractor and terra spike.

Cc: file, J Williams, J. Marks



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Quote Summary

Prepared For:

Quail Creek Golf Course
19841 Quail Creek Dr
Fairhope, AL 36532
Business: 251-990-0240

Delivering Dealer:

Beard Equipment Company
Brad Rounsaville
2480 E 165 Service Road N
Mobile, AL 36617
Phone: 800-848-8563
brounsaville@beardequipment.com

Quote ID: 16714793
Created On: 25 January 2018
Last Modified On: 25 January 2018
Expiration Date: 28 February 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 3038E Compact Utility Tractor	\$ 23,224.90	\$ 19,276.66 X	1 =	\$ 19,276.66
Contract: NJPA Grounds Maintenance Equipment, Attachments, Accessories 062117-DAC (PG NB)				
Price Effective Date: January 25, 2018				

ALLIED Terra Spike SL6	\$ 22,985.00	\$ 22,985.00 X	1 =	\$ 22,985.00
Contract:				
Price Effective Date:				

Equipment Total **\$ 42,261.66**

MIXED CONTRACT/NON CONTRACT ORDER ALLOWED PER 2/1/2018 SHAKESHA - JOHN DEERE GOVT. & MILITARY SALES, AG & TURF

Quote Summary

Equipment Total	\$ 42,261.66
Trade In	
SubTotal	\$ 42,261.66
Est. Service Agreement Tax	\$ 0.00
Total	\$ 42,261.66
Balance Due	\$ 42,261.66

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id: 16714793 Customer Name: QUAIL CREEK GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

JOHN DEERE 3038E Compact Utility Tractor

Contract: NJPA Grounds Maintenance Equipment, Attachments, Accessories 062117-DAC (PG NB)	Suggested List * \$ 23,224.90
Price Effective Date: January 25, 2018	Selling Price * \$ 19,276.66

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1482LV	3038E Compact Utility Tractor	1	\$ 21,873.00	17.00	\$ 3,718.41	\$ 18,154.59	\$ 18,154.59
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1795	Less Loader	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch Quick Hitch Category 1	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4110	Draft Links - Flat Bar (Standard)	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4310	Rear Drawbar	1	\$ 124.00	17.00	\$ 21.08	\$ 102.92	\$ 102.92
5213	41x14-20 4PR R3 Turf	1	\$ 20.00	17.00	\$ 3.40	\$ 16.60	\$ 16.60
6213	27x8.50-15 6PR R3 Turf	1	\$ 65.00	17.00	\$ 11.05	\$ 53.95	\$ 53.95
Standard Options Total			\$ 209.00		\$ 35.53	\$ 173.47	\$ 173.47
Dealer Attachments/Non-Contract/Open Market							
BLV10903	Rear Hydraulic Kit	1	\$ 892.10	17.00	\$ 151.66	\$ 740.44	\$ 740.44
BLV10486	Cruise Control Kit	1	\$ 250.80	17.00	\$ 42.64	\$ 208.16	\$ 208.16
Dealer Attachments Total			\$ 1,142.90		\$ 194.29	\$ 948.60	\$ 948.60
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price						\$ 19,276.66	
Total Selling Price			\$ 23,224.90		\$ 3,948.23	\$ 19,276.67	\$ 19,276.66

ALLIED Terra Spike SL6



JOHN DEERE

Selling Equipment

Quote Id: 16714793 Customer Name: QUAIL CREEK GOLF COURSE

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Hours: 0							Suggested List *
							\$ 22,985.00
							Selling Price *
							\$ 22,985.00
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
870004 1	Three Point Hitch, PTO Driven, 55 in. Working Width, 8 in. Max Working Depth, Tractors from 20 HP,	1	\$ 22,985.00	0.00	\$ 0.00	\$ 22,985.00	\$ 22,985.00
Standard Options - Per Unit							
123702 3	Crankshaft Standard	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
123768 0	Turf Retainers	1	\$ 0.00	0.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Suggested Price							\$ 22,985.00
Total Selling Price			\$ 22,985.00		\$ 0.00	\$ 22,985.00	\$ 22,985.00

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase a one (1) John Deere 1550 TerrainCut Commercial Front Mower with 72-inch Fastback Rear Discharge Deck for the Public Works Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 062117-DAC (PG NB)); and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process. The total cost is \$22,056.17.

Adopted on this 26th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/14/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: John Deere 1550 TerrainCut Commercial Front Mower with John Deere 72in Fastback Commercial Rear Discharge Deck

FEB 19 18 PM 2:05
[Handwritten Signature]

Project Location: City-wide

Presented to City Council: 2/26/2018 Approved Changed Rejected

Project Cash Requirement Submitted for Approval:

Cost: \$22,056.17 (purchased through NJPA Buying Group Contract)

Providers: Beard Equipment Company

Project Engineer: n/a

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

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35 XXX	Sanitation-40

Expense Code: 001350-50470 Revenue Code: _____
 Acct Name: Purchases Vehicles & Equipment

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

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

Project Budgeted: \$27,500.00

(Over) Under budget amount: \$5,443.83

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

Funding: Operating funds

City Council Prior Approval? Date? FY 2018 Budget

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>2/2/18</u>	Received Date: <u>2/14/18</u>	Received Date: <u>2/19/18</u>
Request Approved Date: <u>2/14/18</u>	Approved Date: <u>2/14/18</u>	Approved Date: <u>2/19/18</u>
Signatures: <u><i>[Signature]</i></u> Michael V. Hinson CPA	<u><i>[Signature]</i></u> Jill Cabiniss	<u><i>[Signature]</i></u> Mayor Karin Wilson

Contact Person: Richard Johnson; Public Works Director



MEMO

To: Mike Hinson, Treasurer
From: Delores A Brandt, Purchasing Clerk for Purchasing Manager

Date: February 6, 2018

Re: Greensheet and Council approval of over \$10,000 for operational Budgeted items --- procurement of commercial Front Mower and commercial rear discharge deck for Public Works Department

Karin Wilson Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC City Clerk

Michael V. Hinson, CPA City Treasurer

The ~~City~~^{STREET} Department needs to procure one JOHN DEERE 1550 TerrainCut Commercial Front Mower and one JOHN DEERE 72in Fastback Commercial Rear Discharge Deck. These items can be purchased by the NJPA Grounds Maintenance Equipment, Attachments, Accessories 062117-DAC (PG NB) contract with JOHN DEERE, through Beard Equipment Company, Inc. The total cost is TWENTY-TWO THOUSAND FIFTY-SIX DOLLARS AND SEVENTEEN CENTS (\$22,056.17) for the front mower and rear discharge deck. See attached quotation.

Table with 2 columns: Item Name and Price. Items include JOHN DEERE 1550 TerrainCut Commercial Front Mower (\$18,312.9), JOHN DEERE 72in Fastback Commercial Rear Discharge Deck (\$3,743.22), and Total (\$22,056.17).

This procurement is over the greensheet approval benchmark of \$7,500, and over the \$10,000 benchmark for City Council approval of Operational Budgeted items. The recommended vendor is BEARD EQUIPMENT COMPANY of Mobile, AL

NOTES: See attached quotation for details.

Please compose a greensheet and obtain City Council approval for this over \$10,000. Public Works Department BUDGETED expenditure for FY2018 for a front mower and rear discharge deck from Beard Equipment Company by using NJPA Buying Group contract.

Cc: file, Paul Merchant, Richard Johnson



JOHN DEERE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

Quote Summary

Prepared For:

City Of Fairhope Main Warehouse
555 S Section St
Fairhope, AL 36532
Business: 251-928-8003

Delivering Dealer:

Beard Equipment Company
Brad Rounsaville
2480 E 165 Service Road N
Mobile, AL 36617
Phone: 800-848-8563
brounsaville@beardequipment.com

Quote ID: 16768055
Created On: 06 February 2018
Last Modified On: 06 February 2018
Expiration Date: 15 March 2018

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1550 TerrainCut Commercial Front Mower (Less Mower Deck)	\$ 23,449.94	\$ 18,312.95 X	1 =	\$ 18,312.95

Contract: NJPA Grounds Maintenance Equipment, Attachments, Accessories 062117-DAC (PG NB)
Price Effective Date: February 6, 2018

JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck	\$ 4,799.00	\$ 3,743.22 X	1 =	\$ 3,743.22
--	-------------	---------------	-----	-------------

Contract: NJPA Grounds Maintenance Equipment, Attachments, Accessories 062117-DAC (PG NB)
Price Effective Date: February 6, 2018

Equipment Total **\$ 22,056.17**

Quote Summary

Equipment Total	\$ 22,056.17
Trade In	
SubTotal	\$ 22,056.17
Est. Service Agreement Tax	\$ 0.00
Total	\$ 22,056.17
Balance Due	\$ 22,056.17

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 16768055

Customer Name: CITY OF FAIRHOPE MAIN WAREHOUSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Beard Equipment Company
 2480 E 165 Service Road N
 Mobile, AL 36617
 800-848-8563
 JohnDeereEmails@beardequipment.com

JOHN DEERE 1550 TerrainCut Commercial Front Mower (Less Mower Deck)

Contract: NJPA Grounds Maintenance Equipment,
 Attachments, Accessories 062117-DAC (PG NB)

Suggested List *

\$ 23,449.94

Price Effective Date: February 6, 2018

Selling Price *

\$ 18,312.95

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2400TC	1550 TerrainCut Commercial Front Mower (Less Mower Deck)	1	\$ 18,420.00	22.00	\$ 4,052.40	\$ 14,367.60	\$ 14,367.60
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1019	23x10.50-12 4PR Turf Drive Tires	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1191	Four Wheel Drive (Full Time or On Demand)	1	\$ 2,913.00	22.00	\$ 640.86	\$ 2,272.14	\$ 2,272.14
2010	Deluxe Comfort Seat with Armrests	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 2,913.00		\$ 640.86	\$ 2,272.14	\$ 2,272.14
Dealer Attachments/Non-Contract/Open Market							
BTC10594	Beacon Light	1	\$ 316.71	22.00	\$ 69.68	\$ 247.03	\$ 247.03
BTC10334	4-Post Rollover Protective Structure (ROPS) Conversion Kit with Canopy	1	\$ 1,700.23	22.00	\$ 374.05	\$ 1,326.18	\$ 1,326.18
Dealer Attachments Total			\$ 2,016.94		\$ 443.73	\$ 1,573.21	\$ 1,573.21
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Other Charges							
Freight		1	\$ 100.00			\$ 100.00	\$ 100.00
Other Charges Total			\$ 100.00			\$ 100.00	\$ 100.00
Suggested Price						\$ 18,312.95	
Total Selling Price			\$ 23,449.94		\$ 5,136.99	\$ 18,312.95	\$ 18,312.95



JOHN DEERE

Selling Equipment

Quote Id: 16768055 Customer Name: CITY OF FAIRHOPE MAIN WAREHOUSE

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Bear Equipment Company
2480 E 165 Service Road N
Mobile, AL 36617
800-848-8563
JohnDeereEmails@beardequipment.com

JOHN DEERE 72 In. Fastback Commercial Rear Discharge Deck

Contract: NJPA Grounds Maintenance Equipment,
Attachments, Accessories 062117-DAC (PG NB)

Suggested List *

\$ 4,799.00

Price Effective Date: February 6, 2018

Selling Price *

\$ 3,743.22

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
0553TC	72 In. Fastback Commercial Rear Discharge Deck	1	\$ 4,799.00	22.00	\$ 1,055.78	\$ 3,743.22	\$ 3,743.22
Standard Options - Per Unit							
001A	United States and Canada	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Suggested Price							\$ 3,743.22
Total Selling Price			\$ 4,799.00		\$ 1,055.78	\$ 3,743.22	\$ 3,743.22

RESOLUTION NO. ____

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

[1] That the City of Fairhope has voted to purchase a Trench Box, PRONAL Inflatable Trench Shield SmartShore, for the Fairhope Utilities; from Consolidated Pipe and Supply Company, Inc. as Sole Source Distributor for the Mobile, Alabama area; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): "Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding." The cost will be \$10,500.00.

Adopted on this 26th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/14/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Trench Box - PRONAL Inflatable Trench Shield SmartShore

Project Location: City-wide Use

FEB 19 '18 PM 2:05

Presented to City Council: n/a

Approved _____ Changed _____ Rejected AK

Project Cash Requirement Submitted for Approval:

Cost: \$10,500.00 Cost divided evenly between Gas, Electric, W&S

Providers: Consolidated Pipe

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Expense Code: 002-16030; 003-16030; 004-16030 Revenue Code: _____
 Acct Name: Vehicles & Equipment

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

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

Project Budgeted: \$10,500.00

(Over) Under budget amount: \$0.00

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

Funding: Operating funds

City Council Prior Approval? Date? FY 2018 Budget

City Treasurer	Finance Director	Mayor
Request Received Date: <u>2/8/18</u>	Received Date: <u>2/14/18</u>	Received Date: <u>2/15/18</u>
Request Approved Date: <u>2/14/18</u>	Approved Date: <u>2/14/18</u>	Approved Date: <u>2/19/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss</u>	<u>Mayor Karin Wilson</u>

Contact Person: Dan McCrory, W&S Superintendent



MEMO

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

To: Mike Hinson, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Clerk
For Purchasing Manager

Date: February 06, 2018

Re: Greensheet approval -- over \$7,500 and under \$10,000 Council limit, the Purchase of a Trench Box for the Water and Sewer Departments

The Water and Sewer Departments need to procure a Trench Box to be used by both departments. The **PRONAL Inflatable Trench Shield SmartShore** trench box can be purchased from Consolidated Pipe and Supply Company, Inc. of Birmingham, AL. The cost is NINE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS (\$9,984.00). See attached quotation. **This is a sole source procurement. (See attached letter)**

This procurement is over the greensheet approval benchmark of \$7,500, and under the \$10,000 limited for City Council approval. The cost of this trench box will be split three ways: Gas Fund, Electric Fund, and Water Fund. The recommended vendor is Consolidated Pipe and supply Company, Inc. of Birmingham, AL.

NOTES:
See attached quotation for details.

Leadtime: 14 days ARO

Please compose a greensheet and obtain approval for this over \$7,500, BUDGETED expenditure for FY 2018.

Cc: file; D McCrory; Joe Wolchina; R Rohm; C Steadham

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36535

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



Bill To
City of Fairhope
P.O. Drawer 429

Fairhope, AL
36533

Requisition 00002194-00 FY 2018

Acct No:
002 -000-000-16030 -
Review:
Buyer: clint
Status: Released

Vendor
CONSOLIDATED PIPE & SUPPLY CO INC
1205 HILLTOP PARKWAY

BIRMINGHAM, AL 35204

Tel#666-6691
Fax 666-5311

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET

FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/06/18	000019				WATER DEPARTMENT

LN Description / Account	Qty	Unit Price	Net Price
001 water & Sewer trench box to be split between departments	1.00 EACH	9984.00000	9984.00
1 004 -000-000-16030 -			3500.00
2 002 -000-000-16030 -			3242.00
3 003 -000-000-16030 -			3242.00

Requisition Link

Requisition Total

9984.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
002 -000-000-16030 - Gas Fund	3242.00 Vehicles & Equipment	
003 -000-000-16030 - Electric Fund	3242.00 Vehicles & Equipment	
004 -000-000-16030 - Water Fund	3500.00 Vehicles & Equipment	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Cancelled	02/06/18	Clint Steadham	GL Allocation changed
Queued	02/06/18	Dan McCrory	GL Allocation changed
Queued	02/06/18	Joe Wolchina	GL Allocation changed
Queued	02/06/18	Robert Rohm	GL Allocation changed
Pending		Michael Hinson	GL Allocation changed
Pending		Michael Hinson	GL Allocation changed



Pronal-USA, Inc.
3000 Opportunity Court, Suite A
South Daytona, FL 32119
Tel: 386-310-1558
Fax: 386-310-1559

January 30, 2018

TO WHOM IT MAY CONCERN

This is to confirm that Consolidated Pipe and Supply is the sole source for the PRONAL Inflatable Trench Shield **SMARTSHORE** for the Mobile, Alabama area.

Sincerely,
Pronal-USA, Inc.

A handwritten signature in black ink, appearing to read "Tony Simunac", is written over the printed name.

Tony Simunac
General Manager

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase a Pickup Truck, 2012 Ford F150 Extended Cab 4WD, for the Building Department and the type of vehicle needed is on the Alabama Department of Transportation (ALDOT) surplus equipment list. The total cost not to exceed \$20,262.00.

Adopted on this 26th day of February, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/14/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Pickup Truck - 2012 Ford F150 Extended Cab 4WD

Project Location: Building Dept

Presented to City Council: 2/26/2018

Approved _____ Changed _____ Rejected _____

FEB 19 '18 PM 2:04

Project Cash Requirement Submitted for Approval:

Cost: \$20,262.00 (from ALDOT Surplus Equipment list)

Providers: Alabama Dept of Transportation

Project Engineer: n/a

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

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

Division of General Fund Funding This Project							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34 Building-13 XXX	Street-35	Sanitation-40

Expense Code: 001130-50470 Revenue Code: _____
 Acct Name: Purchase Vehicles & Equipment

Project will be: Expensed _____
 Inventoried _____
 Capitalized XXX

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

Project Budgeted: \$25,000.00

(Over) Under budget amount: \$4,738.00

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

Funding: Operating funds

City Council Prior Approval? Date? FY 2018 Budget Item

City Treasurer	Finance Director	Mayor
Request Received Date: <u>2/13/18</u>	Received Date: <u>2/14/18</u>	Received Date: <u>2/19/18</u>
Request Approved Date: <u>2/14/18</u>	Approved Date: <u>2/14/18</u>	Approved Date: <u>2/19/18</u>
Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Jill Cabiniss</u> Jill Cabiniss	<u>Karin Wilson</u> Mayor Karin Wilson

Contact Person: Erik Cortinas, Building Official



MEMO

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

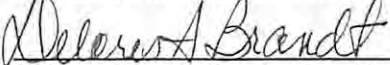
Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

To: Michael Hinson, Treasurer

From: 
Delores Brandt, Purchasing Clerk

Date: February 13, 2018

Re: Greensheet and City Council approval for procuring one (1) pickup truck for the Building Department

The Building Department requests approval to procure one (1) Pickup Truck, off the Alabama Department of Transportation (ALDOT) surplus equipment list. The amount budgeted for this procurement was TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00). Fleet Manager, Tim Bung, visited the surplus site, and if approved, the actual cost of the truck will be a not-to-exceed total of TWENTY THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS (\$20,262.00).

2012 FORD F150 extended cab 4WD w/56,000 miles

Lead time: Pick truck up at ALDOT surplus yard

See Attached email from Building Department

Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement of one (1) each, ALDOT surplus pickup truck, for a total cost not-to-exceed \$20,262.00.

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2156

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

Dee Dee Brandt

From: Erik Cortinas
Sent: Tuesday, February 13, 2018 7:43 AM
To: Dee Dee Brandt
Cc: Tim Bung
Subject: Green sheet for ALDOT truck fro Building Dept

2012 Ford F150 extended cab 4WD
56,000 miles
\$20,262.00

Respectfully,
Erik Cortinas, CBO, LEED AP
Building Official
City of Fairhope, Alabama
(251) 990-0141
(251) 990-2879 (fax)
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.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Vision Technology Solutions, LLC d/b/a Vision Internet Providers for Professional Services to perform website development, visionLIVE subscription services, and/or other extra work and services as required by the City's IT Department (RFQ No. PS012-18), and hereby authorizes Mayor Karin Wilson to establish a fee schedule; establish a not-to-exceed limit of \$30,921.00 for a three-year total amount; and to execute the associated contract.

DULY ADOPTED THIS 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 2/22/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Professional Services for Website Design & Management (3 year contract) - RFQ No. PS012-18

Project Location: IT Dept

Presented to City Council: 2/26/2018 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval:

Cost: \$10,085.00 (NOT TO EXCEED a 3 year total of \$30,921)

Providers: Vision Technology Solutions dba Vision Internet Providers

Project Engineer: n/a

Order Date: n/a **Lead Time:** n/a

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

Division of General Fund Funding This Project							
Admin-10 XXX	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

Expense Code: 001240-50570 **Revenue Code:** _____
Acct Name: Advertising & Promotion

Project will be: Expensed XXX
 Inventoried _____
 Capitalized _____

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

Project Budgeted: \$7,500.00

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

(Over) Under budget amount: (\$2,585.00)

Funding: Operating funds

City Council Prior Approval? Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Request Received Date: <u>2/21/18</u>	Received Date: <u>2/22/18</u>	Received Date: _____
Request Approved Date: <u>2/22/18</u>	Approved Date: <u>2/22/18</u>	Approved Date: _____
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss, MBA</u>	<u>Mayor Karin Wilson</u>

Contact Person: Jeff Montgomery, IT Director



MEMO

FEB 21 '18 AM 11:01

[Handwritten initials]

Date: February 21, 2018

To: Michael Hinson, Treasurer

From: *Delores A Brandt*
Delores A Brandt, Purchasing Clerk

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Michael V. Hinson, CPA
City Treasurer

Re: RFQ No. PS012-18, Professional Services for Website Design and Management--Three Year Contract (unbudgeted)

The City of Fairhope needs to hire a professional consulting firm for **RFQ No. Professional Services for Website Design and Management--Three Year Contract. This item is unbudgeted for FY2018, but is a necessary part of the communications for the City.** Per our Procedure for procuring Professional Services, the Mayor chose, **Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS**, of El Segundo, CA. to provide these services. The purpose for hiring the Consultant is to provide website development, visionLIVE subscription services, and/or other extra work and services as required by the City's IT Department

Please move this procurement of professional Services forward to the City Council for approval of the Mayor to negotiate a fee with a Not-To-Exceed amount of **THIRTY THOUSAND NINE HUNDRED TWENTY-ONE DOLLARS (\$30,921.00)** for the 3-year TOTAL amount, and sign the Contract for the Professional Services.

See attached Summary broken out by years 1, 2, & 3

Please place on the next available City Council Agenda this request for City Council to approve the selection of Vision Technology Solutions, LLC dba VISION INTERNET PROVIDERS for RFQ No. PS012-18, Professional Services for Website Design and Management--Three Year Contract, with a not- to-exceed total amount of \$30,921.00 and authorize the Mayor to sign the contract..

Cc: file

RESOLUTION NO. _____

WHEREAS, the City Council adopted Resolution No. 2995-18 approving the new membership fees for the Fairhope Recreation Center and Fairhope Municipal Pool on February 15, 2018; and

WHEREAS, there were inadvertently several errors in the proposed fee schedules that need to be amended due to multiple issues; and

WHEREAS, The City of Fairhope hereby amends and approves the following membership fees for the City of Fairhope Recreation Center which includes pool, gyms, fitness, etc. (attached as Exhibit A), the City of Fairhope Municipal Pool (attached as Exhibit B).

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that the amended and proposed fees shall take effect March 1, 2018.

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that any resolution or part(s) thereof, in conflict with this resolution is hereby repealed.

ADOPTED THIS 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Exhibit "A"

FAIRHOPE RECREATION CENTER MEMBERSHIP RATES

Membership Rates within the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$45.00	\$120.00	\$360.00
Couple	\$60.00	\$165.00	\$450.00
Family (Immediate family members)	\$70.00	\$195.00	\$500.00
Senior Single (60 and over)	\$40.00	\$115.00	\$320.00
Senior Couple (60 and over)	\$50.00	\$145.00	\$375.00

Membership Rates outside of the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$60.00	\$150.00	\$450.00
Couple	\$75.00	\$205.00	\$555.00
Family (Immediate family members)	\$90.00	\$240.00	\$630.00
Senior Single (60 and over)	\$50.00	\$140.00	\$400.00
Senior Couple (60 and over)	\$70.00	\$195.00	\$470.00

Other Rates for Fairhope Recreation Center

Day Pass Residential	\$5.00
10-Day Pass Residential	\$40.00
Day Pass Outside City Limits	\$8.00
10-Day Pass Outside City Limits	\$70.00
Pickleball Monthly	\$35.00
Personal Training - 10 Sessions	\$360.00

Exhibit "A" (Initial Version)

FAIRHOPE RECREATION CENTER MEMBERSHIP RATES

Membership Rates within the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$45.00	\$120.00	\$360.00
Couple	\$60.00	\$165.00	\$450.00
Family (Immediate family members)	\$70.00	\$195.00	\$500.00
Senior Single (60 and over)	\$40.00	\$115.00	\$320.00
Senior Couple (60 and over)	\$50.00	\$145.00	\$375.00

Membership Rates outside of the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$60.00	\$150.00	\$450.00
Couple	\$75.00	\$205.00	\$555.00
Family (Immediate family members)	\$90.00	\$240.00	\$630.00
Senior Single (60 and over)	\$50.00	\$140.00	\$400.00
Senior Couple (60 and over)	\$70.00	\$195.00	\$470.00

Other Rates for Recreation Center

Day Pass Residential	\$5.00
10-Day Pass Residential	\$35.00
Day Pass Outside City Limits	\$8.00
10-Day Pass Outside City Limits	\$40.00
Pickleball Monthly	\$35.00
Personal Training	\$265.00

Exhibit "B" (Initial Version)

FAIRHOPE MUNICIPAL POOL MEMBERSHIP RATES

Membership Rates within the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$45.00	\$120.00	\$360.00
Couple	\$60.00	\$165.00	\$450.00
Family (Immediate family members)	\$70.00	\$195.00	\$500.00
Senior Single (60 and over)	\$40.00	\$115.00	\$320.00
Senior Couple (60 and over)	\$50.00	\$145.00	\$375.00

Membership Rates outside of the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$60.00	\$150.00	\$450.00
Couple	\$75.00	\$205.00	\$555.00
Family (Immediate family members)	\$90.00	\$240.00	\$630.00
Senior Single (60 and over)	\$50.00	\$140.00	\$400.00
Senior Couple (60 and over)	\$70.00	\$195.00	\$470.00

Other Rates for ^{Pool} Recreation Center

Day Pass Residential	\$5.00
10-Day Pass Residential	\$35.00
Day Pass Outside City Limits	\$8.00
10-Day Pass Outside City Limits	\$40.00
2-Day Pool Pass	\$8.00
Pool Party	\$70.00

Exhibit "B"

FAIRHOPE MUNICIPAL POOL MEMBERSHIP RATES

Membership Rates within the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$30.00	\$60.00	\$150.00
Couple	\$45.00	\$105.00	\$230.00
Family (Immediate family members)	\$55.00	\$135.00	\$280.00
Senior Single (60 and over)	\$25.00	\$50.00	\$125.00
Senior Couple (60 and over)	\$40.00	\$70.00	\$175.00

Membership Rates outside of the Corporate City Limits

Category	Monthly Rate	Quarterly Rate	Yearly Rate
Single	\$55.00	\$110.00	\$200.00
Couple	\$105.00	\$140.00	\$250.00
Family (Immediate family members)	\$140.00	\$205.00	\$330.00
Senior Single (60 and over)	\$40.00	\$100.00	\$175.00
Senior Couple (60 and over)	\$50.00	\$125.00	\$200.00

Other Rates for Fairhope Municipal Pool

Day Pass Residential	\$5.00
10-Day Pass Residential	\$40.00
Day Pass Outside City Limits	\$8.00
10-Day Pass Outside City Limits	\$70.00

Pool Party

During Hours - Group Fee up to 20 People (No more than 20 people allowed)	\$100.00
Private - Group Fee up to 50	\$200.00
Private - Over 50 people an additional	\$50.00

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 Trademark Licensing Agreement with Lucy Goose, LLC d/b/a The Fairhope Store for use and display the Marks in connection with the promotion of the City of Fairhope, as further described in Exhibit A with terms of the Agreement being 20 years.

DULY ADOPTED THIS 26TH DAY OF FEBRUARY, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

TRADEMARK LICENSING AGREEMENT

This Trademark Licensing Agreement (“Agreement”) is effective as of the ___ day of _____ 201__ (“Effective Date”), and is entered into by and between Lucy Goose, LLC d/b/a The Fairhope Store, with principal offices located at 323 De la Mare Avenue, Fairhope, Alabama 36532 (“Licensor”) and the _____ with principal office located at _____ (“Licensee”).

RECITALS

- A. Licensor is the exclusive owner of the stylized trademarks and designs described in “Exhibit A” (hereinafter referred to as the “Marks”);
- B. Licensee is a _____;
- C. Licensee desires to use and display the Marks in connection with the promotion of the City of Fairhope, as further described in Exhibit A (collectively, the “Services”); and
- D. Licensor is willing to permit such use of the Marks by Licensee in connection with the Services under the terms and conditions set forth in this Agreement.

Now Therefore, in consideration of the premises hereof and of other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. GRANT OF LICENSE.

1.1. GRANT OF LICENSE. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, paid-up, nonexclusive and nontransferable right and license to display the Marks on signage within the City of Fairhope, Alabama solely in connection with the Services.

1.2. RESERVATION OF RIGHTS. All rights in and to the Marks not expressly licensed herein to Licensee are reserved by Licensor including, without limitation, the right to authorize or license the use of Marks or any other trademarks or names containing the Marks to any third party for use in connection with any goods and services.

1.3 Licensee acknowledges and agrees that: (i) Licensor is the sole and exclusive owner of all right, title and interest in and to the Marks; (ii) all goodwill arising from Licensee's use of the Marks shall inure to the sole and exclusive benefit of Licensor; (iii) to the extent Licensee ever possesses any goodwill in the Marks, Licensee hereby assigns to Licensor all such goodwill; (iv) nothing in this Agreement or any related agreement, instrument or document shall be construed to give Licensee any legal or beneficial ownership interest in or title to the Marks; (v) Licensee shall not attack the validity of, or Licensor's ownership claim to, the Marks or assist any third party in doing so; and (vi) Licensee shall not register or attempt to register any trademark or service mark that includes the "Pier Logo" or the "Pier with Dock Logo" (as identified in Exhibit A), whether alone or in combination with other words, phrases, symbols or numbers, with any governmental agency for any purpose.

2. WARRANTY OF LICENSOR.

2.1. Licensor hereby represents and warrants that it is the lawful owner of the Marks and has the right to enter into this Agreement. Licensor further represents that it will not do anything inconsistent with such ownership.

3. ASSISTANCE BY LICENSOR

3.1. Under this agreement Licensor shall not have any obligation to assist Licensee either in the use of the Marks or in the dissemination of the Service related to the Marks. Any assistance on the part of Licensor shall be strictly on a voluntary non-obligatory basis and shall not in any way bind the Licensor to any future obligation to the Licensee. Licensee understands that Licensor has no obligations with respect to the Licensee's use of the Marks.

4. USE OF THE TRADEMARK

4.1. PROPER USE. Licensee agrees that all use of the Marks shall only occur in connection with the Services and shall be in strict compliance with the terms of this Agreement.

4.2. Licensee agrees that prior to displaying any of the Marks on signage or in connection with any Service, Licensee shall first receive Licensor's prior written authorization to so do. Licensor shall have the sole right to disapprove the display of such Marks. Licensor shall not act unreasonably in disapproving, refusing to approve or conditionally approving use and display of the Marks. All advertising copy, design, marketing collateral, promotional materials, and labels that depict signage displaying any of the Marks must be approved by Licensor before dissemination to the public.

4.3. Licensee agrees to make proper trademark use of the Marks including, without limitation, (i) refraining from using the Stylized Fairhope Mark (as identified in Exhibit

A) in a geographic manner in any advertising or promotional material for the Services (e.g., “watching the sunset from FAIRHOPE (stylized); and (iii) refraining from using the Stylized Fairhope Mark in a possessive tense (e.g., “FAIRHOPE’S (stylized) bike rack services”).

5. CONFIDENTIAL INFORMATION AND DISCLOSURE

5.1. Unless required by law or pursuant to other contractual obligations, and except to assert its rights hereunder or for disclosures to its own employees, attorneys, financial advisors on a “need to know” basis, both parties agree not to disclose the terms of this Agreement or matters relating thereto without the prior written consent of the other party, which consent shall not be unreasonably withheld.

6. TERMS OF THE AGREEMENT AND TERMINATION

6.1. TERMINATION OF THE AGREEMENT. This Agreement shall continue in full force and effect for twenty (20) years from the Effective Date, unless earlier terminated as provided for herein.

6.2. TERMINATION BY LICENSOR. Licensor shall have the right to terminate this Agreement in the event of a material breach thereof by Licensee; provided the material breach is not cured by Licensee within ten (10) business days of Licensee receiving written notice from Licensor of such breach. For clarity, a material breach shall include, without limitation, (i) a breach of any term or condition of Sections 1.4, 4.1, 4.2 or 4.3 of the Agreement, and (ii) non-use of the Marks for a period of one (1) year or more.

6.3. TERMINATION BY LICENSEE. Licensee may terminate this Agreement at any time upon providing Licensor at least ninety (90) days prior written notice of such termination.

6.4. EFFECT OF TERMINATION. Unless this Agreement is extended beyond the twenty year term, upon termination or expiration of the Agreement, Licensee shall immediately cease all use of the Marks. Notwithstanding the foregoing, Licensee shall have the right to continue displaying the Marks solely on signage that existed as of the date of such expiration or termination, provided that (i) the Agreement was not terminated by Licensor under Section 6.2 (i), and (ii) such signage is directly fixed to the ground.

6.5. SURVIVAL. Sections 1.2, 1.3, 6.4, 6.5, 7 and 8 of this Agreement shall survive termination hereof.

7. NOTICES

7.1. All notices given under this agreement shall be mailed by registered or certified mail, return receipt requested, addressed to the party to be notified at the address shown in the Agreement, or such other addresses as may be furnished from the time to time in writing to the modifying party.

8. GOVERNING LAW

8.1. GOVERNING LAW. This agreement shall be interpreted in accordance with the laws of Alabama regardless of where it is executed.

8.2. ENFORCEMENT INTERPRETATION AND VENUE. In the event of an action to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to recover their reasonable attorney's fees and costs at both the trial and appellate levels. Venue for enforcement or interpretation of this Agreement shall be in Baldwin County, Alabama.

9. INDEPENDENT CONTRACTORS.

9.1. The parties acknowledge and agree that they are dealing with each other hereunder as independent contractors. Nothing contained in the Agreement shall be interpreted as constituting either party the joint venture or partner of the other party or as conferring upon either party the power of authority to bind the other party in any transaction with third parties.

10. ENTIRE AGREEMENT.

10.1. This Agreement constitutes the entire Agreement and understanding between the parties and integrates all prior discussions between them related to its subject matter. No modification of any of the terms of this Agreement shall be valid unless in writing and signed by an authorized representative of each party.

11. FORCE MAJEURE.

11.1. Neither party will be responsible for any failure to perform its obligations under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods or accidents.

12. WAIVER.

12.1. Any waiver, either expressed or implied, by either party of any default by the other in the observance and performance of any of the conditions, covenants of duties set forth herein shall not constitute or be construed as a waiver of any subsequent or other default.

13. RECITALS. The recitals are true and correct and incorporated herein.

IN WITNESS THEREOF, This Agreement has been executed by the parties hereto in manner and form sufficient to bind them as of this day and year first above written.

Witnesses:

Sign: _____

Print: _____

“Licensor”

Lucy Goose LLC.

Sign: _____

Print: _____

Title: _____

Witnesses:

Sign: _____

Print: _____

“Licensee”

Sign: _____

Print: _____

Title: _____

EXHIBIT A

MARK:



1. (Pier Logo)

2. FAIRHOPE (Stylized Fairhope Mark)

3. FAIRHOPE (Pier with Dock Logo)

SERVICES:

Promotion of the City of Fairhope, Alabama by displaying the Marks on BIKE RACKS and STREET SIGNS.

Lisa A. Hanks, MMC

From: Lynn Donnelly Maser
Sent: Friday, February 16, 2018 4:34 PM
To: Lisa A. Hanks, MMC; Mayor Karin Wilson
Subject: Way Finding Bike Racks
Attachments: Lucygoose - City of Fairhope TM License (04244226-2).pdf

Sherry-Lea is requesting that the licensing agreement for the use of the pier logo be signed. It is for the bike racks and wayfinding signs in the CBD. There is no cost for the licensing agreement. It has already been reviewed by a lawyer. Agreement is attached.

Lynn

City of Fairhope

Approval for Special Event Request

FEB 16 '18 AM 9:32

MA

2 | 2 | 18

Date complete application submitted to Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Fairhope Rotary Club- Steak Cook-off

Person Requesting: Andy Tubertini

Date of Event: 5-17-18

Location: Bancroft Ave + Johnson St.

Please attach all supporting documentation.

Approval:

Joseph H. Petter Date: 02-12-2018
Police Chief/Designee

Estimated security cost for event \$ 1,620

[Signature] Date: 02/14/2018
Director of Public Works/Designee

Estimated cost for city services \$ 1,700⁰⁰

Disapproval:

Date: _____
Police Chief

Date: _____
Director of Public Works/Designee

Route back to rental facilities department for application package finalization

NOTES: _____

Once signatures are obtained, please forward to the City Clerk's office to go before council.

2018

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: \$ \$1620
- 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- 5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
- 6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).
- 8. For South Park Events, signatures from:
Shuck's Restaurant: _____ Date: _____
Down by the Bay Cafe: _____ Date: _____
- 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)
 - Law Enforcement Personnel Provided by: City of Fairhope
 - Barricades Provided by: City of Fairhope
 - _____ Staging Provided by: Rotary Club
 - Tents Provided by: Rotary Club
 - Port-o-lets provided by: Rotary Club
 - _____ Special transportation needs provided by: _____
 - Special electrical needs: City of Fairhope
- 10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only

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

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

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

1. Which street and/or sidewalk do you wish to use? Bancroft / Johnson

2. Date Requested: May, 11 2018 Hours requested from: 3:00 pm to 11:30 pm

3. Renter's Name: The Fairhope Rotary Club Foundation

Address: 10 N. Section Street

City: Fairhope State: AL Zip: 36532

Phone Numbers: 251 602 6408 251 550 6514

4. Purpose of Use: Fairhope Rotary Steak Cook off (Fundraising Event)

5. Number of persons expected to attend (adults and minors): -- 2500 - 3000

6. Will there be alcohol on the premises during the event? Yes If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.

7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Stage set up in parking lot with band's

equipment. 40-50 tents for cook teams. 2 sets of port-o-lets Rental Company: TBD
Lighting by One Source. Grills, Food + Bev. stations, audio + video equip.

8. Will you need electricity? Yes No For: _____

Will you need water? Yes No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

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

CLEANING AND CANCELLATION POLICIES

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

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

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

Renter's Signature: [Signature] Date: 1/24/18

City Personnel: [Signature] Fees Paid: 793.75 Date: 2-2-18 Ck. #: 578100

-Office Use Only-

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



January 26, 2018

Fairhope City Council

Fairhope Rotary Club foundation seeks your approval for a street closure and the right to serve beer and wine at our annual event named the "Fairhope Rotary Club Foundation Steak Cook Off". This event has raised more than \$700,000 in its history. The proceeds go to local and a few international charities as well as several scholarships for local students. This event has become known as the premier street party in this area and is attended by at least 2000 people annually.

Event details are below:

- Date: Friday May 11, 2018
- Hours are 3:00pm until 11:30pm
- Beer, Wine, Soft drinks and Bottled Water served
- Request barricades from City of Fairhope
- Security will be through Fairhope Police Dept.
- Training for and supervision of all persons serving alcohol
- Street clean up will be provided

Thank you for your consideration.

Sincerely,
Andy Tubertini

A handwritten signature in black ink, appearing to read "Andy Tubertini". The signature is fluid and cursive, with a large loop at the end.

Event Coordinator
251-550-6514(cell) or 251-990-0535(work)

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

DEPARTMENT OF THE TREASURY

Date: FEB 19 1999

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

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

Dear Applicant:

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

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

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

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

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

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

Letter 1045 (DO/CG)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/01/2018

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

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

PRODUCER Pitman Insurance Agency Post Office Box 482 Fairhope AL 36533	CONTACT NAME: Lee Turner PHONE (A/C, No, Ext): (251)928-9786 E-MAIL ADDRESS: lee@pitmaninsurance.com	FAX (A/C, No): (251)928-4406
	INSURER(S) AFFORDING COVERAGE	
INSURED Fairhope Rotary Club Foundation Post Office Box 741 Fairhope AL 36532	INSURER A: Scottsdale Insurance Company	NAIC # 41297
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

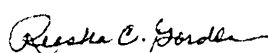
COVERAGES **CERTIFICATE NUMBER:** CL1813022727 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BQ1302018	05/11/2018	05/13/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	LIQUOR LIABILITY			BQ1302018	05/11/2018	05/13/2018	POLICY LIMITS \$ 1,000,000

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

The Fairhope Rotary Club Foundation Steak Cook Off: 10 N Section Street Fairhope, AL 36532, May 11, 2018

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

DATE: _____

SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: FRIDAY May, 11 2018 Times: 3 pm -- 10 pmType of Event: Fairhope Rotary Steak CookoffStreet(s) to be closed: 3:00 pm South Bancroft & Johnson Ave.

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

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

NAME	ADDRESS	PHONE	SIGNATURE
Book Inn	15 S. Section	928-3664	Walt
7 SOUTH	7 S Section St	270-1298	John Lee
Sadies	5 S Section St	929-3222	Sally
Erigi & Jays	400 Fairhope Ave	928-2011	Pat Howell
Lulu & me	404 Fairhope Ave	928-5508	JC Bradley
Honeybaked Ham	426 " "	928-7262	Deless
Copper Roof Ant	416 Fairhope Ave	990-0232	W. Natta
Olly's Locals	410 F hope Ave	517-9043	Ashley
J. Amelucifre	408 F hope Av	990-2680	Walt
M Kirchoff	258 S Section	269-3191	Molly Kirchoff
Susan's Salon	19 S Section	269-3191	Molly Kirchoff
LIVING WELL	25 S. SECTION	279-6046 279-0690	Jing McNutt
Objects	25 S Section S.B	929-3279	KM
RiverBenn	25 S Section S.C	928-3775	
The Colony Shop	27 S. Section St.	928-8172	Chiridee Sire

Person(s) responsible for collecting and authenticating above signatures: Name LESLIE MULCAHY
Phone 251-709-9122

Faint, illegible text, possibly bleed-through from the reverse side of the page.

John of Mrs. J. C. B. 058-2508

Faint, illegible text, possibly bleed-through from the reverse side of the page.

DATE: _____

NAME	ADDRESS	PHONE	SIGNATURE
Muchelli	315 Section St	928-5200	<i>Muchelli</i>
Dr. Muric	35 S Section St	990-3912	<i>Dr. Muric</i>
Refuge Coffee	4 S Bancroft	251-401-5249	<i>Refuge Coffee</i>
Sunni Park	68 S Bancroft St	656-8535	<i>Sunni Park</i>
Shannon Sirm	8 S Bancroft	928-0404	<i>Shannon Sirm</i>
Kelly Robbins	10 1/2 S Bancroft	928-5300	<i>Kelly Robbins</i>
March Hare Salon	411 Suite A Johnson Ave.	210-6375	<i>Chanelise Hampton</i>
JOHN GOLDSBERG	707 Johnson Ave	517-7198	<i>John Goldsberg</i>
Edward Jones	405 Johnson Ave.	928-7559	<i>Edward Jones</i>

Person(s) responsible for collecting and authenticating above signatures: Name LESLIE MULCAHY
 Phone 251-709-9122

120
Metal
Barricades
Staged
(see
Staging
Map)

Group to
return
barri-
cades to
each
staging
location

Two
Orange
Wood
Barricades
at each
entrance



ROTARY STEAK COOK-OFF

- Noon Mannich Parking Lot Clears
- 3p.m. Bancroft & Johnson close for Set-Up
- Vehicle Removal
- Lights/Porto-pots
- Garbage Cans
- 4p.m. Teams move in
- 7p.m. Event begins
- 10p.m. Event ends and Move-out begins
- 11:30p.m. Move-out ends

Rotary to set up plastic barriers (yellow on map)

Public Works to put up "No Parking after 3p.m." signs

Stage and band (Mr. Big & the Rhythm Sisters) set up in Mannich parking lot. Group will advise all merchants. Back alley will close at 5p.m.

Officers to check that no one goes over the barricades, that guests have designated wristbands, and please advise a member in a Rotary shirt if it looks like someone has had too much to drink.

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

Carts by the Bay to be at Julwins and Greers pkg lots

Sheri will notify schools for bus traffic and Faulkner

Contacts:
Elizabeth Stone
455-2513

Brian Lachey
Lackey15@gmail.com
401-0426

Chad Clark
Chad.clark@hancockwhitney.com
487-8250

Rotary Steak Cook Off Labor	Hours	Total Hours	Costs per Hour	Total Cost	Notes
Friday: Deliver Barricades; 4 Men	6 Hours	24.00	\$25.00	\$600.00	Drop off barricades (240)
Saturday: Clean Up: 6 Men	6 Hours	36.00	\$25.00	\$900.00	Barricade Pick Up / Garbage / Litter
Saturday: Street Sweeper : 1 Man	2 Hours	2.00	\$100.00	\$200.00	Street Sweeper for clean Up
TOTALS		62.00		\$1,700.00	



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

02-14-18 P03:18 IN

JMH

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

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

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH SPokane, WASH.

MAILING ADDRESS _____ PT. CLEAR, ALA 36564

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS _____

NO. YEARS AT PRESENT ADDRESS 6 NO. YEARS AT PREVIOUS ADDRESS 16

PREVIOUS ADDRESS 15874 SCENIC HWY, 98 PT. CLEAR ALA. 36562

NAME AND ADDRESS OF BUSINESS 2017 TASTE OF ROTARY
POINT CLEAR ROTARY FOUNDATION
INC. P.O. BOX 202 PT CLEAR, ALA 36564

NAME OF CORPORATION POINT CLEAR ROTARY FOUNDATION, INC

BUSINESS LOCATION FAIRHOPE CIVIC CENTER

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE YES

IF SO, WHERE FAIRHOPE UNDER WHAT NAME 2017 TASTE OF ROTARY

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
JAMES E. CURRIE	48, PT CLEAR ALA	
LESLIE G. WEBB	LAKE FAIRHOPE	
WILLIAM G. DORRIS	DR, FAIRHOPE	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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


SIGNATURE (FULL NAME) _____

2-17-18
DATE _____

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED  DATE 02-19-18
Chief of Police

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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



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

FEB 12 '18 AM 8:47

JAH

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. *Fred's Stores #1565*

APPLICANT'S NAME Ronald Kay SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Chicago

MAILING ADDRESS 4300 New Getwell Rd

HOME # _____ WORK # (901) 238-2230

CELL # _____ FAX # (901) 328-1449

RESIDENCE ADDRESS Collierville, TN 38107

NO. YEARS AT PRESENT ADDRESS 10 NO. YEARS AT PREVIOUS ADDRESS 10

PREVIOUS ADDRESS 11907 Arnyford Bend Cypress, TX 77429

NAME AND ADDRESS OF BUSINESS Fred's Store #1565

51 S. Greeno Rd, Suite 310, Fairhope, AL 36532

NAME OF CORPORATION Fred's Stores of Tennessee, Inc.

BUSINESS LOCATION 4300 New Getwell Rd Memphis, TN

*This store has never had a license before
HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE No

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Alan Eftink	Memphis TN 38118	
Ronald Kay (VP)	Collierville, TN 38107	
Jason Jenne (CFO)	Collierville, TN 38017	

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

- 011 - PACKAGE STORE LICENSE – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.
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- 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. \$50
- 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. \$75
- 100 - WINE WHOLESALER LICENSE
- 210 - WINE IMPORTER LICENSE \$12 issuance
- 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.

R. B. [Signature]
SIGNATURE (FULL NAME)

2/2/18
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____ City Clerk

APPROVED *Joseph N. Pittman* DATE 12-19-18
Chief of Police

APPROVED _____ DATE _____
BY COUNCIL _____ City Clerk

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

FEB 21 '19 AM 11:12

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Will D. CARLOW Jr. SSN# _____
 AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH HOUSTON, TX
 MAILING ADDRESS P.O. Box 2186 OR P.O. Box 1209 - FAIRHOPE 36533
 HOME # _____ WORK # 251-928-7888
 CELL # _____ FAX # _____
 RESIDENCE ADDRESS _____
 NO. YEARS AT PRESENT ADDRESS 12 NO. YEARS AT PREVIOUS ADDRESS _____
 PREVIOUS ADDRESS _____
 NAME AND ADDRESS OF BUSINESS District Hall, LLC
761 Nichols Ave FAIRHOPE, AL 36532
 NAME OF CORPORATION District Hall, LLC
 BUSINESS LOCATION 761 Nichols Ave, FAIRHOPE, AL
 HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes
 IF SO, WHERE FAIRHOPE UNDER WHAT NAME WAREHOUSE BAKERY + DONUTS
 HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE _____
 WHEN _____ WHAT WAS CHARGE _____
 DISPOSITION _____

LIST THREE REFERENCES:

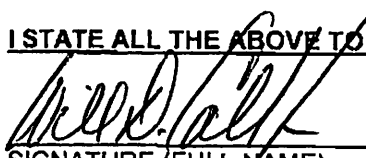
NAME	ADDRESS	PHONE NUMBER
<u>Anil VIRA</u>	<u>F'hope</u>	
<u>Tim Simmons</u>	<u>F'hope</u>	
<u>MARK Callahan</u>	<u>F'hope</u>	

City of Fairhope
Alcoholic Beverage
License Application
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PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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- 100 - WINE WHOLESALE LICENSE
- 210 - WINE IMPORTER LICENSE
- 200 - WINE MANUFACTURER LICENSE
- 240 - NON-PROFIT TAX EXEMPT LICENSE

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


SIGNATURE (FULL NAME)

2/15/2018
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL City Clerk

APPROVED  DATE 02-21-18
Chief of Police

APPROVED _____ DATE _____
BY COUNCIL City Clerk

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