



**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, 9 APRIL 2018 – 4:30 P.M. – COUNCIL CHAMBER**

1. Budget and Expenditures Discussion - Mayor
2. Discussion of SCADA and Engineering Department – Mayor and Richard Peterson
3. Discussion of Dockwa – Drew Craze
4. Discussion of Clubhouse Construction – Lynn Maser and Lance Cabaniss
5. Discussion of Farmer’s Market (Rules and Vendor Application) –  
Sherry-Lea Botop and Paige Crawford
6. Committee Updates
7. Department Head Updates/Grant Updates

**Next Regular Meeting Monday, April 23, 2018 at 4:30 p.m. and Same Place**

**Vendor Application & Rules for The City Fairhope Outdoor Farmers Market**

**Return to – City of Fairhope  
Attn: Paige Crawford  
PO DRAWER 429  
Fairhope, AL 36533**

**Or Email to: [paige.crawford@fairhopeal.gov](mailto:paige.crawford@fairhopeal.gov)**

I am applying as a    Farmer        Artisan        Prepared Food Vendor        Other

Farm/Business Name:

\_\_\_\_\_

Owner's name/s:

\_\_\_\_\_

Authorized Agents (if any):

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Primary phone # ( \_\_\_\_\_ ) \_\_\_\_\_ Alternate phone # ( \_\_\_\_\_ )  
\_\_\_\_\_ Other \_\_\_\_\_

**Email Address** \_\_\_\_\_

Do you take **Credit Cards**: YES NO    **EBT Cards**: YES NO    **Checks**: YES NO

**Cash**: YES NO    Senior Farmers Market Nutrition Program vouchers: YES NO

Are you registered with the Baldwin County Extension Agency for Growers Permit: YES NO

Production Address (if different from above)

\_\_\_\_\_

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

Website (if any): \_\_\_\_\_

List all products you intend to sell at the market

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I have read and understand all the rules and regulations as set forth by the governing body of the City of Fairhope for participation in Fairhope's Outdoor Farmers Market and will abide by them and understand if I break these rules it will result in my termination from the market with no refund. I agree to obtain all applicable permits and licenses, and to sell only products produced by my employees or me. I further agree not to hold the Fairhope Farmers Market or the City of Fairhope responsible for any damages arising from the sale of any of my products. I am responsible for obtaining all necessary insurance related to my product.

**I am aware that I am personally responsible for paying city, county, and state taxes which are incurred by selling my products at the market.**

Signed \_\_\_\_\_

Print \_\_\_\_\_ Date \_\_\_\_\_

**For questions/info email [paige.crawford@fairhopeal.gov](mailto:paige.crawford@fairhopeal.gov)  
or phone Paige Crawford 251-929-1466**

## **The Fairhope Outdoor Farmers Market**

The City of Fairhope Special Events Coordinator manages the regular business operations of the market.

- Market Manager – Paige Crawford (251) 929-1466

### **1. Location and Times**

Behind the Fairhope Public Library on the corner of Bancroft and Magnolia Avenue

Thursdays 3 p.m. to 6 p.m.

May 3 to July 19, 2018

Vendor Set up time starting at 1:30 p.m.

Close and clean up 6 p.m.

All vendors are required to stay for the full length of the market.

In the event of inclement weather conditions, the Market Manager has the authority to close the market to ensure safety of customers and vendors. No refunds of pre-paid fees will be given for bad weather.

### **2. Approval of vendors and products**

The market will strive for a diversification of local farm products, local seafood, and food vendors.

Only producers may sell at the market. A producer is defined as the person that grows or makes the product and may also include the producer's immediate family, partners, and employees.

**Farmers** (growers, ranchers, farmers, bee-keepers) – Farmers may sell products grown and/or produced in South Alabama with preference to Baldwin County. No buying and reselling of produce or other products is allowed.

**Artisans** are producers of unique, hand crafted items that represent use of local talent, materials, ideas, etc. Items must be self-produced, not resale and/or mass produced. All vendors selling value-added products are responsible for obtaining a valid business license from the City of Fairhope and Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service.

**Home Processed Food Vendor:** Food items that are home processed and meet the Alabama Farmer's Market Authority definition of non-potentially hazardous goods. Home processed products must satisfy all public health, labeling, permitting and other requirements pertaining to processed products. All vendors selling value-added products are responsible for obtaining a valid business license from the City of Fairhope and Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service.

**Food Vendors:** All food vendors must meet all local licensing and health department requirements and permits must be submitted upon acceptance to market. All vendors selling value-added products are responsible for obtaining a valid business license from the City of Fairhope and Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service. Participants shall collect all necessary taxes at the time of sale and remit same to the appropriate government authorities.

**Fishermen/Seafood-** Any vendor wishing to sell fresh or frozen seafood, must have a valid Alabama Seafood Dealer's License and follow all rules, regulations, and requirements of the Baldwin County Health Department associated with the selling of seafood.

**3. Fees**

**Season Plan \$100.00 for one 10X12 or parking space for the Spring/summer market season, paid in advance by 5/3/2018.**

**Daily Plan \$15.00 for one 10x12 or parking space per market date.** This will be collected during market hours.

Fees collected will be used for promotion, live entertainment, and to conduct the business of the farmer's market.

**4. Set Up and Clean Up**

The market manager will open the market space and vehicles may enter the lot at 1:30 p.m. on market day and vendors may begin setting up once they have an assigned space for the day. Each vendor is responsible for setting up his or her own tents, tables and signage. All vehicles should be loaded and cleared from the market area one (1) hour after the market closes.

I have been given a copy of the market rules. I understand and am willing to abide by them.

Farm Name \_\_\_\_\_

Owner/s \_\_\_\_\_ Date \_\_\_\_\_

Owner/s \_\_\_\_\_ Date \_\_\_\_\_

**Please sign and submit to Market Manager and keep a copy of rules for future reference.**



## Fairhope Outdoor Farmer's Market Vendor Information 2017

### Location

The Fairhope Outdoor Farmer's Market is located in the parking lot behind the Fairhope Public Library on Magnolia Avenue. The success of our market depends on a good growing season and the active participation and cooperation of many and varied producers. The City of Fairhope (COF) Special Events Coordinator manages the regular business operations of the market and welcomes your input.

### Dates of the Market

The Market will be open for retail sales between the hours of 3 p.m. and 6 p.m. every Thursday of the market season as designated by the COF Special Event Coordinator. Fairhope Outdoor Farmer's Market will open every Thursday afternoon beginning May 4 to November 2, 2017.

The market will be held every Thursday, **rain or shine**, but will close early at the discretion of the COF Special Event Coordinator, with safety being the first priority in the case of severe and threatening weather. In the event of dangerous weather, all vendors should seek refuge in their vehicles and must discontinue selling until all danger has passed. The City of Fairhope (COF), Special Events Coordinator has the right to cancel a market day if conditions are deemed unsafe. No refunds will be issued.

### Permits and Fees

The Fairhope Outdoor Farmer's Market will be split into three blocks. As a vendor, you can choose to participate in one block for \$75.00, two blocks for \$150.00, or all three blocks for the discounted rate of \$200.00. When advertising and publicizing the market, we will highlight just one market to the public from May- November 2017.

Block 1 (May 4, - June 29, 2017)	\$75.00
Block 2 (July 6 – August 31, 2017)	\$75.00
Block 3 (September 7 – November 2, 2017)	\$75.00

If space becomes available, vendors can pay a weekly fee of \$15.00. The registration fee only gives vendors permission to sell products at the market during the designated market dates and hours of operation.

**Please bring your fee, in cash or check. You will be given a receipt upon payment. NOTE: NO VENDOR WILL BE ALLOWED TO REGISTER FOR THE NEW SEASON WITH AN OUTSTANDING BALANCE FROM THE PREVIOUS YEAR;**

**Farmers (growers, ranchers, bee keepers)**

Alabama Farmer's Market Authority conducts periodic farm visits and requires that a grower's permit must be completed by each vendor before selling at the market. Permits are available at Baldwin County Extension Office in Bay Minette call (251)937-0222. Permits are provided at no cost. The purpose of the certificate is to ensure that the products sold originate with you, the grower, your family, employees or partners. A partnership, for the purpose of this document, is defined as two or more individuals engaged together in the joint production of agricultural products. This allows you, the producer, and the customer to be exempt from state and local taxes for goods sold. All Farm Vendors should keep a copy of their current certification/permit with them during each market day in case of on-site inspection and provide a copy to the Special Event Coordinator for their files. Copies of all growers' permits will be turned in each year to the City of Fairhope per city requirements. The producer can be subject to scheduled or random farm visits by the COF Special Events Coordinator. No buying and reselling of produce or other products is allowed.

Fairhope Outdoor Farmer's Market is recognized by the Alabama Farmer's Market Authority and participates in their Nutrition Program. It is recommended that each vendor have a sign identifying the name and location of the farm. Signs for vendors and other decorations are to be approved by the COF Special Events Coordinator.

**Artisans (soap)**

If you are selling products or items that do not allow you to be classified as a grower/farmer, you are required to have a business license from the City of Fairhope, from Baldwin County and from the State of Alabama. You are responsible for collecting and remitting related sales taxes. All vendors are responsible for obtaining a valid license from the Alabama Department of Revenue and a Tax ID number from the Internal Revenue Service. Vendors are required to collect and submit sales taxes to the respective tax agencies – the state of Alabama, Baldwin County and Fairhope city taxes.

Artisans are also required to submit samples of their work to the COF Special Event Coordinator. The COF Special Event Coordinator will contact the artisan immediately as to whether or not the work was approved for sale at the market. No mass produced or imported items may be sold at the market. No used clothing or shoes may be sold at the market; Final admission to sell artisan products at the market shall be at the reasoned discretion of the COF Special Event Coordinator. Fairhope Farmers Market can allow the sale of non-food products and other value-added products at the market as the number of non-food vendors does not exceed 30% of the total vendors.

**FOOD: Ready-to-Eat Vendors (juice, hot food, food trucks, cooked sauces) -** If you are selling products or items that do not allow you to be classified as a grower/farmer, you are required to have a business license from the City of Fairhope, from Baldwin County and from the State of Alabama. You are responsible for collecting and remitting related sales taxes to the respective tax agencies – the state of Alabama, Baldwin County and Fairhope city taxes. All vendors are responsible for obtaining a valid license from the Alabama Department of Revenue and a Tax ID number from the Internal Revenue Service. All licenses and permits must be available in case of on-site inspection from authorities. A permit for Ready-to-Eat Food must also be obtained from the Baldwin County Department of Health;

**Home Processed Food -** Home processed products must satisfy all public health, labeling, permitting and other requirements pertaining to processed products. Chapter 420-3-22.01 of the Rules of Food Establishment Sanitation now EXCLUDES a kitchen in a private home from the definition of food establishment if only food that is non potentially hazardous (time or temperature control required for safety) is prepared for sale at an Alabama state sanctioned farmers market and if the consumer is informed by a clearly visible label, tag, or placard at the point of sale. The label, tag or placard must be placed at the top of the product to be sold.

This item(s) was prepared in a kitchen that is NOT inspected by a regulatory agency

Home Processed Foods are required to have a business license from the City of Fairhope, from Baldwin County and from the State of Alabama. You are responsible for collecting and remitting related sales taxes to the respective tax agencies – the state of Alabama, Baldwin County and Fairhope city taxes. All vendors are responsible for obtaining a valid license from the Alabama Department of Revenue and a Tax ID number from the Internal Revenue Service. Many items are subject to Baldwin County Health Department regulations. For details on state regulations governing this, go online to <http://www.fma.alabama.gov/HomeProc.aspx>. It is the responsibility of the vendor to abide by these regulations. No cooking is permitted within the market area without prior approval by the COF Special Events Coordinator. It is the responsibility of each producer to abide by all state and federal regulations which governs the production, harvest, preparation, preservation, labeling, or safety of products offered for sale at the market. Vendors are liable for their own products. COF Special Events Coordinator, the City of Fairhope and/or Baldwin County Extension Service shall not be held accountable for the products offered by vendors. Product and liability insurance is the responsibility of the producer.

**RELISH--** a cooked, uncooked or pickled sauce usually made with vegetables or fruits and often used as a condiment; can be smooth or chunky, sweet or savory and hot or mild, and must have an acidity level less than 4.6pH. [Authors: Don Wambles, Patrick B. Moody Statutory Authority: Code of Ala. 1975, §§2-5A-1 et. seq. History: New Rule: Filed February 12, 2014; effective March 19, 2014];

This rule effectively excludes farmers markets from regulatory requirements of the ADPH regarding non-potentially hazardous home processed foods. Certain home processed foods for example baked breads, rolls, cookies, cakes, brownies, fudge, double-crust fruit pies, traditional fruit jams, jellies, marmalades and relishes, candy, spices or herbs, snack items such as popcorn, caramel corn and peanut brittle, may be sold at farmers markets with appropriate labeling. The label of a food in packaged form shall specify conspicuously the name and place of business of the manufacturer, packer, or distributor.

The acidity of foods is measured by pH. The range of pH is commonly considered to extend from zero to 14. A pH value of 7 is neutral, because pure water has a pH value of exactly 7. Values less than 7 are considered acidic, while those greater than 7 are considered basic or alkaline. Acidic foods are usually tart and sour, all fruits are acidic: tomato, lemon, peach, apple, etc. The FDA rule for acid foods states that a food must have a pH below 4.6 to be sold as a minimally processed food. The reason for this is bacteria do not grow at this level of acidity.

This exclusion shall not be construed as allowing the sale of low acid foods (pH >4.6) in hermetically sealed containers (i.e. such as home-canned green beans, peas, tomato relish, salsa, etc.) when such food is not prepared in a permitted establishment. The finish product will need to be tested, if the ph level is unknown.

#### Food Product Testing Requirements:

(1). A small sample (at least 1 cup) of the product is required for testing. The cost is approximately \$100.00 per sample. Checks may be made payable to: Alabama Cooperative Extension System or ACES. The sample should be carefully and safely packaged and mailed/sent to:

Regional Extension Agent  
Alabama Cooperative Extension  
221 Poultry Science Building  
260 Lem Morrison Dr.  
Auburn University, AL 36849  
Alabama Cooperative Extension System  
Food Product Testing Services

(2).The product must include the following information: Contact Person, Mailing Address, City/State/Zip, Phone/Fax, Email, and Product Name

#### **Fishermen/Seafood**

Any vendor wishing to sell fresh or frozen seafood, either retail or wholesale, through the Fairhope Farmers Market must have a valid Alabama Seafood Dealer's License and follow all rules and regulations associated with the selling of seafood. This does not apply to vendors that are preparing finished or value added products such as cooked

seafood that has been purchased through a licensed dealer. Seafood at the market must be local seafood, caught in the Gulf of Mexico. Applications and information are available by contacting the Alabama Marine Resources Division at 251-968-7576 or 251-861-2882. Baldwin County Health Department requirements, in order for the fisherman to sell seafood under an open shed, all the seafood must be sold as pre-packaged. The person cannot open the package to add or remove any seafood product. The fisherman will need to bring to the Baldwin County Health Department (BCHD) office in Robertsdale:

**MEAT SALES:** Only raw meats that are processed, packaged, and labeled at an inspected facility or are otherwise exempt from inspection may be sold at a farmers market. Exempt meats: rabbits, quail and bison.

Beef, pork, poultry and lamb products sold at farmers markets must originate from livestock slaughtered in a government (federal or state) inspected facility; All meat and poultry products must be wrapped and labeled with the seal of inspection on package;

Meat products must be brought to the market in frozen condition and kept frozen until sold. Selling packaged meat at the Farmers market requires sanitary handling and temperature control. A mechanical unit capable of maintaining the meat and poultry products in the frozen state is recommended to be used. For example, a freezer could be used.

**DAIRY SALES:** All dairy products, including cheese, must be processed, packaged, and labeled at a facility permitted and inspected by the Alabama Department of Public Health's Milk and Food Processing Branch. Product must have the proper labeling with vendor contact information or have information posted so the consumer will know who to contact if necessary;

Sale of raw milk for human consumption is not legal in Alabama and cannot be sold at markets;

**SHELL EGGS SALES:**

Shell eggs are considered farm products and may be sold at farmers markets with proper labeling information on package. Information required is: name and address of egg packer, date eggs were packed, grade and weight. Carton or egg container and egg product itself must be sanitized and free from fecal matter and other farm filth.

**Space Assignments and Reservation Policies**

Each space is approximately 10 foot wide by 10 foot deep. Some vendors will be allowed additional depth on the area in front of their vehicles, which is where they will present their product for sale.

**Season vendors**, those who reserve their spot by paying for the full season up front, will be assigned a particular spot in which they are permitted to set-up in each week at the market. Spots will be clearly marked.

**Weekly Vendors** are vendors that pay on a weekly basis and are assigned a spot in which they are permitted to set-up in each week based on availability. These vendors will not be promised the same location for each week. Spots will be clearly marked.

**Subletting or sharing space is not allowed.**

Vendors are responsible for bringing their own set-up items, including but not limited to: Table, chairs, 10x10 tent, signage etc. The vendor will be responsible for the set-up and tear down of their tent. Electrical generators are not allowed at the market. There are a limited number of power outlets available. These are on a first come, first serve basis. Vendors must bring their own all-weather extension cords and should arrange for a space near the power outlet. Electrical cords must not be a safety hazard.

Vendors will be licensed to sell only from occupied space as assigned by the COF Special Events Coordinator unless an additional space has been assigned and payment has been received. Vendors will not be allowed to walk around the market selling or advertising their product(s).

**Regulations & Guidelines**

Each motor vehicle used at the market must be covered by liability insurance and proof of that insurance must be available on-site at each market day.

Live animals are prohibited for sale at farmers markets in Alabama.

Solicitation for political campaigns, products, services or charitable contributions not specifically addressed through the COF Special Events Coordinator are not allowed.

Vendors must be 16 years of age or older. Younger children are welcome and encouraged to participate, but must be accompanied by an adult responsible for the child's conduct and safety.

Fraudulent, dishonest, deceptive merchandising, or disruptive behavior, may be grounds for forfeiture of the right to do business of any kind in the market for a length of time to be determined by the City of Fairhope.

Vendors will be solely responsible at all times for the cleanliness within their vending area regardless of the origin of the debris in that location. Each vendor is required to leave the space clean at the end of the day. Trashcans will be provided at the market.

The COF Special Events Coordinator will have the full power to enforce all rules and regulations within the market area as authorized by the City of Fairhope. Failure by any

vendor to comply with any of these rules and regulations can result in the forfeiture of the right to do business of any kind in the market for a length of time determined by the City of Fairhope. The COF Special Events reserves the right to terminate participation for any reason at any time without refund of the registration fee.

It is recommended that vendors use safe, natural and colorful displays. Be aware of tripping hazards in the walk area. It is best to raise all displays (especially food items) at least 24 inches from the ground. These vertical levels of display will dramatically increase product visibility.

Public restrooms are located inside the Fairhope Welcome Center, the Fairhope Museum of History and the Fairhope Public Library.

### **Complaints**

Any complaints filed with the COF Special Events Coordinator concerning violation of food production regulations or origin of produce or goods will be investigated by the COF Special Events Coordinator. Complaint resolution matters of this nature is the responsibility of the COF Special Events Coordinator who shall determine what type of investigation if any shall be conducted in response to the written complaint. *All complaints will be kept confidential with the COF Special Events Coordinator, however, anonymous complaints WILL NOT be addressed.*

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 9 APRIL 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 26 March 2018 Regular City Council Meeting, minutes of 26 March 2018 Work Session, and minutes of 26 March 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. Presentation – Warren Averett presenting the Audit for fiscal year ending September 30, 2017.
6. Ordinance – An Ordinance Repealing and Replacing Ordinance No. 590 to protect the Public Health, Safety and Welfare by providing Policy and Procedure for Park Beach Entrance Fee at Fairhope’s bay front within the City of Fairhope.
7. Resolution – To Repeal and Replace 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.
8. Resolution – To Authorize the Submission of an FY 2019 Transportation Alternatives Set-Aside Program Grant to the Alabama Department of Transportation to Construct New Sidewalk Facilities at Manley Soccer Complex. Total project cost is estimated at \$800,000.00; the City will be responsible for providing 20 percent or \$160,000.00.
9. Resolution – That the City Council hereby approves and establishes the Rules and Regulations for the Fairhope Outdoor Farmer’s Market along with the Vendor Application.
10. Resolution – That Resolution No. 3033-18 is hereby amended due to a revision in specifications, which includes an internal rope halyard and the ability to withstand windspeeds of 140 mph flagged; and the City Council now approves the procurement of a Sixty Foot Flagpole at the Waterfront Rose Garden for the City of Fairhope from Alabama Flag and Banner with a total cost of \$7,150.00.
11. Resolution – That the City of Fairhope hereby authorizes to allow the contract between the City of Fairhope and Mowrey Elevator Company of Florida, Inc. to terminate without extensions and approves the Mayor to see these services through a buying group contract. The applicable contract clause is 7.2 Termination for Convenience: Any contract/agreement/purchase order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

12. Resolution – That the Governing Body of the City of Fairhope hereby rescinds RFQ No. 002-18 for a Metal Building Maintenance Barn for Soccer Complex and authorizes to reissue RFQs.
13. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for Rehabilitation of Wastewater Collection System for the Sewer Department (RFQ No. PS013-18) with a not-to-exceed amount of \$35,000.00.
14. Resolution – That the City of Fairhope has voted to purchase two 2018 Ford F150 SuperCab 4x2 Pickups for the Electric Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid, with a cost of \$50,322.00.
15. Resolution – That the City of Fairhope has voted to purchase a Kubota Diesel Zero Turn Mower with Canopy for the Recreation Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid, with a total cost of \$13,495.57.
16. Resolution – That the City of Fairhope has voted to purchase Ten Laptop Computers for the Police Department and the equipment is available for direct procurement through the Interlocal Purchasing System (“TIPS”) Buying Group Contract; and therefor, does not have to be let out for bid. This has been nationally bid through the TIPS’ bid process. The total cost is \$10,109.50.
17. Resolution – That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the Job Position of Supervisor of Streets Maintenance and Construction Division and to Delete the Job Position of Streets & Construction Crew Leader; and the Job Descriptions and Grades of Pay for same.
18. Resolution – That the City Council authorizes the sharing of costs of certain limited electrical services on private property located at 57 S. Bayview. The private property work is to be conducted by a third-party contractor. Placement of underground utility service is cheaper than and saves expenses associated with the replacement of multiple utility poles currently extending over potentially conflicting rights of way on third party property. The City Council finds that current cost savings and a reduction of future maintenance expenses serve a valuable public purpose. Therefore, the City Council authorizes the Mayor to execute an agreement with the homeowner to pay or reimburse expenses associated with work performed on private property past the utility department’s demarcation line, not to exceed one half of the amount of the lowest quote received for the work in question.
19. Resolution – That the City Council authorizes the limited use and placement of one Fairhope Pier/font logo owned by Lucy Goose LLC on up to four bike racks to be used only in the City’s central business district. The City Council finds that the advertising value to the license holder is de minimis and constitutes good and valuable consideration for the use of said logo. The City Council hereby authorizes Councilmember Robert Brown of the Pedestrian and Bicycle Committee to negotiate and execute a limited licensing or use agreement with Lucy Goose LLC d/b/a The Fairhope Store for the use of said trademarked logo on the four bike racks.

20. Resolution – That the City Council pursuant to its authority granted by Alabama Code 11-43-56, regarding the management and control of the finances of the City of Fairhope, hereby amends the 2017-2018 budget to include a \$30,000.00 contract retainer to be paid to the City Attorney and City Prosecutor for professional services.
21. Request – Casi Callaway, Mobile Baykeeper, requesting permission to block streets and use Park on South end of Pier, North Beach Road, Bayfront Park (pier), and Fountain area for the 2018 Publix Grandman Triathlon on June 2, 2018 (On June 1st close rose garden no later than 5:00 p.m. and on June 2nd close road entering North Bayfront Park from 5:00 a.m. until the last racer finishes); use of barricades; and permission to serve beer on South Beach Park with all appropriate security after the race.
22. Request – Casi Callaway, Lower Alabama Multisport, Inc. and Mobile Baykeeper, requesting permission to block streets (N. Mobile Street and N. Beach Road); use the Park on the South end of the Pier; and use of barricades for the Jubilee Kids' Triathlon on June 3, 2018 from 6:30 a.m. to 10:00 a.m. (On June 2nd close rose garden no later than 7:00 p.m. and on June 3rd close road entering North Bayfront Park from 5:00 a.m. until the last racer finishes).
23. Application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Andrew Tubertini for The Fairhope Rotary Club Foundation, for the Annual Steak Cook-Off located on Bancroft Street at Fairhope Avenue to Morphy Street, Fairhope, Alabama on May 11, 2018 from 3:00 p.m. to 11:30 p.m.; and rain out location 161 N. Section Street.
24. Application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Stephen Savage for the Eastern Shore Art Association, Inc., for "White Linen Night," located at 401 Oak Street, Fairhope, Alabama on May 17, 2018.
25. Application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Niki Whitaker for Care House, Inc., for "Under the Stars," located at 14210 Greeno Road, Fairhope, Alabama on April 27, 2018.
26. Application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Jennifer Kopf for St. Michael Catholic High School "An Evening with Andy Andrews," located at 11732 Higbee Road, Fairhope, Alabama on May 3, 2018.
27. Public Participation – (3 minutes maximum)
28. Executive Session – To Discuss Pending Litigation
29. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, April 9, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, April 9, 2018 – Council Chambers**

**Next Regular Meeting – Monday, April 23, 2018 - Same Time and Place**

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 26 March 2018.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Jason Garcia of Celebration Church and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on three agenda items after Agenda Item Number 22: a resolution that the City of Fairhope approves the request for the Water Department’s unbudgeted operational funds for this Change Order for City’s portion of County Highway Department Project to replace bridge over Polecat Creek on CR 9; and approves Consolidated Pipe, Inc., as the Contractor for the work to install two Insert Valves at a cost of \$12,000.00; a resolution that the City of Fairhope has voted to purchase a Fuel Master System for the Fairhope Docks (Marina), and the equipment is an addition to the City’s Fuel Master System, with a cost of \$10,520.00; and a resolution that the City of Fairhope has voted for the procurement of Work to the Bulkhead at the Marina for the Fuel Tank Slab for the City of Fairhope from Asphalt Services, Inc. with a total cost of \$16,924.00.

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

Councilmember Boone moved to approve minutes of the 15 March 2018, regular meeting; minutes of the 15 March 2018, work session; and minutes of 15 March 2018, agenda meeting. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Arts and Crafts Festival being a great success;
- 2) Thanked Public Works Department, Police Department, employees, and volunteers for making the Arts and Crafts Festival successful;
- 3) FEEF Tournament had 36 teams who played; and raised over \$50,000.00;

26 March 2018

- 4) Baldwin County Special Olympics was held at Fairhope High School and was a success; thanked Tom Kuhl and his crew for their hard work; and mentioned volunteers preparing approximately 544 meals for everyone;
- 5) The Employee Golf Outing was held Sunday, March 25, 2018;
- 6) Introduced Jillian Saffle as the new Purchasing Manager;
- 7) Congratulated all of the Teachers of the Year for 2018: Kacie Hardman from Fairhope Elementary, Janice Kinard from Fairhope Middle, Brittany Luckie from Fairhope Intermediate, Sarah Saltee from J. Larry Newton, and Kristie Davis from Fairhope High. Janice Kinard also won Baldwin County Teacher of the Year.
- 8) Mentioned the cyclist that was killed on County Road 13; and wants the Pedestrian and Bicycle Committee and Baldwin County Trailblazers to renew at "I'm your Neighbor, I ride a Bike" campaign; and the City of Fairhope was the first to implement "Complete Streets" program in Alabama.

Councilmember Conyers mentioned people traveling for Spring Break and wished everyone safe travels. He asked the City Council to think about the Mayor's salary and position: full-time versus part-time; and a possible City Administrator or City Manager. Councilmember Conyers said these need to be addressed well ahead of the next election.

Councilmember Boone reiterated what Mayor Wilson about the Special Olympics; and said they inspire him because they put their heart into all the events. He mentioned Scherry Douglas, Personnel Board member, being ROTC Teacher of the Year; and his daughter Brittany Luckie was Teacher of the Year from Fairhope Intermediate. Councilmember Boone announced the birth of his grandson, Michael Scott Boone, who weighed 7 lbs. 4 oz.

Council President Burrell stated the Ormand Thompson (President of Thomas Hospital) and Kathy Baugh (21 Years with the Thomas Hospital Foundation) were here tonight. Mr. Thompson addressed the City Council and said he was here representing a fine staff. He thanked the City Council for their investment in the Birth Center; and there are 1,200 babies born each year. Mr. Thompson mentioned the Colony Rehabilitation Center, Breast Center, and Cancer Center now at Thomas Hospital. He said the hospital has great community support; and it helps the quality of life for Fairhope.

Council President Burrell stated the City purchased the Triangle Property for \$8.75 million; and we need to look at making it a Conservation Easement. He invited staff, the Mayor, and Councilmembers to protect and preserve this area. He suggested walking trails and keeping it green. Councilmember Boone commented it needs to be a greenspace environment. Council President Burrell said it keeps the integrity of Fly Creek.

Council President Burrell thanked everyone for the Employee Outing on Sunday.

26 March 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution accepting the public streets, public right-of-ways, and all of Fairhope's public utilities located in public right-of-ways within Old Battles Village, Phase Three, for maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreements between the City of Fairhope and Truland Homes, LLC. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3019-18**

**WHEREAS**, the Owners of Old Battles Village, Phase Three desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2632-A, 2632-B, 2632-C, and 2632-D, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

**WHEREAS**, the City of Fairhope, Alabama, has received from the owners of Old Battles Village, Phase Three, maintenance bonds for the public improvements constructed for a period of 2 years, and;

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

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

Adopted this 26th day of March, 2018

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

Attest:

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

26 March 2018

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution accepting all of Fairhope's public utilities located in right-of-ways within Battles Trace at the Colony, Phase 4 for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Teacher's Retirement System of Alabama. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3020-18**

**WHEREAS**, the Owners of Battles Trace at the Colony, Phase 4 desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2614-C and 2614-D accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

**WHEREAS**, the City of Fairhope, Alabama, has received from the owners of Battles Trace at the Colony, Phase 4, maintenance bonds for the public improvements constructed for a period of 2 years, and;

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Battles Trace at the Colony, Phase 4 are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and the Teacher's Retirement System of Alabama (the "Subdivider").

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

Adopted this 26th day of March, 2018

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

Attest:

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

26 March 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution accepting all of Fairhope's public utilities located in right-of-ways within Pinewood Subdivision for maintenance and to authorize Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Sweetwater Investments, LLC. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3021-18**

**WHEREAS**, the Owners of Pinewood Subdivision desire to have all Fairhope public utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2617-F accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

**WHEREAS**, the City of Fairhope, Alabama, has received from the owners of Pinewood Subdivision, maintenance bonds for the public improvements constructed for a period of 2 years, and;

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

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

Adopted this 26th day of March, 2018

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

Attest:

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

26 March 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution accepting the public streets, public right-of-ways, and all of Fairhope's public utilities located in public right-of-ways within Phase 3 of Greenbrier at Firethorne for maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreements between the City of Fairhope and Firethorne Development, LLC. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3022-18**

**WHEREAS**, the Owners of Phase 3 of Greenbrier at Firethorne desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2612-F, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

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

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Phase 3 of Greenbrier at Firethorne are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Firethorne Development, LLC (the "Subdivider").

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

Adopted this 26th day of March, 2018

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

Attest:

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

26 March 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes Mayor Wilson to submit a letter to the AMEA requesting the three grants totaling \$20,000.00 to be used for operating an Entrepreneurial Development Center. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3023-18**

**WHEREAS**, the City of Fairhope is desirous to partner with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance and the University of Alabama to operate an Entrepreneurial Development Center in space provided by and in conjunction with BBVA Compass Bank; and

**WHEREAS**, the Foundation will hire a full-time director for the Center that will oversee the operation of growing technology-based companies and jobs in Fairhope. This Center will focus on a strategic programmatic approach to building entrepreneurial companies and creating a start-up culture in the City of Fairhope. The "Technology Village" concept and method that the Center will utilize is designed to have a locally operated and funded entrepreneurial center that has the full resources and support of the University of Alabama. In coordination with the Baldwin Community and Economic Foundation; The University of Alabama will provide training, research and faculty resources to the Entrepreneurial Development Center and start-up companies within the Center. The Center will have an Advisory Board of successful entrepreneurs, small business partners and a representative nominated by the Mayor of Fairhope and a representative nominated by the Fairhope City Council. This Advisory Board will aid the Foundation and Center Director and serve as a resource to all start-up companies in the Center. The Entrepreneurial Development Center will catalyze technology-based job creation and will enhance the entrepreneurial culture in Fairhope.

**WHEREAS**, there is funding available for said project through grants from AMEA totaling \$20,000.00: the AMEA Special Projects Grant, \$5,000.00; the AMEA Community Support Projects Grant, \$5,000.00; and the AMEA Community Development Grant, \$10,000.00; and

**WHEREAS**, the AMEA grants do not require a match, but does require a letter requesting the grants with an outline of the purpose and intended community/economic development project, program and/or initiative.

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope authorizes Mayor Wilson to submit a letter to the AMEA requesting the three grants totaling \$20,000.00 to be used for operating an Entrepreneurial Development Center in partnership with the Baldwin Community and Economic Foundation the 501c3 arm of the Baldwin County Economic Development Alliance and the University of Alabama in space provided by and in conjunction with BBVA Compass Bank.

DULY ADOPTED THIS 26TH DAY OF MARCH, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

26 March 2018

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution the City Council approves the proposed Title VI Program for the City of Fairhope/James P. Nix Center in order to comply with the Title VI federal requirements. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3024-18**

**WHEREAS**, the CITY OF FAIRHOPE/JAMES P. NIX CENTER is a recipient of federal financial assistance from the Alabama Department of Transportation in support of transit services which imposes certain obligations upon the recipient, including complying with the Title VI federal requirements; and

**WHEREAS**, Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance; and

**WHEREAS**, the CITY OF FAIRHOPE/JAMES P. NIX CENTER commits to assure that no person shall, on the grounds of race, color, national origin or sex, as provided by Title VI of the Civil Rights Act of 1964 and the Civil Rights Restoration Act of 1987 (PL100.259), be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination under any program or activity regardless of the funding source;

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

The CITY COUNCIL approves the proposed Title VI Program in order to comply with the Title VI federal requirements.

The FACILITY MANAGER, in his or her capacity, will serve as the Title VI Officer and is authorized to revise and update the plan as necessary.

ADOPTED THIS 26TH DAY OF MARCH, 2018

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

ATTEST:

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

26 March 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of approves the selection of O'Donnell & Associates, Inc. to perform Professional Consulting Services for Groundwater Level Monitoring at Three (3) City Wellfields for the Water Department (RFQ No. PS016-18), and hereby authorizes Mayor Karin Wilson to establish a not-to-exceed limit of \$6,000.00; and to execute the associated contract. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3025-18**

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

[1] That the City of approves the selection of O'Donnell & Associates, Inc. to perform Professional Consulting Services for Groundwater Level Monitoring at Three (3) City Wellfields for the Water Department (RFQ No. PS016-18), and hereby authorizes Mayor Karin Wilson to establish a not-to-exceed limit of \$6,000.00; and to execute the associated contract.

DULY ADOPTED THIS 26TH DAY OF MARCH, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Design Engineering Services for Sidewalks Between U. S. 98 and County Road 13 (RFQ No. PS037-17); ALDOT TAP Grant No. TAPAA-TA17 (937) for the Public Works Department (RFQ No. PS037-17) with a not-to-exceed amount of \$39,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

26 March 2018

**RESOLUTION NO. 3026-18**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Design Engineering Services for Sidewalks Between U. S. 98 and County Road 13 (RFQ No. PS037-17); ALDOT TAP Grant No. TAPAA-TA17 (937) for the Public Works Department (RFQ No. PS037-17) with a not-to-exceed amount of \$39,000.00.

DULY ADOPTED THIS 26TH DAY OF MARCH, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Ten (10) Motorola Portable Radios; APX6000 7/800 mhz1.5 for the IT Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid, with a total cost of \$24,935.50. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3027-18**

**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 Ten (10) Motorola Portable Radios; APX6000 7/800 mhz1.5 for the IT Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

26 March 2018

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number:

Contract Number:

Mounted Radios

**Cost is \$24,935.50**

Adopted on this 26th day of March, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Security Equipment for the Recreation Department at the Fairhope Recreation Center and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51. The cost will be \$34,563.51. The motion was seconded by Councilmember Conyers. IT Director Jeff Montgomery explained the security equipment was budgeted for \$15,000.00, but the system is down and no cameras will record. He said we need to replace all cameras and add more for security. Council President Burrell said he spoke to Michael Hinson and Jill Cabaniss to see where money will come from for unbudgeted items. Mayor Wilson commented that cuts were made to the budget and the other items were not put back into the budget. After further discussion, motion passed unanimously by voice vote.

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26 March 2018

**RESOLUTION NO. 3028-18**

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

That the City of Fairhope has voted to purchase Security Equipment for the Recreation Department at the Fairhope Recreation Center and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51. The cost will be \$34,563.51.

Adopted on this 26th day of March, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a 2018 Ford F150 SuperCab 4x2 Pickup for Animal Control for the Police Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid, with a cost of \$22,956.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3029-18**

**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 2018 Ford F150 SuperCab 4x2 Pickup for Animal Control for the Police Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

26 March 2018

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T191A

2018 Ford F150 SuperCab 4x2

Cost is **\$22,956.00 each**

Adopted on this 26th day of March, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a 2019 Ford F250 SuperCab 4x2 Pickup for the Construction & Facilities Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid with a cost of \$25,385.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3030-18**

**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 2019 Ford F250 SuperCab 4x2 Pickup for the Construction & Facilities Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

26 March 2018

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T191A

2019 Ford F250 SuperCab 4x2

**Cost is \$25,385.00 each**

Adopted on this 26th day of March, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a one (1) Caterpillar D80 UL2200 Diesel Generator Set for the Fire Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 080613-CAT); 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 \$33,564.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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26 March 2018

**RESOLUTION NO. 3031-18**

**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) Caterpillar D80 UL2200 Diesel Generator Set for the Fire Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 080613-CAT); 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 \$33,564.00.

Adopted on this 26th day of March, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Replacement of Well #3 Pump and Assembly for the Water Department to Layne Christiansen Company with a total cost not to exceed \$61,250.00 (Bid No. 011-18). Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3032-18**

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

[1] That the City of Fairhope did request, receive, and open bids for Replacement of Well #3 Pump and Assembly for the Water Department (Bid Number 011-18) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

26 March 2018

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

Please see attached Bid Tabulation for  
Replacement of Well #3 Pump and Assembly

[3] After evaluating the bid proposals with the required bid specifications, Layne Christiansen Company with the total bid proposal of \$61,250.00, is now awarded the bid for Replacement of Well #3 Pump and Assembly for the Water Department.

Adopted on this 26th day of March, 2018

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

Attest:

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

CITY OF FAIRHOPE  
BID TAB and RECOMMENDATION  
BID NO: 011-18  
BID NAME: Replacement of Well #3-2018  
BID OPENED: March 12, 2018 at 9:00 A.M.  
Note: Bid Bond 5% (not required on less than \$10,000)

VENDOR	Bid Proposal Executed / Signed / Notarized	BID BOND	Addenda 1 and 2 signed	OPTION 1: removal of pump, residual oil and disposal of, and replace with water lubricated pump	Option 1 Alternate 1	OPTION II Chemical cleaning and redevelopment	OPTION II Alternate 2	TOTAL BID AMOUNT
LAYNE CHRISTIANSEN COMPANY	YES	YES	YES	\$40,600.00	\$750.00	\$15,000.00	\$5,000.00	\$61,250.00
GRINER DRILLING SERVICES, INC	YES	YES	YES	\$38,300.00	\$2,000.00	\$25,500.00	\$12,750.00	\$76,550.00

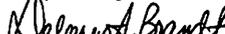
Recommendation: Award to the lowest bidder, Layne Christiansen Company, in their Bid amount of \$61,250.00



Richard Peterson, P.E. Director of Operations

3/12/2018

To my knowledge this is an accurate Bid Tabulation



Delores A Brandt, Purchasing Clerk

3/12/18

26 March 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope with a total cost of \$6,540.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3033-18**

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

[1] That the City of Fairhope did request and receive quotes for an Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement of an Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope from Admiral Flag Poles, Inc. with a total cost of \$6,540.00.

Adopted on this 26th day of March, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the following Job Position of 1st Assistant Professional; and the Job Description and Grade of Pay for same. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

26 March 2018

**RESOLUTION NO. 3034-18**

**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:

<b>Addition:</b>	<b>Job Positions</b>	<b>Grade of Pay</b>
	1st Assistant Professional	19

ADOPTED THIS 26TH DAY OF MARCH, 2018

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

ATTEST:

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

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope amends the Recreation Department Budget to increase its amount by up to \$13,000.00 as necessary to be used for part-time tennis assistants only. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3035-18**

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

[1] That the City of Fairhope amends the Recreation Department Budget to increase its amount by up to \$13,000.00 as necessary to be used for part-time Tennis Assistants only.

Adopted on this 26th day of March, 2018

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

Attest:

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

26 March 2018

Councilmember Conyers moved to appoint Jim Horner to the Fairhope Environmental Advisory Board for a four-year term which will expire March 2022. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the request for the Water Department's unbudgeted operational funds for this Change Order for City's portion of County Highway Department Project to replace bridge over Polecat Creek on CR 9; and approves Consolidated Pipe, Inc., as the Contractor for the work to install two Insert Valves at a cost of \$12,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 3036-18**

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

[1] That the City of Fairhope did request and receive quotes for a Contractor to install two Insert Valves to the Water Main Relocation Project at Polecat Creek on CR9 which is an unbudgeted operational item; and to also approve the vendor for the Water Department's Change Order for the County Highway Department Bridge work, for the City of Fairhope at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the request for the Water Department's unbudgeted operational funds for this Change Order for City's portion of County Highway Department Project to replace bridge over Polecat Creek on CR 9; and approves Consolidated Pipe, Inc., as the Contractor for the work to install two Insert Valves at a cost of \$12,000.00.

Adopted on this 26th day of March, 2018

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

Attest:

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

26 March 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a Fuel Master System for the Fairhope Docks (Marina), and the equipment is an addition to the City's Fuel Master System, with a cost of \$10,520.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3037-18**

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

[1] That the City of Fairhope has voted to purchase a Fuel Master System for the Fairhope Docks (Marina), and the equipment is an addition to the City's Fuel Master System, with a cost of \$10,520.00.

Adopted on this 26th day of March, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted for the procurement of Work to the Bulkhead at the Marina for the Fuel Tank Slab for the City of Fairhope from Asphalt Services, Inc. with a total cost of \$16,924.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3038-18**

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

[1] That the City of Fairhope did request and receive quotes for Work to the Bulkhead at the Marina for the Fuel Tank Slab at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

26 March 2018

[2] After evaluating the quotes, the City of Fairhope approves the procurement of Work to the Bulkhead at the Marina for the Fuel Tank Slab for the City of Fairhope from Asphalt Services, Inc. with a total cost of \$16,924.00.

Adopted on this 26th day of March, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

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

There being no further business to come before the City Council, the meeting was duly adjourned at 6:49 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

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

The City Council met in a Work Session at 4:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 26 March 2018.

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

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

The following topics were discussed:

- The first item on the agenda was the discussion of the City Health Plan & Quarterly Performance Review was presented by Frank Weber and Desmond Joiner. Mr. Weber explained the exposure to the City and aggregate coverage; briefly went over the total net plan costs. Council President Burrell said we need the cost employees are paying for insurance. Mr. Joiner said the City needs access to facilities and doctors; insulated from costs; and affordable. Mayor Wilson mentioned having a Wellness Plan. A copy of the handout is on file in the City Clerk's office.
- The Discussion of Fuel Master System Discussion was next on the agenda was explained by Revenue Manager Jennifer Olmstead and Marina Manager Drew Craze. This is an addition for the Marina to the City's Fuel Master System. Mr. Craze said it can track online and give daily reports. We are needing it for Seaport, ALEA, and Fly Creek Marina. The spillage of fuel and service life of system was questioned.
- Drew Craze and Public Works Director Richard Johnson discussed the Seawall Reinforcement of Fuel Dock. Mr. Johnson said this is an additional bulkhead system to support the Fuel Dock.
- Richard Johnson and Recreation Director Tom Kuhl explained the Grant Request and Use of Impact Fees for Soccer Field Bleachers. Mr. Johnson commented there is a TAP grant deadline of May 1, 2018 for an additional \$800,000.00 that could be used for Manley Road sidewalks which would be ADA compliant and could possibly tie in pads for bleachers making them ADA compliant. Councilmember Boone stated the sidewalks do not have to be 10 feet wide, but more like 6 feet wide. Mr. Johnson said we need to know what size bleachers before the pads can be poured.  
  
Mr. Kuhl said the larger bleachers for the Championship fields; and 9 bleachers would have a total cost of \$117,000.00. The consensus of the City Council was to move forward with both.
- Richard Johnson explained the need for Reclassification of Streets Crew Leader to Supervisor. He commented this is a goal for the employee and the old administration told the employee after receiving a four-year degree would be promoted to supervisor. Mr. Johnson said the salary would be \$60,000.00 which includes the 1.5 percent increase.

- Councilmember Conyers said the Library Board meeting has been moved to April 2, 2018; the Historic Preservation Committee meeting is scheduled for April 5, 2018 and the Fairhope Environmental Advisory Board will be on April 13, 2018.
- Council President Burrell said the Fairhope Airport Authority is still in negotiations with a large corporation for the West side of airport.
- Operations Director Richard Peterson addressed the City Council regarding the testing of the outfall line with dye which showed a breach. He said the outfall is approximately 150 to 200 yards and should be 1,000 yards. Mr. Peterson said the ADEM model shows a bowl shape from Point Clear to Rock Creek; and the outfall pipe is not quite outside of this area.

Councilmember Conyers reiterated the distance the outfall should be is 1,000 yards. The breach is fairly clean water, but with nitrates and other chemicals. Mr. Peterson said a diver could assess the entire outfall line and depth. Council President Burrell suggested a marker to protect the outfall line.

Mr. Peterson brought up the 80 acres of the Airport Authority for use as a decentralized sewer treatment and disposal site. The consensus of the City Council was they wanted to think about this suggestion.

- Finance Director Jill Cabaniss addressed the City Council regarding the FY 2017 audit being complete. She said the auditor's report will possibly be the next meeting.
- Purchasing Manager Jillian Saffle addressed the City Council and introduced herself.
- Lynn Maser recognized the Marina Manager Drew Craze and said he was doing a great job. She said the "Loopers" will put out an e-blast and put in their magazines regarding fuel at Fairhope Docks.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:46 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 26 March 2018.

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

Council President Burrell called the meeting to order at 5:46 p.m. The City  
Council reviewed and discussed the agenda for their meeting to be held today at 6:00  
p.m.

There being no further business to come before the City Council, the meeting was  
duly adjourned at 5:50 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

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

**AN ORDINANCE REPEALING AND REPLACING ORDINANCE NO. 590  
TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE BY  
PROVIDING POLICY AND PROCEDURE FOR PARK BEACH ENTRANCE FEE  
AT FAIRHOPE'S BAY FRONT WITHIN THE CITY OF FAIRHOPE**

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

It is expressly declared that the purpose of these regulations, policies and procedures is to provide a guideline for those people wishing to use the Park Beach at Fairhope's bay front and establish an entrance fee for such use to partially defray the cost of administering these services and the additional costs and expenses to maintain the Park Beach.

This policy is applicable to City of Fairhope Park Beach.

**SECTION I. PARK BEACH POLICY**

It shall be unlawful for any person to drive any type of motor vehicle, walk or ride a bicycle into the City of Fairhope Park Beach, Fairhope, Alabama without paying the Park Beach entrance fee.

**SECTION II. PARK BEACH ENTRANCE FEES**

The following are the City of Fairhope Park Beach entrance fees:

Motor Vehicles	\$20.00 per vehicle
Pedestrians and Bicycles	\$5.00 for each

A City of Fairhope resident is allowed free access; however, must present the Park Beach Access Decal on vehicle; and must show proof of residency if walking or riding a bicycle.

**SECTION III. PENALTY FOR VIOLATION.**

Any person who violates any provision herein shall be subject to a penalty not to exceed that provided in Section 1-8 of the Fairhope Code of Ordinances.

**SECTION IV. SEVERABILITY**

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

**SECTION V. EFFECTIVE DATE**

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

ADOPTED THIS THE 9TH DAY OF APRIL, 2018

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

Attest:

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

ORDINANCE NO. 570

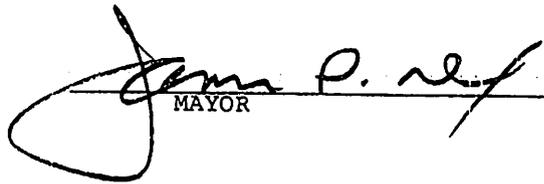
AN ORDINANCE TO PROHIBIT ANY MOTOR VEHICLE FROM ENTERING INTO THE BEACH PARK OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA WITHOUT PAYING THE ENTRANCE FEE THEREFOR AND ESTABLISHING A MINIMUM AND MAXIMUM FINE FOR VIOLATION OF THE SAME.

SECTION I - It shall be unlawful for any person to drive any type of motor vehicle into the beach park of the City of Fairhope, Fairhope, Alabama without paying the entrance fee therefor.

SECTION II - Any person found to be in violation of this Ordinance shall be punished by a fine of not less than \$5.00 nor more than \$25.00 at the discretion of the Court.

SECTION III - This Ordinance shall become effective upon its due adoption and publication as required by law.

ADOPTED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 1977.

  
MAYOR

ATTEST: \_\_\_\_\_  
CITY CLERK

## Sec. 1-8. - General penalty; violations of code, ordinance, or state law.

- (a) Any person committing an offense within the corporate limits of the city, or within the police jurisdiction thereof, which is in violation of this Code or any ordinance of the city, now existing or hereafter enacted, shall, upon conviction, be punished by a fine of not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00). In addition thereto, any person so convicted, may be imprisoned or sentenced to hard labor for the city for a period not exceeding six (6) months, at the discretion of the court trying the case. Provided, however, no penalty shall consist of a fine or sentence of imprisonment exceeding the maximum fine or sentence of imprisonment established under state law for the commission of substantially similar offenses.
- (b) Any person committing an offense within the corporate limits of the city, or within the police jurisdiction thereof, which is declared by a law or laws of the state, now existing or hereafter enacted, to be a misdemeanor, shall, upon conviction, be punished by a fine of not less than one dollar (\$1.00) nor more than five hundred dollars (\$500.00). In addition thereto, any person so convicted, may be imprisoned or sentenced to hard labor for the city for a period of not exceeding six (6) months, at the discretion of the court trying the case. Provided, however, no penalty shall consist of a fine or sentence of imprisonment exceeding the maximum fine and sentence established under state law for the commission of substantially similar offenses.
- (c) In all cases where the same offense is made punishable or is created by different clauses or sections of this Code or of an ordinance, the prosecuting officer may elect under which to proceed; but not more than one recovery shall be had against the same person for the same offense; provided, the revocation of a license or permit, or the abatement of a nuisance and the assessment of the cost thereof, shall not be considered a recovery or penalty so as to bar the enforcement of any other penalty.
- (d) Whenever a minimum but not maximum fine or penalty is imposed, the court may in its discretion fine the offender any sum exceeding the minimum fine or penalty so imposed but not exceeding five hundred dollars (\$500.00).
- (e)

No provision of this Code or any ordinance designating the duties of any officer or employee shall be so construed as to make such officer or employee liable for any fine or penalty for a failure to perform such duty, unless the intention of the council to impose such fine or penalty on such officer or employee is specifically and clearly expressed in the section creating the duty.

(Ord. No. 644, § 4, 12-19-79)

**Cross reference**— Power of municipal court, § 10-7; certain traffic costs, § 10-14; court costs, §§ 10-7(d), 10-14; adoption of state misdemeanor, etc., § 14-1.

**State Law reference**— Authority of city to enforce obedience to ordinances by fine not exceeding \$500.00 and by imprisonment or hard labor not exceeding 6 months, or both, Code of Ala. 1975, §§ 11-45-1, 11-45-9; authority to abate nuisances, §§ 11-47-117, 11-47-118; as to municipal courts, see § 12-14-1 et seq.

**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 9th day of April, 2018

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

Attest:

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

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

**AUTHORIZING THE SUBMISSION OF AN FY 2019  
TRANSPORTATION ALTERNATIVES SET-ASIDE  
PROGRAM GRANT TO THE ALABAMA DEPARTMENT  
OF TRANSPORTATION TO CONSTRUCT NEW SIDEWALK  
FACILITIES AT MANLEY SOCCER COMPLEX**

**WHEREAS**, the Alabama Department of Transportation (ALDOT) is accepting applications from municipal governments for FY 2019 Transportation Alternatives Set-Aside Program (TAP) Grants; and

**WHEREAS**, the City of Fairhope has identified the need to provide new sidewalk facilities designated for use by pedestrians at the Manley Soccer Complex in Fairhope; and

**WHEREAS**, the total project cost is estimated at \$800,000.00, and if funded, the grant will pay 80% or \$640,000.00 and the City of Fairhope will be responsible for providing 20% or \$160,000.00; and

**WHEREAS**, if funded, the City will see this project through to completion and will be responsible for providing long-term maintenance of the new facilities;

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, IN REGULAR SESSION ASSEMBLED, that by this Resolution the City of Fairhope authorizes submission of a TAP Grant to ALDOT requesting funds to construct new pedestrian facilities.

**BE IT FURTHER RESOLVED**, that the City Council authorizes the Mayor to sign all required grant application documents on behalf of the City.

DULY ADOPTED THIS 9TH DAY OF APRIL, 2018

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

Attest:

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

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby approves and establishes the Rules and Regulations for the Fairhope Outdoor Farmers Market along with the Vendor Application.

ADOPTED ON THIS 9TH DAY OF APRIL, 2018

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

Attest:

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

**Vendor Application & Rules for The City Fairhope Outdoor Farmers Market**

**Return to – City of Fairhope  
Attn: Paige Crawford  
PO DRAWER 429  
Fairhope, AL 36533**

**Or Email to: [paige.crawford@fairhopeal.gov](mailto:paige.crawford@fairhopeal.gov)**

I am applying as a    Farmer        Artisan        Prepared Food Vendor        Other

Farm/Business Name:

\_\_\_\_\_

Owner's name/s:

\_\_\_\_\_

Authorized Agents (if any):

\_\_\_\_\_

Mailing Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zipcode: \_\_\_\_\_

Primary phone # ( \_\_\_\_\_ ) \_\_\_\_\_ Alternate phone # ( \_\_\_\_\_ )  
\_\_\_\_\_ Other \_\_\_\_\_

**Email Address** \_\_\_\_\_

Do you take **Credit Cards:** YES NO    **EBT Cards:** YES NO    **Checks:** YES NO

**Cash:** YES NO    Senior Farmers Market Nutrition Program vouchers: YES NO

Are you registered with the Baldwin County Extension Agency for Growers Permit: YES NO

Production Address (if different from above)

\_\_\_\_\_

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

Website (if any): \_\_\_\_\_

List all products you intend to sell at the market

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I have read and understand all the rules and regulations as set forth by the governing body of the City of Fairhope for participation in Fairhope's Outdoor Farmers Market and will abide by them and understand if I break these rules it will result in my termination from the market with no refund. I agree to obtain all applicable permits and licenses, and to sell only products produced by my employees or me. I further agree not to hold the Fairhope Farmers Market or the City of Fairhope responsible for any damages arising from the sale of any of my products. I am responsible for obtaining all necessary insurance related to my product.

**I am aware that I am personally responsible for paying city, county, and state taxes which are incurred by selling my products at the market.**

Signed \_\_\_\_\_

Print \_\_\_\_\_ Date \_\_\_\_\_

**For questions/info email [paige.crawford@fairhopeal.gov](mailto:paige.crawford@fairhopeal.gov)  
or phone Paige Crawford 251-929-1466**

## **The Fairhope Outdoor Farmers Market**

The City of Fairhope Special Events Coordinator manages the regular business operations of the market.

- Market Manager – Paige Crawford (251) 929-1466

### **1. Location and Times**

Behind the Fairhope Public Library on the corner of Bancroft and Magnolia Avenue

Thursdays 3 p.m. to 6 p.m.

May 3 to July 19, 2018

Vendor Set up time starting at 1:30 p.m.

Close and clean up 6 p.m.

All vendors are required to stay for the full length of the market.

In the event of inclement weather conditions, the Market Manager has the authority to close the market to ensure safety of customers and vendors. No refunds of pre-paid fees will be given for bad weather.

### **2. Approval of vendors and products**

The market will strive for a diversification of local farm products, local seafood, and food vendors.

Only producers may sell at the market. A producer is defined as the person that grows or makes the product and may also include the producer's immediate family, partners, and employees.

**Farmers** (growers, ranchers, farmers, bee-keepers) – Farmers may sell products grown and/or produced in South Alabama with preference to Baldwin County. No buying and reselling of produce or other products is allowed.

**Artisans** are producers of unique, hand crafted items that represent use of local talent, materials, ideas, etc. Items must be self-produced, not resale and/or mass produced. All vendors selling value-added products are responsible for obtaining a valid business license from the City of Fairhope and Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service.

**Home Processed Food Vendor:** Food items that are home processed and meet the Alabama Farmer's Market Authority definition of non-potentially hazardous goods. Home processed products must satisfy all public health, labeling, permitting and other requirements pertaining to processed products. All vendors selling value-added products are responsible for obtaining a valid business license from the City of Fairhope and Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service.

**Food Vendors:** All food vendors must meet all local licensing and health department requirements and permits must be submitted upon acceptance to market. All vendors selling value-added products are responsible for obtaining a valid business license from the City of Fairhope and Alabama Department of Revenue and a tax I.D. number from the Internal Revenue Service. Participants shall collect all necessary taxes at the time of sale and remit same to the appropriate government authorities.

**Fishermen/Seafood-** Any vendor wishing to sell fresh or frozen seafood, must have a valid Alabama Seafood Dealer's License and follow all rules, regulations, and requirements of the Baldwin County Health Department associated with the selling of seafood.

**3. Fees**

**Season Plan \$100.00 for one 10X12 or parking space for the Spring/summer market season, paid in advance by 5/3/2018.**

**Daily Plan \$15.00 for one 10x12 or parking space per market date.** This will be collected during market hours.

Fees collected will be used for promotion, live entertainment, and to conduct the business of the farmer's market.

**4. Set Up and Clean Up**

The market manager will open the market space and vehicles may enter the lot at 1:30 p.m. on market day and vendors may begin setting up once they have an assigned space for the day. Each vendor is responsible for setting up his or her own tents, tables and signage. All vehicles should be loaded and cleared from the market area one (1) hour after the market closes.

I have been given a copy of the market rules. I understand and am willing to abide by them.

Farm Name \_\_\_\_\_

Owner/s \_\_\_\_\_ Date \_\_\_\_\_

Owner/s \_\_\_\_\_ Date \_\_\_\_\_

**Please sign and submit to Market Manager and keep a copy of rules for future reference.**

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

**WHEREAS**, on the 24th day of March, 2018, the City of Fairhope adopted Resolution No. 3033-18; a resolution to approve the procurement of a Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope from Admiral Flag Poles, Inc. with a total cost of \$6,540.00; and

**WHEREAS**, due to a revision in specifications, which includes an internal rope halyard and the ability to withstand windspeeds of 140 mph flagged, the total cost and vendor has changed.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Resolution No. 3033-18 is hereby amended and now approves the procurement of a Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope from Alabama Flag and Banner with a total cost of \$7,150.00.

Adopted on this 9<sup>h</sup> day of April, 2018

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

Attest:

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





MEMO

Date: March 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: Placing on City Council agenda approval of the **non-budgeted procurement** of one SIXTY (60) ft flagpole to replace the deteriorating one located at the Rose Garden near the waterfront.

The City needs to procure a new flagpole to replace the badly deteriorating one located in the center of the Rose Garden at the waterfront. donation to the City to cover the cost of the new flagpole. Quotes (attached) have been obtained. The lowest quote for the **SIXTY (60) FOOT flagpole with satin finish, a wall thickness of .375 inches, an internal Rope Halyard, and able to withstand windspeeds of 140mph flagged** is SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500.00) and shipping cost of SIX HUNDRED FIFTY DOLLARS (\$650.00), for a total of SEVEN THOUSAND ONE HUNDRED FIFTY DOLLARS (\$7,150.00) is from Alabama Flag and Banner, Inc. of Huntsville, AL. This is a non-budgeted item. City Council requires their approval of all non-budgeted procurements over \$5,000.00.

See attached quotations:

		<u>Wall thickness</u>	<u>Finish</u>	<u>Lead Time</u>
<b>Alabama Flag &amp; Banner, Inc</b>	<b>\$ 7,150.00</b>	<b>.375"</b>	<b>Satin</b>	<b>6 weeks</b>
Alabama Flag & Banner, Inc	\$ 7,545.00	.375"	Clear anodized	6 weeks
Alabama Flag & Banner, Inc	\$ 5,812.00	.312"	Satin	6 weeks
Alabama Flag & Banner, Inc	\$ 6,778.00	.312"	Clear anodized	6 weeks
Admiral Flag Poles, Inc.	\$ 7,082.00	.250"	Satin	8 weeks
Admiral Flag Poles, Inc.	\$ 7,810.00	.250"	Clear Anodized	8 weeks
Dixie Decorations	\$10,320.00	.250"	Satin	7-10 weeks
Dixie Decorations	\$11,600.00	.250"	Clear Anodized	7-10 weeks
Betsy Ross Flag Co	no quote			

**Please place on the next City Council Agenda this request to approve the \$7,150.00 non-budgeted procurement of the 60 ft. flagpole to replace the one at the Rose Garden.**

## Alabama Flag & Banner Quote Sheet

Company	City of Fairhope	Date	3/21/2018
Contact		From	david@alabamaflag.com
Phone		Fax	

Flagpole	<input checked="" type="checkbox"/> Satin	Bronze Anodized	<input checked="" type="checkbox"/> Clear Anodized
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Item	QTY.	Height	Diameter		Wall	External	Internal	Internal	Price Ea.
	Each	Exposed	Butt	Top	Thickness	Halyard	Rope Halyard	Cable Winch	
satin finish	1	60'	12"	4"	.375"			x	\$6,500.00
clear anodized	1	60'	12"	4"	.375"			x	\$6,895.00
Shipping									\$650.00

Size	Flag	Material	Price Ea.	Size	Flag	Material	Price Ea.

**STANDARD HARDWARE FOR THE FOLLOWING:**

**EXTERNAL HALYARD** - gold aluminium BALL STATIONARY ALUMINUM TRUCK SINGLE DOUBLE REVOLVING Cleat Collar Steel sleeve Halyard and Snaphooks

**INTERNAL ROPE HALYARD** - GOLD ANODIZED ALUMINUM BALL, STATIONARY ALUMINUM TRUCK, ROPE HALYARD, LOCKABLE DOOR, BRASS SNAPHOOKS, FLASH COLLAR, AND GROUND SLEEVE.

**INTERNAL CABLE/HALYARD**- REVOLVING INTERNAL TRUCK, (BALL ), STAINLESS STEEL CABLE HALYARD, LOCKABLE DOOR, BRASS SNAPHOOKS, FLASH COLLAR AND sleeve. X

**NOTES & COMMENTS:**

PRICE QUOTED DOES NOT INCLUDE SALES TAX

Windspeeds Flagged 140 mph Unflagged 191

Flagpole is 100% American made NOTE WE DO NOT SELL CHINA MADE POLES

THERE IS A 6 WEEK LEAD TIME FOR THIS POLE

ABOVE PRICING BASED ON SINGLE PURCHASE, SINGLE SHIPMENT, SHIPPED COMPLETE

PRODUCTION IS NOT INITIATED UNTIL POLES ARE RELEASED BY CUSTOMER FOR SHIPMENT

IF CONSIGNEE NOTIFICATION OF SHIPMENT PRIOR TO DELIVERY IS REQUIRED, ADD \$20.00

IF STAMPED ENGINEERED DRAWINGS REQUIRED ADD \$250.00

[david@alabamaflag.com](mailto:david@alabamaflag.com)

### Alabama Flag & Banner, Inc.

2720 Governors Drive ■ Huntsville, AL 35805

P.O. Box 1288 ■ Huntsville, AL 35807

Phone: 256/534-1300 ■ Toll Free: 800/523-3524 ■ Fax: 256/533-1304

**Alabama Flag & Banner Quote Sheet**

Company	City of Fairhope	Date	3/21/2018
Contact		From	david@alabamaflag.com
Phone		Fax	

Flagpole  Satin      Bronze Anodized       Clear Anodized

Item	QTY.	Height	Diameter		Wall	External	Internal	Internal	Price Ea.
	Each	Exposed	Butt	Top	Thickness	Halyard	Rope Halyard	Cable Winch	
satin finish	1	60'	12"	4"	.312"	x			\$5,162.00
clear anodized	1	60'	12"	4"	.312"	x			\$6,128.00
cleat box	1								\$95.00
halyard cover									\$95.00
Shipping									\$650.00

Size	Flag	Material	Price Ea.	Size	Flag	Material	Price Ea.

**STANDARD HARDWARE FOR THE FOLLOWING:**  
 EXTERNAL HALYARD - gold aluminium BALL STATIONARY ALUMINUM TRUCK SINGLE DOUBLE REVOLVING  
 Cleat Collar Steel sleeve Halyard and Snaphooks

INTERNAL ROPE HALYARD - GOLD ANODIZED ALUMINUM BALL, STATIONARY ALUMINUM TRUCK, ROPE HALYARD, LOCKABLE DOOR,  
 BRASS SNAPHOOKS, FLASH COLLAR, AND GROUND SLEEVE.

INTERNAL CABLE/HALYARD- REVOLVING INTERNAL TRUCK, (BALL ), STAINLESS STEEL CABLE HALYARD, LOCKABLE  
 DOOR, BRASS SNAPHOOKS, FLASH COLLAR AND sleeve.      X

**NOTES & COMMENTS:**      **PRICE QUOTED DOES NOT INCLUDE SALES TAX**

-----  
 Windspeeds Flagged 140 mph Unflagged 191  
 -----  
 Flagpole is 100% American made      **NOTE WE DO NOT SELL CHINA MADE POLES**  
 -----  
**THERE IS A 6 WEEK LEAD TIME FOR THIS POLE**  
 -----  
**ABOVE PRICING BASED ON SINGLE PURCHASE, SINGLE SHIPMENT, SHIPPED COMPLETE**  
 -----  
**PRODUCTION IS NOT INITIATED UNTIL POLES ARE RELEASED BY CUSTOMER FOR SHIPMENT**  
 -----  
 IF CONSIGNEE NOTIFICATION OF SHIPMENT PRIOR TO DELIVERY IS REQUIRED, ADD \$20.00  
 -----  
 IF STAMPED ENGINEERED DRAWINGS REQUIRED ADD \$250.00  
 -----

david@alabamaflag.com  
**Alabama Flag & Banner, Inc.**  
 2720 Governors Drive ■ Huntsville, AL 35805  
 P.O. Box 1288 ■ Huntsville, AL 35807  
 Phone: 256/534-1300 ■ Toll Free: 800/523-3524 ■ Fax: 256/533-1304



5795 Westbourne Ave.  
 Columbus, OH 43213  
 PH: 614-864-7653  
 Toll Free: 1-800-783-7653  
 FAX: 1-800-830-6233

**QUOTATION**

Date: March 19, 2018

Joe Wolchina  
 Fairhope Public Utilities  
 P.O. Drawer 429  
 Fairhope, AL 36533

**PROJECT: 60' Extra Heavy Duty Internal Winch Flag Pole – Clear Anodized Finish**

QTY	DESCRIPTION	UNIT COST	TOTAL
1	60' Extra Heavy Duty Grade Winch Flag Pole	\$7,810.00	\$7,810.00
	65' OAL – 12" Butt X 4" Top X .250 Wall		

**Prices Include Delivery.**

Each Flag Pole to include the following Accessories:

- 8" Gold Anodized Spun Aluminum Ball Ornament
- Heavy Duty Cast Aluminum Revolving Truck (Pulley)
- 1/8" Stainless Steel Aircraft Cable
- 5 - #2 Bronze Snaps with Covers
- Stainless Steel Winch with Handle
- Winch Access Door with Lock and Keys
- Vinyl Covered Counterweight & Nylon Ball Sling
- Spun Aluminum Base Collar
- Corrugated Steel Foundation Tube
- 3 Piece Design with Flush Joint

**Finish: Clear Anodized Finish**

**Delivery: Allow 8 Weeks**

*Michael A. Henne*  
 Michael A. Henne, President



March 20, 2018

TO: Clint Steadham

REF: Requested flagpole quotes

Clint:

As you requested, here are my quotes on one (1) sixty (60') foot CLEAR ANODIZED Internal Halyard or one (1) sixty (60') foot SATIN NON anodized Internal Halyard flagpole.

NOTE: I have two (2) different 60 foot INTERNAL HALYARD flagpoles, one with a 10" butt diameter and one with a 12" butt diameter. I am quoting both for your review and comparison.

Specifications for both Anodized and NON Anodized 10" butt diameter flagpoles are as follows:

Exposed height	60 feet
Overall height	66 feet
Number of sections	three (3)
Butt diameter	ten (10") inches
Top diameter	four (4") inches
Wall thickness	.250" inches (1/4")
UNFLAGGED MAX wind speed	150 MPH
FLAGGED MAX wind speed	106 MPH
Suggested flag size	12' X 18'
Weight	764 pounds

*Included with quoted price for 10" AND 12" butt diameter flagpoles:*

Freight to Fairhope, AL  
Spun aluminum ball for top of flagpole  
Cast aluminum revolving truck with enclosed stainless steel bearings  
Stainless steel cable assembly  
Deluxe flag arrangement  
Retainer ring and counterweight  
M-Winch system

Aluminum flash collar  
Steel foundation sleeve  
Steel base plate with support plate and lightning ground spike

Specifications for both Anodized and NON Anodized 12" butt diameter flagpoles are the same as above EXCEPT as follows:

Butt diameter	twelve (12") inches
UNFLAGGED MAX wind speed	213 MPH
FLAGGED MAX wind speed	120 MPH
Weight	843 pounds

Estimated delivery time for either the 10" or 12" butt diameter flagpole AFTER an order is placed is five (5) to seven (7) BUSINESS weeks for the ANODIZED flagpole or seven (7) to ten (10) BUSINIESS days for the SATIN NON anodized flagpole.

Price quotes:

~~10" butt diameter 60 foot Internal Halyard CLEAR ANODIZED flagpole~~  
~~\$ 9,450.00~~

~~10" butt diameter 60 foot Internal Halyard SATIN NON anodized flagpole~~  
~~\$ 8,500.00~~

12" butt diameter 60 foot Internal Halyard CLEAR ANODIZED flagpole  
\$ 11,600.00

12" butt diameter 60 foot Internal Halyard SATIN NON Anodized flagpole  
\$ 10,320.00

If you have any questions on these quotes, please feel free to call me TOLL FREE at 800-423-4260.

I look forward to hearing from you soon with the results of this quote.

Sincerely,

Jerry Fulmer



Vice President

**From:** Clint Steadham  
**To:** Richard Johnson; Arthur Bosarge  
**Subject:** FW: Flagpole Quotes  
**Date:** Tuesday, March 20, 2018 2:43:33 PM

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**From:** Jennifer Robison <jenni@betsyrossflagco.com>  
**Sent:** Tuesday, March 20, 2018 1:34 PM  
**To:** Clint Steadham <clint.steadham@cofairhope.com>  
**Subject:** Flagpole Quotes

Hi Clint,

I am sorry to say it is not possible for me to give you quotes on the poles of which we spoke at this time. Good luck with the project.

Thank you for thinking of Betsy Ross, though!

Jenni

--

Jennifer Robison  
Betsy Ross Flag Company  
800-681-3580  
251-540-2246

**RESOLUTION NO. 3033-18**

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

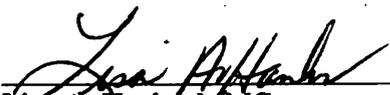
[1] That the City of Fairhope did request and receive quotes for an Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] After evaluating the quotes, the City of Fairhope approves the procurement of an Sixty (60) Foot Flagpole at the Waterfront Rose Garden (Replacement) for the City of Fairhope from Admiral Flag Poles, Inc. with a total cost of \$6,540.00.

Adopted on this 26th day of March, 2018

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

Attest:

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

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

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

[1] That on March 5, 2015 the City of Fairhope did award Mowrey Elevator Company of Florida, Inc. (Bid No. 012-17), a one-year contract titled Citywide Elevator Maintenance 2017. The original contract was dated May 1, 2017 and will expire on May 1, 2018.

[2] That the City of Fairhope hereby authorizes to allow the contract between the City of Fairhope and Mowrey Elevator Company of Florida, Inc. to terminate without extensions and approves the Mayor to seek these services through a buying group contract. The applicable contract Clause is 7.2 Termination for Convenience:

*Any contract/agreement/purchase order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.*

Adopted on this 9th day of April, 2018

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

Attest:

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



MAR 28 '18 AM 9:00

*FAH*

## MEMO

To: Michael Hinson, Treasurer

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

Date: March 19, 2018

Re: **Terminating contract for Bid No. 012-17, Citywide Elevator Maintenance 2017**

The Public Works department is requesting termination of the current contract with **Mowrey Elevator Company of Florida, Inc.** for **Bid No. 012-17, Citywide Elevator Maintenance 2017**, per terms and conditions of the contract. The original contract was dated May 1, 2017, and will expire on May 1, 2018.

The applicable contract clause is 7.2:

7.2 **Termination for Convenience:** Any Contract / Agreement / Purchase Order may be terminated for convenience by the City of Fairhope, in whole or in part, by written notification to the awarded vendor.

**Please place on the next City Council agenda this request to allow the contract between the City of Fairhope and Mowrey Elevator Company of Florida, Inc., dated May 1, 2017, to terminate without any extensions and approve the Mayor to seek these services through a buying group contract.**

Cc: file

**ITEM III  
BID RESPONSE**

Date: 3 / 6 / 2017

**Bid No.:** 012-17  
**Bid Name:** Citywide Elevator Maintenance 2017

Contract/Bid Duration: One (1) year from signing date of contract, with the option to renew Contract/Bid for up to TWO (2) additional years if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the bid or contract.

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this contract and scope of work.

The City of Fairhope reserves the right to reject any or all bids for any reason.

The CITY agrees to provide the following materials: none

<b>Elevator Location:</b>	<b>Maintenance Service per Month</b>
Fairhope LIBRARY, 501 Fairhope Av	\$ <u>100.<sup>00</sup></u>
Fairhope MUSEUM, 24 N. Section St	\$ <u>125.<sup>00</sup></u>
Fairhope REC CENTER, 803 Greeno Road	\$ <u>100.<sup>00</sup></u>
Fairhope PARKING DECK, 8 S Church St	\$ <u>125.<sup>00</sup></u>
<b>TOTAL</b>	\$ <u>450.<sup>00</sup></u>

For other work outside the scope of routine

	<b>Helper</b>	<b>Technician</b>	<b>Supervisor</b>	
Standard Rate Per Hour	50	150	150	
Overtime Per Hour	75	200	200	
Sundays and Holidays Per Hour	75	200	200	

Company Mowrey Elevator Company of Florida Inc.

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (bidder to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>1</u>	<u>2/21/2017</u>	<u>3</u>	<u>2/22/2017</u>
<u>2</u>	<u>2/22/2017</u>		

*Currently under contract til May 1*





**Purchaser ("Purchaser"):**  
 City of Fairhope  
 555 N. Section St.  
 Fairhope, Alabama 36532

**Service Location ("Premises"):**  
 City of Fairhope

**KONE Inc. ("KONE")**  
 Mobile  
 5252 2A Halls Mill Road  
 Mobile, AL 36619

**KONE Care™ Plus Agreement for Vertical Transportation  
 ("Agreement")**

City of Fairhope

.....  
 (Signature of Authorized Representative)

.....  
 (Print Name)

.....  
 Title

.....  
 Date

Respectfully submitted,

Kerry Dupree  
 KONE Inc.

.....  
 (Approved by) Authorized Representative

.....  
 Title

.....  
 Date

**EQUIPMENT DESCRIPTION ("Equipment")**

Manufacturer	Hydraulic		MRL		Geared Traction		Gearless Traction		Escalator	Powerwalk	Other
	Passenger	Freight	Passenger	Freight	Passenger	Freight	Passenger	Freight			
Other	4										

**TENDER DATE:** 02/27/2018

**EFFECTIVE DATE:** 04/01/2018

**PRICE**

\$658.44 per month payable by Purchaser annually in advance (\$7,901.28 per annual installment). If Purchaser does not sign this Agreement within 90 days after the tender date above, KONE reserves the right to submit a revised price.

The price is based upon annual in advance payment. In the event Purchaser chooses one of the following payment options by initialing the selection below, a surcharge will apply as outlined:

Payment Option	Surcharge	Revised Monthly Price	Acceptance
Semi-Annual in advance payment	2% Increase	\$ 671.61 per month	
Quarterly in advance payment	3% Increase	\$ 678.19 per month	
Monthly in advance payment	4% increase	\$ 684.78 per month	

**SCOPE OF SERVICES**

KONE will perform maintenance visits to examine, maintain, adjust, and lubricate the components listed below. In addition,

# National IPA Maintenance Agreement – Contract #R150801 for the Protection of Vertical Transportation Equipment



- A. THIS AGREEMENT (hereinafter "Agreement") made and entered into on this 27th day of March, 2017 by and between City of Fairhope, having an address of PO Drawer 429 Fairhope, AL 36533 hereinafter referred to as "Purchaser"), and, ThyssenKrupp Elevator Corporation, a Delaware corporation, having an address of 114 Townpark Drive, Kennesaw, Georgia 30144 (hereinafter referred to as "Contractor"). In consideration of the mutual covenants contained herein, Contractor agrees to perform the services described herein and Purchaser or its members agree to pay the amounts described herein, all on the terms and conditions set forth in this Agreement.

WHEREAS,

- B. The Purchaser is engaged either as a real property owner or manager (or as a part in joint ventures or consortiums to that effect); and
- C. The Service Provider is engaged in the business of servicing and repairing elevators, escalators and other vertical transportation equipment.

NOW THEREFORE, the Parties hereto agree as follows:

## 1. BACKGROUND

The Purchaser and the Service Provider desire to enter into this Agreement as a long term commitment for the maintenance and repair of Purchaser's vertical transportation equipment as further described in this Agreement. Under the Agreement the Purchaser may issue written requests to the Service Provider to provide certain vertical transportation maintenance services at locations controlled by Purchaser. The Agreement is to provide an umbrella for those location-specific written requests for vertical transportation maintenance services issued by the Purchaser.

## 2. GOVERNING DOCUMENTS

The following documents form and are an integral part of this Agreement and are to be taken as mutually explanatory of one another. In the case of any ambiguity or discrepancy between the documents forming the Agreement, then the priority of the documents will be in the order as listed below, unless otherwise agreed in writing between the parties:

- (a) Each individual location requirement (as specified at the time of ordering by the Purchaser). An Location requirement shall be considered "Accepted" if it is fully executed by a duly authorized representative of both the Purchaser and the Service Provider and provided to the Service Provider;
- (b) This Agreement;
- (c) Any other document mutually agreed and signed by the parties, forming part of this Agreement.

## 3. PERFORMANCE

Service Provider will provide the services and/or scope of work applicable to all vertical transportation equipment described on any fully executed and properly delivered Agreement (the "equipment") on the terms and conditions set forth in this Agreement (the "Services"). The term "Property" hereinafter will refer to the real property of the Purchaser on which the equipment is located. Service Provider will use trained personnel directly employed and supervised by Service Provider or sub-contractors. They will be qualified to keep Purchaser's equipment properly adjusted, and they will use all reasonable care to maintain that equipment in proper operating condition. Service Provider will regularly and systematically examine, adjust

and lubricate as required, and, in Service Provider's sole opinion, if conditions warrant, Service Provider will repair or replace all equipment parts and devices not specifically excluded by this Agreement.

The Services shall be performed in a diligent and first class manner, with quality supplies, materials, equipment and workmanship and in such a manner so as to minimize the possibility of any annoyance, interference, or disruption to tenants or other occupants of the Property and their invitees. Upon completion of the Services, Service Provider shall restore the Property to its original condition and shall leave the Property clean and free of all tools, equipment, waste materials and rubbish.

Service Provider will service Purchaser's equipment and its component parts in their present condition with the understanding that Service Provider shall neither be required nor obligated to service, make renewals or repairs upon the equipment by reason of negligence, obsolescence, misuse of the equipment, loss of power, blown fuses, tripped stop switches, theft, vandalism, explosion, fire, power failure, water damage, storm, lightning, nuisance calls or by any other reason or any other cause beyond Service Provider's control, except ordinary wear and tear from the commencement date of this agreement. With the passage of time, equipment technology and designs will change. If any part or component of any equipment described in a NFA cannot, in Service Provider's sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. Purchaser will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, Service Provider will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will Service Provider be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Any work not specifically covered under this agreement shall be at Purchaser's sole expense.

The Service Provider may propose changes to the Services by informing the Purchaser in writing. To be binding, such changes must be approved by authorized representatives of both parties in writing. The Parties may also, at any time, agree to add new Services at agreed prices to be covered by this Agreement. To be binding, such additions must be approved by corresponding authorized representatives of both parties in writing.

**Pledge of Purchaser Satisfaction**

3.1 In the event that Purchaser elects to undertake an audit of the service provided under this Agreement and any Location(s) Agreement, such audit must be announced in writing at least ten (10) working days in advance. If any non-compliance is identified in writing to the Service Provider at the address set forth in this Agreement, whether pursuant to an audit or under any other circumstances, the Service Provider will begin to take appropriate measures to remedy such non-compliance within thirty (30) days thereafter.

3.2 The Purchaser and the Service Provider shall appoint appropriate personnel to meet regularly at local and global levels and at such intervals as is deemed necessary to enable the parties to discuss and review the performance of both parties of their respective obligations under this Agreement. The reviews will take place in order to:

- a) Monitor the effectiveness and efficiency with which this Agreement is being implemented;
- b) Agree to mutual objectives and timescales;
- c) Assess the overall performance of this Agreement by each party;
- d) Review business implications, targets and risks;
- e) Review whether this Agreement is being conducted in the spirit it was intended; and
- f) Assess, under this review process, the need to amend or update the performance criteria included in this Agreement.

**4. INDEPENDENT CONTRACTOR RELATIONSHIP:**

Service Provider shall assume all duties under this Agreement as an independent contractor, and shall not be deemed for any purpose to be an agent, servant, or representative of Purchaser. Purchaser shall have no direct control of Service Provider, its agents, or subcontractors in the performance of the work hereunder.



Nothing contained herein shall be construed to be inconsistent with such independent contractor relationship.

**5. BY HIGHLY-TRAINED SERVICE PROVIDER PROFESSIONALS:**

Service Provider employs and supervises elevator technicians who are among the most trusted in the industry and who will provide all maintenance courteously and dependably. Service Provider's elevator technicians receive ongoing training in general equipment development as well as advancements made to Purchaser's specific equipment.

**6. ASSURANCE OF SERVICE PROVIDER'S STANDARD OF QUALITY:**

To help increase elevator performance and decrease downtime, Service Provider's technicians utilize the latest industry methods and technology available to Service Provider for Purchaser's specific brand of equipment. They will be equipped with the tools, documentation and knowledge to troubleshoot Purchaser's unique system.

Behind Service Provider's technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a family of engineers and field support experts. Service Provider's International Technical Support facility in Texas continuously researches advancements in the industry and in Purchaser's equipment.

**7. EXTENT OF COVERAGE:**

Service Provider will perform the following Services with respect to any equipment described on any fully executed ocaion requirement:

**7.1 TRACTION ELEVATORS:**

Service Provider agrees to and shall maintain the traction elevator equipment described on any Location Agreements on the following terms and conditions:

7.1.1 Service Provider will use trained employees directly employed and supervised by Service Provider. Such employees shall be qualified to keep the Equipment properly adjusted, and Service Provider will use all reasonable care to maintain the Equipment in proper and safe operating condition.

7.1.2 Service Provider will regularly and systematically examine, adjust, clean and lubricate the following as required, and if conditions warrant, repair or replace the same:

7.1.2a Machine worm gear, thrust bearings, drive sheave, drive sheave shaft bearings, brake pulley and brake coil, contact linings and component parts;

7.1.2b Motor and motor generator, motor windings, rotating element, commutator, brushes, brush holders and bearings;

7.1.2c Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers, and all control components;

7.1.2d Controller, selector and dispatching equipment, leveling devices and cams, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and micro computer devices, steel selector cable or tape, and mechanical and electrical driving equipment;

7.1.2e Governor, governor sheave and shaft assembly, bearings, contacts, and governor jaws;

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7.1.2f Deflector or secondary sheave, bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheaves assembly, counterweight and counterweight guide shoes including rollers or gibs;

7.1.2g Hoistway door interlocks and hangers, bottom door guides and auxiliary door closing devices and all fastening devices and associated reinforcement in attached components;

7.1.2.h Hoistway entrance door sill areas beyond the entrance frame opening; will be cleaned.

7.1.2i Automatic power operated door operator, car door hanger, car door contact, door protective device, car ventilation system platform, load weighing equipment, car safety mechanism, elevator car guide shoes, gibs or roller;

7.1.3 Service Provider shall maintain the individual minimum performance standards defined below:

7.1.3a "Start to Stop Time" as measured from the moment the car begins motion till the time it stops for a single floor run.

7.1.3b "Door Open Time" as measured from the fully closed door position to a fully open stopped position.

7.1.3c "Door Close Time" as measured from the fully open door position to a fully closed stopped position. Door closing pressure shall not exceed 30 lbs.

7.1.3d "Leveling Accuracy" as measured from car sill to landing sill at a fully stopped position under all load conditions.

7.1.3e "Rated Speed" as the same shall be that noted and shall not vary by more than 5% regardless of direction or load.

7.1.4 Service Provider shall maintain the Rated Speed in feet per minute, the original performance time, including acceleration and retardation as designed and installed by the manufacturer and perform the necessary adjustments as required to maintain the original Door Open Time and Door Close Time, within limits of applicable codes, or to adjust and maintain revised Door Open Time and/or door close Time upon direction of Purchaser.

7.1.5 Service Provider shall maintain smooth ride quality, smooth acceleration and deceleration and comfortable stop.

7.1.6. Service Provider shall maintain positive and quiet door operation with rapid and smooth checking at limits of travel. Service Provider shall annually, check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer or to adjust and maintain revised settings upon direction of Purchaser.

7.1.7 Service Provider shall examine periodically all safety devices and governors and conduct an annual no-load test.

7.1.8 Service Provider shall calibrate load-weighing devices to Purchaser's selected settings, after annual and, as applicable, five-year safety tests are conducted.

7.1.9 Service Provider shall renew all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension on all hoist and compensation ropes, lubricate ropes appropriately and when necessary remove all residue and accumulated deposits from the rope surface and shorten ropes and chains as required to provide legal and reasonable bottom clearances.

.....

7.1.10 Service Provider shall repair or replace conductor cables and hoistway and machine room elevator wiring in such a way as to maintain the percentage of spare conductors present at the acceptance of the location requirement. In no case shall the number of spare conductors be less than 5%.

7.1.11 Service Provider shall furnish lubricants compounded to the manufacturer's rigid specifications.

7.1.12 Service Provider shall make other safety tests recommended or directed by all applicable governmental authorities in force at the time of the acceptance of the Agreement. Service Provider shall not be required to install new attachments on the elevators recommended or directed by insurance companies, or by governmental authorities, nor to make replacements with parts of a different design recommended or directed by insurance companies, or by governmental authorities.

7.1.13 Service Provider shall coordinate all testing requiring an independent witness or inspector with the Purchaser's appointed representative.

7.1.14 Service Provider shall not be required to make renewals or repairs necessitated by reason of Purchaser's negligence or Purchaser's misuse of the Equipment or by reason of any other cause beyond Service Provider's reasonable control except ordinary wear and tear.

7.1.15 Service Provider shall also maintain, and if conditions warrant, repair or replace the following auxiliary equipment:

7.1.15a All handicap devices;

7.1.15b All elevator related earthquake devices if applicable

7.1.16 Service Provider shall have no responsibility for the following items of Equipment, which are not included:

7.1.16a the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this Agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2 HYDRAULIC ELEVATORS:

Service Provider agrees to and shall maintain the hydraulic elevator equipment described on any fully executed Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to hydraulic elevators, with the following additions:

7.2.1 Service Provider shall have no responsibility for the following items of Equipment in addition to those listed in provision 7.1.16a above: the finishing, repairing, or replacement of cab enclosure, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, light bulbs and tubes, main line power switches, breaker, feeders to controller, hydraulic elevator jack, hydraulic elevator outer casing, any type of underground piping or other material, alignment of elevator guide rails, smoke and fire sensors, fire service reports, air conditioners and all other items as set forth and excluded in this agreement. Elevator signal light bulbs will be replaced during regular service calls.

7.2.2 Filters, mufflers and muffler components are included.

7.2.3 Service Provider shall periodically examine all safety devices and conduct pressure tests and other tests required by ANSI A1 7.1 or other applicable codes.

7.2.4 Service Provider shall periodically conduct an inspection of hydraulic fluid to detect contaminants and assure proper viscosity, make necessary corrections and replace fluid as required and furnish hydraulic fluid compounded to the manufacturer's rigid specifications.

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7.2.5 Service Provider shall clean excessive fluid leakage from pump pans, cylinder heads, machine room and pit floors.

**7.3 ESCALATORS:**

Service Provider agrees to and shall maintain the escalator equipment described on any Location Agreements under the same terms and conditions described under 7.1 entitled "Traction Elevators," as the same are applicable to escalators, with the following additions:

7.3.1. Controller, all relays, contacts, coils, resistance for operating and motor circuits, operating transformers and operating rectifier;

7.3.2 Handrail, handrail drive chains, handrail brush guards, handrail guide rollers, alignment devices, steps, step tread, step wheels, step chains, step axle bushings, comb plates, floor plates and tracks;

7.3.3 Upper drive, upper drive bearings, tension sprocket bearings, upper newel bearings, lower newel bearings;

7.3.4 All balustrade fastenings, deck and trim fastenings (screws, clips, etc.);

7.3.5 Skirt panels and panel finishes;

7.3.6 Escalator under-step lighting and balustrade panel and skirt lighting;

7.3.7 Upper and lower pit equipment spaces, pit lights, trusses and inclined truss pans.

7.3.8 Service Provider shall examine periodically (at intervals not longer than six months) all normal operating devices and equipment in accordance with ANSI A17.1, Section 1007 and conduct annual inspections and tests of all safety devices, brakes, step up thrust devices and governors in accordance with ANSI A17.1, Section 1008. If required, the governor will be calibrated and sealed for proper tripping speed.

7.3.9 Service Provider shall have no responsibility for the balustrade finishes, deck and trim finishes, wedge guards and exterior truss enclosures.

**8. PARTS INVENTORY**

Service Provider maintains a comprehensive parts inventory to support its field operations. Replacement parts are stored throughout North America in Service Provider's facilities and are normally available as necessary. Most specialized parts are available within 24 hours, seven days a week. All replacement parts used in Purchaser's vertical transportation equipment will be new or refurbished to meet the quality standards of Service Provider.

**9. TESTING**

Service Provider will, at its discretion and expense, perform governor and safety tests on traction elevators or annual relief pressure tests on hydraulic elevators per local and State codes. Service Provider assumes no responsibility for the operations of the governor or safety on traction elevators, or the hydraulic system on hydraulic elevators, under the terms of this Agreement until all applicable and governmentally-mandated tests have been made. Should the systems not meet applicable safety code requirements, it shall be the responsibility of the Purchaser, at its sole cost, to make necessary repairs and to place the equipment in a condition, which will be acceptable for coverage under the terms of this Agreement. Service Provider shall not be liable for damage to the building structure or the elevator resulting from any testing of any type or kind at any time.



**10. COMPLIANCE WITH LAWS:**

The rights and duties arising under this Agreement shall be governed by the laws of the State in which the Property is located. In performing the Services required under this Agreement, Service Provider shall comply with all applicable federal, state, county, and municipal statutes, ordinances and regulations. In the event that any portion of this Agreement is determined to be against public policy or statute, then all other provisions shall remain in full force and effect.

**11. TERM:**

Service under the terms and conditions of this Agreement shall be for an initial non-cancelable period of three (3) years commencing May 1, 2017 and shall automatically be renewed for successive one (1) year periods thereafter, unless either party timely serves written notice upon the other party of its intention to cancel at least ninety (90) days before the end of the initial three (3) year period, or ninety (90) days before the end of any subsequent one (1) renewal period. Time is of the essence.

**The term (length of contract) of maintenance agreements signed under the National IPA Contract may exceed the term of the National IPA Agreement. The terms and conditions of the National IPA Agreement in effect at the date the maintenance agreement is signed will remain in effect for the duration of members local maintenance agreement. Maintenance Agreements can be as long as the National IPA members request provided they are in accordance with local laws and regulations.**

**12. AFTER HOURS WORK**

All Services are to be provided during Service Provider’s regular working hours of its regular working days unless otherwise specified below.

For specified locations marked as “Gold” within the Exhibit “A”, any overtime work requested by the Purchaser, Purchaser agrees to pay us overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as “Platinum” within the Exhibit “A”, any overtime work requested by the Purchaser, Purchaser agrees to pay us for the difference between regular and overtime labor at our normal billing rates, including travel time, travel expenses, and time spent on the property.

For specified locations marked as “Platinum Premier” within the Exhibit “A”, for overtime calls involving one mechanic, Contractor will include our services at no additional cost.

**13. PRICING:**

Pricing (Please See Exhibit A) The Price of Service Provider’s service as herein stated shall be specifically set forth on any fully executed Location Agreement(s), payable as agreed upon between the Service Provider and the Purchaser. Those prices are net of all taxes, duties and other levies. Those prices are valid for a period of one (1) year, commencing on the effective date of each respective Location(s) Agreement. Each such period of one year (365 consecutive days) shall be called a “Fixed Price Period”. Since Service Provider’s costs to provide Purchaser with the Services may increase, the Service Provider shall review and adjust the Monthly Payment Amount for each Location Agreement(s) at the end of each twelve (12) month period. Eighty percent (80%) of the Agreement price for each Location Agreement(s) shall be adjusted to reflect any increase in labor costs based on the straight time rate of elevator mechanics in the local area where the Property is located. The remaining twenty percent (20%) shall be adjusted to reflect any increase in material costs based on the Producer Price Index for Metals and Metal Products as published by the United States Department of Commerce, Bureau of Labor Statistics. However, in no event shall the total price escalations at the end of each twelve (12) month period be no more than four percent (4%) in any subsequent one (1) year period. Service Provider shall provide thirty (30) days advance written notice to Purchaser of all price adjustments referenced in this paragraph.

Should equipment covered by any Location Agreement be modified by the Purchaser during the pendency of any Location Agreement the parties will endeavor to reach a written agreement on a modified price for the





of 50°F minimum to 90°F maximum. Purchaser also agrees to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, Purchaser will contract with others for removal and the proper handling of such liquids.

*Other.* Purchaser agrees not to permit others to make alterations, additions, adjustment, or repairs or replace any component or part of equipment during the term of any fully executed Location(s) Agreement. Purchaser agrees to accept Service Provider's judgment as to the means and methods to be employed for any corrective work under this agreement. In the event of the sale, lease or other transfer of the elevator(s) or equipment described in any fully executed Location(s) Agreement, or the premises in which they are located, Purchaser agrees to see that such successor is made aware of that Location(s) Agreement and assumes and agrees to be bound by the terms of those documents for the balance of the Location(s) Agreement, and subject to termination herein provided, or otherwise be liable for the full unpaid balance due for the full unexpired term of the Location(s) Agreement.

*Items Not Covered.* Service Provider does not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, hydraulic elevator jack outer casing, buried piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, intercommunication devices, security systems not installed by Service Provider, batteries for emergency lighting and lowering, air conditioners, heaters, ventilation fans and all other items as set forth and excluded in this Agreement.

**16. EXCLUSIVITY**

This Agreement is an exclusive frame agreement, which means that the Purchaser only undertakes to buy the Services, or parts thereof, from the Service Provider from the date that this Agreement is fully executed.

**17. EXCUSABLE DELAYS**

The Service Provider shall not be liable for delay in performing or for failure to perform its obligations under this Agreement or any location requirement if such delay or failure results from any of the following causes: (i) Acts of God, (ii) the act of any government or authority (including the denial or cancellation of any export license or other necessary license), (iii) the outbreak of wars, terrorism, insurrections, (iv) fire, explosion, flood (v) and strike, lock-out or other industrial action which is beyond the Service Provider's control or (vi) any other cause of any nature which is beyond the applicable Service Provider's control.

**18. TERMINATION AND REMEDIES**

18.1 The Service Provider has the right (but not the obligation) to terminate this Agreement or any location Agreement with 30 day's prior written notice in case of the Purchaser's failure to comply with any terms of this Agreements or any Location Agreement. Termination of a Location(s) Agreement shall not have effect on other existing Locations associated with this Agreement, which shall be completed in accordance with these terms and conditions. If such failure is remedied within the said 30 days period, this right to terminate shall expire.

18.2 The provisions of this Agreement, and the right and remedies of a party in the event of the other party's breach under this Agreement (including the breach of any warranty) are cumulative and are without prejudice to all other rights and remedies available to it and may have at law or otherwise; no exercise by a party of any one right or remedy under this Agreement, or at law or otherwise, shall operate so as to hinder or prevent the exercise of any other such right or remedy. However, in no event shall one party to this Agreement be liable to the other party for any indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of interest or otherwise, which may be suffered by the other party in connection with the entering into or operation of this Agreement.



## 19. ASSIGNMENT

Purchaser may not assign, transfer, novate, sub-contract or otherwise dispose of any of its rights and obligations under this Agreement without the prior written consent of the Service Provider. Notwithstanding the above, Service Provider may without the consent of the Purchaser; use subcontractors for the performance of any Services purchased by the Purchaser under this Agreement or a local agreement. The use of subcontractors to provide Services shall in no way relieve the Service Provider of its responsibilities and obligations towards the Purchaser under this Agreement or a local agreement.

## 20. HEALTH & SAFETY, ENVIRONMENTAL AND QUALITY

The Service Provider and the Purchaser shall work towards the prevention of accidents aiming for zero accidents and the creation of a safer work environment.

## 21. ETHICAL COMMITMENT

The Service Provider has an extensive corporate compliance program and its employees are expected to maintain the highest level of ethical and legal conduct at all times during the term of the Agreement and expects the Purchaser to act in a like manner. Should the Purchaser suspect that the Service Provider or its employees have engaged in any illegal or unethical conduct, such suspicions must be reported through the Service Provider's toll-free compliance hotline at 1-866-572-1739.

## 22. MISCELLANEOUS

22.1 The headings in this Agreement shall not affect its interpretation.

22.2 Throughout this Agreement, whenever required by context, the use of the singular number shall be construed to include the plural, and the use of the singular number shall be construed to include the plural, and the use of the plural the singular, and the use of any gender shall include all genders.

22.3 Should any term or provision in this Agreement shall be held to be illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement but the validity and enforceability of the remainder of this Agreement shall not be affected.

22.4 The waiver or forbearance or failure of a party in insisting in any one or more instances upon the performance of any provision of this Agreement shall not be construed as a waiver or relinquishment of that party's right to future performance of such provision and the other party's obligations in respect of such future performance shall continue in full force and effect.

22.5 In the event a third party is retained to enforce, construe or defend any of the terms and conditions of this Agreement or to collect any monies due thereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

22.6 Purchaser hereby waives trial by jury and agrees that this Agreement and any applicable Location(s) Agreement shall be construed and enforced in accordance with the laws of the state where the equipment described on the applicable Location(s) Agreement is located. Purchaser further agrees to jurisdiction of the courts, both state and Federal, of the state in which the equipment set forth on the applicable Location(s) Agreement is located as to all matters and disputes arising out of this that Location(s) Agreement.

22.7 The liability of the Service Provider under this Agreement shall not exceed the value of the Services remaining on the then current and unexpired term of the applicable Location(s) Agreement.

22.8 This Agreement supersedes all prior oral or written agreement between the Service Provider and the Purchaser and constitutes the entire agreement between the parties with respect to the services and work performed hereunder.

**23 NOTICES:**

Every notice or other communication to be given by either party to the other with respect to this Agreement(s), shall be given by personal delivery, by facsimile or by United States registered or certified mail postage prepaid, return receipt requested, addressed as hereinafter provided. Except as otherwise specified herein, the time period in which a response to any notice or other communication must be made, if any, shall commence to run on the earliest to occur of (a) if by personal delivery, the date of receipt, or attempted delivery, if such communication is refused; (b) if given by telecopy, the date on which such telecopy is transmitted and confirmation of delivery, or attempted delivery, thereof is received; and (c) if sent by mail (as aforesaid), the date of receipt or delivery is refused. Until further notice, notices and other communications under this Agreement shall be addressed to the parties at:

ThyssenKrupp Elevator Corporation  
114 Town Park Drive NW, Suite 300  
Kennesaw, GA 30144  
Attn: International Account Contract Administrator  
FAX: 866-720-8046

This Agreement has been prepared in duplicate, of which each party has received a copy.

**Certified Proposal Number: #R150801-AL-11211**

ACCEPTED:

**CITY OF FAIRHOPE**

**THYSSENKRUPP ELEVATOR CORP.**

BY: \_\_\_\_\_  
Signature of Authorized Individual

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_  
Branch Account Executive

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

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

**THYSSENKRUPP CORP.APPROVAL:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_  
National Accounts Executive

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

**Exhibit "A"**  
**Property list/Location**  
**Contract Type and Price**

**Location Name: City of Fairhope**

**Location Address: Various**

**Entity Code: Government Buildings**

**Unit Count: 4**

**Unit Type: Hydraulic**

**Contract Type: GOLD**

**Contract Price before National IPA Discount: \$585.00**

**Contract Price after National IPA Discount: \$560.00**

**Billing Frequency (Quarterly – additional 3% discount option available for annual payment in advance)**

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

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

[1] That the City of Fairhope did request RFQs (Request for Quotations) for a Metal Building Maintenance Barn for Soccer Complex (RFQ No. 002-18) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] On March 17, 2018 when RFQs were to be received and opened, no RFQs were received.

[3] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds RFQ No. 002-18 for a Metal Building Maintenance Barn for Soccer Complex and authorizes to reissue RFQs.

Adopted on this 9<sup>th</sup> day of April, 2018

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

Attest:

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



# MEMO

MAR 30 '18 PM 2:53

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

Date: March 29, 2018

Re: Requesting City Council approval of awarding **RFQ No. 002-18 Metal Bldg. Maintenance Barn for Soccer Complex**

The Rec Department needs to acquire a metal building for use as a Maintenance Barn for the Soccer complex located on Manley Road. A Request for Quotations, **RFQ 002-18 Metal Bldg. Maintenance Barn for Soccer Complex** was issued on March 13, 2018, to multiple vendors. Responses were received until 12:00 noon on March 27, 2018. A tabulation and recommendation was composed (see attached), there were no responses. The recommendation is to re-issue the RFQ .

Additional discovery on the project has revealed that it would be in the best interests of the City to change some of the requirements of the RFQ.

**Please place on the next City Council Agenda this request to reject all quotes for RFQ No. 002-18, Metal Bldg. Maintenance Barn for Soccer Complex and re-issue the RFQ**

Cc: file, T Kuhl

161 North Section Street

P O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

CITY OF FAIRHOPE  
 QUOTATION TABULATION  
 RFQ NO : 002-18

RFQ NAME: Metal Bldg. Maintenance Barn for Soccer Complex

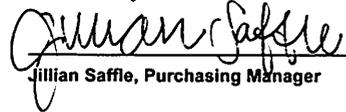
RFQ OPENED: March 27, 2018 12:00 noon

VENDOR	Addendum #1, 2 signed	Non Collusion Bid Proposal Executed / Signed / Notarized	One 30'x50'x10' pre-engineered metal building
OAKLAND METAL Buildings, Inc			NO RESPONSE
WITHERINGTON CONSTRUCTION CORP			NO RESPONSE
SUN COAST BUILDERS INC.			NO BID
MOSLEY BUILDING SYSTEMS			NO RESPONSE
SOUTHERN BUILDING STRUCTURES, INC			NO RESPONSE
VALOR STEEL BUILDINGS			NO RESPONSE
KEMKO, INC.			NO RESPONSE
ACE-QUIN-CO Inc.			NO RESPONSE
EJ BUILDERS			NO RESPONSE
SYCAMORE CONSTRUCTION, INC.			NO RESPONSE
BLACKSHEAR METALS			NO RESPONSE

Recommendation: Reject all bids and rebid this RFQ.

 3,30,18  
 Tom Kuhl, Director of Parks and Recreation

To my knowledge this is an accurate tabulation.

 3,30,18  
 Jillian Saffle, Purchasing Manager

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for Rehabilitation of Wastewater Collection System for the Sewer Department (RFQ No. PS013-18) with a not-to-exceed amount of \$35,000.00.

DULY ADOPTED THIS 9TH DAY OF APRIL, 2018

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

Attest:

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

City of Fairhope  
Project Funding Request

APR 3 '18 AM 10:31 *JHW*

Issuing Date: 3/30/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Authorization to Sign Contract for Prof Svcs re RFQ PS013-18 Rehab of WW Coll Services

Project Location: Wastewater system

Presented to City Council: 4/9/2018

Approved - Resolution # \_\_\_\_\_

Funding Request Sponsor: Richard Peterson, Director of Operations

Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Project Cash Requirement Requested:

Cost: \$35,000.00 (Not to Exceed)

Vendor: Volkert, Inc.

Project Engineer: Volkert, Inc.

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General	Gas	Electric	Water	Sewer-XXX	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
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

Project will be:

Expensed \_\_\_\_\_  
Capitalized XXX  
Inventoried \_\_\_\_\_

Funding Source:

Operating Expenses \_\_\_\_\_  
Budgeted Capital \_\_\_\_\_  
Unfunded XXX (See "Comments" below)

Expense Code: 004020-50290  
G/L Acct Name: Professional Services

Grant: \_\_\_\_\_ Federal - not to exceed amount  
State \_\_\_\_\_  
City \_\_\_\_\_

Project Budgeted: \$0.00

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

(Over) Under budget amount: (\$35,000.00)

Comments: Suggest using budget excess of \$54,218 from purchase of Sewer Mainline Camera System to offset this budget shortage

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

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 3/30/18

Delivered To Date: 4/2/18

Delivered To Date: 4/2/18

Request Approved Date: 3/30/18

Approved Date: 4/2/18

Approved Date: 4/2/18

Signatures: Michael V. Hinson CPA

Jill Gabriss, MBA

Mayor Karin Wilson



## MEMO

To: Mike Hinson, Treasurer

From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk

Date: March 30, 2018

Re: Council to authorize Mayor to sign contract for RFQ PS013-18  
**CE&I for Rehabilitation of Wastewater Collection Services 2018**

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

The City needs to hire a professional engineering firm for RFQ No. PS013-18 CE&I for Rehabilitation of Wastewater Collection Services 2018. The Mayor selected Volkert, Inc for this RFQ (Request for Qualifications) for the project. The RFQ was issued, the response received and evaluated, and the fee was negotiated for presentation to City Council authorizing the Mayor to execute the associated contract. The Not-to-Exceed amount for this RFQ is **THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00)**.

Please move this procurement of professional services forward to the City Council for approval of the Mayor to execute the contract for the professional services.

**Please place on the next available City Council Agenda this request for City Council to accept the not to exceed amount of \$35,000, and authorize the Mayor to execute the associated contract for RFQ PS013-18 CE&I for Rehabilitation of Wastewater Collection Services 2018**

Cc: file

161 North Section Street

P O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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

Printed on recycled paper



Volkert, Inc.

1110 Montlimar Dr., Suite 1050 (36609)  
P.O. Box 7434  
Mobile, AL 36670-0434

February 26, 2018

Office 251.342.1070  
Fax 251.342.7962  
volkert@volkert.com

Mr. Richard Peterson  
Operations Director  
City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533

www.volkert.com

**RE: Proposal for Construction Phase Services for Sanitary Sewer Improvements – Rev. 1**

Dear Mr. Peterson:

We appreciate the opportunity to present this proposal for construction phase services to support some of your sanitary sewer system rehabilitation efforts. Specifically, this proposal is to provide support for your existing annual contracts related to work in the collection system. It may also be used to support specific scope projects if necessary.

Based on our experience working on your system and working with your staff, we are proposing to support the execution of your existing annual contracts as well as other system rehabilitation efforts or improvements through a cost reimbursable approach. This approach will allow us to support your crews and/or contractors and help you expedite repairs or improvements in your collection system. We understand the complexity and difficulty that this type of work can present and have the staff and experience to work closely with your staff and contractors to execute the necessary improvements as they are identified.

Our design and field staff are experienced in all of the typical sanitary sewer system repair methods and have worked with numerous specialty contractors to help you and other municipalities in our region complete these types of repairs. Our previous experience includes inspection and repair approaches such as Clean and Video Inspection, Manhole Rehabilitation, Cured-in-Place Pipe (CIPP) Rehabilitation, and Point Repairs.

Whether utilizing specific scope projects or annual contracts that allow for flexibility in identifying and completing repairs, our staff can support your team in completing the work efficiently and effectively.

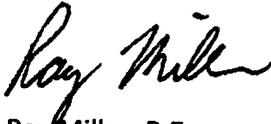
We propose supporting the City's staff by providing construction phase services on a cost reimbursable basis using the attached rate sheet. These services generally include reviewing the available information on the sanitary sewer system conditions, determining the appropriate rehabilitation methods and the corresponding annual contract (or recommended development of a specific contract), estimating quantities and costs and issuing corresponding work orders. Volkert will also verify that the proposed work has been completed and provide recommendations for payment. We suggest establishing an initial construction phase services budget of **\$35,000** based on the anticipated improvements for 2018. This amount can be adjusted if necessary as the work begins and the detailed scope required is better defined.



The contract for construction phase services can be set up for a specific time frame (e.g., through 2018 with annual renewals) or remain open with annual updates of rates. Our goal is to provide you the flexibility you need to utilize our services most effectively.

We appreciate the opportunity to assist the City of Fairhope with their efforts to rehabilitate and extend the useful life of the sanitary sewer system. Please let me know if you have any additional questions regarding these items.

Sincerely,



Ray Miller, P.E.  
Vice President

/kvd

Enclosures

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 two 2018 Ford F150 SuperCab 4x2 Pickups for the Electric Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T191A

2018 Ford F150 SuperCab

**Cost is \$25,161.00 each**

**Total Cost of \$50,322.00**

Adopted on this 9th day of April, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

Issuing Date: 3/30/2018

Please return this Routing Sheet to Treasurer by: ASAP

**Project Name:** F150 Pickup Trucks (2) for Electrical Dept

**Project Location:** Electrical Dept

**Presented to City Council:** 4/9/2018      **Approved - Resolution #** \_\_\_\_\_

**Funding Request Sponsor:** Joe Wolchina, Electric Superintendent

**Project Cash Requirement Requested:** \_\_\_\_\_  
**Cost:** \$50,322.00 (from Alabama State Bid List 191-A)  
**Vendor:** Stivers Ford Lincoln

**Project Engineer:** n/a

**Order Date:** n/a      **Lead Time:** 8-10 weeks ARO

Department Funding This Project							
General	Gas	Electric XXX	Water	Sewer	Gas Tax	Cap Proj	Impact
<b>Department of General Fund Providing the Funding</b>							
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

**Project will be:**

Expensed _____ Capitalized <u>XXX</u> Inventoried _____  Expense Code: <u>003-16030</u> G/L Acct Name: <u>Vehicles &amp; Equipment</u>  Project Budgeted: <u>\$50,000.00</u>  (Over) Under budget amount: <u>(\$322.00)</u>  Comments: _____	<b>Funding Source:</b> Operating Expenses _____ Budgeted Capital <u>XXX</u> Unfunded _____  Grant: _____ _____ _____ _____ Bond: _____ Loan: _____ _____ _____ Capital Lease: _____
---	--

Federal - not to exceed amount State \_\_\_\_\_  
 City \_\_\_\_\_  
 Title \_\_\_\_\_ Year \_\_\_\_\_  
 Title \_\_\_\_\_ Year \_\_\_\_\_  
 Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council Prior Approval/Date? No

_____ City Treasurer	_____ Finance Director	_____ Mayor
Purchasing Memo Date: <u>3/29/18</u>	Delivered To Date: <u>4/2/18</u>	Delivered To Date: <u>4/2/18</u>
Request Approved Date: <u>3/30/18</u>	Approved Date: <u>4/2/18</u>	Approved Date: <u>4/2/18</u>
Signatures: _____ Michael V. Hinson CPA	_____ Jill Cabiniss; MBA	_____ Mayor Karin Wilson



## MEMO

To: Michael Hinson, Treasurer  
From: Delores Brandt  
Delores Brandt, Purchasing Clerk

Date: March 29, 2018

Re: Greensheet and City Council approval for procuring two (2) BUDGETED F-150 pickup trucks for the Electric Department

The Electric Department requests approval to procure two (2) Pickup Trucks, off the Alabama Contract 191-A list. The amount budgeted for this procurement is FIFTY-THOUSAND DOLLARS (\$50,000.00). The actual cost of the trucks will be a total of FIFTY THOUSAND THREE HUNDRED TWENTY-TWO DOLLARS **(\$50,322.00)**.

**TWO (2) 2018 FORD F150 SUPERCAB 4WD**

**Lead time: ESTIMATED TO BE 8-10 WKS**

**See Attached email from ELECTRIC Department**

**Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement of TWO (2) F-150 pickup trucks from the State Bid Contract 191A, for a total cost \$50,322.00**

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

161 North Section Street

P O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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

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STIVERS FORD LINCOLN  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

2018 FORD F150 SUPERCAB 4x2 PICKUP -- STATE CONTRACT T191A - FAIRHOPE LWB - Electric Dept.

CONTRACT NUMBER: MA999 16000000008

LINE NUMBER: 8 ( T191A )

CONTRACT AMOUNT: \$19,682

MODEL SERIES

X1C

ORDER CODE

100A

**INCLUDES:** 3.3L V6 290 Horsepower FFV Engine, 6 Spd Auto, 4x2, 145" Wheelbase, 6.5' Box, Rear View Camera,  
4 Wheel Disc Brakes w/ ABS, Tilt Wheel, Air Conditioning, Vinyl Flooring, 245/70R17 AS  
AM/FM Radio, Cloth 40/20/40 Seat, Air Bags-Front & Safety Canopy Side Curtain Airbags  
Auto Start Technology; **NOTE--** 3.3L Engine n/a with 163" wheelbase

RECOMMENDED OPTIONS

STATE CONTRACT PRICE (T191A)

163	Wheelbase - 8' Bed - Requires - 5.0L V8 or 3.5L V6 at extra cost	\$ 19,682
995	5.0L V8 -- 385 Horsepower - w/ 10 speed Automatic	\$ 1,305
XL3	3.31 Electronic-Locking Axle	\$ 1,995
85A	Power Equipment Group ( Incl. Power Windows, door Locks, Mirrors & Tailgate )	\$ 420
LED	4 Corner LED Strobe Lights ( White / White )	\$ 1,170
YZ	Oxford White	\$ 589
AG	Vinyl 40/ 20 /40 Front & Rear Seat - Dark Earth Gray	NC
		NC

**DELIVERY:** State Contract Provisions for \$1.50 / mile one-way

Customer  
Pickup

TOTAL VEHICLE ( *Required* )

\$ 25,161

**STATE CONTRACT TERMS:**

PAYMENT DUE AT TIME OF DELIVERY

**SIGNATURE:** ( *Required* )

**DATE:** ( *Required* )

**PURCHASE ORDER NUMBER:** ( *Required* )

Quantity:

**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 Kubota Diesel Zero Turn Mower with Canopy (Model ZD1211L-72) for the Recreation Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T255

Kubota Diesel Zero Turn Mower with Canopy      **Cost is \$13,495.57**

Adopted on this 9th day of April, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

COF Project No. 1328

APR 3 '18 AM 10:31 *JMW*

Issuing Date: 3/27/2018

Please return this Routing Sheet to Treasurer by: ASAP

**Project Name:** Kubota Diesel Zero Turn Mower with Canopy (Model ZD1211L-72)

**Project Location:** Recreation

**Presented to City Council:** 4/9/2018      **Approved - Resolution #** \_\_\_\_\_

**Funding Request Sponsor:** Tom Kuhl, Parks & Recreation Director

**Changed** \_\_\_\_\_  
**Rejected** \_\_\_\_\_

**Project Cash Requirement Requested:**  
**Cost:** \$13,495.57 (purchased thru State Contract T255)

**Vendor:** Capital Tractor Inc.

**Project Engineer:** n/a

**Order Date:** n/a      **Lead Time:** 30 Days ARO

Department Funding This Project							
General: XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<b>Department of General Fund Providing the Funding</b>							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	<del>Rec-25-XXX</del>	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

**Project will be:**

Expensed _____ Capitalized <u>XXX</u> Inventoried _____	<b>Funding Source:</b> Operating Expenses _____ Budgeted Capital <u>XXX</u> Unfunded _____
---	---

**Expense Code:** 001-250-50470      **Grant:** \_\_\_\_\_      **Federal - not to exceed amount**  
**G/L Acct Name:** Purchases Vehicles & Equipment      \_\_\_\_\_      **State**  
 \_\_\_\_\_      \_\_\_\_\_      **City**

**Project Budgeted:** \$13,500.00

**(Over) Under budget amount:** \$4.43

**Comments:** \_\_\_\_\_

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

**City Council Prior Approval/Date?** No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
-----------------------	-------------------------	--------------

Purchasing Memo Date: <u>3/22/18</u> Request Approved Date: <u>3/22/18</u> Signatures: <i>Michael V. Hinson</i> Michael V. Hinson CPA	Delivered To Date: <u>4/2/18</u> Approved Date: <u>4/2/18</u> Signatures: <i>Jill Cabiniss</i> Jill Cabiniss, MBA	Delivered To Date: <u>3/28/18</u> Approved Date: <u>3/22/18</u> Signatures: <i>Karin Wilson</i> Mayor Karin Wilson
--	--	---



MEMO

Karin Wilson  
Mayor

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

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Date: March 22, 2018

Re: Greensheet and Council approval of over \$10,000 operational Budgeted item ---  
procurement of ZERO TURN Diesel Mower Recreation Department

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The Recreation Department needs to procure one **ZD1211L-72 KUBOTA Diesel Zero Turn Mower with Canopy option**. These items can be purchased from the Alabama State Contract **T225 #4013275** through **Capital Tractor, 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.

Line 00039 ZD1211L-72 Kubota Diesel ZERO Turn	\$13,068.97
Line 00040 Aluminum Diamond Plate Canopy	<u>426.60</u>
<b>TOTAL</b>	<b>\$13,495.57</b>

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 **Capital Tractor, Inc.** of Montgomery AL

NOTES:  
See attached quotation for details.

Please compose a greensheet and obtain City Council approval for this over \$10,000, Recreation Department BUDGETED expenditure for FY2018 for a zero turn mower from Capital Tractor, Inc, by using State Contract T225 #4013275.

Cc: file, Tom Kuhl

## QUOTATION OR SALES AGREEMENT

**SOLICITATION:**

<b>FROM:</b> CAPITAL TRACTOR, INC. 1498 FURNACE STREET MONTGOMERY, AL 36104 PHONE 334-264-0086/1-800-239-3112	<b>TO:</b> City of Fairhope Tom Kuhl tom.kuhl@fairhopeal.gov 251-990-0151
--	--

<b>DATE:</b> 3/21/18	<b>DELIVERY:</b> 30 Days
<b>TERMS:</b> Net	<b>PRICES QUOTED ARE F.O.B.:</b>

WE ARE PLEASED TO QUOTE YOU ON YOUR ORDER AS FOLLOWS:

QUANTITY	DESCRIPTION	PRICE	NET
T225	State Contract #4013275		
Line 00039	ZD1211L-72 Kubota Diesel Zero Turn	\$16,543.00	\$13,068.97
Line 00040	Options Less 21%		
	Aluminum Diamond Plate Canopy	\$540.00	\$426.60
Quoted By:	Will Sellers	<b>SUBTOTAL:</b>	\$13,495.57
Office: (334) 264-0086		<b>TAX</b>	\$0.00
		<b>TOTAL W/TAX:</b>	\$13,495.57

<b>Comments:</b>	1/4 Tank Fuel, 2 Keys, Manuals, Delivered. Thank you, Will Sellers
------------------	---

**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 Ten (10) Laptop Computers for the Police Department and the equipment is available for direct procurement through The Interlocal Purchasing System (“TIPS”) Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the TIPS’ bid process. The total cost is \$10,109.50.

Adopted on this 9th day of April, 2018

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

Attest:

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

## City of Fairhope Project Funding Request

Issuing Date: 3/14/2018

Please return this Routing Sheet to Treasurer by: ASAP

**Project Name:** Laptop Computers (10) Police Dept

**Project Location:** Police Dept

**Presented to City Council:** 3/26/2018      **Approved** \_\_\_\_\_ **Changed** \_\_\_\_\_ **Rejected** \_\_\_\_\_

**Project Cash Requirement Submitted for Approval:**

**Cost:** \$10,109.50 thru TIPS Buying Group

**Providers:** SHI International Corp

**Project Engineer:** n/a

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

Department Funding This Project							
General: <del>XXX</del>	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact

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

**Expense Code:** 001150-50470      **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:** \$15,000.00

**(Over) Under budget amount:** \$4,890.50

**Bond:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Loan:** \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
**Capital Lease:** \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

**Funding:** Operating funds

**City Council Prior Approval? Date? FY 2018 Adopted Budget**

City Treasurer	Finance Director	Mayor
Request Received Date: <u>3/2/18</u>	Received Date: <u>3/14/18</u>	Received Date: <u>3/13/18</u>
Request Approved Date: <u>3/14/18</u>	Approved Date: <u>3/14/18</u>	Approved Date: <u>3/13/18</u>
Signatures: <u><i>Michael V. Hinson</i></u> Michael V. Hinson CPA	<u><i>Jill Cabiniss</i></u> Jill Cabiniss, MBA	<u><i>Karin Wilson</i></u> Mayor Karin Wilson

**Contact Person:** Jeff Montgomery, IT Director; Chief Petties, Chief of Police



## MEMO

Karin Wilson  
*Mayor*

To: Michael Hinson, Treasurer

*Council Members*

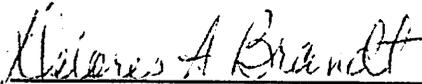
Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

From:   
Delores A Brandt, Purchasing Clerk

Date: March 8, 2018

**Re: Greensheet and Council Approval -- request for over \$10,000 FY2018 Budgeted Procurement of 10 Laptop Computers for the Police Department**

Lisa A. Hanks, MMC  
*City Clerk*

Michael V. Hinson, CPA  
*City Treasurer*

The I.T. Department requests approval for procurement of TEN (10) needed laptop computers for the Police Department. This procurement will be through **TIPS--Computers, Equipment, Components and Peripherals buying group** previously bid and awarded contract, number 2062515. Specifications determined by I.T. Department. The vendor will be SHI International Corp of Somerset, NJ.

	Per each	Per ten
<b>SHI International Corp</b>	<b>\$1,010.95</b>	<b>\$10,109.50</b>

NOTES:

See Attached Vendor Quotation printouts for details.

**Please compose a greensheet and move forward to City Council to approve this procurement of ten (10) laptop computers for the Police Department, from SHI International Corp., Somerset, NJ, [DDB1] for a cost of \$10,109.50.**

Cc: file; J Montgomery; Chief Petties

TIPS added



**Pricing Proposal**

Quotation #:	14969266
Description:	T470's for PD
Created On:	Mar-06-2018
Valid Until:	Mar-31-2018

**City of Fairhope**

**Jeff Montgomery**  
555 South Section street  
P.O. Drawer 429  
Fairhope, Al 36533  
UNITED STATES  
Phone: (251) 990-0135  
Fax:  
Email: jeff.montgomery@fairhopeal.gov

**Inside Account Executive**

**Lauren Rallis**  
290 Davidson Ave  
Somerset, NJ 08873  
Phone: 732-652-3086  
Fax:  
Email: lauren\_rallis@shi.com

[Click here to order this quote](#)

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Lenovo ThinkPad T470 20HD - Core i5 7200U / 2.5 GHz - Win 10 Pro 64-bit - 8 GB RAM - 128 GB SSD - 14" IPS 1920 x 1080 (Full HD) - HD Graphics 620 - Wi-Fi, Bluetooth - WWAN upgradable - black Lenovo - Part#: 20HD000SUS Contract Name: TIPS - Computers, Equipment, Components and Peripherals Contract #: 2062515	10	\$1,010.95	\$10,109.50
Total			\$10,109.50

**Additional Comments**

Please Note: Lenovo has a zero returns policy on any custom build machines. Lenovo also does not allow returns on open box/phased out products.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.  
TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

*The Products offered under this proposal are subject to the [SHI Return Policy](#), unless there is an existing agreement between SHI and the Customer.*

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 and Delete the following Job Positions; and the Job Descriptions and Grades of Pay for same:

<b>Addition:</b>	<b>Job Positions</b>	<b>Grade of Pay</b>
	Supervisor of Streets Maintenance and Construction Division	26
<b>Deletion:</b>	Streets & Construction Crew Leader	22

ADOPTED THIS 9TH DAY OF APRIL, 2018

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

ATTEST:

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



# CITY OF FAIRHOPE

## Uniform Job Description

Position Title:	<b>Supervisor Streets Maintenance &amp; Construction Division</b>	Salary Range:	<b>\$47,543.24- \$61,806.21- \$76,069.19</b>
Department:	<b>Public Works - Street</b>	Pay Grade:	<b>25</b>
Reports To:	<b>Public Works Director</b>	Effective Date:	<b>3/2018</b>
Supervises:	<b>Streets Crew</b>	Supercedes:	

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

### PURPOSE OF THE POSITION

The purpose of this position is to schedule, assign, direct, lead and manage all work crews and employees performing skilled and semi-skilled work in the Fairhope Public Works Department's Street Maintenance and Construction Division. Must exercise technical and functional supervision of all employees in the Division.

### DISTINGUISHING CHARACTERISTICS OF THIS POSITION

- The Supervisor of the Streets Maintenance & Construction Division must exercise extensive initiative and independent judgment as related to all aspects of the repair, maintenance and construction of the public infrastructures related to streets, drainage and other areas of the City. The Streets Maintenance & Construction Supervisor must be technically proficient in best maintenance and construction practices for public works infrastructures and possess leadership and managerial skills required by a supervisory position. This position responds to emergency situations in off-hours as necessary; works during city wide special events and is subject to emergency on-call-duty.

## **ESSENTIAL FUNCTIONS AND RESPONSIBILITIES**

- Schedules, assigns and leads the work of a crews and employees engaged in all related work in the Street Maintenance and Construction Division.
- Performs fully skilled work in repair, maintenance and construction of streets, curbs, gutters, drainage, grading, building construction, traffic control signage, traffic control marking, equipment, pedestrian facilities, trails, bike lanes, etc.
- Trains employees in the operation of equipment and safety practices of the City.
- Troubleshoots equipment problems; estimate and secure tools, materials, equipment and manpower for the assigned jobs and/or tasks.
- Communicates work to be performed with work crew,
- Assigns tasks to individuals at the work site;
- Monitors work in progress at the worksite;
- Directs corrections and modifications as appropriate
- Provides input on job performance of staff,
- Maintains written records of work performed and materials used;
- Records as-built drawings of modifications.
- Prepares a variety of written records and reports related to the work; read and interpret plans, blueprints, manuals and specifications.
- Assists in developing training programs of the Streets Maintenance and Construction division
- Coordinate work assignments with other City of Fairhope Public Works divisions.
- Responds to questions and requests from the public as appropriate;
- Performs special projects as assigned
- Operates equipment in safe and efficient manner.
- Provides safe working area for other members of crew.

## **OTHER DUTIES AND RESPONSIBILITIES**

Perform duties as assigned.

Assists in other divisions in maintenance activities as assigned.

Any other work as requested by the Public Works Director.

## **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

### **QUALIFICATIONS:**

Knowledge in reading and interpreting plans, maps, manuals, specifications and blueprints.

Highly skilled in the operation of heavy construction equipment.

Skilled at communicating effectively both verbally and in writing.

Skilled in establishing and maintaining effective working relationships with those contacted during the work.

Skilled at maintaining neat and accurate records and reports.

Ability to effectively lead and train assigned personnel.

Ability to effectively classify and prioritize work.

Ability to identify and solve practical work problems without direct supervisions.

Ability to ensure safe work practices and a safe work environment.

Ability to perform fully skilled work in all areas of Street repair, maintenance and construction.

Ability to operate related equipment skillfully and safely.

Ability to drive trucks, including those with a trailer, and operate a variety of heavy equipment.

Able interpret budget limitations or parameters and keep projects on budget.

Ability to exercise sound independent judgment within established guidelines.

Ability to coordinate work assignments with other divisions, departments and agencies.

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals.

Ability to apply some judgment to carry out detailed and well-established procedures and methods.

Ability to read and comprehend simple instructions, short correspondence, and memos.

Ability to write concise and clear correspondence.

Ability to effectively communicate one-on-one with citizens, elected officials, co-workers and supervisors.

## **ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING**

Graduation from a standard senior high school. Graduation from a recognized four-year college or university preferred. Two years heavy equipment operating experience and/or training. Two years Public Works, construction, or similar supervisory experience required –

SPECIAL REQUIREMENTS: Valid driver's license; CDL Class A; CPR/1st Aid; Experience, Training and/or Certification in concrete, paving, layout, grading, drainage, BMP's, erosion & sediment control and other construction related fields and topics.

**EXTENT OF PUBLIC CONTACT**

Extensive public contact may be required while on the job or in correspondence answering questions from the public.

**PHYSICAL DEMANDS**

While performing the duties of this job, the employee is regularly required to use hands to seize, grasp, hold or turn; reach with hands and arms; climb or balance; and speak or hear. The employee is occasionally required to climb or balance; stoop, kneel, crouch, crawl; and smell. The employee must regularly lift and/or move up to 50 pounds on a frequent basis. Specific vision abilities required by this job include close vision.

**WORKING CONDITIONS AND ENVIRONMENT**

While performing the duties of this job, the employee is routinely exposed to outside weather conditions, and noise or vibrations. The noise level in the work environment is usually loud.

Working in extreme heat and cold.

Normal working hours 7:00 A.M. to 4:00 P.M.

*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,** That the City Council authorizes the sharing of costs of certain limited electrical services on private property located at 57 S. Bayview. The private property work is to be conducted by a third-party contractor. Placement of underground utility service is cheaper than and saves expenses associated with the replacement of multiple utility poles currently extending over potentially conflicting rights of way on third party property. The City Council finds that current cost savings and a reduction of future maintenance expenses serve a valuable public purpose. Therefore, the City Council authorizes the Mayor to execute an agreement with the homeowner to pay or reimburse expenses associated with work performed on private property past the utility department's demarcation line, not to exceed one half of the amount of the lowest quote received for the work in question.

**BE IT FURTHER RESOLVED,** that upon the completion of the execution of the agreement by all parties, that a copy of such agreement be kept on file by the City Clerk.

Adopted and Approved this 9th day of April, 2018

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

Attest:

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

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council authorizes the limited use and placement of one Fairhope Pier/font logo owned by Lucy Goose LLC on up to four bike racks to be used only in the City's central business district. The City Council finds that the advertising value to the license holder is de minimis and constitutes good and valuable consideration for the use of said logo. The City Council hereby authorizes Councilmember Robert Brown of the Pedestrian and Bicycle Committee to negotiate and execute a limited licensing or use agreement with Lucy Goose LLC d/b/a The Fairhope Store for the use of said trademarked logo on the four bike racks.

DULY ADOPTED THIS 9TH DAY OF APRIL, 2018

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

Attest:

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

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, That the City Council pursuant to its authority granted by Alabama Code 11-43-56, regarding the management and control of the finances of the City of Fairhope, hereby amends the 2017-2018 budget to include a \$30,000.00 contract retainer to be paid to the City Attorney and City Prosecutor for professional services.

DULY ADPOTED ON THIS 9TH DAY OF APRIL, 2018

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

Attest:

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

*YAH*

# City of Fairhope

## Approval for Special Event Request

3 | 9 | 18 Date complete application submitted to Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: 2018 Grandman Triathlon

Person Requesting: Casi Callaway

Date of Event: 6-2-18

Location: N. Beach Rd., Bayview, Summit, Magnolia & other Streets (N. Mobile St. in particular)

**Please attach all supporting documentation.**

### Approval:

Joseph H. Pettis Date: 03-14-2018  
Police Chief/Designee

Estimated security cost for event \$ 2,620 off-duty

Richard D. Johnson Date: 3/21/2018  
Director of Public Works/Designee

Estimated cost for city services \$ \_\_\_\_\_

*Estimated cost for Event to Public Works \$650.00 see attachment total of 120 steel barricades and 5 orange barricades*

### Disapproval:

\_\_\_\_\_  
Police Chief Date: \_\_\_\_\_

\_\_\_\_\_  
Director of Public Works/Designee Date: \_\_\_\_\_

Route back to rental facilities department for application package finalization

NOTES: \_\_\_\_\_



February 20, 2018

City of Fairhope  
Mayor Karin Wilson  
Council President Jack Burrell  
107 North Section Street  
Fairhope, Alabama 36532

450C Government Street  
Mobile, Alabama 36602  
(P) 251-433-4229  
(F) 251-432-8197  
info@mobilebaykeeper.org  
mobilebaykeeper.org

**OFFICERS:**

Wayne Keith  
*President*

Mel Washington  
*Vice President*

Rebecca Williams  
*Secretary*

Cullan Duke  
*Treasurer*

Casi (kc) Callaway  
*Executive Director & Baykeeper*

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Gregory S. McGee, MD  
James "Jimbo" Meador  
Michael Meshad, MD  
Edward N. Morris Jr.  
Henry R. Seawell, III  
L. Page Stalcup, III

Dear Mayor Wilson, Council President Burrell and Council Members:

On behalf of the board, officers, staff and more than 4,500 members of Mobile Baykeeper, we are writing to announce that the 2018 Publix Grandman Triathlon (Grandman) will be celebrating its 14<sup>th</sup> Anniversary in Fairhope and Mobile Baykeeper will also be partnering and providing technical support for the Jubilee Kids Triathlon (JKT). Through the continued, generous commitment from the City of Fairhope, the Grandman and Jubilee Kids Triathlons will be safe, family friendly and economically successful races for the non-profit organizations hosting as well as for the City of Fairhope, the merchants and citizens living on and around Mobile Bay. This letter serves as an explanation of our 2018 Grandman needs to host a successful, Fairhope quality event. A separate letter will be submitted for Jubilee Kids Triathlon.

Over the years, the racers, their families and friends repeatedly comment on the spectacular setting and wonderful support given by the Fairhope Police Department, Fairhope City Employees, Fairhope residents and, of course, the leadership of the Fairhope City government. Our research continues to indicate the primary motivation for participation is the Fairhope, Alabama setting. The destination is exceptional for those not native to the area, and the Grandman is a popular competition for local and regional athletes. Restaurants, retail business owners, and hotel owners in the area also benefit economically from the race.

In 2018, Mobile Baykeeper is officially partnering with the Eastern Shore Triathlon Club/Lower Alabama MultiSport (LAMS) to celebrate the 9th annual Jubilee Kids Triathlon – original brainchild of Mayor Wilson! Together, we plan to promote the sport of triathlon across Coastal Alabama and the Southeast by hosting a family fun weekend where adults and their children can safely participate in the area's greatest triathlons. The economic advantages of unifying these triathlons into a weekend experience are vast and we are looking forward to continued growth. We believe uniformly hosting the two races with a Heath and Fitness Expo to kick off the weekend will continue to lead to an increased number of racers, spectators, and volunteers, in turn spending more of their dollars in Fairhope.

For the 2018 race, we would like to more officially partner with the City of Fairhope. We ask you to consider a cash sponsorship and/or offset costs associated with the race. This year, the race will benefit two local non-profit organizations – Mobile Baykeeper and My Team Triumph as well as support the local Eastern Shore Triathlon Club.



Providing citizens a means to protect  
the beauty, health and heritage  
of the Mobile Bay Watershed  
and our coastal communities.

Grandman

The three bullets below explain the most important ways you can offset costs associated with the Grandman. We have also attached a listing of the cash sponsorship opportunities this year. Any level of funding you provide counts toward those sponsorship and benefit levels, but we are happy to work with you to make the support equal your needed benefits:

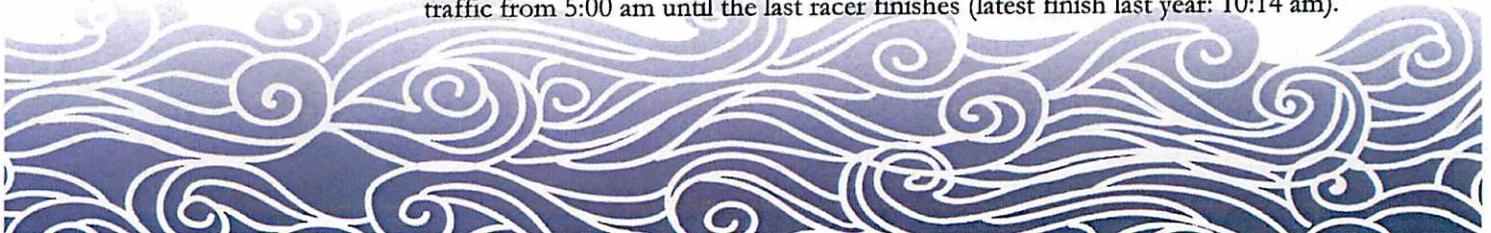
1) **Cover all or a portion of the police support costs:** The support of the Fairhope Police Department is the single most significant reason the Grandman has been a success. You have an amazing team of officers who have studied the course, made valuable suggestions and consistently alleviated problems throughout the race weekend. The significant service provided, comes with a well-deserved significant price. The total amount spent on officers is the largest expenses for both events. We want our officers to be adequately compensated for their work and would like to request that the City of Fairhope help subsidize the cost of the police officers needed to monitor traffic on the racecourse. This relief could come in a cash sponsorship or offered as an in-kind service. As always, we will follow the lead of the Fairhope Police Department closely to ensure we create and implement the best plan that benefits all.

2) **Waive the park rental fees:** We are grateful for the reduction of the park rental fees to \$1,050 and we request the City of Fairhope continue to support the race through an in-kind contribution or reduced fee. For 2012, we paid a fee of \$500 or less: and would love to return to that significant reduction. Fairhope receives tremendous economic and advertising benefit from the Grandman Triathlon and will continue to do so in upcoming years (particularly with the additional promotion of the Jubilee Kids Triathlon). We would love to go over exposure numbers with you so we can all better familiarize ourselves with the amazing impact we bring working together.

3) **Waive the park and street deposits:** Mobile Baykeeper has operated the Grandman successfully for 14 years leaving absolutely no trace of having 3,500 people congregating on the park and around the Rose Garden. We believe the same can be said for the Jubilee Kids Triathlon, yet we have to put \$4,000 down as a deposit for the race weekend. Mobile Baykeeper has a reputation to uphold and leaving trash or destroying property has never and will never be allowed to happen on our watch. We are also very willing to write a check if something beyond our control happens and, due to our 21 year history in the community, we are easy to find for payment.

For the last 13 years, the following items have been vital to the success of the event. We ask that you once again commit to the following:

1. **We request permission to use the Fairhope Municipal Park on Saturday, June 2, 2018.** We will close the road entering the North Municipal Park to traffic from 5:00 am until the last racer finishes (latest finish last year: 10:14 am).



We do understand that there are residents that park in the area and businesses that must gain access. The race starts at 7:00 am, and we expect the last racer to cross the finish line around 10:00 am. All cyclists should be off the bike course by 9:30 am. We will submit the required forms to the Fairhope Recreation Department.

2. **Please Close the Rose Garden Parking by 5pm, June 1.** We request the Rose Garden at the Municipal Pier be closed entirely to parking no later than 5pm on Friday, June 1, 2018, prior to the race. This ensures the race area is automobile-free and safe for racers at 5am on Saturday. We will maintain traffic flow, just blocking parking in the area closest to the Bay starting after 5pm on Friday as we have for the last five years. Additionally, we will secure 10 parking spaces (including 2 handicap spots) for Shux's On The Pier during our event in the park on Friday evening, eliminating any impacts to the owners during this time. In 2016 and 2017, we stuffed our racer bags with promotional materials advertising Shux's business hours, put signage up the hill to let patrons know they were open for business and encouraged race participants to enjoy this local restaurant while we they were in town – we were pleased to see they had a packed house throughout the weekend!
3. **Assist with No Parking signs:** To assist with ensuring the race area is automobile-free and safe for racers, we would also appreciate the City's public works department placing signs stating "no parking" as early as possible during the week. We will add additional signage to make sure everyone knows Shux is still open for business. This will prevent any last-minute disruption for the people dining and/or living on the pier.
4. **Allow alcoholic beverages on the south side of the Rose Garden only.** We would again like to serve beer at the post race event in the south park. The City of Fairhope has agreed to allow us to serve beer each year with the agreement that we erect barricades around the alcohol at the post-race event, and serve non-alcoholic drinks as well as pizza, hotdogs, pastries, fruit, etc. We have added additional safeguards of barricades, monitors and signage to keep drinking within the park and additional staff members to ensure no one under age is drinking. The post-race event has occurred without incident each year and has seen improved safety precautions thanks to suggestions from Fairhope Police. We have reviewed and understand the alcohol policy and will be working to meet all the requirements.
5. **Block entrance to Fairhope Pier morning of June 2.** The Section Street intersection at the Fairhope Pier entrance to the bike course would need to be blocked temporarily or traffic forced to yield from the time the first biker passed until the last biker passed. After the last biker passes, the intersections would be reopened completely. We estimate that time between the first and last cyclists will be no more than one hour. In addition, we selected the proposed route so that cars could easily detour around race participants or pass in the other lane.

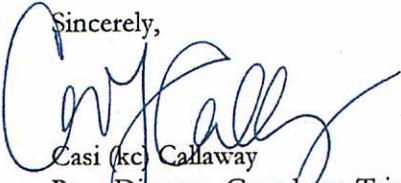


6. **Sweep Streets.** Each of the past years, the Fairhope City Services has swept the streets on Friday before the race, cleaned the beach before the race, cleaned the duck pond and swept any areas where participants would be barefoot (the rose garden parking area and beach south of the pier). We request your help with these services again to ensure the safety of our racers.
7. **Allow racers to continue jumping off the finger piers.** The swim course will remain at the south side of the Pier as it did in 2013-2017 with racers going into the water from the two west finger piers. The start location was changed in 2013 to avoid impacting the sea oats and grasses the City has planted to protect the beach north of the pier. The other additional change includes racers jumping off both of the west finger piers. In 2017, this significantly sped up the time the racers were in the water and led to a quicker overall race finish time. This allows us to begin break down sooner and return the area back to normal at a quicker rate of speed.

The Grandman is now a tradition in the City of Fairhope. We have worked incredibly hard to ensure the race is not only fun for the racers and a good fundraiser for the charity organizations it benefits, but also a huge economic boost to the City of Fairhope. We will continue to work with the Merchants to ensure the 2018 race and beyond are even bigger successes with more patrons from the race spending money in their shops, stores, businesses and restaurants with limited inconvenience.

Mobile Baykeeper and myTeam Triumph (2018 race beneficiaries) are not-for-profit 501c3 organizations with a large membership base of Fairhope residents. The work of these organizations directly benefits the City of Fairhope and we would like to continue to promote a healthy partnership.

We attribute the continued success of the Grandman Triathlon to the support of the Fairhope City Council, Fairhope Parks and Recreation, the Fairhope Police Department, Fairhope Merchants and city residents. We hope to continue this great tradition, and we look forward to discussing this proposal with you at your convenience. Thank you for your consideration for these requests.

Sincerely,  
  
Casi (kc) Callaway  
Race Director, Grandman Triathlon  
Executive Director & Baykeeper

  
Justine Herlihy  
Development Director



**APPLICATION FOR THE USE OF CITY OF FAIRHOPE PARKLANDS**

We, the undersigned, hereby apply for the use of certain facilities at City of Fairhope Parklands, and in connection with said application, furnish the following:

1. We wish to use:

- Henry George Park (park on bluff above Fire Hall) (E)
- Fairhope Beach Pavilion (W & E)
- Park on South End of Pier (South Beach Park) (W&E)

2. Date Requested: 6/2/18 (setup 5/11/18) Hours requested: from 6 am to 11 am

3. Renter's Name: mobile Baykeeper, Inc

4. Address: 450 - C Government St. City: Mobile State: AL Zip: 36602

5. Phone Numbers: Mobile: (251) 209 - 4253 Work/Alt: (251) 433 - 4229

6. Purpose of Use: Grandman Triathlon

7. Number of persons expected to attend (adults and minors): 2,500 - 3,000

8. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Stage, expo tents, DJ  
port-o-lets Rental Company: Blue Rents

9. Will you need electricity?  Yes  No For: finish line + beer trailer

Will you need water?  Yes  No For: fill tank water barrel right

**INDEMNITY AND HOLD HARMLESS AGREEMENT**

In consideration of the permission granted to me by the City of Fairhope to use the parks, 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 parks who are injured or suffer property damage that is in any way caused by my use of the parks. 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 parks.

**CLEANING & 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. 1575** 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: 2/20/18

City Personnel: \_\_\_\_\_ Fees Paid: \_\_\_\_\_ Date: \_\_\_\_\_ Ck. #: \_\_\_\_\_

-Office Use Only-

Application Signed: Dated \_\_\_\_\_ Permit/Deposit Fees \_\_\_\_\_ Entered in Calendar \_\_\_\_\_

**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? See maps for location

2. Date Requested: 6/2/18 Hours requested from: 6am to 11am

3. Renter's Name: Mobile Baykeeper, Inc

Address: 450-C Government Street

City: Mobile State: AL Zip: 36602

Phone Numbers: (251) 433-4229

4. Purpose of Use: Grandman Triathlon

5. Number of persons expected to attend (adults and minors): 2,500

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.: Gotta no port-o-lets,

Post race expo tents, Rental Company: Blue Rents

8. Will you need electricity?  Yes  No For: finish line, beer trailer

Will you need water?  Yes  No For: fill tent water barrel weights

**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: 2/20/18

City Personnel: [Signature] Fees Paid: \$2,725.00 Date: 3-9-18 Ck. #: 6932

-Office Use Only-

Application Signed/Dated \_\_\_\_\_ Permit/Deposit Fees \_\_\_\_\_ Entered in Calendar \_\_\_\_\_

# City of Fairhope Park & Street Usage Charges

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

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

Name: 2018 Grandman Triathlon - Mobile Bay Keeper

Address: 450-C Government St. Mobile, AL 36602

Date of function: June 1-2, 2018 Phone: 251-433-4229 No. in attendance: 3,000

### FEE SCHEDULE

Park Rental Fee: \$150. per diem	\$300.
Street Rental Fee: \$150. per diem	\$150.

**Subtotal:** \$450.

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

50% Non-Profit Rate : \$225.

Additional Hours – past allotted four hour: @ \$75 per hour	\$450.
Electric/Water Fee: (one time charge of \$50.)	\$50.
Refundable Clean-up Deposit: (Required)	\$2,000.

**Balance Due:** \$2,725.

Less cleaning fee: - \_\_\_\_\_

(50% non-profit rate) - \_\_\_\_\_

**Refund Due:** \_\_\_\_\_

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

**Notes:** South Park used from 10am Fri - 12 noon Saturday. 20 hrs. less 4 hrs. per diem = 12 hrs. total (park is vacant from 10p.m. - 4 a.m.) Rental fees, including

extra hours, assessed at 50% non-profit rate, per city ordinance #1486. Cleaning deposit assessed at 100% rate, but any cleaning fees incurred will be charged at 50%.

Paid: _____	Check# /Cash _____	Date: _____
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# 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: \$ 2,600
- \_\_\_ 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: [Signature] Date: 2/20/18

Down by the Bay Cafe: Closed Date: \_\_\_\_\_

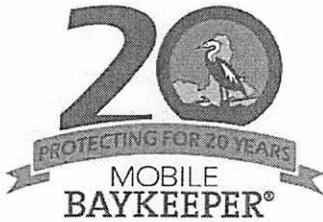
\_\_\_ 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

- Law Enforcement Personnel Provided by: City of Fairhope
- Barricades Provided by: City of Fairhope
- \_\_\_ Staging Provided by: \_\_\_\_\_
- Tents Provided by: Blue Rents
- Port-o-lets provided by: Gotta Go
- \_\_\_ Special transportation needs provided by: \_\_\_\_\_
- Special electrical needs: Finish Line + Beer Trailer (potential)

\_\_\_ 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



February 20, 2018

City of Fairhope  
Mayor Karin Wilson  
Council President Jack Burrell  
107 North Section Street  
Fairhope, Alabama 36532

450C Government Street  
Mobile, Alabama 36602  
(P) 251-433-4229  
(F) 251-432-8197  
info@mobilebaykeeper.org  
mobilebaykeeper.org

OFFICERS:

Wayne Keith  
*President*  
Mel Washington  
*Vice President*  
Rebecca Williams  
*Secretary*  
Cullan Duke  
*Treasurer*  
Casi (kc) Callaway  
*Executive Director & Baykeeper*

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Jep Hill  
R. Cullen Jacobs  
Kelly Jones  
C. Ray Mayhall, Jr.  
J. Steven McClure, P.E.  
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W. Bryan Pape, Jr.  
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Sam St. John  
Lee Webb

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Robert Evans, MD  
Jack V. Greer  
Terry Hartley  
Frederick T. Kuykendall, III  
E. Rob Leatherbury  
Gregory S. McGee, MD  
James "Jimbo" Meador  
Michael Meshad, MD  
Edward N. Morris Jr.  
Henry R. Seawell, III  
L. Page Stalcup, III

Dear Mayor Wilson, Council President Burrell and Council Members:

On behalf of the board, officers, staff and more than 4,500 members of Mobile Baykeeper and the dedicated volunteers associated with Lower Alabama Multi-sport and the Eastern Shore Triathlon Club, we are writing to announce the 2018 Jubilee Kids Triathlon (JKT) will be hosted on June 3, 2018. Through the continued, generous commitment from the City of Fairhope, the Grandman and Jubilee Kids Triathlons will remain safe, family friendly and economically successful races for the non-profit organizations hosting as well as for the City of Fairhope, the merchants and citizens living in and around Mobile Bay. This letter serves as an explanation of our 2018 Jubilee Kids Triathlon needs to host a successful, Fairhope quality event. A separate letter will be submitted for the Grandman Triathlon.

In 2018, Mobile Baykeeper is officially partnering with the Eastern Shore Triathlon Club/Lower Alabama MultiSport (LAMS) to celebrate the 9th annual Jubilee Kids Triathlon – original brainchild of Mayor Wilson! Together, we plan to promote the sport of triathlon across Coastal Alabama and the Southeast by hosting a family fun weekend where adults and their children can safely participate in the area's greatest triathlons. The economic advantages of unifying these triathlons into a weekend experience are vast and we are looking forward to continued growth. We believe uniformly hosting the two races will continue to lead to an increased number of racers, spectators, and volunteers, in turn spending more of their dollars in Fairhope.

For the 2018 race, we would like to more officially partner with the City of Fairhope. We ask you to consider a cash sponsorship and/or offset costs associated with the race. This year, the race will benefit two local non-profit organizations – Mobile Baykeeper and My Team Triumph as well as support the local Eastern Shore Triathlon Club.

The three bullets below explain the most important ways you can offset costs associated with the Jubilee Kids Triathlon. We have also attached a listing of the cash sponsorship opportunities this year. Any level of funding you provide counts toward those sponsorship and benefit levels, but we are happy to work with you to make the support equal your needed benefits:

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Providing citizens a means to protect the beauty, health and heritage of the Mobile Bay Watershed and our coastal communities.

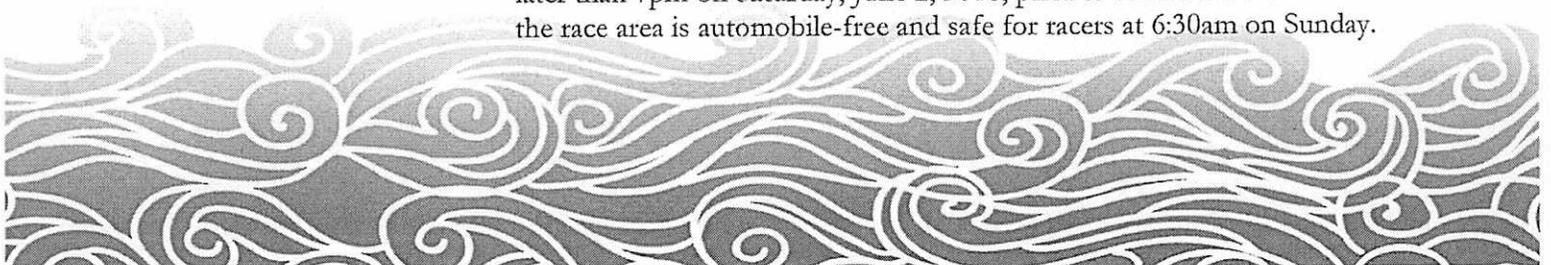
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For the last 8 years, the following items have been vital to the success of the event. We ask that you once again commit to the following:

1. **We request permission to use the Fairhope Municipal Park on Sunday, June 3, 2018.** We will close the road entering the North Municipal Park to traffic from 6:30 am until the last racer finishes (latest finish last year: 8:26 am). We do understand that there are residents that park in the area and businesses that must gain access. The race starts at 7:30 am, and we expect the last racer to cross the finish line around 10:00 am. All cyclists should be off the bike course by 8:10 am. We will submit the required forms to the Fairhope Recreation Department.
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We will maintain traffic flow, just blocking parking in the area closest to the Bay starting after 7pm on Saturday. Additionally, we will secure 10 parking spaces (including 2 handicap spots) for Shux's On The Pier during our event in the park on Friday evening, eliminating any impacts to the owners during this time.

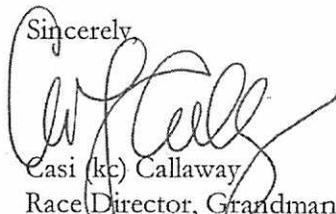
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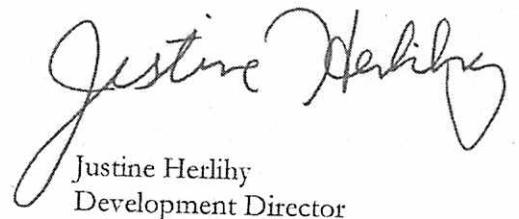
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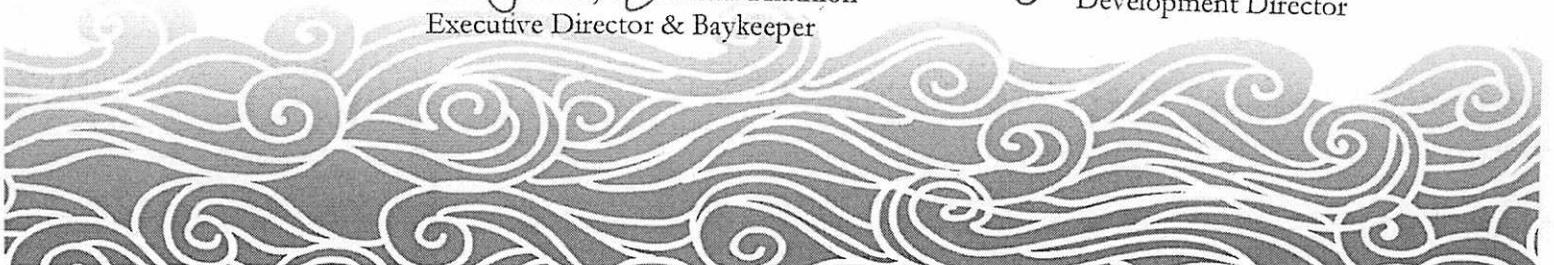
Sincerely,



Cassi (Kc) Callaway  
Race Director, Grandman Triathlon  
Executive Director & Baykeeper



Justine Herlihy  
Development Director



# SWIM COURSE

EXIT ONLY

ENTRANCE ONLY

TRANSITION

MOBILE BAY

Line for Racer #'s 1-399

Line for Racer #'s 400 & Greater

SWIM START

Both Courses - 1760 Ft

Turn Buoy



- SWIM COURSE
- BIKE COURSE
- RUN COURSE
- TA TRANSITION AREA

# BIKE COURSE

Greeno Rd. Hwy 98

South Section St./Co Rd 3

Hwy 32

Monk Rd

Hwy 24

Co Rd 3

Co Rd 3

Co Rd 3

Bike Start  
Bike Finish

TA

Sweetwater Circle

Pier

Mobile Bay

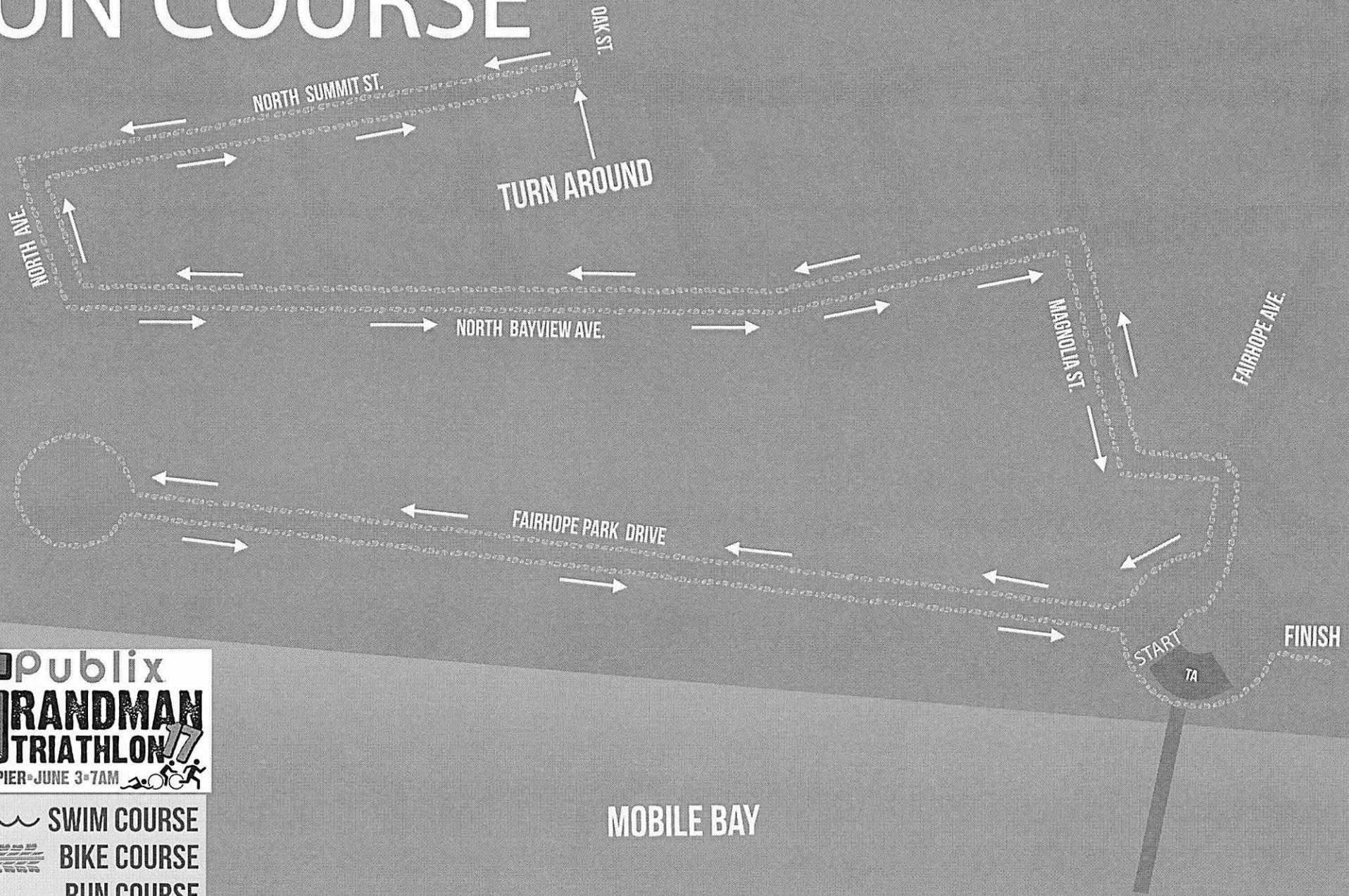


SWIM COURSE  
BIKE COURSE  
RUN COURSE

TA TRANSITION AREA

••••• JUBILEE KIDS COURSE

# RUN COURSE

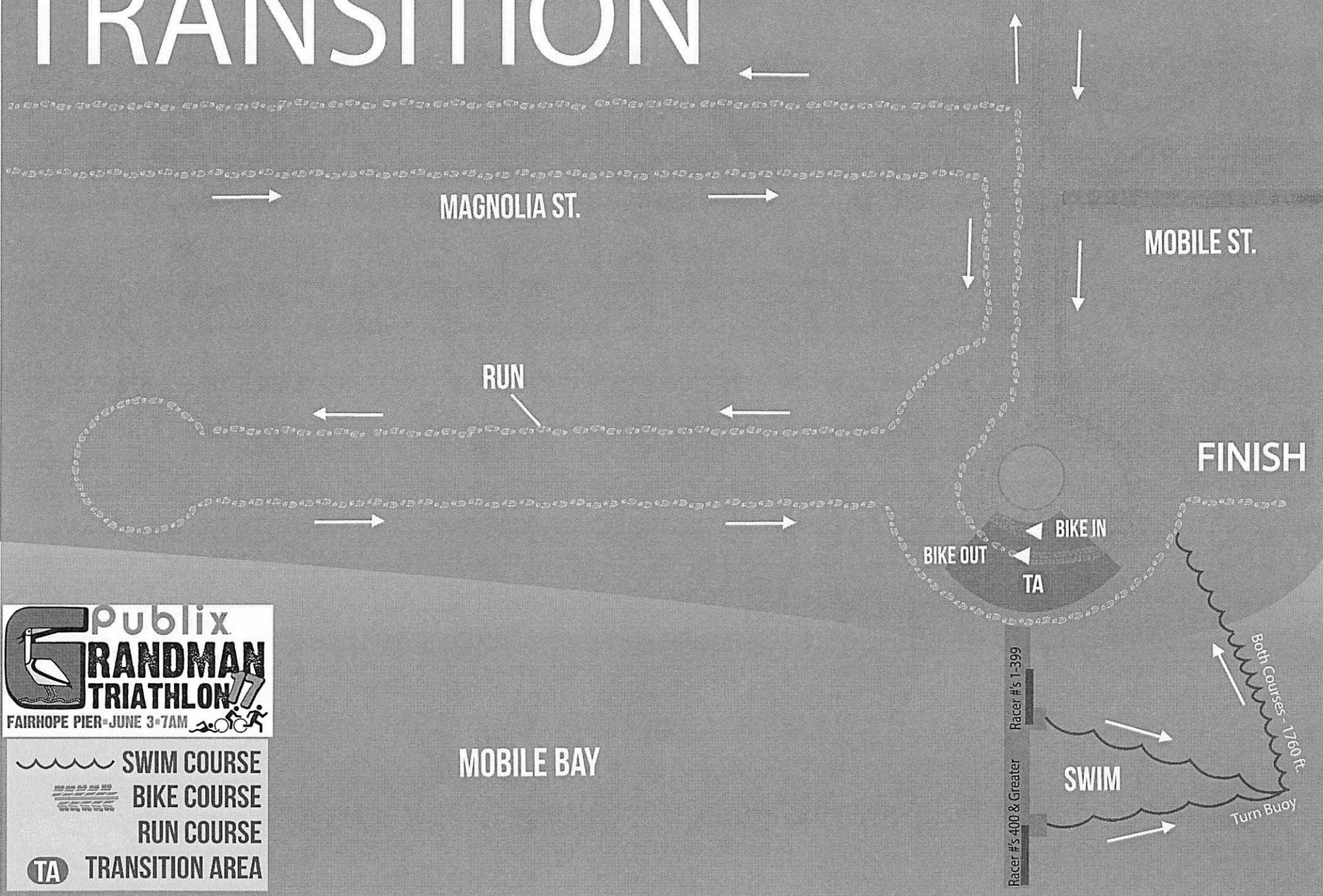


FAIRHOPE PIER • JUNE 3-7AM

- SWIM COURSE
- BIKE COURSE
- RUN COURSE
- TA TRANSITION AREA

MOBILE BAY

# TRANSITION



**Publix**  
**GRANDMAN**  
**TRIATHLON**  
FAIRHOPE PIER • JUNE 3 • 7AM

- SWIM COURSE
- BIKE COURSE
- RUN COURSE
- TA** TRANSITION AREA

MOBILE BAY

MAGNOLIA ST.

MOBILE ST.

FINISH

BIKE OUT

BIKE IN

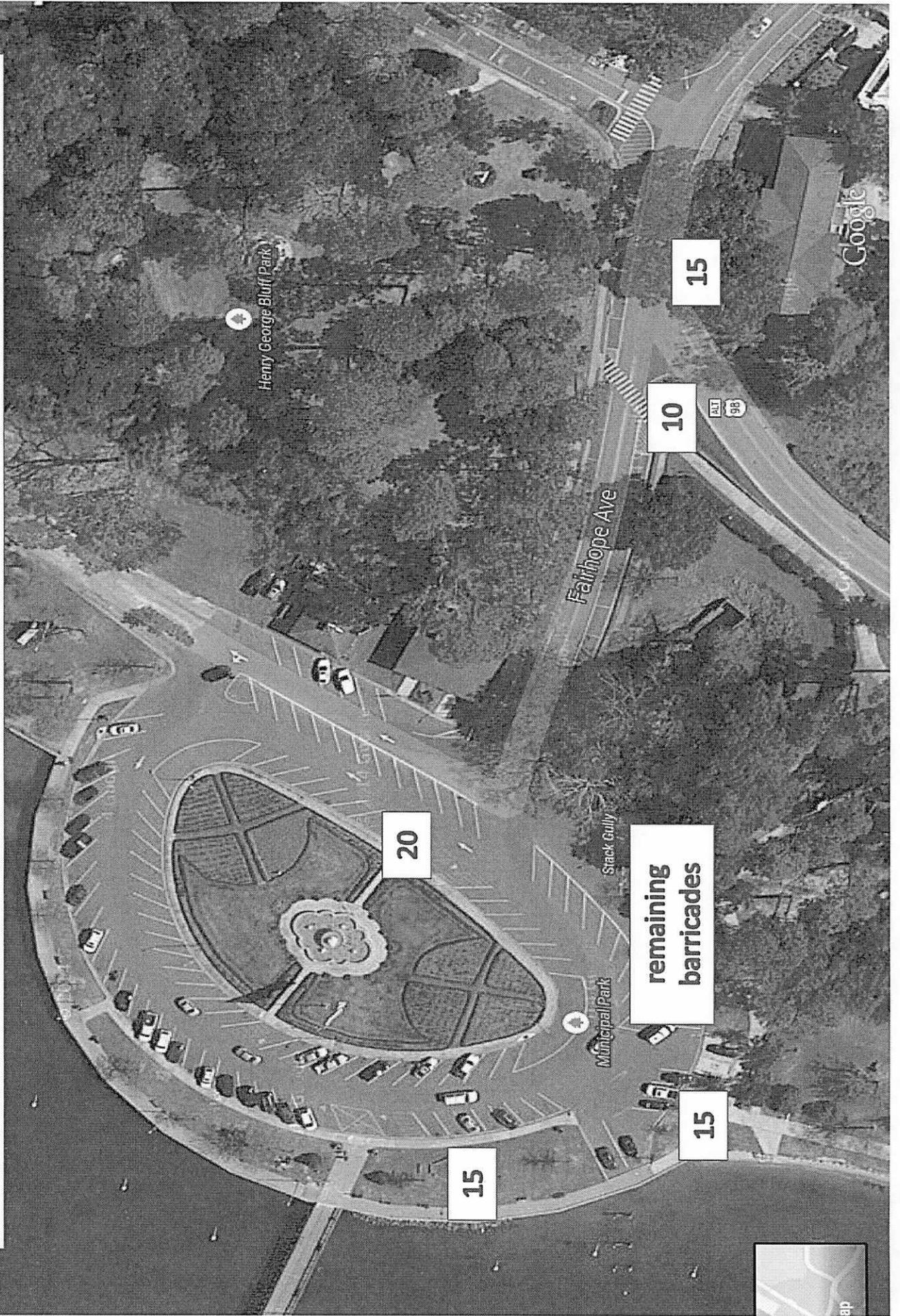
Racer #'s 1-399

Racer #'s 400 & Greater

SWIM

Both Courses - 1760 Ft.  
Turn Buoy

# Barricade Layout for The Grandman Triathlon – June 2nd, 2018





Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248567577  
June 02, 2011 LTR 4168C E0  
63-1190615 000000 00

00020211  
BODC: TE

MOBILE BAYKEEPER INC  
450C GOVERNMENT ST  
MOBILE AL 36602-2320



034473

Employer Identification Number: 63-1190615  
Person to Contact: Albert Zerhusen  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 24, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in November 1998.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

# CERTIFICATE OF INSURANCE

**PRINT DATE:** 2/20/2018

**CERTIFICATE NUMBER:** 20171207576215

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

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

**NAMED INSURED:**

USA Triathlon of Colorado                      Casi Callaway  
5825 Delmonico Drive  
Colorado Springs CO 80919-2401

**INSURERS AFFORDING COVERAGE:**

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

**EVENT INFORMATION:**

The Grandman Triathlon (6/2/2018 - 6/2/2018)

**POLICY/COVERAGE INFORMATION:**

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1738697	12/1/2017 12:01 AM	12/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event)                      \$2,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE                      \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.)                      \$1,000,000
					MEDICAL EXPENSE (Any one person)                      EXCLUDED
					PERSONAL & ADV INJURY                      \$1,000,000
					PRODUCTS-COMP/OP AGG                      \$2,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB607478	12/1/2017 12:01 AM	12/1/2018 12:01 AM	EACH OCCURRENCE                      \$10,000,000
					AGGREGATE (Applies Per Event)                      \$10,000,000

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

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

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

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

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

**CERTIFICATE HOLDER:**

City of Fairhope  
161 North Section Street  
Fairhope AL 36532

**NOTICE OF CANCELLATION:**

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

**AUTHORIZED REPRESENTATIVE:**



Memo: Cost for delivery set up and pick up of barricades for the special event.

**Labor and Materials for barricade delivery set up and pick up.**

<b>Labor and Materials Needed for Repair</b>	<b>Total</b>
Labor- \$25.00 hr. 4hrs 6 workers	\$600.00
Materials	\$0.00
Fee for Truck per Day	\$50.00
<b>Total for all</b>	<b>\$650.00</b>

Thank you,

Arthur Bosarge  
City of Fairhope  
Asst. Director of Public Works

**City of Fairhope**

MAR 26 '18 PM 12:07

*AM*

**Approval for Special Event Request**

3 9 18 Date complete application submitted to Rental Facilities Department

City Sponsored Event

Non City Sponsored Event

Event: Jubilee Kids Triathlon - Lower AL multi-sport & Mobile Baykeeper  
Person Requesting: Casi Callaway  
Date of Event: 6-3-18  
Location: Park on S. end of Municipal Pier, N. Mobile St. Bay Hill Rd. + N. Beach Rd.

**Please attach all supporting documentation.**

**Approval:**

Joseph H. Pettis Date: 03-14-2018  
Police Chief/Designee

Estimated security cost for event \$ 1,215 off-duty

Richard J. Jones Date: 03/21/2018  
Director of Public Works/Designee

Estimated cost for city services \$ \_\_\_\_\_

*some set up for Grandman*

**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.



February 20, 2018

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Jubilee Kids

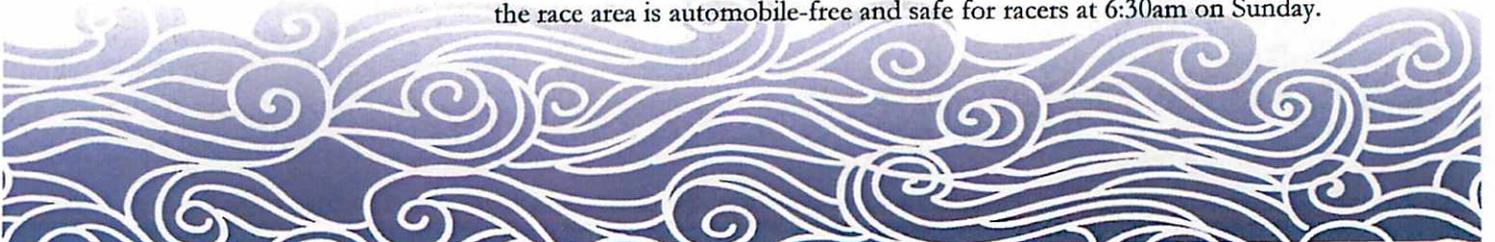
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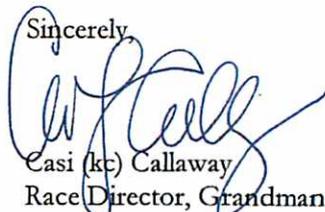
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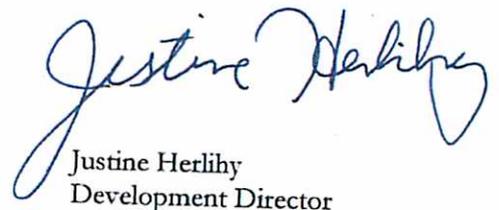
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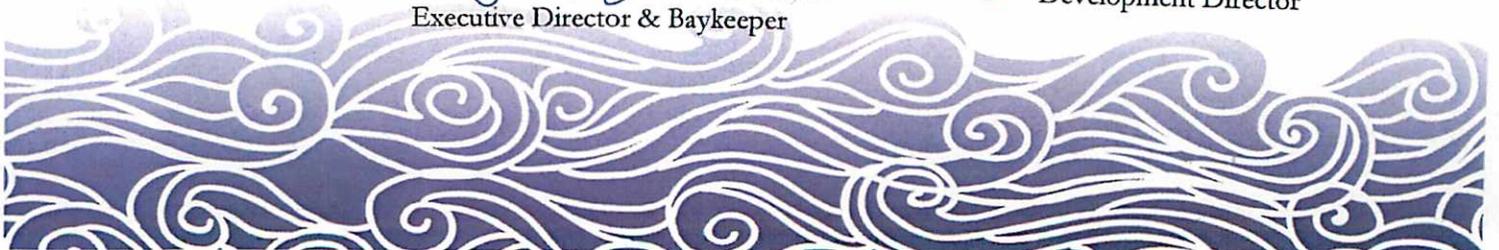
Sincerely,



Casi (Kc) Callaway  
Race Director, Grandman Triathlon  
Executive Director & Baykeeper



Justine Herlihy  
Development Director



**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? South Mobile
- 2. Date Requested: 06/03/2018 Hours requested from: 7:30 AM to 10:30 AM
- 3. Renter's Name: LAMS - LOWER ALABAMA MULTISPORT  
 Address: 111 Fig Ave.  
 City: Fairhope State: AL Zip: 36532  
 Phone Numbers: 251-917-4200
- 4. Purpose of Use: Sports activity, kids triathlon
- 5. Number of persons expected to attend (adults and minors): 300
- 6. Will there be alcohol on the premises during the event? NO If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
- 7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: there will be tents  
barbicaades, finish line & port-o-lets Rental Company: Blue Rents
- 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: 2/1/2018  
City Personnel: \_\_\_\_\_ Fees Paid: \_\_\_\_\_ Date: \_\_\_\_\_ Ck. #: \_\_\_\_\_

-Office Use Only-

Application Signed/Dated \_\_\_\_\_ Permit/Deposit Fees \_\_\_\_\_ Entered in Calendar \_\_\_\_\_

4

Handwritten notes at the top of the page, including the date "MAY 20: 01" and various illegible scribbles.

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**City of Fairhope**  
**Park & Street Usage Charges**  
*(per city ordinance No. 1575, 1576, & 1486)*

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

Name: Jubilee Kids Triathlon - Lower Alabama Multisport

Address: 450C Government St. Mobile, AL 36602

Date of function: 6-3-18 Phone: 251-433-4229 No. in attendance: 300

**FEE SCHEDULE**

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

**Subtotal:** 300

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

50% Non-Profit Rate : 150

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

**Balance Due:** \$1,150

Less cleaning fee: -           

(50% non-profit rate) -           

**Refund Due:**           

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

Notes: park fees paid via different application / MBK

Paid: <u>          </u>	Check# /Cash <u>          </u>	Date: <u>          </u>
-------------------------	--------------------------------	-------------------------

**APPLICATION FOR THE USE OF CITY OF FAIRHOPE PARKLANDS**

We, the undersigned, hereby apply for the use of certain facilities at City of Fairhope Parklands, and in connection with said application, furnish the following:

1. We wish to use:

- Henry George Park (park on bluff above Fire Hall) (E)
- Fairhope Beach Pavilion (W & E)
- Park on South End of Pier (South Beach Park) (W&E)

2. Date Requested: 6-3-2018 Hours requested: from 6:30 to 10:30

3. Renter's Name: MOBILE BAYKEEPER (Justice Kids Triathlon)

4. Address: 4500 GOVERNMENT ST. City: MOBILE State: AL Zip: 36602

5. Phone Numbers: Mobile: \_\_\_\_\_ Work/Alt: 251-433-4229

6. Purpose of Use: Sports activity, Kids Activity

7. Number of persons expected to attend (adults and minors): 300

8. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: tents, barricades, finish line, port-o-lets Rental Company: Blue Rents

9. 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 parks, 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 parks who are injured or suffer property damage that is in any way caused by my use of the parks. 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 parks.

**CLEANING & 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. 1575 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: 3/8/18

City Personnel: [Signature] Fees Paid: \$1050.00 Date: 3/9/18 Ck. #: 6947

-Office Use Only-

Application Signed/Dated \_\_\_\_\_ Permit/Deposit Fees \_\_\_\_\_ Entered in Calendar \_\_\_\_\_

# City of Fairhope Park & Street Usage Charges

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

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

Name: Jubilee Kids Triathlon - \*park rental only\* Mobile Baykeeper

Address: 450C Government St. Mobile, AL 36602

Date of function: 6-3-18 Phone: 251-433-4229 No. in attendance: 300

### FEE SCHEDULE

Park Rental Fee: \$150. per diem	-- _____
Street Rental Fee: \$150. per diem	-- _____

Subtotal:           --          

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

50% Non-Profit Rate :           --          

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

Balance Due: \$1,050

Less cleaning fee: - \_\_\_\_\_

(50% non-profit rate) - \_\_\_\_\_

Refund Due: \_\_\_\_\_

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

Notes: \$1,150 paid 3-6-18 check no. 10881 (lower AL multisport)

This \$1,150 fee covered all fees except for park cleaning deposit and utilities charge.

Paid: _____	Check# /Cash _____	Date: _____
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# 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: \$ 1,150
- 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- 5. Proof of liability insurance for event naming the City of Fairhope as certificate holder with date of event requested.
- 6. For Street Closings within the Central Business District, signatures from 75% businesses/residences and notification to 100% of the businesses/residences within 300 feet of the location of event. (12 weeks prior to event)
- 7. For Street Closings outside the Central Business District, signatures from adjacent businesses within 300 feet of event (12 weeks prior to event) and notification of all businesses/residents along race route (30 days prior to event).
- 8. For South Park Events, signatures from:
  - Shuck's Restaurant: See Attached Date: \_\_\_\_\_
  - Down by the Bay Cafe: N/A Date: \_\_\_\_\_
- 9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)
 

_____ Law Enforcement Personnel	Provided by: <u>City of Fairhope</u>
_____ Barricades	Provided by: <u>City of Fairhope</u>
_____ Staging	Provided by: <u>Event</u>
_____ Tents	Provided by: <u>Sponsors</u>
_____ Port-o-lets	provided by: <u>67 2 67 porties</u>
_____ Special transportation needs	provided by: <u>Medstar</u>
_____ 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

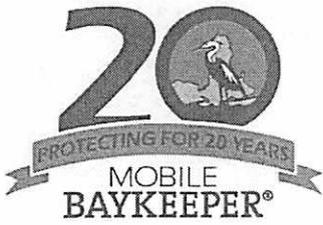
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Faint, mostly illegible text, possibly bleed-through from the reverse side of the page. Some words are difficult to discern but appear to include "The following information..." and "is being provided to you..."



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February 20, 2018

City of Fairhope  
Mayor Karin Wilson  
Council President Jack Burrell  
107 North Section Street  
Fairhope, Alabama 36532

450C Government Street  
Mobile, Alabama 36602  
(P) 251-433-4229  
(F) 251-432-8197  
info@mobilebaykeeper.org  
mobilebaykeeper.org

**OFFICERS:**

Wayne Keith  
*President*  
Mel Washington  
*Vice President*  
Rebecca Williams  
*Secretary*  
Cullan Duke  
*Treasurer*  
Casi (kc) Callaway  
*Executive Director & Baykeeper*

**BOARD MEMBERS:**

Lee R. Adams  
Jep Hill  
R. Cullen Jacobs  
Kelly Jones  
C. Ray Mayhall, Jr.  
J. Steven McClure, P.E.  
Sumpter McGowin  
Kelly McGriff  
Paul Myrick  
J. Benson O'Connor, III  
W. Bryan Pape, Jr.  
Debbie Quinn  
Sam St. John  
Lee Webb

**HONORARY MEMBERS:**

Jimmy Buffett  
Robert Evans, MD  
Jack V. Greer  
Terry Hartley  
Frederick T. Kuykendall, III  
E. Rob Leatherbury  
Gregory S. McGee, MD  
James "Jimbo" Meador  
Michael Meshad, MD  
Edward N. Morris Jr.  
Henry R. Seawell, III  
L. Page Stalcup, III

Dear Mayor Wilson, Council President Burrell and Council Members:

On behalf of the board, officers, staff and more than 4,500 members of Mobile Baykeeper, we are writing to announce that the 2018 Publix Grandman Triathlon (Grandman) will be celebrating its 14<sup>th</sup> Anniversary in Fairhope and Mobile Baykeeper will also be partnering and providing technical support for the Jubilee Kids Triathlon (JKT). Through the continued, generous commitment from the City of Fairhope, the Grandman and Jubilee Kids Triathlons will be safe, family friendly and economically successful races for the non-profit organizations hosting as well as for the City of Fairhope, the merchants and citizens living on and around Mobile Bay. This letter serves as an explanation of our 2018 Grandman needs to host a successful, Fairhope quality event. A separate letter will be submitted for Jubilee Kids Triathlon.

Over the years, the racers, their families and friends repeatedly comment on the spectacular setting and wonderful support given by the Fairhope Police Department, Fairhope City Employees, Fairhope residents and, of course, the leadership of the Fairhope City government. Our research continues to indicate the primary motivation for participation is the Fairhope, Alabama setting. The destination is exceptional for those not native to the area, and the Grandman is a popular competition for local and regional athletes. Restaurants, retail business owners, and hotel owners in the area also benefit economically from the race.

In 2018, Mobile Baykeeper is officially partnering with the Eastern Shore Triathlon Club/Lower Alabama MultiSport (LAMS) to celebrate the 9th annual Jubilee Kids Triathlon – original brainchild of Mayor Wilson! Together, we plan to promote the sport of triathlon across Coastal Alabama and the Southeast by hosting a family fun weekend where adults and their children can safely participate in the area's greatest triathlons. The economic advantages of unifying these triathlons into a weekend experience are vast and we are looking forward to continued growth. We believe uniformly hosting the two races with a Heath and Fitness Expo to kick off the weekend will continue to lead to an increased number of racers, spectators, and volunteers, in turn spending more of their dollars in Fairhope.

For the 2018 race, we would like to more officially partner with the City of Fairhope. We ask you to consider a cash sponsorship and/or offset costs associated with the race. This year, the race will benefit two local non-profit organizations – Mobile Baykeeper and My Team Triumph as well as support the local Eastern Shore Triathlon Club.



*Providing citizens a means to protect  
the beauty, health and heritage  
of the Mobile Bay Watershed  
and our coastal communities.*

The three bullets below explain the most important ways you can offset costs associated with the Grandman. We have also attached a listing of the cash sponsorship opportunities this year. Any level of funding you provide counts toward those sponsorship and benefit levels, but we are happy to work with you to make the support equal your needed benefits:

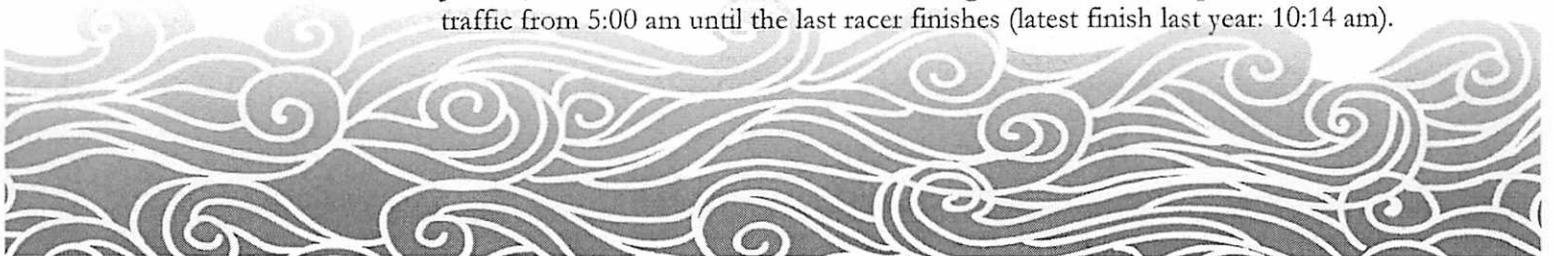
1) **Cover all or a portion of the police support costs:** The support of the Fairhope Police Department is the single most significant reason the Grandman has been a success. You have an amazing team of officers who have studied the course, made valuable suggestions and consistently alleviated problems throughout the race weekend. The significant service provided, comes with a well-deserved significant price. The total amount spent on officers is the largest expenses for both events. We want our officers to be adequately compensated for their work and would like to request that the City of Fairhope help subsidize the cost of the police officers needed to monitor traffic on the racecourse. This relief could come in a cash sponsorship or offered as an in-kind service. As always, we will follow the lead of the Fairhope Police Department closely to ensure we create and implement the best plan that benefits all.

2) **Waive the park rental fees:** We are grateful for the reduction of the park rental fees to \$1,050 and we request the City of Fairhope continue to support the race through an in-kind contribution or reduced fee. For 2012, we paid a fee of \$500 or less: and would love to return to that significant reduction. Fairhope receives tremendous economic and advertising benefit from the Grandman Triathlon and will continue to do so in upcoming years (particularly with the additional promotion of the Jubilee Kids Triathlon). We would love to go over exposure numbers with you so we can all better familiarize ourselves with the amazing impact we bring working together.

3) **Waive the park and street deposits:** Mobile Baykeeper has operated the Grandman successfully for 14 years leaving absolutely no trace of having 3,500 people congregating on the park and around the Rose Garden. We believe the same can be said for the Jubilee Kids Triathlon, yet we have to put \$4,000 down as a deposit for the race weekend. Mobile Baykeeper has a reputation to uphold and leaving trash or destroying property has never and will never be allowed to happen on our watch. We are also very willing to write a check if something beyond our control happens and, due to our 21 year history in the community, we are easy to find for payment.

For the last 13 years, the following items have been vital to the success of the event. We ask that you once again commit to the following:

1. **We request permission to use the Fairhope Municipal Park on Saturday, June 2, 2018.** We will close the road entering the North Municipal Park to traffic from 5:00 am until the last racer finishes (latest finish last year: 10:14 am).



We do understand that there are residents that park in the area and businesses that must gain access. The race starts at 7:00 am, and we expect the last racer to cross the finish line around 10:00 am. All cyclists should be off the bike course by 9:30 am. We will submit the required forms to the Fairhope Recreation Department.

2. **Please Close the Rose Garden Parking by 5pm, June 1.** We request the Rose Garden at the Municipal Pier be closed entirely to parking no later than 5pm on Friday, June 1, 2018, prior to the race. This ensures the race area is automobile-free and safe for racers at 5am on Saturday. We will maintain traffic flow, just blocking parking in the area closest to the Bay starting after 5pm on Friday as we have for the last five years. Additionally, we will secure 10 parking spaces (including 2 handicap spots) for Shux's On The Pier during our event in the park on Friday evening, eliminating any impacts to the owners during this time. In 2016 and 2017, we stuffed our racer bags with promotional materials advertising Shux's business hours, put signage up the hill to let patrons know they were open for business and encouraged race participants to enjoy this local restaurant while we they were in town – we were pleased to see they had a packed house throughout the weekend!
3. **Assist with No Parking signs:** To assist with ensuring the race area is automobile-free and safe for racers, we would also appreciate the City's public works department placing signs stating "no parking" as early as possible during the week. We will add additional signage to make sure everyone knows Shux is still open for business. This will prevent any last-minute disruption for the people dining and/or living on the pier.
4. **Allow alcoholic beverages on the south side of the Rose Garden only.** We would again like to serve beer at the post race event in the south park. The City of Fairhope has agreed to allow us to serve beer each year with the agreement that we erect barricades around the alcohol at the post-race event, and serve non-alcoholic drinks as well as pizza, hotdogs, patries, fruit, etc. We have added additional safeguards of barricades, monitors and signage to keep drinking within the park and additional staff members to ensure no one under age is drinking. The post-race event has occurred without incident each year and has seen improved safety precautions thanks to suggestions from Fairhope Police. We have reviewed and understand the alcohol policy and will be working to meet all the requirements.
5. **Block entrance to Fairhope Pier morning of June 2.** The Section Street intersection at the Fairhope Pier entrance to the bike course would need to be blocked temporarily or traffic forced to yield from the time the first biker passed until the last biker passed. After the last biker passes, the intersections would be reopened completely. We estimate that time between the first and last cyclists will be no more than one hour. In addition, we selected the proposed route so that cars could easily detour around race participants or pass in the other lane.

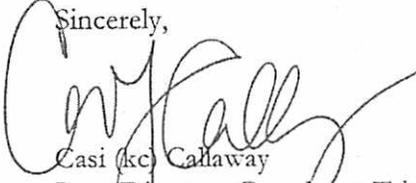


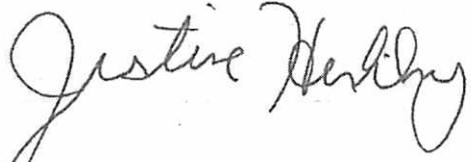
6. **Sweep Streets.** Each of the past years, the Fairhope City Services has swept the streets on Friday before the race, cleaned the beach before the race, cleaned the duck pond and swept any areas where participants would be barefoot (the rose garden parking area and beach south of the pier). We request your help with these services again to ensure the safety of our racers.
7. **Allow racers to continue jumping off the finger piers.** The swim course will remain at the south side of the Pier as it did in 2013-2017 with racers going into the water from the two west finger piers. The start location was changed in 2013 to avoid impacting the sea oats and grasses the City has planted to protect the beach north of the pier. The other additional change includes racers jumping off both of the west finger piers. In 2017, this significantly sped up the time the racers were in the water and led to a quicker overall race finish time. This allows us to begin break down sooner and return the area back to normal at a quicker rate of speed.

The Grandman is now a tradition in the City of Fairhope. We have worked incredibly hard to ensure the race is not only fun for the racers and a good fundraiser for the charity organizations it benefits, but also a huge economic boost to the City of Fairhope. We will continue to work with the Merchants to ensure the 2018 race and beyond are even bigger successes with more patrons from the race spending money in their shops, stores, businesses and restaurants with limited inconvenience.

Mobile Baykeeper and myTeam Triumph (2018 race beneficiaries) are not-for-profit 501c3 organizations with a large membership base of Fairhope residents. The work of these organizations directly benefits the City of Fairhope and we would like to continue to promote a healthy partnership.

We attribute the continued success of the Grandman Triathlon to the support of the Fairhope City Council, Fairhope Parks and Recreation, the Fairhope Police Department, Fairhope Merchants and city residents. We hope to continue this great tradition, and we look forward to discussing this proposal with you at your convenience. Thank you for your consideration for these requests.

Sincerely,  
  
Casi (KC) Callaway  
Race Director, Grandman Triathlon  
Executive Director & Baykeeper

  
Justine Herlihy  
Development Director



# Jubilee Kids Triathlon

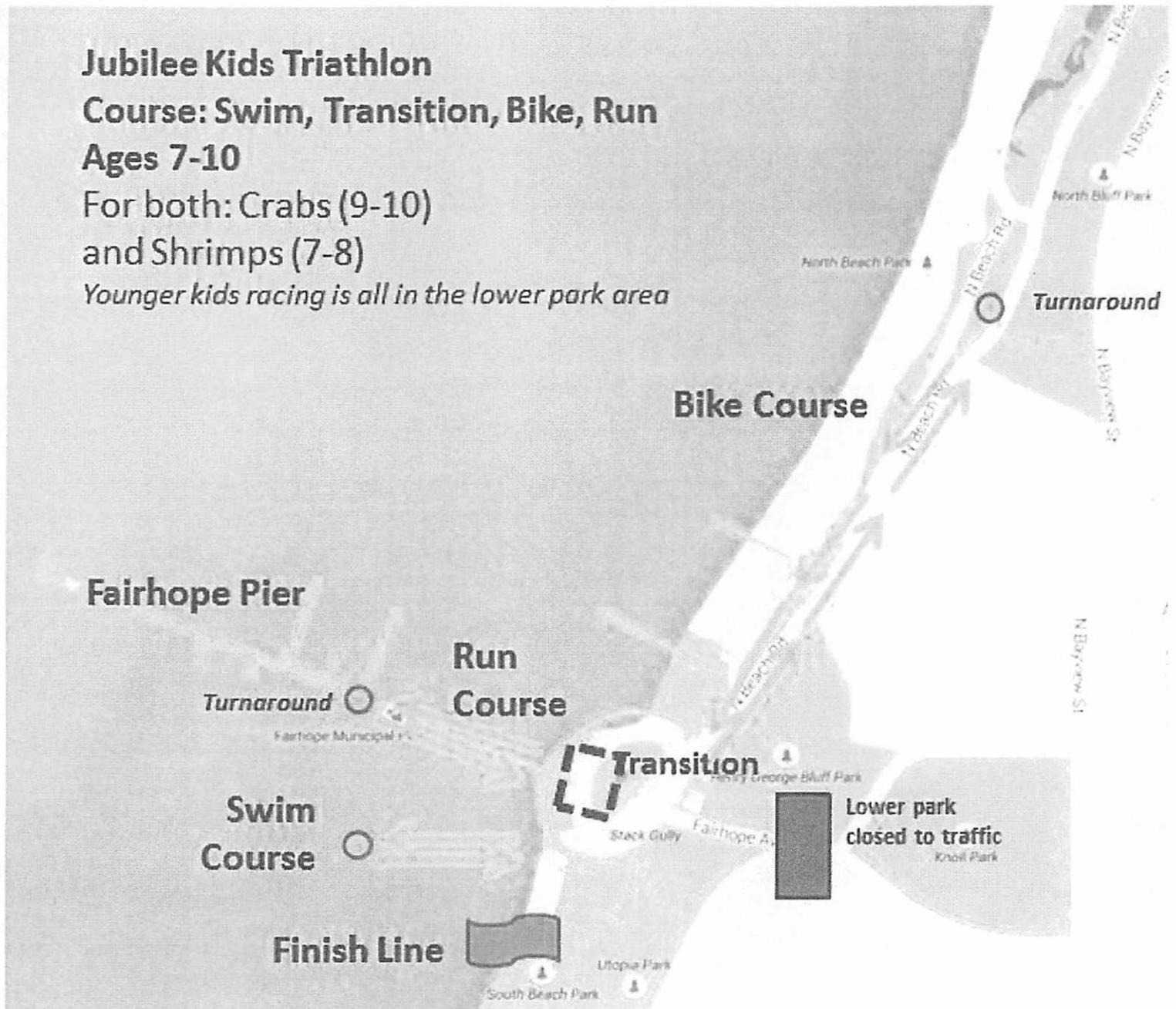
Course: Swim, Transition, Bike, Run

Ages 7-10

For both: Crabs (9-10)

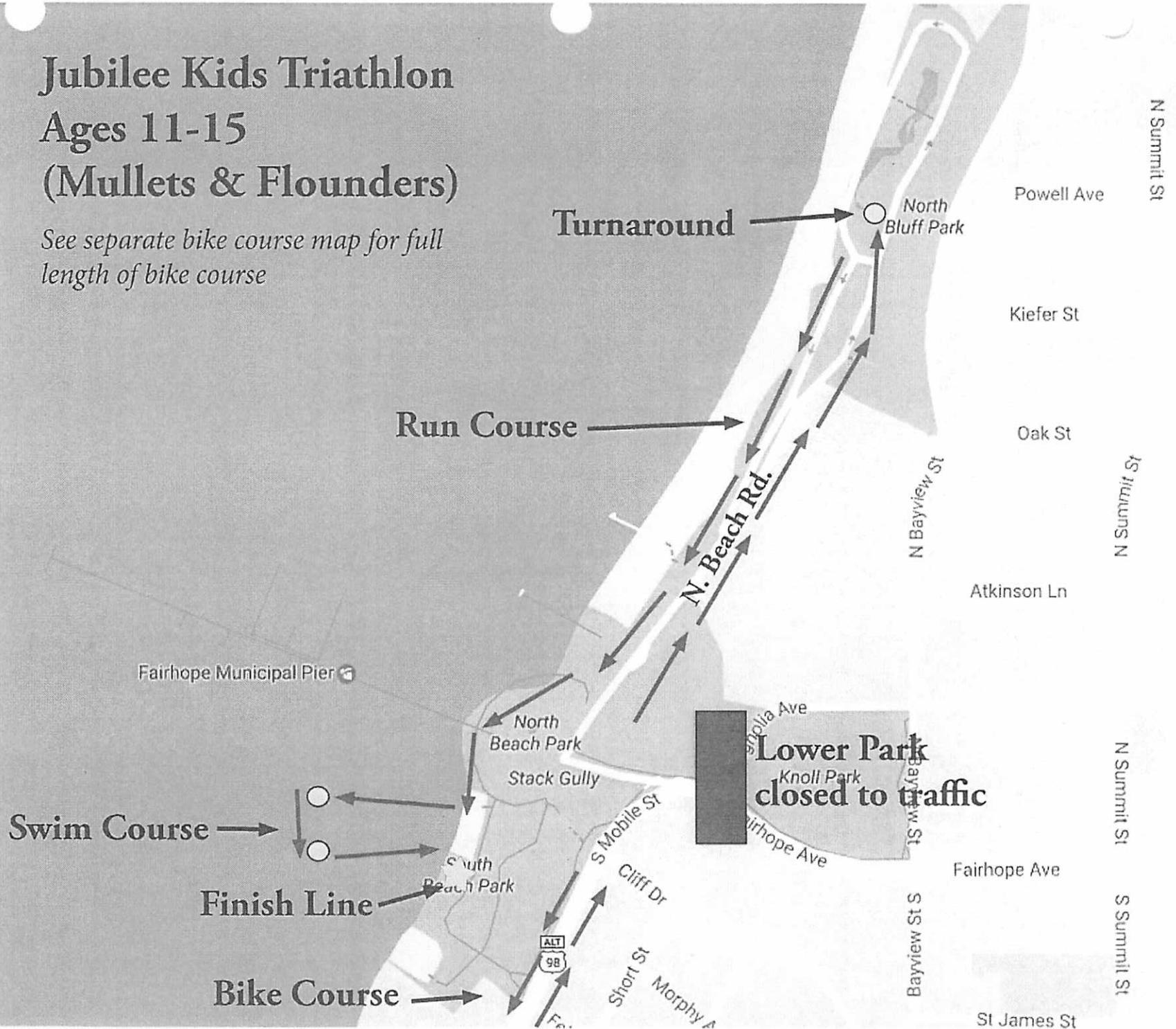
and Shrimps (7-8)

*Younger kids racing is all in the lower park area*



# Jubilee Kids Triathlon Ages 11-15 (Mullets & Flounders)

*See separate bike course map for full length of bike course*

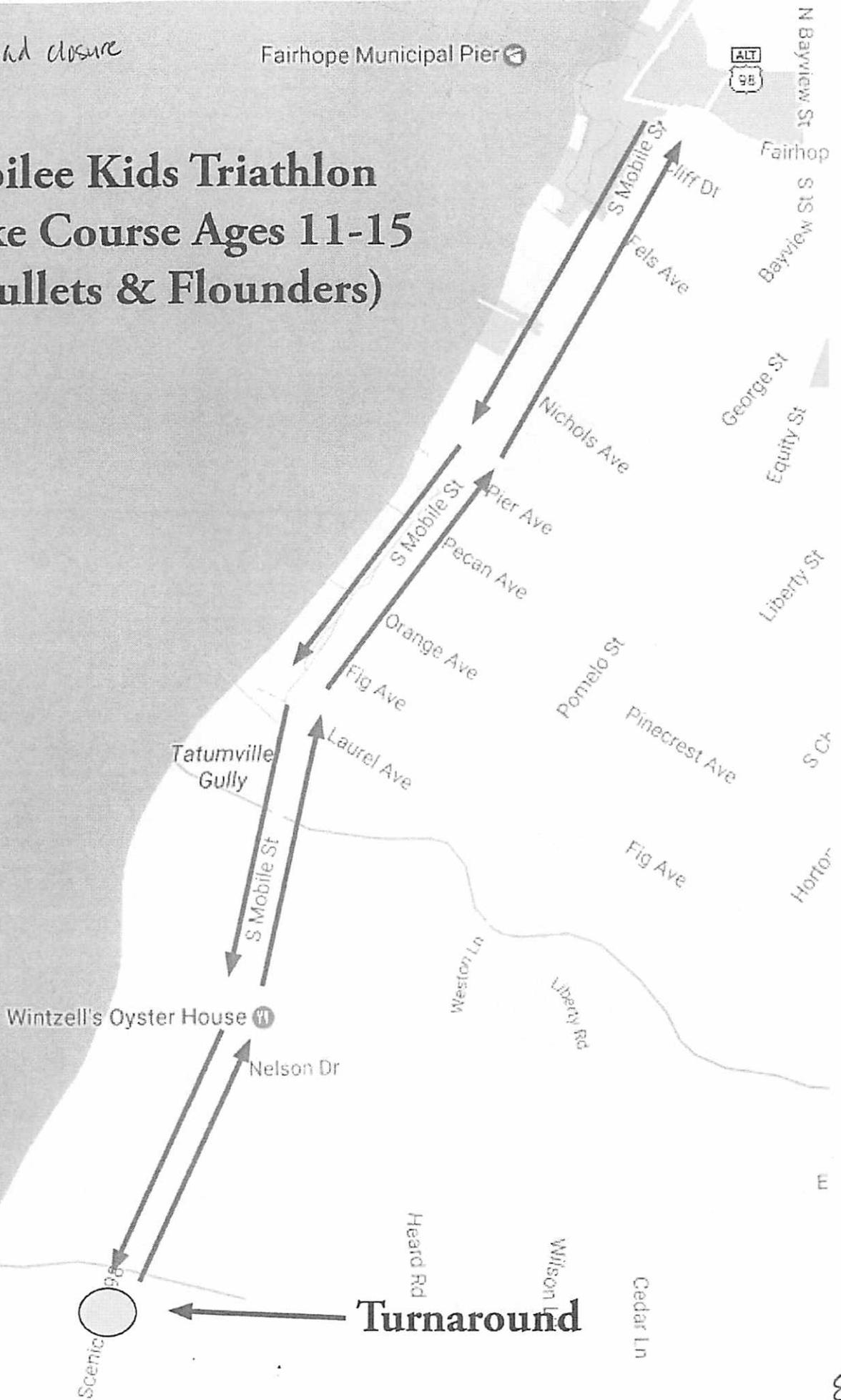


Map - road closure

Fairhope Municipal Pier



# Jubilee Kids Triathlon Bike Course Ages 11-15 (Mullets & Flounders)



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

DEPARTMENT OF THE TREASURY

Date: MAR 24 2014

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

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

Dear Applicant:

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

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

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

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

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-NC

# CERTIFICATE OF INSURANCE

PRINT DATE: 3/7/2018

CERTIFICATE NUMBER: 20180301596401

**AGENCY:**

Integro USA Inc.  
d/b/a Integro Insurance Brokers  
2727 Paces Ferry Road, Building Two, Suite 1500  
Atlanta, GA 30339  
678-324-3300 (Phone), 678-324-3303 (Fax)

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

**NAMED INSURED:**

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

**INSURERS AFFORDING COVERAGE:**

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

**EVENT INFORMATION:**

Jubilee Kids Triathlon 2018 (6/3/2018 - 6/3/2018)

**POLICY/COVERAGE INFORMATION:**

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

INS	TYPE OF INSURANCE:	POLICY NUMBER(S):	EFFECTIVE:	EXPIRES:	LIMITS:
A	GENERAL LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHPK1738697	12/1/2017 12:01 AM	12/1/2018 12:01 AM	GENERAL AGGREGATE (Applies Per Event) \$2,000,000
	<input checked="" type="checkbox"/> Participant Legal Liability				EACH OCCURRENCE \$1,000,000
					DAMAGE TO RENTED PREMISES (Each Occ.) \$1,000,000
					MEDICAL EXPENSE (Any one person) EXCLUDED
					PERSONAL & ADV INJURY \$1,000,000
					PRODUCTS-COMP/OP AGG \$2,000,000
B	UMBRELLA/EXCESS LIABILITY				
	<input checked="" type="checkbox"/> Occurrence	PHUB607478	12/1/2017 12:01 AM	12/1/2018 12:01 AM	EACH OCCURRENCE \$10,000,000
					AGGREGATE (Applies Per Event) \$10,000,000

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

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

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

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

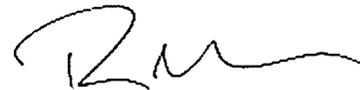
The General Liability policy contains Form CG2404 (05/09): Waiver of Transfer of Rights of Recovery Against Others to Us, but only as required by written contract or agreement executed by the named insured prior to an occurrence resulting in a loss or a claim.

**CERTIFICATE HOLDER:**

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

**NOTICE OF CANCELLATION:**

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

**AUTHORIZED REPRESENTATIVE:**

DATE: 02/28/2016

# SIGNATURES of BUSINESSES & RESIDENCES

Date of Street Closing: June 3rd 2016

Times: 7:30 AM -- 10:30 AM

Type of Event: Jubilee kids Triathlon

Street(s) to be closed: South Mobile

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
<del>Snuggles</del>	<del>Fairhope Pier</del>	<del>421-4554</del>	<del>[Signature]</del>
<del>Donna [unclear]</del>	<del>4 Beach Dr.</del>	<del>337-4423</del>	<del>[Signature]</del>
EMMA'S Bay House	207 S. Mobile	990-0167	[Signature]
Baron's	701 S. Mobile	928-6000	[Signature]
WAMMIND'S	16 Laurel Ave.	990-0995	[Signature]
Two Sisters	19452 Scenic Hwy	517-0622	[Signature]
Wintzels	605 S. Mobile	929-2322	[Signature]

Person(s) responsible for collecting and authenticating above signatures: Name Rachel Ewing  
 Phone 266-6646

2/08 '88/80

11.00 AM 08.71

2008-08-08  
MONTGOMERY ST  
MONTGOMERY ST

X

2008-08-08	2008-08-08	2008-08-08
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2008-08-08	2008-08-08	2008-08-08

2008-08-08



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

MAR 28 '18 AM 10:38

*AM*

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.

Andrew P. Tubertini

APPLICANT'S NAME The Fairhope Rotary Club Foundation SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH \_\_\_\_\_

MAILING ADDRESS 10 N. Section St Fairhope, AL 36532

HOME # \_\_\_\_\_ WORK # 251 990 0535

CELL # \_\_\_\_\_ FAX # 251 990 0538

RESIDENCE ADDRESS \_\_\_\_\_ Fairhope, AL 36532

NO. YEARS AT PRESENT ADDRESS 2 NO. YEARS AT PREVIOUS ADDRESS 6

PREVIOUS ADDRESS \_\_\_\_\_ AL 36535

NAME AND ADDRESS OF BUSINESS The Fairhope Rotary Club Steak Cookoff  
May 11, 2018 (Bancroft S. at Fairhope Ave. to Morphy) 3-11:30pm

NAME OF CORPORATION Fairhope Rotary Club Foundation

BUSINESS LOCATION Fairhope AL.

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

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

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE \_\_\_\_\_

WHEN \_\_\_\_\_ WHAT WAS CHARGE \_\_\_\_\_

DISPOSITION \_\_\_\_\_

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
<u>Karin Wilson</u>	<u>City Hall</u>	
<u>Jack Burrell</u>	<u>"</u>	
<u>Jay Robinson</u>	<u>"</u>	

City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

**PLEASE SELECT TYPE OF LICENSE APPLYING FOR:**

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

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

  
SIGNATURE (FULL NAME) \_\_\_\_\_

3/28/18  
DATE \_\_\_\_\_

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

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

APPROVED Joseph M. Pettin DATE 04-04-18  
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

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 STEPHEN SAVAGE SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ DAPHNE 36526

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

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

RESIDENCE ADDRESS \_\_\_\_\_ DAPHNE 36526

NO. YEARS AT PRESENT ADDRESS 12 NO. YEARS AT PREVIOUS ADDRESS \_\_\_\_\_

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

NAME AND ADDRESS OF BUSINESS EASTERN SHORE ART ASSOCIATION, INC  
401 OAK AVENUE FAIRHOPE

NAME OF CORPORATION EASTERN SHORE ART ASSOCIATION INC

BUSINESS LOCATION FAIRHOPE

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE YES

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

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE \_\_\_\_\_

WHEN \_\_\_\_\_ WHAT WAS CHARGE \_\_\_\_\_

DISPOSITION \_\_\_\_\_

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
MARY RISZAR		DAPHNE 36526
PAT HAWTHORNE		DAPHNE 36526
PAIGE CRAWFORD		

FAIRHOPE 36537

City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

**PLEASE SELECT TYPE OF LICENSE APPLYING FOR:**

**011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.

**010- LOUNGE LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.

**031- CLUB LIQUOR LICENSE** – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.

**020 - RESTAURANT LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.

*JAH*

**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.**

STEPHEN SAVASE 3/20/18  
SIGNATURE (FULL NAME) DATE

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

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

APPROVED Joseph H. Pettit DATE 03-23-2018  
Chief of Police

APPROVED BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

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APPLICANT'S NAME Gail N. Whitaker "Niki" SSN# \_\_\_\_\_

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

MAILING ADDRESS \_\_\_\_\_

HOME # \_\_\_\_\_ WORK # 251-989-2555

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

RESIDENCE ADDRESS Same as mailing

NO. YEARS AT PRESENT ADDRESS 17 yrs NO. YEARS AT PREVIOUS ADDRESS 25 yrs.

PREVIOUS ADDRESS \_\_\_\_\_, AL 36532

NAME AND ADDRESS OF BUSINESS CARE House, Inc.

PO Box 884 Summerdale, AL 36580

NAME OF CORPORATION CARE House, Inc.

BUSINESS LOCATION 16397 County Road 73 Summerdale, AL 36580

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE NO

IF SO, WHERE NA UNDER WHAT NAME NA

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE \_\_\_\_\_

WHEN \_\_\_\_\_ WHAT WAS CHARGE \_\_\_\_\_

DISPOSITION \_\_\_\_\_

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Bonnie Hindman	Robertsdale, AL 36567	
Brandi King	Loxley, AL 36551	
Frances Holk-Jones	Foley, AL 36536	

City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

**PLEASE SELECT TYPE OF LICENSE APPLYING FOR:**

**011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.

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*YAK*

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**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.**

Phil Nicole Whitaker  
SIGNATURE (FULL NAME)

3/20/18  
DATE

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

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

APPROVED Joseph H. Pett DATE 03-23-2018  
Chief of Police

APPROVED  
BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

APR 3 10 AM 11:55

*JMA*

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 Jennifer B. Kopf SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH Baton Rouge, LA

MAILING ADDRESS \_\_\_\_\_ Dr. Fairhope AL-36532

HOME # \_\_\_\_\_ WORK # 454-0210

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

RESIDENCE ADDRESS Same

NO. YEARS AT PRESENT ADDRESS 13 NO. YEARS AT PREVIOUS ADDRESS 5

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

NAME AND ADDRESS OF BUSINESS St. Michael Catholic High School  
11732 Higbee Rd., Fairhope, AL. 36532

NAME OF CORPORATION "An Evening with Andy Andrews" May 3, 2018

BUSINESS LOCATION \_\_\_\_\_

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE March 2018 / March 2017 UNDER WHAT NAME St. Michael Catholic H.S.

HAS APPLICANT EVER BEEN ARRESTED no IF SO, WHERE \_\_\_\_\_

WHEN \_\_\_\_\_ WHAT WAS CHARGE \_\_\_\_\_

DISPOSITION \_\_\_\_\_

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
David Kopf		
Faustin Weber		
Laura Poter		

City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

**PLEASE SELECT TYPE OF LICENSE APPLYING FOR:**

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*JMK*

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

*Jennifer B. Kopf*  
SIGNATURE (FULL NAME)

4/3/18  
DATE

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

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

APPROVED *Joseph H. Patten* DATE 04-04-18  
Chief of Police

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
BY COUNCIL \_\_\_\_\_  
City Clerk

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