

STATE OF ALABAMA)
 :
 COUNTY OF BALDWIN)(

The City Council, City of Fairhope, met in regular session at 5:30 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 11 June 2007.

Present were Council President Robert C. Gentle, Councilmembers: Daniel Stankoski, Cecil Christenberry, and Michael A. Ford; Mayor Timothy M. Kant, City Attorney Marion E. Wynne, and City Clerk Geniece W. Johnson. Councilmember Quinn was absent.

There being a quorum present, Council President Gentle called the meeting to order. The Pledge of Allegiance was recited, and Rev. Mike Megginson, Pastor of Church on the Eastern Shore, gave the invocation. Councilmember Stankoski moved to approve minutes of the 31 May 2007, regular meeting. Seconded by Councilmember Christenberry, motion passed unanimously by voice vote.


Mayor's Comments and Staff Reports:

- Officer Craig Sawyer addressed the City Council to explain that the City has a Reverse 911 system that will be used to notify Citizens quickly of emergencies only. The system will be controlled by the Police Department, but the system will be available to all supervisors.
- Mayor Kant stated that he believes that nobody wants a landfill in their backyard and asked for guidance from the City Council before staff moves forward on the process to have the lands recently purchased to be used as an extended landfill. Public Works Director Jennifer Fidler presented the following PowerPoint Presentation.

11 June 2007

City of Fairhope

City C&D Landfill
Options



Slide 1

Landfill Definitions:

A. Unregulated waste:
* waste which you do not need a permit – limbs, leaves, stumps, concrete (without rebar), old asphalt, bricks, stone

B. C & D Landfills (Regulated):
*Unlined, accept only nonputrescible waste (furniture, lumber, yard debris, rubbish, construction waste, paper, rags, cartons, insulation –not asbestos, rebar, scrap metal, cans, glass, rubber – no tires, plastics – not contaminated, sheet rock, waste building materials).

C. Solid Waste Landfills (Regulated):
* Accept garbage and putrescible waste (food, animal waste, animals, household garbage, etc.)

Slide 2

Fairhope C & D Landfill

- Vegetative debris is about 75% of pickup
- A City Trash Truck can carry up to 20 cubic yards of debris.
- We haul in about 240 cubic yards per day, (12 truck loads per day). That is about or 60 truck loads a week.
- Last year the COF hauled 66,456 cubic yards (or about 3,100 – 20 yard- truckloads) to our city owned landfill.
- Total Yearly Cost \$172,260
- Landfill will be closed in fiscal year of '08

Slide 3

Future Trash Disposal Options

- *Option A:* Extend C&D landfill East and keep separate the vegetative (nonregulated) debris from the normal trash items.
- *Option B:* Haul all regulated waste to McBride landfill and landfill nonregulated material.

Slide 4

Future Trash Disposal Options

	Option A: Extend Landfill separate non-regu lated waste	Option B: Haul regulated to McBride & landfill nonregulated
Costs	\$ 455,000, annually (\$200,000 dir) \$287,000, start up	\$257,200, annually \$87,000, start up
Life	15 yrs *	unlimited
Pros	a. Trucks, equipment, labor and liability not on roadways	a. No "not in my backyard" b. No more ADEM inspections
cons	a. Not in my backyard- neighbors b. Dirt being hauled	a. Must have temporary dumpsites for large trucks
Changes in services	a. No change in service	b. Change of dump location or do not allow residential dumping

Slide 5

Proceed with Landfill or Not?

Slide 6

11 June 2007

Councilmember Ford introduced in writing, and moved for the adoption of the following resolution; a resolution authorizing Mayor Kant to accept the FAA Grant for construction of hangar access taxiways, Phase I at the H. L. "Sonny" Callahan Airport. The grant amount is \$197,226.00 - Project Number 3-01-0029-009-2007. Seconded by Councilmember Christenberry, motion passed unanimously by voice vote.

RESOLUTION NO. 1384-07

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA,
APPROVING AND AUTHORIZING THE MAYOR AND THE CITY TO ENTER INTO A GRANT
AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE BENEFIT OF
FAIRHOPE AIRPORT AUTHORITY AND THE FAIRHOPE AIRPORT

WHEREAS, the United States of America acting through the Federal Aviation Administration has offered to pay a maximum of \$197,226.00 for airport development at the H.L. ["Sonny"] Callahan Airport in Fairhope, being project number 3-01-0029-009-2007; and

WHEREAS, the purpose of this grant is to pay a 95% share of the allowable costs incurred in accomplishing the construction of hangar access taxiways (3 taxiways, at 200± feet by 52 feet each) at the H.L. ["Sonny"] Callahan Airport in Fairhope; and

WHEREAS, this offer of the Federal Aviation Administration is contingent upon acceptance of the grant in accordance with its terms, namely and including, among others, the "Terms and Conditions of Accepting Airport Improvement Program Grants" dated March 29, 2005; and

WHEREAS, the grant application was originally processed with the recipient to be the City of Fairhope, Alabama; and

WHEREAS, during the pendency of the processing of the grant, the City of Fairhope has fully cooperated in the creation of a new entity to own and control the H.L. ["Sonny"] Callahan Airport in Fairhope by the newly-created Fairhope Airport Authority; and

WHEREAS, the transferring of the properties and assets and liabilities concerning the H.L. ["Sonny"] Callahan Airport in Fairhope is still to some extent in progress; and

WHEREAS, the Federal Aviation administration retains the right to approve any such transfer from the City to the Airport Authority of such assets and liabilities of and pertaining to an airport such as H.L. ["Sonny"] Callahan Airport in Fairhope which has received and retained grant money or assets from the Federal Aviation administration; and

WHEREAS, the process of getting approval of the transfer from the Federal Aviation Administration is still ongoing and is not completed; and

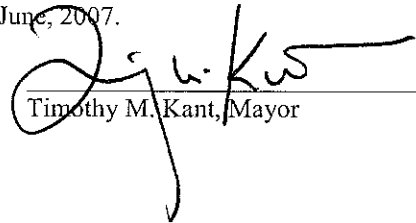
WHEREAS, the deadline date for the receipt of the grant from the Federal Aviation Administration is almost upon us; and

WHEREAS, some intermediate solution to these problems is in the best interests of all concerned;

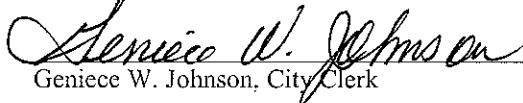
11 June 2007

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City, in a regular meeting of the City Council, that the Mayor be and he is hereby authorized to sign and execute any necessary and appropriate documents so that the City can receive the grant during this interim period, acting for and in behalf of the H.L. ["Sonny"] Callahan Airport in Fairhope and Fairhope Airport Authority, so that pending and during the period when the Federal Aviation Administration approves the transfer of the airport and the grants and liabilities concerning the airport, this grant is not lost unnecessarily but is, instead, accepted in accordance with applicable law and procedures.

Adopted this the 11th day of June, 2007.


 Timothy M. Kant, Mayor

ATTEST:


 Geniece W. Johnson, City Clerk

Councilmember Christenberry introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Kant to execute a Reciprocal Agreement – Exchange Information with the Baldwin County Sales & Use Tax Department. Seconded by Councilmember Stankoski, motion passed by the following votes: AYE-Stankoski, Christenberry, and Gentle. NAY-Ford.

RESOLUTION NO. 1385-07

**RECIPROCAL AGREEMENT BETWEEN BALDWIN COUNTY, ALABAMA
 AND THE CITY OF FAIRHOPE PROVIDING
 FOR THE EXCHANGE OF TAX RETURNS AND INFORMATION**

I. AUTHORITY

This agreement is made between Baldwin County, Alabama and the City of Fairhope and through their duly authorized representatives, pursuant to the Code of Alabama, 1975 § 40-2A-10, as amended.

II. PURPOSE

The parties agree to exchange tax returns and/or information, under the terms and conditions described herein. It is understood and agreed that solely the parties shall employ all information in any form whatsoever exchanged for the purposes of tax administration. It is understood that tax administration purposes are limited to those uses necessary for the assessment, collection, and enforcement, including proceedings in a court of competent jurisdiction, of the respective tax laws of the parties hereto.

11 June 2007

III. DEFINITIONS

Party: Baldwin County, Alabama or the City of Fairhope

Return: Any tax application, tax or information return or report, declaration of estimated tax, claim or petition of refund or credit, or petition for reassessment or protest that is required by, or provided for, or permitted, under the provisions of the tax laws.

Return Information: A taxpayer's identity with physical and mailing addresses, FEIN or Social Security Number, the nature, source or amount of income, gains, losses, formulary apportionments facts, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, deficiencies, over assessments, or tax payments, whether the taxpayer's return was, is being, or will be, examined or subject to other investigation for processing; or any other data received, recorded by, prepared by, furnished to, or collected by the parties with respect to a tax return or with respect to the determination of the existence, or possible existence of liability (or the amount thereof), or by any person under the laws of either party for administration, collection or enforcement of the tax laws of each party's respective governmental unit, including additions to tax, penalty, interest, fine, or other imposition, or offense; "Return Information" does not include, however, data in a form which cannot be associated with, or otherwise identify, directly or indirectly, with a particular taxpayer. For the purposes of sales and use tax, "return information" shall also include whether the taxpayer is authorized to use a direct pay permit and any information related thereto; and the names of the customers and any other relevant information related to specific sales and use tax transactions.

IV. SCOPE OF INFORMATION SUBJECT TO REQUEST

This agreement shall apply to all tax applications, tax returns and/or return information, received or collected by either party.

Neither party will be required to audit a taxpayer at the request of the other party.

Each party agrees not to charge the other for the costs of routine reproduction of returns and information, which is mutually exchanged. The providing party may charge a reasonable fee for furnishing tax returns and/or return information in magnetic tape format or other no routine circumstances. Both parties shall agree upon such costs before such costs are incurred.

11 June 2007

V. CONFIDENTIALITY OF EXCHANGED INFORMATION

Each party agrees that no tax return and/or return information obtained pursuant to this agreement shall be disclosed in any manner other than as is authorized by the laws concerning confidentiality of tax information.

Nothing herein shall be construed so as to prohibit disclosure of any information obtained by virtue of this agreement by either party to the party's proper legal representatives for use in administrative, civil or criminal proceedings concerning tax administration purposes.

VI. PROCEDURE

Tax returns and/or return information may be exchanged upon request or voluntarily transmitted where the providing party believes that such information will be useful to the other party for tax administration purposes.

- A. Requests for information shall be in writing or by verifiable electronic means and must indicate the tax administration reason for the exchange.
- B. Each request shall also specify, to the extent such information is known and available, the following:
 - (1) The name and address of each taxpayer for whom tax returns and/or return information is requested;
 - (2) The taxable period or periods for which information is desired and requested;
 - (3) The taxpayer's social security number and/or federal identification number, if available; and
 - (4) Any other information, which may help, facilitate the exchange.
- C. Each party agrees to furnish the other a list showing the names and official titles of all personnel authorized to request, receive, and/or disclose information under this agreement and to keep the list current by periodic updates.

VII. COMMENCEMENT/TERMINATION OF AGREEMENT

This agreement shall become effective on the day it is executed by both parties and shall be in effect for a period of five (5) years.

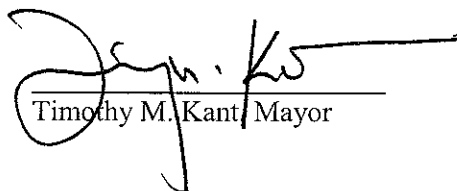
Additions and changes in the provisions of this agreement may be made by mutual written consent of the proper officials of the parties and shall become an attachment to this agreement.

11 June 2007

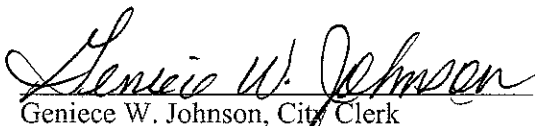
Both parties acknowledge that this agreement is subject to statutory alterations. Both parties agree to promptly inform each other of any proposed changes in their respective tax confidentiality laws. In the event that the laws of either party, which relate to this agreement, are repealed or substantially amended, the other party may suspend or terminate this agreement upon written notice.

Any unauthorized use or disclosure of information obtained by virtue of this agreement shall constitute grounds for either party to terminate this agreement immediately upon the mailing of written notice to the other party. In any event, either party may terminate this agreement upon thirty (30) days written notice to the other party.

Adopted this 11TH day of June 2007.


 Timothy M. Kant Mayor

Attest:


 Geniece W. Johnson, City Clerk

Councilmember Stankoski introduced in writing, and moved for the adoption of the following resolution; a resolution on Greeno Road Pilot Program, TCSP-TC03 (003) – Supplemental Agreement changing the expiration of the Agreement from January 15, 2007 to read June 30, 2010. All other and remaining provisions of the Agreement of Number 17, 2003, shall remain the same. Seconded by Councilmember Christenberry, motion passed unanimously by voice vote.

RESOLUTION NO. 1386-07

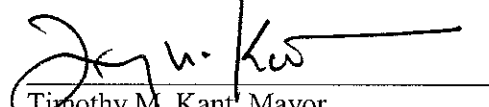
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that:

1. The City enter into a Supplemental Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation relating to the Transportation and Community and System Preservation Pilot Program (TCSP) project titled Greeno Road Pilot Program, TCSP-TC03 (003) to amend the November 17, 2003, Agreement, which is before this Council, to change the stated expiration of the Agreement from January 15, 2007, to read June 30, 2010. All other and remaining provisions of the Agreement of November 17, 2003, shall remain the same.
2. That the Supplemental Agreement be executed in the name of the City, by its Mayor, for and on its behalf;
3. That the Agreement be attested by the City Clerk and seal of the City affixed thereto.

11 June 2007

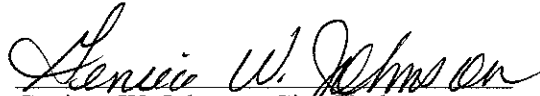
BE IT FURTHER RESOLVED that upon the completion of the execution of this Supplemental Agreement by all parties, that a copy of such agreement be kept on by the City Clerk.

Passed, adopted and approved this 11th day of June, 2007.



Timothy M. Kant, Mayor

ATTESTED:



Geniece W. Johnson, City Clerk

I, the undersigned qualified and acting City Clerk of the City of Fairhope, Alabama, do hereby certify that the above and foregoing is a true copy of a resolution passed and adopted by the City Council of the City named therein, at a regular meeting of such Council held on the 11th day of June, 2007 and that such resolution is on file in the City Clerk's Office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City on this 11th day of June, 2007.

Seal

City Clerk

Date

Councilmember Christenberry introduced in writing, and moved for the adoption of the following resolution; a resolution Adopting Baldwin County Solid Waste Comprehensive Plan. Seconded by Councilmember Stankoski, motion passed unanimously by voice vote.

11 June 2007

RSOLUTION NO. 1387-07

WHEREAS, the Baldwin County Commission, as required by Section 22-27, et.seq., Code of Alabama, 1975 and Alabama Department of Environmental Management (ADEM) Administrative code, Division 13 Land Division – Solid Waste Program, has prepared for submittal a comprehensive solid waste management to ADEM covering the entire Baldwin County jurisdiction; and,

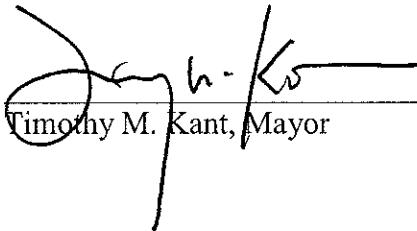
WHEREAS, the Baldwin County Commission adopted the plan during its regular commission meeting on May 18, 2004; and

WHEREAS, the Baldwin County Commission had funded and contracted with Frederick W. Rowell Sr., P.E., CHMM to prepare the comprehensive solid waste management plan, has conducted a public hearing to solicit input, and has consolidated citizen comments and concerns into the development of the final plan; and,

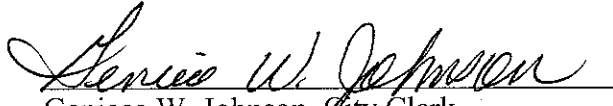
WHEREAS, should the City choose not to participate in this plan, the City is required to submit their own solid waste management plan to ADEM.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that the City of Fairhope chooses to participate in this plan, approves the Comprehensive Solid Waste Management Plan for Baldwin County, Alabama, and that the Mayor Timothy M. Kant is hereby authorized to sign correspondence approving the plan and confirming the City's participation.

APPROVED AND ADOPTED BY THE CITY OF FAIRHOPE THIS 14th DAY OF MAY, 2007.


 Timothy M. Kant, Mayor

Attest:


 Geniece W. Johnson, City Clerk

Councilmember Stankoski moved to grant Change Order Request #1 from E-One Inc. to repair two fire engines (Engine 911 and Engine 921) increasing the cost by \$16,062.80 for each engine. Seconded by Councilmember Ford, motion passed unanimously by voice vote.

11 June 2007

TABULATION & RECOMMENDATION

Identification: "FENCING-BARNWELL COMPLEX"

Bids open on: May 24, 2007
at: 2:00 p.m.*Erection of Fencing to be located at the Barnwell Sports Complex.*

VENDOR:	TOTAL PRICE:	DATE WORK CAN BEGINS:	DATE WORK IS COMPLETED:
BALDWIN COUNTY FENCE CO. Daphne, AL	\$27,515.45	At owner's discretion	2-Weeks from start date
HAGEN FENCE OF BALDWIN COUNTY Robertsdale, AL	\$29,163.50	June 7, 2007	June 28, 2007
MOBILE FENCE CO, INC. Mobile, AL	\$29,730.00	1-Week	2-Weeks
MDS CONSTRUCTION Fairhope, AL	\$30,795.00	Within 10-Days	Within 10-Days
CONSOLIDATED FENCE CO. Daphne, AL	\$35,000.00	Within 14-Days	Within 3-Weeks
MILLS FENCE CO. Atmore, AL	\$37,720.00	June 4, 2007	June 22, 2007

It is recommended to accept the low bid of BALDWIN COUNTY FENCE CO, INC., Daphne, AL with all specifications being met.

Eddie Boyett,
Recreation Dept. Supt.

Wayne Smith,
Purchasing Agent

Councilmember Ford moved to accept the low bid of Baldwin County Fence Co. Inc., Daphne, Alabama for the fencing at Barnwell Complex, provided that all specifications are met. Seconded by Councilmember Christenberry, motion passed unanimously by voice vote.

Councilmember Ford moved to pay bills as presented. Seconded by Councilmember Christenberry, motion passed unanimously by voice vote.

Councilmember Ford moved to add the following item to the printed agenda. Seconded by Councilmember Christenberry, motion passed unanimously by voice vote.

Councilmember Christenberry introduced in writing, and moved for the adoption of the following resolution; a resolution authorizing Mayor Kant to execute an agreement between the City of Fairhope and the State of Alabama Department of Transportation for preliminary engineering for the U.S. intersection improvements at State Highway 104. Seconded by Councilmember Ford, motion passed unanimously by voice vote.

11 June 2007

RESOLUTION NO. 1388-07

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

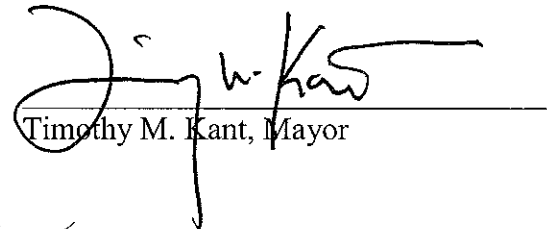
1. That the City enters into an Agreement with the State of Alabama, acting by and through the Alabama Department of Transportation for:

Project ST-002-042-018 (), Preliminary Engineering, Right-of-Way Acquisition and Construction Agreement for SR-42 (US-98) intersection improvements at SR-104 in the City of Fairhope; which Agreement is before this council.

2. That the Agreement be executed by the City Clerk, by the Mayor of the City, for and on its behalf;
3. That the Agreement be attested by the City Clerk and the seal of the City affixed thereto.

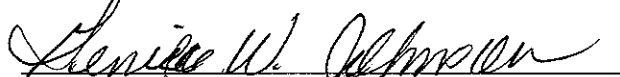
BE IT FURTHER RESOLVED, that upon the completion of the execution of the Agreement by all parties, that a copy of such Agreement be kept on file by the City Clerk.

Passed, adopted and approved this 11th day of June, 2007.



Timothy M. Kant, Mayor

ATTESTED:



Geniece W. Johnson, City Clerk

11 June 2007

Councilmember Christenberry moved to add the following item to the printed agenda. Seconded by Councilmember Ford, motion passed unanimously by voice vote.

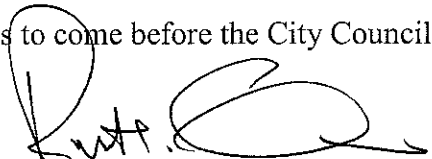
Councilmember Ford moved to authorize the disposition of surplus property that received no bids in the May 31, 2007 Surplus Property. Seconded by Councilmember Christenberry, motion passed unanimously by voice vote.

Councilmember Ford moved to add the following item to the printed agenda. Seconded by Councilmember Stankoski, motion passed unanimously by voice vote.

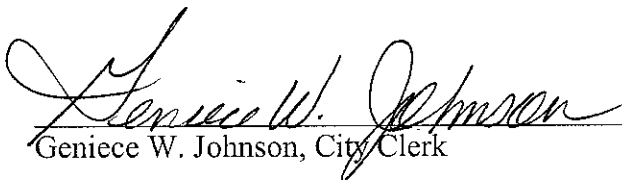
Ms. Fidler addressed the City Council expressing she was contacted by the EPA regarding the survey at the beach. The EPA is concerned that they are not getting the requests from the beachgoers that they had prior to charging at the beach gates. The EPA believes that the fee the city collects on a daily basis is deterring many beachgoers from the Fairhope beach. The EPA requested that the city lower its fee at the beach to half the amount from \$8.00 per vehicle to \$4.00 per vehicle. Walk-ins will remain the same at \$3.00 per person until the survey is complete. The City will be paid \$1,000, One thousand dollars, per day for the city's loss in revenues during this time period of the survey. The survey is conducted on Saturdays and Sundays only. Councilmember Christenberry moved to grant the EPA's request. Seconded by Councilmember Stankoski, motion passed unanimously by voice vote.

Gary Glover with the Historical Homes Tour announced that the annual homes tour brought in \$7,856.00 this year, this is the best year ever stated Mr. Glover.

There being no further business to come before the City Council the meeting was duly adjourned at 6:37 p.m.



Robert C. Gentle, Council President



Geniece W. Johnson, City Clerk