



**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, 25 SEPTEMBER 2017 – 3:30 P.M. – COUNCIL CHAMBER**

1. Fairhope Docks Rules and Regulations; and License and Lease Agreements for Dockage Space
2. Budget Discussion
3. Committee Updates
4. Department Head Updates

**Next Regular Meeting Monday, October 9, 2017 at 4:30 p.m. and Same Place**

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 25 SEPTEMBER 2017 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 11 September 2017 Regular City Council Meeting, minutes of 11 September 2017 Work Session, minutes of 11 September 2017 Agenda Meeting, and minutes of the 14 September 2017 Special-Called City Council Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Public Hearing** - Ordinance - Amend Zoning Ordinance No. 1253.  
Request to rezone the property of Kelley Lyons from R-A Residential/Agriculture to R-2 Medium Density Single Family Residential District. This property is generally located at 10143 Windmill Road, Fairhope, Alabama. Tax PPIN No. 14463.
6. **Public Hearing** - Ordinance - Amend Zoning Ordinance No. 1253.  
Request to rezone the property of William H. Wright from R-1 Low Density Single Family Residential District to B-1 Local Shopping District. This property is generally located at 861 Edwards Avenue, Fairhope, Alabama. Tax PPIN No. 47397.
7. Ordinance – An Ordinance to declare that certain real property (one acre of land subject to the approval of the Tatumville Project) of the City of Fairhope is not needed for public or municipal purposes in response to Fairhope Single Tax Corporation requesting the acre for the Tatumville Subdivision for retention pond.
8. Ordinance – An Ordinance amending Ordinance No. 1398 known as the Fairhope Erosion and Sediment Control Ordinance to amend and add to Article VII. Erosion and Sediment Control; specifically, Sections 7-154, 7-155, 7-156, 7-158, 7-159, and 7-164.
9. Resolution – Extending the Budget for the fiscal year through November 15, 2017 to allow invoices and expenditures to continue as needed.
10. 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 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.
11. Resolution - That the City Council Mayor Karin Wilson to temporarily fill the position of Purchasing Manager and allow the temporary employee to work up to 40 hours each week which does not include benefits as long as the employee does not work over the 90 days specified in Resolution No. 2852-17.

12. Resolution – That the City Council hereby approves and establishes the Rules and Regulations for the “Fairhope Docks”; and the License and Lease Agreements: one for Commercial Fishing Vessels and one for other Vessels for Dockage Space for the Fairhope Docks.
13. Resolution – That the City gratefully accepts the Deed from L A Development, LLC to the City of Fairhope, Alabama, dedicating a 10’ strip, 660’ in length, adjoining Manley Road for sidewalk placement; and sidewalk to be installed by the developer: L A Development, LLC.; and authorizes the Mayor to sign any documents necessary to complete the transfer.
14. Resolution – That the City of Fairhope approves the procurement of Flower Plantings for the fiscal year 2018 for the Public Works Department for landscaping throughout the City. The Flower Plantings will be procured from Billy Harris & Associates, C. J. Ruigrok & Sons, and Shore Acres Plant Farm with a total amount not to exceed of \$183,526.01 inclusive of a contingency for unforeseen events.
15. Resolution – That the City of Fairhope approves the procurement of 96-gallon Toter garbage carts for the fiscal year 2018 for the Public Works Department which will be procured in three separate orders of 130 units per truck load at \$7,406.10 (\$50.40 each plus freight) with a total annual cost not to exceed \$23,000.00. The procurement will be through the National IPA Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NIPA’s bid process, and will not impact our bid limit for like items.
16. Resolution – That the City of Fairhope has voted to purchase Wi-Fi for Volanta Park, Pier & Downtown areas for the IT Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 081716); 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 \$29,861.00.
17. Resolution – That City Council approves Engineering Design Technologies, Inc. for an increase to the engineering fee, and authorizes Mayor Karin Wilson to execute Amendment No. 1 to the Contract; and to approve Engineering Design Technologies, Inc. to let the bid for approved work for RFQ No. PS018-17, Professional Engineering Services for Repairs to Quail Creek Clubhouse.
18. Resolution – Appointment of City Treasurer
19. Application for a Special Events License by William Boyd Little for Oak Hollow Farm, Inc., for the 2017 Oak Hollow Farm Angel Ride Concert on 14210 Greeno Road, Fairhope, Alabama on October 28, 2017.
20. Application for a Beer/Wine Off-Premises License by Nishit Patel for Fairhope Marathon Corporation, d/b/a Fairhope Marathon, located at 8961 Fairhope Ave, Fairhope, Alabama.
21. Public Participation – (3 minutes maximum)
22. Adjourn

**City Council Work Session - 3:30 p.m.  
on Monday, September 25, 2017 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, September 25, 2017 – Council Chamber**

**Next Regular Meeting – Monday, October 9, 2017 - Same Time and Place**

STATE OF ALABAMA            )(  
  :  
COUNTY OF BALDWIN        )(

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 11 September 2017.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Dr. Ed Glaize, Senior Pastor of Fairhope United Methodist Church, and the Pledge of Allegiance was recited.

Council President Burrell announced that Agenda Item Number 35 was being pulled since Building Official Erik Cortinas presented during the Work Session; a new resolution for Agenda Item Number 25 has been handed out which may require more discussion; and an add on item to appoint members to the Financial Advisory Committee.

Councilmember Conyers moved to approve minutes of the 28 August 2017, regular meeting; minutes of the 28 August 2017, work session; and minutes of the 28 August 2017, agenda meeting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding Hurricane Irma and asked for the County and Local authorities to welcome the evacuees; and to pray for everyone. Mayor Wilson also mentioned the Fly Creek Apartment development and stated the moratorium was not put in place for this developer; and the site plan was in compliance and approved by the Planning Commission. She brought up Agenda Items Number 6 and Number 10 regarding insurance and the stop loss policy. Mayor Wilson told Lynn Maser she appreciates her and her projects; and she announced that Richard Johnson will be coming from the City of Daphne to be the City's Public Works Director.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Francis Paul Ripp, 22985 High Ridge Road, addressed the City Council regarding the insurance; and that the Mayor's consideration for insurance was not heard. Council President Burrell commented we requested RFQs and went with the best.

25 September 2017

- 2) Tony Pritchett, 9 Viale Trentino, addressed the City Council regarding Agenda Item Number 9; a resolution that the City of Fairhope hereby authorizes to take over and operate the marina to be called "Fairhope Docks" on October 15, 2017; and will ask for Request for Proposals for the boatyard. He commended Lynn Maser on all her work; and said the state of the marina is deplorable. Mr. Pritchett said he strongly recommends the City to take it over and manage it.
- 3) Wayne Bunch, 861 Sea Cliff Drive, addressed the City Council regarding Agenda Item Number 9; a resolution that the City of Fairhope hereby authorizes to take over and operate the marina to be called "Fairhope Docks" on October 15, 2017; and will ask for Request for Proposals for the boatyard. He brought up a meeting held at 17 Turtles and Sea Cliff residents not being invited; and said he gave Lynn Maser all contact information. He said there is still a break down in communications. Mayor Wilson commented before a plan or anything done would meet with residents. Ms. Maser said she had a limited list and agreed to pass along; and e-mailed them this morning with what was on the agenda.

Councilmember Robinson spoke about the sewer capacity and overflow. He said this will be a team effort to address. He said we agreed to a study back in December; and received the results on August 28, 2017. Councilmember Robinson said recommendations were given of what the City could do long-term. He said for short-term, Fly Creek residents should get a message as soon as possible when an overflow is found. He said we could put possible physical barriers around each lift station or a possible berm at each station. He assured everyone the City is looking into it and addressing it.

Councilmember Conyers brought up the Eastern Shore Repertory Theatre presentation of "Circus of Dreams" on September 30, 2017; and FEEF's Fantasy of Arts being held on October 7, 2017. Councilmember Conyers mentioned he attended the 9/11 Memorial Service at the Police Station and the Police Department and Fire Department did a great job. He also mentioned Hurricane Harvey and Hurricane Irma and to keep everyone in our thoughts and prayers.

Councilmember Brown brought up the sewer issues and said we need to be focused more on these issues. He mentioned the effects of lining the pipes and focus on more important issues.

Councilmember Boone brought up the rain event overflows and said we need to smoke test again on a regular basis. He mentioned the amphitheater concert being great.

Council President Burrell announce the Fairhope High School Football Team has won two football games this year against Foley and Mary Montgomery.

25 September 2017

City Treasurer Deborah Smith addressed the City Council and said we have a self-insured health plan and administered by Blue Cross Blue Shield. She said the stop loss policy kicks in after \$80,000.00; and our numbers for the two options are comparable to Baldwin County Commission employees. Council President Burrell stated there are two options for new employees; and this does not affect current employees. He thanked all for their help and thanked City Treasurer Smith. Mayor Wilson commented she wished she would have been brought to the table. She said Cobbs Allen's prescription plan was better and Regions does not have Compensation Plan in their plan. Councilmember Conyers said these two options will help to defray costs; and will not affect current employees.

Councilmember Boone introduced in writing Ordinance No. 1600, an ordinance to amend Ordinance No. 1510 known as the Personnel Rules, Policies, and Procedures; Section 6.01 Health Insurance Benefits; specifically, all employees hired on or after October 1, 2017 may choose from two options. In order to take immediate action, Councilmember Boone moved for immediate consideration. Seconded by Councilmember Conyers, motion for immediate consideration passed unanimously by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None. Councilmember Brown then moved for final adoption of Ordinance No. 1600. Seconded by Councilmember Conyers, motion for final adoption passed by the following voice votes: AYE – Burrell, Robinson, Conyers, Brown, and Boone. NAY - None.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves the FY 2018 renewal of the contract with Blue Cross Blue Shield of Alabama to be the third-party administrator of the City's self-insured health insurance health plan and to approve changes to the health plan; and that Mayor Karin Wilson is hereby authorized to execute the FY 2018 renewal of the contract with Blue Cross Blue Shield of Alabama to be the third-party administrator of the City's self-insured health insurance health plan; and in the event the Mayor refuses the Council President is authorized to execute. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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25 September 2017

**RESOLUTION NO. 2853-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council hereby approves the FY 2018 renewal of the contract with Blue Cross Blue Shield of Alabama to be the third-party administrator of the City's self-insured health insurance health plan and to approve changes to the health plan.

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that Mayor Karin Wilson is hereby authorized to execute the FY 2018 renewal of the contract with Blue Cross Blue Shield of Alabama to be the third-party administrator of the City's self-insured health insurance health plan; and in the event the Mayor refuses the Council President is authorized to execute.

DULY ADPOTED ON THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Jack Burrell, City Council President

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 Council hereby approves the Fairhope Police Department's application for funding for the 2017 Firehouse Subs Public Safety Foundation Digital Grant for two electronic message boards to assist with traffic during events, road work, evacuations or other emergencies. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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25 September 2017

**RESOLUTION NO. 2854-17**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE**, that the City Council hereby approves the Fairhope Police Department's application for funding for the 2017 Firehouse Subs Public Safety Foundation Digital Grant for two electronic message boards to assist with traffic during events, road work, evacuations or other emergencies.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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

Attest:

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

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves the Fairhope Police Department's application for funding for the 2017 Walmart Foundation Community Grant for digital cameras for patrol or a metal detector for investigations (TBD). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2855-17**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE**, that the City Council hereby approves the Fairhope Police Department's application for funding for the 2017 Walmart Foundation Community Grant for digital cameras for patrol or a metal detector for investigations (TBD).

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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

Attest:

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

25 September 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes to take over and operate the marina to be called “Fairhope Docks” on October 15, 2017; and will ask for Requests for Proposals for the boatyard. The motion was seconded by Councilmember Robinson. Lynn Maser addressed the City Council and stated Fairhope Docks is a historic name. She commented we want to run the marina to be owned and operated by the City; and keep as the water gateway to the City. Councilmember Conyers thanked Ms. Maser and requested for Sea Cliff residents to be involved. Council President Burrell commented when the subject came up by Bob Riggs to only allow to lease for a few years; and we need to keep all options on the table. He said that Ms. Maser did a very outstanding job and convinced him to take over the marina and then convinced Councilmember Boone. We need to make improvements like repairs, better water, better electric facility, etc. He mentioned another item on the agenda for a marina manager. Councilmember Boone commented that most of the Harbor Board did not want to take over the marina. Council President Burrell said we will look toward the Harbor Board for input and recommendations.

Council President Burrell asked City Clerk Lisa Hanks if we had a motion and a second. City Clerk Hanks responded yes. After further discussion, motion passed by the following voice votes: AYES – Burrell, Robinson, Conyers, and Boone. NAY - Brown.

**RESOLUTION NO. 2856-17**

**WHEREAS**, on October 14, 2017, the two leases between the City of Fairhope and Eastern Shore Marine, Inc. (marina lease and boatyard lease) will terminate; and

**WHEREAS**, after several months of deliberation, the City Council desires to take over and operate the marina to be called “Fairhope Docks” on October 15, 2017; and will ask for Requests for Proposals (“RFPs”) for the boatyard.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that the City Council hereby authorizes to take over and operate the marina to be called “Fairhope Docks” on October 15, 2017; and will ask for Requests for Proposals for the boatyard.

Adopted on this 11th day of September, 2017

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

Attest:

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

25 September 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes the City Council President to sign Resolution No. 2850-17 and the approved contract for the City's FY 2018 stop loss and insurance broker contracts. The motion was seconded by Councilmember Robinson. Council President Burrell said the City had presentations and decided to go with RFQs; one response came in late. He said Regions can drive down medical costs and we selected the lowest quote. Mayor Wilson said the process is to select a broker. She commented presentations were held in July and Cobbs Allen was the best: save money and services to help HR. Councilmember Brown commented that Regions has saved the City money over the years. Council President Burrell said we did this three years ago and Regions still had one more year. Councilmember Conyers stated we bid out and Regions was the lowest; and Cobbs Allen had one more bid that came in 23 hours late. After further discussion, motion passed unanimously by voice vote.

**RESOLUTION NO. 2857-17**

**WHEREAS**, on August 28, 2017 the City Council adopted Resolution No. 2850-17 awarding the RFQ to for the City's FY 2018 stop loss and insurance broker contracts; and

**WHEREAS**, the Mayor refused to sign the resolution and approved contract; and

**WHEREAS**, the City Council is desirous to authorize the City Council President to execute the resolution and approved contract.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby authorizes the City Council President to sign Resolution No. 2850-17 and the approved contract for the City's FY 2018 stop loss and insurance broker contracts.

DULY ADPOTED ON THIS 11TH DAY OF SEPTEMBER, 2017

\_\_\_\_\_  
Jack Burrell, City Council President

Attest:

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

25 September 2017

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that Resolution No. 2831-17 is hereby rescinded; relating to the MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17); and that the City Council approves the selection of Christian Preus Landscape Architecture, LLC to perform Professional Architectural Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2858-17**

**WHEREAS**, on the 14th day of August, 2017, the City of Fairhope adopted Resolution No. 2831-17; a resolution to approve the selection of Mott MacDonald, LLC to perform Professional Engineering Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17); and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm; and

**WHEREAS**, prior to negotiation of a fee schedule, and establishing a not-to-exceed limit with this firm, it was determined that it to be in the best interest of the City to rescind Resolution No. 2831-17.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Resolution No. 2831-17 is hereby rescinded; relating to the MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17).

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Christian Preus Landscape Architecture, LLC to perform Professional Architectural Services for MPO Downtown Traffic, Pedestrian Safety and Wayfinding Signage and Parking Study (RFQ No. PS039-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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

Attest:

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

25 September 2017

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that that the City of Fairhope approves the assignment from EnviroChem, Inc. to Pace Analytical Services, LLC; and authorizes Mayor Karin Wilson to execute the assignment since EnviroChem, Inc. joined operations with Pace Analytical Services, LLC, of Mobile, AL, on August 11, 2017; and as part of the terms and conditions of the contract, EnviroChem, Inc. is requesting the City to approve the assignment. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2859-17**

**WHEREAS**, the City of Fairhope entered into a contract on April 5, 2013 and on January 9, 2017 amended the contract to continue with EnviroChem, Inc. for Professional Test Services for Mandatory EPA and ADEM Water Testing (RFQ PS009-13); and

**WHEREAS**, EnviroChem, Inc. joined operations with Pace Analytical Services, LLC, of Mobile, AL, on August 11, 2017; and as part of the terms and conditions of the contract, EnviroChem, Inc. is requesting the City to approve the assignment for Professional Test Services for Mandatory EPA and ADEM Water Testing between the City of Fairhope and Pace Analytical Services, LLC.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope approves the assignment from EnviroChem, Inc. to Pace Analytical Services, LLC; and authorizes Mayor Karin Wilson to execute the assignment.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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

Attest:

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

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that City Council approves Goodwyn, Mills & Cawood, Inc. for an increase to the architectural/engineering fee, and authorizes Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure; and to execute Amendment No. 1 – Phase 2 to the Contract; and to approve Goodwyn, Mills & Cawood to let the bid for approved work for RFQ No. PS016-17, Professional Architectural Services for Project No. PW007-17, Repairs to Library Structure 2017. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

25 September 2017

**RESOLUTION NO. 2860-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that City Council approves Goodwyn, Mills & Cawood, Inc. for an increase to the architectural/engineering fee, and authorizes Mayor Karin Wilson to negotiate a fee schedule and a not-to-exceed figure; and to execute Amendment No. 1 – Phase 2 to the Contract; and to approve Goodwyn, Mills & Cawood to let the bid for approved work for RFQ No. PS016-17, Professional Architectural Services for Project No. PW007-17, Repairs to Library Structure 2017.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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

Attest:

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

Councilmember Robinson 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 Professional Engineering Services for Rock Creek Stabilization for the Public Works Department (RFQ No. PS031-17) with a not-to-exceed amount of \$49,550.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 2861-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract with Volkert, Inc. to perform Professional Engineering Services for Rock Creek Stabilization for the Public Works Department (RFQ No. PS031-17) with a not-to-exceed amount of \$49,550.00.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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

Attest:

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

25 September 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to approve Amendment No. 2 to the Contract for Professional Engineering Services, for RFQ No. PS001-17 (Project No. PW001-17) for Fly Creek Marina Seawall Improvements 2017, with FMS Engineering Services, Inc., at a cost of the amendment not to exceed \$4,000.00; and a total contract not to exceed \$13,000. The motion was seconded by Councilmember Brown. Operations Director Richard Peterson explained the erosion near the fuel pumps; and project to east decking work and shoring up fuel pump area. He stated that City Treasurer Deborah Smith pointed out that the totals did not add up; and that this would be more like \$12,000.00 and not \$10,000.00. After further discussion, motion passed unanimously by voice vote.

**RESOLUTION NO. 2862-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to approve Amendment No. 2 to the Contract for Professional Engineering Services, for RFQ No. PS001-17 (Project No. PW001-17) for Fly Creek Marina Seawall Improvements 2017, with FMS Engineering Services, Inc., at a cost of the amendment not to exceed \$4,000.00; and a total contract not to exceed \$13,000.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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

Attest:

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

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains, Project SEW002-16 in the amount of (\$39,784.79); award of the Change Order to Smith Industrial Service, Inc. administered by Volkert, Inc. Seconded by Councilmember Boone, motion passed unanimously by voice vote.



25 September 2017

**RESOLUTION NO. 2863-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains, Project SEW002-16 in the amount of (\$39,784.79); award of the Change Order to Smith Industrial Service, Inc. administered by Volkert, Inc.

Adopted on this 11th day of SEPTEMBER, 2017

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

Attest:

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

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains in the amount of \$27,819.60 award of the Change Order to Suncoast Infrastructure, Inc. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2864-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains in the amount of \$27,819.60 award of the Change Order to Suncoast Infrastructure, Inc.

Adopted on this 11th day of SEPTEMBER, 2017

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

Attest:

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

25 September 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains with Smith Industrial Service, Inc. for an additional one year, as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with a not to exceed amount of \$81,550.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 2865-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 026-16, Cleaning and Inspection of Sanitary Sewer Mains with Smith Industrial Service, Inc. for an additional one year, as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with a not to exceed amount of \$81,550.00.

Adopted on this 11th day of SEPTEMBER, 2017

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

Attest:

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with a not to exceed amount of \$341,350.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

25 September 2017

**RESOLUTION NO. 2866-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 027-17, Cured-In-Place Pipe (CIPP) for Sanitary Sewer Mains for an additional one year as per the terms and conditions of the original contract. The annual bid for unit prices as listed on attached schedule with a not to exceed amount of \$341,350.00.

Adopted on this 11th day of SEPTEMBER, 2017

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

Attest:

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

Councilmember Robinson 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 for Extension No. 1 of Bid No. 034-16, Turf Grass Sod for Public Works with The Chapman Company, LLC d/b/a Craft Turf Farms, Foley, AL for one additional year beginning with the expiration of the original contract, and will end October 14, 2018, as per the terms and conditions of the original contract, the contract unit prices awarded (see attached schedule) with a not to exceed amount of \$25,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2867-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 034-16, Turf Grass Sod for Public Works with The Chapman Company, LLC d/b/a Craft Turf Farms, Foley, AL for one additional year beginning with the expiration of the original contract, and will end October 14, 2018, as per the terms and conditions of the original contract, the contract unit prices awarded (see attached schedule) with a not to exceed amount of \$25,000.00.

Adopted on this 11th day of SEPTEMBER, 2017

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

Attest:

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

25 September 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 032-16, Jail Inmate Meals 2016, Re-Bid for American Wholesale Grocery, Inc. d/b/a American Foods for one additional year beginning with the expiration of the original contract, and will end October 1, 2018, as per the terms and conditions of the original contract, the contract unit bit prices, varies per item (see attached list) for an estimated amount of approximately \$45,865.88. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 2868-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 032-16, Jail Inmate Meals 2016, Re-Bid for American Wholesale Grocery, Inc. d/b/a American Foods for one additional year beginning with the expiration of the original contract, and will end October 1, 2018, as per the terms and conditions of the original contract, the contract unit bit prices, varies per item (see attached list) for an estimated amount of approximately \$45,865.88.

Adopted on this 11th day of SEPTEMBER, 2017

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

Attest:

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

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 033-16, Perennial Ryegrass 3-way blend rye grass seed for Sports Fields from SiteOne Landscape Supple, LLC for one additional year beginning with the expiration of the original contract, and will end October 17, 2018, as per the terms and conditions of the original contract, with a cost of \$57.00 per 50 lb. bag, and a not to exceed amount of \$25,000.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

25 September 2017

**RESOLUTION NO. 2869-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 033-16, Perennial Ryegrass 3-way blend rye grass seed for Sports Fields from SiteOne Landscape Supple, LLC for one additional year beginning with the expiration of the original contract, and will end October 17, 2018, as per the terms and conditions of the original contract, with a cost of \$57.00 per 50 lb. bag, and a not to exceed amount of \$25,000.00.

Adopted on this 11th day of SEPTEMBER, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Food for Quail Creek Golf Course Clubhouse to American Wholesale Grocery, Inc., with the total bid proposal estimated at an annual cost of \$35,000.00 to be offset by Quail Creek food sales (Bid Number 020-17). The motion was seconded by Councilmember Brown. City Treasurer Smith explained the bid results and stated the produce would be bought locally; and commented Gold Director Bobby Hall told Purchasing Manager Dan Ames to not extend the bid. Council President Burrell questioned if this was less than the extension would be. Lynn Maser said the delivery was an issue with not having an air-conditioned truck. Councilmember Robinson said he wants the Council to know the contract options before its rebid and/or extended. Council President Burrell stated if it costs more and small local grocer is an issue for him if not extending. After further discussion, motion passed unanimously by voice vote.

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25 September 2017

**RESOLUTION NO. 2870-17**

**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 Food for Quail Creek Golf Course Clubhouse (Bid Number 020-17) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Food for Quail Creek Golf Course

[3] After evaluating the bid proposals with the required bid specifications, American Wholesale Grocery, Inc., with the total bid proposal estimated at an annual cost of \$35,000.00 to be offset by Quail Creek food sales, is now awarded the bid for Food for Quail Creek Golf Course Clubhouse.

Adopted on this 11th day of SEPTEMBER, 2017

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

Attest:

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

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\*

25 September 2017

City of Fairhope  
 BID TABULATION AND RECOMMENDATION  
 Bid No 028-17 Food for Quail Creek Golf Course  
 Date of Bid Opening: August 31, 2017 8:00

AMERICAN WHOLESALE GROCERY INC, DBA AMERICAN FOODS							AMERICAN WHOLESALE GROCERY INC, DBA AMERICAN FOODS						
VENDOR DELIVERED							CITY TO PICK UP						
	Unit description	Unit (oz., lb, size, etc.) Bidder insert amount	CASE Quantity (# of packs per case)	Cost per each		Cost Per package		Unit description	Unit (oz., lb, size, etc.) Bidder insert amount	CASE Quantity (# of packs per case)	Cost per each		Cost
<b>BREADS</b>							<b>BREADS</b>						
Whole Wheat	loaf	24 oz	10	\$ 0.126	lot	\$3.06	lot	Whole Wheat	loaf	oz		lot	lot
White	loaf	24 oz	10	\$ 0.125	lot	\$3.00	lot	White	loaf	oz		lot	lot
Hamburger Buns (4.5 inch)	bag	12 pkg	8	\$ 0.919	lot	\$3.80	bag	Hamburger Buns (4.5 inch)	bag	oz		lot	bag
Hot Dog Buns (standard size)	bag	12 each	8	\$ 0.294	lot	\$3.53	bag	Hot Dog Buns (standard size)	bag	oz		lot	bag
<b>MEATS &amp; DAIRY (cont)</b>							<b>MEATS &amp; DAIRY (cont)</b>						
Hamburger Patties (4 oz)	pkg	4 oz	80	\$ 0.226	lot	\$72.36	lot	Hamburger Patties (4 oz)	pkg	oz		lot	lot
Beef Hot Dogs	link	2 oz	80	\$ 0.477	lot	\$38.23	lot	Beef Hot Dogs	link	oz		lot	lot
Sliced Deli Ham (bulk sliced)	bag	2 lb	6	\$ 5.060	lot		lb	Sliced Deli Ham (bulk sliced)	bag	oz		lot	lb
Sliced Deli Turkey (bulk sliced)	bag	2 lb	6	\$ 6.330	lot		lb	Sliced Deli Turkey (bulk sliced)	bag	oz		lot	lb
Albacore Tuna (4lb 2.5 oz can)	can	66.5 oz	6	\$ 0.259	lot	\$163.14	lot	Albacore Tuna (4lb 2.5 oz can)	can	oz		lot	lot
Conchard Sausage (16 lb)	package	6 lb	2 pk	\$ 3.390	lot	\$ 40.71	lot	Conchard Sausage (16 lb)	package	lb	pk	lot	lot
Thin Sliced Bacon (15 lb)	package	15 lb	1 pk	\$ 4.950	lot	\$ 74.76	lot	Thin Sliced Bacon (15 lb)	package	lb	pk	lot	lot
Diced, Cooked Chicken Breast (bulk)	bag	10 lb	1	\$ 4.370	lot	\$ 43.70	bag	Diced, Cooked Chicken Breast (bulk)	bag	lb		lot	bag
Pulled Pork	bag	10 lb	1	\$ 5.530	lot	\$ 55.30	bag	Pulled Pork	bag	lb		lot	bag
Shredded Cheddar Cheese	bag	5 lb	1	\$ 2.380	lot	\$ 11.90	bag	Shredded Cheddar Cheese	bag	lb		lot	bag
Sliced American Cheese	bag	5 lb	1	\$ 2.010	lot	\$ 10.05	bag	Sliced American Cheese	bag	lb		lot	bag
Large Eggs	case	1 doz	15	\$ 1.330	lot	\$ 19.95	lot	Large Eggs	case	doz		lot	lot
Butter (Individual Servings)	case	5 g	720	\$ 0.050	lot	\$ 36.22	lot	Butter (Individual Servings)	case	g		lot	lot
Half and Half	carton	0.7 qt	12	\$ 2.130	lot	\$ 25.56	lot	Half and Half	carton	qt		lot	lot
Spreadable Margarine Tub	lb	20 8 oz	1	\$ 0.009	lot	\$ 0.18	lot	Spreadable Margarine Tub	lb	oz		lot	lot
Onion Cut 1/2" French Fries	bag	5 lb	6	\$ 0.730	lot	\$ 4.38	lot	Onion Cut 1/2" French Fries	bag	lb		lot	lot
<b>DRYPANTRY ITEMS</b>							<b>DRYPANTRY ITEMS</b>						
Heinz (20 oz) ketchup	bottle	20 oz	30	\$ 0.117	lot	\$ 3.54	lot	Heinz (20 oz) ketchup	bottle	oz		lot	lot
French's (12 oz) mustard	bottle/jar	12 oz	12	\$ 0.146	lot	\$ 1.75	lot	French's (12 oz) mustard	bottle/jar	oz		lot	lot
Mustard	gal container	gal	1	\$ 3.530	lot	\$ 3.53	lot	Mustard	gal container	gal		lot	lot
Ketchup	gal container	#10 gal	1	\$ 6.350	lot	\$ 6.35	lot	Ketchup	gal container	gal		lot	lot
Mayonnaise	gal container	gal	1	\$ 6.760	lot	\$ 6.76	lot	Mayonnaise	gal container	gal		lot	lot
Golden's (12 oz) mustard	bottle/jar	gal/lot	1	\$ 0.080	lot	\$ 9.30	lot	Golden's (12 oz) mustard	bottle/jar	oz		lot	lot
Sweet Relish	gal container	gal	1	\$ 6.940	lot	\$ 6.94	lot	Sweet Relish	gal container	gal		lot	lot
Sauerkraut	2 gal container	gal	1	\$ 18.670	lot	\$ 18.67	lot	Sauerkraut	2 gal container	gal		lot	lot
Japanese's (pickled)	gal container	gal	1	\$ 7.940	lot	\$ 7.94	lot	Japanese's (pickled)	gal container	gal		lot	lot
Hamburger dill pickle slices	gal container	gal	1	\$ 6.250	lot	\$ 6.25	lot	Hamburger dill pickle slices	gal container	gal		lot	lot
Sugar (25 lb)	25 lb bag	lb	25	\$ 0.823	lot	\$ 20.58	lot	Sugar (25 lb)	25 lb bag	lb		lot	lot
Fry oil	5 gal container	5 gal	1	\$ 4.530	lot	\$ 23.16	lot	Fry oil	5 gal container	gal		lot	lot
Instant Grfs (individual)	box	1 oz	144	\$ 0.269	lot	\$ 38.82	lot	Instant Grfs (individual)	box	oz		lot	lot
Strawberry Jelly (16 oz)	case	.05 oz	200	\$ 0.158	lot	\$ 15.82	lot	Strawberry Jelly (16 oz)	case	oz		lot	lot
Zing Zang Drink Mix (32 oz)	bottle	32 oz	12	\$ 0.147	lot	\$ 4.71	lot	Zing Zang Drink Mix (32 oz)	bottle	oz		lot	lot

Council President Burrell read Agenda Item Number 24; and the department on the resolution was questioned and comments were made that the department did not exist. Council President Burrell asked if a Councilmember would like to amend the resolution deleting the words "Economic and."

Councilmember Brown moved to amend the resolution to delete the words "Economic and" from the resolution to award Printing of Calendar 2017. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

25 September 2017

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution as amended, a resolution to Award Re-Bid for Printing of Calendar 2017 for the Economic and Community Development Department to Calagaz Photo Supply d/b/a Calagaz Printing, with the bid amounts on the attached Bid Tabulation and Recommendation: (not to exceed Unit Cost \$0.186, not to exceed 5,000 copies for each, 6 issues per year); (Bid Number 027-17). Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 2871-17**

**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 Printing of Calendar 2017 for the Community Affairs Department (Bid Number 027-17), Re-Bid at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Printing of Calendar 2017 for the  
Community Affairs Department

[3] After evaluating the re-bid proposals with the required bid specifications, Calagaz Photo Supply d/b/a Calagaz Printing, with the bid amounts on the attached Bid Tabulation and Recommendation: (not to exceed Unit Cost \$0.186, not to exceed 5,000 copies for each, 6 issues per year) is now awarded the bid for Printing of Calendar 2017 for the Community Affairs Department.

Adopted on this 11th day of SEPTEMBER, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk



25 September 2017

City of Fairhope  
 BID TABULATION AND RECOMMENDATION  
 BID POSTED: August 23, 2017  
 BID NO: 027-17  
 BID NAME: Printing to Calendar 2017 RE-BID  
 BID OPENED: August 31, 2017 at 9:00 A.M. Thursday  
 Note: Bid Bond 5% (not required on less than \$10,000)

VENDOR	Bid Proposal Executed / Signed / Notarized	number of copies	Bid Price Per Copy (non-recycled paper)	Bid Price PER Copy for Recycled paper	Folded/printed price per copy (non-recycled paper)	Folded/printed price per copy (recycled paper)
Bay Graphics, Inc. dba Nail Printing	YES	2001 to 3000	0.39	0.41	0.42	0.44
		3001 to 4000	0.38	0.395	0.39	0.425
		4001 to 5000	0.33	0.36	0.36	0.41
Interstate Inc.	YES	2001 to 3000	0.316	0.440	0.326	0.336
		3001 to 4000	0.282	0.374	0.269	0.276
		4001 to 5000	0.234	0.340	0.240	0.248
Calagaz Photo Supply, Inc. dba Calagaz Printing	YES	2001 to 3000	0.235	0.240	0.256	0.260
		3001 to 4000	0.202	0.210	0.210	0.220
		4001 to 5000	0.172	0.183	0.182	0.188
Integra Business Forms & Designs	No Bid					
POSTMARK INK	No Response					
COTTEN PRINTING	No Response					
INDEPENDENT GRAPHIC SERVICE	No Response					
DATA SUPPLIES, INC.	No Response					
MUNICODE ADVANTAGE-WCCA	No Response					
GULF COAST OFFICE PRODUCTS (GCOP)	No Response					
FSI Group (FORMS SYSTEMS, INC)	No Response					
NPC, Inc	No Response					
Griffice Printing Co	No Response					
Copy Products Company	No Response					
Howell Printing	No Response					
Artcraft Press Inc	No Response					
Owin's Commercial Printing & Engraving	No Response					
Part City Printing	No Response					
Office Max Store #1682	No Response					
The UPS Store #2350	No Response					
The UPS Store #1818	No Response					

Print-N-Press	No Response					
Farm Solutions Inc	No Response					
Quality Business Systems	No Response					
PostNet	No Response					
Underwood Printing Inc	No Response					
Office Solutions & Innovations	No Response					
JURBLEE PRINT & DESIGN TEAM	No Response					

Recommendation: Award to Calagaz Photo Supply, Inc. for the amounts listed in their Bid Response for up to 5000 per issue for 8 issues as listed in the Scope and Specifications.

 9/11/17  
 Sherry-Lee Botop  
 Director of Community Affairs and Recreation

To my knowledge, this is an accurate Bid Tabulation.  
 8/31/17  
 Dolores A Brandt, Purchasing Clerk  
 FOR Daniel P Ames, Purchasing Manager

25 September 2017

Councilmember Robinson explained the need to amend Agenda Item Number 25 and why the resolution was being amended: two bids came in and one is owned by former employees and we have sent in a request from the Alabama Ethics Commission to determine if the company can be awarded the bid since it was the lowest bidder; and if not, to award the bid to the second lowest bidder.

Councilmember Robinson moved to amend the resolution to award the bid for the installation of seasonal supplemental LED lighting 2017 to Bay Shore Electric, LLC by adding paragraph 4: "If the Alabama Ethics Commission decides that Bay Shore Electric, LLC cannot participate in the bid; then the bid would be awarded to the next lowest bidder which would be Winterland, Inc." Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution as amended, a resolution to Award Re-Bid for the Installation of Seasonal Supplemental LED Lighting 2017 to Bay Shore Electric, LLC, with the bid amount on the attached Bid Tabulation and Recommendation not to exceed \$138,800.00 (Bid Number 026-17) contingent upon the opinion of the Alabama Ethics Commission. If the Alabama Ethics Commission decides that Bay Shore Electric, LLC cannot participate in the bid; then the bid would be awarded to the next lowest bidder which would be Winterland, Inc. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

#### **RESOLUTION NO. 2872-17**

**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 the Installation of Seasonal Supplemental LED Lighting 2017 (Bid Number 026-17), Re-Bid at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Re-Bid Tabulation for  
the Installation of Seasonal Supplemental LED Lighting 2017

[3] After evaluating the re-bid proposals with the required bid specifications, Bay Shore Electric, LLC, with the bid amount on the attached Bid Tabulation and Recommendation: (not to exceed \$138,800.00) is now awarded the bid for the Installation of Seasonal Supplemental LED Lighting 2017 contingent upon the opinion of the Alabama Ethics Commission.

25 September 2017

[4] If the Alabama Ethics Commission decides that Bay Shore Electric, LLC cannot participate in the bid; then the bid would be awarded to the next lowest bidder which would be Winterland, Inc.

Adopted on this 11th day of September, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC  
City Clerk

City of Fairhope  
BID TAB AND RECOMMENDATION  
BID NO. 18-15  
BID NAME: Installation of Existing Supplement LED Lighting 2017 18-15  
BID OPENED: August 31, 2017 at 2:00 P.M. Thereby  
Name: Bid Board. To be completed on Item Item 18-15(1)

Project: August 31, 2017

VENDOR	BID Proposed Accepted / Rejected	Address	Wiring Install - PCTALL					Wiring Install - BRNACE					Wiring Install - BRNACE					Wiring Install - BRNACE					TOTAL BID PRICE
			Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25	Unit Price 2.25			
BAY SHORE ELECTRIC	YES	YES	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00	\$ 15,150.00		
WINTERLAND	YES	YES	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00	\$ 17,400.00		
BURTON'S TREE INC.	No Response																						
SPOTBROOK TREE SERVICE	No Response																						
FIVE STAR TREE INC.	No Response																						
A WISCONSIN LANDSCAPE SERVICE	No Response																						
THE TREE TRIMMERS	No Response																						
LANE TREE	No Response																						
J.P. TREE LANDSCAPE INC.	No Response																						
CHRONICLE	No Response																						
CHANCELLOR CONSTRUCTION INC	No Response																						
N.A. HENRISS & CO. INC	No Response																						
ROSE TREE SERVICE	No Response																						
QUA CONSTRUCTION CO. LLC	No Response																						
HO THOMAS CONSTRUCTION LLC	No Response																						
WOOD WALK & CO. LLC	No Response																						
STANFORD CORPORATION INC	No Response																						
B & B LANDSCAPE LLC	No Response																						
UNITED BUILDING COMPANY LLC	No Response																						
SCOTT'S LANDSCAPE GENERAL CONTRACTORS INC	No Response																						
STANLEY CONSTRUCTION LLC	No Response																						
HINE TREE CONSTRUCTION LLC	No Response																						
GREENWOOD GOLF AND ESCAPEMENT INC	No Response																						
SMITH CONSTRUCTION	No Response																						
ASPHALT SERVICE	No Response																						
PLANT BUILDERS INC	No Response																						
LEONARD CONSTRUCTION	No Response																						
CURTIS LANDSCAPE INC	No Response																						
STRONG EMPLOYMENTAL CONSTRUCTION INC	No Response																						
PARLBY LANDSCAPE MANAGEMENT, INC. DBA LANDSCAPE	No Response																						
OMEGA OUTDOORS LLC	No Response																						
COASTAL EXPOSURES LANDSCAPE, INC	No Response																						
DR. W. HENRISS CONSTRUCTION LLC	No Response																						

Recommendation: Award to Bay Shore Electric LLC as the next lowest bidder to provide the work.

Jessie Sch 9.1.2017  
Superintendent, Electric Department

Melissa Blawie 9-3-17  
Deanna H. Blawie, Purchasing Clerk  
for David P. Arnet, Purchasing Manager

25 September 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 2798-17 due to the City was told the system could be purchased through a buying group which turned out not to be the case; and after much discussion with the City Attorney and Onsolve, the distributor for CodeRED, it was decided that another notification system might be a better fit for the City. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 2873-17**

**WHEREAS**, on July 10, 2017 the City Council adopted Resolution No. 2798-17 to procure the CodeRED emergency notification system service from the Federal GSA contract for the City of Fairhope; and

**WHEREAS**, the City was told the system could be purchased through a buying group which turned out not to be the case; and

**WHEREAS**, after much discussion with the City Attorney and Onsolve, the distributor for CodeRED, it was decided that another notification system might be a better fit for the City; and that Resolution No. 2798-17 be rescinded.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 2798-17.

Adopted on this 11th day of September, 2017

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

Attest:

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

25 September 2017

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase the Everbridge emergency notification system service for the IT Department for direct procurement from Everbridge of Pasadena, CA. This is a non-budgeted expense over \$5,000.00 which requires Council's approval. The cost for the first year is \$7,961.76 and \$7,372.00 annual cost after the first year. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2874-17**

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

[1] That the City of Fairhope has voted to purchase the Everbridge emergency notification system service for the IT Department for direct procurement from Everbridge of Pasadena, CA. This is a non-budgeted expense over \$5,000.00 which requires Council's approval. The cost for the first year is \$7,961.76 and \$7,372.00 annual cost after the first year.

Adopted on this 11th day of September, 2017

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

Attest:

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

Councilmember Boone moved to separate the two positions listed in Agenda Item Number 28: Marina Manager and Facility Service Coordinator. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Boone 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; and the Job Description and Grade of Pay for same: Marina Manager (Grade 22). The motion was seconded by Councilmember Robinson.

25 September 2017

Councilmember Brown commented he was not sure we need the position, growing government. Council President Burrell state he was not sure this was a full-time position. Lynn Maser replied the person will interface with citizens, keep up grounds and slips, provide fuel, keep leases, deal with transients; and will be a steady face for marina. After further discussion, motion passed by the following voice votes: Burrell, Robinson, Conyers, and Boone. NAY - Brown.

**RESOLUTION NO. 2875-17**

**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>
	Marina Manager	22

ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers moved to add the following resolution to the agenda to fund the position of the Marina Manager with a stated pay range for a Grade 22. The motion was seconded by Councilmember Robinson. Councilmember Conyers stated he had the same reservations of Councilmember Brown, but we need the right people for management. Council President Burrell asked Mayor Wilson to stay in the mid-range and look at hours. Ms. Maser commented the marina will make money and this will pay for itself. After further discussion, motion passed by the following voice votes: Burrell, Robinson, Conyers, and Boone. NAY - Brown.

25 September 2017

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes and approves the funding of the Marina Manager position with stated pay range for a Grade 22. Seconded by Councilmember Conyers, motion passed by the following voice votes: Burrell, Robinson, Conyers, and Boone. NAY - Brown.

**RESOLUTION NO. 2876-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council authorizes and approves the funding of the Marina Manager position with stated pay range for a Grade 22.

ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Change the following Job Position; and the Job Description and Grade of Pay for same: Facility Service Coordinator from part-time to full-time (Grade 14). The motion was seconded by Councilmember Robinson. Jim Bates with the Nix Center explained the need for the full-time position. Community Affairs Director Sherry-Lea Botop stated there was a need for seven-days a week; and commented on the position and the pay. After further discussion, motion passed unanimously by voice vote.

\*

\*

25 September 2017

**RESOLUTION NO. 2877-17**

**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 Change the following Job Position; and the Job Description and Grade of Pay for same:

**Amendment:** Facility Service Coordinator 14  
Part-time to Full-time position

ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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

ATTEST:

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Operations Director Richard Peterson, as Engineer of Record for the Marina Repairs, is hereby authorized to expend appropriate but necessary funds up to \$3,500.00 to secure technical data regarding capacity and condition of the travel lift facility and potential forklift. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 2878-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Operations Director Richard Peterson, as Engineer of Record for the Marina Repairs, is hereby authorized to expend appropriate but necessary funds up to \$3,500.00 to secure technical data regarding capacity and condition of the travel lift facility and potential forklift.

DULY ADOPTED THIS 11TH DAY OF SEPTEMBER, 2017

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

Attest:

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



25 September 2017

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council has established the Financial Advisory Committee with the mission to investigate and analyze all aspects of City finances including assets and liabilities, income and expenditures, cash flow, financial policies and procedures, and purchasing policies and procedures; that all anticipated or requested expenditures for capital purchases, matching funds for grants, land purchases, donations, community development projects, increases in debt, or expenditures not included in the City's current fiscal year budget be submitted to the Financial Advisory Committee for analysis and recommendation(s) before being submitted to City Council for consideration; except that, if either the President of City Council or any other two Members of City Council shall determine that such anticipated or requested expenditure is an emergency which cannot be delayed, such requested expenditure may be submitted directly to City Council for consideration. And, that Resolution No. 1562-09 adopted on September 28, 2009 is hereby repealed and replaced by said resolution. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2879-17**

**WHEREAS**, the City Council has established the Financial Advisory Committee with the mission to investigate and analyze all aspects of City finances including assets and liabilities, income and expenditures, cash flow, and financial policies and procedures; and

**WHEREAS**, the City Council has directed the Financial Advisory Committee to place special emphasis on current and future potential debt, and upon future potential investments in large assets; and

**WHEREAS**, having investigated and analyzed such matters the Financial Advisory Committee is directed to make appropriate recommendations to City Council; and

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that all anticipated or requested expenditures for capital purchases, matching funds for grants, land purchases, donations, community development projects, increases in debt, or expenditures not included in the City's current fiscal year budget be submitted to the Financial Advisory Committee for analysis and recommendation(s) before being submitted to City Council for consideration; except that, if either the President of City Council or any other two Members of City Council shall determine that such anticipated or requested expenditure is an emergency which cannot be delayed, such requested expenditure may be submitted directly to City Council for consideration.

25 September 2017

**BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Resolution No. 1562-09 adopted on September 28, 2009 is hereby repealed and replaced by said resolution.

Adopted on this 11th day of September, 2017

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Jack Burrell, City Council President

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone moved to add on the Financial Advisory Committee appointments to the agenda. Seconded by Councilmember Conyers, motion passed unanimously by voice vote

Councilmember Conyers moved to appoint Chuck Zunk, Page Stalcup, Will Newberry, and Tim Rosson to the Financial Advisory Committee. Seconded by Councilmember Brown, motion passed unanimously by voice vote. Councilmember Conyers commented these are four very impressive individuals; and grateful they are willing to serve.

Councilmember Brown moved to appoint Matt Love and Gary Gover to the Pedestrian and Bicycle Committee for a three-year term which will expire September 2020. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

City Council reviewed an application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Point Clear Charities, Inc., for 2917 Polo at the Point and Fairhope Fete, located at 7883 County Road 32, Fairhope, Alabama on October 13, 2017 through October 15, 2017. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

25 September 2017

Councilmember Conyers moved to grant the request of Jenny Klein, FurrEver Homes Animal Rescue – Requesting permission to close the streets in downtown Fairhope on October 26, 2017, from 5:30 p.m. to 8:00 p.m. for the Fairhope Witches Ride and Black Hat Block Party to raise money for FurrEver Homes Animal Rescue, a 501(c)(3) Corporation. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant the request of Pat Hawthorne, Fairhope Film Festival – Requesting permission to close the streets in downtown Fairhope (part of De La Mare) on November 11, 2017, from 5:00 p.m. to 11:00 p.m. for the Fairhope Film Festival Street Party to honor local filmmakers and will have many celebrities here to help us congratulate them. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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

- 1) Paul Ripp with the Ripp Report, 22985 High Ridge Road, addressed the City Council regarding the issue of the word Economic being removed from title. Mr. Ripp commented he liked the Financial Advisory Committee. He stated it was his constitutional right to speak and Council President Burrell and Council put this in place five years ago as a policy. He mentioned leaks going to the newspaper which is counterproductive for the City.

Council President Burrell thanked Mr. Ripp for acknowledging he put the policy in place. Councilmember Robinson stated he sent an e-mail that stated we should not produce until the documents were reviewed by attorneys. Councilmember Boone stated there is no such thing as a leak in transparency. Councilmember Brown stated Mr. Ripp should put the truth in his blog.

- 2) Chris Toney, 505 Myrtle Avenue, addressed the City Council and stated he does not appreciate Paul Ripp being allowed to speak. The City Council should stand up and fight for your rights.

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25 September 2017

Councilmember Brown 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 8:41 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, 11 September 2017.

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

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

The following topics were discussed:

- The first item on the agenda was the Impact Fees Discussion. Mayor Wilson commented that these have not been looked at since 2007 and need to be updated. She mentioned the State statute allows for stormwater to added to the list from Impact Fees. Transportation, Parks and Recreation, Fire, and Police are what our Impact Fee Ordinance allows for these fees with Parks and Recreation getting the most. Mayor Wilson commented we could tie stormwater into streets; and another study is needed.

Building Official Erik Cortinas explained the ordinance and the cap for residential projects. Councilmember Robinson questioned the allocation and State requirements. State Law only allows for one percent value of the property to be assessed the fee. City Treasurer Deborah Smith briefly explained the usage. Mr. Cortinas stated the maximum allowed in the ordinance is \$4,184.00 for residential. Ms. Smith recommended using TischlerBise and go with their suggestions and/or recommendations. Councilmember Brown gave a suggestion on how they possibly came up with the cap on residential buildings.

- The Tree Light Discussion was next on the agenda. Electric Superintendent Joe Wolchina and Operations Director Richard Peterson addressed the City Council regarding the bids. Mr. Peterson explained that no one responded to the first bid due to requirements; so, the City rebid for the installation of seasonal lights. He said only two bids were received: one was from a former employee so the revolving door policy was brought up even though the company met the competitive bid law.

City Attorney Marion “Tut” Wynne stated that he and Ken Watson, attorney with Jones Walker, spoke several times and have called the Ethics Commission for an answer. Mr. Wynne stated that Ben Patterson left approximately one year ago and attended the pre-bid meeting as representing the company. He said they could delay the decision for two weeks for opinion. Mr. Wynne explained Section 36-25-13(c) of the Code of Ethics and stated it is plain language regarding the prohibition for two years after departure. Mr. Wynne said he would err on the side of caution and not vote tonight.

Councilmember Robinson questioned the time issue if put off; and did not want to leave out our employees if they wanted the overtime for the holidays. Councilmember Boone said that lights are a must; and equipment is a big expense. Councilmember Brown stated he agreed with Councilmembers Robinson and Boone. He suggested blocking off street and continue until done. Councilmember Conyers commented he wants to use employees if they want the work. Council President Burrell suggested renting a manlift and not use bucket trucks because this is a highly compensated department.

Mayor Wilson stated City employees are under her direction and does not want them putting up lights. Mr. Peterson said all overtime could be deducted from the project; and we should be proactive not reactive. Councilmember Boone commented this will be a test year. Councilmember Robinson said we could award the bid conditioned on the opinion of the Ethics Commission.

- Building Official Erik Cortinas addressed the City Council regarding the mobile home on Kirkman Lane. He stated the owner is deceased and it is considered a dangerous building; and needs to be demolished. Mr. Cortinas said he has received three bids and will begin demolition; and will come back with an assessment on the property for Council to approve. He mentioned there were four or five other structures that need to be demolished.
- Electric Superintendent Joe Wolchina addressed the City Council regarding Electric Cities and 47 crew heading to help Florida recover from Hurricane Irma. He said the City will have one crew heading either to Troy, Alabama or Florida.
- Community Affairs Director Sherry-Lea Botop addressed the City Council regarding Agenda Item Number 11. She said Mott MacDonald was selected in error and was notified. She indicated that Mott MacDonald does not do this type of work.
- Councilmember Conyers announced the Library Board will meet on September 18, 2017.
- Councilmember Brown said the Education Advisory Committee are working on proposals. He said there are appointments to the Pedestrian and Bicycle Committee on tonight's agenda.
- Council President Burrell commented there were 350 participants at the NASAO Conference at the Grand Hotel; and he welcomed them this morning. Council President Burrell said the Mayor welcomed everyone last night along with Winston Groom. He said Lieutenant Larry Sledge and Fire Chief Chris Ellis spoke on 9/11 to the participants. Council President Burrell mentioned Sherry-Lea Botop was there to greet the participants too. He said the Fairhope Airport Authority had a booth which was manned by the Industrial Development Board and the Eastern Shore Chamber of Commerce. He said Paige Crawford managed the sign-in table.

Work Session  
Monday, 11 September 2017  
Page -3-

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

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )(  
  :  
COUNTY OF BALDWIN        )(

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 11 September 2017.

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

Council President Burrell called the meeting to order at 5:42 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:49 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk



14 September 2017

NOTICE AND CALL OF SPECIAL MEETING



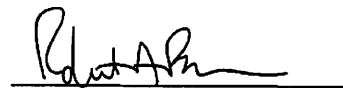
Notice is hereby given of a special meeting of the City Council of the City of Fairhope, Alabama, to be held at the Fairhope Municipal Complex on Thursday, 14 September 2017, at 12:00 p.m., for the purpose to:

- ❖ Approve and Authorize the City to enter into a Grant Agreement with the Federal Aviation Administration for the benefit of Fairhope Airport Authority and the Fairhope Airport

  
Jack Burrell, City Council President

CONSENT TO HOLDING OF MEETING

The undersigned members of the City Council of the City of Fairhope, Alabama, do hereby acknowledge service of the Notice and Call of Special Meeting hereinabout set forth and do hereby consent to the holding of such meeting as such time in such place for the purpose set forth therein.

Attest:

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

14 September 2017

STATE OF ALABAMA                    )  
  :  
COUNTY OF BALDWIN                )(

The City Council, City of Fairhope, met in special session at 12:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Thursday, 14 September.

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

There being a quorum present, Council President Jack Burrell called the meeting to order 12:03 p.m.

Council President Jack Burrell announced that the Special Meeting was called to approve the Fairhope Airport Authority to receive a grant from the FAA. He mentioned that the Fairhope Airport Authority was notified on Tuesday they had received the grant for approximately \$70,000.00 with the Federal Government funding \$66,243.00. Bobby Odom from Volkert addressed the City Council and stated the Airport was not awarded the expected \$3.0 million plus grant and the cost incurred up to this point is what the FAA is reimbursing. Josh Myrick, attorney for the Fairhope Airport Authority said they were only given 48 hours to respond to the grant award.

Council President Burrell read the resolution in full. Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Karin Wilson to accept the FAA Grant to “design taxiway construction, east terminal area, Phase 3 (paving and lighting for 2,000+/-’ access taxiways and for 1,100+/-’ parallel taxiway and site utilities)” at the H.L. [“Sonny”] Callahan Airport in Fairhope. The grant amount is \$66,243.00 - Project Number 3-01-0029-018-2017. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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14 September 2017

**RESOLUTION NO. 2880-17**

**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 \$66,243.00 for “Design taxiway construction, east terminal area, Phase 3 (paving and lighting for 2,000+/-’ access taxiways and for 1,100+/-’ parallel taxiway and site utilities)” at the H.L. [“Sonny”] Callahan Airport in Fairhope, being project number 3-01-0029-018-2017; and

WHEREAS, the purpose of this grant is that the Federal Aviation Administration pay a 90% share of the allowable costs incurred in accomplishing said project; 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 “Airport Sponsor Assurances” included as pages 8-24 of the Grant Agreement; 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

14 September 2017

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

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 as Sponsor, so that pending and during the period when the Federal Aviation Administration is 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 14th day of September, 2017

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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 Brown, motion passed unanimously by voice vote.

There being no further business to come before the City Council, the meeting was duly adjourned at 12:10 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 1253  
KNOWN AS THE ZONING ORDINANCE

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded a **favorable** recommendation,

The property of Kelley Lyons generally located 10143 Windmill Road, Fairhope, Alabama.

TAX PPIN #: 14463

**Legal Description:** (Case number ZC 17.06)

LOT 3, BLOCK 2, OLSEN ACRES SUBDIVISION, OTHERWISE DESCRIBED AS: FROM THE SOUTHWEST CORNER SECTION 14-6-7, RUN NORTH 00°07' EAST 32.5 FEET AND NORTH 89°40' EAST, 526.95 FEET TO A POINT OF BEGINNING; THENCE NORTH 00°10' W, 196 FEET; N 89°50' E, 240 FEET; SOUTH 00°10' EAST, 196 FEET TO NORTH SIDE OF COUNTY ROAD AND SOUTH 89°50' WEST, 240 FEET TO BEGINNING, BEING 1.08 ACRES, MORE OR LESS OF LAND OF FAIRHOPE SINGLE TAX CORPORATION, PER UNRECORDED PLAT OF SURVEY AUGUST 14, 1974 BY CLAUDE W. ARNOLD, SURVEYOR, SECTION 14, T-4-S, R-2-E, BALDWIN COUNTY, ALABAMA.

A map of the property to be zoned is attached as Exhibit A

**The property is hereby rezoned from RA Residential/Agriculture to R-2 Medium Density Single Family Residential District.** This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

**Severability Clause** - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

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

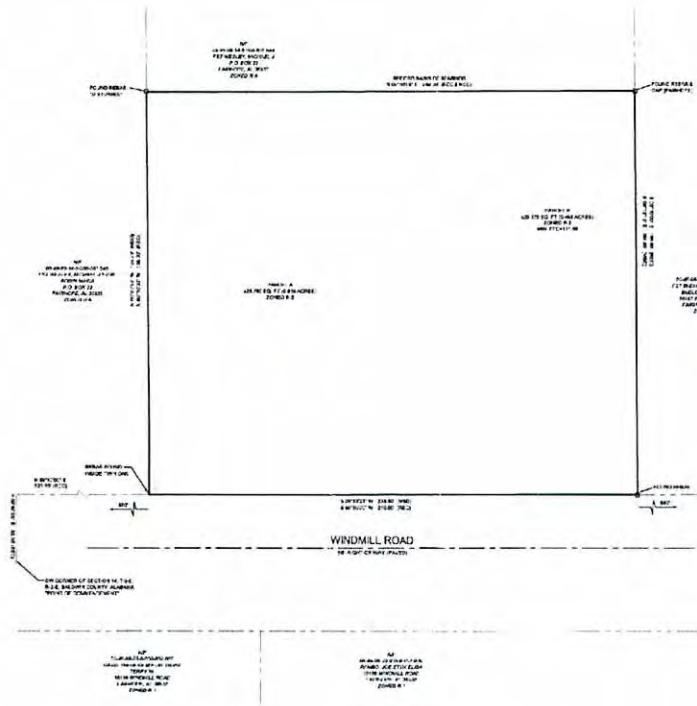
ADOPTED THIS 25TH DAY OF SEPTEMBER, 2017

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

ATTEST:

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

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**EXHIBIT A**

RECEIVED  
MAY 23 2017  
BY: *[Signature]*



**Lyns Reasoning Map**  
225 S. BROAD ST.  
DALLAS, TX 75201  
(214) 424-1177  
www.secivil.com

Owner:  
**Kelley Lyons**  
1400 W. WINDMILL RD.  
DALLAS, TX 75201  
(214) 424-1177

DATE	BY	REVISION



# City of Fairhope City Council

Case: ZC 17.06 10143 Windmill Road

**Applicant Name:**

Larry Smith, PE  
S.E. Civil Engineering, LLC

**Owner:**

Kelley Lyons

**Project Type:**

Rezoning Request from:  
**RA Residential/Agricultural**  
to  
**R-2 Medium Density Single  
Family Residential District**

**PPIN Number:**

14463

**General Location:**

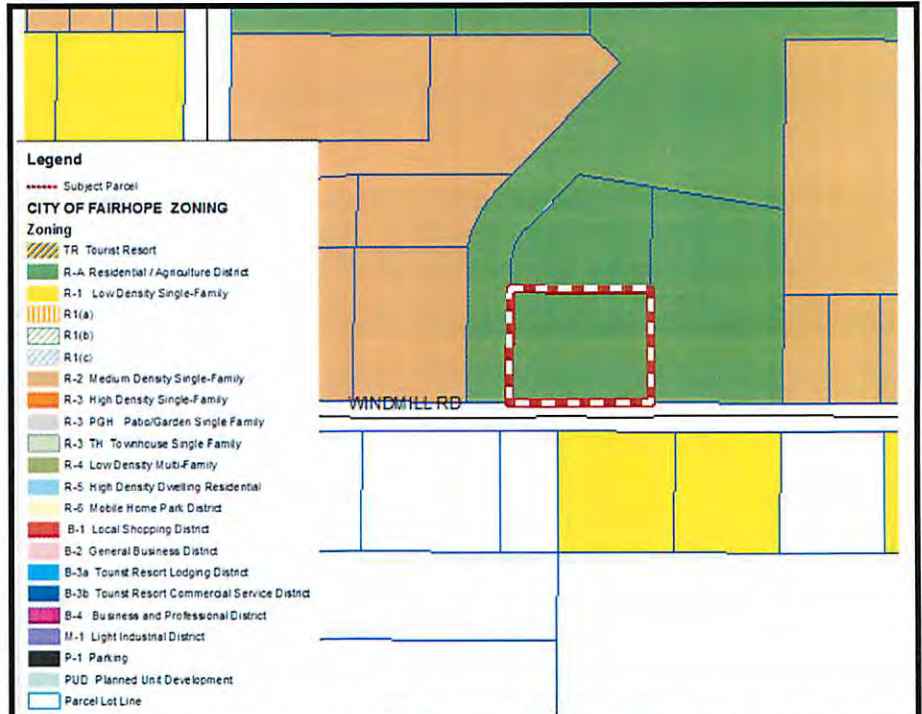
North side of Windmill Road  
just east of State Highway 181

**School District:**

Fairhope Elementary, Middle,  
and High School

**Recommendation:**

Approval



**Summary of Request:**

The applicant is seeking concurrent minor subdivision and rezoning of one parcel of approximately 46,969 sf from RA Residential/Agricultural District to a minor subdivision comprised of two (2) R-2 Medium Density Single Family lots of 26,790 sf and 20,179 sf. The parcel is located approximately one-half mile south of the intersection of State Highway 181 and Fairhope Avenue, and one-eighth mile east of State Highway 181 along Windmill Road. The subject parcel is located approximately 1,000' west of the southern entrance of River Mill Subdivision. Parcels located directly across from (south of) the subject parcel are zoned R-1 or unzoned, unincorporated Baldwin County. However, within a 1,000' radius of the subject parcel, north of Windmill Road, there are eleven (11) parcels zoned R-2.

**Comments:**

The subject property is a rectangular lot and contains 240' of frontage along Windmill Road. The proposed subdivision will result in two "L" shaped lots of 160' and 80' frontage along Windmill Road. An existing home currently undergoing renovations will be contained on the parcel with 160ft of frontage.



Parcel "A" Looking North



Parcel "A" Looking Northeast



Parcel "B" Looking North



Parcel "B" Looking Northeast



City of Fairhope Zoning Ordinance, Article III.A. provides the following purpose for the zoning of the subject property:

***RA Residential/Agriculture District: This district is intended as a rural environment providing primarily agriculture and agriculture-related uses. Residential uses are allowed at overall low density to support rural and agriculture lifestyles proximate to the city. This district may also be used as a “holding zone” for future development in accordance with the comprehensive plan, when future conditions allow for efficient expansion of urban services.***

Article III.C. Dimensional Standards

Table 3-2: Dimension Table – Lots and Principle Structure, R/A Residential/Agricultural District

<b>District</b>	<b>Min. Lot Size</b>	<b>Min. Lot Width</b>	<b>Front</b>	<b>Rear</b>	<b>Side</b>	<b>Max.Coverage</b>	<b>Max. Height</b>
R/A	3 acres	198'	75'	75'	25'	none	30'

The requested zoning for the subject property is R-2 Medium Density Single Family Residential District.

City of Fairhope Zoning Ordinance, Article III.A. provides the following purpose for the requested district:

***R-2 Medium Density Single-Family Residential District: This district is intended as a medium density single family urban residential district, with lots of moderate size.***

Article III.C. Dimensional Standards

Table 3-2: Dimension Table – Lots and Principle Structure, R-2 Medium Density Single-Family Residential District

<b>District</b>	<b>Min. Lot Size</b>	<b>Min. Lot Width</b>	<b>Front</b>	<b>Rear</b>	<b>Side</b>	<b>Max.Coverage</b>	<b>Max. Height</b>
R-2	10,500sf	75'	35'	35'	10'	37%	30'

**School Student Analysis:**

The Final Plat for the Lyons Subdivision contains 2 single family lots. Applying the student yield factors (SYF) provided by the Baldwin County Board of Education listed below, the development is expected to generate 0.78 (2 x 0.39) elementary school students, 0.22 (2 x 0.11) middle school students and 0.34 (2 x 0.17) high school students.

<b>Development Name</b>	<b>Application Type</b>	<b>Housing Type</b>	<b>Total Units</b>	<b>Attendance Zone</b>	<b>SYF</b>	<b>Expected Number of Students</b>
Lyons Subdivision	Final Plat	SF	2	Fairhope Elementary	0.39	0.78
" "	" "	"	"	Fairhope Middle	0.11	0.22
" "	" "	"	"	Fairhope High	0.17	0.34
<b>Total Students</b>						<b>1.34</b>

Article III. Section B. Allowable Uses

Table 3-1

<b><i>R-2 Medium Density Single-Family Residential District</i></b>
<b>Permitted Use by Right</b>
Single-Family
Elementary School
Secondary School
Education Facility
Library
Public Open Space
Common Open Space
<b>Permitted Subject to Special Conditions</b>
Home Occupation
<b>Permitted Only on Appeal and Subject to Special Conditions</b>
Cemetery
Community Center or Club
Public Utility
Convalescent or Nursing Home
Clinic
Outdoor Recreation Facility
Day Care

**Zoning History of Nearby Properties:**

Case ZC 14.13 was a request of Hutchinson, Moore, and Rauch, LLC on behalf of Anez Investments, Inc. to rezone property from RA Residential/Agricultural to B-4 Business and Professional District. The property is located on the east side of State Highway 181 just north of Margaret Drive, at 20252 State Highway 181, approximately 1,000' northwest of the subject property (Parcel #: 05-46-06-14-0-000-001.502). The Planning Commission recommended approval of the Zoning Change at their December 1, 2014 meeting. The City Council adopted the Zoning Change on February 23, 2015. As of the writing of this report a dental office has been constructed on the site.

Case ZC 14.05 was a request of Preble-Rish, LLC on behalf of Firethorne Development, LLC to concurrently annex and rezone property from unzoned Baldwin County to a Planned Unit Development (PUD) in the City of Fairhope. The property is located approximately 1,200' southeast of the subject property, generally located east of State Highway 181 and south of Quail Creek Drive between Quail Creek and State Highway 181 (Parcels: 05-46-09-23-0-000-022.000 and 05-46-09-23-0-022.001; Firethorne Subdivision). The Planning Commission recommend approving of the annexation/zoning change at their May 5, 2014 meeting. The City Council adopted the annexation/zoning change at their June 23, 2014 meeting. As of the writing of this report Firethorne Subdivision is fully-engaged in home construction activities.

**Fairhope Comprehensive Plan Guidance**

The subject property is located approximately one-half mile south of the proposed HWY 181/Fairhope Avenue Village Node, and one mile north of the proposed Commercial Node at HWY 181 and Twin Beech Road.

The subject property does not abut the proposed commercial nodes described above, and given the distance from the proposed commercial nodes to the subject property, there is no conflict of compatibility between the uses.

**Staff Recommendation to Planning Commission:**

Staff recommends that the rezoning request be APPROVED.

**Planning Commission Recommendation:**

On July 3, 2017, the Planning Commission voted unanimously to approve the request and forward a **favorable** recommendation to the City Council to rezone the subject property from RA Residential/Agriculture to R-2 Medium Density Single Family Residential District.

buffer. Mr. Dyess explained the buffers are landscaping. Mr. Turner asked the width of the buffers and Mr. Dyess answered 20'. Mrs. MacKellar asked about signage and Mr. Dyess stated it will be a constrained site but it will have to meet all the requirements and regulations. There was discussion regarding a possible plan or overlay district for Greeno Road and the process to make those amendments or revisions to the City regulations. Richard Peterson made a motion to approve the zoning change request. Motion failed for lack of a second.

Mr. Conyers suggested tabling the application for more discussion and Mr. Watson stated the 30-day continuance does not apply in this situation. Mrs. MacKellar asked if there are more applications coming for this area and Mr. Dyess responded yes. Mr. Smith requested the Commission vote and either deny or approve the request to be forwarded to City Council.

Richard Peterson made a motion to approve the zoning change request. Motion failed for lack of a second.

Charles Johnson made a motion to deny the zoning change request. Ralph Thayer 2<sup>nd</sup> the motion and the motion carried with the following vote: AYE – Charles Johnson, Ralph Thayer, Lee Turner, Hollie MacKellar, and Jimmy Conyers. NAY – Richard Peterson.

\* **ZC 17.06 Public hearing to consider the request of S.E. Civil Engineering, LLC to rezone property from RA Residential/Agriculture to R-2 Medium Density Single Family Residential District, Larry Smith.** The property is located on the north side of Windmill Road just east of US Hwy. 181, at 10143 Windmill Road. Mr. King gave the staff report saying the property is approximately 46,969 sq. ft. with one existing home on the site. The applicant is also proposing a 2 lot minor subdivision of the subject property. Staff recommendation is to approve the zoning change as requested. Mr. Smith addressed the Commission saying there are several surrounding parcels zoned R-2. Mr. Turner opened the public hearing. Having no one present to speak, he closed the public hearing.

Jimmy Conyers made a motion to accept the staff recommendation to approve the zoning change as requested. Ralph Thayer 2<sup>nd</sup> the motion and the motion carried unanimously.

**SD 17.13 Public hearing to consider the request of S.E. Civil Engineering, LLC for Plat approval of Lyons Subdivision, a 2-lot minor division, Larry Smith.** The property is located on the north side of Windmill Road just east of US Hwy. 181, at 10143 Windmill Road. Mr. King gave the staff report saying the property is approximately 46,969 sq. ft. with one existing home on the site and 2 lots are proposed. Staff recommendation is to approve contingent upon the following condition:

1. City Council shall approve the rezoning request for the subject property.

Mr. Smith was present to answer any questions.

Mr. Turner opened the public hearing. Having no one present to speak, he closed the public hearing.

Jimmy Conyers made a motion to accept the staff recommendation to approve contingent upon the following condition:

1. City Council shall approve the rezoning request for the subject property.

Ralph Thayer 2<sup>nd</sup> the motion and the motion carried unanimously.

**SD 17.15 Public hearing to consider the request of Dewberry/Preble-Rish, LLC for Final Plat approval of Fox Hollow, Phase 1, a 52-lot subdivision, Andy Bobe.** The

ORDINANCE NO. \_\_\_\_

AN ORDINANCE AMENDING ORDINANCE NO. 1253  
KNOWN AS THE ZONING ORDINANCE

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, together with the Zoning Map of the City of Fairhope, be and the same hereby is changed and altered in respect to that certain property described below:

After the appropriate public notice and hearing of the Planning Commission of the City of Fairhope, Alabama has forwarded an **unfavorable** recommendation,

The property of William H. Wright generally located at 861 Edwards Avenue, Fairhope, Alabama.

**TAX PPIN #: 47397**

**Legal Description:** (Case number ZC 17.05)

THAT CERTAIN LOT OR PARCEL OF LAND, BEGINNING AT A STAKE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 6 SOUTH RANGE 2 EAST; RUN THENCE WEST 197 FEET TO A STAKE AT THE SOUTHEAST CORNER OF PAULK DEALY'S LAND, DESCRIBED IN THE DEED OF RECORD IN BOOK 11, PAGE 359, SAID DEALY'S LAND BEING IN SECTION 17; THEN NORTH ALONG DEALY'S LINE 331 FEET; THENCE EAST 197 FEET, THENCE SOUTH 331.5 FEET TO THE POINT OF BEGINNING, AND CONTAINING 1.5 ACRES, MORE OR LESS.

(BEING A PORTION OF THE SAME PROPERTY CONVEYED BY THOMAS J. LOWELL AND SARAH V. LOWELL TO HARRY GABLE, BY DEED RECORDED IN BK 13 PAGE 106, BALDWIN COUNTY RECORDS.)

(BEING ALSO A PORTION OF THE SAME PROPERTY DEEDED BY HARRY GABLE AND LIZZIE MAE GABLE, HIS WIFE, TO HATTIE ANDREWS, RECORDED IN BOOK 32 N.S. PAGE 358, BALDWIN COUNTY RECORDS.)

LESS AND EXCEPT THE PARCEL OF PROPERTY CONVEYED TO THE STATE OF ALABAMA AS PART OF THE RIGHT-OF-WAY FOR GREENO ROAD DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE NE ¼ OF NE ¼, SECTION 17, T-6-S, R-2-E; THENCE EASTERLY ALONG THE NORTH LINE OF SAID NE ¼ OF NE ¼, A DISTANCE OF 1320 FEET, MORE OR LESS, TO THE CENTERLINE OF PROJECT NO. DE-0019(802); THENCE S 0°17'57" E ALONG SAID CENTERLINE, A DISTANCE OF 891 FEET, MORE OR LESS, TO STATION 167+00; THENCE TURN AN ANGLE OF 90° TO THE RIGHT AND RUN A DISTANCE OF 80 FEET; THENCE S 0°17'57" E, PARALLEL WITH SAID CENTERLINE, A DISTANCE OF 101 FEET, MORE OR LESS, TO THE NORTH LINE OF THE PROPERTY HEREIN TO BE CONDEMNED AND THE POINT OF BEGINNING; THENCE CONTINUING S 0°17'57" E, PARALLEL WITH THE CENTERLINE OF SAID PROJECT, A DISTANCE OF 285 FEET, MORE OR LESS, TO A POINT THAT IS 80 FEET, WESTERLY OF AND AT RIGHT ANGLES TO THE CENTERLINE OF SAID PROJECT AT STATION 170+85; THENCE SOUTHWESTERLY ALONG A LINE, A DISTANCE OF 37 FEET, MORE OR LESS, TO A POINT ON THE PRESENT NORTH RIGHT-OF-WAY LINE OF EDWARDS AVENUE THAT IS NORTHERLY OF AND AT RIGHT ANGLES TO THE TRAVERSE OF SAID AVENUE AT STATION 18+95;

Ordinance No. \_\_\_\_\_

Page -2-

THENCE EASTERLY ALONG THE PRESENT NORTH RIGHT-OF-WAY LINE OF SAID EDWARDS AVENUE, A DISTANCE OF 65 FEET, MORE OR LESS, TO THE PRESENT WEST RIGHT-OF-WAY LINE OF GREENO ROAD; THENCE NORTHERLY ALONG THE PRESENT WEST RIGHT-OF-WAY LINE OF SAID GREENO ROAD, A DISTANCE OF 312 FEET, MORE OR LESS TO SAID NORTH PROPERTY LINE; THENCE WESTERLY ALONG SAID NORTH PROPERTY LINE, A DISTANCE OF 40 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

SAID STRIP OF LAND LYING IN THE NE ¼ OF NE ¼, SECTION 17, T-6-S, R-2-E AND CONTAINING 0.294 ACRE, MORE OR LESS.

A map of the property to be zoned is attached as Exhibit A

**The property is hereby rezoned from R-1 Low Density Single Family Residential District to B-1 Local Shopping District.** This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be following the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

**Severability Clause** - if any part, section or subdivision of this ordinance shall be held unconstitutional or invalid for any reason, such holding shall not be construed to invalidate or impair the remainder of this ordinance, which shall continue in full force and effect notwithstanding such holding.

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

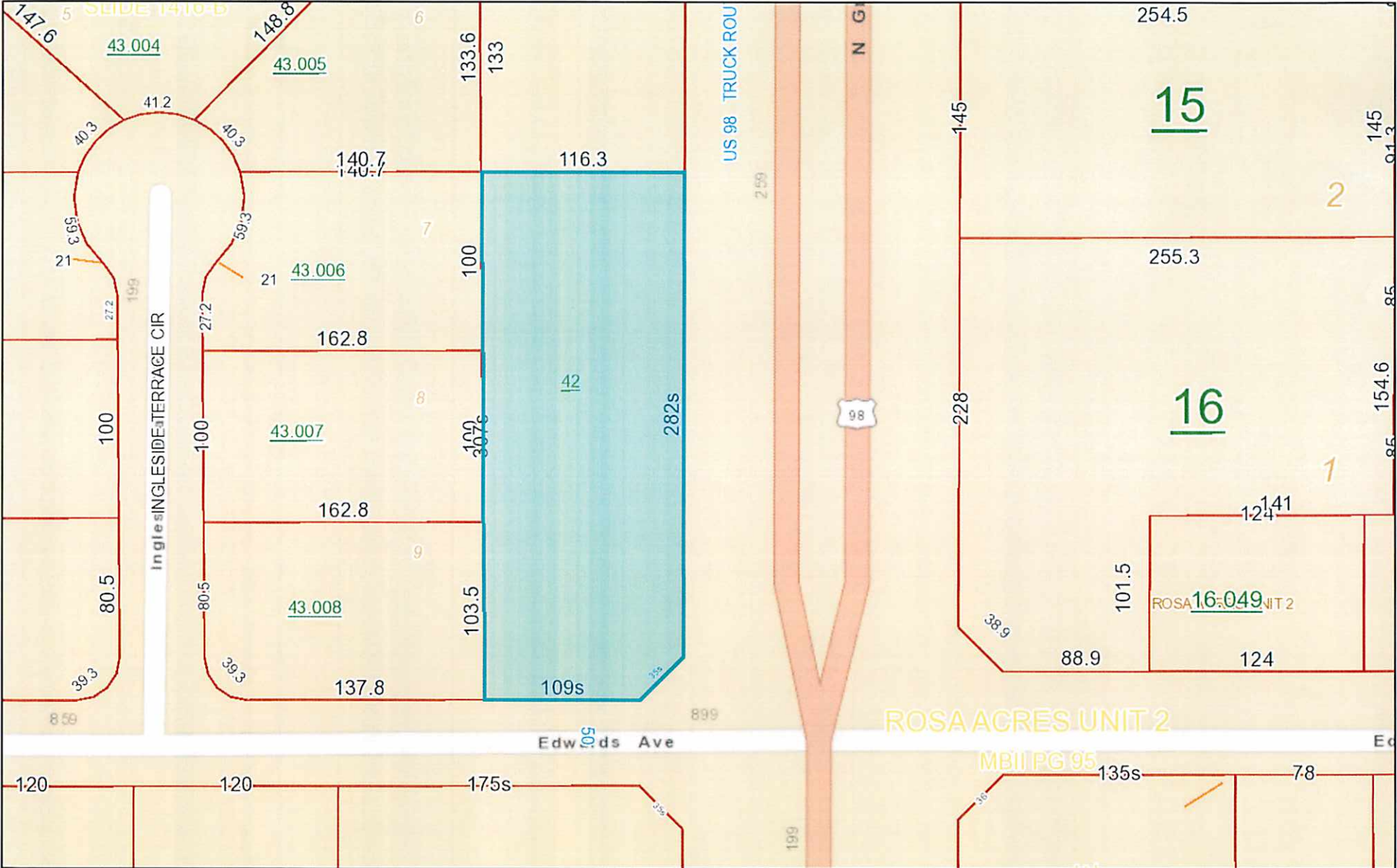
ADOPTED THIS 25TH DAY OF SEPTEMBER, 2017

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

ATTEST:

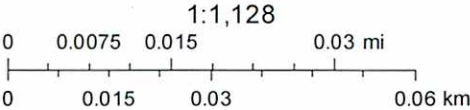
\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk

# EXHIBIT A



August 16, 2017

- polygonLayer**
- Misc
- County Boundary
- Override 1
- Parcels
- Lot Lines
- Override 2



KCS  
Sources: Esri, HERE, DeLorme, USGS, Intermap, INCREMENT P, NRCan,



# City of Fairhope City Council

Case: ZC 17.05 861 Edwards Avenue

**Applicant Name:**

William H. Wright (Trustee)

**Owner:**

William H. Wright (Trustee)

**Project Name:**

861 Edwards Avenue

**Project Type:**

Rezoning Request from:

**R-1 Low Density Single-Family Residential District**

to

**B-1 Local Shopping District**

**PPIN Number:**

47397

**General Location:**

Northwest corner of the intersection of Edwards Avenue and US 98 (aka Greeno Road)

**Engineer:**

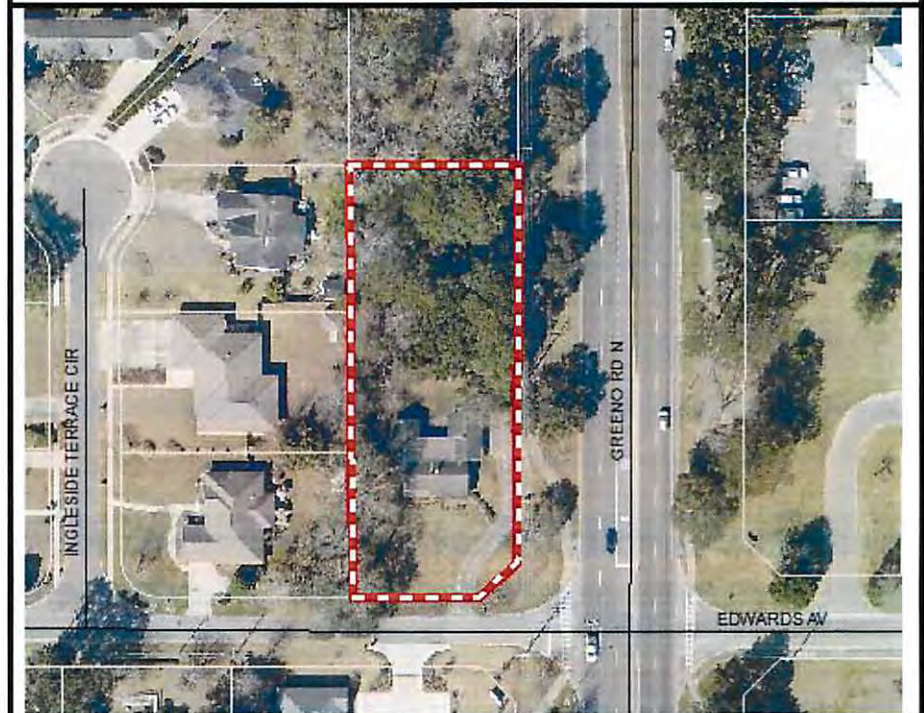
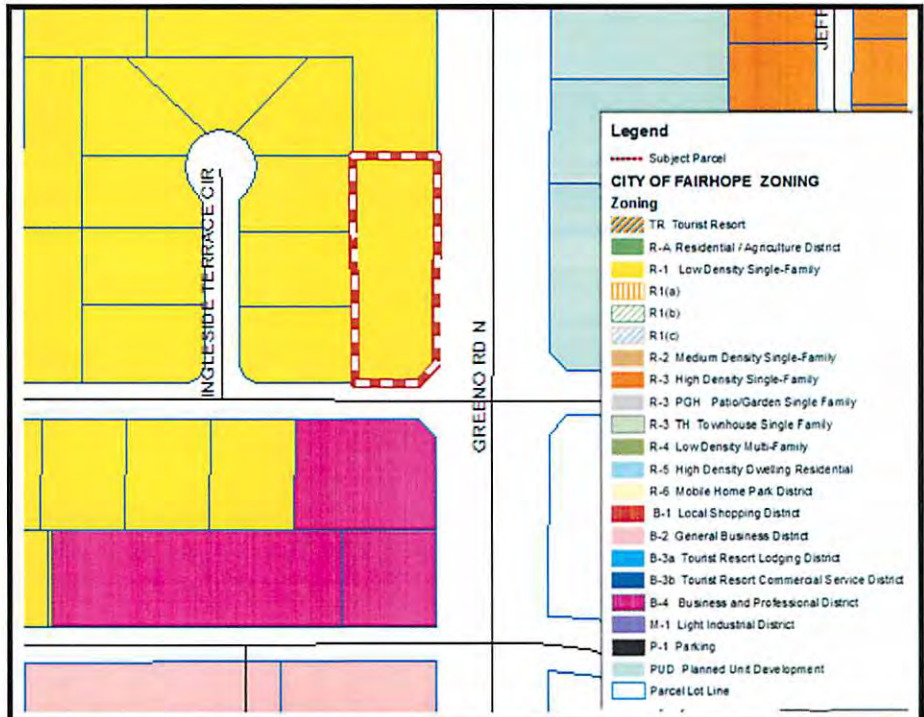
Larry Smith  
S.E. Civil Engineering, LLC

**School District:**

Fairhope Elementary, Middle, and High School

**Recommendation:**

Planning Commission is forwarding an unfavorable recommendation.





**Summary of Request:**

The applicant is seeking to rezone one parcel of property, approximately .9 acres from R-1 Low Density Single Family District to B-1 Local Shopping District. The subject property is located on the north side of Edwards Avenue and the west side of U.S. Highway 98. Parcels across U.S. Highway 98 are zoned PUD. The proposed use is a bank use.

**Comments:**

The subject property is situated on the northwest corner of U.S. 98/Greeno Road and Edwards Avenue, which serves as the primary entrance to the adjacent neighborhood. The proposed layout will consist of one (1) access off Edwards and one (1) access off Greeno Road. The bank is proposing one (1) ATM lane. The hours of operations will be from 9 am to 5 pm.



View of Subject Property from the Myrick Agency Parking Lot



View from Greeno Road looking down Edwards Avenue. Myrick Agency to the west.



View of Subject Property from Greeno Road.

The surrounding properties are zoned as follows:

- South: B-4
- West: R-1
- North: R-1
- East: PUD

Fairhope Zoning Ordinance, Article III.A. provides the following purpose for the requested district.

**R-1 Low Density Single-Family Residential District:** This district is intended to provide choices of low-density suburban residential environment consisting of single-family homes on large parcels of land. It is sub-classified into four categories (R-1, R-1a, R-1b, and R-1c) based on lot sizes.

Article III. C. Dimensional Standards

District	Min. Lot Size	Min. Lot Width	Front	Rear	Side	Max. Lot Coverage	Max. Height
R-1	15, 000 Sq. Ft.	100'	40'	35'	10'	40%	30'

The requested zoning for the subject property is B-1 Local Shopping District. Fairhope Zoning Ordinance, Article III.A. provides the following purpose for the requested district:

**B-1 Local Shopping District:** This district is intended to provide for limited retail convenience goods and personal service establishments in residential neighborhoods and to encourage the concentration of these uses in one (1) location for each residential neighborhood rather than in scattered sites occupied by individual shops throughout a neighborhood. Restaurants in the B-1 zoning district may be permitted only on appeal to the Board of Adjustments and may be subject to special conditions. Drive thru restaurants shall not be permitted in the B-1 zoning district.

Article III. C Dimensional Standards

District	Min. Lot Size	Min. Lot Width	Front	Rear	Side	Max. Lot Coverage	Max. Height
B-1	none	none	20'	20'	none	-	30'

The allowable uses in the B-1 Districts are as follows:

<b>B-1 Local Shopping District</b>
<b>Permitted by Right</b>
Single Family
Two Family
Mixed Use
Elementary School
Secondary School
Education Facility
Library
Public Open Space

Common Open Space
General
Professional
Grocery
General Merchandise
General Personal Service
Indoor Recreation
Dry Cleaner/Laundry
<b>Permitted Subject to Special Conditions</b>
Townhouse
Accessory Dwelling
Home Occupation
Convenience Store
<b>Permitted Only on Appeal and Subject to Special Conditions</b>
Cemetery
Hospital
Community Center or Club
Public Utility
Automobile Service Station
Convalescent or Nursing Home
Clinic
Day Care
Restaurant

Article IX Section B of the City of Fairhope Zoning Ordinance defines the following:

Definitions and Interpretation Description of Uses

5. Service Use Category

f. General Personal Services – a business that provides including uses such as post office, **bank**, barber shop or beauty salon, film processing, small appliance repair, tailor, office support, or other similar service. Any personal service that is more specifically described is excluded from this use.

In accordance with:

Article III Section B

Zoning Districts Allowed Uses

Table 3-1: Use table

General Personal Services are allowed in the following districts:

B-1, B-2, M-1, M-2, NVC, CVC

**Current Area Businesses:** According to the applicant, between Gayfer Avenue (heading south) to one parcel South of Estella Street, there are the following businesses: Trustmark Bank, Centennial Bank, Wells Fargo, Jade Consulting, Premier Foot Care, Citizens Bank, BB&T Bank, McDonalds, JoAnne Kerr Real Estate, The Myrick Agency (Insurance), Dr. Helval Gynecology & Infertility, and Bayside Orthopedic.

**Zoning History of Nearby Properties:** The subject property (861 Edwards Ave.) is zoned R-1 Low Density Single Family Residential District and is surrounded by R-1 zoning district on two sides. On July 6, 2015, an Informal Review application was made to Planning Commission for a potential rezoning of the subject property from R-1 to B-4. The general comments during the informal review were:

- A PUD plan would be preferred.
- Parking in the rear is preferred.

A rezoning application (ZC 15-08) for 861 Edwards was submitted in July 28, 2015; however, the applicant subsequently withdrew the application on September 17, 2015.

To the south, the subject property is bordered by a property (a.k.a. the Myrick property- 860 Edwards Avenue) that was rezoned from R-1 to B-4 in 2010. The Myrick property rezoning application (ZC 10.01) received an unfavorable recommendation by Planning Commission on February 1, 2010. On April 26, 2010, the Myrick property application was presented to City Council and was approved with the following conditions of approval: 1) that any future development on the subject property shall comply with all applicable local, state and federal regulations 2) the applicant's self-imposed a deed restriction of a 30- foot landscape buffer of screening/fencing to protect the residential neighbors to the west of the property.

According to the City of Fairhope Tree Ordinance, ***Section 20.5-4 (13) Tree Credits, all lands within twenty (20) feet of the Boundaries of U.S. Highway 98,.... are required to be reserved by owners and developer of such land as greenspace and tree protection zones, such lands being require to conform to the following standards to all applicable provisions of this chapter. Provided, however, that the greenspace shall be landscaped as follows:***

- ***Where no vegetation, other than grass exists, new landscaping and plantings shall be installed within the 20-foot strip as approved by the City Horticulturist, otherwise the following shall apply:***
- ***For front facing structures, the reserved area may be:***
- ***Left in its natural state;***
- ***Natural growth retained, but enhanced with addition of trees and shrubs.***

To the east, across Greeno Road is the location of the Greeno Professional Park (aka Dyas PUD) which was approved in April 2002. The permitted uses for this PUD include business and professional offices such as lawyers, doctors, banks, insurance, architects and similar uses. No retail is permitted. The PUD allows for 7 buildings with a maximum of 46,600 sq. ft.

At the corner of Greeno Road and Gayfer Avenue is the Greeno-Gayfer Medical Park. This site was originally proposed and approved, in February 12, 2007, as a strictly "medical use" PUD. In 2013, the applicant proposed an amendment to the PUD to include government offices in the allowed uses for the PUD. The amendment was approved on August 12, 2013 with the following condition: Only 25% of the existing building may be used for professional and governmental office use, the remainder of the PUD and all structures within the PUD shall maintain the allowed uses (medical) authorized by the initial PUD approval.

#### **Fairhope Comprehensive Plan Guidance**

The subject property is located to the north of the Greeno Road Village Center at Greeno Road and Fairhope Avenue.

Edges: According to the Comprehensive Plan, the edges of Greeno Road commercialization must have a clear edge—where it stops. At this time, the edge is not well defined. From Fairhope Avenue going north, the zoning changes from B-2 to B-4, back to R-1 and then to the Greeno-Gayfer Medical Park PUD at Gayfer Avenue and Greeno Road.

**Implementation Matrix-Development Framework:**

<ul style="list-style-type: none"> <li>■ Define the commercial growth of Greeno Rd. with edges, thus, ensuring an appropriate ending point.</li> </ul>
<ul style="list-style-type: none"> <li>❖ Create edges to commercial development on North and South Greeno Rd</li> </ul>
<ul style="list-style-type: none"> <li>❖ Extend commercial growth in proportion to population growth, not merely as a function of speculative zoning requests</li> </ul>
<ul style="list-style-type: none"> <li>❖ Only approve commercial growth that is contiguous to existing commercial activity, thereby eliminating leap frog commercial development</li> </ul>

Staff does have concern with commercial creep along Greeno Road to the north. However, the Implementation Matrix on page 48 of the Comprehensive plan supports approval of commercial growth that is contiguous to existing commercial activity, thereby eliminating leap frog commercial development. The subject property is being proposed as B-1 zoning which is contiguous to an existing B-4 zoned parcel, which would not present any leap frog commercial development.

Commercial Land Use: Fairhope must continue to develop and utilize its strict sign ordinance and landscaping requirements to prevent Greeno Road from becoming a bad example of strip development. The proposed re-zoning of B-1 will require the subject property to come into compliance with the landscape and sign ordinance requirements. The 2006 Comprehensive Plan “While a “strip” commercial configuration exists, the City would utilize zoning policies to limit the size and configuration.”

**City of Fairhope Comprehensive Plan Section 3, Visions and Goals include: Work to establish and maintain neighborhoods with a sense of community and ties to neighborhood-based businesses.**

The location of the proposed bank on the largest corridor in the City would tend to support the auto oriented use and not walkability or connectivity to the neighborhood. The location is one dimensional in terms of walkability due to Greeno Road being a barrier to a pedestrian connection to the east. Currently, there is one bank located in the immediate neighborhood vicinity on the west side of Greeno Road.

**City of Fairhope Comprehensive Plan Section 4, Land Use Plan.** The Comprehensive land use goals are silent with regards to this proposal. It appears that the site is located near the edge of the Greeno Road Village Center. The Village Center does show Commercial/Office as a possibility for this area; however, to date, Greeno Road has not developed as Commercial/Office this far north, with the exceptions being the Green-Gayfer Medical Park and the Dyas PUD at the corner of Greeno Road and Gayfer Avenue. The location for the proposed bank appears to be in the residential district portion of the Comprehensive Plan Land Use Map.

**City of Fairhope Comprehensive Plan Section 4.3 Development Framework.** Village Centers in the Comprehensive Plan, banks are supported in the Neighborhood Village Center. These

centers are small and focused on providing neighborhood-level services, for example: grocery store, personal services (dry cleaning, beauty salon, bank), restaurant and gas station. These convenience uses can be provided in an area of 60,000 to 180,000 square feet on approximately 8 to 18 acres. There appears to be some incongruence between the size requirements allowed by the comprehensive plan and the free standing Commercial Structure requirement in the zoning ordinance.

**Commercial Nodes:** The nodes allow commercial developments that are frequently commercial convenience uses. Land uses such as a gas station (nonrepair), bank, small shopping center, drug store, and restaurants are likely candidates at these locations. It is important to note that these nodes are just that, nodes and are only to be at the corners of intersections. These nodes should not and must not be the start of strip commercialization along the corridors.

Compliance with standards, goals, and intent of the Zoning Ordinance:

***City of Fairhope Zoning Ordinance***

***Article III Section C. 4., Free-standing Commercial Structures***

- a. Any freestanding single use or tenant retail building in the Greeno Road Village Center as contemplated in the Comprehensive Plan shall not have a building footprint larger than 18,000 square feet.***
- b. Any free standing single use or tenant retail building in any other business zoning district shall not have a building footprint larger than 8,000 square feet.***

***Article IV, Section B.2***

***(b) In any district where a commercial/industrial use abuts a residential use, screening/buffering shall be required. Acceptable screening/buffering shall include a wall or fence of solid appearance, or tight evergreen hedge not less than six feet (6') in height and a twenty foot (20') landscaped buffer containing at least one (1) overstory tree and five (5) shrubs per every twenty-five linear feet (25').***

***ORDINANCE NO. 1550 (known as the Low Impact Development Ordinance) amending the City of Fairhope Zoning Ordinance 1253 shall apply.***

General Impact and Compatibility Criteria:

**Character of the surrounding property:** The proposed development as a bank appears consistent with the area on Greeno Road between Fairhope Avenue and Gayfer Road.

**Adequacy of Public Infrastructure:** Fairhope Public Utilities will provide electric service to the above mentioned proposed development. Aid-to-construction charges will apply once construction drawings have been submitted. Gas is available off U.S. HWY 98. According to Dan McCrory, the following is available for the subject property: 12-inch water main and gravity sewer lines.

**Impacts on natural resources, including existing and on-going post development conditions:**

The subject property is a location that has been previously developed.

**Compliance with other City laws and regulations:** The City of Fairhope Landscape Ordinance will apply.

**Compliance with other Jurisdiction regulations and laws:** The applicant is proposing access on Greeno Road which will require ALDOT approval.

**Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values:** The proposed use as a bank is not anticipated to significantly add to the impacts of the adjacent properties to the south and east as it fronts on Greeno Road, which is a heavily used major thoroughfare with other low impact businesses. There could be concern from the adjacent residential neighbors (zoned R-1) with regards to increased traffic from the access of the development on Edwards Street. Again, the rezoning would create an encroachment into the established neighborhood, setting a potential precedent for additional commercial encroachment.

**Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts and property values:** The surrounding neighborhood may have some concern with regards to an additional commercial building encroaching toward the north, along Greeno Road.

**Staff Recommendation to Planning Commission:**

Upon the Planning Commission finding that this application is not commercial creep and leap frog development, staff would offer a favorable recommendation.

**Planning Commission Recommendation:**

On July 3, 2017, the Planning Commission voted 5 to 1 to deny the request and forward an **unfavorable** recommendation to the City Council to rezone the subject property from R-1 Low Density Single Family Residential District to B-1 Local Shopping District.



Mr. Peterson asked if there's such a demand for this type development why is the Hayek PUD still undeveloped. Dr. Thayer responded we cannot ask if there is a need for the project but review to make sure it meets the requirements.

The motion carried with the following vote: AYE – Charles Johnson, Ralph Thayer, Lee Turner, and Hollie MacKellar. NAY – Richard Peterson. ABSTAIN – Jimmy Conyers.

X  
**ZC 17.05 Public hearing to consider the request of S.E. Civil Engineering, LLC to rezone property from R-1 Low Density Single Family Residential District to B-1 Local Shopping District, Larry Smith.** The property is located on the northwest corner of the intersection of Edwards Avenue and US Hwy. 98 (a.k.a. Greeno Road), at 861 Edwards Avenue. Ms. Milford gave the staff report saying the property is approximately .9 acres and the proposed use is a bank. Upon the Commission finding that this application is not commercial creep and leap frog development, staff would offer a favorable recommendation. Mr. Smith addressed the Commission saying the site is contiguous with B-4 zoned property and commercial PUD across the street.

Mr. Turner opened the public hearing.

Elmer Vick of 102 Ingleside Terrace Circle – He stated access to Greeno Road from Edwards Avenue is already very difficult and this development will compound the problem. He noted B-1 allows much more than just a bank and he requested the Commission deny the request.

T.J. Murphy of 204 Tensaw Avenue – He stated this rezoning will set a precedent for the R-1 properties along Greeno Road. He said the Commission seems to be granting a lot of exceptions to the Comp. Plan. He explained the plans are not bad but they don't fit with the current Comp. Plan vision and should be denied. He said development should be driven by the community.

Mr. Dyess stated this request is different from the last case because this property is contiguous with existing commercially zoned property. He noted buffering would also be required between the incompatible uses if approved. He added the site falls under the threshold for site plan requirements and will not come back before the Commission.

Ronna Field Yeager of 105 Ingleside Terrace Circle – She stated concerns with the entrance into the property and the increased traffic on Edwards Avenue. She asked what is proposed. Mr. Turner explained the applicants have indicated a bank is to be developed but he noted there are multiple uses allowed in the B-1 zoning district.

Jerome O'Brien of 9985 Gayfer Road Extension – He stated he is representing the bank for real estate purposes. He explained there will be a 20' buffer along the east and west sides of the property. He noted the hours will be 9 to 5 Monday through Friday with an ATM and drive-thru. He stated the applicant would have requested a more stringent zoning but B-1 is the only zoning district which allows a bank. Mr. Dyess explained the property will have to meet the requirements of the Zoning Ordinance for use and buffering if the application is approved. He cited Article IV, Section B. for buffering requirements.

Having no one else present to speak, Mr. Turner closed the public hearing.

Dr. Thayer asked if there will be an ATM and noted at other locations the lighting seems to be intrusive but necessary due to safety. Mr. Dyess stated lighting is a valid concern and a 10' pole height limit with no-spill covers will help to alleviate those issues. He stated, if approved, the site plan will be reviewed to verify compliance with all current regulations. Mr. Conyers asked if there is another more restrictive zoning district which allows a bank and Mr. Dyess responded no. Mr. Peterson asked for a definition of the

buffer. Mr. Dyess explained the buffers are landscaping. Mr. Turner asked the width of the buffers and Mr. Dyess answered 20'. Mrs. MacKellar asked about signage and Mr. Dyess stated it will be a constrained site but it will have to meet all the requirements and regulations. There was discussion regarding a possible plan or overlay district for Greeno Road and the process to make those amendments or revisions to the City regulations. Richard Peterson made a motion to approve the zoning change request. Motion failed for lack of a second.

Mr. Conyers suggested tabling the application for more discussion and Mr. Watson stated the 30-day continuance does not apply in this situation. Mrs. MacKellar asked if there are more applications coming for this area and Mr. Dyess responded yes. Mr. Smith requested the Commission vote and either deny or approve the request to be forwarded to City Council.

Richard Peterson made a motion to approve the zoning change request. Motion failed for lack of a second.

Charles Johnson made a motion to deny the zoning change request. Ralph Thayer 2<sup>nd</sup> the motion and the motion carried with the following vote: AYE – Charles Johnson, Ralph Thayer, Lee Turner, Hollie MacKellar, and Jimmy Conyers. NAY – Richard Peterson.

**ZC 17.06 Public hearing to consider the request of S.E. Civil Engineering, LLC to rezone property from RA Residential/Agriculture to R-2 Medium Density Single Family Residential District, Larry Smith.** The property is located on the north side of Windmill Road just east of US Hwy. 181, at 10143 Windmill Road. Mr. King gave the staff report saying the property is approximately 46,969 sq. ft. with one existing home on the site. The applicant is also proposing a 2 lot minor subdivision of the subject property. Staff recommendation is to approve the zoning change as requested. Mr. Smith addressed the Commission saying there are several surrounding parcels zoned R-2. Mr. Turner opened the public hearing. Having no one present to speak, he closed the public hearing.

Jimmy Conyers made a motion to accept the staff recommendation to approve the zoning change as requested. Ralph Thayer 2<sup>nd</sup> the motion and the motion carried unanimously.

**SD 17.13 Public hearing to consider the request of S.E. Civil Engineering, LLC for Plat approval of Lyons Subdivision, a 2-lot minor division, Larry Smith.** The property is located on the north side of Windmill Road just east of US Hwy. 181, at 10143 Windmill Road. Mr. King gave the staff report saying the property is approximately 46,969 sq. ft. with one existing home on the site and 2 lots are proposed. Staff recommendation is to approve contingent upon the following condition:

1. City Council shall approve the rezoning request for the subject property.

Mr. Smith was present to answer any questions.

Mr. Turner opened the public hearing. Having no one present to speak, he closed the public hearing.

Jimmy Conyers made a motion to accept the staff recommendation to approve contingent upon the following condition:

1. City Council shall approve the rezoning request for the subject property.

Ralph Thayer 2<sup>nd</sup> the motion and the motion carried unanimously.

**SD 17.15 Public hearing to consider the request of Dewberry/Preble-Rish, LLC for Final Plat approval of Fox Hollow, Phase 1, a 52-lot subdivision, Andy Bobe.** The

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

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

SECTION 1. It is hereby established and declared that the following described real property of the City of Fairhope, Alabama, is no longer needed for public or municipal purposes, to-wit:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, BLOCK A, UNIT ONE, BIG HEAD HUMMOCK SUBDIVISION AS RECORDED IN MAP BOOK 7, PAGE 121 IN THE OFFICE OF THE JUDGE OF PROBATE, BALDWIN COUNTY, ALABAMA; THENCE SOUTH 37°39'00" WEST A DISTANCE OF 100.02 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE CONTINUE SOUTH 37°39'00" WEST A DISTANCE OF 203.85 FEET TO A CAPPED IRON ROD AND THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN; THENCE SOUTH 28°37'42" EAST A DISTANCE OF 164.65 FEET TO A POINT; THENCE SOUTH 43°01'42" EAST A DISTANCE OF 14.45 FEET TO A POINT; THENCE SOUTH 80°17'51" EAST A DISTANCE OF 86.88 FEET TO A POINT; THENCE SOUTH 34°27'17" EAST A DISTANCE OF 196.91 FEET TO A POINT; THENCE SOUTH 08°55'53" EAST A DISTANCE OF 108.33 FEET TO A POINT; THENCE SOUTH 58°05'07" EAST A DISTANCE OF 102.14 FEET TO A POINT; THENCE SOUTH 11°27'37" WEST A DISTANCE OF 25.13 FEET TO A POINT; THENCE NORTH 78°32'23" WEST A DISTANCE OF 151.64 FEET TO A POINT; THENCE NORTH 08°55'53" WEST A DISTANCE OF 94.42 FEET TO A POINT; THENCE NORTH 40°58'42" WEST A DISTANCE OF 144.60 FEET TO A POINT; THENCE NORTH 36°10'06" WEST A DISTANCE OF 93.51 FEET TO A POINT; THENCE NORTH 04°55'12" EAST A DISTANCE OF 40.67 FEET TO A POINT; THENCE NORTH 43°01'42" WEST A DISTANCE OF 17.29 FEET TO A POINT; THENCE NORTH 30°08'50" WEST A DISTANCE OF 156.90 FEET TO A POINT; THENCE NORTH 37°39'00" EAST A DISTANCE OF 26.31 FEET TO THE POINT OF BEGINNING; PARCEL CONTAINS 41708.3 SQUARE FEET (1.0 ACRES), MORE OR LESS.

SECTION 2. Pursuant to the authority granted by Section 11-47-20 of the Code of Alabama of 1975, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Fairhope, Alabama, a warranty deed, a copy of which is on file in the office of the City Clerk, whereby the City of Fairhope, Alabama, does convey the premises described in Section 1, hereof to Fairhope Single Tax Corporation, subsection to the approval of the Tatumville Subdivision, for and in consideration of the sum of \_\_\_\_\_ dollars (\$\_\_\_\_\_).

SECTION 3. 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.

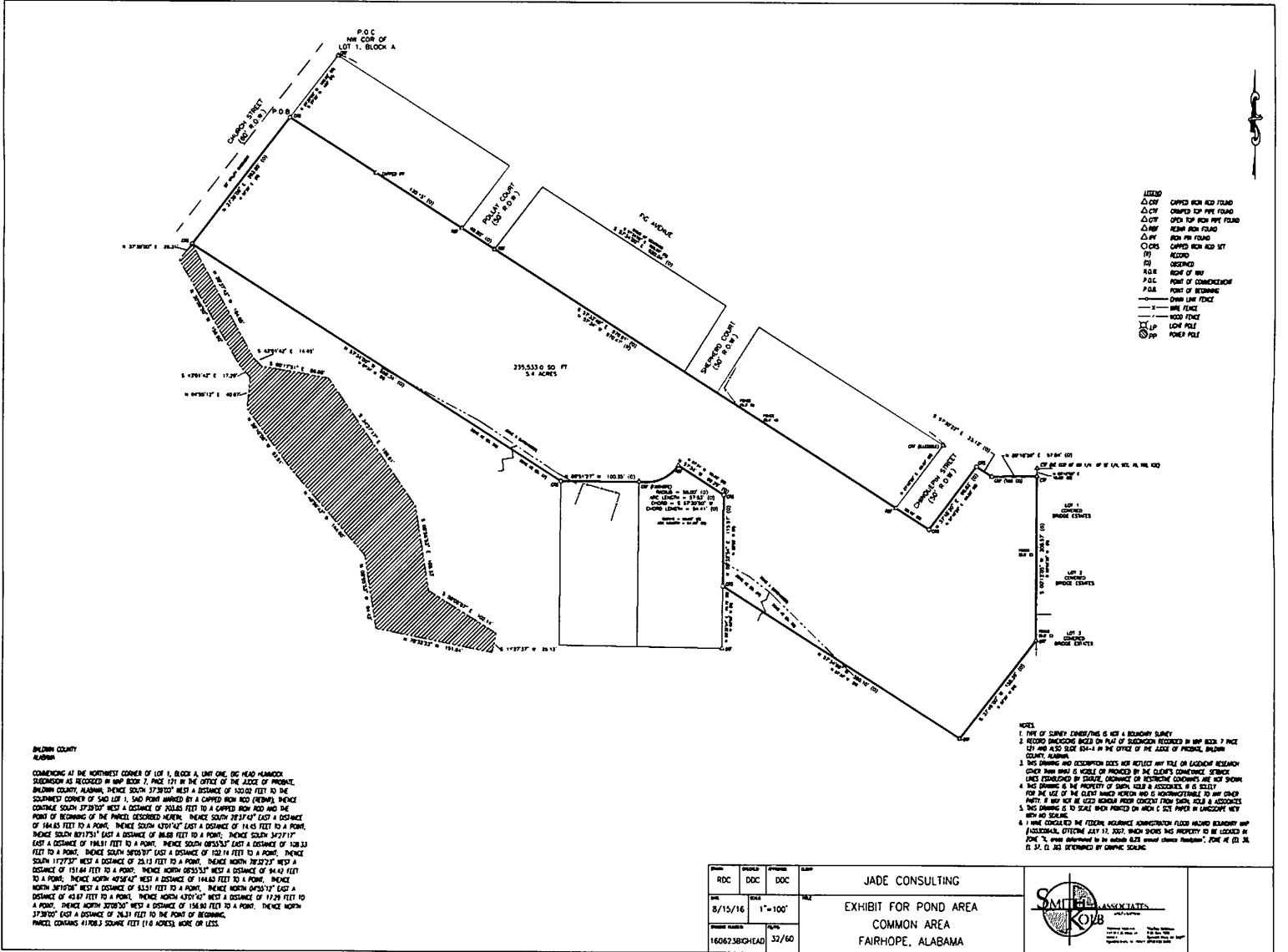
SECTION 4. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 25TH DAY OF SEPTEMBER, 2017

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

ATTEST:

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

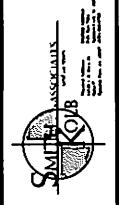
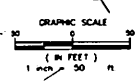
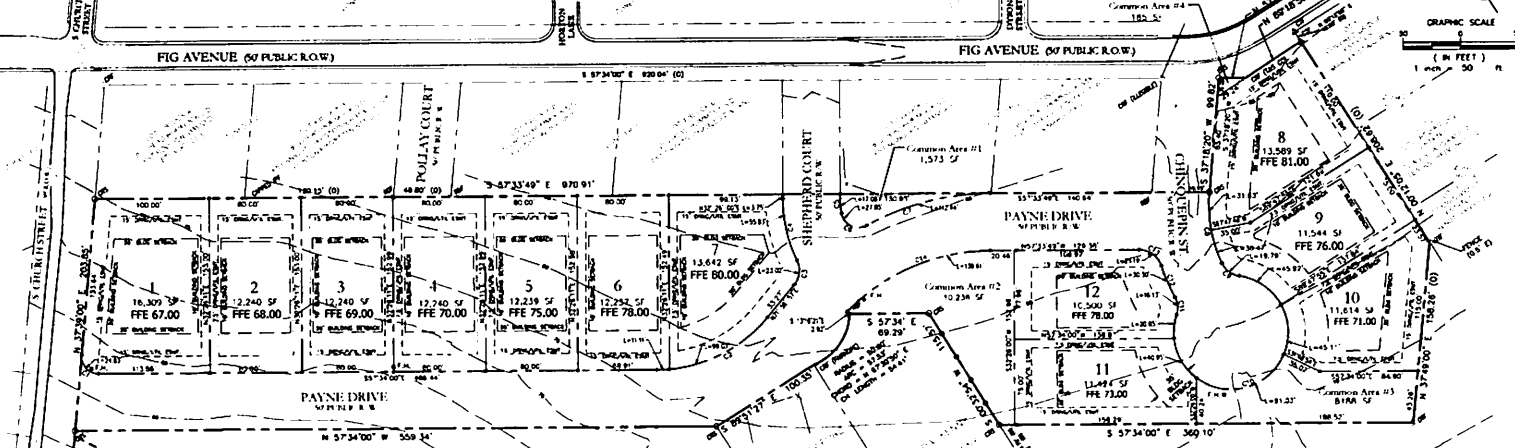


DATE	SCALE	PROJECT	CLIENT
RDC	DOC	DOC	
8/15/16	1"=100'		JADE CONSULTING
PROJECT NUMBER	SHEET	EXHIBIT FOR POND AREA COMMON AREA FAIRHOPE, ALABAMA	
16062383-HEAD	32/60		

# TATUMVILLE SUBDIVISION

## A SINGLE-FAMILY RESIDENTIAL NEIGHBORHOOD

DATE: NOVEMBER 2016



**Engineer's Certificate**

I, the undersigned, a registered engineer in the State of Alabama holding Certificate Number 25748, hereby certify that I have designed the within improvements in conformity with applicable codes and laws and with the principles of good engineering practice. I further certify that I have observed the construction of the within improvements, that the same conforms to my design, that the within is a true and accurate representation of improvements as installed and that said improvements are hereby recommended for acceptance by the City of Fairhope, Alabama.

**ENGINEER'S CERTIFICATE**

I, the undersigned, a registered engineer in the State of Alabama holding Certificate Number 25748, hereby certify that I have designed the within improvements in conformity with applicable codes and laws and with the principles of good engineering practice. I further certify that I have observed the construction of the within improvements, that the same conforms to my design, that the within is a true and accurate representation of improvements as installed and that said improvements are hereby recommended for acceptance by the City of Fairhope, Alabama.

PERCY C. JOHNSON, II      DATE: \_\_\_\_\_  
PROJECT ENGINEER

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

STATE OF ALABAMA  
COUNTY OF BALDWIN

WE, FAIRHOPE SINGLE TAX CORP., AS OWNER, HAVE CAUSED THE LAND EMPHATICALLY IN THE WITHIN PLAT TO BE SURVEYED, LADD OUT, AND PLATTED TO BE KNOWN AS, TATUMVILLE SUBDIVISION, A PART OF SECTION \_\_\_\_\_, TOWNSHIP SOUTH, RANGE EAST, BALDWIN COUNTY, ALABAMA, AND THAT THE USES THEREOF, AS SHOWN ON SAID PLAT ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016

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

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

**CERTIFICATION OF FLOOD HAZARD ZONE**

THIS IS TO CERTIFY THAT WE HAVE CONSULTED THE FEDERAL INSURANCE ADMINISTRATION FLOOD HAZARD BOUNDARY MAP #100380A01, EFFECTIVE JULY 17, 2007, WHICH SHOWS THIS PROPERTY TO BE LOCATED IN ZONE "X", areas determined to be outside 0.2% annual chance floodplain, ZONE AE (1% A.E. 1% 1% 1%) DETERMINED BY GRAPHIC SCALING.

ENGINEER/SURVEYOR FOR THE APPLICANT: \_\_\_\_\_

**ENGINEER'S CERTIFICATE**

I, the undersigned, a registered engineer in the State of Alabama holding Certificate Number 25748, hereby certify that I have designed the within improvements in conformity with applicable codes and laws and with the principles of good engineering practice. I further certify that I have observed the construction of the within improvements, that the same conforms to my design, that the within is a true and accurate representation of improvements as installed and that said improvements are hereby recommended for acceptance by the City of Fairhope, Alabama.

**CERTIFICATION BY NOTARY PUBLIC**

STATE OF ALABAMA  
COUNTY OF BALDWIN

I, \_\_\_\_\_, a Notary Public in and for the County of Baldwin, in the State of Alabama do hereby certify that \_\_\_\_\_, whose name as hereinafter is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, and as such officer and with full authority, executed the same voluntarily for the act of said corporation.

GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016

NOTARY PUBLIC: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY FAIRHOPE UTILITIES-WATER & SEWER**

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE UTILITIES, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016.

AUTHORIZED REPRESENTATIVE OF FAIRHOPE UTILITIES: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY FAIRHOPE UTILITIES-GAS**

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE UTILITIES, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016.

AUTHORIZED REPRESENTATIVE OF FAIRHOPE UTILITIES: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY AT&T**

THE UNDERSIGNED, AS AUTHORIZED BY AT&T, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016.

AUTHORIZED REPRESENTATIVE OF AT&T: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY CITY OF FAIRHOPE-POWER**

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE UTILITIES, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016.

AUTHORIZED REPRESENTATIVE OF FAIRHOPE UTILITIES: \_\_\_\_\_

**CERTIFICATE OF APPROVAL BY AT&T**

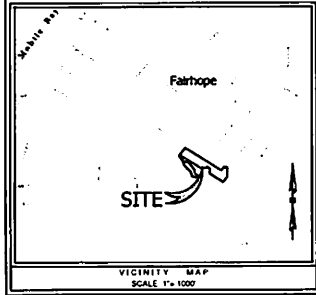
THE UNDERSIGNED, AS AUTHORIZED BY AT&T, HEREBY APPROVE THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2016.

AUTHORIZED REPRESENTATIVE OF AT&T: \_\_\_\_\_

**PARCE CURVE DATA**

SEQUENT	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD ANGLE
C1	24.93	18.00	89.72	S 87° 51' 30" W	22.10 16.43
C2	110.14	175.00	50.46	S 68° 46' 30" E	108.01 58.93
C3	23.00	20.00	86.94	N 83° 46' 30" E	21.77 19.97
C4	50.83	125.00	28.78	S 74° 30' 30" W	50.37 28.28
C5	17.00	75.00	13.00	S 58° 46' 30" E	17.00 6.56
C6	27.83	150.00	108.36	S 53° 02' 30" E	24.02 30.04
C7	112.44	225.00	26.83	N 71° 32' 30" W	111.28 57.42
C8	82.10	120.00	29.63	S 27° 26' 30" W	81.41 20.76
C9	18.78	20.00	96.88	S 30° 41' 30" E	18.89 10.79
C10	244.02	50.00	278.83	S 88° 11' 30" E	84.53 42.24
C11	16.13	20.00	48.20	N 47° 29' 30" E	15.89 8.53
C12	30.30	170.00	10.21	S 8° 29' 30" W	30.28 15.19
C13	25.18	20.00	72.11	N 27° 28' 30" W	25.64 14.56
C14	138.61	175.00	45.71	N 60° 25' 10" E	135.94 73.76



**SITE DATA**

OWNER/DEVELOPER  
FAIRHOPE SINGLE TAX CORP.  
176 FAIRHOPE AVE.  
FAIRHOPE, AL 36532  
(251) 463-3374

ENGINEER  
PERCY C. JOHNSON, II, P.E.  
ALA. LIC. NO. 25748  
208 GREENBROOK NORTH, STE. C  
FAIRHOPE, ALABAMA 36532  
(251) 463-3343

SURVEYOR  
DANIEL O. CLARK, P.E.  
ALA. LIC. NO. 27720  
P.O. BOX 2004  
SPANISH CREEK, ALABAMA 36577  
(251) 463-0400

**BUILDING SETBACKS**

FRONT: 25 FT.  
REAR: 25 FT.  
SIDE: 20 FT.  
(10 FT STREET SIDE SETBACK)  
(15 FT DRIVEWAY SIDE SETBACK)

**ZONING**  
R-2 SINGLE-FAMILY RESIDENTIAL NEIGHBORHOOD

**JADE CONSULTING, LLC**  
1800 S. Greenbriar, Fairhope, Alabama 36532  
P.O. Box 100, Fairhope, Alabama 36532  
(251) 463-3374

PARCELS: 05-46-03-374-014-178-507  
05-46-04-19-4-020-020-020  
05-46-03-374-014-178-508  
05-46-04-19-4-020-020-021

TOTAL ACRES OF SITE: 6.36 AC.  
NUMBER OF LOTS: 12  
MAXIMUM PRINCIPLE STRUCTURE LOT COVERAGE: 37%  
TOTAL COMMON AREA: 61,535 SF (27%)  
DENSITY: 1.89 UNITS PER ACRE  
MAXIMUM BUILDING HEIGHT: 30'  
(AS MEASURED BY CITY OF FAIRHOPE ZONING ORDINANCE)  
LARGEST LOT: 16,369 SF.  
SMALLEST LOT: 10,500 SF.

FAIRHOPE-1970-3D  
SCALE: 1"=50'  
DATE: FEB. 2017  
DRAWN BY: JMC

NO.	DATE	BY	REVISION
1	04/18/17	JMC	PRELIMINARY PLAT
2	07/20/17	JMC	CITY COMMENTS
3	11/17/16	JMC	CITY COMMENTS
4	11/17/16	JMC	REVISION

**TATUMVILLE SUBDIVISION**  
PRELIMINARY PLAT  
FAIRHOPE SINGLE TAX CORP.

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

**AN ORDINANCE TO AMEND AND ADD TO ARTICLE VII. EROSION AND SEDIMENT CONTROL (AMENDING ORDINANCE NUMBER 1398 KNOWN AS FAIRHOPE EROSION AND SEDIMENT CONTROL ORDINANCE)**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Article VI, Sections 7-154, 7-155, 7-156, 7-158, 7-159, and 7-164, are hereby amended to reflect the following changes and additions:

**ARTICLE VII. - EROSION AND SEDIMENT CONTROL**

**Section 7-154 Definitions.**

**Add the following definition:**

Development Site. Any parcel of land 5 acres or greater converted into construction ready housing, commercial or industrial building sites. The development process involves improvements that have indefinite life, such as draining, dredging, excavating, filing, grading, paving, and the building of structures.

The Balance of Section 7-154 remains as written and codified.

**Section 7-155 Permits.**

**Amend the following:**

No person, firm or corporation shall engage in any land disturbance activity within the city permitting jurisdiction until the landowner has obtained a permit therefore from the city. Once permit is received, permittee should immediately install those control measures (BMPs) specified on the site erosion and sediment control plan, if any, as well as the city BMP minimum requirements. Furthermore, land disturbance activity (except that which is necessary to install such BMPs) shall not commence until an "initial BMP inspection" is completed, to ensure conformance with the developer's plan as approved by the QCP and the city BMP minimum requirements.

In most cases, the land disturbance permit review period will be within forty-eight (48) hours (for single-family developments not near a critical area). For those projects requiring an erosion and sediment control plan, the review period shall be within thirty (30) days.

A bond may be required as is deemed necessary by the City of Fairhope.

Under emergency conditions, including utility repairs, permit may be obtained on the next day of business.

Exemptions: Silviculture that does not involve removal of root systems, gardening, and agriculture. Refer to the city tree ordinance. If silviculture activities take place on a site prior to develop work, the site must be re-stabilized before building permits will be issued.

**Section 7-156 Erosion and Sediment Control Plan.**

**Amend the following:**

- A. Applicable for developments classified as multifamily (3 units or more), subdivisions, commercial, development sites, and industrial construction, and/or those in critical areas.
- D. Submittal, Review, and Approval Procedures:
  - 3. The City shall:
    - b. City may elect to require a third-party review for sites in or near critical areas. All costs associated with a third-party review will be paid by the applicant.

The Balance of Section 7-156 remains as written and codified.

**Section 7-158 Design Requirement.**

**Amend and Add the following:**

**A. Clearing and Grading**

2. Clearing techniques that retain natural vegetation and natural drainage patterns will be required. Clearing of vegetation may not exceed more than 20' past the footprint of the proposed structure, no more than 20' past the curb and gutter location for work in Right of Ways, and no more than the designed width of any drainage or utility easement that contains drainage conveyances (swales, underground piping, etc.) and building utilities. Requests to exceed these requirements may be made to the Building Department and will be reviewed on a case by case basis.
5. Cut and fill slopes shall be no greater than 3:1, except as approved by the City of Fairhope. Any site with slopes greater than 3:1 or adjacent to a critical area will be subject to additional requirements as determined by the City of Fairhope and/or a third-party consultant.
6. In the case of development sites with multiple buildings, no more than one phase of the project may be under construction at one time. Multiple buildings within a phase may be constructed at one time, however for each phase, no more than fifty percent (50%) of the total land area for that phase may be cleared or permits for structures issued at any one time. The fifty percent (50%) total is inclusive of all building pads, roads, Right of Ways, or any other disturbed portion of the phase. If the overall site plan is not phased and the entire project is intended to be constructed at the same time, no more than thirty-five percent (35%) of the total site may be disturbed at any one time.

**B. Erosion Control**

1. Stabilization Requirements – Any area of land from which the natural vegetative cover has been either partially or wholly cleared or removed by development activities shall be revegetated within ten (10) days from the substantial completion of such clearing and prior to the issuance of any building permits for construction. The following criteria shall apply to revegetation efforts: Reseeding must be done with an annual or perennial cover crop accompanied by placement of a mulch material or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over 90 percent (90%) of the seeded area.
2. Vegetative erosion control methods, such as seeding, must provide a coverage of at least ninety percent (90%) before permits for construction will be issued for any buildings. If during construction the vegetative cover is damaged or removed the City of Fairhope will require that the site be reseeded, sodded or stabilized with alternative cover.
9. If multiple buildings are under construction simultaneously, full stabilization with either sod or aggregate base on all disturbed areas will be required prior to the issuance of multiple building permits. Aggregate must be maintained throughout the construction process and may be removed when final sodding is installed.

**E. Construction Site Access**

3. In the case of development sites, any designated roads within the site shall either be paved or fully stabilized with an aggregate base the full width of the road. This base shall meet the requirements of Sections 801 and 825 of the ALDOT Standard Specifications for Highway Construction – 2002 edition.

**F. Completion of Construction Activities**

1. All open channels and ditches shall be sodded upon final inspection, seed and mulch shall not be accepted. If sod is used on slopes, corners will need to be pinned per the *Alabama Handbook*. Open channels may receive rip rap or gabion stone stabilization materials if specified by a Professional Engineer.

Ordinance No. \_\_\_\_\_

Page -3-

2. Common areas, such as detention basins, shall be sodded upon final inspection. Seed and mulch shall not be accepted.

The Balance of Section 7-158 remains as written and codified.

#### **Section 7-159 Inspections**

**Amend the following:**

- B. The owner or contractor shall also make daily and rain event inspections of all control measures throughout the construction process to ensure the overall effectiveness of the Erosion and Sediment Control Plan. The applicant must provide copies of any inspection reports to the City of Fairhope upon request.

The Balance of Section 7-159 remains as written and codified.

#### **Section 7-164 Permit Fees**

**Amend the following:**

The Permit Fee for a Land Disturbance Permit is as follows:

Fees shall be assessed at a cost of \$5.00 per \$1,000.00 of the value of the work.

The Balance of Section 7-164 remains as written and codified.

**Section. 2** 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. 3** This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 25TH DAY OF SEPTEMBER, 2017

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

ATTEST:

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



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## ARTICLE VII. - EROSION AND SEDIMENT CONTROL <sup>151</sup>

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### **Sec. 7-151. - Title.**

This article shall be known as and called the Erosion and Sediment Control Ordinance.

*(Ord. No. 1398, § I, 8-10-09)*

### **Sec. 7-152. - Jurisdiction.**

The provisions of this article shall apply to all lands within the permitting jurisdiction of the City of Fairhope.

*(Ord. No. 1398, § II, 8-10-09)*

### **Sec. 7-153. - Purpose.**

During the construction process, soil is most vulnerable to erosion by wind and water. Eroded soil endangers water resources by reducing water quality and causing the siltation of aquatic habitat for fish and other desirable species. Eroded soil also necessitates repair of sewers and ditches, dredging of watercourses, and causes air quality impacts when sediment particles become entrapped in the atmosphere. In addition, clearing and grading during construction causes the loss of native vegetation. Vegetation holds the soil in place, holds and filters stormwater, provides habitat for terrestrial and aquatic life, and provides a healthy living environment for Fairhope citizens.

As a result, the purpose of this local regulation is to safeguard persons, protect property, prevent damage to the environment and promote the public welfare by guiding and regulating the design, construction, use, and maintenance of **land disturbances** in the City of Fairhope.

*(Ord. No. 1398, § III, 8-10-09)*

### **Sec. 7-154. - Definitions.**

*Alabama Handbook* means the most current issue of *Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas* (Alabama Handbook) - Volume 1 and Volume 2 from the Alabama Soil and Water Conservation Committee provide guidance for the prevention or minimization of problems related to erosion, sedimentation and stormwater management on construction sites and erodible urban areas. *The Alabama Handbook* provides a basis for developing sound plans implementing appropriate measures (BMPs).

*Best management practice (BMP).* An action which landowners, developers, and/or contractors can take to reduce the impact of human activity on the natural environment. BMPs to control pollutant discharges from **land disturbance** can be divided into two (2) main categories: structural and nonstructural measures to minimize quantity and maximize quality of stormwater runoff from a construction site. BMPs can include sediment and erosion control measures, good housekeeping measures, and stormwater measures. Erosion and sediment controls can each be further described as permanent controls and/or temporary controls. BMPs shall meet or exceed recognized effective industry standards as outlined in the *Alabama Handbook*.

*BMP minimum requirements.* Those basic and standard practices, devices and/or policies as set forth and approved by the city enforcement officers, to serve as a minimal (but not inclusive) level of protection on all sites requiring a **land disturbance** permit, including single-family residential.

*Buffer.* An undisturbed area along a wetland, shoreline or watercourse where development and/or redevelopment is prohibited by any applicable law, ordinance, rule or regulation. The vegetated target for the buffer shall be undisturbed native vegetation.

*Control Measures.* Those best management practice devices as specified on the site erosion and sediment control plan (aka BMP plan), as well as those specified in the City of Fairhope "BMP Minimum Requirements" guideline. Control measures may include, but are not limited to, hay bales, silt fences, earthen berms, retaining walls, temporary or permanent ditch checks, check dams, riprap dams, stormwater retention devices or sediment traps, and any measure certified by an Alabama Professional Engineer or QCP.

*Critical areas.* Environmentally and ecologically sensitive areas to include but not limited to high risk areas for erosion and/or those within one hundred (100) feet of floodways, floodplains, wetlands, water courses and gullies, whether applicable to a single-family dwelling or otherwise.

*Development Site.* Any parcel of land 5 acres or greater converted into construction ready housing, commercial, or industrial building sites. The development process involves improvements that have indefinite life, such as draining, dredging, excavating, filling, grading, paving, and the building of structures.

*Drainage way.* Any channel that conveys surface runoff through the site, whether intermittent or permanent.

*Erosion and sediment control plan (BMP plan, construction best management practices plan or CBMPP).* Research, planning, processes, activities, and practices implemented for the prevention of pollutants in stormwater to the maximum extent practicable. This plan identifies site specific measures and sequencing to be used for the control of erosion and sediment on a development site before, during and after construction.

*Erosion control.* Measures that prevent erosion (process by which the land surface is worn away).

*Grading.* Altering the shape of ground surfaces to a predetermined condition; this includes, but is not limited to stripping, cutting, filling, stockpiling and shaping or any combination thereof, and shall include the land in its cut or filled condition.

**Land disturbance.** For purposes of this article, any grading, filling, draining, excavating, ditching or other earthmoving operation which could result in damage to adjacent lands, public or private, from erosion thereto or siltation thereof shall be deemed **land-disturbance** activity. The cutting of trees (i.e. silviculture) that does not create or aggravate erosion shall not be deemed **land-disturbance**.

**Land disturbance permit.** A permit issued by the City of Fairhope for the construction or alteration of ground.

*Perimeter control.* A barrier that prevents sediment from leaving a site either by filtering sediment-laden runoff or diverting it to a sediment trap or basin.

*Phasing.* **Land disturbance** of a parcel of land in distinct phases, with the stabilization of each phase before the clearing of the next.

*Pollutant.* includes, but is not limited, to dredged spoil, solid waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, silt, sediment and industrial, municipal and agricultural waste discharged into water.

*QCP.* "Qualified credentialed professional" means any staff member of the Alabama Department of Environmental Management (ADEM), designated by the director of ADEM, a professional engineer, an Alabama Natural Resources Conservation Service professional designated by the state conservationist, or a certified professional in erosion and sediment control (CPESC). A QCP includes a registered landscape architect, a registered land surveyor, a professional geologist, a registered forester, a registered environmental manager as determined by the National Registry of Environmental Professionals (NREP), and a certified professional soil scientist (CPSSc) as determined by ARCPACS, and other department

accepted professional designations, certifications, and/or accredited university programs that can document requirements regarding proven training, relevant experience, and continuing education, that enable recognized individuals to prepare CBMPPs, to make sound professional judgments regarding Alabama NPDES rules, the requirements of this chapter, planning, design, implementation, maintenance, and inspection of construction sites, receiving waters, BMPs, remediation/cleanup of accumulated offsite pollutants from the regulated site, and reclamation or effective stormwater quality remediation of construction associated **land disturbances**, that meet or exceed recognized technical standards and guidelines, effective industry standard practices, and the requirements of this chapter. The QCP shall be in good standing with the authority granting the registration or designation.

*QCI.* "Qualified credentialed inspector (QCI)" means an operator, operator employee, or operator designated qualified person who has successfully completed initial training and annual refresher qualified credentialed inspection program (QCIP) training, and holds a valid certification from an ADEM department approved cooperating training entity.

*Sediment control.* Measures that prevent and/or minimize eroded sediments from leaving the site.

*Silviculture.* The care and cultivation of trees; forestry.

*Stabilization.* Practices that prevent exposed soils from eroding.

*Start of construction.* Beginning with the first **land disturbance** activity associated with a development, including installation of BMPs, and followed by land preparation such as clearing, excavation, grading, and filling.

*Watercourse.* Gullies, rivers, streams, intermittent streams, ditches, brooks, channels, lakes ponds, manmade ponds, estuarine waters, swamps, bogs, vernal pools, and all other bodies of water, natural or artificial, intermittent or permanent, public or private which have defined banks of water at least a portion of each year.

*Waterway.* A channel that directs surface runoff to a watercourse, or to the public storm drain.

*Wetland.* Areas and waters that are inundated or saturated by surface water or ground water at a frequency and duration sufficient to support, and under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated conditions. Wetlands generally include, but are not limited to, lands and water meeting this definition and otherwise often referred to as swamps, marshes, bogs,

wetland meadows, ephemeral and tributary streams, grady ponds, vernal pools, banks, reservoirs, ponds, lakes and lands under water bodies. The primary ecological parameters for identifying wetlands include hydric soils, hydrophytic vegetation, and hydrologic conditions reflecting temporary or permanent inundation or saturation.

*(Ord. No. 1398, § IV, 8-10-09)*

### **Sec. 7-155. - Permits.**

No person, firm or corporation shall engage in any **land disturbance** activity within the city permitting jurisdiction until the landowner has obtained a permit therefore from the city. Once permit is received, permittee should immediately install those control measures (BMPs) specified on the site erosion and sediment control plan, if any, as well as the city BMP minimum requirements. Furthermore, **land disturbance** activity (except that which is necessary to install such BMPs) shall not commence until an "initial BMP inspection" is completed, to ensure conformance with the developer's plan as approved by the QCP and the city BMP minimum requirements.

In most cases, the **land disturbance** permit review period will be within forty-eight (48) hours (for single-family developments not near a critical area). For those projects requiring an erosion and sediment control plan, the review period shall be within thirty (30) days.

A bond may be required as is deemed necessary by the City of Fairhope.

Under emergency conditions, including utility repairs, permit may be obtained on the next day of business.

Exemptions: Silviculture that does not involve removal of root systems, gardening, and agriculture. Refer to the city tree ordinance. **If silviculture activated take place on a site prior to develop work, the site must be re-stabilized before building permits will be issued.**

*(Ord. No. 1398, § V, 8-10-09)*

### **Sec. 7-156. - Erosion and sediment control plan.**

(a)

Applicable for developments classified as multifamily (three (3) units or more), subdivisions, commercial, **development sites**, and industrial construction, and/or those in critical areas.

(b)

The plan shall be prepared by a certified erosion and sediment control specialist, such as a qualified credentialed professional (QCP), a certified professional of erosion and sediment control (CPESC) and/or a professional engineer.

(c)

The plan shall at a minimum include the following:

(1)

Map identifying topography, natural features such as watercourses, waterways, and wetlands, buffers, and proposed construction areas.

(2)

Sequence (and timeline) of construction of the development, such as BMP installation, phasing, clearing and grading, drainage installation, utility installation, infrastructure and building construction, and landscaping.

(3)

Erosion and sediment controls used throughout all phases of construction and details of permanent stabilization methods to be used at completion.

(4)

Provisions for maintenance of erosion and sediment controls, as well as daily and rain event inspections for effectiveness of controls.

(d)

Submittal, review, and approval procedures.

(1)

Erosion and sediment control plan shall be submitted in conjunction with the **land disturbance** permit application.

(2)

Review of each Erosion and sediment control plan shall be within thirty (30) days of submittal to determine the plan's conformance with these provisions

(3)

The city shall:

a.

Review the plan with reasonable, justifiable conditions to accomplish objectives and ensure that the plan meets or exceeds the provisions of the city BMP minimum requirements and the *Alabama Handbook*

b.

City may elect to require a third party review for sites in or near critical areas. **All costs associated with a third party review will be paid by the applicant.**

(e)

Modifications to the plan.

(1)

Major modifications to the erosion and sediment control plan, such as the redesign of BMPs or removal of BMPs, shall be

submitted to the city building department and shall be processed and approved, or disapproved, in the same manner as the original plan.

(2)

Minor modifications to the erosion and sediment control plan, such as the use of additional temporary BMPS, may be addressed on site as needed to ensure compliance with the provisions.

(3)

IF a BMP failure occurs, as deemed by the city inspector, the city may require that the erosion and sediment control plan be modified and resubmitted.

(f)

All sites, including single-family residential, shall comply with the city BMP minimum requirements specifications, as well as the erosion and sediment control plan (if any).

(Ord. No. 1398, § VI, 8-10-09)

### **Sec. 7-157. - Erosion and sediment control training.**

Contractors, developers and landowners applying for a **land disturbance** or building (construction) permit must be currently CPESC (certified professional in erosion and sediment control), QCP or QCI qualified, unless an erosion and sediment control plan prepared by a certified erosion and sediment control specialist has been submitted. Home/property owners acquiring a **land disturbance**/building/construction permit shall verify receipt of *The Alabama Handbook* and shall be responsible for reviewing the methods described within.

(Ord. No. 1398, § VII, 8-10-09)

### **Sec. 7-158. - Design requirement.**

Erosion control practices, sediment control practices, and waterway crossings shall meet the design criteria set forth in the most recent version of the *Alabama Handbook* and shall be adequate to prevent transportation of sediment from the site to the satisfaction of the city.

(a)

*Clearing and grading.*

(1)

Clearing and grading of natural resources, such as wetlands, waterways, and watercourses, shall not be permitted, except when in compliance with all other chapters of this Code and as permitted by the City of Fairhope Wetland Ordinance No. 1370, United States Army Corps of Engineers, the state department of

environmental management, and any and all federal, state and local regulations.

(2)

Clearing techniques that retain natural vegetation and natural drainage patterns ~~are strongly encouraged~~ will be required. Clearing of vegetation may not exceed more than 20' past the footprint of the proposed structure, no more than 20' past the curb and gutter location for work in Right of Ways, and no more than the designed width of any drainage or utility easement that contains drainage conveyances (swales, underground piping, etc) and building utilities. Requests to exceed these requirements may be made to the Building Department and will be reviewed on a case by case basis.

(3)

Phasing shall be required on all sites, with the size of each phase to be established by the QCP and approved by the city. The city planning commission may allow exceptions on a case by case basis for a justifiable reason. A BMP or erosion control plan will be required for each phase of clearing. The city strongly encourages that parcels/lots not be cleared unless construction will begin immediately.

(4)

Clearing, except as is necessary to install BMPs, shall not begin until the city's BMP minimum requirements are met and the initial BMP inspection has been completed and approved.

(5)

Cut and fill slopes shall be no greater than 3:1, except as approved by the city. Any site with slopes greater than 3:1 or adjacent to a critical area will be subject to additional requirements as determined by the City of Fairhope and/or a third party consultant.

In the case of development sites with multiple buildings, no more than one phase of the project may be under construction at one time. Multiple buildings within a phase may be constructed at one time, however for each phase, no more than 50% of the total land area for that phase may be cleared or permits for structures issued at any one time. The 50% total is inclusive of all building pad, roads, Right of Ways, or any other disturbed portion of the phase. If the overall site plan is



not phased and the entire project is intended to be constructed at the same time, no more than 35% of the total site may be disturbed at any one time.

(b)

*Erosion control.*

(1)

Stabilization requirements. Any area of land from which the natural vegetative cover has been either partially or wholly cleared or removed by development activities shall be revegetated within ten (10) days from the substantial completion of such clearing and prior to the issuance of any building permits for construction. The following criteria shall apply to revegetation efforts: Reseeding must be done with an annual or perennial cover crop accompanied by placement of a mulch material or its equivalent of sufficient coverage to control erosion until such time as the cover crop is established over ninety (90) percent of the seeded area.

(2)

If Vegetative erosion control methods, such as seeding, ~~have not germinated to~~ must provide a coverage of at least ninety (90) percent ~~within ten (10) days, before~~ permits for construction will be issued for any buildings. If during construction the vegetative cover is damaged or removed the city may will require that the site be reseeded, sodded, or stabilized with alternative cover.

(3)

Replanting with native woody and herbaceous vegetation must be accompanied by placement of mulch material or its equivalent of sufficient coverage to control erosion until the plantings are established and are capable of controlling erosion. Revegetation sites must exhibit a survival rate of at least seventy-five (75) percent of the cover crop throughout the year immediately following the revegetation. Revegetation must be repeated in successive years until the minimum seventy-five (75) percent survival rate for one (1) year is achieved.

(4)

On steep slopes or in drainage ways, special techniques that meet or exceed design criteria outlined in the *Alabama Handbook* shall be used to ensure stabilization.

(5)

Soil stockpiles must be stabilized at the end of each work week or if a rain event is predicted.

(6)

Techniques, as referenced the *Alabama Handbook* shall be employed to prevent the blowing of dust or sediment from the site onto adjacent properties. The use of chemical agents in or near critical areas is discouraged.

(7)

Right of way disturbances shall be stabilized with sod or a combination of sod and seed/mulch. Seed and mulch alone shall not be acceptable.

(8)

Techniques shall be employed to divert upland runoff past or around disturbed slopes.

If multiple buildings are under construction simultaneously, full stabilization with either sod or aggregate base on all disturbed areas will be required prior to the issuance of multiple building permits. Aggregate must be maintained throughout the construction process and may be removed when final sodding is installed.

(c)

*Sediment controls.*

(1)

Sediment controls shall be provided in the form of perimeter controls, such as silt fences, sediment basins and/or sediment traps.

(2)

Where possible, sediment basins shall be designed in a manner that allows adaptation to provide long term stormwater management.

(3)

Adjacent properties shall be protected.

(d)

*Waterways and watercourses.*

(1)

When a watercourse must be crossed regularly during construction, a temporary stream crossing shall be provided, and an approval obtained from the United States Army Corps of Engineers, state and federal agencies, and the city.

(2)

When in-channel work is conducted, the channel shall be stabilized after the work is completed.

(3)

Any construction of a crossing of a waterway or watercourse in a floodway must be engineered with a no-rise certificate and shall have minimal temporary or permanent disturbance of the floodways bottom condition.

(4)

All on-site stormwater conveyance channels shall be designed according to the criteria outlined in the *Alabama Handbook*.

(5)

Outlets of all pipes and paved channels shall have adequate stabilization to prevent erosion. Riprap may be required for stabilization if vegetative measures prove to be ineffective at controlling erosion in waterways or watercourses.

(e)

*Construction site access.*

(1)

A stabilized construction access (construction entrance) shall be required on all development and construction sites, including single-family residence, in order to ensure sediment is not tracked on to public streets from the construction site.

(2)

Sediment accumulation and tracking on public rights-of-way, such as streets, alleys, ditches and sidewalks, is not allowed and shall be removed daily.

(3)

In the case of ~~large~~ development sites, any designated roads within the site shall either be paved or fully stabilized with an aggregate base the full width of the road. This base shall meet the requirements of Sections 801 and 825 of the ALDOT Standard Specifications for Highway Construction- 2002 edition.

(f)

*Completion of construction activities.*

(1)

All open channels and ditches shall be permanently vegetated ~~sodded~~ upon final inspection, seed and mulch shall not be accepted. If sod is used on slopes, corners

will need to be pinned per the *Alabama Handbook*. Open channels may receive rip rap or gabion stone stabilization materials if specified by a Professional Engineer.

(2)

Common areas, such as detention basins, shall be ~~permanently stabilized~~ sodded upon final inspection. Seed and mulch shall not be accepted.

(3)

Prior to final inspection, all construction waste and debris, silt fences, hay bales, inlet protection, and other BMPs shall be removed, except those required for the next phase of construction, or those deemed necessary for continued stabilization by the Building Official.

(Ord. No. 1398, § VIII, 8-10-09)

### **Sec. 7-159. - Inspections.**

(a)

The city shall conduct random and scheduled erosion and sediment control inspections of the construction activity and shall determine compliance or noncompliance with the provisions of this article. The following inspections shall be performed at a minimum on development and construction sites, including single-family residential:

(1)

Initial BMP inspection.

(2)

After clearing and grading has been completed (including detention/ retention pond installation).

(3)

After drainage features have been installed.

(4)

Each phase of construction shall require a separate site inspection, before the next phase begins.

(5)

Before construction completion (before issuance of certificate of occupancy or other final building department inspection).

(6)

City erosion and sediment control inspections in no way supersede or replace any state or federal inspection requirements.

(b)

The owner or contractor shall also make daily and rain event inspections of all control measures throughout the construction

process to ensure the overall effectiveness of the erosion and sediment control plan. **The applicant must provide copies of any inspection reports to the City of Fairhope upon request.**

*(Ord. No. 1398, § IX, 8-10-09)*

## **Sec. 7-160. - Enforcement.**

(a)

It shall be unlawful to violate any provision(s) of this article.

(b)

The city may issue stop work orders, municipal offense tickets and notice of violations, as well as suspend construction and building inspections for the following reasons:

(1)

Violations of the terms of the permit.

(2)

Site development which may adversely affect the health, welfare, or safety of persons residing or working in the neighborhood.

(3)

Site development that is detrimental to the public welfare or injurious to property or improvements in the neighborhood.

(4)

Violations which are detrimental to the environment, including sensitive habitats and aquatic resources.

(5)

Any offsite sedimentation

(6)

Any water quality impact, as defined by state and/or federal agencies.

(c)

Additionally, whenever the city determines that off site sedimentation is occurring or has occurred as a result of a **land disturbance** activity, despite application and maintenance of protective practices, the person conducting the **land disturbance** activity or the person responsible for maintenance will be required to take additional protective action. Furthermore, if it is to be determined that sedimentation has occurred off site onto right-of-way, or into manmade stormwater drainage systems, the sediment shall be removed in its entirety.

In stream and/or wetland sedimentation removal shall be determined by appropriate state and federal agencies.

Whenever the development is determined to be in noncompliance, the owner, contractor, and/or permittee shall be notified of the violations

and/or deficiencies. Upon notification, the owner/contractor/permittee shall have forty-eight (48) hours to bring the site into compliance. If rainfall is predicted, then the site must be in compliance prior to that rainfall event. If the site fails to come into compliance, the owner/contractor/permittee may be found in violation of the ordinance from which this article is derived.

Any person who violates this article shall, upon conviction thereof, shall be guilty of a misdemeanor and shall be fined not less than one hundred (\$100.00) or more than five hundred (\$500.00), and/or sentenced to not more than six (6) months in jail; and in addition shall pay all costs and expenses involved in the case. Each day during which any violation of any of the provisions of this article is committed, continued, or permitted shall constitute a separate offense. Nothing herein contained shall prevent the city from taking such other lawful actions as are necessary to prevent or remedy of any violation.

(d)

Should the city, or an agent thereof, undertake needed remedies due to contractor negligence, the city shall bill the permittee or responsible party for an amount based on actual costs of hourly labor and materials, and at a minimum of two (2) hours at a minimum of one hundred fifty dollars (\$150.00) per hour. This fee shall apply to, but not be limited to, city street; sidewalk, right-of-way and storm drain clean up of sedimentation and/or other pollutants. The city may also withhold any forthcoming certificate of occupancies or final inspections that are relative to the clean up charges, until the bill is paid in full.

*(Ord. No. 1398, § X, 8-10-09)*

### **Sec. 7-161. - Remedies.**

In the event of imminent danger of damage to adjacent properties or downstream areas due to failure of the permittee to maintain control measures or abandonment of work, the city may perform, or cause to be performed, the work the city deems necessary to restore protection to such properties, and the cost thereof shall be charged against the subject land as a municipal lien, such charges to be recovered in a suit of law against the owner.

*(Ord. No. 1398, § XI, 8-10-09)*

### **Sec. 7-162. - Abrogation and greater restrictions.**

This article is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this article and another conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

*(Ord. No. 1398, § XII, 8-10-09)*

### **Sec. 7-163. - Interference.**

No person shall hinder, prevent, delay or interfere with the city while engaged in carrying out the execution or enforcement of this article; provided, however, that nothing herein shall be construed as an attempt to prohibit the pursuit of any remedy, legal or equitable, in any court of competent jurisdiction for the protection of property rights by the owner of any property within the municipality.

*(Ord. No. 1398, § XIII, 8-10-09)*

### **Sec. 7-164. - Permit fees.**

The permit fee for a **land disturbance** permit is as follows:

~~25.00 Residential (one and two family) .....\$~~

~~Commercial and multifamily:~~

~~(Three (3) units or more), up to five (5) acres .....100.00~~

~~Plus, for each additional five acre increment .....75.00~~

**Fees shall be assessed at a cost of \$5.00 per \$1000.00 of the value of the work.**

*(Ord. No. 1398, § XIV, 8-10-09)*

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

**WHEREAS**, the Budget for the fiscal year ending September 30, 2018 has not been adopted by the City Council; and

**WHEREAS**, the City invoices need to continue being paid on a weekly basis, in order to take advantage of any available discounts, and to more nearly match the outflow of cash to the receipt of revenue from the three utility billing cycles.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that the Budget for the fiscal year ending September 30, 2017 be extended through November 15, 2017 to allow the invoices and expenditures to continue as needed.

Adopted on this 25th day of September, 2017

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

Attest:

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



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

**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 25TH DAY OF SEPTEMBER, 2017

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

Attest:

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



## **AMEA Economic Development Grant Program**

### ***Guidelines***

The Alabama Municipal Electric Authority (AMEA) is dedicated to contributing to the economic growth of Alabama and to making a lasting impact on the communities we serve. We are committed to helping our local community leaders and economic developers improve the quality of life as well as grow sustainable communities. Economic growth in Alabama is critical to economically stable communities.

Community and economic development grants, totaling \$20,000 per Member city, are available to assist with special projects, programs, events and initiatives which enhance the community each fiscal year (Sept. 30-Oct. 1). Grants include: the AMEA Special Projects Grants, \$5,000; the AMEA Community Support Projects Grant, \$5,000; and the AMEA Community Development Grant, \$10,000.

Grant funds, which fund community and economic development activities, should be utilized for the following initiatives, but are not limited to this list: tourism events, industrial recruitment and marketing materials, trade show displays, economic development web site development, economic development strategic plans, traffic pattern studies, environmental assessments, parks and memorials,

airport enhancements, downtown revitalization, and/or economic development seminars.

The following guidelines should be followed when requesting funds from the AMEA Economic Development Grant Program:

- 1) Funding request must be submitted by letter to Lisa Miller, Manager of Communications and Marketing, 80 TechnaCenter Drive, Suite 200, Montgomery, AL 36117, or by e-mail, [lmiller@amea.com](mailto:lmiller@amea.com).
- 2) The grant request must thoroughly outline the purpose of the intended community/economic development project, program and/or initiative.
- 3) The grant request can be in any amount from \$1,000 to \$20,000.
- 4) Funds must be utilized within the fiscal year requested.
- 5) To help highlight and promote AMEA Member cities' commitment to community through AMEA's publications and local newspapers, the Member city/utility will make arrangements with AMEA's Manager of Communications and Marketing to take photographs of the completed project/initiative. This verification of the use of economic development grant funds is a requirement for future funding. Failure to complete this requirement will result in the Member city/utility not receiving additional economic development grant funding until requirement is fulfilled.

For more information, please contact Lisa Miller, (334) 387-3501, (800) 239-2632, Ext. 118, or [lmiller@amea.com](mailto:lmiller@amea.com).



## PROGRAM OVERVIEW

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The Technology Villages program is a hybrid internet-consultant program designed to support new technology company formation and development in rural and non-metropolitan areas. The rural community storefront incubator/accelerator can access real-time distance entrepreneurial learning blended with hands on consulting support. The program links communities to intellectual property, technology evaluation, product development services, seed financing, business mentorship, corporate relationships and key company leader recruiting. The program was initiated as a five-year pilot project by Clemson University in 2010 and moved to a private service model in 2016. Stirus (SC corporation) provides consulting support to develop and operate rural centers under a development agreement and a separate service agreement. The program is currently supporting five centers in South Carolina and five in development in Alabama in conjunction with the University of Alabama.

Creating a successful ecosystem to support entrepreneurial development is a long-term venture requiring several years to build resources, networks and successful companies. This program is designed to assist small and rural communities in various stages of development successfully create and operate centers. ***The pilot study illustrated that low-cost incubators located in rural communities can successfully generate technology companies while sustaining program accelerator operational costs from public and private sources.***

The pilot study confirmed that a full-time accelerator may not be warranted in towns fewer than 10,000 in total population. In response to small town job creation demands a micro center concept has been developed in addition to full storefront accelerator/incubator models. Micro Centers are part-time new business accelerators designed to operate in small communities of 10,000 or less with a total population of less than 30,000 (surrounding 30 mile radius). These centers utilize trained directors and the teleconferencing equipment to solicit entrepreneurial resources from across the region including state and federal programs. These micro centers join an existing network of accelerator centers utilizing resources ranging from professional services to mentors to assist emerging technology companies.

***The Technology Villages program is founded on local partnerships including educational, municipal and private service entities collaborating in the development and operation of each of the centers.***

Under a recent agreement South Carolina and Alabama centers under development, will be networked through the Technology Villages program supporting best practices, funding concepts and center operational support. We believe this virtual network will bring important operational strength and resources to small rural centers. A low cost fee structure is used to maintain the network.

Clemson University and the University of Alabama offer the director training. An online course option is currently in development to assist training in rural communities across the Southeastern United States. This is a unique course specifically designed to train and guide small town technology incubation. The course includes both product and service oriented technology company formats.

The program employs three fundamental elements including the storefront incubator, access to a research service center and access to the network of existing incubators. The research service center aids the entrepreneurs in developing market research, preliminary patent research and related business strategy activities. In South Carolina the research center is supported as a private option. In Alabama the University of Alabama is developing a centralized service center.

Major technology sectors may include energy, life sciences, agribusiness, environmental sciences, water resources, nanotechnology, defense, advanced materials and other core technologies that are well suited for rural communities in South Carolina. Major program elements include:

- **Storefront accelerator/incubators:** The storefront incubators, or micro centers, can be located in select communities. *These incubators are owned and staffed by the community (or local economic development agency).* These storefront incubators assist in the early formation and funding of the emerging technology companies. The Technology Villages program provides director training, center operational guidelines, recommended operational forms and consulting support with training on deployment and program operation.
- **Marketing Research Services:** Marketing research services are available through a local college partner or Stirus, Inc. as a paid service of the Technology Villages program. The Stirus research group employs graduate and undergraduate students in market research and related activities supported by commercialization professionals. (Prior Clemson University service center) This center can provide training, resources and daily support for the community consultants and the companies. These centers are essential in the success of companies guiding company determinations in field of operation, market opportunities and in creating sophisticated and novel business strategies.
- **Local Center Training Course:** Stirus developed a 14 week certificate course structured to train center directors in a five-step company development process utilizing analytical tools and consulting techniques designed for technology oriented companies. These courses are available or being established by Clemson University and the University of Alabama under a certificate program specifically designed for center directors. In addition, Stirus will make available to all centers an introductory entrepreneurship class designed for college freshmen and sophomores enrolled in local technical colleges, colleges or universities to aid in developing the local entrepreneurial network.

Technology Villages has the capability to reduce the cost of technology company incubation for small and mid-sized communities, engages the community in new company formation as a platform of the local economic development strategy, helps create an entrepreneurial culture and supports new job creation in high growth international markets in mid-sized non-metropolitan areas. Further, this program may represent an important recruitment tool in attracting entrepreneurs and emerging technology companies to the community.

*The Technology Villages program can be applied across the Southeastern US. Support and training is available to state land grant institutions to establish similar research centers in support of storefront accelerators/incubators. Further, the program includes an establish format including all elements of program development and training, with systems to track metrics, local entrepreneurial network development, company development. The pilot experience includes supporting the development of the community centers, as well as center procedures and board management guidelines. **Technology Villages is comprehensive package for establishing successful community technology incubators in small and midsized US communities.***

## PROGRAM SUMMARY: OUTCOMES LAST 24 MONTHS

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As a developmental pilot program, Stirus is supporting five centers across South Carolina with three fulltime operational locations in Bluffton, Hartsville and Rock Hill. Bluffton and Hartsville both exhibit populations of less than 10,000. A new center was been established in Conway, SC with five new locations pending in Alabama. *In the first 18 months of operation the program created and supported 32 companies of which approximately 15 graduated from the program with over 80% with products in the market.*

### Program Philosophy

- 1. Technology Companies in Nonurban Communities:** *Discovery and intellectual property is not limited by location or socioeconomic level. Technology companies can be formed and flourish in nonurban areas provided development services and expertise are made available. The five-year pilot impacted over 70 companies in South Carolina. **Successful centers (communities 10,000 to 25,000) averaged the creation of 12 to 14 companies in the first 18 months and approximately \$2.8 million in annual payroll. Four companies in the original pilot now exceed \$10 million in annual revenue.***
- 2. Focus on the Entrepreneur:** *Individual entrepreneurial development is first priority in developing new entrepreneurial centers. Many US and international incubator programs structure centers as a real estate venture or focus primarily on the market value of the technology. Although both are important, this program has a priority in developing the entrepreneur understanding that building an individual entrepreneur, and the supporting culture, is essential in establishing new villages of serial entrepreneurs.*

Building serial entrepreneurs is critical to establishing centers of new technology development, job creation and new rural wealth.

3. **It's Not About the Real Estate:** *Bring product concepts to market quickly.* Less than 5% of most new technology company budgets are expended on real estate. This program dedicates the individual to a journey of learning and discovery in market/product analysis, product development, manufacturing, corporate partnering, industry staffing, operational planning/costing and competitive business strategy development. This second program theme is dedicated to teaching the importance of moving a product concept through development into manufacturing. Successful corporate partnering provides valued mentoring and market access.
4. **Entrepreneurial Spirit and Perception:** *Each of us has a measure of entrepreneurial spirit and capability.* Experience in small South Carolina communities suggests that a major percentage of the local population may not recognize individual entrepreneurial spirit or believe that they can become a competitive entrepreneur in a nonurban environment. This program brings the garage to Main Street and illustrates that each of us possess a measure of entrepreneurial spirit and capability. It supports the creation of networks and a culture to inspire innovation and foster new company formation. It provides core services to advance technology company creation.
5. **Technology Companies Focus:** *Technology-based companies that sell goods and services in regional, national and international markets are primary sources for wealth generation and high income jobs expanding the local economy and providing additional market opportunity for the service and retail companies that serve the community.* Supporting technology company development creates new money in the economy, builds service infrastructure and expands the aggregate service economy.

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## UNIQUE PROGRAM ATTRIBUTES

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1. **Does Not Compete or Replicate State or Federal Services:** The program is designed to include all local state and federal services and programs that assist in new company formation and development. The Technology Villages program signed Strategic Alliance Agreements with the SBA incorporating SBDC, Score and SBA loan programs as resources for each community accelerator.
2. **Low-Cost Delivery Structure:** The total budget for a full community incubator typically averages from \$200,000 to \$250,000 per facility. Each center is financed using a traditional public/private economic development-funding model. In some instances the total operational costs are privately funded. This model aligns the fiscal tax benefits and

new market opportunities with local municipal government and private business. Micro Centers are part-time operations and range in budget from \$50,000 to \$60,000 annually.

3. **Short Form Model:** The company development model is designed to assist the companies based on current capabilities and internal resources for 8 to 12 months in a community storefront facility. The companies learn and apply critical factors to differentiate themselves in a regional and national venture market. The model was developed based on input from successful entrepreneurs and startup companies from across the US.
4. **Successful Program Startup:** The program startup has illustrated that in three very different economies that new ideas and entrepreneurs can be recruited, developed and moved into manufacturing. Bluffton, Conway and Rock Hill remain at capacity of 10 to 12 companies with small centers in Georgetown and Beaufort supporting 3 to 5 companies annually.

Contact Information:

Karl B. Kelly  
CEO  
Stirius, Inc.  
344 Compass Point  
Ninety Six, South Carolina 29666

(864)993-1981

[KKelly@Stirius.com](mailto:KKelly@Stirius.com)



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

**WHEREAS**, on August 28, 2017 the City Council adopted Resolution No. 2852-17 authorizing to temporary fill the position of Purchasing Manager at a pay grade of 26 with a salary not to exceed the minimum of that grade; which set a temporary employee, per the City's Personnel Rules, Policies and Procedures, to work 29 hours or less each week;

**WHEREAS**, the City is desirous to all the temporary employee to work up to 40 hours per each week which does not include benefits as long as the employee does not work over the 90 days specified in Resolution No. 2852-17.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council authorizes Mayor Karin Wilson to temporary fill the position of Purchasing Manager and allow the temporary employee to work up to 40 hours each week which does not include benefits as long as the employee does not work over the 90 days specified in Resolution No. 2852-17.

ADOPTED THIS 25TH DAY OF SEPTEMBER, 2017

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

ATTEST:

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

**RESOLUTION NO. 2852-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council authorizes Mayor Karin Wilson to temporary fill the position of Purchasing Manager at a pay grade of 26 with a salary not to exceed the minimum of that grade. Temporary employees are regularly scheduled to work 29 hours or less each week and are not eligible for City benefits, *except* those required by law, per the City's employee handbook Section 1, 1.05 and Section 6, 6.08. This temporary position is valid for 90 days or less, dependent upon the return of the Purchasing Manager.

ADOPTED THIS 28TH DAY OF AUGUST, 2017

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

ATTEST:

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

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

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**From:** Mayor Karin Wilson  
**Sent:** Friday, September 15, 2017 5:56 PM  
**To:** Lisa A. Hanks, MMC; Jack Burrell; Jay Robinson  
**Subject:** Temporary fill in

Please put on agenda to increase temporary filling in for 90 days 40 hours a week instead of 29 hours a week. This still would not include benefits.

Thanks

Karin Wilson  
[Karin.wilson@fairhopeal.gov](mailto:Karin.wilson@fairhopeal.gov)  
Mayor, City of Fairhope  
Office: 251.990.0100  
Cell: 251.422.0669

**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 Docks”; and the License and Lease Agreements: one for Commercial Fishing Vessels and one for other Vessels for Dockage Space for the Fairhope Docks.

ADOPTED ON THIS 25TH DAY OF SEPTEMBER, 2017

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

Attest:

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

## FAIRHOPE DOCKS RULES AND REGULATIONS

In an effort to provide an inviting atmosphere for Owners docking at Fairhope Docks, the following rules and regulations are provided for your protection and constitute a part of and are deemed incorporated into the License and Lease Agreement for Dockage Space. Your compliance with the following rules and regulations will be appreciated. These Rules and Regulations are incorporated into the Lease Agreement and by this reference made an enforceable part of the Lease.

1. When a boat enters the marina, the Owner, crew and guests must comply with the all the rules and regulations set out herein, and as amended by the Marina, from time to time.
2. Only boats in good condition, and under their own power, shall be admitted to berthing areas. In the event of an emergency during Owner's absence, e.g., breakdown of the bilge pump, leak, bad lines, etc., the Marina is authorized to make necessary repairs as economically as possible which will be charged to the Owner. Owner acknowledges and agrees that Marina is not obligated to make such emergency repairs.
3. No part of a boat moored in a marina slip may extend over any part of the marina's docks. Boats moored bow first must be secured in such a way as to prevent bow pulpit from protruding or hanging over walkways.
4. All pets must be registered with the marina office. All pets must be on a leash and controlled when moving through the common areas of the property and docks. All pets must be taken off the property for exercise and relief. Owners are expected to immediately clean up an accidental mess on the docks and property created by their pets. At the sole discretion of Management, any pet deemed to be a nuisance will be banned from the marina.
5. Boats leaving for an extended cruise will so notify the Marina Manager's office. The Marina reserves the right to rent all docks when vacant, however, transients will move for seasonal contracts or advance reservations.
6. The Rules of the Road and the Navigation Laws of the United States apply to all vessels entering or leaving the Marina.
7. Refuse shall not be thrown overboard. Garbage shall be deposited in cans or other receptacles supplied for that purpose. Owner shall notify Marina of anything that will not fit in these cans and Marina shall dispose of same. No person shall discharge oil, fuel, spirits, flammable substances, sewage, or oily bilges into or near the Marina. Charcoal or gas fires will not be permitted on the docks.
8. Noise shall be kept to a minimum at all times. Patrons shall use discretion in operating engines, generators, radios, stereo equipment and television sets, so as not to create a nuisance or disturbance. The use of mechanical tools (buffers, sander, etc.) outside the boat is prohibited. All boats must have underwater exhaust in operation.
9. The Marina shall retain no fewer than ten (10) slips for commercial fishing vessels; however, if there are not ten (10) slips in use, the empty slips may be used as deemed in the best interests of the Marina including but not limited to leasing to transients.
10. Advertising or soliciting shall not be permitted on any boat within the Marina. The boat, Fairhope Docks, its name, address or phone number shall not be used for business purposes by Owners. Commercial fishing and/or commercial vessels in the commercial area with written authority from management are excepted.
  - a. DEFINITION OF A COMMERCIAL FISHING VESSEL:
    - i. A commercial fishing vessel is defined as a vessel designed for the sole purpose of harvesting fish shrimp or crabs. Recreational fishing vessels do not meet this definition.
    - ii. There is a one (1) year minimum license and lease required.
    - iii. Slip license/lease rates shall be reviewed annually set from year to year.
    - iv. No refunds will be given except as described below.

- b. The license and lease term for a commercial fishing vessel shall be for one year commencing on August 15<sup>th</sup>, payable in one lump sum in advance. License and lease for the remainder of the year is likewise payable in full and in advance on a prorated basis.
    - i. If slip is vacated, the City will, upon receipt of license and lease payment from new lessee, reimburse lessee unused slip payment on a prorated basis, less 10%.
    - ii. If the annual payment is not paid within 30 days of its due date, lessee shall be in default and interest at the rate of 3% per month shall be charged until the account is made current.
    - iii. All costs of collection, including attorney's fees, shall be paid by lessee.
  - c. If lessee breaches any provision of the LICENSE AND LEASE AGREEMENT FOR DOCKAGE SPACE, the slip LICENSE AND LEASE AGREEMENT shall be deemed null and void and owner shall remove the vessel within 20 days of the City's written notice to do so. As a result of such breach, lessee shall forfeit to the City all prepaid leased fees for the remainder of the licensed year. Additionally, lessee shall be liable to pay all legal costs incurred, including attorney's fees, shall be paid by the lessee.
  - d. Refer to the LICENSE AND LEASE AGREEMENT FOR COMMERCIAL VESSELS for all other details relative to leasing a slip at the Fairhope Docks.
11. Swimming, diving or fishing shall not be permitted in the Marina.
  12. Owners shall not store supplies, materials, accessories or debris on walkway, docks or finger piers and shall not construct or place thereon any lockers, chests, cabinets, or similar structures, except with written approval from Marina. Painting, scraping or repairing of gear of the boat shall not be permitted on the walkways, docks or finger piers. The extent of repairs and maintenance which shall be permitted shall be at the sole discretion of the Marina.
  13. Subleasing of slips, transfer of boats between slips, or from one slip to another slip, shall not be allowed, except upon prior written approval of Marina. Owner agrees that in case of an emergency, Marina may move the boat from the particular space rented to any other mooring place, or if the boat is not moved in accordance with the prior notice from the Marina. Owner acknowledges slip assignment is temporary and may be reassigned by Marina for any reason Marina deems valid and reasonable.
  14. Laundry shall not be hung on boats, walkways, docks, or finger piers in the Marina, nor shall "for sale" or "for hire" signs be put on boats.
  15. Owners checking out of the marina shall report to the Marina Manager's office and settle their account prior to leaving. It is suggested that all owners leave a forwarding address in order to permit prompt handling in the event telephone calls or mail is received for them. However, in any event, Marina assumes no responsibility whatsoever for forwarding mail or messages. All personal property must be removed from docks when dockage is terminated; Marina assumes no responsibility for any personal property that may be remaining.
  16. Marina reserves the right to limit and govern parking spaces in the Marina area.
  17. Motorcycles, bicycles, skateboards and rollerblades will not be allowed to be ridden on any docks or piers and must be stored on the boat or in the parking lot. Dinghies must be berthed within the slip assigned to the boat and in such a manner as not to interfere with the adjoining slip.
  18. All lines, rigging and halyards will be secured by the vessel's Owner in order to eliminate noise. Slotted masts must have noise protection devices.
  19. The owner agrees not to permit any residence aboard his vessel while at the Marina. If the Owner's vessel contains a sanitation device aboard, it must comply with the most advanced state of the art requirements of the Coast Guard governing installation and the use of such device. The sanitation device must be properly functioning at all times while the vessel is at its berth. No discharge of sanitation effluent or dumping of trash overboard shall be allowed at the marina.

20. Vessels and outside workers must present certificate of liability insurance; limits to be set by Fairhope Docks.
21. Employees of Fairhope Docks may not be hired to perform work on any vessels at the Marina nor may they be hired to perform any other sort of personal task for or on behalf of any patron or guest at the Marina.
22. Unauthorized use of Marina supplied fresh water is prohibited.
23. Boat owners are not permitted to fill their boats from personal containers in the marina.
24. Violation of any of the above rules and regulations, as amended from time to time, damage to property or harm the reputation of the Marina shall be cause for immediate removal from the Marina of the boat in question.
25. Owners who are leasing "wet slips" are responsible for evacuating their vessel from the marina upon the issuance of a HURRICANE WATCH for Coastal Alabama or vicinity by the U.S. Nation Weather Service, National Hurricane Center and comply with the other terms contained herein.
26. This agreement may be terminated by the Marina upon the following conditions:
  - a. By breach or forfeiture of Owner of any of the covenants or provision of the Agreement or by violation of any marine rule or regulation, as provided in the attachment to the Agreement.
  - b. By written notice of termination by Marina, delivered to the Owner at either address specified in license agreement or to the vessel at least three (3) days prior to the effective date of termination.
  - c. By written notice to the Marina Manager of termination by the Owner, accompanied by tender of unpaid fees or charges if any, on the remaining unused term of the Agreement.
  - d. By a bona fide sale of the Vessel described in the Agreement.
  - e. By dockage or mooring facility becoming unserviceable in the Marina's sole discretion for any reason whatsoever.
  - f. By date of termination herein specific in License Agreement. This Agreement shall automatically terminate as a matter agreed to, within the terms of this Agreement, and without requirement of further notice.
27. It is the responsibility of the Owner to make sure that drain plugs are inserted and removed at the time of hauling or launching. The vessel Owner or one of his representatives needs to be present in order for a boat to be launched.
28. It is the responsibility of the Owner to MAKE SURE THAT TRIM TAs AND BOARDING LADDERS ARE IN THE UP POSITION AND, IF NECESSARY, TOPS, OUTRIGGERS AND ANTENNAS IN THE DOWN POSITION.

**OWNER ACKNOWLEDGES HAVING READ AND UNDERSTANDS ALL OF THE RULES AND REGULATIONS OF THIS AGREEMENT AND AGREES TO ABIDE THEREBY.**

Owner's Name (Printed): \_\_\_\_\_

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

Date: \_\_\_\_\_

Slip Number: \_\_\_\_\_  
Date: \_\_\_\_\_  
Account Number: \_\_\_\_\_

## FAIRHOPE DOCKS

The City of Fairhope  
Db: Fairhope Docks  
161 N. Section Street  
Fairhope, AL 36533

### LICENSE AND LEASE AGREEMENT FOR DOCKAGE SPACE FOR COMMERCIAL FISHING VESSELS

The AGREEMENT is made between THE CITY OF FAIRHOPE dba FAIRHOPE DOCKS (hereinafter called "MARINA") and the undersigned COMMERCIAL FISHING VESSEL OWNER (hereinafter called "OWNER").

IN CONSIDERATION of the monthly dockage fee of \$ \_\_\_\_\_ payable annually, and the mutual covenants contained herein, the MARINA agrees to license to the OWNER the dockage space identified as Slip \_\_\_\_\_ for the use and purposes set forth herein. It is understood and agreed that simultaneous with execution of this license agreement that the undersigned OWNER will pay to the MARINA, the annual dockage fee (prorated as necessary) in the amount of \$ \_\_\_\_\_ together with the security deposit in the amount of \$ \_\_\_\_\_, making a total payment upon the execution of this agreement in the amount of \$ \_\_\_\_\_. The aforesaid security deposit shall be held by MARINA in its own account during the term of this agreement in order to assure the full and faithful performance of the terms of the agreement by the OWNER. This lease shall continue in effect from month to month subject to termination on thirty (30) days written notice by either party to the other. The term of this lease shall begin on the \_\_\_ day of \_\_\_\_\_, 20xx. Any sums which are due to the OWNER at the termination of this agreement shall be returned to the OWNER, provided that the MARINA may apply any sums which it holds on behalf of the OWNER to any balance remaining on the OWNER'S account. It is understood and agreed that the OWNER will pay a separate monthly fee for electrical charges. All payments are to be made at City Hall or may be mailed to:

City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533

OWNER is required to review the FAIRHOPE RULES AND REGULATIONS section 9 as it specifically pertains to commercial fishing vessels and initial that section acknowledging that the OWNER understand the conditions laid forth therein.

The OWNER warrants and represents the following to be true and correct:

Name of OWNER and, if any, authorized agent of Owner: \_\_\_\_\_

OWNER'S driver's license number and state: \_\_\_\_\_

OWNER's social security number: \_\_\_\_\_

OWNER'S address: \_\_\_\_\_

OWNER'S home phone: \_\_\_\_\_

OWNER'S cell phone: \_\_\_\_\_

OWNER'S email address: \_\_\_\_\_

Manufacturer of vessel: \_\_\_\_\_

Measured length, beam, height: \_\_\_\_\_

Manufacturer, type and size of motor (i.e., Yamaha, 4 stoke, 250): \_\_\_\_\_

Color of vessel: \_\_\_\_\_

Name of vessel (if any): \_\_\_\_\_



License fees will be paid by the OWNER in advance annually. The OWNER acknowledges that the MARINA has, and shall have, a lien upon the above described vessel, its appurtenances and contents, for any unpaid sums due to the MARINA for the use of its facilities and any other services, or for any damage to the MARINA caused in whole or in part by the vessel or the vessel's OWNER.

If OWNER defaults in the payment of license fee due under this agreement, or fails to pay for charges for gasoline or any other services or materials rendered to or supplied to the OWNER or if the OWNER should violate any of the terms and conditions of this agreement, then the entire amount of license fees due to be paid by OWNER during the term of this agreement shall be accelerated and become at once due and payable to the MARINA. Should the OWNER default in the payment of license fees due under this agreement, or should the OWNER breach any of the terms and conditions of this agreement, then in that event the MARINA reserves the right, at its option, to remove the OWNER'S vessel from the MARINA. So long as the MARINA shall utilize reasonable care in so removing the OWNER'S vessel, the MARINA shall have no liability whatsoever to the OWNER in connection with said removal. Further, the OWNER agrees that the MARINA may place upon the vessel, its contents, appurtenances and equipment, all maritime liens of whatever nature for non-payment of dockage, supplies, necessities or other services, goods furnished to the OWNER or the vessel. In the event the MARINA employs council to collect any license fees due under this agreement, or otherwise enforces the terms of this agreement or to foreclose a maritime lien, OWNER agrees to pay to the MARINA all costs of collection, including reasonable attorney's fees and the cost of any legal action should any such action be initiated.

It is understood and agreed by the parties hereto that this agreement shall be effective and shall continue for the term indicated above. In the event the term of this agreement expires and the vessel remains at the MARINA without the execution of a new agreement, then the parties hereby agree this agreement shall be considered as being in full force and the new rate will be prevailing transient dockage rate, plus tax. The MARINA reserves the right to change storage rates and the right to terminate this agreement by giving 30 days' notice, and the owner hereby agrees to comply with that request by the date specified. Any notification to the OWNER pursuant to any of the provisions of this agreement shall be sufficient if by mail to the above mailing address. Marina reserves the right to alter or amend the terms and conditions of this lease and license from time to time by: (1) written notice to the boat owner; and (2) prominent publication by notice on the marina grounds.

The MARINA is open seven (7) days a week, but reserves the right to set business hours with regard to seasonal changes in daylight and existing weather conditions. The MARINA will be closed all day on Christmas, New Year's Day, Easter, and Thanksgiving. The MARINA will not be liable for any acts beyond its control including any failure of the MARINA'S equipment that make it difficult for the OWNER'S to access or use their vessel.

LATE PAYMENT FEE OF \$5.00 PER DAY WILL BE CHARGED FOR EVERY DAY IN WHICH THE OWNER DOES NOT PAY THE LICENSE FEE IN FULL BY THE 5<sup>TH</sup> DAY OF THAT MONTH. THIS LATE PAYMENT FEE WILL BE RETROACTIVE TO THE FIRST DAY OF THE MONTH IN WHICH THE LICENSE FEE IS DUE.

After the initial payment, the MARINA desires that all future payments be made by Bank Draft, Credit Card or Debit Card, or by way of Automatic Withdrawal. With regard to that desire, the OWNER does hereby authorize the MARINA to charge his/her credit card account any and all charges incurred by the vessel pursuant to this license agreement.

Type of Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Card Security Code: \_\_\_\_\_

Name as it Appears on the Card: \_\_\_\_\_

Address for Credit Card (very important): \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_

It is understood and agreed that this license agreement does not constitute a bailment. The OWNER retains and has the exclusive care, custody and control of the vessel and its contents at all times, and the OWNER, is solely responsible for the vessel, its contents, and the maintenance of the vessel. The OWNER acknowledges that the MARINA assumes no responsibility or liability for the safe dockage and maintenance of the OWNER'S vessel. OWNER is solely responsible for the maintenance and tie-up of vessel and OWNER shall be responsible for the proper operating condition of the vessel's equipment and for the size and conditions of the dock lines. OWNER agrees to be liable for any damage caused to the MARINA docks, pilings, or any other damages caused to the MARINA by the OWNER or OWNER'S vessel. OWNER acknowledges that he is solely responsible for preventing the entry of unauthorized persons onto the OWNER'S vessel. While MARINA may take reasonable efforts to control the entry of unauthorized persons onto the MARINA docks, OWNER, understands and agrees that the MARINA does not assure that unauthorized persons will not board the OWNER'S vessel and, accordingly, the OWNER is solely responsible for the security of the OWNER'S vessel.

The owner agrees that in the event that a hurricane watch is issued by the National Weather Service, National Hurricane Center, or any of Coastal Alabama, Northwest Florida East to Destin, or Coastal Mississippi, to evacuate their vessel from the MARINA.

The MARINA shall not be liable for any damage or loss whether by theft, negligence, flood, act of God, or otherwise to any vessel, person or property. The OWNER warrants to MARINA that the vessel is fully covered by complete hull, casualty, property damage, and adequate liability insurance and that the vessel shall remain so covered during the term of this agreement. The MARINA shall be entitled to assume that such insurance is provided and the MARINA shall not be required to examine policies to this effect, although such policy or policies shall be produced by the OWNER for examination upon request by the MARINA. The OWNER hereby indemnifies and holds the MARINA harmless against any loss, suit, damage or claim to or on behalf of any person including OWNER and the vessel which arises out of the use of the dockage space or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon negligence of the MARINA or any other party. OWNER acknowledges and represents that, in consideration of the execution of this license agreement and as a material term hereof, the OWNER shall not under any circumstances whatsoever subrogate or assign any claim or claims of any sort against the MARINA, its agents or employees, to any third parties, including insurers or underwriters. OWNER acknowledges that any such subrogation or assignment shall be null and void.

This agreement shall allow the OWNER to use the specific slip designated herein for the limited purposes set forth in this license agreement as long as OWNER obeys all terms and conditions of this agreement. Under no circumstances are any alterations or modifications to be made by the OWNER to the slip or to any other part of the MARINA facility. This license is not assignable. Any attempt to assign this license or any rights arising under this license agreement is void. OWNER agrees MARINA may assign OWNER'S vessel to a slip other than the specific slip designated in this agreement with due notice to OWNER. OWNER agrees to move OWNER's vessel at OWNER'S expense. OWNER'S SIGNATURE \_\_\_\_\_.

OWNER has been informed of the firefighting, first aid and security provisions and equipment available at the MARINA and OWNER hereby acknowledges same as being sufficient, reasonable and adequate, and OWNER hereby agrees to and does hereby hold the MARINA harmless from any failure of or insufficiency in said provisions and equipment. OWNER holds harmless, indemnifies and releases the MARINA from any and all liability, loss, claim or damage to any property, person or persons occurring at the MARINA. The OWNER does hold harmless, indemnify and release the MARINA from any and all liability, loss, damage, or claim to property or life arising out of fire, or any other casualty, theft or vandalism, at the MARINA, even if such loss, damage or claim results from MARINA'S negligence, including but not limited to MARINA'S failure to have other additional firefighting, first aid and security provisions or equipment. OWNER is entering into this license agreement with full knowledge and acceptance of the limitations on the MARINA'S firefighting, first aid and security and other such provisions and equipment.

OWNER holds harmless, indemnifies and releases the MARINA from any and all liability, loss, damage, or claim to property or life due to temporary loss of services; i.e., water, electrical, use of equipment while in repairs, or malfunctioning of equipment.

No modification to this agreement shall be enforceable unless in writing, approved by the City Council, and signed, by an authorized agent of the MARINA. MARINA'S failure to require strict performance of this agreement, or the MARINA'S waiver of any condition, shall not be deemed a future waiver of any condition of or any of the MARINA'S right under this agreement.

In the event any portion of this agreement shall be deemed to be in violation of any law of the State of Alabama or of the United States, or to be otherwise invalid, said portion and said portion only shall be null and void and will be severed from the agreement and the balance of this agreement shall remain in full force and effect.

All remedies provided in this agreement are cumulative and not exclusive. Exclusive venue for any action arising out of this agreement or any alleged breach thereof or any action in any way tangential to the relationship arising under this agreement shall be in a court of competent jurisdiction in Baldwin County, Alabama.

Boat owner acknowledges that he/she has inspected the leased berthing space and is satisfied that the berthing space is adequate for safe mooring of the vessel.

Attached hereto are certain dockage rules and procedures which form a part of this license agreement and which OWNER agrees will be observed by the OWNER, his guests, agents, passengers and employees. The rules and procedures are incorporated herein as though they were fully set forth herein. The MARINA reserves the right to alter, amend and modify these rules and procedures at any time by posting a notice as long as such alteration, amendment or modification is reasonable. Any breach of this agreement or any violation of posted rules and regulations shall be grounds for the termination of this license agreement and the MARINA shall have the right to remove the OWNER'S vessel from the MARINA at the OWNER'S expense and the MARINA may retake possession of the slip or other mooring space.

If the person signing this agreement is not the OWNER, such person who is signing for or on behalf of the OWNER warrants and represents his authority to oblige the OWNER and the vessel to the terms of this agreement and by signing hereon, also agrees to be personally bound by the terms and obligations set forth in this agreement.

**OWNER ACKNOWLEDGES HAVING READ AND UNDERSTANDS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO ABIDE THEREBY.**

Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

By (print name): \_\_\_\_\_  
Owner/For Owner

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

By: \_\_\_\_\_  
Marina Agent

Slip Number: \_\_\_\_\_

Date: \_\_\_\_\_

Account Number: \_\_\_\_\_

## FAIRHOPE DOCKS

The City of Fairhope  
Db: Fairhope Docks  
161 N. Section Street  
Fairhope, AL 36533

### LICENSE AND LEASE AGREEMENT FOR DOCKAGE SPACE

The AGREEMENT is made between THE CITY OF FAIRHOPE dba FAIRHOPE DOCKS (hereinafter called "MARINA") and the undersigned VESSEL OWNER (hereinafter called "OWNER").

IN CONSIDERATION of the monthly dockage fee of \$ \_\_\_\_\_ payable in advance on the first day of each month, and the mutual covenants contained herein, the MARINA agrees to license to the OWNER the dockage space identified as Slip \_\_\_\_\_ for the use and purposes set forth herein. It is understood and agreed that simultaneous with execution of this license agreement that the undersigned OWNER will pay to the MARINA, the first month's dockage fee prorated for the remaining amount of \$ \_\_\_\_\_ together with the security deposit in the amount of \$ \_\_\_\_\_, making a total payment upon the execution of this agreement in the amount of \$ \_\_\_\_\_. The aforesaid security deposit shall be held by MARINA in its own account during the term of this agreement in order to assure the full and faithful performance of the terms of the agreement by the OWNER. This lease shall continue in effect from month to month subject to termination on thirty (30) days written notice by either party to the other. The term of this lease shall begin on the \_\_\_ day of \_\_\_\_\_, 20xx. Any sums which are due to the OWNER at the termination of this agreement shall be returned to the OWNER, provided that the MARINA may apply any sums which it holds on behalf of the OWNER to any balance remaining on the OWNER'S account. It is understood and agreed that the OWNER will pay a separate monthly fee for electrical charges. All payments are to be made at City Hall or may be mailed to:

City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533

The OWNER warrants and represents the following to be true and correct:

Name of OWNER and, if any, authorized agent of Owner: \_\_\_\_\_

OWNER'S driver's license number and state: \_\_\_\_\_

OWNER's social security number: \_\_\_\_\_

OWNER'S address: \_\_\_\_\_

OWNER'S home phone: \_\_\_\_\_

OWNER'S cell phone: \_\_\_\_\_

OWNER'S email address: \_\_\_\_\_

Manufacturer of vessel: \_\_\_\_\_

Measured length, beam, height: \_\_\_\_\_

Manufacturer, type and size of motor (i.e., Yamaha, 4 stoke, 250): \_\_\_\_\_

Color of vessel: \_\_\_\_\_

Name of vessel (if any): \_\_\_\_\_

License fees will be paid by the OWNER in advance, on or before the first day of each month. The OWNER acknowledges that the MARINA has, and shall have, a lien upon the above described vessel, its appurtenances and contents, for any unpaid sums due to

the MARINA for the use of its facilities and any other services, or for any damage to the MARINA caused in whole or in part by the vessel or the vessel's OWNER.

If OWNER defaults in the payment of license fee due under this agreement, or fails to pay for charges for gasoline or any other services or materials rendered to or supplied to the OWNER or if the OWNER should violate any of the terms and conditions of this agreement, then the entire amount of license fees due to be paid by OWNER during the term of this agreement shall be accelerated and become at once due and payable to the MARINA. Should the OWNER default in the payment of license fees due under this agreement, or should the OWNER breach any of the terms and conditions of this agreement, then in that event the MARINA reserves the right, at its option, to remove the OWNER'S vessel from the MARINA. So long as the MARINA shall utilize reasonable care in so removing the OWNER'S vessel, the MARINA shall have no liability whatsoever to the OWNER in connection with said removal. Further, the OWNER agrees that the MARINA may place upon the vessel, its contents, appurtenances and equipment, all maritime liens of whatever nature for non-payment of dockage, supplies, necessaries or other services, goods furnished to the OWNER or the vessel. In the event the MARINA employs council to collect any license fees due under this agreement, or otherwise enforces the terms of this agreement or to foreclose a maritime lien, OWNER agrees to pay to the MARINA all costs of collection, including reasonable attorney's fees and the cost of any legal action should any such action be initiated.

It is understood and agreed by the parties hereto that this agreement shall be effective and shall continue for the term indicated above. In the event the term of this agreement expires and the vessel remains at the MARINA without the execution of a new agreement, then the parties hereby agree this agreement shall be considered as being in full force and the new rate will be prevailing transient dockage rate, plus tax. The MARINA reserves the right to change storage rates and the right to terminate this agreement by giving 30 days' notice, and the owner hereby agrees to comply with that request by the date specified. Any notification to the OWNER pursuant to any of the provisions of this agreement shall be sufficient if by mail to the above mailing address. Marina reserves the right to alter or amend the terms and conditions of this lease and license from time to time by: (1) written notice to the boat owner; and (2) prominent publication by notice on the marina grounds.

The MARINA is open seven (7) days a week, but reserves the right to set business hours with regard to seasonal changes in daylight and existing weather conditions. The MARINA will be closed all day on Christmas, New Year's Day, Easter, and Thanksgiving. The MARINA will not be liable for any acts beyond its control including any failure of the MARINA'S equipment that make it difficult for the OWNER'S to access or use their vessel.

LATE PAYMENT FEE OF \$5.00 PER DAY WILL BE CHARGED FOR EVERY DAY IN WHICH THE OWNER DOES NOT PAY THE LICENSE FEE IN FULL BY THE 5<sup>TH</sup> DAY OF THAT MONTH. THIS LATE PAYMENT FEE WILL BE RETROACTIVE TO THE FIRST DAY OF THE MONTH IN WHICH THE LICENSE FEE IS DUE.

After the initial payment, the MARINA desires that all future payments be made by Bank Draft, Credit Card or Debit Card, or by way of Automatic Withdrawal. With regard to that desire, the OWNER does hereby authorize the MARINA to charge his/her credit card account any and all charges incurred by the vessel pursuant to this license agreement.

Type of Credit Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Card Security Code: \_\_\_\_\_

Name as it Appears on the Card: \_\_\_\_\_

Address for Credit Card (very important): \_\_\_\_\_

Expiration Date: \_\_\_\_\_

**OWNER'S SIGNATURE:** \_\_\_\_\_

It is understood and agreed that this license agreement does not constitute a bailment. The OWNER retains and has the exclusive care, custody and control of the vessel and its contents at all times, and the OWNER, is solely responsible for the vessel, its contents, and the maintenance of the vessel. The OWNER acknowledges that the MARINA assumes no responsibility or liability for the safe dockage and maintenance of the OWNER'S vessel. OWNER is solely responsible for the maintenance and tie-up of vessel and OWNER shall be responsible for the proper operating condition of the vessel's equipment and for the size and conditions of the dock lines. OWNER agrees to be liable for any damage caused to the MARINA docks, pilings, or any other damages caused to the MARINA by the OWNER or OWNER'S vessel. OWNER acknowledges that he is solely responsible for preventing the entry of unauthorized persons onto the OWNER'S vessel. While MARINA may take reasonable efforts to control the entry of unauthorized persons onto the MARINA docks, OWNER, understands and agrees that the MARINA does not assure that unauthorized persons will not board the OWNER'S vessel and, accordingly, the OWNER is solely responsible for the security of the OWNER'S vessel.

The owner agrees that in the event that a hurricane watch is issued by the National Weather Service, National Hurricane Center, or any of Coastal Alabama, Northwest Florida East to Destin, or Coastal Mississippi, to evacuate their vessel from the MARINA.

The MARINA shall not be liable for any damage or loss whether by theft, negligence, flood, act of God, or otherwise to any vessel, person or property. The OWNER warrants to MARINA that the vessel is fully covered by complete hull, casualty, property damage, and adequate liability insurance and that the vessel shall remain so covered during the term of this agreement. The MARINA shall be entitled to assume that such insurance is provided and the MARINA shall not be required to examine policies to this effect, although such policy or policies shall be produced by the OWNER for examination upon request by the MARINA. The OWNER hereby indemnifies and holds the MARINA harmless against any loss, suit, damage or claim to or on behalf of any person including OWNER and the vessel which arises out of the use of the dockage space or other MARINA facilities, whether or not such loss, suit, damage or claim is based upon negligence of the MARINA or any other party. OWNER acknowledges and represents that, in consideration of the execution of this license agreement and as a material term hereof, the OWNER shall not under any circumstances whatsoever subrogate or assign any claim or claims of any sort against the MARINA, its agents or employees, to any third parties, including insurers or underwriters. OWNER acknowledges that any such subrogation or assignment shall be null and void.

This agreement shall allow the OWNER to use the specific slip designated herein for the limited purposes set forth in this license agreement as long as OWNER obeys all terms and conditions of this agreement. Under no circumstances are any alterations or modifications to be made by the OWNER to the slip or to any other part of the MARINA facility. This license is not assignable. Any attempt to assign this license or any rights arising under this license agreement is void. OWNER agrees MARINA may assign OWNER'S vessel to a slip other than the specific slip designated in this agreement with due notice to OWNER. OWNER agrees to move OWNER's vessel at OWNER'S expense. **OWNER'S SIGNATURE** \_\_\_\_\_.

OWNER has been informed of the firefighting, first aid and security provisions and equipment available at the MARINA and OWNER hereby acknowledges same as being sufficient, reasonable and adequate, and OWNER hereby agrees to and does hereby hold the MARINA harmless from any failure of or insufficiency in said provisions and equipment. OWNER holds harmless, indemnifies and releases the MARINA from any and all liability, loss, claim or damage to any property, person or persons occurring at the MARINA. The OWNER does hold harmless, indemnify and release the MARINA from any and all liability, loss, damage, or claim to property or life arising out of fire, or any other casualty, theft or vandalism, at the MARINA, even if such loss, damage or claim results from MARINA'S negligence, including but not limited to MARINA'S failure to have other additional firefighting, first aid and security provisions or equipment. OWNER is entering into this license agreement with full knowledge and acceptance of the limitations on the MARINA'S firefighting, first aid and security and other such provisions and equipment.

OWNER holds harmless, indemnifies and releases the MARINA from any and all liability, loss, damage, or claim to property or life due to temporary loss of services; i.e., water, electrical, use of equipment while in repairs, or malfunctioning of equipment.

No modification to this agreement shall be enforceable unless in writing, approved by the City Council, and signed by an authorized agent of the MARINA. MARINA'S failure to require strict performance of this agreement, or the MARINA'S waiver of any condition, shall not be deemed a future waiver of any condition of or any of the MARINA'S right under this agreement.

In the event any portion of this agreement shall be deemed to be in violation of any law of the State of Alabama or of the United States, or to be otherwise invalid, said portion and said portion only shall be null and void and will be severed from the agreement and the balance of this agreement shall remain in full force and effect.

All remedies provided in this agreement are cumulative and not exclusive. Exclusive venue for any action arising out of this agreement or any alleged breach thereof or any action in any way tangential to the relationship arising under this agreement shall be in a court of competent jurisdiction in Baldwin Count, Alabama.

Boat owner acknowledges that he/she has inspected the leased berthing space and is satisfied that the berthing space is adequate for safe mooring of the vessel.

Attached hereto are certain dockage rules and procedures which form a part of this license agreement and which OWNER agrees will be observed by the OWNER, his guests, agents, passengers and employees. The rules and procedures are incorporated herein as though they were fully set forth herein. The MARINA reserves the right to alter, amend and modify these rules and procedures at any time by posting a notice as long as such alteration, amendment or modification is reasonable. Any breach of this agreement or any violation of posted rules and regulations shall be grounds for the termination of this license agreement and the MARINA shall have the right to remove the OWNER'S vessel from the MARINA at the OWNER'S expense and the MARINA may retake possession of the slip or other mooring space.

If the person signing this agreement is not the OWNER, such person who is signing for or on behalf of the OWNER warrants and represents his authority to oblige the OWNER and the vessel to the terms of this agreement and by signing hereon, also agrees to be personally bound by the terms and obligations set forth in this agreement.

**OWNER ACKNOWLEDGES HAVING READ AND UNDERSTANDS ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO ABIDE THEREBY.**

Executed on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

By (print name): \_\_\_\_\_  
Owner/For Owner

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

By: \_\_\_\_\_  
Marina Agent

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

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA,** That the City gratefully accepts the Deed from L A Development, LLC to the City of Fairhope, Alabama, dedicating a 10' strip, 660' in length, adjoining Manley Road for sidewalk placement; and sidewalk to be installed by the developer: L A Development, LLC.; and authorizes the Mayor to sign any documents necessary to complete the transfer.

Adopted on this 25th day of September, 2017

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

Attest:

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



**WARRANTY DEED**

STATE OF ALABAMA

COUNTY OF BALDWIN

KNOW ALL MEN BY THESE PRESENTS, that in consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration hereby acknowledged to have been paid to the undersigned Grantor by the Grantee herein, the receipt whereof is acknowledged, **L A DEVELOPMENT, LLC**, an Alabama limited liability company (hereinafter referred to as "GRANTOR") does hereby GRANT, BARGAIN, SELL and CONVEY unto **THE CITY OF FAIRHOPE, ALABAMA**, a municipal corporation (hereinafter referred to as "GRANTEE") in fee simple all of GRANTOR'S right, title and interest in the following described real property situated in Baldwin County, ALABAMA, to-wit:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN S-89°49'18"-E, ALONG THE EAST-WEST HALF SECTION LINE, 1327.52 FEET TO AN IRON PIN FOR THE POINT OF BEGINNING, SAID POINT ALSO BEING LOCATED ON THE PRESENT SOUTH RIGHT OF WAY LINE OF MANLEY ROAD; THENCE RUN S-00°13'53"-W, LEAVING SAID SOUTH RIGHT OF WAY, 10.00 FEET TO A POINT; THENCE RUN S-89°50'17"-E, 660.02 FEET TO A POINT; THENCE RUN N-00°13'50"-E, 10.00 FEET TO A POINT LOCATED ON THE PRESENT SOUTH RIGHT OF WAY LINE OF MANLEY ROAD; THENCE RUN N-89°50'17"-W, ALONG SAID SOUTH RIGHT OF WAY, 660.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL AND SINGULAR the rights, members, privileges, improvements, tenements, hereditaments, and appurtenances unto the same belonging, or in anywise appertaining;

TO HAVE AND TO HOLD to the said Grantee and its assigns in fee simple.

AND, Grantor does for itself, and its successors and assigns, covenant with said Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple of said premises, that it is free from all encumbrances, except as hereinabove provided, that Grantor has a good right to sell and convey the same as aforesaid, and that Grantor will and its successors and assigns shall, warrant and defend the same to the said Grantee, its and assigns forever, against all lawful claims of all persons.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**L A DEVELOPMENT, LLC**

By: \_\_\_\_\_  
**Matthew D. Byrne**  
**As its Member and Manager**

\_\_\_\_\_  
**M. Todd Boothe**  
**As Its Member and Manager**

STATE OF ALABAMA)

COUNTY OF BALDWIN)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that **Matthew D. Byrne** and **M Todd Boothe**, whose names are signed as Members and Managers of **L A Development, LLC**, an Alabama limited liability company, to the foregoing conveyance and who are known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, they, as such officers and with full authority, executed the same voluntarily for and as the act of said limited liability company.

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

\_\_\_\_\_  
Notary Public  
My Commission expires: \_\_\_\_\_

GRANTOR'S ADDRESS:  
20585 County Road 13, Suite D  
Fairhope, AL 36532

GRANTEE'S ADDRESS:  
P. O. Drawer 429  
Fairhope, AL 36533

THIS INSTRUMENT PREPARED BY:  
MARION E. WYNNE, JR.  
WITHOUT BENEFIT OF SURVEY OR TITLE REPORT  
WILKINS, BANKESTER, BILES & WYNNE, P.A.  
POST OFFICE BOX 1367  
FAIEHOPE, AL 36533  
251-928-1915  
[twynne@wbbwlaw.com](mailto:twynne@wbbwlaw.com)

# PINEWOOD SUBDIVISION

### CERTIFICATE OF APPROVAL BY BALDWIN COUNTY E.M.C. (ELECTRIC)

THE UNDERSIGNED, AS AUTHORIZED BY BALDWIN COUNTY E.M.C., HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
 AUTHORIZED SIGNATURE \_\_\_\_\_

### CERTIFICATE OF APPROVAL BY FAIRHOPE GAS

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE GAS, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
 (AUTHORIZED SIGNATURE) \_\_\_\_\_

### CERTIFICATE OF APPROVAL BY FAIRHOPE WATER & SEWER

THE UNDERSIGNED, AS AUTHORIZED BY FAIRHOPE WATER & SEWER, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
 (AUTHORIZED SIGNATURE) \_\_\_\_\_

### CERTIFICATE OF APPROVAL BY TELEPHONE (ATA&T)

THE UNDERSIGNED, AS AUTHORIZED BY AT&T, HEREBY APPROVES THE WITHIN PLAT FOR THE RECORDING OF SAME IN THE PROBATE OFFICE OF BALDWIN COUNTY, ALABAMA.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
 (AUTHORIZED SIGNATURE) \_\_\_\_\_

### FAIRHOPE PLANNING COMMISSION

THE WITHIN PLAT OF PINEWOOD SUBDIVISION, BALDWIN COUNTY, ALABAMA, IS HEREBY APPROVED BY FAIRHOPE CITY PLANNING COMMISSION.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
 PLANNING COMMISSION SECRETARY \_\_\_\_\_

### CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF ALABAMA  
 COUNTY OF BALDWIN  
 I, THIS IS TO CERTIFY THAT I, SWEETWATER INVESTMENTS LLC, AM THE OWNER OF THE LAND SHOWN AND DESCRIBED IN THE PLAT, AND THAT I HAVE CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS INDICATED HEREIN, FOR THE USES AND PURPOSES HEREIN SET FORTH AND DO HEREBY ACKNOWLEDGE AND ADAPT THE SAME UNDER THE DESIGN AND TITLE HEREIN INDICATED, AND GRANT ALL EASEMENTS AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED TOGETHER WITH SUCH RESTRICTIONS AND CONDITIONS NOTED BELOW OR ATTACHED IN A SEPARATE LEGAL DOCUMENT.  
 DATED THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

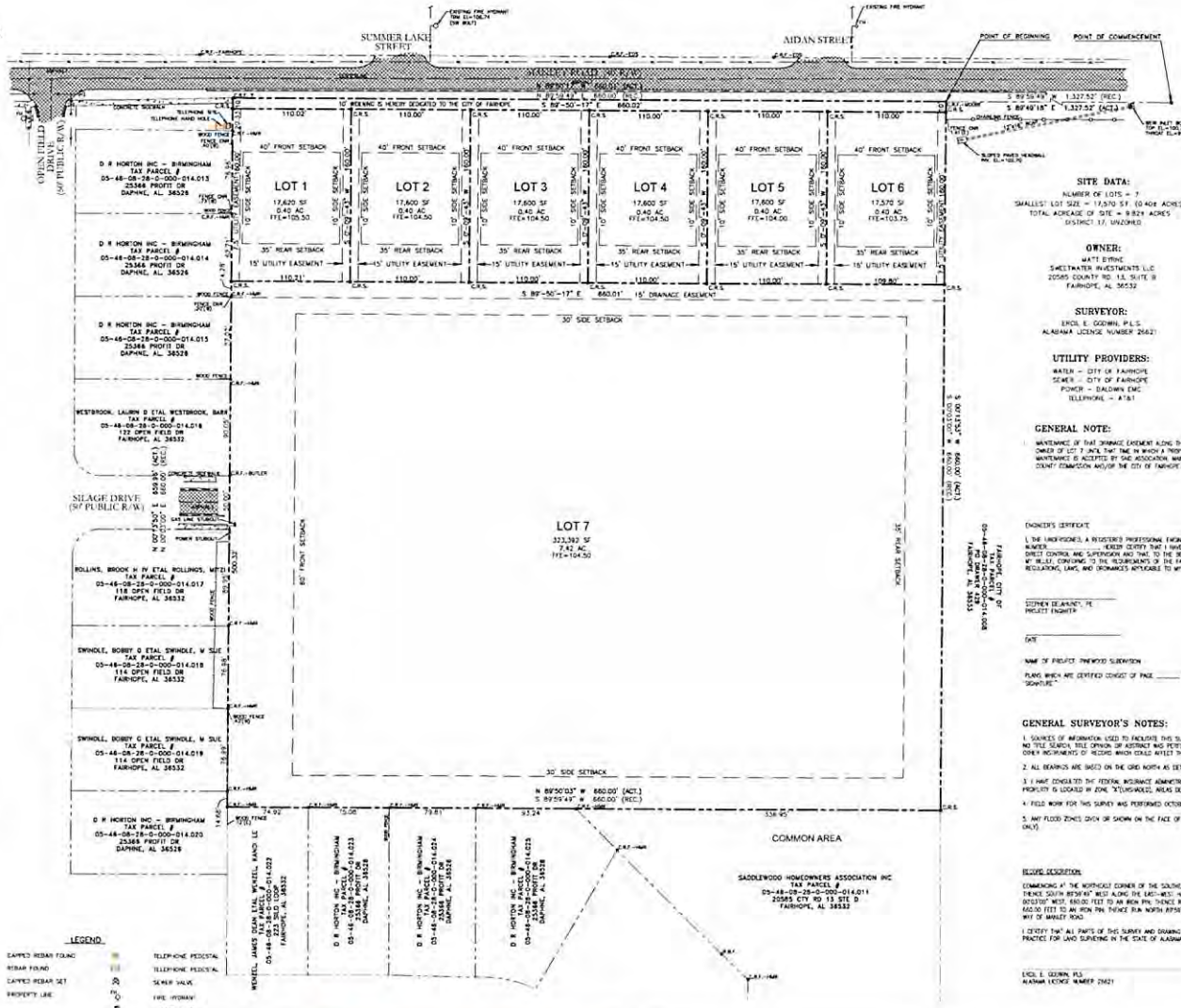
### CERTIFICATION BY NOTARY PUBLIC

STATE OF ALABAMA  
 COUNTY OF BALDWIN  
 I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE COUNTY OF BALDWIN IN THE STATE OF ALABAMA DO CERTIFY THAT WHOSE NAME IS SUBSCRIBED TO THE CERTIFICATE OF OWNERSHIP AND DEDICATION, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT HE SIGNED, SEALED, AND DELIVERED SAID INSTRUMENT AT THIS FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES HEREIN SET FORTH.  
 GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS THE \_\_\_\_\_, 2017.

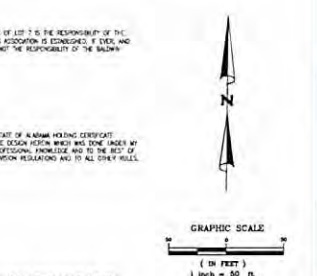
### CERTIFICATE OF APPROVAL BY THE COUNTY ENGINEER

THE WITHIN PLAT OF PINEWOOD, BALDWIN COUNTY, ALABAMA, IS HEREBY APPROVED BY THE BALDWIN COUNTY ENGINEER.

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.  
 (AUTHORIZED SIGNATURE) \_\_\_\_\_



	NORTH SIDE	SOUTH SIDE	WEST SIDE	EAST SIDE
LOT 1	40.00'	35.00'	30.00'	30.00'
LOT 2	40.00'	35.00'	30.00'	30.00'
LOT 3	40.00'	35.00'	30.00'	30.00'
LOT 4	40.00'	35.00'	30.00'	30.00'
LOT 5	40.00'	35.00'	30.00'	30.00'
LOT 6	40.00'	35.00'	30.00'	30.00'
LOT 7	30.00'	30.00'	60.00'	35.00'



NUMBER	REVISION	DATE

**Sawgrass CONSULTING, LLC**  
 ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT  
 11143 Old Highway 37, Spanish Fort, AL 36527 Phone: (251) 544-7600  
 818 N. McKenzie Street, Foley, AL 36530 Phone: (251) 870-7600

**FINAL PLAT**  
 PINEWOOD SUBDIVISION  
 SWEETWATER INVESTMENTS LLC

SCALE	1" = 50'
DATE	AUGUST, 2017
DRAWN BY	JLG
CHECKED BY	SJD
SHEET	1 OF 1

## Lisa A. Hanks, MMC

---

**From:** Wayne Dyess  
**Sent:** Wednesday, September 13, 2017 9:30 AM  
**To:** Lynn Donnelly Maser; Mayor Karin Wilson; Richard Peterson; Sherry-Lea Bloodworth Botop  
**Cc:** Lisa A. Hanks, MMC  
**Subject:** RE: Council Agenda Items

I will have a an item regarding Pinewood Subdivision and the dedication of a 10' strip, 660' foot in length, adjoining Manley Road for sidewalk placement. Sidewalk to be installed by the developer. The developer is LA Development, LLC. I am waiting in a deed from the developer but should have it soon.

**From:** Lynn Donnelly Maser  
**Sent:** Wednesday, September 13, 2017 8:54 AM  
**To:** Mayor Karin Wilson <karin.wilson@fairhopeal.gov>; Richard Peterson <richard.peterson@fairhopeal.gov>; Wayne Dyess <wayne.dyess@fairhopeal.gov>; Sherry-Lea Bloodworth Botop <sherrylea@fairhopeal.gov>  
**Subject:** Council Agenda Items

As you know our check-in meeting was canceled this morning. That does not, however, relieve you all from getting your agenda items to me ASAP. 🙄  
Friday is the deadline, but I would appreciate getting your requests today so I can see what attachments will be necessary and can have them to Lisa by Friday. Thank you!

Lynn

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

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

[1] That the City of Fairhope approves the procurement of Flower Plantings for the fiscal year 2018 for the Public Works Department for landscaping throughout the City. The Flower Plantings will be procured from Billy Harris & Associates, C. J. Ruigrok & Sons, and Shore Acres Plant Farm with a total amount not to exceed of \$183,526.01 inclusive of a contingency for unforeseen events.

Adopted on this 25th day of September, 2017

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

Attest:

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

# City of Fairhope Project Funding Request

SEP 15 '17 PM 3:04

Issuing Date 9/13/2017

Please return this Routing Sheet to Treasurer by

9/13/2017



Project Name: Procure flower plantings for FY 2018 for Public Works Dept.

Project Location: City-wide

Presented to City Council: 9/25/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$183,526.01  
See attached fee schedule, summary and detail

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

Project Engineer: n/a

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

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

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

Expense Code <u>001-350-51400</u>	Revenue Code _____
-----------------------------------	--------------------

Project will be:      Expensed xx  
Capitalized \_\_\_\_\_

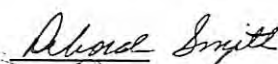

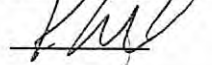
Project Financed By:  
Grant: \_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ City

Project Budgeted: Provided for in the  
Proposed FY2018 budget

(Over) Under budget amount: \_\_\_\_\_

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

Funding: Operating funds

City Council prior approval	<u>n/a</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>9/13/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>9/14/17</u>	Request approved by Mayor	
Received by Mayor	<u>9/15/17</u>		

Contact Person: Paul Merchant



## MEMO

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: September 11, 2017

Re: Approving procuring over \$7,500 – Annual Flower Purchase for Public Works Department

The Public Works Department has requested the annual procurement of flowers for the FY2018 for landscaping throughout the City. In agreement with City Council Resolution No. 1650-10, which designated "like item" definitions for flowers, none of the designated "like item" flora exceed the \$15,000 state bid limit (see attached quotations summary and quotations).

The cost of the Procurement will be **ONE HUNDRED EIGHTY-THREE THOUSAND FIVE HUNDRED TWENTY-SIX Dollars and ONE Cent (\$183,526.01)**, inclusive of a contingency for unforeseen events. This cost exceeds the limit requiring City Council Approval. The Vendors are multiple, and the times of procurement will be various, dependent in part, on the growing time. Please construct a greensheet and move this procurement forward to the next available City Council agenda.

**Please place on the next available City Council Agenda this request this request to approve this fiscal year's flower procurement for the Public Works Dept, in the amount of \$183,526.01**

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

**FLOWER ORDER - FY 2018**

See attached detail pages

<b>Spring 2018</b>		
Billy Harris & Associates	Spring Flowers	28,333.64
C.J. Ruigrok & Sons	Tulip Bulbs - Spring Show Flowers	30,923.25
Shore Acres Plant Farm	Spring Flowers	18,098.96
	Loss contingency - Spring Season	<u>4,000.00</u>
		81,355.85

<b>Summer 2018</b>		
Billy Harris & Associates	Summer Flowers	14,936.05
C.J. Ruigrok & Sons	Caladiums	6,682.00
Shore Acres Plant Farm	Summer Flowers	14,133.35
	Loss contingency - Summer Season	<u>4,000.00</u>
		39,751.40

<b>Fall 2018</b>		
Billy Harris & Associates	Fall Flowers	16,894.56
Shore Acres Plant Farm	Fall Flowers	13,643.08
Shore Acres Plant Farm	Mums	6,041.20
	Loss contingency - Fall Season	<u>4,000.00</u>
		40,578.84

<b>Winter 2018</b>		
Billy Harris & Associates	Winter Flowers	15,876.42
Shore Acres Plant Farm	Poinsettias	1,963.50
	Loss contingency - Winter Season	<u>4,000.00</u>
		21,839.92

TOTAL FLOWER ORDER FY 2018 \$ 183,526.01



Billy Harris & Associates, Inc.  
 5220 SHEPPARD DR  
 ELMORE, AL 360251934 US  
 800-297-8727  
 sales@bhaplants.com  
 www.billyharrisandassociates.com



## SALES ORDER

### ADDRESS

City of Fairhope  
 P.O. Drawer 429  
 Fairhope, Al 36533

### SHIP TO

City of Fairhope  
 555 S. Section Street  
 Fairhope, Alabama 36532  
 251-928-80030

SALES ORDER # Year 2018

DATE 05/31/2017

EXPIRATION DATE 05/31/2017

### SHIP DATE

05/31/2017

ACTIVITY	QTY	RATE	AMOUNT
2018 Estimate Flower Program		0.00	0.00
		0.00	0.00
Spring		0.00	0.00
		0.00	0.00
Borders (6720 Pots)		0.00	0.00
84 Cell Tray Superbells Cherry Star 1pp	18	60.75	1,093.50
Freight and Handling	1	183.06	183.06
50 Cell Tray Trixi Purple with a Purpose 1pp	105	68.25	7,166.25
Freight and Handling	1	262.50	262.50
		0.00	0.00
Bed Fillers (9200 Pots)		0.00	0.00
100 Cell Tray Impatiens Bounce Flame 1pp	39	55.50	2,164.50
100 Cell Tray Impatiens Bounce White 1pp	39	55.50	2,164.50
100 Cell Tray Impatiens Bounce Lilac 1pp	15	55.60	834.00
Freight and Handling	1	223.20	223.20
		0.00	0.00
Bed Height (4200 Pots)		0.00	0.00
288 Cell Tray Salvia Victoria Blue 3pp	23	24.45	562.35
288 Cell Tray Salvia Victoria White 3pp	23	24.45	562.35
Freight and Handling	1	133.40	133.40
		0.00	0.00
Green Boxes (1800 Pots)		0.00	0.00
84 Cell Tray Supertunia Vista Bubblegum 1pp	11	60.70	667.70

ACTIVITY	QTY	RATE	AMOUNT
84 Cell Tray Supertunia Vista Silverberry 1pp	11	59.01	649.11
Freight and Handling	1	223.74	223.74
		0.00	0.00
White Boxes (500 Pots)		0.00	0.00
84 Cell Tray Lobularia Dark Knight 1pp	3	66.20	198.60
Freight and Handling	1	46.08	46.08
100 Cell Tray Geranium Fidelity Deep Lavender 1 pp	3	57.10	171.30
Freight and Handling	1	10.20	10.20
		0.00	0.00
Hanging Baskets (100 Pots)		0.00	0.00
50 Cell Tray Kwik Combo Spring Breeze 40 pp	82	68.25	5,596.50
Freight and Handling	1	205.00	205.00
		0.00	0.00
Outlying Beds		0.00	0.00
50 Cell Tray Trixi Pretty Princess 1pp	50	74.25	3,712.50
100 Cell Tray Bounce Impatiens White 1pp	10	55.50	555.00
100 Cell Tray Bounce Impatiens Lilace 1pp	10	55.50	555.00
100 Cell Tray Geranium Blizzard Pink 1pp	2	59.20	118.40
100 Cell Tray Geranium Blizzard White 1pp	2	59.20	118.40
Freight and Handling	1	156.50	156.50
		0.00	0.00
<u>Total Spring 2018 : \$ 28333.64</u>		0.00	0.00
		0.00	0.00
Summer		0.00	0.00
		0.00	0.00
Borders (6720 Pots)		0.00	0.00
100 Cell Tray Lantana Silvermound 1pp	45	34.20	1,539.00
100 Cell Tray Lantana Bandito Red 1pp	24	55.50	1,332.00
Freight and Handling	1	145.50	145.50
		0.00	0.00
Bed Fillers (9200 Pots)		0.00	0.00
144 Cell Tray Angelonia Serenita Sky Blue 1pp	14	54.85	767.90
144 Cell Tray Angelonia Serenita White 1pp	14	54.85	767.90
144 Cell Tray Pentas Graffiti White 1pp	14	49.30	690.20
144 Cell Tray Pentas Graffiti Violet 1pp	14	49.30	690.20
144 Cell Tray Pentas Graffiti Red Velvet 1pp	14	49.30	690.20
Freight and Handling	1	155.75	155.75
		0.00	0.00
Height (4200 Pots)		0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
144 Cell Tray Gomphrena Las Vegas Mix 1pp	16	31.50	504.00
144 Cell Tray Zinnia Lilliput Mix 1pp	16	34.55	552.80
Freight and Handling	1	66.75	66.75
		0.00	0.00
Green Boxes (1300 Pots)		0.00	0.00
100 Cell Tray Impatiens Bounce White 1pp	13	55.50	721.50
Freight and Handling	1	27.50	27.50
		0.00	0.00
White Boxes (500 Pots)		0.00	0.00
144 Cell Tray Begonia Dragonwing Red 1pp	4	54.90	219.60
Freight and Handling	1	16.00	16.00
		0.00	0.00
Hanging Baskets (100 Pots)		0.00	0.00
144 Cell Tray Petunia Easy Wave Blue 1pp	10	47.60	476.00
144 Cell Tray Petunia Easy Wave White 1pp	10	47.60	476.00
144 Cell Tray Petunia Easy Wave Red Velour 1pp	5	47.60	238.00
Freight and Handling	1	48.75	48.75
		0.00	0.00
Outlying Beds		0.00	0.00
84 Cell Tray Scaevola Whirlwing Blue 1pp	24	74.75	1,794.00
Freight and Handling	1	244.08	244.08
144 Cell Tray Beognia Big Green Leaf Red 1pp	15	56.20	843.00
100 Cell Tray Sunpatiens Compact White 1pp	3	54.00	162.00
Freight and Handling	1	35.10	35.10
144 Cell Tray Saliva Fizz Cream	3	45.50	136.50
144 Cell Tray Salvia Fizz Strawberry	5	45.50	227.50
Freight and Handling	1	16.00	16.00
		0.00	0.00
Clock		0.00	0.00
144 Cell Tray Vinca Valiant Punch 1pp	18	43.26	778.68
144 Cell Tray Vinca Valiant White 1pp	4	43.26	173.04
Freight and Handling	1	42.90	42.90
		0.00	0.00
Overages		0.00	0.00
100 Cell Tray Lantana Silvermound 1pp	10	34.20	342.00
Freight and Handling	1	16.00	16.00
		0.00	0.00
<b>Total Summer 2018: \$14936.05</b>		0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
		0.00	0.00
Fall		0.00	0.00
		0.00	0.00
Borders (6720 Pots)		0.00	0.00
288 Cell Tray Marigold Hot Pak Fire 3pp	24	23.80	571.20
288 Cell Tray Marigold Hot Pak Gold 3pp	24	23.80	571.20
288 Cell Tray Marigold Hot Pak Orange 3pp	24	23.80	571.20
Freight and Handling	1	125.00	125.00
		0.00	0.00
Bed Fillers (9200 Pots)		0.00	0.00
84 Cell Tray Euphorbia Diamond Frost 1pp	12	71.75	861.00
84 Cell Tray Nemesia Sunsatia Lemon 1pp	25	69.60	1,740.00
84 Cell Tray Nemesia Sunsatia Blood Orange 1pp	25	70.85	1,771.25
Freight and Handling	1	651.00	651.00
100 Cell Tray Coleus Kiwi Fern 1pp	21	33.50	703.50
144 Cell Tray Zinnia Profusion Yellow 1pp	16	43.45	695.20
Freight and Handling	1	114.00	114.00
		0.00	0.00
Height (4200 Pots)		0.00	0.00
144 Cell Tray Marigold Garden Joy Yellow 1pp	11	30.45	334.95
144 Cell Tray Marigold Garden Joy Orange 1pp	11	30.45	334.95
100 Cell Tray Big Bounce Impatiens 1pp	10	51.75	517.50
Freight and Handling	1	65.00	65.00
		0.00	0.00
Green Boxes (Mums)		0.00	0.00
		0.00	0.00
White Boxes		0.00	0.00
252 Kit Honey Bells National Fall Combo 3 trays of 84 1pp (Bidens Campfire Burst, Superbells Yellow and Supertunia Honey)	2	223.50	447.00
Freight and Handling	1	63.00	63.00
		0.00	0.00
Hanging Baskets		0.00	0.00
252 Kit Honey Bell National Fall Combo 3 trays of 84 per kit (Bidens Campfire Burst, Superbells Yellow and Supertunia Honey)	16	223.50	3,576.00
Freight and Handling	1	488.16	488.16
		0.00	0.00
Clock		0.00	0.00
288 Cell Tray Marigold Durango Yellow 3pp	17	23.80	404.60

ACTIVITY	QTY	RATE	AMOUNT
288 Cell Tray Marigold Durange Orange 3pp	6	23.80	142.80
Freight and Handling	1	38.00	38.00
		0.00	0.00
Outlying Beds		0.00	0.00
144 Cell Tray Zinnia Zahara Sunburst	4	43.45	173.80
144 Cell Tray Zinnia Profusion Fire	9	43.45	391.05
144 Cell Tray Zinnia Profusion Yellow	9	43.45	391.05
Freight and Handling	1	50.25	50.25
100 Cell Tray Petunia Surfinia Heartbeat 1pp	5	54.00	270.00
Freight and Handling	1	14.50	14.50
144 Cell Tray Zinnia Profusion Orange	8	43.45	347.60
144 Cell Tray Begonia Spring Plus White	8	30.50	244.00
Freight and Handling	1	68.00	68.00
Overages		0.00	0.00
288 Cell Tray Marigold Hot Pak Yellow 3pp	6	23.80	142.80
Freight and Handling	1	15.00	15.00
		0.00	0.00
<u>2018 Total Fall: \$16894.56</u>		0.00	0.00
		0.00	0.00
Winter		0.00	0.00
		0.00	0.00
Borders (6720)		0.00	0.00
288 Cell Tray Pansy Matrix Pure White 3pp	38	33.10	1,257.80
288 Cell Tray Dusty Miller Silverdust 3pp	38	27.15	1,031.70
Freight and Handling (Knox)	1	62.50	62.50
		0.00	0.00
Fillers (9200)		0.00	0.00
288 Cell Tray Pansy Matrix Red Blotch 3pp	90	33.10	2,979.00
288 Cell Tray Dianthus Telstar Crimson 3pp	11	29.95	329.45
288 Cell Tray Dianthus Telstar White 3pp	11	29.95	329.45
Freight and Handling (Knox)	1	55.50	55.50
		0.00	0.00
Height (4200)		0.00	0.00
288 Cell Tray Poppies Champagne Bubbles White	5	41.50	207.50
288 Cell Tray Poppies Champagne Bubbles Pink	5	41.50	207.50
Freight and Handling	1	114.66	114.66
144 Cell Tray Snapdragon Twinny Whie	14	31.95	447.30
Freight and Handling	1	35.50	35.50
		0.00	0.00

ACTIVITY	QTY	RATE	AMOUNT
Green Boxes		0.00	0.00
288 Cell Tray Pansy Matrix Red Blotch	9	33.10	297.90
288 Cell Tray Pansy Matrix Pure White	9	33.10	297.90
288 Cell Tray Dianthus Telstar Crimson	3	29.95	89.85
288 Cell Tray Dianthus Telstar White	3	29.95	89.85
Freight and Handling (Knox)	1	13.50	13.50
		0.00	0.00
Outlying Beds		0.00	0.00
288 Cell Tray Pansy Matrix Pure White	19	33.10	628.90
288 Cell Tray Dianthus Telstar Crimson	18	29.95	539.10
Freight and Handling (Knox)	1	45.00	45.00
288 Cell Tray Pansy Delta Wine and Cheese	40	33.10	1,324.00
		0.00	0.00
White Boxes		0.00	0.00
102 Cell Tray Geranium Blizzard Red	14	59.20	828.80
Freight and Handling	1	62.50	62.50
		0.00	0.00
Hanging Baskets		0.00	0.00
128 Cell Tray Pansy Coolwave Morpho	26	45.11	1,172.86
		0.00	0.00
Clock		0.00	0.00
288 Cell Tray Pansy Matrix Pure Yellow	28	33.10	926.80
		0.00	0.00
10% Overages		0.00	0.00
288 Cell Tray Pansy Matrix Red Blotch	11	33.10	364.10
		0.00	0.00
Poinsettias		0.00	0.00
100 Cell Tray Poinsettia Premium Polar White	5	77.50	387.50
100 Cell Tray Poinsetta Prestige Red	20	77.50	1,550.00
Freight and Handling	1	200.00	200.00
		0.00	0.00
<u>2018 Winter Total: \$15876.42</u>		0.00	0.00

TOTAL

**\$76,040.97**

Accepted By

Accepted Date



since 1910

# Ruigrok Flowerbulbs

Zilkerbinnenweg 58 · 2191 AD De Zilk · The Netherlands

T +31(0) 252 515821 · F +31(0) 252 519489

USA: 1 877-240-8630 · Canada: 1 877-783-7984

info@ruigrokflowerbulbs.com · www.ruigrokflowerbulbs.com

Fall 2018	Name	City of Fairhope, 555 South Section Street		
Quotation Ruigrok Flowerbulbs		Fairhope, AL 36533		
	Delivery	October 2nd 2018		
	Order No.	<i>Order 3/18 for 10/19</i>		
	Order Date			
	Delivery	Free Domicile		
Product	Quantity	Size	Price p/1000	Amount
<i>Tulipa</i> 'Pink Impression'	22.000	12/+	\$205,00	\$4.510,00
<i>Tulipa</i> 'Golden Parade'	22.000	12/+	\$205,00	\$4.510,00
<i>Tulipa</i> 'Red Impression'	37.500	12/+	\$195,00	\$7.312,50
<i>Tulipa</i> 'Tom Pouche'	4.000	12/+	\$215,00	\$860,00
<i>Tulipa</i> 'Salvo'	4.000	12/+	\$210,00	\$840,00
<i>Narcissus</i> 'Dutch Master'	7.000	16/+	\$505,00	\$3.535,00
<i>Narcissus</i> 'Carlton'	1.700	16/+	\$490,00	\$833,00
<i>Narcissus</i> 'Las Vegas'	1.200	16/+	\$500,00	\$600,00
<i>Narcissus</i> 'Tete-a-Tete'	2.000	12/+	\$175,00	\$350,00
<i>Narcissus</i> 'Topolino'	6.000	10/+	\$175,00	\$1.050,00
<i>Narcissus papyraceus</i> 'Ziva'	9.500	16/17	\$414,00	\$3.933,00
<i>Hyacinthus</i> 'Atlantic'	1.575	17/18	\$450,00	\$708,75
<i>Hyacinthus</i> 'Delft Blue'	1.125	17/18	\$440,00	\$495,00
<i>Hyacinthus</i> 'Pink Pearl'	3.150	17/18	\$440,00	\$1.386,00
<b>Trail Bulbs</b>				
<i>Tulipa</i> 'Banja Luka'	500	12/+	N/C	\$0,00
<i>Tulipa</i> 'Apeldoorn's Elite'	500	12/+	N/C	\$0,00
<i>Hyacinthus</i> 'Jan Bos'	225	17/18	N/C	\$0,00
<b>Total Amount</b>				<b>\$30.923,25</b>





# Ruigrok Flowerbulbs

Zilkerbinnenweg 58 · 2191 AD De Zilk · The Netherlands  
T +31(0) 252 515821 · F +31(0) 252 519489  
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info@ruigrokflowerbulbs.com · www.ruigrokflowerbulbs.com

<b>Caladium Quotation</b>	<b>Name</b>	<b>City of Fairhope</b>		
<b>Ruigrok Flowerbulbs</b>	<b>Delivery</b>	<b>F.O.B Florida</b>		
	<b>Order No.</b>			
	<b>Order Date</b>			
	<b>Delivery week</b>	<b>2018/16</b>		
			<b>p/1000</b>	
<b>Product</b>	<b>Quantity</b>	<b>Size</b>	<b>Price</b>	<b>Amount</b>
Caladium Red Flash	1800	Jumbo	\$780,00	\$1.404,00
Caladium Tapestry	800	Jumbo	\$780,00	\$624,00
White Wing	1800	Jumbo	\$1.400,00	\$2.520,00
Caladium Frieda Hemple	1600	Jumbo	\$700,00	\$1.120,00
Caladium Royal Flush	1300	Jumbo	\$780,00	\$1.014,00
<b>Total Amount</b>				<b>\$6.682,00</b>

✓





*Shore Acres*   
*Plant Farm, Inc.*

11545 Bellingrath Rd  
Theodore, Al, 36582

September 11, 2017

Paul Merchant  
City of Fairhope  
801 Greeno Rd N  
Fairhope, AL 36532

RE: Projected Plant Beautification Budget for 2018

Dear Paul:

Based on previous purchases, your projected plant beautician budget for 2018 should be \$53,880.09. Please let me know if you have any question or need anything further.

Regards,

Sherrie Campbell  
Office Manager/AP/AR  
scampbell@saplantfarm.com

Shore Acres Plant Farm, Inc.  
11545 BELLINGRATH HWY. THEODORE, AL 36582  
251-973-1602

Shore Acres Plant Farm

\$48,981.90 +10%

ORDER_DATE	CUST_NAME	IC_NO	IC_DESC	ORD_QTY	PRICE_AM	PRICE_EXT	Size
3/4/2016 0:00	COF Public Works	06-311	IMPATIENS SH BOUNCE	3000	\$1.70	\$5,100.00	6" PREMIUM
3/4/2016 0:00	COF Public Works	06-037	PETUNIA	2268	\$1.70	\$3,855.60	6" PREMIUM
3/4/2016 0:00	COF Public Works	06-046	VERBENA CHERRY BLOSSOM	2500	\$1.70	\$4,250.00	6" PREMIUM
3/14/2016 0:00	COF Public Works	QT-04	SALVIA	1222	\$1.70	\$2,077.40	QT PERENNIAL
4/6/2016 0:00	COF Public Works	QT-82	OSTEO VOLTAGE	256	\$2.10	\$537.60	QUART
4/6/2016 0:00	COF Public Works	08-74	IMPATIENS	211	\$3.00	\$633.00	8" PREM
4/7/2016 0:00	COF Public Works	QT-075	PW PETUNIA	350	\$2.10	\$735.00	QUART
4/12/2016 0:00	COF Public Works	QT-188	GERBERA DAISY ASST	80	\$2.95	\$236.00	QUART
5/1/2016 0:00	COF Public Works	QT-075	PW PETUNIA VISTA BUBBLE GUM	240	\$3.50	\$840.00	QUART
5/2/2016 0:00	COF Public Works	QT-075	PW PETUNIA	240	\$2.10	\$504.00	QUART
5/11/2016 0:00	COF Public Works	QT-075	PW PETUNIA	504	\$2.10	\$1,058.40	QUART
5/13/2016 0:00	COF Public Works	QT-075	PW PETUNIA	191	\$2.10	\$401.10	QUART
5/22/2016 0:00	COF Public Works	06-298	MARIGOLD DWARF YELLOW	1570	\$1.70	\$2,669.00	6" POT
5/22/2016 0:00	COF Public Works	06-307	ZINNIA PROFUSION DBL YELLOW	1724	\$1.70	\$2,930.80	6" POT
6/13/2016 0:00	COF Public Works	06-29	SALVIA RED	1504	\$1.70	\$2,556.80	6" POT
6/13/2016 0:00	COF Public Works	06-41	IMPATIENS ASST	342	\$1.70	\$581.40	6" POT
6/15/2016 0:00	COF Public Works	06-29	SALVIA RED	224	\$1.50	\$336.00	6" POT
7/22/2016 0:00	COF Public Works	06-201	BEGONIA DRAGON WING	1800	\$1.70	\$3,060.00	6" PREMIUM
7/26/2016 0:00	COF Public Works	04-127	BEGONIA BRONZE LEAF ASST	2800	\$0.65	\$1,820.00	4" POT
8/15/2016 0:00	COF Public Works	06-021	VINCA CORA	1200	\$1.95	\$2,340.00	6" POT
9/6/2016 0:00	COF Public Works	06-10	CROSSANDRA FALL	300	\$2.25	\$675.00	
9/30/2016 0:00	COF Public Works	08-35	3 QT MUM YELLOW	750	\$2.67	\$2,002.50	8" MUM ✕ = 5492
9/28/2016 0:00	COF Public Works	08-31	3 QT MUM BRONZE	500	\$2.67	\$1,335.00	8" MUM ✕
9/28/2016 0:00	COF Public Works	08-35	3 QT MUM YELLOW	500	\$2.67	\$1,335.00	8" MUM ✕
10/5/2016 0:00	COF Public Works	06-172	MARIGOLD	1200	\$1.95	\$2,340.00	6" POT
10/11/2016 0:00	COF Public Works	08-35	3 QT MUM YELLOW	5	\$2.65	\$13.25	8" MUM ✕
10/11/2016 0:00	COF Public Works	08-31	3 QT MUM	25	\$2.65	\$66.25	8" MUM ✕
10/11/2016 0:00	COF Public Works	06-172	MARIGOLD ASST	500	\$1.95	\$975.00	6" POT
10/18/2016 0:00	COF Public Works	06-172	MARIGOLD	504	\$1.95	\$982.80	6" POT
10/26/2016 0:00	COF Public Works	08-35	3 QT MUM	400	\$1.85	\$740.00	8" MUM ✕
11/23/2016 0:00	COF Public Works	CH-22GO	6" COVER GOLD	300	\$0.70	\$210.00	6" POT COVER
11/23/2016 0:00	COF Public Works	CH-1	POINSETTIA RED	300	\$5.95	\$1,785.00	6" POINSETTIA ✓

16,453.60

12,848.50

12,402.80

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

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

[1] That the City of Fairhope approves the procurement of 96-gallon Toter garbage carts for the fiscal year 2018 for the Public Works Department which will be procured in three separate orders of 130 units per truck load at \$7,406.10 (\$50.40 each plus freight) with a total annual cost not to exceed \$23,000.00. The procurement will be through the National IPA Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NIPA's bid process, and will not impact our bid limit for like items.

Adopted on this 25th day of September, 2017

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

Attest:

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

# City of Fairhope

## Project Funding Request

Issuing Date 9/13/2017

Please return this Routing Sheet to Treasurer by

 SEP 15 '17 PM 3:04  
 9/13/2017 *LAL*

 Project Name: Purchase of 96-gallon Toter garbage carts To be purchased as needed during FY 2018
Project Location: Sanitation Dept.Presented to City Council: 9/25/2017 Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_Project Cash Requirement Submitted for Approval: Cost: \$7,406.10 per truck load of 130 ea. @ \$50.40 + freight  
Total FY 2018 not to exceed \$23,000Providers: Toter LLC, Statesville, NC  
Purchased through National IPA Buying GroupProject Engineer: n/aOrder Date: \_\_\_\_\_ Lead Time: 3-4 weeks ARO

## Department Funding This Project

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

## Division of General Fund Funding This Project

 Admin 10 \_\_\_\_\_ Police 15 \_\_\_\_\_ Fire 20 \_\_\_\_\_ Rec 25 \_\_\_\_\_ Adult Rec 30 \_\_\_\_\_ Street 35 \_\_\_\_\_  
 San 40 XX Golf 50 \_\_\_\_\_ Debt Service 85 \_\_\_\_\_
Expense Code 001-400-51470

Revenue Code \_\_\_\_\_

Project will be: Expensed xx  
Capitalized \_\_\_\_\_

## Project Financed By:

Grant: \_\_\_\_\_ Federal - not to exceed amount  
\_\_\_\_\_ State  
\_\_\_\_\_ CityProject Budgeted: Provided for in the  
Proposed FY2018 budget

(Over) Under budget amount: \_\_\_\_\_

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

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

Funding: Operating funds

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

City Council prior approval n/aRequest received by City Treasurer 9/13/2017Received by Finance Department 9/14/17Received by Mayor 9/15/17Request approved by City Treasurer *Deborah Smith*Request approved by Finance Director *Deborah Smith*Request approved by Mayor *V. Smith*Contact Person: Dale Linder



## MEMO

Karin Wilson  
Mayor

To: Deborah Smith, Treasurer

From:

*Delores A Brandt*  
Delores A Brandt, Purchasing Clerk  
for Daniel P. Ames, Purchasing Manager

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Date: September 12, 2017

Re: Greensheet approval -- over \$7,500, over \$10,000 for fiscal year, Garbage Carts for Public Works Dept.

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

For the fiscal year 2018, the Public Works Department requests approval to procure 400 garbage carts, with City logos and continuing our sequential numbering. If approved, the procurement would be in **three orders of 130 units each at a cost of \$56.97 per cart (including shipping)**. At current cost levels, the cost will be TWENTY-TWO THOUSAND TWO HUNDRED EIGHTEEN DOLLARS and THIRTY CENTS (\$22,218.30). The procurement will be through the National IPA buying group, contract # 120576-01, and will not impact our bid limit for like items. The pricing of this item is dependent on the oil market, and is subject to fluctuations in that market.

This procurement is over the greensheet approval benchmark of \$7,500, and over the \$10,000 limit for City Council approval. The recommended vendor is Toter, LLC, of Statesville, NC.

See attached quotation for details.

**Please compose and have approved, a greensheet for this procurement of garbage carts for the Public Works Department; to be provided by Toter, LLC, of Statesville, NC., at a not-to-exceed cost of \$23,000.**

Cc: file,

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10054121

**Sell To:**

Contact Name Dale Linder  
 Bill To Name City of Fairhope  
 Bill To 555 S Section St  
 Fairhope, AL 36532-1609  
 USA  
 Email dale.linder@cofairhope.com  
 Phone (251) 928-8003

Ship To Name City of Fairhope  
 Ship To 555 S Section St  
 Fairhope, AL 36532-1609  
 United States

**Quote Information**

Salesperson Tiffany Broady  
 Salesperson Email [tbroad@wastequip.com](mailto:tbroad@wastequip.com)  
 Salesperson Phone (704) 221-6210  
 Created Date 9/13/2017  
 Expiration Date 10/13/2017  
 Quote Number WQ-10054121  
 Please Reference Quote Number on all Purchase Orders

Model	Product Description	Selected Option	Description	Quantity	Sales Price	Total Price
79296	Model 79296 - Toter 96 Gallon EVR II Universal/Nestable Cart-NIPA	---Body Color - (968) Greenstone ---Lid Color - (200) Black ---Body Hot Stamp on Both Sides (Existing) in White ---Wheels - 10in Sunburst ---Lid Insert - Read from Street (Existing) ---Customer Serial Number Hot Stamped on Front of Cart Body in White ---2/3 Assembled with Lid (down), Stop Bar and Axle Factory Installed ---Warranty - 12 Yrs Cart Body, All other components 10 Yrs	Body: S2124 Lid: B0208 Starting SN: B9604865	130.00	\$50.40	\$6,552.00

Payment Terms Net 30 Days if credit has been established  
 Shipping Terms FOB Origin  
 Subtotal \$6,552.00  
 Shipping and Handling \$854.64  
 Tax \$0.00  
 Grand Total \$7,406.64  
 7406-10

**Additional Information**

**Additional Terms** Our Quote is a good faith estimate, based on our understanding of your needs. Subject to our acceptance, your Order is an offer to purchase our Products and services in accordance with the Wastequip Terms & Conditions of Sale ("WQ T&C") located at: <https://www.wastequip.com/terms-conditions-of-sale>, as of the date set forth in Section 1(b) of the WQ T&C, which are made a part of this Quote. These WQ T&Cs may be updated from time to time and are available by hard copy upon request.

Pricing is based on your anticipated Order, including product specifications, quantities and timing - any differences to your Order may result in different pricing. Due to volatility in petrochemical, steel and related product material markets, actual prices, as well as freight, are subject to change and will be confirmed prior to acceptance of an Order. Unless otherwise stated, materials and container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes and representations - actual volume, Products and materials are subject to manufacturing and commercial variations and Wastequip's practices, and may vary from nominal sizes and materials. All prices are in US dollars; this Quote may not include all applicable taxes, brokerage fees or duties.



841 Meacham Rd, Statesville, NC, 28677

PHONE: 800-424-0422 FAX: 704-878-0734

WQ-10054121

Wastequip, Toter, Galbreath, Cusco, Accurate, Mountain Tarp, Pioneer, and Parts Place are registered trademarks, trade names and subsidiaries of Wastequip, LLC.

**Additional Information**

Due to extremely volatile petrochemical and steel markets, actual prices and freight are subject to change and must be confirmed before acceptance of an order. Above pricing is based on orders placed in the quantities stated above. Orders placed for other than these quantities may be subject to additional freight and cost. Unless otherwise stated, container sizes indicated on sales literature, invoices, price lists, quotations and delivery tickets are nominal sizes. Actual volume may vary from nominal sizes. This proposal is subject to Wastequip/Toter standard terms and conditions. Quotation does not include any applicable taxes other than those specifically listed on this document. Final tax calculations are subject to change.

**Special Contract Information**

Please Note: Pricing is based on the National IPA agreement through Toter's Contract No. 120576-01 as awarded by the City of Tucson on January 31, 2013. Per the terms of this contract, pricing is evaluated every three (3) months for price adjustments based on current market conditions. The current pricing is effective 8/01/2017 to 10/31/2017.

**Signatures**

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

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order: \_\_\_\_\_

**Please Reference Quote Number on all Purchase Orders**

**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 Wi-Fi for Volanta Park, Pier & Downtown areas for the IT Department and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 081716); 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 \$29,861.00.

Adopted on this 25th day of September, 2017

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

Attest:

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



# City of Fairhope Project Funding Request

SEP 15 '17 PM 3:04  
9/14/2017 *MAH*

Issuing Date 9/14/2017

Please return this Routing Sheet to Treasurer by

Project Name: Procure equipment for Wi-Fi for Volanta Park, Pier & Downtown

Project Location: Volanta Park, Pier, & Downtown

Presented to City Council: 9/25/2017 Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval: Cost: \$29,861.00

Providers: CDW-G  
NJPA buying group

Project Engineer: n/a

Order Date: \_\_\_\_\_ Lead Time: 5 days

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

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

Expense Code: 001-250-50470 Revenue Code \_\_\_\_\_

Project will be: Expensed xx  
Capitalized \_\_\_\_\_

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

Project Budgeted: \$30,000.00

(Over) Under budget amount: \$139.00

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

Funding: Operating funds

City Council prior approval	<u>4/24/2017</u>	Request approved by City Treasurer	<i>Deborah Smith</i>
Request received by City Treasurer	<u>9/14/2017</u>	Request approved by Finance Director	<i>Jeff Montgomery</i>
Received by Finance Department	<u>9/14/17</u>	Request approved by Mayor	<i>John Kahl</i>
Received by Mayor	<u>9/15/17</u>		

Contact Person: Jeff Montgomery



Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, A.C.M.O.

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

## MEMO

To: Deborah Smith, Treasurer

From:

*Delores A Brandt*

Delores A Brandt, Purchasing Clerk  
Daniel P. Ames, Purchasing Manager

Date: September 11, 2017

Re: Greensheet approval -- Procurement over \$10,000 for Wi-Fi for the Volanta Park, Pier, and Downtown areas, and under the budgeted amount.

The I.T. Department requests approval of budgeted procurement of outdoor Wi-Fi equipment for Volanta Park, Pier, and Downtown areas from a buying group, NJPA, available to the City. Brocade / Rudkus will be utilized for this procurement thru CDW, the vendor.

The cost of this procurement at \$29,861.00 is under the budgeted amount of \$30,000.

No additional bidding is required. Included specifications were determined by the I.T. Department. The total cost of the equipment requested is TWENTY-NINE THOUSAND EIGHT HUNDRED SIXTY-ONE DOLLARS (\$29,861.00).

NOTES: See attached quotation for details. Leadtime *5 days*

**Please compose a greensheet and obtain approval for this over \$10,000, budgeted procurement.**

Cc: file, J. Montgomery

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2156

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

# QUOTE CONFIRMATION



DEAR JEFF MONTGOMERY,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
JFGK379	8/23/2017	RUCKUS	5955395	\$29,861.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>Ruckus ZoneFlex P300 - bridge - 802.11ac - desktop</u> Mfg. Part#: 901-P300-US02 UNSPSC: 43222609 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	2	3764927	\$1,580.00	\$3,160.00
<u>Ruckus ZoneFlex T610 - wireless access point</u> Mfg. Part#: 901-T610-US01 UNSPSC: 43222631 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	7	4460329	\$1,315.00	\$9,205.00
<u>Ruckus ZoneFlex T610s - wireless access point</u> Mfg. Part#: 901-T610-US51 UNSPSC: 43222631 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	3	4499589	\$1,310.00	\$3,930.00
<u>Ruckus network device mounting kit</u> Mfg. Part#: 902-0125-0000 UNSPSC: 31162313 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	13	4625123	\$85.00	\$1,105.00
<u>Ruckus SmartZone 100 - network management device</u> Mfg. Part#: P01-S104-US00 UNSPSC: 43222634 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	2	3615256	\$3,315.00	\$6,630.00
<u>Ruckus SmartZone 100 - upgrade license - 1 access point</u> Mfg. Part#: L09-0001-SG00 UNSPSC: 43233204 Electronic distribution - NO MEDIA Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	14	3616702	\$66.00	\$924.00
<u>RUCKUS ZONEFLEX T710 OMNI OUT DS AP</u> Mfg. Part#: 901-T710-US01 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	4156776	\$1,974.00	\$1,974.00
<u>Ruckus End User WatchDog Premium Support - extended service agreement - 1 y</u> Mfg. Part#: 806-P300-1100 UNSPSC: 81111812 Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)	1	3787326	\$325.00	\$325.00
<u>Ruckus End User WatchDog Premium Support - extended service agreement - 1 y</u>	7	4771692	\$259.00	\$1,813.00

QUOTE DETAILS (CONT.)				
Mfg. Part#: 806-T610-1000				
UNSPSC: 81111812				
Electronic distribution - NO MEDIA				
Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)				
<u>Ruckus End User WatchDog Premium Support - extended service agreement - 1 y</u>	3	4771692	\$265.00	\$795.00
Mfg. Part#: 806-T610-1000				
UNSPSC: 81111812				
Electronic distribution - NO MEDIA				
Contract: NJPA 100614#CDW Technology Catalog (100614#CDW)				

PURCHASER BILLING INFO		SUBTOTAL	\$29,861.00
<b>Billing Address:</b> CITY OF FAIRHOPE ACCTS PAYABLE 555 S SECTION ST PO DRAWER 429 FAIRHOPE, AL 36532-1609 Phone: (251) 928-8003 Payment Terms: Net 30 Days-Govt State/Local		SHIPPING	\$0.00
		GRAND TOTAL	\$29,861.00
		<b>DELIVER TO</b> <b>Shipping Address:</b> CITY OF FAIRHOPE MAIN WAREHOUSE 555 S SECTION ST FAIRHOPE, AL 36532-1609 Shipping Method: DROP SHIP-GROUND	

Need Assistance? CDW'S SALES CONTACT INFORMATION

	Sergio Aguirre		(866) 229-6699		sergagu@cdw.com
---	----------------	--	----------------	--	-----------------

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at: <http://www.cdw.com/portal/terms-conditions/industrial-sales.asp>  
 For more information, contact a CDW account manager  
 © 2017 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that City Council approves Engineering Design Technologies, Inc. for an increase to the engineering fee, and authorizes Mayor Karin Wilson to execute Amendment No. 1 to the Contract; and to approve Engineering Design Technologies, Inc. to let the bid for approved work for RFQ No. PS018-17, Professional Engineering Services for Repairs to Quail Creek Clubhouse.

DULY ADOPTED THIS 25TH DAY OF SEPTEMBER, 2017

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

Attest:

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

## City of Fairhope Project Funding Request

Issuing Date 9/12/2017

Please return this Routing Sheet to Treasurer by

**SEP 15 9 12 AM 2017**

Project Name: <u>Amendment No. 1 - Professional Eng Services for Repairs to Quail Creek Clubhouse 2017</u>	PS 018-17 <i>[Signature]</i>
--	------------------------------

Project Location: Quail Creek Golf Clubhouse

Presented to City Council: 9/25/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$5,250.00      Not to exceed \_\_\_\_\_  
 Total Contract not to exceed \$29,750

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

Project Engineer: Engineering Design Technologies, Inc.

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

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

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

Expense Code <u>103-55869</u>	Revenue Code _____
-------------------------------	--------------------

Project will be:      Expensed xx  
 Capitalized \_\_\_\_\_

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

Project Budgeted: \$125,000 in 2017 budget

(Over) Under budget amount: \_\_\_\_\_

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

Funding: Capital Projects Fund

City Council prior approval	<u>n/a</u>	Request approved by City Treasurer <i>[Signature]</i>
Request received by City Treasurer	<u>9/12/2017</u>	Request approved by Finance Director <i>[Signature]</i>
Received by Finance Department	<u>9/14/17</u>	Request approved by Mayor <i>[Signature]</i>
Received by Mayor	<u>9/15/17</u>	

Contact Person: Richard Peterson



## MEMO

To: Deborah Smith, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk  
For Daniel P. Ames, Purchasing Manager

Date: September 12, 2017

Re: **RFQ No. PS018-17, Engineering Services for Repairs to Quail Creek Clubhouse** Council approve the Mayor to negotiate, establish a not-to-exceed, and sign **Amendment #1** of Contract

The City Council hired, Engineering Design Technologies (EDT) for **RFQ No. PS018-17, Engineering Services for Repairs to Quail Creek Clubhouse**. City Council authorized the Mayor to negotiate a fee schedule with Engineering Design Technologies (EDT) for the project. A fee schedule and 'not to exceed' \$24,500.00 was established, and a contract executed. The work was performed.

After the study, the engineer recommends a design of the exterior ADA access, replacement of the wooden deck, structural engineering for the proposed design of the new roof extension and proposed concrete slab extension. It was determined that additional work was needed to implement the recommendations made by EDT with a not to exceed amount of FIVE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$5,250.00). The implementation by EDT will include letting the bid, required advertising, and completion of Closeout documents.

**Please move this request forward for City Council to approve Engineering Design Technologies (EDT) for an increase to the engineering fee of \$5,250.00 and authorize the Mayor to execute Amendment No.1 to the Contract, and approve EDT to let the bid for approved work, for RFQ No. PS018-17, Engineering Services for Repairs to Quail Creek Clubhouse.**

Cc: file

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

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**EXHIBIT A**  
**AMENDMENT #1 TO CONTRACT**

1.0 **The PROFESSIONAL ENGINEER will be responsible for meeting or exceeding the overall objectives for the requested services including:**

- Design of exterior ADA ramp on southwest side of building, and replacement/removal of exterior doors on south side of building.
- Design of new concrete slab on south side of building.
- Design of approximately 10 feet of new roof extension on south side of building.
- Design of new walkway on south side of building from main concrete deck to the Pro-Shop entrance.
- Design of approximately 10 feet of new wooden deck.
- Revisions to demolition plans and specifications as needed to include additional items of work.

**Design Phase Services**

- Upon approval of the amendment, the architect and engineering team will prepare/revise plans and specifications as required to secure proper bidding by local contractors and suppliers.
- The architect and engineering team will prepare bid solicitation documents and will assist the City in negotiations of a contract as required.

**Construction Administration Phase Services**

- No change.



**AMENDMENT #1 TO CONTRACT**

**RFQ PS018-17 Engineering Services for Repairs to Quail Creek Clubhouse**

This Amendment#1 to Contract is made and entered into by and between the CITY OF FAIRHOPE, ALABAMA and **Engineering Design Technologies, Inc.**, on this \_\_\_\_ day of September, 2017.

**Recitals**

WHEREAS, **Engineering Design Technologies, Inc** was awarded a Contract to perform Professional Engineering Services, with a not to exceed amount of \$24,500, for the City of Fairhope on May 9, 2017; and

WHEREAS, the City of Fairhope, Alabama has need for additional related Professional Engineering Services for: **RFQ PS018-17 Engineering Services for Repairs to Quail Creek Clubhouse, to include design of exterior ADA access, replacement of the wooden deck, structural engineering for the proposed design of the new roof extension and proposed concrete slab extension:** and

WHEREAS, **Engineering Design Technologies, Inc.**, has submitted a request for compensation of the additional related Professional Engineering Services, not to exceed Five Thousand Two Hundred Fifty Dollars (\$5,250.00) to Fairhope for those additional related Professional Engineering Services for: **RFQ PS018-17 Engineering Services for Repairs to Quail Creek Clubhouse** and

WHEREAS, upon development of construction plans, specifications and contract documents, **Engineering Design Technologies, Inc.** has permission to advertise Bid documents on behalf of the City; and

**Agreement**

NOW, THEREFORE, the parties hereto agree, covenant and promise as follows:

AMEND this Contract to include **increasing** the contracted not-to-exceed amount from TWENTY-FOUR THOUSAND FIVE HUNDRED dollars (\$24,500.00) by an additional Five Thousand Two Hundred Fifty Dollars (\$5,250.00), to a new total not-to-exceed amount of TWENTY-NINE THOUSAND SEVEN HUNDRED FIFTY dollars (\$29,750.00)

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the date stated.

**CITY SIGNATURE**

CITY OF FAIRHOPE, ALABAMA

BY: \_\_\_\_\_  
**Karin Wilson, Mayor**

ATTEST: \_\_\_\_\_  
**Lisa A. Hanks, MMC, City Clerk**

**NOTARY FOR THE CITY OF FAIRHOPE:**

STATE OF ALABAMA ]  
COUNTY OF BALDWIN ]

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

Given under my hand and notarial seal on this the \_\_\_\_ day of \_\_\_\_\_ 2017

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_ / \_\_\_\_ / \_\_\_\_

**CONSULTANT SIGNATURE**

**If not a Corporation**

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
(CONSULTANT SIGNATURE)

**If a Corporation**

\_\_\_\_\_  
(CORPORATION NAME)

BY: \_\_\_\_\_ ATTEST: \_\_\_\_\_  
(CONSULTANT SIGNATURE)

As Its: \_\_\_\_\_

**NOTARY FOR CONSULTANT:**

STATE OF \_\_\_\_\_ ]  
COUNTY OF \_\_\_\_\_ ]

I, \_\_\_\_\_, a Notary Public in and for said State and County,

hereby certify that \_\_\_\_\_, whose title as \_\_\_\_\_

of \_\_\_\_\_ is signed to the foregoing conveyance and who  
is

(Company name)

known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officer and with full authority, executed the same voluntarily on the day the same bears date.

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

Notary Public \_\_\_\_\_

My Commission Expires \_\_\_\_/\_\_\_\_/\_\_\_\_

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

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That \_\_\_\_\_ is hereby appointed as City Treasurer to fill the term of Deborah Smith who will be leaving the City on September 30, 2017. The term of the City Treasurer shall serve until the next general municipal election and until a successor is elected by the council and qualified. Section 11-43-3, Code of Alabama, 1975.

ADOPTED 25TH DAY OF SEPTEMBER, 2017

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

ATTEST:

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



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

9/11/17  
JMA

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. *by William Boyd Little*

APPLICANT'S NAME Oak Hollow Farm Inc SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH Point Clear AL

MAILING ADDRESS 8574 County Road 11 Fairhope AL 36532

HOME # \_\_\_\_\_ WORK # <sup>ofc</sup> 251-928-2522

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

RESIDENCE ADDRESS same

NO. YEARS AT PRESENT ADDRESS 43 NO. YEARS AT PREVIOUS ADDRESS 2

PREVIOUS ADDRESS County Road 1 Fairhope AL

NAME AND ADDRESS OF BUSINESS 2017 Oak Hollow Farm Angel Ride Concert  
14210 Greeno Road Fairhope AL 36532

NAME OF CORPORATION Oak Hollow Farm Inc

BUSINESS LOCATION same as above

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE same location UNDER WHAT NAME same name

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE \_\_\_\_\_

WHEN \_\_\_\_\_ WHAT WAS CHARGE \_\_\_\_\_

DISPOSITION \_\_\_\_\_

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Bob Cahoon	Fairhope AL	
Albert Corte	Daphne AL	
Larry Blackburn	Foley AL	

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.**

William Boyd Hite  
SIGNATURE (FULL NAME)

8-8-17  
DATE

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

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

APPROVED Joseph H. Pettit DATE 09-19-17  
Chief of Police

APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
BY COUNCIL \_\_\_\_\_ City Clerk

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



CITY OF FAIRHOPE  
 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 NISHIT PATEL SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH INDIA

MAILING ADDRESS \_\_\_\_\_, CANTONMENT FL, 32533

HOME # \_\_\_\_\_ WORK # N/A

CELL # 941-786-5595 FAX # \_\_\_\_\_

RESIDENCE ADDRESS \_\_\_\_\_ CANTONMENT FL, 32533

NO. YEARS AT PRESENT ADDRESS 1 NO. YEARS AT PREVIOUS ADDRESS \_\_\_\_\_

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

NAME AND ADDRESS OF BUSINESS FAIRHOPE MARATHON

---

NAME OF CORPORATION FAIRHOPE MARATHON CORP.

BUSINESS LOCATION 8961, FAIRHOPE AVE, FAIRHOPE AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE NO

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

HAS APPLICANT EVER BEEN ARRESTED NO IF SO, WHERE \_\_\_\_\_

WHEN \_\_\_\_\_ WHAT WAS CHARGE \_\_\_\_\_

DISPOSITION \_\_\_\_\_

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
SHAILAV SHETH	832 Joliet CT Biloxi MS 39532	
PARESH PATEL	213 Newberry ST CANTONMENT FL, 32533	
XITIZ PATEL	2456 BOWLING greenway Cantonment FL, 32533	

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.**

*crubst*  
SIGNATURE (FULL NAME)

08/24/17  
DATE

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

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

APPROVED *Joseph N. Pettit* DATE 09-05-17  
Chief of Police

APPROVED  
BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

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