



CITY OF FAIRHOPE

CITY COUNCIL PACKET

DISCLAIMER

PLEASE TAKE NOTICE:

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

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

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

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

MONDAY, 9 OCTOBER 2017 – 4:30 P.M. – COUNCIL CHAMBER

1. Walking School Bus (program of the Baldwin County Trailblazers) – Discussion of Placemaking Grant via the National Association of Realtors for an additional Kiosk behind the Library – Charlene Lee.
2. Pedestrian and Bicycle Committee Recommendations
3. Discussion for Proposed Updated Franchise Agreement
4. Committee Updates
5. Department Head Updates

Next Regular Meeting Monday, October 23, 2017 at 4:30 p.m. and Same Place

Lisa A. Hanks, MMC

From: Charlene Lee <charlenelee366@gmail.com>
Sent: Monday, October 2, 2017 5:29 PM
To: Lisa A. Hanks, MMC
Cc: Molly Peterson
Subject: Advice on process for grant approval via city

The BC Association of Realtors has offered to apply for a \$5000 Placemaking grant via the National Association of Realtors to aid the Walking School Bus (program of the Baldwin County Trailblazers).

The WSB has more than doubled this year and the kiosk we use for daily attendance is no longer sufficient as we now need another covered check in station. I would like to pursue the grant to add an additional kiosk and some amenities (if money is left over after building the kiosk) to the grassy area beside the library where the WSB students gather and play each morning. This fits nicely in 2 of the Placemaker approved categories related to pocket parks.

I spoke with Tamera Dean today about the grant and she has identified where she would like the kiosk to be located. She will meet with her staff/board and investigate other ways the library could utilize the kiosks in their current programming.

Can you tell me the process I need to use to obtain city approval? The grant must be submitted by October 15th. So I realize we are on a tight schedule.

Thanks for your help,

Charlene Lee

FRANCHISE AGREEMENT

This Agreement is made and entered into by and between the City of Fairhope, Alabama ("City") a municipal corporation and _____, ("Grantee").

RECITALS

Grantee is a sole proprietor with a principal place of business at _____, Fairhope, AL 36532. Grantee is engaged in the business of _____ to the public. Grantee proposes to install and operate _____ at the _____. Grantee requests that the City grant to Grantee a franchise to install, maintain and operate this business on public property at the _____.

In consideration of the mutual covenants, promises and conditions set forth herein the parties agree as follows:

SECTION 1

Section 1.1 DEFINITIONS

Unless otherwise specially provided, or unless clearly required by the context, the words and phrases defined in this section shall have the following meanings when used in this Ordinance and Franchise Agreement:

- (1) **MAYOR:** Shall mean the Mayor of the City of Fairhope
- (2) **COUNCIL:** Shall mean the City Council of Fairhope, the governing body of City of Fairhope, Alabama.
- (3) **CITY:** Shall mean City of Fairhope, Alabama, which is governed by the Fairhope City Council.
- (4) **FRANCHISE:** Shall mean the franchise granted under the provisions of the *Ala. Code §11-40-1*, et seq., which authorizes municipalities to contract and to be contracted with. A "franchise" as used in this agreement is a special privilege not belonging to the citizens by common right but conferred by a municipality upon an individual or corporation.
- (5) **GRANTEE:** Shall mean _____ to whom a franchise has been granted by the City or anyone who succeeds _____ in accordance with the provisions of the franchise.
- (6) **GROSS REVENUES:** Shall mean all revenues received by the Grantee from or in connection with the operation of the franchise to provide services in the City of Fairhope pursuant to this franchise agreement.
- (7) **PERSON:** Shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

(8) **SERVICE AREA:** Shall mean the geographical area within City of Fairhope and specifically defined as follows: _____.

Section 1.2 REQUIREMENTS FOR FRANCHISE

(a) No person shall engage in the construction, operation, or maintenance of a private business on public property in the City unless such person or the person for whom such action is being taken shall hold a valid franchise granted by the City.

(b) Any franchise granted by the City pursuant to these rules and regulations shall not be deemed to be an exclusive right of permission. The City expressly reserves the right to grant similar nonexclusive franchises to other persons.

(c) In the event the City enters into a franchise, permit, license, authorization, or other agreement of any kind with any other person or entity other than the Grantee to enter into the City's Public Rights-of-way or public property for the purpose of operating a private business on public property in any part of the City, the material provisions thereof shall be reasonably comparable to those contained herein, in order that one operator not be granted an unfair competitive advantage over another, and to provide all parties equal protection under the law.

(d) No franchise shall be granted by the City in the Central Business District located in downtown Fairhope.

(e) No franchise shall be granted by the City to any food vendor who does not show proof of ServSafe certification, and does not have a water supply for personal sanitary purposes as well as for cleaning equipment used in the preparation of food.

(f) Food franchises shall meet all Alabama Health Department regulations and show proof thereof.

(g) No franchise shall be granted by the City to any food vendor who has refrigeration or heating requirements without having a generator to supply the power required to run these facilities; generator shall meet City of Fairhope noise ordinances.

Section 1.3 TERM OF FRANCHISE, RENEWAL

(a) The duration of this franchise agreement granted pursuant to this Ordinance shall be for one year and shall be renewed automatically each year for three years unless notice of termination is given in writing to the other party at least 60 days prior to the expiration of the then current term. This Agreement shall commence 10 days after approved by the City Council.

Section 1.4 ENFORCEMENT OF FRANCHISE

(a) A Grantee shall not be excused from complying with any of the terms or conditions of the franchise by any failure of the City upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

(b) Whenever the City shall set forth any time for any action to be performed by or on behalf of Grantee, said time shall be deemed of the essence and any failure of Grantee to perform within the time allotted shall be sufficient grounds for the City to revoke the franchise.

(c) A Grantee agrees by filing an application for a franchise that they will not assert, at any time, in any claim or proceeding that any condition or term of the franchise is unreasonable, arbitrary or void or that the City had no power or authority to make such term or conditions, but shall be required to accept the validity of the terms and conditions of the franchise in their entirety.

Section 1.5 CONFLICT WITH LAWS

(a) Whenever any law of the State of Alabama or of the United States, or of any agency of either, shall be in direct conflict with and supersede any provision of these rules and regulations, then for so long as such state or federal law or regulation shall be in force and effect, any affected provisions of this franchise granted hereunder shall be suspended and be of no force and effect and the Grantee shall not be required to comply with such provision; however, the validity of the remaining portions or provisions shall not be affected thereby. In the event this franchise imposes burdens different than those imposed by any other law, but within the power of the City to impose said burdens, the more restrictive provision shall apply.

(b) If any section, sentence, clause or phrase of these rules and regulations or of any franchise granted hereunder is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining portion of these rules and regulations or a of any franchise granted hereunder.

SECTION 2

Section 2.1 PROCEDURE FOR GRANTING FRANCHISE

(a) Any person desiring a franchise shall apply to the City for such a grant. The application for a franchise shall be in writing, in the form approved by and containing such information as required by the City and must be accompanied by a nonrefundable application fee of \$150.00 by cashier's check, certified check or money order payable to City of Fairhope. This is a separate fee from the Franchise fee.

(b) Upon receipt of said franchise application, the City shall provide notice of said application and conduct a public hearing to determine if the grant of the franchise would be in the best interest of the citizens of City of Fairhope.

(c) The application shall contain a statement under oath that the applicant will comply with all legal, financial and technical provisions of these rules and regulations and any other municipal, state or federal regulatory agencies.

(d) The application shall define the proposed service area of the applicant with specific time standards for the establishment of service to suit the service area.

SECTION 3

Section 3.1 CONSTRUCTION AND INSTALLATION

(a) After receipt of an initial franchise, a Grantee shall proceed with due diligence to install and begin operation of the franchise.

(b) Failure on the part of the Grantee to commence and diligently pursue _____ or failure to commence operation after 90 days from the commencement of this agreement shall be grounds for termination of the franchise. The City may extend the time for the commencement and completion of _____ for additional periods in the event the Grantee, acting in good faith, experiences delays by reasons of circumstances beyond her control.

(d) The _____ shall be constructed and operated in accordance with all adopted City, state and national construction and electrical codes.

Section 3.2 CONDITIONS FOR USE OF PUBLIC PROPERTY

(a) Grantee shall not install or begin operation of the franchise business until the installation has been approved by the Mayor or his designee.

Section 3.3 OPERATION AND MAINTENANCE

(a) The Grantee shall install and maintain _____ in a prudent and reasonable manner.

(b) Failures or malfunctions of the _____ shall be corrected by the Grantee promptly after notice of such failure or malfunction except or unless such failure or malfunction shall have been caused by storm, fire, lightning, explosion, civil unrest or other similar catastrophe.

(c) The City shall, if it deems it necessary, have the right and privilege to inspect the installation, operation and maintenance of the _____ by the Grantee in order to satisfy itself as to the proper performance of the terms of this franchise agreement.

SECTION 4

Section 4.1 FRANCHISE FEE

(a) There shall be a franchise fee of twenty (20) percent of Gross Revenues; and the fee for the business license which is an annual license issued by the municipality for the privilege of doing any kind of business, trade, profession or other activity in the municipality, by whatever name called.

(b) Grantee shall pay quarterly to the City during the life of the franchise a sum equal to twenty (20) percent of its gross revenues. Grantee shall file with the City on such form as prescribed by the City within sixty (60) days after the end of each quarterly a report, under oath at the risk of perjury, of the gross revenues for the preceding quarterly period, and shall, at the same time, pay to the City a sum equal to twenty (20) percent of the gross revenues for the said quarterly period.

Section 4.2 INDEMNIFICATIONS

(a) Grantee shall at his/her sole cost and expense fully indemnify, defend and save harmless the City, its officers, boards, and employees against any and all claims, demands, suits, actions, liability and judgments for damage arising out of the construction, operation and maintenance of the _____ franchise, and against all liabilities for damages by reason of, or arising out of, any failure by Grantee to safely operate and maintain the _____, including reasonable attorney's fees, arising out of the exercise or enjoyment of this franchise, irrespective of the amount of comprehensive liability policy required hereunder. This indemnity shall not apply to damages occasioned solely and exclusively by acts of the City, its agents or employees.

(b) Within thirty (30) days after the granting of the franchise and at all times during the term of the franchise, Grantee shall obtain, pay all premiums for, and file with the City executed duplicate copies and receipts evidencing the payment of premiums for the following:

A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the City, its officers, boards, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under franchise herein granted or alleged to have been so caused with a minimum of liability of _____ for personal injury or death of any two or more persons in any one occurrence. Renewal certificates of such insurance shall be promptly forwarded to the City as such renewals are made, and such insurance shall be kept in force and effect during the term of this grant or franchise. The Grantee and/or the insurance company shall file with the City a written notice of any material alteration or cancellation of any insurance coverage at least thirty (30) days prior to the effective date of such alteration or cancellation. Property damage insurance indemnifying, defending and saving harmless the City, its officers, boards, agents, and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of a Grantee under franchise granted by City caused with a minimum liability of _____ for property damage to two or more persons in any one occurrence. Said policies of insurance shall name the City as an additional insured.

(c) All of the foregoing insurance certificates shall be in form satisfactory to the City and shall be issued and maintained by companies authorized to do business in the State of Alabama and acceptable to the City and they shall require thirty (30) days written notice of any cancellation or reduction in coverage to both the City and Grantee herein, and a copy of said certificates shall be filed with the City.

Section 4.3 BOOKS/RECORDS OF GRANTEE

(a) All books and records of a Grantee concerning its operations within the City necessary for the enforcement of the provisions of this franchise, shall be made available for inspection and audit upon demand by the City within thirty (30) days after any request for such inspection or audit has been made.

Section 4.4 GRANTEE ACKNOWLEDGEMENT

(a) Grantee is an independent contractor. No agency or employment relationship is created by this Franchise Agreement.

SECTION 5

Section 5.1 SALE OR LEASE OF FRANCHISE

(a) No transfer or control of the _____, whether by force or voluntary sale, lease, assignment, foreclosure, attachment, merger, or any other form of disposition, shall occur or be considered valid without first giving prior notice and receiving the approval of the City. The notice shall include full identifying particulars of the proposed transaction. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualification of the prospective controlling party and the Grantee shall assist the City in any such inquiry. The City shall have one 60 days from the date the notice is received by the City within which to approve or disapprove, by resolution, the proposed transfer of control. The City will not unreasonably withhold its approval.

(b) Approval of such transfer shall be expressly conditioned upon full compliance with the material terms of the franchise agreement and this Ordinance. The transferee shall agree in writing to comply with all provisions of this Ordinance and the franchise agreement.

Section 5.2 REVOCATON OF FRANCHISE

(1) Subject to the provisions of this section, the City reserves the right to revoke, at any time, any franchise granted hereunder and rescind all rights and privileges associated therewith in the event that:

(a) Grantee has not substantially complied with a material provision of this Ordinance, the franchise agreement, or of any supplemental written agreement entered into by an between the City and the Grantee; or

(b) Grantee has made a material false statement in the application for the franchise, knowing it to be false, or Grantee commits a fraud in its conduct or relations under the franchise with the City; or

(c) Grantee becomes insolvent, enters into receivership or liquidation, files for bankruptcy or assignment for benefits of creditors, or is unable to pay its debts as they mature, unless the Grantee is in due process of contesting such debts; or

(d) Grantee fails to substantially comply with a material provision of any federal or state statue, or of any material rules or regulations that govern telecommunications; or

(e) Grantee exhibits a pattern of failing to comply with service standards as adopted herein or in the franchise agreement; or

(f) Grantee fails to comply with any federal or state judgment arising directly from the exercise of Grantee's rights under its franchise; or

(g) Grantee fails to provide or maintain in full force and effect the bond and insurance policies required by this Ordinance and franchise agreement; or

(h) Grantee assigns, sells or transfers its title or interest in its franchise without the consent of the City.

(2) In the event that the City shall make a preliminary decision to revoke a franchise granted hereunder, it shall give the Grantee a minimum of thirty days written notice of its intention to terminate and stipulate cause. A public hearing shall be scheduled for the end of said 30 day period. If during said period, the cause shall be cured to the satisfaction of the City, the City shall declare the notice to be null and void. If the cause is not cured to the satisfaction of the City, before a franchise may be terminated, the Grantee must be provided with an opportunity to be heard before the City in a public hearing in accordance with due process procedures. After the public hearing, if the City, by majority vote, determines that the franchise should be terminated, it shall issue a written decision containing its findings of fact and stating the specific grounds for termination. The decision to terminate a franchise shall be subject to judicial review as provided by law.

(3) A Grantee shall not be declared in default or be subject to any sanction under any provision of this Ordinance and franchise agreement in any case where the City determines that the action justifying such sanction is without the Grantee's knowledge or authorization or outside its control.

Section 5.3 RIGHTS UPON REVOCATION OR NON-RENEWAL

In the event the City determines that a franchise should not be renewed at its expiration or that a franchise should be revoked for cause as permitted hereunder, the Grantee shall be allowed three months from the date of such determination, or such longer period as the City may permit, to negotiate the sale of its _____ within the City to another provider at a price acceptable to the Grantee, provided that such sale shall be approved by the City pursuant to Section 5 herein. In the event a sale to a provider acceptable to the City is not then negotiated within the time allowed, then an independent expert shall be appointed to determine the fair market value of the Grantee's _____. The appointment of said expert shall be by mutual agreement between the City and the Grantee; provided, however, that if the City and the Grantee are unable to reach an agreement within 30 days of the written decision of termination, then the matter of appointing an expert shall be submitted, within ten (10) days immediately following expiration of the former 30 days, to the American Arbitration Association [unless the City and the Grantee mutually agree upon some other arbitrator(s)], and the expert designated by the American Arbitration Association or such other arbitrators shall be appointed.

The cost of employing the arbitrator or arbitrators and the cost of arbitration, if required, shall be borne equally by the Grantee and the City. Upon determination of the fair market value of the Grantee's _____ by the appointed independent expert, the Grantee shall be required to sell its _____ to any entity which offers said fair market value and which has obtained the approval of the City to purchase said _____.

Section 5.4 REMOVAL AND ABANDONMENT OF PROPERTY

(a) If the use of any part of Grantee's _____ is discontinued for any reason for a continuous period of twelve (12) months, or if such _____ does not comply with the requirements of these rules and regulations, or if Grantee's franchise is terminated or revoked the City may in its discretion require that said _____ be sold to a franchise designated by the City at a purchase price equal to the _____ fair market value as determined in subsection (b) hereof.

(b) Any dispute between the City and the Grantee over determination of the system's fair market value shall be determined in accordance with Section 5.3 above.

Section 5.5 MISCELLEOUS PROVISIONS

(a) This agreement constitutes the entire agreement of the parties and supersedes any and all agreements, understandings, statements or representations either oral or in writing. This agreement can be amended only by a written document signed by the parties.

(b) This agreement shall be enforced and interpreted pursuant to the laws of the State of Alabama.

IN WITNESS WHEREOF, the Parties have hereunto set their respective signatures and seals on the ____ day of _____, 20____.

THE CITY OF FAIRHOPE, ALABAMA

By: _____
Karin Wilson, Mayor

Attest: _____
Lisa A. Hanks, MMC
City Clerk

By: _____
, Grantee

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 9 OCTOBER 2017 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 25 September 2017 Regular City Council Meeting, minutes of 25 September 2017 Work Session, and minutes of 25 September 2017 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – 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. (Introduced at the September 25, 2017 City Council Meeting)
6. **Final Adoption** – 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. (Introduced at the September 25, 2017 City Council Meeting)
7. 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. (Introduced at the September 25, 2017 City C 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.
8. Resolution – Authorizing signees of all City of Fairhope Accounts.
9. Resolution – That the City Council approves the selection of TischlerBise, Inc. to perform Professional Financial Consulting Services to Study Update of Impact Fees for the City of Fairhope (RFQ No. PS001-18), and hereby authorizes Mayor Karin Wilson to establish a fee schedule; and to execute the associated contract with a not-to-exceed limit of \$68,000.00.
10. Resolution – That Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Project No. PW001-17, Fly Creek Marina Seawall Improvements 2017, with an increase from the contract in the amount of \$11,400.00, and award the Change Order to MD Thomas Construction, LLC. The scope of work will be modified to exclude the fuel dock shelter (-\$17,850.00) and to include mobilization of fuel dock (\$29,250.00) for a total net change order value of (\$11,400.00) to the Contract.

11. Resolution – That Mayor Karin Wilson is hereby authorized to execute an Agreement concerning a Transportation Planning Process for the Eastern Shore Urbanized Area between the County of Baldwin and the Municipalities of Daphne, Fairhope, Spanish Fort, and Loxley and the State of Alabama (acting by and through the Alabama Department of Transportation).
12. Resolution – Authorizing Filing of Applications with the Federal Energy Regulatory Commission (FERC) by the Alabama Municipal Electric Authority (AMEA) on behalf of the City of Fairhope, a member City of AMEA, for Waivers under the Public Utility Regulatory Policies Act of 1978 (PURPA) from Purchase Requirements for Qualifying Facilities and Adopting Rules for Compliance with FERC’s PURPA Regulations.
13. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract with Goodwyn Mills Cawood, Inc. to perform Professional Architectural/Engineering Services to replace the HVAC Unit on Roof of Civic Center for RFQ No. PS040-17 for (Project No. PW007-17) with a not-to-exceed amount of \$12,960.00.
14. Resolution – That the City of Fairhope has voted to purchase Kronos Timekeeping System Maintenance Annual Renewal for December 2017 to December 2018 for the IT Department; and the type of maintenance renewal needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost will be \$18,369.71.
15. Resolution – That the City of Fairhope has voted to purchase Annual Maintenance Contract for Trunking Infrastructure Service for Police Department and Volunteer Fire Department; from Motorola Solutions, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): “Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.” The cost will be \$23,257.00.
16. Resolution – That the City of Fairhope has voted to procure the Annual VMware Technical Support for Primary and Backup Data Centers for the IT Department in the amount of \$10,420.00 and the type of software is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process.
17. Resolution – That Mayor Karin Wilson is hereby authorized to execute the second (final) extension of the Contract with BWI Companies, Inc. for Potting Soil for the Public Works Department (Bid Number 005-16) for an additional one year as per the terms and conditions of the original contract. The price will be \$9,729.00 per truckload (\$10.81 per bag x 900 bags) with an estimated annual cost for 5 truckloads of \$48,645.00.
18. Resolution – That the City of Fairhope elects to come under the provisions of Section 2 of Act 367 of the Regular Session of the 2017 Alabama Legislature. The City of Fairhope agrees to provide all funds necessary to the Employee’s Retirement System to cover the cost of the one-time lump sum payment as provided for by said Act for those eligible employees retired and beneficiaries of deceased retirees of the City of Fairhope with the aforementioned increase being paid in October 2017.

19. Resolution – That the City Council approves the additional \$1,000.00 (increasing the funds up to \$4,500.00) for the Operations Director Richard Peterson, as Engineer of Record for the Marina Repairs, to secure technical data regarding capacity and condition of the travel lift facility and potential forklift
20. Appointments and Reappointments – Harbor Board
21. Application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by Baldwin County Humane Society, for The Black Cat Ball, located at 401 Oak Street, Lawn in Front of Building, Fairhope, Alabama on October 26, 2017.
22. Application for a Restaurant Liquor License by Douglas Lambert for Dumbwaiter Restaurant, LLC, d/b/a Dumbwaiter Restaurant, located at 58 N. Section Street, Fairhope, Alabama.
23. Public Participation – (3 minutes maximum)
24. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, October 9, 2017 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, October 9, 2017 – Council Chamber**

Next Regular Meeting – Monday, October 23, 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, 25 September 2017.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Head Pastor John McIntosh of United Church and the Pledge of Allegiance was recited. Councilmember Conyers moved to approve minutes of the 11 September 2017, regular meeting; minutes of 11 September 2017, work session; minutes of the 11 September 2017, agenda meeting; and minutes of the 14 September 2017, special-called City Council meeting. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council and thanked her Administrative Assistant Gayle Fogarty for putting the Budget Books together. She congratulated local artist Dean Mosher who received a tiny swatch of cloth that was used to cover the wind of the very first flying machine from the Wright family. Mayor Wilson announced that the City was awarded a \$45,000.00 grant from Gulf of Mexico Alliance to conduct a stormwater study and recommendation for stormwater management plan for the Tatumville watershed.

Councilmember Robinson mentioned the Coastal Cleanup this past weekend. He thanked the Recycling Committee, Chair Nancy Anderson; and City employees Dale Linder and Page Crawford.

Councilmember Conyers announced the Eastern Shore Repertory Theatre presentation of "Circus of Dreams" on September 30, 2017; and FEEF's Phantasy of Arts being held on October 7, 2017. He thanked City Treasurer Deborah Smith for all of her hard work; and said she would be missed and did a great job.

Councilmember Brown commented he will look into the reasons for the contaminations during non-rain events and will follow up at the next meeting. He reminded everyone of the Senate Run-off Election and told them to exercise their right by voting.

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Council President Burrell brought up the bacteria levels throughout the City and thanked City Clerk Lisa Hanks for printing the e-mail during the break. He said the e-mail was dated September 2, 2017 and read the levels that were testing in waters: upstream of Woodlands Lift Station was 866, downstream of Woodlands Lift Station was 259, private residence on Sea Cliff Drive was 1120, 17 Turtles was 2420, and Yacht Club swim beach was over 2420. He reminded everyone that the EPA threshold is 104 for swimming; and said we need to find source through DNA sampling. Council President Burrell congratulated the Fairhope High School Football Team for beating Daphne 20 to 17 in overtime. He said the Fairhope Swim Team has a meet at the Recreation Center tomorrow.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Robinson introduced in writing an ordinance 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. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance; and said the Planning Commission and Staff has recommended approval.

Council President Burrell opened the Public Hearing at 6:11 p.m.

Larry Smith, on behalf of the applicant, addressed the City Council and said he was here to answer any questions for the City Council. No one present opposed the proposed ordinance, the Public Hearing closed at 6:12 p.m. Council President Burrell said this is being rezoned to R-2 and questioned what would stop more resubdivision. Mr. Smith said the sewer capacity, it would have to come back before the Planning Commission; and could only do three lots on this property.

Due to lack of a motion for immediate consideration, this ordinance will layover until the October 9, 2017 City Council meeting.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Conyers introduced in writing an ordinance 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. The Planning Commission gave an unfavorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

25 September 2017

Planning Director Wayne Dyess briefly explained the proposed ordinance; and said Staff gave a favorable recommendation, but the Planning Commission recommended denial.

Larry Smith, on behalf of the applicant, addressed the City Council and handed out a new site plan with the proposed buffer shown. He mentioned various banks zoned B-4; and went over the usage for B-1 which is Local Shopping District. Council President Burrell asked Mr. Smith to read the permitted uses for B-4.

Council President Burrell opened the Public Hearing at 6:25 p.m.

- 1) Elmer Vick, 102 Ingleside Terrace Circle, addressed the City Council and stated his biggest concern is traffic coming out of Edwards; school children in corridor; and no sidewalks on small street.
- 2) Rainer Kelley, 801 Edwards Avenue, addressed the City Council and stated he agreed with Mr. Vick. Mr. Kelley said there are already 11 banks in that area and traffic is disastrous.
- 3) Jay Miller, 257 Westley, addressed the City Council and mentioned letters that were sent to the Planning Commission. He said the vote was 4 to 2 for denial; and is worried about traffic concerns. He asked the City Council to go with the Planning Commission's denial.
- 4) T J Murphy, Tensaw Avenue, addressed the City Council and said this property could be used for other businesses. He mentioned Greeno Road and Comprehensive Plan; and said what you vote on today will affect others.

Councilmember Conyers said he voted against this while on the Planning Commission; and zoning is for long-term. He would like to see an Overlay District; and lower zoning like B-4. Mr. Dyess commented that banks are not listed for B-4. Councilmember Robinson said it would be great to say it can be a bank only, but no one can guarantee it will be there long-term. Mr. Dyess stated he will be making a proposal to approve use and site plan in future.

Councilmember Brown asked does ALDOT have restrictions where entrance will be located. Mr. Smith said yes, but not likely would be on Greeno Road. Council President Burrell questioned if rezoned to B-1 or B-4; do believe a bank will be built; parcel is small and not conducive for PUD or big building. He said it is going to be something. Council President Burrell asked staff if current seller will sell contingent upon buyer keeping it a financial institution. Mr. Dyess replied it would be a private agreement; and general merchandise is the biggest concern for usage.

Councilmember Brown stated Greeno to be a commercial is moving forward; and needs to be protected. Mr. Dyess said he is trying to get notes from previous meetings for a Greeno Road Corridor and develop a Plan for Greeno Road; and to be thorough yet efficient when looking at the Plan.

25 September 2017

Council President Burrell mentioned Centennial Bank and Trustmark Bank in the area with not much traffic. He said a bank would be less intrusive.

The Public Hearing closed at 6:51 p.m. Due to lack of a motion for immediate consideration, this ordinance will layover until the October 9, 2017 City Council meeting.

Council President Burrell stated that Agenda Item Number 7 had been pulled.

Councilmember Robinson introduced in writing an ordinance to 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. Building Official Erik Cortinas explained briefly the recommended changes; and the main change is to limit the amount of disturbed area at one time.

Councilmember Conyers questioned the enforcement of ordinance now. Mr. Cortinas said gives 10 days to seed and vegetate the site. Councilmember Brown said this is more red tape, but some is good. He gave the LID's as an example where developer must have ten, but could only actually put in four.

Council President Burrell said if building a large development, large equipment has to be used and could affect subdivision. Mr. Cortinas said aggregate base would help to control turbid runoff. Council President Burrell mentioned the Fly Creek PUD and time is of the essence. He said Councilmembers Boone and Brown are experts; and suggested getting with Staff for recommendations.

Due to lack of a motion for immediate consideration, this ordinance will layover until the October 9, 2017 City Council meeting.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution extending the Budget for the fiscal year through November 15, 2017 to allow invoices and expenditures to continue as needed. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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25 September 2017

RESOLUTION NO. 2881-17

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes Mayor Wilson to submit a letter to the AMEA requesting the three grants totaling \$20,000.00 to be used for operating an Entrepreneurial Development Center 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. The motion was seconded by Councilmember Brown. Lee Lawson with Baldwin County Economic Development Alliance explained the 501c3 arm will allow more grant availability. He said Fairhope will be the first in the State for the Entrepreneurial Hub. Councilmember Conyers thanked Mr. Lawson for helping get this here. Mr. Lawson gave recognition to Mayor Wilson and Ms. Botop for also helping to get this Hub here. Mayor Wilson said the name for the Hub will be HATCH; and she brought up Fairhope Local and its initiative. After further discussion, motion passed unanimously by voice vote.

25 September 2017

RESOLUTION NO. 2882-17

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

25 September 2017

Council President Burrell read the Agenda Item Number 11: a resolution that the City Council authorizes 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.

Council President Burrell asked when the Purchasing Manager returns to work will this expire. Mayor Wilson replied yes. Council President Burrell suggested adding to the resolution: “until the Purchasing Manager returns to work or until Purchasing Manager returns to work plus seven working days.” City Clerk Lisa Hanks explained the 29 hours in the handbook; and Attorney Paul Myrick’s office confirmed we could hire for 40 hours per week for period of 90 days.

Councilmember Conyers moved to amend the resolution by adding the words “until Purchasing Manager returns to work plus seven working days.” Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution as amended, a resolution that the City Council authorizes 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 or until Purchasing Manager returns to work plus seven (7) working days. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 2883-17

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 allow 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 or until Purchasing Manager returns to work plus seven (7) working days.

25 September 2017

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 2884-17

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

25 September 2017

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 2885-17

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

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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25 September 2017

RESOLUTION NO. 2886-17

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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25 September 2017

RESOLUTION NO. 2887-17

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

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Wi-Fi for 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. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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25 September 2017

RESOLUTION NO. 2888-17

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 Wi-Fi for 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

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a 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. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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25 September 2017

RESOLUTION NO. 2889-17

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

Councilmember Conyers moved to appoint Michael Hinson as City Treasurer to fill term of Deborah Smith who will be leaving the City on September 30, 2017. The motion was seconded by Councilmember Robinson. Council President Burrell thanked Deborah Smith for her service with the City. He suggested amending the resolution to add the salary for the City Treasurer. Mayor Wilson commented there is a salary range; and Councilmember Robinson questioned stating in public. City Treasurer Smith replied the salary is a public record.

Councilmember moved to amend the resolution by adding “at a salary of \$80,080.00” to the resolution to appoint the City Treasurer. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution as amended, a resolution that Michael Hinson is hereby appointed as City Treasurer to fill the term of Deborah Smith who will be leaving the City on September 30, 2017 at a salary of \$80,080.00. 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. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

25 September 2017

RESOLUTION NO. 2890-17

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That **MICHAEL HINSON** is hereby appointed as City Treasurer to fill the term of Deborah Smith who will be leaving the City on September 30, 2017 at a salary of \$80,080.00. 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 Council reviewed an 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. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

City Council reviewed an application for a 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. Councilmember Robinson moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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

- 1) John Manelos, 104 White Avenue, addressed the City Council regarding complaints of bacteria in water; and said on September 19, 2017, Mobile Baykeeper sent a notice of intent to sue Daphne from spillage in D'Olive Creek. On August 7, 2017, 266,000 gallons sewer spilled into Fly Creek. He suggested routinely updating citizens of actions the City will take; and to put the SCADA system on a separate grid or battery backup.

25 September 2017

Council President Burrell asked Staff if you don't get an all clear signal in a specific time, then would it send a trouble signal. Mayor Wilson said she put a new sewer system plant at Quail Creek in the budget and will use affluent on Golf Course. She commented a study has been done and wants to do all recommendations at once. Councilmember Brown said all 62 lift stations have been evaluated and any with the same fuse configuration have been corrected. It was mentioned that our sewer plant is running less than 50 percent at capacity.

- 2) Ed Hall, Fairhope Volunteer Fire Department, addressed the City Council and said he has been with the Department since 1986. Mr. Hall said his son Adam is a Captain at Station 3 at the Fairhope Airport. He announced now there is a new Junior Fire Fighter who was born on Sunday morning.

Councilmember Conyers 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 8:04 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

Council President Burrell asked about the Budget Books for the Financial Advisory Committees. He thanked Mayor Wilson, Ms. Cabaniss and staff for their work on the budget. He also commented these are fixed Revenues and Expenses that just need tweaking. Mayor Wilson said the Impact Fee Study can be paid from the Impact Fees.

- Councilmember Conyers said the next Library Board meeting will be October 16, 2017; and the Fairhope Environmental Advisory Board are requesting that “Clean Marina” status goes into the lease.
- Council President Burrell said the Fairhope Airport Authority called a Special-Called Meeting to accept a grant for engineering fees reimbursement for Phase 4. He mentioned noise complaints from citizens; and said the airplanes are not coming from the airport. Council President Burrell mentioned the Industrial Development Board’s help with NASAO and are still waiting for final numbers.
- Electric Superintendent Joe Wolchina addressed the City Council and said this was day one for inventory, so be patient with Departments. He said a team from the Electric Department went to Orlando to help and came back last Wednesday.
- Golf Director Bobby Hall addressed the City Council and said the Club Championship was held this past weekend. He said the Men’s Golf Association and the Women’s Golf Association would like a parking space for winners for the year. Council President Burrell said the Mayor could allow those spaces for the winners.
- Community Affairs Director Sherry-Lea Botop addressed the City Council regarding the Public Comment Period for the Restore Act to be held in Mobile. She mentioned the two requests that the City submitted to the Restore Act Portal: \$620,000.00 for a Land Use and Comprehensive Plan and \$6.2 million for Waterfront and Green Space Restoration. Ms. Botop also mentioned the ACE Strategic Plan with input from staff and Council.
- Operations Director Richard Peterson addressed the City Council regarding the painting of the Water Tank Bids should be in October 10, 2017. He mentioned complaints from citizens; and said AT&T is getting FAA to allow more height on temporary tower to help with service. Council President Burrell said we gave providers up to six months to take down their antennas; and AT&T is blaming the City for taking down their antennas.
- Mr. Peterson said the travel lift price will be more than the \$3,500.00 approved by resolution; and standard beam was not used. He said the itemized costs seem to be high and has spoken with Engineer of Record. Councilmember Brown questioned the travel lift and entity leasing boatyard helping with costs. Mr. Peterson replied we need to know capacity of lift and where it will travel.

Work Session
Monday, 25 September 2017
Page -3-

Council President Burrell said the lease expires on October 13, 2017. Councilmember Brown stated we can lease month to month and give a transition date. He said the cost could be shared by new leaseholder. Mr. Peterson commented it will be approximately \$4,500.00 to complete the travel lift study.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:30 p.m.

Jack Burrell, Council President

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, 25 September 2017.

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

Council President Burrell called the meeting to order at 5:30 p.m. and stated Agenda Item Number 7 will be removed from the agenda. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m.

Council President Burrell said that Mobile Baykeeper took samples and these were high. He said we need to do a study on bacteria levels; and a structured way to handle for our citizens. Mayor Wilson agreed. Operations Director Richard Peterson stated the City did take sample from different watersheds and we need to look upstream for source. He mentioned the new engineering department would handle taking samples. Council President Burrell said we need to focus on an area and instill confidence back into the community; identify and try to fix the problems; and our citizens need an answer. Mayor Wilson said stormwater needs to be part of the Utilities; and for future developments. Mr. Peterson said he did not care about other origins, but we needed to take care of our own system.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:45 p.m.

Jack Burrell, Council President

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 9TH DAY OF OCTOBER, 2017

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk



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:

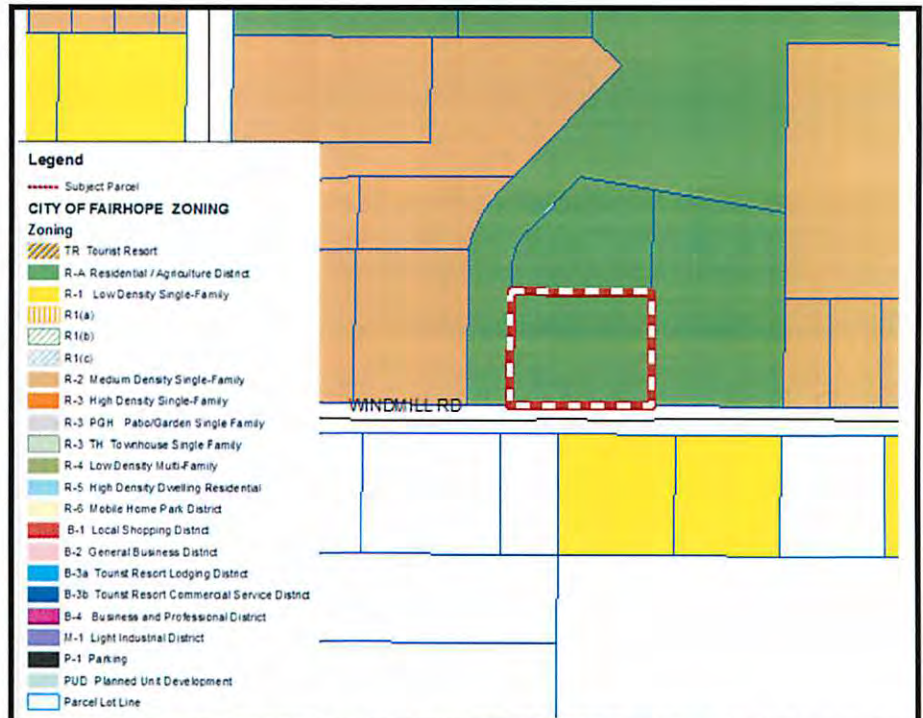
North side of Windmill Road
just east of State Highway 181

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

District	Min. Lot Size	Min. Lot Width	Front	Rear	Side	Max.Coverage	Max. Height
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

District	Min. Lot Size	Min. Lot Width	Front	Rear	Side	Max.Coverage	Max. Height
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.

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

Article III. Section B. Allowable Uses

Table 3-1

<i>R-2 Medium Density Single-Family Residential District</i>
Permitted Use by Right
Single-Family
Elementary School
Secondary School
Education Facility
Library
Public Open Space
Common Open Space
Permitted Subject to Special Conditions
Home Occupation
Permitted Only on Appeal and Subject to Special Conditions
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 2nd 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 2nd 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 2nd 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.

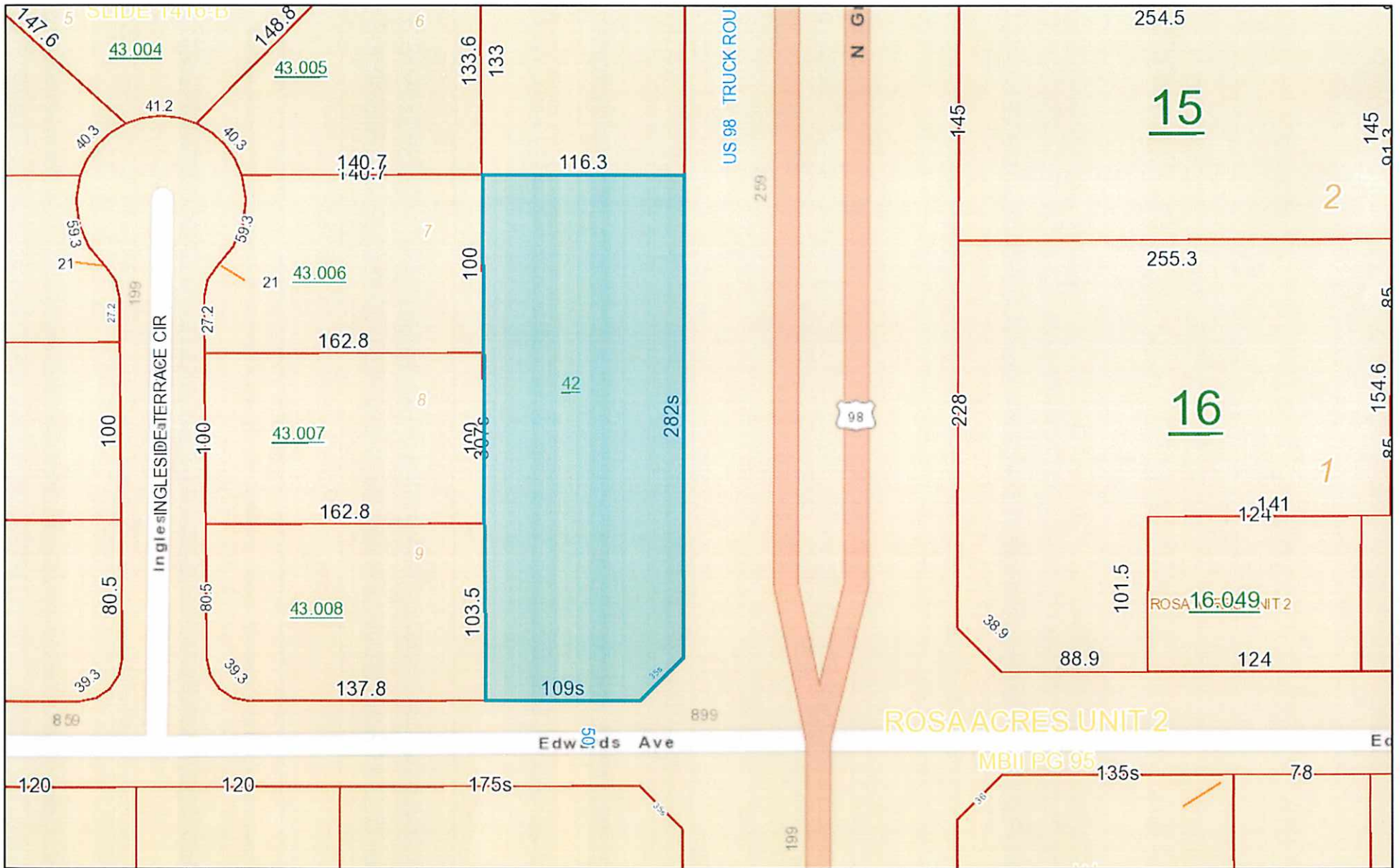
ADOPTED THIS 9TH DAY OF OCTOBER, 2017

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

EXHIBIT A



August 16, 2017

polygonLayer

Override 1

Override 2

Misc

Parcels

Lot Lines



County Boundary

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:

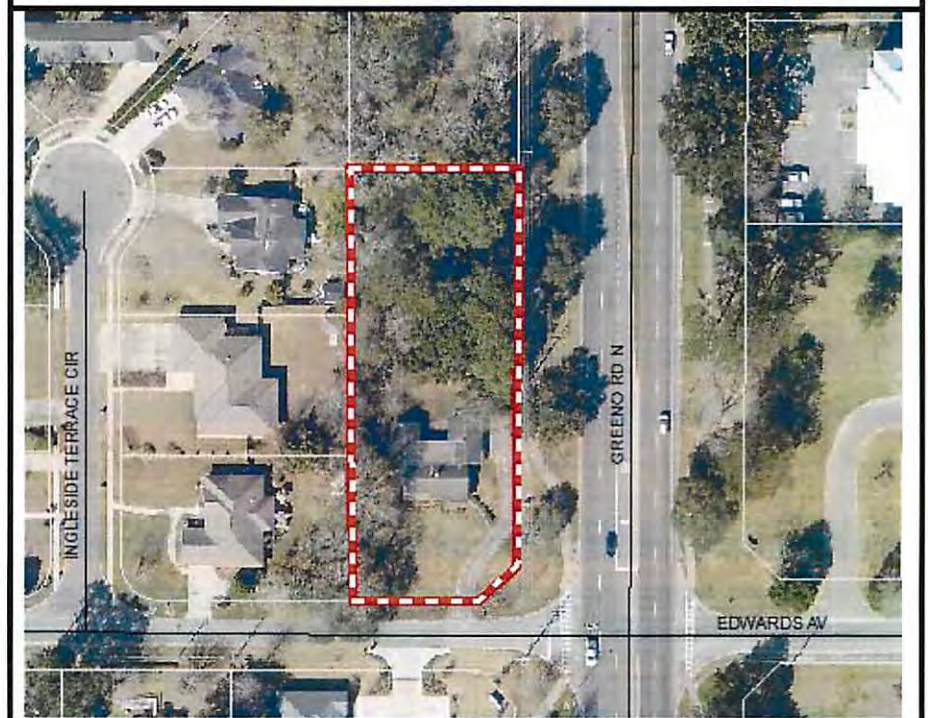
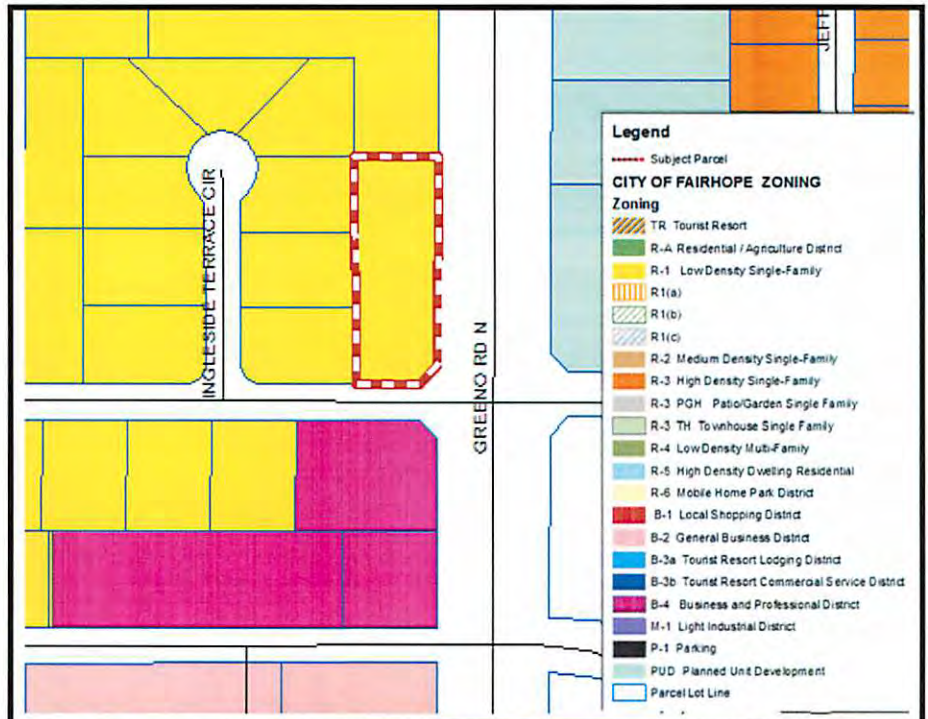
Larry Smith
S.E. Civil Engineering, LLC

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-1 Local Shopping District
Permitted by Right
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
Permitted Subject to Special Conditions
Townhouse
Accessory Dwelling
Home Occupation
Convenience Store
Permitted Only on Appeal and Subject to Special Conditions
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"> ■ Define the commercial growth of Greeno Rd. with edges, thus, ensuring an appropriate ending point.
<ul style="list-style-type: none"> ❖ Create edges to commercial development on North and South Greeno Rd
<ul style="list-style-type: none"> ❖ Extend commercial growth in proportion to population growth, not merely as a function of speculative zoning requests
<ul style="list-style-type: none"> ❖ Only approve commercial growth that is contiguous to existing commercial activity, thereby eliminating leap frog commercial development

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 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 2nd 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 2nd 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 2nd 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 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 1 acre 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 30' past the footprint of the proposed structure for single family and 50' for all others, no more than 40' 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.

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, each individual building pad will be treated individually and will require its own erosion and sediment control measures in addition to the required overall site measures.

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.
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.

Ordinance No. _____

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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 9TH DAY OF OCTOBER, 2017

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ARTICLE VII. - EROSION AND SEDIMENT CONTROL ¹⁵¹

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 **1 acre 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.**

Changed from
5 acres

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 30' past the footprint of the proposed structure for single family and 50' for all others, no more than 40' 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.

Changed

(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~~

Delete

~~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.~~

delete

(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~~ covered with 6 mil polyethylene sheeting to stabilize the material and prevent runoff. Stockpiles will require Type A silt fencing at the base of the pile. ~~at the end of each work week or if a rain event is predicted.~~ — *Changed*

(6)

Techniques, as referenced in 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, each individual building pad will be treated individually and will require its own erosion and sediment control measures in addition to the required overall site measures. 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.~~ — *Changed*

(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) acres100.00~~

~~Plus, for each additional five-acre increment75.00~~

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, two signatures are required on all monetary transactions of the City of Fairhope; and

WHEREAS, travel is sometimes required of the Mayor and of the Treasurer and provisions should be made to cover monetary requirements of the City in the absence of one or both; **THEN, THEREFORE**

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that all Financial Depositories where monies of the City are deposited, whether in checking, savings, or other type accounts, currently or in the future; be and hereby are advised that **any two of the following signees** are authorized to sign any monetary transaction between said Depositories and the City of Fairhope, Alabama. Attached is a list of all Depositories for the City of Fairhope;

- _____ Karin Wilson, Mayor
- _____ Jackey O. Burrell, Council President
- _____ Michael V. Hinson, City Treasurer
- _____ Lisa A. Hanks, City Clerk

BE IT FURTHER RESOLVED that Michael V. Hinson and Lisa A. Hanks are hereby authorized to use a facsimile signature for routine checks and paperwork:

Sample: Sample:

BE IT FURTHER RESOLVED that Mayor Karin Wilson is hereby authorized to use computer generated signature for routine checks under One Thousand Dollars (\$1,000.00). All monetary transactions must have at least one true signature.

Sample:

BE IT FURTHER RESOLVED that a certified copy of this resolution be sent to all Depositories as authorization of, and as a record of, above signee signatures.

ADOPTED THIS 9TH DAY OF OCTOBER, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

I certify this to be a true and correct copy of Res. No. 2608-16 as adopted by the Governing Body in regular session on 09 October 2017.

City Clerk

Date

City of Fairhope Depositories

Bancorp South
Branch Banking and Trust Company
BBVA Compass Bank
Centennial Bank
Community Bank
Regions Bank
Wells Fargo Securities

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of TischlerBise, Inc. to perform Professional Financial Consulting Services to Study Update of Impact Fees for the City of Fairhope (RFQ No. PS001-18), and hereby authorizes Mayor Karin Wilson to establish a fee schedule; and to execute the associated contract with a not-to-exceed limit of \$68,000.00.

DULY ADOPTED THIS 9TH DAY OF OCTOBER, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

OCT 4 '17 PM 2:26

LAH

Date: October 4, 2017

Karin Wilson
Mayor

To: Michael Hinson, 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

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

Re: **RFQ No. PS001-18, Professional Financial Consulting Services to Study Update of Impact Fees**

The Building Department needs to hire a professional consulting firm for **RFQ No. PS001-18, Professional Financial Consulting Services to Study Update of Impact Fees** for the City of Fairhope.

Per our Procedure for Procuring Professional Services, under Variants to Procedure, the Mayor exercised option #1 and chose **Tischler Bise, Inc.** of Bethesda, MD, from our Prequalified Professional Service Providers List, for the task. This company performed the impact study from 2007.

The purpose for hiring the company is to perform financial consulting services to study the updating of impact fees for the City.

Please move this procurement of professional services forward to the City Council to approve the selection of TischlerBise, Inc. RFQ PS001 Professional Financial Consulting Services to Study Update of Impact Fees and authorize the Mayor to negotiate a fee schedule, and execute a contract with a not-to-exceed amount of SIXTY-EIGHT THOUSAND DOLLARS (\$68,000.00).

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36535

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



Proposal for Impact Fee Study Update

City of Fairhope, AL

September 20, 2017



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Letter of Interest

September 20, 2017

The Honorable Karin Wilson, Mayor
City of Fairhope
161 North Section Street
Fairhope, AL 36532

RE: Proposal for Impact Fee Study Update

Mayor Wilson,

TischlerBise is pleased to submit the enclosed proposal to update the City's Impact Fee Study. We feel that TischlerBise is ideally suited to undertake this project based on our extensive national and Baldwin County impact fee experience. There are several points we would like to note that make our qualifications unique:

- 1. Depth of Experience.** TischlerBise is the nation's leading impact fee and infrastructure financing consulting firm. Our qualified professionals bring an unparalleled depth of experience to this assignment. **We have managed over 900 impact fee studies across the country – more than any other firm.** We are innovators in the field, pioneering approaches for credits, impact fees by size of housing unit, and distance-related/tiered impact fees. More importantly, a TischlerBise impact fee methodology has never been challenged in a court of law.
- 2. Technical Knowledge of Land Use Planning and Local Government Finance.** The City requires consulting expertise in the areas of land use planning and growth management in the State of Alabama, as well as in local government finance. **Many communities overlook the fact that impact fees are a land use regulation.** The TischlerBise team will apply years of impact fee experience within the context of overall City financial needs, land use, and economic development policies. This will lead to a work product that is both defensible and that promotes equity.
- 3. Baldwin County Experience.** TischlerBise has conducted numerous impact fee studies in Baldwin County, including Gulf Shores, Orange Beach, Daphne, Fairhope, Foley, as well as Baldwin County.
- 4. Responsiveness.** As a small firm, we have the flexibility and responsiveness to meet all deadlines of the City's project.

Sincerely,



L. Carson Bise II, AICP, President
4701 Sangamore Road, Suite S240
Bethesda, MD 20816
Phone: 800-424-4318 Ext. 12
E-mail: carson@tischlerbise.com



Project Understanding and Approach

Project Understanding

It's been a number of years since TischlerBise prepared the City's impact fee study, and much has happened during this time frame, including fallout from the Great Recession and changing trends in the retail sector of the economy. There have also been significant national demographics changes, shifting market preferences for walkable urbanism, and the importance of place making.

Project Approach

Impact fees are fairly simple in concept, but complex in delivery. Generally, the jurisdiction imposing the fee must: (1) identify the purpose of the fee, (2) identify the use to which the fee is to be put, (3) show a reasonable relationship between the fee's use and the type of development project, (4) show a reasonable relationship between the facility to be constructed and the type of development, and (5) account for and spend the fees collected only for the purpose(s) used in calculating the fee.

Reduced to its simplest terms, the process of calculating impact fees involves the following two steps:

1. Determine the cost of development-related improvements, and
2. Allocate those costs equitably to various types of development.

There is, however, a fair degree of latitude granted in constructing the actual fees, as long as the outcome is "proportionate and equitable." Fee construction is both an art and a science, and it is in this convergence that TischlerBise excels in delivering products to clients.

Any one of several legitimate methods may be used to calculate impact fees for the City. Each method has advantages and disadvantages given a particular situation, and to some extent they are interchangeable because they all allocate facility costs in proportion to the needs created by development.

In practice, the calculation of impact fees can become quite complicated because of the many variables involved in defining the relationship between development and the need for capital facilities. The following paragraphs discuss the three basic methods for calculating impact fees and how those methods can be applied.

Plan-Based Fee Calculation - The plan-based method allocates costs for a specified set of future improvements to a specified amount of development. The improvements are identified by a CIP. In this method, the total cost of relevant facilities is divided by total demand to calculate a cost per unit of demand. The plan-based method is often the most advantageous approach for facilities that require engineering studies, such as roads and utilities.

Cost Recovery Fee Calculation - The rationale for the cost recovery approach is that new development is paying for its share of the useful life and remaining capacity of facilities from which new growth will benefit. To calculate an impact fee using the cost recovery approach, facility cost is divided by the ultimate number of demand units the facility will serve. An oversized arterial roadway is an example.

Incremental Fee Calculation - The incremental expansion method documents the current level-of-service (LOS) for each type of public facility in both quantitative and qualitative measures, based on an



existing service standard such as square feet per capita or park acres per capita. The LOS standards are determined in a manner similar to the current replacement cost approach used by property insurance companies. However, in contrast to insurance practices, clients do not use the funds for renewal and/or replacement of existing facilities. Rather, the jurisdiction uses the impact fee revenue to expand or provide additional facilities as needed to accommodate new development. An incremental expansion cost method is best suited for public facilities that will be expanded in regular increments with LOS standards based on current conditions in the community.

Evaluation of Alternatives. Designing the optimum impact fee approach and methodology is what sets TischlerBise apart from our competitors. Unlike most consultants, we routinely consider each of the three methodologies for each component within a fee category. The selection of the particular methodology for each component of the impact fee category will be dependent on which is most beneficial for Fairhope. In a number of cases, we will prepare the impact fee using several methodologies and will discuss the various trade-offs with the City. There are likely to be policy and revenue tradeoffs. We recognize that “one size does *not* fit all” and create the optimum format that best achieves our clients’ goals.

Each community is different, each fee category is different, and TischlerBise compares alternative methodologies to maximize revenues for our clients.

Relevant Experience

TischlerBise, Inc., was founded in 1977 as Tischler, Montasser & Associates. The firm became Tischler & Associates, Inc., in 1980 and TischlerBise, Inc., in 2005. The firm is a Subchapter (S) corporation, is incorporated in Washington, D.C., and maintains offices in Bethesda, Maryland and Bradenton, Florida. The firm's legal address is:

Principal Office

L. Carson Bise, AICP, President
4701 Sangamore Rd, Suite 240
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f)
carson@tischlerbise.com

Florida Office

Dwayne Guthrie, AICP, Principal
606 3rd Avenue #304
Bradenton, FL 34205

TischlerBise is a fiscal, economic, and planning consulting firm specializing in fiscal/economic impact analysis, impact fees, market feasibility, infrastructure financing studies and related revenue strategies. Our firm has been providing consulting services to public agencies



for over thirty years. In this time, we have prepared over **800 fiscal/economic impact evaluations and over 900 impact fee/infrastructure financing studies** – more than any other firm. Through our detailed approach, proven methodology, and comprehensive product, we have established TischlerBise as the leading national expert on revenue enhancement and cost of growth strategies. The graphic depicts our vast fiscal/economic impact experience with clients nationwide.

Alabama Experience

An important factor to consider related to this work effort is our relevant experience working in Baldwin County, which makes us intimately familiar with local government revenue structures as well as the planning

and growth management issues facing the City of Fairhope. The following table summarizes TischlerBise's vast impact fee experience in Baldwin County.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AL	Baldwin County		◆							◆				◆
AL	Daphne		◆					◆	◆	◆				
AL	Fairhope		◆					◆	◆	◆		◆		
AL	Foley		◆					◆	◆	◆				
AL	Gulf Shores		◆					◆	◆	◆				
AL	Orange Beach		◆					◆	◆	◆		◆		

National Experience

TischlerBise is the national leader in impact fee calculations, having prepared over 900 impact fee evaluations nationwide. Our widespread national experience has enabled us to stay ahead of the latest approaches and impact fee trends. TischlerBise staff members are frequently called upon to speak on impact fees for various national groups and organizations including the American Planning Association, the National Association of Homebuilders, the National Impact Fee Roundtable, the Urban Land Institute and the Government Finance Officers Association. While every community is unique, this national experience provides invaluable perspective for our clients. The table below illustrates our vast national impact fee experience over the past ten years.

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AR	Bentonville			◆	◆			◆	◆	◆		◆		
AR	Siloam Springs		◆	◆	◆			◆	◆	◆				
AZ	Apache County	◆												
AZ	Apache Junction		◆					◆	◆	◆		◆	◆	
AZ	Avondale		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Buckeye		◆	◆	◆			◆		◆		◆	◆	
AZ	Bullhead City		◆					◆		◆			◆	
AZ	Camp Verde	◆						◆		◆		◆	◆	
AZ	Carefree	◆	◆		◆						◆		◆	
AZ	Casa Grande		◆	◆				◆	◆	◆		◆	◆	
AZ	Cave Creek		◆	◆	◆					◆	◆		◆	
AZ	Cochise County	◆												

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
AZ	Coolidge		◆	◆			◆	◆	◆	◆			◆	
AZ	Dewey-Humboldt		◆					◆	◆	◆		◆	◆	
AZ	El Mirage			◆	◆			◆	◆	◆			◆	
AZ	Eloy			◆	◆			◆		◆		◆	◆	
AZ	Flagstaff	◆	◆					◆	◆	◆		◆	◆	
AZ	Gilbert		◆		◆			◆	◆			◆		
AZ	Glendale			◆	◆	◆		◆	◆	◆		◆	◆	
AZ	Goodyear		◆	◆	◆			◆	◆	◆		◆		
AZ	Holbrook			◆	◆		◆							
AZ	Lake Havasu City		◆											
AZ	Maricopa	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Navajo County	◆	◆						◆					
AZ	Northwest Fire District								◆					
AZ	Peoria	◆	◆					◆	◆	◆	◆	◆	◆	
AZ	Phoenix		◆				◆	◆	◆	◆	◆	◆		
AZ	Pinal County	◆	◆					◆		◆				
AZ	Pinetop-Lakeside		◆					◆		◆	◆		◆	
AZ	Prescott	◆												
AZ	Queen Creek		◆	◆	◆			◆	◆		◆	◆	◆	
AZ	Safford			◆	◆									
AZ	San Luis		◆	◆	◆	◆		◆	◆	◆				
AZ	Scottsdale			◆	◆									
AZ	Sedona		◆			◆		◆		◆			◆	
AZ	Show Low	◆	◆	◆	◆			◆		◆		◆		
AZ	Sierra Vista		◆					◆	◆	◆	◆	◆		
AZ	Somerton		◆	◆	◆	◆		◆	◆	◆				
AZ	Springerville	◆		◆	◆									
AZ	Surprise		◆	◆	◆			◆	◆	◆		◆	◆	
AZ	Taylor	◆	◆					◆	◆	◆			◆	
AZ	Tolleson	◆	◆	◆	◆	◆		◆	◆				◆	
AZ	Tucson		◆											
AZ	Wellton		◆	◆	◆	◆		◆	◆	◆				
AZ	Yuma		◆	◆		◆	◆	◆	◆	◆	◆		◆	
CA	Avenal		◆	◆		◆	◆	◆	◆	◆		◆		
CA	Banning		◆					◆	◆	◆			◆	
CA	Butte County		◆					◆	◆			◆	◆	
CA	Chino Hills		◆	◆		◆				◆				
CA	Clovis			◆										



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
CA	Corcoran			◆	◆			◆		◆			◆	
CA	El Centro							◆	◆	◆		◆	◆	
CA	Grass Valley		◆	◆	◆	◆		◆	◆	◆			◆	
CA	Half Moon Bay		◆	◆				◆		◆	◆			
CA	Hemet		◆			◆		◆	◆	◆	◆	◆	◆	
CA	Imperial County	◆												
CA	Maywood	◆												
CA	National City							◆	◆	◆		◆		
CA	Rancho Cucamonga									◆				
CA	Suisun City		◆							◆			◆	
CA	Temecula		◆	◆	◆			◆		◆	◆	◆	◆	
CA	Tulare		◆	◆	◆	◆		◆	◆	◆	◆	◆	◆	
CA	Visalia									◆		◆	◆	
CO	Arapahoe County		◆											
CO	Boulder		◆					◆	◆	◆	◆	◆		
CO	Castle Rock		◆			◆		◆	◆	◆	◆		◆	
CO	Colorado Springs		◆											
CO	Eaton			◆	◆			◆		◆	◆		◆	
CO	Erie		◆					◆		◆	◆		◆	
CO	Evans		◆											
CO	Garfield County		◆											
CO	Greeley		◆	◆					◆	◆				
CO	Johnstown		◆					◆	◆	◆	◆	◆	◆	
CO	Longmont		◆						◆				◆	
CO	Louisville	◆	◆					◆		◆	◆	◆	◆	
CO	Montezuma County		◆											
CO	Pitkin County		◆											
CO	Pueblo		◆											
CO	Steamboat Springs							◆	◆	◆	◆		◆	
CO	Thornton		◆			◆		◆	◆	◆			◆	
CO	Vail		◆											
DE	Appoquinimink Schools													◆
DE	New Castle County			◆				◆	◆	◆		◆	◆	
DE	State of Delaware		◆					◆	◆	◆				◆
FL	Coral Gables		◆	◆				◆	◆	◆			◆	
FL	Deerfield Beach							◆	◆					
FL	DeSoto County	◆	◆						◆	◆		◆	◆	
FL	DeSoto County Schools													◆



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
FL	Key Biscayne	◆												
FL	Lake Wales			◆	◆			◆	◆	◆		◆		
FL	Manatee County		◆					◆	◆	◆			◆	
FL	Manatee County Schools													◆
FL	Miami	◆						◆	◆	◆	◆		◆	◆
FL	Naples	◆												
FL	North Miami	◆		◆	◆			◆	◆	◆	◆	◆	◆	
FL	Parkland							◆		◆				
FL	Pasco County School Board													◆
FL	Plant City											◆		
FL	Polk County							◆		◆				
FL	Port St. Lucie									◆			◆	
FL	Punta Gorda		◆					◆	◆	◆		◆	◆	
FL	Seminole County Schools													◆
FL	Stuart		◆					◆	◆	◆			◆	
FL	Sunny Isles Beach							◆		◆			◆	
FL	West Miami			◆				◆		◆			◆	
GA	Atlanta		◆					◆	◆	◆		◆	◆	
GA	Calhoun	◆												
GA	Douglas County	◆	◆					◆	◆	◆		◆		
GA	Douglasville	◆	◆					◆		◆				
GA	Effingham County		◆	◆	◆			◆		◆		◆		
GA	Gordon County	◆							◆	◆		◆		
GA	Henry County		◆											
GA	Roswell		◆						◆	◆				
IA	West Des Moines									◆				
ID	Caldwell	◆												
ID	Canyon County	◆												
ID	Hailey		◆	◆	◆			◆	◆	◆	◆	◆	◆	
ID	Hayden		◆					◆		◆				
ID	Kellogg			◆				◆		◆				
ID	Kootenai County Fire & Rescue								◆					
ID	Nampa	◆	◆	◆	◆			◆	◆	◆	◆			
ID	Post Falls	◆	◆					◆		◆				
ID	Sandpoint		◆						◆	◆	◆			
ID	Shoshone Fire District								◆					
ID	Victor		◆					◆	◆	◆				



STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
IL	Evanston	◆	◆		◆					◆		◆		
LA	Covington			◆	◆									
MD	Anne Arundel		◆											◆
MD	Brunswick							◆		◆			◆	
MD	Calvert County		◆					◆	◆					◆
MD	Caroline County													◆
MD	Carroll County					◆			◆	◆		◆	◆	◆
MD	Cecil County		◆					◆	◆				◆	
MD	Charles County		◆							◆				◆
MD	Dorchester County	◆						◆						◆
MD	Easton	◆	◆					◆	◆	◆			◆	
MD	Frederick		◆											
MD	Frederick County		◆					◆	◆	◆		◆	◆	◆
MD	Hagerstown		◆					◆		◆			◆	
MD	Hampstead				◆			◆		◆				
MD	Harford County	◆												
MD	Ocean City	◆												
MD	Queen Anne's County	◆						◆	◆	◆	◆	◆	◆	◆
MD	Salisbury	◆	◆	◆	◆			◆	◆	◆	◆		◆	
MD	Snow Hill	◆						◆	◆	◆			◆	
MD	Talbot	◆	◆							◆		◆	◆	◆
MD	Washington County							◆						◆
MD	Westminster		◆		◆					◆			◆	◆
MD	Wicomico		◆											◆
MD	Worcester					◆				◆		◆	◆	◆
MN	Woodbury			◆	◆	◆								
MO	Nixa			◆	◆			◆		◆			◆	
MO	Nixa Fire Protection District								◆					
MS	Madison							◆	◆	◆	◆			
MT	Belgrade	◆	◆	◆	◆				◆	◆				
MT	Big Sky			◆										
MT	Bozeman		◆	◆	◆				◆					
MT	Corvallis School District													◆
MT	Flathead County		◆						◆					
MT	Florence School District													◆
MT	Gallatin County	◆	◆						◆					
MT	Gallatin County Fire Districts								◆					
MT	Great Falls	◆												

STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
MT	Madison	◆												
MT	Manhattan			◆	◆									
MT	Missoula							◆	◆	◆	◆		◆	
MT	Missoula County							◆	◆	◆				
MT	Polson			◆	◆					◆				
MT	Ravalli	◆												
NC	Cabarrus County													◆
NC	Camden County													◆
NC	Catawba County													◆
NC	Chatham County													◆
NC	Creedmoor			◆	◆									
NC	Currituck County													◆
NC	Durham													◆
NC	Greenville		◆						◆	◆				
NC	Jacksonville	◆		◆	◆									
NC	Nags Head							◆		◆			◆	
NC	Orange County									◆	◆			◆
NC	Pasquotank													◆
ND	Minot											◆	◆	
NE	Lincoln		◆	◆	◆					◆				
NM	Albuquerque		◆					◆	◆	◆				
NM	Las Cruces			◆	◆									
NV	North Las Vegas	◆							◆					
NV	Nye County		◆			◆		◆	◆	◆				
NV	Washoe County		◆											
OH	Delaware							◆	◆	◆			◆	
OH	Lebanon		◆							◆				
OH	Pickerington	◆	◆					◆		◆			◆	
OH	Sunbury							◆					◆	
OK	Edmond			◆	◆									
RI	East Greenwich								◆	◆	◆		◆	◆
RI	Middletown			◆				◆	◆	◆			◆	◆
SC	Aiken		◆				◆	◆	◆	◆				
SC	Anderson County		◆											
SC	Georgetown County		◆					◆				◆		
SC	Horry County	◆						◆	◆	◆	◆	◆		
SC	Richland County		◆											
SC	Summerville								◆	◆			◆	

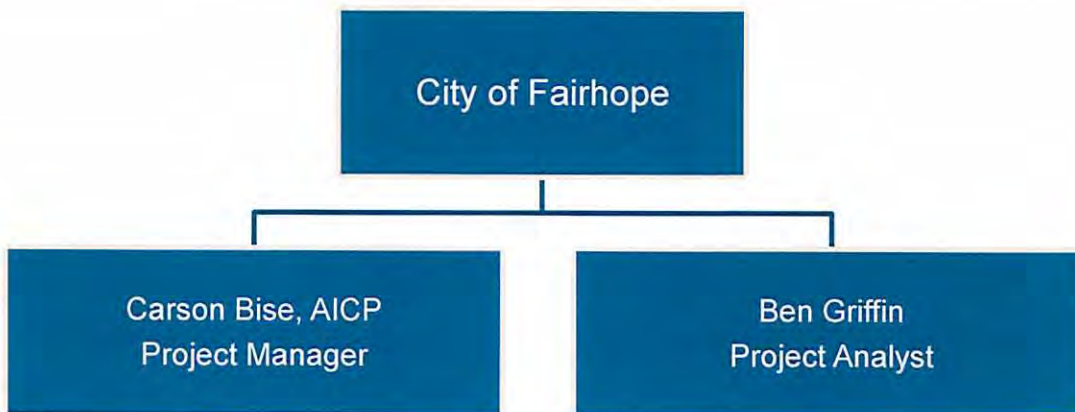


STATE	CLIENT	Feasibility Analysis	Roads/Transportation	Sewer	Water	Stormwater	Solid Waste	Law Enforcement	Fire/EMS	Parks and Recreation	Trails/Open Space	Libraries	General Government	Schools
UT	American Fork	◆	◆	◆						◆				
UT	Brigham City	◆												
UT	Clearfield	◆		◆	◆	◆				◆				
UT	Clinton City		◆	◆	◆	◆			◆	◆	◆			
UT	Draper		◆		◆	◆			◆	◆	◆			
UT	Farmington		◆	◆	◆	◆		◆	◆	◆	◆			
UT	Hyde Park		◆	◆	◆					◆				
UT	Kaysville		◆	◆						◆				
UT	Logan	◆	◆	◆	◆	◆		◆		◆	◆			
UT	Mapleton			◆	◆	◆			◆	◆	◆			
UT	North Logan	◆	◆	◆	◆					◆	◆			
UT	Pleasant Grove	◆	◆	◆	◆			◆	◆	◆				
UT	Salt Lake County					◆				◆				
UT	Sandy City		◆			◆		◆	◆		◆			
UT	South Valley Sewer District	◆		◆										
UT	Spanish Fork	◆		◆	◆	◆				◆				
UT	Springville									◆				
UT	Wellsville		◆	◆	◆				◆	◆				
UT	West Jordan		◆	◆	◆	◆		◆	◆	◆				
UT	Woods Cross	◆		◆	◆					◆				
VA	Chesterfield County		◆						◆	◆		◆		◆
VA	Goochland County		◆											
VA	Henrico County		◆							◆		◆		◆
VA	Isle of Wight County								◆	◆				◆
VA	Prince George County							◆	◆	◆		◆	◆	◆
VA	Prince William County		◆											
VA	Spotsylvania County		◆											
VA	Stafford County		◆											
VA	Suffolk			◆	◆									
VA	Sussex County	◆												
WI	Eau Claire		◆	◆	◆	◆				◆				
WV	Jefferson County							◆	◆	◆			◆	◆
WY	Casper	◆	◆						◆	◆				
WY	Pinedale	◆		◆	◆				◆	◆	◆		◆	
WY	Teton County		◆											

Project Personnel

Project Team Overview

Our proposed Project Team of Carson Bise, AICP and Ben Griffin., has unsurpassed experience performing projects requiring the same expertise as that needed to serve the City of Fairhope. Our Project Team brings over 50 years of impact fee calculation, infrastructure finance, demographic and market analysis, and implementation experience to the City's assignment. In summary, each of our Project Team are considered national thought leaders in the areas of impact fees, exactions, infrastructure finance, impact fee program administration, and implementation. The organizational chart below shows our project team for this assignment.



Carson Bise, AICP, President of TischlerBise, will serve as Project Manager and coordinate our project team's interaction with the City to ensure that all work is completed properly, on time, and within budget. He will work closely with TischlerBise and City staff, developing and reviewing all aspects of the project and providing overall quality assurance for the project. He will also have a major role in all aspects of the project.

Benjamin Griffin, Senior Fiscal / Economic Analyst at TischlerBise, will assist with this assignment. Mr. Griffin, in conjunction with Mr. Bisee, will ensure constant collaboration and communication between Park and Planning Commission staff and our team through frequent progress memorandums, conference calls, and in-person meetings. Mr. Griffin has prepared impact fees, market analyses, and revenue strategies for local governments in 13 states.



Project Team Resumes

L. Carson Bise, II, AICP, President

Mr. Bise has 25 years of fiscal, economic and planning experience, and **has conducted fiscal and infrastructure finance evaluations in over 35 states**. Mr. Bise is a leading national figure in the calculation of impact fees, having completed over 200 impact fees for the following categories: parks and recreation, open space, police, fire, schools, water, sewer, roads, municipal power, and general government facilities. In his seven years as a planner at the local government level he coordinated Capital Improvement Plans, conducted market analyses and business development strategies, and developed comprehensive plans. Mr. Bise has also written and lectured extensively on fiscal impact analysis and infrastructure financing. His most recent publications are *Next Generation Transportation Impact Fees* and *Fiscal Impact Analysis: Methodologies for Planners* published by the American Planning Association, a chapter on fiscal impact analysis in the book *Planning and Urban Design Standards* also published by the American Planning Association, and the ICMA IQ Report, *Fiscal Impact Analysis: How Today's Decisions Affect Tomorrow's Budgets*. Mr. Bise was also the principal author of the fiscal impact analysis component for the Atlanta Regional Commission's Smart Growth Toolkit and is featured in the recently released AICP CD-ROM Training Package entitled *The Economics of Density*. Mr. Bise is currently on the Board of Directors of the Growth and Infrastructure Finance Consortium and **recently Chaired the American Planning Association's Paying for Growth Task Force. He was also recently named an Affiliate of the National Center for Smart Growth Research & Education.**

SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Daphne, Alabama – *Impact Fee Study*
- City of Foley, Alabama – *Impact Fee Study*
- City of Gulf Shores, Alabama – *Impact Fee Study*
- City of Orange Beach, Alabama – *Impact Fee Study*
- City of Apache Junction, Arizona – *Impact Fee Study*
- Town of Camp Verde, Arizona – *Impact Fee Study*
- City of Eloy, Arizona – *Impact Fee Study*
- City of Siloam Springs, Arkansas – *Impact Fee Study*
- City of Avenal, California – *Impact Fee Study*
- City of Banning, California – *Impact Fee Study*
- City of National City, California – *Impact Fee Study*
- City of Temecula, California – *Impact Fee Study*
- City of Tulare, California – *Impact Fee Study*
- City of Boulder, Colorado – *Impact Fee/Excise Tax Study*
- Town of Castle Rock, Colorado – *Impact Fee Study*
- City of Evans, Colorado – *Impact Fee Study*
- City of Greeley, Colorado – *Impact Fee Study*
- City of Longmont, Colorado – *Impact Fee Study*
- City of Louisville, Colorado – *Impact Fee Study*
- City of Steamboat Springs, Colorado – *Impact Fee Study*

- City of Thornton, Colorado – *Impact Fee Study*
- Town of Vail, Colorado – *Impact Fee Study*
- DeSoto County, Florida – *Impact Fee Study*
- Manatee County, Florida – *Impact Fee Study*
- City of North Miami, Florida – *Impact Fee Study*
- Pasco County, Florida – *School Impact Fee Study*
- Polk County, Florida – *Impact Fee Study*
- City of Punta Gorda, Florida – *Impact Fee Study*
- Seminole County, Florida – *School Impact Fee and Infrastructure Financing Study*
- Anne Arundel County, Maryland – *Revenue Strategies*
- Calvert County, Maryland – *Impact Fee Study*
- Caroline County, Maryland – *Schools Excise Tax Study*
- Carroll County, Maryland – *Impact Fee Study*
- Charles County, Maryland – *Impact Fee Study*
- Dorchester County, Maryland – *Impact Fee Study*
- Town of Easton, Maryland – *Impact Fee Study*
- City of Hagerstown, Maryland – *Impact Fee Study*
- Town of Hampstead, Maryland – *Impact Fee Study*
- City of Salisbury, Maryland – *Impact Fee Study*
- Talbot County, Maryland – *Impact Fee Study*
- Washington County, Maryland – *Impact Fee Study*
- Wicomico County, Maryland – *Impact Fee Study*
- Worcester County, Maryland – *Impact Fee Study*
- Broadwater County, Montana – *Impact Fee Feasibility Study*
- Flathead County, Montana – *Impact Fee Feasibility Study and Impact Fee Study*
- Florence-Carlton School District, Montana – *Impact Fee Study*
- Gallatin Canyon/Big Sky, Montana – *Capital Improvement and Funding Plan*
- City of Great Falls, Montana – *Impact Fee Feasibility Study*
- City of Laurel, Montana – *Impact Fee Feasibility Study*
- City of Missoula/Missoula County, Montana – *Impact Fee Study and Capital Facility Plan*
- City of North Las Vegas, Nevada – *Impact Fee Study*
- Nye County/Town of Pahrump, Nevada – *Impact Fee Study*
- City of Las Cruces, New Mexico – *Water and Sewer Impact Fee Study*
- Cabarrus County, North Carolina – *Voluntary Mitigation Payment Studies (Two School Districts)*
- City of Greenville, North Carolina – *Impact Fee Study*
- Abbeville County, South Carolina – *Infrastructure Funding Strategy*
- Beaufort County, South Carolina – *Infrastructure Funding Strategy*
- Clinton City, Utah – *Impact Fee Study*
- Draper City, Utah – *Impact Fee Study*
- Farmington City, Utah – *Impact Fee Study*
- Logan City, Utah – *Impact Fee Study*
- Mapleton City, Utah – *Impact Fee Study*
- City of Spanish Fork, Utah – *Impact Fee Study*

- City of West Jordan, Utah – *Impact Fee Study*
- Goochland County, Virginia – *Cash Proffer Study*
- Henrico County, Virginia – *Impact Fee Study; Cash Proffer Study*
- Prince George County, Virginia – *Cash Proffer Study*
- Prince William County, Virginia – *Impact Fee Study*
- Spotsylvania County, Virginia – *Impact Fee Study*
- Stafford County, Virginia – *Impact Fee Study*
- Sussex County, Virginia – *Cash Proffer Study*

EDUCATION

M.B.A., Economics, Shenandoah University

B.S., Geography/Urban Planning, East Tennessee State University

B.S., Political Science/Urban Studies, East Tennessee State University

PUBLICATIONS

- “Next Generation Transportation Impact Fees,” American Planning Association, Planners Advisory Service.
- “Fiscal Impact Analysis: Methodologies for Planners,” American Planning Association.
- “Planning and Urban Design Standards,” American Planning Association, Contributing Author on Fiscal Impact Analysis.
- “Fiscal Impact Analysis: How Today’s Decisions Affect Tomorrow’s Budgets,” ICMA Press.
- “The Cost/Contribution of Residential Development,” Mid-Atlantic Builder.
- “Are Subsidies Worth It?” Economic Development News & Views.
- “Smart Growth and Fiscal Realities,” ICMA Getting Smart! Newsletter.
- “The Economics of Density,” AICP Training Series, 2005, Training CD-ROM (American Planning Association).

Benjamin Griffin, Senior Fiscal / Economic Analyst

Mr. Griffin is a Senior Fiscal / Economic Analyst at TischlerBise with specialties in finance and economic development planning. Prior to joining TischlerBise, Mr. Griffin worked on real estate and economic development projects for the New Orleans Business Alliance. During this time, he conducted field surveys to determine the economic health of key retail corridors, researched real estate development projects, and analyzed economic development initiatives. Prior to his real estate and economic development experience, Mr. Griffin worked with the New Orleans Redevelopment Authority, where he gained experience in performance-based funding sources, title clearance, and GIS. This position provided practical experience with issues concerning the redevelopment process, title clearance of properties received and acquired through various means, and analysis of property data for redevelopment projects. Mr. Griffin also possesses professional experience with the Jefferson Parish Planning Department, where he worked in the Current Planning Division.



SELECTED IMPACT FEE AND INFRASTRUCTURE FUNDING STRATEGY EXPERIENCE

- City of Buckeye, AZ - *Development Impact Fee Study*
- Pinal County, AZ - *Development Impact Fee Study*
- City of Sierra Vista, AZ - *Development Impact Fee Study*
- City of Yuma, AZ - *Development Impact Fee Study*
- Town of Mammoth Lakes, CA - *Development Fee Study*
- City of Suisun City, CA - *Development Fee Study*
- Town of Evans, CO – *Impact Fee Study*
- City of Fort Collins, CO - *Transportation Fee Study*
- City of Thornton, CO - *Impact Fee Study*
- Town of Mead, CO - *Impact Fee Study*
- Manatee County, FL - *Impact Fee Study*
- Manatee County, FL - *School Impact Fee Study*
- City of Covington, LA – *Capacity Charge Study*
- Town of Middletown, RI - *Impact Fee Study*
- City of Corpus Christi, TX – *Wastewater User Rate Affordability Study*
- Jefferson County, WV – *School Impact Fee Study*

EDUCATION

Master of Urban and Regional Planning, Economic Development, University of New Orleans

Bachelor of Business Administration, Finance, University of Mississippi



Work Scope

TASK 1: PROJECT INITIATION / DATA ACQUISITION

During this task, we will meet with City staff to establish lines of communication, review and discuss project goals and expectations related to the project, review (and revise if necessary) the project schedule, request data and documentation related to new proposed development, and discuss City staff's role in the project. The objectives of this initial discussion are outlined below:

- Obtain and review current demographics and other land use information for the City of Fairhope
- Review and refine work plan and schedule
- Discuss current and previous work efforts related to this topic
- Assess additional information needs and required staff support
- Identify and collect data and documents relevant to the analysis
- Identify any major relevant policy issues
- Discuss outreach strategy and schedule

Meetings:

One (1) on-site visit to meet with City project management team/City staff as appropriate.

Deliverables:

1) Revisions to project schedule, if necessary. 2) Data request memorandum.

TASK 2: PREPARE LAND USE ASSUMPTIONS AND DEVELOPMENT PROJECTIONS

The purpose of this task is to review and understand the current demographics of the City as they relate to growth and development and determine the likely development future for the City in terms on new population, housing units, employment, and nonresidential building area over the next 10-20 years. Information from the City will serve as the basis for preparing projections of residential and nonresidential development for consideration by staff and the stakeholder group. TischlerBise will prepare a plan that includes projections of changes in land uses, densities, intensities, and population for a specific service area.

Meetings:

Discussions with the Planning and Zoning Department will be held as part of Task 1, as well as conference calls as needed.

Deliverables:

TischlerBise will prepare a draft technical memorandum discussing the recommended land use factors and projections. After review and sign-off by the City, a final memorandum will be issued, which will become part of the final Impact Fee Study.



TASK 3: DETERMINE CAPITAL FACILITY NEEDS AND SERVICE LEVELS

This Task as well as Tasks 4-6 may vary somewhat depending on the methodology applied to a particular impact fee category. The impact fee study for each facility type would be presented in separate chapters in the impact fee report.

Identify Facilities/Costs Eligible for Impact Fee Funding. As an essential part of the nexus analysis, TischlerBise will evaluate the impact of development on the need for additional facilities, by type, and identify costs eligible for impact fee funding. Elements of the analysis include:

- Review facility plans, fixed asset inventories, and other documents establishing the relationship between development and facility needs by type.
- Identify planned facilities, vehicles, equipment, and other capital components eligible for impact fee funding.
- Prepare forecast of relevant capital facility needs.
- Adjust costs as needed to reflect other funding sources.

As part of calculating the fee, Fairhope may include the construction contract price; the cost of acquiring land, improvements, materials, and fixtures; the cost for planning, surveying, and engineering fees for services provided for and directly related to the construction system improvement; and debt service charges, if the City of Fairhope might use impact fees as a revenue stream to pay the principal and interest on bonds, notes or other obligations issued to finance the cost of system improvements. All of these components will be considered in developing an equitable allocation of costs.

Identify Appropriate Level of Service (LOS) Standards. We will review needs analyses and LOS for each facility type. Activities related to this Task include:

- Apply defined service standards to data on future development to identify the impacts of development on facility and other capital needs. This will include discussions with staff of the existing versus adopted LOS, as appropriate.
- Ascertain and evaluate the actual demand factors (measures of impact) that generate the need for each type of facility to be addressed in the study.
- Identify actual existing service levels for each facility type. This is typically expressed in the number of demand units served.
- Define service standards to be used in the impact fee analysis.
- Determine appropriate geographic service areas for each fee category.

Meetings:


Two (2) meetings with City staff to discuss capital facility needs and levels-of-service.

Deliverables:

Memoranda as appropriate. Results integrated into Draft/Final Impact Fee report (See Task 7).

TASK 4: EVALUATE DIFFERENT ALLOCATION METHODOLOGIES

The purpose of this Task is to determine the methodology most appropriate for each impact fee category. As noted previously, the three basic methodologies that can be applied in the calculation of impact fees are



the plan-based, incremental expansion, and cost-recovery approaches. Selection of the particular methodology for each component of the impact fee category will depend on which is most beneficial for Fairhope. In a number of cases, we will prepare the impact fees for a particular infrastructure category using several methodologies and will discuss the trade-offs with Fairhope. This allows the utilization of a combination of methodologies within one fee category. For instance, a plan-based approach may be appropriate for a new building while an incremental approach may be appropriate for support vehicles and equipment. By testing all possible methodologies, Fairhope is assured that the maximum supportable impact fee will be developed. Policy discussions will then be held at the staff level regarding the trade-offs associated with each allocation method prior to proceeding to the next Task as well as trade-offs regarding implementation as impact fees.

Meetings:

One (1) meeting with City staff to discuss issues related to allocation methodologies

Deliverables:

Memoranda as appropriate. See Task 7.

TASK 5: DETERMINE NEED FOR “CREDITS” TO BE APPLIED AGAINST CAPITAL COSTS

A consideration of “credits” is integral to the development of a legally valid impact fee methodology. There is considerable confusion among those who are not immersed in impact fee law about the definition of a credit and why it may be required.

There are two types of “credits” that are included in the calculation of impact fees, each with specific, distinct characteristics. The first is a credit due to possible double payment situations. This could occur when a property owner will make future contributions toward the capital costs of a public facility covered by an impact fee. The second is a credit toward the payment of an impact fee for the required dedication of public sites and improvements provided by the developer and for which the impact fee is imposed. Both types of credits will be considered and addressed in the impact fee study.


Deliverables:

Memoranda as appropriate. See Task 7.

TASK 6: CONDUCT FUNDING AND CASH FLOW ANALYSIS

In order to prepare a meaningful capital funding strategy, it is important to not only understand the gross revenues, but also the capital facility costs and any deficits. In this case some consideration should be given to anticipated funding sources. This calculation will allow Fairhope to better understand the various revenue sources possible and the amount that would be needed if the impact fees were discounted.

The initial cash flow analysis will indicate whether additional funds might be needed or if the funding strategy might need to be changed to have new growth pay its fair share of new capital facilities. This could also affect the total credits calculated in the previous Task. Therefore, it is likely that a number of iterations will be conducted in order to refine the cash flow analysis reflecting the capital improvement needs.



Deliverables:

See Task 7.

TASK 7: PREPARE IMPACT FEE REPORT, PUBLIC PRESENTATIONS

TischlerBise will prepare a draft report for City's review. The report will summarize the need for all relevant categories of impact fees in Fairhope and the relevant methodologies employed in the calculation. It will also document all assumptions and cost factors. The report will include at a minimum the following information:

- Executive summary
- A detailed description of the methodologies used during the study
- A detailed description of all LOS standards and cost factors used and accompanying rationale
- A detailed schedule of all proposed fees listed by land use type and activity
- Other information which adequately explains and justifies the resulting recommended fee schedule
- Cash flow analysis
- Implementation and administration procedures

Following the City's review of the draft report, we will make mutually agreed upon changes to the impact fee report and issues a final version.

Meetings:

One (1) meeting/ presentation to present results with the City Council.

Deliverables:

Draft and final reports and presentation materials for meetings.

Schedule and Costs

Project Schedule

The following figure provides our anticipated schedule for the Impact Fee Study, as well as number of meetings and deliverables.

PROPOSED SCHEDULE- IMPACT FEE STUDY			
Tasks	Anticipated Dates	Meetings*	Meetings/Deliverables
Task 1: Project Initiation	October, 2017	1*	Data Request Memorandum and Revised Project Schedule, if necessary.
Task 2: Prepare Land Use Assumptions and Development Projections	October - November, 2017	1*	Technical Memorandum on Land Use Assumptions/Development Projections
Task 3: Determine Capital Facility Needs and Service Levels	December, 2017 - February, 2018	2*	Memoranda as Appropriate
Task 4: Evaluate Different Allocation Methodologies	February, 2018	1	Memoranda as Appropriate
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	February, 2018	0	Memoranda as Appropriate
Task 6: Conduct Funding and Cash Flow Analysis	February, 2018	0	See Task 7
Task 7: Prepare Development Impact Fee Report, Presentations	February, 2018	1*	Draft and Final Development Impact Fee Report

*In several cases it is assumed meetings are held with multiple departments over one (1) trip.

Project Costs

The following figure provides our fixed fee cost proposal for the Impact Fee Study.

PROPOSED FEE - IMPACT FEE STUDY				
Project Team Member:	Bise	Griffin	Total	
Hourly Rate*	\$200	\$185	Hours	Cost
Task 1: Project Initiation	8	8	16	\$3,080
Task 2: Prepare Land Use Assumptions and Development Projections	16	28	44	\$8,380
Task 3: Determine Capital Facility Needs and Service Levels	40	60	100	\$19,100
Task 4: Evaluate Different Allocation Methodologies	16	8	24	\$4,680
Task 5: Determine Need for "Credits" to be Applied Against Capital Costs	8	8	16	\$3,080
Task 6: Conduct Funding and Cash Flow Analysis	0	8	8	\$1,480
Task 7: Prepare Development Impact Fee Report, Presentations	42	60	102	\$19,500
<i>Expenses:</i>				<i>\$8,700</i>
Total Cost:	130	180	310	\$68,000

TischlerBise

FISCAL | ECONOMIC | PLANNING

Principal Office

4701 Sangamore Road, Suite S240 |
Bethesda, MD 20816
301.320.6900 x12 (w) | 301.320.4860 (f) |
carson@tischlerbise.com

Florida Office:

606 3rd Avenue West #304 | Bradenton,
FL 34205



RESOLUTION NO. _____

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 Project No. PW001-17, Fly Creek Marina Seawall Improvements 2017, with an increase from the contract in the amount of \$11,400.00, and award the Change Order to MD Thomas Construction, LLC. The scope of work will be modified to exclude the fuel dock shelter (-\$17,850.00) and to include mobilization of fuel dock (\$29,250.00) for a total net change order value of (\$11,400.00) to the Contract.

Adopted on this 9th day of October, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

OCT 4 '17 PM 2:27 *ZAH*

To: Michael Hinson, Treasurer
From: *Delores A Brandt*
Delores A Brandt, Purchasing Clerk
For Daniel P. Ames, Purchasing Manager

Date: October 04, 2017

Re: **Placing Change Order No.1 Bid No. 001-17 Fly Creek Marina Seawall Improvements 2017** on City Council agenda

Concerning ongoing **Project No. PW001-17 Fly Creek Marina Seawall Improvements 2017.**

The Engineer of Record, FMS Engineering Services, LLC., recommends and approves the scope of work be expanded to include additional work, not determined in the original scope of work. The Cost for this added work, based on the plan provided by FMS Engineering was TWENTY-NINE THOUSAND TWO HUNDRED FIFTY DOLLARS (\$29,250.00) The shelter that was planned for this area will be deleted from the scope of the work, since the location of the future fuel dock may change once we obtain the master plan for marina improvements. The deductive portion of this change order, based on the schedule of values of the Contract is minus SEVENTEEN THOUSAND EIGHT HUNDRED FIFTY DOLLARS (\$17,850.00). The total net change order value is ELEVEN THOUSAND FOUR HUNDRED DOLLARS (\$11,400.00).

This amount of the Contract changes from ONE HUNDRED NINETEEN THOUSAND TWO HUNDRED NINETY DOLLARS AND FIFTY CENTS (\$119,290.50) **increasing** the Contract to ONE HUNDRED THIRTY THOUSAND SIX HUNDRED NINETY DOLLARS AND FIFTY CENTS (**\$130,690.50**).

Please place on this City Council Agenda this request for approval of Change Order No.1, Bid No. 001-17 Fly Creek Marina Seawall Improvements 2017 in the amount of \$11,400.00, award of the Change Order to MD Thomas Construction, LLC., and authorization of the Mayor to execute Change Order No. 1 (see attached change order form).

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

**CHANGE ORDER REQUEST
CITY OF FAIRHOPE**

OWNER: CITY OF FAIRHOPE

ARCHITECT/ENGINEER: FMS Engineering, LLC/ Cristin Faircloth, P.E.

CONTRACTOR: M D Thomas Construction, LLC

PROJECT: PW001-17 Fly Creek Seawall Improvements 2017

CHANGE ORDER REQUEST NO. 1 October 2, 2017 DATE:

1. DESCRIPTION OF CHANGE:

This Change request is to make required improvements to the existing bulkhead that is damaged beyond repair to allow for the planned deck replacement of the dock adjacent to the fuel dock. Cost for this added work, based on the plan provided by FMS Engineering is \$29,250.00 The shelter that was planned for this area will be deleted from the scope of the work, since the location of the future fuel dock may change once we obtain the master plan for marina improvements. The deductive portion of this change order, based on the schedule of values of the contract is \$17,850.00. The total net change order value is \$11,400.00

2. CHANGE ORDER COSTS: Add: \$29,250.00; Deduct \$17,850.00 Total change order \$11,400.00

Proposal Attached See Attached Sheets Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a.					
b.					
c.					
d.					
e.					
f.*					
TOTAL:					

*If more than 6 items, provide attachments.

3. INSTITUTED BY: City of Fairhope

4. JUSTIFICATION OF NEED: Work required to fulfill the original scope of the contract

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

Time is of the essence

6. COSTS REVIEW:

7. THIS CHANGE ORDER IS SUBMITTED FOR REVIEW AND APPROVAL AND IS CLASSIFIED AS THE FOLLOWING TYPE:

- Minor change of a total monetary value less than required for competitive bidding.
- Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
- Emergencies arising during the course of work.
- Change or alternates provided for in the original bidding where there is no difference in price of the Change Order from the original best bid on the Alternate.
- Change of relatively minor terms not contemplated when the plans and specifications were prepared and the Project was bid and which are in the public interest and do not exceed 10% of the Contract Price.

8. EXTENSION OF TIME REQUESTED: Calendar Days: 21

RECOMMENDED:

APPROVED:

BY: _____

CM Furcloth
Parsons Consulting Engineer

BY: _____

Contractor

BY: _____

[Signature]
City Representative

BY: _____

OWNER's Legal Advisor

BY: _____

OWNER's Authorized Representative

Dee Dee Brandt

From: Cristin Faircloth <CFaircloth@fmsengineering.com>
Sent: Tuesday, October 03, 2017 3:46 PM
To: Lynn Donnelly Maser; Dee Dee Brandt
Cc: Lance Cabaniss; Richard Peterson
Subject: FW: Marina Change Order
Attachments: Fuel Dock Change Order Worksheet 09242017 - Sheet1.pdf

Laura has agreed to an \$11,400 change order. This is the original \$29,250 - \$17,850 (shelter deletion) = \$11,400. The contract as it is written is for \$11,300. Can it be changed to \$11,400 easily?
I can sign the contract and turn it around immediately.

Best Regards,
Cristin Faircloth, P.E.



FMS ENGINEERING, LLC
2509 COMMERCIAL PARK DR.
MOBILE, AL 36606
PH 251-450-2377
FAX 251-450-3757

EMAIL: CFAIRCLOTH@FMSENGINEERING.COM
WEBSITE: WWW.FMSENGINEERING.COM

From: Cristin Faircloth
Sent: Tuesday, October 03, 2017 12:01 PM
To: 'Lynn Donnelly Maser'; 'Dee Dee Brandt'
Cc: 'Lance Cabaniss'; 'Richard Peterson'
Subject: RE: Marina Change Order

All –

I am in contact with Laura Thomas (MD Thomas) via email since she and Mike are currently out of the country. I did not think they had been made aware that there had been revision to the change order they originally sent over (attached). She said she would get back with me as soon as she is in touch with Mike, who is out of pocket until 3:30 CDT. I do not think the contract should be signed without the consent of the contractor for the revised contracted amount of \$11,300.

Best Regards,
Cristin Faircloth, P.E.



FMS ENGINEERING, LLC
2509 COMMERCIAL PARK DR.
MOBILE, AL 36606
PH 251-450-2377
FAX 251-450-3757



PO BOX 326
 Orange Beach, AL 36561
 Phone: (251) 980-2504

WORK ESTIMATE

ESTIMATE #	DATE
175-2017	9/24/2017

TO

City of Fairhope
 Attn: Lance Cabaniss

Job

Fly Creek Marina - Fuel Dock

DESCRIPTION OF WORK

This estimate is for the materials and labor for the additional work to be performed at the Fuel Dock as per emails from Lance Cabaniss or Cristin Faircloth on 9/1/2017 and 9/15/2017 as well as an on-site meeting on Tuesday, Sept 19th to clarify scope.

ITEMIZED COSTS	QTY	UNIT PRICE	AMOUNT
Additional work as requested	1	29,250.00	29,250.00
			-
			-
<i>Thank you for your business!</i>			\$ 29,250.00

MDTC is a state licensed General Contractor with Workers Comp and General Liability Insurance

**Final Scope and site coordination meeting required before work commences.

Please sign below accepting this proposal to get your project scheduled. Thank you!

Signature

Phone/ Email

Please contact us with any questions. Thank you for your business!
Laura Thomas - laura@mdthomasconstruction.com - 251-980-2504

Fuel Dock Change Order Worksheet 09242017

Description	Amount/ Hours	Price per unit	Total	
Labor (Lead +2) (hours)	96	\$112.00	\$10,752.00	
Excavator (hours)	50	\$100.00	\$5,000.00	
Skidsteer (hours)	20	\$50.00	\$1,000.00	
Mobilization (LS)	1	\$1,000.00	\$1,000.00	
12" butt x 25' Pilings	3	\$170.00	\$510.00	
12' butt x 20' Pilings	2	\$150.00	\$300.00	
No change in Framing				
32' of wall				
2.8.16 rough sewn	9	\$28.00	\$252.00	
12" x 12' pilings	4	\$125.00	\$500.00	
2.8.12 RS	48	\$21.50	\$1,032.00	
1.8.12 RS	48	\$11.00	\$528.00	
5/8 SS allthread 12'	6	\$30.00	\$180.00	
5/8 SS heavy washer	12	\$3.00	\$36.00	
5/8 SS Nut	6	\$3.00	\$18.00	
Fabric	1	\$100.00	\$100.00	
Sand	2	\$225.00	\$450.00	
Silt Fence	1	\$100.00	\$100.00	
Dumpster	1	\$350.00	\$350.00	\$4,356.00 total for materials
			\$22,108.00	
Supervision		5%	\$1,105.40	
			\$23,213.40	
Overhead		5%	\$1,160.67	
			\$24,374.07	
Profit		20%	\$4,874.81	
Total			\$29,248.88	

CONTINUATION SHEET AIA DOCUMENT G703 (MODIFIED)

APPLICATION NO. 2
 APPLICATION DATE: 8/31/2017
 PERIOD FROM: 8/1/2017
 PERIOD TO: 8/31/2017

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.

A	B1	B2	B3	C3	D	E	G	H	I	J	K	L	M
ITEM NO.	DESCRIPTION OF WORK	QUANTITY	UNIT PRICE	SCHEDULE OF VALUES	WORK COMPLETED		TOTAL	% COMP.	IDB MATERIAL	BALANCE (LABOR EQUIPMENT MISC) (G-I)	% RETAINAGE	AMOUNT RETAINED (J*K)	BALANCE TO FINISH + RETAINAGE (C3-G+L)
					FROM PREVIOUS APPLICATIONS	THIS PERIOD	COMPLETED & STORED TO DATE						
1	Remove Timber Bulkhead	80	\$93.00	\$7,440.00	\$7,440.00		\$7,440.00	100%		\$7,440.00	5%	\$372.00	\$372.00
2	12" x 12' Piles	13	\$275.00	\$3,575.00		\$3,575.00	\$3,575.00	100%		\$3,575.00	5%	\$178.75	\$178.75
3	12" x 25' Piles	13	\$840.00	\$10,920.00	\$10,920.00		\$10,920.00	100%		\$10,920.00	5%	\$546.00	\$546.00
4	Whalers and Bulkhead	80	\$270.50	\$21,640.00	\$21,640.00		\$21,640.00	100%		\$21,640.00	5%	\$1,082.00	\$1,082.00
5	Tie Backs	13	\$164.00	\$2,132.00	\$2,132.00		\$2,132.00	100%		\$2,132.00		\$8.50	\$8.50
6	Dredge Material Removal	300	\$53.00	\$15,900.00		\$15,900.00	\$15,900.00	100%		\$15,900.00	5%	\$795.00	\$795.00
7	Filter Cloth	30	\$15.00	\$450.00	\$450.00		\$450.00	100%		\$450.00		\$0.00	\$0.00
8	Backfill	60	\$36.50	\$2,190.00		\$2,190.00	\$2,190.00	100%		\$2,190.00		\$0.00	\$0.00
9	16" Beam	2	815	\$1,630.00			\$0.00	0%		\$0.00		\$0.00	\$1,630.00
10	14" Beam	2	800	\$1,600.00			\$0.00	0%		\$0.00		\$0.00	\$1,600.00
11	12" Beam	2	700	\$1,560.00			\$0.00	0%		\$0.00		\$0.00	\$1,560.00
12	10" Beam	2	780	\$1,560.00			\$0.00	0%		\$0.00		\$0.00	\$1,560.00
13	Deck Joists	370	5	\$1,868.50			\$0.00	0%		\$0.00		\$0.00	\$1,868.50
14	Deck Boards	950	3	\$2,470.00			\$0.00	0%		\$0.00		\$0.00	\$2,470.00
15	Fuel Dock Shelter	1	19,850	\$19,850.00	\$2,000.00		\$2,000.00	10%		\$2,000.00		\$0.00	\$17,850.00
16	Mobilization	1	10,165	\$10,165.00	\$10,165.00		\$10,165.00	100%		\$10,165.00		\$0.00	\$0.00
17	Mooring Piling	10	760	\$7,600.00		\$7,600.00	\$7,600.00	100%		\$7,600.00		\$0.00	\$0.00
18	Finger Pier	8	840	\$6,720.00		\$6,720.00	\$6,720.00	100%		\$6,720.00		\$0.00	\$0.00
				\$119,290.50	\$54,747.00	\$35,985.00	\$90,732.00	811.10	\$0.00	\$90,732.00		\$2,982.25	\$31,540.75

Delete

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Karin Wilson is hereby authorized to execute an Agreement concerning a Transportation Planning Process for the Eastern Shore Urbanized Area between the County of Baldwin and the Municipalities of Daphne, Fairhope, Spanish Fort, and Loxley and the State of Alabama (acting by and through the Alabama Department of Transportation).

ADOPTED THIS 9TH DAY OF OCTOBER, 2017

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

**AN AGREEMENT CONCERNING A
TRANSPORTATION PLANNING PROCESS
FOR THE EASTERN SHORE URBANIZED AREA
BETWEEN
THE COUNTY OF
BALDWIN
AND
THE MUNICIPALITIES OF DAPHNE, FAIRHOPE, SPANISH FORT,
LOXLEY
AND
THE STATE OF ALABAMA**

Sec. 1-1

An Agreement concerning a Metropolitan Transportation Planning Process for the Eastern Shore Urbanized Area between the Baldwin County Commission,
hereinafter referred to as COUNTY;
the municipalities of Daphne, Fairhope, Spanish Fort, and Loxley;
hereinafter referred to as CITIES and TOWN;
and the State of Alabama (acting by and through the Alabama Department of Transportation),
hereinafter referred to as STATE.

Sec. 1-2

- (a) WHEREAS, Section 134 of Title 23 of the United States Code and Chapter 53 of Title 49 of the United States Code requires that each urbanized area, as a condition of the receipt of Federal capital or operating assistance, have a continuing, cooperative and comprehensive transportation planning process that results in plans and programs that consider all transportation modes and supports metropolitan community development and social goals that lead to the development and operation of an integrated, intermodal transportation system that facilitates the efficient, economic movement of people and goods; and
- (b) WHEREAS, the Federal Transit Administration and Federal Highway Administration have issued on December 4, 2015, new regulations concerning the metropolitan transportation planning process.

Sec. 1-3

NOW, THEREFORE, it is hereby agreed as follows:

- (a) The parties to this Agreement resolve to support a continuing, cooperative and comprehensive transportation planning process for the Eastern Shore Urbanized Area, hereinafter referred to as the "3C PROCESS;" and

- (b) FURTHERMORE, it is understood by the parties to this Agreement that an unwillingness to participate in the "3C PROCESS" may result in the Secretary of Transportation refusing to approve Federal Aid funds for surface transportation within the Eastern Shore Urbanized Area.
- (c) IT IS agreed and further understood by the parties of this Agreement that by execution of this Agreement upon and on behalf of the STATE, the Governor designates the following as the Metropolitan Planning Organization (MPO) for the Eastern Shore Urbanized Area:
- (1) The Mayor of each of the municipalities within the transportation planning study area. These municipalities are the following:
 - Mayor, City of Daphne
 - Mayor, City of Fairhope
 - Mayor, City of Spanish Fort;
 - (2) One elected official of the City of Daphne City Council, to be selected by the Mayor (or his designee);
 - (3) One elected official of the City of Fairhope City Council, to be selected by the Mayor (or his designee);
 - (4) One elected official of the Town of Loxley Town Council, to be selected by the Mayor (or his designee);
 - (5) Two Commissioners of the County Commission of the county within the transportation planning study area. The county is:
 - County of Baldwin, District 2
 - County of Baldwin, District 3;
 - (6) Southwest Region Engineer, State of Alabama Department of Transportation;

- (7) Transportation Planning Engineer, State of Alabama Department of Transportation (non-voting); and
 - (8) Division Administrator, Federal Highway Administration (non-voting).
- (d) IT IS agreed that any change in the voting membership of the MPO will be at the request of the MPO and with written approval of the Director of the Alabama Department of Transportation. Written approval of the Director of the Alabama Department of Transportation constitutes designation of MPO membership by the Governor of Alabama as required under Federal regulations when this Agreement is signed by the Governor. The MPO may add non-voting members to the MPO, as it deems appropriate.
- (e) IT IS agreed that overall direction of the "3C PROCESS" will be a function of the MPO as identified herein.

Sec. 1-4

- (a) The responsibilities of the MPO will be as follows:
- (1) Organize and elect a Chairman, Vice-Chairman and establish its rules of procedure and by-laws.
 - (2) Appoint members to the Transportation Technical and Citizens Advisory Committees.
 - (3) Take official action on Transportation Technical and Citizens Advisory Committees' recommendations and other matters pertaining to furthering the planning process.
 - (4) Set the transportation study area and Federal Aid urban area boundaries.
 - (5) Adopt transportation goals and objectives to guide the Eastern Shore Urbanized Area metropolitan planning process.
 - (6) Annually endorse the Unified Planning Work Program (UPWP) which

documents the transportation-related planning activities to be performed with planning assistance provided under FTA and FHWA Planning funds from Fixing America's Surface Transportation (FAST) Act and other funding sources.

- (7) Review and endorse the Transportation Plan to confirm its validity and its consistency with current transportation and land use conditions as required by the State and Federal regulations.
 - (8) Adopt a Transportation Improvement Program (TIP) that is updated as required by the State and Federal regulations.
 - (9) Adopt and submit plans and recommendations to participating agencies and local governments.
- (b) IT IS further agreed that a representative of the Transportation Technical Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirement for certification.
- (c) IT IS further agreed that a representative of the Transportation Citizens Advisory Committee, to be appointed by the MPO, will have the following responsibilities:
- (1) Make recommendations to the MPO regarding the documents and materials necessary for the MPO endorsements; and
 - (2) Make recommendations to the MPO regarding the elements of the metropolitan planning process necessary to meet the requirements for certification.

Sec. 1-5

- (a) IT IS further agreed that the Baldwin County Commission accepts and has the responsibility for the coordination of the "3C PROCESS" and further has the

responsibility to provide the local coordination for all of the member governmental units and agencies as needed to achieve a comprehensive metropolitan planning program.

- (b) IT IS further agreed that the Baldwin County Commission accepts the designation as the recipient of metropolitan planning funds as provided in 23 U.S.C. 104(f) and 49 U.S.C. Chapter 53.
- (c) IT IS further agreed that the Baldwin County Commission will have the following duties and responsibilities:
 - (1) Administration of the study process by the execution of necessary contracts and the provision of financial support necessary for the implementation of the UPWP;
 - (2) Arrange meetings, set agenda and serve as Secretary for the MPO, Transportation Citizens Advisory Committee, and Transportation Technical Advisory Committee;
 - (3) Coordinate the development of the documents and material necessary for the MPO endorsements;
 - (4) Conduct the elements of the metropolitan planning process necessary to meet the requirements for certification; and
 - (5) Coordinate the implementation of the planning tasks outlined in the UPWP.

Sec. 1-6

- (a) IT IS further agreed that the STATE will have the following responsibilities:
 - (1) Dissemination of information and provision of planning assistance regarding metropolitan planning guidelines; and

- (2) Modeling assistance and necessary technical assistance related to the metropolitan planning guidelines.

Sec. 1-7

- (a) IT IS recognized by the parties to this Agreement that the Baldwin County Commission will perform the functions required by the Office of Management and Budget 2, CFR Chapter I, Chapter II, Part 200, et al. (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award).
- (b) IT IS envisioned that the membership of the MPO, as set by this Agreement will work with local planning agencies to ensure coordination of the planning process.
- (c) IT IS agreed that the base data, statistics, and projections developed by the CITIES, TOWN, and COUNTY for comprehensive planning will be available to the MPO planning staff for determining socio-economic and land use data within the Eastern Shore metropolitan study area.

Sec. 1-8

- (a) IT IS agreed that the Agreement executed between the County of Baldwin, the municipalities of Daphne, Fairhope, Spanish Fort, and Loxley, and the State of Alabama acting by and through the Alabama Department of Transportation Planning concerning a planning process for the Eastern Shore Urbanized Area, entered into on October 29, 2012, is hereby terminated and made null and void.
- (b) IT IS agreed that this Agreement may be terminated by any party which provides the remaining parties written notice sixty (60) days in advance of the termination date. Such notice will be provided by registered mail, and the termination date will be determined as that date sixty (60) days from date of delivery.
- (c) IT IS further agreed that this Agreement will remain in full force and effect upon succeeding State Administrations providing a succeeding State Administration does not

advise the COUNTY, CITIES, and TOWN by letter within thirty (30) days after assuming office that this Agreement has been discontinued.

(d) Nothing shall be construed under the terms of this Agreement by the COUNTY, CITIES, TOWN or the STATE that will cause any conflict with Title 23, Section 15 (1) of the Laws of the State of Alabama (7/24th Law).

(e) The Baldwin COUNTY Commission shall be responsible at all times for all of the planning work performed under this Agreement and, as provided in Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees.

For all claims not subject to Ala. Code § 11-93-2 (1975), the COUNTY shall indemnify and hold harmless the State of Alabama, the Alabama Department of Transportation, its officers, officials, agents, servants, and employees from and against any and all damages, claims, loss, liabilities, attorney's fees or expense whatsoever or any amount paid in compromise thereof arising out of, connected with, or related to the (1) work performed under this Agreement; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the COUNTY pursuant to the terms of this Agreement; or (3) misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the COUNTY, its officers, officials, agents, servants, and employees.

(f) Subject to the limitations on damages applicable to municipal corporations under Ala. Code § 11-47-190 (1975), the CITIES and TOWN shall indemnify, and hold harmless the State of Alabama, the Alabama Department of Transportation, their officers, officials, agents, servants, and employees from and against (1) claims, damages, losses, and expenses, including but not limited to attorney's fees arising out of, connected with,

resulting from or related to the work performed by the respective CITIES or TOWN, or their officers, employees, contracts, agents or assigns; (2) the provision of any services or expenditure of funds required, authorized, or undertaken by the CITIES or TOWN, respectively, pursuant to the terms of this Agreement; or (3) any damage, loss, expense, bodily injury, or death, or injury or destruction of tangible property (other than the work itself), including loss of use therefrom, and including but not limited to attorney's fees, caused by the negligent, careless or unskillful acts of the CITIES or TOWN, respectively, their agents, servants, representatives or employees, or the misuse, misappropriation, misapplication, or misexpenditure of any source of funding, compensation or reimbursement by the CITIES or TOWN, respectively, their agents, servants, representatives or employees, or anyone for whose acts the CITIES or TOWN respectively, may be liable.

- (g) In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- (h) By entering into this Agreement, the COUNTY, CITIES, and TOWN are not agents of the STATE, its officers, employees, agents or assigns or each other. The COUNTY, CITIES, and TOWN are independent entities from the STATE and each other and nothing in this Agreement creates an agency relationship between any of the parties.
- (i) By signing this contract, the contracting parties affirm, for the duration of the Agreement, that they will not violate Federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.

(j) Notwithstanding any provision of this Agreement to the contrary, the parties will ensure that all accident and traffic data used for safety enhancement are kept confidential under 23 U.S.C. § 409 and not disclosed to third parties without the express written permission of the Alabama Department of Transportation. The data shall not be referenced, disclosed, discussed or otherwise made public. The provision of this data shall not be considered as a waiver of the provision of 23 U.S.C. § 409. Upon execution of this Agreement, the parties and their agents, servants, officers, officials and employees in both their official and individual capacities, agree that the data provided pursuant to the above-referenced request shall not be discussed, disclosed, used, published or released without prior written consent of the Alabama Department of Transportation. Furthermore, if the data should be released or published without the consent of the Alabama Department of Transportation or should an attempt be made to use the data in an action for damages against the parties, their officials or employees, then access to the data shall terminate immediately. The Alabama Department of Transportation expressly reserves its rights under 23 U.S.C. § 409 to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those persons duly authorized to execute same, to be effective upon its execution by the Governor of Alabama.

ATTEST:

COUNTY OF BALDWIN

County Administrator/Budget Director

Chairman

ATTEST:

CITY OF DAPHNE

City Clerk

Mayor

ATTEST:

CITY OF FAIRHOPE

City Clerk

Mayor

ATTEST:

CITY OF SPANISH FORT

City Clerk

Mayor

ATTEST:

TOWN OF LOXLEY

Town Clerk

Mayor

ATTEST:

SOUTHWEST REGION ENGINEER

Secretary

Southwest Region Engineer

THIS AGREEMENT HAS BEEN LEGALLY REVIEWED
AND APPROVED AS TO FORM AND CONTENT:

BY: _____
Chief Counsel, William F. Patty

RECOMMENDED FOR APPROVAL:

Acting Bureau Chief, Modal Programs,
Randy R. Stroup

Chief Engineer, Don T. Arkle, P. E.

**STATE OF ALABAMA
ACTING BY AND THROUGH THE
ALABAMA DEPARTMENT OF TRANSPORTATION**

Transportation Director, John R. Cooper

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed
by the Governor on this _____ day of _____, 20 _____.

GOVERNOR OF ALABAMA, KAY IVEY

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING FILING OF APPLICATIONS WITH
THE FEDERAL ENERGY REGULATORY COMMISSION (FERC)
BY THE ALABAMA MUNICIPAL ELECTRIC AUTHORITY (AMEA) ON BEHALF
OF THE CITY OF FAIRHOPE, A MEMBER CITY OF AMEA,
FOR WAIVERS UNDER THE PUBLIC UTILITY REGULATORY
POLICIES ACT OF 1978 (PURPA) FROM PURCHASE REQUIREMENTS FOR
QUALIFYING FACILITIES AND ADOPTING RULES FOR COMPLIANCE WITH
FERC'S PURPA REGULATIONS**

WHEREAS, PURPA is the Public Utilities Regulatory Policy Act of 1978 and its basic goal is to require electric utilities, which includes AMEA and the City of Fairhope, hereinafter referred to as Participating Member, to purchase the output of certain generating facilities which may locate in their service territories at a negotiated rate or at "avoided cost"; and

WHEREAS, FERC has promulgated rules which allow for waivers of compliance with PURPA obligations for non-regulated utilities; and

WHEREAS, FERC has taken the position that all requirements providers of electric utilities may assume the responsibility for the purchase obligation set forth in PURPA; and

WHEREAS, for facilities requesting PURPA Qualifying Facilities (QF) status, a waiver request would exempt Participating Member, a Member City of AMEA, from having to purchase the output, directing them instead to AMEA which would be required to assume that responsibility; and

WHEREAS, on June 29, 2017, the Board of Directors of AMEA passed a Resolution which authorized the filing of the above referenced applications for waivers on behalf of AMEA and any Member City which wished to join therein.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE PARTICIPATING MEMBER AS FOLLOWS:

Section 1. The above recitals are incorporated herein by reference as if fully restated.

Section 2. The filing of said waiver requests with FERC by AMEA on behalf of Participating Member is hereby approved all at the cost of AMEA.

Section 3. Regarding the assumption by AMEA of the responsibility to purchase the output of facilities requesting PURPA Qualifying Facilities (QF) status in lieu of those Member Cities that wish to participate in the waiver application, the Governing Body hereby assigns to AMEA the responsibility for such purchases to AMEA and approves the assumption of said undertaking by AMEA.

Section 4. Attached hereto and incorporated herein by reference as if fully restated are a Draft of AMEA's Rules for Compliance with FERC's PURPA Regulations which are hereby approved by the Governing Body to which Participating Member shall abide and provide, for any purchase obligation subject to these waiver requests, that (1) AMEA and Participating Member shall not avoid or frustrate the purpose of any PURPA-mandated obligation; (2) AMEA and Participating Member shall permit any facility with PURPA QF status to interconnect with the Participating Members' distribution systems; (3) AMEA and Participating Member shall not charge duplicative fees to any facility with PURPA QF status for interconnection or wheeling; (4) AMEA shall not subject a facility with PURPA QF status to any duplicative charges or additional fees as a result of AMEA's purchase of power from a QF that would otherwise be purchased by any one of the Member Cities; and (5) the Participating Member interconnected with the QF shall sell any capacity and energy to the QF that is required by it.

Section 5. The _____ and City Clerk of Participating Member be and each of them are hereby authorized to execute or accept such further documents and to take or cause to be taken any and all such further action as may be reasonably required on the part of the Participating Member to carry out, give effect to and consummate the transactions contemplated hereby.

ADOPTED by the City Council of the City of Fairhope, Alabama this 9th day of October, 2017.

By: _____

Title: _____

(SEAL)

Attest:

Lisa A. Hanks, MMC
City Clerk

AMEA PURPA Waiver Program

Overview

- In 1978, Congress passed a law which requires all electric utilities, including municipally owned utility systems, to purchase power from independent generation resources called Qualifying Facilities (QFs).
 - This law which is known as the Public Utility Regulatory Policies Act of 1978 or PURPA imposes an obligation on electric utilities to buy power from a QF *even if it has a power supply contract with another supplier.*
 - A QF may be a cogeneration facility (combined heat and power) or a smaller generation facility that relies on renewable fuel sources such as wind, solar, water/hydro, geothermal, waste, or biomass.
- In recent years, joint action agencies that are similar to the Alabama Municipal Electric Authority (AMEA) have petitioned the Federal Energy Regulatory Commission (FERC) to assume the purchase obligation PURPA imposes on member cities.
- AMEA has studied the experience of other joint action agencies in taking over the purchase requirement that PURPA imposes on electric utilities like AMEA's member cities.
- The AMEA Board of Directors has considered the benefits and authorized AMEA management to develop a program for the member cities adoption.

- AMEA management has observed that assuming the purchase requirement would have many benefits for its member cities including:
 - Providing a central contact point for developers of QF type projects;
 - Helping answer important questions on transmission, interconnection, and rates for purchase;
 - Making sure that all of the requirements of PURPA are met when a QF project is being developed; and
 - Streamlining the process for member cities when approached by a potential developer of a QF project.
- Taking over the PURPA purchase obligation does not require the participation of all member cities.
- Because the Power Sales Contract with the member cities currently provides for AMEA to acting in the interest of member cities with power supply matters the assumption of the PURPA purchase requirement remains entirely within AMEA's mission and is consistent with AMEA's traditional relationship with its members.
- Before AMEA can assume the responsibility for the PURPA purchase requirement, the formal steps of adopting an implementation plan and seeking approval from FERC must be taken.
- Support for the implementation plan and FERC filing will assist AMEA's mission and role in delivering low cost resources for its member cities.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contact with Goodwyn Mills Cawood, Inc. to perform Professional Architectural/Engineering Services to replace the HVAC Unit on Roof of Civic Center for RFQ No. PS040-17 for (Project No. PW007-17) with a not-to-exceed amount of \$12,960.00.

DULY ADOPTED THIS 9TH DAY OF OCTOBER, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date 9/25/2017

Please return this Routing Sheet to Treasurer by

9/25/2017
OCT 2 11 AM '17

Project Name: Award contract for prof. architectural services for replacement of 30-ton HVAC system at City Hall PS040-17

Project Location: City Hall

Presented to City Council: 10/9/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$12,960.00 Not to exceed
Per the attached fee schedule

Providers: Goodwyn, Mill, Cawood, Inc.

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 __xx__	Police 15 _____	Fire 20 _____	Rec 25 _____	Adult Rec 30 _____	Street 35 _____	San 40 _____	Golf 50 _____

Expense Code: 001-10-50470 Revenue Code _____

Project will be: Expensed xx
 Capitalized _____

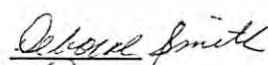
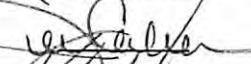
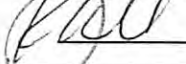
Project Financed By:
 Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City

Project Budgeted: Provided for in the proposed 2018 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>9/25/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>10/2/17</u>	Request approved by Mayor	
Received by Mayor	_____		

Contact Person: Public Works Director



MEMO

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

Date: September 25, 2017

Re: **RFQ No. PS040-17 Professional Architectural/Engineering Services for Replacement of 30-ton HVAC Unit at Civic Center--Phase II**

The City needs to hire a professional architectural firm to provide design documents as required for replacement of the existing 30-ton HVAC system. Drawings and specifications will be provided for the mechanical, electrical, structural and architectural work involved for demolition of the existing system, installation of the new unit, and integration with the existing building systems.

Per our Procedure for Procuring Professional Services, under Variants to Procedure, Mayor Wilson exercised option #1, choosing Goodwyn, Mills, Cawood, Inc. At their August 14, 2017 meeting, City Council approved the referenced firm, and authorized the Mayor to negotiate a fee schedule. The not-to-exceed figure for the professional services as described for this project scope is TWELVE THOUSAND NINE HUNDRED SIXTY DOLLARS (\$12,960.00).

Please move this procurement of professional services forward to the City Council to approve the fee schedule, and authorize Mayor Wilson to execute the contract for RFQ No. PS040-17 Professional Architectural/Engineering Services for Replacement of 30-ton HVAC Unit at Civic Center--Phase II with Goodwyn, Mills, Cawood, Inc. of Fairhope, AL

Cc: file

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



Goodwyn Mills Cawood

11 North Water Street
Suite 15250
Mobile, AL 36602

T (251) 460-4006
F (251) 460-4423

www.gmcnetwork.com

September 8, 2017

Mr. Richard Peterson, PE
CITY OF FAIRHOPE
P.O. Drawer 429
Fairhope, AL 36532

RE: FAIRHOPE CIVIC CENTER HVAC REPLACEMENT

Dear Richard,

Goodwyn Mills and Cawood (GMC) sincerely appreciate the opportunity to present this proposal to provide Architectural/Engineering design services for the replacement of the existing 30 ton HVAC unit at the Fairhope Civic Center. We have reviewed the scope of work anticipated for this project, and included pertinent work herein.

PROJECT SCOPE:

GMC shall provide design documents as required for replacement of the existing 30 ton HVAC system. Drawings and specifications will be provided for the mechanical, electrical, structural and architectural work involved for demolition of the existing system, installation of the new unit(s) and integration with the existing building systems.

Deliverables as they relate to the scope of work shall include mechanical and electrical drawings, architectural roof plan and roof penetration/curb details, and partial structural roof framing plan and equipment support details.

GMC SCOPE OF WORK:

A/E services for the above referenced project shall include the following detailed scope of work:

Architectural Design:

- a. Initial Site Visit
- b. Architectural Drawings
- c. Submit set of Construction Drawings and Specifications to City of Fairhope for review

Structural Engineering:

- a. Initial Site Visit
- b. Structural Drawings

Mechanical and Electrical Engineering:

- a. Initial Site Visit
- b. Mechanical and Electrical Drawings

Construction Administration Services:

- a. (2) Architectural Site Visits
- b. (1) Structural Site Visit



c. (1) Mechanical Site Visit

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, they are customarily provided by the Owner, or they are provided by a specialty consultant. GM&C would gladly provide you with a cost and fee proposal for any of these services and add them to our fee proposal.

- Surveying
- Environmental Assessments
- Hazardous material surveys
- Geotechnical / subsurface investigation, lab testing, and report
- Telecommunications design
- Record drawings submission
- Construction Materials Testing
- Special Inspection

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:

Preliminary Fee for Design Not to Exceed:

Project Architect	@ \$175.00 x 2hrs	= \$350.00
Project Manager	@ \$150.00 x 12hrs	= \$1,800.00
Intern II	@ \$110.00 x 10hrs	= \$1,100.00
Admin Assistant	@ \$70.00 x 3hrs	= \$210.00
Structural Engineering		= \$2,500.00
Mechanical Engineering		= \$5,000.00
<u>Anticipated Total Design Fee</u>		= \$10,960.00

Construction Administration Services:

Two Architectural visits @ 500.00 per visit	= \$1,000.00
One Structural Site visit @ 500.00 per visit	= \$500.00
One Mechanical Site visit @ 500.00 per visit	= \$500.00

Billing will be as follows:

Construction Documents	= \$10,960.00
Construction Administration	= \$2,000.00
<u>Anticipated Lump Sum Fee</u>	= \$12,960.00

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at 1.2 times our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.



- Out-of-town travel expenses, lodging, and meals directly associated with the project and incurred by our employees will be considered a reimbursable expense.
- Professional renderings or models requested by the Owner.
- The reimbursable expenses of our Consultants

DESIGN SCHEDULE:

We have reviewed the anticipated scope of services and work as outlined above, and propose the following design schedule upon receipt of a written Notice to Proceed.

Construction Documents	3 Weeks
Construction Administration	3 Weeks

SUMMARY:

Richard, we are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

Sincerely,
GOODWYN, MILLS & CAWOOD, INC.

Jim Walker, AIA
Senior Vice President - Architecture

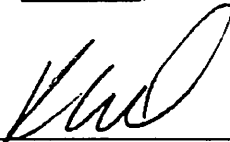
Should the above proposal be acceptable please return a signed copy for our files.

Accepted: _____ Date: _____

RESOLUTION NO. 2832-17

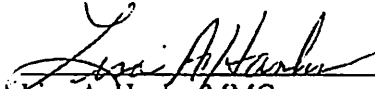
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of Goodwyn Mills Cawood, Inc. to perform Professional Engineering Services to replace the HVAC Unit on Roof of Civic Center for RFQ No. PS040-17, and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 14TH DAY OF AUGUST, 2017



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to purchase Kronos Timekeeping System Maintenance Annual Renewal for December 2017 to December 2018 for the IT Department; and the type of maintenance renewal needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost will be \$18,369.71.

Adopted on this 9th day of October, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

OCT 2 '17 AM 9:24

Issuing Date 9/25/2017

Please return this Routing Sheet to Treasurer by

9/25/2017

Project Name: Annual Support Services for KRONOS Timekeeping System

Project Location: City-wide

Presented to City Council: 10/9/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$18,369.71

Providers: Kronos Incorporated
from the State contract list

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

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

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

Expense Code: <u>xxx-xx-50300</u>	Revenue Code _____
-----------------------------------	--------------------

Project will be: Expensed xx Project Financed By: _____
 Capitalized _____ Grant: _____ Federal - not to exceed amount
 _____ _____ State
 Project Budgeted: Provided for in the proposed 2018 Budget _____ City

(Over) Under budget amount: _____ Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____
 Funding: Operating funds Capital Lease: _____ Payment _____ Term _____

City Council prior approval	<u>n/a</u>	Request approved by City Treasurer	
Request received by City Treasurer	<u>9/25/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>10/2/17</u>	Request approved by Mayor	
Received by Mayor	_____		

Contact Person: Jeff Montgomery



MEMO

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

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

Date: September 21, 2017

Re: Council Approval -- Greensheet request for over \$10,000 for Kronos Timekeeping System Annual Maintenance

The I.T. Department requests approval to procure the annual maintenance contract for the Kronos timekeeping system for the City. This Maintenance Contract is with KRONOS INC.,. The cost of the timekeeping system annual maintenance contract will be EIGHTEEN THOUSAND THREE HUNDRED SIXTY-NINE DOLLARS AND SEVENTY-ONE CENTS (\$18,369.71). The vendor is Kronos Incorporated, of Lowell, MA.

NOTE:
See Attached Vendor Support Services Quote for details.

Please compose a greensheet and forward to City Council to approve this procurement of annual maintenance contract for Kronos timekeeping system in the amount of \$18,369.71

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



Kronos Incorporated
900 Chelmsford Street
Lowell, MA 01851

21-SEP-2017
JEFF MONTGOMERY
CITY OF FAIRHOPE
Solution ID: 6109223

Subject: Kronos Support Services Quote for CITY OF FAIRHOPE
Contract #: 1194509 R31-AUG-17

Dear JEFF,

The support services and benefits provided under your existing maintenance services terms are due to expire. In order to continue to receive support services and benefits for your Kronos products, you will need to renew the maintenance support for another year. Please review the attached quote so that we can ensure that the upcoming invoice we send to your Accounts Payable organization accurately reflects your Kronos investment. (Please be aware that per the terms of your agreement Kronos will send an invoice 60 days prior to the start of your contract.) **If the attached quote matches your records, please sign the quote and return a copy to me within 10 business days.**

If your organization requires a Purchase Order for payment, please forward me a copy at this time so I can make sure it is referenced on the invoice.

When the invoice is paid, your organization is acknowledging that they are renewing the maintenance support services for another year under the existing terms and conditions with Kronos. If the invoice is not paid, your support services for the products will be cancelled and Kronos will require you to sign a new support services contract, with applicable charges, in order to reactivate your service.

I encourage you to visit the Kronos Customer Portal at <http://customer.kronos.com> for access to SuperSearch, eCase management, Customer Forums, Product Documentation, Training tips and so much more! Experience the array of services Kronos offers.

Please contact me at the email address or telephone number provided below if you have any questions regarding your renewal.

Thank you for your business.

Regards,

Dionne Jones
Contract Administrator

tel: 713-802-6844
fax: 713-781-1060
email: Dionne.Williams@kronos.com

Payment Terms:	Net 30 Days	Quote Type:	Renewal
Currency:	USD	Customer:	CITY OF FAIRHOPE
Customer PO Number:		Solution ID:	6109223
		Contract #:	1194509 R31-AUG-17
		Date:	21-SEP-2017
		Prepared by:	Dionne Jones / US Central5

Bill To:	CITY OF FAIRHOPE PO DRAWER 429 FAIRHOPE AL 36533 UNITED STATES	Ship To:	CITY OF FAIRHOPE 555 SOUTH SECTION ST FAIRHOPE AL 36532 UNITED STATES
Contact:	JEFF MONTGOMERY		
Email:	JEFF.MONTGOMERY@COFAIRHOPE.COM		

CONTRACT SUMMARY

Contract Period: 30-DEC-2017 - 29-DEC-2018

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	11,453.84	0.00	11,453.84
Equipment Support Services	4,553.42	0.00	4,553.42
Educational Services	2,362.45	0.00	2,362.45
Total	18,369.71	0.00	18,369.71

Annualized Contract Value: 18,668.97

The Annualized Contract Value is the value of the contract if all services are priced for 365 days. The Annualized Contract Value does not include estimated tax. Please note that this quote may include services priced for prorated periods.

IMPORTANT NOTES

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and the State of Alabama dated 02/13/2013, State Internal Reference No. MA 999 T00A 4012568 (the "Agreement"). Customer is a public sector entity based in Alabama. By signing and entering into this support services quote, Kronos and Customer agree to be bound by the terms and conditions of this Agreement and all references in the Agreement to "Customer" shall be references to the Customer.

Support Services are subject to applicable taxes. The tax amount shown on this quote is only an estimate. The actual tax due will be reflected on the invoice.

CITY OF FAIRHOPE	KRONOS INCORPORATED
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Payment Terms: Net 30 Days
 Currency: USD
 Customer PO Number:

Quote Type: Renewal
 Customer: CITY OF FAIRHOPE
 Solution ID: 6109223
 Contract #: 1194509 R31-AUG-17
 Date:
 Prepared by: Dionne Jones / US Central5

Bill To: CITY OF FAIRHOPE
 PO DRAWER 429
 FAIRHOPE AL 36533
 UNITED STATES

Ship To: CITY OF FAIRHOPE
 555 SOUTH SECTION ST
 FAIRHOPE AL 36532
 UNITED STATES

Contact: JEFF MONTGOMERY
 Email: jeff.montgomery@co.fairhope.com

SOFTWARE SUPPORT SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE ABSENCE MANAGER V8	400	30-DEC-2017	29-DEC-2018	365
2	Gold	WORKFORCE EMPLOYEE V8	400	30-DEC-2017	29-DEC-2018	365
3	Gold	WORKFORCE INTEGRATION MANAGER V8	400	30-DEC-2017	29-DEC-2018	365
4	Gold	WORKFORCE MANAGER V8	35	30-DEC-2017	29-DEC-2018	365
5	Gold	WORKFORCE TIMEKEEPER V8	400	30-DEC-2017	29-DEC-2018	365
6	Gold	WORKFORCE MANAGER V8	5	22-MAR-2018	29-DEC-2018	283
7	Gold	WORKFORCE ABSENCE MANAGER V8	35	04-MAY-2018	29-DEC-2018	240
8	Gold	WORKFORCE EMPLOYEE V8	35	04-MAY-2018	29-DEC-2018	240
9	Gold	WORKFORCE INTEGRATION MANAGER V8	35	04-MAY-2018	29-DEC-2018	240
10	Gold	WORKFORCE TIMEKEEPER V8	35	04-MAY-2018	29-DEC-2018	240

	Support Services	Estimated Tax	Subtotal
Software Support Services		11,453.84	0.00
			11,453.84

EQUIPMENT SUPPORT SERVICES

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	14	30-DEC-2017	29-DEC-2018	365
2	Depot Exchange	Options: InTouch	1	30-DEC-2017	29-DEC-2018	365

	Support Services	Estimated Tax	Subtotal
Equipment Support Services		4,553.42	0.00
			4,553.42

EDUCATIONAL SERVICES

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		30-DEC-2017	29-DEC-2018	365

	Support Services	Estimated Tax	Subtotal
Educational Services		2,362.45	0.00
			2,362.45



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement
Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T00A4012568

NOT TO EXCEED AMOUNT:

Begin Date: 03/06/2013

Procurement Folder: 11544

Expiration Date: 03/05/2018

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 01/17/17

Version Number: 3

CONTACT INFORMATION

REQUESTOR:
Staars Conversion
5555555555

ISSUER:
Staars Conversion
5555555555

BUYER:

CONTRACT DESCRIPTION

Converted STC from SNAP. Original Contract Date 2013/03/11

Open the attached pdf to view complete contract details. Buyer Information Buyer ID: jaeri.ellis Buyer Name: Jaeri Ellis Buyer Phone Number: 867-555-5309 Buyer Email Id: Jaeri.Ellis@purchasing.alabama.gov

Ship To:

Bill To:

Shipping Instructions: 28 DAYS ARO SNAP Location code is R1-
STATEWIDE

REASON FOR MODIFICATION

Renewal of 5th and final contract term. See original bid file for written documentation.

VENDOR INFORMATION

Name /Address:

Contact:

VC000040224: Kronos

Ryan Hammond
8649679960

Attn Ryan Hammond
17 Dapple Gray Ct

Ryan.Hammond@Kronos.Com

Simpsonville SC 29680

COMMODITY / SERVICE INFORMATION								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
19568061670CNV - TIME CLOCKS, AND RELATED HARDWARE. TIME CLOCKS, AND RELATED HARDWARE. TIME CLOCKS, AND RELATED HARDWARE.								
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00
20556051756CNV - SOFTWARE, TIME & ATTENDANCE. SOFTWARE, TIME & ATTENDANCE. SOFTWARE, TIME & ATTENDANCE.								

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

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 Annual Maintenance Contract for Trunking Infrastructure Service for Police Department and Volunteer Fire Department; from Motorola Solutions, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): "Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding." The cost will be \$23,257.00.

Adopted on this 9th day of October, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date 9/29/2017

Please return this Routing Sheet to Treasurer by

OCT 2 '17 09:11:11
9/29/2017 *[Signature]*

Project Name: Annual maintenance contract for trunking infrastructure service

Project Location: Fire Dept. and Police Dept.

Presented to City Council: 10/9/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$23,257.00

Providers: Motorola Solutions, Inc.
sole source vendor

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

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

Division of General Fund Funding This Project						
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35	Debt Service 85
_____	xx _____	xx _____	_____	_____	_____	_____
	San 40 _____	Golf 50 _____	Golf Grounds 55 _____			

Expense Code: xxx-xx-50300 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 2018 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 <u><i>[Signature]</i></u>
Request received by City Treasurer <u>9/29/2017</u>	Request approved by Finance Director <u><i>[Signature]</i></u>
Received by Finance Department <u>10/2/17</u>	Request approved by Mayor <u><i>[Signature]</i></u>
Received by Mayor <u>10/2/17</u>	

Contact Person: Jeff Montgomery



MEMO

To: Deborah Smith, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Clerk
for Daniel P. Ames, Purchasing Manager

Date: September 26, 2017

Re: Council Approval -- Greensheet request for over \$10,000 for Motorola P25 Radios for PD and Fairhope Volunteer FD Annual Maintenance Agreement

Karin Wilson
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

The I.T. Department requests approval to procure the Motorola P25 trunking infrastructure service agreement for the radios used by the Fairhope PD and Fairhope Volunteer FD. This Maintenance Contract is with MOTOROLA SOLUTIONS, INC. The cost of the annual maintenance contract will be **TWENTY-THREE THOUSAND TWO HUNDRED FIFTY-SEVEN DOLLARS (\$23,257.00)**. This product is **exclusively** available for procurement from MOTOROLA SOLUTIONS, INC. of Schaumburg, IL.

Section 41-16-51-(13)

Contracts for which competitive bidding not required.

(13) Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.

This request is therefore, to have City Council approve this procurement per Section 41-16-51-(13)

NOTE:

See Attached Vendor Support Services Quote for details.

Please compose a greensheet and forward to City Council to approve this procurement of the annual maintenance contract with Motorola Solutions, Inc. in the amount of \$23,257.00, for the P25 radios for the Fairhope PD and FVFP

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

Cc: file



MOTOROLA

September 22, 2017

Mr. Jeff Montgomery
IT Director
City of Fairhope
Fairhope, AL 32505

Re: ASTRO25 Trunking Infrastructure Service Maintenance Agreement Contract

Dear Mr. Montgomery:

Motorola Project 25 infrastructure Service Agreement is exclusively available for procurement directly through Motorola Inc. and currently not available through our extensive dealer network. This is specifically important to note as the proprietary ASTRO25 Infrastructure and Dispatch equipment deployed by the City of Fairhope and the Fairhope Volunteer Fire is a very complex network of a Radio Transmitter Site and Police Department Dispatch Console Site.

Motorola is the sole source distributor for the Motorola Project 25 trunking infrastructure Service Agreement for this equipment.

Motorola's Project 25 infrastructure is fully FCC type accepted. Security of the system is critically maintained via Project 25 radio protocols.

Motorola greatly appreciates the opportunity to serve The City of Fairhope and Fairhope VFD. Please feel free to contact me if you have any questions.

Very truly yours,
MOTOROLA, INC.

A handwritten signature in black ink, appearing to read 'Andrew Gordon', written over a horizontal line.

Andrew Gordon
Customer Support Manager
Motorola Solutions Inc.
205.568.7888

SERVICE AGREEMENT

1299 E Algonquin Road
 Schaumburg, IL 60196
 (800) 247-2346

Contract Number: USC000022850
 Contract Modifier:

Date: 22-SEP-2017

Company Name: Fairhope Volunteer Fire Inc Attn: Billing Address: 198 S Ingleside City, Province, Postal Code: Fairhope,AL,36533 Customer Contact: Phone: 251-233-5181
--

Required P.O.: N/A
 Customer #: 1036790146
 Bill to Tag#: 0001
 Contract Start date: 01-AUG-2016
 Contract End date: 30-SEP-2017
 Anniversary Day: Apr 30th
 Payment Cycle: ANNUALLY
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	572.67	6,872.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	11.42	137.00
	SVC01SVC1103C	ASTRO NETWORK MONITORING	92.83	1,114.00
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	26.75	321.00
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	14.25	171.00
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	481.00	5,772.00
	SVC01SVC1405C	NETWORK PREVENTATIVE MAINTENANCE-LEGACY	98.67	1,184.00
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	363.67	4,364.00
Sub Total			1,661.25	23,257.00
Taxes			0.00	0.00
Grand Total			1,661.25	23,257.00
TAXES MAY APPLY AS PER THE JURISDICTIONS				
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS				

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
CUSTOMER (PRINT NAME)		

MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
-------------------------------------	-------	------

JOKINEN-GORDON, MARKO ANDREW (ANDREW) GKV468

MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE
--------------------------------------	-------

Company Name : Fairhope Volunteer Fire Inc
Contract Number : USC000022850
Contract Modifier :
Contract Start Date: 01-AUG-2016
Contract End Date : 30-SEP-2017

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other

than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER

SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015

RESOLUTION NO. _____

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

That the City of Fairhope has voted to procure the Annual VMware Technical Support for Primary and Backup Data Centers for the IT Department in the amount of \$10,420.00 and the type of software is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the NJPA’s bid process.

Adopted on this 9th day of October, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

OCT 2 '17 AM 11:11
9/29/2017

Issuing Date 9/29/2017

Please return this Routing Sheet to Treasurer by

Project Name: Annual VMware Technical Support for primary and backup data centers

Project Location: Citywide

Presented to City Council: 10/9/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$10,420.00

Providers: CDW Government, Chicago, IL
from the Alabama NVP contract Software

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

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

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

Expense Code: xxx-xx-50300 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 2018 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>9/29/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>10/2/17</u>	Request approved by Mayor	
Received by Mayor	<u>10/2/17</u>		

Contact Person: Jeff Montgomery



MEMO

Karin Wilson
Mayor

Council Members:

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Deborah A. Smith, CPA
City Treasurer

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

Date: September 26, 2017

Re: Greensheet approval -- more than \$7,500, VMware Support and Subscription Basic for NVP software renewal for I.T. Department

The I.T. Department requests approval to procure the renewal of VMware technical support for the VMware Support and Subscription Basic for NVP software for the primary and backup datacenters. The cost is for both datacenters is TEN THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$10,420.00) per year, delivered. See attached quotes.

Primary Datacenter	\$6,805.00
Backup Datacenter	\$3,615.00

This procurement is allowed by Code of Alabama 1975, Section 41-16-51-(a)-11:

(11) Purchases of computer and word processing hardware when the hardware is the only type that is compatible with hardware already owned by the entity taking bids and custom software.

This procurement is over the greensheet approval benchmark of \$7,500, but under the \$15,000 bid limit, and over the \$10,000 limit for City Council approval. The recommended vendor is: CDW Government of Chicago, IL.

See attached quotation for details.
Lead time: 1 week

Please compose and have approved, a greensheet for this procurement of VMware Technical Support for primary and backup datacenters I.T. Department, at a cost of \$10,420.00 per year from CDW Government of Chicago, IL.

Cc: file,

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36535

251-928-2156

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

QUOTE CONFIRMATION



DEAR SEAN SPRATLIN,

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
JGKG539	9/17/2017	PRIMARY DATACENTER	5955395	\$6,805.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VMware Support and Subscription Basic - technical support - RHWL - for VM Mfg. Part#: VCS6-STD-G-SSS-C-R UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: Alabama NVP Software (ADSP016-130652)	1	3651039	\$2,175.00	\$2,175.00
VMware Support and Subscription Basic - technical support - for VMware vSpb Mfg. Part#: VS6-EPL-G-SSS-C-R UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: Alabama NVP Software (ADSP016-130652)	4	3649022	\$720.00	\$2,880.00
VMware Support and Subscription Basic - technical support - for VMware vCen Mfg. Part#: VC-SRM6-255-G-SSS-C-R UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: Alabama NVP Software (ADSP016-130652)	1	3652199	\$1,750.00	\$1,750.00

PURCHASER BILLING INFO		SUBTOTAL	\$6,805.00
Billing Address: 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	\$6,805.00
		DELIVER TO Shipping Address: CITY OF FAIRHOPE MAIN WAREHOUSE 555 S SECTION ST FAIRHOPE, AL 36532-1609 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G SALES CONTACT INFORMATION



Sergio Aguirre

(866) 229-6699

sergagu@cdw.com



Bill To City of Fairhope P.O. Drawer 429 Fairhope, AL 36533	Requisition 00006163-00 FY 2017 Acct No: 001100-50300 Review: Buyer: randyw Status: Released
---	---

Vendor
 CDW GOVERNMENT INC
 300 N MILWAUKEE AVE

 VERNON HILLS, IL 60061
 USA
 Tel#866-229-6699
 Fax 312-705-8291

Ship To
 MAIN WAREHOUSE
 555 SOUTH SECTION STREET

 FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department	
09/19/17	021292				Info Tech	
LN Description / Account						
001	VMware Support and Subscription Basic - technical support - RNWL - for VM			1.00 EACH	2175.00000	2175.00
	Manufacturer: VMware Manufacturer Item No.: VCS6-STD -G-SSS-C -R Vendor Item No.: 3651039					
1	003-50300				435.00	
2	002-50300				435.00	
3	004010-50300				282.75	
4	004020-50300				152.25	
5	001100-50300				435.00	
6	001150-50300				435.00	
002	VMware Support and Subscription Basic - technical support - for VMware vSph			4.00 EACH	720.00000	2880.00
	Manufacturer: VMWare Manufacturer Item No.: VS6-EPL- G-SSS-C- R Vendor Item No.: 3649022					
1	003-50300				576.00	



Bill To
City of Fairhope
P.O. Drawer 429

Fairhope, AL
36533

Requisition 00006163-00 FY 2017

Acct No:
001100-50300
Review:
Buyer: randyw
Status: Released

Vendor
CDW GOVERNMENT INC
300 N MILWAUKEE AVE

VERNON HILLS, IL 60061
USA
Tel#866-229-6699
Fax 312-705-8291

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/19/17	021292				Info Tech
LN	Description / Account	Qty	Unit Price	Net Price	
2	002-50300		576.00		
3	004010-50300		374.40		
4	004020-50300		201.60		
5	001100-50300		576.00		
6	001150-50300		576.00		
003	VMware Support and Subscription Basic - technical support - for VMware vCen Manufacturer: VMWare Manufacturer Item No.: VC-SRM6- 25S-G-SS S-C-R Vendor Item No.: 3652199	1.00 EACH	1750.00000	1750.00	
1	003-50300		350.00		
2	002-50300		350.00		
3	004010-50300		227.50		
4	004020-50300		122.50		
5	001100-50300		350.00		
6	001150-50300		350.00		
<u>Requisition Link</u>				Requisition Total	6805.00
***** General Ledger Summary Section *****					
Account		Amount	Remaining Budget		
001100-50300	General Government	1361.00	Computer Expense	-524.26	
001150-50300	Police Department	1361.00	Computer Expense	-12254.14	
002-50300		1361.00		.00	



Bill To
City of Fairhope
P.O. Drawer 429

Fairhope, AL
36533

Requisition 00006163-00 FY 2017

Acct No:
001100-50300
Review:
Buyer: randyw
Status: Released

Vendor
CDW GOVERNMENT INC
300 N MILWAUKEE AVE

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET

VERNON HILLS, IL 60061
USA
Tel#866-229-6699
Fax 312-705-8291

FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/19/17	021292				Info Tech

Account	Amount	Remaining Budget
Gas Fund		
003-50300	Computer Expense	1361.00
Electric Fund	Computer Expense	.00
004010-50300	Computer Expense	884.65
Water Department	Computer Expense	4203.28
004020-50300	Computer Expense	476.35
Sewer Department	Computer Expense	1580.29

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

Activity Date	Clerk	Comment
Approved 09/20/17	Jeff Montgomery	
Queued 09/20/17	Tyron Hoskins	
Pending	Dan McCrory	
Pending	Joseph Petties	
Pending	Joe Wolchina	
Pending	Robert Rohm	
Pending	Deborah Smith	

QUOTE CONFIRMATION



DEAR SEAN SPRATLIN,

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
JGKG540	9/17/2017	BACKUP DATACENTER	5955395	\$3,615.00

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<u>VMware Support and Subscription Basic - technical support - RWL - for VM</u> Mfg. Part#: VC56-STD-G-SSS-C-R UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: Alabama NVP Software (ADSP016-130652)	1	3651039	\$2,175.00	\$2,175.00
<u>VMware Support and Subscription Basic - technical support - for VMware vSob</u> Mfg. Part#: VS6-EPL-G-SSS-C-R UNSPSC: 86101601 Electronic distribution - NO MEDIA Contract: Alabama NVP Software (ADSP016-130652)	2	3649022	\$720.00	\$1,440.00

PURCHASER BILLING INFO		SUBTOTAL	\$3,615.00
Billing Address: 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	\$3,615.00
		DELIVER TO Shipping Address: CITY OF FAIRHOPE MAIN WAREHOUSE 555 S SECTION ST FAIRHOPE, AL 36532-1609 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G 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/content/dam/cdw/conditions/product-sales.asp>
 For more information, contact a CDW account manager

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<p>Bill To City of Fairhope P.O. Drawer 429</p> <p>Fairhope, AL 36533</p>	<p style="text-align: right;">Requisition 00006178-00 FY 2017</p> <p>Acct No: 001100-50300 Review: Buyer: randyw Status: Released</p>
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Vendor
CDW GOVERNMENT INC
300 N MILWAUKEE AVE

VERNON HILLS, IL 60061
USA
Tel#866-229-6699
Fax 312-705-8291

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department																																								
09/20/17	021292				Info Tech																																								
<table border="0" style="width: 100%;"> <thead> <tr> <th style="width: 55%;">LN Description / Account</th> <th style="width: 10%;">Qty</th> <th style="width: 15%;">Unit Price</th> <th style="width: 20%;">Net Price</th> </tr> </thead> <tbody> <tr> <td>001 VMware Support and Subscription Basic - technical support - RNWL - for VM Manufacturer: VMWare Manufacturer Item No.: VCS6-STD -G-SSS-C -R Vendor Item No.: 3651039</td> <td style="text-align: center;">1.00 EACH</td> <td style="text-align: right;">2175.00000</td> <td style="text-align: right;">2175.00</td> </tr> <tr> <td>1 002-50300</td> <td></td> <td style="text-align: right;">435.00</td> <td></td> </tr> <tr> <td>2 003-50300</td> <td></td> <td style="text-align: right;">435.00</td> <td></td> </tr> <tr> <td>3 001100-50300</td> <td></td> <td style="text-align: right;">435.00</td> <td></td> </tr> <tr> <td>4 001150-50300</td> <td></td> <td style="text-align: right;">435.00</td> <td></td> </tr> <tr> <td>5 004010-50300</td> <td></td> <td style="text-align: right;">282.75</td> <td></td> </tr> <tr> <td>6 004020-50300</td> <td></td> <td style="text-align: right;">152.25</td> <td></td> </tr> <tr> <td>002 VMware Support and Subscription Basic - technical support - for VMware vSph Manufacturer: VMWare Manufacturer Item No.: VS6-EPL- G-SSS-C- R Vendor Item No.: 3649022</td> <td style="text-align: center;">2.00 EACH</td> <td style="text-align: right;">720.00000</td> <td style="text-align: right;">1440.00</td> </tr> <tr> <td>1 002-50300</td> <td></td> <td style="text-align: right;">288.00</td> <td></td> </tr> </tbody> </table>						LN Description / Account	Qty	Unit Price	Net Price	001 VMware Support and Subscription Basic - technical support - RNWL - for VM Manufacturer: VMWare Manufacturer Item No.: VCS6-STD -G-SSS-C -R Vendor Item No.: 3651039	1.00 EACH	2175.00000	2175.00	1 002-50300		435.00		2 003-50300		435.00		3 001100-50300		435.00		4 001150-50300		435.00		5 004010-50300		282.75		6 004020-50300		152.25		002 VMware Support and Subscription Basic - technical support - for VMware vSph Manufacturer: VMWare Manufacturer Item No.: VS6-EPL- G-SSS-C- R Vendor Item No.: 3649022	2.00 EACH	720.00000	1440.00	1 002-50300		288.00	
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1 002-50300		288.00																																											



Bill To
City of Fairhope
P.O. Drawer 429

Fairhope, AL
36533

Requisition 00006178-00 FY 2017

Acct No:
001100-50300
Review:
Buyer: randyw
Status: Released

Vendor
CDW GOVERNMENT INC
300 N MILWAUKEE AVE

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET
FAIRHOPE, AL 36532

VERNON HILLS, IL 60061
USA
Tel#866-229-6699
Fax 312-705-8291

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/17	021292				Info Tech

LN	Description / Account	Qty	Unit Price	Net Price
2	003-50300		288.00	
3	001100-50300		288.00	
4	001150-50300		288.00	
5	004010-50300		187.20	
6	004020-50300		100.80	

Requisition Link

Requisition Total

3615.00

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

Account	Amount	Remaining Budget
001100-50300 General Government	723.00	-524.26
001150-50300 Police Department	723.00	-12254.14
002-50300 Gas Fund	723.00	.00
003-50300 Electric Fund	723.00	.00
004010-50300 Water Department	469.95	4203.28
004020-50300 Sewer Department	253.05	1580.29

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

Activity	Date	Clerk	Comment
Queued	09/20/17	Jeff Montgomery	
Pending		Tyron Hoskins	
Pending		Dan McCrory	
Pending		Joseph Petties	
Pending		Joe Wolchina	
Pending		Robert Rohm	



Bill To
City of Fairhope
P.O. Drawer 429

Requisition 00006178-00 FY 2017

Fairhope, AL
36533

Acct No:
001100-50300
Review:
Buyer: randyw
Status: Released

Page 3

Vendor
CDW GOVERNMENT INC
300 N MILWAUKEE AVE

Ship To
MAIN WAREHOUSE
555 SOUTH SECTION STREET

VERNON HILLS, IL 60061
USA
Tel#866-229-6699
Fax 312-705-8291

FAIRHOPE, AL 36532

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
09/20/17	021292				Info Tech

LN	Description / Account	Account	Qty	Unit Price	Net Price
	Pending	Deborah Smith			

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute the second (final) extension of the Contract with BWI Companies, Inc. for Potting Soil for the Public Works Department (Bid Number 005-16) for an additional one year as per the terms and conditions of the original contract. The price will be \$9,729.00 per truckload (\$10.81 per bag x 900 bags) with an estimated annual cost for 5 truckloads of \$48,645.00.

Adopted on this 9th day of October, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date 9/25/2017

Please return this Routing Sheet to Treasurer by

OCT 2 '17 AM 9:24
9/25/2017

ASW

Project Name: Extension No. 2 (final extension) of Bid No. 005-16 Potting Soil

Project Location: City-wide

Presented to City Council: 10/9/2017 Approved Changed Rejected

Project Cash Requirement Submitted for Approval: Cost: \$9,729.00 Per truckload = \$10.81 per bag x 900 bags
Est. annual cost: 5 ea. truckloads @ \$9,729 = \$48,645.00

Providers: BWI Companies Semmes, AL

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
	San 40		Golf 50	Golf Grounds 55			

Expense Code: 001-350-51410 Revenue Code _____

Project will be: Expensed xx
 Capitalized _____

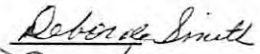


Project Financed By:
Grant: _____ Federal - not to exceed amount
 _____ State
 _____ City

Project Budgeted: Provided for in the proposed 2018 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>9/25/2017</u>	Request approved by Finance Director	
Received by Finance Department	<u>10/2/17</u>	Request approved by Mayor	
Received by Mayor	_____		

Contact Person: Paul Merchant



MEMO

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

Date: September 19, 2017

Re: Requesting City Council Award **Extension #2** of Bid No. 005-16, Potting Soil 2016

On December 28, 2015, Bid No. 005-16, Potting Soil 2016, was awarded to BWI Companies, Inc., and it was to terminate on December 28, 2016. The Public Works Department requested that the City exercise the option of extending the bid one additional year (to December 28, 2017), with a not to-exceed cap of five (5) truckloads, picked up at vendor site. Public Works is now requesting **Extension #2**, the **SECOND** and **FINAL** extension, which will begin at the end date of Extension #1, December 28, 2017, and will terminate on December 28, 2018.

Bid price per 50lb bag \$10.81 X 900 bags per truckload X 5 loads = \$48,645.00

The vendor has agreed to the extension, with all terms and conditions of the bid award, including pricing, remaining the same (see attached letter from BWI Companies, Inc.).

Please place on the next available City Council Agenda this request to extend for the second and final additional year, the award of Bid No. 005-16, Potting Soil 2016, to BWI Companies, Inc., for their unit price bid of \$10.81 per bag, and a not-to-exceed limit of \$48,645.00.

Cc: file

Dee Dee Brandt

From: Paul Merchant
Sent: Tuesday, September 19, 2017 11:19 AM
To: Dee Dee Brandt
Subject: FW: metro 2018

From: Chase Norris [mailto:ChaseNorris@bwicompanies.com]
Sent: Tuesday, September 19, 2017 9:59 AM
To: Paul Merchant <paul.merchant@cofairhope.com>
Subject: FW: metro 2018

Paul,

We can extend pricing on Metro Mix 360 through 12/31/2018

Thanks

Chase Norris
BWI Companies
Semmes Branch Manager
251-583-1517 C
251-649-0083 F



From: Herbert Rabalais [mailto:Herbert.Rabalais@sungro.com]
Sent: Tuesday, September 19, 2017 9:04 AM
To: Chase Norris <ChaseNorris@bwicompanies.com>
Cc: James T. Morgan <James.Morgan@sungro.com>
Subject: RE: metro 2018

OK – we can hold pricing through 12/31/18 for your bid for the City of Fairhope.

City of Fairhope

Extension No. 2 of Contract for Bid No 005-16 Potting Soil 2016

This EXTENSION NO.2 of CONTRACT ("Extension") is made this ___ day of _____, 2016, for the purpose of extending the contract known as BID NO. 005-16 Potting Soil 2016, dated December 28,2015, ("Original Contract") between the City of Fairhope and BWI Companies, Inc. (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension #2, is described below:

BID NO. 005-16 Potting Soil 2016, and was to end on December 28, 2016 at 11:59 p.m.

2. The Parties agreed to extend the Original Contract for an additional period, which began immediately upon the expiration of the original time period December 28, 2016 at 11:59 p.m. and will end on December 28, 2017, at 11:59 p.m

3. The Parties agree to Extension #2 to the Original Contract and first extension, for a SECOND AND FINAL period, which will begin immediately upon the expiration of the first extension time period December 28, 2017, at 11:59 p.m and will end on December 28, 2018, at 11:59 p.m.

4. This Extension binds and benefits both Parties and any successors or assigns. This document, including the Original Contract, and the first extension, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, including pricing, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Contract Extension as of the day and year first above written.

Section 41-16-5, Code of Alabama 1975, requires that public contracts over \$15,000 include the following language:

By signing this Contract, _____ represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: KARIN WILSON, Mayor

BY: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA} COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that KARIN WILSON, as Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document he executed the same voluntarily on the date the same bears date.

Given under my hand and Notary Seal on this ___ day of _____, 2017

Notary Public _____

My Commission Expires: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that the City of Fairhope elects to come under the provisions of Section 2 of Act 367 of the Regular Session of the 2017 Alabama Legislature.

The City of Fairhope agrees to provide all funds necessary to the Employee's Retirement System to cover the cost of the one-time lump sum payment as provided for by said Act for those eligible employees retired and beneficiaries of deceased retirees of the City of Fairhope with the aforementioned increase being paid in October 2017.

ADOPTED THIS 9TH DAY OF OCTOBER, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

I, Lisa A. Hanks, City Clerk of the City of Fairhope, Fairhope, Alabama, hereby certify that the foregoing is a true and correct copy of the Resolution passed, approved, and duly adopted on 9th October 2017.

City Seal

Lisa A. Hanks, City Clerk
Custodian of Records

Date

6

City of Fairhope Project Funding Request

Issuing Date 7/6/2017

Please return this Routing Sheet to Treasurer by

7/6/2017

JUL 27 '17 PM 12:11

Project Name: Participation in One-Time Lump Sum Bonus for City Retirees by RSA
Resolution due to RSA no later than 10/31/17

Project Location: City of Fairhope retirees, as of 5/1/17

Presented to City Council: 8/16/2017 Approved _____ Changed _____ Rejected _____

Project Cash Requirement Submitted for Approval: Cost: \$50,612.00 one-time payment option

Providers: Paid by Retirement Systems of AL - funded by COF

Project Engineer: n/a

Order Date: _____ Lead Time: n/a

Department Funding This Project

General 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 Golf 50 Golf Grounds 55 Debt Service 85 _____

Expense Code: 1-xx-50200
2-50200
3-50200
4-10-50200
4-20-50200

Revenue Code _____

Project will be: Expensed
Capitalized _____

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

Project Budgeted: Proposed 2018 budget

(Over) Under budget amount: _____

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

Funding: Operating funds

City Council prior approval Proposed 2019 budget

Request received by City Treasurer 7/26/2017

Request approved by City Treasurer

Received by Finance Department 7/26/17

Request approved by Finance Director

Received by Mayor 7/26/17

Request approved by Mayor

Contact Person: Deborah Smith

Teachers
Luther P. Hallmark, Chair
John R. Whaley, Vice Chair



Employees
State State Police Public Judicial
Kay Ivey, Chair
Jacqueline B. Graham, Vice Chair

THE RETIREMENT SYSTEMS OF ALABAMA

David G. Bronner, CEO
Donald L. Yancey, Deputy Director

Agency Director
Fairhope
P O Drawer 429
Fairhope, AL 36533-0000

Unit Code FAR

June 27, 2017

Act 2017-367 of the Regular Session of the Alabama Legislature provides your agency with the opportunity to grant a one-time lump sum payment to retired members and beneficiaries of deceased retirees who retired prior to May 1, 2017 and are entitled to receive a monthly retirement benefit from the Employees' Retirement System (ERS) on November 30, 2017.

The Act provides for the retiree to receive a one-time lump sum payment of \$2.00 for each month of service credited to the retiree's account or \$300.00, whichever is greater. The Act provides for a beneficiary of a deceased retiree to receive \$300.00. Payment will be made by check in December 2017 separate from the monthly retirement direct deposit.

If your agency elects to grant the 2017 one-time lump sum payment, your estimated cost is **\$50,612.00** which will require **0.44%** to be added to your agency's employer contribution rate effective for the one year period from **October 1, 2018 – September 30, 2019**, or you may submit a onetime lump sum payment remitted with the resolution to cover the cost.

To grant the provisions of Act 2017-367 for retirees and beneficiaries of your agency, the governing authority of your agency must adopt and submit a Resolution. A fillable form Resolution can be found on the RSA website at http://www.rsa-al.gov/uploads/files/2017_Lump_Sum_Resolution_Retiree.pdf. **The Resolution to adopt the provisions of Act 2017-367 must be received by ERS no later than October 31, 2017.** Please note that there is no provision that will allow the one-time lump sum payment to be granted retroactively.

Any retiree or beneficiary whose eligibility for Medicaid benefits is impaired by this payment shall not be entitled to receive the payment and should notify this office to request that the increase not be granted.

If you have any questions regarding the implementation of the provisions of Act 2017-367, please contact my office at (334) 517-7000 or 1-877-517-0020.

Sincerely,

William F. Kelley, Jr.
Director of ERS Benefits

RESOLUTION NO. _____

WHEREAS, on September 11, 2017 the City Council approved for 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 via Resolution No. 2878-17; and

WHEREAS, after evaluating the project it has been determined that the cost will be \$4,500.00 (an increase of \$1,000.00) to secure technical data regarding capacity and condition of the travel lift facility and potential forklift.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the additional \$1,000.00 (increasing the funds up to \$4,500.00) for the Operations Director Richard Peterson, as Engineer of Record for the Marina Repairs, to secure technical data regarding capacity and condition of the travel lift facility and potential forklift.

DULY ADOPTED THIS 9TH DAY OF OCTOBER, 2017

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

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

HARBOR BOARD

NOMINEE (S)

4 -Year Term

APPOINTMENTS

Robert (“Bob”) Watts

REAPPOINTMENTS

Tony Chavers
Scott Douglass
John Henry, Jr.
Skip Jones
Bob Riggs
Tom Yeager

The term shall end October 2021

10/4/17
ZAH

CITY OF FAIRHOPE



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

City Council seeks to have diversity in making appointment to boards and committees. It is the policy of the City Council to make appointments based on the needs of the City as well as the interests and qualifications of each applicant. In accordance with the Code of Alabama, all applicants must be qualified electors and taxpayers in the City, excluding the Planning Commission. All applications filed with the City Clerk will be public record.

Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 36532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533.

PLEASE PRINT CLEARLY

Last Name: Watts First Name: Robert
Phone Number: 251-510-5010 Cell: 251-597-4343 → Email: MUDCAT-Fish@yahoo.com

Home Address: 853 Sea Cliff Drive

City: Fairhope State: AL Zip: 36532

Business Address: Grand Curiosity 23736 Hwy 98

City: Fairhope State: AL Zip: 36559

Name of Board or Committee: HARBOR

EDUCATIONAL BACKGROUND: BS (Biology, Chem, Math) UNIV of ALA
MS (Industrial Engineering) - Now Operational Research
Naval Postgrad Monterey, Cal

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:
Have Held Real Estate Assoc and Broker
Series 5, 6, 7, 24 Security Licenses - Qualified to operate
Goldman SAC

PROFESSIONAL EXPERIENCE:
Ret USA Col (started as an E-2 and ret as a LTC)
Financial Advisor, Consultant, Assoc Professor (taught Probability
and statistics) in graduate school, build a number of Businesses

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:
NONE

HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY? Planning Skills
Financial Degrees, Analysis, Projections, Studies, Business Knowledge
Bond Experience,

Signature: _____ Date: 2 Oct 2017

You may attach a resume with this application.

See Attachment

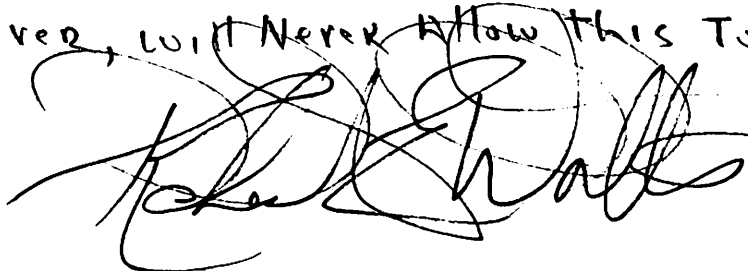
Attachment

- I DO NOT spell or write very well
- OWN two businesses CURRENTLY, 10,000 sqft Building here in the community
- member of FAIRhope LLC
- own 3 Boats CURRENTLY wooden Sailfish, Lake & Bay 300merc (Fishing), A Sea Ray 340 for Pleasure.
Have owned Ranger, Parker, 360 Grady White, List goes on!
- Combat Veteran
- Built CARPET company, million Dollar Catfish FARM, Vintage Watch company, Vintage Clothing company, Real Estate Investment company, CONSULTING company
- Love motorcycles, CARS, Fishing, ANALYSIS & MATHEMATICS
- Helped Take 2 company's Public
- Do NOT Handle Lack of Knowledge, POOR PLANNING, LIARS, Just call them out - Expect the SAME for me

HAVE A KIND DAY - CREATE SOMETHING

- Bad Part NOT very healthy - Bad CAR wreck 2 years ago - TBI (3 skull fracture) List is too long

However, will never allow this to stop me

 2 Sep 2017



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

OCT 2 '17 PM 4:08

FAH

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME STEPHEN SAVAGE SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH WASHINGTON, D.C.

MAILING ADDRESS P.O. Box 206

HOME # _____ WORK # 251 928 4505

CELL # _____ FAX # _____

RESIDENCE ADDRESS _____

*DAPHNE
36526*

NO. YEARS AT PRESENT ADDRESS 12 NO. YEARS AT PREVIOUS ADDRESS _____

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS The Black Cat Ball

401 Oak Street, Lawn in front of Building

NAME OF CORPORATION BALDWIN COUNTY HUMANE SOCIETY

BUSINESS LOCATION 2286C 95 Hwy 98 FAIRHOPE

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE YES

IF SO, WHERE FAIRHOPE CIVIL CENTER UNDER WHAT NAME CHRISTMAS BY THE BAY

HAS APPLICANT EVER BEEN ARRESTED _____ IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
<i>Kim Pearson</i>	<i>FAIRHOPE</i>	
<i>Kim Mathews</i>	<i>FAIRHOPE</i>	
<i>LISA LANSKY</i>	<i>FAIRHOPE</i>	

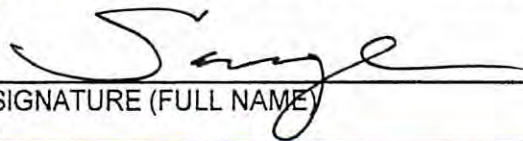
LANSKY

City of Fairhope
Alcoholic Beverage
License Application
Page -2-

PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

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


SIGNATURE (FULL NAME)

OCT 2 2017
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED  DATE 10-03-17
Chief of Police

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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



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

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Douglas W Lambert Jr SSN# Dumbwaiter Restaurant, LLC

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Florence, AL

MAILING ADDRESS 7194 Stillwater Blvd, Spanish Fort, AL 36527

HOME # _____ WORK # _____

CELL # 2514589573 FAX # _____

RESIDENCE ADDRESS _____

NO. YEARS AT PRESENT ADDRESS 14 NO. YEARS AT PREVIOUS ADDRESS _____

PREVIOUS ADDRESS _____

NAME AND ADDRESS OF BUSINESS Dumbwaiter Restaurant
58 A Section Street, Fairhope, AL

NAME OF CORPORATION Dumbwaiter Restaurant, LLC

BUSINESS LOCATION 58 A Section Street, Fairhope, AL

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE yes

IF SO, WHERE Mobile - 2 locations UNDER WHAT NAME Dumbwaiter Restaurant

HAS APPLICANT EVER BEEN ARRESTED no IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
<u>John Naughton</u>	<u>Mobile, AL</u>	
<u>Ron Hayes</u>	<u>Mobile, AL</u>	
<u>Mary Little</u>	<u>Sheldon, AL</u>	

City of Fairhope
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PLEASE SELECT TYPE OF LICENSE APPLYING FOR:

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

_____ 010- LOUNGE LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ 031- CLUB LIQUOR LICENSE – Allows sale of liquor, wine, or beer but must meet ABC Board’s “club” regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

020 - RESTAURANT LIQUOR LICENSE – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10th of each month on the purchase price paid for all liquor for use or resale by the licensee.

_____ 140 - SPECIAL EVENTS LICENSE

_____ 160 - SPECIAL RETAIL LICENSE – More than 30 days

_____ 040 - BEER ON/OFF PREMISES LICENSE – Allows sale of Beer Only, on and off consumption.

_____ 050 - BEER OFF-PREMISES LICENSE – Allows sale of Beer Only, TO GO only.

_____ 060 - WINE ON/OFF PREMISES LICENSE – Allows sale of Wine Only, on and off consumption.

_____ 070 - WINE OFF-PREMISES LICENSE – Allows sale of Wine Only, TO GO, only.

_____ 100 - WINE WHOLESALER LICENSE

_____ 210 - WINE IMPORTER LICENSE

_____ 200 - WINE MANUFACTURER LICENSE

_____ 240 - NON-PROFIT TAX EXEMPT LICENSE

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

David W Lambert
SIGNATURE (FULL NAME)

9/26/17
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED
BY COUNCIL _____ DATE _____
City Clerk

APPROVED Troy N. Patten DATE 10-03-17
Chief of Police

APPROVED
BY COUNCIL _____ DATE _____
City Clerk

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