

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

**MONDAY, 27 NOVEMEBR 2017 – 4:30 P.M. – COUNCIL CHAMBER**

1. Clean Vessel Grant Application – Drew Craze and Lynn Maser
2. Quail Creek Clubhouse Update – Richard Johnson and Lynn Maser
3. Discussion for Full-Time In-House Attorney – Mayor Wilson
4. Business License - Issuance Fee, Penalties and Interest – Jennifer Olmstead
5. Committee Updates
6. Department Head Updates

**Next Regular Meeting Monday, December 11, 2017 at 4:30 p.m. and Same Place**

STATE OF ALABAMA                    )(  
  :  
COUNTY OF BALDWIN                )(

The City Council met in a Work Session at 4:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 13 November 2017.

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

Council President Pro Tempore Robinson called the meeting to order at 4:30 p.m.

The following topics were discussed:

- Public Works Director Richard Johnson addressed the City Council and explained the Fairhope Alley Transit Hub Project. (See attached handout). Mr. Johnson also stated he would be the Civil Engineer and his time can be part of the in-kind services. He did mention that Fairhope Single Tax Corporation and the Chair of the Parking Authority are supportive of the project.
- Public Works Sanitation Fees was the next item on the agenda. Mr. Johnson addressed the City Council and briefly went over the two proposals for increase residential garbage fees. (See attached handout) He said we could do the increase as a 3-year step or a one-time increase of \$3.00 per month. Mr. Johnson said the increase would offset a garbage truck purchase. He stated commercial rates need to be cleaned up with a logical figure for any size can. Mr. Johnson’s recommendation is to do a one-time increase. Council President Pro Tempore Robinson commented at \$15.80 per month and twice a week is still better than any in Baldwin County.
- Councilmember Brown gave an update regarding the Education Advisory Committee meeting. He said FEEF gave their presentation on the K-1 Center. He commented the Pedestrian and Bicycle Committee have approved the design for the bicycle racks. Councilmember Brown said the Chuck Zunk, Chair of the Financial Advisory Committee is here. Mr. Zunk said he would answers questions if Council needed him to.

Mayor Wilson gave the City Council a revised Budgetary Comparison for FYE September 30, 2016. She mentioned cash reserves have been used in the past; and \$5.0 million on average from Utilities. Mayor Wilson said we would be increasing spending, but not transferring as much from Utilities. She commented there are more efficiencies and services; and is a long-term fix and professional services in-house.

- Finance Director Jill Cabaniss addressed the City Council regarding the one-time pay increase ordinance. She said it is outdated and suggested an across the board for part-time employees.

- Councilmember Conyers gave an update on the Library board meeting and the Maker's Space. He reminded everyone about the Chocolate and Champagne Event scheduled for January 27, 2018. He thanked Sherry-Lea Botoy for updating the Fairhope Advisory Board members. The FEAB wants more information on the monitoring of Fly Creek. Councilmember Conyers stated there was no quorum for the Historic Preservation Committee.
- Councilmember Boone stated the Personnel Board will not meet this month.
- Community Affairs Director Sherry-Lea Botoy addressed the City Council and mentioned today was the "Kick-off" of the Stakeholder Meetings for the Fairhope Alley Transit Hub Project. She said Rick Hall, who did walkability for Seaside, will be joining to help with the Project. Ms. Botoy mentioned a grant for the marina to purchase a pump out station. She said the grant is a \$13,000.00 possible grant with a twenty-five percent City match. Ms. Botoy commented the City will relook at the Historic Preservation Ordinance which needs more discussion before bringing to Council.
- Building Official Erik Cortinas addressed the City Council regarding the new FEMA Flood Maps. He said there is a 12-month comment section for the maps. Mr. Cortinas said he will be holding another FEMA Map meeting after the first of the year.
- Public Works Director Richard Johnson addressed the City Council regarding Magnolia Beach re-nourishment, the five piers being bid with FEMA guidelines, and the Municipal Pier railing repairs. Councilmember Brown asked about South Beach and the bulkhead; and the bridge over Fly Creek. Mr. Johnson said the bridge is on order and we need to make sure contractor is ready for putting together when it arrives.
- Planning Director Wayne Dyess addressed the City Council reported that the moratorium is over, so projects must be first approved by the Planning Commission.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:38 p.m.

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Jay Robinson,  
Council President Pro Tempore

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Lisa A. Hanks, MMC  
City Clerk



# Memorandum

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

To: Jack Burrell, ACOMO, Council President

Thru: Lisa A. Hanks, MMC, City Clerk

CC: Honorable Karin Wilson, Mayor; City Staff; File

Date: November 8, 2017

Subject: Fairhope Alley Transit Hub Project – November 13, 2017 - Work Session Agenda Item

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Council President Burrell:

I am requesting to discuss this project with the full Council in open meeting at the Monday, November 13, 2017 Work Session. Here are the salient points to discuss:

1. Fairhope will be allowed to manage this project "in house"
2. However, since BRATS (Baldwin County) is the Grant recipient we will be required to submit reimbursements through Baldwin County.
3. Since this project is 5307 FEDERAL TRANSIT ADMINISTRATION PROGRAMS Funds we will be required to adopt all required Procurement Procedures and Federal Compliance Requirements (Title 6, DBE, etc...) that is in place with BRATS that have been reviewed and approved by FTA.
4. We have been told to not expect Project Authorization any sooner than January 2018.

I am requesting that the Council at the November 27, 2017 City Council Meeting pass a Resolution that would accomplish the following:

1. Pass the required ESMPO Resolution acknowledging the Funding Match
2. Project Initiation Authorizing the following:
  - a. Advertisement for Request for Qualifications (RFQ) for Architectural Services
  - b. The Mayor to Execute a Professional Services Agreement with selected qualifying firm
  - c. The Mayor to execute all project related documents with FHWA, FTA, ALDOT, BRATS, ESMPO and/or Baldwin County Commission

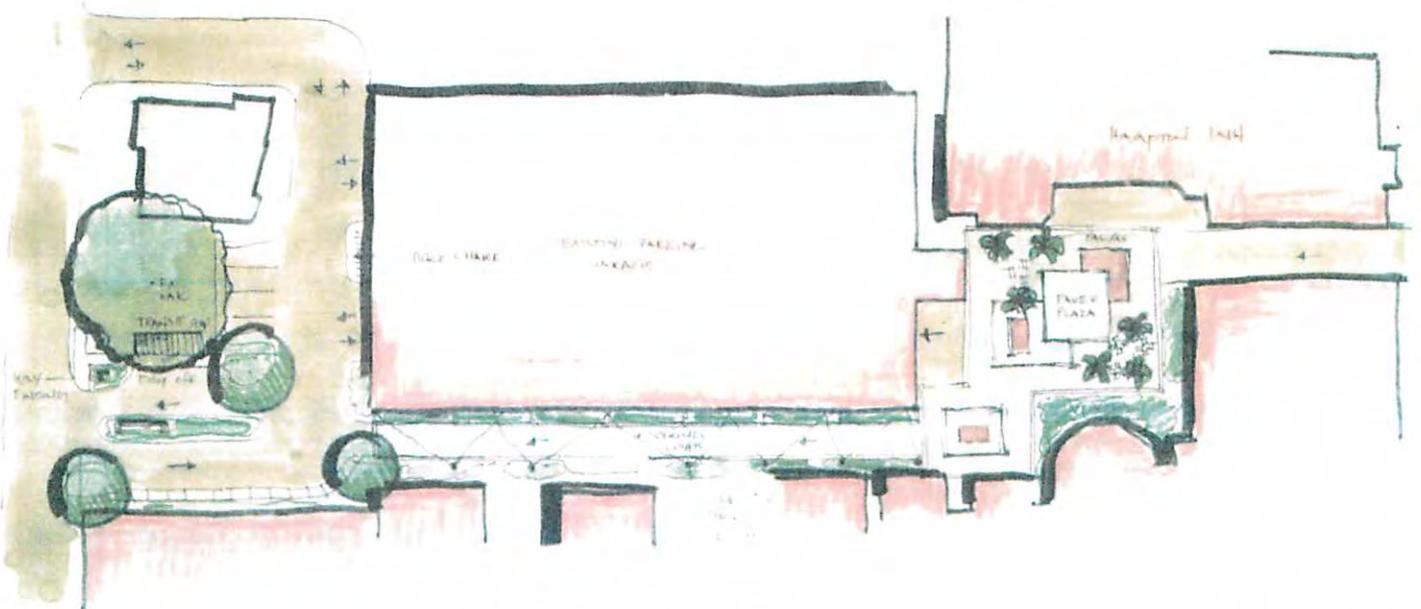
3. Authorizing the Mayor to enter into an intergovernmental agreement with Baldwin County Commission outlining the roles of the City/County in Project Management and the Grant Reimbursement Process.
4. Adoption of the ALDOT/FTA procurement procedures for this project including Title VI and DBE plan (adopting the County's that is already FTA reviewed and approved is the recommendation).

Background documents are listed below and attached. I look forward to discussing this exciting project with you and the Council.

Yours,

RDJ

Attachments: Conceptual Sketch  
Estimate of probable cost  
Resolution 2015-19 - Approving Public Transit Projects  
RESOLUTION 2018-02 - Allocating Additional 5307 to CO Fairhope  
Draft - Funding Resolution  
Draft - Intergovernmental Service Agreement - Fairhope Transit Shelter



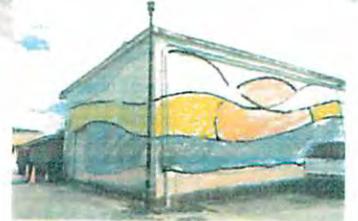
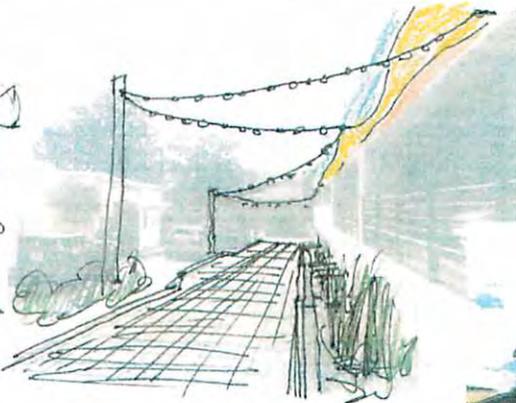
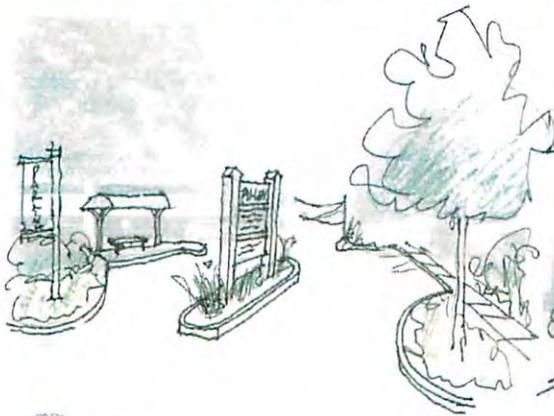
A CONCEPT PLAN FOR  
**FAIRHOPE ALLEY**  
 FAIRHOPE, ALABAMA

CHRISTIAN

fairhope alabama | 2008 | 1/10/08 | p. 11/12/08



christianarchitecture.com



CONCEPTUAL IDEAS FOR  
FAIRHOPE ALLEY  
FAIRHOPE, ALABAMA

CHRISTIAN

ARCHITECTURE | INTERIOR DESIGN | LANDSCAPE ARCHITECTURE | PLANNING

PHOTOGRAPHY

Fairhope Alley  
**Preliminary ALLOWANCE Budget**  
 31-Aug-17



**PRELIMINARY SITE ITEMS**

<u>Item Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Price/Unit</u>	<u>Item Price</u>
Survey	Allowance	1	\$5,000.00	\$5,000.00
BRAT Transit Structure	Allowance	1	\$45,000.00	\$45,000.00
Signage	Allowance	1	\$20,000.00	\$20,000.00
Demolition/Mobilization	Allowance	1	\$48,000.00	\$48,000.00
Drainage & Planter Runnel	Allowance	1	\$45,000.00	\$45,000.00
Bike Share	Allowance	1	\$2,500.00	\$2,500.00
Electrical	Allowance	1	\$45,000.00	\$45,000.00
Landscape	Allowance	1	\$30,000.00	\$30,000.00
Pavement	Allowance	1	\$250,000.00	\$250,000.00
A&E Fees	Allowance	1	\$55,000.00	\$55,000.00
<b>SUBTOTAL</b>				<b>\$545,500.00</b>
10% CONTINGENCY				\$54,550.00
<b>TOTAL</b>				<b>\$600,050.00</b>

NOTE: This is not an estimate - but a general budget for the components associated with this project.

**EASTERN SHORE  
METROPOLITAN PLANNING ORGANIZATION**

**RESOLUTION NO. 2015-19**

**Approving Public Transit Projects**

**WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO)** is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by MAP-21 Sections 1201 and 1202, July 2012); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

**WHEREAS, the Baldwin Rural Area Transportation System** has been named the Public Transportation provider for the Eastern Shore MPO planning area; and

**WHEREAS, the Eastern Shore Metropolitan Planning Organization Urbanized area** qualifies for Federal Transit Administration (FTA) 5307 grant funds; and

**WHEREAS, the City of Daphne** has submitted a transit hub project for funding as described in Exhibit A; and

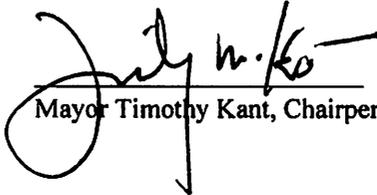
**WHEREAS, the City of Fairhope** has submitted a transit hub project for funding as described in Exhibit B; and

**WHEREAS, the City of Spanish Fort** has submitted a transit Park-and-Ride project for funding as described in Exhibit C; and

**WHEREAS, the submitted transit projects** are to be included in the FY 2016-2019 Transportation Improvement Program (TIP) and 2040 Long Range Transportation Plan; now

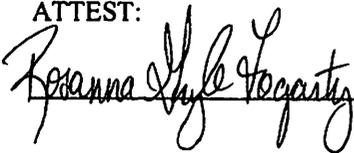
**THEREFORE, BE IT RESOLVED** that the Eastern Shore Metropolitan Planning Organization Policy Board approves the submitted projects for funding and inclusion in the FY2016-2019 Transportation Improvement Program, and authorizes MPO staff to take all steps necessary to accommodate the allocation of funds.

The foregoing resolution was adopted and approved on the 22nd day of July, 2015, by the Eastern Shore Metropolitan Planning Organization Policy Board.

  
\_\_\_\_\_  
Mayor Timothy Kant, Chairperson

Date: 7-29-15

ATTEST:

  
\_\_\_\_\_  
Date: 7/29/15

My Commission Expires 03/23/2016

**EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION**

**RESOLUTION NO. 2018-02**

Amendments to the FY 2016-2019 Transportation Improvement Program (TIP)

**WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO)** is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by the FAST Act, Sections 1201 and 1202, December 2015); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

**WHEREAS, Title 23 USC 134 and 23 CFR 450.324** require that transportation projects in urbanized areas, funded by the Federal Highway Administration and the Federal Transit Administration, be included in a Transportation Improvement Program (TIP), amended as often as required, and adopted by the Eastern Shore Metropolitan Planning Organization (MPO); and

**WHEREAS, consistent with the declaration of these provisions, the Eastern Shore Metropolitan Planning Organization, in cooperation with the Alabama Department of Transportation, adopted Resolution 2015-24** approving the Final FY 2016-2019 Transportation Improvement Program; and

**WHEREAS, the City of Fairhope was allocated \$250,000 of 5307 Urbanized Area Transit Funds (CN – 100064664)** in aforementioned Transportation Improvement Program; and

**WHEREAS, the City of Fairhope has requested an additional \$350,000 of funds through 5307 Urbanized Area Transit Grant funding to construct a transit shelter and complete related improvements at/near the Downtown Fairhope Parking Deck;** and

**WHEREAS, the City of Fairhope agrees to provide the local match required for the \$600,000 (Federal - \$480,000, Local - \$120,000) in 5307 funds in the amounts set forth and as required by FTA for associated improvements;** and

**WHEREAS, the City of Fairhope agrees to cover all cost over-runs associated with the downtown transit shelter project;** now

**THEREFORE, BE IT RESOLVED** that the Eastern Shore Metropolitan Planning Organization, has reviewed the Amended FY 2016 to 2019 Transportation Improvement Program and does hereby approve the aforementioned changes.

The foregoing resolution was adopted and approved on the 25<sup>th</sup> day of October 2017, by the Eastern Shore Metropolitan Planning Organization Policy Board.

  
\_\_\_\_\_  
T. Christopher Elliott, Chairperson

Date: 10/25/17

ATTEST:

  
\_\_\_\_\_  
Date: 10/25/17

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

**RESOLUTION #20##-###**

A RESOLUTION OF THE FAIRHOPE CITY COUNCIL REQUESTING THE EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION FUND A PROJECT TO CONSTRUCT A TRANSIT SHELTER IN DOWNTOWN FAIRHOPE FOR WHICH THE CITY OF FAIRHOPE WILL PROVIDE THE 20% LOCAL MATCH

WHEREAS, the City of Fairhope (“City”) is a member of the Eastern Shore Metropolitan Planning Organization (MPO), and

WHEREAS, federal funding is available through the MPO for transit projects; and

WHEREAS, federal law requires a twenty percent (20%) local match for projects utilizing said federal funds; and

WHEREAS, City desires to construct a transit shelter in downtown Fairhope (hereinafter “Project”); and

WHEREAS, the estimated total Project cost is \$600,000; and

WHEREAS, the estimated local match for the Project is estimated at \$120,000; and

WHEREAS, the MPO requires a resolution from a sponsoring local government committing the sponsoring government to providing the 20% local match for project funds;

NOW, THEREFORE, BE IT RESOLVED, BY THE FAIRHOPE CITY COUNCIL, IN REGULAR SESSION ASSEMBLED, that we request the Eastern Shore Metropolitan Planning Organization fund the Downtown Fairhope Transit Shelter and that we commit to providing the local match for said project amounting to 20% of the total project cost not to exceed the estimated amount of \$120,000.00.

DONE, this the \_\_\_\_th day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Councilman Jack Burrell, Council President

*ATTEST:*

\_\_\_\_\_  
Lisa Hanks, City Clerk

## INTERGOVERNMENTAL SERVICE AGREEMENT

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Fairhope, Alabama (hereinafter “City”), as follows:

### RECITALS

**Whereas**, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

**Whereas**, the County is the administrator of the Eastern Shore Metropolitan Planning Organization (MPO), the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by the FAST Act, Sections 1201 and 1202, December 2015); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

**Whereas**, the City is an MPO member government; and

**Whereas**, the Baldwin Regional Area Transit System (BRATS) is the designated public transit provider for the MPO; and

**Whereas**, the Federal Transit Administration (FTA) allocates 5307 funds to the MPO for public transit capital and operation needs within the MPO urbanized area; and

**Whereas**, on October 25, 2017, the MPO adopted and approved resolution 2018-02 amending the FY 2016-2019 Transportation Improvement Program (TIP) allocating \$480,000 in federal funds for a Fairhope Transit Shelter in the City (hereinafter “Project”); and

**Whereas**, the City has agreed to contribute \$120,000 for the 20% local match; and

**Whereas**, as the designated public transit provider for the MPO, BRATS is the grantee for all 5307 grant applications and oversees the use of those funds; and

**Whereas**, the City desires to manage the Project and coordinate directly with Alabama Department of Transportation (ALDOT) throughout the duration of the Project; and

**Whereas**, the County and City agree that such an arrangement is in the best interested of both parties and the citizens of Baldwin County; and

**Whereas**, ALDOT has concurred with the City’s request to manage the project subject to formal documentation of the arrangements between the County and City; and

**Whereas**, County and City now wish to enter into this Agreement to provide for their joint cooperation in the City’s management of the Project.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Independent Entities:** By entering into this agreement, the City is not an agent of the County, its officers, employees, agents or assigns. The City is an independent entity from the County and nothing in this agreement creates an agency relationship between the parties.
3. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is for the City to manage the Fairhope Transit Shelter project by coordinating all aspects of the project with ALDOT, the MPO, and the County; requesting reimbursement from ALDOT through the County; and **provide monitoring and reporting for all required federal clauses and regulations associated with the project.**
4. **Project Contacts:** Each party hereby designates the individual set forth below as its respective Project Contact. Project Contacts will assist with Project coordination and will be each party's prime contact person. Notices, reports, and other correspondence will be sent to the attention of each party's Project Manager by electronic mail or U.S. mail, whichever is most appropriate, to the parties' addresses as set forth below.

- Project Contact for the County:

Taylor Rider  
btrider@baldwincountyal.gov  
Baldwin Regional Area Transit System  
PO Box 907  
Robertsdale, AL 36567

- Project Contact for the City:

Richard Johnson  
richard.johnson@fairhopeal.gov  
City of Fairhope  
PO Drawer 429  
Fairhope, AL 36533

Any changes to the above representatives or addresses must immediately be provided to the other party in writing.

5. **County to Lease Transit Shelter at No Cost:** The City shall lease the Transit Shelter to County for duration required by the Federal Transit Administration at no cost to the County.

6. **Submittal of Invoices:** The City will pay all costs related to the project and submit an invoice to the County for the eighty-percent (80%) federal portion. Invoices must provide a detailed description of reimbursable expenses and shall be provided in the format requested by County and with all necessary support documentation requested by the County. The County will submit the invoice and support documents to ALDOT. Upon receiving reimbursement from ALDOT, the County will remit the invoice amount to the City.

Invoices will be submitted by the City to the County at the following address:

Taylor Rider  
Baldwin Regional Area Transit System  
PO Box 907  
Robertsdale, AL 36567

Invoices may be submitted to Baldwin County on a monthly basis with not more than one invoice per month. A final invoice must be submitted by City no later than three months following the date of acceptance of the completed project by ALDOT.

7. **Maintenance:** The City, at all times, including during the effective term of this Agreement and at all times thereafter, shall retain exclusive maintenance responsibilities for the Fairhope Transit Shelter.
8. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
9. **Reimbursement Limited:** The reimbursement to be paid to the City shall be limited to eligible Project expenses in accordance with applicable ALDOT and FTA procurement guidelines for transit projects. Any non-eligible project expense incurred by the City will not be reimbursed and will be born solely by the City.
10. **City Qualifications:** The City certifies that it is qualified to manage the project in conformity with all applicable State and federal regulations and has completed that attached Subrecipient Questionnaire as evidence of this fact (see Attachment A).
11. **Financing and Budgeting:** City shall be responsible for financing the obligations undertaken by it in relation to the Project and County shall not be responsible for financing, or in any other manner contributing to, the actual costs or expenses of the obligations undertaken by the City unless expressly identified herein.
12. **Project Records and Documents:** The City, upon request, will provide to the County for examination or audit all Project related records and documents during or following completion of the Project. The City will maintain all such records and documents for at least three (3) years following completion of the Project.

13. **Law Compliance:** The City will abide by and assist the County in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The City shall procure all applicable federal, state and local permits and pay all said fees.
14. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties (“Effective Date”).
15. **Term:** The term of this Agreement shall be for thirty-six (36) months from its effective date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
16. **Services to be Performed by County:**
  - A. BRATS and MPO staff shall provide stakeholder input to City on an as-needed basis.
  - B. Upon receipt of an invoice and all required support documentation from City, County shall, within 45 days, submit a request for reimbursement from ALDOT.
  - C. Upon receipt of reimbursement from ALDOT, County shall, within 45 days, remit to City the invoiced reimbursement amount.
17. **Services to be Performed by City:**
  - A. Provide all project management related to the Project including all necessary coordination with ALDOT, selecting and managing consultants, letting to bid, and managing construction in accordance with the applicable State and federal requirements.
  - B. Provide preliminary engineering and survey work required for the Project.
  - C. Acquire all right-of-way necessary to complete the project.
  - D. Provide any and all material testing and all construction engineering and inspection (CE&I)
  - E. Handle coordination and any costs associated with utility relocations.
  - F. Acquisition, monitoring and reporting for all required permits (including ADEM) and any associated costs.
  - G. Submit all invoices and required support documentation to County for reimbursement.

H. Take all necessary action to maintain completed Project in accordance with applicable State and federal requirements.

I. Provide all monitoring and reporting for all required federal clauses and regulations and any associated costs.

\*Any tasks necessary for the completion of Project not specifically delineated in Section 10 as a responsibility of County shall be the responsibility of City.

18. **Adoption of ALDOT and FTA Procurement Procedures:** The City hereby adopts the ALDOT procurement procedures, as approved by the Federal Transit Administration, for any procurement related to the Project (see Attachment B).

19. **Adoption of BRATS Title VI and DBE Plan:** The City hereby adopts the BRATS Title VI and DBE plans as approved by the Federal Transit Administration, as amended from time to time (see Attachment C)

20. **Termination and Notice:** Notwithstanding the foregoing, the County may terminate this Agreement, with reasonable cause, upon written notice to the City. The County's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the City. In the event of termination by the County, the City shall be responsible for all actual costs incurred by the County (less donated County time and services) through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Fairhope  
PO Drawer 429  
Fairhope, AL 36533

To County: Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

21. **Indemnity:** To the fullest extent allowed by law, City shall indemnify, defend and hold the County and its Commissioners, departments, department heads, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, as a result of or in any manner related to the work or services performed by the County and City pursuant to this Agreement or in any way related to the work or services performed by the County or City pursuant to this Agreement, excluding those which arise from an alleged injury to a County

employee. This indemnification provision shall survive the expiration or termination of this Agreement.

City accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons (other than County employees) or damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City related to any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

22. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
23. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
24. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
25. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.

26. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

**COUNTY:**  
BALDWIN COUNTY

**ATTEST:**

BY: \_\_\_\_\_ /  
FRANK BURT, JR. /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RONALD J. CINK /Date  
County Administrator

**CITY:**  
THE CITY OF FAIRHOPE

**ATTEST:**

BY: \_\_\_\_\_ /  
KARIN WILSON /Date  
Mayor

\_\_\_\_\_/\_\_\_\_\_  
LISA HANKS /Date  
City Clerk

State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Burt, Jr., as Chairman of the Baldwin County Commission, and Ron Cink, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Alabama )  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Karin Wilson, whose name as Mayor of the City of Fairhope, and Lisa Hanks, whose name as City Clerk of the City of Fairhope, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Fairhope.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



## RESIDENTIAL SOLID WASTE OPTIONS FY 2018-2028 - \$3.00 STEPPED INCREASE

**Synopsis:** This scenario proposes a stepped increase of \$3.00 over three years. The steps would be \$0.75, \$1.00 and \$1.25. Note this scenario only deals with Residential Customers and the associated rate. This table is based on an operational cost growth rate of 2.25% and projected customer growth rate of 2.75%. Actual over last four (4) years has been 4% and over the last ten (10) years averages 2.6%. The initial increase would be effective on January 1, 2018 and subsequent increases would be set to start with the fiscal year (October 1st)

Current Residential Rate: \$12.80	Residential Customer Billing Units (09/30/2017): 9749
FY2017 SW Operation Budget: \$2,487,663.00	Annual projected customer growth rate: 2.75%
FY2017 SW (Total) Income: \$1,593,724.00	Calculated FY2017 Residential SW Operating Costs: \$2,306,063.60
Projected Trash Operation Budget Growth Rate: 2.25%	2017 Required Support From General Fund: \$712,339.60

Operational Budget Year	Monthly Fee	Monthly Fee Increase (%)	Net Increase In Solid Waste Fee	Projected Customers on 09/30	Projected Income (2.75% GR)	Operating Cost	Annual Increase Fee Income	Contribution From General Fund	Funds Freed From General Fund
Fiscal Year 2018 (1st Quarter)	\$12.80	0.00%	\$0.00	9,816	\$375,648.47	\$589,487.51	\$0.00	\$213,839.04	\$0.00
Fiscal Year 2018 (2nd - 4th Quarter)	\$13.55	5.86%	\$0.75	10,017	\$1,209,324.61	\$1,768,462.52	\$66,936.79	\$492,201.13	\$6,299.43
Fiscal Year 2019	\$14.55	7.38%	\$1.00	10,293	\$1,773,033.77	\$2,411,003.91	\$121,857.99	\$516,112.15	\$196,227.45
Fiscal Year 2020	\$15.80	8.59%	\$1.25	10,576	\$1,978,303.56	\$2,465,251.50	\$156,511.36	\$330,436.58	\$381,903.02
Fiscal Year 2021	\$15.80	0.00%	\$0.00	10,866	\$2,032,706.90	\$2,520,719.65	\$0.00	\$488,012.75	\$224,326.85
Fiscal Year 2022	\$15.80	0.00%	\$0.00	11,165	\$2,088,606.34	\$2,577,435.85	\$0.00	\$488,829.50	\$223,510.10
Fiscal Year 2023	\$15.80	0.00%	\$0.00	11,472	\$2,146,043.02	\$2,635,428.15	\$0.00	\$489,385.13	\$222,954.47
Fiscal Year 2024	\$15.80	0.00%	\$0.00	11,788	\$2,205,059.20	\$2,694,725.29	\$0.00	\$489,666.09	\$222,673.52
Fiscal Year 2025	\$15.80	0.00%	\$0.00	12,112	\$2,265,698.33	\$2,755,356.61	\$0.00	\$489,658.28	\$222,681.32
Fiscal Year 2026	\$15.80	0.00%	\$0.00	12,445	\$2,344,471.01	\$2,817,352.13	\$0.00	\$472,881.12	\$239,458.49
Fiscal Year 2027	\$15.80	0.00%	\$0.00	12,445	\$2,328,005.03	\$2,817,352.13	\$0.00	\$489,347.10	\$222,992.51
Fiscal Year 2028	\$15.80	0.00%	\$0.00	12,787	\$2,392,025.17	\$2,880,742.55	\$0.00	\$488,717.38	\$223,622.22



**RESIDENTIAL SOLID WASTE OPTIONS FY 2018-2028 - \$3.00 ONE TIME INCREASE**

**Synopsis:** This scenario proposes a one time increase of \$3.00 effective January 1, 2018. Note this scenario only deals with Residential Customers and the associated rate. This table is based on an operational cost growth rate of 2.25% and projected customer growth rate of 2.75%. Actual over last four (4) years has been 4% and over the last ten (10) years averages 2.6%.

Current Residential Rate: \$12.80

Residential Customer Billing Units (09/30/2017): 9749

FY2017 SW Operation Budget: \$2,487,663.00

Annual projected customer growth rate: 2.75%

FY2017 SW (Total) Income: \$1,593,724.00

Calculated FY2017 Residential SW Operating Costs: \$2,306,063.60

Projected Trash Operation Budget Growth Rate: 2.25%

2017 Required Support From General Fund: \$712,339.60

Operational Budget Year	Monthly Fee	Monthly Fee Increase (%)	Net Increase In Solid Waste Fee	Projected Customers on 09/30	Projected Income (2.75% GR)	Operating Cost	Annual Increase Fee Income	Contribution From General Fund	Funds Freed From General Fund
Fiscal Year 2018 (1st Quarter)	\$12.80	0.00%	\$0.00	9,816	\$375,648.47	\$589,487.51	\$0.00	\$213,839.04	\$0.00
Fiscal Year 2018 (2nd - 4th Quarter)	\$15.80	23.44%	\$3.00	10,017	\$1,410,134.97	\$1,768,462.52	\$267,747.15	\$90,580.41	\$407,920.15
Fiscal Year 2019	\$15.80	0.00%	\$0.00	10,293	\$1,925,356.26	\$2,411,003.91	\$0.00	\$485,647.65	\$226,691.95
Fiscal Year 2020	\$15.80	0.00%	\$0.00	10,576	\$1,978,303.56	\$2,465,251.50	\$0.00	\$486,947.94	\$225,391.66
Fiscal Year 2021	\$15.80	0.00%	\$0.00	10,866	\$2,032,706.90	\$2,520,719.65	\$0.00	\$488,012.75	\$224,326.85
Fiscal Year 2022	\$15.80	0.00%	\$0.00	11,165	\$2,088,606.34	\$2,577,435.85	\$0.00	\$488,829.50	\$223,510.10
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Fiscal Year 2025	\$15.80	0.00%	\$0.00	12,112	\$2,265,698.33	\$2,755,356.61	\$0.00	\$489,658.28	\$222,681.32
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Fiscal Year 2028	\$15.80	0.00%	\$0.00	12,787	\$2,392,025.17	\$2,880,742.55	\$0.00	\$488,717.38	\$223,622.22



Sec. 21-75. - Rates.

(a) In the exercise of the police power of the city and for the purpose of enabling the city to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the city:

- (1) *Residential occupant: Monthly Fee*  
 Single-family dwellings, curbside ..... \$12.80  
  
 Apartment houses, per living unit, curbside ..... 12.80  
  
 House trailers, per trailer, curbside ..... 12.80  
  
 Backdoor service for above ..... 20.00

(2) *Nonresidential occupants:* Each entity classified as a nonresidential occupant shall be limited to one (1) sixty-four-gallon container per weekly pickup. Any occupant needing more than one (1) sixty-four-gallon container may use approved ninety-six-gallon containers.

Container	Service per Week	Monthly Rate
1 64-gal	1	\$15.55
1 64-gal	2	15.55
1 64-gal	3	24.70
1 64-gal	4	31.00
1 64-gal	5	37.10
1 96-gal	2	17.25
1 96-gal	3	28.00
1 96-gal	4	35.30
1 96-gal	5	42.65

These rates will apply for not less than six-month intervals. If more than one (1) ninety-six-gallon container is required, rates will be multiplied by number of containers needed.

- (b) Nothing shall prevent an occupant from contracting for garbage service with other licensed collectors within the city; however, the minimum monthly charge must be paid the city by every occupant.
- (c) Acquiring garbage containers. Newly annexed properties or newly built homes may acquire a garbage container by contacting the utilities department at city hall and paying a deposit fee set by the current deposit rate. At time of turning utilities on and paying deposits, residents may sign up for a forty-eight-gallon, sixty-four-gallon, and ninety-six-gallon container. The container will have an assigned serial number to the particular address.
- (d) Alleyway services. Garbage may be serviced in alleyways but may incur additional charges if the alleys or containers are not accessible to the automated garbage truck. Rates in these areas could be higher if a special truck is needed to service garbage.

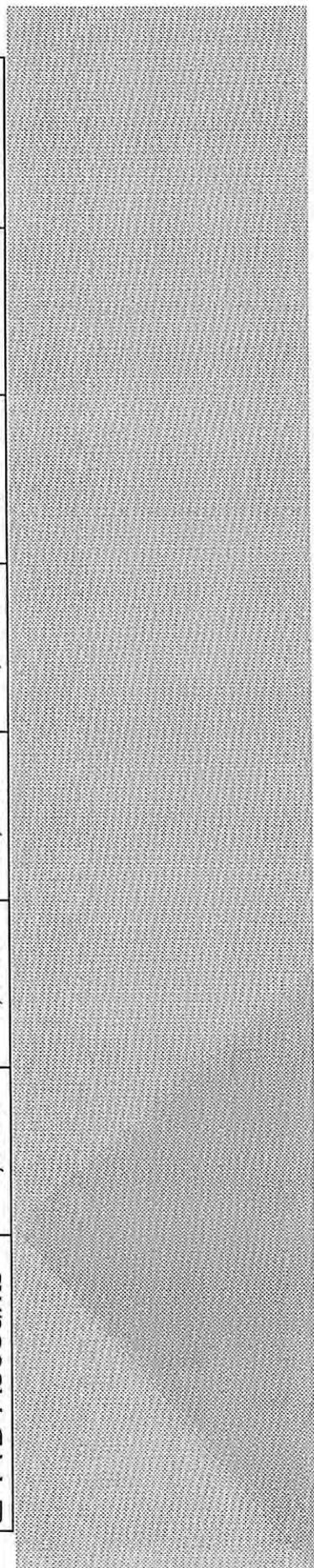
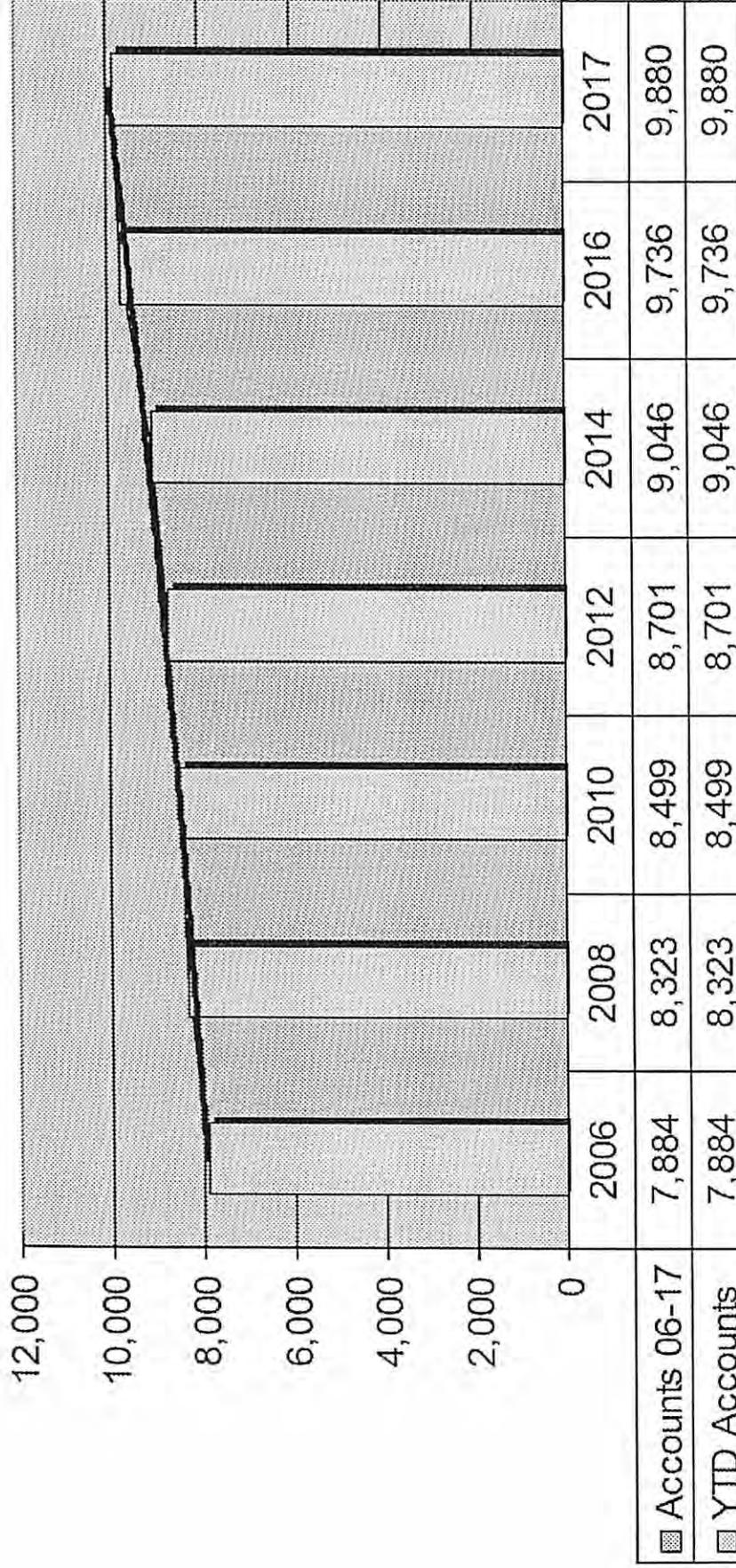
(Code 1962, §§ 10-4, 10-5; Ord. No. 478, §§ 2, 3, 12-13-71; Ord. No. 525, §§ 2, 3, 2-11-74; Ord. No. 785, §§ 1, 2, 3-23-87; Ord. No. 827, § 1, 2-13-89; Ord. No. 845, § 1, 10-9-89; Ord. No. 857, § 1, 6-7-90; Ord. No. 878, § 4, 5-13-91; Ord. No. 927, § 1, 3-22-93; Ord. No. 1044, § 1, 2-8-99; Ord. No. 1266, § 1, 9-26-05; Ord. No. 1296, 3-9-06)

# **FAIRHOPE SANITATION**

**Review and Fee  
Options**

06/12/17

**2006-2017 YTD: 20.00% Household Growth**



# SANITATION STRUCTURE

Department	Personnel	Equipment	Pick up Schedule
Garbage	5 Drivers	5 Trucks	2X Week
Business Garbage	1 Driver	1 Truck	1-2X Week
Recycle	4 Drivers	4 Trucks	1X Week
Trash	4 Drivers	4 Trucks	1X Week
Landfill Ops	3 Operators	Various	6 Days X Week
Landfill Gate	2 Attendants	N/A	6 Days X Week
Totals:	20 Employees	15 Service Trucks	

# SANITATION ACCOUNTS

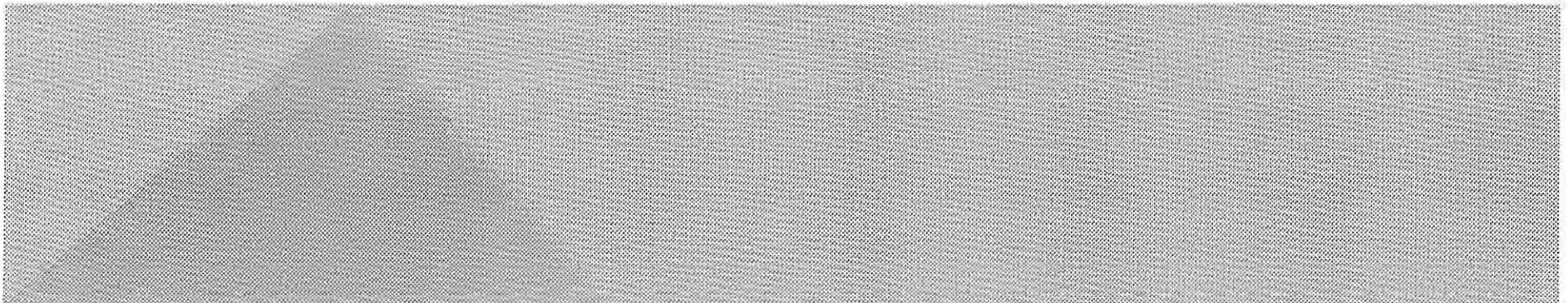
Current Total 05/31/17: 9,880 Accounts

Stops Per Week:

- Garbage: 2X; 900 -1,100 cans per truck per night
- Recycle 1X: 75 -120 Stops per truck per day
- Trash 1X: 120 Stops per truck per day

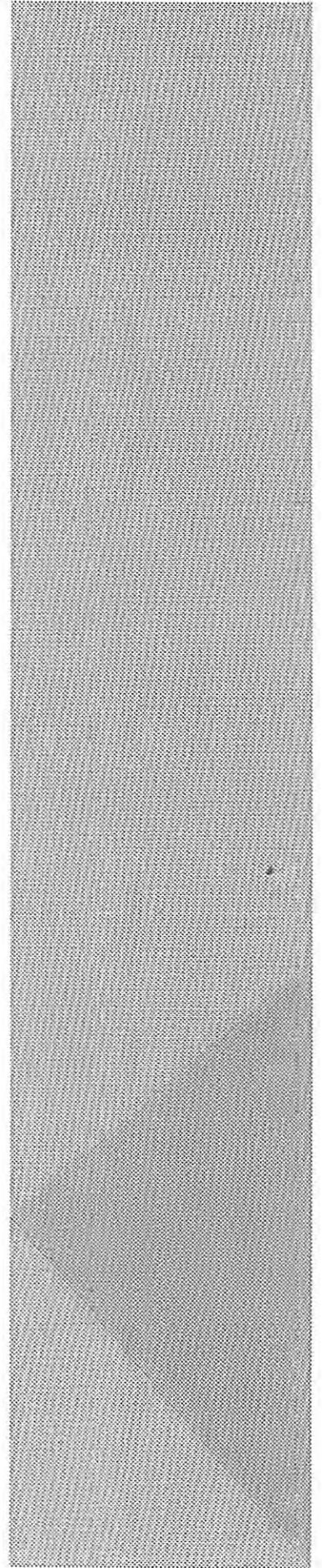
4 Stops per week at each home:

- Post Office Model: Drive by to check if service is needed
- 39,520 Possible Stops for Weekly City service



# SANITATION FINANCE

City	Rates / Mo.	Garbage Service	Recycle Service
Fairhope	\$12.80	2X Week	1X Week
Daphne	\$13.90 <del>\$15.40</del>	1X Week	1X Week
Baldwin County	\$16.00	1X Week	Drop off only



# **SANITATION OTHER COSTS**

## **City Garbage Cans:**

**Averaging 400 Placements per year**

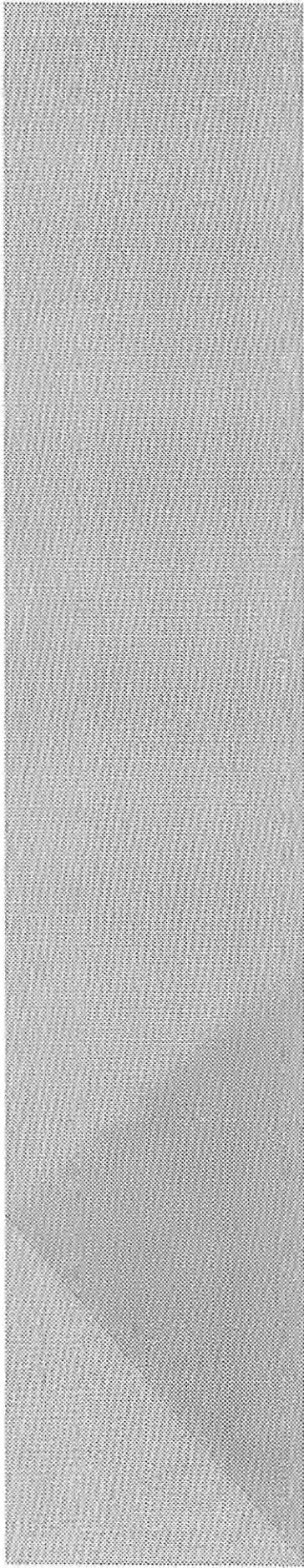
- **New homes / Damaged units**
- **Cost: \$45.00 per Can / \$18,000.00**

## **Lids:**

**45-60 Repairs per Month**

- **Lid cost: \$16.50 Per Lid**
- **\$11,880 per Year**

**Other Support costs: \$29,880.00**



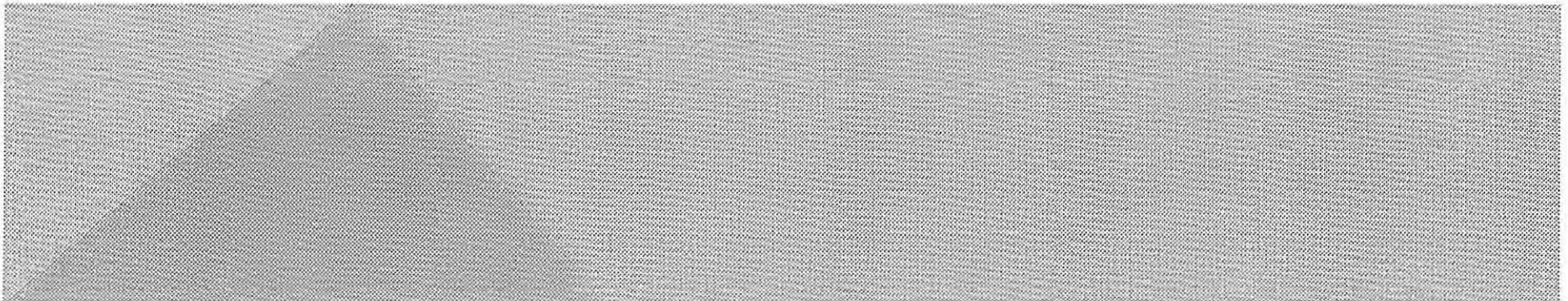
# SANITATION FEES

Fairhope Sanitation fee:

- Lowest in Baldwin County
- \$12.80 Vs. \$16.00 for Baldwin County Solid Waste
- \$3.20 per month price differential

Additional Revenue potential of:

- \$3.20 per month w/ 9, 880 Accounts
- \$31,616 per month
- \$379,382.00 per year of potential revenue w/ fee increase
- Potential to help support Public Works / Sanitation Dept.
- Maintain High Levels of Service



# SANITATION ACCOUNTS

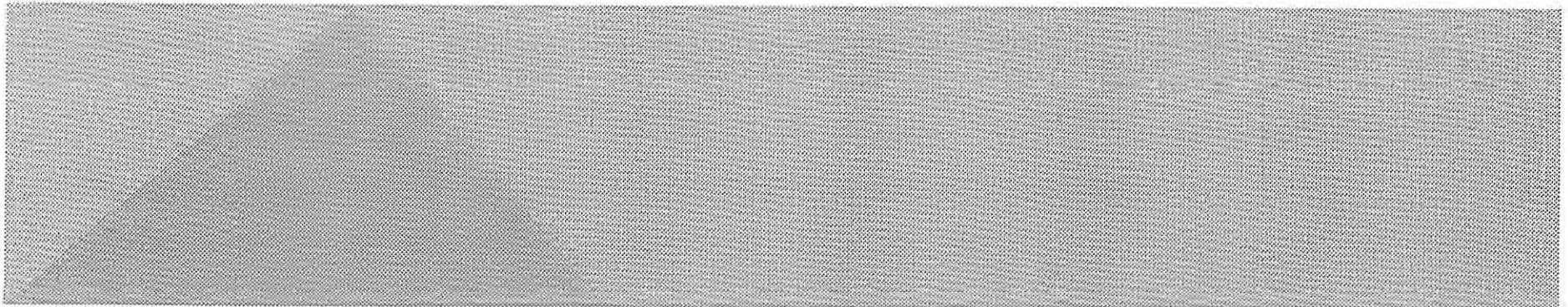
Current Revenue Generated:

- \$131,969.90 for Month of 05/31/17
- \$1,584,000.00 Yearly (12 Mos. Approx.)

Recommend 3 Year Phase in of fee increase

- Year 01: \$1.20 per month increase
- Year 02: \$1.00 per month increase
- Year 03: \$1.00 per month increase

Continue to offer twice per week garbage pick up and curbside recycle pick up while allowing for incremental revenue increases



BUDGETARY COMPARISON FYE 9/30/16															
	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>	<u>2013</u>	<u>2012</u>	<u>2018</u>								
<b>GENERAL FUND</b>	ACTUAL AFTER RECLASSES	PROPOSED BUDGET													
Transfer from Impact	\$429,900	\$300,000	\$600,000	\$850,000			\$745,820								
<b>TOTAL REVENUES</b>	\$26,869,727	\$ 25,594,292	\$ 25,730,691	\$ 23,117,826	\$ 21,286,716	\$ 20,715,518	\$ 26,795,945								
<b>TOTAL EXPENDITURES</b>	\$28,373,792	\$ 30,744,368	\$ 28,089,061	\$ 27,546,495	\$ 26,233,501	\$ 23,678,359	\$ 32,352,404								
Net earnings (loss)	\$ (1,504,065)	\$ (5,150,076)	\$ (2,358,370)	\$ (4,428,669)	\$ (4,946,785)	\$ (2,962,841)	\$ (5,556,459)								
Cash Reserves Used Operating (did not decrease balance)	\$ 1,000,000	\$ 1,700,000	\$ 2,300,000	\$ 410,000			\$ 2,030,000								
City Operating Paid by Utilities	ZERO	\$2,442,631	2,797,227	\$ 1,609,129	\$ 1,539,665	\$ 1,451,937	ZERO								
Transfers IN from Utilities	\$2,885,000	2,951,081	1,826,575	3,612,482	3,236,251	4,173,802	2,815,000								
<b>Total Utility Subsidy</b>	<b>\$2,885,000</b>	<b>\$5,393,712</b>	<b>\$4,623,802</b>	<b>\$5,221,611</b>	<b>\$4,775,916</b>	<b>\$5,625,739</b>	<b>2,815,000</b>								
Net Profit - (Loss)	2,810,835	(198,995)	2,368,205	443,813	(1,710,534)	1,210,961	34,361								
Available Cash Coverage – Monthly Operating Expenses plus monthly Debt Service payments divided by Cash available in operating and reserve accounts.															
FY17 GF Actual = 6.1 months' worth of cash available															
FY18 GF Budget = 5.4 months															
FY17 Overall City/Utility Actual = 4.9 months															
FY18 Overall City/Utility Budget = 4.6 months															
Bond guys are comfortable with anything over 3.0 months' of cash coverage.															
Current Monthly appropriations of \$50k/month are going to GF, Gas, Electric, & W&S Reserves. \$600k annual reserves appropriation that may not be required.															
Impact Fees - in year's past were transferred into capital project funds a most recently transferred to general fund which is why didn't have in presentation															
2014 Cash reserve used may be more but still needs research															
2012 & 2013 Cash reserves & Impact Fee still needs to be researched because used different accounting system															



	7,941,031	7,850,712						
	<u>1,150,000</u>	<u>1,150,000</u>						
	<u>9,091,031</u>	<u>9,000,712</u>						
	757,586	750,059						
	2,273,000	2,273,000						
	3.0	3.0						
	53,298,915	57,080,854						
	<u>4,518,342</u>	<u>4,471,164</u>						
	<u>57,817,257</u>	<u>61,552,018</u>						
	4,818,105	5,129,335						
	23,841,000	23,841,000						
	4.9	4.6						

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

**AMENDING ORDINANCE NO. 1233, KNOWN AS  
THE BUSINESS LICENSE CODE  
OF THE CITY OF FAIRHOPE**

**SCHEDULE OF LICENSES AND FEES**

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

**AMENDING CHAPTER 8**

**Section 3. License term; minimums.**

**By amending/adding the following:**

**SECTION 3. License term; minimums.**

The license term and the minimum amount for a business license are as follows:

- (a) *Full Year.* Every person who commences business before the first day of July shall be subject to and shall pay the annual license for such business in full. Unless otherwise specified in the enclosed schedules, the minimum annual license shall be \$ 100.00.
- (b) *Half Year.* Every person who commences business on or after July 1st, shall be subject to and shall pay one-half (1/2) the annual license for such business for that calendar year.
- (c) *Issue Fee.* For each license issued there shall be an issue fee collected in an amount equal to the maximum allowable by the Alabama Department of Revenue which shall be adjusted every five (5) license years by an amount equal to the percentage increase in the U. S. Department of Labor's Producer Price Index, with the base year being 2006. The said issue fee shall be collected in the same manner as the license tax.
- (d) *Annual Renewal.* Except as provided in subsections (1) or (2), the business license shall be renewed annually on or before the 31st day of January each year.
  - (1) If the due date for payment of any business license falls on a weekend or a holiday recognized by the municipality from time to time, the due date shall automatically be extended until the next business day.
  - (2) Insurance company annual license renewals shall be renewed in accordance with Section 11-51-122 of the *Code of Alabama* which states that each year, each insurance company shall furnish the municipality a statement in writing duly certified showing the full and true amount of gross premiums received during the preceding year and shall accompany such statement with the amount of license tax due according to the licensing schedule. Failure to furnish such statement or to pay such sum shall subject the company and its agents to those penalties as prescribed for doing business without a license as provided for in the municipal code.
  - (3) On or before December 31st of each year, a renewal reminder shall be mailed to each licensee that purchased a business license during the current year. Said renewal notice shall be mailed via regular U.S. mail to the licensee's last known address of record with the municipality. Licensees are required to furnish the municipality any address changes for their business prior to December 1st in order for them to receive their notice.

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

Page -2-

- (4) Business license renewal payments received by the municipality shall be applied to the current renewal only when any and other debts the licensee owes to the municipality are first paid in full. No business license shall be issued if the current renewal payment does not meet said prior obligations and the current renewal. Failure to pay such sums shall subject the licensee and its agents to those penalties as prescribed for doing business without a license provided for in the municipal code.

**SECTION 16. Penalties and interest.**

- (a) All license fees are due by January 31st – fifteen (15) percent penalty after January 31st; thirty (30) percent penalty after February 29th. This provision shall not be deemed to authorize the delay of thirty (30) days in the payment of the license due, which may be enforced at once. Any license tax not paid by April 1st shall be viewed as doing business without a license and shall be punishable as a misdemeanor.
- (b) In the case of persons who began business on or after the first day of the calendar year, the license for such "new business" shall be increased by fifteen (15) percent for the first fifteen (15) days they shall be delinquent, and shall be measured by an additional fifteen (15) percent for a delinquency of forty-five (45) days or more.
- (c) All delinquent accounts (both license taxes and penalties) shall also be charged simple interest at the rate of one (1) percent per month.

The Balance of Chapter 8 – Article 1. – Business License Code, Taxes and Regulations, (Sections 8-1 through 8-29) remains as written and codified in the City of Fairhope Code of Ordinances.

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

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

ADOPTED AND APPROVED THIS 27TH DAY OF NOVEMBER 2017

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

ATTEST:

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

- **Sec. 8-3. - License term; minimums.**

The license term and the minimum amount for a business license are as follows:

- (a) *Full year.* Every person who commences business before the first day of July shall be subject to and shall pay the annual license for such business in full. Unless otherwise specified in the enclosed schedules, the minimum annual license shall be one hundred dollars (\$100.00).
- (b) *Half year.* Every person who commences business on or after July 1, shall be subject to and shall pay one-half (1/2) the annual license for such business for that calendar year.
- (c) *Issue fee.* For each license issued there shall be an issue fee collected of five dollars (\$5.00) and said issue fee shall be collected in the same manner as the license tax.
- (d) *Annual renewal.* Except as provided in subsections (1) or (2), the business license shall be renewed annually on or before the thirty-first day of January each year.
  - (1) If the due date for payment of any business license falls on a weekend or a holiday recognized by the municipality from time to time, the due date shall automatically be extended until the next business day.
  - (2) Insurance company annual license renewals shall be renewed in accordance with Code of Ala., § 11-51-122, which states that each year, each insurance company shall furnish the municipality a statement in writing duly certified showing the full and true amount of gross premiums received during the preceding year and shall accompany such statement with the amount of license tax due according to the licensing schedule. Failure to furnish such statement or to pay such sum shall subject the company and its agents to those penalties as prescribed for doing business without a license as provided for in the Municipal Code.
  - (3) On or before December 31 of each year, a renewal reminder shall be mailed to each licensee that purchased a business license during the current year. Said renewal notice shall be mailed via regular U.S. mail to the licensee's last known address of record with the municipality. Licensees are required to furnish the municipality any address changes for their business prior to December 1 in order for them to receive their notice.
  - (4) Business license renewal payments received by the municipality shall be applied to the current renewal only when any and other debts the licensee owes to the municipality are first paid in full. No business license shall be issued if the current renewal payment does not meet said prior obligations and the current renewal. Failure to pay such sums shall subject the licensee and its agents to those penalties as prescribed for doing business without a license provided for in the Municipal Code.

(Ord. No. 1233, § 3, 12-13-04)

- **Sec. 8-16. - Penalties and interest.**

(a) All licenses not paid within thirty (30) days from the date they fall due shall be increased by fifteen (15) per cent for the first thirty (30) days they shall be delinquent.

(b) In the case of persons who began business on or after the first day of the calendar year, the license for such new business shall be increased by fifteen (15) per cent for the first fifteen (15) days they shall be delinquent.

(c) All delinquent accounts (both license taxes and penalties) shall also be charged simple interest at the rate of one (1) per cent per month or part of month.

(Ord. No. 1233, § 16, 12-13-04)



**VERNON BARNETT**  
Commissioner

# State of Alabama Department of Revenue

(www.revenue.alabama.gov)  
50 North Ripley Street  
Montgomery, Alabama 36132

**JOE W. GARRETT, JR.**  
Deputy Commissioner  
**CURTIS E. STEWART**  
Deputy Commissioner  
**BRENDA R. COONE**  
Deputy Commissioner  
**MICHAEL D. GAMBLE**  
Deputy Commissioner

August 17, 2017

## **NOTICE**

**TO: Municipal License Officers  
Alabama League of Municipalities**

**RE: Five Year Adjustment to Municipal Business License Issuance Fees**

Section 11-51-90, Code of Alabama 1975, which reads in part as shown below, requires the Department of Revenue to distribute information related to municipal business license issuance fees every five years. The last analysis was performed for calendar year 2013.

The issuance fee shall be increased every five license years by the Department of Revenue by an amount equal to the percentage increase, if any, in the U.S. Department of Labor's Producer Price Index during that five-year period, rounded to the nearest dollar, with the base year being 2006. The Department of Revenue shall notify all municipalities and the Alabama League of Municipalities of any such fee increase no later than the November 30 preceding the license year for which the increase shall take effect. (Emphasis added.)

Per Departmental Rule 810-8-5-.15, the Producer Price Index for finished goods for the year preceding the fifth license year shall be used to determine an increase, if any, in the municipal business license issuance fee. An analysis of the Producer Price Indexes was performed for calendar years 2011 and 2016. As a result, per the provisions of Section 11-51-90, municipal business license issuance fees remain or may be adjusted to a maximum amount of \$12.00, at the discretion of the municipality, for the license year beginning January 1, 2018.

Questions regarding this matter may be directed to:

Business & License Tax Division  
Severance & License Section  
P. O. Box 327550  
Montgomery, AL 36132-7550  
(334) 353-7827

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, 13 November 2017.

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

Council President Pro Tempore Robinson called the meeting to order at 5:38 p.m.  
The City Council reviewed and discussed the agenda for their meeting to be held today at  
6:00 p.m.

There being no further business to come before the City Council, the meeting was  
duly adjourned at 5:39 p.m.

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Jay Robinson,  
Council President Pro Tempore

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Lisa A. Hanks, MMC  
City Clerk

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 27 NOVEMBER 2017 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 13 November 2017 Regular City Council Meeting, minutes of 13 November 2017 Work Session, and minutes of 13 November 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 zone the property of Todd Roberts to R-2 Medium Density Single Family Residential District concurrent with annexation. This property is generally located at 19870 County Road 13, known as Parcel B, Fairhope, Alabama. Tax PPIN: 235434.  
(Introduced at the November 13, 2017 City Council Meeting)
6. **Final Adoption** – Ordinance - Amend Zoning Ordinance No. 1253.  
Request to rezone the property of Sweetwater Investments, LLC from R-2 Medium Density Single Family Residential District to B-4 Business and Professional District. This property is generally located at 20040 State Highway 181, Fairhope, Alabama. Tax PPIN: 77292.  
(Introduced at the November 13, 2017 City Council Meeting)
7. **Final Adoption** – Ordinance - Amend Zoning Ordinance No. 1253.  
Zoning Ordinance Amendment – Article IX, Section C. Definitions
  - Building Height: The vertical distance measured from the average natural elevation of the lot to the mean point of the roof of the building.  
(Introduced at the November 13, 2017 City Council Meeting)
8. **Final Adoption** – Ordinance - Amend Zoning Ordinance No. 1253.  
Zoning Ordinance Amendment
  - Article V, Section B. Central Business District Overlay Proposed Expansion.  
(Introduced at the November 13, 2017 City Council Meeting)
9. Ordinance – An Ordinance to amend Ordinance No. 1266 and Fairhope Code of Ordinances: Article VI Garbage and Trash Collection and Disposal, Section 21-75 (a): In the exercise of the police power of the City and for the purpose of enabling the City to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the City which rates will increase \$1.00 per year for three consecutive years beginning 2018 and shall go into effect on the first billing cycle after January 1st of each year beginning January 2018 ending with January 2020 (All customers: residential and commercial).

10. Resolution – That the City of Fairhope approves the procurement of Neptune Water Meters for the Water Department from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The number of units is 72 Meters at \$175.00 per unit at a cost not to exceed \$12,600.00.
11. Resolution – That the City of Fairhope has voted for the procurement of Maintenance Service of Oil in the Two 3-Phase Substation Power Transformers located on Nichols Street and Fairhope Avenue for the Electric Department at a total cost of \$14,000.00.
12. Resolution – That the City of Fairhope has voted to procure a Sewer Line Camera System for the Sewer Department which is budgeted in the FYE 2018 proposed budget. The total cost is \$7,749.00.
13. Resolution – That the City of Fairhope has voted to purchase a Mini-Excavator; 2017 CAT 302.7D to be shared by all Utilities and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 2216); 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 \$35,173.48.
14. Resolution – That Mayor Karin Wilson is hereby authorized to execute a Contract with SEA Entertainment Booking Agency for the band known as “B Street Benny” for the New Year’s Eve Downtown Celebration (Sunday, December 31, 2017) with a cost not to exceed \$5,000.00.
15. Resolution – That the City Council approves the selection of Chapman Inspection Services for Professional Inspection Services of 2-Million Gallon Water Tank for the Water Department (RFQ No. PS006-18), and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$10,500.00.
16. Resolution – That the City Council authorizes the Project Initiation for the Fairhope Alley Transit Hub Project; authorizes the Mayor to execute the necessary documents for Project Initiation; authorizes the Mayor to enter into an Intergovernmental Agreement with Baldwin County Commission outlining the roles of the City/County in Project Management and Grant Reimbursement Process; and adopts the following ALDOT and Baldwin County policies or documents which shall be adopted and applied for this Project (these documents are on file with the Office of the City Clerk and are available for public viewing during normal business hours):
  1. Baldwin County Commission - Procurement Procedures - Applicable to all Federal Transit Administration Funded Projects - Federal Transit Administration Programs – Adopted by Baldwin County Commission: November 1, 2016
  2. Baldwin Regional Area Transit System - Title VI Program and Limited English Proficiency Plan Update - Adopted by Baldwin County Commission: May 17, 2016
  3. Disadvantaged Business Enterprises (DEB) Program, Limited English Proficiency (LEP) Plan and Equal Employment Opportunity Plan (EEOP) For Baldwin County Commission - Adopted by Baldwin County Commission: September 21, 2010

4. Baldwin County Commission - Subrecipient Questionnaire – Effective November 20, 2017
  5. ALDOT Bureau of Transportation Planning and Modal Programs Transit Section - Policy and Procedure Manual for Federal Transit Administration Transportation Programs 5307, 5309, 5310 and 5311 – Effective November 20, 2017
- 
17. Public Participation – (3 minutes maximum)
  18. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, November 27, 2017 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, November 27, 2017 – Council Chamber**

**Next Regular Meeting – Monday, December 11, 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, 13 November 2017.

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

There being a quorum present, Council President Pro Tempore Robinson called the meeting to order. The invocation was given by Assistant Pastor Andrew Lehman of Redeemer Lutheran Church and the Pledge of Allegiance was recited. Councilmember Conyers moved to approve minutes of the minutes of 23 October 2017, regular meeting; minutes of the minutes of 23 October 2017, work session; and minutes of the minutes of 23 October 2017, agenda meeting. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) Fairhope High School Band given a Certificate of Appreciation for their achievement at The Heart of Dixie Band Competition;
- 2) Attended the Kauffman Foundation’s annual Mayors Conference on Entrepreneurship which brings mayors, entrepreneurs, entrepreneurship experts together to discuss ways to promote startup activity and encourage higher levels of entrepreneurship in their cities;
- 3) Pioneering Fairhope businesswoman, Bessie Klumpp Montgomery, passed away Saturday. She was best known for founding the Fairhope Quarter and Town & Country Shops;
- 4) 12 Days of Christmas Banners will be retired and replaced with art work by school children, the Rotary Youth Club, and individuals from Shepherd’s Place;
- 5) Thursday will be the Lighting of the Trees beginning at 5:30 p.m.;
- 6) New equipment will be installed in Downtown Fairhope for WiFi by our IT Department;
- 7) Thanked Lance Cabaniss for his work in HVAC, Fairhope Docks, and the seawall repair. He also helped with the fuel tanks removal and replacement;
- 8) Helped with the Fairhope Rotary Pancake breakfast; and
- 9) Attended the Veterans Day Sunset Prayer Program and thanked all the Veterans.

13 November 2017

The following individuals spoke during Public Participation on Agenda Items:

- 1) T J Murphy, 204 Tensaw Avenue, addressed the City Council on Agenda Items Number 9 and Number 10: Final adoption of an Ordinance requesting to rezone the property of CDA, LLC and Carrigan Properties, LLC from R-1 Low Density Single Family Residential District and R-4 High Density Multi-Family Residential District to PUD (Planned Unit Development) and Final adoption of an Ordinance requesting to rezone the property of Robert and Debra Green from R-1 Low Density Single Family Residential District to B-2 General Business District. He said our visionary founders had a plan which made Fairhope a unique vibrant community that we live in. He said these same features that made Fairhope also present challenges; and one of these is growth. Mr. Murphy stated the Comprehensive Plan calls for these two properties to be residential; and plead for the Council to manage growth. He said we need to develop and follow a plan that continues our founders' legacy.

Councilmember Conyers said the Fairhope Environmental Advisory Board's meeting focused on communication. He thanked our Community Affairs Director Sherry-Lea Botop for giving an update at the meeting. He said the FEAB wants to follow-up on the Fly Creek monitoring by Mobile Bay Keepers.

Councilmember Brown thanked the City employees who set up for the Veterans Day parade. He also thanked the local schools and other Veterans programs. Councilmember Brown commented that Greeno Road is one of the biggest issues facing Fairhope and it will be commercial.

Councilmember Boone thanked the Fairhope Pirate Football Team and Coach Carter for making it to the playoffs. He said you all did a fine job this year.

Council President Pro Tempore Robinson also thanked everyone who helped with the Veterans Day parade. He mentioned the following events: Tree Lighting on Thursday, Outdoor Movie on Saturday, 58th Annual Downtown Fairhope's Open House on Sunday, Downtown Fairhope Celebrates Plaid Friday, Small Business Saturday in Downtown Fairhope, and helped serve at the Rotary Pancake Breakfast. He recognized the Cub Scout Den from Pack 47, known as the Thunder Hawks, who were in the audience. Council President Pro Tempore Robinson announced the Fairhope Christmas Parade being held on the first Friday in December.

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 zone the property of Todd Roberts to R-2 Medium Density Single Family Residential District concurrent with annexation. This property is generally located at 19870 County Road 13, known as Parcel B, Fairhope, Alabama. Tax PPIN: 235434.

13 November 2017

The Planning Commission gave a favorable recommendation of this ordinance. Council President Pro Tempore Robinson read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance.

Council President Pro Tempore Robinson opened the Public Hearing at 6:24 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:25 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the November 27, 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 Sweetwater Investments, LLC from R-2 Medium Density Single Family Residential District to B-4 Business and Professional District. This property is generally located at 20040 State Highway 181, Fairhope, Alabama. Tax PPIN: 77292. The Planning Commission gave a favorable recommendation of this ordinance. Council President Pro Tempore Robinson read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance.

Council President Pro Tempore Robinson opened the Public Hearing at 6:26 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:26 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the November 27, 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 amend Article IX, Section C. Definitions - Building Height: The vertical distance measured from the average natural elevation of the lot to the mean point of the roof of the building. The Planning Commission gave a favorable recommendation of this ordinance. Council President Pro Tempore Robinson read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance. He said this will be more pleasing architecturally and is very common.

Council President Pro Tempore Robinson opened the Public Hearing at 6:30 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:30 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the November 27, 2017 City Council meeting.

13 November 2017

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 amend Article V, Section B. Central Business District Overlay Proposed Expansion. The Planning Commission gave a favorable recommendation of this ordinance. Council President Pro Tempore Robinson read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance in detail. He said we will delay residential parking and want to encourage more mixed use. Council President Pro Tempore Robinson opened the Public Hearing at 6:35 p.m.

- 1) Mac McCawley, 10 Wood Grove Circle, addressed the City Council and requested that the study be done first. He said parking in downtown is an issue; and it is the City's responsibility to provide parking.

Mayor Wilson explained the reason for recommending mixed use. Mr. Dyess stated that the parking garage is not utilized right now; but the study will clearly mark parking through the way-finding program. The Public Hearing closed at 6:41 p.m.

Council President Pro Tempore Robinson said that any business in Central Business District ("CBD") does not have parking and we must have a traffic study. He said the new area defined in the map as "CBD" will have a traffic study for demand on use.

Due to lack of a motion for immediate consideration, this ordinance will layover until the November 27, 2017 City Council meeting.

Councilmember Conyers commented that the property of CDA, LLC and Carrigan Properties, LLC is residential. He said the reality is that it is zoned residential and is not going to be; and a PUD is a better suited use. Mr. Dyess said that North Greeno Road is the issue and we need to develop a plan for Greeno Road. Council President Pro Tempore Robinson said he is a rule follower by nature; and we need to find something with a little wiggle room. He said we are stuck with a dilemma and stuck with the law or we can use common sense. Councilmember Brown commented there are two properties North of this property that are zoned PUD; and the City has more control with a PUD.

Councilmember Brown moved for final adoption of Ordinance No. 1604 an ordinance to rezone the property of CDA, LLC and Carrigan Properties, LLC from R-1 Low Density Single Family Residential District and R-4 High Density Multi-Family Residential District to PUD (Planned Unit Development). This property is located at 806 and 812 N. Greeno Road, Fairhope, Alabama. Tax Parcels: 05-46-03-39-0-001-001.001 and 05-46-03-39-0-001-009.000. (Introduced at the October 23, 2017 City Council Meeting). Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Robinson, Conyers, Brown, and Boone. NAY - None.

13 November 2017

Planning Director Wayne Dyess explained the proposed rezone of the property of Robert and Debra Green and commented it is only 2.8 acres which is not enough for a PUD. Council President Pro Tempore Robinson stated this was discussed at the Planning Commission meeting and the last City Council meeting. Attorney Daniel Blackburn addressed the City Council on behalf of Mr. and Mrs. Green. He stated that they have agreed to exclude gas station, automotive repair facility or a dry cleaning business from the uses for B-2 General Business District. Mr. Blackburn stated that due to a recent Alabama Supreme Court ruling this will have to be tabled tonight and re-advertised for a new public hearing with the amended ordinance. Council President Pro Tempore Robinson mentioned the ordinance would be brought back in a couple of weeks after being published. City Clerk Lisa Hanks stated that the ordinance would have to be advertised for two consecutive weeks; and the public hearing could not be scheduled until at least 15 days after the last publication pursuant to State law.

Councilmember Conyers moved to table Agenda Item Number 10: an ordinance to rezone the property of Robert and Debra Green from R-1 Low Density Single Family Residential District to B-2 General Business District until all publications have been met and new public hearing scheduled. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

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

#### **RESOLUTION NO. 2916-17**

**WHEREAS**, the Owners of Old Battles Village, Phase Two desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2597-A, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

13 November 2017

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

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

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

Adopted, this 13th day of November, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution accepting the public streets, public right-of-ways, and all of Fairhope’s public utilities located in public right-of-ways within Phase 2 of Silverleaf at Firethorne for maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreements between the City of Fairhope and Firethorne Development, LLC. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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13 November 2017

**RESOLUTION NO. 2917-17**

**WHEREAS**, the Owners of Phase 2 of Silverleaf at Firethorne desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2597-E, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

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

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

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

**NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA** that the public improvements indicated herein for Phase 2 of Silverleaf at Firethorne are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Karin Wilson to execute the Maintenance and Guaranty Agreement between the City of Fairhope and Firethorne Development, LLC (the "Subdivider").

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

Adopted, this 13th day of November, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

13 November 2017

Council President Pro Tempore Robinson read the following resolution: a resolution that the City Council authorizes Mayor Karin Wilson to temporary fill the position of Special Events Coordinator at a pay grade of 20 with a salary not to exceed the minimum of that grade; and 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 or until Special Events Coordinator returns to work plus seven (7) working days.

Councilmembers Conyers and Boone questioned the part-time to full-time and thought this had already been done. Community Affairs Director Botop said that this was for a different position; the other one was for the Nix Center. Council President Pro Tempore Robinson also questioned the position, and said a lot that goes into it, and will have a big learning curve. He said we have seen a pattern with temporary fill-ins and would like to see more cross-training of employees. Mayor Wilson commented the other alternative is to not have these services. She said we cannot afford not having someone through fall and Mardi Gras.

After further discussion, Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes Mayor Karin Wilson to temporary fill the position of Special Events Coordinator at a pay grade of 20 with a salary not to exceed the minimum of that grade; and 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 or until Special Events Coordinator returns to work plus seven (7) working days. Seconded by Councilmember Conyers, motion passed by the following voice votes: AYE – Robinson, Conyers, and Brown. NAY - Boone.

**RESOLUTION NO. 2918-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council authorizes Mayor Karin Wilson to temporarily fill the position of Special Events Coordinator at a pay grade of 20 with a salary not to exceed the minimum of that grade; and 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 or until Special Events Coordinator returns to work plus seven (7) working days.

ADOPTED THIS 13TH DAY OF NOVEMBER, 2017

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

ATTEST:

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

13 November 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the Budget for the fiscal year ending September 30, 2017 be extended through December 18, 2017 to allow the invoices and expenditures to continue as needed. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2919-17**

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

**WHEREAS**, Resolution No. 2881-17 was adopted on September 25, 2017 to allow invoices and expenditures to continue as needed through November 15, 2017; 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 December 18, 2017 to allow the invoices and expenditures to continue as needed.

Adopted on this 13th day of November 2017

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

Attest:

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

Council President Pro Tempore Robinson read the following resolution: a resolution that the City of Fairhope hereby adopts and approves the Community Development Budget for the FY 2017-2018. He explained that the City Council was only approving the appropriations and in-house events; and not the Department requests. Mayor Wilson requested that the details be listed for everyone.

13 November 2017

Council President Pro Tempore Robinson read the following proposed appropriations for the 2017-2018 budget:

<b>Proposed Community Development 2017 - 2018</b>	<b>Council's Appropriations 2017-2018</b>
Baldwin County Trailblazers/Walking School Bus	\$5,000
Downtown Fairhope Business Association	\$20,000
Eastern Shore Art Center	\$20,000
Eastern Shore Chamber of Commerce – (\$15,000 Annual Leaders Council Program)	\$21,000
Ecumenical Ministries	\$10,000
Education Advisory Committee (BCBE)	\$350,000
Fairhope Film Festival	\$8,000
Misc. Golf (FEEF)	\$2,500
Mobile Bay National Estuary Program	\$5,000
Optimist Club/Dogwood Trail Program	\$2,000
Rotary Youth Club	\$50,000
Thomas Hospital Foundation	\$50,000
Baldwin County Economic Development Alliance	\$15,000
	<hr/>
	<b>\$558,500</b>

Mayor Wilson stated that she had requested \$400,000.00 for the schools and now it is reduced to \$350,000.00. She also mentioned the original list included \$35,000.00 for the Pirate Booster. Council President Pro Tempore Robinson commented their 5 years ran out and it does not carryover. He said if they would like for the City to contribute they need to bring items forward. Mayor Wilson replied the five schools should have more funding. Council President Pro Tempore Robinson said he is in favor of more for schools are any time; and this is not a bottom line number for our schools. Councilmember Brown said the Education Advisory Committee requested \$350,000.00 and to withhold the spending; and take a step back for accountability. He said the principals gave recommendations and the Baldwin County Board of Education came back with different proposals. Councilmember Brown said the Education Advisory Committee holds the principals accountable for the funds. Council President Pro Tempore Robinson said if we allocate \$350,000.00; and it is determined there is an additional need for a specific school, then the City could allocate more.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope hereby adopts and approves the Community Development Budget for the FY 2017-2018. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

13 November 2017

**RESOLUTION NO. 2920-17**

**WHEREAS**, the City Council has not adopted the proposed Budget for the FY 2017-2018; and

**WHEREAS**, the City of Fairhope is desirous to hold City Events and City Sponsored Events throughout the year which require advanced planning; reserving locations and dates; and

**WHEREAS**, the City Council is now desirous to adopt and approve the Community Development Budget for 2017-2018.

**NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope hereby adopts and approves the Community Development Budget for the FY 2017-2018.

ADOPTED THIS 13TH DAY OF NOVEMBER, 2017

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

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

- 1) Ben Smith, 217 South Mobile Street, addressed the City Council and asked if the Community Development budget will be in the minutes. Mayor Wilson replied these will be put on the website. Council President Pro Tempore Robinson stated these were read into the minutes.
- 2) Rob Allen, 6612 Willowbridge Drive, addressed the City Council and said he was confused on Agenda Item Number 13. He said the City Council was reluctant to propose it and then voted on it. Councilmember Conyers said he thought this was already done; and is not sure how a person will get up to speed on City events. Councilmembers Robinson and Brown agreed with Councilmember Conyers; but added staff could be trained to fill in when others are out. Councilmember Boone said he voted against this because staff should be able to handle it; and will be training the person to do this job.

13 November 2017

- 3) T J Murphy, 204 Tensaw Avenue, addressed the City Council regarding several items. The first item he brought up there are concerns in the Community that the Mayor is going in one direction; and the Council is going in another. He asked if there is open and supportive communication between the Mayor and the Council. Mayor Wilson replied there is next to none. Council President Pro Tempore Robinson said it is not lack of communication, but plenty of misunderstanding. He said the misunderstanding of the fundamental responsibilities. Mayor Wilson commented she is always available; and is here and willing to work together. She said the Council is unclear of their roles; and took an oath to work together.

Mr. Murphy asked if the Moratorium Report was online. Mayor Wilson said there is a link on the website. He also mentioned the survey results with citizens' input; and Town Hall meetings. Mayor Wilson said these may be put 30 minutes prior to the Work Session; and mentioned breakfast with the Mayor tomorrow. Mr. Murphy asked about the "Plan" presented in the Moratorium Report. Mayor Wilson commented it will be presented after the budget.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:34 p.m.

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Jay Robinson,  
Council President Pro Tempore

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Lisa A. Hanks, MMC  
City Clerk

ORDINANCE NO. \_\_\_\_

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

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

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

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

The property of Todd Roberts generally located at 19870 County Road 13, known as Parcel B, Fairhope, Alabama.

**TAX PPIN: 235434**

**Legal Description:** (Case number ZC 17.10)

COMMENCING FROM A RAILROAD SPIKE AT THE NORTHWEST CORNER OF SECTION 22, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°09'15" WEST A DISTANCE OF 665.70 FEET TO A POINT; THENCE RUN NORTH 89°54'30" EAST A DISTANCE OF 31.25 FEET TO A ½" IRON REBAR WITH CAP (LS10675) ON THE EAST RIGHT-OF-WAY OF COUNTY ROAD 13; THENCE RUN SOUTH 89°37'39" EAST A DISTANCE OF 571.95 FEET TO A ½" IRON REBAR WITH CAP (CA604) FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°37'39" EAST A DISTANCE OF 325.40 FEET TO A ½" IRON REBAR WITH CAP (LS10675); THENCE RUN SOUTH 00°21'45" WEST A DISTANCE OF 140.16 FEET TO A ½" IRON REBAR WITH CAP (LS10675); THENCE RUN NORTH 89°36'17" WEST A DISTANCE OF 324.30 FEET TO A ½" IRON REBAR WITH CAP (CA604); THENCE RUN NORTH 00°05'14" WEST A DISTANCE OF 140.04 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.04 ACRES, MORE OR LESS.

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

**The property is hereby zoned R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope.** 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 27TH DAY OF NOVEMBER, 2017

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

ATTEST:

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





**U.S JUSTICE DEPARTMENT INFORMATION**

- Size of property (acres or square feet) 1.04 Acres
- If property is occupied, give number of housing units \_\_\_\_\_
- Number of Persons residing in each unit, and their race \_\_\_\_\_
- If property is unoccupied, give proposed use Residential
- If property is being developed as a subdivision, give subdivision name \_\_\_\_\_
- Number of lots within proposed subdivision \_\_\_\_\_

I, Pamela Cox Hill a Notary Public in and for said State and County, hereby certify that Jennifer Evans Sanford whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 27 day of July, 2017,

(Seal)

Pamela Cox Hill  
Notary Public

NOTARY PUBLIC  
**PAMELA COX HILL**  
ALABAMA STATE AT LARGE  
My Commission Expires October 2018

My commission expires 10/27/2018

I, Barbara L. Garner a Notary Public in and for said State and County, hereby certify that Jacob Roberts whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this 24<sup>th</sup> day of July, 2017,

(Seal)

Barbara L. Garner  
Notary Public

**BARBARA L. GARNER**  
Notary Public - State of Alabama  
My Commission Expires  
February 20, 2018

My commission expires \_\_\_\_\_

I, \_\_\_\_\_ a Notary Public in and for said State and County, hereby certify that \_\_\_\_\_ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day same bears date.

Given under my Hand and Seal this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_,

(Seal)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

JUL 26 2017  
*B*

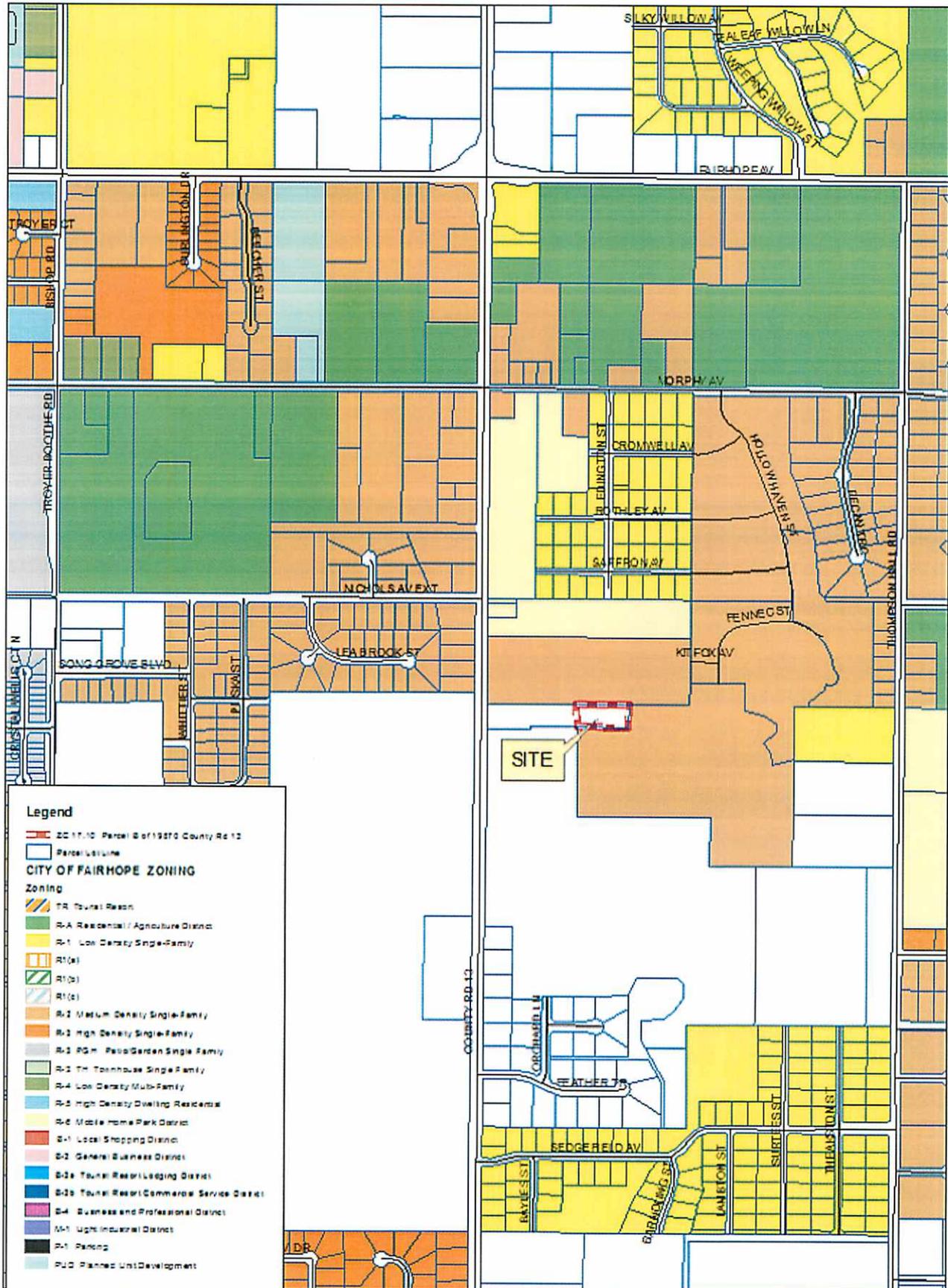
ZC 17.10 Parcel B of 19870 County Rd 13



ZC 17.10 Parcel B of 19870 County Rd 13  
Parcel No. : 46-05-22-0-000-001.681



# ZC 17.10 Parcel B of 19870 County Rd 13



**Legend**

- ZC 17.10 Parcel B of 19870 County Rd 13
- Parcel Outline

**CITY OF FAIRHOPE ZONING**

**Zoning**

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

ZC 17.10 Parcel B of 19870 County Rd 13  
 Parcel No. : 46-05-22-0-000-001.681





# City of Fairhope City Council

Case: ZC 17.10 Parcel "B" of 19870 County Road 13

**Applicant Name:**

Hutchinson, Moore, and  
Rauch, LLC

**Owner:**

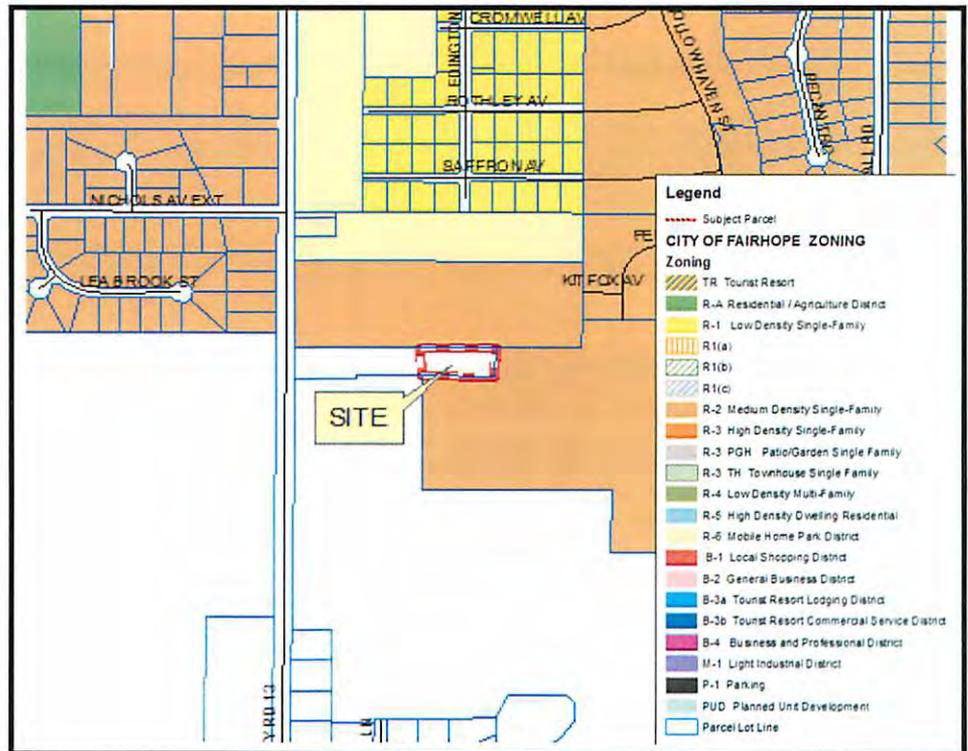
Todd Roberts

**Site Data:**

Number of lots: 1  
Total Acreage: 1.04 +/-

**Project Type:**

Rezoning Request from:  
**Unzoned, Unincorporated  
Baldwin County**  
to  
**R-2 Medium Density Single  
Family**



**PPIN Number:**

235434

**General Location:**

19870 County Road 13  
Approximately 1 mile north of  
Twin Beech Road / CR44

**School District:**

Fairhope Elementary, Middle,  
and High School

**Staff Recommendation:**

Conditional Approval

**PC Recommendation:**

Conditional Approval



**Summary of Request:**

The applicant is seeking concurrent annexation and rezoning of one parcel of approximately 1.04 acres +/- from unzoned Baldwin County to City of Fairhope R-2 Medium Density Single Family. The subject property is located approximately one mile north of Twin Beech Road (Baldwin County Road 44) at 19870 County Road 13. Applicant is further requesting an administrative approval of a common lot line movement that will allow the subject property, identified as Parcel "B" on the plat to be incorporated into Parcel "C" located adjacent to and immediately north of the subject property. Tax Parcel Number 46-05-22-0-000-001.565 will be retained for the unified parcels. Parcel "C" is located in the City of Fairhope and currently zoned R-2 Medium Density Single Family. The parcel immediately east of subject property is zoned City of Fairhope R-2 Medium Density Single Family, and partially envelopes the subject property in a "C" shape. Parcels due south and due west of the subject property are unzoned Baldwin County, however the parcel immediately northwest of subject property west of CR 13 is zoned City of Fairhope R-2 Medium Density Single Family.

**Comments:**

The subject property is a rectangular lot approximately 324' x 140'. The subject property is currently a component of the property at 19870 County Road 13, Tax Parcel number 46-05-22-0-000-001.681. Subject property does not have frontage on CR 13. Site photos below depict the remnant parcel portion of 19870 CR 13 visible from the public right-of-way. The remnant parcel of 19870 CR 13 will remain unzoned Baldwin County. A mobile home is located on the subject property according to the plat of subject property.

**Site Photos:**



19870 CR 13 Looking Northeast



19870 CR 13 Looking East



19870 CR 13 Looking North



19870 CR 13 Looking Southeast

As stated previously, the subject property is located in unzoned, Baldwin County. The requested zoning for the subject property is R-2 Single Family Medium Density.

*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*

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

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

**School Student Analysis:**

The plat of the subject property contains 1 single family lot, pending annexation and rezoning. Applying the student yield factors (SYF) provided by the Baldwin County Board of Education listed

below, the development is expected to generate 0.39 (1 x 0.39) elementary school students, 0.11 (1 x 0.11) middle school students and 0.17 (1 x 0.17) high school students.

Development Name	Application Type	Housing Type	Total Units	Attendance Zone	SYF	Expected Number of Students
	Final Plat for common lot line movement	SF	1	Fairhope Elementary	0.39	0.39
" "	" "	"	"	Fairhope Middle	0.11	0.11
" "	" "	"	"	Fairhope High	0.17	0.17
<b>Total Students</b>						<b>0.67</b>

*Article III. Section B. Allowable Uses*

Excerpt of Table 3-1, Allowable uses, R-2 Zoning District

Zoning District Use Categories / Specific Uses	
<b>Dwelling</b>	
Single-family	●
<b>Civic</b>	
Elementary School	●
Secondary School	●
Education Facility	●
Library	●
Place of Worship	
Cemetery	○
Public Open Space	●
Common Open Space	●
Community Center or Club	○
Public Utility (??)	○
<b>Office</b>	
Home Occupation	⊃
<b>Retail</b>	
<b>Service</b>	
Convalescent or Nursing Home	○
Clinic	○
Outdoor Recreation Facility	○
Day Care	○
<b>Manufacturing</b>	
<b>Rural</b>	

- Permitted subject to general ordinance standards and conditions.
- ⊃ Permitted subject to special conditions listed in the ordinance
- Permitted only on appeal and subject to special conditions

**Zoning History of Nearby Properties:**

Case ZC 06.08 was a request of Cliff Pitman on behalf of Montrose Properties to concurrently annex tax parcels 05-46-05-22-0-000-001.674 and 05-46-05-22-0-000-001.687 from unzoned Baldwin County into the City of Fairhope as well as establish zoning for said parcels as R-2 Medium Density Single Family Residential District. The properties are generally located south of Windmill Road and west of Thompson Hall Road. The Planning Commission recommended approval of the annexation and zoning change at their June 5, 2006 meeting. The City Council adopted the annexation and zoning change on July 10, 2006. The parcels are a component of Fox Hollow Subdivision.

Case no ZC 06.09 was a request of Engineering Development Services, LLC on behalf of Cliff Pitman to rezone property from R-6 Manufactured Home District to R-2 Medium Density Single Family Residential District. The property is generally located south of Morphy Avenue and west of Thompson Hall Road. (Tax Parcel no's 05-46-05-22-0-000-001.602 and 05-46-05-15-0-000-003.554) The Planning Commission recommended approval of the Zoning Change at their June 5, 2006 meeting. The City Council adopted the zoning change on July 10, 2006. The property is a component of Fox Hollow Subdivision.

Case no ZC 16.09 was a request of Dewberry/Preble-Rish, LLC on behalf of Cliff Pitman to rezone property from RA Residential/Agriculture District to R-2 Medium Density Single Family Residential District. The property is located on the east side of County Road 13, just south of Pecan Park and immediately north of the subject property at 19940 County Road 13. (Tax Parcel 05-46-05-22-0-000-001.565) The Planning Commission recommend approval of the zoning change at their November 10, 2016 meeting. The City Council adopted the zoning change at their February 23, 2017 meeting. The property is likely to become a future phase of Fox Hollow Subdivision. As stated previously, subject property will be incorporated into Tax Parcel 05-46-05-22-0-000-001.565 pending administrative approval of a common lot line movement as well as approval of rezoning.

**Fairhope Comprehensive Plan Guidance:**

The subject property is located approximately 1.2 miles southwest of the HWY 181/Fairhope Avenue Village Node, and 1.3 miles southeast of the Greeno Road/Fairhope Avenue Village Node. The subject property does not abut the Village Nodes described above, and given the distance from the Village Nodes to the subject property, there is no conflict of compatibility between the uses.

**Staff Recommendation:**

Staff recommends that the rezoning be **APPROVED** subject to the following conditions:

- 1) Annexation of subject property into the City of Fairhope as adopted by the City Council.
- 2) Administrative approval of a common lot line movement of Parcel "B" and "C" to unify the two parcels into one parcel under Tax Parcel number 46-05-22-0-000-001.565.

**Planning Commission Recommendation:**

On September 5, 2017, the Planning Commission voted unanimously to approve the proposed amendments and forward a **favorable** recommendation to the City Council subject to the following conditions:

- 1) Annexation of subject property into the City of Fairhope as adopted by the City Council.
- 2) Administrative approval of a common lot line movement of Parcel "B" and "C" to unify the two parcels into one parcel under Tax Parcel number 46-05-22-0-000-001.565.

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 Sweetwater Investments, LLC generally located at 20040 State Highway 181, Fairhope, Alabama.

**TAX PPIN: 77292**

**Legal Description:** (Case number ZC 17.08)

LOT 3, OLSEN ACRES SUBDIVISION IN SOUTHWEST QUARTER OF SOUTHWEST QUARTER, SECTION 14, T6S, R2E, RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA IN MAP BOOK 11, PAGE 196.

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

**The property is hereby rezoned from R-2 Medium Density Single Family Residential District to B-4 Business and Professional 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.

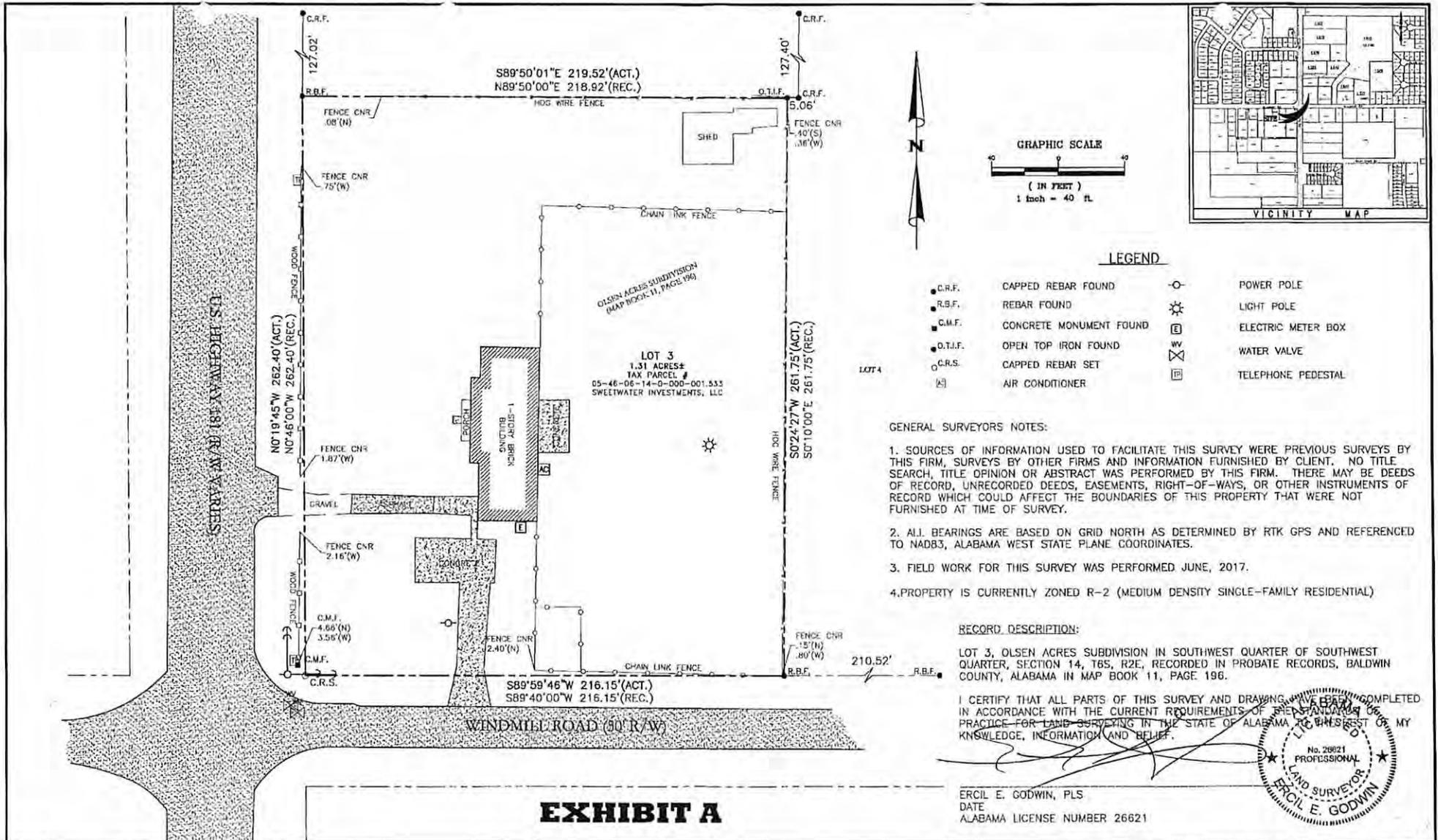
**Effective Date** – This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 27TH DAY OF NOVEMBER, 2017

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

ATTEST:

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



NUMBER:	REVISION:	DATE:	<p>ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT</p> <p>11143 Old Highway 71, Spanish Fort, AL 36527 818 N. Main Street, Wetumpka, AL 36083</p> <p>Phone: (205) 344-7902 Fax: (205) 344-7903</p>	BOUNDARY SURVEY	DECEMBER	SCALE: 1"=40'
				LOT 3, OLSEN ACRES SUBDIVISION	JUNE 27 2017	DATE: JUNE 22, 2017
			SWEETWATER INVESTMENTS, LLC	EG	DRAWN BY: QM	CHECKED BY: EG
						SHEET: 1 OF 1



# City of Fairhope City Council

Case: ZC 17.08 20040 State Highway 181

**Project Name:**  
20040 St. Hwy. 181

**Project Type:**  
Re-zoning to B-4

**Jurisdiction:**  
City of Fairhope Corporate Limits

**Zoning District:**  
R-2

**PPIN Number:**  
77292

**General Location:**  
Located on the northeast corner of the intersection of State Highway 181 and Windmill Road, at 20040 St. Hwy. 181.

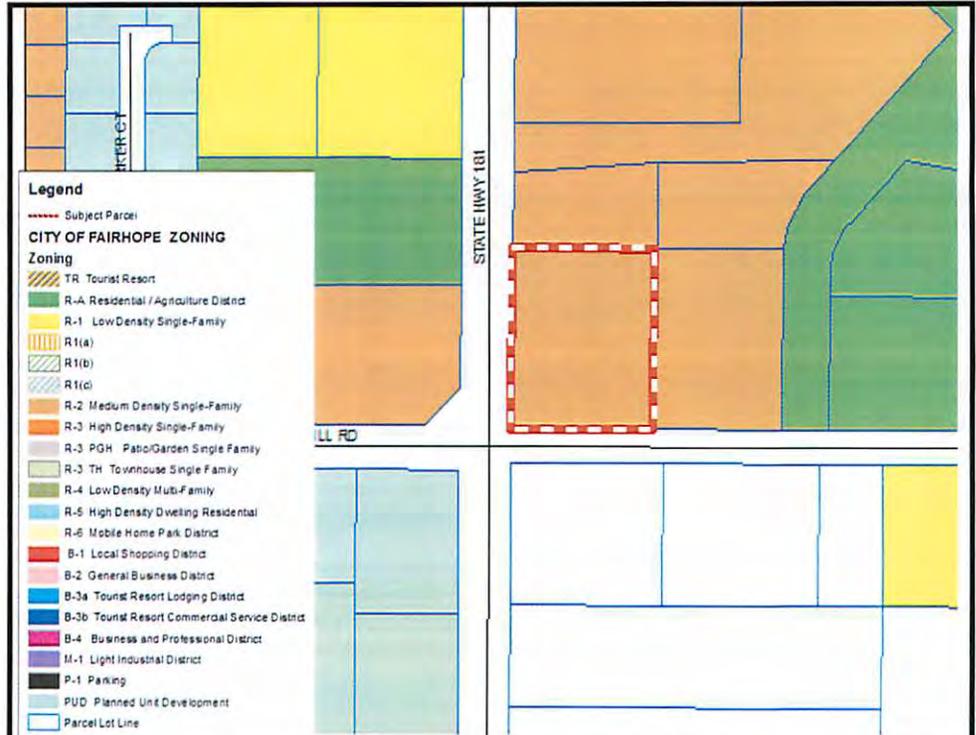
**Engineer:**  
None

**Owner:**  
Todd Boothe and Matt Byrne

**School District:**  
Fairhope School District

**Staff Recommendation:**  
Favorable recommendation

**PC Recommendation:**  
Approve as requested



**Summary of Request:**

Public hearing to consider the request of Sweetwater Investments, LLC to rezone property from R-2 Medium Density Family Residential District to B-4 Business and Professional District. The property is located at the northeast corner of the intersection of State Highway 181 and Windmill Road, at 20040 St. Hwy. 181.

**Comments:**

The subject property is approximately 1.31 acres in size. The subject property is zoned R-2 (Medium Density Single-Family Residential).

***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. Dimension Standards

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre (UPA)	Min. Lot Width	Setbacks				Max. total lot coverage by principle structure	Max. height
			Front	Rear	Side	Street side		
R-2	10,500 s.f./ -	75'	35'	35'	10' <sup>b</sup>	20'	37%	30' <sup>a</sup>

The requested zoning for the subject property is B-4. ***B-4 Business and Professional District: This district is intended to provide opportunity for business establishments of a professional nature and is restricted to offices and businesses, which provide specific corporate functions or professional services to the general public.***

Article III. C. Dimensional Standards

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre (UPA)	Min. Lot Width	Setbacks				Max. total lot coverage by principle structure	Max. height
			Front	Rear	Side	Street side		
B-4	None/ -	none	20'	20'	10'			30' <sup>1</sup>

**Article IX Definitions and Interpretation B. Defined Uses:  
Office Use Category**

***The Office Use Category consists of the use of buildings for administrating the business of professional firms, organizations, or government, whose products or services are of the nature that generally do not involve the frequent and intensive interactions with clients, customers, or patrons on the premises, and where delivery of the product does not necessarily need to occur on the premises.***

- a. ***General – any building used for the administrative affairs of a firm, organization or government.***
- b. ***Professional – a building occupied by a profession and offering professional services to clients, customers, or patrons which may involve occasional on-site contact with clients, customers or patrons. Examples include architect, accountant, real estate, engineer, lawyer, or other similar professions.***

- c. **Home Occupation – an operation for gain or support conducted only by members of a family residing on the premises limited in its use and not in a manner detrimental to the character of the surrounding neighborhood.**

The allowable uses in the B-4 Business and Professional District:

Zoning District	
Uses Categories / Specific Uses	B-4
Dwelling	
Single-family	●
Two-family	
Townhouse	□
Patio Home	
Multiple-family / Apartment	
Manufactured Home	
Mixed-use	●
Accessory Dwelling	□
Estate	
Civic	
Elementary School	●
Secondary School	●
Education Facility	●
Library	●
Place of Worship	
Cemetery	
Hospital	○
Public Open Space	●
Common Open Space	●
Community Center or Club	
Public Utility (??)	
Office	
General	●
Professional	●
Home Occupation	□
Retail	
Grocery	
Convenience Store	
General Merchandise	
Shopping Center	
Automobile Service Station	
Outdoor Sales Limited	
Outdoor Sales Lot	
Garden Center	
Service	
Convalescent or Nursing Home	○
Clinic	
Outdoor Recreation Facility	○
Day Care	○

General Personal Services	
Mortuary or Funeral Home	○
Automobile Repair	
Indoor Recreation	
Dry Cleaner / Laundry	
Personal Storage	□
Bed & Breakfast	
Hotel / Motel	
Boarding House or Dormitory	●
Recreational Vehicle Park	
Restaurant	
Bar	
Entertainment Venue	
Marina	
Kennel or Animal Hospital	
Warehouse	
Junk Yard or Salvage Yard	
Manufacturing	
Limited	○
Light	

The surrounding properties are zoned as follows:

- North: R-2,
- South: Unzoned,
- East- R-2, West: R-2

Other zoning designations within the immediate vicinity include: R-A (Residential/Agricultural District), PUD (office use), and R-1 (Low Density Single-Family Residential District).

**Site Photos:**



View of the subject property from the southeast (Highway 27 Grill Parking area)



View of the Subject Property from the northwest.



View of the Subject Property from the southwest corner of the intersection (PUD Parcel)

**Current businesses in the area:** The businesses in the general area include a restaurant (Hwy 27 Grill) and some Law and Business offices on the southwest corner of the intersection and surrounding residential properties R-1, R-2 and R-A.

**Zoning History:** Just south of Wal-Mart, a parcel was re-zoned to B-4 on February 23, 2014, for the purposes of a dental office, Advanced Dental Office. The site plan was approved in August 2015.

The property on the southwest corner of Windmill Road was rezoned PUD (Moorehaven PUD) in 2003. The PUD was initially addressed as an informal review and received positive feedback from Planning Commission. According to the minutes from Planning Commission meeting regarding this development, multi-family and only B-4 uses will be allowed. The PUD approved included a gravel parking lot, two offices on front and 7 duplex units in the rear. The two office buildings were required to have a 2-sided front so the back of the building did not face Windmill Road. The building height was limited to a maximum building height of 30 feet measured as defined in the Zoning Ordinance. The Lot coverage was limited as follows: Lot 1 impervious area to be 13.2%. Lot 2 impervious area to be 13.1%. Duplex lot impervious area to be 17.8%. The application passed unanimously through Planning Commission on September 2, 2003 and through City Council on Monday October 13, 2003.

Another PUD, Ellington Place was located at Parker Court, near Elanor Drive. This PUD was approved in August 2003. It is a residential PUD with reduced setbacks and a higher building footprint than typically allowed in an R-2 residential zone. Discussion in the staff cover letter states that the "Density allowed at this location may not be a bad buffer from the impacts of 27, if it develops residentially or commercially." The original PUD (approved on September 22, 2003) was proposed with storm water injection wells. ADEM would not approve this method of handling storm water so the applicant came back before Planning and Zoning in 2004 for a PUD amendment change to alter the layout of the subdivision to reduce the number of lots, and to move the storm water pond to the common area. The PUD amendment was passed through Planning Commission on October 11, 2004.

**Fairhope Comprehensive Plan Guidance:** The subject property is located between the Fairhope Avenue/Hwy 181 Village Node and the commercial node at Twin Beech Road and Hwy 181. The property is located approximately one-quarter of the way between Walmart (Hwy 181 Village Node) and the commercial node at the intersection of Twin Beech Road and Highway 181. Highway 181 is a well-traveled main thorough fare. There are currently commercial activities on two of the existing street corners with the remaining two residents up for sale at the other corners. 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-4 zoning which is contiguous to an existing unzoned commercial (Hwy. 27 Grill restaurant) parcel, which would not present any leap frog commercial development. Therefore, the application is consistent with the Comprehensive Plan in that it is a reduced level of contiguous commercial zoning between two nodes and compatible surrounding businesses.

**Staff Recommendation:**

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 August 7, 2017, the Planning Commission voted unanimously to approve the proposed rezoning and forward a **favorable** recommendation to the City Council.

ORDINANCE NO. \_\_\_\_

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, is changed and altered as described below;

**WHEREAS**, the City of Fairhope Planning Commission directed the Planning Department to prepare amendments to our Zoning Ordinance; and,

**WHEREAS**, the proposed amendments relate to measuring of building height; and,

**WHEREAS**, after the appropriate public notice and hearing of ZC 17.12, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA;**

1. **THAT**, Article IX, Section C. Definitions, Building, Height be hereby amended to read as follows:

*Building, Height: The vertical distance measured from the average natural elevation of the lot to the mean point of the roof of the building.*

**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 27TH DAY OF NOVEMBER, 2017

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

ATTEST:

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

# MEMO

Date: October 11, 2017

To: Fairhope City Council

From: Wayne Dyess, AICP

Planning Director

Re: ZC 17.12 Building Height Definition Amendment

\*\*\*\*\*

The City of Fairhope Zoning Ordinance currently defines the building height as:

***Article IX. Section C. Building, Height: The vertical distance measured form the average natural elevation of the lot at the front of the building to the height point of the roof.***

The purpose of this amendment is to provide continuity between the Zoning Ordinance and the Building Code.

The proposed amendment shall read:

***Building, Height: The vertical distance measured from the average natural elevation of the lot ~~at the front of the building~~ to the highest mean point of the roof of the building.***

**Planning Commission Recommendation:**

On September 5, 2017, the Planning Commission voted unanimously to approve the proposed amendment and forward a **favorable** recommendation to the City Council.

ORDINANCE NO. \_\_\_\_

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, is changed and altered as described below;

**WHEREAS**, the City of Fairhope Planning Commission directed the Planning Department to prepare amendments to our Zoning Ordinance; and,

**WHEREAS**, the proposed amendments relate to the Central Business District; and,

**WHEREAS**, after the appropriate public notice and hearing of ZC 17.11, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA;**

1. **THAT**, Article V, Section B. Central Business District Overlay, be hereby amended to read as follows:

**B. CBD – Central Business District Overlay**

1. **Intent** – The Central Business District overlay is intended to preserve downtown Fairhope as the “Regional Village Center” and focal point for the City. The CBD overlay shall provide an environment for shopping, restaurant and entertainment, cultural and artistic institutions, offices, governmental functions, and residential uses. The CBD is intended to have a unique character in the City and serve the entire community by:
  - generating high levels of pedestrian and bicycle traffic;
  - providing a mix of uses;
  - create a focal point for activities throughout the City;
  - link to adjacent areas and areas throughout the City through a variety of modes of transportation;
  - strengthen non-automobile connections to adjacent neighborhoods;
  - buffer surrounding neighborhoods from any adverse impacts of activities in the CBD; and
  - provide small parks and trails.
2. **Location and Size** – The CBD overlay includes: From the southeast corner of the intersection of Oak Avenue and N. Church Street run east along the south side of Oak Avenue to a point on the east side of N. Section Street; one parcel on the north side of Oak Avenue from N. Section to the east end of Oak Avenue; one parcel on the east side of N. Bancroft Street from the north side of Oak Avenue to a point on the south side of Pine Avenue and along the east property line one parcel east of N. Bancroft Street; thence run east along the north property line of one parcel to a point; thence run south along the east property line to the south side of Equality Street; the west side of N. School Street from Equality Street to the south side of Stimpson Avenue; the south side of Stimpson Avenue to the east end of Stimpson Avenue; south to a point on the south side of Fairhope Avenue that is one parcel west of Mershon Street; one parcel on the south side of Fairhope Avenue from one parcel west of Mershon Street to the west side of S. School Street; to a point one parcel south of Morphy Avenue on the west of S. School Street; south to the west end of the unopened portion of right-of-way of Fels Avenue; along the north side of Fels Avenue from the northwest corner of the intersection of Fels Avenue and Oswalt Street to a point at the northeast corner of Fels Avenue and S. Church Street; north one parcel to a point one parcel south of Morphy Avenue; west to a point two lots west of S. Church Street; north to the north side of Morphy Avenue west to the northeast corner of the intersection of Morphy Avenue and S. Summit Street; along the east side of Summit Street to the southeast corner of the intersection of N. Summit Street and Magnolia Avenue; along the south side of Magnolia Avenue to the southeast corner of the intersection of Magnolia Avenue and N. Church Street; along the east side of N. Church Street to the southeast corner of the intersection of N. Church Street and Oak Avenue.

3. **Uses** – All uses permitted in the underlying zoning district are allowed in the CBD Overlay, provided that uses of property shall meet the intent of the Comprehensive Plan and Section E.1 of this Article. Any future rezoning in the CBD overlay may be conditioned so that the goals and intent of the Comprehensive Plan and Article V., Section B.1. of the Zoning Ordinance are achieved.
  
4. **Dimension Standards** – All dimension standards for the underlying districts shall apply in the CBD overlay except as follows:
  - a. Non-residential buildings in the CBD shall be built at the right-of-way line, unless a courtyard, plaza or other public open space is proposed.
  - b. No side-setback is required for non-residential buildings in the CBD, except that corner lots shall have the same building line on the side street as is on the front street.
  - c. Building heights for all structures shall not exceed 40 feet or 3 stories.
  - d. **Parking** –
    - (1) No parking is required for non-residential uses in the CBD. If parking is provided, it shall be located behind the building, screened from public rights-of-way, and have a direct pedestrian connection to the primary building entrance of the public right-of-way.
    - (2) Dwelling units in the CBD shall provide the required parking. It shall be located behind the building, screened from public rights-of-way, and have a direct pedestrian connection to the primary building entrance of the public right-of-way.
    - (3) Residential and office is encouraged on the upper floors of buildings; lower floors are encouraged to be retail or restaurants.
  - e. Sidewalks shall be a minimum of eight feet (8') in width for all new construction. This may be reduced, through the site plan approval process, upon satisfactorily demonstrating to the City Council that streetscape improvements constrain the site to the extent that eight feet (8') is not feasible. In no case shall the sidewalk width be less than six feet (6') in width. A written request must be made with accompanying justification statement and drawings for consideration of reduction in sidewalk width.

**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.

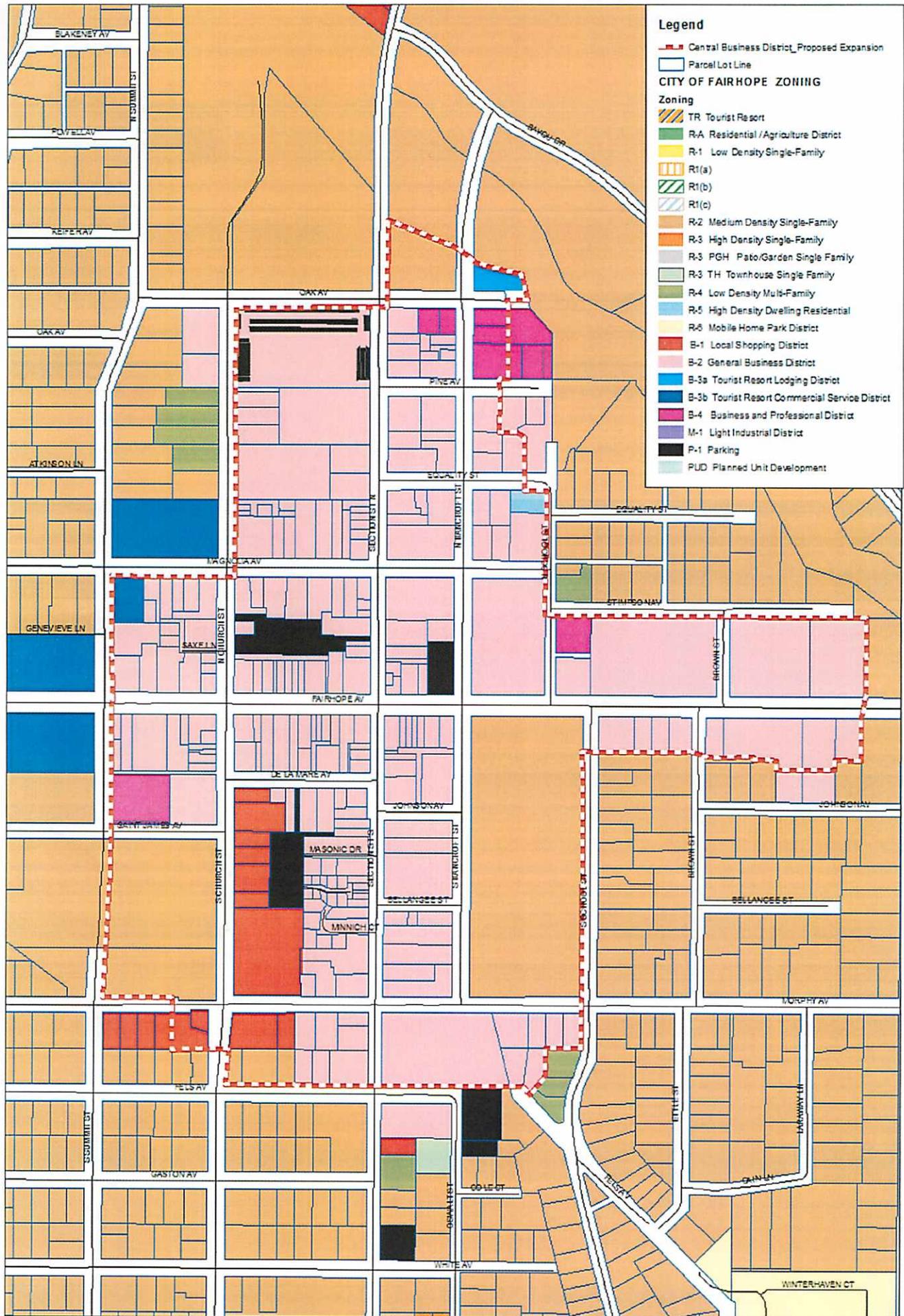
ADOPTED THIS 27TH DAY OF NOVEMBER, 2017

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

ATTEST:

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

# Proposed Expansion



0 250 500 1,000 Feet





1 City of Fairhope Zoning Ordinance

2 Article V.

3 B. CBD – Central Business District Overlay

4 1. Intent – The Central Business District overlay is intended to preserve downtown Fairhope as  
5 the “Regional Village Center” and focal point for the City. The CBD overlay shall provide an  
6 environment for shopping, restaurant and entertainment, cultural and artistic institutions,  
7 offices, governmental functions, and residential uses. The CBD is intended to have a unique  
8 character in the City and serve the entire community by:

- 9 • generating high levels of pedestrian and bicycle traffic;
- 10 • providing a mix of uses;
- 11 • create a focal point for activities throughout the City;
- 12 • link to adjacent areas and areas throughout the City through a variety of modes of  
13 transportation;
- 14 • strengthen non-automobile connections to adjacent neighborhoods;
- 15 • buffer surrounding neighborhoods from any adverse impacts of activities in the CBD; and
- 16 • provide small parks and trails.

17 2. Location and Size – The CBD overlay includes: ~~From one lot back (along the rear property~~  
18 ~~line) from the South side of Morphy Avenue to one lot back from the North side of Oak Street~~  
19 ~~and from one lot back from the East side of Bancroft Street to one lot back from the West side~~  
20 ~~of Church Street. From the southeast corner of the intersection of Oak Avenue and N. Church~~  
21 ~~Street run east along the south side of Oak Avenue to a point on the east side of N. Section~~  
22 ~~Street; one parcel on the north side of Oak Avenue from N. Section to the east end of Oak~~  
23 ~~Avenue; one parcel on the east side of N. Bancroft Street from the north side of Oak Avenue to~~  
24 ~~a point on the south side of Pine Avenue and along the east property line one parcel east of N.~~  
25 ~~Bancroft Street; thence run east along the north property line of one parcel to a point; thence~~  
26 ~~run south along the east property line to the south side of Equality Street; the west side of N.~~  
27 ~~School Street from Equality Street to the south side of Stimpson Avenue; the south side of~~  
28 ~~Stimpson Avenue to the east end of Stimpson Avenue; south to a point on the south side of~~  
29 ~~Fairhope Avenue that is one parcel west of Mershon Street; one parcel on the south side of~~  
30 ~~Fairhope Avenue from one parcel west of Mershon Street to the west side of S. School Street;~~  
31 ~~to a point one parcel south of Morphy Avenue on the west of S. School Street; south to the~~  
32 ~~west end of the unopened portion of right-of-way of Fels Avenue; along the north side of Fels~~  
33 ~~Avenue from the northwest corner of the intersection of Fels Avenue and Oswalt Street to a~~  
34 ~~point at the northeast corner of Fels Avenue and S. Church Street; north one parcel to a point~~  
35 ~~one parcel south of Morphy Avenue; west to a point two lots west of S. Church Street; north to~~  
36 ~~the north side of Morphy Avenue west to the northeast corner of the intersection of Morphy~~

CODING: Underscore indicates additions; ~~strikethrough~~ indicates deletions.

37 Avenue and S. Summit Street; along the east side of Summit Street to the southeast corner of  
38 the intersection of N. Summit Street and Magnolia Avenue; along the south side of Magnolia  
39 Avenue to the southeast corner of the intersection of Magnolia Avenue and N. Church Street;  
40 along the east side of N. Church Street to the southeast corner of the intersection of N. Church  
41 Street and Oak Avenue.

42 3. Uses – All uses permitted in the underlying zoning district are allowed in the CBD Overlay,  
43 provided that uses of property shall meet the intent of the Comprehensive Plan and Section E.1  
44 of this Article. Any future rezoning in the CBD overlay may be conditioned so that the goals and  
45 intent of the Comprehensive Plan and Article V., Section B.1. of the Zoning Ordinance are  
46 achieved.

47 4. Dimension Standards – All dimension standards for the underlying districts shall apply in the  
48 CBD overlay except as follows:

49 a. Non-residential buildings in the CBD shall be built at the right-of-way line, unless a courtyard,  
50 plaza or other public open space is proposed.

51 b. No side-setback is required for non-residential buildings in the CBD, except that corner lots  
52 shall have the same building line on the side street as is on the front street.

53 c. Building heights for all - structures shall not exceed 40 feet or 3 stories.

54 ~~i. Non-residential structures shall not exceed 35 feet.~~

55 d. Parking -

56 (1) No parking is required for non-residential uses in the CBD. If parking is provided, it shall be  
57 located behind the building, screened from public rights-of-way, and have a direct pedestrian  
58 connection to the primary building entrance of the public right-of-way.

59 ~~(2) Dwelling units in the CBD shall provide the required parking. It shall be located behind the~~  
60 ~~building, screened from public rights of way, and have a direct pedestrian connection to the~~  
61 ~~primary building entrance of the public right of way.~~

62 (3) Residential and office is encouraged on the upper floors of buildings; lower floors are  
63 encouraged to be retail or restaurants.

64 e. Sidewalks shall be a minimum of eight feet (8') in width for all new construction. This may be  
65 reduced, through the site plan approval process, upon satisfactorily demonstrating to the City  
66 Council that streetscape improvements constrain the site to extent that eight (8') is not  
67 feasible. In no case shall the sidewalk width be less than six (6') in width. A written request  
68 must be made with accompanying justification statement and drawings for consideration of  
69 reduction in sidewalk width.

# MEMO

Date: October 11, 2017

To: Fairhope Planning Commission

From: Wayne Dyess, AICP

Planning Director

Re: ZC 17.11 Central Business District (CBD) Amendments

\*\*\*\*\*

## Central Business District Expansion

The CBD has been the historic center of Fairhope dating back to the Single Tax Colony. It historically served as the center of economic, social, cultural, civic, and political life of Fairhope. Through growth in population in and around Fairhope as well new roads and thoroughfares leading to more auto oriented development, demand for additional commercial centers have developed. This development pattern can best be described as the multiple nuclei concept and sub nuclei concept<sup>1</sup>. This concept helps explain city development beginning in a CBD and, based on growth, expanding to other commercial centers. The CBD serves as the dominant nuclei but over time other sub nuclei develop. This theory enjoins the village concept outlined in the Fairhope Comprehensive Plan. Downtown Fairhope Village Core (CBD) is the dominant village and the social, cultural, civic and political center of Fairhope and the other village nodes serve as "sub villages". The nature and purposes of the "sub villages" is very different and distinct from the Downtown and do not compete for social, cultural, civic or political status. They are much more utilitarian from a commercial service perspective and lack the focus of community activities that Downtown has.

Modern urban design concepts and development is focused on walkable communities and connectivity with less dependence on the automobile. When defining walkability and connectivity, a pedestrian shed analysis is used. A "pedestrian shed," is the distance that can be covered in five minutes at a normal walking pace of an average person.<sup>2</sup> This 5-minute walk equates to approximately 0.25 miles or 1,320 linear feet measured from the town center or neighborhood center<sup>3</sup>. The pedestrian shed has large impact on how to design neighborhoods

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<sup>1</sup> <https://planningtank.com/settlement-geography/multiple-nuclei-model-1945-harris-ullman-model>

<sup>2</sup> <https://www.cnu.org/publicsquare/2017/02/07/great-idea-pedestrian-shed-and-5-minute-walk>

<sup>3</sup> [http://pedshed.net/?page\\_id=5](http://pedshed.net/?page_id=5)

and building complete communities. Pedestrian sheds are useful tool in defining neighborhoods and compact and pedestrian walkable centered development.

Staff reviewed the pedestrian shed for the Fairhope Central Business District for a better understanding of appropriate size and boundaries and on how this concept may impact downtown development and proposed expansions of the CBD. The pedestrian shed for downtown Fairhope was measured in a radial fashion with the center being the intersection of Fairhope Avenue and Section Street. The results were mapped (see figure 1.) and compared to the current and proposed CBD boundaries. The proposed CBD changes indicates that each parcel in the proposed CBD will intersects with the pedestrian shed. Other villages defined by the Comprehensive Plan were mapped to show each's pedestrian shed and the proximity to each other. Therefore, staff feels that the slight alteration in size of the CBD east of School Street to Mershon Street for parcels fronting Fairhope Avenue, taking in four parcels at the corner of School Street and Equality Street, and four parcels at the corner of Fels Avenue and Section Street are in keeping with intent of the CBD and functional urban design of the CBD.

Figure 1.

Downtown Fairhope Pedestrian Shed

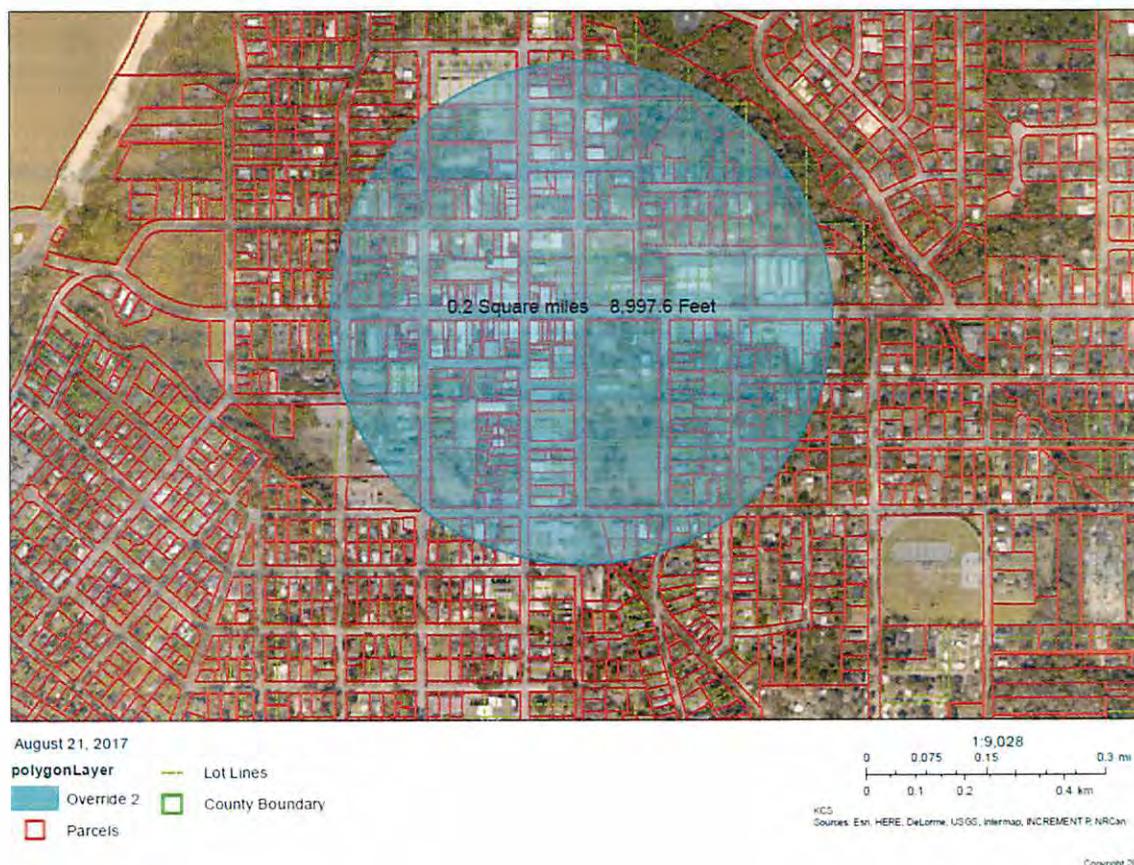
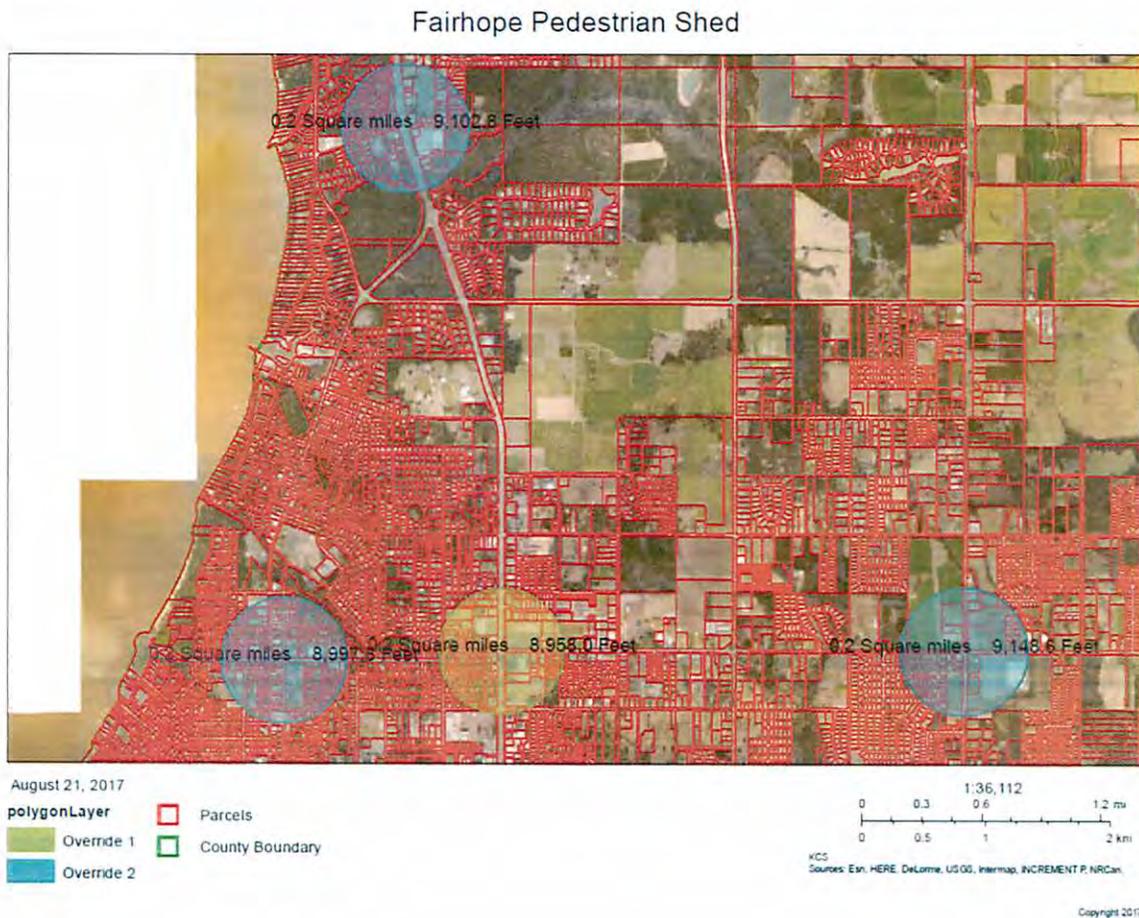


Figure 2.



### Alteration of Height in the CBD and Mixed Use

The current ordinance allows for a maximum height for non-residential structures (commercial) of 35'. The building height and the method of defining building height limits the architectural style of buildings within the CBD which inhibits mixed use potential re-investment.

Dwelling units in the CBD must provide the required parking (1 space for mixed use dwelling) on site. Most developed sites in the CBD do not have space or configuration to provide parking on site for residential use, thereby inhibiting mixed use downtown. Parking for non-residential is not required. However, the current CBD ordinance says "Residential and office is encouraged on the upper floors of buildings; lower floors are encouraged to be retail or restaurants."<sup>4</sup> Staff feels that additional measures are needed to follow through with this measure due to the constraints of existing development downtown. Additionally, the City is working to ensure that

<sup>4</sup> Fairhope Zoning Ordinance, Article V. Section B (3). Page 50.

the existing parking deck downtown is fully utilized (top 2 floors are rarely full) through a proper signage wayfinding program.

The City has provided methods to incentivize re-investment downtown. However, significant barriers still exist such as mixed use parking and building height.

The goal for the CBD or “downtown” is insure its continued viability as the center of the City from an economic, social, cultural, civic, and political perspective. To do so, we must encourage redevelopment and re-investment downtown. Mixed use residential projects in particular, bring people and activity downtown on a consistent basis throughout the day. It is staff’s position that the proposed amendments for the CBD will further this goal.

**Planning Commission Recommendation:**

On September 5, 2017, the Planning Commission voted unanimously to approve the proposed amendments and forward a favorable recommendation to the City Council.

ORDINANCE NO. \_\_\_\_

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

The ordinance known as the Zoning Ordinance (No. 1253), adopted 27 June 2005, is changed and altered as described below;

**WHEREAS**, the City of Fairhope Planning Commission directed the Planning Department to prepare amendments to our Zoning Ordinance; and,

**WHEREAS**, the proposed amendments relate to the Central Business District; and,

**WHEREAS**, after the appropriate public notice and hearing of ZC 17.11, the Planning Commission of the City of Fairhope, Alabama has forwarded a favorable recommendation;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA;**

1. **THAT**, Article V, Section B. Central Business District Overlay, be hereby amended to read as follows:

**B. CBD – Central Business District Overlay**

1. **Intent** – The Central Business District overlay is intended to preserve downtown Fairhope as the “Regional Village Center” and focal point for the City. The CBD overlay shall provide an environment for shopping, restaurant and entertainment, cultural and artistic institutions, offices, governmental functions, and residential uses. The CBD is intended to have a unique character in the City and serve the entire community by:
  - generating high levels of pedestrian and bicycle traffic;
  - providing a mix of uses;
  - create a focal point for activities throughout the City;
  - link to adjacent areas and areas throughout the City through a variety of modes of transportation;
  - strengthen non-automobile connections to adjacent neighborhoods;
  - buffer surrounding neighborhoods from any adverse impacts of activities in the CBD; and
  - provide small parks and trails.
2. **Location and Size** – The CBD overlay includes: From the southeast corner of the intersection of Oak Avenue and N. Church Street run east along the south side of Oak Avenue to a point on the east side of N. Section Street; one parcel on the north side of Oak Avenue from N. Section to the east end of Oak Avenue; one parcel on the east side of N. Bancroft Street from the north side of Oak Avenue to a point on the south side of Pine Avenue and along the east property line one parcel east of N. Bancroft Street; thence run east along the north property line of one parcel to a point; thence run south along the east property line to the south side of Equality Street; the west side of N. School Street from Equality Street to the south side of Stimpson Avenue; the south side of Stimpson Avenue to the east end of Stimpson Avenue; south to a point on the south side of Fairhope Avenue that is one parcel west of Mershon Street; one parcel on the south side of Fairhope Avenue from one parcel west of Mershon Street to the west side of S. School Street; to a point one parcel south of Morphy Avenue on the west of S. School Street; south to the west end of the unopened portion of right-of-way of Fels Avenue; along the north side of Fels Avenue from the northwest corner of the intersection of Fels Avenue and Oswalt Street to a point at the northeast corner of Fels Avenue and S. Church Street; north one parcel to a point one parcel south of Morphy Avenue; west to a point two lots west of S. Church Street; north to the north side of Morphy Avenue west to the northeast corner of the intersection of Morphy Avenue and S. Summit Street; along the east side of Summit Street to the southeast corner of the intersection of N. Summit Street and Magnolia Avenue; along the south side of Magnolia Avenue to the southeast corner of the intersection of Magnolia Avenue and N. Church Street; along the east side of N. Church Street to the southeast corner of the intersection of N. Church Street and Oak Avenue.

3. **Uses** – All uses permitted in the underlying zoning district are allowed in the CBD Overlay, provided that uses of property shall meet the intent of the Comprehensive Plan and Section E.1 of this Article. Any future rezoning in the CBD overlay may be conditioned so that the goals and intent of the Comprehensive Plan and Article V., Section B.1. of the Zoning Ordinance are achieved.
  
4. **Dimension Standards** – All dimension standards for the underlying districts shall apply in the CBD overlay except as follows:
  - a. Non-residential buildings in the CBD shall be built at the right-of-way line, unless a courtyard, plaza or other public open space is proposed.
  - b. No side-setback is required for non-residential buildings in the CBD, except that corner lots shall have the same building line on the side street as is on the front street.
  - c. Building heights for all structures shall not exceed 40 feet or 3 stories.
  - d. Parking –
    - (1) No parking is required for non-residential uses in the CBD. If parking is provided, it shall be located behind the building, screened from public rights-of-way, and have a direct pedestrian connection to the primary building entrance of the public right-of-way.
    - (2) Residential and office is encouraged on the upper floors of buildings; lower floors are encouraged to be retail or restaurants.
  - e. Sidewalks shall be a minimum of eight feet (8') in width for all new construction. This may be reduced, through the site plan approval process, upon satisfactorily demonstrating to the City Council that streetscape improvements constrain the site to the extent that eight feet (8') is not feasible. In no case shall the sidewalk width be less than six feet (6') in width. A written request must be made with accompanying justification statement and drawings for consideration of reduction in sidewalk width.

**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 13TH DAY OF NOVEMBER, 2017

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

ATTEST:

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

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

**AN ORDINANCE TO AMEND ORDINANCE NO. 1266  
AND FAIRHOPE CODE OF ORDINANCES:  
ARTICLE VI, GARBAGE AND TRASH  
COLLECTION AND DISPOSAL, SECTION 21-75 (a)**

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

Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article VI,  
Section 21-75 (a), is hereby amended to reflect the following changes:

In the exercise of the police power of the City and for the purpose of enabling the City to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the City which rates will increase \$1.00 per year for three consecutive years beginning 2018 and shall go into effect on the first billing cycle after January 1st of each year beginning January 2018 ending with January 2020 (All customers: residential and commercial).

Balance of Section 21-75 remains as written and codified.

Section 2. The above amended garbage rates shall go into effect on the first billing cycle after 1 January 2018.

Section 3. Ordinance No. 1044 is hereby repealed; and Ordinance No. 1266 is hereby amended as stated above.

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

ADOPTED THIS 27TH DAY OF NOVEMBER, 2017

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

ATTEST:

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

Sec. 21-75. - Rates.

(a) In the exercise of the police power of the city and for the purpose of enabling the city to perform a governmental function, there is hereby fixed the following garbage service fees for every occupant within the city:

- (1) *Residential occupant: Monthly Fee*  
 Single-family dwellings, curbside ..... \$12.80  
  
 Apartment houses, per living unit, curbside ..... 12.80  
  
 House trailers, per trailer, curbside ..... 12.80  
  
 Backdoor service for above ..... 20.00

(2) *Nonresidential occupants:* Each entity classified as a nonresidential occupant shall be limited to one (1) sixty-four-gallon container per weekly pickup. Any occupant needing more than one (1) sixty-four-gallon container may use approved ninety-six-gallon containers.

Container	Service per Week	Monthly Rate
1 64-gal	1	\$15.55
1 64-gal	2	15.55
1 64-gal	3	24.70
1 64-gal	4	31.00
1 64-gal	5	37.10
1 96-gal	2	17.25
1 96-gal	3	28.00
1 96-gal	4	35.30
1 96-gal	5	42.65

These rates will apply for not less than six-month intervals. If more than one (1) ninety-six-gallon container is required, rates will be multiplied by number of containers needed.

- (b) Nothing shall prevent an occupant from contracting for garbage service with other licensed collectors within the city; however, the minimum monthly charge must be paid the city by every occupant.
- (c) Acquiring garbage containers. Newly annexed properties or newly built homes may acquire a garbage container by contacting the utilities department at city hall and paying a deposit fee set by the current deposit rate. At time of turning utilities on and paying deposits, residents may sign up for a forty-eight-gallon, sixty-four-gallon, and ninety-six-gallon container. The container will have an assigned serial number to the particular address.
- (d) Alleyway services. Garbage may be serviced in alleyways but may incur additional charges if the alleys or containers are not accessible to the automated garbage truck. Rates in these areas could be higher if a special truck is needed to service garbage.

(Code 1962, §§ 10-4, 10-5; Ord. No. 478, §§ 2, 3, 12-13-71; Ord. No. 525, §§ 2, 3, 2-11-74; Ord. No. 785, §§ 1, 2, 3-23-87; Ord. No. 827, § 1, 2-13-89; Ord. No. 845, § 1, 10-9-89; Ord. No. 857, § 1, 6-7-90; Ord. No. 878, § 4, 5-13-91; Ord. No. 927, § 1, 3-22-93; Ord. No. 1044, § 1, 2-8-99; Ord. No. 1266, § 1, 9-26-05; Ord. No. 1296, 3-9-06)

**ORDINANCE NO. 1266**

AN ORDINANCE TO AMEND CODE OF ORDINANCE.  
AMENDING ORDINANCE NO. 1044 ARTICLE VI, GARBAGE AND TRASH  
COLLECTION AND DISPOSAL, SECTION 21-75: RATES.

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

Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article VI, Section 21-75, is hereby amended to reflect the following Garbage Rates:

<u>RESIDENTIAL</u>	<u>PER MONTH</u>
Single Family	\$ 12.80
Apartment House	\$ 12.80
House Trailer	\$ 12.80
Backdoor Service	\$ 20.00

**NONRESIDENTIAL**

<u>Container</u>	<u>Service/week</u>	<u>Monthly Rate</u>
2 30-gal	1	\$15.55
2 30-gal	2	\$15.55
2 30-gal	3	\$24.70
2 30-gal	4	\$31.00
2 30-gal	5	\$37.10
1 90-gal	2	\$17.25
1 90-gal	3	\$28.00
1 90-gal	4	\$35.30
1 90-gal	5	\$42.65

Balance of Section 21-75 remains as written, amount of rates amended only.

Section 2. The above amended garbage rates shall go into effect on the first billing cycle after 1 October 2005.

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

ADOPTED THIS 26<sup>th</sup> DAY OF September, 2005.

ORDINANCE NO. 1044

AN ORDINANCE TO AMEND CODE OF ORDINANCE.  
AMENDING ORDINANCE NO. 927 ARTICLE VI, GARBAGE AND TRASH  
COLLECTION AND DISPOSAL, SECTION 21-75: RATES.

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

Section 1. The Code of Ordinance, City of Fairhope, Alabama, Article VI, Section  
21-75, is hereby amend to reflect the following Garbage Rates:

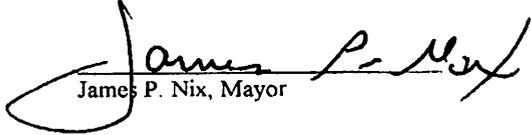
<u>RESIDENTIAL</u>		<u>PER MONTH</u>
Single Family		\$ 7.80
Apartment House		\$ 7.80
House Trailer		\$ 7.80
Backdoor Service		\$15.00
 <u>NONRESIDENTIAL</u>		
<u>Container</u>	<u>Service/week</u>	
2 30-gal	1	\$10.55
	2	\$10.55
	3	\$19.70
	4	\$26.00
	5	\$32.10
1 90-gal	2	\$12.25
	3	\$23.00
	4	\$30.30
	5	\$37.65

Balance of Section 21-75 remains as written, amount of rates amended only.

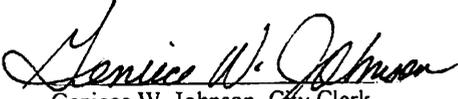
Section 2. The above amended garbage rates shall go into effect on the first billing  
cycle after 1 March 1999.

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

ADOPTED THIS 08<sup>TH</sup> DAY OF FEBRUARY, 1999.

  
James P. Nix, Mayor

Attest:

  
Geniece W. Johnson, City Clerk

Ord. No. 1044 Published in:  
THE FAIRHOPE COURIER  
on February 13, 1999  
Sh 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 approves the procurement of Neptune Water Meters for the Water Department from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The number of units is 72 Meters at \$175.00 per unit at a cost not to exceed \$12,600.00.

Adopted on this 27th day of November, 2017

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

Attest:

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

# City of Fairhope Project Funding Request

COF Project No. 1262

NOV 17 '17 PM 4:57

*[Signature]*  
ASAP

Issuing Date: 11/15/2017

Please return this Routing Sheet to Treasurer by: \_\_\_\_\_

Project Name: Water Meters 5/8 x 3/4 Neptune

Project Location: Warehouse

Presented to City Council: 11/27/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:

Cost: \$12,600.00

Providers: Consolidated Pipe & Supply Co Inc

Project Engineer: n/a

Order Date: n/a      Lead Time: n/a

Department Funding This Project							
General	Gas	Electric	Water XXX	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	Sanitation-40

Expense Code: 004-14015      Revenue Code: n/a

Project will be:    Expensed \_\_\_\_\_  
                           Inventoried XX  
                           Capitalized \_\_\_\_\_

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

Project Budgeted: n/a

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

(Over) Under budget amount: n/a

Funding: Water Operating funds

City Council Prior Approval? Date? No

City Treasurer	Finance Director	Mayor
Request Received Date: <u>11/5/17</u>	Date: <u>11/16/17</u>	Date: <u>11/17/17</u>
Request Approved Date: <u>11/16/17</u>	Date: <u>11/16/17</u>	Date: <u>11/17/17</u>
Signatures: <u><i>[Signature]</i></u> Michael V. Hinson	<u><i>[Signature]</i></u> Jill Cabriniss	<u><i>[Signature]</i></u> Mayor Karin Wilson

Contact Person: Dan McCrory



PFR 1262

City of Fairhope  
www.cofairhope.com

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

Requisition 00000755-00 FY 2018

Acct No:  
004 -000-000-14015 -  
Review:  
Buyer: randyw  
Status: Exported

Page 1

Vendor  
CONSOLIDATED PIPE & SUPPLY CO INC  
1205 HILLTOP PARKWAY  
  
BIRMINGHAM, AL 35204  
  
Tel#666-6691  
Fax 666-5311

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

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/09/17	000019				Purchasing Department
LN	Description / Account	Qty	Unit Price	Net Price	
001	W-22844 METER 5/8 X 3/4 NEPTUNE T-10 R-900I ORDER PER DAN M The Above Line Item Is For Department:	72.00 EACH	175.00000	12600.00	Purchasing
1	004 -000-000-14015 -			12600.00	
<u>Requisition Link</u>				Requisition Total	12600.00
***** General Ledger Summary Section *****					
Account				Amount	Remaining Budget
004 -000-000-14015 -				12600.00	
Water Fund		Inventory			
***** Approval/Conversion Info *****					
Activity	Date	Clerk	Comment		
Approved	11/09/17	Dan McCrory			
Approved	11/13/17	Michael Hinson			
Approved	11/13/17	Michael Hinson			

**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 for the procurement of Maintenance Service of Oil in the Two 3-Phase Substation Power Transformers located on Nichols Street and Fairhope Avenue for the Electric Department at a total cost of \$14,000.00.

Adopted on this 27TH day of NOVEMBER, 2017

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

Attest:

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





MEMO

Date: October 18, 2017

Karin Wilson  
Mayor

To: Michael Hinson Treasurer

Council Members

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

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Re: **Greensheet approval of procurement of recommended maintenance service of oil in the two 3-phase substation power transformers located on Nichols Street and Fairhope Av for the Electric Department.**

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

The Fairhope Electric Department has requested the procurement of recommended service of oil in the two 3-phase substation power transformers located on Nichols St and Fairhope Av. Three quotes were obtained. The lowest quote was from **Solomon Corporation** at a total cost **FOURTEEN THOUSAND DOLLARS (\$14,000.00)** (see attached quotations). City Council requires an approved greensheet to be attached to the requisition for the procurement.

Solomon Corp		\$14,000.00
Emerald Transformers	\$9,125.60 + \$10,863.05 =	\$19,988.65
Southwest Electric Co		\$25,785.00

**Please compose and have approved a greensheet for this request to procure recommended maintenance service of oil in two 3-phase substation power transformers for the Electric Department, at a cost of \$14,000.00.**

Cc, file

161 North Section Street

P.O. Drawer 429

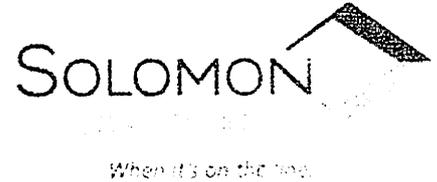
Fairhope, Alabama 36533

251-928-2156

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



**Oct. 13, 2017**

**Proposal Number: 170516-JMT120 02**

**Joe Wolchina  
Fairhope Public Utilities  
555 S Section St  
Fairhope, AL 36533**

---

<b>Type of Service:</b>	Oil Processing	
<b>Equipment to be Serviced:</b>	Two (2) 10 MVA (Base Rated) 3 Phase Substation Transformers 43800Δ V – 12470Y/7200 V	
<b>Manufacturer:</b>	Virginia	Kuhlman
<b>Serial Number:</b>	47010MA067-A054A	272017-1
<b>Gallons of Oil:</b>	1724	2537

---

### **Detailed Scope of Work**

- 1. Travel to Fairhope, AL.**
- 2. Transformers will be de-energized, disconnected, isolated and grounded prior to the commencement of work by Solomon Technicians.**

**For each transformer in its turn:**

- 3. Drain oil into Solomon supplied oil containment through a 5 micron oil filter press.**
- 4. Establish a vacuum of < 1mm and hold for 6 hours.**
- 5. Fill Transformer with stored oil through Hot Oil Processing Rig while maintaining vacuum.**
- 6. Hot oil Process for four (4) nameplate passes.**
- 7. Break vacuum with Nitrogen.**
- 8. Apply positive pressure, with Nitrogen, to head space for leak check.**
  - 8.1. Report any leaks found to customer**
- 9. Charge headspace with 2 psig Nitrogen.**
- 10. Take oil sample for laboratory analysis.**
  - 10.1. Basic Oil Quality Screen**
  - 10.2. Dissolved Gas Analysis (DGA)**
  - 10.3. Karl Fisher Moisture**
- 11. Clean up work area and depart.**
- 12. Provide documented test results as required.**



When it's on the line.

**Total Service Cost .....**

- Total Service Cost includes only those services outlined in the Detailed Scope of Work above
- Top off oil, if needed, will be charged, additionally, at a rate of \$10.00 per gallon
- Repair of leaks found during Line item 7, will be charged, additionally, at our Time and Materials Rates, if customer choose to have this work performed while crew is on site.

**Solomon Corporation's Responsibilities:**

- Solomon Corporation will provide the trained personnel, equipment and materials required to perform the service outlined above in Scope of Work.
- Solomon Corporation will provide the required power to run any of our equipment unless a different arrangement has been made.
- Solomon Corporation will perform the service quoted above under a mutually agreed upon schedule.

**Customer Responsibilities:**

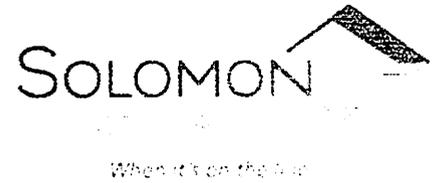
- Provide a safe, clear access to the equipment to be serviced.
- Provide a qualified site contact/liason for Solomon Corporation personnel to contact as needed.
- Customer is responsible for de-energizing and grounding all equipment.
- If required, customer will disconnect and reconnect all high and low voltage terminations.

**General Clarifications and Exceptions:**

- The prices quoted herein excluding the price for oil, are valid for 60 days from the date of this proposal.
- Any delays caused by other than Solomon Corporation's personnel or additions to the scope of work quoted above will be billed additionally at our currently published Time and Material Rates.
- If the work scope of this job extends over a weekend, Solomon Corporation's personnel will work on Saturday and Sunday unless the Customer or jobsite owner refuses to let Solomon Corporation's personnel work. If Solomon Corporation is not informed of this restriction in writing, prior to quoting the job or accepting the order, the customer will be billed at our currently published Time and Material Rates for an eight hour day/day for wait time.
- A customer representative must authorize any additional work. An Additional Work release form must be signed prior to our beginning the work. When the additional work is completed, the customer representative must sign the release form indicating that the work was completed.
- Any activities, including oil processing, in this quote, will be performed with the transformer de-energized unless otherwise stated in the scope of work.
- Any applicable Federal, State or Local taxes will be in addition to the price quoted above. When invoiced, the customer must provide tax exempt documentation or they will be invoiced for the applicable taxes.
- Unless mutually agreed to in writing, Solomon Corporation's Terms and Conditions take precedence over all others. Solomon Corporation's Terms and Conditions are available upon request.

**Warranty:**

All work performed by Solomon Corporation's personnel is guaranteed from defects resulting from faulty workmanship for a period of one year from the completion date of the work. This does not include Acts of God, maintenance of units by others, or other natural or unnatural causes which are beyond the



**control of Solomon Corporation. Any warranty claims must be made to Solomon Corporation. If the customer has a third party make repairs that would have been under Solomon Corporation's warranty period, Solomon Corporation will not reimburse the customer for any parts or labor provided by the third party and the balance of Solomon Corporation's warranty period will be voided.**





# Southwest Electric Company

1440 Poplar Lane, Nashville, TN 37210

1-615-248-6700

Joe Wolchina  
Fairhope Electric Department  
P.O. Box 429  
Fairhope, AL 36533

Proposal Number: 2110-1705-577

Proposal Date: May 26, 2017

## ***Equipment to be serviced: Fairhope, AL***

ID#	MFR.	SERIAL#	GALLONS	TYPE OF SERVICE	PCB TEST REQD.
	Virginia 10 MVA	47010MA067-A054A	1,724	See Scope of Work	YES
	Kuhlman 10 MVA	272017-1	2,537	See Scope of Work	YES

### **Detailed Scope of Work: Performed on both transformers, same mobilization**

- Travel to site and set up.
- Conduct preliminary safety meeting to identify all potential safety hazards.
- The customer has requested that SWE isolate, ground, and disconnect unit.
- Perform a Nitrogen Headspace leak check, attempt to perform minor repairs, top inspection plates ect.
- Drain oil utilizing a .5 micron filter press per customer into SWE provided clean and dry poly jugs for containment.
- Obtain Vacuum then conduct a vacuum leak test.
- Hold Vacuum to < 1mm and hold for (6) hours.
- Perform vacuum filling through heat and vacuum while maintaining < 2 mm vacuum.
- Perform a tail vacuum when filling is complete, breaking vacuum with Nitrogen.
- Perform Dehydration through Heat and vacuum for (4) nameplate passes of the oil.
- Ensure that a Nitrogen Headspace is left at 2 psig, check for leaks.
- Pull an oil proof sample and submit it to a lab for analysis as a "Rush" sample to include the following:
  - Moisture content
  - Power factor
  - Dielectric Strength (D1816)
  - DGA
- Remove grounds and re-connect unit.
- Depart site.
- Provide the customer with oil testing report.

**Total service cost which includes a round trip mobilization and per diem for (2) men and equipment, an oil processing rig w/ generator, gasket material if required, oil test reports:**

- Total Service Cost includes only the services outlined in the Detailed Scope of Work above.

**Southwest Electric Company's Responsibilities:**

- Southwest Electric Company will provide the trained personnel, equipment and materials required to perform the service outlined above in Scope of Work.
- Southwest Electric Company will provide the required power to run any of our equipment unless a different arrangement has been made.
- Southwest Electric Company will perform the service quoted above under a mutually agreed upon schedule.

**Customer Responsibilities:**

- Provide a safe, clear access to the equipment to be serviced.
  - Provide a qualified site contact/liaison for SWE to contact as needed.
  - Customer is responsible for de-energizing and grounding all equipment.
  - If required, customer will disconnect and reconnect all high and low voltage terminations.
- Provide complete oil quality tests (less than one year old), including PCB analysis on any fluid filled equipment to be serviced. All isolated oil filled compartments must have an analysis.

**General Clarifications and Exceptions:**

- The prices quoted herein excluding the price for oil, are valid for 60 days from the date of this proposal.
- Any new oil needed for top off will be additionally billed to the customer at a rate of \$ 12.00 per gallon.
- Southwest Electric Company's Field Service Division is Non-Union. It is the Customer's responsibility to inform Southwest Electric Company, prior to awarding SWE the contract, if any Union considerations are required. If any Union related considerations are required after acceptance of this proposal, all additional cost incurred by SWE will be charged to the customer at our currently published Time and Material Rates.
- Any delays caused by other than Southwest Electric Company personnel or additions to the scope of work quoted above will be billed additionally at our currently published Time and Material Rates. Southwest Electric Company's oil processing crews consist of two personnel who when processing for a period of greater than 14 hours in a day will split up into shifts so that only one man per shift will be on the rig at any time. If the customer or job site owner require two men on the rig at all times, the additional man will be billed at our currently published Time and Material Rates.
- If the work scope of this job extends over a weekend, Southwest Electric Company's personnel will work on Saturday and Sunday unless the Customer or jobsite owner refuses to let Southwest Electric Company's personnel work. If SWE is not informed of this restriction in writing, prior to quoting the job or accepting the order, the customer will be billed at our currently published Time and Material Rates for an eight hour day/day for wait time.
- A customer representative must authorize any additional work. An **Additional Work** release form must be signed prior to our beginning the work. When the additional work is completed, the customer representative must sign the release form indicating that the work was completed.

- Any activities, including oil processing, in this quote, will be performed with the transformer de-energized unless otherwise stated in the scope of work.
- Any applicable Federal, State or Local taxes will be in addition to the price quoted above. When invoiced, the customer must provide tax exempt documentation or they will be invoiced for the applicable taxes.
- Unless mutually agreed to in writing, SWE's Terms and Conditions take precedence over all others. SWE's Terms and Conditions are available upon request.

***Warranty:***

All work performed by SWE personnel is guaranteed from defects resulting from faulty workmanship for a period of one year from the completion date of the work. This does not include Acts of God, maintenance of units by others, or other natural or unnatural causes which are beyond the control of SWE. Any warranty claims must be made to SWE. If the customer has a third party make repairs that would have been under SWE's warranty period, SWE will not reimburse the customer for any parts or labor provided by the third party and the balance of SWE's warranty period will be voided.

***Project Acceptance:*** A hard copy of a purchase order must be sent to Southwest Electric Company prior to any work being performed. A copy can be mailed to our address or emailed to paul.zychal@swelectric.com.

Prepared By:

Accepted By:

Southwest Electric Company

\_\_\_\_\_

Paul Zychal II

\_\_\_\_\_

Name (Print)

Name (Print)

*Paul Zychal II*

\_\_\_\_\_

Signature

Signature

May 26, 2017

\_\_\_\_\_

Date

Date

\_\_\_\_\_

Purchase Order or Release Number

**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 procure a Sewer Line Camera System for the Sewer Department which is budgeted in the FY2018 proposed budget. The total cost is \$7,749.00.

Adopted on this 27th day of November, 2017

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

Attest:

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



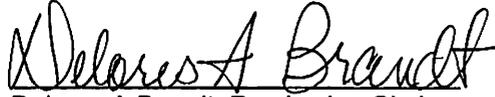


## MEMO

Date: November 14, 2017

To: Michael Hinson, Treasurer

From:

  
Delores A Brandt, Purchasing Clerk  
For Purchasing Manager

Re: Request Green Sheet approvals for procurement of a **sewer line camera system**,  
for the Sewer Department.

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

The Fairhope Sewer Department has requested the procurement of one (1) sewer line camera, and associated equipment. THREE Quotations were obtained on the system. The total cost of the procurement is approximately **SEVEN THOUSAND SEVEN HUNDRED FORTY-NINE dollars (\$7,749.00)** (see attached quotations). The cost is "approximate" to allow for freight cost variations at ship time.

<b>Vacuum Truck</b> ---camera + accessories	<b>\$7749.00</b>
<b>VeriSight Pro</b> ---- camera + accessories (NJPA + Sansom Discount)	<b>\$10,700.74</b>
<b>Southernpipe</b> ---	<b>NO BID</b>

**Please compose a greensheet and have this (2018 FY proposed budgeted) over \$7,500 procurement of a sewer camera system for \$7,749.00 approved.**

Cc, file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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

*Printed on recycled paper*



Quotation # 9/21/17-612

Date: September 21<sup>st</sup>, 2017

Vacuum Truck Sales and Service, LLC  
5291 Gateway Drive  
Geismar, LA 70734  
PH: 225-744-2850  
Fax: 225-744-2852  
[jschweitzer@vtsales.net](mailto:jschweitzer@vtsales.net)

TO: Fairhope Public Utilities  
Mr. Dan McCory  
555 South Section Street  
Fairhope, AL 36533

### One (1) 2017 Insight / Vision Opticam 200' System

- 10.4" Hi-Resolution Color LCD
  - Sealed weatherproof touchpad controls
  - 8GB USB memory included (7 hrs. record time)
  - DVR: One-touch, On-demand Remote Control USB recording
  - On-Screen digital distance counter
- Premium spiral-wound fiberglass reinforced push rod (200')
- MODULAR CAMERA – Quick Change
  - 1.3" OD
  - Self-Leveling
  - Hi-resolution Color Camera (2"-12" lines)
  - CARTRIDGE STYLE – Repair Quickly
  - ENCAPSULATED– Cost Effective
  - GORILLA GLASS – Water Resistant
  - POWER LED – Shines Bright
  - 512 Hz sonde with super flex design
  - Battery & Charger 8 hours of battery life
  - 120 volt capable or Battery Pack
- Sunshade
- Accessory Bag
- 8 hour battery life

### Insight Line/Camera Locator

- Model 8874 PLSD
- Padded Carrying Case with shoulder strap
- CD Ops manual
- Batteries

### Equipment Pricing

Total Price F.O.B. Fairhope, AL:

**\$7,749.00**

Price good for 60 Days

Warranty – 1 Year Parts & Labor on Manufacturer's Defects

**Terms:** Payment in full upon acceptance of order

Please sign to Accept the terms of this order:

Purchase Order #:

Date:

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# insight | VISION

## 800-488-8177

### SPECIFICATIONS

#### RECEIVER

**Operating Frequency:**  
 Sonde Modes: 512Hz & 930Hz (EU) 640Hz & 33kHz  
 Line Mode: 82kHz

**Antenna Mode:**  
 Peak & Left/Right Guidance

**Display Indicators:**  
 Backlit LCD bar graph, low battery, signal strength, mode and function indicators

**Audio Indication:**  
 Variable pitch response

**Current Measurement:**  
 Display indicates relative current

**Power Source:**  
 6 C-cell batteries

**Battery Life:**  
 Continuous: 20 hours  
 Intermittent: 65 hours

**Signal Strength:**  
 LCD bar graph, absolute signal strength 0-999

**Gain Control:**  
 Manual gain adjustment & automatic centering

**Dynamic Range:**  
 126 dB

**Depth Measurement:**  
 Push-button to 25' triangulation method

**Operation Temperature:**  
 -4° F to +133° F / 20° C to +55° C

**Size:**  
 30.9" x 9.4" (77 cm x 24 cm)

**Weight:**  
 3 lbs (1.3 kg)



### 8873SD KIT & ACCESSORIES



- 8873 RECEIVER**  
3 active frequency receiver with digital depth measurement
- CARRYING CASE**  
Padded cases for receiver
- MANUAL & DVD**  
Operations manual and Locator Theory DVD.
- BATTERIES**  
Six C-cell batteries and 8 D-cell batteries included for immediate use.

Price: \$1,399

RYCOM Instruments understands the needs of our customers and the demands in the field. Designed and proven to be dependable for years of reliable field service, RYCOM equipment not only provides up-front cost savings, but also low ownership cost over the product's life.

## 8873SD Sonde & Camera Locating System

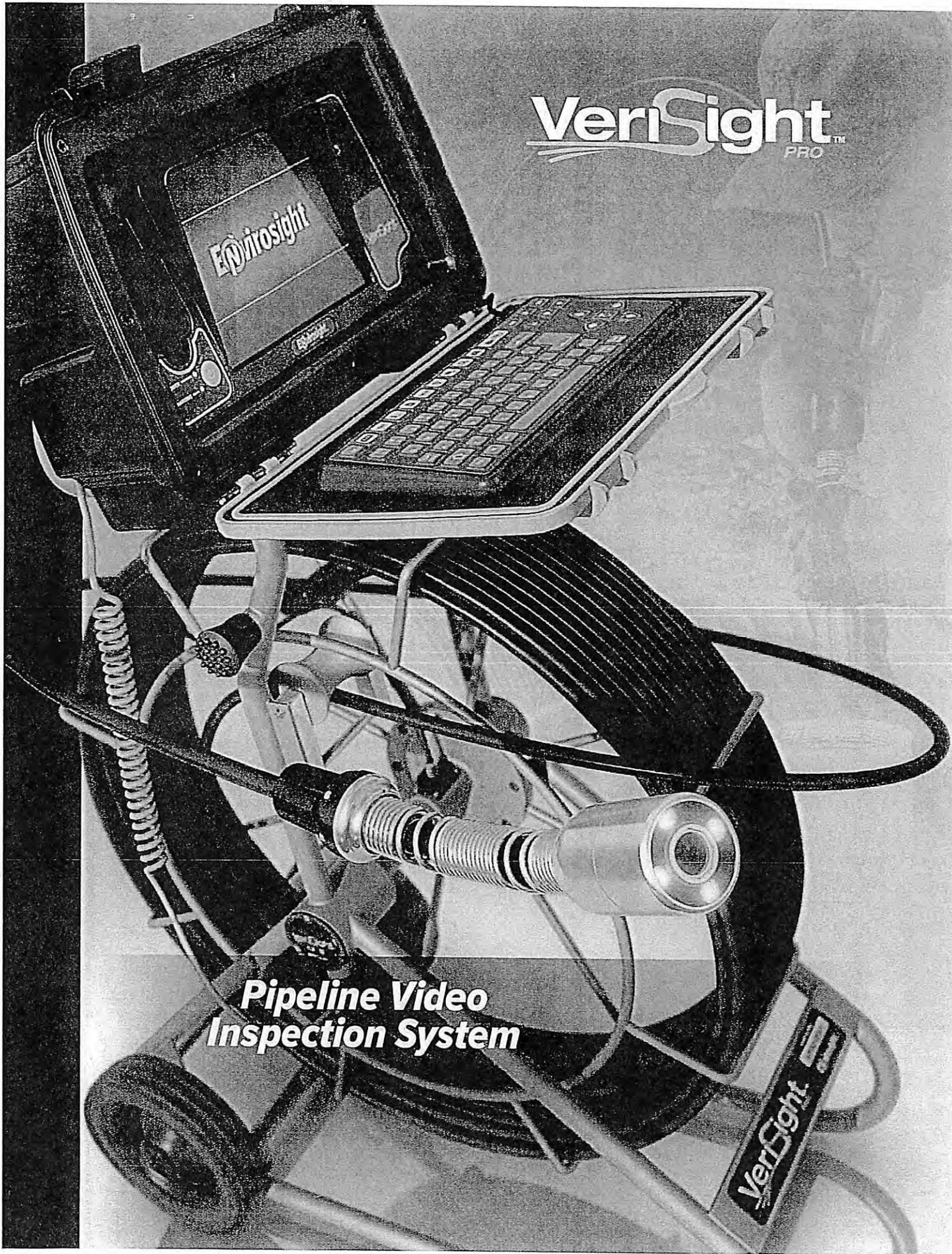
SIMPLE, INEXPENSIVE & IDEAL for locating camera inspection systems, sondes and utilities. The 8873SD is an effective solution for sewer inspection and drain cleaning. Available with 512Hz, 640Hz & 33kHz sonde locating and 82kHz for line locating, The 8873SD is an effective solution for sewer inspection and drain cleaning. the 8873 ensures tracking of any manufacturer's camera or sonde system and the ability to locate utilities with the addition of a line transmitter. Based on RYCOM's long line of locators the 8873SD offers a simple to operate system with proven technology. Push-button depth along with peak signal response allows the user to minimize interference and maintain the locate on the sonde or inspection system.

RYCOM INSTRUMENTS®, INC. locators are designed to make utility locating as accurate as you need and as simple as you want. RYCOM products are manufactured in the United States to ensure quality and long term value.

**VeriSight™**  
PRO

**Pipeline Video  
Inspection System**

**VeriSight™**





# Quote



Sales Rep: Jeff Bodiford  
 Cell: (251) 298-9398  
 Email jeffb@secequip.com

Date 11/1/2017  
 Quote # 201701917

## City of Fairhope

TO:  
 Clint Steadham  
 Alabama  
 (251) 928-8003

Quote Status	Shipping Terms	Delivery in Days	Payment Terms
NJPA Quote	Freight Included	Within 14 days	Due on receipt

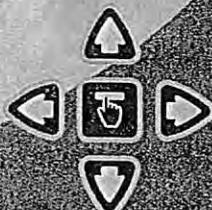
1	Verisight Pro200 Push Camera - Includes: 200 foot cable, self-leveling camera w LED lights, Ion battery powered control unit w/ (viewer screen, text keypad, recording & digital outputs) continuous record and/or snapshot capable, tri-frequency sonde, internal memory, SD card & USB, accessory case w/ ( 3 pipe skids, skid tool, AC & DC charging cords.
1	One Year Standard Warranty w/ Local Service Center & Lifetime Training
1	NJPA Discount per Contract #022014 ( - \$199.06)
1	Sansom Municipal Discount ( - \$1,000.00)
1	Rigid NaviTrack Scout Locator Wand - Two Frequency (33 & 512 hz), battery powered, visual & Audible signal)

TOTAL	\$10,700.74
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Does Not include any federal, state, or local taxes.

To accept this quotation, sign here and return: \_\_\_\_\_





## Functionality At Your Fingertips



*Use the VeriSight Pro control unit to view, record and annotate inspection footage from any composite video source.*

**Capture Footage.** Grab MPEG video and JPEG images, and zoom up to 3X on video.

**Enter Observations.** Use optional data-entry module to log inspection findings.

**Review Footage.** Organize videos and images in folders, then find them using the thumbnail gallery. Review media using standard controls.

**Generate Reports.** Use optional reporting module to generate an inspection report, then transfer it to USB media for on-site delivery.

**Offload Data.** Copy video, images and data to USB or SDHC media for easy transfer to PC and seamless integration with WinCan's reporting and querying capabilities.

**Write Screen Text.** Type and store up to 16 pages of onscreen text. Customize text color, position and background color.

**Control Hardware.** Set sonde frequency, adjust illumination, and zero/offset footage.

**Configure Preferences.** Set language and date/time; establish file formats and naming conventions; adjust camera parameters; choose interface theme and power-saving scheme; update firmware.

## System

*video format* . . . . . selectable NTSC or PAL  
*battery* . . . . . 6-hour lithium-ion  
*charging* . . . . . mains power (100-240 Vac) or vehicle  
power (12 Vdc) using supplied adapters

## Controller

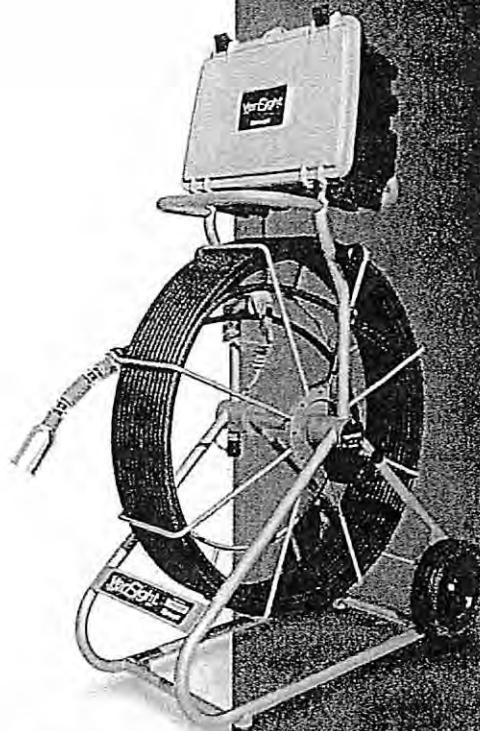
*display* . . . . . 8" TFT LCD (800×600 pixels)  
*keyboard* . . . . . full QWERTY membrane keyboard  
with function keys and navigation pad  
*video recording* . . . . . MPEG4 (WinCan compatible)  
*image capture* . . . . . JPEG (live or from recorded video)  
*text overlay* . . . . . 16-page (selectable text/background colors)  
*internal memory* . . . . . 16 GB (expandable to 128 GB)  
*external media* . . . . . SDHC and USB 2.0  
*language support* . . . . . English, Spanish, French  
*connections* . . . . . power, reel  
*environmental rating* . . . . . IP54  
*weight* . . . . . 6.6 lb (3kg)  
*size* . . . . . 17.1" × 9.8" × 5.5" (435 × 250 × 140 mm)

## Camera

*imager* . . . . . 1/4" color CCD with DSP  
*effective pixels* . . . . . 512×582  
*resolution* . . . . . 470 HTVL  
*sensitivity* . . . . . <1.0 lux  
*aperture / field of view* . . . . . F2.5 / 75 deg  
*image orientation* . . . . . auto-leveling  
*size* . . . . . 1.61" (41 mm) dia.  
*illumination system* . . . . . 4 LED  
*illumination intensity* . . . . . adjustable (up to 12.5K lux at 6")  
*construction* . . . . . stainless steel  
*pipe compatibility* . . . . . 2" (50 mm) and up  
*sonde* . . . . . 33 kHz, 512 Hz, 640 Hz (selectable)

## Reel

*construction* . . . . . welded steel  
*finish* . . . . . powder coat  
*distance counter units* . . . . . feet, meters  
*controls* . . . . . reel brake, reel lock  
**130' (40 m) reel**  
*weight / height* . . . . . 33 lb. (15 kg) / 24.4" (620 mm)  
**200' (60 m) reel with wheels**  
*weight / height* . . . . . 44 lb. (20 kg) / 35.0" (890 mm)  
**330' (100 m) reel with wheels**  
*weight / height* . . . . . 66 lb. (30 kg) / 37.8" (960 mm)



## System Components

- push rod reel
- illuminated, self-leveling color camera with sonde
- control unit with internal battery
- reel-to-controller cable
- car power adapter
- mains power adapter
- pipe adapter kit
- 8 GB USB drive
- components case

## Options

- observation entry module
- reporting module
- composite video input pigtail
- SD/SDHC card for data storage
- replacement camera windows
- roller skids (below)



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*FAX: 205-324-2679*

*7760 Highland Avenue North*  
*Mobile AL 36608*  
*PH: 251-631-3766*  
*FAX: 251-631-3768*

## Dan McCrory

---

**From:** Clint Steadham  
**Sent:** Monday, November 13, 2017 1:12 PM  
**To:** Dan McCrory  
**Subject:** FW: Sewer Camera

---

**From:** Ripp Mitchell [mailto:ripp.mitchell@southernpipe.com]  
**Sent:** Monday, November 13, 2017 10:40 AM  
**To:** Clint Steadham <clint.steadham@cofairhope.com>  
**Subject:** Sewer Camera

Clint,

We will have to respectfully no bid your sewer Camera.

Ripp M  
Sent from my iPhone

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

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

[1] That the City of Fairhope has voted to purchase a Mini-Excavator; 2017 CAT 302.7D to be shared by all Utilities and the equipment is available for direct procurement through the National Joint Powers Alliance (“NJPA”) Buying Group Contract (No. 2216); 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 \$35,173.48.

Adopted on this 27th day of November, 2017

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

Attest:

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

# City of Fairhope Project Funding Request

Issuing Date 10/19/2017

Please return this Routing Sheet to Treasurer by

NOV 14 '17 AM 10:07  
11/1/2017 *LAA*

Project Name: Mini-Excavator; 2017 CAT 302.7D

Project Location: Utilities Depts - to be shared by all Utilities

Presented to City Council: 11/13/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$35,173.48  
This is NJPA Pricing; net of NJPA member discount; net of Thompson Tractor Loyalty Discount

Providers: Thompson Tractor

Project Engineer: n/a

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

Department Funding This Project											
General	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
	San 40		Golf 50			

	Expense Code	002-16030	1/3	Revenue Code	_____
		003-16030	1/3		
		004-16030	1/3		

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

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

Project Budgeted:      Provided for in the 2017 Budget  
                                 Quote was received 9/28/2017

(Over) Under budget amount:      \$24,847 under budget

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

Funding: Utility Operating funds

City Council prior approval	<u>n/a</u>	Request approved by City Treasurer	<u>11/28/17</u> <i>M. Simon</i>
Request received by City Treasurer	<u>10/19/2017</u>	Request approved by Finance Director	<i>[Signature]</i>
Received by Finance Department	<u>10/25/17</u>	Request approved by Mayor	<i>[Signature]</i>
Received by Mayor	<u>10/2/17</u>		

Contact Person: Utility Superintendents



**MEMO**

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

Date: October 4, 2017

Re: City Council approval -- Request for over \$10,000 procurement of MINI-Excavator to be used by Utilities (GAS-WATER-ELECTRIC) Departments

Karin Wilson  
*Mayor*

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOM

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
*City Clerk*

Deborah A. Smith, CPA  
*City Treasurer*

The Utilities Departments need to procure a MINI-EXCAVATOR, 2017 CAT 302.7D. I am submitting the following current cost summary (see attached cut sheet). The item can be purchased from Thompson Tractor Company through the National IPA (NIPA) contract. Included specifications and options determined by the Fairhope Utilities Departments.

Delivered cost with options is: THIRTY-FIVE THOUSAND ONE HUNDRED SEVENTY-THREE DOLLARS AND FORTY-EIGHT CENTS (\$35,173.48). The State contract vendor is Thompson Tractor of Mobile, AL.

<b>NJPA Contract pricing 2017 CAT 302.7D. with Options</b>	<b>\$ 50,694.00</b>
<b>NJPA minimum member discount</b>	<b><u>(\$8,111.04)</u></b>
<b>Machine/Option price</b>	<b>\$42,582.96</b>

**Customer Invoice:**

<b>Machine/option/freight/prep &amp; delivery</b>	<b>\$44,354.96</b>
<b>Thompson TC loyalty discount</b>	<b><u>(\$9,181.48)</u></b>
<b>Total purchase Price</b>	<b>\$35,173.48</b>

**NOTES:**

**See Attached Vendor CUT-SHEET printout for details.**

**Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement for the Fairhope Utilities Departments to purchase a MINI- EXCAVATOR to be used by all three Utilities, from Thompson Tractor Company for \$35,173.48.**

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36535

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

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1950 East I-65 Service Rd. North  
Mobile, AL 36617

Sept. 28, 2017

## City of Fairhope

161 N Section St,  
Fairhope, AL 36532

The City of Fairhope,

We are pleased to provide you with the following National Joint Powers Alliance pricing for the 2017 CAT 302.7D canopy machine and standard 1yr/unlimited hour premier warranty. The pricing is as follows:

### National Joint Powers Alliance Pricing

<u>Base Model</u>	<u>Part #</u>	<u>List Price</u>
CAT 302.7D	N/A	\$46,489.00

#### Options

18" Bucket	N/A	\$694.00
Hyd. Thumb	N/A	\$2,403.00
Manual Coupler	N/A	\$1,108.00

<b>Sub Total</b>	<b><u>\$50,694.00</u></b>
*NJPA Minimum Member Discount 16%	( <u>\$8,111.04</u> )
Machine / Option Price	<b>\$42,582.96</b>

#### Customer Invoice

Machine / Option Price	\$42,582.96
Freight (Zone 1)	\$1022.00
Prep and Delivery	<u>\$750.00</u>
	<b>\$44,354.96</b>

Thompson Tractor Company Loyalty Discount

**City of Fairhope Purchase Price:**

- \$9,181.48

**\$35,173.48**

With our past history, we would like to extend a Thompson Tractor Loyalty discount. It is a pleasure as always doing business with the City of Fairhope and thanks for considering Thompson Tractor Company.

Sincerely,

BJ Dean  
Compact Equipment Rep  
Thompson Tractor Company  
Cell: 251-583-9892

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That Mayor Karin Wilson is hereby authorized to execute a Contract with SEA Entertainment Booking Agency for the band known as “B Street Benny” for the New Year’s Eve Downtown Celebration (Sunday, December 31, 2017) with a cost not to exceed \$5,000.00.

DULY ADOPTED THIS 27TH DAY OF NOVEMBER, 2017

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

Attest:

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





## MEMO

Karin Wilson  
*Mayor*

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

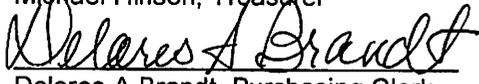
Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
*City Clerk*

Deborah A. Smith, CPA  
*City Treasurer*

To: Michael Hinson, Treasurer

From:   
Delores A Brandt, Purchasing Clerk  
for Purchasing Manager

Date: November 20, 2017

Re: Approval for Mayor to execute contract with a Professional  
Artist for New Year's Eve 2017 Entertainment

The City needs to hire professional musical artists to provide entertainment at the Fairhope **New Year's Eve 2017** celebration. Per our Procedure for Procuring Professional Services, Paige Crawford, Special Events Coordinator, and I routed a short list to the Mayor. The Mayor selected **B Street Benny** with SEA Entertainment Booking Agency, of Birmingham, Alabama. The fee for the services is Five Thousand Dollars (\$5,000.00).

**Please place on the next available City Council Agenda this request to authorize the Mayor to execute a contract with B Street Benny to provide musical entertainment at the Fairhope New Year's Eve 2017 celebration.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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MEMO

NOV 20 '17 PM 3:50

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

Karin Wilson  
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOM

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Date: November 20, 2017

Re: **Choosing Professional Artists for New Year's Eve 2017**

The Community Development Department needs to hire professional musical artists to provide Entertainment at the New Year's Eve 2017 celebration

Per our Procedure for Procuring Professional Services, Paige Crawford, Special Events Coordinator, and I are routing this short list through you, to the Mayor. Please move this procurement of professional services forward to the Mayor for selection of a professional service provider.

The short list is:

[Mayor, please initial and date your selection]

AW 11.20/17

B Street Benny  
Contact: Amber  
c/o SEA Entertainment Booking Agency  
500 23<sup>rd</sup>. St. S.  
Birmingham, AL 35233

\_\_\_\_\_ / / \_\_\_\_\_

None. Submit another list

Cc: file



SEA Entertainment Booking Agency  
 500 23rd Street South Birmingham, AL 35233  
 205.307.6790 • 205.307.6798 fax • amber@seattractions.com

CONTRACT REV-pg2*EEO	DEP	BAL
	Date: _____	Date: _____
	Amt: _____	Amt: _____
	Type: _____	Type: _____

This contract for the services of Artist(s) (musicians) on the engagement described below, made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 between the undersigned Purchaser and **B Street Benny** (Artists). The Artist(s) (musicians) is/are engaged severally on the terms and conditions stated herein. The Leader (of the Artists) represents that all the Artist(s) (musicians) already designated have agreed to be bound by the terms and conditions of this contract. Artist(s), upon acceptance, shall be bound by the terms and conditions stated herein and may enforce this agreement. **Any and all additions, deletions and/or alterations to this Contract must be in writing and approved in writing by all parties to this Contract.**

- 1 ARTIST(S): **B Street Benny**
- 2 PLACE OF ENGAGEMENT: City of Fairhope
- 3 ADDRESS OF ENGAGEMENT: 20 North Section St  
Fairhope, AL 36532
- 4 DATE(S) OF ENGAGEMENT: Sunday December 31, 2017
- 5 HOURS OF ENGAGEMENT: Approximate Times, 8:30pm-12:30am
- 6 TYPE OF ENGAGEMENT: New Years Eve Celebration
- 7 FEES AGREED UPON: \$5,000.00

**TERMS**

The monetary compensation (fees) includes all expenses including, but not limited to travel, lodging, Social Security etc., unless otherwise stated. The Artist(s) executes this agreement as an independent contractor, not as an employee of SouthEastern Attractions, Inc. Responsibility for appropriate payments of payroll taxes and charges under applicable federal and state law will be assumed by the Artist(s). The monetary compensation (fees) also must be paid in full without any deductions whatsoever.

**8. Purchaser will make payment of fees as follows:**

**DEPOSIT of \$2,500.00** to be forwarded to and paid in the name of SouthEastern Attractions, Inc. upon the execution of this Contract. **BALANCE of \$2,500.00** is to be paid in full to Southeastern Attractions, Inc. no later than thirty (30) days prior to event date (12/01/2017).

9. The terms of this Contract shall control the provision of services by the Artist(s). The Purchaser shall supervise, direct and control the Artist(s) during said engagement. SouthEastern Attractions, Inc. shall in no way be responsible for the control of the manner, means and details of the performance of the Artist(s).

Artist(s) reserves the right to refuse to perform outdoor engagements when, in their judgment, weather conditions would be detrimental to instruments and/or Artists. A suitable indoor location should be reserved as an alternate in the event of poor weather conditions. Further, Purchaser agrees that the full contract price shall be paid to the Artist(s) if no alternative site is reserved as this completely is the Purchaser's responsibility. Purchaser agrees to be responsible for any and all damage to Artist(s)'s equipment if said damage is caused by the Purchaser and/or its guests.

**10. MISCELLANEOUS: SPECIAL PROVISIONS:**

**STAGE** - Purchaser agrees to furnish a stage (approx 20x18 or size specified on attached band rider); or a flat, dry surface of approximately the same size.

**OUTDOOR PERFORMANCES** - Artist(s) reserves the right to refuse to perform outdoor engagements when, in their judgment, weather conditions would be detrimental to instruments, gear, and/or themselves. An alternative indoor location should be reserved in the event of inclement weather conditions. Further, Purchaser agrees that the full contract price shall be paid to the Artist(s) if no alternative site is reserved as this is the responsibility of the Purchaser. Purchaser agrees to be responsible for any and all damage to equipment if said damage is caused by the Purchaser and/or guests.

**PRODUCTION** - ARTIST will be responsible for providing lighting and sound production for this performance.

**RIDER** - Buyer agrees to provide bottled water/non-alcoholic beverages + hot meals for band and crew members

*Terms and conditions on back page hereby are made part of this Contract (Attached riders, if any, also are hereby made part of this Contract.)*

\_\_\_\_\_  
 Karin Wilson, Mayor  
 City of Fairhope, AL

Attest:

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

\_\_\_\_\_  
 Artist (by leader) Date  
 B Street Benny  
 SEA Entertainment  
 500 23rd Street South  
 Birmingham, AL 35233



**ADDITIONAL TERMS & CONDITIONS**

Agreement of the Artist(s) to perform is subject to detention by sickness, accident, civil tumult, strikes, epidemics, acts of God and/or conditions beyond their control. In any such event, any deposit paid by Purchaser immediately will be refunded No part of the performance shall be recorded, reproduced or transmitted from the place of the engagement in any manner or by any means whatsoever in the absence of a specific written agreement with the Artist(s) relating to and permitting such recording, reproduction or transmission.

Artist(s) and Purchaser agree that SouthEastern Attractions Inc. has performed a valuable service to each of them and for the service agree with each other and guarantee to SouthEastern Attractions Inc., should Artist(s) accept employment again from the Purchaser within twenty four (24) months following the play date of this Contract, the Artist(s) and Purchaser will negotiate any such play date through SouthEastern Attractions Inc. and in the event that said future play date is not negotiated by SouthEastern Attractions Inc., Artist(s) shall pay SouthEastern Attractions Inc., its usual and customary commission for the arrangement of said play date. This Contract only can be canceled if both Purchaser and Artist(s) agree to such cancellation in writing with notice to be sent immediately to SouthEastern Attractions Inc. If the Purchaser and Artist(s) agree to cancel this Contract, Purchaser's deposit will be refunded only if cancellation notice is received by SouthEastern Attractions, Inc. at least ninety (90) days prior to the date of this engagement. In the event that Purchaser does not obtain agreement to cancellation, Purchaser will forfeit One hundred (100%) percent of the total monetary compensation (fee). Non-payment of the deposit shall not relieve the Purchaser of the obligations set forth herein. This forfeiture is in addition to any other remedies enumerated in this Contract or afforded by law to the Artist(s) and/or SouthEastern Attractions, Inc.

Purchaser, in entering into this Contract, or in causing the same to be signed by a representative acknowledges his/her authority to do so, warrants that he/she is of legal majority and hereby personally assumes full responsibility and liability for the amount (fee) stated herein, plus any fees and costs (including attorney's fees in the maximum amount authorized by law) incurred in collecting the full monetary compensation (fee). This agreement shall be governed by, construed and enforced in accordance with the laws of The State of Alabama. It is understood and agreed by the Purchaser and the Artist(s) that SouthEastern Attractions inc. is not a party to this Contract and that its only function is that of an entertainment bureau and further that SouthEastern Attractions, Inc. is not responsible to either party for breach of this Contract. It further is understood that SouthEastern Attractions, Inc. assumes no liability hereunder.

**ARBITRATION**

Arbitration is final and binding on the parties. The parties are waiving their right to seek remedies in court including the right to a jury trial. Any controversy or claim arising out of or relating to this Contract (agreement) and all associated negotiations, conversations and/or discussions of the parties and SouthEastern Attractions, Inc. and/or their officers, directors, agents, and/or employees directly and/or through a broker shall be resolved by arbitration in Birmingham, AL in accordance with the rules of the American Arbitration Association. Judgment upon any award rendered by the arbitrators may be entered in any court having jurisdiction thereof. The undersigned hereby acknowledge that they voluntarily have agreed to submit any controversies arising as a result of this Contract as stated hereinabove to arbitration.

**\*EQUAL EMPLOYMENT OPPORTUNITY**

Southeastern Attractions, Inc. provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics. In addition to federal law requirements, Southeastern Attractions, Inc. complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation and training. Southeastern Attractions, Inc. expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status. Improper interference with the ability of Southeastern Attractions' employees to perform their job duties may result in discipline up to and including discharge.

\_\_\_\_\_  
Karin Wilson, Mayor  
City of Fairhope, AL

Attest:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Artist (by Band Leader/ Rep. Manager)

\_\_\_\_\_  
Date

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council approves the selection of Chapman Inspection Services for Professional Inspection Services of 2-Million Gallon Water Tank for the Water Department (RFQ No. PS006-18), and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$10,500.00.

DULY ADOPTED THIS 27TH DAY OF NOVEMBER, 2017

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

Attest:

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

# City of Fairhope Project Funding Request

Issuing Date: 11/21/2017

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Professional Inspection Services of 2-Million Gallon Water Tank

Project Location: Water Tank

Presented to City Council: 11/27/2017      Approved             Changed             Rejected       

Project Cash Requirement Submitted for Approval:

Cost: \$10,500.00      Not to Exceed

Providers: Chapman Technical Services LLC

Project Engineer: n/a

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

### Department Funding This Project

General      Gas      Electric      Water XXX      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      Sanitation-40  
Golf-50      Golf Grounds-55      Debt Service-85

Expense Code: 004010-50290      Water-Professional Services

Revenue Code: \_\_\_\_\_

Project will be:      Expensed XXX  
                          Inventoried \_\_\_\_\_  
                          Capitalized \_\_\_\_\_

Project Budgeted: n/a

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

Funding: Water Operating funds

### Project Financed By:

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

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

City Council Prior Approval? Date? No

City Treasurer

Finance Director

Mayor

Request Received Date: 11/21/17

Date: 11/21/17

Date: 11/27/17

Request Approved Date: 11/21/17

Date: 11/21/17

Date: 11/27/17

Signatures: Michael V. Hinson CPA

Signatures: Jill Cabiniss

Signatures: Mayor Karin Wilson

Contact Person: Richard Peterson



## MEMO

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

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

Date: November 21, 2017

Re: RFQ No. PS006-18 Professional Inspection Services of 2-Million Gallon Water Tank Prior to Painting

The Water Department needs to hire a professional firm for **RFQ No. PS006-18 Professional Inspection Services of 2-Million Gallon Water Tank**.

Per our Procedure for Procuring Professional Services for Projects Over \$100K, Director of Operations, Richard Peterson, and I routed a short list through you, to the Mayor, who chose **Chapman Technical Services, Inc.**

**Please move this procurement of professional services forward to the City Council to approve the choice of Chapman Technical Services, LLC., of Saraland, AL, for RFQ No. PS006-18 Professional Inspection Services of 2-Million Gallon Water Tank Prior to Painting, and authorize the Mayor to execute the associated contract, with a not to exceed fee of TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00).**

Cc: file

161 North Section Street

P.O. Drawer 429

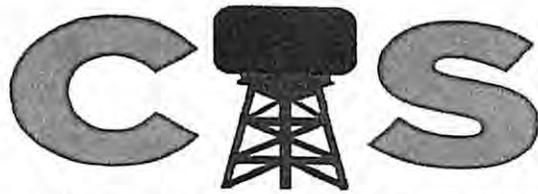
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

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## Chapman Technical Services

5556 7<sup>th</sup> Street  
Satsuma, AL 36572  
251-442-5911

October 23, 2017

Richard Peterson, PE  
City of Fairhope

**RE: Construction Inspection for 2,000,000 Gallon Hydropillar Tank Rehabilitation**

Mr. Peterson,

Chapman Technical Services is pleased to provide the following quote for construction inspection for the above referenced project.

**Lump Sum Price: \$10,500.00**

**Scope of work includes:**

1. Attend bid opening and offer recommendations for award.
2. Construction inspection with following inspection schedule:
  - a. Inspection 1 - Meet with superintendent to establish procedures and schedule.
  - b. Inspection 2-7 - Inspect blast prior to priming inside and outside of water tank.
  - c. Inspection 8-11 - Periodical inspections to see progress of work and check thickness of intermediate and final coats.
  - d. Inspection 12-14 - Holiday detect inside of tank. The rigging will have to be in place for this to take place. This will include a follow up inspection if holidays are detected.
  - e. Inspection 15 - Final Inspection.
  - f. Inspection 16 - One Year inspection.

**Clarifications:**

1. The inspections listed above are typical, The quantity may vary depending on the circumstances.
2. This is a lump sum quote. If there are added inspections or less inspections the price will not change
3. Price includes daily reports with weather conditions and pictures of activities.

If you have any questions please let me know.

Ed Chapman, PE  
Chapman Technical Services, LLC

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

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

[1] That the City Council authorizes the following Project Initiation for the Fairhope Alley Transit Hub Project:

- a) Advertisement for Request for Qualifications (RFQ) for Architectural Services
- b) The Mayor to execute a Professional Services Agreement with selected qualifying firm
- c) The Mayor to execute all project related documents with FHWA, FTA, ALDOT, BRATS, ESMPO and/or Baldwin County Commission

[2] That the City Council authorizes the Mayor to enter into an intergovernmental agreement with Baldwin County Commission outlining the roles of the City/County in Project Management and the Grant Reimbursement Process.

[3] That for the purposes of this Project adopts the following ALDOT and Baldwin County policies or documents shall be adopted and applied (these documents are on file with the Office of the City Clerk and are available for public viewing during normal business hours):

1. Baldwin County Commission - Procurement Procedures - Applicable to all Federal Transit Administration Funded Projects - Federal Transit Administration Programs – Adopted by Baldwin County Commission: November 1, 2016
2. Baldwin Regional Area Transit System - Title VI Program and Limited English Proficiency Plan Update - Adopted by Baldwin County Commission: May 17, 2016
3. Disadvantaged Business Enterprises (DEB) Program, Limited English Proficiency (LEP) Plan and Equal Employment Opportunity Plan (EEO) For Baldwin County Commission - Adopted by Baldwin County Commission: September 21, 2010
4. Baldwin County Commission - Subrecipient Questionnaire – Effective November 20, 2017
5. ALDOT Bureau of Transportation Planning and Modal Programs Transit Section - Policy and Procedure Manual for Federal Transit Administration Transportation Programs 5307, 5309, 5310 and 5311 – Effective November 20, 2017

DULY ADOPTED THIS 27TH DAY OF NOVEMBER, 2017

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

Attest:

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



# Memorandum

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

To: Jack Burrell, ACOMO, Council President

Thru: Lisa A. Hanks, MMC, City Clerk

CC: Honorable Karin Wilson, Mayor; City Staff; File

Date: November 8, 2017

Subject: Fairhope Alley Transit Hub Project – November 13, 2017 - Work Session Agenda Item

---

Council President Burrell:

I am requesting to discuss this project with the full Council in open meeting at the Monday, November 13, 2017 Work Session. Here are the salient points to discuss:

1. Fairhope will be allowed to manage this project "in house"
2. However, since BRATS (Baldwin County) is the Grant recipient we will be required to submit reimbursements through Baldwin County.
3. Since this project is 5307 FEDERAL TRANSIT ADMINISTRATION PROGRAMS Funds we will be required to adopt all required Procurement Procedures and Federal Compliance Requirements (Title 6, DBE, etc...) that is in place with BRATS that have been reviewed and approved by FTA.
4. We have been told to not expect Project Authorization any sooner than January 2018.

I am requesting that the Council at the November 27, 2017 City Council Meeting pass a Resolution that would accomplish the following:

1. Pass the required ESMPO Resolution acknowledging the Funding Match
2. Project Initiation Authorizing the following:
  - a. Advertisement for Request for Qualifications (RFQ) for Architectural Services
  - b. The Mayor to Execute a Professional Services Agreement with selected qualifying firm
  - c. The Mayor to execute all project related documents with FHWA, FTA, ALDOT, BRATS, ESMPO and/or Baldwin County Commission

3. Authorizing the Mayor to enter into an intergovernmental agreement with Baldwin County Commission outlining the roles of the City/County in Project Management and the Grant Reimbursement Process.
4. Adoption of the ALDOT/FTA procurement procedures for this project including Title VI and DBE plan (adopting the County's that is already FTA reviewed and approved is the recommendation).

Background documents are listed below and attached. I look forward to discussing this exciting project with you and the Council.

Yours,

RDJ

Attachments: Conceptual Sketch  
Estimate of probable cost  
Resolution 2015-19 - Approving Public Transit Projects  
RESOLUTION 2018-02 - Allocating Additional 5307 to CO Fairhope  
Draft - Funding Resolution  
Draft - Intergovernmental Service Agreement - Fairhope Transit Shelter

Lisa:

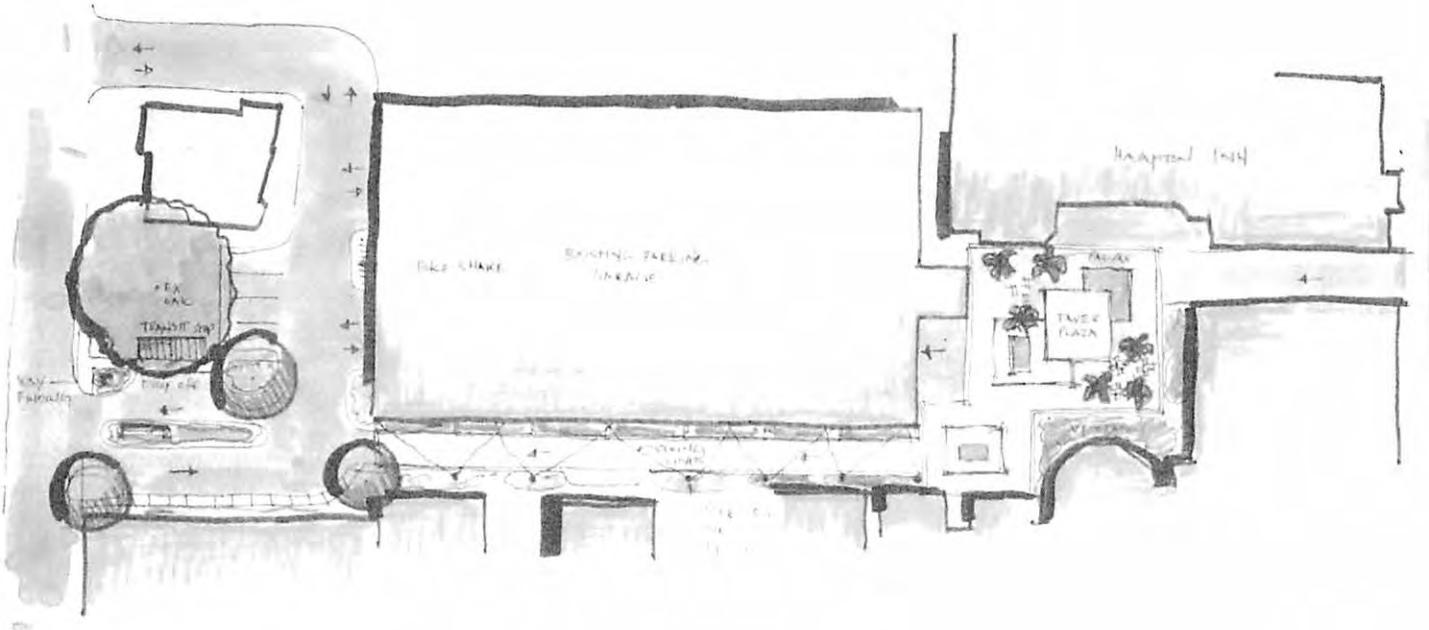
The Resolution should state for the purposes of this Project the following ALDOT and Baldwin County policies or documents shall be adopted and applied:

1. *Baldwin County Commission - PROCUREMENT PROCEDURES - Applicable to all Federal Transit Administration Funded Projects - FEDERAL TRANSIT ADMINISTRATION PROGRAMS – Adopted by Baldwin County Commission: November 1, 2016*
2. *Baldwin Regional Area Transit System - Title VI Program and Limited English Proficiency Plan Update - Adopted by Baldwin County Commission: May 17, 2016*
3. *Disadvantaged Business Enterprises (DEB) Program, Limited English Proficiency (LEP) Plan and Equal Employment Opportunity Plan (EEO) For Baldwin County Commission - Adopted by Baldwin County Commission: September 21, 2010*
4. *Baldwin County Commission - Subrecipient Questionnaire – Effective November 20, 2017*
5. *ALDOT BUREAU OF TRANSPORTATION PLANNING AND MODAL PROGRAMS TRANSIT SECTION - POLICY AND PROCEDURE MANUAL FOR FEDERAL TRANSIT ADMINISTRATION TRANSPORTATION PROGRAMS 5307, 5309, 5310 AND 5311 – Effective November 20, 2017*

We can state that these documents are on file with the Office of the City Clerk and are available for public viewing during normal business hours.

Yours,  
RDJ

Richard D. Johnson, P.E.  
Public Works Director  
[richard.johnson@fairhopeal.gov](mailto:richard.johnson@fairhopeal.gov)



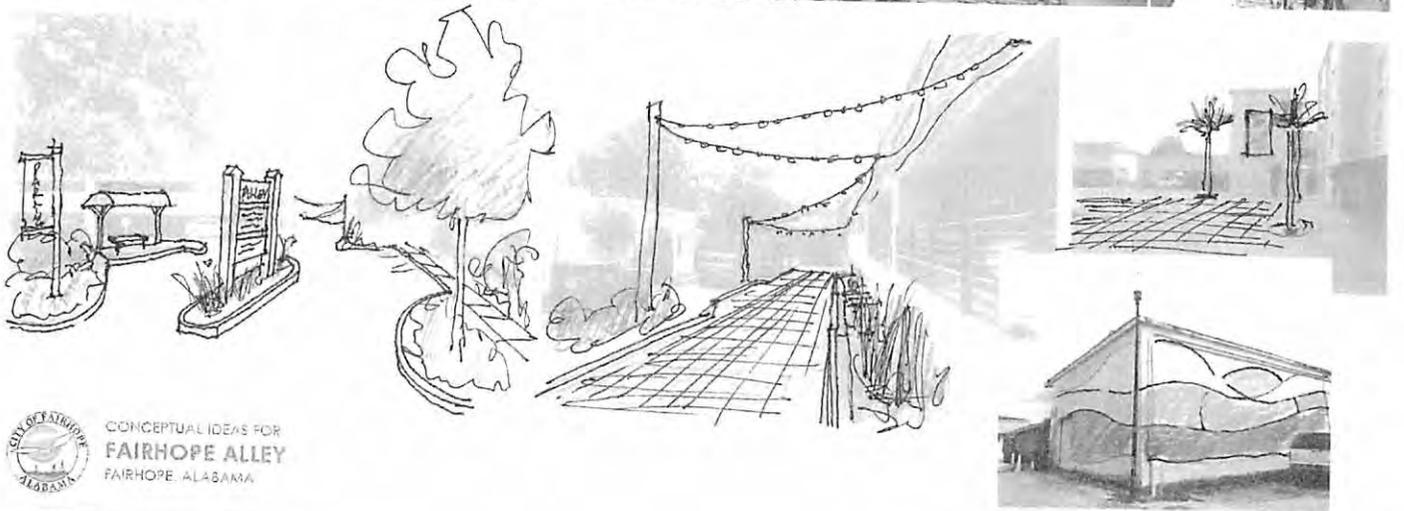
A CONCEPT PLAN FOR  
**FAIRHOPE ALLEY**  
 FAIRHOPE, ALABAMA

**CHRISTIAN**

7000A WINTERGATE | GREENSBORO, NORTH CAROLINA | 336.833.1234



christianparking.com



CONCEPTUAL IDEAS FOR  
**FAIRHOPE ALLEY**  
FAIRHOPE, ALABAMA

CHRISTIAN

DESIGN BY THE UNIVERSITY OF ALABAMA AT BIRMINGHAM



Fairhope Alley  
**Preliminary ALLOWANCE Budget**  
31-Aug-17



**PRELIMINARY SITE ITEMS**

<u>Item Description</u>	<u>Unit</u>	<u>Qty.</u>	<u>Price/Unit</u>	<u>Item Price</u>
Survey	Allowance	1	\$5,000.00	\$5,000.00
BRAT Transit Structure	Allowance	1	\$45,000.00	\$45,000.00
Signage	Allowance	1	\$20,000.00	\$20,000.00
Demolition/Mobilization	Allowance	1	\$48,000.00	\$48,000.00
Drainage & Planter Runnel	Allowance	1	\$45,000.00	\$45,000.00
Bike Share	Allowance	1	\$2,500.00	\$2,500.00
Electrical	Allowance	1	\$45,000.00	\$45,000.00
Landscape	Allowance	1	\$30,000.00	\$30,000.00
Pavement	Allowance	1	\$250,000.00	\$250,000.00
A&E Fees	Allowance	1	\$55,000.00	\$55,000.00
<b>SUBTOTAL</b>				<b>\$545,500.00</b>
10% CONTINGENCY				\$54,550.00
<b>TOTAL</b>				<b>\$600,050.00</b>

NOTE: This is not an estimate - but a general budget for the components associated with this project.

**EASTERN SHORE  
METROPOLITAN PLANNING ORGANIZATION**

**RESOLUTION NO. 2015-19**

**Approving Public Transit Projects**

**WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO)** is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by MAP-21 Sections 1201 and 1202, July 2012); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

**WHEREAS, the Baldwin Rural Area Transportation System** has been named the Public Transportation provider for the Eastern Shore MPO planning area; and

**WHEREAS, the Eastern Shore Metropolitan Planning Organization Urbanized area** qualifies for Federal Transit Administration (FTA) 5307 grant funds; and

**WHEREAS, the City of Daphne** has submitted a transit hub project for funding as described in Exhibit A; and

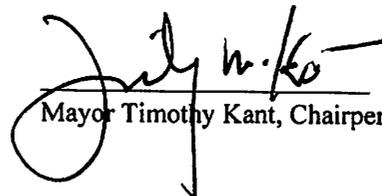
**WHEREAS, the City of Fairhope** has submitted a transit hub project for funding as described in Exhibit B; and

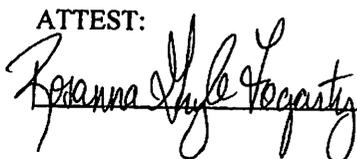
**WHEREAS, the City of Spanish Fort** has submitted a transit Park-and-Ride project for funding as described in Exhibit C; and

**WHEREAS, the submitted transit projects** are to be included in the FY 2016-2019 Transportation Improvement Program (TIP) and 2040 Long Range Transportation Plan; now

**THEREFORE, BE IT RESOLVED** that the Eastern Shore Metropolitan Planning Organization Policy Board approves the submitted projects for funding and inclusion in the FY2016-2019 Transportation Improvement Program, and authorizes MPO staff to take all steps necessary to accommodate the allocation of funds.

The foregoing resolution was adopted and approved on the 22nd day of July, 2015, by the Eastern Shore Metropolitan Planning Organization Policy Board.

 Date: 7-29-15  
Mayor Timothy Kant, Chairperson

ATTEST:  
 Date: 7/29/15

My Commission Expires 03/23/2016

**EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION**

**RESOLUTION NO. 2018-02**

**Amendments to the FY 2016-2019 Transportation Improvement Program (TIP)**

**WHEREAS, the Eastern Shore Metropolitan Planning Organization (MPO)** is the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by the FAST Act, Sections 1201 and 1202, December 2015); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

**WHEREAS, Title 23 USC 134 and 23 CFR 450.324** require that transportation projects in urbanized areas, funded by the Federal Highway Administration and the Federal Transit Administration, be included in a Transportation Improvement Program (TIP), amended as often as required, and adopted by the Eastern Shore Metropolitan Planning Organization (MPO); and

**WHEREAS, consistent with the declaration of these provisions, the Eastern Shore Metropolitan Planning Organization, in cooperation with the Alabama Department of Transportation, adopted Resolution 2015-24 approving the Final FY 2016-2019 Transportation Improvement Program; and**

**WHEREAS, the City of Fairhope was allocated \$250,000 of 5307 Urbanized Area Transit Funds (CN – 100064664) in aforementioned Transportation Improvement Program; and**

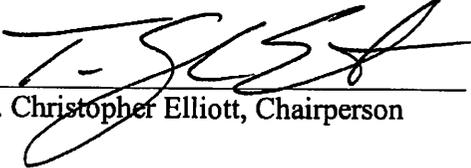
**WHEREAS, the City of Fairhope has requested an additional \$350,000 of funds through 5307 Urbanized Area Transit Grant funding to construct a transit shelter and complete related improvements at/near the Downtown Fairhope Parking Deck; and**

**WHEREAS, the City of Fairhope agrees to provide the local match required for the \$600,000 (Federal - \$480,000, Local - \$120,000) in 5307 funds in the amounts set forth and as required by FTA for associated improvements; and**

**WHEREAS, the City of Fairhope agrees to cover all cost over-runs associated with the downtown transit shelter project; now**

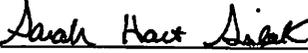
**THEREFORE, BE IT RESOLVED** that the Eastern Shore Metropolitan Planning Organization, has reviewed the Amended FY 2016 to 2019 Transportation Improvement Program and does hereby approve the aforementioned changes.

The foregoing resolution was adopted and approved on the 25<sup>th</sup> day of October 2017, by the Eastern Shore Metropolitan Planning Organization Policy Board.

  
\_\_\_\_\_  
T. Christopher Elliott, Chairperson

Date: 10/25/17

ATTEST:

  
\_\_\_\_\_  
Date: 10/25/17

STATE OF ALABAMA )  
COUNTY OF BALDWIN )

**RESOLUTION #20##-###**

A RESOLUTION OF THE FAIRHOPE CITY COUNCIL REQUESTING THE EASTERN SHORE METROPOLITAN PLANNING ORGANIZATION FUND A PROJECT TO CONSTRUCT A TRANSIT SHELTER IN DOWNTOWN FAIRHOPE FOR WHICH THE CITY OF FAIRHOPE WILL PROVIDE THE 20% LOCAL MATCH

WHEREAS, the City of Fairhope ("City") is a member of the Eastern Shore Metropolitan Planning Organization (MPO), and

WHEREAS, federal funding is available through the MPO for transit projects; and

WHEREAS, federal law requires a twenty percent (20%) local match for projects utilizing said federal funds; and

WHEREAS, City desires to construct a transit shelter in downtown Fairhope (hereinafter "Project"); and

WHEREAS, the estimated total Project cost is \$600,000; and

WHEREAS, the estimated local match for the Project is estimated at \$120,000; and

WHEREAS, the MPO requires a resolution from a sponsoring local government committing the sponsoring government to providing the 20% local match for project funds;

NOW, THEREFORE, BE IT RESOLVED, BY THE FAIRHOPE CITY COUNCIL, IN REGULAR SESSION ASSEMBLED, that we request the Eastern Shore Metropolitan Planning Organization fund the Downtown Fairhope Transit Shelter and that we commit to providing the local match for said project amounting to 20% of the total project cost not to exceed the estimated amount of \$120,000.00.

DONE, this the \_\_\_\_ th day of \_\_\_\_\_, 2017.

---

Councilman Jack Burrell, Council President

*ATTEST:*

---

Lisa Hanks, City Clerk

## **INTERGOVERNMENTAL SERVICE AGREEMENT**

This Intergovernmental Service Agreement (“Agreement”) is entered into by and between the Baldwin County Commission (hereinafter “County”) and the City of Fairhope, Alabama (hereinafter “City”), as follows:

### **RECITALS**

**Whereas**, County is the duly formed governing body in and for Baldwin County, Alabama, and City is an incorporated municipality of the State of Alabama; and

**Whereas**, the County is the administrator of the Eastern Shore Metropolitan Planning Organization (MPO), the organization designated by the Governor of the State of Alabama as being responsible, together with the State of Alabama, for implementing the applicable provisions of 23 USC 134 and 135 (amended by the FAST Act, Sections 1201 and 1202, December 2015); 42 USC 2000d-1, 7401; 23 CFR 450 and 500; 40 CFR 51 and 93; and

**Whereas**, the City is an MPO member government; and

**Whereas**, the Baldwin Regional Area Transit System (BRATS) is the designated public transit provider for the MPO; and

**Whereas**, the Federal Transit Administration (FTA) allocates 5307 funds to the MPO for public transit capital and operation needs within the MPO urbanized area; and

**Whereas**, on October 25, 2017, the MPO adopted and approved resolution 2018-02 amending the FY 2016-2019 Transportation Improvement Program (TIP) allocating \$480,000 in federal funds for a Fairhope Transit Shelter in the City (hereinafter “Project”); and

**Whereas**, the City has agreed to contribute \$120,000 for the 20% local match; and

**Whereas**, as the designated public transit provider for the MPO, BRATS is the grantee for all 5307 grant applications and oversees the use of those funds; and

**Whereas**, the City desires to manage the Project and coordinate directly with Alabama Department of Transportation (ALDOT) throughout the duration of the Project; and

**Whereas**, the County and City agree that such an arrangement is in the best interested of both parties and the citizens of Baldwin County; and

**Whereas**, ALDOT has concurred with the City’s request to manage the project subject to formal documentation of the arrangements between the County and City; and

**Whereas**, County and City now wish to enter into this Agreement to provide for their joint cooperation in the City’s management of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Independent Entities:** By entering into this agreement, the City is not an agent of the County, its officers, employees, agents or assigns. The City is an independent entity from the County and nothing in this agreement creates an agency relationship between the parties.
3. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is for the City to manage the Fairhope Transit Shelter project by coordinating all aspects of the project with ALDOT, the MPO, and the County; requesting reimbursement from ALDOT through the County; and provide monitoring and reporting for all required federal clauses and regulations associated with the project.
4. **Project Contacts:** Each party hereby designates the individual set forth below as its respective Project Contact. Project Contacts will assist with Project coordination and will be each party's prime contact person. Notices, reports, and other correspondence will be sent to the attention of each party's Project Manager by electronic mail or U.S. mail, whichever is most appropriate, to the parties' addresses as set forth below.

- Project Contact for the County:

Taylor Rider  
btrider@baldwincountyal.gov  
Baldwin Regional Area Transit System  
PO Box 907  
Robertsdale, AL 36567

- Project Contact for the City:

Richard Johnson  
richard.johnson@fairhopeal.gov  
City of Fairhope  
PO Drawer 429  
Fairhope, AL 36533

Any changes to the above representatives or addresses must immediately be provided to the other party in writing.

5. **County to Lease Transit Shelter at No Cost:** The City shall lease the Transit Shelter to County for duration required by the Federal Transit Administration at no cost to the County.

6. **Submittal of Invoices:** The City will pay all costs related to the project and submit an invoice to the County for the eighty-percent (80%) federal portion. Invoices must provide a detailed description of reimbursable expenses and shall be provided in the format requested by County and with all necessary support documentation requested by the County. The County will submit the invoice and support documents to ALDOT. Upon receiving reimbursement from ALDOT, the County will remit the invoice amount to the City.

Invoices will be submitted by the City to the County at the following address:

Taylor Rider  
Baldwin Regional Area Transit System  
PO Box 907  
Robertsdale, AL 36567

Invoices may be submitted to Baldwin County on a monthly basis with not more than one invoice per month. A final invoice must be submitted by City no later than three months following the date of acceptance of the completed project by ALDOT.

7. **Maintenance:** The City, at all times, including during the effective term of this Agreement and at all times thereafter, shall retain exclusive maintenance responsibilities for the Fairhope Transit Shelter.
8. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
9. **Reimbursement Limited:** The reimbursement to be paid to the City shall be limited to eligible Project expenses in accordance with applicable ALDOT and FTA procurement guidelines for transit projects. Any non-eligible project expense incurred by the City will not be reimbursed and will be born solely by the City.
10. **City Qualifications:** The City certifies that it is qualified to manage the project in conformity with all applicable State and federal regulations and has completed that attached Subrecipient Questionnaire as evidence of this fact (see Attachment A).
11. **Financing and Budgeting:** City shall be responsible for financing the obligations undertaken by it in relation to the Project and County shall not be responsible for financing, or in any other manner contributing to, the actual costs or expenses of the obligations undertaken by the City unless expressly identified herein.
12. **Project Records and Documents:** The City, upon request, will provide to the County for examination or audit all Project related records and documents during or following completion of the Project. The City will maintain all such records and documents for at least three (3) years following completion of the Project.

13. **Law Compliance:** The City will abide by and assist the County in satisfying all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under this Agreement. The City shall procure all applicable federal, state and local permits and pay all said fees.
14. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties (“Effective Date”).
15. **Term:** The term of this Agreement shall be for thirty-six (36) months from its effective date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
16. **Services to be Performed by County:**
  - A. BRATS and MPO staff shall provide stakeholder input to City on an as-needed basis.
  - B. Upon receipt of an invoice and all required support documentation from City, County shall, within 45 days, submit a request for reimbursement from ALDOT.
  - C. Upon receipt of reimbursement from ALDOT, County shall, within 45 days, remit to City the invoiced reimbursement amount.
17. **Services to be Performed by City:**
  - A. Provide all project management related to the Project including all necessary coordination with ALDOT, selecting and managing consultants, letting to bid, and managing construction in accordance with the applicable State and federal requirements.
  - B. Provide preliminary engineering and survey work required for the Project.
  - C. Acquire all right-of-way necessary to complete the project.
  - D. Provide any and all material testing and all construction engineering and inspection (CE&I)
  - E. Handle coordination and any costs associated with utility relocations.
  - F. Acquisition, monitoring and reporting for all required permits (including ADEM) and any associated costs.
  - G. Submit all invoices and required support documentation to County for reimbursement.

H. Take all necessary action to maintain completed Project in accordance with applicable State and federal requirements.

I. Provide all monitoring and reporting for all required federal clauses and regulations and any associated costs.

\*Any tasks necessary for the completion of Project not specifically delineated in Section 10 as a responsibility of County shall be the responsibility of City.

18. **Adoption of ALDOT and FTA Procurement Procedures:** The City hereby adopts the ALDOT procurement procedures, as approved by the Federal Transit Administration, for any procurement related to the Project (see Attachment B).

19. **Adoption of BRATS Title VI and DBE Plan:** The City hereby adopts the BRATS Title VI and DBE plans as approved by the Federal Transit Administration, as amended from time to time (see Attachment C)

20. **Termination and Notice:** Notwithstanding the foregoing, the County may terminate this Agreement, with reasonable cause, upon written notice to the City. The County's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the City. In the event of termination by the County, the City shall be responsible for all actual costs incurred by the County (less donated County time and services) through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Fairhope  
PO Drawer 429  
Fairhope, AL 36533

To County: Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

21. **Indemnity:** To the fullest extent allowed by law, City shall indemnify, defend and hold the County and its Commissioners, departments, department heads, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon the County, as a result of or in any manner related to the work or services performed by the County and City pursuant to this Agreement or in any way related to the work or services performed by the County or City pursuant to this Agreement, excluding those which arise from an alleged injury to a County

employee. This indemnification provision shall survive the expiration or termination of this Agreement.

City accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its "WHERE IS", "AS IS", condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of, the improvements, work, property, product, funds and services of the County. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons (other than County employees) or damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense by, the City against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City related to any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

22. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.
23. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
24. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
25. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.

26. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement by and through their duly authorized representatives as of the date of full execution below.

**COUNTY:**  
BALDWIN COUNTY

**ATTEST:**

BY: \_\_\_\_\_ /  
FRANK BURT, JR. /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
RONALD J. CINK /Date  
County Administrator

**CITY:**  
THE CITY OF FAIRHOPE

**ATTEST:**

BY: \_\_\_\_\_ /  
KARIN WILSON /Date  
Mayor

\_\_\_\_\_/\_\_\_\_\_  
LISA HANKS /Date  
City Clerk

State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Burt, Jr., as Chairman of the Baldwin County Commission, and Ron Cink, as County Administrator of the Baldwin County Commission, whose names are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Alabama )  
County of \_\_\_\_\_ )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that, Karin Wilson, whose name as Mayor of the City of Fairhope, and Lisa Hanks, whose name as City Clerk of the City of Fairhope, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City of Fairhope.

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_