

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.

Work Session

Monday, 13 November 2017


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- 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 Botop 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 Botop 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. Botop 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. Botop 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.




Jay Robinson,
Council President Pro Tempore



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

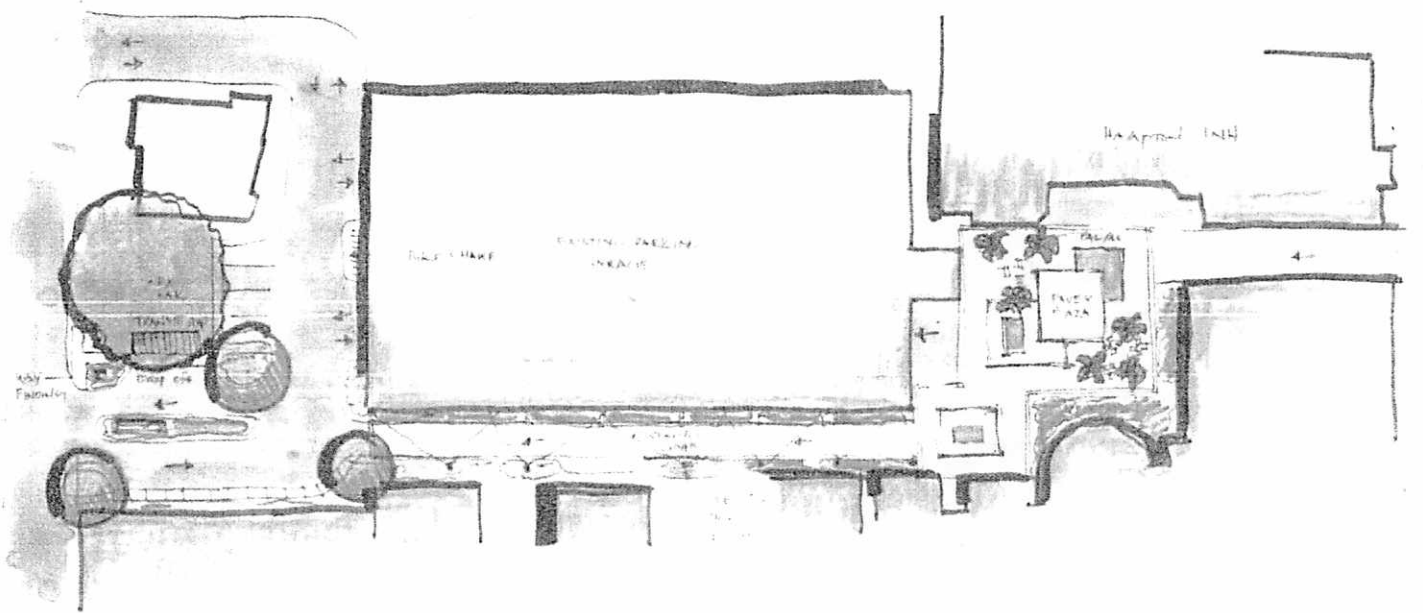
3. Authorizing the Mayor to enter into an intergovernmental agreement with Baldwin County Commission outlining the roles of the City/County in Project Management and the Grant Reimbursement Process.
4. Adoption of the ALDOT/FTA procurement procedures for this project including Title VI and DBE plan (adopting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



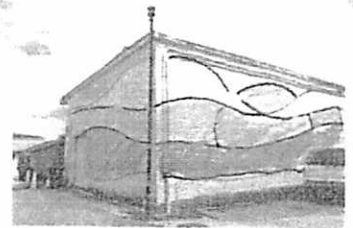
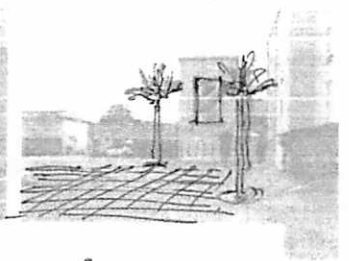
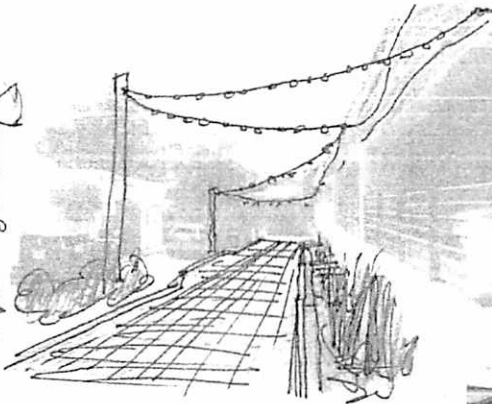
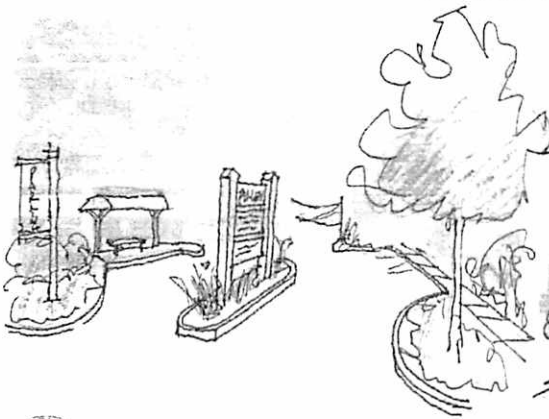
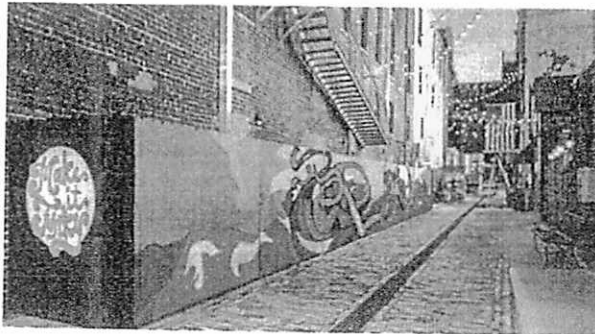
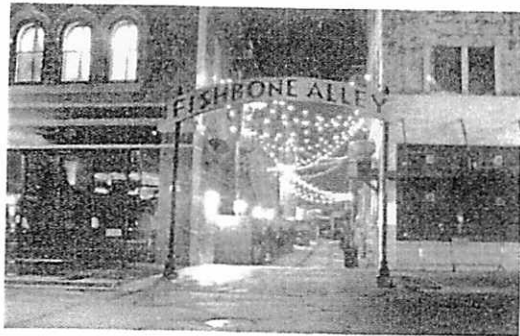
A CONCEPT PLAN FOR
FAIRHOPE ALLEY
 FAIRHOPE, ALABAMA



CHRISTIAN

100025 ALABAMA • 36688 SPRING HILL, ALABAMA • 850.227.5500

100 FAIRHOPE ALLEY, FAIRHOPE, ALABAMA



CONCEPTUAL IDEAS FOR
FAIRHOPE ALLEY
FAIRHOPE, ALABAMA

CHRISTIAN

ARCHITECTURE | LANDSCAPE ARCHITECTURE | DESIGN



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
SUBTOTAL				\$545,500.00
10% CONTINGENCY				\$54,550.00
TOTAL				\$600,050.00

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 25th 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
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	\$2,328,005.03	\$2,817,352.13	\$0.00	\$489,347.10	\$222,992.51
Fiscal Year 2027	\$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 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

City	Households	Provider	Monthly Costs	Garbage	Trash	Recycle	Other	Notes
Fairhope	9,769	City	\$12.85 Resident \$17.55 Business	1 Can 2X Week 1 Can 2X Week City Can	1X Per Week 1 Truckload / 20 Cubic Yards	1X per Week Curbside Pick up 3 Bin Separation Model	C&D / Bulk Pick Up 1X Per Week W/ trash service \$45.00 Fee Inactive	2x Per Week Service on Garbage
Daphne	8,000	City \$15.40 JAN 1	\$13.90 Resident \$20.00 Business	1 Can 1X Week 1 Can 1X Week City Can	1X Per Week 1 Scoop / 15 Cubic Feet	1X Per Week Single Stream Curbside Can	\$50.00 ¼ Truck \$100.00 full Truck on Trash	1X Per Week All Services
Foley	6,700	City	\$16.00 Resident \$22.50 Business	1 Can 1X Week 1 Can 1X Week City Can	1X Per Week 5 Cu Yards	1X Per Week Single Stream Curbside Can	\$60.00 ¼ Truck \$120.00 Full Truck on Trash	1X Per Week All Services
Silverhill	342	City	\$17.29 Resident \$14.43 Seniors \$27.30 Business	1 Can 1X Week 1 Can 1X Week \$2.50 Cart Fee / Month	2X Per Month \$10.00 Fee for White Goods, Appliances	Drop Off Only	\$20.00 ¼ Truck \$40.00 Full Truck on Trash	2X Per Week Service for: \$5.00 Cart Fee 2 Cans / \$27.30
Bay Minette	4,500	City	\$16.50 Resident \$16.50 Business	1 Can 1X Week 1 Can 1X Week City Can	1X Per Week 5 Cu Yards	Drop Off Only		Garbage Moving to 1X Per Week Q2 2017
Gulf Shores	5,400	Allied Waste	\$15.18 Resident \$19.87 Resident Business: Private Company Only	1 Can 1X Week 1 Can 3X Week Beach District	1X Per Week 4 Cu Yards	1X Per Week Single Stream Via Allied Waste	Beach Recycle Picked up by City	
Baldwin County	53,071	County	\$16.00 Residential Service Only	1 Can 1X Week	2X Per Quarter 5 Cu Yards	Drop Off Only	2X Per Week Garbage Available as Optional	Survey on Recycling Home Pick Up 2016
Mobile	80,000	City	No Charge	1 Can 1X Week	1X Per Week 4 Cu Yards	Drop Off Only		
Mobile County	154,188	Private Contract Service	No Service N/A	N/A	N/A	N/A	N/A	Private Contractors Only

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.

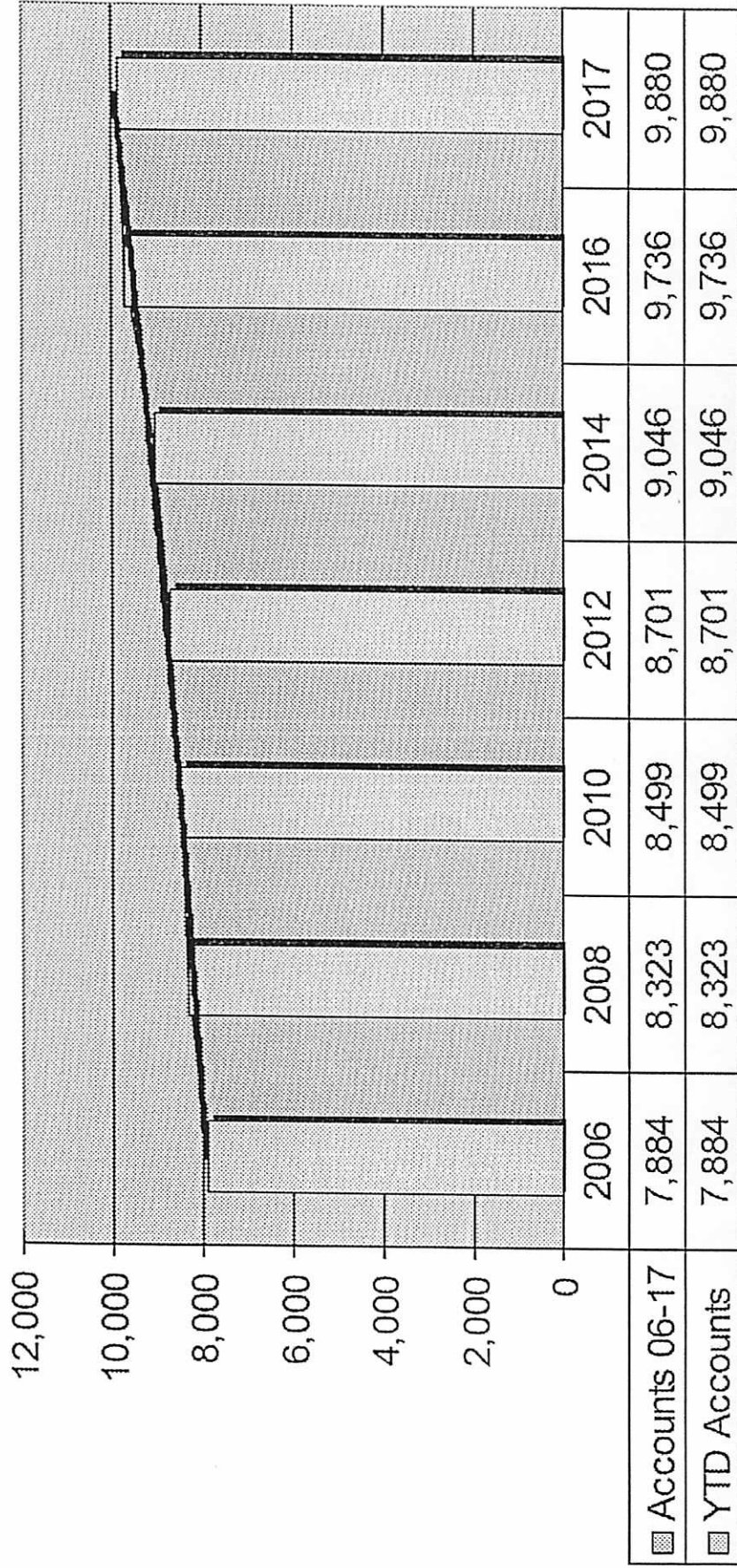
(Code 1962, §§ 10-4, 10-5; Ord. No. 478, §§ 2, 3, 12-13-71; Ord. No. 525, §§ 2, 3, 2-11-74; Ord. No. 785, §§ 1, 2, 3-23-87; Ord. No. 827, § 1, 2-13-89; Ord. No. 845, § 1, 10-9-89; Ord. No. 857, § 1, 6-7-90; Ord. No. 878, § 4, 5-13-91; Ord. No. 927, § 1, 3-22-93; Ord. No. 1044, § 1, 2-8-99; Ord. No. 1266,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

FAIRHOPE SANITATION

**Review and Fee
Options**

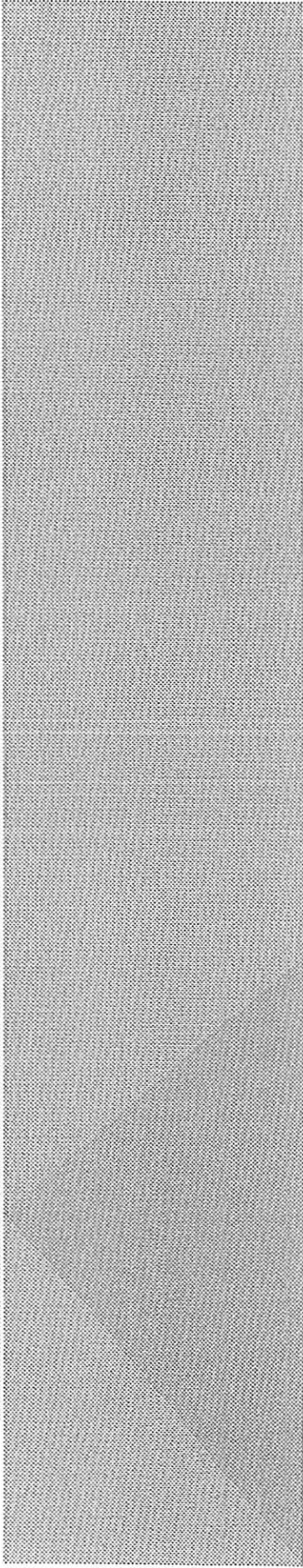
06/12/17

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

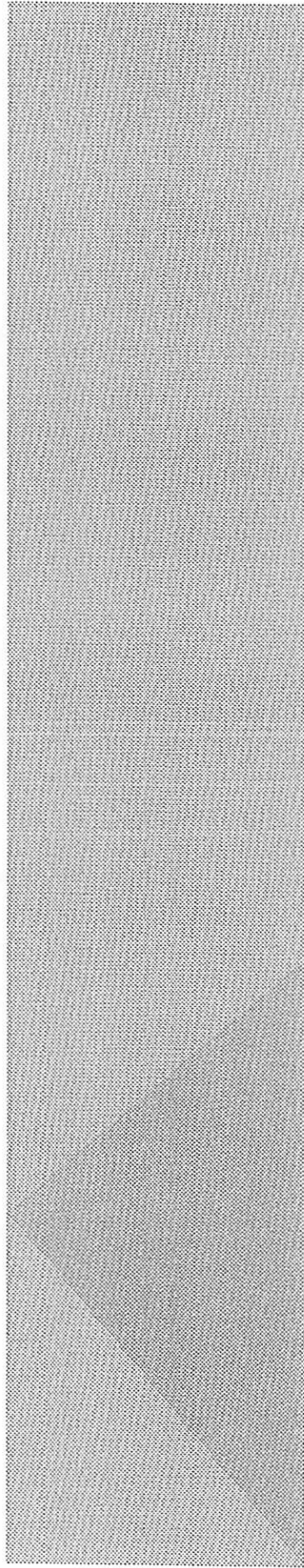
Current Total 05/31/17: 9,880 Accounts

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

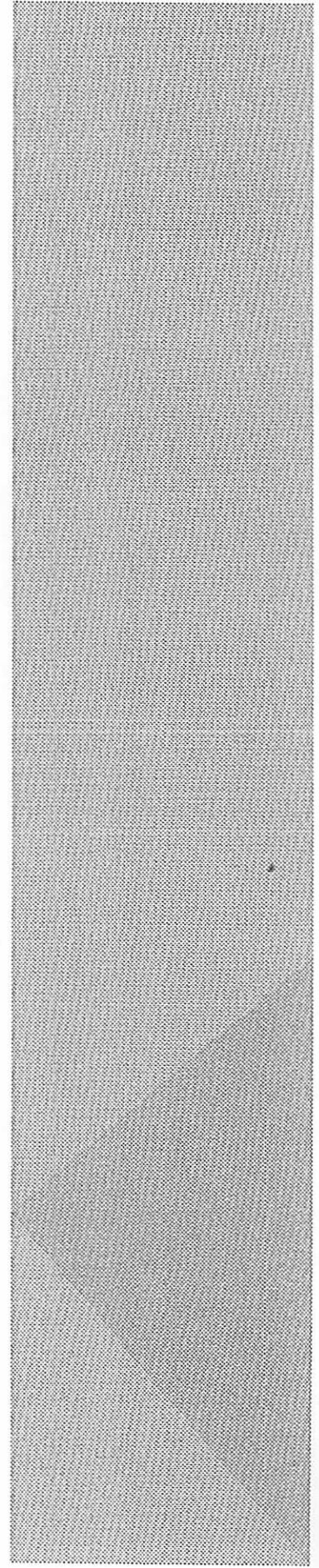
4 Stops per week at each home:

- 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 \$15.40	1X Week	1X Week
Baldwin County	\$16.00	1X Week	Drop off only



SANITATION OTHER COSTS

City Garbage Cans:

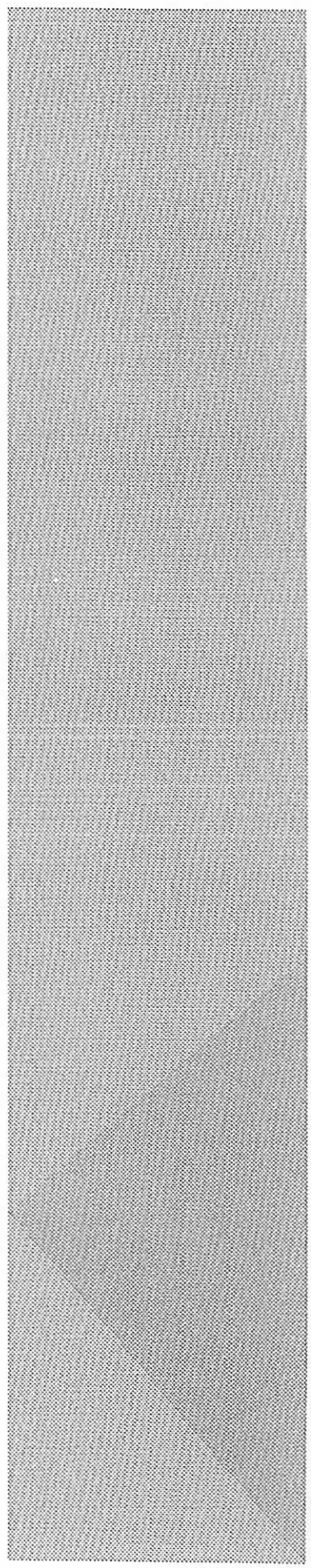
Averaging 400 Placements per year

- 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



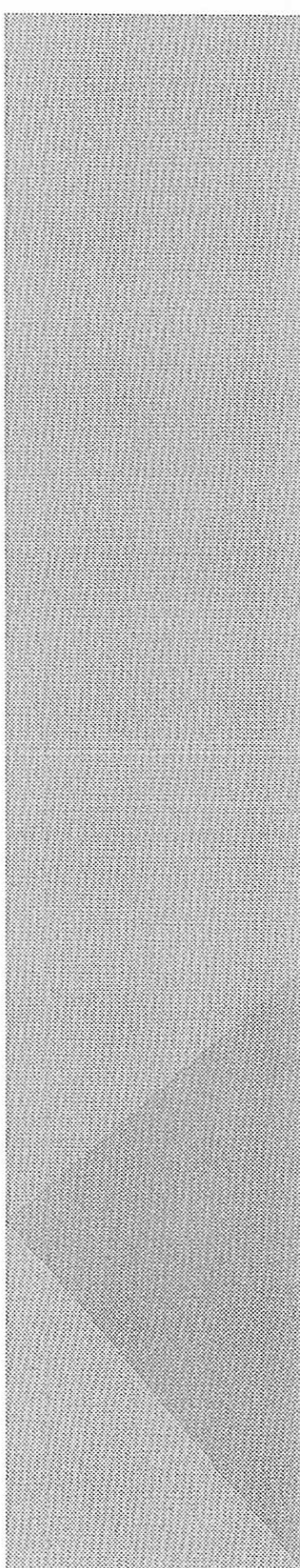
SANITATION FEES

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

