



**CITY OF FAIRHOPE**

**CITY COUNCIL PACKET**

**DISCLAIMER**

**PLEASE TAKE NOTICE:**

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

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

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

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 9 JULY 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 25 June 2018 Regular City Council Meeting, minutes of 25 June 2018 Work Session, and minutes of 25 June 2018 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 The Teachers’ Retirement Systems of Alabama to Tourism Resort District concurrent with annexation into the City of Fairhope. This property is generally located on the west side of Battles Road just south of Crane Place, Fairhope, Alabama. A Portion of PPIN #72845. Camellia at the Colony. (Introduced at the June 25, 2018 City Council Meeting)
6. **Final Adoption** – An Ordinance to Approve an Application from Catherine Reynolds for a Franchise Agreement for a Franchise Agreement to operate Aquatics Instruction, which includes life guard and swim instruction, at the Fairhope Municipal City Pool on 803 North Greeno Road. (Introduced at the June 25, 2018 City Council Meeting)
7. **Final Adoption** – An Ordinance amending Ordinance No. 1412 and Ordinance No. 1315 of the City of Fairhope, Alabama, by Revision of Section 21-21 by the Adoption of the following Electric Rates for all Electric Customers of the City. (Introduced at the June 25, 2018 City Council Meeting)
8. **Final Adoption** – An Ordinance amending Ordinance No. 700, Ordinance No. 1121, and Ordinance No. 1466; An Ordinance to amend and add to Chapter 21, Article V, Gas, Section 21-61 Fairhope Code of Ordinances. (Introduced at the June 25, 2018 City Council Meeting)
9. **Final Adoption** – An Ordinance to Establish Water Rates; and Capacity Asset Fees and Installation Fees for all Customers of the City of Fairhope Water Systems. This Ordinance Amends Ordinance No. 953; and Repeals Ordinance No. 1122 and Ordinance No. 1383. (Introduced at the June 25, 2018 City Council Meeting)
10. **Final Adoption** – An Ordinance to Establish Wastewater (Sewer) Rates; and Capacity Asset Fees and Installation Fees for all Customers of the City of Fairhope Wastewater Systems. This Ordinance Amends Ordinance No. 953; and Repeals Ordinance No. 1122 and Ordinance No. 1383. (Introduced at the June 25, 2018 City Council Meeting)

11. Resolution – That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 3101-18, rejects Bid No. 024-13 for Fitness Equipment for the Recreation Department; and authorizes to rebid.
12. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Extension No. 1 of Bid No. 026-17, the Installation of Seasonal Supplemental LED Lighting with Winterland, Inc. for an additional one year, as per the terms and conditions of the original contract with a total annual cost not to exceed \$147,800.00.
13. Resolution – That Mayor Karin Wilson is hereby authorized to execute Extension No. 2 of the Contract with Galls, LLC for the Police Department Uniforms 2016 (Bid Number 019-16) for an additional one year as per the terms and conditions of the original contract. The approximate annual cost will be \$13,000.00.
14. Resolution – That the City Council approves the selection of Dell Consulting, LLC to perform Professional Engineering Services for Re-Roofing at Fairhope City Services and Utilities Building for the Facilities Maintenance Department (RFQ PS025-18); and hereby authorizes Mayor Karin Wilson to negotiate the fee schedule.
15. Resolution – That the City of Fairhope has voted to procure procurement Ten (10) Marine Pedestals for Fairhope Docks from HyPower with a total cost of \$9,104.00; and recommends budget amendment for same.
16. Resolution – That the City of Fairhope has voted to purchase a Camera System for the Police Department and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(a)(15). The cost will be \$20,543.98.
17. Resolution – That the City of Fairhope has voted to purchase a 2019 Ford F250 SuperCab 4x2 Pickup for the Gas Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; with a cost not-to-exceed \$32,233.00.
18. Resolution – That the City of Fairhope has voted to purchase a 2017 Ford F450 Extended Cab 4x4 Pickup for the Fire Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; with a cost not-to-exceed \$43,500.00.
19. Resolution – That the City of Fairhope has voted to approve a Three-Year Lease of Mailing Machine for the City of Fairhope; and the type of mailing machine needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; with a total lease amount of \$17,095.68.
20. Resolution – That the City of Fairhope has voted to procure a IBAK T76 Tractor and Equipment for the Sewer Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$32,624.33.

21. Resolution – That the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the Assistant Marina Manager Job Position; and the Job Description and Grade of Pay for same.
22. Resolution – That the City gratefully accepts the Quitclaim Deed from LBB Holdings, LLC to the City of Fairhope, Alabama, dedicating a Right-of-Way on Horn Lane to correct an encroachment; and authorizes the Mayor to sign any documents necessary to complete the transfer.
23. Application for a Restaurant Liquor License by Casey Carrigan, for Tex-Bama Group, LLC, d/b/a Texarbama BBQ, located at 212 One-Half Fairhope Avenue, Fairhope, Alabama.
24. Public Participation – (3 minutes maximum)
25. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, July 9, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, July 9, 2018 – Council Chambers**

**Next Regular Meeting – Monday, July 23, 2018 - Same Time and Place**

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

**MONDAY, 9 JULY 2018 – 4:30 P.M. – COUNCIL CHAMBER**

1. Discussion of Landscape Architectural Services
2. Utility Rates Discussion
3. Committee Updates
4. Department Head Updates/Grant Updates

**Next Regular Meeting Monday, July 23, 2018 at 4:30 p.m. and Same Place**

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )(

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
On Monday, 25 June 2018.

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

Council President Burrell called the meeting to order at 5:34 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 5:46 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 25 June 2018.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Deacon George Yeend with St. Lawrence Catholic Church and the Pledge of Allegiance was recited. Councilmember Robinson moved to approve minutes of the 11 June 2018, regular meeting; minutes of the 11 June 2018, work session; and minutes of the 11 June 2018, agenda meeting. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council and said she had invited Judge Russell to come and explain the two petitions and clarify the information, but will not be here tonight. She mentioned a flyer outside that goes over the petitions for the Council-Manager Form of Government and both have been approved. She said you could reach out to Judge Russell either by e-mail or telephone. Council President Burrell asked Mayor Wilson if she knew the cost for holding the election; and she replied no.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Cliff McCollum with The Courier addressed the City Council and said the estimate to hold the election would be between \$15,000.00 to \$20,000.00.
- 2) Glenn Barefoot, 607 Woodlane Court, addressed the City Council regarding Agenda Item Number 13: a resolution regarding the proposed slip rated at Fairhope Docks going into effect July 1, 2018. Mr. Barefoot said it was not fair to go from \$5.00 per foot to \$10.00 per foot; especially with the shape of the docks. He also mentioned American Express not being available and losing fuel sales.

Councilmember Robinson said he was saddened by recent Council meetings; and want to hear from citizens. He said we need to hold ourselves to a higher standard; and he welcomes criticism and expects it, but there is a way to conduct ourselves in a manner that does not embarrass ourselves or the City. Councilmember Robinson said this is kind of a warning to the other Councilmembers, and he already spoke to the Mayor regarding discussing the new form of government. He said it was not appropriate for him to use his elected position as a platform for taking one side or the other; and glad he has not commented either way.

25 June 2018

Councilmember Robinson said there is a law to back his position. He read the following he had received from the City Attorney: "Any person who attempts to use his or her official authority or position for the purpose of influencing the vote or political action of any person shall be guilty, upon conviction, of a Class C felony." He said use of City resources to disburse that information would be a violation of that law. Councilmember Robinson stated he was elected to be a voice of the people.

Councilmember Conyers commented there are mutual trust issues with the Mayor and Councilmembers. He said we could meet two at a time; and mentioned attending the Directors Roundtable. Councilmembers Conyers said that citizens expect more.

Councilmember Boone said that if you wanted his opinion just give me a call.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Robinson introduced in writing an ordinance to zone the property of The Teachers' Retirement Systems of Alabama to Tourism Resort District concurrent with annexation into the City of Fairhope. This property is generally located on the west side of Battles Road just south of Crane Place, Fairhope, Alabama. A portion of PPIN #72845. Camellia at the Colony. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance. He said there were three recommendations from the Planning Commission: resolve the water and sewer issues, the Tourist Resort District remain, and low-rise residential.

Council President Burrell opened the Public Hearing at 6:20 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:21 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the July 9, 2018 City Council meeting.

A Public Hearing was held to consider a proposed ordinance for a Franchise Agreement to operate Aquatics Instruction, which includes life guard and swim instruction. Councilmember Boone introduced in writing an ordinance to approve an Application from Catherine Reynolds for a Franchise Agreement for a Franchise Agreement to operate Aquatics Instruction, which includes life guard and swim instruction, at the Fairhope Municipal City Pool on 803 North Greeno Road. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.



25 June 2018

Recreation Director Tom Kuhl and Noah Williams briefly explained the proposed ordinance; and commented this is the same business that Mike Rogers had with the City.

Council President Burrell 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 July 9, 2018 City Council meeting.

Councilmember Boone introduced in writing an ordinance to amend Ordinance No. 1412 and Ordinance No. 1315 of the City of Fairhope, Alabama, by Revision of Section 21-21 by the Adoption of the following Electric Rates for all Electric Customers of the City. Council President Burrell explained capacity; and suggested getting Fred Clark with the AMEA to come to a City Council meeting. Due to lack of a motion for immediate consideration, this ordinance will layover until the July 9, 2018 City Council meeting.

Councilmember Robinson introduced in writing an ordinance to amend Ordinance No. 700, Ordinance No. 1121, and Ordinance No. 1466; An Ordinance to amend and add to Chapter 21, Article V, Gas, Section 21-61 Fairhope Code of Ordinances. Due to lack of a motion for immediate consideration, this ordinance will layover until the July 9, 2018 City Council meeting.

Councilmember Boone introduced in writing an ordinance to Establish Water Rates; and Capacity Asset Fees and Installation Fees for all Customers of the City of Fairhope Water Systems. This Ordinance Amends Ordinance No. 953; and Repeals Ordinance No. 1122 and Ordinance No. 1383. Due to lack of a motion for immediate consideration, this ordinance will layover until the July 9, 2018 City Council meeting.

Councilmember Robinson introduced in writing an ordinance to Establish Wastewater (Sewer) Rates; and Capacity Asset Fees and Installation Fees for all Customers of the City of Fairhope Wastewater Systems. This Ordinance Amends Ordinance No. 953; and Repeals Ordinance No. 1122 and Ordinance No. 1383. Due to lack of a motion for immediate consideration, this ordinance will layover until the July 9, 2018 City Council meeting.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council of the city of Fairhope, Alabama, approves and authorizes the City to enter into a Grant Agreement with the Federal Aviation Administration for the Benefit of Fairhope Airport Authority and the H. L. "Sonny" Callahan Airport. The maximum grant is \$3,617,020.00 for Phase 4; project number 3-01-0029-019-2018. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

25 June 2018

**RESOLUTION NO. 3107-18**

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

WHEREAS, the United States of America acting through the Federal Aviation Administration has offered to pay a maximum of \$3,617,020.00 for Phase 4, construction of the east terminal area parallel and access taxiways, including paving, lighting, and utilities at the H.L. "Sonny" Callahan Airport in Fairhope, being project number 3-01-0029-019-2018;

WHEREAS, the purpose of this grant is that the Federal Aviation Administration pay a ninety percent (90%) share of the allowable costs incurred in accomplishing said project;

WHEREAS, this offer of the Federal Aviation Administration is contingent upon the sponsor's acceptance of the grant in accordance with its terms, namely and including, among others, the "Airport Sponsor Assurances" included part of the Grant Agreement;

WHEREAS, Fairhope Airport Authority will pay the required five percent (5%) matching funds required by the Federal Aviation Administration as a condition to receiving the grant funds;

WHEREAS, the City of Fairhope continues as a sponsor of the H. L. "Sonny" Callahan Airport due in part to a funding agreement between the City and Fairhope Airport Authority related to a portion of the H. L. "Sonny" Callahan Airport property;

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, in a regular meeting of the City Council, that the Mayor be and he is hereby authorized to sign and execute any necessary and appropriate documents so that the City of Fairhope and Fairhope Airport Authority can receive the grant acting for and in behalf of the H.L. "Sonny" Callahan Airport in Fairhope, Alabama so that the grant application for project number 3-01-0029-019-2018 may be finalized, approved, and accepted in accordance with applicable law and procedures.

Adopted this the 25th day of June, 2018

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

ATTEST:

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

25 June 2018

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council finds that improved water distribution systems in and around the City of Fairhope serve a valuable public purpose; and the City Council desires to contract with a licensed Plumber for the installation of the required relocation items, based on a low bid/quote process, on the customer side of the meter on our relocated water main. The relocated water is to abandon the existing 2” main that was installed years ago in an alley that is now impassable due to trees that have grown in size over the years and fences that have been installed. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3108-18**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the City Council finds that improved water distribution systems in and around the City of Fairhope serve a valuable public purpose; and the City Council desires to contract with a licensed Plumber for the installation of the required relocation items, based on a low bid/quote process, on the customer side of the meter on our relocated water main. The relocated water is to abandon the existing 2” main that was installed years ago in an alley that is now impassable due to trees that have grown in size over the years and fences that have been installed.

Adopted on this 25th day of June, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby amends the Rules and Regulations for the “Fairhope Docks”; revises the slip rates at Fairhope Docks effective July 1, 2018 and upon the expiration and renewal of existing slip leases; and repeals Resolution No. 2390-15 and any other Resolution in conflict with the provisions of this Resolution. The motion was seconded by Councilmember Robinson.

25 June 2018

Council President Burrell agreed with Mr. Barefoot that going from \$5.00 per foot to \$10.00 per foot was not fair. He said the slips are not in condition for this rate; and suggested \$7.00 per foot and it only impacts a few boaters. Councilmember Boone withdrew his motion.

Councilmember Boone moved to amend the resolution by adding \$7.00 per foot for all vessels on the East side; and all rates proposed for the Fly Creek side. The motion was seconded by Councilmember Conyers.

Councilmember Conyers suggested a caveat that until these slips are upgraded, remain at \$5.00 per foot. Councilmember Boone withdrew his motion.

Councilmember Robinson moved to amend the resolution by adding that the four or five slips to be grandfathered in. After further discussion, Councilmember Robinson withdrew his motion.

Councilmember Conyers moved to amend the resolution and to approve the rates as presented with the exception of the 4 or 5 boaters in the unimproved slips to remain at \$5.00 per foot until improved. Seconded by Councilmember Robinson, motion passed by the following voice votes: AYE – Robinson, Conyers, and Brown. NAY – Burrell and Boone.

### **RESOLUTION NO. 3109-18**

**WHEREAS**, on September 25, 2017, via Resolution 2884-17, the City Council approved and established the Rules and Regulations for the “Fairhope Docks”; and the License and Lease Agreements: one for Commercial Fishing Vessels and one for other Vessels for Dockage Space for the Fairhope Docks; and

**WHEREAS**, the City Council is desirous to amend the Rules and Regulations by adding the following two paragraphs:

29. Fairhope Docks will adhere to the conditions for abandoned and derelict vessels as outlined in Act No. 2018-179 adopted by the Alabama Legislature and approved on March 8, 2018. (A copy of this Act may be obtained in the Marina Manager’s office and in the Office of the City Clerk.
30. Effective June 25, 2018, Fairhope Docks will no longer accept liveaboards. It is the intention of Fairhope Docks and the City of Fairhope to eliminate liveaboards by attrition. Existing liveaboards will be grandfathered in; and upon their departure for any reason will not be replaced.

**WHEREAS**, the City Council is also desirous to revise the slip rates at Fairhope Docks. Therefore, effective July 1, 2018 and upon the expiration and renewal of existing slip leases, slip rate shall be as follows:

25 June 2018

- a. Daily Rates
    - i. Under 20 feet \$20.00/day
    - ii. Over 20 feet \$1.75/foot/day
  - b. Open Slips
    - i. \$10.00 foot/month
  - c. Covered Slips
    - i. 45-foot slip - \$600.00/month
    - ii. 60-foot slip - \$700.00/month
  - d. Liveboards (Current Customers Only)
    - i. \$10.00/foot/month
    - ii. \$125.00 liveboard fee
  - e. Commercial Fishing Boats
    - i. \$725.00 annually; payable annually upon expiration of current lease
  - f. Commercial Boats
    - i. \$7.50/foot/month
- Slip lease rates include electric, water, trash, bathroom/shower, laundry, and complimentary pump out service for long-term slip holders.
- g. Pump Out Services
    - i. \$5.00 per pump out for transients/daily rate leases

**WHEREAS**, the City Council hereby repeals Resolution No. 2390-15 and any other Resolution in conflict with the provisions of this Resolution.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby amends the Rules and Regulations for the "Fairhope Docks"; revises the slip rates at Fairhope Docks effective July 1, 2018 and upon the expiration and renewal of existing slip leases; and repeals Resolution No. 2390-15 and any other Resolution in conflict with the provisions of this Resolution; and approves the rates as presented with the exception of the 4 or 5 boaters in the unimproved slips to remain at \$5.00 per foot until improved.

ADOPTED ON THIS 25TH DAY OF JUNE, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

25 June 2018

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of ECO Solutions for Professional Engineering Services for RFQ No. PS011-18, to Prepare and Submit Permit Application and Necessary Documents for Dredging Slips and Marina at the Fairhope Docks; and hereby authorizes Mayor Karin Wilson to negotiate the fee schedule. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

**RESOLUTION NO. 3110-18**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council approves the selection of ECO Solutions for Professional Engineering Services for RFQ No. PS011-18, to Prepare and Submit Permit Application and Necessary Documents for Dredging Slips and Marina at the Fairhope Docks; and hereby authorizes Mayor Karin Wilson to negotiate the fee schedule.

DULY ADOPTED THIS 25TH DAY OF JUNE, 2018

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

Attest:

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

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the Governing Body of the City of Fairhope, Alabama, hereby rescinds Bid No. 018-18 for Driver's License Reader Program for the IT Department due to no bids received; and authorizes the City to solicit for informal bids in accordance with the Attorney General Opinion from 1969. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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25 June 2018

**RESOLUTION NO. 3111-18**

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

[1] That the City of Fairhope did request, receive, and open bids for Driver's License Reader Program for the IT Department (Bid Number 018-18) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] On June 4, 2018 when bids were to be received and opened, no bids were received; therefore, it is desirous that Bid Number 018-18 be rescinded and to authorize the City to solicit for informal bids in accordance with Attorney General Opinion from 1969 that states "if the awarding authority advertises for bids and none are received, the price may be negotiated with any contractor without advertising for bids a second time."

[3] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Bid No. 018-18 for Driver's License Reader Program for the IT Department due to no bids received; and authorizes the City to solicit for informal bids in accordance with the Attorney General Opinion from 1969.

Adopted on this 25th day of June, 2018

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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 that Mayor Karin Wilson is hereby authorized to execute Amendment No. 1 to the Contract for Professional Engineering Services, for RFQ No. PS009-18 for ADEM C&D Landfill Permit 2018, with Hutchinson, Moore and Rauch, Inc., at a cost of the amendment not to exceed \$3,600.00 which increases the total value of this project to \$6,075.00; and to transfer budget of \$6,075.00 from Landfill Maintenance expense account to Professional Services expense account. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

25 June 2018

**RESOLUTION NO. 3112-18**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute Amendment No. 1 to the Contract for Professional Engineering Services, for RFQ No. PS009-18 for ADEM C&D Landfill Permit 2018, with Hutchinson, Moore and Rauch, Inc., at a cost of the amendment not to exceed \$3,600.00 which increases the total value of this project to \$6,075.00; and to transfer budget of \$6,075.00 from Landfill Maintenance expense account to Professional Services expense account.

DULY ADOPTED THIS 25TH DAY OF JUNE, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Fall Flowers for the Public Works Department. The total cost is \$9,448.51; and to transfer budget of \$9,449.00 from Street Maintenance & Landscaping expense account to Flowers expense account. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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25 June 2018

**RESOLUTION NO. 3113-18**

**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 Fall Flowers for the Public Works Department. The total cost is \$9,448.51; and to transfer budget of \$9,449.00 from Street Maintenance & Landscaping expense account to Flowers expense account.

[2] That this procurement is allowed pursuant to Resolution No. 1650-10 adopted in May 2010 that declares flowers as Unique "Like Items" and the extension of this categorization to include any cultivated varieties, differentiated by scientific name. (None of the designated "like item" flora exceed the \$15,000.00 bid limit).

Adopted on this 25th day of June, 2018

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

Attest:

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

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Overhead Doors Six (6) for Fire Stations (Bid No. 023-18) to Bailey Door, Inc. with a total bid proposal of \$27,864.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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25 June 2018

**RESOLUTION NO. 3114-18**

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

[1] That the City of Fairhope did request, receive, and open bids for Overhead Doors Six (6) for Fire Stations (Bid Number 023-18) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Overhead Doors Six (6) for Fire Stations

[3] After evaluating the bid proposals with the required bid specifications, Bailey Door, Inc., with a total bid proposal of \$27,864.00, is now awarded the bid for Overhead Doors Six (6) for Fire Stations.

Adopted on this 25th day of June, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

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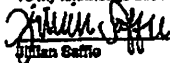
25 June 2018

**CITY OF FAIRHOPE  
 BID TABULATION  
 BID NO: 013-18  
 BID NAME: Six (6) Overhead Doors for Fire Stations  
 BID OPENED: June 11, 2018 10:00 a.m.  
 Note: Bid Bond WAIVED (All bonds waived)**

VENDOR	Bid Proposal Executed / Signed / Notarized	Addenda #1, #2, and #3 signed	Lead time ARO days	Lead time for installation days	Bid price including installation per door	Total Bid (for six doors)
Bailey Door Inc.	yes	yes	28-35 days	8 days	\$4,644.00	\$27,864.00
McNite Bay Overhead Doors	yes	yes	21 days	4 days	\$7,119.00	\$42,714.00
JCS Supply INC	no response	no response	no response	no response	no response	no response
DOOR-ALUTTER PRO, INC.	no response	no response	no response	no response	no response	no response
MP Enterprises, Inc	no response	no response	no response	no response	no response	no response
Ron Bush, Inc.	no response	no response	no response	no response	no response	no response

Recommendation: Award to the lowest responsive and responsible bidder, BAILEY DOOR, INC, in the amounts listed in their Bid Response

  
 John Robinson  
 Fire Maintenance Supervisor  
 6/11/2018

To my knowledge this is an accurate bid tabulation.  
  
 Julian Saffie  
 Purchasing Manager  
 6/11/18

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Crushed Aggregate, Recycled Concrete Aggregate, and Rip Rap for Public Works Department (Bid No. 019-18) to Martin Marietta with a total bid proposal of \$50,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

25 June 2018

**RESOLUTION NO. 3115-18**

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

[1] That the City of Fairhope did request, receive, and open bids for Crushed Aggregate, Recycled Concrete Aggregate, and Rip Rap for Public Works Department (Bid Number 019-18) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for  
Crushed Aggregate, Recycled Concrete Aggregate, and Rip Rap  
for the Public Works Department

[3] After evaluating the bid proposals with the required bid specifications, Martin Marietta, with an annual cost not-to-exceed \$50,000.00, is now awarded the bid for Crushed Aggregate, Recycled Concrete Aggregate, and Rip Rap for the Public Works Department.

Adopted on this 25th day of June, 2018

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

Attest:

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

\*

\*



25 June 2018

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure a Freightliner M2 Truck for the Water Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$93,924.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

**RESOLUTION NO. 3116-18**

**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 Freightliner M2 Truck for the Water Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$93,924.00.

Adopted on this 25th day of June, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase a MALA Geoscience Ground Penetrating Radar for the Water Department to be used by all Utilities from Power-Tel Utility Products, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The cost will be \$12,850.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

25 June 2018

**RESOLUTION NO. 3117-18**

**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 MALA Geoscience Ground Penetrating Radar for the Water Department to be used by all Utilities from Power-Tel Utility Products, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): “Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.” The cost will be \$12,850.00.

DULY ADOPTED THIS 25TH DAY OF JUNE, 2018

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to renew the lease for a five-year term pursuant to the Municipal Lease Agreement between the City of Fairhope and Michael Francis for use of the premises solely and exclusively for an access to other City property with uses normally incident thereto and for the maintenance of a bulkhead and the placement of cables to support a bulkhead on the same terms and conditions set forth in the lease agreement. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

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25 June 2018

**RESOLUTION NO. 3118-18**

**WHEREAS**, on July 27, 2015, via Resolution No. 2385-15, the City Council authorized the execution of a Municipal Lease Agreement between the City of Fairhope, Alabama (“Lessee”) and Michael Francis (“Lessor”) for use of the premises solely and exclusively for an access to other City property with uses normally incident thereto and for the maintenance of a bulkhead and the placement of cables to support a bulkhead; and

**WHEREAS**, the City Council is desirous of using the first of three five-year options to renew the lease which will expire on July 31, 2018.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that Mayor Karin Wilson is hereby authorized to renew the lease for a five-year term pursuant to the Municipal Lease Agreement between the City of Fairhope, Alabama (“Lessee”) and Michael Francis (“Lessor”) for use of the premises solely and exclusively for an access to other City property with uses normally incident thereto and for the maintenance of a bulkhead and the placement of cables to support a bulkhead on the same terms and conditions set forth in the lease agreement. Lessee shall pay rent to Lessor of one thousand (\$1,000.00) dollars per year.

Adopted on this 27th day of July, 2015

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

Attest:

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

City Council reviewed an application for Restaurant Liquor License by Noell Broughton, for NOBODA, LLC, d/b/a L.W.C.C., located at 14 North Church Street, Fairhope, Alabama. Councilmember Robinson moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.



25 June 2018

City Council reviewed an application for a Beer/Wine On/Off Premises License by Richard Mark Foster, for Section Street Pizza, LLC, d/b/a Section Street Pizza, located at 108 North Section Street, Building A, Suite 5, Fairhope, Alabama. Councilmember Brown moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Boone moved to grant the request of Mary Riser, Executive Director of the Fairhope Film Festival requesting permission to use the Welcome Center on Section Street as their “box office” from Wednesday, November 7, 2018 through Sunday, November 11, 2018 with the stated box office hours; use of the City public area near the Fairhope Clock – adjacent to the flowerbed and near the NE corner of Fairhope Avenue and Section; and signage and additional publicity in City notifications from October 26, 2018 through November 11, 2018 (requesting a minimum of 6 pole banners to be hung 14 days prior to and during Festival). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Brown moved to grant the request of Mark Poillucci, Treasurer and Firefighter for the Fairhope Volunteer Fire Department requesting permission to use the Fairhope Civic Center for the Wives’ Dinner on October 5, 2018 from 5:00 p.m. to 12:00 a.m. This is a “Thank You” to all of our firefighters’ significant others for putting up with the worries while we are running calls supporting our great City. The request is for the City Council to waive the fee for using the Civic Center. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant the request of Shannon Hesse, MMOR Committee Chairperson, requesting the approval to have their Annual Mystic Mutts of Revelry Pet Parade fundraiser in Downtown Fairhope on Saturday, February 23, 2019; and to allow the streets to be closed (see attached map) “TBD.” Seconded by Councilmember Boone, motion passed unanimously by voice vote.

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session to discuss Pending Litigation and possible settlement options regarding said pending litigation; and the consideration the City is willing to offer or accept when considering the purchase, sale, exchange, lease, or market value of real property. The discussions could have a detrimental effect upon the competitive position of the City in the negotiations if the matter was discussed in public. The approximate time to be in Executive Session is 60 minutes. Councilmember Robinson moved to go into Executive Session. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

25 June 2018

Exited the dais at 7:40 p.m. Returned at 8:55 p.m.

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

There being no further business to come before the City Council, the meeting was duly adjourned at 8:56 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk



Work Session  
Monday, 25 June 2018  
Page -2-

- The Mystic Mutts of Revelry Parade was brought up by Public Works Director Richard Johnson and commented Chief Petties was concerned with vehicles during the parade. He said business owners were not happy shutting down streets. Council President Burrell said he was told by the Downtown Business Association that this was one of the biggest days of shopping. Councilmember Robinson said that the association prefers the parade as it has been done, but if it is going to be 10:00 a.m. until they would like for it to be moved to Sunday. We could push time up closer to other parade. Council President Burrell suggested to request to move time back closer to the KOER parade.
- Building Official Erik Cortinas addressed the City Council regarding the consultant hired for ADA Compliance and the ADA Compliant Seminar scheduled for tomorrow at the Nix Center between 1:00 p.m. and 4:00 p.m.
- Assistant Water and Sewer Superintendent Jay Whitman addressed the City Council regarding the camera for the department and the need to upgrade.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:34 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

ORDINANCE NO. \_\_\_\_

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

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

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

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

The property of The Teachers' Retirement Systems of Alabama generally located on the west side of Battles Road just south of Crane Place, Fairhope, Alabama.

**Camellia at the Colony**

**A PORTION OF PPIN #: 72845**

**Legal Description:** (Case number ZC 17.19)

A PORTION OF TAX PARCEL NUMBER 05-46-09-30-0-000-090.000 DESCRIBED WITHIN INSTRUMENT NUMBER 1024402 RECORDED IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 OF WATERSHED SOUTH SUBDIVISION, AS SHOWN ON PLAT THEREOF RECORDED ON SLIDE 2534-C IN PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 87°15'50" EAST A DISTANCE OF 131.60 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604" ON THE WEST RIGHT-OF-WAY OF BATTLES ROAD; THENCE RUN SOUTH 00°09'28" EAST ALONG SAID WEST RIGHT-OF-WAY A DISTANCE OF 432.38 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 75°13'46" WEST A DISTANCE OF 98.70 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 38°08'30" WEST A DISTANCE OF 65.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 13°54'35" WEST A DISTANCE OF 60.01 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 00°09'28" WEST A DISTANCE OF 258.36 FEET TO A 1/2" IRON REBAR WITH CAP STAMPED "CA604"; THENCE RUN NORTH 10°48'48" EAST A DISTANCE OF 97.55 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 1.49 ACRES, MORE OR LESS.

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

**The property is hereby initially zoned TR – Tourism Resort 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.

Ordinance No. \_\_\_\_\_  
Page -2-

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

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

ADOPTED THIS 9TH DAY OF JULY, 2018

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

ATTEST:

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







**U.S JUSTICE DEPARTMENT INFORMATION**

- Size of property (acres or square feet) 1.5 acres
- If property is occupied, give number of housing units N/A
- Number of Persons residing in each unit, and their race N/A
- If property is unoccupied, give proposed use Single Family Residential
- If property is being developed as a subdivision, give subdivision name  
Camellia at the Colony
- Number of lots within proposed subdivision 7

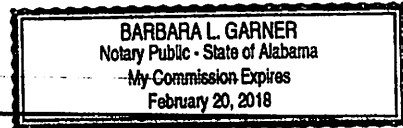
I, Barbara L. Garner a Notary Public in and for said State and County, hereby certify that Steve James whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this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

Given under my Hand and Seal this 17<sup>th</sup> day of October, 2017.

(Seal)

Barbara L. Garner  
Notary Public

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 \_\_\_\_\_

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 \_\_\_\_\_



# City Council

Case: ZC 17.19 Camellia at the Colony

Conditional Annexation to  
Tourism Resort (TR) District

**Project Name:**

Camellia at the Colony

**Project Type:**

Rezoning Request from:

**Unzoned, Unincorporated  
Baldwin County**

to

**Tourist Resort (TR) District**

**Jurisdiction:**

Fairhope Planning, Police, and  
Permit

**PPIN Number:**

72845

**General Location:**

The west side of Battles Rd,  
just south of Watershed South  
subdivision

**Engineer:**

HMR, LLC

**Owner:**

The Teachers Retirement  
System of Alabama

**School District:**

Larry J. Newton and Fairhope  
Elementary Schools

**Prepared by:**

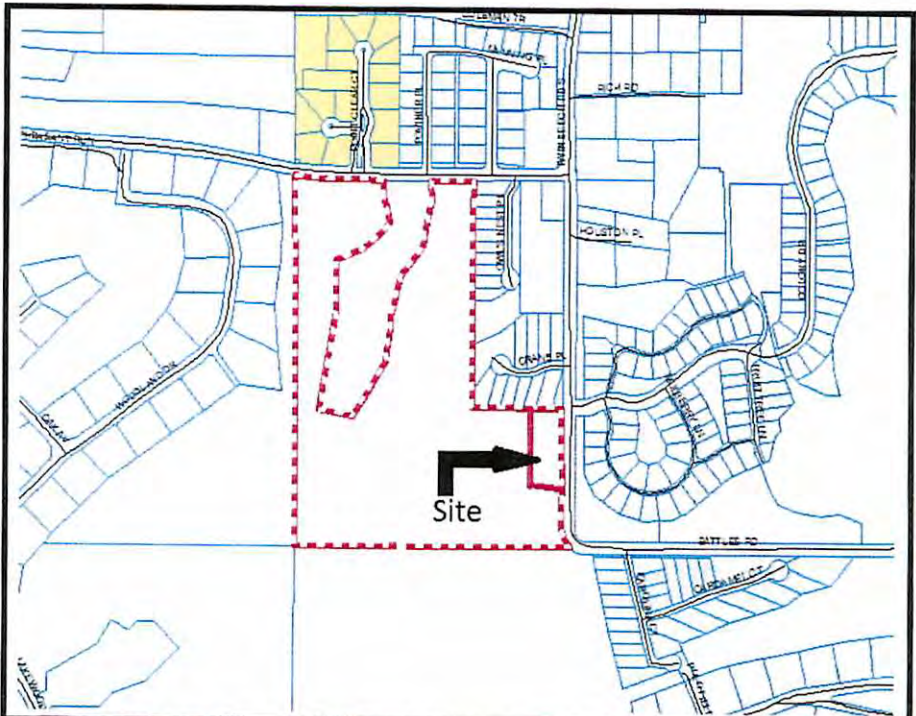
Nancy Milford, Planner

**Staff Recommendation:**

Approve with conditions

**PC Recommendation:**

Approve with conditions



**Summary of Request:** Public hearing to establish initial zoning of TR Tourist Resort District conditional upon annexation into the City of Fairhope.

**Site History:** The Tourist Resort District (approximately 186.2 acres with a total allowed density of 637) was approved in 2010 with multiple development zones, including a recreational zone, a low-rise zone, limited commercial zone, a mid-rise zone, and a high-rise zone which were presented in a land use map. Updated zoning maps are attached to this staff report.

In 2015, the applicant added Azalea at the Colony, in the same manner as they are currently requesting to do for Camellia at the Colony. In 2016, the applicant requested an amendment to the TR district land use map rearranging the percentages of the various zones and reducing the designated high-rise land use area. At the time of the amendment, the staff cover letter for the amendment reports the applicant anticipates the number to be well below the maximum allowed 637 units at final build out.

**Zoning Cases**

Case Number	PC Date	PC Result	CC Date	Dev. Name	Applicant	Owner	Request	Address	Ordinance Number
ZC 10.04	6/7/10	Approved	8/23/10	Colony At the Grand	Point Clear Partners	Point Clear Partners	Conditional annexation to TR	Battles Road	Approved – Ord. No. 1434
ZC 16.04	4/4/16	Approved	6/27/16	TR District Amendment	HMR	RSA	TR District Amendment	Old Battles Rd	Approved- Ord. No. 1579

Case Number	PC Date	PC Result	CC Date	Development Name	Applicant	Owner	Request	Address	Ordinance Number
ZC 15.14	11/2/2015	Approved	2/11/16	Azalea at the Colony	RSA	RSA	Conditional Annexation to TR	Section Street	Approved- Ord. No. 1569

**Comments:** The subject property (Camellia at the Colony) is currently unzoned and approximately 1.5 acres. The applicant desires to modify the previously approved Colony at the Grand Tourist Resort (approximately 186.2 acres) District to include the Camellia at the Colony parcel.

The applicant proposes the additional 1.5 acres to be included in the low-rise portion of the overall Colony at the Grand Tourist Resort Development. The additional acreage added is proposed to be Camellia at the Colony, which will be annexed into the City and consist of 7 single family lots that conform to the minimum lot and layout standards outlined in the TR District Regulations for the Colony at the Grand. The total acreage of the Colony at the Grand TR District development will be 187.7 acres after the annexation, per the engineer of record. The additional land is contiguous with the TR District; per the TR District provisions in the Zoning Ordinance, the subject 1.5 acres can be added to the existing Land Use Map.

**Site Photos:** Camellia at the Colony



**View from Battles Trace looking North**



**View from Battles Trace looking South**

**Adjacent Properties:** The subject property is bordered to the north and the east by Watershed South (TR District) and Battles Trace (TR District). The subject property is bordered by unzoned property to the West and South.

**Open Space:** According to the engineer of record, the open space requirements in the TR District are 20%. The addition of this property will bring the total TR District area from 186.2 to 187.7 acres. The existing open space will be increased from 63.2 acres to 63.4 acres (or 34% of the TR District). Parking requirements will comply with the LR zoning requirements within the TR District.

**Natural Resources:** The applicant states “No impacts on natural resources or wetlands onsite. Point Clear Creek is 500’ away from the rear property line of the proposed development. Hydric soils are not present within the proposed development area.”

**Dimension Standards:** The building height for this development shall comply with the Low-Rise Requirements of the TR District. In accordance with Article G, Section C2, the following applies:

**(2) Dimensional Standards –**

**(i) Height. Building Height not to exceed 35 feet.**

**(ii) Build-To Lines.**

**a. Detached Dwellings: 5-foot front; 5-foot rear and 0-foot sides; provided, that (x) each lot shall have at least one (1) side property line which is at least 12 feet from the dwelling on the adjoining lot and (y) if access to a dwelling is provided via a lane or alley, there is no minimum rear build-to line for any garage constructed at the rear of a dwelling.**

**b. Attached Dwellings: 5-foot front; 5-foot rear and 0-foot sides; provided, that (x) there must be a minimum distance of 12 feet between buildings and (y) if access to a dwelling is provided via a lane or alley, there is no minimum rear build-to line for any garage constructed at the rear of a dwelling.**

**(iii) Minimum Lot Size. 2,100 square feet.**

**(iv) Parking. All uses other than Senior-Oriented Communities, two (2) spaces per dwelling unit; Senior-Oriented Communities, one (1) space per dwelling unit.**

**Traffic:** The original traffic study was performed in 2010 and accounted for 637 dwelling units within the TR District. If that number were to be exceeded a new traffic study would be warranted. However, the maximum density will not exceed the original figure of 637 dwelling units per the applicant.

**Utilities:** All utility lines shall be underground within the TR District.

**Signage:** All signage within the TR District shall comply with the City's signage regulations set forth in the Zoning Ordinance in effect as of January 1, 2010.

**Staff Recommendation:**

Staff recommends approval contingent upon the following condition:

1. The pending water and sewer issue infrastructure issues shall be resolved between the applicant and the City of Fairhope Water and Sewer Department.
2. All aspects of the Colony at the Grand TR District shall remain as is, unless otherwise specified in the subject application.

**Planning Commission Recommendation:**

The City of Fairhope Planning Commission recommended the rezoning be **APPROVED** subject to the following conditions:

1. The pending water and sewer issue infrastructure issues shall be resolved between the applicant and the City of Fairhope Water and Sewer Department.
2. All aspects of the Colony at the Grand TR District shall remain as is, unless otherwise specified in the subject application.
3. The property shall be Low Rise Residential Zone.

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

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

SECTION 1. The City of Fairhope, Alabama, having received an application from **Catherine Reynolds** for a franchise agreement to operate **Aquatics Instruction, which includes life guard and swim instruction**, at the following location described: **the Fairhope Municipal City Pool on 803 North Greeno Road** and it is to be in the best interest of the public and the City of Fairhope, Alabama, to grant a franchise to **Catherine Reynolds** under the terms and conditions of the franchise agreement attached hereto as "Exhibit A" including the fees that shall be paid to the City with respect to same.

SECTION 2. Pursuant to the authority granted by Section 11-40-1 and 11-43-62 of the Code of Alabama of 1975, the Mayor of the City of Fairhope, Alabama, is hereby directed to execute said franchise agreement in the name of the City of Fairhope, Alabama.

SECTION 3. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

ADOPTED THIS 9TH DAY OF JULY, 2018

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

ATTEST:

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

## FRANCHISE AGREEMENT

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

### RECITALS

Grantee is a sole proprietor with a principal place of business at 803 N Greeno Road, Fairhope, AL 36532. Grantee is engaged in the business of Aquatic Instruction Lifeguard and Swim Instruction to the public. Grantee proposes to install and operate Aquatic Instruction at the Fairhope City Pool. Grantee requests that the City grant to Grantee a franchise to install, maintain and operate this business on public property at the Fairhope City Pool.

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

### SECTION 1

#### **Section 1.1 DEFINITIONS**

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

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

(7) **PERSON:** Shall mean an individual, partnership, association, joint stock company, trust, corporation, or governmental entity.

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

### **Section 1.2 REQUIREMENTS FOR FRANCHISE**

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

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

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

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

### **Section 1.3 TERM OF FRANCHISE, RENEWAL**

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

### **Section 1.4 ENFORCEMENT OF FRANCHISE**

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

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

(c) A Grantee agrees by filing an application for a franchise that they will not assert, at any time, in any claim or proceeding that any condition or term of the franchise



is unreasonable, arbitrary or void or that the City had no power or authority to make such term or conditions, but shall be required to accept the validity of the terms and conditions of the franchise in their entirety.

### **Section 1.5 CONFLICT WITH LAWS**

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

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

## **SECTION 2**

### **Section 2.1 PROCEDURE FOR GRANTING FRANCHISE**

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

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

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

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

## **SECTION 3**

### **Section 3.1 CONSTRUCTION AND INSTALLATION**

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

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

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

### **Section 3.2 CONDITIONS FOR USE OF PUBLIC PROPERTY**

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

### **Section 3.3 OPERATION AND MAINTENANCE**

(a) The Grantee shall install and maintain N/A in a prudent and reasonable manner.

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

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

## **SECTION 4**

### **Section 4.1 FRANCHISE FEE**

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

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

### **Section 4.2 INDEMNIFICATIONS**

(a) Grantee shall at his/her sole cost and expense fully indemnify, defend and save harmless the City, its officers, boards, and employees against any and all

claims, demands, suits, actions, liability and judgments for damage arising out of the construction, operation and maintenance of the Aquatics Instruction franchise, and against all liabilities for damages by reason of, or arising out of, any failure by Grantee to safely operate and maintain the Aquatics Instruction, including reasonable attorney's fees, arising out of the exercise or enjoyment of this franchise, irrespective of the amount of comprehensive liability policy required hereunder. This indemnity shall not apply to damages occasioned solely and exclusively by acts of the City, its agents or employees.

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

A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the City, its officers, boards, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under franchise herein granted or alleged to have been so caused with a minimum of liability of \$1,000,000 for personal injury or death of any two or more persons in any one occurrence. Renewal certificates of such insurance shall be promptly forwarded to the City as such renewals are made, and such insurance shall be kept in force and effect during the term of this grant or franchise. The Grantee and/or the insurance company shall file with the City a written notice of any material alteration or cancellation of any insurance coverage at least thirty (30) days prior to the effective date of such alteration or cancellation. Property damage insurance indemnifying, defending and saving harmless the City, its officers, boards, agents, and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of a Grantee under franchise granted by City caused with a minimum liability of \$1,000,000 for property damage to two or more persons in any one occurrence. Said policies of insurance shall name the City as an additional insured.

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

#### **Section 4.3 BOOKS/RECORDS OF GRANTEE**

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

#### **Section 4.4 GRANTEE ACKNOWLEDGEMENT**

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

### **SECTION 5**

#### **Section 5.1 SALE OR LEASE OF FRANCHISE**

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

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

#### **Section 5.2 REVOCATON OF FRANCHISE**

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

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

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

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

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

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

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

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

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

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

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

### **Section 5.3 RIGHTS UPON REVOCATION OR NON-RENEWAL**

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

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

**Section 5.4 REMOVAL AND ABANDONMENT OF PROPERTY**

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

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

**Section 5.5 MISCELLANEOUS PROVISIONS**

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

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

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

THE CITY OF FAIRHOPE, ALABAMA

By: \_\_\_\_\_  
Karin Wilson, Mayor

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

By: \_\_\_\_\_  
Catherine Reynolds , Grantee

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

**Section 5.4 REMOVAL AND ABANDONMENT OF PROPERTY**

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

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

**Section 5.5 MISCELLEOUS PROVISIONS**

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

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

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

THE CITY OF FAIRHOPE, ALABAMA

By: \_\_\_\_\_  
Mayor

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

By: Caitlin Reynolds  
Grantee

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

**AN ORDINANCE AMENDING ORDINANCE NO. 1412 AND ORDINANCE NO. 1315 OF THE CITY OF FAIRHOPE, ALABAMA, BE AMENDED BY REVISION OF SECTION 21-21 BY THE ADOPTION OF THE FOLLOWING ELECTRIC RATES FOR ALL ELECTRIC CUSTOMERS OF THE CITY**

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

**SECTION ONE.** Code of Ordinances, City of Fairhope, Alabama, Section 21-21, is hereby revised as per the following monthly rates for all electric customers served by the City:

**RESIDENTIAL - R1:**

Applicable to single residences, individually metered mobile homes, and individual family apartments where cost of service is paid by the occupant.

Customer Charge:	\$12.75 per month (Minimum), plus
First	0 - 300 KWH/month @ \$0.11730, plus
Next	301 - 3,000 KWH/month @ 0.10337, plus
All Over	3,000 KWH/month @ \$0.11422, plus FCA & Tax

**COMMERCIAL - C1:**

Applicable to non-residential power service where the maximum 15-minute interval integrated demand does not exceed 49 KW.

Customer Charge:	\$40.00 per month (Minimum), plus
First	0 - 1,000 KWH/month @ \$0.11730, plus
All Over	1,000 KWH/month @ \$0.10960, plus FCA & Tax

**INDUSTRIAL - I1:**

Applicable to non-residential electric service where the maximum 15-minute interval integrated demand is 50 KW or more.

Customer Charge:	\$66.96 per month (Minimum), plus
Demand:	All Demand @ \$7.84 per KW/month; Minimum Demand is 75% of highest demand imposed during preceding 11 months, but not less than 38 KW = \$297.92, plus
Energy:	First           20,000 KWH/month @ \$0.08458, plus
	All Over       20,000 KWH/month @ \$0.07886, plus FCA & Tax

**SCHOOLS - M1**

Applicable to public and private primary and secondary schools, regardless of size of their electrical requirements.

Customer Charge:	\$9.22 per month (Minimum), plus
ALL	KWH/month @ \$0.10337, plus FCA & Tax



**ELEEMOSYNARY - M2**

Applicable to churches and non-profit organizations who receive the majority of their support from charitable contributions.

Customer Charge: \$9.22 per month (Minimum), plus  
ALL KWH/month @ \$0.10337, plus FCA & Tax

**ELEEMOSYNARY - M2I**

Applicable to churches and non-profit organizations where the maximum 15-minute interval integrated demand is 50 KW or more.

Customer Charge: \$9.33 per month (Minimum), plus  
Demand: All Demand @ \$3.80 per KW/month; Minimum Demand is 75% of highest demand imposed during preceding 11 months, but not less than 38 KW = \$144.30, plus  
Energy: ALL KWH/month @ \$0.05816, plus FCA & Tax

**CITY USE - M3**

Applicable only to City of Fairhope accounts and departments.

ALL KWH @ \$0.10287 per KWH, plus FCA & Tax, if not Exempt.  
No Minimum, plus FCA & Tax

**SECURITY LIGHTS**

The following monthly security light rentals assume City ownership of treated pine pole, mounting brackets and hardware, open lighting fixture lamp, photoelectric control, and one span of # 6 aluminum overhead duplex cable. Customers shall be billed for additional installation costs for equipment and work which exceed the above standard installation. Customers shall be responsible for all charges due to vandalism or abuse.

Metal Halide or		
Mercury Vapor:	Lumens	Monthly Rental, plus Tax
175 W.	8,600	\$ 9.58
250 W.	12,100	\$13.71
400 W.	22,500	\$21.91
High Pressure Sodium:		
Lumens	Monthly Rental, plus Tax	
100 W.	9,500	\$ 9.58
150 W.	15,000	\$ 8.21
200 W.	22,000	\$11.55
250 W.	22,500	\$13.31
400 W.	50,000	\$21.91
LED		Monthly Rental, plus Tax
XNV		\$ 8.17
XNV2		\$13.65

**TEMPORARY OR SEASONAL SERVICE SURCHARGE**

When Commercial or Industrial service is provided for a period of less than one year continuously or is seasonal or temporary, a surcharge of twenty-five percent (25%) shall be added to each month=s bill, before applying Tax, after the bill has been computed in accordance with the applicable rate schedule. No monthly minimum or other charge is to be made during the period that service is disconnected. For each non-recurring temporary service where it is necessary for a temporary service pole to be set and/or a temporary service drop to be installed from existing utility facilities, the City may assess additional charges to recover the cost of installing and removing such service.

**TAX**

The 4% Alabama Utilities Gross Receipts Tax is applicable to all rates, except exempt accounts of City, State and Federal governments. Should any other State or Federal tax be levied, it shall be charged in addition

**SECTION TWO.** *Schedule FCA* shall provide for the monthly fluctuation in wholesale “fuel adjustment cost” changes as currently reflected in the monthly purchased power invoice received from the Alabama Municipal Electric Authority (“AMEA”). In the event schedule FCA results in a negative factor, such negative FCA factor shall be applied to each customer's monthly bill. All FCA factors shall be rounded off to the nearest one-thousandth of a mill (\$0.000000).

The FCA shall be calculated from the total current billing period's wholesale fuel adjustment charges billed from supplier(s) and then billed at retail by the city, as follows:

$$FCA = (F+A)/R$$

Where:

F = Total estimated wholesale supplier fuel adjustment charges to be billed during the coming billing period(s) in dollars.

A = Adjustment to reflect any over/under recovery of the FCA during previous billing period(s) in dollars.

R = Total retail kWh sales estimated to be billed during the coming billing period(s).

**SECTION THREE.** *Labor Cost Adjustment (LCA) Factor.* The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

$$LCA = 1 + ((TLCB - TLCBR) / BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.

TLCBR = The total annual labor cost, in dollars, that is reflected in the current base electric rates.

BRRR = The total revenue requirement, in dollars, that is reflected in current base electric rates.

The LCA factor so calculated shall be applied to each retail rate set forth above, excluding Schedule FCA, such that it will result in new base electric rates. Thus, when applied, a new TLCBR and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCBR:

Collection Costs / Revenue Department  
Administrative Costs  
Salaries  
Payroll Taxes  
Retirement Expense  
Employee Retirement / Medical Insurance  
Casualty / Workers Compensation Insurance

**SECTION FOUR. Definitions.**

- (1) *Billing period*: may include the coming monthly billing period or, if the City so elects, the six-month levelization period fuel cost adjustment as currently offered by AMEA.
- (2) *Supplier fuel adjustment charges*: Current period fuel adjustment charges by all wholesale suppliers.
- (3) *Retail kWh sales*: Total estimated billing period retail kWh sales recorded by the city to all residential customers, schools, churches, nonprofit organizations, commercial and industrial customers. Sales recorded by the city as sales to various city departments and facilities, except the water and sewer department, shall be excluded from retail kWh sales. Estimated kWh consumption associated with non-metered security lights shall also be excluded.

**SECTION FIVE. GENERAL RULES AND REGULATIONS.**

Payment: Bills are payable within ten (10) days from due date and, if not paid within such period, may be increased as determined by the Mayor and Council.

Service and Metering: Service to more than one premise shall not be combined, nor shall it be shared with or resold to others. Any customer receiving service at two different voltages or metering points will be considered as two separate customers for billing purposes. The type and location of metering is to be specified by the City. Rates in Section One contemplate City ownership of transformation facilities; however, rental or ownership of transformation by an industrial customer is subject to negotiation by and with the City.

**SECTION SIX.** If the wholesale rate goes up or down, the wholesale percentage will be passed through to the retail customer.

**SECTION SEVEN.** All ordinances in conflict herewith be and the same are hereby repealed.

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

ADOPTED THIS THE 9TH DAY OF JULY, 2018

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

Attest:

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

## Electric Rates:

(a) Base rates. The following monthly rates for all electric customers served by the city:

- (1) Residential R1: Applicable to single residences, individually metered mobile homes, and individual family apartments where cost of service is paid by the occupant.

Customer charge:	\$9.22 per month (minimum), plus
First	3000 KWH/month @ \$0.10337, plus
All over	3000 KWH/month @ \$0.11422, plus FCA & tax

- (2) Commercial C1: Applicable to nonresidential power service where the maximum fifteen-minute interval integrated demand does not exceed 49 kw.

Customer charge:	\$29.95 per month (minimum), plus
All	KWH/month @ \$0.1096, plus FCA & tax

- (3) Industrial I1: Applicable to nonresidential electric service where the maximum fifteen-minute interval integrated demand is 50 kw or more.

Customer charge:	\$66.96 per month (minimum), plus
Demand:	All demand @ \$8.46 per KW/month; minimum demand is 75% of highest demand imposed during preceding 11 months, but not less than 38 KW = \$321.44, plus
Energy:	
First	20,000 KWH/month @ \$0.08458, plus
All over	20,000 KWH/month @ \$0.07886, plus FCA & tax

- (4) Schools M1: Applicable to public and private primary and secondary schools, regardless of size of their electrical requirements.

Customer charge:	\$9.22 per month (minimum), plus
All	KWH/month @ \$0.10337, plus FCA & tax

- (5) Eleemosynary M2: Applicable to churches and nonprofit organizations who receive the majority of their support from charitable contributions.

Customer charge: \$9.22 per month (minimum), plus

All KWH/month @ \$0.10337, plus FCA & tax

- (6) Eleemosynary M2I: Applicable to churches and non-profit organizations where the maximum 15-minute interval integrated demand is 50 KW or more.

Customer charge: \$9.33 per month (minimum), plus

Demand: All demand @ \$3.80 per KW/month; minimum demand is 75% of highest demand imposed during preceding 11 months, but not less than 38 KW = \$144.30, plus

Energy:

All KWH/month @ \$0.05816, plus FCA & tax

- (7) City use M3: Applicable only to City of Fairhope accounts and departments.

ALL KWH @ \$0.10287 per KWH, plus FCA & tax, if not exempt. No minimum, plus FCA & tax.

- (8) Security lights: The following monthly security light rentals assume city ownership of treated pine pole, mounting brackets and hardware, open lighting fixture lamp, photoelectric control, and one (1) span of # six (6) aluminum overhead duplex cable. Customers shall be billed for additional installation costs for equipment and work which exceed the above standard installation. Customers shall be responsible for all charges due to vandalism or abuse.

Metal halide or mercury vapor:	Lumens	Monthly rental, plus tax.
175 W.	8,600	\$9.58
250 W.	12,100	13.71
400 W.	22,500	21.91

High pressure sodium:	Lumens	Monthly rental, plus tax.
100 W.	9,500	\$9.58
150 W.	15,000	8.21
200 W.	22,000	11.55
250 W.	22,500	13.71
400 W.	50,000	21.91

LED	Monthly rental, plus tax.
XNV	\$8.17
XNV2	\$13.65

- (9) Temporary or seasonal service surcharge: When commercial or industrial service is provided for a period of less than one (1) year continuously or is seasonal or temporary, a surcharge of twenty-five (25) per cent shall be added to each month's bill, before applying tax, after the bill has been computed in accordance with the applicable rate schedule. No monthly minimum or other charge is to be made during the period that service is disconnected. For each nonrecurring temporary service where it is necessary for a temporary service pole to be set and/or a temporary service drop to be installed from existing utility facilities, the city may assess additional charges to recover the cost of installing and removing such service.
- (10) Tax: The four (4) per cent Alabama Utilities Gross Receipts Tax is applicable to all rates, except exempt accounts of city, state and federal governments. Should any other state or federal tax be levied, it shall be charged in addition.
- (b) Schedule FCA. Schedule FCA shall provide for the monthly fluctuation in wholesale "fuel adjustment cost" changes as currently reflected in the monthly purchased power invoice received from the Alabama Municipal Electric Authority ("AMEA"). In the event schedule FCA results in a negative factor, such negative FCA factor shall be applied to each customer's monthly bill. All FCA factors shall be rounded off to the nearest one-thousandth of a mill (\$0.000000).

The FCA shall be calculated from the total current billing period's wholesale fuel adjustment charges billed from supplier(s) and then billed at retail by the city, as follows:

$$FCA = (F+A)/R$$

Where:

F = Total estimated wholesale supplier fuel adjustment charges to be billed during the coming billing period(s) in dollars.

A = Adjustment to reflect any over/under recovery of the FCA during previous billing period(s) in dollars.

R = Total retail kWh sales estimated to be billed during the coming billing period(s).

(c) Labor Cost Adjustment (LCA). The base rates set forth above may be adjusted periodically to

account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

$$LCA = 1 + ((TLCB - TLCPY) / BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.

TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.

BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.

The LCA so calculated shall be applied to each retail rate set forth above, excluding Schedule FCA, such that it will result in new base electric rates. Thus, when applied, a new TLCPY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:

- Salaries
- Payroll Taxes
- Retirement Expense
- Insurance – Employees Group
- Employee Retirement / Medical Insurance
- Casualty / Workers Compensation Insurance

Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time-to-time as prescribed by the City's accounting and budget procedures.

(d) Definitions.

- (1) Billing period: may include the coming monthly billing period or, if the City so elects, the six-month levelization period fuel cost adjustment as currently offered by AMEA.
- (2) Supplier fuel adjustment charges: Current period fuel adjustment charges by all wholesale suppliers.
- (3) Retail kWh sales: Total estimated billing period retail kWh sales recorded by the city to all residential customers, schools, churches, nonprofit organizations, commercial and industrial customers. Sales recorded by the city as sales to various city departments and facilities, except the water and sewer department, shall be excluded from retail kWh sales. Estimated kWh consumption associated with non-metered security lights shall also be excluded.

(e) General rules and regulations.

Payment: Bills are payable within ten (10) days from due date and, if not paid within such period, may be increased as determined by the mayor and council.

Service and metering: Service to more than one (1) premise shall not be combined, nor shall it be shared with or resold to others. Any customer receiving service at two (2) different voltages or metering points will be considered as two (2) separate customers for billing purposes. The type and location of metering is to be specified by the city. Rates in subsection (a) contemplate city ownership of transformation facilities; however, rental or ownership of transformation by an industrial customer is subject to negotiation by and with the city.

- (f) Wholesale rate fluctuation. If the wholesale rate goes up or down, the wholesale percentage will be passed through to the retail customer.

The additional facilities charge rider shall apply to facilities and equipment that have been installed by the City of Fairhope at the request of an electric customer specifically for the provision of service to such customer. Such facilities and equipment, which shall be owned, operated and maintained by the city, provide services to the customer (e.g.,

special lighting) that are generally not billed under section 21-21, rates—regular service. The additional facilities charge shall be rendered monthly and shall appear on the customer's bill as "AFC Rider." The additional facilities charge shall be computed by applying a factor of one and one-half (1.5) percent to the original installed cost of the additional facilities serving the customer, illustrated as follows:

Additional Facilities Charge =  $.015 \times$  Installed Cost

The installed cost of facilities shall include the cost of materials and equipment, labor costs, contractor mark-ups (when applicable), taxes and applicable city overhead charges.



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

AN ORDINANCE AMENDING ORDINANCE NO. 700,  
ORDINANCE NO. 1121, ORDINANCE NO. 1417, AND ORDINANCE NO. 1466  
AN ORDINANCE TO AMEND AND ADD TO CHAPTER 21,  
ARTICLE V, GAS, SECTION 21-61  
FAIRHOPE CODE OF ORDINANCES.

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21, Article V, Section 21-61 is hereby amended to reflect the following changes and additions:

**Article V. GAS**

**Section 21-61. Rates - Schedules.**

The following rate designations, and rates, for all gas customers of the city are hereby established:

- (1) Residential *service within city limits*—G1: Applicable to individual dwellings and apartments whose physical location is within the corporate limits:  
*Monthly Rates*  
Customer Charge: \$10.46 per bill rendered  
First 40 CCF (one hundred cubic feet): \$1.55 per CCF  
Over 40 CCF (one hundred cubic feet): \$1.43 per CCF
- (2) Residential *service outside city limits*—G2: Applicable to individual dwellings and apartments whose physical location is outside the corporate limits:  
*Monthly Rates*  
Customer Charge: \$10.93 per bill rendered  
First 40 CCF (one hundred cubic feet): \$1.63 per CCF  
Over 40 CCF (one hundred cubic feet): \$1.50 per CCF
- (3) Small Commercial *service inside and outside city limits*—G2: Applicable to small commercial establishments whose physical location is inside or outside the corporate limits:  
*Monthly Rates*  
Customer Charge: \$10.93 per bill rendered  
First 40 CCF (one hundred cubic feet): \$1.63 per CCF  
Over 40 CCF (one hundred cubic feet): \$1.50 per CCF
- (4) *School service inside and outside city limits*—S1: Applicable to public and private schools regardless of physical location:  
*Monthly Rates*  
Customer Charge: \$17.25 per bill rendered  
First 40 CCF (one hundred cubic feet): \$1.42 per CCF  
Next 960 CCF (one hundred cubic feet): \$1.32 per CCF  
Next 1,000 CCF (one hundred cubic feet): \$1.28 per CCF  
Over 2000 CCF (one hundred cubic feet): \$1.21 per CCF
- (5) *Large commercial and industrial service inside and outside City* — G3 and G4: Applicable to large commercial and industrial customers whose median monthly consumption is 200 CCF or more on an interruptible basis:  
*Monthly Rates:*  
Customer Charge: \$16.54 per bill rendered  
All CCF (one hundred cubic feet): \$1.57 per CCF
- (6) Special Wholesale Rate to the Town of Daphne, Alabama—G5: (Discontinued).

- (7) *City of Fairhope Use—G6*: Rates for city use shall be the above set out for G1, Residential Service rates.
- (8) *Interruptible 1,000+ Mcf industrial rate—G7*: Applicable to all large commercial and industrial customers whose median monthly consumption is one thousand (1,000) Mcf or above on an interruptible basis. Service to more than one (1) premises shall not be combined (unless served through one (1) meter), nor shall it be shared with or resold to others.  
*Monthly rate:*  
The monthly rate applied to all consumption shall be the monthly *Interruptible Gas* rate charged by BP Energy (stated in dollars per MCF) delivered to the City of Fairhope; plus a surcharge of \$0.50 per Mcf.
- If consumption is less than 1,000+ Mcf, the rate shall be G2. Service hereunder shall be for a minimum initial period and thereafter from day to day until terminated. A notice of time of usage must be given to the city not less than twenty-four (24) hours prior to said usage time.
- (9) *Manufacturing service rate—G8*: Applicable to all industrial customers involved in the manufacture of various equipment items and other products, located inside and outside the corporate limits.  
*Monthly rate:*  
Customer charge: \$274.06 per bill rendered.  
All CCF (one hundred cubic feet): \$1.42 per CCF
- (10) *General rules and regulations:*
- (a) The above rates are those charged by the city and any additional charges levied by state or federal authorities, such as the four (4) per cent state utilities tax, shall be in addition to said rates.
  - (b) Bills are payable within ten (10) days from due date and, if not paid within such period, may be increased by an amount to be determined by council.
  - (c) When applicable, a service charge will be applied by the city gas department for calls made when interruption of service is not the fault of the city.
  - (d) Retail service to more than one premises (unless served through one meter) shall not be combined, nor shall it be shared with or resold to others.
  - (e) In the event the supply of natural gas to the city is curtailed or if the total supply is inadequate, only high-priority customers shall continue to receive service in accordance with the city's curtailment plan. A high-priority customer includes users of gas in a residence, small commercial establishment, school, hospital or similar institution, or any use where curtailment would endanger life, health, welfare or maintenance of physical property due to the unavailability of an alternate energy supply.
  - (f) Normal service and delivery pressure to the customer shall be determined by the pressure available in the city's mains at the customer's location and may be reduced as necessary by the city to comply with supplier and regulatory curtailment directives under the current Modified IV Category Plan. Where the customer's normal operational pressure requirements exceed the delivery pressure available, thus requiring the installation of increased compressor capacity, a pressure factor (corresponding to the psig) will be used to calculate the actual monthly consumption to be billed.
  - (g) In the event a maximum daily quantity (MDQ) overrun penalty is levied against the city, due, in part or in whole, to industrial delivery overruns, the industry will pay a daily overrun penalty of one dollar (\$1.00) per hundred (100) cubic feet against all units in excess of the industry's established MDQ in addition to the established rate.

- (11) *Gas rate adjustments:* The foregoing retail rate schedules shall be subject to adjustment, if the wholesale rate goes up or down, the wholesale percentage will be passed through to the retail customer. Adjustments to the base retail rate schedules listed above shall be performed, in the absence of a formal rate hearing, in accordance with either one or both of the formulas set out below in subsection (10)(a) Gas Cost Adjustment (GCA) and (10)(b) Revenue Requirement Adjustment. A formal rate hearing shall be held at least once every two (2) years, or in the event that total adjustments to the base retail rate schedules reach or exceed twenty cents (\$0.20) per hundred (100) cubic feet, to review and adjust the base retail rates above, and also the adjustment formulas as required.

(a) Gas Cost Adjustment (GCA):

*Schedule GCA* shall provide for the monthly fluctuation in wholesale purchased gas costs as reflected in the monthly quote received from BP Energy Company (“BP”). The GCA shall also account for any changes in monthly gas transportation costs. In the event schedule GCA results in a negative factor, such negative GCA factor shall be applied to each customer's monthly bill. All GCA factors shall be rounded off to the nearest one-hundredth of a cent (\$0.00) per one hundred cubic feet sold. The GCA shall be calculated based on the current billing period's wholesale gas cost anticipated to be billed by supplier(s) (e.g., BP), plus anticipated gas transportation charges, adjusted to the retail billing level as follows:

$$GCA = [(PGC + GTC) \times 1.032 \times (1/1-RAF) / 10] - BGC$$

Where:

PGC = Purchased Gas Cost for the coming billing period stated in dollars per MMBtu (million British Thermal Units). PGC includes the commodity cost of gas and all applicable taxes and surcharges.

GTC = Gas Transportation Cost for the coming billing period stated in dollars per MMBtu.

RAF = Retail Adjustment Factor to adjust the dollars per MCF charge to the retail billing level, currently 0.05. RAF may be adjusted from time to time based on actual experience.

BGC = the cost of delivered gas in current base rates (\$0.56 per CCF). BGC shall remain unchanged until the next revision to base rates.

(b) Revenue Requirement Adjustment (RRA)

$$RRA = (EO - \$5,986,000) + (EG - \$1,307,600) / RS$$

EG is new or budgeted annual contributions to the Fairhope general fund;

EO is estimated or budgeted annual operation and maintenance costs for the next twelve (12) months;

RS is *total* annual Fairhope retail sales, excluding city use, in CCF estimated for the next twelve months.

(c) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

$$LCA = 1 + ((TLCB - TLCBR) / BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the gas utility budget for the coming fiscal year, as approved by the Board.

TLCBR = The total annual labor cost, in dollars, that is reflected in the current base gas rates.

BRRR = The total revenue requirement, in dollars, that is reflected in current base gas rates.

The LCA factor so calculated shall be applied to each retail rate set forth above, excluding Schedule GCA, such that it will result in new base gas rates. Thus, when applied, a new TLCBR and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCBR:

Collection Costs / Revenue Department  
Administrative Costs  
Salaries  
Payroll Taxes  
Retirement Expense  
Employee Retirement / Medical Insurance  
Casualty / Workers Compensation Insurance

- (12) The foregoing retail rate schedule shall be further subject to adjustment in certain areas defined and specified as subject to the competitive rate environment. Such areas are those in which the city is competing or will have to compete with other gas suppliers for market share. The purpose of this discretion to adjust rates in the defined area or areas is to enhance the municipal utility's ability to successfully compete and gain market share.

Section 2. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

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

ADOPTED THIS THE 9TH DAY OF JULY, 2018

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

Attest:

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

## Gas Rates:

The following rate designations, and rates, for all gas customers of the city are hereby established:

- (1) Residential service within city limits—G1: Applicable to individual dwellings and apartments whose physical location is within the corporate limits:  
Monthly Rates:  
Customer charge: \$8.96 per bill rendered.  
First 40 CCF (one hundred cubic feet): \$1.51 per CCF.  
Over 40 CCF (one hundred cubic feet): \$1.43 per CCF.
- (2) Residential service outside city limits—G2: Applicable to individual dwellings and apartments whose physical location is outside the corporate limits:  
Monthly Rates:  
Customer charge: \$9.43 per bill rendered.  
First 40 CCF (one hundred cubic feet): \$1.59 per CCF.  
Over 40 CCF (one hundred cubic feet): \$1.50 per CCF.
- (3) Small commercial service inside and outside city limits—G2: Applicable to small commercial establishments whose physical location is inside or outside the corporate limits:  
Monthly Rates:  
Customer charge: \$9.43 per bill rendered.  
First 40 CCF (one hundred cubic feet): \$1.59 per CCF.  
Over 40 CCF (one hundred cubic feet): \$1.50 per CCF.
- (4) School service inside and outside city limits—S1: Applicable to public and private schools regardless of physical location:  
Monthly Rates:  
Customer charge: \$17.25 per bill rendered.  
First 40 CCF (one hundred cubic feet); \$1.42 per CCF.  
Next 960 CCF (one hundred cubic feet): \$1.32 per CCF.  
Next 1,000 CCF (one hundred cubic feet): \$1.28 per CCF.  
Over 2000 CCF (one hundred cubic feet): \$1.21 per CCF.
- (5) Large commercial and industrial service inside and outside City—G3 and G4: Applicable to large commercial and industrial customers whose median monthly consumption is 200 CCF or more on an interruptible basis:  
Monthly Rates:  
Customer charge: \$16.54 per bill rendered.  
All CCF (one hundred cubic feet): \$1.57 per CCF.
- (6) Special wholesale rate to the Town of Daphne, Alabama—G5: (Discontinued).
- (7) City of Fairhope use—G6: Rates for city use shall be the above set out for G1 residential service rates.
- (8) Interruptible 1,000+ Mcf industrial rate—G7: Applicable to all large commercial and industrial customers whose median monthly consumption is one thousand (1,000) Mcf or above on an interruptible basis. Service to more than one (1) premises shall not be combined (unless served through one (1) meter), nor shall it be shared with or resold to others.  
Monthly Rates:

The monthly rate applied to all consumption shall be the monthly interruptible gas rate charged by BP Energy (stated in dollars per MCF) delivered to the City of Fairhope; plus a surcharge of \$0.50 per Mcf.

If consumption is less than 1,000+ Mcf, the rate shall be G2. Service hereunder shall be for a minimum initial period and thereafter from day to day until terminated. A notice of time of usage must be given to the city not less than twenty-four (24) hours prior to said usage time.

- (9) Manufacturing service rate—G8: Applicable to all industrial customers involved in the manufacture of various equipment items and other products, located inside and outside the corporate limits.

Monthly Rates:

Customer charge: \$274.06 per bill rendered.

All CCF (one hundred cubic feet): \$1.42 per CCF.

- (10) General rules and regulations:

- a. The above rates are those charged by the city and any additional charges levied by state or federal authorities, such as the four (4) per cent state utilities tax, shall be in addition to said rates.
  - b. Bills are payable within ten (10) days from due date and, if not paid within such period, may be increased by an amount to be determined by council.
  - c. When applicable, a service charge will be applied by the city gas department for calls made when interruption of service is not the fault of the city.
  - d. Retail service to more than one premises (unless served through one meter) shall not be combined, nor shall it be shared with or resold to others.
  - e. In the event the supply of natural gas to the city is curtailed or if the total supply is inadequate, only high-priority customers shall continue to receive service in accordance with the city's curtailment plan. A high-priority customer includes users of gas in a residence, small commercial establishment, school, hospital or similar institution, or any use where curtailment would endanger life, health, welfare or maintenance of physical property due to the unavailability of an alternate energy supply.
  - f. Normal service and delivery pressure to the customer shall be determined by the pressure available in the city's mains at the customer's location and may be reduced as necessary by the city to comply with supplier and regulatory curtailment directives under the current Modified IV Category Plan. Where the customer's normal operational pressure requirements exceed the delivery pressure available, thus requiring the installation of increased compressor capacity, a pressure factor (corresponding to the psig) will be used to calculate the actual monthly consumption to be billed.
  - g. In the event a maximum daily quantity (MDQ) overrun penalty is levied against the city, due, in part or in whole, to industrial delivery overruns, the industry will pay a daily overrun penalty of one dollar (\$1.00) per one hundred (100) cubic feet against all units in excess of the industry's established MDQ in addition to the established rate.
- (11) Gas rate adjustments: The foregoing retail rate schedules shall be subject to adjustment, if the wholesale rate goes up or down, the wholesale percentage will be passed through to the retail customer. Adjustments to the base retail rate schedules listed above shall be performed, in the absence of a formal rate hearing, in accordance with either one or both of the formulas set out below in subsection (10)a, gas cost adjustment (GCA), 10(b) labor cost adjustment (LCA), and (10)b, revenue requirement adjustment. A formal rate hearing shall be held at least once every two (2) years, or in the event that total adjustments to the base retail rate schedules reach or exceed twenty cents (\$0.20) per one hundred (100) cubic feet, to review and adjust the base retail rates above, and also the adjustment formulas as required.

- a. Gas cost adjustment (GCA):

Schedule GCA shall provide for the monthly fluctuation in wholesale purchased gas costs as reflected in the monthly quote received from BP Energy Company ("BP"). The GCA shall also account for any changes in monthly gas transportation costs. In the event schedule GCA results in a negative factor, such negative GCA factor shall be applied to each customer's monthly bill. All GCA factors shall be rounded off to the nearest one-hundredth of a cent (\$0.00) per one hundred (100) cubic feet sold.

The GCA shall be calculated based on the current billing period's wholesale gas cost anticipated to be billed by supplier(s) (e.g., BP), plus anticipated gas transportation charges, adjusted to the retail billing level as follows:

$$GCA = [(PGC + GTC) \times 1.032 \times (1/1-RAF) / 10] - BGC$$

Where:

PGC = Purchased gas cost for the coming billing period stated in dollars per MMBtu (million British Thermal Units). PGC includes the commodity cost of gas and all applicable taxes and surcharges.

GTC = Gas transportation cost for the coming billing period stated in dollars per MMBtu.

RAF = Retail adjustment factor to adjust the dollars per MCF charge to the retail billing level, currently 0.05. RAF may be adjusted from time to time based on actual experience.

BGC = The cost of delivered gas in current base rates (\$0.56 per CCF). BGC shall remain unchanged until the next the revision to base rates.

- b. Labor Cost Adjustment (LCA). The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

$$LCA = 1 + ((TLCB - TLCPY) / BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.

TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.

BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.

The LCA factor so calculated shall be applied to each retail rate set forth above, excluding Schedule GCA, such that it will result in new base gas rates. Thus, when applied, a new TLCPY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:

- Salaries
- Payroll Taxes
- Retirement Expense
- Insurance – Employees Group
- Employee Retirement / Medical Insurance
- Casualty / Workers Compensation Insurance

Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time-to-time as prescribed by the City's accounting and budget procedures.

- c. Revenue requirement adjustment (RRA):

$$RRA = (EO - \$5,986,000) + (EG - \$1,307,600) / RS$$

EG is new or budgeted annual contributions to the Fairhope general fund;

EO is estimated or budgeted annual operation and maintenance costs for the next twelve (12) months;

RS is total annual Fairhope retail sales, excluding city use, in CCF estimated for the next twelve (12) months.

- (12) The foregoing retail rate schedule shall be further subject to adjustment in certain areas defined and specified as subject to the competitive rate environment. Such areas are those in which the city is competing or will have to compete with other gas suppliers for market share. The purpose of this discretion to adjust rates in the defined area or areas is to enhance the municipal utility's ability to successfully compete and gain market share.



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

**AN ORDINANCE TO ESTABLISH WATER RATES; AND CAPACITY ASSET FEES AND INSTALLATION FEES FOR ALL CUSTOMERS OF THE CITY OF FAIRHOPE WATER SYSTEMS. THIS ORDINANCE AMENDS ORDINANCE 953, AND REPEALS ORDINANCE NO. 1122 AND ORDINANCE NO. 1383.**

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

**ARTICLE III. WATER**

(Sec. 21: 30–31 remain as written)

**AMEND - Sec. 21-32 CONNECTION FEES AND EXPENSES:**

- (a) The City of Fairhope has established fees for metered connections to the water system based on an equivalent residential connection, ERC, using an average daily volume of 250 gallons. The total connection fee is a combination of costs that include a Capacity Asset Fee and an Installation Fee. The Capacity Asset Fee, for each new service, is to recover cost relating to the capital investment required to provide the source water (groundwater wells), treatment facilities and ground or elevated storage tanks and capital funding necessary to maintain said facilities. The fee will also provide capital funding for capacity improvement projects where growth or hydraulic capacity requirements to support needed fire flows are recommended.
- (b) The Installation Fee, if required, is to recover the material and labor costs to install the service when an existing service to the property is not available. The Capacity Asset Fee and the Installation Fee are on-time fees to provide water service to a specific location and cannot be transferred to another site. Any water service upgrades to a location will be determined as the difference between the existing Capacity Asset Fee and the proposed Capacity Asset Fee. Installation upgrades will be based on the Installation Fee schedule for the Meter size of the requested upgrade.
- (c) There are hereby established connection fees for new connections to City water service as follows:

**1. Inside the City of Fairhope City Limits:**

Meter Size	Capacity Asset Fee	ERC	Max ERC Units		Installation Fee (In Required)
		(Commercial)	Multi-Family		
3/4"	\$ 1,500.00	1	1		\$ 500.00
1"	\$ 3,000.00	2.5	4		\$ 750.00
2"	\$11,250.00	7.5	28		\$2,000.00
3"	\$18,000.00	12	75		\$2,500.00
4"	\$27,000.00	18	125		\$3,500.00
>4"	As Determined by the Superintendent or Operations Director				

For multi-residential, master metered complexed, the Capacity Asset Fee shall not be less than either: 1) The fee(s) stated above or 2) \$1,500.00 multiplied by 2/3 (Apartments or Condos) or 1/2 (Hotels or RV Parks) the number of units proposed. Installation Fee is based on meter size.

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

Water Rates

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2. Outside the City of Fairhope City Limits:

A multiplier of 1.5 applied to the Capacity Asset Fee shall be used to determine the connection fee for connections outside the City of Fairhope City Limits. No such multiplier shall apply to the Installation Fee nor any Miscellaneous Fees and Charges relating to the new service.

3. Irrigation:

Where an existing water customer desires a separate water meter for irrigation, the City of Fairhope may install a second water meter, using the existing service main at a cost equal to the Installation Fee stated above, to be used with an automatic sprinkler system. The size of the irrigation meter shall be no larger than the existing meter. The irrigation (water only) service shall be bill at the W-5 Irrigation Rate of the existing service, and the usage will not be included in the sewer portion of the bill for the account.

4. Miscellaneous Fees and Charges:

Where water main extensions or upgrades are required to serve a customer or a new development, the cost to provide the minimum needed water capacity, including fire protection, will be the responsibility of the customer or developer. The City of Fairhope may elect to upgrade, or upsize the minimum requirement at no additional cost to the customer or developer.

(Sec. 21: 33-37 remain as written)

**AMEND - Sec. 21-38 WATER RATES SCHEDULE:**

1.	W1:	Inside the city limits	
		First 1,000 gallons (minimum).....	\$ 10.70
		Plus All over 1,000 gallons, per each additional 1,000 gallons.....	\$ 3.05
		Plus Tax.	

2.	W2, W3, and W4:	Outside the city limits	
		First 1,000 gallons (minimum).....	\$ 13.75
		Plus All over 1,000 gallons, per each additional 1,000 gallons.....	\$ 4.25
		Plus Tax.	

3.	W5:	Irrigation (no sewer)	
		Base Charge (no usage).....	\$ 6.00
		All usage.....	\$ 4.25
		Plus Tax.	

4. Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

$$LCA = 1 + ((TLCB - TLCBR) / BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the water utility budget for the coming fiscal year, as approved by the Board.

TLCBR = The total annual labor cost, in dollars, that is reflected in the current base water rates.

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

Water Rates

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BRRR = The total revenue requirement, in dollars, that is reflected in current base water rates.

The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base water rates. Thus, when applied, a new TLCBR and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCBR:

Collection Costs / Revenue Department

Administrative Costs

Salaries

Payroll Taxes

Retirement Expense

Employee Retirement / Medical Insurance

Casualty / Workers Compensation Insurance

(Sec. 21-39. RESERVED)

(Sec. 21: 40-49 remain as written)

#### **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 immediately upon its due adoption and publication as required by law.

ADOPTED THIS THE 9TH DAY OF JULY, 2018

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

Attest:

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

**Sec. 21-32. – Connection Fees and Expenses (WATER)**

- (a) The City of Fairhope has established fees for metered connections to the water system based on an equivalent residential connection, ERC, using an average daily volume of 250 gallons. The total connection fee is a combination of costs that include a Capacity Asset Fee and an Installation Fee. The Capacity Asset Fee, for each new service, is to recover cost relating to the capital investment required to provide the source water (groundwater wells), treatment facilities and ground or elevated storage tanks and capital funding necessary to maintain said facilities. The fee will also provide capital funding for capacity improvement projects where growth or hydraulic capacity requirements to support needed fire flows are recommended.
  
- (b) The Installation Fee, if required, is to recover the material and labor costs to install the service when an existing service to the property is not available. The Capacity Asset Fee and the Installation Fee are one-time fees to provide water service to a specific location and cannot be transferred to another site. Any water service upgrades to a location will be determined as the difference between the existing Capacity Asset Fee and the proposed Capacity Asset Fee. Installation upgrades will be based on the Installation Fee schedule for the Meter size of the requested upgrade.
  
- (c) There are hereby established connection fees for new connections to city water service as follows:

1. Inside the City of Fairhope city limits:

Meter Size	Capacity Asset Fee	ERC (Commercial)	Max ERC Units Multi-Family	Installation Fee (If Required)
¾"	\$1,500.00	1	1	\$ 500.00
1"	\$3,000.00	2.5	4	\$ 750.00
2"	\$11,250.00	7.5	28	\$ 2,000.00
3"	\$18,000.00	12	75	\$ 2,500.00
4"	\$27,000.00	18	125	\$ 3,500.00
>4"	As Determined by the Superintendent or Director of Operations			

For multi-residential, master metered complexes, the Capacity Asset Fee shall not be less than the either, 1.) The fee(s) stated above, or 2.) \$1,500 multiplied by 2/3 (Apartments or Condos) or ½ (Hotels or RV Parks) the number of units proposed. Installation Fee is based on meter size.

2. Outside the City of Fairhope city limits:

A multiplier of 2.0 shall be used to determine the fee for connections out of the City of Fairhope city limits using the fee calculated, based on meter size and any required installation fee determined in 1. above.

3. Irrigation:

Where an existing water customer desires a separate water meter for irrigation, the City of Fairhope may install a second water meter, using the existing service main at a cost equal to the Installation Fee stated above, to be used with an automatic sprinkler system. The size of the Irrigation meter shall be no larger than the existing meter. The Irrigation (water only) service shall be billed at the W-5 Irrigation Rate of the existing service, and the usage will not be included in the sewer portion of the bill for the account.

4. Miscellaneous Fees and Charges:

Where water main extensions or upgrades are required to serve a customer or a new development, the cost to provide the minimum needed water capacity, including fire protection, will be the responsibility of the customer or developer. The City of Fairhope may elect to upgrade, or upsize the minimum requirement at no additional cost to the customer or developer.

Sec. 21-38 – Rates Schedule

1.) W – 1 Inside the City Limits

First 1,000 gallons (minimum) ..... \$10.70

All usage over 1,000 gallons .....\$ 3.05 per 1,000 gallons

Plus tax

2.) W – 2, W – 3 and W – 4 Outside the City Limits

First 1,000 gallons (minimum) ..... \$ 13.75

All usage over 1,000 gallons ..... \$ 4.25 per 1,000 gallons

Plus Tax

3.) W – 5 Irrigation (no sewer)

Base Charge (no Usage) ..... \$ 6.00

All usage ..... \$ 4.25

Plus Tax

## Water Rates:

- (1) W1: Inside the city limits.

First 2,000 gallons (minimum) .....\$10.63

Plus all over 2,000 gallons, per each additional 1,000 gallons .....3.04

Plus tax.

- (2) W2 & W3: Outside the city limits excluding Marlow.

First 2,000 gallons (minimum) .....13.67

Plus all over 2,000 gallons, per each additional 1,000 gallons .....4.21

Plus tax.

- (3) W4: Outside the city limits Marlow.

First 2,000 gallons (minimum) .....13.67

Plus all over 2,000 gallons, per each additional 1,000 gallons .....4.21

Plus tax.

- (4) Labor Cost Adjustment (LCA). The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

$$LCA = 1 + ((TLCB - TLCPY) / BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.

TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.

BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.

The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base water rates. Thus, when applied, a new TLCPY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:

- Salaries
- Payroll Taxes
- Retirement Expense
- Insurance – Employees Group
- Employee Retirement / Medical Insurance
- Casualty / Workers Compensation Insurance

Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time-to-time as prescribed by the City's accounting and budget procedures.

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

**AN ORDINANCE TO ESTABLISH WASTEWATER (SEWER) RATES FOR ALL CUSTOMERS OF THE CITY OF FAIRHOPE WASTEWATER SYSTEMS. THIS ORDINANCE AMENDS ORDINANCE 953, AND REPEALS ORDINANCE NO. 1122 AND ORDINANCE NO. 1383.**

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

**ARTICLE IV. SEWERS\***

(Sec. 21: 50-51 remain as written)

**AMEND - Sec. 21-52 CONNECTION REQUIREMENTS AND CONNECTION FEES (SEWER)**

- (a) The specifications for connecting to the sanitary sewer system of the City of Fairhope include the following:
  - 1. All connections shall be made at, or near, the boundary between the private property being served and the edge of the Right of Way of Easement. The customer is responsible for all maintenance of the service line from the connection up to and within the premises being served.
  - 2. All service line pipe material shall be Schedule 40 PVC or Ductile Iron pipe. A cleanout shall be provided at the point of connection.
  - 3. All work shall be in strict accordance with the current plumbing codes and guidelines adopted by the City of Fairhope. This includes the size of the service line material and the grade it is installed on to meet the flow requirements of the premises. Confirmation of available slope shall be determined by the owner prior to any work.
  - 4. Grease traps, grit traps and other protective devices shall be installed by the owner, subject to approval of the City of Fairhope Building Official or the Operations Director for Utilities. All work must be inspected and approved prior to being backfilled and covered.
  - 5. In no case shall any collection of rain water be allowed to enter the sewer system at any location on the property being served.

(b) Connection Fees and Expenses.

- 1. The Connection Fee schedule is established to recover costs relating to capital needs for treatment and transmission systems. This Capacity Asset Fee is based on an equivalent residential connection, ERC, using 225 gallons per day per ERC.

Meter Size	Capacity Asset Fee	ERC (Commercial)	Max ERC Units Multi-Family
3/4"	\$ 2,000.00	1	1
1"	\$ 5,000.00	2.5	4
2"	\$15,050.00	7.5	28
3"	\$24,000.00	12	75
4"	\$36,000.00	18	125
>4"	As Determined by the Superintendent or Operations Director		

For multi-residential, master metered complexed, the Capacity Asset Fee shall not be less than either: 1) The fee(s) stated above or 2) \$1,500.00 multiplied by 2/3 (Apartments or Condos) or 1/2 (Hotels or RV Parks) the number of units proposed. Installation Fee is based on meter size.



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

Sewer Rates

Page -2-

(c) Additional Provisions.

1. Outside the City of Fairhope City Limits:

A multiplier of 1.5 shall be applied to the Capacity Asset Fee to determine the fee for connections out of the City of Fairhope City limits.

2. Connection Requirements:

When a gravity connection (lateral) is not available to the property requesting service, the owner shall be responsible for all costs relating to providing said service. The City of Fairhope, when possible, may provide a cost estimate of labor, materials and any repair of concrete or asphalt to the owner for this work. The owner may elect to use a licensed plumber, at his or her expense, for the installation if so desired. All such work must be inspected and approved prior to acceptance. The outside the City multiplier does not apply to any connection related costs required in this paragraph.

3. Miscellaneous Fees and Charges:

Where sewer main extensions are required to serve a customer or a new development, the cost to provide the minimum needed sewer capacity, including all subsequent phases of the proposed project, will be the responsibility of the customer or developer. The City of Fairhope may elect to upgrade, or upsize, the minimum requirement to accommodate future growth potential at no additional cost to the customer or developer. Properties served from said upgrades, or where existing infrastructure has been provided by others, shall pay a Wastewater Access Fee, at the time of development, equal to \$35.00 per equivalent front foot of the property along the Right of Way from which the property is served. Equivalent front foot shall be equal to the frontage along the Right of Way from which service is provided or the square root of the area of the property, in feet, times \$35.00. When developments connect to an existing force main, the developer shall pay a Wastewater Access Fee equal to \$15.00 per equivalent front foot as defined above. A single family residential connection (gravity or force main) shall be allowed on a single property with a maximum Wastewater Access Fee equal to a footage of 150 linear feet applied to an Access Fess of \$35.00 per linear foot. The outside City multiplier does not apply to any Wastewater Access Fee.

(Sec. 21-53 remains as written)

**AMEND - Sec. 21-54 WASTEWATER (SEWER) RATES SCHEDULE**

1. S1: Inside the City limits

First 1,000 gallons (minimum).....	\$ 13.74
All usage over 1,000 gallons.....	\$ 4.07 per 1,000 gallons
Plus Tax.	

Fixed sewer = \$ 18.32

S2 & S3 Outside the City limits

First 1,000 gallons (minimum).....	\$ 15.77
All usage over 1,000 gallons.....	\$ 5.01 per 1,000 gallons
Plus Tax.	

Fixed sewer = \$ 28.49

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

Sewer Rates

Page -3-

2. Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

$$LCA = 1 + ((TLCB - TLCBR) / BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the sewer utility budget for the coming fiscal year, as approved by the Board.

TLCBR = The total annual labor cost, in dollars, that is reflected in the current base sewer rates.

BRRR = The total revenue requirement, in dollars, that is reflected in current base sewer rates.

The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base sewer rates. Thus, when applied, a new TLCBR and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCBR:

Collection Costs / Revenue Department

Administrative Costs

Salaries

Payroll Taxes

Retirement Expense

Employee Retirement / Medical Insurance

Casualty / Workers Compensation Insurance

(Sec. 21: 55-57 remain as written)

#### **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 immediately upon its due adoption and publication as required by law.

ADOPTED THIS THE 9TH DAY OF JULY, 2018

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

Attest:

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

Sec. 21 – 52. Connection requirements and Connection Fees (SEWER)

(a) The Specifications for connecting to the sanitary sewer system of the City of Fairhope include:

1. All connections shall be made at, or near, the boundary between the private property being served and the edge of the Right of Way or Easement. The customer is responsible for all maintenance of the service line from the connection up to and within the premises being served.
2. All service line pipe material shall be Schedule 40 PVC or Ductile Iron pipe. A cleanout shall be provided at the point of connection.
3. All work shall be in strict accordance with the current plumbing codes and guidelines adopted by the city of Fairhope. This includes the size of the service line material and the grade it is installed on to meet the flow requirements of the premises. Confirmation of available slope shall be determined by the owner prior to any work.
4. Grease traps, Grit traps and other protective devices shall be installed by the owner, subject to approval of the city of Fairhope building official or the Director of Operations for Utilities. All work must be inspected and approved prior to being backfilled and covered.
5. In no case shall any collection of rain water be allowed to enter the sewer system at any location on the property being served.

(b) Connection Fees and Expenses.

1. The Connection Fee schedule is established to recover costs relating to capital needs for treatment and transmission systems. This Capacity Asset Fee is based on an equivalent residential connection, ERC, using 225 gallons per day per ERC.
2. Inside the City of Fairhope city limits:

Meter Size	Capacity Asset Fee	ERC	
		(Commercial)	Multi-Family
¾"	\$ 2,000.00	1	1
1"	\$ 5,000.00	2.5	4
2"	\$ 15,000.00	7.5	28
3"	\$ 24,000.00	12	75
4"	\$ 36,000.00	18	125

>4" As Determined by the Superintendent or Director of Operations

For multi residential complexes, the Capacity Asset Fee shall not be less then either, 1.) The fee(s) stated above, or 2.) \$2,000.00 multiplied by 2/3 (Apartments or Condos) or ½ (Hotels or RV Parks) the number of units proposed.

(c) Additional Provisions

1. Outside the City of Fairhope city limits:

A multiplier of 2.0 shall be applied to the Capacity Asset Fee to determine the fee for connections out of the City of Fairhope city limits.

2. Connection Requirements:

When a gravity connection (lateral) is not available to the property requesting service, the owner shall be responsible for all costs relating to providing said service. The City of Fairhope, when possible, may provide a cost estimate of labor, materials and any repair of concrete or asphalt to the owner for this work. The owner may elect to use a licensed plumber, at his expense, for the installation if so desired. All such work must be inspected and approved prior to acceptance. The outside the city multiplier does not apply to any connection related costs required in this paragraph.

3. Miscellaneous Fees and Charges:

Where sewer main extensions are required to serve a customer or a new development, the cost to provide the minimum needed sewer capacity, including all subsequent phases of the proposed project, will be the responsibility of the customer or developer. The City of Fairhope may elect to upgrade, or upsize, the minimum requirement to accommodate future growth potential at no additional cost to the customer or developer. Properties served from said upgrades, or where existing infrastructure has been provided by others, shall pay a Wastewater Access Fee, at the time of development, equal to \$35.00 per equivalent front foot of the property along the Right of Way from which the property is served. Equivalent front foot shall be equal to the frontage along the Right of Way from which service is provided or the square root of the area of the property, in feet, times \$35.00. When developments connect to an existing force main, the developer shall pay a Wastewater Access Fee equal to \$15.00 per equivalent front foot as defined above. A single family residential connection (gravity or force main) shall be allowed on a single property with a maximum Wastewater Access Fee equal to a footage of 150 linear feet applied to an Access Fee of \$35.00 per linear foot. The outside the city multiplier does not apply to any Wastewater Access Fee.

Sec. 21-52 – Sewer Rates Schedule

1.) S – 1 Inside the City Limits

First 1,000 gallons (minimum) ..... \$13.74

All usage over 1,000 gallons .....\$ 4.07 per 1,000 gallons

Plus Tax

2.) S – 2 and S – 3 Outside the City Limits

First 1,000 gallons (minimum) ..... \$ 15.77

All usage over 1,000 gallons ..... \$ 5.01 per 1,000 gallons

Plus Tax

Sec. 21-54. - Rate—schedule.

(a) Wastewater (sewer) rates schedule:.

(1) S1: Inside the city limits.

First 2,000 gallons (minimum) .....13.74

Plus all over 2,000 gallons, per each additional 1,000 gallons .....4.07

Fixed sewer = \$18.32

(2) S2 & S3 outside the city limits.

First 2,000 gallons (minimum) .....15.77

Plus all over 2,000 gallons, per each additional 1,000 gallons .....5.01

Fixed sewer = \$28.49

(b) Labor Cost Adjustment (LCA) Factor. The base rates set forth above may be adjusted periodically to account for permanent changes in labor-related revenue requirements (e.g., salaries and wages, pensions and benefits, etc.) that come about as a result of budget actions taken by the City Council for a fiscal year. Such adjustment, when approved by the City Council, shall be calculated as follows:

$$LCA = 1 + ((TLCB - TLCPY) / BRRR)$$

Where:

TLCB = The total annual labor cost, in dollars, that is reflected in the electric utility budget for the coming fiscal year, as approved by the Board.

TLCPY = The total actual annual labor cost, in dollars, that was incurred by the electric utility for the prior fiscal year.

BRRR = The total estimated revenue requirement, in dollars, that is being recovered in current base rates.

The LCA factor so calculated shall be applied to each retail rate set forth above such that it will result in new base wastewater (sewer) rates. Thus, when applied, a new TLCPY and BRRR will be established for future LCA calculations. The following accounts shall be used in the determination of total labor costs as reflected in TLCB and TLCPY:

Salaries  
Payroll Taxes  
Retirement Expense  
Insurance – Employees Group  
Employee Retirement / Medical Insurance  
Casualty / Workers Compensation Insurance

Note: the listing of accounts used to determine TLCB and TLCPY may be modified from time-to-time as prescribed by the City's accounting and budget procedures.

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

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

That the City of Fairhope awarded the bid for Fitness Equipment for the Recreation Department on June 11, 2018 via Resolution No. 3101-18 to Fitness Master (Bid Number 015-18); and upon further review of the bid, it was determined that some requirements need to be modified and the bid will need to be reissued.

[3] That the Governing Body of the City of Fairhope, Alabama, hereby rescinds Resolution No. 3101-18, rejects Bid No. 024-13 for Fitness Equipment for the Recreation Department; and authorizes to rebid.

Adopted on this 9th day of July, 2018

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

Attest:

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



## MEMO

To: Mike Hinson, Treasurer

From:   
Jillian Saffle, Purchasing Manager

Date: June 28, 2018

Re: Request City Council to rescind Resolution No. 3101-18 for Bid No 015-18 Fitness Equipment for the Recreation Center 2018, reject all bids for Bid No. 015-18, and authorize re-bid of fitness equipment

Karin Wilson  
Mayor

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACMO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The Recreation Department has requested the procurement of additional fitness equipment for the Recreation center. The Bid was issued on April 23, 2018 and opened on May 7, 2018. Resolution 3101-18 was issued to award Bid No. 015-18 Fitness Equipment for the Recreation Center 2018 to Fitness Master in the amount of \$54,485.95.

Upon further review of the bid, it was determined that some requirements need to be modified and the bid will need to be reissued.

**Please place on the next available City Council agenda this request to rescind Resolution No. 3101-18 for Bid No. 015-18 Fitness Equipment for the Recreation Center 2018, reject all bids for Bid No. 015-18, and authorize re-bid of fitness equipment.**

Cc: file; T. Kuhl; N. Lami

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



**CITY OF FAIRHOPE  
BID TABULATION**

Bid Name:  
Bid Number:  
Date Opened:

**Fitness Equipment for Recreation Center 2018**  
042-18  
07/2018 9:00 AM

Vendor	Bid Proposal Executed / Signed / Notarized/Non-Collusion Statement Signed / Notarized	Addendum #1 & #2 signed	ARO DAYS	MANUFACTURER	No. of ITEMS	PRICE PER ITEM	Extended Price to include installation
<b>MATRIX FITNESS</b>	yes		45				
T750 (or equivalent) Treadmill				MATRIX FITNESS	3	\$1,995.00	\$18,987.00
A750 (or equivalent) Arcnet Trainer				MATRIX FITNESS	4	\$2,395.00	\$21,190.00
G2-8880 (or equivalent) 8-Track Multi-Station				MATRIX FITNESS	1	\$7,475.00	\$7,475.00
M2-P-63 (or equivalent) Matrix M2 Smith Machine				MATRIX FITNESS	1	\$1,285.00	\$1,285.00
XT-0-28 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 0.28 Color				MATRIX FITNESS	2	\$5.00	\$10.00
XT-06 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 06 Color				MATRIX FITNESS	8	\$2.91	\$23.28
XT-10 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 10 Color				MATRIX FITNESS	8	\$22.74	\$181.92
XT-25 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 25 Color				MATRIX FITNESS	4	\$27.34	\$109.36
XT-35 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 35 Color				MATRIX FITNESS	4	\$74.00	\$296.00
XT-45 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 45 Color				MATRIX FITNESS	8	\$188.00	\$1,504.00
Freight							
<b>TOTAL PRICE</b>							<b>\$24,763.77</b>
<b>BSN Sports</b>	yes		2-3 weeks				
T750 (or equivalent) Treadmill				Spirit Fitness	3	\$3,849.99	\$11,549.97
A750 (or equivalent) Arcnet Trainer				Spirit Fitness	4	\$3,199.99	\$12,799.96
G2-8880 (or equivalent) 8-Track Multi-Station				No Bid	1	No Bid	No Bid
M2-P-63 (or equivalent) Matrix M2 Smith Machine				No Bid	1	No Bid	No Bid
XT-0-28 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 0.28 Color				No Bid	2	No Bid	No Bid
XT-06 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 06 Color				No Bid	8	No Bid	No Bid
XT-10 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 10 Color				No Bid	8	No Bid	No Bid
XT-25 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 25 Color				No Bid	4	No Bid	No Bid
XT-35 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 35 Color				No Bid	4	No Bid	No Bid
XT-45 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 45 Color				No Bid	8	No Bid	No Bid
Freight							\$790.00
<b>TOTAL PRICE</b>							<b>\$25,440.38</b>
<b>PROMAXIA</b>	no		4-6 weeks				
T750 (or equivalent) Treadmill					3	\$4,999.00	\$14,997.00
A750 (or equivalent) Arcnet Trainer					4	\$5,399.00	\$21,596.00
G2-8880 (or equivalent) 8-Track Multi-Station					1	\$8,179.00	\$8,179.00
M2-P-63 (or equivalent) Matrix M2 Smith Machine					1	\$1,588.00	\$1,588.00
XT-0-28 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 0.28 Color					2	\$5.00	\$10.00
XT-06 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 06 Color					8	\$5.00	\$40.00
XT-10 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 10 Color					8	\$19.00	\$152.00
XT-25 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 25 Color					4	\$35.00	\$140.00
XT-35 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 35 Color					4	\$35.00	\$140.00
XT-45 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 45 Color					8	\$45.00	\$360.00
Freight							\$3,100.00
<b>TOTAL PRICE</b>							<b>\$28,772.00</b>
<b>FITNESS MASTER</b>	yes		21 days				
T750 (or equivalent) Treadmill				TRUE		\$6,199.00	\$18,597.00
A750 (or equivalent) Arcnet Trainer				OCTANE		\$6,999.00	\$27,996.00
G2-8880 (or equivalent) 8-Track Multi-Station				HORSE		\$8,794.00	\$7,044.00
M2-P-63 (or equivalent) Matrix M2 Smith Machine				TRUE		\$1,884.00	\$1,818.00
XT-0-28 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 0.28 Color				TROY		\$3.43	\$6.86
XT-06 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 06 Color				TROY		\$8.65	\$69.20
XT-10 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 10 Color				TROY		\$15.72	\$125.76
XT-25 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 25 Color				TROY		\$34.38	\$137.52
XT-35 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 35 Color				TROY		\$47.95	\$191.80
XT-45 RUBBER-Plate (or equivalent) XUL.T Rubber Plate 45 Color				TROY		\$81.20	\$649.60
Freight							\$3,315.95
<b>TOTAL PRICE</b>							<b>\$24,098.95</b>

Recommendation: Award the bid to **MATRIX FITNESS**

*Tom Kuhn* 5/15/18  
Tom Kuhn  
Director of Parks and Recreation

*William Goffe* 5/16/18  
William Goffe  
Purchasing Manager

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 for Extension No. 1 of Bid No. 026-17, the Installation of Seasonal Supplemental LED Lighting with Winterland, Inc. for an additional one year, as per the terms and conditions of the original contract with a total annual cost not to exceed \$147,800.00.

Adopted on this 9th day of July, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

*MW*

Issuing Date: 7/2/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Contract Extension #1 Bid 026-17 Installation of Seasonal LED Lighting

Project Location: Downtown Fairhope

Presented to City Council: 7/9/2018 Resolution # :  
Approved \_\_\_\_\_

Funding Request Sponsor: Richard Peterson, Director of Operations  
Jeremy Morgan, Electric Department Changed \_\_\_\_\_

Project Cash Requirement Requested:  
Cost: \$147,800.00 (Not to exceed - same services & costs as 2017)  
Rejected \_\_\_\_\_

Vendor: Winterland Inc.

Project Engineer: n/a

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

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<u>Department of General Fund Providing the Funding</u>							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34 Econ & Comm Dev-24 XXX	Street-35	Sanitation-40

Project will be:

Expensed <u>XXX</u>	Funding Source:
Capitalized _____	Operating Expenses <u>XXX</u>
Inventoried _____	Budgeted Capital _____
	Unfunded _____

Expense Code: 001240-50490

G/L Acct Name: Community Events

Project Budgeted: \$147,800.00

Over (Under) budget amount: \$0.00

Comments: This will be an FY 2019 expense and as such, will be included in FY 2019 Budget

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

Federal - not to exceed amount  
State  
City

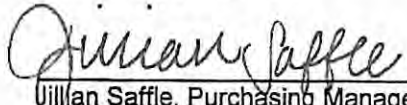
City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>7/2/18</u>	Delivered To Date: <u>7/2/18</u>	Delivered To Date: <u>7/2/18</u>
Request Approved Date: <u>7/2/18</u>	Approved Date: <u>7/2/18</u>	Approved Date: <u>7/3/18</u>
Signatures: <u>Michael V. Hinson</u> Michael V. Hinson CPA	<u>Jill Cabiniss</u> Jill Cabiniss, MBA	<u>Karin Wilson</u> Mayor Karin Wilson



## MEMO

To: Mike Hinson, Treasurer

From:   
Jillian Saffle, Purchasing Manager

Karin Wilson  
Mayor

Date: July 2, 2018

Re: Request City Council to approve first extension of Bid No. 026-17  
Installation of Seasonal Supplemental LED Lighting – Re-bid

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Jay Robinson

The Contract for the subject bid was executed on September 15, 2017 and awarded to Winterland Inc. The contract will terminate on September 15, 2018. The Director of Operations requests that the City exercise the option of extending the bid one additional year to September 15, 2019.

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

Lisa A. Hanks, MMC  
City Clerk

**Please place on the next City Council agenda this request to approve the first extension of the contract for Bid No. 026-17 Installation of Seasonal Supplemental LED Lighting – Re-bid, to Winterland, Inc. for a not to exceed price of \$147,800.00.**

Michael V. Hinson, CPA  
City Treasurer

Cc: file; R. Peterson; J. Morgan

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

**Jillian Saffle**

---

**From:** David Fred <dfred@winterlandinc.com>  
**Sent:** Friday, June 29, 2018 2:54 PM  
**To:** Jillian Saffle  
**Subject:** renew 2017 tree lighting

Hi Jillian

Winterland Inc would like to renew the 2017 contract to install & Remove LED Lights in trees. For the City of Fairhope , AL. For the same Services & Costs for 2018.

Cordially R David Fred / President

## Michael Hinson

---

**From:** Jillian Saffle  
**Sent:** Monday, July 2, 2018 2:26 PM  
**To:** Michael Hinson  
**Subject:** Request for Greensheet | Extension #1 LED Lighting Install Bid  
**Attachments:** Memo to Mike CC approve Ext. #1\_LED Lighting.pdf

Please compose a greensheet for the subject request. The Mayor has requested that this be placed on next week's agenda, but not sure if we can get the greensheet done in that time.

Thanks,

Jillian Saffle  
Purchasing Manager  
City of Fairhope  
251-990-0199  
[jillian.saffle@fairhopeal.gov](mailto:jillian.saffle@fairhopeal.gov)

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute Extension No. 2 of the Contract with Galls, LLC in Lexington, KY for the Police Department Uniforms 2016 (Bid Number 019-16) for an additional one year as per the terms and conditions of the original contract. The approximate annual cost will be \$13,000.00.

Adopted on this 9th day of July, 2018

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

Attest:

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

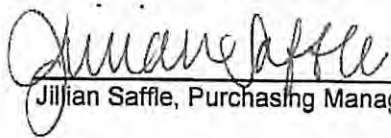






## MEMO

To: Michael Hinson, Treasurer

From:   
Jillian Saffle, Purchasing Manager

Date: June 28, 2018

Re: Requesting City Council award contract extension #2 of Bid No. 019-16  
Police Department Uniforms 2016

Karin Wilson  
Mayor

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

Extension #1 of contract Bid No. 019-16 Police Department Uniforms 2016 with Galls, LLC, of Lexington, KY was executed on July 19, 2017 and will terminate on July 19, 2018. The Police Department requests that the City exercise the option of extending the bid one additional year, to July 19, 2019.

The vendor has agreed to the extension, with all terms and conditions of the bid award, including pricing, remaining the same (see attached email). If approved, the second extension will be with the assigned vendor, Galls LLC, of Lexington, KY, for the contract unit prices awarded, for an estimated amount of approximately THIRTEEN THOUSAND DOLLARS (\$13,000.00) per year.

**Please compose a greensheet and place on the next available City Council this request to approve and authorize the Mayor to execute Extension No. 2 of Bid No. 019-16, Police Department Uniforms 2016 with Galls, LLC, of Lexington, KY.**

CC: file

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

## Jillian Saffle

---

**From:** Dee Dee Brandt on behalf of Dan Ames  
**Sent:** Thursday, April 12, 2018 12:10 PM  
**To:** Jillian Saffle; Dee Dee Brandt  
**Cc:** Randy Weaver  
**Subject:** FW: Fairhope Police Department Uniforms #019-16

FYI

**From:** Rose, Lindsay <Rose-Lindsay@galls.com>  
**Sent:** Wednesday, April 11, 2018 11:44 AM  
**To:** Dan Ames <dan.ames@COFairhope.com>  
**Subject:** Fairhope Police Department Uniforms #019-16

Good afternoon,

I am writing to confirm the renewal of the Fairhope Police Department Uniforms #019-16 contract. The renewal will begin on 7/20/18 and end on 7/20/2019. Please confirm this renewal by reply to this email or calling 800-876-4242 ext. 2101.

Thank you,

**Lindsay Rose | Contract Management Specialist**  
1340 Russell Cave Road | Lexington, KY 40505  
Phone: 800.876.4242 ext. 2101 | [Rose-Lindsay@galls.com](mailto:Rose-Lindsay@galls.com)



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

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

[1] That the City of approves the selection of Dell Consulting, LLC to perform Professional Engineering Services for Re-Roofing at Fairhope City Services and Utilities Building for the Facilities Maintenance Department (RFQ PS025-18); and hereby authorizes Mayor Karin Wilson to negotiate the fee schedule.

DULY ADOPTED THIS 9TH DAY OF JULY, 2018

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

Attest:

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



## MEMO

To: Michael Hinson, Treasurer  
From:   
Jillian Saffle, Purchasing Manager

Date: June 29, 2018

Re: RFQ No. PS025-18 Professional Engineering Services for Re-Roofing at Fairhope City Services and Utilities Building

Karin Wilson  
Mayor

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The Facilities Maintenance Manager, Lance Cabaniss, needs to hire a professional engineering firm for RFQ PS025-18 Professional Engineering Services for Re-Roofing at Fairhope City Services and Utilities Building.

Per our 'Procedure for Procuring Professional Services for Projects Under \$100K', Facilities Maintenance Manager, Lance Cabaniss, and I routed a short list of firms for the Mayor to choose to solicit. The Mayor has chosen to negotiate directly with Dell Consulting. A copy of the Mayor's choice can be found attached to this memo.

**Please place on the next available City Council Agenda this request to authorize the Mayor to negotiate a fee schedule with Dell Consulting.**

Cc: file; L. Cabaniss; R. Johnson

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



**MEMO**

To: Michael Hinson, Treasurer

From: *Jillian Saffle*  
Jillian Saffle, Purchasing Manager

Date: June 27, 2018

Re: RFQ No. PS025-18, Professional Engineering Services for Re-Roofing at Fairhope City Services and Utilities Building

Karin Wilson  
Mayor

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The Facilities Maintenance Manager, Lance Cabaniss, needs to hire a professional engineer to assist with developing bid specifications for re-roofing the Fairhope City Services and Utilities Building.

Per our Procedure for Procuring Professional Services Under \$100K, Facilities Maintenance Manager, Lance Cabaniss and I are routing this short list to you, to the Mayor, to choose an engineering firm for the above referenced RFQ.

Dell Consulting is not included on the Purchasing Department's list of pre-qualified professional service providers; however, the Purchasing Manager will work with Dell Consulting to get applicable documentation and have them added to the Pre-Qualified list.

The short list is:

[Mayor, please initial and date your selection(s)]

    *rw*         6/28/18     Dell Consulting  
Contact: Andy Maurin  
251-316-0015

                         /    /     None. Submit another list

Cc: file; L. Cabaniss; R. Johnson

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

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

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

[1] That the City of Fairhope did request and receive quotes for Ten (10) Marine Pedestals for Fairhope Docks at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama; and only one quote was received from HyPower, a division of HydroHoist Marine Group, Inc., who is the sole source manufacture for this type of pedestal.

[2] After evaluating the quote, the City of Fairhope approves the procurement Ten (10) Marine Pedestals for Fairhope Docks from HyPower with a total cost of \$9,104.00; and recommends budget amendment for same.

Adopted on this 9th day of July, 2018

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

Attest:

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

JUL 3 18 PM 1:11

# City of Fairhope Project Funding Request

*ZAH*

Issuing Date: 6/28/2018

Please return this Routing Sheet to Treasurer by: ASAP

**Project Name:** Marine Pedestals (10) for Fairhope Docks

**Project Location:** Fairhope Docks

**Presented to City Council:** 7/9/2018

**Funding Request Sponsor:** Drew Craze, Fairhope Docks Manager  
Lynn Maser, Special Projects

**Project Cash Requirement Requested:**  
**Cost:** \$9,104.00

**Vendor:** Hypower; Claremore, OK

**Project Engineer:** n/a

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

**Resolution #:**  
Approved \_\_\_\_\_  
Changed \_\_\_\_\_  
Rejected \_\_\_\_\_

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<b>Department of General Fund Providing the Funding</b>							
Admin-10	Police-15 Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34 XXX	Street-35	Sanitation-40

**Project will be:**

Expensed _____ Capitalized <u>XXX</u> Inventoried _____	<b>Funding Source:</b> Operating Expenses _____ Budgeted Capital _____ Unfunded <u>XXX</u>
---	---

**Expense Code:** 001340-50470      **Grant:** \_\_\_\_\_      **Federal - not to exceed amount**  
**G/L Acct Name:** Purchases Vehicles & Equipment      \_\_\_\_\_      **State**  
 \_\_\_\_\_      \_\_\_\_\_      **City**

**Project Budgeted:** \$0.00

**Over (Under) budget amount:** \$9,104.00

**Bond:** \_\_\_\_\_      **Title** \_\_\_\_\_ **Year** \_\_\_\_\_  
**Loan:** \_\_\_\_\_      **Title** \_\_\_\_\_ **Year** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Comments:** Recommend Budget Amendment for \$9,104 for G/L A/N 001340-50470.

**Capital Lease:** \_\_\_\_\_      **Payment** \_\_\_\_\_ **Term** \_\_\_\_\_

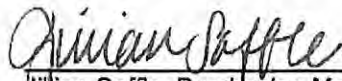
**City Council Prior Approval/Date?** No

<b>City Treasurer</b>	<b>Finance Director</b>	<b>Mayor</b>
Purchasing Memo Date: <u>6/28/18</u>	Delivered To Date: <u>6/29/18</u>	Delivered To Date: <u>7/2/18</u>
Request Approved Date: <u>6/28/18</u>	Approved Date: <u>7/2/18</u>	Approved Date: <u>7/3/18</u>
Signatures: <u>Michael V. Hinson CPA</u>	<u>Jill Cabiniss, MBA</u>	<u>Mayor Karin Wilson</u>



## MEMO

To: Michael Hinson, Treasurer

From:   
Jillian Saffle, Purchasing Manager

Date: June 27, 2018

Re: Request City Council to approve purchase of Marine Pedestals for the Fairhope Docks

Karin Wilson  
Mayor

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The Marina Manager is requesting to purchase ten (10) marine pedestals for the Fairhope Docks. The Marina Manager has solicited three vendors per the City's Policies and Procedures for procuring material under \$15,000; however, a response was only received from one vendor, Hypower. Hypower has also provided a sole source letter for their pedestals.

Hypower has quoted each pedestal at a price of \$910.40, for a total price of **NINE THOUSAND ONE HUNDRED FOUR DOLLARS (9,104.00)** (see attached quote).

**Please place on the next available City Council Agenda this request to approve the purchase of ten (10) marine pedestals from Hypower in the amount of \$9,104.00**

Cc: file; D. Craze; L. Maser

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



## Jillian Saffle

---

**From:** Randy Weaver  
**Sent:** Wednesday, June 27, 2018 10:52 AM  
**To:** Jillian Saffle  
**Subject:** FW: Marine Pedestals

**From:** Lynn Donnelly Maser  
**Sent:** Wednesday, June 27, 2018 10:43 AM  
**To:** Drew Craze <drew.craze@fairhopeal.gov>; Tom Kuhl <tom.kuhl@cofairhope.com>; Jack Burrell <jack.burrell@cofairhope.com>; Kevin Boone <kevin.boone@cofairhope.com>; Mayor Karin Wilson <karin.wilson@fairhopeal.gov>  
**Cc:** Randy Weaver <randy.weaver@cofairhope.com>  
**Subject:** Marine Pedestals

I have researched these items and Randy has gotten an informal quote from Hypower together with a sole source letter. He has the specs they presented with their quote. The current informal estimate is \$910 including shipping for one. The unit can be seen at [powerpedestal.com](http://powerpedestal.com).

I spoke with Jeannie Paradise at Fly Creek Marina and she advised we stay away from Eaton. I did email them and asked if any of their pedestals were movable. I didn't get a response which I will take as a "no."

I also contacted Marina Electrical Equipment which Jeannie uses. I asked the same question. Again, no response, so, again, I will assume that is a "no."

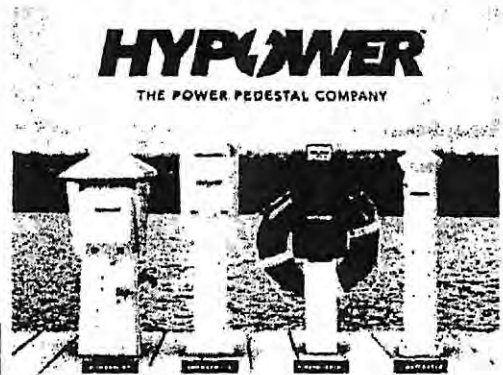
Unless someone objects, I will, via this email, ask Randy and Drew to get together to confirm configuration for these pedestals and then get an actual quote to take to council for approval. Drew indicated that he wanted to order 10 – five for the transient docks and 5 for the covered slips. We may be eligible for a discount. This will assure quality service to our top paying slip holders and advertise to our transients the direction and sophistication we are taking our marina. Word spreads fast in the boating world so this will help perception if we can do this now.

Thanks for your help, Randy, for handling this.

*Lynn Donnelly Maser  
City of Fairhope  
Special Projects Manager  
251-929-7432*

## Quote Proposal

**DATE** 6/6/2018  
**PROJECT** State of Alabama  
**PREPARED FOR** Randy Weaver  
 251-990-0119  
[randy.weaver@fairhopeal.gov](mailto:randy.weaver@fairhopeal.gov)



**COMMENTS** Quote# 321

Line	Unit / Part	Options	Description / Selected Options	Qty.	Unit Price (ea.)	Your Price (ea.)	Total Investment
1	PowerPort	Base Panels:	Marine PowerSnap® Weather Base*	1	\$ 1,038.00	\$ 830.40	\$ 830.40
		Side "B"	30A 125V • 50A 125/250V				
		Choices	(2) Water Spigots & Hose Hanger				
		Lid/Top	White / Blue / Green (Choose one)				
		Lens	Clear / Amber / Blue (Choose one)				
<b>Investment Sub-Total</b>							<b>\$ 830.40</b>
Sales taxes if applicable will be added for your location at time of processing your sales order - this is an estimate only an may be adjusted upon invoicing							\$ -
* Shipping/Handling estimate (FOB Claremore OK) to ZIP							\$ 80.00
<b>TOTAL</b>							<b>\$ 910.40</b>

For your convenience, we accept Credit Card, Check and Bank Wire Transfer • US Dollars • Does not include tariffs, duties, storage fees or other charges unless noted separately

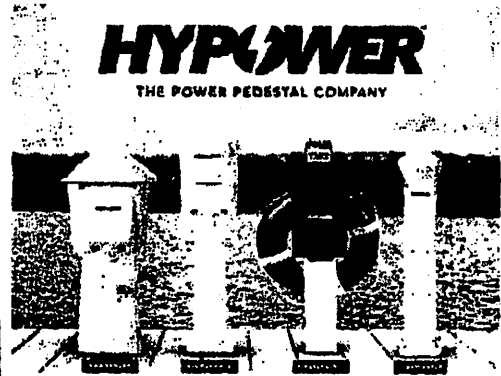
**\*PRICING VALID FOR THIRTY (30) DAYS FROM DATE OF QUOTE\***

This quotation is based on our interpretation of plans and/or specifications provided and does not take any applicable electrical or construction codes into account. Verify with your general contractor and/or engineer all local and other applicable electrical and constructions codes prior to order. It includes only what is listed and is subject to correction of errors. Changes in quantities, specifications or materials may require revisions in this proposal including pricing.

Initial: \_\_\_\_\_

## Quote Proposal

**DATE** 6/8/2018  
**PROJECT** State of Alabama  
**PREPARED FOR** Randy Weaver  
251-990-0119  
randy.weaver@fairhopeal.gov



**COMMENTS** Quote# 321

### LINE NOTES:

- PowerPorts include a 9W photocell activated LED light
- 20A GFCI Duplex Receptacle - Not for Shore Power
- PowerSnap® Weather Base Includes 350 MCM Lug Set
- Water option includes 3/4" faucet and backflow preventer with hose hanger - requires on-site installation recommended by your licensed plumber to local code (available on PowerPorts, EnergyMate Stands and Included on WaterCenters)

**PLEASE VERIFY YOUR WATER SUPPLY ACCESS - WE CAN SUPPLY 1/2" IF REQUIRED**

### OPTIONS:

- Electrical Metering (limit 4 per PowerPort/2 per EnergyMate - (1) Meter (2) CT's and (1) Counter per side - (this does not include 100A 3-phase metering) 160.00 per side
- 20A GFCI Duplex Receptacle (Not for Shore Power) 44.00 ea. per panel
- ADDER - 30A 1-pole and 50A 2-P GFEP Breaker replaces standard breaker - 30ma trip required under amended 2107 NEC code as approved (GFEP Breakers are not people protection breakers) 474.41 per pedestal
- ADDER - 30A 1-pole and 50A 2-P GFCI Breaker replaces standard breaker - ±5ma trip breaker exceeding amended 2107 NEC code (GFCI Breakers are people protection breakers, more sensitive than standard or GFEP breakers) 221.25 per pedestal
- CHANGE OUT PowerSnap "Hurricane" Weather Base to Ring Connect Fixed Base - this option does not include 350MCM Lug Sets (124.00) per unit
- Removal of LED lighting and photocell - PowerPort will still have lens as a part of body assembly (27.80) per unit

Items Not Included: 20A GFCI Duplex Receptacle, GFEP/GFCI Breakers, Lug Set, Meter, CATV, Internet

PowerPort Voltage/Power Feed: 120/240V (1PH) or 120/208V (3PH)\* **CIRCLE YOUR NEED (if nothing selected units will be 1PH mfg.)**

**\*PowerPort(s) are quoted as 1-Phase unless noted above - If PowerPort(s) quoted are ring connect base a 350MCM Lug Set will be needed for 3-Phase wiring and added to each unit at your cost - PowerSnap Weather Base(s) includes the 350MCM Lug Set at no additional cost** 43.20 per unit

915 West Blue Starr Drive • Claremore, OK 74017 USA • Phone: 1.800.825.3379 / 918.341.6811 • Fax: 918.341.1178  
Email: sales@powerpedestal.com • www.powerpedestal.com

Initial: \_\_\_\_\_



[www.powerpedestal.com](http://www.powerpedestal.com)

THE POWER PEDESTAL COMPANY

10/5/2017

To whom it may concern,

HyPower, a division of HydroHoist Marine Group Inc., is the sole source manufacturer for patented and proprietary products including finished pedestals like the PowerPort and EnergyMate, part dealing with the molded cases, PowerSnap panels, fittings and other vendor specific parts that are solely manufactured by HyPower.

This does not include standard electrical and other parts like screws, wire, wire fittings and receptacles and breakers that may be purchased from others as replacement parts.

If you have any questions please feel free to contact me.

Eric Farley  
Director of HyPower Sales  
918.341.6811 • [efarley@powerpedestal.com](mailto:efarley@powerpedestal.com)

# HYPOWER

THE POWER PEDESTAL COMPANY

Unrivaled versatility in a power pedestal.



## PowerPort®

HyPower's design and engineering have always been about ease of use for our customers. PowerPort® is the culmination of that philosophy.

It stands out over other traditional power pedestals with four functional built-in sides for added flexibility and convenience. PowerPort's wired, modular design features the PowerSnap® panel and 400 ampere capacity are certain to keep you ahead of your ever-changing electrical needs.



### The Value Choice vs. Traditional Pedestals

#### FLEXIBILITY

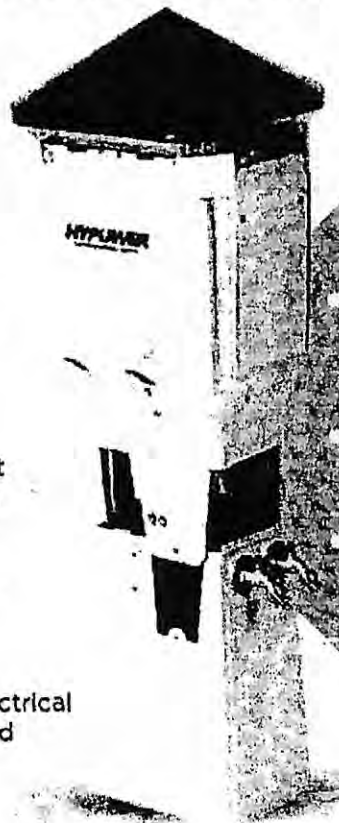
Receptacles and Breakers are on a quick service panel that snaps in and out making it easier to upgrade and service.

#### DURABILITY

Built to handle tough environments for a longer life with fewer repairs.

#### DESIGN

Safer and easier to use on-site, most electrical parts are standard and can be resupplied locally to reduce cost of ownership.



#### PowerSnap® Hurricane Weather Base

The optional PowerSnap® Hurricane Weather Base allows you to lift off and remove the head for safe storage to protect your investment.

PowerSnap® panels can be removed for winterization, during hurricanes and other severe weather.

Quickly get back after inclement weather.

The head snaps out for safe storage during severe weather.

THE HYPOWER ADVANTAGE

[powerpedestal.com](http://powerpedestal.com)

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

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

That the City of Fairhope has voted to purchase a Camera System for the Police Department and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(a)(15). The cost will be \$20,543.98.

Adopted on this 9th day of July, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

COF Project No. \_\_\_\_\_

1379

JUL 3 '18 PM 1:11

*JAW*

Issuing Date: 6/28/2018

Please return this Routing Sheet to Treasurer by: ASAP

**Project Name:** Camera System for Police Dept

**Project Location:** Police Dept

**Presented to City Council:** 7/9/2018

**Funding Request Sponsor:** Jeff Montgomery, IT Director

**Project Cash Requirement Requested:**  
**Cost:** \$20,543.98 (Bid not required per State Law; security systems & safety of persons)  
**Vendor:** Security 101

**Project Engineer:** n/a

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

**Resolution #:**  
 Approved \_\_\_\_\_  
 Changed \_\_\_\_\_  
 Rejected \_\_\_\_\_

Department Funding This Project							
General XXX	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
<b>Department of General Fund Providing the Funding</b>							
Admin-10	Police-15 XXX Golf-50	Fire-20 Golf Grounds-55	Rec-25	Adult Rec-30 Debt Service-85	Marina-34	Street-35	Sanitation-40

**Project will be:**

Expensed _____ Capitalized <u>XXX</u> Inventoried _____	<b>Funding Source:</b> Operating Expenses _____ Budgeted Capital <u>XXX</u> Unfunded _____
---	---

**Expense Code:** 001150-50470      **Grant:** \_\_\_\_\_      **Federal - not to exceed amount**  
**G/L Acct Name:** Purchases Vehicles & Equipment      \_\_\_\_\_      **State**  
 \_\_\_\_\_      \_\_\_\_\_      **City**  
**Project Budgeted:** \$28,000.00

**Over (Under) budget amount:** (\$7,456.02)

**Bond:** \_\_\_\_\_      **Title** \_\_\_\_\_      **Year** \_\_\_\_\_  
**Loan:** \_\_\_\_\_      **Title** \_\_\_\_\_      **Year** \_\_\_\_\_  
 \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_  
 \_\_\_\_\_      \_\_\_\_\_      \_\_\_\_\_

**Comments:** Current system is in failing condition. Remaining budget balance will be used for additional related equipment over the next 3 months.

**Capital Lease:** \_\_\_\_\_      **Payment** \_\_\_\_\_      **Term** \_\_\_\_\_

City Council Prior Approval/Date? No

<b>City Treasurer</b> Purchasing Memo Date: <u>6/28/18</u> Request Approved Date: <u>6/29/18</u> Signatures: <u>Michael V. Hinson CPA</u> Michael V. Hinson CPA	<b>Finance Director</b> Delivered To Date: <u>6/29/18</u> Approved Date: <u>6/29/18</u> Signatures: <u>Jill Cabimiss, MBA</u> Jill Cabimiss, MBA	<b>Mayor</b> Delivered To Date: <u>7/2/18</u> Approved Date: <u>7/3/18</u> Signatures: <u>Mayor Kari Wilson</u> Mayor Kari Wilson
---	--	---



# MEMO

To: Mike Hinson, Treasurer  
From:   
Jillian Saffle, Purchasing Manager  
Date: June 15, 2018  
Re: Requesting City Council approval to purchase Camera System for Police Department

Karin Wilson  
Mayor

Council Members  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACMO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The IT Department needs to procure a camera system for the Police Department. The IT Department has received a quote from Security 101 in the amount of **TWENTY THOUSAND FIVE HUNDRED FORTY-THREE DOLLARS AND NINETY-EIGHT CENTS (\$20,543.98)** (see attached quote).

This procurement has a direct impact upon our security system, and the safety of our persons and infrastructure and therefore not have to be let out for bid per Code of Alabama 1975 Section 41-16-51(a)(15):

***Contracts for which competitive bidding not required.***

*(a) Competitive bids shall not be required for utility services, the rates for which are fixed by law, regulation, or ordinance, and the competitive bidding requirements of this article shall not apply to:*

*(15) Contractual services and purchases of products related to, or having an impact upon, security plans, procedures, assessments, measures, or systems, or the security or safety of persons, structures, facilities, or infrastructures.*

Cost for this equipment will be incurred against 001150 50470 Line 15 – IT Cradlepoint COR IBR 1100, which is budgeted at \$28,000. The balance left in this account after the purchase of the camera systems will be enough to procure the Cradlepoints without incurring any overruns.

**Please compose a greensheet for City Council to approve the procurement of camera systems needed for the police department in the amount of \$20,543.98.**

Cc: file; J. Montgomery

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



## Jillian Saffle

---

**From:** Jeff Montgomery  
**Sent:** Tuesday, June 12, 2018 8:59 AM  
**To:** Jillian Saffle  
**Subject:** FW: updated quote  
**Attachments:** COF 80TB server, has 5 empty bays.pdf

Jillian,

I am asking the attached to go to council for approval. The Camera system that the City uses (primarily the Police and Jail) to Record Video from Security Cameras and Control Door access is starting to give us major issues. I am requesting that we repurpose 001150 50470 Line 15 – IT Cradlepoint COR IBR 1100 for \$28000 on the budget. The remainder from the quote and this budget amount will be enough to purchase the Cradlepoints the Police will need for their new vehicles.

Thank you,

Jeff Montgomery  
City of Fairhope  
Director of Information Technology

**From:** John Gibson <jgibson@security101.com>  
**Sent:** Monday, June 11, 2018 6:24 PM  
**To:** Jeff Montgomery <jeff.montgomery@fairhopeal.gov>  
**Cc:** Victoria Redmond <vredmond@security101.com>  
**Subject:** updated quote

John C. Gibson  
Security 101  
Alabama, Georgia, Mississippi, and Louisiana  
251-295-2760  
[www.security101.com](http://www.security101.com)

 **Security101**

# City of Fairhope

Project Location  
**City of Fairhope**  
555 S. Section Street  
P.O. Box 429  
Fairhope, AL 36532

## **Genetec Streamvault 80TB Server**

Proposal No: 94589.1  
June 11, 2018

Prepared For  
**Mr. Jeff Montgomery**  
Director of IT



PO Box 6487  
Mobile, AL 36660  
AL - Alarm: 1090, LA - Alarm: F175

The data contained in all pages of this proposal has been submitted in confidence and contains trade secrets and/or privileged or confidential commercial or financial information. Such data shall be used or disclosed only for evaluation purposes, provided that if a contract is awarded to this proposer as a result of or in connection with the submission of this proposal, the Customer shall have the right to use or disclose the data herein to the extent provided in the contract. This restriction does not limit the customer's right to use or disclose data obtained without restriction from any source, including the proposer.



Security 101 - Mobile  
PO Box 6487  
Phone: 251-471-4323  
Fax: 251-471-9711  
Website: [www.Security101.com](http://www.Security101.com)

June 11, 2018

Mr. Jeff Montgomery  
City of Fairhope  
555 S. Section Street  
P.O. Box 429  
Fairhope, AL 36532

Re: Video System Proposal

Dear Mr. Montgomery:

196TB of Raw Storage Server, Streamvault design by Genetec with HP parts, specially designed for exceeding the 300MBS of throughput limits that other servers have with Genetec Software. Server is capable of up to 1200MBS if on a 10G network. Servers have dual port 10G SPF and NICs included in design. Server does have to be programmed correctly by Security 101 to exceed the 300MBS of throughput.

1 year warranty on parts and labor by Security 101, 5 year, next business day on site warranty from Genetec is also included in price. Customer can call Security 101 for the 5 year warranty time frame and Security 101 will set up the service call for customer.

John Gibson  
Owner

[jgibson@security101.com](mailto:jgibson@security101.com)  
Phone: 251-295-2760



## Scope of Work

Proposal 94589.1 Genetec Streamvault 80TB Server

### Video System

#### Head Ends

##### Head End #1: Server Rack

Other

(1) Special Part: SV-2000X-R15-96T-8-220; 80 Raw TB provided by Genetec

Notes

Streamvault 2000X series, 2U 15 BAY, (2)x E5-2620V4, 32GB RAM, OS RAID1 (2)x120GB SSD, 80TB RAW, RAID5, (4)x1GbE Ports, (2)x10GbESFP+ Ports, WIN SRV 2016. Dual PS.S. This will just be a archiver server for the video storage. Server will be configured at install by Security 101 for 800MBS of throughput.



# Financial Summary

Proposal 94589.1 Genetec Streamvault 80TB Server

**BILLING ADDRESS**  
City of Fairhope  
555 S. Section Street  
P.O. Box 429  
Fairhope, AL 36532

**PROJECT LOCATION**  
City of Fairhope  
555 S. Section Street  
P.O. Box 429  
Fairhope, AL 36532

### Grand Totals:

Description	Net Price
Installation Labor	687.35
Equipment	19,100.88
Materials	11.75
Warranty	599.00
Shipping	145.00
Total Investment	20,543.98



# Terms and Conditions

Proposal 94009.1 Genetec Streamvault 80TB Server

## Limited Warranty; Exclusions and Disclaimers

1. To the extent not otherwise warranted pursuant to an applicable manufacturer's warranty, Security 101 warrants all Equipment and Installation labor rendered as part of the Work against defects in materials and labor for a period of twelve (12) months (the "Warranty Period") from the date of substantial completion of the installation; provided, however, no warranty is made as to, and there is specifically excluded from the warranty, any and all expendable supplies, equipment and parts, or any portions of the Work which have been misused, abused, not used in the manner intended, neglected, or damaged by an act of God or altered, modified, or manipulated in any manner by Customer or a third party. If the preponderance of the agreement is paid to Security 101, its understood that it can and will take the place of any release of obligation for Security 101. Any defect in the installation during the Warranty Period will be repaired or replaced at the option of Security 101. Any shipping charges in connection with a repair or replacement shall be the responsibility of Customer. The repair or replacement shall constitute Customer's sole remedy against Security 101.
2. Security 101 MAKES NO OTHER OR FURTHER WARRANTY WITH RESPECT TO INSTALLATION LABOR, MATERIALS AND EQUIPMENT OR ANY OTHER PORTION OF THE WORK OTHER THAN THE FOREGOING WARRANTY AND SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
3. IN NO EVENT SHALL Security 101 BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY OR ANY OTHER CAUSE AS A RESULT OF A DEFECT IN LABOR, EQUIPMENT OR OTHER SUPPLIES OR MATERIALS WITH RESPECT TO ANY ITEM FURNISHED UNDER THE AGREEMENT, MALFUNCTION OR NONFUNCTION OF ANY SYSTEM, WRONGFUL PERFORMANCE OF OR FAILURE TO PERFORM ANY ACTS INCLUDED IN THE WORK, TRANSPORTATION DELAYS OR BREACH OF WARRANTY.
4. Customer acknowledges that no warranty, representation, or statement by any representative of Security 101 not stated herein shall be binding. This writing, and the document or documents attached hereto or of which this writing is a part, if any, constitutes the final expression of the parties' agreement and is a complete and exclusive statement of the terms of the Agreement.

## Limitation of Liability

5. The parties understand and agree that: (a) the Work is intended to constitute or be part of a security system designed to reduce risk of loss for the Customer; (b) Customer has selected, accepted and approved the Scope of Work after considering and balancing the levels of protection afforded by various types of systems and services available to it and the related costs of them; (c) neither Security 101 nor any person engaged by Security 101 to perform any portion of the Work shall be construed to be an insurer of the person or property of Customer, its employees, agents, contractors, assigns, customers, invitees or any other person at the location(s) where the work is performed (the "Location(s)"); (d) the Price and Payment Terms are based solely on the cost and value of Security 101 providing the Work and are unrelated to the value of property of Customer or others located at the Location(s); (e) the Price and Payment Terms do not contemplate any payment being made or consideration being given to Security 101 for any guarantee, warranty or insuring agreement by any one or more of them to Customer with respect to the person or property of anyone; (f) Security 101 MAKES NO GUARANTEE OR WARRANTY OF ANY KIND THAT THE WORK (INCLUDING ANY MATERIALS AND EQUIPMENT SUPPLIED AS PART OF THE WORK) WILL AVERT OR PREVENT OCCURRENCES OR CONSEQUENCES THEREFROM WHICH THE WORK IS DESIGNED TO DETECT OR AVERT.
6. Notwithstanding the foregoing provisions of this Section or for whatever reason, Security 101 should be found liable for personal injury or property loss or damage caused by a failure to perform by Security 101 or the failure of any materials or equipment in any respect whatsoever or a court of proper jurisdiction determines the limitations on warranties are inapplicable, Customer agrees that the aggregate liability of Security 101 under or with respect to the Agreement, the Work to be performed under, and any warranty provided pursuant to, the Agreement, shall be limited to a sum equal to the lesser of (i) one-tenth (1/10) of the total Price to be paid by Customer under the Agreement, (ii) if the Price is to be paid in monthly payments or installments (other than progress payments), an amount equal to six (6) monthly payments, or (iii) Five Hundred Dollars (\$500.00), and this liability shall be exclusive, and that the provisions of this subsection shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the Work, from breach of warranty, or from negligence, active or otherwise of Security 101.

## Indemnification

7. When Customer ordinarily has the property of others in its custody, or the Work extends to the protection of the person or property of others, Customer shall indemnify, save, defend and hold harmless Security 101 from and against all claims brought by parties other than the parties to the Agreement. If the preponderance of the agreement is paid to Security 101, its understood that it can and will take the place of any release of obligation or lack thereof for Security 101. This provision shall apply to all claims regardless of cause, including the performance or failure to perform by Security 101, and including without limitation, defects in products or system design, installation, repair service, monitoring, operation or non-operation of materials or equipment, whether based upon negligence, active or passive, express or implied contract or warranty, contribution or indemnification or strict or product liability; provided, however, Customer shall have no duty to indemnify in the case of gross negligence or willful misconduct by Security 101, its employees, agents or assigns. Customer agrees to indemnify Security 101 against, and to defend and hold Security 101 harmless from any action for subrogation which may be brought against Security 101 by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and reasonable attorney's fees.

## Design Development, Programming, Drawings, Ownership, and Software License(s)

8. Design Development. Customer and Security 101 have together developed or will develop the design and specifications for the Work. When Customer has accepted or approved the design and specifications, the sole and final responsibility for the design and specifications shall be Customer's. Security 101 shall have no liability to Customer for any loss or damage claimed against or incurred by Customer or any employee, agent or licensee of Customer because of any defect or alleged defect in the design or specifications or the failure of the equipment or the Work to perform as desired or anticipated by Customer.
9. Programming. Security system programming is an essential element of the systems operation and performance. Customer acknowledges and agrees that security system programming is an ever-changing process, and in significant part subject to required by the design and specifications of the Work, Security 101 shall:



## Terms and Conditions (cont)

Proposal 94589.1 Genetec Streamvault 80TB Server

- (i) Load a configuration program that will allow Customer's security system to perform basic access control operation, door timers, lock timers, and basic alarm functions; and
  - (ii) Provide a total number of hours of personnel training regarding Customer's security system as specified in the Agreement; if a number of hours is not specified, the total number of hours of training shall not exceed fifteen (15). Personnel training may include training of operators, administrators, or other personnel designated by Customer. Training subjects shall be dictated by Work specifications but may include password configuration, door identification, timers, alarms and reports. Additional training, programming or related consulting services provided by Security 101 at Customer's request shall be provided at an above contract cost.
10. Drawings:
- (i) To the extent required by the design and specifications of the Work, Security 101 shall provide reasonable descriptions of the functional operation of the system(s) being provided by the Work by furnishing riser diagram drawings.
  - (ii) Security 101 may provide, at Customer's request and at an above contract cost, detail drawings utilizing industry standard electronic floor plans.
11. Ownership. Prior to completion of the Work, any drawings, specifications and equipment lists developed in connection with the design for the Work shall remain the property of Security 101 whether the Work for which they were made is executed or not. Drawings, specifications and equipment lists shall be returned to Security 101 on demand at any time prior to substantial completion of the Work. Prior to substantial completion of the Work, any drawings, specifications and equipment lists: (a) shall be considered confidential information and trade secrets of Security 101 unless they constitute information which is exempted or excluded by law from confidential and trade secret status; (b) shall not be used by Customer on other projects or extensions of a project included within the Work, or to obtain other bids, except by agreement in writing and with appropriate compensation to Security 101; and (c) are not to be reproduced in whole or in part without prior written consent of Security 101. Upon substantial completion of the Work and final payment in full by Customer, ownership of drawings, specifications and equipment lists shall become Customer's.
12. Software License(s). Software required to operate systems are governed by the License Agreement provided by the system manufacturer(s).
13. An administration increase of 3% will be applied for all credit card transactions.

### Video System

- 14. A dedicated circuit is recommended for the CCTV system, but not included.
- 15. Current and future lighting requirements are the responsibility of others.
- 16. Appropriate furniture or shelving for CCTV recording equipment is not included, unless specifically identified in the scope of work and/or the equipment list.

### Additional Terms and Conditions

#### Installation

- 17. An administration increase of 3% will be applied for all credit card transactions.
- 18. All required installation documents are included.
- 19. Installation of all required equipment and materials with on-site supervision of project is included.
- 20. Labor quoted assumes normal eight (8) hour working days, excluding weekends, holidays and overtime.
- 21. Idle time incurred by Security 101 employees and their subcontractors due to escorts, clearances, inability to enter workspace, and other factors beyond our control, will be invoiced at our current labor rates.
- 22. This proposal includes travel to and from the site to perform our stated scope of work. Additional or duplicate site visits required due to factors beyond our control, will be invoiced at our current labor rates.
- 23. Client to coordinate with local Security 101 staff to provide safe and timely right-of-passage in the work area during cable run and system installation.
- 24. Client to provide and coordinate 110 VAC electrical service where needed.
- 25. All LAN/WAN connections, addressing and network functionality are the responsibility of the Client.
- 26. Any telephone lines or LAN/WAN connections must be installed and operational prior to Security 101 commencing work. The local Security 101 representative will verify the availability and functionality of all connections prior to starting work.

#### Changes in Scope of Work

- 27. Any changes in the understood scope of work will be communicated and approved in writing (by an authorized Client representative), prior to commencing work.

#### Permits/Bonding/Sealed Engineered Drawings

- 28. Permits, bonds, and other requirements by any government agency are not included.

#### Miscellaneous

- 29. The bold headings and numbered paragraphs are for convenience only, have no legal significance, and shall not be deemed to alter or effect any provision of this Agreement.
- 30. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, Insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 31. Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of



## Terms and Conditions (cont)

Proposal 94589.1 Genetec Streamvault 80TB Server

money due and payable hereunder) to the extent said failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or negligence, including, without limitation, failure of suppliers, subcontractors, and carriers, or party to substantially meet its performance obligations under this Agreement, provided that, as a condition to the claim of nonliability, the party experiencing the difficulty shall give the other prompt written notice, with full details following the occurrence of the cause relied upon. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

32. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.





# Acceptance

Proposal 94589.1 Genetec Streamvault 80TB Server

For the amount of **20,543.98** (tax not included)  
This proposal dated June 11, 2018 is valid until August 11, 2018

The person or persons below represent that they are authorized to sign and execute this binding agreement. This acceptance indicates understanding of the complete proposal, including clarifications, design, programming, drawings, ownership and software licenses and the Warranty Service Plan, if included as a part of this proposal. This system proposal is intended to provide the customer partial protection of the designated premises. Its design should be understood to represent a compromise between the costs, understood scope of work and customer feedback. Accordingly, such a system may not provide ample protection from all possible threats, and Security 101 shall not be responsible in such an event.

### Payment Terms

50% upon Deposit  
50% upon Job Complete

Under no circumstances may the customer make payments directly to any subcontractor, material supplier, laborer or any other person performing work or furnishing material under the Agreement without the prior written consent of Security 101.

Security 101 may assign this Agreement to any other person, firm or corporation without notice to or approval by the customer and may subcontract any activities which may be performed under this Agreement, either voluntarily or by operation of law, without the consent of the customer.

### Licenses

AL - Alarm: 1090, LA - Alarm: F175

City of Fairhope

Security 101 - Mobile

\_\_\_\_\_  
Authorized Customer Signature (date) Authorized Security 101 Signature (date)

\_\_\_\_\_  
Printed Name Printed Name

\_\_\_\_\_  
Title Title

\_\_\_\_\_  
Purchase Order 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 purchase a 2019 Ford F250 SuperCab 4x2 Pickup for the Gas Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T191A

2019 Ford F250 SuperCab                      **Cost is \$32,233.00**

Adopted on this 9th day of July, 2018

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

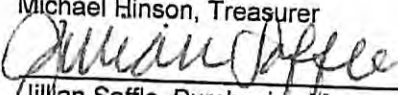
Attest:


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





## MEMO

To: Michael Hinson, Treasurer  
From:   
Jillian Saffle, Purchasing Manager

Date: ~~April 23~~ June 27, 2018 

Karin Wilson  
Mayor

Re: Greensheet and City Council approval for procuring one (1) F250 Truck for the Gas Department

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The Gas Department requests approval to procure one (1) 2019 F250 Pickup Truck, off the State of Alabama T191A Contract. Since the truck will be purchased off the state contract it does not need to be let out for bid.

The truck will be purchased through Stiver's Ford in the amount of **THIRTY-TWO THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS (\$32,233.00)** (see attached quote). This truck is currently budgeted at FIFTY-TWO THOUSAND DOLLARS (\$52,000).

**Please compose a greensheet and place on the next available City Council Agenda this request to approve this procurement of one (1) each, 2018 Ford F250 super cab 4x2 Pickup truck in the amount of \$32,233.00**

CC: file; T. Holman

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

334-613-5000  
334-613-5018 fax

**STIVERS FORD LINCOLN**  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

Last Updated: 6/27/2018  
Revision 19.0

**2019 FORD F250 SUPER CAB 4x2 PICKUP - MODEL X2A - FAIRHOPE - LWB**

**CONTRACT NUMBER:** MA999 16000000008 (T191A)      **LINE NUMBER:** 16      **CONTRACT AMOUNT:** \$22,956

**INCLUDES:** 6.2L V8 385 Horsepower FFV Engine, 6 Spd Auto, 4x2, 148" Wheelbase, 6 3/4' Box, Tilt/Telescopic Stg. Wheel  
4 Wheel Disc Brakes w/ ABS, Air Conditioning, Vinyl Flooring, AM/FM Radio, Vinyl 40/20/40 Seat  
AM/FM Radio, Air Bags-Front & Safety Canopy Side Curtain Airbags, Trailer Tow Package w/ 7 / 4 way Plug  
Manual Trailer Tow Mirrors w/ Spot Mirrors, 2 Powr Points, Advance Trac w/ Roll Stability Control,  
Trailer Sway Control, Hill Start Assist Control, Front Tow Hooks,  
2.5" Receiver, Trailer Tow Mirrors and Rear View Camera. 10,000 lbs. GVWR

**STATE CONTRACT PRICE (T191A)**

164	Wheelbase	\$	22,956
996	6.2L V8 385 Horsepower	\$	300
44S	6-Spd Automatic Transmission		Standard
X3E	3.73 Electronic Limited Slip Axle		
66D	Delete Pickup Box	\$	380
52B	TowCommand Integrated Trailer Brake Controller	\$	(450)
66S	Upfitter Switches ( 6 Toggle Switches )	\$	270
67D	200 Amp. Alternator (w/ Upfitter Switches Code 66S )	\$	165
18B	Cab Steps - Black Molded		NC
LED	4 Corner LED Strobe Lights ( WHITE / WHITE )	\$	445
Z1	Oxford White	\$	689
AS	40/20/40 Vinyl Seats - Medium Earth Gray ( XL )		NC
Read	Reading - 8' Service Body w/ Spacemaker Lids on top of compartments - Curb & Street Sides	\$	7,298

**DELIVERY - \$1.50 PER MILE ONE-WAY**

\$ 270

**Total Price ( each )**

**\$ 32,233**

**STATE CONTRACT TERMS:**

**PAYMENT DUE AT TIME OF DELIVERY**

**SIGNATURE: ( Required )**

\_\_\_\_\_

**DATE: ( Required )**

\_\_\_\_\_

**PURCHASE ORDER NUMBER: ( Required )**

**Quantity: ( Required )**

**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 2017 Ford F450 Extended Cab 4x4 Pickup for the Gas Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T191A

2017 Ford F250 SuperCab                      **Cost is \$43,500.00**

Adopted on this 9th day of July, 2018

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

Attest:

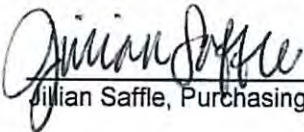
\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk





## MEMO

To: Michael Hinson, Treasurer

From:   
Jillian Saffle, Purchasing Manager

Date: June 21, 2018

Re: Request City Council to approve procurement of one (1) 2017 F450 Pickup Truck for the Gas Department

Karin Wilson  
Mayor

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The Gas Department requests approval to procure one (1) 2017 F450 Pickup Truck off the State of Alabama T191A Contract in the amount of **FORTY-THREE THOUSAND FIVE HUNDRED DOLLARS (\$43,500.00)** (see attached quote). This procurement is currently budgeted at \$40,000. Since this will be purchased off the State Contract it does not need to be let out for bid.

**Please compose a greensheet and place on the next available City Council this request to approve this procurement of one (1) each 2017 F450 Pickup Truck in the amount of \$43,500.00.**

CC: file; T. Holman

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



334-813-5000  
334-813-5018 fax

**CRAIG PFAVINS STIVERS FORD LINCOLN**  
4000 EASTERN BLVD  
MONTGOMERY, AL 36116

Last Updated: 6/20/2018  
Revision 19.0

**2019 FORD F250 SUPER CAB 4x4 PICKUP - MODEL X2B**

**CONTRACT NUMBER:** MA999 16000000008 (T191A) **LINE NUMBER:** 17 **CONTRACT AMOUNT:** \$25,416

**INCLUDES:** 6.2L V8 265 Horsepower FTY Engine, 6 Spd Auto, 4x2, 148" Wheelbase, 6 3/4" Box, Tilt/Telescopic Stg. Wheel  
4 Wheel Disc Brakes w/ ABS, Air Conditioning, Vinyl Flooring, AM/FM Radio, Vinyl 40/20/40 Seat  
Air Bags-Front & Safety Canopy Side Curtain Airbags, Trailer Tow Package w/ 7 / 4 way Plug  
Manual Trailer Tow Mirrors w/ Spot Mirrors, 2 Powr Points, Advance Trac w/ Roll Stability Control,  
Trailer Sway Control, Hill Start Assist Control, Front Tow Hooks,  
2.5" Receiver, Electronic Shift on the Fly (ESOF) and Rear View Camera. 10,000 lbs. GVWR

<b>STATE CONTRACT PRICE (T191A)</b>		\$ 25,416
X4H Upgrade from F250 Extended Cab to 2017 F450 Extended Cab 4x4 Model ( 16,500# GVWR )		
Includes: Palfleet Platform Body w/o Headboard		\$ 10,013
DISC Special Discount		\$ (5,049)
168 Wheelbase		Incl
99T 6.7L V8 400 Horsepower Diesel Engine		\$ 8,995
44W 6-Speed Automatic Transmission		NC
62R Transmission PTO Provision		\$ 280
41H Block Heater for Diesel Engine		\$ 90
X4N 4.10 Limited Slip Axle		\$ 360
THB 225/70R19.5 BSW Traction		\$ 190
90L Power Windows, Locks, Trailer Tow Mirrors and Power Tailgate Lock, Remote Keyless Entry		\$ 815
17F XL Décor Group - Chrome Bumpers & Bright Wheel Hub Covers		\$ 220
18B Cab Steps - Black Molded		\$ 445
213 Electronic Shift on the Fly (4x4)		\$ 185
473 HD Front Suspension		\$ 85
52B TowCommand Integrated Trailer Brake Controller		\$ 270
67A Dual Alternators		NC
91M SYNC Voice Activated System		\$ 365
96V XL Value Package - includes:		\$ 720
Cruise Control		
AM/FM - CD/Clock		
YZ Exterior Color - Oxford White		NC
AS Interior - Medium Earth Gray Vinyl		NC

DELIVERY - \$1.50 PER MILE ONE-WAY

INCL

**Total Price ( each )**

**\$ 43,500**

**STATE CONTRACT TERMS:**

**PAYMENT DUE AT TIME OF DELIVERY**

**SIGNATURE: ( Required )**

\_\_\_\_\_

**DATE: ( Required )**

\_\_\_\_\_

**PURCHASE ORDER NUMBER: ( Required )**

**Quantity: ( Required )**

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 approve a Three-Year Lease of Mailing Machine for the City; and the type of mailing machine needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information:

Bid Number: T311

Contract: T3114012987

Three-Year Lease for Mailing Machine

**Cost is \$474.88 per mo.**

**Total Lease \$17,095.68**

Adopted on this 9th day of July, 2018

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

Attest:

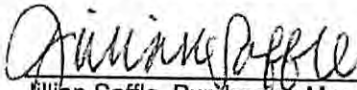
\_\_\_\_\_  
Lisa A. Hanks, MMC  
City Clerk





## MEMO

To: Michael Hinson, Treasurer

From:   
Jillian Saffle, Purchasing Manager

Date: June 27, 2018

Re: Request City Council approval of three-year lease of mailing machine

Karin Wilson  
*Mayor*

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACMO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
*City Clerk*

Michael V. Hinson, CPA  
*City Treasurer*

The current lease of the City's mailing machine is ending. The IT Department needs to lease a replacement machine off of State Contract Number T3114012987. The machine will be leased through MailFinance for three years for approximately **SEVENTEEN THOUSAND NINETY-FIVE DOLLARS AND SIXTY-EIGHT CENTS (\$17,095.68)** (see attached quote).

**Please place on the next available City Council Agenda this request to approve a three-year lease of a mailing machine off of the State Contract, with MailFinance in the amount of approximately \$17,095.68.**

Cc: file; J. Montgomery; L. Hanks

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)

### Section (A) Office Information

Office Number 601	Office Name Accurate Control Equipment Inc.	Phone # (251) 928-4976	Unit # 08/19/2018
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### Section (B) Billing Information

Company Name	City of Fairhope		
DBA			
Billing Address	P.O. Drawer 429		
City State Zip+4	Fairhope	AL	36533
Contact Name	Accounts Payable	Phone	(251) 928-2136
Contact Title		Fax	(251) 990-0107
Email Address		PO #	

### Section (C) Installation Information (if different from billing information)

Company Name	City of Fairhope		
Installation Address	555 S Section St.		
City State Zip+4	Fairhope	AL	36532
Contact Name	Lisa Hanks	Phone	(251) 928-2136
Contact Title	City Clerk	Fax	(251) 990-0107
Email Address	lisa.hanks@cofairhopeal.com		
Main Post Office		PO 5-Digit Zip Code	

### Section (D) Products

Qty	Model / Part Number	Description (Include Serial Number, if applicable)
1	DT-ECERT	e-Certify Configuration Fee
1	DT-ECERT2KAS	e-Certify Subscription - Level 3 (up to 2,000 e-Certs per year).
1	IN700	IN Series 700 Base w/ Mixed Size Feeder, sealer and drop tray
1	INDS7	Dynamic Weighing Platform for IN Series 700/750 Bases
1	INWP30	IN Series 30 lb Weighing Platform
1	ISRLD	IN Series 700/750 Remote Label Dispenser

### Section (E) Lease Payment Information & Schedule

<b>Tax Status:</b> <input type="checkbox"/> Taxable <input checked="" type="checkbox"/> Tax Exempt <i>Certificate attached</i>	Number of Months		Monthly Payment (Plus applicable taxes)
	First	36	\$474.88
<b>Billing Frequency:</b> <input type="checkbox"/> Monthly <input checked="" type="checkbox"/> Quarterly <input type="checkbox"/> Annually	<b>Billing Method:</b> <input type="checkbox"/> Standard <input checked="" type="checkbox"/> Arrears		
	Current Lease Number: N15071216		
	<input type="checkbox"/> ACH (Customer to submit authorization form)		

### Section (F) Postage Meter & Postage Funding Information

Meter Model	IN700AJ	Machine Model	IN700SH
<b>Postage Funding Method:</b> <input checked="" type="checkbox"/> Bill Me <input type="checkbox"/> Prepay by Check <input type="checkbox"/> ACH Debit (Submit customer authorization form) <input type="checkbox"/> OMAS <input type="checkbox"/> CPU (Include authorization form)		<b>Postage Funding Account:</b> <input checked="" type="checkbox"/> POC <input type="checkbox"/> TMS <input type="checkbox"/> New <input checked="" type="checkbox"/> Existing Existing Account Number: 98527393	
Agency Code		Sub Agency Code	

### Service Products (Check all that apply)

<input checked="" type="checkbox"/> Online Postal Rates iMeter™ App (SP10)
<input checked="" type="checkbox"/> Online Postal Expense Manager iMeter™ App (SP20/NeoState)
<input type="checkbox"/> Online E-Services iMeter™ App (SP30)
<input checked="" type="checkbox"/> NeoShip ADVANCED - Requires NeoFunds/TotalFunds (NEOSHIPADV)
<input checked="" type="checkbox"/> NeoShip Install & User Guide (EP70GUIDES)
<input type="checkbox"/> RunMyMail <input type="checkbox"/> 3G/4G Cell Service
<input checked="" type="checkbox"/> Maintenance
<input checked="" type="checkbox"/> Installation/Training
<input type="checkbox"/> Software Support

### Section (G) Approval

Existing customers who currently fund the Postage account by ACH Debit will not be converted to NeoFunds/TotalFunds unless Initialed here \_\_\_\_\_

This document consists of a Government Product Lease ("Lease") with MailFinance Inc.; and a Postage Meter Rental Agreement ("Rental Agreement"), and an Online Services and Software Agreement with Neopost USA Inc.; and a NeoFunds/TotalFunds Account Agreement with Mailroom Finance, Inc. Your signature constitutes an offer to enter into the Lease and, if applicable, the other agreements, and acknowledges that you have received, read, and agree to all applicable terms and conditions (version Government-Equipment-Lease-Terms-USPS-Dealer-v4-16), which are also available at <https://www.neopost.com/terms/government-equipment-lease-terms-usps-dealer-v4-16.pdf>, and that you are authorized to sign the agreements on behalf of the customer identified above. The applicable agreements will become binding on the companies identified above only after an authorized individual accepts your offer by signing below, or when the equipment is shipped to you.

Authorized Signature	Print Name and Title	Date Accepted
Accepted by Neopost USA and its Affiliates		Date Accepted

**City of Fairhope**

555 S Section St.  
Fairhope AL 36532  
251-928-2136

**STATE OF ALABAMA - PURCHASE ORDER  
- LEASE**

State of Alabama Contract Number – T3114012987

To:  
MailFinance Inc.  
478 Wheelers Farms Road  
Milford, CT 08461  
800-636-7678

SHIP TO:  
Lisa Hanks  
City of Fairhope  
555 S Section St.  
Fairhope AL 36532  
251-928-2136

P.O. DATE	REQUISITIONER	SHIPPED VIA	F.O.B. POINT	TERMS
QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1		IN700 Mailing Machine / INWP30 30lb. Postal Scale		
1		INDS7 Dynamic Scale/ ISRLD Remote Label Dispenser		
1		DT-eCert Config / DT-eCert2KAS 2K eCerts per year		
1		IN700AI / SP20 Online Dept Acct/ NeoShip Advanced		
1		Full Coverage Local Onsite Service Support		
1		36 Month Lease @ \$ 474.88/mo. Billed quarterly		17,095.68
			<b>SUBTOTAL</b>	<b>17,095.68</b>
			<b>SALES TAX</b>	<b>0.00</b>
			<b>SHIPPING &amp; HANDLING</b>	<b>0.00</b>
			<b>OTHER</b>	<b>0.00</b>
			<b>TOTAL</b>	<b>17,095.68</b>

1. Order is governed under the terms and conditions of the State of Alabama Contract T3114012987. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.

2. Payments will be sent to:  
MailFinance  
Dept 3682  
P.O. Box 123682  
Dallas TX 75312-3682  
Federal ID Number: 94-2984524

3. Send all correspondence to:  
City of Fairhope  
P.O. Drawer 429  
Fairhope AL 36533  
251-928-2136

Authorized by \_\_\_\_\_ Date \_\_\_\_\_

Print Name and Title \_\_\_\_\_

**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 IBAK T76 Tractor and Equipment for the Sewer Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The cost will be \$32,624.33.

Adopted on this 9th day of July, 2018

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

Attest:

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







## MEMO

To: Michael Hinson, Treasurer

From:

*Jillian Saffle*  
Jillian Saffle, Purchasing Manager

Date: June 28, 2018

Karin Wilson  
Mayor

Re: Placing on City Council agenda approval to purchase IBAK T76 Tractor and equipment for the Sewer Department

*Council Members*  
Kevin G. Boone  
Robert A. Brown  
Jack Burrell, ACOMO  
Jimmy Conyers  
Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

The Sewer Department has requested to purchase one (1) T76 tractor, camera, and necessary equipment for pipeline inspections. This purchase will be made through Sourcewell (formerly NJPA) contract #122017-RVL and will therefore not need to be let out for bid. The tractor and equipment will be purchased through Vacuum Truck Sales & Services in the amount of **THIRTY TWO THOUSAND SIX HUNDRED TWENTY FOUR DOLLARS AND THIRTY THREE CENTS (\$32,624.33)** (see attached quote).

This procurement will be budgeted from underruns in the Sewer Mainline Camera account.

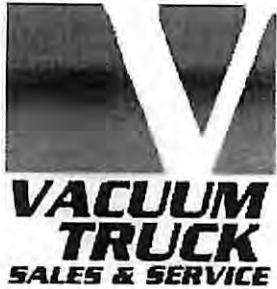
**Please compose a greensheet and move forward to the next available City Council agenda, this procurement approval request for one (1) T76 tractor, camera, and necessary equipment.**

Cc: file; J. Whitman

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)



Quotation# 6/27/18-398

Date: June 27, 2018

City of Fairhope  
Mr. Jay Whitman  
555 South Section Street  
Fairhope, AL 36533

**Sourcewell 2018 Contract # 122017-RVL  
RapidView/IBAK Equipment  
Equipment Description**

**T76 TRACTOR**

- \* Mainline tractor for use in pipelines 5" and up
- \* Zero turn radius, full steering with ATC (Automatic Tilt Compensation)
- \* Includes lowering claw, toolset and 5"/6"/8"/10" wheel-sets
- \* T76 can be used as the chassis for the LISY 3 Extension
- \* Requires the (904020021) Camera Base module for normal mainline operations
- \* Add the Remote Elevator (904116031) to help in larger pipelines

**Camera Base Module for T76/86 Tractor (CB 3)**

- \* Required for operation of T76/86 as mainline tractor

**Remote Elevator for T76/86**

- \* Raises the camera to allow centering in pipeline
- \* Lifts camera above water line in pipes with flow

**High Traction Tungsten Carbide Wheels for T76 8" & 10" 8" Treaded Wheel Set**

**Warranty:** Equipment 12 months Parts and Labor

**NJPA Equipment Pricing**

**Total Purchase Price:**

**\$32,624.33**

**Delivery:**

**In Stock**

**Purchaser will be responsible for all appropriate state and local sales tax and vehicle registration.**

Please sign to Accept the terms of this order: \_\_\_\_\_

Purchase Order # & Date: \_\_\_\_\_

Please Apply 2018 Sourcewell Contract number 122017-RVL (Formally NJPA) to your Purchase Order

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the following Job Position; and the Job Description and Grade of Pay for same:

<b>Addition:</b>	<b>Job Positions</b>	<b>Grade of Pay</b>
	Assistant Marina Manager	19

ADOPTED THIS 9TH DAY OF JULY, 2018

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

ATTEST:

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



# CITY OF FAIRHOPE

## Uniform Job Description

Position Title:	<u>Assistant Marina Manager</u>	Pay Range:	<u>\$14.81-\$19.25- \$23.70/hour</u>
Department:	<u>Parks &amp; Recreation</u>	Pay Grade:	<u>19</u>
Reports To:	<u>Marina Manager</u>	Effective Date:	<u>October 14, 2017</u>
Supervises:	<u>Marina Personnel</u>	Supersedes:	<u>N/A</u>

Approvals:			
_____	_____	_____	_____
Supervisor		Human Resources Director	
_____	_____	_____	_____
Date		Date	
FLSA Exempt:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Safety Sensitive:	<input type="checkbox"/> Yes <input type="checkbox"/> No
		DOT Regulated:	<input type="checkbox"/> Yes <input type="checkbox"/> No

### BASIC PURPOSE OF THE POSITION

The Assistant Marina Manager is a full-time position. This person takes over for the Marina Manager in his/her absence and acts as the ambassador of the marina and the City of Fairhope for boaters.

### DISTINGUISHING CHARACTERISTICS OF THIS POSITION

Under the direction of the Fairhope Dock's Marina Manager, the Assistant Manager assists with the responsibility for the safe mooring of vessels, general operation of the city's marina including budgeting responsibilities, assisting boaters, and maintaining a safe and clean environment throughout the marina facility. The Assistant manager may aid in the preparation of annual budget and capital plan at the direction of the Marina Manager. This position must be available to work some weekends, and on call as needed.

### ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

Oversees ongoing marina maintenance and improvements on an approved budget and schedule as directed by the Marina Manager.

Assists in overseeing renovation of marina facilities and ongoing maintenance and improvement projects at the direction of the Marina Manager.

Maintains grounds including flower beds, beach, parking lot and any building or land area owned by the marina.

## Assistant Marina Manager

---

Employs practices that work to achieve Clean Resilient Marina status.

Assumes the marina's daily operations in the absence of the Marina Manager.

Provides excellent and prompt service to customers, prospective customers and guests.

Supervises all personnel in the absence of the Marina Manager.

Complies with government regulations pertaining to the facility.

Proactively seeks ways to promote the marina to maximize potential.

Ensures prompt maintenance of docks, piers, buildings, grounds and equipment.

Ensures safety of fellow employees, customers and visitors.

Trains employees on the safe use of marina equipment and all emergency procedures in the absence of Marina Manager or at his/her direction.

Assists in achieving Clean Resilient Marina status. Assist Marina Manager in overseeing third party vendors who perform work at the property and maintain up-to-date insurance files on all vendors.

Inspects property when on duty to ensure the Marina is presented in the best possible way.

Assists with the development of annual budget and operates the property to achieve its financial goals as directed by the Marina Manager.

Monitors fuel readings to ensure accurate billing and inventory control as directed by the Marina Manager.

Assists in maintaining compliance with all government regulations – city, state and federal.

Inspects property when on duty to ensure the Marina is presented in the best possible way.

Maintains all grounds and buildings; picks up and disposes of trash on the grounds.

Assists customers as necessary.

### **OTHER DUTIES AND RESPONSIBILITIES**

Responds to customers' requests.

Works with the City's Harbor Board and Environmental Advisory Committee as directed by the Marina Manager.

### **REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

Knowledge of customer service and employee management skills.

Knowledge of information relative to navigation in U.S. Coastal waters, including laws and regulations of the various agencies governing marine navigation.

## Assistant Marina Manager

---

Knowledge of marina management including but not limited to facility and grounds, maintenance, tenant relations, leasing.

Knowledge of standard maintenance practices for wooden and concrete structure, electrical systems, water distribution systems, marine sewage systems, water safety and rescue methods.

Knowledge of marina management including but not limited to facility and grounds, maintenance, tenant relations, leasing.

Ability to learn federal, state and local laws and regulations regarding the operation, mooring and docking of boats;

Ability to read charts, maps, weather recording devices and to interpret weather information as it relates to marine navigation, gather information.

Ability to act decisively in the event of a distress call, environmental or weather emergency, or other crisis involving the operations of the port/harbor.

Ability to learn Mobile Bay and surrounding waterways to be able to best assist customers.  
Ability to communicate effectively.

Ability to be detailed and well organized

Ability to work varied hours/days, weekends, and holidays, as needed

Ability to communicate with associates and customers

Ability to read, count, and write to accurately complete all documentation

Ability to operate all equipment necessary to perform the job (Power tools)

Ability to work well with others

Ability to multi-task

### **ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING**

Graduation from a standard senior high school or GED, preferably supplemented by college experience. Some marina experience would be helpful, basic understanding of business operation and rudimentary mechanical skills desired.

### **EXTENT OF PUBLIC CONTACT**

This position interacts daily with the public.

Assistant Marina Manager

---

**PHYSICAL DEMANDS**

Must be able to lift 50 lbs., climb ladders, walk, stand, crawl, crouch, operates standard lawn and garden equipment.

**WORKING CONDITIONS AND ENVIRONMENT**

Conditions should not be hazardous but severe weather is a daily possibility. 99% of the work is outside. Mobile Bay daily weather conditions prevail.

*This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.*

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

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA,** That the City gratefully accepts the Quitclaim Deed from LBB Holdings, LLC to the City of Fairhope, Alabama, dedicating a Right-of-W on Horn Lane to correct an encroachment; and authorizes the Mayor to sign any documents necessary to complete the transfer. The description of the property to-wit:

Commencing at the Southeast corner of Lot 1, Melissa Subdivision as recorded on Slide 2209E in the office of the Judge of Probate Baldwin County, Alabama being marked by a capped rebar (Geo-Surveying); thence run North along the East line of said Lot 1, 75.00 feet to a capped rebar (Thompson) and the Point of Beginning; thence continue North along said East line of Lot 1, 8.00 feet to a point; thence run S-89°55'40"-E, 240.76 feet to a point on the West right-of-way of Ingleside Avenue; thence run South along said West right-of-way of Ingleside Avenue, 14.00 feet to a capped rebar (Thompson); thence run N-88°30'02"-W leaving said West right-of-way of Ingleside Avenue, 240.84 feet to the Point of Beginning.

Adopted on this 9th day of July, 2018

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

Attest:

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



## Lisa A. Hanks, MMC

---

**From:** Richard Johnson  
**Sent:** Wednesday, June 27, 2018 1:06 PM  
**To:** Lisa A. Hanks, MMC  
**Cc:** Angel Wright; Nancy Milford; Wayne Dyess; Mayor Karin Wilson; Lynn Donnelly Maser  
**Subject:** RE: Ingleside Lot  
**Attachments:** Horn Ln ROW QC Deed.pdf; Horn Ln ROW - INFIRMARY VACATE LOT FAIRHOPE NEW ROW SIGNED 06-22-18.pdf

Lisa:

I have reviewed the attached and all appears in order. I am requesting that this be placed on the next City Council agenda for consideration and acceptance.

As Right-of-Way Manager for the City, I recommend the acceptance of this ROW to correct the shown encroachment.

Yours,

RDJ

Richard D. Johnson, P.E.  
Public Works Director  
[richard.johnson@fairhopeal.gov](mailto:richard.johnson@fairhopeal.gov)  
Office : 251-929-0360  
Cell: 251-423-7418

**From:** Angel Wright <[angel@bentonlipscomb.com](mailto:angel@bentonlipscomb.com)>  
**Sent:** Wednesday, June 27, 2018 11:04 AM  
**To:** Nancy Milford <[nancy.milford@cofairhope.com](mailto:nancy.milford@cofairhope.com)>  
**Cc:** Lisa A. Hanks, MMC <[lisa.hanks@cofairhope.com](mailto:lisa.hanks@cofairhope.com)>; Richard Johnson <[richard.johnson@fairhopeal.gov](mailto:richard.johnson@fairhopeal.gov)>  
**Subject:** RE: Ingleside Lot

Good Morning All,

Please see attached quitclaim deed for your review and approval. Let me know if there are any changes that need to be made.

Our office will be closed July 4, 2018 in observance of Independence Day.

Thanks,  
Angel Wright  
Benton & Lipscomb  
200 Fairhope Ave  
Fairhope, AL 36532  
251-680-2429 Direct Line  
251-928-0282 Office  
251-928-0291 Fax  
[angel@bentonlipscomb.com](mailto:angel@bentonlipscomb.com)

**\*\*Any funds due at closing in the amount of \$500 or more will need to be sent in the form of a wire. Please be aware that online banking fraud is on the rise. If you receive an email containing WIRE TRANSFER INSTRUCTIONS to our firm, please call our closing secretary at 251-928-0282 to verify the information prior to sending funds.\*\***

## QUITCLAIM DEED

STATE OF ALABAMA \*

COUNTY OF BALDWIN\*

KNOW ALL MEN BY THESE PRESENTS, that **LBB HOLDINGS LLC, an Alabama Limited Liability Company**, the Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS (\$10.00) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by the Grantee, do hereby REMISE, RELEASE, QUITCLAIM and CONVEY unto **CITY OF FAIRHOPE**, the said Grantee, in fee simple, all of our right, title, interest and claim in and to the following described real estate, situated in Baldwin County, State of Alabama, described as follows, to-wit:

**Commencing at the Southeast corner of Lot 1, Melissa Subdivision as recorded on Slide 2209E in the office of the Judge of Probate Baldwin County, Alabama being marked by a capped rebar (Geo-Surveying); thence run North along the East line of said Lot 1, 75.00 feet to a capped rebar (Thompson) and the Point of Beginning; thence continue North along said East line of Lot 1, 8.00 feet to a point; thence run S-89°55'40"-E, 240.76 feet to a point on the West right-of-way of Ingleside Avenue; thence run South along said West right-of-way of Ingleside Avenue, 14.00 feet to a capped rebar (Thompson); thence run N-88°30'02"-W leaving said West right-of-way of Ingleside Avenue, 240.84 feet to the Point of Beginning.**

The recording references herein are to the Office of the Judge of Probate of Baldwin County, Alabama.

TOGETHER WITH ALL AND SINGULAR the rights, privileges, tenements, hereditaments and appurtenances hereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD to the said Grantee, its successors, heirs and assigns forever.

IN WITNESS WHEREOF, Grantor has hereunto set his hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**LBB HOLDINGS LLC**

\_\_\_\_\_  
**BY: BRYCE MCMURRY, III**  
**AS ITS: MEMBER/MANAGER**

GRANTOR'S ADDRESS: \_\_\_\_\_

GRANTEES' ADDRESS: \_\_\_\_\_

STATE OF ALABAMA §

COUNTY OF BALDWIN §

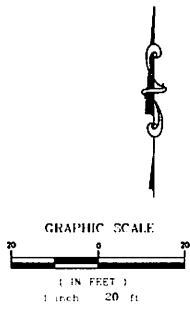
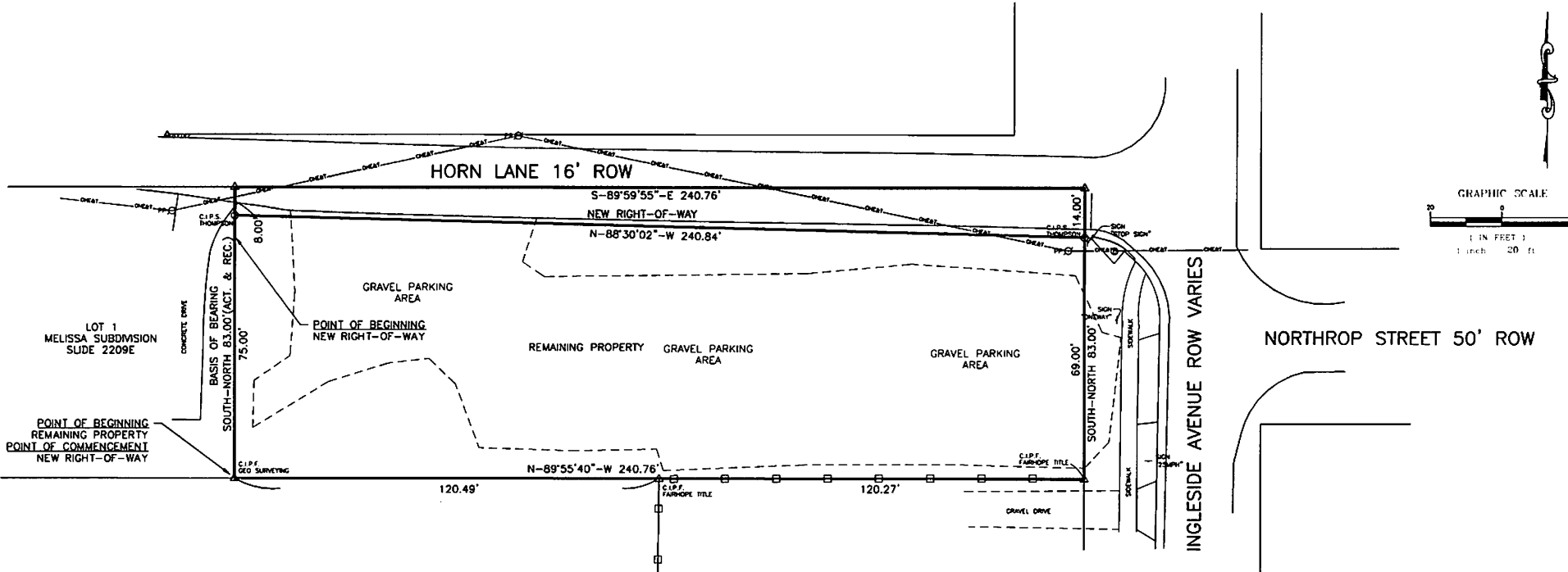
I, the undersigned authority, a Notary Public in and for said County and State, hereby certify that **BRYCE MCMURRY, III AS MEMBER/MANAGER OF LBB HOLDINGS LLC**, whose name is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the within instrument, he, as such officer with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

J. Alan Lipscomb  
Benton & Lipscomb  
Attorneys at Law  
P.O. Box 471  
Fairhope, Alabama 36533  
(251) 928-0282



**LEGEND**

- |              |                                      |        |                                  |
|--------------|--------------------------------------|--------|----------------------------------|
| △ C.I.P.F.   | INDICATES CAPPED IRON PIN FOUND      | □ G    | INDICATES GAS METER              |
| ○ C.I.P.S.   | INDICATES CAPPED 5/8" IRON PIN SET   | □ GV   | INDICATES GAS VALVE              |
| ▲ C.T.I.P.F. | INDICATES CRIMPED TOP IRON PIN FOUND | — G —  | INDICATES GAS LINE               |
| △ O.T.I.P.F. | INDICATES OPEN TOP IRON PIN FOUND    | GL     | INDICATES GAS LINE MARKER        |
| ○ R.F.       | INDICATES REBAR FOUND                | FHC    | INDICATES FIRE HYDRANT           |
| □ C.M.F.     | INDICATES CONCRETE MONUMENT FOUND    | WM     | INDICATES WATER METER            |
| PPD          | INDICATES POWER POLE                 | WV     | INDICATES WATER VALVE            |
| GPO          | INDICATES GUY POLE                   | — W —  | INDICATES WATER LINE             |
| — G —        | INDICATES GUY WIRE                   | ○      | INDICATES SANITARY SEWER MANHOLE |
| — OHE —      | INDICATES OVERHEAD ELECTRIC          | — SS — | INDICATES SANITARY SEWER LINE    |
| — USE —      | INDICATES UNDERGROUND ELECTRIC       | C.O.P  | INDICATES CLEAN OUT              |
| LP           | INDICATES LIGHT POLE                 | S.V.M  | INDICATES SEWER VALVE            |
| MP           | INDICATES METER POLE                 | C.P.C  | INDICATES CABLE PEDESTAL         |
| PB           | INDICATES POWER BOX                  | B.P.D  | INDICATES BUMPER POST            |
| — / — / —    | INDICATES WOODEN FENCE               | N/F    | NOW OR FORMERLY                  |
| ○ — ○ —      | INDICATES CHAIN LINK FENCE           | R.O.P  | REINFORCED CONCRETE PIPE         |
| — X — X —    | INDICATES WIRE FENCE                 | C.M.P  | CORRUGATED METAL PIPE            |
| TPD          | INDICATES TELEPHONE PEDESTAL         | M.B.O  | INDICATES MAIL BOX               |
| — T — T —    | INDICATES O/H TELEPHONE LINE         | R&C    | INDICATES RESTER AND COLEMAN     |
| — UGT —      | INDICATES UNDERGROUND TELEPHONE LINE |        |                                  |
| FOCMI        | INDICATES FIBER OPTIC MARKER         |        |                                  |
| Ⓣ            | INDICATES STORM WATER MANHOLE        |        |                                  |

**NOTES:**

- 1.) Type of Survey: Boundary Survey. No improvements were located except those shown hereon. Information used to perform survey are as follows: Recorded Plat for Melissa Subdivision, Slide 2209E; Warranty Deed Real Property Book 588, Page 1759, Instrument 1642370 Tax Sale Deed;
- 2.) Bearing Basis: All bearing as referenced to the West line of the surveyed property which is a common line for Lot 1, Melissa Subdivision as recorded on Slide 2209E; as being South-North per mentioned plat.
- 3.) Field Dates: May 18 and 21, 2018
- 4.) Street Address: None Fairhope, Alabama
- 5.) No attempt was made by the Surveyor to locate underground improvements or environmentally sensitive conditions.
- 6.) This property may be subject to County and City regulations in regards to setbacks, easements and building codes.
- 7.) I have consulted the FEMA Flood Insurance Rate Map Community Panel No. 01003C 0644 L, dated July 17, 2007 and found, by graphic plotting only, that said map shows the above described property is found in Zone "X" (Unshaded). The above statement is for information only, and this Surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this Surveyor's opinion of the probability of flooding.

**DESCRIPTION OF REMAINING PROPERTY**

Beginning at the Southeast corner of Lot 1, Melissa Subdivision as recorded on Slide 2209E in the office of the Judge of Probate Baldwin County, Alabama being marked by a capped rebar (Geo-Surveying), thence run North along the East line of said Lot 1, 75.00 feet to a capped rebar (Thompson), thence run S-88°30'02"-E, 240.84 feet to a point on the West right-of-way of Ingleside Avenue and a capped rebar (Thompson), thence run South along said West right-of-way of Ingleside Avenue, 69.00 feet to a capped rebar (Fairhope Title and Survey), thence run N-89°55'40"-W leaving said West right-of-way of Ingleside Avenue, 240.76 feet to the Point of Beginning, containing 17,334.83 square feet, more or less.

**DESCRIPTION OF NEW RIGHT-OF-WAY:**

Commencing at the Southeast corner of Lot 1, Melissa Subdivision as recorded on Slide 2209E in the office of the Judge of Probate Baldwin County, Alabama being marked by a capped rebar (Geo-Surveying), thence run North along the East line of said Lot 1, 75.00 feet to a capped rebar (Thompson) and the Point of Beginning, thence continue North along said East line of Lot 1, 8.00 feet to a point, thence run S-89°55'40"-E, 240.76 feet to a point on the West right-of-way of Ingleside Avenue, thence run South along said West right-of-way of Ingleside Avenue, 14.00 feet to a capped rebar (Thompson), thence run N-88°30'02"-W leaving said West right-of-way of Ingleside Avenue, 240.84 feet to the Point of Beginning, containing 2,648.39 square feet, more or less.

I state that all parts of this survey and drawing have been completed in accordance with the requirements of the Standards of Practice for Land Surveying in the State of Alabama to the best of my knowledge, information and belief.

*John E. Higley*  
 John E. Higley, P.L.S.  
 Alabama License Number 23660

June 22, 2018  
 Date

THIS DRAWING REPRESENTS DESIGNS PREPARED BY THOMPSON ENGINEERING FOR SPECIFIC USE ON THIS PROJECT AND IS NOT TO BE COPIED, REPRODUCED, OR ALTERED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE THOMPSON ENGINEERING REPRESENTATIVE AUTHORIZED TO APPROVE THIS USE. UNAUTHORIZED USE IS SUBJECT TO LEGAL ACTION UNDER STATE AND FEDERAL LAW.

REVISION NO.	DESCRIPTION	DATE	BY



**INFIRMARY HEALTH SYSTEMS**

2970 COTTAGE HILL RD., STE. 130  
 MOBILE, ALABAMA 36606

thompson ENGINEERING  
 TEL: (251) 686-2443  
 FAX: (251) 686-6422

SCALE: 1" = 20'  
 DRAWN BY: JEH  
 APPROVED BY: G.A.S.  
 DATE: MAY 2018

DRAWING NO: 18-1101-0107  
 FILE: INFIRMARY VACATE LOT FAIRHOPE.DWG

VACANT PARCEL NEW ROW  
 DAN HORN LANE & INGLESIDE AVENUE

**BOUNDARY SURVEY**



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

Received 7/2/18  
 Revised 09/2013  
 12:00 p.m.  
 ZMA

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Casey Carrigan TEX-BAMA <sup>GROUP LLC</sup> Casey Carrigan SSN# \_\_\_\_\_

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ -PLACE OF BIRTH Searcy, AK

MAILING ADDRESS 9900 King Rd. Fairhope, AL 36532

HOME # \_\_\_\_\_ WORK # (251) 270-7250

CELL # \_\_\_\_\_ FAX # \_\_\_\_\_

RESIDENCE ADDRESS 9900 King Rd. Fairhope, AL 36532

NO. YEARS AT PRESENT ADDRESS 5 NO. YEARS AT PREVIOUS ADDRESS 3

PREVIOUS ADDRESS 488 East University Drive, Auburn, AL 36830

NAME AND ADDRESS OF BUSINESS 212 1/2 Fairhope Ave.  
Fairhope, AL 36532 Texabama BBQ

NAME OF CORPORATION TEX-BAMA GROUP LLC

BUSINESS LOCATION 212 ONE HALF Fairhope Ave. Fairhope, AL 36532

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE NO

IF SO, WHERE \_\_\_\_\_ UNDER WHAT NAME \_\_\_\_\_

HAS APPLICANT EVER BEEN ARRESTED YES IF SO, WHERE Mobile, AL

WHEN 12/13/2002 WHAT WAS CHARGE USE/poss Drug Paraphernalia

DISPOSITION Paid Fine

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Coca-Cola	Robertsdale, 17430 State Hwy 104 <sup>AL 36567</sup>	
Ben E. Keith	P.O. Box 770 E11m, AL 36323	
Auto-Chlor	1609 Industrial Park Circle Mobile, AL 36693	

City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

**PLEASE SELECT TYPE OF LICENSE APPLYING FOR:**

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

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

Cam Thomas Lewis  
SIGNATURE (FULL NAME)

7/2/18  
DATE

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
Chief of Police

NOT APPROVED  
BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

APPROVED LT. Randall Duff DATE 2 July 18  
Chief of Police

APPROVED  
BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

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