

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

WEDNESDAY, 9 OCTOBER 2019 – 4:30 P.M. – COUNCIL CHAMBER

1. Budget Discussions for Proposed 2019 – 2020 Budget
2. Committee Updates
3. Department Head Updates/Grant Updates

Next Regular Meeting – Monday, October 28, 2019 - Same Time and Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

WEDNESDAY, 9 OCTOBER 2019 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 11 September 2019 Special Budget Work Session, minutes of 23 September 2019 Regular City Council Meeting, minutes of 23 September 2019 Work Session, minutes of 23 September 2019 Agenda Meeting, and 30 September 2019 Special Budget Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** - Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Myrtle F. Bung, Trustee of the Myrtle F. Bung Living Trust, from M-1 Light Industrial District to Planned Unit Development (PUD). This property is generally located on the west side of S. Section Street just south of Pecan Avenue, Fairhope, Alabama. PPIN Number: 5611; parcel containing 5.22 acres, more or less.
(Introduced at the September 23, 2019 City Council Meeting)
6. Resolution – That the City Council of Fairhope desires to improve the wastewater collection and transmission system. These improvements include the implementation of Side Stream Storage Vessels in key locations that will provide relief of peak flows to the Wastewater Treatment Plant during heavy rain events and reduce the potential for Sanitary Sewer Overflows. One such location is on property the Retirement Systems of Alabama, RSA, has agreed to deed to the City of Fairhope; and the The City Council approves the terms of the agreement, at no cost to the city, for the transfer of property from the Retirement Systems of Alabama to the City of Fairhope for the use in the city constructing the desired Side Stream Storage facility.
7. Resolution – That the City Council of Fairhope desires to operate and maintain key facilities in the wastewater collection and transmission system. Battles Road LLC has, or is in the processes of, developing a 204-unit apartment complex on the northeast corner of Section Street and Old Battles Road. The lift station that was installed for this project may be utilized for additional flows from offsite developments in the future and can be managed during heavy rain events to minimize impacts to the downstream portions of the overall wastewater collection and transmission system; and the City Council authorizes the Mayor to execute a maintenance transfer agreement where Fairhope Utilities will operate and maintain the lift station with an associated easement for rights of ingress and egress to the property where the lift station is located. There are no upfront costs to the developer for Fairhope Utilities.

8. Resolution – That the City Council of Fairhope desires to improve the wastewater collection and transmission system. These improvements include the extension of the Phase I transmission system improvements from Fairhope Avenue and Ingleside Street to areas east of Greeno Road and will bypass flows from certain pumping stations to allow for more redundancy in the system and reduce existing lift station upgrades within the system described in the Proposal (PROJECT UNDERSTANDING) from Dewberry, dated June 17, 2019, copy attached; and the City Council approves the Dewberry proposal and authorizes the Mayor to execute an agreement for the design fee anticipated to be \$105,000.00, more or less, depending on the Construction value of the project once bids are received.
9. Resolution – Authorizing and Consenting to the transfer of ownership, maintenance, and responsibility for portions of Twin Beech Road (aka CR 44) and Bishop Road in the City of Fairhope from Baldwin County.
10. Resolution – That the Council President Jack Burrell is hereby authorized to execute a contract for Professional Services for closing costs and title insurance on the Recreation Land Purchase with Kopesky & Britt, LLC with a cost not-to-exceed \$9,000.00.
11. Resolution – That the City Council approves Resolution No. 3247-18 be amended for procurement of one (1) rear loading Recycle Truck for the Public Works Department, this is a three-year lease to own purchase, including freight for a total buy in the amount of \$155,999.00 to be leased through BancorpSouth Equipment Finance or another local bank.
12. Resolution – That the City of Fairhope has voted to approve procurement of the Set up/rental of two sound stages, stage lights, and 8 snow machines for the City of Fairhope’s Lighting of the Trees Celebration 2019 from Sound Associates, Inc. for up to three one-year contracts with an annual cost of \$10,500.00 (with a total not to exceed of \$31,500 for the three years).
13. Resolution – That the City Council hereby amends Resolution No. 3209-18 as follows: “change the name of the league from the American South Football Alliance to IAFL Semi-Pro” and “change the name of the team from the Fairhope Vikings to the Fairhope Storm.”
14. Resolution – Holidays FY 2019 – 2020
15. Street and Traffic Control Committee:
 - Requesting from the City Council authorization to place an all-way stop at the intersection of White Avenue and Equity Street to help with traffic.
16. Request – Michael C. Walters, Location Scout/Manager with the Intermark Group/Vazda Studios – Requesting that the one-time \$1,000.00 application fee and the \$5,000.00 refundable deposit be waived due to the fact that this is a filming project for the State of Alabama Department of Tourism. They are filming 4 separate 30 second commercials in the following locations in Alabama: Auburn-Opelika, Montgomery, Gulf Shores-Orange Beach, and Fairhope-Eastern Shore.
17. Public Participation – (3 minutes maximum)
18. Adjourn

**City Council Work Session - 4:30 p.m.
on Wednesday, October 9, 2019 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Wednesday, October 9, 2019 – Council Chambers**

Next Regular Meeting – Monday, October 28, 2019 - Same Time and Place

Monday, 11 September 2019
Page -2-

There being no further business to come before the City Council, the meeting was duly adjourned at 6:42 p.m.

Jack Burrell, Council President

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, 23 September 2019.

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 at 6:06 p.m. The invocation was given by Councilmember Robert Brown and the Pledge of Allegiance was recited. Councilmember Brown moved to approve minutes of the 9 September 2019, regular meeting; minutes of the 9 September 2019, work session; minutes of the 9 September 2019, agenda meeting; and 16 September 2019, special budget work session. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council with the following Power Point Presentation found at the end of the minutes.

Councilmember Robinson requested Randy Fidler with the Fairhope Kiwanis Club to address the City Council. Mr. Fidler presented the City of Fairhope a check for \$2,600.00 to use towards Fels Toddler Park for a new see saw. He mentioned several fundraisers the Kiwanis does annually: Gumbo Cookoff and Golf Tournament. Mr. Fidler commented they have donated over \$100,000.00 to our youth. He congratulated Tom Kuhl on his retirement.

Councilmember Robinson wished Tom Kuhl a happy retirement.

Councilmember Conyers also commented on the Kiwanis Gumbo Cookoff; and thanked Tom Kuhl for his service with the City.

Councilmember Brown thanked everyone for coming out to vote on the Special Tax District Referendum.

Councilmember Boone gave an “Atta Boy” to Tom Kuhl for his service to the City.

Council President Burrell thanked Tom Kuhl for his service with the City and congratulated Pat White as our new Recreation Director. He requested Cecil Christenberry with the Baldwin County Board of Education to address the City Council.

23 September 2019

Mr. Christenberry addressed the City Council and stated he represented District VI; and thanked everyone for allowing this to happen. He also thanked Robert Brown and Ken Cole for their hard word. Mr. Christenberry said this includes the whole Fairhope School Feeder Pattern. He assured the City Council that this would be a separate line item; and there would be accountability and transparency.

City Clerk Lisa Hanks asked Council President Burrell to read the Mayor's Veto letter before the vote or discussion.

Councilmember Boone moved to overturn the Veto of Ordinance No. 1659, an Ordinance to establish Monthly Salary for the Mayor and Councilmembers; City of Fairhope Code of Ordinances (Section 2-21). The motion was seconded by Councilmember Brown who stated if this ordinance is not overridden, it goes back to the original ordinance. He mentioned the spreadsheet Councilmember Conyers prepared who researched salaries and benefits of other Cities.

Councilmember Boone agreed with Councilmember Brown.

Councilmember Conyers commented he did due diligence with his research. He said that Mayor and Councilmembers have had free insurance since 1992. Councilmember Conyers said that all conversation is the issue of \$200.00 per month.

Council President Burrell said we are not changing insurance plan; we are increasing salaries \$200.00 per month for Council and \$53,000.00 a year for Mayor. He commented all discussions were held in open meetings, so it has been transparent. Council President Burrell gave an example of his company's insurance and what he would have to pay. He said this is not an ordinary part-time job; and then gave an example of Mike Ford who served this City for 31 years. Mr. Ford would take a cut in pay if he ran again and then won again.

After further discussion, motion to overturn the Veto of Ordinance No. 1659 passed by the following voice votes: AYE – Burrell, Conyers, Brown, and Boone. NAY - Robinson.

A Public Hearing was held as advertised on a proposed ordinance to Amend Zoning Ordinance No. 1253. Councilmember Boone introduced in writing an ordinance to rezone the property of Myrtle F. Bung, Trustee of the Myrtle F. Bung Living Trust, from M-1 Light Industrial District to Planned Unit Development (PUD). This property is generally located on the west side of S. Section Street just south of Pecan Avenue, Fairhope, Alabama. PPIN Number: 5611; parcel containing 5.22 acres, more or less. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

23 September 2019

Development Services Manager Buford King briefly explained the proposed ordinance and said the application will be reviewed on nine criteria. Steve Pumphrey with Dewberry, Inc. discussed the FEMA Flood Map issue; and mentioned a community meeting was held.

Council President Burrell opened the Public Hearing at 6:55 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:56 p.m.

Due to lack of a motion for immediate consideration, this ordinance will layover until the October 14, 2019 City Council meeting.

A Public Hearing was held as advertised on the request for a Lounge Liquor License by Noell Broughton, NOBODA, LLC, d/b/a LWCC, located at 14 N. Church Street, Fairhope, Alabama. The public hearing was opened at 6:56 p.m. No one present opposed the proposed Lounge Liquor License the Public Hearing closed at 6:57 p.m. Councilmember Boone moved to approve the issuance of the license. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of United States Environmental Services, LLC for Remedial Cleanup of Mercury from a Well that was being prepared for abandonment for the Water Department which is a non-budgeted project; and hereby authorizes Mayor Karin Wilson to execute a Contract with a cost of \$15,656.34. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3514-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of United States Environmental Services, LLC for Remedial Cleanup of Mercury from a Well that was being prepared for abandonment for the Water Department which is a non-budgeted project; and hereby authorizes Mayor Karin Wilson to execute a Contract with a cost of \$15,656.34.

DULY ADOPTED THIS 23RD DAY OF SEPTEMBER, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

23 September 2019

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 Professional Show Design and Fireworks for the City of Fairhope from Zambelli Fireworks with a cost not to exceed \$18,900.00 for the New Year's Eve Firework Show 2019 and the Fourth of July Firework Show 2020. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3515-19

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 Professional Show Design and Fireworks for the City of Fairhope from Zambelli Fireworks with a cost not to exceed \$18,900.00 for the New Year's Eve Firework Show 2019 and the Fourth of July Firework Show 2020.

Adopted on this 23rd day of September, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Substation 15KV Vacuum Circuit Breakers and Regulators for Project EL003-17 Upgrade Fairhope Electric System Substations and Distribution Circuitry to Siemens Industry, for the \$4 million 3-year capital improvement plan to upgrade substations. These 15KV Vacuum Circuit Breakers will not exceed \$157,619.00, and the total Regulators will not exceed \$416,220.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

23 September 2019

RESOLUTION NO. 3516-19

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 Substation 15KV Vacuum Circuit Breakers and Regulators for Project EL003-17 Upgrade Fairhope Electric System Substations and Distribution Circuitry to Siemens Industry, for the \$4 million 3-year capital improvement plan to upgrade substations. These 15KV Vacuum Circuit Breakers will not exceed \$157,619.00, and the total Regulators will not exceed \$416,220.00.

Adopted on this 23rd day of September, 2019

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 Number 029-19 for Citywide Resurfacing & Striping Project to Asphalt Services, Inc. with a total bid proposal of \$406,226.54. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3517-19

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 Citywide Resurfacing & Striping Project for the Public Works Department (Bid Number 029-19) 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:

23 September 2019

Please see attached Bid Tabulation for
 Citywide Resurfacing & Striping Project
 for the Public Works Department

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Services, Inc., with a total bid proposal of \$406,226.54, is now awarded the bid for Citywide Resurfacing & Striping Project for the Public Works Department.

Adopted on this 23rd day of September, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
 City Clerk

CITY OF FAIRHOPE RECOMMENDATION
BID 029-19 Citywide Road Resurfacing Program
BID OPENED: September 10, 2019 - 10:00 a.m.

A.) South Church St - From Fig to Nichols Ave - Approx. 2600 L.F.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	339	\$6.00	\$2,034.00	\$3.82	\$1,294.98	\$10.00	\$3,380.00
2	Milling/Planing Existing Asphalt (1" - 1.5" Deep) (408-A) (Full Width)	SY	6,161	\$5.00	\$30,805.00	\$2.47	\$15,217.67	\$6.00	\$36,966.00
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.5" (185#/SY) Compacted Thickness (424 A) (With 5% Overage)	Ton	534	\$98.00	\$52,332.00	\$107.17	\$57,228.78	\$125.00	\$66,750.00
4	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.49	\$4,500.00	\$2,205.00	\$2,875.00	\$1,408.75	\$5,464.80	\$2,677.75
5	Traffic Control Markings, Class 1, Type A, Stop Bar (703-A)	SF	144	\$25.00	\$3,600.00	\$2.88	\$414.72	\$2.30	\$331.20
Project Sub-Total:					\$90,976.00		\$75,564.90		\$110,114.95
6	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$2,274.40	\$2,274.40	\$1,668.34	\$1,668.34	\$100.00	\$100.00
7	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$4,548.80	\$4,548.80	\$2,516.92	\$2,516.92	\$100.00	\$100.00
Sub-Bid Total:					\$97,799.20		\$79,750.16		\$110,314.95

B.) Jan Drive - From Pathynn Dr to Fairwood Ave - Approx. 1388 L.F.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	186	\$6.00	\$1,116.00	\$3.82	\$710.52	\$10.00	\$1,860.00
2	Milling/Planing Existing Asphalt (1" - 1.5" Deep) (408-A) (Full Width)	SY	3,390	\$5.00	\$16,950.00	\$2.24	\$7,593.60	\$6.00	\$20,340.00
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424 A) (With 5% Overage)	Ton	240	\$105.00	\$25,200.00	\$117.00	\$28,080.00	\$125.00	\$30,000.00

23 September 2019

4	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	64	\$25.00	\$1,600.00	\$2.88	\$184.32	\$8.83	\$552.32
Project Sub-Total:					\$44,866.00		\$36,568.44		\$52,752.32
5	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$1,121.65	\$1,121.65	\$875.00	\$875.00	\$100.00	\$100.00
6	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$2,243.30	\$2,243.30	\$1,750.00	\$1,750.00	\$100.00	\$100.00
Sub-Bid Total:					\$48,230.95		\$39,193.44		\$52,952.32

C.) N. Summit St - from Magnolia Ave to North Dr - Approx. 2320 L.F.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	320	\$6.00	\$1,920.00	\$3.82	\$1,222.40	\$10.00	\$3,200.00
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	240	\$5.00	\$1,200.00	\$25.16	\$6,038.40	\$7.00	\$1,680.00
3	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Edge of Curb/Gutter Line)	SY	24	\$5.00	\$120.00	\$112.18	\$2,692.32	\$16.50	\$396.00
4	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With 10% Overage)	Ton	432	\$98.00	\$42,336.00	\$105.02	\$45,368.64	\$125.00	\$54,000.00
5	Manhole Covers Reset (622-A)	Each	5	\$325.00	\$1,625.00	\$475.07	\$2,375.35	\$406.33	\$2,031.65
6	Gas/Water Valve Reset/Adjustment	Each	2	\$175.00	\$350.00	\$110.33	\$220.66	\$216.64	\$433.28
7	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	32	\$25.00	\$800.00	\$2.88	\$92.16	\$17.25	\$552.00
Project Sub-Total:					\$48,351.00		\$58,009.93		\$62,292.93
8	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$1,208.78	\$1,208.78	\$1,450.00	\$1,450.00	\$100.00	\$100.00
9	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$2,417.55	\$2,417.55	\$2,720.00	\$2,720.00	\$100.00	\$100.00
Sub-Bid Total:					\$51,977.33		\$62,179.93		\$62,492.93

D.) S. Bayview St. - Fels to Fairhope Ave - Approx. 973 L.F.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT

1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	158	\$6.00	\$948.00	\$3.82	\$603.56	\$10.00	\$1,580.00
2	Milling/Planing Existing Asphalt (1" - 1.5" Deep) (408-A) (Full Width)	SY	1,604	\$5.00	\$8,020.00	\$4.74	\$7,602.96	\$6.50	\$10,426.00
3	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In)	SY	146	\$5.00	\$730.00	\$18.44	\$2,692.24	\$11.00	\$1,606.00
4	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With 10% Overage)	Ton	214	\$105.00	\$22,470.00	\$133.00	\$28,462.00	\$125.00	\$26,750.00
5	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.08	\$15,000.00	\$1,200.00	\$2,875.00	\$230.00	\$9,108.00	\$728.84
6	Traffic Control Markings, Class1, Type A, Stop Bar & Pedestrian Delineator (703-A)	SF	64	\$15.00	\$960.00	\$2.88	\$184.32	\$2.30	\$147.20
7	Solid White, Class 1, Type A, Traffic Stripe, 5" Wide (701-A) (On Street Parking)	MI	0.1	\$9,500.00	\$950.00	\$5,750.00	\$575.00	\$6,072.00	\$607.20
8	Manhole Covers Reset (622-A)	Each	1	\$325.00	\$325.00	\$475.06	\$475.06	\$406.12	\$406.12
9	Solid Yellow, Class 1, Type A, Traffic Stripe, 5" Wide (701-A) (Angled Chevron Striping)	SF	368	\$12.00	\$4,416.00	\$2.88	\$1,059.84	\$2.30	\$846.40
Project Sub-Total:					\$40,019.00		\$41,884.98		\$43,097.56
10	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$1,000.48	\$1,000.48	\$1,025.00	\$1,025.00	\$100.00	\$100.00
11	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$2,000.95	\$2,000.95	\$2,059.00	\$2,059.00	\$100.00	\$100.00
Sub-Bid Total:					\$43,020.43		\$44,968.98		\$43,297.56

E.) S. Summit St. - Morphy to Fairhope Ave - Approx. 1106 L.F.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	289	\$6.00	\$1,734.00	\$3.82	\$1,103.98	\$10.00	\$2,890.00
2	Milling/Planing Existing Asphalt (1" - 1.25" Deep) (408-A) (Full Width)	SY	2,419	\$5.00	\$12,095.00	\$5.25	\$12,699.75	\$6.00	\$14,514.00
3	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Edge & Tie-In)	SY	141	\$5.00	\$705.00	\$23.87	\$3,365.67	\$15.00	\$2,115.00

23 September 2019

4	Asphalt Leveling Course - Bituminous Concrete Leveling (424-C)	Ton	26	\$125.00	\$3,250.00	\$225.27	\$5,857.02	\$200.00	\$5,200.00
5	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424 A) (With 5% Overage)	Ton	373	\$98.00	\$36,554.00	\$107.58	\$40,127.34	\$125.00	\$46,625.00
6	Remove and Reset Wheel Stops (Parking Bumpers) - 13 Total	LS	1	\$500.00	\$500.00	\$1,753.49	\$1,753.49	\$354.83	\$354.83
7	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.2	\$5,500.00	\$1,100.00	\$2,875.00	\$575.00	\$5,484.80	\$1,092.96
8	Solid White, Class 1, Type A, Traffic Stripe, 5" Wide (701-A) (On Street Parking)	MI	0.35	\$5,500.00	\$1,925.00	\$5,750.00	\$2,012.50	\$2,428.80	\$850.08
9	Solid Yellow (Single Line - Block Out), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.05	\$10,000.00	\$500.00	\$1,437.80	\$71.88	\$6,072.00	\$303.60
10	Solid Yellow, Class 1, Type A, Traffic Stripe, 5" Wide (701-A) (Angled Chevron Striping)	SF	155	\$12.00	\$1,860.00	\$2.88	\$446.40	\$2.30	\$356.50
11	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	64	\$25.00	\$1,600.00	\$2.88	\$184.32	\$2.30	\$147.20
Project Sub-Total:					\$61,823.00		\$68,197.35		\$74,449.17
12	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$1,502.23	\$1,502.23	\$1,688.34	\$1,688.34	\$100.00	\$100.00
13	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$3,004.45	\$3,004.45	\$2,070.22	\$2,070.22	\$100.00	\$100.00
Sub-Bid Total:					\$66,329.68		\$71,935.91		\$74,649.17

F.) N. Summit St. - Fairhope to Magnolia Ave - Approx. 474 L.F.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.08 Gal/SY	GAL	93	\$6.00	\$558.00	\$3.82	\$355.26	\$10.00	\$930.00
2	Milling/Planing Existing Asphalt (1" - 1.25" Deep) (408-A) (Full Width)	SY	1,693	\$5.00	\$8,465.00	\$4.49	\$7,601.57	\$6.00	\$10,158.00
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424 A) (With 5% Overage)	Ton	120	\$110.00	\$13,200.00	\$157.50	\$18,900.00	\$125.00	\$15,000.00

4	Gas/Water Valve Reset/Adjustment	Each	4	\$175.00	\$700.00	\$110.34	\$441.36	\$216.50	\$866.00
5	Solid Yellow (Double), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.08	\$7,500.00	\$600.00	\$2,875.00	\$230.00	\$9,108.00	\$728.64
6	Solid White, Class 1, Type A, Traffic Stripe, 5" Wide (701-A) (On Street Parking)	MI	0.12	\$6,500.00	\$780.00	\$5,750.00	\$690.00	\$6,072.00	\$728.64
7	Solid Yellow (Single Line - Block Out), Class 1, Type A, Traffic Stripe, 5" Wide (701-A)	MI	0.07	\$6,500.00	\$455.00	\$1,437.57	\$100.63	\$6,072.00	\$425.04
8	Blue, Class 1, Type A, Traffic Stripe and Legends (701-A) - Handicapped Parking - One Car	Mi	0.01	\$13,500.00	\$135.00	\$28,750.00	\$287.50	\$11,822.00	\$118.22
9	Traffic Control Markings, Class1, Type A, Stop Bar & Pedestrian Delineator (703-A)	SF	144	\$25.00	\$3,600.00	\$2.88	\$414.72	\$2.30	\$331.20
Project Sub-Total:					\$28,493.00		\$29,321.03		\$29,285.74
10	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$712.33	\$712.33	\$670.00	\$670.00	\$100.00	\$100.00
11	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$1,424.65	\$1,424.65	\$1,340.00	\$1,340.00	\$100.00	\$100.00
Sub-Bid Total:					\$30,629.98		\$31,031.03		\$29,485.74

G.) Simon St @ Edwards Ave - Entrance Apron - Approx. 105 S.Y.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.08 Gal/SY	GAL	6	\$6.00	\$36.00	\$3.82	\$22.92	\$10.00	\$60.00
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In/Apron)	SY	105	\$5.00	\$525.00	\$32.05	\$3,365.25	\$15.50	\$1,627.50
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424 A) (With 10% Overage)	Ton	10	\$300.00	\$3,000.00	\$980.00	\$9,800.00	\$345.27	\$3,452.70
4	Traffic Control Markings, Class1, Type A, Stop Bar (703-A)	SF	16	\$25.00	\$400.00	\$2.88	\$46.08	\$34.50	\$552.00
Project Sub-Total:					\$3,961.00		\$13,234.25		\$5,692.20
5	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$99.03	\$99.03	\$262.00	\$262.00	\$100.00	\$100.00

23 September 2019

6	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$198.05	\$198.05	\$525.00	\$525.00	\$100.00	\$100.00
Sub-Bid Total:					\$4,258.08		\$14,021.25		\$5,892.20

H.) Bishop Rd @ Morphy Ave - Entrance Apron - Approx. 140 S.Y.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	8	\$6.00	\$48.00	\$3.82	\$30.56	\$5.40	\$43.20
2	Milling/Planing Existing Asphalt (1" Deep) (408-A) (Tie-In/Apron)	SY	140	\$5.00	\$700.00	\$24.78	\$3,469.20	\$11.50	\$1,610.00
	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With 10% Overage)	Ton	13	\$125.00	\$1,625.00	\$775.00	\$10,075.00	\$285.00	\$3,705.00
3	Traffic Control Markings, Class 1, Type A, Stop Bar & Pedestrian Deflector (703-A)	SF	52	\$20.00	\$1,040.00	\$2.88	\$149.76	\$10.64	\$553.28
Project Sub-Total:					\$3,413.00		\$13,724.52		\$5,911.48
4	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$85.33	\$85.33	\$270.00	\$270.00	\$100.00	\$100.00
5	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$170.65	\$170.65	\$545.00	\$545.00	\$100.00	\$100.00
Sub-Bid Total:					\$3,668.98		\$14,539.52		\$6,111.48

I.) Fairhope Soccer Complex - New Service Road - Approx. 466 L.F.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Roadbed Processing - CRUSHED AGGREGATE BASE COURSE (825 - B), PLANT MIXED, 3" COMPACTED THICKNESS SHALL MEET ASTM D 698, 98% COMPACTION (SYIP) (301 - A)	SY	715	\$14.00	\$10,010.00	\$14.75	\$10,546.25	\$14.56	\$10,410.40
2	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With 10% Overage)	Ton	63	\$140.00	\$8,820.00	\$220.00	\$13,860.00	\$125.00	\$7,875.00

Project Sub-Total:					\$18,830.00		\$24,406.25		\$18,285.40
3	Traffic Control (Max. 2.5% of Sub-Total)	LS	0	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	\$100.00
4	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$941.50	\$941.50	\$1,180.00	\$1,180.00	\$100.00	\$100.00
Sub-Bid Total:					\$19,771.50		\$25,586.25		\$18,485.40

J.) Commercial Park Alley - Middle St to Nichols Ave - Approx. 906 L.F.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	89	\$6.00	\$534.00	\$3.82	\$339.98	\$10.00	\$890.00
2	Asphalt Leveling Course - Bituminous Concrete Leveling (424-C) - leveling, patching and repair of potholes shall be a subsidiary coast of the pay quantity	Ton	52	\$92.00	\$4,784.00	\$152.03	\$7,905.56	\$230.00	\$11,960.00
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With 5% Overage)	Ton	115	\$125.00	\$14,375.00	\$158.00	\$18,170.00	\$125.00	\$14,375.00
Project Sub-Total:					\$19,693.00		\$26,415.54		\$27,225.00
4	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$492.33	\$492.33	\$626.00	\$626.00	\$100.00	\$100.00
5	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$984.65	\$984.65	\$1,252.00	\$1,252.00	\$100.00	\$100.00
Sub-Bid Total:					\$21,169.98		\$28,293.54		\$27,425.00

K.) Alley's West & East - Paving of Gravel Surface - Approx. 1978 L.F.				Asphalt Services		John G. Walton		HCL Contracting	
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT

23 September 2019

1	Roadbed Processing - CRUSHED AGGREGATE BASE COURSE (825-B). PLANT MIXED, 3" COMPACTED THICKNESS SHALL MEET ASTM D 698, 98% COMPACTION (SYIP) (301-A)	SY	1,695	\$16.00	\$27,120.00	\$15.99	\$27,103.05	\$10.69	\$18,119.55
2	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With 10% Overage)	Ton	147	\$140.00	\$20,580.00	\$189.40	\$27,841.80	\$125.00	\$18,375.00
Project Sub-Total:					\$47,700.00		\$54,944.85		\$36,494.55
3	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$1,192.50	\$1,192.50	\$1,373.00	\$1,373.00	\$100.00	\$100.00
4	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$2,385.00	\$2,385.00	\$2,150.00	\$2,150.00	\$100.00	\$100.00
Sub-Bid Total:					\$51,277.50		\$58,467.85		\$36,694.55

L.) Gayfer Court Alley - Paving of Gravel Surface - Approx. 139 L.F.				Asphalt Services		John G. Walton		HCL Contracting		
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID	AMOUNT
1	Roadbed Processing - CRUSHED AGGREGATE BASE COURSE (825-B). PLANT MIXED, 3" COMPACTED THICKNESS SHALL MEET ASTM D 698, 98% COMPACTION (SYIP) (301-A)	SY	225	\$22.00	\$4,950.00	\$26.70	\$6,007.50	\$21.16		\$4,761.00
2	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.5" (165#/SY) Compacted Thickness (424-A) (With 10% Overage)	Ton	20	\$160.00	\$3,200.00	\$578.00	\$11,560.00	\$200.00		\$4,000.00
Project Sub-Total:					\$8,150.00		\$17,567.50			\$8,761.00
3	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$203.75	\$203.75	\$393.00	\$393.00	\$100.00		\$100.00
4	Mobilization/Demobilization (800-A) (Max. 5.0% of Sub-Total)	LS	1	\$407.50	\$407.50	\$787.00	\$787.00	\$100.00		\$100.00
Sub-Bid Total:					\$8,761.25		\$18,747.50			\$8,961.00

M.) South Church Street Extension - Approx. 448 L.F.				Asphalt Services		John G. Walton		HCL Contracting		
ITEM #	DESCRIPTION	UNIT	QTY	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID AMOUNT	UNIT PRICE	BID	AMOUNT
1	Tack Coat - (405-A) 0.05-0.06 Gal/SY	GAL	34	\$6.00	\$204.00	\$3.82	\$129.88	\$10.00		\$340.00
2	Asphalt Leveling Course - Bituminous Concrete Leveling (424-C) - leveling, patching and repair of potholes shall be a subsidiary coast of the pay quantity	Ton	25	\$105.00	\$2,625.00	\$230.99	\$5,774.75	\$180.00		\$4,500.00
3	Asphalt Wearing - Bituminous Concrete Wearing Surface, 1.25" (135#/SY) Compacted Thickness (424-A) (With 5% Overage)	Ton	44	\$160.00	\$7,040.00	\$192.00	\$8,448.00	\$137.00		\$6,028.00
Project Sub-Total:					\$9,869.00		\$14,352.63			\$10,868.00
4	Traffic Control (Max. 2.5% of Sub-Total)	LS	1	\$246.73	\$246.73	\$336.00	\$336.00	\$100.00		\$100.00
5	Mobilization/Demobilization (600-A) (Max. 5.0% of Sub-Total)	LS	1	\$493.45	\$493.45	\$673.00	\$673.00	\$100.00		\$100.00
Sub-Bid Total:					\$10,609.18		\$15,361.63			\$11,068.00

PROJECT BID SUMMARY		ASPHALT SERVICES
ITEM #	DESCRIPTION	BID AMOUNT
A.)	South Church St - From Fig to Nichols Ave - Approx. 2600 L.F.	\$97,799.20
B.)	Jan Drive - From Patlynn Dr to Fairwood Ave - Approx. 1388 L.F.	\$48,230.95
C.)	N. Summit St - from Magnolia Ave to North Dr - Approx. 2320 L.F.	\$51,977.33
D.)	S. Bayview St. - Fels to Fairhope Ave - Approx. 973 L.F.	\$43,020.43
E.)	S. Summit St. - Morphy to Fairhope Ave - Approx. 1106 L.F.	\$66,329.68
F.)	N. Summit St. - Fairhope to Magnolia Ave - Approx. 474 L.F.	\$30,629.98
G.)	Simon St @ Edwards Ave - Entrance Apron - Approx. 105 S.Y.	\$4,258.08
H.)	Bishop Rd @ Morphy Ave - Entrance Apron - Approx. 140 S.Y.	\$3,868.98
I.)	Fairhope Soccer Complex - New Service Road - Approx. 465 L.F.	\$19,771.50
J.)	Commercial Park Alley - Middle St to Nichols Ave - Approx. 906 L.F.	\$21,189.98
K.)	Alley's West & East - Paving of Gravel Surface - Approx. 1978 L.F.	\$51,277.50
L.)	Gayfer Court Alley - Paving of Gravel Surface - Approx. 139 L.F.	\$8,761.25

JOHN G. WALTON
BID AMOUNT
\$79,750.18
\$39,193.44
\$82,179.93
\$44,968.98
\$71,935.91
\$31,031.03
\$14,021.25
\$14,539.52
\$25,586.25
\$28,293.54
\$58,467.85
\$18,747.50

HCL CONTRACTING
BID AMOUNT
\$110,314.95
\$52,952.32
\$62,482.93
\$43,297.56
\$74,649.17
\$29,485.74
\$5,892.20
\$8,111.48
\$18,485.40
\$27,425.00
\$36,694.55
\$8,961.00

23 September 2019

M.)	South Church Street Extension - Approx. 448 L.F.	\$10,609.18	\$15,361.63	\$11,068.00
Combined Bid Total:		\$457,504.04	\$504,077.00	\$487,830.30

**Additive Alternate
Upcharge Pricing for Striping and Markings**

ITEM DESCRIPTION	QTY (From Plans)	ASPHALT SERVICES		JOHN G WALTON		HCL CONTRACTING	
		Increase in Cost/Unit Price		Increase in Cost/Unit Price		Increase in Cost/Unit Price	
		Class 1H, Type A (High Build)	Class 2, Type A (Thermoplastic)	Class 1H, Type A (High Build)	Class 2, Type A (Thermoplastic)	Class 1H, Type A (High Build)	Class 2, Type A (Thermoplastic)
Solid Yellow (Double) Traffic Stripe, 5" Wide (701-A)	0.85 Mi	\$5,500.00	\$7,000.00	\$1,200.00	\$4,200.00	\$0.00	\$10,000.00
White Traffic Control Marking (Stop Bars/Ped X-ing) (703-A)	580 SF	\$12.00	\$14.00	\$1.20	\$3.00	\$0.00	\$5,000.00
Solid White T.S., 5" Wide (701-A) (On Street Parking)	0.57 Mi	\$5,000.00	\$6,500.00	\$1,200.00	\$6,672.00	\$0.00	\$10,000.00
Solid Yellow T.S., 5" Wide (701-A) (Angled Chevron Striping)	523 SF	\$12.00	\$14.00	\$1.20	\$3.00	\$0.00	\$50,000.00
Solid Yellow (Single Line - Block Out) T.S., 5" Wide (701-A)	0.12 Mi	\$6,000.00	\$8,000.00	\$1,200.00	\$6,672.00	\$0.00	\$10,000.00

ADDITIONAL BIDDERS SOLICITED

HO Weaver and Sons, Inc
Mobile Asphalt Company, LLC
American Asphalt, Inc
Sycamore Construction, Inc

Kelly's Welding & Excavation
Roadway Management Inc
Baldwin Road Builders
Roads Inc Of NWF

C&D Construction
Batchelor Paving, Inc
SJ&L, Inc.
R&S Paving & Grading, Inc

Warren Construction Company, LLC
Bill Patterson Construction, Inc
Ammons & Blackmon Construction

Recommendation: Asphalt Services, Inc.

To the best of my knowledge this is an accurate bid tabulation.


Richard D. Johnson, PE
Public Works Director


Dolores A. Brandt
Purchasing Manager

Items in red have been changed to reflect what was written on the bid response forms by the corresponding vendor.

Cell F81 - \$1734.00 not included in total resulting in shortage in overall bid total
Cell H88 - Calculated total is \$29,021.04, resulting in a one cent shortage in overall bid total
Cell I120 - Quantity requested was 0, result is \$100 overage in overall bid total

23 September 2019

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:04 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



MAYOR REPORT

September 23, 2019

Thank you for our 26,000th Facebook



City of Fairhope ✓
@CityofFairhope

- Home
- Events
- Posts
- About
- Reviews
- Videos
- Photos
- Community



Like Following Share ...

Send Message

Upcoming Events

4.7 4.7 out of 5 Based on the opinion of 183 people

Community [See All](#)

Invite your friends to like this Page

26,000 people like this

FAIRHOPE

This term we significantly increased the City's interaction with our citizens through multiple FB accounts,

First Day of Autumn is Today!

FAIRHOPE

OUTDOOR FALL  FARMERS MARKET

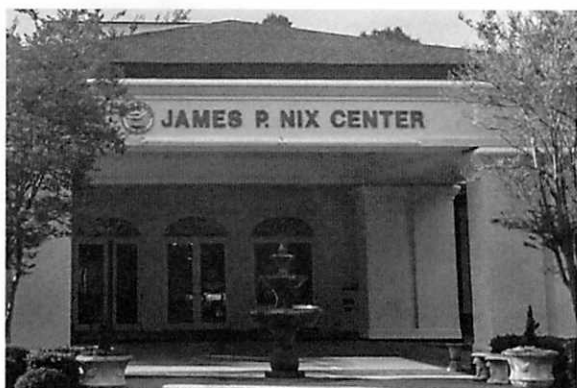
BUY FRESH + BUY LOCAL

Starts This Thursday,
September 26th, 3-6pm

Farmer's Market begins Thursday, September 26th for the fall season.

Behind the Fairhope Public Library

With fall in full swing, there are so many delicious and healthy foods in season—greens, herbs, sweet potatoes, the list goes on. Residents can enjoy live music, a variety of vegetables and produce, and leave with a fresh bouquet of flowers. Fairhope Public Library Youth Services invites the kids to come out each week for activities at 4 p.m.



this
WEEKS EVENTS

Wed, 9-25 at 1pm

Bingo

Thur, 9-26 at 10:30am

Karaoke

Fri, 9- 27 10am

Financial Friday

Nix Center will be hosting a Health Fair on October 3rd. Also, their Fall Fashion Show will be held on October 16th. Call the Center for details on these events and others.

The Nix Center is a hub of activity!

Coming up this week at the James P Nix Center:

Wednesday September 25 at 1:00 - Bingo

Thursday September 26 at 10:30 - Sing

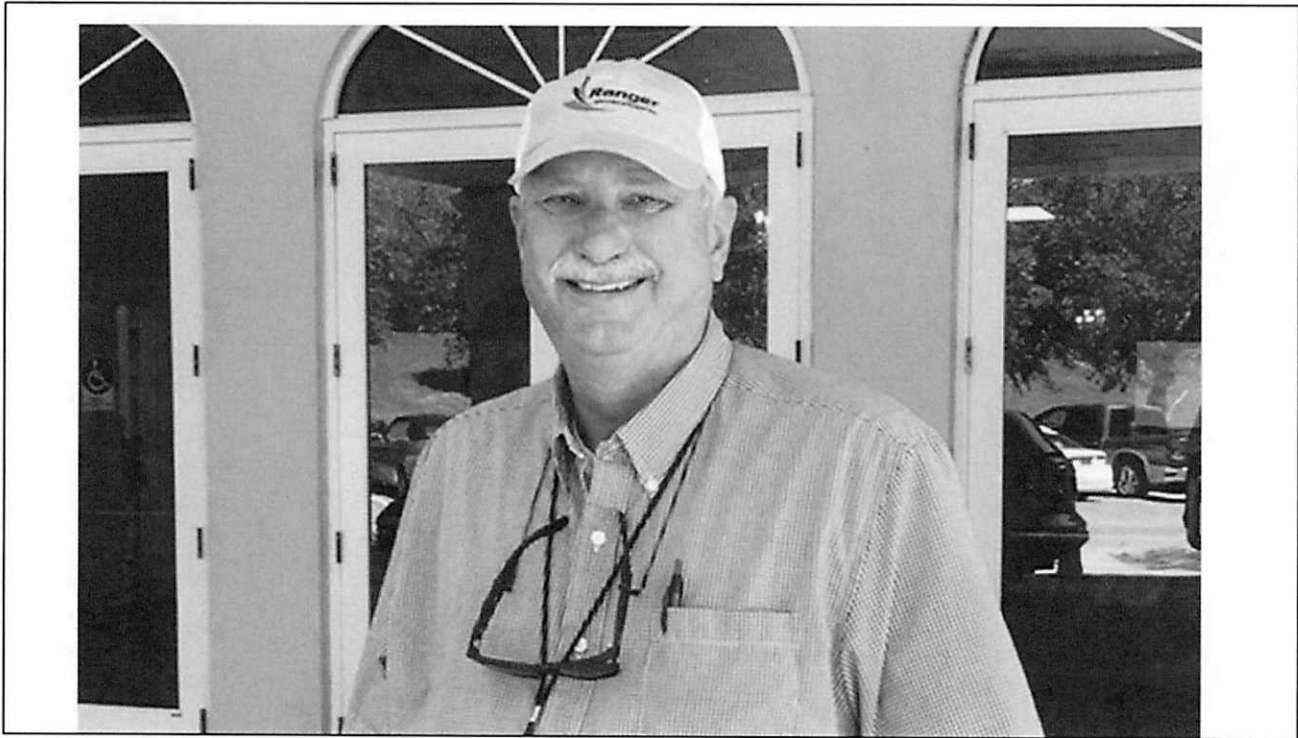
Along/Karaoke

Friday September 27 at 10:00 - Financial Friday



The museum is finding new ways to get out history to our visitors and residents alike. New tours are being made available targeting home-schooled children and conference attendees from the The Grand.

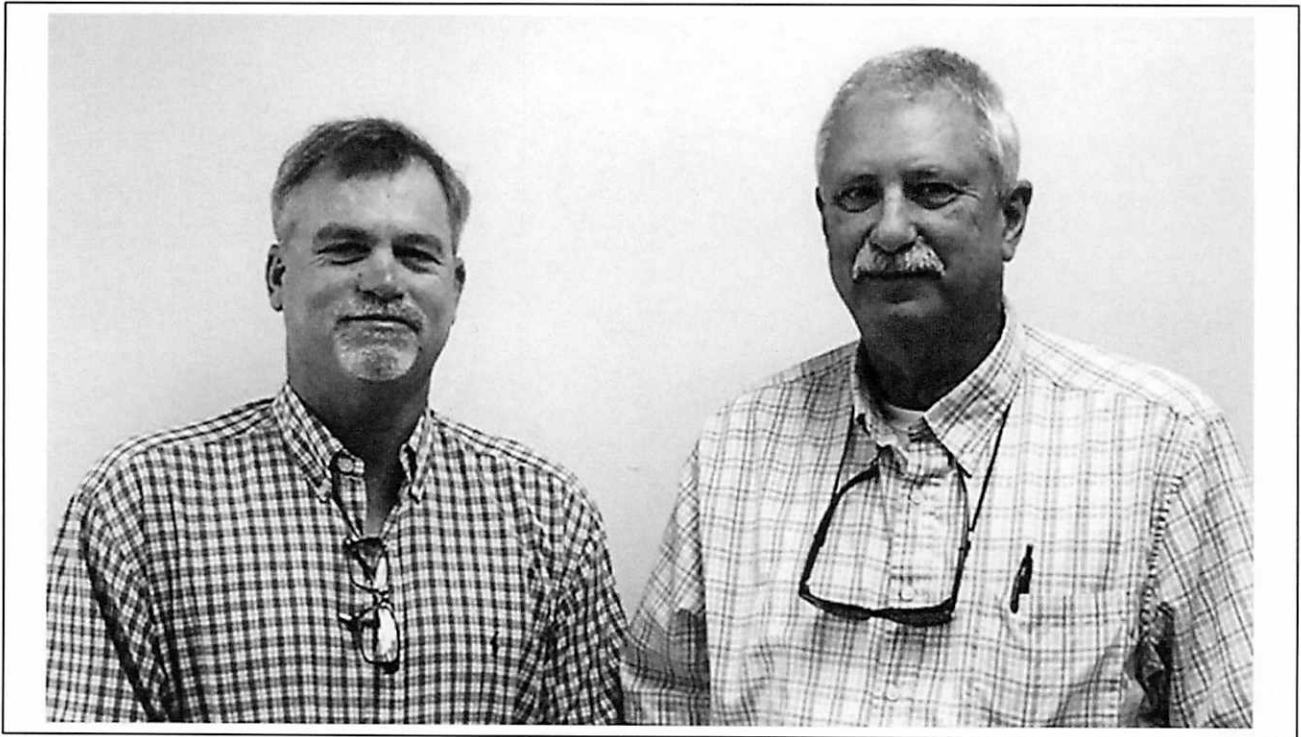
The first of these new brand of tours will be Rhodes Scholars. Please LIKE the Fairhope Museum of History's FB page to keep up-to-date on what's happening.



It is with the best wishes that we say goodbye to Tom Kuhl this week as he retires.

Tom has been with the city for 20 years and is personally responsible for taking our Parks & Rec department to its current heights and terrific level of service for our community.

Last Friday, Tom has attended over 100 Fairhope Pirate football games! He is a presence that will be missed. Tom, we all congratulate you on this next chapter of your life!!



And we are thrilled to welcome one of our own, Pat White, as the new Director of Parks and Recreation. White has spent a total of 7.5 years with the City. After a five-year stint in the early 1990s, he rejoined the Parks and Recreation Department as a crew leader, supervising department staff and making improvements thanks to his extensive ah-gron-amy experience.

White's background includes 10 seasons in minor league baseball with the Birmingham Barons and Mobile Bay Bears. He has also served as Parks Director for the City of Daphne, a turf au-gron-amy instructor at Coastal Alabama Community College and an 8-yr member of the Alabama Turf Grass Association where he has served as a director as well as president.

He is responsible for the City of Fairhope's success in our 92% organic soil use with a 100% goal. He will assume Tom's duties on October 1st.

Let's please welcome Pat White.



Saturday, citizens came out to participate in the 32nd Alabama Coastal Clean Up. My husband and I hit the motherload near Mary Ann Beach Park on Hwy 1.

Keeping our coast clean is a daily effort though. The City of Fairhope knows that our greatest asset is Mobile Bay and the many streams and creeks in our watershed that feed it.

We take water quality very seriously and are committed to a healthy Bay in which to safely recreate and fish and in which our sea life can flourish. I encourage you to read where we are on

progress from the front page of our website under
FAQ **“How is Fairhope addressing water quality and Mobile Bay?”**

Item # 5 Tonight's Agenda:

Mayor's Veto of Ordinance No. 1659, An Ordinance to establish Monthly Salary for the Mayor and Councilmembers; City of Fairhope Code of Ordinances (Section 2-21).

Section 4 of the ordinance, "The Mayor and members of the City Council will have the option of participating in City of Fairhope's **Group Health Insurance Plan: Option 1 with no monthly payment.**

We have a very short council meeting tonight which is refreshing!
There is an important agenda item that will be addressed tonight, item 5 regarding my veto of the Ordinance to Establish Monthly Salary for the Mayor and Councilmembers which passed last council meeting.

In the back of the council chambers, you will find an updated Budget Presentation which includes the details on the last two pages.

The main issues I had with this ordinance is the Option to participate in Plan I with no monthly payment. This lacks transparency and now that it's been communicated what this Plan really includes should be addressed.

This plan perpetuates FREE FAMILY INSURANCE which is no longer available to new hires as of 2017 when I encouraged Council to change this financially unsustainable health package for taxpayers.

- Lacks transparency
- Decision does not have to be made until 2/25/2021
- Free Family Insurance ensures 100% participation.
- Only argument is, "It's always been done this way."
- Mayor and Council are service positions.
- Not fair to taxpayers
- Wait for Auburn University Study Comp Comparison
- **BIGGEST SAVINGS is Plan II influences a spouse to keep their own health insurance.**

The City now has a premium employees pay for family insurance and is a very competitive rate.

This most important part of this change is it eliminates the 100% participation when there is a premium and increases the likelihood of spouses keeping their own employer's health insurance benefit. That is the real savings, not the the comparison of annual cost

Serving as a council member is a part-time job. The city of Farihope does not and never has offered insurance to part-time employees.

Elected officials are service positions. Just because "It's always been done this way" is the same mentality that has prevented this administration from moving forward on many positive changes in an effort to do better.

Since Auburn University has been hired and begun updating our compensation study for employees and elected officials, I've asked Council to wait until this is completed. Even if the whole study is

not completed, we can have them complete elected officials by Feb

We can no longer afford to do things just because it's always been done this way. Voting for a benefit that is better than what new hires receive is no different than Congress! Taxpayers deserve better.

|



This year we started a partnership with Thomas Hospital for our employees to participate in iHealthy. In 2020 we are proposing the wellness program as an incentive to keep the “premium” health insurance package at the set low price. Many municipalities are moving to this type of program for the many benefits to all.

These programs:

- 1) Improve Employee Health Behaviors
- 2) Reduce Elevated Health Risks
- 3) Reduce Health Care Costs for taxpayers
- 4) Improve Productivity
- 5) Decrease Absenteeism
- 6) Can Help Improve Employee Recruitment and Retention
- 7) Build and Help Sustain High Employee Morale

That is all

Monday, 23 September 2019
Page -2-

There being no further business to come before the City Council, the meeting was duly adjourned at 5:59 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



Memorandum

From: Richard D. Johnson, P.E., Public Works Director
To: Honorable Karin Wilson, Mayor
CC: Lynn Maser; Nancy Bell; Jill Cabaniss; HR; PW Supervisors; File
Date: June 19, 2018
Subject: Fairhope Public Works – After Hours & Weekend On-Call/Standby Staffing and Compensation

Mayor Wilson:

Per your request the Public Works has completed a proposal to meet the after hour and weekend on-call/standby staffing needed to insure good operations and services by the City. Public Works is generally a Monday – Friday, 7:00 am – 4:00 pm operation. We do employee offset (Wednesday – Sunday) sanitation staffing that can handle minor Public Works service requests and responses on weekends during daytime hours. However, there is a need for assigned staffing to be available for after hours and weekend emergency Public Works services.

On-Call/Standby PW Teams:

We have designated five (5) Public Works on-call/standby teams that are comprised of a director or supervisor teamed with an experienced hourly Public Works employee. These teams will be assigned on a five-week rotation. Team leaders and their Public Works staffer are:

<u>Supervisor</u>	<u>Experienced Operator</u>
1. Richard Johnson	Bruce Jensen
2. Arthur Bosarge	Delon Wasp
3. Dale Linder	Adam Pope
4. Paul Merchant	BC Bishop
5. George Ladd	Tim Hunt

On-Call/Standby assignment weeks will run Mondays at 7:00 am to Monday at 7:00 am, unless there is a Monday Holiday and it will roll to Tuesday at 7:00 am. Facility Maintenance has been omitted from this service assignment since they are always on-call because of the nature of their work.

PW Teams Responsibilities:

When a PW Team is on-call/standby for their assigned week these protocols apply:

1. They must remain within the area – no more than 25 miles from the City center
2. They may not schedule any leave during their assigned weeks
3. They must be available by cell, text and/or hardline phone 24/7
4. They may not partake in the consumption of alcoholic beverages
5. Failure to respond to calls during the assignment may result in disciplinary action

Team members may swap assigned weeks by prior mutual consent and approval by the Director or Assistant Director.

Compensation:

By being assigned on this five-week rotation each team member is effectively losing the right to plan any firm family activities 10 weekends per year. This is a punitive assignment, there must be equitable compensation. For the assigned experience operators, they should be compensated with 4 hours of on-call/standby pay for each weekend day (8 hours total). If they work an on-call/standby week with no call ins in addition to working their normal PW Shift, there pay for that week should be 48 hours of straight time. If called-in, then that time is offset by actual work hours that would be calculated most likely as overtime.

The supervisor level team members are Exempt Salary Employees and there is no mechanism or right to paid compensation. For their service, I propose comp time. We would allow ½ day for every weekend assigned on-call/standby. I would recommend this time be cumulative and must be used by the end of the calendar year. This would result in 40 hours of flexible comp time for the year.

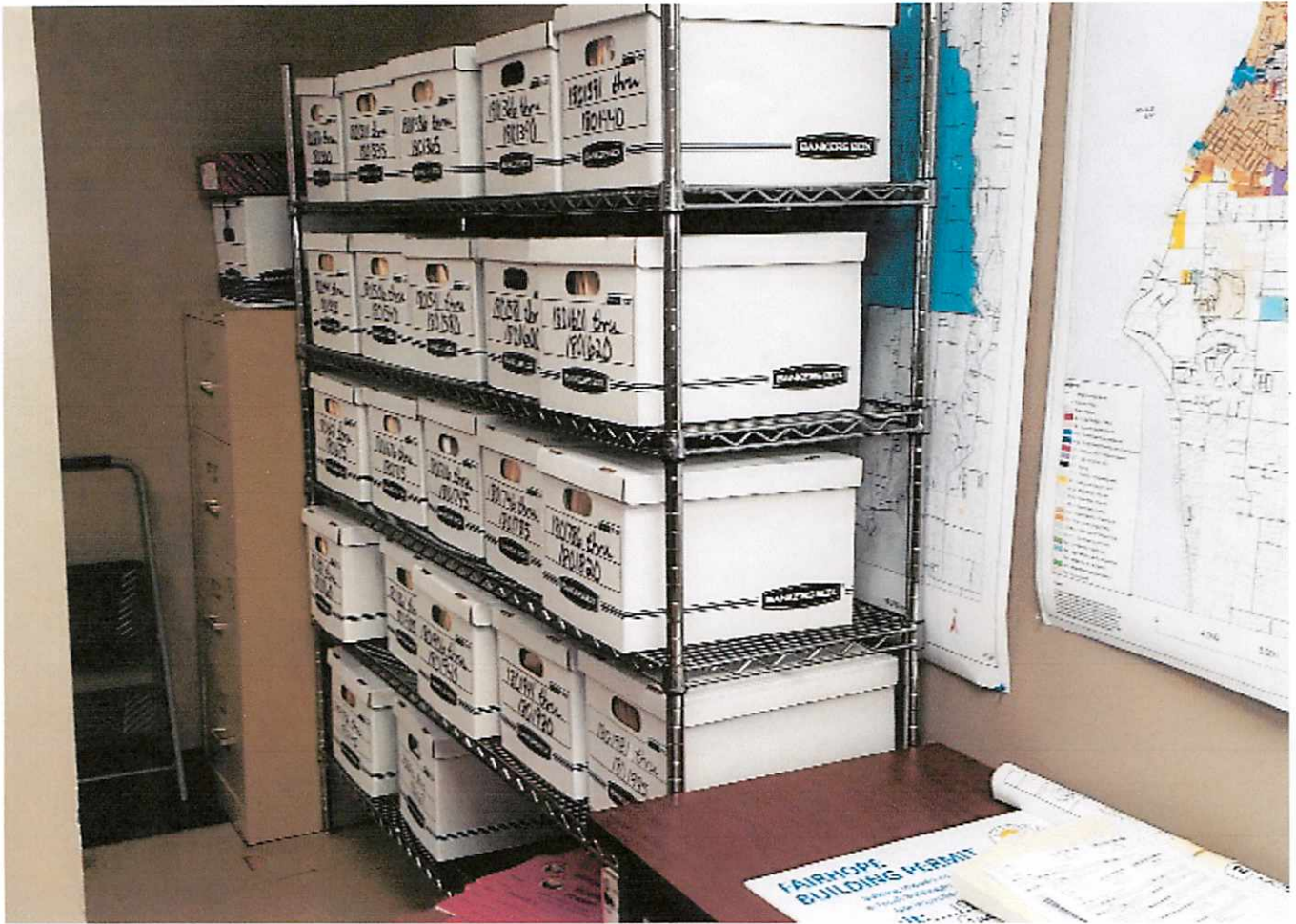
PW On-Call/Standby S.O.P.'s

1. Public Works would provide Administration, PD Dispatch, and Utilities with an advance schedule for the calendar year.
2. Every Monday morning an email will be sent to Administration, PD Dispatch, and Utilities confirming the team assigned for the week (in case of change or swap).
3. For each team member the following will be provided: cell numbers, hardline phone number, spouses number (if applicable) and the availability of receiving texts.
4. The protocol for the entity (Administration, PD Dispatch, and/or Utilities) requesting Public Works on-call/standby afterhours and weekend services shall be:
 - a. Call the Supervisor's designated number – in sequence provided, if the supervisor does not respond:
 - b. Call the Experienced Operator's number - in sequence provided, if the Experience Operator does not respond:
 - c. Call the Director followed by the Assistant Director, if there is no response:
 - d. Call non-assigned Supervisors on the list.
5. There will be provided opportunities for other experienced operators to join the rotation, this will be managed by performance, experience, aptitude and attitude.

I hope this covers Public Works proposed coverage of afterhours and weekend on-call/standby services. If you have any questions or need additional information, do not hesitate to contact me.







GENERAL GOVT BUDGET VS ACTUAL ANALYSIS FOR 2020

	2016	2017	2018	2019	2020	△ from '17-'19	
REVENUES							
General Govt. Budget	\$24,043,399	\$26,940,979	\$27,245,572	\$29,434,005	\$30,734,433	\$2,493,026	9.25%
General Govt. Actual	\$24,016,381	\$27,156,545	\$27,246,000	\$28,651,162		\$1,494,617	5.50%
DIFFERENCE	-\$27,018	\$215,566	\$428	-\$782,843			
EXPENSES							
General Govt. Budget	\$24,219,413	\$23,688,861	\$25,320,695	\$27,736,483	\$29,938,702	\$4,047,622	17.09%
General Govt. Actual	\$23,474,490	\$21,976,689	\$25,448,159	\$25,411,886		\$3,435,197	15.63%
DIFFERENCE	-\$744,923	-\$1,712,172	\$127,464	-\$2,324,597			
Expense vs Revenue Budget	-\$176,014	\$3,252,118	\$1,924,877	\$1,697,522	\$795,731		
Expense vs Revenue Actual	\$541,891	\$5,179,856	\$1,797,841	\$3,239,276			

Department Trends 2017-2020 (adjusted for Cap. Purchases and Improvements)

	Actual		Budgeted		△	from '17-'20	Increase
	2017	2018	2019	2020			
Police Department	\$5,001,417	\$5,606,688	\$6,439,101	\$6,982,773		\$1,981,356	39.62%
Salaries	\$3,028,151	\$3,195,469	\$3,629,613	\$3,952,370		\$924,219	30.52%
Fire Department	\$393,773	\$511,335	\$627,375	\$525,013		\$131,240	33.33%
Salaries	\$139,969	\$143,660	\$151,467	\$155,350		\$15,381	10.99%
Economic & Community	\$934,546	\$1,219,386	\$985,778	\$926,685		-\$7,861	-0.84%
Salaries	\$164,794	\$134,404	\$149,309	\$128,500		-\$36,294	-22.02%
Civic Center (net loss)	\$100,577	\$223,186	\$132,854	\$215,172		\$114,595	113.94%
Salaries	\$102,928	\$114,407	\$118,113	\$159,000		\$56,072	54.48%
Nix Center (net loss)	\$279,184	\$274,010	\$292,999	\$372,626		\$93,442	33.47%
Salaries	\$152,923	\$157,356	\$169,908	\$184,140		\$31,217	20.41%
Parks and Rec (net loss)	\$1,315,290	\$1,611,033	\$1,796,269	\$2,078,486		\$763,196	58.02%
Salaries	\$914,156	\$1,032,120	\$1,187,667	\$1,319,345		\$405,189	44.32%
Fairhope Docks	\$0	\$2,511	-\$38,480	\$80,345		\$80,345	3199.72%
Salaries	\$0	\$56,034	\$107,342	\$128,180		\$128,180	228.75%
Golf Operations	\$271,102	\$492,387	\$512,135	\$721,111		\$450,009	165.99%
Salaries Clubhouse	\$298,131	\$320,416	\$428,876	\$411,730		\$113,599	38.10%
Salaries Grounds	\$294,967	\$303,511	\$367,755	\$405,995		\$111,028	37.64%
Planning	\$222,946	\$288,372	\$398,267	\$580,828		\$357,882	160.52%
Salaries	\$294,622	\$335,625	\$392,723	\$530,220		\$235,598	79.97%
Building	\$783,618	\$784,626	\$1,146,080	\$593,320		-\$190,298	-24.28%
Salaries	\$360,565	\$417,869	\$480,256	\$499,691		\$139,126	38.59%

City of Fairhope	09/30/2016	8/23/2019	Total Change from 2016 to 2019
<u>General Fund</u>			
Operating Account		933,561.53	
Investment CD - Savings		1,065,146.07	
Reserve-AG Edwards		639,635.07	
Sales Tax Reserve		7,000,000.00	
Prepay debt Sales Tax Reserve (recommend transfe		695,672.83	
Prepaid Cash-Medical Ins		81,697.07	
DEA Checking-Treas		5,456.30	
DEA Checking-DOJ		240.79	
Municipal Capital Improvement		769,190.88	
Correction Fund - Savings		217,602.27	
Equity in Pooled Deposit		426,084.80	
Garbage Customer Dep Reserve		23,282.28	
	14,316,357.04	11,857,569.89	
Capital Projects Fund		1,846,790.31	
Impact Fees Fund	1,405,199.48	3,469,900.11	
<u>Gas Tax Fund</u>			
7 cent & 2% Checking	19040.66	69,373.64	
4 cent & 5% Checking	15366.39	140,598.19	
Total Cash City	15,755,963.57	17,384,232.14	1,628,268.57
<u>UTILITIES</u>			
<u>Gas Fund</u>			
Gas Operating Account		4,873,459.09	
		1,793,222.79	
Reserve-Vision		1,438,387.49	
Equity in Pooled Deposit		93,596.16	
Gas Customer Reserve		581,298.21	
Total Gas	\$3,750,073.59	8,779,963.74	5,029,890.15
<u>Electric Fund</u>			
Electric Operating Account		2,063,131.37	
Equity in Pooled Deposit		1,161,815.21	
Second Utility Reserve		742,590.24	
Special Reserve - Super Fund		779,229.72	
Elec Customer Deposit Res		1,041,838.51	
Emergency Relief Checking		25,303.03	
Total Eelectric	6,274,822.79	5,813,908.08	(460,914.71)
<u>Water & Sewer Fund</u>			
Water/Sewer Operating		5,703,036.86	
Equity in Pooled Deposit		429,245.53	
Second Utility Reserve		556,429.55	
Superfund-Wtr Tap Res 2004		2,049,510.45	
Savings - Sewer Tap Res		811,598.63	
Total Water/Sewer	4,620,183.26	9,549,821.02	4,929,637.76
Total Cash Utilities	14,645,079.64	24,143,692.84	9,498,613.20
Total Cash City & Utilities	30,401,043.21	41,527,924.98	11,126,881.77

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, 23 September 2019.

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

Due to the Work Session Agenda Items needing more time for an extensive
discussion, the Agenda Meeting was not held.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

STATE OF ALABAMA) (
 :
COUNTY OF BALDWIN) (
 :

The City Council met in a Special Budget Work Session at 5:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 30 September 2019.

Present were Council President Jack Burrell, Councilmembers: Jimmy Conyers, Robert Brown, and Kevin Boone (arrived at 5:09 p.m.), Mayor Karin Wilson, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks. Councilmember Jay Robinson was absent.

Council President Burrell called the meeting to order at 5:00 p.m.

The following topics were discussed:

- Budget Discussion – Public Works Department – Public Works Director Richard Johnson continued with his review of the proposed budget. Mr. Johnson mentioned the need for a Safety Coordinator with a \$50,000.00 salary. He mentioned several cuts: flowers and streets and landscape supplies; and landfill costs. After further discussion, the council had no edits, but would leave open for further review.

Mr. Johnson mentioned twice-a-week versus once-a-week; and a preliminary draft of the reductions in cost for once-a-week. (See attached handout) He will bring back with options at a later date; and commented we have a high level of service at a low cost. He said this will be a transition for the City and citizens.

He commented the Fleet Department’s budget is less than last years; and no personnel requested. Council President Burrell questioned insurance and estimates. City Treasurer Kim Creech replied it included health, short-term, and long-term insurance. Mayor Wilson mentioned a proposed Wellness Program; and after one year, if the employee does not participate, then the employee will pay \$30.00 per month towards the premium.
- The general needs in the budget were discussed by Mayor Wilson: current City Capital Maintenance; the bare minimum; K-1 Center; Pecan Building; and Recreation Pool Building. Councilmember Brown questioned the structural analysis on Pecan Building. Mr. Johnson replied it would be better to tear done and rebuild.
- Recreation Director Pat White presented the Volanta Park Baseball and Parking Expansion Concept. (See attached handout) He stated the total estimate for the Project is \$1.585 million. Council President Burrell commented we could put the Design Fees in the budget for this Project.
- Finance Director Jill Cabaniss mentioned the Eastern Shore MPO and the Gayfer and Greeno Turn lanes.

Monday, 30 September 2019

Page -2-

- Mayor Wilson brought up the NASPO for professional services for streamlining procurement. Ms. Creech said they are trying to work with the State of Alabama.

Mayor Wilson said the City Administrator position has been lacking this term; and there is \$145,000.00 plus benefits in the budget. Council President Burrell asked for a complete list of employees with salaries.

- Budget Discussion – Water and Sewer Department - Superintendent, Chief Operator Tim Manuel, and Operations Director Richard reviewed the proposed budget.
- Water Department was discussed first. Mr. Whitman said growth has increased expenditures. He is requesting the following personnel: Assistant Superintendent, and two Water Technicians. Council President Burrell questioned personnel and said he counts twelve new employees in the Utilities. Mr. Whitman told the City Council that they save money on the proposed purchase of electric panels which cost around \$120,000.00 each ; and we built for \$10,000.00.

Wastewater Department was next on the agenda. Mr. Whitman explained the need for a newer UV Systems since the two we have at the plant are old and parts are having to be made. He mentioned a Combo Truck is also needed. After further discussion, the council had no edits, but would leave open for further review.

Council President Burrell requested for Public Works to put in the budget for the Garbage Truck leases and not wait until 2021. Personnel was questioned; and Mayor Wilson said upgrades require more personnel and will be paid with Labor Cost Adjustment Factor.

Ms. Creech handed out a Cash Flow and Lease Schedule. (See attached handouts)

The City Council took at five minute recess at 7:31 p.m. The meeting reconvened at 7:36 p.m.

- Council President Burrell stated we are now to discuss the adjustments to the proposed budget. He began with the \$2.65 million recreation property purchase.

Councilmember Brown handed out and explained actual revenues and expenses; and the trend over the years. Mayor Wilson stated we balanced the budget; and did a fund balance transfer to pay off debt.

Council President Burrell mentioned there would be an \$800,000.00 shortfall this year; and things need to come out of the budget.

Councilmember Conyers said he was concerned with Sales Tax; and the need to put \$450,000.00 place for leases. He said we have to figure out where the \$2.65 million for the recreation purchase will come from; need a K-1 Plan; and need funding for upgrades and infrastructure.

Mayor Wilson explained the PILOT fee. She mentioned suggestions revenue and the City Council cut; i.e. Lodging Tax from seven percent to six percent and a Gas Tax.

Monday, 30 September 2019

Page -3-

Council President Burrell said that revenues and expenses need reducing. Ms. Creech explained transfers would hit at one time for debt prepayment and suggested doing these yearly.

Ms. Jill Cabaniss brought up the City Administrator position and asked for the City Council opinion for same. Council President Burrell and Councilmember Boone said they were against this position; and would not have raised the Mayor's salary if we were going to hire a City Administrator. Councilmembers Brown and Conyers said they were undecided.

Mayor Wilson stated she works 24/7; and they needed to look at other Cities and Administrators. Councilmember Conyers commented he thinks the Mayor as Chief Executive Officer can do both.

There being no further business to come before the City Council, the meeting was duly adjourned at 9:00 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

City Of Fairhope - Sanitation Cost Comparison

Twice-A-Week vs. Once-A-Week Residential Garbage Service

Using Average Ten (10) Year Customer Growth Rate

2.60%



Residential Customer Billing Units (09/30 of each Fiscal Year)															
Year	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
Residential	6925	7105	7289	7479	7673	7873	8077	8287	8503	8724	8951	9184	9422	9779	10033
Commercial	426	437	449	460	472	485	497	510	524	537	551	565	580	602	618
Total	7351	7542	7738	7939	8146	8357	8575	8798	9026	9261	9502	9749	10002	10381	10651

Historical Expense vs. Income Comparisons										
Expense	2017	\$1,891,625.88	2018	\$2,781,349.30	2019	\$2,219,371.00	2020	\$2,456,089.00	4 yr AVG	\$2,337,108.80
Income	2017	\$1,655,524.75	2018	\$1,768,973.59	2019	\$1,911,478.58	2020	\$2,077,000.00	4 yr AVG	\$1,853,244.23
Cost Ratio	2017	87.52%	2018	63.60%	2019	86.13%	2020	84.57%	4 yr AVG	79.30%

Garbage Staff - Assigned to Residential in Blue

Garbage Ricky Ward-EOIII Rick Piper-EOIII Chris Smith-EOIII Donald Hall-EOIII Brandon Brown-EOIII Alvin Dale-EOIII Dylan J. Hogge-EOII C.J. Blair-Hopper
--

NOTES AND ASSUMPTIONS:

- Currently six staff members are assigned to the twice-a-week residential garbage service - they represent 25% of the department staffing.
- We are currently conducting counts to determine the exact number of auto-collected twice-a-week residential customers vs. backdoor serviced customers.
- Auto collection is our most efficient and low cost per unit service provided - auto truck can service an average of 80 cans per hour.
- Auto-collect operates on 4-10 hour shifts. 75% of the shift is on-route collecting - the remaining 25% is consumed for pretrip inspection, transfer drop-offs (avg. 4) and truck cleanup and shutdown.
- For purposes of cost comparisons 75% of the residential billing units will be used for households to be serviced.
- Sanitation budgets are all encompassing of Garbage, Trash, Recycle, Transfer and Landfill operations - as stated Garbage includes auto-collected, backdoor and commercial accounts.
- For purposes of cost comparisons 30% of the overall operating budget (less salaries) will be assigned to twice-a-week residential garbage collection.

Operations Analysis of Twice-A-Week vs. Once-A-Week Residential Service - Based on 2019 Budget

2019 Projected Sanitation Salaries w/OH	\$1,409,025.00	25% of Salaries =	\$352,256.25
2019 Projected Sanitation Operating Costs	\$810,346.00	(Less Landfill Charges of \$288K) =	\$522,346.00
		30% of Operating =	\$156,703.80

With Twice-A-Week Service

Cust. to Service (75%) = 7334 Days to Service = 2 Cust. per Day = 3667 Hours Req @ 80carts/hr = 45.84 ¹Truck Units Req = 6
(1 - based on 7.5 hours on collection route)

With Once-A-Week Service

Cust. to Service (75%) = 7334 Days to Service = 4 Cust. per Day = 1834 Hours Req @ 80carts/hr = 22.92 ²Truck Units Req = 4
(2 - based on 6.5 hours on collection route)

	2x Week	1x Week	% Reduction	Reduction in Salaries w/OH	Reduction in Operating	Total Savings
Reduction in Operators & Trucks Required	6	4	33.33%	\$117,418.75	\$52,234.60	\$169,653.35

Summary		With 2x Week	Cost Savings	With 1x Week
Expense	2019	\$2,219,371.00	\$169,653.35	\$2,049,717.65
Income	2019	\$1,911,478.58	\$0.00	\$1,911,478.58
Cost Ratio	2019	86.13%	N/A	93.26%

Actual 09/30/2019 Customer Units

VOLANTA PARK



1,160 Feet

580

290

0

Monday, September 30, 2019

Volanta Park Baseball and Parking Expansion Concepts:

Written by: Pat White – Director of Parks and Recreation, City of Fairhope, AL

- Design and construct 4 youth baseball fields @ 200-225 ft fence for age groups 9-10 and 11-12 @ the Northeast corner of property along the boundaries of Greeno road and Colonial Acres subdivision. (Approx. 5 acres)
- Design and construct a concessions / restroom facility and batting cages for these fields.
- Restructure the parking areas to the East and North of the Recreation Center / Pool to create a more organized and efficient parking area that utilizes all of the currently wasted space. (Approx. 4 acres) Estimated 500-600 spaces
- Eliminate the “Front Field” @ the Volanta entrance to create a more organized and efficient parking area.
- Restructure the entrance and parking areas of Volanta according to the Masterplan to create an estimated 450 spaces.

The two critical needs for Volanta park are additional fields for baseball and parking for all events. These concepts being presented would address both needs for the foreseeable future of the park.

The addition of 4 fields would allow for every age group to have 2 designated fields for practices and games. This would keep baseball together at one park where we currently have a maintenance facility, the necessary equipment, and the man-power.

The restructuring of the parking areas off Greeno Rd and Volanta entrances would greatly increase our parking spaces by utilizing the currently wasted space, and would greatly enhance the overall perception and appearance of our park.

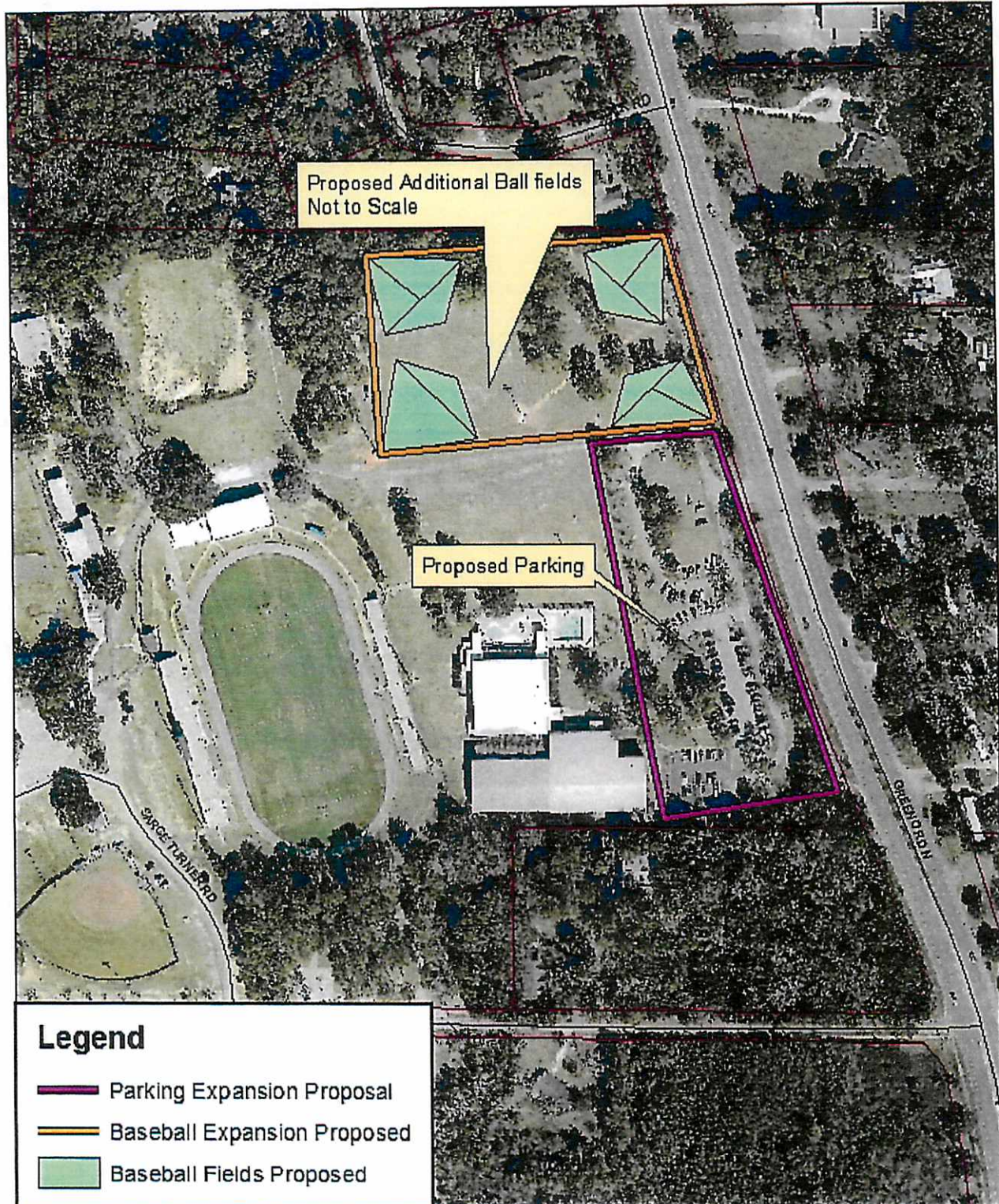
Cost Estimations for Volanta Park Enhancement Concepts:

• Construction of 4 youth baseball fields	150K
• Lighting of 4 fields	480K
• Construction of concessions / restrooms	85K
• Restructuring and landscaping of parking areas	750K
• Construction of dugouts / backstops / batting cages	120K
<u>Total Estimation of Project:</u>	1.585M

Viewer Map



VOLANTA PARK: Proposals



City of Fairhope Water and Sewer Department

Category	Actual FY 2016	Actual FY 2017	Actual FY 2018	Actual 8/2019	Budget FY2019	Estimated Growth Rate	Projected FY 2020	Projected FY 2021	Projected FY 2022	Projected FY 2023	Projected FY 2024
Sales and Services	\$ 9,870,899	\$ 10,169,787	\$ 10,053,167	\$ 9,810,538	\$ 10,672,074	2.0%	10,809,789	11,025,985	11,246,504	11,471,435	11,700,863
Other charges, sales and receipts	\$ 1,293,598	\$ 1,703,143	\$ 1,627,321	\$ 1,514,168	\$ 1,456,950	2.0%	1,528,300	1,558,866	1,590,043	1,621,844	1,654,281
Interest income	\$ 676	\$ 6,479	\$ 28,219	\$ 37,853	\$ 4,000		32,000	32,000	32,000	32,000	32,000
Total Revenue	\$ 11,165,173	\$ 11,879,409	\$ 11,708,708	\$ 11,362,558	\$ 12,133,024	N/A	12,370,089	12,616,851	12,868,548	13,125,279	13,387,144
Operations Expenses											
Energy Purchases	\$ 754,934	\$ 608,312	\$ 557,519	\$ 546,494	\$ 675,000	2.0%	575,000	586,500	598,230	610,195	622,398
Compensation & Benefits	\$ 1,536,961	\$ 1,608,028	\$ 1,857,457	\$ 1,945,444	\$ 2,161,189	3.0%	2,688,890	2,769,557	2,852,643	2,938,223	3,026,369
Operating	\$ 2,004,893	\$ 2,193,566	\$ 2,511,227	\$ 2,425,200	\$ 2,310,791	2.0%	2,748,849	2,803,826	2,859,902	2,917,101	2,975,443
Interest expense	\$ 354,266	\$ 562,489	\$ 410,275	\$ 304,764	\$ 425,000	Schedule	400,000	347,709	313,740	265,600	215,959
Community development	\$ 282,616	\$ 228,748	\$ -	\$ -	\$ -		0				
Bad Debt	\$ -	\$ -	\$ 69,211	\$ 18,750	\$ 25,000	Fixed	70,000	70,000	70,000	70,000	70,000
Depreciation Expenses	\$ 1,201,628	\$ 1,424,345	\$ 1,507,838	\$ 1,116,692	\$ 1,535,000	1.0%	1,535,000	1,550,350	1,565,854	1,581,512	1,597,327
Total Oper. Expenses	\$ 6,135,299	\$ 6,625,489	\$ 6,913,527	\$ 6,357,345	\$ 7,131,980	N/A	8,017,739	8,127,942	8,260,370	8,382,629	8,507,497
Revenue Minus Op Exp	\$ 5,029,874	\$ 5,253,920	\$ 4,795,180	\$ 5,005,213	\$ 5,001,044	N/A	4,352,350	4,488,909	4,608,178	4,742,649	4,879,648
Other Sources/Uses											
Other Sources											
Borrowed Funds	\$ -	\$ -	\$ -	\$ -	\$ -	Variable	0	0	0	0	0
Transfer from Gas	\$ -	\$ -	\$ -	\$ -	\$ -		0				
Total Other Sources	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	0	0	0	0	0
Other Uses											
Administrative Cost Paid To Gen Fund	\$ 954,000	\$ 954,000	\$ 666,666	\$ 698,500	\$ 762,000	3.0%	851,000	876,530	902,826	929,911	957,808
Collection cost/Revenue Dept	\$ 657,000	\$ 657,000	\$ 149,000	\$ 125,583	\$ 137,000	3.0%	160,000	164,800	169,744	174,836	180,081
Transfer to General Fund	\$ 1,130,055	\$ 900,000	\$ 1,500,000	\$ 225,500	\$ 246,000		0	0	0	0	0
Transfer to General Fund for Comm Dev	\$ -	\$ -	\$ -	\$ 661,833	\$ 722,000	Fixed	267,000	254,000	254,000	254,000	254,000
Transfers In/Out Capital Purchases	\$ -	\$ -	\$ -	\$ 104,500	\$ -						
Warrant & Lease Payments	\$ -	\$ -	\$ -	\$ 766,449	\$ 766,449	Per Schedule	927,278	652,257	1,504,476	1,552,086	1,652,067
Reserve for Capital Purchases	\$ -	\$ -	\$ -	\$ 209,776	\$ 410,344	Fixed	1,248,544	500,000	500,000	500,000	500,000
Reserve for System Upgrades	\$ -	\$ -	\$ -	\$ 1,814,090	\$ 225,000	Per Plan	3,977,000	4,373,000	1,885,000	1,870,000	730,000
Reserve for Capital Improvement (Ordinance)	\$ -	\$ -	\$ -	\$ 632,950	\$ 500,000	2.0%	667,500	680,850	694,467	708,356	722,523
Total Other Uses	\$ 2,741,055	\$ 2,511,000	\$ 2,315,666	\$ 5,239,181	\$ 3,768,793	0.0%	8,098,322	7,501,437	5,910,513	5,989,189	4,998,480
Net Other Sources/Uses	(2,741,055)	(2,511,000)	(2,315,666)	(5,239,181)	(3,768,793)	N/A	(8,098,322)	(7,501,437)	(5,910,513)	(5,989,189)	(4,998,480)
Excess/(Deficit) for Year	2,288,819	2,742,920	2,479,514	(233,968)	1,232,252	N/A	(3,745,972)	(3,012,528)	(1,302,335)	(1,246,540)	(116,832)
Add back Bad Debt and Depreciation Exp				\$ 1,135,442	\$ 1,560,000		\$ 1,605,000	\$ 1,620,350	\$ 1,635,854	\$ 1,651,512	\$ 1,667,327
Net Excess/(Deficit)				901,474	2,792,252		(2,140,972)	(1,392,178)	333,519	404,972	1,550,495
Cash Balances	As of 9/30/16	As of 9/30/17	As of 9/30/18	As of 8/31/19							
Cash - Operating	\$ 22,409	\$ 1,104,816	\$ 633,091	\$ 5,877,956							
Cash - Pooled Depository	\$ 24,837	\$ 222,341	\$ 4,418,098	\$ 192,040							
Cash-Utility Reserve Fund	\$ 134,430	\$ 134,509	\$ -	\$ -							
Cash - Superfund-Wtr Tap Res	\$ 537,270	\$ 1,007,741	\$ 1,519,537	\$ 2,049,894							
Cash - Savings-Sewer Tap Fee	\$ 398,789	\$ 399,022	\$ 810,141	\$ 811,750							
Cash - Second Utility Reserve	\$ 426,501	\$ 792,719	\$ 551,965	\$ 556,534							
Cash - WS Customer Deposit Res	\$ -	\$ -	\$ 395,063	\$ 395,847							
Cash - Spec Sewer Tap Fee Money	\$ 410,377	\$ 410,377	\$ -	\$ -							
Cash - Southtrust-Superfund	\$ 18,271	\$ 18,282	\$ -	\$ -							
Cash - Electric Customer Deposit Reserve	\$ -	\$ -	\$ -	\$ -							
Total Cash	\$ 1,972,885	\$ 4,089,807	\$ 8,327,894	\$ 9,884,021							
Targeted Reserved Fund Balance		\$ 2,232,899	\$ 2,374,586	\$ 2,336,098	\$ 2,264,941		2,425,805	2,467,618	2,516,970	2,567,310	2,618,656

Notes:
Recommended Targeted Reserve Fund 20% of annual revenue

GF Lease #001-0001172-001 2018 Peterbilt

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Pymt</u>	<u>Balance</u>
07/11/18				292,232.00
07/11/19	94,312.31	9,497.54	103,809.85	197,919.69
07/11/20	97,377.46	6,432.39	103,809.85	100,542.23
07/11/21	100,542.23	3,267.62	103,809.85	-
	<u>292,232.00</u>	<u>19,197.55</u>	<u>311,429.55</u>	

GF Lease #001-0001172-002 2018 Freightliner

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Pymt</u>	<u>Balance</u>
3/1/2019				148,797.52
3/1/2020	47,826.39	5,386.14	53,212.53	100,971.13
3/1/2021	49,597.76	3,614.77	53,212.53	51,373.37
3/1/2022	<u>51,373.37</u>	<u>1,839.17</u>	<u>53,212.54</u>	-
	148,797.52	10,840.08	159,637.60	

GF Lease #001-0001172-003 2018 Freightliner

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Pymt</u>	<u>Balance</u>
7/1/2019				231,540.00
7/1/2020	74,861.14	6,866.71	81,727.85	156,678.86
7/1/2021	77,231.16	4,496.69	81,727.85	79,447.70
7/1/2022	<u>79,447.70</u>	<u>2,280.15</u>	<u>81,727.85</u>	-
	231,540.00	13,643.55	245,183.55	

GF Lease #001-0001172-004 Cat Excavator 316FL

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Pymt</u>	<u>Balance</u>
8/12/2019				169,565.37
8/1/2020	55,034.40	4,667.76	59,702.16	114,530.97
7/1/2021	56,459.34	3,251.91	59,711.24	58,071.63
7/1/2022	<u>58,071.64</u>	<u>1,648.72</u>	<u>59,720.35</u>	(0.00)
	169,565.37	9,568.39	179,133.76	

GF Lease #001-0001172-004 Cat Wheel Loader

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Pymt</u>	<u>Balance</u>
8/12/2019				204,113.62
8/1/2020	66,266.94	5,620.45	71,887.39	137,846.68
7/1/2021	67,971.74	3,915.62	71,887.36	69,874.94
7/1/2022	<u>69,874.94</u>	<u>1,985.22</u>	<u>71,860.17</u>	(0.00)
	204,113.62	11,521.29	215,634.91	

GF Lease #001-0001172-005 2020 Freightliner

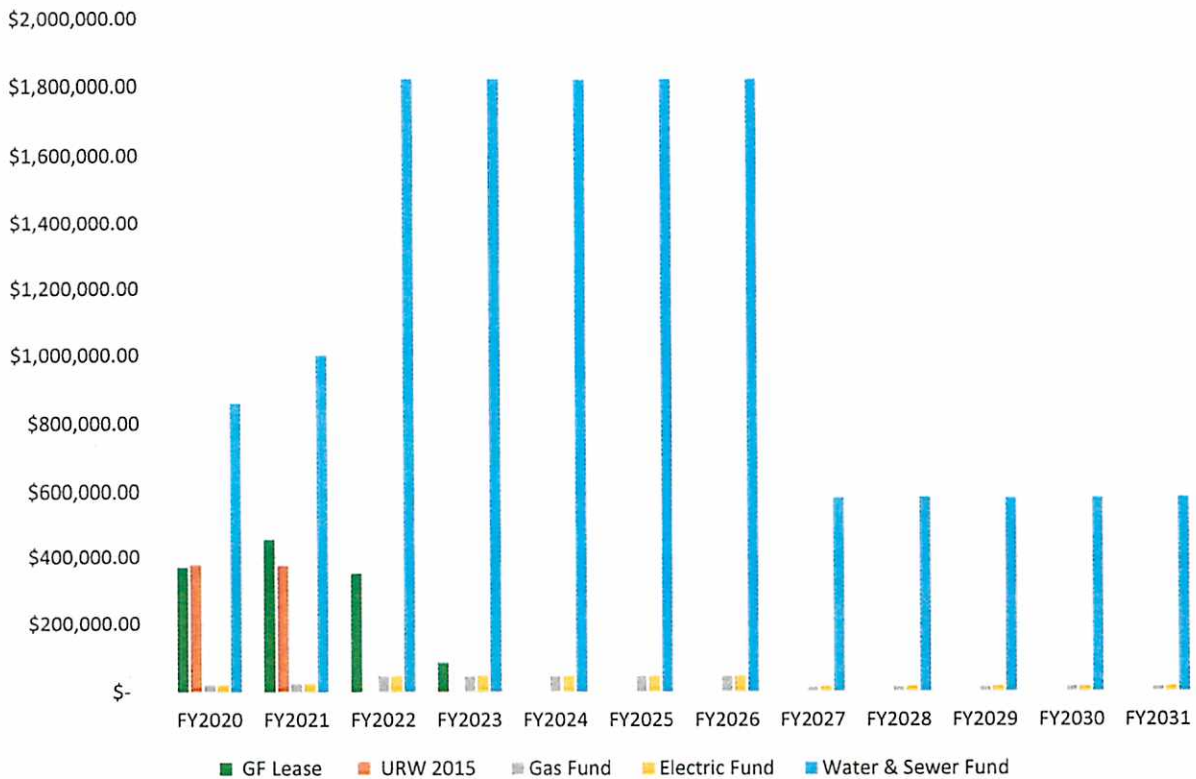
<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total Pymt</u>	<u>Balance</u>
9/25/2019				236,912.00
10/15/2020	76,524.07	7,102.10	83,626.17	160,387.93
10/15/2021	79,071.15	4,555.02	83,626.17	81,316.78
10/15/2022	<u>81,316.78</u>	<u>2,309.40</u>	<u>83,626.18</u>	-
	236,912.00	13,966.52	250,878.52	

1,283,160.51 78,737.38 1,361,897.89

Debt Payment by Year

	URW 2011				
	GF Lease	URW 2015	Gas Fund	Electric Fund	Water & Sewer Fund
FY2020	\$ 370,339.78	\$ 376,657.75	\$ 21,609.01	\$ 21,609.01	\$ 860,924.49
FY2021	453,975.00	373,903.50	25,098.91	25,098.91	999,965.92
FY2022	350,147.08		45,636.81	45,636.81	1,818,216.38
FY2023	83,626.18		45,623.49	45,623.49	1,817,685.53
FY2024	-		45,572.52	45,572.52	1,815,654.96
FY2025			45,603.92	45,603.92	1,816,905.91
FY2026			45,589.13	45,589.13	1,816,316.74
FY2027			14,601.82	14,601.82	581,751.35
FY2028			14,673.29	14,673.29	584,598.43
FY2029			14,612.07	14,612.07	582,159.61
FY2030			14,657.18	14,657.18	583,956.88
FY2031	-	-	14,687.24	14,687.24	585,154.28
	1,258,088.04	750,561.25	347,965.39	347,965.39	13,863,290.47

DEBT PAYMENTS BY YEAR FY2020-FY2031



	2017 ACTUALS	2019 ACTUALS	DIFF 17'-19'	DIFF 2 YEARS
REVENUE				
PROPERTY TAX	\$5,173,634	\$5,898,419	\$724,785	14.01%
LOCAL TAX	\$9,507,999	\$10,586,855	\$1,078,856	11.35%
LICENSES AND PERMITS	\$3,952,001	\$4,567,220	\$615,219	15.57%
FINES AND FORFEIT.	\$284,893	\$285,306	\$413	0.14%
ADULT RECREATION	\$44,454	\$37,275	-\$7,179	-16.15%
RECREATION DEPARTMENT	\$504,316	\$440,498	-\$63,818	-12.65%
GOLF DEPARTMENT	\$1,152,369	\$1,096,076	-\$56,293	-4.88%
STATE OF ALABAMA	\$326,614	\$334,849	\$8,235	2.52%
INTEREST AND RENTS	\$332,913	\$266,374	-\$66,539	-19.99%
MARINA REVENUE	\$0	\$394,909	\$394,909	
CHARGES FOR SERVICE	\$5,692,159	\$4,577,176	-\$1,114,983	-19.59%
OTHER REVENUE	\$185,193	\$166,205	-\$18,988	-10.25%
PROJECTED TOTAL REVENUE	\$27,156,545	\$28,651,162	\$1,494,617	5.50%
EXPENDITURES				
GENERAL GOVERNMENT	\$4,566,851	\$3,639,858	-\$926,993	-20.30%
JUDICIAL		\$251,237	\$251,237	
POLICE DEPARTMENT	\$5,345,631	\$6,154,254	\$808,623	15.13%
FIRE DEPARTMENT	\$477,390	\$881,645	\$404,255	84.68%
ECON AND COMMUNITY DEVELOPMENT	\$1,593,808	\$1,969,658	\$375,850	23.58%
PARKS AND RECREATION	\$3,399,331	\$4,466,258	\$1,066,927	31.39%
PLANNING & DEVELOPMENT	\$970,575	\$1,474,225	\$503,650	51.89%
PUBLIC WORKS	\$5,623,103	\$6,828,726	\$1,205,623	21.44%
DISCOUNTED UTILITY SERVICE TO CITY		-\$253,976	-\$253,976	
TOTAL GOVERNMENT EXPENDITURES	\$21,976,689	\$25,411,885	\$3,435,196	15.63%
APPROPRIATIONS AND TRANSFERS				
PUBLIC LIBRARY	\$818,477	\$818,477	\$0	
BALDWIN COUNTY TRANSIT HUB	\$33,900	\$27,600	-\$6,300	-18.58%
THE HAVEN	\$65,000	\$65,000	\$0	0.00%
AIRPORT	\$342,000	\$320,000	-\$22,000	-6.43%
LEASE PURCHASE	\$64,192	\$52,438	-\$11,754	-18.31%
TRANSFERS TO DEBT SERVICE	\$1,697,100	\$3,318,486	\$1,621,386	95.54%
TRANSFERS TO CAPITAL PROJECTS	\$1,958,304	\$1,143,500	-\$814,804	-41.61%
TOTAL APPROPRIATIONS AND TRANSFERS	\$4,978,973	\$5,745,501	\$766,528	
TOTAL REVENUES				
MUNICIPAL CAPITAL IMPROVEMENT FUND	\$0	\$0	\$0	
UTILITY TRANSFERS FOR OPERATING	\$2,719,583	\$510,000	-\$2,209,583	
UTILITY TRANSFERS FOR CITY CAPITAL PURCHASES	\$0	\$0	\$0	
PROPOSED UTILITY PILOT FEE	\$0	\$1,128,000	\$1,128,000	
TRANSFERS FROM IMPACT FEES	\$12,977	\$121,058	\$108,081	
FUNDING FOR CORRECTIONS CAPITAL PURCHASES	\$0	\$0	\$0	
TOTAL REVENUES PLUS TRANSFERS	\$29,889,105	\$30,410,220	\$375,850	
TOTAL EXPENDITURES	\$26,955,662	\$31,157,386		
SURPLUS/DEFICIT	\$2,933,443	-\$747,166		

	2019 ACTUALS	2020 BUDGET	DIFF 1 YEAR	DIFF 1 YEAR
REVENUE				
PROPERTY TAX	\$5,898,419	\$6,355,000	\$456,581	7.74%
LOCAL TAX	\$10,586,855	\$11,016,232	\$429,377	4.06%
LICENSES AND PERMITS	\$4,567,220	\$4,719,500	\$152,280	3.33%
FINES AND FORFEIT.	\$285,306	\$308,000	\$22,694	7.95%
ADULT RECREATION	\$37,275	\$38,500	\$1,225	3.29%
RECREATION DEPARTMENT	\$440,498	\$447,000	\$6,502	1.48%
GOLF DEPARTMENT	\$1,096,076	\$1,106,000	\$9,924	0.91%
STATE OF ALABAMA	\$334,849	\$330,000	-\$4,849	-1.45%
INTEREST AND RENTS	\$266,374	\$367,501	\$101,127	37.96%
MARINA REVENUE	\$394,909	\$399,200	\$4,291	1.09%
CHARGES FOR SERVICE	\$4,577,176	\$5,031,500	\$454,324	9.93%
OTHER REVENUE	\$166,205	\$616,000	\$449,795	270.63%
PROJECTED TOTAL REVENUE	\$28,651,162	\$30,734,433	\$2,083,271	7.27%
EXPENDITURES				
GENERAL GOVERNMENT	\$3,639,858	\$4,578,469	\$938,611	25.79%
JUDICIAL	\$251,237	\$313,166	\$61,929	24.65%
POLICE DEPARTMENT	\$6,154,254	\$7,498,796	\$1,344,542	21.85%
FIRE DEPARTMENT	\$881,645	\$739,017	-\$142,628	-16.18%
ECON AND COMMUNITY DEVELOPMENT	\$1,969,658	\$2,084,912	\$115,254	5.85%
PARKS AND RECREATION	\$4,466,258	\$5,638,048	\$1,171,790	26.24%
PLANNING & DEVELOPMENT	\$1,474,225	\$1,769,508	\$295,283	20.03%
PUBLIC WORKS	\$6,828,726	\$7,567,762	\$739,036	10.82%
DISCOUNTED UTILITY SERVICE TO CITY	-\$253,976	-\$250,976	\$3,000	-1.18%
TOTAL GOVERNMENT EXPENDITURES	\$25,411,885	\$29,938,702	\$4,526,817	17.81%
APPROPRIATIONS AND TRANSFERS				
PUBLIC LIBRARY	\$818,477	\$818,477	\$0	
BALDWIN COUNTY TRANSIT HUB	\$27,600	\$27,600	\$0	
THE HAVEN	\$65,000	\$65,000	\$0	
AIRPORT	\$320,000	\$320,000	\$0	
LEASE PURCHASE	\$52,438	\$69,820	\$17,382	
TRANSFERS TO DEBT SERVICE	\$3,318,486	\$671,000	-\$2,647,486	
TRANSFERS TO CAPITAL PROJECTS	\$1,143,500	\$0	-\$1,143,500	
TOTAL APPROPRIATIONS AND TRANSFERS	\$5,745,501	\$1,971,897	-\$3,773,604	
TOTAL REVENUES				
MUNICIPAL CAPITAL IMPROVEMENT FUND	\$0	\$0	\$0	
UTILITY TRANSFERS FOR OPERATING	\$510,000	\$0	-\$510,000	
UTILITY TRANSFERS FOR CITY CAPITAL PURCHASES	\$0	\$0	\$0	
PROPOSED UTILITY PILOT FEE	\$1,128,000	\$513,000	-\$615,000	
TRANSFERS FROM IMPACT FEES	\$121,058	\$524,521	\$403,463	
FUNDING FOR CORRECTIONS CAPITAL PURCHASES	\$0	\$154,450	\$154,450	
TOTAL REVENUES PLUS TRANSFERS	\$30,410,220	\$31,926,404	\$1,516,184	
TOTAL EXPENDITURES	\$31,157,386	\$31,910,599	\$753,213	
SURPLUS/DEFICIT	-\$747,166	\$15,805		

COUNCIL ADJUSTMENTS 9/30/2019

REVENUES

Adjustments were made based on 2019 Revenue Actual short by \$800,000.

EXPENDITURES

GENERAL GOVERNMENT

PG 3 Add \$52,600 Mayor and \$12,000 for council to salaries \$64,600

FIRE DEPARTMENT

PG 7 Add \$331,000 for portion of new fire truck \$331,000

PARKS & RECREATION

PG 11 Add \$590,000 from Sales Tax to repay Rainy Day Fund for recreation land

PUBLIC WORKS

PG 18 Add \$350,000 for equipment purchases \$350,000 1/3 of cost of requested equipment/vehicles

LIBRARY

PG 20 Add \$40,924 to appropriations \$40,924

Capital Project Fund Balances	9/30/2019	Capital Projects Use	Notes
Investment CD - Savings	1,065,146.07	1,065,146.07	
Reserve-AG Edwards	639,635.07	639,635.07	
Municipal Capital Improvement	769,190.88	769,190.88	
Correction Fund - Savings	217,602.27	217,602.27	For Jail/Court only
Capital Projects Fund	1,846,790.31	1,846,790.31	
Impact Fee Police	295,114.64	295,114.64	Restricted to Police new
Impact Fee Fire	959,296.84	959,296.84	Restricted to Fire new
Impact Fee Transportation	807,846.56	807,846.56	Restricted to Transportation/resurfacing
Impact Fee Parks/Rec	1,522,681.94	1,522,681.94	Restricted to Parks new
Total for City Projects/Maintenance	8,123,304.58		
<u>Current City Capital Maintenance Needs</u>			
City Hall roof,maintenance & awning replacement (bar		1,300,000.00	Want to sink more into an obsolete blding?
Public Works roof & maintenance		400,000.00	
Police Patrol Precinct East		700,000.00	
Welcome Center (bare min), up to \$1M		150,000.00	
Quail Creek Club House new roof		30,000.00	
Nix Center (fresh air intack replace & roofing associatec		60,000.00	
Haven termite damage & roof		25,000.00	
Parks & Rec Bathrooms / ADA Compliant & Upgrades		250,000.00	\$50k/yr for 5 years
Rec Pool Building structural deficiencies		600,000.00	

IMPACT FEES

CASH BALANCE 9/30/20	
Operating-Police	\$295,115
Operating-Fire	\$959,297
Operating-Transportation	\$807,847
Operating-Parks/Rec	<u>\$1,522,692</u>
TOTAL CASH BALANCE	\$3,584,950

2020 PROJECTED REVENUES	
Cash Acct-Police	40,000
Cash Acct-Fire	225,000
Cash Acct-Transportation	250,000
Cash Acct-Recreation	550,000
Interest Income	65,000
TOTAL REVENUES	\$1,130,000

2020 BUDGET EXPENDITURES	
Police - See A	\$109,416
Fire	-
Transportation -See B	950,000
Recreation -See C	725,105
TOTAL EXPENDITURES	\$1,784,521

PROJECTED END OF FY2020	
Police	\$225,699
Fire	\$1,184,297
Transportation	\$107,847
Recreation	<u>\$1,422,587</u>
TOTAL PROJECTED	\$2,940,429

2020 BUDGETED EXPENDITURES	
<i>Police A</i>	
Construct Ammunition Building	\$40,000
3 Additional In-Car Video Camera	15,990
Patrol Tahoe New Officer	53,426
	<u>\$109,416</u>

<i>Transportation B</i>	
FY2019 Resurfacing projects	500,000
FY2020 Resurfacing ProjectS	300,000
Roundabout at 104 and Section	150,000
	<u>\$1,750,000</u>

<i>Recreation C</i>	
Boys and Girls Club Play ground	\$150,000
ADA Platform/Ramps Stadium	160,000
Pro Gator Utility Vehicle	24,105
Expand tennis parking	91,000
BCBE payment K-1 Center Park	300,000
	<u>\$725,105</u>

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 Myrtle F. Bung, Trustee of the Myrtle F. Bung Living Trust generally located on the west side of S. Section Street just south of Pecan Avenue, Fairhope, Alabama.

SUMMER LANE PUD

PPIN #: 5611

Legal Description: (Case number ZC 19.12)

LOT 2, RE-PLAT OF PART OF BLOCK 53 OF MAGNOLIA BEACH, FAIRHOPE, ALABAMA, AS SHOWN IN MAP OR PLAT RECORDED IN SLIDE 2635-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A ½ INCH CAPPED REBAR AT THE SOUTHEAST CORNER OF LOT 1, RE-PLAT OF PART OF BLOCK 53 OF MAGNOLIA BEACH, FAIRHOPE, ALABAMA, AS SHOWN IN MAP OR PLAT RECORDED IN SLIDE 2635-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 00°12'13" EAST ALONG THE WEST RIGHT OF WAY OF SOUTH SECTION STREET, A DISTANCE OF 63.09 FEET TO A ½ INCH CAPPED REBAR; THENCE LEAVING SAID WEST RIGHT OF WAY, RUN SOUTH 89°47'47" WEST, A DISTANCE OF 50.00 FEET TO A ½ INCH CAPPED REBAR; THENCE RUN SOUTH 00°12'13" EAST, AND PARALLEL TO SAID WEST RIGHT OF WAY, A DISTANCE OF 70.05 FEET TO A ½ INCH CAPPED REBAR; THENCE RUN NORTH 89°47'47" EAST, A DISTANCE OF 50.00 FEET TO A ½ INCH CAPPED REBAR ON SAID WEST RIGHT OF WAY; THENCE RUN SOUTH 00°12'13" EAST ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 103.04 FEET TO A POINT ON THE NORTH LINE OF LOT 2, BIGHEAD INDUSTRIAL SITES, AS SHOWN IN MAP OR PLAT RECORDED IN SLIDE 1072-A, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN SOUTH 48°00'22" WEST ALONG SAID NORTH LINE, A DISTANCE OF 281.04 FEET TO A POINT; THENCE RUN NORTH 56°55'01" WEST ALONG PART OF SAID NORTH LINE OF LOT 2 AND ALONG THE EASTERLY LINE OF COVERED BRIDGE ESTATES, AS SHOWN BY MAP OR PLAT RECORDED IN SLIDE 905-B, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA, A DISTANCE OF 487.00 FEET TO A 1 INCH CRIMP TOP; THENCE RUN NORTH 37°42'52" EAST A DISTANCE OF 276.46 FEET TO A 5/8 INCH REBAR ON THE SOUTHEAST CORNER OF SUMMER LANE; THENCE RUN NORTH 37°26'30" EAST, A DISTANCE OF 194.11 FEET TO A 5/8 INCH ON THE SOUTHWEST CORNER OF THE AFOREMENTIONED LOT 1, RE-PLAT OF PART OF BLOCK 53 OF MAGNOLIA BEACH; THENCE RUN SOUTH 56°53'58" EAST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 392.68 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING, AND BEING IN THE CITY OF FAIRHOPE, BALDWIN COUNTY, ALABAMA AND CONTAINING 227,418 SQUARE FEET (5.22 ACRES) MORE OR LESS.

1. **That**, attached as "Exhibit A" is an approved site plan. The property must develop in substantial conformance with the approved site plan and supporting documents. Any substantial deviation from the attached site plan, as determined by the Director of Planning, will require re-approval by the Planning Commission and the City Council of the City of Fairhope, Alabama, as a PUD amendment.

Ordinance No. _____

Page -2-

2. That, the following development regulations shall govern:

Lots: There shall be 15 lots.

Use: Lots shall be single family residential.

Setbacks:

Principal Structure: Front – 20’, Rear – 16’, and Side – 8’, and Street Side – 8’.

Accessory Structure: Front – Behind rear building line of principal structure, Rear 16’ for side entry garage or 21’ for alley entry garage, Side – Same as principal structure, and Street Side – Same as principal structure.

Lot Coverage:

Principal Structure: Shall not exceed 32.5%.

Accessory Structure: Shall not exceed 600 square feet.

Building Height: Maximum building height shall be 30’.

Accessory Structure Separation Between Principal Structure: Shall not be less than 5’.

Lot Access: All lots shall be accessed from the rear alley.

Fences: Fences shall not be constructed along the rear lot lines of Lots 6, 7, 8, 9, 10, and 11 without acceptable written documentation from the City of Fairhope Building Official or his/her representative.

The property is hereby rezoned from M-1 Light Industrial District to Planned Unit Development (PUD). This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

ADOPTED THIS 9TH DAY OF OCTOBER, 2019

Karin Wilson, Mayor

ATTEST:

Lisa Hanks, MMC
City Clerk



City Council
 September 2019
 Zoning Change: M-1 to PUD
 Case: ZC 19.12 Summer Lane PUD

Project Name:
 Summer Lane PUD

Project Type:
 Zoning Change From M-1 Industrial District To PUD-Planned Unit Development

Jurisdiction:
 City of Fairhope

PPIN Number:
 5611

General Location:
 West side of Section Street
 Approximately 300' south of the intersection of Pecan Ave and Section Street.

Project Acreage:
 Approximately 5.2 acres

Engineer:
 Dewberry Engineers, Inc

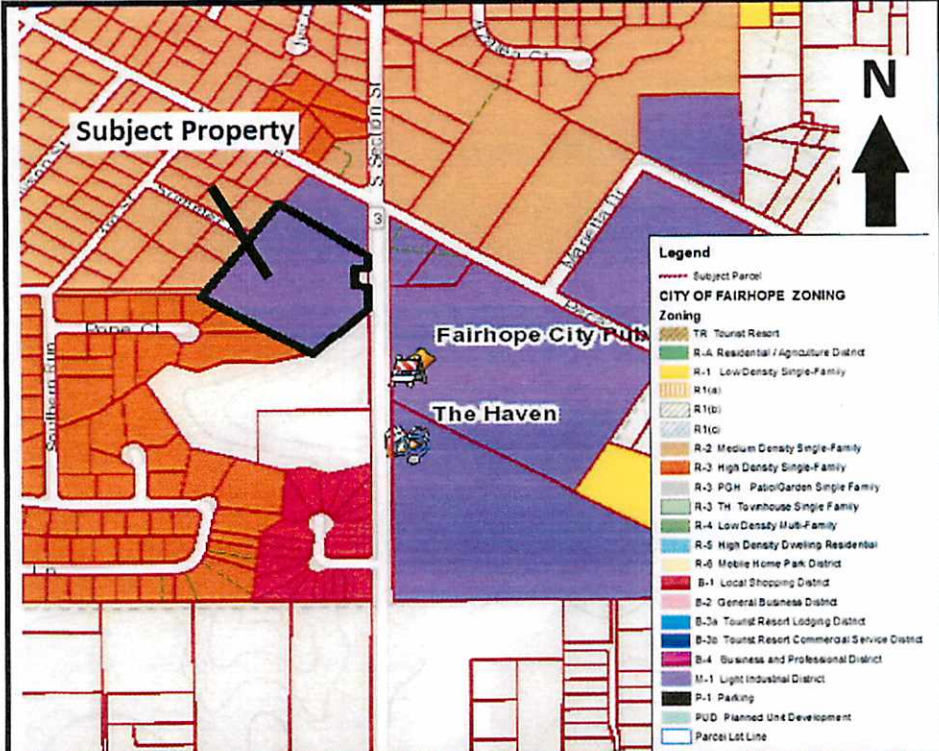
Applicant:
 Dewberry Engineers, Inc

School District:
 Fairhope Elementary, Intermediate Middle, and High Schools

Staff Recommendation:
 Approve without waivers

PC Recommendation:
 Approve without waivers

Reviewed by:
 Mike Jeffries, QCI
 City Planner



Summary of Request:

The applicant is requesting a re-zoning of approximately 5.2 acres from M-1 Light Industrial to a PUD-Planned Unit Development. The property is located approximately 300' south of the intersection of Pecan Ave. and Section Street on the west side of Section Street. The applicant is proposing 15 single family dwelling units. The requested density is 2.87 units per acre.

The concept for this development as provided by the applicant:

Provide a village concept with all residences sharing common architectural designs and elements per an established pattern book, to give the development a true cohesive architectural plan. All of the exterior materials will be similar in color and the general roof slopes will be the same. The Summer Lane site plan design places a priority on community, social interaction, shared green spaces and a pedestrians, cyclist, and golf cart friendly environment.

Current Conditions:

The subject property currently is a maintained wooded vacant parcel and has a gully on the southeastern side of the property.

The site plan below was provided pursuant to the Fairhope Zoning Ordinance, Article II.C.2(a) which says in part "Initiation – Review of (preliminary) site plans accompanying a zoning map amendment shall be reviewed according to the zoning amendment procedures."



Comments:

Fairhope Zoning Ordinance

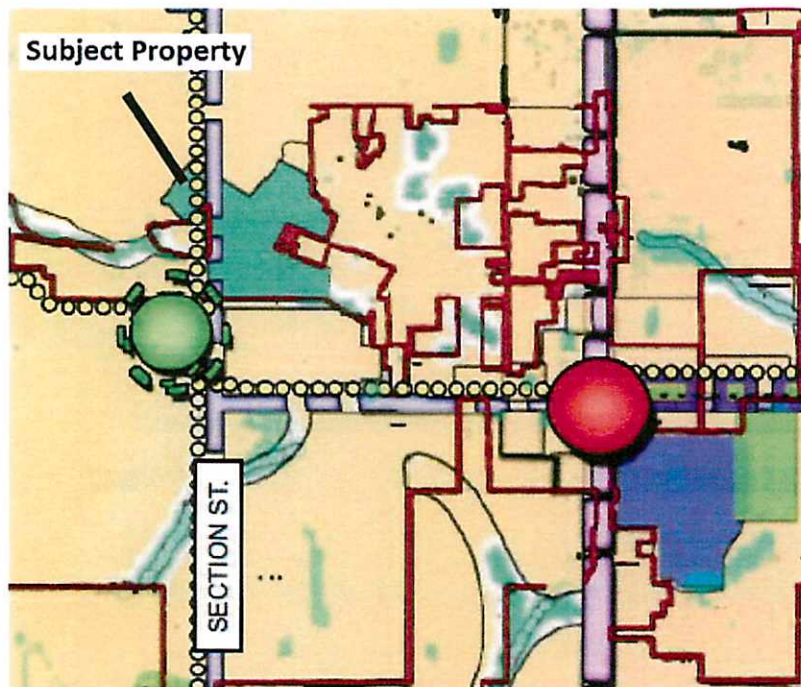
Article II.C(e).

Criteria – The application shall be reviewed based on the following criteria:

(1) Compliance with the Comprehensive Plan;

Response:

The requested zoning is a PUD which is intended to encourage innovative development that meets the comprehensive plan goals and is tailored to the unique constraints and conditions of a particular site. The proposed PUD is a single-family residential use designed around the natural features and limited road frontage on Section Street and Summer Lane. This development proposes to connect to an existing dead end street improving connectivity and the development is in walking distance to Fairhope parks and the down town area.



(2) Compliance with the standards, goals, and intent of this ordinance;

Response:

The purpose of this district is intended to encourage innovative development that meets comprehensive plan goals and is tailored to the unique constraints and conditions of a particular site. This district allows flexibility in uses, designs, and building layouts as opposed to other zoning districts to better serve community needs.

Building Setbacks:

- Front – 20'
- Rear – Alley
- Side – 8'
- Street Side – 8'
- Max Building Height – 30'
- Max Lot Coverage – 32.5%

Parking:

- 4 Spaces per lot (2 enclosed or covered, 2 outside)
- 13 guest spaces at roundabout

If the rezoning is approved, any subsequent subdivision plat must conform to the above standards which will be included on the site plan.

(3) The character of the surrounding property, including any pending development activity;

Response:

The proposed PUD will utilize lots that are approximately 45' in width at the building setback line. The zoning of the surrounding property is R-3 High Density Single-Family to the north and southwest, R-2 Medium Density Single-Family to the west, north, and northwest, and M-1 to the north and across Section Street on the east side. The M-1 property to the norths current use is single family with the subject property owners residence and the M-1 property across Section Street houses the City of Fairhope's Public Works.

(4) Adequacy of public infrastructure to support the proposed development;

Response:

Fairhope Utilities are readily available and upsizing or improvement needs would be reviewed during the subdivision process.

(5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;

Response:

The subject property has a gully located on it and there is a proposed retention/detention pond in the southeast corner of the property to capture and treat the stormwater runoff from the site before entering the gully. Additional LID techniques may be required during the subdivision process to ensure post development flow is less than or equal to pre-development flow. And to ensure a minimum of 80% total suspended solids removal.

(6) Compliance with other laws and regulations of the City;

Response:

At the time of development all applicable laws of the City will be applied. There will be the need for various waivers from Fairhope's Subdivision Regulations during the subdivision process if this zoning change request is approved.

(7) Compliance with other applicable laws and regulations of other jurisdictions;

Response:

At the time of development all applicable laws will be applied.

(8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,

Response:

Staff does not anticipate any significant issues relating to these criteria. A traffic study shall be required for all applications that will generate an average daily traffic (ADT) count of 1,000 trips or more, or which will generate 50 trips or more during any peak hour period.

(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response:

Staff does not anticipate any significant issues relating to these criteria. A traffic study may be required

Comments:

The proposed PUD characterizes the intent of the PUD district by proposing an innovative design that is not your typical lot and block subdivision that could not be done in any other zoning district. The proposed design is to allow for a community to be developed near the downtown area that has very minimal maintenance and promotes a pedestrian friendly environment. The applicant goes into detail in the attached narrative.

The design for this community also incorporates some aspects that would require multiple waivers from the subdivision regulations to be approved by the Planning Commission during the subdivision process. They desire to have the entrance from Section Street gated, to have private roads, to have non-paved roads. The private non paved roads then require a waiver to create lots not on paved publicly maintained road. The 15% green space requirement based on the net density is met but only by counting the 16' alley as one continuous driveway and not a private ROW. During the subdivision process this could require a waiver as well.

There is an alleged mapping error on the FEMA Flood Maps and the applicant is on the process of requesting a Letter of Map Amendment (LOMA) through FEMA. A flood way is mapped north of where the topographic survey shows the gulley being located. Staff does not disagree that there may be a possible error but, because of this the site had to be designed around where the floodway is mapped. If this PUD is approved and the LOMA is granted by FEMA a possible PUD amendment could be done to increase the lot sizes and other small aspects of the design.

Although staff approves of the design and concept of this project staff can not recommend approval of a PUD that would require the Planning Commission to also approve the various waivers that would be associated with the subdivision application.

Staff Recommendation:

Staff recommends Case: ZC 19.12 Summer Lane PUD be **APPROVED** without any waivers.

Planning Commission Recommendation:

The Planning Commission of the City of Fairhope, at its August 5, 2019 regular meeting, Robert Brown made a motion to recommend **APPROVAL** of the rezoning from M-1 Light Industrial District to PUD (Planned Unit Development) without granting any waivers requests. Richard Peterson 2nd the motion and the motion carried with the following vote: AYE – Art Dyas, Harry Kohler, Lee Turner, Richard Peterson, Clarice Hall-Black, and Robert Brown. NAY – none.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIHOPE, ALABAMA, That the City Council of Fairhope desires to improve the wastewater collection and transmission system. These improvements include the implementation of Side Stream Storage Vessels in key locations that will provide relief of peak flows to the Wastewater Treatment Plant during heavy rain events and reduce the potential for Sanitary Sewer Overflows. One such location is on property the Retirement Systems of Alabama, RSA, has agreed to deed to the City of Fairhope.

The City Council approves the terms of the agreement, at no cost to the city, for the transfer of property from the Retirement Systems of Alabama to the City of Fairhope for the use in the city constructing the desired Side Stream Storage facility.

Adopted on this 9th day of October, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

AGREEMENT

STATE OF ALABAMA

BALDWIN COUNTY

**THE RETIREMENT SYSTEMS OF
ALABAMA
201 SOUTH UNION STREET
P.O. BOX 302150
MONTGOMERY, AL 36130-2150**

This AGREEMENT made and entered into on this the _____ day of _____, 2019, by and between The Teachers' Retirement System of Alabama, an instrumentality of the State of Alabama (hereinafter "TRS") and The Employees' Retirement System of Alabama, an instrumentality of the State of Alabama (hereinafter "ERS" and with TRS, collectively, "RSA") and The City of Fairhope, Alabama (hereinafter referred to as "City").

WITNESSETH, that;

WHEREAS, the City has developed a plan to address peak wastewater flows due to heavy rain events using numerous "side stream storage" vessels at locations within the wastewater collection and transmission system of the City where flows are suitable for such intermittent heavy rain events and for use in managing daily peak flows of waste water and storm water, and

WHEREAS, RSA has developed the Colony at the Grand in Baldwin County, Alabama, and is proposing to continue the development of approximately 287 additional acres adjacent to and adjoining the existing Colony at the Grand property (the "Development Land") for use as approximately 861 additional residential units to be a made a part of the Colony at the Grand in multi- phase additions; and

WHEREAS, the Development Land is adjacent to major wastewater pumping stations within the City's wastewater collection and transmission system, and;

WHEREAS, the City desires to incorporate one such "side stream storage" facility within the Development Land, and more particularly on the real property shown on the attached Exhibit "A", and;

WHEREAS, RSA is willing to contribute to the City the real property described on Exhibit "A", attached hereto, but desires a fair value returned for such property to protect the investment nature of RSA's purpose in providing secure retirement benefits to their participants, and;

WHEREAS, the City appreciates the cooperation and willingness of RSA to provide a suitable property for such wastewater management facility and the City, in consideration of RSA's contribution of the land described on Exhibit "A", attached hereto, to the City, is willing to (i) provide a wastewater force main from the location of an RSA planned lift station, supporting the Colony at the Grand, and its expansion, to the existing wastewater force main on Twin Beech Road, (ii) provide the needed wet well for the future lift station required to service the Northwest portion of the future development of The Colony at the Grand, (iii) use said side

stream storage facility as the discharge location for this lift station, which dramatically reduces the pumping characteristics of the RSA equipment and saves a considerable expense in electrical and pumping costs, (iv) provide a drainage easement, in a location determined by RSA, for the discharge of the storm water facility required for the Colony at the Grand, as expanded, and, (v) provide to RSA a guaranty of future sewer service/connections to the City's wastewater collection and transmission system for the development of the Development Land for up to 861 residential units and related amenities.

NOW THEREFORE, in consideration of the mutual agreements contained herein, it is agreed by and between RSA and the City as follows:

1. RSA will deed to the City the property shown on Exhibit "A", attached hereto, free and clear of all liens and encumbrances, less the above described drainage easement, for the exclusive use as a facility for managing wastewater flows as generally shown and described on Exhibit "B". The City shall be restricted from making any other use of the real property described on Exhibit "A" attached hereto without the prior written consent of RSA, which may be granted or denied in RSA's sole discretion.
2. RSA shall provide the City a non-exclusive easement over the Development Land, the size and location of which shall be determined by RSA, to provide the City access to the real property described on Exhibit "A" for the construction and maintenance of the side stream facility and wet well. The initial access over the easement property shall be a dirt road constructed by RSA. Upon future development of the Development Land, RSA shall have the right to pave some or all of the easement.
3. RSA shall provide the City an easement to allow for underground drainage and wastewater transmission from the real property described on Exhibit "A" attached hereto, eastward to Twin Beach Road, the location of such easement to be determined by RSA.
4. The City shall construct, or have constructed, a force main serving the side stream storage facility and a wet well, suitable for the future development of the Development Land having up to 861 residential units and related amenities, which will eliminate the need for RSA to provide a force main for the Colony at the Grand or the Development Land. The side stream storage facility will also allow RSA to save additional development costs associated with lift station requirements for higher pumping head conditions that would otherwise be required if the side stream storage facility was not available. The City shall have constructed the force main and the side stream storage facility within two (2) years of the date hereof. Should the City fail to complete the construction of the force main, the wet well, and/or the side stream

storage facility within two (2) years of the date hereof and RSA is required to construct and install a force main and lift station to service the Development Land and its future development thereof, then the documented costs of such construction of said force main and pump station incurred by RSA to allow it to develop the Development Land, or any portion thereof, shall be a credit against any permit fees, building/construction fees, application fees, license fees or other fees or expenses charged by the City against RSA or its contractors or affiliates, in relation to the development of the Development Land or any portion thereof or any amenities located thereon.

5. From and after the date of this Agreement, no development of the Development Land, or any portion thereof, shall be subject to any City moratorium, stoppage, or prohibitions on or against development of real property in the jurisdiction of the City based on any sewer or drainage infrastructure issues. As a part of the consideration for conveying the real property described on Exhibit "A", attached hereto, the City hereby guaranties to RSA that sufficient wastewater capacity will be available to RSA for its intended development of the Development Land as described herein and RSA shall have the right to connect to the City's wastewater system via the side stream storage facility or at some other location close to the Development Land.
6. The City will provide drainage easements required by RSA for development of the Development land at the time such easements are determined, the location of such drainage easements to be mutually agreed upon by the City and RSA.
7. RSA will provide the City a means of ingress and egress to the site through the remaining RSA property, since access from the Twin Beech Road to the location of the side stream storage facility is not practical due to existing wetlands.

WITNESS the hands and seals of the parties hereto on this, the day and year first written above.

**THE TEACHERS' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: _____

As its: _____

**THE EMPLOYEES' RETIREMENT
SYSTEMS OF ALABAMA, an
instrumentality of the State of Alabama**

By: _____

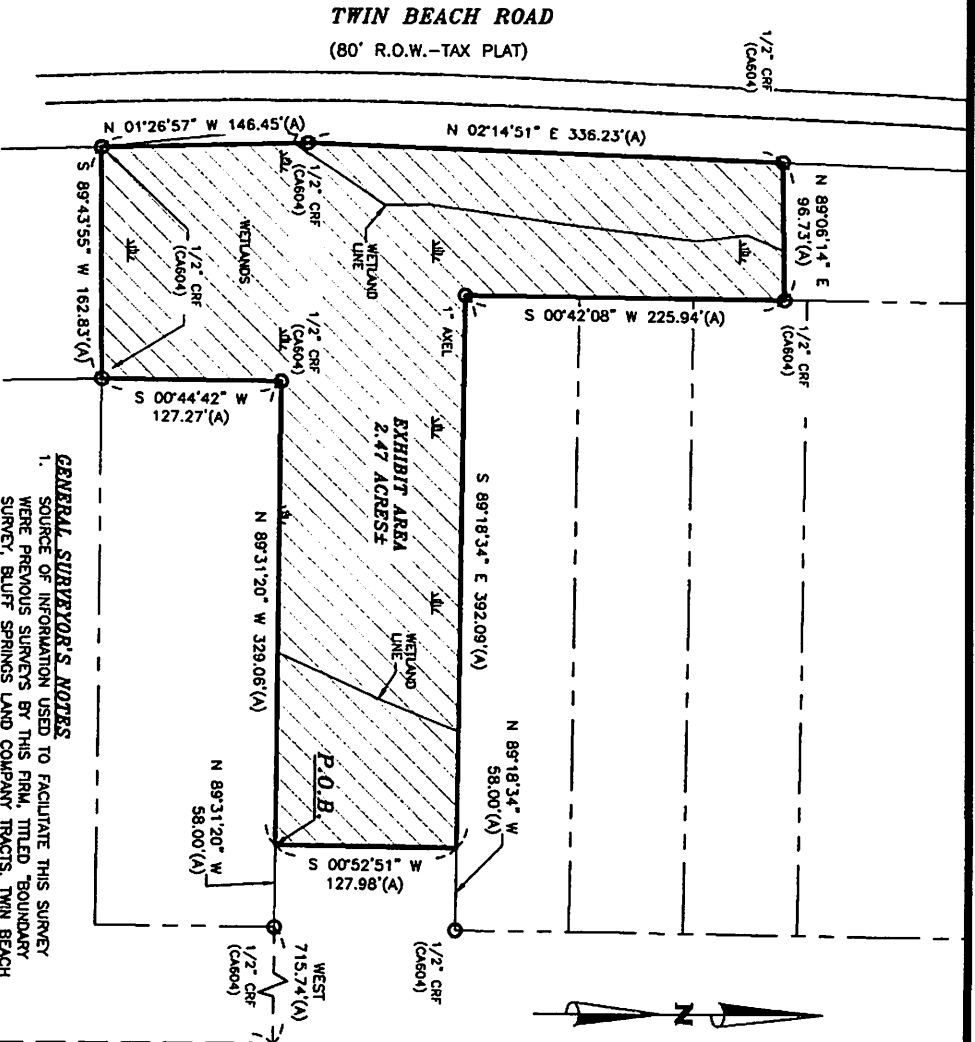
As its: _____

THE CITY OF FAIRHOPE, ALABAMA

By: _____

As its: _____

EXHIBIT "A"



GENERAL SURVEYOR'S NOTES

1. SOURCE OF INFORMATION USED TO FACILITATE THIS SURVEY WERE PREVIOUS SURVEYS BY THIS FIRM, TITLED "BOUNDARY SURVEY, BLUFF SPRINGS LAND COMPANY TRACTS, TWIN BEACH ROAD", DATED 09/06/2017, PROJECT NO. R316/457/10.01. THIS IS A SKETCH AND DESCRIPTION FOR AN EXHIBIT. THIS IS NOT A BOUNDARY SURVEY.
2. FIELD WORK FOR THIS SURVEY WAS COMPLETED ON 08/31/2017.
3. ALL BEARINGS ARE BASED ON NORTH AMERICAN DATUM 1983, ALABAMA WEST ZONE; STATE PLANE GRID NORTH; DERIVED BY GLOBAL POSITIONING SYSTEM OBSERVATION; ALL DISTANCES SHOWN ARE GROUND DISTANCES. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARD FEET.
4. WETLAND SCIENCES, INC., PERFORMED A JURISDICTIONAL DETERMINATION OF ALL WETLANDS REGULATED UNDER 33 CFR 320-330 (US ARMY CORPS OF ENGINEERS IN ACCORDANCE WITH THE CORPS OF ENGINEERS 1987 WETLAND DELINEATION MANUAL) AND ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT. LINES SHOWING THE DELINEATED WETLANDS ARE ACCURATE WITHIN 1-3 METERS. [WETLAND SCIENCES PROJECT NO. 2017-562, DATED 09/05/2017]
5. THE SURVEYED PROPERTY LIES WITHIN SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 EAST.

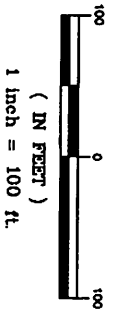
LEGEND

- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- (A) ACTUAL
- CAF CONCRETE MONUMENT FOUND
- CAF CERTIFICATE OF AUTHORIZATION NUMBER
- CRF CARPED REBAR FOUND
- W/L WETLANDS



EXHIBIT AREA

GRAPHIC SCALE



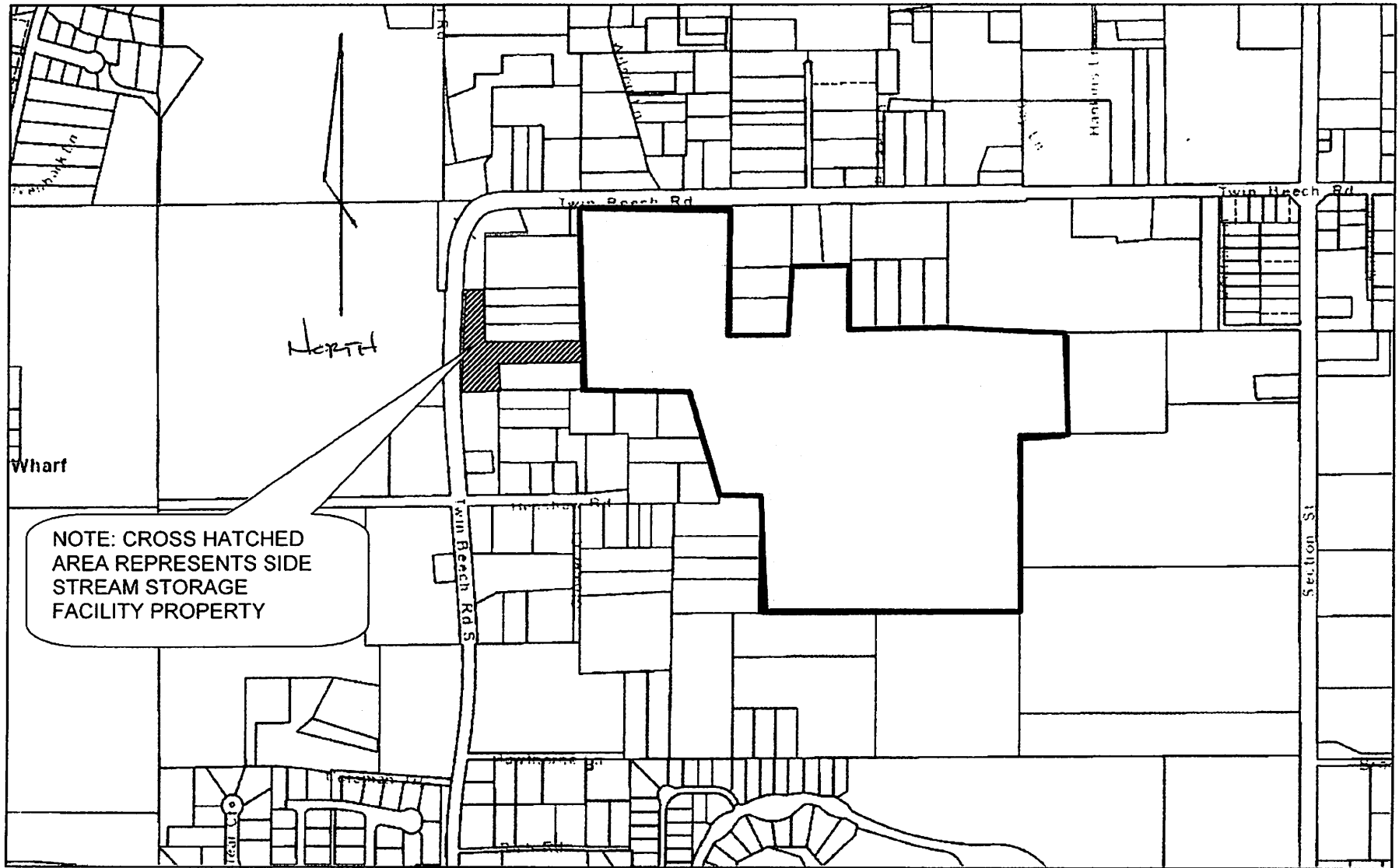
P.O.C.
CENTER CORNER OF
SECTION 30-16S-R2E
8" CRF

DESCRIPTION OF EXHIBIT

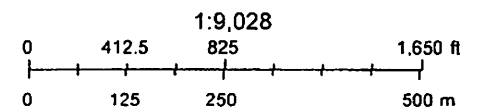
COMMENCING FROM AN 8" CONCRETE MONUMENT AT THE CENTER OF SECTION 30, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH A DISTANCE OF 1826.50 FEET TO A POINT; THENCE RUN WEST A DISTANCE OF 715.74 FEET TO A 1/2" IRON REBAR WITH CAP (CA#604); THENCE RUN NORTH 89°31'20" WEST A DISTANCE OF 58.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°31'20" WEST A DISTANCE OF 329.06 FEET TO A 1/2" IRON REBAR WITH CAP (CA#604); THENCE RUN SOUTH 00°44'42" WEST A DISTANCE OF 127.27 FEET TO A 1/2" IRON REBAR WITH CAP (CA#604); THENCE RUN SOUTH 89°43'55" WEST A DISTANCE OF 162.83 FEET TO A 1/2" IRON REBAR WITH CAP (CA#604); ON THE WEST RIGHT-OF-WAY OF TWIN BEACH ROAD (80' R.O.W.); THENCE RUN NORTH 01°26'57" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 146.45 FEET TO A 1/2" IRON REBAR WITH CAP (CA#604); THENCE RUN NORTH 02°14'51" EAST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 336.23 FEET TO A 1/2" IRON REBAR WITH CAP (CA#604); THENCE LEAVING SAID RIGHT-OF-WAY A DISTANCE OF 96.73 FEET TO A 1/2" IRON REBAR WITH CAP (CA#604); THENCE RUN SOUTH 00°42'08" WEST A DISTANCE OF 225.94 FEET TO A 1" IRON AXEL ROD; THENCE RUN SOUTH 89°18'34" EAST A DISTANCE OF 392.09 FEET TO A POINT; THENCE RUN SOUTH 00°52'51" WEST A DISTANCE OF 127.98 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED PARCEL CONTAINING 2.47 ACRES, MORE OR LESS.

EXHIBIT "B"

THE COLONY AT THE GRAND



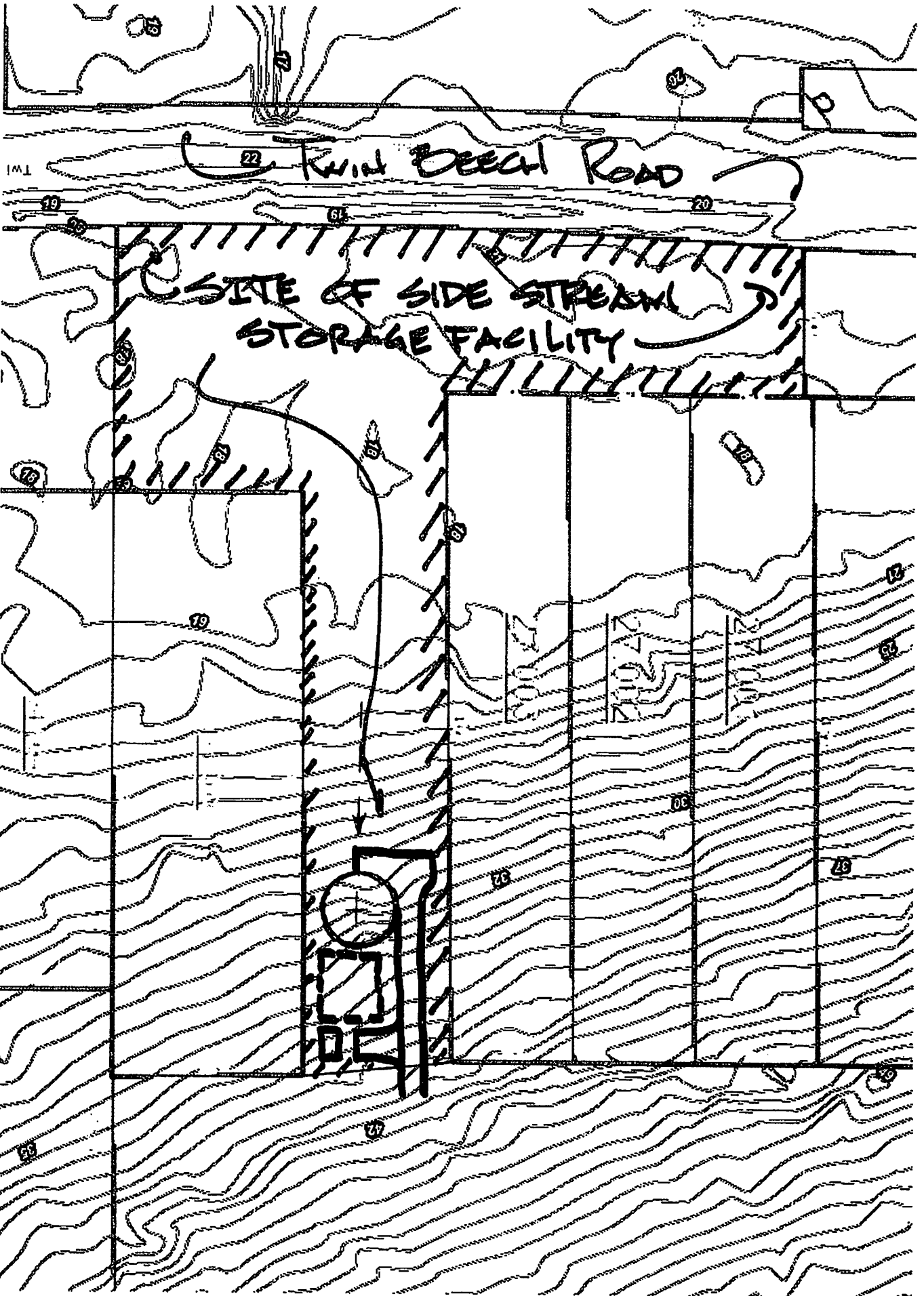
March 27, 2019



KCS
Sources Esn. HERE Garmin. USGS. Intermap. INCREMENT P. NRCan.

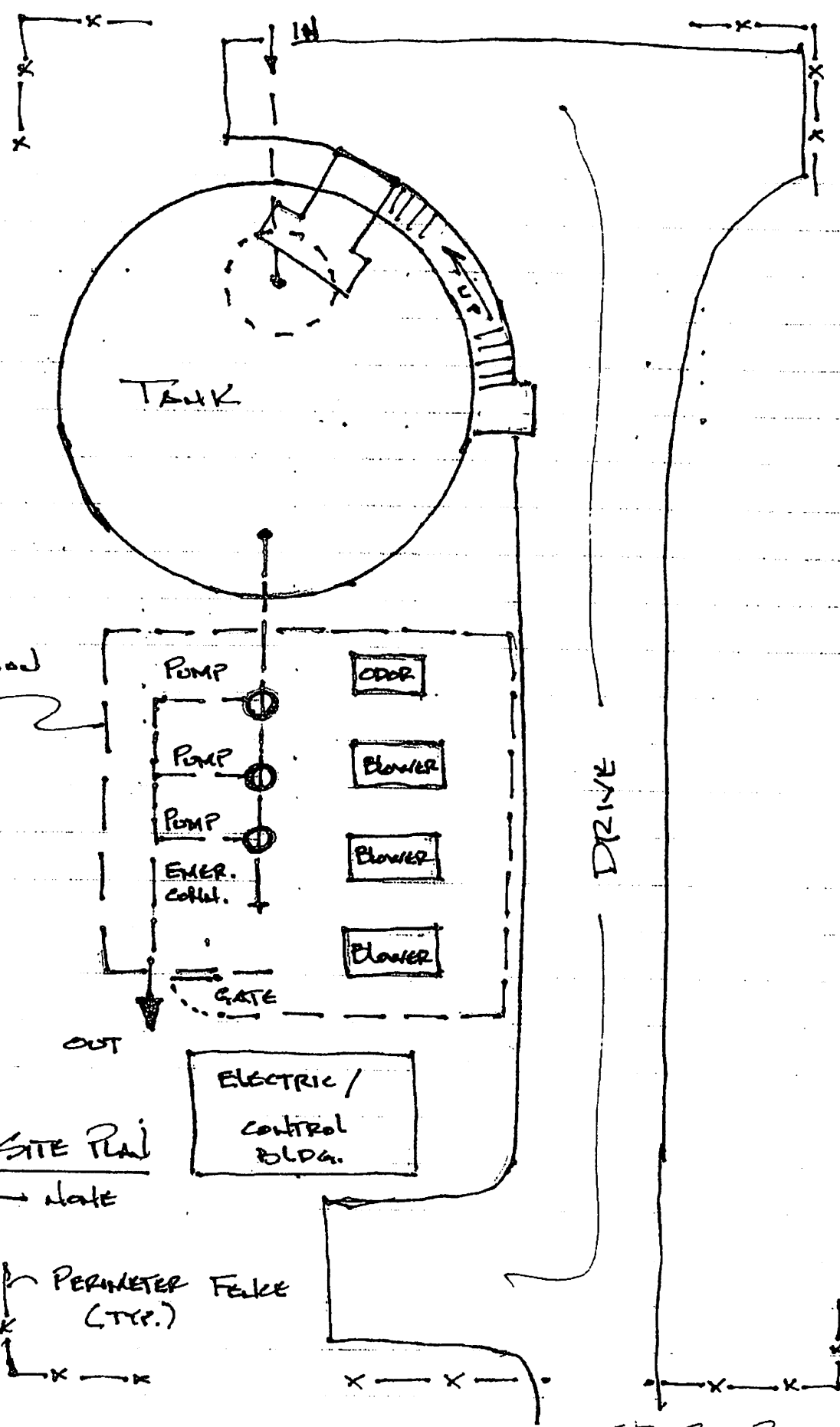
Sht. 1 of 3

Copyright 2019



SHT 2013

SOUND
ABSORPTION
WALL



SCHEMATIC SITE PLAN

SCALE —————> DATE

PERIMETER FENCE
(TYP.)

SHT 3 OF 3

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIHOPE, ALABAMA, That the City Council of Fairhope desires to operate and maintain key facilities in the wastewater collection and transmission system. Battles Road LLC has, or is in the processes of, developing a 204-unit apartment complex on the northeast corner of Section Street and Old Battles Road. The lift station that was installed for this project may be utilized for additional flows from offsite developments in the future and can be managed during heavy rain events to minimize impacts to the downstream portions of the overall wastewater collection and transmission system.

The City Council authorizes the Mayor to execute a maintenance transfer agreement where Fairhope Utilities will operate and maintain the lift station with an associated easement for rights of ingress and egress to the property where the lift station is located. There are no upfront costs to the developer for Fairhope Utilities.

Adopted on this 9th day of October, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Transfer Agreement

State of Alabama

Battles Road, LLC

Baldwin County

P.O. Box 579

Bay Minette, AL 36507

THIS CONTRACT AND AGREEMENT made and entered in duplicate on this _____ day of _____, 2019, by and between THE CITY OF FAIRHOPE, hereinafter referred to as the "Promisee" , and Battles Road LLC, hereinafter referred to as the "Promisor", WITNESSETH, that;

WHEREAS, the Promisor has built, or is in the process of building, a 204-unit apartment complex located at 18172 South Section Street, and;

WHEREAS, the Promisor has requested and has been provided water and sanitary sewer service from the Promisee, and:

WHEREAS, the sanitary sewer service requires a pumping station to transmit the collected wastewater from the complex into the wastewater conveyance system of the Promisee, and:

WHEREAS, the Promisee desires to operate and maintain the pumping station to ensure monitoring equipment (SCADA) is operable, routine maintenance is provided and measures to prevent Sanitary Sewer Overflows, SSOs, are addressed by the Promisee, and:

WHEREAS, the Promisee, for the reasons stated above, desires to oversee the operation and maintenance of the pumping station for the 204 units located at 18172 South Section, Fairhope, Alabama and;

WHEREAS, the Promisee is agreeable to said transfer under the terms and conditions hereinafter provided, including an easement for access and security of the facility, and;

NOW, THEREFORE, in consideration of the mutual agreement herein contained, the granted access and service provided, it is agreed by and between the parties as follows:

1. Promisor will provide an easement, provided in Attachment A, to the Promisee for access to the pumping station site to properly operate, maintain, repair or replace the wastewater pumping station and appurtenances thereto, along with rights of ingress and egress, in, under, over and along said easement description.

2. Promisee is authorized and responsible to provide any and all service needs to the wastewater pumping station, including the use of temporary pumping equipment, portable generators, wastewater service contracts and station monitoring to the pumping station located at 18172 South Section Street, Fairhope, Alabama.
3. Promisee will be responsible for all power costs relating to the pumping station from the date of this agreement going forward.
4. This Agreement is subject to the orders, rules and regulations of all duly constituted regulatory authority(ies) having jurisdiction over either Promisor or Promisee, including all successors and assigns to either party.

WITNESS the hands and seals of the parties hereto on this day and year first above written, this, the _____ day of _____, 20__.

Signature: _____

City of Fairhope

P.O. Drawer 429

Printed: _____

Fairhope, AL 36533

I, _____, a Notary Public in and for said County, in said State,

hereby certify that _____

whose name(s) _____ are signed to the foregoing instrument, and who _____ are known to me, acknowledged before me on this date, that being informed of the contents of the said instrument

_____ executed on the same voluntarily on the day the same bears date.

Given under my hand and Notarial Seal hereto affixed by me on this, the _____ day of _____, 20__.

 Notary Public, Baldwin County
 State of Alabama

(Affix Seal)

Signature: _____

Battles Road, LLC

Printed: _____

P.O. Box 579

Bay Minette, AL 36507

I, _____, a Notary Public in and for said County, in said State,

hereby certify that _____,

whose name(s) _____ are signed to the foregoing instrument, and who _____ are known to me, acknowledged before me on this date, that being informed of the contents of the said instrument

_____ executed on the same voluntarily on the day the same bears date.

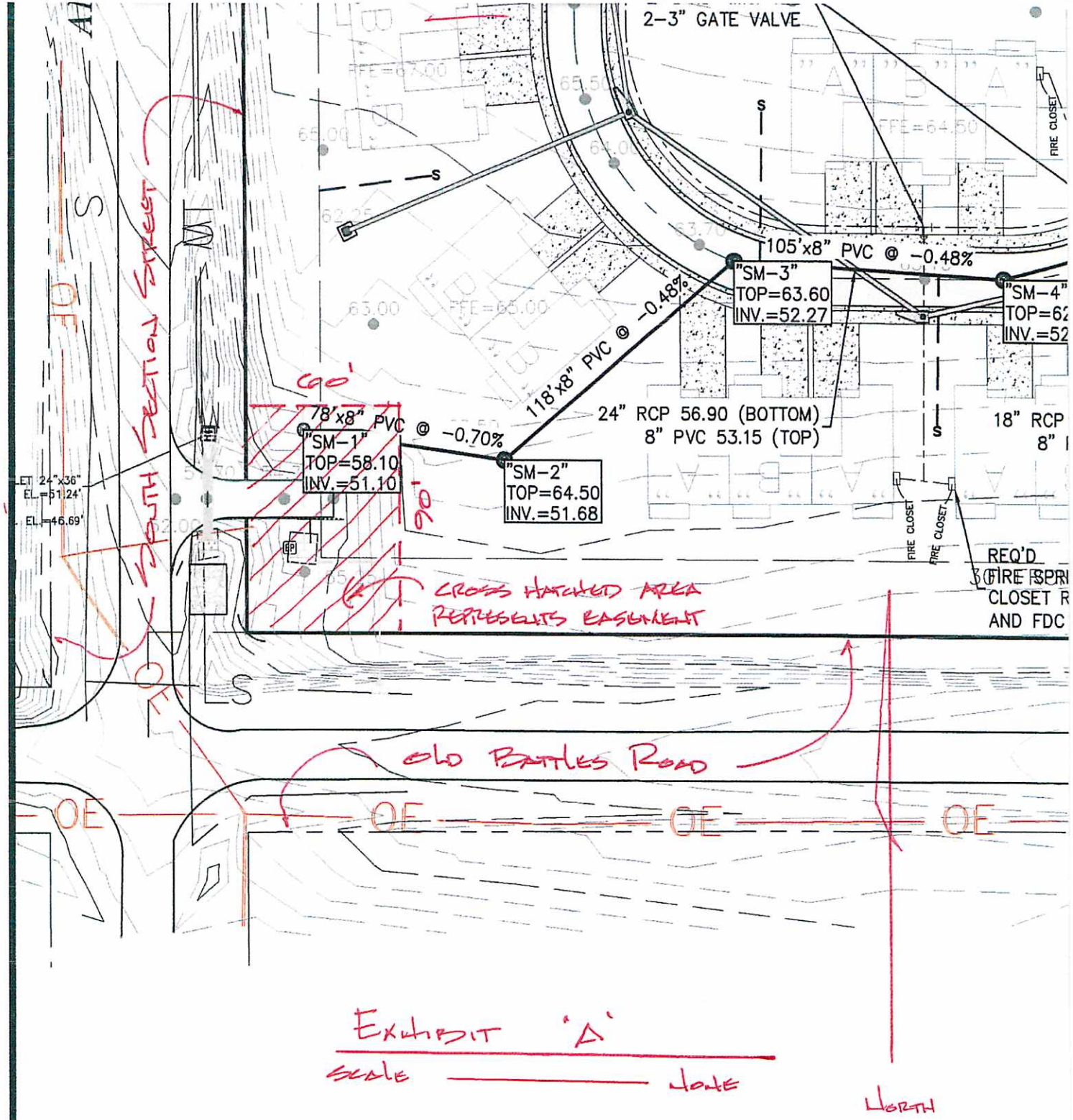
Given under my hand and Notarial Seal hereto affixed by me on this, the _____ day of _____, 20____.

Notary Public, Baldwin County
State of Alabama

(Affix Seal)

This Document Prepared By:

**City of Fairhope
555 South Section St.
Fairhope, AL 36532**



PREPARED BY: CITY OF FAYETTE
 P.O. DRAWER 429
 FAYETTE, AL 36533

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIHOPE, ALABAMA, That the City Council of Fairhope desires to improve the wastewater collection and transmission system. These improvements include the extension of the Phase I transmission system improvements from Fairhope Avenue and Ingleside Street to areas east of Greeno Road and will bypass flows from certain pumping stations to allow for more redundancy in the system and reduce existing lift station upgrades within the system described in the Proposal (PROJECT UNDERSTANDING) from Dewberry, dated June 17, 2019, copy attached.

The City Council approves the Dewberry proposal and authorizes the Mayor to execute an agreement for the design fee anticipated to be \$105,000.00, more or less, depending on the Construction value of the project once bids are received.

Adopted on this 9th day of October, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Execute contract for Design Engineering fees for Phase 2 of Project #2 of RFQ PS014-18 Professional Engineering Services for Multiple Wastewater

Project Location: Fairhope Ave at Ingleside

Presented to City Council: 10/9/2019 Resolution #: _____ Approved _____

Funding Request Sponsor: Richard Peterson, Director of Operation Changed _____
Jay Whitman, Water and Sewer Superintendent Rejected _____

Project Cash Requirement Requested:
Cost: \$ 105,000.00 Estimated

Vendor: Dewberry Engineers Inc.

Project Engineer: n/a

Order Date: n/a Lead Time: _____

Department Funding This Project									
General	Gas	Electric	Water	Sewer XXX	Gas Tax	Cap Proj	Impact		
Department of General Fund Providing the Funding									
Admin-10	Bldg-13	Police	Fire-20	ECD-24	Rec-25	Civic-26	Street-35	Sanitation-40	
Fac Maint-45	Golf-50	Golf Grounds-55	Museum-70		Debt Service-85				

Project will be: Expensed XXX Funding Source: Operating Expenses XXX

Capitalized _____ Budgeted Capital _____

Inventoried _____ Unfunded _____

Expense Code: 004-16052 Grant: _____ Federal - not to exceed amount

G/L Acct Name: Const-WW Collection Trans Sys State _____

City _____

Project Budgeted: \$ 105,000.00 FY2020 Budget

Balance Sheet Item- Included in projected cash flow _____

Over (Under) budget amount: \$ -

Bond: _____ Title _____ Year _____

Loan: _____ Title _____ Year _____

Comments: Design Engineering fees for Phase 2 of Project #2 of RFQ PS014-18 Professional Engineering Services for multiple Wastewater Collection and Transmission System Improvements Fairhope Avenue at Ingleside to HWY 104 and 181 North. For all work associated with Survey, Design, Permitting and Letting as specified in the General Services, the fees shall be based on a percentage of the estimated construction cost.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: <u>9/30/2019</u>	Purchasing Memo Date: <u>9/30/2019</u>	Delivered To Date: <u>10/1/2019</u>
Request Approved Date: <u>10/1/2019</u>	Request Approved Date: <u>10/1/2019</u>	Approved Date: <u>10/2/19</u>
Signatures: <u>Kim Creech</u> Kim Creech	<u>Jill Cabaniss</u> Jill Cabaniss, MBA	<u>Mayor Kara Wilson</u> Mayor Kara Wilson



MEMO

MEMO

Karin Wilson
Mayor

To: Kimberly Creech, Treasurer
From: *Delores A Brandt*
Delores A Brandt, Purchasing Manager

Date: September 30, 2019

Re: Council to authorize Mayor to execute contract for Design, Survey, Permitting and Letting for RFQ PS014-18 Professional Engineering Services for Multiple Wastewater Collection and Transmission System Improvements --- Phase 2 of Project 2-- Fairhope Ave at Ingleside to Hwy 104 and 181 North.

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

Dewberry has provided a proposal and Bid the work for Phase 1 of Project 2 Bayou, Fairwood Blvd and Fairhope Av. Phase 2 of Project 2 Fairhope Av at Ingleside to Hwy 104 and 181 North. is ready to move forward on as an extension of Phase 1. Please see attached proposal for this Design phase scope of work For all work associated with Survey, Design, Permitting and Letting as specified in the General Services, the fee shall be based on a percentage of the estimated construction cost as fixed by the lowest qualified bid received. See attached proposal

Based on the Engineer's estimate of this project, the value of the Design engineering contract will be **ONE HUNDRED TWENTY THOUSAND DOLLARS (\$120,000.00):**

Initial Estimated Value of Construction (<u>this value will vary</u>).....	\$1,800,000.00
<u>Estimated Value of Design Fee</u> (Bayou Transmission upgrade).....	\$99,000.00
Master Plan for Contributing Area, (Hourly, Not to Exceed).....	\$6,000.00
<u>Estimated total value of Design Engineering Contract</u>	\$105,000.00

Please place on the next City Council Agenda this request for City Council to approve the fee schedule and estimated amount of \$105, 000.00 for Design Engineering fees for Phase 2 of Project #2 of RFQ PS014-18 Professional Engineering Services for Multiple Wastewater Collection and Transmission System Improvements Fairhope Ave at Ingleside to Hwy 104 and 181 North.

-

CC: file, R Peterson, Andy Bobe--Dewberry Inc, J Whitman

161 North Section
St.
PO Drawer 429
Fairhope, AL 36533

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov



September 30, 2019

Mrs. Karin Wilson
Honorable Mayor
City of Fairhope
PO Box 429
Fairhope, AL 36533

RE: Professional Engineering Services for Wastewater and Collection and Transmission System Improvements, Phase 2 of Part# 2 Fairhope Ave at Ingleside to Hwy 104 and 181 North.

Dear Mayor:

Dewberry is pleased to have the opportunity to provide service to you for the above mentioned project. Please accept this proposal for scope of services and fee as we understand the project at this time.

PROJECT UNDERSTANDING

The project will consist of upgrading the sewer transmission capacity from Ingleside Drive at Fairhope Avenue along Fairhope Avenue east to Bishop Road, then north on Bishop to Gayfer Extension Road (AKA CR 30), then north on Oberg Road (AKA CR 13) to County Road 104 at North Hills Subdivision. The area at the North Hills subdivision has a tremendous amount of growth proposed with the improvement of Hwy 181. There are projections of a larger commercial development and several residential developments. This area of the existing sewer system is currently overloaded and needs improvement to prevent issues with capacity in the collection system. This improvement will include design and installation of a new lift station at North Hills with some participation from the developer. There will also be some proposed improvements at the intermediate school lift station to help improve capacity and provide some redundancy in the collection system.

BASIC SCOPE OF SERVICES

SECTION 1: PLANNING

Based on research performed in our previous contract we have gathered information to know that the next project needs to be routed as described above. This is in response to the above mentioned growth anticipated along Hwy 104 up to Hwy 181. The master planning process grew to be much larger than the anticipated scope in the previous contract and rather than expand that scope we stopped and will continue to study the system under this contract to help prioritize improvements.

There is more detailed information that will have to be gathered via survey and as-built drawings within the proposed project area as it pertains to the existing lift station(s) that may need modifications. It is likely that this project will divert some existing flows being directed to the Country Wood Subdivision to a new master lift station that will be located within the new North Hills Subdivision. We will assist in negotiation between developer and City if any negotiation needs to be made in the short term. There will also be some interconnection between Morphy Road force main and the gravity system on Bishop Road to create some redundancy and options in the event of emergency.



Picture courtesy of Google Earth

SECTION 2: SURVEY SERVICES

Corridor Survey- Dewberry will provide topographic survey for the proposed routing of the transmission line along with any ancillary information necessary to provided design. This work will include locating all physical features within the corridor with the cooperation of Fairhope Utilities to determine the depth of buried utilities as needed. This will be required in the Hwy 98 Corridor.

The proposed survey will include providing an area topographic survey at the intermediate school lift station, the goal will be to provide improved access at intermediate school to better service the existing lift station, and allow for additional capacity and ease of maintenance in the future.

It may be necessary to execute an easement with the School Board at this location.

SECTION 3: Omitted

SECTION 4: ENGINEERING SCOPE OF SERVICES

The professional engineering scope of services to be provided will be based on the following:

GENERAL SERVICES

The Engineer shall perform certain professional engineering services relating to sanitary sewer system improvements as authorized by the City of Fairhope

Survey, Design, Permitting and Letting

1. Attend meetings regarding proposed project, with City Staff, and any required 115211 Review with the Planning Commission or City Council.
2. Prepare preliminary layouts and sketches if needed.
3. Prepare preliminary construction cost estimates.
4. Field surveys for design and layout, and Master Plan of existing and future contributing areas.
5. Design the improvements for the proposed area. Including, but not limited to, sanitary sewer upgrades, potable water upgrades, gas line upgrades, existing drainage infrastructure upgrades.
6. Obtain required construction permits and assist with obtaining utility easement, if necessary.
7. Prepare detailed contract drawings and specifications for construction.
8. Prepare construction estimates of quantities and cost.
9. Assembling and mailing Contract Documents on behalf of City of Fairhope.
10. Dewberry will assist City of Fairhope in receiving bids.
11. The Engineer shall provide pre-qualification requirements for the general contractors.
12. The Engineer shall conduct a pre-bid meeting with the qualified contractors.
13. Tabulate bids and make recommendations concerning award.
14. Dewberry will assist City of Fairhope in award of the Contract.
15. Provide Construction Engineering and Inspections services for the project as designed.

Work Not Included

Special services, unless specifically stated in the established Project Scope, such as laboratory testing of materials, subsurface borings and activities of a similar nature, which require specialized equipment and technicians are not part of this Agreement. These special services also include the performance of property, or boundary surveys, services on calculations of special assessment, or operating manuals and operator training. The ENGINEER is not responsible under this Agreement to audit contractor's payrolls or records, or to check payrolls for compliance with wage rates or to act as foreman, superintendent, safety engineer, or for the safety of the contractors personnel, or to enforce governmental clauses made part of the construction contract as to consideration of the City of Fairhope receiving governmental loans or grants.

SPECIAL SERVICES

At the written request of the City of Fairhope, the Engineer shall accomplish such special services as required by the City of Fairhope. When the Engineer is requested to provide special services, such services may be provided by Engineer's own forces or through subcontracts with other professionals. However, contracts with other professionals for special services must have the written approval of the City of Fairhope before the work is initiated. Special services which may be required include, but are not necessarily limited to the following:

- A. Land Surveys and Engineering as necessary to establish property boundaries and prepare descriptions, and prepare property maps required for property right-of-way or easement acquisition purposes outside of the services in the scope of work.
- B. Soils and Material Investigations including test borings, laboratory and field testing of soils and materials and related reports as required for design and construction quality control purposes.
- C. Assistance of the City of Fairhope as expert witness in litigation arising from development or construction of any project.
- D. Accomplishment of special surveys and investigations, and the preparation of special reports and drawings as may be requested or authorized in writing by the City of Fairhope.
- E. Any other services not expressly called out in the scope of work.
- F. Pipe video and cleaning by sub-contractor.

Special services can be provided upon request at the established hourly rates as shown in the attached rate schedule.

SECTION 4A: DESIGN STEPS AND APPROACH with PERCENTAGE OF COMPLETION ALLOCATIONS

The following steps shall be completed for the project planning, route surveying, engineering design, permitting and bidding services.

- 1. EVALUATION/COORDINATION (10% Project fees)
 - a. Coordination with City of Fairhope on details for the sanitary sewer system route, specifications of materials and connections.
- 2. PERFORM ROUTE SURVEYING (20% Project fees)
 - a. Establish a construction baseline and construction stationing;
 - b. Locations of existing utilities, drainage structures, wetlands, roadways and right-of-ways;
 - c. Preparation of sanitary sewer system route drawings all the above items;
- 3. PREPARE SEWER SYSTEM CONSTRUCTION PLANS (46% Project fees)
 - a. Coordination with City of Fairhope staff for review and approval;
 - b. Prepare material specifications.
- 4. PERMITTING (9% Project fees)
 - a. Prepare, submit and obtain approval for ADEM NOR permit for construction.
- 5. ADVERTISE PROJECT (5% Project fees)
 - a. Prepare advertisement for bid in as required by Title 39 requesting Alabama General Contractors to bid on the project sanitary sewer system on a designated date and time.

6. **PRE-QUALIFICATION (5% Project fees)**
 - a. The Engineer shall provide pre-qualification requirements for the general contractors.
 - b. The Engineer shall conduct a pre-bid meeting with prospective contractors.

7. **AWARDING CONSTRUCTION CONTRACT (5% Project fees)**
 - a. The project engineering will provide a bid tabulation of all bids received from the contractors;
 - b. Based on the bid tabulation, a recommendation for awarding the contract will be made to the Utility Board for their approval.

SECTION 5 – DESIGN FEES

RESPONSIBILITIES OF CITY OF FAIRHOPE

The Engineer agrees to provide professional services for all services included in Section 1- Master Plan, Section 2- Survey Services, and Section 3- Pipe Video/Cleaning Section 4-Engineering Scope of Services, and Section 5- Design Steps and Approach with Percentage Completion Allocations, agrees to pay the Engineer as compensation for its services based on percentages of the allocated agreed estimated project cost, as benchmarks set out in Section 4A. Following timely completion of project, the City of Fairhope agrees to make final payment to Engineer as compensation for its services as specified below:

Fees – It is mutually agreed that compensation to the ENGINEER will be as follows:

For all work associated with Survey, Design, Permitting, and Letting as specified in General Services, the fee shall be based on a percentage of the estimated construction cost of the construction project, to be adjusted based on the actual construction cost as fixed by the lowest qualified bid received.

The percentage of construction cost for determination of Survey, Design, Permitting, and Letting fees based on a percentage of construction costs shall be in accordance with the following:

CONSTRUCTION COSTS		SURVEY, DESIGN, PERMITTING & LETTING PHASE – FEE %
\$	\$	%
Less than	\$100,000	9%
\$100,000	\$250,000	9%
\$250,000	\$500,000	9%
\$500,000	\$750,000	6.25%
\$750,000	\$1,000,000	6%
\$1,000,000	\$2,000,000	5.5%

\$2,000,000	\$4,000,000	5.25%
\$4,000,000	And above	5%

It is mutually agreed that the ENGINEER’s Design fee by this method shall not be less for construction cost in the lower range of one construction step than is available by utilizing the maximum construction cost and percentage for the preceding lower construction step.

For all work associated with Survey, Design, Permitting and Letting required to complete detailed plans and specifications for individual construction projects, payment shall be made periodically, based on the Board approved percentage of completion of the plans and specifications for the project as provided in percentage of completion allocations provided in Section 3.

Initial Estimated Value of Construction (this value will vary)..... \$1,800,000.00

Estimated Value of Design Fee (Ingleside to Hwy 104 Transmission Upgrade)..... \$99,000.00
Master Plan for Contributing Area, (Hourly, Not to Exceed).....\$6,000.00

~~Sub-Consultant SIS. (Special Services proposal attached for reference) N/A AB~~

Estimated total value of design engineering contract..... \$ 105,000.00

SECTION 6 – CONSTRUCTION ENGINEERING AND INSPECTION

The work will consist of Construction Engineering Inspection Services (CE&I) for the installation of new sanitary sewer infrastructure necessary to upgrade the existing Transmission line corridor.

BASIC SCOPE OF SERVICES

SECTION 7 - CONSTRUCTION ENGINEERING INSPECTION SERVICES

A. Construction Engineering Inspection Services

1. Attend meetings with City of Fairhope officials as required and assist in administering the construction contracts.
2. Recover and/or furnish reference line and bench marks for control of the work.
3. Review shop drawings and manufacturer’s drawings pertaining to the improvements for compliance with the design concept.
4. Review laboratory, mill and shop tests of materials to be incorporated into the work.

5. Provide field reviews of the work and interpret the plans and specifications by periodic visits to the site by Dewberry inspectors and engineers.
6. Provide the services of a project inspector, in order that the work under progress shall have continuous close inspection to ensure the project is in accordance with the project plans and specifications. The ENGINEER will endeavor to protect City of Fairhope Utilities against defects and deficiencies in the work of contractors, but does not guarantee the work or performance of the contractors.
7. The ENGINEER is not responsible under this Agreement to act as foreman, superintendent, or safety engineer or for the safety of the contractor's personnel.
8. Review and approve contractor's estimates for work performed for payment by the City of Fairhope.
9. Make final review of the construction upon completion and revise the construction drawings to show the project "record drawing", and certify that they are in accord with knowledge required to meet professional engineering standards of practice, the project was built in accordance with the Construction Contract Plans and Specifications.
10. Field measure pay items, quantity of work for preparation of final construction estimate for approval by contractor and payment by the City of Fairhope.
11. The ENGINEER will furnish City of Fairhope with up to a reasonable number of sets of all plans, reports, and specifications.

SECTION 8 - CE&I FEE SCHEDULE:

For all work associated with construction services, the fee shall be based on a percentage of the construction cost of each individual construction project as specified below. The percentage of construction costs for determination of construction services fees based on a percentage of construction costs shall be in accordance with the following:

CONSTRUCTION COSTS		CONSTRUCTION (CE&I) PHASE – FEE
\$	\$	%
Less than	\$ 100,000	11.25%
\$ 100,000	\$ 250,000	10%
\$ 250,000	\$ 500,000	9%
\$ 500,000	\$ 750,000	8%
\$ 750,000	\$1,000,000	7.75%
\$1,000,000	\$2,000,000	6.5%

\$2,000,000	\$4,000,000	6.25%
\$4,000,000	And above	6%

SECTION 9- FEES

RESPONSIBILITIES OF CITY OF FAIRHOPE

- A. The Engineer agrees to provide professional services for all services included in Sections:
 - 1. Construction Engineering Inspection Services
- B. City of Fairhope agrees to pay the Engineer as compensation for its services at the rates described in section 8 with the processing of each contractor pay request.

Fees – It is mutually agreed that compensation to the ENGINEER will be as follows:

For all work associated with Construction Engineering and Inspection, the fee shall be based on a percentage of the estimated construction cost of the construction project, to be adjusted based on the actual construction cost as fixed by the Final Contractor Pay Request for the construction project.

Estimated Construction Value..... \$1,800,000.00
 Estimated Value of CE&I Contract.....\$117,000.00
 CE&I services will be billed up to 85% complete until final invoice is processes to allow for adjustment of final contract value.

TERMS AND CONDITIONS

In consideration of the engineering services provided by Dewberry, Client agrees to pay in addition to the invoice amount, interest at the rate of 1.5% per month (18% APR) for all balances outstanding for more than thirty (30) days from the invoice date, said interest to be calculated retroactively to the invoice date. In the event that Dewberry Engineers, Inc. prevails in any litigation brought with respect to any dispute that may arise out of or in connection with this Contract, Client agrees to pay reasonable attorney’s fees and expenses of Dewberry Engineers, Inc. associated with said litigation. In the event the Client prevails in any such litigation, Dewberry agrees to pay reasonable attorney’s fees and expenses of the Client associated with said litigation.

RESTRICTION OF USE

This proposal includes information that shall not be disclosed outside of the CLIENT and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer, or as a result of, or in connection with, the submission of this information, CLIENT shall have the right to duplicate, use, or disclose the information to the extent provided in the resulting contract. This restriction does not limit, CLIENT’s right to use information contained in this proposal if it is obtained from another source without restriction. The information subject to this restriction is contained on all pages of this proposal.

AUTHORIZATION

If this proposal meets with your approval, please return one (1) executed original to this office. Receipt of the executed proposal will serve as our authorization to proceed. If you have questions, please do not hesitate to contact us.

Sincerely,

Dewberry Engineers Inc.



Andrew N. Bobe, P.E.
Senior Associate, Senior Project Manager

Attachments:

- Attachment A: Standard Hourly Billing Rate Schedule (7/23/18)
- Attachment B: Standard Terms and Conditions (3/19)

The foregoing contract with Dewberry Engineers Inc. is accepted:

Please Print Authorized Representative, City of Fairhope

Signature Authorized Representative, Date

Print Title of Authorized Representative

Standard Hourly Billing Rate Schedule

Dewberry	Hourly Rates
Professional	
Principal	\$290.00
Architect I,II,III	\$90.00, \$105.00, \$125.00
Architect IV,V,VI	\$135.00, \$150.00, \$170.00
Architect VII,VIII,IX	\$190.00, \$200.00, \$220.00
Interior Designer I,II,III,IV	\$85.00, \$95.00, \$110.00, \$150.00
Engineer I,II,III	\$110.00, \$120.00, \$135.00
Engineer IV,V,VI	\$150.00, \$170.00, \$195.00
Engineer VII,VIII,IX	\$210.00, \$225.00, \$240.00
Professional I, II, III	\$95.00, \$115.00, \$135.00
Professional IV, V,VI	\$150.00, \$160.00, \$175.00
Professional VII, VIII, IX	\$190.00, \$215.00, \$235.00
Technical	
Geographer/GIS I,II,III	\$85.00, \$95.00, \$110.00
Geographer/GIS IV,V,VI	\$130.00, \$140.00, \$150.00
Geographer/GIS VII,VIII,IX	\$180.00, \$200.00, \$225.00
Designer I,II,III	\$105.00, \$120.00, \$140.00
Designer IV,V,VI	\$155.00, \$175.00, \$200.00
CADD Technician I,II,III,IV	\$75.00, \$90.00, \$105.00, \$125.00
Surveyor I,II,III	\$60.00, \$75.00, \$90.00
Surveyor IV,V,VI	\$105.00, \$110.00, \$125.00
Surveyor VII,VIII,IX	\$140.00, \$165.00, \$185.00
Technical I,II,III	\$75.00, \$90.00, \$110.00
Technical IV, V, VI	\$115.00, \$130.00, \$150.00
Construction	
Construction Professional I,II,III	\$120.00, \$140.00, \$165.00
Construction Professional IV,V,VI	\$185.00, \$210.00, \$225.00
Inspector I,II,III	\$80.00, \$105.00, \$125.00
Inspector IV,V,VI	\$135.00, \$145.00, \$160.00
Survey Field Crews	
Fully Equipped 1, 2, 3, 4 Person Crews	\$125.00, \$155.00, \$185.00, \$215.00
With Laser Scanner 1, 2 Person	\$175.00, \$205.00
Administration	
Admin Professional I,II,III,IV	\$70.00, \$90.00, \$105.00, \$135.00
Non-Labor Direct Costs	Cost + 15%

** Company Confidential and Proprietary

**ATTACHMENT B
STANDARD TERMS AND CONDITIONS**

These Standard Terms and Conditions ("STCs") are incorporated by reference into the foregoing agreement or proposal, along with any future modifications or amendments thereto made in accordance with Paragraph 23 below (the "Agreement") between Dewberry ("we" or "us" or "our") and its client ("you" or "your") for the performance of services as defined in our proposal ("Services"). These STCs are fully binding upon you just as if they were fully set forth in the body of the Agreement, and shall supersede any term or provision elsewhere in the Agreement in conflict with these STCs.

1. **Period of Offer.** Unless we decide, in writing, to extend the period for acceptance by you of our proposal, you have 90 days from our proposal date to accept our proposal. We have the right to withdraw the proposal at any time before you accept. Delivery of a signed proposal—whether original or copy—to us constitutes your acceptance of the proposal, including attachments expressly incorporated into the proposal by reference. The proposal and incorporated attachments shall constitute the entire Agreement between you and us. If you request us to render Services before you deliver a signed proposal to us, and we render Services in accordance with the proposal, you agree that the proposal and these STCs constitute the Agreement between you and us even if you fail to return a signed proposal to us.
2. **Scope of Services.** For the fee set forth in the Agreement, you agree that we shall only be obligated to render the Services expressly described in the Agreement. Our Services shall not be construed as providing legal, accounting, or insurance services. Unless the Agreement expressly requires, in no event do we have any obligation or responsibility for:
 - a. The correctness or completeness of any document which was prepared by another entity.
 - b. The correctness or completeness of any drawing prepared by us, unless it was properly signed and sealed by a registered professional on our behalf.
 - c. Favorable or timely comment or action by any governmental entity on the submission of any construction documents, land use or feasibility studies, appeals, petitions for exceptions or waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to us from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. Site safety or construction quality, means, methods, or sequences.
 - g. The correctness of any geotechnical services performed by others, whether or not performed as our subcontractor.
 - h. The accuracy of earth work estimates and quantity take-offs, or the balance of earthwork cut and fill.
 - i. The accuracy of any opinions of construction cost, financial analyses, economic feasibility projections or schedules for the Project.Should shop drawing review be incorporated into the Services, we shall pass on the shop drawings with reasonable promptness. Our review of shop drawings will be general, for conformance with the design concept of the Project to which this Agreement relates ("Project") and compliance with the information given in the construction documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual field conditions. Our review shall not be construed as permitting any departure from contract requirements nor as relieving your contractor of the sole and final responsibility for any error in details, dimensions or otherwise that may exist.
3. **Your Oral Decisions.** You, or any of your directors, officers, partners, members, managers, employees or agents having apparent authority from you, may orally: (a) make decisions relating to Services or the Agreement; (b) request a change in the scope of Services under the Agreement; or (c) request us to render additional Services under the Agreement, subject to our right to require you to submit the request in writing before your decision or request shall be considered to have been effectively made. You may, at any time, limit the authority of any or all persons to act orally on your behalf under this Paragraph 3, by giving us seven (7) days advance written notice.
4. **Proprietary Rights.** The drawings, specifications and other documents prepared by us under this Agreement are instruments of our service for use solely for the Project and, unless otherwise provided, we shall be deemed the author of these documents and shall retain all common law, statutory, and other reserved rights, including the copyright and rights to any Dewberry trademarks. Upon payment in full for our Services, you shall be permitted to retain copies, including reproducible copies of our instruments of service for information and reference for the Project. Our instruments of service shall not be used by you or others on other projects for any reason or for completion or modification of this Project by other professionals, unless you enter into a written agreement with us allowing for such use. Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication inconsistent with our reserved rights. You shall defend, indemnify and hold us harmless, and release us, from any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of any use (including, without limitation, the means or media of transfer, possession, use, or alteration) of our instruments of service by (i) you, if such use is inconsistent with our reserved rights or this Paragraph 4, or (ii) any third party, regardless of the manner of use, if such third party received our instruments of service directly or indirectly from you (including if we or others have transmitted such instruments of service to the third party at your request or direction, for your benefit, or, and without limiting the foregoing, pursuant to a contractual obligation that is directly or indirectly derived (or flowed down) from a contract to which you have privity).
5. **Fees and Compensation.** If you request us to render services not specifically described in the Agreement, or, if we or anyone in our employ, is called upon to be deposed or to testify in a matter in which we are not a named party, that relates to the Project, you agree to compensate us for such services in accordance with the hourly rates as set forth on Attachment A of this Agreement or in any subsequently effective schedule, unless otherwise agreed in writing. If no compensation rate is set forth on Attachment A, or through written agreement between you and us, we shall be compensated for such services at our then current hourly rates. We may unilaterally increase our lump sum or unit billing rates on each anniversary of your acceptance of this Agreement by as much as five percent or the percentage increase in the CPI-W (U.S. Department of Labor Consumer Price Index-Washington), whichever is greater. Hourly rates are subject to periodic revision at our discretion.
6. **Period of Service.** The provisions of this Agreement and the compensation provided for under the Agreement have been established in anticipation of the orderly and continuous progress of the Project. Our obligation to render the Services will extend only for that period which may reasonably be required to complete the Services in an orderly and continuous manner and we may then, at our sole option, terminate the Agreement.
7. **Reimbursable Expenses.** Unless the Agreement otherwise provides, you shall reimburse us, or our affiliates, for all expenses we incur to render the Services for you under this Agreement, plus fifteen percent. We may submit invoices for reimbursable expenses separately from invoices for Services.
8. **Payment Terms.** We may submit invoices at any time to you for Services and for reimbursable expenses incurred. Invoices are payable within 30 days of the invoice date, and you agree to pay a finance charge of 1½% per month on any unpaid balance not received by us within 30 days of the invoice date. If you require payment via credit card, Dewberry will assess a 3% processing fee on the total amount invoiced. Invoices may be based either upon our estimate of the proportion of the total Services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of the Services. If any invoice is not paid within 30 days of the invoice date, we shall have the right either to suspend the performance of our Services until all invoices more than 30 days past due are fully paid or to terminate the agreement and to initiate proceedings to recover amounts owed by you. Additionally, we shall have the right to withhold from you the possession or use of any drawings or documents prepared by us for you under this or any other agreement with you until all delinquent invoices are paid in full. You shall not offset payments of our invoices by any amounts due, or claimed to be due for any reason. If you do not give us written notice disputing an invoice within 20 days of the invoice date, the invoice shall conclusively be deemed correct. All payments made by you should specify the invoice numbers being paid. If we receive payments that do not specify the invoices being paid, you agree that we may apply payments in our sole discretion. Time is of the essence of your payment obligations; and your failure to make full and timely payment shall be deemed a material breach.
9. **Information from You and Public Sources.** You shall furnish us all plans, drawings, surveys, deeds and other documents in your possession, or that come into your possession, which may be related to the Services, and shall inform us in writing about all special criteria or requirements related to the Services (together, "Information"). We may obtain deeds, plats, maps and any other information filed with or published by any governmental or quasi-governmental entity (together, "Public Information"). Unless we are engaged in writing as an additional service to independently verify such, we may rely upon Information and Public Information in rendering Services. We shall not be responsible for errors or omissions or additional costs arising out of our reliance on Information or Public Information. You agree to give prompt notice to us of any development or occurrence that affects the scope or timing of Services, or any defect in the final work submitted by us, or errors or omissions of others as they are discovered. We shall not be responsible for any adverse consequence arising in whole or in part from your failure to provide accurate or timely information, approvals and decisions, as required for the orderly progress of the Services.
10. **Plan Processing.** We may submit plans and related, or other, documents to public agencies for approval. However, it may be necessary, in order to serve your interests and needs, for us to perform special processing, such as attending meetings and conferences with different agencies, hand carrying plans or other documents from agency to agency, and other special services. These special services are not included in the basic fee and shall be performed as additional services on an hourly fee basis in accordance Paragraph 5 above.

11. **Meetings and Conferences** To the extent the Agreement provides, we will attend meetings and conferences that you, or your representatives, reasonably require. Furthermore, we will meet on an as-needed basis with public agencies that might be involved in the Project. Because we cannot forecast the scope and nature of these meetings and conferences, we will perform meeting and conference services on an hourly fee basis in accordance with our applicable hourly rate schedule.
12. **Your Claims** You release us from, and waive, all claims of any nature for any and all errors or omissions by us related to our performance under this Agreement, or in the performance of any supplementary services related to this Agreement, unless you have strictly complied with all of the following procedures for asserting a claim, as to which procedures time is of the essence:
 - a. You shall give us written notice within 10 days of the date that you discover, or should, in the exercise of ordinary care, have discovered that you have, or may have, a claim against us. If you fail to give us written notice within such 10 days, then such claim shall forever be barred and extinguished.
 - b. If we accept the claim, we shall have a reasonable time to cure any error or omission and any damage. This shall be your sole remedy, and you must not have caused the error or omission, or any damage resulting from the error or omission, to be cured, if we are ready, willing and able to do so.
 - c. If we reject the claim, we shall give you written notice of our rejection within 30 days of our receipt of your notice of claim. You shall then have 60 days to give us an opinion from a recognized expert in the appropriate discipline, corroborating your claim that we committed an error or omission, and establishing that the error or omission arose from our failure to use the degree of care ordinarily used by professionals in that discipline in the jurisdiction local to the Project. If you fail to give us such an opinion from a recognized expert within 60 days from the date we send you notice of our rejection of the claim, then such claim shall forever be barred and extinguished.
 - d. We shall have 60 days from receipt of your expert's written opinion to reevaluate any claim asserted by you. If we again reject such claim, or if the 60 day period from receipt of the written opinion of your expert elapses without action by us, then you may have recourse to such other remedies as may be provided under this Agreement.
13. **Hazardous or Toxic Wastes or Substances, Pollution or Contamination.** You acknowledge that Services rendered under this Agreement may be affected by hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances. To induce us to enter into this Agreement, you agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, that relate, in any way, to both (a) hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances, and (b) the performance by us of our obligations under the Agreement, whether or not such performance by us is claimed to have been, or was, or may have been, negligent. Unless otherwise expressly set forth in this Agreement, we shall have no responsibility for searching for, or identifying, any hazardous or toxic wastes or substances, or pollution or contamination due to the presence of hazardous or toxic wastes or substances; but if we discover or suspect the presence of any such wastes, substances, pollution or contamination due to the presence of hazardous or toxic wastes or substances, then we, in our sole discretion, and at any time, may stop work under, or terminate, this Agreement, in which event we will have no further liability to you for performance under this Agreement, and you shall make the payments to us required by Paragraph 14 of the STCs.
14. **Termination.** Either party may terminate the Agreement if the other party materially breaches the Agreement and does not cure the breach within 7 days after receiving notice of the breach from the non-breaching party. You shall immediately pay us for our Services rendered and expenses incurred through the termination date, including fees and expenses that we incur as a result of the termination.
15. **Payment of Other Professionals.** If this Agreement includes continuation of services begun by other architects, engineers, planners, surveyors, or other professionals, we may suspend our Services until you make arrangements satisfactory to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by us to be reasonable, then we may in our sole discretion terminate this Agreement.
16. **Assignment and Third-Party Beneficiaries.** Neither party shall assign or transfer any rights, interests or claims arising under this Agreement without the written consent of the other, provided, however, that we are permitted to (i) employ independent consultants, associates, and subcontractors as we may deem necessary to render the Services, (ii) assign our right to receive compensation under this Agreement, and (iii) transfer the Agreement to an affiliate of ours, in our sole discretion, with written notice to you (an affiliate for purposes of this Paragraph 16 is defined as any other business entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, us). This Agreement does not confer any benefit or right upon any person or entity other than the parties, except that our partners, members, managers, directors, officers, employees, agents and subcontractors shall have and be entitled to the protection afforded us under Paragraphs 9, 12, 13, 16, 20 and 22 of this Agreement.
17. **Applicable Law and Forum Selection.** The Commonwealth of Virginia's laws shall govern this Agreement in all respects, including matters of construction, validity, and performance. Except as provided in Paragraph 18, the parties agree that the courts of Fairfax County, Virginia, and the Federal District Court, Eastern District of Virginia, Alexandria Division, (together, "Courts") shall have exclusive jurisdiction over any controversy, including matters of construction, validity, and performance, arising out of this Agreement. The parties consent to the jurisdiction of the Courts and waive any objection either party might otherwise be entitled to assert regarding jurisdiction. The parties irrevocably waive all right to trial by jury in any action, proceeding, or counterclaim arising out of or related to this Agreement.
18. **Arbitration of Our Claims for Compensation.** Instead of proceeding in court, we, in our sole and absolute discretion, may submit any claim for compensation due us under this Agreement to arbitration in Fairfax County, Virginia in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the arbitration award may be entered in any court having jurisdiction. You agree not to assert any counterclaim or any defense by way of set-off in such arbitration, and that the arbitrator or panel shall have no authority to consider, or to render, an award based upon any such counterclaim or defense by way of set-off. We shall have the right to withdraw our demand for arbitration at any time before the arbitration hearing starts by giving written notice to the arbitrator or panel and you; and upon the giving of such notice by us, the arbitration shall terminate, no award shall be rendered, and we may then pursue our remedies in accordance with Paragraph 17 above.
19. **Severability.** If any part, term, or provision of this Agreement is held to be illegal or unenforceable, the validity and enforceability of the remaining parts, terms, and provisions of this Agreement shall not be affected, and each party's rights shall be construed and enforced as if the Agreement did not contain the illegal or unenforceable part, term, or provision.
20. **Limitations on Liability.** In recognition of the relative risks and benefits of the Project to you and us, you agree, that our liability for any loss, damages, property damages or bodily injury of or to you caused in whole or in part by us in the performance of this Agreement or any supplementary services in any way related to this Agreement, shall be limited in the aggregate to the amount of fees that you have paid to us for the Services. The parties intend that the foregoing limitation on liability shall apply to all claims, whether sounding in tort, contract, warranty, or otherwise. You release, waive, and shall not seek contribution from, or indemnification by, us for any claims of any nature made against you by any other person who may suffer any loss, damages, property damages or bodily injury in any manner associated with our services, or any supplementary services in any way related to this Agreement. Notwithstanding anything to the contrary elsewhere in the Agreement, we shall not be liable to you, in any event or for any amount, for delays; or for consequential, special or incidental damages; or for punitive or exemplary damages; or for the cost to add an item or component that we omitted from the instruments of service due to our negligence, to the extent that item or component would have otherwise been necessary, or adds value or betterment, to the Project. Should you find the terms of this Paragraph 20 unacceptable, we are prepared to negotiate a modification in consideration of an equitable surcharge to pay our additional insurance premiums and risk.
21. **Payment of Attorney's Fees.** The losing party shall pay the winning party's reasonable attorney's fees and expenses for the prosecution or defense of any cause of action, claim or demand arising under this Agreement in any court or in arbitration.
22. **Indemnification.** You agree to indemnify, defend and hold us harmless from and against any and all liability, loss, damages, claims and demands for loss, damages, property damages or bodily injury, arising out of acts or omissions by you, or your contractor, subcontractor or other independent company or consultant employed by you to work on the Project, or their respective partners, members, managers, directors, officers, employees, agents or assigns; or arising out of any other operation, no matter by whom committed or omitted, for and on behalf of you, or such contractor, subcontractor or other independent company or consultant, whether or not due in part to errors or omissions by us in the performance of this Agreement, or in the performance of any supplementary service in any way related to this Agreement, provided that you are not required to indemnify and hold us harmless under this Paragraph 22 in the event of our sole negligence.
23. **Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either us, you, or the respective agents of either, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.
24. **Notice.** Any notices issued to us shall be sent to our project manager with a copy sent via email to Notices@dewberry.com or mailed to 8401 Arlington Blvd, Fairfax VA 220131, Attn: Director of Contracts.

RESOLUTION NO. _____

AUTHORIZING AND CONSENTING TO THE TRANSFER OF OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY FOR PORTIONS OF TWIN BEECH ROAD (AKA CR44) AND BISHOP ROAD IN THE CITY OF FAIRHOPE

WHEREAS, Twin Beech Road (also known as CR44) from the intersection of Greeno Road (US Hwy 98) to the intersection of County Road 13 approximately 5,280 feet in length (1.0 mile); and Bishop Road from the intersection of Fairhope Avenue to the intersection of Edwards Avenue approximately 1,320 feet in length (0.25 mile), are roads or road segments with the majority of the road frontages inside the corporate limits of the City of Fairhope and collectively described herein as "the Fairhope Roads"; and

WHEREAS, the City of Fairhope desires to take over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads in order to facilitate the orderly development and maintenance of this area in its corporate limits; and

WHEREAS, the City of Fairhope has found and determined that taking over sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads is in the best interest of the City of Fairhope; and

WHEREAS, the City of Fairhope has the legal authority to carry out the intent of this resolution pursuant to Code of Alabama, Section 11-49-80 and other state laws and constitutional amendments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Fairhope, Alabama, as follows:

Section 1. That the City of Fairhope hereby agrees to accept and take over from Baldwin County the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads.

Section 2. That the Mayor, City Clerk, and other City officials are hereby authorized to execute and deliver such documents or agreements to Baldwin County as are necessary or requested to carry out the intent of this Resolution.

Section 3. Based on the condition and use of that portion of the Fairhope Roads, in accordance with Ala. Code Section 11-49-80 and 81 (1975), the County and the City of Fairhope agree that the County shall not be required to pay any sum or sums for being relieved of the burden of the ownership, control, management, supervision, repair, maintenance and improvement of the Fairhope Roads.

Section 4. If any part, section or subdivision of this Resolution shall be held to be illegal, invalid or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Resolution which shall continue in full force and effect notwithstanding such holding.

Adopted and approved this 9th day of October, 2019

CITY OF FAIRHOPE

BY: _____ / _____
Karin Wilson /Date
Mayor

ATTEST:

_____/_____
Lisa A. Hanks, MMC /Date
City Clerk

AGREEMENT

TRANSFER OF OWNERSHIP, MAINTENANCE AND RESPONSIBILITY FOR PORTIONS OF TWIN BEECH ROAD (AKA CR44) AND BISHOP ROAD IN THE CITY OF FAIRHOPE

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

RECITALS

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

Whereas, the County and City are authorized under Alabama law to control, manage, supervise, regulate, repair, maintain, and improve (hereinafter collectively "control") certain public roads inside their respective jurisdictions; and

Whereas, the County and City acknowledge and agree that the County maintains Twin Beech Road (also known as CR44) from the intersection of Greeno Road (US Hwy 98) to the intersection of County Road 13 approximately 5,280 feet in length (1.0 mile) (see Exhibit A); and Bishop Road from the intersection of Fairhope Avenue to the intersection of Edwards Avenue approximately 1,320 feet in length (0.25 mile) (see Exhibit B), are roads or road segments with the majority of the road frontages inside the corporate limits of the City of Fairhope and collectively described herein as "the Fairhope Roads"; and

Whereas, the City agrees to accept maintenance of the Fairhope Roads (as shown in Exhibit A and Exhibit B); and

Whereas, the City has found and determined that taking over control of the Fairhope Roads is in the best interest of City; and

Whereas, the County has found and determined that allowing the City to take control of the Fairhope Roads is in the best interest of the County; and

Whereas, the County and City now wish to enter into this Agreement to provide for their joint cooperation in transfer of maintenance responsibilities; and

Whereas, both the County and City have previously adopted Resolutions by their governing bodies assenting to this action and authorizing their respective officers to execute this Agreement; and

Whereas, the County and City are authorized to enter into this type of agreement pursuant to Code of Alabama, Section 11-49-80 and other state laws and constitutional amendments.

NOW, THEREFORE, in consideration often dollars (\$10.00), the mutual covenants and benefits achieved hereby, and other good and valuable consideration, the County and City hereby agree as follows:

Section 1. That the City shall take over and assume the sole and exclusive ownership, control, management, supervision, regulation, repair, maintenance, improvement, and responsibility for the Fairhope Roads as shown in the attached Exhibits "A and B" effective upon execution of this agreement.

Section 2. The City's obligations under Section 1 shall not commence until the County has transferred ownership via recorded deed of the corresponding right-of-way.

Section 3. City shall indemnify, defend, and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this section as "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever (excluding claims from injuries to Baldwin County employees), including claims for injunctive relief, condemnation or inverse condemnation, incurred by, asserted against, or imposed upon County, or as a result of any act or omission, by the City related to this Agreement. This indemnification shall survive the expiration or termination of this Agreement.

Section 4. That this Agreement contains the entire agreement of the parties concerning the Fairhope Roads, and there are no other agreements, representations, covenants, or commitments by either party relating to this subject matter other than those contained in this agreement.

In Witness Whereof, County and City, by and through their duly authorized officers, have set their hands and seals on the dates indicated below, and this Agreement is effective as of the date the last party signs below.

COUNTY:
BALDWIN COUNTY

ATTEST:

BY: _____ /
Charles F. (Skip) Gruber /Date
Chairman

_____/_____
Wayne Dyess /Date
County Administrator

CITY:
THE CITY OF FAIRHOPE

ATTEST:

BY: _____ /
Karin Wilson /Date
Mayor

_____/_____
Lisa Hanks, MMC /Date
City Clerk

State of Alabama)
County of Baldwin)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that CHARLES F. (SKIP) GRUBER, as Chairman of the Baldwin County Commission, and WAYNE DYESS, County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the _____ day of October, 2019.

Notary Public
My Commission Expires: _____

State of Alabama)
County of Baldwin)

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

Given under my hand and official seal, this the _____ day of October, 2019.


Notary Public
My Commission Expires: _____

Karin Wilson
Mayor



Richard D. Johnson, PE
Public Works Director

Memorandum

From: Richard D. Johnson; PE 
To: Mayor Karin Wilson
CC: PW, City Clerk, File
Date: September 16, 2019
Subject: Request for Road Acceptance & Maintenance – Baldwin County
Commission – Actionable Item for the City Council

Mayor Wilson:

The City has received a request from the Baldwin County Commission through the Baldwin County Engineer to accept and take over maintenance of two (2) road segments the majority of which is contained within the corporate limits of the City of Fairhope. They are:

1. Twin Beech Road (a.k.a. CR44) from Greeno Road to County Road 13 – 1 Mile
2. Bishop Road from Fairhope Avenue to Edwards Avenue – 0.25 Mile

These road segments are mostly encompassed by the City. 53% of the frontage of Twin Beech and 86% of the frontage of Bishop is within the City Limits. By state code we may have a future obligation to accept them as City-Maintained Streets. Twin Beech was resurfaced in 2018 and Bishop Road in 2014. New asphalt removes any short-term concerns of maintenance liabilities.

Acceptance of this segment of Bishop Road is warranted due to the containment within the City Limits. Acceptance of Twin Beech is marginal at best due to the near 50-50 containment within the jurisdiction. As you know the City is completing sidewalks on this segment of Twin Beech via a TAP Grant applied for before your term started. The County feels that since the City has been maintaining the ROW landscape (grass and trees) and now will be maintaining the new sidewalks, we should assume maintenance of the entirety of the ROW. There is logic to their argument.

If it is the will of the Mayor and Council to accept these ROW's, Public Works is supportive of that action. I have enclosed draft resolutions if the City Council chooses to act.

Thank you in advance in your assistance in this matter.

Yours,

RDJ

From: [Joey Nunnally](#)
To: [Richard Johnson](#)
Cc: [Frank Lundy](#)
Subject: Twin Beech Rd from US Hwy 98 to CR 13
Date: Wednesday, September 4, 2019 11:52:27 AM

Richard,

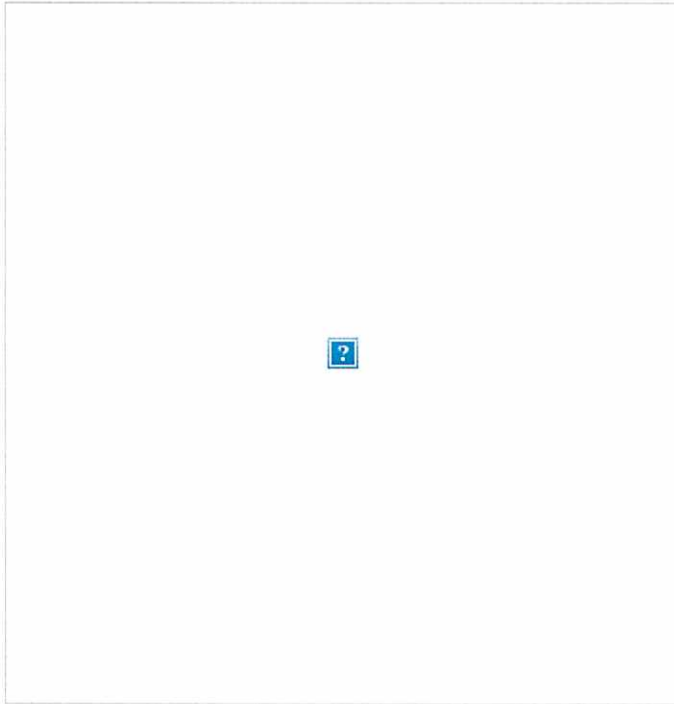
The one mile segment of Twin Beech Rd between US Hwy 98 and CR 13 is currently maintained by the County, but we would like to discuss the possibility of transferring ownership to the City. The majority of the roads intersecting this segment including Founders Drive and CR 13 (along with several others) are already maintained by the City and a large portion of the surrounding property has either already been annexed into the City or is owned by the City. In addition, the City is currently constructing a TAP Grant sidewalk project on County ROW along this portion of roadway and it is our understanding the City has applied for ALDOT funding to install turn lanes on Twin Beech Rd at US Highway 98. This location is primarily used by Fairhope City residents given the close proximity to Fairhope schools and the City's sports complex.

Even though CR 13 is a City road, the County recognized the need for intersection safety improvements at the intersection with Twin Beech Rd so we applied for and received a HSIP Grant to construct a roundabout. The County is providing all local match funds for this project and is overseeing construction. In addition, the County just resurfaced Twin Beech Rd last year, so the roadway is in good condition.

Thanks

Joey

From: [Joey Nunnally](#)
To: [Richard Johnson](#)
Cc: [Frank Lundy](#); [Tyler W. Mitchell](#)
Subject: Bishop Road Maintenance
Date: Friday, September 13, 2019 2:04:28 PM
Attachments: [image003.jpg](#)



Richard,

Baldwin County is requesting the City of Fairhope to take over maintenance of Bishop Road from Fairhope Avenue to Gayfer Rd ext. This portion of Bishop Road was resurfaced by the County in 2014 and lies almost entirely within city limits. Since Fairhope is permitting development in this area, maintaining this portion of the road would allow Fairhope to streamline the permitting process. Please let me know if this is acceptable to the City.

Thanks,
Joey Nunnally, P.E.
Baldwin County Engineer

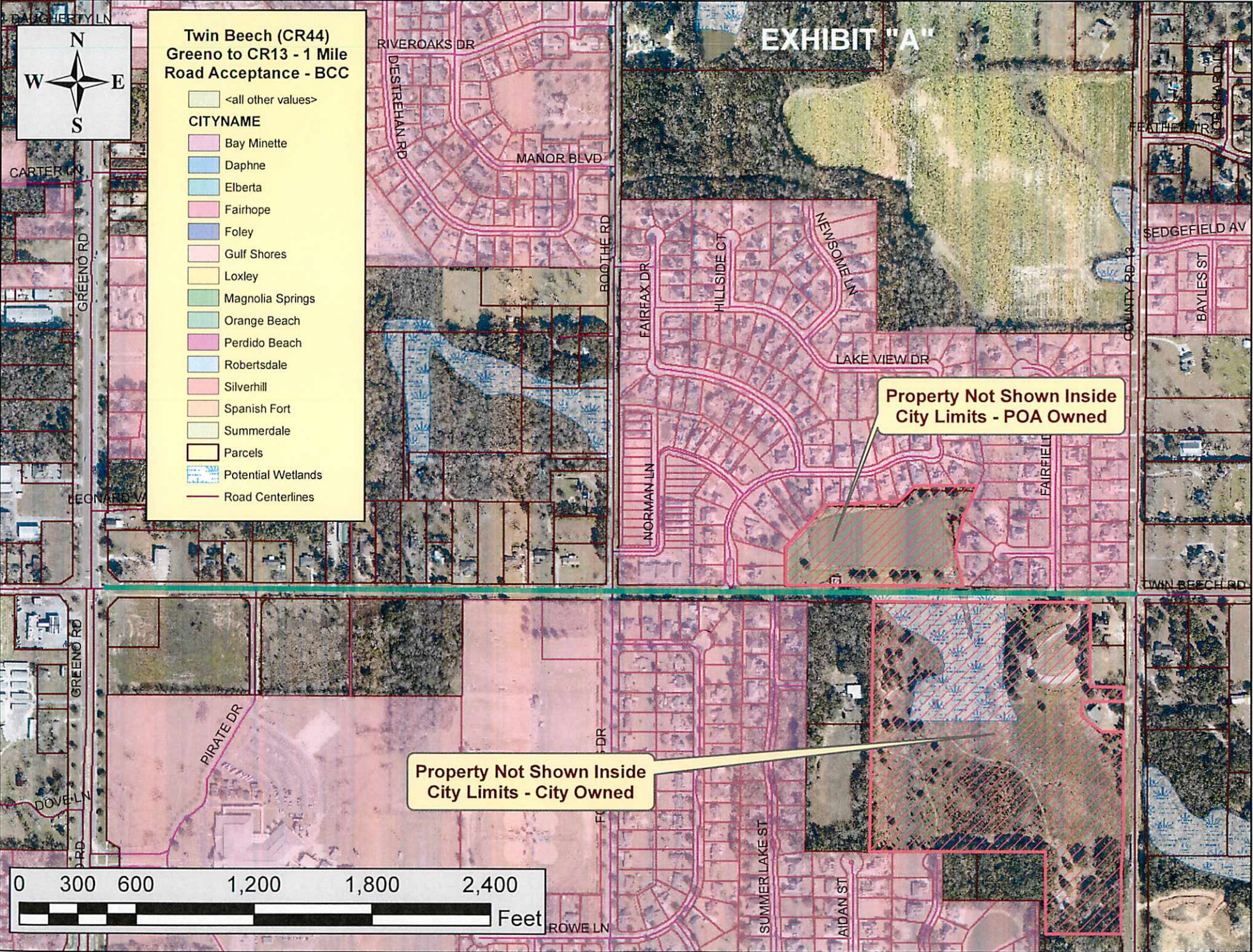
EXHIBIT "A"

Twin Beech (CR44) Greeno to CR13 - 1 Mile Road Acceptance - BCC

<all other values>

CITYNAME

- Bay Minette
- Daphne
- Elberta
- Fairhope
- Foley
- Gulf Shores
- Loxley
- Magnolia Springs
- Orange Beach
- Perdido Beach
- Robertsdale
- Silverhill
- Spanish Fort
- Summerdale
- Parcels
- Potential Wetlands
- Road Centerlines



Property Not Shown Inside
City Limits - POA Owned

Property Not Shown Inside
City Limits - City Owned

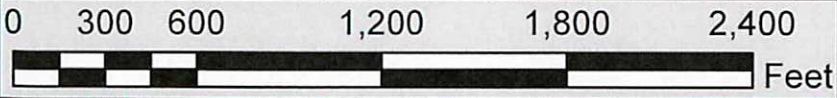
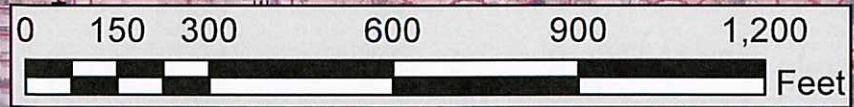
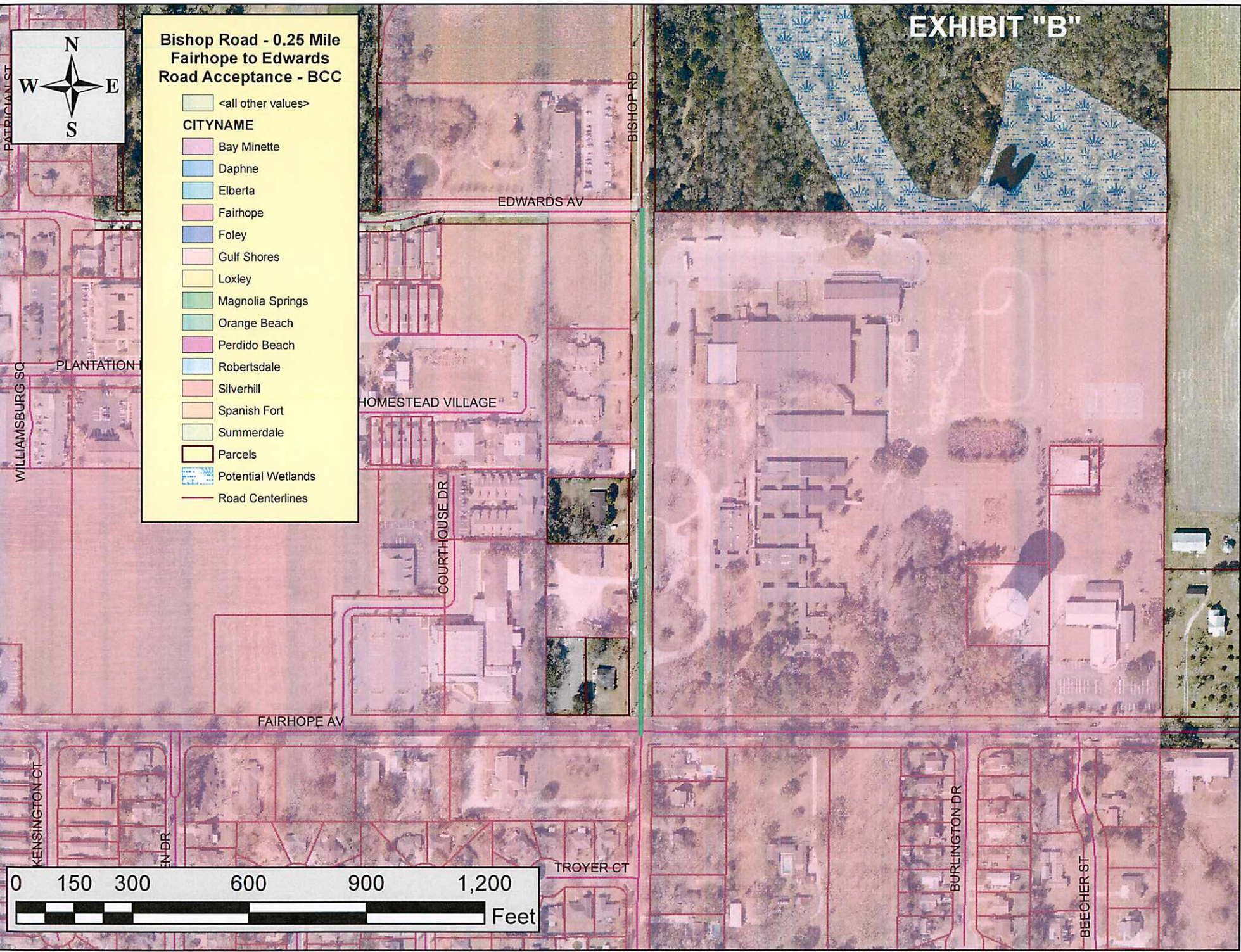


EXHIBIT "B"

**Bishop Road - 0.25 Mile
Fairhope to Edwards
Road Acceptance - BCC**

- <all other values>
- CITYNAME**
- Bay Minette
- Daphne
- Elberta
- Fairhope
- Foley
- Gulf Shores
- Loxley
- Magnolia Springs
- Orange Beach
- Perdido Beach
- Robertsdale
- Silverhill
- Spanish Fort
- Summerdale
- Parcels
- Potential Wetlands
- Road Centerlines



RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Council President Jack Burrell is hereby authorized to execute a contract for Professional Services for closing costs and title insurance on the Recreation Land Purchase with Kopesky & Britt, LLC with a cost not-to-exceed \$9,000.00.

DULY ADOPTED THIS 9TH DAY OF OCTOBER, 2019

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

WHEREAS, on the 26th day of November, 2018, the City of Fairhope adopted Resolution No. 3247-18; a resolution to approve the purchase of an Rear Loading Recycle Truck for the Public Works 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 \$155,999.00;

WHEREAS, there is a need to amend the resolution to add "The three-year lease-to-own for a total buy in the amount of \$155,999.00 including freight to be leased through BancorpSouth Equipment Finance or another local bank" and to authorize the execution of the agreement or sub-agreement with the bank as well.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Resolution No. 3247-18 is hereby amended to add "The three-year lease-to-own for a total buy in the amount of \$155,999.00 including freight to be leased through BancorpSouth Equipment Finance or another local bank" and authorizes the execution of the agreement or sub-agreement with the bank as well.

Adopted on this 9th day of October, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 3247-18

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 Rear Loading Recycle Truck for the Public Works 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 \$155,999.00.

Adopted on this 26th day of November, 2018

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 11/15/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: <u>Procurement of one rear loading recycle truck (replaces #533)</u>	
Project Location: <u>Public Works</u>	
Presented to City Council: <u>11/26/2018</u>	Resolution # : <u>3247-18</u>
Funding Request Sponsor: <u>Arthur Bosarge</u>	Approved _____
	Changed _____
	Rejected _____
Project Cash Requirement Requested: Cost: <u>\$155,999.00</u> from Sourcewell buying group	
Vendor: <u>Sansom Equipment Company</u>	
Project Engineer: <u>n/a</u>	
Order Date: <u>n/a</u>	Lead Time: <u>approx. 180-220 days</u>

<u>Department Funding This Project</u>							
General	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	Street-35	Sanitation-40 XXX

Project will be:	Funding Source:	
Expensed <u>XXX</u>	Operating Expenses <u>XXX</u>	
Capitalized _____	Budgeted Capital _____	
Inventoried _____	Unfunded _____	
Expense Code: <u>001400-50470</u>	Grant: _____	Federal - not to exceed amount
G/L Acct Name: <u>Capital Purchases</u>	_____	State
	_____	City
Project Budgeted: <u>\$163,000.00</u>	Bond: _____	Title _____ Year _____
Over (Under) budget amount: <u>(\$7,001.00)</u>	Loan: _____	Title _____ Year _____
	_____	_____
Comments: Approved as a lease payment in 2019 budget. First payment due in 2020. No impact on 2019 budget.	Capital Lease: _____	Payment _____ Term _____

City Council Prior Approval/Date? <u>No</u>		
<u>City Treasurer</u>	<u>Finance Director</u>	<u>Mayor</u>
Purchasing Memo Date: _____	Purchasing Memo Date: <u>11/14/2018</u>	Delivered To Date: <u>11/15/2018</u>
Request Approved Date: _____	Request Approved Date: <u>11/15/2018</u>	Approved Date: <u>11/15/18</u>
Signatures: _____	<i>Jill Cabaniss</i> Jill Cabaniss, MBA	<i>Karin Wilson</i> Mayor Karin Wilson

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 procurement of the Set up/rental of two sound stages, stage lights, and 8 snow machines for the City of Fairhope's Lighting of the Trees Celebration 2019 from Sound Associates, Inc. for up to three one-year contracts with an annual cost of \$10,500.00 (with a total not to exceed of \$31,500 for the three years).

Adopted on this 9th day of October, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 10/1/2019

Please return this Routing Sheet to Treasurer by: ASAP

COF 2135 10/1/19

Project Name: Rental of two states, stage lights and 8 snow machines for Lighting of the Trees Celebration for up to three year contract

Project Location: Downtown Fairhope

Presented to City Council: 10/9/2019

Resolution # :
Approved _____

Funding Request Sponsor: Jessica Walker, Director of Economic and Community Development
Paige Crawford, Special Events Coordinator

Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 10,500.00 Yearly contract

Vendor: Sound Associates, Inc.

Project Engineer: n/a

Order Date: n/a Lead Time: _____

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	Bldg-13	Police	Fire-20	ECD-24 XXX	Rec-25	Civic-26	Street-35
Fac Maint-45	Golf-50	Golf Grounds-55	Museum-70		Debt Service-85		Sanitation-40

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 001240-50490
G/L Acct Name: Community Events

Grant: _____ Federal - not to exceed amount
_____ State
_____ City

Project Budgeted: \$ 10,500.00 FY2020 Budget
Balance Sheet Item-
Included in projected
cash flow _____

Over (Under) budget amount: \$ -

Bond: _____ Title _____ Year _____
Loan: _____ Title _____ Year _____

Comments:

Sound Associates, Inc. is requesting a deposit of \$5,250.00 as soon as approved and a check for \$5,250.00 on November 21, 2019.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? No

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 9/30/2019

Purchasing Memo Date: 9/30/2019

Delivered To Date: 10/1/2019

Request Approved Date: 10/1/2019

Request Approved Date: 10/1/2019

Approved Date: 10/1/19

Signatures: Kim Creech
Kim Creech

Jill Cabaniss, MBA
Jill Cabaniss, MBA

Mayor Kath Wilson
Mayor Kath Wilson



MEMO

Karin Wilson
Mayor

MEMO

To: Kimberly Creech, Treasurer
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

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

Date: September 30, 2019

Lisa A. Hanks, MMC
City Clerk

Re: Greensheet approval -- over \$7,500, **Rental of two stages, stage lights and 8 snow machines for Lighting of the Trees Celebration 2019 for up to three years**

Kimberly Creech
Treasurer

The Special Events Manager, Paige Crawford, requests approval to rent two stages, stage lights and 8 snow machines for the City of Fairhope's Lighting of the Trees Celebration 2019. The request is to extend the contract for up to three one-year contracts: year one, "with the option to extend two more years".

Attached is Ms Crawford's request for three quotes: with Dorsett Productions and Blue Rents Inc. not providing a quote, while **the only response** for the quote was from **Sound Associates, Inc.** The recommendation from the Special Events Manager is for **Sound Associates, Inc** in the amount of **TEN THOUSAND FIVE HUNDRED DOLLARS (\$10,500.00)**. Sound Associates, Inc is requesting a Deposit of \$5,250.00 by October 1 (or as soon after approval as possible) and a check for \$5,250 on November 21, 2019. (See attached quotations). An up to three year contract at \$10,500.00 per year would amount to a not to exceed amount of \$31,500.

This procurement is over the greensheet approval benchmark of \$7,500, and over the \$10,000 Budgeted Operational limit for Council approval of a yearly contract of \$10,500.00. The approval of this up to three-year contract will save time and money. Because this is a rental of equipment it requires the Mayor's approval. The recommended vendor is Sound Associates, Inc. of Mobile, AL.

NOTES: See attached quotations for details.

Leadtime: due date of event

Please move this to the Mayor for approval of the rental.

161 North Section
St.
PO Drawer 429
Fairhope, AL 36533

Mayor Karin Wilson _____ / /

251-928-2136 (p)
251-928-6776 (f)
www.fairhopeal.gov

Cc: file, P. Crawford, Jessica Walker

Sound Associates Inc.
5675 Rabbit Creek Dr. Theodore, AL 36582
251-443-5001 Fax 251-443-8724

P. 1

Service Contract #11211901

Purchaser: City of Fairhope
Contact: Paige Crawford 251-510-7075

Event/Artist: Lighting of the Trees; downtown Fairhope, AL
Event Date: November 21, 2019 (Partial Load-In November 20)

Total Contract Price: \$10,500.00
Deposit: \$5250.00 check due to Sound Associates on October 1, 2019
Balance: \$5250.00 check due at load-in to Sound Associates on November 21, 2019

SERVICES TO BE PROVIDED BY SOUND ASSOCIATES INC:

Main Stage:

40' x 36' x 5' stage with 2 stair units, skirted on all sides / handrails on all sides

8' x 12' x 3' stage section with 16' ramps for band load-in/load-out

8 x Little Blizzard snow machines with rigging gear for attachment to traffic light posts on Nov. 14

18 moving LED lighting fixtures/ supported on 6 vertical trusses

4 x JBL VRX 932 speakers with audio mixing console, choir and instrument mics

Audio engineer and lighting engineer

All necessary labor

De La Mar Stage:

40' x 32' x 4' skirted stage with 2 stair units, handrails on all sides

All necessary labor

THE FOLLOWING SERVICES MUST BE PROVIDED BY THE PURCHASER AT NO COST TO SOUND ASSOCIATES:

Purchaser to provide assistance from City of Fairhope electrical staff for the rigging and testing of snow machines On the evening of November 21, 2019.

Purchaser will provide limited storage in Welcome Center for 3-4 pieces of equipment the night of November 20.

Purchaser Initial: _____

CANCELLATIONS/ SIGNATURES

By signing this contract, the purchaser agrees to all terms listed in this contract, unless agreed to in writing by Sound Associates and the Purchaser. The employer also agrees that the contracted event is "rain or shine," and that the full balance of contract is due to Sound Associates regardless of inclement weather or other factors beyond the control of Sound Associates. Any cancellation of the contract must be agreed to in writing by both the purchaser and Sound Associates. The purchaser also agrees that the contract deposit is non-refundable after 30 days before the start of the contracted event, even in the event of cancellation.

Purchaser Signature _____ Date: _____

SAI Signature _____ Date: _____

Paige Crawford

From: Malorie Miller <malorie@bluerents.net>
Sent: Monday, September 23, 2019 12:01 PM
To: Paige Crawford
Subject: RE: 2019 Lighting of the Trees Quote

Hey Paige,

Thank you for reaching out to Blue Rents for your upcoming rental needs. Unfortunately, we do not specialize in the type of staging and items you are needing. Please see the links below for local companies who could accommodate your needs:

Showbiz: <http://www.showbiztheatrical.com/>

Dorsett Productions: <http://www.dorsettproductionsunlimited.com/>

Thank you,

Malorie Miller | Event Sales Manager | 251.287.8285



The Premier Event Rental Company

Blue Rents Inc. | 251.479.8502 www.bluerents.net
1601E 1-65 Service Road South | Mobile, AL 36606

From: Paige Crawford <Paige.Crawford@fairhopeal.gov>
Sent: Monday, September 23, 2019 9:37 AM
To: Malorie Miller <malorie@bluerents.net>
Subject: 2019 Lighting of the Trees Quote

Morning!

I hope this email finds you doing well! Tree Lighting is only a few months out! We need to get a quote for the following production services for Lighting of the Trees on Thursday, November 21, 2019.

Production services for lighting of the trees in downtown Fairhope on November 21, 2019.

Includes:

Main Stage:

40' x 36' x 5' stage with 2 sets of steps, black skirting, and hand rails on all edges

8' x 12' x 3' stage section with 16' ramps for band load-in/ load-out

De La Mare Stage

Around 40' x 32' x 4' stage with 2 sets of steps, blackskirting, , and hand rails on all edges

Snow machine:

8 x Snow machines, flo wn from traffic light posts (Coordinate wit h Electr ic Depart ment setup on Wednesday November 20, 2019)

Lighting:

Lighting towers with moving light fixtures and vertical trusses

Audio:

4 x Powered loudspeakers wit h microphones for orchest ra and choir

St age build supervisor, audi o engin eer, lighting engineer

Price sh ou ld in clude all necessary labor and technical staff. Please contact me with any questions.

Thank You,

Paige Cr awford

Tourism and Special Events M anager

Paige.crawford@fairhopeal.gov

251.929.1466

Dee Dee Brandt

From: Paige Crawford
Sent: Monday, September 23, 2019 2:52 PM
To: Dee Dee Brandt
Subject: Lighting of the Trees 2019
Attachments: 20190923_131436.pdf

Dee Dee,

Attached is the contract with Sound Associates for the Lighting of the Tree 2019. I did reach out to Dorsett Production (No response) and Blue Rents (Unable to accommodate our requests) for quotes. I have emailed Sound Associates to ask about a 3 year contract and will let you know when I hear something.

Thanks,

Paige Crawford
Tourism and Special Events Manager
Paige.crawford@fairhopeal.gov
251.929.1466

RESOLUTION NO. _____

WHEREAS, on the 13th day of November, 2018, the City of Fairhope adopted Resolution No. 3209-18; a resolution that the City Council hereby authorizes and sets the Park and Street Usage Fees for the American South Football Alliance’s Fairhope Vikings semi-professional football team for a five-year term starting January 1, 2019 through December 31; and

WHEREAS, there is a need to amend the resolution as follows: “change the name of the league from the American South Football Alliance to IAFL Semi-Pro” and “change the name of the team from the Fairhope Vikings to the Fairhope Storm.”

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby amends Resolution No. 3209-18 as follows: “change the name of the league from the American South Football Alliance to IAFL Semi-Pro” and “change the name of the team from the Fairhope Vikings to the Fairhope Storm.”

Adopted on this 9th day of October, 2019

Karin Wilson, Mayor


Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 3209-18

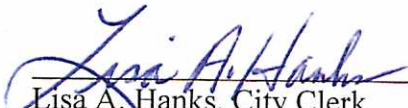
BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby authorizes and sets the Park and Street Usage Fees for the American South Football Alliance's Fairhope Vikings semi-professional football team for a five-year term starting January 1, 2019 through December 31, 2023. The set rental fee for Major's Field also known as the Fairhope Municipal Stadium shall be \$500 per rental for five mutually agreed upon spring days (generally March to July) per year starting in 2020. Additionally, the usage fees for the Barnwell football facilities shall be set at \$25 per day for regular spring season practice up to three mutually agreed days per week, weather permitting, during the same time frame. The fees in question are current established fees for rental of the facilities in question. In exchange for the five-year commitment from the City to establish a set fee schedule, the Vikings agree to be named and known as the Fairhope Vikings. The Fairhope Vikings shall comply with all standard facility use agreement requirements including but not limited to suitable minimum insurance requirements. The Parks and Recreation Department shall retain all concession and parking rights to be assigned at its discretion. School activities, Special Olympics, and other events take precedent over the Vikings. This contract cannot be subleased nor transferred to any other entity.

Adopted on this 13th day of November, 2018



Karin Wilson, Mayor

Attest:



Lisa A. Hanks, City Clerk

RESOLUTION No. -18

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council hereby authorizes and sets the Park and Street Usage Fees for the American South Football Alliance's Fairhope Vikings semi-professional football team for a five year term starting January 1, 2019 through December 31, 2023. The set rental fee for Major's Field also known as the Fairhope Municipal Stadium shall be \$500 per rental for five mutually agreed upon spring days (generally March to July) per year for games starting in 2020. Additionally, the usage fees for the Barnwell football facilities shall be set at \$25 per day for regular spring season practice up to three mutually agreed days per week, weather permitting, during the same time frame. The fees in question are current established fees for rental of the facilities in question and are not subject to transfer or sub-lease. In exchange for the five year commitment from the City to establish a set fee schedule, the Vikings agree to be named and known as the Fairhope Vikings. The Fairhope Vikings shall comply with all standard facility use agreement requirements including but not limited to suitable minimum insurance requirements. The Parks and Recreation Department shall retain all concession and parking rights to be assigned at its discretion.

- Need to change the name of the league from American South Football Alliance to IAFL Semi-Pro
- Change name of team from Fairhope Vikings to Fairhope Storm

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, THAT THE FOLLOWING 2019 – 2020 HOLIDAYS WILL BE OBSERVED BY ALL CITY PERSONNEL EXCEPT EMERGENCY EMPLOYEES:

- | | | |
|--------------------------------|----------|--|
| Veterans Day | - | Monday, November 11, 2019 |
| Thanksgiving Holidays | - | Thursday & Friday, November 28 & 29, 2019 |
| 1/2 Day Christmas Eve | - | Tuesday, December 24, 2019 |
| Christmas Holiday | - | Wednesday, December 25, 2019 |
| New Year's Day | - | Wednesday, January 1, 2020 |
| Martin Luther King, Jr. | - | Monday, January 20, 2020 |
| Memorial Day | - | Monday, May 25, 2020 |
| Independence Day | - | Friday, July 3, 2020 |
| Labor Day | - | Monday, September 7, 2020 |

DULY ADOPTED THIS 9TH DAY OF OCTOBER, 2019

Karin Wilson, Mayor

Attest

Lisa A. Hanks, MMC
City Clerk

6.07 RECREATION FACILITIES BENEFIT

Regular full-time employees and retirees are eligible for discounted fees to use the City's public pool, Recreation Center and Quail Creek Golf Course. The City Council determines the amount of the discount and any guidelines for use of these facilities at the discounted fees.

6.08 BENEFITS FOR PART-TIME AND TEMPORARY EMPLOYEES

Unless otherwise stated in these *Personnel Rules*, part-time and temporary employees are not eligible for employment benefits except those required by law (e.g., worker's compensation insurance coverage).

SECTION 7 – TIME OFF FROM WORK

7.01 PAID HOLIDAYS

The City observes the following as paid holidays for regular full-time employees and appointed officials:

- New Year's Day: January 1st
 - Martin Luther King's Birthday: Third Monday in January
 - Memorial Day: Last Monday in May
 - Independence Day: July 4th
 - Labor Day: First Monday in September
 - Veteran's Day: November 11th
 - Thanksgiving Day: Fourth Thursday in November
 - Day after Thanksgiving
 - Christmas Eve: December 24th – ½ day off
 - Christmas Day: December 25th
 - Birthday or Personal Day (After one year of service)
- The City Council may grant additional days off.

Paid holidays that fall on a Saturday will be observed on the preceding Friday; paid holidays falling on a Sunday will be observed on the following Monday. To receive holiday pay, the employee must work the last scheduled workday before and the first scheduled workday after the holiday unless the employee's Department Head has approved the scheduled work day off in advance as paid vacation under *Personnel Rules Section 7.03*.

Work On Holidays

Because many essential City services must be provided on holidays, employees, including part-time and temporary employees, may be scheduled to work on a holiday. If so, the employee will be paid one and one-half times his/her regular rate of pay for all hours worked on the holiday.

Lisa A. Hanks, MMC

From: Jennifer Olmstead
Sent: Thursday, September 26, 2019 4:29 PM
To: Lisa A. Hanks, MMC
Cc: Stephanie Hollinghead; Jack Burrell; Richard Johnson
Subject: Street & Traffic Control Meeting Recommendations

The committee moved for the following to be recommended to council for approval:

1. To place two driver feed-back speed signs (smart signs) on Gayfer Avenue in the proximity of Patlynn Ave – Richard Johnson will be able to provide you the cost.
- * 2. To place an all-way stop at the intersection of White Avenue and Equity Street

Regards,

Jennifer Olmstead
Revenue Manager/Magistrate
City of Fairhope
251-990-0190

CONFIDENTIALITY NOTICE - The information contained in this e-mail and any attachments to it may be legally privileged and include confidential information. If you are not the intended recipient, be aware that any disclosure, distribution or copying of this e-mail or its attachments is prohibited. If you have received this e-mail in error, please notify the sender immediately of that fact by return e-mail and permanently delete the e-mail and any attachments to it.

September 27, 2019

To whom it may concern regarding filming in Fairhope, AL.

The Intermark Group, an advertising agency in Birmingham and Vazda Studios, a production company in Birmingham are filming 4 separate 30 second commercials for the following areas of Alabama:

- Auburn-Opelika
- Montgomery
- Gulf Shores-Orange Beach
- Fairhope-Eastern Shore

These commercials are being produced for the Alabama Department of Tourism and will feature many of the wonderful opportunities in each community.

We will be filming during the timeframe of Oct. 14 through Oct. 19, 2019. Exact filming schedule has not been established but will be following the completion of my Location Scout of each community on Oct. 3, 2019.

The Director's name is Jason Wallis.

We will have a small crew of 8 and an additional 2-4 client and ad agency traveling with us when we are filming.

We will be traveling in 4 separate vehicle. Mostly mini vans and personal vehicles.

Vazda Studios and The Intermark Group would appreciate if the one time \$1,000 application fee and the \$5,000 refundable deposit be waived due to the fact that this is a project for the State of Alabama Department of Tourism.

We will also be issuing a Certificate of Liability Insurance to the City of Fairhope.

Thank you in advance and we look forward to making Fairhope and the Eastern Shore look as beautiful and charming as we all know it is.

Michael C. Walters
Location Scout/Manager
AL Department of Tourism
The Intermark Group/Vazda Studios
Cell: 205-243-8770
Email: jaxpop97@aol.com

Filming Permit Application

Please complete form and email to: jessica.walker@fairhopeal.gov

Production Company: Vazda Studios/The Intermark Group

Name of Film: Alabama Tourism-"Sweet Spot" 30 Second Broadcast Commercial-Eastern Shore

Contact Person: Michael C. Walters-Location Manager

Production Address: 101 25th Street North, Suite #102

City: Birmingham State: Alabama Zip: 35203

Office Phone #: (205) 324-3900 Mobile #: (205) 243-8770

Fax: NA Email Address: jaxpop97@aol.com

Type of Filming (check all that apply):

Feature Film TV Movie TV Series Commercial Other

Location (name and address): Downtown Fairhope and Fairhope Pier-Exact Locations TBD after Location Scout on October 3, 2019

Film Date: TBD after Location Scout-Sometime between 10/14-19/2019 Hours: TBD after Location Scout on October 3, 2019

Prep/wrap outside listed time? Yes No (see page 2, "Additional Information")

In case of inclement weather or other emergency, alternate date will be: TBD after Location Scout on October 3, 2019

Describe Scene:

Capturing B-Roll Footage of the Charming Downtown Fairhope, AL Area and Possibly The Fairhope to be incorporated into existing footage.

Number in cast: 0 Number in crew: 10-12 Number of extras: 0

Equipment Parking: TBD after Location Scout on October 3, 2019

Base Camp: TBD after Location Scout on October 3, 2019

Crew Parking: TBD after Location Scout on October 3, 2019

Extras Parking: NA

Catering (include any vehicle parking): NA

Other On-Street Parking: NA

Street Closure Requested? If yes, where (please be as specific as possible)*: None

*Police Officers are required for all street closures.

Intermittent Traffic Control (ITC) and/or Pedestrian Traffic Control (PTC) Requested? If yes, where (please be as specific as possible)*:

Very unlikely that we will need ITC, TBD after Location Scout on October 3, 2019

*Intermittent traffic control (ITC) may only be done in 2-3 minute intervals.

Police Officer: # needed 0 hours needed: _____ am/pm to _____ am/pm

Police Cars: # needed 0 hours needed: _____ am/pm to _____ am/pm

Special Equipment and Placement (generators, condors, etc.):

None

Special Effects (stunts, animals, gunfire, noise, etc.):

None

Special Requests (barricades, alteration to City property, etc.):

None

Moving to another location upon completion? Yes x No _____

If yes, list location: TBD after Location Scout on October 3, 2019, Next Location will more than likely be in another town.

Additional information (include any prep and wrap activities, times, parking, etc.):

TBD after Location Scout on October 3, 2019

Good afternoon Jessica,

Very nice speaking with you yesterday afternoon. My apologies for not getting this Filming Permit Application sooner to you.

We had an unexpected Production meeting this morning.

As you will see in the application, I won't have much of the information requested until I complete my Scout on October 3, 2019.

Once I have completed my Location Scout, I will post Location Picture to discuss with the Director, Jason Wallis.

After that time, I will have much clearer idea of where we will film in Fairhope.

The footage that we will be capturing will be used with existing footage to highlight the many wonderful things to do there in Fairhope.

This is a 30 second Commercial being produced for Lee Sentell and the State of Alabama Department of Tourism.

This is definitely a run and gun still production.

Asking for some flexibility as to the fact that the director, client, or someone from the ad agency may see something that they would like to capture while traveling through Fairhope.

Due to the different area's in the State that we will be filming, we have not put together a filming schedule yet and will do so after I have seen all locations and work out the various logistics with each city.

Our filming timeframe is Oct. 14 through 19.

We will be filming in Auburn-Opelika, Montgomery, Gulf Shores, Orange Beach, and Fairhope. Thank you in advance for working with us on this project.

Also, Do we need to fill out the City of Fairhope Business License Application?

I have also attached a letter asking that the application fees be waived due to this being a project for the State of Alabama Department of Tourism.

And if you could let me know how the Certificate of Liability Insurance should read, I'll have the Producer issue one and forward it to you.

Please let me know what else you may need from us at this time and I will fill in the missing information as soon as I have it.

Thank you and have a nice weekend.

Michael C. Walters
Location Scout/Manager
AL Department of Tourism
The Intermark Group/Vazda Studios