

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

**MONDAY, 22 OCTOBER 2018 – 4:30 P.M. – COUNCIL CHAMBER**

1. Discussion of Recommendation from the Recreation Board – That the City Council declare Knoll Park a Monarch Butterfly Sanctuary and encourage volunteers to provide a work day to make this possible; authorize the expenditure of less than \$100.00 of the City's landscape budget to purchase the plants and seeds.
2. Update on U. S. 98 and Alabama 104 Multi-Use Path – Richard Johnson
3. Amendment to the Fairhope Arts and Crafts Festival Foundation and City of Fairhope Memorandum of Understanding.
4. Committee Updates
5. Department Head Updates/Grant Updates

**Next Regular Meeting Monday, November 13, 2018 at 4:30 p.m. and Same Place**

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 22 OCTOBER 2018 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve minutes of 8 October 2018 Regular City Council Meeting, minutes of 8 October 2018 Work Session, and minutes of 8 October 2018 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253. Request to zone the property of LA Development, LLC to Planned Unit Development concurrent with annexation into the City of Fairhope. This property is generally located on the north side of County Road 44, approximately 900 linear feet west of State Highway 181, Fairhope, Alabama. A Portion of PPIN #362500, 362501, 362502, 362503, 362504, 362505, 362506, and 77747. Twin Beech Estates PUD. (Introduced at the September 24, 2018 City Council Meeting)
6. **Final Adoption** - An Ordinance to Repeal and Replace Ordinance No. 1176, Ordinance No. 1222, and Ordinance No. 1531, Known as The City of Fairhope’s Lodging Tax Ordinance.
7. Resolution – Authorizing the Mayor or Council as designated by the City Council to make an application for the H. L. “Sonny” Callahan Airport for an improvement project in the fiscal year 2019; and that the Fairhope Airport Authority affirmed that the local matching share of funds in the amount required for this airport improvement project has been officially approved, placed in the budget of the Authority and is available for expenditure by same upon execution of the State of Alabama’s funding agreement and start of project.
8. Resolution – That the Budget for the fiscal year ending September 30, 2018 be extended to allow the invoices and expenditures to continue as needed until the parts of Budget FY2019 are adopted.
9. Resolution – Holidays FY 2018 – 2019
10. Resolution – That the City of Fairhope has voted to purchase Kronos Timekeeping System Maintenance Annual Renewal for December 30, 2018 to December 29, 2019 for the IT Department; and the type of maintenance renewal needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost will be \$20,646.41.

11. Resolution – That the City of Fairhope has voted to procure Potting Soil for FY 2019 for the Public Works Department from Sungro Horticulture, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): “Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding.” The cost will be \$47,115.00.
12. Resolution – That Mayor Karin Wilson is hereby authorized to execute Change Order No. 2 to Project No. TAPOA-TA14 (919) U. S. 98 and AL 104 Multi-Use Path in the amount of \$35,485.00 and award the Change Order to Arrington Curb and Excavation, Inc.; and authorizes Mayor Wilson to execute Change Order No. 2.
13. Resolution – That the Fairhope City Council hereby accepts the Gift of Two Artworks to the City of Fairhope from Nall Hollis: “Dancing Camellia” valued at \$4,500.00 and “The Choice” valued at \$25,000.00.
14. Resolution – That the City Council hereby approves and authorizes the City of Fairhope to execute the First Amendment to the original Memorandum of Understanding between The Fairhope Arts and Crafts Festival Foundation and The City of Fairhope which was adopted on February 15, 2018 via Resolution No. 2976-18.
15. Resolution – That Fairhope First Baptist Church holds an annual Halloween party for children at its Section Street facility on Halloween night. Children and adults will be crossing Section and other adjacent side streets. Traditionally, lighting has been provided by the event sponsor, but due to Hurricane Michael, there is no lighting available for rental. Due to the nature of the holiday and the lack of available lighting, the Fairhope Police Department is hereby authorized to use its portable lights on public rights of way to help ensure the safety of children and adults crossing the public streets. The lighting units are not otherwise in use by the Department at that time.
16. Resolution – That the City Council request the Eastern Shore Metropolitan Planning Organization to fund the Project to install signalization of the intersection of Greeno and Old Battles Roads and commits to provide the required local match not to exceed \$70,000.00; and authorize Mayor Karin Wilson to execute the necessary documents with the Baldwin County Commission, and if necessary, with Alabama Department of Transportation for Project.
17. Resolution – That the City Council hereby approves and authorizes Mayor Karin Wilson to execute a Memorandum of Understanding (“MOU”) between the Baldwin County Commission, Baldwin County Sheriff’s Office, Baldwin County Public Schools (Baldwin County Board of Education) and the City of Fairhope regarding the School Resource Officer (“SRO”) Program at Baldwin Public Schools. The MOU shall be in effective as of August 15, 2018, and shall remain in effect for a period of two (2) years from the effective date. The Baldwin County Public Schools will pay up to Fifty Thousand Dollars (\$50,000.00) per year for each SRO to the City of Fairhope for SRO salaries, FICA, employer’s contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.
18. Resolution – To Appoint Election Officials for Special Election Day 6 November 2018

19. Appointment – Education Advisory Committee
20. Request – Mary Riser, Executive Director of Fairhope Film Festival – Requesting permission to use the Welcome Center as their Box Office from Wednesday, November 7, 2018 through Sunday, November 11, 2018; to use of the City public area near the Fairhope Clock for an informational tent with a couple of 6’ tables underneath; for signage and additional publicity in City notifications from October 26, 2018 through November 11, 2018; and a minimum of 6 pole banners to be hung 14 days prior to and during the Festival from October 26, 2018 through November 11, 2018.
21. Public Participation – (3 minutes maximum)
22. Executive Session
23. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, October 22, 2018 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, October 22, 2018 – Council Chambers**

**CITY OF FAIRHOPE  
SPECIAL ELECTION  
COUNCIL-MANAGER FORM OF  
GOVERNMENT REFERENDUM**

**NOVEMBER 6, 2018**

**IMPORTANT DATES**

- October 4, 2018 – Absentee Voting Begins
- November 1, 2018 – Last day to **APPLY** for absentee ballot
- November 5, 2018 – Last day to **RETURN YOUR** Hand-Delivered absentee ballot is the close of business (5:00 p.m.)
- November 6, 2018 – Last day to **RECEIVE MAILED** absentee ballots; Must be postmarked by November 5, 2018 and receive by noon to be counted!
- November 6, 2018 – ELECTION DAY – POLL HOURS 7 - 7**
- November 13, 2018 – Canvass the Election - 10:00 a.m. in Council Chambers

**Next Regular Meeting – Tuesday, November 13, 2018 - Same Time and Place**



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

The City Council met in a Work Session/Budget Meeting at 4:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 8 October 2018.

Present were Council President Jack Burrell, Councilmembers: Jay Robinson (arrived at 4:14 p.m.), Jimmy Conyers (arrived at 4:17 p.m.), Mayor Karin Wilson, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks. Councilmembers Robert Brown and Kevin Boone were absent.

Council President Burrell called the meeting to order at 4:17 p.m.

The following topics were discussed:

- Mayor Wilson addressed the City Council and discussed the personnel requests for the Budget being on Page 43. She mentioned an increase of 3 percent for General and six percent increase for Utilities. The Captain position was discussed; and the position for Special Events.

Council President Burrell questioned the Labor Cost Adjustment. Operations Director Richard Peterson explained the “LCA” and what was added. Council President Burrell said this is a complicated factor that is done once a year; and intended to help with the expense of employees in the Utilities. Mr. Peterson mentioned a “Cost of Service Survey” and we want benchmark with other utilities.

It was commented we cannot grow 40 personnel each year. Both Council President Burrell and Councilmember Robinson commented we had 18 to 20 full-time requested last year; and now we have 34 requested this year. Councilmember Robinson said this is being present as catching up. He stated there are two different perspectives: (1) want more employees and (2) don’t want idle employees.

Public Works Director Richard Johnson addressed the City Council regarding the need for garbage hoppers instead of inmates. He mentioned the reliability is not good; there is criminal activity; and the travel to and from Loxley to pick up and take back. Other departments and needs were discussed and questions answered.

Assistant Superintendent of Gas Terry Holman addressed the City Council and explained the need for his new employees and being behind three weeks and the overtime.

Economic and Community Development Director Sherry-Lea Botop addressed the City Council regarding City sponsored events along with video production, Coast 360, and hospitality supplies. She also mentioned the need for a Volunteer Coordinator for the Welcome Center to formalize the volunteers.

Museum Director Philip Bowlin addressed the City Council regarding satellite exhibits that would keep him offsite a great deal. Councilmember Conyers commented maybe a more detailed spreadsheet would suffice. Councilmember Robinson stated it is not a bad idea for a permanent person, but may only need part-time.

Mayor Wilson said we need someone during these events and 19 hours a week is not enough. Ms. Botop said this is a small investment for Welcome Center; and the person needs to know how to explain Everbridge notifications.

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

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Fairhope Municipal Complex Council Chamber,  
161 North Section Street, Fairhope, Alabama 36532,  
on Monday, 8 October 2018.

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

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

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

ORDINANCE NO. \_\_\_\_

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

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

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

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

The property of LA Development, LLC generally located on the north side of County  
Road 44, approximately 900 linear feet west of State Hwy. 181, Fairhope, Alabama.

**Twin Beech Estates PUD**

**PPIN #: 362500, 362501, 362502, 362503, 362504, 362505, 362506, and 77747**

**Legal Description:** (Case number ZC 18.02)

FROM THE SOUTHEAST CORNER OF SECTION 22 RUN NORTH 40 FEET AND  
N 89°55' W, 519 FEET FOR A POINT OF BEGINNING OF THE LAND HEREIN  
LEASED; THENCE N 89°55' W, 796.4 FEET TO A POINT 40 FEET NORTH OF  
SOUTHWEST CORNER OF SOUTHEAST QUARTER (SE ¼) OF SOUTHEAST  
QUARTER (SE ¼); THENCE NORTH 1283.5 FEET TO NORTHWEST CORNER OF  
SE ¼ OF SE ¼; THENCE S 89°46' E, 705.4 FEET ALONG THE NORTH LINE OF  
SAID SE ¼ OF SE ¼; THENCE SOUTH 378 FEET, THENCE S 89°46' E, 90 FEET  
AND THENCE SOUTH 903.2 FEET TO BEGINNING. PROPERTY IS OF THE  
LAND OF THE FAIRHOPE SINGLE TAX CORPORATION IN THE TOWN OF  
FAIRHOPE, ALABAMA, AS PER ITS PLAT THEREOF FILED FOR RECORD  
SEPTEMBER 13, 1911, SECTION 17, TOWNSHIP 6 SOUTH, RANGE 2 EAST,  
BALDWIN COUNTY, ALABAMA.

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.

2. **That**, the following development regulations shall govern:

Lots: There shall be 72 lots.

Use: Lots shall be single family residential.

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

Setbacks: Front – 20’, Rear – 15’, and Side – 6’.

Lot Coverage: Maximum lot coverage for the principal structure shall be 55% and an accessory shall be no more than 25% of the “required” rear yard.

Building Height: Maximum building height shall be 30’.

Accessory Structure Separation: Between structures – 5’, Side and Rear property lines – 5’

**The property is hereby initially zoned Planned Unit Development (PUD) concurrent with annexation into the City of Fairhope.** This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

ADOPTED THIS 22ND DAY OF OCTOBER, 2018

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

ATTEST:

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



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

PETITION FOR ANNEXATION

STATE OF ALABAMA )(
COUNTY OF BALDWIN )(

We, the undersigned PETITIONER(S), owner(s) of the lands in fee simple described in the attached EXHIBIT A, such property being without the Corporate Limits of the City of Fairhope, Alabama, but being contiguous to the said Corporate Limits; and such property not lying within the corporate limits or police jurisdiction of any other municipality, do, by these presents, hereby petition the City of Fairhope, a municipal corporation, that said property be annexed into the City of Fairhope, Alabama.

The subject land is delineated on the map attached hereto as EXHIBIT B.

This petition is filed under authority of Section 11-42-21, Code of Alabama, 1975, as amended.

[ ] This petition is for R-1 Zoning

[X] The condition of the Petition is that zoning be established as PUD Concurrent with Annexation. (Zoning Request)

Is this property colony property X Yes No. If this property is colony property the Fairhope Single Tax Office must sign as a petitioner.

Signature of Petitioner

ERIC E. GODWIN FOR LA DEVELOPMENT, LLC
Print petitioner's name

Signature of Petitioner

JENNIFER EVANS SANFORD as Office Manager of FSTC only
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: TWIN BEECH RD, FAIRHOPE, AL 36532

Petitioner's Current Physical Address: 20858 COUNTY RD 13, SUITE D FAIRHOPE, AL 36532

Petitioner's Current Mailing Address: 20858 COUNTY RD 13, SUITE D FAIRHOPE, AL 36532

Telephone Number(s): 251-583-3221 Home Work

County Tax Parcel Number: 05-46-05-22-0-000-001.572, -.835, -.836, -.837, -.838, -.839, -.840, -.841



**U.S JUSTICE DEPARTMENT INFORMATION**

- Size of property (acres or square feet) 22.6 1/2 AC
- If property is occupied, give number of housing units N/A
- Number of Persons residing in each unit, and their race N/A
- If property is unoccupied, give proposed use SUBDIVISION
- If property is being developed as a subdivision, give subdivision name  
TWIN BEECH ESTATES
- Number of lots within proposed subdivision 78

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

Given under my Hand and Seal this 18 day of Dec, 20 17,

(Seal)



Heather McDonald  
Notary Public

My commission expires 3/24/21

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

Given under my Hand and Seal this 18<sup>th</sup> day of December, 20 17,



LeAnn M. Amond  
Notary Public

My commission expires 3/31/18

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

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

(Seal)

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

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

# Exhibit A

SITE DATA TABLE	
SITE	35.500 AC (15.00 AC) (15.00 AC)
PROPOSED IMPROVEMENTS	1.000 AC (1.000 AC) (1.000 AC) (1.000 AC)
EXISTING IMPROVEMENTS	1.000 AC (1.000 AC) (1.000 AC) (1.000 AC)
TOTAL IMPROVEMENTS	2.000 AC (2.000 AC) (2.000 AC) (2.000 AC)
PROPOSED IMPROVEMENTS (NET)	1.000 AC (1.000 AC) (1.000 AC) (1.000 AC)
EXISTING IMPROVEMENTS (NET)	1.000 AC (1.000 AC) (1.000 AC) (1.000 AC)
TOTAL IMPROVEMENTS (NET)	2.000 AC (2.000 AC) (2.000 AC) (2.000 AC)
PROPOSED IMPROVEMENTS (GROSS)	1.000 AC (1.000 AC) (1.000 AC) (1.000 AC)
EXISTING IMPROVEMENTS (GROSS)	1.000 AC (1.000 AC) (1.000 AC) (1.000 AC)
TOTAL IMPROVEMENTS (GROSS)	2.000 AC (2.000 AC) (2.000 AC) (2.000 AC)
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TOTAL IMPROVEMENTS (NET) (2.000 AC) (2.000 AC) (2.000 AC) (2.000 AC)	

### HATCH LEGEND

- PROPOSED ASPHALT SURFACE
- PROPOSED CONCRETE SURFACE

### SITE PLAN LEGEND

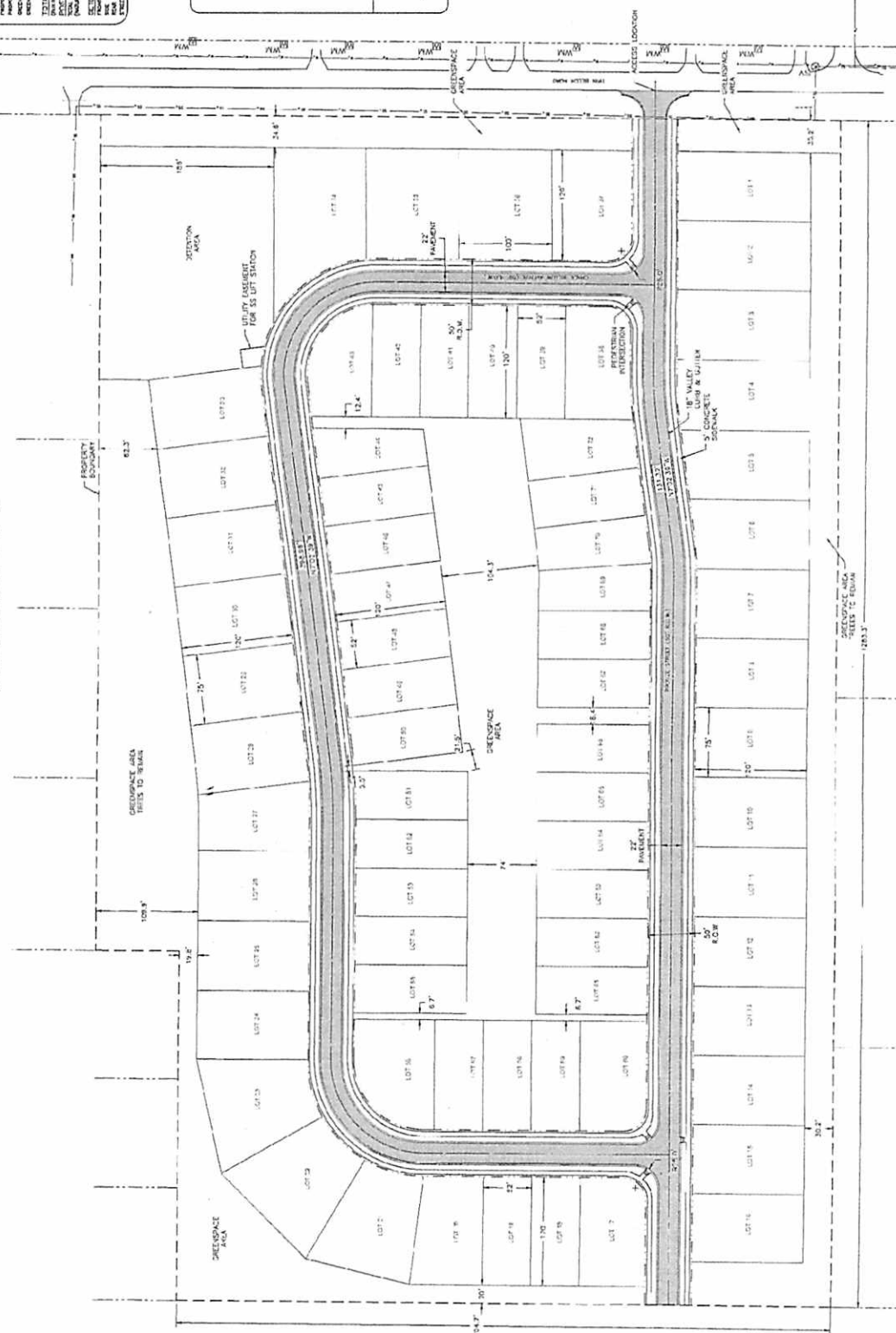
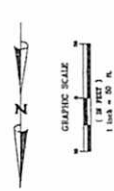
- PROPERTY LINE

**OWNER/DEVELOPER**  
TWIN BEECH ESTATES, A PUD  
2000 COUNTY ROAD 111, SUITE B  
DUBLIN, CA 94568

**ENGINEER**  
JAN L. GARDNER, P.E.  
JAN L. GARDNER, P.E.  
A.E.C. NO. 2011

**SURVEYOR**  
JAN L. GARDNER, P.E.  
A.E.C. NO. 2011

**UTILITY PROVIDERS**  
WALSH - CITY OF FARMINGTON  
SUNBELT POWER & LIGHT INC.



NUMBER	REVISION	DATE	SCALE	OVERALL SITE PLAN	
			1"=50'	TWIN BEECH ESTATES, A PUD	
				LA DEVELOPMENT, LLC	
<p><b>Sawgrass</b> CONSULTING, LLC ENGINEERING - SURVEYING - CONSTRUCTION MANAGEMENT</p> <p>11000 N. FAY AVENUE, SUITE 100, DENVER, CO 80240 PHONE: (303) 440-1100 FAX: (303) 440-1101</p>			DATE	MAY, 2018	
			DRAWN BY	IMK	
			CHECKED BY	DC	
			SHEET	4-0	





# City Council

September 2018

Case: ZC 18.02 Twin Beech Estates

**Applicant Name:**  
Sawgrass Consulting, LLC

**Owner:**  
LA Development, LLC

**Site Data:**  
Number of lots: 72  
Total Acreage: 22.6 +/-

**Project Type:**  
Rezoning Request from  
**Unzoned, Unincorporated  
Baldwin County**  
to  
**Planned Unit Development  
(PUD)**

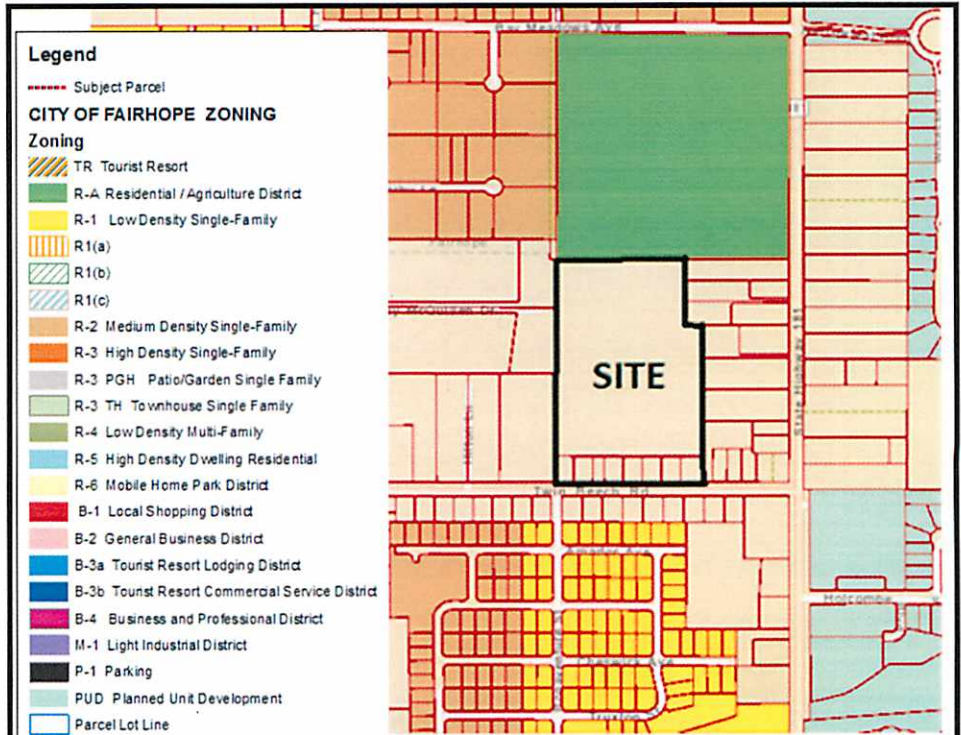
**PPIN Number**  
77747, 362500, 362501,  
362502, 362503, 362504,  
362505, 362506

**General Location:**  
Twin Beech Road 0.2 miles  
West of AL HWY 181

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

**Staff Recommendation:**  
Approve

**PC Recommendation:**  
Approve



**Summary of Request:**

The applicant is seeking concurrent annexation and rezoning of eight parcels comprising approximately 22.6 acres +/- from unzoned Baldwin County to the City of Fairhope as a Planned Unit Development (PUD). The subject property is located approximately 0.2 miles west of AL HWY 181 on Twin Beech Road (Baldwin County Road 44). The parcel abutting subject property immediately to the north (PPIN 15078) is zoned City of Fairhope Residential/Agriculture District (R-A). All other parcels abutting subject property are located in unzoned Baldwin County, however a series of parcels zoned City of Fairhope Medium Density Single Family (R-2) are located approximately 120' feet northwest of subject property as well as 320' southwest of subject property. A series of parcels zoned City of Fairhope Low Density Single Family (R-1) is located approximately 240 feet south of subject property. Two Planned Unit Developments (PUD) are located in close proximity to subject property: Stone Creek PUD is located 0.6 miles southeast of subject property, and Firethorne PUD is located 0.5 miles northwest of subject property.

**Comments:**

The subject property is comprised of one large (PPIN 77747) generally rectangular parcel and seven smaller (PPIN 362500, 362501, 362502, 362503, 362504, 362505, and 362506) parcels fronting Twin Beech Road, a paved publicly-maintained street. The supporting drawings included with the request for annexation/PUD zoning request depict a future subdivision of 72 single family residential lots. Should the annexation be approved, and the zoning classification be approved as a PUD, the future subdivision application will include the afore-mentioned 72 single family lots, one full-access entrance/exit on the subdivision's west side along Twin Beech Road, and one unopened 50' future right-of-way in the subdivision's northwest corner. The applicant has made extensive modifications to the site's master plan since first appearing on the February 5, 2018 Planning Commission agenda. In addition to reducing the number of lots from 78 to 72, and therefore reducing the development density from 3.45 units per acre to 3.19 units per acre, the lot sizes of the development are more varied and strategic placement of the various lot sizes has greatly improved the development's compatibility with adjacent areas and the surrounding neighborhood. The typical lot size (and virtually all lots were this size) in the initial submittal as 52' wide, 120' long, for an average lot area of approximately 6,200sf. The current application contains lots as large as 100' wide and 120' long (12,000sf) along Twin Beech Road, 75' wide and 120' long lots (9,000sf) around the outer perimeter of the development, and 52' wide by 120' long (6,240sf) lots along the inner perimeter of the development. If approved the development will the largest lots along Twin Beech Road buffered by an open space area required by the Twin Beech Road ROW setback transitioning to smaller lots on the outer perimeter with the smallest lots in the center of the development and farthest away from existing developments.

The *City of Fairhope Zoning Ordinance*, Article III.A. provides the following purpose for the requested zoning of the subject property:

***PUD Planned Unit Development: 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.***

The *City of Fairhope Zoning Ordinance*, Article VI. Section A.4. further defines the requirements of Planned Unit Development (PUD):

***Ordinance and Site Plan Required – Each Planned Unit Development shall have an Ordinance that establishes the development of regulations for the district. In approving a Planned Unit Development, the ordinance shall reference the site plan, which shall prescribe development***

**standards. The site plan after approval shall become part of the amending ordinance. All development shall be in conformance with the approved Site Plan and development regulations.**

The site data table included with the supporting documents of subject application includes the proposed dimensional standards summarized in the table below:

**Case # ZC 18.02 Proposed PUD Dimensional Standards**

<i>District</i>	<i>Lot #'s</i>	<i>Lot Sizes (minimum)</i>	<i>Typical Lot Width</i>	<i>Front Setback</i>	<i>Rear Setback</i>	<i>Side Setback</i>	<i>Max. Lot Coverage</i>	<i>Max. Building Height</i>
PUD	5-10 27-30 44-72	6,200 sf	52'	20'	15'	6'	55%	30'
PUD	11-26 31-43	9,000 sf	75'	20'	15'	6'	55%	30'
PUD	Lot 1	10,200	85'	20'	15'	6'	55%	30'
PUD	2-4	12,000	100'	20'	15'	6'	55%	30'

The requested PUD for the subject property reflects the dimensional standards shown above. In addition, 5' rear and side setbacks are required for any accessory structures located on the residential lots within the PUD. Any accessory structures must be behind the rear building line of the principle structure, maintain 5' separation from the principle structures, and have lot coverage of no more than 25% of the required rear yard for each lot.

**School Student Analysis:**

The proposed PUD master plan for Twin Beech Estates contains 72 single family lots. Applying the student yield factors (SYF) provided by the Baldwin County Board of Education listed below, the development is expected to generate 28.1 (or 72 x 0.39) elementary school students, 7.92 (or 72 x 0.11) middle school students and 12.24 (or 72 x 0.17) high school students.

<b>Development Name</b>	<b>Application Type</b>	<b>Housing Type</b>	<b>Total Units</b>	<b>Attendance Zone</b>	<b>SYF</b>	<b>Expected Number of Students</b>
Twin Beech Estates	PUD request	SF	78	Fairhope Elementary	0.39	28.1
" "	" "	"	"	Fairhope Middle	0.11	7.92
" "	" "	"	"	Fairhope High	0.17	12.24
				<b>Total Students</b>		48.26

**Allowable Uses:**

The applicant provided a project narrative for the requested PUD and indicated "single family residential" as the requested use type within the proposed PUD. No other use types are indicated in the applicant's PUD request narrative.

**Zoning History of Nearby Properties:**



SD 15.08 (Preliminary) was a request of Sawgrass Consulting, LLC for preliminary plat approval of Twin Beech Estates, an 8-lot subdivision located on the north side of Twin Beech Road (County Road 44) just west of State Highway 181. All lot widths are at least 100' wide and all lots front upon a paved, publicly maintained street or road as required by the *City of Fairhope Subdivision Regulations*. SD 15.08 was approved by the Fairhope Planning Commission on April 6, 2015 however no request for annexation and zoning establishment was submitted by the applicant and the lots created by SD 15.08 (PPINs 362500, 362501, 362502, 362503, 362504, 362505, and 362506 and remnant parcel 77747) remain in unzoned Baldwin County. Matters involving sidewalks, building setbacks, and street trees were reviewed and approved by the Baldwin County Highway Department in accordance with the County's subdivision regulations.

SD 15.12 (Final) was a request of Sawgrass Consulting, LLC for final plat approval of Twin Beech Estates, more fully described in case number 15.08, above. SD 15.12 was approved by the Fairhope Planning Commission on August 3, 2015. A maintenance bond for water and sewer utilities was received on August 31, 2015 and the utilities related to SD 15.12 were accepted for maintenance by the Fairhope City Council on October 26, 2015.

SD 04.53 (Preliminary) was a request of Engineering Development Services on behalf of Elite Development for preliminary plat approval of Woodlawn Subdivision located west of State Highway 181 and south of Twin Beech Road (County Road 44). The development is comprised of 81 lots covering approximately 34.4 acres, for a *lot density of approximately 2.35 units per acre*. The proposed 75' lot widths and 10,500sf lot area was compliant with the City Fairhope Subdivision Regulations circa 2004. Additional review of subdivision requirements was provided by the Baldwin County Planning and Zoning Department, as no request for annexation and zoning establishment was submitted by the applicant concurrent with the subdivision application and as a result the development remained in unzoned Baldwin County. SD 04.53 was approved by the Fairhope Planning Commission on September 7, 2004.

SD 06.19 (Final) was a request of Engineering Development Services on behalf of Elite Development for final plat approval of Woodlawn Subdivision, more fully described in case SD 04.53 above. Case SD 06.19 was approved by the Fairhope Planning Commission on April 3, 2006. Staff noted in the minutes of the afore-mentioned planning commission meeting the development location was now located in City of Fairhope R-1 Low-Density Single-Family Zoning District, non-conforming.

Case number ZC 14.11 was a request of Prebble-Rish, LLC to establish initial zoning of R-2 Medium Density Single Family Residential District concurrent with conditional annexation into the City of Fairhope for Woodlawn Phase 2 and 3 (SD 14.17), located on the south side of Twin Beech Road between Woodlawn Phase 1 and Summer Oaks Stables. Woodlawn Phase 2 and 3 is a continuation of Woodlawn Phase 1, with comparable sized lots. The smallest lot size included in the development (SD14.17) is 10,500sf, the largest lot size is 14,147sf with a maximum lot coverage of 37%. All other lot dimensions are consistent with R-2 Medium Density Single Family. The development consists of 70 lots over approximately 32 acres, for a *lot density of approximately 2.19 units per acre*. The Fairhope Planning Commission approved the conditional annexation to R-2 Zoning District on November 3, 2014 with final approval by the Fairhope City Council on January 26, 2015.

Case number ZC 04.10 was a request of Volkert and Associates on behalf of Rance Rheel for a zoning change from unzoned Baldwin County to Planned Unit Development (PUD) for Stone Creek, conditioned on annexation into the City of Fairhope. The 174-acre development is generally located along State Highway 181 near the intersection of HWY 181 and Twin Beech Road (Baldwin County Road 44). The PUD consists of 226 residential lots and 4 commercial lots. Lot sizes range from 7,000 sf to 1 acre, with the majority of the lots in the 13,000sf to 18,000sf size. Residential over commercial is allowed in the commercial areas, as well as 35 condominium units in the commercial areas. The minimum lot width shown on the site plan exhibit is 50', with setbacks varying depending upon lot size. Maximum lot coverage is 60% and 50% for residential and commercial lots, respectively with maximum building heights of 35' and 40' for residential and commercial structures, respectively. The Fairhope City Council approved the re-zoning/annexation request on December 27, 2004.

Case number ZC 14.04 was a request of Prebble-Rish, LLC on behalf of Chapel Farm, LLC for an amendment to the Stone Creek PUD, original case number ZC 04.10. The Stone Creek PUD is generally located along State Highway 181 near the intersection of HWY 181 and Twin Beech Road (Baldwin County Road 44). The justification for the PUD amendment was based upon future ALDOT right-of-way acquisition of portions of commercial lots 1-3 in the original PUD. The PUD amendment requested commercial lots 1-3 be converted to 13 residential lots, with commercial lot 4 to remain but with 18 condominium units in lieu of the 35 condo units included in the original PUD. The PUD amendment also reflected a corrected lot count of 264 units, and a corrected acreage of 177.20 acres (*approximately 1.49 units per acre density*). All other components of the original PUD remain as approved in case number ZC 04.10. The Fairhope City Council adopted the PUD Amendment at their May 27, 2014 regular meeting. The dimension standards of the Amended Stone Creek PUD are summarized in the excerpt from the PUD amendment site data table below (lots 252-264 are the 13 new residential lots created from the area previously platted as commercial lots 1-3):

## SITE DATA

1. Total acreage is 177.20 ac.
2. Total number of lots is 264  
proposed density is 1.49 units per acre
3. Total amount of common area is 21.96 ac.
4. This site is located Section 26, T6S, R3E.
5. Proposed Building Setbacks:
  - Lots 1–22, 34–46, 65–126, 164–204, 221–251  
Front – 30'  
Rear – 20' (5' off wetlands on Lots 34–43 &  
30' off wetlands on Lots 90–99)  
Side – 10'  
Street Side – 20'
  
  - Lots 23–33, 47–64, 127–163, 252–264  
Front – 20'  
Rear – 20'  
Side – 5'
  
  - Lots 205–220  
Front – 15'  
Rear – 20'  
Side – 5'
  
  - Commercial Lot 1  
Front (Facing Alabama Hwy. 181) – 20'  
All Other Sides – 10'
  
  - Swim & Tennis Area –  
10' Setback at Perimeter

Case number ZC 14.05 was a request of Prebble-Rish, LLC on behalf of Ralph Reynolds, Davis Pilot, Billy Stimpson, Thomas Gross, and Nathan Cox to establish an initial zoning of Firethorne Planned Unit Development (PUD) concurrent with conditional annexation into the City of Fairhope. The 126.37-acre development is generally located along the east side of State Highway 181 south of Quail Creek Drive, between Quail Creek and State HWY 181. The PUD consists of 228 residential lots, for a *density of approximately 1.8 units per acre*. Approximately 83 lots are 15,000sf in size, with the smallest lot at 14,422sf and the largest lot at 31,800sf. The average lot size is 17,000sf with setbacks as follows: 35' front, 35' rear, 10' side, and 20' sides street. Maximum lot coverage is 40%, with accessory structures no more than 25% of the required rear yard. The maximum building height for the development is 35'. The Fairhope City Council approved the re-zoning/annexation request on May 6, 2014.

### **Zoning Compatibility Analysis:**

The term "compatibility" is typically defined as a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

Compatibility of land use is a fundamental principal for planning and zoning. Land use compatibility is also an important decision-making element in the zoning process. On a macro-level it can maintain and protect community character and raise the quality of development throughout the community. On the micro-level zoning compatibility maintains an appropriate development pattern and protects neighborhoods from negative impacts of incompatible land uses such as:

- changing neighborhood character through inconsistent land use patterns
  - increased density through decreased lot sizes and reduced building setbacks
- intensity of uses out of character with the neighborhood
  - poorly located commercial uses
    - negative externalities such as increased traffic, light, noise etc.

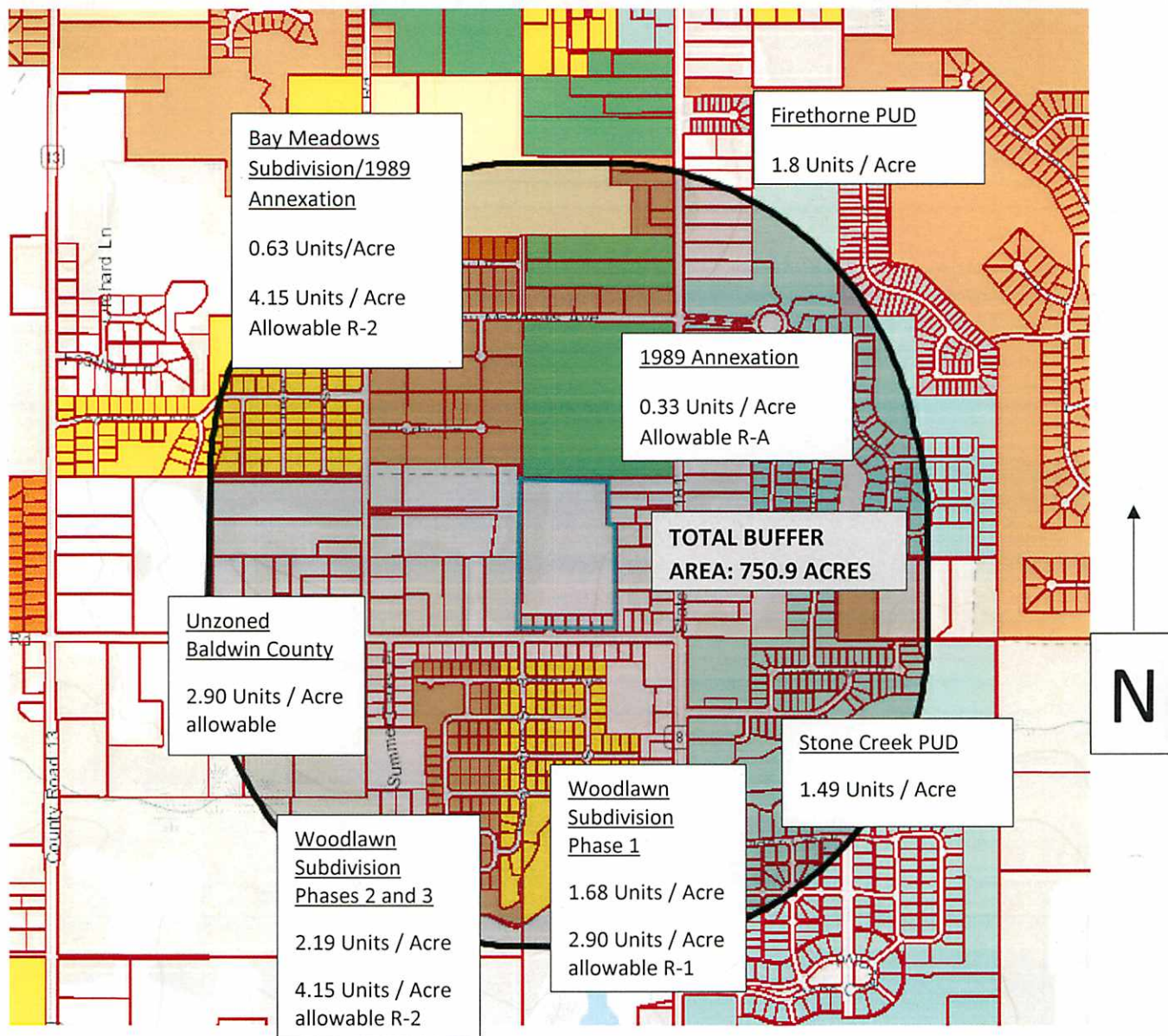
As a result, incompatible land uses may negatively affect property values and the quiet enjoyment of property.

The Code of Alabama, Section 11-52-72 provides the following purpose for planning and zoning: ***“designed to lessen congestion in the streets, to secure safety from fire, panic and other dangers, to promote health and the general welfare, to provide adequate light and air, to prevent the overcrowding of land, to avoid undue concentration of population, and to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements”***. (Acts 1935, No. 533, p. 1121; Code 1940, T. 37, §777.) Insuring compatible development clearly fits into the scope of the Alabama enabling legislation for planning and zoning.

The *City of Fairhope Zoning Ordinance* provides criteria to be used in the review and analysis of the rezoning process. Article II., Section C.1.e. “Zoning Amendments” provides nine review criteria for the rezoning process. Criteria 3, 8, and 9 directly relate to compatibility:

- (3) The character of the surrounding property, including any pending development activity;
- (8) Impacts on adjacent property including noise, traffic, visible intrusions, potential physical impacts, and property values; and,
- (9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

The challenge encountered by staff when evaluating subject application involves the approach by which the subject application’s zoning compatibility was evaluated. The properties surrounding the subject property are a patchwork of zoned, unzoned, developed, and undeveloped properties and all must be examined in terms of the subject application. The Comprehensive plan contemplates a “neighborhood” as one-half mile, or 2,640’ area noted on page.....The Zoning Compatibility Analysis applied to subject property examines both “surrounding neighborhoods” (subdivisions and other developments one-half mile, or 2,640 feet from the subject property) as well as “adjacent areas” (abutting properties including those directly across a right-of-way from the subject property as well as properties with a physical relationship with the subject property such as properties along the same street or road as the subject property). The surrounding neighborhoods to the subject property were identified by drawing a 2,640’ buffer around the subject property utilizing the ‘buffer’ toolkit within KCS Fairhope web viewer. The subject property is outlined in blue and the 2,640’ buffer is depicted below by the black circular border with light gray fill shown on the map excerpt below:



The existing actual as well as allowable development densities of the developments surrounding the subject property are shown above as labels on the 2,640' (half mile) buffer map. The narrative that follows explains how the actual and allowable development densities of adjacent and surrounding properties was calculated. Unzoned areas were calculated en masse, and zoned areas were calculated as a function of the characteristics of their development, as applicable. In order to arrive at an average development density for all adjacent areas and surrounding neighborhoods, a weighted average is utilized so that though the actual or allowable development density remains constant, the weighted average will be in terms of the *actual acreage* of the development within the buffer area. The weighted development density described below is calculated by multiplying the actual land area in acres by the actual and/or allowable development density of the development under consideration. Weighted development densities are summarized in the "development density conclusions" section of this staff report.

#### WEIGHTED DENSITY CALCULATION

To determine the weighted actual and allowable development densities in the 2,640' buffer area, the total allowable and total actual weighted units described above are summed and divided by the total



acreage of the buffer area, less the subject property. As stated previously the total area of the buffer, as determined by KCS Fairhope Map Viewer is 750.9 acres. Subtracting the 22.6 acres of subject property leaves a net buffer area of 728.3 acres.

The *actual* weighted density of the adjacent areas and surrounding neighborhood is summarized in the table below:

DEVELOPMENT NAME OR PPIN	ZONING	DEV. TOTAL AREA (acres)	BUFFER ACRES	Density (units per acre)	Weighted Actual (units)
15078	R-A Residential/Agriculture	38	38.00	0.333	12.65
214135, 15244, 14765	R-A Residential/Agriculture	12.6	12.60	0.333	4.20
15192, 14349, 226928, 15467, 15385	R-2 Medium Density Single Family	N/A	5.70	4.15	23.66
Sedgefield Subdivision	R-1 Low Density Single Family	58.35	35.80	1.82	65.16
Bay Meadows Subdivision	R-2 Medium Density Single Family	35	35.00	0.63	22.05
Bay Meadows East Subdivision	R-2 Medium Density Single Family	5.88	5.88	1.02	6.00
Bay Meadows West Subdivision	R-2 Medium Density Single Family	10.8	10.80	2.04	22.03
Woodlawn Phase 1	R-1 Low Density Single Family	48.15	48.15	1.68	80.89
Woodlawn Phases 2 and 3	R-2 Medium Density Single Family	32	32.00	2.19	70.08
Firethorne (not including Village)	PUD	126.37	87.87	1.8	158.17
77751	R-6 Mobile Home Park	46.3	28.70	0.8	22.96
Stone Creek	PUD	177.2	88.10	1.49	131.27
Callaway Place	R-3 High Density Single Family	4.98	4.98	2.01	10.01
Quail Creek Estates Villas	R-3 PGH - High Density Single-Family Patio Garden Home Residential District	29.87	1.60	3.88	6.21
Unzoned PPIN 34272	Unzoned Baldwin County	1	1.00	21	21.00
All Other Unzoned	Unzoned Baldwin County	292.12	292.12	2.9	847.15

The sum of the weighted actual units is 1,503.47 units. When divided by the net buffer area of 728.3 acres, the *actual* weighted density is calculated as 2.06 units per acre.

Similarly, the *allowable* weighted density of the adjacent areas and surrounding neighborhood is summarized in the table below:

DEVELOPMENT NAME OR PPIN	ZONING	DEV. TOTAL AREA (acres)	BUFFER ACRES	Density (units per acre)	Weighted Actual (units)
15078	R-A Residential/Agriculture	38	38.00	0.333	12.65
214135, 15244, 14765	R-A Residential/Agriculture	12.6	12.60	4.2	52.92
15192, 14349, 226928, 15467, 15385	R-2 Medium Density Single Family	N/A	5.70	4.15	23.66
Sedgefield Subdivision	R-1 Low Density Single Family	58.35	35.80	2.9	103.82
Bay Meadows Subdivision	R-2 Medium Density Single Family	35	35.00	4.15	145.25
Bay Meadows East Subdivision	R-2 Medium Density Single Family	5.88	5.88	4.15	24.40
Bay Meadows West Subdivision	R-2 Medium Density Single Family	10.8	10.80	4.15	44.82
Woodlawn Phase 1	R-1 Low Density Single Family	48.15	48.15	2.9	139.64
Woodlawn Phases 2 and 3	R-2 Medium Density Single Family	32	32.00	4.15	132.80
Firethorne (not including Village)	PUD	126.37	87.87	1.8	158.17
77751	R-6 Mobile Home Park	46.3	28.70	0.5	14.35
Stone Creek	PUD	177.2	88.10	1.49	131.27
Callaway Place	R-3 High Density Single Family	4.98	4.98	5.58	27.79
Quail Creek Estates Villas	R-3 PGH - High Density Single-Family Patio Garden Home Residential District	29.87	1.60	10.89	17.42
Unzoned PPIN 34272	Unzoned Baldwin County	1	1.00	2.9	2.90
All Other Unzoned	Unzoned Baldwin County	292.12	292.12	2.9	847.15

The sum of the weighted allowable units is 1,879.00 units. When divided by the net buffer area of 728.3 acres, the allowable weighted density is calculated as 2.58 unit per acre.

The average weighted development density of both the actual and allowable densities is therefore:

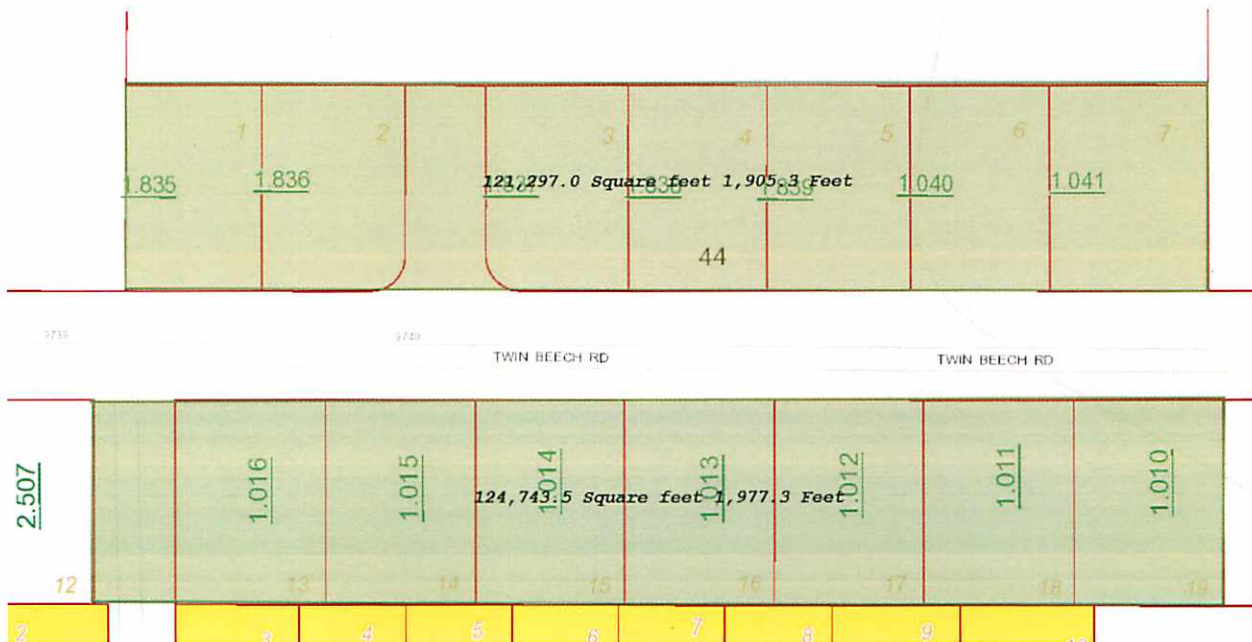
$(2.06 + 2.58)/2 = 2.32$  units per acre.

### Development Density Conclusions

As stated previously, the requested development density of the subject application is 3.18 units/acre, approximately 37% greater than the average development density of 2.32 units/acre indicated above. However, the requested development density is an approximately 12% reduction in requested density from the 3.45 units per acre request presented at the February 5, 2018 Planning Commission meeting. Further, the varying lot sizes of the current application were strategically placed to create zones of compatibility with adjacent areas.

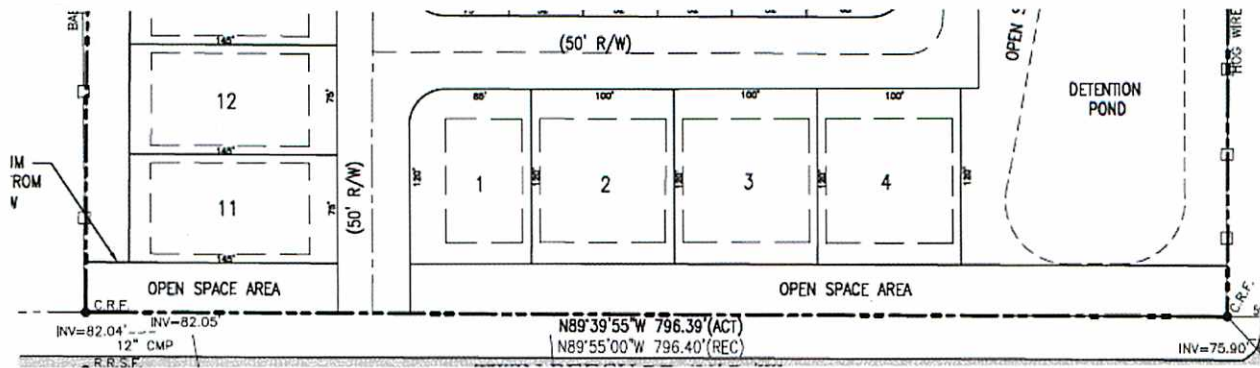
In the image below, the existing lots 1-7 of subject property fronting on Twin Beech Road, as well as the unzoned lots 13-19 of the W.T. Walley and Sons (Walley) Subdivision also fronting upon Twin Beech Road are depicted. These lots are examples of redesign of the requested PUD's lots to attain regions of compatibility. In this example the same number of lots of approximately the same area both front upon Twin Beech Road, each contains ROW in its area, and the lots of are of similar size.

Lots 13-19 of the Walley Subdivision comprise approximately 124,743.5 sf, or 2.86 acres, which includes a portion of the ROW on the west side of the property. Seven (7) lots divided by 2.86 acres equals 2.45 units per acre actual development density.

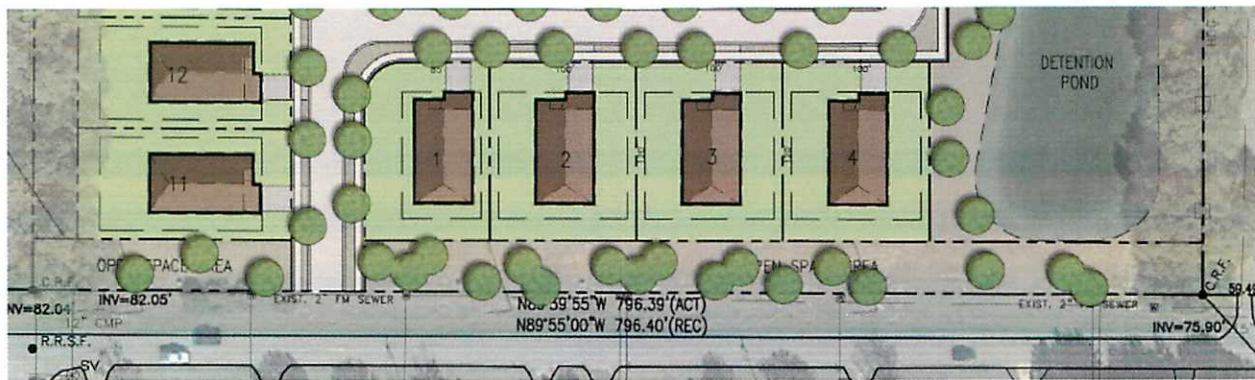


Lots 1-7 of the existing Twin Beech Estates total 121,297 sf or 2.78 acres and also include a portion of ROW similar to that of the Walley Subdivision. However, if the lots of the proposed Twin Beech Estates PUD are used in the density calculation, the new density calculation will utilize lots 1-4 and 11-12 of the proposed PUD. The northern terminus of the existing lot lines falls approximately on the centerline of the east-west ROW in the proposed PUD, resulting in approximately equivalent areas for comparison purposes as seen in the drawing except below:





Utilizing the proposed PUD on the same area of the existing seven lots fronting upon Twin Beech Road, 6 lots divided by 2.78 acres equals 2.16 units per acre actual development density, less than the 2.45 unit per acre actual development density across Twin Beech Road in the existing Walley Subdivision. This region of compatibility was created by increasing the lot width of lots 2-3 from 52' to 100', increasing the lot width of lot 1 to 85' from 52', and increasing the lot width of lots 11-12 (and subsequently all outer perimeter lots) 75' wide. Lots 1-4 and 11-12 do not have egress directly onto Twin Beech Road as do lots 13-19 of the Walley subdivision, which cross through the Twin Beech Road ROW setback. This same ROW setback for the proposed Twin Beech Estates PUD will be further buffered by an open space area with landscaping seen in the drawing excerpt below:



Though the overall development density of the proposed PUD is greater than the average weighted density of the adjacent properties and surrounding neighborhoods, the current application reflects increases to lot sizes and locations of larger lot sizes that create corridors of compatibility to the Twin Beech Road corridor, and the proposed PUD narrative further notes the natural tree buffer along the north, east, and west boundaries of the PUD will remain.

**Twin Beech Estates Zoning Compatibly Analysis Chart**

Compatibility Subject	Recommended Method	Analysis of Recommendation
Dwelling Unit / Housing Type	<u>Adjacent Area:</u> 100% single family in zoned Areas (R-A) 100% Multi Family on one Unzoned parcel (PPIN 34272)  <u>Surrounding Neighborhood:</u> 100% single family in zoned Areas (R-1, R-2, and PUD).	Proposed development requests 72 single family units  <i>Proposed development is consistent with the surrounding neighborhood and adjacent areas. All zoned units in the adjacent area and surrounding neighborhood is single family, with the exception of 37 mobile home units on</i>

	<p>100% Multi Family on two Unzoned parcels (PPIN 34272) And 77562)</p> <p>All other unzoned Parcels appear to be single family</p>	<p>PPIN 77751. Multi family units are in place on PPIN 34272, however this property is unzoned.</p>
Building Orientation	N/A	<p>Requested development application Establishes PUD zoning for development But does not include a subdivision Application by which building orientation may be evaluated. Building orientation is not applicable for analysis at this time.</p>
<p>Building Setbacks</p> <p>Building Setbacks (continued)</p>	<p><u>Adjacent area setbacks:</u>  Front – 75’  Rear – 75’  Side – 25’  Side Street – 50’  (Per R-A zoning district)</p>	<p><u>Proposed development setbacks:</u>  Front – 20’  Rear – 15’  Side – 6’  Side Street – not specified  <i>Proposed development is <u>NOT Consistent</u> with adjacent area setbacks, However, see comments regarding lot Size and how lot size creates areas of compatibility</i></p>
Building Heights	<p><u>Adjacent area building height:</u>  Max. Building Height – 30’  (Per R-A zoning district)</p>	<p><u>Proposed development building height:</u>  Max. Building Height – 30’  <i>Proposed development is consistent with Adjacent area building heights.</i></p>
Lot Dimensions	<p>Due to the widely varying lot sizes in the evaluation area, as well as the Varying lot sizes in the proposed PUD, Lot Dimensions is not a readily-Quantifiable or highly-accurate measure of compatibility for subject Application.</p>	
Lot Area / Density	<p><u>Adjacent area and Surrounding Neighborhood Actual and allowable Weighted development densities</u></p> <p>2.06 units / acre actual  2.58 units / acres allowable</p> <p><b>2.32 units / acre average</b></p>	<p><u>Proposed development lot dimensions:</u></p> <p>72 units / 22.6 acres =  3.19 Units/Acre  <i>Though the proposed development is <u>Not consistent overall</u> with adjacent area and surrounding Neighborhood development density, the Twin Beech Road corridor is <u>consistent</u></i></p>

### **Fairhope Comprehensive Plan Guidance**

The absence of any intended physical form (lack of a plan) of a city causes a disjointed development pattern, inefficient municipal services, conflicting land uses and negative externalities for business owners, property owners and residents. In general, the lack of a plan and negative externalities create poor livability conditions. Providing an “intended physical form” is land use planning. A “plan” provides a meaningful and well-thought-out development pattern where a desired physical form outcome is stated with provisions and methods to achieve the desired outcome. Ultimately, the success of the plan to achieve the desired outcomes depends on how the plan is administered over a series of years and many development decisions which together shape the physical form of the City.

Beginning in 2001, the City of Fairhope expressed its intent for the physical form of the City to be in the “village” development pattern. The 2006 Comprehensive Plan, incorporated by reference into the 2014 Comprehensive Plan Update, was developed by Gould Evans Goodman Associates, LLC. The Plan, in Section 5. Form, Function and Design (page 45-48), provided clear direction on village types, locations and the transitioning of land uses, specifically in terms of intensity and density of the villages and their environs.

Section 5.4 Neighborhoods, states the following:

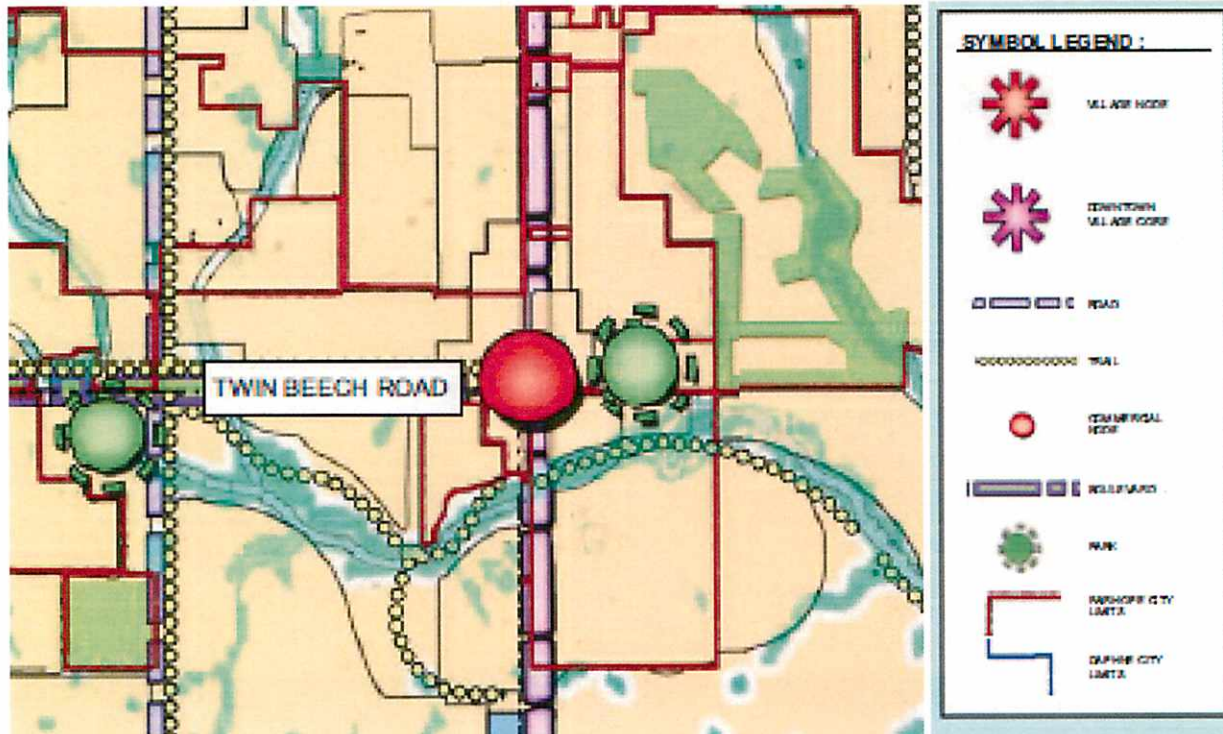
The “village pattern” is the basic planning unit of the city and is characterized by a center, supported by a neighborhood and transitioning to an edge. Higher density residences should be located more closely to village centers or fronting major street corridors. Lower density residences should transition to edges, and rural areas. This concept is reaffirmed in the 2014 Plan Update where guidance was provided through the following: “The immediate area around villages are to be more dense and then transition to lower density development patterns” (2014 Comprehensive Plan Update, page 34).

The 2014 Comprehensive Plan Update provided the Preferred Land Use Plan. This Plan provides a village center/node at Fairhope Avenue and State Highway 181 and a commercial node at Twin Beech Road and State Highway 181 (2014 Comprehensive Plan Update, page 33). The Fairhope Avenue/State HWY 181 village center is approximately 1.52 miles northwest of the subject property. Further, the separation distance from subject property to the State HWY 181/Fairhope Avenue Village Node removes the subject property from the “immediate area” and influence area of a village center where higher densities would be appropriate and expected. Therefore, the compatibility analysis only considers the weighted densities of the surrounding properties described in the compatibility analysis. If the subject property was considered in the “immediate area” or in an influence area of the village center, higher density would factor into the compatibility analysis. As a result, the higher density proposed by the subject application would possibly be contemplated by the Comprehensive Plan.

The Comprehensive Plan identifies 4 village centers and 6 commercial nodes throughout the City and its environs. The subject property is located approximately 0.45 miles east of the Twin Beech Road/State HWY 181 commercial node contemplated by the 2014 Comprehensive Plan update. Commercial nodes typically will occupy between 2 to 30,000 square feet per corner (2014 Comprehensive Plan, page 34). Further, the Comprehensive Plan calls for commercial nodes to be commercial convenience uses such as a gas station (non-repair), bank, small



shopping center, drug store, and restaurants (page 38). Essentially, the commercial nodes are commercial uses intended to serve the daily commercial needs of nearby residential developments at a scale, character and intensity compatible with neighborhood uses preferably in a walkable format. The Comprehensive Plan does not support increased density around the node. An excerpt map from the Comprehensive Plan depicting the Twin Beech Road/State HWY 181 commercial node is depicted below:



At the macro level the compatibility analysis reveals that the requested development density is 3.18 units/acre, approximately 37% greater than the average development density of 2.32 units/acre for the adjacent areas and surrounding neighborhoods. However, the requested development density of the current application is an approximately 12% reduction in requested density from the 3.45 units per acre request presented at the February 5, 2018 Planning Commission meeting. Further, the varying lot sizes of the current application were strategically placed to create zones of compatibility with adjacent areas.

At the micro level staff must consider adjacent areas and surrounding neighborhoods in its analysis, but staff also recognizes that a development may be oriented with varying areas of density. Staff analyzed the new orientation of the lots within the currently proposed PUD as well as the increases in lot size of the proposed PUD and determined that a corridor of compatibility was created along Twin Beech Road across Twin Beech Road from a series of existing, large, unzoned lots that exceed the minimum lot size required by R-1 Zoning District. The proposed lots along Twin Beech Road, when compared to a similar geographical area encompassing existing lots south of Twin Beech Road, exhibit a development density (2.16 units per acre) 13% less than the development density of the existing lots fronting the south side of Twin Beech Road (2.45 units per acre).

The increases to lot size and orientation of larger lots that transition from larger lots to smaller lots, with the smallest lots farthest away from areas of lower density demonstrates the proposed development's compensation for its higher overall development density from the adjacent areas and



surround neighborhoods. In addition, the proposed PUD's development design includes compatibility measures to mitigate impacts to the immediate adjoining properties including:

1. The subject property is entirely bordered on the east, north, and west sides by existing vegetation which shall remain in place as described in the applicant's narrative.
2. The subject property is bordered on the south side by green space and a retention pond which creates a buffer from the properties on the south side of Twin Beech Road. This green space is above and beyond the ROW setback required by Twin Beech Road.
3. The smaller (52' wide) lots included through the development in the initial application now occur in the inner perimeter of the development. The outer perimeter lots are 75' wide, and all but one lot fronting upon Twin Beech Road is at least 100' wide.

**Site Photos**



Subject property looking west along CR 44



Subject property looking east along CR 44



Subject property looking northwest from CR 44



Subject property looking northeast from CR 44

**Additional Background Information:**

The City of Fairhope Planning Commission, at its July 2, 2018 regular meeting, unanimously recommended APPROVAL of Case # SD 18.24, preliminary plat approval of Twin Beech Estates, a 72-lot subdivision contingent upon the following conditions:

- 1) City Council approval of Case # ZC 18.02, annexation of subject properties and re-zoning to PUD.
- 2) Waiver of five (5) of the ten (10) LID techniques required by Article V, Section F.11.f.(1)-(15).  
Five LID techniques are utilized in eight (8) locations as indicated in Article V, Section F.8.e.-g. in the "comments" section above.

**Staff Recommendation:**

Staff recommends the requested conditional annexation to Planned Unit Development (PUD) be APPROVED and forwarded to the City Council for consideration.

**Planning Commission Recommendation:**

The City of Fairhope Planning Commission, at its May 7, 2018 regular meeting, unanimously recommended APPROVAL of the requested conditional annexation to Planned Unit Development (PUD) the recommendation be forwarded to the City Council for consideration.



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

**AN ORDINANCE TO REPEAL AND REPLACE ORDINANCE NO. 1176,  
ORDINANCE NO. 1222, AND ORDINANCE NO. 1531 KNOWN AS  
THE CITY OF FAIRHOPE'S LODGING TAX ORDINANCE**

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

**Section 1. Levy of Tax in the City.** For the privilege of engaging or continuing within the city in the business activities hereinafter referred to, there is hereby levied, in addition to all other taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the person on account of the business activities and in the amounts to be determined by the application of rates against gross receipts as follows:

There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging in the business of renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of six (6) percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. The tax shall not apply to rooms, lodgings or accommodations supplied for a period of one hundred eighty (180) continuous days or more in any place.

**Section 2. Levy of Tax in the Police Jurisdiction.** For that privilege of engaging or continuing in the business activities hereinafter referred to within the police jurisdiction of the city outside of its corporate limits, there is hereby levied, in addition to all taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the persons on account of the business activities and in the amounts to be determined by the application of rates against gross receipts as follows:

There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging in the business or renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of three (3) percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. The tax shall not apply to rooms, lodgings, or accommodations supplied for a period of one hundred eighty (180) continuous days or more in any place.

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

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**Section 3. Provisions of State Lodgings Tax Statutes Applicable to this Ordinance and Taxes Herein Levied.** This ordinance and the taxes herein levied shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, rules, regulations, provisions, penalties, fines, and punishments, and deductions that are applicable to the taxes levied by the state lodgings tax statutes, except where inapplicable or where herein otherwise provided, including all provisions of the state lodgings tax statutes for enforcement and collection of taxes.

**Section 4. Adding Amount of Tax to Price.** Any person on whom the taxes levied by this ordinance are imposed may add the tax herein levied to the receipts from rental of rooms, lodgings or accommodations and may collect same from the occupants of such rooms, but this section is not mandatory.

**Section 5. This Ordinance Cumulative to General License Code or Ordinance.** This ordinance shall not be construed to repeal any of the provisions of the general license code or ordinance of the City but shall be held to be cumulative, and the amounts of the taxes herein levied shall be in addition to the amounts of all other license taxes imposed by the City by its general license code or ordinance.

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

**Effective Date.** This ordinance shall become effective on the first day of December 2018; and shall be in full force upon its adoption and publication as required by law.

ADOPTED AND APPROVED THIS 22ND DAY OF OCTOBER, 2018

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

ATTEST:

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

**ORDINANCE NO. 1176**

**AN ORDINANCE LEVYING A PRIVILEGE OR LICENSE TAX AGAINST PERSONS, FIRMS OR CORPORATION ENGAGED IN THE BUSINESS OF FURNISHING ROOMS, LODGINGS, OR ACCOMMODATIONS TO TRANSIENTS IN THE CITY OF FAIRHOPE, ALABAMA, OR WITHIN ITS POLICE JURISDICTION; PROVIDING FOR THE COLLECTION OF THE SAID TAX; AND PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE.**

BE IT ORDINED by the City Council of the City of Fairhope in the State of Alabama, as follows:

Section 1. Levy of Tax in the City. For the privilege of engaging or continuing within the City in the business activities hereinafter referred to, there is hereby levied, in addition to all other taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the person on account of the business activities and in the amounts to be determined by the application of rates against gross receipts as follows:

- (a) There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging in the business of renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of for (4%) percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. The tax shall not apply to rooms, lodgings or accommodations supplied for a period of thirty (30) continuous days or more in any place.

Section 2. Levy of Tax in the Police Jurisdiction. For that privilege of engaging or continuing in the business activities hereinafter referred to within the police jurisdiction of the city outside of its corporate limits, there is hereby levied, in addition to all taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the persons on account of the business activities and in the amounts to be determined by the application of rates against gross receipts as follows:

- (a) There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging in the business or renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of two (2%) percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. The tax shall not apply to rooms, lodgings, or accommodations supplied for a period of thirty (30) continuous days or more in any place.

Section 3. Provisions of State Lodgings Tax Statutes Applicable to this Ordinance and Taxes Herein Levied. This ordinance and the taxes herein levied shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, rules, regulations, provisions, penalties, fines, and punishments, and deductions that are applicable to the taxes levied by the state lodgings tax statutes, except where inapplicable or where herein otherwise provided, including all provisions of the state lodgings tax statutes for enforcement and collection of taxes.

Section 4. Adding Amount of Tax to Price. Any person on whom the taxes levied by this ordinance are imposed may add the tax herein levied to the receipts from rental of rooms, lodgings or accommodations and may collect same from the occupants of such rooms, but this section is not mandatory.

Section 5. This Ordinance Cumulative to General License Code or Ordinance. This ordinance shall not be construed to repeal any of the provisions of the general license code or ordinance of the City but shall be held to be cumulative, and the amounts of the taxes herein levied shall be in addition to the amounts of all other license taxes imposed by the City by its general license code or ordinance.

Ordinance No. 1176  
Lodging Tax Ordinance  
Page -3-

Section 6. Severability. Each and every provision of this ordinance is hereby declared to be an independent provision and the holding of any provision hereof to be void and invalid shall not affect any other provision hereof, and it is hereby declared that the other provisions of this ordinance would have been enacted regardless of any provision which might have been held invalid.

Section 7. Effective Date. This ordinance shall become effective on the first day of October 2003, and the first payment of taxes hereunder shall be due and payable on the Tenth day of the following month. This ordinance shall be in full force upon its adoption and publication as provided by law.

ADOPTED THIS 8<sup>th</sup> DAY of September, 2003.

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

ATTEST:

\_\_\_\_\_  
Geniece W. Johnson, City Clerk/Treasurer

**ORDINANCE NO. 1222**

**AN ORDINANCE LEVYING A PRIVILEGE OR LICENSE TAX AGAINST PERSONS, FIRMS OR CORPORATION ENGAGED IN THE BUSINESS OF FURNISHING ROOMS, LODGINGS, OR ACCOMMODATIONS TO TRANSIENTS IN THE CITY OF FAIRHOPE, ALABAMA, OR WITHIN ITS POLICE JURISDICTION; PROVIDING FOR THE COLLECTION OF THE SAID TAX; AND PROVIDING PENALTIES FOR THE VIOLATION OF THIS ORDINANCE. AMENDING ORDINANCE NO 1176.**

BE IT ORDAINED by the City Council of the City of Fairhope in the State of Alabama, as follows:

Section 1. Levy of Tax in the City. For the privilege of engaging or continuing within the City in the business activities hereinafter referred to, there is hereby levied, in addition to all other taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the person on account of the business activities and in the amounts to be determined by the application of rates against gross receipts as follows:

- (a) There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging in the business of renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of four (4%) percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. The tax shall not apply to rooms, lodgings or accommodations supplied for a period of thirty (30) continuous days or more in any place.

Section 2. Levy of Tax in the Police Jurisdiction. For that privilege of engaging or continuing in the business activities hereinafter referred to within the police jurisdiction of the city outside of its corporate limits, there is hereby levied, in addition to all taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the persons on account of the business activities and in the amounts to be determined by the application of rates against gross receipts as follows:

- (a) There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging in the business or renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of two (2%) percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. The tax shall not apply to rooms, lodgings, or accommodations supplied for a period of thirty (30) continuous days or more in any place.

Section 3. Provisions of State Lodgings Tax Statutes Applicable to this Ordinance and Taxes Herein Levied. This ordinance and the taxes herein levied shall be subject to all definitions, exceptions, exemptions, proceedings, requirements, rules, regulations, provisions, penalties, fines, and punishments, and deductions that are applicable to the taxes levied by the state lodgings tax statutes, except where inapplicable or where herein otherwise provided, including all provisions of the state lodgings tax statutes for enforcement and collection of taxes.

Section 4. Adding Amount of Tax to Price. Any person on whom the taxes levied by this ordinance are imposed may add the tax herein levied to the receipts from rental of rooms, lodgings or accommodations and may collect same from the occupants of such rooms, but this section is not mandatory.

Section 5. Payments – All payments are due on or before the twentieth (20<sup>th</sup>) day of the month following the month during which tax is accrued.

Section 6. Discount – A discount is allowed for timely payment of the tax due and is calculated as follows: 5% on the 1<sup>st</sup> \$100.00 of tax due, plus 2% of all tax over \$100.00.

Section 7. Penalty – Tax payments received after the due date are subject to a “failure of timely pay” penalty equal to the greater of 10% of the tax required to be paid or \$50.00.

Section 8. This Ordinance Cumulative to General License Code or Ordinance. This ordinance shall not be construed to repeal any of the provisions of the general license code or ordinance of the City but shall be held to be cumulative, and the amounts of the taxes herein levied shall be in addition to the amounts of all other license taxes imposed by the City by its general license code or ordinance.

Section 9. Severability. Each and every provision of this ordinance is hereby declared to be an independent provision and the holding of any provision hereof to be void and invalid shall not affect any other provision hereof, and it is hereby declared that the other provisions of this ordinance would have been enacted regardless of any provision which might have been held invalid.

Section 10. Effective Date. This ordinance shall be in full force upon its adoption and publication as provided by law. This ordinance shall become effective on the first day of August 2004, for payment due September 20<sup>th</sup> and thereafter.

ADOPTED THIS 28<sup>th</sup> DAY of June, 2004.

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

ATTEST:

\_\_\_\_\_  
Geniece W. Johnson, City Clerk/Treasurer



**ORDINANCE NO. 1531**

**AN ORDINANCE AMENDING ORDINANCE NO. 1176  
AND ORDINANCE NO. 1222 KNOWN AS  
THE CITY OF FAIRHOPE'S LODGING TAX ORDINANCE**

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

The ordinance known as the City of Fairhope's Lodging Tax Ordinance No. 1176 and Ordinance No. 1222 are hereby amended in respect to the certain sections below and all other sections within these ordinances remain as written and adopted:

**Section 1. Levy of Tax in the City.** For the privilege of engaging or continuing within the city in the business activities hereinafter referred to, there is hereby levied, in addition to all other taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the person on account of the business activities and in the amounts to be determined by the application of rates against gross receipts as follows:

There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging in the business of renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of four (4) percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. The tax shall not apply to rooms, lodgings or accommodations supplied for a period of one hundred eighty (180) continuous days or more in any place.

**Section 2. Levy of Tax in the Police Jurisdiction.** For that privilege of engaging or continuing in the business activities hereinafter referred to within the police jurisdiction of the city outside of its corporate limits, there is hereby levied, in addition to all taxes of every kind now imposed by law, and shall be collected as herein provided, a privilege or license tax against the persons on account of the business activities and in the amounts to be determined by the application of rates against gross receipts as follows:

There is hereby levied and imposed, in addition to all other taxes of every kind now imposed by law, a privilege or license tax upon every person, firm, or corporation engaging in the business or renting or furnishing any room or rooms, lodgings, or accommodations to transients in any hotel, motel, inn, tourist camp, tourist cabin, or any other place in which rooms, lodgings, or accommodations are regularly furnished to transients for a consideration, in an amount to be determined by the application of the rate of two (2) percent of the charge for such room, rooms, lodgings, or accommodations, including the charge for use or rental of personal property and services furnished in such room. The tax shall not apply to rooms, lodgings, or accommodations supplied for a period of one hundred eighty (180) continuous days or more in any place.

Ordinance No. 1531

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

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

ADOPTED AND APPROVED THIS 9TH DAY OF FEBRUARY, 2015

\_\_\_\_\_  
Timothy M. Kant, Mayor

ATTEST:

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

**FY2019 GRANT RESOLUTION**

**RESOLUTION NUMBER \_\_\_\_\_**

**WHEREAS**, the **City of Fairhope** intends to apply for state matching funds for an airport improvement project for the **H.L. “Sonny” Callahan Airport** during fiscal year **2019**.

**THEREFORE BE IT RESOLVED**, by the **City of Fairhope** as follows:

1. That the **City of Fairhope** is authorized to make an application for airport improvement funding assistance from the State of Alabama Department of Transportation, for the purpose of undertaking a project in fiscal year **2019** to make improvements at the **H.L. “Sonny” Callahan Airport**.
2. That the application be submitted for and on behalf of the **City of Fairhope** by its **Mayor, Council as designated by the City Council** who is authorized by this resolution to sign the application and any related forms or documents on behalf of the **City of Fairhope**.
3. That the **City of Fairhope** is authorized to enter into an airport improvement funding agreement with the State of Alabama, acting by and through the Alabama Department of Transportation, for the purpose of undertaking a project to make improvements at the **H.L. “Sonny” Callahan Airport**, with partial funding provided by the State of Alabama.
4. That the agreement be executed in the name of the **City of Fairhope** for and on behalf of the **Fairhope Airport Authority** and the **City of Fairhope** by its **Mayor, Council as designated by the City Council**.
5. That the authority of the **City of Fairhope** to enter into contracts with the State of Alabama has been reviewed by the **City of Fairhope’s** attorney, and in his/her opinion, the **City of Fairhope** is duly authorized to commit the **City of Fairhope** to an agreement with the Alabama Department of Transportation.

**BE IT FURTHER RESOLVED**, that the **City of Fairhope**, in reliance upon a **Resolution dated October 16, 2018 of the Fairhope Airport Authority**, hereby affirms that the local matching share of funds in the amount required for this airport improvement project has been officially approved, placed into the budget of the **Fairhope Airport Authority** and is available for expenditure by the **Fairhope Airport Authority** upon execution of the State of Alabama’s funding agreement and the start of the project.

I, the undersigned qualified and acting as the **City Clerk** of the **City of Fairhope**, do hereby certify that the above and foregoing is a true copy of a resolution lawfully passed and adopted by the **City of Fairhope** named therein, at a regular meeting of such body held on the **22nd** day of **October**, 2018, and that such resolution is on file in the office of the **City of Fairhope**.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the official seal of the **City of Fairhope** on this **22nd** day of **October**, 2018.

\_\_\_\_\_  
Karin Wilson, Mayor  
CITY OF FAIRHOPE

Attest:

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

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

**WHEREAS**, the Budget for the fiscal year ending September 30, 2019 has not been adopted by the City Council; and

**WHEREAS**, the City invoices need to continue being paid on a weekly basis, in order to take advantage of any available discounts, and to more nearly match the outflow of cash to the receipt of revenue from the three utility billing cycles.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that the Budget for the fiscal year ending September 30, 2018 be extended to allow the invoices and expenditures to continue as needed until the parts of Budget FY2019 are adopted.

Adopted on this 22nd day of October, 2018

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

Attest:

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

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

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, THAT THE FOLLOWING 2018 – 2019 HOLIDAYS WILL BE OBSERVED BY ALL CITY PERSONNEL EXCEPT EMERGENCY EMPLOYEES:

- |                                |   |  |
|--------------------------------|---|--|
| <b>Veterans Day</b>            | - | <b>Monday, November 12, 2018</b>                         |
| <b>Thanksgiving Holidays</b>   | - | <b>Thursday &amp; Friday, November 22 &amp; 23, 2018</b> |
| <b>Christmas Eve</b>           | - | <b>Monday, December 24, 2018</b>                         |
| <b>Christmas Holiday</b>       | - | <b>Tuesday, December 25, 2018</b>                        |
| <b>New Year's Day</b>          | - | <b>Tuesday, January 1, 2019</b>                          |
| <b>Martin Luther King, Jr.</b> | - | <b>Monday, January 21, 2019</b>                          |
| <b>Memorial Day</b>            | - | <b>Monday, May 27, 2019</b>                              |
| <b>Independence Day</b>        | - | <b>Thursday, July 4, 2019</b>                            |
| <b>Labor Day</b>               | - | <b>Monday, September 2, 2019</b>                         |

DULY ADOPTED THIS 22ND DAY OF OCTOBER, 2018

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

Attest

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

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

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

[1] That the City of Fairhope has voted to purchase Kronos Timekeeping System Maintenance Annual Renewal for December 30, 2018 to December 29, 2019 for the IT Department; and the type of maintenance renewal needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid. The cost will be \$20,646.41.


Adopted on this 22nd day of October, 2018

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

Attest:

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

City of Fairhope  
Project Funding Request

OCT 17 '18 PM 3:13 

Issuing Date: 10/17/2018

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Annual Support Services for KRONOS Timekeeping System

Project Location: City Wide

Presented to City Council: 10/22/2018

Funding Request Sponsor: Jeff Montgomery, IT Director

Project Cash Requirement Requested:  
FY 2019 Cost: \$20,646.41

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

Vendor: Kronos Incorporated

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
	<u>Various</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

Project will be:

Expensed XXX  
Capitalized \_\_\_\_\_  
Inventoried \_\_\_\_\_

Funding Source:  
Operating Expenses XXX  
Budgeted Capital \_\_\_\_\_  
Unfunded \_\_\_\_\_

Expense Code: xxxxx-50300  
G/L Acct Name: Computer Expense

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

Project Budgeted: \$18,900.00

Over (Under) budget amount: \$1,746.41

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

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

Comments: provided for in FY2019 proposed budget

City Council Prior Approval/Date? No

City Treasurer Finance Director Mayor

Purchasing Memo Date: \_\_\_\_\_ Purchasing Memo Date: 10/9/2018 Delivered To Date: 10/17/2018

Request Approved Date: \_\_\_\_\_ Request Approved Date: 10/17/2018 Approved Date: 10/17/18

Signatures: Michael V. Hinson CPA Jill Cabaniss, MBA Mayor Karin Wilson



## MEMO

To: Michael Hinson, Treasurer  
From: Delores A Brandt  
Delores A Brandt, Purchasing Clerk

Karin Wilson  
Mayor

Date: October 10, 2018

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

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

Greensheet and Council Approval request for over \$10,000 procurement budgeted operational item for annual renewal of Kronos Timekeeping System Support Services and software

The I.T. Department requests approval to renew the **Kronos Timekeeping Support Services Software** system for the City. This procurement of requested software and support services is with KRONOS INC. The cost of the procurement will be TWENTY THOUSAND SIX HUNDRED FORTY-SIX DOLLARS AND FORTY-ONE CENTS (\$20,646.41) for the software and support service. The vendor is Kronos Incorporated, of Lowell, MA.

**NOTE:**  
See Attached Vendor Support Services Quote for details.

**Please compose a greensheet and forward to City Council to approve this procurement of annual renewal of timekeeping support services software and support service for Kronos timekeeping system in the amount of \$20,646.41**

Cc: file

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

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



06-SEP-2018  
JEFF MONTGOMERY  
CITY OF FAIRHOPE  
Solution ID: 6109223

**Subject: Kronos Support Services Quote for CITY OF FAIRHOPE**  
**Contract #: 1194509 R31-AUG-18**

Dear JEFF,

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

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

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

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

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

Thank you for your business.

Regards,

**Dionne Jones**  
Contract Administrator

tel: 713-802-6844  
fax: 713-781-1060  
email: [Dionne.Jones@kronos.com](mailto:Dionne.Jones@kronos.com)



# Support Services Quote

Page 1 of 2

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

Quote Type: Renewal  
Customer: CITY OF FAIRHOPE  
Solution ID: 6109223  
Contract #: 1194509 R31-AUG-18  
Date: 06-SEP-2018  
Prepared by: Dionne Jones / US Central5

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

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

Contact: JEFF MONTGOMERY  
Email: jeff.montgomery@cofairhope.com

## CONTRACT SUMMARY

Contract Period: 30-DEC-2018 - 29-DEC-2019

Description	Support Services	Estimated Tax	Subtotal
Software Support Services	13,303.98	0.00	13,303.98
Equipment Support Services	4,885.48	0.00	4,885.48
Educational Services	2,456.95	0.00	2,456.95
<b>Total</b>	<b>20,646.41</b>	<b>0.00</b>	<b>20,646.41</b>

Annualized Contract Value: 21,524.61

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

## IMPORTANT NOTES

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

<b>CITY OF FAIRHOPE</b>	<b>KRONOS INCORPORATED</b>
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____



**Support Services Quote**

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

Quote Type: Renewal  
 Customer: CITY OF FAIRHOPE  
 Solution ID: 6109223  
 Contract #: 1194509 R31-AUG-18  
 Date:  
 Prepared by: Dionne Jones / US Central5

Bill To: CITY OF FAIRHOPE  
 PO DRAWER 429  
 FAIRHOPE AL 36532  
 UNITED STATES

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

Contact: DEFAULT EMAIL CONTACT  
 Email: AP@FAIRHOPEAL.GOV

**SOFTWARE SUPPORT SERVICES**

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Gold	WORKFORCE ABSENCE MANAGER V8	435	30-DEC-2018	29-DEC-2019	365
2	Gold	WORKFORCE EMPLOYEE V8	435	30-DEC-2018	29-DEC-2019	365
3	Gold	WORKFORCE INTEGRATION MANAGER V8	435	30-DEC-2018	29-DEC-2019	365
4	Gold	WORKFORCE MANAGER V8	40	30-DEC-2018	29-DEC-2019	365
5	Gold	WORKFORCE TIMEKEEPER V8	435	30-DEC-2018	29-DEC-2019	365
6	Gold	WORKFORCE MANAGER V8	20	23-MAR-2019	29-DEC-2019	282
7	Gold	WORKFORCE ABSENCE MANAGER V8	20	28-JUN-2019	29-DEC-2019	185
8	Gold	WORKFORCE EMPLOYEE V8	20	28-JUN-2019	29-DEC-2019	185
9	Gold	WORKFORCE INTEGRATION MANAGER V8	20	28-JUN-2019	29-DEC-2019	185
10	Gold	WORKFORCE TIMEKEEPER V8	20	28-JUN-2019	29-DEC-2019	185

	Support Services	Estimated Tax	Subtotal
<b>Software Support Services</b>		13,303.98	0.00
			13,303.98

**EQUIPMENT SUPPORT SERVICES**

Line	Support Service Level	Covered Product	Quantity	Start Date	End Date	Duration (days)
1	Depot Exchange	Data Collection: InTouch	14	30-DEC-2018	29-DEC-2019	365
2	Depot Exchange	Options: InTouch	1	30-DEC-2018	29-DEC-2019	365
3	Depot Exchange	Data Collection: InTouch	1	20-JUL-2019	29-DEC-2019	163
4	Depot Exchange	Data Collection: InTouch	1	04-DEC-2019	29-DEC-2019	26

	Support Services	Estimated Tax	Subtotal
<b>Equipment Support Services</b>		4,885.48	0.00
			4,885.48

**EDUCATIONAL SERVICES**

Line	Support Service Level	Covered Product	License Count	Start Date	End Date	Duration (days)
1	Ed Services Subscription	KNOWLEDGE PASS		30-DEC-2018	29-DEC-2019	365

	Support Services	Estimated Tax	Subtotal
<b>Educational Services</b>		2,456.95	0.00
			2,456.95

## Dee Dee Brandt

---

**From:** Jeff Montgomery  
**Sent:** Tuesday, October 9, 2018 5:54 PM  
**To:** Dee Dee Brandt  
**Cc:** Michael Hinson; Nancy Bell  
**Subject:** Fwd: Kronos Support Services Quote for CITY OF FAIRHOPE -- Contract: 1194509 R31-AUG-18  
**Attachments:** KRON\_CORR109\_DATADEF\_56029390\_1.pdf

Dee Dee,

This will need to go to council. It is the annual renewal for Kronos timekeeping software.

Thanks,

Jeff

---

**From:** Jones, Dionne <Dionne.Jones@Kronos.com>  
**Sent:** Tuesday, October 9, 2018 2:56:06 PM  
**To:** Jeff Montgomery  
**Subject:** FW: Kronos Support Services Quote for CITY OF FAIRHOPE -- Contract: 1194509 R31-AUG-18

Hello Jeff,

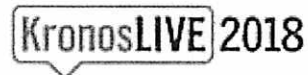
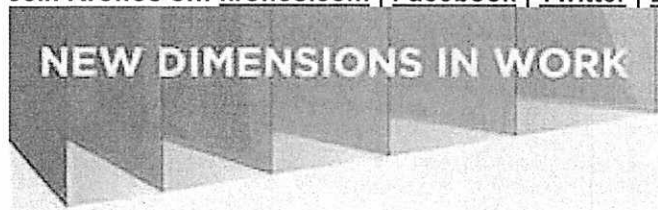
I am following up on the status of the attached support renewal. If there should be a different contact, please advise.

If there are any questions or changes needed, please let me know. The renewal is scheduled to invoice on 10/30. Any changes thereafter will not be adjusted until the following renewal.

Regards,

**Dionne Jones | Renewal Representative III | Kronos Incorporated**  
tel: +1 713 802 6844 | fax: 713-781-1060

Kronos | Time & Attendance • Scheduling • Absence Management • HR & Payroll • Hiring • Labor Analytics  
Join Kronos on: [kronos.com](http://kronos.com) | [Facebook](#) | [Twitter](#) | [LinkedIn](#) | [YouTube](#)



---

**From:** Jones, Dionne  
**Sent:** Tuesday, September 25, 2018 3:23 PM  
**To:** 'jeff.montgomery@cofairhope.com' <jeff.montgomery@cofairhope.com>  
**Subject:** FW: Kronos Support Services Quote for CITY OF FAIRHOPE -- Contract: 1194509 R31-AUG-18

Hi Jeff,

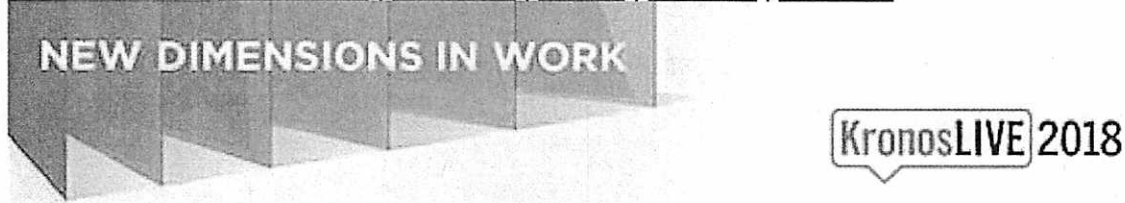
Please review attached renewal quote. If there are any questions or changes needed, please advise before invoicing.

- If the renewal quote is fine, please forward me a signed quote or email acknowledgement
- All requests for revisions need to be submitted to me prior to the invoicing of this support renewal, and any invoice revision requests received after the invoice date will be processed at the next renewal cycle.
- If a PO is required, please submit with net 30 payment terms.

Regards,

**Dionne Jones | Renewal Specialist III | Kronos Incorporated**  
tel: +1 713 802 6844 | fax: 713-781-1060

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---

**From:** Jones, Dionne  
**Sent:** Thursday, September 6, 2018 1:32 PM  
**To:** 'jeff.montgomery@cofairhope.com' <[jeff.montgomery@cofairhope.com](mailto:jeff.montgomery@cofairhope.com)>  
**Subject:** Kronos Support Services Quote for CITY OF FAIRHOPE -- Contract: 1194509 R31-AUG-18

Hello JEFF,

Attached is the current support renewal quote. If there should be a different contact, please advise/forward. If not, please review and advise if there are any questions or changes needed.

- If the renewal quote is fine, please forward me a signed quote or email acknowledgement
- All requests for revisions need to be submitted to me prior to the invoicing of this support renewal, and any invoice revision requests received after the invoice date will be processed at the next renewal cycle.
- If a PO is required, please submit with net 30 payment terms.

This Kronos Support Renewal is scheduled to invoice on 10/30/18 . Thanks, and please let me know if you have questions.

Regards,  
Dionne Jones  
Kronos Support Contract Administrator

Kronos Incorporated  
tel: +1 713-802-6844  
fax: +1 713-781-1060



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

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

[1] That the City of Fairhope has voted to procure Potting Soil for FY 2019 for the Public Works Department from Sungro Horticulture, Inc. as Sole Source Distributor; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13): "Contractual services and purchases of commodities for which there is only one vendor or supplier and contractual services and purchases of personal property which by their very nature are impossible to award by competitive bidding." The cost will be \$47,115.00.

Adopted on this 22nd day of October, 2018

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

Attest:

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









## MEMO

To: Mike Hinson, Treasurer

From:   
Delores A Brandt, Purchasing Clerk

Date: October 9, 2018

Karin Wilson  
Mayor

*Council Members*

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

Lisa A. Hanks, MMC  
City Clerk

Michael V. Hinson, CPA  
City Treasurer

Greensheet and Council approval -- over \$10,000 Council limit procurement for budgeted item for the Public Works Dept using a Sole Source.

The Public Works Department has need to procure potting soil to be used for various plantings throughout the City. The soil to be purchased, **2391261.CFL002.8P--MM360 RSI**, is from the Sole Source and manufacturer, **Sungro Horticulture Inc.** The cost is **\$10.47 per 50 lb bag**, and each truckload will contain 900 bags. This is calculated at **NINE THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS (\$9,423.00) per truckload, plus** approximately \$115.00 fuel surcharge for each truckload. It is anticipated that there will be a need for no more than five truckloads (**approximately \$47,115.00 for the year**). See attached quotation. **This is a sole source procurement. (See attached letter)**

This procurement is over the Council approval benchmark of \$10,000 for budgeted operational items.

NOTES:

See attached quotation for details.

**Please compose a greensheet and obtain approval for this over \$10,000.00 budgeted expenditure for FY 2019.**

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

251-928-2136

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



*Our Expertise is Growing*

Jim Morgan

[Jim.Morgan@Sungro.com](mailto:Jim.Morgan@Sungro.com)

662 403-7693

August 21, 2018

Randy Weaver  
Purchasing Agent  
City of Fairhope

Randy

This is to confirm that Sungro Horticulture Inc. is the manufacture and sole source of the 2391261.CFL002.8P – MM 360 RSI product used by the City of Fairhope. We have the patent and are the only soil manufacture incorporating Resilience in our mix. I have included some information on our Resilience for your review.

Best Regards

*Jim Morgan*

Jim Morgan  
District Manager  
Sungro Horticulture  
South East



Our Expertise is Growing

Jim Morgan

[Jim.Morgan@Sungro.com](mailto:Jim.Morgan@Sungro.com)

662-403-7693

August 27, 2018

Randy Weaver  
Purchasing Agent  
City of Fairhope

Randy

Our MM 360 is one of our tier 1 most preferred mixes for applications like yours where Perlite may be an issue as it floats or settles to the top of the soil in some applications. Our MM 360 also contains a double load of vermiculite, which offers a substantial advantage with water holding capability as well as our Resilience. Your price on the MM360 is #10.47 during our program with May 15<sup>th</sup>, 2019 terms plus a 3% early pay discount.

I often run up against our competitors offering a lower priced product to move a customer. If price is more of a concern that the benefits of the MM360, I would suggest you consider our MM830. This mix is widely used because of its superior performance across a broad range of uses.

Your price on the MM830 is \$9.45 with same program terms as the MM360.

Thanks again for your consideration and please let me know any way I may be helpful.

Best Regards

*Jim Morgan*

Jim Morgan  
District Manager  
Sungro Horticulture  
South East



The Sun Gro Discovery Center and University research has demonstrated that silicon (Si) is a beneficial plant nutrient that when added to a growing medium can result in more vigorous plants.

**RESiLIENCE™ is Sun Gro's brand name for patented growing mixes enriched with silicon.**

**RESiLIENCE™ mixes enhance plant quality resulting in thicker/stronger stems, compact growth, increased root mass; plus extended resistance to wilt.**

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that Mayor Karin Wilson is hereby authorized to execute Change Order No. 2 to Project No. TAPOA-TA14 (919) U. S. 98 and AL 104 Multi-Use Path in the amount of \$35,485.00 and award the Change Order to Arrington Curb and Excavation, Inc.; and authorizes Mayor Wilson to execute Change Order No. 2.

Adopted on this 22nd day of October, 2018

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

Attest:

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

# City of Fairhope Project Funding Request

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

1205

OCT 18 '18 PM 1:00

Issuing Date: 10/18/2018

Please return this Routing Sheet to Treasurer by: ASAP

*[Handwritten Signature]*

**Project Name:** Change order No. 2 US Hwy 98 & AL 104 Multi-Use Path - ALDOT TAP Grant No. TAPOA-TA14 (919)

**Project Location:** US Hwy 98 & AL 104

**Presented to City Council:** 10/22/2018

**Resolution # :** \_\_\_\_\_

Approved \_\_\_\_\_

**Funding Request Sponsor:** Richard Johnson, Public Works Director

Changed \_\_\_\_\_

Rejected \_\_\_\_\_

**Project Cash Requirement Requested:**  
**FY 2019 Cost:** \$35,485.00

**Vendor:** Arrington Curb and Excavation, Inc.

**Project Engineer:** Volkert, Inc.

**Order Date:** n/a

**Lead Time:** n/a

Department Funding This Project

General	Gas	Electric	Water	Sewer	Gas Tax	Cap Proj	Impact
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

**Project will be:**

Expensed XXX  
Capitalized \_\_\_\_\_  
Inventoried \_\_\_\_\_

**Funding Source:**

Operating Expenses XXX  
Budgeted Capital \_\_\_\_\_  
Unfunded \_\_\_\_\_

**Expense Code:** 103-55858  
**G/L Acct Name:** TAP-Rock Creek Trail

**Grant:** \$400,000.00 Federal - not to exceed amount  
State \_\_\_\_\_

**Project Budgeted:** \$700,000.00

\$359,419.10 City

**Over (Under) budget amount:** \$59,419.10

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

Includes contract amount to Volkert, Inc of \$50,000  
**Comments:**

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

**City Council Prior Approval/Date?** 7/24/2017

\_\_\_\_\_  
**City Treasurer**

\_\_\_\_\_  
**Finance Director**

\_\_\_\_\_  
**Mayor**

**Purchasing Memo Date:** \_\_\_\_\_ **Purchasing Memo Date:** 10/9/2018

**Delivered To Date:** 10/17/2018

**Request Approved Date:** \_\_\_\_\_ **Request Approved Date:** 10/17/2018

**Approved Date:** 10/18/18

**Signatures:** \_\_\_\_\_  
Michael V. Hinson CPA

*[Handwritten Signature]*  
Jill Cabaniss, MBA

*[Handwritten Signature]*  
Mayor Karin Wilson



## MEMO

Karin Wilson  
Mayor

To: Michael Hinson, Treasurer

From: Dee Dee Brandt  
Dee Dee Brandt, Purchasing Clerk

Date: October 3, 2018

Re: Placing **Change Order No. 2** to ALDOT Project No. TAPOA-TA14 (919) U.S. 98 and AL 104 Multi-Use Path (Bid No. 030-16) on City Council agenda

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

Concerning ongoing ALDOT Project No. TAPOA-TA14 (919) U.S. 98 and AL 104 Multi-Use Path which was initiated under the previous term of J. Fidler, Public Works Director, is now under the management of **current Public Works Director, Richard Johnson:**

Lisa A. Hanks, MMC  
City Clerk

The Engineer of Record recommends and approves the scope of work be expanded to include additional work, not in the original scope of work. The cost of this **Change Order No. 2** will be **THIRTY-FIVE THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS (\$35,485.00)**. This increases the contract to **SEVEN HUNDRED NINE THOUSAND, FOUR HUNDRED EIGHTEEN DOLLARS AND TWENTY-THREE CENTS (\$709,418.23)**.

Michael V. Hinson, CPA  
City Treasurer

**Please place on this City Council Agenda this request for approval of Change Order No. 2 to ALDOT Project No. TAPOA-TA14 (919) U.S. 98 and AL 104 Multi-Use Path, in the amount of \$35,485.00, award of the Change Order to Arrington Curb and Excavation, Inc., and authorization of the Mayor to execute Change Order No. 2 (see attached change order form).**

161 North Section Street  
PO Drawer 429  
Fairhope, Alabama 36533

Cc: file

251-928-2136  
251-928-6776 Fax  
[www.fairhopeal.gov](http://www.fairhopeal.gov)





Volkert, Inc.

26400 Pollard Road Suite C  
Daphne, AL 36526  
Office 251.450.0819

www.volkert.com

October 4, 2018  
City of Fairhope  
TAPOA TA14 (919)

Mayor Karin Wilson  
City of Fairhope  
ATTN: Richard Johnson  
555 S. Section Street  
Fairhope, AL 36532

**SUBJECT: Change Order Request #2**

Dear Mr. Johnson,

Over the course of the project, the City of Fairhope Utilities added a new driveway and lift station north of Fly Creek. Both of these features did not exist at the time of survey and design for the multiuse path. As a result, this changed elevations and added new design elements to the project, which contributed to an increase in plan quantities.

Of these quantities, Borrow Excavation (210D021), Concrete Sidewalk (618A000), Slope Paving (614A000), 15" Side Drain Pipe (535A000) and Solid Sodding (654A003) all contributed to the cost increase. Borrow Excavation was the most significant, which went from plan quantity of 350CY to an actual of 1825CY. This led to an increase in price of approximately \$25,812.50. With the addition of Borrow material, a 15" side drain pipe was installed under the multiuse path to alleviate drainage issues from water coming off of HWY 98. In addition, the contractor removed asphalt from the lift station driveway and replaced it with a 6" concrete drive.

As a result of the unforeseen addition of the new lift station installed by the City of Fairhope Utilities, the increase of price over the funded amount for the project is justifiable.

If you have any question or concerns, please call at your convenience.

Sincerely,

Randy Davis, P.E.  
Project Engineer

PC file: GJR

**Office Locations:**  
Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Pensacola, Tampa, Florida  
Atlanta, Columbus, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana  
Jackson, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina • Harrisburg, Pennsylvania  
Chattanooga, Nashville, Tennessee • Alexandria, Chesapeake, Virginia • Washington, D.C.



CITY OF FAIRHOPE

**CHANGE  
ORDER  
REQUEST**

OWNER: CITY OF FAIRHOPE  
ARCHITECT/ENGINEER: Volkert – Randy Davis, PE  
CONTRACTOR: Arrington Curb & Excavation, Inc.  
PROJECT: TAPOA TA14 (919) – Trail & Pedestrian Bridge US98  
CHANGE ORDER REQUEST NO. #2 DATE: October 1, 2018

**1. DESCRIPTION OF CHANGE:**

This project went through substantial redesign due to the owner specifying a wooden pedestrian bridge over Fly Creek. This type of structure would not work from a hydraulic loading design or environmental permitting standpoint. The redesign resulted in a clear span aluminum pedestrian bridge with significant prefabricated aluminum approaches. This added over a year to the project contract time. During that period the City of Fairhope Utilities added a new lift station on the north side of Fly Creek and installed a filled access off US Highway 98. This lift station access did not exist when the original trail/bridge plans were surveyed or designed. These two changes in the design environment contributed to the increase in quantities that drove the project costs over funded amount. The most significant being 210D021, Borrow Excavation, that went from an original estimate of 350CY to an actual of 1825CY - \$25,812.50 of the \$35,484.13 C.O. An increase of 73%.

**2. CHANGE ORDER COSTS:** \$35,485.00

Proposal Attached See Attached Final Quantities Cost Estimated/Proposal Required

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a. See Attached Final Qty	1	\$35,485.00			\$35,485.00
b.					
c.					
d.					
e.					
f.*					
<b>TOTAL:</b>					\$35,485.00

\*If more than 6 items, provide attachments.

**3. INSTITUTED BY:** Volkert (Project Engineers) & Richard D. Johnson (Owner's Representative)

**4. JUSTIFICATION OF NEED:** See Item #1 for justification

**5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:** This is a quantity bid project and no scope change, only a magnitude of work item (quantity), all increases are based on competitively bid prices for Public Works Projects

---

6. COSTS REVIEW: Quantities of bid materials as well as all field conditions that precipitated material increases have been field verified. Since all work quantities were competitively bid, costs are within the parameter of the Contract Documents.

---

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

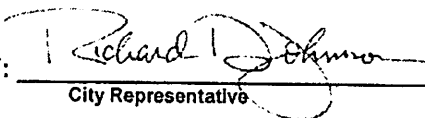
- Minor change of a total monetary value less than required for competitive bidding.
  - Changes for matters relatively minor and incidental to the original contract necessitated by unforeseeable circumstances arising during the course of work.
  - Emergencies arising during the course of work.
  - Change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

8. EXTENSION OF TIME REQUESTED: Calendar Days: 0 – Project Close Out

---

RECOMMENDED:

BY:   
Fairhope's Consulting Engineer

BY:   
City Representative

APPROVED:

BY:   
Contractor

BY: \_\_\_\_\_  
OWNER's Legal Advisor

BY: \_\_\_\_\_  
OWNER's Authorized Representative

# VOLKERT

Volkert, Inc.

26400 Pollard Road Suite C  
Daphne, AL 36526  
Office 251.450.0819

www.volkert.com

October 1, 2018  
City of Fairhope  
TAPOA TA14 (919)

Mayor Karin Wilson  
City of Fairhope  
ATTN: Richard Johnson  
555 S. Section Street  
Fairhope, AL 36532

PAID TO DATE

BAL

BILLED -

673,934.10

636,793.90

37,140.20

72,624.33

-35,484.13

**SUBJECT: Final Payment Estimate**

Dear Mayor Wilson:

Enclosed are two (2) copies each of the Final Payment Estimate for Arrington Curb and Excavation, Inc., for work performed between June 1<sup>st</sup>, 2018 and June 30<sup>th</sup>, 2018, including released retainage, in the amount of \$ 72,624.33.

We have reviewed this request, find it to be in order, and recommend payment in the amount indicated.

Please call at your convenience should you have any questions regarding these items.

Sincerely,



Randy Davis, P.E.  
Project Engineer

PC file: GJR

**Office Locations:**

Birmingham, Foley, Mobile, Montgomery, Alabama • Chipley, Ft. Myers, Gainesville, Pensacola, Tampa, Florida  
Atlanta, Columbus, Georgia • Collinsville, Wheaton, Illinois • Baton Rouge, New Orleans, Slidell, Louisiana  
Jackson, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina • Harrisburg, Pennsylvania  
Chattanooga, Nashville, Tennessee • Alexandria, Chesapeake, Virginia • Washington, D.C.



## Summary Of Overrun and Underrun

**TAPOA-TA14(919)**

**US 98 MULTIUSE PATH**

Start of Estimate	End of Estimate
6/1/2010	6/30/2010

Pay Item Number	Contract Quantity	Units	Unit Cost	Monthly Quantity	Monthly Cost	Total Quantity	Total Cost	Anticipated Overrun/Underrun	Actual Overrun/Underrun	Pay Item Description
201C000	1	LS	\$ 19,440.00	0	\$ -	1	\$ 19,440.00			CLEARING
206C003	76	SQ YDS	\$ 21.70	0	\$ -	94	\$ 2,039.80			REMOVING CONCRETE FLUMES
206D000	0	LF	\$ 36.70	0	\$ -	0	\$ -			REMOVING PIPE
206H002	96	LF	\$ 8.60	0	\$ -	123	\$ 1,057.00			REMOVING CURB
206E001	1	EACH	\$ 828.10	0	\$ -	1	\$ 828.10			REMOVING INLETS
206E050	1	EACH	\$ 330.00	0	\$ -	0	\$ -			REMOVING SLOPE PAVED HEADWALLS
210A000	965	CY	\$ 10.10	83.99	\$ 848.30	1065.41	\$ 10,154.64			UNCLASSIFIED EXCAVATION
214A000	6	CY	\$ 17.20	0	\$ -	0	\$ -			STRUCTURE EXCAVATION
214B000	4	CY	\$ 439.50	0	\$ -	0	\$ -			FOUNDATION BACKFILL LOCAL
210D021	350	CY	\$ 17.50	64.40	\$ 1,127.00	1024.95	\$ 31,936.63			BOHROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)
301A004	5380	SY	\$ 12.60	16.02	\$ 201.05	4208.24	\$ 53,023.02			CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED
401A000	5310	SY	\$ 1.50	0	\$ -	0	\$ -			BITUMINOUS TREATMENT A
424A340	449	TONS	\$ 105.00	10.49	\$ 1,040.40	472.57	\$ 49,619.85			SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LA
517D000	310	LF	\$ 34.12	17	\$ 578.04	272	\$ 9,260.61			SIDEWALK HANDRAIL
535A000	67	LF	\$ 35.10	0	\$ -	96	\$ 3,369.60			15" SIDE DRAIN PIPE
535B009	56	LF	\$ 45.40	0	\$ -	56	\$ 2,542.40			10" SPAN, 11" RISE SIDE DRAIN PIPE
535H011	142	LF	\$ 22.20	0	\$ -	144	\$ 3,196.80			22" SPAN, 14" RISE SIDE DRAIN PIPE
567A000	250	LF	\$ 577.50	0	\$ -	0	\$ -			BOARDWALK (INCLUDING ALL TIMBER, HARDWARE, ANCHO
600A000	1	LS	\$ 43,555.20	0.00	\$ -	1.00	\$ 43,555.20			MOBILIZATION
614A000	3	CY	\$ 979.90	0.00	\$ -	5.87	\$ 5,752.01			SLOPE PAVING
618A000	344	SY	\$ 40.30	190.01	\$ 7,079.01	1092.45	\$ 44,025.74			CONCRETE SIDEWALK, 4" THICK
619H115	2	EACH	\$ 1,819.70	0	\$ -	2	\$ 3,639.40			10" SPAN, 11" RISE SIDE DRAIN PIPE END TREATMENT, CLAS
619H116	1	EACH	\$ 1,819.70	0	\$ -	1	\$ 1,819.70			22" SPAN, 14" RISE SIDE DRAIN PIPE END TREATMENT, CLAS
620A000	5	CY	\$ 1,020.00	0.00	\$ -	3.26	\$ 3,325.20			MINOR STRUCTURE CONCRETE
621C134	1	EACH	\$ 8,399.50	0	\$ -	1	\$ 8,399.50			INLETS, TYPE PD (MODIFIED)
650A000	250	CY	\$ 26.00	21.47	\$ 550.22	450.07	\$ 11,722.62			TOPSOIL
654A003	9460	SY	\$ 4.30	400.00	\$ 1,720.00	7751.00	\$ 33,329.30			SOLID SODDING (CENTIPEDE)
665B000	500	SY	\$ 2.40	333.33	\$ 799.99	0721.53	\$ 20,931.67			POLYETHYLENE
665F000	250	EACH	\$ 10.10	17	\$ 171.70	279	\$ 2,817.90			HAY BALES
665G000	250	EACH	\$ 10.30	200	\$ 2,060.00	250	\$ 2,575.00			SAND BAGS
665J002	5300	LF	\$ 4.30	0	\$ -	3689	\$ 15,862.70			SILT FENCE
665L000	276	LF	\$ 30.00	0	\$ -	276	\$ 8,280.00			FLOATING BASIN BOTTOM
665N001	5300	LF	\$ 1.00	2024	\$ 2,024.00	3689	\$ 3,689.00			SILT FENCE REMOVAL
665Q002	912	LF	\$ 10.30	0	\$ -	900	\$ 9,270.00			WATTLE
703A002	1015	SF	\$ 6.10	301	\$ 1,836.10	2390	\$ 14,579.00			TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A
740D000	60	SF	\$ 7.70	0	\$ -	35	\$ 269.50			CONSTRUCTION SIGNS
740I000	100	EACH	\$ 27.50	100	\$ 2,750.00	100	\$ 2,750.00			CHANNELIZING DRUMS
740E000	100	EACH	\$ 12.00	0	\$ -	101	\$ 1,212.00			CONES (36 INCHES HIGH)
740M001	100	EACH	\$ 6.00	0	\$ -	101	\$ 606.00			DALLAST FOR CONE
424-360 ADJ										HMA- January 2017
424-360 ADJ										Bituminous Adj - January 2017
424-360 ADJ										HMA- February 2017
424-360 ADJ										Bituminous Adj - February 2017
							\$ 139,000.36			Stored Materials - Bridge (\$139,000.36) - Invoice 1711-60787
					\$ 12,249.91		\$ 40,999.64		75% complete	Bridge Lump Sum - \$ 40,999.64
<b>Total Project Bid :</b>	<b>\$ 520,516.00</b>			<b>Paid This Month :</b>	<b>\$ 37,529.72</b>	<b>Paid To Date :</b>	<b>\$ 612,901.52</b>		<b>Percent Complete :</b>	<b>110%</b>

	BAD	\$	19,440.00
	BAD	\$	1,649.20
	good	\$	330.30
	BAD	\$	675.60
	BAD	\$	828.10
	good	\$	330.00
	BAD	\$	9,745.50
	good	\$	103.20
	good	\$	1,758.00
	BAD	\$	6,125.00
	BAD	\$	67,788.00
	good	\$	7,965.00
	BAD	\$	47,145.00
	BAD	\$	10,577.20
	BAD	\$	2,351.70
	BAD	\$	2,542.40
	BAD	\$	3,152.40
	good	\$	144,375.00
	BAD	\$	43,555.20
	BAD	\$	2,939.70
	BAD	\$	19,863.20
	BAD	\$	3,639.40
	BAD	\$	1,819.70
	BAD	\$	5,100.00
	BAD	\$	8,999.50
	BAD	\$	6,500.00
	BAD	\$	40,678.00
	BAD	\$	1,200.00
	BAD	\$	2,575.00
	BAD	\$	2,575.00
	BAD	\$	21,790.00
	BAD	\$	8,780.00
	BAD	\$	5,300.00
	BAD	\$	9,393.60
	BAD	\$	9,851.50
	BAD	\$	523.60
	BAD	\$	2,750.00
	BAD	\$	1,100.00
	BAD	\$	600.00
		\$	
		\$	520,516.00



### Summary Of Overrun and Underrun

TAPOA-TA14(919)

SR 104 SIDEWALK

Start of Estimate	End of Estimate
6/1/2018	6/30/2018

Pay Item Number	Contract Quantity	Units	Unit Cost	Monthly Quantity	Monthly Cost	Total Quantity	Total Cost	Anticipated Overrun/Underrun	Actual Overrun/Underrun	Pay Item Description		
201C000	1	LS	9,720.00	0	\$ -	1	\$ 9,720.00			CLEARING	BAD	\$ 9,720.00
206D002	76	LF	\$10.90	0	\$ -	0	\$ -			REMOVING CURB	good	\$ 828.40
206D000	9	LF	\$36.70	0	\$ -	0	\$ -			REMOVING PIPE	good	\$ 330.30
206F 001	2	EACH	1,650.00	0	\$ -	1	\$ 1,650.00			REMOVING INLETS	BAD	\$ 3,300.00
210A000	107	CY	22.7	0	\$ -	0	\$ -			UNCLASSIFIED EXCAVATION	good	\$ 2,428.90
214A000	6	CY	55	0	\$ -	0	\$ -			STRUCTURE EXCAVATION	good	\$ 330.00
214B000	5	CY	111.6	0	\$ -	0	\$ -			FOUNDATION BACKFILL, LOCAL	good	\$ 558.00
210D021	200	CY	27.9	0.00	\$ -	291.50	\$ 8,135.00			BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)	BAD	\$ 5,580.00
517D000	215	LF	32.4	0	\$ -	366	\$ 11,858.40			SIDEWALK HANDRAIL	BAD	\$ 6,966.00
535A000	184	LF	34.3	0	\$ -	140	\$ 4,802.00			15" SIDE DRAIN PIPE	BAD	\$ 6,311.20
618A000	754	SY	40.1	99.38	\$ 1,579.14	805.49	\$ 32,300.15			CONCRETE SIDEWALK, 4" THICK	BAD	\$ 30,235.40
619A100	1	EACH	1,819.70	0	\$ -	1	\$ 1,819.70			15" SIDE DRAIN PIPE END TREATMENT, CLASS 1	BAD	\$ 1,819.70
620A000	2	CY	1,020.00	0	\$ -	0	\$ -			MINOR STRUCTURE CONCRETE	good	\$ 2,040.00
621C000	2	EACH	6,859.70	0	\$ -	2	\$ 13,719.40			INLETS, TYPE E (MODIFIED)	BAD	\$ 13,719.40
650A000	75	CY	26	0.00	\$ -	85.00	\$ 2,232.80			TOPSOIL	BAD	\$ 1,950.00
654A003	1120	SY	4.3	0	\$ -	950	\$ 4,085.00			SOLID SODDING (CENTIPEDE)	BAD	\$ 4,816.00
665E 000	200	SY	2.4	0	\$ -	0	\$ -			POLYETHYLENE	good	\$ 480.00
665F000	150	EACH	10.2	0	\$ -	0	\$ -			HAY BALES	good	\$ 1,530.00
665G000	150	EACH	10.2	0	\$ -	0	\$ -			SAND BAGS	good	\$ 1,530.00
665J002	690	LF	4.3	0	\$ -	375	\$ 1,612.50			SILT FENCE	BAD	\$ 2,967.00
665O001	690	LF	1	0	\$ -	375	\$ 375.00			SILT FENCE REMOVAL	BAD	\$ 690.00
665P005	2	EACH	400	0	\$ -	0	\$ -			INLET PROTECTION, STAGE 3 OR 4	good	\$ 960.00
665Q002	504	LF	10.1	0	\$ -	0	\$ -			WATTLE	good	\$ 5,090.40
703A002	230	SF	6.6	0	\$ -	358	\$ 2,362.80			TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	BAD	\$ 1,518.00
740B000	141	SF	7.7	0.00	\$ -	144.00	\$ 1,108.80			CONSTRUCTION SIGNS	BAD	\$ 1,085.70
740D000	50	EACH	27.5	0	\$ -	0	\$ -			CHANNELIZING DRUMS	good	\$ 1,375.00
740E 000	50	EACH	12	0	\$ -	42	\$ 504.00			CONES (36" INCHES HIGH)	BAD	\$ 600.00
740M001	50	EACH	5.5	0	\$ -	42	\$ 231.00			BALLAST FOR CONE	BAD	\$ 775.00
<b>Total Project Bid :</b>											\$	109,034.40
<b>Total Project Bid :</b>			\$	<b>Paid This Month :</b>		\$	<b>Paid To Date :</b>		<b>Percent Complete :</b>			
			\$	109,034.40		\$	1,579.14		96,516.71		89%	

**CONTRACTOR'S REQUEST FOR PAYMENT**

Final Pay Request

TO CITY OF FAIRHOPE (OWNER)  
 CONTRACT FOR Arrington Curb and Excavation Inc START DATE 10/19/2015  
 OWNER'S PROJECT NUMBER TAPOA-TA14(919) ENGINEER'S PROJECT NUMBER 452600.39  
 FOR WORK PERFORMED THROUGH THE DATE OF 30-Jun-18

**CONTRACT SUMMARY**

ORIGINAL CONTRACT	\$	<u>629,550.40</u>	<u>120</u>	<u>DAYS</u>
NET CHANGE ORDERS TO DATE	\$	<u>44,383.70</u>	<u>0</u>	<u>DAYS</u>
CURRENT CONTRACT	\$	<u>673,934.10</u>	<u>120</u>	<u>DAYS</u>

	<u>AMOUNT THIS PERIOD</u>	<u>AMOUNT TO DATE</u>
TOTAL WORK PERFORMED	\$ <u>39,108.86</u>	\$ <u>709,418.23</u>
LESS 5% RETAINAGE	\$ <u>1,955.44</u>	\$ <u>35,470.91</u>
AMOUNT EARNED	\$ <u>37,153.42</u>	\$ <u>673,947.32</u>
PLUS STORED MATERIALS	\$ <u>-</u>	\$ <u>-</u>
SUB-TOTAL	\$ <u>37,153.42</u>	\$ <u>673,947.32</u>
LESS PREVIOUS AMOUNTS APPROVED	\$ <u>-</u>	
RETAINAGE RELEASED	\$ <u>35,470.91</u>	\$ <u>35,470.91</u>
AMOUNT DUE THIS APPLICATION	\$ <u>72,624.33</u>	\$ <u>709,418.23</u>

**CONTRACTOR'S CERTIFICATION**

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with work covered by prior Applications for Payment numbered 1 through 10 inclusive; and (2) title to all materials and equipment incorporated in said work or otherwise listed in or covered by the Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as covered by Bond acceptable to OWNER).

DATE: 9-17-18 CONTRACTOR: Arrington Curb and Excavation, Inc.

BY [Signature]  
 TITLE Corporate Secretary

Sworn to as true and correct before the undersigned authority on the 17<sup>th</sup> day of SEPT., 2018.

[Signature]  
 NOTARY PUBLIC

My Commission Expires 02/12/21

SARA FLETCHER  
 COMMISSION# GG71997  
 EXPIRES: FEB. 12, 2021

**ENGINEER'S RECOMMENDATION**

This application (with accompanying documentation) meets the requirements of the Contract Documents and payment of the above AMOUNT DUE THIS APPLICATION is recommended.

DATE: 10-1-18 BY [Signature]  
 TITLE Project Engineer  
 ENGINEER Volkert Inc.



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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** That the Fairhope City Council hereby accepts the Gift of Two Artworks to the City of Fairhope from Nall Hollis: “Dancing Camellia” valued at \$4,500.00 and “The Choice” valued at \$25,000.00.

Adopted on this 22nd day of October, 2018

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

Attest:

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

## GIFT AGREEMENT

1) Gift. Nall Hollis ("Donor") hereby donates to the City of Fairhope ("Institution") a piece of art titled Dancing Camellia valued at \$4500 ("Artwork").

2) Warranties. The Donor warrants that, he owns the Artwork, free and clear of any liens, and the Donor has the full right, power and authority to transfer the Artwork to the City of Fairhope.

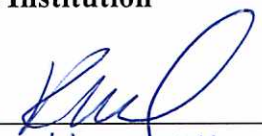
3) Use by the Donor. The City of Fairhope hereby agrees that should the Artwork be removed from display on City of Fairhope property, the Artwork will be returned to the Donor or his estate.

The authorized representatives of the parties have signed this gift agreement effective as of the date of signature:

**Donor**

**For the Institution**

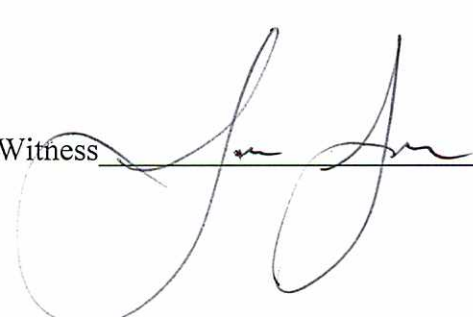
By: 

By:   
NAME: Rain Wilson, Mayor  
TITLE: 10/5/18

Date 10/5/18

Date

Witness   
10/5/18 SL Bloodworth Botop

Witness  10-5-18  
Jason Jarvis

**GIFT AGREEMENT**

1) Gift. Nall Hollis ("Donor") hereby donates to the City of a Fairhope ("Institution") a piece of art titled The Choice valued at \$25,000 ("Artwork").

2) Warranties. The Donor warrants that, he owns the Artwork, free and clear of any liens, and the Donor has the full right, power and authority to transfer the Artwork to the City of Fairhope.

3) Use by the Donor. The City of Fairhope hereby agrees that should the Artwork be removed from display on City of Fairhope property, the Artwork will be returned to the Donor or his estate.

The authorized representatives of the parties have signed this gift agreement effective as of the date of signature:

**Donor**

**For the Institution**

By: Nall Hollis

By: [Signature]  
NAME: Karin Wilson  
TITLE: Mayor

Date Oct 5, 18

Date 10/18/18

Witness [Signature]  
10/18/18 SL Bloodworth Doty

Witness [Signature] Jason Jarvis  
10-5-18

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby approves and authorizes the City of Fairhope to execute the First Amendment to the original Memorandum of Understanding between The Fairhope Arts and Crafts Festival Foundation and The City of Fairhope which was adopted on February 15, 2018 via Resolution No. 2976-18.

Adopted on this 22nd day of October, 2018

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

Attest:

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



REQUEST FOR AMENDMENT TO MOUA:

The Fairhope Arts & Crafts Foundation (Foundation) on behalf of the Fairhope Arts & Crafts Festival Committee (Festival) request an amendment to the MOUA b/w City of Fairhope (City) and the Foundation.

1. The previous MOUA allocated certain streets in downtown Fairhope for the Festival. Historically, this allocation included Church Street from Fairhope Avenue, north to Magnolia Avenue.
2. Due to a request from the Fairhope Police Department not to block the entrances into the city parking garage or driveway behind Fairhope Avenue businesses, a portion of Church Street has become non-useable for the Festival.
3. The Festival is requesting an amendment to the MOUA to add an additional portion of South Church Street from St. James Avenue south, to the entrance of the parking lot next to Fairhoper's Park, not to block the entrance into the parking lot.
4. This "new" area on South Church Street is to simply replace the "old" area on North Church Street.

Requested: October 15, 2018



Jodi Keating, 2019 Chair  
Fairhope Arts & Crafts Festival Committee



Deborah Floyd, Board President  
Fairhope Arts and Crafts Festival Foundation

## Memorandum of Understanding and Agreement

1. The Fairhope Arts and Crafts Festival Foundation (hereafter known as the Foundation) shall have the exclusive and sole authority, ownership and control of the operations and all activities related to or in any way associated with the Fairhope Arts and Crafts Festival (hereafter known as the Festival) event. All proceeds originated from any marketable item such as t-shirts and posters shall go to the Foundation.
2. The name of the Festival, including its annual distinction, shall belong to the Foundation. The 2018 Festival will be named the 66<sup>th</sup> Annual Fairhope Arts and Crafts Festival.
3. All monies related to the Festival shall be controlled by the Festival/Foundation. All in kind and monetary sponsorships relating to the Festival/Foundation will be controlled and owned by Festival/Foundation.
4. The Foundation agrees to provide yearly compensation of \$20,000 (for a total of \$60,000) to the City of Fairhope (hereafter known as the City) or its designee for the next three (3) years (2018- 2020) in recognition of their continued support of the Fairhope Arts and Crafts Festival.
5. The Foundation shall make multiple donations to various non-profit organizations within the City, thus allowing the Council the opportunity to reduce the amount of the donations that the City gives to these groups. This will have an equivalent monetary savings of at least \$40,000 per year (or \$120,000 for three years) for the City.
6. The Foundation also agrees to promote the City at a sponsorship level equivalent to its donation to the Festival.

Likewise,

7. For the years 2018, 2019 and 2020, the City agrees to provide the Foundation with the exclusive use of the streets of the City of Fairhope as set out below, on the third weekend of March for its annual Fairhope Arts and Crafts Festival consistent with previous years.

The request is for the following streets from 5:00 pm on Thursday until 8:00 pm on Sunday on the Festival weekend.

- Magnolia Avenue from Bancroft Street west to Church Street
- Magnolia Avenue from Bancroft to School Street, including the parking area behind the Library
- Section Street from the south side of Regions building on North Section Street south to the approximate area of Greer's/Food Tiger
- Fairhope Avenue from Bancroft Street west to the barricades set at Summit Street
- Church Street from the ~~intersection on Magnolia Streets~~southern entrance to the public parking garage to the ~~intersection of St. James~~entrance to the parking area at Fairhoper's Park.

- De La Mare from Church Street to Section Street
- Johnson Avenue from Section Street east to Bancroft Street

8. The City shall continue to provide the Festival with the same protection and services that has made it an integral part of the Festival for years.

This shall include:

The use of the Fairhope Civic Center on Friday evening of Arts and Crafts Festival weekend for the Festival's annual Artist Awards Dinner, including the availability of the Civic Center during the day on Friday for dinner setup and preparation.

"No Parking" signage placed in appropriate areas on the Thursday morning of the Festival setup, and the placement of appropriate barricades and cones to control traffic flow and promote safety for the weekend.

Coordination between the Festival Committee and City to provide appropriate security for the weekend including help with traffic control during the artist booth setup on Thursday evening.

Provide water/sewer services for the food court as provided each year with appropriate fee paid to the City by each food vendor.

9. The City shall add the Festival, its committee members and volunteers and the Foundation and its members as additional insureds under its special events insurance policy.

10. The Arts and Crafts Festival has worked with the Eastern Shore Art Center and Thomas Hospital for many years and looks forward to this continued partnership. The City shall not attempt to include any new partner(s) as part of the Festival weekend without the agreement of the Foundation.

This Memorandum of Understanding and Agreement shall be in effect from January 22, 2018 until December 31, 2020 unless modified by joint written agreement of the Foundation and the City Council.

Dated: \_\_\_\_\_ day of January, 2018

\_\_\_\_\_  
Designated Official, City of Fairhope

\_\_\_\_\_  
Deborah Floyd, Board President  
Fairhope Arts and Crafts Festival Foundation

## **Memorandum of Understanding and Agreement**

1. The Fairhope Arts and Crafts Festival Foundation (hereafter known as the Foundation) shall have the exclusive and sole authority, ownership and control of the operations and all activities related to or in any way associated with the Fairhope Arts and Crafts Festival (hereafter known as the Festival) event. All proceeds originated from any marketable item such as t-shirts and posters shall go to the Foundation.
2. The name of the Festival, including its annual distinction, shall belong to the Foundation. The 2018 Festival will be named the 66<sup>th</sup> Annual Fairhope Arts and Crafts Festival.
3. All monies related to the Festival shall be controlled by the Festival/Foundation. All in kind and monetary sponsorships relating to the Festival/Foundation will be controlled and owned by Festival/Foundation.
4. The Foundation agrees to provide yearly compensation of \$20,000 (for a total of \$60,000) to the City of Fairhope (hereafter known as the City) or its designee for the next three (3) years (2018- 2020) in recognition of their continued support of the Fairhope Arts and Crafts Festival.
5. The Foundation shall make multiple donations to various non-profit organizations within the City, thus allowing the Council the opportunity to reduce the amount of the donations that the City gives to these groups. This will have an equivalent monetary savings of at least \$40,000 per year (or \$120,000 for three years) for the City.
6. The Foundation also agrees to promote the City at a sponsorship level equivalent to its donation to the Festival.

Likewise,

7. For the years 2018, 2019 and 2020, the City agrees to provide the Foundation with the exclusive use of the streets of the City of Fairhope as set out below, on the third weekend of March for its annual Fairhope Arts and Crafts Festival consistent with previous years.

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- Fairhope Avenue from Bancroft Street west to the barricades set at Summit Street
- Church Street from the southern entrance to the public parking garage to the entrance to the parking area at Fairhoper's Park.

- De La Mare from Church Street to Section Street
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8. The City shall continue to provide the Festival with the same protection and services that has made it an integral part of the Festival for years.

This shall include:

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"No Parking" signage placed in appropriate areas on the Thursday morning of the Festival setup, and the placement of appropriate barricades and cones to control traffic flow and promote safety for the weekend.

Coordination between the Festival Committee and City to provide appropriate security for the weekend including help with traffic control during the artist booth setup on Thursday evening.

Provide water/sewer services for the food court as provided each year with appropriate fee paid to the City by each food vendor.

9. The City shall add the Festival, its committee members and volunteers and the Foundation and its members as additional insureds under its special events insurance policy.

10. The Arts and Crafts Festival has worked with the Eastern Shore Art Center and Thomas Hospital for many years and looks forward to this continued partnership. The City shall not attempt to include any new partner(s) as part of the Festival weekend without the agreement of the Foundation.

This Memorandum of Understanding and Agreement shall be in effect from January 22, 2018 until December 31, 2020 unless modified by joint written agreement of the Foundation and the City Council.

Dated: \_\_\_\_\_ day of January, 2018

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Designated Official, City of Fairhope

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Deborah Floyd, Board President  
Fairhope Arts and Crafts Festival Foundation

**RESOLUTION NO. 2976-18**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council hereby approves and authorizes the City of Fairhope to execute a Memorandum of Understanding between The Fairhope Arts and Crafts Festival Foundation and The City of Fairhope.

Adopted on this 15th day of February, 2018

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

Attest:

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



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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Fairhope First Baptist Church holds an annual Halloween party for children at its Section Street facility on Halloween night. Children and adults will be crossing Section and other adjacent side streets. Traditionally, lighting has been provided by the event sponsor, but due to Hurricane Michael, there is no lighting available for rental. Due to the nature of the holiday and the lack of available lighting, the Fairhope Police Department is hereby authorized to use its portable lights on public rights of way to help ensure the safety of children and adults crossing the public streets. The lighting units are not otherwise in use by the Department at that time.

ADOPTED ON THIS 22ND DAY OF OCTOBER, 2018

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

Attest:

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

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

**A RESOLUTION OF THE FAIRHOPE CITY COUNCIL TO CONTRIBUTE  
THE TWENTY (20%) LOCAL MATCH REQUIREMENT FUNDING FOR  
SIGNALIZATION OF THE INTERSECTION OF GREENO OLD BATTLES ROADS**

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

**WHEREAS**, Federal funding is available through the MPO for Long Range Transportation Plan projects; and

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

**WHEREAS**, the Baldwin County Commission and the City of Fairhope desire to install signalization of the intersection of Greeno and Old Battles Roads with the County handling all project administration, letting and construction inspection, and accept all signal maintenance after installation; and

**WHEREAS**, the estimated local match for the Project is not to exceed \$70,000.00 by the City of Fairhope and the Eastern Shore Metropolitan Planning Organization providing the remaining 80% funding; and

**WHEREAS**, the MPO requires a resolution from sponsoring local government committing the sponsoring government to providing the 20% local match for Project funds as set forth above.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that the City Council request the Eastern Shore Metropolitan Planning Organization to fund the Project to install signalization of the intersection of Greeno and Old Battles Roads and commits to provide the required local match not to exceed \$70,000.00; and authorize Mayor Karin Wilson to execute the necessary documents with the Baldwin County Commission, and if necessary, with Alabama Department of Transportation for Project.

ADOPTED THIS 22ND DAY OF OCTOBER, 2018

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

**ATTEST:**


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

Karin Wilson  
Mayor



Richard D. Johnson, PE  
Public Works Director

## Memorandum

From: Richard D. Johnson; PE   
To: Fairhope City Council  
Thru: Mayor Karin Wilson  
CC: City Clerk; County Engineer; ESMPO; File  
Date: October 4, 2018  
Subject: Signalization of the intersection of Greeno and Old Battles Roads

---

ALDOT and the Baldwin County Commission has worked together to determined that the intersection of Greeno and Old Battles Roads warrants signalization. Upon that conclusion, they attempted to add the new signal in with the currently underway Adaptive ITS Project that is under contract with Bagby and Russell. Unfortunately, the contractor responded to the Change Order with a ridiculously high quote that could not be considered or accepted.

ALDOT has requested that Baldwin County Highway Department let this intersection signalization as a separate project. ALDOT will supply engineered plans that will include pedestrian signals. The county plans to let it as a Local Public Agency (LPA) project. Baldwin County will handle all project administration, letting and construction inspection (CE&I). The County will accept all signal maintenance responsibility after installation.

The County and ALDOT is requesting the City of Fairhope provide the 20% match (not to exceed \$70,000) and the Eastern Shore MPO will continue to provide the 80% funding that it had originally agreed to do. The MPO Board will probably require a separate project and a vote to place this project on the Transportation Improvement Plan (TIP).

The signalization of this intersection will vastly improve safety and traffic management. It is my recommendation that Council pass a Resolution of support, provide funding and authorize the Mayor to sign any required funding agreements between Baldwin County and the City of Fairhope. I have attached the County Engineer's email for background support.

Yours,

RDJ

**From:** Joey Nunnally  
**To:** Sarah C. Hart; Don Powell; Brian Aaron; Sherry-Lea Bloodworth Boto; Richard Johnson  
**Cc:** Frank Lundy; Jenifer Eubanks  
**Subject:** CR 34 ( Battles Rd) / HWY 98 (Greno Rd) signal  
**Date:** Thursday, September 27, 2018 3:01:39 PM

---

Just wanted to follow up on the meeting we had today and let everyone know the direction we are headed. Since the contractor has come back with an extremely high price for the inclusion of this intersection, ALDOT has requested that we let this intersection as a separate project.

What we have discussed at this time would be for ALDOT to supply a full set of plans for the county to let as a LPA project which would incorporate a pedestrian signal.

The County would then administer the project for the letting and provide the Construction inspection. Then accept maintenance responsibility of the signal.

I have spoken with Sherri Lee about the City providing the 20% match ( app \$70,000) and she is checking on that now.

The MPO will continue to provide the 80% funding that it had originally agreed to do. This will probably require a separate project and a vote to place this project on the TIP... but Sarah please correct me if I am wrong.

All this above will require a funding agreement between the County/ALDOT and a funding agreement between County/Fairhope and a maintenance Agreement between the County/ALDOT.

Please let me know if I have left something out.

Sorry about the long email, allot of hurdles to jump but I don't see any to high to leap.

Thanks

Joey

Sent from my iPhone

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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council hereby approves and authorizes Mayor Karin Wilson to execute a Memorandum of Understanding (“MOU”) between the Baldwin County Commission, Baldwin County Sheriff’s Office, Baldwin County Public Schools (Baldwin County Board of Education) and the City of Fairhope regarding the School Resource Officer (“SRO”) Program at Baldwin Public Schools. The MOU shall be in effective as of August 15, 2018, and shall remain in effect for a period of two (2) years from the effective date. The Baldwin County Public Schools will pay up to Fifty Thousand Dollars (\$50,000.00) per year for each SRO to the City of Fairhope for SRO salaries, FICA, employer’s contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance.

Adopted on this 24th day of April, 2017

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

Attest:

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

**MEMORANDUM  
OF  
UNDERSTANDING**

**BALDWIN COUNTY COMMISSION  
BALDWIN COUNTY SHERIFF'S OFFICE  
BALDWIN COUNTY PUBLIC SCHOOLS  
CITY OF FAIRHOPE**



**WHEREAS**, the Baldwin County Commission (the “Commission”), the Baldwin County Sheriff’s Office (the “BCSO”), the Baldwin County Public Schools, by and through the Baldwin County Board of Education (the “BCPS”), and the City of Fairhope, Alabama (sometimes referred to herein as the “Municipality or Police Department”), have agreed to work together to provide assistance in the establishment of School Resource Officer (“SRO”) Programs at the public schools within Baldwin County, and pursuant to this Memorandum of Understanding (sometimes referred to herein as “MOU” or “Agreement”), within the corporate limits of the Municipality: and

**WHEREAS**, the Municipality and the BCPS desire to provide funding and personnel for the SRO Program within the Municipality: and

**WHEREAS**, the BCSO and the Commission desire to provide administrative assistance for the SRO Program within the Municipality pursuant to this MOU: and

**WHEREAS**, the Commission, BSCO, BCPS and Municipality deem it expedient to adopt the following purpose, goals, objectives, and procedures for the administration of the School Resource Officer Program within the Municipality.

**THE PARTIES AGREE AS FOLLOWS:**

**PART I. PURPOSE**

- A. An effective education program requires a safe and orderly environment where teachers feel safe to teach and students feel safe to learn. It also requires that parents feel safe in sending their children to our schools. Consequently, the Baldwin County Sheriff’s Office and the Municipality, in collaboration with Baldwin County Public Schools and with administrative assistance and funding by the County, conduct the School Resource Officer (SRO) Program to provide school administrators and staff with law enforcement resources and expertise they need to maintain safety, order, and discipline in the school environment.
- B. The SROs perform three different roles while operating inside public schools. They perform the duties of an APOST certified law enforcement officer, an informal counselor, and an instructor of law related and safety classes.
- C. The School Resource Officer Program involves the assignment of a police officer to a public school as an SRO. In accordance with staffing availability and the demonstrated needs of the school, the Municipality will select and assign an SRO to campuses within the corporate limits of the Municipality, which include Fairhope High School, Fairhope Middle School, Fairhope Intermediate School, Fairhope Elementary School and J. Larry Newton Elementary School. SROs will maintain a presence at all public schools within the Municipality.
- D. The SRO Program is intended to help protect students at school. This is achieved, in part, by the assignment of SROs to work within the public schools. Additionally, it is important to establish, maintain, and update specific guidelines and procedures to be followed by the SRO and individual school administrators. This Memorandum of Understanding clarifies the roles of the SROs and school administrators, their scope of their authority, and the responsibilities of the Baldwin County Public Schools and Municipality in this collaboration. The success of the program relies on effective communication between the SRO, the principal, and other key staff members of each organization.

- E. The BCSO and Commission have agreed to provide administrative assistance to the BCPS and the Municipality related to the payments to be made by the BCPS to the Municipality pursuant to this Agreement.

## **PART II. GOALS**

The Municipality's goal is to assist in providing a safer and more secure environment, while creating a more favorable perception of law enforcement by students, parents, faculty, and ancillary personnel within the schools. Additionally, it is the mission of the Municipality to foster an environment where schools are safe places in which students can learn and teachers and ancillary personnel can teach and work. The pursuit of the following objectives can help achieve these goals:

- A. Maintain the presence of highly trained, armed, and sworn Police Officers serving as SROs who can immediately engage and mitigate any outside threat or internal threat to our schools. The SROs will also be able to immediately engage and contain a threat until additional law enforcement resources arrive and deploy to mitigate a threat. The SRO will take law enforcement action as required against intruders and unwanted guests who may appear at the school in accordance with applicable state law.
- B. Decrease the number of major disciplinary incidents on campus. This includes, but is not limited to, drug possession/distribution, gang membership, alcohol and tobacco possession and use, theft, vandalism, weapons possession, fighting, harassment, truancy, and sexual offenses. The promotion of self-discipline and respect for the law by the SRO will aid in the reduction of these incidents. Also, these incidents will be decreased, in part, through direct intervention and enforcement activities.
- C. Provide a deterrent to unacceptable behavior through the SRO's presence, visibility and accessibility.
- D. Aid in the review and participation in the school's Emergency Operation Plans and/or Safety Plans and/or the Police Department response plan and in the implementation of the plans based on the circumstances.
- E. Aid in his/her capacity as a sworn law enforcement officer to assist school personnel in any disciplinary or law enforcement matter.
- F. Provide educational instruction in the areas of crime prevention, safety, conflict, resolution, restorative justice, and/or crime awareness. This information will encourage students to become more self-disciplined and voluntarily obey the laws of the State of Alabama and the rules of the Baldwin County Public Schools.
- G. Reduction in juvenile delinquency.
- H. Encourage students to show greater respect for other students. The result of this mentorship will be apparent by a reduction in serious disciplinary incidents, violent incidents, threats and intimidation of other students.
- I. Encourage students to develop positive attitudes toward law enforcement officers, teachers, parents, and all authority figures.
- J. Encourage students to be more proficient in setting appropriate internal and external boundaries in interpersonal and group relationships.
- K. An improvement in trust, communication, collaboration and mutual understanding between school officials, staff, students, parents, the SRO and other law enforcement officers. This will create an atmosphere in which:

1. Students, parents, and school officials feel free to utilize the services of the SRO and the Police Department.
2. Students, school officials, parents, and other family members will contact the SRO or other law enforcement officers when situations require crime intervention or prevention.
3. Understanding and a cooperative spirit toward law enforcement increases and filters into the community.
4. The School Resource Officer Unit will be able to rely on the increased assistance and cooperation of citizens in preventing or reporting criminal activity in the community.
5. The SRO may contribute input towards the further development of school policies that address crime and recommendations for possible procedural changes to enhance school safety.
6. The SRO Unit works with the BCSO and other municipal SRO Programs/Community Outreach Units to help network and keep all of our schools as safe as possible.
7. The SRO Unit Supervisor works in partnership with the Baldwin County Public Schools Prevention and Support Services Director to help maintain and foster a cooperative effort by all parties and promote a uniform approach for safety.

### **PART III. EMPLOYMENT OF SCHOOL RESOURCE OFFICERS**

- A. The Municipality will employ one SRO per public school within the Municipality pursuant to this MOU. The BCPS will pay up to Fifty Thousand Dollars (\$50,000.00) per year for each SRO to the Municipality for SRO salaries, FICA, employer's contribution to retirement, health insurance, health benefits options or payments made in lieu thereof, unemployment, training related to SRO programs only, benefits, and insurance. The SROs shall be the employees of the Municipality and shall be subject to the administration, supervision and control of the Municipality. On or before October 5, 2018, and the fifth day of January, April, July and October of each year thereafter, the Municipality shall submit invoices to the BCPS for the previous three months service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the Baldwin County Sheriff for approval, along with any other forms or documentation required by the BCSO.
- B. The BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU. The Municipality shall submit invoices to the BCPS on a quarterly basis for the previous three months service provided by the Municipality pursuant to this MOU, and a copy of the invoices shall be submitted to the Baldwin County Sheriff for approval, along with any other forms or documentation required by the BCSO.
- C. The Municipality agrees to provide pay and employment benefits in accordance with the applicable salary schedules and employment practices of the Municipality, including but not necessarily limited to sick leave, annual leave, retirement compensation, and all other applicable employment benefits. The SROs shall be subject to all other personnel policies and practices of the Municipality except as such policies or practices may have to be modified to comply with the terms of this MOU.

- D. The Municipality, in its sole discretion, shall have the power and authority to hire, discharge and discipline SROs.
- E. The Municipality is responsible for assigning and supervising the SRO's hours and schedule in compliance with all applicable state and federal laws. Specific SRO duty hours at a particular school shall be set by mutual agreement between the Baldwin County Public Schools, at the direction of the principal of the school to which the officer is assigned, and the Municipality, by the supervising officer in charge of the SRO program. Generally, the SRO's duty schedule will be arranged to provide coverage throughout the school day, including peak arrival and departure times before and after school, and, whenever possible, patrolling the exterior and interior grounds during the opening and closing of school and during lunch periods.

#### **PART IV. DUTIES AND RESPONSIBILITIES**

##### **A. SRO**

1. The SRO is a sworn Police Officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school(s). To be an SRO, an officer must first meet all of the following basic qualifications:
  - a. Shall be a commissioned officer, certified by the Alabama Peace Officers' Standards and Training Commissions as a law enforcement officer, whose certification is in good standing and who has successfully completed active shooter training approved by the Alabama State Law Enforcement Agency;
  - b. Shall possess a sufficient knowledge of the applicable Federal and State laws, City and County ordinances, and Board of Education policies and regulations;
  - c. Shall be capable of conducting in depth criminal investigations;
  - d. Shall possess an even temperament and set a good example for students; and
  - e. Shall possess communication skills which would enable the officer to function effectively within the school environment.
2. The SRO will maintain safety, order, and discipline within their assigned school(s). The SRO will be considered an active member of the administrative team in his/her assigned school(s).
3. The SRO will maintain office space as space becomes available at each school, will stay highly visible throughout the campus of each school, and will respond to law enforcement needs of each school.
4. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the SRO's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the Police Department. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency Police Department number if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.

5. The SRO will provide educational instruction and serve as mentor and role model in matters pertaining to behavioral issues and the criminal justice system.
6. The SRO's immediate supervisor and chain of command in the Police Department will be followed when the SRO has questions or needs advice. However, on the rare occasion that any member of that chain of command is unavailable, communication should filter to the supervisor left in charge by the Chief of Police, or his designee.
7. The SRO shall wear the police uniform required by the Municipality and operate a marked police cruiser while on duty, unless otherwise authorized by the supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Police Department to students and staff.
8. The SRO will be responsible for the preparation of lesson plans to be presented to the immediate supervisor. The plans will be approved by the chain of command and the school administration before implementation. Topics of instruction will include crime prevention and safety, conflict resolution, restorative justice, and crime awareness, as well as other approved topics. Any brochures or other materials that will go out for dissemination to the public about the SRO program will be approved by the SRO supervisor and the Police Department chain of command.
9. A Patrol Officer or Officers will respond to calls when the SRO is unavailable due to teaching a class or any other unavailability. Investigators should attempt to coordinate with the SRO before contact is made with suspect students.
10. The SRO will work closely with the administrative staff on the enforcement of criminal laws. This will be pursued in a fair and consistent manner. The teamwork approach between the schools and the SRO will be used, but the final decision to arrest is that of the SRO. Communication and cooperation between the schools and the Police Department will be accomplished through the use of the SRO program. However, the SRO's chain of command and ultimate supervision is always within the Police Department.
11. The SRO Supervisor shall ensure that open lines of communication are in place between the schools and the Municipality. The principals of each campus and the SRO supervisor should meet when issues arise with the SRO's performance, and the SRO Supervisor shall address any concerns regarding the performance of the SRO. Principals may provide information to the Municipality related to the selection of a new SRO to determine any special needs or concerns of the campus which the Principal believes should be taken into consideration in the selection of a new SRO. However, the final selection of the SRO is the decision of the Municipality.
12. Each SRO is responsible for maintaining his or her law enforcement officer certification in good standing and annually completing and passing the firearm requalification required of all law enforcement officers by the Alabama Peace Officers' Standards and Training Commission. The Municipality is responsible for overseeing and ensuring compliance with the above.
13. Each SRO must carry a non-lethal weapon and must be trained in the appropriate use of that non-lethal weapon. The Municipality is responsible for overseeing and ensuring compliance with such training.
14. The Municipality will administer, supervise and evaluate the SRO position with input from the Superintendent and the Administration of prescribed schools.

## **B. School Principal**

1. It is the responsibility of the principal to facilitate effective communications between the SRO and the school staff. The principal of the school shall meet regularly with the assigned SRO. This meeting shall not be delegated to other administrative staff on a regular basis.
2. The SRO's assigned school buildings, grounds, and surroundings will be the equivalent of the police officer's patrol area, and he or she assumes primary responsibility for handling all calls for service and coordinating the response of other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately to the SRO or the Police Department, if the SRO is not available. In an emergency situation, the school shall call 911 and also notify the SRO. In a non-emergency situation, the school should notify the SRO or call the non-emergency Police Department number, if the SRO is not available. Information that is not of an emergency nature may be held for action by the SRO upon his or her return to duty.
3. Subject to applicable laws, rules and regulations, the principal and school employees should assist the SRO in gathering evidence related to a criminal enforcement action. A criminal enforcement action taken by the SRO which results in the charging of a student with a crime should be supported by the principal and/or school employees by their appearance in court, when necessary, to provide testimony essential to the case. If the principal or the school employees have a question or concerns regarding the actions to be taken by them in a given matter, they should contact their supervisors to address their questions or concerns and/or seek instruction from the BCPS.
4. The school shall provide a work area for the SRO that is equipped with a telephone. It is recommended that the area have a locked storage area for securing contraband recovered by school staff. The SRO shall be responsible for arranging for the destruction of any illegal substances that will not be used for prosecution.
5. The principal shall meet twice yearly with the SRO Supervisor, and at other times at the request of either party when needed, to ensure adequate communication between the school and the Police Department. Upon request, the school shall provide information to the SRO Supervisor to assist in preparing for the annual evaluation of the SRO's performance. Principals are also encouraged to consult with the SRO Supervisor prior to the selection of a new SRO to share any relevant information on the needs or concerns of the particular school.
6. The Baldwin County Public Schools shall provide in-service training, when available, to the SROs in topical areas which will increase the effectiveness of the officers and their ability carry out their duties and responsibilities within the public school system.

## **C. Baldwin County Sheriff's Office**

1. The Baldwin County Sheriff, or his designee, shall review the invoices submitted by the Municipality to the BCPS on a quarterly basis for pursuant to this MOU. Upon approval of the invoices, the Sheriff, or his designee, shall provide written approval and an order to pay to the Baldwin County Clerk/Treasurer and the BCPS.
2. The BCSO shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the BCSO is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.



3. The BCSO shall have the authority to prepare any forms deemed necessary which shall be completed and submitted by the Municipality along with the invoices.

**D. Baldwin County Commission**

1. Upon receipt by the Clerk/Treasurer of the written approval of the invoices and order to pay issued by the Sheriff, or his designee, and upon receipt of funds from the BCPS for the payment of the invoices, the Clerk Treasurer shall issue a check to the Municipality as payment for the approved invoices.
2. The Commission shall have no responsibility for the implementation or operation of the SRO Program pursuant to this MOU, and the Commission is merely providing administrative assistance pursuant to this MOU and shall incur no liability to any party pursuant to this MOU.

**E. Baldwin County Public Schools**

1. On or before October 5, 2018, and the fifth day of January, April, July and October of each year thereafter, the BCPS shall transfer to the Commission an amount sufficient to pay all invoices submitted by the Municipality for the previous three (3) months services provided by the Municipality pursuant to this MOU.
2. The funds will be paid to the Municipality in accordance with the terms of this MOU.

**PART V. POLICE INVESTIGATION AND QUESTIONING**

- A. The SRO, like any other law enforcement officer, has the authority to stop, question, interview, and take law enforcement action without the prior authorization of the principal or contacting parents.
- B. The principal or designee shall be notified as soon as practical of any significant enforcement events. SROs should coordinate activities so that action between the agencies is cooperative and in the best interest of the school and public safety.
- C. The SRO shall inform the SRO Supervisor along with the Criminal Investigative Division of the Police Department of any crime(s) or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned schools.

**PART VI. ARREST PROCEDURES**

SROs are expected to be familiar with the school rules and their application within school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal for action. Any questions related to the enforcement of rules versus violations of the law within the school should be discussed with the principal. This specifically applies to general standards of conduct. The following procedures will be followed when arrest of students or staff becomes necessary:

- A. Persons whose presence on school grounds has been restricted or forbidden or whose presence is in violation of the law may be arrested for trespassing. If the trespass is not

witnessed by the SRO or other law enforcement officer, then the SRO will follow Police Department procedures to address the matter.

- B. The arrest of a student or member of the staff during school hours or on school grounds shall be reported to the school principal as soon as practical.
- C. After an arrest, the SRO will be responsible for the arrest paperwork and transporting the arrestee (juvenile or adult).

#### **PART VII. SEARCH AND SEIZURE**

- A. School officials may conduct searches of a student's property and person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion, which is less than probable cause. (*New Jersey v. T.L.O.*, 469 U.S. 325 (1985)).
- B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the school administration act as his or her agent, unless exigent circumstances exist.
- C. Any search by an SRO or deputy shall be based upon probable cause, and when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed or the suspect may be armed.

#### **PART VIII. ADMINISTRATIVE HEARINGS**

- A. The SRO shall attend suspension and/or expulsion hearings upon request of the school principal. The officer shall be prepared to provide testimony on any actions that were taken by the SRO and any personally observed conduct witnessed by the SRO. The SRO shall make available any physical evidence. Unless otherwise arranged, it will be the responsibility of the SRO to transport and safeguard any physical evidence, such as weapons that are needed at the disciplinary hearing.
- B. The SRO shall not provide any official law enforcement document or juvenile record to the school or expulsion officer. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.
- C. When a subpoena for official records, reports, or documents for an administrative school hearing are received by the Municipality, any action will be coordinated by the SRO supervisor who will be prepared to brief the chain of command and Chief of Police regarding the case.

#### **PART IX. RELEASE OF STUDENT INFORMATION**

SROs will be provided access to records concerning any pupil enrolled in a school in accordance with all applicable State and Federal laws and regulations including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA").

**PART X. RELEASE OF LAW ENFORCEMENT INFORMATION**

Consistent with the basic tenants of relationship between the school principal and the SRO, open communication is essential for an effective SRO Program. Subject to applicable law, SROs should exchange information with the school principal regarding students' involvement in criminal activity in and around the school. This exchange of information shall be limited to that which directly relates to and contributes to the safety of the school environment. SROs shall not make any official documents, reports, or records available to the school or its staff. In accordance with applicable law, the Juvenile Court notifies the School Superintendents of any petitions against school students for selected offenses. The Administration, in turn, notifies the appropriate school principal in each case.

**PART XI. ADDITIONAL TERMS**

- A. This MOU represents the mutual goals and objectives of the Municipality and the Baldwin County Public Schools for the School Resource Officer Program.
- B. This endeavor is a collaborative effort between education and law enforcement to address the epidemic growth of violence in schools. Regular meetings shall be conducted between the Municipality and the Baldwin County Public School's Office of Prevention and Support Services to support this program.
- C. This Memorandum of Understanding shall be effective as of August 15, 2018, and shall remain in effect for a period of two (2) years from the effective date, unless any party elects to terminate the MOU by giving one hundred eighty (180) days written notice of such termination to the other parties. This Memorandum of Understanding shall be reviewed annually and may be amended by the written agreement of the parties.
- D. There are no third-party beneficiaries of this MOU, and this Memorandum of Understanding shall not be construed to create or substantiate any right or claim on the part of any person or entity which is not party hereto.

**SIGNATURE PAGES TO FOLLOW**

BALDWIN COUNTY SHERIFF'S OFFICE

\_\_\_\_\_/\_\_\_\_\_  
Huey "Hoss" Mack, Sheriff Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Huey "Hoss" Mack, whose name as Baldwin County Sheriff, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the . day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

BALDWIN COUNTY PUBLIC SCHOOLS,  
by and through the Baldwin County Board of Education

\_\_\_\_\_ / \_\_\_\_\_  
Eddie Tyler, Superintendent Date

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Eddie Tyler, whose name as Superintendent of the Baldwin County Board of Education, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of the Memorandum of Understanding, he, as such officer and with full authority, executed the same voluntarily for and as the act of said Baldwin County Board of Education.

Given under my hand and official seal this the . day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

CITY OF FAIRHOPE, ALABAMA

\_\_\_\_\_/\_\_\_\_\_  
Karin Wilson, Mayor                                      Date

ATTEST: \_\_\_\_\_  
              Lisa A. Hanks, 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 Karin Wilson, whose name as Mayor of the City of Fairhope, Alabama, and Lisa A. Hanks, whose name as City Clerk of the City of Fairhope, Alabama, 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 Memorandum of Understanding, they, as such officers and with full authority, executed the same voluntarily for and as the act of said City.

Given under my hand and official seal this the . day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_

BALDWIN COUNTY COMMISSION

\_\_\_\_\_/\_\_\_\_\_  
Frank Burt, Jr. Date  
Chairman

ATTEST: \_\_\_\_\_  
Ronald J. Cink  
County Administrator

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Frank Burt, Jr., whose name as Chairman of the Baldwin County Commission, and Ronald J. Cink, whose name as 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 Memorandum of Understanding, 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 \_\_\_\_\_, 2018.

\_\_\_\_\_  
Notary Public, Baldwin County, Alabama  
My Commission Expires: \_\_\_\_\_



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

**WHEREAS**, a Special Municipal Election has been called to be held on 6 November 2018; and,

**WHEREAS**, Section 11-46-27 of the Alabama Code of 1975, as amended, provides, in part, that the Municipal Governing Body, not less than 15 days before the holding of any Municipal Election, appoint from the qualified electors of the municipality, officers to hold the election as follows; where electronic ballot counters are used, at least one inspector and one clerk,

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Fairhope, Alabama that the election Officers for said elections shall be as follow:

**Precinct 42 - Fairhope Civic Center**

Chief Inspector: (1) Vera Culver, 567 Jan Drive

Clerks: (1) Joanne Brown, 62 South Ingleside  
(2) Doris "Dian" Mangus, 400 Jasmine Avenue

Absentee Machine Clerks: (1) Vera Culver, 567 Jan Drive  
(2) Doris "Dian" Mangus, 400 Jasmine Avenue

**Precinct 43 - Fairhope – 3 Circle Church**

Chief Inspector: (1) Beverly J. Stapleton

Clerks: (1) Arthur "Wesley" Stapleton, Jr.  
(2) Helen B. Allison

**Precinct 44 – Barnwell Volunteer Fire Department**

Chief Inspector: (1) Mike Healy, 320 N. Ingleside

Clerk: (2) Mary Medors, 221 Cypress Lane

**Precinct 49 – Fairhope Avenue Baptist Church**

Chief Inspector: (1) Alison M. Calloway

Clerks: (1) Edith Calloway, 9 Cottage Drive  
(2) Charles E. Robinson, 129 Cypress Lane

**Precinct 10 – Point Clear, St. Francis Church**

Chief Inspector: (1) Charles E. Wilson, 489 Bartlett Avenue

Clerk: (1) Betty J. Riley, 317 Lake Ridge Drive

**Precinct 23 – Belforest Community Center**

Chief Inspector: (1) Susan McWilliams,

Clerk: (1) Gretchen McDonald, 21970 Country Woods Dr.

**Precinct 35 – Daphne Civic Center**

Chief Inspector: (1) Kevin S. Olmstead, 236 Mershon Street

Clerk: (1) Kathryn P. Boone, 521 Richmond Circle

**BE IT FURTHER RESOLVED**, that the Chief Inspector shall be compensated \$150.00 for each Election and for each Run-off Election, if necessary, and other Election Officers shall be compensated \$125.00 for each Election, and for each Run-off Election, if necessary.

ADOPTED THIS 22ND DAY OF OCTOBER, 2018

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

Attest:

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

# **EDUCATION ADVISORY COMMITTEE**

## **NOMINEE (S)**

**3 - Year Term**

### **APPOINTMENTS**

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Carrie McLemore

This term shall end October 2021

### **REAPPOINTMENTS**

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# CITY OF FAIRHOPE

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## APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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

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

PLEASE PRINT CLEARLY

Last Name: McLemore First Name: Carrie  
Phone Number: 251-213-8360 Cell: \_\_\_\_\_ Email: Carriemclmore@yahoo.com  
Home Address: 12943 Dominion Drive  
City: Fairhope State: AL Zip: 36532  
Business Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Name of Board or Committee: Education Advisory Council

### EDUCATIONAL BACKGROUND:

Bachelor of Science in Education  
from Samford University

### PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

### PROFESSIONAL EXPERIENCE:

I taught for six years, five of those at Orange Beach Elementary. During this time I taught third- fifth grades, both regular education + special education. I also served in multiple leadership roles while at Orange Beach Elementary. Currently, I help manage our dental practice.

### CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

I am currently serving my second term as J. Larry Newton Elementary PTO's President ; our school's Spring into Art Chairman ; + as a member of FEEF's Advisory Council.

### HOW WILL YOUR QUALIFICATIONS BEST SERVE THE NEEDS OF THE COMMUNITY?

I have teaching experience in multiple grades, with students of different abilities across multiple school systems. I feel my experience can help contribute to the specific goals of the EAC.

Signature: CMcLemore Date: 10/8/18

You may attach a resume with this application.



122 Fairhope Avenue, Suite 3  
Fairhope, Alabama 36532  
251-990-7957  
[www.fairhopefilmfestival.org](http://www.fairhopefilmfestival.org)

March 21, 2018

City of Fairhope  
One Bayou Drive  
Fairhope, AL 36532

Dear Mayor Wilson and City Council:

Thank you for what you and the City did for the past Fairhope Film Festivals. By working in a partnership, Fairhope's film festival is the "Best of the Best" and represents the City of Fairhope in the best light to over 3,000 film enthusiasts. We request the following from the City of Fairhope to ensure another great 4-day event for the 2018 Fairhope Film Festival.

1. We wish to renew the contract between The Governing Body of The City of Fairhope and the Fairhope Film Festival, a 501(c)3 in that the City of Fairhope will include the sum of \$10,000 in its 2018/2019 Budget. The Fairhope Film Festival brings sustained economic growth from the film industry and regional movie goers to the Alabama Gulf Coast area.
- \* 2. The Fairhope Film Festival requests the use of the Welcome Center on Section Street to use as our "box office" from Wednesday November 7<sup>th</sup> through Sunday, November 11<sup>th</sup> 2018.  
Official FFF Box Office hours: Wednesday 10:00-5 pm, Thursday 9:00 am-6 pm, Friday 9:00 - 6:00 pm; Saturday 10:00am to 5:00pm and Sunday 10:00am to 1:00pm. FFF certificate of Insurance is enclosed.
- \* 3. We request use of the City public area near the Fairhope Clock ~ adjacent to the flowerbed and near the NE corner of Fairhope Avenue and Section Street. The area will need to be large enough for a 10' x 10' informational tent with a couple of 6' tables underneath (same as last year).
- \* 4. Banners: We are requesting signage and additional publicity in city notifications from October 26, 2018 through November 11<sup>th</sup>, 2018. We request a minimum of 6 Pole Banners to be hung 14 days prior to & during Festival ~hung October 26<sup>th</sup> through the end of November 11<sup>th</sup> 2018.  
1<sup>st</sup> choice: N Section St. NW of Flower Clock; 2<sup>nd</sup> Volanta Ave. & N Section; 3<sup>rd</sup> Corner of Oak & N Section St (next to ESAC); 4<sup>th</sup> N Section at City Hall; 5<sup>th</sup> Morphy Ave & S Section St; 6<sup>th</sup> Fairhope Ave @ School St (near Coastal).

Let us know if we can better market the City of Fairhope for future Fairhope Film Festivals.

Thank you for your consideration of our requests.

Sincerely,

Mary M. Riser  
Executive Director

cc: Mayor Karen Wilson  
Jack Burrell, City Council

Created to bring the best in world cinematic culture to our region,  
to introduce our area as a viable location for the film industry,  
to encourage Alabama filmmakers, and to increase state and local economy.