



CITY OF FAIRHOPE

CITY COUNCIL PACKET FOR PRESS

DISCLAIMER

PLEASE TAKE NOTICE:

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

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

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

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

MONDAY, 28 JANUARY 2019 – 4:30 P.M. – COUNCIL CHAMBER

1. (a) Connection Fees and Expenses – Water Department – Richard Peterson
(b) Connection Requirements and Connection Fees – Sewer Department
2. Use of the North Side of the Triangle – Councilmember Brown
3. Green Space Ordinance – Wayne Dyess
4. Committee Updates
5. Department Head Updates/Grant Updates

Next Regular Meeting – Monday, February 11, 2019 - Same Time and Place

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

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

1. Inside the City of Fairhope city limits:

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

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

2. Outside the City of Fairhope city limits:

A multiplier of 1.5 shall be used to determine the fee for connections out of the City of Fairhope city limits using the fee calculated, based on meter size and any required installation fee determined in 1. above.

3. Irrigation:

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

4. Miscellaneous Fees and Charges:

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

B. Where a fire protection system requires an unmetered fire main/sprinkler system, the customer shall be responsible for all costs associated with the unmetered service, including a service tap on the main, with isolation valve and approved backflow prevention device at the edge of Right of Way or easement. A fire department connection shall be included on the discharge side of the backflow prevention device.

C. Where reduced pressure backflow devices are required, the customer shall be responsible for the installation and maintenance of such devices.

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

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

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

(b) Connection Fees and Expenses.

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

Meter Size	Capacity Asset Fee	ERC (Commercial)	Max ERC Multi-Family
¾"	\$ 1,500.00	1	1
1"	\$ 3,750.00	2.5	4
2"	\$ 11,250.00	7.5	28
3"	\$ 18,000.00	12	75
4"	\$ 27,000.00	18	125

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

For multi residential complexes, the Capacity Asset Fee shall not be less then either, 1.) The fee(s) stated above, or 2.) \$1,500.00 multiplied by 2/3 (Apartments or Condos) or ½ (Hotels or RV Parks) the number of units proposed.

(c) Additional Provisions

1. Outside the City of Fairhope city limits:

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

2. Connection Requirements:

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

3. Miscellaneous Fees and Charges:

Where sewer main extensions are required to serve a customer or a new development, the cost to provide the minimum needed sewer capacity, including all subsequent phases of the proposed project, will be the responsibility of the customer or developer. The City of Fairhope may elect to upgrade, or upsize, the minimum requirement to accommodate future growth potential at no additional cost to the customer or developer. Properties served from said upgrades, or where existing infrastructure has been provided by others, or installed after March 31, 2019, shall pay a Wastewater Access Fee, at the time of development, equal to \$35.00 per equivalent front foot of the property along the Right of Way from which the property is served. Equivalent front foot shall be equal to the frontage along the Right of Way from which service is provided or the square root of the area of the property, in feet, times \$35.00. When developments connect to an existing force main, the developer shall pay a Wastewater Access Fee equal to \$15.00 per equivalent front foot as defined above. A single-family residential connection (gravity or force main) shall be allowed on a single property with a maximum Wastewater Access Fee equal to a footage of 100 linear feet applied to an Access Fee of \$35.00 per linear foot. Subsequent subdivisions of such single-family properties will be required to pay the full Access Fee. The outside the city multiplier does not apply to any Wastewater Access Fee.

All proposed developments that require off site extensions for service shall participate in the cost of the off-site extensions, including the cost of any upgrades, at a minimum total cost equal to the Access Fee. The City may determine an economic limit to any amount of additional funding required between the total cost of the extension and the value of the Access Fee calculated for such off-site extensions, the balance of which would be added to the Access Fee charged to the developer.

Sec. 21-32. - Tap fees; connection expenses.

(a) There are hereby established tap fees for connection to city water mains as follows:

- (1) Inside city limits - ¾-inch connection to main \$1,500.00
- (2) Outside city limits - ¾-inch connection to main 1,800.00
- (3) Inside city limits - One-inch connection to main 1,800.00
- (4) Outside city limits - One-inch connection to main 2,100.00
- (5) Inside city limits - For connections greater than one inch, plus the city's actual cost of meter, materials, and labor 2,500.00
- (6) Outside city limits - For connections greater than one inch, plus the city's actual cost of meter, materials, and labor 2,800.00
- (7) Sprinkler meters for irrigation use only:
 - ¾-inch connection to existing service\550.00
 - One-inch connection to existing service\650.00

Half (½) of the tap fee shall be used for operating cost and half (½) shall be used for capital improvement to the water system only.

(b) Boring under roadway, where required, shall be at owner's expense and is not included in tap fee.

(c) Curb and sidewalk repair or replacement shall be performed by the city and the owner shall reimburse the city for its cost.

(d) Pavement cuts, where permitted, shall be performed by the owner, but backfill and repair shall be done by the city at no additional cost.

(e) If connection to main has to be done then the full connection fee shall be charged.

(Ord. No. 675, § 1, 5-25-81; Ord. No. 953, § 1, 1-10-94; Ord. No. 1196, 1-26-2004; Ord. No. 1217, 6-27-2004)

Sec. 21-52. - Same—Specifications; tap fees, connection expenses.

(a) The specifications for connecting with the sanitary sewer system of the city are as follows:

(1) All connections shall be made to existing house lines back of the curb or to a Y in the main line. The main line shall not be cut, except by special permission of the city.

(2) All pipe shall be vitrified clay, cast iron, cement asbestos, or plastic sewer pipe which shall cover only semirigid plastic pipe manufactured from a class of material known as copolymer of polystyrene compounded for high impact resistance, lightness and minimum elongation. This material is to be extruded in its true form and not adulterated by the addition or subtraction of any basic component. Such pipe shall have a crushing strength of not less than eight hundred (800) pounds per lineal foot in accordance with ASTM—C—4—55 of not less than four (4) inches inside diameter.

(3) All joints shall be filled with cement mortar and packed with jute filler to prevent infiltration.

(4) No line or connection shall be covered until inspected by the city and written acceptance thereof given, to be noted on original permit.

(5) Where required, sand traps, grease traps, and other protective devices shall be installed by the property owner, subject to the approval of the city.

(6) The city shall not be responsible for grades used on house line. It shall be the duty of the property owner to see that all lines are laid with sufficient fall to the main sewer to assure satisfactory operation.

(b) There are hereby established tap fees for connection to city sewer mains as follows:

(1) Inside the city limits:

a. 4-inch connection, per unit \$ 600.00

b. 6-inch connection, per unit 800.00

c. 8-inch connection, per unit 1,000.00

(2) Outside the city limits:

a. For single residential, per unit \$2,800.00

b. For duplexes, motels, hotels, condominiums, townhouses, planned unit developments and other multiple-residential arrangements, per unit 2,800.00

Each living unit within such structures must pay the full fee.

c. For commercial activities with water meter size up to one (1) inch, per unit 2,800.00

d. For commercial activities with water meter size over one (1) inch up to one and one-half (1½) inch, per unit 3,000.00

e. Commercial activities with water meters exceeding one and one-half (1½) inch in size are subject to a special quotation by the city council.

f. Restaurants or other commercial activities operated in connection with a motel, hotel or other such establishment will pay the applicable fee in "c," "d" or "e" above.

(3) Interpretations of the fees to apply for any entity shall be made by the city council.

(4) In the event of a change from a lower to a higher category, the difference in such fees must be paid.

(5) The fees herein outlined shall be effective as of the due adoption and publication of this section [May 2, 1983].

(6) All applications for sewer connections which have been approved by the city council previous to the adoption of these fees shall be permitted at the old fee, provided they are paid for and issued within the ninety (90) days specified on the applications. No time extensions for any reason shall be allowed where the old fees apply.

(c) Boring under roadway, where required, shall be at owner's expense and is not included in tap fee.

(d) Curb and sidewalk repair or replacement shall be performed by the city and the owner shall reimburse the city for its cost.

(e) Pavement cuts, where permitted, shall be performed by the owner, but backfill and repair shall be done by the city at no additional cost.

(f) There shall be no sewer connections without water service.

(g) There is hereby established a special banking account, to be entitled "Account for Replacements and Improvements," into which one-half (50%) of the above sewer connection fees outside the city limits will be deposited. This account, plus any earned interest, will be used for replacements and improvements of the City of Fairhope sewer system.

(h) It shall be an offense against the city for any person, firm or corporation to tap into city sewer mains without prior written authorization. Said offense to be punishable by a fine of not more than five hundred dollars (\$500.00) and not more than six (6) months' imprisonment, or both, at the discretion of the court. Each day the unauthorized connection shall remain shall constitute a separate offense punishable as stated herein.

(Code 1962, §§ 16-20, 16-21; Ord. No. 675, § 1, 5-25-81; Ord. No. 715, § 1, 4-28-83; Ord. No. 953, § 3, 1-10-94; Ord. No. 1411, § 1, 3-8-10)

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ORDINANCE 953, AND TO REPEAL
ORDINANCE NO. 675, ORDINANCE NO. 1196, AND ORDINANCE NO. 1217,
AN ORDINANCE TO AMEND CHAPTER 21, ARTICLE III, WATER,
REPLACING SECTION 21-32 CONNECTION FEES AND EXPENSES
FAIRHOPE CODE OF ORDINANCES**

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

ARTICLE III. WATER

Sec. 21-32 CONNECTION FEES AND EXPENSES:

(a) The City of Fairhope has established fees for metered connections to the water system based on an equivalent residential connection, ERC, using an average daily volume of 250 gallons. The total connection fee is a combination of costs that include a Capacity Asset Fee and an Installation Fee. The Capacity Asset Fee, for each new service, is to recover cost relating to the capital investment required to provide the source water (groundwater wells), treatment facilities and ground or elevated storage tanks and capital funding necessary to maintain said facilities. The fee will also provide capital funding for capacity improvement projects where growth or hydraulic capacity requirements to support needed fire flows are recommended.

(b) The Installation Fee, if required, is to recover the material and labor costs to install the service when an existing service to the property is not available. The Capacity Asset Fee and the Installation Fee are one-time fees to provide water service to a specific location and cannot be transferred to another site. Any water service upgrades to a location will be determined as the difference between the existing Capacity Asset Fee and the proposed Capacity Asset Fee. Installation upgrades will be based on the Installation Fee schedule for the Meter size of the requested upgrade.

(c) There are hereby established connection fees for new connections to city water service as follows:

1. Inside the City of Fairhope city limits:

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

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

2. Outside the City of Fairhope city limits:

A multiplier of 1.5 shall be used to determine the fee for connections out of the City of Fairhope city limits using the fee calculated, based on meter size and any required installation fee determined in 1. above.

Ordinance No. _____

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3. Irrigation:

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

4. Miscellaneous Fees and Charges:

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

B. Where a fire protection system requires an unmetered fire main/sprinkler system, the customer shall be responsible for all costs associated with the unmetered service, including a service tap on the main, with isolation valve and approved backflow prevention device at the edge of Right of Way or easement. A fire department connection shall be included on the discharge side of the backflow prevention device.

C. Where reduced pressure backflow devices are required, the customer shall be responsible for the installation and maintenance of such devices.

SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS THE 28TH DAY OF JANUARY, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 675

An Ordinance establishing fees for connection to the City's Water and Sewer Mains and repealing all previously established fees.

Be It Ordained by the City Council of the City of Fairhope, Alabama, as follows:

Section 1. There is hereby established tap fees for connection to City utility mains as follows:

Sewer
4" Connection to Main \$275.00
6" Connection to Main \$475.00
8" Connection to Main \$675.00

Water
3/4" Connection to Main \$300.00
For connections greater than
3/4", the fee shall be based
on City's actual cost of
meter, materials & labor.

Boring under roadway, where required, shall be at owners expense and is not included in Tap Fee.

Curb & Sidewalk repair or replacement shall be performed by the City and the owner shall reimburse the City's cost.

Pavement cuts, where permitted, shall be performed by the owner, but backfill and repair shall be done by the City at no additional cost.

Section 2. All ordinances in conflict herewith be and the same hereby are repealed.

Section 3. This Ordinance shall be come effective upon its due adoption and publication as required by law.

ADOPTED this 25th day of May, 1981.

Approved: *Don P. Hill*

Attest: *Evelyn P. Phillips*

City Clerk

Ord. No. 675 Published in EASTERN SHORE COURIER

on 5/28/81

E. Phillips
City Clerk

ORDINANCE NO: 1196

AN ORDINANCE AMENDING ORDINANCE NO. 953
TAP FEES/CONNECTION EXPENSES

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

ARTICLE III. WATER

AMEND - Sec. 21-32 Tap fees; connection expenses

(a) There hereby established tap fees for connection to city water mains as follows:

- (1) Inside city limits - 3/4 -inch connection to main.....\$1,500.00
- (2) Outside city limits - 3/4-inch connection to main.....\$1,800.00
- (3) Inside city limits - One-inch connection to main.....\$1,800.00
- (4) Outside city limits - One-inch connection to main.....\$2,100.00
- (5) Inside city limits - For connections greater than one inch,
plus the city's actual cost of meter, materials, and labor.....\$2,500.00
- (6) Outside city limits - For connections greater than one inch,
plus the city's actual cost of meter, materials, and labor....\$2,800.00

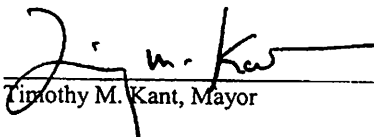
Half of the tap fee shall be used for operating cost and half shall be used for capital improvement to the Water System only.

(b), (c), (d) shall remain the same

This ordinance shall take effect February 1, 2004, and upon its due adoption and publication as required by law.

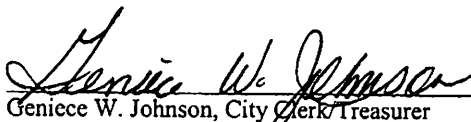
ADOPTED THIS THE 26th DAY OF January, 2004.

Ord. No. 1196 Published in
FAIRHOPE COURIER
on 1/23/04
A. Johnson City Clerk



Timothy M. Kant, Mayor

Attest:



Geniece W. Johnson, City Clerk/Treasurer

ORDINANCE NO: 1217

AN ORDINANCE AMENDING ORDINANCE NO. 1196
TAP FEES/CONNECTION EXPENSES

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

ARTICLE III. WATER

AMEND - Sec. 21-32 Tap fees; connection expenses

(a) There hereby established tap fees for connection to city water mains as follows:

- (1) Inside city limits - 3/4-inch connection to main.....\$1,500.00
- (2) Outside city limits - 3/4-inch connection to main.....\$1,800.00
- (3) Inside city limits - One-inch connection to main.....\$1,800.00
- (4) Outside city limits - One-inch connection to main.....\$2,100.00
- (5) Inside city limits - For connections greater than one inch,
plus the city's actual cost of meter, materials, and labor.....\$2,500.00
- (6) Outside city limits - For connections greater than one inch,
plus the city's actual cost of meter, materials, and labor.....\$2,800.00
- (7) Sprinkler meters for irrigation use only:
 - 3/4 inch connection to existing service \$550.00
 - One-inch connection to existing service \$650.00

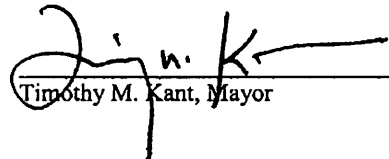
Half of the tap fee shall be used for operating cost and half shall be used for capital improvement to the Water System only.

(b), (c), (d) shall remain the same

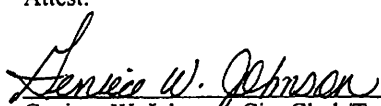
(e) If connection to main has to be done then the full connection fee shall be charged.

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

ADOPTED THIS THE 27th DAY OF ~~JUNE~~ ^{MAY}, 2004 .



Timothy M. Kant, Mayor

Attest:


Geniece W. Johnson, City Clerk/Treasurer

Ord. No. 1217 Published in
THE FAIRHOPE COURIER
on 6/15/04
W. Johnson City Clerk

ORDINANCE NO. _____

**AN ORDINANCE TO AMEND ORDINANCE 953, AND TO REPEAL
ORDINANCE NO. 675, ORDINANCE NO. 715, ORDINANCE NO. 1411,
AND ORDINANCE NO. 1422, AN ORDINANCE TO AMEND
CHAPTER 21, ARTICLE III, SEWER, REPLACING SECTION 21-52
CONNECTIONS REQUIREMENTS AND CONNECTION FEES,
FAIRHOPE CODE OF ORDINANCES**

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

ARTICLE IV. SEWERS*

Sec. 21-52 CONNECTION REQUIREMENTS AND CONNECTION

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

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

(b) Connection Fees and Expenses.

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

2. Inside the City of Fairhope city limits:

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

For multi residential complexes, the Capacity Asset Fee shall not be less than either, 1.) The fee(s) stated above, or 2.) \$1,500.00 multiplied by 2/3 (Apartments or Condos) or ½ (Hotels or RV Parks) the number of units proposed.

(c) Additional Provisions

1. Outside the City of Fairhope city limits:

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

2. Connection Requirements:

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

3. Miscellaneous Fees and Charges:

Where sewer main extensions are required to serve a customer or a new development, the cost to provide the minimum needed sewer capacity, including all subsequent phases of the proposed project, will be the responsibility of the customer or developer. The City of Fairhope may elect to upgrade, or upsize, the minimum requirement to accommodate future growth potential at no additional cost to the customer or developer. Properties served from said upgrades, or where existing infrastructure has been provided by others, or installed after March 31, 2019, shall pay a Wastewater Access Fee, at the time of development, equal to \$35.00 per equivalent front foot of the property along the Right of Way from which the property is served. Equivalent front foot shall be equal to the frontage along the Right of Way from which service is provided or the square root of the area of the property, in feet, times \$35.00. When developments connect to an existing force main, the developer shall pay a Wastewater Access Fee equal to \$15.00 per equivalent front foot as defined above. A single-family residential connection (gravity or force main) shall be allowed on a single property with a maximum Wastewater Access Fee equal to a footage of 100 linear feet applied to an Access Fee of \$35.00 per linear foot. Subsequent subdivisions of such single-family properties will be required to pay the full Access Fee. The outside the city multiplier does not apply to any Wastewater Access Fee.

All proposed developments that require off site extensions for service shall participate in the cost of the off-site extensions, including the cost of any upgrades, at a minimum total cost equal to the Access Fee. The City may determine an economic limit to any amount of additional funding required between the total cost of the extension and the value of the Access Fee calculated for such off-site extensions, the balance of which would be added to the Access Fee charged to the developer.

SEVERABILITY

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

EFFECTIVE DATE

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

ADOPTED THIS THE 28TH DAY OF JANUARY, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

ORDINANCE NO. 625

An Ordinance establishing fees for connection to the City's Water and Sewer Mains and repealing all previously established fees.

Be It Ordained by the City Council of the City of Fairhope, Alabama, as follows:

Section 1. There is hereby established tap fees for connection to City utility mains as follows:

Sewer		
4"	Connection to Main	\$275.00
6"	Connection to Main	\$475.00
8"	Connection to Main	\$675.00

Water

3/4"	Connection to Main	\$300.00
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For connections greater than 3/4", the fee shall be based on City's actual cost of meter, materials & labor.

Boring under roadway, where required, shall be at owners expense and is not included in Tap Fee.

Curb & Sidewalk repair or replacement shall be performed by the City and the owner shall reimburse the City's cost.

Pavement cuts, where permitted, shall be performed by the owner, but backfill and repair shall be done by the City at no additional cost.

Section 2. All ordinances in conflict herewith be and the same hereby are repealed.

Section 3. This Ordinance shall be come effective upon its due adoption and publication as required by law.

ADOPTED this 25th day of May, 1981.

Approved: *James P. Nix*

Attest: *Evelyn P. Phillips*
City Clerk

Ord. No. 625 Published in EASTERN SHORE COURIER

on 5/28/81

E. Phillips City Clerk

ORDINANCE NO. 715

AN ORDINANCE TO ESTABLISH TAP FEES FOR SEWER CONNECTIONS OUTSIDE THE CITY LIMITS; ESTABLISH RATES; AND MAKE OTHER AMENDMENTS AND ADDITIONS TO SECTIONS 21-52 and 21-54 OF THE CITY OF FAIRHOPE CODE OF ORDINANCES.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF FAIRHOPE:

Section One. That Section 21-52 (b) shall be amended to read as follows:

(b) There is hereby established tap fees for connection to city sewer mains as follows:

1. Inside the City Limits:
 - (a) 4" connection \$275.00 per unit
 - (b) 6" connection \$475.00 per unit
 - (c) 8" connection \$675.00 per unit
2. Outside the City Limits:
 - (a) \$2,000.00 per unit for single residential.
 - (b) \$2,000.00 per unit for duplexes, motels, hotels, condominiums, townhouses, planned unit developments and other multiple residential arrangements. Each living unit within such structures must pay the full fee.
 - (c) \$2,500.00 per unit for commercial activities with water meter size up to 1 inch.
 - (d) \$3,000.00 per unit for commercial activities with water meter size over 1 inch up to 1-1/2 inch.
 - (e) Commercial activities with water meters exceeding 1-1/2 inch in size are subject to a special quotation by the City Council.
 - (f) Restaurants or other commercial activities operated in connection with a motel, hotel or other such establishment will pay the applicable fee in "c", "d", or "e" above.
3. Interpretations of the fees to apply for any entity shall be made by the City Council.
4. In the event of a change from a lower to a higher category, the difference in such fees must be paid.
5. The fees herein outlined shall be effective as of the due adoption and publication of this Ordinance.
6. All applications for sewer connections which have been approved by the City Council previous to the adoption of these fees shall be permitted at the old fee provided they are paid for and issued within the 90 days specified on the applications. No time extensions for any reason shall be allowed where the old fees apply.

(Sub-paragraphs (c), (d), and (e) of Sect. 21-52 remain as codified.)

- (f) There shall be no sewer connections without water service.
- (g) There is hereby established a special banking account, to be entitled "Account for Replacements & Improvements", into which one-half (50%) of the above sewer connection fees outside the city limits will be deposited. This account, plus any earned interest, will be used for replacements and improvements of the City of Fairhope sewer system.
- (h) It shall be an offense against the City for any person, firm or corporation to tap into City sewer mains without prior written authorization. Said offense to be punishable by a fine of not more than \$500.00 and not more than 6 months imprisonment, or both, at the discretion of the Court. Each day the unauthorized connection shall remain shall constitute a separate offense punishable as stated herein.

Section Two. That Section 21-54 (b) shall be amended to read as follows:

(b) Outside city: The following sewer rates are to be charged for out-of-city service:

1. RESIDENTIAL

- (a) 0 - 4,000 gallons \$6.76 minimum
- (b) All over 4,000 gallons 100% of Water Bill

2. COMMERCIAL

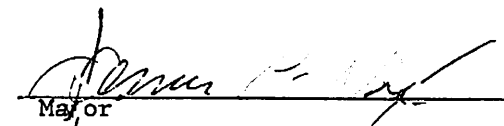
- (a) First 1000 to 4000 Gal at \$1.23 Charges 4.92
- (b) Next 4M (6M) 10M Gal at 1.20 " 7.20
- (c) Next 10M (15M) 25M Gal at 1.18 " 17.63
- (d) Next 25M (475M) 500M Gal at 1.14 " 540.31
- (e) Next 500M (500M) 1000M Gal at 1.10 " 550.00
- (f) Next 1000M (1000M) 2000M Gal at 1.01 " 1010.00
- (g) Next 2000M (1000M) 3000M Gal at 0.62 " 620.00
- (h) Next 3000M (3000M) 6000M Gal at 0.56 " 1680.00
- (i) All over at 0.50

Section Three. That if any part of this Ordinance shall be ruled unconstitutional or void by a court of competent jurisdiction, then all other parts or sections herein shall remain in full force and effect.

Section Four. That all ordinances in conflict herewith be and the same are hereby repealed.

Section Five. That this ordinance shall take effect immediately upon its due adoption and publication as required by law.

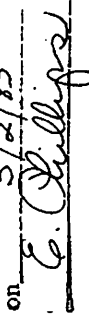
ADOPTED THIS 28 DAY OF April, 1983.



Mayor



City Clerk

Ord. No. 715 Published in EASTERN SHORE COURIER
on 5/2/83


City Clerk

ORDINANCE NO.: 1411

**AN ORDINANCE AMENDING ORDINANCE NO. 715
AND ORDINANCE NO. 1383, AN ORDINANCE TO AMEND AND ADD TO
CHAPTER 21, ARTICLE IV, SEWERS, SECTIONS 21-52 AND 21-54
FAIRHOPE CODE OF ORDINANCES.**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21, Article IV, Sections 21-52 (b) (2) a., b., c., and d. and 21-54, are hereby amended to reflect the following changes and additions:

Article IV. SEWERS

Section 21-52. Same—Specifications; tap fees, connection expenses.

Amend the following:

2. Outside the City Limits:

- (a) For single residential, per unit . . . \$2,800.00
- (b) For duplexes, motels, hotels, condominiums, townhouses, planned unit developments and other multiple-residential arrangements, per unit . . . \$2,800.00
- (c) For commercial activities with water meter size up to one (1) inch, per unit . . . \$2,800.00
- (d) For commercial activities with water meter size over one (1) inch up to one and one-half (1 1/2) inch, per unit . . . \$3,000.00

The Balance of Section 21-52 remains as written and codified.

Section 21-54. Rate—schedule.

Add the following:

Sewer fees for service in residential homes shall be established as follows:

- (a) If the City of Fairhope pays for the installation specified in Section 21-52, sewer fees are \$54.50 per month. This special rate only applies to existing homes and subdivisions. This rate is subject to change when other rates are adjusted. The warranty for this installation shall be through the plumber and/or manufacturer.

The Balance of Section 21-54 remains as written and codified.

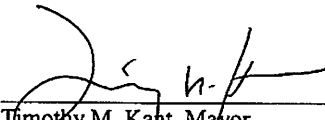
Ordinance No. 1411

Page - 2 -

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

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

ADOPTED THIS THE 8TH DAY OF MARCH, 2010



Timothy M. Kaht, Mayor

ATTEST:



Lisa A. Hanks, City Clerk

Ord. No. 1411 Published in
THE FAIRHOPE COURIER
on Thursday March 20, 2010
Hanks City Clerk

ORDINANCE NO.: 1422

**AN ORDINANCE AMENDING ORDINANCE NO. 1411,
AN ORDINANCE TO AMEND CHAPTER 21,
ARTICLE IV, SEWERS, SECTION 21-54
FAIRHOPE CODE OF ORDINANCES.**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21,
Article IV, 21-54, is hereby amended to reflect the following changes:

Article IV. SEWERS

Section 21-54. Rate—schedule.

DELETE THE FOLLOWING:

Sewer fees for service in residential homes shall be established as follows:

- (a) If the City of Fairhope pays for the installation specified in Section 21-52, sewer fees are \$54.50 per month. This special rate only applies to existing homes and subdivisions. This rate is subject to change when other rates are adjusted. The warranty for this installation shall be through the plumber and/or manufacturer.

The Balance of Section 21-54 remains as written and codified.

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

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

ADOPTED THIS THE 10TH DAY OF MAY, 2010

Timothy M. Kant, Mayor

ATTEST:

Lisa A. Hanks, City Clerk

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 28 JANUARY 2019 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 14 January 2019 Regular City Council Meeting, minutes of 14 January 2019 Work Session, and minutes of 14 January 2019 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – Annexation – The property of A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership, to be known as North Hills at Fairhope, generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. 46-02-03-0-000-004.000 and 46-02-03-0-000-002.000 (Portion of); and to zone as R-1 Low Density Single-Family Residential District. (Introduced at the January 14, 2019 City Council Meeting) **(Owner has requested to holdover Petition for Annexation temporarily from Council consideration)**
6. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253. Request to zone the property of A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership to R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property is generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. PPIN #98367. The property to be known as part of North Hills at Fairhope. (Introduced at the January 14, 2019 City Council Meeting) **(Owner has requested to holdover Zoning Request and Petition for Annexation temporarily from Council consideration)**
7. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253. Request to zone the property of Billie, LLC to R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property is generally located on the south side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. PPIN #62466. (Introduced at the January 14, 2019 City Council Meeting) **(Owners have requested to withdraw Zoning Request and Petition for Annexation from further consideration by the City Council)**
8. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253. Request to zone the property of The Bills’ No. 2, LLC to R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property is generally located on the west side of Lawrence Road approximately 1/4 mile north of Gayfer Avenue, Fairhope, Alabama. PPIN #369809 and 369810. (Introduced at the January 14, 2019 City Council Meeting)

9. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253.
Request to rezone the property of Eva M. Raley from R-1 Low Density Single Family Residential District to B-2 General Business District. This property is generally located at 814 N. Greeno Road, Fairhope, Alabama. PPIN #43891. (Introduced at the January 14, 2019 City Council Meeting)
10. **Final Adoption** – An Ordinance amending Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance regarding Section IV. Wage and Salary Administration: 4.03 Employee Pay Rates; more specifically City Building Inspector Certifications. (Introduced at the January 14, 2019 City Council Meeting)
11. Ordinance – An Ordinance to declare that certain real property (451 Pecan Avenue property) of the City of Fairhope is not needed for public or municipal purposes in response to an offer to lease property from February 8, 2019 through March 6, 2019.
12. Resolution – That the City Council authorizes Mayor Karin Wilson to execute a Real Estate Purchase and Sale Agreement between the City of Fairhope and The Utilities Board of the City of Foley d/b/a Riviera Utilities, that certain real property and improvements located at the northwest corner of Nichols Avenue and Young Street, Fairhope, Alabama for the negotiated purchase price of \$50,000.00.
13. Resolution – Authorizing Mayor Wilson to appoint Special Prosecutors.
14. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contract for Final Extension of Bid No. 010-17, Sludge Removal Services for the Waste Water Treatment Plant, with Green South Solutions, LLC for an additional one year, as per the terms and conditions of the original contract. The cost is \$85.00 per cubic yard for an annual estimated cost of \$505,000.00 based on FY2017.
15. Resolution – That the City of Fairhope has voted to procure 45 Computers and 10 Monitors for the Police Department; and the equipment is available for direct procurement through the National Intergovernmental Purchasing Alliance (“National IPA”) [Contract No. 2018011-2)]; and therefore, does not have to be let out for bid. This has been nationally bid through the National IPA’s bid process. The total cost is \$29,641.40.
16. Resolution – To purchase 13 Handheld Radios and 3 In-Car Mobile Radios for the Police Department, and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid, with total cost of \$64,997.34.
17. Resolution – That the City Council approves to fund the IT Technician position and to amend the budget for same.
18. Resolution – That the City Council hereby amends Resolution No. 3189-18 and authorizes the Mayor to enter into a lease agreement for the Golf Course Mower and Utility Vehicles and to execute a contact with a third-party lessor Wells Fargo.

19. Resolution – That the City Council hereby authorizes the entire remaining balance of the City’s General Fund debt be paid with funds contained in the General Fund Debt Pre-Payment Account; and, That the City Council hereby authorizes for one-time, beginning February 1, 2019 and ending September 30, 2019, that the Sales and Use Tax revenue, which is defined by City of Fairhope ordinance restricted to the General Fund Debt Pre-payment account, be diverted up to the amount of \$1,143,500 (One Million One Hundred Forty-Three Thousand Five Hundred Dollars) to the Capital Projects Fund for the FY 2018 – 2019 budget year; and that for the remainder of the FY 2018-2019 budget year, any amount collected after February 1, 2019, in excess of \$1,143,500 (One Million One Hundred Forty-Three Thousand Five Hundred Dollars) is to be diverted to the General Fund Operating Account.
20. Site Plan Review and Approval – Request of John Bethea, on behalf of John Bethea, LLC, for approval of a Modification to an approved Site Plan of Founders Square (Case No. SR 06.05) – Phase I and Phase II are complete. The modification is for Phase III which will consist of 5 lots with 4 of the lots having 1 building each with 1 residential unit, 1 commercial unit, and 2 parking places. The fifth lot was used for common area to access the other phases from Section Street – located on the west side of South Section Street approximately 400’ north of the intersection of Morphy Avenue and Section Street; and approved contingent upon conditions recommended by the Planning Commission.
21. Resolution – That the City Council authorizes Mayor Karin Wilson to execute a License Agreement between the City of Fairhope and Bethea, LLC to occupy and use the sidewalk on Section Street which adjoining and contiguous to the property of 76 Section Street, Fairhope, Alabama Lots 1 and 2. The property may be occupied and used solely for second-story balconies extending over the aforementioned sidewalks during the period beginning January 28, 2019. One of the Planning Commission’s recommendation was for the City to execute a Hold Harmless agreement which is found Section Six of said agreement.
22. Mystic Mutts of Revelry Pet Parade – approval of parade route, street closures, barricades as necessary to provide safety of participants and parade watchers; and close the streets at 2:00 p.m. until.
23. Appointments – Historic Preservation Committee
24. Public Participation – (3 minutes maximum)
25. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, January 28, 2019 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, January 28, 2019 – Council Chambers**

Next Regular Meeting – Monday, February 11, 2019 - Same Time and Place

STATE OF ALABAMA)
 :
COUNTY OF BALDWIN)

The City Council, City of Fairhope, met in regular session at 6:00 p.m., Fairhope Municipal Complex Council Chamber, 161 North Section Street, Fairhope, Alabama 36532, on Monday, 14 January 2019.

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

There being a quorum present, Council President Burrell called the meeting to order at 6:02 p.m. The invocation was given by Reverend A. B. Sawyer, Associate Pastor of First Baptist Church, and the Pledge of Allegiance was recited.

Council President Burrell stated there was a need to add on three agenda items after Agenda Item Number 27 and one agenda item after Agenda Item Number 28: an Executive Session and a resolution that the City Council authorizes the Public Works Department to acquire quotes for windows at Quail Creek Clubhouse on the backside, under the patio roofline, that were not previously replaced; and bring back to the City Council for purchase approval and for budgetary purposes.

Councilmember Boone moved to add on the above-mentioned items not on the printed agenda. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Robinson moved to approve minutes of the 20 December 2018, regular meeting; minutes of the 20 December 2018, work session; and minutes of the 20 December 2018, agenda meeting. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council regarding the following items:

- 1) State School Report Cards are out and all of the Fairhope schools received and "A" leading the way in education;
- 2) Water tank contractor contacted all cell phone companies to place equipment on tank.
- 3) Thursday, January 24, 2019 from 5:00 p.m. to 7:00 p.m. will be the State of the City Expo. She said we will unveil the five minute documentary on resilience in Fairhope.
- 4) Presented a National Mentoring Month Proclamation for the month of January.
- 5) Rotary Youth Club has a mentoring program.

14 January 2019

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

- 1) Jim Peck, 413 Azalea, addressed the City Council regarding Agenda Item Number 15: a resolution that Mayor Karin Wilson is hereby authorized to execute an Intergovernmental Funding Agreement between the City of Fairhope and the Baldwin County Commission regarding a Roundabout at County Road 13 and County Road 44. He mentioned an accident at the intersection and said he was in favor of the roundabout.
- 2) Don Evans for 3PLAY, LLC, addressed the City Council regarding Agenda Item Number 16: a resolution that the City of Fairhope hereby terminates the three-year contract titled Point to Point Connection from the Fairhope Police Department to Fairhope Docks, between the City of Fairhope and 3PLAY, LLC/3PLAi, LLC. Mr. Evans stated the bid was for high speed internet for Fairhope; and the bid was for fiber connection. He said his business is located at 402 Volanta and has requested meetings to get this worked out. Mr. Evans asked the City Council to delay the vote on cancelling the contract.

Councilmember Robinson told everyone welcome back from the holiday season. He commented on the school grades and said it is a remarkable achievement; and he is grateful for teachers and administrators.

Councilmember Conyers stated he filled in for the Mayor at the Dogwood Trails Pageant. He mentioned two won from Fairhope and commented these are talented individuals.

Councilmember Brown stated Baldwin County received a “B” and Fairhope schools received “A’s.” He said this was achieved with the support from the City.

Councilmember Boone told everyone he hoped everyone had a Happy Holiday and then said Happy New Year.

Council President Burrell said we have extended the purchase agreement with the Baldwin County Board of Education. He said with the Government shutdown the grant may be delayed. Council President Burrell said he participated in the first annual .5K for the Rotary Youth Club.

Councilmember Conyers introduced in writing an ordinance to annex the property of A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership, to be known as North Hills at Fairhope, generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. 46-02-03-0-000-004.000 and 46-02-03-0-000-002.000 (Portion of); and to zone as R-1 Low Density Single-Family Residential District. Due to lack of a motion for immediate consideration, this ordinance will layover until the January 28, 2019 City Council meeting.

14 January 2019

Council President Burrell stated there was a need to amend the ordinance due to a typo of the name. City Clerk Lisa Hanks stated that the reason for the amendment is due to the publication of the ordinance with the name being incorrect and the need to amend the ordinance to correct the name as written in the deed.

Councilmember Boone moved to amend the proposed ordinance to zone the property of A. I. Corte, III by changing the name from A. I. Corte, III to A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership. Seconded by Councilmember Conyers, motion passed unanimously by voice.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Boone introduced in writing an ordinance to zone the property of A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership to R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property is generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. PPIN #98367. The property to be known as part of North Hills at Fairhope. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance.

Council President Burrell opened the Public Hearing at 6:30 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:31p.m. Due to lack of a motion for immediate consideration, this ordinance will layover until the January 28, 2019 City Council meeting.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Boone introduced in writing an ordinance to zone the property of Billie, LLC to R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property is generally located on the south side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama. PPIN #62466. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planning Technician Mike Jefferies briefly explained the proposed ordinance.

Council President Burrell opened the Public Hearing at 6:34 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:35 p.m. Due to lack of a motion for immediate consideration, this ordinance will layover until the January 28, 2019 City Council meeting.

14 January 2019

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Conyers introduced in writing an ordinance to zone the property of The Bills' No. 2, LLC to R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property is generally located on the west side of Lawrence Road approximately 1/4 mile north of Gayfer Avenue, Fairhope, Alabama. PPIN #369809 and 369810. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance.

Council President Burrell opened the Public Hearing at 6:41 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:41 p.m. Due to lack of a motion for immediate consideration, this ordinance will layover until the January 28, 2019 City Council meeting.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Boone introduced in writing an ordinance to rezone the property of Eva M. Raley from R-1 Low Density Single Family Residential District to B-2 General Business District. This property is generally located at 814 N. Greeno Road, Fairhope, Alabama. PPIN #43891. The Planning Commission gave a favorable recommendation of this ordinance. Council President Burrell read the proposed ordinance.

Planning Director Wayne Dyess briefly explained the proposed ordinance.

Council President Burrell opened the Public Hearing at 6:46 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:47 p.m. Due to lack of a motion for immediate consideration, this ordinance will layover until the January 28, 2019 City Council meeting.

Councilmember Robinson introduced in writing an ordinance amending Ordinance No. 1510 known as the Personnel Rules, Policies and Procedures Ordinance regarding Section IV. Wage and Salary Administration: 4.03 Employee Pay Rates; more specifically City Building Inspector Certifications. Due to lack of a motion for immediate consideration, this ordinance will layover until the January 28, 2019 City Council meeting.

Councilmember Boone moved to approve the 2019 Regular City Council meetings. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

14 January 2019

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution setting a Public Hearing for the Consideration of the adoption of New Building, Mechanical, Plumbing, Fuel and Gas, Fire and Electric Codes to be held February 25, 2019. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3284-19

**A RESOLUTION OF THE FAIRHOPE CITY COUNCIL
TO SET A PUBLIC HEARING FOR THE CONSIDERATION
OF THE ADOPTION OF NEW BUILDING, MECHANICAL,
PLUMBING, FUEL AND GAS, FIRE AND ELECTRIC CODES**

WHEREAS, the City of Fairhope, Alabama (the “City”) is considering the adoption of new technical codes relating to building, mechanical, plumbing, fuel and gas, fire and electrical matters;

WHEREAS, the specific codes that the City is considering for adoption are as follows (the “Proposed Codes”):

- (1) 2018 International Code Council International Residential Code (IRC)
- (2) 2018 International Code Council International Building Code (IBC)
- (3) 2018 International Code Council International Mechanical Code (IMC)
- (4) 2018 International Code Council International Plumbing Code (IPC)
- (5) 2018 International Code Council International Fuel and Gas Code (IFGC)
- (6) 2018 International Code Council International Fire Code (IFC)
- (7) 2018 International Code Council International Existing Building Code (IEBC)
- (8) 2018 International Code Council International Energy Conservation Code (IECC) (for other than one and two family dwellings)
- (9) 2018 International Code Council International Swimming Pool and Spa Code (ISPSC)
- (10) 2017 National Fire Protection Association 70, National Electric Code (NEC)
- (11) City of Fairhope Construction Code Supplement with all additions, deletions and amendments for all adopted codes and City specific requirements
- (12) All applicable codes and standards as referenced in the International Code Series above;

14 January 2019

- (13) Alabama Energy and Residential Code as published and updated by the Alabama Department of Economic and Community Affairs (ADECA) (for one and two family dwellings)
- (14) Public Rights of Way Accessibility Guidelines (PROWAG)

WHEREAS, § 11-45-8(c) of the Alabama Code (1975) provides that the Proposed Codes may be adopted by reference and without setting them out at length; and

WHEREAS, § 11-45-8(c) of the Alabama Code (1975) requires that, in order to adopt the Proposed Codes by reference, the Fairhope City Council (the "City Council") must hold a public hearing and file copies of the Proposed Codes with the Clerk of the City for review and inspection by the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council that a public hearing to consider the adoption of the Proposed Codes be set and held during a regular meeting of the City Council on February 25, 2019, which meeting will begin at 6:00 p.m. and will take place in the City Council Chamber located at 161 North Section Street in the City.

BE IT FURTHER RESOLVED that Erik Cortinas, Building Official for the City, be instructed to place on file with the City Clerk's office, on or before January 21, 2019, no less than three (3) copies of the Proposed Codes to permit use and examination of same by the public.

BE IT FURTHER RESOLVED that this resolution be published once a week for two (2) successive weeks, with the second of such publications occurring at least fifteen (15) days prior to the public hearing on February 25, 2019, in the Fairhope Courier.

ADOPTED this 14th day of January, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the Marina Manager is hereby authorized to purchase marina fuel (marine grade gas and diesel), as needed, to sell at Fairhope Docks and to establish the selling price of fuel based on the greater of: 1) the approved formula, or 2) five cents (\$.05) lower than the retail price for fuel of nearest competitive marina in the Mobile Bay area; and hereby repeals and replaces Resolution No. 3079-18 which was adopted on May 29, 2018. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

14 January 2019

RESOLUTION NO. 3285-19

WHEREAS, the City of Fairhope owns and operates Fairhope Docks and will be selling marina fuel; and

WHEREAS, the City of Fairhope desires to authorize the Marina Manager to purchase marina fuel, as needed, to sell at Fairhope Docks and to establish the selling price of fuel based on an approved formula; and

WHEREAS, the Marina Manager will report said fuel prices to the City Council in writing; i.e. e-mail or memo.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Marina Manager is hereby authorized to purchase marina fuel (gas and diesel), as needed, to sell at Fairhope Docks and to establish the selling price of fuel based on the greater of: 1) the approved formula, OR 2) five cents (\$.05) lower than the retail price for fuel of nearest competitive marina in the Mobile Bay area.”

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, hereby repeals and replaces Resolution No. 3079-18 which was adopted on May 29, 2018.

Adopted this the 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing and consenting to the transfer of ownership, maintenance, and responsibility for portions of Kirkman Lane, Kirkman Lane North, and Taylor Street in the City of Fairhope from Baldwin County. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

14 January 2019

RESOLUTION NO. 3286-19

AUTHORIZING AND CONSENTING TO THE TRANSFER OF OWNERSHIP, MAINTENANCE, AND RESPONSIBILITY FOR PORTIONS OF KIRKMAN LANE, KIRKMAN LANE NORTH, AND TAYLOR STREET IN THE CITY OF FAIRHOPE

WHEREAS, Kirkman Lane from Marietta Drive to approximately 396 feet east of Marietta Drive; Kirkman Lane North from Kirkman Lane to approximately 201 feet north of Kirkman Lane; and Taylor Street from Main Street to End of Maintenance, are roads or road segments inside the corporate limits of the City of Fairhope and collectively described herein as “the Fairhope Roads”; and

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

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

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

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

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

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

Section 3. Baldwin County has agreed to resurface (one time) that portion of the Fairhope Roads with a minimum 1 and ½ inch overlay, and that City’s obligations under Section 1 shall not commence until the completion of said project and transfer of right-of-way by County.

14 January 2019

Section 4. Based on the condition and use of that portion of the Fairhope Roads, in accordance with Ala. Code Section 11-49-80 and 81 (1975), the County and the City of Fairhope agree that the County shall not be required to pay any sum or sums for being relieved of the burden of the ownership, control, management, supervision, repair, maintenance and improvement of the Fairhope Roads.

Section 5. If any part, section or subdivision of this Resolution shall be held to be illegal, invalid or unenforceable for any reason, such holding shall not be held or construed to invalidate or impair the remaining provisions of this Resolution which shall continue in full force and effect notwithstanding such holding.

Adopted and approved this 14th day of January, 2019.

CITY OF FAIRHOPE

BY: _____ /
Karin Wilson /Date
Mayor

ATTEST:

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

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Karin Wilson is hereby authorized to execute an Intergovernmental Funding Agreement between the City of Fairhope and the Baldwin County Commission regarding a Roundabout at County Road 13 and County Road 44; the City will provide intersection lighting for the project at the City's expense and pay for any required costs associated with beautification upgrades to the Project (including, but not limited to, irrigation for islands, concrete staining, and concrete stamping). Seconded by Councilmember Brown, motion passed unanimously by voice vote.

14 January 2019

RESOLUTION NO. 3287-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Karin Wilson is hereby authorized to execute an Intergovernmental Funding Agreement between the City of Fairhope and the Baldwin County Commission regarding a Roundabout at County Road 13 and County Road 44; the City will provide intersection lighting for the project at the City's expense and pay for any required costs associated with beautification upgrades to the Project (including, but not limited to, irrigation for islands, concrete staining, and concrete stamping).

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Council President Burrell asked Mayor Wilson to reach out to COPA for artwork for the roundabouts. Mayor Wilson replied she and Sherry-Lea Botop have already.

Council President Burrell commented the City Attorney McDowell has requested that Agenda Item Number 16 be tabled.

Councilmember Boone moved to table Agenda Item Number 16: a resolution that the City of Fairhope hereby terminates the three-year contract titled Point to Point Connection from the Fairhope Police Department to Fairhope Docks, between the City of Fairhope and 3PLAY, LLC/3PLAi, LLC due to the following contract clauses: 8.a Termination for Default and 8.b Termination for Convenience. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of Neptune Water Meters for the Water Department from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The number of units is 200 – 3/4-inch Meters at \$175.00 per unit and 12 – 1-inch Meters at \$275.00 per unit with a cost not to exceed \$38,300.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 January 2019

RESOLUTION NO. 3288-19

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

[1] That the City of Fairhope approves the procurement of Neptune Water Meters for the Water Department from Consolidated Pipe & Supply Co., Inc. as Sole Source Provider in the State of Alabama for Neptune Technology Group, Inc. The number of units is 200 – 3/4-inch Meters at \$175.00 per unit and 12 – 1-inch Meters at \$275.00 per unit with a cost not to exceed \$38,300.00.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Fifty-One (51) pairs of Globe Supreme Leather Fire Fighter Boots the Fairhope Volunteer Fire Department and the boots are available for direct procurement through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the H-GAC's bid process. The total cost is \$21,165.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 3289-19

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

[1] That the City of Fairhope has voted to purchase Fifty-One (51) pairs of Globe Supreme Leather Fire Fighter Boots the Fairhope Volunteer Fire Department and the boots are available for direct procurement through the Houston-Galveston Area Council (H-GAC) Purchasing Cooperative Contract; and therefore, does not have to be let out for bid. This has been nationally bid through the H-GAC's bid process. The total cost is \$21,165.00.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

14 January 2019

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Single-Phase Pad Mount Transformers for the Electric Department: 6 each 25KVA and 6 each 50 KVA; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$21,648.00. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3290-19

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

[1] That the City of Fairhope has voted to purchase Single-Phase Pad Mount Transformers for the Electric Department: 6 each 25KVA and 6 each 50 KVA; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$21,648.00.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure a John Deere Infield Drag Machine for the Recreation Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract [Contract No. 062117-DAC (PG NB CG70)]; and therefore, does not have to be let out for bid. The cost will be \$16,896.32. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

14 January 2019

RESOLUTION NO. 3291-19

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

[1] That the City of Fairhope has voted to procure a John Deere Infield Drag Machine for the Recreation Department; and the equipment is available for direct procurement through the National Joint Powers Alliance contract [Contract No. 062117-DAC (PG NB CG70)]; and therefore, does not have to be let out for bid. The cost will be \$16,896.32.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Six (6) Motorola Portable Radios; APX6000 7/800 mhz1.5 for the IT Department and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid, with a total cost of \$22,252.50. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

RESOLUTION NO. 3292-19

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

[1] That the City of Fairhope has voted to purchase Six (6) Motorola Portable Radios; APX6000 7/800 mhz1.5 for the IT Department (to be used throughout the City during emergency/disaster periods); and the type of equipment needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

[2] The following is the Alabama State Department of Purchasing contract information: Mounted Radios with a cost of \$22,252.50.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

14 January 2019

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to rebuild and refurbish the First Responder E-One Rescue Truck for the Fairhope Volunteer Fire Department from Sunbelt Fire, Inc., as Sole Source Distributor and Service Provider for E-One products for our region; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total cost will be \$182,948.43. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3293-19

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

[1] That the City of Fairhope has voted to rebuild and refurbish the First Responder E-One Rescue Truck for the Fairhope Volunteer Fire Department from Sunbelt Fire, Inc., as Sole Source Distributor and Service Provider for E-One products for our region; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total cost will be \$182,948.43.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase the SCADA Systems Communications Plan through Verizon for the Utilities; and the Plan needed is available for direct procurement through the General Services Administration (GSA) Federal Supply Schedule Contract (GS-35F-0119P); and therefore, does not have to be let out for bid. This has been nationally bid through the GSA bid process. The annual cost is \$19,920.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

14 January 2019

RESOLUTION NO. 3294-19

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

[1] That the City of Fairhope has voted to purchase the SCADA Systems Communications Plan through Verizon for the Utilities; and the Plan needed is available for direct procurement through the General Services Administration (GSA) Federal Supply Schedule Contract (GS-35F-0119P); and therefore, does not have to be let out for bid. This has been nationally bid through the GSA bid process. The annual cost is \$19,920.00.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to approve the procurement of the FY2019 Annual Flower Plantings for the Public Works Department in the amount of \$128,972.44. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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*

*

14 January 2019

RESOLUTION NO. 3295-19

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

[1] That the City of Fairhope approves the procurement of the FY2019 Annual Flower Plantings for the Public Works Department. The total cost is \$128,972.44.

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

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution to award RFQ (Request for Quotes) for Tent Rentals for New Year's Eve 2018 to Blue Rents, Inc. with a total proposal of \$10,535.14. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

*

*

14 January 2019

RESOLUTION NO. 3296-19

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

[1] That the City of Fairhope did request and receive RFQs for Tent Rentals for New Years Eve 2018 at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place; an informal quote was obtained from one vendor, a “no quote: from one vendor, and no response by two vendors.

[4] After reviewing all options available, Blue Rents, Inc., is now awarded Tent Rentals for New Years Eve 2018 in the amount of \$10,535.14 with rental costs passed on to participants.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City Council reviewed an application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by The Protestant Episcopal Church in the Diocese of the Central Gulf Coast, Inc. d/b/a St. James Episcopal Church for the Annual Diocesan Convention on February 25, 2019 from 6:30 p.m. to 10:00 p.m. at the James P. Nix Center located at 1 Bayou Drive, Fairhope, AL 36532. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

City Council reviewed an application for a Non-Profit Tax-Exempt License (Alcoholic Beverage License) by The Friends of the Fairhope Public Library for the Chocolate and Champagne Gala 2019 on Saturday, February 16, 2019 from 6:30 p.m. to 9:00 p.m. at the Fairhope Public Library located at 501 Fairhope Avenue, Fairhope, AL 36532. Councilmember Conyers moved to approve the issuance of the license. Seconded by Councilmember Brown, motion passed unanimously by voice vote.

14 January 2019

Councilmember Brown introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes the Public Works Department to acquire quotes for windows at Quail Creek Clubhouse on the backside, under the patio roofline, that were not previously replaced; and bring back to the City Council for purchase approval and for budgetary purposes. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 3297-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council authorizes the Public Works Department to acquire quotes for windows at Quail Creek Clubhouse on the backside, under the patio roofline, that were not previously replaced; and bring back to the City Council for purchase approval and for budgetary purposes.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

At the request of the City Attorney, Marcus E. McDowell, the City Council will rise from the meeting to go into Executive Session based on Section 36-25A-7(a)(3) to discuss pending litigation and possible settlement options regarding said pending litigation. The approximate time to be in Executive Session is 30 minutes. Councilmember Robinson moved to go into Executive Session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Exited the dais at 7:14 p.m. Returned at 7:48 p.m.

Council President Burrell stated there was a need to add on an agenda item: a resolution to authorize Counsel to proceed with settlement negotiations regarding the Callies litigation as outlined in Executive Session.

14 January 2019

Councilmember Robinson moved to add on the above-mentioned item not on the printed agenda. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to authorize Counsel to proceed with settlement negotiations regarding the Callies litigation as outlined in Executive Session. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 3298-19

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council authorizes Counsel to proceed with settlement negotiations regarding the Callies litigation as outlined in Executive Session.

Adopted on this 14th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

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

There being no further business to come before the City Council, the meeting was duly adjourned at 7:49 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

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

The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 14 January 2019.

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

Council President Burrell called the meeting to order at 4:30 p.m.

The following topics were discussed:

- Mayor Wilson addressed the City Council regarding the Budget Final Summary; and stated she changed the budget for debt prepayment and K-1 Center. Council President Burrell questioned why the budget was being change after it had been approved. Finance Director Jill Cabaniss said she added back in the Labor Cost Adjustment. Mayor Wilson said that Capital Projects only needs 12 percent this year. Councilmember Boone commented we need a fund for maintenance. Councilmember Brown said to just use Sales Tax for Capital Projects with no transfers. Councilmember Robinson stated we could use 25 percent for something else and 25 percent for Capital Projects.

Councilmember Conyers commented it was hard to understand the ordinance. Council President Burrell explained the ordinance that was in place. Each Councilmember gave an example of what the Sales Tax could be used for. Mayor Wilson replied that she has budgeted 88 percent for operating costs and 12 percent for Capital Projects. Ms. Cabaniss said this is the way the budget is written.

- Council President Burrell stated that the K-1 Purchase has been covered as well.
- The IT Tech Backfill position was discussed next. Mayor Wilson said that Sean had been promoted and his position did not get replaced. Council President Burrell commented we are not adding another IT position. Mayor Wilson said this was an oversight during the budget process. IT Director Jeff Montgomery stated he has 5 positions and hopes to add an IT Administrator next year. Councilmember Brown questioned what a Communication Specialist was. Mr. Montgomery replied handle meetings, website edits, telephone system, and wiring buildings.
- Public Works Director Richard Johnson explained a process to help with spending for Professional Services. He said we would go out for request for qualifications, get recommendations for services for 36 months, and have a “Standard Service Agreement.” (See attached handout)

Monday, 14 January 2019

Page -2-

Mr. Johnson said this would be an even playing field and not have a brand new contract for each firm; and this would clean things up with the process. He commented a firm would be placed on the list and the number of rotations needs to be decided. Council President Burrell commented this makes the process seem more efficient. Mr. Johnson said we will see an engineer's honest estimate. Council President Burrell requested to see amounts and caps.

- Councilmember Brown gave an update on the Pedestrian and Bicycle Committee who discussed GIS for sidewalks and locations for bicycle racks. He said the Education Advisory Committee discussed the Special Tax District.
- Councilmember Conyers gave an update on the Historic Preservation Committee who is working on a preservation ordinance. He commented the Fairhope Environmental Advisory Board met Friday and the Library Board meets tonight.
- Council President Burrell gave an update on the Airport Authority who has a special meeting tomorrow night for a Notice of Intent to Lease. He stated the Industrial Development Board will meet later this week to discuss the M-1 Light Industrial District and requests to rezone. Council President Burrell mentioned the tax abatement given to the Fairhope Brewery. He commented the City does not have any more land for light industrial; and it is best to get the Industrial Development Board's feedback.
- Councilmember Brown said the he and Councilmember Conyers have been working on consolidating committees. Council President Burrell suggested getting with City Clerk Lisa Hanks on State statutes.
- Economic and Community Development Director Sherry-Lea Botop addressed the City Council regarding a film being shot in Fairhope (the entire film). Ted Deiker (Line Producer) and Ryan Stowell (Vice President of Productions) with Scott Free Productions addressed the City Council to answer any questions the City Council may have. Council President Burrell asked them to respect the businesses. Mr. Deiker said they would be as respectful as possible; and would work out all negotiations with businesses.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:51 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



City of Fairhope

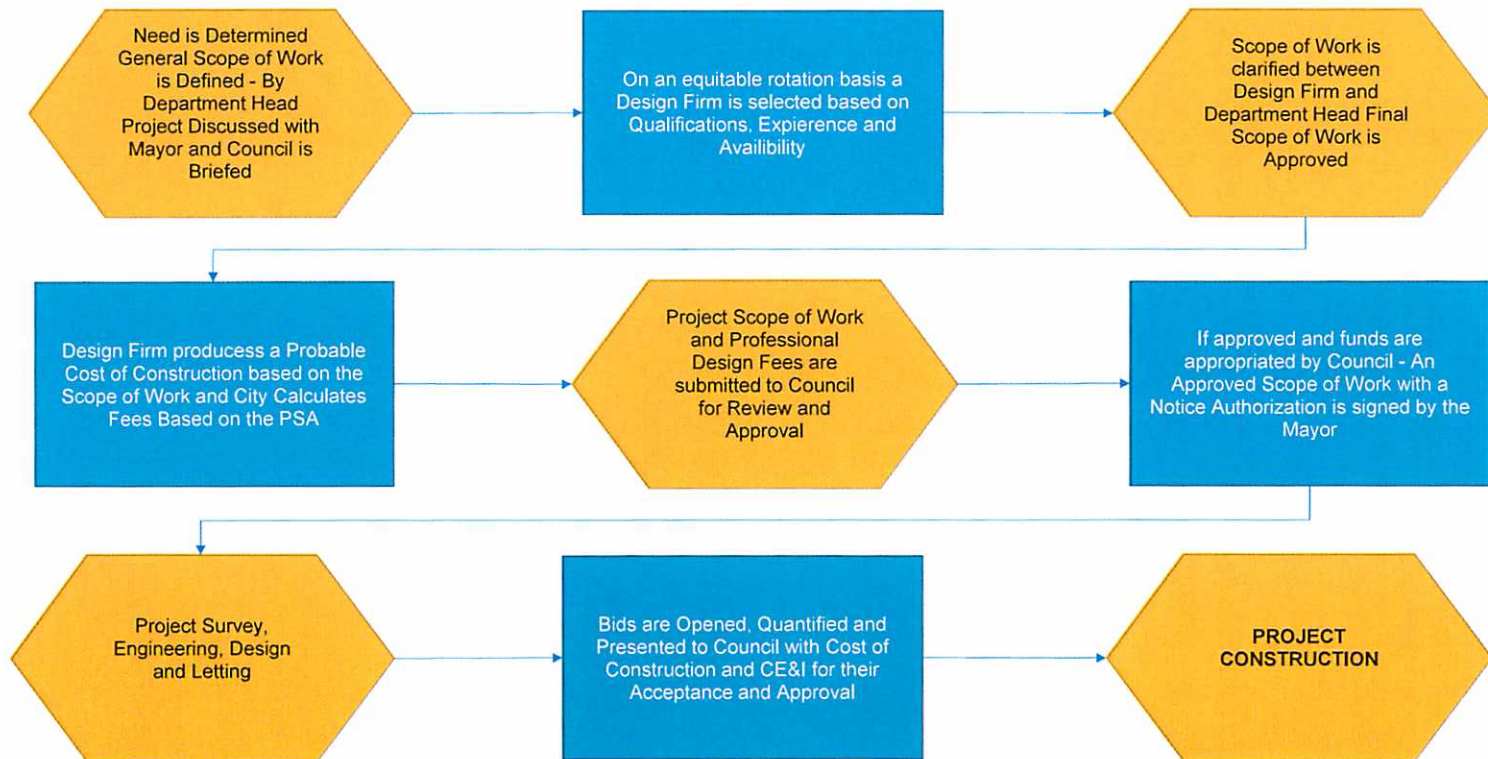
Procurement of Professional Services and Project Initiation

Standard Operational Guidelines

The City Initiates a "All Hands" Request For Qualifications (RFQ) for Professional Engineering, Survey and/or Architectural Services -

1. The RFQ's are evaluated and ranked per the criterion advertised - staff creates a "List" of potential vendors
2. The Qualified Firms (the "List") is presented to Council for Approval and the Mayor is Authorized to enter into a standard contract - Professional Services Agreement (PSA) - valid for 36 months - renewal by mutual consent would come back to Council for reauthorization
3. On a quarterly (or as needed) basis - the "List" would be updated by Council as new Firms Apply to be considered and entered

Project Initiation Sequence



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, 14 January 14, 2019.

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

Council President Burrell called the meeting to order at 5:51 p.m. The City Council reviewed and discussed the agenda for their meeting to be held today at 6:00 p.m. Agenda Item Number 22: a resolution that the City of Fairhope has voted to rebuild and refurbish the First Responder E-One Rescue Truck for the Fairhope Volunteer Fire Department from Sunbelt Fire, Inc., as Sole Source Distributor and Service Provider for E-One products for our region; and authorizes procurement based on the option allowed by the Code of Alabama 1975, Section 41-16-51(13). The total cost will be \$182,948.43 was explained by John Saraceno. Mayor Wilson stated she requested a subheading "Passed in the 2019 Budget" for items already adopted and approved in budget.

Council President Burrell stated there is a need to add on an Executive Session and a Resolution regarding the windows at Quail Creek Clubhouse under the patio roofline in the back.

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

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



Dewberry Engineers Inc. | 251.990.9950
25353 Friendship Road | 251.990.9910 fax
Daphne, AL 36526 | www.dewberry.com

January 23, 2019

Ms. Lisa Hanks
City Clerk
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

**RE: A.I.C., JR. LAND A.I. CORTE, III
Annexation Petition and Zoning Request**

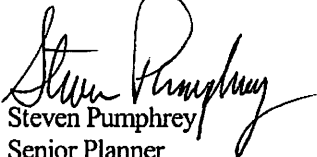
Dear Lisa:

On behalf of the owner, we are requesting to holdover the Petition for Annexation and Zoning Request temporarily from consideration by the City Council. We would like to request that it be held over until further notice if that is acceptable. We are waiting on environmental permits that are taking longer than originally anticipated and the owner and developer do not want to move forward with the annexation/zoning process until those permits are in hand.

If "until further notice" is not acceptable, then hopefully we would be allowed to request, in writing prior to each City Council meeting, that it be held over until we have those permits. Thanks for your assistance with this.

If you have any questions, please feel free to call me.

Sincerely,
DEWBERRY


Steven Pumphrey
Senior Planner

cc: File (50103933)

ORDINANCE NO. _____

WHEREAS, A.I.C., JR. LAND A.I. CORTE, III FAMILY LIMITED PARTNERSHIP, the owner of the hereinafter described property, did, in writing, petition the City of Fairhope, a municipal corporation, for annexation under Section 11-42-21 of the Code of Alabama, 1975, as amended; and

WHEREAS, a map of said property is attached to said Petition as an exhibit; NOW, THEREFORE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the following described property, lying contiguous to the corporate limits of the City of Fairhope, Alabama; and not within the corporate limits or the police jurisdiction of any other municipality; be and the same is hereby annexed to the City of Fairhope, Alabama, to-wit:

Property is to be known as part of North Hills at Fairhope, generally located on the north side of State Highway 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama.

LEGAL DESCRIPTION:

**TAX PARCELS 05-46-02-03-0-000-004.000
05-46-02-03-0-000-002.000 (Portion of)**

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND THENCE RUN SOUTH 00°09'31" WEST, A DISTANCE OF 1323.19 FEET; THENCE SOUTH 89°33'44" EAST A DISTANCE OF 1331.67 FEET; THENCE SOUTH 89°57'53" EAST A DISTANCE OF 663.09 FEET; THENCE SOUTH 00°22'07" WEST A DISTANCE OF 1263.31 FEET TO A POINT OF BEGINNING; THENCE RUN SOUTH 00°22'07" WEST A DISTANCE OF 60.39 FEET; THENCE RUN SOUTH 89°55'46" EAST A DISTANCE OF 659.93 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 1324.43 FEET; THENCE RUN SOUTH 00°17'31" WEST A DISTANCE OF 1281.46 FEET; THENCE RUN NORTH 89°40'05" WEST A DISTANCE OF 1318.50 FEET; THENCE RUN NORTH 00°13'22" EAST A DISTANCE OF 2600.79 FEET; THENCE RUN NORTH 89°35'51" WEST A DISTANCE OF 958.61 FEET; THENCE RUN NORTH 10°22'26" EAST A DISTANCE OF 205.42 FEET; THENCE RUN NORTH 03°48'14" WEST A DISTANCE OF 147.91 FEET; THENCE RUN NORTH 37°44'55" EAST A DISTANCE OF 262.37 FEET; THENCE RUN NORTH 51°28'27" EAST A DISTANCE OF 264.96 FEET; THENCE RUN NORTH 82°15'03" EAST A DISTANCE OF 147.33 FEET; THENCE RUN SOUTH 54°55'11" EAST A DISTANCE OF 313.72 FEET; THENCE RUN NORTH 85°40'07" EAST A DISTANCE OF 283.67 FEET; THENCE RUN SOUTH 54°44'43" EAST A DISTANCE OF 195.00 FEET; THENCE RUN SOUTH 07°52'59" EAST A DISTANCE OF 145.73 FEET; THENCE RUN SOUTH 28°56'41" EAST A DISTANCE OF 319.13 FEET; THENCE RUN SOUTH 79°28'49" EAST A DISTANCE OF 111.86 FEET; THENCE RUN NORTH 75°11'49" EAST A DISTANCE OF 99.31 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT (R-2 PARCEL)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND THENCE RUN SOUTH 00°09'31" WEST, A DISTANCE OF 1323.19 FEET; THENCE SOUTH 89°33'44" EAST A DISTANCE OF 1331.67 FEET; THENCE SOUTH 89°57'53" EAST A DISTANCE OF 663.09 FEET; THENCE SOUTH 00°22'07" WEST A DISTANCE OF 1323.70 FEET; THEN SOUTH 45°36'83" WEST A DISTANCE OF 309.83 FEET TO A POINT OF BEGINNING; THENCE RUN SOUTH 89°43'28" EAST A DISTANCE OF 90.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 117.81 FEET, WITH A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF NORTH 44°43'28" WEST, WITH A CHORD LENGTH OF 106.07 FEET; THENCE RUN SOUTH 00°16'32" WEST A DISTANCE OF 382.47 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 455.21 FEET, WITH A RADIUS OF 2350.00 FEET, WITH A CHORD

Ordinance No. _____

Page -2-

BEARING OF NORTH 85°38'17" WEST, WITH A CHORD LENGTH OF 454.50 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.05 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF NORTH 39°54'24" WEST, WITH A CHORD LENGTH OF 25.81 FEET; THENCE RUN SOUTH 00°16'32" WEST A DISTANCE OF 561.49 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 823.48 FEET, WITH A RADIUS OF 2585.00 FEET, WITH A CHORD BEARING OF SOUTH 89°43'28" EAST, WITH A CHORD LENGTH OF 820.00 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 561.49 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.05 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF SOUTH 40°27'28" WEST, WITH A CHORD LENGTH OF 25.81 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 169.86 FEET, WITH A RADIUS OF 2350.00 FEET, WITH A CHORD BEARING OF SOUTH 82°42'38" WEST, WITH A CHORD LENGTH OF 169.83 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 467.50 FEET TO THE POINT OF BEGINNING;

R-1 PARCEL LANDS SITUATE, LYING AND BEING IN BALDWIN COUNTY, ALABAMA AND CONTAINING 83.30 ACRES MORE OR LESS.

This property shall be zoned R-1, Low Density Single-Family Residential District.

BE IT FURTHER ORDAINED that a certified copy of this Ordinance, with a copy of the Petition and the exhibit, be recorded in the Office of the Probate Judge, Baldwin County, Alabama.

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

ADOPTED THIS 28TH DAY OF JANUARY, 2019

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
- The condition of the Petition is that zoning be established as _____
Concurrent with Annexation. (Zoning Request)

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

A.I. Corte III
Signature of Petitioner

A I. Corte III
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: _____

Petitioner's Current Physical Address:
A.I.C., JR. LAND A.I. CORTE, III
FAMILY LIMITED PARTNERSHIP
22725 ST. HWY 181
FAIRHOPE, AL 36532

Petitioner's Current Mailing Address:
A.I.C., JR. LAND A.I. CORTE, III
FAMILY LIMITED PARTNERSHIP
22725 ST. HWY 181
FAIRHOPE, AL 36532

Telephone Number(s): (251) 421 5600
Home Work

County Tax Parcel Number: 05-46-02-03-0-000-002.000 (portion of)
05-46-02-03-0-000-004.000

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 83.33 AC
- If property is occupied, give number of housing units 0
- Number of Persons residing in each unit, and their race 0
- If property is unoccupied, give proposed use Single-Family Subdivision
- If property is being developed as a subdivision, give subdivision name
North Hills of Fairhope (not yet submitted)
- Number of lots within proposed subdivision 81 lots

I, WANDA LACOSTE a Notary Public in and for said State and County, hereby certify that A.J. COBIE III 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 10 day of Jan, 2019,

(Seal)

Wanda LaCoste
Notary Public

My commission expires 11-21-2020

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

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public

My commission expires _____

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

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public

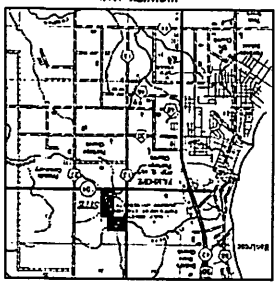
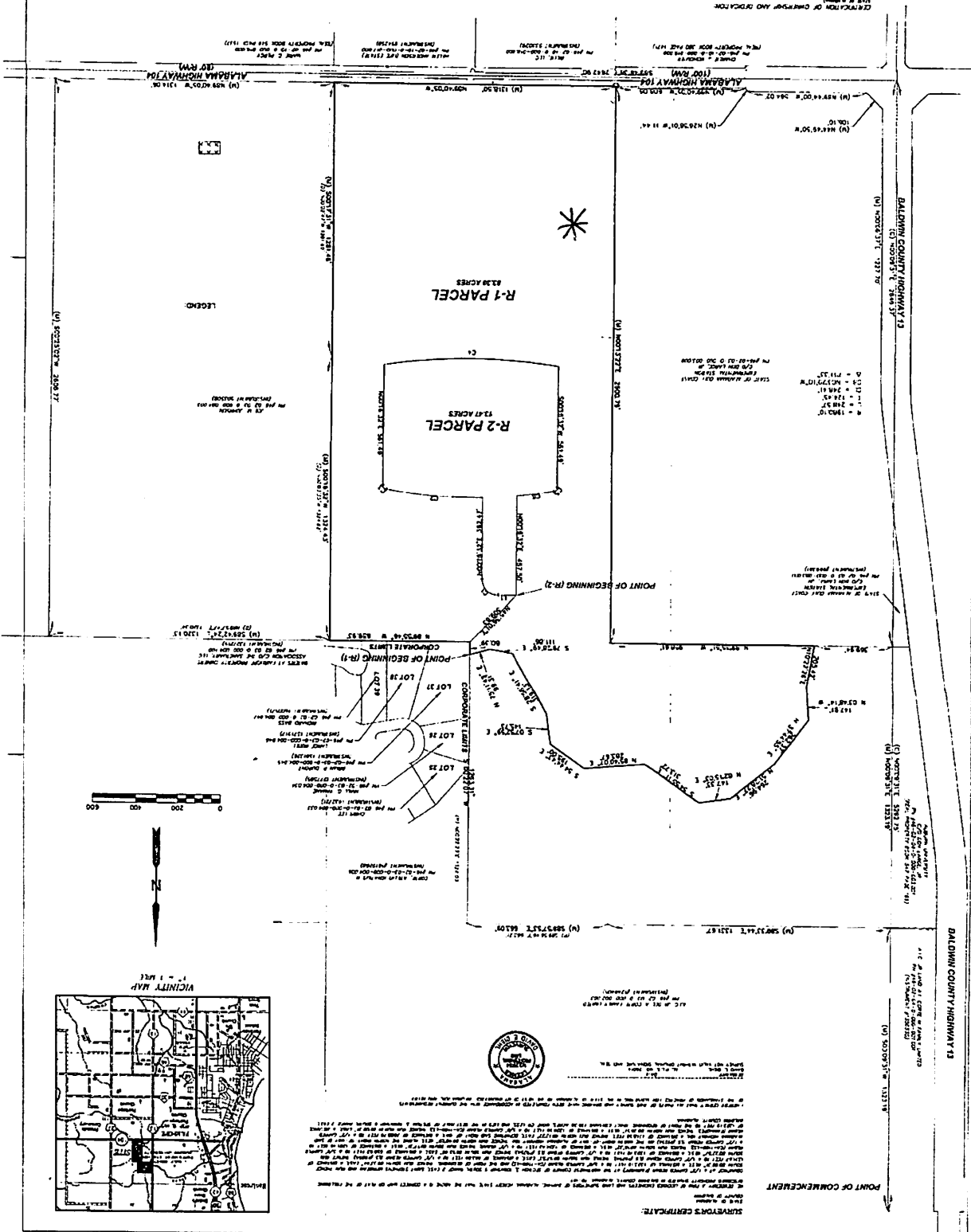
My commission expires _____

DATE	1957
PROJECT NO.	104
OWNER	DEWBERRY
PREPARED BY	DEWBERRY
CHECKED BY	DEWBERRY
APPROVED BY	DEWBERRY

GOODRICH - 104 SUBDIVISION
 IN ADJUST 225 - SHEET 1 OF 1 SHEETS

EXHIBIT A

NO.	DESCRIPTION	AMOUNT
1
2
3
4
5
6
7
8
9
10



SURVEYOR'S CERTIFICATE:
 I, the undersigned, being a duly licensed Surveyor of the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the original survey as shown to me by the owner of the land described herein, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land described herein, and that the same is a true and correct copy of the original survey as shown to me by the owner of the land described herein.

POINT OF COMMENCEMENT
 BEING THE CORNER OF SECTION 22, TOWNSHIP 22 N., RANGE 10 W., MERIDIAN 10 W., BALDWIN COUNTY, ALABAMA.

ALABAMA HIGHWAY 104
 BALDWIN COUNTY HIGHWAY 13

R-1 PARCEL
 13.47 ACRES

R-2 PARCEL
 13.47 ACRES

LEGEND:



VICINITY MAP



City Council

January 2019

Case: ZC 18.10 North Hills at Fairhope

Applicant Name:

Dewberry Engineers, Inc.

Owner:

A.I. Corte, III

Site Data:

Number of lots:

112

Total Acreage:

96.8 *Total of Parcel 1 & 2*

Project Type:

Rezoning Request from

Unzoned, Unincorporated Baldwin County

to

R-2 Medium Density Single Family

PPIN

98367

General Location:

5/8 west of AL HWY 181 north

Side of AL HWY 104

School District:

Fairhope Elementary, Middle, and High Schools

Staff Recommendation:

Approval

PC Recommendation:

Approval

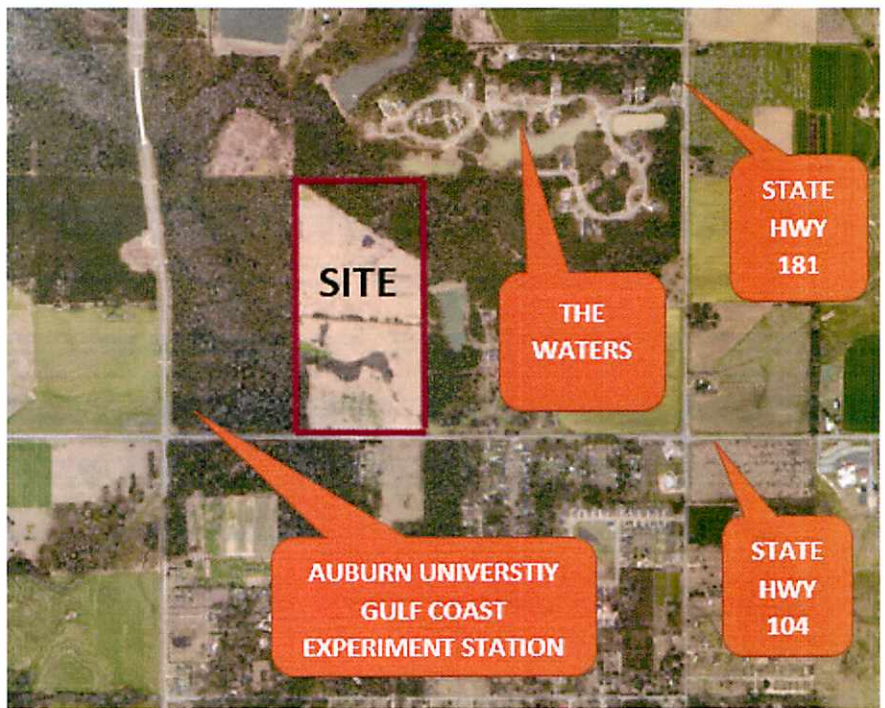
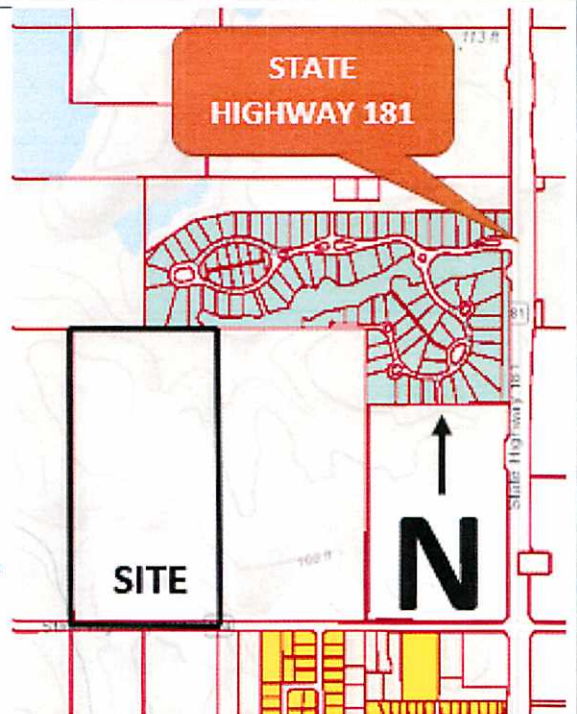
Legend

--- Subject Parcel

CITY OF FAIRHOPE ZONING

Zoning

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





Dewberry Engineers Inc. | 251.990.9950
25353 Friendship Road | 251.990.9910 fax
Daphne, AL 36526 | www.dewberry.com

January 23, 2019

Ms. Lisa Hanks
City Clerk
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

**RE: A.I.C., JR. LAND A.I. CORTE, III
Annexation Petition and Zoning Request**

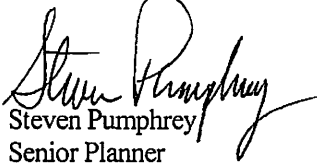
Dear Lisa:

On behalf of the owner, we are requesting to holdover the Petition for Annexation and Zoning Request temporarily from consideration by the City Council. We would like to request that it be held over until further notice if that is acceptable. We are waiting on environmental permits that are taking longer than originally anticipated and the owner and developer do not want to move forward with the annexation/zoning process until those permits are in hand.

If "until further notice" is not acceptable, then hopefully we would be allowed to request, in writing prior to each City Council meeting, that it be held over until we have those permits. Thanks for your assistance with this.

If you have any questions, please feel free to call me.

Sincerely,
DEWBERRY


Steven Pumphrey
Senior Planner

cc: File (50103933)

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 A.I.C., Jr. Land A.I. Corte, III Family Limited Partnership to be known as part of North Hills at Fairhope, generally located on the north side of State Hwy. 104 approximately 1/2 mile east of County Road 13, Fairhope, Alabama.

PPIN #: A portion of 98367

Legal Description: (Case number ZC 18.10)

COMMENCE AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA AND THENCE RUN SOUTH 00°09'31" WEST, A DISTANCE OF 1323.19 FEET; THENCE SOUTH 89°33'44" EAST A DISTANCE OF 1331.67 FEET; THENCE SOUTH 89°57'53" EAST A DISTANCE OF 663.09 FEET; THENCE SOUTH 00°22'07" WEST A DISTANCE OF 1323.70 FEET; THEN SOUTH 45°36'83" WEST A DISTANCE OF 309.83 FEET TO A POINT OF BEGINNING; THENCE RUN SOUTH 89°43'28" EAST A DISTANCE OF 90.00 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 117.81 FEET, WITH A RADIUS OF 75.00 FEET, WITH A CHORD BEARING OF NORTH 44°43'28" WEST, WITH A CHORD LENGTH OF 106.07 FEET; THENCE RUN SOUTH 00°16'32" WEST A DISTANCE OF 382.47 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 455.21 FEET, WITH A RADIUS OF 2350.00 FEET, WITH A CHORD BEARING OF NORTH 85°38'17" WEST, WITH A CHORD LENGTH OF 454.50 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.05 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF NORTH 39°54'24" WEST, WITH A CHORD LENGTH OF 25.81 FEET; THENCE RUN SOUTH 00°16'32" WEST A DISTANCE OF 561.49 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 823.48 FEET, WITH A RADIUS OF 2585.00 FEET, WITH A CHORD BEARING OF SOUTH 89°43'28" EAST, WITH A CHORD LENGTH OF 820.00 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 561.49 FEET; THENCE WITH A COMPOUND CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 28.05 FEET, WITH A RADIUS OF 20.00 FEET, WITH A CHORD BEARING OF SOUTH 40°27'28" WEST, WITH A CHORD LENGTH OF 25.81 FEET; THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 169.86 FEET, WITH A RADIUS OF 2350.00 FEET, WITH A CHORD BEARING OF SOUTH 82°42'38" WEST, WITH A CHORD LENGTH OF 169.83 FEET; THENCE RUN NORTH 00°16'32" EAST A DISTANCE OF 467.50 FEET TO THE POINT OF BEGINNING; PARCEL LANDS SITUATE, LYING AND BEING IN BALDWIN COUNTY, ALABAMA AND CONTAINING 13.47 ACRES MORE OR LESS.

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

Ordinance No. _____

Page -2-

The property is hereby initially zoned R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

ADOPTED THIS 28TH DAY OF JANUARY, 2019

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
The condition of the Petition is that zoning be established as R-2 Concurrent with Annexation. (Zoning Request)

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

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed:

Petitioner's Current Physical Address:
A.I.C., JR. LAND A.I. CORTE, III
FAMILY LIMITED PARTNERSHIP
22725 ST. HWY 181
FAIRHOPE, AL 36532

Petitioner's Current Mailing Address:
A.I.C., JR. LAND A.I. CORTE, III
FAMILY LIMITED PARTNERSHIP
22725 ST. HWY 181
FAIRHOPE, AL 36532

Telephone Number(s): (251) 421 5600
Home Work

County Tax Parcel Number: portion of PPIN# 98367

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 13.47 AC
- If property is occupied, give number of housing units 0
- Number of Persons residing in each unit, and their race 0
- If property is unoccupied, give proposed use Single-Family Subdivision
- If property is being developed as a subdivision, give subdivision name
North Hills of Fairhope (not yet submitted)
- Number of lots within proposed subdivision 31 lots

I, WANDA LACOSTE a Notary Public in and for said State and County, hereby certify that A.I. CORTE III 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 10 day of Jan, 2019,

(Seal)

Wanda LaCoste
Notary Public

My commission expires 11-21-2020

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

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public

My commission expires _____

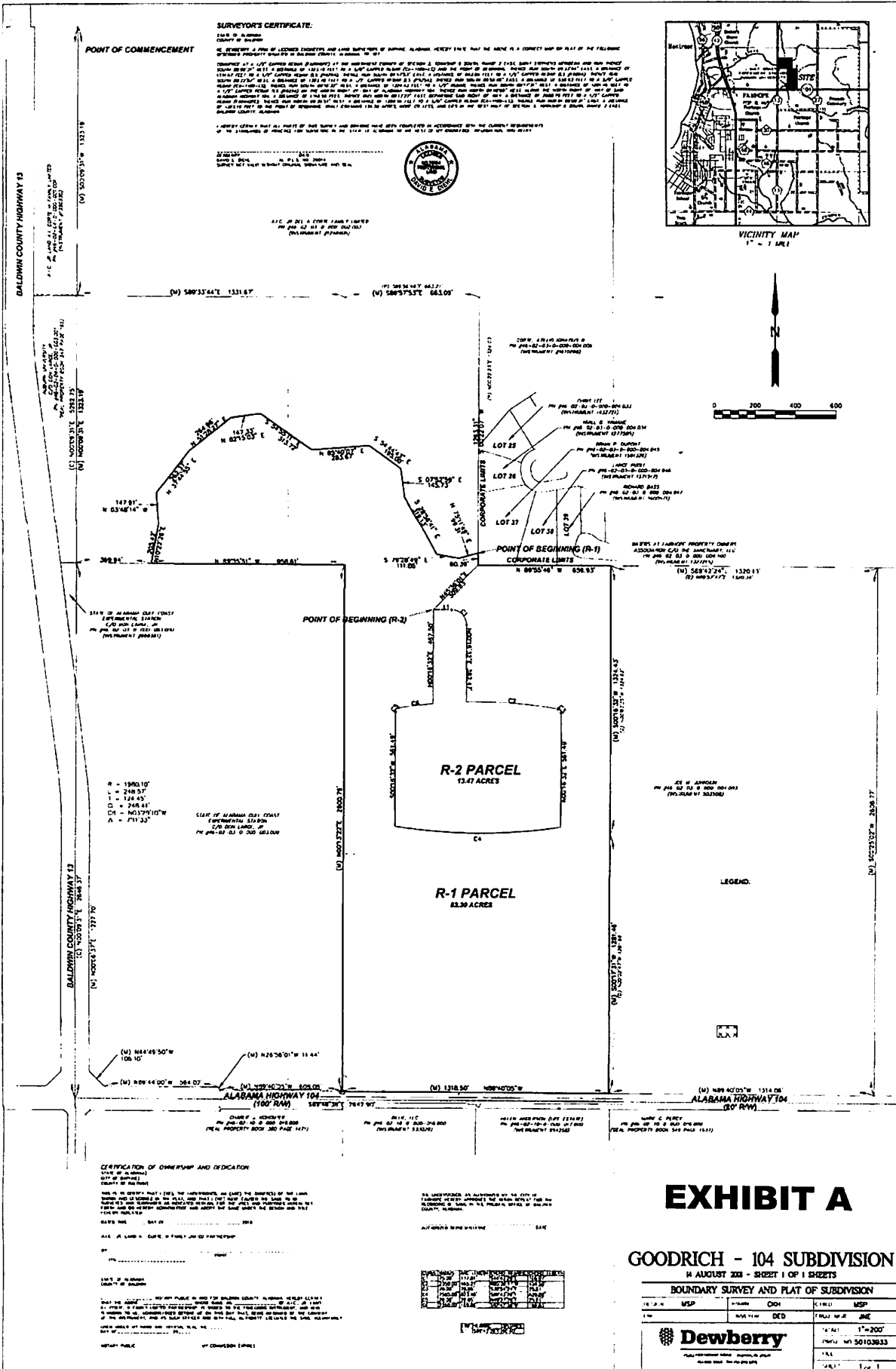
I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day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

Given under my Hand and Seal this _____ day of _____, 20____,

(Seal)

Notary Public

My commission expires _____



SURVEYOR'S CERTIFICATE.

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Alabama, hereby certify that the above is a correct and true plat of the following described land as shown on the original field notes and as shown on the original survey map and as shown on the original survey map and as shown on the original survey map.

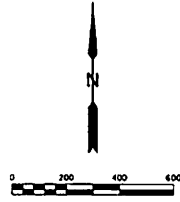
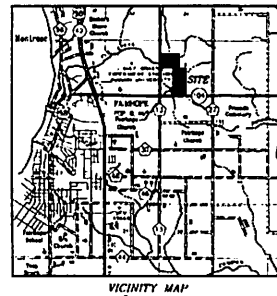
STATE OF ALABAMA

COUNTY OF BALDWIN

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing petition, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

WITNESSE MY HAND AND SEAL OF OFFICE this _____ day of _____, 2007.

NOTARY PUBLIC



R-2 PARCEL
13.47 ACRES

R-1 PARCEL
83.30 ACRES

LEGEND

.....

CERTIFICATION OF OWNERSHIP AND DEDICATION

I, the undersigned, being a duly qualified and licensed Surveyor in the State of Alabama, hereby certify that the above is a correct and true plat of the following described land as shown on the original field notes and as shown on the original survey map and as shown on the original survey map.

EXHIBIT A

GOODRICH - 104 SUBDIVISION

IN AUGUST 2004 - SHEET 1 OF 1 SHEETS

BOUNDARY SURVEY AND PLAT OF SUBDIVISION

DATE	BY	FOR	SCALE
11/11/07	WSP	OWN	1"=200'
11/11/07	WSP	OWN	1"=200'

Dewberry

1 of 1



City Council

January 2019

Case: ZC 18.10 North Hills at Fairhope

Applicant Name:

Dewberry Engineers, Inc.

Owner:

A.I. Corte, III

Site Data:

Number of lots:
112

Total Acreage:
96.8

Project Type:

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

PPIN

98367

General Location:

5/8 west of AL HWY 181 north
Side of AL HWY 104

School District:

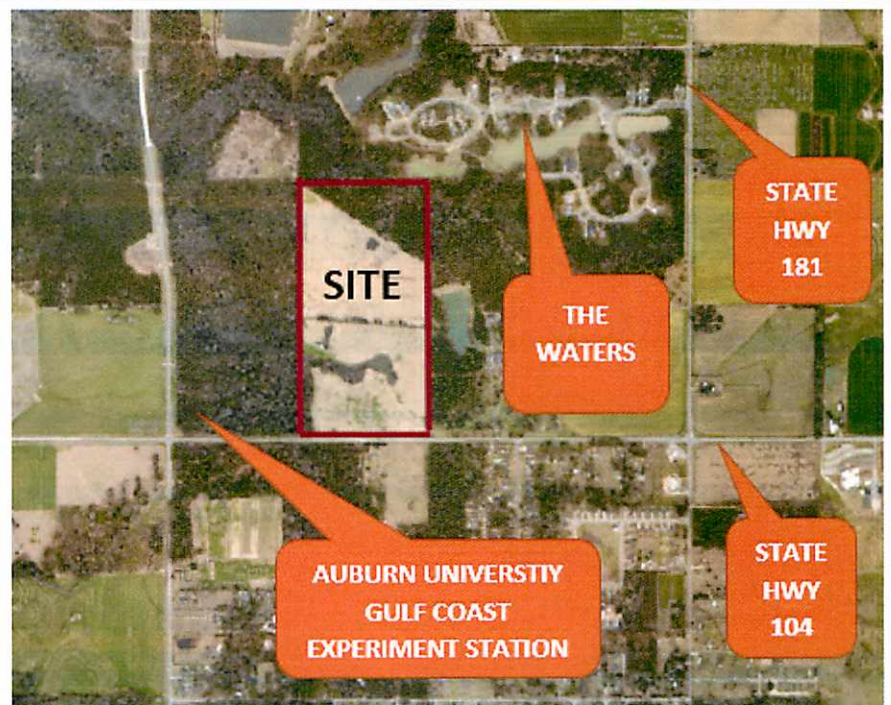
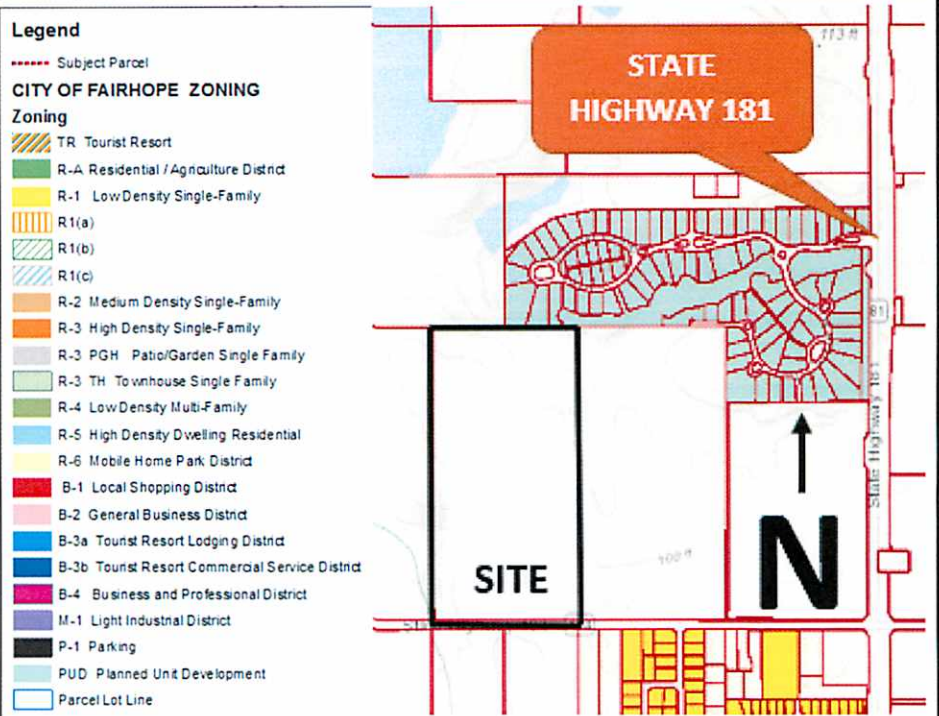
Fairhope Elementary, Middle,
and High Schools

Staff Recommendation:

Approval

PC Recommendation:

Approval

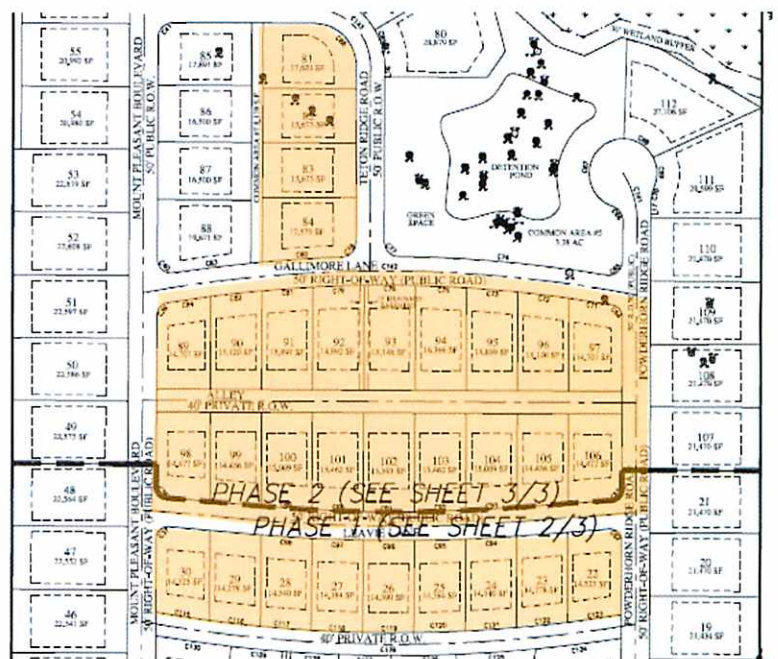


Summary of Request:

The applicant is seeking concurrent annexation and rezoning of approximately 13.47 acres +/- from unzoned Baldwin County to the City of Fairhope R-2 Medium Density Single Family Residential zoning district. The subject property is located approximately 5/8 mile west of AL HWY 181 along the north side of AL HWY 104 and 3/8 mile east of County Road 13. The 13.47 acre area requested by the subject application is a portion of a parcel of approximately 96.8 acres that comprises a development more fully-described in “comments” below. A Portion of the existing *The Waters* PUD abuts the parcel containing subject property to the north. With the exception of adjoining property PPIN 8601, which is zoned by Baldwin County, all other adjoining properties remain within unzoned Baldwin County. The existing Country Woods and Hollowbrook Subdivisions, zoned City of Fairhope R-1 Low Density Single Family Residential, are located approximately 1,000’ east of subject property along the south side of AL HWY 104.

Comments:

The subject property is comprised of one large (PPIN 98367) generally rectangular parcel fronting AL HWY 104, a paved publicly-maintained street. The related subdivision case # SD 18.35, titled “North Hills Fairhope” will be considered by the Planning Commission at a future meeting. Case # SD 18.35’s drawings which support the subject request for annexation/PUD zoning request depicts a future residential subdivision development of 112 single family residential lots on 96.8 acres, for an overall development density of 1.16 units per acre. Should the annexation be approved, and the zoning classification be approved as



City of Fairhope R-2, the future subdivision application will include the afore-mentioned 112 single family lots, one full-access entrance/exit along AL HWY 104, and one unopened 50’ future right-of-way ‘stub street’ in the subdivision’s southeast side. Further, the balance of the 96.8 acre site above and beyond the 13.47 acres considered by this request shall be requested for R-1 Low Density Single Family Zoning, via a separately-submitted application submitted directly to the Fairhope City Council. The intention of the developer is to coordinate submission of the R-1 zoning request with the subject application’s R-2 zoning request so that both requests may be considered by the city council at the same meeting so that agenda preparation and consideration by the council is coordinated and simplified. An excerpt of the of the North Hills Fairhope preliminary plat is included above right, with the R-2 zoning classification area marked in yellow. A total of 31 lots comprising approximately 13.47 acres are requested for R-2 zoning, resulting in 2.3 units per acre requested development density.

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

R-2 Medium Density Single-Family Residential District: This district is intended as a medium density single family urban residential district, with lots of moderate size.

The site data table included with the supporting documents of subject application includes the proposed dimensional standards summarized in the table below. R-1 zoning classification, though not requested by subject application, is shown for schematic purposes and for completeness:

Case # ZC 18.10 Proposed R-1 and R-2 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>
R-1	1-21 31-80 85-88 107-112	15,000sf	100'	40'	35'	10'	40%	30'
R-2	22-30 81-84 89-106	10,500sf	75'	35'	35'	10'	37%	30'

The site data table included with the proposed development’s preliminary plat indicates a smallest lot size of 14,278sf and a largest lot size of 54,745sf. In addition to the typical dimensions standards shown above, 5’ rear and side setbacks are required for any accessory structures located on the residential lots within the proposed development. Any accessory structures must be located behind the rear building line of the principle structure, maintain 10’ separation from the principle structure, and have a lot coverage of no more than 25% of the required rear yard for each lot, in addition to various other requirements of the zoning ordinance related to accessory structures.

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 61.6 (or 112 x 0.55) elementary school students, 22.4 (or 112 x 0.2) middle school students and 22.4 (or 112 x 0.2) high school students.

Development Name	Application Type	Housing Type	Total Units	Attendance Zone	SYF	Expected Number of Students
Twin Beech Estates	PUD request	SF	112	Fairhope Elementary	0.55	61.6
“ ”	“ ”	“	“	Fairhope Middle	0.2	22.4
“ ”	“ ”	“	“	Fairhope High	0.2	22.4
Total Students						106.4

Allowable Uses:

Requested uses are “single family residential” as allowable by both R-1 and R-2 zoning requested for the development.

Zoning History of Nearby Properties:

Case number ZC 05.06 was a request by Mr. Pat Achee for annexation contingent upon a zoning change from unzoned Baldwin County to Planned Unit Development (PUD) for the development known as *The Waters*, located on the west side of AL HWY 181 north of AL HWY 181. The Fairhope City Council approved Case # ZC 05.06 on April 25, 2005.

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.)

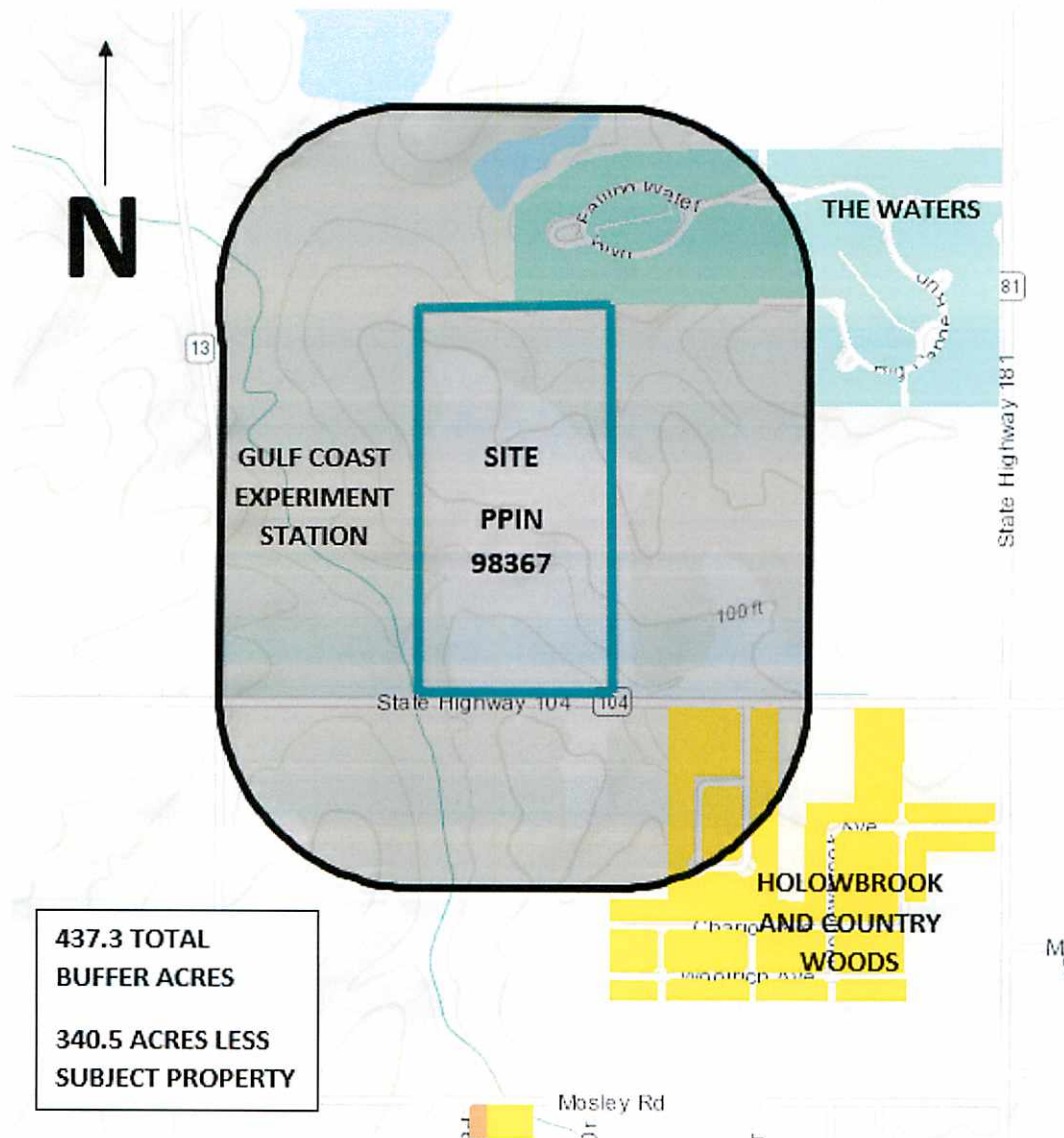
Insuring compatible development clearly fits into the scope of the Alabama enabling legislation for planning and zoning.

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 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. Though there are a number of undeveloped properties, and in the case of the Gulf Coast Experiment Station, properties unlikely for development in the foreseeable future, AL HWY 104 is a corridor on which residential development is not only expected but is inevitable. The Zoning Compatibility Analysis applied to subject property examines both “surrounding neighborhoods” (subdivisions and other developments one-quarter mile, or 1,320 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 1,320’ buffer around the subject property utilizing the ‘buffer’ toolkit within the

KCS Fairhope web viewer. The subject property is outlined in blue and the 1,320' buffer is depicted below by the black circular border with light gray fill shown on the map excerpt below:



The purpose of examining development densities is to provide a comparison of the requested development density to that of the existing actual as well as allowable development densities of the properties surrounding the subject property. The actual and allowable densities are determined by examining the properties within the buffer in the map shown above and *weighted* by the number of acres of a particular density occurring within the buffer. 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 number of units per property is determined utilizing Baldwin County Probate and Revenue data, and both the actual and allowable development densities are averaged to determine a weighted average development density of the buffer area, less the subject property under consideration.

The development density analysis for subject property includes the following assumptions:

- Unzoned Property
 - Unzoned, undeveloped property has an actual development density of zero (0) units per acre

- The actual development density of unzoned, developed property is represented as accurately as possible
 - Unit counts for mobile home parks are counted as accurately as practicable
 - Any other multiple-occupancy uses such as apartments or accessory dwellings are counted as accurately as practicable
 - If only one (1) residential unit occurs on a piece of property, it has a development density of 1 unit divided by the property's acreage
- The allowable development density of unzoned property is based upon the minimum lot size of Article V, Section E.2.b. of the Subdivision Regulations
 - $(43,560 \text{ sf per acre}) \div (15,000 \text{ sf per lot}) = 2.9 \text{ units per acre}$
- Residential subdivision developments are analyzed as units within the buffer area
 - PUDs have the same actual and allowable development density because the density is a function of and governed by each PUD's ordinance
 - Actual density of non-PUD zoned subdivisions is based upon units per acre derived from its approved final plat to the maximum extent practicable, or calculated directly by units per acre
 - Allowable density of non-PUD zoned subdivision developments, as well as various zoned areas is based upon its zoning district
 - R-1: $(43,560 \text{ sf per acre}) \div (15,000 \text{ sf per lot}) = 2.9 \text{ units per acre}$
 - R-2: $(43,560 \text{ sf per acre}) \div (10,500 \text{ sf per lot}) = 4.15 \text{ units per acre}$

Weighted development densities are summarized in the "development density conclusions" section of this staff report.

WEIGHTED DENSITY CALCULATION

As stated previously the total area of the buffer, as determined by KCS Fairhope Map Viewer is 437.3 acres. Subtracting the 96.8 acres of subject property leaves a net buffer area of 340.5 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	Raw Actual (units)
The Waters at Fairhope	PUD	94.85	40.70	0.94	38.26
Country Woods	R-1 Low Density Single Family	22	16.50	1.54	25.41
8601	Unzoned Baldwin County	61	51.2	0	0
40372	Unzoned Baldwin County	77	29	0	0
98367	Unzoned Baldwin County	78	35.9	0	0
226942	Unzoned Baldwin County	78	10.9	3	32.7
269989	Unzoned Baldwin County	24	10.7	0	0
117886	Unzoned Baldwin County	1.5	1.2	1	1.2
10158	Unzoned Baldwin County	1.98	1.98	0	0
25743	Unzoned Baldwin County	5.8	5.8	0	0
33421	Unzoned Baldwin County	5.4	5.4	0	0
765	Unzoned Baldwin County	13	13	1	13
55384	Unzoned Baldwin County	3.3	3.3	1	3.3
55762	Unzoned Baldwin County	3.3	3.3	0	0
62466	Unzoned Baldwin County	34	34	0	0
24315	Unzoned Baldwin County	37	37	0	0

The sum of the weighted actual units is 113.87 units. When divided by the net buffer area of 340.5 acres, the *actual weighted density* is calculated as 0.334 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	Raw Allowable (units)
The Waters at Fairhope	PUD	94.85	40.70	0.94	38.26
Country Woods	R-1 Low Density Single Family	22	16.50	1.54	25.41
8601	Unzoned Baldwin County	61	51.2	2.9	148.48
40372	Unzoned Baldwin County	77	29	2.9	84.1
98367	Unzoned Baldwin County	78	35.9	2.9	104.11
226942	Unzoned Baldwin County	78	10.9	2.9	31.61
269989	Unzoned Baldwin County	24	10.7	2.9	31.03
117886	Unzoned Baldwin County	1.5	1.2	2.9	3.48
10158	Unzoned Baldwin County	1.98	1.98	2.9	5.742
25743	Unzoned Baldwin County	5.8	5.8	2.9	16.82
33421	Unzoned Baldwin County	5.4	5.4	2.9	15.66
765	Unzoned Baldwin County	13	13	2.9	37.7
55384	Unzoned Baldwin County	3.3	3.3	2.9	9.57
55762	Unzoned Baldwin County	3.3	3.3	2.9	9.57
62466	Unzoned Baldwin County	34	34	2.9	98.6
24315	Unzoned Baldwin County	37	37	2.9	107.3

The sum of the weighted allowable units is 767.44 units. When divided by the net buffer area of 340.5 acres, the *allowable weighted density* is calculated as 2.254 units per acre.

The average weighted development density of both the actual and allowable densities is therefore: $(2.254 + 0.334)/2 = 1.294$ **units per acre** (this very low density reflects a number of undeveloped properties with zero units per acre)

Development Density Conclusions

As stated previously, the requested development density of the subject application is 2.3 units/acre, approximately 78% greater than the 1.294 units per acre weighted average density of the adjacent properties and surrounding neighborhood surrounding subject development. However, the overall development density of the complete North Hills Fairhope development of 1.16 units per acre is approximately 10% less than the weighted average development density of adjacent properties and surrounding neighborhood. At the micro level, the 13.47 acre area for which R-2 zoning is requested is an area of density substantially higher than that of the adjacent area and surrounding neighborhood, However, the lot sizes of the area requested for R-2 zoning substantially exceed the 10,500sf R-2 zoning lot size. The smallest lots in this area, Lots 23 and 29 each have a lot size of 14,248sf. A majority of the lots in the subject property are just below the 15,000sf lot size requirement of R-1 zoning. At the macro level, the 1.16 units per acre overall development density of the entire development is approximately 10% less than weighted average development density of the adjacent properties and surrounding neighborhood as mentioned above, and as a result the development density of the existing properties adjacent to and surrounding subject property support the desired development density requested by subject application.

Twin Beech Estates Zoning Compatibility Analysis Chart

Compatibility Subject	Recommended Method	Analysis of Recommendation
Dwelling Unit / Housing Type	<p><u>Adjacent Area:</u> 100% single family in zoned Areas (PUD)</p> <p><u>Surrounding Neighborhood:</u> 100% single family in zoned Areas (R-1).</p> <p>100% single family on Unzoned parcels (investigated to the maximum extent practicable)</p>	<p>Proposed development requests 112 single family units overall, 31 single family units in the proposed R-2 zoning district</p> <p><i>Proposed development is consistent with the surrounding neighborhood and adjacent areas. All zoned units in the adjacent area and surrounding neighborhood are single family and all unzoned properties are either undeveloped or single family.</i></p>
Building Orientation	N/A	<p>Case # SD 18.35 will be considered By the planning commission during a Future meeting. Case # SD 18.35 does Not request any departures from the Zoning ordinance and is not requesting A planned unit development that would Affect building orientation, therefore The building orientation of the proposed Development <i>is consistent</i> with adjacent And surrounding properties</p>
<p>Building Setbacks</p> <p>Building Setbacks (continued)</p>	<p><u>Adjacent area setbacks:</u> <u>(Hollowbrook used for example purposes, setbacks not shown on Country Woods plats)</u> Front – 30’ Rear – 30’ Side – 10’ Side Street – 20’ (R-1 zoning district was Established after Hollowbrok Was developed, no R-2 zoning occurs in buffer) The Waters setbacks vary by Lot, ranging from 20’ front up To 50’ front</p>	<p><u>Proposed R-1 development setbacks:</u> Front – 40’ Rear – 35’ Side – 10’ Side Street – 20’ <u>Proposed R-2 development setbacks:</u> Front – 35’ Rear – 35’ Side – 10’ Side Street – 20’</p> <p><i>Building setbacks exceed the nearby Hollowbrook Subdivision setbacks, the Proposed R-2 is also consistent with Or exceeds The Waters PUD setbacks</i></p>
Building Heights	<p><u>Adjacent area building height:</u> Max. Building Height – 35’ (Not specified on Hollowbrook’s Plat, 35’ is the Building height of <i>The Waters</i>)</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, Lot Dimensions are not a readily- quantifiable or highly-accurate measure of compatibility for subject Application. Lot area/density is a more appropriate measure of compatibility, as seen below</p>	

**Compatibility Analysis Chart
(continued)**

<p>Lot Area / Density</p>	<p><u>Adjacent area and Surrounding Neighborhood Actual and allowable Weighted development densities</u></p> <p>0.334 units per acre actual 2.254 units per acre allowable</p> <p>1.294 units per acre average</p>	<p><u>Proposed development lot dimensions:</u></p> <p>31 units / 13.47 acres = 2.3 Units/Acre</p> <p>112 units / 96.8 acres = 1.16 units per acre</p> <p><i>Proposed development is consistent With adjacent areas and surrounding neighborhood</i></p>
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Fairhope Comprehensive Plan Guidance

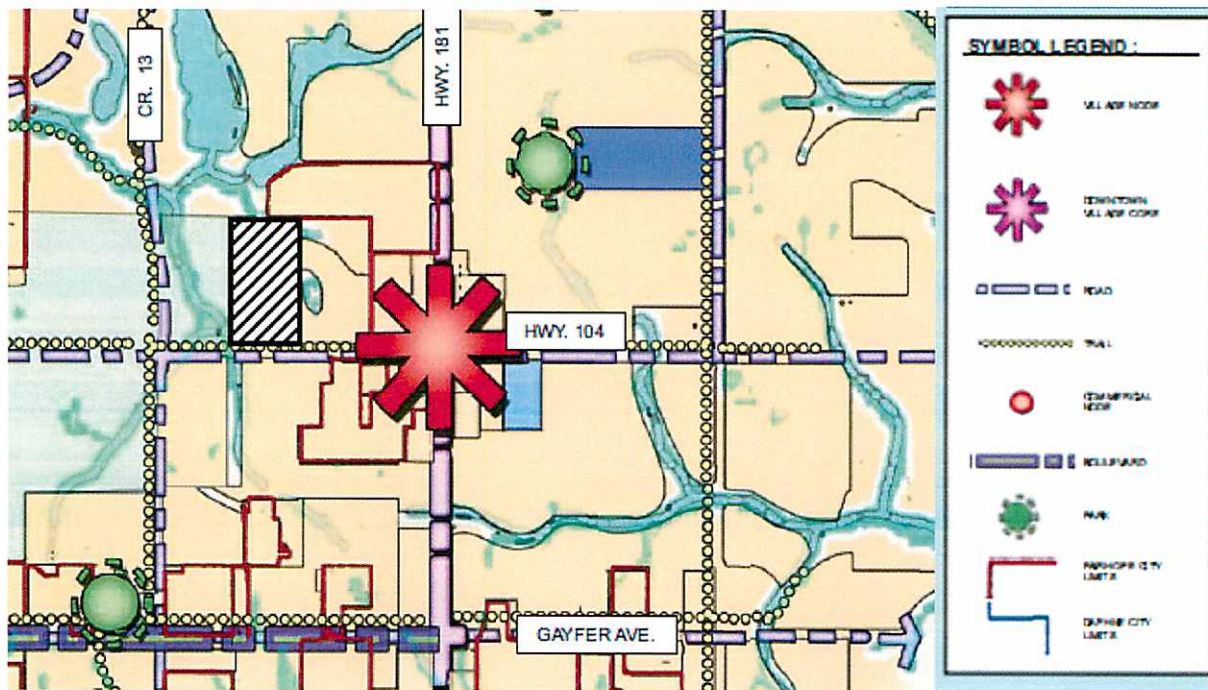
The absence of any intended physical form (lack of a plan) of a city causes a disjointed development pattern, inefficient municipal services, conflicting land uses and negative externalities for business owners, property owners and residents. In general, the lack of a plan and negative externalities 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. Section 5 of this plan contemplates a future village center/node at the intersection of State Highway 181 and State Highway 104 (2014 Comprehensive Plan Update, page 37). The proposed HWY 104/HWY 181 village center is approximately 5/8 mile east of the proposed development, if the “center” of the village center is the centroid of the HWY 104/HWY181 intersection. Using the ¼ mile buffer seen above as the surrounding neighborhood of the subject property, the proposed HWY 104/HWY 181 village center lies slightly outside the surrounding neighborhood of the proposed development, but it is reasonable and logical to assume the proposed development lies within the area of influence of the proposed village center. An excerpt of the village/node map from the Comprehensive Plan is shown below, with subject property depicted in a “crosshatch” pattern:



The comprehensive plan contemplates density transition (page 34) and indicates “The immediate areas around Villages are to be more dense (more units per acre) and then transition to lower density development patterns”. The proposed North Hills Fairhope establishes a density transition within the development as well as an overall density transition. The proposed development transitions from a region of R-2 zoning to a predominant R-1 zoning within the development, which is adjacent to undeveloped properties. The development “anchors” a region by which undeveloped areas, such as the Gulf Coast Experiment Station, transition to low then medium density development in the proposed development, which will then allow future transitions to higher density development near the village node contemplated by the Comprehensive Plan.

Additional Comments

1. The subject property is entirely bordered on west by existing, heavily-wooded undeveloped property comprising the Auburn University Gulf Cost Experiment Station. Commercial or residential development of the Auburn University property in the near future is unlikely.
2. The subject property provides an “anchor” point that allows future, higher density or higher intensity development associated with the HWY 181 / HWY 104 Village Node to transition through subject property to undeveloped property, and therefore demonstrates compliance with the Comprehensive Plan.
3. The subject request for R-2 zoning of lots 22-30, 81-84, and 89-106 includes a requested development density of 2.3 units per acre, and an overall development density of 1.16 units per acre. The overall development density is approximately 10% less dense than the weighted average development density of 1.294 units per acre for the adjacent properties and surrounding neighborhood. Though the large number of undeveloped properties near subject property creates a very low weighted average development density, the overall development density of the proposed development is supported by the adjacent properties and surrounding neighborhood.

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

Recommendation:

Staff recommends Case # ZC 18.10, conditional annexation to R-2 Medium Density Single Family Residential Zoning District for PPIN 98367 be **APPROVED** and forwarded to the City Council for consideration.

Planning Commission Recommendation:

The Planning Commission of the City of Fairhope, at its October 1, 2018 regular meeting, recommended **APPROVAL** of Case # ZC 18.10, conditional annexation to R-2 Medium Density Single Family Residential Zoning District.



Dewberry Engineers Inc. | 251.990.9950
25353 Friendship Road | 251.990.9910 fax
Daphne, AL 36526 | www.dewberry.com

January 23, 2019

Ms. Lisa Hanks
City Clerk
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

**RE: BILLIE LLC
Annexation Petition**

Dear Lisa:

On behalf of the owners, we are requesting to withdraw the Petition for Annexation from further consideration by the City Council. They have decided not to do the proposed subdivision planned for this site and no longer desire to be annexed into the City.

If you have any questions, please feel free to call me.

Sincerely,
DEWBERRY

Steven Pumphrey
Senior Planner

cc: File (50106705)

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 Billie, LLC generally located on the south side of State Hwy. 104 approximately ½ mile east of County Road 13, Fairhope, Alabama.

PPIN #: 62466

Legal Description: (Case number ZC 18.09)

COMMENCING AT THE NORTHWEST CORNER OF THE WEST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER, SECTION 10, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE SOUTH 00°14'10" WEST A DISTANCE OF 40 FEET MORE OR LESS TO A POINT ON THE SOUTH MARGIN OF THE RIGHT OF WAY OF STATE HIGHWAY NO. 104, MARKED BY A CAPPED IRON ROD (REBAR) AND THE POINT OF BEGINNING OF THE PROPERTY DESCRIBED HEREIN; THENCE DEPARTING SAID SOUTH MARGIN, CONTINUE SOUTH 00°14'10" WEST A DISTANCE OF 2279.53 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 89°40'20" EAST A DISTANCE OF 450.53 FEET TO A POINT MARKED BY AN IRON ROD (REBAR); THENCE SOUTH 00°16'51" WEST A DISTANCE OF 300.01 FEET TO A POINT ON THE NORTH MARGIN OF THE RIGHT OF WAY OF MOSLEY ROAD; THENCE NORTH 89°40'22" EAST ALONG SAID NORTH MARGIN A DISTANCE OF 66.25 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE DEPARTING SAID NORTH MARGIN, NORTH 00°16'51" EAST A DISTANCE OF 300.01 FEET TO A POINT; THENCE NORTH 89°40'20" EAST A DISTANCE OF 150.00 FEET TO A POINT MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 00°00'33" EAST A DISTANCE OF 2275.52 FEET TO A POINT ON SAID SOUTH MARGIN, MARKED BY A CAPPED IRON ROD (REBAR); THENCE NORTH 89°59'04" WEST ALONG SAID SOUTH MARGIN A DISTANCE OF 657.74 FEET TO THE POINT OF BEGINNING AND CONTAINING 1528171 SQUARE FEET (35.08 ACRES), MORE OR LESS.

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

The property is hereby initially zoned R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

Ordinance No. _____
Page -2-

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

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

ADOPTED THIS 28TH DAY OF JANUARY, 2019

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
The condition of the Petition is that zoning be established as R-2 Concurrent with Annexation. (Zoning Request)

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

Signature of Petitioner (handwritten signature)

Print petitioner's name (Rebecca B. Bryars)

Signature of Petitioner (handwritten signature)

Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed:

Petitioner's Current Physical Address: BILLIE LLC

Petitioner's Current Mailing Address: BILLIE LLC

204 MOBILE ST FAIRHOPE, AL 36532

204 MOBILE ST FAIRHOPE, AL 36532

Telephone Number(s): 251-928-0279 Home Work

County Tax Parcel Number: 05-46-02-10-0-000-018.000

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 35.08 AC
- If property is occupied, give number of housing units 0
- Number of Persons residing in each unit, and their race 0
- If property is unoccupied, give proposed use _____
- If property is being developed as a subdivision, give subdivision name _____
- Number of lots within proposed subdivision _____

I, BRENDA L. COPELAND a Notary Public in and for said State and County, hereby certify that REBECCA B. BRYARS 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 27th day of August, 20 18,

(Seal)

Brenda L. Copeland
Notary Public

My commission expires 06/25/2022

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

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal)

Notary Public

My commission expires _____

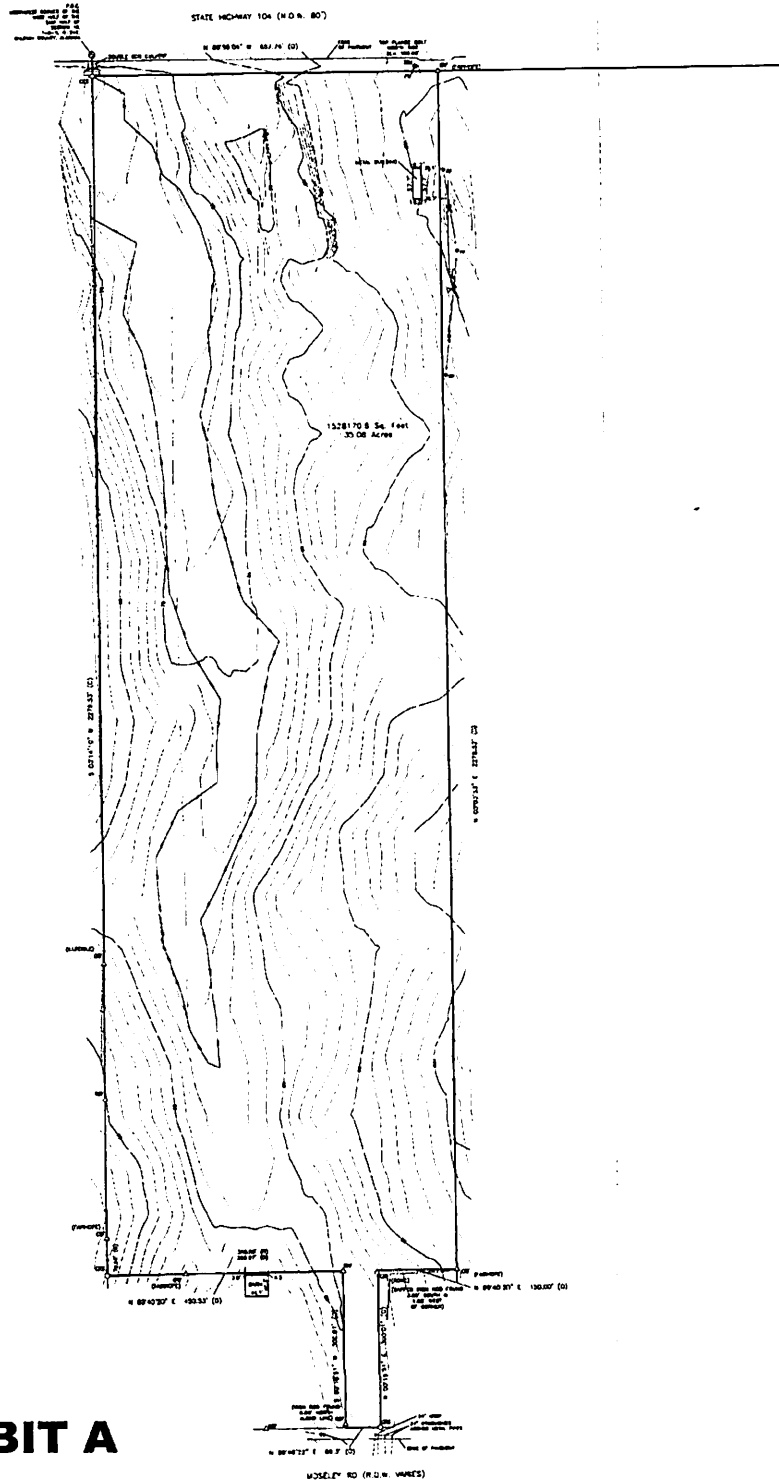
I, _____ a Notary Public in and for said State and County, hereby certify that _____ whose name(s) is/are signed to the forgoing Petition and who is/are known to me, this day appeared before me and, being first duly sworn, acknowledge that he/she/they have voluntarily executed this Petition on this day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

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal)

Notary Public

My commission expires _____



- ▲ I.C. BENCH MARK
- ▲ C.C. CORNER OF HIGHWAY
- ▲ A.C. CORNER OF ADJ. PROP.
- ▲ S.P. SUB. PROP.
- ▲ O.S. OAK STAKE
- ▲ T. TYPICAL
- ▲ T.C. TYPICAL
- ▲ P.A. POINT OF ANGLE
- ▲ F.A. POINT OF ANGLE
- ▲ S. SURFACE
- ▲ L. L.S. LOWEST POINT
- ▲ H. H.S. HIGHEST POINT
- ▲ T.C. TYPICAL
- ▲ L.S. LOW POINT
- ▲ H.S. HIGH POINT
- ▲ T.P. TYPICAL
- ▲ P. POINT

EXHIBIT A

ASHERST & NEMEYER
 1708 11th HWY
 FARRHOPE, ALABAMA 36842
 (205) 208-1234

DATE: 11/20/11
 BY: D.G. SMITH
 CHECKED BY: D.G. SMITH

BOUNDARY SURVEY
 HWY 104
 FARRHOPE, ALABAMA

NO. 111/11	DATE 11/20/11	SHEET 100	
SCALE 1"=100'			
PROJECT BOUNDARY SURVEY			
1708 11th HWY	NO. 100	100	

ASHURST & NEMEYER
 BOUNDARY SURVEY
 HWY 104
 FARRHOPE, ALABAMA

1. THIS IS A PARTIAL SURVEY.
2. THE CLIENT HAS REPRESENTED THAT THE SUBJECT PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF SPLITTING THE PROPERTY INTO TWO LOTS.
3. THE CLIENT HAS REPRESENTED THAT THE SUBJECT PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF SPLITTING THE PROPERTY INTO TWO LOTS.
4. THE CLIENT HAS REPRESENTED THAT THE SUBJECT PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF SPLITTING THE PROPERTY INTO TWO LOTS.
5. THE CLIENT HAS REPRESENTED THAT THE SUBJECT PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF SPLITTING THE PROPERTY INTO TWO LOTS.
6. THE CLIENT HAS REPRESENTED THAT THE SUBJECT PROPERTY IS BEING SURVEYED FOR THE PURPOSE OF SPLITTING THE PROPERTY INTO TWO LOTS.



City Council

January 2019

Case: ZC 18.09 Billie, LLC

Project Name: Billie LLC
Highway 104

Property Owner /Applicant:
Billie, LLC

General Location: South side of Hwy. 104 approximately ½ mile of County Road 13.

Project Type: Zoning Request
Conditional annexation to R-2

Project Acreage: 35.08 acres

Zoning District:
Currently unzoned.

PPIN Number: 62466

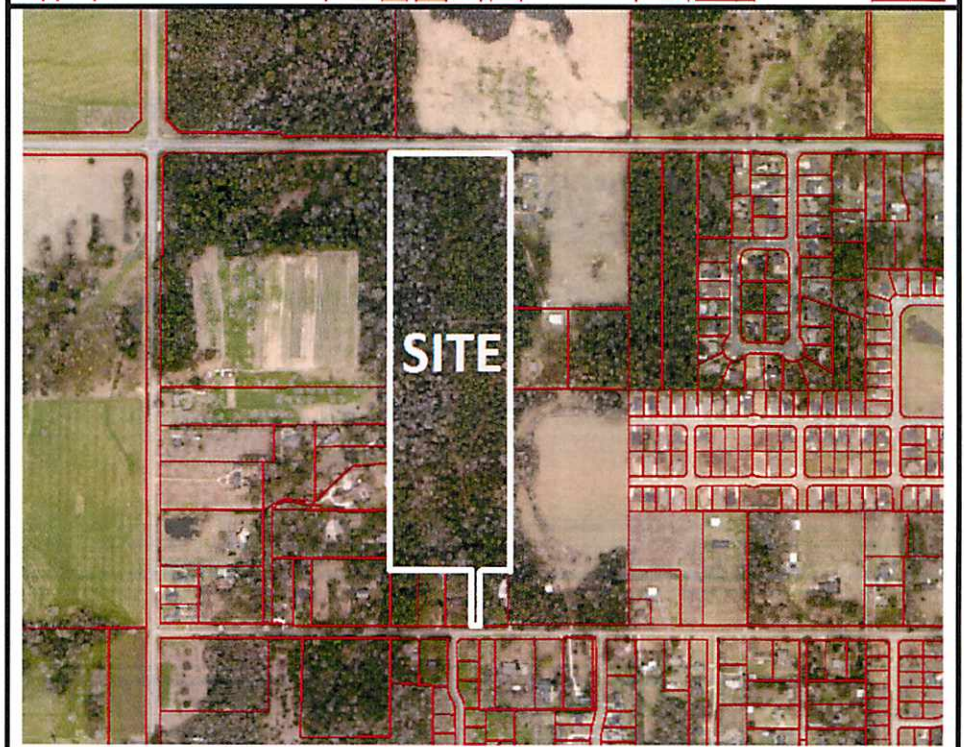
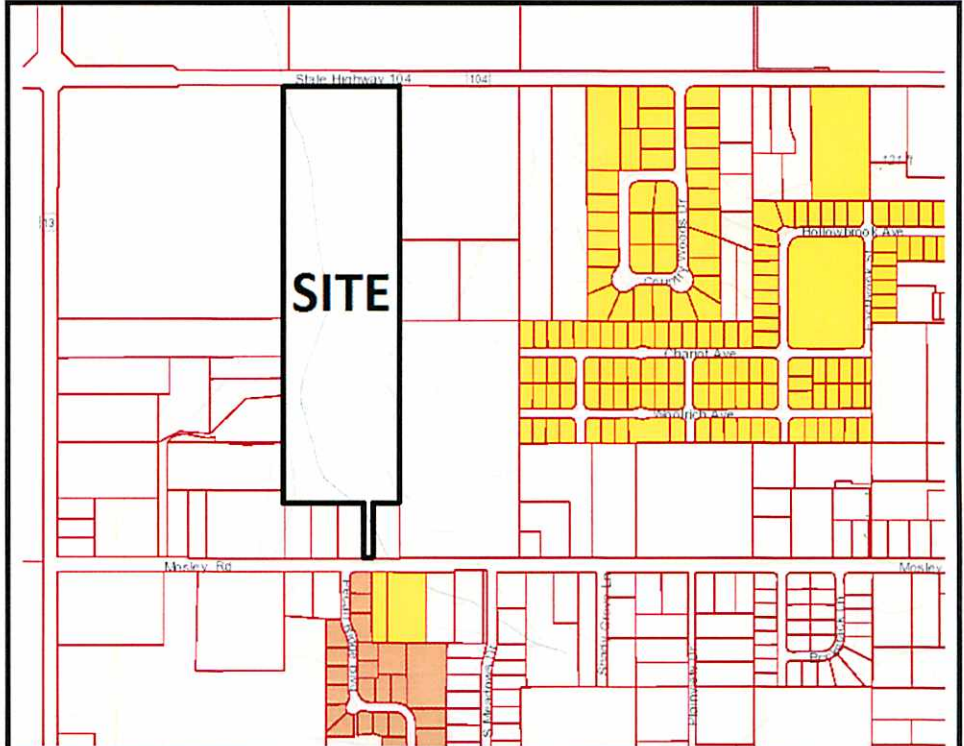
Engineer of record: Dewberry

School District: City of Fairhope Elementary, Intermediate, and High Schools

Report prepared by: Nancy Milford, CAPZO Certified, EIT

Staff Recommendation:
Approval

PC Recommendation:
Approval

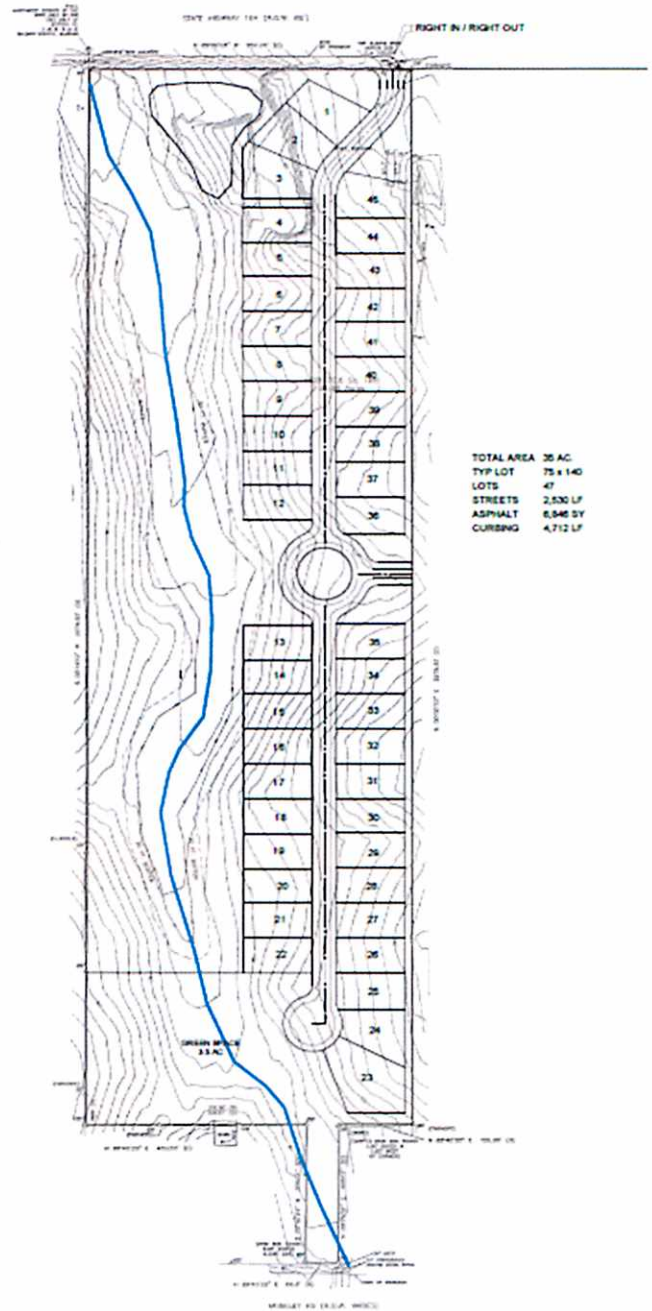
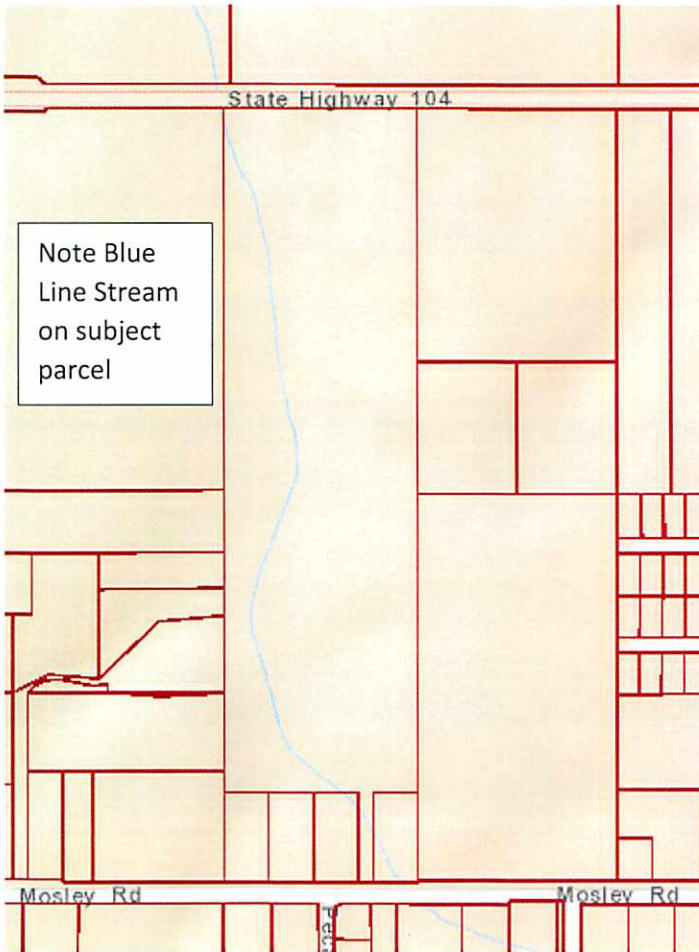


Summary of Request:

Public hearing to consider the request of Billie, LLC to establish initial zoning of R-2 Medium Density Single Family Residential District conditional upon annexation into the City of Fairhope. The property is located on the south side of State Hwy. 104 approximately ½ mile east of County Road 13. The investor in the project are Ms. Rebecca B. Bryars.

Site Description and Site History:

The property is approximately 35.08 acres and connects to Highway 104 on the northern side of the property and Mosley Road on the southern side of the property. The property appears to be undeveloped based on the Baldwin County Mapping system aerials. There is a natural blue line stream feature shown on the subject property, which represents the headwaters to Fly Creek (<https://alabamaflood.com/map>).



2 Fly Creek Watershed Description

Watershed Boundary

Fly Creek is a relatively small perennial stream that flows into Mobile Bay within the city limits of Fairhope in Baldwin County, Alabama. The watershed area that feeds Fly Creek is about 2 miles wide and 4 miles long, encompassing approximately 5,018 acres. The creek itself is approximately 5.3 miles long based on the U.S. Geological Survey (USGS) National Hydrography Dataset (NHD). Figure 1 shows the watershed area on the USGS topographic map. Figure 2 shows an aerial photograph of the watershed. The watershed is located generally east, thence northeast from the mouth of the creek where it enters Mobile Bay.



Figure 1. Topographic Map of Fly Creek Watershed

*Source: Fly Creek Watershed Restoration Project dated March 2013.

While the applicant has not submitted a final concept for a subdivision, the applicant did provide a possible sketch plat to show what would be a reasonable subdivision layout given the natural features of the site.

With an R-2 Zoning Designation, the applicant could build up to 145 units on this site (4.14 Units Per Acre (UPA). However, given the natural feature of the site, the applicant proposes a concept more in line with approximately 45 UPA.

It should be noted that both the subject parcel and the parcel to the north are developing in the headwaters to Fly Creek.

Site Photos:



View of site from Pecan Ridge Sub.



Looking West on Mosley Road, site on right.



View of drainage going toward Pecan Ridge Sub.



Backside of Culvert, with view of subject parcel.



View of site from Hwy 104



View of Culvert on property on Hwy. 104



View of slope from Hwy 104 to Subject Property

Adjacent Property Zoning: The adjacent property is zoned as follows:

To the North: Unzoned

To the East: Unzoned

To the West: Unzoned

To the South: R1 (Low Density Single Family Zoning District) and R-2 (Medium Density Single Family Zoning District), along with unzoned properties.

Additionally, the currently unzoned property to the North is a proposed project that has been submitted to the City of Fairhope Planning Department for conditional annexation to R-2, that is being proposed as a subdivision consisting of 112 lots.

The adjacent properties zoning history is as follows:

Case Number	Applicant	Case Type	Subdivision	Number of Lots	Zoning	PZ Date	Recorded Plat	CC Approval Date
SD-01-09	Harold Thompson	preliminary	Pecan Ridge	30	R-2	5/7/2001		
SD-02-43	Geo Surveying	Preliminary Resubmittal	Pecan Ridge	28	R-2	10/7/2002		
SD-99-36	Ogden Eng	informal	Pecan Ridge	34		9/7/1999		
SD-05-28	Bassett Engineers & Const.	final plat	Pecan Ridge Estates	27	R-2	6/17/2005	06/30/2005	7/25/2005
SD-18-35	Dewberry	Preliminary	North Hills at Fairhope	112	n/a	10/1/2018		

Zoning Cases							
Case Number	PC Date	Development Name	Applicant	Owner	Request	Address	Legal
ZC 18.10	10/1/2018	North Hills at Fairhope	Dewberry	North Hills at Fairhope, LLC	Conditional annexation to R-2	Hwy. 104	PPIN: 98367

Area and Dimensional Standards:

The applicant is proposing simultaneous applications including concurrent annexation into the City of Fairhope, rezoning to R-2 (Medium Density Single Family District).

The R-2 setbacks are as follows:

- 35 feet for the front,
- 35 feet for the rear,
- 10 feet on the sides,
- and 20 feet on street side.

R-2 Zoning allows for a 37% lot coverage for the principle structure with a 30-foot building height. The accessory structures will comply with the R-2 zoning Requirements. Any accessory structures must be behind the rear building line of the principle structure, maintain 10' separation from the principle structures, and have lot coverage of no more than 25% of the required rear yard for each lot.

The proposed area and dimension standards for the property are as follows:

Case # ZC 18-09

District	Min. Lot Size	Min. Lot Width	Front Setback	Rear Setback	Side Setback	Max. Lot Coverage	Max. Building Height
R-2	10,500 sq. ft.	75'	35'	35'	10'	37%	30'

Accessory Requirements:

Dimension District or use	Setbacks				Max. total lot coverage by accessory structure	Max. height	Min. structure separation from principle structure
	Front	Rear	Side	Street side			
All other residential districts	Behind rear building line of principle structure	5'	5'	no nearer than principle structure	25% of required rear yard	30' but no taller than the principle structure	10'

Compatibility analysis: 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.

On the micro (Buffer)-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.

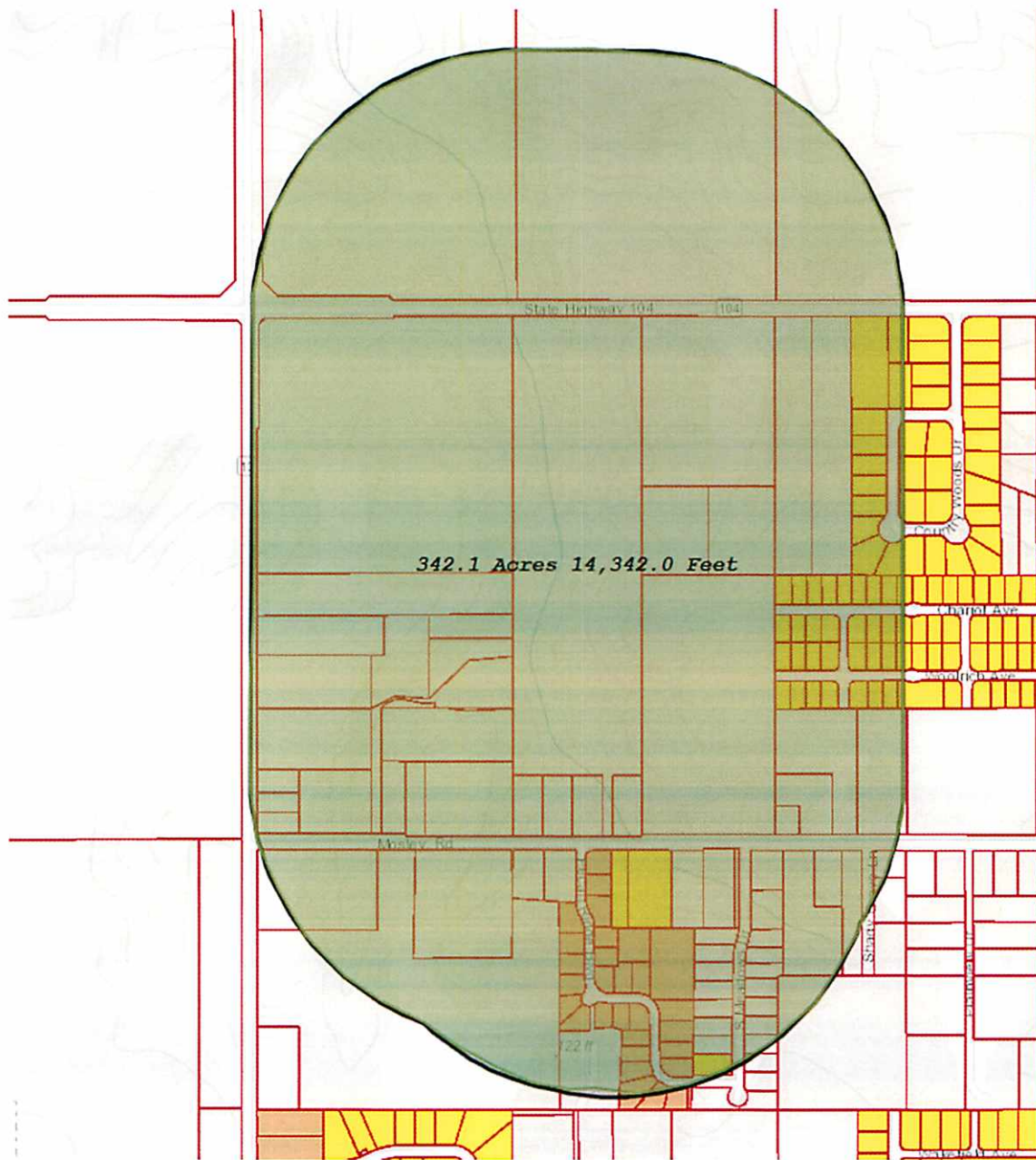
As a result, incompatible land uses may negatively affect property values and the quiet enjoyment of property.

Buffer Level (Micro) Compatibility:

Staff evaluated compatibility at the buffer level by comparing the development density of the proposed development to the development density of the adjacent areas and surrounding neighborhoods.

Buffer Area: The buffer limit around the subject property was chosen at a ¼ mile (1320 ft.). The entire buffer is approximately 342.1 Acres.

The following City zoned properties fall within the buffer area: Portions of Country Woods Subdivision (R-1 Zoning), Portions of Hollowbrook Subdivision (R-1 Zoning), Pecan Ridge Subdivision (R-2 Zoning), and three individually R-1 zoned properties.



Quarter Mile Buffer Surrounding the Subject Property

Weighted Averages:

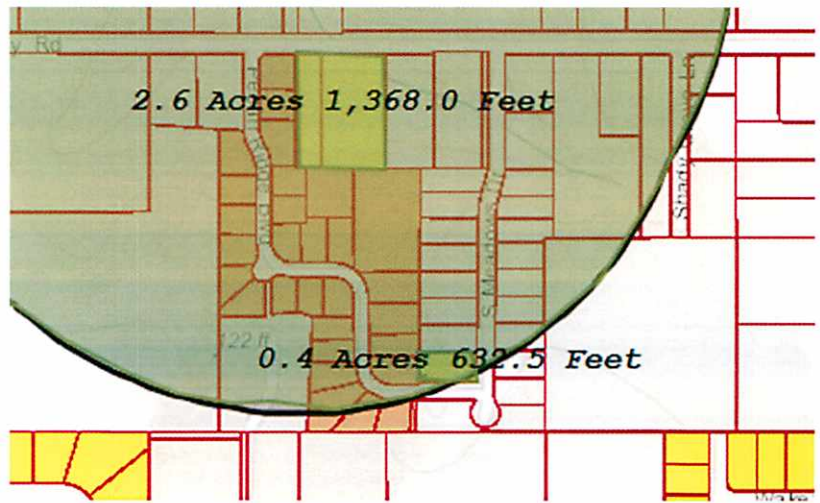
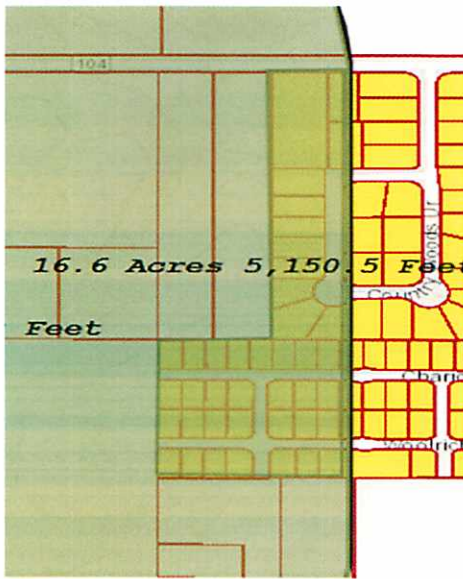
Total Buffer Area-Subject Property
 342 Acres-35 Acres = 307 Acres

R-1 Summary:

R-1 Zoned Properties Acreage:

	Acreage	Percentage of the Buffer:
Hollowbrook area within the buffer=	16.6 Acres	5.4
3 individual properties =	2.6 Acres	.85
R-1 within Pecan Ridge Subdivision =	.4 Acres	.13
Total Area of R-1 within the buffer =	19.6 Acres	6.38

R-1 Area- 3 Individual Lots



R-1 Area-Hollowbrook Subdivision

R-1 Allowable Density: $43560/15,000= 2.9$ units per Acre

R-1 Zoning allows 2.9 UPA. Based on the amount of R-1 Zoning within the defined buffer boundary, R-1 zoning exists in approximately 6.38% of the buffer area.

R-2 Summary:

R-2 Zoned Properties Acreage:

Pecan Ridge Subdivision East Side: 6.6 Acres

Pecan Ridge Subdivision West Side: 4.2 Acres

Total Area of R-2 within the buffer = 10.8 Acres

Average Density for R-2: $43560/10,500= 4.15$ Units per Acre

Percentage of the Buffer:

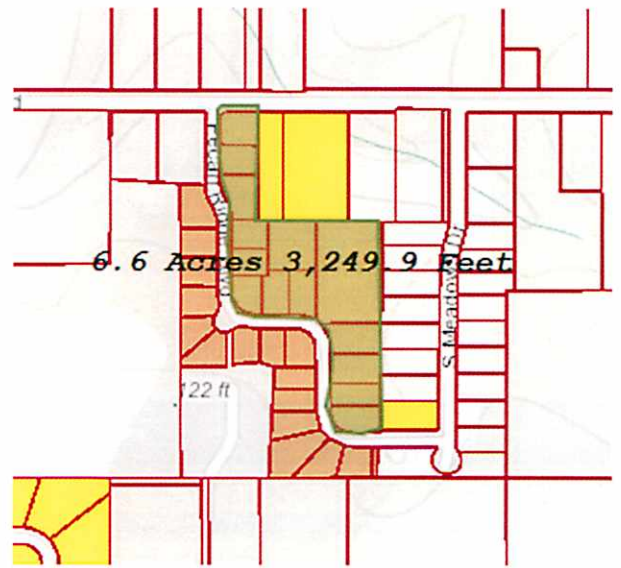
2.14

1.36

3.5



Zone East Side of Pecan Ridge Subdivision



R-2 Zone West Side of Pecan Ridge Subdivision

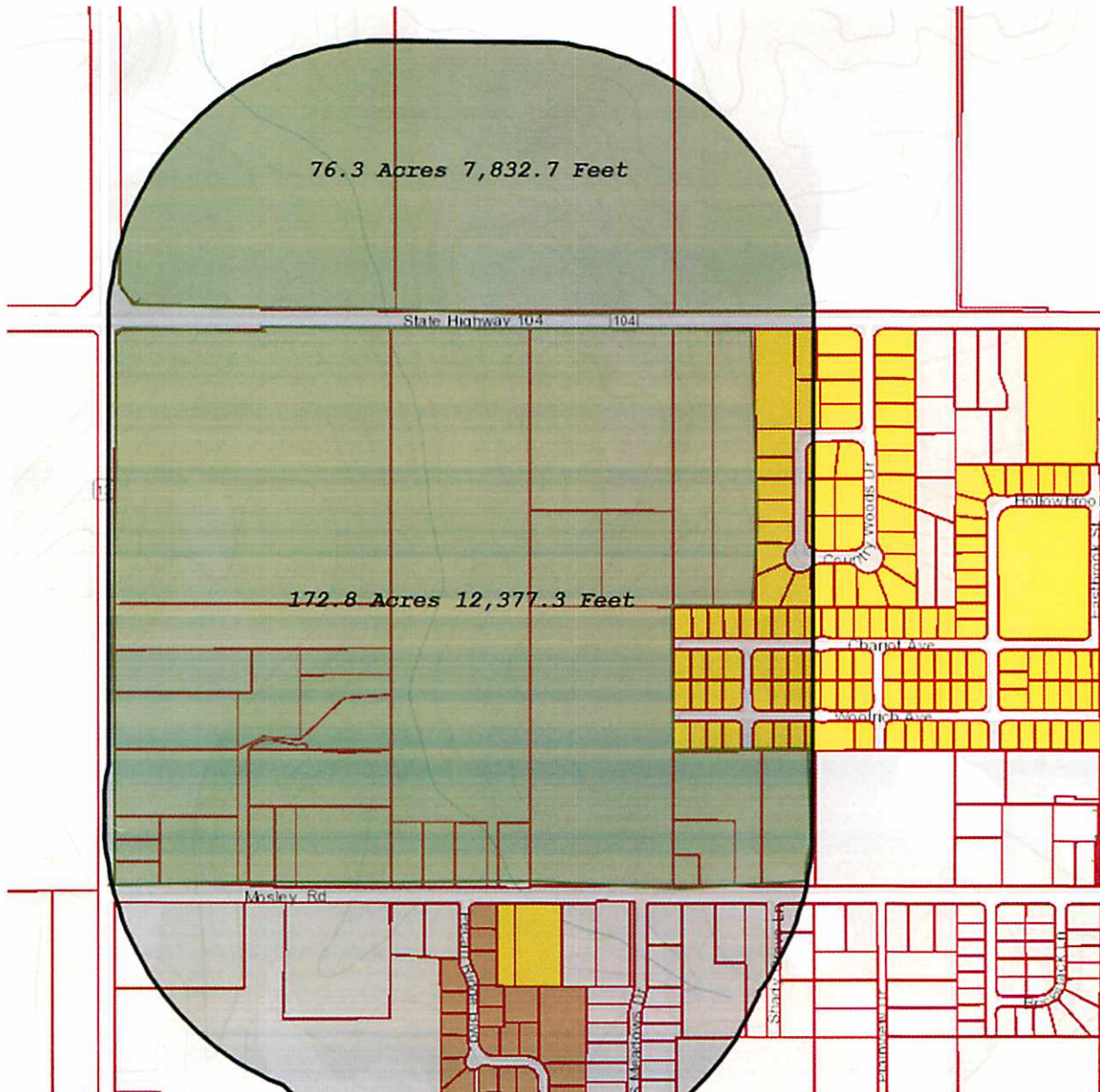
R-2 Zoning allows 4.15 UPA. Based on the amount of R-2 Zoning within the defined buffer boundary, R-2 zoning exists in approximately 3.5% of the buffer area.

Note: The applicant is proposing R-2 Zoning District which would allow 4.15 UPA; however, the applicant contends that with the natural feature of the site would actually accommodate 45 lots on the 35.06 acres (1.28 UPA).

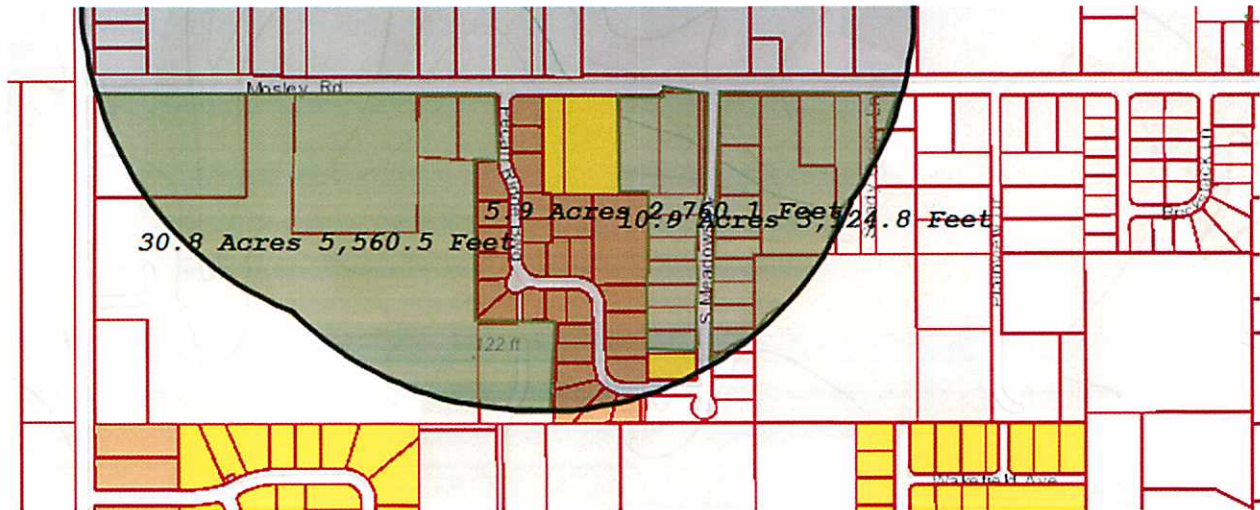
Unzoned Summary:

Unzoned Area:		Percentage of Unzoned:
Unzoned North:	76.3 Acres	24.85
Unzoned Central:	172.8 Acres	56.02
South West:	30.8 Acres	10.3
South Central:	5.9 Acres	1.92
South East:	10.9 Acres	3.55
	296.7	96.64

Development Density for Unzoned Property Allowable: $15,000/43560=2.9$ units per Acre



Unzoned North and Central Area



Unzoned Southern Portion Area

Unzoned property allows 2.9 Acre based on the minimum required lot size of 15,000 sf. This would not include multi-occupancy density which can vary and is allowed on unzoned Baldwin Property. Based on the amount of unzoned property within the defined buffer boundary, the percentage of unzoned property within the buffer area is approximately 96.6.

Weighted Average Density Allowable:

R-1 = .068 X 2.9 UPA = .197 UPA

R-2 = .035 X 4.15 UPA = .145 UPA

Unzoned = .97 X 2.9 UPA = 2.81 UPA

Proposed R-2 Zoning for the Site Allowable is 4.15 UPA

Weighted Average Density Actual:

R-1 = 41 lots/19.6 Acres = 2.09 UPA

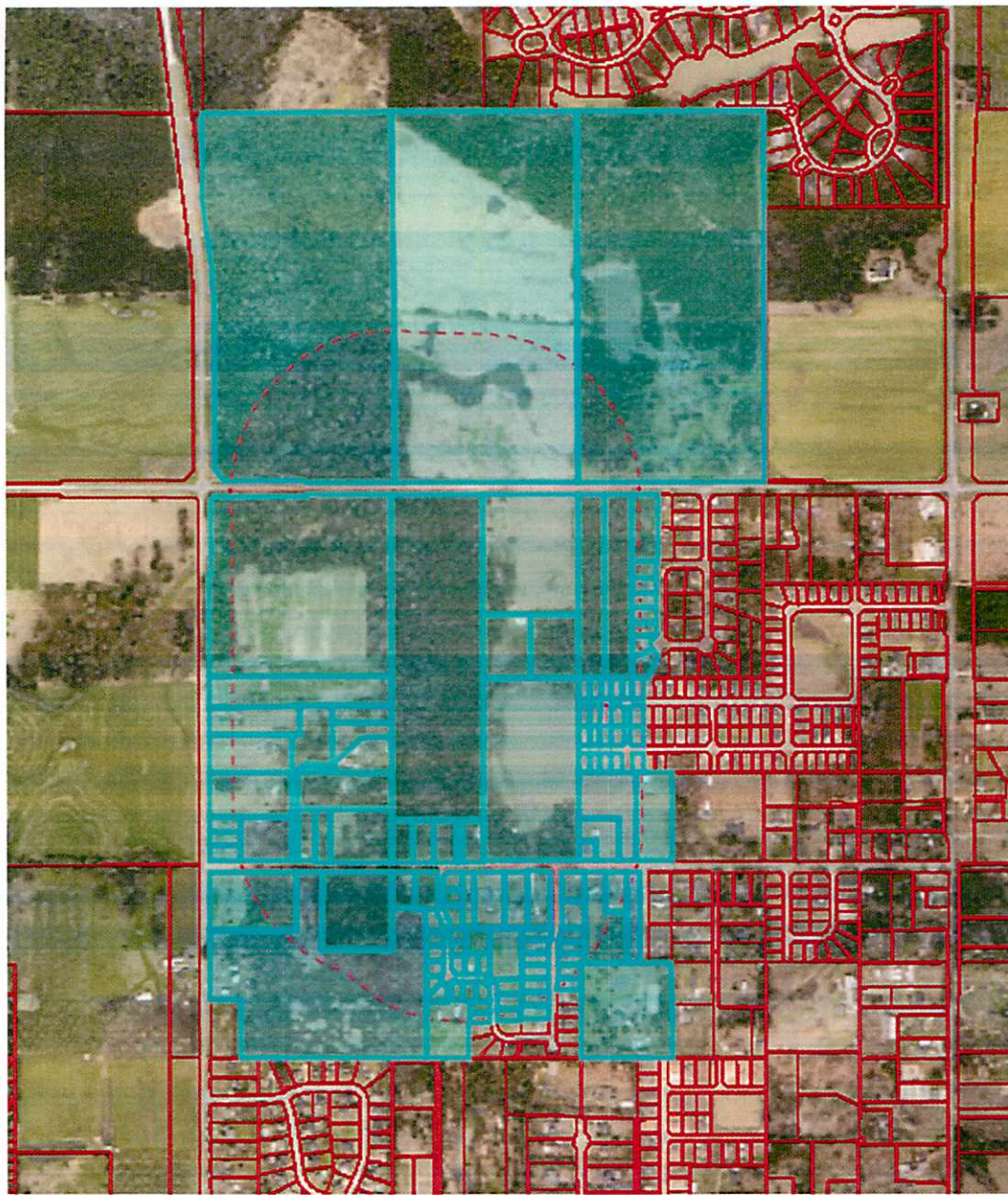
R-2 = 29 lots/10.8 Acres = 2.6 UPA

Unzoned = 36 Lots 296 Acres = .12 UPA

Proposed R-2 Zoning for the Site Actual (based on site topography) is 1.28 UPA

The number of units proposed (based on the topographic features of the site and the general conceptual sketch) is approximately 1.28 UPA, which is less than the weighted density actual but more than the weighted average allowable. However, the proposed density falls generally between the allowable and actual densities.

This being said, the allowable units per acre for R-2 per the City of Fairhope Zoning Ordinance is 4.15 UPA. It is only the topographic features of the site that create a "limited" density of 1.28.



Aerial View of lots within the Buffer

Staff prepared the compatibility analysis as a matter of course. However, based on the above aerial, on the fact that the only zoning in the quarter mile buffer around the site consists of R-1 and R-2 Zoning Districts, and on the applicant's zoning request being consistent with the R-1 and R-2 Zoning designations within the buffer, staff supports the request for rezoning. There would be some increase in traffic in the surrounding area but it is not anticipated to be significant due to the predominately rural nature of the property and surrounding area. The requested zoning (R-2) accommodates a less intense use/density than if the property were to remain unzoned. Unzoned property potentially can accommodate commercial use and a much higher density in terms of multi-occupancy projects.

Comments:

1. **Compliance with the Comprehensive Plan:** The applicant's request is not contrary to the Comprehensive Plan. Comprehensive Plan shows a village node at the intersection of Hwy. 181 and Hwy 104 with a predominately residential land use shown in the vicinity of the subject property

between Hwy 13 and Hwy 181. The applicant is requesting R-2 Zoning Designation which is consistent with the surrounding zoned parcels and the land use pattern of the Comprehensive Plan.

2. **Compliance with the standards, goals, and intent of the City of Fairhope Zoning Ordinance:** The applicant is requesting the property be rezoned to R-2. Any development proposed for the site shall comply with all of the area and dimension standards of the Zoning Ordinance for R-2.
3. **The character of the surrounding property, including any pending development activity:** The surrounding property could be characterized as predominately rural agricultural at this time. However, some portions of the immediate adjacent properties to the south and east of the subject parcel are zoned R-1 and R-2. The requested zoning is consistent with the residential character of the adjacent parcels.
4. **Adequacy of public infrastructure to support the proposed development:**

The City of Fairhope Director of Operations has provided verification that the infrastructure for gas, water and sewer is available to support R-2 Zoning at this location. Electrical will be provided by other utility companies.

Storm Water Management: there are no existing public storm water systems adjacent to this property. If developed, the design shall include all required storm water improvements and all these infrastructures shall be designed and constructed to minimum City Standards.

Local Street Access: there are no existing public municipal local streets serving this property. If developed, the design shall include all required local street improvements and all these infrastructures shall be designed and constructed to minimum City Standards.

Collector/Arterial Access: State Highway 104 is under the jurisdiction of ALDOT. The City of Fairhope Public Works Department has on oversight concerning connection to or improvement of. Any connection and/or improvement will be subject to permitting by ALDOT.
5. **Impacts of on Natural Resources, including existing conditions and ongoing post-development conditions;** The R-2 Zoning designation would allow the property to be developed as a subdivision. If this were the case, the applicant would be required to come into compliance with the City of Fairhope Subdivision Regulations and any applicable regulatory authorities related to the stream and natural features of the site.

According to the Baldwin County ISV Mapping System and the Alabama Office of Water Resources/ADECA (previously cited), a Blue-line stream runs the length of the property. If the property is developed as a subdivision, the subdivision regulations requires the following: **Article IV 1.b.(18) Applicants shall provide site data and all applicable permits relative to items such as soils, wetlands, flooding, drainage, natural features and potential archeological features. Article V Section F 4-. Stream Buffers would apply and any proposed development would be required to be in compliance with these buffer requirements for the stream and wetlands.**

This subject parcel is located in a critically sensitive area within the Fly Creek Watershed. The City of Fairhope Red Soils Ordinance (Ord. 1423) defines a critically areas as follows: Environmentally and ecologically sensitive areas to include but not limited to high risk areas for erosion and/or within 100' of floodplains, wetlands, watercourses and gullies.

The City of Fairhope has two ordinances that will apply to environmentally sensitive areas; the City of Fairhope Red Clay Ordinance and the Wetlands Ordinance (Ordinance 1370).

Staff also contacted the applicant with regards to the natural features of this site. The site contains a stream which is a state water body. The applicant states that “this project is in the initial stages of engineering and site design. One of the first steps is to evaluate the property by conducting a wetland delineation. The subdivision will then be designed based on the natural features of the site and topography. It is the intention at this point to have no impacts to the stream or wetlands, therefore there is no reason to consult with USACE. Should an impact to wetlands or a stream crossing be required, agency (USACE) coordination will be required. The site will require an ADEM NPDES permit which will be requested and obtained in advance of land disturbance. The site does not fall within an ADEM impaired watershed, nor does it fall within an ADEM priority watershed. The site is within Flood Zone X. “

Site falls within Flood Zone X as represented on the attached flood maps from 2007 and this parcel has no proposed change in the new proposed FEMA maps.

Staff met with the Building Official with regards to any potential concerns with flood zones on this site. His comments are as follows: “There is a portion of Fly Creek that runs through the property. While this area is not designated on the FEMA flood maps as a flood zone, it is only because the flood study for the 2017 map updates stopped short of this parcel. The same creek bed is formally designated on the 2017 flood maps both upstream and downstream of this site. Prior to development or construction, the Building Dept will require a detailed flood study of the creek bed to determine possible flooding hazards.”

6. **Compliance with other laws and regulations of the City;** The property is located within the City of Fairhope Planning, Permitting, and Police Jurisdictions. Any subdivision development proposed would be required to be in compliance with the City of Fairhope Wetlands Ordinance (Ordinance Number 1370) and Red Soils Ordinance (Ordinance Number 1423). The Landscape Ordinance would also apply at this location. The subdivision and zoning ordinance will also apply to any development at this location
7. **Compliance with other applicable laws and regulations of other jurisdictions;** This project is currently unzoned. Baldwin County is the lead agency of authority at this time. When the property becomes annexed within the City of Fairhope Corporate Limits, the City of Fairhope will become the lead agency as the property is located within the City of Fairhope Police, Permit and Planning Jurisdictions. The property fronts on State Highway 104 and Baldwin County “Mosley Road”. Any type of restrictions regarding these rights of ways would have to go through the State Transportation Department and Baldwin County.

There are natural features of the property which may have federal and state protections. The applicant is responsible for compliance with any applicable requirements. The applicant shall notify if any of the above requirements.

8. **Impacts on adjacent property and surrounding neighborhoods including noise, traffic, visible intrusions, potential physical impacts, and property values:** The applicant has not provided any information regarding traffic as a part of this application. A letter from a traffic engineer stating addressing the need for a traffic study will required was provided at the time of subdivision application. The proposed re-zoning of the property is not anticipated to significantly increase noise as the majority of the area is rural and residential. Staff anticipates some increase of traffic if the

applicant ultimately chooses to develop the parcel into single family lots. Based on R-2 sized lots (10,500 sf), the maximum number of lots would be 145 that could be place within the 35 acres; however, due to the natural features on the site (stream) the actual number of lots is anticipated to be a much lower number of lots. In the applicant's conceptual sketch (attached) shows the lot can accommodate 45 lots.

Recommendation: Staff recommends the requested conditional annexation to R-2 (Medium Density Single Family Residential District) be approved.

Planning Commission Recommendation:

The City of Fairhope Planning Commission, at its October 1, 2018 regular meeting, unanimously recommended the requested conditional annexation to R-2 Medium Density Single Family Residential District be **APPROVED** with the following vote: AYE - Art Dyas, Charles Johnson, Ralph Thayer, Lee Turner, Hollie MacKellar, Richard Peterson, Clarice Hall-Black, and Jack Burrell. NAY – none.

ORDINANCE NO. _____

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

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

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

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

The property of The Bills' No. 2, LLC and Fairhope Single Tax Corporation generally located on the west side of Lawrence Road approximately ¼ mile north of Gayfer Avenue, Fairhope, Alabama.

PPIN #: 369809 and 369810

Legal Description: (Case number ZC 18.12)

LOT 2 OF THE BILLS' NO. 2 SUBDIVISION AS SHOWN BY A MAP OR PLAT THEREOF, RECORDED AT SLIDE 2582-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

AND

LOT 3 OF THE BILLS' NO. 2 SUBDIVISION AS SHOWN BY A MAP OR PLAT THEREOF, RECORDED AT SLIDE 2582-F, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA.

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

The property is hereby initially zoned R-2 Medium Density Single Family Residential District concurrent with annexation into the City of Fairhope. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

ADOPTED THIS 28TH DAY OF JANUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

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ADOPTED THIS 28TH DAY OF JANUARY, 2019

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.

- Options for zoning: R-1 Zoning, R-2 (Zoning Request) with a checked box for R-2.

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

Handwritten signatures and printed names of Michael C. Bill and C. Michael Daulton, Sec. FSTC.

Signature of Petitioner and Print petitioner's name lines.

Physical Address of property being annexed:

Petitioner's Current Physical Address and Mailing Address: THE BILLS NO.2 LLC, PO BOX 1659, ROBERTSDALE, AL 36567.

Telephone Number(s): Home and Work.

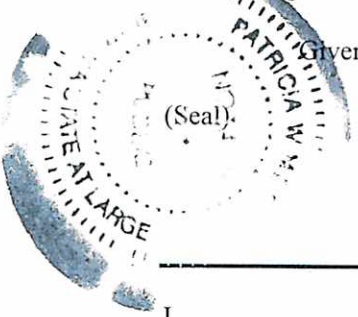
County Tax Parcel Number: 05-46-01-11-0-000-001.622 & 05-46-01-11-0-000-001.621 LOT 3 LOT 2

U.S JUSTICE DEPARTMENT INFORMATION

- Size of property (acres or square feet) 31.93 AC (LOT 3) & 22.00 AC (LOT 2)
- If property is occupied, give number of housing units 0
- Number of Persons residing in each unit, and their race 0
- If property is unoccupied, give proposed use TWO SINGLE-FAMILY SUBDIVISIONS
- If property is being developed as a subdivision, give subdivision name
TRACERY (LOT 3) & RIVERHORSE (LOT 2)
- Number of lots within proposed subdivision TO BE DETERMINED

I, Patricia W. Moore a Notary Public in and for said State and County, hereby certify that Michael C. Bill 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 31 day of September 20 18.



Patricia W. Moore
Notary Public

My commission expires 5-27-2020

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

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal)

Notary Public

My commission expires _____

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

Given under my Hand and Seal this _____ day of _____, 20 _____,

(Seal)

Notary Public

My commission expires _____



City Council

January 2019

Conditional Annexation and Rezone

Case: ZC 18.12 Lot 2 & 3, The Bills' No. 2

Project Name:

Lot 2 & 3, The Bills' No. 2

Project Type:

Rezoning/Conditional Annexation

Jurisdiction:

Unincorporated Baldwin County

Zoning District:

Unzoned

PPIN Number:

369809 and 369810

General Location:

East of State Hwy 181, South of State Hwy 104 and North of Gayfer Road Extension

Engineer:

Dewberry Engineers, Inc.

Applicant:

The Bills' No. 2, LLC

School District:

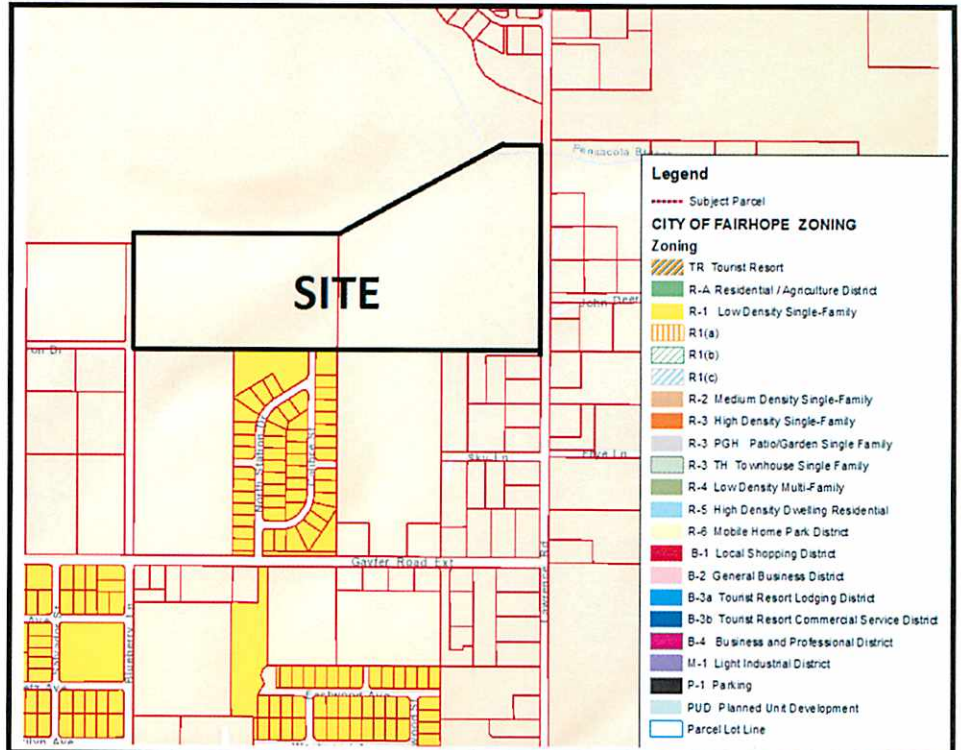
Fairhope Elementary, Middle and High schools

Staff Recommendation:

Approve

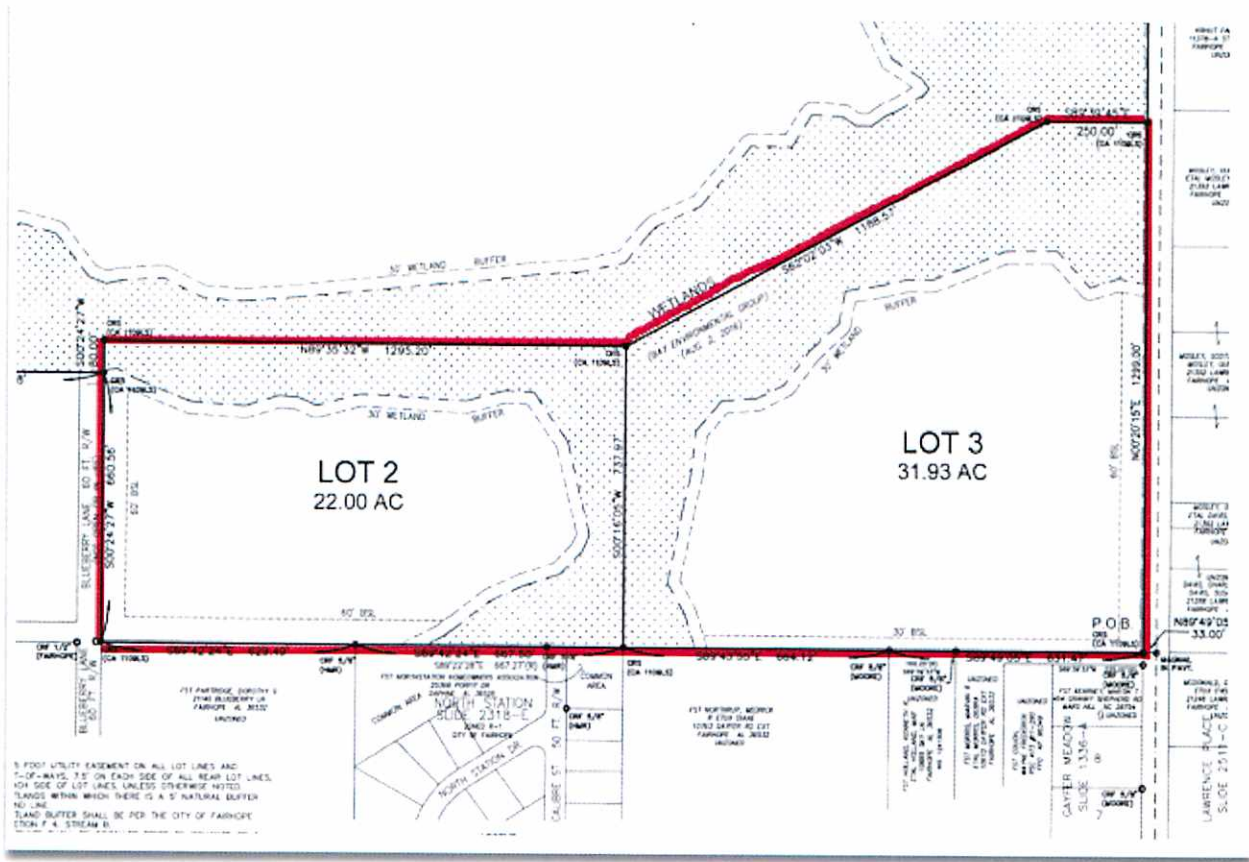
PC Recommendation:

Approve



Summary of Request:

The applicant is requesting to conditionally annex approximately 53.93 acres conditioned upon a rezoning to R-2 Medium Density Single-Family Residential District. The 53.93 acres represents lots 2 and 3 of the Bills' No. 2 Subdivision recorded on December 27, 2016.



The request for conditional annexation is pursuant to the following:

City of Fairhope Zoning Ordinance

Article 1. C 6.

Newly Annexed Land

Property annexed into the City shall be zoned according to the following:

- a. Property shall have any zoning designation given to it by the City Council according to the procedures specified in this ordinance.***
- b. Where no designation is given by the City Council and the property is otherwise un-zoned, it shall be classified as R1 – Low Density Single Family Residential District.***
- c. Property annexed into the City that is zoned by Baldwin County shall be classified as the most similar district at the time of application, unless a different classification is given by the City Council. The Director of Planning and Building shall make the determination of the most similar district. Similar classifications do not require due process and public notice procedures before the Planning Commission or the City Council. These requests are considered directly by the City Council at the time of annexation consideration. If the applicant requests a different zoning district then the case shall follow the annexation contingent on zoning procedures.***

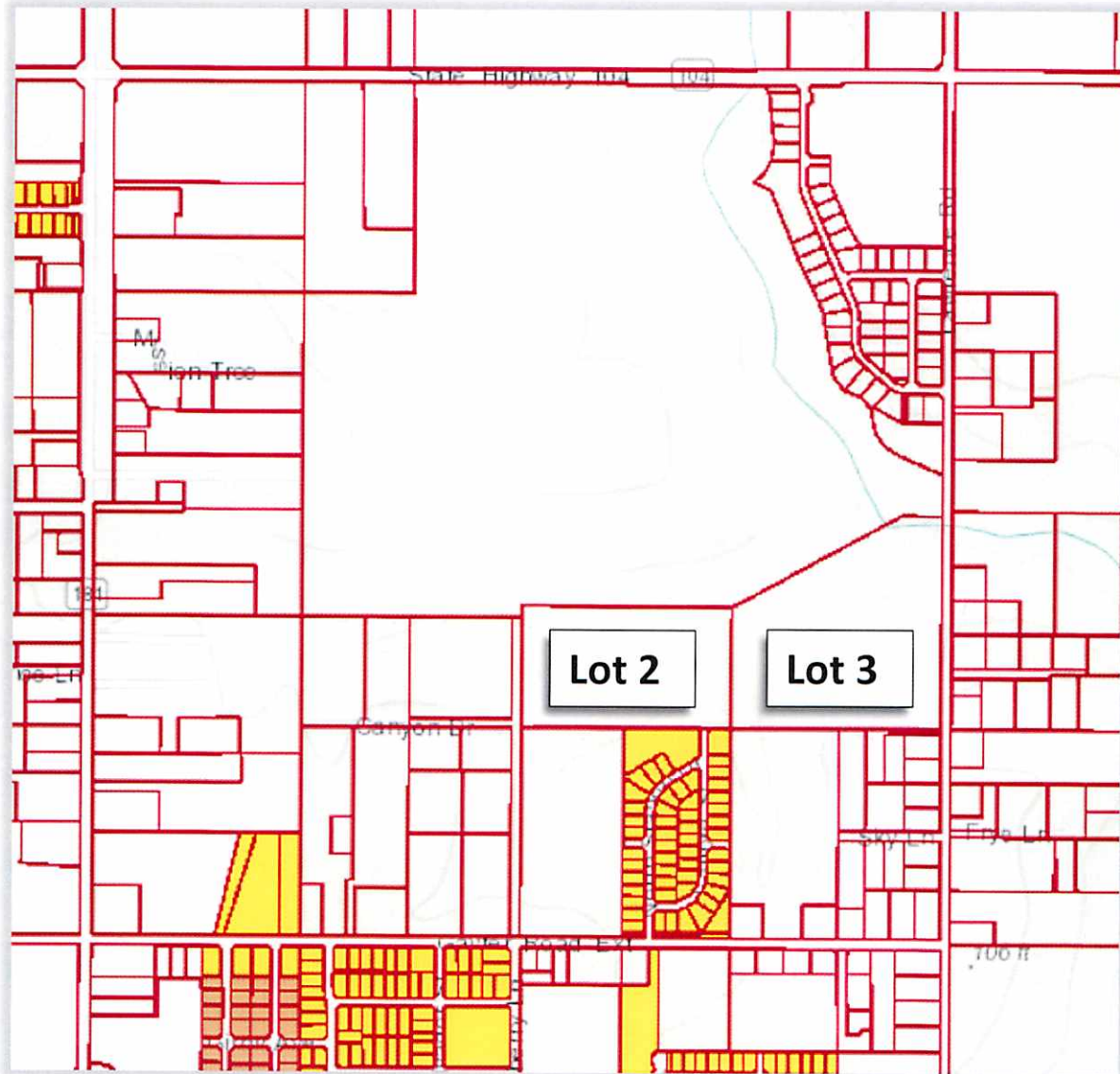
Zoning History of Nearby Properties:

The image below is taken from the City of Fairhope online Map viewer. The subject annexation and rezoning of properties are indicated as Lot 2 and 3 below. The areas in yellow are zoned R-1 - Low Density Single-

Family Residential District and the areas in brown are zoned R-2 Medium Density Single-Family Residential District.

The development abutting the subject properties to south is the North Station neighborhood. All other areas around it is unzoned properties located in unincorporated Baldwin County. The abutting North Station development was annexed by the City on January 23, 2006 and platted in 2007, with 49 lots with the smallest lot being 0.24 acres. Additionally, the properties within the corporate limits south of Gayfer Road Extension is part of the Gayfer Estates Plantation platted in 2004. It is zoned R-1 Low Density Single-Family Residential District and the smallest lot there is 0.26 acres (approximately 11,300 sq.ft.). The existing zoning does not necessarily correspond to the existing density as these subdivisions were developed in the County and then annexed into the City voluntarily. Per the Zoning Ordinance, voluntary annexations automatically come into the City as R-1 Low Density Single-Family Residential District.

The minimum lot size for R-1 Low Density Single-Family Residential District is 15,000 sq.ft. with a minimum lot width of 100'. The minimum lot size for R-2 Medium Density Single-Family Residential District is 10,500 sq.ft. with a 75' minimum lot width. Many of the R-1 zoned developments do not appear to meet the minimum lot sizes and minimum lot width i.e. North Station, Gayfer Estates, Falls Creek, River Station, and therefore the current zoning of R-1 appears to be inconsistent with the actual development of the subdivisions. The R-2 Medium Density Single-Family Residential District appears to be more consistent with the pattern of development of these developments.



Current Conditions:

The subject property is currently undeveloped containing cultivated fields but does contain wetlands.

Comments:

Fairhope Zoning Ordinance

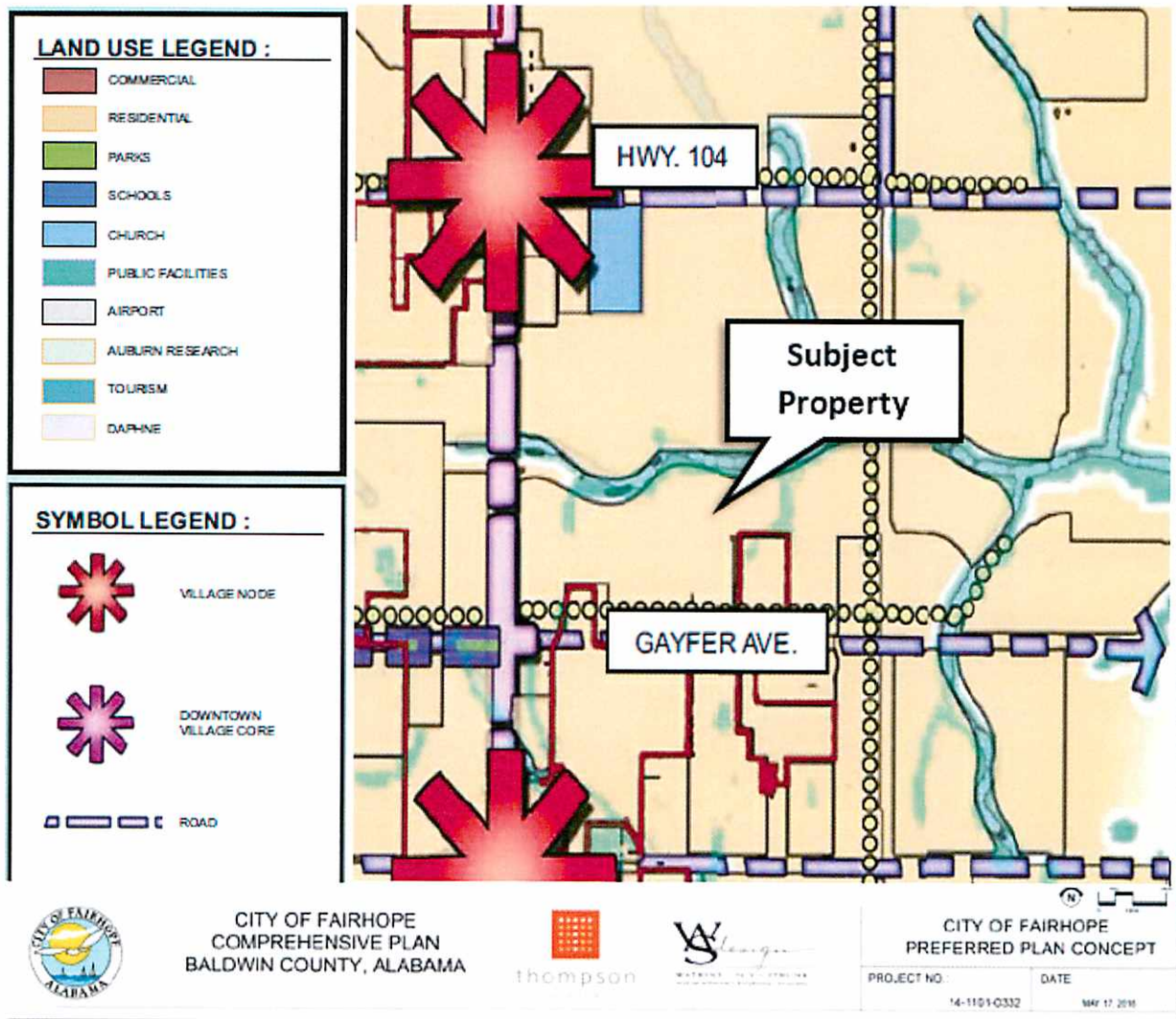
Article II.C(e).

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

(1) Compliance with the Comprehensive Plan;

Response:

The requested zoning is R-2 Medium Density Single-Family Residential District which is comprises the majority of the residential zoning in the City. The subject property is categorized as a residential in the Comprehensive Plan. Therefore, the requested zoning is consistent with the Comprehensive Plan guidance in terms of residential use. The comprehensive plan calls for higher densities for immediate areas around Villages. The villages are to be more dense (more units per acre) and then transition to lower density development patterns¹. The subject property is located between to Village Nodes. Based on the transitional densities discussed in the Comprehensive Plan and the adjacency of the Village Nodes, staff suggests that a residential medium density is consistent with the Comprehensive Plan.



¹ Fairhope Comprehensive Plan, Page 34.

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

Response:

The purpose of the R-2 Medium Density Single-Family Residential District is to provide a medium density single family urban residential district, with lots of moderate size. The subject property, Lots 2 and 3 Bills Subdivision, equals approximately 53.93 acres.

Table 3-2: Dimension Table - Lots and Principle Structure

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

a. Structure may exceed the building height provided the lot width is increased by 10 feet for each additional foot in height

If the rezoning is approved, any subsequent subdivision plat must conform to the R-2 standards.

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

Response:

The R-2 lot size of 10,500 sq.ft. equates to an approximate gross density of 4.14 dwelling units per acre (43,560sq.ft./15,500sq.ft.). However, the net density for a subdivision is generally less as the rights-of-way required for internal roads, which are dedicated to the City, typically reduce the total developable space by approximately 15%. In this case, the Bills No. 2 Subdivision, also includes wetlands and wetland buffers, reducing the developable area even further.

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

Response:

Fairhope Utilities gas is available for the subject property. Fairhope Utilities Water has an 8-inch main adjacent to the subject properties. Fairhope Utilities Sewer is also located near the subject properties. A letter of utility availability has been provided to the developers of the subject properties.

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

Response:

The current plat, Bills No.2 Subdivision, shows the 30' required wetland buffer as required by the Wetland Ordinance. During and post development, this wetland buffer will continue to be enforced.

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

Response:

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

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

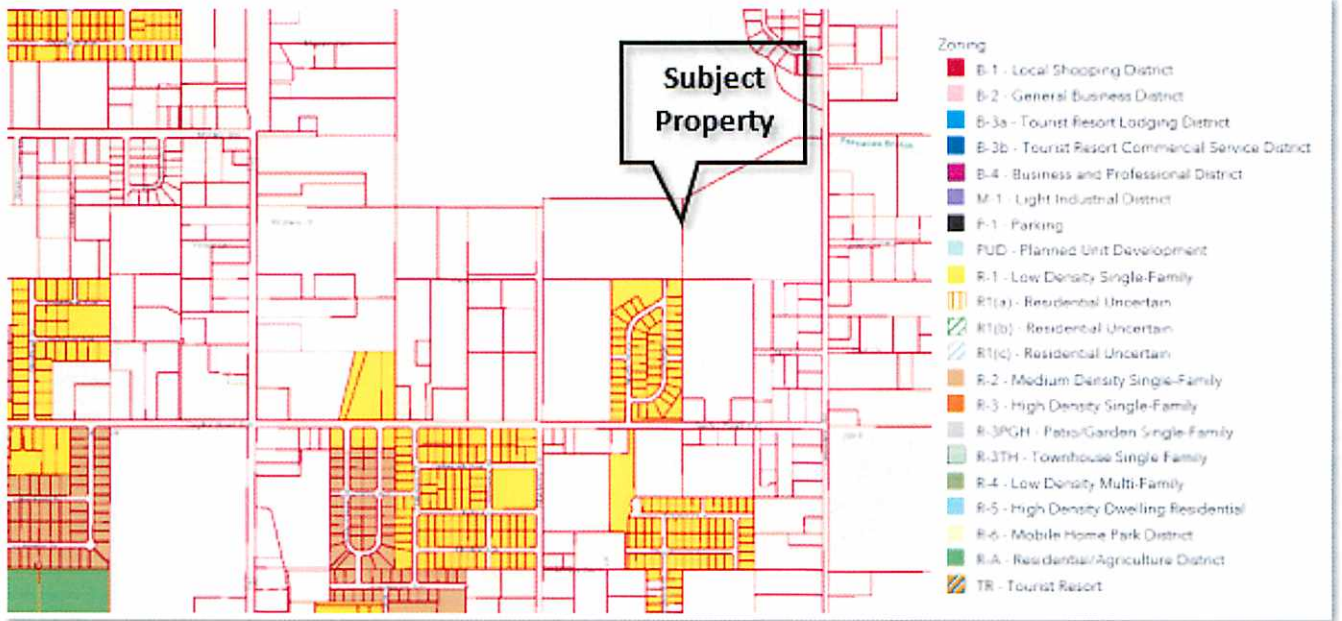
Response:

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

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

Response:

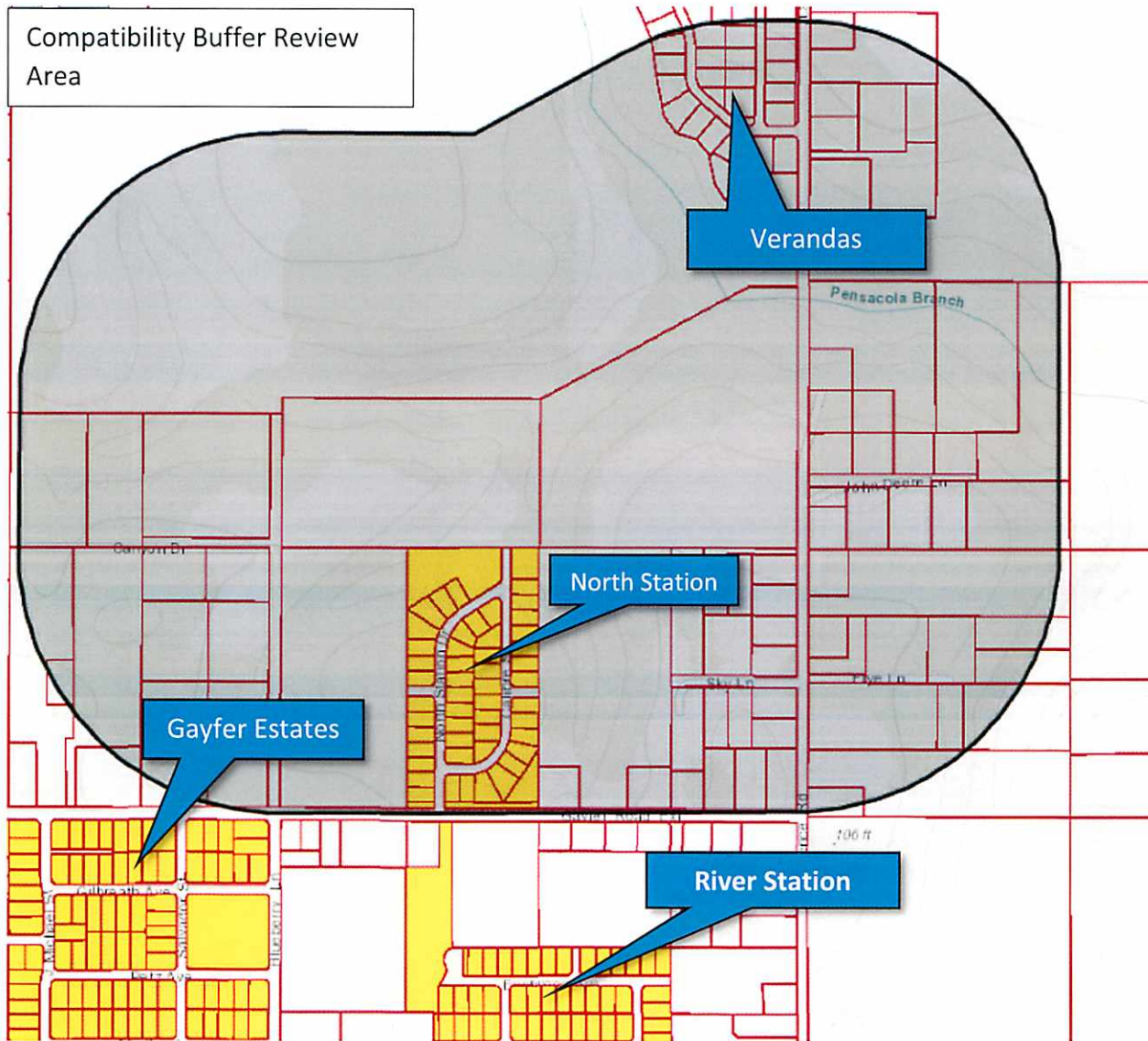
Although the adjoining and nearby developments are zoned R-1, the R-2 is primarily a residential use with a medium density. The property adjoining and connecting to the subject property is also residential.



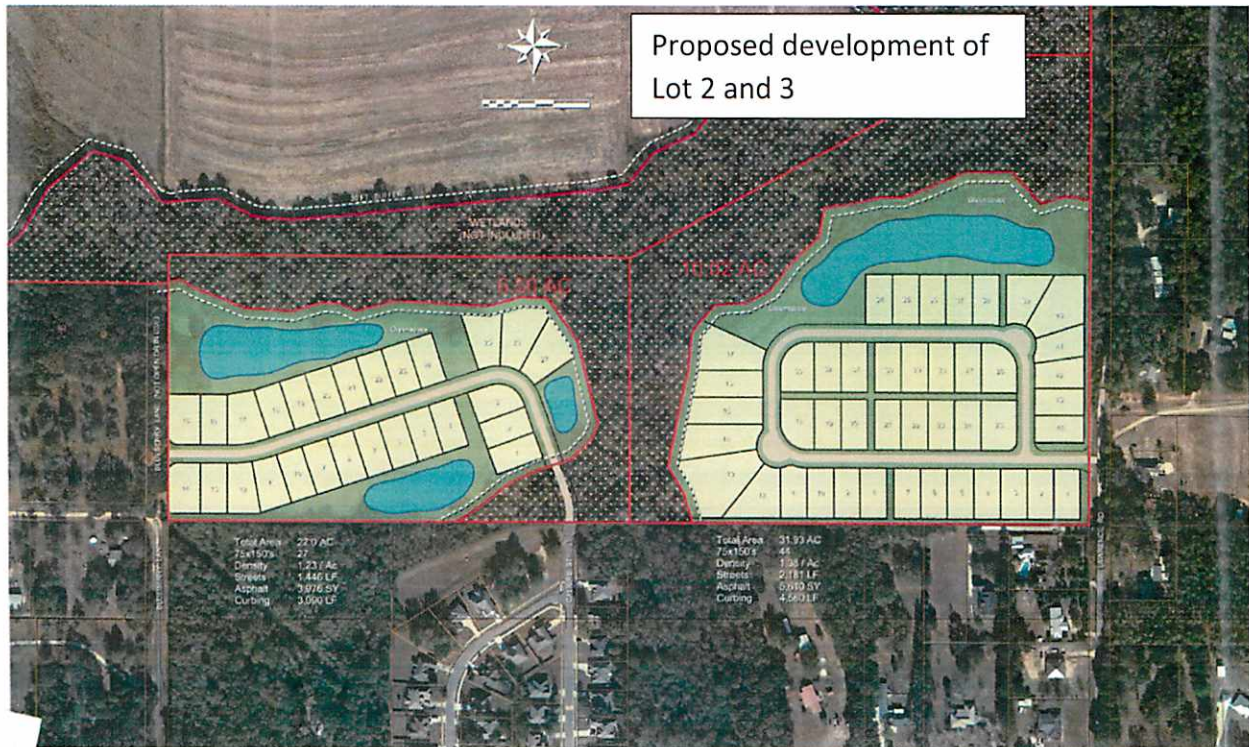
(9) Impacts on the surrounding neighborhood including noise, traffic, visible intrusions, potential physical impacts, and property values.

Response:

Staff conducted a compatibility analysis for the subject property.



The development immediately adjoining to the south is North Station (see image below) which was platted on December 28, 2016. The lot sizes in North Station range between 10,500 sq.ft. and 11,500 sq.ft. with a resulting density of approximately 2.48 units per acre.



The above proposed development lot lay out accompanied the rezoning and conditional annexation request. The development lot lay out represents a density of 1.23 – 12.6 dwelling units per acre. The compatibility analysis weighted allowable density, considering unzoned undeveloped (2.9 du's per acre) and the zoned developed area (North Station 2.48 du's per acre) is 2.76 dwelling units per acre.

Staff Recommendation:

Staff recommends **APPROVAL** of the rezoning to the R-2 Medium Density Single-Family Residential District and the conditional annexation.

Planning Commission Recommendation:

The Planning Commission of the City of Fairhope, at its November 5, 2018 regular meeting, unanimously recommended **APPROVAL** of the rezoning to the R-2 Medium Density Single-Family Residential District and the conditional annexation.

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 Eva M. Raley generally located at 814 N. Greeno Road, Fairhope, Alabama.

PPIN #: 43891

Legal Description: (Case number ZC 18.08)

LOT 1 OF ART'S SUBDIVISION AS PER ITS PLAT RECORDED IN MAP BOOK 11, PAGE 181 IN THE JUDGE OF PROBATE'S OFFICE, BALDWIN COUNTY, ALABAMA, LESS AND EXCEPT THAT PORTION LYING ON THE WEST SIDE OF SAID LOT FOR THE WIDENING OF GREENO ROAD.

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

1. That, the following development regulations shall govern:
 - a. Parking shall be in the rear.
 - b. Drive-thru lanes and windows are prohibited.
 - c. Automobile repair is prohibited.

The property is hereby rezoned from R-1 Low Density Single Family Residential District to B-2 General Business District. This property shall hereafter be lawful to construct on such property any structures permitted by Ordinance No. 1253 and to use said premises for any use permitted or building sought to be erected on said property shall be in compliance with the building laws of the City of Fairhope and that any structure shall be approved by the Building Official of the City of Fairhope and that any structure be erected only in compliance with such laws, including the requirements of Ordinance No. 1253.

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

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

ADOPTED THIS 28TH DAY OF JANUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

DESCRIPTION AND CERTIFICATION FOR SURVEY NO: 2003 - 137

I, Seth W. Moore, a registered land surveyor, hereby state that all parts of this survey and drawing have been completed in accordance with the requirements of the Minimum Technical Standards for the Practice of Land Surveying in the State of Alabama to the best of my knowledge, information and belief, this is a true and correct map of the following description.

Lot 1 of ART'S Subdivision as per its plat recorded in Map Book 11, Page 181 in the Judge of Probate's Office, Baldwin County, Alabama, LESS AND EXCEPT that portion lying on the West side of said lot for the Widening of Greeno Road.

I further state that the improvements presently situated on said property are located within the boundaries thereof; that there are no encroachments upon said property by buildings or fences situated on adjoining property; and that there are no joint driveways, easements, nor rights-of-way *visible on the surface, except as noted hereon.*

All according to my survey made this the 28th day of April, 2003.

I also state that I have examined the current FIA Official Flood Hazard Map, Community Number 015000, Panel Number 0517 K, and found referenced lot above lies in Flood Zone X, Map Dated June 17, 2002.

I also state that this drawing and or certification does not reflect any title or easement research, other than what is visible on the ground or provided by the clients at time of survey.

Seth W. Moore
Seth W. Moore, P.L.S.
Ala. Reg. No. 16671

SURVEYOR'S NOTES:

1. All Measurements were made in accordance with U. S. Standards.
2. Description as furnished by Client.
3. There may be recorded or unrecorded Deeds, Easements, Right-of-ways, or other instruments that could affect the Boundaries of said properties.
4. There was No attempt to determine the existence, Location or extent of any sub-surface features.
5. Bearings and Distances shown hereon were "Computed" from actual field traverses.
6. The Basis of Bearings for this Survey is based on the Recorded Plat.
7. We did not locate any Environmental issues such as but not limited to Wet lands, etc.
8. Measurements of the residence are exterior dimensions and are not to be used for calculating square footage of residence.

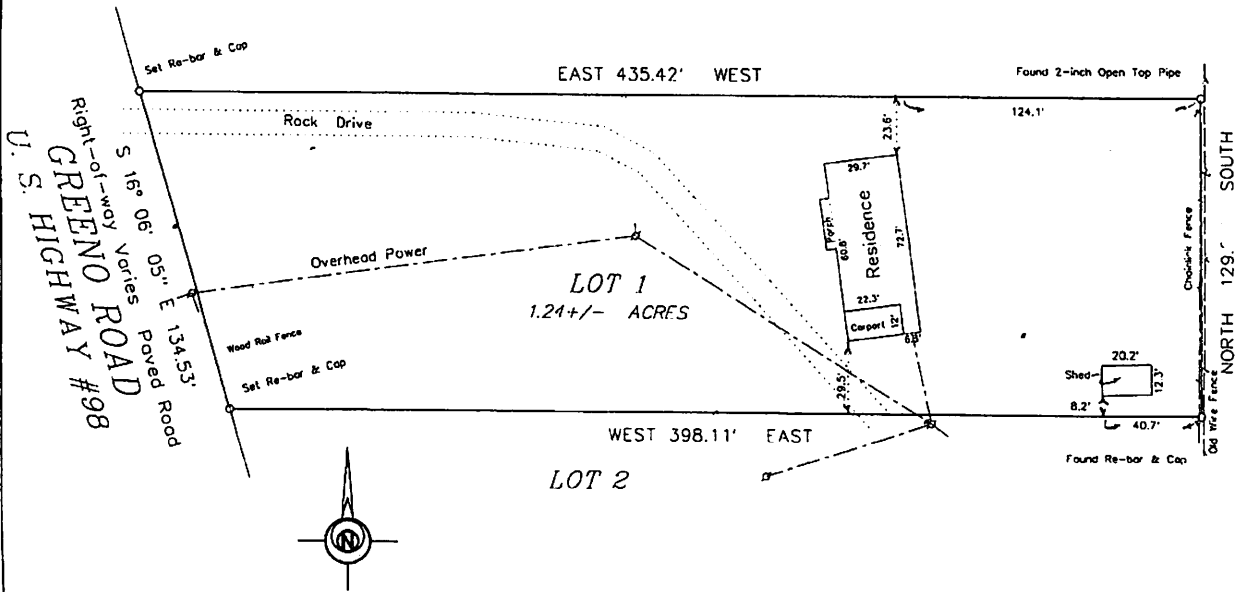


EXHIBIT A

This Survey is copyright © 2003 MOORE SURVEYING, Inc. Copying this Survey is strictly prohibited.



MOORE SURVEYING, INC.
PROFESSIONAL LAND SURVEYING
555 NORTH SECTION STREET
FAIRHOPE, ALABAMA 36532
PHONE (251) 928 - 6777
FAX (251) 990 - 6070

**BOUNDARY SURVEY
FOR
TOM VERHOESTRA**
8148 North Greeno Road
Fairhope, Alabama

LEGEND

PP=POWER POLE
CL=CENTERLINE
PL=PROPERTY LINE
REC=RECORD
ME=MEASURED
CAL=CALCULATED
FC=FENCE CORNER
R=RADIUS
ARC=ARC LENGTH
ELE=ELECTRIC
TEL=TELEPHONE
CON=CONCRETE
CO=CORNER
UG=UNDERGROUND
ELEV=ELEVATION

SCALE	1"=50'
DATE	4-28-03
DRAWN BY	SWM
FIELD WORK DATE	4-25
JOB NUMBER	03-137
SHEET NO.	



City Council

January 2019

Zoning Change

ZC 18.08 814 N. Greeno Road

Project Name:

814 N. Greeno Road Rezoning

Property Owner /Applicant:

Eva M. Raley

General Location:

East side of N. Greeno Road approximately ¼ mile south of State Hwy 104.

Project Type:

Re-zoning-Request from
R-1 Low Density Single Family Residential
To
B-2 General Business District

Number of lots:

1

Project Acreage:

1.2 Acres

PPIN:

43891

School District:

Fairhope Elementary, Middle and High School

Report prepared by:

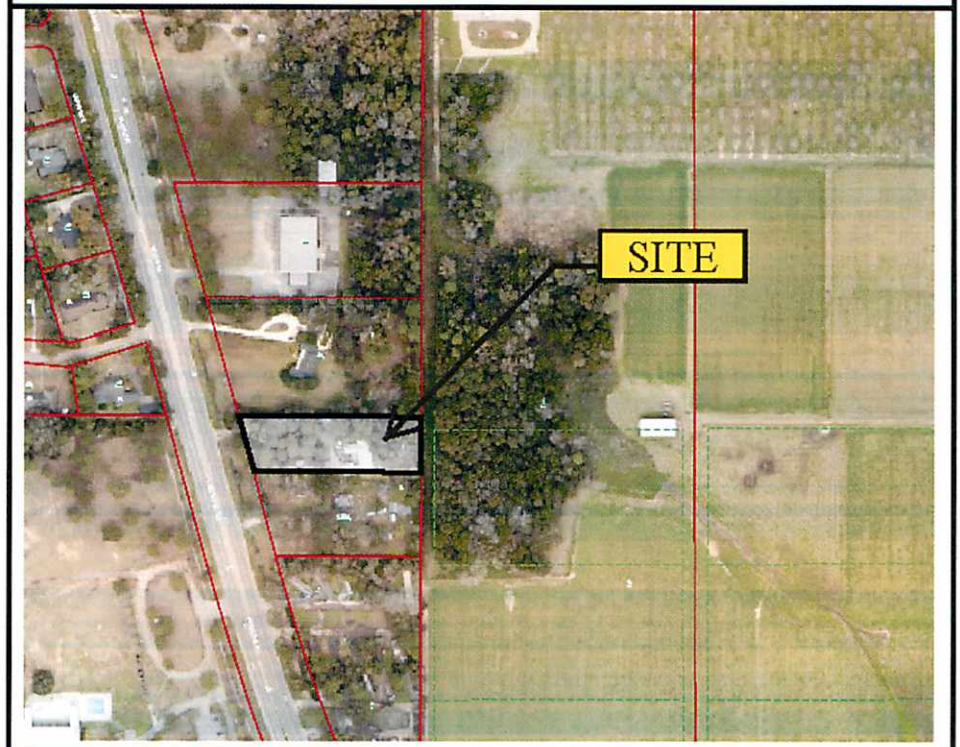
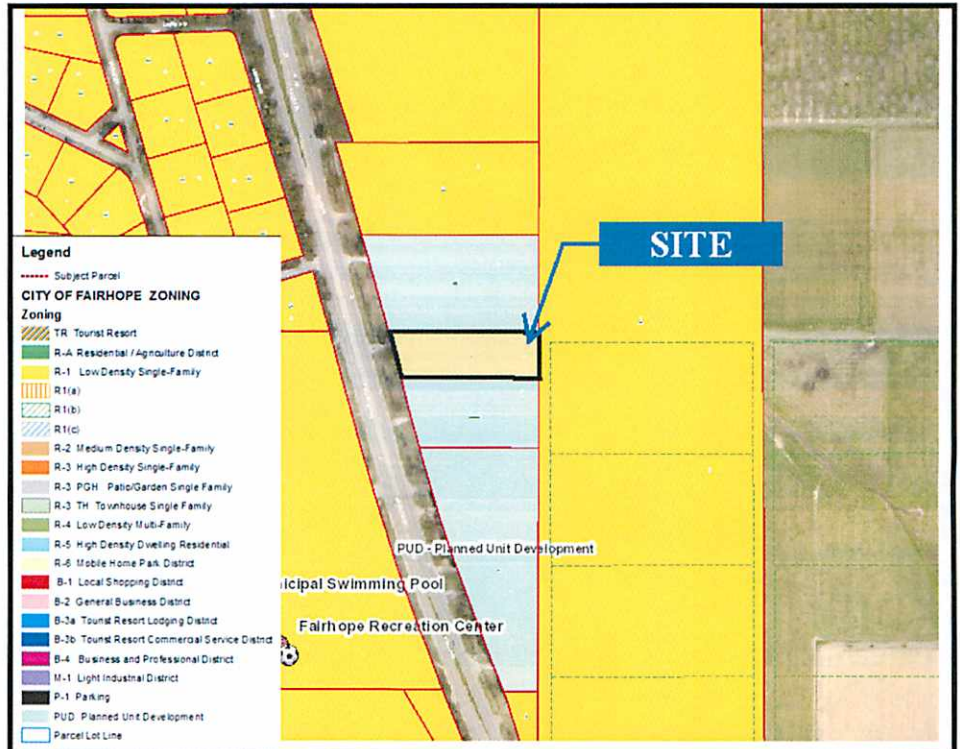
J. Buford King

Staff Recommendation:

Approve with conditions

PC Recommendation:

Approve with conditions



Summary of Request: Public hearing to consider the request of Eva M. Raley to rezone 1.2 acres of property from R-1 Low Density Single Family Residential District to B-2 General Business District. Subject property is located on the east side of N. Greeno Road approximately ¼ mile south of State Hwy 104 and across from (east of) the Fairhope Recreational Center/Volanta Park complex. The property is bordered to the north by the Hayek PUD, to the south by the Park Place PUD, and to the east by the Auburn University Gulf Coast Experiment Station, zoned R-1 Low Density Single Family Zoning District.

Site Photos:



Subject property looking southeast from Greeno Road



Northwest corner of subject property looking northeast toward Hayek PUD property from Greeno Road



Existing driveway on subject property looking north toward Hayek PUD property along Greeno Road



Northwest corner of subject property looking east toward Hayek PUD property from east side of Greeno Road

Comments: The City of Fairhope Zoning Ordinance in Article II Section “C” specifies the following Criteria regarding zoning amendments:

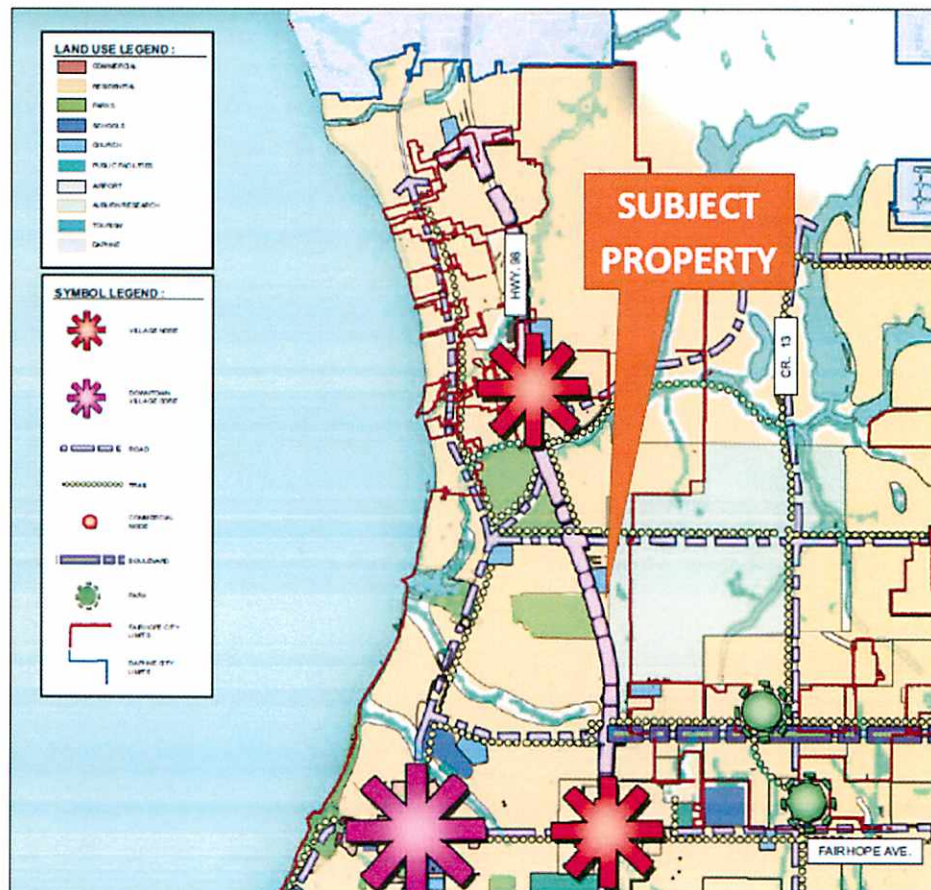
1. Zoning Amendments

e. Criteria- The application shall be reviewed based on the following criteria:

- (1) Compliance with the Comprehensive Plan;
- (2) Compliance with the standards, goals, and intent of this ordinance;
- (3) The character of the surrounding property, including any pending development activity;
- (4) Adequacy of public infrastructure to support the proposed development;
- (5) Impacts on natural resources, including existing conditions and ongoing post-development conditions;
- (6) Compliance with other laws and regulations of the City;
- (7) Compliance with other applicable laws and regulations of other jurisdictions;
- (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.

Article II Section C.1.e.(1) Comprehensive Plan Compliance

The City of Fairhope Comprehensive Plan contemplates commercial development along Greeno Road and identifies two “villages” of commercial activity: “North Village” built around the Publix Grocery store on North Greeno Road, and the “Greeno Road Village Center” farther south on Greeno Road at the intersection of Greeno and Fairhope Avenue as seen in the map excerpt at right. The Comprehensive Plan explains the desires of the citizens of Fairhope to limit “commercial creep” and prevent Greeno Road from becoming another bad example of strip



development. The comprehensive plan further recommends strict compliance with the city’s sign ordinance and landscaping requirements, changes to which are not a component of subject application. The Comprehensive Plan states that Greeno Road’s commercialization should have “edges”, or clear areas where it starts and stops, but no recommendation for locations of those edges or guidance on creating those edges is included in The Comprehensive Plan. Further, the Hayek and Park Place PUDs described in the sections below were approved after the adoption of updates to the Comprehensive Plan, and as a result those areas

are not included on the map excerpt of the Greeno Road and North Villages seen on the previous page. The Comprehensive Plan does not provide specific guidance regarding the commercial development of the section of north Greeno Road connecting the North Village to the Greeno Road Village above and beyond enforcement of existing ordinances or possibly widening the ALDOT right of way. As a result, the adoption of the Hayek and Park Place PUDs and the commercial uses within those PUDs establishes the commercial development pattern for the region of Greeno Road on which subject property is located.

Article II Section C.1.e.(2) Goals and Intent of the City of Fairhope Zoning Ordinance

The purpose and intent of subject property's existing R-1 Zoning District is as follows: *R-1 Low Density Single-Family Residential District*: This district is intended to provide choices of low-density suburban residential environment consisting of single-family homes on large parcels of land. It is sub-classified into four categories (R-1, R-1a, R-1b, and R-1c) based on lot sizes.

Allowable Uses for B-2:

Allowed by Right: Single Family, Two-family, Mixed Used, Elementary and Secondary Schools, Educational Facility, Library, Public or Common Open Space, General or Professional Office, Grocery Retail, General Merchandise, Shopping Center, General Personal Services, Automobile Repair, Indoor Recreation, Boarding House or Dormitory, Restaurant, Bar, and Entertainment Venues.

Permitted Subject to special conditions listed in the ordinance: Townhouse, Accessory Dwelling, Home Occupation, Convenience Store, and Recreational Vehicle Park.

Permitted only on appeal and subject to special Condition: Cemetery, Hospital, Community Center or Club, Public Utility, Automobile Service Station, Outdoor Sales Limited, Outdoor Sales Lot, Garden Center, Convalescent or Nursing Home, Clinic, Outdoor Recreational Facility, Day Care, Mortuary or Funeral Home, Dry Cleaner or Laundry, Personal Storage, Hotel or Motel, Kennel or Animal Hospital, and Limited Manufacturing.

Article II Section C.1.e.(3) The character of the surrounding properties

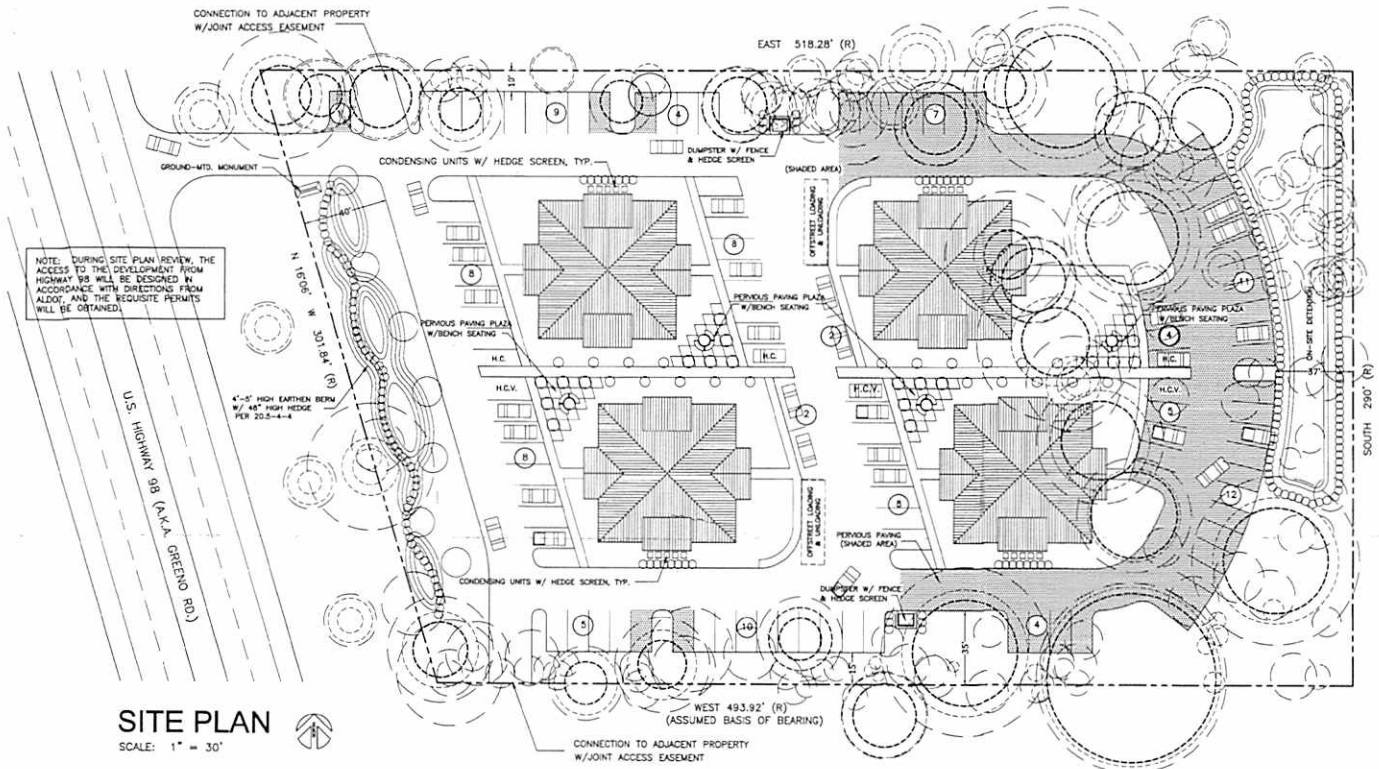
Subject property is bordered to the north by the existing Hayek PUD, to the south by the existing Park Place PUD, and to the east by the Auburn University Gulf Coast Experiment Station, zoned R-1 Low Density Single Family Zoning District. The predominant character of the existing neighborhood is residential based upon its existing use, however the residential structure located on the Hayek PUD property, PPIN 40382 appears to have been unoccupied for an extended period of time. Currently, the Park Place PUD property contains a number of mobile homes as the commercial activity allowed by the Park Place PUD has not been developed. The Hayek PUD, case number ZC 15.11 was approved via Ordinance number 1577 on May 27, 2016 and includes the following uses:

- Office/Professional, Medical/Professional, and Limited Retail are the approved uses
 - Limited retails uses shall not exceed 19% of the gross square footage of the entire development, and may include:
 - Sandwich shop or deli
 - Coffee shop
 - Juice / smoothie shop
 - Ice cream/candy shop
 - Office supply retailer
 - Computer services
 - Barber shop
 - Gift shop

- Pharmacy / medical supplies
- Medical testing laboratory
- Other uses approved by P&Z staff

- Fuel/Service Stations are not permitted
- Development shall conform to the site plan included as exhibit "A" to the PUD ordinance

An excerpt of Exhibit "A" related to PUD Ordinance number 1577 is included below:



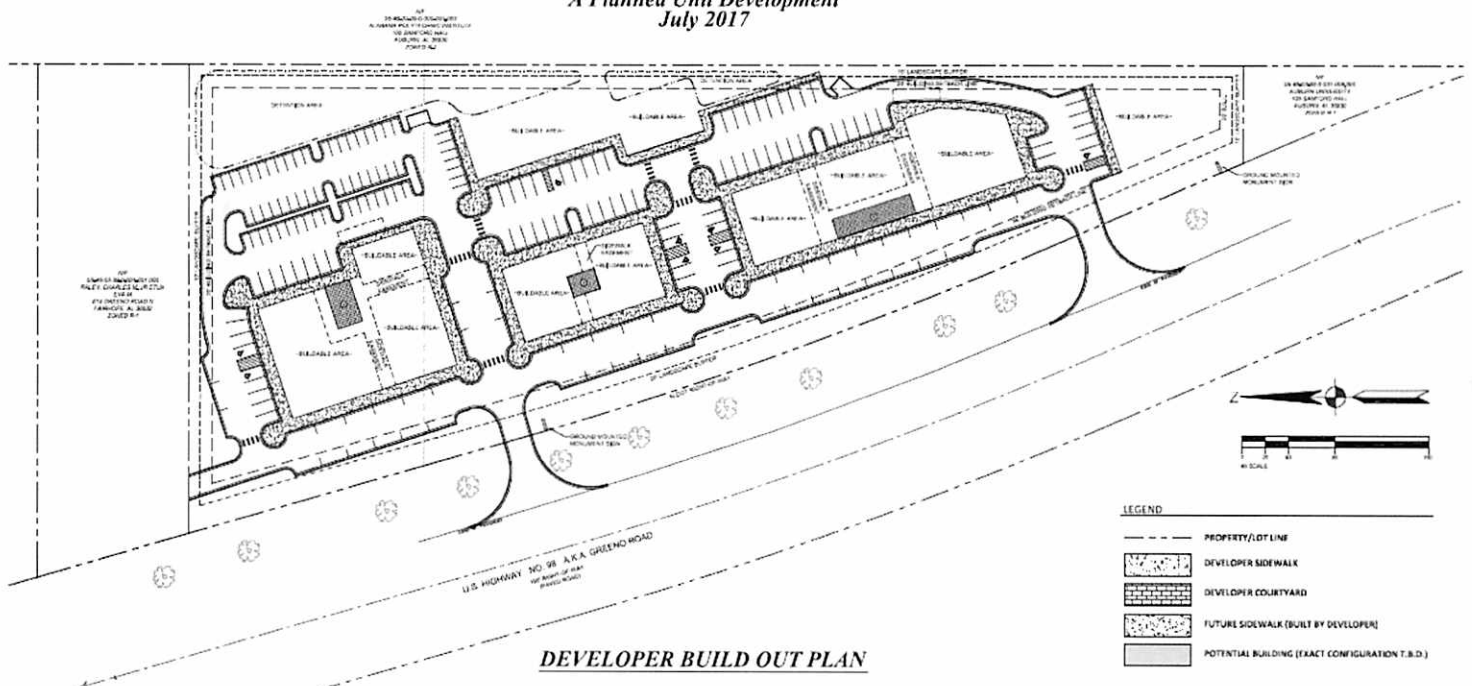
Park Place PUD borders subject property to the south and was approved by the Fairhope City Council on November 13, 2017 via Ordinance number 1604 as a component of Case number ZC 17.04. The provisions of ordinance 1604 governing the Park Place PUD include the following uses:

- Office/Professional / Personal Services
 - Architecture, engineering, accounting, law, real estate, financial planning, banks with up to two drive-through lanes, investment management, IT consultants, computing services, insurance, beauty salons, barber shops, etc.
- Medical/Professional
 - Doctor's offices and clinics, dentistry, optometry, dermatology, chiropractic, psychiatry, counseling, pharmacy (with up to two drive-through lanes), medical supplies, medical testing/laboratories, etc.
- Retail – limited to businesses that support the office/medical/professional tenants in the development, typically occupying spaces on the first floor, not exceeding 25% (15,000sf) of the total gross square footage of the entire development.
 - Sandwich shop or deli
 - Coffee shop
 - Juice / smoothie shop
 - Ice cream/candy shop
 - Office supply retailer
 - Computer services
 - Boutique merchandise
 - Gift shop

- General merchandise (big box stores prohibited)
- Restaurant (no drive-throughs are permitted)
- Sidewalk café in patio/park areas
- Residential Mixed Use
 - Residential units allowed on the second and third floors of buildings fronting Greeno Road
 - All other buildings may have residences on any floor
 - Residential use shall not exceed 25% (15,000 sf) of the total gross square footage for the entire development
- Other uses
 - Boutique hotels
 - Churches

An excerpt of Exhibit "A", site plan governing the Park Place PUD is included below followed by a color rendering of the site's landscape plan on the following page:

Park Place on Greeno
A Planned Unit Development
 July 2017



intrusions, potential physical impacts, and property values As described in detail in the comments related to Article II Section C.1.e.(8 & 9) *Impacts on adjacent and neighboring properties including noise, traffic, visible* if more than 1 acre of land disturbance occurs.

State and Federal Regulations shall apply if the property is developed, such as ADEM NDPES/ALR registration Article II Section C.1.e.(7) *Compliance with other applicable laws and regulations of other jurisdictions* All Control, Signage, Greeno Road Buffers, etc.) will apply to any development activities.

police and permit jurisdictions of the City of Fairhope and the various ordinances (Tree/Landscape, Erosion Article II Section C.1.e.(6) *Compliance with other laws and regulations* Subject property falls within the the heavily-wooded area on both properties.

slopes to an apparent natural drainage basin east of subject property on the Experiment Station property in therefore a wetland delineation is not anticipated for the site. The property appears to be generally flat but sandy loam were reported for the site. Neither Faceville or Savannah soils are listed as hydric soils and determine the existing soil types of subject property. Faceville fine sandy loam and Savannah very fine Article II Section C.1.e.(5) *Natural Resources* The USDA Web Soils Survey website was examined to subject property.

become aware of any infrastructure improvements needed to provide service to a future development of contact City of Fairhope Planning, Public Utilities, and Public Works staff at the pre-development stage to gas, water, sewer, and electrical service is available at this location. Potential developers are encouraged to Article II Section C.1.e.(4) *Adequacy of public infrastructure to support the proposed development* Natural inappropiate.

facility is inherently commercial in nature into which introduction of a B-2 zoning district is not emerging development pattern created by the two nearby PUDs along with the proximity of the recreation hours and includes activities that periodically produce noise and heavy traffic. The existing uses and Single Family Residential District, its use includes activities operating beyond standard professional business subject property fronting upon Greeno road. Though this property of 61 acres is zoned R-1 Low Density Recreation Center and Volanta Park, which includes the Fairhope Municipal Stadium are located west of property is not expected to be commercially developed in the foreseeable future. The City of Fairhope subject property is heavily wooded at this time, providing a screening effect. The Experiment Station periodically produce noise and traffic though the area of the experiment station immediately adjacent to utilized for agricultural purposes despite its R-1 zoning classification and includes activities that may The Auburn University Gulf Cost Experiment Station property bordering subject property to the east is



Article C.1.e.(3) above, the adjacent approved uses immediately north and south of subject property are commercial in nature and allow both retail and restaurant uses, but restrict drive-through services to banks which have typical daytime operating hours. The Gulf Coast Experiment Station property east of subject property is not expected to receive development in the foreseeable future. The City of Fairhope Recreation Center as well as Volanta Park are located west of subject property across Greeno Road and include activities outside of normal professional office business hours that periodically produce noise and heavy traffic similar to that of the B-2 zoning district. The introduction of a B-2 zoning district between two PUDs of a commercial/retail natures, as well as in close proximity to a recreational facility operating non-standard hours will allow more similar uses to the region of North Greeno Road on which subject property is located. Article II Section C.1.e.(2) differentiates the uses within B-2 zoning that are allowable “by right” vs. the uses requiring approval by the Board of Adjustments. With the exception of an automobile repair facility, the most intense uses, such as automobile service centers, convenience stores, outdoor sales lots, etc. require approval by the Board of Adjustments prior to establishment of that type of land use. As a result, an additional vetting process is required for the most intense uses that may potentially occur on the site. As a condition of approval, staff requests the same restriction to drive-through restaurant windows apply to subject property as is the case with the adjoining properties zoned PUD.

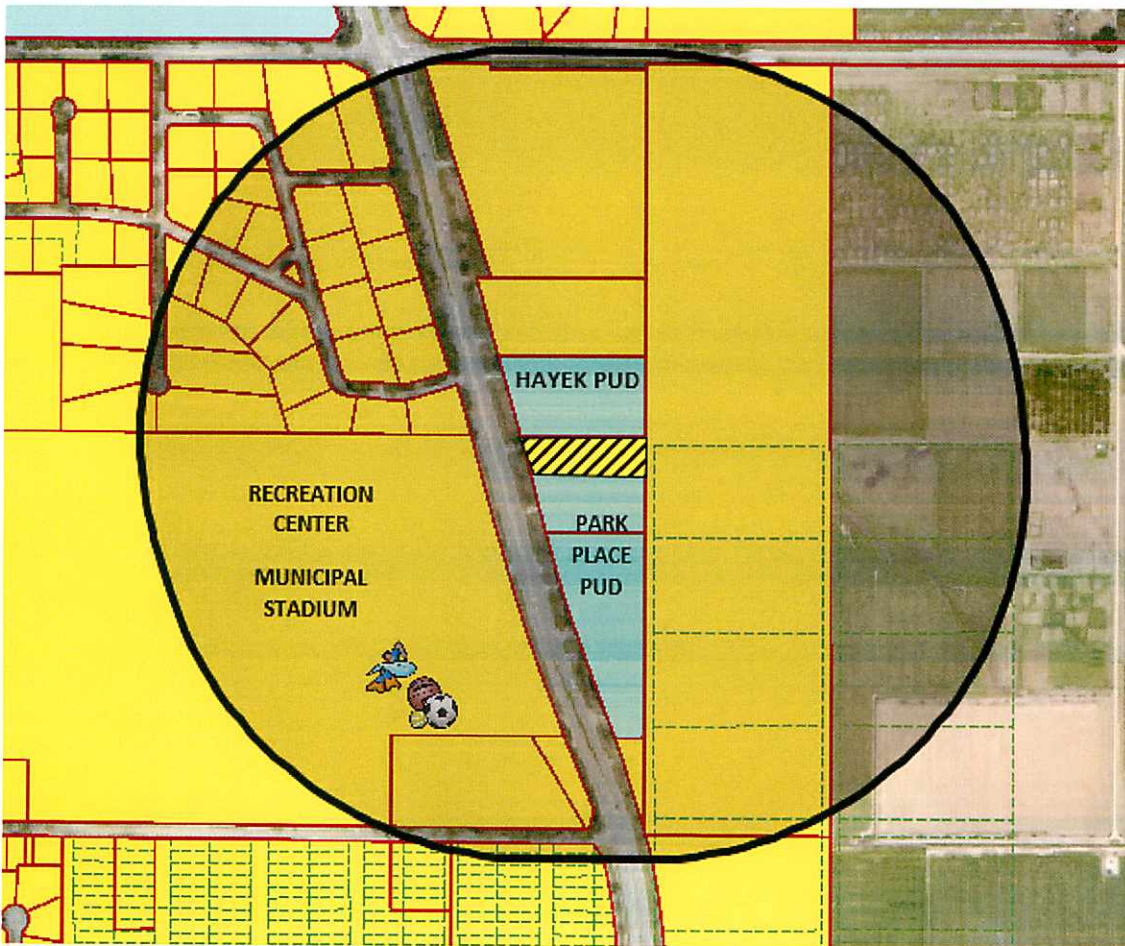
Dimension Standards:

The dimensions standards for the existing R-1 zoning district and the proposed B-2 District are summarized below. Please note the taller building heights allowable in the Central Business District are not applicable to subject property.

Dimension District or use	Min. Lot Area/ Allowed Units Per Acre(UPA)	Min. Lot Width	Setbacks				Max. total lot coverage by principle structure	Max. height
			Front	Rear	Side	Street side		
R-1	15,000 s.f./-	100'	40'	35'	10' b	20'	40 %	30' •
B-2	None/ -	none	20' d	none f	none e			30' kl

Traffic: A proposed use specific to subject property is not included in subject application though a conceptual commercial development site plan is included as a supporting document. The conceptual site plan “need not be built” and represents two office buildings of 6,000 sf and 3,100 sf with parking and stormwater detention shown as examples of how the site may be developed. The specific traffic impact is not known as the site plan is conceptual only. The applicant is encouraged to contact the public works director as well as ALDOT regarding connection to Greeno Road as a part of its pre-development activities.

Compatibility Analysis: A full compatibility analysis examining the actual and allowable development densities of nearby properties has not been performed for the rezoning request because the applicant is proposing a commercial zoning district located between two PUDs that are primarily commercial in their composition. The allowable uses of the proposed B-2 district substantially mirror the allowable uses of the two PUDs and demonstrates an inherent compatibility. Subject property is less than 3 acres, prevent request for PUD zoning for the property and as a result preventing an exact reproduction of the adjoining PUDs. Further, the subject application does not request introduction of a higher-density residential use into a lower density residential area. The Fairhope Recreation facility and the Gulf Coast Experiment Station, though zoned R-1, do not currently include residential uses and are very unlikely to receive residential development in the foreseeable future that will be affected by subject application. Though a complete compatibility analysis is not needed due to the intuitive comparison of uses of the subject and surrounding properties, a 1,320’ buffer around subject property is included below for reference, with subject property depicted with a cross hatch pattern:



Site Plan As stated previously, the site plan included with subject application is for conceptual purposes only and does not represent a development under consideration at this time. The applicant is advised a formal, stand-alone Site Plan review process as required by the Zoning Ordinance may be required if the development of subject property meets the following criteria of Article II Section C.2:

Site plan approval is required when any commercial building(s) located in a business-zoning district (industrial zoning excluded) or in the CBD overlay:

- (1) Has a gross floor area of 10,000 square feet or greater; or,
- (2) More than 30% of the lot (excluding the building) is impervious; or
- (3) All applications for zoning map amendments to rezone property to any of the Village Districts in Article VI. However, applicants for rezoning to the village districts may elect to use the special review procedures in Article VI, Section D for review of the rezoning application and site plans associated with a village development.
- (4) A mandatory site plan review application for all mixed-use projects electing to build to 35 feet height with 33% residential, regardless of whether or not it triggers site plan review approval, must make application to the Planning and Zoning Commission for approval.

Recommendation:

Staff recommends APPROVAL of Case number ZC18.08, related to PPIN 43891 located at 814 North Greeno Road, subject to the following condition:

- 1) Restaurant drive-through lanes and windows are prohibited on PPIN 43891

Planning Commission Recommendation:

The City of Fairhope Planning Commission, at its October 1, 2018 regular meeting, recommended the requested zoning change from R-1 Low Density Single Family Residential District to B-2 General Business District be **APPROVED** with the following conditions:

- 1) Parking shall be in the rear.
- 2) Drive-thru lanes and windows are prohibited.
- 3) Automobile repair is prohibited.

The motion carried with the following vote: AYE – Art Dyas, Charles Johnson, Ralph Thayer, Lee Turner, Hollie MacKellar, Clarice Hall-Black and Jack Burrell. NAY – Richard Peterson.

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 1510
KNOWN AS THE PERSONNEL RULES,
POLICIES AND PROCEDURES ORDINANCE

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

Section 1. The ordinance known as the Personnel Rules, Policies, and Procedures Ordinance (No. 1510), adopted 14 April 2014, together with the Personnel Handbook of the City of Fairhope, be and the same hereby is changed and altered in respect to the certain sections below:

SECTION - IV. WAGE AND SALARY ADMINISTRATION

4.03. Employee Pay Rates

Employees shall be paid a salary or wage rate within the pay range of the job classification based upon the City's *Compensation and Job Classification Plan*. Generally, new employees will start employment at the minimum rate in the pay range for the job classification.

- **Commercial Driver's License.** If an employee obtains a commercial driver's license ("CDL") at the request or with the permission of the employee's Department Head to facilitate current job performance or to qualify the employee for a job that requires a CDL, the employee will receive a one dollar (\$1.00) per hour pay increase.
- **City Building Inspector Certifications.** City Building Inspectors will receive a fifty cent (.50¢) per hour pay increase for each approved certification the Building Inspector obtains (a *maximum* of two certifications within any one fiscal year, and a maximum of ten (10) certifications total).
- **Effective Date.** If an employee obtains a CDL or a Building Inspector obtains a certification as described above *before* June 1 of any fiscal year, the pay increase shall be effective upon approval by the Department Head and notification of payroll. The pay increase for a CDL/certification obtained *after* June 1 will be effective on October 1 (*i.e.*, the first day of the next fiscal year).

Pay increases are based on satisfactory job performance, including attendance and disciplinary record, and availability of funds. If an employee's Department Head recommends deferral of a pay increase because the employee's performance is unsatisfactory, the Mayor may defer a scheduled pay increase for a specified time or until the employee's job performance is satisfactory.

Quail Creek Snack Bar and Beverage Cart Attendant's rates of pay are based on the hourly wage established for the position *and* tips from patrons. All tips must be reported on forms provided by the City Payroll Administrator and forwarded to the Administrator each week for state and federal tax purposes and to be paid to the employees as income.

Quail Creek Golf Pro, Quail Creek Assistant Golf Pro, City of Fairhope Tennis Pro and Fitness Instructors are allowed in their sole discretion to give lessons to patrons, as requested, outside the normal work schedule. Such lessons are *not* a part of the employees' job duties for the City and are deemed to be an approved outside private business activity.

Section 2. Any ordinance, resolution, or part(s) thereof, in conflict with said "Personnel Rules, Policies, and Procedures – 2014," Section – IV. Wage and Salary Administration, 4.03 Employee Pay Rates is hereby repealed and replaced.

Section 3. If any section or provision of this ordinance, or of "Personnel Rules, Policies, and Procedures – 2014", be declared invalid or unconstitutional by judgment or decree shall not affect any other section or provision.

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

ADOPTED THIS 28TH DAY OF JANUARY, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

If a new proposed non-budgeted position is created, the Department Head must submit a proposed job description that includes the required information for review and approval by the Human Resources Director and submission to the Mayor and City Council. If the position is approved by the City Council, the Department Head will forward an *Authorization to Hire* form signed by the Department Head, the City Treasurer and the Mayor to the Human Resources Department for recruitment for the position.

If the job duties or responsibilities of a position substantially change, the Department Head will furnish a revised job description to the Human Resources Department and Mayor for approval. If the revision requires a change in the job classification and pay range, the position must be approved by the City Council.

4.02 JOB CLASSIFICATIONS

Each position within the City is classified in a job classification under the City's *Compensation and Job Classification Plan* based on job qualifications, responsibilities, working conditions, and the amount of supervision required for the specific job.

4.03 EMPLOYEE PAY RATES

Employees shall be paid a salary or wage rate within the pay range of the job classification based upon the City's *Compensation and Job Classification Plan*. Generally, new employees will start employment at the minimum rate in the pay range for the job classification.

- **Commercial Driver's License.** If an employee obtains a commercial driver's license ("CDL") at the request or with the permission of the employee's Department Head to facilitate current job performance or to qualify the employee for a job that requires a CDL, the employee will receive a one dollar (\$1.00) per hour pay increase.
- **City Building Inspector Certifications.** City Building Inspectors will receive a thirty-five cent (.35¢) per hour pay increase for each approved certification the Building Inspector obtains (a *maximum* of two certifications within any one fiscal year, and a maximum of four certifications total).
- **Effective Date.** If an employee obtains a CDL or a Building Inspector obtains a certification as described above *before* June 1 of any fiscal year, the pay increase shall be effective upon approval by the Department Head and notification of payroll. The pay increase for a CDL/certification obtained *after* June 1 will be effective on October 1 (*i.e.*, the first day of the next fiscal year).

Pay increases are based on satisfactory job performance, including attendance and disciplinary record, and availability of funds. If an employee's Department Head recommends deferral of a pay increase because the employee's performance is unsatisfactory, the Mayor may defer a scheduled pay increase for a specified time or until the employee's job performance is satisfactory.

Quail Creek Snack Bar and Beverage Cart Attendant's rates of pay are based on the hourly wage established for the position *and* tips from patrons. All tips must be reported on forms provided by the City Payroll Administrator and forwarded to the Administrator each week for state and federal tax purposes and to be paid to the employees as income.

Quail Creek Golf Pro, Quail Creek Assistant Golf Pro, City of Fairhope Tennis Pro and Fitness Instructors are allowed in their sole discretion to give lessons to patrons, as requested, outside the normal work schedule. Such lessons are *not* a part of the employees' job duties for the City and are deemed to be an approved outside private business activity.

4.04 OVERTIME

While each employee is assigned a regular work schedule each workweek, the demand for City services sometimes requires overtime work. Non-exempt employees may not work overtime unless authorized to do so by the Department Head with approval of the Mayor. If an employee is scheduled to work overtime, however, the employee is required to work the assigned hours. Any non-budgeted overtime must be approved by the Mayor.

Non-Exempt Employees

Except for Police Department law enforcement and corrections officers, non-exempt employees will be paid 1-1/2 times their regular rate of pay for all hours worked in excess of 40 hours in a work week. Hours paid, but not *worked*, are not counted in computing overtime. For example, paid holidays, vacations and sick leave are not hours *worked* and do not count in computing overtime. Employees are not allowed to take or accumulate compensatory time off in lieu of overtime pay. Police Department *law enforcement and corrections officers* are subject to special overtime pay and compensatory time off requirements under *Personnel Rules Section 4.05*.

Exempt Employees

Exempt salaried employees, such as Department Heads, are paid for performing specific jobs, not for the number of hours worked. Accordingly, exempt salaried employees are not paid extra for overtime work. With prior approval of the Mayor, an exempt salaried employee *may* be granted time off if particular assignments require significant extra work. The Human Resources Director shall review the actual job duties and responsibilities of all *exempt* employees and shall ensure employees classified as *exempt* satisfy the requirements for the exemption under federal wage-hour law.

ORDINANCE NO. _____

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

SECTION 1. It is hereby established and declared that the following described real property of the City of Fairhope, Alabama, is not needed for public or municipal purposes during the term of this lease, to-wit: A portion of Tax Parcel 46-03-37-0-015-211.000; the northwest corner of the building consisting of 1,300 square feet.

SECTION 2. The City of Fairhope, Alabama, having received an offer from Scott Free Productions to lease that real property described in Section 1, above, it is hereby declared to be in the best interest of the public and the City of Fairhope, Alabama, to lease said real property to Scott Free Productions under the following terms and conditions, to-wit:

The term of this lease agreement shall begin on February 8, 2019 and ending on March 6, 2019; The rent for said lease shall be a flat fee of \$500.00 for use of the building payable on February 8, 2019; and any extension beyond this period shall require five (5) days' notice prior to the final date of this lease by the Lessee to the Lessor and a pro-rated fee shall become due and payable immediately. Lessee agrees to pay to Lessor at P.O. Drawer 429, Fairhope, AL 36533, or at such other place or places as Lessor may from time to time designate.

SECTION 3. Pursuant to the authority granted by Section 11-47-21 of the Code of Alabama of 1975, the Mayor of the City of Fairhope, Alabama, is hereby directed to execute said lease agreement in the name of the City of Fairhope, Alabama.

SECTION 4. The sections, paragraphs, sentences, clauses and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by a court of competent jurisdiction, then such ruling shall not affect any other paragraphs and sections, since the same would have been enacted by the municipality council without the incorporation of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5. This ordinance shall take effect immediately upon its due adoption and publication as required by law.

ADOPTED THIS 28TH DAY OF JANUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

LEASE

STATE OF ALABAMA
COUNTY OF BALDWIN

THIS LEASE agreement made and entered into this _____ day of _____, 2019, at Fairhope, Alabama by and between the CITY OF FAIRHOPE, ALABAMA, hereinafter referred to as "Landlord" or "Lessor" and SCOTT FREE PRODUCTIONS, hereinafter referred to as "Tenant" or "Lessee".

1. Premises and Term. Landlord does hereby lease and demise unto Tenant a portion of that premises situated in Baldwin County, Alabama, commonly known as 451 PECAN AVENUE, FAIRHOPE, ALABAMA and which portion is located in the northwest corner of the building consisting of 1300 square feet for continuous use and occupancy for and during the term beginning February 8, 2019 and ending March 6, 2019. This period is herein referred to as the "term" or "period" of said lease and shall include any extensions.

2. Rent. Tenant promises and agrees to pay to Landlord for the term of this lease a flat fee of \$500.00 for use of the space payable on February 8, 2019. Any extension beyond this period shall require five (5) days' notice prior to the final date of this lease by the Lessee to the Lessor and a pro-rated fee shall become due and payable immediately.

3. Use of Premises. The premises, during the term of this, lease shall be used and occupied solely for the purposes film production and includes the use of certain items currently stored in the space and not in use by the Lessor (used office furniture, park benches, outdated computers, laptops, printers, TVs, a Fairhope sign, Christmas decorations and lights). Tenant shall not use nor permit the same to be used for any other purpose or purposes without the prior written consent of the Landlord. Tenant at all times shall fully comply with all laws, ordinances and regulations of any lawful authority having jurisdiction of said premises including, but not limited to, such as shall relate to health, safety, sanitation and cleanliness. Tenant will not commit any waste to said property nor permit the same to be done and will take good care of said premises at all times, and will not, by any act or omission, render Landlord liable for any violation thereof. When vacating the building, Tenant will remove all set materials not including the items owned by the Lessor and used by the Lessee.

4. Condition of, Damage to and Maintenance of Premises. Tenant shall examine said premises before taking possession, and Tenant's entry into possession shall constitute conclusive evidence that, as of the date thereof, the said premises were in satisfactory condition. Landlord does not warrant the condition of the premises or that the property is fit for any particular purpose, except as hereinafter set out.

Tenant shall return the premises at the end of the lease in at least the same or better condition as said premises were in at the beginning of the lease.

Landlord shall not be liable for any loss or damage caused by, or growing out of, any breakage, leakage, disorder or defective condition of the heating, air conditioning, or mechanical installations and/or systems, electric wiring, pipes, or plumbing. Landlord shall not be liable for any damage to any property on said premises caused by, or growing out of, fire, rain, lightning, wind, high water, over-flow water, freezing or other causes.

5. Fixtures. All improvements and additions to the leased premises shall become the property of the Landlord, with the exception of furniture or trade fixtures. Said furniture and trade fixtures remain the property of the Tenant and may be removed by the Tenant upon the expiration of this lease, provided the Tenant shall have complied with all terms, conditions and covenants of this lease. No improvements by Tenant, including painting, shall be made upon said property without the prior written consent of Landlord. Landlord shall have the right to require a written waiver of mechanics' or materialmen's liens by the contractor prior to executing written consent to place said improvements on the property.

6. Indemnity and Insurance; Waiver of Subrogation. Tenant will indemnify, protect and save harmless Landlord, its officers, officials, agents, appointees and employees, from any loss, cost, damage, liability or expense including Court costs, attorney's fees and any other legal costs, caused by injury or damage to any person or to property of any person other than Tenant while in or on said premises herein leased; and, the Landlord shall not be liable for any loss of any property of Tenant, however occurring. The Landlord, its officers, officials, agents, appointees, and employees, shall be indemnified by the Tenant against such liability arising from all causes, except the acts or omissions of Landlord. In furtherance hereof, Tenant will obtain and provide a copy to Landlord of a policy of general liability insurance subject to approval of Landlord in amounts of not less than \$1,000,000.00 showing Landlord as an additional loss payee. The policy shall at all times provide that the Landlord shall be notified not less than thirty (30) days in advance of any proposed cancellation of the policy.

Tenant shall maintain insurance covering its stock of goods, inventory, and other property located in the above described premises with a copy of said policy to be deposited with Landlord and non-cancelable. Tenant agrees not to assign to any insurance company any right or cause of action for damage to the property of Tenant located on the above described premises which Tenant now has or may subsequently acquire against Landlord during the term hereof. This agreement not to assign rights or causes of action shall apply only where such insurance as described herein and applicable law allow the Insured to enter into such an agreement; and, this agreement shall apply only as respects insured loss occurring on the property described herein.

Tenant shall maintain such insurance as will indemnify and hold harmless the City of Fairhope from Workmen's Compensation and Public Liability claims from property damage and personal injury, including death, which may arise from Tenants operations under this Lease, or by anyone directly or indirectly employed by him/her.

7. Overloads. Tenant will not overload the building, its floors, roof, or walls, the bulkheads, pier and concrete apron and shall be liable for all damages to the premises or other consequences of overloading.

8. Default. Upon the happening of any one or more of the events as expressed in subparagraphs hereof below (which said events shall separately and severally constitute a default hereunder at Landlord's option), the Landlord shall have the right at the option of the Landlord to: (1) annul and terminate this lease, and thereupon re-enter and take possession of said premises; or (2) re-enter and re-let said premises from time to time, as agent of the Tenant, and such re-entry and/or re-letting shall not discharge Tenant except that net rents (that is, gross rents less the expense of collecting and handling, and less commissions) collected as a result of such re-letting shall be a credit against the Tenant's liability for rents under the terms of this lease. Nothing herein shall be construed to require the Landlord to reenter and re-let in such event. Nor shall anything herein be construed to postpone the right of the Landlord to sue for rents, whether matured by acceleration or otherwise; Landlord shall have the right to demand, collect and/or sue therefore at any time after default.

Each of the following may be treated by Landlord as a default:

Tenant's failure to pay the flat fee rent when it is due.

Filing of a petition in bankruptcy or a petition under the bankruptcy laws by or against the Tenant, or commission by the Tenant of an act of bankruptcy.

An assignment for the benefit of creditors by the Tenant or appointment of a receiver of Tenant's property.

Before the expiration of the term hereof, and without the written consent of the Landlord, Tenant vacates said premises or abandons the possession thereof, or uses the same for purposes other than herein specified or ceases to use said premises for the purposes herein specified.

Tenants failure to properly insure the property as provided for herein.

Tenant's violation of any other term, condition or covenant on the part of the Tenant herein contained.

Upon default, upon breach of condition, or upon any termination of this lease or re-entry of said premises, the rents hereunder or the entire rental period and any other indebtedness payable under provisions hereof shall be and become immediately due and payable and without regard to whether or not possession of the premises shall have been surrendered to or taken by the Landlord. Said sum shall bear interest at the maximum legal rate.

9. Attorney fees and exemption waiver. Tenant agrees to pay a reasonable attorney's fee and all costs, if it becomes necessary for Landlord to employ an attorney to collect any of the rent agreed to be paid, to enforce any of the provisions of this lease, to obtain possession of the leased premises, or otherwise to exercise any option or enforce any right given to Landlord upon default by Tenant. Tenant expressly waives any exemptions secured to Tenant, whether a corporation or individual, under the laws of any state or the United States of America as against the collection of any debts herein or hereby incurred or secured.

10. Relation of Parties. The execution of this lease or the performance of any act pursuant to the provisions hereof shall not be deemed or construed to create between Landlord and Tenant the relationship of principal and agent, partnership, or joint venture, and the relationship between them shall be that only of Landlord and Tenant.

11. Landlord's reservation of rights. The failure of Landlord to insist upon a strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall remain in full force and effect. The receipt by Landlord of rent with the knowledge of the breach of any covenant hereof shall not be deemed a waiver of such breach. No waiver of Landlord of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Landlord.

12. Condemnation. If the whole of the demised premises shall be taken by Federal, State, County, City, public utility, or other authority for public use or under any statute, or by right of eminent domain, the term hereby granted and all rights of the Tenant hereunder shall immediately cease and terminate, and the Tenant shall be entitled only to that part of any award that may be made for such taking, to the extent of Tenants improvements thereon. If but a part of the demised premises be taken by right of eminent domain, this lease shall continue in full force and effect as to the property remaining, provided such property remaining is capable of continued enjoyment by the Tenant for the uses and purposes provided for hereunder. Tenant shall not be entitled to any award that may be made for such taking, except to the extent of Tenants improvements thereon, nor shall such taking constitute a termination of this lease, or a constructive eviction of Tenant. However, the rent payable hereunder shall be adjusted as of the time of such taking to equitably reflect the change in the size of said remaining property.

13. Subordination to mortgage. This lease shall at all times be subject and subordinate to the lien of any bonds, warrants, or mortgages now on or hereafter placed upon the premises, and to all advances made or hereafter to be made upon the security thereof. The Tenant binds and obligates himself to execute and deliver such further instrument or instruments subordinating this lease to the lien of any such bonds, warrants, or mortgages at any time same shall be requested by the Landlord. Whether or not this lease is subordinate to any such bond, warranty or mortgage, the Tenant's right to quiet enjoyment of the premises demised hereby shall be maintained so long as Tenant shall pay all rentals and perform all duties required of Tenant hereunder.

14. Prohibition on Transfer by Tenant. Each and every transfer or assignment of this lease by the Tenant or any interest therein, and each and every subletting of said premises, or any part thereof, or any interest therein, shall be null and void, unless the prior written consent of the Landlord be obtained. Any violation hereof constitutes a substantial and material breach of condition of this lease, with all of the rights thereunto pertaining as in the case of default for any other cause hereunder.

15. Waste or Nuisance. Tenant shall not permit, cause or allow any act or omission in, on or about said premises which shall unreasonably cause or be likely to unreasonably cause injury or damage to any person, or to the premises, or to the right of way adjoining the premises. Tenant shall not allow, cause or allow any unreasonably obnoxious, disturbing or offensive odors, fumes, gases, smoke, dust, steam or vapors or any loud or disturbing noise, sound or vibration to originate on or be omitted from said premises. Tenant shall at all times keep said premises in orderly condition and shall keep the entranceways adjoining the premises free from rubbish and dirt. Tenant agrees to permit no waste of the property, but on the contrary to take good care of the same and upon termination of this lease to surrender possession of the same in as good condition as at the commencement of the term or as they may be put in during the term as reasonable use and wear thereof will permit.

16. Binding effect. The covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of the Landlord and Tenant and their respective heirs, executors, administrators, successors and assigns. This provision shall not permit the assignment of the lease or subleasing of the premises, except as heretofore provided.

17. Landlord's Access. Landlord, its agents or representatives, at all reasonable times may enter said premises to inspect to insure compliance with the terms hereof and to exhibit the premises to prospective tenants or purchasers.

18. Notice. Any notices, demands, communications, or election to exercise any option herein, whether intended for the Landlord or the Tenant, shall be in writing and may be delivered in person or by registered or certified mail to the address of the party intended as the recipient thereof at such address as stated hereon, or to such other address as the parties may from time to time designate in writing.

19. Cumulative rights. All rights and remedies provided herein for the Landlord are cumulative and are in addition to any other remedies accruing to Landlord by operation of law.

20. Disclaimer of Warranties. The execution by the Lessor and Lessee of the Lease shall not be construed as a warranty or representation by the Lessor or by the Lessee that the premises are fit and suitable for the use which Lessee intends to make or may make of the premises. The Lessor hereby specifically disclaims any and all warranties whether expressed or implied.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease by affixing their signatures and seals on the day and year first above set forth.

LANDLORD:
CITY OF FAIRHOPE

By: _____
Karin Wilson, Mayor

TENANT:
SCOTT FREE PRODUCTIONS

By: _____
Ted Deiker Line Producer

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that KARIN WILSON whose name is signed to the foregoing conveyance as Mayor of the City of Fairhope, and who is known to me acknowledged before me on this day, that being informed of the contents of said instrument, he with full authority executed the same voluntarily on the day the same bears date.

Given under my hand and seal on this the ____ day of _____, 2019.

(AFFIX SEAL)

Notary Public
My Commission Expires:

STATE OF ALABAMA
COUNTY OF BALDWIN

I, the undersigned, a Notary Public in and for said County in said State, do hereby certify that TED DEIKER whose name as Line Producer of SCOTT FREE PRODUCTIONS is signed to the foregoing document as Tenant, and who is known to me acknowledged before me on this day, that being informed of the contents of said instrument, he as such officer and with full authority executed the same voluntarily for and as the act of said limited liability company on the day the same bears date.

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

(AFFIX SEAL)

Notary Public
My Commission Expires: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council authorizes Mayor Karin Wilson to execute a Real Estate Purchase and Sale Agreement between the City of Fairhope and The Utilities Board of the City of Foley d/b/a Riviera Utilities, that certain real property and improvements located at the northwest corner of Nichols Avenue and Young Street, Fairhope, Alabama for the negotiated purchase price of \$50,000.00.

Adopted this 28th day of January, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered by and between **THE UTILITIES BOARD OF THE CITY OF FOLEY D/B/A RIVIERA UTILITIES**, (“**Seller**”), and **THE CITY OF FAIRHOPE**, (“**Purchaser**”). The date upon which the last of Seller and Purchaser has executed and delivered this Agreement shall be the “**Effective Date**” of this Agreement.

For in consideration of \$5.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. Purchase and Sale. Subject to the terms and conditions of this Agreement, Seller hereby agrees to sell and convey to Purchaser, and Purchaser hereby agrees to purchase from Seller, that certain real property and improvements located at the northwest corner of Nichols Avenue and Young Street, in Fairhope, AL, and depicted on Exhibit “A” attached hereto, (the “**Property**”). A more specific legal description of the Property will be provided by the Title Company (as defined below).

2. Purchase Price. The purchase price (the “**Purchase Price**”) for the Property is **\$50,000.00**, payable in cash at closing.

3. Title Approval. Promptly following the Effective Date, Purchaser will obtain a commitment (“**Title Commitment**”) from Irby & Heard, P.C. (“**Title Company**”) for an owner's title insurance policy (“**Owner’s Policy**”), along with copies of any items listed as title exceptions therein. Prior to expiration of the Due Diligence Period (as defined below), Purchaser shall give Seller written notice of any condition of title which is not satisfactory to Purchaser (“**Title Objections**”). Other than satisfaction of mortgage indebtedness, Seller shall not be required to cure any Title Objections, however, in the event Seller fails to cure such objections on or before the Closing Date, Purchaser may either (i) cancel this Agreement, in which event no party shall have any further obligations to the other under this Agreement, or (ii) close the purchase of the Property subject to (and with waiver of) such objectionable title matters. Any title exceptions which are set forth in the Title Commitment or survey of the Property to which the Purchaser does not object prior to expiration of the Due Diligence Period shall be deemed to be permitted exceptions to the status of Seller's title (the “**Permitted Exceptions**”).

4. Due Diligence Period. Subject to prior notice and scheduling with Seller, Purchaser or Purchaser's agents may inspect and evaluate the Property at any reasonable time during daylight hours for a maximum period of one hundred eighty (180) days after the Effective Date (the “**Due Diligence Period**”) as needed to inspect, examine, survey, perform studies or assessments including surveying, building inspection and environmental, or otherwise do whatever Purchaser reasonably deems necessary to evaluate the Property; provided, however, none of the physical investigations so conducted will result in any material adverse change to the physical characteristics of the Property. If Purchaser is not satisfied, in Purchaser’s sole and absolute discretion, with such inspection or evaluation of the Property, Purchaser may cancel this Agreement by giving written notification of such cancellation to Seller prior to the expiration of the Due Diligence Period, in which event no party hereto shall have any further obligations under this Agreement. In the event Purchaser does not give such notification to Seller in writing prior to the expiration of the Due Diligence Period, the said inspection or evaluation of the Property shall be deemed satisfactory to Purchaser.

5. Closing Costs and Expenses Paid by Purchaser. Purchaser shall pay the costs associated with the Owner’s Title Insurance Policy, the costs of preparation of the Deed and the closing and escrow fees charged by the Title Company.

6. Prorations, Credits and Adjustments. Real property taxes (if any) and assessments (if any) and Fairhope Single Tax Corporation rent shall be prorated to the Closing Date.

7. **Closing and Closing Date.** Subject to the terms hereof, the consummation of the purchase and sale contemplated under this Agreement (the “**Closing**”) shall be held at the office of the Title Company on a date mutually agreed to by the parties.

8. **Representations and Warranties of Seller.** Seller hereby makes the following representations and warranties to Purchaser:

(a) Seller has the full corporate power, right and authority to enter into this Agreement, without joinder of any other person or entity, and the person executing this Agreement on behalf of Seller has the authority to execute and deliver this Agreement on behalf of Seller.

(b) To Seller’s actual knowledge, no claim, action, suit, litigation, arbitration, or other proceeding relating to the Property has been threatened or is pending before any court, commission, or other body or authority.

Seller agrees to promptly notify Purchaser in the event Seller receives notice prior to Closing that any of the foregoing representations and warranties, though correct when made, are no longer true. In the event Seller receives such notice, Purchaser may either (a) terminate this Agreement in which event neither party shall have any further obligations under this Agreement, or (b) consummate the Closing in which event any objection to the subject matter shall be deemed waived.

9. **Closing Documents.** The purchase and sale of the Property pursuant to this Agreement shall be made by the execution and delivery at the Closing of the following instruments and documents by, from and between Seller and Purchaser, as applicable:

(a) A General Warranty Deed or Bill of Sale (the “**Deed**”) in customary form prepared in accordance with the Title Commitment, subject to the Permitted Exceptions;

(b) Execution by the Fairhope Single Tax Corporation of a new Lease in favor of Purchaser;

(c) A closing statement prepared by the Title Company in accordance with this Agreement;

(d) ALTA owner's title policy in Alabama standard form, naming Purchaser as insured, in the amount of the Purchase Price, insuring that Purchaser owns good and marketable title to the Property;

(e) Such organizational documents, proof of existence, authorizations and customary closing affidavits as the Title Company may require in order to vest in Purchaser good and marketable title to the Property at Closing;

(f) Such other and additional documents or instruments as may be required of Seller or Purchaser, under the terms of this Agreement, to complete the sale and purchase of the Property.

10. **Risk of Loss.** Seller assumes all risks and liability for damage to or injury occurring to the Property by fire, storm, flood, accident, or any other casualty or cause until the Closing has been consummated. If the Property, or any part thereof, suffers any damage prior to the Closing from fire or other casualty, Purchaser may either (a) terminate this Agreement or (b) consummate the Closing, in which

latter event all proceeds of any insurance covering such damage shall be assigned to Purchaser at the Closing.

11. Default Remedies. In the event the purchase and sale is not consummated because of a default or breach by Seller under the terms of this Agreement, the Purchaser may, as its sole and exclusive remedy, either: (i) terminate this Agreement by written notice thereof to Seller and Purchaser shall have no further rights or remedies against Seller for such breach, or (ii) exercise any and all rights seeking specific performance of the obligations of Seller under this Agreement. In the event the purchase and sale is not consummated because of a default or breach by Purchaser under the terms of this Agreement, the Seller may, as its sole and exclusive remedy, terminate this Agreement by written notice thereof to Purchaser, and Seller shall have no further rights or remedies against Purchaser for such breach.

12. Brokerage: The Parties each represent that they have dealt with no real estate agent, broker, etc. who would be entitled to a real estate commission, finder's fee, etc. as a result of the consummation of the transaction contemplated in this Purchase Agreement.

13. Notices. Any notices or other communications which may be required or desired to be given under the terms of this Agreement shall be in writing and shall be deemed to have been duly given if personally delivered, if delivered by facsimile transmission with electronic receipt confirmed, if sent by overnight courier service (e.g., Federal Express) or if mailed by United States certified mail, return receipt requested, postage prepaid, addressed to the respective party at the addresses set forth below:

If to Seller:
The Utilities Board of the City of Foley
d/b/a/ Riviera Utilities
413 East Laurel Avenue
Foley, Alabama 36525
Attention: Tom Debell

If to Purchaser:
The City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533
Attention: Richard Peterson

Any notice so given, delivered or made by mail shall be deemed to have been duly given, delivered or made when received at the above-stated address or facsimile number. Either party may change the address to which notices are to be sent to such party by written notice to the other party specifying such change of address.

14. Successors and Assigns. The terms and provisions of this Agreement shall bind, and inure to the benefit of, the parties hereto and their respective successors and assigns. Purchaser may assign its rights under this Agreement to any entity affiliated with Purchaser or its members.

15. Additional Contingency. In addition to any other contingencies contained in this Agreement, the closing of the transaction contemplated herein is expressly made contingent on Purchaser obtaining approval from the City of Fairhope, Alabama for the operation of a utility substation on the Property. Seller agrees to fully cooperate with Purchaser to obtain final approval from all governmental authorities to allow for Purchaser's intended use of the Property.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date shown above the signature of each.

SELLER:

THE UTILITIES BOARD OF THE CITY OF
FOLEY d/b/a RIVIERA UTILITIES

By: _____

Name: _____

Title: _____

Date: _____

PURCHASER:

THE CITY OF FAIRHOPE

By: _____

Name: _____

Its: _____

Date: _____

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Wilson is hereby authorized to appoint the following persons as special Prosecutors to be used when the City Attorney, Marcus E. McDowell, has a conflict with certain cases at a fee of \$100.00:

James Sweet
Parker Sweet
Warren Harbison
Lee Webb

BE IT FURTHER RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Resolution No. 1103-05 is hereby repealed and replaced.

ADOPTED 28TH DAY OF JANUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

11 April 2005

RESOLUTION NO. 1103-05

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that Mayor Kant is hereby authorized to appoint the following persons as special prosecutors to be used when the City Attorney, Marion E. (Tut) Wynne has a conflict with certain cases at a fee of \$100.00:

James Scroggins	Michael
Karol Kemp DiMario	Dasinger
Robert Stankoski	James Sweet

Approved and Adopted this 11th day of April, 2005

Timothy M. Kant, Mayor

Attest:

Geniece W. Johnson, City Clerk/Treasurer

James Sweet will be used as the City's Alternate Judge when the City's Judge, Judge Snedeker, has a conflict with certain cases. The City Council does not have to take action on appointing a special acting Judge.

Councilmember Quinn introduced in writing, and so moved for the adoption of the following resolution, a resolution authorizing Mayor Kant to amend the duration of said agreement between the City of Fairhope and Alabama Department of Conservation and Natural Resources, State Lands Division for the purpose of improving Public Access to Mobile Bay at Orange Street, Pier Street, and Volanta Avenue. Seconded by Councilmember Stankoski, motion passed unanimously by voice vote.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to execute a contract for Final Extension of Bid No. 010-17, Sludge Removal Services for the Waste Water Treatment Plant, with Green South Solutions, LLC for an additional one year, as per the terms and conditions of the original contract. The cost is \$85.00 per cubic yard for an annual estimated cost of \$505,000.00 based on FY2017.

Adopted on this 28th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 1/18/2019

Please return this Routing Sheet to Treasurer by: ASAP *JAH*

Project Name: Sludge Removal Services Contract Extension #2; effective 3/3/2019 & ending 3/31/2020

Project Location: Wastewater Treatment Plant

Presented to City Council: 1/28/2019 Resolution # : _____

Funding Request Sponsor: Tim Manuel Approved _____

Rejected _____

Project Cash Requirement Requested:

Cost: \$505,000.00 estimated cost based on contract pricing and FY 2018 frequency of service
\$85 / cubic yard

Vendor: Green South Solutions, LLC

Project Engineer: n/a

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

Department Funding This Project							
General	Gas	Electric	Water	Sewer XXX	Gas Tax	Cap Proj	Impact
Department of General Fund Providing the Funding							
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 <u>XXX</u> Capitalized _____ Inventoried _____	Funding Source: _____ Operating Expenses <u>XXX</u> Budgeted Capital _____ Unfunded _____
---	--

Expense Code: 004020-50365 Grant: _____ Federal - not to exceed amount
 G/L Acct Name: Maintenance-Plant State _____

Project Budgeted: \$500,000.00 City _____

Over (Under) budget amount: \$5,000.00 Bond: _____ Title _____ Year _____
 Loan: _____ Title _____ Year _____

Comments: Capital Lease: _____ Payment _____ Term _____

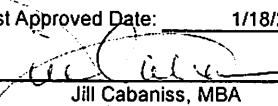
City Council Prior Approval/Date? No

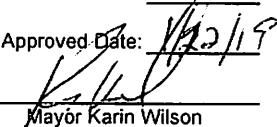
_____ City Treasurer	_____ Finance Director	_____ Mayor
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Purchasing Memo Date: _____ Purchasing Memo Date: 1/17/2019 Delivered To Date: 1/18/2019

Request Approved Date: _____ Request Approved Date: 1/18/2019 Approved Date: 1/22/19

Signatures: _____


 Jill Cabaniss, MBA


 Mayor Karin Wilson




MEMO

Karin Wilson
Mayor

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

Lisa A. Hanks, MMC
City Clerk

To: Jill Cabaniss, Director of Finance
From: 
Delores A Brandt, Purchasing Manager

Date: January 17, 2019

Re: Requesting City Council Award **Extension #2 of Bid No. 010-17 Sludge Removal Services 2017**

On March 3, 2017, **Bid No. 010-17 Sludge Removal Services 2017** contract was issued to **Green South Solutions, LLC** of Florala, AL and it was to terminate on March 9, 2018. Extension #1 was approved and executed and will end on March 3, 2019. The Mayor has requested that the City exercise the option of extending the bid one additional and final year (Extension #2) to **terminate on March 31, 2020.**

If approved, **Extension #2** will be awarded to Green South Solutions, LLC, of Florala, AL for the contract unit prices quoted on January 24, 2017 when the Bid was opened and recorded. The Vendor is in agreement with the extension (see attached letter).

Please place on the next available City Council Agenda this request to extend for the second and final additional year, the award of Extension #2 of contract for Bid No.010-17 Sludge Removal Services 2017 and authorize the Mayor to execute contact extension #2 with Green South Solutions, LLC.

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

Cc: file, Tim Manuel

251-928-6776 Fax
www.fairhopeal.gov



GREENSOUTH
solutions

PO Box 325, Flomala, Alabama 36442

334-858-2622

www.greensouthsolutions.com

January 17, 2019

Mr. Tim Manuel
City of Fairhope WWTP
555 South Section Street
Fairhope, Alabama 36532

RE: Contract Extension Request
Bid No. 010-17 Sludge Removal Services

Mr. Manuel,

GreenSouth Solutions, LLC, hereby requests that the above referenced Contract be extended for the period of one year from the expiration date of its current term. All current contract elements, pricing and terms are to remain the same for the extended term. We value our established relationship with the City and look forward to another year.

Thank you,

Cole E. Dunn
Vice President

Alabama 46983

Florida CBC1260594
CUC1225271

Mississippi 20328

*Asphalt Paving ~ Biosolids Management ~ Environmental Construction ~ Site Prep ~ Underground Utilities
Demolition ~ Dredging*

Extension #2
CONTRACT DOCUMENTS
BID FORM AND SPECIFICATIONS
FOR

BID NO 010-17 SLUDGE REMOVAL SERVICES
FOR
CITY OF FAIRHOPE

Karen Wilson, Mayor

Jack Burrell, Council President

Set No. _____

City of Fairhope

Extension No. 2 of Contract for

Bid No 010-17 Sludge Removal Services

This EXTENSION NO. 2 OF CONTRACT ("Extension") is made this ___ day of _____, 201___ for the purpose of extending the Contract known as Bid No. 010-17 Sludge Removal Services, dated March 3, 2017, ("Original Bid") between the City of Fairhope, and Green South Solutions, LLC., of Florala, AL the ("Parties").

1. The Original Awarded Bid, which is attached hereto as a part of this Extension, is described below:

Bid No. 010-17 Sludge Removal Services, and was to end on March 3, 2018 at 11:59 p.m.

2. The Parties agreed to extend the Original Contract for an additional period (Extension #1), which began immediately upon the expiration of the Original time period, **March 3, 2018** and will end on **March 3, 2019, at 11:59 p.m.**

3. The Parties agreed to extend the Original Contract and first extension, for a **second and final period**, which will begin immediately upon the expiration of the first extension time period, **March 3, 2019**, and will end on **March 3, 2020, at 11:59 p.m.**

4. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Awarded bid, is the entire agreement between the Parties. All other terms and conditions of the Original Awarded Bid, including pricing, remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this **Extension #2** as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

ATTEST:

BY: Karin Wilson, Mayor

BY: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

STATE OF ALABAMA}
COUNTY OF BALDWIN}

I, the undersigned authority in and for said State and County, hereby certify that KARIN WILSON as Mayor of the City of Fairhope whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document he executed the same voluntarily on the date the same bears date.

Given under my hand and Notary Seal on this ___ day of _____, 2019

Notary Public _____

My Commission Expires: _____

CONTRACTOR

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

BY: _____
(Signature of Officer Authorized to sign Bids
and Contracts for the Firm)

(Position or Title)

(Business Mailing Address)

(Business Mailing Address)

(City, State, Zip Code)

(GENERAL CONTRACTOR'S LICENSE NUMBER)

Foreign Corporation Registration
(Required of out-of-state-vendors)

THIS MUST BE NOTARIZED!

STATE OF _____ }
COUNTY OF _____ } ss:

I, the undersigned authority in and for said State and County, hereby certify that_

_____, as _____
(Type or Print name of bid signer here) (Type or Print bid signers Title here)

respectively, of _____
(Type or Print company name here)

whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notaries Seal on this _____ day of _____, 201____

Notary Public _____

My Commission Expires ____/____/____

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 45 Computers and 10 Monitors for the Police Department; and the equipment is available for direct procurement through the National Intergovernmental Purchasing Alliance (“National IPA”) [Contract No. 2018011-2)]; and therefore, does not have to be let out for bid. This has been nationally bid through the National IPA’s bid process. The total cost is \$29,641.40.

Adopted on this 28th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 1/22/2019

Please return this Routing Sheet to Treasurer by: ASAP

EMH

Project Name: Procurement of (45) Computers plus (10) Monitors

Project Location: Various across City

Presented to City Council: 1/28/2019

Funding Request Sponsor: Jeff Montgomery, IT Director

Project Cash Requirement Requested:
Cost: \$29,641.40

Vendor: SHI International Corp
 (National IPA buying group)

Project Engineer: n/a

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

Resolution #:
 Approved _____
 Changed _____
 Rejected _____

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

Project will be: **Funding Source:**

Expensed <u>XXX</u> Capitalized _____ Inventoried _____ Expense Code: <u>Various-60300</u> G/L Acct Name: <u>Computer Expense</u> Project Budgeted: <u>\$35,000.00</u> Over (Under) budget amount: <u>(\$5,358.60)</u>	Operating Expenses <u>XXX</u> Budgeted Capital _____ Unfunded _____ Grant: _____ Federal - not to exceed amount State _____ City _____ Bond: _____ Loan: _____ Title _____ Year _____ Title _____ Year _____ Capital Lease: _____ Payment _____ Term _____
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Comments: Erroneously budgeted to Purchased V&E-Item cost is \$770/ea which does not warrant capitalization. Propose moving budgeted amount to Computer Expense budget

City Council Prior Approval/Date? <u>No</u> _____ City Treasurer Purchasing Memo Date: _____ Request Approved Date: _____ Signatures: _____	_____ Finance Director Purchasing Memo Date: <u>1/18/2019</u> Request Approved Date: <u>1/22/2019</u> _____ Jill Gabaniss, MBA	_____ Mayor Delivered To Date: <u>1/22/2019</u> Approved Date: <u>1/22/19</u> _____ Mayor Karin Wilson
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MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance
From: Delores A. Brandt
Delores A. Brandt Purchasing Manager

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

Date: January 18, 2018

Re: Council Approval -- request for over \$10,000 Budgeted Procurement of 45 Computers and 10 Monitors thru National IPA buying group for use throughout various departments in the City

Lisa A. Hanks, MMC
City Clerk

The I.T. Department requests approval to procure the budgeted FY2019 **45 computers plus 10 Monitors** for use throughout the City. This procurement will be through **National IPA** buying group, **from SHI International Corp.** The **National IPA -Solutions & Services- Contract # 2018011-02.**

Specifications were determined by I.T. Department for the City of Fairhope. The vendor will be SHI International Corp. of Somerset, NJ., and the cost for forty-five (45) Computers and the ten (10) Monitors is **TWENTY-NINE THOUSAND SIX HUNDRED FORTY-ONE DOLLARS AND FORTY CENTS (\$29,641.40).**

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

NOTES:
See Attached Vendor Quotation printout for details.
Not currently available off Ala State Contract list

Please compose a greensheet and forward to City Council to approve this procurement of forty-five (45) computers and ten (10) monitors for use in various departments, from SHI International Corp of Somerset, N.J. for a cost of \$29,641.40

Cc: file, J Montgomery



Pricing Proposal
 Quotation #: 16435005
 Created On: 12/20/2018
 Valid Until: 12/31/2018

City of Fairhope

Inside Account Executive

Jeff Montgomery

AL
 United States
 Phone: (251) 928-8003
 Fax:
 Email: jeff.montgomery@fairhopeal.gov

Jim Grogan

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 732-652-0833
 Fax: 732-564-8224
 Email: Jim_Grogan@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Lenovo ThinkCentre M720q 10T7 - Tiny desktop - 1 x Core i5 8400T / 1.7 GHz - RAM 8 GB - SSD 256 GB - TCG Opal Encryption, NVMe - UHD Graphics 630 - GigE - WLAN: 802.11a/b/g/n/ac, Bluetooth 4.2 - Win 10 Pro 64-bit - monitor: none - TopSeller Lenovo - Part#: 10T7002CUS Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	45	\$627.00	\$28,215.00
2 24In Lcd 1920X1080 1K:1 Vx2476-Smhd Vga Hdmi Dp 4Ms ViewSonic - Part#: VX2476-SMHD Contract Name: National IPA - IT Solutions & Services Contract #: 2018011-02	10	\$142.64	\$1,426.40
		Subtotal	\$29,641.40
		Total	\$29,641.40

Additional Comments

Please Note: Lenovo has a zero returns policy on any custom build machines. Lenovo also does not allow returns on open box/phased out products.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business.
 TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the SHI Online Customer Resale Terms and Conditions, unless a separate resale agreement exists between SHI and the Customer.

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 13 Handheld Radios and 3 In-Car Mobile Radios for the Police Department and the type of vehicle needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; and

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

Contract Number: T3004020001 **Cost is \$64,997.34**

Adopted on this 28th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Project Funding Request

Issuing Date: 1/22/2019

Please return this Routing Sheet to Treasurer by: ASAP

FAH

Project Name: Procurement of (13) thirteen handheld radios and (3) three in car mobile radios

Project Location: Police Department

Presented to City Council: 1/28/2019

Funding Request Sponsor: Chief Hollinghead

Project Cash Requirement Requested:
Cost: \$64,997.34

Vendor: Motorola Solutions
(State Master Agreement)

Project Engineer: n/a

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

Resolution # :
Approved _____
Changed _____
Rejected _____

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

Project will be:

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

Expense Code: 001150-50470 Grant: _____ Federal - not to exceed amount State _____

G/L Acct Name: Capital Purchases - Vehicles & Equipment City _____

Project Budgeted: \$65,000.00

Over (Under) budget amount: (\$2.66)

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

Capital Lease: _____ Payment _____ Term _____

Comments:

City Council Prior Approval/Date? No

<u>City Treasurer</u> Purchasing Memo Date: _____ Request Approved Date: _____ Signatures: _____	<u>Finance Director</u> Purchasing Memo Date: <u>1/18/2019</u> Request Approved Date: <u>1/22/2019</u> Signatures: <i>Jill Cabaniss</i> Jill Cabaniss, MBA	<u>Mayor</u> Delivered To Date: <u>1/22/2019</u> Approved Date: <u>1/22/19</u> Signatures: <i>Karin Wilson</i> Mayor Karin Wilson
---	--	---



MEMO

Karin Wilson
Mayor

To: Jill Cabaniss, Director of Finance
From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: January 18, 2019

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

Re: **Green Sheet - Council Approval of request for BUDGETED over \$10,000 Procurement of 13 handheld Radios and 3 In-car (Mobile) Radios, along with accessories to include batteries and chargers through State contract with Motorola Solutions.**

Lisa A. Hanks, MMC
City Clerk

The Police Department requests approval to **Purchase** additional handheld and mobile radios to accommodate additional hires and for spare radios in the event of one needing repair. This procurement was **budgeted at \$65,000 for the fiscal year 2019 under capital purchases. The purchase price for the above items is \$64,997.34, which brings the purchase just under budget.** This procurement will be through the Alabama State Master Agreement T3004020001 and the vendor will be **Motorola Solutions**, Schaumburg, Illinois.

NOTE:
See Attached Vendor Quotation for details.

Lead time: 4 to 6 Weeks

Please compose a green sheet and have approved this over budget (2019) procurement for the purchase of multiple handheld and mobile radios for the Police Department, for a cost of \$64,997.34.

CC: file, S. Hollinghead, T. Hoskins

161 North Section
Street PO Drawer 429
Fairhope, Alabama
36533

251-928-2136
251-928-6776 Fax
www.fairhopeal.gov



Fairhope Police Department

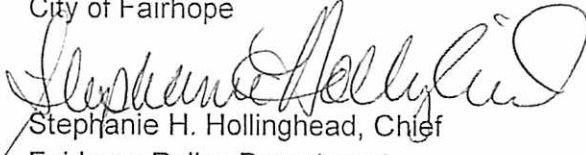
Joseph H. Petties
Chief of Police

"On Beautiful Mobile Bay"

107 N. Section St.
Fairhope, AL 36532
(251) 928-2385
Fax (251) 990-0158

DATE: January 18, 2019

TO: Dee Dee Brandt, Purchasing Agent
City of Fairhope

FROM: 
Stephanie H. Hollinghead, Chief
Fairhope Police Department

SUBJECT: Handheld/Mobile Radios

Please find attached pricing information from Motorola Solutions for the purchase of thirteen handheld radios and three in-car (mobile) radios, with accompanying accessories. All items are listed under Alabama State bid Master Agreement Number T3004020001; therefore, the bid process is not required. All installation of equipment will be performed in-house.

This purchase was previously approved in the 2019 budget in the amount of \$65,000.00. The purchase price for these items is \$64,997.34, which brings us just under budget. Please prepare the necessary paperwork for this item to be placed on the next City Council agenda. Let me know if you need additional paperwork or have any questions.

SHH/tdh

STATE OF ALABAMA T300
TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES

THERE ARE MULTIPLE VENDORS AND SUB-VENDORS ON THIS CONTRACT. THE MANUFACTURER IS THE FIRST VENDOR ON EACH CONTRACT, FOLLOWED BY THEIR CERTIFIED SUB-VENDORS, WITH THE EXCEPTION OF MOTOROLA. MOTOROLA DOES NOT LIST ANY SUB-VENDORS. THE FOLLOWING IS THE LIST OF MANUFACTURER CONTRACTS WITH THEIR CONTRACT NUMBERS.

STATE AGENCIES MUST ENTER THE DISCOUNTED PRICE IN THE COMMODITY LINE'S UNIT PRICE FIELD. STAARS DOES NOT CALCULATE THE DISCOUNTED PRICE. QUOTES FROM THE VENDOR MUST INCLUDE THE RETAIL PRICE AND THE DISCOUNTED PRICE AND THE MANUFACTURER'S CONTRACT NUMBER.

CONTRACT NUMBERS/MANUFACTURES:

T3004020001	MOTOROLA SOLUTIONS, INC.
T3004020002	SECOM SYSTEMS (KENWOOD)
T3004020003	BK TECHNOLOGIES/RELM
T3004020004	ICOM AMERICA, INC.
T3004020005	HARRIS CORP.
T3004020006	EF JOHNSON COMPANY



MOTOROLA SOLUTIONS

Quote Number: QU0000463842
 Effective: 08 JAN 2019
 Effective To: 09 MAR 2019

Bill-To:

FAIRHOPE, CITY OF
 PO DRAWER 429
 FAIRHOPE, AL 36533
 United States

Ultimate Destination:

FAIRHOPE, CITY OF
 555 S SECTION ST
 FAIRHOPE, AL 36532
 United States

Attention:

Name: DJ WHITE
 Phone: 251-XXX-XXXX

Sales Contact:

Name: Stephenie Shirley
 Email: StephenieShirley@CESTeamone.com
 Phone: 251-421-7271

Contract Number: ALABAMA STATE CONTRACT

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	13	H98UCD9PW5BN	APX6000 7/800 MHZ MODEL 1.5 PORTABLE	\$5,400.00	\$3,548.50	\$46,130.50
1a	13	QA02756AA	ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING			
1b	13	Q58AL	ADD: 3Y ESSENTIAL SERVICE			
1c	13	QA07577AA	ALT: BATT IMPRES 2 LIION TIA4950			
1d	13	H869BZ	IP68 3100T STD ENH: MULTIKEY			
1e	13	H842AU	ADD: SINGLE UNIT PACKING	-	-	-
1f	13	G996AU	ADD: PROGRAMMING OVER P25 (OTAP)			
1g	13	QA00580AC	ADD: TDMA OPERATION			
2	15	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA	\$150.00	\$108.00	\$1,620.00
3	960	SVC03SVC0105D	INFRASTRUCTURE PROGRAMMING	\$1.00	\$1.00	\$960.00
4	30	NNTN8092A	BATT IMP FM R LI ION 2300M 2350T BLK	\$142.00	\$102.24	\$3,067.20
5	30	PMMN-4099B	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHONE,3.5MM,UL	\$132.00	\$95.04	\$2,851.20
6	3	M22URS9PWIAN	APX4500 7/800	\$5,109.00	\$3,129.80	\$9,389.40
6a	3	W22BA	ADD: STD PALM MICROPHONE APX			
6b	3	G67CF	ADD:REMOTE MOUNT MID POWER			
6c	3	W969BM	ADD: MULTIKEY			
6d	3	G174AF	ADD: ANT 3DB LOW-PROFILE 762-870			
6e	3	G24AX	ADD: 3Y ESSENTIAL SERVICE			
6f	3	QA02756AD	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM			
6g	3	GA00804AA	ADD: APX O2 CONTROL HEAD (Grey)			
6h	3	G444AH	ADD: APX CONTROL HEAD SOFTWARE	-	-	-
6i	3	B18CR	ADD: AUXILARY SPKR 7.5 WATT			
6j	3	GA00235AA	ADD: NO GPS ANTENNA NEEDED	-	-	-
6k	3	G996BD	ADD: PROGRAMMING OVER P25 (OTAP)			
6l	3	GA00580AD	ADD: TDMA OPERATION			
7	4	HAF4013A	7/8,900 MHZ WIDEBAND LOW PROFILE, 3DB GAIN THROUGH HOLE NMO MOUNT	\$43.00	\$30.96	\$123.84
8	200	SVC03SVC0105D	INFRASTRUCTURE PROGRAMMING	\$1.00	\$1.00	\$200.00

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
9	14	PMLN5324C	LEATHER CASE 2.75 SWL BL 2500MAH	\$65.00	\$46.80	\$655.20

Total Quote in USD

\$64,997.34

PRICED PER THE ALABAMA T300 CONTRACT. 3 HAVIS FACEPLATES ADDED TO THE QUOTE UNDER SVC03SVC0105.

PO Issued to Motorola Solutions Inc. must:

- >Be a valid Purchase Order (PO)/Contract/Notice to Proceed on Company Letterhead. Note: Purchase Requisitions cannot be accepted
- >Have a PO Number/Contract Number & Date
- >Identify "Motorola Solutions Inc." as the Vendor
- >Have Payment Terms or Contract Number
- >Be issued in the Legal Entity's Name
- >Include a Bill-To Address with a Contact Name and Phone Number
- >Include a Ship-To Address with a Contact Name and Phone Number
- >Include an Ultimate Address (only if different than the Ship-To)
- >Be Greater than or Equal to the Value of the Order
- >Be in a Non-Editable Format
- >Identify Tax Exemption Status (where applicable)
- >Include a Signature (as Required)



State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

New

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 999 T3004020001

NOT TO EXCEED AMOUNT:

Begin Date: 10/01/2018

Procurement Folder: 699038

Expiration Date: 09/30/2019

Procurement Type: Master Agreement

Solicitation Number:

Replaces Award Document:

Award Date:

Replaced by Award Document:

Modification Date: 10/02/18

Version Number: 1

CONTACT INFORMATION

REQUESTOR:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

ISSUER:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

BUYER:

Pat Antle
334-242-7253
pat.antle@purchasing.alabama.gov

CONTRACT DESCRIPTION

TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES, T300

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046539: Motorola Solutions Inc.
1301 E Algonquin Road
Schaumburg IL 60196

Contact:

Tom Henderson
5042280631
tom.henderson@motorolasolutions.com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO / FIXED EQUIPMENT, TWO-WAY, MOTOROLA
 RADIO / FIXED EQUIPMENT, TWO-WAY, MOTOROLA

15 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay System
 RADIO, TWO-WAY MOTOROLA, PORTABLE APX 900, APX 1000,
 RADIO, TWO-WAY MOTOROLA, PORTABLE APX 900, APX 1000, APX 4000 SUBSCRIBER

40 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay System
 RADIO-TWO-WAY, MOTOROLA, PORTABLE APX 6000, APX 8000
 RADIO-TWO-WAY, MOTOROLA, PORTABLE APX 6000, APX 8000 SUBSCRIBER

35 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO,, TWO-WY, MOTOROLA, MOBILE, APX 1500, APX 4500
 RADIO,, TWO-WY, MOTOROLA, MOBILE, APX 1500, APX 4500 SUBSCRIBER

40 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, MOTOROLA, MOBILE APX 6500,
 RADIO, TWO-WAY, MOTOROLA, MOBILE APX 6500, APX 8500 SUBSCRIBER

35 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72688 - Two-Way Radio, Portable, Including Vehicle Radio Relay System
 RADIO, TRO-WAY, MOTOROLA, MOTOTRBO, PORTABLE

COMMODITY / SERVICE INFORMATION

RADIO, TRO-WAY, MOTOROLA, MOTOTRBO, PORTABLE SUBSCRIBER

10 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY, MOTOROLA, MOTORBO FIXED
 RADIO, TWO-WAY, MOTOROLA, MOTORBO FIXED RADIO EQUIPMENT

10 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 ACCESSORIES, TWO-WAY RADIO, MOTOROLA
 ACCESSORIES, TWO-WAY RADIO, MOTOROLA

28 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
9	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 REPAIR PARTS / SERVICE, 2-WAY RADIO MOTOROLA
 REPAIR PARTS / SERVICE, 2-WAY RADIO MOTOROLA

25 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

72690 - Two-Way Radio Supplies, Parts, and Accessories
 SOFTWARE, TWO-RADIO, MOTOROLA
 SOFTWARE, TWO-RADIO, MOTOROLA

0 (zero) PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
 RADIO, TWO-WAY MOTOROLA CERTIFIED THIRD PARTY

COMMODITY / SERVICE INFORMATION

RADIO, TWO-WAY MOTOROLA CERTIFIED THIRD PARTY SUPPLIER PRODUCTS
(NON-MOTOROLA VENDOR PRODUCTS)

10 PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	EA	\$0.000000	\$0.00			\$0.00	\$0.00

7268830 - RADIOS, TWO-WAY, (BRAND LISTED OR EQUAL)
RADIO, TWO-WAY, MOTOROLA, INSTALLATION
RADIO, TWO-WAY, MOTOROLA, INSTALLATION SERVICES

0 (zero) PERCENT OFF LIST

USERS MUST ENTER THE DISCOUNTED PRICE IN THE UNIT PRICE FIELD. QUOTES MUST CONTAIN THE MFR RETAIL PRICE AND THE DISCOUNTED PRICE.

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

7268830

Approved:



Purchasing Director

APPROVALS			
Date	Status Before	Status After	Approver

T3004020001	Document Phase Final	Document Description TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES, T300	Page 5 of 6
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T 300 Two-Way Radio Equipment, Parts, Accessories

Terms and Conditions

Purpose:

Establish a contract for two-way radios, accessories, repair parts, programming software and related components. This contract will be for all state and local governmental agencies of Alabama (including schools). Purchases by local governmental agencies/schools are optional. Vendors must bid a percentage discount off manufacturer's list price for the brand's full product line, including accessories with the following exceptions:

*#Test Equipment *#Coax Cable *#Antennas (For Towers) *#Pagers
*#Cellular Phones *#Radio Towers *#Mobile Data Terminals, Equipment or Software
*#Repair Parts for Antennas (For Towers) or For Towers
*#Customer Service Request Professional Service

Base Stations, repeaters and consoles are included in this contract.
This contract is not intended to be used to purchase an entire radio communication system.

Vendor must provide a catalog and price list at no charge to state agencies, upon request. Vendor must also keep the agencies apprised of any changes to the catalog and price list.

Vendor to provide service manuals to ordering agencies as follows:

One manual per each (8) mobile or portables shipped to agency.
One manual per each base station shipped to agency.

Vendor should also provide information detailing the type and availability in the maintenance and servicing of the radio equipment.

Assignment of Contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing Director.

Delivery:

Items are to be delivered to various locations throughout the 67 counties in Alabama. The exact locations and quantities will be provided by the ordering agency.

Freight:

Bid is F.O.B. Destination. Any freight charges must be included in the bid prices.

Contract Period:

Establish a 12 month contract with an option to extend for a second, third, fourth and fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth, or fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third, or fourth 12 month period expires. Any successive extension must have written approval of both the state and vendor no later than 30 days prior to expiration of the previous 12 month period.

Non-Appropriation of Funds:

Continuation of any agreement between the state and a bidder beyond a fiscal year is contingent upon continued legislation appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The state will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the state to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the state to make such payment (proration of appropriated funds for the state having been declared by the governor pursuant to Section 41-4-90 of the code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

New Equipment:

All equipment must be new, unused, and currently in production. It must be acceptable by the original equipment manufacturer for their maintenance.

Equipment Warranty:

Equipment shall be warranted for a minimum of twelve (12) months. Warranty shall cover all parts, labor and freight cost associated with repairs and/or replacement of defective equipment. Accidents, misuse and negligence are not covered by this warranty. The warranty shall commence on the date the equipment is put into service by the using agency. Vendor will use whatever means required to facilitate this warranty, and will insure total satisfactory performance to the using agency.

T3004020001	Document Phase Final	Document Description TWO-WAY RADIO EQUIPMENT, PARTS, ACCESSORIES, T300	Page 6 of 6
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Price Decreases:

The State Division of Purchasing contract administrator (buyer) shall be notified immediately regarding any manufacturer's price decrease affecting a contract item. Furthermore, the state shall receive the benefit of the decrease as soon as possible in accordance with the written notification from the contract vendor.

Quantity:

The exact quantity of purchases on this inquiry is not known. The State Division of Purchasing does not guarantee that the state will buy any amount. Orders will be placed by departments as needed and will give complete shipping instructions.

Biddable Situation:

Bids may be solicited for any product included in this contract where an immediate/emergency need exists, including large quantities. The decision of the Purchasing Director as to what constitutes a biddable situation shall be final and shall not be construed as a breach of contract.

Promotional offerings consisting of contract items will be considered and are offered at a reduced price for the promotional period. A promotional offering of items not on contract will be considered if the price is equal to or less than the sum of the contract prices. The state will not file for rebates; the vendor must offer and bill at the net discounted price of the applicable offering. Volume discounts will be allowed with the provision that any purchasing entity that purchases the equivalent volume be offered the same rate of discount.

RESOLUTION NO. _____

WHEREAS, the City Council adopted on November 26, 2018, a resolution approving and adopting the remaining sections of proposed Budget for the FY 2018-2019, Resolution No. 3254-18; and

WHEREAS, the IT Technician position was inadvertently omitted from the proposed Budget and needs to be funded in order to fill position.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves to fund the IT Technician position and to amend the budget for same.

ADOPTED THIS 28TH DAY OF JANUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Salary Range

*40,566.66 - *64,906.66



CITY OF FAIRHOPE

Uniform Job Description

Position Title: IT Tech Position Number: _____
 Department: Information Technology Pay Grade: 22
 Reports To: IT Director Effective Date: _____
 Supervises: N/A Supercedes: _____

Approvals: _____	
Supervisor	Human Resources Director
_____	_____
Date	Date
FLSA Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Safety Sensitive: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

BASIC PURPOSE OF THE POSITION

The IT Tech position is technical work in managing resources and activities associated with the monitoring of computers and telecommunications for the City of Fairhope employees.

DISTINGUISHING CHARACTERISTICS OF THIS POSITION

This position is responsible for the planning, consulting, problem identification and problem solving for the IT Department for the City of Fairhope. Under the general supervision of the Information Technology Director, work is performed within established guidelines and procedures. This position involves considerable independence.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Identifies problems and issues and resolves those issues related to hardware and software
- Solves general networking issues and network equipment configuration maintenance in a multiple VLAN security-based networking environment.
- Understands VMware enterprise switching to assist in core system data flow.

- Delivers qualitative and innovative information to the City of Fairhope citizens and employees through technological solutions for convenient access to appropriate information and services on the City of Fairhope website
- Designs, supports, and maintains the City website and network infrastructure
- Assists and maintains computer hardware and software for the computer network
- Supports on-site users relating to MS Office, Windows and other applications.
- Performs Active Directory and Exchange basic administrative tasks
- Responsible for design and maintenance of City website
- Ensures the continual correctness, completeness and timeliness of information on the City website.
- Provides professional and quality customer service on phone and e-mail communications
- Establishes objectives, programs, work-plans and standards to implement department goals.
- Assists with installation and maintenance of Microsoft products
- Solves general networking issues and network equipment configuration maintenance with a focus on logical topology, DNS, DHCP, TCPIP | physical topology, switches, routers, network printing, wireless services.

OTHER DUTIES AND RESPONSIBILITIES

- Assists the IT Director in ongoing projects
- Participates in creating and completing technical documentation

REQUIRED KNOWLEDGE, SKILLS AND ABILITIES

Through knowledge of personal computer systems hardware, operating systems, telecommunications systems and peripheral devices used in a network environment.

Through knowledge of network related operating systems and technologies required to allow communication between various systems.

Thorough knowledge of software utilization to troubleshoot hardware/software problems.

Knowledge of website design and graphics.

Knowledge of Windows products.

Skill in the use of personal computers and work-related software for the production of reports, spreadsheets, forms, or other documents.

Skill in developing specific goals in order to prioritize, organize, and accomplish work.

Ability to effectively plan, schedule, and prioritize activities on multiple projects.

Ability to determine appropriate action to be taken.

Ability to communicate effectively, both orally and in writing.

Ability to determine a means of resolution by analyzing servers, work stations, and network related problems.

Ability to establish and maintain effective working relationships with officials, employees and general public.

Ability to plan and organize work in order to set priorities and meet deadlines.

Ability to assist with Microsoft Office applications.

ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING
--

Completion of two years' college level course work from a recognized college or university in computer technology, information technology, or related field; or a combination of education and experience equivalent to these requirements.

SPECIAL REQUIREMENT:

Must have valid driver's license.

EXTENT OF PUBLIC CONTACT

Occasional contact the public and daily contact with employees.

PHYSICAL DEMANDS

Must be able to lift at least 30 pounds

Ability to exert physical effort in sedentary to light work, which may involve some lifting, carrying, pushing of pulling of objects and materials.

Ability to sit for extended periods of time while operating a keyboard.

WORKING CONDITIONS AND ENVIRONMENT

This position must travel from site to site. This position works both in an office setting and at outside access points.

This job description does not constitute either a written or implied contract of employment. The City of Fairhope reserves the right to revise, alter and/or change this job description, as the City deems necessary.

RESOLUTION NO. _____

WHEREAS, on the 8th day of October, 2018, the City of Fairhope adopted Resolution No. 3189-18 to award a Three-Year Lease-Purchase of Golf Course Mower and Utility Vehicles for the Golf Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and

WHEREAS, after consultation with the City Attorney, it was determined that an Amendment was needed due to the contract being with a third-party lessor “Wells Fargo”; and

WHEREAS, the City of Fairhope hereby amends Resolution No. 3189-18 and authorizes the Mayor to enter into a lease agreement for the equipment and to execute a contact with a third-party lessor Wells Fargo.

NOW THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby amends Resolution No. 3189-18 and authorizes the Mayor to enter into a lease agreement for the Golf Course Mower and Utility Vehicles and to execute a contact with a third-party lessor Wells Fargo.

Adopted on this 28th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. 3189-18

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

[1] That the City of Fairhope has voted to award a Three-Year Lease-Purchase of Golf Course Mower and Utility Vehicles for the Golf Department; and the equipment is available for direct procurement through the Sourcewell Purchasing Coop; and therefore, does not have to be let out for bid. This has been nationally bid through the Sourcewell's bid process. The total cost will be \$202,492.44 or \$5,624.79 per month.

Adopted on this 8th 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 City Council hereby authorizes the entire remaining balance of the City's General Fund debt be paid with funds contained in the General Fund Debt Pre-Payment Account; and, That the City Council hereby authorizes for one-time, beginning February 1, 2019 and ending September 30, 2019, that the Sales and Use Tax revenue, which is defined by City of Fairhope ordinance restricted to the General Fund Debt Pre-payment account, be diverted up to the amount of \$1,143,500 (One Million One Hundred Forty-Three Thousand Five Hundred Dollars) to the Capital Projects Fund for the FY 2018 – 2019 budget year; and that for the remainder of the FY 2018-2019 budget year, any amount collected after February 1, 2019, in excess of \$1,143,500 (One Million One Hundred Forty-Three Thousand Five Hundred Dollars) is to be diverted to the General Fund Operating Account.

ADOPTED THIS 28TH DAY OF JANUARY, 2019

Karin Wilson, Mayor

ATTEST:

Lisa A. Hanks, MMC
City Clerk



City Council

January 28, 2019

Site Plan Approval

Case: SR 18.06 Founder's Square

Project Name:
76 S. Section St.
(Founders Square)

Property Owner /Applicant:
John Bethea, LLC

General Location:
The west side of Section St.
approximately 400' north of
the intersection of Morphy
Avenue and Section Street.

Project Type:
Modification to an approved
Site Plan of Founders Square
Case: SR 06.05

Project Acreage:
0.2 acres

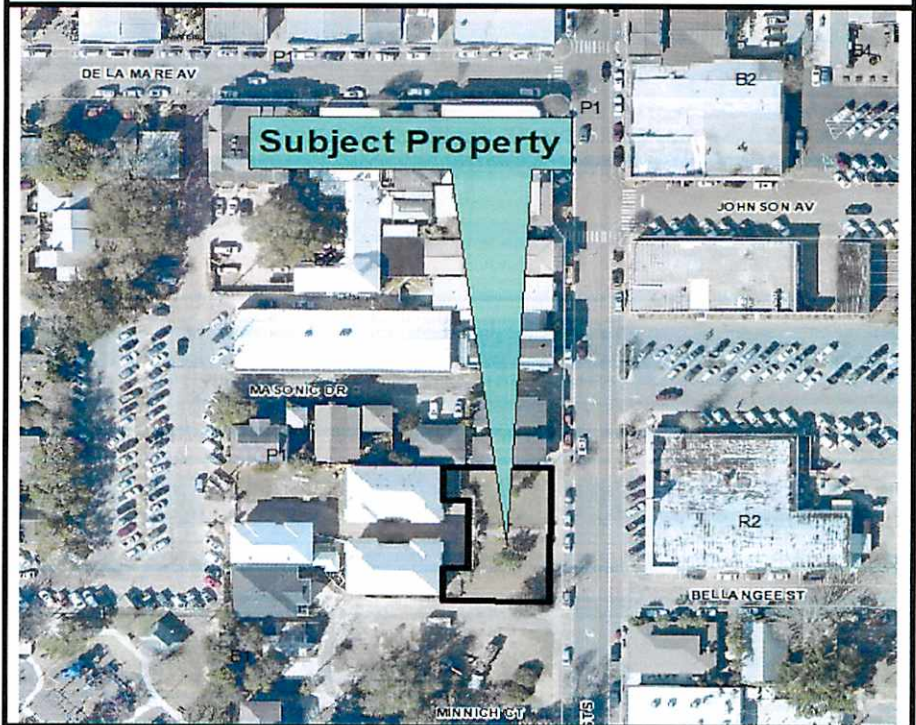
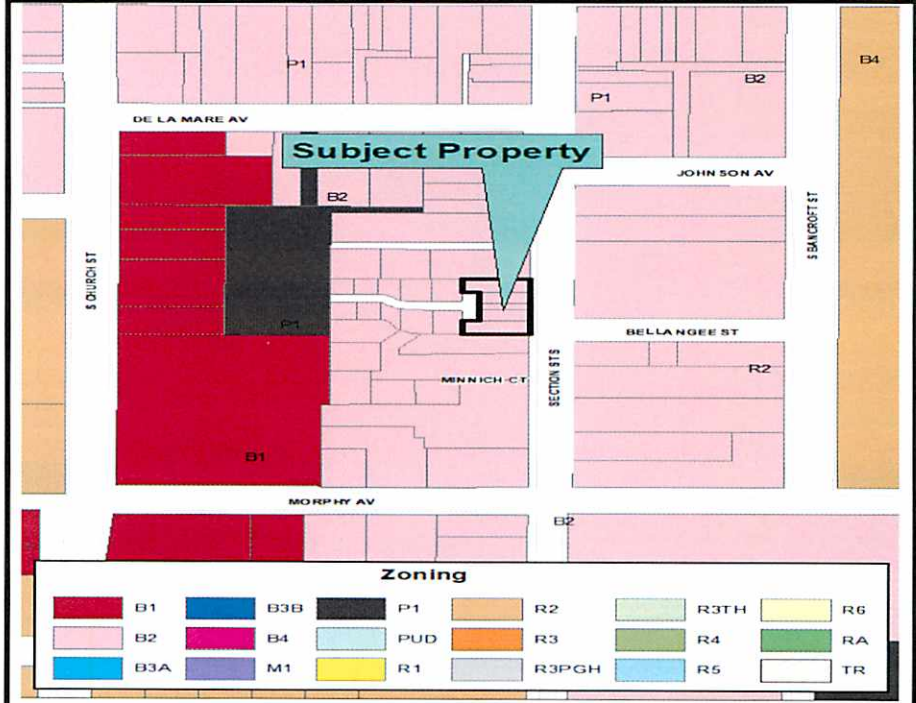
Zoning District:
B-2 General Business District
(Inside CBD)

PPIN Number:
304740,304741, 304742,
304743, and 304744

Report prepared by:
Mike Jeffries, QCI
Planning Technician

Staff Recommendation:
Approve with conditions

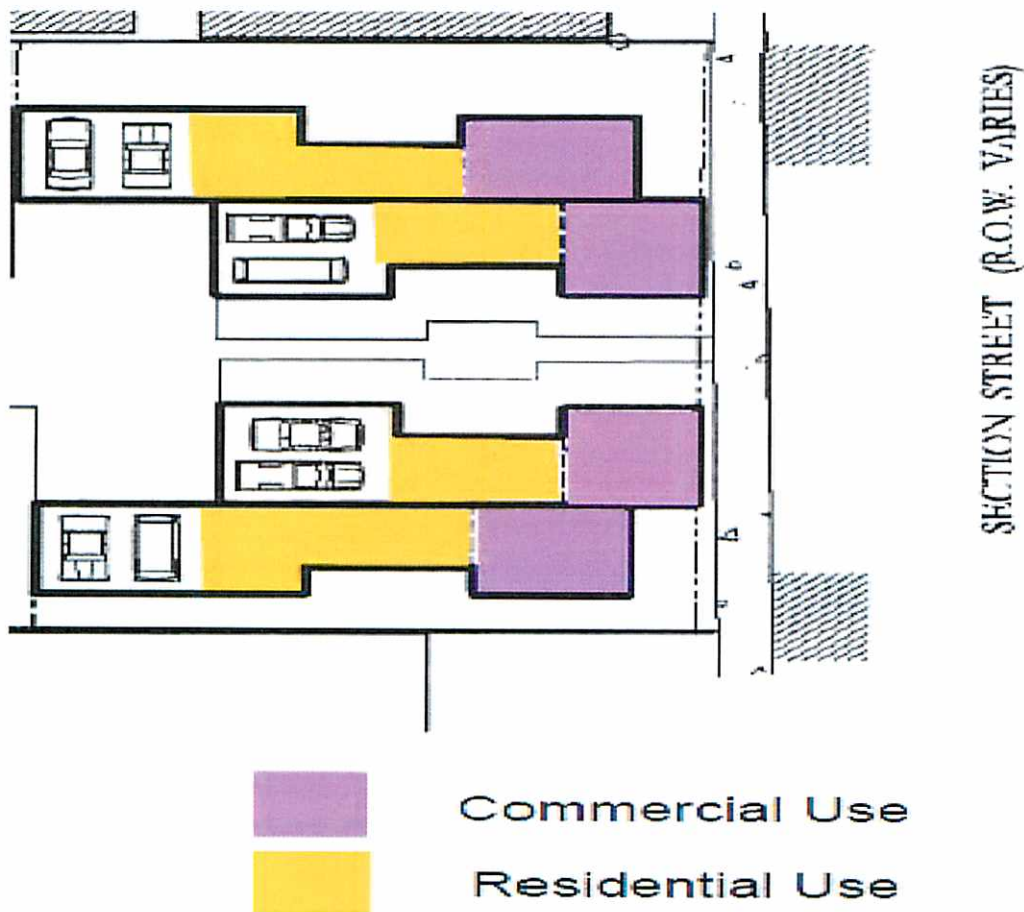
P.C. Recommendation:
Approve with conditions



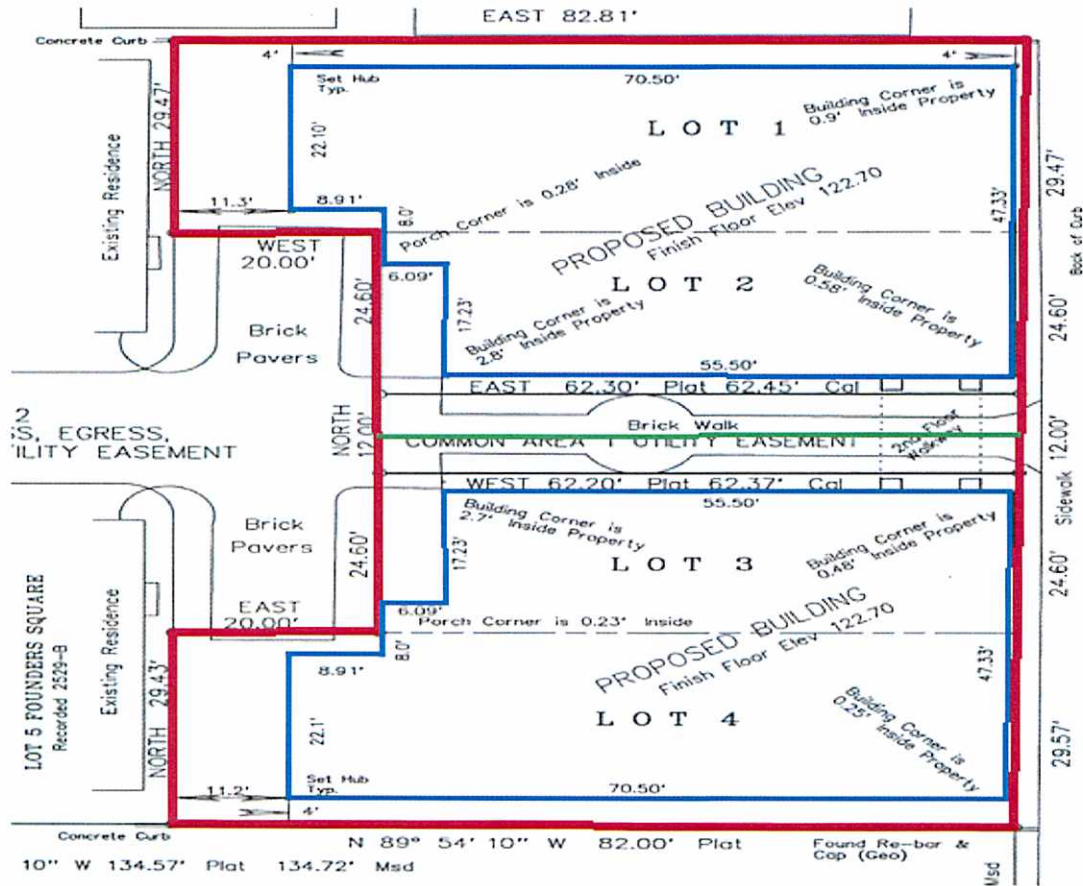
Summary of Request:

The owner and applicant is John Bethea, on behalf of Bethea, LLC working with architect, Mike Lebatard on the proposed project. This application is as a modification to an existing Site Plan (Founders Square) originally developed by Mike Bernhardt, approved by the Planning Commission December 4, 2006, and approved by the City Council January 22, 2007. The original development was three phases. Phase I and Phase II were completed. Phase III had the infrastructure installed but nothing further. The requested modifications are to the incomplete Phase III and are considered substantial and exceed those which could be approved administratively pursuant to Fairhope's Zoning Ordinance Article II.C.2.f. Therefore, this Site Plan modification is being presented for approval, pursuant the original procedure required by Fairhope's Zoning Ordinance Article II.C.2. The Planning Commission will review and make a recommendation to the City Council who will make the final approval decision.

SR 06.05 Previously Approved



SR 18.06 Proposed



The site is located on the west side of South Section Street approximately 400' north of the intersection of Morphy Avenue and Section Street. The site consists of two lots with a total of 0.2 acres. The proposed height of the building is 32.5' which is 7.5' shorter than what is allowed. The initial Site Plan for Founders Square that received final approval by the City Council on January 22, 2007 was a three phased project. The first two phases were constructed, and this is the property dedicated for Phase 3. The approved Phase 3 consisted of 5 lots with 4 of the lots having 1 building each. Each building had 1 residential unit, 1 commercial unit, and 2 parking spaces. The fifth lot was used for common area to access the other phases from Section Street.

The proposed amendment would allow for the development of two buildings which mirror each other. They are two stories with a breezeway on the second floor connecting the buildings. They are separated by a common wall and do not have direct access to each other. Each building contains 3 units. The bottom floors will each have two commercial units. The second floors each have one residential unit. The common area will remain connecting the first two phases to Section Street between the buildings.

Comments:

The applicant has re-platted the property, so the development will not encroach on any property boundaries in leu of the fact that he is the sole owner of all them. Erik Cortinas Fairhope's Building Official was consulted in regard to the common wall and the regulations for fire rating were discussed and will be followed. There is a possibility that the common wall could contain a door with the appropriate fire rating to allow for access and connectivity between the two second floor units if necessary. Utilities are established on site from the previous development.

This development has the same proposed use and general configuration as the previously approved Site Plan. The most significant change is the reduction of the number of residential units from 4 to 2 and the number of parking spaces from 8 to 2. The 8 spaces from the original Site Plan was double from what was required and the 2 spaces proposed meet the parking requirements.

Staff Recommendation:

Approve with the following conditions:

1. A hold harmless agreement shall be signed and recorded for the balcony overhang onto city property.
2. The balcony must contain lighting for the sidewalk.
3. The sidewalk width shall be a minimum of 8 feet per Fairhope's Zoning Ordinance Article V.B.4.e.

Planning Commission Recommendation:

At the December 3, 2018 Planning Commission meeting Art Dyas made a motion to accept the staff recommendation with the following conditions:

1. A hold harmless agreement shall be signed and recorded for the balcony overhang onto city property.
2. The balcony must contain lighting for the sidewalk.
3. (Sidewalk was shown to be in compliance with Fairhope's Zoning Ordinance Article V.B.4.e.)

Rebecca Bryant 2nd the motion and the motion carried unanimously with the following vote: AYE – Art Dyas, Rebecca Bryant, Charles Johnson, Ralph Thayer, Lee Turner, Hollie MacKellar, Richard Peterson, and Clarice Hall-Black. NAY – none.



APPLICATION FOR SITE PLAN APPROVAL

Application Type: Site Plan
Attachments: Articles of Incorporation or List all associated investors

Date of Application: _____

Property Owner / Leaseholder Information			
Name of Property Owner:	<u>John BETHEA</u>	Phone Number:	<u>751-0729</u>
Address of Property Owner:	<u>76 Section St.</u>		
City:	<u>Fairhope</u>	State:	<u>ALA</u> Zip: <u>36532</u>

Proposed Site Plan Name: 76 Section St.
Site Acreage: _____ Sq. Footage: 5200
Parcel No: _____ Current Zoning: B2

Authorized Agent Information			
Name of Authorized Agent:	<u>John BETHEA</u>	Phone Number:	<u>767-0729</u>
Address:	<u>300 Fairhope AV</u>		
City:	<u>Fairhope</u>	State:	<u>ALA</u> Zip: <u>36532</u>
Contact Person:	<u>John BETHEA</u>		

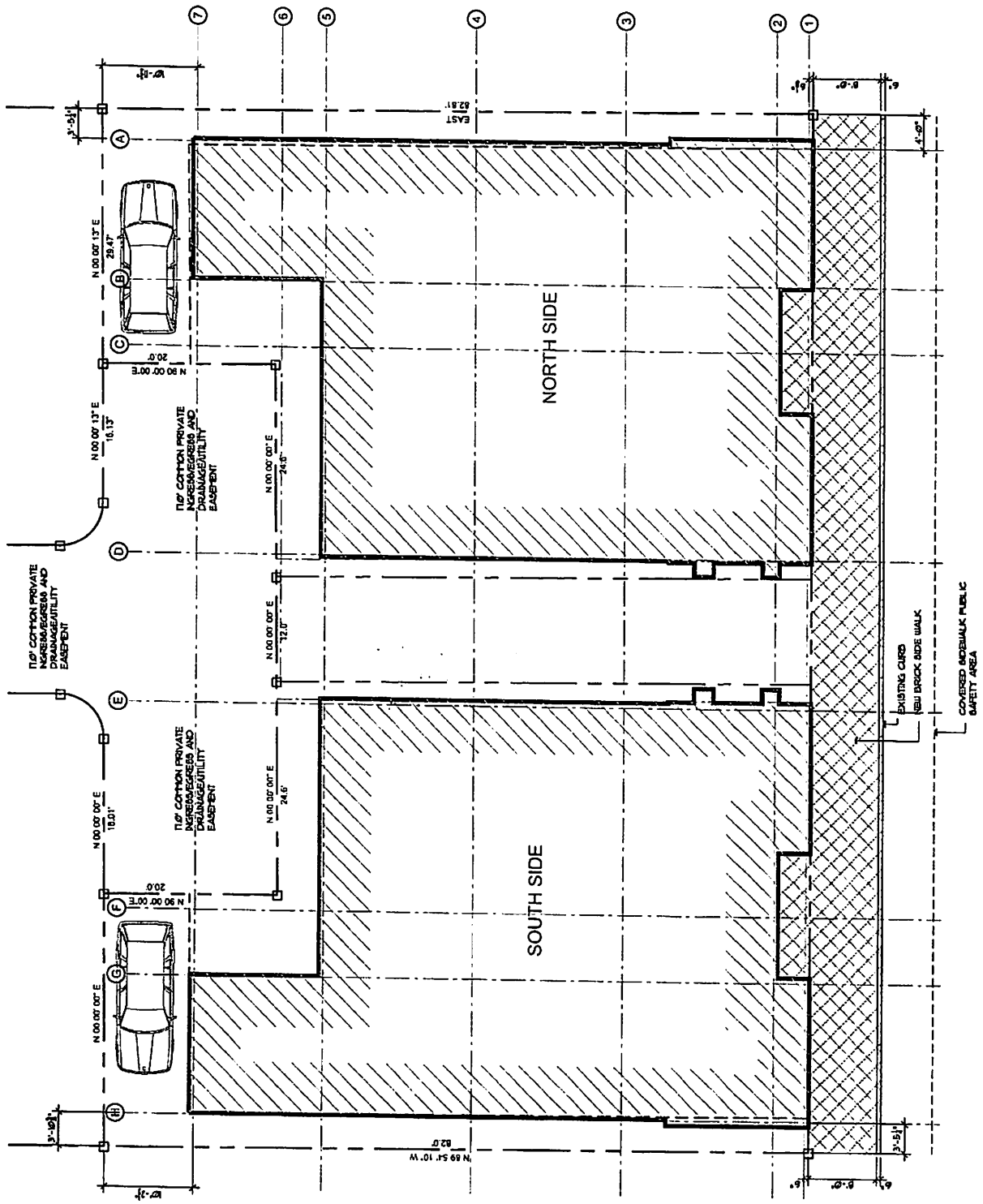
Engineer/Architect Information			
Name of Firm:	<u>MIKE Hebertard</u>	Phone Number:	<u>228-388-5099</u>
Address:	<u>2554 BEACH Blvd</u>		
City:	<u>Bikoxi</u>	State:	<u>Miss</u> Zip: <u>39531</u>
Contact Person:	<u>MIKE Hebertard</u>		

I certify that I am the property owner/leaseholder of the above described property and hereby submit this site plan to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

John BETHEA
Property Owner/Leaseholder Printed Name
9/29/18
Date

[Signature]
Signature
DEEDED
Fairhope Single Tax Corp. (If Applicable)

RECEIVED
OCT 01 2018
BY: [Signature]

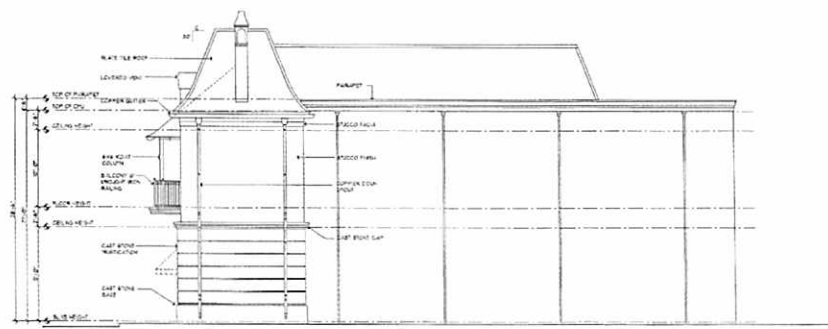


SECTION STREET





1 EAST ELEVATION
1/8" = 1'-0"



1 NORTH ELEVATION
1/8" = 1'-0"



LEBARON ARCH
 LEONARD J. LEBARON, ARCHITECT
 1000 WEST 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 PHONE: 303.733.1111
 FAX: 303.733.1112
 WWW.LEBARONARCH.COM

BETHEA BUILDING
 SECTION STREET COMPLEX



SEPTEMBER 10, 2014
 SHEET NO. 2
 ELEVATIONS

A2.0

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, That the City Council authorizes Mayor Karin Wilson to execute a License Agreement between the City of Fairhope and Bethea, LLC to occupy and use the sidewalk on Section Street which adjoining and contiguous to the property of 76 Section Street, Fairhope, Alabama Lots 1 and 2. The property may be occupied and used solely for second-story balconies extending over the aforementioned sidewalks during the period beginning January 28, 2019. One of the Planning Commission's recommendation was for the City to execute a Hold Harmless agreement which is found Section Six of said agreement.

Adopted on this 28th day of January, 2019

Karin Wilson, Mayor

Attest:

Lisa A. Hanks, MMC
City Clerk

LICENSE AGREEMENT

Agreement made, effective as of January 15, 2019, by and between The City of Fairhope, a municipal corporation, here referred to as licensor, and Bethea, LLC, of Fairhope, Alabama, here referred to as licensee.

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

SECTION ONE.

GRANT OF LICENSE; DESCRIPTION OF PREMISES

Licensor grants to licensee a license to occupy and use, subject to all of the terms and conditions of this agreement, the following described property located in the County of Baldwin, State of Alabama: the sidewalk on Section Street which is adjoining and contiguous to the property of 76 Section Street, Fairhope, Alabama, Lots 1 & 2.

SECTION TWO.

LIMITATION TO DESCRIBED PURPOSE

The above-described property may be occupied and used by licensee solely for second-story balconies extending over the aforementioned sidewalks during the period beginning January 28, 2019, and continuing until this agreement is terminated as provided herein. *LPH*

SECTION THREE.

REVOCABLE

This license is revocable at any time at the sole discretion of the licensor, but shall not be revoked so long as the balconies made the subject of this Agreement are in existence.

SECTION SEVEN.

ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION EIGHT.

MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION NINE.

ATTORNEY FEES

In the event that any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be ordered to pay, a reasonable sum for the successful party's attorney fees.

SECTION TEN.

ASSIGNMENT OF RIGHTS

The rights of licensee under this agreement are personal to licensee and may not be assigned or transferred to any other person, firm, corporation,

SECTION FOUR

REPAIRS

If licensor has to perform work or excavation to the licensed property for any reason, licensor shall have no duty to return surface to the same condition it was in before the work was performed. If licensee desires the surface returned to its prior condition, it shall be permitted to do so at its own expense upon receiving written consent from licensor, which said consent shall not be unreasonably withheld.

SECTION FIVE

GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Alabama.

SECTION SIX

HOLD HARMLESS

Licensee hereby indemnifies and holds harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury or damages to licensee or third parties owning or using said property who are injured or suffer property damage that is any way caused by the use and occupancy of said property by licensee its successors, assigns, agents, employees and/ or invitees. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from costs of defense and claims for injuries and damages that may be caused either directly or indirectly by licensee's use and occupancy of said property.

or other entity without the prior, express, and written consent of the licensor.

In witness, each party to this agreement has caused it to be executed at Fairhope, Alabama on the date indicated below.

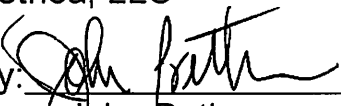
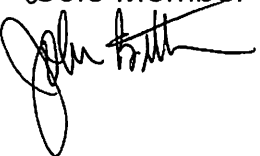
THE CITY OF FAIRHOPE

By: _____
Hon. Karin Wilson,
Mayor

Attest:

Lisa Hanks, City Clerk

Bethea, LLC

By:  _____
John Bethea,
Sole Member


STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County, in said State, hereby certify that **THE HONORABLE KARIN WILSON** whose name as Mayor of THE CITY OF FAIRHOPE, a municipal corporation, is signed to the foregoing License Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said License Agreement he, as such officer, and with full authority, executed the same voluntarily for and as the act of said municipal corporation, acting in its capacity as Mayor as aforesaid.

Given under my hand this the ____ day of _____ 2019.

NOTARY PUBLIC
My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, _____, a Notary Public in and for said County, in said State, hereby certify that Lisa Hanks whose name as City Clerk of THE CITY OF FAIRHOPE, a municipal corporation, is signed to the foregoing License Agreement, and who is known to me, acknowledged before me on this day, that being informed of the contents of said License Agreement she, as such officer, and with full authority, executed the same voluntarily for and as the act of said municipal corporation, acting in its capacity as City Clerk as aforesaid.

Given under my hand this the ____ day of _____ 2019.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA
COUNTY OF BALDWIN

I, Cynthia A Boothe, a Notary Public in and for said County in said State, hereby certify that **John Bethea** whose name as Member of Bethea, LLC is signed to the foregoing License Agreement and who is known to me, acknowledged before me on this day that, being informed of the contents of the License Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said LLC.

Given under my hand this the 15th day of January 2019.


Cynthia A Boothe
NOTARY PUBLIC
My Commission Expires: 12-14-19

Mystic Mutts of Revelry Parade



**SATURDAY,
FEBRUARY 23
10 AM - 3 PM
Downtown Fairhope**

**Line-Up: 12:30 PM
Parade Rolls: 1:00 PM**

-  Route
-  Start Here
-  Hospitality Tent
-  Restrooms



www.havenforanimals.org / (251)929-3980

**HISTORIC PRESERVATION
COMMITTEE**

NOMINEE (S)

3-Year Term

APPOINTMENTS

Teresa Adcock
Harvey "Skip" Jones

The term shall end January 2022

REAPPOINTMENTS

CITY OF FAIRHOPE

NOV 15 '18 AM 11:31



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: Adcock First Name: Teresa

Phone Number: 251-689-0400 cell: _____ Email: adcock_t@bellsouth.net

Home Address: 101 Orange Ave

City: Fairhope State: AL Zip: 36532

Business Address: 101 Orange Ave

City: Fairhope State: AL Zip: 36532

Name of Board or Committee: Fairhope Historic Preservation Committee

EDUCATIONAL BACKGROUND:

Mechanical Engineering Degree, Univ. of S. Ala 1995

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

Alabama Home Builders Lic #

PROFESSIONAL EXPERIENCE:

See attached resume

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

Historic Preservation

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

I have experience with building in Fairhope & the codes required.

Signature: Teresa Adcock

Date: 11/14/18

You may attach a resume with this application.

Teresa Adcock Resume

101 Orange Ave
Fairhope, AL.
251-689-0400

SUMMARY OF EXPERIENCE:

I have over twenty-two (22) years of experience in the fields of engineering and residential construction, project management, and mechanical engineering. I have experience in industries such as petrochemical, specialty chemical, gas/oil refining, manufacturing and residential/commercial construction. My attributes are strong organizational skills, leadership, and strategic skills with a focus on successful projects adhering to budgets, schedules and clear communications among clients and project teams.

**Adcock Custom Builders, Fairhope, AL. – Oct 2017 to Current
Residential Home Builder**

I restarted my residential home building business one year ago and have completed two houses at a cost of \$700K and \$480K and also a remodel at \$200K. I am currently working on two more houses ranging from \$450K to \$1.2M.

**Amvac Chemical, Axis, AL. – July 2013 to Feb 2018
Engineering Manager**

My responsibilities included management of the Engineering and Maintenance groups which consisted of 25 employees. Managing the Engineering group included organization, planning and executing all capital projects up to \$6 million in capital. I was responsible for creating project scopes and project cost estimates that were submitted to corporate for approval. I planned and managed yearly operating expenses for the Engineering and Maintenance groups. Managing the Maintenance group involved writing maintenance procedures, managing maintenance budget, performing failure analysis of equipment, preventative maintenance planning and execution for all critical equipment. I reviewed and approved all contractor and supplier qualifications

**Orion Engineering, Theodore, AL. – July 2011 to July 2013
Project Manger**

As a Project Manager at Orion Engineering, I am responsible for all facets of project execution from Front End Loading (FEL), through detailed engineering, design and construction management. Responsibilities on projects have included project management, project scope definitions, proposal preparations, project schedules, engineering and construction estimates, project budgets, bid package preparation/evaluations. I manage the daily activities of the project team to ensure deliverables are following schedule and within budget. I also coordinate and manage onsite engineering personnel and pipe design activities for multiple facilities.

Aker Solutions, Mobile, AL. – Nov 2009 to July 2011
Project Manager

Responsible for several oil rig riser string projects. My responsibilities included executing project work plans/scope of work. I managed day to day operational aspects of the project as well as ensuring project team is following project execution model in order to deliver on time and within budget. I would set and manage client expectations plus provide the client with monthly reports and action plans. I interacted with all third party inspectors (ABS, DNV, etc) to ensure contractual guidelines and codes were being followed. Other responsibilities included ensuring project closeouts and lessons learned were recorded. I also managed the construction of a new 30,000 sqft riser string manufacturing facility onsite.

Adcock Fine Homes Inc., Spanish Fort, AL. – Jan 2001 to Nov 2009
Residential Home Builder

I have eight (8) years of experience owning my own residential construction company. I managed construction of 8 to 10 custom homes per year ranging from \$250K to \$800K. My management responsibilities included maintaining budgets and schedules, coordinating contractor activities and inspections, accounting/payroll, customer communications, assisting in home designs with architects and construction problem solving.

Degussa Corp, Theodore, AL. – Jan 1999 to May 2001
Lead Mechanical Engineer

My responsibilities included conceptual design, equipment specification and installation of ASME vessels, API storage tanks, pumps, heat exchangers, and numerous other types of rotating and fixed equipment. I was also responsible for preparing bid specifications and data sheets, vendor communications, bid analysis, vendor selection, equipment inspections, vendor drawing reviews, preparation of priced equipment lists and pipe stress analysis of new and existing piping systems. I assisted the construction group as needed to solve issues in the field during construction. I represented Degussa in Houston, TX quarterly on the PIP Heat Exchanger Committee as well as maintained all piping and equipment specifications.

Herzog-Hart, Mobile, AL. – Jan 1997 to Jan 1999
Mechanical Engineer

My responsibilities involved the design, specification, and installation of ASME vessels, API storage tanks, material conveying systems, pumps, heat exchangers, and numerous other types of rotating, pneumatic and fixed equipment. I was also responsible for preparing bid specifications and data sheets, vendor communications, bid evaluations, vendor selection, preparation of priced equipment lists and pipe stress analysis of new and existing piping systems. Several times I was sent to the project site to follow through construction. During construction I resolved issues with equipment and piping installation.

Brown & Root, Mobile, AL. – March 1995 to Jan 1997
Mechanical Engineer

Position required sole duties in performing stress analysis calculations on all projects having high temperature piping and equipment, using Caesar II software.

EDUCATION:

B.S. Mechanical Engineering
University of South Alabama, 1995

LICENSE:

Alabama Home Builders Lic # 25623

REGISTRATIONS:

EIT # 11333
Caesar II Certified Training

COMPUTER SKILLS:

Microsoft Word
Microsoft Excel
Microsoft Outlook
Microsoft Office Project
PowerPoint
SAP

CITY OF FAIRHOPE



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.

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PLEASE PRINT CLEARLY

Last Name: JONES First Name: HARVEY E. "SKIP"

Phone Number: _____ Cell: 251-605-2239 Email: SKIPJONES42@GMAIL.COM

Home Address: 105 ST JAMES AVE

City: Fairhope State: AL Zip: 36532

Business Address: 9 SOUTH SUMMIT STREET

City: Fairhope State: AL Zip: 36532

Name of Board or Committee: HISTORIC PRESERVATION

EDUCATIONAL BACKGROUND:

BA IN BUSINESS ADMINISTRATION

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

ALABAMA HOME BUILDERS LICENSE

PROFESSIONAL EXPERIENCE:

25 YEARS BUILDING, REMODELING & RESTORING HOUSES

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

FAIRHOPE TREE COMMITTEE, FAIRHOPE HARBOR RD, BALDWIN CO.
ARCHITECTURAL REVIEW Bd. PT CLEAR ROTARY CLUB

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

LONG TERM INTEREST IN HISTORIC PRESERVATION

Signature: [Handwritten Signature] Date: 1/9/19

You may attach a resume with this application.