

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

**MONDAY, 23 JANUARY 2017 – 4:30 P.M. – COUNCIL CHAMBERS**

1. Harbor Board Update – Bob Riggs
2. National Endowment of the Arts – Art Works FY18 Grant Application
3. Committee Updates
4. Department Head Updates

**Next Regular Meeting Monday, February 13, 2017 Same Time and Place**

## Recommendation to the Fairhope Mayor and City Council from the City Harbor Board

Whereas the City of Fairhope has 3 marinas, 2 of which are leased to business owners and one of which the City maintains and sets and collects the slip rental.

Whereas the City also leases a boat yard to a business which repairs and maintains a significant number of boats.

Whereas other businesses and individual citizens, including the Fly Creek Marina and Fairhope Yacht Club also depend on water access to conduct business in Fly Creek. The total number of boats birthed in slips in Fly Creek alone exceeds 500 boats.

Whereas the channel has not been dredged in approximately 11 years and the natural course of the of all waterways is to continue shoaling/silting in to adversely affect the depth of the channels and will eventually close if nothing is done.

Whereas the depth is now at a critical level and is already limiting access to the marinas by sailors attending race regattas, waterway travelers (of which there are many), and limiting those already in the marinas, some of whom live aboard their boats, from being able to get out into the Mobile Bay.

Whereas this has a significant impact on boaters visiting Fairhope for boat services and recreation who would normally seek lodging, food, and transportation services within the city, but may choose to go elsewhere if unable to dock.

Whereas the Fairhope Yacht Club has already unilaterally allocated approximately \$14,000 to dredge 500 cubic yards in the most shoaled/silted areas and have received the maintenance permit required from the US Army Corps of Engineers and have commissioned Jemison Maritime, LLC to perform the dredging, but more is needed.

Whereas the water access to Mobile Bay attracts many people to move to Fairhope as well as visit.

Whereas the US Army Corps of Engineers has confirmed, by email, that they will not be involved in any dredging of Fly Creek in the foreseeable future.

Whereas loss of entrance and egress to and from the Fly Creek facilities and the City pier marina will result in a significant loss of revenue to the City as well as those facilities.

Therefore, the Fairhope City Harbor Board strongly urges the Mayor and City Council of Fairhope, in coordination with other impacted marinas and individuals, to secure funding and to expedite the dredging of the entrance and boat basins of City facilities and to provide leadership for the maintenance of those entrances and boat basins before substantial economic and recreational resources are lost.

## Lisa Hanks

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**From:** Stacy McKean <mckeans@bellsouth.net>  
**Sent:** Thursday, January 12, 2017 3:44 PM *ZMH*  
**To:** Lisa Hanks  
**Subject:** RE: Agenda Item for Worksession Jan. 23rd

Lisa,

This is a nationally competitive grant. The grant request would be for \$20,000 and the City would need to contribute a 50% match or \$20,000-Total Project Budget of \$40,000. The funds will pay to contract with an organization such as, the Gulf Coast Community Design Studio, to help the City develop a cultural narrative and history of the diverse communities. Sherry-Lea will be able to better explain the project idea during the Worksession.

Stacy McKean  
Grant Management, LLC  
P.O. Box 1512  
Fairhope, AL 36532  
phone: (251) 533-6930

## Lisa Hanks

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**From:** Sherry-Lea Bloodworth Botop  
**Sent:** Friday, January 13, 2017 4:41 PM  
**To:** Lisa Hanks  
**Subject:** NEA Application Info

Here is a bit more:

Funding from the National Endowment for the Arts' Art Works program is proposed to be used to conduct charrettes with a focus on a developing the cultural narrative including Fairhope's history with farming/agriculture, arts, literature, entrepreneurship, politics (Poverty & Progress), the African & Native American community, and produce report for City of Fairhope's residents, marketing and tourism.

Does this work?

Sherry-Lea Bloodworth Botop  
[sherrylea@fairhopeal.gov](mailto:sherrylea@fairhopeal.gov)  
City of Fairhope  
Economic & Community Development Director  
Direct Line: 251-990-0113

**CITY OF FAIRHOPE  
CITY COUNCIL AGENDA**

**MONDAY, 23 JANUARY 2017 - 6:00 P.M. - CITY COUNCIL CHAMBER**

**Invocation and Pledge of Allegiance**

1. Approve Minutes of 9 January 2017 Regular City Council Meeting, minutes of 9 January 2017 Work Session, and minutes of 9 January 2017 Agenda Meeting.
2. Report of the Mayor
3. Public Participation – Agenda Items
4. Council Comments
5. 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 Sidewalk Project located along Gayfer Road Extension East from Bishop Road to Meadowbrook Drive; and funding for this project was approved by Resolution No. 2547-16 on June 20, 2016 for \$13,300.00 to be paid through the Eastern Shore Metropolitan Planning Organization.
6. Resolution – That Mayor Karin Wilson is hereby authorized to execute the first extension of the Contract with Riverbend Enterprises, d/b/a East Bay Engraving, for the contract unit prices quoted, for an estimated amount of Forty Five Thousand Dollars (\$45,000.00) per year for Bid No. 008-16, Employee Uniform, for an additional one year as per the terms and conditions of the original contract.
7. Resolution – That Mayor Karin Wilson is hereby authorized to execute a contact with Goodwyn Mills Cawood, Inc. to perform Engineering Services for C&D Landfill ADEM Permit Renewal for RFQ No. PS009-17 with a not-to-exceed amount of \$7,500.00.
8. Resolution – That the City of Fairhope endorses and supports the efforts of the Alabama Bicentennial Commission in Montgomery, Alabama and hereby resolves to aid the Commission in promoting, planning, and executing the Commission’s historic, educational, celebratory, and cultural initiatives by forming a Community Celebration Committee to support the Statewide and local observances and celebrations of the Bicentennial of the State of Alabama.
9. Resolution – Authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and Mobile Bay National Estuary Program for an appropriation of \$5,000.00 to support activities related to Stormwater education and watershed management.
10. Resolution – Authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and the Baldwin County Trailblazers for an appropriation of \$5,000.00 to support the Smart Walks and the Walking School Bus Program.
11. Resolution – Authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and The Fairhope Film Festival for an appropriation of \$8,000.00 to help bring sustained economic growth from the film industry to the Alabama Gulf Coast through its Fairhope Film Festival.

12. Resolution – Authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and the Fairhope -Point Clear Rotary Youth Club for an appropriation of \$50,000.00 to help manage and operate the Fairhope-Point Clear Rotary Youth Club facility.
13. Resolution – Authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and the Fairhope Pirate Booster Club for an appropriation of \$35,000.00 pledged to assist in the construction of the new multi-purpose facility and an indoor training facility which helps to improve our students physically and preparing them for scholastic competitions while creating healthy lifestyles.
14. Resolution – Authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and the Downtown Fairhope Business Association for an appropriation of \$20,000.00 to advertise and promote the City of Fairhope.
15. Resolution – Authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and Baldwin County Economic Development Alliance for an appropriation of \$10,000.00 to support economic development facilitation within the City of Fairhope.
16. Resolution – Authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and Thomas Hospital Foundation for use of the City facilities and for an appropriation of \$50,000.00 pledged to assist in the construction of the new Birth Center; to include an enhanced Special Care Nursery.
17. Resolution – Authorizing Mayor Karin Wilson to execute a Water Tower Lease Agreement between the City of Fairhope and New Cingular Wireless PCS, LLC (AT&T Mobility Corporation) for the water tower located on Nichols Avenue.
18. Resolution – To Purchase Landscaping Plants for the City’s landscaping portion of Project No. REC001-15, New Fairhope Soccer Complex Project 2015 with a cost not to exceed \$17,465.00.
19. Resolution – To Purchase Ready Mix Concrete for the City’s Sidewalk portion of Project No. REC-0015 New Fairhope Soccer Complex Project 2015 with a cost not to exceed \$21,964.00.
20. Application for a Non-Profit Tax Exempt License (Alcoholic Beverage License) by Erik Cortinas for The Fairhope Pirate Booster Club, Inc., for the 22nd Annual Drawdown and Silent Auction located at 161 North Section Street, Fairhope, Alabama on March 4, 2017.
21. Request to Approve a new position of Planner for the Planning Department with a Pay Grade of 24 (\$21.26 - \$34.02).
22. Public Participation
23. Adjourn

**City Council Work Session - 4:30 p.m.  
on Monday, January 23, 2017 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.  
on Monday, January 23, 2017 – Council Chambers**

**Next Regular Meeting – Monday, February 13, 2017 - 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, 9 January 2017.

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

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Councilmember Kevin Boone and the Pledge of Allegiance was recited. Councilmember Boone moved to approve minutes of the 22 December 2016, regular meeting; minutes of the 22 December 2016, work session; and minutes of the 22 December 2016, agenda meeting. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Mayor Wilson addressed the City Council and congratulated the Baldwin Pops on their 20th Anniversary and on February 2, 2017 a concert will be held at the Fairhope Civic Center sponsored by Fairhope and the Fairhope Single Tax Corporation. Mayor Wilson stated she met with all Department Heads regarding the budget process and their needs. She indicated there will be several infrastructure needs; especially in the utilities. Mayor Wilson announced she would be attending the U. S. Conference of Mayors in Washington, D. C. next week which would include classes on the Human Impact on Smart Mobility, Smart Cities, and a Google Forum.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Paul Ripp, 22985 High Ridge Road, addressed the City Council regarding Agenda Item No. 6: a resolution that the City Council approves the selection of The Cassidy Company, Inc. to perform a Professional Engineering Capacity Study for Gas, Water and Sewer. Mr. Ripp stated he has never heard an argument prior to today; and we need fresh eyes.

Councilmember Robinson recognized Council President Burrell for earning his Advanced Certified Municipal Official (“ACMO”) Designation from the Alabama League of Municipalities. He said in order to achieve this high honor, a municipal official must first complete 40 credit hours of training conducted or endorsed by the Alabama League of Municipalities to receive the designation of Certified Municipal Official (“CMO”); and then an additional 40 hours of training to receive an advanced certification. Council President Burrell is a member of the 18th graduating class of ACMO. Councilmember Robinson also thanked City staff for the New Year’s Eve celebration; and for responding to the power outage on Saturday morning.

9 January 2017

Councilmember Conyers announced the Fairhope Public Library will be celebrating its 10th Anniversary on Saturday at 10:00 a.m. He mentioned Erin Langley and the Eastern Shore Repertory's "Miracle Under the Big Top" being a national finalist for the 2017 Playbill Community Service Award.

Councilmember Boone mentioned the Harbor Board Meeting scheduled for Wednesday.

Council President Burrell read the Flyer for the Fairhope Public Library and the 10th Anniversary celebration. He made a statement regarding the Selection of Professional Services and that they had issues with the former Mayor on Professional Services too.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Goodwyn Mills Cawood, Inc. of Fairhope, AL, for RFQ No. PS009-17, Engineering Services for C&D Landfill ADEM Permit Renewal, and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule. Seconded by Councilmember, motion passed unanimously by voice vote.

**RESOLUTION NO. 2648-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Goodwyn Mills Cawood, Inc. of Fairhope, AL, for RFQ No. PS009-17, Engineering Services for C&D Landfill ADEM Permit Renewal, and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule.

DULY ADOPTED THIS 9TH DAY OF JANUARY, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk



9 January 2017

Councilmember Boone moved to amend the following resolution by removing “The Cassady Company, Inc.” and replacing with “Hutchinson, Moore and Rauch, LLC”, a resolution that the City Council approves the selection of Hutchinson, Moore & Rauch, LLC to perform a Professional Engineering Capacity Study for Gas, Water and Sewer Utilities for RFQ No. PS013-17 (Project No. SEW001-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm. The motion was seconded by Councilmember Robinson. Councilmember Robinson said this topic needs to be handled as soon as possible; we are getting fresh eyes by using Hutchinson, Moore & Rauch. Council President Burrell commented this is a good compromise and fresh eyes. Mayor Wilson began to speak; and Council President Burrell said “Mayor you are out of order.”

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution as amended, a resolution that the City Council approves the selection of Hutchinson, Moore & Rauch, LLC to perform a Professional Engineering Capacity Study for Gas, Water and Sewer Utilities for RFQ No. PS013-17 (Project No. SEW001-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 2649-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Hutchinson, Moore & Rauch, LLC to perform a Professional Engineering Capacity Study for Gas, Water and Sewer Utilities for RFQ No. PS013-17 (Project No. SEW001-17), and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule, and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 9TH DAY OF JANUARY, 2017

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Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

9 January 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Karin Wilson to execute Change Order No. 1 to Project No. REC001-15, New Fairhope Soccer Complex in the amount of -\$1,408.26; award of the Change Order to S.A. Graham Company, Inc. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2650-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute Change Order No. 1 to Project No. REC001-15, New Fairhope Soccer Complex in the amount of -\$1,408.26; award of the Change Order to S.A. Graham Company, Inc.

Adopted on this 9th day of January, 2017

\_\_\_\_\_  
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 hereby amends Resolution No. 2053-13 by removing the last parenthetical statement “(under \$100,000.00)” and to continue using Envirochem, Inc. for Professional Testing Services for Mandatory EPA and ADEM Water Testing (RFQ No. PS009-13). Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2651-17**

**WHEREAS**, the City of Fairhope adopted Resolution No. 2053-13 March 7, 2013 and entered into a fee based open ended contract with Envirochem, Inc. for Professional Testing Services for Mandatory EPA and ADEM Water Testing (RFQ No. PS009-13); and

**WHEREAS**, Envirochem, Inc. has been providing the mandatory testing per the 2013 fee schedule to date and has agreed to continue using this fee schedule; and

**WHEREAS**, the City Council desires to continue using Envirochem, Inc. for Professional Testing Services for Water Testing; and needs to amend Resolution No. 2053-13 by removing the last parenthetical statement “(under \$100,000.00)”.

9 January 2017

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City of Fairhope hereby amends Resolution No. 2053-13 by removing the last parenthetical statement “(under \$100,000.00)” and to continue using Envirochem, Inc. for Professional Testing Services for Mandatory EPA and ADEM Water Testing (RFQ No. PS009-13).

DULY ADOPTED THIS 9TH DAY OF JANUARY, 2017

\_\_\_\_\_  
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 Mayor Karin Wilson to execute a contact with FMS Engineering Services, Inc. of Mobile, AL to perform Engineer of Record services for RFQ No. PS012-17, Professional Engineering Services for Pool Building Facade Repair. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2652-17**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a contact with FMS Engineering Services, Inc. of Mobile, AL to perform Engineer of Record services for RFQ No. PS012-17, Professional Engineering Services for Pool Building Facade Repair.

DULY ADOPTED THIS 9th DAY OF JANUARY, 2017

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

Attest:

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

9 January 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and Care House, Inc. for an appropriation of \$5,000.00 to help with continuing support for children who are victims of sexual and severe physical abuse; and to help with the distribution of the child abuse prevention curriculum. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2653-17**

**WHEREAS**, a contract shall be executed between the City of Fairhope and Care House, Inc., making an appropriation of \$5,000.00 to help with continuing support for children who are victims of sexual and severe physical abuse; and to help achieve normalcy through our counseling and advocacy program for children and families who come to us after being victimized. This appropriation will also help with the distribution of the child abuse prevention curriculum, "Keeping Our Kids Safe" and prevention presentation held throughout Baldwin County.

**WHEREAS**, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice.

**WHEREAS**, payment shall be made in the total amount of \$5,000.00 from the Utility Funds.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, THAT Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and Care House, Inc.

DULY ADOPTED THIS 9TH DAY OF JANUARY, 2017

\_\_\_\_\_  
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 authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and Ecumenical Ministries Incorporated for an appropriation of \$10,000.00 to support the needs of Fairhope residents. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

9 January 2017

**RESOLUTION NO. 2654-17**

WHEREAS, in Fairhope, Alabama, Ecumenical Ministries Incorporated (EMI) is a public, non-profit, non-denominational, United Way social service agency; and,

WHEREAS, EMI's mission is to improve the quality of life in Baldwin County by meeting basic needs, encouraging personal growth, effecting social and economic justice and celebrate our common life; and,

WHEREAS, EMI provide services to the socio-economic and those in crisis situations and have no place to turn for help on the Eastern Shore, including Fairhope and South Baldwin County. The services rendered include:

- Emergency Aid – Direct assistance for medical, food, utilities, rent, clothing, child care, transportation and other emergency needs.
- Meals on Wheels (MOW'S) – Volunteer's deliver nutritious, warm meals six days a week. Meals are subsidized based on need and funding – Fairhope area has nine routes.
- Home Repair – These projects include plumbing, electrical work, rebuilding floors, installing windows and doors, roofing, building wheelchair ramps and more. This program is for the elderly and disabled.
- Food Pantry – Our pantries provide a week's supply of food based on the size of the family and their situation.
- Prescription Assistance – This program allows under-insured and non-insured persons to receive life sustaining medications at reduced or no cost through pharmaceutical companies' indigent care program. EMI also provide prescription assistance through the Ozanam Charitable Pharmacy in Mobile.
- Church-based Community Organizing – This program empowers poor and moderate income families to participate effectively in our democratic system and allow community members the opportunity to address the issues affecting their lives: paved streets, lighting, sewage, recreation and drainage.
- EMMY'S Thrift Shop – Through our emergency aid center vouchers are given at no cost. With these vouchers, people can receive such items as appliances, furniture, clothing, etc.

WHEREAS, Ecumenical Ministries Incorporated has served Fairhope residents since 1969 on a continuous basis and successfully demonstrated the capacity to operate a neighborhood based on social service agency improving countless lives.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA, that Mayor Karin Wilson is hereby authorized to establish a contract for services between the City of Fairhope and Ecumenical Ministries Incorporated to appropriate the sum of \$10,000.00 to be used for the needs of Fairhope residents.

DULY ADOPTED THIS THE 9TH DAY OF JANUARY, 2017

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

ATTEST:

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

9 January 2017

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and the Eastern Shore Chamber of Commerce for an appropriation of \$6,000.00 to advertise and promote the City of Fairhope. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

**RESOLUTION NO. 2655-17**

**WHEREAS**, the Eastern Shore Chamber of Commerce serves a public purpose and the publicity that the Eastern Shore Chamber of Commerce gives the City of Fairhope is a public service; and,

**WHEREAS**, We, the Eastern Shore Chamber of Commerce, agree to work with the Mayor, and/or his agent(s), advertise (regionally and nationally) and promote the City of Fairhope and to enhance City revenues through economic development including sales & use taxes, lodging taxes, business licenses, etc.; and to provide public arts and crafts for residents and visitors through its annual arts and crafts festival.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the Mayor Karin Wilson is hereby authorized to enter into a contract with the Eastern Shore Chamber of Commerce to promote the City of Fairhope. The contract shall be for one year, beginning 1 October 2016 and ending 30 September 2017; but may be canceled at any time. The contract shall call for a one-time payment to the Eastern Shore Chamber of Commerce in the total amount of \$6,000.00 from the Utility Funds, for the one-year term.

ADOPTED this 9TH day of JANUARY, 2017

\_\_\_\_\_  
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 Mayor Karin Wilson to execute a Contract between the City of Fairhope and The Lighthouse, Baldwin County Family Violence Project, for an appropriation of \$2,000.00 to support The Lighthouse domestic violence program and sexual assault program. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

9 January 2017

**RESOLUTION NO. 2656-17**

**WHEREAS**, The Lighthouse, Baldwin County Family Violence Project, is funded in part by the Law Enforcement/Traffic Safety Division of the Alabama Department of Economic and Community Affairs. The program currently has a full time Sexual Assault Counselor and a full time Sexual Assault Specialist and serves Baldwin; and

**WHEREAS**, The Sexual Assault Counselor works directly with adult victims of rape and sexual assault and their families/significant other providing assessment and counseling services; and

**WHEREAS**, The Sexual Assault Specialist is responsible for recruiting, training, and coordinating volunteer advocates to respond to adult victims of rape and sexual assault in the crisis situation as requested by law enforcement or hospital emergency room staff. The Sexual Assault Specialist will also be involved in developing and implementing rape prevention programs throughout the county; and

**WHEREAS**, there are several other services provided by this program for sexually assaulted victims; and

**WHEREAS**, the Lighthouse provides a Domestic Violence Program were the following services are provided:

- Twenty-four-hour Crisis Line
- Safe, Confidential shelter
- Individual Crisis Counseling
- Support Groups
- Direct services provided to children while in the shelter
- Court advocacy and accompaniment
- Training on issues relating to domestic violence
- Speakers Bureau
- Elementary School Programs
- Dating Violence Date Rape Program

While the Lighthouse is excited to be in the position to offer these needed services for the residents of Baldwin County, the Lighthouse needs the support to continue to provide these and other services; and

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute a Contractual Agreement between the City of Fairhope and The Lighthouse, Baldwin County Family Violence Project, to support the Lighthouse domestic violence program and sexual assault program, in the total amount of \$2,000.00.

Adopted on this the 9TH day of JANUARY, 2017

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

Attest:

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

9 January 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Karin Wilson to execute a Contract with the Eastern Shore Art Center for use of City Facilities and for an appropriation of \$20,000.00 for funds to support and sponsor the educational programs through The Art Center's Academy of Fine Arts. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2657-17**

WHEREAS, a contract shall be executed between the City of Fairhope and the Eastern Shore Art Center for contract funding educational programs through the Academy and Community Outreach Program which provides art education and hands-on learning, on and off site, to all elements of our community: children, youth, adults, seniors, and special needs audiences, making an appropriation of \$20,000.00; and

WHEREAS, the Eastern Shore Art Center must continue First Friday Artwalk and all publicity as a community event; continue to provide summer art program for the Fairhope-Point Clear Rotary Youth Club (formerly known as the Boys and Girls Club); and provide low cost art classes for local youth and senior citizens; and

WHEREAS, the City of Fairhope approves the request from the Eastern Shore Art Center to use the streets (Section Street north of Magnolia to Oak Street and Oak Street to Bancroft and Equality) during their Outdoor Art Show, which is held during the annual Arts & Crafts Festival, to use the streets (Fairhope Avenue from Bancroft Avenue to Church Street and Section Street from De La Mare to Magnolia Avenue) for the annual Grand Festival of Art in October; and requesting closure of the streets at 5:00 p.m. on the Friday before the festival for set-up; and security to be provided, after hours, by the Fairhope Police Department; and

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice; and

WHEREAS, payment shall be made quarterly in the amount of \$5,000.00 from the Utility Funds; or \$20,000.00 annually, until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, THAT Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Eastern Shore Art Center for funds to support and sponsor the educational programs through the Art Center's Academy for Fine Arts.

DULY ADOPTED THIS 9TH DAY OF JANUARY, 2017

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

Attest

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



9 January 2017

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution authorizing Mayor Karin Wilson to execute a Contract between the City of Fairhope and Thomas Hospital for use of the City facilities to help put on health related programs, meetings, and programs affiliated with Thomas Hospital, throughout the year in the Fairhope community, schools or at the hospital facilities. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

**RESOLUTION NO. 2658-17**

**WHEREAS**, Thomas Hospital serves a public purpose and the health education that the Thomas Hospital gives the City of Fairhope is a public service; and,

**WHEREAS**, We, Thomas Hospital, agree to work with the Mayor, and /or her agent(s), to promote the City of Fairhope and to contribute time, employees, and other resources putting on health related programs, meetings and programs affiliated with Thomas Hospital, throughout the year in the Fairhope community, schools or at the hospital facilities. Many events, schools, and Fairhope programs are sponsored by Thomas Hospital. The Thomas Hospital Auxiliary provides hours of service to the hospital that benefit Fairhope citizens; and

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute contract between the City of Fairhope and Thomas Hospital for use of the City facilities (rental and cleaning fees), including streets and parks, depending on availability and permission from the Rental Facilities Manager; but they would be responsible for any incidentals, damages, or security if necessary.

ADOPTED this 9TH day of JANUARY, 2017

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Karin Wilson, Mayor

ATTEST:

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Lisa A. Hanks, MMC  
City Clerk

9 January 2017

Council President Burrell requested Human Resources Director Pandora Heathcoe to explain the job position; and asked if someone had a City badge with access to City buildings. Ms. Heathcoe explained the job description and pay grade; and replied yes regarding the City badge. Mayor Wilson stated she could hire one and a half positions for the same price as the one person hired by the former Mayor. She said Lynn Maser was a volunteer. Council President Burrell stated you cannot hire without the position being budgeted or created; and the statute you are referring to is for Jefferson County. City Attorney Wynne commented you cannot hire without Council approval. Councilmember Conyers questioned the process and if it was correct. Council President Burrell replied if we fund and create the position.

After further discussion, Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the Compensation and Job Classification Plan along with the Grade Order Sheet be amended and approved to Add the Part-Time Administrative Assistant to the Mayor Position; and the Job Description with a pay grade of 22. The motion was seconded by Councilmember Conyers.

Councilmember Robinson said we want to help you and we did that with the other two positions. He said that Ms. Maser would probably be wonderful, but was not comfortable without a budget to create a position. Mayor Wilson stated the only resolutions questioned are hers; and you are micromanaging my position. Councilmember Robinson said there are a lot of things already included in the previous budget. He also commented we will not agree every time, said he has one vote for the best for the City; and these items warrant a discussion. Councilmember Boone called for the question.

Council President Burrell announced we have a motion and a second; motion failed by the following voice votes: AYE – Conyers. NAY – Burrell, Robinson, and Boone.

Councilmember Conyers moved to grant the request of the Eastern Shore Optimist Club requesting \$2,000.00 through an in-kind donation to use the Fairhope Civic Center for the Dogwood Trail Pageant on Saturday, January 14, 2017 and the Delchamps Suite for the Arts and Crafts Reception on March 17, 2017. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

Councilmember Boone moved to update the Volunteer Police Reserve roster by adding Raymond Clark and deleting Jeremy Davis. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

9 January 2017

Councilmember Boone moved to grant the request of Pat Lee, Children of The World, Inc., requesting permission to hold its 21st Annual Chinese New Year Parade, by allowing the streets - De La Mar Avenue, Fairhope Avenue (between South Church Street and South Section Street) and South Section Street (between Morphy Avenue and Fairhope Avenue), to be closed from 10:00 a.m. to 11:00 a.m. on Saturday, February 4, 2017. The parade begins and ends at Fairhope Methodist Church. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant/deny the request of Joey Leavitt, Fairhope Volunteer Fire Department for the "Fairhope Volunteer Fire Department BBQ Cook-Off Smoke'em if You Got'em Event." Requesting permission use the Fairhope Civic Center on Saturday, January 21, 2017, from 6:00 a.m. to 11 p.m., as a rain location for this event. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Conyers moved to appoint Meredith Montgomery and Alan Samry to the Pedestrian and Bicycle Committee for a three-year term which will expire in January 2020. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Councilmember Boone moved to appoint Christina Stankoski as 1st Alternate Member and Harry Kohler 2nd Alternate Member for a one-year term which will expire in January 2018; and to reappoint John Avent, Dick Schneider, Cathy Slagle, Troy Strunk, and Anil Vira to the Board of Adjustments and Appeals for a three-year term which will expire in January 2020. Seconded by Councilmember Conyers, motion passed unanimously by voice vote. Councilmember Conyers questioned the appointments being staggered. Councilmember Robinson also suggested staggering the appointments; and would like the Board of Adjustments and Appeals for decide who to stagger and the term.

Councilmember Conyers moved to appoint Elizabeth Hammock; and to reappoint Hank Burch and Cobby Witherington to the Education Advisory Committee for a three-year term which will expire in January 2020. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

The following individuals spoke during Public Participation:

- 1) Bob Wills, 602 East 6th Street in Bay Minette, addressed the City Council on behalf of Scotty Lewis who wrote a letter to the City of Fairhope for Leaf River, Stewart Speed, and Arthur Corte. He stated prior to this meeting he found out that Matt McDonald and City Attorney Tut Wynne were working on a response to this letter. He thanked the City Council for allowing him to speak.

9 January 2017

- 2) Reverend Williams, 623 Middle Street, address the City Council regarding his license with the City. He mentioned working with Aaron Norris on many jobs in Fairhope and had a license at that time. After Mr. Norris retired, he went back to get his license renewed and it was denied without passing a test. Mr. Williams is requesting reinstatement of his license.
- 3) Paul Ripp, 22985 High Ridge Road, addressed the City Council regarding Mayor Wilson and lack of transition for her. He stated that Council President Burrell and Councilmember Boone are an obstruction of justice.
- 4) Cheryl Smith, 150 Oakwood, addressed the City Council regarding drainage issues and sink holes in River Oaks Subdivision. Ms. Smith said she went into the pipes with the company they hired and saw the damage and crushed pipes. She did comment that Mayor Kant helped by cutting down six trees.

Mayor Wilson stated the moratorium that is in place is also to look at storm water and drainage; and we will look over the City for same.

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 7:01 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA                    )  
  :  
COUNTY OF BALDWIN                )(

The City Council met in a Work Session at 4:30 p.m.,  
Delchamps Room, 161 North Section Street,  
161 North Section Street, Fairhope, Alabama 36532, on  
Monday, 9 January 2017.

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

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

The following topics were discussed:

- Councilmember Boone mentioned the upcoming Harbor Board meeting; and said the scope of work may need amending. City Liaison Robert Rohm stated these are small items that will be addressed.
- Councilmember Conyers said he had attended both the Historic Preservation Committee and the Library Board meetings.
- Council President Burrell commented he had attended his first Museum Advisory Board meeting.
- Purchasing Manager Dan Ames addressed the City Council and stated he has been working on Fire Works.
- Economic and Community Development Director Sherry-Lea Botoop addressed the City Council and stated she has been working on grants through the BP Portal.
- Gas Superintendent Robert Rohm addressed the City Council regarding the gas case iron pipe replacement per year; and using a contractor takes away the City's liability.
- Public Works Director Jennifer Fidler addressed the City Council and gave an update on the multi modal project being 45 percent complete; recycling is now running baler and skid steer; and mixed paper and cardboard will bring in approximately \$10,000.00 quarterly.
- Planning Director Jonathan Smith addressed the City Council and said that Planning Commission items have decreased due to the moratorium.
- Community Affairs and Recreation Director Sherry Sullivan addressed the City Council and said the New Year's Eve Celebration went well; lights are now being put on the trees; and we are getting ready for Mardi Gras and Spring Events.

- Electric Superintendent Jimmy Cluster addressed the City Council regarding the tree that fell this past weekend causes a power outage. He thanked his guys for handling this outage and restoring all power so quickly especially in the extreme cold conditions.
- Mechanic Supervisor Tim Bung addressed the City Council regarding a new card swiping system. Mr. Bung mentioned that Robertsdale saved close to 50 percent on gas consumption after installing this system. Dan Ames commented this will help with security measures too. It gives the City protection, reports are saved, and it flags maintenance.
- Chief Chris Ellis addressed the City Council and said he was elected once again as Chief. He said in 2016 they had 921 calls which was 71 calls above 2015.
- Water and Sewer Superintendent Dan McCrory addressed the City Council and stated one of the lift stations also went down this past weekend due to the fallen tree. He said the Police Department, Water Department, and Electric Department were all called out.
- Building Official Erik Cortinas addressed the City Council regarding the Building Summit held here; and will held again in Fairhope.
- Recreation Director Tom Kuhl addressed the City Council and said his department has been mowing for spring events and at the Soccer Complex.
- Chief Joseph Petties addressed the City Council regarding an ordinance for regulating golf carts in Fairhope; Shop with a Cop; and “Path to Peace” Sunday afternoon at Fish River Church.
- Mayor Wilson handed out a summary for a City Engineer and an in-house City Attorney.
- IT Director Jeff Montgomery addressed the City Council and reported that we are 95 percent complete with the new Police Department devices.
- Council President Burrell questioned the lift station, backup generator, and spillage this past weekend. Mr. McCrory replied that a grant was applied for a few years back, but only a few were funded.
- Council President Burrell commented he appreciated the reports.
- Mayor Wilson commented we must have a Comprehensive Plan for right-of-ways. She mentioned being in Washington, D.C. next week to attend the U. S. Conference for Mayors.

Work Session  
Monday, 9 January 2017  
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- IT Director Jeff Montgomery brought up the WiFi in downtown Fairhope. He said this was a third party handling and the equipment was out of date, so they turned it off. He said we still have several “Hot Spots” around Fairhope. Council President Burrell commented companies were interested in the business, but when told they had to lease the spots they went elsewhere.
- City Treasurer Deborah Wilson addressed the City Council and stated the AT&T lease is still being negotiated. Council President Burrell stated we will need an ultimatum and get this settled.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:19 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

STATE OF ALABAMA            )  
  :  
COUNTY OF BALDWIN        )

The City Council met in an Agenda Meeting at 5:30 p.m.,  
Delchamps Room, 161 North Section Street,  
Fairhope, Alabama 36532, on Monday, 9 January 2017.

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

Council President Burrell called the meeting to order at 5:19 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 6: a resolution that the City Council approves the selection of The Cassady Company, Inc. to perform a Professionals Engineering Study for Gas, Water and Sewer Utilities was discussed. Gas Superintendent Robert Rohm was asked if a “Gas” study was needed; and Mr. Rohm replied no. Water & Sewer Superintendent Dan McCrory was asked if a “Water” study was needed; and Mr. McCrory replied yes for flow and capacity.

Mayor Wilson stated this is a huge asset and a study is needed for future and budget needs. Councilmember Boone commented we need a plan for a five to ten-year future growth. He questioned using a company out of the Tuscaloosa area and not local. Mayor Wilson replied we need a base-line study only with fresh eyes to review the system. Councilmember Robinson stated we need to get this figured out in a quick timeframe. Mayor Wilson said it is her job to select and present to the City Council. Councilmember Boone replied it is our job to approve. Mayor Wilson commented the company prequalified and is local; and was to be working with Cowles.

Council President Burrell said that Hutchinson, Moore & Rauch (“HMR”) is local and qualified; and they work with Mobile Area Water and Sewer System (“MAWSS”). Councilmember Robinson asked if we could add “HMR” to the resolution for study. City Attorney Wynne said the City Council approved the Quality Based Selection Process for selecting a professional service via a resolution: the Mayor selects and the Council approves. If there is a roadblock: the Mayor selects and the Council does not approve, we need a reconciliation to reach a compromise and move forward.

Council President Burrell commented this is a two-step process and we are trying to find a compromise to find fresh eyes, local, and qualified. Councilmember Conyers said we do not need to wait and should move forward.



Agenda Meeting  
Monday, 9 January 2017  
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Agenda Item No. 17: a request from the Eastern Shore Optimist Club requesting \$2,000.00 and use of the Fairhope Civic Center for the Dogwood Trail Pageant was discussed next. Councilmember Conyers mentioned the date needed to be changed to Saturday, January 14, 2017 instead of January 21, 2017.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:50 p.m.

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Jack Burrell, Council President

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Lisa A. Hanks, MMC  
City Clerk

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

**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 Sidewalk Project located along Gayfer Road Extension East from Bishop Road to Meadowbrook Drive; and funding for this project was approved by Resolution No. 2547-16 on June 20, 2016 for \$13,300.00 to be paid through the Eastern Shore Metropolitan Planning Organization.

Adopted on this 23rd day of February, 2017

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

Attest:

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

**RESOLUTION NO. 2547-16**

**A RESOLUTION OF THE FAIRHOPE CITY COUNCIL TO  
CONTRIBUTE TO THE TWENTY (20%) LOCAL MATCH REQUIREMENT  
FUNDING A GAYFER ROAD EXTENSION SIDEWALK**

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

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

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

**WHEREAS**, the Baldwin County Commission and the City of Fairhope desire to Construct a Sidewalk on Gayfer Road Extension from Meadowbrook Subdivision to Bishop Road; and

**WHEREAS**, the estimated total Project cost is \$132,000.00; and

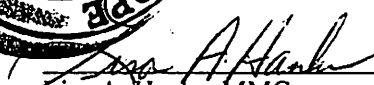
**WHEREAS**, the estimated local match for the Project is \$26,600.00 with the Baldwin County Commission and the City of Fairhope each portion being \$13,300.00; and

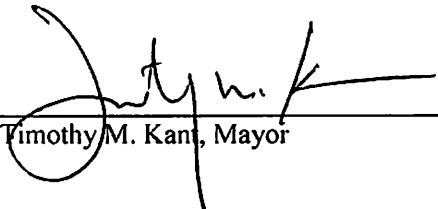
**WHEREAS**, the MPO requires a resolution from sponsoring local governments committing the sponsoring governments to providing the 20% local match for Project funds as set forth above.

**NOW, THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that the City Council request the Eastern Shore Metropolitan Planning Organization to fund the Project to construct a sidewalk on Gayfer Road Extension from Meadowbrook Subdivision to Bishop Road and commits to provide the required local match of \$13,300.00; and authorize Mayor Timothy M. Kant to execute the necessary documents with the Alabama Department of Transportation for Project.

ADOPTED THIS 20TH DAY OF JUNE, 2016



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

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

## INTERGOVERNMENTAL SERVICE AGREEMENT

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

### RECITALS

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

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

**Whereas**, County and City acknowledge and agree County maintains Gayfer Road Extension East from Bishop Road to Meadowbrook Drive; and

**Whereas**, County has been approved by the Alabama Department of Transportation for a sidewalk project located along Gayfer Road Extension East from Bishop Road to Meadowbrook Drive ; and

**Whereas**, County has requested that the City assist the County in its efforts to fund the matching Construction and CE&I costs for a sidewalk project located along Gayfer Road Extension East from Bishop Road to Meadowbrook Drive; and

**Whereas**, on June 20, 2016, City adopted Resolution No. 2547-16 wherein it agreed to pay to County \$13,300 toward the location match for the construction cost and construction engineering & inspection, utilities, and right-of-way acquisition costs for a Sidewalk project located along Gayfer Road Extension East from Bishop Road to Meadowbrook Drive; and

**Whereas**, County agrees to accept maintenance of Sidewalk project located along Gayfer Road Extension East from Bishop Road to Meadowbrook Drive (approximately 1200 feet); and

**Whereas**, County and City now wish to enter into this Agreement to provide for their joint cooperation to fund the matching construction cost and construction engineering & inspection, utilities, and right-of-way acquisition cost for a Sidewalk project located along Gayfer Road Extension East from Bishop Road to Meadowbrook Drive.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants contained herein, the sufficiency of which being hereby acknowledged, County and City do hereby agree as follows:

1. **Recitals:** The recitals set out above are incorporated into this Agreement, as though the same were set out in full in this paragraph.
2. **Purpose:** The parties acknowledge and agree that the purpose of this Agreement is to fund the matching construction cost and construction engineering & inspection, utilities, and right-of-way acquisition cost for a Sidewalk project located along Gayfer Road Extension East from Bishop Road to Meadowbrook Drive.

3. **County Remains Owner of Right-of-Way:** The County, at all times including during the effective term of this Agreement and thereafter, shall retain exclusive responsibility for and control over Gayfer Road Extension East from Bishop Road to Meadowbrook Drive. The City obtains no rights, responsibilities or control for the subject road and rights-of-way as a result of the duties and/or obligations contained anywhere herein either during or following the effective term of this Agreement.
4. **No Joint Ownership of Property:** The parties acknowledge and agree that they will not jointly acquire, own, or otherwise come into joint or common possession of any property as a result of or in relation to this Agreement.
5. **Financing and Budgeting:** Each party shall be responsible for financing the obligations undertaken by that party hereunder, and shall not be responsible for financing, or in any other manner contributing to the actual costs or expenses of the obligations undertaken by the other party unless expressly identified herein.
6. **Approval and Effective Date:** This Agreement shall become effective upon the date of full execution by both parties ("Effective Date").
7. **Term:** The term of this Agreement shall be for twenty-four (24) months from its Effective Date. This document may be amended only upon written approval by the Parties hereto, and any such amendment shall be approved by the same method by which this original Agreement has been approved by the Parties.
8. **Services to be Performed by County (the Project):**
  - A. Comply with all necessary local, State and Federal rules, regulations and laws applicable to this Agreement.
  - B. Construct the improvements in accordance with the Alabama Department of Transportation construction standards.
9. **Services to be Performed by City:**
  - A. Assist the County by funding \$ 13,300.00 for a Sidewalk project located along Gayfer Road Extension East from Bishop Road to Meadowbrook Drive; and
10. **Termination and Notice:** Notwithstanding the foregoing, either party may terminate this Agreement, with or without cause, upon written notice to the other party. A party's said notice shall be deemed effective, and the Agreement deemed terminated, thirty (30) days after the date such notice is mailed by certified mail to the other party. In the event of termination by either party, the City shall be responsible for all actual costs incurred by the County through the date of receipt of the requisite termination notice. All notices provided for herein shall be sent as follows:

To City: City of Fairhope  
161 N. Section St.  
Fairhope, Alabama 36532

To County: Baldwin County Commission  
312 Courthouse Square, Suite 12  
Bay Minette, Alabama 36507

11. **Indemnity:** City accepts the improvement, work, property, product, funds and services of the County as a result of the Project in its “WHERE IS”, “AS IS”, condition and acknowledges that the County has made no representation or warranty to City as to, and has no obligation for the condition of the improvements, work, property, product, funds and services of the County. However, nothing contained herein shall prevent either party from good faith performance of the services to be performed under the terms of this agreement including without limitation the remediation or correction of any work or services performed by either party hereunder. City assumes the risk of any latent or patent defects or problems that are or may be contained in the improvements, work, property, product, funds and services of the County or City. City agrees that the County shall not be liable for any injury, loss or damage on account of any such defects or problems. City for itself and City Representatives waive and release the County from any claims for injury to persons or damage to the personal property by reason of the condition of the improvements, work, property, product, funds and services of the County or otherwise.

Furthermore, City shall defend, indemnify, and hold County harmless from and against all demands, actions, and claims of any description whatsoever, for property damage, personal injury (including death), actions in trespass, and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of, relating to, or resulting from any and all acts or omissions in relation to the obligations hereunder.

The above provisions contained in this section 11 shall not apply to any private contractor or subcontractor performing improvements or work on behalf of the County and, to the extent not exclusive of the County, the City shall be entitled to the benefit of all warranties, representations and legal or equitable rights available to it, or available to the County, under Alabama law or pursuant to the terms of all agreements between such private contractor or subcontractor and the County.

All guarantees, duties, representations, assurances, without limitation, contained within this Agreement shall survive and exist beyond the date of termination or expiration of this Agreement, and time, or the lapse thereof, shall not be used for, or argued as a defense for the City, against the same.

Nothing contained herein shall be construed to limit or modify the laws of Alabama as the same may apply to the County or City or in any way diminish any immunity, absolute or qualified, to which the County and City are otherwise entitled by law.

12. **Entire Agreement:** This Agreement represents the entire and integrated agreement between County and City and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the parties.

13. **Both Parties Contributed Equally to the Agreement.** This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both County and City have contributed substantially and materially to the preparation of this Agreement.
  
14. **Failure to Strictly Enforce Performance:** The failure of either party to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Agreement shall not constitute a default or be construed as a waiver or relinquishment of the right of a party to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.
  
15. **Assignment:** Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.
  
16. **Choice of Law:** The parties acknowledge and agree that this Agreement shall in all respects be governed by the laws of the state of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of full execution below.

**COUNTY:**  
BALDWIN COUNTY

**ATTEST:**

BY: \_\_\_\_\_ /  
T. Christopher Elliott /Date  
Chairman

\_\_\_\_\_/\_\_\_\_\_  
Ronald J. Cink / Date  
County Administrator

**CITY:**  
THE CITY OF FAIRHOPE

**ATTEST:**

BY: \_\_\_\_\_ /  
Karin Wilson /Date  
Mayor

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

State of Alabama )  
County of Baldwin )

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that T. CHRISTOPHER ELLIOTT, as Chairman of the Baldwin County Commission, and RONALD J. CINK, as County Administrator of the Baldwin County Commission, are signed to the foregoing instrument and who are known to me, acknowledged before me on this day that, being informed of the contents of the Agreement, they, as such officers and with full authority, executed the same voluntarily for and as the act of said Baldwin County Commission.

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

State of Alabama )  
County of \_\_\_\_\_ )

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

Given under my hand and official seal, this the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



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

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that Mayor Karin Wilson is hereby authorized to execute the first extension of the Contract with Riverbend Enterprises, d/b/a East Bay Engraving, for the contract unit prices quoted, for an estimated amount of Forty Five Thousand Dollars (\$45,000.00) per year for Bid No. 008-16, Employee Uniform, for an additional one year as per the terms and conditions of the original contract.

Adopted on this 23rd day of January, 2017

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

Attest:

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



## MEMO

JAN 13 '17 AM 11:14

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*  
Daniel P. Ames, Purchasing Manager

Date: January 13, 2017

Re: Requesting City Council approval of Extension No.1 to Bid No. 008-16, Employee Uniforms

The Mayor has requested the first extension of Bid No. 008-16, Employee Uniforms for one additional year from March 10, 2017 to March 10, 2018. All existing terms and conditions, including pricing, will remain the same as the original contract. The original contract allows two such extensions.

If approved, the first extension will be with the awarded vendor, Riverbend Enterprises dba East Bay Engraving, of Fairhope, AL, for the contract unit prices quoted, for an estimated amount of approximately Forty Five Thousand Dollars (\$45,000.00) per year. The vendor is in agreement with the extension (see attached).

**Please place on the next available City Council Agenda this request to approve the first contract extension for Bid No. 008-16, Employee Uniforms, and authorize the Mayor to execute contract extension no. 1 with Riverbend Enterprises dba East Bay Engraving, of Fairhope, AL.**

Cc: file

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

161 North Section Street  
P.O. Drawer 429  
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

**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 contact with Goodwyn Mills Cawood, Inc. to perform Engineering Services for C&D Landfill ADEM Permit Renewal for RFQ No. PS009-17 with a not-to-exceed amount of \$7,500.00.

DULY ADOPTED THIS 23RD DAY OF JANUARY, 2017

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

Attest:

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



# MEMO

JAN 13 '17 AM 11:14

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*  
Daniel P. Ames, Purchasing Manager

Date: January 13, 2017

Re: RFQ No. PS009-17, Engineering Services for C&D Landfill ADEM Permit Renewal

The City needs to hire a professional engineering firm for:

RFQ No. PS009-17, Engineering Services for C&D Landfill ADEM Permit Renewal RFQ No. PS015-17, Professional I.T. Services

Per our Procedure for Procuring Professional Services, under Variants to Procedure, Mayor Wilson exercised option #1, choosing Goodwyn Mills Cawood, Inc., of Fairhope, AL.

Per Resolution No. 2648-17, attached, the Fairhope City Council approved the Mayor to negotiate a fee schedule. Please see attached fee schedule.

**Please move this procurement of professional services forward to the City Council to approve the Mayor to execute a contract with Goodwyn Mills Cawood, Inc., of Fairhope, AL, for RFQ No. PS009-17, Engineering Services for C&D Landfill ADEM Permit Renewal, with a not-to-exceed amount of \$7,500.**

Cc: file

Karin Wilson  
Mayor

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



January 12, 2017

Mr. Dan Ames  
Purchasing Manager  
City of Fairhope  
P.O. Drawer 429  
Fairhope, AL 36533

**RE: RFQ No. PS009-17 Fee Schedule  
City of Fairhope C&D Landfill  
ADEM Permit (02-07) Renewal**

Mr. Ames:

Goodwyn, Mills & Cawood, Inc. (GMC) is pleased to have this opportunity to offer our services for the Solid Waste Disposal Permit renewal for the City of Fairhope C&D Landfill (Permit #02-07). The permit is set to expire on September 17, 2017 .GMC has contacted ADEM for appropriate actions needed for permit renewal. Based on that conversation, our proposed course of action is as follows:

- Update topographic survey and map existing grade
- Update plan documents
- Permit application correspondence
- Complete and submit the Construction/Demolition Landfill Permit Package (ADEM Form 305 8-02)

It is estimated that this work can be completed at an hourly rate for a Not-To-Exceed amount fee of \$7,500.00 (Please find a GMC Rate Schedule attached). The work can be submitted to ADEM within 3 weeks of the authorized notice to proceed. It should be noted that there is an ADEM permit reissuance fee of \$2,700 that is not included the Not-To-Exceed amount.

If you wish to proceed with the renewal, please sign and return this *Authorization to Proceed*, my email is melissa.mehaffey@gmcnetwork.com.

If you have any questions, please do not hesitate to call me at 251-460-4006.

Sincerely,

Melissa Mehaffey  
Ecologist

*Authorization to Proceed:*

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Enclosures



**2017  
Standard Rate and Fee Schedule**

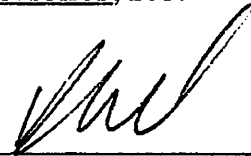
Standard Hourly Rates

Project Manager-Melissa Mehaffey	\$150.00
Senior Project Engineer-Richard Peterson	\$175.00
Project Engineer-Justin Barrett	\$150.00
Engineer Intern II-Wesley Caputo	\$110.00
Environmental Scientist-Evan Reid	\$110.00
CADD Technician II	\$110.00
Administrative Assistant	\$70.00
Surveying:	
Professional Land Surveyor-Kirk Clayton	\$190.00
Survey Crew (two-man survey crew)	\$135.00
Survey Crew (three-man survey crew)	\$180.00

**RESOLUTION NO. 2648-17**

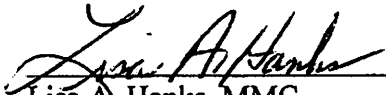
**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that the City Council approves the selection of Goodwyn Mills Cawood, Inc. of Fairhope, AL, for RFQ No. PS009-17, Engineering Services for C&D Landfill ADEM Permit Renewal, and hereby authorizes Mayor Karin Wilson to negotiate a fee schedule.

DULY ADOPTED THIS 9TH DAY OF JANUARY, 2017



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

Attest:

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

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

**A RESOLUTION OF THE CITY OF FAIRHOPE ENDORSING  
AND SUPPORTING THE EFFORTS OF THE ALABAMA BICENTENNIAL  
COMMISSION IN MONTGOMERY, ALABAMA**

**WHEREAS**, the United States Congress created the Alabama Territory from the eastern half of the Mississippi Territory on March 3, 1817; and,

**WHEREAS**, by 1819, the birth and growth of cities, towns, and communities in the Alabama Territory ensured that the population of the Territory had developed sufficiently to achieve the minimum number of inhabitants required by Congress to qualify for Statehood; and,

**WHEREAS**, the United States Congress and President James Monroe approved Statehood for the Alabama Territory on December 14, 1819 making it the nation's 22nd state; and,

**WHEREAS**, the Alabama Legislature approved a resolution in 2013 establishing the Alabama Bicentennial Commission to mark the 200th anniversary of Statehood; and,

**WHEREAS**, constitutional officers and other officials appointed Commission members to organize and execute a Bicentennial celebration intended to improve the education and understanding of all Alabamians and visitors regarding the state's history and heritage; and to create and promote lasting initiatives designed to benefit the State and its citizens; and

**WHEREAS**, the Bicentennial period of reflection and commemoration, 2017 to 2019, has been divided into three thematic years to acknowledge distinctly; the environment, both natural and constructed, including especially the cities, towns, and communities which compose the State; the people, regardless of race, culture, or background; and the history, both ancient and recent, of the State of Alabama; and,

**WHEREAS**, commemorations and celebrations will enable and encourage Alabamians of all ages and backgrounds, as well as visitors from around the United States and beyond, to experience Alabama's rich and diverse cultural, historic, and natural resources, thereby stimulating the economy of Alabama through local economic growth; and,

**WHEREAS**, full participation and contributory efforts by the localities of the State through their various councils, committees, and congregations, are paramount to the success of this historic endeavor; and,



**WHEREAS**, participation in Alabama's Bicentennial is a unique opportunity to celebrate and uplift the state during a very specific historical milestone;

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE**, that by this action, they do endorse the efforts of the Alabama Bicentennial Commission and hereby resolve to aid the Alabama Bicentennial Commission in promoting, planning, and executing the Commission's historic, educational, celebratory, and cultural initiatives by forming a Community Celebration Committee to support the Statewide and local observances and celebrations of the Bicentennial of the State of Alabama.

ADOPTED THIS 23RD DAY OF JANUARY, 2017

---

Karin Wilson, Mayor

Attest:

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Lisa A. Hanks, MMC  
City Clerk

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

WHEREAS, a contract shall be executed between the City of Fairhope and the Mobile Bay National Estuary Program, making an appropriation of \$5,000.00 to support expanded activities related to Stormwater education and watershed management. The Mobile Bay National Estuary Program recently partnered with the City of Fairhope for the Volanta Gulley Watershed Management Plan and projects at the Fairhope ball fields, Dog Park, and Jasmine Park.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of \$5,000.00 from the Utility Funds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, THAT Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Mobile Bay National Estuary Program.

DULY ADOPTED THIS 23RD DAY OF JANUARY, 2017

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

Attest

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

# CONTRACT

STATE OF ALABAMA        )  
                                  :  
COUNTY OF BALDWIN     )(

For and in consideration of the sum of Five Thousand Dollars, (\$5,000.00), to be paid as per motion for approval of this appropriation, duly approved and adopted by the GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, on the 23rd day of January, 2017; We, MOBILE BAY NATIONAL ESTUARY PROGRAM, agree to work with the Mayor and/or her agent(s) of the City of Fairhope to support expanded activities related to Stormwater education and watershed management. The Mobile Bay National Estuary Program recently partnered with the City of Fairhope for the Volanta Gulley Watershed Management Plan; and projects at the Fairhope ball fields, Dog Park, and Jasmine Park.

The term of this contract shall be for the Fiscal year of 2016 - 2017. This contract may be cancelled at any time.

Pursuant of the motion for approval of this appropriation, a one-time payment shall be made in the amount of \$5,000.00 from the Utility Funds until contract either expires or is cancelled.

Signed this 24TH day of JANUARY, 2017

MOBILE BAY NATIONAL ESTUARY PROGRAM

By \_\_\_\_\_  
Roberta A. Swann, Director

CITY OF FAIRHOPE

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

Attest:

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

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

WHEREAS, a contract shall be executed between the City of Fairhope and the Baldwin County Trailblazers, making an appropriation of \$5,000.00 to help people shape their communities to be vigorous, healthy, and flourishing for generations to come by implementing a model Walking School Bus program that can positively reduce the soaring rate of childhood obesity by giving parents a supportive solution for assisting their children with walking to school instead of taking a bus or riding in a car.

WHEREAS, Baldwin County Trailblazers will continue its monthly Smart Walks to area schools that involves over 100 students and an equal number of parents and grandparents. The Smart Walk program has been a success.

WHEREAS, the outcome the program will achieve is to have a significant percentage of students participate in the daily Walking School Program and to be a model for use with other schools.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the amount of \$5,000.00 from the three Utility Funds of the City of Fairhope.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, THAT Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Baldwin County Trailblazers.

DULY ADOPTED THIS 23RD DAY OF JANUARY, 2017

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

Attest

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

# CONTRACT

STATE OF ALABAMA        )  
                                  :  
COUNTY OF BALDWIN     )

For and in consideration of the sum of Five Thousand Dollars, (\$5,000.00), to be paid as per motion for approval of this appropriation, duly approved and adopted by the GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, on the 23rd day of January, 2017; We, BALDWIN COUNTY TRAILBLAZERS, agree to work with the Mayor and/or her agent(s) of the City of Fairhope to help people shape their communities to be vigorous, healthy, and flourishing for generations to come by implementing a model Walking School Bus program that can positively reduce the soaring rate of childhood obesity by giving parents a supportive solution for assisting their children with walking to school instead of taking a bus or riding in a car.

Baldwin County Trailblazers will continue its monthly Smart Walks to area schools that involves over 100 students and an equal number of parents and grandparents. The Smart Walk program has been a success.

The term of this contract shall be for the Fiscal year of 2016 - 2017. This contract may be cancelled at any time.

Pursuant of the motion for approval of this appropriation, a one-time payment shall be made in the amount of \$5,000.00 from the Utility Funds, until contract either expires or is cancelled.

Signed this 24TH day of JANUARY, 2017

BALDWIN COUNTY TRAILBLAZERS

By \_\_\_\_\_  
Molly Peterson, President

CITY OF FAIRHOPE

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

Attest:

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

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

WHEREAS, a contract shall be executed between the City of Fairhope and the Fairhope Film Festival, making an appropriation of \$8,000.00, to help bring sustained economic growth from the film industry to the Alabama Gulf Coast through its Fairhope Film Festival.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made in the total amount of \$8,000.00 from the Utility Funds.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, THAT Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Fairhope Film Festival.

DULY ADOPTED THIS 23RD DAY OF JANUARY, 2017

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

Attest

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

# CONTRACT

STATE OF ALABAMA    )  
                                  :  
COUNTY OF BALDWIN    )

For and in consideration of the sum of Eight Thousand Dollars, (\$8,000.00), to be paid as per motion for approval of this appropriation, duly approved and adopted by the GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, on the 23rd day of January 2017; We, THE FAIRHOPE FILM FESTIVAL, agree to work with the Mayor and/or her agent(s) of the City of Fairhope to help bring sustained economic growth from the film industry to the Alabama Gulf Coast through its Fairhope Film Festival.

The term of this contract shall be for the Fiscal year of 2016 - 2017. This contract may be cancelled at any time.

Pursuant of the motion for approval of this appropriation, payment is to be made quarterly in the amount of \$2,000.00 from the Utility Funds; or \$8,000.00 annually, until contract either expires or is cancelled.

Signed this 24TH day of JANUARY, 2017

THE FAIRHOPE FILM FESTIVAL

By \_\_\_\_\_  
Mary Riser, Executive Director

CITY OF FAIRHOPE

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

Attest:

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

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

**WHEREAS**, the Fairhope-Point Clear Rotary Youth Club serves a public purpose and the programs and activities that the Fairhope-Point Clear Rotary Youth Club gives the City of Fairhope are a public service; and,

**WHEREAS**, the Fairhope-Point Clear Rotary Youth Club, agrees to work with the Mayor, and/or her agent(s), to better meet the needs of our community's youth through programs and activities; i.e. quality after school and summer programs which is an absolute necessity for our community.

**WHEREAS**, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice.

**WHEREAS**, payment shall be made quarterly in the amount of \$12,500.00 from the Utility Funds; or \$50,000.00 annually, until contract either expires or is cancelled.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to execute contract between the City of Fairhope and the Fairhope-Point Clear Rotary Youth Club to support the programs and activities to better serve our community and its youth by helping to manage and operate the Fairhope-Point Clear Rotary Youth Club facility and for facility maintenance.

ADOPTED THIS 23RD DAY OF JANUARY, 2017

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

ATTEST:

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



**CONTRACT**

STATE OF ALABAMA        )  
  :  
COUNTY OF BALDWIN     )

For and in consideration of the sum of Fifty Thousand Dollars, (\$50,000.00), to be paid as per resolution for approval of this appropriation, duly approved and adopted by the GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, on the 23rd day of January, 2017; We, the FAIRHOPE-POINT CLEAR ROTARY YOUTH CLUB, agree to work with the Mayor, and /or her agent(s), to better meet the needs of our community's youth through programs and activities; i.e. quality after school and summer programs which is an absolute necessity for our community by helping to manage and operate the Fairhope-Point Clear Rotary Youth Club Facility and for facility maintenance.

The term of this contract is for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but contract may be cancelled at any time.

Pursuant of the motion for approval of this appropriation, payment is to be made quarterly in the amount of \$12,500.00 from the Utility Funds; or \$50,000.00 annually, until contract either expires or is cancelled.

Signed this 24TH day of JANUARY, 2017

FAIRHOPE-POINT CLEAR ROTARY YOUTH CLUB

By \_\_\_\_\_  
Edward Brinson, RYC Board of Directors

CITY OF FAIRHOPE

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

Attest:

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

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

WHEREAS, a contract shall be executed between the City of Fairhope and the Fairhope Pirate Booster Club, Inc., making an appropriation of \$35,000.00 to be used to assist in the construction of the new multi-purpose facility located on the campus of Fairhope High School; an indoor training facility that will improve our students physically, preparing them for today's scholastic competitions while creating healthy lifestyles that will serve them a lifetime. This will improve athletic programs in public schools attended by Fairhope students and fund capital projects for those schools not furnished by the Baldwin County Board of Education.

WHEREAS, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice.

WHEREAS, payment shall be made quarterly in the amount of \$8,750.00 from the Utility Funds; or \$35,000.00 annually, until contract either expires or is cancelled.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, THAT Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Fairhope Pirate Booster Club, Inc.

DULY ADOPTED THIS 23RD DAY OF JANUARY, 2017

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

Attest

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

# CONTRACT

STATE OF ALABAMA        )  
                                  :  
COUNTY OF BALDWIN     )

For and in consideration of the sum of Thirty-Five Thousand Dollars, (\$35,000.00), to be paid as per motion for approval of this appropriation, duly approved and adopted by the GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, on the 23rd day of January, 2017; We, THE FAIRHOPE PIRATE BOOSTER CLUB, INC., agree to work with the Mayor and/or her agent(s) of the City of Fairhope to assist in the construction of the new multi-purpose facility located on the campus of Fairhope High School; an indoor training facility that will improve our students physically, preparing them for today's scholastic competitions while creating healthy lifestyles that will serve them a lifetime. This will improve athletic programs in public schools attended by Fairhope students and fund capital projects for those schools not furnished by the Baldwin County Board of Education.

The term of this contract shall be for the Fiscal year of 2016 - 2017. This contract may be cancelled at any time.

Pursuant of the motion for approval of this appropriation, payment is to be made quarterly in the amount of \$8,750.00 from the Utility Funds; or \$35,000.00 annually, until contract either expires or is cancelled.

Signed this 24TH day of JANUARY, 2017

FAIRHOPE PIRATE BOOSTER CLUB, INC.

By \_\_\_\_\_  
Desmond E. Joiner, President

CITY OF FAIRHOPE

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

Attest:

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

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

**WHEREAS**, the Downtown Fairhope Business Association serves a public purpose and the publicity that the Downtown Fairhope Business Association gives the City of Fairhope is a public service; and,

**WHEREAS**, We, the Downtown Fairhope Business Association agree to work with the Mayor, and/or her agent(s); advertise regionally and promote the City of Fairhope.

**WHEREAS**, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice.

**WHEREAS**, payment shall be made in the total amount of \$20,000.00 from the Utility Funds.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA** that Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Downtown Fairhope Business Association.

DULY ADOPTED THIS 23RD DAY OF JANUARY, 2017

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

Attest

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

**CONTRACT**

STATE OF ALABAMA     )  
                                  :  
COUNTY OF BALDWIN    )

For and in consideration of the sum of Twenty Thousand Dollars (\$20,000.00), to be paid as per motion for approval of this appropriation, duly approved and adopted by the GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, on the 23rd day of January, 2017; We, the DOWNTOWN FAIRHOPE BUSINESS ASSOCIATION, agree to work with the Mayor and/or her agent(s) of the City of Fairhope to advertise and promote the City of Fairhope.

The term of this contract shall be for the Fiscal year of 2016 – 2017. This contract may be cancelled at any time.

Pursuant of the motion of this appropriation, a one-time payment shall be made in the amount of \$20,000.00 from the Utility Funds, until contract either expires or is cancelled.

Signed this 24TH day of JANUARY, 2017

DOWNTOWN FAIRHOPE BUSINESS ASSOCIATION

By: \_\_\_\_\_  
      Alex Robinson, Executive Director

CITY OF FAIRHOPE, ALABAMA

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

Attest:

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

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

**WHEREAS**, a contract shall be executed between the City of Fairhope and the Baldwin County Economic Development Alliance, Inc., making an appropriation of \$15,000.00 to assist with economic development facilitation within the City of Fairhope. BCDEA is pleased to continue its 20-year relationship with the City of Fairhope. BCEDA's charge is to develop and facilitate new job creation opportunities for all communities in Baldwin County. BCEDA will work with City Leadership to continue to develop new job creation opportunities in but not limited to the following: IT, Software Development, Aerospace, Aviation and Medical sectors. We will continue to work with the Mayor, City Staff and City Council to identify, develop and promote designated areas of Fairhope for future job creation. BCEDA will continue to promote and market the City of Fairhope, advising national and international corporate decision makers of all that Fairhope has to offer them as a top site-selection location. BCEDA will continue to advise and assist the Mayor and City Leaders in developing a place and atmosphere in Fairhope that encourages, fosters and facilitates entrepreneurship. BCEDA will work with local, regional and statewide workforce development partners to communicate current and future training and education requirements to Coastal Alabama Community College and The Academy at the Fairhope Airport.

**WHEREAS**, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice.

**WHEREAS**, payment shall be made in the total amount of \$15,000.00 from the Utility Funds.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, that Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Baldwin County Economic Development Alliance, Inc.

DULY ADOPTED THIS 23RD DAY OF JANUARY, 2017

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

Attest

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

**CONTRACT**

STATE OF ALABAMA        )  
  :  
COUNTY OF BALDWIN     )

For and in consideration of the sum of Fifteen Thousand Dollars, (\$15,000.00), to be paid approved and adopted by the GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, on the 23rd day of January, 2017; We, the Baldwin County Economic Development Alliance, Inc. (“BCEDA”), agree to work with the Mayor, and /or her agent(s) of the City of Fairhope to assist with economic development facilitation within the City of Fairhope. BCEDA is pleased to continue its 20-year relationship with the City of Fairhope. BCEDA’s charge is to develop and facilitate new job creation opportunities for all communities in Baldwin County. BCEDA will work with City Leadership to continue to develop new job creation opportunities in but not limited to the following: IT, Software Development, Aerospace, Aviation and Medical sectors. We will continue to work with the Mayor, City Staff and City Council to identify, develop and promote designated areas of Fairhope for future job creation. BCEDA will continue to promote and market the City of Fairhope, advising national and international corporate decision makers of all that Fairhope has to offer them as a top site-selection location. BCEDA will continue to advise and assist the Mayor and City Leaders in developing a place and atmosphere in Fairhope that encourages, fosters and facilitates entrepreneurship. BCEDA will work with local, regional and statewide workforce development partners to communicate current and future training and education requirements to Coastal Alabama Community College and The Academy at the Fairhope Airport.

The term of this contract is for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but contract may be canceled at any time.

Pursuant of the motion for approval of this appropriation, payment is to be made quarterly in the amount of \$3,750.00 from the Utility Funds; or \$15,000.00 annually, until contract either expires or is cancelled.

Signed this 24th day of January, 2017

BALDWIN COUNTY ECONOMIC  
DEVELOPMENT ALLIANCE, INC.

By \_\_\_\_\_  
Lee Lawson, President/CEO

CITY OF FAIRHOPE

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

Attest:

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

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

**WHEREAS**, a contract shall be executed between the City of Fairhope and the Thomas Hospital Foundation, Inc., making an appropriation of \$50,000.00 to assist in the construction of the new Birth Center which will include an enhanced Special Care Nursery. This Special Care Nursery will allow babies who are currently transferred out of the county to stay local. A new Birth Center is both the community's and the hospital's most important need.

**WHEREAS**, the term of said contract shall be for one (1) year, beginning 1 October 2016 and ending 30 September 2017; but the contract shall be cancelled at any time upon notice.

**WHEREAS**, payment shall be made in the total amount of \$50,000.00 from the Utility Funds.

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA**, THAT Mayor Karin Wilson is hereby authorized to sign a contract between the City of Fairhope and the Thomas Hospital Foundation, Inc.

DULY ADOPTED THIS 23RD DAY OF JANUARY, 2017

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

Attest

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



# CONTRACT

STATE OF ALABAMA    )  
                                  :  
COUNTY OF BALDWIN    )

For and in consideration of the sum of Fifty Thousand Dollars, (\$50,000.00), to be paid as per motion for approval of this appropriation, duly approved and adopted by the GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, on the 23rd day of January, 2017; We, THE THOMAS HOSPITAL FOUNDATION, INC., agree to work with the Mayor and/or her agent(s) of the City of Fairhope to assist in the construction of the new Birth Center which will include an enhanced Special Care Nursery. This Special Care Nursery will allow babies who are currently transferred out of the county to stay local. A new Birth Center is both the community's and the hospital's most important need.

The term of this contract shall be for the Fiscal year of 2016 - 2017. This contract may be cancelled at any time.

Pursuant of the motion for approval of this appropriation, payment is to be made quarterly in the amount of \$12,500.00 from the Utility Funds; or \$50,000.00 annually, until contract either expires or is cancelled.

Signed this 24th day of January, 2017

THOMAS HOSPITAL FOUNDATION, INC.

By \_\_\_\_\_  
Kathy Baugh,  
Vice President Foundation Services  
Infirmary Health

CITY OF FAIRHOPE

By \_\_\_\_\_  
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 Mayor Karin Wilson is authorized to execute a Water Tower Lease Agreement between the City of Fairhope and New Cingular Wireless PCS, LLC (AT&T Mobility Corporation) for the water tower located on Nichols Avenue.

Adopted on this 23rd day of January, 2017

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

Attest:

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

\_\_\_\_\_  
I, Lisa A. Hanks, duly appointed City Clerk of the City of Fairhope, Alabama, do hereby certify that the attached Resolution No. \_\_\_\_\_ is a true and accurate copy of a resolution approved and passed by the Governing Body of the City of Fairhope at the regular City Council meeting on January 23, 2017.

City Seal

\_\_\_\_\_  
Lisa A. Hanks, City Clerk  
Custodian of Records

\_\_\_\_\_  
Date

Market: Gulf Coast (AL)  
Cell Site Number:  
Cell Site Name: South Section  
Fixed Asset Number: 10024145

## STRUCTURE LEASE AGREEMENT

THIS STRUCTURE LEASE AGREEMENT ("**Agreement**"), dated as of the latter of the signature dates below (the "**Effective Date**"), is entered into by City of Fairhope, an Alabama municipal corporation, having a mailing address of P.O. Box 429, Fairhope, AL 36532 ("**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 ("**Tenant**").

### BACKGROUND

Landlord owns or controls that certain plot, parcel or tract of land, as described on **Exhibit 1**, improved with a structure (the "**Structure**"), together with all rights and privileges arising in connection therewith, located at 590 Nichols Avenue, Fairhope, County of Baldwin, State of Alabama (collectively, the "**Property**"). Tenant desires to use a portion of the Property in connection with its federally licensed communications business. Landlord desires to grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

WHEREAS, Landlord and Tenant acknowledge and agree that Tenant (or its predecessor in interest) installed its equipment (the "**Existing Equipment**") at the Property pursuant to a certain Addendum to Lease dated February 18, 1998 that identified the Property as the "Nichols" site and amended that certain Lease Agreement dated March 1, 1991 (AT&T site name: Fairhope/FA#10024214); and

WHEREAS, Landlord and Tenant now wish to memorialize Tenant's use of the Property anew in this Agreement, which shall replace and supersede any and all prior agreements between the parties as to the Property and Tenant's use thereof ("**Prior Agreements**");

NOW THEREFORE, Landlord and Tenant declare that the Prior Agreements, if any, shall be replaced and superseded by this Agreement, and Landlord does hereby grant to Tenant the right to use a portion of the Property in accordance with this Agreement.

The parties agree as follows:

1. **LEASE OF PREMISES.** Landlord hereby leases to Tenant:

(i) certain ground space for the placement of a shelter, ice bridge, and generator pad including the air space above such space, as described on attached **Exhibit 1** for the placement of Tenant's Communication Facility;

(ii) space for any structural steel or other improvements to support Tenant's equipment (collectively, the space referenced in (i) and (ii) is the "**Equipment Space**");

(iii) that certain space on the Structure and any building's rooftop and/or façades, as generally depicted on attached **Exhibit 1**, where Tenant shall have the right to install its antennas and other equipment (collectively, the "**Antenna Space**"); and

(iv) those certain areas where Tenant's conduits, wires, cables, cable trays and other necessary connections are located between the Equipment Space and the Antenna Space, and between the Equipment Space and the electric power, telephone, and fuel sources for the Property (hereinafter collectively referred to as the "**Connection Space**"). Landlord agrees that Tenant shall have the right to install connections between Tenant's equipment in the Equipment Space and Antenna Space; and between Tenant's equipment in the Equipment Space and the electric power, telephone, and fuel sources for the Property, and any other improvements. Landlord further agrees that Tenant shall have the right to install, replace and maintain utility lines, wires, poles, cables, conduits, pipes and

other necessary connections over or along any right-of-way extending from the nearest public right-of-way to the Premises. Notwithstanding the foregoing, Tenant, to the extent feasible, shall locate all lines, wires, conduits and cables on existing poles extending from the roadway into Landlord's Property. The Equipment Space, Antenna Space, and Connection Space are hereinafter collectively referred to as the "**Premises.**"

**2. PERMITTED USE.** Tenant may use the Premises for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of its communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure, associated antennas, I beams, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant further has the right but not the obligation to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Tenant or Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. For a period of ninety (90) days following the start of construction, Landlord grants Tenant, its subtenants, licensees and sublicensees, the right to use such portions of Landlord's contiguous, adjoining or surrounding property (the "**Surrounding Property**" which includes without limitation, the remainder of the Structure) as may reasonably be required during construction and installation of the Communication Facility. Tenant has the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the Property's main entry point to the equipment shelter or cabinet, and to make other improvements, alterations, upgrades or additions appropriate for Tenant's Permitted Use including the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises at Tenant's expense. Tenant has the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility at any time during the term of this Agreement. Tenant will be allowed to make such alterations to the Property in order to ensure that Tenant's Communication Facility complies with all applicable federal, state or local laws, rules or regulations. In the event Tenant desires to modify or upgrade the Communication Facility, in a manner that requires an additional portion of the Property (the "**Additional Premises**") for such modification or upgrade, Landlord agrees to lease to Tenant the Additional Premises, upon the same terms and conditions set forth herein, except that the Rent shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then-current per square foot rental rate charged by Landlord to Tenant times the square footage of the Additional Premises. Landlord agrees to take such actions and enter into and deliver to Tenant such documents as Tenant reasonably requests in order to effect and memorialize the lease of the Additional Premises to Tenant.

**3. TERM.**

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing on the Effective Date. The Initial Term will terminate on the fifth (5<sup>th</sup>) anniversary of the Effective Date.

(b) This Agreement will automatically renew for two (2) additional five (5) year term(s) (each five (5) year term shall be defined as an "**Extension Term**"), upon the same terms and conditions unless Tenant notifies Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the Initial Term or then-existing Extension Term.

(c) Unless (i) Landlord or Tenant notifies the other in writing of its intention to terminate this Agreement at least six (6) months prior to the expiration of the final Extension Term, or (ii) the Agreement is terminated as otherwise permitted by this Agreement prior to the end of the final Extension Term, then upon the final Extension Term this Agreement shall continue in force upon the same covenants, terms and conditions for a further term of one (1) year, and for annual terms thereafter ("**Annual Term**") until terminated by either party by giving to the other written notice of its intention to so terminate at least six (6) months prior to the end of any such Annual Term. Monthly rental during such Annual Terms shall be equal to the Rent paid for the last month of the

final Extension Term. If Tenant remains in possession of the Premises after the termination of this Agreement, then Tenant will be deemed to be occupying the Premises on a month-to-month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, any Extension Terms, any Annual Terms and any Holdover Term are collectively referred to as the Term ("**Term**").

#### **4. RENT.**

(a) Commencing on June 1, 2016 (the "**Rent Commencement Date**"), Tenant will pay Landlord on or before the fifth (5<sup>th</sup>) day of each calendar month in advance Two Thousand Two Hundred and No/100 Dollars (\$2,200.00) (the "**Rent**"), at the address set forth above. In any partial month occurring after the Rent Commencement Date, Rent will be prorated. The initial Rent payment will be forwarded by Tenant to Landlord within forty-five (45) days after the Rent Commencement Date.

(b) On the Rent Commencement Date of each year of the Initial Term and each Extension Term, the monthly Rent will increase by three percent (3%) over the Rent paid during the previous year.

(c) All charges payable under this Agreement such as utilities and taxes shall be billed by Landlord within one (1) year from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be billed by Landlord, and shall not be payable by Tenant. The foregoing shall not apply to monthly rent which is due and payable without a requirement that it be billed by Landlord. The provisions of this subsection shall survive the termination or expiration of this Agreement.

(d) Landlord and Tenant agree and acknowledge that Tenant shall pay to Landlord within sixty (60) days of receipt of the fully executed originals of this Agreement, One Hundred Sixty One Thousand and No/100 Dollars (\$161,000.00) as a one-time, lump back rent payment for the presence of the Existing Equipment on the Structure from October 1, 2006 through the day before the Rent Increase Commencement Date.

#### **5. APPROVALS.**

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises and Property for Tenant's Permitted Use and Tenant's ability to obtain and maintain all governmental licenses, permits, approvals or other relief required of or deemed necessary or appropriate by Tenant for its use of the Premises, including without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively, the "**Government Approvals**"). Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications and with obtaining and maintaining the Government Approvals. In addition, Tenant shall have the right to initiate the ordering and/or scheduling of necessary utilities.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of its choice.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

#### **6. TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days' prior written notice, if the other party remains in default under Section 15 of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now or hereafter intended by Tenant; or if Tenant determines, in its sole discretion, that the cost of obtaining or retaining the same is commercially unreasonable;

(c) by Tenant, upon written notice to Landlord, if Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory for its intended uses;

(d) by Tenant upon written notice to Landlord for any reason or no reason, at any time prior to commencement of construction by Tenant; or

(e) by Tenant upon sixty (60) days' prior written notice to Landlord for any reason or no reason, so long as Tenant pays Landlord a termination fee equal to three (3) months' Rent, at the then-current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any termination provision contained in any other Section of this Agreement including the following: 5 Approvals, 6(a) Termination, 6(b) Termination, 6(c) Termination, 6(d) Termination, 8 Interference, 11(d) Environmental, 18 Condemnation and 19 Casualty.

## **7. INSURANCE.**

(a) During the Term, Tenant will carry, at its own cost and expense, the following insurance: (i) workers' compensation insurance as required by law; and (ii) commercial general liability (CGL) insurance with respect to its activities on the Property, such insurance to afford protection of up to Three Million Dollars (\$3,000,000) per occurrence and Six Million Dollars (\$6,000,000) general aggregate, based on Insurance Services Office (ISO) Form CG 00 01 or a substitute form providing substantially equivalent coverage. Tenant's CGL insurance shall contain a provision including Landlord as an additional insured. Such additional insured coverage:

(i) shall be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Tenant, its employees, agents or independent contractors;

(ii) shall not extend to claims for punitive or exemplary damages arising out of the acts or omissions of Landlord, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of Landlord, its employees, agents or independent contractors; and

(iii) shall not exceed Tenant's indemnification obligation under this Agreement, if any.

(b) Notwithstanding the foregoing, Tenant shall have the right to self-insure the coverages required in subsection (a). In the event Tenant elects to self-insure its obligation to include Landlord as an additional insured, the following provisions shall apply (in addition to those set forth in subsection (a)):

(i) Landlord shall promptly and no later than thirty (30) days after notice thereof provide Tenant with written notice of any claim, demand, lawsuit, or the like for which it seeks coverage pursuant to this Section and provide Tenant with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like;

(ii) Landlord shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of Tenant; and

(iii) Landlord shall fully cooperate with Tenant in the defense of the claim, demand, lawsuit, or the like.

## **8. INTERFERENCE.**

Tenant agrees to have installed radio equipment of the type and frequency which will not cause measurable interference to the equipment of the Landlord or other tenants of the Property existing as of the date this Agreement is executed by the Parties. In the event Tenant's equipment causes such interference, and after Landlord has notified Tenant of such interference, Tenant will take all steps necessary to correct and eliminate the interference. Landlord agrees that (i) Landlord will not allow permit its employees, tenants, or agents to interfere in any way with the Communication Facility and (ii) Landlord's tenants of the Property who currently have or in the future take possession of the Property will be permitted to install only such radio equipment that is of the type and frequency which will not cause measurable interference to the existing equipment of the Tenant. If the interference cannot be resolved within ten (10) days after receipt of notice of interference, either party will be entitled to terminate this Agreement.

## **9. INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the actions or failure to act of Landlord, its employees or agents, or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) The indemnified party: (i) shall promptly provide the indemnifying party with written notice of any claim, demand, lawsuit, or the like for which it seeks indemnification pursuant to this Section and provide the indemnifying party with copies of any demands, notices, summonses, or legal papers received in connection with such claim, demand, lawsuit, or the like; (ii) shall not settle any such claim, demand, lawsuit, or the like without the prior written consent of the indemnifying party; and (iii) shall fully cooperate with the indemnifying party in the defense of the claim, demand, lawsuit, or the like. A delay in notice shall not relieve the indemnifying party of its indemnity obligation, except (1) to the extent the indemnifying party can show it was prejudiced by the delay; and (2) the indemnifying party shall not be liable for any settlement or litigation expenses incurred before the time when notice is given.

#### **10. WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents, warrants and agrees that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license and solely owns the structure; (ii) the Property is not and will not be encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises without hindrance or ejection by any persons lawfully claiming under Landlord; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will provide promptly to Tenant a mutually agreeable subordination, non-disturbance and attornment agreement executed by Landlord and the holder of such security interest.

#### **11. ENVIRONMENTAL.**

(a) Landlord represents and warrants, except as may be identified in **Exhibit 11** attached to this Agreement, (i) the Property, as of the date of this Agreement, is free of hazardous substances, including asbestos-containing materials and lead paint, and (ii) the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all applicable governmental laws, rules, statutes, regulations, codes, ordinances, or principles of common law regulating or imposing standards of liability or standards of conduct with regard to protection of the environment or worker health and safety, as may now or at any time hereafter be in effect, to the extent such apply to that party's activity conducted in or on the Property

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding ("**Claims**"), to the extent arising from that party's breach of its obligations or representations under Section 11(a). Landlord agrees to hold harmless and indemnify Tenant from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of

Landlord for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from subsurface or other contamination of the Property with hazardous substances prior to the effective date of this Agreement or from such contamination caused by the acts or omissions of the Landlord during the Term. Tenant agrees to hold harmless and indemnify Landlord from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of Tenant for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any Claims, to the extent arising from hazardous substances brought onto the Property by Tenant.

(c) The indemnifications of this Section 11 specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Section 11 will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental, health or safety condition or matter relating to the Property, that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of liability to a government agency or third party, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate this Agreement upon written notice to Landlord.

**12. ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access ("**Access**") to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises. As may be described more fully in **Exhibit 1**, Landlord grants to Tenant an easement for such Access and Landlord agrees to provide to Tenant such codes, keys and other instruments necessary for such access at no additional cost to Tenant. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. Landlord shall execute a letter granting Tenant Access to the Property substantially in the form attached as **Exhibit 12**; upon Tenant's request, Landlord shall execute additional letters during the Term. Landlord acknowledges that in the event Tenant cannot obtain Access to the Premises, Tenant shall incur significant damage. If Landlord fails to provide the access granted by this Section 12, such failure shall be a default under this Agreement. In connection with such default, in addition to any other rights or remedies available to Tenant under this Agreement or at law or equity, Landlord shall pay Tenant, as liquidated damages and not as a penalty, \$500.00 per day in consideration of Tenant's damages until Landlord cures such default. Landlord and Tenant agree that Tenant's damages in the event of a denial of Access are difficult, if not impossible, to ascertain, and the liquidated damages set forth above are a reasonable approximation of such damages.

**13. REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant will be and remain Tenant's personal property and, at Tenant's option, may be removed by Tenant at any time during or after the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant on the Premises will be and remain the property of Tenant and may be removed by Tenant at any time during or after the Term. Tenant will repair any damage to the Property resulting from Tenant's removal activities. Any portions of the Communication Facility that Tenant does not remove within one hundred twenty (120) days after the later of the end of the Term and cessation of Tenant's operations at the Premises shall be deemed abandoned and owned by Landlord. Notwithstanding the foregoing, Tenant will not be responsible for the replacement of any trees, shrubs or other vegetation.

**14. MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, the Structure, and all areas of the Premises where Tenant does not have exclusive control, in good and tenable



condition, subject to reasonable wear and tear and damage from the elements. Landlord will be responsible for maintenance of landscaping on the Property, including any landscaping installed by Tenant as a condition of this Agreement or any required permit.

(b) Tenant will be responsible for paying on a monthly or quarterly basis all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from Landlord. When submetering is required under this Agreement, Landlord will read the meter and provide Tenant with an invoice and usage data on a monthly basis. Landlord agrees that it will not include a markup on the utility charges. Landlord further agrees to provide the usage data and invoice on forms provided by Tenant and to send such forms to such address and/or agent designated by Tenant. Tenant will remit payment within forty-five (45) days of receipt of the usage data and required forms. As noted in Section 4(c) above, any utility fee recovery by Landlord is limited to a twelve (12) month period. If Tenant submeters electricity from Landlord, Landlord agrees to give Tenant at least twenty-four (24) hours advance notice of any planned interruptions of said electricity. Landlord acknowledges that Tenant provides a communication service which requires electrical power to operate and must operate twenty-four (24) hours per day, seven (7) days per week. If the interruption is for an extended period of time, in Tenant's reasonable determination, Landlord agrees to allow Tenant the right to bring in a temporary source of power for the duration of the interruption. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(c) Landlord hereby grants to any company providing utility or similar services, including electrical power and telecommunications, to Tenant an easement over the Property, from an open and improved public road to the Premises, and upon the Premises, for the purpose of constructing, operating and maintaining such lines, wires, circuits, and conduits, associated equipment cabinets and such appurtenances thereto, as such companies may from time to time require in order to provide such services to the Premises. Upon Tenant's or the service company's request, Landlord will execute a separate recordable easement evidencing this grant, at no cost to Tenant or the service company.

(d) The parties acknowledge that Landlord must from time to time sand blast and repaint the Structure ("**Tower Maintenance**") to maintain it in good condition and this requires Tenant to temporarily remove its equipment from the Structure. In such an event, Landlord shall give Tenant at least one hundred twenty (120) days' prior written notice of the intended work and the opportunity, at Tenant's own cost and expense, to temporarily relocate and continue to operate its antennas, or otherwise to secure the antennas or the Communication Facility generally, to protect them from damage and allow Tenant's continued operation. In consideration of Tenant's sole obligation to pay for the removal of its equipment from the Structure, Tenant will be permitted to install, in the available space at the Property, any type of temporary facility necessary to keep its Communication Facility operational and during this period, Landlord agrees that the Rent shall be abated until such time as the Tower Maintenance is completed and Tenant has moved its equipment back onto the Structure. Any Tower Maintenance will be conducted by Landlord as diligently and expeditiously as possible.

#### **15. DEFAULT AND RIGHT TO CURE.**

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

(b) The following will be deemed a default by Landlord and a breach of this Agreement: (i) Landlord's failure to provide Access to the Premises as required by Section 12 of this Agreement within twenty-four (24) hours after written notice of such failure; (ii) Landlord's failure to cure an interference problem as required by Section 8 of this Agreement within twenty-four (24) hours after written notice of such failure; or (iii)

Landlord's failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days of written notice from Tenant specifying the failure. No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have: (i) the right to cure Landlord's default and to deduct the costs of such cure from any monies due to Landlord from Tenant, and (ii) any and all other rights available to it under law and equity.

**16. ASSIGNMENT/SUBLEASE.** Tenant will have the right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without Landlord's consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement to the extent of such assignment.

**17. NOTICES.** All notices, requests and demands hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed to the parties as follows:

If to Tenant: New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration  
Re: Cell Site #: \_\_\_\_\_; Cell Site Name: South Section (AL)  
Fixed Asset No: 10024145  
575 Morosgo Dr.  
Atlanta, GA 30324

With a copy to:

New Cingular Wireless PCS, LLC  
Attn: AT&T Legal Department  
Re: Cell Site #: \_\_\_\_\_; Cell Site Name: South Section (AL)  
Fixed Asset No: 10024145  
208 S. Akard Street  
Dallas, Texas 75202-4206

The copy sent to the Legal Department is an administrative step which alone does not constitute legal notice.

If to Landlord: City of Fairhope  
P.O. Box 429  
Fairhope, AL 36532

Either party hereto may change the place for the giving of notice to it by thirty (30) days' prior written notice to the other as provided herein.

**18. CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's sole determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses,

AT&T site name: South Section/FA#10024145

prepaid Rent, and business dislocation expenses. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

**19. CASUALTY.** Landlord will provide notice to Tenant of any casualty or other harm affecting the Property within forty-eight (48) hours of the casualty or other harm. If any part of the Communication Facility or Property is damaged by casualty or other harm as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to Landlord, which termination will be effective as of the date of such casualty or other harm. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis. Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property, but only until such time as Tenant is able to activate a replacement transmission facility at another location; notwithstanding the termination of this Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. If Landlord or Tenant undertakes to rebuild or restore the Premises and/or the Communication Facility, as applicable, Landlord agrees to permit Tenant to place temporary transmission and reception facilities on the Property at no additional Rent until the reconstruction of the Premises and/or the Communication Facility is completed. If Landlord determines not to rebuild or restore the Property, Landlord will notify Tenant of such determination within thirty (30) days after the casualty or other harm. If Landlord does not so notify Tenant, and Tenant decides not to terminate under this Section, then Landlord will promptly rebuild or restore any portion of the Property interfering with or required for Tenant's Permitted Use of the Premises to substantially the same condition as existed before the casualty or other harm. Landlord agrees that the Rent shall be abated until the Property and/or the Premises are rebuilt or restored, unless Tenant places temporary transmission and reception facilities on the Property.

**20. WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Communication Facility or any portion thereof. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law; Landlord consents to Tenant's right to remove all or any portion of the Communication Facility from time to time in Tenant's sole discretion and without Landlord's consent.

**21. TAXES.**

(a) Landlord shall be responsible for timely payment of all taxes and assessments levied upon the lands, improvements and other property of Landlord, including any such taxes that may be calculated by the taxing authority using any method, including the income method. Tenant shall be responsible for any taxes and assessments attributable to and levied upon Tenant's leasehold improvements on the Premises if and as set forth in this Section 21. Nothing herein shall require Tenant to pay any inheritance, franchise, income, payroll, excise, privilege, rent, capital stock, stamp, documentary, estate or profit tax, or any tax of similar nature, that is or may be imposed upon Landlord.

(b) In the event Landlord receives a notice of assessment with respect to which taxes or assessments are imposed on Tenant's leasehold improvements on the Premises, Landlord shall provide Tenant with copies of each such notice immediately upon receipt, but in no event later than thirty (30) days after the date of such notice of assessment. If Landlord does not provide such notice or notices to Tenant within such time period, Landlord shall be responsible for payment of the tax or assessment set forth in the notice, and Landlord shall not have the right to reimbursement of such amount from Tenant. If Landlord provides a notice of assessment to Tenant within such time period and requests reimbursement from Tenant as set forth below, then Tenant shall reimburse Landlord for the tax or assessments identified on the notice of assessment on Tenant's leasehold improvements, which has been paid by Landlord. If Landlord seeks reimbursement from Tenant, Landlord shall, no later than thirty (30) days after Landlord's payment of the taxes or assessments for the assessed tax year, provide Tenant with written notice including evidence that Landlord has timely paid same, and Landlord shall provide to Tenant any other documentation reasonably requested by Tenant to allow Tenant to evaluate the payment and to reimburse Landlord.

(c) For any tax amount for which Tenant is responsible under this Agreement, Tenant shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as Tenant may deem appropriate. This right shall include the ability to institute any legal, regulatory or informal action in the name of Landlord, Tenant, or both, with respect to the valuation of the Premises. Landlord shall cooperate with respect to the commencement and prosecution of any such proceedings and will execute any documents required therefor. The expense of any such proceedings shall be borne by Tenant and any refunds or rebates secured as a result of Tenant's action shall belong to Tenant, to the extent the amounts were originally paid by Tenant. In the event Tenant notifies Landlord by the due date for assessment of Tenant's intent to contest the assessment, Landlord shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Landlord shall not split or cause the tax parcel on which the Premises are located to be split, bifurcated, separated or divided without the prior written consent of Tenant.

(e) Tenant shall have the right but not the obligation to pay any taxes due by Landlord hereunder if Landlord fails to timely do so, in addition to any other rights or remedies of Tenant. In the event that Tenant exercises its rights under this Section 21(e) due to such Landlord default, Tenant shall have the right to deduct such tax amounts paid from any monies due to Landlord from Tenant as provided in Section 15(b), provided that Tenant may exercise such right without having provided to Landlord notice and the opportunity to cure per Section 15(b).

(f) Any tax-related notices shall be sent to Tenant in the manner set forth in Section 17 and, in addition, of a copy of any such notices shall be sent to the following address. Promptly after the Effective Date of this Agreement, Landlord shall provide the following address to the taxing authority for the authority's use in the event the authority needs to communicate with Tenant. In the event that Tenant's tax addresses changes by notice to Landlord, Landlord shall be required to provide Tenant's new tax address to the taxing authority or authorities.

New Cingular Wireless PCS, LLC  
Attn: Network Real Estate Administration-Taxes  
Re: Cell Site #: \_\_\_\_\_; Cell Site Name: South Section (AL)  
Fixed Asset No: 10024145  
575 Morosgo Dr.  
Atlanta, GA 30324

(g) Notwithstanding anything to the contrary contained in this Section 21, Tenant shall have no obligation to reimburse any tax or assessment for which the Landlord is reimbursed or rebated by a third party.

## **22. SALE OF PROPERTY.**

(a) Landlord shall not be prohibited from the selling, leasing or use of any of the Property or the Surrounding Property except as provided below.

(b) If Landlord, at any time during the Term of this Agreement, decides to rezone or sell, subdivide or otherwise transfer all or any part of the Premises, or all or any part of the Property or Surrounding Property, to a purchaser other than Tenant, Landlord shall promptly notify Tenant in writing, and such rezoning, sale, subdivision or transfer shall be subject to this Agreement and Tenant's rights hereunder. In the event of a change in ownership, transfer or sale of the Property, within ten (10) days of such transfer, Landlord or its successor shall send the documents listed below in this subsection (b) to Tenant. Until Tenant receives all such documents, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement.

i. Old deed to Property

AT&T site name: South Section/FA#10024145

10

- ii. New deed to Property
- iii. Bill of Sale or Transfer
- iv. Copy of current Tax Bill
- v. New IRS Form W-9
- vi. Completed and Signed AT&T Payment Direction Form
- vii. Full contact information for new Landlord including phone number(s)

(c) Landlord agrees not to sell, lease or use any areas of the Property or Surrounding Property for the installation, operation or maintenance of other wireless communications facilities if such installation, operation or maintenance would interfere with Tenant's Permitted Use or communications equipment as determined by radio propagation tests performed by Tenant in its sole discretion. Landlord or Landlord's prospective purchaser shall reimburse Tenant for any costs and expenses of such testing. If the radio frequency propagation tests demonstrate levels of interference unacceptable to Tenant, Landlord shall be prohibited from selling, leasing or using any areas of the Property or the Surrounding Property for purposes of any installation, operation or maintenance of any other wireless communications facility or equipment.

(d) The provisions of this Section shall in no way limit or impair the obligations of Landlord under this Agreement, including interference and access obligations.

**23. RENTAL STREAM OFFER.** If at any time after the date of this Agreement, Landlord receives a bona fide written offer from a third party seeking an assignment or transfer of Rent payments associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within twenty (20) days after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right or fails to provide written notice to Landlord within the twenty (20) day period, Landlord may assign the right to receive the Rent payments pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer Rent payments without complying with this Section, the assignment or transfer shall be void. Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section.

**24. MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by Landlord and Tenant. No provision may be waived except in a writing signed by both parties. The failure by a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

(b) **Memorandum/Short Form Lease.** Contemporaneously with the execution of this Agreement, the parties will execute a recordable Memorandum or Short Form of Lease substantially in the form attached as **Exhibit 24b**. Either party may record this Memorandum or Short Form of Lease at any time during the Term, in its absolute discretion. Thereafter during the Term of this Agreement, either party will, at any time upon fifteen (15) business days' prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease.

(c) **Limitation of Liability.** Except for the indemnity obligations set forth in this Agreement, and otherwise notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waives any claims that each may have against the other with respect to consequential, incidental or special damages, however caused, based on any theory of liability.

(d) **Compliance with Law.** Tenant agrees to comply with all federal, state and local laws, orders, rules and regulations ("**Laws**") applicable to Tenant's use of the Communication Facility on the Property. Landlord agrees to comply with all Laws relating to Landlord's ownership and use of the Property and any improvements on the Property.

(e) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(f) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement. Exhibits are numbered to correspond to the Section wherein they are first referenced. Except as otherwise stated in this Agreement, each party shall bear its own fees and expenses (including the fees and expenses of its agents, brokers, representatives, attorneys, and accountants) incurred in connection with the negotiation, drafting, execution and performance of this Agreement and the transactions it contemplates.

(g) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(h) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term "including" will be interpreted to mean "including but not limited to"; (iii) whenever a party's consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of this Agreement and are incorporated by reference into this Agreement; (v) use of the terms "termination" or "expiration" are interchangeable; (vi) reference to a default will take into consideration any applicable notice, grace and cure periods; (vii) to the extent there is any issue with respect to any alleged, perceived or actual ambiguity in this Agreement, the ambiguity shall not be resolved on the basis of who drafted the Agreement; (viii) the singular use of words includes the plural where appropriate and (ix) if any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force if the overall purpose of the Agreement is not rendered impossible and the original purpose, intent or consideration is not materially impaired.

(i) **Affiliates.** All references to "Tenant" shall be deemed to include any Affiliate of New Cingular Wireless PCS, LLC using the Premises for any Permitted Use or otherwise exercising the rights of Tenant pursuant to this Agreement. "Affiliate" means with respect to a party to this Agreement, any person or entity that (directly or indirectly) controls, is controlled by, or under common control with, that party. "Control" of a person or entity means the power (directly or indirectly) to direct the management or policies of that person or entity, whether through the ownership of voting securities, by contract, by agency or otherwise.

(j) **Survival.** Any provisions of this Agreement relating to indemnification shall survive the termination or expiration hereof. In addition, any terms and conditions contained in this Agreement that by their sense and context are intended to survive the termination or expiration of this Agreement shall so survive.

(k) **W-9.** As a condition precedent to payment, Landlord agrees to provide Tenant with a completed IRS Form W-9, or its equivalent, upon execution of this Agreement and at such other times as may be reasonably requested by Tenant, including, any change in Landlord's name or address .

(l) **Execution/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant. This Agreement may be executed in two (2) or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties. All parties need not sign the same counterpart.

(m) **Attorneys' Fees.** In the event that any dispute between the parties related to this Agreement should result in litigation, the prevailing party in such litigation shall be entitled to recover from the other party all reasonable fees and expenses of enforcing any right of the prevailing party, including without limitation, reasonable attorneys' fees and expenses. Prevailing party means the party determined by the court to have most nearly prevailed even if such party did not prevail in all matters. This provision will not be construed to entitle any party other than Landlord, Tenant and their respective Affiliates to recover their fees and expenses.

(n) **WAIVER OF JURY TRIAL.** EACH PARTY, TO THE EXTENT PERMITTED BY LAW, KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN

ANY ACTION OR PROCEEDING UNDER ANY THEORY OF LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE TRANSACTIONS IT CONTEMPLATES.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

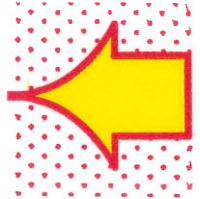
**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

**"LANDLORD"**

City of Fairhope

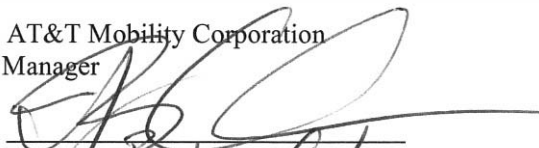
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_



HERE

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager  
By:   
Print Name: Brian C. Lemen  
Its: Area Manager C&E  
Date: 1/12/2017

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]



**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 2016, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of City of Fairhope, the municipal corporation named as Landlord in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**NOTARIZE**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**ACKNOWLEDGEMENT**


STATE OF LOUISIANA  
PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jamie Crawford, who, being by me duly sworn, stated under oath that she was a witness to the foregoing agreement dated January 12<sup>th</sup>, 2017 and that same was signed by Bryan Coleman, Area Manager C&E.



\_\_\_\_\_  
**JAMIE CRAWFORD**

SWORN TO AND SUBSCRIBED before me, Notary, this 12<sup>th</sup> day of January, 2017.

  
\_\_\_\_\_  
NOTARY PUBLIC

OFFICIAL SEAL  
**GINA B. SWEENEY**  
NOTARY ID # 92122  
STATE OF LOUISIANA  
PARISH OF ST. LANDRY  
My Commission is for Life

**EXHIBIT 1**

**DESCRIPTION OF PREMISES**

Page 1 of \_\_\_\_

to the Structure Lease Agreement dated \_\_\_\_\_, 2016, by and between City of Fairhope, an Alabama municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises is described as a portion of the Property that is legally described as follows:

Site address of 590 Nichols Avenue, Fairhope, AL 36532 in Baldwin County.

**Notes:**

1. THIS EXHIBIT MAY BE REPLACED BY A LAND SURVEY AND/OR CONSTRUCTION DRAWINGS OF THE PREMISES ONCE RECEIVED BY TENANT.
2. ANY SETBACK OF THE PREMISES FROM THE PROPERTY'S BOUNDARIES SHALL BE THE DISTANCE REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES.
3. WIDTH OF ACCESS ROAD SHALL BE THE WIDTH REQUIRED BY THE APPLICABLE GOVERNMENTAL AUTHORITIES, INCLUDING POLICE AND FIRE DEPARTMENTS.
4. THE TYPE, NUMBER AND MOUNTING POSITIONS AND LOCATIONS OF ANTENNAS AND TRANSMISSION LINES ARE ILLUSTRATIVE ONLY. ACTUAL TYPES, NUMBERS AND MOUNTING POSITIONS MAY VARY FROM WHAT IS SHOWN ABOVE.

AT&T site name: South Section/FA#10024145

**MEMORANDUM OF LEASE**

**[FOLLOWS ON NEXT PAGE]**

**Prepared by and return to:**

Rosenberg & Clark, LLC  
400 Poydras Street, Suite 1680  
New Orleans, LA 70130  
Attn: Staci Rosenberg  
(504) 620-5400

Re: Cell Site # \_\_\_\_\_; Cell Site Name: South Section  
Fixed Asset Number: 10024145  
State: Alabama  
County: Baldwin

**MEMORANDUM  
OF  
LEASE**

This Memorandum of Lease is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between City of Fairhope, an Alabama municipal corporation, having a mailing address of P.O. Box 429, Fairhope, AL 36532 (hereinafter referred to as "**Landlord**") and New Cingular Wireless PCS, LLC, a Delaware limited liability company, having a mailing address of 575 Morosgo Drive, Atlanta, GA 30324 (hereinafter referred to as "**Tenant**").

1. Landlord and Tenant entered into a certain Structure Lease Agreement ("**Agreement**") on the \_\_\_\_ day of \_\_\_\_\_, 2016, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing is set forth in the Agreement.
2. The initial lease term will be five (5) years commencing on the Effective Date of the Agreement, with four (4) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant and associated easements are described in **Exhibit 1** annexed hereto.
4. This Memorandum of Lease is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Agreement, all of which

AT&T site name: South Section/FA#10024145

are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum of Lease and the provisions of the Agreement, the provisions of the Agreement shall control. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

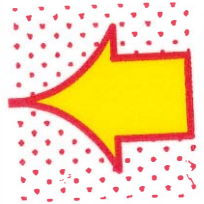
**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

**"LANDLORD"**

City of Fairhope

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

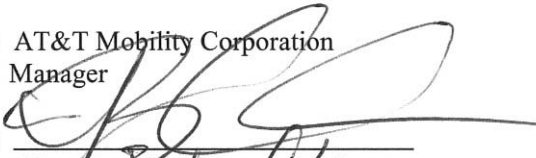


HERE

**"TENANT"**

New Cingular Wireless PCS, LLC,  
a Delaware limited liability company

By: AT&T Mobility Corporation  
Its: Manager

By:   
Print Name: Bryan Coleman  
Its: Area Manager CTE  
Date: 1/12/2017

[ACKNOWLEDGMENTS APPEAR ON THE NEXT PAGE]

**LANDLORD ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

I CERTIFY that on \_\_\_\_\_, 2016, \_\_\_\_\_ [name of representative] personally came before me and acknowledged under oath that he or she:

- (a) is the \_\_\_\_\_ [title] of City of Fairhope, the municipal corporation named as Landlord in the attached instrument,
- (b) was authorized to execute this instrument on behalf of the corporation and
- (c) executed the instrument as the act of the corporation.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**NOTARIZE**

**TENANT ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, and acknowledged under oath that he/she is the \_\_\_\_\_ of AT&T Mobility Corporation, the Manager of New Cingular Wireless PCS, LLC, the Tenant named in the attached instrument, and as such was authorized to execute this instrument on behalf of the Tenant.

\_\_\_\_\_  
Notary Public: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**ACKNOWLEDGEMENT**

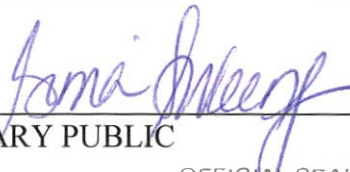
STATE OF LOUISIANA  
PARISH OF LAFAYETTE

BEFORE ME, the undersigned Notary Public, on this day personally appeared Jamie Crawford, who, being by me duly sworn, stated under oath that she was a witness to the foregoing agreement dated January 18<sup>th</sup>, 2017 and that same was signed by Bryan Coleman, Area Manager C&E.



\_\_\_\_\_  
**JAMIE CRAWFORD**

SWORN TO AND SUBSCRIBED before me, Notary, this 18<sup>th</sup> day of January, 2017.



\_\_\_\_\_  
NOTARY PUBLIC



OFFICIAL SEAL  
**GINA B. SWEENEY**  
NOTARY ID # 92122  
STATE OF LOUISIANA  
PARISH OF ST. LANDRY  
My Commission is for Life

**EXHIBIT 1**

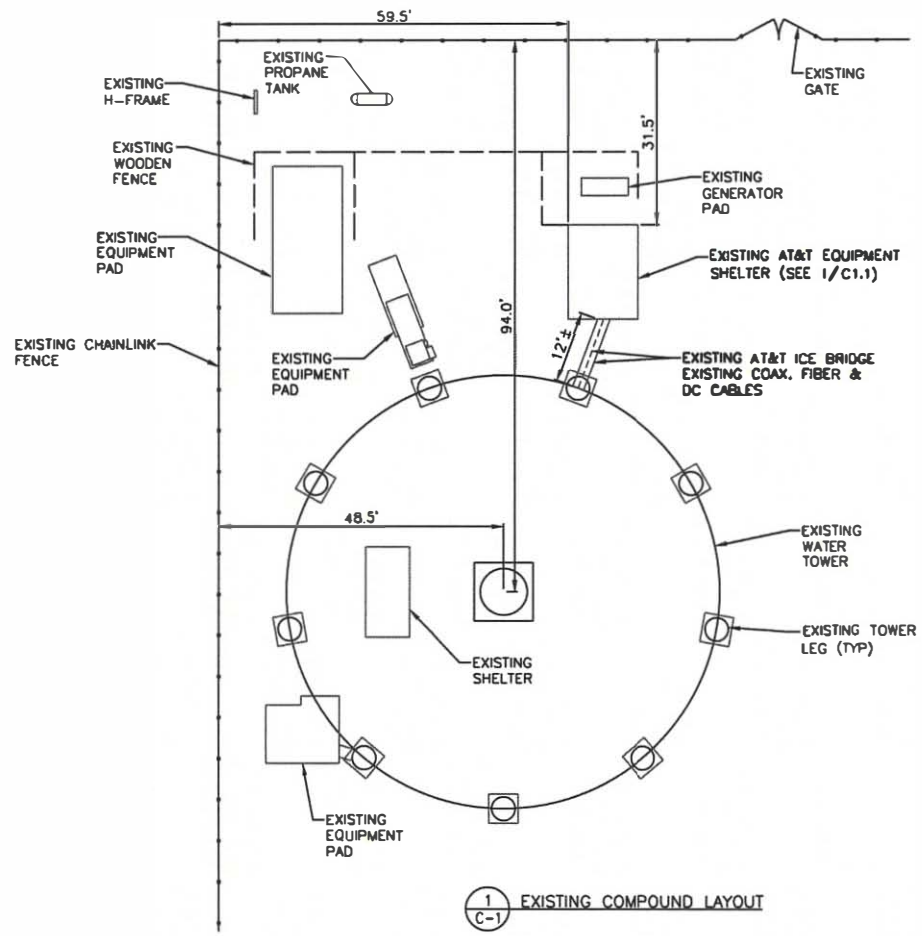
**DESCRIPTION OF PREMISES**

Page 1 of \_\_\_\_\_

to the Memorandum of Lease dated \_\_\_\_\_, 2016, by and between City of Fairhope, an Alabama municipal corporation, as Landlord, and New Cingular Wireless PCS, LLC, a Delaware limited liability company, as Tenant.

The Premises is described as a portion of the Property that is legally described as follows:

Site address of 590 Nichols Avenue, Fairhope, AL 36532 in Baldwin County.



1  
C-1  
EXISTING COMPOUND LAYOUT

**SITE NOTES:**

1. HAND DIG IN AREAS SUSPECTED TO CONTAIN EXISTING GROUNDING CONDUCTORS, GROUND RODS, POWER/TELCO CABLES OR OTHER BURIED SITE UTILITIES/ELEMENTS.
2. REPAIR AT NO ADDITIONAL EXPENSE DAMAGE TO ALL EXISTING SITE ELEMENTS, REPAIR AS DIRECTED BY THE CONSTRUCTION MANAGER.
3. REPAIR AT NO ADDITIONAL EXPENSE ANY CONSTRUCTION RELATED DAMAGE TO SITE. REPAIR DAMAGED AREA TO MATCH EXISTING PRECONSTRUCTION CONDITION OR AS REQUIRED BY PROJECT MANAGER.



DRAW # 01-922.3

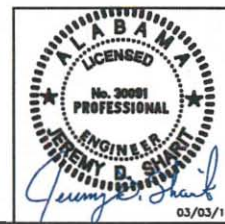


#	DATE	DESCRIPTION:
A	01/26/16	ISSUED FOR CLIENT REV.
B	02/26/16	REVISED PER CLIENT COMMENTS
D	03/03/16	ISSUED FOR CONSTRUCTION

SOUTH SECTION (3C)  
SITE PLAN  
AND NOTES

DESIGNED: JDS  
DRAWN: JCS  
CHECKED: JDS

JOB #: 10024145



**C-1**

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 Landscaping Plants for the City's landscaping portion of Project No. REC001-15, New Fairhope Soccer Complex Project 2015, from Waters Nursery, LLC with a cost not to exceed \$17,465.00.

[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.

Adopted on this 23rd day January, 2017

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

Attest:

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

JAN 19 '17 PM 1:37

COF Project No. 1116

JAN 19 '17 PM 1:37

# City of Fairhope Project Funding Request

Issuing Date 1/19/2017

Please return this Routing Sheet to Treasurer by

1/19/2017

Project Name: Fairhope Soccer Complex Project REC001-15  
To bring the project into compliance with the City of Fairhope tree ordinance / landscape policies

Project Location: Fairhope Soccer Complex - Manley Road

Presented to City Council: 1/23/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$17,465.00

Providers: Waters Nursery, LLC  
Robertsdale, AL

Project Engineer: Dewberry / Preble-Rish, LLC

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

Department Funding This Project								
General	Gas	Electric	Water	Sewer	Gas Tax	Cap. Proj.	XX	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35		
	San 40		Golf 50	Debt Service 85			

Expense Code 103-55846      Revenue Code \_\_\_\_\_  
Manley Road Soccer complex

Project will be:      Expensed xx      Project Financed By:  
                          Capitalized \_\_\_\_\_      Grant: \_\_\_\_\_ Federal - not to exceed amount  
                               \_\_\_\_\_ State  
                               \_\_\_\_\_ City

Project Budgeted: Provided for in the 2017 proposed budget

(Over) Under budget amount: \_\_\_\_\_      Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_  
 Funding: Capital Projects      Capital Lease: \_\_\_\_\_ Payment \_\_\_\_\_ Term \_\_\_\_\_

City Council prior approval	<u>n/a</u>	Request approved by City Treasurer	<u>Sharon Smith</u>
Request received by City Treasurer	<u>1/19/2017</u>	Request approved by Finance Director	<u>[Signature]</u>
Received by Finance Department	<u>1/19/17</u>	Request approved by Mayor	_____
Received by Mayor	_____		

Contact Person: Sherry Sullivan



## MEMO

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*  
Daniel P. Ames, Purchasing Manager

Karin Wilson  
Mayor

Date: January 19, 2017

*Council Members*

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACOMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

Re: Greensheet and Council approval for procuring landscape plants for Project No. REC001-15, New Fairhope Soccer Complex Project 2015

The Recreation Department needs to procure landscaping plants for the City's landscaping portion of Project No. REC001-15, New Fairhope Soccer Complex Project 2015. None of the designated flora exceed the \$15,000 bid limit (see attached quotation). The cost of the procurement will be Seventeen Thousand Four Hundred Sixty-Five Dollars. This cost exceeds the limit requiring City Council approval. The vendor is Waters Nursery, LLC., of Robertsedale, AL. Please construct a greensheet and move this procurement forward to the next available City Council agenda.

**Please place on the next available City Council Agenda this request to approve procuring landscaping plants for Project No. REC001-15, New Fairhope Soccer Complex Project 2015 for the Recreation Dept., from, Waters Nursery, LLC, in the amount of \$17,465.00.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper



JANUARY 19, 2017

TO: CITY OF FAIRHOPE  
ATT: PAUL MERCHANT

FROM: WATERS NURSERY LLC  
TERRY WATERS  
19823 DONNIE WATERS ROAD  
ROBERTSDALE, AL 36567  
251-747-3809

RE: LANDSCAPE PLANT ESTIMATE

132	15g perimeter trees @ 48.50 each	\$6,402.00
68	15g parking lot trees @ 48.50 each	3,298.00
110	15g shrubs to screen parking lot @ 48.50 each	5,335.00
58	7g shrubs for parking lot screen @ 22.50 each	1,305.00
15	15g shrubs for parking lot screen @ 75.00 each	1,125.00

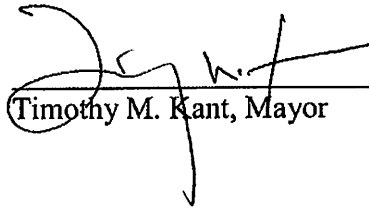
ESTIMATE TOTAL: \$17,465.00

THANK YOU

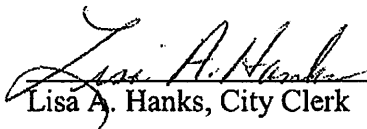
**RESOLUTION NO. 1650-10**

**BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA,** that the City Council approves and declares the attached list of flowers as Unique "Like Items," and the extension of this categorization to include any cultivated varieties, differentiated by scientific name.

Adopted on this 24th day of May, 2010

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

Attest:

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



## **Deborah Smith**

---

**From:** Sherry Sullivan  
**Sent:** Thursday, January 19, 2017 12:38 PM  
**To:** Dan Ames; Deborah Smith  
**Subject:** Specific Info for landscape at Manley, Water Nursery

### **Perimeter Trees**

132 Quercos Phello, Willow Oak

### **Parking Lot**

16 Quercos Phello Willow Oak  
20 Quercos Shumardi Shumard Oak  
12 Lagerstroemia x Musgrove/Crape Myrtle  
12 Lagerstroemia Indica Natchez/Natchez Crape Myrtle  
8 Vitex Agnus Castus/Chaste Tree  
**Total 68**

### **Screening for Parking Lot**

58 Immcium Parviflorum/Yellow Anise  
36 Coropetalum Chinese Purple Diamond  
44 Osmanthus Fragrans Tea Olive  
30 Vuburnum Odor Atissimum Sweet Viburnum  
15 Camellia Sasanqua Green  
**Total 183**

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 Ready Mix Concrete for the City's Sidewalk portion of Project No. REC-0015 New Fairhope Soccer Complex Project 2015.; and procurement will be off of Bid No. 017-16, Ready Mix Concrete Re-bid, from Delta Industries, Inc. d/b/a Gulf States Ready Mix with a cost not to exceed \$21,964.00.

Adopted on this 23rd day January, 2017

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

Attest:

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

### City of Fairhope Project Funding Request

Issuing Date 1/19/2017

Please return this Routing Sheet to Treasurer by

1/19/2017

Project Name: <u>Fairhope Soccer Complex Project</u> <u>Sidewalks to be installed with City labor</u>	REC001-15
--	-----------

Project Location: Fairhope Soccer Complex - Manley Road

Presented to City Council: 1/23/2017      Approved \_\_\_\_\_ Changed \_\_\_\_\_ Rejected \_\_\_\_\_

Project Cash Requirement Submitted for Approval:      Cost: \$21,964.00

Providers: Delta Industries, dba Gulf States Ready Mix  
Pricing from City of Fairhope Bid 017-16

Project Engineer: Dewberry / Preble-Rish, LLC

Order Date: \_\_\_\_\_      Lead Time: 24 hours

Department Funding This Project								
General	Gas	Electric	Water	Sewer	Gas Tax	Cap, Proj.	XX	Impact

Division of General Fund Funding This Project							
Admin 10	Police 15	Fire 20	Rec 25	Adult Rec 30	Street 35		
	San 40		Golf 50		Debt Service 85		

Expense Code <u>103-55846</u> <u>Manley Road Soccer complex</u>	Revenue Code _____
--	--------------------

Project will be:      Expensed xx      Project Financed By:

                         Capitalized \_\_\_\_\_      Grant: \_\_\_\_\_ Federal - not to exceed amount

Project Budgeted:      Provided for in the      \_\_\_\_\_ State

2017 proposed budget      \_\_\_\_\_ City

(Over) Under budget amount: \_\_\_\_\_      Bond: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

Funding: Capital Projects      Loan: \_\_\_\_\_ Title \_\_\_\_\_ Year \_\_\_\_\_

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

City Council prior approval	<u>n/a</u>	Request approved by City Treasurer	<u>Richard Smith</u>
Request received by City Treasurer	<u>1/19/2017</u>	Request approved by Finance Director	<u>[Signature]</u>
Received by Finance Department	<u>1/19/17</u>	Request approved by Mayor	_____
Received by Mayor	_____		

Contact Person: Sherry Sullivan



## MEMO

To: Deborah Smith, Treasurer

From: *Daniel P. Ames*  
Daniel P. Ames, Purchasing Manager

Date: January 19, 2017

Re: Greensheet and Council approval for procuring ready mix concrete for sidewalks for Project No. REC001-15, New Fairhope Soccer Complex Project 2015

The Recreation Department needs to procure ready mix concrete for the City's sidewalk portion of Project No. REC001-15, New Fairhope Soccer Complex Project 2015. This procurement will be off of Bid No. 017-16, Ready Mix Concrete Re-bid. The cost of the procurement will be Twenty One Thousand Nine Hundred Sixty Four Dollars. This cost exceeds the limit requiring City Council approval. The vendor is Delta Industries, Inc. dba Gulf States Ready Mix, of Semmes, AL. Please construct a greensheet and move this procurement forward to the next available City Council agenda.

**Please place on the next available City Council Agenda this request to approve procuring ready mix concrete for Project No. REC001-15, New Fairhope Soccer Complex Project 2015 for the Recreation Dept., from, Delta Industries, Inc. dba Gulf States Ready Mix, of Semmes, AL., in the amount of \$21,964.00.**

Cc: file

161 North Section Street

P.O. Drawer 429

Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax

www.fairhopeal.gov

Printed on recycled paper

Karin Wilson  
Mayor

Council Members

Kevin G. Boone

Robert A. Brown

Jack Burrell, ACMO

Jimmy Conyers

Jay Robinson

Lisa A. Hanks, MMC  
City Clerk

Deborah A. Smith, CPA  
City Treasurer

CITY OF FAIRHOPE

Bid Tabulation and Recommendation


Bid No : 017-16

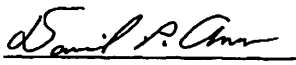
Bid NAME: Ready-Mix Concrete RE-BID

Bid OPENED: March 17, 2016 9:00 a.m.

VENDOR	Bid Response forms Executed / Signed /Notarized	Addendum #1 signed	Vendor Compliance YES OR NO	Manufacturer	ARO (in hours)	3000PSI with peagravel per Cubic Yard/Delivered Job site	4000PSI with peagravel per cubic yard/Delivered job site	3000PSI with regular gravel per cubic yard/Delivered job site	4000PSI with regular gravel per cubic yard/Delivered job site	Accelerant per fluid oz
American Concrete Supply, Inc.	NON-RESPONSIVE		NO							
Minimum qty										
Charge for less than minimum qty										
Multiple Stop charge										
Delta Industries, Inc	Yes	Yes	Yes	Gulf States Ready-Mix	24 hrs	\$103.00	\$104.00	\$105.00	\$116.00	\$5.00 per 1%
Minimum qty						2cy	2cy	2cy	2cy	
Charge for less than minimum qty						100	100	100	100	
Multiple Stop charge						100	100	100	100	
Perdue Concrete	No-Bid									
West Ready-Mix, Inc	No-Bid									
Baldwin Concrete	No-Bid									
Fairhope Ready-Mix, Inc	No-Bid									
USA, LLC	No-Bid									

Recommendation: Award bid to Delta Industries, Inc. in the amounts as stated above.

 3/17/16  
 Jennifer Fidler  
 Director of Public Works

To my knowledge, this is an accurate bid tabulation.  
 3/17/16  
 Daniel P Ames  
 Purchasing Manager



1292 ft. - white sidewalk



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

JAN 12 '17 AM 8:51

ALCOHOLIC BEVERAGE LICENSE APPLICATION

*[Handwritten signature]*

PLEASE PRINT

We hereby apply for a license to sell Alcoholic Beverages in the City of Fairhope or its Police Jurisdiction. We agree to abide by all applicable Ordinances of the City, or any amendments to same, and to promptly furnish all reports required by the City.

APPLICANT'S NAME Fairhope Pirate Booster Club, Inc.

AGE \_\_\_\_\_ DATE OF BIRTH \_\_\_\_\_ PLACE OF BIRTH \_\_\_\_\_

MAILING ADDRESS PO Box 84 ; Fairhope, Al 36533

HOME # \_\_\_\_\_ WORK # (251) 990-0141

CELL # \_\_\_\_\_ FAX # (251) 990-2879

RESIDENCE ADDRESS 9790 Terrace Drive ; Fairhope, Al 36532

NO. YEARS AT PRESENT ADDRESS 4 NO. YEARS AT PREVIOUS ADDRESS \_\_\_\_\_

PREVIOUS ADDRESS \_\_\_\_\_

NAME AND ADDRESS OF BUSINESS 22<sup>nd</sup> Annual Drawdown and Silent Auction

NAME OF CORPORATION Fairhope Pirate Booster Club, Inc.

BUSINESS LOCATION 161 N. Section St ; Fairhope, Al 36533 on March 4, 2017

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE Yes

IF SO, WHERE Fairhope Civic Center UNDER WHAT NAME Fairhope Pirate Booster Club, Inc.

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE \_\_\_\_\_

WHEN \_\_\_\_\_ WHAT WAS CHARGE \_\_\_\_\_

DISPOSITION \_\_\_\_\_

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Bob Keyser	19213 Fairfax; Fairhope, Al	(251) 990-8923
Tommy Faust	20423 Beecher St; Fairhope, Al	(251) 928-0514
Mike Baugh	210 Mershon; Fairhope, Al	(251) 928-6085

City of Fairhope  
Alcoholic Beverage  
License Application  
Page -2-

**PLEASE SELECT TYPE OF LICENSE APPLYING FOR:**

\_\_\_\_\_ **011 - PACKAGE STORE LICENSE** – Allows sale of liquor, wine, or beer at Retail, TO GO only. No one under age 21 allowed on premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.

\_\_\_\_\_ **010- LOUNGE LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on and off consumption. No one under age 21 allowed on the premises. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.

\_\_\_\_\_ **031- CLUB LIQUOR LICENSE** – Allows sale of liquor, wine, or beer but must meet ABC Board's "club" regulations. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.

\_\_\_\_\_ **020 - RESTAURANT LIQUOR LICENSE** – Allows sale of liquor, wine, or beer for on-premises consumption only and 51% of gross receipts must come from the sale of food. A liquor tax of 10% City Limits or 5% Police Jurisdiction is due the 10<sup>th</sup> of each month on the purchase price paid for all liquor for use or resale by the licensee.

\_\_\_\_\_ **140 - SPECIAL EVENTS LICENSE**

\_\_\_\_\_ **160 - SPECIAL RETAIL LICENSE** – More than 30 days

\_\_\_\_\_ **040 - BEER ON/OFF PREMISES LICENSE** – Allows sale of Beer Only, on and off consumption.

\_\_\_\_\_ **050 - BEER OFF-PREMISES LICENSE** – Allows sale of Beer Only, TO GO only.

\_\_\_\_\_ **060 - WINE ON/OFF PREMISES LICENSE** – Allows sale of Wine Only, on and off consumption.

\_\_\_\_\_ **070 - WINE OFF-PREMISES LICENSE** – Allows sale of Wine Only, TO GO, only.

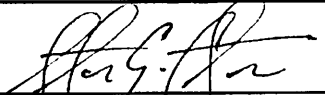
\_\_\_\_\_ **100 - WINE WHOLESALER LICENSE**

\_\_\_\_\_ **210 - WINE IMPORTER LICENSE**

\_\_\_\_\_ **200 - WINE MANUFACTURER LICENSE**

**240 - NON-PROFIT TAX EXEMPT LICENSE**

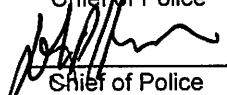
**I STATE ALL THE ABOVE TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

  
\_\_\_\_\_  
SIGNATURE (FULL NAME)

11/10/17  
\_\_\_\_\_  
DATE

NOT APPROVED \_\_\_\_\_ DATE \_\_\_\_\_  
Chief of Police

NOT APPROVED  
BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

APPROVED  DATE 1/18/17  
Chief of Police

APPROVED  
BY COUNCIL \_\_\_\_\_ DATE \_\_\_\_\_  
City Clerk

\*\* The Chief of Police is only acquiring a background check on the owners, partners, or corporate officers of the business for the City of Fairhope. The Alabama Alcoholic Beverage Control Board does a thorough Federal and State background check before issuing the License.





# CITY OF FAIRHOPE

## Uniform Job Description

Position Title:	<u>Planner</u>	Pay Grade:	<u>\$21.26-\$34.02</u>
Department:	<u>Planning Department</u>	Pay Grade:	<u>24</u>
Reports To:	<u>Planning Director</u>	Effective Date:	<u>5/16/2006</u>
Supervises:	<u>Non-Supervisory</u>	Supersedes:	<u>2/1/2005</u>

Approvals: _____	
Supervisor	Human Resources Director
_____	_____
Date	Date
FLSA Exempt: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No    Safety Sensitive: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No    DOT Regulated: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

### I BASIC PURPOSE OF THE POSITION

To perform a variety of technical and complex work reviewing development proposals, building permits and subdivision applications. This is a highly responsible position that interacts daily with the general public; developers; contractors and others with an interest in the built environment.

### II DISTINGUISHING CHARACTERISTICS OF THIS POSITION

The principle function of this employee is to perform administrative tasks for the Planning Department, including assisting walk-in and telephone customers with building, zoning, permitting and licensing questions. The ability to communicate clearly, concisely and courteously is a must. The work is performed under the supervision of the Planning Director, but a large degree of independence is given in answering questions relating to development and building plans, projects and applications. Must be able to work in a fast-paced, team environment. Must be able to handle multiple tasks at once. Must be a self-starter and motivated individual that can quickly solve problems.

### III ESSENTIAL FUNCTIONS AND RESPONSIBILITIES

- Review subdivision and zoning applications;
- Review building plans for conformance with City regulations;
- Meet with property owners, engineers, contractors, residents and other interested parties to discuss proposals and ideas;
- Develop long and short-range plans and projects;

## Planner

- Attend Planning Commission, City Council and Board of Adjustment meetings as necessary

**IV OTHER DUTIES AND RESPONSIBILITIES**

- Other related duties as assigned.

**V REQUIRED KNOWLEDGE, SKILLS AND ABILITIES**

- Knowledge of City planning principles and development procedures;
- Knowledge and understanding of state enabling legislation
- Knowledge of city building codes and related ordinances
- Working knowledge of Microsoft Word, Access, Excel, Word Perfect and ability to learn new programs;
- Working knowledge of basic office equipment, (computer, fax machine, copy machine, etc.);
- Ability to establish and maintain courteous working relationships with fellow employees, contractors and the general public;
- Ability to communicate clearly and concisely, verbally and in writing;

**VI ACCEPTABLE EDUCATION, EXPERIENCE AND TRAINING**

- Bachelor's degree from an accredited college or university in City, Regional or Urban Planning or other closely related field.
- Minimum of five (5) year of experience in planning, preferably in a municipal setting.
- A master's degree in planning may be substituted for the year's work experience.
- American Institute of Certified Planner (AICP) preferred.

**VII EXTENT OF PUBLIC CONTACT**

This position requires extensive contact with the public, most often in a one-on-one situation. This position will require someone who can think creatively and work well with the public as well as other City employees from various departments. Must represent the City in a pleasant and knowledgeable way.

**VIII PHYSICAL DEMANDS**

The physical demands are consistent with general office requirements.

<b>IX WORKING CONDITIONS AND ENVIRONMENT</b>
--

The work performed is almost exclusively in a general office environment, and the noise level is not excessive, however there may be instances that require visits to various project sites within the City.

*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.*