

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

MONDAY, 23 AUGUST 2021 – 4:30 P.M. – COUNCIL CHAMBER

1. Fairhope Music Festival, Inc – “Restore our Southern Soul” – Alodia Arnold, John Cochran, and Chad Kirtland with Harmonic Media
2. Discussion of Pier Marina Electric Service
3. Update on the RESTORE Act Sewer Project – Andy Bobe
4. Committee Updates
5. Department Head Updates

**City Council Agenda Meeting - 5:30 p.m.
on Monday, August 23, 2021 – Council Chambers**

Next Regular Meeting – Monday, September 13, 2021 - Same Time and Place



Fairhope Music Festival: *Restore our Southern Soul!*
October 29 & 30, 2021

A music experience featuring the soulful, funky sounds of:
Anders Osborne, George Porter Jr., Soul Rebels, Cha Wa, Flow Tribe, Red & The Revelers, Will Kimbrough and a late-night Lagniappe by Ross Newall

TWO LOCATIONS: TWO EXPERIENCES

Friday October 29th Anders Osborne and Flow Tribe @ The Halstead Amphitheater
Saturday October 30th George Porter Jr., Soul Rebels, Cha Wa, Red & The Revelers, Will Kimbrough and Ross Newall @ The Weeks Bay Plantation

Our 2021 Mission

Help our community launch a first-class music festival and help fund the restoration of the American Legion building.

Our VISION

Present a community-wide, multi-day, multi-venue music experience that showcases Fairhope's passion and support for live music of all genres.

Festival Sponsorship Options

- Stage Sponsor \$10,000: Includes Both Locations Comp Passes and 10x20 Tent at the Gate and a 10 x 10 Tent **SOLD**
- Food & Beverage Area Sponsor \$7,500: Includes Both Locations: 8 Comp Passes and a room for a 10 x 20 Tent
- Organic Vendor Area \$7,500: Includes 8 Comp Passes and a room for a 10 x 20 Tent @ Both Locations 1 of 1 Available
- Green Room Sponsor \$5,000: Includes Both Location 6 passes and A 10 x 10 Tent **SOLD**
- Sponsor Village Tent @ WBP Only \$3,000: Includes 6 Passes and a 10 x 10 Tent: 16 of 20 Available.
- Stage Banner Sponsor \$1,500: Includes 4 Passes: 8 of 10 Available
- Festival Founder Flag Sponsor \$500: Includes 2 Passes: 150 Available

*A Portion of the Proceeds from The Fairhope Music Festival Will be Donated to The American Legion Post 199 Fairhope, AL. For the Restoration of all Three Floors of the American Legion Building on Beautiful Mobile Bay

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

MONDAY, 23 AUGUST 2021 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 9 August 2021 Regular City Council Meeting and minutes of 9 August 2021 Work Session.
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – An Ordinance to Approve an Application from Monica Gray, owner of Southern Charm Picnic Company, for a Franchise Agreement to operate Pop Up Picnics at Magnolia Beach Park (park with Dolphin Sculpture) on South Mobile Street. (Introduced at the August 9, 2021 City Council Meeting)
6. **Final Adoption** – An Ordinance to establish a Non-Emergency Disconnect Fee for the Electric Department; and add to Chapter 21, Article II, Electric, Fairhope Code of Ordinances. (Introduced at the August 9, 2021 City Council Meeting)
7. **Final Adoption** – An Ordinance to add the Fairhope Utilities Current Specifications shall apply to all sanitary sewer design within the City of Fairhope Corporate Limits and to Subdivisions within the planning jurisdiction; and add to Chapter 21, Article IV, Sewers, Fairhope Code of Ordinances. (Introduced at the August 9, 2021 City Council Meeting)
8. Ordinance – An Ordinance to approve the annexation of territory within the City Limits of the City of Fairhope, Nelson Drive, from Scenic Highway 98 east approximately 525 feet, from Baldwin County.
9. Ordinance – An Ordinance to approve the annexation of territory within the City Limits of the City of Fairhope, County Road 98 Scenic Route aka Main Street, from State Highway 104 north approximately 1,200 feet, from Baldwin County.
10. Ordinance – An Ordinance to amend Ordinance No. 522: Creation of a Parking Authority or Parking Committee and its Membership, Qualifications, and Terms.
11. Resolution – That the Fairhope City Council hereby authorizes Mayor Sherry Sullivan to execute the Agreement of Sale between the City of Fairhope and Wal-Mart Stores East, LP for the acquisition of 12 acres, more or less, together with all improvements thereon, easements and rights appurtenant thereto and all of Wal-Mart’s right, title, and interest in any public rights-of-way adjoining the property; and to execute and negotiate all documents necessary to complete the closing and to acquire title on behalf of the City pursuant to the Agreement of Sale.
12. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute the Acknowledgement and Consent Letter to Modification of Antenna Facilities at the PCS Site, specifically the T-Mobile site, located at 16290 County Road 3, Point Clear, Alabama 36532.

13. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute the Second Amendment to the PCS Site Agreement as presented between the between the City of Fairhope and T-Mobile South, LLC for the leased area located at 578 Nichols Avenue, Fairhope, Alabama 36532.
14. Resolution – That the City Council hereby approves and adopts the COVID-19 Vaccine Incentive Program for the City of Fairhope for Fairhope Volunteer Firefighters (excluding City employees) and all Fairhope Public Library employees as follows:
 1. All Fairhope Volunteer Firefighters (excluding City employees) who are vaccinated on or before November 30, 2021 will be compensated \$250.00
 2. All Fairhope Public Library employees who are vaccinated on or before November 30, 2021 for COVID-19 will be compensated as follows:
 - a. Full-Time Employees \$500.00
 - b. Part-Time Employees \$250.00
15. Resolution – That the Governing Body of the City of Fairhope, Alabama, hereby rejects all bids for Bid No. 031-21 On-Call Services for Water and Sewer (only one Valid Bid was received); and authorizes the Mayor to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).
16. Resolution – That the Governing Body of the City of Fairhope, Alabama, hereby rejects all bids for Bid No. 031-21 Refurbish Wells #2 and #9 for the Water Department (only one Bid was received); and authorizes the Mayor to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).
17. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 to Bid Number 034-20, Masonry and Concrete Work ADA Compliance at Municipal Stadium for the following three functional/structural changes: brick veneer the existing block wall end to each end of the Home Side Grandstand; pump concrete into the existing block wall by demolishing the top block course (structural concern uncovered during demolition phase; and install all brick row locks in place of the 4x6 galvanized steel angle iron requiring all the concrete to be poured prior to brick installation instead of in three phases. This is an increased cost in an amount of \$13,600.00 for the project; and awards the Change Order to Kahlbau Construction, LLC.
18. Resolution – To Award Bid for Covered Slip Roof and Framing Repairs at Fairhope Docks for the Public Works Department (Bid No. 030-21) to Greenco Services, LLC with a total bid proposal of \$32,965.00.
19. Resolution – To Award Bid for Nix Center Repair and Replacement of Asphalt Shingles and TPO Roof for the Community Affairs Department (Bid No. 036-21) to Roof Doctor of Alabama with a total bid proposal of \$133,600.00.
20. Resolution – That the City of Fairhope has voted to procure services to re-cable the 35 total drops of CAT6 cabling and accessories for the Wastewater Treatment Plant. This is unbudgeted maintenance work discovered during the move of the Electric Panel. The cost will be \$14,627.60.

21. Resolution – That the City Council hereby adopts a Transportation Plan pursuant to the Rebuild Alabama Act; and the anticipated allocation from the Rebuild Act fund for the first fiscal year will be approximately \$100,000.00.
22. Resolution – That the Mayor is authorized to engage and employ Apple Sign, Inc. to install certain components of the football scoreboard at Majors field in the amount of \$16,500.00. Said amount shall be deducted from the contract with Electro-Mech Scoreboard Company.
23. Resolution – That the Mayor is authorized to engage and employ Bowen Auger Service Inc. to drill and install certain steel beams and bracing at Majors field in the amount of \$22,257.00. Said amount shall be deducted from the contract with Electro-Mech Scoreboard Company.
24. Appointment – Library Board – Andy Parvin
25. Request – Mary Riser, Executive Director of Fairhope Film Festival – Requesting permission to close S. Summit Street (between Fairhope Avenue and the end of the fence on the property at 6 South Summit) on Saturday, November 13, 2021 from 5:00 p.m. to 11:00 p.m. for the Red Carpet Party; and the use of 10 barricades, 6-8 trash cans and electric power hook-up.

Also requesting use of the Welcome Center on Section Street as our Box Office from Thursday, November 11, 2021 through Sunday, November 14, 2021. Times are listed on letter of request. Requesting use of the City public grass space at the Fairhope Clock as headquarters and hospitality area; and permission to place the following signage: pole banners on each of the City’s 16 banner light posts, temporary signs at each of the two roundabouts, and small temporary flags in CDB bedding areas.
26. Request – Alicia Seary, Cheers to 25 Years Co-Chair, – Requesting permission to block off a portion of downtown for our fall fundraiser. Fairhope Educational Enrichment Foundation (“FEEF”) is requesting a street blockade on October 22, 2021 at the intersection of Fairhope Avenue and Section Street. The use of barricades would be needed to block the street at the approximate junctions: section St. at the alleyway just before the Visitor’s Center, Section St. at the Book Inn, Fairhope Avenue to Church St. and Fairhope Avenue at Bancroft. Additional barricades are requested for alleyways and parking lots. A portion of the barricaded area is being requested for VIP party parking and handicap parking, including the parking lot adjacent to Julwin’s. The event will begin at 7:00 p.m. and end at 12:00 a.m. but request permission to begin setting up for the event prior to 5:00 p.m. and to extend past 10:00 p.m.

Also requesting permission to serve alcohol for the duration of the event in accordance with ABC guidelines; permission to promote the event utilizing the downtown lamp post banners starting two weeks prior to event; and the use of up to 17 barricades, 20 blue trash barrels and electric power hook-up.
27. Application for a Special Events License (Alcoholic Beverage License) by Thomas B. McGregor, d/b/a Top Shelf Bar Services, LLC, for the Masquerade Ball Fundraiser located at 1 Bayou Drive (James P. Nix Center), Fairhope, Alabama on October 9, 2021.

28. Public Participation – (3 minutes maximum)
29. Adjourn

**City Council Work Session - 4:30 p.m.
on Monday, August 23, 2021 – Council Chambers**

**City Council Agenda Meeting - 5:30 p.m.
on Monday, August 23, 2021 – Council Chambers**

Next Regular Meeting – Monday, September 13, 2021 - 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 August 2021.

Present were Council President Jack Burrell, Councilmembers: Corey Martin, Jimmy Conyers, Jay Robinson, and Kevin Boone, Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and City Clerk Lisa A. Hanks.

There being a quorum present, Council President Burrell called the meeting to order. The invocation was given by Councilmember Jimmy Conyers and the Pledge of Allegiance was recited. Councilmember Conyers moved to approve minutes of the 26 July 2021, regular meeting; and minutes of the 26 July 2021, work session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed the City Council and presented a Certificate of Achievement to Mallory Reynier recommended by Stacy Forbess who is in charge of the Eastern Shore Twirlers. Mr. Reynier has earned a position with the Baylor University Golden Girls who are the twirlers for the Golden Wave Marching Band.

Lieutenant John Hamrick addressed the City Council and introduced Brittney Jackson who is one of our new Police Officers. He announced the Officer of the Quarter Dustin Holmes who shows up every day and out does other officers. Lieutenant Hamrick said the Officer Holmes works very hard and he was chosen by his peers for this award.

The following individuals spoke during Public Participation for Agenda Items:

- 1) Stephanie Durnin, 209 Hemlock Drive, addressed the City Council regarding Agenda Item Number 26: a resolution that the City Council hereby approves and adopts the COVID-19 Vaccine Incentive Program for the City of Fairhope for all City employees. Ms. Durnin said she was disappointed to see the item on the agenda. She said incentivizing a vaccination with our taxpayer funds is unconscionable and will cost a fortune. Ms. Durnin is against the passage of this resolution.
- 2) Stephanie Hannon, 7318 Wild Oaks, addressed the City Council regarding Agenda Item Number 26: a resolution that the City Council hereby approves and adopts the COVID-19 Vaccine Incentive Program for the City of Fairhope for all City employees. Ms. Hannon said the resolution was wrong. She commented it is bordering on coercion and tantamount to bribery. Ms. Hannon read to the City Council gathered data about the pandemic; and said the emergency use of COVID-19 vaccines come with known and unknown risks. She said do not put these employees at these risks. Ms. Hannon is against the passage of this resolution.

9 August 2021

Councilmember Robinson said this week the first day of school begins and told everyone good luck for a great year.

Lieutenant Hamrick addressed the City Council and said the Back-to-School event was great; and said they still have backpacks if anyone needs one. He asked everyone to be patient with school beginning and said there are seven schools in our district.

Councilmember Robinson moved for final adoption of Ordinance No. 1719, an ordinance to amend Zoning Ordinance No. 1253 and amend Article V, Section B.3 Central Business District Overlay. 3. Uses and a. Short-term rentals shall be allowed within the CBD, regardless of the underlying zoning district. Lots. (Introduced at the July 26, 2021 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Martin moved for final adoption of Ordinance No. 1720, an ordinance to amend Zoning Ordinance No. 1253 and amend Article V, Section B. Central Business District. F. A minimum of fifty percent (50%) of the gross floor area on the ground floor of a building in the CBD shall be dedicated to commercial uses. (Introduced at the July 26, 2021 City Council Meeting) Seconded by Councilmember Boone, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Conyers moved for final adoption of Ordinance No. 1721, an ordinance to amend Zoning Ordinance No. 1253 and rezone the property of Fairhope Single Tax Corporation and MPM Investments, LLC from RA Residential /Agriculture District to B-4 Business and Professional District subject to Staff recommendations and conditions. The property generally located at the west side of State Highway 181, approximately 200 feet north of Windmill Road, Fairhope, Alabama. PPIN Number: 14533. (Introduced at the July 26, 2021 City Council Meeting) Seconded by Councilmember Robinson, motion for final adoption passed by the following voice votes: AYE – Burrell, Martin, Conyers, Robinson, and Boone. NAY - None.

Councilmember Robinson introduced in writing an ordinance to approve an Application from Monica Gray, owner of Southern Charm Picnic Company, for a Franchise Agreement to operate Pop Up Picnics at Magnolia Beach Park (park with Dolphin Sculpture) on South Mobile Street. Due to lack of a motion for immediate consideration, this ordinance will layover until the August 23, 2021 City Council meeting.

9 August 2021

Councilmember Robinson introduced in writing an ordinance to establish a Non-Emergency Disconnect Fee for the Electric Department; and add to Chapter 21, Article II, Electric, Fairhope Code of Ordinances. Due to lack of a motion for immediate consideration, this ordinance will layover until the August 23, 2021 City Council meeting.

Councilmember Martin introduced in writing an ordinance to add the Fairhope Utilities Current Specifications shall apply to all sanitary sewer design within the City of Fairhope Corporate Limits and to Subdivisions within the planning jurisdiction; and add to Chapter 21, Article IV, Sewers, Fairhope Code of Ordinances. Due to lack of a motion for immediate consideration, this ordinance will layover until the August 23, 2021 City Council meeting.

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that Corey Martin (Councilmember) of the City of Fairhope is hereby appointed to serve as the City Council's representative to fill the Board vacancy on the Community Action Agency of South Alabama. Seconded by Councilmember Robinson, motion passed by the following voice votes: AYE – Burrell, Conyers, Robinson, Boone. NAY – None. ABSTAIN - Martin

RESOLUTION NO. 4166-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that Corey Martin (Councilmember) of the City of Fairhope is hereby appointed to serve as the City Council's representative to fill the Board vacancy on the Community Action Agency of South Alabama.

ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the Governing Body of the City of Fairhope, Alabama, hereby repeals Resolution No. 4118-21, rescinds Bid No. 014-21 for Six (6) Overhead Doors for Fire Station #3; and authorizes staff to rebid due to at the time of ordering that the cost of the doors had been increased due to price increase of steel and materials for the doors. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

9 August 2021

RESOLUTION NO. 4167-21

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

That the City of Fairhope awarded the bid for Six (6) Overhead Doors for Fire Station #3 on June 14, 2021 via Resolution No. 4118-21 to Bailey Door, Inc. (Bid Number 014-21); and it was determined at the time of ordering that the cost of the doors had been increased due to price increase of steel and materials for the doors.

[3] That the Governing Body of the City of Fairhope, Alabama, hereby repeals Resolution No. 4118-21, rescinds Bid No. 014-21 for Six (6) Overhead Doors for Fire Station #3; and authorizes staff to rebid.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council authorizes and approves the hiring of a new Police Dispatch position to allow the current Police Dispatcher who is retiring (Cheryl Lebeaux who has been employed with the City for 13 years) to train the new employee prior to her retirement at the end of September. This will be beneficial to the City as well as the new hire; and once the dispatcher retires the position will be defunded. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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9 August 2021

RESOLUTION NO. 4168-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves the hiring of a new Police Dispatch position to allow the current Police Dispatcher who is retiring (Cheryl Lebeaux who has been employed with the City for 13 years) to train the new employee prior to her retirement at the end of September. This will be beneficial to the City as well as the new hire; and one the dispatcher retires the position will be defunded.

ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and adopts the 2021 Baldwin County Multi-Hazard Mitigation Plan in fulfillment of the Federal Disaster Mitigation Act of 2000 and the Local Mitigation Plan requirements of 44 C.F.R. Section 201.6 and FEMA Local Hazard Mitigation Planning Guidance. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4169-21

ADOPTING THE 2021 BALDWIN COUNTY MULTI-HAZARD MITIGATION PLAN

IN FULFILLMENT OF THE FEDERAL DISASTER MITIGATION ACT OF 2000 AND THE LOCAL MITIGATION PLAN REQUIREMENTS OF 44 C.F.R. SECTION 201.6 AND FEMA LOCAL HAZARD MITIGATION PLANNING GUIDANCE

WHEREAS, the Baldwin County Commission recognizes the threat that natural hazards pose to people and property within Baldwin County; and

WHEREAS, the Baldwin County Commission has prepared a multi-hazard mitigation plan, hereby known as 2021 Baldwin County Multi-Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000; and

9 August 2021

WHEREAS, the 2021 Baldwin County Multi-Hazard Mitigation Plan, approved pending adoption by FEMA on July 21, 2021, identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Baldwin County from the impacts of future hazards and disasters; and

WHEREAS, said mitigation plan addresses all natural hazards deemed to threaten property and persons within the unincorporated and incorporated areas of Baldwin County; and

WHEREAS, the Alabama Emergency Management, acting as the State Administrating Agency for the FY 2014 Pre-Disaster Mitigation Grant (PDM) program awarded a PDM planning grant to the South Alabama Regional Planning Commission (SARPC) to fund 75% of the total cost of the revision of this five year plan for all jurisdictions within its planning district; to include Baldwin County; and

WHEREAS, the 2021 Baldwin County Hazard Mitigation Plan has been prepared in accordance with FEMA guidance and DMA 2000 requirements under the direction of the Baldwin County Hazard Mitigation Planning Committee, which included representatives from all jurisdictions within Baldwin County, and with the support of the Baldwin County EMA, on behalf of all jurisdictions within Baldwin County; and

WHEREAS, the Federal planning criteria requires formal adoption of the FEMA-approved plan update by each participating jurisdiction; and

WHEREAS, under the FEMA mitigation planning guidance, it is stated that the countdown to the next five year required revision of the plan begins once the first jurisdiction formally adopts the plan; and

WHEREAS, adoption by the Baldwin County Commission demonstrates their commitment to the hazard mitigation and achieving the goals outlined in the 2021 Baldwin County Multi-Hazard Mitigation Plan.

NOW THEREFORE, BE IT RESOLVED that the 2021 Baldwin County Multi-Hazard Mitigation Plan is hereby adopted and immediately made effective.

Adopted and Approved this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

9 August 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby authorizes Mayor Sherry Sullivan to execute the Client Services Agreement between the City of Fairhope and Symbol Health Solutions, LLC in order to provide a near-site medical clinic and health management program for its employees and those enrolled in the City's health plan, including covered spouses, dependents, and retirees. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

RESOLUTION NO. 4170-21

WHEREAS, the City of Fairhope is desirous of providing a near-site medical clinic and health management program for its employees and those enrolled in the City's health plan, including covered spouses, dependents, and retirees; and

WHEREAS, the City Council is hopeful that providing this clinic and health management program will save time and money for the employees as well as the City.

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby authorizes Mayor Sherry Sullivan to execute the Client Services Agreement between the City of Fairhope and Symbol Health Solutions, LLC in order to provide a near-site medical clinic and health management program for its employees and those enrolled in the City's health plan, including covered spouses, dependents, and retirees.

DULY ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 2 to Bid Number 025-19, Replacement of Electronic Doors for the Justice Center, for a deduction of \$20,000.00 from the building contingency allowance as well as an additional 10% overhead and profit in the amount of \$2,000.00 for a total Deductive Change Order of \$22,000.00; and award the Change Order to Cornerstone Detention Products, Inc. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

9 August 2021

RESOLUTION NO. 4171-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 2 to Bid Number 025-19, Replacement of Electronic Doors for the Justice Center, for a deduction of \$20,000.00 from the building contingency allowance as well as an additional 10% overhead and profit in the amount of \$2,000.00 for a total Deductive Change Order of \$22,000.00; and award the Change Order to Cornerstone Detention Products, Inc.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council approves the selection of Sawgrass Consulting, LLC for Preliminary Survey and Engineering Services for three (3) National Resources and Conservation Service grants for Emergency Watershed Protection projects; hereby authorizes Mayor Sherry Sullivan to execute a contract for Project #2 Fairwood Boulevard and Project #3 North Summit (Big Mouth Gulley (DSR 5106-006) RFQ #PS009-21 with a total unbudgeted cost of \$21,250.00 for Professional Services. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

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9 August 2021

RESOLUTION NO. 4172-21

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council approves the selection of Sawgrass Consulting, LLC for Preliminary Survey and Engineering Services for three (3) National Resources and Conservation Service grants for Emergency Watershed Protection projects; hereby authorizes Mayor Sherry Sullivan to execute a contract for Project #2 Fairwood Boulevard and Project #3 North Summit (Big Mouth Gulley (DSR 5106-006) RFQ #PS009-21 with a total unbudgeted cost of \$21,250.00 for Professional Services.

DULY ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid for the Public Works Department (Bid No. 024-21) to Asphalt Service, Inc. with a total bid proposal of \$329,867.77. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4173-21

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

[1] That the City of Fairhope did request, receive, and open bids for Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid for the Public Works Department. (Bid Number 024-21).

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

9 August 2021

Please see attached Bid Tabulations for
 Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid
 for the Public Works Department.

[3] After evaluating the bid proposals with the required bid specifications, Asphalt Service, Inc. with a total bid proposal of \$329,867.77, is now awarded the bid for Fairhope Docks Bulkhead Repairs – FEMA 4563 – Rebid for the Public Works Department.

Adopted on this 9th day of August, 2021

 Jack Burrell, Council President

Attest:

 Lisa A. Hanks, MMC
 City Clerk

CITY OF FAIRHOPE TABULATION and Recommendation
 BID 024-21 Fairhope Docks Bulkhead Repairs-- FEMA 4563--RE-BID
 BID OPENED: July 28, 2021, 10:00 a.m.

89 of 303 views on e notify + 25 emailed

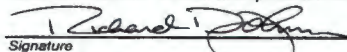
Contractors		Asphalt Services, Inc.		MD Thomas Construction, LLC		
ITEM	DESCRIPTION	QTY /unit	Unit Price	Estimate Amount	Unit Price	Estimate Amount
A Dock		Type A repairs--Deadman Pile Reset, Edge Dock & Backfill				
1	Deadman Piles - Expose, Investigate, Reset and Adjust Tie Becks	12#/LF	200.00	25,000.00	1,320.00	165,000.00
2	New Edge Dock Servicing Covered - Reset/Repair Areas Undermined by Storm - PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc	281#/F	38.00	9,500.00	56.00	14,000.00
Project subtotal				34,500.00		179,000.00
3	Mobilization/Demobilization	1/LB	2,599.57	2,599.57	8,000.00	8,000.00
SUB-BID total				37,099.57		187,000.00
B Dock		Type B Repairs--Wood Bulkhead & Boat Docks				
1	Bulkhead Piles - 12" x 20-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (FullReplacement)	18/each	575.00	9,200.00	1,320.00	21,120.00
2	Dead Man Piles - 12" x 16-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (66%Replacement)	15/each	362.50	5,437.50	1,320.00	19,800.00
3	Dock Piles - 12" x 16-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (FullReplacement)	10/each	575.00	5,750.00	1,320.00	13,200.00
4	New Bulkhead Wall - Double Course of 2x8x16 (12' minimum length) PT SYP Rough Cut - with triple 4x8 PT SYP RC Whalers, Per Detail - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals	110/LF	400.00	44,000.00	1,080.00	118,800.00
5	New Dock Servicing "B Dock" - PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc	136/SF	33.20	4,515.20	56.00	7,616.00
Project subtotal				68,902.70		180,536.00
6	Mobilization/Demobilization		2,600.00	2,600.00	8,000.00	8,000.00

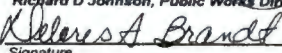
MD Thomas Const had missing items /was nonresponsive bid

9 August 2021

		SUB-BID total		71,502.70	188,536.00	
C Dock	Type C Repairs - Total Bulkhead, Edge Dock & Partial Pile Replacement					
1	Bulkhead Piles - 12" x 20-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (66% Replacement)	33/each	575.00	18,975.00	1,320.00	43,560.00
2	Dead Man Piles - 12" x 16-24 Ft. Marine Grade Pressure Treated SYP - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation (66% Replacement)	38/each	362.50	11,962.50	1,320.00	43,560.00
3	New Bulkhead Wall - Double Course of 2x8x16 (12' minimum length) PT SYP Rough Cut - with triple 4x8 PT SYP RC Whalers, Per Detail - Mechanically Driven - Unit Price is in place and includes all equipment, labor, hardware and incidentals required for installation	300/LF	400.00	120,000.00	1,080.00	324,000.00
4	4-foot wide Finger Pier (3 Total) - PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc.	540/SF	33.20	17,928.00	64.00	34,560.00
5	New Edge Dock Servicing Slips - (300 L.F. - 5 Feet Wide) PT SYP Construction per Detail - Unit Price includes all hardware, decking & substructure - pile capes, stringers, bracing, etc.	1500/SF	33.20	49,800.00	64.00	96,000.00
	Project subtotal			218,665.50		541,680.00
	Mobilization/Demobilization		2,600.00	2,600.00	14,000.00	14,000.00
	SUB-BID total			221,265.50		555,680.00
TOTAL BID AMOUNT						
	A Dock			\$ 87,009.57		\$ 187,000.00
	B Dock			\$ 71,502.70		\$ 188,536.00
	C Dock			\$ 221,265.50		\$ 555,680.00
	Combined Bid Total:			\$ 329,867.77		931,216.00
	BID DOCS SIGNED/MOTORIZED			Yes		Yes
	CONTRACTOR INFORMATION			Yes		No
	BID BOND			Yes		Yes
	ADDENDA			Yes		No
	ANTI-LOBBYING CERTIFICATION			Yes		Yes
	CFR CLAUSES			Yes		Yes

Recommendation: Award to Asphalt Services, Inc. for the amounts listed.


 Signature _____ Date 07/28/2021
 Richard D. Johnson, Public Works Director


 Signature _____ Date 7/28/2021
 Delores A. Brandt, Purchasing Manager

9 August 2021

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Maintenance Dredging at Fairhope Docks for the Public Works Department (Bid No. 035-21) to Greenco Services, LLC with a total bid proposal not-to-exceed \$150,000.00. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

RESOLUTION NO. 4174-21

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

[1] That the City of Fairhope did request, receive, and open bids for Maintenance Dredging at Fairhope Docks for the Public Works Department. (Bid Number 035-21).

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

Please see attached Bid Tabulations for
Maintenance Dredging at Fairhope Docks
for the Public Works Department.

[3] After evaluating the bid proposals with the required bid specifications, Greenco Services, LLC with a total bid proposal not-to-exceed \$150,000.00, is now awarded the bid for Maintenance Dredging at Fairhope Docks for the Public Works Department.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

9 August 2021

CITY OF FAIRHOPE

BID 035-21 MAINTENANCE DREDGING AT FAIRHOPE DOCKS

OPEN: 1:00 July 28, 2021

PROJECT BID QUANTITIES				Company Name									
Item #	Description	Quantity	Units	Blue Diving & Salvage, LLC		Greenco		Magellan Dredging, Inc.		Magnolia Dredge & Dock, LLC		MD Thomas Construction, LLC	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Mobilization/Setup 8" Cutterhead Dredge	1	LS	\$1,800.00	\$1,800.00	\$4,500.00	\$4,500.00	\$70,000.00	\$70,000.00	\$71,500.00	\$71,500.00	\$90,000.00	\$90,000.00
2	Mobilization/Setup - Initial Pipeline	1	LS	\$675.00	\$675.00	\$1,000.00	\$1,000.00	\$70,000.00	\$70,000.00	\$13,500.00	\$13,500.00	\$90,000.00	\$90,000.00
3	Mobilization/Setup 6" Auger head dredge	1	LS	\$1,575.00	\$1,575.00	\$2,500.00	\$2,500.00	\$90,000.00	\$90,000.00	\$8,500.00	\$8,500.00	\$90,000.00	\$90,000.00
4	Area 1 Maintenance Dredging Operations ¹	807.5	CY	\$22.50	\$18,544.00	\$10.50	\$8,478.75	\$27.96	\$22,577.70	\$15.25	\$12,314.38	\$39.00	\$31,492.50
5	Area 2 Maintenance Dredging Operations ¹	913.1	CY	\$22.50	\$20,544.75	\$10.50	\$9,587.55	\$24.94	\$22,772.71	\$15.25	\$13,924.78	\$39.00	\$35,610.90
6	Area 3 Maintenance Dredging Operations ¹	308.2	CY	\$22.50	\$6,889.50	\$10.50	\$3,215.10	\$75.44	\$23,099.73	\$15.25	\$4,669.55	\$39.00	\$11,941.80
7	Area 4 Maintenance Dredging Operations ¹	7821.8	CY	\$19.50	\$152,525.00	\$10.00	\$78,218.00	\$16.74	\$130,996.93	\$15.25	\$119,282.45	\$39.00	\$305,050.20
8	Area 5 Maintenance Dredging Operations ¹	207.8	CY	\$22.50	\$4,675.50	\$10.50	\$2,181.90	\$26.36	\$5,477.61	\$15.25	\$3,168.95	\$39.00	\$8,104.20
9	Area 6 Maintenance Dredging Operations ¹	5741.7	CY	\$14.75	\$84,690.75	\$10.00	\$57,417.00	\$10.26	\$58,909.84	\$15.25	\$87,560.93	\$39.00	\$225,227.70
10	Demobilization 8" Cutterhead Dredge	1	LS	\$1,800.00	\$1,800.00	\$4,500.00	\$4,500.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$30,000.00	\$30,000.00
11	Demobilization Final Pipeline Breakdown	1	LS	\$675.00	\$675.00	\$1,000.00	\$1,000.00	\$27,000.00	\$27,000.00	\$12,000.00	\$12,000.00	\$30,000.00	\$30,000.00
12	Demobilization 6" Auger head dredge	1	LS	\$1,575.00	\$1,575.00	\$2,500.00	\$2,500.00	\$10,000.00	\$10,000.00	\$3,575.00	\$3,575.00	\$30,000.00	\$30,000.00
Total of Base Bid:					\$292,969.50		\$175,098.30		\$510,774.52		\$369,996.04		\$1,022,427.30
BID DOCS SIGNED/NOTARIZED				Y		Y		Y		Y		Y	
CONTRACTORS LICENSE				Y		Y		Y		Y		N	
ADDENDA				Y		Y		Y		Y		Y	
BID BOND				Y		Y		Y		Y		Y	

Recommendation: Award to GREENCO as lowest responsible bidder

Signature: 
Richard D Johnson, Public Works Director

Date: 8, 4, 2021

\$175,098.30

\$510,774.52

\$1,022,427.30

Signature: 
Dolores A Brandt, Purchasing Manager

Date: 8, 4, 21

9 August 2021

City Of Fairhope - Fairhope Docks

Dredge Areas and Volumes - Low Bid Cost Estimate



Bid Cost Details					
ITEM #	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	TOTAL
00001	Mobilization/Setup 8" Cutterhead Dredge	1	LS	\$4,500.00	\$4,500.00
00002	Mobilization/Setup - Initial Pipeline	1	LS	\$1,000.00	\$1,000.00
00003	Mobilization/Setup 6" Auger head dredge	1	LS	\$2,500.00	\$2,500.00
00004	Area 1 Maintenance Dredging Operations ¹	807.5	CY	\$10.60	\$8,478.75
00005	Area 2 Maintenance Dredging Operations ¹	913.1	CY	\$10.50	\$9,587.55
00006	Area 3 Maintenance Dredging Operations ¹	306.2	CY	\$10.60	\$3,215.10
00007	Area 4 Maintenance Dredging Operations ¹	7821.8	CY	\$10.00	\$78,218.00
00008	Area 5 Maintenance Dredging Operations ¹	207.8	CY	\$10.50	\$2,181.90
00009	Area 6 Maintenance Dredging Operations (North Half of Channel) ¹	3153.9	CY	\$10.00	\$31,539.00
00010	Demobilization 8" Cutterhead Dredge	1	LS	\$4,500.00	\$4,500.00
00011	Demobilization Final Pipeline Breakdown	1	LS	\$1,000.00	\$1,000.00
00012	Demobilization 6" Auger Head Dredge	1	LS	\$2,500.00	\$2,500.00
Adjusted Estimate Based on Sealed Bid Prices					\$149,220.30

Dredge Area Data				
AREA	DESCRIPTION	AREA (sf)	AREA (ac)	VOL (CY)
One (1)	City Dock - Fly Creek	8041	0.14	807.5
Two (2)	City Dock - Fly Creek	12541	0.29	913.1
Three (3)	City Dock - Fly Creek	14851	0.34	306.2
Four (4)	Fairhope Docks Basin North	72384	1.66	7821.8
Five (5)	Fairhope Docks Basin North	1600	0.04	207.8
Six (6)	Fly Creek Harbor Channel	102188	2.35	11544.3
Area Totals:		209665	4.81	21660.7

Contract Options				
Items 1-3	Items 10-12	Dredge Areas	Dredge \$	Total
\$8,000.00	\$8,000.00	North 1/2 of Channel + Area 4 (Fuel Docks + Main Harbor)	\$109,757.00	\$125,757.00
\$8,000.00	\$8,000.00	North 1/2 of Channel + Area 4 (Fuel Docks + Main Harbor) + Area 3	\$112,972.10	\$128,972.10
\$8,000.00	\$8,000.00	North 1/2 of Channel + Area 4 (Fuel Docks + Main Harbor) + Area 3 + Area 2	\$122,559.65	\$138,559.65
\$8,000.00	\$8,000.00	North 1/2 of Channel + Area 4 (Fuel Docks + Main Harbor) + Area 3 + Area 2 + Area 1	\$131,038.40	\$147,038.40

Councilmember Robinson introduced in writing, and moved for the adoption of the following resolution, a resolution to Award Bid for Headset Packages for the Fairhope Volunteer Fire Department (Bid No. 033-21) to Sunbelt Fire, Inc. with a total bid proposal of \$59,504.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

9 August 2021

RESOLUTION NO. 4175-21

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

[1] That the City of Fairhope did request, receive, and open bids for Headset Packages for the Fairhope Volunteer Fire Department (Bid Number 033-21).

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

Please see attached Bid Tabulations for
Headset Packages for the
Fairhope Volunteer Fire Department

[3] After evaluating the bid proposals with the required bid specifications, Sunbelt Fire, Inc. with a total bid proposal of \$59,504.00, is now awarded the bid for Headset Packages for the Fairhope Volunteer Fire Department.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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9 August 2021

CITY OF FAIRHOPE
 BID 033-21 Headset Package for Fairhope Volunteer Fire Department
 Bid opened: July 29, 2021

83 out of 304 viewed e-notification plus emailed to 4 specialty companies

DESCRIPTION	ESTIMATED QUANTITY	FIRM FIXED PRICE PER UNIT	FIRM FIXED TOTAL PRICE	Sunbelt Fire, Inc		Company Name		FIRM FIXED PRICE PER UNIT	FIRM FIXED TOTAL PRICE
				FIRM FIXED PRICE PER UNIT	FIRM FIXED TOTAL PRICE	FIRM FIXED PRICE PER UNIT	FIRM FIXED TOTAL PRICE		
ITEM 1 FIRECOM, UHW503 Intercom-Only Under-Helmet, DECT7 Wireless Headset or equivalent	21	X \$	= \$	\$678.00	= \$ 14,259.00	\$	= \$	\$	= \$
ITEM 2 FIRECOM, UHW505 Radio Transmilt Under-Helmet, DECT7 Wireless Headset or equivalent	14	X \$	= \$	\$699.00	= \$ 9,786.00	\$	= \$	\$	= \$
ITEM 3 FIRECOM, WB505R DECT7 Wireless Base Station, 3-Person Radio Transmitt or equivalent	11	X \$	= \$	\$1,049.00	= \$ 11,539.00	\$	= \$	\$	= \$
ITEM 4 FIRECOM, 5200D Digital Intercom or equivalent	7	X \$	= \$	\$1,135.00	= \$ 7,945.00	\$	= \$	\$	= \$
ITEM 5 FIRECOM, MR-32X, Radio Interface Cable (Compatible with APX 4500) or equivalent	9	X \$	= \$	\$170.00	= \$ 1,530.00	\$	= \$	\$	= \$
ITEM 6 FIRECOM, MR-65X, Interface Cable (Compatible with Kenwood TK 7180) or equivalent	9	X \$	= \$	\$170.00	= \$ 1,530.00	\$	= \$	\$	= \$
ITEM 7 NFPA Compliant Behind Head or Under Helmet Only Hanger Hook	35	X \$	= \$	\$9.00	= \$ 315.00	\$	= \$	\$	= \$
ITEM 8 On-Site Complete Turnkey Installation of headsets and accessories	7 Vehicles	X \$	= \$	\$18,000.00	= \$ 12,600.00	\$	= \$	\$	= \$
GRAND TOTAL = \$				=	\$98,504.00	= \$	= \$	= \$	= \$

Recommendation: Award to SUNBELT FIRE INC

Signature: 
 John Sanchez, Fire Maintenance Supervisor

Date: 7/29/2021

Signature: 
 Delores A Brandt, Purchasing Manager

Date: 7-29-21

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to approve a Three-Year Lease of Mailing Machine for the City of Fairhope; and the type of mailing machine needed is on the Alabama State Department of Purchasing bid list and therefore does not have to be let out for bid; with a total lease amount of \$18,846.36. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

9 August 2021

RESOLUTION NO. 4176-21

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

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

[2] The following is the State of Alabama NASPO/Value Point contract information:

Contract: ADSPO16-169901-1

Three-Year Lease for Mailing Machine **Cost is \$523.51 per month**

Total Lease \$18,846.36

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to purchase Three 15.5kv Triple Single Reclosures with added Optional Items for the Electric Department from Southern States, LLC as Sole Source Distributor; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$61,225.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

9 August 2021

RESOLUTION NO. 4177-21

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 Three 15.5kv Triple Single Reclosures with added Optional Items for the Electric Department from Southern States, LLC as Sole Source Distributor; and authorizes procurement without formal bid based on the option allowed by the Code of Alabama 1975, Section 41-16-51(b)(7). The cost will be \$61,225.00.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope has voted to procure Five (5) Charging Stations for the Electric Department; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$55,090.00 and is reimbursable by Alabama Municipal Electric Authority. The motion was seconded by Councilmember Boone. Council President Burrell explained the user must swipe a card and this will work well with solar canopy. He said this is a nice addition for the City. Councilmember Martin commented you can drive 300 miles before a charge is needed; and gave an example of a Tesla. After further discussion, motion passed unanimously by voice vote.

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9 August 2021

RESOLUTION NO. 4178-21

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

[1] That the City of Fairhope has voted to procure Five (5) Charging Stations for the Electric Department; and the equipment is available for direct procurement through the Sourcewell Contract which has been nationally bid; and therefore, does not have to be let out for bid. The cost will be \$55,090.00 and is reimbursable by Alabama Municipal Electric Authority.

Adopted on this 9th day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Martin introduced in writing, and moved for the adoption of the following resolution, a resolution to award the Repairs to Elevator at the Fairhope Museum of History (a Public Works Project) to Otis Elevator Company with a total cost of \$17,705.98. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

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9 August 2021

RESOLUTION NO. 4179-21

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

[1] That the City of Fairhope did request and solicit Quotes for Repairs to Elevator at the Fairhope Museum of History (a Public Works Project).

[2] After evaluating the Quotes with the required specifications, Otis Elevator Company is now awarded the Repairs to Elevator at the Fairhope Museum of History with a total unbudgeted cost of \$17,705.98.

DULY ADPOTED ON THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

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 Council hereby approves and adopts the proposed one-time premium pay adjustment to current Full-Time, Part-time, and Seasonal Employees who worked on site between March 1, 2020 and March 31, 2021 for work performed at any time since the start of the COVID-19 public health emergency and for which they have not yet received additional and/or adequate compensation for their service during the pandemic; and are deemed essential workers pursuant to the American Rescue Plan Act as follows: Full-Time Employees - \$500.00, Part-Time Employees - \$250.00; and Seasonal Employees - \$125.00. The motion was seconded by Councilmember Martin.

Council President Burrell said that when he heard Congress passed this Act, he did not like it. He commented someone will spend it if we don't; and our employees are important to us. Councilmember Conyers said this has been a very challenging year and employees stepped up to the plate. He said this is an opportunity to say thank you. Councilmember Martin said employees came to work during a hazardous situation; and this is a reward not a bribe. Councilmember Robinson stated he would rather reward employees with more. He said we could double the reward and take from Agenda Item Number 26. After further discussion, motion passed unanimously by voice vote.

9 August 2021

RESOLUTION NO. 4180-21

WHEREAS, Under the American Rescue Plan Act, recipients may use Coronavirus State and Local Fiscal Recovery Funds to offer additional support to those who have and will bear the greatest health risks because of their service during the COVID-19 public health emergency; and

WHEREAS, the City of Fairhope is desirous to provide a one-time premium pay adjustment to current Full-Time, Part-time, and Seasonal Employees who worked on site between March 1, 2020 and March 31, 2021 for work performed at any time since the start of the COVID-19 public health emergency and for which they have not yet received additional and/or adequate compensation for their service during the pandemic. These workers are deemed essential workers due to their critical and essential service in responding to the COVID-19 pandemic and the heightened risk to these workers who had to be physically present at the jobsite; and thus, are eligible for premium pay under the American Rescue Plan Act; and

WHEREAS, the City Council approves the following compensation for these essential workers per the following:

- | | |
|------------------------|----------|
| a. Full-Time Employees | \$500.00 |
| b. Part-Time Employees | \$250.00 |
| c. Seasonal Employees | \$125.00 |

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and adopts the proposed one-time premium pay adjustment to current Full-Time, Part-time, and Seasonal Employees who worked on site between March 1, 2020 and March 31, 2021 for work performed at any time since the start of the COVID-19 public health emergency and for which they have not yet received additional and/or adequate compensation for their service during the pandemic; and are deemed essential workers pursuant to the American Rescue Plan Act as outlined in this resolution.

DULY ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

9 August 2021

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City Council hereby approves and adopts the COVID-19 Vaccine Incentive Program for the City of Fairhope for all City employees as follows: All employees who are vaccinated on or before November 30, 2021 for COVID-19 will be compensated as follows: Full-Time Employees - \$500.00, Part-Time Employees - \$250.00; and Seasonal Employees - \$125.00. The motion was seconded by Councilmember Conyers.

Mayor Sullivan explained the date to the City Council and said she was waiting for Pfizer vaccine to be approved. Mayor Sullivan said she hates that the Federal Government is giving out funds and will keep us in debt. She commented “we have more than 30 employees out in the past month with positive tests and exposures; and when you take three to five people out of any department with the growth Fairhope is experiencing in an already busy department, and you take them out for 14 days, it’s impossible to continue to provide the level of service expected by our residents.” Mayor Sullivan told the City Council that 92 percent of the patients in Thomas Hospital are not vaccinated. She said to talk to family, talk to your physician; and make your decision.

Councilmember Martin said, “I think that is a hazardous situation.” He commented students already attend schools with immunization requirements against measles, mumps, chickenpox, among others. He told everyone that eight of his family members have died from COVID-19; and he advised his mother, who is immunocompromised, to get vaccinated. Councilmember Martin stated that vaccinations have been going on 70 to 100 years now. He said this is an opportunity to do the right thing; and this is not just for the employee but for others. Councilmember Martin stated, “It is real.”

Councilmember Conyers said he was not for a mandatory vaccine, but you have to take a carrot out there for people to take steps that benefits our community. He said the vaccine is saving lives and is an incentive for employees. Councilmember Conyers said, “This vaccine is something everyone in the health care industry is begging us to do.” Councilmember Boone said he was in favor of the vaccine; and this will be a tremendous help for the vaccine.

Council President Burrell said this is a personal choice; and said that his family has had the vaccine with no adverse reactions. He stated this is an incentive for employees to get vaccinated. Council President Burrell reiterated this is a personal choice and is not mandatory with no negative side to it. Mayor Sullivan noted that the City is self-insured which means the City is financing the hospital stays of its employees; and it does affect our bottom line and it does cost us money. She said, “the health and safety of our employees is in the forefront of our minds; and these decisions are not made lightly.” After further discussion, motion passed by the following voice vote: AYE – Burrell, Martin, Conyers, and Boone. NAY – Robinson.

9 August 2021

RESOLUTION NO. 4181-21

WHEREAS, Under the Interim Final Rule of the American Rescue Plan, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 Vaccination Programs; and

WHEREAS, the City of Fairhope is wanting to use services to contain and mitigate the spread of COVID-19; and

WHEREAS, the City of Fairhope is desirous of implementing a COVID-19 Vaccine Incentive Program for all City employees; and

WHEREAS, the City Council would like to implement the following :

1. All employees who are vaccinated on or before November 30, 2021 for COVID-19 will be compensated as follows:
 - a. Full-Time Employees \$500.00
 - b. Part-Time Employees \$250.00
 - c. Seasonal Employees \$125.00

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and adopts the COVID-19 Vaccine Incentive Program for the City of Fairhope for all City employees as outlined in this resolution.

DULY ADOPTED THIS 9TH DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Boone moved to appoint Mandy Bezeredi to the Parking Authority for a three-year term which will expire August 2024. Seconded by Councilmember Robinson, motion passed unanimously by voice vote.

9 August 2021

Lynn Maser, President of the Rock Creek Property Owners' Association Board, addressed the City Council regarding issues at the Rock Creek Golf Course with the clubhouse and owner. The statement Ms. Maser read can be found at the end of the minutes. Council President Burrell commented they can sell whatever they own, but any change to a PUD must be approved by the Planning Commission and the City Council. Council President Burrell said he would never vote to change the PUD from a Golf Course. Councilmember Robinson said, "I cannot promise it can never happen but will give you any legal help I can." Councilmember Martin said he was on her side. Councilmember Conyers commented he would like to see this remain a Golf Course. Councilmember Boone said he would never vote to change as a Golf Course.

Councilmember Robinson 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 7:11 p.m.

Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk

9 August 2021

Good evening.

My name is Lynn Maser and I live in Rock Creek. I'm here this evening to request your support.

A year ago, the Rock Creek Golf Club was sold. The new owner has aggressively cleaned up and improved the course. Their business model concentrates all their resources on maintenance efforts of the playing area - where their greatest revenue is generated while ignoring the clubhouse facility to any great extent. They have executed this plan so well, the golf business at Rock Creek has skyrocketed.

Also, a year ago, the Rock Creek Board conducted a SWOT survey. Multiple responses indicated a strong desire to have a modernized clubhouse where social events for residents could be held and, in fact, increased. We shared this sentiment with the new owner.

In response to our survey, an ad hoc committee from the board worked for over 6 months with the owner to develop a framework document calling for financial support from our residents to renovate the clubhouse thus meeting perceived needs and wants as expressed by the residents. Our residents would have a voice in the final decision by voting in favor of or against the program.

The framework document was presented to the board and overwhelmingly rejected because it required **mandatory** social membership in the club. The golf club owner then circumvented the board and went directly to our residents in a Town Hall Meeting and offered a **compulsory** Rewards Program and if not approved by the residents, he said he would be required to go to "Plan B." He will not share what Plan B is with us, claiming NDAs. However, in an email to the board of directors he wrote, and I quote, "Since October I have had 5 unsolicited inquiries about RC. One was an outright offer from an operator and 2 were confidential inquiries from non-golf entities."

On numerous occasions this owner has brought up the specter of selling the Rock Creek Golf Course to a developer as a viable option, and it deeply concerns our residents. It impacts their decision by clouding the facts of this important issue. This vote should not be taking place under the threat of a housing development as the alternative in the foreseeable future.

9 August 2021

As president of the RCPOA board, I am responsible for making sure our residents have ALL the information they need before casting their vote. I'm here tonight because one of the equations in this issue lies with you.

Because an ordinance was created for the Rock Creek PUD, rezoning must occur as well as amendments to that ordinance before a developer could build houses, condos or apartments on the golf course property. Because this is the purview of the Planning Department and City Council, I am here this evening asking you to reject any applications and inquiries to turn the Rock Creek Golf Course into a "housing" development – at least through this council's term in office. And to confirm it verbally for the record.

I would like to be able to tell our residents the threat of selling to a developer is not an imminent issue thus removing this negative pressure and giving them the opportunity to make a decision with one more piece of the fact puzzle in place.

Four years will give us the time we need to work out the best solution to protecting Rock Creek property values and to determine what amenities our community actually wants and can financially support into the future.

Thank you for your help in this situation.

Monday, August 9, 2021

Page -2-

Mr. Molyneaux stated the clinic will be able to do COVID-19 tests and vaccines. Mayor Sullivan said it is very convenient; and said she used Foley's clinic with little to no wait. Council President Burrell stated the clinic will be located at the Pecan Avenue building. Mayor Sullivan estimated completion for the clinic would be January 2022. Ms. Creech commented the incentive is no copay, little wait time, and free generic medication. Councilmember Martin said compliance is huge.

- Recreation Director Pat White addressed the City Council and gave an update on the ADA Project at Volanta that is moving more quickly. Mr. White said he said the jumbotron will be installed next week with poles 18 feet deep.
- Water and Sewer Superintendent Jason Langley addressed the City Council and mentioned brown water complaints. He said we are having a drier season and using more water. Mr. Langley said they are flushing hydrants to clear up the water; and the water is safe drink. He said this is not a health issue. Mayor Sullivan explained Agenda Item Number 10; and said these are preventive measures to protect citizens of Fairhope.
- Fire Chief Chris Ellis addressed the City Council and said they were training fire fighters tonight. He explained Agenda Item Number 20 and said these headsets are needed for communication during calls.
- Community Affairs Director Paige Crawford addressed the City Council and told them her hats off to City Clerk Lisa Hanks for pressing the insurance company for the Hurricane Sally claim for the Nix Center. She said the claim more than doubled after Ms. Hanks asked for them to relook at the building. Ms. Crawford also thanked Public Works Director Richard Johnson for his help too.
- Assistant Gas Superintendent Jeremy Little addressed the City Council and mentioned Terry Holman still in the hospital; and thanked the City Council for driving around with him to see projects. He gave a couple of shout outs for budget help from City Treasurer Kim Creech and Senior Accountant Aislinn Stone. He also mentioned Wes Boyett and Mark Davis stepping up to help last week.
- Golf Director Bobby Hall addressed the City Council and gave an update on Quail Creek Golf Course. Mr. Hall said they are still having issues with bike riders, four wheelers, joggers, and walkers on the cart path.
- Human Resources Manager Traveis Cunningham addressed the City Council and explained Agenda Item Number 13 and the need to hire and train a new dispatcher before Ms. Lebeaux retires. Council President Burrell commented we need to add to the resolution "and once the dispatcher retires the position will be defunded."
- Assistant Electric Superintendent Jeremy Morgan addressed the City Council and gave an update on the Morphy substation and Volanta substation. Mr. Morgan explained Agenda Items Number 9, 22, and 23.
- Special Projects and Grant Manager Jessica Walker addressed the City Council and explained Agenda Item Number 27 an appointment to the Parking Authority. She also gave an update on the Marina Plan and an application for a "Tourism Grant" for the total project.

Monday, August 9, 2021

Page -3-

Council President Burrell suggested adding breakwaters to the plan as well as dredging at the Municipal Pier and adding breakwaters. Ms. Walker said this is a 75/25 match grant.

- Building Official Erik Cortinas addressed the City Council and explained Agenda Item Number 14 and why this resolution is needed; and he said FEMA has already approved it.
- Development Services Manager Mike Jeffries addressed and explained Agenda Items Number 5, 6, and 7. Council President Burrell questioned the 50% commercial and asked for parking to be precluded to determine the 50%. Mr. Jeffries replied that paved parking is not considered commercial; and the Central Business District mixed-use must be reviewed by the Planning Department. Councilmember Martin asked for short-term rentals to be explained. Council President Burrell questioned the minimum of 50% in any zoning and asked City Attorney McDowell to look at this.
- Monica Gray, owner of Southern Charm Picnics Company, addressed the City Council and explained Agenda Item Number 8: a franchise to do Pop Up Picnics at Magnolia Beach Park (park with Dolphin Sculpture).
- Council President Burrell explained Agenda Item Number 11 and the need for a Councilmember to be a Board member.
- Mayor Sullivan briefly explained Agenda Item Number 23; and explained the AMEA funding and charging stations. She also explained in-depth Agenda Items Number 25 and 25 which is funded by the American Rescue Plan. She commented the vaccine has been scientifically proven it will help to not spread the virus. Mayor Sullivan mentioned this is an incentive to get the vaccine, but it is a choice and is not mandatory.

The Agenda Meeting was held during the Work Session under Department Head Updates.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:54 p.m.

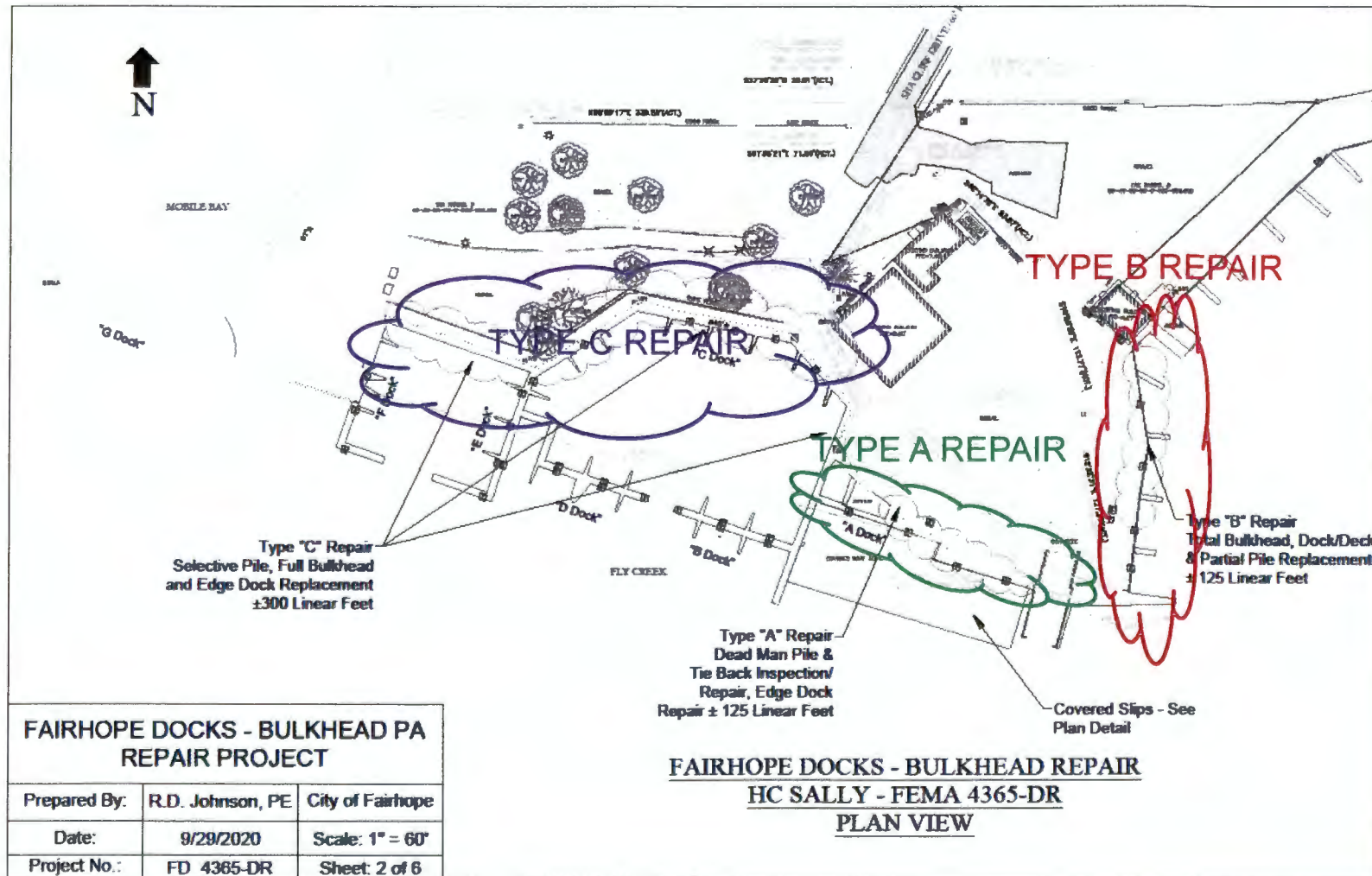
Jack Burrell, Council President

Lisa A. Hanks, MMC
City Clerk



2021 Bulkhead Repairs

Fairhope Docks



FAIRHOPE DOCKS - BULKHEAD PA REPAIR PROJECT

Prepared By:	R.D. Johnson, PE	City of Fairhope
Date:	9/29/2020	Scale: 1" = 60'
Project No.:	FD 4365-DR	Sheet: 2 of 6

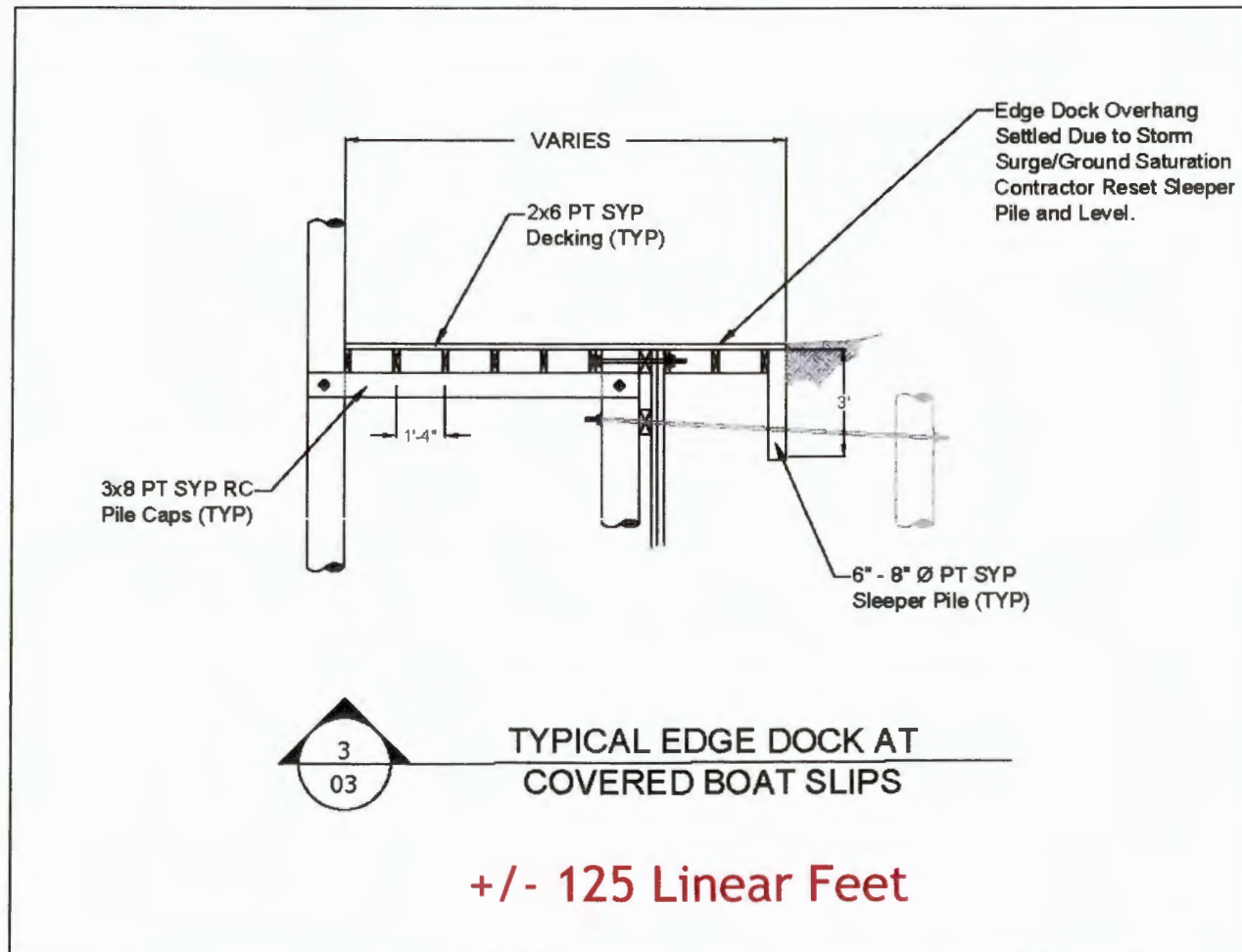
**FAIRHOPE DOCKS - BULKHEAD REPAIR
 HC SALLY - FEMA 4365-DR
 PLAN VIEW**



TYPE A REPAIR

Edge Dock at Covered Slips

Repair Buckling Caused Storm



TYPE B REPAIR

Full Replacement of Damage Section - Including Finger Piers



+/- 125 Linear Feet

TYPE C REPAIR

Full Replacement of Damage “C” Dock - Including Edge Docks



±/- 300 Linear Feet

TYPE C REPAIR

Full Replacement of Damage “C” Dock - Including Edge Docks



ORDINANCE NO. _____

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

SECTION 1. The City of Fairhope, Alabama, having received an application from **Monica Gray** for a franchise agreement to operate **Southern Charm Picnic Company for Pop Up Picnics**, at the following location described: **Magnolia Beach Park (park with Dolphin Sculpture) on South Mobile Street** and it is to be in the best interest of the public and the City of Fairhope, Alabama, to grant a franchise to **Monica Gray** under the terms and conditions of the franchise agreement attached hereto as "Exhibit A" including the fees that shall be paid to the City with respect to same.

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

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

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

ADOPTED THIS 23RD DAY OF AUGUST, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS 23RD DAY OF AUGUST, 2021

Sherry Sullivan, Mayor

JPH

FRANCHISE AGREEMENT

This Agreement is made and entered into by and between the City of Fairhope, Alabama ("City") a municipal corporation and Southern Charm Picnic Company LLC ("Grantee").

RECITALS

Grantee is a sole proprietor with a principal place of business at 532 Boulder Creek Ave, Fairhope, AL 36532. Grantee is engaged in the business of Pop Up Picnics to the public. Grantee proposes to install and operate Temporary Pop Up Picnics at the Magnolia Beach Park. Grantee requests that the City grant to Grantee a franchise to install, maintain and operate this business on public property at the Magnolia Beach Park.

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

SECTION 1

Section 1.1 DEFINITIONS

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

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

(6) **GROSS REVENUES:** Shall mean all revenues received by the Grantee from or in connection with the operation of the franchise to provide services in the City of Fairhope pursuant to this franchise agreement.

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

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

Section 1.2 REQUIREMENTS FOR FRANCHISE

A Franchise Agreement is entered into when the person is using public property to conduct a business but is not *leasing* said public property.

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

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

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

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

(e) No franchise shall be granted by the City to any food vendor who does not show proof of ServSafe certification.

(f) No franchise shall be granted by the City to any vendor requiring a running water supply for personal sanitary purposes and/or for cleaning equipment used in the preparation of his/her product unless water supply is provided and metered by the City.

(g) Food franchises shall meet all Alabama Health Department regulations and show proof thereof.

(h) No franchise shall be granted by the City to any vendor who has electrical requirements without securing metered power from the City or, if applicable, having a generator to supply the power required; generator shall meet City of Fairhope noise ordinances.

Section 1.3 TERM OF FRANCHISE, RENEWAL

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

Section 1.4 ENFORCEMENT OF FRANCHISE

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

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

(c) A Grantee agrees by filing an application for a franchise that they will not assert, at any time, in any claim or proceeding that any condition or term of the franchise is unreasonable, arbitrary or void or that the City had no power or authority to make such term or conditions, but shall be required to accept the validity of the terms and conditions of the franchise in their entirety.

Section 1.5 CONFLICT WITH LAWS

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

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

SECTION 2

Section 2.1 PROCEDURE FOR GRANTING FRANCHISE

(a) Any person desiring a franchise shall apply to the City for such a grant. The application for a franchise shall be in writing, in the form approved by and containing

such information as required by the City and must be accompanied by a nonrefundable application fee of \$150.00 by cashier's check, certified check or money order payable to City of Fairhope. This is a separate fee from the Franchise fee.

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

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

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

SECTION 3

Section 3.1 CONSTRUCTION AND INSTALLATION

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

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

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

Section 3.2 CONDITIONS FOR USE OF PUBLIC PROPERTY

- (a) Grantee shall not install or begin operation of the franchise business until the installation has been approved by the Mayor or his designee.
- (b) Grantee is designated a specific area in which Grantee may conduct business under this Franchise Agreement.
- (c) Business conducted from moving vehicles (i.e., ice cream trucks) do not require a Franchise Agreement to operate on City streets; however, any vehicle parked in one spot for longer than thirty (30) minutes and conducts business while parked, shall be required to enter into a Franchise Agreement. Violations may result in loss of City of Fairhope Business License.

Section 3.3 OPERATION AND MAINTENANCE

(a) The Grantee shall install and maintain Pop up picnics in a prudent and reasonable manner.

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

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

SECTION 4

Section 4.1 FRANCHISE FEE

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

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

Section 4.2 INDEMNIFICATIONS

(a) Grantee shall at his/her sole cost and expense fully indemnify, defend and save harmless the City, its officers, boards, and employees against any and all claims, demands, suits, actions, liability and judgments for damage arising out of the construction, operation and maintenance of the Southern Charm Picnic Co. franchise, and against all liabilities for damages by reason of, or arising out of, any failure by Grantee to safely operate and maintain the pop up picnics, including reasonable attorney's fees, arising out of the exercise or enjoyment of this franchise, irrespective of the amount of comprehensive liability policy required hereunder. This indemnity shall not apply to damages occasioned solely and exclusively by acts of the City, its agents or employees.

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

A general comprehensive public liability insurance policy indemnifying, defending and saving harmless the City, its officers, boards, agents or employees from any and all claims by any person whatsoever on account of injury to or death of a person or persons occasioned by the operations of the Grantee under franchise herein granted or alleged to have been so caused with a minimum of liability of \$1,000,000 for personal injury or death of any two or more persons in any one occurrence. Renewal certificates of such insurance shall be promptly forwarded to the City as such renewals are made, and such insurance shall be kept in force and effect during the term of this grant or franchise. The Grantee and/or the insurance company shall file with the City a written notice of any material alteration or cancellation of any insurance coverage at least thirty (30) days prior to the effective date of such alteration or cancellation. Property damage insurance indemnifying, defending and saving harmless the City, its officers, boards, agents, and employees from and against all claims by any person whatsoever for property damage occasioned by the operation of a Grantee under franchise granted by City caused with a minimum liability of \$100,000 for property damage to two or more persons in any one occurrence. Said policies of insurance shall name the City as an additional insured.

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

Section 4.3 BOOKS/RECORDS OF GRANTEE

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

Section 4.4 GRANTEE ACKNOWLEDGEMENT

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

SECTION 5

Section 5.1 SALE OR LEASE OF FRANCHISE

(a) No transfer or control of the Southern Charm Picnic Co. LLC, whether by force or voluntary sale, lease, assignment, foreclosure, attachment, merger, or any other form of disposition, shall occur or be considered valid without first giving prior notice and receiving the approval of the City. The notice shall include full

identifying particulars of the proposed transaction. For the purpose of determining whether it shall consent to such change, transfer, or acquisition of control, the City may inquire into the qualification of the prospective controlling party and the Grantee shall assist the City in any such inquiry. The City shall have one 60 days from the date the notice is received by the City within which to approve or disapprove, by resolution, the proposed transfer of control. The City will not unreasonably withhold its approval.

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

Section 5.2 REVOCATON OF FRANCHISE

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

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

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

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

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

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

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

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

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

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

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

Section 5.3 RIGHTS UPON REVOCATION OR NON-RENEWAL

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

Section 5.4 REMOVAL AND ABANDONMENT OF PROPERTY

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

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

Section 5.5 MISCELLANEOUS PROVISIONS

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

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

IN WITNESS WHEREOF, the Parties have hereunto set their respective signatures and seals on the ____ day of _____, 20__.

THE CITY OF FAIRHOPE, ALABAMA

By: _____

Attest: _____
Lisa A. Hanks, MMC
City Clerk

By: _____
_____, Grantee

To Whom It May Concern,

We are the Southern Charm Picnic Company. We host premium pop-up picnics in Fairhope, Gulf Shores, and Orange Beach at the beach, bay or private backyards. We carry a Baldwin County and Fairhope business license. We are applying for the franchise agreement with the city of Fairhope in order to host pop-up picnics at the bay in Utopia Park.

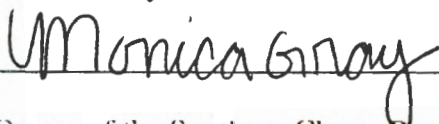
Our picnic includes picnic table(s), pillow seating, table runner, centerpieces, floral, plates, napkins, silverware, drinkware, catered charcuterie board, blankets, ice bucket, umbrella, stool or pouf, message board, basket w/ blankets, speaker, Instax camera w/ 10 exposures, wine opener & hand sanitizer. We deliver, set up, clean up & pick up. The cost for the first two guests is \$300+ tax. Each additional guest is \$40+tax. In addition, we plan to roll out other packages for picnickers that would be less than \$300. We feel that this plan will allow for more to book picnics with the Southern Charm Picnic Company and bring more revenue to the town of Fairhope.

We feel this business model will allow locals in Fairhope to experience a premium picnic while watching the sunset at the bay. The Southern Charm Picnic company sets up and cleans up all picnics. We always leave the areas we picnic in better than we found them. If the city allows for the picnic to be hosted in Utopia Park we will take the most pride in ensuring the park is well maintained in our area. In addition, we will be sure that our picnickers follow all city and state regulations. We currently have a contract that they sign stating they agree to follow city rules and regulations.

We have had locals reach out to request bay picnics at the pier. We have had to either move those picnics to the city of Orange Beach or let the customers know we could not host them at the Bay. We have followed the city and state guidelines and have not hosted any picnics for customers on a city or state land. We would like to secure this franchise agreement so we can keep locals and vacationers in the beautiful town of Fairhope to bring more revenue to the city.

We hope that you will see our business model as an added benefit to the city of Fairhope. We look forward to getting to know those city members in the town better. We will be joining the Chamber of Commerce and appreciate the opportunity to apply for a franchise agreement with the city.

All the best,
Monica Gray



Owner of the Southern Charm Picnic Company



ORDINANCE NO. _____

**AN ORDINANCE TO ESTABLISH A NON-EMERGENCY
DISCONNECT FEE FOR THE ELECTRIC DEPARTMENT
AND TO ADD TO CHAPTER 21, ARTICLE II, ELECTRIC,
FAIRHOPE CODE OF ORDINANCES.**

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Chapter 21, Article II is hereby amended to reflect the following change and addition:

Article II. ELECTRIC

Section 21-29. Non-Emergency Disconnect Fee.

Non-Emergency Disconnect Fee \$ 100.00

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

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

ADOPTED THIS THE 23RD DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

ADOPTED THIS THE 23RD DAY OF AUGUST, 2021

Sherry Sullivan, Mayor

ORDINANCE NO. _____

**AN ORDINANCE TO APPROVE THE ANNEXATION OF TERRITORY
WITHIN THE CITY LIMITS OF THE CITY OF FAIRHOPE, ALABAMA
(BALDWIN COUNTY COMMISSION)**

WHEREAS, Nelson Drive, from Scenic Highway 98 east approximately 525 feet (hereinafter "Nelson Drive"), is a road or road segment inside the corporate limit of the City of Fairhope; and

WHEREAS, Nelson Drive includes all improvements within the right-of-way such as, but not limited to, the road, drainage structures, signs, trails, sidewalks, etc.; and

WHEREAS, an accurate description of Nelson Drive, together with a map thereof showing their relationship to the corporate limits of the City of Fairhope, is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the portion of Nelson Drive that is not already the responsibility of the City of Fairhope has been County-maintained for a period of at least one (1) year prior to the effective date of this instrument; and

WHEREAS, Nelson Drive is located within the City of Fairhope but responsibility is vested in the County; and

WHEREAS, the City of Fairhope desires to annex and assume responsibility for Nelson Drive, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits; and

WHEREAS, in order to accomplish the City of Fairhope's desire to annex and assume responsibility for Nelson Drive in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission passed a resolution on August 3, 2021, authorizing the annexation and transfer of responsibility for Nelson Drive to the City of Fairhope, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, said resolution did petition the City of Fairhope for annexation and contained the signature of the owner of the described territory and a map of Nelson Drive showing their relationship to the corporate limits of the City of Fairhope; and

WHEREAS, the City Council of the City of Fairhope has determined that it is in the public interest that Nelson Drive be annexed into the City of Fairhope and that all legal requirements for annexing Nelson Drive have been met pursuant to *Code of Alabama*, §§11-42-20 to 24.

Ordinance No. _____

Page -2-

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FAIRHOPE, ALABAMA, AS FOLLOWS:

Section 1. The City Council of the City of Fairhope, Alabama, finds and declares as the legislative body thereof that it is in the best interest of the citizens of the City, and the citizens of the affected area, to annex and bring the territory described herein as Nelson Drive into the corporate limits of the City of Fairhope, and to assume responsibility for those portions of Nelson Drive, if any, that are already within the corporate limits of the City of Fairhope pursuant to *Code of Alabama*, §§11-49-80(b), (c) and (d), and 11-42-20 to 24.

Section 2. The boundary lines of the City of Fairhope, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Fairhope, Alabama, and in addition thereto the following described territory, to-wit:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 6 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent of this document to convey unto the City of Fairhope, Alabama, any and all right and title to that portion of the right-of-way owned and maintained by Baldwin County along Nelson Drive, beginning at the east right-of-way line of Scenic Highway 98 also known as County Road 98 Scenic Route, ALT U. S. Highway 98 and South Mobile Street, and formerly known as U. S. Highway 98, and running easterly approximately 525 feet. Including all improvements within the right-of-way such as, but not limited to the road, drainage structures, signs, trails, sidewalks, etc. Said right-of-way being quitclaimed is part of property conveyed in Baldwin County Probate Court Case No. 9449, Real Property Book 17 page 792, Real Property Book 18 page 121 and corrected by Instrument Number 991083 and part of Real Property Book 13 page 771. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own. (See attached Exhibit "A")

Subject to any reservations, restrictions, exceptions, and encumbrances of record.

Section 3. The territory described in this ordinance shall become a part of and lie within the corporate limits of the City of Fairhope, Alabama, upon publication of this ordinance.

Section 4. To the extent that portions of Nelson Drive, if any, are already within the corporate limits of the City of Fairhope, but responsibility is vested in the County, the City of Fairhope hereby assumes responsibility of said portions of Nelson Drive pursuant to *Code of Alabama*, §11-49-80(b), in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope's assumption of responsibility for Nelson Drive is in exchange for the County agreeing that it shall resurface, one time, Nelson Drive from Scenic Highway 98 east approximately 525 feet with a minimum one and a half inch (1.5") overlay.

Ordinance No. _____

Page -3-

The Baldwin County Commission and the City of Foley respectively acknowledge and agree that this one-time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance. The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance and improvement of the road described herein.

Section 5. This ordinance shall be published as provided by law, and a certified copy of the same, together with a certified copy of the resolution and petition of the Baldwin County Commission, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 6. If any part, section or subdivision of this ordinance shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be construed to invalidate or impair the remaining provisions of this ordinance, which shall continue in full force and effect notwithstanding such holding.

ADOPTED THIS THE 23RD DAY OF AUGUST, 2021

JACK BURRELL
Council President

Attest:

LISA A. HANKS, MMC
City Clerk

ADOPTED THIS THE 23RD DAY OF AUGUST, 2021

SHERRY SULLIVAN
Mayor

RESOLUTION NO. 2021-108

**RESOLUTION OF THE COUNTY COMMISSION
OF BALDWIN COUNTY, ALABAMA,
AUTHORIZING ANNEXATION AND TRANSFER OF RESPONSIBILITY
FOR A PORTION OF NELSON DRIVE
FROM BALDWIN COUNTY TO THE CITY OF FAIRHOPE**

WHEREAS, Nelson Drive, from Scenic Highway 98 east approximately 525 feet (hereinafter "Nelson Drive"), is a road or road segment inside or abutting the corporate limits of the City of Fairhope; and

WHEREAS, Nelson Drive includes all improvements within the right-of-way such as, but not limited to, the road, drainage structures, signs, trails, sidewalks, etc.; and

WHEREAS, an accurate description of Nelson Drive is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the portion of Nelson Drive that is not already the responsibility of the City of Fairhope has been County maintained for a period of one (1) year prior to the effective date of this instrument; and

WHEREAS, Nelson Drive is located within the City of Fairhope but responsibility is vested in the County; and

WHEREAS, in order to clarify and simplify the City of Fairhope's assumption of responsibility for Nelson Drive in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission is submitting its consent and petition to the City of Fairhope to annex Nelson Drive and assume the responsibility thereof; and

WHEREAS, the City of Fairhope desires to assume responsibility for Nelson Drive, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits.

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission as follows:

Section 1. That Baldwin County hereby consents to and petitions for the annexation of Nelson Drive by the City of Fairhope pursuant to *Code of Alabama*, §11-49-80(c), and (d) and §11-42-20 to 24.

Section 2. To the extent that portions of Nelson Drive, if any, are already located within the corporate limits of City of Fairhope, but responsibility is vested in the County, the Baldwin County Commission hereby consents to the assumption of responsibility of said portion or portions of Nelson Drive by the City of Fairhope, pursuant to *Code of Alabama*, §11-49-80(b),

in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope's assumption of responsibility for Nelson Drive is in exchange for the County agreeing that it shall resurface, one time, Nelson Drive from Scenic Highway 98 east approximately 525 feet with a minimum one and a half inch (1.5") overlay. The Baldwin County Commission and the City of Fairhope respectively acknowledge and agree that this one time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance.

Section 3. The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge.

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

ADOPTED and APPROVED by the County Commission of Baldwin County, Alabama, on the 3rd day of August, 2021.


BALDWIN COUNTY COMMISSION

By: _____


JOE DAVIS, III

Its: Chairman

ATTEST:



WAYNE DYESS
County Administrator



Exhibit A

Transfer of Maintenance Agreement

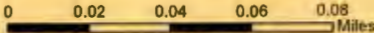


Baldwin County
Highway Department 2020



Baldwin County Highway Department

Nelson Drive ROW Acceptance - Exhibit "A" Map

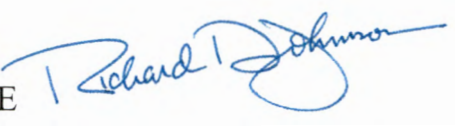


Sherry Sullivan
Mayor



Richard D. Johnson, PE
Public Works Director

Memorandum

From: Richard D. Johnson; PE 

To: Mayor Sherry Sullivan

CC: PW, City Clerk, File

Date: July 8, 2021

Subject: Request for Road Annexation, Acceptance & Maintenance – Baldwin County Commission – Actionable Item for the City Council

Mayor Sullivan:

The City has received a request from the Baldwin County Commission through the Baldwin County Engineer to accept and take over maintenance of the following road segment wholly contained within the corporate limits of the City of Fairhope:

1. 525 Linear Feet of Nelson Drive from the intersection of County Road 98 Scenic Route (aka South Mobile Street) east approximately 525 feet along the road centerline (correlates with the east property line of 6112 Nelson Drive).

Prior to the acceptance and maintenance being finalized, the County has agreed to resurface (one time) this road segment with a minimum 1 ½ inch asphalt overlay. This road segments is completely encompassed by the City and by code we have an obligation to accept them as City-Maintained Streets. With the County agreeing to resurface them prior to conveyance, it removes any short-term maintenance liabilities.

I am supportive of the City Council considering the request from the County for annexation, acceptance and maintenance of this road segment. With your concurrence, I will submit it to be placed on the next available Council Agenda.

Thank you in advance in your assistance in this matter.

Yours,

RDJ

ORDINANCE NO. _____

**AN ORDINANCE TO APPROVE THE ANNEXATION OF TERRITORY
WITHIN THE CITY LIMITS OF THE CITY OF FAIRHOPE, ALABAMA
(BALDWIN COUNTY COMMISSION)**

WHEREAS, Main Street, also known as County Road 98 Scenic Route, from State Highway 104 north approximately 1,200 feet (hereinafter "Main Street"), is a road or road segment inside the corporate limit of the City of Fairhope; and

WHEREAS, Main Street includes all improvements within the right-of-way such as, but not limited to, the road, drainage structures, signs, trails, sidewalks, etc.; and

WHEREAS, an accurate description of Main Street, together with a map thereof showing its relationship to the corporate limits of the City of Fairhope, is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the portion of Main Street that is not already the responsibility of the City of Fairhope has been County-maintained for a period of at least one (1) year prior to the effective date of this instrument; and

WHEREAS, Main Street is located within the City of Fairhope but responsibility is vested in the County; and

WHEREAS, the City of Fairhope desires to annex and assume responsibility for Main Street, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits; and

WHEREAS, in order to accomplish the City of Fairhope's desire to annex and assume responsibility for Main Street in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission passed a resolution on August 3, 2021, authorizing the annexation and transfer of responsibility for Main Street to the City of Fairhope, a copy of which is attached hereto as Exhibit "B"; and

WHEREAS, said resolution did petition the City of Fairhope for annexation and contained the signature of the owner of the described territory and a map of Main Street showing its relationship to the corporate limits of the City of Fairhope; and

WHEREAS, the City Council of the City of Fairhope has determined that it is in the public interest that Main Street be annexed into the City of Fairhope and that all legal requirements for annexing Main Street have been met pursuant to *Code of Alabama*, §§11-42-20 to 24.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF FAIRHOPE, ALABAMA, AS FOLLOWS:

Section 1. The City Council of the City of Fairhope, Alabama, finds and declares as the legislative body thereof that it is in the best interest of the citizens of the City, and the citizens of the affected area, to annex and bring the territory described herein as Main Street into the corporate limits of the City of Fairhope, and to assume responsibility for those portions of Main Street, if any, that are already within the corporate limits of the City of Fairhope pursuant to *Code of Alabama*, §§11-49-80(b), (c) and (d), and 11-42-20 to 24.

Section 2. The boundary lines of the City of Fairhope, Alabama, be, and the same are hereby altered or rearranged so as to include all of the territory heretofore encompassed by the corporate limits of the City of Fairhope, Alabama, and in addition thereto the following described territory, to-wit:

A part of the Southwest Quarter of Section 5, Township 6 South, Range 2 East and part of Grant Section 8, Township 6 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

It is the intent to convey unto the City of Fairhope, Alabama, any and all right and title to that portion of the right-of-way owned and maintained by Baldwin County along Main Street, also known as County Road 98 Scenic Route, formerly known as U. S. Highway 98, State Route 42 and State Route 104, beginning at the current west right-of-way line of State Route 104 running north approximately 1,200 feet. Including all improvements within the right-of-way such as, but not limited to the road, drainage structures, signs, trails, sidewalks, etc. Said right-of-way being quitclaimed is part of property conveyed in Deed Book 24 at page 619 and Deed Book 65 at page 106. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.

Subject to any reservations, restrictions, exceptions, and encumbrances of record.

Section 3. The territory described in this ordinance shall become a part of and lie within the corporate limits of the City of Fairhope, Alabama, upon publication of this ordinance.

Section 4. To the extent that portions of Main Street, if any, are already within the corporate limits of the City of Fairhope, but responsibility is vested in the County, the City of Fairhope hereby assumes responsibility of said portions of Main Street pursuant to *Code of Alabama*, §11-49-80(b), in addition to their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope's assumption of responsibility for Main Street is in exchange for the County agreeing that it shall resurface, one time, Main Street from State Highway 104 north approximately 1,200 feet with a minimum one and a half inch (1.5") overlay.

Ordinance No. _____
Page -3-

The Baldwin County Commission and the City of Fairhope respectively acknowledge and agree that this one-time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance. The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge for being relieved of the burden of the control, management, supervision, repair, maintenance, and improvement of the road described herein.

Section 5. This ordinance shall be published as provided by law, and a certified copy of the same, together with a certified copy of the resolution and petition of the Baldwin County Commission, shall be filed with the Probate Judge of Baldwin County, Alabama.

Section 6. If any part, section or subdivision of this ordinance shall be held to be illegal, invalid, or unenforceable for any reason, such holding shall not be construed to invalidate or impair the remaining provisions of this ordinance, which shall continue in full force and effect notwithstanding such holding.

ADOPTED THIS THE 23RD DAY OF AUGUST, 2021

JACK BURRELL
Council President

Attest:

LISA A. HANKS, MMC
City Clerk

ADOPTED THIS THE 23RD DAY OF AUGUST, 2021

SHERRY SULLIVAN
Mayor

RESOLUTION NO. 2021-107

**RESOLUTION OF THE COUNTY COMMISSION
OF BALDWIN COUNTY, ALABAMA,
AUTHORIZING ANNEXATION AND TRANSFER OF RESPONSIBILITY
FOR A PORTION OF MAIN STREET
FROM BALDWIN COUNTY TO THE CITY OF FAIRHOPE**

WHEREAS, Main Street, also known as County Road 98 Scenic Route, from State Highway 104 north approximately 1,200 feet (hereinafter "Main Street"), is a road or road segment inside or abutting the corporate limits of the City of Fairhope; and

WHEREAS, Main Street includes all improvements within the right-of-way such as, but not limited to, the road, drainage structures, signs, trails, sidewalks, etc.; and

WHEREAS, an accurate description of Main Street is attached hereto as Exhibit "A" and incorporated herein; and

WHEREAS, the portion of Main Street that is not already the responsibility of the City of Fairhope has been County maintained for a period of one (1) year prior to the effective date of this instrument; and

WHEREAS, Main Street is located within the City of Fairhope but responsibility is vested in the County; and

WHEREAS, in order to clarify and simplify the City of Fairhope's assumption of responsibility for Main Street in accordance with *Code of Alabama*, §11-49-80(b), (c) and (d), the Baldwin County Commission is submitting its consent and petition to the City of Fairhope to annex Main Street and assume the responsibility thereof; and

WHEREAS, the City of Fairhope desires to assume responsibility for Main Street, to the extent it is not already maintaining portions thereof, in order to facilitate the orderly development and maintenance of this area and its corporate limits.

NOW, THEREFORE, BE IT RESOLVED by the Baldwin County Commission as follows:

Section 1. That Baldwin County hereby consents to and petitions for the annexation of Main Street by the City of Fairhope pursuant to *Code of Alabama*, §11-49-80(c), and (d) and §11-42-20 to 24.

Section 2. To the extent that portions of Main Street, if any, are already located within the corporate limits of City of Fairhope, but responsibility is vested in the County, the Baldwin County Commission hereby consents to the assumption of responsibility of said portion or portions of Main Street by the City of Fairhope, pursuant to *Code of Alabama*, §11-49-80(b), in addition to

their annexation or re-annexation as described herein. In accordance with *Code of Alabama*, §11-49-81, the City of Fairhope's assumption of responsibility for Main Street is in exchange for the County agreeing that it shall resurface, one time, Main Street from State Highway 104 north approximately 1,200 feet with a minimum one and a half inch (1.5") overlay. The Baldwin County Commission and the City of Fairhope respectively acknowledge and agree that this one time resurfacing has been scheduled to occur as soon as possible as consideration for this transfer, and may be completed prior to the transfer of maintenance.

Section 3. The Baldwin County Commission and the City of Fairhope agree that said consideration is a reasonable charge.

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

ADOPTED and **APPROVED** by the County Commission of Baldwin County, Alabama, on the 3rd day of August, 2021.



BALDWIN COUNTY COMMISSION

By: _____

A handwritten signature in blue ink, appearing to read "Joe Davis, III", written over a horizontal line.

JOE DAVIS, III

Its: Chairman

ATTEST:

A handwritten signature in blue ink, appearing to read "Wayne Dyess", written over a horizontal line.

WAYNE DYESS

County Administrator

EXHIBIT "A"

A part of the Southwest Quarter of Section 5, Township 6 South, Range 2 East and part of Grant Section 8, Township 6 South, Range 2 East, Baldwin County, Alabama and being more fully described as follows:

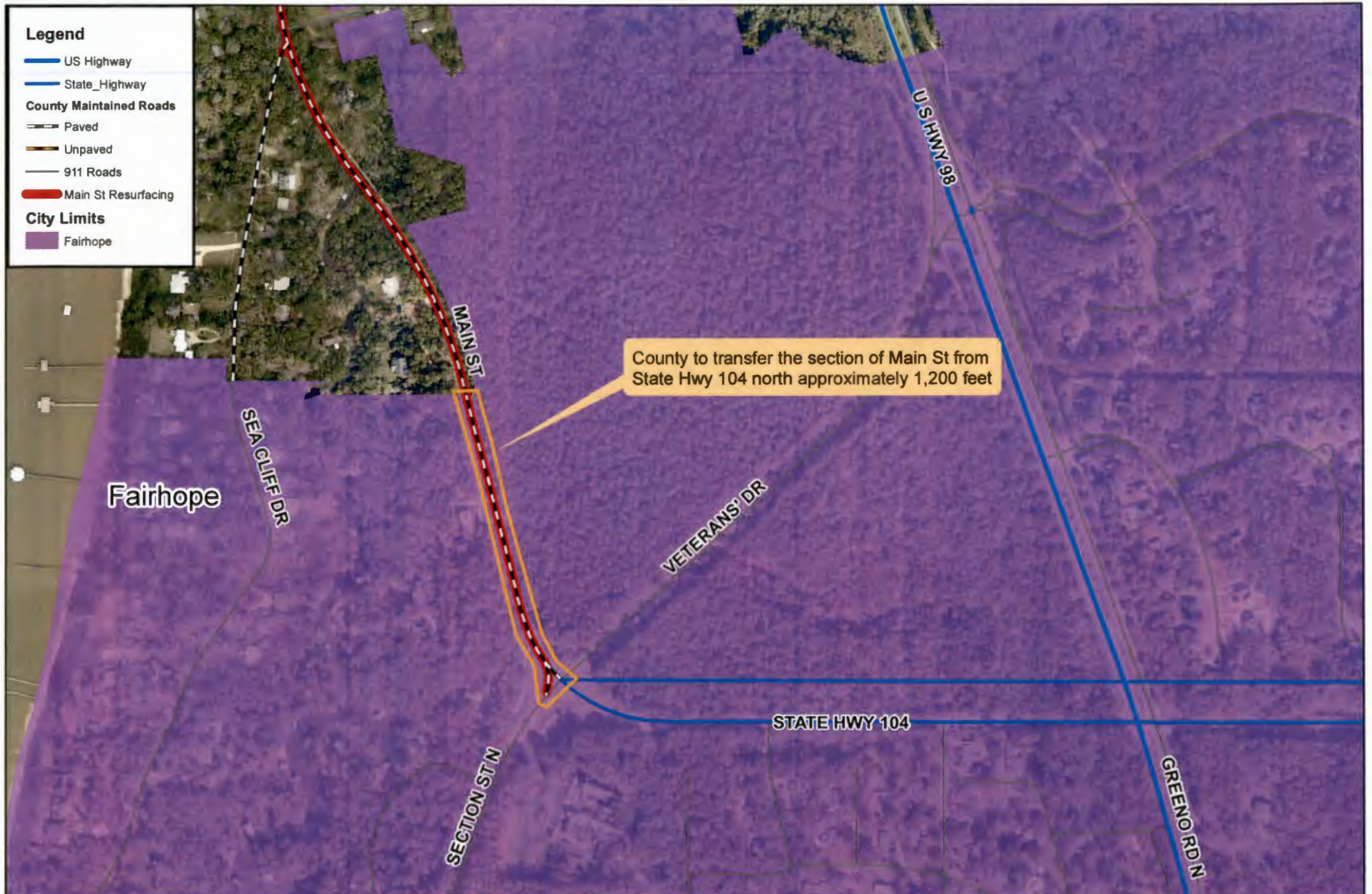
It is the intent to convey unto the City of Fairhope, Alabama, any and all right and title to that portion of the right-of-way owned and maintained by Baldwin County along Main Street, also known as County Road 98 Scenic Route, formerly known as U. S. Highway 98, State Route 42 and State Route 104, beginning at the current west right-of-way line of State Route 104 running north approximately 1,200 feet. Including all improvements within the right-of-way such as, but not limited to the road, drainage structures, signs, trails, sidewalks, etc. Said right-of-way being quitclaimed is part of property conveyed in Deed Book 24 at page 619 and Deed Book 65 at page 106. It is also the intent to convey any and all prescriptive right-of-way that Baldwin County, Alabama may own.

Subject to any reservations, restrictions, exceptions, and encumbrances of record.

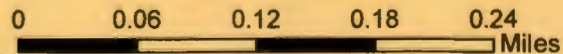


Legend

- US Highway
- State_Highway
- County Maintained Roads
 - Paved
 - Unpaved
 - 911 Roads
- Main St Resurfacing
- City Limits
 - Fairhope



**Main St Resurfacing
Exhibit A**




Sherry Sullivan
Mayor



Richard D. Johnson, PE
Public Works Director

Memorandum

From: Richard D. Johnson; PE 
To: Mayor Sherry Sullivan
CC: PW, City Clerk, File
Date: July 1, 2021
Subject: Request for Road Annexation, Acceptance & Maintenance – Baldwin County Commission – Actionable Item for the City Council

Mayor Wilson:

The City has received a request from the Baldwin County Commission through the Baldwin County Engineer to accept and take over maintenance of the following road segment wholly contained within the corporate limits of the City of Fairhope:

1. 1200 Linear Feet of Scenic Highway 98 (aka Main Street) from the intersection of Section Street, Veterans Drive and Homestead Drive (City Highway 104) north 1200 feet along the road centerline (correlates with the north property line of 22301 Main Street) – Note: Fly Creek Bridge is not within this segment under consideration.

Prior to the acceptance and maintenance being finalized, the County has agreed to resurface (one time) this road segment with a minimum 1 ½ inch asphalt overlay. This road segments is completely encompassed by the City and by code we have an obligation to accept them as City-Maintained Streets. With the County agreeing to resurface them prior to conveyance, it removes any short-term maintenance liabilities.

I am supportive of the City Council considering the request from the County for annexation, acceptance and maintenance of this road segment. With your concurrence, I will submit it to be placed on the next available Council Agenda.

Thank you in advance in your assistance in this matter.

Yours,

RDJ

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 522:
CREATION OF A PARKING AUTHORITY OR
PARKING COMMITTEE AND ITS MEMBERSHIP,
QUALIFICATIONS, AND TERMS

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

Section 1. The Code of Ordinances, City of Fairhope, Alabama, Ordinance No. 522, Chapter 20, Article II, Parking, Section 20-31: -Same—Created; membership, qualifications, terms is hereby amended to reflect the following changes and additions:

Amend the following:

Section 20-31. -Same—Created; membership, qualifications, terms.

(a) There us hereby created a Parking Authority or Parking Committec by the City Council with respect to the development, creation, operation, and general supervision of any and all matters related to public parking. Said Parking Authority or Committee shall be composed of seven (7) members. All such members shall be either a resident of Fairhope, own a business in the Central Business District of Fairhope or be employed by an educational institution adjacent to the Central Business District.

(b) All members of the Parking Authority or Committee shall serve for terms of four (4) years.

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

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

ADOPTED AND APPROVED THIS 23RD DAY OF AUGUST, 2021

Jack Burrell, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

ADOPTED AND APPROVED THIS 23RD DAY OF AUGUST, 2021

Sherry Sullivan, Mayor

Sec. 20-31. - Same—Created; membership, qualifications, terms.

- (a) There is hereby created a parking authority or parking committee by the city council with respect to the development, creation, operation and general supervision of any and all matters related to public parking. Said parking authority or committee shall be composed of seven (7) members. All such members shall be residents of the city, and over the age of twenty-one (21) years.
- (b) Insofar as is nearly mathematically possible, of the members first appointed, one-third shall be appointed for a term of two (2) years, one-third for a term of three (3) years and one-third for a term of four (4) years. Thereafter, all members of the parking authority or committee shall serve for terms of four (4) years.

(Ord. No. 522, § 2, 1-28-74)

ORDINANCE NO. 522

AN ORDINANCE, TO PROVIDE FOR THE PLANNING, DESIGN, LOCATION, FINANCING, ACQUISITION OF PROPERTY FOR, CONSTRUCTION, ALTERATION, ENLARGEMENT, USE, MAINTENANCE, OPERATION, AND FOSTERING OF OFF-STREET AUTOMOBILE PARKING FACILITIES IN THE CITY OF FAIRHOPE; AND TO CREATE A PARKING AUTHORITY OR PARKING COMMITTEE, PROVIDING FOR ITS MEMBERSHIP, AUTHORITIES AND DUTIES.

SECTION 1: It is hereby determined and declared that in the City of Fairhope the free circulation of traffic of all kinds through the streets of said City is necessary to the health, safety and general welfare of the public; that in recent years, the greatly increased use by the public of motor vehicles of all kinds has caused serious traffic congestion in the streets of said City; that the parking of motor vehicles in the streets has contributed to this congestion; that such congestion prevents the free flow of traffic in, through and from the City of Fairhope and impedes the rapid and effective fighting of fires and disposition of its Police Force, threatens irreparable loss in the values of urban property within the City which can no longer be readily reached by vehicular traffic and endangers the health, safety and welfare of the general public; that this traffic congestion is not capable of being adequately abated except by provisions of sufficient off-street parking facilities; that adequate off-street parking facilities have not been provided and parking spaces now existing must be forthwith supplemented by off-street parking facilities provided by public undertaking; and that the enactment of the provisions of this Ordinance is hereby declared to be a public necessity, which said Ordinance is enacted by authority of a Special Act of the Legislature known as Act No. 1133, and approved by the voters of the municipality of the City of Fairhope, Fairhope, Alabama by special referendum held on December 18, 1973.

SECTION 2: There is hereby created a Parking Authority or Parking Committee by the Mayor and City Council of the City of Fairhope with respect to the development, creation, operation and general supervision of any and all matters related to public parking. Said Parking Committee shall be composed of seven (7) members, and all such members shall be residents of the City of Fairhope, Alabama and over the age of 21 years.

Insofar as is nearly mathematically possible, of the members first appointed under this Ordinance, one-third shall be appointed for a term of two years, one-third for a term of three years and one-third for a term of four years. Thereafter, all members of the Committee or Parking Authority shall serve for terms of four years.

SECTION 3: The Parking Authority or Parking Committee created by this Ordinance, is hereby authorized and empowered to acquire, receive, take and hold, whether by purchase, gift, lease, devised, (or condemnation but only after being approved by resolution of the Mayor and Council of the City of Fairhope), or otherwise, property of every description, whether real, personal or mixed, and to manage said property and to develop any undeveloped property owned, leased or controlled by such Parking Authority for the purposes hereinafter set out; to execute such contracts and other instruments and to take such other actions as may be necessary and convenient to carry out the provisions of this Ordinance or to exercise the power granted hereunder; to plan, establish, acquire, construct, enlarge, improve, maintain, equip, operate and regulate and protect the said Parking Facilities.

SECTION 4: The Parking Authority or Parking Committee created hereunder shall see to the maintenance of said Parking Facility or Facilities, and carry all proper insurance (including liability insurance), with the respect thereto, the estimated costs of maintaining the Parking Facility in good repair and keeping it properly insured.

SECTION 5: The Parking Authority or Parking Board created hereunder, shall use the revenue for the rentals of the Parking Facility or Facilities, to pay the costs of the acquisition of the said property, to pay the costs of maintaining the Parking Facility or Facilities and keeping the same in good repair and keeping the property insured, and any net revenues over and above the said costs of acquisition of properties and the maintenance and operation of the Facility or Facilities and insurance for same, shall be paid over to the City of Fairhope, to its general fund.

SECTION 6: All property and income of the Authority shall be exempt from all State, County, Municipal and other local taxation; provided, however, this exemption shall not be construed to exempt concessionaires, licensees, tenants, operators or lessees of or on any Parking Facility owned by the Authority for the payment of any taxes, including license or privilege taxes levied by the State, County or any Municipality in the State.

SECTION 7: If any Section, provision, or clause of this Ordinance shall be declared invalid or unconstitutional, by any Court of competent jurisdiction, such declaration shall not affect the part or parts which remain.

This Ordinance shall become effective upon its due adoption, and publication as required by law.

ADOPTED THIS THE 28th DAY OF January, 1974.

[Signature]
MAYOR

ATTEST:

[Signature]
CITY CLERK

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Fairhope City Council hereby authorizes Mayor Sherry Sullivan to execute the Agreement of Sale between the City of Fairhope and Wal-Mart Stores East, LP for the acquisition of 12 acres, more or less, together with all improvements thereon, easements and rights appurtenant thereto and all of Wal-Mart's right, title, and interest in any public rights-of-way adjoining the property; and to execute and negotiate all documents necessary to complete the closing and to acquire title on behalf of the City pursuant to the Agreement of Sale.

Adopted on this 23rd day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

AGREEMENT OF SALE

This AGREEMENT OF SALE ("Agreement") is dated as of _____ (the "Effective Date"), between **WAL-MART STORES EAST, LP**, a Delaware limited partnership, with an address of 2608 SE J Street, Bentonville, Arkansas 72716 ("Seller" or "Wal-Mart"); and **THE CITY OF FAIRHOPE, ALABAMA**, with an address of 161 North Section Street, Fairhope, Alabama 36532 ("Purchaser").

W I T N E S S E T H:

That in consideration of the covenants and agreements of the respective parties as hereinafter set forth, Wal-Mart shall sell and Purchaser shall purchase Wal-Mart's rights in and to Wal-Mart's leasehold interest regarding a certain tract of land identified as the "Property" on the Site Plan on Exhibit "A", attached hereto and made a part hereof, and as legally described on Exhibit "B", attached hereto and made a part hereof, located in or near the City of Fairhope, Baldwin County, Alabama, containing 12 ACRES, more or less, together with all improvements thereon, easements and rights appurtenant thereto and all of Wal-Mart's right, title, and interest in any public rights-of-way adjoining the property (with the land collectively called the "Property").

The following terms, provisions, and conditions are further agreed to:

1. Donation. Wal-Mart shall sell and assign Wal-Mart's leasehold interest in and to the Property to Purchaser as a charitable donation to Purchaser. Consequently, the purchase price for Wal-Mart's leasehold interest in and to the Property shall be ONE HUNDRED AND NO/100 DOLLARS (\$100.00).
2. ALTA Survey and As-Built Survey.
 - (a) Purchaser, at Purchaser's sole responsibility and expense, shall obtain a current survey of the Property made in accordance with the "Minimum Standard Detail Requirements for ALTA Land Title Surveys, Urban Classification" prepared by a registered/licensed surveyor, certified to Purchaser, Seller and Title Company in a form substantially similar to that attached hereto as Exhibit "C" ("Survey"), no later than forty-five (45) days prior to Closing. Within five (5) days after Purchaser receives the Survey, Purchaser shall furnish a copy of the Survey to both Wal-Mart and the Title Company.
 - (b) Purchaser, at Purchaser's sole responsibility and expense, shall obtain and deliver to Wal-Mart an as-built survey no later than sixty (60) days following the completion of Purchaser's improvements. Said as-built survey shall depict the improvements on the Property and any encroachments, including utilities, on Wal-Mart's adjacent parcel. This section shall survive Closing.
3. Title Insurance and Objections to Title and Survey.

- (a) Purchaser shall, at Purchaser's sole cost and expense and no later than fifteen (15) days after the Effective Date, order from National Title Group ("Title Company"), represented by Denise Bell, Tel: (214) 520-9999, Email: denise.bell@nationaltitlegroup.com a standard form ALTA Owner's Title Commitment ("Commitment") covering the Property and issued by the Title Company. Title Company shall issue a title insurance policy for the Property at Closing. The premium of the title insurance policy, and all fees associated therewith shall be paid by Purchaser. The expense of additional/extended coverage or endorsements or the deletion of standard pre-printed exceptions, if any, shall be the sole responsibility of Purchaser; provided, however, Seller shall reasonably cooperate with Purchaser and Title Company to cause any such pre-printed exceptions to be deleted, such as by providing a seller's affidavit to Title Company at Closing in a form acceptable to Seller in Seller's sole and absolute discretion. If this Agreement terminates as a result of Purchaser's Default or by Purchaser's election as otherwise set forth herein, then Purchaser shall be responsible for any cancellation fees charged by the Title Company.
- (b) Within ten (10) days after Purchaser receives the Commitment (along with supporting documents) and the Survey, Purchaser may furnish Seller a written statement of objections to title or survey matters affecting the Property, it being understood that title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the time of Closing shall not be deemed to make the Commitment unacceptable, provided Seller satisfies such liens at Closing if then due, whether through the payment of money or the execution of a seller's affidavit with the Title Company. If no written objection is raised by Purchaser within the aforesaid period, then no objection to title or survey matters shall be raised on or before Closing hereunder, provided always that the state and condition of such title or survey matters has not suffered any materially adverse change between the date of said Commitment and Survey and the date of Closing;
- (c) If written objection shall be raised by Purchaser within said ten (10) days, Seller shall within thirty (30) days of receipt of Purchaser's written objection:
- (i) notify Purchaser in writing that Seller is unable or unwilling to remove or satisfy the matters raised in Purchaser's written objection, in which case Purchaser may elect by written notice to Seller within five (5) business days thereafter to terminate this Agreement, or be deemed to have waived such objections; or
- (ii) notify Purchaser of Seller's intent to remove or satisfy the objections within such additional time as may reasonably be required by Seller to effect such removal or satisfaction, in which case Seller may be entitled to an appropriate extension of the Closing. Within five (5) days of receipt of Seller's election to cure objections, Purchaser may notify Seller in writing of its election to terminate this Agreement,

or otherwise be deemed to have consented to such extension of time to cure in favor of Seller; and

(iii) Seller's failure to provide notice within thirty (30) days of receipt of Purchaser's written objection shall be deemed Seller's election pursuant to subsection (i) above, not to commit to cure such disapproved matters.

- (d) Upon a materially adverse change between the Survey provided as referenced in Section 2 and a subsequent update, and/or upon a materially adverse change between the Commitment provided as referenced in this Section 3 and a subsequent update ("New Matters"), Purchaser's written objections as to the New Matters shall be furnished to Seller within five (5) days of Purchaser's receipt of such updated materials and the objection process of this Section 3 shall duly apply.

4. Bill of Sale; Property Restrictions. Prior to Closing, Wal-Mart shall deliver to Title Company a warranty bill of sale (the "Bill of Sale") conveying all Wal-Mart's leasehold interest in and to the Property to be filed of record and incorporating the covenants, conditions, restrictions and approval rights set forth in Section 5 of this Agreement ("Restrictions"). Said Bill of Sale shall be in substantially the same form as attached as Exhibit "D". Upon Closing, Title Company shall record the Bill of Sale and other recordable documents as may be delivered in connection with the Closing. It is further understood and agreed that the Restrictions shall be inserted by the Purchaser under this Agreement in every deed, bill of sale, assignment, or ground lease to be delivered by it conveying lots or plots or other portions of the Property or any interest therein and that such insertions of such Restrictions in such deed, bill of sale, assignment, or ground lease shall be deemed a part of the consideration of this Agreement.

5. Restrictions/Development Plan. With respect to Restrictions to be placed on the Property, and with respect to the Development Plan, Wal-Mart and Purchaser hereby agree to the following:

- (a) (i) Purchaser covenants that the Property shall only be used by single tenant users for purposes of the kind typically found in shopping centers, including, but not limited to, offices, restaurants, retail shops, police precincts, and/or other public uses as set forth on Exhibit "E"; no building with multiple tenants shall be permitted on the Property;
- (ii) Notwithstanding the foregoing, Purchaser covenants that it shall open and operate for one (1) day as a police precinct on the Property prior to the building on the Property being utilized in the future for another use;
- (b) The Property shall not be used for or in support of the following, either directly or indirectly via remote operation or distribution (such as remote internet fulfillment center or locations, locker, grocery drive-through, grocery home shopping pickups, mail order, or similar pick-up facility):
- (i) a Discount Store (defined below), wholesale membership/warehouse club, Grocery Store/Supermarket (defined below), a pharmacy/drug store;

- (ii) gas station, quick lube/oil change facility, automobile tire sales;
- (iii) a variety, general, “dollar” type store;
- (iv) movie theater or bowling alley;
- (v) health spa/fitness center greater than three thousand (3,000) square feet;
- (vi) primary or urgent care medical facility;
- (vii) any lockers, lock-boxes or other type of storage system that is used to receive or store merchandise from a catalog or online retailer;
- (viii) operating a fulfillment facility in connection with selling, receiving, storing or distributing merchandise from a catalog or online retailer, including an Internet Fulfillment Center (defined below);
- (ix) any collateral use (e.g. parking, drainage or service drives) in support of any of the foregoing uses; or
- (x) any combination of the foregoing uses (collectively the “Property Restrictions”).

As used in the above:

1. A “Discount Store” as used herein shall mean a store that sells a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Walmart.
2. A “Grocery Store/Supermarket” as used herein shall mean a food store or food department that sells food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products or any grocery products normally sold in such stores or departments.
3. An “Internet Fulfillment Center” shall mean any space within the Property, including without limitation, facilities such as lockers, outposts, pods, dedicated floor or parking spaces, or similar drop off/pick up locations or facilities utilized by any person or entity to sell, fulfill, store, deliver, exchange, transfer, convey, or otherwise distribute or receive products the sale of which originated outside the Property and that result from orders placed remotely within or outside

the Property over the internet, phone service, mail order, or other means by any person or entity. A business may operate an Internet Fulfillment Center if such business is also open to the public for on-site sales of goods or services (“On-Site Business”) and maintains at least seventy-five percent (75%) of the products distributed from such Internet Fulfillment Center on site and available for immediate purchase (i.e. such products are in stock). For clarity, an On-Site Business may not allow drop off/pick up locations for another retailer or third party as such use would violate the Internet Fulfillment Center restriction.

(c) In addition, the Property shall not be used for or in support of the following:

(i) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), “adult” business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials

(ii) pawn shop, bar, night club, gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption;

(iii) any business that cashes checks or makes short-term or “payday advance” type loans (but not excluding the regular business of any bank or financial institution insured by F.D.I.C. or mortgage brokerage firm or other similar business providing long-term, mortgage type loans);

(iv) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant; or

(v) involuntary human detention or incarceration; provided, however, any involuntary human detention or incarceration in connection with the Property’s operation as a police precinct or related use shall be permissible (collectively, the “Noxious Use Restrictions”).

- (d) Purchaser further covenants that, unless otherwise approved by Wal-Mart in writing in accordance with Section 5(g) below, only one building may be erected on the Property, which building, so long as the applicable parking ratio required herein is met, shall not exceed five thousand (5,000) square feet in floor size or thirty-five (35) feet in height, as measured from the finished floor elevation of the Property (provided that architectural features such as sign parapets and similar decorative facilities may be used as long as they do not exceed forty (40) feet in height above finished floor elevation and shall not exceed in the aggregate twenty percent (20%) in area of any building facade). Notwithstanding the foregoing, any covered parking areas affixed to such building shall not be included in the five thousand (5,000) square foot calculation, and Purchaser shall have the option to construct additional structures on the Property so long as (i) such additional structure(s) is/are approved by Wal-Mart in accordance with Section 5(g) below, and (ii) such additional structure(s) is/are an ancillary structure related to the aforementioned building and/or relates to one of the Intended Uses (defined below) as set forth on Exhibit "E" attached hereto. The provisions of this Section 5(d) shall survive the Closing;
- (e) Purchaser covenants that there shall be not less than four (4) parking spaces for every one thousand (1,000) square feet of floor building area thereon;
- (f) Purchaser further covenants that: (i) only signs advertising business located on the Property may be erected thereon; (ii) signs located on the Property shall not contain images or words that are offensive to the ordinary reasonable person (whether cloaked in images, words, or phrases carrying double meanings); (iii) the Property and all improvements erected or constructed thereon shall be maintained in good condition and repair; (iv) any portion of the exterior of any building constructed on the Property that is visible from the public right-of-way shall not be constructed of metal; and (v) the trash enclosure shall be constructed of masonry materials or otherwise not visible from the public right-of-way;
- (g) Wal-Mart reserves the right to approve, prior to commencement of any construction by Purchaser of any buildings or improvements on the Property or on Wal-Mart's property adjacent to the Property, Purchaser's: (i) site plans including setbacks from lot lines, location and dimensions of parking areas and spaces, driveways and service areas, placement of building(s) and other improvements including square footage of building(s), location of masonry trash enclosure, stop signs and bars at all curb cuts, and the location of existing Wal-Mart signage (if any) on or adjacent to the Property; (ii) utility plans including all utility connections (including electric and telephone); (iii) grading plans including storm water management and detailed elevations; (iv) erosion and sediment control plans including rock construction entrances (to be in place prior to any construction), silt fence (to be in place prior to any construction) and other erosion controls required on the Property; (v) exterior elevations of the front, back, and both sides of the building(s), including height; (vi) exterior signage plans indicating the dimensions of exterior pylon or

monument signage and the design of the sign panel(s) to be placed onto the sign structure; (vii) demolition plan; (viii) landscaping and irrigation plan, including landscaping on the Property and to be installed on that area adjacent to the Property (collectively the “Development Plan”). Said Development Plan shall include all construction activities immediately adjacent to the Property on Wal-Mart’s property. Said Development Plan is to be prepared by certified/licensed architects and/or engineers and shall conform to the restrictions set forth above. Purchaser shall deliver full-sized plans of the said Development Plan to Wal-Mart for its approval. Wal-Mart shall have thirty (30) days after receipt of the Development Plan from Purchaser to approve or disapprove the Development Plan in writing, provided, however, that Purchaser shall have exclusive control over the means and methods of implementing such plans and specifications and by its right of approval Wal-Mart shall not have nor assume any operational control over such plans and specifications for purposes of compliance with any Storm Water Requirements. If the Development Plan is disapproved, Wal-Mart shall give the reasons for such disapproval, and Purchaser shall resubmit to Wal-Mart a revised Development Plan incorporating Wal-Mart’s suggested revisions within thirty (30) days from the date of Purchaser’s receipt of Wal-Mart’s disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved;

- (h) Wal-Mart reserves unto itself and its affiliates a perpetual sign easement over, under and on the Property for the installation, operation, maintenance, repair and replacement of a remote pylon or monument sign, if and only if such pylon or monument sign exists at Closing, together with a non-exclusive right of ingress and egress for activities associated with Wal-Mart’s operation of said easement area. Wal-Mart further reserves unto itself, its successors and assigns, a perpetual easement over, under and on the Property for the installation, maintenance, repair and placement of any existing access areas, utilities or storm water drainage, if and only if such access areas or utilities serve adjacent property at Closing, together with a non-exclusive right of ingress and egress for activities associated with Wal-Mart’s use of said easement area. If Purchaser encounters any existing utility lines or pipes on the Property that Purchaser or Wal-Mart determine need to be relocated, Purchaser shall relocate said lines/pipes at its own expense and to a location reasonably acceptable to Wal-Mart, and shall not disrupt utility services to the business conducted on Wal-Mart’s adjacent land during relocation; and
- (i) Purchaser further covenants that any construction activities on the Property between October 31st and December 31st of any given year shall not detrimentally impact or interfere with traffic entering or leaving Wal-Mart’s facilities.
- (j) All such covenants, conditions, restrictions, the Property Restrictions, and approval rights shall remain in effect for a period of fifty (50) years from the recording of the Bill of Sale. The Noxious Use Restrictions shall be perpetual unless applicable law prohibits a perpetual restriction, in which case the Noxious Use Restrictions shall remain in effect for the maximum amount of time allowed by law but in no

event fewer than ninety-nine (99) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Purchaser or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Wal-Mart, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations, including without limitation damages incurred by Wal-Mart, or an affiliated entity, concerning the business conducted on the land adjacent to the Property.

6. Condition of Property. Notwithstanding anything to the contrary contained in this Agreement, it is expressly understood and agreed that Purchaser is buying Wal-Mart's leasehold interest in and to the Property **"AS IS" AND "WHERE IS" AS OF THE TIME OF CLOSING, AND WITH ALL FAULTS AND DEFECTS, LATENT OR OTHERWISE, AND THAT WAL-MART IS MAKING NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, WITH RESPECT TO THE QUALITY, PHYSICAL CONDITIONS OR VALUE OF THE PROPERTY, THE PROPERTY'S HABITABILITY, SUITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THE PRESENCE OR ABSENCE OF CONDITIONS ON THE PROPERTY THAT COULD GIVE RISE TO A CLAIM FOR PERSONAL INJURY, PROPERTY OR NATURAL RESOURCE DAMAGES; THE PRESENCE OF HAZARDOUS OR TOXIC SUBSTANCES, MATERIALS OR WASTE, SUBSTANCES, CONTAMINANTS, OR POLLUTANTS ON, UNDER OR ABOUT THE PROPERTY; OR THE INCOME OR EXPENSES FROM OR OF THE PROPERTY.** This Section shall survive the Closing or earlier termination of the Agreement.

7. Taxes, Assessments, and Lease Payments. Real property taxes and lease payments for the then current tax year shall be prorated as of the date of Closing. Purchaser is responsible for real property taxes due on and after the date of Closing. If the Closing shall occur before the tax rate is fixed on the then-current tax year, the proration of real property taxes shall be upon the basis of the tax rate for the preceding year applied to the latest assessed valuation. If real property taxes for the Property are not separately assessed and are a part of Wal-Mart's larger tract, the proration of taxes shall be a credit to Wal-Mart at Closing. All prorations shall be adjusted between the parties based on actual taxes and lease payment for the year in which the Closing occurs at the time that such actual taxes and lease payment are determined. Wal-Mart shall pay assessments and charges for improvements, either general or special (including roll-back taxes), which have been assessed and billed prior to the date of Closing. Purchaser shall pay all other assessments and charges. This Section shall survive the Closing.

8. Transfer Taxes, Revenue Stamps and Fees. The expense and cost of all state, county and local documentary or revenue stamps, transfer, sales and other "transfer taxes" (including sales taxes on brokerage commissions, if any), and closing fees, if applicable, relating to the sale of the Property shall be the sole cost and responsibility of Purchaser and paid on the

date of Closing. Any impact, user, standby, connection, or other tax, obligation or fee related to the Property or its development shall be at the sole cost and responsibility of Purchaser.

9. Default. With respect to default, Wal-Mart and Purchaser hereby agree to the following:

- (a) If Purchaser fails or refuses to comply fully with the terms of this Agreement for any reason, Wal-Mart may, at its option, either (i) rescind this Agreement, or (ii) pursue any other legal or equitable remedy, including, without limitation, a suit for specific performance.
- (b) If Wal-Mart fails or refuses to comply fully with the terms of this Agreement for any reason, Purchaser may, at its option, either (i) rescind this Agreement, or (ii) pursue any other legal or equitable remedy, including, without limitation, a suit for specific performance.

10. Right of Entry. At any time prior to the Closing, and at Purchaser's sole cost and responsibility, Purchaser or its authorized agents shall have the right to enter upon the Property for any lawful purpose, including, without limitation, conducting the Survey as contemplated by this Agreement and any other site analyses, test borings, and engineering studies. To the extent permissible by law, Purchaser agrees to defend, indemnify and hold harmless Wal-Mart from any damages or liability to persons or property that might arise therefrom, and Purchaser agrees to repair at its sole cost and responsibility, or pay to Wal-Mart the cost of, any damages caused to the Property by such entry. Purchaser hereby warrants and represents to Wal-Mart that Purchaser, in exercising its rights under this Agreement, shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations. In addition to the other representations contained herein, Purchaser hereby warrants and represents to Wal-Mart that Purchaser shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations or approvals or other requirements relating to storm water discharges or the control of erosion or sediment discharges from construction projects, including but not limited to the Clean Water Act, 33 U.S.C. § 1251 et seq., and the Storm Water General Permit for Discharges Associated with Construction Activities (collectively the "Storm Water Requirements") (including without limitation preparing a Storm Water Pollution Prevention Plan (if applicable) to avoid negatively impacting any erosion or sediment controls during earth-disturbing activities, if any) in exercising any rights or privileges under this Agreement, Purchaser recognizing and affirming Wal-Mart would not enter into this Agreement without this warranty and representation from Purchaser. Furthermore, Purchaser hereby warrants and represents to Wal-Mart that Purchaser has a policy to (i) comply in all respects with all immigration laws, statutes, rules, codes and regulations, (ii) properly maintain all records required by the United States Citizenship and Immigration Services (the "USCIS"), including, without limitation, the completion and maintenance of the Form I-9 for each of Purchaser's employees, and (iii) respond in a timely fashion to any inspection requests related to such I-9 Forms. Purchaser warrants and represents it has a policy to fully cooperate in all respects with any audit, inquiry, inspection or investigation that may be conducted by the USCIS of Purchaser or any of its employees. Purchaser warrants and represents to Wal-Mart it has a policy to conduct an annual audit of the I-9 Forms for its

employees and has a policy to promptly correct any defects or deficiencies which are identified as a result of such audit. Wal-Mart may, in its sole discretion, terminate this Agreement immediately if, at any time during this Agreement, (x) Wal-Mart obtains actual knowledge of Purchaser's violation or breach of any provision of this Section; or (y) the USCIS determines that Purchaser has not complied with any of the immigration laws, statutes, rules, codes and regulations of the United States with regard to Purchaser's early entry upon the Property. The parties agree that Purchaser's breach of this Section shall be considered a default under the terms of this Agreement. Purchaser warrants and represents it has a policy to require all subcontractors performing any work for Purchaser to comply with the covenants set forth in this Section. Purchaser recognizes and affirms Wal-Mart would not enter into this Agreement if Purchaser did not have such policies. Wal-Mart is without obligation to investigate or determine compliance by Purchaser with each warranty and representation contained in this Agreement and the phrase "actual knowledge" shall refer solely to the actual knowledge of the employee(s) of Wal-Mart directly involved in the sale of the Property. This Section shall survive the Closing or earlier termination of this Agreement.

11. Assignment. Purchaser shall not assign this Agreement or any right granted herein without the written consent of Wal-Mart, however Purchaser shall be expressly permitted to assign to an entity of which Purchaser holds a majority or controlling interest, provided Purchaser shall provide Wal-Mart with an exact copy of the document(s) concerning such assignment **no later than fifteen (15) days prior to Closing**. No assignment shall relieve or release Purchaser of any obligation under this Agreement. Moreover, Wal-Mart shall have the express right to assign or transfer its interest to a parent company, affiliate, subsidiary, or related company.

12. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or nationally recognized overnight courier, and shall be considered given upon receipt, addressed as follows (other information in italics is for informational purposes only, and shall not be considered for notice purposes) (except that title objection letters and response letters pursuant to Section 3(b)-(d) shall be allowed to be delivered via e-mail to the e-mail address(es) listed herein, and shall be considered delivered the same day if sent prior to 5:00pm CST, or if sent after 5:00pm CST delivery shall be considered to be the following business day):

If to Seller:

WAL-MART STORES EAST, L.P.
2608 SE J Street
Bentonville, AR 72716
Attn: Chris McKissack
Tel: (479) 277-0969
E-Mail: Chris.McKissack@walmart.com

With a copy to:

KUTAK ROCK LLP
5111 W JB Hunt Drive, Ste. 300
Rogers, AR 72758
Attn: William J. Swartzwelder
Tel: (479) 250-9706
E-Mail: William.Swartzwelder@kutakrock.com

If to Purchaser:

THE CITY OF FAIRHOPE, ALABAMA
P.O. Drawer 429
Fairhope, AL 36533
Attn: Sherry Sullivan, Mayor
Tel: (251) 422-0669
E-Mail: sherry.sullivan@fairhopeal.gov

With a copy to:

HAND ARENDALL HARRISON SALE LLC
71 N. Section Street, Suite B
Fairhope, AL 36532
Attn: Christopher S. Williams, Esq.
Tel: (251) 694-6233
E-Mail: cwilliams@handfirm.com

Either party may at any time change its address for notification purposes by written notice to the other party setting forth the new address, and such new address shall be effective ten (10) days after such notice is given.

13. Conditions Precedent. Purchaser represents and Wal-Mart hereby acknowledges that Purchaser intends to use the Property for a police precinct and other public uses as shown on Exhibit "E" (collectively, the "Intended Use"). Therefore, the purchase contemplated by this Agreement is subject to the following conditions precedent:

- (a) If the Survey discloses any condition which renders the Property unusable for the Intended Use, Purchaser may rescind this Agreement, provided, however, that Purchaser has exercised such rescission right by giving Wal-Mart written notice with evidence of such condition no later than one hundred fifty (150) days following the Effective Date (the "Due Diligence Period");
- (b) Purchaser, with Wal-Mart's assistance but at Purchaser's sole cost and responsibility, being able to obtain the approval of all public and governmental authorities to all matters relating to zoning, subdivision replatting, special or conditional use permits, environmental permits, building permits or similar requirements for the Intended Use, and its signage in accordance with Purchaser's

approved Development Plans and specifications and local municipality standards. Wal-Mart shall have the right to review and approve, in its sole and absolute discretion, any application for subdivision replatting, special or conditional use permits, and/or planned unit development documents. Wal-Mart shall have fifteen (15) days to review the application, and in the event, Wal-Mart disapproves the application, Purchaser may rescind the Agreement. Purchaser covenants to try to obtain such approvals and permits in a diligent and expeditious manner. If Purchaser is unable to obtain such approvals and permits, either Wal-Mart or Purchaser may rescind this Agreement, provided the rescinding party has given the other party written notice no later than ninety (90) days following the expiration of the Due Diligence Period (the "Permit Period"). If Wal-Mart elects to terminate this Agreement pursuant to this Section, then Wal-Mart must give Purchaser written notice thereof, and Purchaser shall have ten (10) days, after receiving Wal-Mart's termination notice, to notify Wal-Mart in writing that Purchaser is willing to waive all contingencies contained in this Section. Purchaser's waiver of the contingencies in this Section, however, does not relieve either Purchaser or Wal-Mart of the other terms and conditions of this Agreement;

- (c) Water, electrical, sanitary sewer, and gas lines being located either on the Property, or on a public right-of-way adjacent thereto, and adequate for the Intended Use. If said utilities are not available as provided in the preceding sentence or are not adequate for the Intended Use, Purchaser may rescind this Agreement; provided, however, that Purchaser has given Wal-Mart written notice of such rescission no later than the expiration of the Due Diligence Period. At the Closing Wal-Mart agrees to use commercially reasonable efforts to obtain at the sole cost and expense of Purchaser non-exclusive perpetual utility easements, over and across Wal-Mart's premises that may be adjacent to the Property, which may be necessary and convenient for Purchaser to make such utility connections to the Property. Said easements shall be at a location mutually acceptable to both Wal-Mart and Purchaser. Purchaser shall be liable for any damages caused to Wal-Mart's premises adjacent to the Property or to any other property or persons by Purchaser's installation, maintenance, repair, and use of any utility lines associated with such easements; and
- (d) If the results of the analyses, test borings, or studies pursuant to this Agreement, disclose that the physical condition of the Property, including the existence of hazardous wastes and toxic substances, will prevent Purchaser from reasonably developing the Property for the Intended Use, Purchaser may rescind this Agreement; provided, however, that Purchaser has notified Wal-Mart in writing with evidence of such unacceptable conditions within fifteen (15) days after Purchaser receives the results of such analyses, borings or engineering studies, but not later than the expiration of the Due Diligence Period.
- (e) Purchaser's delivery to Wal-Mart, within ten (10) days after the expiration of the Due Diligence Period, of the Engineering Letter (as defined below). The

“Engineering Letter” shall mean a letter from Purchaser’s engineer which states substantially as follows: “Through the process of obtaining permits from the City of Fairhope, Alabama, for Purchaser’s project, based on our civil construction documents dated _____, we obtained the pertinent permits to construct the improvements as shown on said plans. By issuing the permits, the City has indicated the project is approved and meets the minimum requirements of the current zoning code. Further, Purchaser has determined that the remaining lot adjacent to Purchaser’s project to be retained by Wal-Mart is in compliance with the current zoning code with regards to landscaping, outdoor sales, parking, size (area), access, and frontage regulations. This letter is being delivered for the benefit of and may be relied upon by Wal-Mart and related entities.

- (f) Notwithstanding any other provision contained in the Agreement, in the event Wal-Mart deems any proposed, existing, or future condition of the approval(s) necessary for Purchaser’s subdivision and development of the Property to unreasonably burden Wal-Mart’s adjacent property, Wal-Mart may elect to terminate this Agreement. In the event Wal-Mart elects to terminate, and Purchaser shall take necessary steps to cease review of any application regarding Purchaser’s subdivision and development of the Property by any authority having jurisdiction.

14. Closing. The Closing shall take place at the office of the Title Company by mail and/or facsimile no later than thirty (30) days following the expiration of the Permit Period (“Closing”). Purchaser shall notify Wal-Mart and Title Company sixty (60) days before Closing of its intention to use a lender or banking institution (“Lender”) in the Closing process. Purchaser shall include in the notice the contact information for such Lender, to include contact name, address and phone number for the Lender.

15. Possession. Wal-Mart will turn over exclusive possession of the Property to Purchaser at the Closing.

16. Storm Water Drainage Permit. If required under local, state, or federal law, prior to any construction activities on the Property, Purchaser shall file a Notice of Intent, where applicable, for coverage under local, state, or federal General Permit for Storm Water Discharges Associated with Construction Activity or similar program. This Section shall survive the Closing.

17. Compliance with Anti-Terrorism Orders. Purchaser and each manager, member, officer, director and shareholder in Purchaser, and all beneficial owners of Purchaser and any such manager, member, officer, director and shareholder (collectively the “Purchaser’s Associates”) are in compliance and will remain in compliance with the requirements of Order No. 13224, 66 Fed. Reg. 49079 (Sept. 25, 2001) (the “Order”) and other similar requirements contained in the rules and regulations of the Office of Foreign Asset Control, U.S. Department of the Treasury (OFAC), and in any enabling legislation or other Executive Orders in respect thereof (the Order and such other rules, regulations, legislation or orders are collectively called the “Orders”). Further, Purchaser and Purchaser’s Associates are not listed on the Specially Designated Nationals and Blocked Persons List maintained by OFAC pursuant to the Order at OFAC’s official website, <http://www.treas.gov/offices/enforcement/ofac/>, or at any replacement website or other

replacement official publication of such list, and/or on any other list of terrorists or terrorist organizations maintained pursuant to any of the rules and regulations of OFAC or pursuant to any other applicable Orders.

18. Broker. Wal-Mart and Purchaser each represent and warrant to the other that no real estate broker, agent, commission salesman, or other person has represented the warranting party in the negotiations for and procurement of this Agreement and of the Property. To the extent permissible by law, each party agrees to defend, indemnify and hold the other hereunder harmless from and against any claim for any such commissions, fees or other form of compensation by any such third party claiming through the indemnifying party, including, without limitation, any and all claims, causes of action, damages, cost and expenses (including reasonable attorney's fees and court costs), associated therewith.

20. Purchaser's Reports. Purchaser hereby agrees to furnish a copy of any survey, soils tests, engineering studies or environmental studies, when they are obtained, and/or any other non-confidential data that they may obtain during the timeframes within this Agreement to Wal-Mart.

21. Condemnation. If, prior to the Closing, all or any part of the Property shall be condemned by governmental or other lawful authority, Purchaser shall have the option of either (i) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (ii) canceling this Agreement, in which event this Agreement shall be terminated with neither party having any rights against the other, and Wal-Mart shall be entitled to any and all condemnation proceeds.

22. Site Maintenance. After Closing, Purchaser shall assume responsibility for all forms of site maintenance, including but not limited to mowing, trash pick-up, and the posting of "No Trespassing" signs. Purchaser shall be responsible for disposing of any "For Sale" signs that may exist on the Property. If the Purchaser shall fail to dispose of such signs, then Wal-Mart, at its sole option, but not obligation, may proceed forthwith to dispose of such signs, and to receive reimbursement from the Purchaser within thirty (30) days after delivery of an invoice for the cost of such disposal. To the extent permissible by law, Purchaser agrees to indemnify and hold harmless Wal-Mart from any damages or liability to persons or property that might arise therefrom. This Section shall survive the Closing.

23. Time of the Essence. Time is expressly declared to be the essence of this Agreement.

24. Final Dates; Days. If the final date of any deadline falls upon a Saturday, Sunday, or holiday recognized by the U. S. Postal Service, then in such event the time of such deadline shall be extended to the next day which is not a Saturday, Sunday, or holiday recognized by the U. S. Postal Service. Wherever in this Agreement the word "days" is used, it shall be considered "calendar days" and not "business days" unless otherwise provided.

25. Entire Agreement. This Agreement contains the entire agreement between Purchaser and Wal-Mart, and there are no other terms, conditions, promises, undertakings, statements or representations, express or implied, concerning the sale contemplated by this Agreement.

26. Headings. The headings to the Sections hereof have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

27. Counterparts. This Agreement, and any modifications, may be executed in one or more counterparts, including by facsimile, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

28. Modifications. The terms of this Agreement may not be amended, waived, or terminated orally, but only by an instrument in writing signed by both Purchaser and Wal-Mart.

29. Attorney's Fees. Wal-Mart and Purchaser agree that if either party brings an action against the other party to enforce the terms hereof or to declare rights hereunder each party shall pay their own attorney's fees and costs incurred therein.

30. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors/heirs and assigns.

31. Governing Law. This Agreement shall be governed by and interpreted under the laws of the state of Alabama. Wal-Mart and Purchaser do hereby covenant and agree that, except as prohibited by law, and to the full extent permitted by applicable law, in any action, lawsuit, proceeding or counterclaim (collectively, "litigation") brought or asserted by any party against one or both other parties on any matter or matters directly or indirectly based upon, arising out of, under, by virtue of, or related to this Agreement, Wal-Mart and Purchaser shall and do hereby knowingly, with full understanding and upon the advice of legal counsel, voluntarily, intentionally, absolutely, irrevocably and expressly waive any right to any trial by jury, unless the subject matter of any such litigation is one in which the waiver of a jury trial is prohibited.

32. Representation of Confidentiality. Purchaser agrees that it, and all of its employees and agents, shall keep confidential the terms of this Agreement. Purchaser specifically recognizes that it is important to Wal-Mart that any future negotiations it may have with other purchasers not be impacted by the terms of this arm's length agreement, and therefore Purchaser shall not disclose any of the economics or any other terms of this Agreement. Notwithstanding the above-mentioned, Wal-Mart, at Wal-Mart's sole and absolute discretion, shall be permitted to release information to the public or any other third party that Wal-Mart has entered into this Agreement with Purchaser contemplating the sale of the Property. Notwithstanding the above-mentioned, Purchaser may disclose information to its employees, consultants, contractors, attorney(s), lender(s), banker(s), accountant(s), prospective brokers, future tenant(s) and/or investors. This Section shall survive the Closing. Notwithstanding the foregoing, Purchaser and Wal-Mart acknowledge and agree that Purchaser and this Agreement are subject to Code of Ala. § 36-12-40 (1975) (the "Open Records Act"), and Purchaser must comply with the requirements of the Open Records Act at all times and in all respects. To the extent after the date hereof Purchaser obtains knowledge of disclosure pursuant to the Open Records Act of any records, documents or information relating in any way to this Agreement, Purchaser shall promptly notify Wal-Mart of such disclosure.

33. Compliance. Purchaser hereby warrants and represents to Wal-Mart that in exercising its rights under this Agreement, Purchaser shall comply fully with any federal, state or local laws, regulations, ordinances, permits or other authorizations. This Section shall survive the Closing.

34. Declaration of Maintenance Covenants. Prior to Closing, Wal-Mart shall cause to be recorded against the Property the attached Declaration of Maintenance Covenants found on the attached Exhibit "F".

35. Right of First Refusal. Wal-Mart shall retain a right of first refusal on the Property. The terms and conditions of which are found on the attached Exhibit "G".

[Remainder of page left intentionally blank - Signature page follows]

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

WAL-MART STORES EAST, L.P.,
a Delaware limited partnership
[“Seller”]

By: _____

Name: (NAME)

Its: Senior Director

Date: _____

THE CITY OF FAIRHOPE, ALABAMA
[“Purchaser”]

By: _____

Name: _____

Its: _____

Date: _____

Exhibit "A"

[Site Plan]



Exhibit "B"

[The legal description below, if any, is provided for informational purposes only. An updated legal description of the Property and a legal description of the Access Area will be supplied by the Purchaser upon completion of the Survey and, subject to Wal-Mart's approval, inserted at this point in the Agreement.]

Exhibit "C"

**INSTRUCTIONS TO SURVEYORS FOR
ALTA/ACSM LAND TITLE SURVEYS**

ALTA/ACSM LAND TITLE SURVEY MUST INCLUDE THE FOLLOWING ITEMS

A survey of the Property and the Access Area prepared by a duly licensed surveyor, certified to Wal-Mart, Purchaser and Title Company and prepared in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA, ACSM and NSPS in 2016, and shall include items 1, 2, 3, 4, 5, 6(b), 8, 11, 13, 14 and 16 of Table A thereto and pursuant to the accuracy standards (as adopted by ALTA, ACSM and NSPS and in effect on the date of the certification) of an Urban Survey. In the event the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys differ from federal, state, or local requirements the more stringent of requirements shall apply. The survey shall be certified to Purchaser, Wal-Mart and to the Title Company issuing the title policy. The certification shall read as follows:

To WAL-MART STORES EAST, LP, THE CITY OF FAIRHOPE, ALABAMA, and its successors and assigns, and National Title Group, its successors and assigns. "This is to certify that this map or plat and the survey on which it is based, were made in accordance with 2016 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys jointly established and adopted by ALTA and NSPS 2016, and includes items 1, 2, 3, 4, 5, 6(b), 8, 11, 13, 14 and 16 of Table A thereof. The field work was completed on _____."

Signed _____ Date _____
being a Registered Professional Land Surveyor in
the State of _____
Land Surveyor No. _____

(Seal)

Exhibit "D"

This instrument prepared by:

Wal-Mart Stores East, L.P.
2608 SE J Street
Bentonville, AR 72716

Return recorded document to:

Lawyers Title
4131 N. Central Expressway, Ste 450
Dallas, TX 75204
Attn: Denise Bell

STATE OF ALABAMA
COUNTY OF BALDWIN

WARRANTY BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS that **WAL-MART STORES EAST, L.P.**, a Delaware limited partnership ("Grantor"), for and in consideration of One Hundred Dollars (\$100.00) and other good and valuable consideration hereby acknowledged to have been paid to Grantor by **THE CITY OF FAIRHOPE, ALABAMA** ("Grantee"), does hereby **GRANT, BARGAIN, SELL and CONVEY** unto Grantee, and Grantee's successors and assigns forever, all improvements located on and Grantor's leasehold interest in that certain property located in or near the City of Fairhope, Baldwin County, Alabama, containing 12 ACRES, described as follows, to-wit (collectively, the "Property");

SEE EXHIBIT "A" ATTACHED HERETO.

Grantor's conveyance of the Property is expressly subject to the following conditions and restrictions:

(a) Grantee covenants that the Property shall only be used by single tenant users for purposes of the kind typically found in shopping centers, including, but not limited to, offices, restaurants, retail shops, police precincts, and/or other public uses as set forth on Exhibit "B" attached hereto (the "Intended Use"); no building with multiple tenants shall be permitted on the Property;

(b) The Property shall not be used for or in support of the following, either directly or indirectly via remote operation or distribution (such as remote internet fulfillment center or locations, locker, grocery drive-through, grocery home shopping pick-ups, mail order, or similar pick-up facility):

(i) a Discount Store (defined below), wholesale membership/warehouse club, Grocery Store/Supermarket (defined below), a pharmacy/drug store;

- (ii) gas station, quick lube/oil change facility, automobile tire sales;
- (iii) a variety, general, “dollar” type store;
- (iv) movie theater or bowling alley;
- (v) health spa/fitness center greater than three thousand (3,000) square feet;
- (vi) primary or urgent care medical facility;
- (vii) any lockers, lock-boxes or other type of storage system that is used to receive or store merchandise from a catalog or online retailer;
- (viii) operating a fulfillment facility in connection with selling, receiving, storing or distributing merchandise from a catalog or online retailer, including an Internet Fulfillment Center (defined below);
- (ix) any collateral use (e.g. parking, drainage or service drives) in support of any of the foregoing uses; or
- (x) any combination of the foregoing uses (collectively the “Property Restrictions”).

As used in the above:

1. A “Discount Store” as used herein shall mean a store that sells a full line of hard goods and soft goods (e.g. clothing, cards, gifts, electronics, garden supplies, furniture, lawnmowers, toys, health and beauty aids, hardware items, bath accessories and auto accessories) at a discount in a retail operation similar to that of Walmart.

2. A “Grocery Store/Supermarket” as used herein shall mean a food store or food department that sells food for consumption off the premises, which shall include but not be limited to the sale of dry, refrigerated or frozen groceries, meat, seafood, poultry, produce, delicatessen or bakery products, refrigerated or frozen dairy products or any grocery products normally sold in such stores or departments.

3. An “Internet Fulfillment Center” shall mean any space within the Property, including without limitation, facilities such as lockers, outposts, pods, dedicated floor or parking spaces, or similar drop off/pick up locations or facilities utilized by any person or entity to sell, fulfill, store, deliver, exchange, transfer, convey, or otherwise distribute or receive products the sale of which originated outside the Property and that result from orders placed remotely within or outside the Property over the internet, phone service, mail order, or other means by any person or entity. A business may operate an Internet Fulfillment Center if such business is also open to the public for on-site sales of goods or

services (“On-Site Business”) and maintains at least seventy-five percent (75%) of the products distributed from such Internet Fulfillment Center on site and available for immediate purchase (i.e. such products are in stock). For clarity, an On-Site Business may not allow drop off/pick up locations for another retailer or third party as such use would violate the Internet Fulfillment Center restriction.

(c) In addition, the Property shall not be used for or in support of the following:

(i) adult book store, adult video store (an adult video store is a video store that sells or rents videos that are rated NC-17, X, XX, XXX, or of a rating assigned to works containing material more sexually explicit than XXX, by the film rating board of the Classification and Rating Administration), “adult” business activities, including without limitation any massage parlor, escort service, facility with nude (or partially nude, bathing suit-clad or lingerie-clad) models or dancers or any establishment selling or exhibiting sexually explicit materials

(ii) pawn shop, bar, night club, gaming activities (including but not limited to gambling, electronic gaming machines, slot machines and other devices similar to the aforementioned), billiard parlor, any place of recreation/amusement, or any business whose principal revenues are from the sale of alcoholic beverages for on or off premises consumption;

(iii) any business that cashes checks or makes short-term or “payday advance” type loans (but not excluding the regular business of any bank or financial institution insured by F.D.I.C. or mortgage brokerage firm or other similar business providing long-term, mortgage type loans);

(iv) any business or facility used in growing, delivering, transferring, supplying, dispensing, dispersing, distributing or selling marijuana or any synthetic substance containing tetrahydrocannabinol, any psychoactive metabolite thereof, or any substance chemically similar to any of the foregoing, whether by prescription, medical recommendation or otherwise, and whether consisting of live plants, seeds, seedlings or processed or harvested portions of the marijuana plant; or

(v) involuntary human detention or incarceration; provided, however, any involuntary human detention or incarceration in connection with the Property’s operation as a police precinct or related use shall be permissible (collectively, the “Noxious Use Restrictions”).

(d) Unless otherwise approved by Grantor in writing in accordance with Section (g) below, only one building may be erected on the Property, the square footage and height of which shall be subject to Grantor’s approval in accordance with Section (g) below. Notwithstanding the foregoing, Grantee shall have the option to construct additional structures on the Property so long as (i) such additional structure(s) is/are approved by Grantor in accordance with Section (g) below,

and (ii) such additional structure(s) is/are an ancillary structure related to the aforementioned one building and/or relates to one of the Intended Uses;

(e) There shall be not less than four (4) parking spaces for every one thousand (1,000) square feet of floor building area thereon;

(f) (i) only signs advertising business located on the Property may be erected thereon; (ii) signs located on the Property shall not contain images or words that are offensive to the ordinary reasonable person (whether cloaked in images, words, or phrases carrying double meanings); (iii) the Property and all improvements erected or constructed thereon shall be maintained in good condition and repair; (iv) any portion of the exterior of any building constructed on the Property that is visible from the public right-of-way shall not be constructed of metal; and (v) trash enclosure shall be constructed of masonry materials or otherwise not visible from the public right-of-way;

(g) Grantor reserves the right to approve, prior to commencement of any construction by Grantee of any buildings or improvements on the Property, Grantee's: (i) site plans including setbacks from lot lines, location and dimensions of parking areas and spaces, driveways and service areas, placement of building(s) and other improvements including square footage of building(s), location of masonry trash enclosure, stop signs and bars at all curb cuts, and the location of existing Grantor signage (if any) on the Property; (ii) utility plans including all utility connections (including electric and telephone); (iii) grading plans including storm water management and detailed elevations; (iv) erosion and sediment control plans including rock construction entrances (to be in place prior to any construction), silt fence (to be in place prior to any construction) and other erosion controls required on the Property; (v) exterior elevations of the front, back, and both sides of the building(s), including height; (vi) exterior signage plans indicating the dimensions of exterior pylon or monument signage and the design of the sign panel(s) to be placed onto the sign structure; (vii) landscaping and irrigation plan, including landscaping on the Property and to be installed on that area adjacent to the Property (collectively the "Development Plan"). Said Development Plan is to be prepared by certified/licensed architects and/or engineers and shall conform to the restrictions set forth above. Grantee shall deliver full-sized plans of the said Development Plan to Grantor for its approval. Grantor shall have thirty (30) days after receipt of the Development Plan from Grantee to approve or disapprove the Development Plan in writing, provided, however, that Grantee shall have exclusive control over the means and methods of implementing such plans and specifications and by its right of approval Grantor shall not have nor assume any operational control over such plans and specifications for purposes of compliance with any Storm Water Requirements. If the Development Plan is disapproved, Grantor shall give the reasons for such disapproval, and Grantee shall resubmit to Grantor a revised Development Plan incorporating Grantor's suggested revisions within thirty (30) days from the date of Grantee's receipt of Grantor's disapproval, and the same time schedule as mentioned above shall be repeated until the Development Plan is approved;

(h) Grantor reserves unto itself and its affiliates a perpetual sign easement over, under and on the Property for the installation, operation, maintenance, repair and replacement of a remote

pylon or monument sign, if and only if such pylon or monument sign exists at Closing, together with a non-exclusive right of ingress and egress for activities associated with Grantor's operation of said easement area. Grantor further reserves unto itself, its successors and assigns, a perpetual easement over, under and on the Property for the installation, maintenance, repair and placement of any existing access areas, utilities or storm water drainage, if and only if such access areas or utilities serve adjacent property at Closing, together with a non-exclusive right of ingress and egress for activities associated with Grantor's use of said easement area. If Grantee encounters any existing utility lines or pipes on the Property that Grantee or Grantor determine need to be relocated, Grantee shall relocate said lines/pipes at its own expense and to a location reasonably acceptable to Grantor, and shall not disrupt utility services to the business conducted on Grantor's adjacent land during relocation; and

(i) Grantee further covenants that any construction activities on the Property between October 31st and December 31st of any given year shall not detrimentally impact or interfere with traffic entering or leaving Grantor's facilities.

(j) All such covenants, conditions, restrictions, the Property Restrictions, and approval rights shall remain in effect for a period of fifty (50) years from the recording of this Warranty Bill of Sale. The Noxious Use Restrictions shall be perpetual unless applicable law prohibits a perpetual restriction, in which case the Noxious Use Restrictions shall remain in effect for the maximum amount of time allowed by law but in no event fewer than ninety-nine (99) years. The aforesaid covenants, conditions, restrictions and approval rights shall run with and bind the Property, and shall bind Grantee or an affiliated entity, or its successors or assigns, and shall inure to the benefit of and be enforceable by Grantor, or an affiliated entity, or its successors and assigns, by any appropriate proceedings at law or in equity to prevent violations of such covenants, conditions, restrictions and approval rights and/or to recover damages for such violations, including without limitation damages incurred by Grantor, or an affiliated entity, concerning the business conducted on the land adjacent to the Property.

No representations or warranties of any kind have been made by Grantor or anyone on its behalf to the Grantor as to the condition of the Property described herein or any improvements thereon erected, if any, and it is understood and agreed by the parties that Grantor's interest and rights in and to Property are assigned "AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."

Grantor makes no warranty or representation regarding the condition of the Property, including, without limitation, environmental or ecological condition, it being understood that the Grantee is taking the Property "AS IS, WHERE IS - WITH ALL FAULTS AND WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED."

Without limiting the foregoing, Grantee hereby covenants and agrees that Grantee accepts the property "AS IS" and "WHERE IS", and with all faults and defects, latent or otherwise, and that Grantor is making no representations or warranties, either expressed or implied, by operation

of law or otherwise, with respect to the quality, physical conditions or value of the Property, the Property's habitability, suitability, merchantability or fitness for a particular purpose, the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property or natural resource damages; the presence of hazardous or toxic substances, materials or wastes, substances, contaminants or pollutants on, under or about the Property, or the income or expenses from or of the Property.

AND SAID GRANTOR does hereby warrant the title to said Property, and will defend the same against the lawful claims of all persons claiming by, through and under Grantor, but none other, subject to the easements, encumbrances, restrictions, and other matters of record, the conditions and restrictions as stated herein, and subject to real property taxes for the year of 2021, and thereafter.

[TO BE COMPLETED UPON RECEIPT OF TITLE COMMITMENT].

All recording references contained herein are to the records of the Office of the Judge of Probate of Baldwin County, Alabama.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Warranty Bill of Sale to be executed and delivered by and through its duly authorized representative effective as of the ____ day of _____, 2021.

WAL-MART STORES EAST, L.P.,
a Delaware limited partnership

By: _____
Name: _____
As its: _____

STATE OF ARKANSAS

COUNTY OF BENTON

I, the undersigned notary public in and for said state and county, hereby certify that _____, whose name as the _____ of Wal-Mart Stores East, L.P., a Delaware limited partnership, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of this instrument, s/he, as such _____ and with full authority, executed the same voluntarily for and as the act of said entity.

Given under my hand and official seal this ____ day of _____, 2021.

{SEAL}

NOTARY PUBLIC
My Commission Expires: _____

ADDRESS OF GRANTEE:

WAL-MART STORES EAST, L.P.
2608 SE J Street
Bentonville, AR 72716

Exhibit "A"

[Legal Description]

Exhibit "B"

In addition to a police precinct, Purchaser provides the following list of additional potential uses as a general, long-range plan, all of which will be public in nature:

- Civic/Convention Centers
- Recreational/Community Centers
- Senior Centers
- Animal Adoption
- Administrative Offices
- Public Parks/Playgrounds
- Art/Culture Centers
- Museum
- Policy Department and related uses
- Fire Department
- Open Space
- Library
- Utility Services
- Warehouse Space
- Utility Office
- Environmental Use/Regional Detention/LID
- Education Facility
- Training
- Trails/Outdoor Learning
- Public Safety Shelter
- Nursery/Greenhouses
- Transit Related Facility
- Streets/Sidewalks/Transportation Infrastructure

Exhibit "E"

In addition to the police precinct, Purchaser provides the following list of additional potential uses as a general, long-range plan, all of which will be public in nature:

- Civic/Convention Centers
- Recreational/Community Centers
- Senior Centers
- Animal Adoption
- Administrative Offices
- Public Parks/Playgrounds
- Art/Culture Centers
- Museum
- Policy Department and related uses
- Fire Department
- Open Space
- Library
- Utility Services
- Warehouse Space
- Utility Office
- Environmental Use/Regional Detention/LID
- Education Facility
- Training
- Trails/Outdoor Learning
- Public Safety Shelter
- Nursery/Greenhouses
- Transit Related Facility
- Streets/Sidewalks/Transportation Infrastructure

Exhibit "F"

This document prepared by:

WAL-MART STORES EAST, L.P.
2608 SE J Street
Bentonville, AR 72716

Return recorded document to:

National Title Group
4131 N. Central Expressway, Ste 450
Dallas, TX 75204
Attn: Denise Bell

DECLARATION OF MAINTENANCE COVENANTS

This **DECLARATION OF MAINTENANCE COVENANTS** ("Declaration") is made as of the ____ day of _____, 2021, by **WAL-MART STORES EAST, L.P.**, a Delaware limited partnership, with an address of 2608 SE J Street, Bentonville, Arkansas 72716 (hereinafter "Wal-Mart").

WITNESSETH

WHEREAS, Wal-Mart is the holder of a leasehold interest in that certain tract or parcel of land situated in the City of Fairhope, County of Baldwin, State of Alabama, identified as the "Property" on the attached Exhibit "A", and as legally described on the attached Exhibit "B";

WHEREAS, the Fairhope Single Tax Corporation ("FSTC") is the owner of the Property; and

WHEREAS, Wal-Mart desires to declare the following maintenance covenants on the Property, and FSTC, as the owner of the Property, consents to the following;

NOW THEREFORE, in consideration of one dollar (\$1.00) and other good and valuable consideration, Wal-Mart hereby declares the following maintenance covenants on the Property:

1. Maintenance. The Property shall be kept neat, orderly, planted in grass and trimmed until improvements are constructed thereupon. Following completion of construction of improvements on the Property, the Property shall be maintained such that the improvements and common areas remain in good condition and repair. This maintenance is to include, without limitation, the following as reasonably necessary:

(a) Maintaining the surfaces in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall in all respects be equal in quality, use, and durability;

(b) Removing all papers, ice and snow, mud and sand, debris, filth and refuse and thoroughly sweeping the area to the extent reasonably necessary to keep the area in a clean and orderly condition;

(c) Placing, keeping in repair and replacing any necessary appropriate directional signs, markers and lines;

(d) Operating, keeping in repair and replacing, where necessary, such artificial lighting facilities;

(e) Maintaining and repainting when necessary all perimeter and exterior building walls, including but not limited to maintaining all retaining walls in a good condition and state of repair;

(f) Maintaining, mowing, weeding, trimming and watering all landscaped areas and making such replacements of shrubs and other landscaping as is necessary;

(g) Maintaining elements of the storm drainage system;

(h) In the event that a sanitary sewer line easement is necessary, then said easement shall be conveyed subject to the following conditions: i) the maintenance of the current property lessee's sewer line on the Property and extending to Wal-Mart's existing sewer line system shall be the sole cost and responsibility of the current property lessee; ii) in the event of restaurant use, then the current property lessee shall be solely responsible for the installation and proper maintenance of an adequate grease interceptor, which must meet or exceed discharge requirements according to local governmental regulations; iii) if it shall become necessary for current property lessee to make any repairs, or if the current property lessee shall fail to adequately maintain the sanitary sewer line easement area as provided in the easement agreement, then Wal-Mart, at its sole option, but not obligation, may proceed forthwith to have the repairs made and pay the cost thereof, and to receive reimbursement from the current property lessee within thirty (30) days after a written request for cost of said repairs or other cost associated therein. In such instances, Wal-Mart shall provide the current property lessee with oral notification of its intention to make such repairs or the occurrence of such repairs at the earliest practicable time given the nature and extent of the repairs; and

(i) If the current property lessee is in default of this Declaration, then Wal-Mart shall (i) demand, by written notice, that the current lessee of the Property maintain the Property in accordance with this Declaration; and (ii) if thirty (30) days after receipt of the written notice contemplated in section (i)(i) the current property lessee remains in default of this Declaration, then Wal-Mart may perform the needed maintenance to cure the current property lessee's default and invoice the current property lessee the costs of the repairs along with a ten (10) percent management fee. The current property lessee shall promptly pay Wal-Mart under this section (i)(ii) within thirty (30) days after receipt of invoice for such expenses. Wal-Mart shall have the right to file, enforce and collect on, a lien for all costs and expenses incurred by Wal-Mart in performing any obligations of the current lessee hereunder.

2. Public Grant. Nothing contained herein shall be used or construed as a grant of any rights to any public or governmental authority or agency.

3. Successors, Duration. The agreements contained herein and the rights granted hereby shall run with the title to the Property and shall bind and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Unless otherwise canceled or terminated, this Declaration and all the easements, rights and obligations hereof shall be perpetual unless prohibited by applicable law, in which case this Declaration shall remain in effect for the maximum amount of time allowed by law but in no event fewer than one hundred (100) years.

4. Change of Ownership. In the event of a change of ownership and/or lessee, Wal-Mart shall be notified thereof within thirty (30) days thereafter. Wal-Mart shall be provided the name and address of such transferee.

5. Effective Date. This instrument shall become effective on the date of the full execution by Wal-Mart.

6. Headings. The headings of the paragraphs contained herein are intended for reference purposes only and shall not be used to interpret the agreements contained herein or the rights granted hereby.

7. Counterparts. This document, and any modifications, may be executed in one or more counterparts, including by facsimile, all parties need not be signatories to the same documents, and all counterpart signed documents shall be deemed to be an original and one (1) instrument.

[Signature pages follow]

IN WITNESS WHEREOF, Wal-Mart hereto has executed this instrument the _____ day of _____, 2021.

(Wal-Mart)

WAL-MART STORES EAST, L.P.
a Delaware limited partnership

By: _____

Name: (NAME)
Title: Senior Director

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

In the State of Arkansas, County of Benton, on this _____, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared (NAME) to me personally known, who being by me duly sworn did say that he is Senior Director of Wal-Mart in the foregoing instrument and that said instrument was signed, sealed and delivered by him on behalf of said «Entity_Type» by authority of its «Entity_Governor» and said Senior Director acknowledged said instrument to be the free act and deed of said «Entity_Type».

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

By: _____
Notary Public

My Commission Expires: _____

EXHIBIT "A"

Site Plan Showing the Property

[An updated Site Plan will be supplied by the Purchaser upon completion of the Survey and, subject to Wal-Mart's approval, inserted at this point in the Agreement.]

EXHIBIT "B"

Legal description of the Property

Exhibit "G"

This document prepared by:

Wal-Mart Stores East LP
2608 SE J Street
Bentonville, AR 7271
Attn:

Return recorded document to:

MEMORANDUM OF RIGHT OF FIRST REFUSAL

This **MEMORANDUM OF RIGHT OF FIRST REFUSAL** (the "Agreement") is entered into this _____ day of _____, 2021 (the "Effective Date"), between **WAL-MART STORES EAST, L.P.**, a Delaware limited partnership, with an address 2608 SE J Street, Bentonville, AR 72716 (hereinafter "Wal-Mart"), and **THE CITY OF FAIRHOPE, ALABAMA**, with an address of 161 North Section Street, Fairhope, AL 36532 (hereinafter "Purchaser").

WITNESSETH

WHEREAS, by the time this Agreement is recorded, Purchaser will be the leasehold owner of the parcel of land legally described on the attached Exhibit "A" (the "Property") and situated in the City of Fairhope, County of Baldwin, State of Alabama.

WHEREAS, Wal-Mart desires to retain a right of first refusal (the "Right") on the Property.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto do hereby agree as follows:

1. Should Purchaser receive a bona fide offer (the "Offer") to purchase Purchaser's interest the Property from a third party, Purchaser shall submit the Offer, along with any supporting documentation such as, but not limited to, a lease agreement with a tenant, to Wal-Mart for its consideration. Wal-Mart shall, for a period of sixty (60) days following receipt of written notice of the Offer, have the right to evaluate whether to purchase Purchaser's interest in the Property on the same terms and conditions as those found in the Offer. Notwithstanding the foregoing, the Right shall be subordinate to and shall not impair any existing or future first lien on the property. In the event of foreclosure of a first lien, no rights shall vest hereunder and no notice shall be required to Wal-Mart Stores East, L.P.

2. Rejection of the Offer to purchase the Property shall not extinguish the right of first refusal. Wal-Mart shall have the right to evaluate every Offer received by Purchaser under the terms and conditions of section one (1) herein.

3. Purchaser's notice required to be given hereunder shall be in writing and shall be mailed by certified or registered mail, postage prepaid, or nationally recognized overnight courier, and shall be considered given upon receipt, addressed as follows (other information in italics is for informational purposes only, and shall not be considered for notice purposes):

Wal-Mart Stores East, L.P.
2608 SE J Street
Bentonville, AR 72716
Attn:
Tel: (479)
E-Mail: @walmart.com

4. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

[Signature pages follow]

IN WITNESS WHEREOF, Wal-Mart hereto has executed this instrument the
_____ day of _____, 2021.

(Wal-Mart)

WAL-MART STORES EAST, L.P.
a Delaware limited partnership

By: _____

[SEAL]

Title: _____

ACKNOWLEDGMENT

STATE OF ARKANSAS)
) §§
COUNTY OF BENTON)

On this _____ day of _____, 2021, before me, the undersigned notary public in and for said County and State, personally appeared before me _____, to me personally known, who, being by me duly sworn, did say that he/she is _____ of Wal-Mart Stores East, L.P., and that the seal affixed to the foregoing instrument is the seal of said limited partnership, and that said instrument was signed, sealed and delivered by his/her on behalf of said limited partnership, and said _____ acknowledged said instrument to be the free act and deed of said limited partnership.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Notary Public

IN WITNESS WHEREOF, Purchaser has executed this instrument the _____ day of _____, 2021.

(Purchaser)

By: _____

Title: _____

ACKNOWLEDGMENT

STATE OF _____)
) §§
COUNTY OF _____)

On this ____ day of _____, 2021, before me, the undersigned notary public in and for said County and State, personally appeared before me _____ to me personally known, who, being by me duly sworn, did say that he/she is _____ of _____ and that the seal, if any, affixed to the foregoing instrument is the seal of said _____, and that said instrument was signed, sealed and delivered by him/her on behalf of said _____ by authority of its _____, and said _____ acknowledged said instrument to be the free act and deed of said _____.

WITNESS MY HAND and notarial seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Name: _____
Notary Public

My Commission Expires: _____

Exhibit "A"

(The Property)

RESOLUTION NO. ____

WHEREAS, the City of Fairhope, Alabama, an Alabama Municipal Corporation, hereinafter referred to as “Lessor”, and T-Mobile South, LLC, a Delaware limited liability company, hereinafter referred to as “Lessee;” and entered into a “PCS Site Agreement” dated January 28, 1997 regarding the Lessor’s leased are located at 16290 County Road 3, Point Clear, Alabama 36532; and,

WHEREAS, the Lessee desires to modify the Antenna Facilities at this site; and

WHEREAS, the Lessor must acknowledge and consent to these modifications.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute the Acknowledgement and Consent Letter to Modification of Antenna Facilities at the PCS Site located at 16290 County Road 3, Point Clear, Alabama 36532.

Adopted this 23rd Day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



August 17, 2021

City of Fairhope
Attn: Eric Cortinas
107 North Section Street
Fairhope, AL 36532-1609

Re: T- Mobile Site #: 9MT0134A
Site Address: 16290 County Road 3, Fairhope, AL
Acknowledgement and Consent Letter to Modification of Antenna Facilities

Dear Mr. Cortanis:

T-Mobile South LLC, successors in interest to Powertel/Memphis, Inc., as successor in interest to Mobile Tri-States L.P. 130, d/b/a T-Mobile ("T-Mobile"), and the City of Fairhope, entered into a PCS Site Agreement dated December 17, 1996 (the "Lease") for a site located at 16290 County Road 3, Fairhope, AL, upon which T-Mobile operates wireless antenna facilities.

Pursuant to the Lease, T-Mobile has the right to attach cellular antenna and related equipment on the leased premises and to maintain and upgrade said equipment.

T-Mobile has requested CMI Acquisitions inform you that T-Mobile needs to modify the antenna facilities by installing new equipment as part of a technology upgrade. All of the new equipment will be installed on the water tower and within the ground lease area, as shown on the attached construction drawings. Also included is a List of the Tower Equipment.

To confirm your approval of the proposed modifications to the antenna facilities, please have the appropriate party sign, date, and initial two copies of this letter and return one for our records.

If you have any questions, please contact Marthalie Porter at 121 Village Blvd., Madison, MS 39110, or by telephone at 662-889-2339, or email at mporter@cmiacquisitions.com. Thank you for your cooperation and attention to this matter.

Landlord Initials _____



Thank you,

Marthalia Porter

Marthalia Porter

121 Village Blvd.

Madison, MS 39110

Mobile: 662-889-2339

Fax: 601-605-9218

mporter@cmiacquisitions.com

Acknowledged, Accepted and Agreed:

Landlord: _____

By: _____

Name: _____

Title: _____

Date: _____

TOWER EQUIPMENT LIST

- (3) FFHH-65C-R3 Antennas
- (3) AEHC MIMO Antennas
- Remote Radio Units (RRUs)
 - (3) AHLOAs
 - (3) AHFIGs
- (3) HCS Low-Capacity Lines
- (3) HCS 2.0 Trunk lines with Junction Boxes
- (3) Combined Over Voltage Protection unit (COVPs)

GENERAL NOTES

1. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS, AND ORDINANCES. SUBCONTRACTORS SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS, AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK.
2. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
3. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES, AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
4. THE SUBCONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
5. IF THE SPECIFIED EQUIPMENT CANNOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE SUBCONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION SPACE FOR APPROVAL BY THE CONTRACTOR.
6. THE SUBCONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
7. THE SUBCONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION.
8. SUBCONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND CONDITIONS PRIOR TO COMMENCING ANY WORK. ALL DIMENSIONS OF EXISTING CONSTRUCTION SHOWN ON THE DRAWING MUST BE VERIFIED. SUBCONTRACTOR SHALL NOTIFY THE CONTRACTOR OF ANY DISCREPANCIES PRIOR TO ORDERING MATERIAL OR PROCEEDING WITH CONSTRUCTION.
9. ALL SAFETY PRECAUTIONS MUST BE TAKEN WHEN WORKING AROUND HIGH LEVELS OF ELECTROMAGNETIC RADIATION. EQUIPMENT SHOULD BE SHUTDOWN PRIOR TO PERFORMING ANY WORK THAT COULD EXPOSE THE WORKERS TO DANGER. PERSONAL RF EXPOSURE MONITORS ARE ADVISED TO BE WORN TO ALERT OF ANY DANGEROUS EXPOSURE LEVELS.

T-Mobile
ANCHOR
T-MOBILE SITE NUMBER
9MT0134A
TOWER TYPE
183' WATER TANK
T-MOBILE SITE NAME
WATER TOWER
SITE ADDRESS
16290 COUNTY ROAD 3
POINT CLEAR, AL

APPROVALS

DEPARTMENT	NAME/SIGNATURE	DATE
DEVELOPMENT MANAGER		
PROPERTY/TOWER OWNER		
SITE ACQUISITION MANAGER		
CONSTRUCTION MANAGER		
RF ENGINEER		
OPERATIONS MANAGER		

SHEET INDEX

T-1	TITLE SHEET
C-1	OVERALL SITE PLAN
C-2	EQUIPMENT PLAN
C-3	TOWER ELEVATION & ANTENNA MOUNT DESIGN
C-3.1	ANTENNA LAYOUT
C-3.2	EQUIPMENT DETAILS
RF-1	RFDS
RF-2	RFDS
RF-3	RFDS PLUMBING DIAGRAM
E-1	ELECTRICAL NOTES
G-1	GROUNDING DETAILS



SITE SUMMARY

SITE TYPE: EXISTING SITE OVERLAY
TECHNOLOGY TYPE: ANCHOR

SITE ADDRESS: 16290 COUNTY ROAD 3
POINT CLEAR, AL

SITE LATITUDE: N 30.46167800
SITE LONGITUDE: W -87.90134000

JURISDICTION: CITY OF FAIRHOPE

POWER COMPANY: NOT PROVIDED

TELEPHONE COMPANY: AT&T

TOWER OWNER/MANAGER: NOT PROVIDED

WIRELESS CARRIER: T-MOBILE
CONTACT: NOT PROVIDED
PHONE: NOT PROVIDED

ENGINEER: SMW ENGINEERING
730 E. PARK BLVD SUITE 204
PLANO, TX 75074
CONTACT: JUDSON C. SOMMERVILLE, PE
PHONE: (202) 283-3720

BUILDING CODES

ALL CONSTRUCTION SHALL COMPLY WITH THE LATEST EDITION OF THE (AS ADOPTED BY LOCAL JURISDICTION):

- INDUSTRIAL CODE (ANSI)
- OCCUPATIONAL SAFETY AND HEALTH STANDARDS (OSHA)
- NATIONAL ELECTRICAL CODE
- INTERNATIONAL BUILDING CODE
- UNIFORM MECHANICAL CODE
- INTERNATIONAL ENERGY CONSERVATION CODE

ALABAMA LICENSE
No. 38400
PROFESSIONAL ENGINEER
07/04/2023

HANDICAP REQUIREMENTS

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESS IS NOT REQUIRED.

PLUMBING REQUIREMENTS

FACILITY HAS NO SANITARY OR POTABLE WATER

ONE CALL

DIRECTIONS

DIRECTIONS FROM MOBILE, AL:
TAKE N WATER ST AND CHURCH ST TO GOVERNMENT ST; HEAD SOUTH ON N WATER ST TOWARD ST MICHAEL ST; USE THE RIGHT LANE TO TURN SLIGHTLY RIGHT ONTO WATER ST; TURN RIGHT ONTO CHURCH ST; TURN RIGHT ONTO S JACKSON ST; FOLLOW I-10 E AND US-98 E TO CD RD 32 IN BALDWIN COUNTY; TURN RIGHT AT THE 1ST CROSS STREET ONTO GOVERNMENT ST; USE THE RIGHT LANE TO TAKE THE RAMP ONTO I-10 E; TAKE EXIT 55A FOR US-98 TOWARD DAPHNE/FAIRHOPE; TURN RIGHT ONTO US-98 E; FOLLOW CD RD 32 AND CD RD 3 TO YENNE LN; TURN RIGHT ONTO CD RD 32; TURN LEFT ONTO CD RD 3

ALABAMA ONE-CALL
STATE WIDE CALL: 811
CALL BEFORE YOU DIG

9MT0134A
16290 COUNTY ROAD 3
POINT CLEAR, AL

NO.	DATE	DESCRIPTION
1	06/04/21	ISSUED FOR CLEAR BILL
2	06/07/21	ISSUED PERMITS HOLD
3	07/06/21	ISSUED PER CLIENT COMMENT
4	07/14/21	ISSUED FOR CONSTRUCTION

1. PROJECT SITE ID: 9MT0134A

SHEET NAME: TITLE SHEET

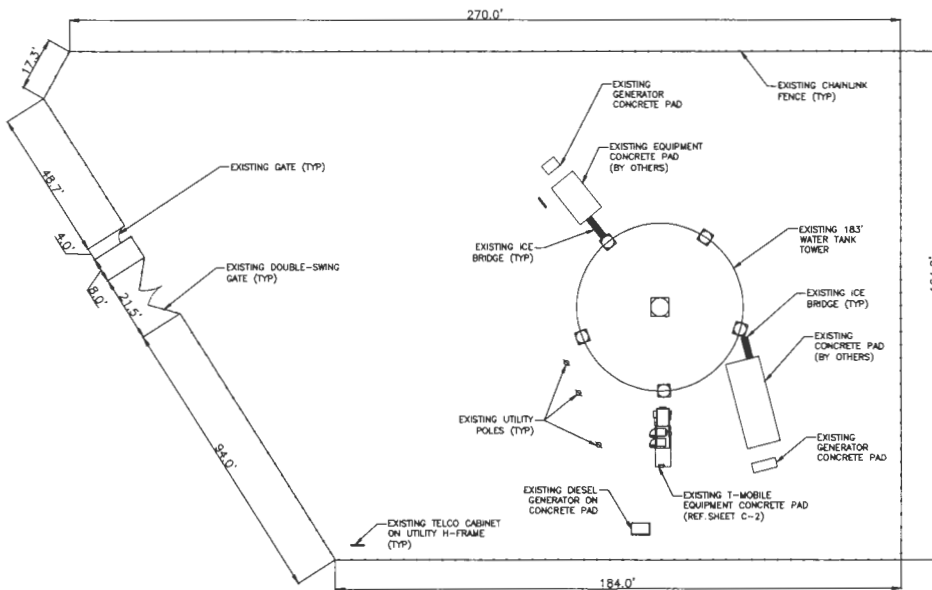
SMW#HMO2-276.6 SHEET NUMBER: T-1

DESIGNED BY: JCS
CHECKED BY: JCS
ENGINEER: JCS

SITE NOTES:

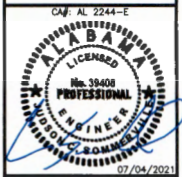
1. DIGGING AND/OR TRENCHING INSIDE COMPOUND, MUST BE DONE BY HAND.
2. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO FIELD VERIFY THE EXACT LOCATIONS OF EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED IMPROVEMENTS.
3. LOCATION OF UNDERGROUND UTILITIES WAS NOT PERFORMED.
4. THE ADEQUACY OF EXISTING SITE UTILITIES TO ACCOMMODATE NEW CO-LOCATION LOAD(S) WAS NOT VERIFIED.
5. ALL EXISTING VEGETATION AND IMPROVEMENTS SHOWN ARE TO REMAIN UNLESS OTHERWISE SHOWN IN THESE DRAWINGS.

REFERENCE SHEET C-2 FOR DETAILED EQUIPMENT LAYOUT



1 OVERALL PROPOSED SITE PLAN
SCALE 1" = 30'

T-Mobile



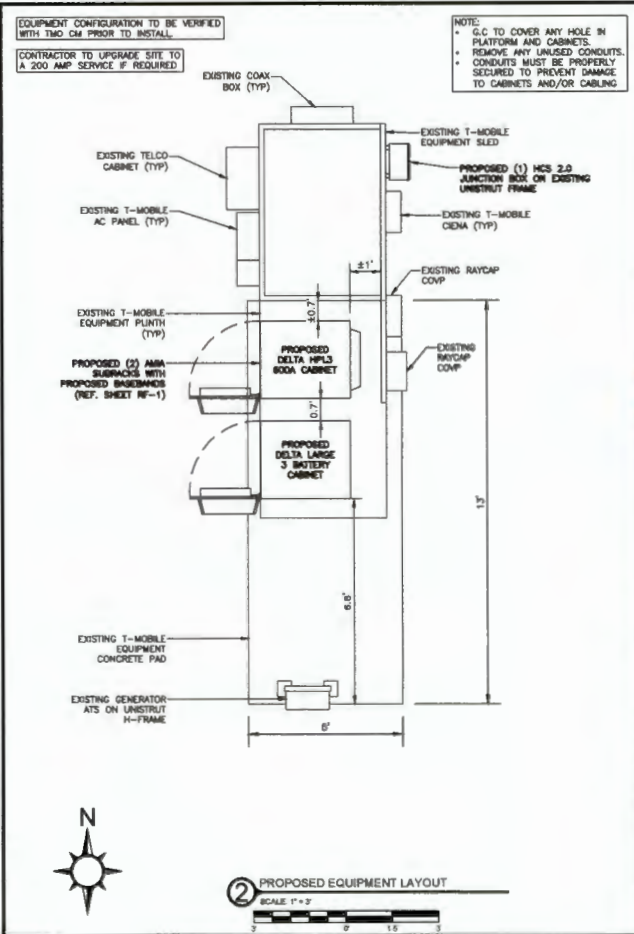
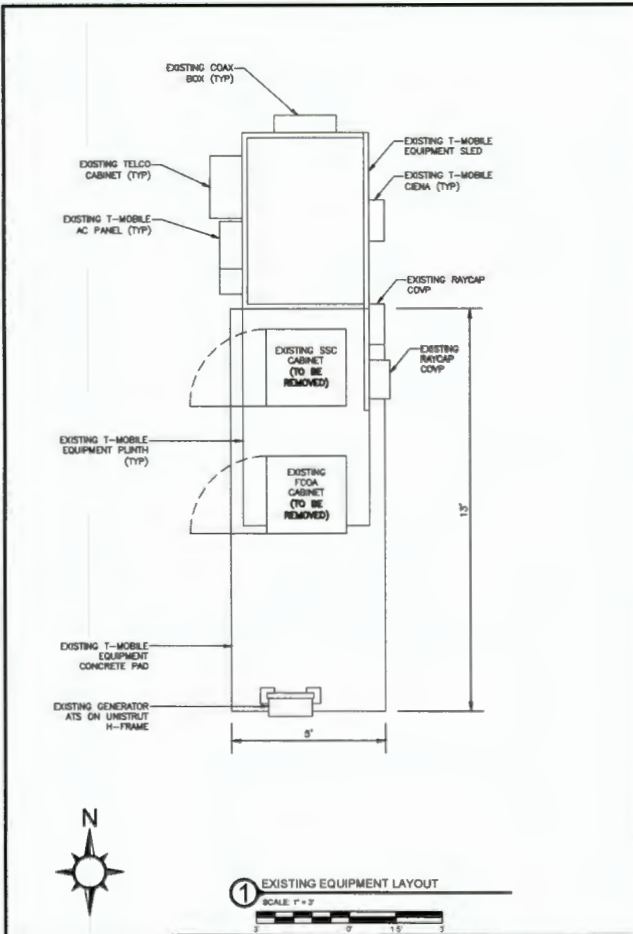
9MT0134A
16290 COUNTY ROAD 3
POINT CLEAR, AL

NO.	DATE	DESCRIPTION
0	06/04/21	ISSUED FOR CLIENT REV.
1	06/07/21	ADDED MISSING AREA
2	07/08/21	REVISED PER CLIENT COMMENTS
3	07/14/21	ISSUED FOR CONSTRUCTION

T-MOBILE SITE ID: 9MT0134A

SHEET NAME: OVERALL SITE PLAN

DESIGNED BY: JCS	CHECKED BY: JCS	DATE: 07/14/21	SHEET NUMBER: C-1
------------------	-----------------	----------------	-------------------



EQUIPMENT CONFIGURATION TO BE VERIFIED WITH T-MOBILE PRIOR TO INSTALL.
 CONTRACTOR TO UPGRADE SITE TO A 200 AMP SERVICE IF REQUIRED.

NOTE:
 • G.C TO COVER ANY HOLE IN PLATFORM AND CABINETS.
 • REMOVE ANY UNUSED CONDUITS.
 • CONDUITS MUST BE PROPERLY SECURED TO PREVENT DAMAGE TO CABINETS AND/OR CABLING.

T-Mobile

ENGINEERING PLANNING & SERVICE CORPORATION

CA# AL 2244-E

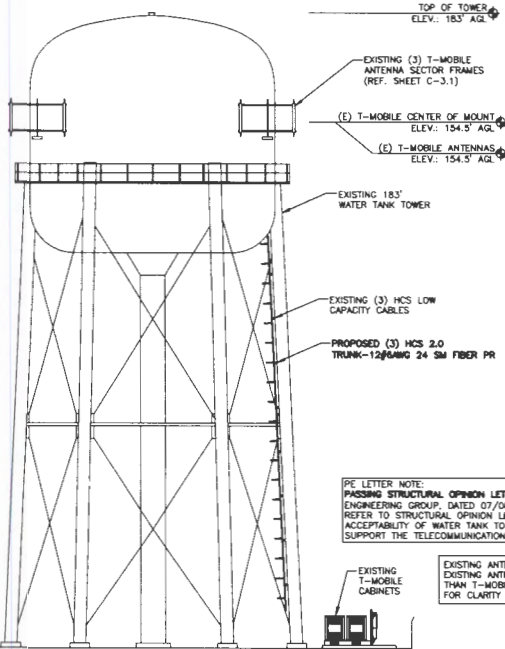
SITE INFORMATION	
9MT0134A	
16280 COUNTY ROAD 3 POINT CLEAR, AL	
#	DATE
0	06/04/21 ISSUED FOR CLIENT REV.
1	06/07/21 JARED WIRING AHEAD
2	07/06/21 REVISED FOR CLIENT COMMENTS
3	07/14/21 ISSUED FOR CONSTRUCTION
TABLE NUMBER: 9MT0134A	
SHEET NAME: EQUIPMENT PLAN	
DRAWING NO: 276.0	SHEET NUMBER: C-2

STRUCTURAL NOTES:

1. SMW HAS NOT PERFORMED A STRUCTURAL ANALYSIS OF THE EXISTING TOWER OR ANTENNA MOUNT. REFER TO STRUCTURAL ANALYSIS OR STRUCTURAL LETTER BY OTHERS FOR ADDITIONAL INFORMATION.
2. IF THE TOWER STRUCTURAL ANALYSIS SHOWS THE NEED FOR TOWER REINFORCEMENT REFER TO TOWER REINFORCEMENT DESIGN PRIOR TO THE INSTALLATION OF ANY PROPOSED EQUIPMENT.
3. REFER TO TOWER STRUCTURAL ANALYSIS FOR PROPOSED CABLE ROUTING AND ATTACHMENT DETAILS.
4. TOWER ELEVATION SHOWN IS NOT DRAWN TO SCALE AND IS INTENDED ONLY FOR REFERENCE PURPOSES. REFER TO ORIGINAL TOWER DESIGN FOR ADDITIONAL INFORMATION.

ANTENNA NOTES:

1. THE PRE-APPLICATION & LEASE DIRECTION OF THE ANTENNA SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS.
2. CONTRACTOR SHALL VERIFY HEIGHT OF ANTENNA WITH T-MOBILE PCS PM.
3. CONTRACTOR SHALL VERIFY HEIGHT AND DIRECTION OF MICROWAVE DISHES WITH T-MOBILE PROJECT MANAGER (WHEN APPLICABLE).
4. ALL ANTENNA AZIMUTHS TO BE FROM MAGNETIC NORTH.
5. CONTRACTOR TO USE EXISTING ANTENNA TOP HAT.



1 TOWER ELEVATION
SCALE N T S

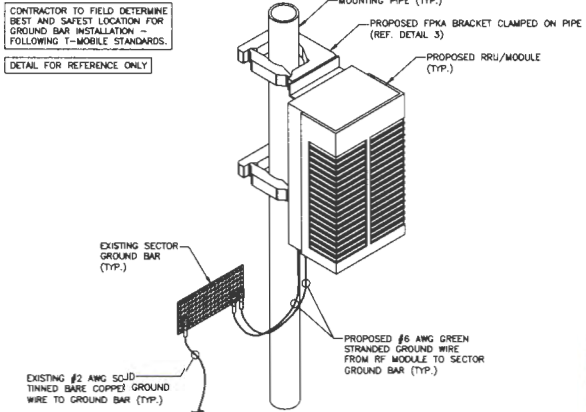
PE LETTER NOTE:
PASSING STRUCTURAL OPINION LETTER BY SMW ENGINEERING GROUP, DATED 07/08/2021.
REFER TO STRUCTURAL OPINION LETTER FOR ACCEPTABILITY OF WATER TANK TO SUFFICIENTLY SUPPORT THE TELECOMMUNICATIONS EQUIPMENT.

EXISTING ANTENNAS NOTE:
EXISTING ANTENNAS OTHER THAN T-MOBILE OMITTED FOR CLARITY.

NO MAPPING OR ANALYSIS HAS BEEN PERFORMED ON SECTOR MOUNTS. SMW HAS NOT ANALYZED THE PROPOSED MOUNT WITH THE NEW LOADING AND THE STRUCTURAL INTEGRITY OF THE MOUNT IS UNDETERMINED.

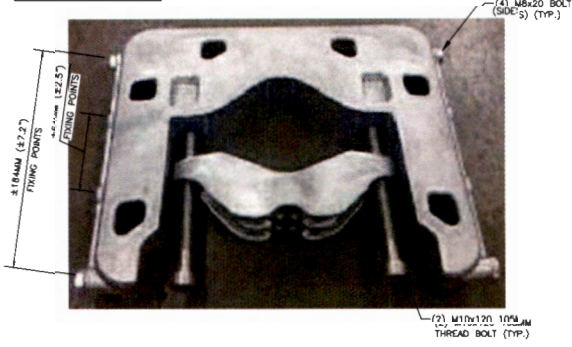
CONTRACTOR TO FIELD DETERMINE BEST AND SAFEST LOCATION FOR GROUND BAR INSTALLATION - FOLLOWING T-MOBILE STANDARDS.

DETAIL FOR REFERENCE ONLY



2 TYPICAL RRU MOUNTING DETAIL
SCALE N T S

DETAIL FOR REFERENCE ONLY



3 TYPICAL MOUNTING BRACKET
SCALE N T S

T-Mobile



STRUCTURAL PLATEWORK

CM AL 244-E



9MT0134A
16290 COUNTY ROAD 3
POINT CLEAR, AL

#	DATE	DESCRIPTION
0	06/24/21	ISSUED FOR CLIENT REV.
1	06/27/21	ISSUED FOR ISSUE HOLD
2	07/09/21	ISSUED FOR CLIENT COMMENT
3	07/14/21	ISSUED FOR CONSTRUCTION

TOWER ELEVATION & DETAILS

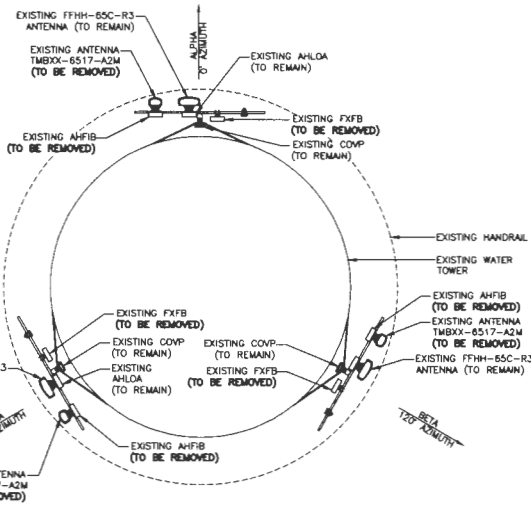
DESIGNED BY	SM	CHECKED BY	JC
DATE	07/04/2021	SCALE	AS SHOWN
SHEET NUMBER		C-3	



ANTENNA NOTE:
PRIOR TO CONSTRUCTION CONTRACTOR
TO VERIFY ANTENNA POSITION, TILT,
AND AZIMUTH PER LATEST RFDS.

RAD CENTER NOTE:
FIELD VERIFY EXISTING ANTENNA RAD
CENTER PRIOR TO CONSTRUCTION

AZIMUTH NOTE:
FIELD VERIFY ANTENNA
AZIMUTHS WITH RTDS
PRIOR TO CONSTRUCTION

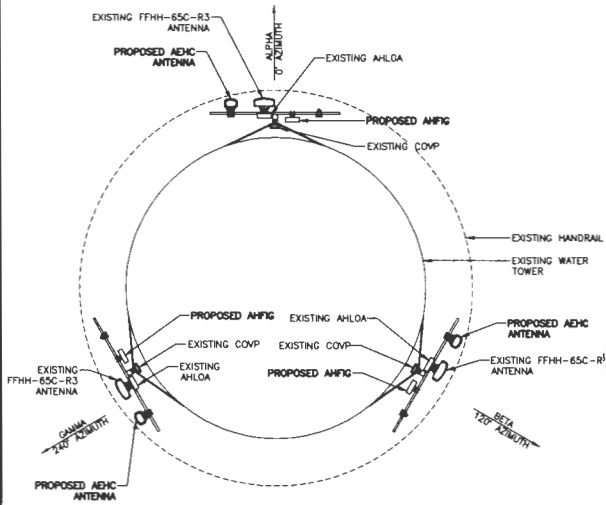


① EXISTING ANTENNA ORIENTATION PLAN
SCALE: N.T.S.



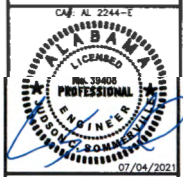
NO MAPPING OR ANALYSIS HAS BEEN
PERFORMED ON SECTOR MOUNTS.
SMM HAS NOT ANALYZED THE PROPOSED
MOUNT WITH THE NEW LOADING AND THE
STRUCTURAL INTEGRITY OF THE MOUNT IS
UNDETERMINED.

EQUIPMENT CONFIGURATION
TO BE VERIFIED WITH TMO
CM PRIOR TO INSTALL.



② PROPOSED ANTENNA ORIENTATION PLAN
SCALE: N.T.S.

T-Mobile



9MT0134A
16296 COUNTY ROAD 3
POINT CLEAR, AL

#	DATE	DESCRIPTION
0	06/04/21	ISSUED FOR CLIENT REV.
1	06/07/21	ADDED MISSING AHLOA
2	07/08/21	REMOVED PER CLIENT COMMENT
3	07/14/21	ISSUED FOR CONSTRUCTION

TABULARY: 9MT0134A

SHEET NAME
ANTENNA PLAN

SMM/01M02-276.5 SHEET NUMBER
C-3.1

750001 BMT0134A_Anchor_3

Anchor 3 (Proposed) - view from front (show the images above when they apply)

Anchor Type	1		2	
Anchor	[Image]		[Image]	
Anchor Model	[Image]		[Image]	
Anchor	[Image]	[Image]	[Image]	[Image]
W. No.	[Image]	[Image]	[Image]	[Image]
Height	[Image]	[Image]	[Image]	[Image]
Notes	P1	P2	P3	P4
Anchor Text	[Image]	[Image]	[Image]	[Image]
Back Text				
Replacement Text				
Dimensions Text				
A. No.	[Image]	[Image]	[Image]	[Image]
Notes				
Dimensions				
Dimensions				
Anchor Equipment				
Anchor Equipment				
Anchor Equipment				
Notes of Work				

750001 BMT0134A_Anchor_3

Anchor 3 (Proposed) - view from front (show the images above when they apply)

Anchor Type	1		2	
Anchor	[Image]		[Image]	
Anchor Model	[Image]		[Image]	
Anchor	[Image]	[Image]	[Image]	[Image]
W. No.	[Image]	[Image]	[Image]	[Image]
Height	[Image]	[Image]	[Image]	[Image]
Notes	P1	P2	P3	P4
Anchor Text	[Image]	[Image]	[Image]	[Image]
Back Text				
Replacement Text				
Dimensions Text				
A. No.	[Image]	[Image]	[Image]	[Image]
Notes				
Dimensions				
Dimensions				
Anchor Equipment				
Anchor Equipment				
Anchor Equipment				
Notes of Work				

750001 BMT0134A_Anchor_3

Anchor 3 (Proposed) - view from front (show the images above when they apply)

Anchor Type	1		2	
Anchor	[Image]		[Image]	
Anchor Model	[Image]		[Image]	
Anchor	[Image]	[Image]	[Image]	[Image]
W. No.	[Image]	[Image]	[Image]	[Image]
Height	[Image]	[Image]	[Image]	[Image]
Notes	P1	P2	P3	P4
Anchor Text	[Image]	[Image]	[Image]	[Image]
Back Text				
Replacement Text				
Dimensions Text				
A. No.	[Image]	[Image]	[Image]	[Image]
Notes				
Dimensions				
Dimensions				
Anchor Equipment				
Anchor Equipment				
Anchor Equipment				
Notes of Work				

DETAILS BY OTHERS NOTE:
 DETAILS SHOWN ON THIS PAGE WERE
 PROVIDED BY OTHERS AND ARE NOT
 CARRIED UNDER THE SIGNATURE AND
 SEAL OF SANI AND/OR ITS ENGINEERS.

Mobile

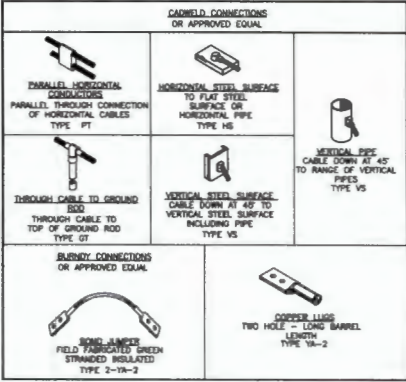


9MT0134A
 18290 COUNTY ROAD 3
 POINT CLEAR, AL

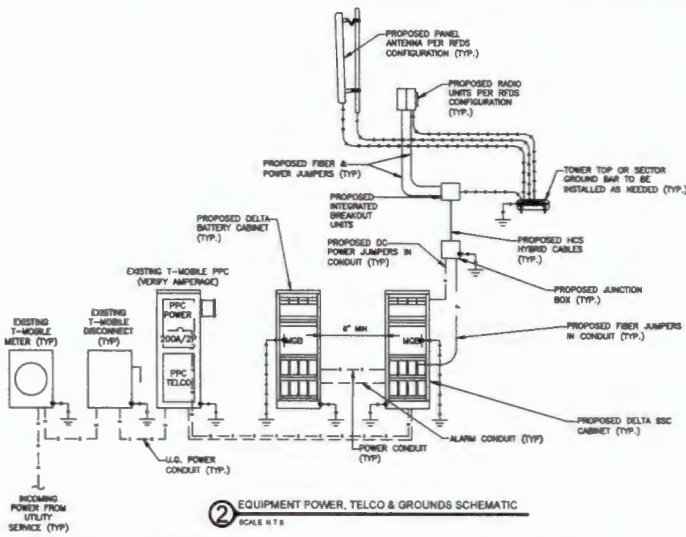
#	DATE	DESCRIPTION
0	06/04/21	ISSUED FOR CLIENT REV
1	06/07/21	REVISED PER CLIENT REV
2	07/06/21	REVISED PER CLIENT COMMENT
3	07/14/21	ISSUED FOR CONSTRUCTION

1:000 SCALE SITE ID: BMT0134A
 SHEET NAME: RFDS

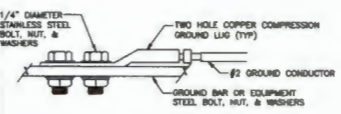
RF-2



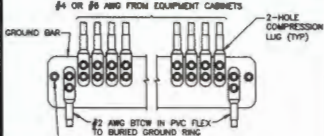
1 GROUNDING CONNECTION DETAILS
SCALE: N.T.S.



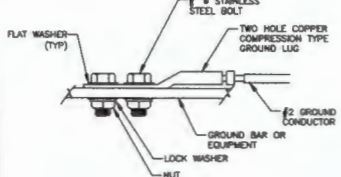
2 EQUIPMENT POWER, TELCO & GROUNDS SCHEMATIC
SCALE: N.T.S.



3 TWO HOLE LUG CONNECTION DETAIL
SCALE: N.T.S.



4 GROUND BAR DETAIL
SCALE: N.T.S.



5 MECHANICAL GROUND CONNECTION
SCALE: N.T.S.

T-Mobile

CMI ACQUISITION

SMN ENGINEERING GROUP, INC.
PROFESSIONAL ENGINEERS & SURVEYORS

CAE: AL 2244-E

ALABAMA PROFESSIONAL ENGINEER
No. 35468
JAMES M. SMITH
07/04/2021

DATE OF CONSTRUCTION: 9MT0134A
16290 COUNTY ROAD 3
POINT CLEAR, AL

#	DATE	DESCRIPTION
0	06/06/21	ISSUED FOR CLIENT REVIEW
1	06/07/21	ISSUED ISSUED AND AS
2	07/08/21	REVISED FOR CLIENT COMMENTS
3	07/14/21	ISSUED FOR CONSTRUCTION

TABLES AND ID: 9MT0134A

DRAWING NUMBER: 9MT0134A

PROJECT NUMBER: G-1

RESOLUTION NO. _____

WHEREAS, this Second Amendment is effective as of the date of execution by the last party to sign is entered into by and between City of Fairhope, Alabama, an Alabama Municipal Corporation, hereinafter referred to as “Lessor”, and T-Mobile South, LLC, a Delaware limited liability company, hereinafter referred to as “Lessee” and,

WHEREAS, the Lessor and Lessee (or their predecessors-in-interest) entered into a “PCS Site Agreement” dated January 28, 1997, as amended by that certain First Amendment to PCS Site Lease dated December 14, 2020 (collectively, the “Agreement”) regarding the Lessor’s leased area located at 578 Nichols Avenue, Fairhope, Alabama 36532; and,

WHEREAS, the Lessor and Lessee desire to modify the Agreement with the terms and conditions in the Second Amendment.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, that Mayor Sherry Sullivan is hereby authorized to execute the Second Amendment to the PCS Site Agreement as presented between the between the City of Fairhope and T-Mobile South, LLC for the leased area located at 578 Nichols Avenue, Fairhope, Alabama 36532.

Adopted this 23rd Day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

SECOND AMENDMENT TO PCS SITE AGREEMENT

This Second Amendment to PCS Site Agreement (the "**Amendment**") is effective as of the date of execution by the last party to sign (the "**Effective Date**") by and between City of Fairhope ("**Owner**") and T-Mobile South LLC, a Delaware limited liability company ("**T-Mobile**") previously referred to as "**Tri-States**") (each a "**Party**", or collectively, the "**Parties**").

Owner and T-Mobile (or their predecessors-in-interest) entered into that certain PCS Site Agreement dated January 28, 1997, as amended by an Amendment to PCS Site Agreement dated December 15, 2020 (the "**Agreement**") regarding Owner's leased area ("**Premises**") located at 578 Nichols Avenue, Fairhope, AL 36532 (the "**Property**") as described and depicted in Exhibit A, which is attached hereto and incorporated herein by this reference.

For good and valuable consideration, Owner and T-Mobile agree as follows:

1. The Agreement is in full force and effect and neither Owner nor T-Mobile is in breach under the terms of the Agreement.
2. **Equipment Modifications.** At its sole cost and expense, LESSEE shall have the right to modify its Facilities on the Premises as described and depicted in Exhibit B, which is attached hereto and incorporated herein by this reference, and LESSOR consents to and approves of such modifications in all respects.
3. **Rent.** The current monthly Rent shall increase in the amount of Five Hundred Dollars (\$500.00) per month upon the issuance of a permit by the LESSOR to authorize the construction or modification of LESSEE'S equipment modifications or on January 28, 2022 whichever comes first. Based on this Rent adjustment LESSEE shall pay the LESSOR Three Thousand Dollars per month effective January 28, 2022.
4. Except as expressly set forth in this Amendment, the Agreement otherwise is unmodified. To the extent any provision contained in this Amendment conflicts with the terms of the Agreement, the terms and provisions of this Amendment shall control. Each reference in the Agreement to itself shall be deemed also to refer to this Amendment.
5. This Amendment may be executed in duplicate counterparts, each of which will be deemed an original. Signed electronic copies of this Amendment will legally bind the Parties to the same extent as originals.
6. Each of the Parties represents and warrants that it has the right, power, legal capacity and authority to enter into and perform its respective obligations under this Amendment. Owner represents and warrants to T-Mobile that the consent or approval of a third party has either been obtained or is not required with respect to the execution of this Amendment.

7. This Amendment will be binding on and inure to the benefit of the Parties herein, their heirs, executors, administrators, successors-in-interest and assigns.

IN WITNESS, the Parties execute this Amendment as of the Effective Date.

Owner:

T-Mobile:

City of Fairhope

T-Mobile South LLC, a Delaware Limited Liability Corporation

By: _____

DocuSigned by:
David R. Ide
By: _____
32FD01344A31434...

Print Name: _____

Print Name: David R. Ide

Title: _____

Title: Director - Network Engineering & Ops

Date: _____

8/13/2021
Date: _____

DocuSigned by:
John Velasquez
C:B17F08E4483457...
8/12/2021



DocuSigned by:
MG
B:AFBBEFF7A1643F...
8/12/2021

EXHIBIT A
Premises Legal Description

MT133

789
1425

STATE OF ALABAMA)
COUNTY OF BALDWIN)

LEGAL DESCRIPTION

Commencing at the Southwest intersection of Nichols Avenue (66.0 foot right-of-way) and Mershon Street (66.0 foot right-of-way) Fairhope, Alabama; run South 89°-47'-35" West along the South right-of-way line of said Nichols Avenue, 100.0 feet to a concrete monument at the Northeast corner of property now or formerly of the City of Fairhope; thence continue South 89°-47'-35" West, 1.73 feet to a point on a Northward projection of a fence line and the Point of Beginning; thence South 00°-11'-28" West along said projection and along said fence line, 295.4 feet to a fence corner; thence South 89°-34'-00" West along a fence line, 191.52 feet; thence North 00°-01'-02" East along a fence line and projection thereof, 296.16 feet to a point on said South right-of-way line; thence North 89°-47'-45" East along said South right-of-way line, 190.44 feet to the Point of Beginning.



Donald W. Rowe, Alabama Reg. Land Surveyor No. 9359 Date: 2/17/97

EXHIBIT B EQUIPMENT LIST

- (3) FFHH-65C-R3 Antennas
- (3) CMA-BDHH-6521-EO-6-RET/TB05 Antennas
- (3) AEHC MIMO Antennas
- Remote Radio Units (RRUs):
 - (1) FRIE, (1) FXFB, (3) AHLOA, (3) AHFIG
- (3) HCS 2.0 Trunk lines with Junction Boxes
- (1) Combined Over Voltage Protection unit (COVP)

RESOLUTION NO. _____

WHEREAS, Under the Interim Final Rule of the American Rescue Plan, recipients may use Coronavirus State and Local Fiscal Recovery Funds to respond to the COVID-19 public health emergency, including expenses related to COVID-19 Vaccination Programs; and

WHEREAS, the City of Fairhope is wanting to use services to contain and mitigate the spread of COVID-19; and

WHEREAS, the City of Fairhope is desirous of implementing a COVID-19 Vaccine Incentive Program for Fairhope Volunteer Firefighters (excluding City employees) and the Fairhope Public Library employees; and

WHEREAS, the City Council would like to implement the following :

1. All Fairhope Volunteer Firefighters (excluding City employees) who are vaccinated on or before November 30, 2021 will be compensated \$250.00
2. All Fairhope Public Library employees who are vaccinated on or before November 30, 2021 for COVID-19 will be compensated as follows:
 - a. Full-Time Employees \$500.00
 - b. Part-Time Employees \$250.00

NOW BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council hereby approves and adopts the COVID-19 Vaccine Incentive Program for the City of Fairhope for Fairhope Volunteer Firefighters (excluding City employees) and all Fairhope Public Library employees as outlined in this resolution.

DULY ADOPTED THIS 23RD DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for On-Call Services for Water and Sewer (Bid Number 031-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, the bids were opened and tabulated.

[3] After evaluating the bid proposals with the required bid specifications, only one valid bid was received and we request that all bids be rejected for On-Call Services for Water and Sewer Bid No. 031-21; and authorize the Mayor to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 23rd day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Aug. 11, 2021
LAM



MEMO

Sherry Sullivan
Mayor

To: LISA A Hanks, MMC, City Clerk

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Council Members
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Date: August 5, 2021

Re: City Council approval to **reject all bids for Bid No. 031-21**

Lisa A. Hanks, MMC
City Clerk

Bid No 031-21 On-Call Contractor Services for Water and Sewer was issued on Thursday, June 24, 2021. This ITB was advertised in the Mobile Press-Register, sent to 300 vendors, and viewed by 89 vendors through the City's website and emailed directly to 8 local vendors.

Kimberly Creech
City Treasurer

A non-mandatory pre bid meeting was held on Thursday, July 15, 2021, at 10:00 A.M. (attended by 6 contractors) and Bid Responses were received until Thursday, July 29, 2021, at 10:00 A.M. The City received two bid responses, one from Construction Labor Services and one from W.R. Mitchell, Inc. Only one of these were considered responsive. A tabulation was composed, and the recommendation is to reject all bids.

Please place on the next City Council Agenda this request to reject all Bid responses for Bid No. 031-21 On-Call Contractor Services for Water Department.

Cc: file; Jason Langley, Clint Steadham, Randy Weaver

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for Refurbish Wells #2 and #9 for the Water Department (Bid Number 011-21) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, the bids were opened and tabulated.

[3] After evaluating the bid proposals with the required bid specifications, only one valid bid was received and we request that all bids be rejected for Refurbish Wells #2 and #9 for the Water Department Bid No. 011-21; and authorize the Mayor to negotiate a contract with the one bidder, pursuant to the Code of Alabama 1975, Section 39-2-6(b).

Adopted on this 23rd day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



2021 AUG 10 10:48 AM

ZAH

MEMO

To: Aislinn Stone, Senior Accountant
Kim Creech, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Date: August 10, 2021

Re: City Council approval to **reject all bids** for **Bid No. 011-21 Refurbish Wells #2 and #9**

Sherry Sullivan
Mayor

Council Members
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Engineer of Record, Matt Rogers of Thompson Engineering, and the Water and Sewer Superintendent, Jason Langley, recommend rejection of all bids received for the project.

Bid No 011-21 Refurbish Wells #2 and #9 was issued on July 9, 2021. It was advertised in newspaper for three weeks, posted to McGraw-Hill Construction-Dodge Network, emailed to three construction contractor sites, posted to the City's website and viewed by 87 of 303 e-notifications and posted at the City's bulletin board.

A non-mandatory pre-bid meeting was held on July 27, 2021, and Bid Responses were received until 10:00 a.m., on August 3, 2021 when they were publicly opened and read. Only one bid was received and the recommendation by Jason Langley, Superintendent of Water and Sewer Dept, and Thompson Engineering is that this one response be reviewed and negotiated. A tabulation and recommendation was composed by the Project Engineer, Matt Rogers P.E. with Thompson Engineering (See attached letter and bid tabulation).

"We understand that the shortage of responsive bidders is likely due to a combination of limited availability of labor and materials, and limited working days in the contract. This, in part with the increased cost of materials due to COVID-19, is likely the cause for the high cost when compared to the Engineer's Estimate"

Please place on the next City Council Agenda this request to reject all Bid responses for Bid No. 011-21 Replacement of Wells #2 and #9, and negotiate with the one bidder, Morrow Water Technologies.

Cc: file, Jason Langley, Matt Rogers, Curtis Cooper, Clint Steadham

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov



August 10, 2021

Ms. Dee Dee Brandt
Purchasing Manager
City of Fairhope
555 South Section Street
Fairhope, Alabama 36532

**RE: Bid 011-21; Project No. 21-1101-0087
Refurbish Wells 2 and 9,
Bid Recommendation**

Dee Dee,

Attached, please find the bid tabulation for the above referenced project. A single bid was received on August 3, 2021 from Morrow Water Technologies, Inc. Constructing Labor Services and Griner Drilling were also invited to bid but were non responsive.

The engineer's cost estimate for this project was \$175,000.00. The bid was received as follows:

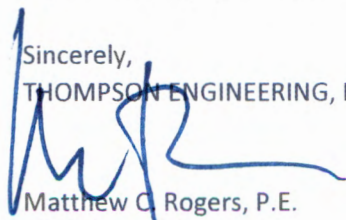
1. Morrow Water Technologies, Inc. submitted a bid of \$245,000.00. There were no discrepancies found in their bid.

We understand that the shortage of responsive bidders is likely due to a combination of limited availability of labor and materials, and limited working days in the contract. This, in part with the increased cost of materials due to COVID-19, is likely the cause for the high cost when compared to the Engineer's Estimate.

Considering the above information, we respectfully recommend that the City of Fairhope reject this bid and attempt to negotiate with Morrow Water Technologies, Inc.

If you have any questions or need additional information, please let me know.

Sincerely,
THOMPSON ENGINEERING, INC.



Matthew C. Rogers, P.E.
Senior Engineer

Alabama | Florida | Georgia | Louisiana | Mississippi | North Carolina | Tennessee | Texas

2970 Cottage Hill Rd. Ste. 190 Mobile, AL 36606
thompsonengineering.com | 251.666.2443

TABULATION OF BIDS



Thompson Engineering
2970 Cottage Hill Road, Suite 190
Mobile, Alabama 36606

Project No: Bid 011-21 (TE 21-1101-0087)
Description: City of Fairhope, Refurbish Wells 2 and 9
Date: August 3, 2021 at 10:00 AM

Item No.	Description	Unit	Quantity	Engineer's Estimate		Morrow Water Technologies	
				Unit Price	Total	Unit Price	Total
1	Mobilization / Demobilization	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00
2	Remove and Replace Existing Pumping Equipment in Well No. 2	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 110,000.00	\$ 110,000.00
3	Remove and Replace Existing Pumping Equipment in Well No. 9	LS	1	\$ 85,000.00	\$ 85,000.00	\$ 125,000.00	\$ 125,000.00
			Total:	\$	175,000.00	\$	245,000.00

I hereby certify that this tabulation of bids received by the City of Fairhope on August 3, 2021 is true and correct.



Matthew C. Rogers, P.E.
Thompson Engineering

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Change Order No. 1 to Bid Number 034-20, Masonry and Concrete Work ADA Compliance at Municipal Stadium for the following three functional/structural changes: brick veneer the existing block wall end to each end of the Home Side Grandstand; pump concrete into the existing block wall by demolishing the top block course (structural concern uncovered during demolition phase; and install all brick row locks in place of the 4x6 galvanized steel angle iron requiring all the concrete to be poured prior to brick installation instead of in three phases. This is an increased cost in an amount of \$13,600.00 for the project; and awards the Change Order to Kahlbau Construction, LLC.

Adopted on this 23rd day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/12/2021

Please return this Routing Sheet to Treasurer by: ASAP

Handwritten initials/signature

Project Name: Change Order #1 Bid 034-20 Masonry and Concrete Work ADA Compliance at Municipal Stadium

Project Location: Fairhope Municipal Stadium

Presented to City Council: 8/23/2021

Funding Request Sponsor: George Ladd, Assistant Public Works Director
Richard Johnson, Public Works Director
Pat White, Recreation Director

Resolution #: _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 13,600.00

Vendor: Kahlbau Construction LLC

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax **Cap Project** Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 103-55883
G/L Acct Name: ADA Platforms and Ramps-Stadium

Grant: \$0.00 Federal - not to exceed amount
State _____
City _____
Local _____

Project Budgeted: \$ 13,600.00
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ -

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

Capital Lease: _____ Payment _____ Term _____

Comments: This will change total contract amount from \$119,004 to \$132,604. Total budgeted for project \$165,442.50

City Council Prior Approval/Date? _____

Senior Accountant: _____ City Treasurer: _____ Mayor: _____

Purchasing Memo Date: 8/9/2021 Purchasing Memo Date: 8/9/2021 Delivered To Date: 8/12/2021

Request Approved Date: 8/12/2021 Request Approved Date: 8/12/2021 Approved Date: 8/12/2021

Signatures: Aislinn Stone Kim Creech Mayor Sherry Sullivan



Sherry Sullivan
Mayor

Council Members:
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

From: Delores A Brandt
Delores A. Brandt, Purchasing Manager

Date: AUGUST 9, 2021

Re: Placing on the next City Council agenda this request for **Change Order #1**, in the amount of **\$13,600.00**, for **Contract to Bid 034-20 Masonry and Concrete Work ADA Compliance at Municipal Stadium.**

Pat White, Director of Parks and Recreation, and Richard Johnson, Public Works Director and Project Engineer, request approval of **Change Order #1**. This change order consists of 3 functional/structural changes (see attached request):

1. Brick veneer the existing block wall end to each end of the Home Side Grandstand- - Additional \$6000
2. Pump concrete into the existing block wall by demolishing the top block course – structural concern –not uncovered until demolition phase -- Additional \$1600
3. Install all brick roll locks in place of the 4x6 galvanized steel angle iron requiring all the concrete to be poured prior to brick installation instead of in three phases – owner change – functional aesthetics --Additional \$6000

This will change the total contract amount from \$119,004.00 to \$132,604.00.

Please place on the next City Council Agenda this request for approval of Change Order #1 to contract for Bid 034-20 Masonry and Concrete Work ADA Compliance at Municipal Stadium, and authorize the Mayor to execute Change Order #1 with Kahlbau Construction, LLC.

Cc: File, Pat White, Richard Johnson, George Ladd, Randy Weaver

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

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

From: [Pat White](#)
To: [Dee Dee Brandt](#); [Richard Johnson](#); [George Ladd](#)
Subject: FW: Change Orders
Date: Monday, August 9, 2021 7:45:12 AM

Good morning.

These are the change orders for the ADA compliancy project. I'm not sure of the procedure to get these approved by council but Mayor is aware of them all.

Thanks

Pat White
Director of Parks and Recreation – City of Fairhope, AL
Pat.white@fairhopeal.gov
251 990-0151

From: Wayne Kahlbau <kahlbau@bellsouth.net>
Sent: Sunday, August 8, 2021 10:28 AM
To: Pat White <pat.white@fairhopeal.gov>
Subject: Change Orders

SENT FROM AN EXTERNAL ADDRESS

Pat, the following is a summary of the change order costs as best that I know.

1. Brick the existing block wall end to end
Additional \$6000
2. Pump concrete into the existing block wall by demolishing the top block course.
Additional \$1600
3. Change order to install all brick roll locks in place of the 4x6galvanized steel angle iron requiring all the concrete to be poured prior to brick installation instead of in three phases.
Additional \$6000

Please indicate if this is correct and if to proceed as described above.

Wayne Kahlbau

CITY OF FAIRHOPE

**CHANGE
ORDER
REQUEST**

OWNER: CITY OF FAIRHOPE – Parks and Recreation

ARCHITECT/ENGINEER: Richard D. Johnson, PE – Public Works

CONTRACTOR: Kahlbau Construction, LLC

PROJECT: BID 034-20 Municipal Stadium ADA Compliance Project

CHANGE ORDER REQUEST NO. #1 **DATE:** August 9, 2021

1. DESCRIPTION OF CHANGE:

Three functional/structural changes:

1. Brick veneer the existing block wall end to each end of the Home Side Grandstand - Additional \$6000
2. Pump concrete into the existing block wall by demolishing the top block course – structural concern – not uncovered until demolition phase - Additional \$1600
3. Install all brick roll locks in place of the 4x6 galvanized steel angle iron requiring all the concrete to be poured prior to brick installation instead of in three phases – owner change – functional aesthetics - Additional \$6000

2. CHANGE ORDER COSTS: \$13,600.00

Proposal Attached See Attached Cost Estimated/Proposal

<i>Item</i>	<i>Quantity</i>	<i>Material Unit Price</i>	<i>Labor (Hours)</i>	<i>Labor Unit Price</i>	<i>Sub-Total Cost</i>
a. Additional Brick Veneer	1	0.00	Inc	\$6000.00	\$6000.00
b. Concrete Exist. Wall	1	0.00	Inc	\$1600.00	\$1,600.00
c. Brick Row Lock – Slab Edge	1	0.00	Inc	\$6000.00	\$6000.00
d.					
e.					
f.					
TOTAL:					\$13,600.00

3. INSTITUTED BY:

Pat White (Owner’s Representative – Director of Parks and Recreation) & Richard D. Johnson, PE (Public Works)

4. JUSTIFICATION OF NEED:

This is a hybrid project that the Labor and Equipment was competitively bid with the City Bidding the Material separately. The brick veneer is an economy of scale opportunity and to finish the entire home-side façade is cost effective and would be substantially more expensive if done as a separate project. The stem wall grouting was done out of an abundance of caution for structural stability – in the initial design it was assumed the CMU was fully grouted in place – that was not the case. The brick row lock at the slab edge vs. the galvanized angle edge, was requested by the Mayor in her role as ultimate project oversight representative.

5. JUSTIFICATION OF CHANGE ORDER VERSUS COMPETITIVE BIDDING:

This equipment and labor included in the bid quantity project and the only the scope or work changes are to add this these three elements to the Stadium ADA Compliance Project. Only a magnitude of work items (quantity) changes, all increases are based on competitively bid prices for Public Works Projects.

6. COSTS REVIEW:

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

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

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

8. EXTENSION OF TIME REQUESTED: Calendar Days: 0 Days requested or granted

RECOMMENDED:

BY: Richard Johnson
Fairhope's Consulting Engineer

BY: [Signature]
City Representative

APPROVED:

BY: _____
Contractor

BY: _____
OWNER's Authorized Representative

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for Covered Slip Roof and Framing Repairs at Fairhope Docks for the Public Works Department. (Bid Number 030-21).

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

Please see attached Bid Tabulations for
Covered Slip Roof and Framing Repairs at Fairhope Docks
for the Public Works Department.

[3] After evaluating the bid proposals with the required bid specifications, Greenco Services, LLC with a total bid proposal of \$32,965.00 is now awarded the bid for Covered Slip Roof and Framing Repairs at Fairhope Docks for the Public Works Department.

Adopted on this 23rd day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

AUG 16 '21 AM 8:58

Issuing Date: 8/12/2021

Please return this Routing Sheet to Treasurer by: ASAP

Handwritten initials

Project Name: Award Bid 030-21 Covered Slip Roof And Framing Repairs

Project Location: Fairhope Docks

Presented to City Council: 8/23/2021

Funding Request Sponsor: George Ladd, Assistant Public Works Director
Richard Johnson, Public Works Director

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 32,965.00

Vendor: Greenco Services LLC

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed
Capitalized XXX
Inventoried

Funding Source:

Operating Expenses
Budgeted Capital
Unfunded XXX

Expense Code: 001340-50475
G/L Acct Name: Capital Improvements

Grant: \$0.00 Federal - not to exceed amount
State _____
City _____
Local _____

Project Budgeted: \$ _____ - (FEMA-Sally & Insurance \$54,267.32)
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 32,965.00

Comments: Repair of damages caused by Hurricane Sally. Insurance claim was filed. Received \$54,267.32 from insurance, see attached check.

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

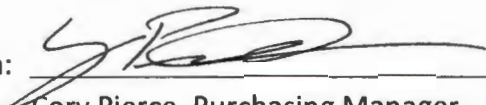
<u>Senior Accountant</u>	<u>City Treasurer</u>	<u>Mayor</u>
Purchasing Memo Date: <u>8/3/2021</u>	Purchasing Memo Date: <u>8/3/2021</u>	Delivered To Date: <u>8/12/2021</u>
Request Approved Date: <u>8/12/2021</u>	Request Approved Date: <u>8/12/2021</u>	Approved Date: <u>8/12/2021</u>
Signatures: <u><i>Aislinn Stone</i></u> Aislinn Stone	<u><i>Kim Creech</i></u> Kim Creech	<u><i>Sherry Sullivan</i></u> Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

Sherry Sullivan
Mayor

From: 
Cory Pierce, Purchasing Manager

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: **August 12, 2021**

Re: **Placement on City Council agenda to approve award of Bid 030-21 Covered Slip Roof and Framing Repairs at Docks damaged by Hurricane Sally (FEMA 4563) for Public Works Department**

The Public Works Director, Richard Johnson is requesting approval to repair the covered slip roof and framing at the Fairhope Docks that was damaged in Hurricane Sally (FEMA 4563) on or about September 15, 2020.

Bid 030-21 Covered Slip Roof and Framing Repairs at the Docks—FEMA 4563 was sent to twenty-four (24) contractors, as well as multiple state agencies for MBE and DBE consideration, and the City's website, where it was viewed by 74 of the 309 e-notification recipients. The City received three (3) bids. The Director of Public Works recommends the award be made to **GREENCO SERVICES, LLC** in the amount of **THIRTY-TWO THOUSAND NINE HUNDRED SIXTY-FIVE DOLLARS (\$32,965.00)**.

Please prepare a greensheet and place on the next City Council Agenda this request to award the repair of the covered slip roof and framing damaged in Hurricane Sally (FEMA 4563) to GREENCO SERVICES, LLC in the amount of \$32,965.00.

Cc: Richard Johnson, George Ladd, Randy Weaver, Clint Steadham

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

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

CITY OF FAIRHOPE BID TABULATION and Recommendation

BID 030-21 Covered Slip Roof and Framing Repairs at the Docks —FEMA 4563

BID OPENED: August 3, 2021, 1:00 P.M.

74 emails, minority, women-owned, special interest, and SBDC sites, viewed by 74 of 309 notifications

VENDORS (15 DAY NOTICE TO PROCEED AND 28 CALENDAR DAYS FOR WORK)				Roof Doctor	GreenCo Services, LLC	Gailliard Builders, Inc		
DESCRIPTION	PRICE PER UNIT	UNIT QTY	TOTAL PRICE					
New 26-Ga Galvalume Roof Panels (SF)		425		\$2,500.00	\$7.65	\$3,250.00	\$58.24	\$24,750.00
Replace Roof Panel Fasteners (sf)		9600		\$15,400.00	\$2.09	\$20,020.00	\$1.03	\$9,900.00
Repair/Replace Damaged Wood Superstructure (LS)		1		\$2,000.00	\$2,600.00	\$2,600.00	\$27,700.00	\$14,850.00
New X-Bracing (each)		10		\$600.00	\$78.00	\$780.00	\$1,485.00	\$14,850.00
Replace Fascia Skirting (SF)		904		\$3,700.00	\$6.98	\$6,315.00	\$21.90	\$19,800.00
TOTAL BID PRICE				\$34,200.00		\$32,965.00		\$99,000.00
DELIVERY ARO								
Contractor License						55757		38668
FEMA EXTRA INFO (anti- lobbying, and other)				YES		YES		NO
Notarized Docs				YES		YES		YES
Bid BOND				NO		YES		YES

Recommendation: Award to Greenco Services, LLC

Richard D. Johnson 8/3/2021

Richard D. Johnson, Director, Public Works-----date

Delores A. Brandt 8-3-21

Delores A. Brandt, Purchasing Manager-----date

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
FIRST PARTY PROPERTY			Dock Marina-Boat Cover	\$0.00	\$54,267.32

Claim Number: 054286 Claimant: City of Fairhope Payee: City of Fairhope
 Check Number: 71754 Total Check Amt: \$54,267.32 Event Date: 9/16/2020 Department: FHP City of Fairhope
 Adjuster Name: Marci Williams Adjuster Phone #: (334) 386-3863 Ext: 4227 Control Number: 0149946
 Payee Tax ID: 63-6001254

Green Fund

7 COPY

Mail To Address : City of Fairhope
 P.O. Drawer 429
 161 N. Section
 Fairhope, AL 36533

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



Alabama Municipal Insurance Corporation
 110 North Ripley Street
 Montgomery, AL 36104

ServiceFirst Bank

620

DATE	CHECK NO.
7/6/2021	71754
AMOUNT	
\$	***54,267.32**

Fifty-Four Thousand Two Hundred Sixty-Seven and 32/100 Dollars*****

PAY

TO THE ORDER OF

City of Fairhope
 P.O. Drawer 429
 161 N. Section
 Fairhope, AL 36533

Marci Williams
 Authorized Signature
 7/16/21

RESOLUTION NO. _____

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

[1] That the City of Fairhope did request, receive, and open bids for Nix Center Repair and Replacement of Asphalt Shingles and TPO Roof for the Community Affairs Department. (Bid Number 036-21).

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

Please see attached Bid Tabulations for
Nix Center Repair and Replacement of Asphalt Shingles and TPO Roof
for the Community Affairs Department

[3] After evaluating the bid proposals with the required bid specifications, Roof Doctor of Alabama with a total bid proposal of \$133,600.00 is now awarded the bid for Nix Center Repair and Replacement of Asphalt Shingles and TPO Roof for the Community Affairs Department.

Adopted on this 23rd day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 8/12/2021

AUG 15 21 AM 8:53
Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Award Bid 036-21 Nix Center Repair and Replacement of Asphalt Shingles and TPO Roof

Project Location: Nix Center

Presented to City Council: 8/23/2021

Funding Request Sponsor: George Ladd, Assistant Public Works Director
Richard Johnson, Public Works Director
Paige Crawford, Director of Community Affairs

Resolution # : _____
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 133,600.00

Vendor: Roof Doctor of Alabama

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Sewer Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
 Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone **Adult Rec**

Project will be: Expensed _____
Capitalized XXX
Inventoried _____

Funding Source: Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 001300-50475
G/L Acct Name: Capital Improvements

Grant: \$0.00 Federal - not to exceed amount
State _____
City _____
Local _____

Project Budgeted: \$ _____ (FEMA-Sally & Insurance \$298,490.57)
Balance Sheet Item- Included in projected cash flow

Over (Under) budget amount: \$ 133,600.00

Comments: Repair of damages caused by Hurricane Sally. Insurance claim was filed. Received \$298,490.57 from insurance, see attached check.

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant _____ City Treasurer _____ Mayor _____

Purchasing Memo Date: 8/6/2021 Purchasing Memo Date: 8/6/2021 Delivered To Date: 8/12/2021

Request Approved Date: 8/12/2021 Request Approved Date: 8/12/2021 Approved Date: 8/12/2021

Signatures: Aislinn Stone Jim Creech Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, City Treasurer

Sherry Sullivan
Mayor

From: Delores A. Brandt
Delores A. Brandt, Purchasing Manager

Council Members:

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

Date: **August 6, 2021**

Lisa A. Hanks, MMC
City Clerk

Re: **Placement on City Council agenda to approve award of Bid 036-21 NIX CTR Repair and Replacement of Asphalt Shingles and TPO ROOF—RE-BID (FEMA 4563) damaged by Hurricane Sally for Public Works Dept**

The Public Works Director, Richard Johnson is requesting to approve the repair and replacement of asphalt shingles and the TPO roof of the NIX CTR that was damaged in Hurricane Sally (FEMA 4563) on or about September 15, 2020.

Kimberly Creech
City Treasurer

Bid 036-21 was Re-Bid due to a discrepancy in the bid specifications. The Re-Bid was emailed to 11 contactors, the DBE and MBE agencies, and viewed by 74 of the 303 e-notification recipients. The City received two (2) bids. The Director of Public Works recommends the award be made to **ROOF DOCTOR OF ALABAMA, in the amount of **ONE HUNDRED THIRTY-THREE THOUSAND SIX HUNDRED DOLLARS (\$133,600.00)**.**

Please prepare a greensheet and place on the next City Council Agenda this request to award the repair of the roof and replacement of asphalt shingles damaged in Hurricane Sally (FEMA 4563) to Roof doctor of Alabama in the amount of \$133,600.00

Cc: Richard Johnson, George Ladd, Randy Weaver, Clint Steadham

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

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

CITY OF FAIRHOPE Tab and Recommendation


Bid 036-21 NIX Center Repair and Replacement of Asphalt shingle and TPO Roof

BID OPENED: August 3, 2021 - 10:00 a.m.


Vendor	Bid Documents Signed / Notarized (Y/N)	Anti-Lobbying Certification	Bid Bond	Lump Sum Bid	Vendor Compliance (Y/N)
Roof Doctor	Y	Y	Y	\$133,600.00	Y
E. Cornell Malone Corporation	Y	Y	Y	\$247,776.00	Y

Recommendation: Award to Roof Doctor of Alabama

To the best of my knowledge this is an accurate Bid Tabulation


 Signature
Richard Johnson, Public Works Director

8/16/2021
 Date


 Signature
Delores A Brandt, Purchasing Manager

8/16/2021
 Date

Description	From Date	To Date	Invoice #	Invoice Amt	Amount
FIRST PARTY PROPERTY			James P. Nix Senior Center	\$0.00	\$298,490.57

Claim Number: 054286 Claimant: City of Fairhope Payee: City of Fairhope
 Check Number: 72076 Total Check Amt: \$298,490.57 Event Date: 9/16/2020 Department: FHP City of Fairhope
 Adjuster Name: Marci Williams Adjuster Phone #: (334) 386-3863 Ext: 4227 Control Number: 0150294
 Payee Tax ID: 63-6001254

Gen Fund

COPY

Mail To Address : City of Fairhope
 P.O. Drawer 429
 161 N. Section
 Fairhope, AL 36533

REMITTANCE STATEMENT - PLEASE DETACH BEFORE DEPOSITING

THIS DOCUMENT CONTAINS A TRUE WATERMARK - HOLD TO LIGHT TO VIEW



Alabama Municipal Insurance Corporation
 110 North Ripley Street
 Montgomery, AL 36104

ServiceFirst Bank

DATE	CHECK NO.
7/20/2021	72076
AMOUNT	
\$	**298,490.57**

Two Hundred Ninety-Eight Thousand Four Hundred Ninety and 57/100 Dollars***

City of Fairhope
 P.O. Drawer 429
 161 N. Section
 Fairhope, AL 36533

Authorized Signature

⑈072076⑈ ⑆062006505⑆ 1110100136⑈

Details on back. Security features included.

RESOLUTION NO. _____

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

[1] That the City of Fairhope has voted to procure services to re-cable the 35 total drops of CAT6 cabling and accessories for the Wastewater Treatment Plant. This is unbudgeted maintenance work discovered during the move of the Electric Panel. The cost will be \$14,627.60.

Adopted on this 23rd day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

8/15/21 AM 8:58

Issuing Date: 8/12/2021

Please return this Routing Sheet to Treasurer by: ASAP

ASAP

Project Name: Re-Cabling of Wastewater Treatment Plant

Project Location: Wastewater Treatment Plant

Presented to City Council: 8/23/2021

Resolution # :
Approved _____

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology
Jason Langley, Water & Sewer Superintendent
Tim Manuel, Water & Sewer Assistant Superintendent

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 14,627.60

Vendor: Network Cabling Services, Inc

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas Electric Water **Sewer** Gas Tax Cap Project Impact Health Fed Grant

Department of General Fund Providing the Funding

Admin-10 Bldg-13 Police-15 Fire-20 ECD-24 Rec-25 Civic-26 Street-35 Sanitation-40
Fac Maint-45 Golf-50 Golf Grounds-55 Museum-70 NonDept/Fac-75 Debt Service-85 Marina-34 Plan/Zone Adult Rec

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 004020-59500
G/L Acct Name: System Improvements

Grant: \$0.00 Federal - not to exceed amount
State _____
City _____
Local _____

Project Budgeted: \$ _____
Balance Sheet Item
Included in projected
cash flow

Over (Under) budget amount: \$ 14,627.60

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

Comments:

Work was discovered during the moving of the electric panel at the WWTP

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 8/9/2021

Purchasing Memo Date: 8/9/2021

Delivered To Date: 8/12/2021

Request Approved Date: 8/12/2021

Request Approved Date: 8/12/2021

Approved Date: 8/12/2021

Signature: [Signature]
Arlinn Stone

Signature: [Signature]
Kim Creech

Signature: [Signature]
Mayor Sherry Sullivan



MEMO

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

From: Delores A Brandt
Delores A Brandt, Purchasing Manager

Sherry Sullivan
Mayor

Date: August 9, 2021

Council Members
Kevin G. Boone
Jack Burrell, ACOMO
Jimmy Conyers
Corey Martin
Jay Robinson

Re: **Request by I.T. Department** for Re-cabing of Wastewater Treatment Plant to new location

Lisa A. Hanks, MMC
City Clerk

The Jeff Montgomery, I.T. Director, requests approval to procure services to re-cable the 35 total drops of CAT6 cabling and accessories for the recently moved electric panel for the Treatment Plant. This is unbudgeted maintenance work that was discovered during the moving of the panel. The quote for this work from Network Cabling Services, Inc is **FOURTEEN THOUSAND SIX HUNDRED TWENTY-SEVEN DOLLARS AND SIXTY CENTS (\$14,627.60)**.

Kimberly Creech
City Treasurer

This procurement is allowed by Code of Alabama 1975, Section 41-16-51-(a)-15:

Contracts for which competitive bidding not required.

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

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

See attached quotation for details.

Cc: file, Jeff Montgomery, Jason Langley, Tim Manuel, Randy Weaver

161 North Section St
PO Drawer 429
Fairhope, Alabama
36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

PURCHASING DEPARTMENT REQUEST FORM

Requestor: Jeff Montgomery for Sewer Dept Department: IT

Project Name: Re-cable Waste Water Treatment Plant

Brief Project Description: Remove old cabling and re-cable to new location due to electric relocation. Total cost is \$14,627.60

Project Category: Item Bid Professional Service Other

Budget Amount: _____ Budget Code: 004020 - 59500

BID USE ONLY

Anticipated Start Date: _____ Project Duration: _____

Bid Duration: _____ Engineer of Record: _____

Pre-Bid Meeting: No Yes Date: _____ Mandatory Non-Mandatory

Scope of Work Provided By: _____ Contract Extensions: No Yes

Project Administered: Internally Externally By: _____

Bidders List Review: No Yes By: _____

Tax Exempt Project: No Yes Insurance Requirements: Minimum Maximum

Bonds: Bid Performance Labor & Materials Contract: Standard Construction Service


Related Bids/RFs: _____ Bid Opening: _____

FORCE ACCOUNT INFORMATION ONLY

Force Account Project: No Yes Estimated Amount: _____ Budget Code: _____

Notes: _____

SIGNATURES

Requestor: 

Senior Accountant: 
Aislinn Stone (Aug 6, 2021 13:09 CDT)

City Treasurer: 
Kimberly Creech (Aug 6, 2021 15:57 CDT)

Mayor: 
Sherry Sullivan (Aug 6, 2021 16:15 CDT)

NCS

NETWORK CABLING SERVICES, INC.

3720 North Pace Blvd. – Pensacola, FL - 32505

Phone: 850-941-4200

Email: mcarter@ncscabbling.com

City of Fairhope Waste Water Treatment Cabling Renovation

Submitted To:
City of Fairhope IT

Attention:
Jeff Montgomery

June 3rd, 2021

SCOPE OF WORK

Provide and install CAT6 cabling to the locations indicated during walkthrough with IT. Provide and install all jacks, faceplates, and surface mount boxes as needed for complete system. Provide and install new network cabinet as location indicated complete with patch panels and cable management as needed. Extend existing single mode fiber from current wall location to new network cabinet. Terminate all cabling installed by us. Certify test cabling all cabling installed by us and label according to customer request using latest industry standards. Demo unused cabling and hardware associated with demoed cabling.

- ❖ CAT6 Cable to be supported above ceiling using J-Hooks every 5' attached to permanent building structure via appropriate hardware.
- ❖ CAT6 PVC 250 Mhz. Compliant Cable
- ❖ CAT6 cable to be terminated at location outlet with a CAT6 jack. (Color depending on Customer)
 - Wall locations will utilize flush mounted face plate
 - WAP/Camera locations will utilize a 2-port surface mount box
 - Concrete wall locations will utilize surface mount raceway
- ❖ All CAT6 will homerun to the new network cabinet.

- ❖ MDF (1st Floor) – **35 TOTAL DROPS**
 - (1) 19" 15RU Enclosed Wall Mount Cabinet
 - (2) Horizontal Wire Mangers (Front/Rear with covers)
- ❖ Grounding
 - #6 AWG Green wire from each rack to bus bar
- ❖ Patch Cords
 - (35) 5ft. CAT6 Blue Patch Cords
 - (35) 10ft. CAT6 Blue Patch Cords

- ❖ Backbone Fiber Optic
 - Existing 18-Strand SM Fiber to be extended. If fiber unable to reach new designated location, additional fiber will be provided and installed for in-ceiling fusion splice to extend fiber.
 - (1) Rack Mount 1RU Fiber Optic Enclosure
 - (18) Splice-On LC SM Fiber Optic Connectors
 - (1) 12-Port LC SM Fiber Optic Adaptor Panel
 - (1) 6-Port LC SM Fiber Optic Adaptor Panel

- ❖ Labeling
 - CAT6 Cable to have wrap around labels at each termination point
 - TR/Room/Patch Panel/Port
 - Face plates to signify TR/Room/Patch Panel/Port
 - Patch Panel to signify Patch Panel/ Port
 - Fiber cable to have wrap around labels at each termination point
 - Strand Count/Type/Room From/Room To
 - Fiber LIU
 - Strand Count/Type/Room From/Room To

- ❖ Testing
 - CAT6 to be Certified with a Level 5 Fluke DSX
 - Fiber to be Certified with a Level 5 Fluke DSX with fiber modules

- ❖ Warranty
 - NCS will warranty all labor and materials for a period of 1 year from the date of acceptance of the system.

Exemptions:

1. All cabling inter/intra building pathways to be provided by others
2. Scissor lifts and scaffolding if required to be provided by others
3. Excludes all active Switch, WAP, Camera, and any other equipment & installation not specifically covered in this quote.

Total **\$14,627.60**

**Should Network Cabling Services, Inc. be required to obtain the services of an attorney to collect any sums which may be due under this contract and which are not paid, the Network Cabling Services, Inc. shall be entitled to all reasonable attorney's fees on behalf of their counsel in bringing or enforcing any of their rights under this agreement, said fees to include Court costs and interest, and shall include cost and attorney's fees for appellate work.*

All pricing good for 30 day period, if change order is not accepted in writing within this period of time all wire PVC products and all steel metal products will have to be reprised at invoice plus mark-up for profit and overhead. This is a result of continuous rising cost of these materials.

Due to the volatile market, in an effort to save all parties involved (Owner, General Contractor, Electrical Contractor and NCS/Network Cabling Services, Inc.) and added cost associated with the continuous rising cost of all copper wire. Network Cabling Services, Inc. reserves the right (if approved by Owner/General Contractor) to purchase the wire and store on site in a storage container provided by NCS. NCS would then ask to be paid with-in the first 30 days of contract for this wire purchase. If not accepted by (Owner/General Contractor) NCS would then have the right to re-price all wire at invoice cost plus mark up of profit and overhead at time of wire purchase. We at NCS feel that this is the best solution for all parties involved (General Contractor, Electrical Contractor and NCS) but mainly the Owner.

Network Cabling Services, Inc. shall be entitled to a finance charge of 1 1/2% per month on the unpaid balance of any amounts which are not paid within 30 days after the due date herein.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. No contingencies have been made for strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, theft and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Printed Name

Authorized Signature

Date

***Note: This proposal may be withdrawn by us if not accepted in 30 days.**

Thank you for the opportunity,

Michael Carter
Project Manager

RESOLUTION NO. _____

**RESOLUTION ADOPTING TRANSPORTATION PLAN
PURSUANT TO THE REBUILD ALABAMA ACT**

WHEREAS, the Alabama legislature in Act. No. 2019-2 adopted the Rebuild Alabama Act;

WHEREAS, the Rebuild Alabama Act provides for an allocation among the municipalities of the state on the basis of the ratio of population of each municipality to the total population of all municipalities of the state a portion of the additional taxes levied under the Act to be used for transportation infrastructure, improvement, preservation, and maintenance;

WHEREAS, the Act provides that the municipal governing body of the City of Fairhope shall adopt an annual Transportation Plan no later than August 31st which shall provide a detailed list of projects for which expenditures are intended to be made in the next fiscal year and shall be based upon an estimate of the revenues anticipated from the fund in which the additional revenue is deposited during the next fiscal year; and

WHEREAS, the Act further provides that any such funds shall be used only for the maintenance, improvement, replacement, and construction of roads and bridges maintained by the City of Fairhope and such other uses as are defined in the Act.

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

1. The City Council of the City of Fairhope hereby passes this Resolution as its Transportation Plan submitted in compliance with the Rebuild Act, Act No. 2019-2.
2. Pursuant to the Act, the City Council of the City of Fairhope estimates that its anticipated allocation from the Rebuild Alabama Act fund for the first fiscal year will be approximately \$100,000.00, with increasing allocations for each fiscal year thereafter.
3. Pursuant to the Act, the City anticipates expending funds received pursuant to the Act, in part or in whole, to fund any of the following listed projects from the attached City of Fairhope, Department of Public Works - Master Road Resurfacing List – Updated August 2021. Road resurfacing projects are denoted by ranking/score and targeted Fiscal Year for resurfacing. The list may be updated and adopted by the Fairhope City Council on a yearly or as needed basis.
4. The City Clerk is hereby authorized and instructed to post a copy of this Resolution as its Transportation Plan which must be all time be posted at City Hall and on the website of the City of Fairhope.
5. The City Treasurer is hereby authorized and directed to establish a separate fund maintained by the City of Fairhope for receipt and deposit of funds received pursuant to the Act, the proceeds of which shall be expended solely for the maintenance, improvement, replacement and construction of roads and bridges maintained by the City and such other uses as are authorized by the Act.

DULY ADOPTED THIS 23RD DAY OF AUGUST, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



**City of Fairhope
Department of Public Works
Master Road Resurfacing List - August 2021**

LEGEND:	
Road Segments Resurfaced During - FY2019 Budget Year	
Road Segments Resurfaced During - FY2020 Budget Year	
Road Segments Targeted for Resurfacing - FY2021 Budget Year	
Road Segments Targeted for Resurfacing - FY2022 Budget Year & Beyond	

Rank	Street Segment Name	From	To	Length	Width	Class	Striped	Curb/ Gutter	Reqd. Milling	Estimated Cost Per L.F.	Total Paving Cost	Cracking	Utility & Patching	Asphalt Score	Mult	Overall Score	Status
1	Volanta Ave	N Section St	US Hwy 98	3200	20	CST	Yes	No	No	\$25.75	\$82,400.00	Yes	Yes	6.00	0.60	3.60	FY21
2	Orange Ave	S Church St	S Mobile	2750	20	RTS	No	Yes	Yes	\$38.63	\$106,232.50	Yes	Severe	5.60	0.80	4.48	FY21
3	Mershon (2)	Nichols	Morphy	1300	20	RTS	No	Yes-Part	Yes	\$38.63	\$50,219.00	Yes	Yes- w/Mor	6.00	0.80	4.80	FY21
4	(ADA) Prospect	Res Access	All	1300	20	RTS	To Greeno	Blk to Greeno	No	\$59.88	\$77,844.00	Yes	Lots	6.00	0.80	4.80	FY21
5	Pecan Ave	S Church St	S Mobile	2750	20	RTS	No	Yes	Yes	\$38.63	\$106,232.50	Yes	Heavy	6.20	0.80	4.96	FY21
6	Liberty Street	Fig Ave	Pecan Ave	990	20	RAS	No	Yes	Yes	\$30.31	\$30,006.90	Yes	Yes	5.00	1.20	6.00	FY21
7	Idlewild Blvd	Fairhope	To new	1350	Bldv	RTS	No	Yes	?	\$38.63	\$52,150.50	Apron	Yes	5.20	0.80	4.16	List
8	Riveroaks Dr	Boothe Rod	Destrehan	1200	20	RAS	No	Yes	Select	\$23.40	\$28,080.00	Yes	Modest	3.50	1.20	4.20	List
9	Porch Pl Way	Loop	Loop	660	14	RAS	No	Yes	Yes	\$55.60	\$36,696.00	Yes	Yes	3.60	1.20	4.32	List
10	Sagebrush Loop	Oakwood Ave	Oakwood Ave	780	20	RAS	No	Yes	Select	\$23.40	\$18,252.00	Yes	Modest	3.80	1.20	4.56	List
11	Oakwood Ave	Riveroaks Dr	Riveroaks Dr	2900	20	RAS	No	Yes	Select	\$23.40	\$67,860.00	Yes	Modest	3.80	1.20	4.56	List
12	Driftwood Ave	Oakwood Ave	Riveroaks Dr	1050	20	RAS	No	Yes	Select	\$23.40	\$24,570.00	Yes	Modest	3.80	1.20	4.56	List
13	Club House Dr	Honours	Club House C	350	20	RTS	No	Yes	?	\$29.61	\$10,363.50	Alligator	Yes	6.00	0.80	4.80	List
14	Bayview (3)	Fairhope	Magnolia	500	20	RTS	No	No	NO	\$24.88	\$12,440.00	Yes	Yes	6.20	0.80	4.96	List
15	Bayview (4)	Magnolia	North End	2400	20	RTS	No	No	Yes 1"	\$38.63	\$92,712.00	Yes	Yes	6.25	0.80	5.00	List
16	Blue Island	Fairhope	Gayfer	2840	20	RTS	No	Yes	Yes	\$38.63	\$109,709.20	Yes	Yes	6.25	0.80	5.00	List
17	J.P. Nix Center	Parking	Bayou Dr	194	194	COF	Yes	Yes	Select	\$198.42	\$38,493.48	Yes	Minor	4.80	1.05	5.04	List
18	City Hall/CC	Parking	N Section St	316	316	COF	Yes	Yes	Select	\$198.42	\$62,700.72	Yes	Some	4.80	1.05	5.04	List
19	Summit (4)	Morphy	Fels	320	20	RTS	No	No	No	\$24.88	\$7,961.60	Alligator	Yes	6.40	0.80	5.12	List
20	Sea Cliff	County maint	To end	2375	20	RTS	Yes	Yes	Yes	\$39.57	\$93,978.75		Some utility	6.50	0.80	5.20	List
21	Beaver Dam	Clubhouse Dr	N. Dr	1680	20	RTS	No	Yes	?	\$29.61	\$49,744.80			6.50	0.80	5.20	List
22	Bayview (1)	Nichols	Fels	1060	20	RTS	No	Y-Some	Select @ C	\$38.63	\$40,947.80	Trans	Yes	6.50	0.80	5.20	List
23	North Creek Cir	Club House	Cul-de-Sac	300	20	RAS	No	Yes	Yes	\$38.63	\$11,589.00	Cul-de-sac		4.50	1.20	5.40	List
24	Cedar Pt	Club House	End	790	20	RAS	No	Yes	?	\$29.61	\$23,391.90			4.50	1.20	5.40	List
25	Boise Ln	Magnolia	Atkinson	310	12	RAS	No	No	Select	\$23.40	\$7,254.00	Some	Yes	4.50	1.20	5.40	List
26	(ADA) Hospital	Res Access	All	1300	20	RAS	No	No	No	\$49.88	\$64,844.00	Yes	Yes	4.50	1.20	5.40	List
27	(ADA) Coleman	Res Access	All	1100	20	RAS	No	No	No	\$49.88	\$54,868.00	Yes	Yes (lots)	4.50	1.20	5.40	List
28	Royal Ln	Idlewild	Windmill	4000	20	RTS	No	Yes	?	29.61	\$118,440.00			7.00	0.80	5.60	List
29	North Dr	Beaver Dam	North Cir	2200	20	RTS	No	Yes	?	\$29.61	\$65,142.00			7.00	0.80	5.60	List
30	Chestnut Ridge	Club House	End	1000	20	RAS	No	Yes	?	\$29.61	\$29,610.00		Yes	5.00	1.20	6.00	List
31	Patrician St	Edwards	Dielh	695	22	RAS	No	Yes	Edge Milling	\$30.31	\$21,065.45			5.2	1.20	6.24	List
32	Lee St	Edwards	Dielh	695	22	RAS	No	Yes	Edge Milling	\$30.31	\$21,065.45			5.2	1.20	6.24	List
33	Jeff Davis St	Edwards	North Termini	840	22	RAS	No	Yes	Edge Milling	\$30.31	\$25,460.40			5.2	1.20	6.24	List
34	Dielh St	Jeff Davis	Patrician	650	22	RAS	No	Yes	Edge Milling	\$30.31	\$19,701.50			5.2	1.20	6.24	List
35	Oak Bend Ct	South	Cul-de-Sac	940	20	RAS	No	Yes	?	\$29.61	\$27,833.40	Trans Long	Yes	5.50	1.20	6.60	List
36	High Pine Ridge		South	1300	20	RAS	No	Yes	?	\$29.61	\$38,493.00			5.50	1.20	6.60	List
37	Grants Way	Majors Way	Majors Way	960	20	RAS	No	Yes	Edge Milling	\$29.61	\$28,425.60	Yes	Yes	5.80	1.20	6.96	List
38	Majors Way	CR13	Gayfer Rd Ex	2200	20	RAS	No	Yes	Edge Milling	\$29.61	\$65,142.00	Yes	Yes	5.80	1.20	6.96	List
39	Anderson Ln	Young	West End	275	12	RAS	No	No	Leveling	\$23.40	\$6,435.00			6.00	1.20	7.20	List
40	(ADA) Pleasant	Res Access	All	1300	20	RAS	No	No	No	\$49.88	\$64,844.00	Yes	Yes	6.00	1.20	7.20	List
41	(ADA) Michigan	Res Access	All	1100	20	RAS	No	No	No	\$49.88	\$54,868.00	Yes	Some	6.00	1.20	7.20	List

42	Old Mill	Club House	South	2980	20	RAS	No	Yes	?	\$29.61	\$88,237.80			6.50	1.20	7.80	List
43	North Cir	N Dr	N Dr	1430	20	RAS	No	Yes	?	\$29.61	\$42,342.30			7.00	1.20	8.40	List
44	Intersection Repair	Bishop	Morphy	30	30	CST	No	No	Yes	\$105.00	\$3,150.00			2.8	0.60	1.68	Paved 19
45	South Church Ext.	Fig	S. Terminus	430	12	RAS	No	No	Leveling	\$23.40	\$10,062.00	Yes	Yes	1.50	1.20	1.80	Paved 19
46	Intersection Repair	Edwards Ave	Simon St	30	30	RTS	No	No	Yes	\$105.00	\$3,150.00			2.8	0.80	2.24	Paved 19
47	South Church	Fig	Nichols	2620	20	RTS	Dbl Yellow	Partial	Yes	\$44.30	\$116,066.00	Yes	Yes	3.50	0.80	2.80	Paved 19
48	Comm. Park Alley	Middle St	Nichols Ave	906	16	CTS	No	No	No	\$29.61	\$26,826.66	Yes	Yes	3.50	0.80	2.80	Paved 19
49	Jan	Patlynn	Fairwood	1400	20	RTS	No	Yes	Yes	\$38.63	\$54,082.00			4.00	0.80	3.20	Paved 19
50	Summit (3)	Fairhope	Morphy	1640	20	RTS	Dbl Yellow- Prk-wht	Yes	Yes	\$80.00	\$98,400.00	Yes	Yes	4.50	0.80	3.60	Paved 19
51	Summit (2)	Magnolia	Fairhope	500	20	RTS	Dbl Yellow Prk-Wht	Yes St up	Yes	\$80.00	\$40,000.00	Long Trans	Yes	4.50	0.80	3.60	Paved 19
52	Bayview (2)	Fels	Fairhope	2100	20	RTS	No	No	Select	\$38.63	\$81,123.00	Long Trans	Yes	4.50	0.80	3.60	Paved 19
53	Summit (1)	North End	Magnolia	2340	20	RTS	Dbl Yellow	No	Yes 1"	\$39.57	\$92,593.80	Long Trans	Bad	5.00	0.80	4.00	Paved 19
54	Liberty Street	Pier Ave	Pecan Ave	400	20	RTS	No	Yes	No	\$30.31	\$12,124.00			5.00	1.20	6.00	Paved 19
55	Jubilee	Hwy 98	Rock Creek	730	20	RAS	No	Yes	No ?	\$29.61	\$21,615.30			3.00	1.20	3.60	Paved 20
56	Kirkman	Section	Church	1400	20	RTS	No	Yes	Yes	\$38.63	\$54,082.00	Min	Yes	4.50	0.80	3.60	Paved 20
57	Pier Street	Church St	Mobile St	2750	20	RTS	No	Yes	Yes	\$38.63	\$106,232.50			5.00	0.80	4.00	Paved 20
58	Patlynn	Gayfer	Fairwood	1280	20	RTS	Dbl Yellow	Yes	Yes	\$39.57	\$50,649.60	Yes	Yes	5.00	0.80	4.00	Paved 20
59	Marsim	Jan	Patlynn	900	20	RAS	No	Yes	Yes	\$38.63	\$34,767.00	Yes	Yes	3.50	1.20	4.20	Paved 20
60	Alley (W)	Nichols	Fairlane	1320	10	RAS	No	No	No	\$19.81	\$26,149.20		No	3.50	1.20	4.20	Paved 20
61	Alley (E)	Nichols	Dogwood	660	10	RAS	No 1 block	No	No	\$19.81	\$13,074.60		No	3.50	1.20	4.20	Paved 20
62	Mershon (1)	Morphy	Fairhope	1100	20	RTS	No	No	Yes	\$38.63	\$42,493.00	Yes	Yes	5.50	0.80	4.40	Paved 20
63	Equality	School	East End	760	20	RAS	No	No	No	\$38.63	\$29,358.80	Some	Yes-	4.00	1.20	4.80	Paved 20
64	Johnson	Mershon	Berglin	1640	20	RTS	No	Yes	Yes	\$38.63	\$63,353.20		Yes	6.00	0.80	4.80	Paved 20
65	Kirkman Alley	Church	Liberty	750	12	RAS	No	No	Select	\$23.40	\$17,550.00	Roots	Yes	4.50	1.20	5.40	Paved 20
66	Brown Street	Morphy	Fairhope	1125	20	RTS	No	No	Leveling	\$29.61	\$33,311.25		Yes	4.50	1.20	5.40	Paved 20
67	Wood Grove Cir	Blue Island	Cul-de-Sac	320	20	RAS	No	Yes	No	\$29.61	\$9,475.20	Yes	Yes	5.00	1.20	6.00	Paved 20
68	Ridgewood Cir	Cul-De-Sac	Kirkman	233	20	RAS	No	Yes	Yes	\$30.31	\$7,062.23			5.00	1.20	6.00	Paved 20
69	Pt. Clear Court	Cul-De-Sac	Cul-de-Sac	110	20	RAS	No	Yes	Edge Milling	\$30.31	\$3,334.10			5.00	1.20	6.00	Paved 20
70	Ivy Cir	Cul-De-Sac	Kirkman	247	20	RAS	No	Yes	Yes	\$30.31	\$7,486.57			5.00	1.20	6.00	Paved 20
71	Francilla Cir	Cul-De-Sac	Kirkman	233	20	RAS	No	Yes	Yes	\$30.31	\$7,062.23			5.00	1.20	6.00	Paved 20
72	Boone (South)	Terminus	Kirkman	320	20	RAS	No	No	No	\$29.61	\$9,475.20			5.00	1.20	6.00	Paved 20
73	Young	Bellangee	Johnson	360	20	RAS	No	Yes	Yes	\$38.63	\$13,906.80		Yes	6.00	1.20	7.20	Paved 20
74	Call	Fairhope	Johnson	340	20	RAS	No	Yes	Yes	\$38.63	\$13,134.20		Yes	6.00	1.20	7.20	Paved 20
75	Bellangee	Mershon	End	990	20	RAS	No	Yes	Yes-2"	\$38.63	\$38,243.70		Yes	6.00	1.20	7.20	Paved 20
76	Rock Creek Dr.	Hwy 98	Jubilee	670	20	RAS	No	Yes	Yes	\$38.63	\$25,882.10			6.50	1.20	7.80	Paved 20

Street Classification Multiplier		
Collector Street or Higher	CST	0.6
Residential Through Street	RTS	0.8
City Facility	COF	1.05
Residential Access Street (Low Vol.)	RAS	1.2

FY2019 (EST)	\$655,973.40
FY2020 (EST)	\$627,698.78
FY2021 (EST)	\$452,934.90
FY2022 (EST)	\$1,625,713.15

RESOLUTION NO. ____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Mayor is authorized to engage and employ Apple Sign, Inc. to install certain components of the football scoreboard at Majors field in the amount of \$16,500.00. Said amount shall be deducted from the contract with Electro-Mech Scoreboard Company.

Adopted on this 23rd day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the Mayor is authorized to engage and employ Bowen Auger Service Inc. to drill and install certain steel beams and bracing at Majors field in the amount of \$22,257.00. Said amount shall be deducted from the contract with Electro-Mech Scoreboard Company.

Adopted on this 23rd day of August, 2021

Jack Burrell, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Bowen Auger Service, Inc.
P.O. Box 178
Adairsville, GA 30103

Office 770-386-9724

Cell 678-409-7544

Job Quote

Date: August 4, 2021

Company: The City of Fairhope

Contact: Pat White

Phone: 251-278-5322

Job Location: Fairhope, Alabama

Scope of Work:

1. Mobilize to Fairhope, AL
2. Take Down Old Scoreboard
3. Drill 2 – 36" x 18' Holes, Install Pipes, Haul Spoils to Location on Site
4. Install 2 Rebar Cages, Install 2 Upright Beams, Brace Off, Pour Concrete
5. Break down & Clean-up Job Location
6. Mobilize to Adairsville, GA

Equipment & Materials Required:

- Digger Derrick Truck 36" Auger
- Trailer
- Dump Truck
- Lift
- Push Plate
- Pumps
- Pipe
- Cages
- Stir Mud

Out Of Town Expenses:

- Trip & Fuel Permits
- Motel
- Per Diem
- Fuel

Total: \$22,257.00

*If Required for Severe Water Problems: Hydrovac \$5,000.00 (This estimate assumes that materials can be disposed of on site- per Hydrovac Service.)

Bowen Auger Service will not be responsible for the following:

1. It is the responsibility of The City of Fairhope to provide a place to dump the spoils and provide a supply of water, as needed.
2. All permits needed, including any fees, will be the responsibly of the customer.
3. All utility locates including private locates must be marked and valid before any drilling can begin.

The above price quote must be agreed on by both parties before any work can begin and it is understood that the price may vary if soil and job conditions are different than anticipated. All locates and any utility or property damages are the responsibility of The City of Fairhope. A Rock Clause applies for the contingency if rock or unusual soil conditions are encountered at specific sites where the holes are being drilled. Bowen Auger Service, Inc. and our employees are not responsible for any damages to property. This quote is valid for 30 days. Please sign and return.

The City of Fairhope

Date

Bowen Auger Service, Inc.

Date

LIBRARY BOARD

NOMINEE (S)

4-Year Term

APPOINTMENTS

Andy Parvin to fill the unexpired term of Carol Wilson

REAPPOINTMENTS

The term shall end December 2024

CITY OF FAIRHOPE



APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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

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

Last Name: **Parvin** First Name: **Andy** Phone Number: _____

Cell: **404-906-8346** Email: **andy.parvin@outlook.com**

Home Address: **104 Pecan Avenue**

City: **Fairhope** State: **AL** Zip: **36532**

Business Address: **Retired**

City: _____ State: _____ Zip: _____

Name of Board or Committee: **Library, Personnel**

EDUCATIONAL BACKGROUND:

Master of Business Administration, Emory University
Bachelor of Arts, Tulane University

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

PROFESSIONAL EXPERIENCE:

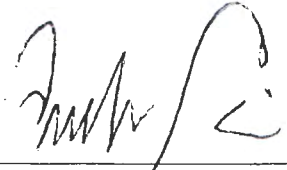
'Please see attached resume'

CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

Avid reader and visit the library every week. Strong believer in full service libraries making a very positive impact on the community. Fairhope has a great library and would like to work on a team to insure that we continue to expand its services to stay ahead of community demand for increased offerings.

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

Broad based business background. Recently retired and very interested in participating with other civic minded citizens to maintain and improve life in Fairhope for all residents.

Signature:  Date: **8/1/21**
You may attach a resume with this application.

ANDREW HENRY PARVIN

104 Pecan Avenue Fairhope, AL 36532, andy.parvin@outlook.com, 404-906-8346, LinkedIn—Andy Parvin

PROFESSIONAL SUMMARY: Recently retired from successful career in high technology sales, asset leasing and financial consulting. I would like to volunteer my time, energy and experience to collaborate with other interested civic contributors for the benefit of all Fairhope residents.

EXPERIENCE:

- | | | | |
|---|--|--------------------|--------------------|
| Andra Partners | Private Equity Advisor | Atlanta, GA | 11/15-3/21 |
| <ul style="list-style-type: none">• Buy side advisor to private equity clients. Find optimal acquisition targets consistent with their investment thesis.• Work closely with prospective buyer and seller to finalize successful investment transactions. | | | |
| Microsoft Financing | Senior Enterprise Financing Executive | Atlanta, GA | 10/08-10/15 |
| <ul style="list-style-type: none">• Recognized by vendor sales management team for “innovative approach to solving client business needs” in highly competitive sale. Resulted in largest worldwide commitment to Microsoft’s newest technology.• Achieved top rank in North America for sales volume and percentage of quota attainment in current fiscal year.• Closed customized payment plan in 2015 for high visibility sale with latest software that was profiled in a prestigious technology publication. Payments mapped to multi-year deployment plan resulted in cost justification of project for client.• Promoted 3/1/13 based on consistent revenue and commitment based results. | | | |
| Cisco Systems Capital | Lease Account Manager | Atlanta, GA | 5/08-10/08 |
| <ul style="list-style-type: none">• Closed over \$20,000,000 in less than five months, achieved annual quota assignment.• Opportunity at Microsoft became available, allowing me to expand from equipment leasing to system selling with the most strategic customer set offering a full range of customized repayment options having a more significant impact on sales. | | | |
| AT&T Capital/CIT Group | Area Manager | Atlanta, GA | 4/87-5/08 |
| <ul style="list-style-type: none">• Develop acquisition alternatives for AT&T/Lucent/Avaya products and services for corporate clients.• Recognized in top 2% of entire CIT salesforce for 2006 and 2007.• #1 sales rep in Avaya Financial Services for 2006 and 2007.• Two-time winner of AT&T Leaders Council which recognizes the top 1% of AT&T worldwide salesforce.• Closed multi-year \$125,000,000 sale with large Atlanta retailer.• Consistently exceeded annual sales quota. Grew annual billing over 400% during time in role. | | | |

ADDITIONAL WORK EXPERIENCE

6/79-4/87

- Account Executive with Southern Bell/AT&T selling telephone systems to large firms in the transportation industry. Exceeded quota every year and was promoted to the AT&T National Sales School as an instructor to teach others how to sell. Presentation skills greatly enhanced in role and developed coursework that emphasized the use of financial analysis and cost justification to increase product sales rather than relying solely on technical features and benefits. Promoted to AT&T Capital Corporation as a Senior Manager responsible for creating curriculum and marketing materials for the AT&T equipment sales force to make them more proficient in using extended payment options to secure both larger and faster sales. Promoted from this corporate position to the field sales Area Manager position so that I could directly impact AT&T sales.

EDUCATION:

- | | | | |
|--|--------------------------|------------------------|------------------|
| Master of Business Administration | Emory University | Atlanta, GA | 9/77-6/79 |
| <ul style="list-style-type: none">• Concentration in Marketing• Funded education through part-time jobs and student loans | | | |
| Bachelor of Arts | Tulane University | New Orleans, LA | 8/73-5/77 |
| <ul style="list-style-type: none">• Major in Political Science• Graduated Phi Beta Kappa, Cum Laude | | | |

City of Fairhope

Special Event Request

21JUL21

Date completed application submitted to approval authorities

Event: Fairhope Film Festival

Person Requesting: Mary Riser

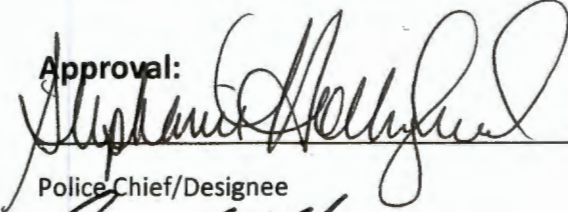
Date of Event: 13NOV21

Location: North Summit Street

Approval:

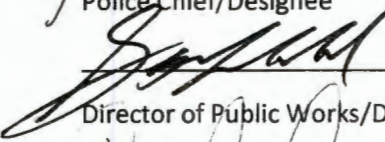
2 OFF-DUTY OFFICERS
7 HOURS EACH

Approx. security cost \$ 630



Date: 8/9/2021

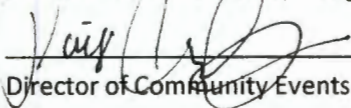
Police Chief/Designee



Date: 8/11/2021

Approx. city services cost \$ 500

Director of Public Works/Designee



Date: 8/12/2021

Director of Community Events

Disapproval:

Date: _____

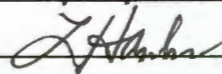
(5) Men Set up
and breakdown
total of \$500

Date: _____

Date: _____

8/23/2021

City Council Agenda Date



Date: 8/16/2021

City Clerk

Please route back to rental facilities department for application package finalization.

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

- 1. Which street and/or sidewalk do you wish to use? Summit Street between Fairhope Ave and ST _{JANE}
- 2. Date Requested: Nov 13, 2021 Hours requested from: 5PM to 11PM
- 3. Renter's Name: Fairhope Film Festival
 Address: 122 Fairhope Ave Suite #1
 City: Fairhope State: AL Zip: 36532
 Phone Numbers: 251-978-1114 (Pandora Heathcoe) 251-510-1311 (Riser) ^{many}
- 4. Purpose of Use: Annual Street party
- 5. Number of persons expected to attend (adults and minors): 100 adults
- 6. Will there be alcohol on the premises during the event? yes If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.
- 7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Bohemian LA Foundation: patio tables and chairs: stage & speakers (Rental Company: Miller's Rental; Big But
- 8. Will you need electricity? Yes No For: lights and band
- Will you need water? Yes No For: _____

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

CLEANING AND CANCELLATION POLICIES

- a.) At the conclusion of the event, the area will be inspected by a representative of the City. If the user has not cleaned up the park and restored it to its original condition, the City will clean up the park and charge the user for the services.
- b.) All cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees, and must be given to the Site Manager not less than 30 days prior to the event. No fee refunds will be made for cancellations made less than 30 days prior to the event.

Fee refunds will be made by check, and delivered by mail, less the cost of City services, as assessed by the appropriate City staff for cleaning, or a 20% handling charge for cancellations.

We the undersigned have read and understand the **Indemnity Agreement**, as well as all rules and regulations contained in City Ordinance No. **1576** as set forth by the governing body of the City of Fairhope, and will abide by these rules and regulations, which include but are not limited to the **Cancellation** and **Cleaning** policies. We also understand that if, at any time, the City-appointed Law Enforcement Personnel feel that said rules and regulations are not being followed, the function will be terminated.

Renter's Signature: Mary Riser for Fairhope Film Festival Date: July 15, 2021
City Personnel: Chuck N. [Signature] Fees Paid: \$1200.00 Date: 15 Jul 21 Ck. #: 1768

-Office Use Only-

Application Signed/Dated CM Permit/Deposit Fees CM Entered in Calendar And

CITY OF FAIRHOPE

STREET & SPECIAL EVENT CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT

ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED

- 1. Application, Cancellation Policy, Indemnity/Hold Harmless Agreement signed, dated, and fees paid.
- 2. Letter to the City Council if you are making any special requests which include but are not limited to street closing, permission to have alcohol, law enforcement personnel, barricades, and other event details.
- 3. Route/Map of Special Event [Emergency Vehicle access must be provided]
 Estimated Law Enforcement/Personnel Cost: \$ _____
- 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- 5. Proof of liability insurance naming the City of Fairhope as additional insured for date of event requested.
- 6. Signatures from 75% businesses/residents directly affected by the street to be closed. *SATURDAY after work hours*
- 7. Notifications to 100% of businesses & residents within 300 ft. of street to be closed (30 days in advance)
- 8. For South Park Events, signatures from:

Restaurant on Pier: _____ Date: _____

9. Event details (Items, including the ones listed below, must be removed *immediately* following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

- Law Enforcement Personnel Provided by: City of Fairhope
- Barricades Provided by: City of Fairhope
- Staging *Millers GRAND EVATS* Provided by: Bohemian LA Foundation
- Tents Provided by: _____
- Port-o-lets provided by: PANDORA Heathcote
- Special transportation needs provided by: _____
- Special electrical needs: _____

10. AGENDA DATE TO MEET WITH CITY COUNCIL (if required): _____

Office use only

Street closing approved
 Alcohol approved
 ABC License if selling alcohol
 Park/Street permit fees paid



CINCINNATI OH 45999-0038

In reply refer to: 0248222119
Apr. 09, 2015 LTR 4168C 0
45-3571368 000000 00

00023598

BODC: TE

FAIRHOPE FILM FESTIVAL INC
% MARY MARTIN RISER
122 FAIRHOPE AVE STE 3
FAIRHOPE AL 36532



025562

Employer Identification Number: 45-3571368
Person to Contact: Kaye Keyes
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Mar. 31, 2015, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May, 2012.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Robertson Insurance Agency Inc 101 N Section St P O Box 1048 Fairhope, AL 36533 Robertson Insurance Agency Inc	251-928-2163		CONTACT NAME: Robertson Insurance Agency Inc PHONE (A/C, No, Ext): 251-928-2163 FAX (A/C, No): 251-928-2182	
	INSURER(S) AFFORDING COVERAGE			
INSURED Fairhope Film Festival Mary Riser 122 Fairhope Ave Ste 1 Fairhope, AL 36532-2314	INSURER A: Philadelphia Insurance		NAIC # 6777	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
	INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (IND) (W/D)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK2182809	10/28/2020	10/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK2182809	10/28/2020	10/28/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Equipment Floater		PHPK2182809	10/28/2020	10/28/2021	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER ALLOTHE For Informational Purposes	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Nicole M. Jones</i>
--	--

City of Fairhope
Park & Street Usage Charges
(per city ordinance (Nos. 1575, 1576, & 1486))

Fairhope Civic Center, P.O. Drawer 429, Fairhope AL 36533 - (251) 929-1479 / 990-0130 (251) 929-1467[Fax]

Name: Fairhope Film Festival / Pandora Heathcoe
Address: 122 Fairhope Ave Suite #1, Fairhope AL 36532
Date of function: 13NOV21 Phone: 251-978-1114 No. in attendance: 100

FEE SCHEDULE

Park Rental Fee: \$150. per diem	\$0.00
Street Rental Fee: \$150. per diem	\$150.00
Additional Hours – past allotted four hour: @ \$75 per hour	\$150.00

Subtotal: \$300.00

Non-profit organization; exempt from 50% rental fees.
***Proof of 501 non-profit must be on file.**

50% Non-Profit Rate: \$150.00

Electric/Water Fee: <i>(one time charge of \$50.)</i>	\$50.00
Refundable Clean-up Deposit: <i>(Required)</i>	\$1000.00

Balance Due: \$1200.00

Less cleaning fee: -

Refund Due:

Refunds for clean-up deposit to be mailed to address given on rental application, three weeks after event.

Notes: _____

Paid: \$1200.00	Check# /Cash/CC CK# 1768	Date: 14JUL21
-----------------	--------------------------	---------------

CITY OF FAIRHOPE
CITY HALL
PO DRAWER 429
FAIRHOPE, AL 36533
251-928-2136

023023-0017 Jessica G 07/19/2021 11:03AM

MISCELLANEOUS

PARK/SIDEWALK USAGE FEE
(41080)

2021 Item: 41080

1.00 @ 1,200.00

PARK/SIDEWALK USAGE FEE
(41080)

1,200.00

1,200.00

Subtotal

1,200.00

Total

1,200.00

CHECK

1,200.00

Check Number 1768

Change due

0.00

Paid by: FAIRHOPE FILM FESTIVAL INC

Comments: NOVEMBER 13, 2021 SUMMIT STREET
BETWEEN FAIRHOPE AVE AND ST. JAMES

161 N SECTION ST, FAIRHOPE, AL 36532
<http://www.fairhopeal.gov>

CITY OF FAIRHOPE COPY
DUPLICATE RECEIPT



122 FAIRHOPE AVENUE, SUITE 1
FAIRHOPE, AL 36532

INFO@FAIRHOPEFILMFESTIVAL.ORG

July 19, 2021

Mayor Sherry Sulliivan
Jack Burrell, City Council President
City of Fairhope
P.O.Box 429
Fairhope AL 36533

Dear Mayor Sullivan and Mr. Burrell,

AMMENDED REQUEST

The Fairhope Film Festival requests permission to close S. Summit Street (between Fairhope Ave and the end of the fence on the property line at 6 South Summit street) on Saturday November 13, 2021 from 4:00PM until 11PM. for The Red Carpet Street Party. We are requesting 10 metal barricades, 6-8 trashcans, 2 police officers and electric power hook-up on S. Summit Street.

Our point of contact is Pandora Heathcoe. Her contact information is 251-978-1114 and emailpjheath5@gmail.com

I will be out of town until September 4.

Sincerely,


Mary Riser

Cc: Lisa Hanks
Enclosure: Certificate of Insurance



122 FAIRHOPE AVENUE, SUITE 1 / FAIRHOPE, AL / 36532 ☆ 251.990.7957 ⁵¹⁰⁻¹³¹ ☆ INFO@FAIRHOPEFILMFESTIVAL.ORG

City of Fairhope
One Bayou Drive
Fairhope, AL 36532

May 27, 2021

Dear Mayor Sullivan and Fairhope City Council,

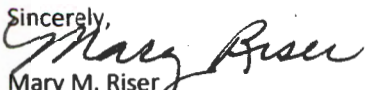
Thank you for the City's continued support of the Fairhope Film Festival, including the donation we received in March for our 2020 event. Now in our 9th Year, we are proud to have partnered with the City since the festival's inception in 2012. Together we have attracted more than 4,000 film enthusiasts to Fairhope, representing a significant annual economic impact for the City and its local businesses, as well as a fitting extension of the City's cultural and creative heritage. Together we are creating community through film.

This year's Fairhope Film Festival will take place Nov. 11-14, with dozens of films screened at various venues in downtown Fairhope. As always, the venues and activities associated with the festival are all within walking distance, inviting attendees to spend time downtown enjoying our local culture and businesses. The requests below are intended to generate increased local visibility for this year's festival, improved directions for attendees, and a central gathering place for attendees, encouraging folks to spend more time – *and money* – downtown.


To ensure another great Fairhope event, the 2021 Fairhope Film Festival requests from the City of Fairhope:

1. Financial support of \$10,000.
2. Use of the Fairhope Welcome Center on Section Street for use as the FFF Box Office. Official box office hours:
Thurs. 11/11 1PM-6PM Fri 11/12 10AM-6PM Sat. 11/13 10AM-6PM Sun 11/14 10AM-1PM
3. Use of the City public grass space at the Fairhope clock corner as FFF headquarters and hospitality area.
4. Use of S. Summit Street between Fairhope Ave and St. James for the Saturday night street party.
5. Permission to place the following signage. FFF will supply all signage.
 - Pole banners on each of the City's 16 banner light posts
 - Temporary signs at each of the two roundabouts
 - Small temporary flags in CBD bedding areas

We welcome suggestions as to how we can better market the City of Fairhope for this and future Fairhope Film Festivals. Thank you for your consideration of these requests. Certificate of insurance enclosed.

Sincerely,

Mary M. Riser
Executive Director
Cc: Sherry Sullivan, Jack Burrell and Council

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



122 FAIRHOPE AVENUE, SUITE 1 / FAIRHOPE, AL / 36532 ★ ~~251.990.7957~~ ★ INFO@FAIRHOPEFILMFESTIVAL.ORG
July 13, 2021

Mayor Sherry Sullivan
Jack Burrell, City Council President
City of Fairhope
P.O.Box 429
Fairhope AL 36533

Dear Mayor Sullivan and Mr. Burrell,

The Fairhope Film Festival requests permission to close S. Summit Street (between Fairhope Ave and South Summit near St James) on Saturday November 13, 2021 from 4:00PM until 11PM. for The Red Carpet Street Party. We are requesting 10 metal barricades, 6-8 trashcans, 2 police officers and electric power hook-up on S. Summit Street.

Our point of contact is Pandora Heathcoe. Her contact information is 251-978-1114 and emailpjheath5@gmail.com

I will be out of town until September 4.

Sincerely,


Mary Riser

Cc: Lisa Hanks
Enclosure: Certificate of Insurance

ST JAMES STREET

USA BC

Summit Street

EMERGENCY ACCESS

DRIVEWAY

Fence

Barriades

Barriades

House

W
Ton Smire Properties

Light Section

Film Festival Office

Entrance

Entrance

sidewalk

Fairhope Ave

N

Apartment Complex

Apartment Alley

Apartment

Barber Shop

E

Lipscomb Law Office

Beer/Wine

Food

180 ft

Beer/Wine

180 ft

Ticket Booth (movable)

Table

DANCE AREA
BAND

Lisa A. Hanks, MMC

From: Mary Riser <mmriser@gmail.com>
Sent: Wednesday, July 14, 2021 2:00 PM
To: Lisa A. Hanks, MMC
Subject: Fairhope Film Festival

SENT FROM AN EXTERNAL ADDRESS

Hello Lisa, It must be time to get the ball rolling for us to use South Summit Street for our annual film festival party. It will be Nov 13, from 7:00-10:00. We want to close the street at 5:00. What do I need to do? This is all, IF the city allows it. Thank you for any help, Mary

--

Mary Riser
Executive Director
Fairhope Film Festival
www.fairhopefilmfestival.org

City of Fairhope

Special Event Request

06AUG21

Date completed application submitted to approval authorities

Event: FEEF
Person Requesting: Alicia Searcy
Date of Event: 22OCT21
Location: CBD

Approval:

Stephanie Hollingshead Date: 8/9/2021 Approx. security cost \$ 2,000 OFF-DUTY
Police Chief/Designee

[Signature] Date: 8/11/2021 Approx. city services cost \$ 500
Director of Public Works/Designee

[Signature] Date: 8/12/2021
Director of Community Events

Disapproval:

Estimate based on: _____ Date: _____

- 4 officers 3p-midnight _____ Date: _____
 - 2 officers 6:30-11 pm _____ Date: _____
- cannot*

May increase with ticket sales or changes/needs

5 Men to set up *cannot* 8/27/2021 City Council Agenda Date
up 17 barricades [Signature] Date: 8/16/2021
City Clerk

- 4 No thru traffic signs
- 20 Blue road barrels

ment for application package finalization.

5 Men Clean up
total of 4 hours. *cannot*

July 27, 2021 (updated August 6)

Fairhope City Council
161 North Section St.
Fairhope, AL 36532

To our valued Council members:

"Cheers to 25 years"
Thank you for taking the time to review FEEF's request to block off a portion of downtown for our fall fundraiser, ~~"Paint the Town."~~ We are extremely excited about the prospect of gathering with friends and family to not only celebrate FEEF's accomplishments over the past 25 years, but to raise funds for FEEF's bright future.

FEEF is requesting a street blockade on October 22, 2021 at the intersection of Fairhope Avenue and Section Street. The use of barricades would be needed to block the street at the approximate junctions:

- Section st. at the alleyway just before the Visitor's Center
- Section st. at The Book Inn
- Fairhope Ave to Church St.
- Fairhope Ave at Bancroft St.

Additional barricades are requested for alleyways and parking lots. A portion of the barricaded area is being requested for VIP party parking and handicap parking, including the parking lot adjacent to Julwin's.

Our team has begun to contact those businesses directly affected by these barricades, as well as those within 300 feet. We would like to request approval for email correspondence to be sufficient should the owner agree.

"Paint the Town" will sell tickets for admittance, prior to the event and on site, to the general public, while also selling sponsorship to businesses and donors. The event will begin at 7pm and will end at 12am. We would like to ask permission to begin setting up for the event no later than 4pm and extend the event past 10pm, potentially until 12am. Ideally, we would like to use the Visitor's Center facilities for our sole restroom, but request the use of portalets should we need them. Various set items include: Electricity, water, tents, lighting, sound, dance floor, band, DJ, furniture, grill, decor, food vendors, city trash cans, etc. Ideally, some of our decor will need to be strung from structures, i.e. lamp posts, buildings, etc. Please consider for approval. di

Food and drink will be included in the cost of a ticket and will be provided on site at the event. FEEF requests permission to serve alcohol for the duration of the event in accordance with ABC guidelines.

We hope to have nearly 500 people in attendance. We would like to request the presence of the City of Fairhope Police Department and will follow the direction of Ms. Sheri Swartz as to how many officers are appropriate and for what time period.

Our policy holder has been contacted and is in the process of adding the City of Fairhope as an additional insured to our liability insurance.

As a way to promote our event, we would like to utilize the downtown lamp post banners starting two weeks prior to the event. Would this be a possibility?

As a non-profit raising funds given to our public schools for purposes of STEAM education, FEEF would like to request that permit fees and electrical/water fees associated with "Paint the Town" are waived.

Sincerely,

Alicia Seary
Paint the Town Co-Chair

July 27, 2021

Fairhope City Council
161 North Section St.
Fairhope, AL 36532

To our valued Council members:

Thank you for taking the time to review FEEF's request to block off a portion of downtown for our fall fundraiser, "Cheers to 25 Years." We are extremely excited about the prospect of gathering with friends and family to not only celebrate FEEF's accomplishments over the past 25 years, but to raise funds for FEEF's bright future.

FEEF is requesting a street blockade on October 22, 2021 at the intersection of Fairhope Avenue and Section Street. The use of barricades would be needed to block the street at the approximate junctions:

- Section st. at the alleyway just before the Visitor's Center
- Section st. at The Book Inn
- Fairhope Ave at BB&T
- Fairhope Ave at Bancroft St.

Additional barricades are requested for alleyways and parking lots. A portion of the barricaded area is being requested for VIP party parking and handicap parking, including the parking lot adjacent to Julwin's.

Our team has begun to contact those businesses directly affected by these barricades, as well as those within 300 feet. We would like to request approval for email correspondence to be sufficient should the owner agree.

"Cheers to 25 Years" will sell tickets for admittance, prior to the event and on site, to the general public, while also selling sponsorship to businesses and donors. The event will begin at 7pm and will end at 12pm. We would like to ask permission to begin setting up for the event prior to 5pm and extend the event past 10pm. Ideally, we would like to use the Visitor's Center facilities for our sole restroom, but request the use of portalets should we need them. Various set items include: Electricity, water, tents, lighting, sound, dance floor, band, DJ, furniture, grill, decor, food vendors, city trash cans, etc.

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As a non-profit raising funds given to our public schools for purposes of STEAM education, FEEF would like to request that permit fees and electrical/water fees associated with "Cheers to 25 Years" are waived.

Sincerely,

Alicia Seary
Cheers to 25 Years Co-Chair

APPLICATION FOR USE OF THE CITY OF FAIRHOPE SIDEWALKS AND/OR STREETS

Fairhope Civic Center, P.O. Drawer 429, Fairhope Al. 36532 (251) 990-0130 (251) 929-1479 (251) 929-1467 Fax

We the undersigned hereby apply for the use of certain sidewalks and/or streets within the City of Fairhope and in connection with said application, furnish the following:

1. Which street and/or sidewalk do you wish to use? Intersection of Section 3 Fairhope See map? letter to Council for detail

2. Date Requested: 10-22-21 Hours requested from: _____ to 12pm

3. Renter's Name: Fairhope Educational Enrichment Foundation

(mailing) Address: 82 Plantation Pointe #307
City: Fairhope State: AL Zip: 36532

Phone Numbers: (Cell) _____ (Home/Alternate) 251.990.3333

4. Purpose of Use: Fall Fundraising Event

5. Approximate number of persons expected to attend (adults and minors): 500

6. Will there be alcohol on the premises during the event? yes If requested, the Fairhope City Council may allow alcoholic beverages. If alcohol is allowed, the user must adhere to all rules of the Alabama Beverage Control Board and its permitting process. All permits required must be submitted to the City of Fairhope Police Chief at least 12 weeks prior to the event.

7. Describe any decorations, tents, sound equipment, staging, port-o-lets, etc.: Multiple tents, stage platform, dance floor, lighting, sound, food & drink setup, grill(?), portalets(?), barricades, trash cans
Rental Company: TBD

8. Will you need electricity? Yes No For: lighting, sound

Will you need water? Yes No For: food set up, beverage

SIDEWALK AND/OR STREET USAGE CANCELLATION POLICY

Any and all cancellations and/or date changes must be in writing and signed by the same person who signed the application and paid the rental fees and must be given to the Site Manager not less than 30 days prior to the event. Fee refunds will be made, by check, less a \$10.00 or 20% handling charge, whichever is greater and will be delivered by mail. No fee refunds will be made for cancellations made less than 30 days prior to the event.

INDEMNITY AND HOLD HARMLESS AGREEMENT

In consideration of the permission granted to me by the City of Fairhope to use the sidewalks and/or streets, I hereby indemnify and hold harmless the City of Fairhope, its agents, servants and employees from any and all claims and causes of action that may arise from injury to me or third parties using the sidewalks and/or streets who are injured or suffer property damage that is in any way caused by my use of the sidewalks and/or streets. This indemnity and hold harmless agreement is given to the City of Fairhope to protect the City and its agents, servants and employees from cost of defense and claims for injuries and damages that may be caused either directly or indirectly by my use of the sidewalks and/or streets.

We have read and understand all rules and regulations according to Ordinance No. 1490 as set forth by the governing body of the City of Fairhope and will abide by these rules and regulations. We understand that damage to parklands can and will result in additional fees. We also understand that if at any time the City of Fairhope appointed Law Enforcement Personnel feel that said rules and regulations are not being followed the function will be terminated.

I have read and understand the above, including the cancellation and indemnity policies.

Renter's Signature: [Signature] Date: 7/29/2021

City Personnel: [Signature] Fees Paid: 125.00 Date: 4 AUG 21 Ck. #: 4322

Office Use Only
Application [Signature] Cancellation Policy [Signature] Indemnity _____ Deposit [Signature] Entered in Calendar [Signature]

**City of Fairhope
Park & Street Usage Charges**

(per city ordinance (Nos. 1575, 1576, & 1486))

Fairhope Civic Center, P.O. Drawer 429, Fairhope AL 36533 - (251) 929-1479 / 990-0130 (251) 929-1467[Fax]

Name: Fairhope Educational Enrichment Foundation (FEEF)

Address: 110 St James St, Fairhope, AL 36532

Date of function: 22OCT21 Phone: (251) 990-3333 No. in attendance: 50+

FEE SCHEDULE

Park Rental Fee: \$150. per diem	\$0.00
Street Rental Fee: \$150. per diem	\$150.00
Additional Hours – past allotted four hour: @ \$75 per hour	\$300.00

Subtotal: \$450.00

Non-profit organization; exempt from 50% rental fees.
***Proof of 501 non-profit must be on file.**

50% Non-Profit Rate: \$225

Electric/Water Fee: <i>(one time charge of \$50.)</i>	\$0.00
Refundable Clean-up Deposit: <i>(Required)</i>	\$500.00

Balance Due: \$725.00

Less cleaning fee: -

Refund Due:

Refunds for clean-up deposit to be mailed to address given on rental application, three weeks after event.

Notes: _____

\$725.00 Paid: Check# /Cash/CC 004322 Date: Aug 2, 2021

FAIRHOPE EDUCATIONAL ENRICHMENT FOUNDATION (FEEF)

004322

City of Fairhope

Aug 2, 2021

Reference	Item	Description	Amount
Cheers to 25 Years		City application for Downtown street rental	725.00

1. Citizen's Bank Operating 2603223

TOTAL (Includes tax of (0.00)) 725.00

IT Job # 2384

CITY OF FAIRHOPE
CITY HALL
PO DRAWER 429
FAIRHOPE, AL 36533
251-928-2136

023234-0005 Karla B. 08/06/2021 11:12AM

MISCELLANEOUS

PARK/SIDEWALK USAGE FEE
(41060)

2021 Item: 41060

1.00 @ 725.00

PARK/SIDEWALK USAGE FEE
(41060) 725.00

725.00

Subtotal
Total

725.00
725.00

CHECK

Check Number 004322

725.00

Change due

0.00

Paid by: FEEF

Comments: FEEF STREET PARTY CRD - OCT
22, 2021

161 N SECTION ST, FAIRHOPE, AL 36532
<http://www.fairhopeal.gov>

CITY OF FAIRHOPE COPY
DUPLICATE RECEIPT

FAIRHOPE PARK AND/OR STREET USAGE CHECKLIST

ALL INFORMATION AND DOCUMENTATION REGARDING YOUR EVENT MUST BE SUBMITTED TO

THE CITY OF FAIRHOPE AT LEAST 12 WEEKS PRIOR TO YOUR EVENT.

ANY DOCUMENTATION THAT IS SUBMITTED LESS THAN 12 WEEKS WILL NOT BE ACCEPTED.

- ✓ 1. Application completed – signed and dated, with permit fee paid.
- ✓ 2. A copy of the letter to the City Council requesting specific streets to be closed, and for what times. Also, be sure to include any special requests (i.e. law enforcement personnel, barricades, trash cans, etc.)
- ✓ 3. Route/Map of Special Event [Emergency Vehicle (i.e. police, fire, etc.) access must be provided]

Estimated Law Enforcement/Personnel Cost: \$ _____

- ✓ 4. NON-PROFIT ORGANIZATIONS: Proof of nonprofit status (IRS letterhead)
- ✓ 5. Proof of liability insurance - City of Fairhope named as certificate holder with date of event requested.
- ✓ 6. For Street Closings within the Central Business District: signatures from 75% businesses/residences whose storefronts are directly affected by street to be closed (12 weeks prior to event) AND notification to 100% of businesses/residences within 300 ft. of event (30 days prior) [see attached signature sheet]
- For Street Closings outside the CBD: signatures from 75% of all businesses within 300 ft. of the street to be closed AND notification to 100% of all businesses/residences along the race route.

8. For events, at the Bay Front Parks, signatures from:

Restaurant on the Pier: _____ Date: _____

Down by the Bay Cafe: _____ Date: _____

9. Event details (Items, including the ones listed below, must be removed immediately following event and park/street cleaned and restored to original condition. (If not, additional fees will be incurred.)

- ✓ Law Enforcement Personnel Provided by: City of Fairhope - Sheri Swartz
- ✓ Barricades Provided by: City of Fairhope
- ✓ Staging Provided by: TBD
- ✓ Tents Provided by: TBD
- ✓ Port-o-lets provided by: TBD
- Special transportation needs provided by: _____
- ✓ Special electrical needs: TBD

Office use only

Street closing approved _____ Alcohol approved _____ ABC License if selling alcohol _____ AM Park/Street permit fees paid

John A Robertson Insurance Agency Inc
 101 North Section Street • Fairhope , AL 36532
 251-928-2163 • Fax: 251-928-2182 • Email: nvickers.rober27@insuremail.net
 License #: 0079298

SPECIAL EVENT INSURANCE QUOTE

Date: 07/30/2021

Client ID #: 1724434

Applicant & Event Information

Applicant Name: Fairhope Educational Enrichment Foundat

Event Type: Fund Raising Dinner

Proposed Coverage Date: 10/22/2021

Selected Coverage	Limit	Cost
Commercial General Liability (Host Liquor Liability Included) <i>Underwritten by The American Insurance Company, a company of Allianz*</i>	\$1,000,000/\$2,000,000	\$65.00
Care/Custody/Control Liability	Not Covered	\$0.00
Damage to Premises Limit	\$50,000	\$0.00
Medical Payments	\$5,000	\$50.00
Collapse of Temporary Structure	Not Covered	\$0.00
Contractual Liability	Not Covered	\$0.00
Hired and Non-Owned Auto Liability	Not Covered	\$0.00
Liquor Liability	Covered	\$100.00
Waiver of Subrogation	Not Covered	\$0.00
Terrorism	Covered	\$4.30
State Surcharge/State Guarantee Fund		\$0.00
CGL RVNA, Inc. Unlimited Additional Insured(s) Charge		\$50.00
CGL RVNA, Inc. Primary Endorsement Charge		\$0.00
CGL RVNA, Inc. Corporate Charge		\$50.00
CGL AEPV, Inc. Association Access Charge		\$50.00
Subtotal Commercial General Liability (CGL)		\$369.30
Accident Medical Expense	Not Covered	\$0.00
<i>Underwritten by Nationwide Mutual Insurance Company</i>		
State Guarantee Fund		\$0.00
AD&D/AME RVNA, Inc. Corporate Charge		\$0.00
AD&D/AME NASEP, Inc. Association Membership Fee		\$0.00
Subtotal Accident Medical Expense (AD&D/AME)		\$0.00
Event Cancellation	Not Covered	\$0.00
<i>Underwritten by HCC Insurance Company</i>		
Surplus Lines Tax/Stamping Fee		\$0.00
EC RVNA, Inc. Corporate Charge		\$0.00
EC NASEP, Inc. Association Membership Fee		\$0.00
Subtotal Event Cancellation (EC)		\$0.00
Broker Fee		\$75.00
TOTAL		\$444.30

PLEASE REVIEW THE SECOND PAGE FOR SPECIAL NOTES AND NOTABLE EXCLUSIONS

Agent Name: Nicole Vickers

John A Robertson Insurance Agency Inc
101 North Section Street • Fairhope , AL 36532
251-928-2163 • Fax: 251-928-2182 • Email: nvickers.rober27@insuremail.net
License #: 0079298

SPECIAL EVENT INSURANCE QUOTE (CONT'D.)

Notes:

- Coverage for weekend events must be purchased by 4:00 PM Friday.
- Prices subject to change without notice.
- It is the insureds responsibility to read the policy.
- Payment Method: Agency Check or Agency Credit Card.
- R.V. Nuccio & Associates Insurance Brokers, Inc. is the exclusive broker for AEPV, Inc.
- Property Damage Deductible is \$2,500.00.
- AD&D/AME Deductible is \$25.00.
- Coverage must be bound at least 24 hours in advance.

THE FOLLOWING EXCLUSIONS ARE CONTAINED IN THE COMMERCIAL GENERAL LIABILITY COVERAGE PROVIDED BY THIS PROGRAM: This list is not all inclusive. Abuse, molestation, harassment or sexual conduct; Aircraft/hot air balloon; Amusement devices (the ownership, operation, maintenance, or use of: any mechanical or non-mechanical ride, slide, or water slide, any bungee operation or equipment.); Animal games/rides; Rodeos; Employment-related practices; Fireworks; Fungi or bacteria; lead; Nuclear energy liability; Injury to Performers; Throwing objects into a crowd; Motorized vehicles/motorcycles/watercraft/powerboats practicing for, qualifying for, or testing for any racing speed, demolition, or stunting activity; Event type misrepresentation including but not limited to: Concerts (rap, hip hop, heavy metal, electronic, hard rock), Raves, Rave-like parties, Electronic music events.



OGDEN UT 84201-0038

In reply refer to: 0441742604
May 13, 2010 LTR 4168C EO
63-1159813 000000 00

00035942
BODC: TE

FAIRHOPE EDUCATIONAL ENRICHMENT
FOUNDATION
% HELEN CHAPPELLE
PO BOX 906
FAIRHOPE AL 36533



020617

Employer Identification Number: 63-1159813
Person to Contact: S. Greenfield
Toll Free Telephone Number: 1--877-829-5500

Dear Taxpayer:

This is in response to your May 04, 2010, request for information regarding your tax-exempt status.

Our records indicate that your organization was recognized as exempt under section 501(c)(03) of the Internal Revenue Code in a determination letter issued in March 1996.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(I) and 170(b)(I)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Rita A. Leete
Accounts Management II



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

010571-1149
JMA

ALCOHOLIC BEVERAGE LICENSE APPLICATION

PLEASE PRINT

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

APPLICANT'S NAME Top Shelf Bar Services, LLC
Thomas Bratton McGregor SSN# _____

AGE _____ DATE OF BIRTH _____ PLACE OF BIRTH Dahran Saudi Arabia

MAILING ADDRESS Taylor Harper Blvd

HOME # _____ WORK # _____

CELL # _____ FAX # _____

RESIDENCE ADDRESS Taylor Harper Blvd

NO. YEARS AT PRESENT ADDRESS 4 NO. YEARS AT PREVIOUS ADDRESS 5

PREVIOUS ADDRESS 13151 Holly Ct.

* NAME AND ADDRESS OF BUSINESS Top Shelf Bar Services LLC D.B.A. Bottles Up Mobile
10349 Taylor Harper Blvd - No Store Front

NAME OF CORPORATION Event: Masquerade Ball Fundraiser

BUSINESS LOCATION N/A 1 Bayou Drive (Nix Center) October 9, 2021

HAS APPLICANT EVER HAD AN ALCOHOLIC BEVERAGE LICENSE BEFORE No

IF SO, WHERE _____ UNDER WHAT NAME _____

HAS APPLICANT EVER BEEN ARRESTED No IF SO, WHERE _____

WHEN _____ WHAT WAS CHARGE _____

DISPOSITION _____

LIST THREE REFERENCES:

NAME	ADDRESS	PHONE NUMBER
Jason Dobbs	4725 Moffett Road	
Troy Perry	1513 Knob Hill Dr.	
Byron Rowland	6905 Stonebrook Dr. N	

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 10th 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 10th 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 10th 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 10th 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.

Thomas B. McFly
SIGNATURE (FULL NAME)

8.6.21
DATE

NOT APPROVED _____ DATE _____
Chief of Police

NOT APPROVED _____ DATE _____
BY COUNCIL _____ City Clerk

APPROVED Se [Signature] DATE 8-18-21
Chief of Police

APPROVED _____ DATE _____
BY COUNCIL _____ 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.