

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

WEDNESDAY, 22 MARCH 2023 – 4:30 P.M. – COUNCIL CHAMBER

1. Discussion of Mardi Gras Issues
2. Committee Updates
3. Department Head Updates

**City Council Agenda Meeting – 5:30 p.m.
on Wednesday, March 22, 2023 – Council Chamber**

Next Regular Meeting – Monday, April 10, 2023 – Same Time Same Place

**CITY OF FAIRHOPE
CITY COUNCIL AGENDA**

WEDNESDAY, 22 MARCH 2023 - 6:00 P.M. - CITY COUNCIL CHAMBER

Invocation and Pledge of Allegiance

1. Approve minutes of 13 March 2023 Regular City Council Meeting and minutes of 13 March 2023 Work Session
2. Report of the Mayor
3. Public Participation – Agenda Items – (3 minutes maximum)
4. Council Comments
5. **Final Adoption** – Ordinance – Amend Zoning Ordinance No. 1253
 - Request to establish initial zoning of FST and Encounter Development LLC’s property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.16 acres and is located at the northeast corner of State Highway 181 and State Highway 104. PPIN Number: 77558. (Introduced at the March 13, 2023 City Council Meeting)
6. Resolution – That the City Council approves the selection of Pyro Productions, Inc. as Professional Consultant for (RFQ PS23-017) the Design and Production of Fireworks Display for 4th of July 2023; and authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.
7. Resolution – That the City Council approves the selection of GeoCon Engineering and Testing, Inc. to perform Professional Engineering for Special Inspections and Construction Materials Testing for the Water Treatment Plant No. 3 (RFQ No. PS23-018); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.
8. Resolution – That the public improvements indicated herein for Overland Townhomes are hereby accepted for public maintenance subject to the bond posted by the “Subdivider”; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and 68V Overland Villas, LLC (the “Subdivider”).
9. Resolution – That the public improvements indicated herein for North Hills Phase 2 are hereby accepted for public maintenance subject to the bond posted by the “Subdivider”; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and North Hills at Fairhope, LLC (the “Subdivider”).
10. Resolution – That the City Council authorizes and approves the hiring of an additional Building Inspector for the Building Department due to the increase in permits and construction. This position has already been approved along with the Job Description and Pay Grade 9.

11. Resolution – That Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 1 to the Contract for Archaeology Monitoring for the Arts Alley Transit Hub Project (RFP No. 005-20) with TerraXplorations, Inc. to add additional services in the amount of \$10,000.00 which increases the not-to-exceed amount limit to \$20,000.00.
12. Resolution – To Award (Bid No. 23-018) for Wastewater Sludge Removal Services 2023 for the Wastewater Treatment Plant to GreenSouth Solutions, LLC with a total bid proposal of \$90.00 per cubic yard (estimated annual cost is \$600,000.00).
13. Resolution – That the City of Fairhope has voted to purchase CivicClerk Agenda Management Program from CivicPlus with the initial cost of \$17,200.01; and the program is available for direct procurement through the Interlocal Purchasing System (“TIPS”) which has been nationally bid; and authorizes the Mayor to execute the Statement of Work for this purchase.
14. Resolution – That Mayor Sherry Sullivan is authorized to execute the proposed Memorandum of Understanding and negotiate a lease agreement to be brought back to Council for approval between the City of Fairhope and Dogwood BJE, LLC.
15. Appointments – Recreation Board
16. Public Participation – (3 minutes maximum)
17. Adjourn

Next Regular Meeting – Monday, April 10, 2023 – Same Time Same 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, 13 March 2023.

Present were Council President Jay Robinson, Councilmembers: Jack Burrell, Jimmy Conyers and Kevin Boone; and Mayor Sherry Sullivan, City Attorney Marcus E. McDowell, and Assistant City Clerk Jenny Opal Wilson. Councilmember Cory Martin, and City Clerk Lisa A. Hanks were absent.

There being a quorum present, Council President Robinson called the meeting to order at 6:00 p.m. The invocation was given by Reverend Amanda Doshier of St. James Episcopal Church and the Pledge of Allegiance was recited.

Councilmember Burrell moved to suspend the rules and ask for change of order on agenda to bring up Item Numbers 14 - Number 17 for discussion prior to Item Number 5. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers moved to approve the minutes of the 27 February 2023, Regular City Council Meeting and 27 February 2023 Work Session. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

Mayor Sullivan addressed City Council and gave report.

- 1) She thanked the Recreation Department and all City departments for pulling together this past week to get the new baseball fields open. Dedicated the youth baseball fields for Vann Saltz and the high school field for Mike Fillingim.
- 2) Opening Day of Softball was the weekend prior.
- 3) Spring Soccer Opening Day at Manley Park this weekend.
- 4) Arts and Crafts Festival and Spring Fever Chase this weekend.
- 5) Extended thanks to all the people that make these events possible for our residents and visitors of Fairhope.
- 6) Mr. Vince Boothe was recognized for his service to the Airport Authority for eight (8) years of dedicated service. She thanked him and presented plaque.

President Robinson thanked Mayor Sullivan.

13 March 2023

Council President Robinson opened Public Participation for Agenda Items Number 6 – Number 17.

Dione Heusel, Executive Director, Baldwin County Trailblazers, PO Box 701, Daphne, AL 36526, info@baldwincountytrailblazers.org addressed Item No. 15 approval of the third year of “Chalk the Trail” event. Proceeds will go to Advocacy for the Trails. Council President Robinson thanked Ms. Heusel.

Council President Robinson closed Public Participation for Agenda Items Number 6 – Number 17.

Council President Robinson opened Council Comments.

Councilmember Burrell discussed the Fairhope Arts and Crafts Festival. Two (2) festivals this weekend; Arts and Crafts Committee and the Eastern Shore Arts Center. The Arts Center asked question if the City could have the Downtown Parking Shuttle available during festival to transport individuals that are elderly, disabled or needing assistance. Mayor Sullivan confirmed she has taken care of request. Councilmember Burrell additionally commended and extended thanks to Mr. Vince Booth for his service and volunteerism.

Councilmember Conyers thanked Mr. Vince Booth for his service. He additionally wanted to remind everyone to come out to the Arts and Crafts Festival.

Councilmember Boone thanked Mr. Vince Booth his service. He additionally commented he hopes everyone comes out to enjoy the festivities at the Arts and Crafts Festival.

Council President Robinson addressed the following:

- 1) Announcement Fairhope identified as ranking #2 in the country for Gold Fortified Homes.
- 2) Arts and Crafts Festival this weekend.
- 3) Opening Day of Baseball this past weekend with the dedication of the parks and the new fields at Volanta Park.
- 4) Thanked Mr. Booth for all his contributions to our community.

Councilmember Burrell moved to appoint Don Ward and William Bruce to the Airport Authority for a six (6) year term which will expire on March 31, 2029. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Conyers moved to grant the request of the Baldwin County Trailblazers for permission to use the sidewalks and grassy area of Utopia Park for a Baldwin County Trailblazer event the “3rd Annual Chalk the Trail” on Saturday, April

13 March 2023

22, 2023 from 12:00 – 5:00 p.m. with an alternate rain date of Sunday, April 23, 2023 from 12:00 – 5:00 p.m. If Utopia Park is not available, a secondary request for the event to be held on the same date and time at the Orange Street Pier location. The event raises awareness as well as funds for the Baldwin County Trailblazers. Seconded by Councilmember Burrell, motion passed unanimously by voice vote.

Councilmember Burrell moved to grant the request of the Eastern Shore Repertory Theatre Inc. requesting permission for approval to use Henry George Park from April 26, 2023 – May 8, 2023 for the “10th Annual Theatre on the Bluff” for three public performances. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

Councilmember Burrell moved to grant the request of the Rotary Club of Fairhope Foundation for approval of the “Fairhope Rotary Club Steak Cook-Off” on May 12, 2023 for street closures on Bancroft Street, between Fairhope Avenue and Morphy Avenue, and Johnson Avenue between Section Street and Bancroft Street; event from 12:00 p.m. to midnight; and approval to allow alcohol on City streets contingent upon ABC license and approval. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

A Public Hearing was held as advertised on a proposed ordinance to amend Zoning Ordinance No. 1253. Councilmember Boone introduced in writing Ordinance No. 1253, an ordinance to request to establish initial zoning of FST and Encounter Development LLC’s property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.16 acres and is located at the northeast corner of the State Highway 181 and State Highway 104. PPIN Number 77558.

Planning Director Hunter Simmons briefly explained the proposed ordinance. Staff recommends Case: ZC 23.01, PPIN# 77558, be approved with an initial zoning of B-2 General Business.

Council President Robinson opened the Public Hearing at 6:21 p.m. No one present opposed the proposed ordinance, the Public Hearing closed at 6:22 p.m.

Council President Robinson addressed due to lack of a motion for immediate consideration, this ordinance will layover until the March 22, 2022 City Council meeting. Council President Robinson thanked Mr. Simmons.

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope accepts the U.S. Department of Treasury Notice of Award approving Amendment No. 1 for Grant No. GNSSP20AL0005-01-01 Restore Act Sewer Upgrades Phase I increasing total grant amount to \$13,500,000.00; and the Council authorizes Mayor Sherry Sullivan to sign

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the amended grant agreement on behalf of the City. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4700-23

**APPROVAL OF U.S. DEPARTMENT OF THE TREASURY
NOTICE OF AWARD FOR AMENDMENT NO. 1
FOR GRANT NO. GNSSP20AL0005-01-01
RESTORE ACT SEWER UPGRADES PHASE I**

WHEREAS, the City of Fairhope was awarded a RESTORE Act Grant (#S1P25-FSU1) from the Alabama Department of Conservation and Natural Resources (ADCNR) on October 1, 2019 in the amount of \$10,082,680.00 for Sewer Upgrades Phase I; and

WHEREAS, the City did bid the project and awarded construction contracts and is ready to begin the construction phase of the project; and

WHEREAS, the construction bids came in \$3,200,000.00 over the amount allocated for construction costs on the grant and, therefore, ADCNR requested additional grant funds from U.S. Treasury in this amount for the City to cover the additional costs; and

WHEREAS, U.S. Treasury issued a Notice of Award approving Amendment No. 1, on February 15, 2023 increasing the total grant amount to \$13,500,000.00;

NOW, THEREFORE IT BE RESOLVED BY THE City of Fairhope, IN REGULAR SESSION ASSEMBLED, that the City accepts Amendment No. 1 to the Grant Agreement; and

BE IT FURTHER RESOLVED BY THE City of Fairhope, that the Council authorizes the Mayor to sign the Amended Grant Agreement on behalf of the City.

DULY ADOPTED THIS 13TH DAY OF MARCH, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

13 March 2023

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the selection for (RFQ PS23-012) Professional Engineering Services for Fairhope Water System Planning Project Phase I; and hereby authorizes Mayor Sherry Sullivan to execute a contract with Krebs Engineering with a not-to-exceed amount of \$32,000.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4701-23

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

[1] That the City of Fairhope approves the selection for (RFQ PS23-012) Professional Engineering Services for Fairhope Water System Planning Project Phase 1; and hereby authorizes Mayor Sherry Sullivan to execute a contract with Krebs Engineering with a not-to-exceed amount of \$32,000.00.

DULY ADOPTED THIS 13TH DAY OF MARCH, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 23-017) to John M. Warren, Inc. for Crowdcafe Barricades or Equivalent with a total bid proposal not-to-exceed \$49,892.00. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4702-23

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

13 March 2023

[1] That the City of Fairhope did request, receive, and open bids to procure services for (Bid No. 23-017) Crowdcafe Barricades or Equivalent at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for Crowdcafe Barricades or Equivalent

[3] After evaluating the bids with the required specifications, John M. Warren, Inc. is now awarded (Bid No. 23-017) Crowdcafe Barricades or Equivalent with a total bid proposal not-to-exceed \$49,892.00.

ADOPTED ON THIS 13TH DAY OF MARCH, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope Bid Tabulation
Bid No. 23-017 Crowdcafe Barricades or Equivalent
Opened February 17, 2023 at 2:00 P.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum Acknowledged (Y/N)	Vendor Compliance (Y/N)	Barricades Orange (each)	Barricades White (each)	Shipping/Freight Cost	Total Cost
Coastal Industrial Supply	Y	Y	Y	\$106.19	\$106.19	Included	\$43,276.00
Conserve Flag Company	Y	N	N	\$115.69	\$115.69	\$5,969.00	\$52,345.00
John M. Warren, Inc.	Y	N	N	\$94.13	\$94.13	Included	\$33,662.00
Safety Zone Specialists	Y	Y	Y	\$94.95	\$94.95	Included	\$37,980.00
Technology International, Inc.	Y	Y	Y	\$96.25	\$96.25	Included	\$34,500.00

Recommendation:

To the best of my knowledge and belief, an accurate Bid Tabulation

Richard Johnson 02/08/2023
 Signature
 Richard Johnson, Public Works Director

E. D. Wolfe 02/08/2023
 Signature
 Elin Wolfe, Purchasing Manager

Councilmember Burrell introduced in writing, and moved for the adoption of the following resolution, a resolution to award (Bid No. 23-016-COF-2023-EDA001A) for Asbestos Abatement Fairhope K-1 Center to Hernandez Demolition and Remediation, LLC with a total bid proposal not-to-exceed \$64,028.40. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

13 March 2023

RESOLUTION NO. 4703-23

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 to procure services for (Bid No. 23-016-COF-2023-EDA001A) Asbestos Abatement Fairhope K-1 Center at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

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

Please see attached Bid Tabulation for
Asbestos Abatement Fairhope K-1 Center

[3] After evaluating the bids with the required specifications, Hernandez Demolition and Remediation, LLC is now awarded (Bid No. 23-016-COF-2023-EDA001A) Asbestos Abatement Fairhope K-1 Center with a total bid proposal not-to-exceed \$64,028.40.

ADOPTED ON THIS 13TH DAY OF MARCH, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

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13 March 2023

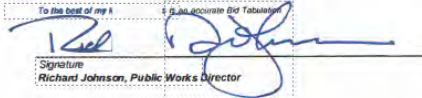
City of Fairhope Bid Tabulation
 Bid No. 23-016 Asbestos Abatement Fairhope K-1 Center
 Opened February 23, 2023 at 10:00 A.M.

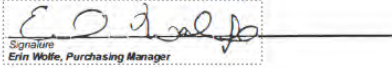
Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum Acknowledged (Y/N)	Bid Bond / Certificate (Y/N)	Vendor Compliance (Y/N)	Asbestos Abatement Lump Sum	Unit Price for vinyl floor tile & mastic removal	Unit Price for thermal system insulation
Cross Environmental Services, Inc. (CES)	Y	Y	Y	Y	\$119,600.00	\$4.75	\$12.00
Gulf Services Contracting, Inc.	Y	Y	Y	Y	\$124,248.00	\$4.47	\$10.00
Hernandez Demolition & Remediation, LLC	Y	Y	Y	Y	\$53,357.00	\$1.95	\$8.50
MAX Environmental, LLC	Y	Y	Y	Y	\$76,000.00	\$2.75	\$15.00

Recommendation:

To the best of my knowledge

I am an accurate Bid Tabulation


 Signature
 Richard Johnson, Public Works Director


 Signature
 Erin Wolfe, Purchasing Manager

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the selection by Mayor Sherry Sullivan for (RFQ PS23-016) Utility Cost of Service Study (for the Utilities); and hereby authorizes the Mayor to execute a contract with Jackson Thornton Certified Public Accountants and Consultants with a not-to-exceed amount of \$77,200.00. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

RESOLUTION NO. 4704-23

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

[1] That the City of Fairhope approves the selection by Mayor Sherry Sullivan for (RFQ PS23-016) Utility Cost of Service Study (for Gas, Electric, Water, and Sewer Utilities); and hereby authorizes the Mayor to execute a contract with Jackson Thornton Certified Public Accountants and Consultants with a not-to-exceed amount of \$77,200.00.

DULY ADOPTED THIS 13TH DAY OF MARCH, 2023

 Jay Robinson, Council President

Attest:

 Lisa A. Hanks, MMC
 City Clerk

13 March 2023

Councilmember Boone introduced in writing, and moved for the adoption of the following resolution, a resolution that the City of Fairhope approves the procurement of a thirty-six (36) month lease for a New Hewlett Packard Plotter for the Public Utilities Building; and lease is on the NASPO Cooperative Contract #140596-AL02 and therefore does not have to be let out for bid. The total cost for the lease is \$11,671.20. Seconded by Councilmember Conyers, motion passed unanimously by voice vote.

RESOLUTION NO. 4705-23

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

[1] That the City of Fairhope approves the procurement of a thirty-six (36) month lease for a New Hewlett Packard Plotter for the City Services and Public Utilities Building; and the lease is on the NASPO Cooperative Contract #140596-AL02 and therefore does not have to be let out for bid. The total cost for the lease is \$11,670.84.
13 March 2023

ADOPTED ON THIS 13TH DAY OF MARCH, 2023

Jay Robinson, 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 City of Fairhope approves the procurement of a Toro Groundmaster 3200 4WD Mower or equivalent for the Public Works Horticulture Department; and the type of equipment needed is on the Omnia National Contract #2017025 and therefore does not have to be let out for bid. The total amount not-to-exceed \$35,885.68. Seconded by Councilmember Boone, motion passed unanimously by voice vote.

13 March 2023

RESOLUTION NO. 4706-23

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

[1] That the City of Fairhope approves the procurement of a Toro Groundmaster 3200 4WD Mower or equivalent for the Public Works Horticulture Department; and the type of equipment needed is on the Omnia National Contract #2017025 and therefore does not have to be let out for bid. The total amount not-to-exceed \$35,885.68.

ADOPTED ON THIS 13TH DAY OF MARCH, 2023

Jay Robinson, Council President

Attest:

Jenny Opal Wilson, CMC
Assistant City Clerk

Councilmember Conyers introduced in writing, and moved for the adoption of the following resolution, a resolution that certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the four methods listed on the resolution. Seconded by Councilmember Boone, motion passed unanimously by voice vote. Councilmember Burrell asked for resolution surplus language in Section 2a be reviewed and modified on future resolutions.

RESOLUTION NO. 4707-23

WHEREAS, the City of Fairhope, Alabama, has certain items of personal property which are no longer needed for public or municipal purposes; and

WHEREAS, Section 11-43-56 of the Code of Alabama of 1975 authorizes the municipal governing body to dispose of unneeded personal property;

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

13 March 2023

SECTION 1. That the following personal property owned by the City of Fairhope, Alabama, is not needed for public or municipal purposes, and hereby declared surplus:

[SEE ATTACHED LIST OF EQUIPMENT]

SECTION 2. That the Mayor and City Treasurer are hereby authorized and directed to dispose of the personal property owned by the City of Fairhope, Alabama, described in Section 1, above, by one of the following methods:

- a. Receiving bids for such property (“via GovDeals”). All such property shall be sold to the highest bidder, provided, however, that the City Council shall have the authority to reject all bids when, in its opinion, it deems the bids to be less than adequate consideration for the personal property.
- b. Sold for scrap or recycle at the highest offered value.
- c. Disposal via landfill.
- d. Donate the 60 X 20 Frame for Greenhouse to the City of Gulf Shores.

ADOPTED AND APPROVED THIS 13TH DAY OF MARCH, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

Council President Robinson opened Public Participation for non-agenda items.

Kermit Magnus, 400 Jasmine Street, Fairhope, Alabama came forward to discuss a crater in front of his home that is located on City property. Mayor Sherry Sullivan told Mr. Magnus she would take care of tomorrow. Council President Robinson thanked Mr. Magnus.

13 March 2023

Jessie Patterson, 10630 County Road 1, Fairhope, Alabama came forward and addressed the following items with Council:

- 1) Inquired if the City of Fairhope had plans for a City School System as Orange Beach or Gulf Shores. Council President Robinson responded Council has not created a plan.
- 2) Discussed Fairhope Elementary West School Three (3) to Five (5) Year Plan for project along Section Street. Inquired on the City of Fairhope's participation. Mayor Sullivan addressed Principal Jenny Pierce and Science Teacher have reached out to her with discussion on a plan. She has not received the plan yet. We could partner or look at other ways of funding project with an ADECA grant.
- 3) Requested Council be present at the Fairhope Single Tax Meeting tomorrow evening at 6:30 p.m. reference White Avenue Park. Council President Robinson thanked Mr. Patterson.

Council President Robinson closed Public Participation on non-agenda items.

Councilmember Burrell moved to adjourn the meeting. Seconded by Councilmember Martin, motion passed unanimously by voice vote.

There being no further business to come before the City Council, the meeting was duly adjourned at 6:40 p.m.

Jay Robinson, Council President

Jenny Opal Wilson, CMC
Assistant City Clerk

STATE OF ALABAMA))(
 :
COUNTY OF BALDWIN))(
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The City Council met in a Work Session
at 4:30 p.m., Fairhope Municipal Complex Council Chamber,
161 North Section Street, Fairhope, Alabama 36532,
on Monday, 13 March 2023

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

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

Council President Robinson moved forward to Item No. 1 the “Alabama Historical Commission Certified Local Government (CLG) Program” by Paige Thomas, CLG Coordinator. Ms. Thomas discussed the following:

- Establishing a Historic Preservation Commission
- Steps to Establish a Historic Preservation Commission
- Certified Local Government Program
- Optional: Steps to Becoming a Certified Local Government
- State Enabling Legislation
- Optional: Establishing a Local Historic District

Ms. Thomas addressed questions from Council. Program included with minutes. Council President Robinson thanked Ms. Thomas.

Council President Robinson moved forward to Item No. 2 the “Project Status and Budget Update for the Roundabout at North Section Street”. Richard Johnson Public Works Director gave report on the “Project Status and Budget Update at North Section Street”. Mr. Johnson addressed questions by Council. Report included with minutes. Council President Jay Robinson thanked Mr. Johnson.

Council President Robinson moved forward to Item No. 3 on agenda “Request for Another Building Inspector”. Erik Cortinas presented request to Council on adding another Building Inspector due to the increase of permits and construction. Mr. Cortinas addressed questions by Council. Request included with minutes. Council President Jay Robinson thanked Mr. Cortinas.

Council President Robinson moved forward to Item No. 4 on agenda for “Discussion of Additional Police Space”. Chief Stephanie Hollingshead discussed additional police space at 329 South Greeno Road (Old Emperor Clock Building). Chief addressed questions and concerns by Council. She will forward the proposed

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budget on request by Council. Council President Robinson thanked Chief Hollingshead.

Council President moved forward to Item No. 5 on agenda "Committee Updates".

Council Burrell provided an update that the Airport Authority received a two (2) million dollar FAA grant for construction of a terminal on the east side of Airport.

Councilmembers Conyers and Boone did not have updates.

Council President moved forward to Item No. 6 on agenda "Department Head Updates".

Hunter Simmons, Planning Director discussed Historic Preservation Commission Conservation District on stopping demolition. Ms. Paige Thomas, Alabama Historical Commission, CLG Coordinator further discussed the process with parameters.

Mr. Simmons addressed Item No. 5 will be discussed at the Council Meeting Public Hearing to amend Zoning Ordinance No. 1253 a request to establish initial zoning of FST and Encounter Development LLC's property to B-2 General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.16 acres and is located at the northeast corner of State Highway 181 and State Highway 104. PPIN Number: 77558. Council President thanked Mr. Simmons.

Erik Cortinas, Building Official discussed Item No. 11 and addressed questions by Council on a resolution that the City of Fairhope approves the procurement of a thirty-six (36) month lease for a New Hewlett Packard Plotter for the Public Utilities Building; and lease is on the NASPO Cooperative Contract #140596-AL02 and therefore does not have to be let out for bid. The total cost for lease is \$11,671.20. Council President Robinson thanked Mr. Cortinas.

Jason Langley, Water and Wastewater Superintendent gave report. We had a historical milestone at the end of February; 1st day of March 2023 that exceeded 6.7 million gallons a day on water. Mr. Langley commented, typically, May – June timeline.

Mr. Langley discussed Item No. 7 and addressed questions by Council on resolution that the City of Fairhope approves the selection for (RFQ PS23-012) Professional Engineering Services for Fairhope Water System Planning Project Phase

Monday, 13 March 2023

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I; and hereby authorizes Mayor Sherry Sullivan to execute a contract with Krebs Engineering with a not-to-exceed amount of \$32,000.00. Council President Robinson thanked Mr. Langley.

Richard Johnson, Public Works Director discussed Item No. 8 a resolution to award (Bid No. 23-017) to John M. Warren, Inc. for Crowdcade Barricades or Equivalent with a total bid proposal not-to-exceed \$49,892.00.

Mr. Johnson discussed Item No. 9 a resolution to award (Bid No. 23-016-COF-2023-EDA001A) for Asbestos Abatement Fairhope K-1 Center to Hernandez Demolition and Remediation, LLC with a total bid proposal not-to-exceed \$64,028.40.

Mr. Johnson discussed Item No. 12 a resolution that the City of Fairhope approves the procurement of a Toro Groundmaster 3200 4WD Mower or equivalent for the Public Works Horticulture Department; and the type of equipment needed is on the Omnia National Contract #2017025 and therefore does not have to be let out for bid. The total amount not-to-exceed \$35,885.68.

Mr. Johnson discussed Item No. 13 a resolution that certain items are declared surplus and the Mayor and City Treasurer are hereby authorized and directed to dispose of personal property owned by the City of Fairhope by one of the four methods listed on the resolution. Council President Robinson asked Council for questions. Council President Robinson thanked Mr. Johnson.

City Treasurer Kim Creech discussed Item No. 6 a resolution that the City of Fairhope accepts the U.S. Department of Treasury Notice of Award approving Amendment No. 1 for Grant No. GNSSP20AL0005-01-01 Restore Act Sewer Upgrades Phase I increasing total grant amount to \$13,500,000.00; and the Council authorizes Mayor Sherry Sullivan to sign the amended grant agreement on behalf of the City.

Ms. Creech discussed Item No. 10 a resolution and addressed questions by Council that the City of Fairhope approves the selection by Mayor Sherry Sullivan for (RFQ PS23-016) Utility Cost of Service Study (for the Utilities); and hereby authorizes the Mayor to execute a contract with Jackson Thornton Certified Public Accountants and Consultants with a not-to-exceed amount of \$77,200.00. Council President Robinson thanked Ms. Creech.

Jeremy Little, Gas Department Superintendent gave report. Mr. Little addressed Mr. Wes Boyett, Regulatory Compliance Manager finished the annual report. Mr. Little shared highlights of report:

Monday, 13 March 2023

Page -4-

- 588 Miles of Gas Main
- 16,156 Services
- 80 Excavation Damages
- 22,549 - 811 Line Locate Tickets that came thru the City of Fairhope

Mr. Little discussed projects and addressed questions by Council. Phase II of North Hills finished. Big accomplishment this past week at Wal-Mart, they installed a 1000kW generator, we upgraded regulator station and ran a new meter and upgraded Walmart meter. Council President Robinson thanked Mr. Little.

Pat White, Recreation Director gave report. Mr. White expressed his gratitude to all that supported the Opening Day of Baseball at Volanta Park this past weekend and commended Mayor Sherry Sullivan for her leadership and support. Council President Robinson thanked Mr. White.

There being no further business to come before the City Council, the meeting was duly adjourned at 5:50 p.m. We will return for Council Meeting at 6:00 p.m.

Jay Robinson, Council President

Jenny Opal Wilson, CMC
Assistant City Clerk



ALABAMA

HISTORICAL

COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

INFORMATION ON
ESTABLISHING A
HISTORIC PRESERVATION COMMISSION
AND OPTIONAL PROGRAMS



ESTABLISHING A HISTORIC PRESERVATION COMMISSION



STEPS TO ESTABLISH A HISTORIC PRESERVATION COMMISSION

1. Adopt a local historic preservation ordinance based on Code of Alabama 11-68-1 to 11-68-15. A model ordinance is available from the Alabama Historical Commission (AHC).
2. Appoint a seven-member historic preservation commission with at least three members with formal training in the fields listed in Section 11-68-3(a).
3. The local historic preservation commission (HPC) holds an organizational meeting to learn about their responsibilities, nominate the officers, establish monthly meeting date, and develop by-laws. A staff member from AHC is available to assist with this meeting.
4. Adopt by-laws, approve officers, and establish an annual work plan. The work plan should be individual to the community. The town may need to have a historic resource survey conducted, apply for a grant, educate community on benefits of local designation, lobby to save a local landmark, etc. A staff member from AHC is available to assist with this meeting.
5. Once the city council's approval is given, an ordinance establishing the HPC is passed.
6. **OPTIONAL FOR HPCs:** Once a commission has been established, the municipality is eligible to apply for Certified Local Government (CLG) status. The CLG program provides technical assistance and makes the municipality eligible to receive grant funding through a competitive process from the Certified Local Government Grant Program.
7. **OPTIONAL FOR HPCs:** For communities who decide to designate a local district, the preservation ordinance must be followed for this process. The HPC to survey the district according to the AHC standards, justify the district boundaries based on architectural and historical merits, and develop local design guidelines to protect the significant features of the district. The HPC must hold a public hearing and notify all district residents of the hearing. Within 15 days (according to the model ordinance) of the hearing the HPC must present the proposed district to city council for their approval.
 - a. Complete survey of the proposed district according to AHC standards. The survey should justify the boundary of the proposed district based on architectural and historical merits. More information on architectural surveys can be found at <https://ahc.alabama.gov/architecturalprograms.aspx>.
 - b. Develop a map of the proposed district.
 - c. Develop draft design review guidelines.
 - d. HPC must hold a public hearing pursuant to the local ordinance. Each property owner in the proposed district must be notified of the meeting by mail and have the opportunity for comment.
 - e. The HPC must present the proposed district to city council for their approval within 15 days of the public meeting, or however many days specified in the local ordinance.

Once the city council's approval is given, an ordinance establishing the local district is passed. Property owners must have approval from the local HPC or architectural review board (if established by the city) before making any major changes to the property in the district. The HPC or review board must develop an application form and process. Building permits are not issued until property owner has commission or review board approval (called a Certificate of Appropriateness). City personnel must be educated on their role. Regular maintenance work can be "expedited" by the city staff. These expedited work items must be listed and have the HPC's or review board's approval. Typically, this expedited work includes re-roofing with same material, re-painting in a similar color, and ordinary maintenance to correct decay, deterioration, or damage that does not involve material change or a change in appearance.

**For more information please contact:
Paige Thomas, CLG Coordinator
334-230-2643 / Paige.Thomas@ahc.alabama.gov**



ALABAMA
HISTORICAL
COMMISSION
THE STATE HISTORIC PRESERVATION OFFICE

CERTIFIED LOCAL GOVERNMENT FACT SHEET

Certified Local Government Program

A Certified Local Government (CLG) is a town or city that demonstrated its commitment to saving what is important from the past for future generations through a partnership with the National Park Service and the Alabama Historical Commission.

A town or city becomes a CLG by:

- enacting a special historic preservation ordinance;
- enforcing the ordinance through a local preservation commission;
- Meeting minimum standards for certified local governments as determined by the National Park service and the Alabama Historical Commission.

What are the benefits of becoming a CLG?

Funding: Alabama receives an annual appropriation from the Federal Historic Preservation Fund and is required to give at least 10% of their funding to CLGs as subgrants. These grants can fund a wide variety of projects including: surveys, National Register nominations, rehabilitation work, design guidelines, educational programs, training, structural assessments, and feasibility studies, to name a few.

Technical Assistance: As a CLG, communities have direct access to SHPO staff for assistance with their commission, building assessments, surveys and nominations, and general preservation assistance. State staff and NPS offer regular training for CLGs as well, an added benefit of the partnership. Each SHPO has a designated CLG Coordinator.

Sustainability: Historic preservation has proven economic, environmental, and social benefits. Studies show that historic districts maintain higher property values, less population decline, more walkability and greater sense of community. Through a public process, cities can opt to have more local control over development in locally designated historic districts. This is not a requirement of becoming a CLG, but it allows communities to stabilize historic districts and preserve community character. Locally designated historic districts consistently show increased property values and economic investment. These areas also create opportunities for heritage tourism programs.

What are the responsibilities of a CLG?

Local preservation commissions recommend designation of local historic landmarks and districts to city council. They review and approve rehabilitation projects within locally designated districts or on locally designated landmarks through a Certificate of Appropriateness program. They review and make comments on all districts and individual nominations to the National Register of Historic Places in their town. People who serve on local commissions and architectural review boards make a serious time commitment to serve their communities by protecting historic resources. Cities in the CLG program make a commitment to survey and inventory historic properties and determine strategies to protect their special character.

What are the criteria for gaining CLG status?

Only cities and towns with a comprehensive plan and zoning ordinance can adopt a preservation ordinance, one of the cornerstones of the CLG program. The ordinance, surveys and composition of the local commission also have criteria set out by agreement between the city and the AHC.

Where can I get more information? Contact:

Paige Thomas
Alabama Historical Commission
334.230.2643 / Paige.Thomas@ahc.alabama.gov

Participating Cities in Alabama: Abbeville, Anniston, Arab, Auburn, Atmore, Bessemer, Birmingham, Blountsville, Centreville, Chickasaw, Decatur, Demopolis, Dothan, Eufaula, Fayette, Fairfield, Foley, Guntersville, Homewood, Huntsville, Magnolia Springs, Mobile, Monroeville, Montevallo, Montgomery, Northport, Opelika, Phenix City, Selma, Sheffield, Sylacauga, Tuscaloosa, Tuscumbia, and Valley



OPTIONAL: STEPS TO BECOMING A CERTIFIED LOCAL GOVERNMENT



STEPS TO BECOMING A CERTIFIED LOCAL GOVERNMENT (CLG)

1. Adopt a local historic preservation ordinance based on Code of Alabama 11-68-1 to 11-68-15. A model ordinance is available from the Alabama Historical Commission (AHC).
2. Appoint a seven-member historic preservation commission with at least three members with formal training in the fields listed in Section 11-68-3(a) in order to qualify for Certified Local Government program. The municipality may also choose to adopt an architectural review board.
3. The local historic preservation commission (HPC) holds an organizational meeting to learn about their responsibilities, nominate the officers, establish monthly meeting date, and develop by-laws. A staff member from AHC is available to assist with this meeting.
4. Adopt by-laws, approve officers, and establish an annual work plan. The work plan should be individual to the community. The town may need to have a historic resource survey conducted, apply for a grant, educate community on benefits of local designation, lobby to save a local landmark, etc. A staff member from AHC is available to assist with this meeting.
5. The city clerk or other appropriate staff requests review of their local program for compliance with the Certified Local Government requirements. This correspondence should include an application form; copy of the ordinance; name of city staff member assigned to work with the HPC, Letter of Intent signed by the mayor; list of any buildings, sites, structures or districts including addresses of locally designated properties; proposal of how National Register nominations will be reviewed; how and where records will be kept; and resumes from HPC members to verify at least three meet the educational requirements of the ordinance. The AHC will review the local ordinance for compliance with the state enabling legislation. If the ordinance meets the requirements and the application is approved, a CLG Agreement will be signed by the AHC Executive Director and the mayor. The AHC will then forward all paperwork to the National Park Service for final approval.
6. **OPTIONAL FOR CLGs:** For communities who decide to designate a local district, the preservation ordinance must be followed for this process. It requires the HPC to survey the district according to the AHC standards, justify the district boundaries based on architectural and historical merits, and develop local design guidelines to protect the significant features of the district. The HPC must hold a public hearing and notify all district residents of the hearing. Within 15 days (according to the model ordinance) of the hearing the HPC must present the proposed district to city council for their approval.

Once the city council's approval is given, an ordinance establishing the local district is passed. Property owners must have approval from the local HPC (or architectural review board) before making any major changes to the property in the district. The HPC must develop an application form and process. Building permits are not issued until property owner has commission or review board approval (called a Certificate of Appropriateness). City personnel must be educated on their role. Regular maintenance work can be "expedited" by the city staff. These expedited work items must be listed and have the HPC's or review board's approval. Typically, this expedited work includes re-roofing with same material, re-painting in a similar color, and ordinary maintenance to correct decay, deterioration, or damage that does not involve material change or a change in appearance.

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ALABAMA
HISTORICAL
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THE STATE HISTORIC PRESERVATION OFFICE

STATE ENABLING LEGISLATION

CODE OF ALABAMA – Title 11

Chapter 68: HISTORIC PRESERVATION COMMISSIONS AND ARCHITECTURAL REVIEW BOARDS.

Section 11-68-1

Purpose of chapter.

The purposes of this chapter are to provide for the establishment of historic preservation commissions and architectural review boards, and to promote the educational, cultural, economic and general welfare of Alabama municipalities: through the preservation and protection of buildings, sites, structures, areas and districts of historic significance and interest; through the preservation and enhancement of the national, state and local historic, architectural, archaeological and aesthetic heritage found in Alabama; and through the promotion and enhancement of Alabama's historic and aesthetic attraction to tourists and visitors.

Section 11-68-2

Establishment of historic preservation commission and architectural review boards.

The governing body of any municipality electing to enact an ordinance, pursuant to this chapter, to provide for the creation, protection and enhancement of historic properties or historic districts, shall establish an historic preservation commission, hereinafter sometimes called the commission, and may establish one or more architectural review boards, hereinafter sometimes called the boards, to carry out the purposes and responsibilities of that ordinance.

Section 11-68-3

Composition of commission; nomination of members; terms of office; removal; vacancies; officers; rules; reimbursement of expenses; personnel; annual report; meetings.

(a) An historic preservation commission created by an ordinance enacted pursuant to this chapter shall be composed of not less than 7 members, who shall have demonstrated training or experience in the fields of history, architecture, architectural history, urban planning, archaeology or law, or who shall be residents of an historic district designated pursuant to that ordinance. Members of the commission shall be bona fide residents of the territorial jurisdiction of the municipality creating the commission. Not more than one-fifth of the members of the commission shall be public officials.

(b) Members of the commission shall be nominated by the chief executive officer of the municipality creating the commission and appointed by the legislative body of that municipality. Nomination and appointment of members of the commission shall be made

so as to ensure that the commission will be composed of persons with as much of the training and experience specified in subsection (a) of this section as is possible.

(c) Except for the original members of the commission, members of the commission shall serve three year terms and shall be appointed in such a manner so as to serve overlapping terms. Two of the original members of the commission shall be appointed to serve one year terms, two of the original members of the commission shall be appointed to serve two year terms, and the remainder of the original members of the commission shall be appointed to serve three year terms. Members of the commission may be reappointed.

(d) Members of the commission may be removed for cause by the legislative body of the municipality creating the commission.

(e) Vacancies on the commission shall be filled by persons nominated by the chief executive officer of the municipality creating the commission and appointed by the legislative body of that municipality. Such appointments shall be for the unexpired term of the member replaced.

(f) Members of the commission shall elect a chairman and a vice chairman and such other officers as the members deem necessary. The commission shall adopt rules of procedure and bylaws to govern its operations and shall communicate those rules of procedure and bylaws to the municipality creating the commission. The rules of procedure and bylaws of the commission shall specify what number of members of the commission constitutes a quorum.

(g) Members of the commission shall serve without compensation but may be reimbursed for expenses incurred on behalf of the commission in accordance with the rules and regulations for the reimbursement of expenses adopted by the commission.

(h) The commission may employ such professional, technical, office and other personnel as may be necessary to carry out the purposes and responsibilities of the ordinance enacted pursuant to this chapter.

(i) The commission shall prepare and file with the municipality creating the commission, and with the Alabama Historical Commission, an annual report of its activities as required by the municipality and the Alabama Historical Commission.

(j) Meetings of the commission shall be public meetings and shall be held at times and places and pursuant to such notices specified in the ordinance creating the commission.

Section 11-68-4

Status of commission as nonprofit agency exempt from taxation.

An historic preservation commission shall constitute a non-profit governmental agency whose funds shall be used exclusively for public purposes. Such commission shall have

tax exempt status, and the properties of the commission and the income therefrom, together with all leases, agreements and contracts made by it, shall be forever exempt from any and all taxation by the State of Alabama and any political subdivision thereof, including, but not limited to, income, admission, amusement, excise and ad valorem taxes.

Section 11-68-5

Powers and duties of commission.

An historic preservation commission created by an ordinance enacted pursuant to this chapter shall be authorized to:

- (1) Preserve and protect buildings, structures and sites of historic and architectural value in the historic districts designated pursuant to that ordinance;
- (2) Prepare a survey of all property within the territorial jurisdiction of the municipality creating the commission;
- (3) Recommend to the municipality creating the commission buildings, structures, sites and districts for designation as historic properties or districts;
- (4) Restore and preserve any historic properties acquired by the municipality creating the commission or acquired by the commission;
- (5) Promote acquisition of facade and conservation easements by the municipality creating the commission or by the commission;
- (6) Develop and conduct educational programs on historic projects and districts designated pursuant to the ordinance and on historic preservation subjects;
- (7) Make such investigations and studies of matters relating to historic preservation as the municipality creating the commission or the commission deems necessary and appropriate for the purposes of this chapter;
- (8) Apply for funds to carry out the purposes and responsibilities of the commission from municipal, county, state, federal and private agencies and sources;
- (9) Purchase, sell, contract to purchase, contract to sell, own, encumber, lease, mortgage and insure real and personal property in carrying out the purposes and responsibilities of the commission;
- (10) Investigate, survey and process nominations of properties to the National Register of Historic Places;

(11) Investigate, survey and process applications for certification of historic properties for tax credits for preservation expenditures;

(12) Contract with other municipal, county, state, federal and private agencies and organizations to perform historic preservation related functions;

(13) Exercise such further powers as the commission may deem reasonably necessary and proper to carry out the purposes, responsibilities and powers of the commission.

Section 11-68-6

Designation of historic properties and historic districts by municipality on recommendation of commission; criteria.

(a) On recommendation of the historic preservation commission, a municipality enacting an ordinance, pursuant to this chapter, may designate historic properties and historic districts within the territorial jurisdiction of the municipality.

(b) The commission shall not recommend designation of an historic property or historic district unless such recommendation is based on a finding of a survey of such property or district conducted by or for the commission in accordance with the rules and regulations of the Alabama Historical Commission.

(c) The commission shall not recommend designation of an historic property or historic district unless it finds that the building, structure, site or district is identified with or represents a significant aspect of the cultural, political, economic, military or social history of the locality, region, state or nation or has had a significant relationship with the life of a historic person or event, representing a major aspect of the history of the locality, region, state or nation, or if a part of the historic, architectural, archaeological or aesthetic heritage of the locality, region, state, or nation. In the case of an individual building or structure, the commission may recommend designation as an historic property if the commission finds that the building or structure is an example of an architectural style, or combination of architectural styles, which is representative of the municipality creating the commission or which is unique to that municipality. In the case of a district, the commission may recommend designation as an historic district if the commission finds that the district contains vernacular structures which contribute to an overall character and sense of place which is representative of the municipality creating the commission.

Section 11-68-7

Public hearing on proposed recommendation; notification of property owners.

(a) Before the commission shall recommend the designation of an historic property or historic district, it shall hold a public hearing on the proposed recommendation of historic designation to be held at a time and place, and pursuant to such notices specified in the ordinance creating the commission.

(b) In addition to the notice of the public hearing required pursuant to subsection (a) of this section, all owners of property to be included in the proposed historic designation, as such owners are identified in the relevant property tax rolls, if such owners can be found on reasonable inquiry, shall be notified by mail of the public hearing to be held by the commission on the proposed recommendation of historic designation.

Section 11-68-8

Written notice of designation of historic property or district.

Upon the designation of any historic property or historic district by a municipality, pursuant to an ordinance enacted pursuant to this chapter, the historic preservation commission shall give notice in writing of that designation to all agencies of the municipality, and to all owners of property included in the historic designation.

Section 11-68-9

Certificate of appropriateness prerequisite to changes in historic property or district; submission and consideration of application for certificate; rules, regulations and standards; expedited procedure; records.

(a) No change in the exterior appearance of an historic property or any building, structure or site within an historic district may be made, and no historic property may be demolished, and no building or structure in an historic district may be erected or demolished unless and until a certificate of appropriateness for such change, erection or demolition is approved by the historic preservation commission created by the municipality designating the historic property or the historic district. Signs shall be considered as structures and no sign on an historic property or in an historic district shall be changed, erected or demolished unless and until a certificate of appropriateness is approved by the commission. The requirement of a certificate of appropriateness shall apply to public property which has been designated as an historic property or which is contained in an historic district, and shall apply to all actions by public authorities which involve historic properties and properties within historic districts. Demolition by neglect and the failure to maintain an historic property or a structure in an historic district shall constitute a change for which a certificate of appropriateness is necessary. A municipality enacting an ordinance, pursuant to this chapter, may include selection of paint colors in changes requiring a certificate of appropriateness. The painting of originally unpainted surfaces shall require a certificate of appropriateness.

(b) The commission shall adopt rules and regulations setting forth the procedure for submission and consideration of applications for certificates of appropriateness, and no certificate of appropriateness shall be approved unless an application for a certificate of appropriateness is submitted to the commission accompanied by such drawings, photographs and plans, as may be required by the commission.

(c) The commission shall adopt general design standards which shall apply in considering the granting and denial of certificates of appropriateness.

(d) Applications for certificates of appropriateness shall be considered by the commission at public meetings, held at times and places and pursuant to such notices as are specified in the ordinance creating the commission.

(e) The commission may adopt an expedited procedure for approval of routine maintenance to historic properties, or to buildings or structures in historic districts. Such expedited procedure may waive the requirements for submission of an application for a certificate of appropriateness and for consideration at a public meeting.

(f) The commission shall keep a record of all applications for certificates of appropriateness and requests for approval of routine maintenance and of all of its proceedings.

Section 11-68-10

Appeal of denial to circuit court.

Any person having a request for a certificate of appropriateness denied by the historic preservation commission, or architectural board as hereinafter provided, may appeal such denial to the circuit court of the county in which the commission exists.

Section 11-68-11

Issuance of certificate; factors considered; reasons for rejection; application for reconsideration; effect of rejection on issuance of building permit.

(a) The historic preservation commission shall approve an application and issue a certificate of appropriateness if it finds that the proposed change, erection or demolition conforms to the general design standards established by the commission, is compatible with the character of the historic property or historic district and does not detract from the value of the historic property or historic district. In making this determination, the commission shall consider, in addition to any other pertinent factors, the historic and architectural features involved and the proposed change thereto, and the relationship thereof, to the exterior architectural style, and pertinent features of other structures in the immediate neighborhood.

(b) In its review of applications for certificate of appropriateness, the commission shall not consider interior changes or use having no effect on the exterior of a building or structure.

(c) In the event the commission rejects an application, it shall state its reasons for doing so and shall transmit a record of such action and reasons therefore, in writing, to the applicant. The applicant may make modifications to its plans and resubmit the application for reconsideration at any time after doing so.

(d) In cases where the application is for a change in the exterior of the building or structure which would require the issuance of a building permit, the rejection of an

application for a certificate of appropriateness by the commission shall be binding upon the building inspector or other administrative officer charged with issuing building permits and, in such case, no building permit shall be issued.

Section 11-68-12

Institution of court proceedings to prevent violations and recover damages.

The historic preservation commission, or the municipality creating the commission, shall be authorized to institute any appropriate action or proceeding in a court of competent jurisdiction to prevent any change in the exterior of a building or structure which is either an historic property or which is contained in an historic district, except in compliance with the provisions of an ordinance adopted in conformity with this chapter, or to prevent any illegal act or conduct with respect to such historic property, or historic district, and to recover any damages which may have been caused by the violation of that ordinance.

Section 11-68-13

Architectural review board; composition; nomination of members; terms; removal for cause; vacancies; officers; rules; reimbursement for expenses; personnel; meetings; multiple boards.

(a) A municipality enacting an ordinance pursuant to this chapter, may elect to create an architectural review board, hereinafter sometimes called the board, to perform the duties and responsibilities of the historic preservation commission in accepting, considering and approving or rejecting applications for certificates of appropriateness, as set out in Sections 11-68-9 through 11-68-12.

(b) If such board is created, it shall be composed of not less than five members who shall have demonstrated training or experience in the fields of history, architecture, architectural history, urban planning, archaeology or law. Members of the board need not be residents of the territorial jurisdiction of the municipality creating the board. No member of a municipal governing body shall serve as members of the board.

(c) Members of the board shall be nominated by the chief executive officer of the municipality creating the board, and appointed by the legislative body of that municipality or county. Nomination and appointment of members of the commission shall be made so that the board will be composed of persons with as much of the training and experience specified in subsection (b) of this section as possible.

(d) Except for the original members of the board, members of the board shall serve three year terms and shall be appointed in such manner as to serve overlapping terms. Two of the original members of the board shall be appointed to serve one year terms and the remainder of the original members of the board shall be appointed to serve three year terms. Members of the board may be reappointed.

- (e) Members of the board may be removed for cause by the legislative body of the municipality creating the board.
- (f) Vacancies on the board shall be filled by persons nominated by the chief executive officer of the municipality creating the commission and appointed by the legislative body of that municipality. Such appointments shall be for the unexpired term of the member replaced.
- (g) Members of the board shall elect a chairman and vice chairman and such other officers as the members deem necessary. The board shall adopt rules of procedure and shall communicate those rules of procedure to the municipality creating the board. The rules of procedure of the board shall specify what number of members of the board shall constitute a quorum.
- (h) Members of the board shall serve without compensation, but may be reimbursed for reasonable expenses incurred on behalf of the board, in accordance with the rules and regulations for the reimbursement of expenses adopted by the board.
- (i) The board may employ such professional, technical, office and other personnel, as may be necessary, to carry out the purposes and responsibilities of the board.
- (j) Meetings of the board shall be public meetings and shall be held at times and places and pursuant to such notices as are specified in the ordinance creating the board.
- (k) If, in the opinion of the governing body of the municipality creating a board, the work load of the board is, or is contemplated to be excessive, the governing body of the municipality creating the board may create more than one board, and designate the historic properties, and historic districts with which each board will be concerned, so long as each historic property and each historic district designated by the municipality shall be subject to the control of only one board. Each such board created shall have all of the powers and authority set forth in this chapter with respect to the historic properties and historic districts with which it is concerned.

Section 11-68-14

Effect of chapter on preexisting historic development commissions or architectural review boards.

No provision of this chapter shall be construed to require the dissolution of any historic development commission or architectural review board created by an ordinance enacted pursuant to prior laws. Any historic development commission or architectural review board created by an ordinance existing pursuant to prior laws and existing at the time of the enactment of this chapter shall continue in existence and shall have all of the purposes, powers and authority set out in the ordinances creating such commissions and boards. Any such commission or board shall also have the power set forth in this chapter, if so provided by ordinance enacted by the governing body of the municipality creating

the historic development commission or architectural review board. The fact that such a commission or board is not created by an ordinance enacted pursuant to this chapter shall not be cause for denying such commission or board certified local government status.

Section 11-68-15

Applicability of chapter to highways, bridges, etc.; applicability of federal provisions.

The provisions of this chapter shall not apply to a highway, road, street, bridge, or utility structure or facility, nor to any highway, road, street, bridge or utility structure or facility to be constructed or improved, including any property, building or other structure or facility to be changed, moved, demolished, acquired or utilized in connection therewith, lying or running within any municipality or county, or within an historic district or an area designated as historic properties under this chapter, nor to actions taken in connection therewith by public authorities or utilities charged with responsibility of constructing, maintaining, repairing or improving any such highway, road, street, bridge or utility structure or facility, including any property, building or other structure or facility to be changed, moved, demolished, acquired or utilized in connection therewith; provided further, however, that where property lying within an area designated as historic properties or as an historic district, pursuant to the provisions of this chapter is sought to be utilized or acquired by any such public authority for the purpose of construction or improvement of a highway, road, bridge, utility structure or facility or street, and the provisions and requirements of Section 106, et seq., of the National Historic Preservation Act of 1966 (16 USCA 470), are applicable to the property acquisition or utilization, the public authority or utility may utilize or acquire any such property, building or other structure or parts thereof, and change, move or demolish any building or other structure in accordance with the applicable provisions, requirements and procedure provided for under such act, including the requirements and procedure as applicable of the Advisory Council on Historic Preservation, Section 36, Code of Federal Regulations 800 (16 USCA 470i), and in accordance with the provisions, requirements and procedure as applicable under Section 4(f) of the U.S. Department of Transportation Act of 1966, as amended, 49 USCA 1653(f), and under 23 USCA 138.

In the event the foregoing National Historic Preservation Act or Section 4(f) are not applicable to the property, building or other structure, they shall be exempt from the provisions of this chapter.

(Acts 1989, No. 89-536, p. 1116, §1.)



OPTIONAL: ESTABLISHING A LOCAL HISTORIC DISTRICT



STEPS TO ESTABLISH A LOCAL HISTORIC DISTRICT

1. Adopt a local historic preservation ordinance based on Code of Alabama 11-68-1 to 11-68-15. A model ordinance is available from the Alabama Historical Commission (AHC).
2. Appoint a seven-member historic preservation commission with at least three members with formal training in the fields listed in Section 11-68-3(a).
3. The local historic preservation commission (HPC) holds an organizational meeting to learn about their responsibilities, nominate the officers, establish monthly meeting date, and develop by-laws. A staff member from AHC is available to assist with this meeting.
4. Adopt by-laws, approve officers, and establish an annual work plan. The work plan should be individual to the community. The town may need to have a historic resource survey conducted, apply for a grant, educate community on benefits of local designation, lobby to save a local landmark, etc. A staff member from AHC is available to assist with this meeting.
5. Once the city council's approval is given, an ordinance establishing the HPC is passed.
6. **OPTIONAL FOR HPCs:** For communities who decide to designate a local district, the preservation ordinance must be followed for this process.
 - a. Complete a survey for each property in proposed district according to AHC standards. The survey should justify the boundary of the proposed district based on architectural and historical merits. More information on architectural surveys can be found at <https://ahc.alabama.gov/architecturalprograms.aspx>.
 - b. Develop a map of the proposed district.
 - c. Develop draft design review guidelines.
 - d. HPC must hold at least one public hearing pursuant to the local ordinance. Each property owner in the proposed district must be notified of the meeting by mail and have the opportunity for comment.
 - e. The HPC must present the proposed district to city council for their approval within 15 days of the public meeting, or however many days specified in the local ordinance.

Once the city council's approval is given, an ordinance establishing the local district is passed. Property owners must have approval from the local HPC or architectural review board (if established by the city) before making any major changes to the property in the district. The HPC or review board must develop an application form and process. Building permits are not issued until property owner has commission or review board approval (called a Certificate of Appropriateness). City personnel must be educated on their role. Regular maintenance work can be "expedited" by the city staff. These expedited work items must be listed and have the HPC's or review board's approval. Typically, this expedited work includes re-roofing with same material, re-painting in a similar color, and ordinary maintenance to correct decay, deterioration, or damage that does not involve material change or a change in appearance.

**For more information please contact:
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Calculation Sheet

Designer ROT Date 3/23/2023 Checker _____ Date _____
 Title 60% DREARIES BUDGET EST Job No. _____
 Subject STPSU-0220 () ROUNDABOUT @ N. SUTTON ST. Sheet No. _____ of _____

CURRENT ESTIMATE OF PROJECT COSTS
 (VOLKERT 3/1/2023) = \$1,652,075.54

FUNDING ALLOCATION	TOTAL	(80%) ESMPO	(20%) CITY
ESMPO (AWARDED)	\$1,200,000.00	\$960,000.00	\$240,000.00
ESMPO (PENDING) (REQUEST TO ADD FUNDS)	\$375,000.00	\$300,000.00	\$75,000.00
TOTALS	\$1,575,000.00	\$1,260,000.00	\$315,000.00

CURRENT SHORTFALL \$1,652,075.54 - \$1,575,000.00

= \$77,075.54

∴ IF ALL THINGS REMAIN AS PROJECTED THE CITY'S SHARE WOULD BE -

\$315,000.00 + \$77,075.54

\$392,075.54
CITY SHARE

ROUNDABOUT AT N SECTION ST/ TRIANGLE DR/ VETERANS DR/ MAIN ST (2/28/2023)

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	AMOUNT BID
206C000	REMOVING CONCRETE SIDEWALK	SQUARE YARD	249	\$15.00	\$3,735.00
206C002	REMOVING CONCRETE SLOPE PAVING	SQUARE YARD	42	\$15.00	\$630.00
206C026	REMOVING TEMPORARY ASPHALT PAVEMENT	SQUARE YARD	72	\$10.00	\$720.00
206D000	REMOVING PIPE	LINEAR FOOT	18	\$31.00	\$558.00
206D002	REMOVING CURB	LINEAR FOOT	184	\$10.00	\$1,840.00
206E000	REMOVING HEADWALLS	EACH	1	\$300.00	\$300.00
206E001	REMOVING INLETS	EACH	2	\$526.32	\$1,052.64
210A000	UNCLASSIFIED EXCAVATION	CUBIC YARD	2251	\$25.00	\$56,275.00
210D020	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT)(A2 OR BETTER)	CUBIC YARD	1851	\$22.00	\$40,722.00
214A000	STRUCTURE EXCAVATION	CUBIC YARD	142	\$16.50	\$2,343.00
214B001	FOUNDATION BACKFILL, COMMERCIAL	CUBIC YARD	160	\$75.00	\$12,000.00
230A000	ROADBED PROCESSING	ROADBED STATION	22	\$775.00	\$17,050.00
301A012	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS	SQUARE YARD	2717	\$36.92	\$100,311.64
401A000	BITUMINOUS TREATMENT A	SQUARE YARD	1420	\$1.70	\$2,414.00
405A000	TACK COAT	GALLON	236	\$4.96	\$1,170.56
424A360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	465	\$173.25	\$80,581.25
424B651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	177	\$130.00	\$23,010.00
424B657	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	214	\$280.00	\$59,920.00
424B681	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D	TON	195	\$130.00	\$25,350.00
430B040	AGGREGATE SURFACING (CRUSHED AGGREGATE BASE, TYPE B)	TON	100	\$92.00	\$9,200.00
502A000	STEEL REINFORCEMENT	POUND	11198	\$2.46	\$27,549.54
517D000	SIDEWALK HANDRAIL	LINEAR FOOT	100	\$200.00	\$20,000.00
524A011	CULVERT CONCRETE (CAST IN PLACE)	CUBIC YARD	52	\$1,400.00	\$72,800.00
530A001	18" ROADWAY PIPE (CLASS 3 R.C.)	LINEAR FOOT	65	\$65.00	\$4,225.00
600A000	MOBILIZATION	LUMP SUM	1	\$94,000.00	\$94,000.00
602A000	RIGHT OF WAY MARKERS	EACH	4	\$500.00	\$2,000.00
610C001	LOOSE RIPRAP, CLASS 2	TON	40	\$100.00	\$4,000.00
610D003	FILTER BLANKET, GEOTEXTILE	SQUARE YARD	252	\$5.75	\$1,449.00
613F000	BRICK PAVING	SQUARE FOOT	3676	\$27.78	\$102,119.28
614A000	SLOPE PAVING	CUBIC YARD	96	\$600.00	\$56,800.00
618A000	CONCRETE SIDEWALK, 4" THICK	SQUARE YARD	464	\$80.00	\$37,120.00
618B003	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH)	SQUARE YARD	39	\$100.00	\$3,900.00
618C001	DETECTABLE WARNING SURFACE	SQUARE FOOT	72	\$30.00	\$2,160.00
618D000	CURB RAMP	SQUARE YARD	28	\$125.00	\$3,500.00
619A002	18" ROADWAY PIPE END TREATMENT, CLASS 1	EACH	2	\$1,800.00	\$3,600.00
621C008	INLETS, TYPE E	EACH	6	\$5,700.00	\$34,200.00
621C129	INLETS, TYPE C (PARTIAL)	EACH	1	\$2,900.00	\$2,900.00
623B000	CONCRETE CURB, TYPE N	LINEAR FOOT	1397	\$25.00	\$34,925.00
623B007	CONCRETE CURB, TYPE G	LINEAR FOOT	405	\$25.00	\$10,125.00
623B120	CONCRETE CURB, (TYPE SPECIAL)	LINEAR FOOT	582	\$75.00	\$42,150.00
623C000	COMBINATION CURB & GUTTER, TYPE C	LINEAR FOOT	848	\$40.00	\$33,920.00
650A000	TOPSOIL	CUBIC YARD	453	\$33.19	\$15,035.07
652C000	MOWING	ACRE	1	\$150.00	\$150.00

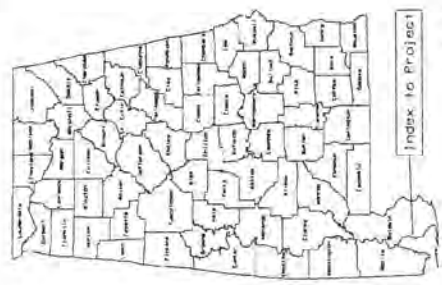


VOLKERT

ROUNDABOUT AT N SECTION ST/ TRIANGLE DR/ VETERANS DR/ MAIN ST (2/28/2023)

ITEM NO.	DESCRIPTION	UNIT	TOTAL QUANTITY	UNIT PRICE	AMOUNT BID
654A001	SOLID SODDING (BERMUUDA)	SQUARE YARD	4075	\$5.50	\$22,412.50
665A000	TEMPORARY SEEDING	ACRE	2	\$300.00	\$600.00
665B001	TEMPORARY MULCHING	TON	6	\$300.00	\$1,800.00
665E000	POLYETHYLENE	SQUARE YARD	500	\$4.87	\$2,435.00
665F000	HAY BALES	EACH	25	\$11.65	\$291.25
665G000	SAND BAGS	EACH	25	\$10.75	\$268.75
665J002	SILT FENCE	LINEAR FOOT	1288	\$6.50	\$8,372.00
665K001	SILT FENCE REMOVAL	LINEAR FOOT	1288	\$2.00	\$2,576.00
665P005	INLET PROTECTION, STAGE 3 OR 4	EACH	1	\$750.00	\$750.00
665Q002	WATTLE	LINEAR FOOT	576	\$13.25	\$7,632.00
666A001	PEST CONTROL TREATMENT	ACRE	1	\$200.00	\$200.00
680A001	GEOMETRIC CONTROLS	ACRE	1	\$15,000.00	\$15,000.00
698A000	CONSTRUCTION FUEL (MAXIMUM BID LIMITED TO \$	LUMP SUM	1	\$23,777.66	\$23,777.66
701A227	SOLID WHITE, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	LUMP SUM	1	\$3,280.38	\$3,280.38
701A230	SOLID YELLOW, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$3,004.02	\$3,004.02
701B207	DOTTED, CLASS 2, TYPE A TRAFFIC STRIPE (5" WIDE)	MILE	1	\$3.00	\$3.00
701C001	SOLID TEMPORARY TRAFFIC STRIPE	LINEAR FOOT	274	\$1,800.00	\$492.00
701D007	SOLID TRAFFIC STRIPE REMOVED (PAINT)	MILE	1	\$2,463.69	\$1,800.00
703A002	TRAFFIC CONTROL MARKINGS, CLASS 2, TYPE A	MILE	1	\$7.25	\$2,463.69
703C000	REMOVAL OF EXISTING TRAFFIC CONTROL MARKINGS OR LEGENDS (PAINT)	SQUARE FOOT	932	\$7.25	\$6,757.00
703D001	TEMPORARY TRAFFIC CONTROL MARKINGS	SQUARE FOOT	83	\$4.87	\$404.21
705A023	PAVEMENT MARKERS, CLASS C, TYPE 2-D	SQUARE FOOT	83	\$3.50	\$290.50
705A030	PAVEMENT MARKERS, CLASS A-H, TYPE 2-C	EACH	20	\$7.50	\$150.00
705A038	PAVEMENT MARKERS, CLASS A-H, TYPE 2-E	EACH	31	\$7.50	\$232.50
740B000	CONSTRUCTION SIGNS	EACH	224	\$7.50	\$1,680.00
740E000	CHANNELIZING DRUMS	SQUARE FOOT	528	\$15.00	\$7,920.00
740F002	BARRICADES, TYPE III	EACH	50	\$85.00	\$4,250.00
740M001	BALLAST FOR CONE	EACH	14	\$500.00	\$7,000.00
747C010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	50	\$5.00	\$250.00
742A001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	4	\$2,800.00	\$11,200.00
750B705	ROADWAY LUMINAIRE ASSEMBLY WITH ONE, DECORATIVE LED, 57 WATT LUMINAIRE, TYPE B7B	EACH	4	\$10,000.00	\$40,000.00
750C010	POLE FOUNDATION, ROADWAY	EACH	8	\$4,800.00	\$38,400.00
750E112	CONDUIT, 1 INCH, RIGID NONMETALLIC	EACH	8	\$1,500.00	\$12,000.00
750F023	CONDUCTOR, #8 AWG	LINEAR FOOT	1800	\$7.00	\$12,600.00
750I015	LIGHTING CONTROL CENTER	LINEAR FOOT	5400	\$1.75	\$9,450.00
	Subtotal		1	\$20,000.00	\$20,000.00
	CEI (15%)				\$1,321,660.44
	Indirect Costs (10%)				\$198,249.07
	Grand Total				\$1,652,075.54





CITY OF FAIRHOPE

PLANS OF PROPOSED PROJECT NUMBER STPSU-0220(1)

ROUNDABOUT AT NORTH SECTION STREET/ TRIANGLE DRIVE/ VETERANS DRIVE/ MAIN STREET

FEBRUARY 2023
60% SUBMITTAL

STATE	REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.	LAST SHEET NO.
AL	STPSU-0220(1)	2023	1	120
CONTRACT ID NO.				

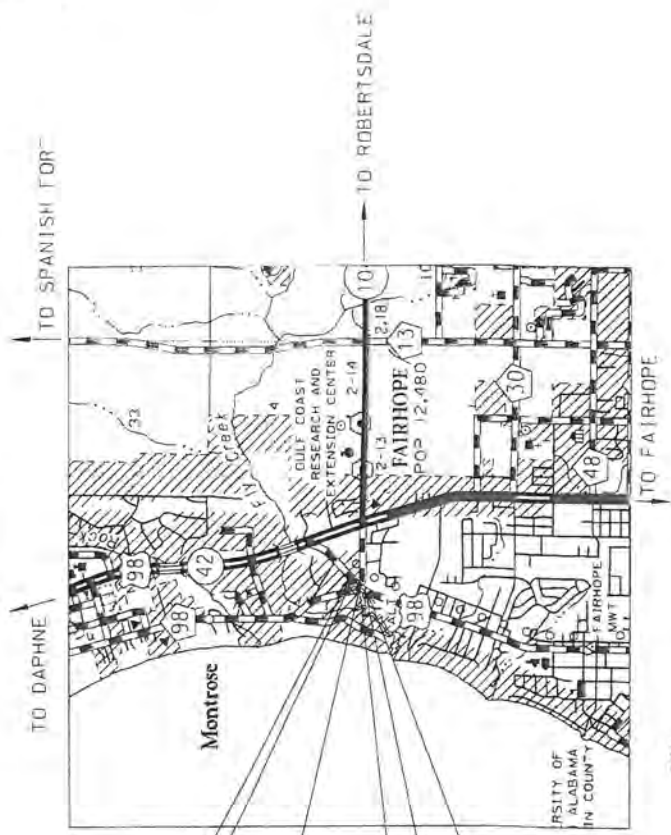
Design Description

ADT 1 2022 51487
 ADT 1 2042 20331
 A 11%
 B 6.7%
 TDIV 1%
 TADT 2%
 W 1 Design Speed 1 35mph
 W 2 Stopping Sight Dist. 250

These plans have been prepared to conform with the Alabama Department of Transportation Standard Specifications for Highway Construction, 2012 Edition.

PREPARED AND RECOMMENDED BY
VOLKERT, INC.
 CONSULTING ENGINEERS

-PRELIMINARY-
NOT FOR
CONSTRUCTION



END PROJECT VETERANS DR STA 304+53.00

END WORK VETERANS DR STA 303+32.25

BEGIN WORK VETERANS DR STA 300+00.00

END WORK N SECTION ST STA 103+51.15

BEGIN WORK N SECTION ST STA 100+89.34

BEGIN PROJECT N SECTION ST STA 100+00.00

	N SECTION ST	VETERANS DR	TOTAL
	FEET	FEET	FEET
	MILES	MILES	MILES
Total Stationing of Project	261.81	332.25	594.06
Equalities & Exclosures	0.00	0.00	0.00
Net Length of Project	261.81	332.25	594.06
Net Length of Bridges	0.00	0.000	0.000
Net Length of Roadways	261.81	332.25	594.06

APPROVE _____ DATE _____
 PROJECT MANAGER _____
 REGISTRATION NO. _____

INDEX TO SHEETS

REFERENCE PROJECT NO. S1951-07201	FISCAL YEAR 2021	SHEET NO. 1A
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SHEET NO.	DESCRIPTION
1	TITLE SHEET
1A	INDEX TO SHEETS
1B-1C	STANDARD AND SPECIAL DRAWINGS
1D	PLANS LEGEND SHEET
1E	PLANS LEGEND SHEET ABBREVIATIONS
1F	GEOMETRIC CONTROL SHEET
1G	GEOMETRIC DATA SHEET
2-2B	TYPICAL SECTION
2C-2E	PROJECT DETAILS
2F	ISLAND DETAIL
2G	PROJECT NOTES
2H	GENERAL TRAFFIC CONTROL PLAN NOTES
3-3E	SUMMARY OF QUANTITIES (NOT INCLUDED IN THIS SUBMITTAL)
4	PLAN SHEET
5	PROFILE SHEET - ROUNDABOUT
6	PROFILE SHEET - VETERANS DR
7	PROFILE SHEET - MAIN ST
8	PROFILE SHEET - NORTH SECTION ST
9	PROFILE SHEET - TRIANGLE DR
10	PAVING LAYOUT & STRIPING SHEET
11-14	OMITTED
15	PROJECT PLAN LAYOUT SHEET
15-19	OMITTED
20-21	OMITTED
22	DRAINAGE SECTIONS
23	REINFORCED CONCRETE BOX CULVERT OPENING SINGLE 7' X 5' FILL 0'-48" ANY SKEW
24	REINFORCED CONCRETE BOX CULVERT WINGS OPENING 5' HEIGHT 3' TO 1' SLOPE 0 SKEW
25	TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION
26	TRAFFIC CONTROL PLAN - LEGEND & ESTIMATED QUANTITIES
27	TRAFFIC CONTROL PLAN - PHASE I
28	TRAFFIC CONTROL PLAN - PHASE II
29-31	TRAFFIC CONTROL PLAN - DETAIL
32-39	TEMPORARY TRAFFIC CONTROL PLAN SHEET
40	OMITTED
41	EROSION AND SEDIMENT CONTROL PLANS LEGEND
42-49	EROSION AND SEDIMENT CONTROL
50	UTILITY SHEET
51-99	OMITTED
100-102	CROSS SECTION SHEET - VETERANS DR
103-105	CROSS SECTION SHEET - MAIN ST
106-110	CROSS SECTION SHEET - NORTH SECTION ST
111-117	CROSS SECTION SHEET - TRIANGLE DR
118-119	OMITTED
120	EARTHWORK SUMMARY SHEET


RESPONSIBLE PE: DATE: 10/16/2021	SUPERVISOR: DATE: 10/16/2021	DESIGNER: DATE:	PLAN SUBMITTAL SIZE:	CITY OF FAIRHOPE 	NOT TO SCALE	SHEET TITLE INDEX TO SHEETS	ROUTE ROUNDABOUT
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STANDARD AND SPECIAL DRAWINGS

REFERENCE PROJECT NO. STP51-022A	FISCAL YEAR 2023	SHEET NO. 18
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THE FOLLOWING ARE SPECIAL OR STANDARD DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL AND STANDARD HIGHWAY DRAWINGS BOOK (U.S. CUSTOMARY UNITS OF MEASUREMENTS) DATED 2023 WHICH APPLY TO THIS PROJECT.

INDEX NO.	STD-DWG NO.	DESCRIPTION	INDEX NO.	STD-DWG NO.	DESCRIPTION
2001	MB-200-1	(SHEET 1 OF 3) DETAILS OF MOUNTING MAILBOXES	62186	MH-671-2	(SHEET 4 OF 5) DETAILS OF PRECAST CONCRETE MANHOLE (TYPE M) FOR 6" - 72" PIPE
2002	MB-200-1	(SHEET 2 OF 3) DETAILS OF MOUNTING MAILBOXES	62187	MH-671-2	(SHEET 5 OF 5) DETAILS OF PRECAST CONCRETE MANHOLE (TYPE M) FOR 6" - 72" PIPE
2003	MB-200-1	(SHEET 3 OF 3) DETAILS OF MOUNTING MAILBOXES	62331	623-N SPEC	DETAILS OF MEDIA OPENING AND SAFETY GORES AT TRAFFIC CHANNEL ISLANDS
53004	RPC-530	(SHEET 1 OF 3) BEDDING AND FILL HEIGHTS FOR ALL ROADWAY PIPE CULVERTS (RCP AND CMP)	62307	623-NV	DETAILS OF CONCRETE CURBS AND CONCRETE CURB & GUTTER COMBINATIONS SLOPING AND VERTICAL TYPES
53005	RPC-530	(SHEET 2 OF 3) BEDDING AND FILL HEIGHTS FOR ALL ROADWAY PIPE CULVERTS (CMP AND RCP)	63801	F-435	DETAILS OF FOUR STRAND BARBED WIRE FENCE WITH WOOD POSTS
60501	SUD-605-4B	DETAILS OF SPECIAL UNDERDRAIN OUTLETS TYPES A AND B FOR USE AS PAVEMENT EDGE DRAIN	65801	ESC-500	DETAILS OF ROLLED AND HYDRAULIC EROSION CONTROL PRODUCT INSTALLATION
61509	HW-614-B	(SHEET 1 OF 2) SLOPE PAVED HEADWALL DETAILS FOR REINFORCED CONCRETE AND CORRUGATED METAL ROADWAY PIPE	66501	ESC-100-1	BEST MANAGEMENT PRACTICE REFERENCE MATRIX
61910	HW-614-B	(SHEET 2 OF 2) SLOPE PAVED HEADWALL DETAILS FOR REINFORCED CONCRETE AND CORRUGATED METAL ROADWAY PIPE	66502	ESC-100-2	BEST MANAGEMENT PRACTICE REFERENCE MATRIX
61913	HW-614-SP	CONCRETE SLOPE PAVED HEADWALL AND GRATE FOR SIDE DRAIN PIPE	66505	ESC-200-1	TYPICAL TEMPORARY EROSION / SEDIMENT CONTROL APPLICATIONS
61916	HW-614-SP (PC)	PRECAST CONCRETE SLOPE PAVED HEADWALL AND GRATE FOR SIDE DRAIN PIPE, 15" THRU 30" - 15 DEGREES MAX SLOPE	66506	ESC-200-2	DETAILS OF TEMPORARY SLOPE DRAIN, BERMS, AND ENERGY DISSIPATION
62107	1-621-B	(SHEET 1 OF 2) SEWER INLET TYPE B (SURFACE DRAIN) FOR USE IN INTERSECTIONS AND OTHER LOCATIONS WHERE A SURFACE TYPE DRAIN IS REQUIRED ON THE TRAVELWAY	66507	ESC-200-3	DETAILS OF SEDIMENT BARRIER APPLICATIONS
62115	1-621-D	SPECIAL DROP INLETS TYPE 1, TYPE 2, AND TYPE 3	66508	ESC-200-4	DETAILS OF SILT FENCE INSTALLATION
66133	1-621-S	REINFORCED CONCRETE STORM SEWER INLET TYPES S3 AND S4	66509	ESC-200-5	DETAILS OF SEDIMENT RETENTION BARRIER
62137	1-621-S (RD)	(SHEET 1 OF 3) PRECAST CONCRETE STORM SEWER INLET TYPES S1 AND S2	66512	ESC-300-1	DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
62138	1-621-S (PC)	(SHEET 2 OF 3) PRECAST CONCRETE STORM SEWER INLET TYPES S1 AND S2	66513	ESC-300-2	DETAILS OF MAY BALE DITCH CHECKS
62139	1-621-S (PC)	(SHEET 3 OF 3) PRECAST CONCRETE STORM SEWER INLET TYPES S1 AND S2	66514	ESC-300-3	DETAILS OF SANDBAG DITCH CHECK
62160	JB-621-B	DETAILS OF JUNCTION BOX TYPE - 1 FOR 15" - 60" PIPE (0' - 10' FILL HEIGHT)	66515	ESC-300-4	DETAILS OF EROSION CONTROL WATTLE DITCH CHECKS
62163	JB-621-P (PC)	(SHEET 1 OF 2) DETAILS OF PRECAST ROUND JUNCTION BOX TYPES - 1P & 2P	66516	ESC-300-5	DETAILS OF SILT DIKE DITCH CHECKS
62164	JB-621-P (PC)	(SHEET 2 OF 2) DETAILS OF PRECAST RECTANGULAR JUNCTION BOX TYPES - 1P & 2P	66517	ESC-300-6	DETAILS OF ROCK DITCH CHECKS
62183	MH-621-2	(SHEET 1 OF 5) DETAILS OF CONCRETE OR BRICK MANHOLE (TYPE L) CONSTRUCTED IN PLACE FOR 6" - 42" PIPE	66518	ESC-300-7	DETAILS OF ROCK DITCH CHECKS WITH SUMP EXCAVATION
62184	MH-621-2	(SHEET 2 OF 5) DETAILS FOR PRECAST AND BRICK & CONCRETE (CONSTRUCTED IN PLACE) MANHOLES FOR 6" - 84" PIPE	66519	ESC-300-8	DETAILS OF SILT FENCE DITCH CHECKS
62185	MH-621-2	(SHEET 3 OF 5) DETAILS OF BRICK MANHOLE (TYPE O) CONSTRUCTED IN PLACE FOR 48" - 84" PIPE	66522	ESC-400-1	INLET PROTECTION TYPICAL APPLICATIONS AND DETAILS

DESIGNER: DATE:	CITY OF FAIRHOPE	NOT TO SCALE	SHEET TITLE STANDARD AND SPECIAL DRAWINGS	ROUTE ROUNDABOUT
SUPERVISOR: DATE:				

STANDARD AND SPECIAL DRAWINGS

REFERENCE PROJECT NO. STPRL-19200
FISCAL YEAR 2023
SHEET NO. IC

THE FOLLOWING ARE SPECIAL OR STANDARD DRAWINGS CONTAINED IN THE ALABAMA DEPARTMENT OF TRANSPORTATION SPECIAL AND STANDARD HIGHWAY DRAWINGS BOOK (U.S. CUSTOMARY UNITS OF MEASUREMENTS) DATED 2023 WHICH APPLY TO THIS PROJECT.

INDEX NO	STD-DWG NO	DESCRIPTION	INDEX NO	STD-DWG NO	DESCRIPTION
66523	ESC-406-2	INLET PROTECTION DETAILS FOR COARSE AGGREGATE ON GRADES AND SLOES	71041	SL-710	TYPICAL STOP AND YIELD SIGN LOCATIONS
66524	ESC-406-3	INLET PROTECTION DETAILS OF WATTLES	71060	SHS-1	STANDARD HIGHWAY SIGNS
66525	ESC-406-4	INLET PROTECTION DETAILS OF SILT FENCE	71065	SHS-6	STANDARD HIGHWAY SIGNS
66526	ESC-406-5	INLET PROTECTION DETAILS OF SAND BAGS	71066	SHS-7	STANDARD HIGHWAY SIGNS
66529	ESC-501	FLOATING BASIN BOOM	71067	SHS-4	STANDARD HIGHWAY SIGNS
66532	ESC-502	STABILIZED CONSTRUCTION ENTRANCE	71079	SHS-17	STANDARD HIGHWAY SIGNS
66535	ESC-503	TEMPORARY DEWATERING STRUCTURES	71088	SHS-25	STANDARD HIGHWAY SIGNS
66538	ESC-504	TEMPORARY CULVERT STREAM CROSSING	71091	SHS-27	STANDARD HIGHWAY SIGNS
66541	ESC-605	TEMPORARY STREAM DIVERSION	73021	T.S. D-730-9	PEDESTRIAN SIGNAL INSTALLATION*
66544	ESC-506-1	SUSPENDED PIPE DIVERSION (DOWNSTREAM)	74001	B-107-2	PERFORATED SQUARE STEEL TUBING (PSSST) BARRICADES TYPE I, TYPE II, AND TYPE III & VERTICAL PANELS TYPE I AND TYPE II
66545	ESC-506-2	SUSPENDED PIPE DIVERSION (UPSTREAM)	74007	TCD-100	DETAILS OF TRAFFIC CHANNELIZATION DEVICES
66546	ESC-507	TEMPORARY SEDIMENTATION BASIN	75029	RLD-002	(SHEET 1 OF 2) LIGHTING CONTROL CENTER
67201	ESC-508	FLOCCULANT USAGE GUIDE	75030	RLD-303	(SHEET 2 OF 2) LIGHTING CONTROL CENTER
68001	GN-2 NOTES	STANDARD DESIGN NOTES FOR PLAN ASSEMBLIES	75039	RLD-908	ELECTRICAL JUNCTION BOX TYPE 1 AND TYPE 2 DETAILS
69004	TO-107	DETAILS OF INTERSECTIONS AND TURNOUTS	75045	RLD-909	DETAILS SHOWING INSTALLATION OF ELECTRICAL CONDUIT UNDER ROADWAYS AND RAMPS TYPE 1 AND TYPE 5
70101	PS-701-6	DETAILS OF TRAFFIC STRIPING FOR 2 LANE HIGHWAYS	75051	RLC-010	POLE GROUNDING REQUIREMENTS AT BREAKAWAY LUMINAIRE POLE FOUNDATIONS
70104	187-NPL	DETAILS NO PASSING LINES FOR TWO LANE, TWO DIRECTION ROADWAY	75064	RLD-011	OVERHEAD POWER SERVICE TO LIGHTING CONTROL CENTER
70133	PS-701-7	STRIPING DETAILS FOR DROP LANES AND TURN LANES			
70302	TCK-703	PAVEMENT LEGENDS AND MARKINGS			
70501	PM-705-1	DETAILS OF PAVEMENT MARKERS CLASS A, A-H, AND G			
70504	PM-705-2	DETAILS SHOWING APPLICATION OF PAVEMENT MARKERS			
70701	HMI-707	DETAILS OF CENTERMOUNT DELINEATORS AND OBJECT MARKERS			

RESPONSIBLE P.E. DATE:	SUPERVISOR DATE:	DESIGNER DATE:	CITY OF FAIRHOPE
PLAN SUBMITTAL 6/2/23			NOT TO SCALE
PROJECT #			SHEET TITLE STANDARD AND SPECIAL DRAWINGS
PROJECT NAME			ROUTE ROUNDABOUT

PLANS LEGEND SHEET

REFERENCE PROJECT NO. STP20-02011
FISCAL YEAR 2023
SHEET NO. 111

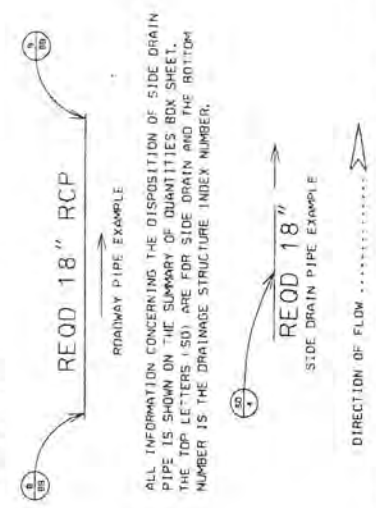
- ### ROADWAY
- CENTER LINE
 - STATE BOUNDARY LINE
 - COUNTY BOUNDARY LINE
 - CITY OR TOWN LIMITS
 - SECTION LINES
 - QUARTER-SECTION LINES
 - RANGE-TOWNSHIP LINES
 - PROPERTY LINES
 - PRESENT ROW
 - ACQUIRED ROW
 - DENIED ACCESS
 - REQUIRED FENCE
 - CLEARING LIMITS
 - CONSTRUCTION LIMITS
 - RAILROAD
 - EXISTING WOOD FENCE
 - EXISTING BARBED WIRE FENCE
 - EXISTING CHAIN LINK FENCE
 - EXISTING ELECTRIC FENCE
 - EXISTING HOV-WIRE FENCE
 - TREES
 - WOODS LINE
 - MARSH
 - EXISTING DITCH
 - REQUIRED DITCH
 - GRAVEL ROAD
 - EXISTING QUADRAIL
 - REQUIRED QUADRAIL
 - SATELLITE DISH
 - TRAFFIC LIGHT
 - BENCH MARK
 - SURVEY POINT
 - ENVIRONMENTAL CLEARED LIMITS

- EXISTING PIPE
- REQUIRED PIPE (WITH PIPE END TREATMENT)
- REQUIRED PIPE END TREATMENT
- EXISTING BOX CULVERT
- REQUIRED BOX CULVERT
- EXTENDED CULVERT
- DROP INLET OR JUNCTION BOX (SEE PLANS DESCRIPTION)
- BRIDGE
- PIPE CULVERT (ELEVATION VIEW)
- BOX CULVERT (ELEVATION VIEW)

- ### UTILITIES
- POWER POLE
 - LIGHT POLE
 - TELEPHONE POLE
 - ANCHOR
 - STUB (TELEPHONE)
 - ELECTRIC DUCT
 - BURIED ELECTRIC CABLE
 - OVERHEAD ELECTRIC CABLE
 - ELECTRIC MANHOLE
 - TOWER
 - TELEPHONE PEDESTAL
 - TELEPHONE DUCT
 - BURIED TELEPHONE CABLE
 - OVERHEAD TELEPHONE CABLE
 - TELEPHONE MANHOLE
 - SEWAGE
 - WATER MAIN
 - WATER VALVE
 - FIRE HYDRANT
 - WATER METER
 - GAS MAIN
 - GAS VALVE
 - GAS REGULATOR
 - BURIED CABLE TELEVISION
 - OVERHEAD CABLE TELEVISION

DRAINAGE STRUCTURE INDEX NUMBERS

DRAINAGE STRUCTURE WRITE-UPS ARE LOCATED ON THE DRAINAGE CROSS-SECTION SHEETS. STRUCTURES WITH WRITE-UPS ARE INDEXED AT EACH END, WITH NUMBERS ASSIGNED BY DIRECTION OF FLOW. THE NUMBER IN THE UPPER HALF OF THE CIRCLE (EXAMPLE B OR 9) IS THE DRAINAGE STRUCTURE INDEX NUMBER. THE NUMBER IN THE LOWER HALF (EXAMPLE RB) IS THE SHEET REFERENCE NUMBER.



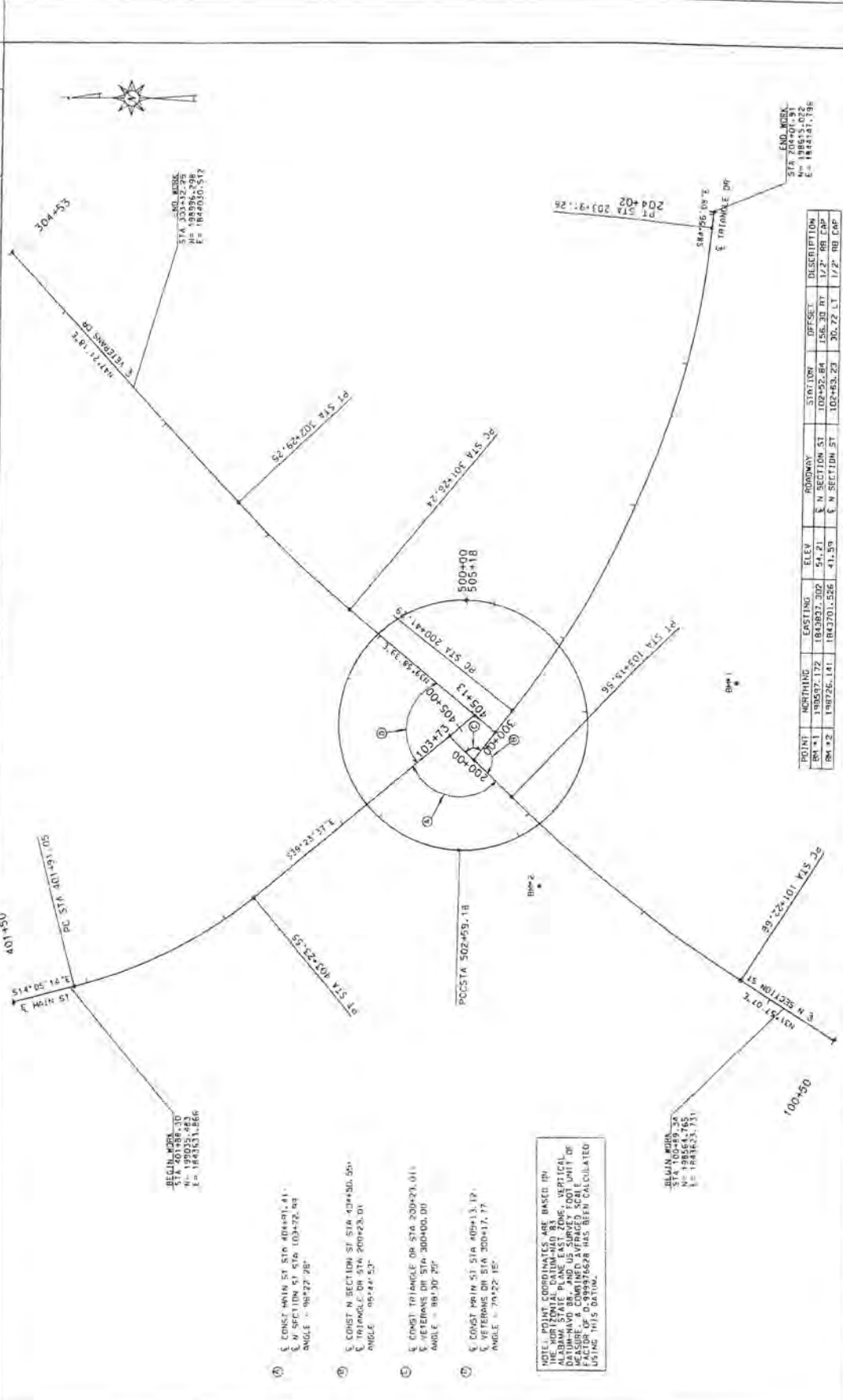
ALL INFORMATION CONCERNING THE DISPOSITION OF SIDE DRAIN PIPE IS SHOWN ON THE SUMMARY OF QUANTITIES BOX SHEET. THE TOP LETTERS (SD) ARE FOR SIDE DRAIN AND THE BOTTOM NUMBER IS THE DRAINAGE STRUCTURE INDEX NUMBER.

- EXISTING PAVEMENT (RETAIN)
- EXISTING PAVEMENT (REMOVE)
- EXISTING PAVEMENT (RETAIN AND OVERLAY)
- CONCRETE (EXISTING OR REQUIRED)
- EXISTING CONCRETE (REMOVE)
- R/P RAP (EXISTING OR REQUIRED)

RESPONSIBLE P.E. DATE	SUPERVISOR DATE	DESIGNER DATE	PLANS SUBMITTAL BOX	CITY OF FAIRHOPE	NOT TO SCALE	SHEET TITLE PLANS LEGEND SHEET	ROUTE ROUNDABOUT
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GEOMETRIC CONTROL SHEET

REFERENCE PROJECT NO.	STP01-00000
FISCAL YEAR	2022
SHEET NO.	11



END MARK
STA 204+01.91
N = 148653.012
E = 184619.158

1. CONST MAIN ST STA 401+491.05
E N SECTION ST STA 103+32.09
ANGLE = 98°27'28"

2. CONST N SECTION ST STA 402+224.55
E N SECTION ST STA 200+23.01
ANGLE = 95°44'53"

3. CONST TRIANGLE ON STA 200+23.01
E N SECTION ST STA 300+00.00
ANGLE = 88°30'25"

4. CONST MAIN ST STA 402+659.18
E N SECTION ST STA 200+17.17
ANGLE = 79°22'15"

NOTE: POINT COORDINATES ARE BASED ON THE HORIZONTAL DATUM NAD 83 ALABAMA STATE PLANE EAST ZONE VERTICAL MEASURE. A COMBINED VERTICAL SCALE FACTOR OF 0.999976628 HAS BEEN CALCULATED USING THIS DATUM.

END MARK
STA 204+01.91
N = 148653.012
E = 184619.158

POINT	NORTHING	EASTING	ELEV	ROADWAY	SECTION	DESCRIPTION
BM+1	178047.172	184382.302	54.21	E N SECTION ST	102+52.84	17.2 RB CAP
BM+2	178726.141	184370.526	41.59	E N SECTION ST	102+43.23	20.72 LT 17.2 RB CAP

RESPONSIBLE PE: _____ SUPERVISOR: _____

DATE: _____ DATE: _____

DESIGNER: _____

SCALE: 1" = 30'

HORIZ: _____

CITY OF FAIRHOPE

GEOMETRIC CONTROL SHEET

ROUTE: ROUNDABOUT

GEOMETRIC DATA SHEET

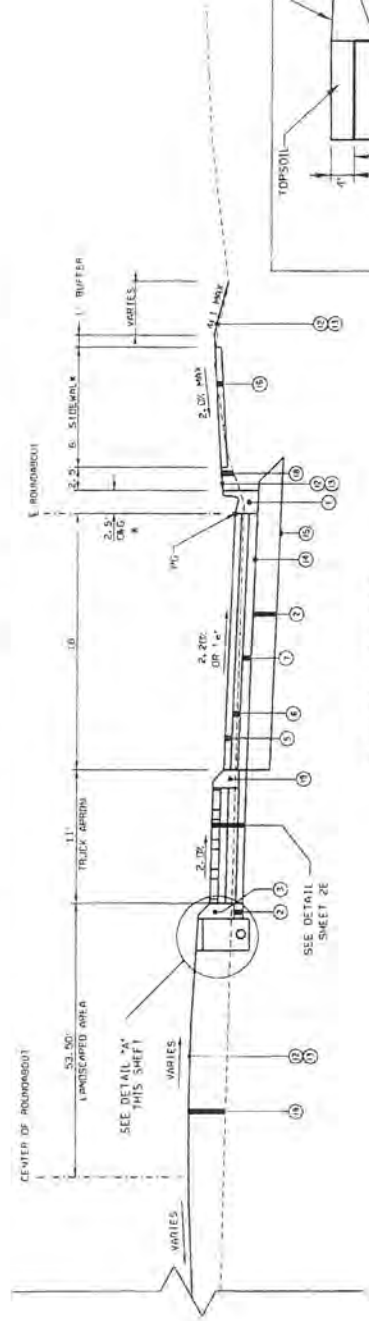
REFERENCE PROJECT NO. STP5A1026W
FISCAL YEAR 2021
SHEET NO. 10

Horizontal Alignment Name: Veterans Dr.	Horizontal Alignment Name: Main St.	Horizontal Alignment Name: North Section St.
<p>Station: 500+00.00 (EASTING), 198774.625 (NORTHING)</p> <p>Elements: Linear (198774.625, 198776.785, 198778.944), PVI (198774.625), PCE (198776.785), PTC (198778.944), Tangent Direction (N 34°56'58" E), Tangent Length (184380.567)</p> <p>Elements: Circular (198778.944), PVI (198778.944), PCE (198778.944), PTC (198778.944), Tangent Direction (N 34°56'58" E), Tangent Length (184380.567)</p> <p>Degree of Curvature: 25.18 Right</p> <p>Elements: Linear (198778.944, 198776.785, 198774.625), PVI (198776.785), PCE (198774.625), PTC (198778.944), Tangent Direction (S 80°30'00" E), Tangent Length (184380.567)</p> <p>Degree of Curvature: 25.18 Left</p> <p>Elements: Linear (198776.785, 198774.625, 198772.469), PVI (198774.625), PCE (198772.469), PTC (198776.785), Tangent Direction (S 80°30'00" E), Tangent Length (184380.567)</p> <p>Degree of Curvature: 25.18 Left</p> <p>Area: 21382 sq feet</p>	<p>Station: 401+00.00 (EASTING), 198772.63 (NORTHING)</p> <p>Elements: Linear (198772.63, 198774.785, 198776.944), PVI (198774.785), PCE (198776.944), PTC (198772.63), Tangent Direction (S 51°20'24" E), Tangent Length (184380.567)</p> <p>Elements: Circular (198776.944), PVI (198776.944), PCE (198776.944), PTC (198776.944), Tangent Direction (S 51°20'24" E), Tangent Length (184380.567)</p> <p>Degree of Curvature: 25.18 Left</p> <p>Elements: Linear (198774.785, 198772.63, 198770.479), PVI (198772.63), PCE (198770.479), PTC (198774.785), Tangent Direction (S 80°30'00" E), Tangent Length (184380.567)</p> <p>Degree of Curvature: 25.18 Left</p> <p>Area: 6.48 acres</p>	<p>Station: 300+00.00 (EASTING), 198770.00 (NORTHING)</p> <p>Elements: Linear (198770.00, 198772.155, 198774.310), PVI (198772.155), PCE (198774.310), PTC (198770.00), Tangent Direction (N 34°56'58" E), Tangent Length (184380.567)</p> <p>Elements: Circular (198774.310), PVI (198774.310), PCE (198774.310), PTC (198774.310), Tangent Direction (N 34°56'58" E), Tangent Length (184380.567)</p> <p>Degree of Curvature: 25.18 Right</p> <p>Elements: Linear (198772.155, 198770.00, 198767.845), PVI (198770.00), PCE (198767.845), PTC (198772.155), Tangent Direction (N 34°56'58" E), Tangent Length (184380.567)</p> <p>Degree of Curvature: 25.18 Right</p> <p>Area: 1093600.21</p>

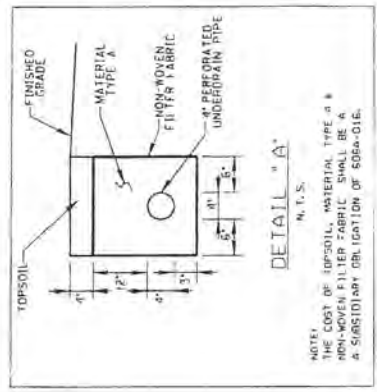
RESPONSIBLE PER DATE: 11/19/2020	SUPERVISOR DATE: 11/19/2020	DESIGNER DATE: 11/19/2020	PLAN SUBMITTAL 6/21/2020
CITY OF FAIRHOPE			
NOT TO SCALE			
SHEET TITLE GEOMETRIC DATA SHEET			
ROUTE ROUNDABOUT			

TYPICAL SECTION

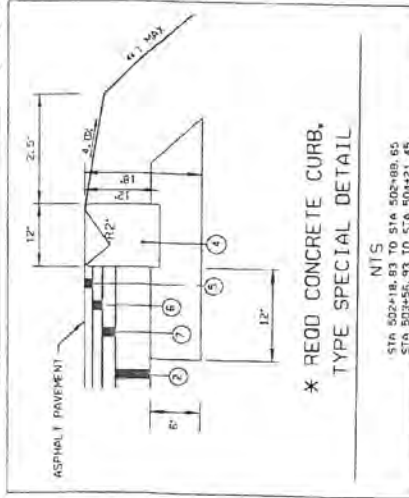
REFERENCE PROJECT NO. STPSJ-02031
FISCAL YEAR 2003
SHEET NO. 2



TYPICAL SECTION
N.T.S.
ROUNDABOUT
STA 500+00.00 TO STA 502+10.35



DETAIL "A"
N.T.S.
NOTE: THE COST OF TOPSOIL, MATERIAL TYPE "A" & NON-WOVEN FILTER FABRIC SHALL BE A SUBSTANTIAL PORTION OF SDBA-01E.



* REED CONCRETE CURB, TYPE SPECIAL DETAIL
N.T.S.
STA 502+10.35 TO STA 502+08.65
STA 502+08.65 TO STA 504+21.45

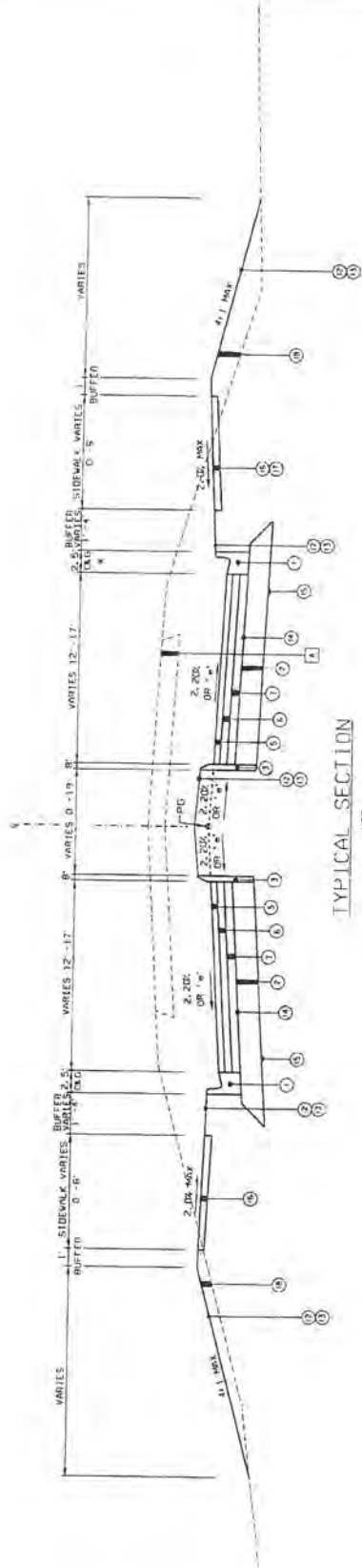
REQUIRED MATERIALS LEGEND

LEGEND NO.	ITEM NO.	DESCRIPTION
1	623C-000	COMBINATION CURB & GUTTER, TYPE C
2	301A-012	CRUSHED AGGREGATE, BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS
3	623B-000	CONCRETE CURB, TYPE N
4	623B-120	CONCRETE CURB (TYPE SPECIAL)
5	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APP. 195 * /S1)
6	424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APP. 250 * /S1)
7	424B-681	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APP. 275 * /S1)
8	650-4000	TOPSOIL
9	6544-000	SOLID SODDING
10	401A-000	BITUMINOUS TREATMENT A
11	230A-000	ROADBED PROCESSING
12	618A-000	CONCRETE SIDEWALK, 4" THICK
13	2100-022	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) 1A-2-410 (OR A-410)
14	623B-001	CONCRETE CURB, TYPE G

RESPONSIBLE PE. DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL EGC	CITY OF FAIRHOPE	SHEET TITLE TYPICAL SECTION	ROUTE ROUNDABOUT
NOT TO SCALE						

TYPICAL SECTION

REFERENCE PROJECT NO. SIPSU-02200
 FISCAL YEAR 2021
 SHEET NO. 26



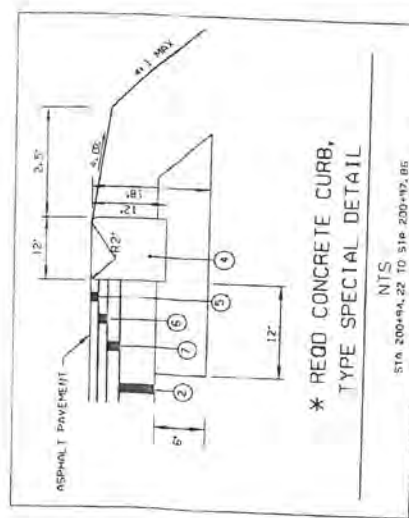
TYPICAL SECTION
 NTS

IRJANGLE DR

STA 200+94.22 TO STA 203+6.26

REQUIRED MATERIALS LEGEND

LEGEND NO.	ITEM NO.	DESCRIPTION
1	IN-PLACE ASPHALT PAVEMENT (REMOVE)	
2	COMBINATION CURB & GUTTER, TYPE C	
3	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6\"/>	
4	CONCRETE CURB, TYPE N	
5	CONCRETE CURB (TYPE SPECIAL)	
6	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2\"/>	
7	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1\"/>	
8	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1\"/>	
9	TOPSOIL	
10	SOLID SODDING	
11	BITUMINOUS TREATMENT A	
12	ROADBED PROCESSING	
13	CONCRETE SIDEWALK, 4\"/>	
14	CONCRETE DRIVEWAY, 5\"/>	
15	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-410) OR A-1(1)	



* REOD CONCRETE CURB, TYPE SPECIAL DETAIL

NTS
 STA 200+94.22 TO STA 200+97.06

RESPONSIBLE PE: _____ DATE: _____

DESIGNER: _____ DATE: _____

SUPERVISOR: _____ DATE: _____

PLAN SUBMITTAL: _____

BD: _____

CITY OF FAIRHOPE

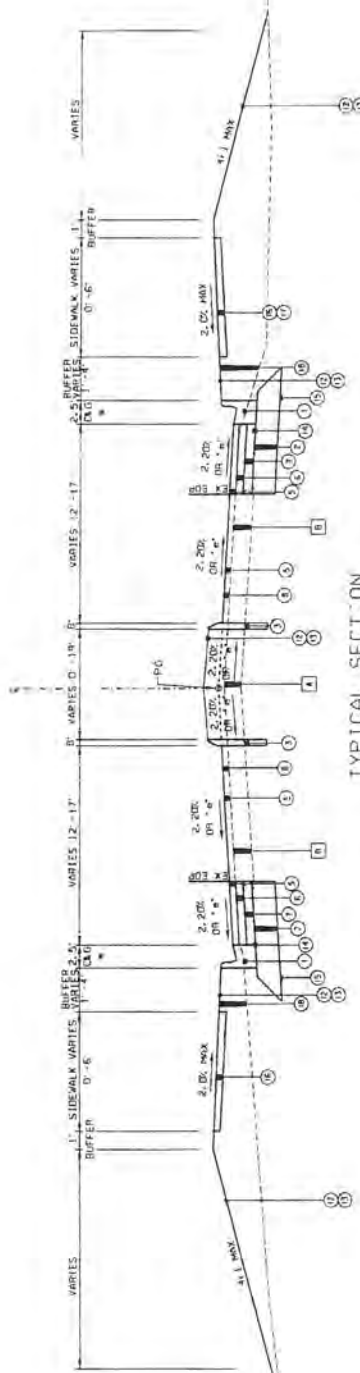
NOT TO SCALE

SHEET TITLE: TYPICAL SECTION

ROUTE: ROUNDABOUT

TYPICAL SECTION

REFERENCE PROJECT NO.	STPBL-0200
FISCAL YEAR	2023
SHEET NO.	28



TYPICAL SECTION

NTS

VETERANS DR

STA 301+01.54 TO STA 303+32.25

MAIN ST

STA 401+88.30 TO STA 404+20.47

N SECTION ST

STA 100+89.24 TO STA 102+84.76

TRIANGLE DR

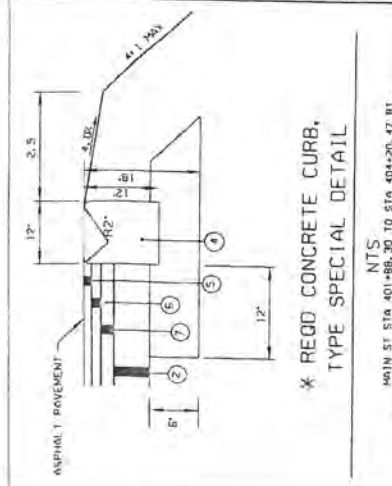
STA 203+76.29 TO STA 204+01.81

REQUIRED MATERIALS LEGEND

ITEM NO.	DESCRIPTION
1	IN-PLACE ASPHALT PAVEMENT (REMOVE)
2	IN-PLACE ASPHALT PAVEMENT (RETAIN)
3	COMBINATION CURB & GUTTER, TYPE C
4	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS
5	CONCRETE CURB, TYPE N
6	CONCRETE CURB (TYPE SPECIAL)
7	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APR 05 #1/1)
8	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D 1000 250 #2/3/1
9	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D 1000 275 #2/3/1
10	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D
11	TOPSOIL
12	SOLID SODDING
13	BITUMINOUS TREATMENT A
14	ROADBED PROCESSING
15	CONCRETE SIDEWALK, 4" THICK
16	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH) (MEXW6)
17	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) DR A-4(0))

LEGEND

ITEM NO.	DESCRIPTION
1	IN-PLACE ASPHALT PAVEMENT (REMOVE)
2	IN-PLACE ASPHALT PAVEMENT (RETAIN)
3	COMBINATION CURB & GUTTER, TYPE C
4	CRUSHED AGGREGATE BASE COURSE, TYPE B, PLANT MIXED, 6" COMPACTED THICKNESS
5	CONCRETE CURB, TYPE N
6	CONCRETE CURB (TYPE SPECIAL)
7	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D (APR 05 #1/1)
8	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D 1000 250 #2/3/1
9	SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D 1000 275 #2/3/1
10	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, LEVELING, 1/2" MAXIMUM AGGREGATE SIZE MIX, ESAL RANGE C/D
11	TOPSOIL
12	SOLID SODDING
13	BITUMINOUS TREATMENT A
14	ROADBED PROCESSING
15	CONCRETE SIDEWALK, 4" THICK
16	CONCRETE DRIVEWAY, 6" THICK (INCLUDES WIRE MESH) (MEXW6)
17	BORROW EXCAVATION (LOOSE TRUCKBED MEASUREMENT) (A-2-4(0) DR A-4(0))



* REQD CONCRETE CURB, TYPE SPECIAL DETAIL

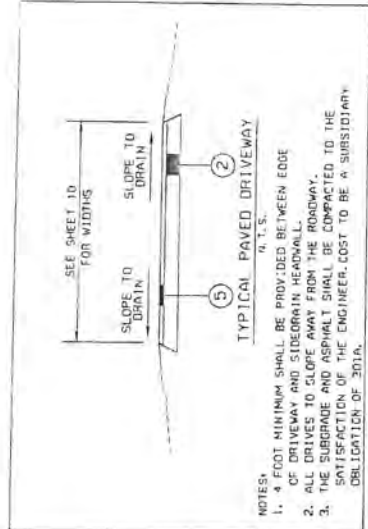
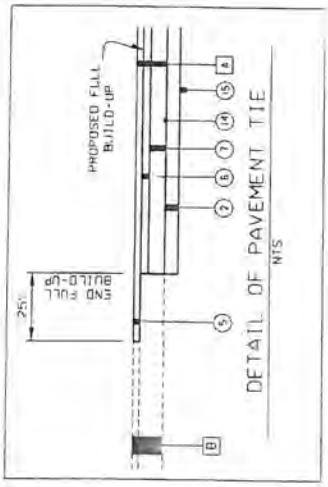
NTS

MAIN ST STA 401+88.30 TO STA 404+20.47 RT
N SECTION ST STA 100+89.24 TO STA 102+84.76 RT & LT

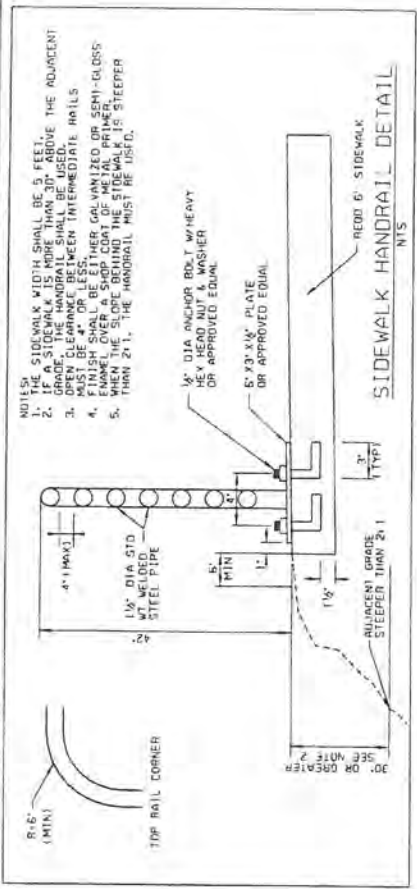
RESPONSIBLE PE	SUPERVISOR	DESIGNER	DATE
DATE	DATE	DATE	DATE
PROJECT NO. 10000000000000000000	PROJECT NO. 10000000000000000000	PROJECT NO. 10000000000000000000	PROJECT NO. 10000000000000000000
CITY OF FAIRHOPE	CITY OF FAIRHOPE	CITY OF FAIRHOPE	CITY OF FAIRHOPE
NOT TO SCALE	NOT TO SCALE	NOT TO SCALE	NOT TO SCALE
TYPICAL SECTION	TYPICAL SECTION	TYPICAL SECTION	TYPICAL SECTION
ROUTE	ROUTE	ROUTE	ROUTE
ROUNDABOUT	ROUNDABOUT	ROUNDABOUT	ROUNDABOUT

PROJECT DETAILS

REFERENCE PROJECT NO.	SIPSU-02200
FISCAL YEAR	2021
SHEET NO.	2C



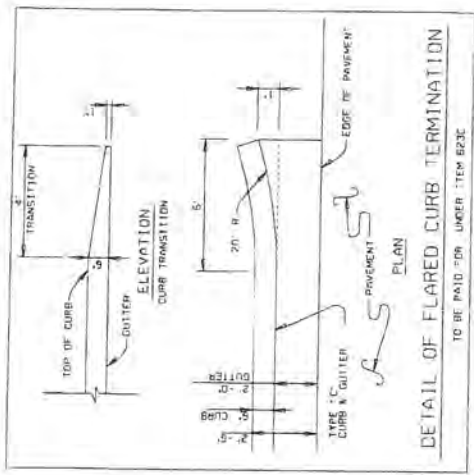
- NOTES:
1. 4 FOOT MINIMUM SHALL BE PROVIDED BETWEEN EDGE OF DRIVEWAY AND SIDEWALK HEADWALL.
 2. ALL DRIVES TO SLOPE AWAY FROM THE ROADWAY.
 3. THE SUBGRADE AND ASPHALT SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER. COST TO BE A SUBSIDIARY OBLIGATION OF SDPA.
 4. 4 FOOT MINIMUM SHALL BE PROVIDED BETWEEN EDGE OF DRIVEWAY AND SIDEWALK HEADWALL.
 5. THE SUBGRADE AND ASPHALT SHALL BE COMPACTED TO THE SATISFACTION OF THE ENGINEER. COST TO BE A SUBSIDIARY OBLIGATION OF SDPA.



- NOTES:
1. SIDEWALK WIDTH SHALL BE 5 FEET.
 2. IF A SIDEWALK IS MORE THAN 30' ABOVE THE ADJACENT GRADE, THE HANDRAIL SHALL BE USED.
 3. HANDRAILS SHALL BE 4\"/>

REQUIRED MATERIALS - LEGEND

LEGEND NO., ITEM NO.	DESCRIPTION
(A)	IN-PLACE ASPHALT PAVEMENT (REMOVE)
(B)	IN-PLACE ASPHALT PAVEMENT (RETAIN)
(C)	301A-01Z CRUSHED AGGREGATE BASE COURSE, TYPE B, 4 IN. MAX. MIXED, 6\"/>
(D)	424B-380 SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1/2\"/>
(E)	424B-651 SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1\"/>
(F)	424B-6B1 SUPERPAVE BITUMINOUS CONCRETE LOWER BINDER LAYER, 1\"/>
(G)	401A-000 BITUMINOUS TREATMENT A
(H)	230A-000 ROADBED PROCESSING



RESPONSIBLE PE:	SUPERVISOR:	DESIGNER:	CITY OF FAIRHOPE	NOT TO SCALE	PROJECT DETAILS	ROUTE
DATE:	DATE:	DATE:				ROUNDABOUT
DATE: 10/15/2021	DATE: 10/15/2021	DATE: 10/15/2021				

PROJECT DETAILS

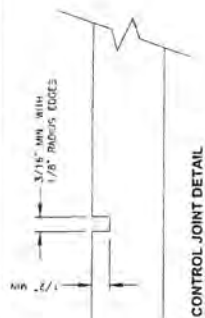
REFERENCE PROJECT NO.	5175H-02201
FISCAL YEAR	2023
SHEET NO.	20

NOTES

SIDEWALK PANELS TO BE 4" MINIMUM THICKNESS. SIDEWALK PANELS THAT ADJACENT TO DRIVEWAY OR WALL OTHERWISE BE SUBJECTED TO VEHICULAR TRAFFIC TO BE 6" MINIMUM THICKNESS.

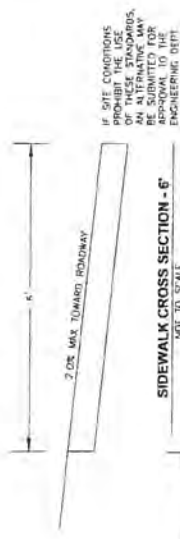
ALL CONCRETE TO BE 3000 P.S.I. MIX WITH NATURAL COLOR AND BROOM FINISH.

EDGE OF SIDEWALK SHALL HAVE 1/2" RADIUS.

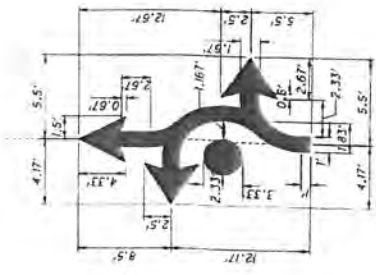
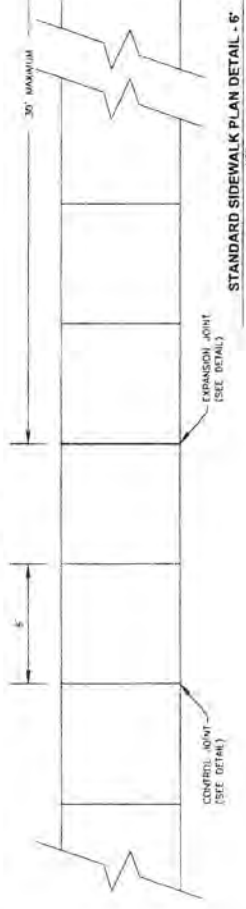


* EXPANSION JOINT MATERIALS TO MEET ADOPT SPECIFICATIONS 834.01 & 834.02

** JOINT FILLER TO BE CUT FLUSH WITH SIDEWALK SURFACE WHEN NO JOINT SEALER IS USED



IF SITE CONDITIONS PROHIBIT THE USE OF CONCRETE, AN ALTERNATE MATERIAL SHALL BE SUBMITTED FOR APPROVAL TO THE ENGINEERING DEPT.



ELEMENTS INCLUDED	OVERALL WIDTH	OVERALL HEIGHT
1	6.5'	14.67'
1 & 2	9.67'	14.67'
1, 2 & 3	9.67'	20.67'
0, 2 & 3*	4.5'	20.67'
0, 2 & 3*	7.67'	20.67'
2 & 3	3.83'	20.67'
3	2.0'	20.67'
3	6.0'	8.0'

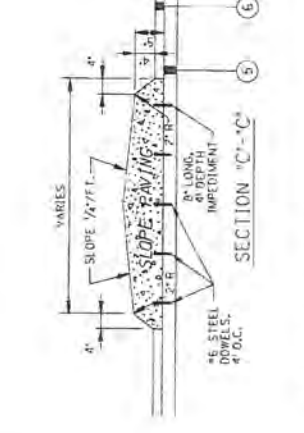
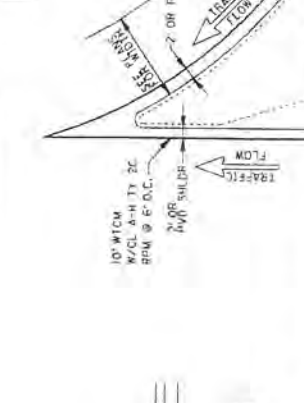
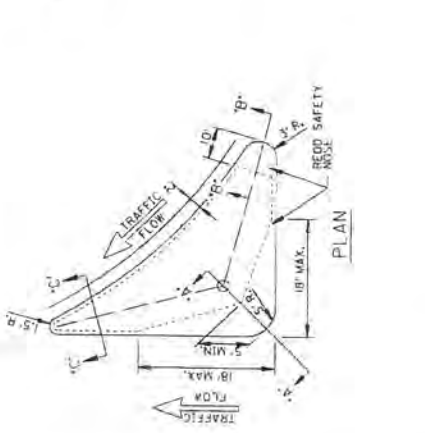
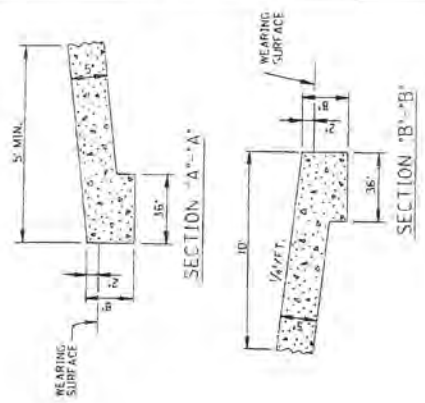
* THE DOT ELEMENT 01 IS ONLY USED IN SYMBOLS FOR THE LEFTMOST LANE.



RESPONSIBLE P.E.	DATE:	SUPERVISOR:	DATE:	DESIGNER:	DATE:	PLAN SUBMITTAL:	60%	CITY OF FAIRHURP	NOT TO SCALE	SHEET TITLE:	ROUTE:
PROJECT NO. 5175H-02201	DATE: 11/15/2023	DATE: 11/15/2023	DATE: 11/15/2023	DATE: 11/15/2023	DATE: 11/15/2023	DATE: 11/15/2023	DATE: 11/15/2023	CITY OF FAIRHURP	NOT TO SCALE	PROJECT DETAILS	ROUNDABOUT

PROJECT DETAILS

REFERENCE PROJECT NO.	STPSJ-02001
FISCAL YEAR	2023
SHEET NO.	2E



NOTES:

1. ALL RAISED CONCRETE MEDIAN AREAS OR ISLANDS INCLUDING FOOTINGS TO BE UNDER THE ITEM 614-A.
2. APPROPRIATE CURB AND STRIPING SHOULD BE PROVIDED FOR SLOPE PAVED AREAS IN EXCESS OF 200 SQ. FT. PER LINEAL FOOT PERICIAL DNG. NO. 623-W-SPEC.
3. SEE PAVING LAYOUTS FOR OFFSETS FROM TRAVEL WAY PAVEMENT EDGES TO FACE OF SLOPE PAVING.
4. FILLER AND SEALER FOR EXPANSION JOINTS SHALL BE AS OUTLINED IN ARTICLES 832.01 AND 832.02 ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS.
5. CONCRETE ISLAND WILL BE MONOLITHICALLY POURED
6. #6 STEEL DOWEL BARS TO BE SUBSIDIARY OF 614-A.

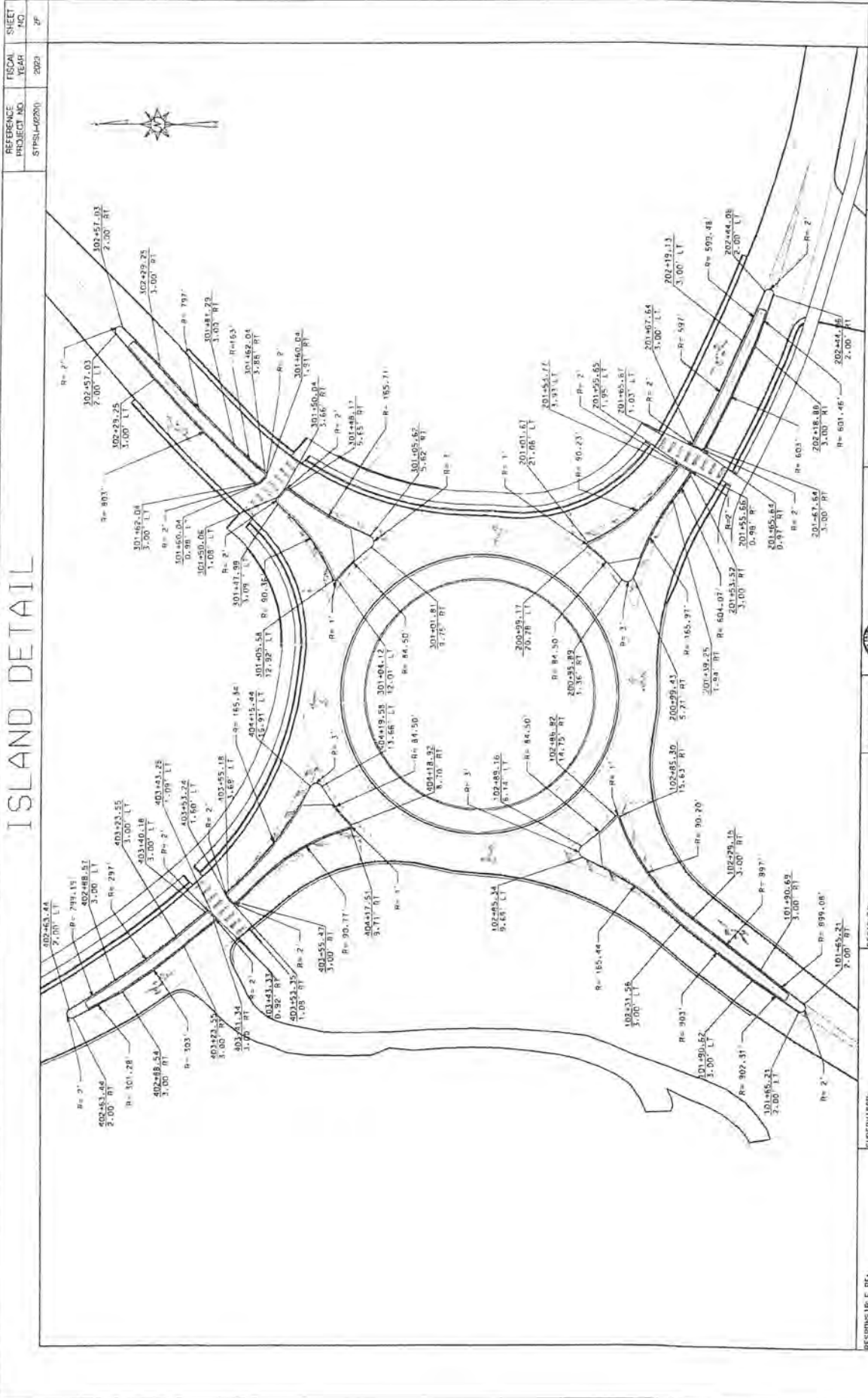
REQUIRED MATERIALS LEGEND

LEGEND	NOTEM NO.	DESCRIPTION
5	424A-360	SUPERPAVE BITUMINOUS CONCRETE WEARING SURFACE LAYER, 1.2" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE C70 (APP. 195-425Y)
6	424B-651	SUPERPAVE BITUMINOUS CONCRETE UPPER BINDER LAYER, 1" MAXIMUM AGGREGATE SIZE MIX. ESAL RANGE C40 (APP. 250-425Y)

RESPONSIBLE PE	DESIGNER	CITY OF FAIRHOPE	NOT TO SCALE	SHEET TITLE	ROUTE
DATE:	DATE:	PLAN SUBMITTAL	PROJECT DETAILS	ROUNDABOUT	
DATE:	DATE:	612			

REFERENCE PROJECT NO.	87894-00280
FISCAL YEAR	2020
SHEET NO.	2F

ISLAND DETAIL



RESPECTABLE P.E.	DESIGNER	DATE:	7/27/2021 10:51
DATE:		DATE:	
SCALE (FEET)	HORIZ		ROUTE
0 20 30	CITY OF FAIRHOPE		ROUNDABOUT
	PLAN SUBMITTAL	SHEET TITLE	
	50%	ISLAND DETAIL	
PROJECT NO. 87894-00280-000	SUPERSEDES		

PROJECT NOTES

	REFERENCE PROJECT NO. STPS-14-0200	FISCAL YEAR 2003	SHEET NO. 26
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GENERAL NOTES: SHALL APPLY TO WORK WITHIN THE ALDOT RIGHT-OF-WAY ONLY.

1. ALL METERS ARE TO BE INSTALLED OFF OF ALDOT RIGHT-OF-WAY.
2. ALL MANHOLES, VALVE BOXES, AND MANHOLES SHOULD BE FINISH WITH EXISTING GRAD.
3. CONTACT DISTRICT MANAGER BEFORE BEGINNING WORK ON ALDOT RIGHT-OF-WAY. THE DISTRICT ENGINEERS FOR THE REGION ARE AS FOLLOWS:
SUB-REGION
POTOMAC COUNTY - JAY PALMER, (251) 937-2006.
4. WRITE LETTER REQUESTING TO MEET WITH DISTRICT MANAGER UPON COMPLETION OF PERMITTED WORK TO EVALUATE PUNCH LIST FOR COMPLETION OF PROJECT.
5. IF APPLICABLE, THE BOND ASSOCIATED WITH THE PERMIT WILL BE GOOD FOR ONE FULL YEAR AFTER THE WORK IS ACCEPTED BY THE DEPARTMENT.
6. ALL TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH PART 5 OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) 2003 EDITION. IF PROJECT NECESSITATES LANE CLOSURE, LANE CLOSURE MUST BE MADE PART OF THE PERMIT.
7. ON-SITE REPRESENTATIVES & CONTACT INFORMATION: (251) 938-7251
8. ON-SITE REPRESENTATIVES WILL HAVE ON HAND ALL THE FOLLOWING:
1) APPROVED PERMIT AND PLANS STAMPED BY THE ENGINEER
2) TRAFFIC CONTROL PLANS
3) EROSION CONTROL PLANS
4) ALL DISTURBED AREAS WILL BE RESURFACED OR RESEED AS DIRECTED BY THE ENGINEER.
10. ALL WORK WILL MEET OR EXCEED ALDOT SPECIFICATIONS.
11. ALL WORK ON THE JOB WILL BE IN CONFORMANCE WITH THE LATEST EDITION OF ALDOT STANDARD SPECIFICATIONS.
12. ELECTRIC POWER AND COMMUNICATION FACILITIES WILL CONFORM WITH THE CURRENT APPLICABLE NATIONAL ELECTRICAL SAFETY CODE
13. A BEST MANAGEMENT PLAN SHALL AT MINIMUM RETURN ALL EXPOSED AREAS TO ORIGINAL OR BETTER CONDITION WITH A GOOD STAND OF GRASS AND/OR SOIL. SILT FENCE, MAY BAILS, AND ANY OTHER EROSION CONTROL ITEMS NEEDED SHALL BE USED TO PREVENT EROSION.
14. ALL TREES OVER 4" IN HEIGHT SHALL NOT BE CUT/REMOVED WITHOUT WRITTEN PERMISSION FROM THE CITY OF FAIRHOPE.
15. ALL INSTALLATIONS THAT REQUIRE BORE PITS MUST STATE/DETECT BORE PIT DIMENSIONS.
16. ABSOLUTELY NO BORE PITS SHALL BE ALLOWED TO BE UNFILLED AND/OR UNPROTECTED UNLESS PROTECTED. BORE PITS MUST HAVE A MINIMUM OF 72 HOURS TO BE OPEN BEFORE FILLED.
17. PRIOR TO CONSTRUCTION, THE CITY OF FAIRHOPE WILL VERIFY THE BORE PIT SECTION AND AS-BUILT PROFILE ON ANY BORED UTILITIES IN SAID DEPARTMENT'S ROW.
18. WARNING DO NOT DISTURB SURVEY MARKERS LOCATED ON ALDOT RIGHT-OF-WAY. ANY PROPERTY MARKERS DISTURBED DURING CONSTRUCTION SHALL BE RE-ESTABLISHED BY AN ALABAMA LICENSED PROFESSIONAL LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
19. THE AMOUNT OF AREAS TO BE DISTURBED DURING CONSTRUCTION OF THIS PERMIT IS 1.40 ACRES.

UTILITY CONTACTS:

NATIONAL GAS, ELECTRIC, WATER & SEWER
FAIRHOPE UTILITIES DEPARTMENT
PHONE: 251-231-2414
FAIRHOPE UTILITIES BOARD
PHONE: 251-210-1834

PHONE: 251-941-8600
PHONE: 251-941-8600
PHONE: 251-941-8600
PHONE: 251-240-0000
PHONE: 251-240-2224

PHONE: 251-941-8600
PHONE: 251-941-8600
PHONE: 251-941-8600
PHONE: 251-941-8600
PHONE: 251-941-8600

FIBER
UNITIL FIBER - ETHAN STOKLEY
PHONE: 251-941-8600
PHONE: 251-941-8600
PHONE: 251-941-8600

20. WATER LINES WILL CONFORM WITH THE CURRENTLY APPLICABLE STANDARDS OF THE NATIONAL WATER WORKS ASSOCIATION.

21. PRESSURE PIPE LINES WILL CONFORM WITH THE CURRENTLY APPLICABLE SECTIONS OF AMERICAN NATIONAL STANDARDS, INSTITUTE LANKY.

22. AS REQUIRED BY ALABAMA ACT 44-487, CALL TWO WARNING DAYS BEFORE EXCAVATION 1 800-272-4026, ALABAMA LINE LOCATION CENTER, INC.

23. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONSULT THE VARIOUS UTILITY OWNERS AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES ON THIS PROJECT, WHETHER SHOWN ON THE PLANS OR NOT. BEFORE COMMENCING WORK, THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY DAMAGES WHICH MIGHT BE OCCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.

24. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DIMENSIONAL, VEGETATIVE, LANDSCAPING, SHRUBS, FLOWERS, DIMENSIONAL GRASS, ETC.) DISTURBED DURING CONSTRUCTION AND SHALL BE REPLACED, TRANSPORTED OR RECORDED AS DIRECTED BY THE ALABAMA DEPARTMENT OF TRANSPORTATION DISTRICT MANAGER.

25. ALL FILL MATERIAL, OR ON-SITE DEBRIS DEPOSITED IN THE RIGHT-OF-WAY SHALL BE REMOVED PRIOR TO REQUEST FOR FINAL PAYMENT.

26. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SOLID WASTE (I.E., WOOD, STUMPS, ETC.) TO BE DISPOSED OF AND MUST BE IN ACCORDANCE WITH APPLICABLE REGULATIONS OF THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT (ADEM).

27. PROPERTY OBSTRUCTIONS WHICH ARE TO REMAIN IN PLACE, SUCH AS HISTORICAL STRUCTURES, TREES, DRAINAGE, WATER OR GAS PIPES, POLES, WALLS, ETC., ARE NOT TO BE DISTURBED UNLESS NOTED AND APPROVED BY SMO, ALDOT, OR A SFP, ETC.

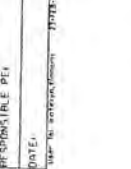
28. CLEAN UP STREETS IMMEDIATELY AFTER CONCRETE OR OTHER BULKYER TRUCKS LEAVE THE SITE. WOOD AND DEBRIS ARE TO BE KEPT OFF STREET, TRACTIC, DITCHED, ETC.

29. FLUCL, TANKS SHALL NOT BE STORED ON THE RIGHT-OF-WAY OVERNIGHT. VEHICLES TRANSPORTING FUEL, CHEMICALS, FERTILIZERS, ETC. OVER HIGH-OF-WAY SHALL NOT BE LEFT UNATTENDED.

30. PROMPTLY NOTIFY THE ENGINEER AND THE CITY OF FAIRHOPE OF ANY PERCEIVED CONFLICTS, AMBIGUOUS ITEMS, OR CONCERNS IN THE PLANS, SPECIFICATIONS, GENERAL NOTES OR RELATED CONTRACT DOCUMENTS.

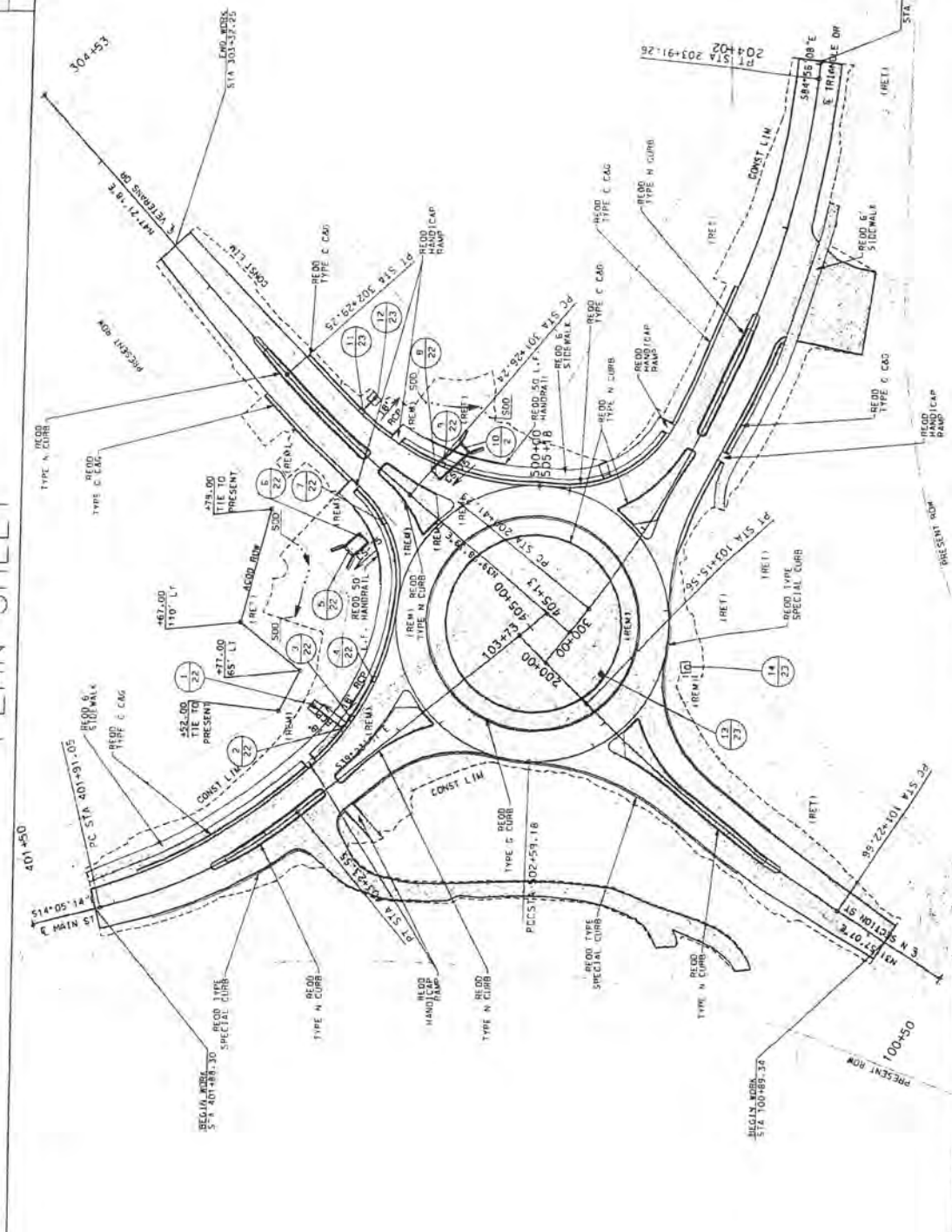
31. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A SET OF ROADWAY PLANS SIGNED BY A STRUCTURAL ENGINEER REGISTERED IN THE STATE OF ALABAMA.

RESPONSIBLE PER DATE: 07/25/03	SUPERVISOR DATE: 07/25/03	DESIGNER DATE: 07/25/03	PLAN SUBMITTAL SHEET	NOT TO SCALE	SHEET TITLE PROJECT NOTES	ROUTE ROUNDABOUT
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PLAN SHEET

REFERENCE PROJECT NO.	STP201-022001
FISCAL YEAR	2022
SHEET NO.	4

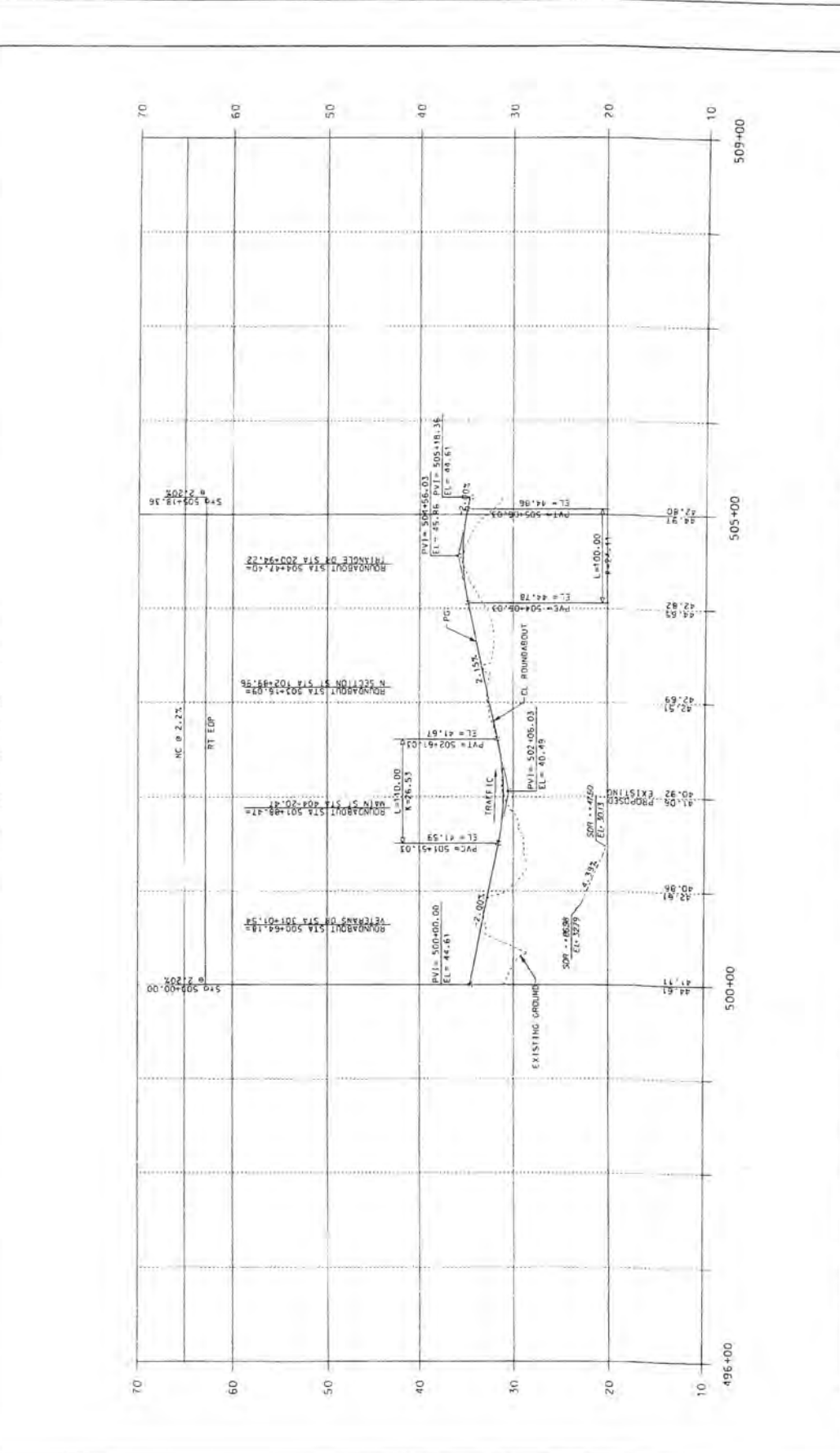


RESPONSIBLE PE	DATE:	SUPERVISOR	DATE:	DESIGNER	DATE:	PLAN SUBMITTAL	6/27	CITY OF FAIRHOPE	HORIZ	SCALE (FEET)	30	SHEET TITLE	ROUTE
												PLAN SHEET	ROUNDABOUT

REFERENCE PROJECT NO. SIPR01-02201	FISCAL YEAR 2023	SHEET NO. 5
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PROFILE - ROUNDABOUT

PROJECT NO. STP0A-02201
BALDWIN COUNTY

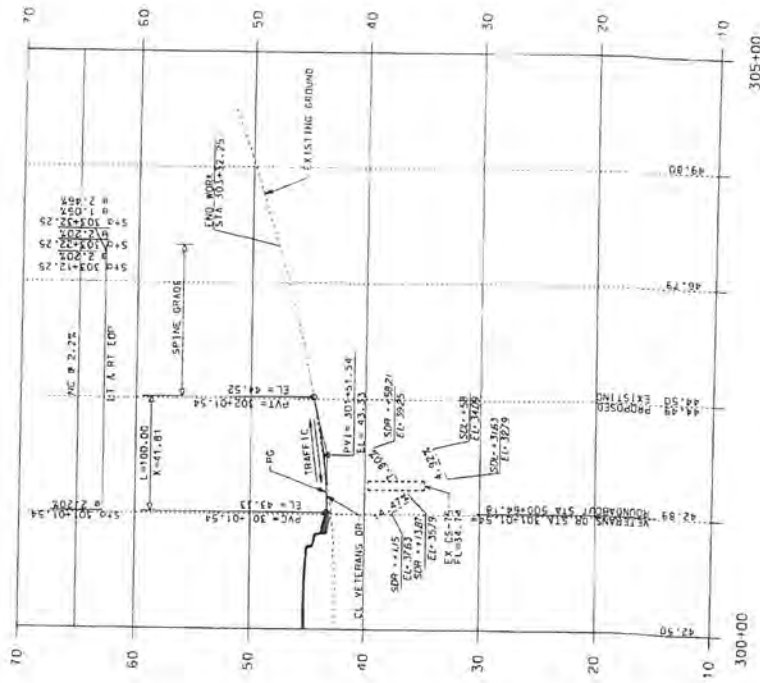


RESPONSIBLE PE	SUPERVISOR	DESIGNER	CITY OF FAIRHOPE	SCALE (FEET)	SHEET TITLE	ROUTE
DATE	DATE	DATE	PLAN SUBMITTAL	HORIZ 0 50	PROFILE ROUNDABOUT	ROUNDABOUT
			BD:	VERT 0 5		

PROFILE - VETERANS DR

PROJECT NO. STPOA-0220(1)
BALDWIN COUNTY

REFERENCE PROJECT NO.	STPSA-0220(1)
FISCAL YEAR	2023
SHEET NO.	6

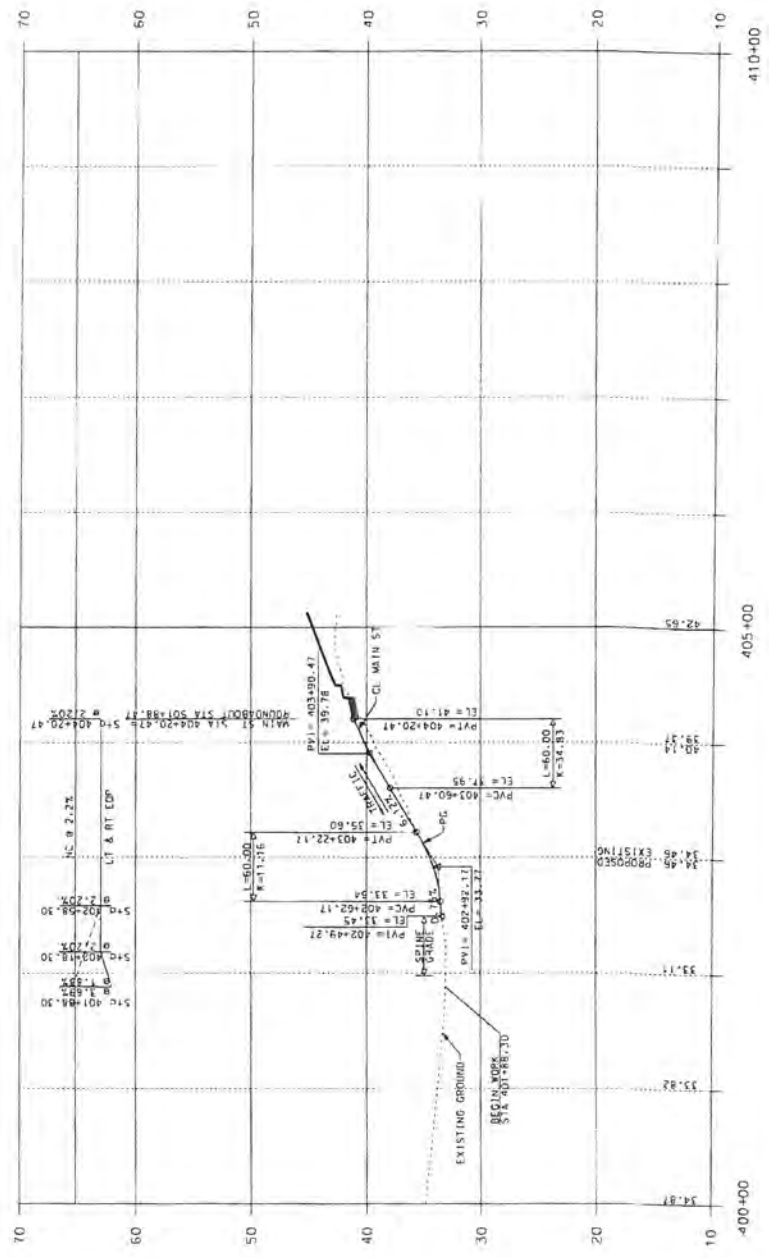


RESPONSIBLE PE DATE: 2/28/2024	DESIGNER DATE:	PLANNING DATE:	CITY OF FAIRHOPE	SHEET TITLE PROFILE VETERANS DR	ROUTE ROUNDABOUT
SUPERVISOR DATE:			SCALE: 1" = 40' HORIZ SCALE: 1" = 5' VERT PROJECT NO. STPSA-0220(1)		

REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
STPS1402200	2021	7

PROFILE - MAIN ST

PROJECT NO. STPOA-02200()
BALDWIN COUNTY



RESPONSIBLE P.E. DATE: 7/5/2021 17:02	SUPERVISOR DATE: 7/5/2021 17:02	DESIGNER DATE:	PLAN SUBMITTAL GDC	CITY OF FAIRHOPE	SHEET TITLE PROFILE MAIN ST	ROUTE ROUNDABOUT
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PROJECT 171200 - Roundabout at North Section of Main Street, Roundabout
DATE: 7/5/2021 17:02

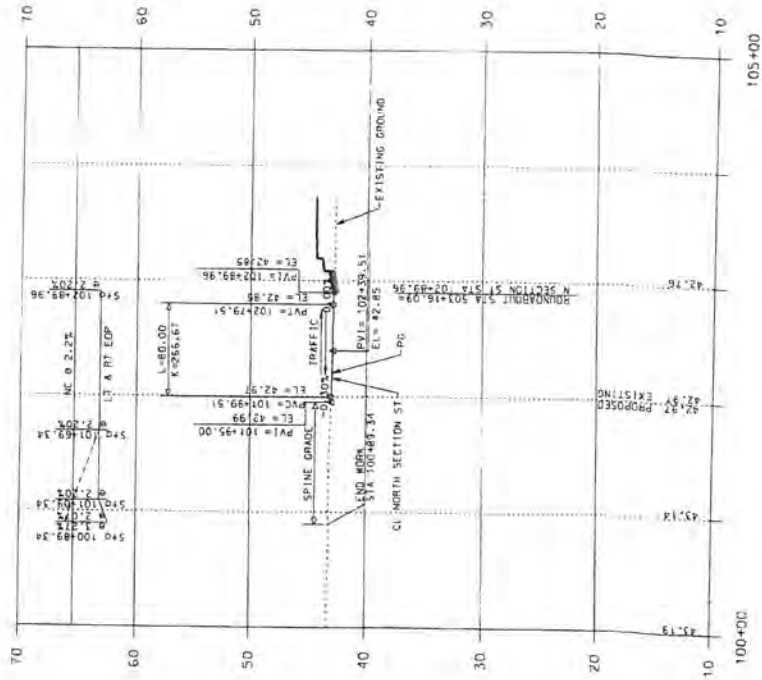
PROFILE - NORTH SECTION ST

PROJECT NO. SPOA-0220()
BALDWIN COUNTY

REFERENCE PROJECT NO.
SIPSI-02200

FISCAL YEAR
2003

SHEET NO.
B



RESPONSIBLE PE	SUPERVISOR	DESIGNER	CITY OF FAIRHOPE	SHEET TITLE	ROUTE
DATE	DATE	DATE	PLN SUBMITTA	PROFILE NORTH SECTION ST	ROUNDABOUT
DATE	DATE	DATE	60%	HORIZ 0	VERT 0
				SCALE (FEET)	SCALE (FEET)



CITY OF FAIRHOPE

PLN SUBMITTA
60%

DESIGNER
DATE

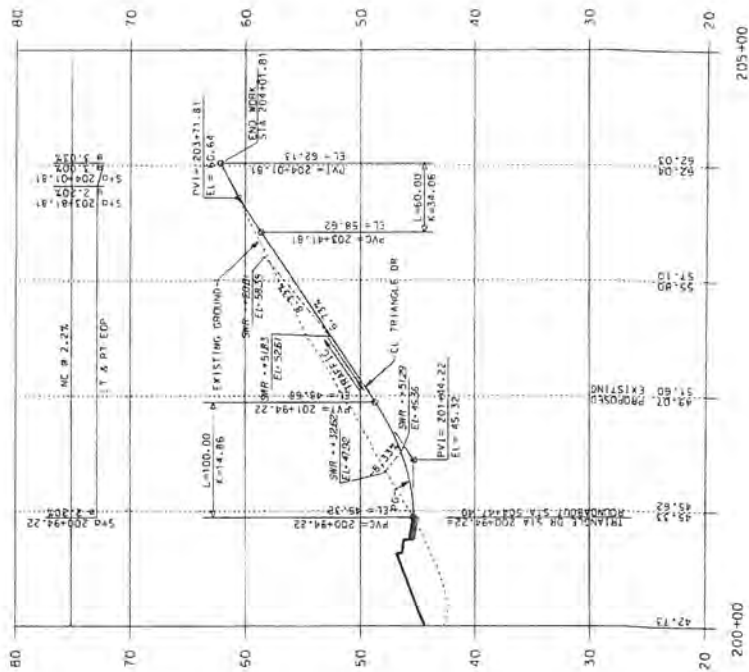
SUPERVISOR
DATE

RESPONSIBLE PE
DATE

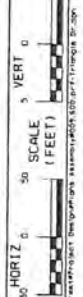
PROFILE - TRIANGLE DR

PROJECT NO. STPOA-0220(1)
BALDWIN COUNTY

REFERENCE PROJECT NO.	STPSU-0220(1)
FISCAL YEAR	2023
SHEET NO.	9

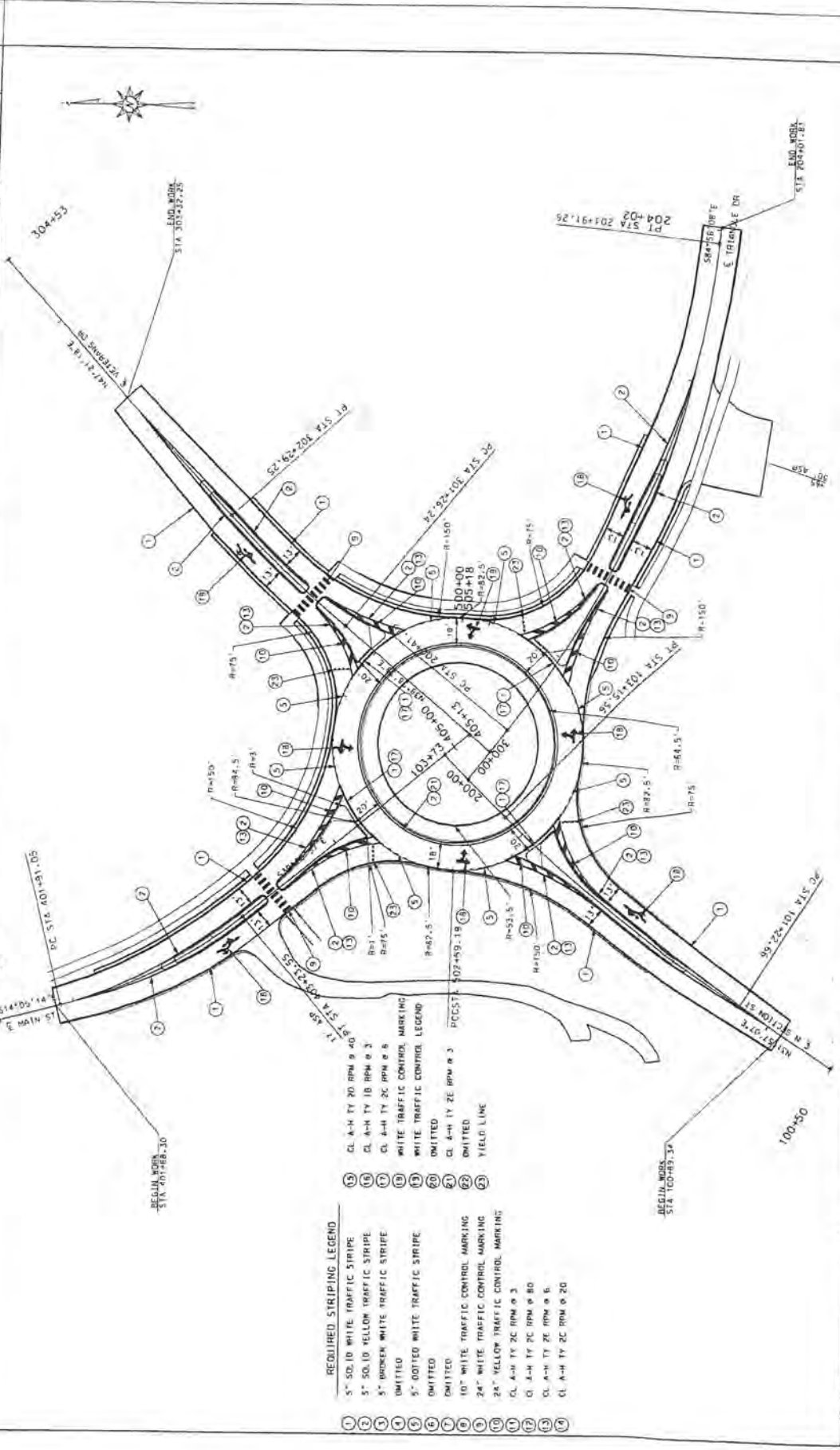


RESPONSIBLE PE	SUPERVISOR	DESIGNER	PLAN SUBMITTAL	CITY OF FAIRHOPE	SHEET TITLE	ROUTE
DATE	DATE	DATE	CITY	CITY OF FAIRHOPE	PROFILE TRIANGLE DR	ROUNDABOUT
DATE	DATE	DATE	CITY	CITY OF FAIRHOPE	SCALE (FEET)	VERT 0 5
DATE	DATE	DATE	CITY	CITY OF FAIRHOPE	HORIZ 0 50	5



PAVING LAYOUT & STRIPING SHEET

REFERENCE PROJECT NO. S175L-07201	FISCAL YEAR 2021	SHEET NO. 10
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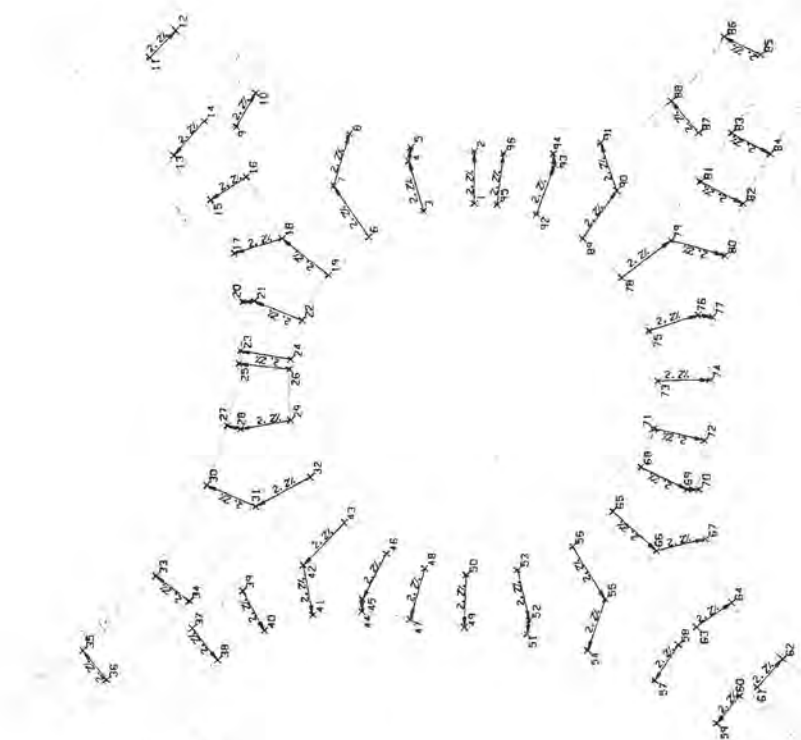


- REQUIRED STRIPING LEGEND**
- 1 5" SD 10 WHITE TRAFFIC STRIPE
 - 2 5" SD 10 YELLOW TRAFFIC STRIPE
 - 3 5" BROKEN WHITE TRAFFIC STRIPE
 - 4 OMITTED
 - 5 5" DOTTED WHITE TRAFFIC STRIPE
 - 6 OMITTED
 - 7 10" WHITE TRAFFIC CONTROL MARKING
 - 8 24" WHITE TRAFFIC CONTROL MARKING
 - 9 24" YELLOW TRAFFIC CONTROL MARKING
 - 10 CL A-H TY 20 RPM # 3
 - 11 CL A-H TY 2C RPM # 80
 - 12 CL A-H TY 2E RPM # 6
 - 13 CL A-H TY 2C RPM # 20
 - 14 CL A-H TY 20 RPM # 3
 - 15 CL A-H TY 1B RPM # 3
 - 16 CL A-H TY 2C RPM # 8
 - 17 WHITE TRAFFIC CONTROL MARKING
 - 18 OMITTED
 - 19 CL A-H TY 2E RPM # 3
 - 20 OMITTED
 - 21 YIELD LINE

RESPONSIBLE P.E. DATE: 10/15/2021	SUPERVISOR DATE: 10/15/2021	DESIGNER DATE:	PLAN SUBMITTAL EDZ:	CITY OF FAIRHOP	HORIZ SCALE (FEET)	SHEET TITLE PAVING LAYOUT & STRIPING SHEET	ROUTE ROUNDABOUT
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PROJECT PLAN LAYOUT SHEET

REFERENCE PROJECT NO. STPS-102201
 FISCAL YEAR 2003
 SHEET NO. 15

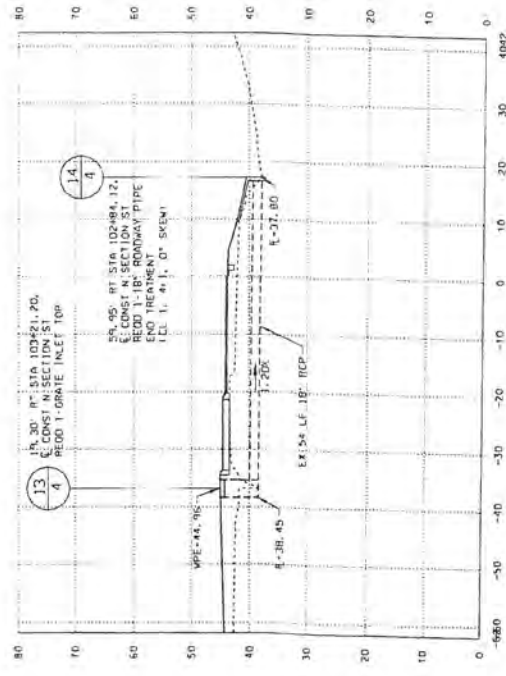
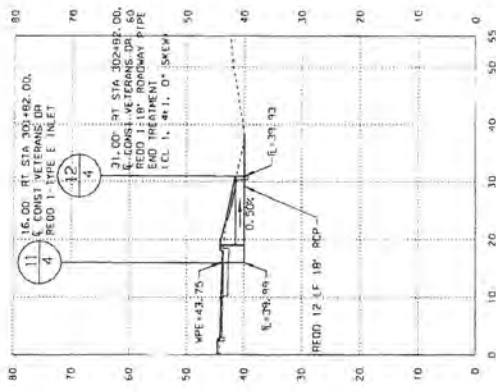


Point No.	Sta.	Offset	Elev.	Point No.	Sta.	Offset	Elev.
1	500+02.54	-18	44.96	51	502+79.12	4.42	41.99
2	500+02.54	0	44.56	52	502+81.00	0	42.10
3	500+25.44	-18	44.50	53	502+81.00	-18	42.50
4	500+25.44	0	44.10	54	502+85.52	16.4	42.18
5	500+23.56	4.41	43.99	55	503+02.78	3.58	42.90
6	500+52.25	-18	43.96	56	503+02.78	-18	43.07
7	500+52.25	3.56	43.49	57	102+52.01	-13.63	42.40
8	500+19.98	16.4	43.07	58	102+58.82	-3.69	42.71
9	501+42.26	5.14	43.34	59	102+51.56	-16	43.54
10	501+44.68	19.46	43.04	60	102+51.56	3	43.83
11	501+41.95	3	44.02	61	102+32.15	3	45.55
12	501+41.95	15	43.18	62	102+58.06	5.25	43.77
13	501+45.05	0	43.78	63	102+54.66	19.92	45.44
14	501+45.05	-16	42.53	64	502+31.69	-18	43.58
15	501+32.35	16	42.53	65	502+31.69	21.5	43.58
16	501+52.69	-1.82	42.73	66	502+44.11	13.65	42.75
17	500+69.35	13.65	42.63	67	501+55.08	-18	44.09
18	500+77.00	2.5	43.02	68	501+55.08	0	43.89
19	500+77.00	-18	43.47	69	501+56.76	3.66	43.60
20	501+02.66	3.66	42.51	70	501+73.18	-18	44.47
21	501+02.66	0	42.60	71	501+73.18	0	44.08
22	501+02.66	-18	43.00	72	501+94.42	-18	44.93
23	501+16.48	0	42.74	73	501+94.42	0	44.53
24	501+16.48	-18	42.64	74	501+17.33	-18	46.40
25	501+22.87	0	42.15	75	501+17.33	0	45.00
26	501+22.87	-18	42.55	76	501+15.65	4.42	44.89
27	501+43.90	4.42	41.59	77	501+44.11	-18	45.70
28	501+45.78	0	41.09	78	501+44.11	3.58	45.22
29	501+45.78	-18	42.09	79	501+31.85	16.4	44.81
30	501+60.39	16.41	40.75	80	201+19.19	2.03	45.50
31	501+72.55	3.6	41.17	81	201+20.42	17.96	45.16
32	501+72.55	-18	41.84	82	201+39.25	1.94	45.96
33	403+76.01	-20.34	38.80	83	201+39.25	-18	45.65
34	403+79.50	-6.18	39.12	84	201+67.76	-3	47.07
35	403+40.15	-16	46.35	85	201+67.76	-16	46.78
36	403+40.15	-3	46.64	86	201+33.61	-7.15	45.95
37	403+98.19	1.81	40.01	87	201+38.47	-20.84	45.63
38	403+98.19	16	39.70	88	504+69.04	-18	45.71
39	403+96.43	3.12	40.11	89	504+69.04	2.5	45.25
40	403+96.43	18.5	39.76	90	504+81.44	13.65	44.87
41	501+10.22	13.65	40.62	91	504+92.41	-18	45.49
42	501+97.82	2.51	41.01	92	504+92.41	0	45.09
43	501+97.82	-18	41.46	93	504+98.09	3.66	45.00
44	502+22.87	3.66	41.03	94	505+10.51	-18	45.16
45	502+21.19	0	41.11	95	505+10.51	0	44.77
46	502+21.19	-18	41.51	96			
47	502+39.29	0	41.29				
48	502+39.29	-18	41.69				
49	502+58.09	0	41.61				
50	502+58.09	-18	42.01				

RESPONSIBLE P.E. _____ DATE: _____
 SUPERVISOR _____ DATE: _____
 PLAN SUBMITTAL BOX _____
 CITY OF FAIRHOPE
 SCALE (FEET) _____
 SHEET TITLE PROJECT PLAN LAYOUT SHEET
 ROUTE ROUNDABOUT

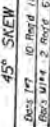
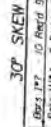
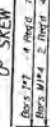
DRAINAGE SECTIONS

REFERENCE PROJECT NO. STPRS-40700
 FISCAL YEAR: 2023
 SHEET NO. 2



RESPONSIBLE PE DATE: 03/27/2024 11:42 User: E:\cpr\p\cpr\00000000000000000000	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITAL 50%
CITY OF FAIRHOPE 		HORIZ SCALE 1" = 10' VERT SCALE 1" = 10' (FEET)	SHEET TITLE DRAINAGE SECTIONS ROUTE ROUNDABOUT

REVISIONS	DATE	BY	CHKD
1. AS SHOWN	11/25/08	MSJ	MSJ



Fill	Bar	Length	Total Length
0-3	Bar M14	7'-10"	7'-10"
3-6	Bar M14	7'-10"	14'-8"
6-9	Bar M14	7'-10"	21'-6"
9-12	Bar M14	7'-10"	28'-4"
12-15	Bar M14	7'-10"	35'-2"
15-18	Bar M14	7'-10"	42'-0"
18-21	Bar M14	7'-10"	48'-8"
21-24	Bar M14	7'-10"	55'-6"
24-27	Bar M14	7'-10"	62'-4"
27-30	Bar M14	7'-10"	69'-2"
30-33	Bar M14	7'-10"	76'-0"
33-36	Bar M14	7'-10"	82'-8"
36-39	Bar M14	7'-10"	89'-6"
39-42	Bar M14	7'-10"	96'-4"
42-45	Bar M14	7'-10"	103'-2"
45-48	Bar M14	7'-10"	110'-0"

Fill	Bar	Length	Total Length
0-3	Bar M14	7'-10"	7'-10"
3-6	Bar M14	7'-10"	14'-8"
6-9	Bar M14	7'-10"	21'-6"
9-12	Bar M14	7'-10"	28'-4"
12-15	Bar M14	7'-10"	35'-2"
15-18	Bar M14	7'-10"	42'-0"
18-21	Bar M14	7'-10"	48'-8"
21-24	Bar M14	7'-10"	55'-6"
24-27	Bar M14	7'-10"	62'-4"
27-30	Bar M14	7'-10"	69'-2"
30-33	Bar M14	7'-10"	76'-0"
33-36	Bar M14	7'-10"	82'-8"
36-39	Bar M14	7'-10"	89'-6"
39-42	Bar M14	7'-10"	96'-4"
42-45	Bar M14	7'-10"	103'-2"
45-48	Bar M14	7'-10"	110'-0"



Fill	Bar	Length	Total Length
0-3	Bar M14	9'-8"	9'-8"
3-6	Bar M14	9'-8"	19'-6"
6-9	Bar M14	9'-8"	29'-4"
9-12	Bar M14	9'-8"	39'-2"
12-15	Bar M14	9'-8"	49'-0"
15-18	Bar M14	9'-8"	58'-8"
18-21	Bar M14	9'-8"	68'-6"
21-24	Bar M14	9'-8"	78'-4"
24-27	Bar M14	9'-8"	88'-2"
27-30	Bar M14	9'-8"	98'-0"
30-33	Bar M14	9'-8"	107'-8"
33-36	Bar M14	9'-8"	117'-6"
36-39	Bar M14	9'-8"	127'-4"
39-42	Bar M14	9'-8"	137'-2"
42-45	Bar M14	9'-8"	147'-0"
45-48	Bar M14	9'-8"	156'-8"

Fill	Bar	Length	Total Length
0-3	Bar M14	7'-10"	7'-10"
3-6	Bar M14	7'-10"	14'-8"
6-9	Bar M14	7'-10"	21'-6"
9-12	Bar M14	7'-10"	28'-4"
12-15	Bar M14	7'-10"	35'-2"
15-18	Bar M14	7'-10"	42'-0"
18-21	Bar M14	7'-10"	48'-8"
21-24	Bar M14	7'-10"	55'-6"
24-27	Bar M14	7'-10"	62'-4"
27-30	Bar M14	7'-10"	69'-2"
30-33	Bar M14	7'-10"	76'-0"
33-36	Bar M14	7'-10"	82'-8"
36-39	Bar M14	7'-10"	89'-6"
39-42	Bar M14	7'-10"	96'-4"
42-45	Bar M14	7'-10"	103'-2"
45-48	Bar M14	7'-10"	110'-0"

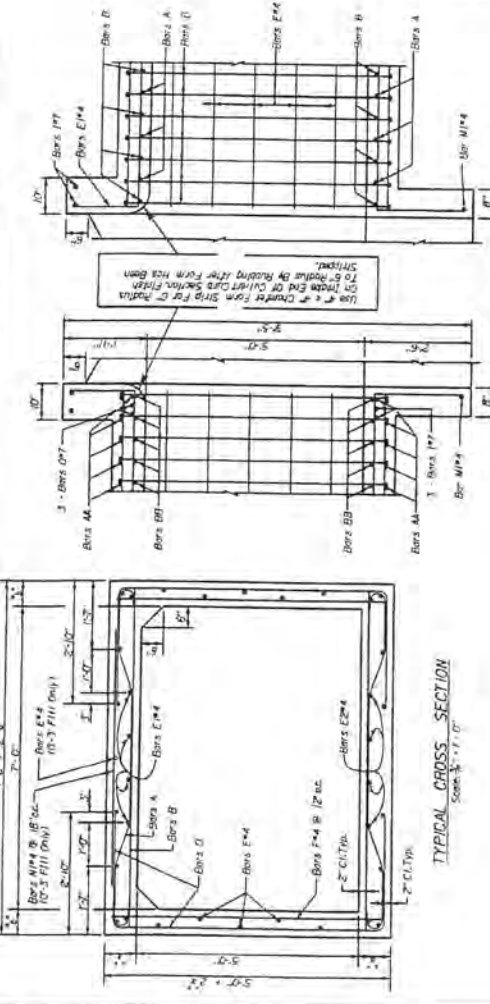
FILL	ESTIMATED QUANTITIES		
	PER LIN. FT. BAR	0° SKEW	30° SKEW
0-3	CL CONC. 1.00	CL CONC. 1.00	CL CONC. 1.00
3-6	LA REIN. 34	LA REIN. 34	LA REIN. 34
6-9	LA REIN. 68	LA REIN. 68	LA REIN. 68
9-12	LA REIN. 102	LA REIN. 102	LA REIN. 102
12-15	LA REIN. 136	LA REIN. 136	LA REIN. 136
15-18	LA REIN. 170	LA REIN. 170	LA REIN. 170
18-21	LA REIN. 204	LA REIN. 204	LA REIN. 204
21-24	LA REIN. 238	LA REIN. 238	LA REIN. 238
24-27	LA REIN. 272	LA REIN. 272	LA REIN. 272
27-30	LA REIN. 306	LA REIN. 306	LA REIN. 306
30-33	LA REIN. 340	LA REIN. 340	LA REIN. 340
33-36	LA REIN. 374	LA REIN. 374	LA REIN. 374
36-39	LA REIN. 408	LA REIN. 408	LA REIN. 408
39-42	LA REIN. 442	LA REIN. 442	LA REIN. 442
42-45	LA REIN. 476	LA REIN. 476	LA REIN. 476
45-48	LA REIN. 510	LA REIN. 510	LA REIN. 510

ALABAMA DEPARTMENT OF TRANSPORTATION
 STANDARD REINFORCED CONCRETE BOX CULVERT
 OPENING SINGLE 7'-x5'
 FILL 0' - 48' ANY SKEW
 STANDARD DRWG. NO. CS-75

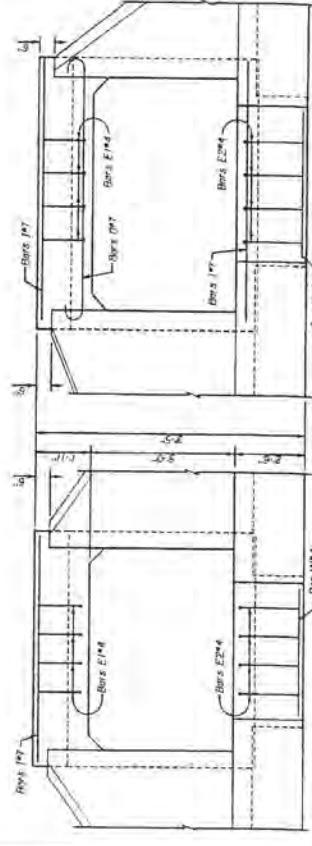
THIS STANDARD TO BE USED WITH ANY REINFORCING STEEL PER AASHTO M31, M31.1 & PER AASHTO M31.2.

REVISIONS:
 1. Rev. 1/10/07, 07-13-07, 07-13-07, 07-13-07
 2. Show Bars and Notes (2/20/08) - C.J.
 3. Revised Formwork to be (2/20/08) - C.J.
 4. Original (11/20/08) - MSJ

DESIGNED BY: MSJ
 CHECKED BY: J.S.
 DRAWN BY: J.S.
 DATE: 11/25/08

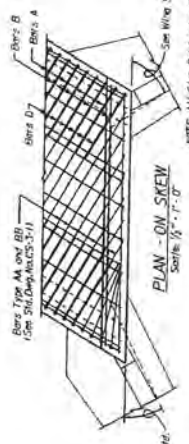


ON-SKEW LONGITUDINAL SECTION - NO SKEW
 Scale: 1/4" = 1'-0"

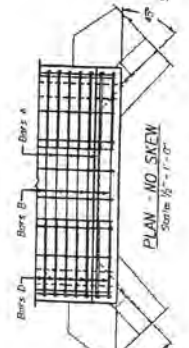


ELEVATION - ON-SKEW
 Scale: 1/4" = 1'-0"

ELEVATION - NO-SKEW
 Scale: 1/4" = 1'-0"



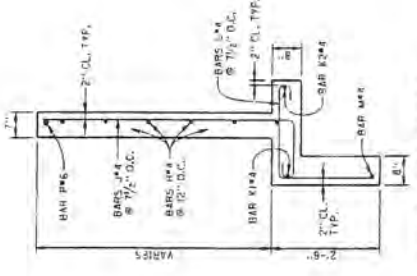
PLAN - ON-SKEW
 Scale: 1/4" = 1'-0"



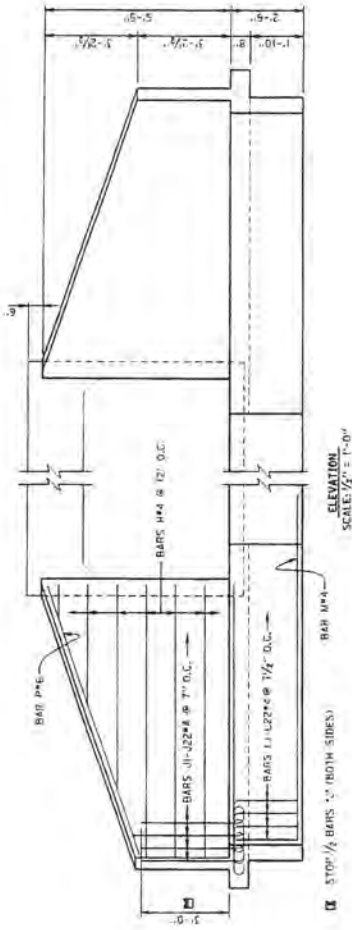
PLAN - NO-SKEW
 Scale: 1/4" = 1'-0"

NOTE: All Size Reinforcing Bars Shown in Curved Fill Skew and Tapered.

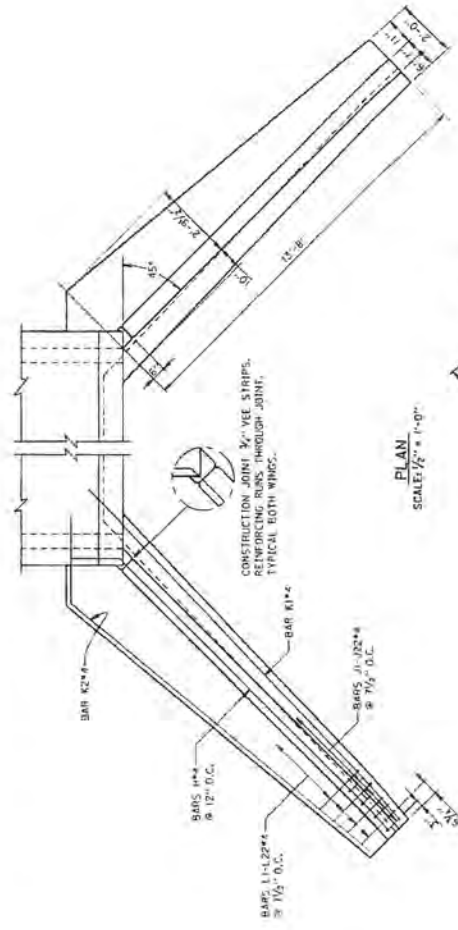
BAR SIZE	NO.	TOTAL LENGTH	DIMENSIONS
		'-"	'-"
#6	4	13'-6"	3'-0"
#8	4	13'-6"	3'-0"
#10	4	13'-6"	3'-0"
#12	4	13'-6"	3'-0"
#14	4	13'-6"	3'-0"
#16	4	13'-6"	3'-0"
#18	4	13'-6"	3'-0"
#20	4	13'-6"	3'-0"
#22	4	13'-6"	3'-0"
#24	4	13'-6"	3'-0"
#28	4	13'-6"	3'-0"
#32	4	13'-6"	3'-0"



TYPICAL WING SECTION
SCALE: 3/4" = 1'-0"

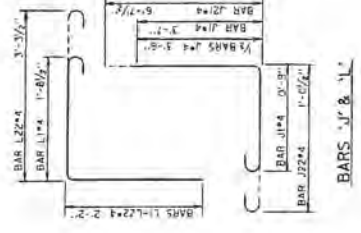


ELEVATION
SCALE: 3/4" = 1'-0"



PLAN
SCALE: 3/4" = 1'-0"

BAR SIZE	NO.	TOTAL LENGTH	DIMENSIONS
		'-"	'-"
#4	4	13'-6"	3'-0"
#6	4	13'-6"	3'-0"
#8	4	13'-6"	3'-0"
#10	4	13'-6"	3'-0"
#12	4	13'-6"	3'-0"
#14	4	13'-6"	3'-0"
#16	4	13'-6"	3'-0"
#18	4	13'-6"	3'-0"
#20	4	13'-6"	3'-0"
#22	4	13'-6"	3'-0"
#24	4	13'-6"	3'-0"
#28	4	13'-6"	3'-0"
#32	4	13'-6"	3'-0"



BARS J, J' & J''

NOTE:
1. THESE CULVERT WINGS SHALL BE USED ON ALL CULVERTS
2. ALL EVEN NUMBERED 1/2 BAR SHOULD STOP @ 1/2 J BAR HEIGHT.

ESTIMATED QUANTITIES (4 WINGS)
0.12 CU. YDS. CONC.
818 LBS. REINF. STEEL

ALABAMA DEPARTMENT OF TRANSPORTATION
STANDARD
REINFORCED CONCRETE
BOX CULVERT WINGS
OPENING 5' HEIGHT
3' TO 1' SLOPE 0° SKEW

DESIGNED BY: J.K. BOYER, P.E.
CHECKED BY: M.T.K.
DATE: FEBRUARY 19, 2014

REVISIONS
1. Standard Number 77-800, F.A. 11-11-11
2. Deleted Figures 77-800 C.E.S.
3. Deleted Figure 77-800 C.E.S.
4. Deleted and Replaced with present drawing
5. Deleted and Replaced with present drawing

ESTIMATED QUANTITIES
CULVERT BY: J.K.
WINGS BY: M.T.K.
DATE: FEBRUARY 19, 2014
DATE DRAWN: 5-22-10
SCALE: AS SHOWN

STANDARD: DWG. NO.
W5-341-09

TRAFFIC CONTROL PLAN - SEQUENCE OF CONSTRUCTION

REFERENCE PROJECT NO. STPSJ-02201	FISCAL YEAR 2003	SHEET NO. 04
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NOTE: ANY ITEM OF WORK CAN BE PERFORMED CONCURRENTLY, WITH THE APPROVAL OF THE ENGINEER, AS LONG AS IT DOES NOT CONFLICT WITH ANOTHER SEQUENCE ITEM.

CONSTRUCTION PHASE I

- INSTALL ALL APPLICABLE TRAFFIC CONTROL DEVICES

TRAFFIC PHASE I

TRAFFIC NOT AFFECTED

PHASE II

- CONSTRUCT IMPROVEMENTS OUTSIDE THE EXISTING ROADWAY ON MAIN ST, N SECTION ST, AND VETERANS DR THROUGH THE UPPER BINDER LAYER

PHASE II

CONSTRUCT UNDER TRAFFIC

PHASE III

- PLACE NECESSARY DETOUR SIGNAGE
- PLACE TEMPORARY STRIPING
- CONSTRUCT TRIANGLE DRIVE AND IMPROVEMENTS ON MAIN ST THROUGH THE UPPER BINDER LAYER

PHASE III

CONSTRUCT UNDER TRAFFIC
CONSTRUCT UNDER TRAFFIC
TRIANGLE DR TRAFFIC DETOURED

PHASE IV

- PLACE WEARING SURFACE AND FINAL STRIPING
- COMPLETE ANY REMAINING ITEMS OF WORK & REMOVE CONSTRUCTION TRAFFIC CONTROL DEVICES

PHASE IV

CONSTRUCT UNDER TRAFFIC
CONSTRUCT UNDER TRAFFIC

RESPONSIBLE PER DATE	SUPERVISOR DATE	DESIGNER DATE	PLAN SUBMITTAL 60%	 CITY OF FAIRHOPE <small>Professional Seal of the City of Fairhope, Alabama</small>	ROUTE ROUNDABOUT
				NOT TO SCALE	

TRAFFIC CONTROL PLAN - LEGEND & ESTIMATED QUANTITIES

REFERENCE PROJECT NO: STP514-0201
 FISCAL YEAR: 2023
 SHEET NO: 25

ICP NOTES
 SEE SHEET 211

REQUIRED CONSTRUCTION SIGNS (7408-000)

SIGN	DESCRIPTION	MOUNT	CLASS	STD. DIMS.	SIZE	QUANTITY (EACH)	TOTAL (SQ FT)
R14.2	ROAD CLOSED	BARRICADE	STD	SHS-4	41"x50"	6	30
R14.3	WHEN WORKERS ARE PRESENT - BEGIN HIGHER FINES	POST	STD	SHS-10	41"x50"	4	60
R14.3A	END HIGHER FINES	POST	STD	SHS-10	41"x48"	4	64
W00-1 (AHEAD)	ROAD WORK AHEAD	POST	STD	SHS-29	35"x36"	4	36
W00-1 (BEHIND)	ROAD WORK 1500 FT	POST	STD	SHS-29	35"x36"	4	36
W00-1 (500)	ROAD WORK 500 FT	POST	STD	SHS-29	35"x36"	4	36
W00-2	FLAGGERS AHEAD	TEMPORARY	STD	SHS-29	35"x36"	4	36
G00-2	END ROAD WORK	POST	STD	SHS-30	35"x18"	4	18
W00-2 (AHEAD)	RETURN AHEAD	POST	STD	SHS-29	35"x36"	4	36
M4.5a	END DETOUR	POST	STD	SHS-31	24"x18"	2	6
M4.5b	DETOUR	POST	STD	SHS-31	24"x18"	6	12
M5.1 (LT)	DIRECTION ARROW	POST	STD	SHS-21	21"x15"	3	6.57
M5.1 (RT)	DIRECTION ARROW	POST	STD	SHS-21	21"x15"	3	6.57
R11.3a	ROAD CLOSED - LOCAL TRAFFIC ONLY	BARRICADE	STD	SHS-4	67"x50"	6	75
							528

ESTIMATED QUANTITIES

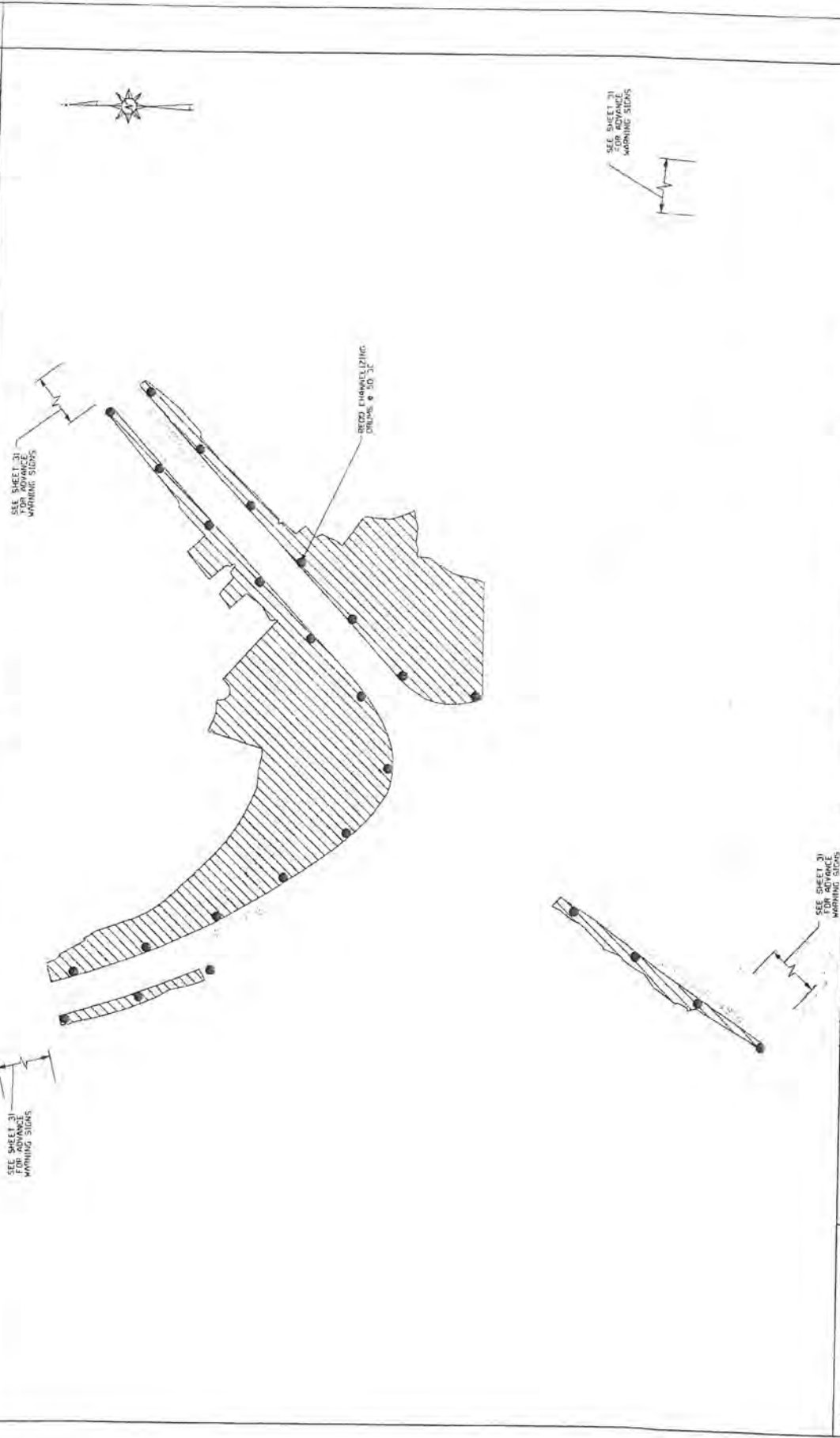
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	STD OR SPECIAL DIMS NO
7408-000	CONSTRUCTION SIGNS	50 FT	528	
7400-000	CHANNELIZING DEVICES	EACH	50	TCD-100
7405-000	CONES (36 INCHES HIGH)	EACH	50	TCD-100
7406-000	BARRICADES, TYPE III	EACH	14	B-107-2
7404-001	BALLAST FOR CONE	EACH	50	
7410-010	PORTABLE SEQUENTIAL ARROW AND CHEVRON SIGN UNIT	EACH	4	
7424-001	PORTABLE CHANGEABLE MESSAGE SIGN, TYPE 2	EACH	4	

- LEGEND
- ↓ TRAFFIC CONTROL SIGN
 - CHANNELIZATION DRUM
 - CONE 1.36" HIGH
 - BARRICADE
 - TYPE III WARNING LIGHT
 - ! TYPE III BARRICADE
 - ↑ TRAFFIC DIRECTION
 - WORK AREA
 - TEMPORARY ASPHALT
 - SEQUENTIAL ARROW PANEL
 - TEMPORARY TRAFFIC SIGNAL
 - VERTICAL PANEL
 - MESSAGE BOARD

RESPONSIBLE PER: _____ SUPERVISOR: _____
 DATE: _____ DATE: _____
 CITY OF FAIRHOPE
 PLAN SUBMITTAL: _____ NOT TO SCALE
 50%
 SHEET TITLE: _____ ROUTE: _____
 TRAFFIC CONTROL PLAN LEGEND & ESTIMATED QUANTITIES
 ROUNDABOUT

TRAFFIC CONTROL PLAN - PHASE II

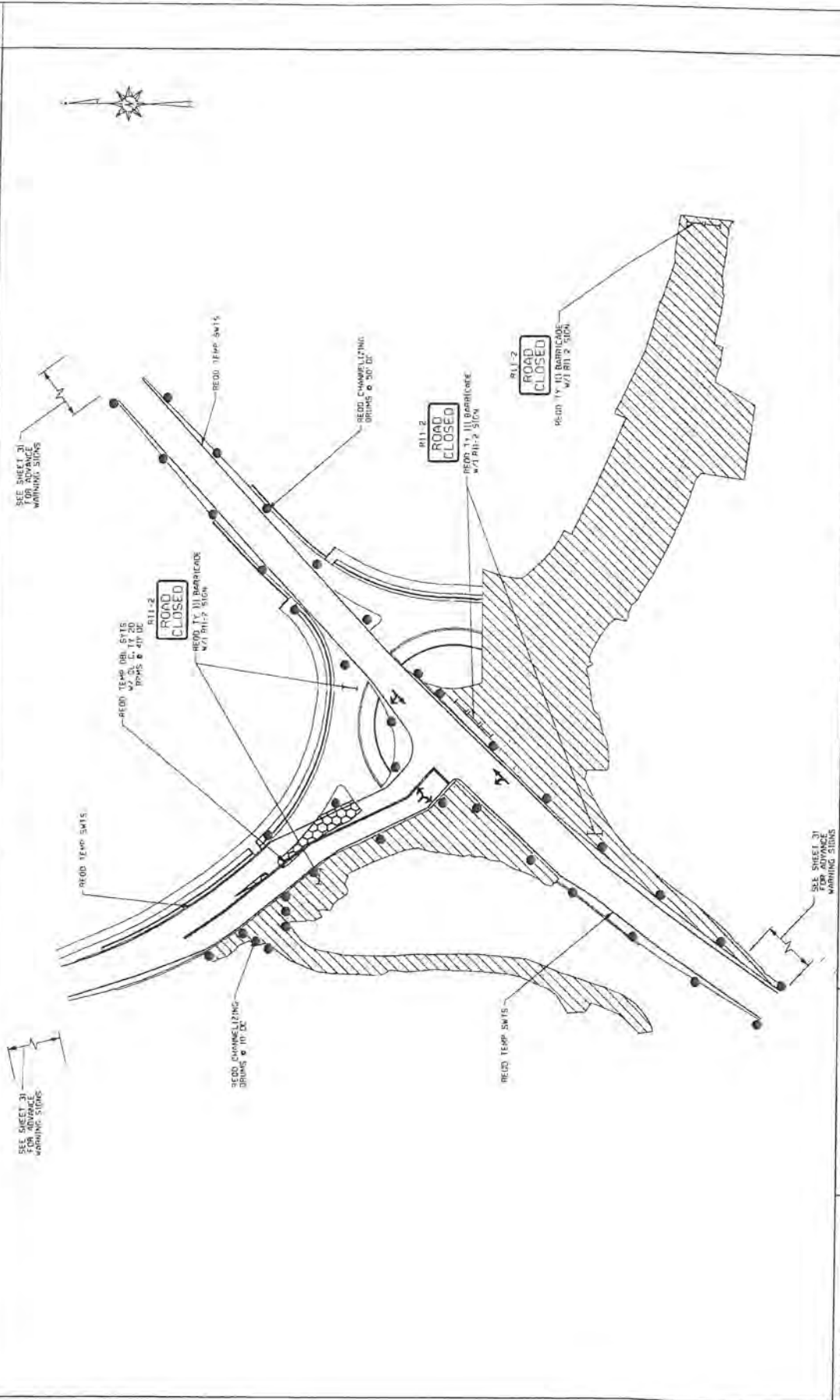
REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
STPSU-02201	2023	28



RESPECTABLE PEI	DESIGNER	PLAN SUBMITTAL	CITY OF FAIRHOPE	SHEET TITLE	ROUTE
DATE:	DATE:	SIZE:		TRAFFIC CONTROL PLAN	ROUNDABOUT
STPSU-02201				PHASE II	
DATE:	DATE:			SCALE	
				(FEET)	
				HORIZ	

TRAFFIC CONTROL PLAN - PHASE III

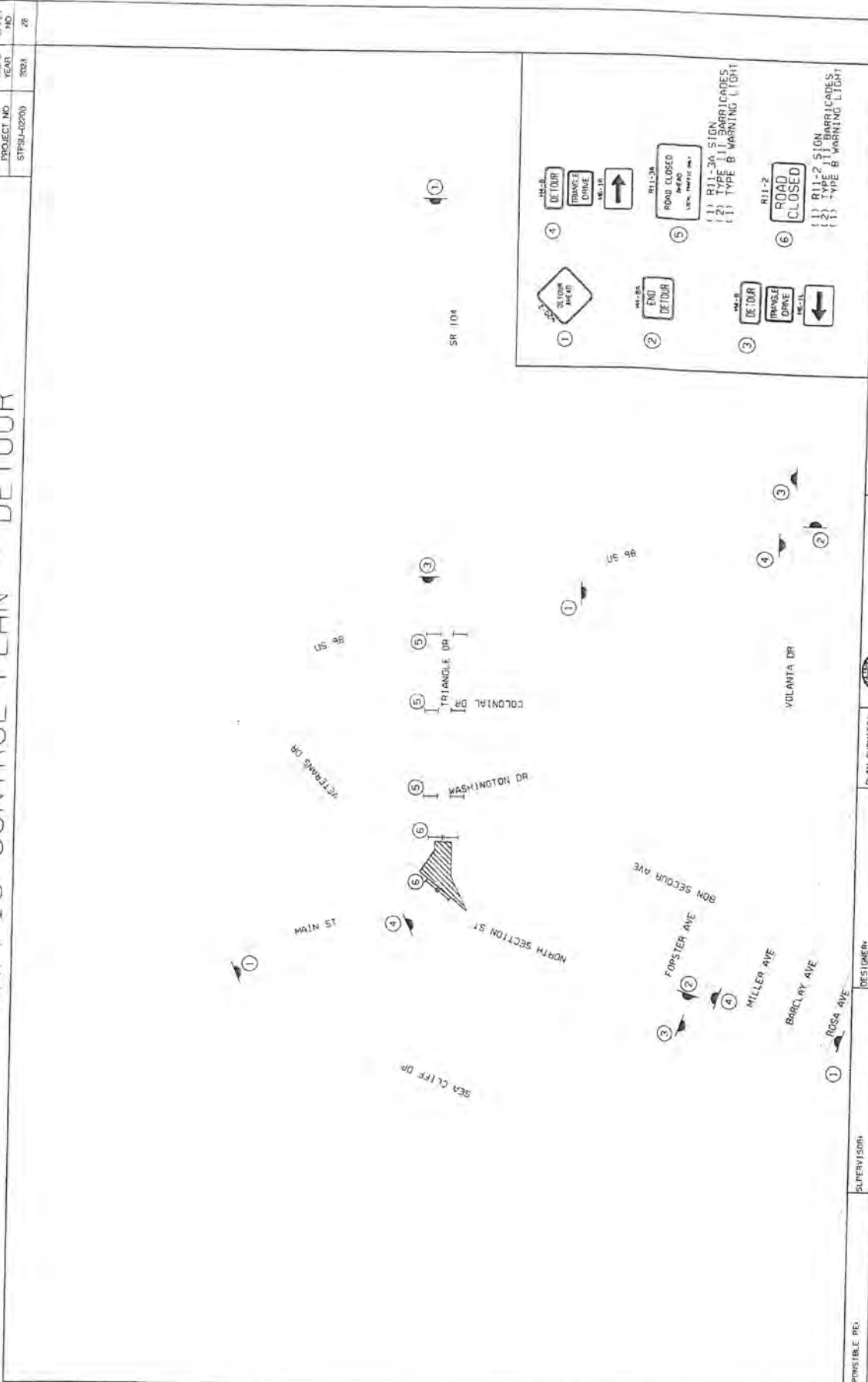
REFERENCE PROJECT NO.	STP2014-02001
FISCAL YEAR	2021
SHEET NO.	27



RESPONSIBLE REC.	DATE:	SUPERVISOR:	DATE:	DESIGNER:	DATE:	PLAN SUBMITTAL:	ED:	CITY OF FAIRHOPE	SCALE (FEET)	SHEET TITLE	ROUTE
									30'	TRAFFIC CONTROL PLAN PHASE III	ROUNDABOUT

TRAFFIC CONTROL PLAN - DETOUR

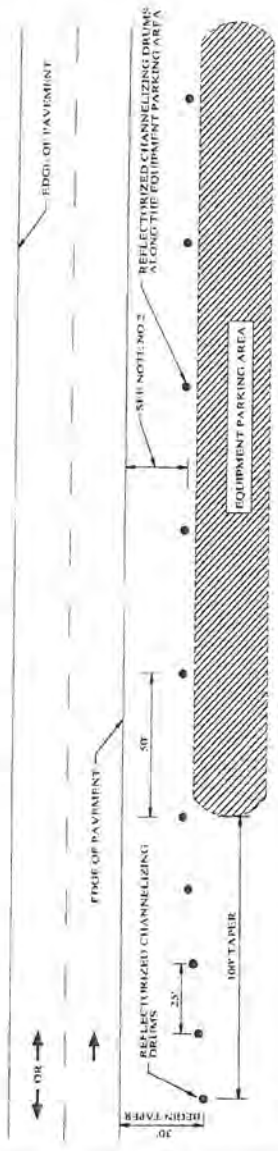
REFERENCE PROJECT NO. SFPSLA-02200	FISCAL YEAR 2021	SHEET NO. 28
---------------------------------------	---------------------	-----------------



RESPONSIBLE P.E. DATE: 11/18/2021		DESIGNER DATE: 11/18/2021		PLAN SUBMITTAL BOX: 60X	CITY OF FAIRHOPE NOT TO SCALE		SHEET TITLE TRAFFIC CONTROL PLAN		ROUTE SR 104	
<small>APPROPRIATE</small> SUPERVISOR: _____ DATE: _____ DESIGNER: _____ DATE: _____ PROJECT NO.: 100-0000000000										

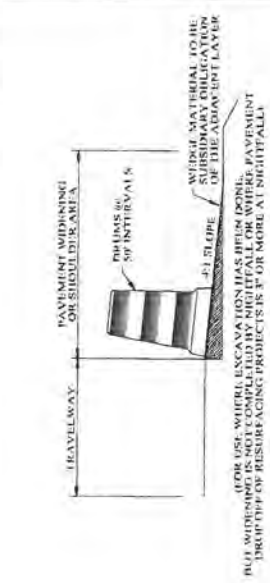
TEMPORARY TRAFFIC CONTROL PLAN SHEET

REFERENCE PROJECT NO	FISCAL YEAR	SHEET NO
STPSU-02200	2023	23



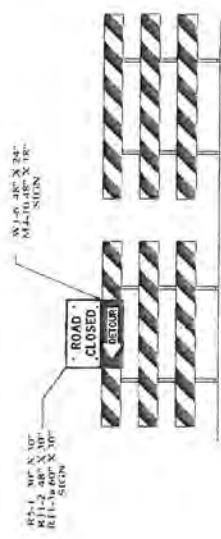
- NOTES:
1. SEE ALL DOTS GENERAL TRAFFIC CONTROL PLAN NOTE NO. 702.
 2. DRUMS TO BE AS PRACTICAL FROM EDGE OF PAVEMENT. DRUMS TO BE PLACED AT 50' INTERVALS WITH FACILITIES AND TO BE USED FOR OTHER FACILITIES FOR UNUSUAL CONDITIONS, SUCH AS SPECIAL EQUIPMENT OR LIMITED AVAILABILITY SPACE DIMENSIONS LESS THAN DESIRABLE, SHALL BE AS DIRECTED BY THE ENGINEER.
 3. ALL DEVICES TO BE FURNISHED BY THE CONTRACTOR WITHOUT COST TO THE AGENCY.

DELINEATING DETAIL FOR EQUIPMENT PARKING OR STORING AREA



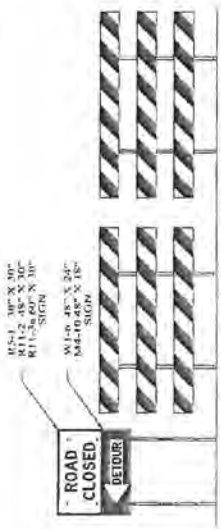
TYPICAL FOR DROP-OFF AT EDGE OF PAVEMENT

- NOTE:
- CONTRACTOR IS TO CONSTRUCT A WEDGE OF UNCLASSIFIED FILL WIDENING IS NOT COMPLETED BY THE PAVEMENT DROPOFF OF RESURFACING PROJECTS IS 3' OR MORE AT NIGHTFULLY.
- CHANNELIZING DRUMS SHALL BE PLACED AT 50' INTERVALS.



DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES OUTSIDE OF CLEAR ZONE

- NOTES:
1. SLOPE OF STRIPES ON BARRICADES SHALL BE IN ACCORDANCE WITH SECTION 64-06 OF THE MUTCD AND DRAWING D-107-2.
 2. TYPE III BARRICADES TO BE USED IN CONJUNCTION WITH TYPE III BARRICADES TO BE PLACED INSIDE THE CLEAR ZONE, THEY SHALL BE POST MOUNTED.
 3. IF BARRICADES WITH TYPE III BARRICADES TO BE PLACED OUTSIDE THE CLEAR ZONE, THEY SHALL BE PLACED ON THE TOP OF THE BARRICADES NEAREST THE DETOUR.



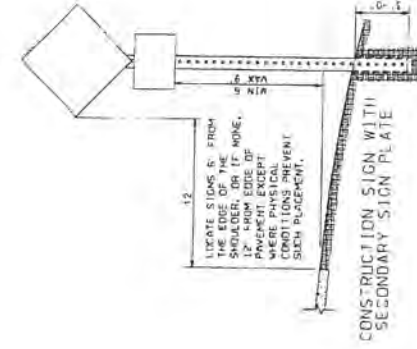
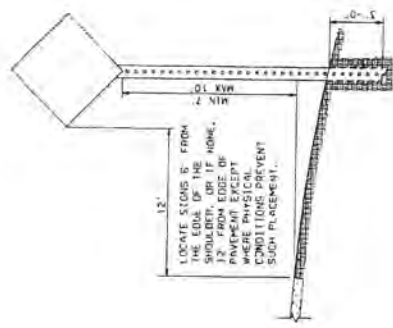
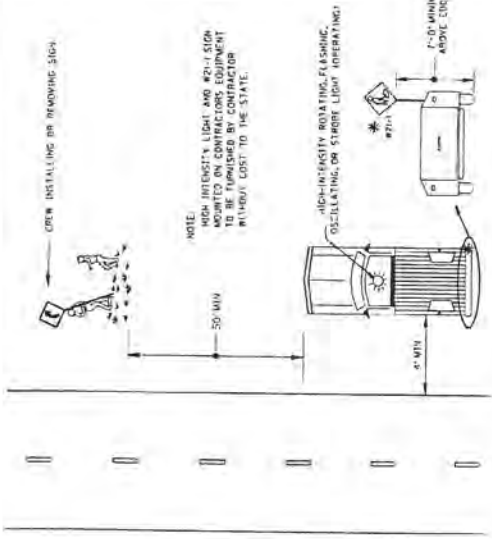
DETAILS FOR TYPICAL PLACEMENT OF TYPE III BARRICADES INSIDE OF CLEAR ZONE

<p>ALABAMA DEPARTMENT OF TRANSPORTATION TRANSPORTATION DIVISION 1000 UNIVERSITY BLVD., NORTHEAST MONTGOMERY, AL 36106</p>	PROJECT NO. STPSU-02200 SHEET NO. 23
	PROJECT NO. STPSU-02200 SHEET NO. 23
PROJECT NO. STPSU-02200 SHEET NO. 23	PROJECT NO. STPSU-02200 SHEET NO. 23
PROJECT NO. STPSU-02200 SHEET NO. 23	PROJECT NO. STPSU-02200 SHEET NO. 23

TEMPORARY TRAFFIC CONTROL PLAN SHEET

PROJECT NO. STPOA-0220(1)
BALDWIN COUNTY

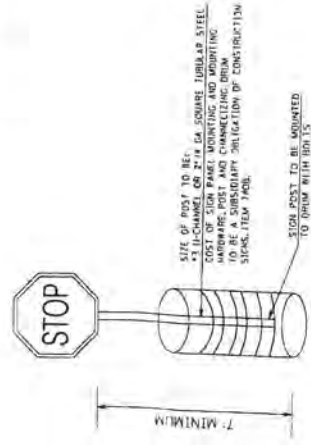
REFERENCE PROJECT NO. STPSU-02000
FISCAL YEAR 2003
SHEET NO. 30



NOTE: IF THE CONTRACTOR CHOOSES TO SPLICE THE POSTS FOR THE REQUIRED POST MOUNTED CONSTRUCTION SIGNS, THEY SHALL BE SHOWN ON DRAWING HUS-710-23.

TYPICAL METHOD FOR INSTALLING OR REMOVING CONSTRUCTION SIGNS

HEIGHT AND LATERAL LOCATION OF POST MOUNTED CONSTRUCTION SIGNS



DETAIL FOR DRUM MOUNTED CONSTRUCTION SIGNS

ALABAMA DEPARTMENT OF TRANSPORTATION
400 COLLEEN BOULEVARD
MONTGOMERY, AL 36106-9550

DESIGN BUREAU SPECIAL DRAWING
STANDARD DETAILS
FOR TRAFFIC CONTROL PLANS

THIS DRAWING REPRESENTS A DESIGN PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION. IT IS THE PROPERTY OF THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION. REPRESENTATIVE AUTHORITY TO APPROVE THIS DRAWING IS GRANTED TO THE ALABAMA DEPARTMENT OF TRANSPORTATION. THIS DRAWING IS THE PROPERTY OF THE ALABAMA DEPARTMENT OF TRANSPORTATION AND IS NOT TO BE REPRODUCED, COPIED, OR USED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION.

DRAWN BY: [Name]
DATE: 08/12/03

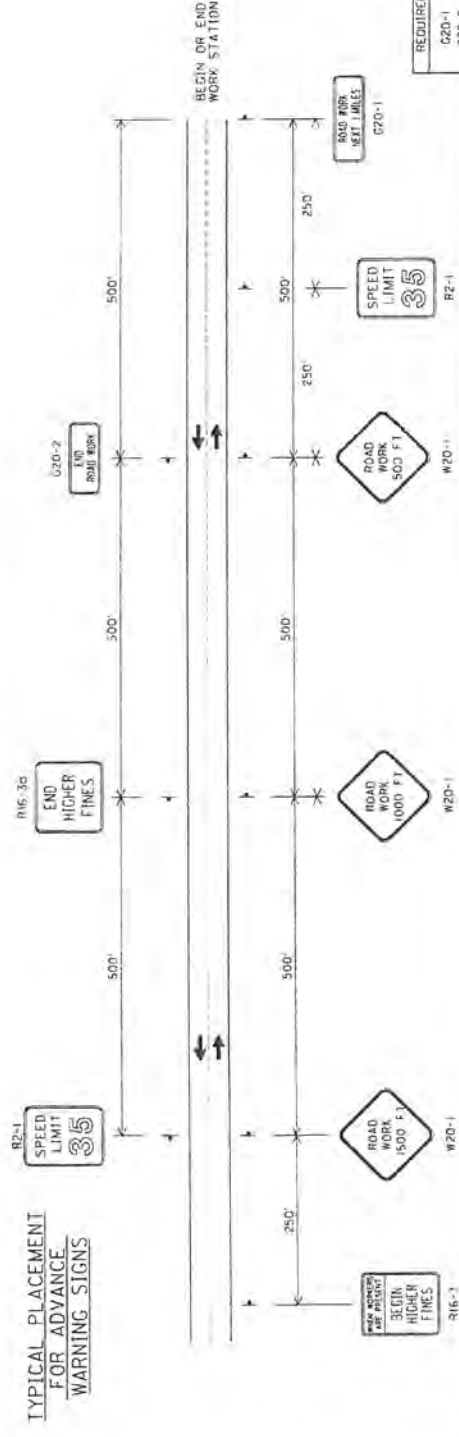
SPECIAL PROJECT DETAIL
SHEET NO. 2001A

RESPONSIBLE P.E.	DESIGNER	DATE	REVISIONS
DATE	DATE	DATE	DATE
PLAN SUBMITTAL	DATE	DATE	DATE
SCALE	SCALE	SCALE	SCALE
NOT TO SCALE	NOT TO SCALE	NOT TO SCALE	NOT TO SCALE
CITY OF FAIRHOPE	CITY OF FAIRHOPE	CITY OF FAIRHOPE	CITY OF FAIRHOPE
TEMPORARY TRAFFIC CONTROL PLAN SHEET	TEMPORARY TRAFFIC CONTROL PLAN SHEET	TEMPORARY TRAFFIC CONTROL PLAN SHEET	TEMPORARY TRAFFIC CONTROL PLAN SHEET

TEMPORARY TRAFFIC CONTROL PLAN SHEET

PROJECT NO. STPOA-0220(1)
BALDWIN COUNTY

REFERENCE PROJECT NO.	STPOA-0220(1)
FISCAL YEAR	2023
SHEET NO.	31



REQUIRED SIGN SIZES	
G20-1	48" X 24"
G20-2	48" X 24"
R2-1	24" X 30"
R16-3	48" X 60"
R16-3a	48" X 48"
W20-1	48" X 48"
W20-4	48" X 48"
W20-7	48" X 48"

THE SIGN SIZES SHOWN ON THIS SHEET SHALL SUPERSEDE THOSE SHOWN ON THE STANDARD HIGHWAY SIGNINGS UNLESS OTHERWISE APPROVED BY THE ENGINEER.

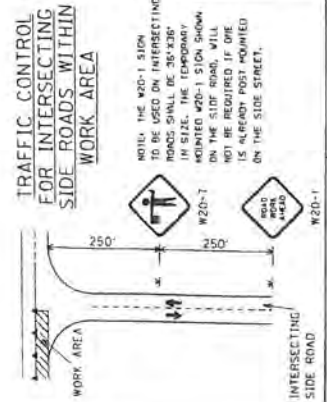
- LEGEND**
- ⊕ TEMPORARY MOUNTED SIGN
 - ⊙ POST MOUNTED SIGN
 - ▲ CONES
 - FLAGGER
 - ZZZZZ WORK AREA

GENERAL NOTES

1. ALL ADVANCE WARNING SIGNS REQUIRED BY THE BEGINNING AND END OF PROJECT SHALL BE POST-MOUNTED. ALL SIGNS REQUIRED FOR THE LANE CLOSURE SHALL BE TEMPORARY MOUNTED.

SEE TABLE 6E-1 OF THE UNIFORM CODE FOR TOP DISTANCE OF FLAGGER STATION IN ADVANCE OF THE WORK AREA.

TRAFFIC CONTROL FOR INTERSECTING SIDE ROADS WITHIN WORK AREA



NOTE: THE W20-1 SIGN TO BE USED ON INTERSECTING SIDE ROADS SHALL BE 36" X 36" IN SIZE. THE TEMPORARY MOUNTED W20-1 SIGN SHOWN ON THE SIDE STREET WILL BE USED IF THE SIDE STREET IS ALREADY POST MOUNTED ON THE SIDE STREET.

TAPER SHALL BE FORMED BY PLACING ONE CONE PER FOOT OF LANE WIDTH.

TWO LANE HIGHWAY, ONE LANE CLOSURE

THIS DRAWING AND PRESENTATION BEING PREPARED FOR USE BY THE ALABAMA DEPARTMENT OF TRANSPORTATION AND SHALL BE THE PROPERTY OF THE ALABAMA DEPARTMENT OF TRANSPORTATION. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. ANY OTHER USE WITHOUT THE WRITTEN PERMISSION OF THE ALABAMA DEPARTMENT OF TRANSPORTATION IS PROHIBITED.

ALABAMA DEPARTMENT OF TRANSPORTATION
DESIGN BUREAU SPECIAL DRAWING
DETAILS FOR TRAFFIC CONTROL
FOR TWO LANE HIGHWAYS

DESIGNED BY: [Signature]
DATE: 02/24/2023

RESPONSIBLE PE:	SUPERVISOR:	DESTINATION:	PLAN SUBMITTAL:	CITY OF FAIRHOPE	NOT TO SCALE	SHEET TITLE:	ROUTE:
DATE:	DATE:	DATE:	602	[City Logo]		TEMPORARY TRAFFIC CONTROL PLAN SHEET	ROUNDABOUT
PROJECT NO. STPOA-0220(1)	DATE: 02/24/2023	DATE: 02/24/2023				SPECIAL PROJECT DETAIL	2002

EROSION AND SEDIMENT CONTROL PLANS LEGEND

REFERENCE PROJECT NO. STPSU-0200
 FISCAL YEAR 2001
 SHEET NO. 40

BEST MANAGEMENT PRACTICES (BMP's)

TEMPORARY SLOPE DRAIN PIPE WITH BODY DITCH CHECK AND SUMP EXCAVATION	
TEMPORARY EARTH BERM	
BRUSH BARRIER	
SILT FENCE SEDIMENT BARRIER	
FLOORING BASIN BDM	
HAY BALE DITCH CHECK	
SAND BAG DITCH CHECK	
WATTLE DITCH CHECK	
SILT DIKE DITCH CHECK	
ROCK DITCH CHECK	
ROCK DITCH CHECK WITH SUMP EXCAVATION	
SILT FENCE DITCH CHECK	
INLET PROTECTION - SS-300 SILT SAVER	

INLET PROTECTION	
STABILIZED CONSTRUCTION ENTRANCE	
EROSION CONTROL PRODUCTS	
SLOPE WRAP	
TEMPORARY EARTH BERM WITH POLY-ALCHE	
WEDGE-FILL	
PRIMARY STORMWATER DISCHARGE POINT	
SECONDARY STORMWATER DISCHARGE POINT	
BACKFLOW POINT	
SEDIMENT RETENTION BARRIET	
SOLID SODDING	
TEMPORARY RIPRAP BERM	
TEMPORARY SEDIMENTATION BASIN	
PERMANENT DETENTION BASIN	

NOT TO SCALE

DESIGNER: DATE: PROJECT NO. STPSU-0200-000000

RESPONSIBLE PR: SUPERVISOR: DATE: PROJECT NO. STPSU-0200-000000

PLAN SUBMITAL: CITY OF FAIRHOPE

ROUTE: ROUNDABOUT

EROSION AND SEDIMENT CONTROL LEGEND

ALABAMA DEPARTMENT OF TRANSPORTATION

SECTION: SPECIAL PROJECT DETAIL

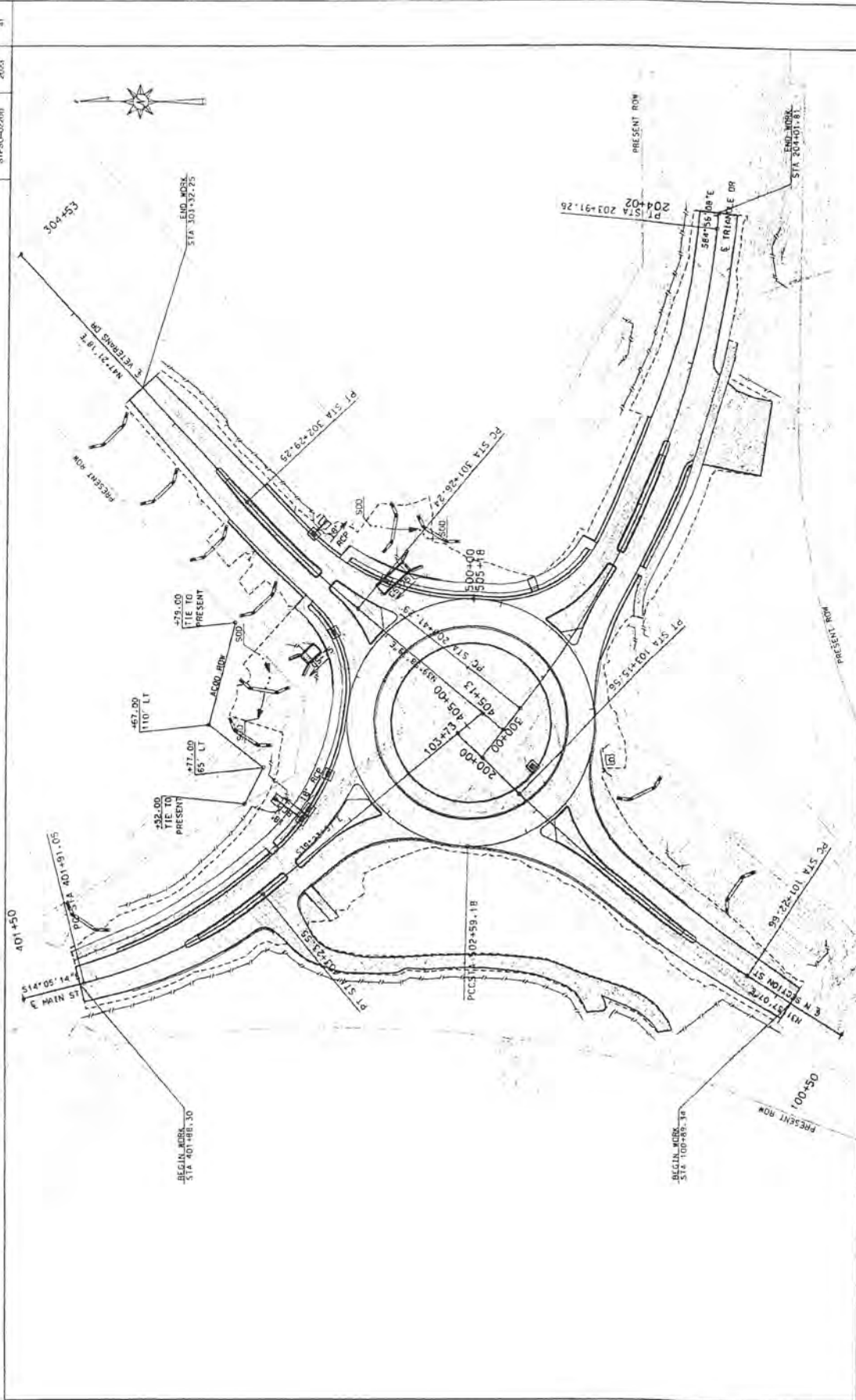
EROSION AND SEDIMENT CONTROL LEGEND

EROSION AND SEDIMENT CONTROL

REFERENCE PROJECT NO.
STP65L-020701

PRCSN. YEAR
2003

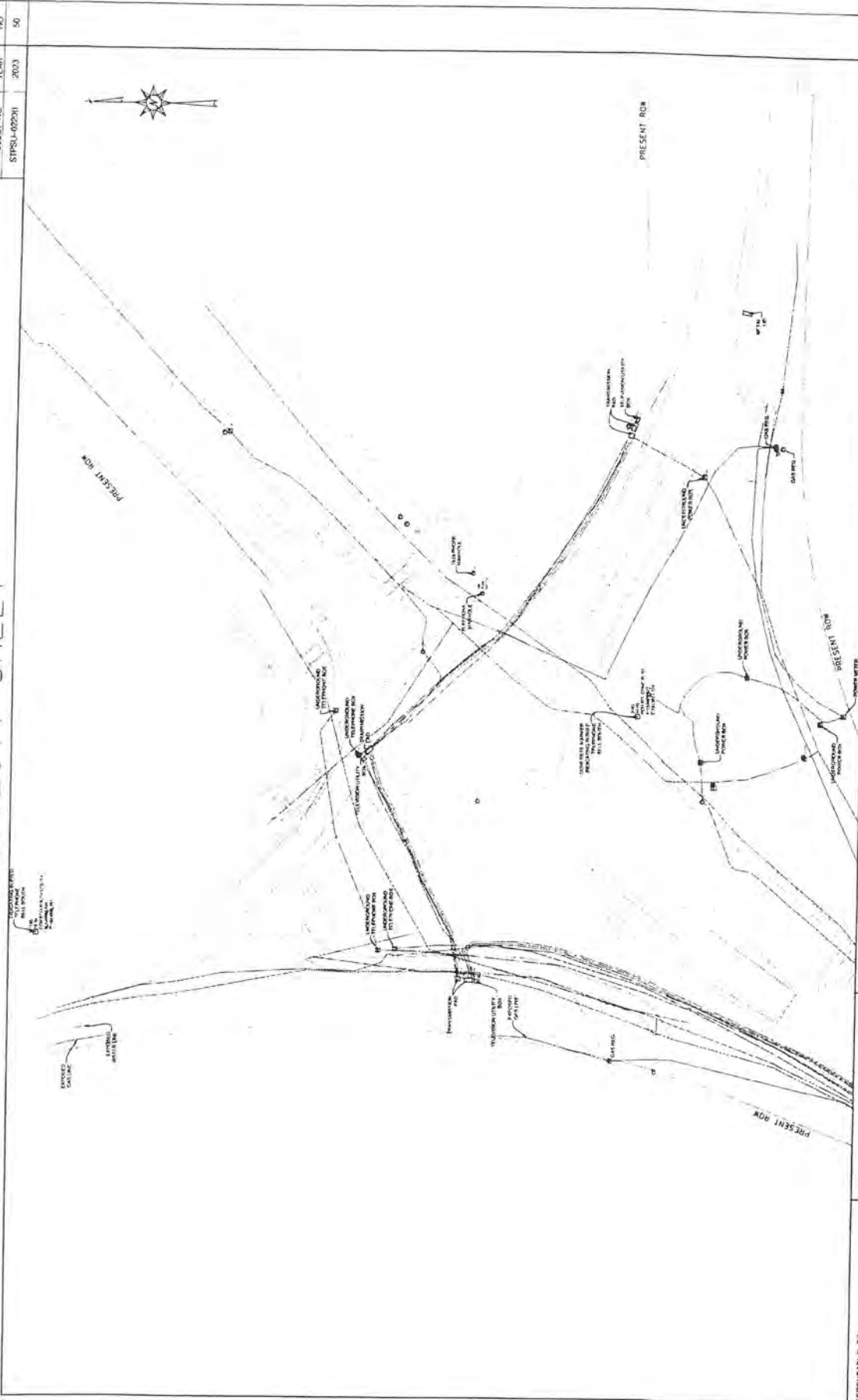
SHEET NO.
41



<p>RESPONSIBLE PE. DATE:</p>	<p>SUPERVISOR. DATE:</p>	<p>DESIGNER. DATE:</p>	<p>PLAN SUBMITTAL. EGZ.</p>	<p>CITY OF FAIRHOPPE </p>	<p>HORIZ SCALE (FEET) 0 30 60</p>	<p>SHEET TITLE EROSION AND SEDIMENT CONTROL</p>	<p>ROUTE ROUNDABOUT</p>
PROJECT NO. STP65L-020701 DRAWING NO. EROSION AND SEDIMENT CONTROL DATE: 03/18/2003 SCALE: 1"=30' SHEET NO. 41							

UTILITY SHEET

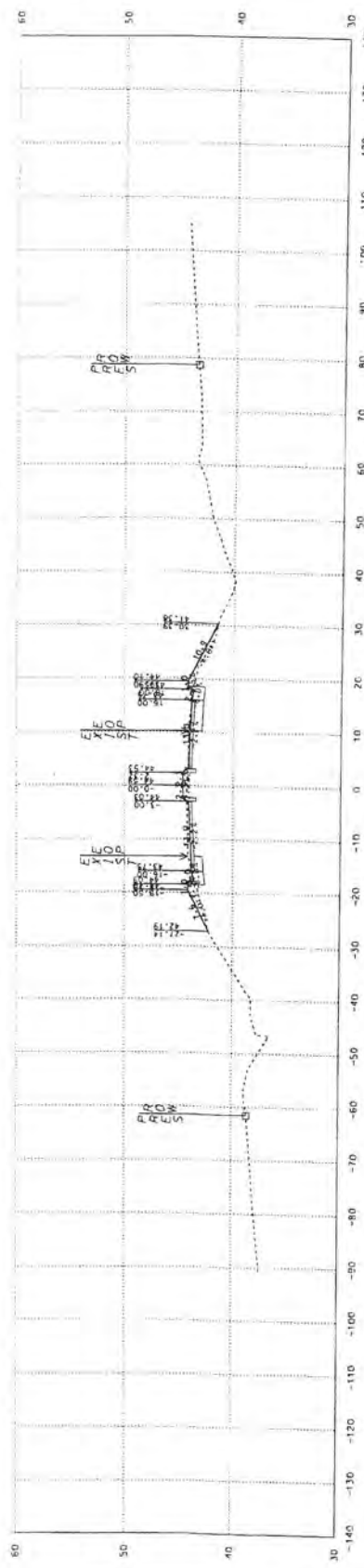
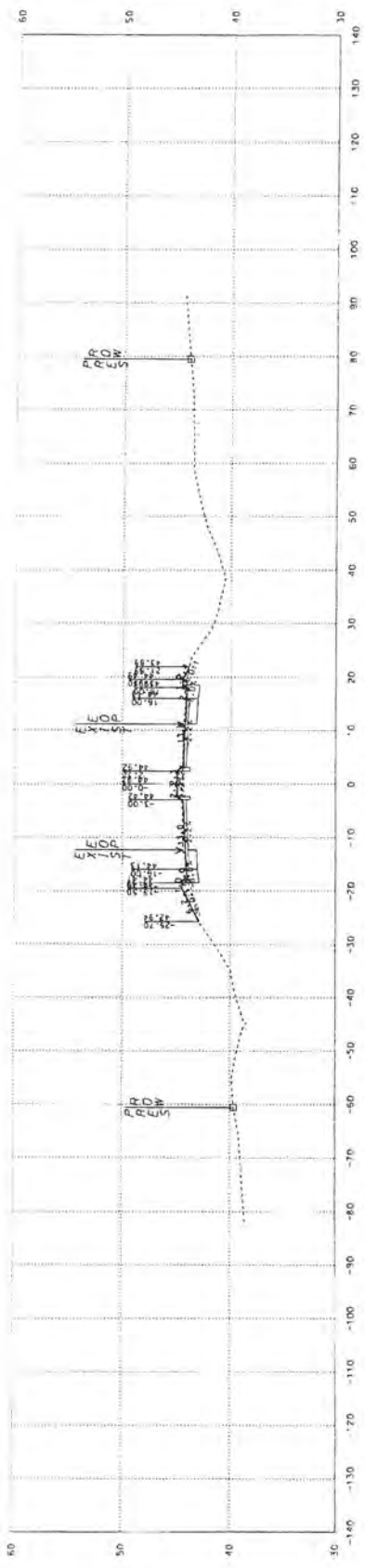
REFERENCE PROJECT NO. STPSU-02201	FISCAL YEAR 2023	SHEET NO. 50
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RESPONSIBLE P.E. DATE: 11/15/2022	SUPERVISOR DATE: 11/15/2022	DESTINER DATE: 11/15/2022	PLAN SUBMITTAL 602	 CITY OF FAIRHOPE	 SCALE (FEET) 0 30 60	SHEET TITLE UTILITY SHEET	ROUTE ROUNDABOUT
						HORIZ HORIZ SCALE (FEET)	

CROSS SECTIONS - VETERANS DR

REFERENCE PROJECT NO. STPSU-002611	FISCAL YEAR 2023	SHEET NO. 100
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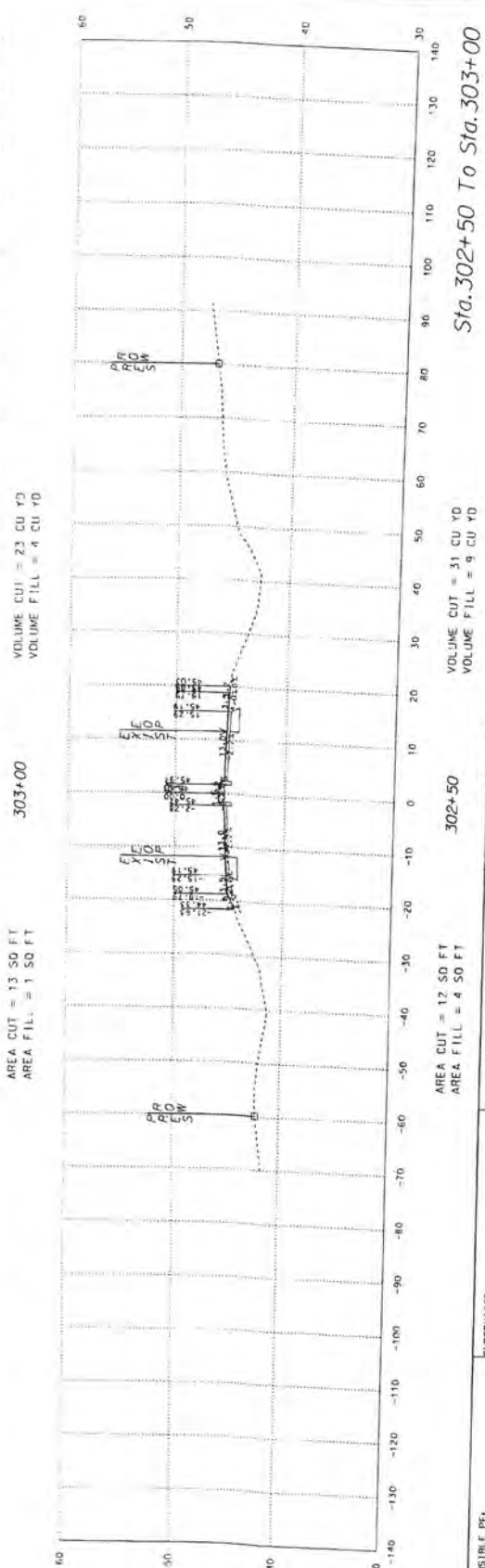
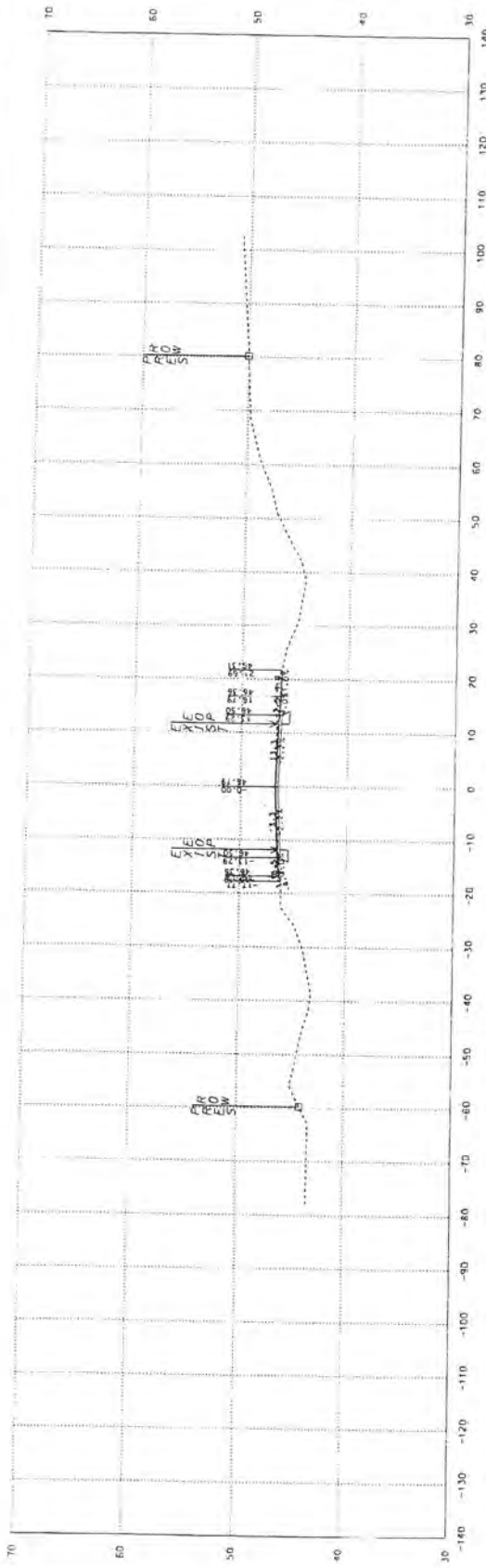


Sta. 301+82 To Sta. 302+00

RESPONSIBLE P.E. DATE: 24 FEB 2023 11:07	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL E.C.N.
CITY OF FAIRHOPE		CITY OF FAIRHOPE	
 PRODUCTIONS - A PRODUCT OF NORTH SOUTHERN ENGINEERING		SCALE (FEET) HORIZ 1" = 10' VERT 1" = 5'	
SHEET TITLE CROSS SECTIONS - VETERANS DR		ROUTE ROUNDABOUT	

CROSS SECTIONS - VETERANS DR

REFERENCE PROJECT NO.	STPSU-02201
FISCAL YEAR	2023
SHEET NO.	101

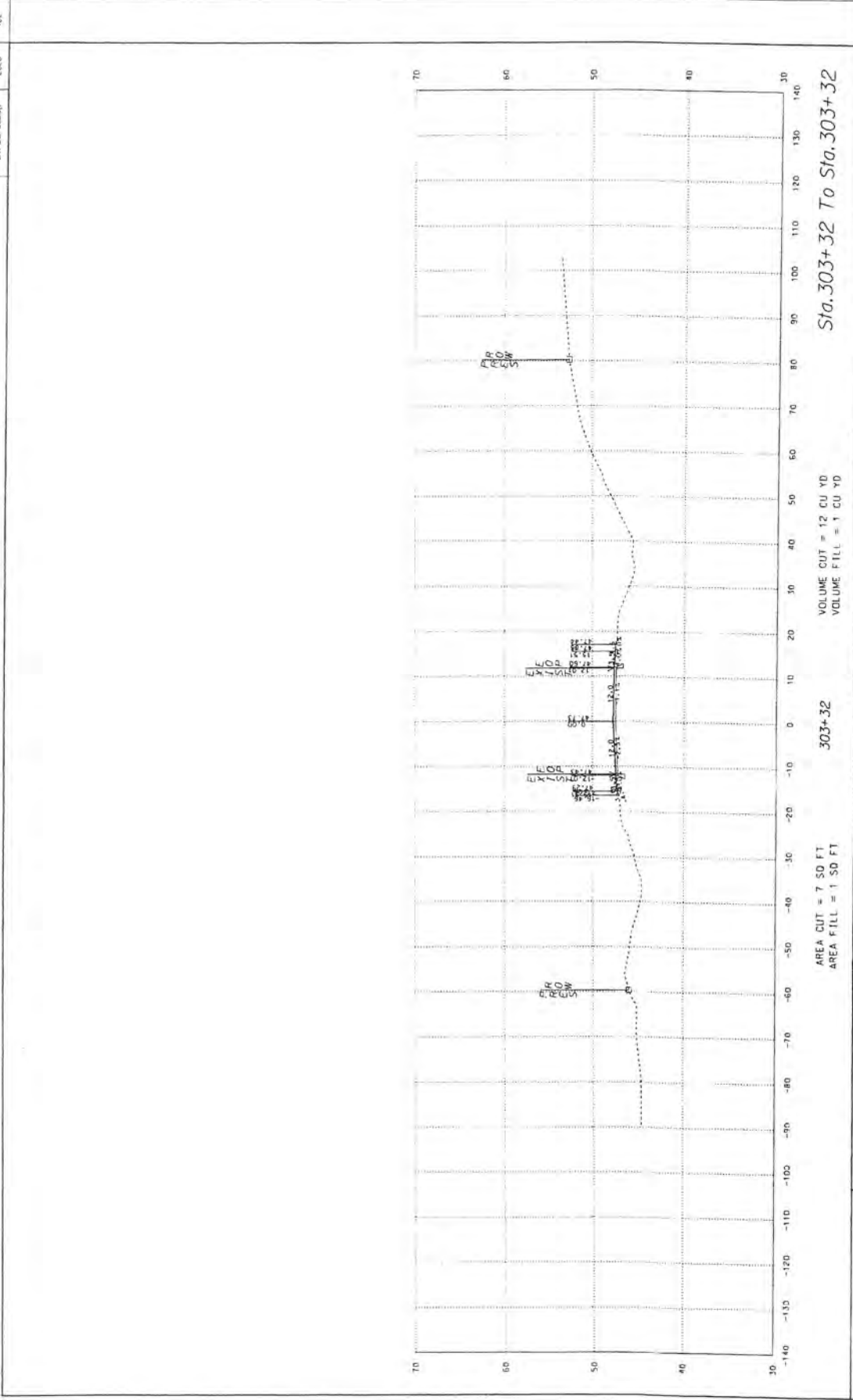


Sta. 302+50 To Sta. 303+00

RESPONSIBLE PE	SUPERVISOR	DESIGNER	CITY OF FAIROHOPE	ROUTE
DATE: _____	DATE: _____	DATE: _____	PLANNING DIVISION	CROSS SECTIONS - VETERANS DR
PROJECT NO: STPSU-02201	PROJECT NO: STPSU-02201	PROJECT NO: STPSU-02201	60%	ROUNDABOUT
HORIZ 1" = 10' SCALE (FEET) VERT 1" = 5' SCALE (FEET)			SHEET TITLE CROSS SECTIONS - VETERANS DR	

CROSS SECTIONS - VETERANS DR

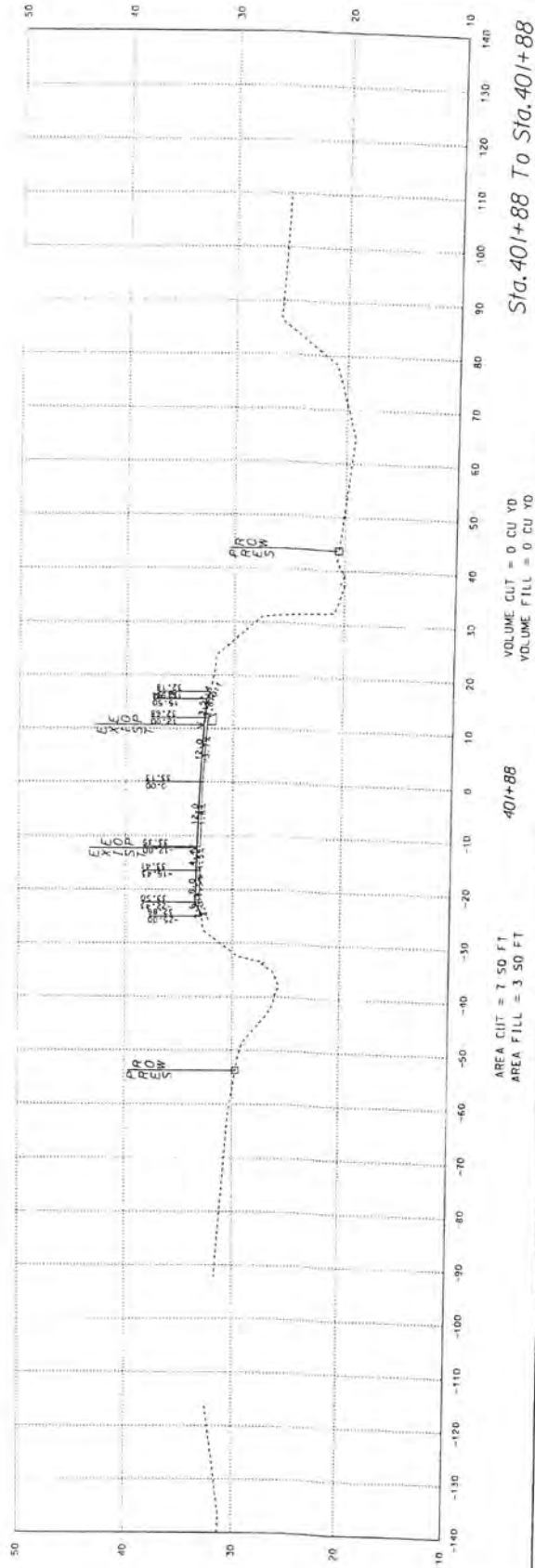
REFERENCE PROJECT NO. SIPSI-02200	FISCAL YEAR 2023	SHEET NO. 002
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RESPONSIBLE PER: DATE:	SUPERVISOR: DATE:	DESIGNER: DATE:	PROJECT NO. 231002200
CITY OF FAIRHOPE		PROJECT TITLE CROSS SECTIONS - VETERANS DR	ROUTE ROUNDABOUT
<div style="display: flex; justify-content: space-around;"> <div> <p>1" = 10' HORIZ</p> <p>1" = 5' VERT</p> </div> <div> <p>SCALE (FEET)</p> </div> </div>		<p>Sta. 303+32 To Sta. 303+32</p> <p>VOLUME CUT = 12 CU YD VOLUME FILL = 1 CU YD</p> <p>AREA CUT = 7 50 FT AREA FILL = 1 50 FT</p> <p>303+32</p>	

CROSS SECTIONS - MAIN ST

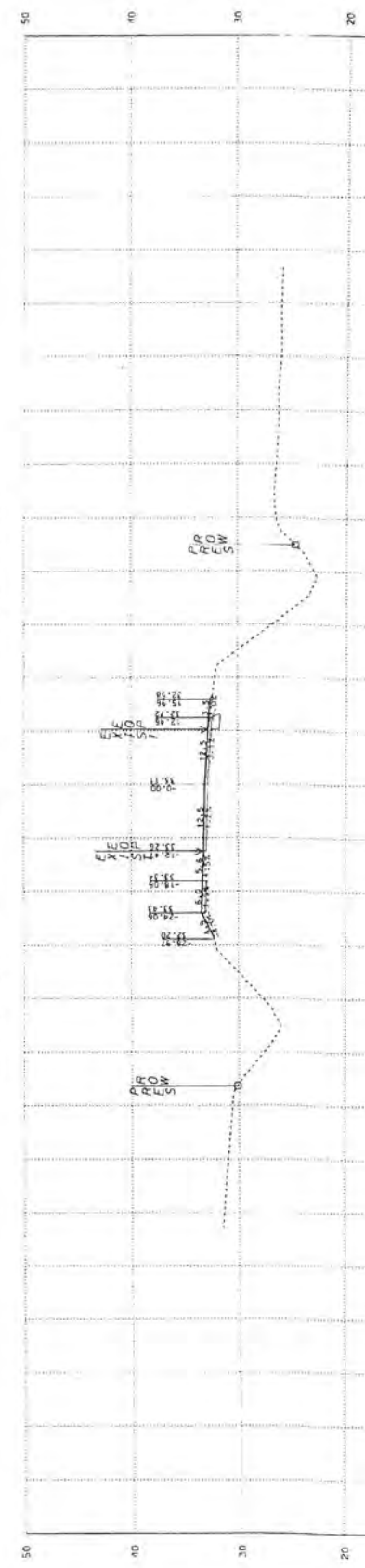
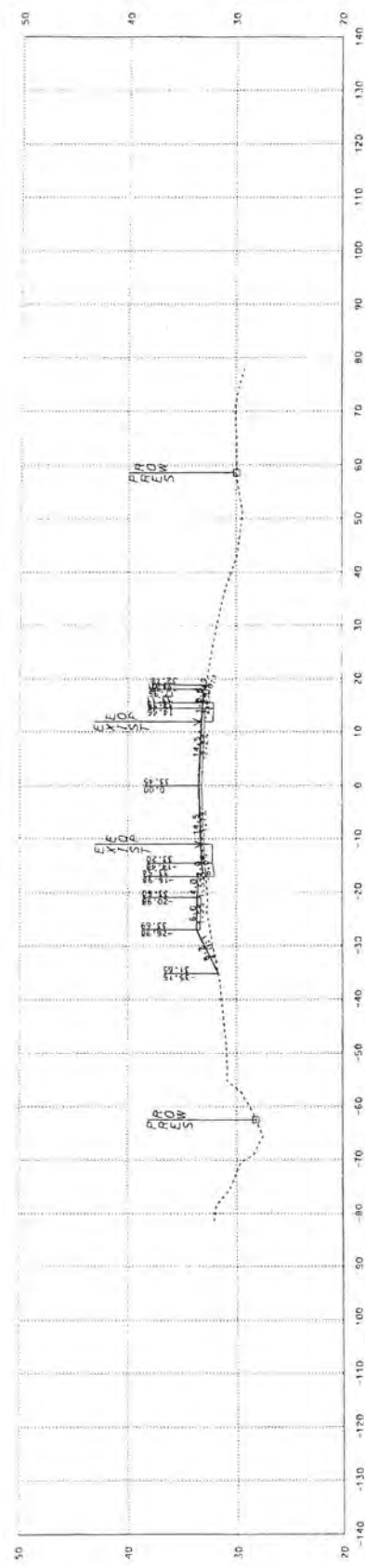
REFERENCE PROJECT NO. S1P5U-02201	FISCAL YEAR 2021	SHEET NO. 100
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RESPONSIBLE P.E. DATE: 12/08/2021 11:47 Job Title:	SUPERVISOR: DATE:	DESIGNER: DATE:	CITY OF FAIRHOPR PLANS SUBMITTAL 61% 401+88
HORIZ SCALE (FEET) 1" = 10'		VERT SCALE (FEET) 1" = 5'	
SHEET TITLE CROSS SECTIONS - MAIN ST		ROUTE ROUNDABOUT	

CROSS SECTIONS - MAIN ST

REFERENCE PROJECT NO. STPSU-42260	FISCAL YEAR 2021	SHEET NO. 104
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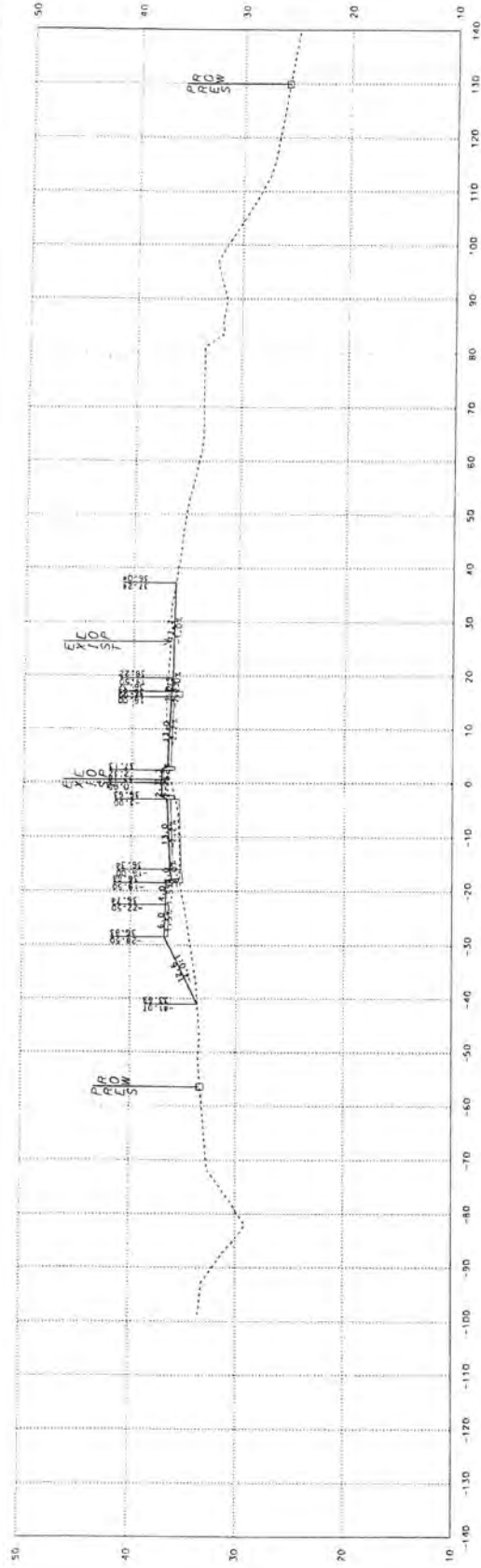


Sta. 402+00 To Sta. 402+50

RESPONSIBLE PEI DATE:	SUPERVISOR DATE:	DESIGNER DATE:	CITY OF FAIRHOPE PLUM SUBMITTAL 60%
CITY OF FAIRHOPE PLUM SUBMITTAL 60%			SHEET TITLE CROSS SECTIONS - MAIN ST
HORIZ SCALE (FEET) VERT SCALE (FEET)			ROUTE ROUNDABOUT

CROSS SECTIONS - MAIN ST

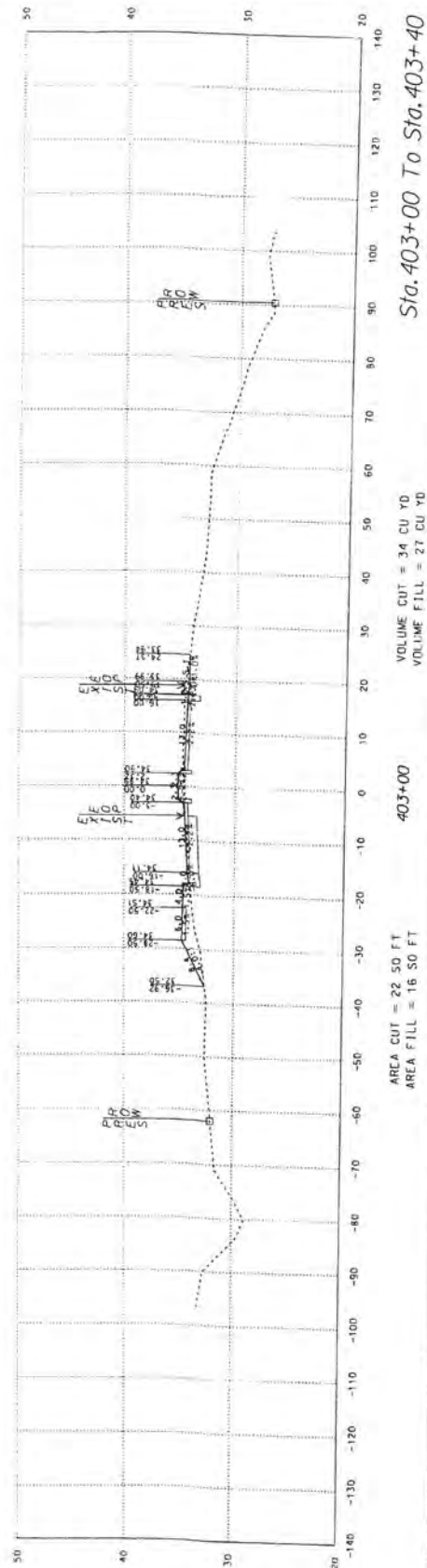
REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
STPS14-02700	2023	105



AREA CUT = 16 50 FT
AREA FILL = 35 50 FT

403+00

VOLUME CUT = 28 CU YD
VOLUME FILL = 38 CU YD



AREA CUT = 22 50 FT
AREA FILL = 16 50 FT

403+40

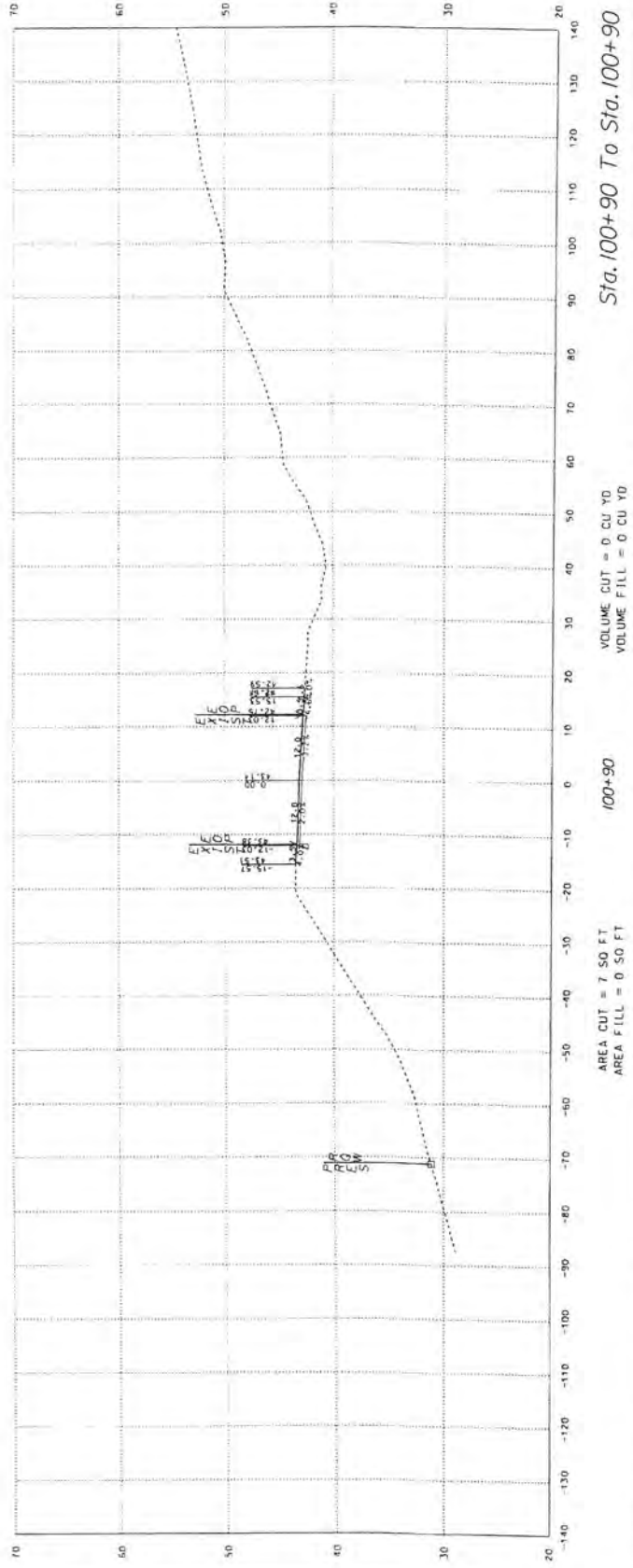
VOLUME CUT = 34 CU YD
VOLUME FILL = 27 CU YD

Sta. 403+00 To Sta. 403+40

RESPONSIBLE PE, DATE:	SUPERVISOR, DATE:	DESIGNER, DATE:	RECEIVED BY, DATE:	PLAN SUBMITTAL 60%	CITY OF FAIRHOPE	HORIZ SCALE 1" = 10'	VERT SCALE 1" = 5'	SHEET TITLE CROSS SECTIONS - MAIN ST	ROUTE ROUNDABOUT
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CROSS SECTIONS - NORTH SECTION ST

REFERENCE PROJECT NO STPSU-02201	FISCAL YEAR 2023	SHEET NO 106
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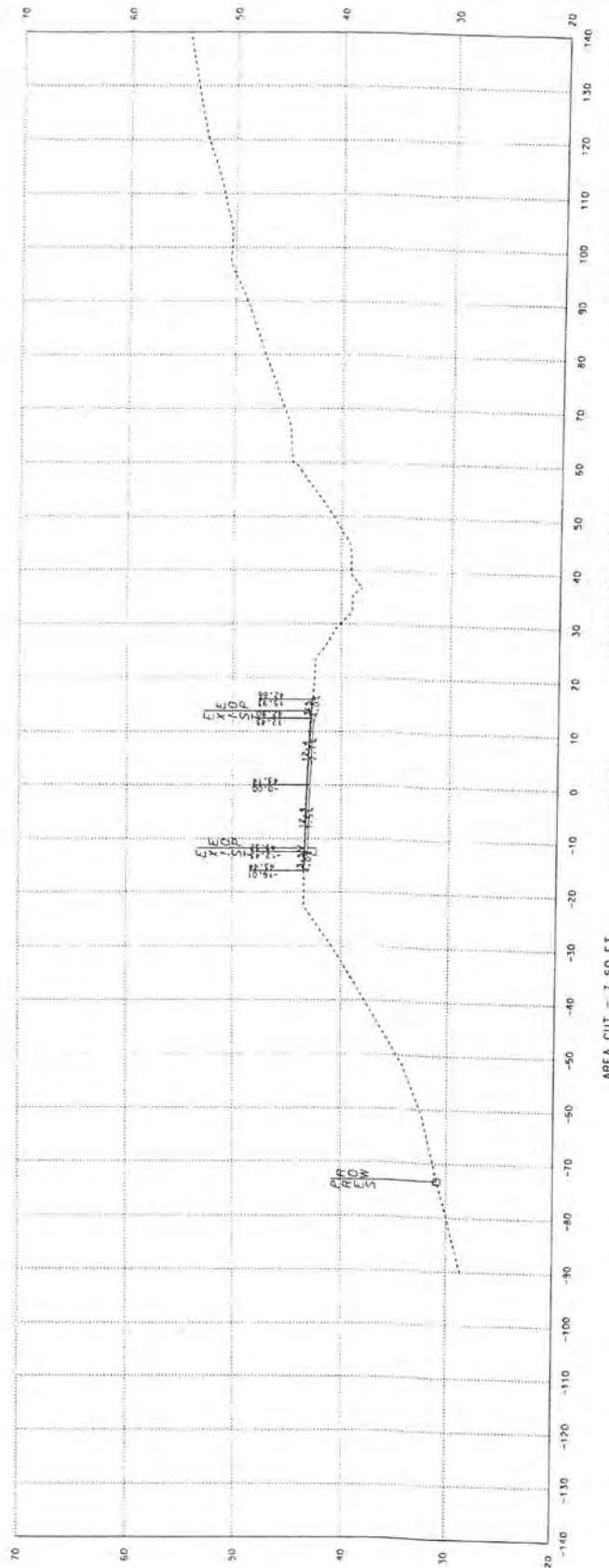


Sta. 100+90 To Sta. 100+90

RESPONSIBLE PE DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL SCALE:
CITY OF FAIRHOPE 		CITY OF FAIRHOPE PROJECT # 1755 - Foundation of North Section Street/Project Design/Construct Assemblies, 100' x 6' Section Strip	
HORIZ 0 10 SCALE (FEET)			VERT 0 5
SHEET TITLE CROSS SECTIONS- NORTH SECTION ST			ROUTE ROUNDABOUT

CROSS SECTIONS - NORTH SECTION ST

REFERENCE PROJECT NO.	FISCAL YEAR	SHEET NO.
STPSU-02201	2023	107



Sta. 101+00 To Sta. 101+00

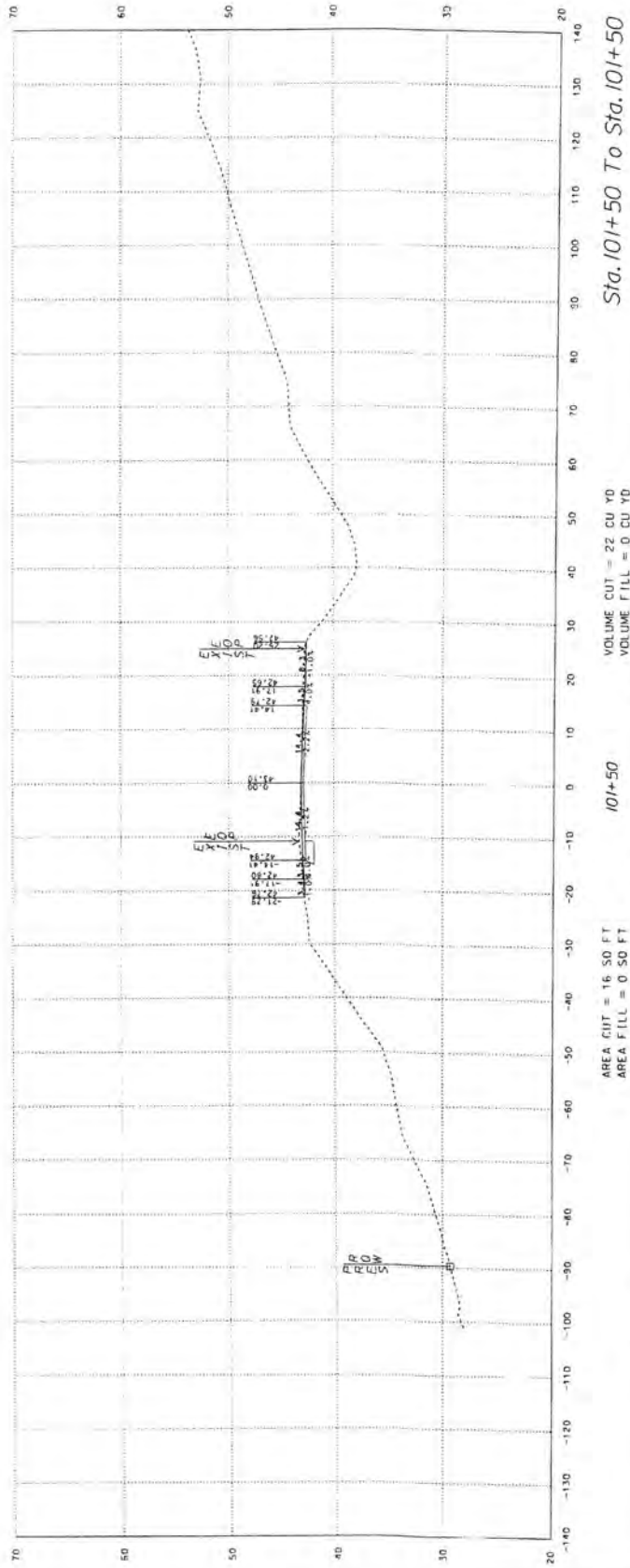
101+00
 VOLUME CUT = 3 CU YD
 VOLUME FILL = 0 CU YD

AREA CUT = 7.50 FT
 AREA FILL = 0.50 FT

RESPONSIBLE PE DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL 60%
CITY OF FAIRHOPE 		SCALE 1" = 10' HORIZ 1" = 5' VERT	SHEET TITLE CROSS SECTIONS NORTH SECTION ST
PROJECT NO. STPSU-02201			ROUTE ROUNDABOUT

CROSS SECTIONS - NORTH SECTION ST

REFERENCE PROJECT NO. STPR0-C0001	FISCAL YEAR 2023	SHEET NO. 108
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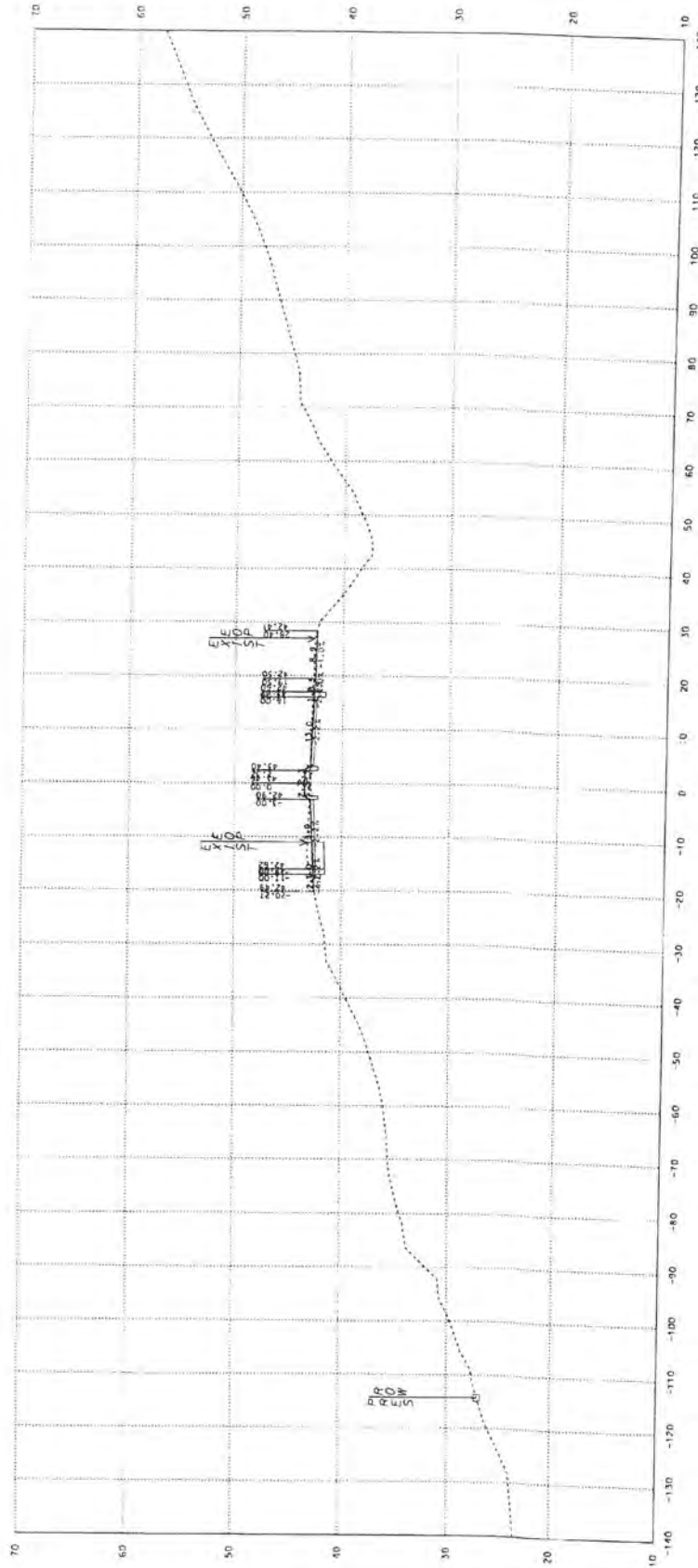


Sta. 101+50 To Sta. 101+50

RESPONSIBLE PE DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLM SUBMITTAL 50%	CITY OF FAIRHOPE 	10 HORIZ SCALE (FEET) 10 VERT SCALE (FEET)	SHEET TITLE CROSS SECTIONS - NORTH SECTION ST	ROUTE ROUNDABOUT
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CROSS SECTIONS - NORTH SECTION ST

REFERENCE PROJECT NO. S1795-02001	FISCAL YEAR 2023	SHEET NO. 109
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Sta. 102+00 To Sta. 102+00

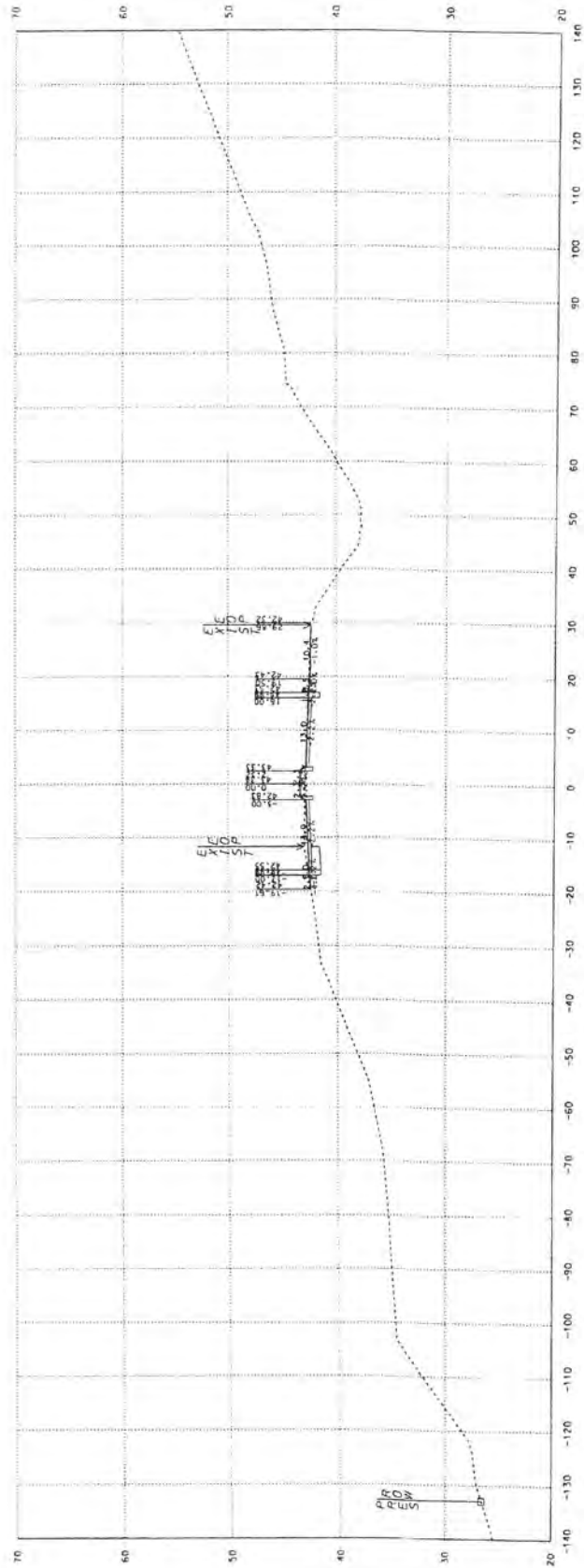
102+00
 VOLUME CUT = 21 SQ FT
 AREA FILL = 2 SQ FT

102+00
 VOLUME CUT = 35 CU YD
 VOLUME FILL = 2 CU YD

RESPONSIBLE PE: DATE:	SUPERVISOR: DATE:	DESIGNER: DATE:	PLAN SUBMITTAL 60%
CITY OF FAIRHOPE 102+00 60%		CITY OF FAIRHOPE 102+00 60%	
HORIZ 1" = 10' SCALE (FEET) VERT 1" = 5' SCALE (FEET)		SHEET TITLE CROSS SECTIONS NORTH SECTION ST	
ROAD TITLE CROSS SECTIONS NORTH SECTION ST		ROAD TITLE CROSS SECTIONS NORTH SECTION ST	

CROSS SECTIONS - NORTH SECTION ST

REFERENCE PROJECT NO. STP8J-02000	FISCAL YEAR 2023	SHEET NO. 110
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102+29

Sta. 102+29 To Sta. 102+29

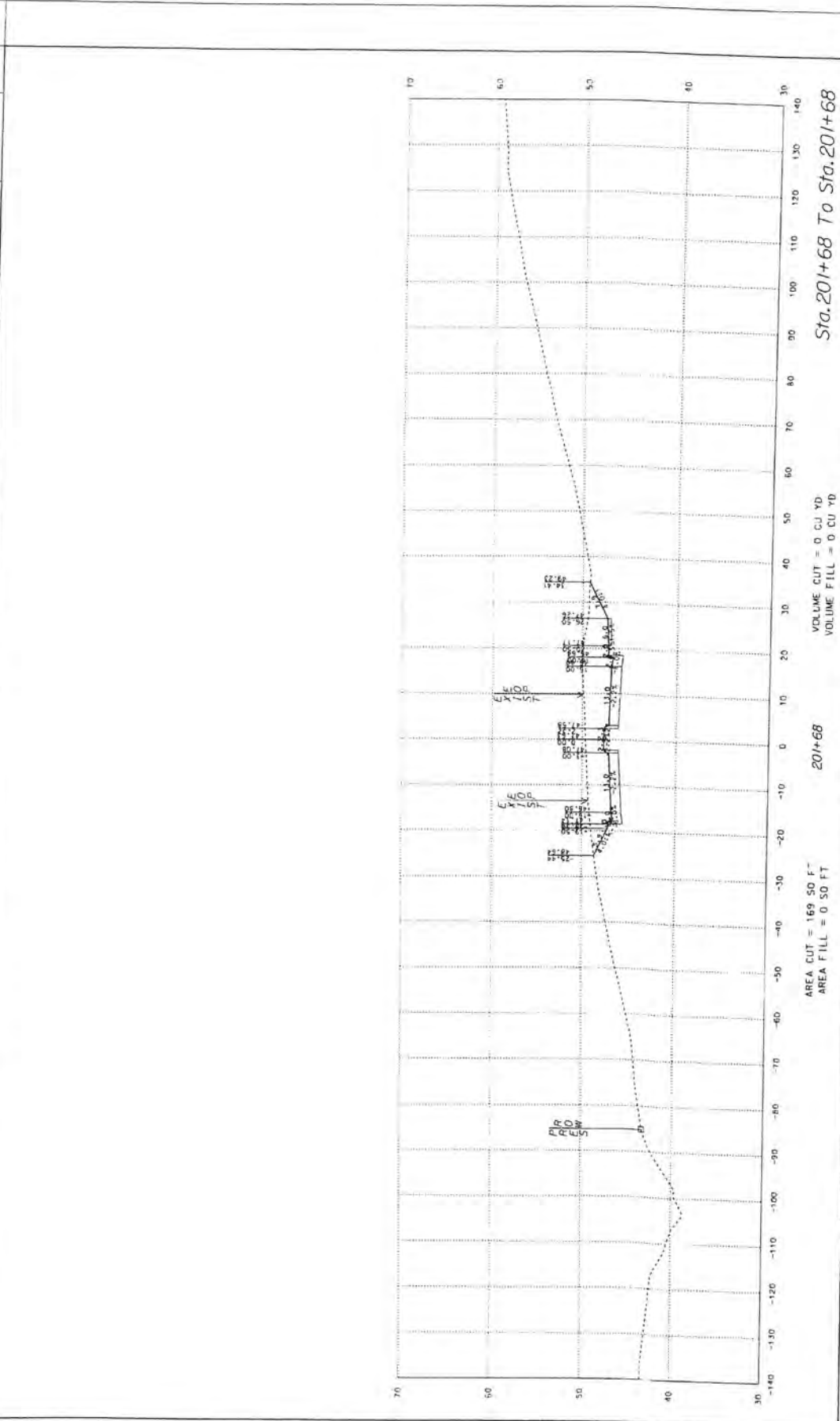
AREA CUT = 18.50 FT
AREA FILL = 2.50 FT

VOLUME CUT = 21 CU YD
VOLUME FILL = 2 CU YD

RESPONSIBLE P.E. DATE:	SUPERVISOR: DATE:	DESIGNER: DATE:	CITY OF FAIRHOPE PLANS SUBMITTAL BY:
HORIZ 0 10 SCALE (FEET) VERT 0 5		SHEET TITLE CROSS SECTIONS - NORTH SECTION ST	
ROUTE ROUNDABOUT		PROJECT NO. STP8J-02000 DATE: 25 FEB 2024 11:43 FILE: 1020000120000	

CROSS SECTIONS - TRIANGLE DR

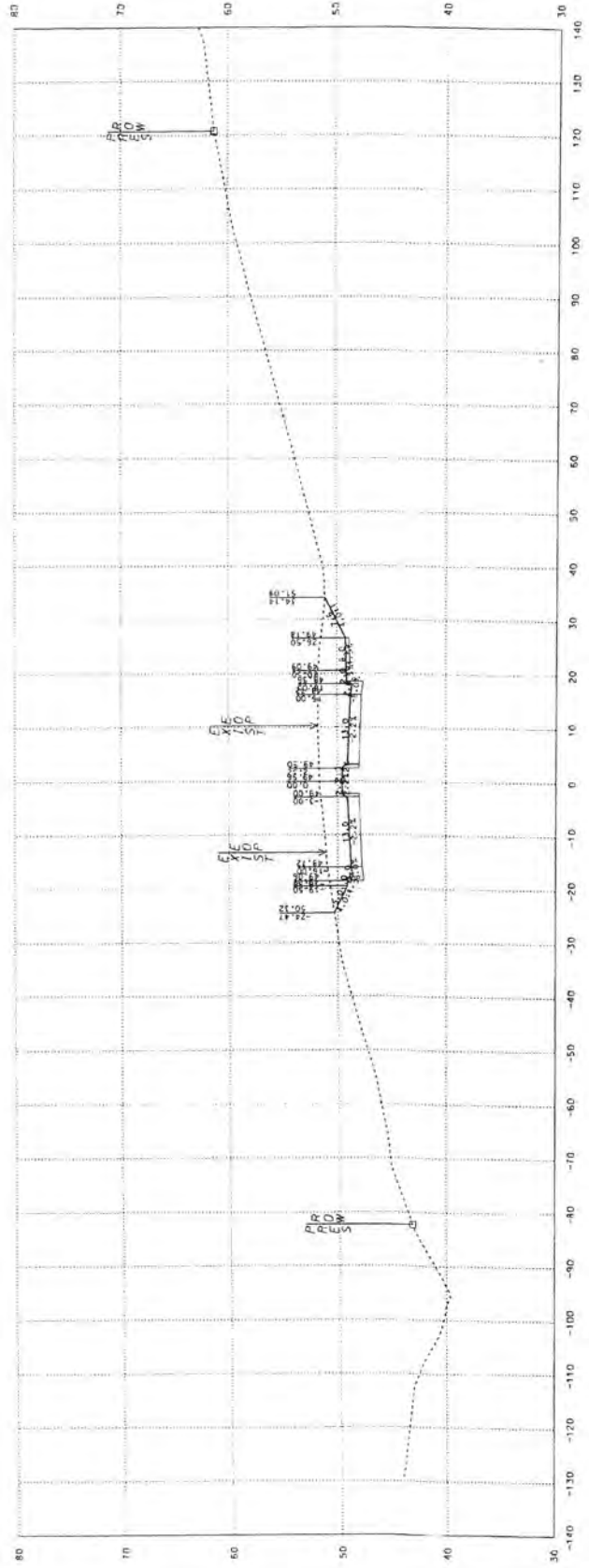
REFERENCE PROJECT NO STPSU-02001	FISCAL YEAR 2023	SHEET NO 11
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RESPONSIBLE PG. DATE: 03/27/2023	SUPERVISOR DATE: 03/27/2023	DESIGNER DATE:	PLANNING SUBMITTAL 6/22/23	CITY OF FAIRHOPE PLANNING DEPARTMENT	HORIZ 0 VERT 0	SCALE (FEET) 1" = 10'	SHEET TITLE CROSS SECTIONS - TRIANGLE DR	ROUTE ROUNDABOUT
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CROSS SECTIONS - TRIANGLE DR

REFERENCE PROJECT NO. STP2J-052001	FISCAL YEAR 2023	SHEET NO. 112
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Sta. 202+00 To Sta. 202+00
 VOLUME CUT = 164.50 CU YD
 VOLUME FILL = 0.00 CU YD
 PLAN SUBMITTAL 50%
 CITY OF FAIRHOPE
 AREA CUT = 164.50 FT
 AREA FILL = 0.00 FT

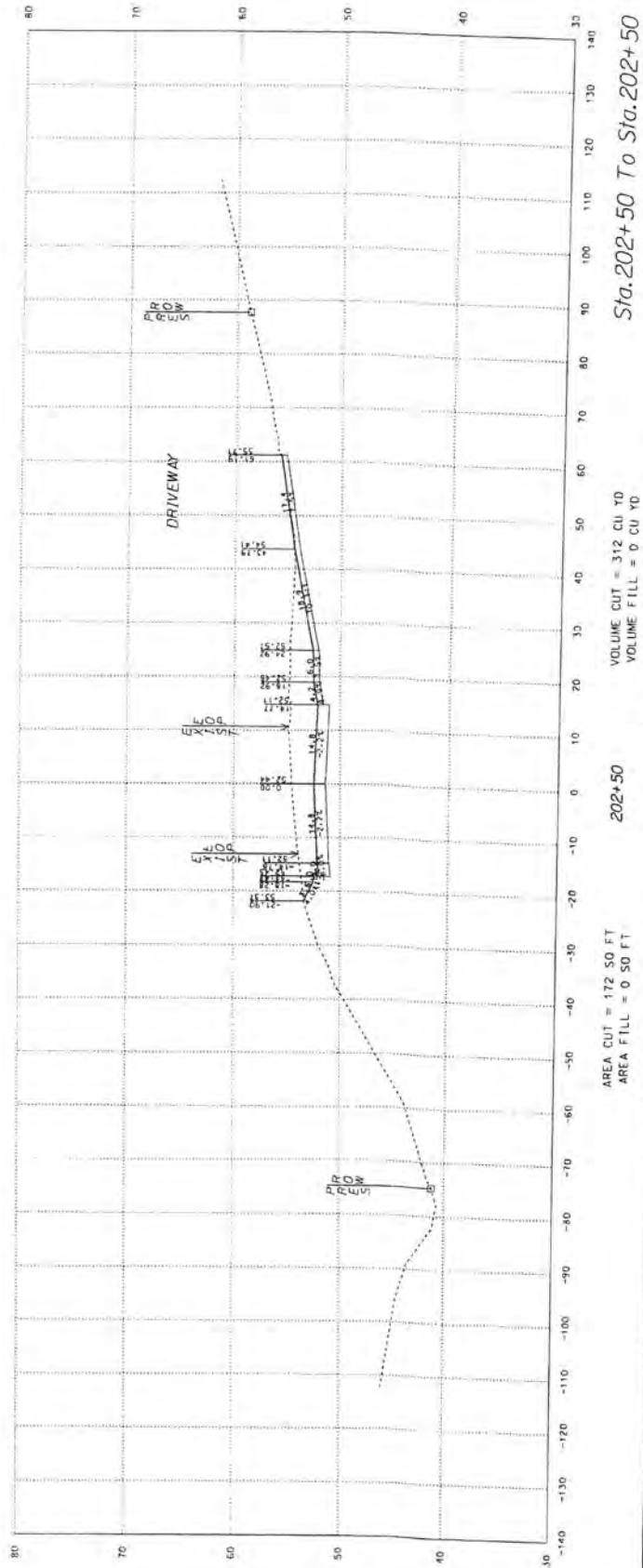
RESPONSIBLE PE DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL 50%
SHEET TITLE CROSS SECTIONS - TRIANGLE DR			ROUTE ROUNDABOUT



PROJECT: 2023-05-01 - ROUNDABOUT AT NORTH BAYVIEW AND SOUTH BAYVIEW
 DRAWING NO: 2023-05-01-000005

CROSS SECTIONS - TRIANGLE DR

REFERENCE PROJECT NO. STPSU-02001	FISCAL YEAR 2023	SHEET NO. 113
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Sta. 202+50 To Sta. 202+50

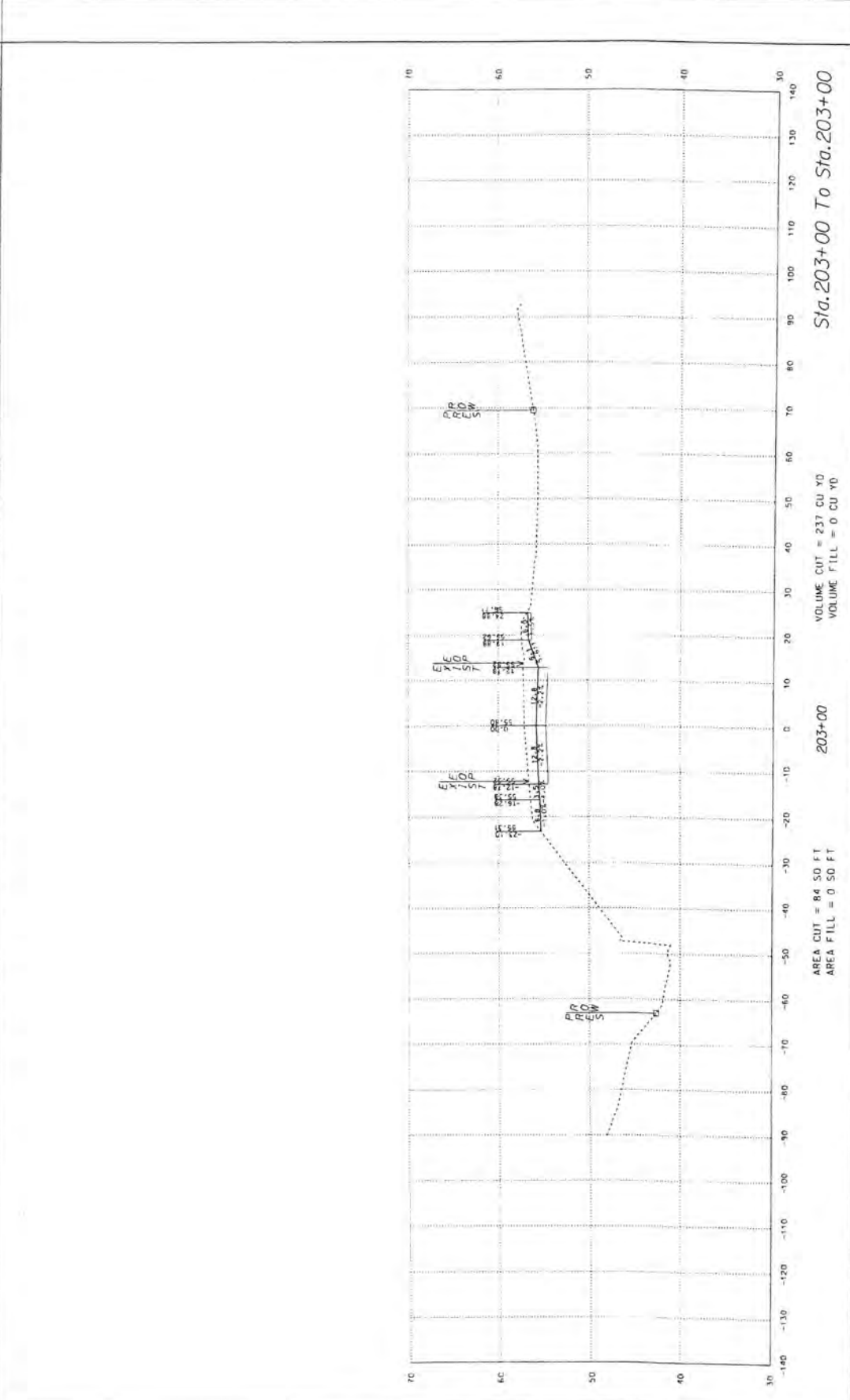
202+50
VOLUME CUT = 312 CU YD
VOLUME FILL = 0 CU YD

AREA CUT = 172 SQ FT
AREA FILL = 0 SQ FT

RESPONSIBLE PE. DATE:	SUPERVISOR DATE:	DESIGNER DATE:	CITY OF FAIRHOPE PLAN SUBMITTAL 60%	SHEET TITLE CROSS SECTIONS - TRIANGLE DR	ROUTE ROUNDABOUT
SCALE (FEET) 		HORIZ SCALE (FEET) 		VERT SCALE (FEET) 	

CROSS SECTIONS - TRIANGLE DR

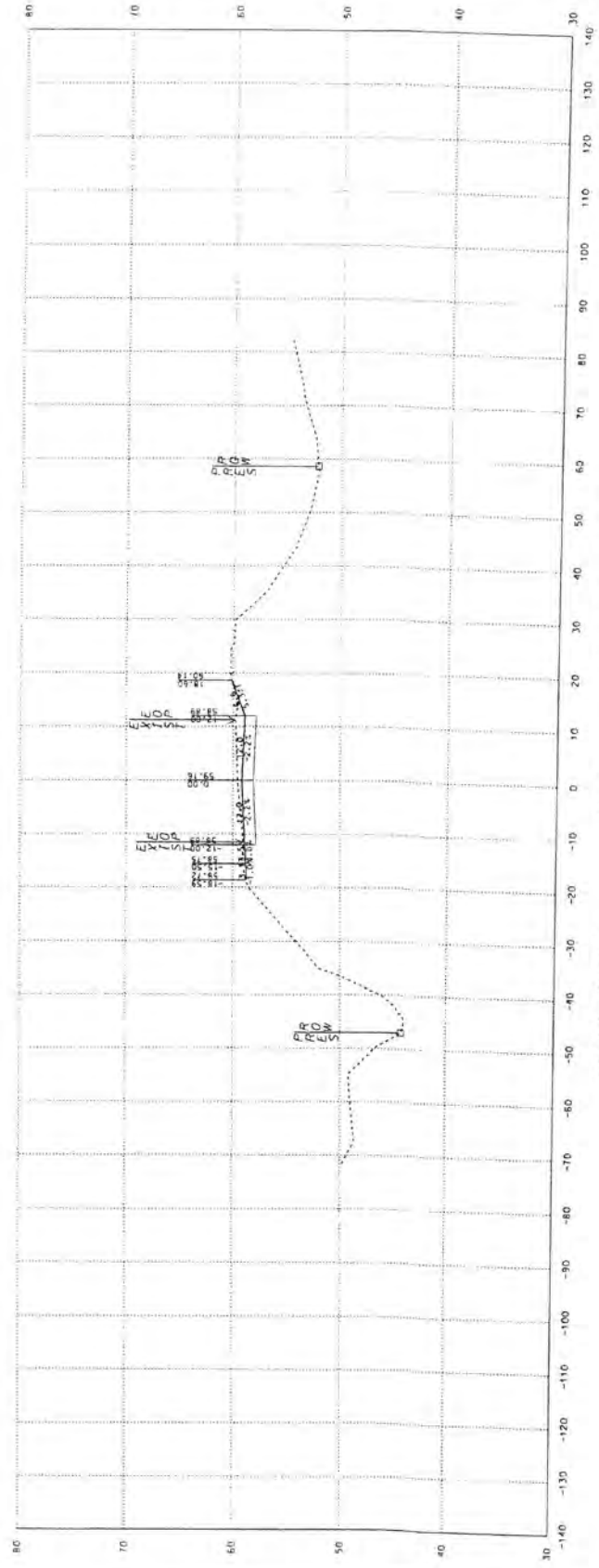
REFERENCE PROJECT NO. STPSJ-022001	FISCAL YEAR 2023	SHEET NO. 114
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RESPONSIBLE PE DATE: 03/18/2023 11:42	SUPERVISOR DATE: 03/18/2023 11:42	DESIGNER DATE:	PLAN SUBMITTAL 50%	CITY OF FAIRHOPE Project: 181153 - "Roundabout" at North Section Street Project, Spaldowne, 100.00% Triangle Dr, GA	HORIZ 0 10 SCALE (FEET)	VERT 0 5 SCALE (FEET)	SHEET TITLE CROSS SECTIONS - TRIANGLE DR	ROUTE ROUNDABOUT
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CROSS SECTIONS - TRIANGLE DR

REFERENCE PROJECT NO. S1P9J-02001	FISCAL YEAR 2023	SHEET NO. 115
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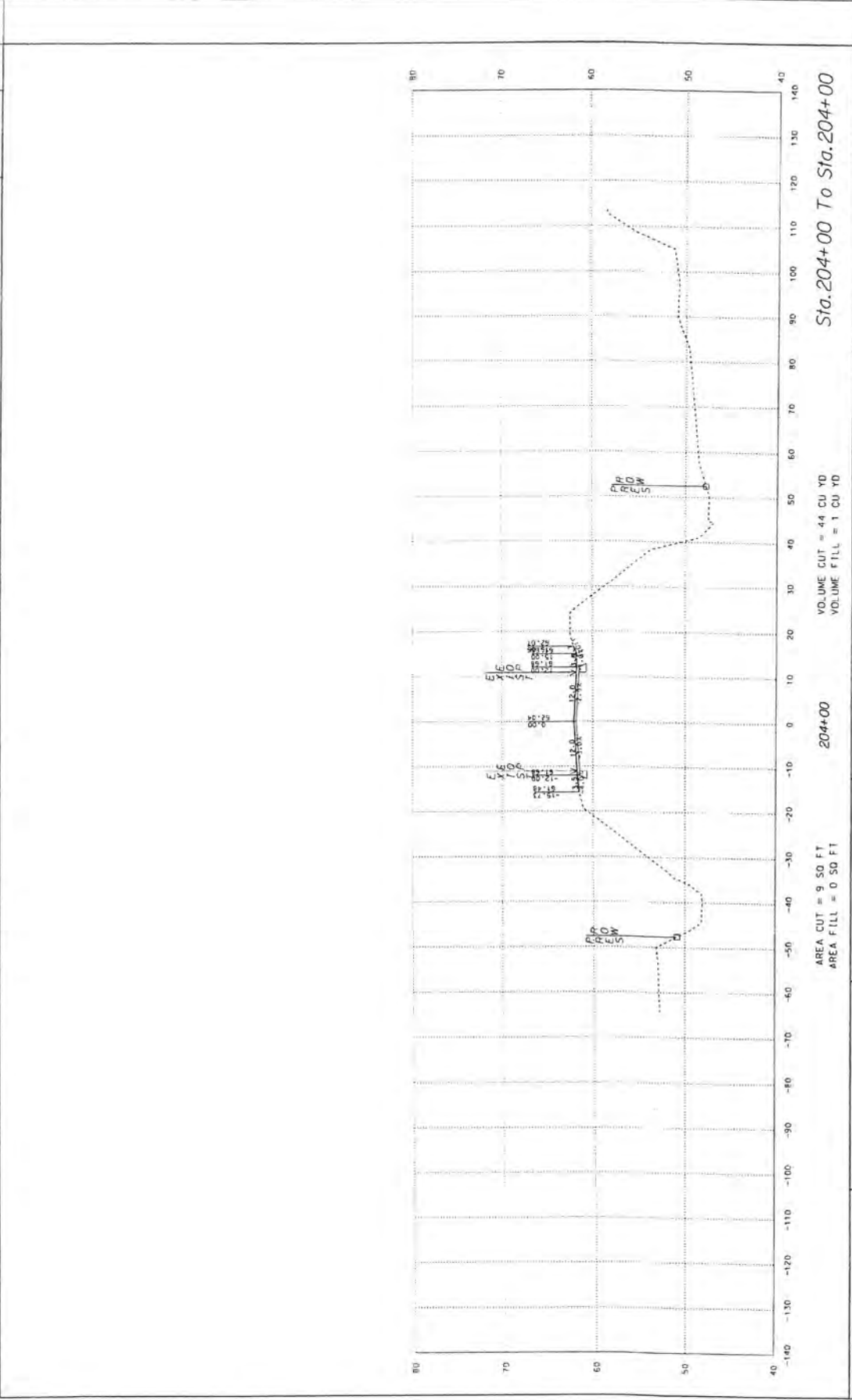


2023+50
 AREA CUT = 39.50 FT
 AREA FILL = 0.50 FT
 VOLUME CUT = 11.3 CU YD
 VOLUME FILL = 0.00 CU YD
Sta. 2023+50 To Sta. 2023+50

RESPONSIBLE PE: DATE:	SUPERVISOR: DATE:	DESIGNER: DATE:	PLAN SUBMITTAL: 60%
CITY OF FAIRHOPE <small>FRANCISVILLE - ROUNDABOUT AT NORTH SECTION STREET</small>		SCALE (FEET) 10 HORIZ 0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 5 VERT 0 5 10	SHEET TITLE: CROSS SECTIONS - TRIANGLE DR
ROUTE: ROUNDABOUT			PROJECT NO.: S1P9J-02001

CROSS SECTIONS - TRIANGLE DR

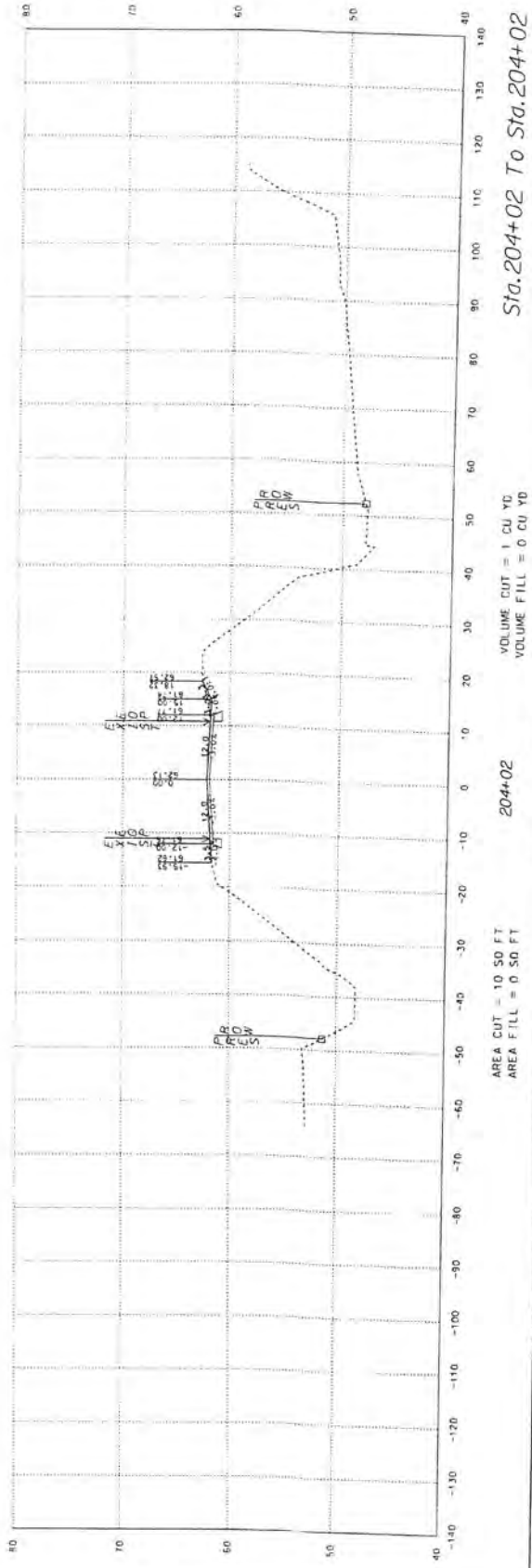
REFERENCE PROJECT NO. STPSU-0220(1)	FISCAL YEAR 2023	SHEET NO. 116
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RESPONSIBLE PFI DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLAN SUBMITTAL EDC:	CITY OF FAIRHOPE FAIRHOPE, ALA	HORIZ SCALE 1" = 40'	VERT SCALE 1" = 5'	SHEET TITLE CROSS SECTIONS - TRIANGLE DR	ROUTE ROUNDABOUT
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CROSS SECTIONS - TRIANGLE DR

REFERENCE PROJECT NO.	SIPSU-02020
FISCAL YEAR	2021
SHEET NO.	117



Sta. 204+02 To Sta. 204+02


RESPONSIBLE FOR DATE:	SUPERVISOR DATE:	DESIGNER DATE:	CITY OF FAIRHOPE PLAN SUBMITTAL 60%
HORIZ SCALE (FEET) 1" = 10'		VERT SCALE (FEET) 1" = 5'	
AREA CUT = 10.50 FT AREA FILL = 0.50 FT		VOLUME CUT = 1 CU YD VOLUME FILL = 0 CU YD	
SHEET TITLE CROSS SECTIONS - TRIANGLE DR		ROUTE ROUNDABOUT	

EARTHWORK SUMMARY

REFERENCE PROJECT NO. (SPSL-0220)	FISCAL YEAR 2023	SHEET NO. 120
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UNCLASSIFIED EXCAVATION : 2251 CU YD
 BORROW EXCAVATION : 1424 CU YD
 TOPSOIL : 453 CU YD

210A000
 210D000
 650A000

RESPONSIBLE P.E. DATE:	SUPERVISOR DATE:	DESIGNER DATE:	PLN. SUBMITTAL 60%	 CITY OF FAIRHOPE <small>PROHIBITED - MONROE ST. NORTH EASTON STREET SOUTH BIRMGHAM AL 36606</small>	NOT TO SCALE	SHEET TITLE EARTHWORK SUMMARY	ROUTE ROUNDABOUT
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Mayor and City Council-

I am coming to you with a request for a mid-year hire of an additional Building Inspector due to the workload that the Department currently has and for the foreseeable future. We have an Inspector who was injured in a car accident while on duty (not his fault, confirmed by FPD and City staff who saw the accident), and he may be out through March or beyond.

During budget discussions with Mayor Sullivan and Kim in June we discussed adding another Inspector position that we could hire later if the workload justified it. At that time, we did not know how SB107 would affect our permit numbers so we held off with the request. However, SB107 has not put a dent in our permitting and it actually increased noticeably starting in August/September 2022.

The following statistics are for permits issued, inspections performed, revenue, and expenditures to date for FY2023 from October 1, 2022 through January 31, 2023 (4 months):

Permits issued: **749 (avg 188 per month)**

Total Construction value of permits issued: **\$115,211,857.00**

Inspections performed: **2538 (avg 32 per day)**

Projected revenue for FY2023: **\$1,246,000.00**

Revenue received through January 2023: **\$928,861.90 (75% of projection in 4 months)**

Projected Building Department expenditures for FY2023: **\$363,559.27**

Excess Revenue over expenditures: **\$565,302.63**

Since June/July 2022 these are significant projects that have been issued:

The Flats at East Bay (240-unit apt complex on Twin Beech)

314 Magnolia office building

Wal Mart renovation

Winn Dixie renovation

Overland subdv- now issuing permits

Riverhorse subdv- now issuing permits

Live Oak subdv- starting to issue permits

8 tenant buildout at the 2 new Publix stores- issued or under review

Pelk Tire store

Polo Crossing (5 tenants)

Blind Tiger renovation

Finishing 2nd bldg. at USA Mapp site

Battles Trace- receiving daily permits

Colony at the Grand- receiving daily permits

Hilltop- receiving daily permits

Fairhope Urology Bldg.

These are significant projects that are either under review or submittals are expected:

Rockwell apts (240 units)- submitted

Wawa gas station at Twin Beech- submitted

Upcoming Wawa gas station at corner of 181/104- expected by the end of FY2023

412 Fairhope Ave building- submitted

American Legion renovation- submitted

Harvest Green East and West- under construction

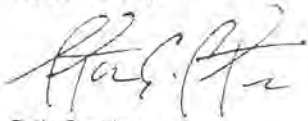
Boutique hotel across from City Hall- submittal expected

The projects I listed are a snapshot; we have numerous other subdivisions and projects that are existing and continuing to request permits and inspections. Based on everything we have either permitted, is currently under review, or we expect to receive, we have enough work to continue the pace we are on for at least the next 18-24 months. That also does not including anything else that is approved going forward.

I ask that you please consider my request as our guys are working OT to try to keep up, and we are now short-staffed. The biggest issue this creates is the ability to review and issue permits in a timely manner, since the Inspectors handle the inspections during the day and work on plan reviews as time allows. I am handling all of the commercial reviews, and for the past few weeks the guys are staying late or coming in early to try to keep up with the residential permit applications.

Please do not hesitate to call me if you have any questions or concerns. I do not make this request lightly, but in order to keep up with everything that is going on we have reached a point where it is necessary to come to you. I will be happy to address anything you would like to know or I may need to clarify.

Respectfully,

A handwritten signature in black ink, appearing to read 'Erik Cortinas', written in a cursive style.

Erik Cortinas

City of Fairhope
 FY 2023 Monthly Financials
 For 4 Month(s) Ending January 31, 2023

001130 Building Department

Object	Description	Month Ending January 2023	FY2022 YTD January 2022	FY2023 YTD January 2023	FY2023 Annual Budget	Remaining Budget	Percent Remaining
REVENUES							
40350	Building Permits	131,450.00	595,116.72	508,441.00	900,000.00	391,559.00	43.51%
40360	Inspection Fees	108,983.50	341,491.00	211,817.00	276,000.00	64,183.00	23.25%
40370	Misc Bldg Dept Fees/Fines	10,124.60	105,350.50	155,534.90	20,000.00	(135,534.90)	677.67%
40385	State of Al. Commercial Fee	20,813.00	53,103.00	53,069.00	50,000.00	(3,069.00)	-6.14%
Total Revenue		271,371.10	1,095,061.22	928,861.90	1,246,000.00	317,138.10	25.45%
EXPENSES							
50040	Salaries	45,998.17	162,543.66	187,687.17	633,163.08	445,475.91	70.36%
50045	Overtime	230.52	467.32	1,457.24	10,000.00	8,542.76	85.43%
50190	Employee Payroll Taxes	3,429.27	12,256.81	14,121.02	53,105.50	38,984.48	73.41%
50200	Employee Retirement Exp	3,795.99	14,428.08	17,024.39	57,293.07	40,268.68	70.29%
50210	Employee Medical Insurance	7,540.00	30,572.64	31,133.74	107,308.14	76,174.40	70.99%
50220	Casualty/Workers Comp Ins						0.00%
50221	Workers Comp Insurance		2,159.39	2,206.21	7,281.00	5,074.79	69.70%
50222	Casualty/Property Insurance		2,950.34	3,890.43	15,353.00	11,462.57	74.66%
50230	Training/School/Travel		5,801.53	1,039.99	21,475.00	20,435.01	95.16%
50280	Legal Fees		888.00				0.00%
50290	Professional Services			18,428.46	70,589.81	52,161.35	73.89%
50295	Building Fees	2,775.00	28,798.00	32,256.00	50,000.00	17,744.00	35.49%
50300	Computer Expense	18.98	33,555.47	74,405.24	47,869.70	23,464.46	49.02%
50320	Office Supplies	27.77	2,450.91	670.47	8,465.96	7,795.49	92.08%
50325	Printers/Copiers/OE and sup	211.25	838.25	913.37	8,802.90	7,889.53	89.62%
50330	Postage				350.00	350.00	100.00%
50340	General Supplies	159.04	1,036.76	207.38	6,775.90	6,568.52	96.94%
50360	General Maintenance		2,247.08		2,187.26	2,187.26	100.00%
50380	Communications		3,575.75	3,763.88	14,800.00	11,036.12	74.57%
50390	Dues-Memberships-Subscrip		75.00	325.00	5,245.00	4,920.00	93.80%
50395	Employment Screening						0.00%
50430	Gasoline & Oil	890.74	2,970.83	3,342.36	10,000.00	6,657.64	66.58%
50440	Equip & Vehicle Repair	587.93	694.03	1,833.40	3,530.07	1,696.67	48.06%
50460	Uniforms	416.36	662.27	949.25	3,464.77	2,515.52	72.60%
50462	Safety Wear and PPF				2,500.00	2,500.00	100.00%
50470	Purchases Vehicles & Equipment				130,586.00	130,586.00	100.00%
50475	Capital Improvements				15,000.00	15,000.00	100.00%
50520	Equipment Rental						0.00%
50560	Credit Card Processing Fees	3,349.64	11,888.39	17,904.27	40,000.00	22,095.73	55.24%
50585	Printing		70.50		750.00	750.00	100.00%
52510	Utilities for City Use						0.00%
Total Building Expense		70,688.61	320,931.01	363,559.27	1,325,896.16	962,336.89	72.58%
Excess Rev Over Expense		200,682.49	774,130.21	565,302.63	(79,896.16)		

ORDINANCE NO. _____

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

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

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

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

The property of FST and Encounter Development LLC, is generally located at the northeast corner of State Highway 181 and State Highway 104.

PPIN # 77558

Legal Description: (Case number ZC 23.01)

Commence at the Northeast corner of the SW 1/4 of the SW1/4 of Section 2, Township 6 South, Range 2 East, Saint Stephens Meridian for a POINT OF BEGINNING; thence run W, along the North line of the SW 1/4 of the SW 1/4 of said Section 2 for 1,198 feet, more or less, to a point on the East Right of Way of Alabama Highway 181; thence run S 00°17'55" West for 621.75 feet; thence continuing along said Right of Way, run S 44°42'28" E for 42.43 feet; thence continuing along said Right of Way, run S 00°17'32" W for 23.71 feet to a point on the North line of a parcel leased to Colony Fence Company; thence run N 89°52' E, along Colony Fence parcel, for 149.02 feet, more or less; thence run S 02°04' E, continuing along Colony Fence parcel, for 181.09 feet; thence continuing along Colony Fence parcel run S 89°52' W for 185.91 feet, more or less, to a point on the East right of way of said Alabama Highway 181; thence run along said right of way S 00°17'32" W, for 380.07 feet; thence continuing along said right of way run S 43°51'20" E for 71.63 feet to a point on the N right of way of Alabama Highway No. 104; thence run E, along the N right of way of Alabama Highway 104, for 1,173 feet, more or less; thence run N along the E line of the SW1/4 of the SW1/4 of said Section 2 for 1,292 feet, more or less to the P.O.B. Tract lies in Section 2, T6S, R2E, Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation.

A map of the property to be rezoned is attached as Exhibit A.

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

Ordinance No. _____

Page -2-

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

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

Adopted and approved this 22nd day of March, 2023

By: _____
Jay Robinson, Council President

Attest:

By: _____
Lisa A. Hanks, MMC
City Clerk

Adopted and approved this 22nd day of March, 2023

By: _____
Sherry Sullivan, Mayor



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

PETITION FOR ANNEXATION

STATE OF ALABAMA)
COUNTY OF BALDWIN)

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

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

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

This petition is for R-1 Zoning

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

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

Signature of Petitioner
[Handwritten Signature]
Signature of Petitioner

Kenneth Kleban
Print petitioner's name
Reuben E. Davidson, III
FSTC-Secretary
Print petitioner's name

Signature of Petitioner

Print petitioner's name

Physical Address of property being annexed: State Highway 181 # 22100

Petitioner's Current Physical Address:
1189 Post Road
Fairfield, CT 06824

Petitioner's Current Mailing Address:
1189 Post Road
Fairfield, CT 06824

Telephone Number(s): (203) 247-0732
Home Work

County Tax Parcel Number: 05-46-01-02-0-000-001.589 PIN: 77558

U.S JUSTICE DEPARTMENT INFORMATION

Size of property (acres or square feet) Approx 1.1 acres
 If property is occupied, give number of housing units N/A
 Number of Persons residing in each unit, and their race N/A
 If property is unoccupied, give proposed use Retail
 If property is being developed as a subdivision, give subdivision name
N/A
 Number of lots within proposed subdivision _____

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

Given under my Hand and Seal this 13 day of October, 2022,

(Seal) _____
 SASHA L. HEMINGWAY Notary Public
 Notary Public, State of Connecticut
 My Commission Expires: 5/31/2026 My commission expires 5/31/2026

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

Given under my Hand and Seal this 15th day of November, 2022,



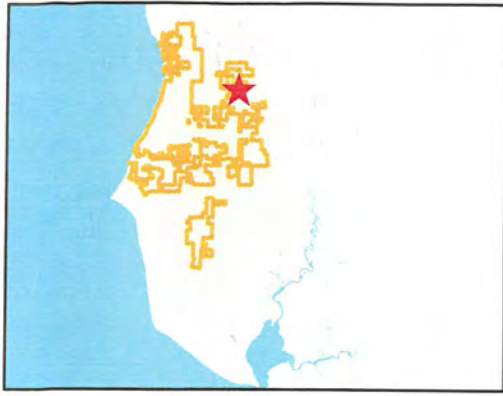
 LeAnn M. Amond
 Notary Public
 My commission expires 04/04/2026

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

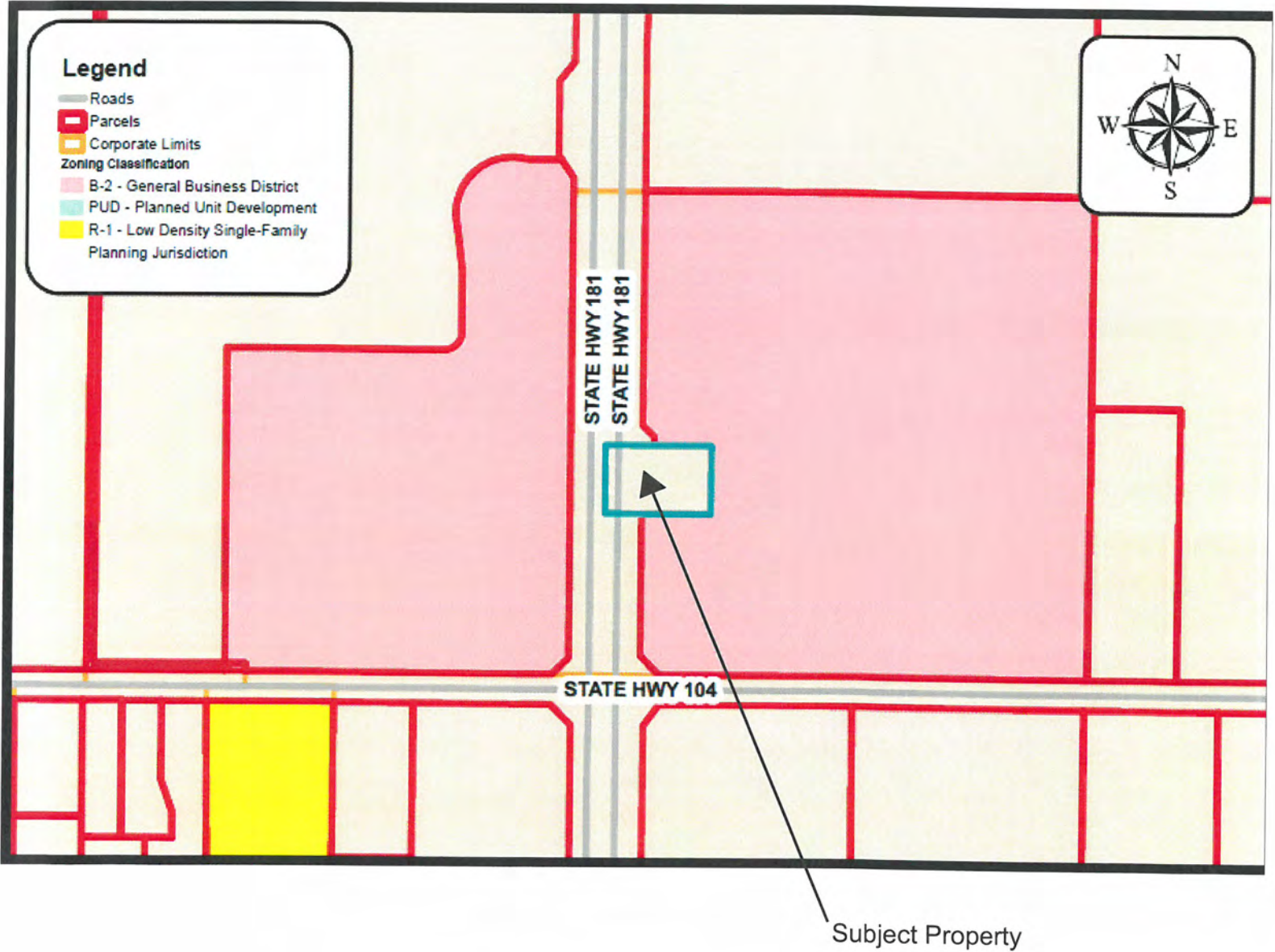
Given under my Hand and Seal this _____ day of _____, 20____.

(Seal) _____
 Notary Public
 My commission expires _____

Backroom: Users:mray:Library:Mail:POP-
 info@chamden.org/ind/82759 par:INBOX:mray:EW Forms for the use of:attach:Petition for annex.doc



**Exhibit A: The Property of FST and
Encounter Development LLC
Conditional Annexation to B-2
(ZC 23.01)**

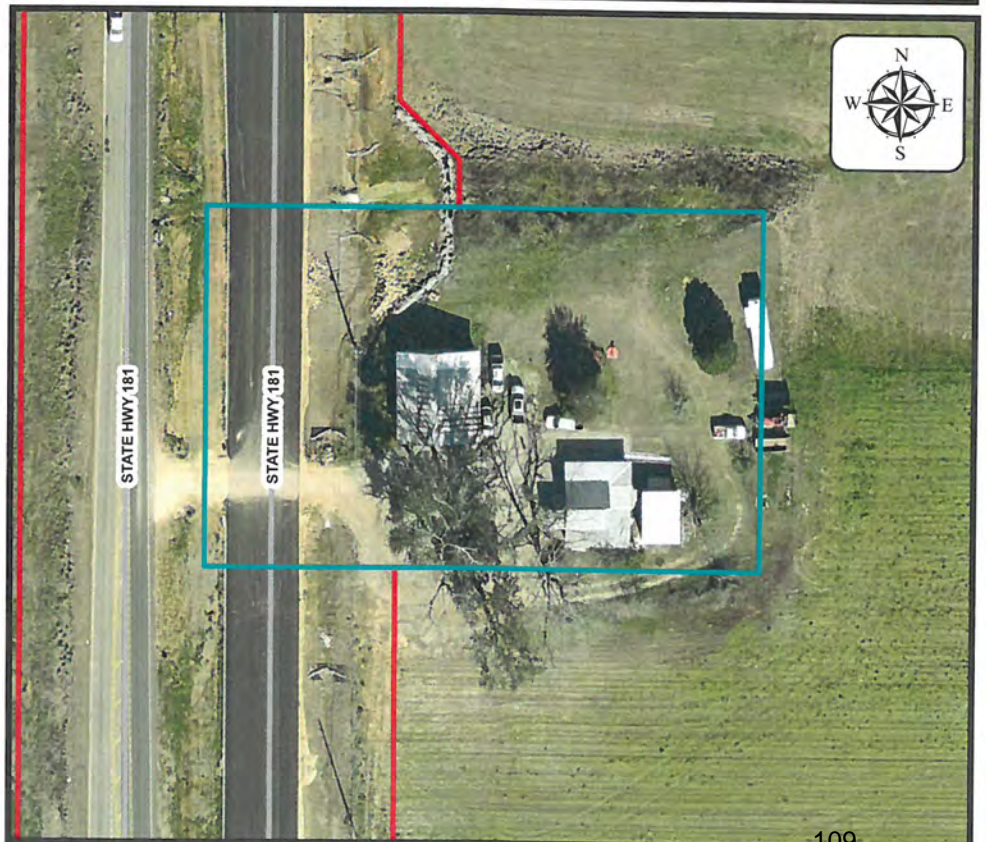
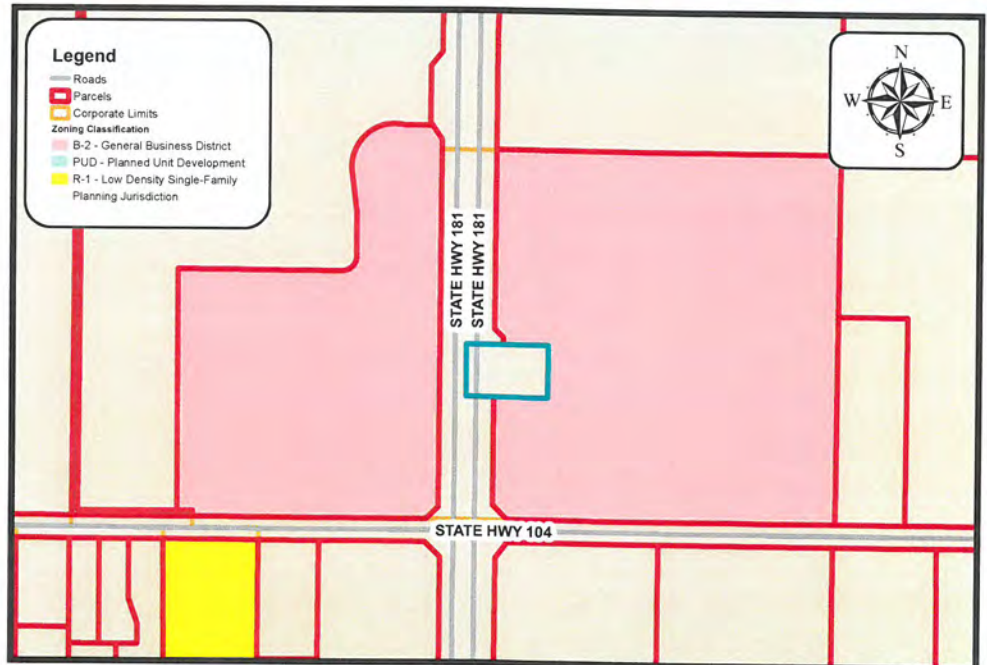


City of Fairhope
 City Council
 March 6, 2023



Planning Commission unanimously (8 Ayes, 0 Nays) voted to recommend approval of ZC 23.01

ZC 23.01 - Kleban Annexation to B-2



Project Name:	Kleban Annexation to B-2
Site Data:	1.1 acres
Project Type:	Annexation
Jurisdiction:	N/A
Zoning District:	Unzoned
PPIN Number:	77558
General Location:	North of State Highway 104, East of State Highway 181
Surveyor of Record:	N/A
Engineer of Record:	N/A
Owner / Developer:	Kenneth Kleban
School District:	Fairhope Elementary School Fairhope Middle and High Schools
Recommendation:	Approval
Prepared by:	Casey Potts



APPLICATION FOR ZONING DISTRICT CHANGE

Property Owner / Leaseholder Information

Name: Kenneth Kleban Phone Number: 203 247 0732
 Street Address: 1189 Post Rd.
 City: Fairfield State: CT Zip: 06824

Applicant / Agent Information

If different from above
 Notarized letter from property owner is required if an agent is used for representation

Name: Kenneth Kleban Phone Number: 203 247 0732
 Street Address: 1189 Post Rd.
 City: Fairfield State: CT Zip: 06824

Current Zoning of Property: Unzoned
 Proposed Zoning/Use of the Property: B2
 Property Address: State Highway 181 #22100
 Parcel Number: 05-46-01-02-0-000-001.509 Pin 77558
 Property Legal Description: Attached
 Reason for Zoning Change: To allow business development.

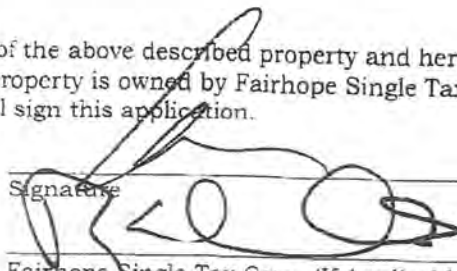
Property Map Attached YES NO
 Metes and Bounds Description Attached YES NO
 Names and Address of all Real Property Owners within 300 Feet of Above Described Property Attached. YES NO

Character of Improvements to the Property and Approximate Construction Date:
Commercial Development. 1st quarter 2023.

Zoning Fee Calculation:
 Reference: Ordinance 1269

I certify that I am the property owner/leaseholder of the above described property and hereby submit this application to the City for review. *If property is owned by Fairhope Single Tax Corp. an authorized Single Tax representative shall sign this application.

Kenneth Kleban
 Property Owner/Leaseholder Printed Name
11/8/22
 Date

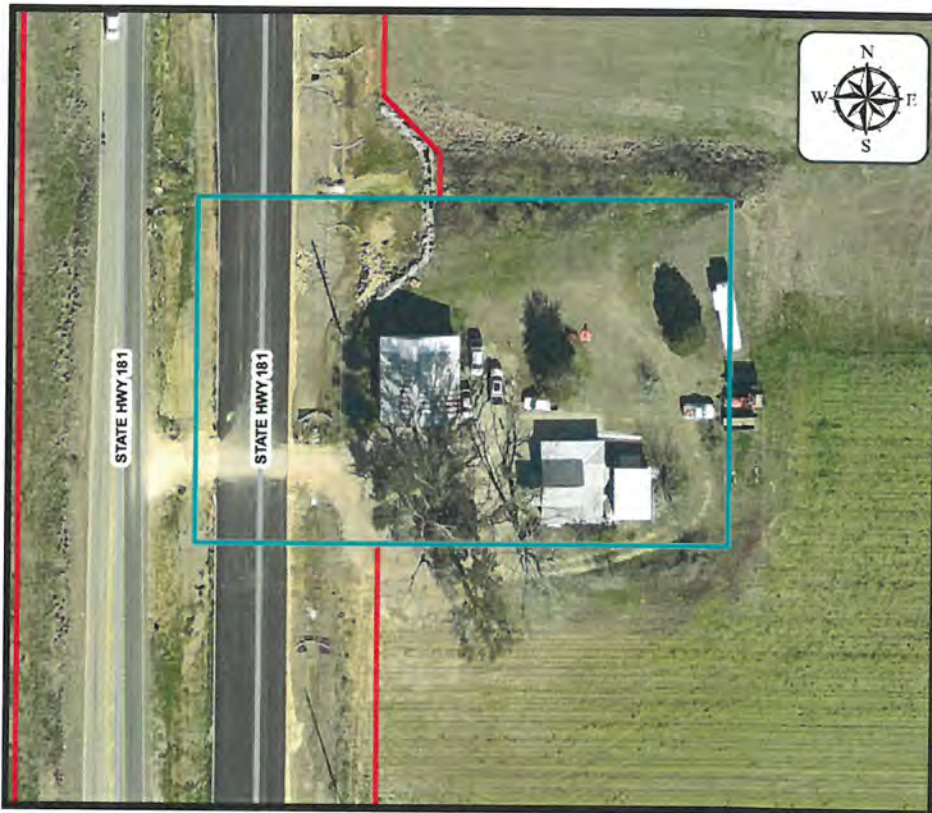

 Signature
 Fairhope Single Tax Corp. (If Applicable)
Reuben E. Davidson, III
 FSTC - Secretary

Summary of Request:

Applicant, Kenneth Kleban, on behalf of the developer, FST And Encounter Development, LLC, is requesting to establish an initial zoning of B-2, General Business District, concurrent with conditional annexation into the City of Fairhope. The property is approximately 1.16 acres and is located near the northeast corner of State Highway 181 and State Highway 104.

Comments:

The subject property is currently outside the City of Fairhope’s municipal boundary and zoned RA (Rural Agriculture District) by Baldwin County in District 37.



The property is bordered on all sides by property zoned B-2 within the City of Fairhope municipal limits. The subject property is located across the street from the Publix development and to the south of the approved Harvest Green and Rockwell Place projects.

According to the 2015 Comprehensive Plan, a node is located at the intersection of Alabama Highways 181 and 104. A B-2 zoning designation would be consistent with the existing zoning districts present within this node.

Important to note, this is a straight re-zoning request and does not include a site plan for intended uses. Future uses, if approved, shall meet the Fairhope Zoning Ordinance requirements.

The Zoning Ordinance defines B-2 General Business District as follows:

"B-2 General Business District: This district is intended to provide opportunity for activities causing noise and heavy traffic, not considered compatible in the more restrictive business district. These uses also serve a regional as well as a local market and require location in proximity to major transportation routes. Recreational vehicle parks, very light production and processing activities are included."

A copy of the Zoning Ordinance's Use Table, highlighting allowable uses in B-2, is attached within the packet.

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

(1) Compliance with the Comprehensive Plan;

Response:

Meets

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

Response: Applicant intends to annex into the City of Fairhope and fall under the City's development guidelines.

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

Response: Meets

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

Response: This is a re-zoning request, without a Site Plan review. Future projects within the subject property shall ensure adequate public infrastructure.

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

Response: Staff does not anticipate an issue at this time.

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

Response: At the time of any development all applicable laws of the City will be applied. If granted, any use within B-2 zoning will be allowed 'by right'.

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

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

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

Response: Staff does not anticipate any significant issues relating to this criterion at this time.

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

Response: Staff does not anticipate any significant issues relating to this criterion.

Recommendation:

Staff recommends Case: ZC 23.01, PPIN# 77558, be **approved** with an initial zoning of B-2 General Business District.

LEASE

BALDWIN COUNTY, ALABAMA
HARRY D'OLIVE, JR. PROBATE JUDGE
Filed/cert. 9/20/2022 3:56 PM
DEED TAX \$ 2.50
MINERAL TAX \$ 1.00
TOTAL \$ 22.50
3 Pages

2024468

THIS LEASE, MADE THIS 16th DAY OF September 2022, BY AND BETWEEN FAIRHOPE SINGLE TAX CORPORATION, "LESSOR", OF FAIRHOPE, BALDWIN COUNTY, ALABAMA, AND Encounter Development, LLC – an Alabama Limited Liability Company

OF Fairhope, AL, HERENAFTER DESIGNATED AS THE "LESSEE."

WITNESSETH: THAT THE SAID FAIRHOPE SINGLE TAX CORPORATION; FOR AND IN CONSIDERATION OF THE ANNUAL RENTALS AND COVENANTS HEREINAFTER SET FORTH HAS THIS DAY LEASED TO AND SAID LESSEE TAKEN POSSESSION OF THE FOLLOWING DESCRIBED PARCEL OF LAND, TO WIT:

SEE ATTACHED EXHIBIT 'A'

FOR THE TERM OF NINETY-NINE (99) YEARS FROM THIS DATE SUBJECT TO THE TERMS, CONDITIONS AND COVENANTS HEREIN STATED. PROTECTIONS INDICATED FOR MORTGAGEE(S) WILL BE ENFORCED IF MORTGAGE INSTRUMENTS ARE RECORDED IN PROBATE.

(1) The Lessee shall pay to the Fairhope Single Tax Corporation, its successors or assigns, in equal payments, on the first days of January and July each year, the rental value of said land to be determined by the corporation through its Executive Council, under its avowed principle of so fixing the rentals of its lands as to equalize the varying advantage of location and natural qualities of different tracts and convert into the treasury of the Corporation all values attaching to such lands. If the Lessor receives information which causes the Lessor to believe the appraised value and/or taxes on the leased property will be different than those that had been predicted, the Lessor may submit a corrected bill for rent which more accurately takes account of the likely appraised value and/or taxes, and the Lessee shall be obligated to pay this bill within 30 days after the date of the bill. The Lessee hereby expressly agrees that the rent shall be determined by the Corporation upon the principle stated, and shall be expended by the Corporation, subject to the conditions hereinafter stated.

(2) Lessee agrees not to authorize or permit any nuisance in the leasehold land, to comply with any applicable laws and ordinances of the City of Fairhope, County of Baldwin, and State of Alabama, and further agrees that the Lessee will, by no act or omission to act, render Lessor liable for any violation of such city laws or ordinances or county or state laws.

(3) In consideration of the agreement of the Lessee to pay the rentals herein provided, the Fairhope Single Tax Corporation will pay all taxes upon the land leased and the improvements and personal property (moneys and credits excepted) held by Lessee upon the land herein leased; or will accept from the Lessee on rent, receipts of the taxing authorities, for taxes paid to State, County, School Districts, or City upon the improvements and personal property (moneys and credit excepted) held by Lessee upon the land herein leased or if all rent due be paid, will give a certificate in amount equal to such acceptable tax receipts remaining, receivable from bearer at face value on rent, or in discharge of any indebtedness to the Corporation; provided that the Lessee will appoint whomsoever may be designated by the Corporation as Lessee's agent to return Lessee's property for taxation where permitted by law so to do; that in no event shall the Corporation be bound to accept tax receipts on more than a fair assessed valuation of the property, on the basis required by law, or to a greater amount for any year than the rent for that year on the land on which such improvements and personal property are held.

(4) The Fairhope Single Tax Corporation agrees in consideration of the covenants of said lease herewith evidenced, that no part of the rents paid by Lessee upon the land herewith leased, shall be appropriated as dividends to its members or any other persons, but that all shall be administered as a trust fund for the equal benefit of those leasing its lands.

(5) The Corporation further agrees, that in the distribution of the benefits which its purpose is to secure for residents upon its lands, no distinction shall be made between individuals who are members of the Corporation, with the exception of the right of members as participants in the government of the Corporation; all shall be treated with strict equality.

(6) It is mutually agreed that time is of the essence of this lease. In the event Lessee shall fail to pay rent when same is due or violate any of the other conditions of this lease and said breach remains uncorrected for a period of (90) days, Lessor may declare a default and give written notice thereof by registered mail, or its equivalent, to Lessee and to any mortgagee (of the improvements of the leased land) at the last address of such mortgagee known to Lessor and will add interest on said rent payment from due date, not to exceed the then legal interest rate declared by the State of Alabama; the Lessor shall have a lien for the rent and the interest thereon to the date of reinstatement of the lease or sale as herein provided, which ever last occurs. In the event Lessee fails to correct a rent deficiency within 90 days of any breach thereof, Lessor agrees to notify mortgagee and/or Lessee by registered mail, at the last known address provided to the Corporation, of such default and Lessor hereby grants to mortgagee and/or Lessee 60 days beginning from the date of such notice, to cure Lessee's default. Further, the mortgagee and/or Lessee will be given 30 days' written notice of the time, place, and terms of sale of the property. In such event, the Lessor reserves the right (and Lessee agrees) at the Lessor's option to re-enter the leased land, sell said mortgaged improvements, and to take possession of the leasehold. Said sale shall be held at public sale at the front door of the Baldwin County Courthouse in Fairhope, Alabama, for cash to the highest bidder, after giving 30 days written notice of the time, place, and terms of sale together with a description of the property to be sold by publication once a week, for three consecutive weeks, in a newspaper of general circulation in Fairhope, Alabama, and Lessor, its agent or attorney, may conduct such sale and execute in the name of the Lessee proper conveyance of the property to the purchaser. The proceeds of said sale shall apply first to the payment of the cost of said sale, including a reasonable attorney's fee, second to the payment of the amount of said indebtedness (including a reasonable attorney's fee) and interest which is secured by mortgages, to the holders thereof, third to the payment of any indebtedness to the Corporation, and the balance, if any, to be paid to the Lessee. The sale of the improvements by the foregoing procedure shall terminate all rights under this lease. However, the purchaser at such sale, at purchaser's option, may remove any improvements on the land within a reasonable time. The remedies contained herein are not exclusive and the Lessor reserves the right to pursue any remedies available to it at law. In such event, the Lessor shall be entitled to recover a reasonable attorney fee. Any and all expenses associated with any deficiency, notices, mailings, collection efforts, etc. become the responsibility and obligation of the Lessee.

(7) The Fairhope Single Tax Corporation agrees that in case of its dissolution, either by voluntary act of its members or otherwise, and the division of its assets among its members, the Lessee, if a member, shall be entitled to have the land herein described and leased- or so much of it as the lessee may designate- included in the lessee's portion, at its actual value at the time, exclusive of improvements thereon, and if it exceeds in value such portion, to purchase the excess at such valuation. If not a member, the Lessee may at such time acquire title to the land herein leased by paying to the Corporation its actual value exclusive of improvements upon it.

(8) The Fairhope Single Tax Corporation believes its title to the lands herein leased to be good, and will use every proper means in its power to maintain the same; but it is distinctly understood that the Corporation, acting only with the benevolent purpose to secure land and administer it for the benefit of those who may desire its use, shall not be held liable for any losses resulting from defects in its title.

(9) The Fairhope Single Tax Corporation reserves the right to resume possession of all or any portion of the land herein described, for public purposes only, on payment of the appraised value of the improvements thereon. The terms of this paragraph do not apply during the time a mortgage exists on the leasehold interest and the improvements thereon.

(10) Should it become necessary to determine the value of said land, or of the improvements thereon, in compliance with the provisions of clauses 3, 7, or 9, of this lease, the same shall be determined by three appraisers certified by the State of Alabama, to be selected as follows: The Corporation and the Lessee each choosing one, and the third to be selected by the two. Should any lessee fail to name his choice within thirty days after written notice by registered mail to do so, the Corporation may name one for him.

(11) Upon written request of the Lessee, this lease and any leasehold interest evidenced hereby will be assigned to individuals, corporations, partnerships or associations. Request will indicate monetary consideration, if any, mortgagee, if applicable, and will be accompanied by an appraisal recently completed by a State of Alabama certified appraiser. If comparison of sales price and appraisal indicates additional land value is included in sales price, then additional rent may be charged in consonance with Paragraph 1 pending reappraisal by Baldwin County Revenue Commissioner. If a mortgage exists, then the mortgagee must approve assignment. Should the Lessee desire to place any form of restrictions or restrictive covenants upon the leasehold interest, other than those imposed by any zoning ordinances, the Lessee shall first obtain the prior written consent of the Lessor. An orientation on the lease must be completed by new Lessee prior to issuance of new lease. Upon assignment of this lease agreement, the Lessor reserves the right to issue its current lease.

(12) Surface rights only are hereby leased. All oil, gas and mineral rights are reserved by Lessor.

(13) The Lessee shall not grant or convey any easement, public or private, in, on, or under the leasehold interest without first obtaining the express written consent of the Lessor.

(14) This lease may be terminated by the Lessee after six months' notice in writing to the Corporation and the payment of all rent due to the end of such six months period. A Lessee having filed the required notice of desire to surrender, may dispose of any improvements thereon, (subject to the Corporation's lien for rent) but if not so disposed of, the land shall come to the Corporation, together with any improvements remaining thereon, without any claim of the surrendering Lessee on account of such improvements; the Corporation may decline to accept a partial surrender of a leasehold where the portion surrendered or retained, would not, in its opinion, be desirable to other Lessees. The terms of this paragraph do not apply during the time a mortgage exists on the leasehold interest and improvements thereon or to a mortgagee that takes title as a result of foreclosure action or by bill-of-sale in lieu of foreclosure. If mortgagee desires, a new lease will be issued to mortgagee without requirement for orientation cited in Paragraph 11. When mortgagee sells the leasehold interest and improvements then paragraph 11 applies.

(15) This lease shall be binding upon the heirs, representatives, successors and assigns of the lessee.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS IN DUPLICATE

THIS 16th DAY OF September, 2022
BY ORDER EX. COUNCIL September 9th, 2022 FAIRHOPE SINGLE TAX CORPORATION
x [Signature] Lessee [Signature] President
[Signature] Lessee [Signature] Secretary

STATE OF ALABAMA)
BALDWIN COUNTY)

I, the undersigned Notary Public in and for said County in said State, hereby certify that Lee Turner and Reuben E. Davidson, III President and Secretary of Fairhope Single Tax Corporation, a corporation signed to the foregoing conveyance and who are known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance, they as such officers and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand this 16th day of September 2022
LeAnn M. Amond
Notary Public



STATE OF ALABAMA)
BALDWIN COUNTY)

I, LeAnn M. Amond, A Notary Public, in and for said County in said State, hereby certify that Scott Delaney, Authorized Agent for Encounter Development, LLC, with full authority to act whose name(s) is (are) signed to the foregoing instrument and who is (are) known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he (she) (they) executed the same voluntarily on the day the same bears date.

Given under my hand this 16th day of September 2022
LeAnn M. Amond
Notary Public



Exhibit "A"
Attached to and made a part of the
Lease by and between
Fairhope Single Tax Corporation
and
Encounter Development, LLC
Section 2, Township 6 South, Range 2 East

EXHIBIT 'A'

BEGINNING AT THE NORTHEAST CORNER, OF THE SOUTHWEST QUARTER, OF THE SOUTHWEST QUARTER, OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA; THENCE RUN S00°03'56"W, 1,286.06 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF ALABAMA STATE HIGHWAY NUMBER 104; THENCE RUN N89°56'13"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 1,145.45 FEET TO A POINT; THENCE RUN N43°51'21"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, 71.63 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF ALABAMA STATE HIGHWAY NUMBER 181; THENCE RUN N00°17'32"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 380.07 FEET TO A POINT; THENCE RUN S89°41'48"E, LEAVING SAID EAST RIGHT-OF-WAY LINE, 185.70 FEET TO A POINT; THENCE RUN N01°26'54"W, 181.11 FEET TO A POINT; THENCE RUN N89°37'20"W, 150.19 FEET TO A POINT ON SAID EAST RIGHT-OF-WAY LINE OF ALABAMA STATE HIGHWAY NUMBER 181; THENCE RUN N00°17'32"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 23.71 FEET TO A POINT; THENCE RUN N44°42'28"W, ALONG SAID EAST RIGHT-OF-WAY LINE, 42.43 FEET TO A POINT; THENCE RUN N00°17'32"E, ALONG SAID EAST RIGHT-OF-WAY LINE, 620.29 FEET TO A POINT; THENCE RUN S89°53'51"E, LEAVING SAID EAST RIGHT-OF-WAY LINE, 1,190.25 FEET TO THE POINT OF BEGINNING. CONTAINING 34.41 ACRES± AND LYING IN SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA. **LANDS OF THE FAIRHOPE SINGLE TAX CORPORATION.**

46-01-02-0-000-001-510

AND

COMMENCE AT THE NORTHWEST (NW) CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA, AND RUN THENCE SOUTH 00° 07' WEST, ALONG SAID SECTION LINE, A DISTANCE OF 2004.7 FEET TO A POINT; THENCE RUN NORTH 89° 52' EAST, A DISTANCE OF 165.98 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181 FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 52' EAST, A DISTANCE OF 149.02 FEET TO A POINT; THENCE RUN SOUTH 02° 04' EAST, A DISTANCE OF 181.09 FEET TO A POINT; THENCE RUN SOUTH 89° 52' WEST, A DISTANCE OF 195.91 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY; THENCE RUN NORTH 00° 15' 37" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 124.83 FEET TO A POINT; THENCE RUN NORTH 45° 12' 00" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 42.49 FEET TO A POINT; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, RUN NORTH 00° 17' 32" EAST, A DISTANCE OF 26.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TRACT CONTAINS 0.73 ACRES, MORE OF LESS, AND LIES IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA. **LANDS OF THE FAIRHOPE SINGLE TAX CORPORATION.**

46-01-02-0-000-001.509

EXHIBIT B

INITIAL OFFICERS OF THE COMPANY

1. Kenneth M. Kleban, President
2. Scott Delaney, Vice President
3. Evan Kleban, Secretary
4. Michael Delaney, Treasurer

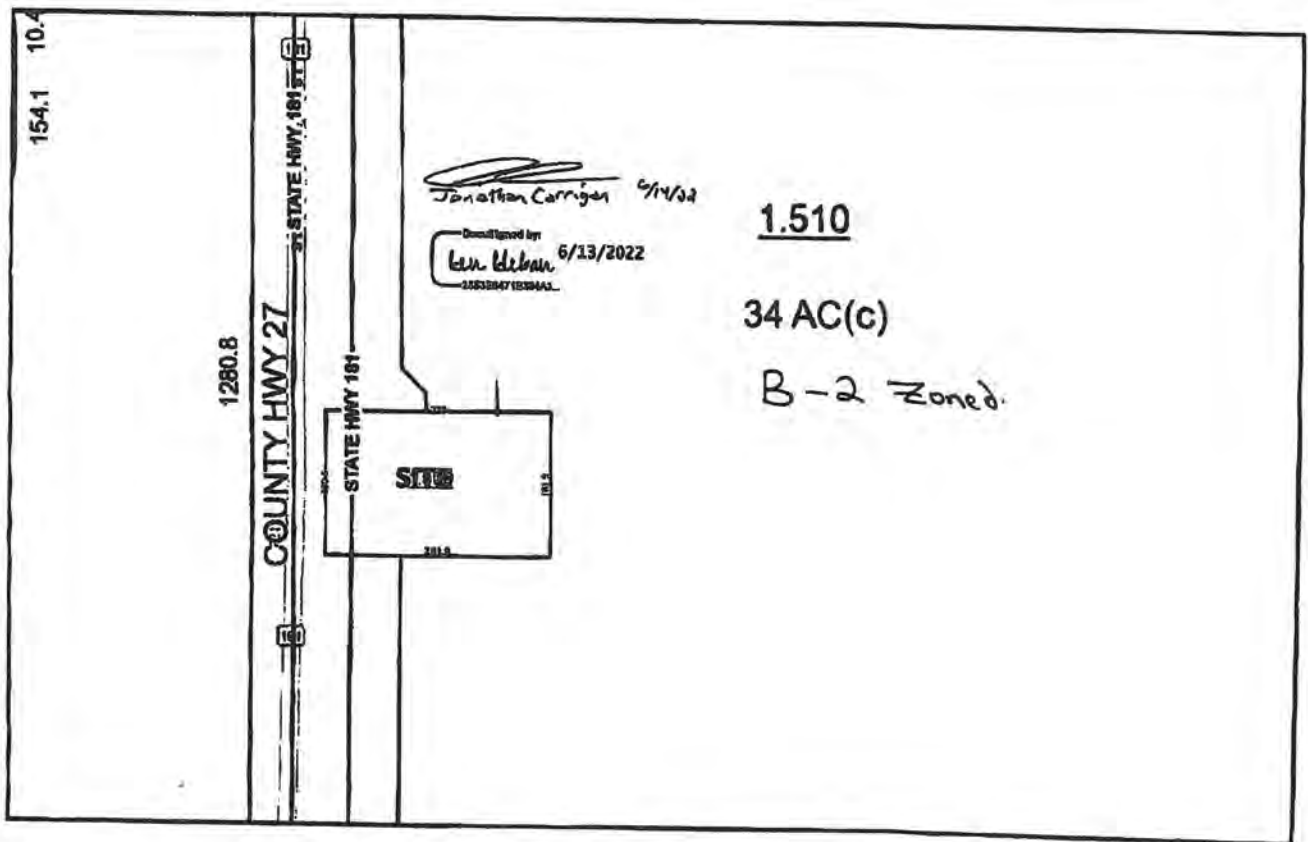
Exhibit B - Operating Agreement – Encounter Development, LLC

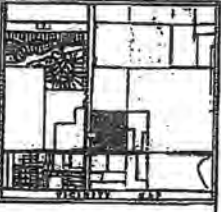
EXHIBIT C

PROPERTY

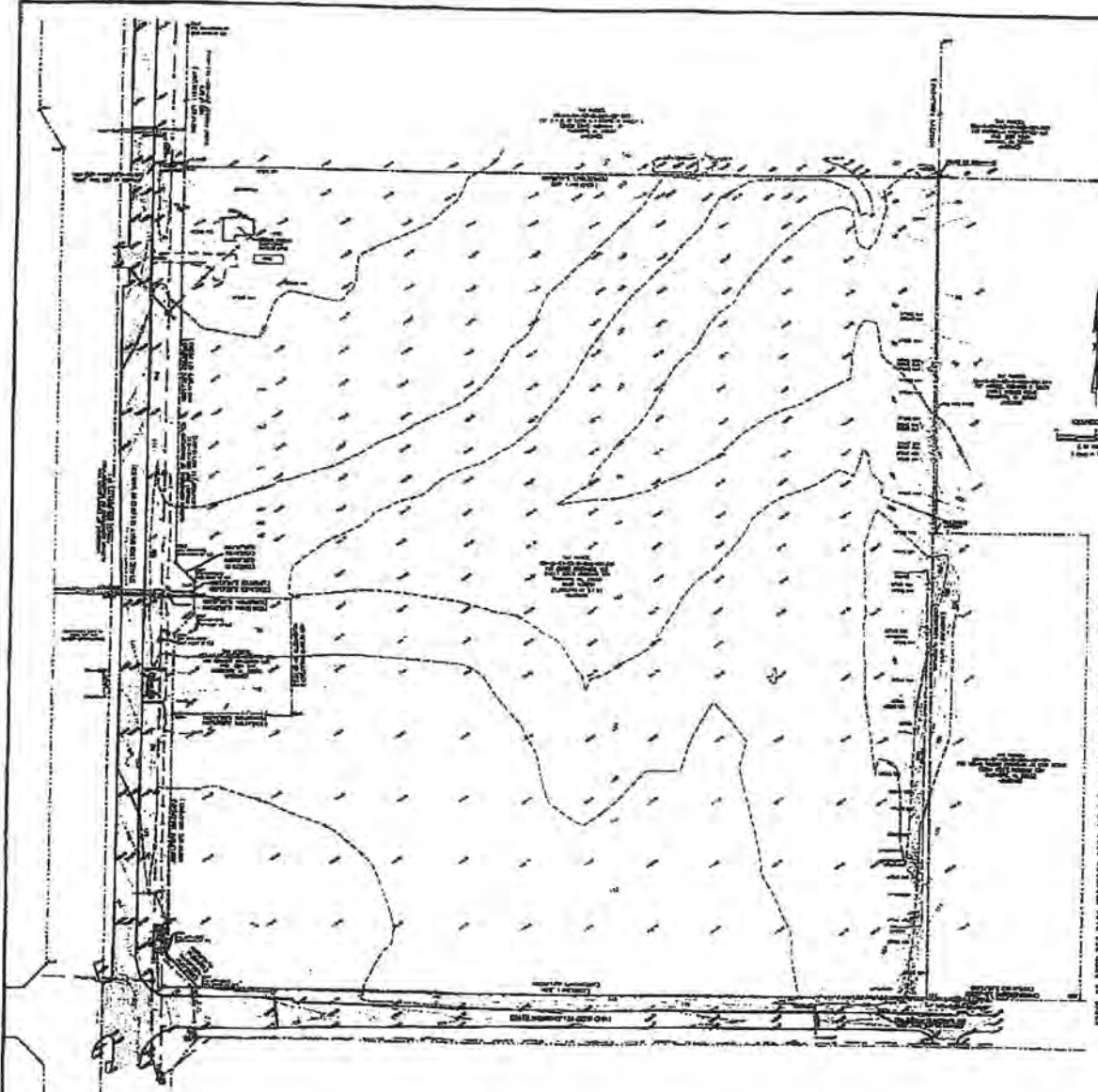
Commence at the Northeast corner of the SW 1/4 of the SW 1/4 of Section 2, Township 6 South, Range 2 East, Saint Stephens Meridian for a POINT OF BEGINNING; thence run W, along the North line of the SW 1/4 of the SW 1/4 of said Section 2 for 1,198 feet, more or less, to a point on the East Right of Way of Alabama Highway 181; thence run S 00°17'55" West for 621.75 feet; thence continuing along said Right of Way, run S 44°42'28" E for 42.43 feet; thence continuing along said Right of Way, run S 00°17'32" W for 23.71 feet to a point on the North line of a parcel leased to Colony Fence Company; thence run N 89°52' E, along Colony Fence parcel, for 149.02 feet, more or less; thence run S 02°04' E, continuing along Colony Fence parcel, for 181.09 feet; thence continuing along Colony Fence parcel run S 89°52' W for 185.91 feet, more or less, to a point on the East right of way of said Alabama Highway 181; thence run along said right of way S 00°17'32" W, for 380.07 feet; thence continuing along said right of way run S 43°51'20" E for 71.63 feet to a point on the N right of way of Alabama Highway No. 104; thence run E, along the N right of way of Alabama Highway 104, for 1,173 feet, more or less; thence run N along the E line of the SW 1/4 of the SW 1/4 of said Section 2 for 1,292 feet, more or less to the P.O.B. Tract lies in Section 2, T6S, R2E, Baldwin County, Alabama, lands of the Fairhope Single Tax Corporation.

EXHIBIT





- LEGEND**
- 1. Dotted line: Survey boundary
 - 2. Solid line: Property boundary
 - 3. Dashed line: Utility line
 - 4. Diagonal line: Contour line
 - 5. Cross-hatch pattern: Unimproved land
 - 6. Solid black: Building
 - 7. Solid grey: Paved area
 - 8. Dotted pattern: Wetland
 - 9. Diagonal line (other): Easement
 - 10. Solid line (other): Right-of-way



DESCRIPTION

A large rectangular plot of land containing several smaller parcels and utility lines. The map shows contour lines indicating the terrain's elevation. The survey is bounded by a solid line, with a dotted line representing the original survey boundary. The area contains various structures, paved areas, and unimproved land. The map is annotated with numerous survey measurements and bearings.

NOTES

- The survey was conducted on 08/15/10 at 10:00 AM.
- The survey was conducted by the undersigned.
- The survey was conducted in accordance with the Surveying Act of 1982.
- The survey was conducted in accordance with the Surveying Act of 1982.
- The survey was conducted in accordance with the Surveying Act of 1982.
- The survey was conducted in accordance with the Surveying Act of 1982.

STATEMENTS

I, the undersigned, being a duly qualified and licensed Professional Land Surveyor, do hereby certify that the above is a true and correct copy of the original survey as shown to me by the client.

DEED

A large rectangular plot of land containing several smaller parcels and utility lines. The map shows contour lines indicating the terrain's elevation. The survey is bounded by a solid line, with a dotted line representing the original survey boundary. The area contains various structures, paved areas, and unimproved land. The map is annotated with numerous survey measurements and bearings.

NO. 1	ACRES	0.17
NO. 2	ACRES	0.17
NO. 3	ACRES	0.17
NO. 4	ACRES	0.17

ALTAIR'S LAND TITLE SURVEY
22148 STATE HIGHWAY 181
RICHARDSON, TX.



DATE	08/15/10
SCALE	AS SHOWN
DRAWN BY	ALTAIR
CHECKED BY	ALTAIR

Legal Description of the property.

COMMENCE AT THE NORTHWEST (NW) CORNER OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 EAST, ST. STEPHENS MERIDIAN, BALDWIN COUNTY, ALABAMA, AND RUN THENCE SOUTH 00° 07' WEST, ALONG SAID SECTION LINE, A DISTANCE OF 2004.7 FEET TO A POINT; THENCE RUN NORTH 89° 52' EAST, A DISTANCE OF 165.98 FEET TO A POINT ON THE EAST RIGHT-OF-WAY OF ALABAMA STATE HIGHWAY NO. 181 FOR A POINT OF BEGINNING; THENCE CONTINUE NORTH 89° 52' EAST, A DISTANCE OF 149.02 FEET TO A POINT; THENCE RUN SOUTH 02° 04' EAST, A DISTANCE OF 181.09 FEET TO A POINT; THENCE RUN SOUTH 89° 52' WEST, A DISTANCE OF 195.91 FEET, MORE OR LESS, TO A POINT ON THE AFOREMENTIONED EAST RIGHT-OF-WAY; THENCE RUN NORTH 00° 15' 37" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 124.83 FEET TO A POINT; THENCE RUN NORTH 45° 12' 00" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 42.49 FEET TO A POINT; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY, RUN NORTH 00° 17' 32" EAST, A DISTANCE OF 26.29 FEET, MORE OR LESS, TO THE POINT OF BEGINNING. TRACT CONTAINS 0.73 ACRES, MORE OR LESS, AND LIES IN THE SOUTHWEST QUARTER (SW ¼) OF THE SOUTHWEST QUARTER (SW ¼) OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA. *LANDS OF THE FAIRHOPE SINGLE TAX CORPORATION.*

46-01-02-0-000-001.509

RESOLUTION NO. _____

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

[1] That the City Council approves the selection of Pyro Productions, Inc. as Professional Consultant for (RFQ PS23-017) the Design and Production of Fireworks Display for 4th of July 2023; and authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 22ND DAY OF MARCH, 2023

Jay Robinson, Council President

Attest:

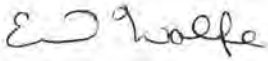
Lisa A. Hanks, MMC
City Clerk



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

Sherry Sullivan
Mayor

From: 
Erin Wolfe, Purchasing Manager

Date: March 8, 2023

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

Re: RFQ PS23-017 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2023

Lisa A. Hanks, MMC
City Clerk

The Director of Community Affairs, Paige Crawford, is requesting the hiring of a professional consultant for RFQ PS23-017 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2023.

Kimberly Creech
City Treasurer

The work to be performed is to design and produce the fireworks show for 4th of July 2023. This professional service will include a lead shooter who shall have an Alabama Pyrotechnic Shooter licenses issued by the State of Alabama's Fire Marshal' office. To obtain this license, one must shoot under an Alabama licensed shooter for six shows and provide verification of experience for each show.

Per the City's "Procedure for Procuring Professional Services for Projects under \$100K, the Director of Community Development and I routed a short list of firms from which the Mayor was to choose, and she selected Pyro Productions Inc. to perform the professional service.

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS23-017 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2023_and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

Enclosure

251-928-2136


Cc: file; Paige Crawford

251-928-6776 Fax
www.fairhopeal.gov



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: March 8, 2023

Re: RFQ PS23-017 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2023

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
Treasurer

The Director of Community Affairs, Paige Crawford, is requesting the hiring of a professional consultant for RFQ PS23-017 Professional Consultant for the Design and Production of Fireworks Display for 4th of July 2023.

Per our Procedure for Procuring Professional Services, Paige Crawford and I are providing a short list of firms for the Mayor to select from for the work.

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

 _____ / / Pyro Productions Inc.

_____ / / None. Submit another list

Cc: file, Paige Crawford, Mayor Sherry Sullivan

61 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of GeoCon Engineering and Testing, Inc. to perform Professional Engineering for Special Inspections and Construction Materials Testing for the Water Treatment Plant No. 3 (RFQ No. PS23-018); and hereby authorizes Mayor Sherry Sullivan to negotiate a fee schedule and establish a not-to-exceed limit with this firm.

DULY ADOPTED THIS 22ND DAY OF MARCH, 2023

Jay Robinson, Council President


Attest:

Lisa A. Hanks, MMC
City Clerk



MEMO

To: Lisa A Hanks, MMC, City Clerk
Kimberly Creech, City Treasurer

From: 
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

Date: March 14, 2023

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

Re: **RFQ PS23-018 Water Treatment Plant No. 3 Special Inspections and Construction Materials Testing**

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

The Water/Wastewater Department needs to hire a professional engineer for **RFQ PS23-018 Water Treatment Plant No. 3 Special Inspections and Construction Materials Testing**.

The work to be performed is to professional engineering associated with the testing and special inspection services to cover the structural elements as follows:

- Earthwork monitoring, proof-roll observations, and soil compaction/density testing
- Footing/slab observation and inspections – to include reinforcing steel (rebar) placement inspections and soil bearing capacity testing
- Cast in-place concrete – to include slump, air content, concrete temperature, and compressive strength testing. Testing for this section includes all structural concrete components (footings, slabs, and walls)
- Masonry testing and inspections, including rebar placement inspections
- Structural steel inspections, including AWS welding and bolt torque inspections
- Pavement improvements, base compaction, asphalt pavement, concrete paving, concrete curb testing

Mayor Sullivan was provided a list of firms to select from for the work and chose GeoCon Engineering & Materials Testing, Inc. to perform the professional service.

Please place on the next available City Council Agenda this request for City Council to approve the selection by the Mayor for RFQ PS23-018 Water Treatment Plant No. 3 Special Inspections and Construction Materials Testing and allow the Mayor to negotiate the not-to-exceed fee to be approved by Council.

161 North Section Street
PO Drawer 429
Fairhope, Alabama 36533

251-928-2136

251-928-6776 Fax
www.fairhopeal.gov

Enclosure

Cc: file; Jason Langley



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: Erin Wolfe
Erin Wolfe, Purchasing Manager

Date: March 14, 2023

Re: RFQ PS23-018 Water Treatment Plant No. 3 Special Inspections and Construction Materials Testing

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
Treasurer

The Water/Wastewater Superintendent, Jason Langley, is requesting the hiring of a professional engineer for **RFQ PS23-018 Water Treatment Plant No. 3 Special Inspections and Construction Materials Testing**.

Per our Procedure for Procuring Professional Services, Jason Langley and I are providing firms for the Mayor to select from for the work.

The work to be performed is to professional engineering associated with the testing and special inspection services to cover the structural elements as follows:

- Earthwork monitoring, proof-roll observations, and soil compaction/density testing
- Footing/slab observation and inspections – to include reinforcing steel (rebar) placement inspections and soil bearing capacity testing
- Cast in-place concrete – to include slump, air content, concrete temperature, and compressive strength testing. Testing for this section includes all structural concrete components (footings, slabs, and walls)
- Masonry testing and inspections, including rebar placement inspections
- Structural steel inspections, including AWS welding and bolt torque inspections
- Pavement improvements, base compaction, asphalt pavement, concrete paving, concrete curb testing

Please move this procurement of professional services forward to the Mayor for the selection of a professional service provider.

The short list is:

GeoCon ___/___/___ GeoCon Engineering & Materials Testing, Inc.

_____ ___/___/___ None. Submit another list

61 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)

Cc: file, Jason Langley, Mayor Sherry Sullivan

RESOLUTION NO. _____

WHEREAS, the Owners of Overland Townhomes desire to have the portions of Fairhope water and sewer system utilities dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Instrument Number 2050439 , and as shown on Exhibit A “Utility Easement” attached hereto be accepted for maintenance by the City of Fairhope, Alabama, and;

WHEREAS, the City of Fairhope, Alabama, has received notice from the engineers of the project that the design and capacity of the water and sewer system utilities have been designed in conformance with City requirements, and;

WHEREAS, the Water and Sewer Superintendent has indicated that the water and sewer system utilities meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of Overland Townhomes, maintenance bonds for the water and sewer system utilities constructed for a period of two (2) years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for Overland Townhomes are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and 68V Overland Villas, LLC (the “Subdivider”).

BE IT FURTHER RESOLVED this resolution of acceptance shall not obligate the City of Fairhope to maintain any utilities outside the limits of the attached Exhibit A in any of these developments.

Adopted this 22nd day of March, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk



06-04-04-00000117
 8511 WOODHOLM ST
 FARMINGTON AL 36824
 FARMINGTON
 8511 WOODHOLM ST
 FARMINGTON AL 36824
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 8511 WOODHOLM ST
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 FARMINGTON

06-04-04-00000118
 8511 WOODHOLM ST
 FARMINGTON AL 36824
 FARMINGTON
 8511 WOODHOLM ST
 FARMINGTON AL 36824
 FARMINGTON

BALDWIN CO HWY #8 (I-65 FAIRHOPE AVE)
 80 FT ROW

UTILITY PLAN LEGEND	
	EXISTING GAS
	PROPOSED GAS
	EXISTING WATER
	PROPOSED WATER
	EXISTING SEWER
	PROPOSED SEWER
	MANHOLE
	VALVE
	SANITARY SEWER STOP
	CLEAN OUT
	FIRE DEPARTMENT CONNECTION

SANITARY SEWER LINE A	
STRUCTURE	DETAILS
MANHOLE	8511-8472
MANHOLE	8511-8473
MANHOLE	8511-8474
MANHOLE	8511-8475
MANHOLE	8511-8476
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MANHOLE	8511-8600



EX. A
 SHEET



Overland Townhomes
 Fairhope, Alabama 36532

UTILITY EXHIBIT



DATE	REVISION

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER
PB125677-00154

The **PRINCIPAL** *(Name and address of Subdivider as appear in the Construction Contract)*

68V Overland Villas, LLC
707 Belrose Avenue
Daphne, AL 36526

The **SURETY** *(Name and Principal Place of Business)*

Philadelphia Indemnity Insurance Company
223 S. West Street, STE 900
Raleigh, NC 27603
508-341-1500

The **CITY** City of Fairhope, Alabama
 Attn: Planning and Zoning Director
 555 South Section Street
 Fairhope, Alabama 36532

The **PENAL SUM** of this Bond: TWENTY-TWO THOUSAND NINE HUNDRED SIX AND 20/100 DOLLARS (\$22,906.20).

Name and date of the **CONTRACT**: Maintenance and Guaranty Agreement dated ___ day of _____, 202__

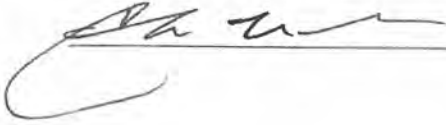
The **PROJECT**: Overland Townhomes the water and sewer utilities for the Overland Townhomes

1. **WE, THE PRINCIPAL (hereinafter "Subdivider") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Contract, which is incorporated herein by reference. If the Subdivider performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
2. Whenever the Subdivider fails to perform any term or condition or other obligation of the Contract, the City, acting through any agent of the City, shall have the right to give the Subdivider and the Surety, at their addresses stated above, a written Notice to Default.

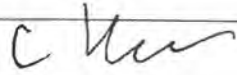
3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:
 - (a) Immediately take charge of the work required of the Subdivider by the Contract (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Subdivider under the Contract. The presence or possibility of a claim by the Surety against the Subdivider shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
 - (a) the cost of completing the Subdivider's responsibilities under the Contract, including correction of any defective work thereunder;
 - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
 - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
 - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.
6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

SIGNED AND SEALED this 6th day of February, 2023.

ATTEST:



Countersigned by
Alabama Resident Agent for Surety:

By _____

Charlie Dodson
Name

26041 Predazzer Lane, Suite C Daphne, AL 36526
Address

SUBDIVIDER as PRINCIPAL:

68V Overland Villas, LLC

By _____

NATHAN L. COX, Authorized Signatory
Name and Title

SURETY:

Philadelphia Indemnity Insurance Company

By _____

Michael Quarella / Attorney-in-Fact
Name and Title

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Danny Quarella and Michael Quarella of Vigilant Insurance Partners Raleigh NC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$50,000,000**.

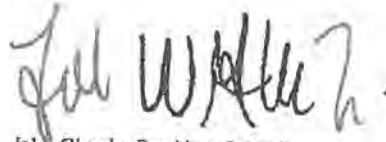
This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

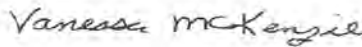
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

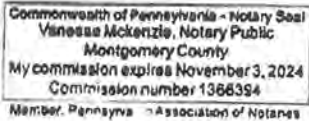
(Seal)


John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:





residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 19th day of December, 2022


Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

MAINTENANCE BOND ESTIMATE
OVERLAND TOWNHOMES
PROJECT # 20210983
16 UNITS

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
WATER					
300.00	12" HDPE ENCASEMENT PIPE, DIRECTIONAL BORE INSTALLATION (FOR 8" CARRIER PIPE)	LF	45	\$ 150.00	\$ 6,750.00
301.00	8" PVC WATER MAIN	LF	285	\$ 40.00	\$ 11,400.00
302.00	12" X 8" M.J. TAPPING SLEEVE & VALVE ASSEMBLY	EA	1	\$ 5,250.00	\$ 5,250.00
303.00	8" M.J. 90 DEGREE BEND	EA	1	\$ 575.00	\$ 575.00
304.00	CONNECTION TO EXISTING WATER MAIN	EA	1	\$ 2,500.00	\$ 2,500.00
305.00	WATER SERVICE	EA	16	\$ 950.00	\$ 15,200.00
306.00	IRRIGATION SERVICE	EA	1	\$ 1,320.00	\$ 1,320.00
307.00	FIRE HYDRANT ASSEMBLY (INCLUDES TEE, VALVE & HYDRANT)	EA	1	\$ 5,000.00	\$ 5,000.00
TOTAL FOR WATER					\$ 47,995.00
SEWER					
400.00	8" PVC GRAVITY SEWER MAIN 6' - 8' CUT	LF	198	\$ 53.00	\$ 10,494.00
401.00	PRECAST CONCRETE MANHOLE 4' - 6'	EA	1	\$ 3,820.00	\$ 3,820.00
402.00	PRECAST CONCRETE DOGHOUSE MANHOLE, 6' - 8'	EA	1	\$ 7,045.00	\$ 7,045.00
403.00	SEWER LATERAL - 6" (GRAVITY)	EA	4	\$ 1,750.00	\$ 7,000.00
TOTAL FOR SEWER					\$ 28,359.00
GRAND TOTAL					\$ 76,354.00
TOTAL MAINTENANCE BOND ESTIMATE (2 YEARS @ 30%)					\$ 22,906.20

A handwritten signature in black ink is written over a circular stamp. The stamp contains some illegible text, possibly a company name or project reference. The signature is written in a cursive style.

MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between 68V Overland Villas, LLC (the "Subdivider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Subdivider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties"), on the following recitals, terms, and conditions:

WHEREAS, the Subdivider is the developer of Overland Townhomes (the "Subdivision"), which Subdivision is recorded as Instrument Number _____ in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, it is contemplated that prior to the City accepting for maintenance those certain items set forth on Exhibit "A" attached hereto (the "Improvements"), the Subdivider will be responsible for maintaining the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined), and that the Improvements will be free from defects arising during the Maintenance Period, or thereafter in certain circumstances as specified in this this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.
2. Maintenance and Guaranty of Improvements. The Subdivider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Subdivider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period, and thereafter as specified below. In the event any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") arises, in whole or in part, during the Maintenance Period, the Subdivider shall be responsible correcting the same. During the Maintenance Period the Subdivider shall monitor and inspect the Improvements and shall remedy any Defect of which it in any manner becomes aware within ten days of becoming so aware, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. Not less than 30 days or more than 60 days before expiration of the Maintenance Period the Subdivider shall schedule with the City's Building Official, or his designee, a joint inspection of the Improvements by the Subdivider and City. The City will give the Subdivider a Notice of Defects identified as a result of such inspection within 15 days of the inspection. Any and all Defect(s) so identified by the City shall be remedied by the Subdivider within ten days of the Notice of Defects, except that in the event a Defect is not capable of being remedied within said ten-day period, the Subdivider

shall have such time as is reasonably necessary to remedy such Defect so long as the Subdivider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. However, any and all Defects identified by the City shall be completely remedied, to the complete satisfaction of the City, prior to acceptance of the Improvements by the City. Additionally, in the event other Defects arise after expiration of the Maintenance Period, but prior to all Defects identified by the City in the Notice of Defects being completely remedied by the Subdivider, the Subdivider shall be responsible for remedying such other Defect(s), in like manner as set forth above, prior to the City accepting the Improvements. It is the intent of this Agreement that there be no Defect(s) in the Improvements at the time the City accepts the same.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Subdivider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$22,906.20. In the event the foregoing condition precedent is not satisfied within Thirty (30) days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon expiration of the Maintenance Period, and provided that the Subdivider has fully performed under this Agreement, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Subdivider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Subdivider (a "Notice of Default"). If the Subdivider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Subdivider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Subdivider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Subdivider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Subdivider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any

regulation of any governmental body having jurisdiction over the Subdivision or the Subdivider with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Subdivider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Subdivider represents and warrants to the City that the Subdivider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Subdivider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Subdivider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Subdivider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Subdivider herein.

9. No Assignment. The Subdivider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Subdivider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Subdivider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Subdivider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.


16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

18. Effective Date. As used herein, the term "Effective Date" means the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

68V Overland Villas, LLC

By: 
Name: Nathan Cox
As Its: Manager
Date: 12/20/22

THE CITY OF FAIRHOPE, ALABAMA

By: _____
As Its Mayor
Date: _____

ATTEST:

, City Clerk

EXHIBIT "A"
The Improvements

ITEM	DESCRIPTION	UNIT	QTY.	UNIT PRICE	AMOUNT
WATER					
300.00	12" HDPE ENCASMENT PIPE, DIRECTIONAL BORE INSTALLATION (FOR 8" CARRIER PIPE)	LF	45	\$ 150.00	\$ 6,750.00
301.00	6" PVC WATER MAIN	LB	285	\$ 40.00	\$ 11,400.00
302.00	12" X 8" M.J. TAPPING SLEEVE & VALVE ASSEMBLY	EA	4	\$ 5,250.00	\$ 5,250.00
303.00	8" M.J. 90 DEGREE BEND	EA	1	\$ 575.00	\$ 575.00
304.00	CONNECTION TO EXISTING WATER MAIN	EA	1	\$ 2,300.00	\$ 2,300.00
305.00	WATER SERVICE	EA	16	\$ 950.00	\$ 15,200.00
306.00	IRRIGATION SERVICE	EA	11	\$ 1,320.00	\$ 14,520.00
307.00	FIRE HYDRANT ASSEMBLY (INCL/DES TEE, VALVE & HYDRANT)	EA	1	\$ 5,000.00	\$ 5,000.00
	TOTAL FOR WATER				\$ 47,995.00
SEWER					
400.00	8" PVC GRAVITY SEWER MAIN 6' - 8' CUT	LF	199	\$ 51.00	\$ 10,149.00
401.00	PRECAST CONCRETE MANHOLE 4' - 6'	EA	1	\$ 3,820.00	\$ 3,820.00
402.00	PRECAST CONCRETE DOGHOUSE MANHOLE 4' - 3'	EA	1	\$ 7,045.00	\$ 7,045.00
403.00	SEWER LATERAL - 6" (GRAVITY)	EA	4	\$ 1,750.00	\$ 7,000.00
	TOTAL FOR SEWER				\$ 28,389.00
	GRAND TOTAL				\$ 76,354.00
	TOTAL MAINTENANCE BOND ESTIMATE (2 YEARS @ 30%)				\$ 22,906.20

A handwritten signature in black ink is written over a circular official stamp. The signature is cursive and appears to read 'J. H. ...'. The stamp is partially obscured by the signature.

RESOLUTION NO. _____

WHEREAS, the Owners of North Hills Phase 2 desire to have all public streets and public right-of-ways dedicated on the plat filed for record in the Probate Records of Baldwin County, Alabama, on Slide 2875-C, and all Fairhope public utilities located in public right-of-ways accepted for maintenance by the City of Fairhope, Alabama, and;

WHEREAS, the City of Fairhope, Alabama, has received notice from the engineers of the project that the design and capacity of the public improvements have been designed in conformance with City requirements, and;

WHEREAS, the Public Works Director has indicated that the improvements meet City requirements, and;

WHEREAS, the City of Fairhope, Alabama, has received from the owners of North Hills Phase 2, maintenance bonds for the public improvements constructed for a period of 2 years, and;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAIRHOPE, ALABAMA that the public improvements indicated herein for North Hills Phase 2 are hereby accepted for public maintenance subject to the bond posted; and authorizes Mayor Sherry Sullivan to execute the Maintenance and Guaranty Agreement between the City of Fairhope and NORTH HILLS AT FAIRHOPE LLC (the “Subdivider”).

BE IT FURTHER RESOLVED this resolution of acceptance shall not obligate the City of Fairhope to maintain any utility or drainage facilities outside the limits of the right-of-way of the public streets, or any irrigation systems installed within the right-of-way of public streets, whether or not such may be located within dedicated easements in any of these developments.

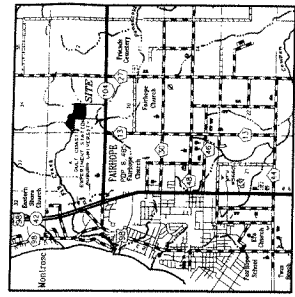
Adopted this 22nd day of March, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

PROPERTY IS LOCATED IN SECTION 1, TOWNSHIP 6 SOUTH, RANGE 2 EAST, BALDWIN COUNTY, ALABAMA



VICINITY MAP
1" = 1 MILE

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (SEWER)

[Signature]
City Engineer

CERTIFICATE OF APPROVAL BY TELEPHONE (A.B.T.)

[Signature]
City Engineer

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (WATER)

[Signature]
City Engineer

CERTIFICATE OF APPROVAL BY THE CITY OF FAIRHOPE (GAS)

[Signature]
City Engineer

CERTIFICATE OF APPROVAL BY BALDWIN COUNTY (ELECTRIC)

[Signature]
County Engineer

SURVEYOR'S NOTES:

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES SET FORTH IN THE ALABAMA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
2. THE SURVEY WAS CONDUCTED ON THE DATE INDICATED ON THIS CERTIFICATE.
3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND HIS ASSISTANTS.
4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES SET FORTH IN THE ALABAMA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
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10. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES SET FORTH IN THE ALABAMA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.

FOOD CERTIFICATE:

[Signature]
City Engineer

SURVEYOR'S CERTIFICATE:

I, the undersigned, being a duly licensed Surveyor in the State of Alabama, do hereby certify that the foregoing is a true and correct copy of the original field notes and computations on which this map is based, and that the same have been carefully examined and found to be correct.



[Signature]
Surveyor

NORTH HILLS AT FAIRHOPE PHASE TWO

(A RE-PLAT OF A PORTION OF LOT 1, GOODRICH-104 SUBDIVISION)
FINAL PLAT
JANUARY 23, 2003 - SHEET 1 OF 1
BOUNDARY SURVEY AND PLAT OF SUBDIVISION

DESIGN	JNE	DRAWN	A.E.F.	CHKD.	V.L.G.
ENG.	JNE	SURVEYOR	V.L.G.	PROJ. MGR.	JNE
SCALE	1" = 100'				
PROJ. NO.	50103833				
FILE	50103833 PH. 2				
SHEET	1				



Dewberry
1200 WATERBURY DRIVE, SUITE 100
FAIRHOPE, ALABAMA 36525
www.dewberry.com

GENERAL NOTES:

1. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES SET FORTH IN THE ALABAMA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
2. THE SURVEY WAS CONDUCTED ON THE DATE INDICATED ON THIS CERTIFICATE.
3. THE SURVEY WAS CONDUCTED BY THE SURVEYOR AND HIS ASSISTANTS.
4. THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE STANDARDS AND PRACTICES SET FORTH IN THE ALABAMA SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING.
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**THE WATERS AT FAIRHOPE
RECORDED ON SLIDE 2140 A-E**

[Signature]
City Engineer

[Signature]
County Engineer

[Signature]
City Engineer

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City Engineer

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City Engineer

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City Engineer

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City Engineer

[Signature]
City Engineer

[Signature]
City Engineer

[Signature]
City Engineer

[Signature]
City Engineer

CERTIFICATE OF OWNERS ACCEPTANCE

[Signature]
Owner

CERTIFICATE OF NOTARY PUBLIC

[Signature]
Notary Public

ENGINEER'S CERTIFICATE

[Signature]
Engineer

CERTIFICATE OF APPROVAL BY THE FAIRHOPE PLANNING COMMISSION

[Signature]
Commissioner

ENGINEER'S CERTIFICATE

[Signature]
Engineer

CERTIFICATE OF OWNERS ACCEPTANCE

[Signature]
Owner

CERTIFICATE OF NOTARY PUBLIC

[Signature]
Notary Public

MAINTENANCE BOND

USE BLACK INK ONLY

SURETY'S BOND NUMBER
TO BE DETERMINED

The **PRINCIPAL** (Name and address of Subdivider as appear in the Construction Contract)

North Hills At Fairhope, LLC.
24190 US Hwy 98
Fairhope, AL 36532

The **SURETY** (Name and Principal Place of Business)

Lexon Insurance Company
A Corporation of the State of Texas

The **CITY** City of Fairhope, Alabama
Attn: Planning and Zoning Director
555 South Section Street
Fairhope, Alabama 36532

The **PENAL SUM** of this Bond: Six Hundred Eighteen Thousand,
One Hundred Seventy Two and 38/100 Dollars
(\$618,172.38).

Name and date of the **CONTRACT**: Maintenance and Guaranty Agreement dated
 , 202

The **PROJECT**: North Hills At Fairhope Subdivision - Phase 2

-
1. **WE, THE PRINCIPAL (hereinafter "Subdivider") AND THE SURETY**, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the City in the Penal Sum stated above for the performance of the Contract, which is incorporated herein by reference. If the Subdivider performs the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.
 2. Whenever the Subdivider fails to perform any term or condition or other obligation of the Contract, the City, acting through any agent of the City, shall have the right to give the Subdivider and the Surety, at their addresses stated above, a written Notice to Default.
 3. The Surety's obligation under this Bond becomes effective after the Surety's receipt of a Notice of Default. Upon the Surety's receipt of a Notice of Default, the Surety shall, at its expense:

- (a) Immediately take charge of the work required of the Subdivider by the Contract (the "Work") and be responsible for the safety, security, and protection of the Work, including materials and equipment stored on and off the Project site, and
 - (b) Within fourteen (14) days after the Surety's receipt of the Notice of Default, proceed, or provide the City with written verification that satisfactory positive action is in process to facilitate proceeding promptly, to complete the Work in accordance with the Contract, either with the Surety's resources or through a contract between the Surety and a qualified contractor to whom the City has no reasonable objection.
4. The Surety shall neither require, nor be entitled to, any agreements or conditions other than those of this Bond and the Contract. In taking charge of and completing the Work, the Surety shall assume all rights and obligations of the Subdivider under the Contract. The presence or possibility of a claim by the Surety against the Subdivider shall not be just cause for the Surety to fail or refuse to promptly take charge of and complete the Work.
5. Nothing contained in this Bond shall be construed to mean that the Surety shall be liable to the City for an amount exceeding the Penal Sum of this Bond, except in the event that the Surety should be in default under the Bond by failing or refusing to take charge of and complete the Work pursuant to Paragraph 3. If the Surety should fail or refuse to take charge of and complete the Work, the City shall have the authority to take charge of and complete the Work, or have it completed, and the following costs to the City shall be recoverable under this Bond:
- (a) the cost of completing the Subdivider's responsibilities under the Contract, including correction of any defective work thereunder;
 - (b) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to completing the Work;
 - (c) interest on, and the cost of obtaining, funds to necessary to cover the costs of completing the Work; and
 - (d) additional design, engineering, managerial, and administrative services, and reasonable attorneys' fees incident to ascertaining and collecting the City's losses under the Bond.
6. This Bond and the rights and duties of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Alabama without regard to its conflicts of law principles.

[Remainder of Page Intentionally Left Blank]

SIGNED AND SEALED this _____ day of _____, 202__.

ATTEST:

SUBDIVIDER as PRINCIPAL:

North Hills At Fairhope, LLC.

By _____

Name and Title

Countersigned by
Alabama Resident Agent for Surety:

By _____

Alabama Resident Agent is The Attorney In Fact
Name

P.O. Box 507, Montrose, AL 36559
Address

SURETY:

Lexon Insurance Company

By _____

John T. Thomas, Jr., Attorney In Fact
Name and Title

POWER OF ATTORNEY

Lexon Insurance Company

LX 130145
to be determined

KNOW ALL MEN BY THESE PRESENTS, that LEXON INSURANCE COMPANY, a Texas Corporation, with its principal office in Louisville, Kentucky, does hereby constitute and appoint:

John T. Thomas Jr., Jim E. Mabrey, Maria Antoinette Davison

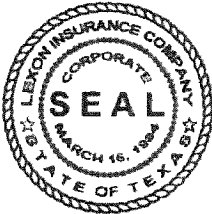
its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of LEXON INSURANCE COMPANY on the 1st day of July, 2003 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed \$ 2,500,000.00. Two-million five hundred thousand dollars, which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, LEXON INSURANCE COMPANY has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 21st day of September, 2009.



LEXON INSURANCE COMPANY

BY [Signature]
David E. Campbell
President

ACKNOWLEDGEMENT

On this 21st day of September, 2009, before me, personally came David E. Campbell to me known, who be duly sworn, did depose and say that he is the President of LEXON INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



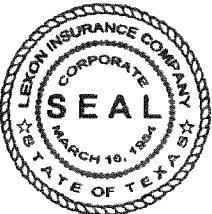
AMY L. TAYLOR
Notary Public- State of Tennessee
Davidson County
My Commission Expires 01-09-16

BY [Signature]
Amy Taylor
Notary Public

CERTIFICATE

I, the undersigned, Assistant Secretary of LEXON INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the forgoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Seal at Mount Juliet, Tennessee this _____ Day of _____, 20_____.



BY [Signature]
Andrew Smith
Assistant Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties."

NORTH HILLS PH. 2

All roadways, storm drain system, water system and sewer system infrastructure installed within the rights of way within the subdivision, see attached unit price bond estimate.

ITEM NO.	DESCRIPTION	PLAN QTY.	UNIT	UNIT PRICE	CONTRACT AMOUNT
GRADING & DRAINAGE					
1	18" RCP, CL 3, RUBBER GASKET JOINTS	1,713	LF	38.00	65,094.00
2	24" RCP, CL 3, RUBBER GASKET JOINTS	824	LF	43.00	35,432.00
3	30" RCP, CL 3, RUBBER GASKET JOINTS	772	LF	61.00	47,092.00
4	36" RCP, CL 3, RUBBER GASKET JOINTS	394	LF	87.00	34,278.00
5	48" RCP CL 3, RUBBER GASKET JOINTS	48	LF	133.00	6,384.00
6	INLET, TYPE S-1	18	EA	4,700.00	84,600.00
7	INLET, TYPE S-2	7	EA	5,400.00	37,800.00
8	YARD INLET	4	EA	2,900.00	11,600.00
9	GUTTER INLET	10	EA	3,850.00	38,500.00
10	JUNCTION BOX	2	EAE	4,000.00	8,000.00
11	OUTLET WEIR BOX STRUCTURE	1	EA	5,250.00	5,250.00
12	CONCRETE WEIR OVERFLOW STRUCTURE	1	LS	6,140.00	6,140.00
13	CONCRETE SLOPE HEADWALL	1	EA	2,800.00	2,800.00
14	RIP- RAP CLASS 2 W/ FILTER FABRIC	2,000	EA	17,500.00	35,000.00
SUB-TOTAL GRADING & DRAINAGE:					417,970.00
ROADWAYS					
15	TYPE "A", 2'-6" CONCRETE VALLEY GUTTER	8,381	LF	14.50	121,524.50
16	TYPE "E", 2'-0" CONCRETE MOUNTABLE CURB	952	LF	14.50	13,804.00
17	12" BORDER CURB	1,649	LF	13.00	21,437.00
18	18" GRANULAR SAND SUB-BASE	9,448	SY	6.85	64,718.80
19	301-A SAND/CLAY BASE MATERIAL 4" THICK, LOWER COURSE, SECTION 821 GRANULAR SOIL MATERIAL, TYPE "A", 100% COMPACTION AASHTO T-180, METHOD "A".	16,466	SY	2.90	47,751.40
20	301-A SAND/CLAY BASE MATERIAL 4" THICK, UPPER COURSE, SECTION 821 GRANULAR SOIL MATERIAL, TYPE "A", 100% COMPACTION AASHTO T-180, METHOD "A".	12,524	SY	4.50	56,358.00
21	429-A, IMPROVED BITUMINOUS CONCRETE WEARING SURFACE, 1/2" MAX. AGGREGATE SIZE MIX, ESAL RANGE B. (PER SQ. YD), 165 LBS/SY	12,524	SY	9.30	116,473.20
22	CONCRETE SIDEWALK (5'-0" WIDE x 0'-4" THICK) (COMMON AREAS ONLY)	2,624	SY	50.25	131,856.00
23	SIDEWALKS COMPLETE SITE	7,173	LF	35.00	251,055.00
24	HANDICAP RAMPS	20	EA	600.00	12,000.00
25	6 INCH UNDERDRAIN PIPE	100	EA	21.00	2,100.00
26	SPEED HUMP W/ STRIPING	2	EA	2,200.00	4,400.00
27	WETLAND BUFFER SIGNS	34	EA	200.00	6,800.00
28	4" UTILITY SLEEVES	1	EA	400.00	400.00
SUB-TOTAL ROADWAYS:					850,677.90

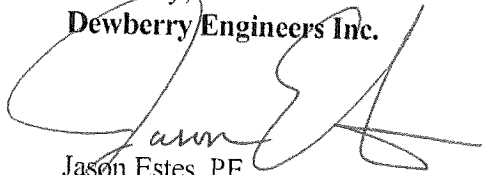
WATER SYSTEM					
29	8" PVC C900				
30	8" X 8" TEE	2,654	LF	30.00	79,620.00
31	8"X 6" TEE	3	LF	835.00	2,505.00
32	8" x 6" REDUCER	3	EA	785.00	2,355.00
33	8" M.J. GATE VALVE	1	EA	545.00	545.00
34	6" PVC C900	4	EA	1,840.00	7,360.00
35	6" DUCTILE IRON WATER MAIN	2,254	EA	20.25	45,643.50
36	6" M.J. GATE VALVE	18	EA	37.40	673.20
37	6" DI. 90ø BEND	4	EA	1,360.00	5,440.00
38	6" DI. 45ø BEND	1	EA	500.00	500.00
39	6" DI. 22.5ø BEND	2	EA	500.00	1,000.00
40	6" M.J. PLUG	17	LF	500.00	8,500.00
41	WATER SERVICE	1	LF	390.00	390.00
42	FIRE HYDRANT ASSEMBLY (INCL. TEE, VALVE & HYDRANT)	54	EA	835.00	45,090.00
		11	EA	5,200.00	57,200.00
TOTAL WATER SYSTEM:					256,821.70
SEWER SYSTEM					
43	8" PVC GRAVITY SEWER, 0'-4' CUT	141	LF	30.00	4,230.00
44	8" PVC GRAVITY SEWER, 4'-6' CUT	34	LF	30.00	1,020.00
45	8" PVC GRAVITY SEWER, 6'-8' CUT	605	LF	35.00	21,175.00
46	8" PVC GRAVITY SEWER, 8'-10' CUT	661	LF	39.00	25,779.00
47	8" PVC GRAVITY SEWER, 10'-12' CUT	498	LF	43.00	21,414.00
48	8" PVC GRAVITY SEWER, 12'-14' CUT	390	LF	46.00	17,940.00
49	8" C900 GRAVITY SEWER, 6'-8' CUT	34	LF	49.00	1,666.00
50	8" C900 GRAVITY SEWER, 8'-10' CUT	119	LF	53.00	6,307.00
51	8" C900 GRAVITY SEWER, 10'-12' CUT	114	LF	58.00	6,612.00
52	8" C900 GRAVITY SEWER, 12'-14' CUT	398	LF	68.00	27,064.00
53	8" C900 GRAVITY SEWER, 14'-16' CUT	277	LF	69.00	19,113.00
54	8" C900 GRAVITY SEWER, 16'-18' CUT	319	LF	75.00	23,925.00
55	8" C900 GRAVITY SEWER, 18'-20' CUT	181	LF	85.00	15,385.00
56	8" C900 GRAVITY SEWER, 20'-22' CUT	301	LF	91.00	27,391.00
57	PRECAST CONCRETE MANHOLE, 4'-6' DEPTH	3	EA	3,760.00	11,280.00
58	PRECAST CONCRETE MANHOLE, 6'-8' DEPTH	7	EA	4,175.00	29,225.00
59	PRECAST CONCRETE MANHOLE, 8'-10' DEPTH	2	EA	4,560.00	9,120.00
60	PRECAST CONCRETE MANHOLE, 10'-12' DEPTH	3	EA	5,200.00	15,600.00
61	PRECAST CONCRETE MANHOLE, 12'-14' DEPTH	2	EA	6,275.00	12,550.00
62	PRECAST CONCRETE MANHOLE, 16'-18' DEPTH	1	EA	8,700.00	8,700.00
63	PRECAST CONCRETE MANHOLE, 18'-20' DEPTH	1		9,300.00	9,300.00
64	PRECAST CONCRETE MANHOLE, 20'-22' DEPTH	1		9,640.00	9,640.00
65	4" SEWER FORCE MAIN	2,039	LF	12.00	24,468.00
66	4" M.J. 90	1	EA	550.00	550.00
67	4" MJ 45	3		550.00	1,650.00
68	LIFT STATION	1	EA	118,921.00	118,921.00
69	POLYURETHANE LINER	1	LF	3,250.00	3,250.00
70	SEWER LATERAL	52	EA	915.00	47,580.00

71	CRUSHED AGGREGATE BEDDING	150	LF	50.00	7,500.00
72	BORROW EXCAVATION SAND BACKFILL	500	CY	13.50	6,750.00
TOTAL SEWER SYSTEM:					535,105.00
TOTAL :					2,080,574.60

I certify the above estimate to be true and correct to the best of my knowledge.

The City of Fairhope requires a 2 year maintenance bond at 30% = **\$ 618,172.38.**

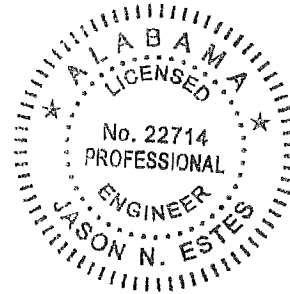
Sincerely,
Dewberry Engineers Inc.



Jason Estes, PE
 Associate Vice President
 Business Unit Manager

SEAL

JE/db



MAINTENANCE AND GUARANTY AGREEMENT

THIS MAINTENANCE AND GUARANTY AGREEMENT (this "Agreement") is made and entered into by and between NORTH HILLS AT FAIRHOPE LLC (the "Sub-divider"), and the City of Fairhope, Alabama (the "City of Fairhope") (the "City") (the Sub-divider, and the City are sometimes hereinafter referred to singularly as a "Party" and collectively as the "Parties"), on the following recitals, terms, and conditions:

WHEREAS, the Sub-divider is the developer of NORTH HILLS PH. 2 (the "Subdivision"), which Subdivision is recorded as Instrument Number _____ in the records of the Office of the Judge of Probate of Baldwin County, Alabama;

WHEREAS, it is contemplated that prior to the City accepting for maintenance those certain items set forth on **Exhibit "A"** attached hereto (the "Improvements"), the Sub-divider will be responsible for maintaining the Improvements for a period of two (2) years (the "Maintenance Period") from and after the Effective Date (hereinafter defined), and that the Improvements will be free from defects arising during the Maintenance Period, or thereafter in certain circumstances as specified in this this Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, do hereby covenant and agree as follows:

1. Recitals. The above recitals shall be included as part of this Agreement as necessary contingencies and as if fully set forth herein.

2. Maintenance and Guaranty of Improvements. The Sub-divider shall maintain the Improvements during the Maintenance Period and shall keep the Improvements in good and working order, normal wear and tear excepted. The Sub-divider hereby guarantees and warrants the Improvements and the workmanship associated with the construction and installation of the Improvements until the expiration of the Maintenance Period, and thereafter as specified below. In the event any defect in the Improvements and/or the workmanship associated with the construction and installation of the Improvements (a "Defect") arises, in whole or in part, during the Maintenance Period, the Sub-divider shall be responsible correcting the same. During the Maintenance Period the Sub-divider shall monitor and inspect the Improvements and shall remedy any Defect of which it in any manner becomes aware within ten days of becoming so aware, except that in the event a Defect is not capable of being remedied within said ten-day period, the Sub-divider shall have such time as is reasonably necessary to remedy such Defect so long as the Sub-divider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. Not less than 30 days or more than 60 days before expiration of the Maintenance Period the Sub-divider shall schedule with the City's Building Official, or his designee, a joint inspection of the Improvements by the Sub-divider and City. The City will give the Sub-divider a Notice of Defects identified as a result of such inspection within 15 days of the inspection. Any and all Defect(s) so identified by the City shall be remedied by the Sub-divider within ten days of the Notice of Defects, except that in the event a Defect is not capable of being remedied within said ten-day period, the Sub-divider shall have such time as is reasonably

necessary to remedy such Defect so long as the Sub-divider has commenced its remedial efforts within such ten-day period and pursues completion of such remedial efforts with due diligence. However, any and all Defects identified by the City shall be completely remedied, to the complete satisfaction of the City, prior to acceptance of the Improvements by the City. Additionally, in the event other Defects arise after expiration of the Maintenance Period, but prior to all Defects identified by the City in the Notice of Defects being completely remedied by the Sub-divider, the Sub-divider shall be responsible for remedying such other Defect(s), in like manner as set forth above, prior to the City accepting the Improvements. It is the intent of this Agreement that there be no Defect(s) in the Improvements at the time the City accepts the same.

3. Financial Guaranty of Performance. As a condition to the City agreeing to enter into this Agreement, the Sub-divider shall provide the City with an acceptable surety/financial guarantee of the payment and performance of its obligations hereunder (the "Guaranty"). The Guaranty shall be provided by a surety and shall be in a form that is acceptable to the City in its sole and absolute discretion and shall be in an amount of \$ **618,172.38**. In the event the foregoing condition precedent is not satisfied within _____ () days of the Effective Date, the obligation of the City to accept the Improvements for maintenance under Section 4 hereof shall terminate and be of no further force or effect.

4. City to Accept Improvements for Maintenance. Upon expiration of the Maintenance Period, and provided that the Sub-divider has fully performed under this Agreement, the City shall accept maintenance of the Improvements.

5. Failure to Perform. In the event the Sub-divider shall fail in whole or in part to perform any term, covenant or condition of this Agreement or in the event of a Defect (a "Default"), the City may issue a written notice of default to the Sub-divider (a "Notice of Default"). If the Sub-divider has not cured the Default within ten (10) days of its receipt of the Notice of Default, the City shall have the right to take any or all of the following actions:

- (a) complete/remedy any Default, including, without limitation, the right to cure any Defect, at the sole cost and expense of the Sub-divider;
- (b) call on or otherwise exercise its rights under the Guaranty; and/or
- (c) exercise any other right or remedy available to the City at law or in equity, including the right to pursue and obtain specific performance.

In the event the City exercises any of the foregoing rights and expends any funds in connection therewith, the Sub-divider shall reimburse the City for any such expended funds within ten (10) days of demand for such funds by the City. Any funds not so reimbursed by the Sub-divider within said ten (10) day period shall thereafter accrue interest at the rate of twelve percent (12%) per annum.

6. Legal Compliance. The Sub-divider shall, at its own expense, comply with all applicable laws, ordinances, regulations, rules and orders, whether federal, state or local, or any regulation of any governmental body having jurisdiction over the Subdivision or the Sub-divider

with respect to the maintenance and repair of the Improvements, regardless of when they become effective. The Sub-divider shall not use, nor permit the use of the Improvements for any purpose in violation of such laws, regulations, rules or orders. The Sub-divider represents and warrants to the City that the Sub-divider is acting with full and legal authority with respect to the Improvements.

7. Indemnification. The Sub-divider shall indemnify, defend and hold harmless the City and its affiliates, elected officials, employees, agents, representatives, contractors, subcontractors, licensees and invitees from and against any and all claims, violations of law, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, arising out of or otherwise related to any approval or activity conducted by, or any act or omission of, the Sub-divider made or taken pursuant to this Agreement.

8. Responsibility For Agents. The Sub-divider shall be responsible for compliance by its engineers, architects, contractors, subcontractors, employees, agents, and representatives (collectively, the "Representatives") with the terms of this Agreement and for all acts or omissions by any or all of the Representatives relating to the obligations of the Sub-divider herein.

9. No Assignment. The Sub-divider shall not have the right to assign this Agreement or any rights or obligations hereunder without the City's prior written consent, which consent may be withheld in the sole and absolute discretion of the City. Any attempted assignment shall be void. No assignment shall relieve the Sub-divider of its liabilities and obligations herein.

10. Agency. It is neither the express nor the implied intent of the Parties to create an agency relationship pursuant to this Agreement; therefore, any actions of the Parties shall not be considered or implied to create such agency.

11. No Waiver. The failure of the City to insist upon a strict performance of any of the terms, conditions and covenants herein shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

12. Entire Agreement. This Agreement embodies the entire agreement and understanding of the Parties with respect to the construction of the Improvements and there are no further or prior agreements or understandings, written or oral, in effect between the Parties relating to the subject matter hereof.

13. No Endorsement. The City in no way whatsoever is deemed to have approved, provided, given, or allowed to be given any authorization, endorsement, approval, or consent of the business practices, actions or behavior of the Sub-divider. This Agreement, and/or the procedures approving the same, is no way to be considered as a substitute for any regulations, procedure or other requirement of the City. It is the sole responsibility of the Sub-divider to comply or to ensure its own compliance with any local, state, or federal law or regulation.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama, without regard to its conflicts of law principles.

15. Attorney's Fees. In the event the City initiates litigation or any other legal proceeding for purposes of enforcing its rights, duties and obligations hereunder and is the prevailing party in any such litigation or other legal proceeding, the City shall be entitled to the recovery of its attorney's fees in addition to any other remedy provided hereunder.

16. Counterparts. This Agreement may be executed in one or more counterparts and by the different parties hereto under separate counterparts, any one of which need not contain the signatures of more than one party, but all of which when taken together shall constitute one and the same instrument notwithstanding that all parties have not signed the same counterpart hereof.

17. Headings. The section headings contained in this Agreement are inserted as a matter of convenience and shall not affect in any way the construction of the terms of this Agreement.

18. Effective Date. As used herein, the term "Effective Date" means the date of execution of this Agreement by the Mayor of the City as set forth below.

IN WITNESS WHEREOF, the Parties, having full authority to do so, have fully executed this Agreement by and through their respective duly authorized representatives as of the last date of execution below.

By: NORTH HILLS AT FAIRHOPE LLC.

Name: [Signature]

As Its: Manager

Date: 12/20/22

THE CITY OF FAIRHOPE, ALABAMA

By: _____
As Its Mayor

Date: _____

ATTEST:

City Clerk

**STORM WATER MAINTENANCE AGREEMENT
EXHIBIT "A"**

NORTH HILLS PH. 2

Description of the Property

BEGIN AT THE NORTHEAST CORNER OF 21 OF NORTH HILLS AT FAIRHOPE, PHASE ONE "AMENDED" AS SHOWN BY MAP OR PLAT THEREOF RECORDED AT SLIDE 2735-D, PROBATE RECORDS, BALDWIN COUNTY, ALABAMA; THENCE RUN NORTH 89°43'28" WEST, A DISTANCE OF 195.18 FEET; THENCE RUN NORTH 89°43'28" WEST, A DISTANCE OF 50.00 FEET;

THENCE RUN SOUTH 00°16'32" WEST, A DISTANCE OF 33.35 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.80 FEET, (CHORD BEARS SOUTH 42°57'32" WEST, 27.12 FEET); THENCE RUN SOUTH 85°38'32" WEST, A DISTANCE OF 167.16 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 2785.44 FEET, AN ARC DISTANCE OF 450.49 FEET, (CHORD BEARS NORTH 89°43'28" WEST, 450.00 FEET); THENCE RUN NORTH 85°05'28" WEST, A DISTANCE OF 167.16 FEET; THENCE RUN ALONG A CURVE TO THE RIGHT, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.80 FEET, (CHORD BEARS NORTH 42°24'28" WEST, 27.12 FEET);

THENCE RUN NORTH 00°16'32" EAST, A DISTANCE OF 39.65 FEET; THENCE RUN NORTH 89°43'28" WEST, A DISTANCE OF 50.00 FEET; THENCE RUN NORTH 89°43'28" WEST, A DISTANCE OF 205.17 FEET; THENCE RUN NORTH 00°13'22" EAST, A DISTANCE OF 987.91 FEET; THENCE RUN NORTH 89°35'51" WEST, A DISTANCE OF 958.61 FEET; THENCE RUN NORTH 10°22'26" EAST, A DISTANCE OF 205.42 FEET;

THENCE RUN NORTH 03°48'14" WEST, A DISTANCE OF 147.91 FEET; THENCE RUN NORTH 37°44'55" EAST, A DISTANCE OF 262.37 FEET; THENCE RUN NORTH 51°28'27" EAST, A DISTANCE OF 264.96 FEET; THENCE RUN NORTH 82°15'03" EAST, A DISTANCE OF 147.33 FEET;

THENCE RUN SOUTH 54°55'11" EAST, A DISTANCE OF 313.72 FEET; THENCE RUN NORTH 85°40'07" EAST, A DISTANCE OF 283.67 FEET; THENCE RUN SOUTH 54°44'43" EAST, A DISTANCE OF 195.00 FEET; THENCE RUN SOUTH 07°52'59" EAST, A DISTANCE OF 145.73 FEET;

THENCE RUN SOUTH 28°56'41" EAST, A DISTANCE OF 319.13 FEET; THENCE RUN SOUTH 79°28'49" EAST, A DISTANCE OF 111.86 FEET; THENCE RUN NORTH 75°11'49" EAST, A DISTANCE OF 99.31 FEET; THENCE RUN SOUTH 00°22'07" WEST, A DISTANCE OF 60.39 FEET;

THENCE RUN SOUTH 89°55'46" EAST, A DISTANCE OF 659.93 FEET; THENCE RUN SOUTH 00°16'32" WEST, A DISTANCE OF 998.01 FEET TO THE POINT OF BEGINNING. TRACT CONTAINS 49.30 ACRES, MORE OR LESS.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City Council authorizes and approves the hiring of an additional Building Inspector for the Building Department due to the increase in permits and construction. This position has already been approved along with the Job Description and Pay Grade 9.

ADOPTED THIS 22ND DAY OF MARCH, 2023

Jay Robinson, Council President

ATTEST:

Lisa A. Hanks, MMC
City Clerk

CITY OF FAIRHOPE

JOB DESCRIPTION

Job Title: Building Inspector
Department: Building Department

FLSA: Grade:
Safety Sensitive: Yes
Security Sensitive: No

Job Description Prepared: May 2021

Note: Statements included in this description are intended to reflect in general the duties and responsibilities of this job and are not to be interpreted as being all-inclusive. The employee may be assigned other duties that are not specifically included.

Relationships

Reports to: Building Official
Subordinate Staff: None
Internal Contacts: All Departments; All Employees
External Contacts: General Public; Builders; Contractors; Architects; Engineers; Vendors; Alabama Building Commission; Alabama Home Builders License Board; International Code Council (ICC); National Fire Protection Association (NFPA);

Job Summary

Under the general supervision of the Building Official, the employee performs code enforcement duties through a variety of routine and complex work in the interpretation and enforcement of adopted codes, enforcement of City of Fairhope codes and ordinances, and related rules and regulations from the state of Alabama. The employee performs technical building inspection during all phases and types of construction (residential, industrial, and commercial) and plans review to ensure compliance with building codes, regulations, and ordinances; conducts research into new construction materials and methods; works with and provides information to owners, architects, engineers, contractors, and the public to resolve problems. Work is performed in accordance with established rules, regulations, and instructions, and the employee is

afforded independent judgment and latitude in the performance of duties. This job is considered safety-sensitive and is subject to a pre-employment background check and random drug screens.

Essential Functions

ESSENTIAL FUNCTIONS: The following list was developed through a job analysis; however, it is not exhaustive and other duties may be required and assigned. A person with a disability which is covered by the ADA must be able to perform the essential functions of the job unaided or with the assistance of a reasonable accommodation.

ESSENTIAL FUNCTION: Building Inspection. Employee performs code enforcement duties through a variety of routine and complex work in the interpretation and enforcement of adopted codes, enforcement of City of Fairhope codes and ordinances, and related rules and regulations from the state to provide a reasonable level of safety, public health, and general welfare.

1. Inspects construction work for which a building permit is required.
2. Inspects new buildings, additions to and alterations of existing buildings for compliance with the currently adopted editions of the International Building Code, International Mechanical Code, International Plumbing Code, International Fuel Gas Code, International Energy Conservation Code, International Residential Code, and/or the National Electrical Code.
3. Inspects building projects to ensure construction proceeds in accordance with plans approved with the building permit.
4. Reads and interprets adopted codes, technical manuals, drawings, instructions, specifications related to construction projects.
5. Prepares inspection reports in the field on each inspection, noting type of inspection and results, i.e., changes made, and changes recommended, compiling, and submitting the reports periodically.
6. Follows up to verify correction of violations are made and takes appropriate action to ensure compliance.
7. Works with the public at the Building Department office and on the phone to answer basic code questions.
8. Verifies all required special inspections are performed and reviewed for completeness.
9. Evaluates existing buildings, on a complaint basis, for hazardous conditions and initiates abatement procedures in accordance with currently adopted Fairhope City Code requirements for Dangerous Buildings.
10. Issues Certificates of Occupancy for new and existing buildings and properties after all final inspections are complete.
11. Performs inspections after hours when requested by Building Official.
12. Provides damage assessments of public and private properties in emergency conditions to Emergency Management.

ESSENTIAL FUNCTION: Building Department Operations. Employee performs plan review, administrative, and other functions to support the efficient operation of the department.

1. Examines blueprints and specifications of new construction or remodeling of existing structures to ensure compliance with the Technical Codes and works with architects, engineers, contractors, and owners to prevent potential problems.
2. Meets with public and answers questions relative to construction properties and projects and problems associated with building.
3. Approves/disapproves installations; interprets municipal codes and building code requirements for contractors and property owners.
4. Represents Building Department in court matters involving violations.
5. Attends hearings (Code change hearings) and presents views on changes to the Technical Codes.
6. Assists in the revision of codes and preparation of amendments.
7. Coordinates safety hazards and non-compliance installation with City Public Works and Utility Departments.
8. Receives training and field experience for new construction building, mechanical, plumbing, and electrical inspections for code enforcement to keep current on applicable codes and code changes as they occur.
9. Prepares, completes, and reviews forms, reports, specifications, and other paperwork as needed.
10. Reviews testing data and reports for conformance to specifications.
11. Works with computer to schedule inspections and updates computer with results of inspections performed.
12. Responds to emergency calls during hurricanes, inclement weather, or other emergency situations.

NON-ESSENTIAL FUNCTION:

Performs other job-related duties as required or assigned.

Knowledge, Skills and Abilities

(* Can be acquired on the job)

1. *Knowledge of City rules, regulations, policies, and procedures.
2. *Knowledge of the City's geography and locations.
3. Knowledge of the building, mechanical, plumbing, electrical and energy codes, and ordinances.
4. Knowledge of building inspection processes and procedures.
5. Knowledge of building, plumbing, heating, air conditioning and electrical systems.
6. Knowledge of current building construction methods, materials, tools, and equipment.

7. Knowledge of state contractor licensing laws, federal and state environmental laws, and applicable state or federal laws governing the construction industry.
8. Knowledge of principles of structural design, engineering mathematics, and architectural plan review and inspection.
9. Knowledge of principles of public speaking, conflict resolution and excellent customer service.
10. Knowledge of safe work practices and related regulations.
11. Communication skills to effectively communicate internally and externally, both orally and in writing.
12. Verbal skills to communicate effectively with officials, supervisors, co-workers, and public.
13. Reading skills to comprehend work orders plans, blueprints, specifications, wiring diagrams, technical manuals, and related material.
14. Writing skills to take field notes; write reports, correspondence and recommendations using correct English, grammar, punctuation, and spelling.
15. Math skills to solve problems involving calculating voltage, compute dimensions, prepare bills of materials, convert units of measurement, and perform related shop calculations.
16. Ability to communicate clearly with supervisors, subcontractors, and co-workers on technical matters relating to building construction and building systems.
17. Ability to use computer and office productivity software.
18. Ability to organize, analyze, and multitask.
19. Ability to complete and process various forms of paperwork such as inspection report, and construction schedules accurately.
20. Ability to review mechanical reports, blueprints, wiring diagrams, and construction documents for accuracy and completeness.
21. Ability to work independently with minimal direction.
22. Ability to work in and around vehicular and construction traffic and equipment.
23. Ability to regularly work at heights -- occasionally extreme heights -- such as rooftops of houses, buildings, and other structures.
24. Ability to wear personal protective equipment (PPE) as required.
25. Ability to drive.

Minimum Qualifications

1. Possess a high school diploma or GED; supplemental vocational/ technical training in mechanical systems, electrical systems, general building construction, or a related field is preferred.
2. Minimum of six (6) years of progressively responsible work experience in the construction field as a building inspector, builder, construction superintendent, or a trained professional in an associated technical/trade

area; or any combination of education, training and experience that demonstrates the above listed knowledge, skills, and abilities commensurate with the requirements of this job.

3. Possess a current and valid driver's license; must be insurable.
4. Possess relevant ICC or NFPA certifications, such as Residential Combination Inspector or a Commercial Building Inspector; OR alternatively obtain certification in one of the following ICC categories: Commercial Electrical Inspector, Commercial Mechanical Inspector, Commercial Plumbing Inspector, Residential Electrical Inspector, Residential Mechanical Inspector, or Residential Plumbing Inspector within six (6) months of hire.
5. Ability to work non-standard hours, including weekends and overtime.
6. Ability to travel.
7. Ability to pass a pre-employment background check and an initial drug screen.

Physical Demands

The work requires considerable and strenuous physical exertion such as frequent climbing of tall ladders, lifting heavy objects over 50 lbs., crouching, or crawling in restricted areas.

Work Environment

The work environment involves high risks with exposure to potentially dangerous situations or unusual environmental stress which require a range of safety and other precautions, e.g., working at great heights under extreme weather conditions, or similar situations where conditions cannot be controlled.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That Mayor Sherry Sullivan is hereby authorized to execute Amendment No. 1 to the Contract for Archaeology Monitoring for the Arts Alley Transit Hub Project (RFP No. 005-20) with TerraXplorations, Inc. to add additional services in the amount of \$10,000.00 which increases the not-to-exceed amount limit to \$20,000.00.

DULY ADOPTED THIS 22ND DAY OF MARCH, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/14/2023

Please return this Routing Sheet to Treasurer by ASAP

Project Name: Amend Contract for RFP No. 005-20 Archaeology Monitoring Arts Alley Transit Hub

Project Location: 8 North Church Street

Presented to City Council: 3/22/2023

Funding Request Sponsor: Richard Johnson, Public Works Director

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 10,000.00 (Not-to-Exceed)

Vendor: TerraXplorations Inc.

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation **Cap Project** Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital _____
Unfunded XXX

Expense Code: 103-55859
G/L Acct Name: BRATS Hub Transit Shelter

Grant: \$8,000.00 Federal - not to exceed amount
State _____
City _____
Local _____

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

Over (Under) budget amount: \$ 10,000.00

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

New Contract Total \$20,000 (Not-to-Exceed)

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 3/14/2023

Purchasing Memo Date: 3/14/2023

Delivered To Date: 3/14/2023

Request Approved Date: 3/14/2023

Request Approved Date: 3/14/2023

Approved Date: 3/14/2023

Signatures: [Signature]
Kislini Stone


[Signature]
Kim Creech

[Signature]
Mayor Sherry Sullivan



MEMO

To: Lisa Hanks, City Clerk
Kim Creech, Treasurer

From: 
Erin Wolfe, Purchasing Manager

Date: March 14, 2023

Re: Green Sheet/ Council Approval to Amend Contract for RFP No. 005-20 Archaeology Monitoring Arts Alley Transit Hub

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
Treasurer

The Director of Public Works, Richard Johnson, is requesting an amendment to the contract with TerraXplorations, Inc. for **RFP No. 005-20 Archaeology Monitoring Arts Alley Transit Hub** to increase the not-to-exceed amount by Ten Thousand Dollars (\$10,000.00) from \$10,000.00 to Twenty Thousand Dollars (\$20,000.00).

The original amount was an estimate only of time with a budgeted dollar placeholder. The NEPA, Section 106 requires a SOI Certified Archeologist present at all times when ground disturbance is underway by the Contractor – presently at about at 40% of ground disturbance while consuming 80% of available budget. We require additional appropriation to cover expected hours billed by the Archeologist. 80% of the total amount is reimbursable through the MPO 5307 Funds.

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve the amendment to the contract with TerraXplorations, Inc. for RFP No. 005-20 Archaeology Monitoring Arts Alley Transit Hub to increase the not-to-exceed amount to \$20,000.00.

Cc: file, Richard Johnson, Mayor Sherry Sullivan

61 North Section St.
PO Box 429
Fairhope, AL 36533

251-928-2136 (p)

City of Fairhope
Contract Amendment
RFP No. 005-20
Archaeology Monitoring for the Fairhope Arts Alley Transit Hub Project
(8 North Church Street)
For
Eastern Shore Metropolitan Planning Organization (ESMPO)

Urbanized Area Formula Program (49 U.S.C. 5307)
United States Department of Transportation
Federal Transit Administration (FTA)

This AMENDMENT OF CONTRACT ("AMENDMENT") is made this _____ day of _____, 2023 for the purpose of increasing the contract for RFP No. 005-20 Archaeology Monitoring for the Fairhope Arts Alley Transit Hub Project (8 North Church Street) for Eastern Shore Metropolitan Planning Organization (ESMPO) dated November 19, 2020 ("Original Contract") between the City of Fairhope and TerraXplorations, Inc. (the "Parties").

1. The Original Contract, which is attached hereto as part of this Amendment is described below:
The Original Contract was awarded for a not-to-exceed amount of Ten Thousand Dollars (\$10,000.00).
2. The Parties agreed to amend the Original Contract to add additional services for the amount of Ten Thousand Dollars (\$10,000.00).
3. That amendment binds and benefits both Parties and any successors or assigns. This document, including the attached original contract, is the entire agreement between the Parties. All other terms and conditions of the Original Contract, remain unchanged. This contract will be increased by Ten Thousand Dollars (\$10,000.00). The total cost of the contract shall not-to-exceed Twenty Thousand Dollars (\$20,000.000).

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

THE CITY OF FAIRHOPE, ALABAMA

By: Sherry Sullivan, Mayor

By: Lisa A. Hanks, MMC, City Clerk

NOTARY FOR THE CITY

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

Given under my hand and Notary Seal on this _____ day of _____, 2023

Notary Public _____

My Commission Expires _____

If Corporation, Partnership, or Joint Venture

Name of Corporation, Partnership, or Joint Venture

By: _____

Signature of Officer Authorized to Sign Bids
and Contracts for the Firm

Position or Title

Email Address

Business Mailing Address

City, State, Zip Code

General Contractor's License Number

Foreign Corporation Entity ID
(Required of out-of-state vendors)

NOTARY

STATE OF _____ }

COUNTY OF _____ }

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

_____, as _____
Type or Print Name of Bid Signer Type or Print Bid Signer Title

Respectively, of _____
Type or Print Company Name

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

Given under my hand and Notary Seal on this _____ day of _____, 2023.

Notary Public: _____

My Commission Expires _____

City of Fairhope
Project Funding Request

Issuing Date: 10/2/2020

10/5/20 AM 8:27

Please return this Routing Sheet to Treasurer by ASAP

[Handwritten signature]

Project Name: Award RFP 006-20 Archaeology Monitoring Arts Alley Transit Hub to TerraXplorations, Inc.

Project Location: Arts Alley Transit Hub

Presented to City Council: 10/12/2020

Resolution #: 3043-20

Funding Request Sponsor: Richard Johnson, Public Works Director
Jessica Walker, Economic & Community Development Director

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 10,000.00 Net to exceed

Vendor: TerraXplorations, 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 Prod** 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 Debt Service-85 Marina-34 Plan/Zone

Project will be:

Expensed _____
Capitalized XOX
Inventoried _____

Funding Sources:

Operating Expenses _____
Budgeted Capital XOX
Unfunded _____

Expense Code: 163-65850
G/L Acct Name: BRATS Hub Transit Shelter

Grant: \$10,000.00 Federal - not to exceed amount
State _____
City _____
\$0.00 Local

Project Budgeted: \$ 10,000.00
Balance Sheet Item-
Included in projected
cash flow \$0.00

Over (Under) budget amount: \$ _____

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

Comments:

MPO Grant project. The FTA is requesting that the City be required to retain a qualified archeological consultant for monitoring during all excavation phases of construction.

Capital Lease: _____ Payment _____ Term _____

City Council Prior Approval/Date? _____

City Treasurer

Finance Director

Mayor

Purchasing Memo Date: 9/22/2020

Purchasing Memo Date: 9/22/2020

Delivered To Date: 10/2/2020

Request Approved Date: 10/2/2020

Request Approved Date: 10/2/2020

Approved Date: 10/2/2020

Signatures:

[Signature: Kim Creech]
Kim Creech

[Signature: Jill Gubanski]
Jill Gubanski, MBA

[Signature: Mayor Karin Wood]
Mayor Karin Wood

RESOLUTION NO. 3843-20

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, that the City Council approves the selection of TerraXplorations, Inc. to perform Archaeology Monitoring for the Arts Alley Transit Hub Project (RFP No. 005-20); and hereby authorizes Mayor Karin Wilson to execute the associated contract with a not-to-exceed limit of \$10,000.00.

DULY ADOPTED THIS 12TH DAY OF OCTOBER, 2020


Jack Burrell, Council President


Attest:


Lisa A. Hanks, MMC
City Clerk



MEMO

To: Kimberly Creech, Treasurer

From: 
Delores A. Brandt, Purchasing Manager

Date: September 22, 2020

Re: Greensheet /Council Approval to award **RFP 005-20 Archaeology Monitoring Arts Alley Transit Hub a (FTA GRANT)**

Karin Wilson
Mayor

Council Members:

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
Treasurer

The Federal Transit Administration's (FTA) grant recipient, the Alabama Department of Transportation, initiated project development and implementation activities for a bus shelter and changes to an alley in downtown Fairhope, AL. The project will include the construction of a bus shelter, demolition of the current alley pavement, trenching for the placement of utilities and reconstruction of the alley. FTA has determined that this is an undertaking per 36 CFR 800 and has initiated Section 106 consultation. The City acknowledges that archeological resources must be considered. The FTA is requesting that the City (Project Manager) be required to retain a qualified archeological consultant for monitoring during all excavation phases of construction.

The RFP was properly advertised and sent to four (4) qualified firms and individuals. This project lies in the area of historic interest for The Choctaw Nation of Oklahoma. The Choctaw Nation has concerns about the project activity of removing pavement and other ground disturbance activities. The Choctaw Nation Historic Preservation Department has requested that the removal of the pavement and all other excavations be monitored by a SOI qualified Archaeologist. The City of Fairhope has acknowledged this requirement and issued this RFP. FTA/ALDOT reviewed and approved the Contract documents.

One proposal was submitted and evaluated on September 16, 2020. Please see attached submittal. The Public Works Director, Richard Johnson, requests that **RFP 005-20 Archaeology Monitoring Arts Alley Transit Hub (FTA GRANT)** be awarded to **TerraXplorations, Inc.** of Mobile, AL for their services, during the course of excavation and ground disturbance for the Transit Hub project utilizing the fee schedule attached.

Please prepare a greensheet and move this procurement of archeology monitoring services forward to the City Council to approve the AWARD of RFP 005-20 in accordance with fee schedule attached and authorize the Mayor to execute a contract with TerraXplorations, Inc. for RFP 005-20 Archaeology Monitoring Arts Alley Transit Hub a (FTA GRANT)

Cc: File, J. Walker, Richard Johnson, S. McKean

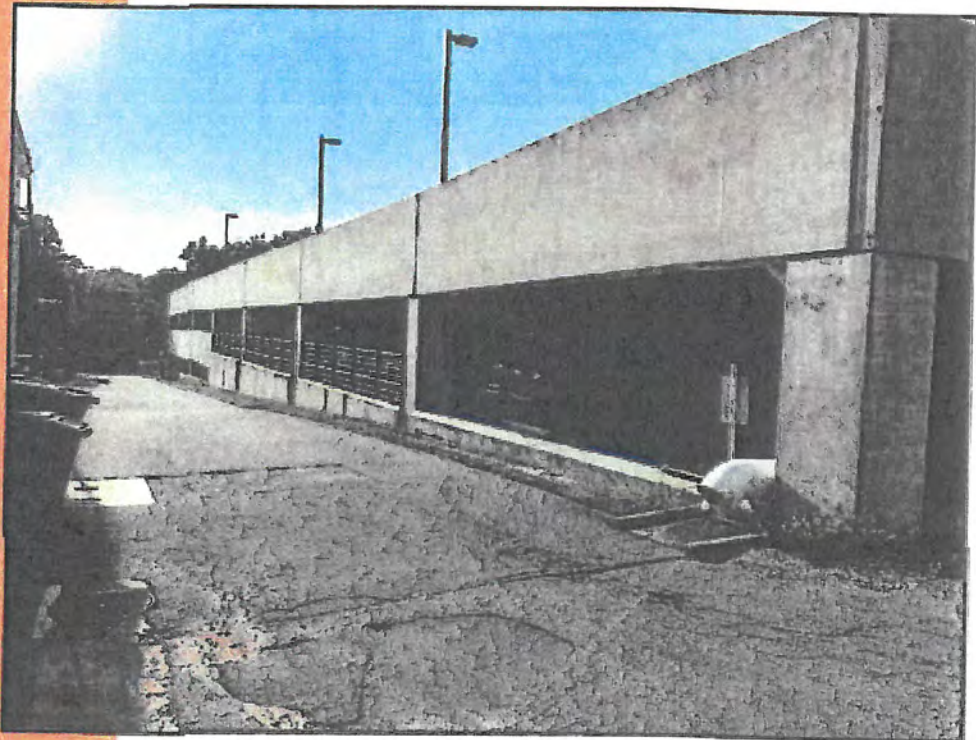
161 North Section St.
PO Drawer 429
Fairhope, AL 36533

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

PROPOSAL FOR ARCHAEOLOGICAL MONITORING
FOR THE FAIRHOPE ARTS ALLEY TRANSIT HUB
PROJECT, BALDWIN COUNTY, ALABAMA

PREPARED BY
TERRAXPLORATIONS, INC.

PREPARED FOR
CITY OF FAIRHOPE



TerraXplorations, Inc.
1001 Hampton Gate
Mobile, Alabama 36609
www.terraexplorations.com

SEPTEMBER 10, 2020

City of Fairhope
555 South Section Street
Fairhope, Alabama 36532

2 - Fairhope Arts Alley Transit Hub Project

Table 1. Recent Cultural Resources Projects in Mobile and Baldwin County.		
Year	Manuscript Title	Author
2019	PHASE I CULTURAL RESOURCES SURVEY FOR A PROPOSED BOARDWALK AND KAYAK LAUNCH WITHIN THE FAIRHOPE FALLS SUBDIVISION BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY ALONG FRANKLIN ROAD (LOT 29) WITHIN THE BON SECOUR SUBDIVISION IN FOLEY BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY FOR THE PROPOSED HESS ENTERPRISES OFFICE BUILDING MOBILE COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY OF LOT 190 GULF BEACH SUBDIVISION "C" ON FORT MORGAN PENINSULA BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY ALONG PONCE DE LEON COURT (LOT 58) ON FORT MORGAN PENINSULA BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY FOR THE PROPOSED FORT MORGAN ROAD RETAIL DEVELOPMENT BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY FOR 8 RESIDENTIAL LOTS (BLOCK H LOTS 10-17) IN THE SURFSIDE SHORES SUBDIVISION ON FORT MORGAN PENINSULA BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SHORE SIDE SURVEY FOR A PROPOSED PIER AND BOATHOUSE AT 32792 RIVER ROAD IN THE ONO ISLAND SUBDIVISION BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY FOR THE BAY ROAD NORTH BOAT SHELTER AND BULKHEAD, BALDWIN COUNTY, ALABAMA	Carruth
2019	A PHASE I CULTURAL RESOURCES SHORE SIDE SURVEY FOR A PROPOSED PIER AND BOATHOUSE AT 2251 RIVER FOREST DRIVE MOBILE COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY FOR A PROPOSED PIER ON FOWL RIVER IN THE WEST RIVERSIDE SUBDIVISION MOBILE COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY ALONG PONCE DE LEON COURT (LOT 92) ON FORT MORGAN PENINSULA BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY FOR THE BELROSE AVENUE PIER AND BOAT SHELTER ON MOBILE BAY, BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY OF FOUR PARCELS TOTALING 40 ACRES OF THE JOSEPHINE ALLEN HOMES, MOBILE COUNTY, ALABAMA	Glass and Anderson
2019	A PHASE I CULTURAL RESOURCES SURVEY FOR THE SEAGLADES DEVELOPMENT ON FORT MORGAN PENINSULA BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY FOR THE FORT MORGAN VOLUNTEER FIRE DEPARTMENT STATION RELOCATION BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY FOR A PROPOSED WAREHOUSE FACILITY AT THE BROOKLEY FIELD SITE MOBILE COUNTY, ALABAMA	Freeman
2019	PHASE I CULTURAL RESOURCES SURVEY FOR THE PROPOSED SOLDIER CREEK WALKWAY, PIER AND BOAT LAUNCH BALDWIN COUNTY, ALABAMA	Glass
2019	A PHASE I CULTURAL RESOURCES SURVEY ALONG PONCE DE LEON COURT (LOT 98) ON FORT MORGAN PENINSULA BALDWIN COUNTY, ALABAMA	
2020	A PHASE I CULTURAL RESOURCES SURVEY FOR THE PROPOSED DRAINAGE AND ROAD IMPROVEMENTS IN SARALAND, MOBILE COUNTY, ALABAMA	Carruth
2020	A PHASE I CULTURAL RESOURCES SURVEY ALONG SEA SHELL DRIVE (LOT 8) ON FORT MORGAN PENINSULA BALDWIN COUNTY, ALABAMA	Glass
2020	A PHASE I CULTURAL RESOURCES SURVEY FOR THE HARBOR CLUB BOARDWALK, BALDWIN COUNTY, ALABAMA	Carruth
2020	A PHASE I CULTURAL RESOURCES SURVEY FOR THE GILL PIER AND BOAT SHELTER, BALDWIN COUNTY, ALABAMA	Carruth
2020	PHASE I CULTURAL RESOURCES SURVEY FOR THE MAGNOLIA RIVER PIER AND BOAT SHELTER, BALDWIN COUNTY, ALABAMA	Carruth

2020	A PHASE I CULTURAL RESOURCES SURVEY FOR THE BON SECOUR RIVER CONSTRUCTED WETLANDS, BALDWIN COUNTY, ALABAMA	Carruth
2020	A PHASE I CULTURAL RESOURCES SURVEY OF LOT 57-A ON WEST BEACH BOULEVARD IN GULF SHORES, BALDWIN COUNTY, ALABAMA	Carruth
2020	A PHASE I CULTURAL RESOURCES SURVEY OF LOT 4 ALONG DRIFTWOOD DRIVE WITHIN THE SURFSIDE SHORES SUBDIVISION BALDWIN COUNTY, ALABAMA	Glass and Freeman
2020	DESKTOP REVIEW TO IDENTIFY PREVIOUSLY RECORDED HISTORIC AND PREHISTORIC PROPERTIES WITHIN ONE MILE OF THE PROPOSED FORT MORGAN TRAIL, BALDWIN COUNTY, ALABAMA	Carruth
2020	PHASE I CULTURAL RESOURCES SURVEY OF LOT 5 ALONG DRIFTWOOD DRIVE WITHIN THE SURFSIDE SHORES SUBDIVISION BALDWIN COUNTY, ALABAMA	Glass and Freeman
2020	PHASE I CULTURAL RESOURCES SURVEY FOR THE SPRING HILL LAKE EXCAVATION, MOBILE COUNTY, ALABAMA	Carruth
2020	A PHASE I CULTURAL RESOURCES SURVEY OF LOT 6 ALONG BRIGADOON TRAIL WITHIN THE BRIGADOON HEIGHTS SUBDIVISION BALDWIN COUNTY, ALABAMA	Freeman
2020	A PHASE I CULTURAL RESOURCES SURVEY FOR A PROPOSED RV RESORT AT THE FARM IN GULF SHORES, BALDWIN COUNTY, ALABAMA	Freeman and Patterson
2020	A PHASE I CULTURAL RESOURCES SURVEY OF THE PROPOSED 12663 HIGHWAY 180 PIER AND BOAT SHELTER IN BALDWIN COUNTY, ALABAMA	Freeman
2020	A PHASE I CULTURAL RESOURCES SURVEY FOR THE PROPOSED LEGACY TRAIL AT SEMMES IN MOBILE COUNTY, ALABAMA	Carruth

is based across the bay, Principal Investigator Emily Warner lives in Daphne near the proposed project area. Ms. Warner recently monitored activities at six cultural resources (1Mb571, 1Mb499, 1Mb498, 1Mb555, 1Mb513, and 1Mb412) in Mobile for the Alabama Department of Transportation I-10 Bridge and Bayway Widening survey where buildings, ranging from three-story storage buildings to single shotgun houses, were demolished and concrete was removed (Carr 2019; Warner 2019a; Warner 2019b; Warner and Gums 2019; Nelson and Warner 2020). Vitae for the above listed personnel are attached.

PROJECT DESCRIPTION

The 1.37-acre tract of land is within a commercial block between North Church Street to the west, Section Street North to the east, Magnolia Avenue to the north, and Fairhope Avenue to the south. A 250-space public parking garage exists within, which will be improved. The entire tract is covered with concrete, asphalt, or other hard surfaces. Approximately 26,000 square feet of asphalt will be replaced and a transit hub will be constructed providing shelter for passengers waiting for and boarding or departing from transit buses. The project will also improve landscaping, parking, lighting, and informational signs. New drainage pipe (about 500 linear feet) will also be installed at depths up to 6-ft below existing grade maximum. To comply with Section 106 of the Historic Preservation Act, the Federal Transit Administration (FTA) requires archaeological monitoring for this project. The Choctaw Nation of Oklahoma has also expressed interest and concern for the project and has also requested archaeological monitoring during all ground disturbing activities. The extent of monitoring will be determined and defined by a cooperative effort involving the City, General Contractor, and the Archeologist. This will allow for development and implementation of an appropriate research design for the project.

SIMILAR PROJECT EXAMPLES

TerraX routinely contracts with public and private-sector organizations to identify and survey prehistoric and historic resources within a project area, evaluate their eligibility for the NRHP, and write comprehensive developmental histories. Recent monitoring projects by TerraX include the following.

ARCHAEOLOGICAL MONITORING FOR THE NEW CLEMENT TAYLOR PARK SEAWALL INSTALLATION, OKALOOSA COUNTY, FLORIDA. The existing seawall was damaged by Hurricane Michael and the replacement seawall was funded by FEMA, who is the lead federal agency, along with the USACE, Jacksonville District. Previously recorded site 8OK00007, a shell midden, is mapped as being partially within the project area. The Choctaw Nation of Oklahoma also expressed concern for the project and required archaeological monitoring. During the monitoring phase, two prehistoric ceramics were found on the surface. Shovel testing around the surface finds encountered one additional sherd in a disturbed context outside the previously mapped boundary. No intact deposits, no shell midden or shell concentration, and no human remains were encountered. TerraX extended the boundary of Site 8OK00007 approximately 10-m to the southwest in order to encompass the two sherds found outside the previous boundary (Carruth 2020).

ADDENDUM FOR A PHASE I CULTURAL RESOURCES SURVEY OF FOUR PARCELS TOTALING 40 ACRES OF THE JOSEPHINE ALLEN HOMES, MOBILE COUNTY, ALABAMA. Following a Phase I survey prior to the demolition of Josephine Allen Homes (lead federal agency HUD) funded through a Community Development Block Grant (CDBG), the entire former housing complex was recorded as an archaeological district, 1Mb576. Although Site 1Mb576 was believed to lack significance and integrity to the level necessary to be considered for the NRHP, historic maps depicted a cemetery within its boundaries and a local informant reported a second cemetery in a nearby location within the housing complex boundary. Phase I investigations were unable to determine conclusively if human burial remains are located within the site boundaries or if graves may have been moved prior to the construction of the housing complex. TerraX monitored ground disturbing activities associated with three buildings located within the mapped cemetery location. No evidence of graves or burial remains were found during the monitoring of the removal of concrete slabs and footings at buildings 207A and 208A within the former Josephine Allen Homes. The base of the footings at buildings 207A and 208A were still within the fill layer and the depth at which graves would expect to be found was not reached during this endeavor. It remains inconclusive if burials exist at this location (Glass 2020).

A PHASE I CULTURAL RESOURCES SURVEY FOR THE PROPOSED GEMINI GULF COAST PIPELINE/DEADWOOD TO CARTHAGE PIPELINE, PANOLA COUNTY, TEXAS. This survey consisted of a proposed 8.56 linear mile pipeline route at the request of the USACE. The survey areas were based on jurisdictional areas but were then expanded per USACE (lead federal agency) request to include all portions of the project boundaries west of the Sabine River and portions of the lower-lying areas east of the river. Multiple areas were trenched using mechanical equipment and monitored by TerraX archaeologists for cultural deposits. No cultural material or archaeological sites were found as a result (Jackson 2019).

ARCHAEOLOGICAL MONITORING FOR THE DEMOLITION OF BUILDINGS 1518 AND 1523 AT NAVAL AIR STATION PENSACOLA (NASP), ESCAMBIA COUNTY, FLORIDA. TerraX was contracted by Mission Support Services, LLC of Wauwatosa, Wisconsin to conduct archaeological monitoring for the demolition of two buildings located at Naval Air Station Pensacola (NASP) in Escambia County, Florida. This includes Building 1518 (Inspector's Office, 8ES1785) and Building 1523 (Navy Wives Club, 8ES1787). Building 1518 is not eligible for listing in the NRHP. Building 1523 is eligible, but not listed, as a contributing resource to the Fort Barrancas Cantonment Historic District (8ES3445). Alternatives to demolition for Building 1523 were considered and a Memorandum of Agreement (MOA) was drafted. After consideration of the alternatives, NASP determined that demolition was necessary. No cultural material or significant features were found (Carruth and West 2018).

ARCHAEOLOGICAL MONITORING FOR THE JGRANDE FIBER OPTIC LINE CORRIDOR AT EGLIN AIR FORCE BASE (AFB), WALTON COUNTY, FLORIDA. The area was monitored for possible impact to four NRHP-eligible archaeological sites (8WL41, 8WL68, 8WL1752, and 8WL2448) in the right-of-way

of the fiber optic line. All four archaeological sites were revisited and shovel testing was accomplished at every entry and exit point for the boring drill and each hand-hole. While cultural material was found at two of the sites, no intact cultural deposits were noted at any of the shovel test locations. The boring project did not significantly impact any of the sites (Carruth et al. 2015).

LITERATURE AND BACKGROUND SEARCH

TerraX performed a literature and document search in order to gather pertinent background information regarding the subject property and its surroundings. This research included inspections of the Alabama State Archaeological Site File (ASASF) (Office of Archaeological Research [OAR] 2020), the Alabama Register of Landmarks and Heritage (ARLH) (Alabama Historical Commission 2020), and the National Register of Historic Places (NRHP) (National Park Service 2020). Research of the ASASF (OAR 2020) identified no previous archaeological surveys and no previously recorded archaeological sites within a mile of the subject property.

A search of NRHP properties revealed 10 individual properties, the School of Organic Education, and three historic districts within a one-mile radius (National Park Service 2020). There are also two Alabama Register of Landmarks and Heritage properties within one mile (Alabama Heritage Commission 2020). The project area is partially within the Fairhope Downtown Historic District, designated as such in 2006 (Figures 1 and 2). It includes 56 contributing and 55 non-contributing resources. The District is listed under Criterion A - Social History and Criterion C - Architecture, with a Period of Significance from 1900 to 1952. Contributing resources appear to be located within or at least very near the defined project boundaries. TerraX's staff of SOI-qualified Architectural Historians will be available to assess these impacts, if any.

Structures appear within the project area on the 1909 Baldwin County (South) soil survey map, the 1939 and 1941 Daphne, Alabama 1:31680 maps, and the 1941 and 1944 Fairhope, Alabama 15' series topographic quadrangles. On the 1909 soil map, a structure appears at the eastern end of the project area, but on the above-named subsequent maps an additional structure is shown on the western end as well.

Fairhope began in 1894 as a Single Tax Colony when settlers from Des Moines, Iowa came to the area and created the Fairhope Industrial Association, where they thought they had a "fair hope" of success. Their utopian vision of a progressive community based on cooperation has been the most successful and longest lasting of any similar endeavor in the U.S. It started with only 28 people under the leadership of Ernest Berry Gaston, editor of the *Fairhope Courier*. They first purchased 135 acres in January 1895 and by 1907 had about 4,000 acres, some of it further inland to be used for farming. The land was communally owned but privately leased. People were free to build whatever size house they desired or improve the land however they wanted without being taxed for the fruits of their labor. In the 1970s, a court battle resulted in the Colony being no longer able to control the market price of its lots. Less valuable properties had to pay a rate based on the value of total properties, which have increased dramatically in the last 50 years as more and more people find the area attractive.

FIELD AND LABORATORY METHODS

Archaeological monitoring involves visual inspections of all ground disturbing activities. The monitors watch for any potential evidence of archaeological deposits such as discrete soil discolorations possibly indicative of archaeological features or artifact concentrations. All ground disturbing activities at the site will be performed with the archaeological monitor present. Additionally, TerraX archaeologists will attempt to contact any known collectors in the area in order to view their collections and locate any possibly unrecorded

6 - Fairhope Arts Alley Transit Hub Project

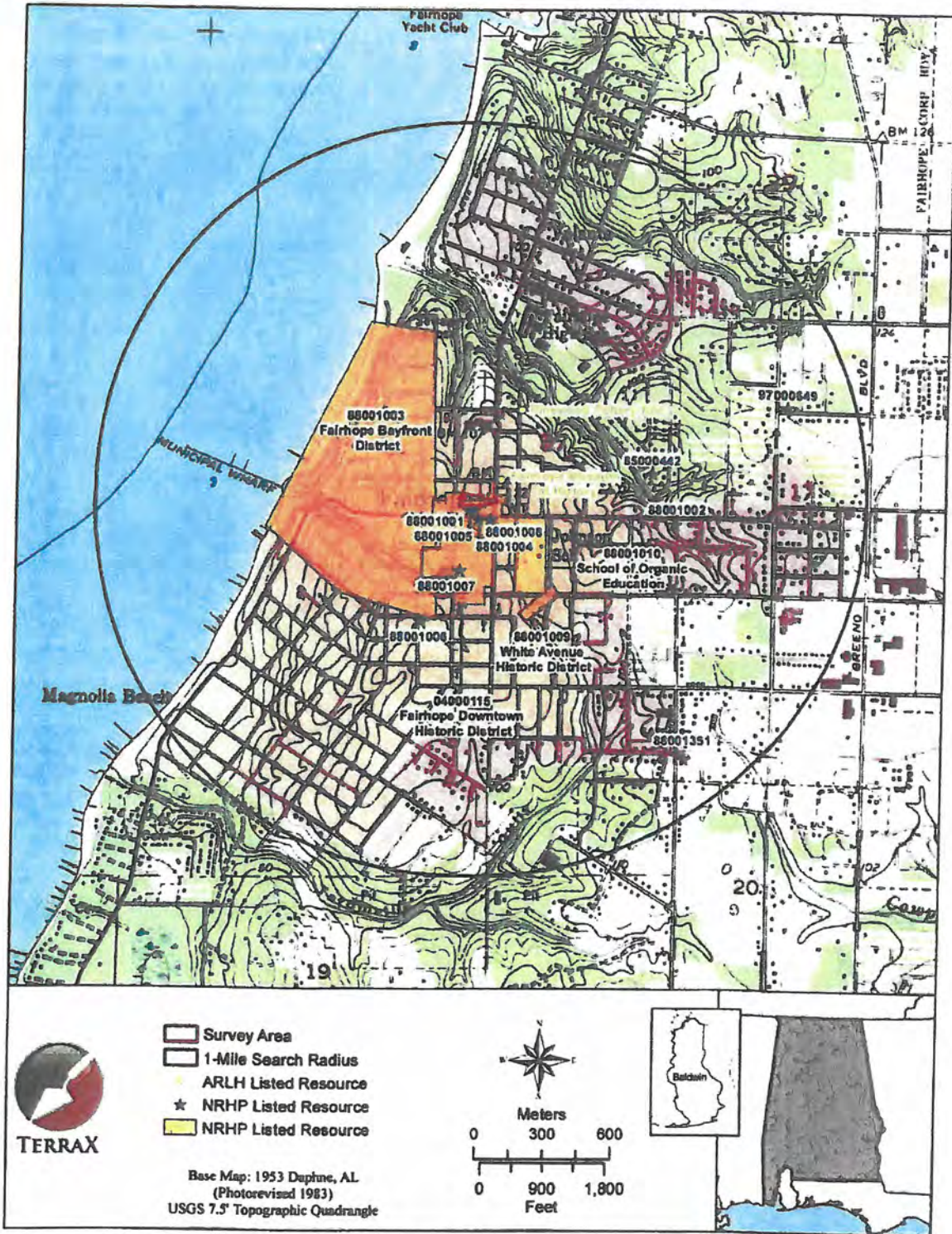


Figure 1. Map showing ARLH- and NRHP-listed resources within one-mile of the project area.

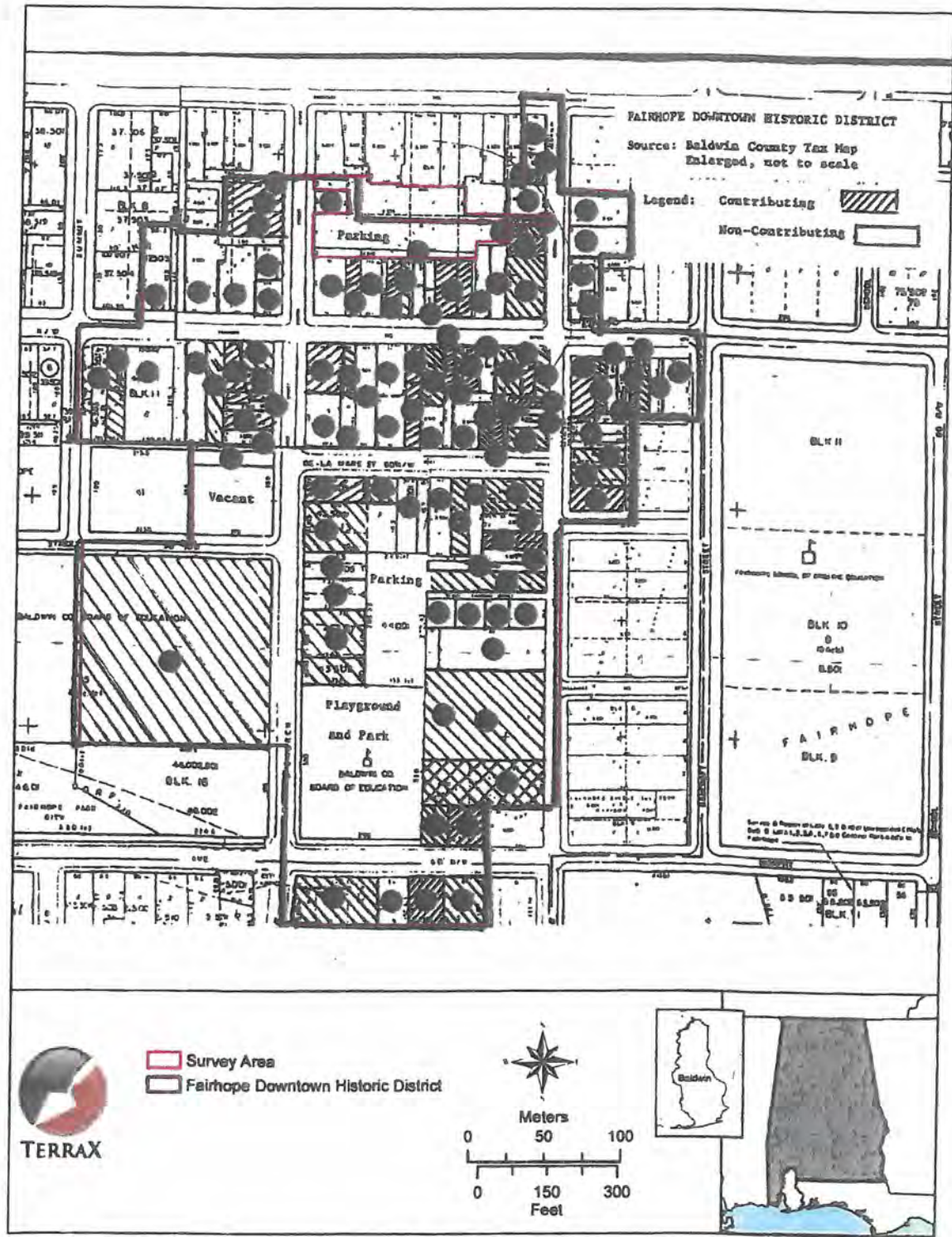


Figure 2. Map showing the Fairhope Downtown Historic District and the project area.

sites in the project area. TerraX will also engage with pedestrians and concerned citizens in order to attempt to educate the public on the conservation and protection of cultural resources. Again, further clarification on the scope of all field activities is expected to be determined through a cooperative effort involving the City, General Contractor, and the Archeologist prior to commencing the project.

As for the proposed project area, no previously recorded archaeological sites have been identified. If any new archaeological sites are encountered, Alabama State Site File Forms will be completed and a site trinomial will be procured. TerraX will collect and retain only those artifacts necessary for dating the site and assessing the cultural component or components of the site. All collected artifacts will be carefully washed, catalogued, recorded, and stored during the monitoring. Any cultural materials recovered during field projects are delivered to TerraX's laboratory in Mobile, Alabama for processing. Here, materials are sorted by provenience, cleaned, and analyzed. Along with any cultural material, all project records, photographs, and maps produced while conducting the investigation will be transported for curation at a location agreed upon by the SHPO or the artifacts will be returned to the property owner. A notarized statement granting possession of recovered material will be submitted for all collections not returned to the landowner.

Following the fieldwork and analysis of any laboratory materials and other data, TerraX will produce a report to be reviewed by any necessary review agencies, meeting Alabama report format guidelines. The report will be of publishable quality, both in format and content. Professionally drafted maps will be included in the report and will be in pdf format. A preliminary report/management summary will be completed 30 days after the end of the monitoring project, which will briefly describe the area surveyed, the results, and any identified resources. A draft report will be completed within 60 days after end of project, to be reviewed by SHPO.

This proposal recognizes and includes all terms and conditions of the RFP. TerraX carries the required insurance limits and a Certificate of Insurance will be provided to and accepted by the City of Fairhope before any commencement work on the Contract. See Table 2 for project pricing.

Table 2. FAIRHOPE ARTS ALLEY TRANSIT HUB PROJECT PRICING	
Positions	Hourly Rate
200 Fieldwork	
SOI-qualified Archaeologist	\$61.00
SOI-qualified Architectural Historian	\$61.00
300 Lab Analysis/Processing	
Laboratory Director	\$47.27
Data Entry	\$27.67
400 Draft Report Preparation	
Project Director	\$72.06
SOI-qualified Archaeologist	\$61.00
SOI-qualified Architectural Historian	\$61.00
Technical Writer	\$41.51
Research Assistant	\$27.67
Drafting	\$32.56
Editing	\$39.20

REFERENCES

- Carr, Philip J., Emily J. Warner, M. Anne Dorland, Bonnie L. Gurns, Nicolle A. Lang, Brittney N. Ingram, Will B. Marriott, Jordan G. Temples, James D. Norris, and Kern Jackson.
2019 *Phase II Archaeological Testing of Site 1MB498, Survey Block 19, for the Interstate 10 Mobile River Bridge and Bayway Project, ALDOT Project DPI-0030(005), Mobile and Baldwin Counties, Alabama.*
- Carruth, Amy
2020 *Archaeological Monitoring for the New Clement Taylor Park Seawall Installation, Okaloosa County, Florida.* Prepared for City of Destin.
- Carruth, Amy, Gerald Brinkley, and Paul D. Jackson
2015 *Archaeological Monitoring for the JGrande Fiber Optic Line Corridor at Eglin Air Force Base (AFB), Walton County, Florida.* Prepared for Eglin Air Force Base.
- Carruth, Amy, and Shaun West
2018 *Archaeological Monitoring for the Demolition of Buildings 1518 and 1523 at Naval Air Station Pensacola (NASP), Escambia County, Florida.* Prepared for Mission Support Services, LLC.
- Glass, William J.
2020 *Addendum for A Phase I Cultural Resources Survey of Four Parcels Totaling 40 Acres of the Josephine Allen Homes, Mobile County, Alabama.* Prepared for City of Mobile.
- Jackson, Paul D.
2019 *A Phase I Cultural Resources Survey for the Proposed Gemini Gulf Coast Pipeline/Deadwood to Carthage Pipeline, Panola County, Texas.* Prepared for Headwaters, Inc.
- Nelson, Erin and Emily J. Warner
2020 *Addendum to Phase II Archaeological Testing at Site 1BA251, for Interstate 10 Mobile River Bridge (I-10 MRB) and Bayway Widening Project, ALDOT Project DPI-0030(005), Mobile and Baldwin Counties, Alabama.*
- Warner, Emily J.
2019a *Phase I/II Archaeological Investigations of Site 1MB555, Survey Block 15, for the Interstate 10 Mobile River Bridge and Bayway Widening Project, ALDOT DPI-0030(005), Mobile and Baldwin Counties, Alabama.*
- Warner, Emily J.
2019b *Phase I/II Archaeological Investigations at Site 1MB571, Survey Block 32, for Interstate 10 Mobile River Bridge and Bayway Widening Project, ALDOT Project DPI-0030(005), Mobile and Baldwin Counties, Alabama.*
- Warner, Emily J. and Bonnie Gums
2019 *Phase II Archaeological Testing of Site 1MB513, Survey Block 15, for the Interstate 10 Mobile River Bridge and Bayway Widening Project, ALDOT DPI-0030(005), Mobile and Baldwin Counties, Alabama.*



TERRAXPLORATIONS

Leading the Future in Recording America's Past

www.TerraXplorations.com

William J. Glass

1001 Hampton Gate, Mobile, Alabama 36609 • (205) 242-8898

jglass@TerraXplorations.com

EDUCATION

The University of Alabama
Bachelor of Arts in Anthropology, History Minor, 2004

*Vice President and Co-owner of
TerraXplorations, Inc.*

CONTINUING EDUCATION

Advisory Council on Historic Preservation

- What is Section 106
- Successfully Navigating Section 106 Review
- Coordinating NEPA and Section 106
- Basics of NEPA and Section 106 Integration
- Early Coordination with Indian Tribes for Infrastructure Projects

BACKGROUND SYNOPSIS

William J. Glass received his B.A. in Anthropology from The University of Alabama in 2004. From 2000 to 2012, Mr. Glass served as Field Director and Cartographer for Panamerican Consultants, Inc. Mr. Glass has participated in over 2000 cultural resources projects to include all phases of archaeological survey, testing, data recovery, and archaeological monitoring. Mr. Glass has authored or co-authored over 600 technical reports. Clients for some of these projects have included Fort Benning Military Reservation, Fort McClellan Army National Guard Training Center (FM-ARNGTC), Fort Morgan, Eglin Air Force Base, the Alabama Department of Transportation, Tennessee Department of Transportation, the USACE Wilmington District, the U.S. Fish and Wildlife Service (Savannah Coastal Refuges), NAS Pensacola, the De Soto National Forest, the Bienville National Forest, Camp Shelby, the Alabama-Coushatta Tribe of Texas, the MOWA Band of Choctaw Indians, as well as numerous local municipalities and private engineering and environmental companies.

EXPERIENCE

May 2012 to present

Vice-President and Co Owner, TerraXplorations, Inc.

Mr. Glass runs the Gulf Coast office in Mobile, Alabama. He oversees projects in Alabama, Georgia, Mississippi, Louisiana, Arkansas, Tennessee, east Texas, and the Florida panhandle. Duties include project manager, archaeological work, report writing, marketing, business development, and proposal documents. Mr. Glass is also a GIS specialist, generating necessary field and report maps utilized by TerraX.

2000 to 2012

Field Director, Panamerican Consultants Inc.

Responsibilities included conducting Phase I Survey, Phase II site testing, and Phase III data recovery for cultural resource projects in Alabama, Mississippi, Louisiana, Georgia, Florida, and South Carolina. Duties included the direction and supervision of Crew-Chiefs and Field Technicians, archaeological work, report writing, marketing, bid documents, and draftsperson.

TerraXplorations, Inc.

William J. Glass



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www.TerraXplorations.com

Emily J. Warner, RPA

105 Hartness Circle, Daphne, AL 36526 • (405) 615-3499
ewarner@terraexplorations.com

EDUCATION

The University of Oklahoma
Bachelor of Art in Anthropology, 2015

The University of Mississippi
Master of Art in Anthropology, 2018

*Principal Investigator
TerraXplorations, Inc.*

BACKGROUND SYNOPSIS

Ms. Warner received her BA in Anthropology from The University of Oklahoma in 2015. Ms. Warner earned her MA in Anthropology from The University of Mississippi in 2018. Ms. Warner joined TerraXplorations in July 2020 and is currently serving as Principal Investigator on Phase I Surveys. Ms. Warner is a professional archaeologist responsible for managing personnel in the field on projects of all phases, writing proposals and budgets, conducting artifact analysis, writing reports, and making determinations of eligibility to the National Register of Historic Places (NRHP) for cultural resources. She has been involved in multi-agency consultation in compliance with Section 106 of the National Historic Preservation Act.

EXPERIENCE

2018-2020

Center for Archaeological Studies-University of South Alabama

Supervisor/archaeologist for 15 Phase I/II archaeological sites in both Mobile and Baldwin counties for the Alabama Department of Transportation I-10 Bridge and Bayway Widening. Writing proposals and budgets, conducting artifact analysis, writing reports, and making determinations of eligibility to the National Register of Historic Places (NRHP) for cultural resources for the Alabama Historical Commission (AHC).

2016-2018

Center for Archaeological Research- The University of Mississippi

Field technician for multiple Phase I surveys and one Phase III in Mississippi at the New Salem Cemetery. Worked on lab inventory of New Salem Cemetery which included counting, sorting, and cataloging artifacts. Also, graduate assistant for 22Ok778 Phase II field school working with the total station and ground penetrating radar (GPR).

June 2017

My thesis- Analysis of Prehistoric Ceramics from a Fourteenth-Century Native American House, Carter Robinson Site (44LE10), Lee County, Virginia

Excavated one house structure at site 44Le10 and was a graduate assistant teaching students the fundamentals of archaeology.

TerraXplorations, Inc.

Emily J. Warner

ADDENDUM 1
CITY OF FAIRHOPE

RFP 005-20 Archaeological Monitoring Arts Alley Transit Hub

QUESTION 1: Do you have a map of the project area? YES

Bidders are to sign and include signed **Addendum 1** with submitted bid documents.

Acknowledged:

TERRA EXPLORATIONS, INC.
Company

WILIAM T. EWISS
By

Purchasing Manager
City of Fairhope
Posted: 8/19/2020



Mobile Bay

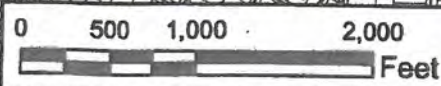
Project Locator Map Downtown Transit Hub At Arts Alley - Fairhope, AL

- Road Centerlines
- Property Parcels

Project Site - Lat/Long:
30.523519N, -87.904112W



City of Fairhope





**Parking Authority of the City of Fairhope
Fairhope Single Tax Corp. Leased Property
8 North Church Street; Fairhope, AL 36532**

- Road Centerlines
- Property Parcels

MAGNOLIA AV

Parcel: 05-46-03-37-0-601-002.526

Parcel: 05-46-03-37-0-601-002.523

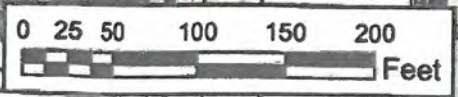
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FAIRHOPE AV

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SECTION ST S



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 Wastewater Sludge Removal Services 2023 for the Wastewater Treatment Plant (Bid Number 23-018) at 555 South Section Street in the City of Fairhope offices, Fairhope, Alabama.

[2] At the appointed time and place, only one bid was received, opened and tabulated as follows:

GreenSouth Solutions, LLC \$90.00 per cubic yard

[3] After evaluating the bid proposals with the required bid specifications, GreenSouth Solutions, LLC, with the total bid proposal of \$90.00 per cubic yard (estimated annual cost is \$600,000.00), is now awarded the bid for Wastewater Sludge Removal Services 2023 for the Wastewater Treatment Plant.

Adopted on this 22nd day of March, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/9/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Bid No. 23-018 Wastewater Sludge Removal Services 2023

Project Location: WWTP

Presented to City Council: 3/22/2023

Funding Request Sponsor: Jason Langley, Water & Sewer Superintendent

Resolution # :
Approved _____
Changed _____
Rejected _____

Project Cash Requirement Requested:
Cost: \$ 600,000.00 (\$90 pr cubic yard)

Vendor: Greensouth Solutions, LLC

\$ 600,000.00 MAR 13 '23 AW

Project Engineer: n/a

Order Date: n/a

Lead Time: n/a

Department Funding This Project

General Gas Electric Water **Wastewater** Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed XXX
Capitalized _____
Inventoried _____

Funding Source:

Operating Expenses XXX
Budgeted Capital _____
Unfunded _____

Expense Code: 004020-50405
G/L Acct Name: Sludge Removal

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

Project Budgeted: \$ 600,000.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ -

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

Estimated Cost (outside factors, such as weather, can affect the amount of sludge to be removed)

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 3/9/2023

Purchasing Memo Date: 3/9/2023

Delivered To Date: 3/9/2023

Request Approved Date: 3/9/2023

Request Approved Date: 3/9/2023

Approved Date: 3/9/2023

Signatures: Aislinn Stone
Aislinn Stone

Signatures: Kim Creech
Kim Creech

Signatures: Sherry Sullivan
Mayor Sherry Sullivan



MEMO

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

From: _____
Erin Wolfe, Purchasing Manager

Sherry Sullivan
Mayor

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

Lisa A. Hanks, MMC
City Clerk

Kimberly Creech
City Treasurer

Date: March 9, 2023

Re: **Requesting Green Sheet and Approval by City Council to award Bid No. 23-018 Wastewater Sludge Removal Services 2023**

The Water/Wastewater Superintendent, Jason Langley, has requested to hire a contractor to provide Wastewater Sludge Removal Services for the Wastewater Treatment Plant.

A service bid was issued on February 10, 2023, posted to the City of Fairhope's website, and viewed by 142 of 382 vendors who select to receive e-notifications. One (1) responsive bid was received at the bid opening on March 7, 2023 at 10:00 a.m.

The Water/Wastewater Superintendent recommends the award be made to Greensouth Solutions, LLC for a three (3) year contract. The bid response price is Ninety Dollars (\$90.00) per Cubic Yard.

Please prepare a Green Sheet and place on the next City Council Agenda this request to award Bid No. 23-018 Wastewater Sludge Removal Services 2023 to Greensouth Solutions, LLC for \$90.00 pr cubic yard.

Enclosure

Cc: Jason Langley, 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
 Bid No. 23-018 Wastewater Sludge Removal Services 2023
 Opened March 7, 2023 at 10:00 A.M.

Vendor	Bid Documents Signed / Notarized (Y/N)	Addendum Acknowledged (Y/N)	Bid Bond / Certificate (Y/N)	Vendor Compliance (Y/N)	Cost per Cubic Yard
GreenSouth Solutions, LLC	Y	Y	Y	Y	\$90.00

Recommendation:

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


 Signature
 Jason Langley, Water/Wastewater Superintendent


 Signature
 Erin Wolfe, Purchasing Manager

**ITEM III
BID RESPONSE FORM**

Date: 03 / 07 / 2023

Bid No: 23-018 Wastewater Sludge Removal 2023

Bids Due: Tuesday, March 7, 2023, 10:00 A.M.

Description	Cost per Cubic Yard
Cost to Process, Remove and Dispose of Sludge	\$90.00

Award Duration: ONE (1) year from signing date of contract, with the option to renew bid or contract for TWO (2) additional ONE (1) year periods, if terms and conditions, including pricing remain the same, and both parties are in agreement to renewing the contract.

Bid will include all labor, materials, equipment, shipping and postage, overhead, profit, bonds, insurance and all other costs necessary to provide the complete services outlined within this CONTRACT and scope of work.

The owner agrees to provide the following materials: NONE

Receipt of the following Addenda to these documents is hereby acknowledged by the undersigned (CONTRACTOR to complete below):

ADDENDUM NO.	DATE ISSUED	ADDENDUM NO.	DATE ISSUED
<u>1</u>	<u>2/21/23</u>	_____	_____
_____	_____	_____	_____

Each bid must give the full business address of the CONTRACTOR and must be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership, or by an authorized representative, followed by the signature and designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State of Incorporation and by the signature and designation of the president, secretary, or other person authorized to bind it in the matter. The name of each person shall also be typed or printed below the signature. A bid by a person who affixes to this signature the word "president," "secretary," "agent," or other designation without disclosing his principal, may be held to be the bid of the individual signing. When requested by the City of Fairhope, Baldwin County, Alabama, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

The undersigned agrees to furnish the goods/services as requested by you for the City of Fairhope, Baldwin County, Alabama in your invitation to bid, and certifies that they will meet or exceed the specifications called for. The undersigned has read all information pertaining to this bid and has resolved all questions. It is also understood and agreed that all prices quoted are F.O.B. described in the bid documents and specifications. The undersigned also affirms he/she has not been in any CONTRACT or collusion among BIDDERS or prospective BIDDERS in restraint of freedom of competition, by CONTRACT to bid at a fixed price or to refrain from bidding or otherwise.

Witness our hands and seals this 7th day of March, 2023.

If Individual or Partnership

(Name of Individual or Partnership) (Name of Partner Print)

(Name of Representative Authorized to sign Bids and CONTRACTs for the firm Print) (Name of Partner Print)

Address _____

Phone Number () _____ Fax Number () _____

E-mail address _____ Alabama Contractor's License No. _____

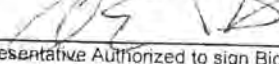
Foreign Entity ID (if outside of Alabama) _____

If Corporation or LLC

Company GreenSouth Solutions, LLC

State of Incorporation Alabama

Company Representative Cole E. Dunn
(Representative Authorized to sign Bids and CONTRACTs for the firm Print)

Company Representative 
(Representative Authorized to sign Bids and CONTRACTs for the firm Signature)

Address PO Box 325
Floral, AL 36442

Phone Number () 334-858-2622 Fax Number () _____

E-mail address cole@greensouthsolutions.com AL Contractor's License No. 46983

Foreign Vendor Id _____

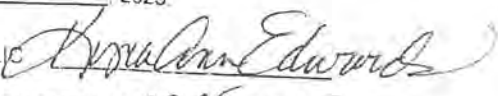
BID PROPOSAL NOTARIZATION:

STATE OF Alabama

COUNTY OF Covington

I, the undersigned authority in and for said State and County, hereby certify that Cole E. Dunn as Vice President respectively, of Greensouth Solutions, LLC whose name is signed to the foregoing document and who is known to me, acknowledged before me on this day, that, being informed of the contents of the document they executed the same voluntarily on the day the same bears date.

Given under my hand and Notary Seal on this 7th day of March, 2023.

NOTARY PUBLIC 
MY COMMISSION EXPIRES 03/25/2025

ITEM IV
CONTRACTOR INFORMATION

This Section must be printed, completed, and turned in with your bid response to

Bid Number 23-018
Wastewater Sludge Removal Services 2023

Business Organization

Name of CONTRACTOR (exactly as it appears on W-9):

GreenSouth Solutions LLC

Doing-Business-As Name of CONTRACTOR:

Principal Office Address:

PO Box 325

Floral, AL 36442

LOCAL Telephone Number: 334-248-3868 Toll-Free

LOCAL Fax Number:

Email address: cole@greensouthsolutions.com

Website: www.greensouthsolutions.com

Form of Business Entity [check one ("X")]

Corporation _____

Partnership _____

Individual _____

Joint Venture _____

Other (describe): Limited Liability Company _____

Corporation Statement

If a corporation, answer the following:

Date of incorporation: 03/11/2011

Location of incorporation: Alabama

The corporation is held: Publicly _____
Privately

Partnership Statement

If a partnership, answer the following:

Date of organization: _____

Location of organization: _____

The partnership is: General _____
Limited _____

Joint Venture Statement

If a Joint Venture, answer the following:

Date of organization: _____

Location of organization: _____

JV CONTRACT recorded? Yes _____ No _____

Contact: Cole E. Dunn

Email: cole@greensouthsolutions.com

Phone: 334-248-3868

Fax: _____

END OF CONTRACTOR INFORMATION SECTION

ITEM X
BID BOND

The PRINCIPAL (Bidder's name and address)

The OWNER
City of Fairhope
P.O. Drawer 429
Fairhope, AL 36533

The PROJECT for which the Principal's Bid is submitted; (Project name as it appears in the Bid Documents)

PROJECT NO. Bid Number 23-018
PROJECT NAME: Wastewater Sludge Removal Services 2023

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Principal and Surety, jointly and severally, hereby bind ourselves, our heirs, executors, administrators, successors, and assigns to the OWNER in the PENAL SUM of five percent (5%) of the amount of the Principal's bid, but in no event more than TEN THOUSAND DOLLARS (\$10,000.00).

THE CONDITION OF THIS OBLIGATION is that the Principal has submitted to the OWNER the attached bid, which is incorporated herein by reference, for the Project Identified above.

NOW, THEREFORE, if, within the terms of the Bid Document, the OWNER accepts the Principal's bid and the Principal thereafter either:

- (a) executes and delivers a Construction Contract with the required Performance and Payment Bonds (each in the for contained in the Bid Documents and properly completed in accordance with the bid) and delivers evidence of insurance as prescribed in the Bid Documents, or fails to execute and deliver such Construction Contract with such Bonds and evidence of insurance, but pays the OWNER the difference, not to exceed the Penal Sum of this Bond, between the amount of the Principal's Bid and the larger amount for which the OWNER may award a Construction Contract for the same Work to another Bidder, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of the Surety under this Bond shall not in any manner be impaired or affected by any extension of the time within which the OWNER may accept the Principal's bid, and the Surety does hereby waive notice of any such extension.

SIGNED AND SEALED this 16th day of February, 2023.

ATTEST [Signature] By [Signature]
Greensouth Solutions, LLC
(Principal Company)
Cole E. Dunn, Vice President
Print Name and Title

SURETY
ATTEST [Signature] By [Signature]
Travelers Casualty and Surety Company of America
Surety Company
John M Buck, Attorney in Fact
Print Name and Title

CORPORATION
GREENSOUTH SOLUTIONS, LLC
Name of Corporation, Partnership, or Joint Venture
Business Mailing Address: PO Box 325, FLORALA, AL 36442
email COLE@GREENSOUTH SOLUTIONS.COM phone 334-248-3868



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **John M Buck TROY** of **Alabama**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, the Corporate Secretary, the Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of February, 2023



Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, ALABAMA, That the City of Fairhope has voted to purchase CivicClerk Agenda Management Program from CivicPlus with the initial cost of \$17,200.01; and the program is available for direct procurement through the Interlocal Purchasing System ("TIPS") which has been nationally bid; and authorizes the Mayor to execute the Statement of Work for this purchase.

Adopted on this 22nd day of March, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

City of Fairhope
Project Funding Request

Issuing Date: 3/14/2023

Please return this Routing Sheet to Treasurer by: ASAP

Project Name: Procurement of CivicClerk Agenda Management Program

MSJ

Project Location: IT

Presented to City Council: 3/22/2023

Resolution # :
Approved _____

Funding Request Sponsor: Jeff Montgomery, Director of Information Technology

Changed _____

Rejected _____

Project Cash Requirement Requested:
Cost: \$ 17,200.01

Vendor: CivicPlus

\$ MAR 16 '23 4:21:28

Project Engineer: n/a

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

Department Funding This Project

General Gas Electric Water Wastewater Sanitation Cap Project Impact Gas Tax 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 Meter-19 IT-16
Fleet-46 Golf-50 Golf Grounds-55 Museum-27 NonDeptFac-75 Debt Service-85 Marina-34 Plan/Zone-12 Adult Rec-30

Project will be:

Expensed _____
Capitalized XXX
Inventoried _____

Funding Source:

Operating Expenses _____
Budgeted Capital XXX
Unfunded _____

Expense Code: 001160-50470
G/L Acct Name: Purchases Vehicles & Equipment

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

Project Budgeted: \$ 19,864.00
Balance Sheet Item-
Included in projected
cash flow

Over (Under) budget amount: \$ (2,663.99)

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

Capital Lease: _____ - Payment _____ Term _____

City Council Prior Approval/Date? _____

Senior Accountant

City Treasurer

Mayor

Purchasing Memo Date: 3/13/2023

Purchasing Memo Date: 3/13/2023

Delivered To Date: 3/14/2023

Request Approved Date: 3/14/2023

Request Approved Date: 3/14/2023

Approved Date: 3/14/2023

Signatures: *Aislinn Stone*
Aislinn Stone

Signatures: *Kim Creech*
Kim Creech

Signatures: *Sherry Sullivan*
Mayor Sherry Sullivan

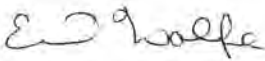


MEMO

Sherry Sullivan
Mayor

To: Aislinn Stone, Senior Accountant
Kimberly Creech, Treasurer

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

From: 
Erin Wolfe, Purchasing Manager

Date: March 13, 2023

Lisa A. Hanks, MMC
City Clerk

Re: Green Sheet and City Council Approval for the Procurement of
CivicClerk Agenda Management Program

Kimberly Creech
Treasurer

The I.T. Director, Jeff Montgomery, requests approval to procure CivicClerk Agenda Management Program for all boards from CivicPlus.

The contract for CivicClerk from CivicPlus would include the following:

- CivicClerk Annual Fee for Agenda and Minutes Management
- CivicClerk Media Implementation
- CivicClerk Media Annual Fee that includes unlimited storage, unlimited users, up to 3 concurrent streams
- CivicClerk Premium Configuration
- CivicClerk Custom Template Design
- CivicClerk Consulting – 1 hour, virtual
- CivicClerk Virtual Training – 4 hours
- CivicClerk Historical File Import – up to 7,500 files

The contract is through The Interlocal Purchasing System ("TIPS") contract #220105 and therefore does not have to be let out to bid. The initial start up and annual cost is Seventeen Thousand Two Hundred Dollars and One Cent (\$17,200.01) and \$12,262.27 each subsequent year.

NOTES:

See Attached Vendor Proposal for Details.

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

Please compose a Green Sheet and place on the next available City Council Agenda this request to approve this procurement of The CivicClerk agenda management program from CivicPlus for \$17,200.01.

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

CC: Jeff Montgomery, Clint Steadham



CivicPlus

302 South 4th St. Suite 500
 Manhattan, KS 66502
 US

Quote #:
Date:
Expires On:

Q-37354-1
 2/8/2023 4:09 PM
 5/31/2023

Client:
 FAIRHOPE, ALABAMA

Bill To:
 FAIRHOPE, ALABAMA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Darren Cornejo	x	darren.cornejo@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable
1.00	CivicClerk Media Implementation	CivicClerk Media Implementation Fee	One-time
1.00	CivicClerk Media Annual Fee	Unlimited storage, unlimited users, up to 3 concurrent streams	Renewable
1.00	CivicClerk Premium Implementation Package	Premium Implementation Package – Up to 12 # of Boards	
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration	One-time
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time
2.00	CivicClerk Consulting (1h, virtual)	1 hour Virtual Consulting	One-time
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	One-time

List Price - Year 1 Total	USD 19,808.00
Total Investment - Year 1	USD 17,200.01
Annual Recurring Services - Year 2	USD 12,262.27

Total Days of Quote:365

1. This Statement of Work ("SOW") and the Interlocal Purchasing System Contract #220105 ("TIPS Contract #220105") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby

attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term equal to 365 days from the date of signing ("Initial Term"). In the event that neither party gives 60 days' notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term ("Renewal Term"). The Initial Term and all Renewal Terms are collectively referred to as the "Term".
3. The Total Investment - Year 1 will be invoiced at signing of this SOW. Client will pay all invoices within 30 days of the date of invoice.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.
5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.
7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.
8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client's use of the services in the intended course of business as Go Live. "Go-Live" is defined as the Client's use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned; Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization			URL
Street Address _____			
Address 2 _____			
City	State	Postal Code	

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact			E-Mail
Phone	Ext.	Fax	
Billing Address _____			
Address 2 _____			
City	State	Postal Code	
Tax ID #		Sales Tax Exempt #	
Billing Terms		Account Rep	
Info Required on Invoice (PO or Job #) _____			

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources: _____

Contract Contact			Email
Phone	Ext.	Fax	
Project Contact			Email
Phone	Ext.	Fax	



**CITY OF FAIRHOPE
PURCHASING DEPARTMENT
PURCHASING REQUEST FORM**

Name: Jeff Montgomery

Date: 02/21/23

Department: IT

Expenditure Threshold**	Distinctions	Quotes Required	Approval	Green Sheet	Resolution
Under \$5,000	No restrictions	Not Required	N/A	N/A	N/A
Utilities \$5,001-\$10,000	Operational NON -Budgeted	Three	Treasurer/Mayor	N/A	N/A
Greater than: Gen Govt - \$5,001 Utilities - \$10,001	Operational NON -Budgeted	Three	Council	Required	Required
Gen Govt - \$5,001-\$15,000 Utilities - \$10,001 - \$15,000	Operational Budgeted	Three	Treasurer	N/A	N/A
Over \$15,000/\$50,000	Operational Budget*	State Bid List or Buying Group	Treasurer/Mayor	N/A	N/A
Over \$15,000/\$50,000	Operational Budgeted	Bids	Council	Required	Required
Professional Service Over \$5,000	Budgeted or Non-Budgeted	Mayor Select	Council	Required	Required

*Budgeted items that meet or are under budget may be purchased with the Mayor and/or Treasurer's approval if they are on the State Bid list or from an approved buying group. Items that are over budget must go to Council for approval and will require a green sheet and resolution.

**Expenditure Threshold is a combined total of labor and materials, including materials provided by the City. If the total amount is within \$10,000 of the listed threshold, Purchasing/Treasurer may require a formal bid due to potential materials cost increases.

QUOTES

Vendor Name	Vendor Quote
1. <u>CIVICCLERK</u>	\$ <u>17,200.01</u>
2. <u>Click or tap here to enter text.</u>	\$ _____
3. <u>Click or tap here to enter text.</u>	\$ _____

Check any applicable boxes: State Contract ALDOT Purchasing Group
 Sole Source (Attach Sole Source Justification)

ITEM OR SERVICE INFORMATION

1. What item or service do you need to purchase? Agenda Management for all boards
2. What is the total cost of the item or service? 17,200.01
3. How many do you need? 1
4. Item or Service Is: New Used Replacement Annual Request
5. Vendor Name (Lowest Quote): CivicPlus
6. Vendor Number: 7597

If you do not have a Vendor Number, please go to the City of Fairhope page: www.FairhopeAL.gov, Departments, Purchasing, Vendor Registration, and complete the required information.

BUDGET INFORMATION

1. Is it budgeted? Yes No Emergency Request
2. If budgeted, what is the budgeted amount? 001160-50470

Email completed form with quotes and other supporting documentation to
Erin.Wolfe@FairhopeAL.gov and Rhonda.Cunningham@FairhopeAL.gov.

RESOLUTION NO. _____

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FAIRHOPE, That Mayor Sherry Sullivan is authorized to execute the proposed Memorandum of Understanding and negotiate a lease agreement to be brought back to Council for approval between the City of Fairhope and Dogwood BJE, LLC.

Adopted on this 22nd day of March, 2023

Jay Robinson, Council President

Attest:

Lisa A. Hanks, MMC
City Clerk

RECREATION BOARD

NOMINEE (S)

4 – Year Term

APPOINTMENTS

Josh Warren
Debra Flowers

The term shall end March 2027

REAPPOINTMENTS

CITY OF FAIRHOPE



aw

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: **Warren** First Name: **Josh** Phone Number:
251-656-6211 Cell: **Same** Email: **j3d2w@yahoo.com**

Home Address: **19264 Fairfax Dr**

City: **Fairhope** State: **AL** Zip: **36532**

Business Address: _____

City: _____ State: _____ Zip: _____

Name of Board or Committee: **Recreation Board**

EDUCATIONAL BACKGROUND:

HS 1997 Montgomery Catholic High Montgomery AL
College: Undergrad 2001 Troy State University B.S. Athletic Training
College: Graduate 2003 University of Alabama M.A. Sports Medicine Healthcare

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

Certified Designated Representative State of Florida Board of Pharmacies 2018 - Present
Windward Village Condo Owners Association President 2019-Present
Past Board Member Baldwin County Trail Blazers 2018-2020

PROFESSIONAL EXPERIENCE:

Certified Athletic Trainer - Fairhope Physical Therapy/ Fairhope High School 2003-2007
Fundraising Consultant - Adrenaline Fundraising 2007-2010
Medical Device Sales - Dynasplint Systems 2010-2013
Pharmaceutical Sales - API Solutions 2013-Present

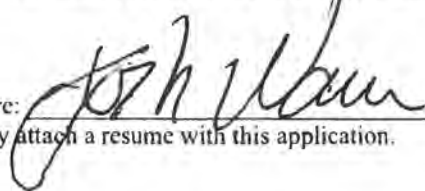
CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

Fairhope Schools, Fairhope Youth Sports, Fairhope Walking School Bus, Walk-able and Bike-able Communities.
I have been Volunteer Coach in Fairhope Youth Soccer HC 2014-2017, Fairhope Youth Basketball HC 2013-2016,
Fairhope Youth Baseball 2014-2022, Upward Flag Football HC 2017-2019, and Fairhope Tackle Football AC 2020-2021.

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

I have been involved with Fairhope Athletics for 19 years as a HS Staff Member, as a Fundraiser, and as a Parent. I currently have a 7th Grade Boy at Fairhope Middle School. With my background and various experience in communities and programs throughout South Alabama I have a unique perspective over various sports. I have a passion to see improvements in all areas of Fairhope recreation, both School and City Interests.

Signature:



Date:

12-29-2022

You may attach a resume with this application.

Josh Warren, CDR

19264 Fairfax Dr ♦ Fairhope, AL 36532 ♦ 251-656-6211 ♦ @j3d2w@yahoo.com

PROFESSIONAL EXPERIENCE

API Solutions Inc. Daphne, AL

Oct 2013-Present

Vice President

April 2019-Present

Promoted to Vice President to oversee sales and New Product development

Certified Designated Representative

January 2018-Present

Completed State of Florida certification for Out of State Rx Drug Wholesaler CDR # 8812076

Purchasing Manager

January 2016-Present

Promoted to Purchasing Manager at start of Calendar Year 2016. Duties Include: Inventory Management, Vendor relations, FDA and Drug Firm registration, Product List and Sales Pricing, Wholesaler to Wholesaler Sales initiatives, Vetting New Vendors for Purchasing

- ♦ Increased Profit Margin 3% in second half 2016 Calendar Year
- ♦ Increased Profit Margin 6.5% in 2017 Calendar Year

Sales Consultant

Oct 2013-2016

Hired to Manage 35 current accounts and gain 5 new accounts per month while increasing revenue 10% per quarter by offering wholesale bulk chemicals for pharmaceutical compounding across 46 states with active licenses under each state Board of Pharmacy. Managed 35 active accounts starting at average monthly sales of \$24,000. Inside sales calls to compounding pharmacies marketing active pharmaceutical ingredients for injectables, topical creams, suppositories, troches, nasal sprays. Marketed packaging products for sterile compounding in form of vials, stoppers, No Crimp tops, Airless pump bottles, and Lypholizers. Specialized in Bulk pricing and monthly volume management for pharmacies in RxPro Pharmacy network in Jackson Miss. I was chosen to represent company at Alabama Pharmacy Association Conference in 2014 in Vendor Spotlight Role.

- ♦ \$128,000 Q4 Gross Sales 2013
- ♦ \$2,512,119 Calendar Year 2014
- ♦ \$2,479,002 Calendar Year 2015
- ♦ \$587,571 Calendar Year 2016
- ♦ \$557,362 Calendar Year 2017
- ♦ \$781,183 Calendar Year 2018
- ♦ Ranked 1st in New Accounts Calendar Year 2014 with 77
- ♦ Ranked 1st in New Accounts Calendar Year 2015 with 97
- ♦ Ranked 1st in New Accounts Calendar year 2016 with 38

Dynasplint Systems Inc, Severna Park, MD

Oct 2010-Aug 2013

Orthopedic Sales Consultant

Hired to grow and manage local accounts and revenue within the Orthopedic and Sports Medicine division consisting of 50 products treating Limited Range of Motion in 17 Joints in the Body with annual revenues of \$100 Million. Created strategic marketing plans for prescription ordering based on appropriate diagnosis of patients with joint contractures. Partnered with physicians' rehabilitation team

to develop protocols for identifying appropriate patients to facilitate pro-active ordering to improve patient outcomes from injury and post surgical cases. I managed product education to physicians, their staff, and physical therapist explaining features and benefits of product and its appropriate use. I created device demos that were implemented at regional team meeting to other members of selling team (Knee Demo and Cone Demo). I managed patient interaction including explanation of insurance benefits, patient use agreements, monthly rental return policy and instruction of device use including wear protocols for 230 patients per year. Recruited colleagues to join Dynasplint and start Neurological division in territory.

- ◆ Grew Unit volume 33% in Calendar year 2011 from 167 units rented to 224 units rented through continuous marketing and patient care.
- ◆ Achieved \$176,000 in Net Revenue up 9% from prior year in calendar year 2011.
- ◆ Achieved 34% Growth in Average Monthly rental from 50 to 67 in calendar year 2011
- ◆ Grew Unit Volume 9% from 224 to 244 in calendar year 2012
- ◆ Achieved \$183,000 in Net Revenue up 2% from in Calendar year 2012
- ◆ Achieved 6% Growth in Average Monthly Rental from 67 to 73 in Calendar year 2012
- ◆ Appointed to Self Pay Task force in September 2012 for achieving high percentage of self pay insurance conversions

Adrenaline Fundraising, Fairhope, AL
Sales Consultant

Aug 2007-Oct 2010

Hired to Expand Territory from 8 Counties to 30 Counties in lower Alabama and Florida Panhandle calling on High School Athletic Directors and Head Coaches to raise money for local teams through systematic fundraising programs. Sold a systematic fundraising program designed to maximize school profits through organization, promotion, branding, and selling implemented by myself and executed by staff and players during a two week selling cycle. Given prior business of 8 schools and 8 individual teams selling a single product and expanded to 38 schools and 57 individual teams selling 5 products over a 3 year period. Launched new products into market in 2008 including a Discount product and a Frozen Food product. Sold over 10,000 pieces of frozen product in first spring up from 1000 the prior year. Sold 15,000 Discount products in first fall up from 5,000 the prior year. Built discount products with local merchants by proper branding and discount promotions to increase foot traffic and volume selling in each particular merchant that participated. Built and designed discount products to promote schools and merchants to increase sales relationships with local merchants through discount program to ensure yearly participation on product. Managed all accounting for fundraisers from program implementation, product building, team organizing, selling checkpoints, and monetary closeouts up to 280,000 Gross in final year of employment.

- ◆ Achieved growth in Net Revenue year over year such as 200% in 2008, 19% in 2009, and 12% in 2010 through systematic fundraising programs and creative promotions and programs.
- ◆ Qualified for year end Bonus based on sales quotas in each year 2008-2010

Fairhope Physical Therapy, Fairhope, AL
Certified Athletic Trainer

July 2003-Aug 2007

Hired to be Head Athletic Trainer in charge of medical coverage for all Athletic teams at Fairhope High School. Managed care of 300 athletes in 10 sports specifically in the prevention, recognition, rehabilitation of injuries. Developed rehab protocols and programs for athlete return to play after injury and/or surgery. Marketed to local orthopedic doctors to communicate care for all athletes. Followed protocol based out patient clinic care for 40 patients daily under instruction from licensed physical therapist.

EDUCATION & PROFESSIONAL DEVELOPMENT

MA in Sports Medicine Healthcare, University of Alabama, Tuscaloosa, AL 2003

BS in Athletic Training, Troy State University, Troy, AL 2001

Dynasplint Sales Training:

Comp I Training

Comp II Training

Corporate Training

CITY OF FAIRHOPE



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APPLICATION FOR APPOINTMENT TO A CITY BOARD OR COMMITTEE

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

Please return this application to the Fairhope City Clerk at City Hall, 161 North Section Street, Fairhope, Alabama 3 6532 or mail to City of Fairhope, Attention Fairhope City Clerk, P. O. Drawer 429, Fairhope, Alabama 36533. PLEASE PRINT CLEARLY

Last Name: **Flowers** First Name: **Debra** Phone Number: _____
Cell: **3347409493** Email: **debrabb2@gmail.com**
Home Address: **127 Glen Hardie Dr.**
City: **Fairhope** State: **AL** Zip: **36532**
Business Address: **same**
City: _____ State: _____ Zip: _____
Name of Board or Committee: **Recreation- or Fairhope Public Schools Commission**

EDUCATIONAL BACKGROUND:

BA-Physical Education- EIU
MA- Education Administration-Auburn
Specialist- Ed Administration-Auburn

PROFESSIONAL LICENSES AND/OR ASSOCIATIONS:

** See attached resume*

PROFESSIONAL EXPERIENCE:

-Middle School Principal- Drake Middle School-Auburn -16 years- Alabama Middle School Principal of the Year-Represented State in Washington
-Middle School Assistant Principal- 3 years-Auburn. AL
-Physical Education Teacher- Chicago Area, and Auburn AL

*- Fitness Instructor 7 years - All Fitness classes
B. You Fitness - Louisville, KY*

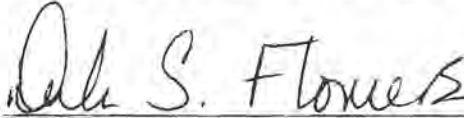
CIVIC INTERESTS AND/OR SERVICE MEMBERSHIPS:

I do not have any service memberships- however, my Civic Interests are broad- I am open to any area that needs assistance in our community

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

My background in Recreation and Education is extensive. I have been in a leadership role for the past 20 years and still lead a team. I am personable, friendly and am not afraid to make a decision. I am from Auburn, my husband grew up in Atmore, AL. We decided to come back to Alabama from Louisville two years ago and moved to Fairhope to be close to both of our families. Our daughter and her husband have moved in recently as well. Fairhope is our forever area and I want to get involved in the community

Signature:



1/22/09

Date:

You may attach a resume with this application.

Debra Flowers

Fairhope, Alabama

(334)740-9493

Professional

Managing Director- PeopleSuite- Remote-Charlotte, NC	(2022-Current)
Recruiter- PeopleSuite- Remote-Charlotte, NC	(2020-2022)
Manager - B.You Fitness Instructor - Louisville, KY	(2016-Current)
Co-Owner - The Comfy Cow Ice Cream Store - Louisville, KY	(2012-2016)
Principal - J. F. Drake Middle School - Auburn, AL	(1998-2011)
Principal - J. F. Drake Middle School and Samford Middle School - Auburn, AL	(2001-2002)
Assistant Principal - J. F. Drake Middle School - Auburn, AL	(1994-98)
Physical Education Teacher - Auburn Jr. High School - Auburn, AL	(1992-94)
Physical Education Teacher - Elgin High School - Elgin, IL	(1986-92)
Sales Representative - Pitney Bowes - Bloomingdale, IL	(1985-86)

Education

- o M.A., Physical Education, Chicago State University
- o B.S., Physical Education, Eastern Illinois University
- o Certificate of Administration, Auburn University

Professional Organizations

- o NMSA (National Middle School Association)
- o CLAS (Council for Leaders in Alabama Schools)
- o AAMLA (Alabama Association of Middle Level Administrators)
- o Exceptional Outreach Board (Adults/Children with Exceptional Needs)
- o Auburn United Methodist Church Committee Member
- o Lee County Humane Society

Professional Activities

- o "Survivor" Tocantins Season 18 cast member
- o Alabama Middle School Principal of the Year
- o Professional Motivational Speaker 2008-present. (Colleges, Professional Organizations, Schools, Medical Community, State Educational Conferences).
- o CBS Survivor #20 Reunion Host
- o CBS Website Season #19 Blogger
- o Dr. Harry Wong, co-authored educational article, Dr. Wong requested permission to use my quotes in his recent book and lecture circuit,
- o "My Torch is Still Burning", National Middle School Association Presenter, Indiana,
- o National Middle School Association presenter, Teaming is the Key, co-presenter, Dr. Paul George.
- o ALFA Insurance Principal of the Month.
- o National Association of Secondary School Principals Awards Banquet, NASSP Washington, DC. Represented Alabama.
- o Invited speaker, Alabama Outreach, "In-School Suspension Programs That Work,"
- o Invited speaker, 7th Annual VOICES for Alabama's Children Seminar, Education Report.
- o National Middle School Association Conference Presenter:
"Camp Drake Middle; Making Transitions Fun for All." Philadelphia PA
- o Auburn City Schools/Auburn University Leadership Capacity Building Program Participant.
- o Invited speaker, University of Florida, Seminar on Middle School Students and Drake Middle School, Graduate Students.

- o Governor's Congress on School Leadership: Task Force 3 Member. Researching and planning for future educational leaders of Alabama.
- o National Middle School Association Conference Presenter: "The Principal and the Three Teacher Teams." Minneapolis MN.
- o Alabama Staff Development Council Presenter: "Teaming in the Middle Schools: The Key to Success." Birmingham, AL.
- o Auburn University/Auburn City Schools Leadership Capacity Building Program Participant. Organization to train and produce leaders.
- o Southern Association of Colleges and Schools. Review team committee member. Various schools.
- o Cooperative Learning Training and Implementation.
- o Auburn University Regional In-Service Center Presenter: "Discipline and the Middle School Student," "Leadership Skills that Work," "How to Build an Effective Middle School Where ALL Students Succeed," "The Teaming Approach." Various schools throughout the state.
- o Alabama Reading Initiative: J.F. Drake Middle School selected as a literacy demonstration site.
- o Alabama Reading Initiative Selection Committee. Visited various schools to select participants for the initiative.
- o Alabama Reading Initiative Presenter: "Intervention Strategies," "The Principal Module."
- o Curriculum Committee Member, Auburn City Schools.
- o Esteem Builders Presenter. Presented Esteem Builders Curriculum to various schools across the State.
- o Auburn University Ethics Seminar: Participant on diversity.

School Awards/Accomplishments

- o Alabama Reading Initiative Literacy Demonstration Site: Selected 1999 for the State of Alabama.
- o Alabama Math Science Technology Institute School: Selected 2003 for the State of Alabama.
- o Recognized by Dr. Paul George, Distinguished Professor, University of Florida, as one of the top ten middle schools in the country. 2004.
- o NASA: Selected as a presentation school for NASA Science. 2006
- o State Governors Award for Academic Excellence: 2006.
- o Alabama Math Science Technology Initiative (AMSTI) Selected School 2007.
- o Alabama Middle School Principal of the Year 2007-2008
- o ALFA Principal of the Month 2008
- o SMART Showcase Elite School, April 2011

Publications

- o "Surviving without a Principal", Teachers.Net, Harry and Rosemary Wong - 2010
- o "Celebrate the Principalship", NASSP Principal Leadership - 2010
- o Lee County Magazine - 2009
- o Alfa Friends and Family - 2009
- o "My Torch is Still Burning Bright", Middle Grounds Magazine - 2009
- o Southern Association of Colleges and Schools. Co-author of article, "J.F. Drake Middle School: Our Accreditation Journey." Vol. 56, No. 4, 2004