AGENDA
MOBILE CITY COUNCIL MEETING

Tuesday, November 22, 2022, 10:30 AM

1. **CALL TO ORDER**
2. **INVOCATION**

   Pastor Tamika Pharr, Rebirth Apostolic Ministry

3. **PLEDGE OF ALLEGIANCE**
4. **ROLL CALL**
5. **STATEMENT OF RULES BY COUNCIL PRESIDENT**
6. **APPROVAL OF MINUTES**

   November 8 & 15, 2022

7. **COMMUNICATIONS FROM THE MAYOR**
8. **ADOPTION OF THE AGENDA**
9. **APPEALS**

   Request of Bettye Brown for a waiver of the Noise Ordinance at 2607 Berkley Avenue on December 3, 2022, from 12:00 p.m. - 7:00 p.m. (District 1).

   Request of Michael Moore, Harvest Church, for a waiver of the Noise Ordinance at Bienville Square on December 23, 2022, from 7:00 p.m. - 9:00 p.m. (District 2).

   Request of Yvette Young, Revitalize DIP, for a waiver of the Noise Ordinance at 2900 Gulfdale Drive on December 3, 2022, from 9:00 a.m. - 1:00 - p.m. (District 3).

   Request of Travis Poellenitz, Feed the Streets Alabama, for a waiver of the Noise Ordinance at Public Safety Memorial Park on November 24, 2022, from 1:00 p.m. - 5:00 p.m. (District 5).

10. **PUBLIC HEARINGS**

Public hearing to consider ordinance to amend proposed amendments to Section 64.3.I, Downtown Development District, of the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991, and proposed amendment to Appendix A, Downtown Development Code, Chapter 64 of the Mobile City Code, 2022.

Public hearing to rezone property located at the south side of Dauphin Street, 520' +/- east of Sage Avenue, extending to the east side of Sage Avenue, extending to the west termini of Exter Drive and Sherwood Drive, S., from LB-2 and R-3 to R-3 (District 1).

Public hearing to rezone property located at 2819 Government Boulevard from R-1 and B-2 to B-2 (District 3).

Public hearing to rezone property located at 1263 Baker Street, from R-2 and I-2 to I-2 (District 3).

11. PRESENTATION OF PETITIONS AND OTHER COMMUNICATIONS TO THE COUNCIL

Michael Pierce - Update on Mobile Housing Authority.

Zachary Huey - Darren Wesley Hall Compassion Act and Ordinance 01-062.

Reggie Hill - Sponsorship request for Chapters 38 & 46 and itemized overview of resolution and ordinance presented last week.

12. ORDINANCES HELD OVER

01-043 Ordinance to define the City of Mobile "Central Business District" (sponsored by Councilmember Carroll) (submitted by Chris Arledge, Council Attorney).

07-058 Amend Chapter 7 of the Mobile City Code, "Animals and Fowls" (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

65-061 Ordinance to amend Sec. 65-4(c)(7), "Tree Protection and Management" of the Mobile City Code (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

13. CONSENT RESOLUTIONS HELD OVER

40-786 Declare the structure at 1005 Texas Street a public nuisance and order it demolished (sponsored by Councilmember Carroll).

14. RESOLUTIONS HELD OVER

08-1013 Approve purchase orders for fuel for various City departments (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

09-1014 Transfer funds from the Alabama Municipal Trust Fund to Capital Project Mounted Unit-New Training Facility; $67,500.00 (sponsored by Mayor Stimpson) (submitted by Relya Mallory, Capital Projects Admin.).

21-1015 Authorize contract with Chris Brewer Contracting, Inc. for the partial demolition of the decommissioned Ziebach Waste Water Treatment Plant; $484,027.75 (sponsored by Councilmember Small and Mayor Stimpson) (submitted by Jennifer Greene, Programs & Project Mgmt.).

21-1016 Authorize contract with Ardurra Group, Inc. for assessment of the watershed for Stickney Drainage Study; $70,000.00 (sponsored by Councilmember Penn and Mayor Stimpson) (submitted by Nick Amberger, Engineering Dept.).

21-1017 Authorize contract with Goodwyn Mills Cawood, Inc. for design and construction administration of a new facility at the Mobile Police Department Mounted Unit; $296,657.44 (sponsored by Councilmember Gregory and Mayor Stimpson) (submitted by Carleen Stout, REAM Dept.).

60-1018 Approve amendment of charter documents and bylaws of the Mobile Airport Authority (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

15. ORDINANCES BEING INTRODUCED

01-062 Ordinance to authorize the operation of medical cannabis dispensing sites within the City limits of the City of Mobile (sponsored by Councilmembers Penn, Carroll, Small, Daves and Gregory).

64-063 Ordinance to amend proposed amendments to Section 64.3.I, Downtown Development District, of the current zoning ordinance, Chapter 64 of the Mobile City Code, 1991, and proposed amendment to Appendix A, Downtown Development Code, Chapter 64 of the Mobile City Code, 2022 (sponsored by Councilmembers Carroll and Jones).

64-064 rezone property located at the south side of Dauphin Street, 520' +/- east of Sage Avenue, extending to the east side of Sage Avenue, extending to the west termini of Exter Drive and Sherwood Drive, S., from LB-2 and R-3 to R-3 (sponsored by Councilmember Penn).

64-065 rezone property located at 2819 Government Boulevard from R-1 and B-2 to B-2 (sponsored by Councilmember Small).

64-066 rezone property located at 1263 Baker Street, from R-2 and I-2 to I-2 (sponsored by Councilmember Small).

16. CONSENT RESOLUTIONS BEING INTRODUCED

60-1021 Approve award of special bonus to the Firefighter of the Month;

Norton (sponsored by Mayor Stimpson) (submitted by Chief Jeremy Lami, MFRD).

60-1022 Approve award of special bonus to the Officer of the Month; McGuire (sponsored by Mayor Stimpson) (submitted by Chief Paul Prine, MPD).

60-1023 Determine an appropriation to Alabama Association Zeta Phi Beta Sorority, Inc. serves a public purpose and approve payment (sponsored by Councilmember Penn) (submitted by Rebecca Christian, Accounting Dept.).

60-1024 Determine an appropriation to Stewart Memorial Christian Methodist Episcopal Church serves a public purpose and approve payment (sponsored by Councilmember Carroll) (submitted by Rebecca Christian, Accounting Dept.).

60-1025 Determine an appropriation to RevitalizeDIP serves a public purpose and approve payment (sponsored by Councilmember Small) (submitted by Rebecca Christian, Accounting Dept.).

60-1026 Determine an appropriation to Forest Hill Elementary School serves a public purpose and approve payment (sponsored by Councilmember Gregory) (submitted by Rebecca Christian, Accounting Dept.).

17. RESOLUTIONS BEING INTRODUCED

08-1027 Approve purchase order to Donohoo Chevrolet, LLC for Chevrolet Tahoe; MFRD; $57,933.00 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

08-1028 Approve purchase order to Tyler Technologies, Inc. for annual continuing education services; $18,655.69 (sponsored by Mayor Stimpson) (submitted by John Paine, Purchasing Dept.).

21-1029 Authorize contract with Melvin Pierce Painting, Inc. for exterior renovations at the History Museum of Mobile; $442,550.00 (sponsored by Councilmember Carroll and Mayor Stimpson) (submitted by Carleen Stout, Interim Director of REAM Dept.).

60-1030 Authorize Settlement Agreement and Release of Claims; Bell (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1031 Approve Settlement Agreement and Release of Claims; Nelson (sponsored by Mayor Stimpson) (submitted by Ricardo Woods, City Attorney).

60-1034 Adopt the "Master Plan Civic Center Site by Populous 2022" (sponsored by Councilmembers Carroll and Jones).

18. CALL FOR PUBLIC HEARINGS

41-1032 Call for public hearing to consider approval of a Certificate of Public Convenience and Necessity to Bethel Non-Emergency Medical Transportation,

LLC to operate a non-emergency medical transport service (scheduled for December 6, 2022).

41-1033 Call for public hearing to rezone property located at 6137 Todd Acres Drive from R-A, B-5, I-1 and I-2 to I-2 (District 4) (scheduled for December 20, 2022).

19. ANNOUNCEMENTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/3/2022 - 4:29 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
No Attachments Available		

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 9:59 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmember Penn

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Brown	Cover Memo	11/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/21/2022 - 1:55 PM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Bettye BROWN
PLEASE PRINT ALL INFORMATION

Home Phone Number: 251 452-4676 Cell Number: 251 442-7468

Organization (if applicable) N/A

Mailing Address of Applicant 2607 Berkley Ave 36617

Telephone No. _____ E-mail address Bettye BROWN10@gmail.com

Location or address of event where amplification will be used:

533 Helvetia St 36617

Date of Event: 12-3-2022 Starting Time: 12:00 pm Ending Time 7:00 pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Lawn Party

Do you plan to sell alcohol at this event? YES _____ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Moore	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 10:12 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

CITY CLERK DEPARTMENT
2022 NOV 14 AM 8:49

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]: *(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:*

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Michael Moore
PLEASE PRINT ALL INFORMATION

Home Phone Number: ——— Cell Number: 251-689-3520

Organization (if applicable) Harvest Church

Mailing Address of Applicant 1275 E I-65 Service Rd S, Mobile, 36606

Telephone No. 251-689-3520 E-mail address Mike@harvestmobile.com

Location or address of event where amplification will be used:

Bienville Square

Date of Event: 12/23/22 Starting Time: 7 PM Ending Time 9 PM
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Church Christmas Celebration serving Hot Chocolate + singing Carols!

Do you plan to sell alcohol at this event? ____ YES ✓ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Small

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Young	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 10:13 AM

CITY CLERK DEPARTMENT
2022 NOV 15 PM 2:51

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Yvette Young
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 832-584-3241

Organization (if applicable) RevitalizeDTP

Mailing Address of Applicant P.O. Box 50844, Mobile 36605

Telephone No. _____ E-mail address yvette.young@revitalizedtp.org

Location or address of event where amplification will be used:

2900 DTP & Gulfside Drive

Date of Event: 12-3-22 Starting Time: 9:00 a.m. Ending Time 1:00 p.m.

(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Classic Car Show & Festival

Do you plan to sell alcohol at this event? _____ YES ✓ NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Sponsored by:

Councilmember Daves

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Poellenitz	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 10:15 AM

APPLICATION FOR WAIVER OF NOISE ORDINANCE

Section 39-96-1(c) of the Mobile City Code: Noise in Residential Areas Restricted [2/18/15]:
(a) Use, operate, or permit to be used or operated, any device, radio, musical instrument, television, phonography, drum, sound amplifying equipment or device which produces or reproduces sound, either stationary or mobile, in such a manner that, during the hours from 6:00 am. to 10:00 p.m.:

(i) It is plainly audible at a distance of 50 feet or more from any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City; or

(ii) It creates any noise which exceeds 85 db(a) at any property line within a residential district or upon any public street or right-of-way within, or bordering upon, any residential district within the corporate limits of the City.

NOTE: If your event will have any type of sound system, it is recommended that you apply for a waiver of the City's Noise Ordinance.

Please submit your request at least two (2) weeks prior to your event. The City Council meets every Tuesday and applications have to be received before **2:00 p.m. the previous Thursday** in order to be placed on their next agenda.

Name of Applicant: Travis Poellenitz
PLEASE PRINT ALL INFORMATION

Home Phone Number: _____ Cell Number: 251-223-5422

Organization (if applicable) FEED THE STREETS ALABAMA

Mailing Address of Applicant 2160 Height St Mobile AL 36605

Telephone No. _____ E-mail address Cojack2u@gmail.com

Location or address of event where amplification will be used:
Public Safety Memorial Park

Date of Event: 11-24-22 Starting Time: 1pm Ending Time 5pm
(NOTE: In residential areas, cannot go beyond 10:00 p.m.)

Type of Event: Community charity

Do you plan to sell alcohol at this event? _____ YES • NO

Music containing obscene language or profanity is prohibited

Send form/letter to: Lisa C. Lambert, City Clerk
P. O. Box 1827 Mobile, AL 36633
(251) 208-7411; Fax: (251) 208-7576
Or e-mail to: cityclerk@cityofmobile.org

CITY CLERK DEPARTMENT
2022 NOV 15 PM 1:31

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmembers Carroll and Jones

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	10/11/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/11/2022 - 9:08 AM

41-910 **2022**

RESOLUTION

Sponsored by: Councilmembers Carroll and Jones

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND PROPOSED AMENDMENT TO SECTION 64.3.1, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND PROPOSED AMENDMENT TO APPENDIX A, DOWNTOWN DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/20/2022
Notice	Cover Memo	10/20/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/20/2022 - 2:16 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
South side of Dauphin Street, 520'± East of Sage Avenue,
extending to the East side of Sage Avenue, 905'± South of Dauphin Street,
and extending to the West termini of Exter Drive and Sherwood Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of October, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°18'07"E 589.36 FEET TO A POINT; THENCE RUN S00°43'25"W 40.00 FEET TO A POINT; THENCE RUN S89°18'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID

PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'25"W 388.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'35"W 759.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N00°41'53" E 428.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 318,400 SQUARE FEET OR 7.31± ACRES.
LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,161 SQUARE FEET OR 12.22± ACRES.

The classification of said property is hereby changed from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of October, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 28th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **R-3** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°18'07"E 589.36 FEET TO A POINT; THENCE RUN S00°43'25"W 40.00 FEET TO A POINT; THENCE RUN S89°18'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'25"W 388.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'35"W 759.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N00°41'53" E 428.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING

THE POINT OF BEGINNING. CONTAINING 318,400 SQUARE FEET OR 7.31± ACRES.
LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,161 SQUARE FEET OR 12.22± ACRES.

The classification of said property is hereby changed from **LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **R-3, Multi-Family Residential District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.
Council District 1
Cory Penn

BURR & FORMAN LLP NO. 18612

Vendor City of Mobile 05692 Check Date 10/17/2022

Invoice	Date	Amount	Description
ZON-002202-202	10/17/2022	$388.50	Advertising Fee

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

BURR & FORMAN LLP
420 N 20th Street
Suite 3400
Birmingham, AL 35203

WELLS FARGO - Mobile Sub Operating

Check No. 18612
Date: 10/17/2022
Void After 180 days

Pay: ***Three hundred eighty-eight and 50/100 ***

$*******388.50***

Pay To The Order Of City of Mobile

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 17, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 6, 2022 considered the request of **SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)** for a change in zoning from **LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District** for the property located at the **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Carah Hall
3207 International Drive
Unit G
Mobile, Alabama 36606

Re: **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**
Council District 1
ZON-002202-2022 (Rezoning)
SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 6, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

1) **the subdivision of land into building sites makes reclassification of the land necessary and desirable**

The rezoning should be subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $388.50. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**
Council District 1
ZON-002202-2022 (Rezoning)
SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**
Council District 1
ZON-002202-2022 (Rezoning)
SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

■ **Zoning Change**
$100.00 (if recommended for approval, additional advertising fee required)

☐ **Planning Approval**
$150.00 (non-profit $50)

☐ **Planned Unit Development**
$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

SRV Housing Partners, LLC Attn: Thornton Ratliff — Name
thornton@srvhp.net — Email

c/o KORE, LLC 4700 Colonnade Place Birmingham, AL 35213 — Full Address (Street, City, State, Zip)
(205) 515-7800 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Graf Dairy, LLC Attn: Emil Graf — Name
Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

No improvements — Property Address
a portion of 02-29-08-19-1-001-013. — Parcel Number

LB-2 to R-3: 318,400 Sq.Ft. or 7.31+/- Acres
R-3 to R-3: 532,161 Sq.Ft. or 12.22+/- Acres
Property Area (acres or square feet)

LB-2 and R-3 — Present Zoning
R-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ■ **YES** ☐ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

See attached Letters of Authorization
Applicant Signature

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

See attached Letters of Authorization
Applicant Signature

Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

ZONING FOR
SRV KO SUBDIVISION

1. APPLICANT.

SRV Housing Partners, LLC
Attn: Thornton Ratliff
c/o KORE, LLC
4700 Colonnade Place
Birmingham, AL 35243
Ph: (205) 515-7800

2. OWNER.

Graf Dairy, LLC
Attn: Emil Graf
1 Moulton Place
Mobile, AL 36608

3. PROPERTY INFORMATION.

Brief description of the property location: On the East side of S. Sage Avenue, 857'± North of Emogene Street.

Description of property to be rezoned from LB-2 to R-3: A portion of Lot 1, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, as per plat recorded in Instrument #2020015611 of said Probate Court Records of Mobile County, Alabama; said point being on the East right of way line of South Sage Avenue, as widened; thence along the South boundary of said Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, run S89°18'07"E 589.36 feet to a point; thence run S00°43'25"W 40.00 feet to a point; thence run S89°18'07"E 170.00 feet to a point on the West boundary of Lourando Subdivision, as per plat recorded in Map Book 5, Pages 572-573 of said Probate Court Records of Mobile County, Alabama; thence along said West boundary of Lourando Subdivision, run S00°43'25"W 388.48 feet to the Northeast corner of the aforementioned Lot 4, Graf Dairy; thence along the North boundary of said Lot 4, Graf Dairy, run N89°16'35"W 759.17 feet to the Northwest corner of Lot 4, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the aforementioned East right of way line of South Sage Avenue, as widened; thence along said East right of way line of South Sage Avenue, as widened, run N00°41'53" E 428.14 feet to the Southwest corner of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, as per plat recorded in

Instrument #2020015611 of said Probate Court Records of Mobile County, Alabama; said point being the point of beginning. Containing 318,400 Square Feet or 7.31± Acres.

Description of property to be rezoned from R-3 to R-3: Lot 4, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama. Containing 532,161 Square Feet or 12.22± Acres.

4. APPLICATION DESCRIPTION.

Contemplated use and character of improvements: To accommodate the increased need for housing from expansions of Airbus, Austal and Brookley Field Mobile Airport, the applicant is proposing to build a 358 unit up-scale apartment complex on the existing Lot 4, Graf Dairy (Map Book 119, Page 77), which is currently Zoned R-3. To provide the amenities desired by the potential occupants, the applicant is contracting to purchase additional property (7.31± Acres) to the North of said Lot 4, Graf Dairy, which is currently Zoned LB-2, and has submitted a Preliminary Subdivision Application to create a new lot large enough to accommodate the apartments and the amenities. There will be multiple buildings on a single lot, shared access to Dauphin Street with the properties to the North, and to allow electronic gates at both points of access (of equal or better quality of the attached fence/gate examples) for privacy and safety. The applicant intends to develop a three-story garden product that is surfaced parked (previous project examples are included). Special attention has been given to several trees exceeding 24" on the Lots. The applicant is preserving trees above what is required by code. The intended development will have an abundance of amenities including: best in class leasing office, fitness and yoga facilities, mail kiosk and parcel lockers, resort style pool, pet spa, outdoor grilling stations and gated resident and guest only access. The interiors of the units will be well appointed with granite countertops, 42" cabinets, washer/dryers included and designer lighting.

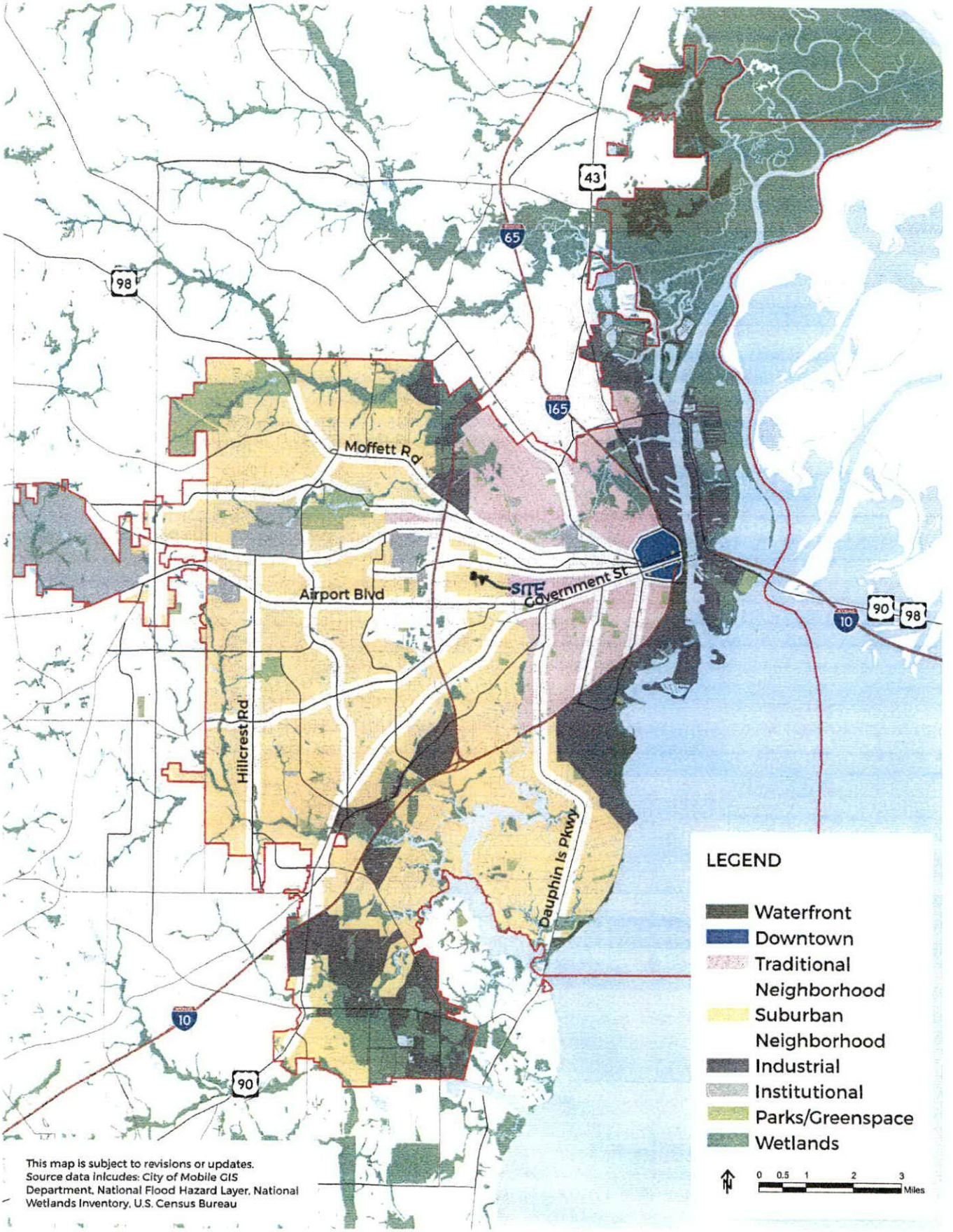
The applicant is requesting the additional acreage be rezoned from LB-2 to R-3 to avoid split-zoning of the newly created 19.53± Acre Lot.

Time schedule for development: Groundbreaking in first quarter of 2023 with an anticipated final CO 18 months later.

5. PLAN CONSISTENCY STATEMENT. Rezoning this LB-2 property to R-3 would be consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth), as the Development Framework Map – Development Areas shows that this area as "Suburban Neighborhood" (see attached map). Rezoning would also be consistent with The Future Land Use Map as it shows this area as Low Density Residential.

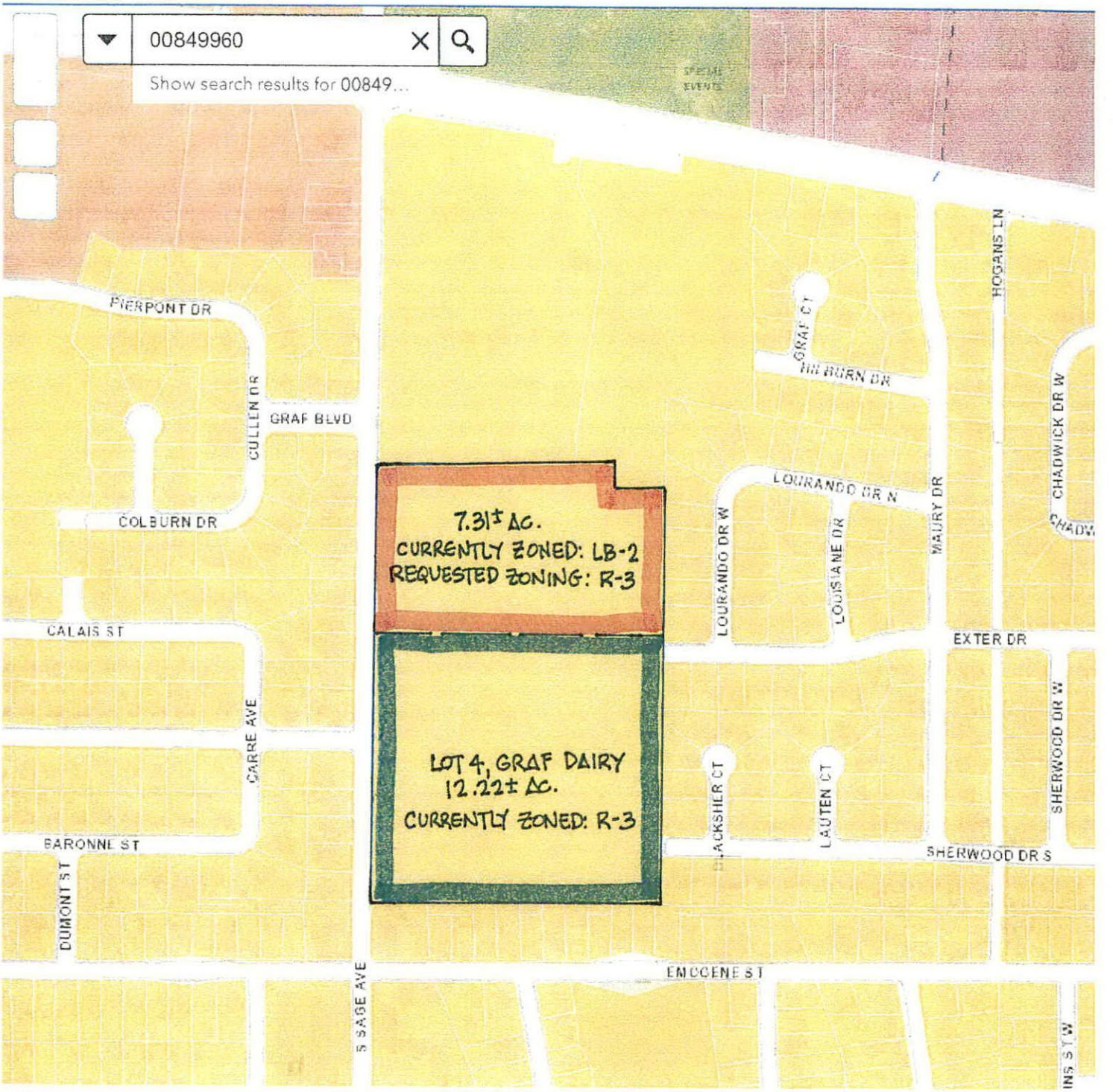
#5

DEVELOPMENT FRAMEWORK MAP - DEVELOPMENT AREAS



#5

Planning and Zoning City of Mobile



FUTURE LAND USE MAP: LOW DENSITY RESIDENTIAL

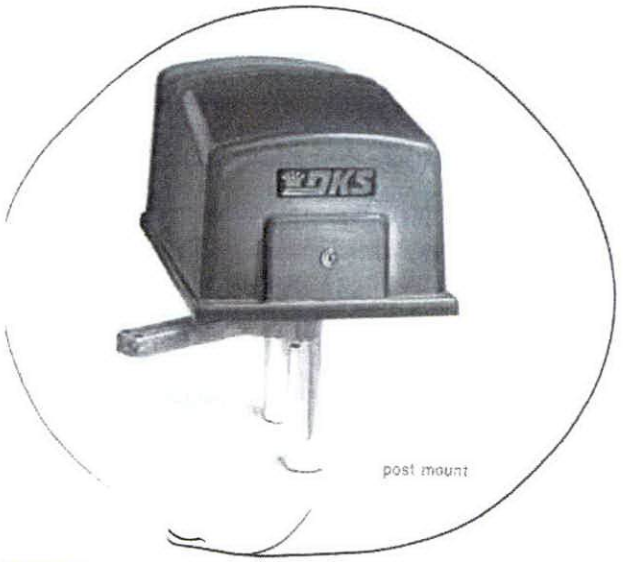
400ft

DOORKING

6050/6100 VEHICULAR SWING GATE OPERATOR



pad mount



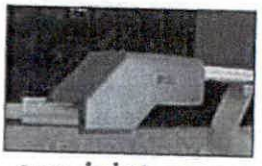
post mount



entrapment
prevention system
reverses gate on contact



smooth operation
no slamming when gate closes



arm joint cover
helps eliminate pinch points



unique design
simplifies installation and provides easy access to all internal parts

FEATURES

- Electronic magnetic limits eliminate old style mechanical switches that can wear out, break or fail
- Automatic self-setting limits mean no limit switch adjustments – ever
- Safety – built-in mechanical and electronic reverse system
- Advanced microprocessor control board features programming switches to set the mode of operation required and has ports for DKS plug-in loop detectors to simplify wiring
- Polyurethane cover protects all critical components from the environment
- G90 galvanized steel frame prevents rusting
- This operator meets or exceeds the requirements of the UL 325 and UL 991 safety standards and is ETL Listed
- 5-year limited warranty

ACCESS CONTROL SOLUTIONS



DOORKING

1835 PC PROGRAMMABLE TELEPHONE ENTRY SYSTEM



flush mount
shown with trim ring sold separately



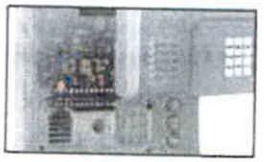
surface mount



wall mount



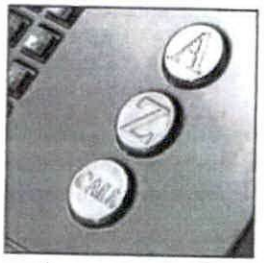
big characters
half inch LCD display



stainless steel
plate and anti-vandal features protects all internal parts



pc programmable
from your PC via modem or RS-232 interface



large scroll
and call buttons

FEATURES

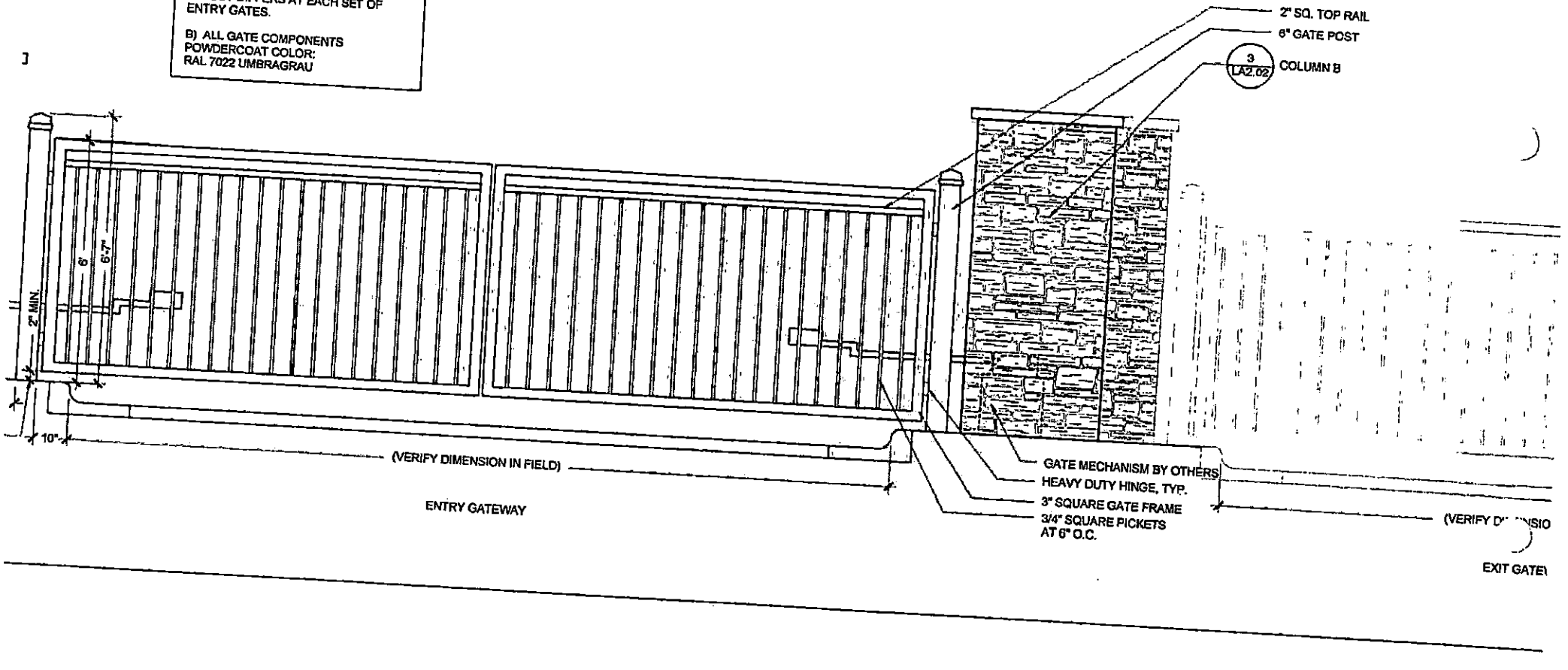
- Provides both resident and visitor access control into and within apartment buildings, gated communities, condominiums, office buildings, factories and industrial sites
- Visitors use the phone system to communicate with a resident who can grant or deny access via their own touch-tone telephone
- Resident access control is provided by means of cards, digital PIN codes, or wireless transmitters
- PC programmable system allows programming from a pc via modem or RS-232 interface. DKS Remote Account Manager and Transaction Analysis software included
- Large A and Z scroll buttons and one touch CALL button makes system operation quick and easy
- 29 programmable security (permission) levels, each with four programmable time zones
- Control up to 16 entry points with optional "Tracker" expansion boards
- Elevator control option controls up to four elevators, each serving up to 64 floors

ACCESS CONTROL SOLUTIONS



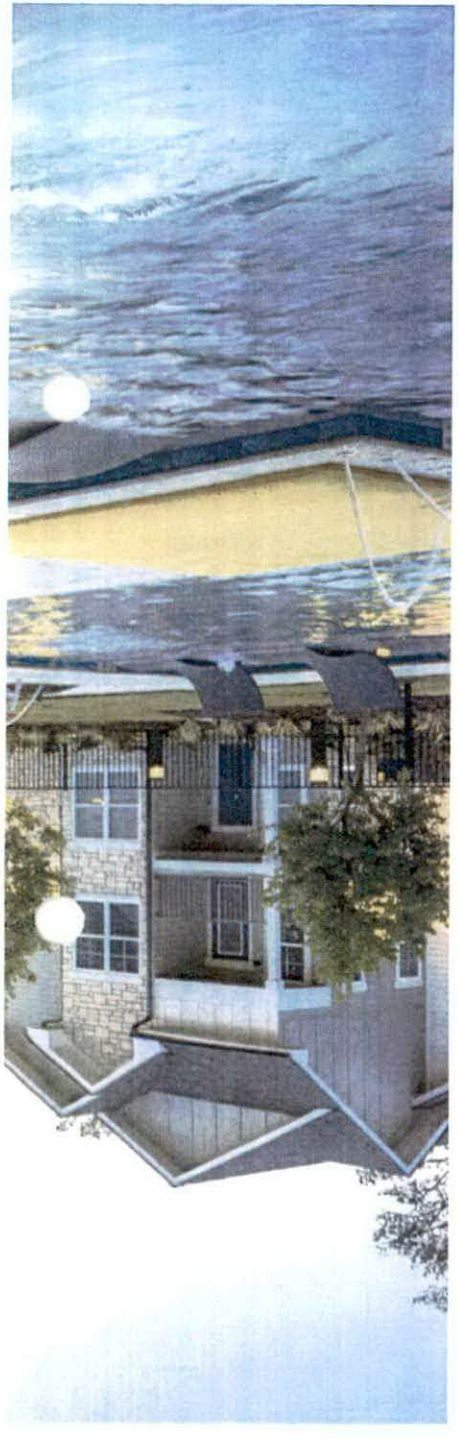
NOTE:
A) VERIFY ON PLANS THE FENCE, WALL, OR VEHICULAR GATE LOCATION ON EITHER SIDE OF TALL COLUMNS. LAYOUT DIFFERS AT EACH SET OF ENTRY GATES.

B) ALL GATE COMPONENTS POWDERCOAT COLOR: RAL 7022 UMBRAGRAU




OUTH SAGE AVENUE


G
I
C
H
G
G







BEACON

Graf Dairy LLC
1 Moulton Place
Mobile, Alabama 36608

September 6, 2022

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for the Subdivision, PUD and Rezoning applications on my property on the East side of Sage Avenue between Dauphin Street and Emogene Street (tax parcel #02-29-08-19-1-001-013.).

Sincerely,

Emil Graf

SRV Housing Partners, LLC
c/o Kore, LLC
4700 Colonnade Place
Birmingham, AL 35243
Ph: (205) 515-7800

September 6, 2022

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf, as applicant, for the Subdivision, PUD and Rezoning applications on the property on the East side of Sage Avenue between Dauphin Street and Emogene Street (tax parcel #02-29-08-19-1-001-013.).

Sincerely,

Thornton Ratliff

Contemplated use and character of improvements:

To accommodate the
increased need for housing from expansions of Airbus, Austal and Brookley Field Mobile Airport, the applicant is proposing to build a 358 unit up-scale apartment complex on the existing Lot 4, Graf Dairy (Map Book 119, Page 77), which is currently Zoned R-3. To provide the amenities desired by the potential occupants, the applicant is contracting to purchase additional property (7.31± Acres) to the North of said Lot 4, Graf Dairy, which is currently Zoned LB-2, and has submitted a Preliminary Subdivision Application to create a new lot large enough to accommodate the apartments and the amenities. There will be multiple buildings on a single lot, shared access to Dauphin Street with the properties to the North, and to allow electronic gates at both points of access (of equal or better quality of the attached fence/gate examples) for privacy and safety. The applicant intends to develop a three-story garden product that is surfaced parked (previous project examples are included). Special attention has been given to several trees exceeding 24" on the Lots. The applicant is preserving trees above what is required by code. The intended development will have an abundance of amenities including: best in class leasing office, fitness and yoga facilities, mail kiosk and parcel lockers, resort style pool, pet spa, outdoor grilling stations and gated resident and guest only access. The interiors of the units will be well appointed with granite countertops, 42" cabinets, washer/dryers included and designer lighting.
The applicant is requesting the additional acreage be rezoned from LB-2 to R-3
to avoid split-zoning of the newly created 19.53± Acre Lot.

Contact Info

APPLICANT.

SRV Housing Partners, LLC
Attn: Thornton Ratliff
C/O KORE, LLC
4700 Colonnade Place
Birmingham, AL 35243
Ph: (205) 515-7800

2007016709 Book-6141 Page-1702
Total Number of Pages: 7

3.50
915.00
938.50
10.00
948.50
2.00
950.50

State of Alabama Mobile County
I certify this instrument was filed on:
March 7, 2007 @ 4:38:50 PM

DEED TAX	$915.00
S.R. FEE	$2.00
SURCHARGE	$10.00
RECORDING FEES	$23.50
TOTAL AMOUNT	$950.50

2007016709
Don Davis, Judge of Probate

STATE OF ALABAMA)

COUNTY OF MOBILE)

QUIT CLAIM DEED

FOR AND IN CONSIDERATION, of the price and sum of TEN and no/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **GEORGE E. GRAF, MARILYNN G. SULLIVAN, EMIL T. GRAF, III, LEONNA G. GLENN, CURTIS M. GRAF, MARIE L. GRAF FAMILY LIMITED PARTNERSHIP, and THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP,** hereinafter collectively called the GRANTORS, do hereby remise, release, convey and quit claim unto **GRAF DAIRY, L.L.C.**, of 637 Tudor Lane, Mobile, Alabama 36608, hereinafter called the GRANTEE, all of their right, title and interest acquired in that certain deed recorded at Real Property Book 4781, Pages 851- et seq. in the records of the Office of the Judge of Probate of Mobile County, Alabama in and to all that real property situated in the County of Mobile, State of Alabama and described as follows:

Beginning at the Southwest corner of Blacksher Downs, as per plat recorded in Map Book 6, Page 91 of the Probate Court Records, Mobile County, Alabama, run S 89° 22' 19" W 768.85 feet to a point on the East right of way line of Sage Avenue run 00° 28' 22" W 2012.64 feet to a point; thence continuing along said East right of way line of Sage Avenue run N 52° 03' 46" E 57.74 feet to a point on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street run S 81° 44' E 762.17 feet to a point; thence run S 08° 30' 59" W 143.42 feet to a point; thence run S 81° 36' 40" E 220.29 feet to point on the West boundary of Second Addition to Mary Emil Place, as per plat recorded in Map Book 13, Page 57 of the Probate Court Records, Mobile County, Alabama; thence along said West boundary of Second Addition to Mary Emil Place run S 01° 00' 48" E 482.05feet to a point on the North boundary of Laurando Subdivision, as per plat recorded in Map Book 6, Pages

572-573 of the Probate Court Records, Mobile County, Alabama; thence along said North boundary of Laurando Subdivision run N 81° 50' 49" W 232.15 feet to the Northwest corner of said Laurando Subdivision; thence along the West boundary of said Laurando Subdivision and the West boundary of the aforementioned Blacksher Downs run S 00° 26' 50" E 1307.03 feet to the point of beginning. Less and except the following described property: Commencing at the Southwest corner of Second Addition to Mary Emil Place, as per plat recorded in Map Book 13, Page 57 of the Probate Court Records, Mobile County, Alabama , run N 01° 00' 48" W along the West boundary of said Second Addition to Mary Emil Place, a distance of 258.06 feet to a point; thence run N 83° 12' 08" W 453.9 feet to the point of beginning of the property herein described; thence run N 84° 48' 09" W 142.5 feet to a point; thence run N 07° 16' 53" E 196.43 feet to a point; thence run S. 81° 44' E 109.18 feet to a point; thence run S 03° 05' 50" E 145.28 feet to the point of beginning. Containing 37.2164 Acres.

This property does not constitute any of the GRANTORS' homestead for the purposes of Alabama law.

TOGETHER WITH ALL AND SINGULAR the rights, tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining thereto.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, according to the terms, forever.

IN WITNESS WHEREOF, these presents have been executed on this the 18th day of May, 2006.

George E. Graf

GEORGE E. GRAF

MARILYNN G. SULLIVAN

EMIL T. GRAF, III

LEONNA G. GLENN

CURTIS M. GRAF

MARIE L. GRAF FAMILY LIMITED PARTNERSHIP

By:

GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP

By: Joan Dodici
As Power of Attorney for George K. Graf
As its General Partner

By: Joan Dodici
As President of GKG, Inc.
As its General Partner

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that GEORGE E. GRAF, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 2006.

Judith E. Thames
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES APRIL 20, 2009

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that MARILYNN G. SULLIVAN, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of May, 2006.

Brandy Taylor Cowe
NOTARY PUBLIC
My commission expires My Commission Expires 05/17/09

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that EMIL T. GRAF, III, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 2006.

Judith C. Thames
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES APRIL 20, 2009

ARIZONA
STATE OF ~~ALABAMA~~)
MARICOPA
COUNTY OF ~~MOBILE~~)

I, the undersigned Notary Public in and for said County and said State, hereby certify that LEONNA G. GLENN, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of May, 2006.

RAFAEL ALARCON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
January 3, 2010

Rafael Alarcon
NOTARY PUBLIC
My commission expires 3 JANUARY 2010

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that CURTIS M. GRAF, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 2006.

Brandy McCoy
NOTARY PUBLIC
My commission expires My Commission Expires 05/17/09

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici + George E. Graf, whose name as _____ of THE MARIE L. GRAF FAMILY LIMITED PARTNERSHIP is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, _____ as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 10th day of May, 2006.

Judith C. Thames
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES APRIL 20, 2009

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici, as Power of Attorney for George K. Graf, whose name as General Partner of THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 4th day of May, 2006.

Brandy Jayla Cook
NOTARY PUBLIC
My Commission Expires: 5/17/09

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici, as President of GKG, Inc., whose name as General Partner of THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 4th day of May, 2006.

Brandy Jayla Cook
NOTARY PUBLIC
My Commission Expires: 5/17/09

This Instrument Prepared By:

Bradley R. Sanders, Jr., Esq.
Lyons, Pipes & Cook, P.C.
P.O. Box 2727
Mobile, AL 36652
Phone: 251-432-4481

ıc: D Don Davis, Judge of Probate Mobile County, AL Rec: $23.00 DeedTx: $2,907.00 MinTx $0.00
erk: KROBINSON ERecorded

STATE OF ALABAMA

2,906,974.83

COUNTY OF MOBILE

SL7 · 515991

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Graf Dairy, LLC, an Alabama limited liability company**, the Grantor, for and in consideration of the sum of Two Million Nine Hundred Six Thousand Nine Hundred Seventy-Four and 83/100 ($2,906,974.83.) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by **AltaPointe Health Systems, Inc., an Alabama public corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

That portion of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 and 5, Unit One, as per plat recorded in Instrument # 2020015611 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows:

All of Lots 2 and 3, a portion of Lot 1, and a portion of the service road, Graf Dairy as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Commencing at a Rester & Coleman capped rebar found at the Northwest corner of Lot 4, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the East right of way line of Sage Avenue, as widened; thence along said East right of way line of Sage Avenue, as widened, run N 00° 28' 22" W 428.14 feet to the point of beginning of the property herein described; thence continuing N 00° 28' 22" W along said East right of way line of Sage Avenue, as widened, a distance of 864.51 feet to a Rester & Coleman capped rebar found at the P.C. of a curve to the right having a central angle of 98° 45' 39" and a radius of 50.00 feet; thence continuing along said East right of way line of Sage Avenue, as widened, run Northeastwardly along the arc of said curve a distance of 86.19 feet (chord bears N 48° 54'27" E, and measures 75.90 feet) to a rebar found at the P.T. of said curve; said point being on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street, run S 81° 42' 43" E 490.31 feet to a point; thence run S 08° 17' 17" W 79.74 feet to the P.C. of a curve to the left having a central angle of 40° 32' 32" and a radius of 125.00 feet; thence run Southeastwardly along the arc of said curve a distance of 88.45 feet (chord bears S 11° 58' 59" E, and measures 86.62 feet) to the P.T. of said curve; thence run S 32° 15' 15" E 13.29 feet to the

P.C. of a curve to the right having a central angle of 40° 44' 13" and a radius of 250.00 feet; thence run Southeastwardly along the arc of said curve a distance of 177.75 feet (chord bears S 11° 53' 09" E, and measures 174.03 feet) to the P.T. of said curve; thence run S 08° 28' 58" W 435.90 feet to the P.C. of a curve to the left having a central angle of 8° 27' 35" and a radius of 325.00 feet; thence run Southwardly along the arc of said curve a distance of 47.99 feet (chord bears S 04° 15' 10" W, and measures 47.94 feet) to the P.T. of said curve; thence run S 00° 01' 23" W 15.32 feet to a point; thence run S 89° 31'38" W 516.85 feet to the point of beginning.

No address, vacant land.

LESS AND EXCEPT:

Lot 2, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Beginning at the Northwest corner of Lot 2 Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the South right of way line of Dauphin Street; thence along the South right of way line of Dauphin Street, run S 81° 42'43" E 230.90 feet to the Northeast corner of said Lot 2, Graf Dairy; thence along the East boundary of said Lot 2, Graf Dairy, run S 08°17'17" W 226.08 feet to the Southeast corner of said Lot 2, Graf Dairy; thence along the South boundary of said Lot 2, Graf Dairy, run S 89°32'55" W 193.87 feet to the Southwest corner of said Lot 2, Graf Dairy; thence along the West boundary of said Lot 2, Graf Dairy, run N 00°27'05" W 258.54 feet to the point of beginning.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to the Grantee only the interest Grantor owns therein, if any;

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way, building setback line and prior mineral reservations and/or conveyances, if any, applicable to said property of record in the Probate Court records of Mobile County, Alabama; and further subject to the following:

1. Twenty-five (25) minimum building setback line, easements, buffer strips, the difference between record distance and/or bearings and actual distance and/or bearings along all

property lines, dedications, and notes, as shown on the plat of Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 and 5, Unit One, as per plat recorded in Instrument No. 2020015011

2. Drainage easement granted the City of Mobile, a municipal corporation dated November 5, 1999 and recorded in Real Property Book 4784, page 1882.

And, except as to the above and the taxes hereafter falling due, the said Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in and to said property; that Grantor has a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that Grantor is in the quiet and peaceable possession of said property; and that Grantor does hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof, unto the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

All recording references herein refer to the Office of the Judge of Probate Court, Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantor has hereunto these presents to be executed on this the 12 day of March, 2020.

GRAF DAIRY, LLC

By: _____
EMIL THOMAS GRAF, III
Its Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **EMIL THOMAS GRAF, III**, whose name as **Manager** of **GRAF DAIRY, LLC**, is signed to the above and foregoing instrument, and who is known by me, acknowledged before me on this day, that being informed of the contents of said conveyance, he, as such Manager and with full authority, executed the same voluntarily on the day the same bears date on behalf of said limited liability company.

Given under my hand and official seal of office on this the 12 day of March, 2020.

BRENDA G. PATRICK
Notary Public
Alabama State at Large
My Commission Expires August 29, 2021

Brenda G. Patrick
Notary Public
My Commission Expires:_____

Grantor(s) Address:
1 Moulton Place
Mobile AL 36608

Grantee(s) Address:
5750-A Southland Dr
Mobile, AL 36693

This instrument prepared by:
Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36652-2287

)c: D Don Davis, Judge of Probate Mobile County, AL Rec: $20.50 DeedTx: $625.00 MinTx $0.00
erk: KROBINSON ERecorded

STATE OF ALABAMA $625,000.00

COUNTY OF MOBILE

SLT-S15982

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Robert Fonde Myers, a single man**, the Grantor, for and in consideration of the sum of Six Hundred Twenty-Five Thousand and No/100 Dollars ($625,000.00) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by **AltaPointe Health Systems, Inc., an Alabama public corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

That portion of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, as per plat recorded in Instrument No. 2020015611 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Beginning at the Northwest corner of Lot 2, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street, run S 81° 42'43" E 230.90 feet to the Northeast corner of said Lot 2, Graf Dairy; thence along the East boundary of said Lot 2, Graf Dairy, run S 08°17'17" W 226.08 feet to the Southeast corner of said Lot 2, Graf Dairy; thence along the South boundary of said Lot 2, Graf Dairy, run S 89°32'55" W 193.87 feet to the Southwest corner of said Lot 2, Graf Dairy; thence along the West boundary of said Lot 2, Graf Dairy, run N 00°27'05" W 258.54 feet to the point of beginning.

Said property is vacant land and commonly referred to as R02-29-08-19-1-001-013.002.

No address, vacant land.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to the Grantee only the interest Grantor owns therein, if any;

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way, building setback line and prior mineral reservations and/or conveyances, if any, applicable to said property of record in the Probate Court records of Mobile County, Alabama; and further subject to the following:

1. Twenty-five (25) minimum building setback line, easements, buffer strips, the difference between record distance and/or bearings and actual distance and/or bearings along all property lines, dedications, and notes, as shown on the plat of Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 and 5, Unit One, as per plat recorded in Instrument No. 2020015611.

And, except as to the above and the taxes hereafter falling due, the said Grantor, for himself and for his heirs and assigns, hereby covenants with the said Grantee, its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in and to said property; that Grantor has a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that Grantor is in the quiet and peaceable possession of said property; and that Grantor does hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof, unto the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons, whomsoever.

All recording references herein refer to the Office of the Judge of Probate Court, Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this the 12 day of March, 2020.

Robert Fonde Myers (SEAL)
ROBERT FONDE MYERS

State of Alabama
County of Mobile

I, the undersigned notary public in and for said state and county, hereby certify that **Robert Fonde Myers**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 12 day of March, 2020.

BRENDA G. PATRICK
Notary Public
Alabama State at Large
My Commission Expires August 29, 2021

Brenda G. Patrick
NOTARY PUBLIC
My Commission Expires:_____

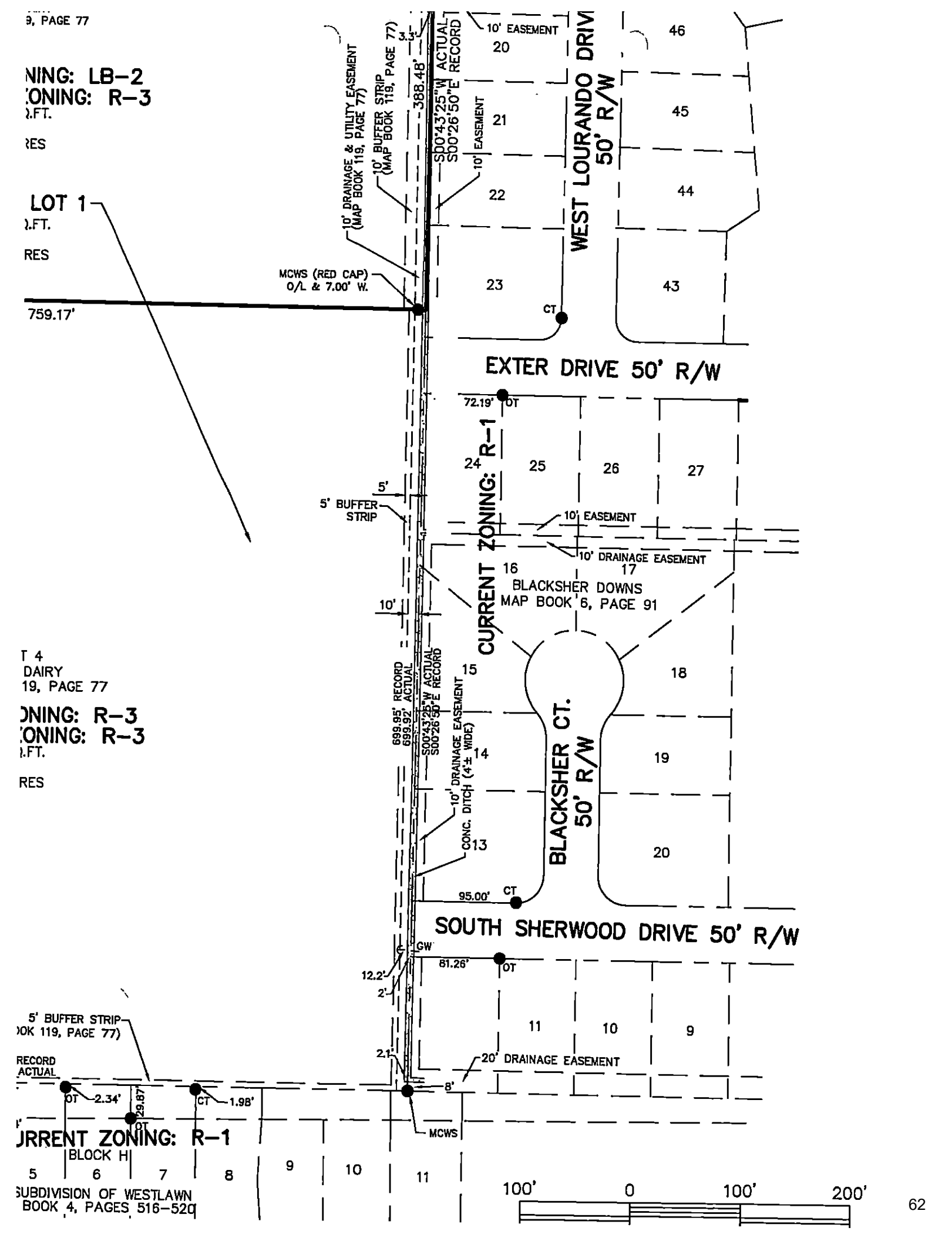
Grantor(s) Address:

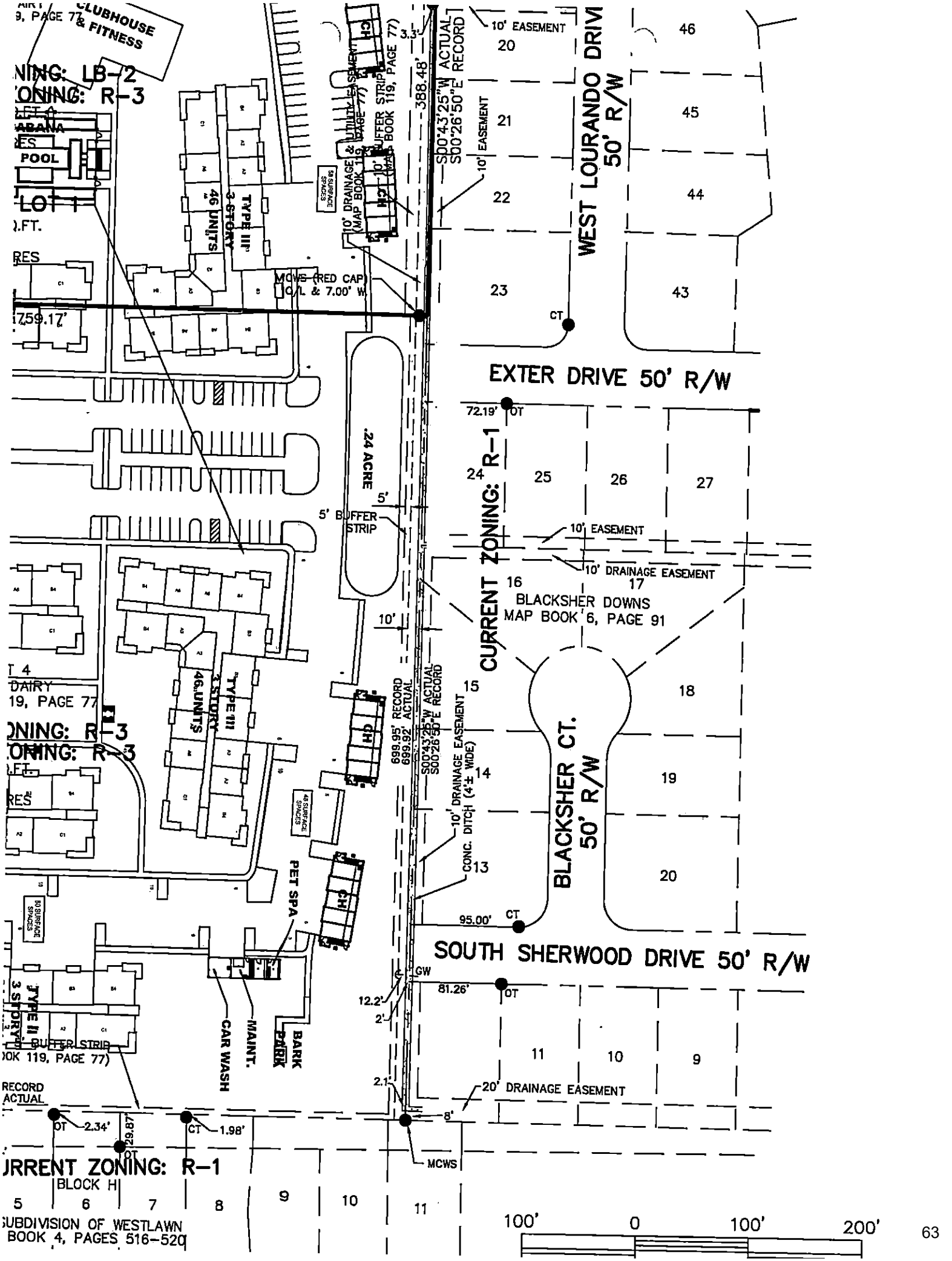
3511 Irene St.
Mobile, Alabama

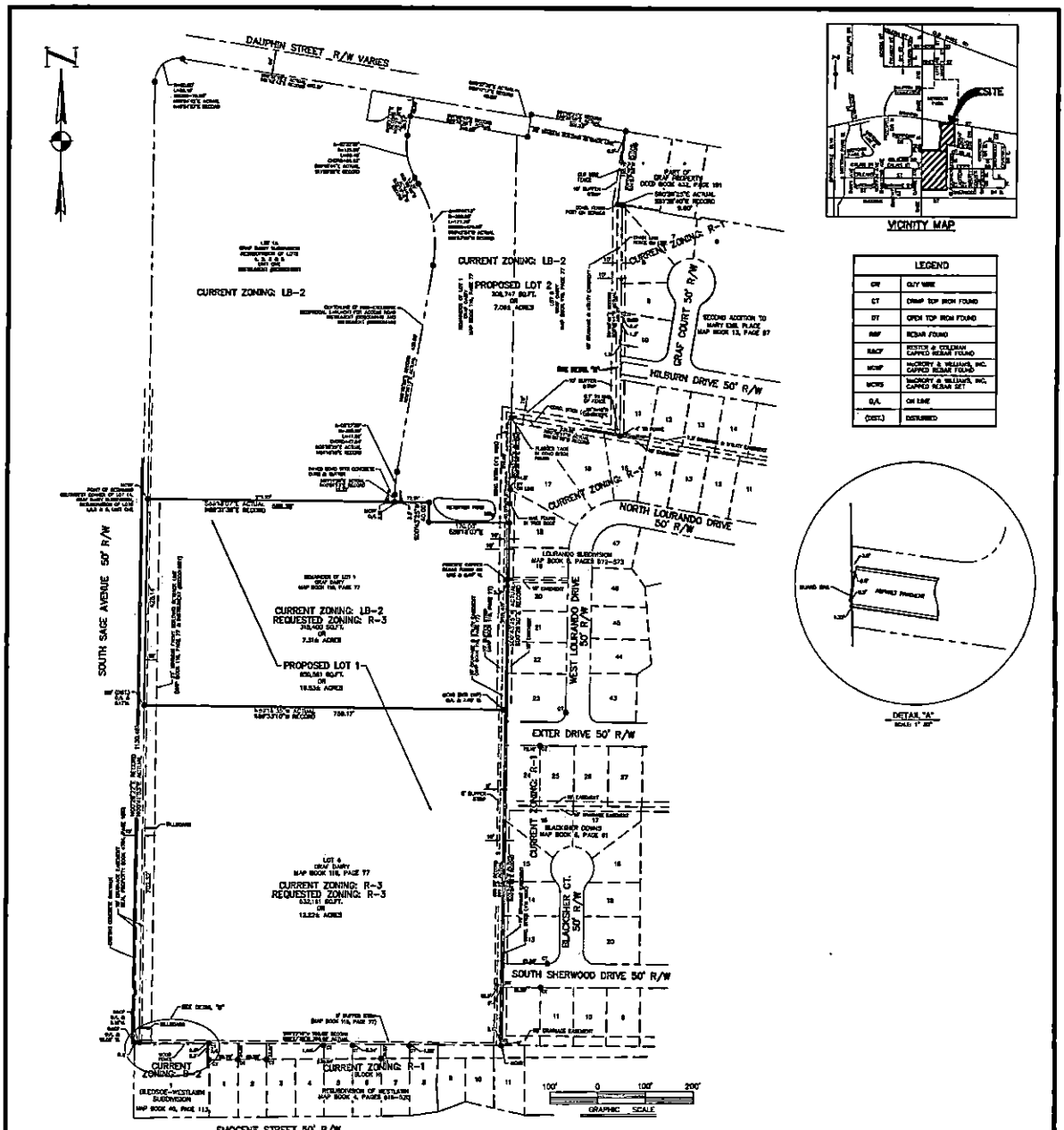
Grantee(s) Address:

5150-A Southland Dr
Mobile, AL 36693

This instrument prepared by:
Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36652-2287


9, PAGE 77
NING: LB-2
ONING: R-3
.FT.
RES
LOT 1
.FT.
RES
759.17'
MCWS (RED CAP)
O/L & 7.00' W.
10' DRAINAGE & UTILITY EASEMENT
(MAP BOOK 119, PAGE 77)
10' BUFFER STRIP
(MAP BOOK 119, PAGE 77)
388.48'
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' EASEMENT
WEST LOURANDO DRIVE
50' R/W
EXTER DRIVE 50' R/W
72.19'
OT
CT
CURRENT ZONING: R-1
5' BUFFER STRIP
10' EASEMENT
10' DRAINAGE EASEMENT
BLACKSHER DOWNS
MAP BOOK 6, PAGE 91
BLACKSHER CT.
50' R/W
699.95' RECORD
699.92' ACTUAL
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' DRAINAGE EASEMENT (4'± WIDE)
CONC. DITCH
95.00'
SOUTH SHERWOOD DRIVE 50' R/W
GW
81.26'
12.2'
2'
2.1'
20' DRAINAGE EASEMENT
8'
MCWS
T 4
DAIRY
19, PAGE 77
ONING: R-3
ONING: R-3
.FT.
RES
5' BUFFER STRIP
OOK 119, PAGE 77)
RECORD
ACTUAL
OT
2.34'
29.87'
CT
1.98'
OT
URRENT ZONING: R-1
BLOCK H
SUBDIVISION OF WESTLAWN
BOOK 4, PAGES 516-520
100'
0
100'
200'

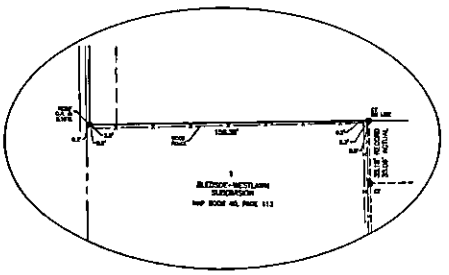

CLUBHOUSE & FITNESS
POOL
ZONING: LB-2
ZONING: R-3
LOT 1
46 UNITS
TYPE III 3-STORY
46 SURFACE SPACES
10' DRAINAGE & UTILITY EASEMENT (MAP BOOK 119, PAGE 77)
10' BUFFER STRIP (MAP BOOK 119, PAGE 77)
CH
3.3'
388.48'
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' EASEMENT
WEST LOURANDO DRIVE 50' R/W
MCWS (RED CAP) C/L & 7.00' W
759.17'
CT
EXTER DRIVE 50' R/W
72.19'
OT
.24 ACRE
5'
5' BUFFER STRIP
CURRENT ZONING: R-1
10' DRAINAGE EASEMENT
BLACKSHER DOWNS
MAP BOOK 6, PAGE 91
699.95' RECORD
699.92' ACTUAL
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' DRAINAGE EASEMENT
10' DITCH (4'± WIDE)
CONC. DITCH
BLACKSHER CT. 50' R/W
95.00'
SOUTH SHERWOOD DRIVE 50' R/W
PET SPA
CAR WASH
MAINT.
BARK PARK
GW
81.26'
12.2'
2'
2.1'
8'
20' DRAINAGE EASEMENT
MCWS
2.34'
29.87'
1.98'
CURRENT ZONING: R-1
BLOCK H
SUBDIVISION OF WESTLAWN
BOOK 4, PAGES 516-520
100' 0 100' 200'



VICINITY MAP

LEGEND	
OW	OUTLY WIRE
CT	CRIMP TOP IRON FOUND
OT	OPEN TOP IRON FOUND
RBF	REBAR FOUND
RACF	BESTER & COLEMAN CAPPED REBAR FOUND
MCRF	McCRORY & WILLIAMS, INC. CAPPED REBAR FOUND
MCRS	McCRORY & WILLIAMS, INC. CAPPED REBAR SET
O/A	OH LINE
(DIST.)	DISTURBED

DETAIL "A"
SCALE 1" = 20'



DETAIL "B"
SCALE 1" = 5'

DESCRIPTION OF PROPERTY RECOMING FROM LB-2 TO R-3

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, & 3, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2009015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA AND POINT BEING ON THE EAST BOUNDARY OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°16'07"E 588.38 FEET TO A POINT; THENCE RUN S00°43'35"W 40.00 FEET TO A POINT; THENCE RUN S89°16'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'35"W 208.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'07"W 758.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE RUN S00°43'35"W 708.17 FEET TO THE SOUTHWEST CORNER OF SAID LOT 4, GRAF DAIRY AND ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N 00°17'53" E 482.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2009015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 308,460 SQUARE FEET OR 7.316 ACRES.

DESCRIPTION OF PROPERTY RECOMING FROM R-3 TO R-3

LOT 5, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, CONTAINING 532,181 SQUARE FEET OR 12.224 ACRES.

OWNER: GRAF DAIRY L.L.C.
ATTN: CARL GRAF
1 MOULTON PLACE
MOBILE, AL 36608

APPLICANT: SRV HOUSING PROPERTIES, LLC
ATTN: THORNTON BATSPP
C/O RORE, LLC
4700 COLDWATER PLACE
BIRMINGHAM, AL 35243

NOTES:

1. 1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0281 E, COMMUNITY NO. 015007, DATED JUNE 6, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" AREA.
   ZONE X(UNSHADED) — AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
   LIMITS OF FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.
2. THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS ON WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.
3. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR SUBURBAN SURVEYS (1' IN 7500') ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.
4. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.
5. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD 83, U.S. SURVEY FEET. RECORD BEARINGS AND DISTANCES BASED ON PLAT OF GRAF DAIRY (MAP BOOK 118, PAGE 77) AND GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5 (INSTRUMENT #2009015611) OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL CIR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721

ZONING MAP
FOR
SRV KO SUBDIVISION

SECTION 19, T4S-R1W, MOBILE COUNTY, ALABAMA

SCALE: 1"=100'	DATE: Sep. 2, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

57703-2001 SRV KO SUBDIVISION - SHEET NO. 01.dwg

GRAF DAIRY LLC
ATTN: EMIL GRAF
1 MOULTON PLACE
MOBILE, AL 36608

SRV HOUSING PARTNERS, LLC
ATTN: THORNTON RATLIFF
C/O KORE, LLC
4700 COLONNADE PLACE
BIRMINGHAM, AL 35243

DAUPHIN CENTER LLC
C/O INGE & ASSOC
118 N ROYAL ST
SUITE 700
MOBILE, AL 36602

DMJV LLC SUCCESSOR IN INTEREST
TO DAUPHIN MEDICAL
2890 DAUPHIN ST
MOBILE, AL 36606

CITY OF MOBILE
REAL EST DEPT, 4TH FLOOR
PO BOX 1827
MOBILE, AL 36633

McPHILLIPS ROSE A
60 CONCEPTION ST
MOIBLE, AL 36602

FLANDERS E LORENE & PAUL D
CAMPBELL
1903 OAK KNOLL DR
MOBILE, AL 36607

THOMAS ERIN NETTLES
9 GRAF CT
MOBILE, AL 36606

MOORE BRIAN M
35 MAURY DR
MOBILE, AL 36606

HOLLIS JENNIFER CONE, TRUSTEE
7600 THORNDIKE LANE
MOBILE, AL 36695

PERSONS PAUL F & CAROLYN L
3913 SCENIC DR
MOBILE, AL 36605

PING INVESTMENTS, LLC
PO BOX 8192
MOBILE, AL 36689

RMS, LLC
213 KINGSWOOD CT
MOBILE, AL 36608

CUNNINGHAM BRAXTON GRANVILLE
100 LAUTEN CT
MOBILE, AL 36606

RAMOS EMMANUEL A
6209 AARON DR S
MOBILE, AL 36608

US BANK-CUST/SASS MUNIV DTR
2 LIBERTY PLACE
50 S 16TH ST, STE. 1950
PHILADELPHIA, PA 19102

R&P EQUITIES LLC
435 LIBERTY ST
FAIRHOPE, AL 36532

KVALHEIM KENNETH C
421 DOGWOOD DR
MOBILE, AL 36609

WHITLOCK ROBERT E & RITA S
6604 LUBARRETT WAY
MOBILE, AL 36695

NRP LLC
22 EDGEFIELD RD
MOBILE, AL 36608

SEALE FRANCES ALICIA
2909 S SHERWOOD DR
MOBILE, AL 36606

HGM HOLDINGS LLC
C/O MEGAN L WARE FITZGERALD
949 THIRD AVE, STE. 200
HUNTINGTON, WV 25701

McNELLAGE BARNEY P & ANNE B
3004 GRAF BLVD
MOBILE, AL 36606

OLADEJO JACOB F & JULET C OLADEJO
3003 GRAF BLVD
MOBILE, AL 36606

CAT LLC
85 N SAGE AVE
MOBILE, AL 36607-2647

ALABAMA POWER CO
C/O TREASURY/FINANCE
PO BOX 2641
BIRMINGHAM, AL 35291

HOME SOLUTIONS, LLC
4060 TUNBRIDGE WELLS DR E
SEMMES, AL 36575

KING THOMAS K JR & JEANNIE KING
14 QUEENSWAY
MOBILE, AL 36608-2818

WONG KAI SHING
504 W HIGHLAND WOODS DR
MOBILE, AL 36608

UNORGANIZED CRIME LLC
PO BOX 160664
MOBILE, AL 36616

YB 124 SAGE LLC
PO BOX 1142
POINT CLEAR, AL 36564-1142

KALLER JOHN T
885 UNION BRANCH RD
CORAPEAKE, NC 27926

SAGE AVENUE BAPTIST CHURCH
C/O 3CIRCLE CHURCH
10274 ST HWY 104
FAIRHOPE, AL 36532

HUDSON DAMEON LEE
3050 EMOGENE ST
MOBILE, AL 36606

SAGE AVENUE BAPTIST CHURCH
150 S. SAGE AVE
MOBILE, AL 36606

LEWIS KARA
2808 EMOGENE ST
MOBILE, AL 36606

McCASKILL BRUCE & EUNICE TILLMAN
2854 EMOGENE ST
MOBILE, AL 36606

DC & MM ENTERPRISES LLC
27271 CREEKWOD DR
DAPHNE, AL 36526

DEES DANIEL & JANET
5608 GULF CREEK CIR
THEODORE, AL 36582

PLAN C LLC
2607 DAUPHIN ST, STE C
MOBILE, AL 36606

GLASS CHRISTINE & JOEL GLASS
10621 SANDPIPER DR
HOUSTON, TX 77096

TURNER ANNIE M
1105 S BROAD ST
MOBILE, AL 36603

SAWYER BROCK T
350 DEL SOL E
COVINGTON, LA 70433

REED PROPERTY INVESTMENTS LLC
C/I CALVILLO ALES
1110 HILLCREST RD, STE 1E
MOBILE, AL 36695

IRON POINT, LLC
3800 AIRPORT BLVD, STE #203
MOBILE, AL 36608

WATTS MICHAEL H
1211 GORGAS ST
MOBILE, AL 36605

BLEDSOE JAMES C EXEC U/W OF MIKE HOVEN
PO BOX 91641
MOBILE, AL 36691

LEWIS MARY
1846 N LAKE AVE
ONTARIO, CA 91764

TO POF THE PROP, LLC
2056 POINT LEGERE RD
MOBILE, AL 36606

HERNDON JOHN M
727 NATCHEZ TRAIL CT
MOBILE, AL 36609

TACON DAVID M
415 FAIRWOOD BLVD
FAIRHOPE, AL 36532

COTTON/PALM/ENSLAVA INC
PO BOX 2947
MOBILE, AL 36652

DYAS CHARLES L JR
2860-A DAUPHIN ST
MOBILE, AL 36606

MORWESSEL ROSEMARIE
C/O BBW BEAUTY BODY & WELLNESS
28 COUNTRY CLUB RD
MOBILE, AL 36608

McFADDEN A FRANK JR & C HOPE
2860 DAUPHIN ST, STE D
MOBILE, AL 36606

DAUPHIN OFFICE INVESTMENT
2862 DAUPHON ST
MOBILE, AL 36606

FIRST COMMUNITY BANK
C/O MORGAN MILLER
5299 OLD HWY 11
HATTIESBURG, MS 39402

FIRST COMMUNITY BANK
PO BOX 15549
HATTIESBURG, MS 39402

SARA K LLC & FRAZER LAND CO, LLC
2449 VENETIA RD
MOBILE, AL 36605

B/A REAL ESTATE LLC
2864-B DAUPHIN ST
MOBILE, AL 36606

ALTAPOINTE HEALTH SYSTEMS INC
5750-A SOUTHLAND DR
MOBILE, AL 36693

McPHILLIPS ARTHUR W SR
60 S CONCEPTION ST
MOBILE, AL 36602

TOLER DESMOND B & BETTY B
6 MAURY DR
MOBILE, AL 36606

BUSBEE GEORGE & AMY WOODWARD
8 MAURY DRIVE
MOBILE, AL 36606

ZOGHBY MARY STEPHENS
2862 JILBURN DR
MOBILE, AL 36606

CLARKE PATRICK R & DESIREE E CLARKE
2866 HILBURN DRIVE
MOBILE, AL 36606

CASSITY PATRICIA ANN
7 GRAF CT
MOBILE, AL 36606

PERRY SUSAN M
C/O JORDAN JOE CARL ETAL
15 S REED AVE
MOBILE, AL 36604

HEATH TIMOTHY A & KATHERINE C
6 GRAF CT
MOBILE, AL 36606

NETTLES JANE B
8 GRAF CT
MOBILE, AL 36606

DEUEL CHARLEY J & JANICE O
10 GRAF CT
MOBILE, AL 36606

SUDEIHA JAMES N & LISA M
2901 HILBURN DR
MOBILE, AL 36606

ROLDAN HELENA FORREST
2869 HILBURN DR
MOBILE, AL 36606

OLLIS KEVIN R SR & DEBORAH OLLIS
2867 HILBURN DR
MOBILE, AL 36606

WOOTON CYNTHIA T
2865 HILBURN DR
MOBILE, AL 36606

FAYARD KENNETH W & KONNIE N
2863 HILBURN DR
MOBILE, AL 36606

BOSCO DANIEL ANDREW
2880 N LOURANDO DR
MOBILE, AL 36606

ROHMER FRANK J & LE DUNG RAY
1120 W COLLEGE ST
SHERMAN, TX 75092

LITTLE FRANKLIN & DANDELION ROSE MAHAN
2888 N LOURANDO DR
MOBILE, AL 36606

NICHOLASON CYNTHIA W
30 W LOURANDO DR
MOBILE, AL 36606

PARRISH JULI
32 W LOURANDO DR
MOBILE, AL 36606

AUSTIN JORDANA W
38 LEMANS DR S
SATSUMA, AL 36572

ADAMS SHANNON L & WILLIAMS H ADAMS
38 W LOURANDO DR
MOBILE, AL 36606

YAGOUB ELYAS M
40 W LOURANDO DR
MOBILE, AL 36606

DAY JOUQUIN & TOMEKA
42 LOURANDO W
MOBILE, AL 36606

TANNER MEGHAN
399 W LOURANDO DR
MOBILE, AL 36606

COX MICHELLE
C/O CHAPMAN MARSHEA T ET AL
35 LOURANDO W
MOBILE, AL 36606

HONE ERVIN B
33 LOURANDO DR
MOBILE, AL 36606

STEPHENS MICHAEL C & MERLE REBECCA
31 W LOURANDO DR
MOBILE, AL 36606

SCHNADELBACH CLAY F & FRANCES L DRAKE
2877 N LOURANDO DR
MOBILE, AL 36606

McNELLAGE WALTER PATRICK
30 LOUISIANE DR
MOBILE, AL 36606

CARTER AFLOUNDRA & COLEMAN M CARTER
32 LOUISIANE DR
MOBILE, AL 36606

MORGAN JOHN WARREN & MARY H
34 LOUISIANE DR
MOBILE, AL 36606

HARRIS CARLETTE S
PO BOX 40044
MOIBLE, AL 36640

McMAHON MARY E
2905 EXTER DR
MOBILE, AL 36606

STUBBLEFIELD DANIEL GAINES & KELLY EVEREST
2883 EXTER DR
MOBILE, AL 36606

PARTRIDGE JOHN G
2877 EXTER DR
MOBILE, AL 36606

GASTON ENCHANTRA TYESE
102 LAUTEN CT
MOBILE, AL 36606

VANHOOF JAMES JOSEPH
101 BLACKSHER CT
MOBILE, AL 36606

CHAPMAN CHRISTOPHER L
100 BLACKSHER CT
MOBILE, AL 36606

WALTERS VIRGIL M
108 BLACKSHER CT
MOBILE, AL 36606

REISENWEBER CHAD ALLEN
2919 S SHERWOOD DR
MOBILE, AL 36606

SWAIN GREORY S & KAREN H
2917 SHERWOOD DR S
MOBILE, AL 36606

ADDIS JUTUS J IV
2915 SHERWOOD DR
MOBILE, AL 36606

CLARK PAMELA
3009 COLBURN DR
MOBILE, AL 36606

LUCAS BART R & CAROLYN S
63 CULLEN DR
MOBILE, AL 36606

LUCAS LEONARD R & LAVERNE J
59 CULLEN DR
MOBILE, AL 36606

WALCH MICHAEL DREW
18 HOMER
MOBILE, AL 36606

JACKSON FLORA B
3005 GRAF BLVD
MOBILE, AL 36606

HUNDLEY LATASHA NECOLE
30 S SAGE AVE
MOBILE, AL 36606

JILES EDNA B JACKSON
3000 GRAF BLVD
MOBILE, AL 36606

GOSS JOHN D & GARNETT C
3002 GRAF BLVD
MOBILE, AL 36606

THOMAS CEOLA & BELINDA F THOMAS
3001 GRAF BLVD
MOBILE, AL 36606

SMITH JAMES & VERA
58 S SAGE AVE
MOBILE, AL 36606

BEATTIE JAMES D & DOROTHY H
62 S SAGE AVE
MOBILE, AL 36606-4136

BONNER DAISY M & FREDERICK DOUGLAS BONNER
102 SAGE AVE S
MOBILE, AL 36606

PARKER PATRICIA A
106 S SAGE AVE
MOBILE, AL 36606-4137

JONES HAROLD & SONYA D
110 S SAGE AVE
MOBILE, AL 36606

MOORE JERRY M & MARTHA M
109 CARRE AVE
MOBILE, AL 36606

FAUSAK LOIS CATCHINGS
107 CARRE AVE
MOBILE, AL 36606

SMITHERMAN DONALD
3008 CALAIS ST
MOBILE, AL 36606

JERNIGAN SARAH J
3009 BARONNE ST
MOBILE, AL 36606

KNIGHT SHERMIKA D GILL
121 CARRE AVE
MOBILE, AL 36606

BRISBANE MICHAEL K
117 CARRE AVE
MOBILE, AL 36606

JERNIGAN CHARLES HAGOOD JR
116 SAGE AVE S
MOBILE, AL 36606

WATTS ARNOLD & ELOISE ELIZA
120 S SAGE AVE
MOBILE, AL 36606-4153

McLEOD JONATHAN
112 S SAGE AVE
MOBILE, AL 36606-4153

BUSH JERRY TRENTIS
3006 EMOGENE ST
MOBILE, AL 36606

MITCHELL BRITTNY A
2850 EMOGENE ST
MOBILE, AL 36606

WEBB LENDON FRED II & MARY BETH BAXLEY
2852 EMOGENE ST
MOBILE, AL 36606

TUCKER ESTHER M
2856 EMOGENE ST
MOBILE, AL 36606

DYAS NEDRA
2858 EMOGENE ST
MOBILE, AL 36606

NJAGI DICKSON KIGANGO & JANE KIGANGO
820 INGLESIDE DR
MOBILE, AL 36608

JACKSON BRANDON D
PO BOX 40993
MOBILE, AL 36640

HUFFMASTER EVELYN J & ALYCE JERNIGAN
2371 CONNELL DR
PENSACOLA, FL 32503

SUBDIVISION,
PLANNED UNIT DEVELOPMENT, &
ZONING AMENDMENT STAFF REPORT **Date: October 6, 2022**

NAME	SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
SUBDIVISION NAME	SRV KO Subdivision
LOCATION	South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.
CITY COUNCIL DISTRICT	District 1
PRESENT ZONING	LB-2, Limited Neighborhood Business District and R-3, Multi-Family Residential District
PROPOSED ZONING	R-3, Multi-Family Residential District
AREA OF PROPERTY	2 Lots / 26.6± Acres (Subdivision and PUD) 1 Lot / 19.5± Acres (Rezoning)
CONTEMPLATED USE	Subdivision approval to create two (2) legal lots of record from three (3) legal lots of record; Planned Unit Development Approval to allow multiple buildings on a single building site, and shared access between multiple building sites on a private street; and Rezoning from LB-2, Limited Neighborhood Business District and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not Provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note to the SUBDIVISION PLAT stating that LOT 1 and LOT 2 must provide stormwater detention for the 100-year (post-development) frequency storm event and limit the release rate to the 2-year (predevelopment) frequency storm event.
C. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
D. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
E. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
F. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
G. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development: ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management

and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Rezoning: No Comments.

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Development should be limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. The development is intended to be gated per the narrative, but the gates were not illustrated on the Sage Avenue entrance. There could also be an internal issue with right-of-way at this entrance where five access points all converge. The design of the garage areas may encourage excess parking on the garage exteriors. As illustrated on the PUD they do not appear to be pedestrian friendly areas with such wide-open asphalt. The sidewalk through the site is very segmented and not a continuous path.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create two (2) legal lots of record from three (3) legal lots of record; Planned Unit Development Approval to allow multiple buildings on a single building site, and shared access between multiple building sites on a private street; and Rezoning from LB-2, Limited Neighborhood Business District and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

The site has been given a Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

There is an extensive history associated with this site. In 2008, applications for Rezoning, PUD and Subdivision were submitted for this site and the overall 38± acre property which included the R-3 portion of the current applications. The requests were revised and multiple public hearings set; however, the last (rezoning) notice of public hearing for the two lots at the corner stated those sites were to be rezoned from R-1 to B-2 to "allow a bank, drug store." The rezoning(s) were ultimately approved by the City Council, with several conditions; one of the conditions was an approved PUD.

In 2016, a PUD application was submitted for shared access between three lots, one of the lots included a proposed car wash. The 2016 PUD was approved; however, the PUD expired, thus the applicant had to re-apply.

A new PUD application was submitted in 2018 for shared access between three (3) lots, including a car wash on one of the lots. During the course of this application, the Planning Commission was advised that the rezoning in 2008 restricted the two corner lots (Dauphin Street and South Sage Avenue) to a bank and drug store. The Planning Commission denied the PUD. The applicant then appealed the denial to the City Council, and the City Council upheld the Planning Commission's decision.

Most recently, at the Planning Commission's December 19, 2019 meeting, a three (3) lot Subdivision, PUD, and Rezoning application were approved, but only one (1) lot was recorded. The applicant now wishes to record the previously approved "Lot 2A" as "Lot 2", and combine the previously approved "Lot 3A" with an existing lot to the South to create the currently proposed Lot 1.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site fronts Dauphin Street, South Sage Avenue, Exter Drive, South Sherwood Drive. Dauphin Street is a minor arterial road at this location, and per the Major Street Plan, should have a minimum right-of-way of 100-feet. The preliminary plat shows Dauphin Street having a variable right-of-way. Based on previous approvals, this segment of Dauphin Street has sufficient existing right-of-way, therefore the plat should be revised to indicate the existing minimum distance to the centerline. It should be noted that a portion of right-of-way along the Dauphin Street Service Road was shown as "to be vacated" on a plat recorded in 2020. If the applicant wishes to incorporate that portion of land into the subject site, the vacation of the right-of-way should be completed prior to the signing of the Final Plat, if approved. South Sage Avenue is also a minor arterial road at this location, and per the Major Street Plan, should have a minimum right-of-way of 50-feet. The preliminary plat shows the existing right-of-way is 50-feet, making no dedication necessary. Both Exter Drive and South Sherwood Drive are minor streets with ribbon curb and gutter, with existing compliant rights-of-way of 50-feet, making no dedications necessary.

The proposed lot sizes are provided in square feet and acres, and meet the minimum standards set forth in Section V.D.2. of the Subdivision Regulations. As such, if approved, this information should be retained on the Final Plat.

The 25-foot front minimum building setback is shown along South Sage Avenue and a portion of Dauphin Street. If approved, the 25-foot setback should be shown along all public street frontages on the Final Plat.

Regarding access management, a note should be placed on the Final Plat stating Traffic Engineering comments, if approved. Furthermore, a note should be placed on the Final Plat prohibiting Lot 1 from direct access to both Exter Drive and South Sherwood Drive and Lot 2 from direct access to Hilburn Drive.

There are drainage and utility easements which are shown for both proposed lots. If approved, a note should be placed on the Final Plat stating that no structures are allowed in any easement without the easement holder's permission.

The preliminary site plan depicts a 5-foot buffer strip where the site abuts R-1, Single-Family Residential District, however it should be noted that the Zoning Ordinance requires a minimum 10-foot residential buffer where commercial development (Lot 2) abuts residential. As the Subdivision Regulations do not require this buffer, if approved, it should either be removed from the Final Plat, or revised to show 10-feet.

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore *any* future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

The site plan submitted shows a multi-family development on the proposed Lot 1 of the Subdivision; no development is proposed for Lot 2 at this time. The development is depicted as having a total of 358 dwelling units in nine (9) structures, as well as a clubhouse and fitness center, pool with cabana, a trash compactor, car wash, dog park, pet spa, and twelve (12) freestanding garage structures. Based on the size of the subject property, it should be noted that the site could potentially have 561 dwelling units.

The applicant states:

> *Contemplated use and character of improvements: To accommodate the increased need for housing from expansions of Airbus, Austal and Brookley Field Mobile Airport, the applicant is proposing to build a 358 unit up—scale apartment complex on the existing Lot 4, Graf Dairy (Map Book 119, Page 77) and additional property (7.31± Acres) to the North, between said Lot 4, Graf Dairy and Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One (Instrument #2020015611) and has submitted a Preliminary Subdivision Application to create a new lot large enough to accommodate the apartments*

and the amenities. The applicant is requesting to revise the previously approved PUD to reflect the new lot layout shown on the submitted Preliminary Plat because there will be multiple buildings on a single lot, shared access to Dauphin Street with the properties to the North, and to allow electronic gates at both points of access (of equal or better quality of the attached fence/gate examples) for privacy and safety. The applicant intends to develop a three—story garden product that is surfaced parked (previous project examples are included). Special attention has been given to several trees exceeding 24"on the Lots. The applicant is preserving trees above what is required by code. The intended development will have an abundance of amenities including: best in class leasing office, fitness and yoga facilities, mail kiosk and parcel lockers, resort style pool, pet spa, outdoor grilling stations and gated resident and guest only access. The interiors of the units will be well appointed with granite countertops, 42" cabinets, washer/dryers included and designer lighting.

As the proposed development is to have 358 dwelling units, 537 parking spaces are required. The site plan submitted depicts 446 parking spaces in the parking lot, with 96 additional parking spaces located within the proposed freestanding garages, for a total of 542 parking spaces available. If approved, a compliant photometric site plan will be required at the time of permitting.

The applicant states that the proposed buildings will be three (3) stories tall. It should be noted that the Zoning Ordinance limits structures to 45-feet tall in R-3 districts. If the proposed structures are to be taller than 45-feet, Section 64-4.C.2. of the Zoning Ordinance allows additional height, if increased setbacks are provided. If approved, the applicant should place a note on the site plan stating the maximum height of the proposed structures.

As the site abuts an R-1, Single-Family Residential District to the East, a compliant residential buffer should be required. The site plan submitted depicts a wooden privacy fence along the property line, but does not mention the height. If approved, the site plan should be revised to state that the fence will be a minimum of six-feet tall, not to exceed three-feet tall within the 25-foot front setback along South Sage Avenue.

The applicant states that both the entrance to the site from South Sage Avenue and the existing private street will have electronic gates, but the site plan submitted does not depict the proposed gate locations. If approved, the site plan should be revised to depict the gate locations, state that they are electronically operated, and provide a minimum of one (1) queuing space (9-feet x 20-feet) to provide room for vehicles to pull off the right-of-way while waiting for the gate to open. The gate should also be designed in such a way to comply with Fire Department access requirements.

The applicant states that existing trees on the site will be preserved, but does not indicate any on the site plan or preliminary plat submitted. If approved, all existing trees to be preserved should be indicated on the site plan with their size and species provided. Furthermore, the proposed development will be required to fully comply with tree planting and landscape area requirements, with tree planting to be coordinated with staff.

The site plan submitted depicts the proposed trash compactor in a compliant location, but makes no mention of any enclosure or sanitary sewer connection. If approved, the site plan should be revised to include notes the trash compactor will comply with these requirements.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The applicant is proposing to rezone the proposed Lot 1 to correct the split-zoning issue that would result, should the proposed Subdivision be approved. The site is bounded by R-1, Single-Family Residential property to the East and West, R-1 and B-2, Neighborhood Business District to the South, and LB-2, Limited Neighborhood Business District to the North.

As a significant portion of the subject site is currently zoned R-3, and the remaining portion is proposed to be rezoned from commercial to residential use, approval of the request may be appropriate.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

1) revision of the Final Plat to show the existing right-of-way along Dauphin Street;
2) retention of the existing right-of-way width for South Sage Avenue;
3) completion of the vacation process for any right-of-way to be included in the property, prior to the signing of the Final Plat;
4) retention of the lot sizes in square feet and acres;
5) placement of a note stating that no structures are allowed in any easement without the easement holder's permission;
6) either revision of the depicted 5-foot buffer adjacent to residential property be revised to 10-feet or removed from the plat;
7) depiction of the 25-foot front setback along all street frontages;
8) placement of a note on the Final Plat prohibiting Lot 1 from direct access to both Exter Drive and South Sherwood Drive;
9) placement of a note on the Final Plat prohibiting Lot 2 from direct access to both Hilburn Drive;
10) full compliance with Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add a note to the*

SUBDIVISION PLAT stating that LOT 1 and LOT 2 must provide stormwater detention for the 100-year (post-development) frequency storm event and limit the release rate to the 2-year (predevelopment) frequency storm event. C. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. D. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. E. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. F. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. G. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

11) placement of a note on the Final Plat stating Traffic Engineering comments: (*A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Development should be limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. The development is intended to be gated per the narrative, but the gates were not illustrated on the Sage Avenue entrance. There could also be an internal issue with right-of-way at this entrance where five access points all converge. The design of the garage areas may encourage excess parking on the garage exteriors. As illustrated on the PUD they do not appear to be pedestrian friendly areas with such wide-open asphalt. The sidewalk through the site is very segmented and not a continuous path.*);

12) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*);

13) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and

14) submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.

Planned Unit Development: Staff recommends the following Findings of Fact for Approval:

a. the proposal promotes the objective of Creative design (*to encourage innovative and diversified design in building form and site development*), because it will allow a new development to be accessed by an existing private street, thus reducing the need for access from multiple public streets;
b. the proposal promotes the objective of Flexibility (*to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations*), because it will allow a new multi-family development with multiple structures on a single building site;
c. the proposal promotes the objective of Efficient land use (*to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment*), because it will result in in-fill development in an existing developed area of the city;
d. the proposal promotes the objective of Environment (*to preserve and protect as urban amenities the natural features and characteristics of the land*), because the site will comply with tree planting and landscape area requirements while preserving existing trees;
e. the proposal promotes the objective of Public services (*to encourage optimum use of available public utilities, streets and community facilities*), because services already exist in the area.

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) revision of the site plan to show the existing right-of-way along Dauphin Street;
2) retention of the existing right-of-way width for South Sage Avenue;
3) retention of the lot sizes in square feet and acres;
4) placement of a note stating that no structures are allowed in any easement without the easement holder's permission;
5) revision of the depicted 5-foot buffer adjacent to residential property be revised to 10-feet;
6) depiction of the 25-foot front setback along all street frontages;
7) placement of a note on the site plan prohibiting Lot 1 from direct access to both Exter Drive and South Sherwood Drive;
8) placement of a note on the Final Plat prohibiting Lot 2 from direct access to both Hilburn Drive;
9) placement of a note on the site plan stating the wooden privacy fence abutting residential property will be a minimum of six-feet tall, not to exceed three-feet within the 25-foot setback along South Sage Avenue;
10) placement of a note on the site plan providing the maximum structure height proposed, not to exceed 45-feet unless compliant with Section 64-4.C.2. of the Zoning Ordinance;
11) provision of a compliant photometric site plan at the time of permitting;
12) revision of the site plan to depict the gate locations, state that they are electronically operated, and provide a minimum of one (1) queuing space (9-feet x 20-feet), while complying with Fire Department access requirements;
13) revision of the site plan to depict all existing trees to remain on site, labeled with their size and species;

14) placement of a note on the site plan stating the development will fully comply with tree planting and landscape area requirements, with tree plantings to be coordinated with staff;

15) full compliance with Engineering comments: (*ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.*);

16) placement of a note on the Final Plat stating Traffic Engineering comments: (*A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Development should be limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. The development is intended to be gated per the narrative, but the gates were not illustrated on the Sage Avenue entrance. There could also be an internal issue with right-of-way at this entrance where five access points all converge. The design of the garage areas may encourage excess parking on the garage exteriors. As illustrated on the PUD they do not appear to be pedestrian friendly areas with such wide-open asphalt. The sidewalk through the site is very segmented and not a continuous path.*);

17) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees*

in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);

18) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and
19) submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.

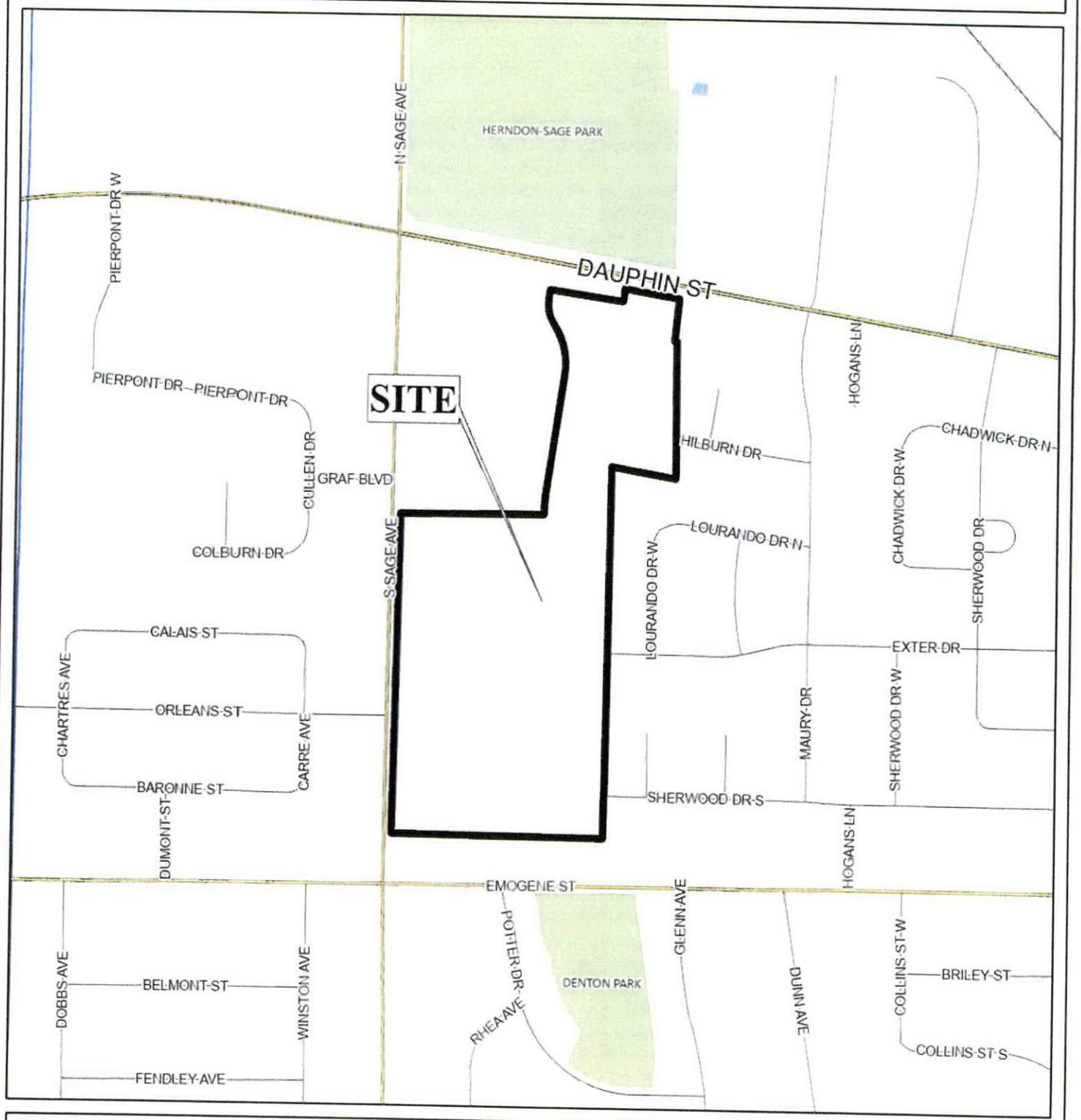
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) the subdivision of land into building sites makes reclassification of the land necessary and desirable

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 10 DATE October 6, 2022

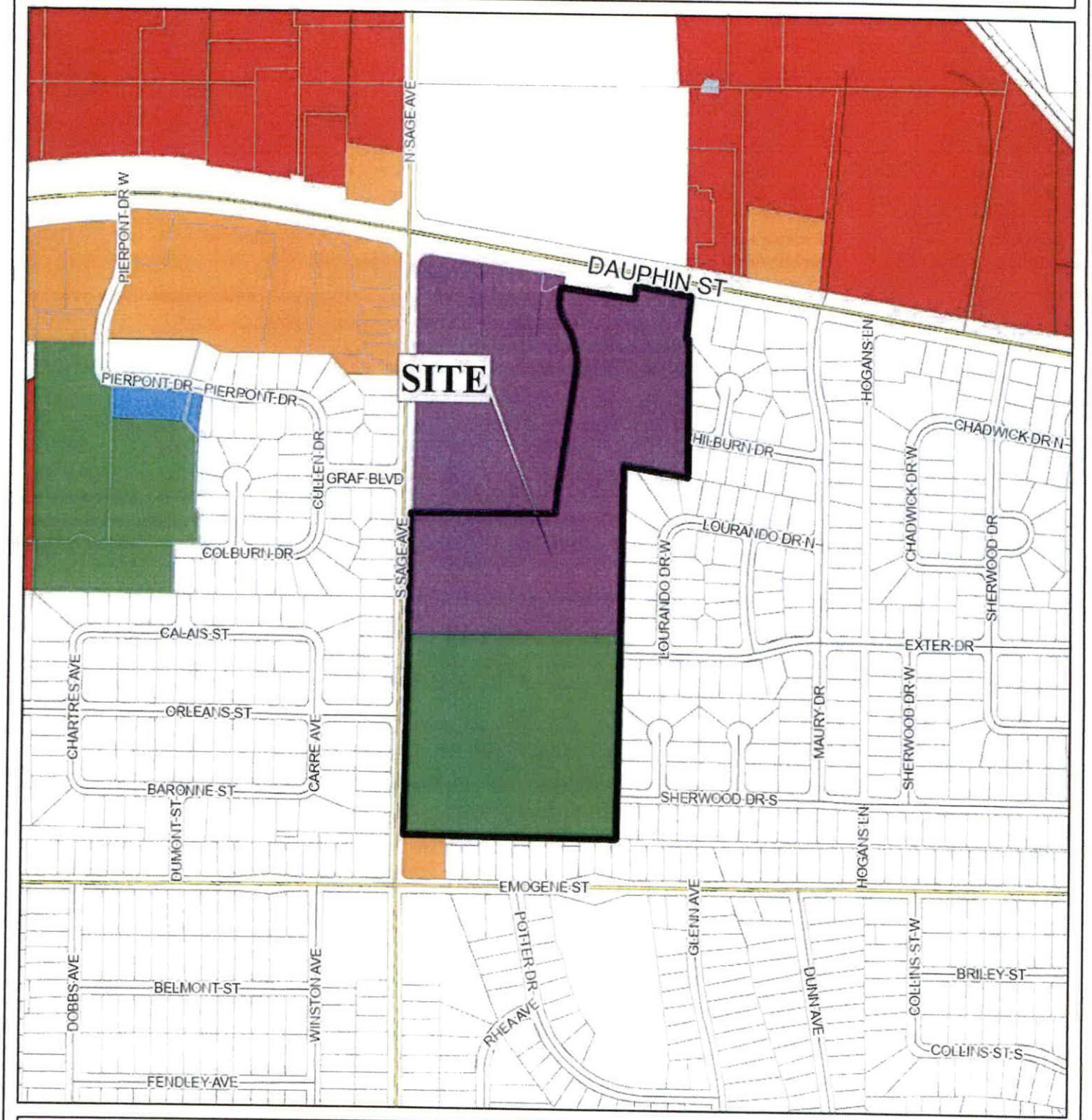
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE October 6, 2022

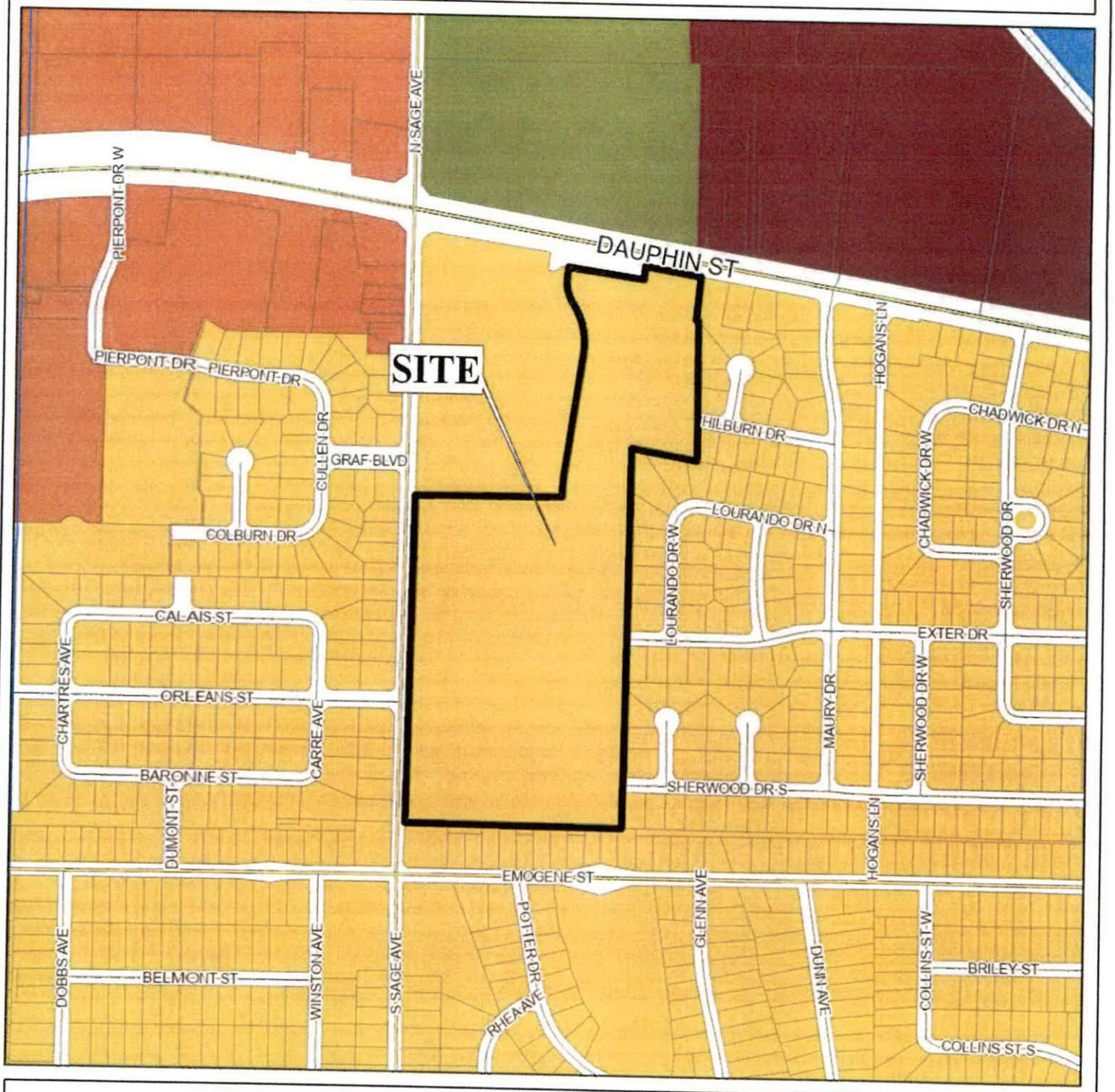
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

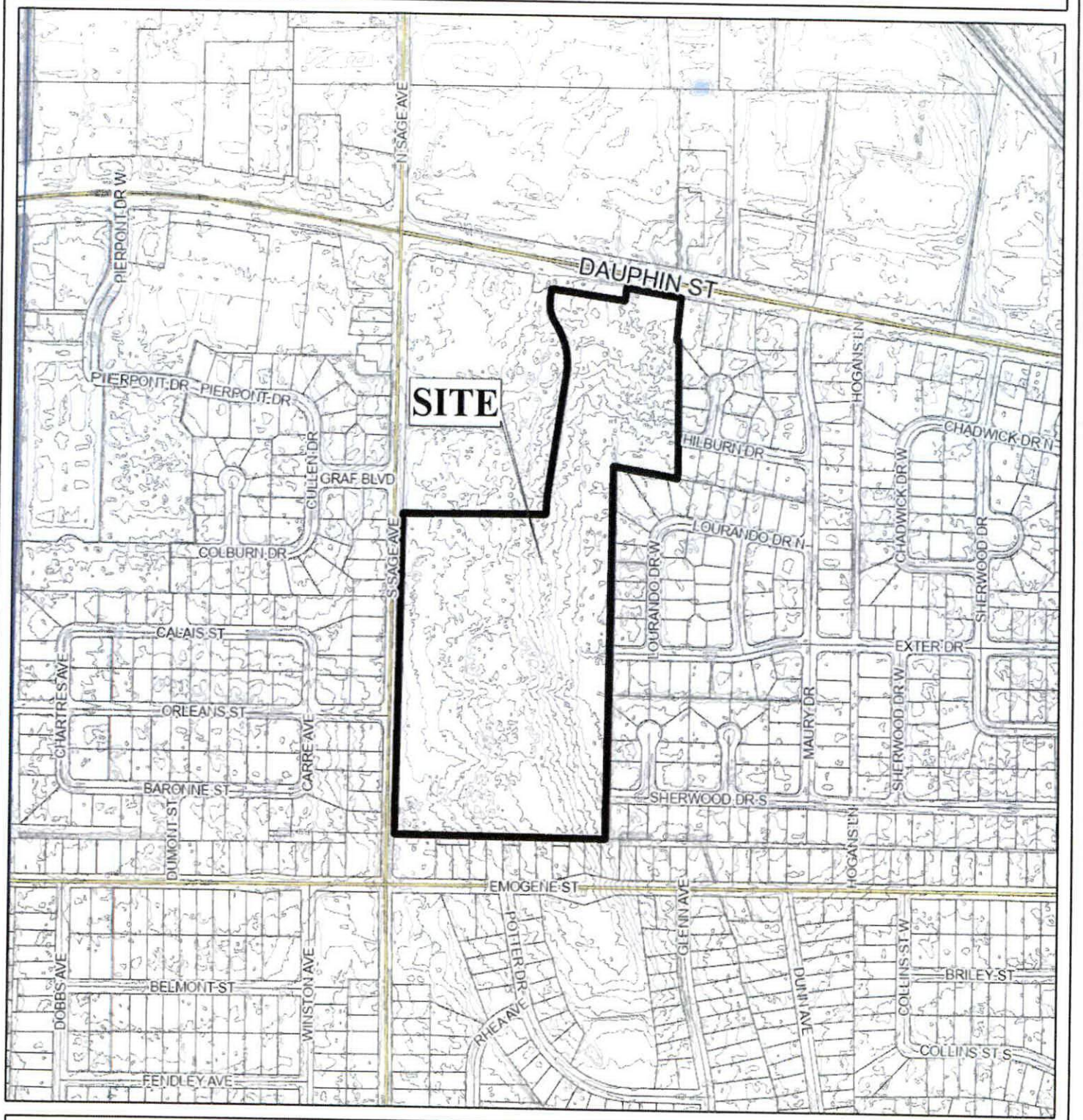
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 10 DATE October 6, 2022

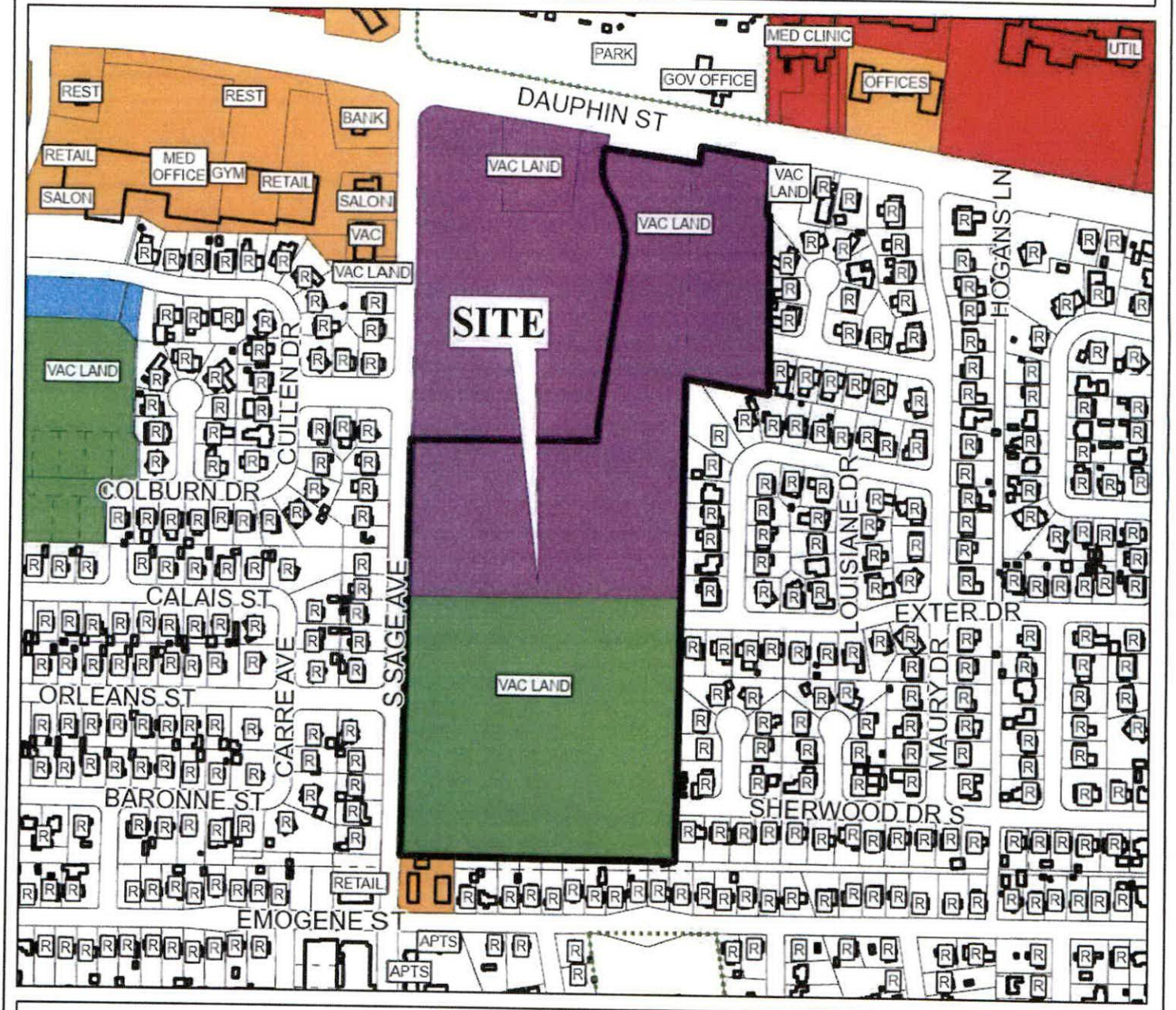
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie to the west.

APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie to the west.

APPLICATION NUMBER 10 DATE October 6, 2022

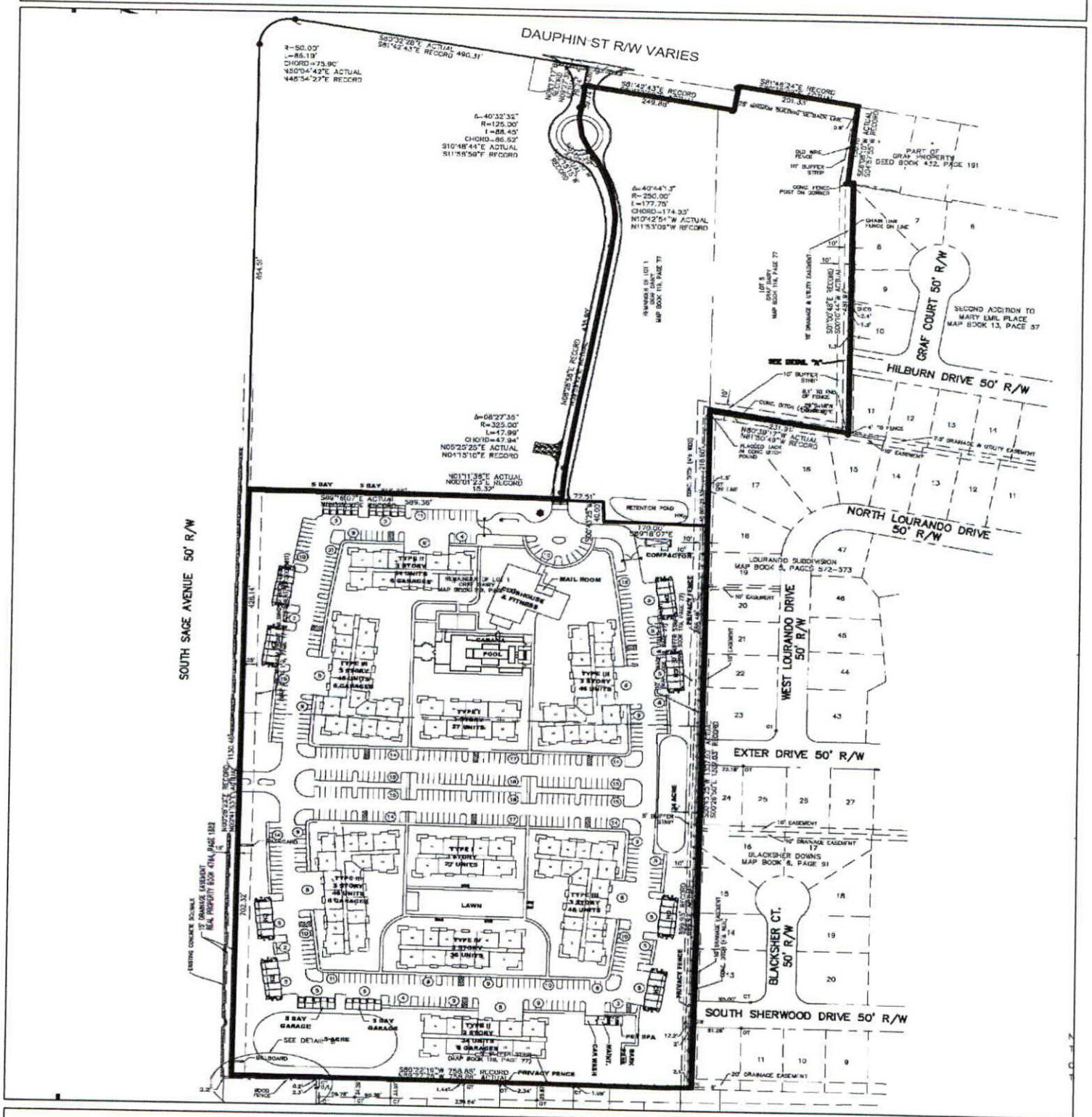
APPLICANT SRV KO Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

SITE PLAN



The site plan illustrates the proposed apartment units, parking, and drives.

APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

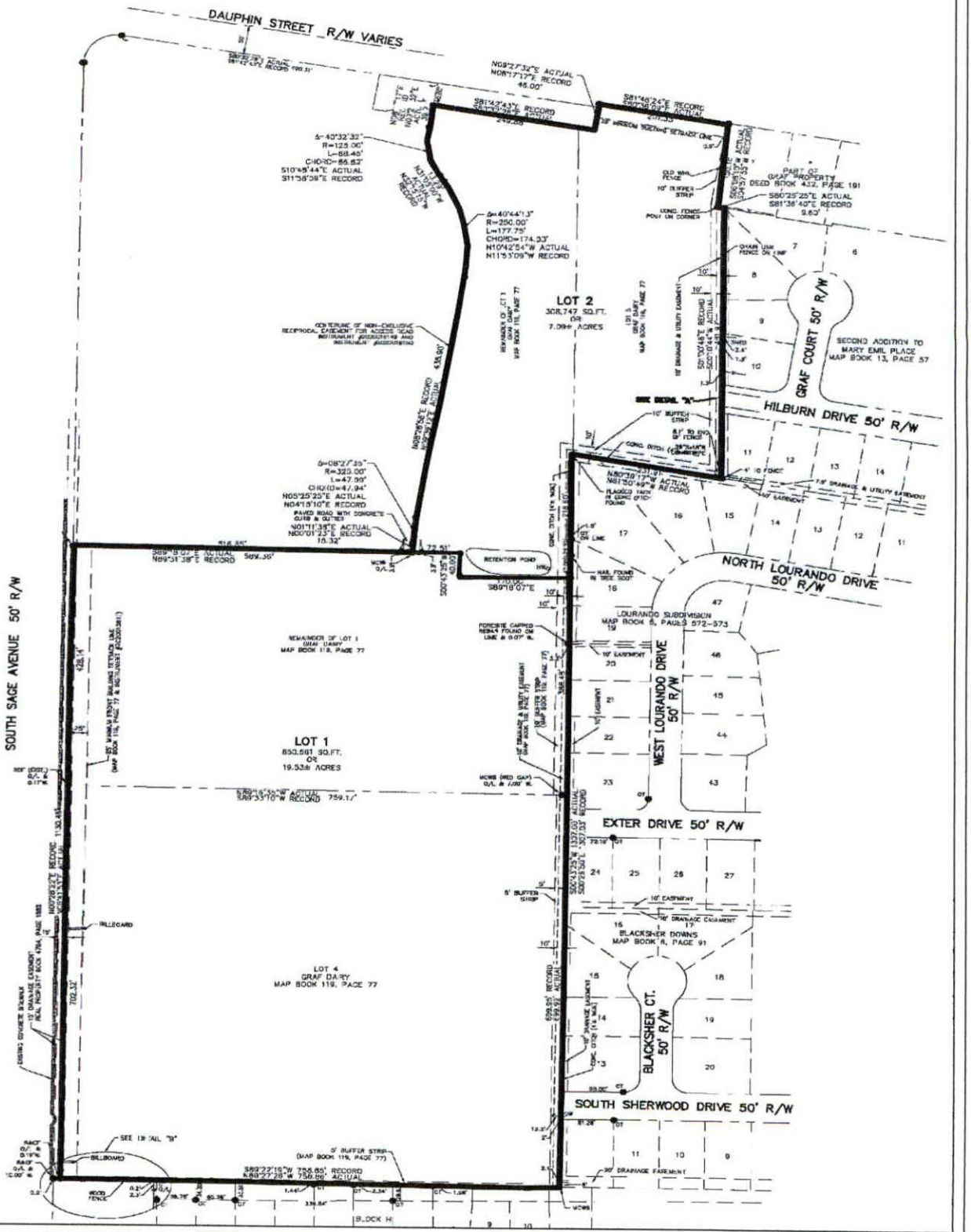
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

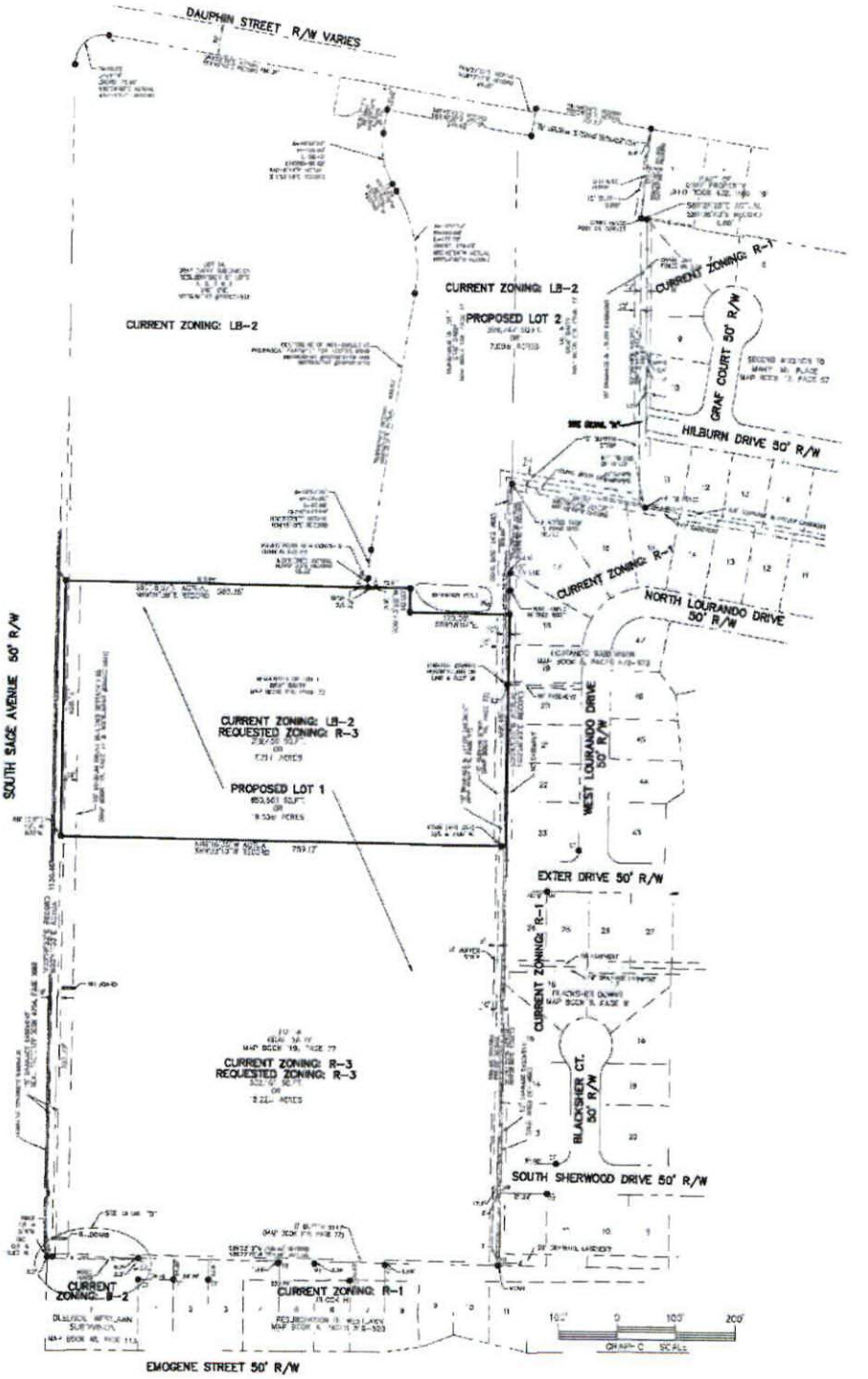
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

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NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

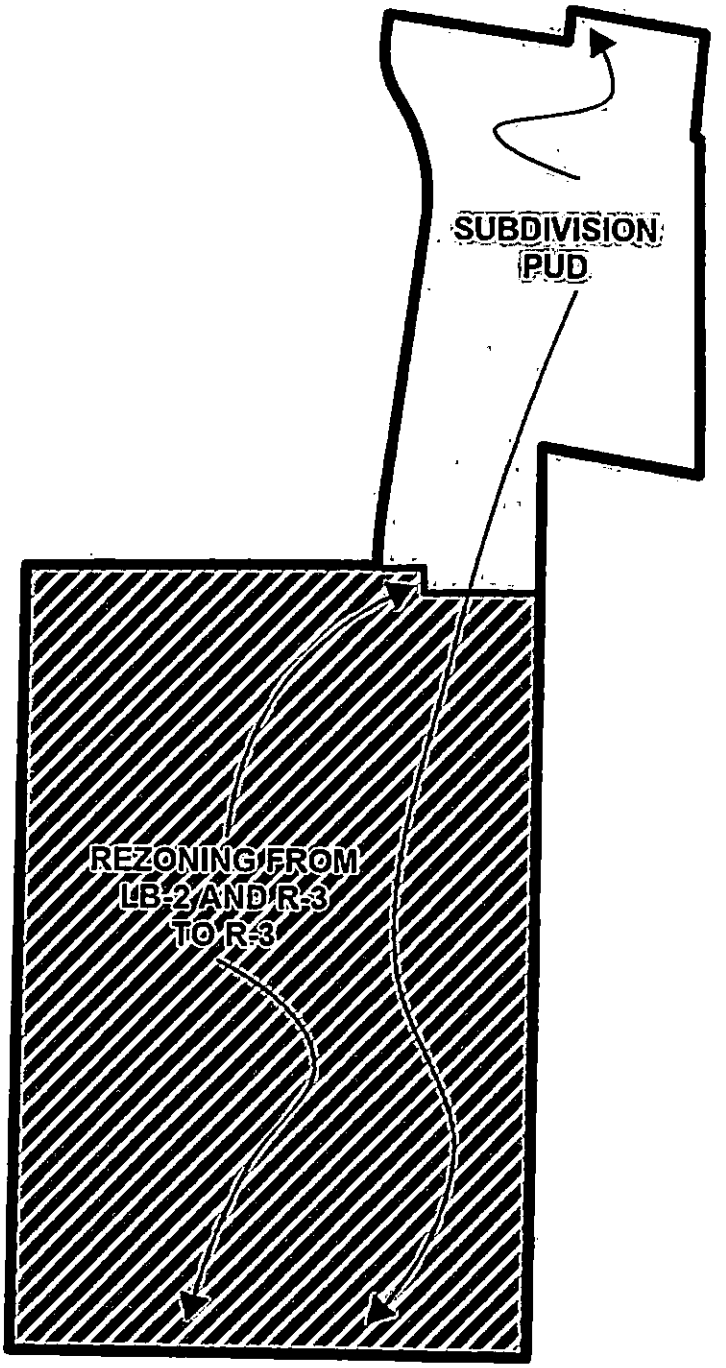
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

Notice of Public Hearing for the Proposed Rezoning of Property
South side of Dauphin Street, 520'± East of Sage Avenue,
extending to the East side of Sage Avenue, 905'± South of Dauphin Street,
and extending to the West termini of Exter Drive and Sherwood Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°18'07"E 589.36 FEET TO A POINT; THENCE RUN S00°43'25"W 40.00 FEET TO A POINT; THENCE RUN S89°18'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID

PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'25"W 388.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'35"W 759.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N00°41'53" E 428.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 318,400 SQUARE FEET OR 7.31± ACRES.
LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,161 SQUARE FEET OR 12.22± ACRES.

The classification of said property is hereby changed from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/20/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/20/2022 - 2:22 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2819 Government Boulevard
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2819 Government Boulevard (south side of Government Boulevard, 235'± east of Thompson Drive, extending to the north side of Thompson Drive North, 75'± east of Thompson Drive) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COM AT SE COR OF LOT 27 BLK 1 MERTZ CT SUB MBK 3/537 FOR THE POB OF PPTY HEREIN DESC TH CONT RUN SWLY DIR ALG N/L OF THOMPSON DR 100FT TO A PT BEING THE SW COR OF SD LOT 27 BLK 1 TH RUN N 31 DEG 25 MIN30 SEC W 223.24 FT TO PT ON S/S US HWY 90 TH RUN N ELY DIR ALG S/S USHWY 90 106 FT TO PT TH RUN E 133 FT TO PT SD PT BEING NE COR OF LOT 27BLK 1 OF SD SUB TH RUN S 232.75 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0006

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be

in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of November, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 28th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **2819 Government Boulevard** (South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COM AT SE COR OF LOT 27 BLK 1 MERTZ CT SUB MBK 3/537 FOR THE POB OF PPTY HEREIN DESC TH CONT RUN SWLY DIR ALG N/L OF THOMPSON DR 100FT TO A PT BEING THE SW COR OF SD LOT 27 BLK 1 TH RUN N 31 DEG 25 MIN30 SEC W 223.24 FT TO PT ON S/S US HWY 90 TH RUN N ELY DIR ALG S/S USHWY 90 106 FT TO PT TH RUN E 133 FT TO PT SD PT BEING NE COR OF LOT 27BLK 1 OF SD SUB TH RUN S 232.75 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0006

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Royal Academy Daycare (Brittany Williams, Agent)
2819 Government Boulevard
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive)
Council District 3
C. J. Small

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Joseph Rodrigues
2240 Carrington Drive
Mobile, Alabama 36695

Re: **2819 Government Boulevard**
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).
Council District 3
ZON-002182-2022
Royal Academy Daycare (Brittany Williams, Agent)
Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 6, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

1) **The applicant has demonstrated that there is a manifest error in the Ordinance with regard to zoning classifications; and**
2) **The need to make the subject site a legal lot of record would justify the Rezoning to a single classification.**

The rezoning should be subject to the following conditions:

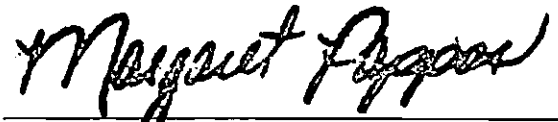
1) **either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $311.85. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 

Margaret Pappas
Deputy Director of Planning and Zoning

WELLS FARGO BANK

1001

3001 DAUPHIN ST MOBILE , AL 36606

61-8/620

DATE 10-18-22

PAY TO THE ORDER OF The City of Mobile | $ 311.85

three hundred eleven dollars eighty five cents DOLLARS

ROYALS ACADEMY, INC
BRITNEY WILLIAMS
150 DU RHU DR APT 1906
MOBILE AL 36608-1248

Britney Williams

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 13, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 6, 2022 considered the request of **Royal Academy Daycare (Brittany Williams, Agent)** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **2819 Government Boulevard** (South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and, 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **2819 Government Boulevard**
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).
Council District 3
ZON-002182-2022
Royal Academy Daycare (Brittany Williams, Agent)
Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **2819 Government Boulevard**
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).
Council District 3
ZON-002182-2022
Royal Academy Daycare (Brittany Williams, Agent)
Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-002182-2022

Plan Submission
Contact Information

Name of Project ROYALS ACADEMY DAYCARE - RENOVATION/OCCUPANCY CHANGE

Address 2819 GOVERNMENT BLVD, MOBILE, AL 36606

Owner BRITTANY WILLIAMS

Address 2819 GOVERNMENT BLVD, MOBILE, AL 36606

Phone 251-377-6077 **Fax** _____ **E-Mail** ROYALSACADEMY251@GMAIL.COM

Authorized Agent BRITTANY WILLIAMS

Address SAME AS OWNER

Phone 251-377-6077 **Fax** _____ **E-Mail** SAME AS OWNER

Contractor TBD

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Civil Engineer N/A

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Architect CARLOS GANT, ARCHITECT

Address 656 DAUPHIN ST, MOBILE, AL 36602

Phone 251-377-8457 **Fax** 251-650-1581 **E-Mail** CGANT@GANTLLC.COM

Submitted By:

_____ CARLOS GANT, AIA
Signature **Print**

7/20/2022
Date

ARCHITECT
Affiliation to project/Organization

Effective Date: April 1, 2012

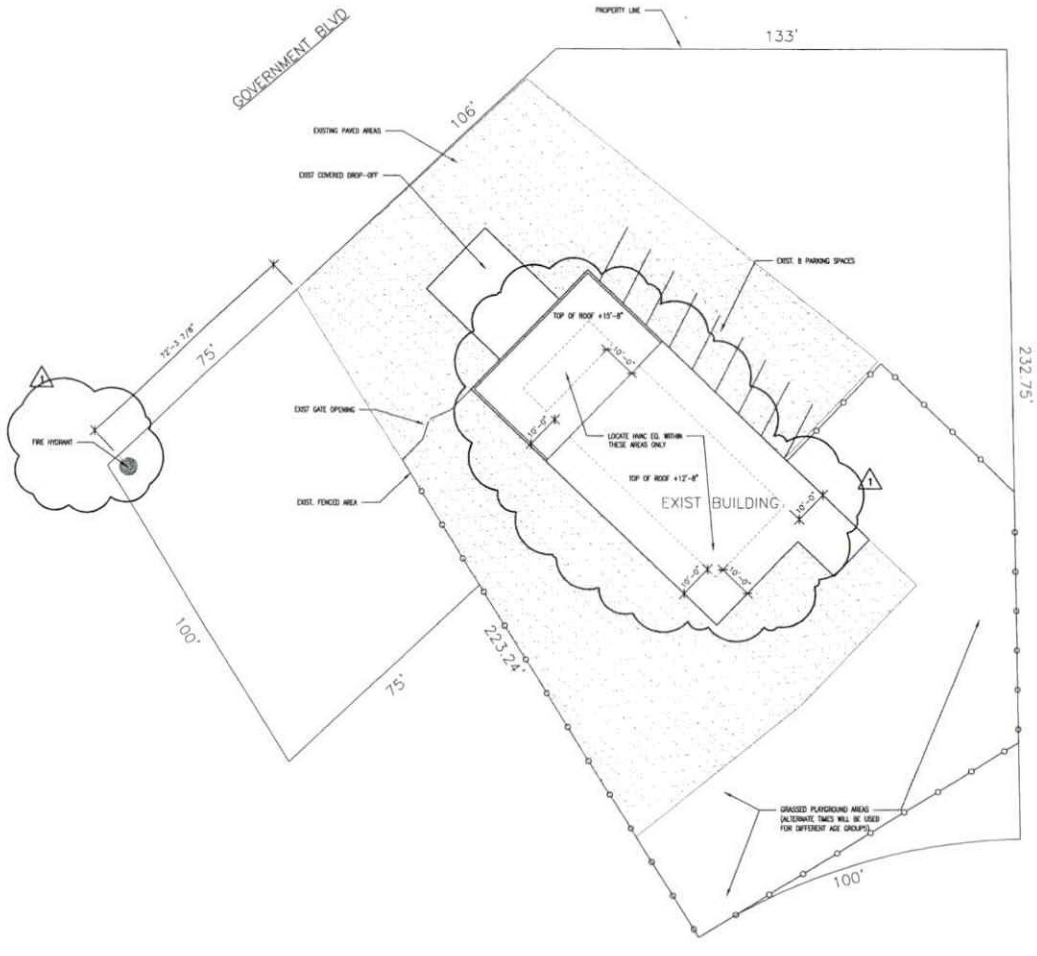
APPLICATION NARRATIVE

ROYAL ACADEMY DACARE
2819 GOVERNMENT BLVD, MOBILE, AL

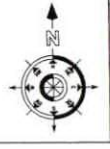
PRESENTLY THE PROPERTY IS SLIT ZONED R-1 AND B-2. IT IS REQUIRE THAT THE PROPERTY. IN ORDER TO MOVE FORWARD WITH THE DAY CARE, BE REZONED FOR THE ENTIRE SITE TO ONE ZONING CLASSIFICATION.

NOTE:
THERE IS NO NEW CONSTRUCTION TO THE EXTERIOR OF THE BUILDING.

GENERAL SITE NOTES:
1. THIS SITE PLAN IS FOR REFERENCE ONLY AND DOES NOT SUBSTITUTE FOR ONE PREPARED BY A LICENSED CIVIL OR SURVEYOR.
2. CURRENT PARKING WILL NOT BE INCREASED OR ALTERED.



E3 EXISTING SITE PLAN
1/16"=1'-0"



GANT
GROUP & ASSOCIATES LLC
ARCHITECTURE, INTERIORS, PLANNING
656 DAUPHIN STREET
MOBILE, ALABAMA 36602
TELEPHONE: (251)377-0457

STATE OF ALABAMA
CARLOS R. GANT
NO. 5081
REGISTERED ARCHITECT

ROYALS ACADEMY DAY CARE
(CONVERSION RENOVATION)
2819 GOVERNMENT BLVD
MOBILE, AL 36606
ALABAMA
MOBILE,

REVISIONS

NO.	DATE	REMARKS
1	8/11/22	HYDRANT NOTED/HVAC EQUIP ZONE NOTED

SHEET TITLE
ARCHITECTURAL SITE PLAN

JOB NO. 2022-0022
DATE: 07/15/2022
DRAWN BY: C. GANT
CHECKED BY:
SHEET
AS101

OBJECTID	KEYX	PARCEL	NAME	ADDRESS	SUBDIVISIC	MAIL_ADD	MAIL_ADD	MAIL_ADD
1	890833	R02290951	MOBILE CC	950 MCRAE AVE		P O BOX 180069		
2	890842	R02290951	MOBILE CC	950 MCRAE AVE		P O BOX 180069		
3	890860	R02290951	UNIVERSAL	2819 GOVERNMENT BI		2814 GOVERNMENT BLVD		
4	1468469	R02290951	NGUYEN M	2821 GOVERNMENT BI		7346 RALEIGH WAY N		
5	1724021	R02290951	BUNCH JAS	2865 GOVERNMENT BI		4280 INDUSTRIAL PKWY		
6	890879	R02290951	HARTUNG	2869 GOVERNMENT BI		4864 EMERALD DR E		
7	1481186	R02290951	ENGLISH RI	2762 THOMPSON DR S		P O BOX 3104		
8	1481195	R02290951	PARKER CA	2764 N THOMPSON DI		2766 N THOMPSON DR		
9	891556	R02290951	M Y M S INC			P O BOX 160812		
10	891565	R02290951	M Y M S LL	2757 MAGNOLIA RD		P O BOX 160812		
11	1703099	R02290951	LADNER M.	2830 GOVERNMENT BI		2126 RIVERSIDE DR		
12	1540504	R02290951	GONEKE M	2818 GOVERNMENT BI		2818 GOVERNMENT BLVD		
13	2044013	R02290951	UNIVERSAL	2814 GOVERNMENT BI		2814 GOVERNMENT BLVD		
14	891672	R02290951	BLANKENSI	2850 GOVERNMENT BI		2814 GOVERNMENT BLVD		
15	892519	R02290951	BALTHIS RI	2761 THOMPSON DR		2566 RIVERSIDE DR		
16	2666145	R02290951	J DURGIN F	2755 THOMPSON DR N		3441 MEADOW LN		
17	2667091	R02290951	BARTON JA	2757 THOMPSON DR		3824 ST ANDREWS DR		
18	892537	R02290951	PICCINI JEN	2733 THOMPSON DR		7350 OLD PASCAGOULA RD		
19	892546	R02290951	DIALS RENI	2731 THON	L. G. DAVIS	563 BARCELONA DR		
20	892555	R02290951	DIALS RENI	2729 THOMPSON DR		563 BARCELONA DR		
21	891609	R02290951	MCLEOD PI	2818 GOVERNMENT BI		745 ELLSWORTH DR NW		
22	890888	R02290951	COOK CARI	2760 N THOMPSON DI		2760 N THOMPSON DR		
23	892528	R02290951	CROW ROC	2759 THOMPSON DR N		2759 N THOMPSON DR		
24	1677000	R02290951	MENDEZ RI	2727 THOMPSON DR N		2727 THOMPSON DR N		
25	892564	R02290951	COBB WAL	2723 N THOMPSON DI		2723 N THOMPSON DR		

MAIL_CITY	MAIL_STAT	MAIL_ZIP	Shape_Len	Shape_Are	x	y
MOBILE	AL	36618	2416.596	246425.2		
MOBILE	AL	36618	2247.835	228867.3		
MOBILE	AL	36606	806.4652	40657.41		
MOBILE	AL	36695	350.1346	7309.585		
EIGHT MILE	AL	36613	807.0485	27824.82		
MOBILE	AL	36619	866.9602	33876.67		
DAPHNE	AL	36526	397.5514	7739.473		
MOBILE	AL	36606	415.1159	9085.472		
MOBILE	AL	36616	740.1679	31917.9		
MOBILE	AL	36616	353.2407	6971.223		
MOBILE	AL	36605	204.5118	1778.215		
MOBILE	AL	36606	568.2445	12972.05		
MOBILE	AL	36606	811.3511	29252.64		
MOBILE	AL	36606	1084.835	45501.16		
MOBILE	AL	36605	880.9678	38645.72		
MOBILE	AL	36618	414.3186	8307.842		
MOBILE	AL	36693	406.6241	7665.662		
THEODORE	AL	36582	345.2508	6867.901		
SATSUMA	AL	36572	330.9664	6405.871		
SATSUMA	AL	36572	448.3651	11087.16		
ATLANTA	GA	30318	520.223	13913.49		
MOBILE	AL	36606	424.2827	9647.545		
MOBILE	AL	36606	404.0309	7490.603		
MOBILE	AL	36606	812.2155	30067.08		
MOBILE	AL	36606	992.6375	39600.95		

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
950 MCRAE AVE
MOBILE AL 36618
36618R022909510006004.000

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
950 MCRAE AVE
MOBILE AL 36618
36618R022909510006004.01

UNIVERSAL PROPERTY INVESTMENTS LLC
2819 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006007.000

NGUYEN MINH HUU & TUONG-VY NGUYEN
2821 GOVERNMENT BLVD
MOBILE AL 36695
36695R022909510006008.000

BUNCH JASON
2865 GOVERNMENT BLVD
EIGHT MILE AL 36613
36613R022909510006008.01

HARTUNG COMMERCIAL PROPERTIES INC C/O PRITCHETT HENRY
2869 GOVERNMENT BLVD
MOBILE AL 36619
36619R022909510006009.000

ENGLISH RUFUS
2762 THOMPSON DR S
DAPHNE AL 36526
36526R022909510006010.01

PARKER CARLOS
2764 N THOMPSON DR
MOBILE AL 36606
36606R022909510006010.02

M Y M S INC

MOBILE AL 36616
36616R022909510006062.000

M Y M S LLC
2757 MAGNOLIA RD
MOBILE AL 36616
36616R022909510006063.000

LADNER MARLENE
2830 GOVERNMENT BLVD
MOBILE AL 36605
36605R022909510006068.03

GONEKE MICKEY C & VIRGINIA H
2818 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006069.000

UNIVERSAL PROPERTY INVESTMENTS LLC
2814 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006070.001

BLANKENSHIP PROPERTIES LLC
2850 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006074.000

BALTHIS RICHARD LEE
2761 THOMPSON DR
MOBILE AL 36605
36605R022909510006154.000

J DURGIN REALTY LLC, AN ALABAMA LLC
2755 THOMPSON DR N
MOBILE AL 36618
36618R022909510006155.001

BARTON JAMES E JR
2757 THOMPSON DR
MOBILE AL 36693
36693R022909510006155.002

PICCINI JENO E
2733 THOMPSON DR
THEODORE AL 36582
36582R022909510006156.000

DIALS RENEE D
2731 THOMPSON DR
SATSUMA AL 36572
36572R022909510006157.000

DIALS RENEE D
2729 THOMPSON DR
SATSUMA AL 36572
36572R022909510006158.000

MCLEOD PROPERTIES LP A GEORGIA LIMITED PARTNERSHIP C/O GONEKE MICKEY C & VIRGINIA H GONEKE
2818 GOVERNMENT BLVD
ATLANTA GA 30318

COOK CAROLYN
2760 N THOMPSON DR
MOBILE AL 36606
36606R022909510006010.000

CROW ROGER D & MARGARET M
2759 THOMPSON DR N
MOBILE AL 36606
36606R022909510006155.000

MENDEZ ROSALBINO & MARIA T
2727 THOMPSON DR N
MOBILE AL 36606
36606R022909510006159.000

COBB WALTER
2723 N THOMPSON DR
MOBILE AL 36606
36606R022909510006160.000

BRITTANY WILLIAMS
2819 GOVERNMENT BLVD
MOBILE, AL 36606

BRITTANY WILLIAMS
2819 GOVERNMENT BLVD
MOBILE, AL 36606

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950 MCRAE AVE
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UNIVERSAL PROPERTY INVESTMENTS LLC
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36613R022909510006008.01

HARTUNG COMMERCIAL PROPERTIES INC C/O PRITCHETT HENRY
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36606R022909510006010.02

M Y M S INC

MOBILE AL 36616
36616R022909510006062.000

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2757 MAGNOLIA RD
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36605R022909510006068.03

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MOBILE AL 36606
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BLANKENSHIP PROPERTIES LLC
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36572R022909510006157.000

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MCLEOD PROPERTIES LP A GEORGIA LIMITED PARTNERSHIP C/O GONEKE MICKEY C & VIRGINIA H GONEKE
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MOBILE AL 36606
36606R022909510006155.000

MENDEZ ROSALBINO & MARIA T
2727 THOMPSON DR N
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36606R022909510006159.000

COBB WALTER
2723 N THOMPSON DR
MOBILE AL 36606
36606R022909510006160.000

ZONING AMENDMENT STAFF REPORT Date: October 6, 2022

NAME Royal Academy Daycare (Brittany Williams, Agent)

LOCATION 2819 Government Boulevard
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).

CITY COUNCIL DISTRICT District 3

PRESENT ZONING R-1, Single-Family Residential District, and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 0.9± Acre

CONTEMPLATED USE Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not provided.

ENGINEERING COMMENTS

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS No comments.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The site has been given a Mixed Commercial Corridor (MCC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework

Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

The subject site appears to have been assigned the current split zoning with the adoption of the original Zoning Ordinance in May, 1967. One month later, a variance was granted to allow the construction of an office and dry cleaning laundry plant on the site. The dry cleaning and laundry closed in November 2019. The applicant now proposes to operate a child day care center on the site which requires a change of occupancy, to include compliance with the Zoning Ordinance. Since the site is split-zoned, the classification must be changed to one classification which would allow the new proposed use; hence this request.

The applicant states the following concerning the request:

> *REZOING IS REQUIRED BECAUSE CURRENT PORPERTY IS SPLIT ZONED R-1 & B-2. REZONING IS REQUIRED TO COMBINE PROPERTY INTO ONE ZONING CLASSIFICATION.*

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site plan submitted with the application indicates the site "as-is" with no modifications proposed to meet the site compliance requirements of the Zoning Ordinance. However, as Rezoning approvals are not site plan specific, the application can be reviewed based upon the proposed use and the prevailing conditions cited by the applicant.

The proposed use as a child day care is allowed by right in a B-2 District. As the site is currently split-zoned, the rezoning to B-2 would bring the entire site into the proper zoning classification for the proposed use. It should be emphasized that the proposed classification of B-2 is in keeping with the Future Land Use Map classification for the site. The applicant has demonstrated that there is a manifest error in the Ordinance with regard to zoning classifications, and the rezoning request should be considered for approval.

It should be noted that the site is a metes-and-bounds legal description. Therefore, either the site should be made into one legal lot of record via a one-lot Subdivision, or a deed from 1962 or earlier describing the property in its current configuration should be required, if approved.

As previously stated, the review for a Rezoning application is not site plan specific. If approved, full compliance with all municipal codes and ordinances, including, but not limited to parking surfacing and maneuvering area, refuse removal, required sidewalks, and residential buffering will be required.

RECOMMENDATION Based on the preceding, the application is recommended for Approval due to the following:

1) The applicant has demonstrated that there is a manifest error in the Ordinance with regard to zoning classifications; and
2) The need to make the subject site a legal lot of record would justify the Rezoning to a single classification.

The rezoning should be subject to the following conditions:

1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 5 DATE October 6, 2022

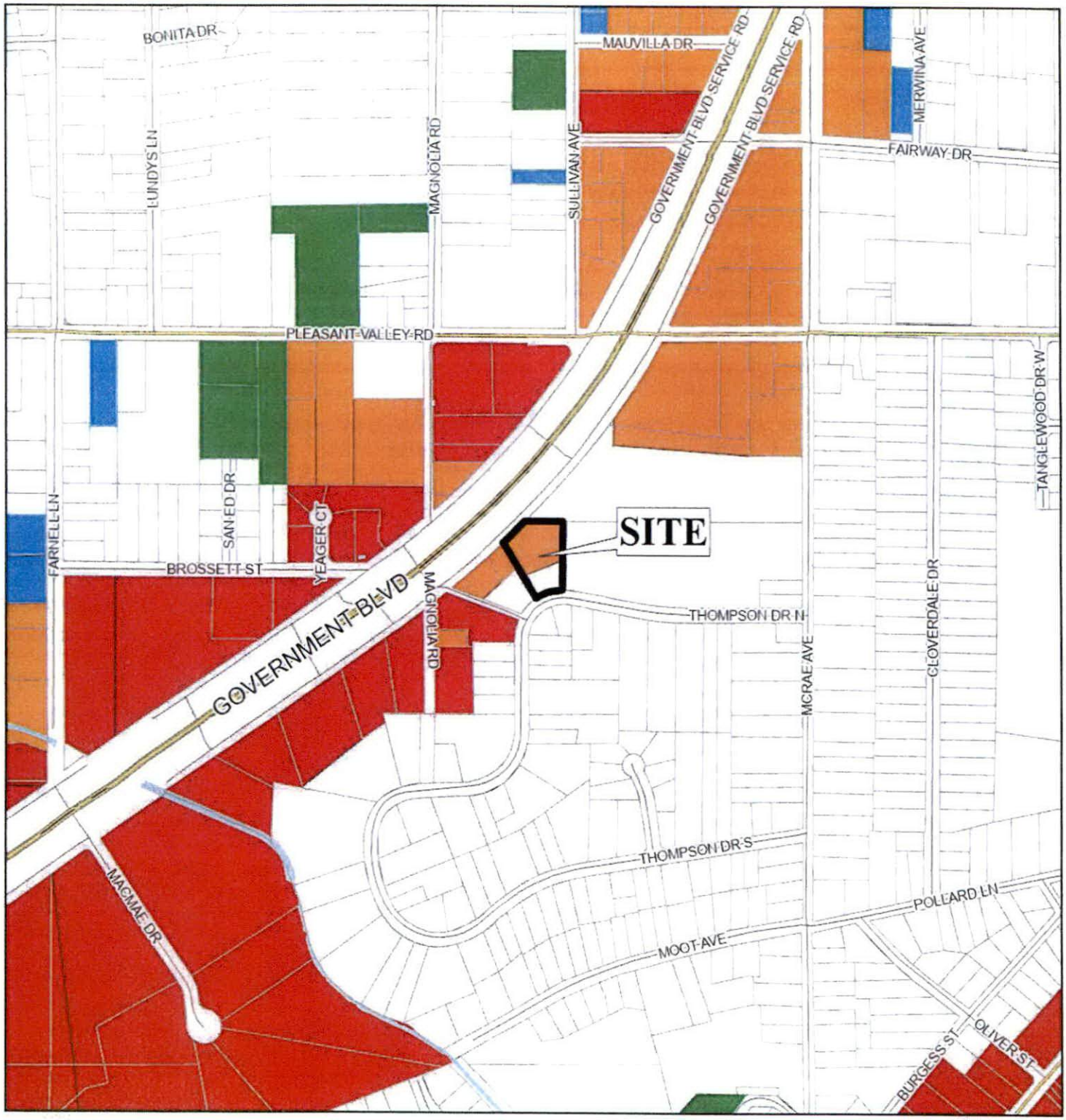
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE October 6, 2022

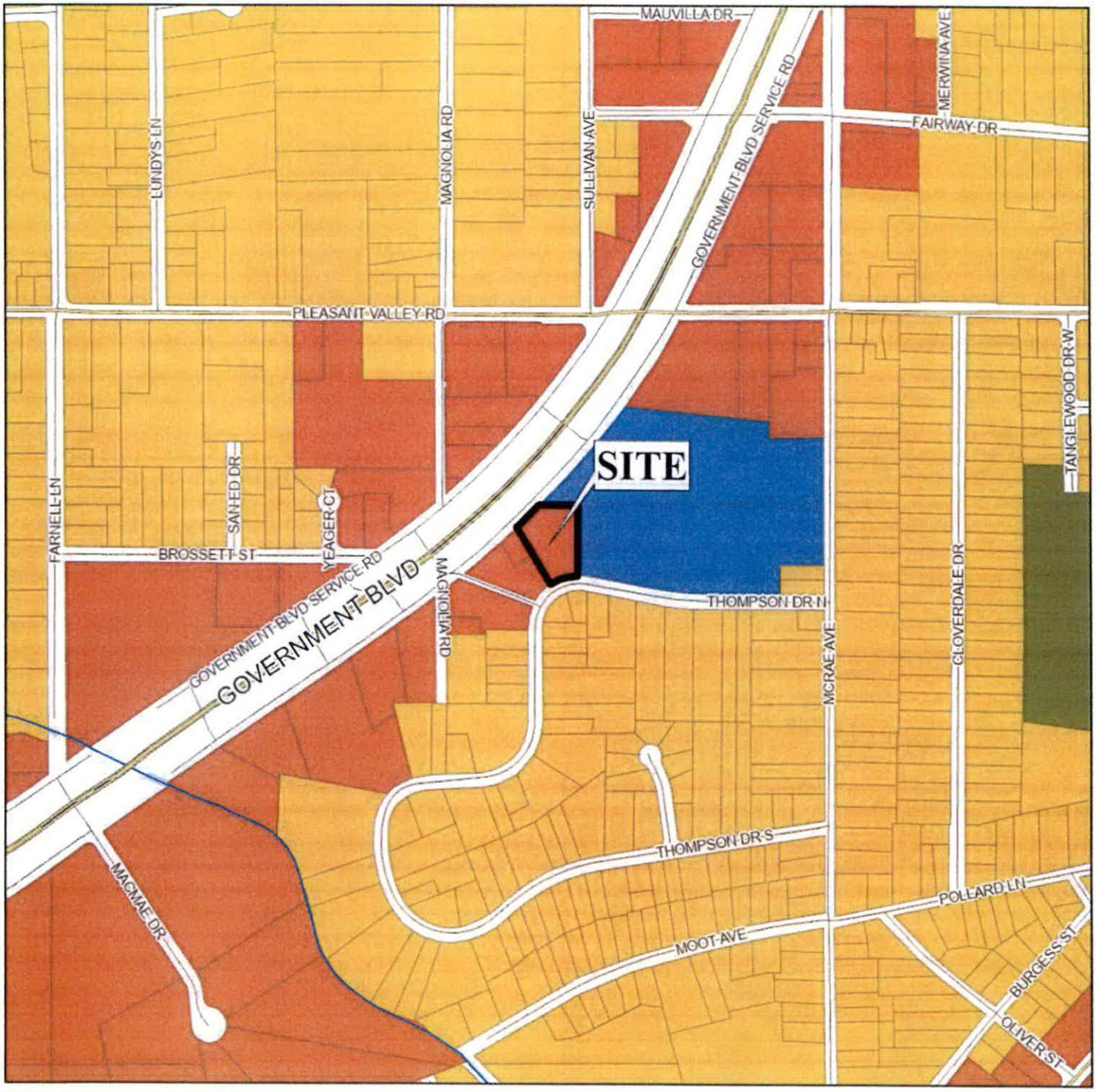
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

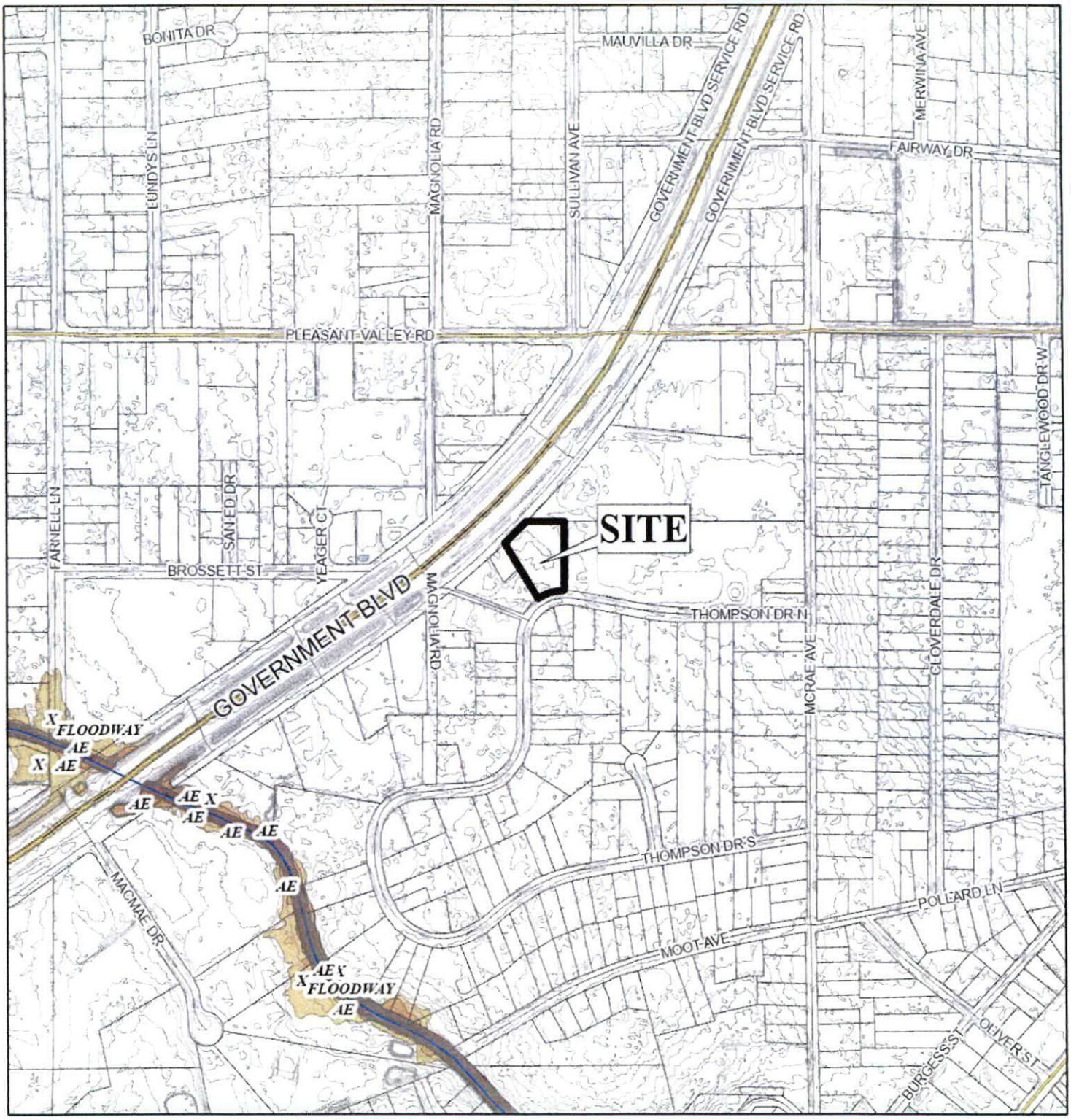
REQUEST Rezoning From R-1 And B-2 To B-2

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 5 DATE October 6, 2022

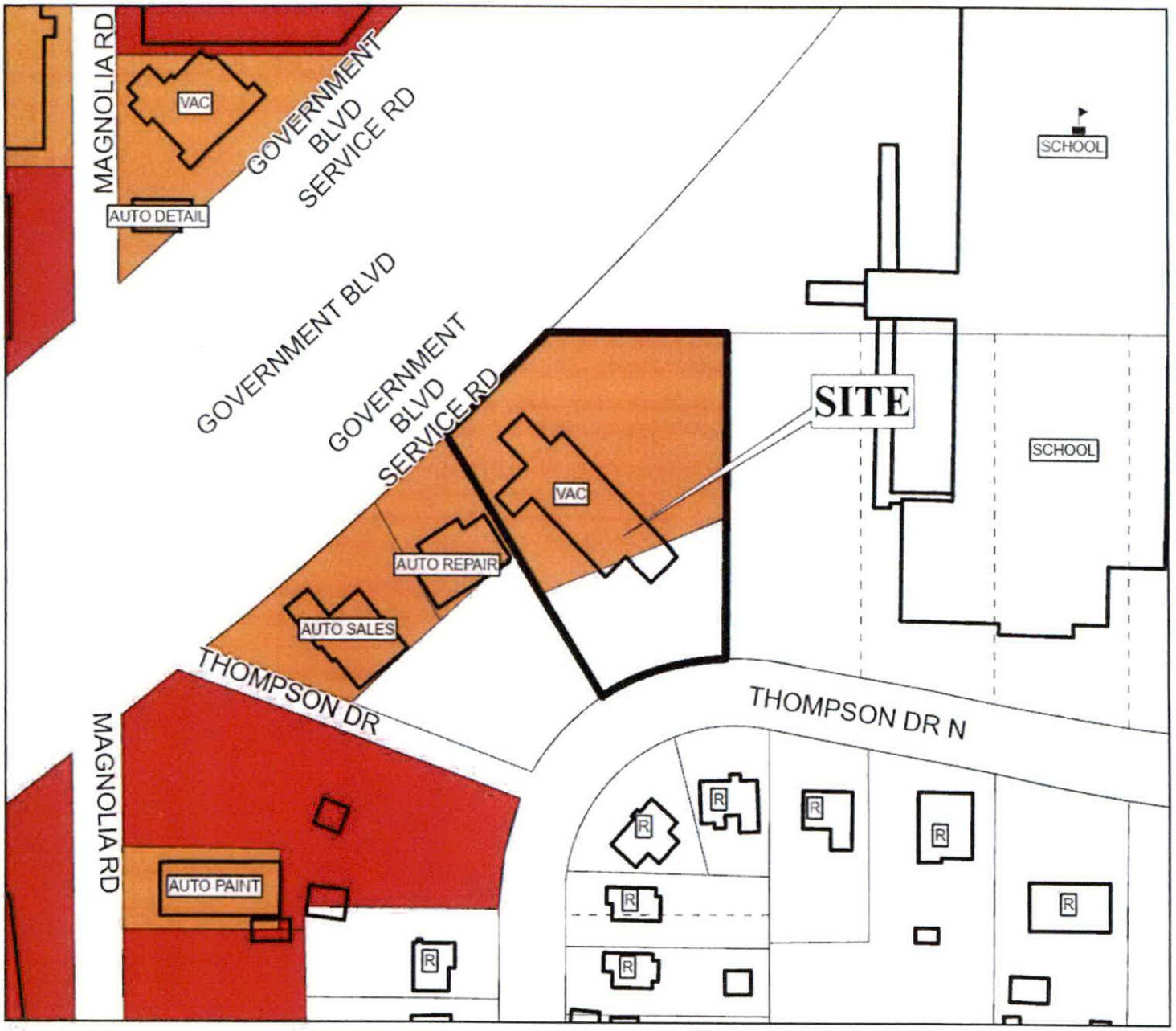
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west, and residenial units to the southeast. A school lies east of the site.

APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

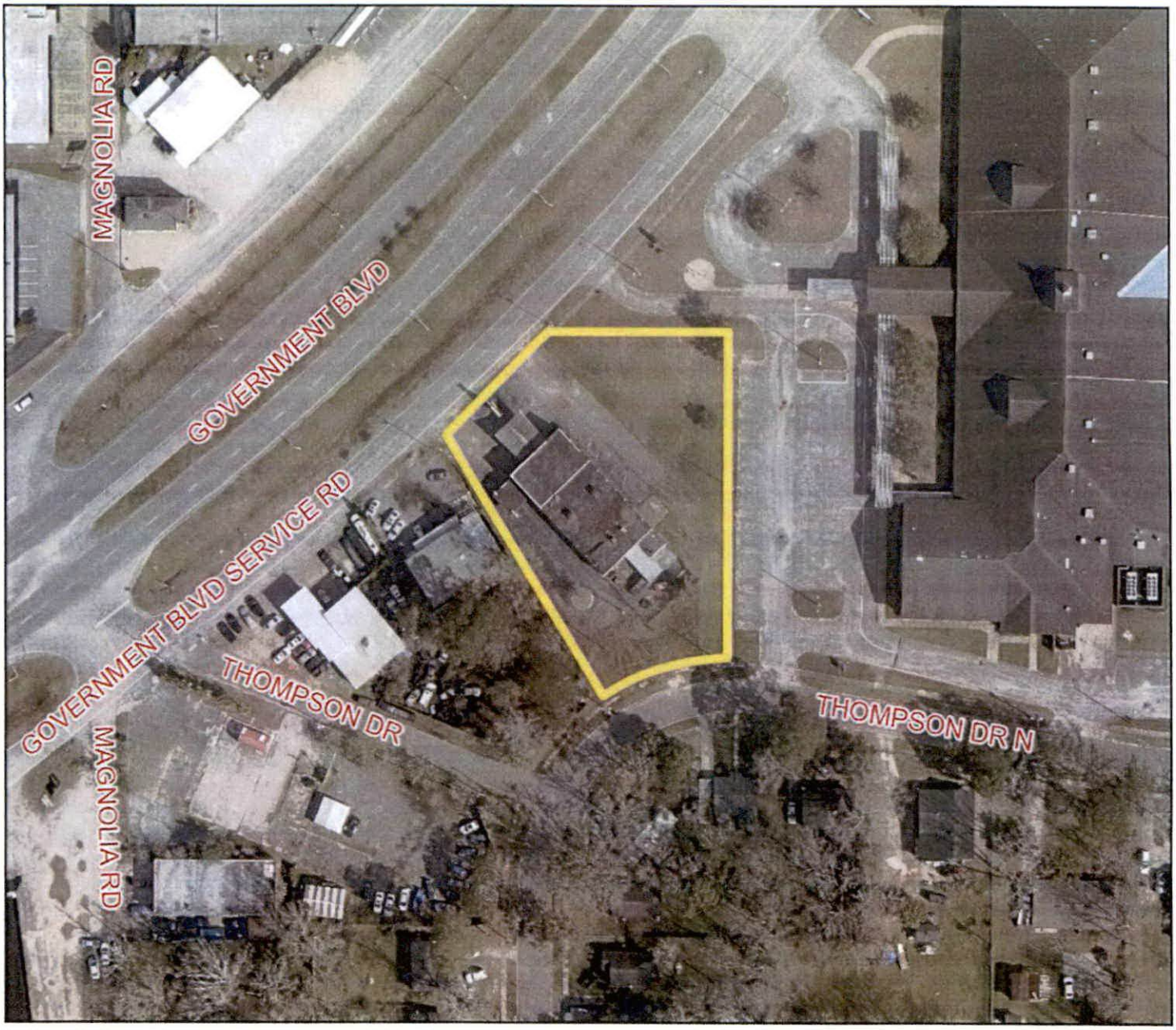
REQUEST Rezoning From R-1 And B-2 To B-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



APPLICATION NUMBER 5 DATE October 6, 2022

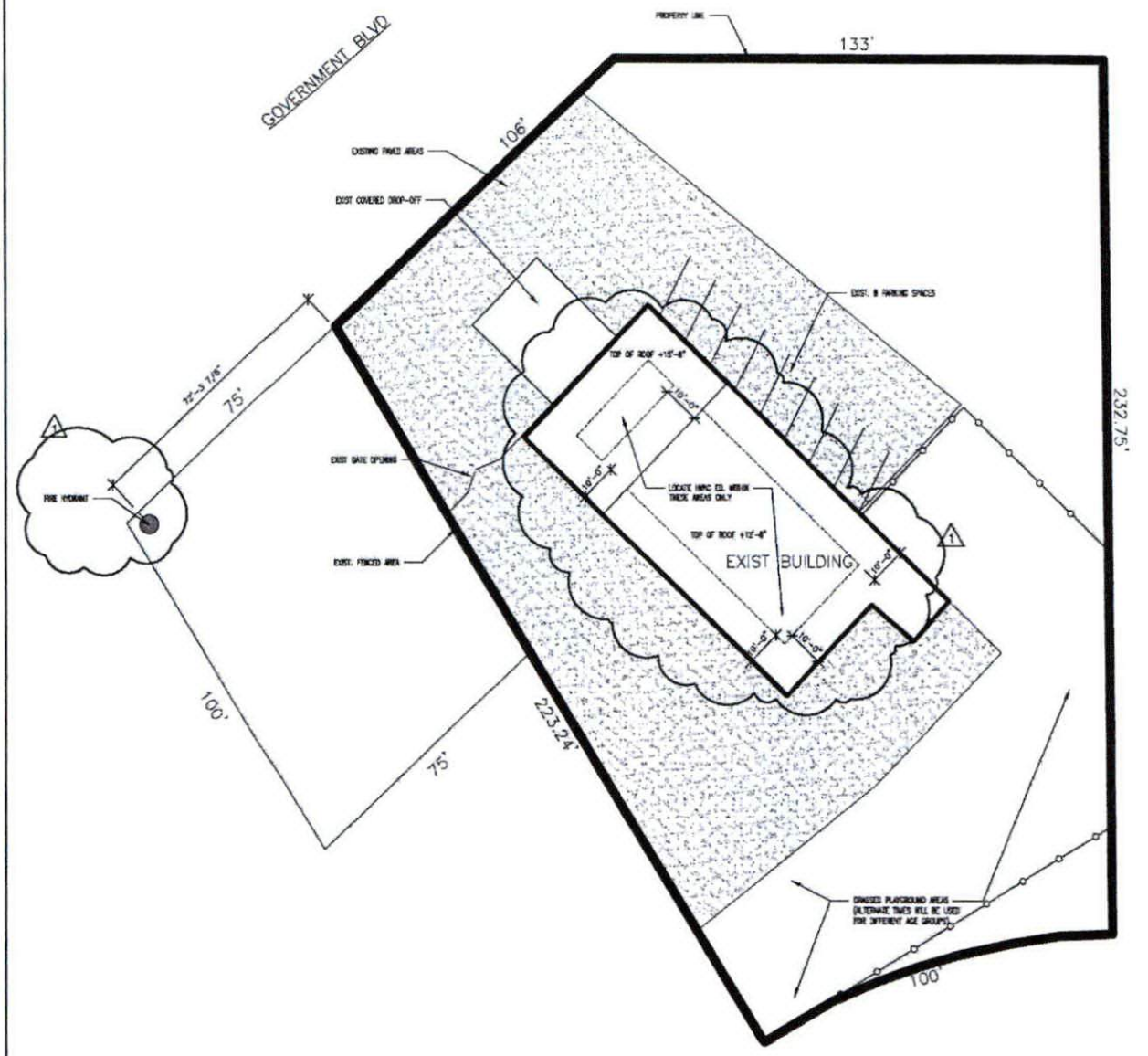
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

SITE PLAN



The site illustrated the existing building, fencing, and playground area.

APPLICATION NUMBER 5 DATE October 6, 2022

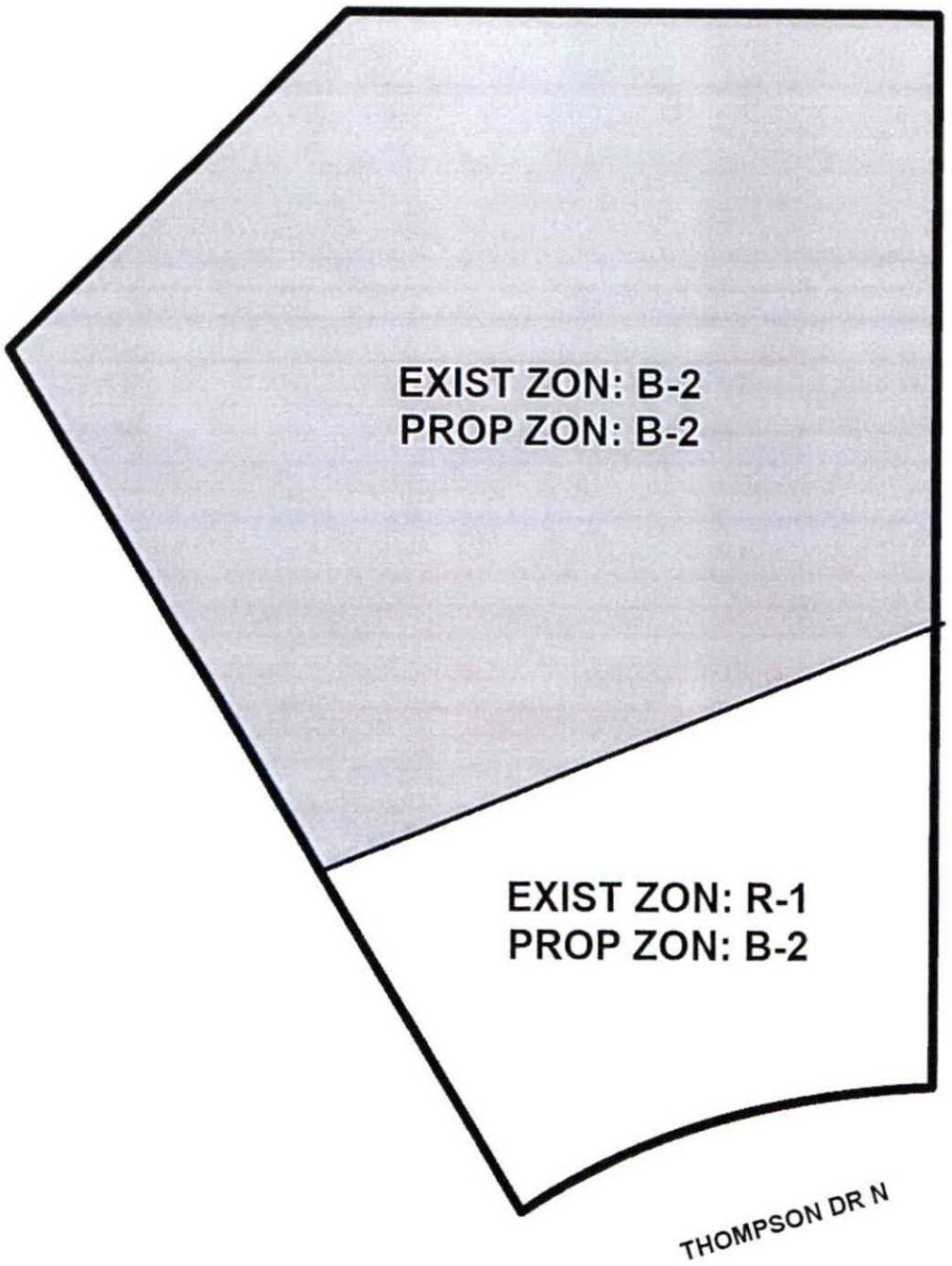
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/20/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/20/2022 - 2:24 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1263 Baker Street
(South side of Baker Street, 2/5± mile West of Yeend Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1263 Baker Street (south side of Baker Street, 2/5± mile West of Yeend Street) from R-2, Two-Family Residential District, and I-2, Heavy Industrial District, to I-2, Heavy Industrial District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-

12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-2, Heavy Industrial District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-2, Heavy Industrial District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of November, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 28th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1263 Baker Street** (South side of Baker Street, 2/5± mile West of Yeend Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE

TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-2, Heavy Industrial District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industrial District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Alabama State Port Authority (Casey Pipes, Agent)
1263 Baker Street
(South side of Baker Street, 2/5± mile West of Yeend Street)
Council District 3
C. J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 19, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 6, 2022 considered the request of **Alabama State Port Authority (Casey Pipes, Agent)** for a change in zoning from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District** for the property located at **1263 Baker Street** (South side of Baker Street, 2/5± mile West of Yeend Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

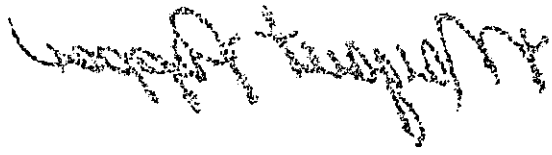
Copies of the application and reports are attached.

Sincerely,

Margaret Pappas

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments



Helmsing, Leach, Herlong, Newman & Rouse P.C.

062478

137772 $408.80 23615 SPH Mobile/

ZON-002207-2022
Alabama State Port Authority

000864 City of Mobile 10/18/2022 $408.80

Payee Name: City of Mobile

62478

HELMSING LEACH
ATTORNEYS AT LAW

150 Government Street
2000 La Clede Bldg.
P.O. Box 2767
Mobile, AL 36652

HANCOCK BANK
61-661
651

062478

10/18/2022 DATE

$408.80 AMOUNT

Four Hundred Eight and 80/100 Dollars

PAY TO THE ORDER OF

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Helmsing, Leach, Herlong, Newman & Rouse P.C. - Lawyers Firm Account

AUTHORIZED SIGNATURE

⑈062478⑈ ⑆065106619⑆ ?2098083 6⑈

HELMSING
LEACH
ATTORNEYS AT LAW

CASEY PIPES
jcp@helmsinglaw.com

October 18, 2022

VIA HAND DELIVERY
Build Mobile
Government Plaza Building
205 Government Street
Mobile, AL 36602

RE: ZON-002207-2022 Alabama State Port Authority

To whom it may concern:

Enclosed is our firm check in the amount of $408.80 which is the advertising fee for the above referenced zoning application.

Very truly yours,

CASEY PIPES

JCP/mcn
Enclosures

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Casey Pipes
Helmsing Leach Herlong Newman
150 Government Street
Unit 2000
Mobile, Alabama 36602

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 6, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,**
b) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The approval should be subject to the following conditions:

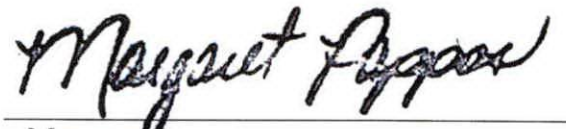
1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $408.80. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: 

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost)**

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Casey Pipes — Name

jcp@helmsinglaw.com — Email

P.O. Box 2767 Mobile AL 36652 — Full Address (Street, City, State, Zip)

251-432-5521 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Alabama State Port Authority — Name

_____ — Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

See attached — Property Address

See attached — Parcel Number

50.91 acres — Property Area (acres or square feet)

I-2 and B-2 — Present Zoning

I-2 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ■ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Applicant Signature _____ Date 9/6/22

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant Signature _____ Date 9/6/22

Application Submission
Contact Information

Name of Project: Port of Mobile Logistics Park Subdivision

Address: Baker Street (no address)

Owner: Alabama State Port Authority

Address: 250 Water Street, Suite 300 Mobile AL Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Casey Pipes

Address: P.O. Box 2767 Mobile AL Zip Code: 36652

Phone: 251-432-5521 Fax: 251-432-0633 Email: jcp@helmsinglaw.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Jacob Franklin, P.E. Kimley-Horn

Address: 11 N. Water Street, Suite 9290 Mobile AL Zip Code: 36602

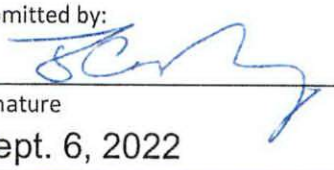
Phone: 251-316-2581 Fax: _____ Email: jacob.franklin@kimley-horn.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:



Signature

Casey Pipes
Print

Sept. 6, 2022
Date

Agent for Owner
Affiliation to project/Organization

August 8, 2022

Build Mobile
Government Plaza Building
PO Box 1827
Mobile, AL 36633

RE: Authorization Letter

To whom it may concern:

The Alabama State Port Authority is the owner of the property listed on Exhibit A.

We hereby authorize Casey Pipes to apply for land use and zoning applications, including subdivision, rezoning, voluntary use restrictions, and sidewalk waivers, for some or all of the parcels listed on Exhibit A.

Thank you for your attention to this matter.

ALABAMA STATE PORT AUTHORITY

By: DOUGLAS C. OTTO, JR.
Its: VICE PRESIDENT, ENGINEERING

Enclosure

EXHIBIT A

PID	KEYNUM
2911360002001XXX	966146
2911360009001XXX	974333
2911360002002XXX	966155
2911360002003XXX	966164
2911360002004XXX	966173
2911360002005XXX	966182
2911360002006XXX	966191
2911360001006XXX	966137
2911360002007XXX	966208
2911360002008XXX	966217
2911360002009XXX	966226
2911360002010XXX	966235
2911360002011XXX	966244
2911360002012XXX	966253
2911360002013XXX	966262
2911360002014XXX	966271
2911360002015XXX	1579296
2911360002016XXX	966280
2911360002017XXX	966299
2911360002018XXX	966306
2911360002019XXX	966315
2911360002020XXX	966324
2911360002021XXX	966333
2911360002022XXX	1469039
2911360002023XXX	966342
2911360002024XXX	966351
2911360002025XXX	966360
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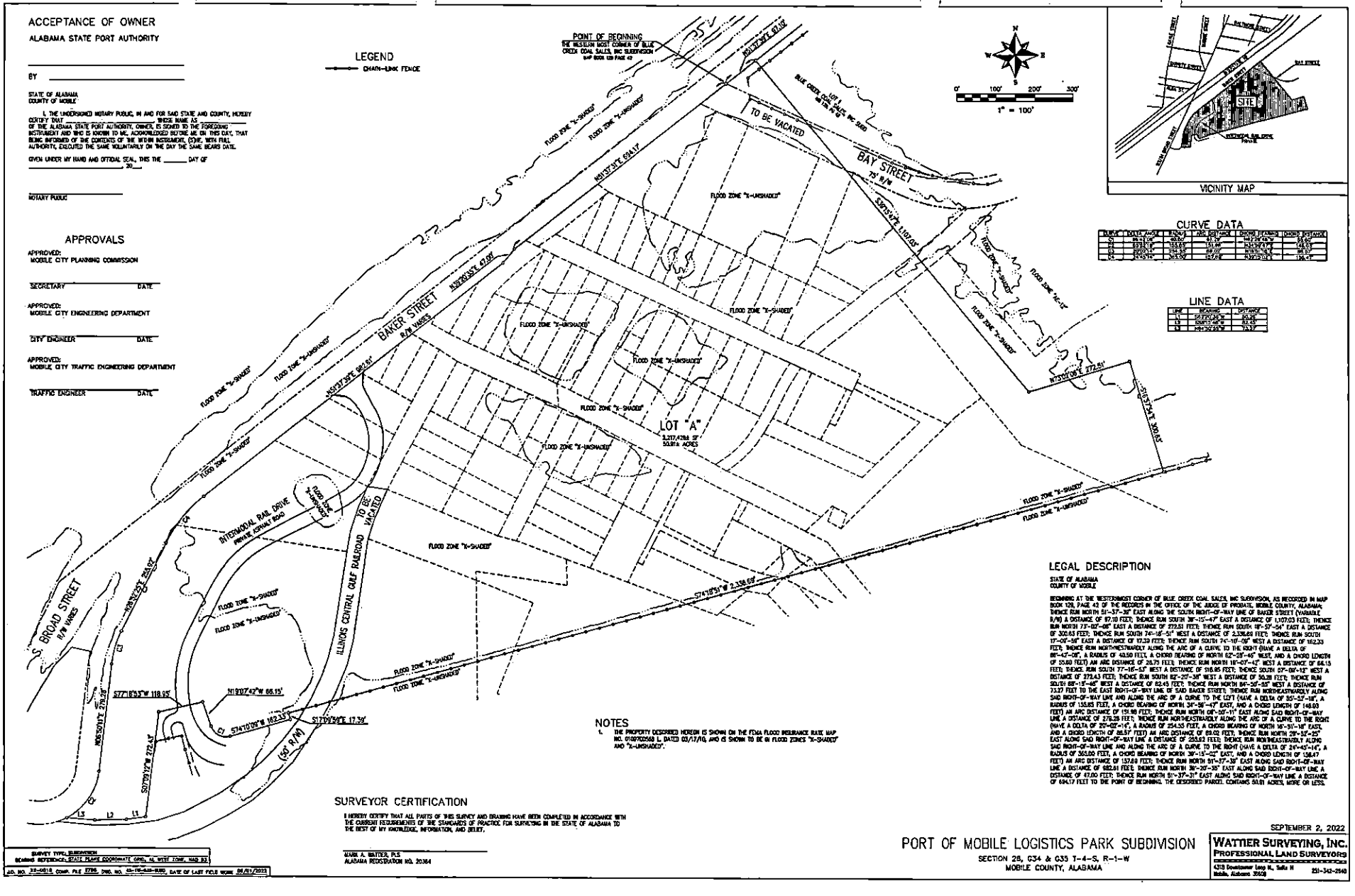
PORT OF MOBILE LOGISTICS PARK SUBDIVISION
LEGAL DESCRIPTION

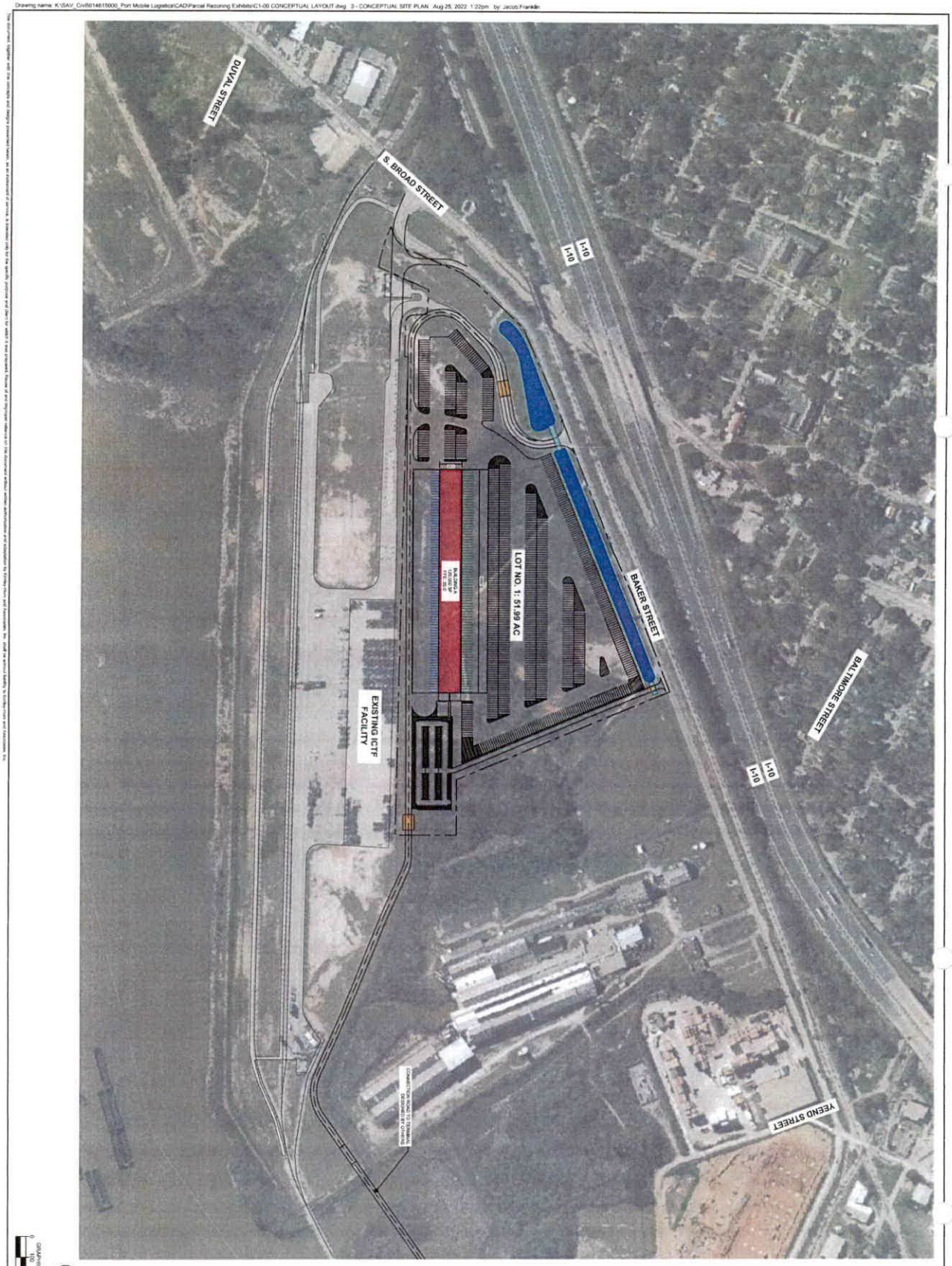
STATE OF ALABAMA
COUNTY OF MOBILE

BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45 FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

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ACCEPTANCE OF OWNER
ALABAMA STATE PORT AUTHORITY
BY
STATE OF ALABAMA
COUNTY OF MOBILE
I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT WHOSE NAME AS OF THE ALABAMA STATE PORT AUTHORITY, OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, (S)HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE ____ DAY OF ____, 20__
NOTARY PUBLIC
APPROVALS
APPROVED:
MOBILE CITY PLANNING COMMISSION
SECRETARY DATE
APPROVED:
MOBILE CITY ENGINEERING DEPARTMENT
CITY ENGINEER DATE
APPROVED:
MOBILE CITY TRAFFIC ENGINEERING DEPARTMENT
TRAFFIC ENGINEER DATE
LEGEND
CHAIN-LINK FENCE
POINT OF BEGINNING
THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION
MAP BOOK 128 PAGE 43
N51°37'39"E 87.10'
BLUE CREEK COAL SALES, INC SUBDIVISION
LOT 1
TO BE VACATED
BAY STREET
75' R/W
S39°57'54"E 1,107.03'
N51°37'39"E 694.17'
N39°57'54"W 1,107.03'
BAKER STREET
R/W VARIES
N39°57'54"W 1,107.03'
N51°37'39"E 694.17'
LOT "A"
2,217,428± SF
50.89± ACRES
N73°05'39"E 272.51'
S16°57'54"E 300.85'
INTERMODAL RAIL DRIVE
PRIVATE ASPHALT ROAD
ILLINOIS CENTRAL GULF RAILROAD
TO BE VACATED
S74°18'51"W 2,336.69'
S. BROAD STREET
R/W VARIES
N05°50'01"E 279.26'
S77°16'53"W 118.93'
N19°07'42"W 66.15'
S74°10'39"E 162.33'
S17°09'58"E 17.39'
(50' R/W)
S07°09'12"W 272.43'
L3
L2
L1
FLOOD ZONE "X-SHADED"
FLOOD ZONE "X-UNSHADED"
NOTES
1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0568 L DATED 03/17/10, AND IS SHOWN TO BE IN FLOOD ZONES "X-SHADED" AND "X-UNSHADED".
SURVEYOR CERTIFICATION
I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364
SURVEY TYPE: SUBDIVISION
BEARING REFERENCE: STATE PLANE COORDINATE GRID, AL WEST ZONE, NAD 83
JOB NO. 22-0818 COMP. FILE 2786 DWG. NO. 03-PM-SUB-BURD DATE OF LAST FIELD WORK 08/01/2022
N
S
E
W
0' 100' 200' 300'
1" = 100'
SITE
INTERMODAL RAIL DRIVE PRIVATE
VICINITY MAP
CURVE DATA
LINE DATA
LEGAL DESCRIPTION
STATE OF ALABAMA
COUNTY OF MOBILE
BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 128, PAGE 43 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 87.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.85 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-58" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-39" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 89°-42'-08", A RADIUS OF 43.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 35.80 FEET) AN ARC DISTANCE OF 26.70 FEET; THENCE RUN NORTH 16°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-16'-53" WEST A DISTANCE OF 118.85 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-27'-39" WEST A DISTANCE OF 50.28 FEET; THENCE RUN SOUTH 88°-15'-45" WEST A DISTANCE OF 82.45 FEET; THENCE RUN NORTH 84°-58'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-57'-18", A RADIUS OF 153.85 FEET, A CHORD BEARING OF NORTH 24°-58'-47" EAST, AND A CHORD LENGTH OF 148.93 FEET) AN ARC DISTANCE OF 151.80 FEET; THENCE RUN NORTH 08°-00'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 278.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-16", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57 FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 28°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 225.52 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 682.61 FEET; THENCE RUN NORTH 38°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.89 ACRES, MORE OR LESS.
SEPTEMBER 2, 2022
PORT OF MOBILE LOGISTICS PARK SUBDIVISION
SECTION 28, 634 & 635 T-4-S, R-1-W
MOBILE COUNTY, ALABAMA
WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4313 Downtower Loop N., Suite H
Mobile, Alabama 36609
251-342-2540



SHEET NUMBER 3	TITLE: CONCEPTUAL SITE PLAN	PROJECT: PORT OF MOBILE LOGISTICS PARK, MOBILE, AL 36603	No.	ISSUANCE AND REVISION DESCRIPTIONS	DATE / BY

PREPARED FOR: PortCity, SPH MOBILE, LLC, 3818 GA-21, PORT WENTWORTH, GA 31407, PHONE: 912.298.7150

PREPARED BY: Kimley»Horn, © 2022 KIMLEY-HORN AND ASSOCIATES, INC., 11 NORTH WATER STREET, SUITE 9290, MOBILE, AL 36602, PHONE (251) 263-8345, WWW.KIMLEY-HORN.COM

Alabama State Port Authority
250 Water Street, Ste. 300
Mobile, AL 36602

Casey Pipes
P.O. Box 2767
Mobile AL 36652

Vasilios Simpsiridis
1167 South Broad Street
Mobile, AL 36603-1039

CPI Properties
1159 South Broad Street
Mobile, AL 36603-1039

Lamar Advertising of Alabama
P.O. Box 66338
Baton Rouge, LA 70896-6338

Janice E. Chaney
857 McQuillen Street
Mobile, AL 36603-1043

State of Alabama
Suite E-205
600 Dexter Avenue
Montgomery, AL 36130

Broad Street Food Mart, Inc.
1167 South Broad Street
Mobile, AL 36603-1039

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: October 6, 2022**

NAME	Alabama State Port Authority (Casey Pipes, Agent)
SUBDIVISION NAME	Port of Mobile Logistics Park Subdivision
LOCATION	1263 Baker Street (South side of Baker Street, 1/5 mile± West of Yeend Street).
CITY COUNCIL DISTRICT	District 3
PRESENT ZONING	R-2, Two Family Residential District, and I-2, Heavy Industry District
PROPOSED ZONING	I-2, Heavy Industry District
AREA OF PROPERTY	1 Lot / 50.9± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record; and Rezoning from R-2, Two Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Immediate

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. The proposed boundary appears to take in part of Lot 1 of Blue Creek Coal Sales, Inc. subdivision.
C. Label all of the adjacent existing parcels.
D. Provide and label the monument set or found at each subdivision corner.
E. What is the line type shown for the south property line (2,336.69' long)? Are these all set monuments or is it chain link fence?
F. Show and label the existing ROW along the opposite side of Baker Street.
G. Provide the recording data for the two (2) areas labeled as 'TO BE VACATED".
H. Review and revise the written legal description or boundary label for C1.
I. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
J. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
K. Show and label all flood zones. New maps went into effect on June 5, 2020.
L. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE is 12'.
M. Show and label each and every Right-Of-Way and easement.
N. The proposed subdivision receives drainage from a public street and will require a PUBLIC (Dedicated to the City of Mobile) drainage easement; the width and alignment of the easement shall be coordinated with, and approved by, the City Engineer prior to submitting the Plat for signatures.
O. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
P. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
Q. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
R. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
T. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has not been submitted or reviewed by Traffic Engineering. Potential access changes to the existing ICTF Facility as illustrated in the conceptual site plan have not been fully vetted as it appears to shift the public roadway of Baker Street of the public right-of-way. [preceding need not be part of subdivision note] Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from multiple legal lots of record, multiple metes-and bounds parcels, and vacated public rights-of-way, and Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industry District.

The site has been given a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

The applicant submitted the following concerning the Rezoning:

PROJECT DESCRIPTION.

The Alabama State Port Authority (the "Port") previously acquired multiple parcels of property so it could expand its facilities and aid in the movement of cargo and shipping containers into and out of the Container Port and the other Port facilities. The subject

property will be the site of a logistics park and distribution facility. This property is adjacent to the existing Intermodal Container Transfer Facility (ICTF). Rather than building this logistics and distribution facility itself (which would not require rezoning due to the Port's exemption from the City's zoning ordinances), the Port has decided to enter into a lease agreement with a private company to design, build, finance, operate and maintain (DBFOM) the facility for a term of years. After a public "Request for Qualifications" period, the Port selected Port City Logistics to be its tenant on this site. Casey Pipes, the applicant, is an attorney representing Port City Logistics.

The logistics park project will involve the construction of internal, private driveways, truck and trailer parking areas, and a building that will allow for cross-docking and trans-loading of cargo that is out-bound from the Port. A conceptual site plan is provided for general illustration purposes.

PLAN CONSISTENCY STATEMENT.

This application is 100% consistent with the City's Comprehensive Plan, the City's Future Land Use Plan, and the City's Future Land Use Map. The "Development Framework Map" for the Comprehensive Plan (page 33) identifies this property as being "Industrial". The Future Land Use Map calls for this property to be "Heavy Industry (HI)". The Future Land Use Plan's "matrix" states that the requested zoning district, Heavy Industry I-2, is "directly related" with the "Heavy Industry (HI)" Future Land Use Map district. Over half of this property is already zoned I-2, and the other part is B-2 from a subdivision that was discontinued years ago.

This application seeks to rezone the subject property to the exact zoning district classification that the City's plans all state is the most appropriate zoning classification for the property. Granting the application is consistent with all the City's plans. Denying the application is inconsistent with each of the City's plans.

ZONING STATEMENT

The subject property will be a mix of I-2 and R-2 following a resubdivision that will create one large lot from many smaller ones. The zoning change will cure the split zoning that will result.

The R-2 area is the site of the former Bayside Nurseries subdivision from 1895. The homes in this subdivision have all long since gone away. The City's streets in the platted subdivision were vacated by the City Council over ten years ago (see, e.g., Resolution 47-280 from July of 2012; Book 6919, Pages 767 et seq, Mobile Probate Records).

Even if R-2 had been appropriate at some point in the past, R-2 is manifestly erroneous for this property today due to a change in conditions. It is surrounded by heavy industrial uses on all sides, and it is located between I-10 and an active rail road track on the North, and more active rail road tracks and the ICTF facility on the South. To the extent this site was ever properly zoned R-2, there has been a substantial change in conditions which no longer make R-2 appropriate. This is a heavy industrial area, and it will remain that way.

Further, there is an increased need for heavy industrial sites in close proximity to the Container Port and the ICTF facility. This need is evidenced by the Port's acquisition of the subject property and its desire to create a logistics park on this site.

Rezoning this property to industrial will not have any adverse impact on the surrounding land uses or properties.

The subject site consists of lots of Bayside Nurseries Subdivision, various metes-and-bounds parcels, and vacated public streets. The Bayside Nurseries Subdivision was originally assigned the R-2 classification when in residential use, and the adjoining properties were assigned the I-2 classification. The subdivision properties were eventually acquired by the Alabama State Docks, and the dwellings were removed. Surrounding properties were also eventually acquired by the Alabama State Docks. The Alabama State Port Authority now proposes to have the site developed and operated by a private company (which would not be exempt from the Zoning Ordinance) as a logistics and distribution facility in support of the State's Intermodal Container Transfer Facility, thus the site must be made into one legal lot of record. A split zoning situation would then be created within the one lot, necessitating rezoning to the appropriate I-2 classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site fronts Baker Street and Bay Street, both minor streets. Baker Street is curbed and guttered and would require a 50-foot right-of-way. The preliminary plat indicates a varying right-of-way width along Baker Street. Therefore, if approved, the plat should be revised to indicate the current right-of-way width along Baker Street, and if less than 50 feet, dedication should be required to provide 25 feet from the centerline. A portion of Bay Street passes through the Northwest corner of the site and is indicated to be vacated. Therefore, if approved, the vacation of Bay Street should be completed prior to signing the Final Plat. The preliminary plat also indicates an Illinois Central Gulf Railroad right-of-way within the Southern portion of the site as to be vacated. This vacation should also be completed prior to signing the Final Plat, if approved.

The plat does not indicate a minimum building setback line along Baker Street. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along Baker Street, as measured from any required frontage dedication. The lot size is labeled on the preliminary plat in both square feet and acres, and this should be retained on the Final Plat, adjusted for any required dedication, or a table should be furnished on the Final Plat providing the same information.

As per the Traffic Engineering comments, driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail:

1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As the subject site is indicated as a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, the proposed use would be in keeping with that classification. Additionally, there have been changing conditions within this area which make a change in the Ordinance necessary and desirable based upon the removal of the homes and the development of the Intermodal Container Transfer Facility site adjoining to the South. Furthermore, the subdivision of land into one building site makes reclassification of the land necessary and desirable to eliminate split zoning within the one proposed lot.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) revision of the plat to indicate the current right-of-way width along Baker Street, and if less than 50 feet, dedication to provide 25 feet from the centerline;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along Baker Street, as measured from any required frontage dedication;
3) vacation of Bay Street prior to signing the Final Plat;
4) vacation of the Illinois Central Gulf Railroad right-of-way prior to signing the Final Plat;
5) retention of the lot size label in both square feet and acres, adjusted for any required street frontage dedication, or the furnishing of a table on the Final Plat providing the same information;
6) compliance with the Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. The proposed boundary appears to take in part of Lot 1 of Blue Creek Coal Sales, Inc. subdivision. C. Label all of the adjacent existing parcels. D. Provide and label the monument set or found at each subdivision corner. E. What is the line type shown for the south property line (2,336.69' long)? Are these all set monuments or is it chain link fence? F. Show and label the existing ROW along the opposite side of Baker Street. G. Provide the recording data for the two (2) areas labeled as 'TO BE VACATED". H, Review and revise the written legal description or boundary label for C1. I. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. J. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. K. Show and label all flood zones. New maps went into effect on June 5, 2020. L. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE is 12'. M. Show and label each and every Right-Of-Way and easement. N. The*

proposed subdivision receives drainage from a public street and will require a PUBLIC (Dedicated to the City of Mobile) drainage easement; the width and alignment of the easement shall be coordinated with, and approved by, the City Engineer prior to submitting the Plat for signatures. O. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. P. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. Q. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. R. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. T. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

7) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.)*;
8) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*;
9) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
10) completion of the Rezoning process prior signing the Final Plat.

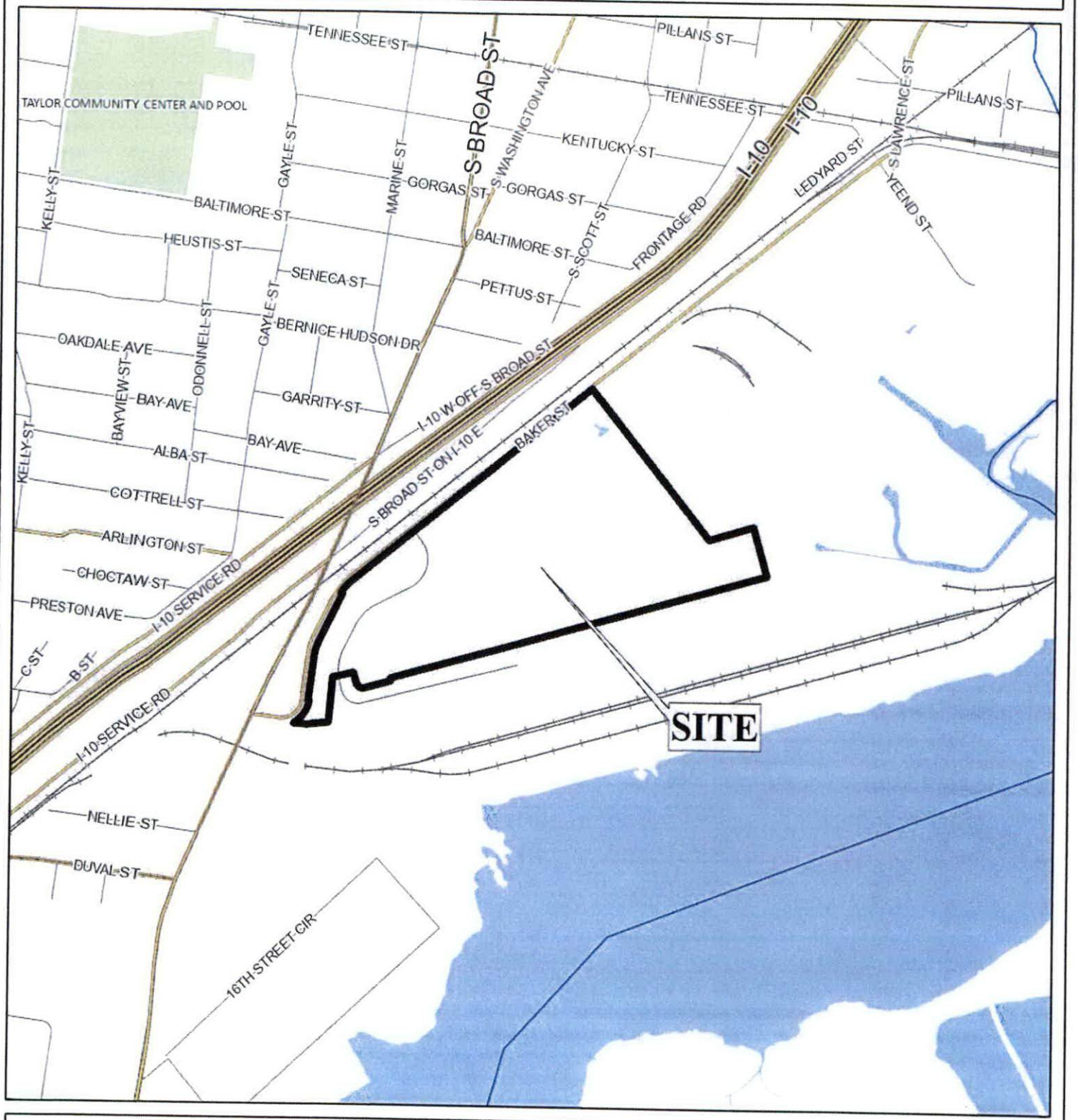
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,
b) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

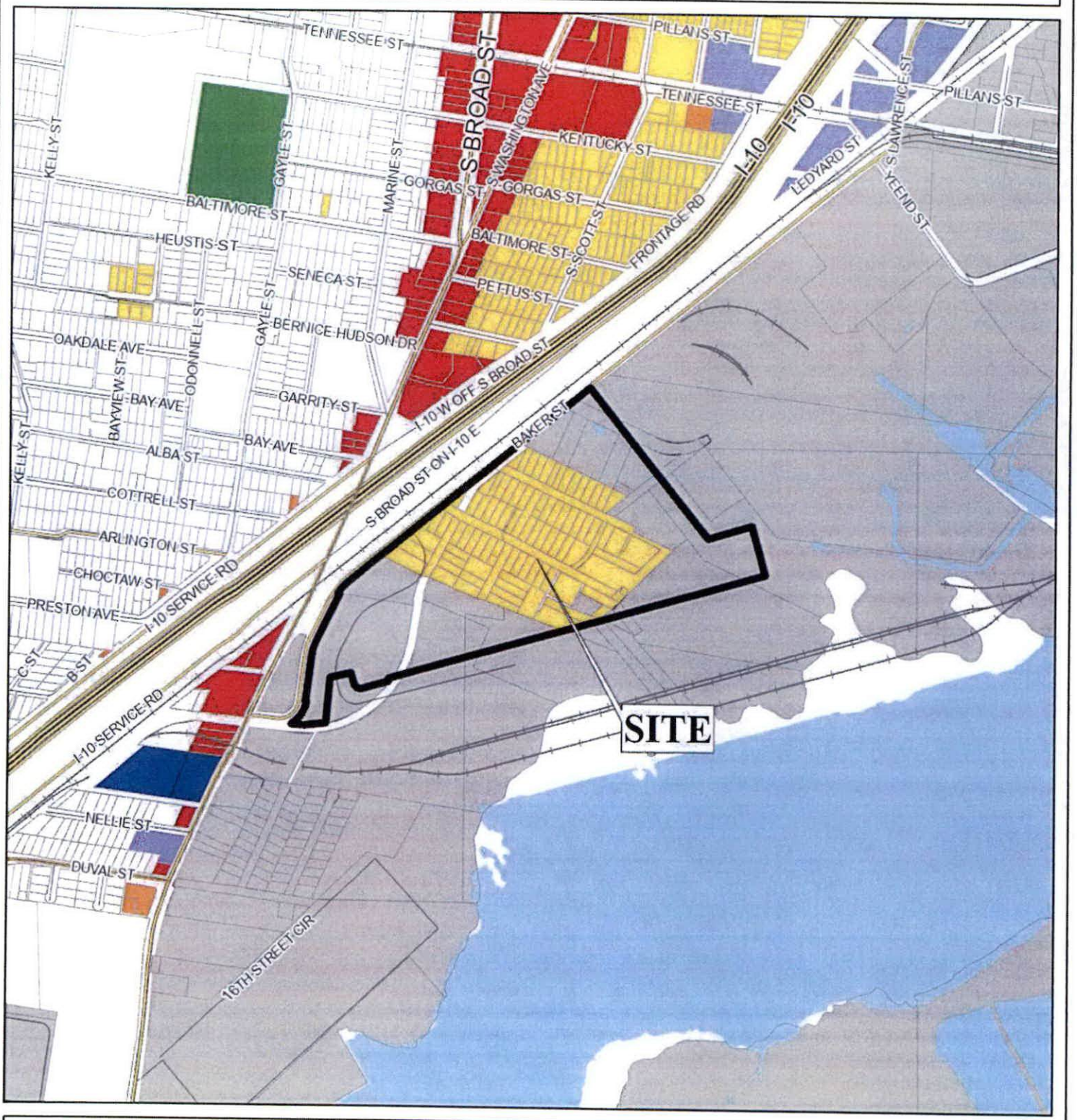
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 6, 2022

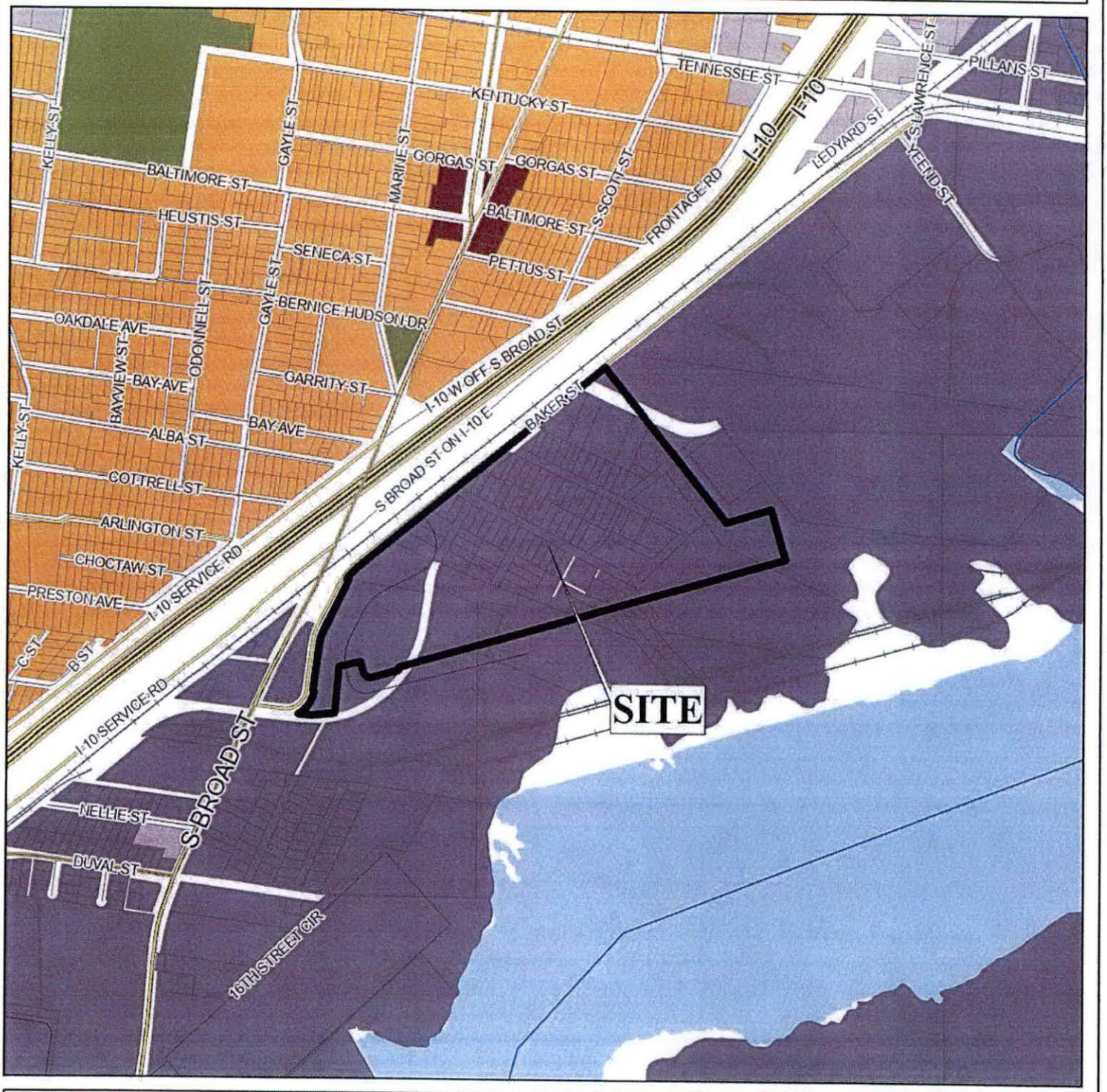
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

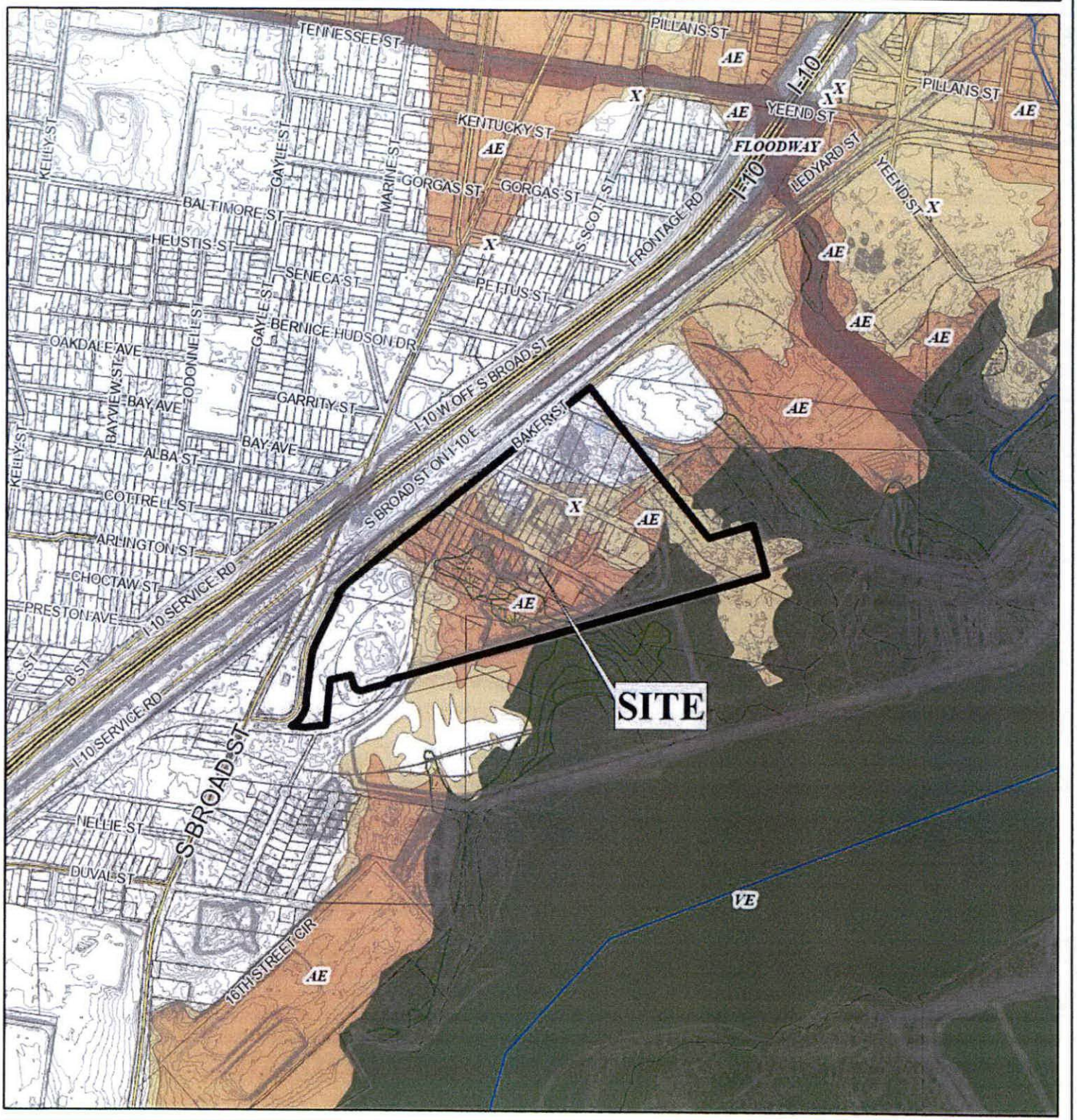
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

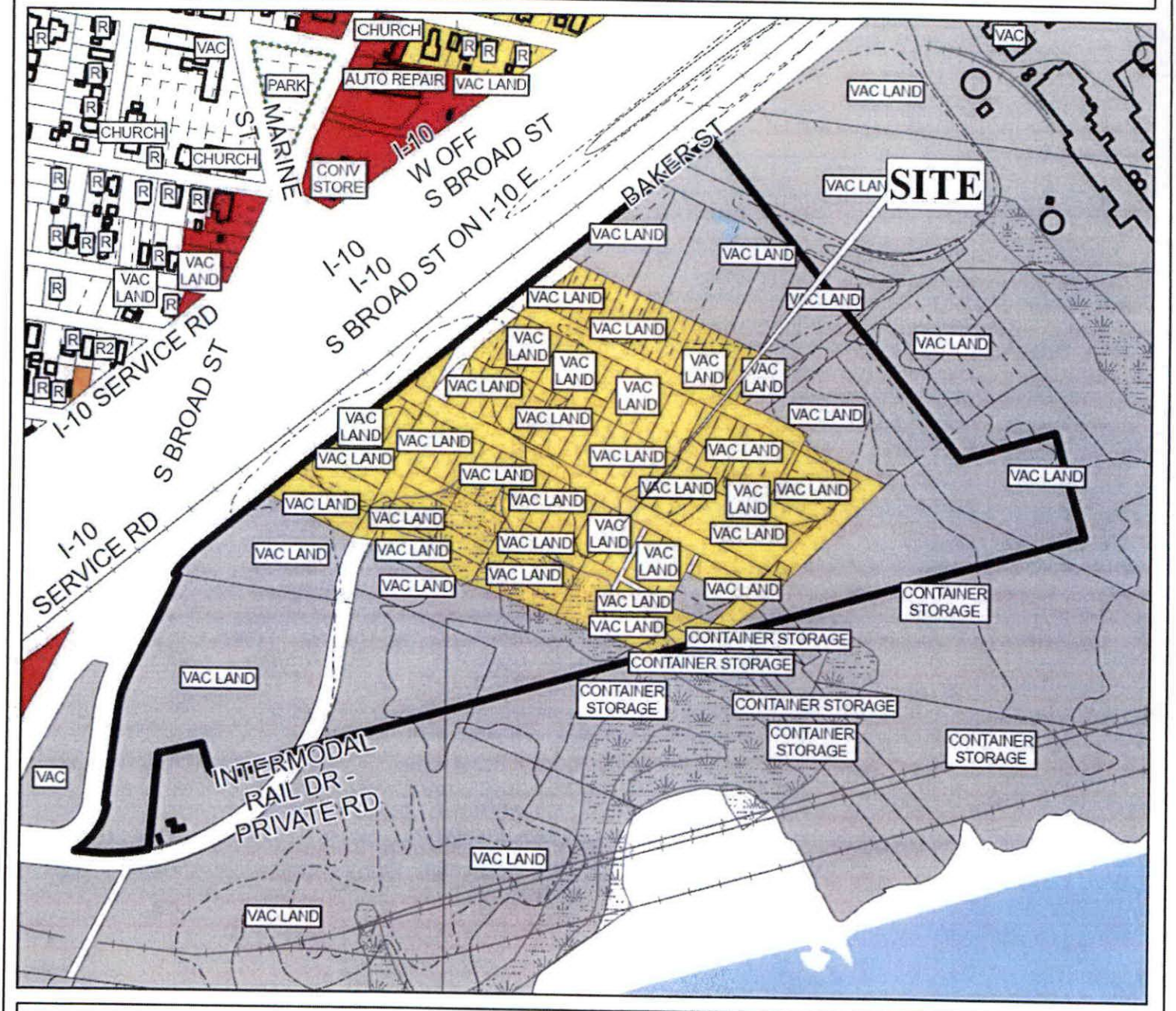
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by a container storage yard to the south. Residential units lie to the north of the site.

APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by vacant land.

APPLICATION NUMBER 7 DATE October 6, 2022

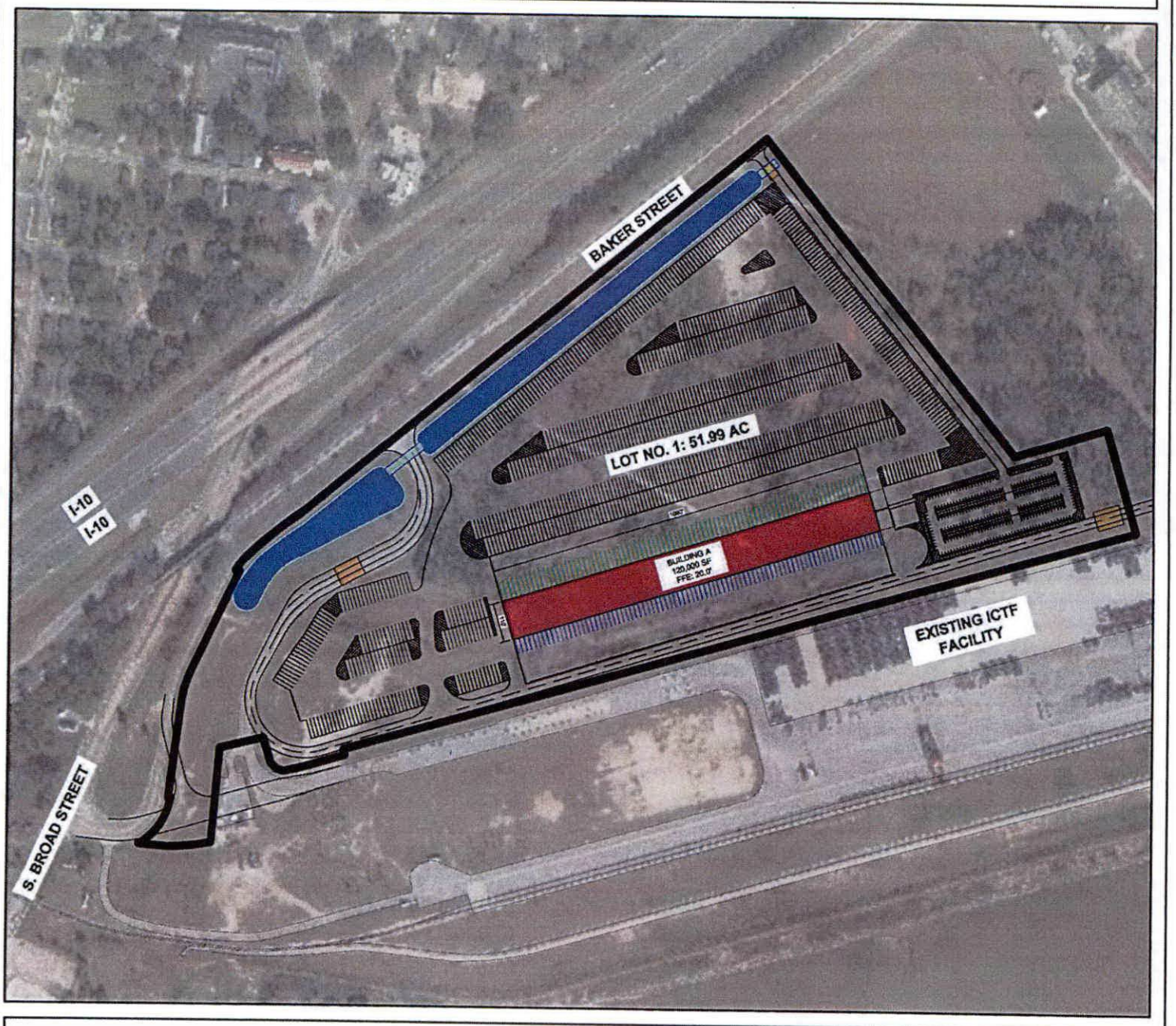
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

SITE PLAN



The site plan illustrates the proposed building, and parking.

APPLICATION NUMBER 7 DATE October 6, 2022

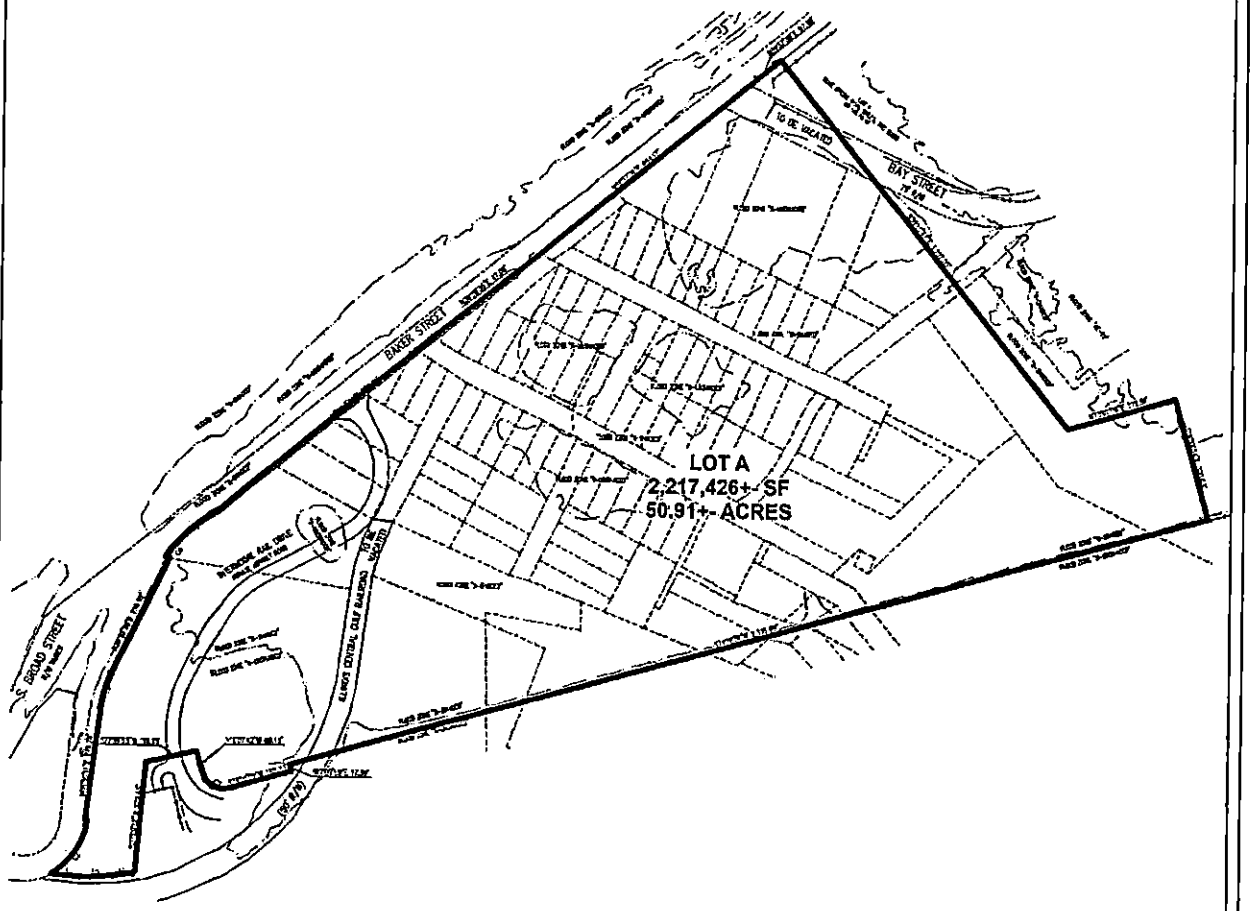
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning from R-2 and I-2 to I-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

No Attachments Available

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 10:16 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Huey	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 2:28 PM

CITY CLERK DEPARTMENT
2022 NOV 17 PM 1:38

ADDRESSING THE CITY COUNCIL

This form must be received in the City Clerk's Office by 2:00 p.m., on the Thursday **before** the next City Council meeting you would like to speak at. This form must be filled out to speak about a non-agenda item and your topic must concern City of Mobile business.

Please return this form to:

City Clerk's Office
205 Government Street
9th Floor, South Tower
Fax: (251) 208-7576
Email: cityclerk@cityofmobile.org

Your comments will be limited to three (3) minutes

Name: Zachary Huey Date: 11/17/22

Address: 516 Polo Trace Daphne AL 36526

Phone: 251-802-0813 Email: Zach@hueylawfirm.com

Date to Address City Council: 11/22/22

Subject (must complete): Darren Wesley "Ato" Hall Compassion Act and adoption of ordinance to allow dispensing site.

Specific Questions: N/A, Comments on scope, safety and security

Signature:

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Hill	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 2:14 PM

Gauthier, Lana

From: RJHILL II <rhills4tf@gmail.com>
Sent: Thursday, November 17, 2022 1:51 PM
To: Gauthier, Lana
Subject: 11/22 Agenda

CAUTION: External Email

Madam Asst. City Clerk,

Good afternoon! I hope this email finds you well. Thanks for the clarity on the Central Business District item. However, I still was unable to find any information online. Would you send the link to me, please? I would really appreciate it!

As well, this is a formal request to be added to next week's Agenda. I will present on the following:

* Allow time for verbal responses to be added to the record (I will allot 30 seconds. Any commentary beyond this time should be attributed to the available minute given to each District advocate (potentially 7 minutes)
* A Sponsorship request, in reference to Chapters 38 & 46 of the Mobile Municipal Code
* An itemized overview of the Resolution and Ordinance presented last week (ARP Funds/Surplus Spending)

Thank you for your attention to this matter. Don't hesitate to contact me if there are any questions or concerns. I look forward to our future communications. Have an awesome week!

Kindest Regards,

Reggie

Reginald J. Hill, II - M. Ed.
Founder/Executive Director (Chairman)
"Success 4 the Future"
P.O. Box 395
Mobile, AL 36601
www.s4tf.org
rhillss4tf@gmail.com
256.665.6748

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Chris Arledge, Council Attorney

Sponsored by:

Councilmember Carroll

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	9/8/2022
amended ordinance	Cover Memo	11/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	9/8/2022 - 1:32 PM

AN ORDINANCE TO DEFINE THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City's "Central Business District" as follows:

Sec. 1-10. – Central Business District.

(a) The "Central Business District" of the City of Mobile is hereby defined and established as follows:

That area bounded by Interstate 65 on the North and West, Interstate 10 on the South and East, the Mobile River on the East, and Alternate U.S. Highway 90/Bay Bridge Road and Interstate 165 on the North, but excluding any lands within said area not lying within the corporate limits of the City of Mobile.

(b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City's "Central Business District" as circumstances may require.

Miscellaneous.

(a) Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Adopted:

_____

City Clerk

01-043

AN ORDINANCE TO AMEND ORDINANCE 01-143 DEFINING THE CITY OF MOBILE "CENTRAL BUSINESS DISTRICT"

Sponsored by: Councilor Carroll

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF M0BILE, ALABAMA, that Chapter 1, Article 1 of the Mobile City Code, 1991, is hereby amended to add a new section defining the City's "Central Business District" as follows:

Sec. 1-10. – Central Business District.

(a) The "Central Business District" of the City of Mobile is hereby defined and established as follows:

The entire Corporate limits of the City of Mobile with the exception of its police and fire jurisdictions.

(b) The City Council may in its discretion from time to time re-define and re-determine the boundaries of the City's "Central Business District" as circumstances may require.

Miscellaneous.

(a) Any ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) This Ordinance shall take effect after its adoption and publication as required by law on the effective date of the Unified Development Code as provided therein in section 64-9-4 thereof.

Approved:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize amending Chapter 7

Amount of Contract:
n/a

Effective Date of Contract:
11/15/2022

Funding Source

Project # Ordinance to Amend Chapter 7 of the Mobile City Code

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	11/21/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/3/2022 - 3:30 PM
Legal	Kern, Chris	Approved	11/3/2022 - 3:42 PM
Mayors Office	Montgomery, Brandi	Approved	11/3/2022 - 3:54 PM

07-058 2022

AN ORDINANCE TO AMEND CHAPTER 7, ANIMALS AND FOWL OF THE MOBILE CITY CODE, AND TO AMEND THE CITY OF MOBILE SCHEDULE OF FINES

Sponsored by: William S. Stimpson

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA. AS FOLLOWS:

ARTICLE ONE: Amendment and Restatement of Chapter 7

Chapter 7, Animals and Fowl of the Mobile City code, 1991, is hereby amended and restated in its entirety to read as follows:

CHAPTER 7 – ANIMALS AND FOWL

ARTICLE I. – IN GENERAL

Sec. 7-1. – Definitions

For the purpose of this chapter, the words and phrases below have the following meanings:

Abandoned animal. Any animal for which the owner, keeper, person who is charged to keep an animal, person residing at the residence where an animal is kept, or any adult member of the household where an animal is kept or allowed to remain has ceased to support or look after the animal. Abandoned animal includes any animal that has been delivered or released to Animal Services, confiscated, found, or impounded by Animal Services from public places, private property or vacant houses and lands and for which an owner has failed to reclaim within five days of impoundment.

Animal. Any nonhuman, animate being which is endowed with the power of voluntary motion including, but not limited to, mammals, reptiles, and birds.

Animal Abuse. Any act, omission, use, or treatment of an animal, whether deliberate or unintentional, that causes suffering or harm including deliberate harm, misuse of the animal, or unintentional neglect. Includes excessive neglect or participation in events such as animal fights.

Animal Neglect. A form of abuse that does not immediately affect an animal. A longer-term and occasionally more painful method by which animals endure suffering. Failing to provide animals with proper amounts of food or water, shelter, sanitary conditions, or veterinary care. May be an unintentional or a deliberate act.

Animal Cruelty. Every act, omission, or neglect, including abandonment, where unnecessary pain or suffering, including abandonment is caused or where unnecessary pain or suffering is allowed to continue, including, but not limited to, keeping or abandoning an animal with no means of food, water, shelter, or necessary veterinary care.

Animal at large. A stray animal or animal which is off the property of its owner or person in charge and not carried by said person, kept in any effective enclosure or under control or restraint by such person by means of a leash in such a way as to prevent its free movement, and so as to prevent said animal from freely charging or attacking persons or animals.

Animal Control Officer. The director, assistant director, and enforcement officers assigned to the Mobile Animal Services.

Cat. Members of the domesticated feline family.

Corral. Any uncovered, enclosed parcel of land where large animals are kept.

Director. Director of the Mobile Animal Services.

Dog. Member of the domesticated canine family.

Domesticated animal. An animal which has been trained or has adapted to live with and be of use to humans.

Fowl. For the purpose of this chapter, the term means chickens, ducks, geese, tuckets, guineas, quail, pheasants and all other fowl kept as a pet or for ornamental purposes.

Hoarding. Keeping animals as pets in such sufficient numbers that they cannot be properly housed or cared for.

Impound and/or Reclaim fee(s). All Animal Services fees involved in the impoundment of an animal, including but not limited to, capture, transport, boarding, food, veterinary fees, vaccinations.

Keep. To confine, harbor or allow to remain.

License. A permit issue by the city required for keeping dogs within the city limits.

Livestock. Domesticated animals, such as cattle, horses, sheep, swine, mules and goats raised for home use or profit, especially on a farm.

Mobile Animal Services. The city department charged with implementing this chapter.

Nuisance. Anything which disturbs the use and enjoyment of one's property or endangers life, health, or safety, or is offensive.

Owner. Any person who can demonstrate ownership through means such as veterinary records, notarized bill of sale, and the like, any person in whose charge an animal is being kept, any adult (over age 19) members of the household where an animal is regularly kept or allowed to remain. Owner includes any person who cares for an animal or acts as its custodian or who keeps it, allows it food and/or refuge on or about any premises occupied by that person or who harbors it in any manner.

Person. Any individual, partnership, company, corporation, or other legal entity.

Pet. Any domesticated animal kept by a person as a companion or friend.

Pet store. Any retail establishment open to the public that sells or transfers or offers for sale or transfer, pets. The term excludes the City of Mobile Animal Services, the Mobile County Animal Services, and a not-for-profit 501(c)(3) animal welfare organization.

Pet trader. Any person who sells, barters, or exchanges for consideration a dog, puppy, or pet. The term excludes the City of Mobile Animal Services, the Mobile County Animal Services, and a not-for-profit 501(c)(3) animal welfare organization.

Poisonous or venomous animal. Any animal, reptile, or other nonhuman living thing which is capable or inflicting injury on humans or other animals by means of a poisonous or venomous injection.

Poultry. Domesticated Fowl (e.g., ducks, geese, turkeys, chickens, etc.)

Property. Something to which a person or business has a legal title.

Shelter (out of doors). A place of protection from danger, for example, bad weather.

Songbird. Any bird having a musical call.

Stable. Structure for housing livestock.

Stray. An animal with no known owner and no identification.

Under control. When off premises of the owner or person in charge, to be under control or restraint, an animal must be carried by such person, caged, or kept in the immediate presence of such person and under the person's voice command control.

Vicious or dangerous animal.

i. Any animal with a known propensity, tendency, or disposition to attack unprovoked, to cause injury to, or otherwise threaten the safety of human beings or domesticated animals. Under this definition, the term "known" includes, but is not limited to, the owner's knowledge.
ii. Any animal which, because of its size, physical nature or vicious propensity is capable of inflicting serious physical harm or death to humans and which constitutes a danger to human life or property if not kept in the manner required by this chapter.

Wild animal. An undomesticated animal.

Sec. 7-2. Creation of the Mobile Animal Services.

(A) There is hereby created within the Mobile Animal Services, a department of the city charged with administration and enforcement of this chapter.

(B) The Director of Animal Services shall be appointed by the mayor in the same manner as any department head of the city. The director shall be the supervisor over the Mobile Animal Services and over the employees assigned to Animal Services. The director shall have authority to coordinate with federal, state, and local animal rescue groups and adoption organizations to implement adoption programs, programs to stabilize and/or reduce feral cat populations, and Animal Services volunteer programs, to investigate animal complaints, to facilitate animal education programs and, implement any program to promote the city's interest in seeing that all animals are treated humanely.

(C) All enforcement officers assigned to Animal Services shall be known as Animal Control officers (ACOs).

(D) ACOs may have full police powers, provided that the ACO has completed the appropriate training, as required by law. Any provision of this chapter referring to the director shall also mean and include any authorized employee acting in the director's stead and under his or her supervision.

Sec. 7-3. Application in the police jurisdiction.

This chapter shall be enforced within the corporate limits, only, not in the city's police and fire

jurisdiction.

Sec. 7-4. City declared a bird sanctuary.

The entire area embraced within the corporate limits of the city shall be a bird sanctuary. It shall be unlawful for any person or pursue, injure, capture, kill or destroy a songbird of any kind within the city. This section shall be construed so as to apply to the director, ACO, or law enforcement officer when a nuisance exists or when there is a hazard to health or safety which, in the judgment or the officer, cannot be otherwise remedied.

Sec. 7-5. Disposition of fees.

All fees (but not fines) collected, as provided for in this chapter, shall be used to fund animal protection activities, or services and programs, performed by Animal Services.

ARTICLE II. – DUTIES OF ANIMAL OWNERS

Sec. 7-6. Rabies vaccination required for dogs, cats, and ferrets.

(A) An owner of a dog or cat, ferret, or other animal requiring rabies vaccination shall have the animal vaccinated for rabies when the anima has reached the age of three (3) months and annually or tri-annually thereafter at the owner's and veterinarian's discretion. Upon vaccination, the veterinarian shall be the owner a metal tag which may be attached to the animal. If the tag is not attached to the animal, the animal must be in the immediate control of the owner who shall produce proof of vaccination.

(B) Rabies tags shall be serially numbered, bearing the year of the vaccine, and the owner shall also receive a certificate of inoculation bearing the same serial number and year.

(C) Owners shall present rabies certificates to Animal Services when registering the animal for the city's license.

(D) Quarantine required in instance of bite.

1. Whenever a human being or domesticated animal has been bitten by any dog or cat and the Mobile County Health Department so notifies Animal Services, the director shall give written notice to the owner that the animal must be placed in quarantine under the direct supervision of a licensed veterinarian for a period of ten (10) consecutive days after the date of the bite for the purpose of determining whether the animal is infected by rabies. The owner shall quarantine the animal within twenty-four (24) hours of receipt of notice. Any animal not quarantined in compliance with this Chapter shall be subject to

impoundment.
2. All quarantine costs shall be at the owner's expense.
3. When, after a reasonable investigation, the director determines that the animal is unowned, the animal shall be either quarantined by Animal Services, or it may be humanely destroyed and submitted for rabies examination to the state department of public health.
4. Any owner may relinquish, in writing, the ownership of an animal to the director for the purpose of humanely destroying the animal to enable immediate testing to be performed on the animal by the department of health.
5. It shall be unlawful for the owner of an animal to refuse to comply with the lawful order of the director given to enforce this section. It shall be unlawful for any owner to sell, give away, transfer to another location or otherwise dispose of any animal in quarantine until it is released from quarantine by a qualified veterinarian or other office duly authorized under state law.

(E) In the event a rabies tag provided for in section 7-6(A) is lost, a new tag and certificate may be issued by the veterinarian who issued the original tag. The new certificate shall be marked "duplicate" and shall include the new tag number.

Sec. 7-7. City licenses required for all dogs.

(A) The owner of a dog more than three (3) months old shall purchase from Animal Services either a one-year city license if the dog is vaccinated for rabies annually or a three-year city license if the dog is vaccinated triennially.

(B) At the time of registration, the owner must provide proof of rabies inoculation.

(C) The license shall be in the form of a metal tag, the shape and color of which shall change yearly.

(D) A city license shall not be required from owners who are non-residents, temporarily within the city for a period not exceeding thirty (30) days. A city license is not required for any microchipped and registered dog.

(E) The owner shall keep the license tag affixed to the animal unless the animal is under restraint, on its own premises, or the owner is in the presence of the animal and shall produce proof of city licensure.

(F) It shall be unlawful for any person to put a license tag upon an animal for which the tag was not issued or to disfigure the words or figures upon a license tag.

(G) Lost tags may be replaced with duplicates, upon application to Animal Services and payment

of the posted fee.

Sec. 7-8. Shelter and care of animals.

(A) It shall be unlawful for any owner to fail to provide food, water, shelter, sanitary environment or veterinary care for illness or injury, for an animal. Owners of domesticated animals must provide food and water that is adequate for the size and type animal(s) to keep said animal(s) in good health. Animals must be given adequate room to exercise. Animals must be given veterinary care when needed to prevent parasites, disease, suffering, and to keep said animals in good health.

(B) It should be unlawful for any owner to keep or maintain animals indoors or in an outdoor pen or enclosure, in such an unsanitary condition that the lives and health of the animals, or the lives and health of the public or owner, or the lives and health of other animals, shall be endangered.

(C) Shelters for animals who live out-of-doors shall be at least a three-sided, roofed, adequately drained, well-ventilated, moisture-proof structure, of suitable size to accommodate the animal, that protects from the elements of weather, wind, water, heat, cold and shall be cleaned periodically to remove excreta and other waste materials so as to minimize disease and odor.

(D) Any animal(s) that is being abused or neglected can be impounded by the animal control officer at the expense of the animal's owner until conditions responsible for said treatment are corrected.

Sec. 7-9. Animals trained to fight.

It shall be unlawful for any person to own, possess, keep or train any animal with the intent that such animal shall engage in an exhibition of fighting with another animal or human. It shall be unlawful to cause any animal to fight another animal or human, or to knowingly be present as a spectator or participant at any place where an exhibition of fighting animals is taking place, or to knowingly wager anything of value on the outcome of such a fight.

Sec. 7-10. Duty to restrain animals.

It shall be the duty of every owner, keeper, or person in charge to keep his or her animals on a leash or other effective restraint whether or not the animal is upon or away from the owner's premises.

Sec. 7-11. Duty to confine animals in heat.

It shall be the duty of every owner to keep his or her animal who is in heat confined to the owner's premises.

Sec. 7-12. Sheltering of stray, confined, impounded, or abandoned animals.

(A) Any person finding a stray animal within the city limits may deliver such animal to Animal Services for confinement. The animal shall be cared for by Animal Services, or at a location authorized or designated by Animal Services, for not less than five (5) working days. If the animal is not claimed by its rightful owner, Animal Services may place the animal for adoption or shall transport the animal to an adoption agency, or otherwise dispose of the animal as provided for in this chapter.

(B) Animals claimed within the five-day period shall be returned to the rightful owner, after the owner has provided proof of rabies inoculation (if required) and paid all required fees and fines.

(C) Animals not claimed with the five-day period shall become the property of Animal Services.

(D) Any animal sheltered/impounded by Mobile Animal Services where the owner is known to Animal Services to be incapacity, such as incarceration or hospitalization, shall be held for ten (10) days before being deemed abandoned.

(E) Any stray, confined, impounded, or abandoned animal, not reclaimed within five days, or under conditions of Sec. 7-12. (D) then ten days, shall become the property of the Mobile Animal Services to be disposed as provided for in this Chapter, including through adoption, euthanasia or other current or future provisions of this Code.

Sec. 7-13. Duty to remove deposited feces.

(A) It shall be unlawful for the owner, keeper or person having control of any animal to fail to immediately remove and dispose of in a sanitary manner any solid waste deposited by such animal upon any sidewalk, public park, alley, other place open to the public, or from private property before the owner leaves the immediate area where the solid waste was deposited.

(B) It shall be unlawful for the owner, keeper or person having control of any animal to fail to have in his/her possession the equipment necessary to remove his/her animal's solid waste when accompanied by said animal on any sidewalk, public park, alley or other place open to the public.

Sec. 7-14. Keeping domesticated fowl.

(A) It shall be unlawful for any person to keep or maintain domestic fowl within the city without a permit from the director. No permit will be issued authorizing the keeping of any rooster within a residentially zoned area other than an area zoned as a residential-agricultural (R-A) district.

(B) Domesticated fowl must be kept in an appropriate house, coop, ark, or yard which much meet requirements as set by the director.

(C) It shall be unlawful for any person to keep any rooster within a residentially zoned area other than an area zoned as a residential-agricultural (R-A) district.

Sec. 7-15. Corrals, pens, and stables, generally.

Livestock may be maintained in any area of the city zoned for such use. Owners shall provide suitable protective shelter for livestock, as follows:

(A) Minimum area for livestock: The minimum space required for a corral or stable is twelve thousand (12,000) square feet for one (1) animal and an additional ten thousand (10,000) square feet for each additional animal. Animals must have free and unrestricted access to every portion of this space.

(B) Distance of pens, corrals, stables, enclosure from dwellings. No pen, corral, stables, or enclosures for animals shall be located within one hundred fifty (150) feet of a dwelling owned or occupied by a person other than the animal's owner.

(C) Every stable, corral, or lot where livestock are kept shall be thoroughly cleaned. All such structures shall have sufficient light, ventilation, and drainage.

(D) Poultry are exempt from this section. See, instead section 7-14.

Sec. 7-16. Construction of stables.

All buildings used for stabling horses, mules or cows require a building permit from the city and must be constructed in compliance with Chapter 11 of the City Code.

Sec. 7-17. Animals, reptiles, serpents that are wild, or venomous, or poisonous or potentially dangerous or vicious shall be under restraint.

(A) Owners shall securely confine wild or poisonous or potentially dangerous or vicious animals, reptiles, and serpents (referred to collectively herein, for the sake of convenience, as

"animals") in their care to prevent such animal from biting, injuring, or attacking a person or other animal.

1. "Securely confined" means that, while on the owner's property, a dangerous animal is securely confined indoors or in a securely enclosed and locked pen or structure, suitable to prevent the entry of young children and designed to prevent the animal from escaping. Such pen or structure shall have secure sides and a secure top to prevent the animal from escaping over, under, or through the structure, and shall also provide protection from the elements. The pen or structure shall allow the animal to make normal postural movements and to move around and shall also comply with the minimum standards for sanitation provided in this chapter.

2. Animals who are wild or poisonous or potentially dangerous or vicious, if transported off the premises of the owner shall be caged or leashed and muzzled to prevent the animal from attacking or causing injury to a person or other animal.

3. It shall be unlawful to possess, without an appropriate permit, any wildlife regulated by the Alabama Department of Conservation and Natural Resources (ADCNR) for which the ADCNR requires, and issues, permits.

4. It shall be unlawful for any person or entity to possess, sell, offer for sale, import, brine, release, or cause to be brought or imported into the City of Mobile, any species of venomous reptile which has never naturally existed in the wild in Alabama, or any bird, mammal, reptile, or amphibian listed as injurious wildlife under the Lacey Act, (18 U.S.C. 42).

Sec. 7.18. Disposal of dead animals.

All dead animals must be properly disposed of within twenty-four (24) hours after the death. No animal may be dumped on private or property.

ARTICLE III. UNLAWFUL CONDUCT AND CODE ENFORCEMENT

Sec. 7-19. Abandonment of animals within the city.

(A) It shall be unlawful for any person to knowingly abandon or aid another in knowingly abandoning any animal within the city.

(B) If an owner or person in charge wishes to deliver an animal to Animal Services for adoption, the owner may do so, provided that the owner or person in charge signs a release and pays the

posted fee, and if Animal Services has space available to properly care for the animal.

Sec. 7.20. Application of the city's zoning code.

It shall be unlawful for any person to keep any animal or fowl in an area of the city not zoned for that animal or fowl. Any animal kept in an area not zoned for such animal is subject to impoundment.

Please see chapter 64 of this Code for zoning regulations.

Sec. 7.21. Public nuisances.

It shall be unlawful for any person to fail to exercise the necessary care and control to prevent an animal in his or her possession or care from creating a public nuisance. For purposes of this section, an animal is a public nuisance if the animal:

1. Habitually makes disturbing noises including, but not limited to crowing, barking, yelping, whining, or other utterances, causing unreasonable annoyance or discomfort to others in close proximity to the premises where the animal is kept;
2. Creates unsanitary conditions or offensive and objectionable odors in enclosures or surroundings and, thereby creates unreasonable annoyance or discomfort to persons in the close proximity to where the animal is kept; or
3. Damages property belonging to anyone other than its owner, including damage to flowers, gardens, and shrubs.

Sec. 7-22. Hoarding.

It shall be unlawful for any person to keep animals as pets in such sufficient numbers that they cannot be properly housed or cared for. Any person convicted of this offense shall be subject to confiscation of the animals in addition to other criminal penalties.

Sec. 7-23. Animals at large; tethering.

(A) It shall be unlawful for any person to allow any animal in his control or possession to go, stray or wander upon the public right-of-way or property of another person. An animal is running at large if it is not under control of the owner and is not:

1. Confined by an electronic collar system or within a fence, electronic fence system, wall, or other enclosure in such a manner so as to effectively prevent the animal from traveling onto the public right-of-way or property of another person;
2. On a single animal trolley or pulley system on a cable run that is fixed in a manner allowing

smooth freedom of movement of the animal without becoming tangled, wrapped around an object or shortened, and;

a. Is at least twelve (12) feet in length and mounted between four (4) and seven (7) feet off the ground, allowing access to a reasonable exercise area, but does not allow the animal access to the public right-of-way or property of another person;
b. Allows the animal access to water and shelter;
c. Is an appropriate strength and weight given the size of the animal and is affixed to the animal by a proper fitting nylon or leather harness or collar, all as determined by an animal control officer, with swivel attachment; choke, pinch and prong collars are prohibited for this purpose.

(B) Notwithstanding the foregoing, it shall be unlawful for any person to place or keep an animal less than six (6) months of age on a trolley or pulley system as described in subsection (a)(2), above, and it shall be unlawful for any person to place or keep any animal on such trolley or pulley system during National Weather Service winter storm warnings, tornado warnings, flood warnings, excessive heat warnings, tropical storm warnings, or while the temperature is below thirty-two (32) degrees Fahrenheit.

(C) Subsection (A) above, shall not apply to an animal that is:

1. On a leash, not more than ten (10) feet in length, secured by a harness or collar, or by an electronic collar system controlled by a person that ensures the animal stays within ten (10) feet of such person, while being walked or exercised by a person.
2. At a designated animal or dog park or in attendance at any legal event in which the animal is in permitted attendee or participant;
3. Actively shepherding or herding cattle or livestock or assisting in cultivating agricultural products;
4. Under the care of a veterinarian or groomer;
5. Being utilized or trained in a law enforcement or public safety capacity;
6. Being legally used for hunting.

(D) It shall be unlawful for any person to allow any animal in his control or possession to be tied, tethered or chained to a doghouse, tree, post, stake, barrel or other stationary object unless its owner is physically present at the premises where the animal is being kept.

Sec. 7-24. Animals, reptiles, or serpents known to be dangerous or vicious.

(A) The director shall have the authority, at the director's sole discretion, to impound any animal, reptile or serpent (referred to collectively herein, for the sake of convenience, as "animals") whose owner is criminally charged because the animal is alleged to have bitten, charged or caused other bodily injury to any human or other animal, pending final resolution of those criminal charges.

(B) The director shall have the authority, at the director's sole discretion, to impound any animal which, without provocation, attacks or bites or has attacked or bitten a human being or domestic animal.

(C) The owner shall be responsible for all costs related to the impounding of an animal under this provision, regardless of the outcome of the criminal matter.

(D) If the animal impounded under this provision is deemed by a court of proper jurisdiction to be a continuing danger to the owner, member of the public or any animal, the director shall humanely dispose of the animal.

Sec. 7-25. Abuse, Neglect or Cruelty.

(A) Adoption of state law. Any person or corporation committing the offense of cruelty to animals within the corporate limits of the city which is declared by law or laws of the state now existing (see Ala. Code §13A-11-14 and §13A-11-241 (1974)) or hereinafter enacted to be a misdemeanor offense of cruelty to an animal shall be guilty of an offense against the city.

(B) The Director of the Mobile Animal Services shall serve as agent of the city to protect dogs and cats from cruelty and to prevent such cruelty, pursuant to Ala. Code § 13A-11-242 (1975).

(C) The Director of the Mobile Animal Services shall serve as agent of the city to protect all animals from abuse, neglect, or cruelty and to prevent such abuse, neglect, or cruelty.

(D) The Director shall have the authority to impound any animal found suffering from abuse, neglect, or cruelty. If the Owner has corrected a neglect violation, the Owner may reclaim the animal upon payment of all impoundment costs, including, but not limited to, transport, boarding, veterinary fees, vaccinations, and any other necessary Animal Services expenses. Owners charged with neglect and/or cruelty shall not be allowed to reclaim an animal until so ordered by the court. Neglected animals not reclaimed within five days of impound, including any partial day(s), shall be considered abandoned animals. Animals not reclaimed by Owners charged with neglect and/or cruelty, within five days of a court order allowing the animal to be reclaimed shall be considered an abandoned animal.

(E) It shall be unlawful to leave or confine an animal in any unattended motor vehicle under conditions that endanger the health or well-being of an animal due to heat, cold, lack of adequate ventilation, or lack of food or water, or other circumstances that could reasonably be expected to cause suffering, disability, or death to the animal.

(F) A police officer, or an animal control officer shall be authorized to remove an animal from a motor vehicle if the animal’s safety appears to be in immediate danger from heat, cold, lack

of adequate ventilation, lack of food or water, or other circumstance that could reasonably be expected to cause injury, disability, or death to the animal. In said circumstances, an officer is authorized to take all steps that are reasonably necessary for the removal on an animal form a motor vehicle, including but not limited to, breaking into the motor vehicle, after a reasonable effort to locate the owner or other person responsible. In no event shall any officer cause damage to a motor vehicle unless (a) there is no other reasonable means of entry, and (b) an animal is in immediate danger of injury or death.

(G) A police officer, or animal control officer who removed an animal from a motor vehicle shall take it to Animal Services or other place of safekeeping or, if the officer deems necessary, to a veterinary hospital for treatment.

(H) A police officer or animal control officer who removed an animal from a motor vehicle shall, in a secure and conspicuous location, on or within the motor vehicle, leave written notice bearing reclaim procedures for the impounded animal.

(I) Neither the municipality, nor any employee or agent of the municipality, acting in good faith, shall be liable for any actions taken under this section. As provided in the Code of Alabama 1975, § 13A-11-243; Powers if agents, officers; liability.

Sec. 7-26. Certain sales regulated.

(A) No dog(s) shall be offered for sale, gift or other transfer of ownership on or from any public street, roadway, right-of-way, sidewalk or park.

(B) No dog(s) shall be offered for sale, gift or other transfer of ownership at or from any pet store or swap meet, or by any pet trader, unless the seller provides the buyer, at the time of sale, with the following:
1. A signed original State of Alabama Small Animal Health Certificate;
2. A negative fecal examination report from a licensed, accredited veterinarian which is dated no more than ten (10) days before the date of sale; and,
3. A microchip registration form.

(C) No dog(s) shall be offered for sale, gift or other transfer of ownership at or from any pet store or swap meet, or by any pet trader, until the animal has reached the age of nine (9) weeks, as established by information included in the State of Alabama Small Animal Health Certificate.

(D) All dogs offered for sale, gift or other transfer of ownership at or from any pet store or swap meet, or by any pet trader, must be implanted with an identifying microchip. The microchip number must be provided on the microchip registration form provided to the purchaser or transferee at the time of sale.

(E) No vendor shall offer a dog(s) for sale or gift or other transfer of ownership at or from any pet store or swap meet, unless there is conspicuously displayed at each vendor location a sign which reads as follows:

ATTENTION

No dog shall be sold or given away unless the dog is at least

9 WEEKS OLD

AND

the buyer is provided with:

the original State of Alabama Small Animal Health Certificate

AND

a negative fecal examination report by a licensed veterinarian

AND

a document showing that the dog is micro-chipped

City of Mobile Code Section 7-26

(F) The print on said sign shall not be less than two (2) inches in height.

(G) For purpose of this section, a "swap meet" is defined as a place of commercial activity popularly known as a swap meet, flea market or park-and-swap, which is open to the general public and composed of enclosed, semi-enclosed or outdoor stalls, stands, or spaces rented or leased to persons on a temporary basis for the purpose of display and sale, barter or exchange of new or used merchandise.

(H) Exceptions. This section shall not prohibit the sale, gift, or other transfer of ownership of dogs at county fairs, animal exhibitions or shows, 4-H activities, and other activities or events that are regulated by other state or county agencies.

Sec. 7-27. Authority of "nonsworn" ACOs.

Animal control officers who are not sworn police officers shall have the authority to issue notices of violations and municipal offense tickets for any violation of chapter 7 for which is a set fine published in the city's municipal court magistrate's fine schedule.

Sec. 7-28. Authority of "sworn" ACOs.

Animal control officers who are sworn police officers shall have the authority to issue notices of violations and municipal offense tickets for any violation of chapter 7 for which a set fine is published in the city's municipal court magistrate's fine schedule and the additional authority to issue citations and warrants for violations of chapter 7 for which penalties must be assessed by a court of proper jurisdiction.

Sec. 7-29. Authority to impound.

(A) To promote the city's interest in seeing that all animals are treated humanely and to ensure the well-being of residents of the city, the director, any ACO, or city police officer is authorized to impound any animal if there is reasonable cause to believe any of the following (non-exclusive list) conditions exist:
1. The animal is the subject of an act of cruelty or neglect as prohibited by this chapter and state law;
2. The animal is running at large in violation of this chapter;
3. The animal is an abandoned animal within the meaning of this chapter;
4. The animal is the subject of an Animal Services investigation for viciousness;
5. The animal does not display a valid inoculation tag and the owner, if identified, does not produce proper inoculation documentation; or
6. The animal is housed or kept on, or in, any structure, building, pen or other real property, not owned by the animal owner, and without the permission of the real property owner or person or entity with a possessory interest in the real property.

(B) Any animal not reclaimed by an owner, or for which an owner has failed to pay for veterinary fees and boarding within the first five-day period of impoundment shall be deemed an abandoned animal and become the property of Animal Services.

Sec. 7-30. Authority to enter private property.

Any ACO, city police office or agent of Animal Services is authorized to enter upon private property to impound any animal observed at large and chased to such property; to investigate any "in plain view" violation of this chapter; or to impound any animal that the ACO, police officer or Animal Services agent has reasonable cause to believe is being abused, neglected, or treated cruelly.

Sec. 7-31. Humane traps and chemical capture methods.

(A) In order to apprehend animals in violation of this chapter who are otherwise difficult to

apprehend, any ACO, city police officer or Animal Services agent is authorized to use traps designed to humanely capture such animals by placing the traps on any public property, upon the rights-of-way of any public street or highway, or upon the private property of any person who grants permission.

(B) Any ACO, city police officer, or Animal Services agent is hereby authorized to use chemical capture methods to capture animals in violation of this chapter when the use of human traps would be ineffective and the animal is diseased or poses a danger to public safety.

Sec. 7-32. Destruction of certain animals.

(A) The director is authorized to humanely destroy any stray animal boarded and unclaimed at Animal Services for more than five (5) working days, provided that the Animal Services has made reasonable efforts to locate the animal's owner and been unsuccessful and provided that, in the director's opinion, the animal constitutes a direct and immediate threat to public health, safety or welfare.

(B) The director is authorized to humanely destroy an animal found unattended on public property when such animal is injured or diseased and past recovery.

(C) The director is authorized to humanely destroy any wild animals within the city limits which presents a direct and immediate threat to public health, safety or welfare.

(D) The director is authorized to impound, any owned animal which the Director has probable cause to believe the animal has bitten or fiercely attached any person causing severe injury, the loss of bodily function or death when the director believes such animal constitutes a direct and immediate threat to public health, safety, or welfare. If the animal is not subject to quarantine, and the owner does not re-claim the animal within five days of impound, the animal will be considered abandoned and may be humanely destroyed.

(E) The director is to employ the most human means possible when exercising the authority granted in this section.

ARTICLE IV. FINES AND PENALTIES

Sec. 7.33. Fines

It shall be unlawful for any person to violate any provision of this chapter. Any person violating the provisions listed below shall be assessed the following fines, which are to be published in the City's municipal court magistrate's fine schedule.

Section	Name	Fine	Court Cost	Total (Fine and Court Cost)

7-8	Shelter and care of animals	100.00	As applicable	100.00 plus court cost
7-9	Animals trained to fight	No more than 500.00 or six months in jail	As applicable	100.00 plus court cost
7-22	Hoarding	No more than 500.00 or six months in jail	As applicable	100.00 plus court cost
7-24	Animals, reptiles, or serpents known to be dangerous or vicious	$100.00	As applicable	100.00 plus court cost
7-25	Cruelty	No more than 500.00 or six months in jail	As applicable	100.00 plus court cost
7-26	Certain sales regulated	$250.00	As applicable	100.00 plus court cost
All other violations of Chapter 7		$100.00	As applicable	100.00 plus court cost

ARTICLE TWO: Amendment to Chapter One, GENERAL PROVISIONS, Article II. Penalty and Enforcement Procedures, Division 2. Municipal Offense Tickets, Section 1-32, Schedule of Fines.

(A) Section 1-32 (2) City Code:

Section 1-32 (2) is hereby amended to replace the fines therein for violations of Sections 7-9, 7-22, 7-24, 7-25, 7-26 and "All other violations of Chapter 7" as follows:

Repeal the following fines for Sections 7-9, 7-22, 7-24, 7-25, 7-26 and "All other violations of Chapter 7";

Section	Name	Fine	Court Cost	Total (Fine and Court Cost)
7-9	Animals trained to fight	No more than 500.00 or six months in jail	As applicable	100.00 plus court cost
7-22	Hoarding	No more than 500.00 or six months in jail	As applicable	100.00 plus court cost
7-24	Animals, reptiles or serpents known to be dangerous or vicious	$150.00	As applicable	100.00 plus court cost
7-25	Cruelty	No more than 500.00 or six months in jail	As applicable	100.00 plus court cost
7-26	Certain sales regulated	$100.00	As applicable	100.00 plus court cost

All other violations of Chapter 7	$25.00	As applicable	100.00 plus court cost

Replace with the following fines for violations of Sections 7-9, 7-22, 7-24, 7-25, 7-26 and "All other violations of Chapter 7";

Section	Name	Fine	Court Cost	Total (Fine and Court Cost)
7-9	Animals trained to fight	No more than 500.00 or six months in jail	As applicable	Court appearance required
7-22	Hoarding	No more than 500.00 or six months in jail	As applicable	Court appearance required
7-24	Animals, reptiles or serpents known to be dangerous or vicious	$100.00	As applicable	100.00 plus court cost
7-25	Cruelty	No more than 500.00 or six months in jail	As applicable	Court appearance required
7-26	Certain sales regulated	$250.00	As applicable	250.00 plus court cost
All other violations of Chapter 7 that do not require a court appearance		$100.00	As applicable	100.00 plus court cost

(B) All other provisions of Section 1-32 (2) remain in effect.

ARTICLE THREE: Miscellaneous

(a) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(b) That the City Clerk of the City of Mobile is hereby authorized and directed to advertise the adoption of this Ordinance as required by law.

(c) This Ordinance shall be in full force and effect within the City of Mobile from and after its adoption and publication as required by law.

ADOPTED:

_____

City Clerk

\\Citylawsrv\cycom\WPDocs\D018\P005\00112146.docx

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to timely process applications for work on trees in City right of way

Amount of Contract:
n/a

Effective Date of Contract:
11/22/2022

Funding Source

Project # n/a **Discretionary Funds** n/a

Project String n/a **Contract Number:**n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a **Matching Funds** n/a

ATTACHMENTS:

Description	Type	Upload Date
Ordinance to Amend Sec. 65-4(c)(7) Tree Protection and Management	Ordinance	11/10/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/10/2022 - 2:16 PM
Legal	Kern, Chris	Approved	11/10/2022 - 2:39 PM
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:41 PM

AN ORDINANCE TO AMEND "SECTION 65-4(c)(7) - TREE PROTECTION AND MANAGEMENT" OF THE MOBILE CITY CODE, 1991

Sponsored by: Mayor William S. Stimpson

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

SECTION ONE. Amendment.

Section 65-4(c)(7) of the Mobile City Code, 1991, is hereby amended and restated in its entirety to read as follows:

(7) The Commission shall hold regular meetings at least once each month and specially as it deems necessary in a public place open to the public in a manner conducive to public comment and preparation. If the Commission fails to conduct a regularly scheduled monthly meeting at which an application is pending, the Commission shall schedule a special meeting, to act on the pending application and conduct such other business as it deems appropriate. If the Commission fails to conduct a special meeting within ten (10) calendar days following the date of the regularly scheduled meeting, the Urban Forester, on behalf of the Commission, may act on the application. Any decision of the Urban Forester may be appealed under Section 65-4(c)(11).

SECTION TWO. Miscellaneous.

(a) The provisions of this Ordinance are supplemental and shall not be construed to repeal any other ordinance or law except to the extent of any conflict, in which case the provisions of this Ordinance shall prevail.

(b) The provisions of this Ordinance are severable. If any part of this Ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, that declaration shall not affect the part or parts that remain.

(c) The Ordinance shall be in full force and effect within the City of Mobile from and after its adoption and publication as required by law.

Adopted:

_____
CITY CLERK

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Gary Jackson, Municipal Enforcement Program Coordinator

Sponsored by:

Councilmember - William Carroll District 2

Purpose and Scope of Project:

Declaring the Structure a Public Nuisance - Demolition

Amount of Contract:

N/A

Effective Date of Contract:

9/13/2022

Funding Source

Project # 1005 Texas Street - ME-017-22 **Discretionary Funds** N/A

Project String N/A **Contract Number:**N/A

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds N/A **Matching Funds** N/A

ATTACHMENTS:

Description	Type	Upload Date
Demolition - 1005 Texas Street	Cover Memo	9/7/2022

REVIEWERS:

Department	Reviewer	Action	Date
Municipal Enforcement	Daughenbaugh, David	Approved	9/7/2022 - 12:20 PM
City Clerk	Gauthier, Lana	Approved	9/8/2022 - 11:57 AM

RESOLUTION

Sponsored by: Councilmember William Carroll – District 2

WHEREAS, under the provisions of Chapter 52, Article II of the Mobile City Code, Abatement of Unsafe Buildings and Structural Nuisances" adopted December 5, 2017, the accessory structure at **1005 TEXAS STREET** has been found by the Code Official of the City of Mobile to be dangerous and unsafe to the extent that it is a public nuisance;

WHEREAS, the Code Official has identified the following factors, in accordance with ***Section 4, Subsection 5*** of Article II of Chapter 52, in support of the determination that the structure is dangerous and unsafe to the extent that it is a public nuisance: ***Nuisance Abatement Inspection Checklist/Exhibit A - No. 4, 5, 6, 7, 8 and 15;*** *and*

WHEREAS, the Mobile City Council has held a public hearing to determine whether said structure constitutes a public nuisance;

NOW, THEREFORE, BASED UPON THE EVIDENCE PRESENTED, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE that the structure at **1005 TEXAS STREET** described as:

COM AT A PT WHERE S/L OF TEXAS ST INT W/L OF CHARLES ST RUN W ALG S/L OF TEXAS ST 75 FT TO POB TH CONT W ALG S/L OF TEXAS ST 25 FT TO A PT TH RUN S & PAR TO CHARLES ST 118 FT TO A PT TH RUN E & PAR TO TEXAS ST 25 FT TO A PT TH RUN N & PAR TO CHARLES ST 118 FT TO THE POB #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 210.001

Last Assessed to: MASON WARREN W & SHIRLEY A

is found and determined by the Mobile City Council to be dangerous and unsafe to the extent that it is a public nuisance and a blighted property, and it is hereby ordered that said structure be ***demolished*** in accordance with the terms of said Chapter 52, Article II of the Mobile City Code, "Abatement of Unsafe Buildings and Structural Nuisances."

BE IT FURTHER RESOLVED the City Clerk of the City shall mail a certified copy of this resolution by registered or certified mail to the interested persons listed above, and a certified copy of this resolution shall be published in the manner and as prescribed for the publication of municipal

ordinances, and a certified copy of this resolution shall also be filed in the Office of the Judge of Probate of Mobile County, Alabama.

Adopted:

_____

City Clerk

MUNICIPAL ENFORCEMENT DIVISION

September 6, 2022

MOBILE
ALABAMA

TO: Lisa Lambert, City Clerk

FR: Gary Jackson, Program Coordinator
Municipal Enforcement

RE: Nuisance Abatement Hearing Request

Please place the following notice on the City Council agenda for **Tuesday, September 13, 2022.**

A PUBLIC HEARING TO DETERMINE IF THE PROPERTY LOCATED AT **1005 TEXAS STREET.** OWNED BY OR MAY HAVE AN INTEREST: **MASON WARREN W & SHIRLEY A** IS A PUBLIC NUISANCE AS SET FORTH BY ORDINANCE NO.11-085, ARTICLE 5, NOVEMBER 26, 2002, ENTITLED "NUISANCE ABATEMENT". (See attached letters for all other name and addresses from Real Estate)

PARCEL NUMBER: 29 10 38 0 003 210.001
COUNCIL DISTRICT 2 – WILLIAM CAROLL
LEGAL DESCRIPTION: (Assessment Information sheet from tax records enclosed)

GJ/md

Flood Zone

City of Mobile
Blight Survey –Re-Check

Report Date - _____

Property Address

1005 Texas Street

Property Details			
Parcel Key	1996996	Local Historic Registry	N
Status	**Scored**	National Historic Registry	N Outlook/Contributing
Blight Zone	Y	Central Business District	N
Structure Type	R		

Survey Results			
Danger to Adjoin Property	N	Tax Delinquent	Y
Danger to Public ROW	N	Code Violations	Y
Danger to Human/Life/Health	N	Utilities Disconnected	Y
Contributing Structure	N	Water Penetrating Structure	Y
Vacant	Y	Fire Damage	N
Open Bldg Permits	N	Roof Damage	Y
Bldg Open To Public	Y	Wall Compromised	Y
Proximity to Blight	Y	Foundation Compromised	Y
Survey Date	02-21-22	Comments	

Property Score			
Score	85	Score Description	Blight Review

REVIEW COMMITTEE

SECURE ☐

DEMOLITION ☒

APPROVAL DATE 3-7-22

Voted 3-1-1 For Demolition

NUISANCE ABATEMENT INSPECTION CHECKLIST

MEO: M. Davis **Date:** 07/15/2022

Property Address: 1005 Texas Street **District No:** 2

☐1. The nominal strength of any structural member is exceeded by nominal loads, the load effects or the required strength.

☐2. The anchorage of the floor or roof to walls or columns, and of walls and columns to foundations is not capable of resisting all nominal loads or load effects.

☐3. Structures or components thereof that have reached their limit state.

☒4. Siding and masonry joints including joints between the building envelope and the perimeter of windows, doors and skylights are not maintained, weather resistant or water tight.

☐5. Structural members that have evidence of deterioration or that are not capable of safely supporting all nominal loads and load effects.

☒6. Foundation systems that are not firmly supported by footings, are not plumb and free from open cracks and breaks, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒7. Exterior walls that are not anchored to supporting and supported elements or are not plumb and free of holes, cracks or breaks and loose or rotting materials, are not properly anchored or are not capable of supporting all nominal loads and resisting all load effects.

☒8. Roofing or roofing components that have defects that admit rain, roof surfaces with inadequate drainage, or any portion of the roof framing that is not in good repair with signs of deterioration, fatigue or without proper anchorage and incapable of supporting all nominal loads and resisting all load effects.

☐9. Flooring and flooring components with defects that affect serviceability or flooring components that show signs of deterioration or fatigue, are not properly anchored or are incapable of supporting all nominal loads and resisting all load effects.

☐10. Veneer, cornices, belt courses, corbels, trim, wall facings and similar decorative features not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐11. Overhang extensions or projections including, but not limited to, trash chutes, canopies, marquees, signs, awnings, fire escapes, standpipes and exhaust ducts not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐12. Exterior stairs, decks, porches, balconies and all similar appurtenances attached thereto, including guards and handrails, are not structurally sound, not properly anchored or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects; or

☐13. Chimneys, cooling towers, smokestacks and similar appurtenances not structurally sound or not properly anchored, or that are anchored with connections not capable of supporting all nominal loads and resisting all load effects.

☐14. Protective treatment of all exterior surfaces, including but not limited to, doors, door and window frames, cornices, porches, trim, balconies, decks and fences, shall be maintained in good condition. Exterior surfaces, other than decay-resistant woods, shall be protected from the elements and decay by painting or other protective covering or treatment.

☒15. Yard is overgrown with weeds and/or covered with litter, debris and junk.


09.02.2022


09.02.2022


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09.02.2022

Affidavit of Mailed Notice

September 6, 2022

State of Alabama
County of Mobile

Subject Property – 1005 Texas Street.

My name and official title is Gary Jackson, Municipal Enforcement Program Coordinator, Property Maintenance Code Official, City of Mobile. My mailing address is P.O. Box 1827, Mobile AL 36633. I can be reached at the phone number 251-208-1540 or by email address gary.jackson@cityofmobile.org.

I affirm that Written Notice as required by City Code section 52-27 (d) (1), Notice from Code Official of Unsafe Condition, has been sent to all **2** parties identified by the attached Nuisance Abatement Worksheet, created by the City of Mobile Real Estate Department. The attached Nuisance Abatement Worksheet identifies parties of Interest where Notice to Remedy Dangerous/Unsafe condition was mailed by Certified and First Class mail.

City Code 52-27, (d) The code official shall give the notice required by subsection (a) of this section by all of the following means:

(1) By certified or registered mail, properly addressed and postage prepaid, to all of the following persons or entities:

a. The person or persons, firm, association, or corporation last assessing the property for state taxes to the address on file in the county tax collector's office;

b. The record property owner or owners (including any owner or owners of an interest in the property) as shown from a search of the records of the office of the judge of probate of the county at the owner or owners' last known address and at the address of the subject property;

c. All mortgagees of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the mortgage or, if no address for the mortgagee is set forth in the mortgage, to the address determined to be the correct address by the code official;

d. All lien holders of record as shown from a search of the records of the office of the judge of probate of the county to the address set forth in the statement of lien or, if no address for the lien holder is set forth in the statement of lien, to the address determined to be the correct address by the code official; and

e. Any person who is otherwise known to the city clerk or to the code official to have an interest in the property;

I hereby state that the information above is true, to the best of my knowledge. I also confirm that the information here is both accurate and complete, and relevant information has not been omitted.

Gary Jackson,
Municipal Enforcement Program Coordinator

Notice to Remedy Dangerous/Unsafe or Blighted Structure
Municipal Enforcement

MOBILE
ALABAMA

Warren and Shirley Mason
1915 South Belle Court Drive
Mobile, Alabama 36605

July 21, 2022

RE: **1005 Texas Street**
Project Number: ME-017-22

Dear Warren and Shirley Mason:

On July 15, 2022 an inspection was made by Miranda Davis, Municipal Enforcement Officer II, at the property known as 1005 Texas Street.

I. **PROPERTY** The legal description of the Property is as follows:

COM AT A PT WHERE S/L OF TEXAS ST INT W/L OF CHARLES ST RUN W ALG S/L OF TEXAS ST 75 FT TO POB TH CONT W ALG S/L OF TEXAS ST 25 FT TO A PT TH RUN S & PAR TO CHARLES ST 118 FT TO A PT TH RUN E & PAR TO TEXAS ST 25 FT TO A PT TH RUN N & PAR TO CHARLES ST 118 FT TO THE POB #SEC 38 T4S R1W #MP29 10 38 0 003

Parcel Number: 29 10 38 0 003 210.001

II. **VIOLATIONS** At this location, the Municipal Enforcement Officer observed the following:

☒ part of a building, part of a structure, party wall or foundation in a dangerous and unsafe condition;
☒ high weeds and grass; and/or
☒ an accumulation of trash and debris.

The Property was found to be in violation of the following sections of Chapter 52, Article II "Abatement of Unsafe Buildings and Structural Nuisances" of the Municipal Code of the City of Mobile, which reads as follows:

Section 4. Dangerous and Unsafe Buildings Defined. Properties containing any building, structure, part of building, part of a structure, party wall, or foundation which has any of the following defects shall be deemed dangerous and unsafe:

☒ **Sub-section:** (5) Those properties where the building or structure, or part of the building or structure, because of dilapidation, deterioration, decay, faulty construction, the removal or movement of some portion of the ground necessary for the support, or for any other reason, is likely to partially or completely collapse, or some portion of the foundation or underpinning of the building or structure is likely to fail or give way;

(6) Those properties where the building or structure, or any portion thereof, is clearly unsafe for its use and occupancy;

(7) Those properties where the building or structure is neglected, damaged, dilapidated, unsecured or abandoned so as to become an attractive nuisance to children who might play in the building or structure to their danger, becomes a harbor for vagrants, criminals or immoral persons, or enables persons to resort to the building or structure for committing a nuisance or an unlawful act;

Please see the attached Exhibit A, entitled Nuisance Abatement Inspection Checklist, for detailed violations specific to the Property

III. **REMEDIES** Due to the violations, you, as the Owner of the Property, are directed to take the following actions necessary to remedy the unsafe or dangerous condition of the building or structure:

a) Repair the structures / and or building by **September 4, 2022,** which is 45 days from the date of this NOTICE; OR,
b) If the specified repairs or improvements cannot be accomplished by **September 4, 2022,** provide the Code Official with a work plan to accomplish the repairs by **September 4, 2022,** which shall be subject to the approval of the code official; OR,
c) Demolish the building, structure, part of building or structure, party wall, or foundation by **September 4, 2022,** which is 45 days from the date of this NOTICE.

All repair / demolition work requires a permit from the City of Mobile.

IV. **NOTICE is hereby given that on September 13, 2022 at 10:30 a.m., a hearing will be held before the City Council of Mobile, Alabama**, in order to determine and declare the building or structure a public nuisance. You may appear and provide any objections as to why you believe the property is not a public nuisance. The hearing will occur in the Auditorium of Mobile Government Plaza, located at 205 Government Street, Mobile, AL 36602. Upon holding the hearing, the city council shall determine whether or not the building or structure is unsafe to the extent that it is a public nuisance and order it be:

☒ Repaired; or,
☒ Demolished

VI. **APPEAL** An Owner or any person aggrieved by the decision of the City Council at the hearing may, within ten (10) days thereafter, appeal to the Circuit Court of Mobile County upon filing with the clerk of the Circuit Court of Mobile County, notice of the appeal and bond for security of costs in the form and amount to be approved by the circuit clerk.

VII. **MUNICIPAL ACTION** Upon the determination that the Property is a public nuisance, and if an appeal has not been taken to the Circuit Court, failure by the Owner to repair, submit an approved work plan, or demolish the Property shall result in demolition or repair by the City. The cost of the demolition or repairs shall be assessed against the Property.

VIII. **LIEN** If the repairs or the demolition are accomplished by the City, the cost to do so shall result in a municipal lien in the amount of the same being assessed against the Property and lien being recorded in the Office of the Probate Judge of Mobile County (a/k/a Probate Court Records).

IX. **FORECLOSURE AND SALE** Six months following the date upon which a municipal code lien has been recorded, if the lien remains unpaid, the City may commence a judicial in rem foreclosure and sale of the property in accordance with Code of Alabama, Section 11-40-60, et. seq. (1975), and as authorized by the City of Mobile Code, Article V, Chapter 52. The lien foreclosure and subsequent sale of the Property may extinguish any and all rights, title and interest an Owner or any other interested party has in the Property.

If you have any questions, please contact Miranda Davis, Municipal Enforcement Officer II at (251) 208-1538.

Respectfully,

Gary Jackson
Municipal Enforcement Program Coordinator

NUISANCE ABATEMENT WORKSHEET

RE: 1005 Texas Street ---UPDATE--- Date: July 12, 2022

FROM: Ashley Parker, Real Estate Dept.

TO: Municipal Enforcement Division

Title Report effective date: 2/27/2022

Per the Title Report, the owners are: Warren W. Mason and Shirley A. Mason

SEND NOTICES of nuisance abatement proceedings to the following parties:

RECIPIENTS	NOTES
1 Warren and Shirley Mason 1915 South Belle Court Drive Mobile, Alabama 36605	Fee Simple Owner Phone number 251-476-3485 Cell phone 251-458-4542
2 Warren and Shirley Mason 1005 Texas St. Mobile, AL 36604	Subject property

TAX STATUS: Paid

Parties with recorded liens per Title Report:

Weed Lien filed by the City of Mobile vs. Warren W. Mason & Shirley A. Mason, recorded in Probate Court on 6/22/18, instrument # 2018035505.

Open Mortgages: None.

Lis Pendens

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 9/30/19, instrument # 2019057604.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 9/16/19, instrument # 20190574766.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 10/13/17, instrument # 2017058565.

Lis Pendens filed by the City of Mobile vs. Warren W. & Shirley A. Mason, recorded in Mo. Co. Probate Ct. on 03/23/2022, instrument # 2022021410.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:
John Paine, Purchasing Agent

Sponsored by:
Mayor William S. Stimpson

Purpose and Scope of Project:
To approve issuance of purchase orders for fuel for various City locations.

General fund.

Amount of Contract:
Total of all is $389,326.57

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221108 Agenda Package Fuel POs	Cover Memo	11/8/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 9:06 AM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, purchase orders to the indicated vendors in the approximate amount stated, and to approve the supporting bid award if required, for the following requisitions as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1857	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,168.02	(279229) PETROLEUM TRADERS CORPORATION
1858	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,168.02	(279229) PETROLEUM TRADERS CORPORATION
1860	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE UNLEADED FUEL (SEALED BID 5624)	$22,168.02	(279229) PETROLEUM TRADERS CORPORATION
1847	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.255	(279229) PETROLEUM TRADERS CORPORATION
1848	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1849	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION

1850	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1851	2023	(2050) FLEET MANAGEMENT GARAGE	GARAGE DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1852	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1853	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1854	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1855	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION
1856	2023	(2050) FLEET MANAGEMENT GARAGE	4TH PRECINCT DIESEL FUEL (AL STATE CONTRACT)	$32,282.25	(279229) PETROLEUM TRADERS CORPORATION

Adopted:

_____
City Clerk

Bill To	Requisition 00001857-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE.	8225.00 GALLON	2.69000	22125.25
	Vendor Item			
	Inventory Item/Loc 14054			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22125.25
	Ship To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
	Delivery Reference			
	TRAVESIA AGEE			
	Deliver To			
	MUNICIPAL GARAGE			
	770 GAYLE STREET			
	MOBILE, AL 36604			
002	MARGIN PRICE	8225.00 EACH	0.00520	42.77
	Vendor Item			
	Inventory Item/Loc 7982			
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.77

Bill To	Requisition 00001857-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22168.02

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22168.02	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001857-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001858-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8225.00 GALLON	2.69000	22125.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22125.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8225.00 EACH	0.00520	42.77
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.77

Bill To	Requisition 00001858-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22168.02

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22168.02	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001858-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001860-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- BID #5624.			
001	FUEL UNLEADED GASOLINE, 87 OCTANE, OPIS PRICE. Vendor Item Inventory Item/Loc 14054	8225.00 GALLON	2.69000	22125.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			22125.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	8225.00 EACH	0.00520	42.77
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			42.77

Bill To	Requisition 00001860-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 22168.02

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	22168.02	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001860-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001847-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001847-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001847-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001848-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001848-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001848-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001849-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001849-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001849-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001850-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001850-00 FY 2023
MUNICIPAL GARAGE	
770 GAYLE STREET	Acct No:
	1000.40.20.2070.2050.2070.0000.0000.45020.
MOBILE, AL	Review:
36604	Buyer: 9105neej
	Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION	MUNICIPAL GARAGE
7120 POINTE INVERNESS WAY	770 GAYLE STREET
	MOBILE, AL 36604
FORT WAYNE, IN 46804	AGEET@CITYOFMOBILE.ORG
Tel#800-348-3705	Delivery Reference
Fax 260-203-3820	TRAVESIA AGEE
	Deliver To
	MUNICIPAL GARAGE
	770 GAYLE STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP	FUEL & LUBRICANTS	

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001850-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001851-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001851-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604
Delivery Reference
TRAVESIA AGEE

Deliver To
MUNICIPAL GARAGE
770 GAYLE STREET
MOBILE, AL 36604

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001851-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001852-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001852-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001852-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001853-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001853-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001853-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001854-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001854-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020. FLEET MANAGEMENT EXP FUEL & LUBRICANTS	32282.25	5719924.29

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001854-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001855-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001855-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001855-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00001856-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 1

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes --- AL STATE CONTRACT T104			
001	DIESEL #2 ULTRA LOW SULFUR, OPIS PRICE. Vendor Item Inventory Item/Loc 5295	7525.00 GALLON	4.29000	32282.25
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			32282.25
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			
002	MARGIN PRICE Vendor Item Inventory Item/Loc 7982	7525.00 EACH	0.00000	0.00
	1 1000.40.20.2070.2050.2070.0000.0000.45020.			.00

Bill To	Requisition 00001856-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 2

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608			

Requisition Link

Requisition Total 32282.25

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
1000.40.20.2070.2050.2070.0000.0000.45020.	32282.25	5719924.29
FLEET MANAGEMENT EXP FUEL & LUBRICANTS		

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	11/08/22	DONNA MICHELE STANLEY	Auto approved by: 9105neej
Approved	11/08/22	DONALD ROSE	Auto approved by: 9105neej
Approved	11/08/22	SANDRA LEWIS	Auto approved by: 9105neej
Approved	11/08/22	KAREN NAMAN	Auto approved by: 9105neej
Approved	11/08/22	JOHN PAINE	Auto approved by: 9105neej
Approved	11/08/22	MICHAEL SPAFFORD	Auto approved by: 9105neej
Approved	11/08/22	JAMES NEESE JR	

Bill To	Requisition 00001856-00 FY 2023
MUNICIPAL GARAGE 770 GAYLE STREET MOBILE, AL 36604	Acct No: 1000.40.20.2070.2050.2070.0000.0000.45020. Review: Buyer: 9105neej Status: Approved Page 3

Vendor	Ship To
PETROLEUM TRADERS CORPORATION 7120 POINTE INVERNESS WAY FORT WAYNE, IN 46804 Tel#800-348-3705 Fax 260-203-3820	POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608 AGEET@CITYOFMOBILE.ORG Delivery Reference TRAVESIA AGEE Deliver To POLICE 4TH PRECINCT 8080 AIRPORT BLVD MOBILE, AL 36608

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
11/04/22	279229				FLEET MANAGEMENT-GARAGE

LN	Description / Account	Qty	Unit Price	Net Price

Authorized By: _____ Date: _____
Signature

Contract Header

Contract
GASOLINE & DIESEL FUEL Amendment #2

Type
Master Agreement

Supplier
Petroleum Traders Corp

Contract Code
180000000002-999-2

Linked Solicitation

Sourcing Number

Contact Information

Contract Responsible

First name	Last name	Email	Phone
Pat	Hemme	pat.hemme@purchasing.alabama.gov	334-242-7173

1 Result(s)

Supplier Contact

First name	Last name	Email	Phone
Joseph	Vanderpool	jvanderpool@petroleumtraders.com	888.637.7661

1 Result(s)

Contract Scope

Organizations
State of Alabama

Contract Validity

Start Date
9/30/2021

End Date
12/30/2022

Documents

- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF
- Final_MA_999_180000000002_5_MA_FORM_ADV_PDF.PDF

Items

Item Name	Product Code		UOM
AUTAUGA, GASOLINE, 8,200 > GALLONS	180000000002-999-1-1	0.00	Gallon
AUTAUGA, DIESEL, 7,500 > GALLONS	180000000002-999-1-2	0.00	Gallon

Item Name	Product Code		UOM
BALDWIN, DIESEL, 7,500 > GALLONS	180000000002-999-1-3	0.00	Gallon
BARBOUR, GASOLINE, 8,200 > GALLONS	180000000002-999-1-4	0.00	Gallon
BARBOUR, DIESEL, 7,500 > GALLONS	180000000002-999-1-5	0.00	Gallon
BIBB, GASOLINE, 8,200 > GALLONS	180000000002-999-1-6	0.00	Gallon
BLOUNT, GASOLINE, 8,200 > GALLONS	180000000002-999-1-7	0.00	Gallon
BLOUNT, DIESEL, 7,500 > GALLONS	180000000002-999-1-8	0.00	Gallon
BULLOCK, GASOLINE, 8,200 > GALLONS	180000000002-999-1-9	0.00	Gallon
BULLOCK, DIESEL, 7,500 > GALLONS	180000000002-999-1-10	0.00	Gallon
BUTLER, GASOLINE, 8,200 > GALLONS	180000000002-999-1-11	0.00	Gallon
BUTLER, DIESEL, 7,500 > GALLONS	180000000002-999-1-12	0.00	Gallon
CALHOUN, GASOLINE, 8,200 > GALLONS	180000000002-999-1-13	0.00	Gallon
CALHOUN, DIESEL, 7,500 > GALLONS	180000000002-999-1-14	0.00	Gallon
CHAMBERS, DIESEL, 7,500 > GALLONS	180000000002-999-1-15	0.00	Gallon

1 2 3 4 5 6 7 ›

State of Alabama
Department of Finance
Division of Purchasing
Master Agreement

Modification

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: **MA 999 180000000002**

NOT TO EXCEED AMOUNT:

Begin Date:	10/01/2017	Procurement Folder:	368619
Expiration Date:	09/30/2022	Procurement Type:	Master Agreement
Solicitation Number:		Replaces Award Document:	
Award Date:		Replaced by Award Document:	
Modification Date:	08/03/21	Version Number:	6

CONTACT INFORMATION

REQUESTOR:	ISSUER:	BUYER:
Patrick Hemme	Patrick Hemme	Patrick Hemme
334-242-7173	334-242-7173	334-242-7173
Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov	Pat.Hemme@purchasing.alabama.gov

CONTRACT DESCRIPTION

GASOLINE & DIESEL FUEL

Final

Ship To:

Bill To:

REASON FOR MODIFICATION

VENDOR INFORMATION

Name /Address:

VC000046401: Petroleum Traders Corp

PO Box 2357

Fort Wayne IN 46801-2357

Contact:

Gayle Newton
2604326622
Gnewton@Petroleumtraders.Com

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
1	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
AUTAUGA, GASOLINE, 8,200 > GALLONS
AUTAUGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0106 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0106).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
2	0	GAL	$0.002100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
AUTAUGA, DIESEL, 7,500 > GALLONS
AUTAUGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
3	0	GAL	$0.002300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BALDWIN, DIESEL, 7,500 > GALLONS
BALDWIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
4	0	GAL	$0.018500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BARBOUR, GASOLINE, 8,200 > GALLONS
BARBOUR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
5	0	GAL	$0.036500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BARBOUR, DIESEL, 7,500 > GALLONS
BARBOUR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
6	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BIBB, GASOLINE, 8,200 > GALLONS
BIBB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
7	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BLOUNT, GASOLINE, 8,200 > GALLONS
BLOUNT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0225 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0225).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
8	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BLOUNT, DIESEL, 7,500 > GALLONS
BLOUNT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0032 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0032).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total

COMMODITY / SERVICE INFORMATION								
9	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BULLOCK, GASOLINE, 8,200 > GALLONS
BULLOCK, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
10	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BULLOCK, DIESEL, 7,500 > GALLONS
BULLOCK, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
11	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
BUTLER, GASOLINE, 8,200 > GALLONS
BUTLER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
12	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
BUTLER, DIESEL, 7,500 > GALLONS
BUTLER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
13	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CALHOUN, GASOLINE, 8,200 > GALLONS
CALHOUN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0126 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0126).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
14	0	GAL	$0.007700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CALHOUN, DIESEL, 7,500 > GALLONS
CALHOUN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
15	0	GAL	$0.025900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHAMBERS, DIESEL, 7,500 > GALLONS
CHAMBERS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
16	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHEROKEE, GASOLINE, 8,200 > GALLONS
CHEROKEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0041 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0041).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
17	0	GAL	$0.023600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CHEROKEE, DIESEL, 7,500 > GALLONS
CHEROKEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
18	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHILTON, GASOLINE, 8,200 > GALLONS
CHILTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0026 on invoice per gallon price in order to meet the per Gallon Bid Price of (-0.0026).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
19	0	GAL	$0.012200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHILTON, DIESEL, 7,500 > GALLONS
CHILTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
20	0	GAL	$0.018900	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CHOCTAW, GASOLINE, 8,200 > GALLONS
CHOCTAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
21	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CHOCTAW, DIESEL, 7,500 > GALLONS
CHOCTAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
22	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLAY, GASOLINE, 8,200 > GALLONS
CLAY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0017 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0017).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
23	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CLAY, DIESEL, 7,500 > GALLONS
CLAY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
24	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CLEBURNE, GASOLINE, 8,200 > GALLONS
CLEBURNE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0068 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0068).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
25	0	GAL	$0.013600	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

4050935 - DIESEL FUEL, MOTOR FUEL)
CLEBURNE, DIESEL, 7,500 > GALLONS
CLEBURNE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
26	0	GAL	$0.015200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COFFEE, GASOLINE, 8,200 > GALLONS
COFFEE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
27	0	GAL	$0.032800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COFFEE, DIESEL, 7,500 > GALLONS
COFFEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
28	0	GAL	$0.007300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COLBERT, GASOLINE, 8,200 > GALLONS
COLBERT, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
29	0	GAL	$0.030300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COLBERT, DIESEL, 7,500 > GALLONS
COLBERT, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
30	0	GAL	$0.032700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CONECUH, DIESEL, 7,500 > GALLONS
CONECUH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
31	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
COOSA, GASOLINE, 8,200 > GALLONS
COOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
32	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COOSA, DIESEL, 7,500 > GALLONS
COOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
33	0	GAL	$0.042400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
COVINGTON, DIESEL, 7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

COVINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
34	0	GAL	$0.001600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CRENSHAW, GASOLINE, 8,200 > GALLONS
CRENSHAW, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
35	0	GAL	$0.017100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CRENSHAW, DIESEL, 7,500 > GALLONS
CRENSHAW, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
36	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
CULLMAN, GASOLINE, 8,200 > GALLONS
CULLMAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0135 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0135).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
37	0	GAL	$0.006900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
CULLMAN, DIESEL, 7,500 > GALLONS
CULLMAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
38	0	GAL	$0.017600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALE, GASOLINE, 8,200 > GALLONS
DALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
39	0	GAL	$0.035500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALE, DIESEL, 7,500 > GALLONS
DALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
40	0	GAL	$0.000600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DALLAS,GASOLINE, 8,200 > GALLONS
DALLAS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
41	0	GAL	$0.015700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DALLAS, DIESEL, 7,500 > GALLONS
DALLAS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
42	0	GAL	$0.022200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
DEKALB, GASOLINE, 8,200 > GALLONS
DEKALB, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
43	0	GAL	$0.033100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
DEKALB, DIESEL, 7,500 > GALLONS
DEKALB, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
44	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ELMORE, GASOLINE, 8,200 > GALLONS
ELMORE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0108 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0108).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
45	0	GAL	$0.034200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ESCAMBIA, DIESEL, 7,500 > GALLONS
ESCAMBIA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
46	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ETOWAH, GASOLINE, 8,200 > GALLONS
ETOWAH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0132 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0132).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
47	0	GAL	$0.007100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ETOWAH, DIESEL, 7,500 > GALLONS
ETOWAH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
48	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FAYETTE, GASOLINE, 8,200 > GALLONS
FAYETTE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0034 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0034).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
49	0	GAL	$0.023800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FAYETTE, DIESEL, 7,500 > GALLONS
FAYETTE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
50	0	GAL	$0.000500	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
FRANKLIN, GASOLINE, 8,200 > GALLONS
FRANKLIN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
51	0	GAL	$0.022800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
FRANKLIN, DIESEL, 7,500 > GALLONS
FRANKLIN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
52	0	GAL	$0.042900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GENEVA, DIESEL, 7,500 > GALLONS
GENEVA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
53	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
GREENE, GASOLINE, 8,200 > GALLONS
GREENE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0065 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0065).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
54	0	GAL	$0.021100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
GREENE, DIESEL, 7,500 > GALLONS
GREENE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
55	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HALE, GASOLINE, 8,200 > GALLONS
HALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0057 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0057).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
56	0	GAL	$0.021800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HALE, DIESEL, 7,500 > GALLONS
HALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
57	0	GAL	$0.033100	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HENRY, GASOLINE, 8,200 > GALLONS
HENRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

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Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
58	0	GAL	$0.032300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HENRY, DIESEL, 7,500 > GALLONS
HENRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
59	0	GAL	$0.039200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
HOUSTON, GASOLINE, 8,200 > GALLONS
HOUSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
60	0	GAL	$0.039400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
HOUSTON, DIESEL, 7,500 > GALLONS
HOUSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
61	0	GAL	$0.016200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JACKSON, GASOLINE, 8,200 > GALLONS
JACKSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
62	0	GAL	$0.027500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JACKSON, DIESEL, 7,500 > GALLONS
JACKSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
63	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
JEFFERSON, GASOLINE, 8,200 > GALLONS
JEFFERSON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0335 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0335).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
64	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
JEFFERSON, DIESEL, 7,500 > GALLONS
JEFFERSON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0148 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0148).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
65	0	GAL	$0.009200	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAUDERDALE, GASOLINE, 8,200 > GALLONS
LAUDERDALE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
66	0	GAL	$0.032500	$0.00			$0.00	$0.00

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4050935 - DIESEL FUEL, MOTOR FUEL)
LAUDERDALE, DIESEL, 7,500 > GALLONS
LAUDERDALE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
67	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LAWRENCE, DIESEL, 7,500 > GALLONS
LAWRENCE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
68	0	GAL	$0.016600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LAWRENCE, GASOLINE, 8,200 > GALLONS
LAWRENCE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
69	0	GAL	$0.015300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LEE, DIESEL, 7,500 > GALLONS
LEE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
70	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LIMESTONE, GASOLINE, 8,200 > GALLONS
LIMESTONE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0007 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0007).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
71	0	GAL	$0.021500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LIMESTONE, DIESEL, 7,500 > GALLONS
LIMESTONE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
72	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
LOWNDES, GASOLINE, 8,200 > GALLONS
LOWNDES, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0078 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0078).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
73	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
LOWNDES, DIESEL, 7,500 > GALLONS
LOWNDES, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
74	0	GAL	$0.000000	$0.00			$0.00	$0.00

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40515 - Gasoline, Automotive
MACON, GASOLINE, 8,200 > GALLONS
MACON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
75	0	GAL	$0.014700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MACON, DIESEL, 7,500 > GALLONS
MACON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
76	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MADISON, GASOLINE, 8,200 > GALLONS
MADISON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0029 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0029).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
77	0	GAL	$0.019000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MADISON, DIESEL, 7,500 > GALLONS
MADISON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
78	0	GAL	$0.029800	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARENGO, GASOLINE, 8,200 > GALLONS
MARENGO, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
79	0	GAL	$0.010700	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARENGO, DIESEL, 7,500 > GALLONS
MARENGO, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
80	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MARION, GASOLINE, 8,200 > GALLONS
MARION, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0051 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0051).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
81	0	GAL	$0.016600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARION, DIESEL, 7,500 > GALLONS
MARION, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
82	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive

MARSHALL, GASOLINE, 8,200 > GALLONS
MARSHALL, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0071 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0071).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
83	0	GAL	$0.013000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MARSHALL, DIESEL, 7,500 > GALLONS
MARSHALL, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
84	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MOBILE, DIESEL, 7,500 > GALLONS
MOBILE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0099 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0099).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
85	0	GAL	$0.027600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONROE, DIESEL, 7,500 > GALLONS
MONROE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
86	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MONTGOMERY, GASOLINE, 8,200 > GALLONS
MONTGOMERY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0129 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0129).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
87	0	GAL	$0.000600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MONTGOMERY, DIESEL, 7,500 > GALLONS
MONTGOMERY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
88	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
MORGAN, GASOLINE, 8,200 > GALLONS
MORGAN, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0054 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0054).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
89	0	GAL	$0.015900	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
MORGAN, DIESEL, 7,500 > GALLONS
MORGAN, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
90	0	GAL	$0.002000	$0.00			$0.00	$0.00

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40515 - Gasoline, Automotive
PERRY, GASOLINE, 8,200 > GALLONS
PERRY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
91	0	GAL	$0.030800	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PERRY, DIESEL, 7,500 > GALLONS
PERRY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
92	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PICKENS, GASOLINE, 8,200 > GALLONS
PICKENS, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0008 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0008).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
93	0	GAL	$0.027200	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PICKENS, DIESEL, 7,500 > GALLONS
PICKENS, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
94	0	GAL	$0.000700	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
PIKE, GASOLINE, 8,200 > GALLONS
PIKE, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
95	0	GAL	$0.016000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
PIKE, DIESEL, 7,500 > GALLONS
PIKE, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
96	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
RANDOLPH, GASOLINE, 8,200 > GALLONS
RANDOLPH, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0035 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0035).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
97	0	GAL	$0.017500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
RANDOLPH, DIESEL, 7,500 > GALLONS
RANDOLPH, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
98	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
ST. CLAIR, GASOLINE, 8,200 > GALLONS

ST. CLAIR, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0206 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0206).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
99	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
ST. CLAIR, DIESEL, 7,500 > GALLONS
ST. CLAIR, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0005 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0005).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
100	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SHELBY, GASOLINE, 8,200 > GALLONS
SHELBY, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0252 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0252).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
101	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SHELBY, DIESEL, 7,500 > GALLONS
SHELBY, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0058 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0058).

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
102	0	GAL	$0.019300	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
SUMTER, GASOLINE, 8,200 > GALLONS
SUMTER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
103	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
SUMTER, DIESEL, 7,500 > GALLONS
SUMTER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0013 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0013).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
104	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TALLADEGA, GASOLINE, 8,200 > GALLONS
TALLADEGA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0156 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0156).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
105	0	GAL	$0.004400	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLADEGA, DIESEL, 7,500 > GALLONS
TALLADEGA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
106	0	GAL	$0.005000	$0.00			$0.00	$0.00

COMMODITY / SERVICE INFORMATION

40515 - Gasoline, Automotive
TALLAPOOSA, GASOLINE, 8,200 > GALLONS
TALLAPOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
107	0	GAL	$0.020600	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TALLAPOOSA, DIESEL, 7,500 > GALLONS
TALLAPOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
108	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
TUSCALOOSA, GASOLINE, 8,200 > GALLONS
TUSCALOOSA, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0152 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0152).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
109	0	GAL	$0.011300	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
TUSCALOOSA, DIESEL, 7,500 > GALLONS
TUSCALOOSA, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
110	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WALKER, GASOLINE, 8,200 > GALLONS
WALKER, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.0213 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0213).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
111	0	GAL	$0.000000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WALKER, DIESEL, 7,500 > GALLONS
WALKER, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS
Vendor Must Deduct $0.0021 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.0021).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
112	0	GAL	$0.013100	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WASHINGTON, DIESEL, 7,500 > GALLONS
WASHINGTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
113	0	GAL	$0.014600	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WILCOX, GASOLINE, 8,200 > GALLONS
WILCOX, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
114	0	GAL	$0.032000	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)

COMMODITY / SERVICE INFORMATION

WILCOX, DIESEL, 7,500 > GALLONS
WILCOX, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
115	0	GAL	$0.000000	$0.00			$0.00	$0.00

40515 - Gasoline, Automotive
WINSTON, GASOLINE, 8,200 > GALLONS
WINSTON, GASOLINE (REGULAR, MID-RANGE OR PREMIUM UNLEADED) 8,200 > GALLONS
Vendor Must Deduct $0.014 on invoice per gallon price in order to meet the per Gallon Bid Price of (-$0.014).

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
116	0	GAL	$0.006500	$0.00			$0.00	$0.00

4050935 - DIESEL FUEL, MOTOR FUEL)
WINSTON, DIESEL, 7,500 > GALLONS
WINSTON, DIESEL FUEL CLEAR OR DYED:
7,500 > GALLONS

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
117	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
FUEL PRICING, GASOLINE & DIESEL FUEL
FUEL PRICING, GASOLINE AND DIESEL FUEL

Final

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Line Total
118	0		$0.000000	$0.00			$0.00	$0.00

40500 - FUEL, OIL, GREASE AND LUBRICANTS
TAXES / FEES FEDERAL/STATE/LOCAL
TAXES / FEES, FEDERAL/STATE/LOCAL REQUIRED

All terms, conditions, and any amendments to solicitation are part of this contract as if fully reproduced herein .

Approved: Michael A. Jones

Purchasing Director

APPROVALS

Date	Status Before	Status After	Approver

Authority:

The Department of Finance Code of Administrative procedure, Chapter 355-4-1 effective September 7, 2012 is incorporated by reference and made a part of this document. To view the Code of Administrative procedures visit our website www.purchasing.alabama.gov.

Choice of Law; Venue:

This Contract will be governed by laws of the State of Alabama and the sole venue for litigation and alternative dispute resolution activities will be the City of Montgomery in the State of Alabama.

Not to Constitute a Debt of the State:

The terms and commitments contained in the RFB, or any contract resulting from this RFB, shall not constitute a debt of the State of Alabama, the incurring of which is prohibited by Section 213 of the Official Recompilation of the Constitution of Alabama, 1901, as amended by Amendment No. 26.

Bid Response Instructions

In order to submit a responsive bid, bidder must read and follow all instructions, terms, conditions and specifications of this solicitation.

1. Bid envelope(s)/package(s)/box(es) must be identified with the bid number and opening date. Each individual bid must be submitted in a separate envelope. Responses to multiple bid numbers submitted in the same package that are not in separate envelopes and properly identified will be rejected. The Division of Purchasing does not assume responsibility for late bids for any reason including those due to postal or courier service. Bid responses must be in the Division of Purchasing office prior to the "close date and time" indicated on the bid.

2. Bid responses must be in ink or typed on this document, or replicated in the exact format. Signatures must be handwritten originals in ink or the bid will be rejected. Unless indicated in the bid, all price pages must be completed and returned. If an item is not being bid, identify it as N/B (no-bid). Pages should be secured. The Division of Purchasing does not assume responsibility for missing pages. Faxed/emailed bid responses will not be accepted.

3. The unit price always governs regardless of the extended amount. A unit price change on a line must be initialed by the person signing the bid or that line will be rejected. Price changes include but are not limited to cross-out, strike-over, ink-over, white-out, erasure, or any other method changing the price.

4. The Division of Purchasing requires an original and a minimum of one exact copy of the signed, notarized bid to include any required addendum(s) and documentation. The original and the copy should be submitted together as a bid package.

5. An improperly submitted bid, late bid or a bid that is canceled on or before the opening date may be retrieved during normal business hours. These bids will be held for 90 days then destroyed. The Division of Purchasing assumes no responsibility for the document after 90 days. Bids retrieved by vendor(s) are considered withdrawn and vendor(s) relinquishes all rights to protest.
Bid rejection

Bidders shall not place any qualifications, exceptions, conditions, reservations, limitations, or substitutions in their bid concerning the contract terms and conditions. Any such qualifications, exceptions, conditions, reservations, limitations, or substitutions shall result in rejection of the bid.

Bids that are improperly submitted or received late will be documented for record but will not be returned nor will bidder be notified.

The following is a partial list whereby a bid response will be rejected:

Bid number not on envelope/package/box
Bid responses with multiple bid numbers in same envelope not properly identified
Bid responses received late
Bid responses not signed/not original signature
Bid responses not notarized/not original signature of notary and/or notary expiration
Bidder notarized own signature
Required information not submitted with bid response
Failure to submit the original bid and a complete exact copy
Bid response received from non-subscribed/expired vendor

Beason-Hammon Alabama taxpayer and citizen protection act (act 2011-535 and as amended by act 2012-491)

As a condition for award of this bid, the vendor acknowledges the following:

"By signing this contract, the contracting parties affirm, for the duration of any agreement that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."

Verification of enrollment in the E-verify program will be required prior to any award to a vendor who employs one or more employees within the State of Alabama. E-verify documentation should be identified with the bid number and the buyer name. Failure to provide documentation within 5 calendar days of notification will result in the rejection of your bid. To enroll in the E-verify program visit www.dhs.gov/e-verify.

Certification Pursuant to Act no. 2006-557

Alabama Law (section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. By submitting this bid, the bidder is hereby certifying that they are in full compliance with Act no. 206-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledges that the awarding authority may declare the contract void if the certification is false.

Information and assistance to minority and women-owned businesses in acquiring M/WBE certification may be obtained from the office of minority business enterprises at www.adeca.alabama.gov

In compliance with Act 2016-312, by submitting this bid the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade."

Ordering Process:

Purchases for State Agencies will be made by Direct Orders showing specific shipping information. Cities, Counties, School Systems and other political subdivisions will be responsible for issuing their own Direct Orders directly to the vendor.

********** **Important Agency Instructions** **********

Agencies should set up one DO per FY with a valid period from DO date thru end of current FY. Each DO should have the fuel line(s), and at least 1 "fuel report" line and at least 1 "tax" line.

Agencies are to fax orders to the vendor and reference the DO number. Orders should not be placed verbally, due to communication errors.

Agencies must be careful of placing an order too large for their tank, as this results in an undue expense for the Vendor. Repeated offenses may result in penalties being added to future contracts to cover this cost.

Agencies must read this contract carefully and be sure to order the fuel from the Contract Vendor who holds the line for the fuel needed.

Agencies who wish to have Specifications, Samples, Protocols, or Analysis Reports from a Contract Vendor must contact State Purchasing to request the information.

Specifications:

Gasoline may contain a maximum of 10% Ethanol.

All gasolines must meet the following minimum Octane Ratings -

Unleaded gas: 87 Octane minimum

Mid-range gas: 89 Octane minimum

Premium gas: 91 Octane minimum

Clear and Dyed (off-road) Diesel:

Unless an agency specifically requests Dyed (off-road) Diesel, Vendors must deliver clear Diesel, charge the appropriate price from the Fuel Report for Clear Diesel, and charge applicable taxes/fees (which the inspection fee is exempt).

If an Agency specifically requests dyed (off-road) Diesel, Vendors must deliver Dyed (off-road) Diesel, charge the appropriate price from the Fuel Report, and charge applicable taxes/fees (which does include an inspection fee).

Fuel report:

Unit prices only include “Margin over OPIS”. A fuel report will be prepared by State Purchasing based off the “Rack AVG” pricing for the Montgomery Alabama location from the daily reports (M-F)* that State Purchasing subscribes to from OPIS.

*Excludes State and Federal Holidays.

Awarded vendors must register with State Purchasing to receive this report and must use these figures when invoicing Agencies purchasing fuel from this contract.

Vendors and Agencies purchasing fuel from this contract may email Terri Cole to receive the report: terri.cole@purchasing.alabama.gov

In the event fuel is delivered on a weekend or holiday (day that the fuel report is not done), Vendors may charge the higher of the report from the day before or the day after.

********** **Source of Fuel Report figures** **********

"OPIS Gross Clear" for < 10% ethanol regular, mid-range, and premium gasoline

"OPIS Gross CBOB Ethanol (10%)" for 10% Ethanol regular, mid-range, and premium gasoline

"OPIS Gross Ultra low sulfur distillate prices" for Clear Diesel

"OPIS Gross Ultra Low sulfur red dye distillate prices" for Red-Dyed Diesel

Quantity:

The exact quantity of fuel to be purchased is unknown and the State of Alabama does not guarantee any certain quantity to be purchased.

Minimums will apply as shown on each line (i.e. <1,000 gallons, 1,000 gallons - 8,199 gallons or 7,500 gallons or >, etc).

Specifications, Samples, Protocols, Analysis Reports:

Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the State. Information, if requested, must be supplied within 10 business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to Award or during the Contract.

Analysis reports must be performed by an independent laboratory of the State's choosing.

Failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in Bid Rejection or Contract Cancellation.

Bad Fuel:

If substantial proof is received that delivered fuel was not good (i.e. contained materials damaging to fuel tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in Contract Cancellation and possible Debarment on future bids by a time period determined by the State Purchasing Director.

Pricing:

Purchases from this Contract will be paid at the Contract unit price per gallon + the fuel report price per gallon (based on delivery date) + all applicable taxes/fees, as per federal, state, and local laws.

Delivery time frame:

Fuel must be delivered within 48 hours after order is placed by the Agency. Delivery time frame extensions will be dealt with on a case by case basis, provided the Vendor notifies State Purchasing and/or the Agency, in writing, of the problem and the anticipated delivery date. All late deliveries must be approved, in writing, by State Purchasing and/or the Agency.

Delivery Slip:

Vendors must provide agencies with a Delivery Slip showing the date of delivery, as well as the product and number of gallons delivered.

Invoices must match the bottom line total and not show any charges that are not shown on the contract.

Credit application or other forms:

Vendors may not require Agencies to complete credit application or other forms in order to receive fuel. "Fuel certificates of State or Local government use of diesel fuel and gasoline" may be sent to the Buyer for completion.

Taxes/Fees:

Awarded Vendors are responsible to notify State Purchasing of all applicable Federal/State/Local taxes/fees that Agencies purchasing from this contract will be responsible to pay, as well as to notify State Purchasing if/when taxes/fees change. Any changes to taxes/fees must be supported by official documentation of reason for change

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TERMS AND CONDITIONS FOR ALABAMA FUEL CONTRACT

Purpose:

This is a statewide contract for delivery of regular and diesel fuel, tank wagon and transport delivery to fuel tanks. Wet hosing or other types of delivery (i.e. delivery to generators or vehicles) is not included in this contract.

Pricing may be available to other local government entities, such as cities, counties, schools, universities, etc.

Assignment of contract:

To assign, sublet or transfer any contract resulting from this solicitation, the vendor's written request must be approved by the State Purchasing director.

Contract period:

Establish a 12 month contract with an option to extend for a Second, Third, Fourth and Fifth 12 month period with the same pricing, terms and conditions. The second, third, fourth and fifth 12 month period, if agreed by both parties, would begin the day after the first, second, third or fourth 12 month period expires. Any successive extension must have written approval of both the State and Vendor no later than 30 days prior to expiration of the previous 12 month period.

The contract will begin October 1, 2017, or upon award if award is after October 1, and will end September 30, 2018 to run concurrently with the current contracts.

Non-appropriation of funds:

Continuation of any agreement between the State and a bidder beyond a fiscal year is contingent upon continued legislative appropriation of funds for the purpose of this bid and any resulting agreement. Non-availability of funds at any time shall cause any agreement to become void and unenforceable and no liquidated damages shall accrue to the state as a result. The State will not incur liability beyond the payment of accrued agreement payment.

Proration:

Any provision of a contract resulting from this bid to the contrary notwithstanding, in the event of failure of the State to make payment hereunder as a result of partial unavailability, at the time such payment is due, of such sufficient revenues of the State to make such payment (proration of appropriated funds for the State having been declared by the governor pursuant to Section 41-4-90 of the Code of Alabama 1975), the contractor shall have the option, in addition to the other remedies of the contract, of renegotiating the contract (extending or changing payment terms or amounts) or terminating the contract.

Current Taxes/fees, federal/state/local required gasoline and diesel fuel (T104):

……Gasoline……Diesel
AL Excise…… 0.1800……$0.1900*

AL Inspection…… $0.0200……Exempt
…….or $0.0200**

Federal Oil Spill…….....$0.0019……$0.00214
Liability ……..

Federal Lust……..$0.0010…….$0.0010

AL Import Fee…….N/A……..$0.0075

*AL Excise Tax on diesel is for clear diesel only – not dyed
** State agencies are exempt for the inspection fee on clear diesel.
Other gov't agencies pay $0.02 per gallon. State agencies and
Other gov't agencies pay $0.02 per gallon on dyed diesel.
***County and city taxes to be paid as applicable.

BID #5624-FUEL

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
1000-8199 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0387
DAVISON FUEL	0.11
MANSFIELD OIL **	0.3206
WARING OIL	13.5
OAGG, INC	3.6314

GASOLINE UNLEADED REGULAR E-10 87 OCTANE RATING
8200 GALLONS OR MORE PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.0052
MANSFIELD OIL **	0.0226
DAVISON FUEL	0.042
WARING OIL	13.5
OAGG, INC	3.6314

DIESEL #2 (ULTRA LOW SULFUR) CLEAR ON ROAD
1000-2000 GALLONS PER DELIVERY (MARGIN PRICE PER GALLON)

PETROLEUM TRADERS	0.3500
MANSFIELD OIL **	0.3502
DAVISON FUEL	0.15
WARING OIL	14.5
OAGG, INC	3.8736

GASOLINE UNLEADED 89% OCTANE RATING, 0% ETHANOL
1000-2000 GALLONS PER DELIVERY

PETROLEUM TRADERS	0.3500
DAVISON FUEL	0.15
WARING OIL	18.5
MANSFIELD OIL**	.3825
OAGG, INC	3.9755

** DISCOUNT .0025/20 DAYS FROM DATE OF RECEIPT OF GOODS.

SEALED BID

Do Not Return Via Email or Fax

CITY OF MOBILE

BID SHEET

This is Not an Order

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: ms Buyer: 007

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/14/2021	**5624**	Various	As Specified

This bid must be received and stamped by the Purchasing office not later than: 11:00 AM, Thursday, October 28, 2021

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
	Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.					

FUEL

The City of Mobile requests bids for:
Regular E-10 Unleaded Gasoline, #2 Diesel Fuels, and Unleaded Gasoline, 89 Octane, 0% Ethane.

Prices on this bid are to remain firm for one (1) year from date of award. At the option of the City and the successful Vendor, the award may be extended for two (2) additional one (1) year periods.

Fuel must be delivered by the next day close of receiving hours. Hours are: 7:30 A.M. – 2:30 P.M., unless otherwise stated at time of order.

Delivery Tickets are required at the time of delivery. Ticket must state: Time and Date of delivery, Product, and Number of Gallons delivered. Fuel will be purchased at the Net Amount.

Exact quantity of fuel to be purchased is an estimate. The City does attempt to place orders for fuel as close to amount needed. The City does not guarantee exact quantity to be purchased.

The contract will be awarded to the Bidder having the lowest Mark-Up (margin) above the daily Oil Price Information Service (OPIS) prices. The City of Mobile uses the daily published State of Alabama OPIS prices, based off the "Rack Avg" pricing for the Montgomery, Alabama location. The margin is to include any and all charges, including profit and delivery charges, but must not include applicable taxes.

Purchase Orders will be paid by the daily OPIS Price (Day of Delivery of Fuel), the contracted Mark-Up (margin) price, and applicable taxes.

TOTAL

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are taxes that the City of Mobile pays on each gallon of fuel purchased:

Gasoline/E-10:	Al Inspection Fee	.02
	Al Trust Fund	.012
	Fed Lust	.001
	Fed Oil Spill E-10	.00214
	TOTAL	.03514

Diesel:	AL Inspection Fee	.02
	AL Wholesale Oil License Fee	.0075
	AL Storage Tank Fee	.012
	Fed Exc. Lust Govt Tax	.001
	Fed Env Rec Fee (Oil Spill)	.00214
	TOTAL	.04264

It is the responsibility of the awarded Vendor to notify in writing on company letterhead if and when the Tax rates change.

The City of Mobile purchases the following types of fuel:
Gasoline Unleaded Regular E-10 87 Octane Rating.
Gasoline may contain a maximum of 10% Ethanol.
Diesel #2 (Ultra Low Sulfur) Clear on Road.
Gasoline Unleaded 89 Octane, 0% Ethanol.

In the event fuel is delivered on a holiday (day that no Fuel Report is done), Vendors may charge the higher report price from the day before or the day after.

Specifications, Samples, Protocols, Analysis Reports:
Vendors may be required to submit Specifications, Samples, Protocols, and Analysis Reports, at no additional cost to the City. Information, if requested, must be supplied within five (5) business days.

Requests for Specifications, Samples, Protocols, and/or Analysis Reports may be made at any time prior to award or during the contract.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
				Dollars	Cents	Dollars	Cents

Analysis Reports must be performed by an independent laboratory that the City of Mobile chooses. If requested, failure to provide Specifications, Samples, Protocols, or Analysis Reports or to provide this information in a timely manner will result in bid rejection or contract cancellation.

BAD FUEL:
If substantial proof is received that delivered fuel was not good, (i.e. contained materials damaging to Fuel Tanks) or that the product does not meet specifications, the Vendor will be notified and will have an opportunity to make good on the delivery and any damages that occurred from the bad fuel. Repeated offenses will result in contract cancellation and possible exclusion on future bids by a time period determined by the City of Mobile Purchasing Agent.

If a Vendor breaks contract with the City of Mobile on this fuel contract, it may be excluded from the next two (2) fuel bids.

PRICING:
Gasoline Unleaded Regular E-10 87 Octane Rating
1000 – 8199 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded Regular E-10 87 Octane Rating
8200 Gallons or More per Delivery

_____
Margin Price per Gallon

Diesel #2 (Ultra Low Sulfur) Clear on Road
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

Gasoline Unleaded 89% Octane Rating, 0% Ethanol
1000 – 2000 Gallons per Delivery

_____
Margin Price per Gallon

TO BE AWARDED ON A PER ITEM BASIS.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

The following are Locations, Numbers, and Sizes of Fuel Tanks for the City of Mobile:

Motor Pool **745 South Broad St., Mobile, AL 36604**
1 Ea. 10,000 Gallon Tank
(Unleaded, in ground)

Municipal Garage **770 Gayle St., Mobile, AL 36604**
2 Ea. 10,000 Gallon Tanks
(Unleaded, in ground)

1 Ea. 2000 Gallon Tank
(Unleaded, above ground, 0% Ethanol)

3rd Precinct **2165 St. Stephens Rd., Mobile, AL 36617**
1 Ea. 4,000 Gallon Tank
(Unleaded, above ground, Bobtail Delivery only)

Langan Park **4901 Museum Dr., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)
2 Ea. 1,000 Gallon Tanks
(Diesel, in ground)

4th Precinct **8080 Airport Blvd., Mobile, AL 36608**
1 Ea. 10,000 Gallon Tank
(Unleaded, above ground)

The Wave Transit **1224 West I-65 Svc. Rd., S., Mobile, AL 36606**
1 Ea. 1,200 Gallon Tank
(Unleaded, above ground)

Fire Station #7 **5525 Commerce Blvd., Mobile, AL 36619**
1 Ea. 2000 Gallon Tank
(Diesel, above ground)

The City of Mobile has the right to add delivery Locations within Mobile City Police Jurisdiction.

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

BID CONTINUATION SHEET

Page_____ of _____

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

State any special conditions or ordering instructions:

No Bid Bond is required.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/.**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order.

State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase.

Questions pertaining to this bid may be emailed to: purchasing@cityofmobile.org .

ITEM BASIS AWARD

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

City of Mobile Business License is required. See Item 14 on Reverse of Page 1.

The City of Mobile does not accept Vendors' terms and conditions.

This bid must be signed and all pages returned including the terms and conditions on the Reverse of Page 1.

For additional information, contact:

purchasing@cityofmobile.org

CONTACT INFORMATION
(PLEASE PRINT)

COMPANY NAME _____

CONTACT NAME _____

COMPANY ADDRESS _____

_____

TELEPHONE NUMBER _____

FAX NUMBER _____

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Relya Gill Mallory, Capital Projects Administrator

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

To consolidate funds by transferring $67,500.00 from Capital Project #C0626 Pole Barn-Mounted Unit to C0634 Mounted Unit-New Training Facility.

Funding Source

Project # C0634 Mounted Unit-New Training Facility **Discretionary Funds**

Project String 2000.2000 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Police Mounted Unit-New Training Facility	Cover Memo	11/3/2022

REVIEWERS:

Department	Reviewer	Action	Date
Capital	Rhodes, Brenda	Approved	11/4/2022 - 9:21 AM
Legal	Kern, Chris	Approved	11/10/2022 - 10:45 AM
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:23 PM

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $67,500.00 be transferred from Capital Project #C0626 Pole Barn-Mounted Unit in the Alabama Municipal Trust Fund (Fund 2010) to Capital Project #C0634 Mounted Unit-New Training Facility.

These funds are being consolidated in an effort to prioritize construction of the Mounted Unit-Training Facility and better manage the costs.

Adopted: _____

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Jennifer Greene, Director of Programs and Project Management

Sponsored by:

Mayor William S. Stimpson, Councilman C.J. Small

Purpose and Scope of Project:

This contract is between the City of Mobile and Chris Brewer Contracting, Inc. to administer the Demolition of the Ziebach Waste Water Treatment Plant. The funding for the Demolition of the Ziebach Waste Water Treatment Plant is allocated from CIP by the City of Mobile for $484,027.75.

This project is the first step in preparing to transform the site into part of the Perch Creek Preserve, which will serve as a series of interconnected recreational parks at the south. The park masterplan repurposes a portion of the structures into restrooms, lookouts with vistas of Mobile Bay, and elements of the park structure.

Amount of Contract:

$484,027.75

Effective Date of Contract:

11/15/2022

Funding Source

Project # Demolition of Decomissioned Ziebach Waste Water Treatment Plant; 2022-2045-04

Discretionary Funds N/A

Project String C00432

Contract Number:4139

Budget Amendment **REDUCE** N/A **INCREASE** N/A

Grant Funds $0

Matching Funds $0 (no matching funds)

ATTACHMENTS:

Description	Type	Upload Date
Cover Letter	Cover Memo	11/9/2022

Resolution	Resolution Letter	11/9/2022
Capital Sheet	Backup Material	11/9/2022
Contract	Backup Material	11/9/2022
Bonds and Insurance	Backup Material	11/9/2022
Revised Capital Summary Sheet	Cover Memo	11/10/2022

REVIEWERS:

Department	Reviewer	Action	Date
Public Works	Greene, Jennifer	Approved	11/9/2022 - 6:03 PM
Capital	Rhodes, Brenda	Approved	11/10/2022 - 11:13 AM
Legal	Kern, Chris	Approved	11/10/2022 - 11:42 AM
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:22 PM

November 9, 2022

To Whom It May Concern:

Attached to this memo is a contract between the City of Mobile and Chris Brewer Contracting, Inc. to administer the Demolition of the Ziebach Waste Water Treatment Plant. The funding for the Demolition of the Ziebach Waste Water Treatment Plant is allocated from CIP by the City of Mobile for $484,027.75.

This project is the first step in preparing to transform the site into part of the Perch Creek Preserve, which will serve as a series of interconnected recreational parks at the south. The park masterplan repurposes a portion of the structures into restrooms, lookouts with vistas of Mobile Bay, and elements of the park structure.

We look forward to continued communication on this important CIP funded project. Please call either Jennifer Greene with questions at 251-208-7199 or email me at jennifer.greene@cityofmobile.org.

Respectfully,

Jennifer Greene
Director, Programs and Project Management
Public Works

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson
Councilman C. J. Small

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full. A copy of said executed agreement will be on file in the office of the City Clerk.

Name of Company: Chris Brewer Contracting, Inc.

Project Name: Ziebach Waste Water Treatment Plant – Demolition
COM Project No. 2022-2045-04

Cost: $484,027.75

Adopted:

_____

City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION_____

_____

CONTRACT AMOUNT _____

VENDOR NAME _____

VENDOR NUMBER_____

DEPT #_____ **DEPT NAME**_____

CONTRACT ADMINISTRATOR_____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages***.

Prepared by: _____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Contractor:
(Name, legal status, address and other information)

Chris Brewer Contracting, Inc.
P. O. Box 70211
Mobile, Alabama 36607

City of Mobile Business License No.: 071970
Secretary of State Registration No.: 239-704

for the following Project:
(Name, location and detailed description)

Ziebach Waste Water Treatment Plant - Demolition (Project No 2022-1045-04)
4612 Park Rd
Mobile, Alabama 36605

The Architect/Engineer:
(Name, legal status, address and other information)

Moffatt & Nichol, Inc.
11 North Water Street, Suite 20220
Mobile, Alabama 36602

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (1883647854)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS, INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others (See attachment Exhibit A).

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

(Paragraph deleted)

[X] A date set forth in a notice to proceed issued by the Owner.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[X] Not later than ninety (90) calendar days from the date of commencement of the Work.

(Table deleted)
(Paragraph deleted)

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be Four Hundred and Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($ 484,027.75), subject to additions and deductions as provided in the Contract Documents.

Base Bid:	$370,027.75
Contingency Allowance:	$114,000.00
Total Contract Sum:	$484,027.75

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item		Price
100A	Stockpile Trickle Filter Stone Aggregate (CREDIT)	(1,500.00)
	TOTAL	(1,500.00)

(Table deleted)
(Paragraphs deleted)

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)
(Row deleted)

1001	Allowance – Flowable Fill	150 CY	$300/CY	$45,000.00
1002	Allowance – Imported & Placed Backfill Material	1,000 CY	$10/CY	$19,000.00
N/A	Contingency Allowance			$50,000.00
	TOTAL			$114,000.00

Contingency Allowance: One Hundred and Fourteen Thousand Dollars and no cents ($114,000.00)

A. Contingency Allowance shall cover cost of material, labor, overhead, profit and other expenses for complete installation of items of additional work as required for a complete, functional project.
B. Contingency Allowance shall be used for unforeseen conditions not covered in the construction documents.
C. All extra work under this section must be authorized by the Owner, in writing, prior to materials or undertaking work.
D. Upon completion of the Work, the unused portion of the Allowance shall be credited back to the Owner in the form of a Change Order.
E. Allowances are subject to the same provision of AIA 201 Article 7.3.7.

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
1003 Demolition of Asphalt Pavement	SY (4,210 SY)	$6.75
1004 Demolition of Concrete Pavement	SY (1,500 CY)	$6.75
1013 Junction Box / Manhole Demolition	EA (11 EA)	$3,000.00
1014 Remove Manhole, Drainage Box	EA (4 EA)	$2,500.00
1016 4" thru 8" Piping Removal	LF (800 LF)	$18.00
1017 10" thru 15" Piping Removal	LF (100 LF)	$22.00
1018 18" thru 24" Piping Removal	LF (100 LF)	$25.00
1019 30" thru 42" Removal	LF (100 LF)	$35.00
1020 42" flowable fill pipe plug	EA (1 EA)	$750.00
1021 36" flowable fill pipe plug	EA (14 EA)	$600.00
1022 24" flowable fill pipe plug	EA (7 EA)	$500.00

Init.
/
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1023 18" flowable fill pipe plug	EA (7 EA)	$400.00
1024 Silt Fence	LF (1,165 LF)	$5.25
1025 Temporary Seeding	AC (2.8 AC)	$2,200.00
1026 Permanent Seeding	AC (2.8 AC)	$2,600.00
1028 Imported Topsoil Material Placement (4")	SY (418 SY)	$8.75
1029-1034 Imported Material Placement	CY (2,748.5 CY)	$19.00

§ 4.5 Liquidated damages:
(Insert terms and conditions for liquidated damages, if any.)

A time charge equal to two hundred fifty dollars and no cents ($250.00) per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than thirty (30) days after the date specified for the substantial Completion of the Work, the amount of which shall be deducted by the owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not as a penalty, but as liquidated damages sustained.

(Paragraphs deleted)

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the 25th of the month.

§ 5.1.3 Provided that an Application for Payment in acceptable format is received by the Architect/Engineer not later than the first 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the tenth 10th day of the following month. If an Application for Payment in acceptable format is received by the Architect/Engineer after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty (40) days after the Architect/Engineer receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect/Engineer may require. This accepted schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201, General Conditions of the Contract for Construction (including Owner's then-current modifications), and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing and insured as specified;

.3 Completed work shall be determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values.

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User Notes:
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§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect/Engineer has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect/Engineer may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.6.3 Any Progress Payment shall include partial release of liens for material and labor for previous application for payment amount approved and paid.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five percent (5%) of the first fifty percent (50%) of the completed work and after fifty percent (50%) completion has been accomplished, no further retainage shall be held from the original Contract Sum. Increases in the contract sum by Change Order shall also be subject to retainage.

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

(Paragraphs deleted)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

The net amount of the Retainage shall be equal to two and one half percent (2.5%) of total Contract Sum, as increased or decreased by Change Order.

§ 5.1.8 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

(Paragraph deleted)

§ 5.2 Final Payment

§ 5.2.1 Final monthly progress payment, constituting the entire unpaid balance of the Contract Sum, less retainage, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201 (including Owner's then-current modifications which may be obtained from the Owner or, alternatively, a copy of which is incorporated in the Project Manual and incorporated by reference herein as a part thereof), and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a Certificate of Substantial Completion has been issued by the Architect/Engineer/Owner and the project accepted.

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User Notes:
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§ 5.2.2 The Owner's final payment to the Contractor of retainage shall be made as follows:

The final two and one half percent (2.5%) of the total Contract Sum retained will not be paid until proof of publication is submitted and all written claims paid in full. Contractor to submit the following:

- Contractor's Affidavit of Payment of Debts and Claims (AIA form G706, included in contract documents) with
  a.) Contractor's Release or Waiver of Liens
  b.) Releases or Waivers of Liens from Subcontractors and Material and Equipment Suppliers;
- Contractor's Affidavit of Release of Liens (AIA form G706A, included in contract documents);
- Consent of Surety, if any, to final payment (AIA form G707, included in contract documents); and
- Any additional close out requirements per the contract documents
- Notarized Affidavit of Notice of Completion advertisement from publisher.

Contractor shall provide proof of publication of Notice of Completion in a local newspaper once per week for four (4) consecutive weeks, as required in the Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama quoted below. "The Contractor shall, immediately after the completion of the contract, give notice of Completion by an advertisement in a newspaper of general circulation published within the city or county in which the work has been done, for a period of four (4) consecutive weeks. A final settlement shall not be made upon the contract until the expiration of thirty (30) days after the completion of the notice. Proof of publication of the notice shall be made by the contractor to the authority by whom the contract was made by affidavit of the publisher and a printed copy of the notice published. If no newspaper is published in the county in which the work is done, the notice may be given by the contract." (Acts 1927, No. 39, 9.37; Acts 1935, No. 39, 9. 70; Code 1940, T. 50, Section 16; Acts 1983, No. 83-737, 9.1203; Acts 1989, No. 89-650m 9. 1284, Section 1; Acts 1994, No. 94-207, p, 270, Section 1; Acts 1997, No. 97-225, p. 348, Section 1.)

The Notice of Completion shall read as follows:

STATE OF ALABAMA
COUNTY OF MOBILE
NOTICE OF COMPLETION
In accordance with Chapter I, Title 39, Code of Alabama, 1975, NOTICE IS HEREBY given that Chris Brewer Contracting, Inc. has completed the contract for ZIEBACH WASTE WATER TREATMENT PLANT - DEMOLITION (2022-2045-04), Mobile, Alabama. All persons having any claims for labor, material or otherwise in connection with this project should immediately notify the Programs & Project Management Department, City of Mobile, P. O. Box 1827, Mobile, Alabama 36633-1827.

Publication of the Notice of Completion shall not begin until the Project has been accepted as Substantially Complete by the City of Mobile.

(Paragraphs deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Project Manager will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Project Manager.)*

N/A

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§ 6.2 Binding Dispute Resolution

Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to the Agreement or breach thereof shall be subject to legal proceedings unless the parties mutually agree otherwise. The method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

(Paragraph deleted)

[X] Litigation in a court of competent jurisdiction

(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner with thirty (30) days written notice to the Contractor. In the event of termination, the Contractor shall be compensated for services performed prior to termination.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201, General Conditions of the Contract for Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents. A copy of such amended, revised or supplemental provision is incorporated in the contract documents and hereby incorporated by reference herein as a part thereof.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

Programs and Project Management Department
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Randall Carter
Chris Brewer Contracting, Inc.
P. O. Box 70211
Mobile, Alabama 36607
randall@chrisbrewercontracting.com

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth below:

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The Contractor shall purchase and maintain from a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor form claims set forth below which may arise out of or result from the Contractor's operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18 of the General Conditions of the Contract for Construction.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the City of Mobile named as an additional insured. Contractor shall submit a Certificate of Insurance. Insurance companies listed as the "Companies Affording Coverage" shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation Insurance: - Statutory-amount and coverage as required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee
C.	Bodily Injury by Disease	$1,000,000 each policy

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations, independent contractors, and blanket contractual liability), specifically covering the obligations assumed by the Contractor for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury & Property Damage	$1,000,000 combined single limit

4. Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. General Aggregate Limit shall apply on a "Per Project" Basis.

Init. /

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E. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically items 11.1.1.8.3G herein below

F. Broad Form Property damage Coverage, including Completed Operations.

G. Personal Injury Liability, with employee's exclusions removed.

H. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.

I. Explosion and Collapse Hazard:
Included or X Not Applicable.

J. Underground Hazard:
Included or X Not Applicable.

5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry, until the Contracts is completed, Comprehensive Automobile Liability Coverage for Bodily Injury and property. Damage for any auto in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury & Property damage	$1,000,000 combined single limit

6. Umbrella/Excess Liability: $2,000,000 combined single limit each occurrence for bodily injury and/or property damage

7. Builder's Risk Coverage: The Contractor shall carry for the Owner, himself, and all Subcontractors a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrication or erection of any equipment.

8. A Surety authorized to do business in the State of Alabama shall furnish the required Insurance.

9. The standard ACORD™ format shall be provided. The ACORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc. if the bid price exceeds $50,000.00.

11. "In Rem" endorsement.

12. Borrowed Servant/Alternate Employer endorsement in favor of the City of Mobile.

The insurance shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

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Certificates of insurance acceptable to the Owner shall be filed with the Owner within seven (7) calendar days from date of issuance of contract forms for execution. Contractor shall deliver to the City of Mobile, certificates of insurance certifying the existence and limits of the insurance coverages along with separate policy endorsements. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile, and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies shall contain a provision that coverages afforded under the policies will not be cancelled subject to non-renewal nor material change, or allowed to expire without at least 30 days' (except 10 days from non-payment) prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the time. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

All policies of insurance, except worker's compensation, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by the City of Mobile and endorsed to waive rights of subrogation in favor of the City of Mobile.

The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Project Manager and Moffatt and Nichol, Inc. (Consultant) as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 8.5.2 The Contractor shall provide bonds as set forth below:
Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

The Labor and Material Payment Bond and the Performance Bond shall each be for one hundred percent (100%) of the Contract Sum.

1. Bond shall be submitted with the executed agreement on provided form(s).
2. Power of Attorney is required for both bonds.
3. A Surety authorized to do business in the State of Alabama shall furnish both bonds.
4. A Surety licensed to do business in the State of Alabama must execute the bonds.
5. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.
6. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

§ 8.6
(Paragraphs deleted)
Other provisions:

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Contractor shall provide a minimum one (1) year warranty from the date of substantial completion of all Labor and Materials for the Work covered by this contract. Labor and Material warranties required by other sections of the construction document shall not conflict with this provision. The most stringent warranty provision shall apply.

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A201, General Conditions of the Contract for

(Paragraphs deleted)

Construction, including Owner's then-current modifications, a copy of which is incorporated in the contract documents and incorporated by reference herein as a part thereof.

(Paragraph deleted)

.3 Drawings

Number	Title	Date
G-001	COVER SHEET	08-16-22
G-002	NOTES	08-16-22
G-003	ABBREVIATIONS AND LEGEND	08-16-22
V-100	SURVEY PLAN	08-16-22
V-101	SUBDIVISION PLAN	08-16-22
V-102	EXISTING CONDITIONS PLAN	08-16-22
V-103	AS-BUILT WWTP	08-16-22
CE-001	EROSION CONTROL NOTES	08-16-22
CE-103	INITIAL ESPC PLAN	08-16-22
CE-104	FINAL ESPC PLAN	08-16-22
CD-105	DEMOLITION PLAN	08-16-22
CG-106	GRADING PLAN	08-16-22
C-501	SECTIONS AND DETAILS	08-16-22
C-502	SEDIMENT AND EROSION CONTROL DETAILS	08-16-22
C-503	SEDIMENT AND EROSION CONTROL DETAILS	08-16-22
CE-301	PRIMARY CLARIFIER	08-16-22
CE-302	TRICKLE FILTER	08-16-22
CE-303	FINAL CLARIFER	08-16-22
CE-304	OFFICE BUILDING	08-16-22
CE-305	OFFICE BUILDING	08-16-22
CE-306	CONTACT CHAMBER	08-16-22
CE-307	CONTACT CHAMBER	08-16-22
CE-308	CONTACT CHAMBER	08-16-22
CE-309	CONTACT CHAMBER	08-16-22
CE-310	OUTFALL BOX	08-16-22
CE-311	ELECTRICAL SITE PLAN	08-16-22
CE-312	COMMINUTOR (TO REMAIN)	08-16-22
CE-313	DEGRITTER (TO REMAIN)	08-16-22
CE-314	HEADWORKS (TO REMAIN)	08-16-22
CE-315	DIGESTER (TO REMAIN)	08-16-22
CE-316	SHOP – CO2 (TO REMAIN)	08-16-22
CE-317	SHOP – CO2 (TO REMAIN)	08-16-22

.4 Specifications

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Section 01100	Definition of Bid Items	8-17-22
Section 01 10 00	Summary of Work	8-17-22
Section 01 14 00	Testing Laboratory Services	8-17-22

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Section 01 70 00	Contract Closeout	8-17-22
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Section 02 22 40	Fill and Backfill	8-17-22
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.5 Addenda, if any:

Number	**Date**

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.6 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

(Table deleted)

§ 9.2 [ ] Supplementary and other Conditions of the Contract:

Document	**Title**	**Date**	**Pages**

§ 9.2.1 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

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BID SUBMITTAL DOCUMENTS

Bid Bond
Bid Form
Sales Tax Form C-3A
Subcontracting and Major Supplier Plan

CONTRACT DOCUMENTS

Performance Bond
Labor and Material Payment Bond
E-Verify
Certificate of Insurance and Builder's Risk Policy

§ 9.2.2 Contractor shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

§ 9.2.3 Best Management Practices (BMPs):
The Contractor shall be responsible for providing, implementing and maintaining BMPs for sediment and erosion control in full compliance with all applicable Local, State and Federal Codes and Ordinances throughout the contract period.

§ 9.2.4 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

§ 9.2.5 Public Contracts with Entities Engaging in certain Boycott Activities:
By signing this contract, the Contractor further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

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This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
William S. Stimpson, Mayor City of Mobile	Chris Brewer, President Chris Brewer Contracting, Inc.
(Printed name and title)	*(Printed name and title)*

ATTEST:

City Clerk

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AIA® Document A201™ – 2007

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)
Ziebach Waste Water Treatment Plant - Demolition
4612 Park Rd.
Mobile, Alabama 36605
Project No 2022-2045-04

THE OWNER:
(Name, legal status and address)
City of Mobile
Programs & Project Management
P. O. Box 1827
Mobile, Alabama 36633-1827

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

THE ARCHITECT:
(Name, legal status and address)
Moffatt & Nichol, Inc.
11 North Water Street, Suite 20220
Mobile, Alabama 26602

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 BASIC DEFINITIONS

§ 1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

§ 1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by separate contractors.

§ 1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

§ 1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 INSTRUMENTS OF SERVICE

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, Project Manual, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER

§ 2.1 GENERAL

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 ~~The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or

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the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the ~~site.~~ site, as may be required. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 ~~Unless otherwise provided in the Contract Documents, the~~ The Owner shall furnish to the Contractor ~~one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~up to ten copies of the drawings and specifications as required for Contractor's execution of the Work. Any additional sets of documents that the contractor desires for construction of the Project will be issued to contractor at actual printing and handling costs.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR

§ 3.1 GENERAL

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

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§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Architect and shall not proceed with that portion of the Work without further written instructions from the Architect. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

3.3.4 Three (3) days after the opening of the Bids, the Contractor shall furnish for written approval, an outline of the education, experience and character of the Contractor's project manager, superintendent and engineer. Any future substitution must have prior written approval of the Architect.

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§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Architect in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to ~~them.~~them.

3.4.4 The Contractor's or his Subcontractor's supervisors and workmen engaged on special work or skilled Work in any supervisory position or trade shall be qualified and have had sufficient education, training and experience as a recognized professional or master mechanic in such Work to perform it properly and satisfactorily as prescribed in the Contract Documents.

3.4.5 Any project manager, superintendent, engineer, foreman or workman employed by the Contractor or by a subcontractor who, in the sole opinion of the Architect, does not perform his Work in a proper and skillful manner or becomes party to disrespectful, intemperate, disorderly, intoxicated, or dishonest behavior, or uses foul language, fights, commits criminal act(s) falsifies records and construction, covers-up faulty Work or materials, does not comprehend or follow instructions, does not get along with the Architect or Owner's representative, or is otherwise objectionable, shall, at the written request by the Architect, be discharged 24 hours by the Contractor or Subcontractor employing such project manager, superintendent, engineer, foreman or workman, and shall not be employed again or any portion of the Work without the written consent of the Architect.

3.4.6 Should the Contractor fail to remove such person or persons specified in Article 3.4.5 hereinabove or fail to furnish suitable and sufficient machinery, equipment, materials or qualified labor force for the proper execution of the Work, the Architect may withhold all payments which are or may become due the Contractor or may suspend the Work until such orders are complied with.

3.4.7 Contractor shall abide by provisions of Section 14-1 and Section 14.2, Code of the City of Mobile, originally adopted December 10, 1991. Prohibiting Discrimination in Employment by Contractors, Subcontractors and Vendors performing Work and providing materials and supplies for the City of Mobile. A copy of said Code is located in the City's Projects Architectural Engineering Department. Certification of compliance with this requirement shall be made for all persons involved in the Work by the signature of the General Contractor on the Bid Form (Section 00410).

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

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§ 3.7 ~~PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS~~
PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure ~~and pay for the building permit as well as for~~ City of Mobile building permit without cost, and shall secure and pay for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

3.7.1.1 The Contractor shall secure building and other permits customarily obtained from the City of Mobile at no cost.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 ~~Allowances~~ allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 ~~Whenever~~ whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the name and qualifications of a proposed superintendent. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to the proposed superintendent or (2) that the Architect requires additional time to review. Failure of the Architect to reply within the 14 day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

§ 3.10.1 The Contractor, ~~promptly~~ within ten (10) business days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Architect's approval. The Architect's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Architect and shall be delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals

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upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents ~~in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule,~~ with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Architect without action. Wherever Shop Drawings are required in these Specifications, Shop Drawings shall be submitted for approval before materials are fabricated. Drawings shall show complete details. The General Contractor shall check and approve them either in writing or by stamp before forwarding to the Architect. The Architect will mark copies "Approved" if correct; or, "Approved As Noted" if only minor corrections are necessary. If major corrections are necessary they will be noted on the Shop Drawings and they will be returned to the Contractor for correction and resubmission. Submit four (4) copies for Architect's and Owner's use plus the number of copies the contractor requires for his own use.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such written notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor

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shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

§ 3.13 USE OF SITE

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING

§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and Architect access to the Work in preparation and progress wherever located.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Architect.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity ~~that~~ which would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be

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liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

3.19 As applicable, the Contractor shall be responsible at the appropriate time during construction of the Project to have all permanent meters installed (electrical, water, gas, etc.) and all utilities connected prior to the time of Final Inspection. The Contractor shall pay all utilities costs until the Project is accepted by the City of Mobile.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Owner shall retain an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number. "Architect" may also designate the Licensed Designer of the Project and may be an Engineer or Landscape Architect.

§ 4.1.2 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Architect. Consent shall not be unreasonably withheld.

§ 4.1.3 If the employment of the Architect is terminated, the Owner shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative ~~during construction until the date the Architect issues the final Certificate for Payment.~~ (1) during construction (2) until all conditions necessary for the final completion and payment have been fulfilled and (3) with the Owner's concurrence, from time to time during the one-year period for correction of Work described in Section 12.2. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract ~~Documents.~~Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Architect about matters arising out of or relating to the Contract. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

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§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5 and 3.12. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more project representatives to assist in carrying out the Architect's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.1 ~~Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract,~~ The apparent low bidder, within (3) days after bids are opened shall furnish in writing to the Owner through the Architect the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Architect may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the Architect has reasonable objection to any such proposed person or entity or (2) that the Architect requires additional time for review. Failure of the Owner or Architect to reply within the ~~14 day~~ 14 day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. ~~If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.~~

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person or entity previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

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.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ may be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10, 11 and 12.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

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§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 GENERAL

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. The total of all Change Orders on each contract shall not exceed ten percent (10%) of the contract price for each project and shall be subject to at least one of the following criteria:

.1 Minor changes for a total monetary value less than required for competitive bidding under the State Competitive Bid Laws.

.2 Changes for matters relatively minor and incidental to the original contract necessitated by unforeseen circumstances arising during the course of the Work.

.3 Emergencies arising during the course of the Work on the Contract.

.4 Changes or Alternates provided for in the original bidding where there is no difference in price on the Change Order from the original best bid on the Alternate.

.5 Changes of relatively minor items not contemplated when the plans and specifications were prepared and the project was bid which are in the public interest.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor and Architect; a Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor; an order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 CHANGE ORDERS

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

.4 There shall be attached to each Change Order a signed statement from the Architect containing the following:

A. A statement of what the Change Order covers and who instituted the Change Order and why it is necessary or desired.

B. A statement setting forth the reasons for using the Change Order method rather than taking new competitive bids.

C. A statement that all prices have been reviewed and found reasonable, fair and equitable and recommending approval of the same.

§ 7.3 CONSTRUCTION CHANGE DIRECTIVES

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes

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in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices ~~shall~~ may be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.6 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the method and the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an ~~amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ allowance of 10% mark-up on Subcontractor's direct cost (actual cost of Labor & Materials) and 15% mark-up on a Contractor's direct (actual cost of Labor & Materials). In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

.1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;

.2 Costs of materials, supplies and equipment, including cost of transportation, ~~whether incorporated or consumed;~~ actually incorporated or consumed in the work;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented ~~from~~ by the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work; and

.5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be

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reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 MINOR CHANGES IN THE WORK

The Architect has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Architect and shall be binding on the Owner and Contractor.

ARTICLE 8 TIME

§ 8.1 DEFINITIONS

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

.1 No Work shall commence and no materials ordered until the Owner issues the written Notice to Proceed.

.2 The Work shall be commenced within ten (10) days of the date of a written Notice to Proceed.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner or Architect, or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control; or by delay authorized by the ~~Owner pending mediation and arbitration;~~ Owner; or by other causes that the Architect determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

8.4 LIQUIDATED DAMAGES

8.4.1 Time is the essence of the Contract. Any delay in the completion of the Work as provided for in the Contract Documents will cause inconvenience to the public and loss and damage to the Owner in interest, and in additional administrative, architectural, inspection, and supervision charges.

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Therefore, a time charge equal to $250.00 per calendar day will be made against the Contractor for the entire period that any part of the Work remains uncompleted or any required closeouts documents are not acceptably submitted for more than 30 days after the time specified for the Substantial Completion of the Work, the amount of which shall be deducted by the Owner, and shall be retained by the Owner out of monies otherwise due the Contractor in the final payment, not s a penalty, but as liquidated damages sustained.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

.1 Unit Prices and Allowances, if stated in the Contract Documents, shall be identified within the Schedule of Values.

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 ~~At least ten days before the date established for each progress payment, the~~ The Contractor shall submit to the Architect ~~an itemized Application for Payment prepared in accordance with the~~ on the first of each month; for Work done through the 25th of the preceding month, four (4) original, itemized Applications for Payment for Work completed in accordance with the accepted schedule of values, if required under Section ~~9.2,~~ 9.2., for completed portions of the Work. Such application shall be ~~notarized, if required,~~ notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Architect may require, such ~~as~~ copies of requisitions from ~~Subcontractors~~ subcontractors and material suppliers, and shall reflect retainage ~~if provided for in the Contract Documents~~ and documents as follows:

.1 Until the final payment is made, the Owner shall pay ninety-seven and one half percent (97.5%) of the amount due the Contractor on account of progress payments (note: the 2-1/2% retainage is calculated by withholding the first 5% of the first 50% of the work completed); and

.2 The Contractor shall provide documentation substantiating that test, inspections and approvals for portions of Work included in an Application for Payment and required by the Contract Documents, or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction were made at the appropriate time.

§ 9.3.1.1 ~~As provided in Section 7.3.9, such~~ Such applications may include requests for payment on account of changes in the ~~Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.~~ Work, which have been authorized and approved by properly executed Change Order(s).

§ 9.3.1.2 ~~Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.~~ Such applications may Include requests for payment on account of changes in the Work, which have been authorized and approve by properly executed Change Order(s).

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.

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§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a separate contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the

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Owner makes payments by joint check, the Owner shall notify the Architect and the Architect will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven days after receipt of payment from the Owner the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.7 FAILURE OF PAYMENT

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the ~~Architect or awarded by binding dispute resolution,~~ Architect, then the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time ~~shall~~ may be extended appropriately and the Contract Sum ~~shall~~ may be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

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§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such ~~Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~ Work.

§ 9.9 PARTIAL OCCUPANCY OR USE

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Section 11.3.1.5 and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed

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to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final ~~payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.~~payment, (5), contractors Affidavit of Release of Liens, (6) separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers (7) written warranty on Contractor's letterhead covering materials and labor for one year, and (8) the advertisement of completion. The Contractor shall provide proof of publication of Advertisement of completion in a local newspaper for four (4) consecutive weeks, as required in Title 39, Section 39-1-1, Subsection (f), of the Code of Alabama. The final 2.5% retained will not be paid until proof of publication is submitted and all written claims paid in full. This advertisement shall not begin until the City of Mobile has accepted the Project.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the ~~Contractor or by issuance of Change Orders affecting final completion,~~ Contractor, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

.1 ~~liens,~~ Claims, security interests or encumbrances arising out of the Contract and unsettled;

.2 failure of the Work to comply with the requirements of the Contract Documents; or

.3 terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall comply with all Federal, State and Local law regarding safety including the requirements of the Occupational Safety and Health Act of 1970, Public Law #91-596, latest revision. Contractor shall take all other reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

.1 employees on the Work and other persons who may be affected thereby;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

.4 The Contractor shall be responsible for damage done to buried cables and other utilities by its equipment and shall contact the appropriate offices prior to construction for information depth, etc., of utilities in the area.

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§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and ~~loss (other than damage or loss insured under property insurance required by the Contract Documents)~~ loss) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and ~~start-up.~~start-up, except to the extent that any such delay is attributable to the Contractor's objection to the persons or entities whom Owner shall have furnished to perform the task of removal of safe containment of such material or substance.

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§ 10.3.3 ~~To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.~~

§ 10.3.4 The Owner shall not be responsible ~~under this Section 10.3 for materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.~~for materials or substances brought to the site by the Contractor regardless of whether such materials or substances were required by the Contract Documents.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence or wantonness on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner ~~shall indemnify~~ may reimburse the Contractor for all reasonable cost and expense thereby incurred.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency ~~shall~~ may be determined only as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

.1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

.4 Claims for damages insured by usual personal injury liability coverage;

.5 Claims for damages, ~~other than to the Work itself,~~ because of injury to or destruction of tangible property, including loss of use resulting therefrom;

.6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

.7 Claims for bodily injury or property damage arising out of completed operations; and

.8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

The Contractor shall take out and maintain during the life of the Contract no less than the following amounts of insurance with the Owner named as an additional insured. Contractor shall submit a Certificate of Insurance and a supplemental Attachment for Certificate of Insurance 25-2 (7/90), AIA Document G715, Insurance companies listed as the "Companies Affording Coverage"

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shall be authorized by the Secretary of the State of Alabama. Insurance produced out of the State of Alabama must be signed or counter signed by a Resident Agent of Alabama, with the Resident Agent's name, address and telephone number typed or printed on the face of the Certificate of Insurance.

.1 Workmen's Compensation and Employer's Liability Insurance: - Statutory-amount and coverage as required by law of place in which the Work is performed.

.2 Employee's Liability Insurance shall be provided for limits of liability not less than:

A.	Bodily Injury by Accident	$1,000,000 each accident
B.	Bodily Injury by Disease	$1,000,000 each employee

.3 The Contractor shall provide Broad Form (commonly termed Comprehensive) General Liability Insurance (including premises-product-completed operations) for limits of liability not less than:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property Damage	$1,000,000 each occurrence; or
C.	Bodily Injury & Property Damage	$1,000,000 combined single limit

4. Such comprehensive policy shall include the following:

A. All liability of the Contractor, for the Contractor's Direct Operations.
B. Subcontractor's Operations.
C. Completed Operations Cover, thereby meaning any loss which shall occur after the contract has been completed, but which can be traced back to the Contract.
D. Contractual Liability, meaning thereby; any risk assumed by the Contractor under Hold Harmless Agreements or any other assumption of liability, but specifically Items 11.1.1.8.3G herein below
E. Broad Form Property damage Coverage, including Completed Operations.
F. Personal Injury Liability, with employee's exclusions removed.
G. The Contractor shall indemnify and save harmless the Owner against all loss, cost, or damaged on account of injuries to persons or property occurring in the performance of the Contract, including all reasonable attorney's fees incurred by the Owner, on account thereof.
H. Explosion and Collapse Hazard:
Included or ☒ Not Applicable.
I. Underground Hazard:
Included or ☒ Not Applicable.

5. The Contractor shall carry for himself and shall require that all Subcontractors and all Owners of Automobiles or trucks rented or hired on the contract carry until the Contract is completed. Comprehensive Automobile Liability Coverage for Bodily Injury and property Damage in amounts not less than the minimum amounts as indicated. The Contractor and Subcontractor shall also carry for themselves insurance for all non-owned and hired automobile at the limits of liability as indicated below:

A.	Bodily Injury	$1,000,000 each person $1,000,000 each occurrence
B.	Property damage	$1,000,000 each occurrence; or,
C.	Bodily Injury & Property damage	$1,000,000 combined single limit

6. Excess Liability: $2,000,000 limit

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7. Builder's Risk Coverage. The Contractor shall carry for the Owner, himself, and all Subcontractor's a Builder's Risk Policy to cover the full amount of the Contract during construction, fabrications or erection of any equipment.

8. A Surety authorized to do business in the State of Alabama shall furnish the required insurance.

9. The ACCORD™ Certificate must be signed or countersigned by a Licensed Resident Agent of the State of Alabama and the agent's name, address and telephone number must appear on the face of the certificate.

10. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. best Company, Inc., if the bid price exceeds $50,000.00

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's ~~consultants~~ Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

§ 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

§ 11.3 PROPERTY INSURANCE

§ 11.3.1 ~~Unless otherwise provided, the Owner~~ The Contractor shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional ~~deductibles.~~ deductibles (See 11.1.1 Supplement Builder's Risk Coverage). Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

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§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the ~~Owner~~ Contractor shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

~~§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.~~

~~§ 11.3.2 BOILER AND MACHINERY INSURANCE~~

~~The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.~~

~~§ 11.3.3 LOSS OF USE INSURANCE~~

~~The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.~~

~~§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.~~

~~§ 11.3.5 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.~~

~~§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable~~

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~~conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.~~

~~§ 11.3.7 WAIVERS OF SUBROGATION~~

~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Architect, Architect's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.~~

~~§ 11.3.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.~~

~~§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.~~

~~§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The ~~Owner shall have the right to require the Contractor to~~ Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising ~~thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.~~thereunder.

§ 11.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

11.4.3. The Labor and Material Payment Bond and Performance Bond shall each be for one hundred percent (100%) of the Contract price if the Contract Price is greater than $10,000.00

1. Cost of the bonds shall be included in the bid.

2. Bonds shall be submitted with the executed agreement on provided form(s).

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3. Power of Attorney is required for both bonds.

4. A Surety authorized to do business in the State of Alabama shall furnish both bonds.

5. A Surety licensed to do business in the State of Alabama must execute the bonds.

6. Each bond must be signed or countersigned by a Resident Agent of the State of Alabama.

7. The Surety must have a minimum rating of A/Class VI as reported in the latest issue of Best's Key Rating Guide Property-Casualty, published by Alfred M. Best Company, Inc., if the bid price exceeds $50,000.00.

8. The Surety company shall be required to execute AIA Document G-707, "Consent of Surety to Final Payment" prior to Final Payment being made to the Contractor.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

§ 12.2 CORRECTION OF WORK

§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

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§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 GOVERNING LAW

The Contract shall be governed by the law of the ~~place where the Project is located except that, if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.~~

State of Alabama.

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

13.2.3 No assignment of the Contract shall be made without the written permission of Surety providing bonding and the City of Mobile.

§ 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES

§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Architect or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

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authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Architect, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Architect's services and expenses shall be at the Contractor's expense.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.5.5 If the Architect is to observe tests, inspections or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.5.7 Test, inspections or approvals made in addition to the Architects normal design and contract administration services caused by the Contractor shall be paid for by the Contractor. The normal service schedule is contained in Article 2.8.1 of AIA B102-2007 as amended by the Owner and is available to Contractor on request.

13.5.8 The Contractor must call the Urban Development Department of the City of Mobile for their inspections and approval at the times required by the Urban Development Department, as well as notify the Architect, Consulting Engineer, and/or Test Laboratory, for inspection and approval of sub-grade conditions, under slab and footing Conditions, vapor barrier placement, reinforcing steel placement, all structural connections, electrical, mechanical, etc. None of the above will be accepted that have been covered up before receiving approval of the Architect or his Consultant.

§ 13.6 INTEREST

~~Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~

§ 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

13.8 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

13.8.1 As between the Owner and Contractor:

1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such date of Substantial Completion;

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2. Between Substantial Completion and Final Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion and prior to the final payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all event snot later than the date of issuance of the final Certificate for Payment; and

3. After Final Payment. As to acts or failures to act occurring after the relevant date of the final Payment, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provided under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Section 12.2, or the date of actual commission of any other act or failure to perform any duty or obligation by the Contractor or Owner, whichever occurs last.

13.9 SUBSTITUTION OF MATERIALS AND EQUIPMENT

13.9.1 Whenever a material, article or piece of equipment is identified on the Drawings or in the Specifications by reference to manufacturer's or vendor's names, trade names, catalog numbers, or the like, it is so identified for the purpose of establishing a standard, and any material, article, or piece of equipment of other manufacturers or vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or piece of equipment so proposed is, in the opinion of the Architect, of equal substance, appearance and function. It shall not be purchased or installed by the Contractor without the Architect's written approval.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 TERMINATION BY THE CONTRACTOR

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work ~~executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.~~ executed.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

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§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time ~~shall~~ may be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of ~~such termination, along with reasonable overhead and profit on the Work not executed.~~termination.

Init.
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ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated ~~by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party must be initiated~~ within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant ~~first recognizes~~ acting with due diligence, reasonable should have first recognized the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Architect and the other party.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE

Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Architect will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST

If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the ~~Work.~~ Work giving rise to such claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit ~~except anticipated profit arising directly from the Work.~~

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been

rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the ~~Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion,~~ Architect reasonably concludes that, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons ~~therefor;~~ therefore; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties ~~but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~

~~**§ 15.2.6** Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~

~~**§ 15.2.6.1** Either party may, within 30 days from the date of an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall not be subject to mediation as a condition precedent to binding dispute resolution.

~~**§ 15.3.2** The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in~~

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writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

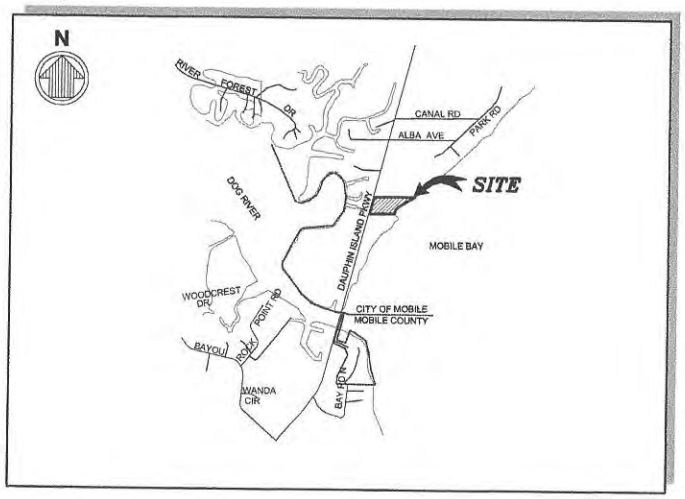
§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

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ZIEBACH WWTP DEMOLITION

PROJECT NO. 2022-2045-04
PARK ROAD
MOBILE BAY, ALABAMA



VICINITY MAP
SCALE: NTS

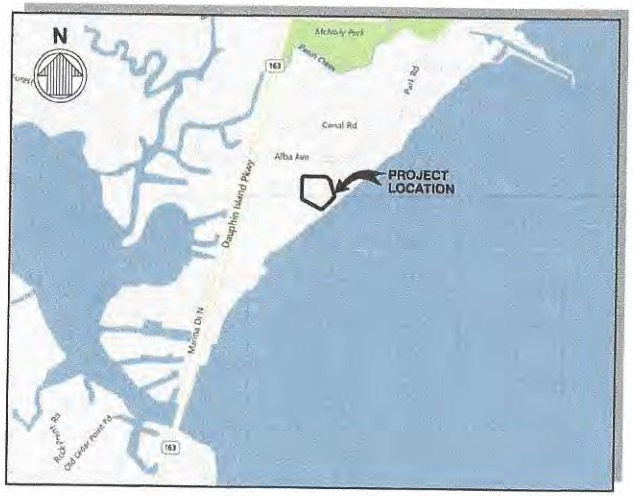
CONTACTS:

CITY OF MOBILE
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EMAIL: EMMA.COCHRAN@CITYOFMOBILE.ORG

ENGINEERING CONSULTANT
MR. ERIC GRANRUD, P.E.
11 N. WATER ST., SUITE 20220
MOBILE, AL 36602
PH: (225) 610-1934
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2	G-002	NOTES
3	G-003	ABBREVIATIONS AND LEGEND
4	V-100	SURVEY PLAN
5	V-101	SUBDIVISION PLAN
6	V-102	EXISTING CONDITIONS PLAN
7	V-103	AS-BUILT WWTP
8	CE-001	EROSION CONTROL NOTES
9	CE-103	INITIAL ESPC PLAN
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18	CE-303	FINAL CLARIFIER
19	CE-304	OFFICE BUILDING
20	CE-305	OFFICE BUILDING
21	CE-306	CONTACT CHAMBER
22	CE-307	CONTACT CHAMBER
23	CE-308	CONTACT CHAMBER
24	CE-309	CONTACT CHAMBER
25	CE-310	OUTFALL BOX
26	CE-311	ELECTRICAL SITE PLAN
27	CE-312	COMMINUTOR (TO REMAIN)
28	CE-313	DEGRITTER (TO REMAIN)
29	CE-314	HEADWORKS (TO REMAIN)
30	CE-315	DIGESTER (TO REMAIN)
31	CE-316	SHOP - CO2 (TO REMAIN)
32	CE-317	SHOP - CO2 (TO REMAIN)

PROJECT ADDRESS:
4601 Park Road, Mobile, AL 36618
Parcel # R023213400001026



LOCATION PLAN
SCALE: NTS

Digitally signed by Eric Granrud
Date: 2022.08.17 14:27:33 -05'00'

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

COVER SHEET

Designed by: EGRANRUD
Drawn by: PMCOUAME
Checked by: EGRANRUD
Submitted by: ERIC GRANRUD, P.E. No. 36459
Date: 08-16-22
Job/Project No.: 10436 - 00
Drawing Scale:
Plot Scale: 1:1 (D SHEET)

ALABAMA LICENSED PROFESSIONAL ENGINEER
No. 36459 PROFESSIONAL ENGINEER
ERIC J. GRANRUD
SEAL

Sheet Reference No.
G-001
INDEX: 1 OF 32

File: Q:\BR\10436_Mobile Bay Shore Rd, City of Mobile\0300_CAD_Active_Demo\Set1\04502-001 - Plotted: 8/17/2022 1:39 PM by EGRANRUD, ERIC - Saved: 8/17/2022 1:12 AM by EGRANRUD

GENERAL NOTES

1. THE FOLLOWING NOTES ARE NOT INTENDED TO REPLACE SPECIFICATIONS. SEE SPECIFICATIONS FOR REQUIREMENTS IN ADDITION TO GENERAL NOTES.
2. THE CONTRACTOR SHALL OBTAIN ALL APPLICABLE PERMITS AND LICENSES AND KEEP COPIES OF THE SAME ON SITE DURING CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS SHOWN ON THE PLANS WITH THE EXISTING CONDITIONS IN THE FIELD PRIOR TO COMMENCING DEMOLITION, FABRICATION, AND CONSTRUCTION. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER'S REPRESENTATIVE OF DISCREPANCIES BETWEEN EXISTING CONDITIONS AND THE CONTRACT DOCUMENTS.
4. ALL INFORMATION SHOWN ON THESE DRAWINGS RELATIVE TO EXISTING CONDITIONS IS GIVEN AS THE BEST PRESENT KNOWLEDGE, BUT WITHOUT GUARANTEE OF ACCURACY. THE CONTRACTOR SHALL REPORT IMMEDIATELY TO THE OWNER ANY CONDITIONS CONFLICTING WITH THE DRAWINGS. FIELD MODIFICATIONS TO THE DRAWINGS SHALL NOT BE MADE WITHOUT THE CONSENT OF THE OWNER'S REPRESENTATIVE.
5. THE CONTRACTOR SHALL ENSURE THAT ALL SURFACE DRAINAGE WITHIN AND NEAR THE AREA OF WORK ARE KEPT FREE FROM MATERIAL SUCH AS SEDIMENT THAT COULD DISCHARGE INTO MOBILE BAY. UPON COMPLETION OF CONSTRUCTION, REMOVE ACCUMULATED SEDIMENT FROM SILT FENCE AND TEMPORARY SEDIMENT TRAPS AND DISPOSE OF OFFSITE OR IN ACCEPTABLE LOCATION AND MANNER WITHIN THE OWNER'S PROPERTY.
6. ALL AREAS OUTSIDE THE "PROJECT LIMITS" WHICH ARE DAMAGED BY THE CONTRACTOR, SHALL BE RESTORED BY THE CONTRACTOR TO THEIR ORIGINAL CONDITION. THE RESTORATION SHALL BE DONE AT NO ADDITIONAL COST TO THE OWNER.
7. SAFE CONSTRUCTION EXCAVATION SLOPES AND SHORING ARE THE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD COMPLY WITH ALL OSHA AND OTHER APPLICABLE SAFETY REGULATIONS.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE CONSTRUCTION SITE AND THE AREAS OF WORK WHILE PERFORMING THE WORK OF THIS CONTRACT. CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE CONSTRUCTION SITE ON A DAILY BASIS. NO BURNING OF DEBRIS SHALL BE PERMITTED.
9. THE CONTRACTOR SHALL ABIDE BY ALL APPLICABLE LOCAL, STATE AND FEDERAL ENVIRONMENTAL PROTECTION STANDARDS, LAWS AND REGULATIONS.
10. ALL APPLICABLE SAFETY REGULATIONS SHALL BE FOLLOWED. METHODS OF DEMOLITION, CONSTRUCTION, AND ERECTION OF STRUCTURAL MATERIAL IS THE CONTRACTOR'S RESPONSIBILITY.
11. THE CONTRACTOR SHALL PREPARE AS-BUILT DRAWINGS INDICATING WHERE ABANDONED IN PLACE FOUNDATIONS AND DRAINS ARE APPROXIMATELY LOCATED IN HORIZONTAL AND VERTICAL DIMENSIONS.
12. ALL INGRESS AND EGRESS TO THE CONSTRUCTION SITE SHALL BE KEPT READILY ACCESSIBLE AND UNOBSTRUCTED AT ALL TIMES. CONSTRUCTION EQUIPMENT WILL NOT BE PERMITTED TO OBSTRUCT ROADWAYS AND/OR PASSAGEWAYS. ANY DEBRIS FALLING ON ROADWAYS AS A RESULT OF CONTRACTOR HAULING MATERIAL OR MOVING EQUIPMENT SHALL BE IMMEDIATELY CLEANED UP.
13. ALL PRECAUTIONS SHALL BE TAKEN AS NECESSARY OR MAY BE REQUIRED, TO PERMANENTLY PREVENT CONTAMINATED WATER, GASOLINE OR ANY OTHER CONTAMINANT FROM ENTERING EXCAVATIONS MADE DURING THE CONTRACT WORK.
14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL WORK ON THE CONTRACT DOCUMENTS INCLUDING DEMOLITION AND REMOVALS AND INSTALLATION OF ALL MATERIALS IN COMPLIANCE WITH CODES, RULES AND REGULATIONS GOVERNING SAID WORK.
15. THE CONTRACTOR SHALL KEEP AND MAINTAIN A SET OF PROJECT PLANS AND SPECIFICATIONS ON THE SITE AT ALL TIMES.

COORDINATION

1. THE CONTRACTOR SHALL COORDINATE CONSTRUCTION ACTIVITIES WITH THE OWNER AND/OR THEIR ASSIGNED REPRESENTATIVE.
2. THE CONTRACTOR SHALL SUBMIT A SCHEDULE FOR CONSTRUCTION TO OWNER, IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS.
3. A TRAFFIC CONTROL PLAN THRU NEIGHBORHOOD USING PUBLIC STREETS SHALL BE MUTUALLY AGREED UPON BETWEEN CONTRACTOR AND CITY OF MOBILE (OWNER).
4. THE EXISTING PUMP STATION FACILITY (OWNED AND OPERATED BY MAWSS) LOCATED WITHIN THE PROJECT SITE SHALL REMAIN OPERATIONAL AT ALL TIMES.

UTILITIES

1. PRIOR TO CONSTRUCTION OR EXCAVATION, THE CONTRACTOR SHALL ASSUME THE RESPONSIBILITY OF LOCATING ANY AND ALL UNDERGROUND UTILITIES (PUBLIC OR PRIVATE) THAT MAY EXIST OR CROSS THROUGH THE AREA OF CONSTRUCTION WHETHER OR NOT THEY ARE SHOWN ON THESE PLANS.
2. THIS PLAN DOES NOT GUARANTEE THE EXISTENCE, NONEXISTENCE, SIZE, TYPE, LOCATION, ALIGNMENT OR DEPTH OF ANY OR ALL UNDERGROUND UTILITIES OR OTHER FACILITIES. WHERE SURFACE FEATURES (MANHOLES, CATCH BASINS, VALVES, ETC.) ARE UNAVAILABLE OR INCONCLUSIVE, INFORMATION SHOWN MAY BE FROM UTILITY OWNER'S RECORDS AND/OR ELECTRONIC LINE TRACING, THE RELIABILITY OF WHICH IS UNCERTAIN. THE CONTRACTOR SHALL PERFORM WHATEVER TEST EXCAVATION OR OTHER INVESTIGATIONS AS NECESSARY TO VERIFY LOCATIONS AND CLEARANCES.
3. CONTRACTOR SHALL CONFORM TO ALABAMA'S LAW AND SAFE DIGGING PRACTICES AND SHALL CONTACT THE NECESSARY AUTHORITIES PRIOR TO START OF CONSTRUCTION. STATE LAW MANDATES THE NOTIFICATION OF UTILITY OWNERS 48 HOURS IN ADVANCE OF EXCAVATION. FOR LOCATION OF UTILITIES CONTACT ALABAMA 811 BY CALLING (800) 292-8525, 48 HOURS PRIOR TO LAND DISTURBANCE ACTIVITY.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPAIRING, AT HIS SOLE EXPENSE, ANY EXISTING UTILITIES DAMAGED DURING CONSTRUCTION.
5. AT NO POINT DURING THE PROJECT WORK SHALL THE CONTRACTOR INTERRUPT OR DISCONNECT POWER OR BURIED UTILITIES SUCH AS WATER OR SEWER FORCEMAINS ASSOCIATED WITH THE EXISTING MAWSS PUMP STATION. ANY REQUIRED IMPACT TO THE OPERATION OF THE STATION SHALL BE COORDINATED WITH THE OWNER AND THE MAWSS UTILITY DISTRICT PERSONNEL.

DEMOLITION

1. THE CONTRACTOR SHALL PROTECT ALL FACILITIES DENOTED AS TO REMAIN IN PLACE INCLUDING THREE EXISTING STRUCTURES COMPRISED OF THE PRIMARY SLUDGE DIGESTER TANK, THE DEGRITTER / COMMINUTOR STRUCTURE AND MAINTENANCE SHOP BUILDING.
2. EXISTING SITE PAVEMENT SHALL REMAIN IN PLACE UNTIL THE SUBSTANTIAL COMPLETION OF DEMOLITION AND LAND DISTURBANCE WORK. PRIOR TO PAVEMENT DEMOLITION, THE CONTRACTOR AND CITY ENGINEER OR OWNER REPRESENTATIVE SHALL MEET IN THE FIELD TO DETERMINE THE EXACT LIMITS OF PAVEMENT TO BE DEMOLISHED AND REMOVED FROM THE SITE.
3. THE CONTRACTOR SHALL STOCKPILE AND LEAVE ONSITE ANY EXISTING AGGREGATE ROAD BASE MATERIALS IF ENCOUNTERED DURING PAVEMENT REMOVAL. THE AGGREGATE STONE SHALL BE STOCKPILED IN AN AGREED UPON LOCATION.
4. UNLESS OTHERWISE STATED, ALL DEMOLITION DEBRIS AND GENERAL CONSTRUCTION WASTE (MATERIALS) SHALL BECOME THE CONTRACTOR'S PROPERTY AND SHALL BE REMOVED FROM THE PROJECT SITE BY THE CONTRACTOR IN AN APPROPRIATE AND LEGAL MANNER.
5. ALL DISPOSAL FEES, TIPPING CHARGES, HAULING, LOADING AND UNLOADING COSTS, ETC... ASSOCIATED WITH DEMOLITION SHALL BE INCLUDED IN THE PRICE OF THE CONTRACT.
6. EXISTING EXCAVATED SOIL SHALL BE USED FOR BACK FILLING PROVIDED IT MEETS THE SPECIFICATIONS. THE CONTRACTOR SHALL PERFORM QUALITY CONTROL TESTING OF BACK FILL AND BORROW MATERIAL. THE CONTRACTOR SHALL SUBMIT THE QUALIFICATIONS OF THE SOIL TESTING COMPANY WHICH WILL PERFORM THE QUALITY CONTROL TESTS. THE SOIL TESTING COMPANY SHALL HAVE A MINIMUM OF FIVE YEARS EXPERIENCE DOING RELATED WORK.

CONSTRUCTION

1. CONTRACTOR SHALL NOT INITIATE ANY LAND DISTURBING ACTIVITY UNTIL AUTHORIZED TO PROCEED BY OWNER.
2. SUBMITTALS ON MATERIALS FOR THIS PROJECT SHALL BE PROVIDED TO THE OWNER FOR APPROVAL AS DESCRIBED IN PROJECT MANUAL.
3. EXISTING VEGETATION SURROUNDING THE CONSTRUCTION AREA SHALL REMAIN IN A NATURAL STATE.
4. FINISHED SLOPES SHALL BE GRADED TO ENSURE POSITIVE DRAINAGE AWAY FROM ALL PAVEMENTS AND TO PROPOSED DITCHES AND BASINS.

MAINTENANCE OF TRAFFIC

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK ZONE SIGNING AND ANY OTHER TRAFFIC CONTROL DEVICES NECESSARY TO PERFORM THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL IMMEDIATELY REMOVE ALL SUCH TEMPORARY DEVICES.
2. ACCESS TO THE PROJECT SITE SHALL USE NEIGHBORHOOD CITY ROADS. THE CONTRACTOR THEREFORE WILL BE REQUIRED TO VIDEO DOCUMENT THE CONDITION OF THE CITY STREET PRIOR TO CONSTRUCTION AND AFTER CONSTRUCTION. ANY DAMAGE TO PUBLIC OR PRIVATE PROPERTY RESULTING FROM THE CONTRACTORS EQUIPMENT, MATERIAL, ETC., ACCESS WILL BE REPAIRED TO PRE-EXISTING CONDITIONS AT NO ADDITIONAL EXPENSE TO THE OWNER.

SURVEY NOTES

1. VERTICAL DATUM (NAVD88) - ELEVATIONS SHOWN ARE APPROXIMATE ONLY. A DETAILED TOPOGRAPHIC SURVEY WAS NOT PREPARED FOR THE PROJECT AND THEREFORE ELEVATIONS SHALL BE CONFIRMED BY THE CONTRACTOR AND BROUGHT TO THE ATTENTION OF THE ENGINEER IF A DISCREPANCY IS FOUND.
2. HORIZONTAL DATUM - ALABAMA STATE PLANE COORDINATE SYSTEM (WEST ZONE "1002") NAD 83 (86)
3. SURVEY INFORMATION IS BASED ON A FIELD SURVEY PREPARED BY ROWE ENGINEERING AND SURVEYING, INC., A HIGHLAND TECHNICAL SERVICES COMPANY, 3502 LAUGHLIN DRIVE, SUITE B, MOBILE, AL 36693.
4. BOUNDARY INFORMATION FOR PROPERTY IS BASED UPON PLAT OF SUBDIVISION PREPARED BY McCRORY WILLIAMS, INC.

ENVIRONMENTAL NOTES

1. AN ENVIRONMENTAL SITE ASSESSMENT (PHASE I & II) WAS COMPLETED FOR THE PROJECT SITE. SOIL SAMPLES TAKEN AT RANDOM LOCATIONS AROUND THE SITE WERE NOT FOUND TO CONTAIN ANY EVIDENCE OF CONTAMINATED SOILS.
2. IF REQUIRED, DISPOSAL OF HAZARDOUS OR CONTAMINATED MATERIALS, GROUNDWATER OR SOIL ENCOUNTERED SHALL BE IN ACCORDANCE WITH ALL FEDERAL, STATE AND LOCAL REQUIREMENTS.
3. NO GEOTECHNICAL SOIL EXPLORATION WAS PERFORMED FOR THE PROJECT.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

NOTES

Sheet Reference No.
G-002
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File: C:\BIM Files_Mobile Bay Sewer Pkt_City of Mobile\2020_CAD_Active_Demo\Sht\P24GC-G02 - Permit - 8/17/2022 1:39 PM - by EDRAMIREZ, ERIC J. Saved: 8/17/2022 12:16 PM by EDRAMIREZ

ABBREVIATIONS LIST

ABBREVIATIONS	DESCRIPTIONS
A	
ABBR	ABBREVIATION
ABV	ABOVE
AFF	ABOVE FINISHED FLOOR
APPROX	APPROXIMATE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWG	AMERICAN WIRE GAUGE
AWS	AMERICAN WELDING SOCIETY
AWWA	AMERICAN WATER WORKS ASSOCIATION
B	
BC	BEGIN CURVE
BLDG	BUILDING
BFS	BEGIN FULL SLOPE
BNC	BEGIN NORMAL CROWN
BNS	BEGIN NORMAL SHOULDER
BOS	BOTTOM OF STEEL
BOT	BOTTOM
C	
C	CONDUIT
CATV	CABLE TELEVISION
CB	CONTAINER BERTH
CF	CUBIC FEET
CJ	CONSTRUCTION JOINT
CLR	CLEAR
CMP	CORRUGATED METAL PIPE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT OR CONDUIT ONLY
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
COORD	COORDINATES
CTR	CENTER
D	
DEG	DEGREE
DGAB	DENSE GRADE AGGREGATE BASE
DIA	DIAMETER
DIM	DIMENSION
DIP	DUCTILE IRON PIPE
DWG	DRAWING
E	
EA	EACH
EC	EMPTY CONDUIT
EC	END CURVE
EF	EACH FACE
EFS	END FULL SLOPE
EG	EXISTING GROUND
EJ	EXPANSION JOINT
EL OR ELEV	ELEVATION
ELEC	ELECTRICAL
ENC	END NORMAL CROWN
ENS	END NORMAL SHOULDER
EOP	EDGE OF PAVEMENT
EQ	EQUAL
EQUIP	EQUIPMENT
ES	EACH SIDE
EW	EACH WAY OR EXISTING WATER
EXIST	EXISTING
EXP	EXPANSION
F	
FFE	FINISH FLOOR ELEVATION
FG	FINISHED GROUND
FH	FIRE HYDRANT
FT	FOOT OR FEET
FR	FRAME
G	
GA	GAUGE
GABC	GRADED AGGREGATE BASE COURSE
GALV	GALVANIZED
GI	GRATE INLET
I	
IE	INVERT ELEVATION
INV	INVERT
J	
JB	JUNCTION BOX
JT	JOINT
K	
KSI	KIPS PER SQUARE INCH
kV	KILOVOLTS
kVA	KILOVOLT-AMPERES
kW	KILOWATTS
kWHM	KILOWATT HOUR METER
L	
LB	POUND

ABBREVIATIONS LIST

ABBREVIATIONS	DESCRIPTIONS
LF	LINEAR FEET
M	
MAX	MAXIMUM
MECH	MECHANICAL
MH	MANHOLE
MHW	MEAN HIGH WATER
MHHW	MEAN HIGHER HIGH WATER
MIN	MINIMUM
MLW	MEAN LOW WATER
MLLW	MEAN LOWER LOW WATER
MSL	MEAN SEA LEVEL
N	
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NIC	NOT IN CONTRACT
NO	NUMBER
NTS	NOT TO SCALE
O	
OC	ON CENTER
OD	OUTER DIAMETER
OE	OVERHEAD ELECTRICAL
P	
PL	PLATE
PNL	PANEL
P/S	PRESTRESSED
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWR	POWER
R	
R	RADIUS
RAD	RADIUS
RCP	REINFORCED CONCRETE PIPE
REINF	REINFORCING
REQD	REQUIRED
R/W	RIGHT-OF-WAY
S	
SAN	SANITARY
SCH	SCHEDULE
SD	STORM DRAIN
SF	SQUARE FEET
SPECS	SPECIFICATIONS
SQ	SQUARE
SS	STAINLESS STEEL OR SANITARY SEWER
SSMH	SANITARY SEWER MANHOLE
STA	STATION
STD	STANDARD
STL	STEEL
STRUC	STRUCTURE OR STRUCTURAL
SGD	SUBGRADE DRAIN
T	
T&B	TOP & BOTTOM
TC	TOP OF CURB
TEMP	TEMPORARY
TOS	TOP OF STEEL
TRNSFMR	TRANSFORMER
TYP	TYPICAL
T/CONC.	TOP OF CONCRETE
T/P	TOP OF PAVEMENT
T/S	TOP OF SCALE
U	
UE	UNDERGROUND ELECTRICAL
UL	UNDERWRITERS LABORATORY
UON	UNLESS OTHERWISE NOTED
V	
V	VOLT
VERT	VERTICAL
W	
W/	WITH
WP	WORKING POINT
WWF	WELDED WIRE FABRIC

SYMBOLS LIST

SYMBOLS	DESCRIPTION
&	AND
@	AT
*	ASTERISK
L	ANGLE
°	DEGREES
'	MINUTES OR FEET
#	NUMBER OR POUNDS
%	PERCENT
"	SECONDS OR INCH

811 Know what's below. Call before you dig.

LEGEND

EXISTING

- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING SIGN
- POWER POLE
- EXISTING ELECTRICAL BOX/TRANSFORMER/VAULT
- +17.99 EXISTING SPOT ELEVATION
- 16 EXISTING CONTOURS
- EXISTING DROP INLET
- EXISTING FIRE HYDRANT
- EXISTING WATER VAULT
- EXISTING WATER/GAS/SEWER VALVE
- EXISTING CONTROL POINT/BENCHMARK
- UE EXISTING UNDERGROUND ELECTRICAL
- OE EXISTING OVERHEAD ELECTRICAL
- W EXISTING WATER LINE
- SD EXISTING STORM DRAINAGE PIPE
- UC EXISTING UNDERGROUND COMMUNICATIONS
- DB EXISTING DUCT BANK
- FM EXISTING FORCE MAIN
- FP EXISTING FIRE PROTECTION
- AM EXISTING AMMONIA LINE
- UNG EXISTING UNDERGROUND NATURAL GAS
- SS EXISTING SANITARY SEWER
- X EXISTING FENCE
- EXISTING TREE LINE
- ASPHALT EXISTING PAVEMENT - ASPHALT
- CONC EXISTING PAVEMENT - CONCRETE
- EXISTING CONCRETE BARRIER
- LIMITS OF CONSTRUCTION

PROPOSED

- PROPOSED SANITARY MANHOLE
- PROPOSED STORM MANHOLE
- PROPOSED SIGN
- PROPOSED POLE
- PROPOSED ELECTRICAL BOX/TRANSFORMER/VAULT
- PROPOSED HIGH MAST LIGHT POLE
- 17.99 PROPOSED SPOT ELEVATION
- 16 PROPOSED CONTOURS
- PROPOSED GRATE INLET
- PROPOSED FIRE HYDRANT
- PROPOSED WATER VAULT
- PROPOSED WATER/GAS/SEWER VALVE
- TPXX TEST PIT
- HAXX HAND AUGER
- CXX CPT SOUNDINGS
- UE PROPOSED UNDERGROUND ELECTRICAL
- OE PROPOSED OVERHEAD ELECTRICAL
- W PROPOSED WATER LINE
- SD PROPOSED STORM DRAINAGE PIPE
- COMM PROPOSED UNDERGROUND COMMUNICATIONS
- DB PROPOSED DUCT BANK
- FM PROPOSED FORCE MAIN
- FP PROPOSED FIRE PROTECTION
- SS PROPOSED SANITARY SEWER
- X PROPOSED FENCE
- PROPOSED TREE LINE
- PROPOSED PAVEMENT - ASPHALT
- PROPOSED PAVEMENT - CONCRETE

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

ABBREVIATIONS AND LEGEND

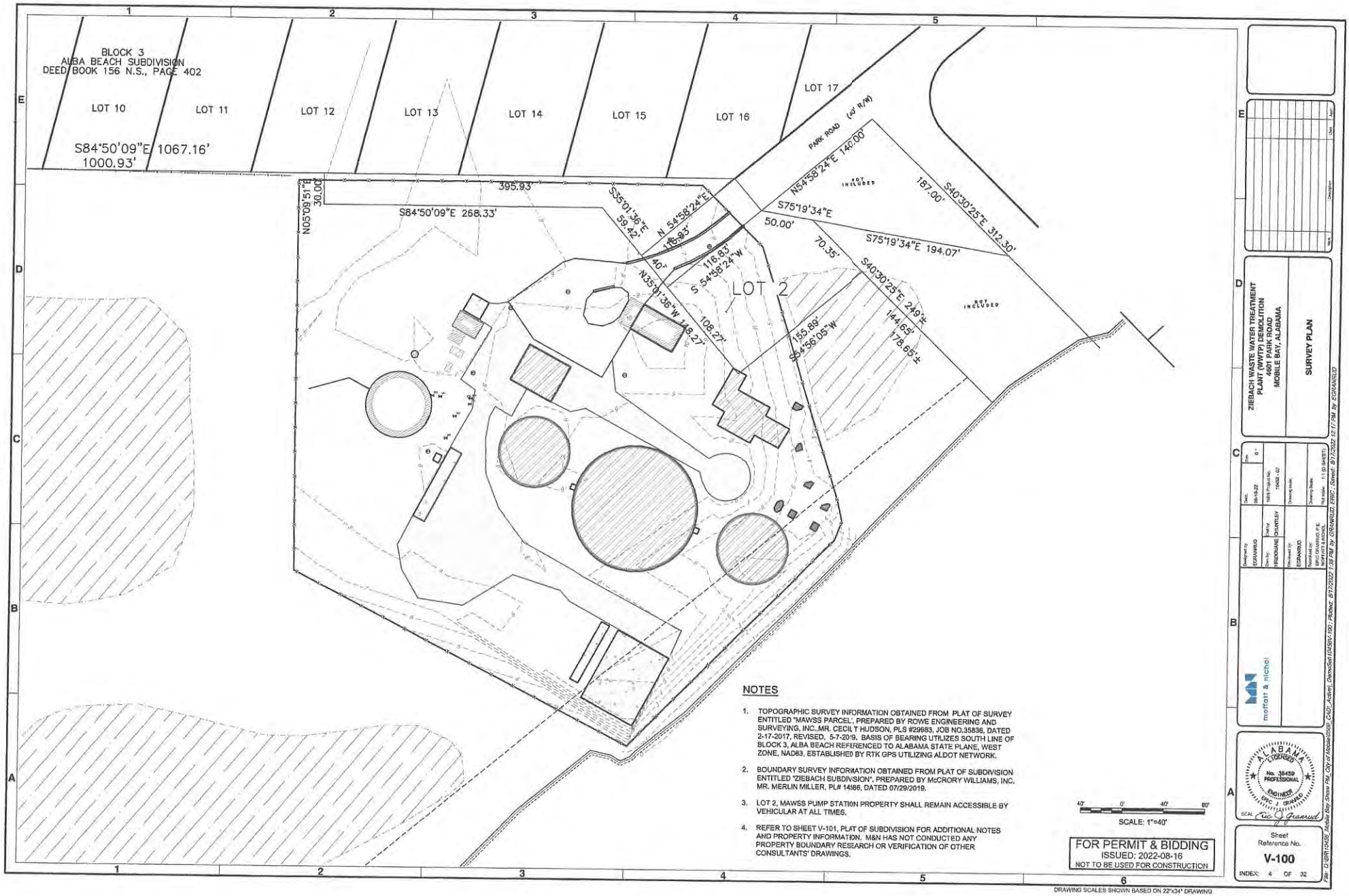
Date: 08-16-22
MAN Project No.: 18488 - 02
Drawing Scale: N.T.S. (P. SHEET)
Designed by: EGRAHMUD
Drawn by: ABOUCHARD/BENTLEY
Reviewed by: EGRAHMUD
Standard by: ERIC GRAHMUD, P.E. ALABAMA LICENSED

moffatt & nichol

ALABAMA LICENSED No. 35439 PROFESSIONAL ENGINEER ERIC J. GRAHMUD
SEAL

Sheet Reference No.
G-003
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File: Q:\BB\110456_Mobile Bay Sewer PM_City of Mobile\05\02_CAD_Action_DemoSet\110456C-003 - Plotted: 8/17/2022 1:35 PM by: GRAHMUD, ERIC - Saved: 8/17/2022 12:16 PM by: EGRAHMUD



NOTES

1. TOPOGRAPHIC SURVEY INFORMATION OBTAINED FROM PLAT OF SURVEY ENTITLED "MAWSS PARCEL', PREPARED BY ROWE ENGINEERING AND SURVEYING, INC..MR. CECIL T HUDSON, PLS #29983, JOB NO.35836, DATED 2-17-2017, REVISED, 5-7-2019. BASIS OF BEARING UTILIZES SOUTH LINE OF BLOCK 3, ALBA BEACH REFERENCED TO ALABAMA STATE PLANE, WEST ZONE, NAD83, ESTABLISHED BY RTK GPS UTILIZING ALDOT NETWORK.
2. BOUNDARY SURVEY INFORMATION OBTAINED FROM PLAT OF SUBDIVISION ENTITLED "ZIEBACH SUBDIVISION", PREPARED BY McCRORY WILLIAMS, INC. MR. MERLIN MILLER, PL# 14166, DATED 07/29/2019.
3. LOT 2, MAWSS PUMP STATION PROPERTY SHALL REMAIN ACCESSIBLE BY VEHICULAR AT ALL TIMES.
4. REFER TO SHEET V-101, PLAT OF SUBDIVISION FOR ADDITIONAL NOTES AND PROPERTY INFORMATION. M&N HAS NOT CONDUCTED ANY PROPERTY BOUNDARY RESEARCH OR VERIFICATION OF OTHER CONSULTANTS' DRAWINGS.

40' 0' 40' 80'
SCALE: 1"=40'

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

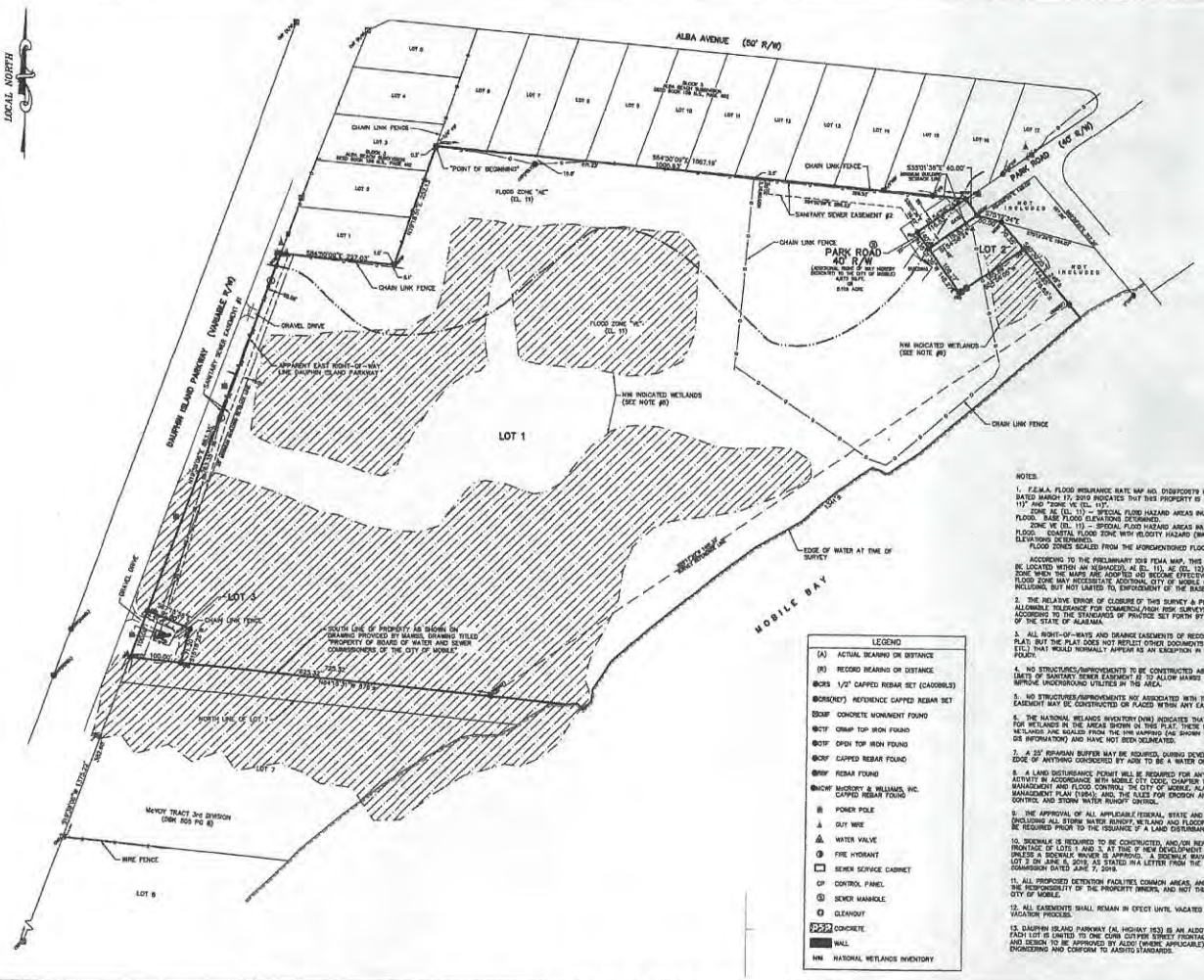
SURVEY PLAN

moffatt & nichol

ALABAMA LICENSED PROFESSIONAL ENGINEER
No. 38459
ERIC J. GRANRUD
SEAL

Sheet Reference No.
V-100
INDEX: 4 OF 32

File: G:\BR\1043_Mobile Bay Sewer Pkt_City of Mobile\Dgn_CAD_Arch_Demo\Set (043901-192) - Pickup - 8/17/2022 1:39 PM by EGRANRUD, ERIC J. Saved: 8/17/2022 12:17 PM by EGRANRUD



LEGEND

(A)	ACTUAL BEARING OR DISTANCE
(R)	RECORD BEARING OR DISTANCE
●CRS	1/2" CAPPED REBAR SET (CA0008LS)
●CRS(REF)	REFERENCE CAPPED REBAR SET
■CMF	CONCRETE MONUMENT FOUND
●CTF	CRIMP TOP IRON FOUND
●OTF	OPEN TOP IRON FOUND
●CRF	CAPPED REBAR FOUND
●RBF	REBAR FOUND
●MCWF	McCRORY & WILLIAMS, INC. CAPPED REBAR FOUND
	POWER POLE
	GUY WIRE
	WATER VALVE
	FIRE HYDRANT
	SEWER SERVICE CABINET
CP	CONTROL PANEL
	SEWER MANHOLE
	CLEANOUT
	CONCRETE
	WALL
NWI	NATIONAL WETLANDS INVENTORY

DESCRIPTION:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 3, ALBA BEACH SUBDIVISION, AS RECORDED IN DEED BOOK 156, PAGE 402 IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE ALONG THE SOUTH BOUNDARY OF SAID BLOCK 3, ALBA BEACH SUBDIVISION, RUN S 84°50'09" E 1067.16 FEET TO A POINT ON THE SOUTH TERMINUS OF PARK ROAD; THENCE ALONG SAID SOUTH TERMINUS OF PARK ROAD, RUN S 35°01'56" E 40.00 FEET TO A POINT; THENCE RUN S 79°19'34" E 50.00 FEET TO A POINT; THENCE RUN S 40°26'25" E 249 FEET, MORE OR LESS, TO A POINT ON THE WEST MARGIN OF MOBILE BAY; THENCE RUN SOUTHWARDLY ALONG THE MEANDERING OF SAID WEST MARGIN OF MOBILE BAY, A DISTANCE OF 1341 FEET, MORE OR LESS; THENCE RUN N 84°18'3" W 676 FEET, MORE OR LESS, TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF DAUPHIN ISLAND PARKWAY (VARIABLE RIGHT-OF-WAY); THENCE ALONG SAID EAST RIGHT-OF-WAY LINE RUN N 12°37'06" E 863.35 FEET TO A POINT ON THE SOUTH BOUNDARY OF LOT 1 OF THE AFOREMENTIONED BLOCK 3, ALBA BEACH SUBDIVISION; THENCE ALONG SAID SOUTH BOUNDARY OF LOT 1, BLOCK 3, ALBA BEACH SUBDIVISION, RUN S 84°50'09" E 227.03 FEET TO A POINT; THENCE CONTINUING ALONG SAID SOUTH BOUNDARY OF BLOCK 3, ALBA BEACH SUBDIVISION, RUN N 18°15'01" E 253.13 FEET TO THE POINT OF BEGINNING. CONTAINING 30.06 ACRES, MORE OR LESS.

STATE OF ALABAMA:
COUNTY OF MOBILE:

I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA, TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

MORGAN D. MILLER, PLS
ALABAMA REGISTRATION NUMBER 14566 — DATE

OWNER: BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE

CHARLES E. HYLAND, JR. — ITS DIRECTOR

STATE OF ALABAMA:
COUNTY OF MOBILE:

I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN SAID STATE, DO HEREBY CERTIFY THAT CHARLES E. HYLAND, JR., WHOSE NAME AS DIRECTOR OF THE BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE, IS SIGNED TO THE FOREGOING CERTIFICATE AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF SAID CERTIFICATE, HE, AS SUCH OFFICER/REPRESENTATIVE AND WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY FOR AND AS AN ACT OF SAID BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS THE 29 DAY OF July, 2019.

Donna Phillips — NOTARY PUBLIC — MY COMMISSION EXPIRES 3/29/2023

APPROVED:

MOBILE CITY PLANNING COMMISSION: Jennifer Dean 8-1-2019
SECRETARY — DATE

CITY ENGINEER — DATE

TRAFFIC ENGINEERING DIRECTOR — 07.30.19 — DATE

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0079 K, COMMUNITY NO. 015007, DATED MARCH 17, 2010 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE AE (EL. 11)" AND "ZONE VE (EL. 11)".
ZONE AE (EL. 11) – SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD. BASE FLOOD ELEVATIONS DETERMINED.
ZONE VE (EL. 11) – SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD. COASTAL FLOOD ZONE WITH VELOCITY HAZARD (WAVE ACTION). BASE FLOOD ELEVATIONS DETERMINED.
FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.

ACCORDING TO THE PRELIMINARY 2018 FEMA MAP, THIS PARCEL IS PROPOSED TO BE LOCATED WITHIN AN X(SHADED), AE (EL. 11), AE (EL. 12) AND VE (EL. 14) FLOOD ZONE WHEN THE MAPS ARE ADOPTED AND BECOME EFFECTIVE. ANY CHANGE TO A FLOOD ZONE MAY NECESSITATE ADDITIONAL CITY OF MOBILE CODE REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, ENFORCEMENT OF THE BASE FLOOD ELEVATIONS.

2. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR COMMERCIAL/HIGH RISK SURVEYS (1' IN 10,000') ACCORDING TO THE STANDARDS OF PRATICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.

3. ALL RIGHT-OF-WAYS AND DRAINGE EASEMENTS OF RECORD ARE SHOWN ON THIS PLAT; BUT THE PLAT DOES NOT REFLECT OTHER DOCUMENTS (I.E., UTILITY EASEMENTS, ETC.) THAT WOULD NORMALLY APPEAR AS AN EXCEPTION IN A TITLE COMMITMENT OR POLICY.

4. NO STRUCTURES/IMPROVEMENTS TO BE CONSTRUCTED ABOVE GROUND WITHIN THE LIMITS OF SANITARY SEWER EASEMENT #2 TO ALLOW MARSI TO MAINTAIN, REPAIR OR IMPROVE UNDERGROUND UTILITIES IN THIS AREA.

5. NO STRUCTURES/IMPROVEMENTS NOT ASSOCIATED WITH THE PURPOSE OF THE EASEMENT MAY BE CONSTRUCTED OR PLACED WITHIN ANY EASEMENT.

6. THE NATIONAL WELANDS INVENTORY (NWI) INDICATES THAT THERE IS A POTENTIAL FOR WETLANDS IN THE AREAS SHOWN ON THIS PLAT. THESE LIMITS OF POSSIBLE WETLANDS ARE SCALED FROM THE NWI MAPPING (AS SHOWN ON THE CITY OF MOBILE GIS INFORMATION) AND HAVE NOT BEEN DELINEATED.

7. A 25' RIPARIAN BUFFER MAY BE REQUIRED, DURING DEVELOPMENT, ALONG THE EDGE OF ANYTHING CONSIDERED BY ADEM TO BE A WATER OF THE STATE.

8. A LAND DISTURBANCE PERMIT WILL BE REQUIRED FOR ANY LAND DISTURBING ACTIVITY IN ACCORDANCE WITH MOBILE CITY CODE, CHAPTER 17, STORM WATER MANAGEMENT AND FLOOD CONTROL THE CITY OF MOBILE, ALABAMA FLOOD PLAIN MANAGEMENT PLAN (1984), AND, THE RULES FOR EROSION AND SEDIMENTATION CONTROL AND STORM WATER RUNOFF CONTROL.

9. THE APPROVAL OF ALL APPLICABLE FEDERAL, STATE AND LOCAL AGENCIES (INCLUDING ALL STORM WATER RUNOFF, WETLAND AND FLOODPLAIN REQUIREMENTS) WILL BE REQUIRED PRIOR TO THE ISSUANCE OF A LAND DISTURBANCE PERMIT.

10. SIDEWALK IS REQUIRED TO BE CONSTRUCTED, AND/OR REPAIRED, ALONG THE FRONTAGE OF LOTS 1 AND 3, AT TIME OF NEW DEVELOPMENT OR CONSTRUCTION, UNLESS A SIDEWALK WAIVER IS APPROVED. A SIDEWALK WAIVER WAS APPROVED FOR LOT 2 ON JUNE 6, 2019, AS STATED IN A LETTER FROM THE CITY OF MOBILE PLANNING COMMISSION DATED JUNE 7, 2019.

11. ALL PROPOSED DETENTION FACILITIES, COMMON AREAS, AND WETLANDS SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNERS, AND NOT THE RESPONSIBILITY OF THE CITY OF MOBILE.

12. ALL EASEMENTS SHALL REMAIN IN EFFECT UNTIL VACATED THROUGH THE PROPER VACATION PROCESS.

13. DAUPHIN ISLAND PARKWAY (AL HIGHWAY 163) IS AN ALDOT MAINTAINED ROADWAY. EACH LOT IS LIMITED TO ONE CURB CUT PER STREET FRONTAGE WITH SIZE, LOCATION AND DESIGN TO BE APPROVED BY ALDOT (WHERE APPLICABLE) AND TRAFFIC ENGINEERING AND CONFORM TO AASHTO STANDARDS.

	AREA (SQUARE FEET)	AREA (ACRES)	MINIMUM FINISHED FLOOR ELEVATION
LOT 1	1,305,668	30.04	12'
LOT 2	15,736	0.36±	12'
LOT 3	8,084	0.19±	12'



VICINITY MAP
N.T.S.

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL DR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mail@mcwinc.com
M3712-2506

REVISION

ZIEBACH SUBDIVISION

GRANT SECTION 40, T5S-R1W, MOBILE COUNTY, ALABAMA

SCALE: 1"=100'	DATE: Dec. 21, 2007	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

NOTES

1. THE ATTACHED SUBDIVISION PLAT IS A SCANNED IMAGE (NOT TO SCALE) AND THEREFORE SHALL NOT BE USED TO ACCURATELY MEASURE DISTANCES, ETC..
2. DRAWING PROVIDED FOR INFORMATION ONLY.

120' 0' 120' 240'
SCALE: 1"=120'

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SUBDIVISION PLAN

Date: 08-19-22 | Proj. No.: 19450 - 02 | Drawing Scale: 1:1 (D SHEETS) | Sheet No.: V-101

Design by: N/A | Drawn by: N/A | Checked: N/A | Approved by: N/A

Prepared by: EDC: DEGRAVELLES, P.E. SCOTT P. & NICHOLS, P.E.

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Sheet Reference No. V-101
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ALABAMA LICENSED PROFESSIONAL ENGINEER No. 38450 ERIC J. DEGRAVELLES
SEAL

File: O:\SRT\2450_Mobile Bay Shores PM, City of Mobile\dwg_CAD_Active_Demo\Set\19450V-101 - Plotted: 8/17/2022 1:39 PM by CBOWRUD, ERIC - Saved: 8/17/2022 12:16 PM by EGRAVELD

NOTES

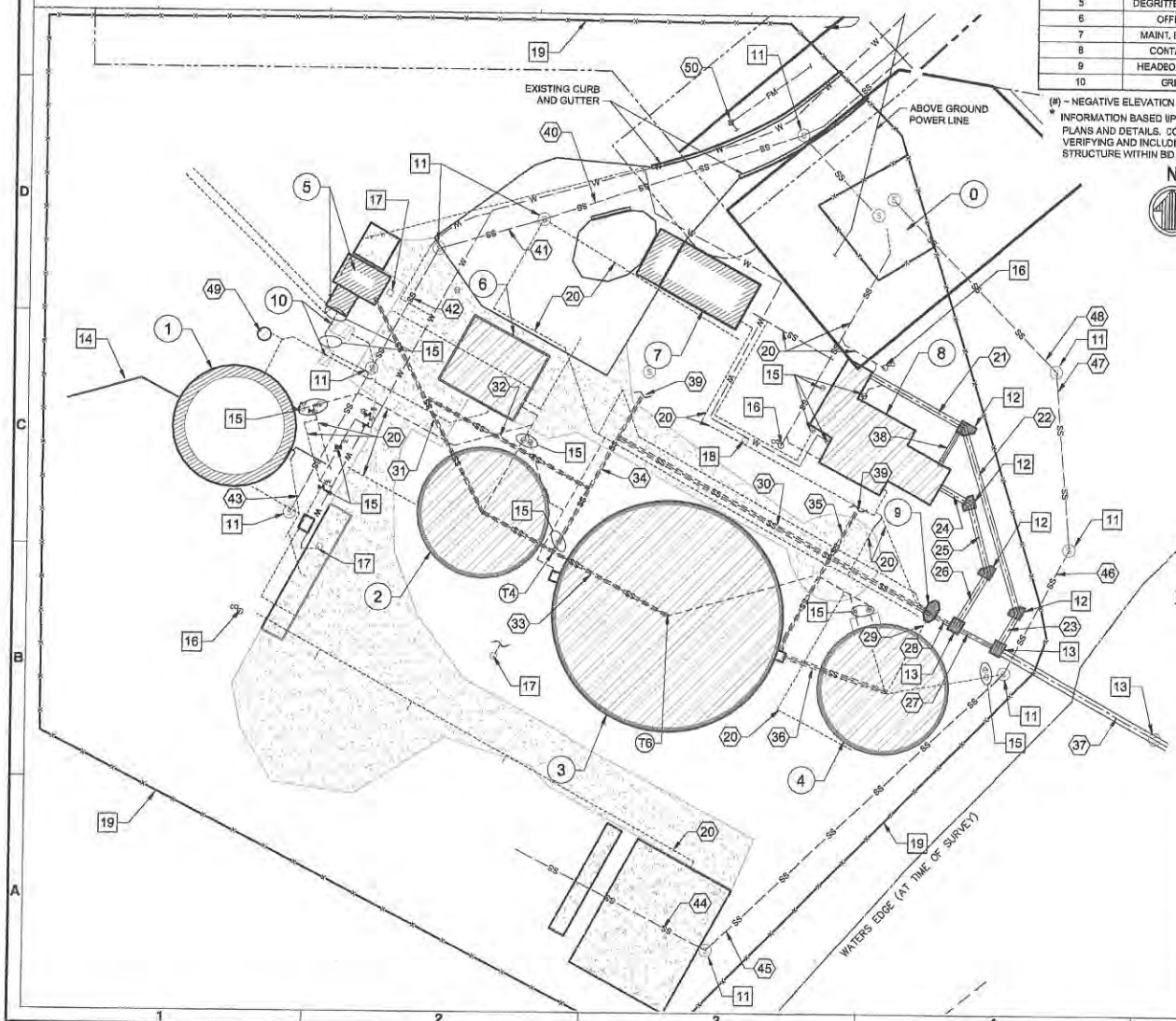
1. THE CONTRACTOR SHALL NOTE THIS PLAN REFLECTS DIGITIZING THE EXISTING WWTP AS-BUILT CONSTRUCTION PLAN (SHEET V-103) AND THEREFORE IS NOT NECESSARILY A COMPLETE INVENTORY OF ALL ONSITE UTILITY PIPING, APPURTENANCES, STRUCTURES AND LINES. (SEE ELECTRICAL SITE PLAN SHEET CE-311 FOR ADDITIONAL BURIED UTILITIES)
2. PRIOR TO BIDDING, THE CONTRACTOR IS RESPONSIBLE FOR CONDUCTING THEIR OWN REQUIRED SITE INVESTIGATION TO REVIEW COMPLETE STRUCTURE DEMOLITION REQUIREMENTS AND PROVIDED AS-BUILT PLAN INFORMATION SO AS TO IDENTIFY AND PROPERLY BID THE REMOVAL OR ABANDONMENT OF ALL EXISTING WWTP BURIED PIPING, FITTINGS, STRUCTURES, ETC.,..
3. THE CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING THE PROJECT'S INTENT TO DEMOLISH SURFACE AND SUBSURFACE EVIDENCE OF THE EXISTING WWTP FACILITIES IN CONCERT WITH THE SITE BECOMING A FUTURE CITY PARK.
4. LINES NOT LABELED ON THIS PLAN IN LOCATION OR SIZE ARE INTERPRETED TO CONSIST OF SMALL DIAMETER (LESS THAN 6") TREATMENT PLANT PROCESS LINES MADE OF IRON OR PLASTIC MATERIALS. THESE LINES ARE UNDERSTOOD TO GENERALLY EXIST LESS THAN 3 FEET IN DEPTH AND THEREFORE WILL BE REMOVED AS NECESSARY WHEN ENCOUNTERED DURING REMOVAL OR ABANDONMENT IN PLACE OF OTHER EXISTING LARGER DIAMETER PIPES.
5. NO EVIDENCE OF PIPES, PIECES OF PIPE MATERIALS, CONCRETE DEBRIS OR CONSTRUCTION WASITE REFUSE WILL BE ACCEPTED TO REMAIN ABOVE FINISHED GRADE AT COMPLETION OF THE PROJECT.

STRUCTURE INFORMATION

LOCATION	DESCRIPTION	AREA (S.F.)	DIMENSIONS (FT)	TOP OF WALL ELEV. *	BOTTOM ELEV. *	SEE SHEET
0	MAWSS PUMP STATION	N/A	N/A	N/A	N/A	-
1	SLUDGE / DIGESTER TANK	3,217	64' - 0"	~ 27.5	~ 4.0	-
2	PRIMARY CLARIFIER TANK	3760	69' - 2"	~ 24.8	VARIES	CE-301
3	TRICKLING FILTER TANK	11,651	121' - 9'	~ 19.0	VARIES	CE-302
4	FINAL CLARIFIER TANK	3,760	69' - 2"	~ 8.25	~ (6.8)	CE-303
5	DEGRITTER -COMMUTATOR	N/A	N/A	N/A	N/A	-
6	OFFICE BUILDING	1,729	44' - 8" x 38' - 8"	N/A	N/A	CE-304 & CE-305
7	MAINT. BUILDING / SHOP	1,254	46' - 5" x 27' - 1"	N/A	N/A	-
8	CONTACT CHAMBER	2,552	VARIES	~ 13.0	~1.7	CE-306 - CE-309
9	HEADBOX / OUTFALL BOX	VARIES	VARIES	~ 7.0	~ 0.7	CE-310
10	GRIT BOX & PIT	VARIES	VARIES	N/A	N/A	CE-311

(#) ~ NEGATIVE ELEVATION

* INFORMATION BASED UPON ORIGINAL PLANT CONSTRUCTION PLANS AND DETAILS. CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFYING AND INCLUDING COMPLETE REMOVAL OF STRUCTURE WITHIN BID AS REQUIRED BY DEMOLITION PLAN.



WWTP PLANT LAYOUT KEY:

BUILDINGS / TANKS / STRUCTURES

0. MAWSS PUMP STATION ("ACTIVE" PROTECT)
1. SLUDGE DIGESTER TANK (TO REMAIN)
2. PRIMARY CLARIFIER TANK CE-301
3. TRICKLING FILTER TANK CE-302
4. FINAL CLARIFIER TANK CE-303
5. DEGRITTER / COMMINUTOR (TO REMAIN)
6. OFFICE BUILDING CE-304 & CE-305
7. MAINTENANCE BUILDING / SHOP (TO REMAIN)
8. CONTACT CHAMBER CE-306, CE-307, CE-308 & CE-309
9. HEAD BOX / OUTFALL BOX CE-310
10. DECANTING GRIT BOX / HEADWORKS CE-310

MISCELLANIOUS FEATURE KEY:

11. SEWER MANHOLES (TYPICAL 48" DIAM.)
12. SEWER MANHOLES (SPECIAL)
13. JUNCTION BOX
14. ABOVE GROUND GAS PIPING
15. VALVES (SIZE VARIES)
16. CLEANOUTS (SIZE VARIES)
17. DRAINAGE BOX
18. WATER VALVE BOX (T.B.V.)
19. CHAINLINK FENCE

PIPE LOCATION KEY:

20. 6"-8" DIAM. PIPE (LOCATION FROM RECORDS)
21. 36" DIAM. PIPE, 57 LF
22. 36" DIAM. PIPE, 105 LF
23. 36" DIAM. PIPE, 22 LF
24. 36" DIAM. PIPE, 22 LF
25. 36" DIAM. PIPE, 38 LF
26. 36" DIAM. PIPE, 33 LF
27. 36" DIAM. PIPE, 25 LF
28. 24" DIAM. PIPE, 11 LF
29. 24" DIAM. PIPE, 44 LF
30. 24" DIAM. PIPE, 186 LF
31. 18" DIAM. PIPE, 127 LF
32. 18" DIAM. PIPE, 100 LF
33. 18" DIAM. PIPE, 112 LF
34. 18" DIAM. PIPE, 94 LF
35. 18" DIAM. PIPE, 84 LF
36. 18" DIAM. PIPE, 58 LF
37. 42" DIAM. PIPE, 92 LF
38. 24" DIAM. PIPE, 22 LF
39. PIPE CONTINUATION UNKNOWN

(LOCATION FROM RECORDS PLANS)

40. 8" DIAM. PIPE, 140 LF (BY RECORD)
41. 8" DIAM. PIPE, 53LF (BY RECORD)
42. 8" DIAM. PIPE, 69 LF (BY RECORD)
43. 8" DIAM. PIPE, 84 LF (BY RECORD)
44. 6" DIAM. PIPE, 111 LF (BY RECORD)
45. 8" DIAM. PIPE, 210 LF (BY RECORD)
46. 8" DIAM. PIPE, 72 LF (BY RECORD)
47. 8" DIAM. PIPE, 92 LF (BY RECORD)
48. 6" DIAM. PIPE, 122 LF (BY RECORD)
49. ABOVE GROUND TANK
50. ABOVE GROUND FM CONNECTION VALVE (TO REMAIN)

30' 0' 30' 60'

SCALE: 1"=30'

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

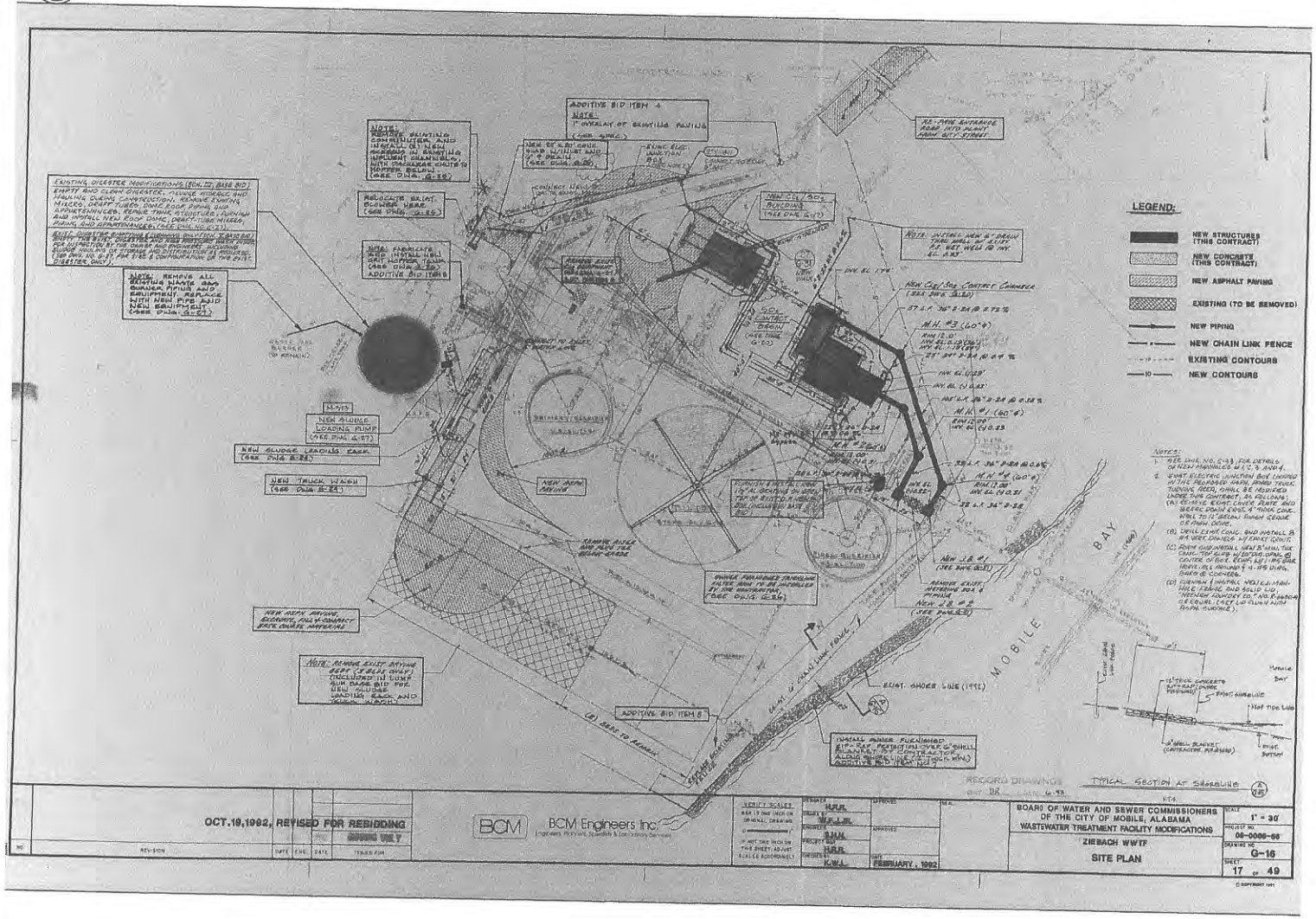
ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

EXISTING CONDITIONS PLAN

Designed by: EDRAHIRUD
Drawn by: FERDOUANE EHENTEY
Reviewed by: EDRAHIRUD
Submitted by: ERIC DRAHIRUD P.E. MOFFATT & NICHOL
Date: 08-16-22
Sheet Reference No. V-102
INDEX: 6 OF 32

ALABAMA LICENSED No. 38450 PROFESSIONAL ENGINEER ERIC J. DRAHIRUD
SEAL

File: Q:\BRI\0456_Mobile Bay Store PM_City of Mobile\530_CAD_Active_Demo\Sht\0456-102_Plotted: 8/17/2022 2:39 PM by DRAHIRUD, ERIC | Saved: 8/17/2022 12:16 PM by EDRAHIRUD



NOTES

1. THE ATTACHED AS-BUILT PLAN IS AN OVERLAY OF THE ORIGINAL WWTP 1960's CONSTRUCTION PLAN AND THE 1992 SITE IMPROVEMENT CONSISTING OF ADDITION OF CONTACT CHAMBER AND MAINTENANCE BUILDING TO SITE.
2. THE PLAN IS PROVIDED FOR INFORMATION ONLY.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

AS-BUILT WWTP

moffatt & nichol

ALABAMA
No. 38459
PROFESSIONAL ENGINEER
ERIC J. GRANRUD

Sheet Reference No.
V-103

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DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

File: C:\BIM\10406_Mobile Bay Sewer\Rvt_City of Mobile\356_CAD_Active_Demo\Set\10406BV-103_Plotted: 8/17/2022 1:39 PM by EGRANRUD, ERIC | Saved: 8/17/2022 12:18 PM by EGRANRUD

DESIGN PROFESSIONAL'S CERTIFICATION

(1) "I CERTIFY UNDER PENALTY OF LAW THAT A COMPREHENSIVE CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) FOR THE PREVENTION AND MINIMIZATION OF ALL SOURCES OF POLLUTION IN STORMWATER AND AUTHORIZED RELATED PROCESS WASTEWATER RUNOFF HAS BEEN PREPARED UNDER MY SUPERVISION FOR THIS SITE/ACTIVITY, AND ASSOCIATED REGULATED AREAS/ACTIVITIES. THE CBMPP MEETS THE REQUIREMENTS OF THIS PERMIT AND IF PROPERLY IMPLEMENTED AND MAINTAINED BY THE OPERATOR, DISCHARGES OF POLLUTANTS IN STORMWATER RUNOFF CAN REASONABLY BE EXPECTED TO BE EFFECTIVELY MINIMIZED TO THE MAXIMUM EXTENT PRACTICABLE ACCORDING TO THE REQUIREMENTS OF ADEM ADMINISTRATIVE CODE CHAPTER 335-6-9-.23 AND THIS PERMIT. THE CBMPP DESCRIBES THE EROSION AND SEDIMENT CONTROL MEASURES THAT MUST BE FULLY IMPLEMENTED AND REGULARLY MAINTAINED AS NEEDED AT THE PERMITTED SITE IN ACCORDANCE WITH SOUND SEDIMENT AND EROSION CONTROL PRACTICES TO ENSURE THE PROTECTION OF WATER QUALITY." GENERAL NPDES PERMIT NO. ALR100000.

CGP DESIGNATION : DESCRIPTION: PROFESSIONAL ENGINEER

ADDRESS: 11 N. WATER STREET, SUITE 20220, MOBILE, AL 36602 REGISTRATION / CERTIFICATION: #39459

NAME AND TITLE ERIC GRANRUD, PROJECT ENGINEER PHONE NUMBER 251.376.9006

SIGNATURE _____ DATE SIGNED _____

GENERAL EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL ADHERE TO THE PROJECT'S CONSTRUCTION BEST MANAGEMENT PRACTICES PLAN (CBMPP) DOCUMENT AT ALL TIMES. A COPY OF THE NOTICE OF INTENT SHALL BE KEPT ONSITE WITH A CURRENT VERSION OF THE CBMPP. ANY AMENDMENT TO THE EROSION CONTROL PLANS WHICH HAVE A SIGNIFICANT EFFECT ON BMPs WITH A HYDRAULIC COMPONENT MUST BE CERTIFIED BY THE DESIGN PROFESSIONAL.
2. AFTER CONSTRUCTION, EROSION AND SEDIMENTATION WILL BE MANAGED GRASSING.
3. MINIMIZING WIND EROSION AND CONTROLLING DUST WILL BE ACCOMPLISHED BY ONE OR MORE OF THE FOLLOWING METHODS:
   A. COVERING 30% OR MORE OF THE SOIL SURFACE WITH NON-ERODIBLE MATERIAL.
   B. ROUGHENING THE SOIL TO PRODUCE RIDGES PERPENDICULAR TO THE PREVAILING WIND.
   C. FREQUENT WATERING OF DISTURBED AREAS AND TRUCK ROUTES BEING USED FOR VEHICULAR ACCESS.
   D. REDUCE STRIPPING OF NATURAL GROUND COVER IN LARGE QUANTITIES.
   E. MAINTAIN EXISTING PAVEMENT AND EXISTING AGGREGATE ROAD BASE WHERE PRACTICAL AND MANDATORY AT ENTRANCE / EXIT DRIVES.

THIS PROJECT CONSISTS OF PAVED AND GRASSED AREAS.
THE TOTAL SITE AREA : 29.24 ACRES
THE TOTAL DISTURBED AREA: 2.8 ACRES

PRIOR TO ANY LAND DISTURBING ACTIVITIES, THE SITE SHALL BE REGISTERED WITH THE ALABAMA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT AND A SIGN SHALL BE POSTED CONTAINING THE ADEM NPDES ALR10 FIVE DIGIT PERMIT NUMBER PER THE EXAMPLE SIGN DIAGRAM PROVIDED WITHIN THE CSMPP DOCUMENT APPENDICES.

THE CONSTRUCTION EXIT SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACK OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLE ONTO PUBLIC ROADWAY OR INTO STORM DRAIN MUST BE REMOVED IMMEDIATELY.

CONTRACTOR SHALL INSPECT CONTROL MEASURES AT THE END OF EACH WORKING DAY TO ENSURE MEASURES ARE FUNCTIONING PROPERLY.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE AS DIRECTED BY THE ON SITE INSPECTOR OR THE CIVIL ENGINEER.

FAILURE TO INSTALL, OPERATE, OR MAINTAIN ALL EROSION CONTROL MEASURES WILL RESULT IN ALL CONSTRUCTION BEING STOPPED ON THE JOB UNTIL SUCH MEASURES ARE CORRECTED BACK TO THE APPROVED EROSION CONTROL PLANS.

THE SITE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTENANCE OF ALL EROSION CONTROL MEASURES INCLUDING REPLACING OR REPAIRING ANY DAMAGED DEVICES DUE TO ANY CONSTRUCTION ACTIVITY BY OTHERS.

EROSION CONTROL MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

THE ESCAPE OF SEDIMENT FROM THE SITE SHALL BE PREVENTED THROUGHOUT THE DURATION OF DEMOLITION WORK. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL SEDIMENT CONTROL MEASURES AS REQUIRED SUCH AS DIVERSION SWALES, TEMPORARY SEDIMENT TRAPS ETC... TO TRAP SEDIMENT LADEN WATER FROM ENTERING MOBILE BAY.

EROSION CONTROL MEASURES WILL BE MAINTAINED AT ALL TIMES. IF FULL IMPLEMENTATION OF THE APPROVED PLAN DOES NOT PROVIDE FOR EFFECTIVE EROSION CONTROL, ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE IMPLEMENTED TO CONTROL OR TREAT THE SEDIMENT SOURCE.

ANY DISTURBED AREA LEFT EXPOSED FOR A PERIOD GREATER THAN 10 DAYS SHALL BE STABILIZED WITH MULCH OR TEMPORARY SEEDING.

INITIAL PHASE EROSION CONTROL NOTES

PRIOR TO THE LAND DISTURBING CONSTRUCTION, THE CONTRACTOR SHALL SCHEDULE A PRE-CONSTRUCTION MEETING WITH THE OWNER.

THE CONTRACTOR SHALL REFER TO THE EROSION CONTROL PLANS AND THE CBMPP DOCUMENT FOR LOCATIONS, SEQUENCING, MAINTENANCE AND INSPECTION REQUIREMENTS AS RELATED TO EROSION AND SEDIMENT CONTROL PRACTICES ON THE PROJECT. THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL COVER IS EXPOSED ONLY IN SMALL QUANTITIES.

PRIOR TO COMMENCING LAND DISTURBANCE ACTIVITY, THE LIMITS OF LAND DISTURBANCE SHALL BE CLEARLY AND ACCURATELY DEMARCATED WITH STAKES, RIBBONS, OR OTHER APPROPRIATE MEANS. THE LOCATION AND EXTENT OF ALL AUTHORIZED LAND DISTURBANCE ACTIVITY SHALL BE DEMARCATED FOR THE DURATION OF THE CONSTRUCTION ACTIVITY. NO LAND DISTURBANCE SHALL OCCUR OUTSIDE THE APPROVED LIMITS INDICATED ON THE APPROVED PLANS.

THE FOLLOWING INITIAL EROSION CONTROL MEASURES SHALL BE IMPLEMENTED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY.

1. THE CONSTRUCTION EXIT, CONSISTING OF A MINIMUM PAD SIZE OF 20 FT BY 50 FT WITH A MINIMUM OF 6" THICK STONE, SHALL BE PLACED AS SHOWN ON THE PLAN. THE STONE SIZE SHOULD CONSIST OF COURSE AGGREGATE BETWEEN 1-1/2" & 3-1/2" IN DIAMETER AND OVERLAID ON A GEOTEXTILE UNDERLINER. THE GEOTEXTILE UNDERLINER SHALL MEET THE REQUIREMENTS OF AASHTO M288-96, SECTION 7.3 SEPARATION REQUIREMENTS. (ROCK INSTALLATION TO COINCIDE WITH DEMOLITION). THE CONTRACTOR MAY UTILIZE ONSITE AGGREGATE LOCATED WITHIN THE TRICKLE FILTER TANK.
2. IMMEDIATELY AFTER THE ESTABLISHMENT OF CONSTRUCTION ENTRANCE/EXITS, ALL PERIMETER EROSION CONTROL AND STORM WATER MANAGEMENT DEVICES SHALL BE INSTALLED AS SHOWN ON THE INITIAL EROSION CONTROL PLAN.
3. TYPE "NS" & "S" SILT FENCE SHOULD BE INSTALLED AT THE PERIMETER OF THE DISTURBED AREA IF CONDITIONS WARRANT INSTALLATION. THE SILT FENCE SHOULD BE PLACED IN ACCORDANCE WITH THE MANUAL FOR EROSION CONTROL IN GEORGIA, TABLE 6-20.2. THE SILT FENCE SHOULD BE KEPT ERECT AT ALL TIMES AND REPAIRED WHEN REQUESTED BY THE SITE INSPECTOR OR THE PROJECT DESIGN PROFESSIONAL OF RECORD. SILT SHOULD BE REMOVED WHEN ACCUMULATION REACHES 1/2 HEIGHT OF THE BARRIER. THE PERIMETER SILT FENCE SHOULD BE INSPECTED DAILY FOR ANY FAILURES. ANY FAILURES OF SAID FENCING SHOULD BE REPAIRED IMMEDIATELY.

AFTER INSTALLATION OF INITIAL EROSION CONTROL MEASURES THE SITE CONTRACTOR SHALL SCHEDULE AN INSPECTION BY THE PROJECT DESIGN PROFESSIONAL. NO OTHER CONSTRUCTION ACTIVITIES SHALL OCCUR UNTIL THE PROJECT DESIGN PROFESSIONAL APPROVES THE INSTALLATION OF SAID EROSION CONTROL MEASURES. IF UNFORESEEN CONDITIONS EXIST IN THE FIELD THAT WARRANT ADDITIONAL EROSION CONTROL MEASURES, THE CONTRACTOR MUST CONSTRUCT ANY ADDITIONAL EROSION CONTROL DEVICES DEEMED NECESSARY BY THE SITE INSPECTION.

AFTER APPROVAL OF THE INITIAL EROSION CONTROL INSTALLATION, THE CONTRACTOR MAY PROCEED WITH CONSTRUCTION, CLEARING AND GRUBBING ACTIVITIES.

NO BURN OR BURY PITS SHALL BE PERMITTED ON THE CONSTRUCTION SITE.

SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH 0.75" RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF OF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

SEE CBMPP DOCUMENT FOR ADDITIONAL PROCEDURES AND REQUIREMENTS.

GRADING/INTERMEDIATE PHASE EROSION CONTROL NOTES

DURING CONSTRUCTION, THE CONTRACTOR SHALL MAINTAIN CAREFUL SCHEDULING AND PERFORMANCE TO ENSURE THAT LAND STRIPPED OF ITS NATURAL GROUND COVER IS EXPOSED ONLY IN SMALL QUANTITIES AND THEREFORE LIMITED DURATIONS, BEFORE PERMANENT EROSION PROTECTION IS ESTABLISHED.

SEDIMENT SHALL NOT BE WASHED INTO INLETS. IT SHALL BE REMOVED FROM THE SEDIMENT TRAPS AND DISPOSED OF AND STABILIZED SO THAT IT WILL NOT ENTER THE INLETS AGAIN.

EROSION CONTROL DEVICES SHALL BE INSTALLED IMMEDIATELY AFTER GROUND DISTURBANCE OCCURS. THE LOCATION OF SOME OF THE EROSION CONTROL DEVICES MAY HAVE TO BE ALTERED FROM THAT SHOWN ON THE APPROVED PLANS IF DRAINAGE PATTERNS DURING CONSTRUCTION ARE DIFFERENT FROM THE PROPOSED DRAINAGE PATTERNS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ACCOMPLISH EROSION CONTROL FOR ALL DRAINAGE PATTERNS CREATED AT VARIOUS STAGES DURING CONSTRUCTION. ANY DIFFICULTY IN CONTROLLING EROSION DURING ANY PHASE OF CONSTRUCTION SHALL BE REPORTED TO THE DESIGN PROFESSIONAL IMMEDIATELY.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING BARRIERS AT THE TOE OF SLOPES UNDER CONSTRUCTION. THESE BARRIERS SHALL BE AS SHOWN IN THE PLANS. THESE BARRIERS MAY BE RELOCATED AND REUSED AFTER PERMANENT SLOPE STABILIZATION BECOMES FULLY ESTABLISHED. AS THEY ARE RELOCATED, ANY DEFECTIVE MATERIALS IN THE BARRIER SHALL BE REPLACED. IN ADDITION, ALL DEBRIS AND SILT AT THE PREVIOUS LOCATION SHALL BE REMOVED.

CUT AND FILL SLOPES ARE NOT TO EXCEED "3H:1V"

SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH 0.75" RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

THE FOLLOWING EROSION CONTROL MEASURES SHALL BE IMPLEMENTED DURING EXCAVATION AND DEMOLITION WORK WITHIN THE SITE.

1. TYPE "S" SILT FENCE SHALL BE PLACED AT THE TOE OF ALL DIRT STOCK PILE AREAS. SEE DETAILS FOR REQUIREMENTS AND INSTALLATION INFORMATION.
2. ALL TEMPORARY DRAINAGE SWALES SHALL BE PROTECTED FROM EROSION BY USE OF MULCHING AND HAYBALE CHECK DAMS.
3. ALL GRADED AREAS SHALL BE APPLIED WITH TEMPORARY OR PERMANENT VEGETATIVE COVER AND MULCH WHEN PRACTICAL AND AS SOON AS FINAL GRADE IS ACHIEVED.
4. STABILIZE DISTURBED AREAS THAT WILL BE INACTIVE FOR MORE THAN 10 DAYS WITH TEMPORARY SEED AND MULCH.

FINAL PHASE EROSION CONTROL NOTES

REFER TO CBMPP FOR FINAL EROSION CONTROL BMPS AND SEQUENCE INFORMATION.

IF REQUIRED, ACCUMULATED SEDIMENT WITHIN BMPS SHALL BE REMOVED AND DISPOSED OF IN ACCEPTABLE MANNER.

ALL DISTURBED AREAS SHOULD RECEIVE TOPSOIL, SEED AND TEMPORARY OR PERMANENT MULCH AS SOON AS FINAL GRADE IS ACHIEVED.

SEDIMENT AND EROSION CONTROL MEASURES SHOULD BE CHECKED AFTER EACH 0.75" RAIN EVENT. EACH DEVICE IS TO BE MAINTAINED OR REPLACED IF SEDIMENT ACCUMULATION HAS REACHED ONE HALF THE CAPACITY OF THE DEVICE. ADDITIONAL DEVICES MUST BE INSTALLED IF NEW CHANNELS HAVE DEVELOPED.

UPON COMPLETION OF THE PROJECT AND RECEIPT OF CERTIFICATE OF OCCUPANCY, THE CONTRACTOR SHALL REMOVE ALL TEMPORARY EROSION CONTROL MEASURES AND DISPOSE OF THEM UNLESS NOTED ON PLANS.

CONSTRUCTION ACTIVITIES SCHEDULE

DEMOLITION	NOV 2022 - JAN 2022											
	NOV 2022				DEC 2022				JAN 2023			
INSTALL SIGN AND INSTALL INITIAL EROSION CONTROL BMP'S	X											
COMMENCE DEMOLITION WORK	X	—	—	—	—	—	—	—				
CLEAR AND GRADE WITH TEMPORARY VEGETATION PRACTICES TO STABILIZE DISTURBED AREAS					X	—	—	—	—	—		
MAINTAIN BMPS THROUGHOUT CONSTRUCTION DURATION	X	—	—	—	—	—	—	—	—	—		
REMOVE TEMPORARY EROSION CONTROL MEASURES												X

NOTIFICATION REQUIREMENTS:
CONTRACTOR SHALL CONTACT CITY ENGINEERING DEPARTMENT VIA EMAIL AT LAND.DISTURBANCE@CITYOFMOBILE.ORG AT LEAST 24 HOURS PRIOR TO BEGINNING ANY WORK ON THIS SITE, TO SCHEDULE AN INITIAL ON-SITE BMP INSPECTION WITH THE APPROPRIATE CITY ENGINEERING INSPECTOR. FAILURE TO CONTACT THE CITY ENGINEERING DEPARTMENT PRIOR TO BEGINNING ANY WORK IS A VIOLATION OF THE STORM WATER MANAGEMENT AND FLOOD CONTROL ORDINANCE AND MAY INVOKE ENFORCEMENT ACTION IN THE FORM OF A MUNICIPAL OFFENSE TICKET

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

No.	Description	Date
1	PERMIT SUBMITTAL	8/16/22

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

EROSION CONTROL NOTES

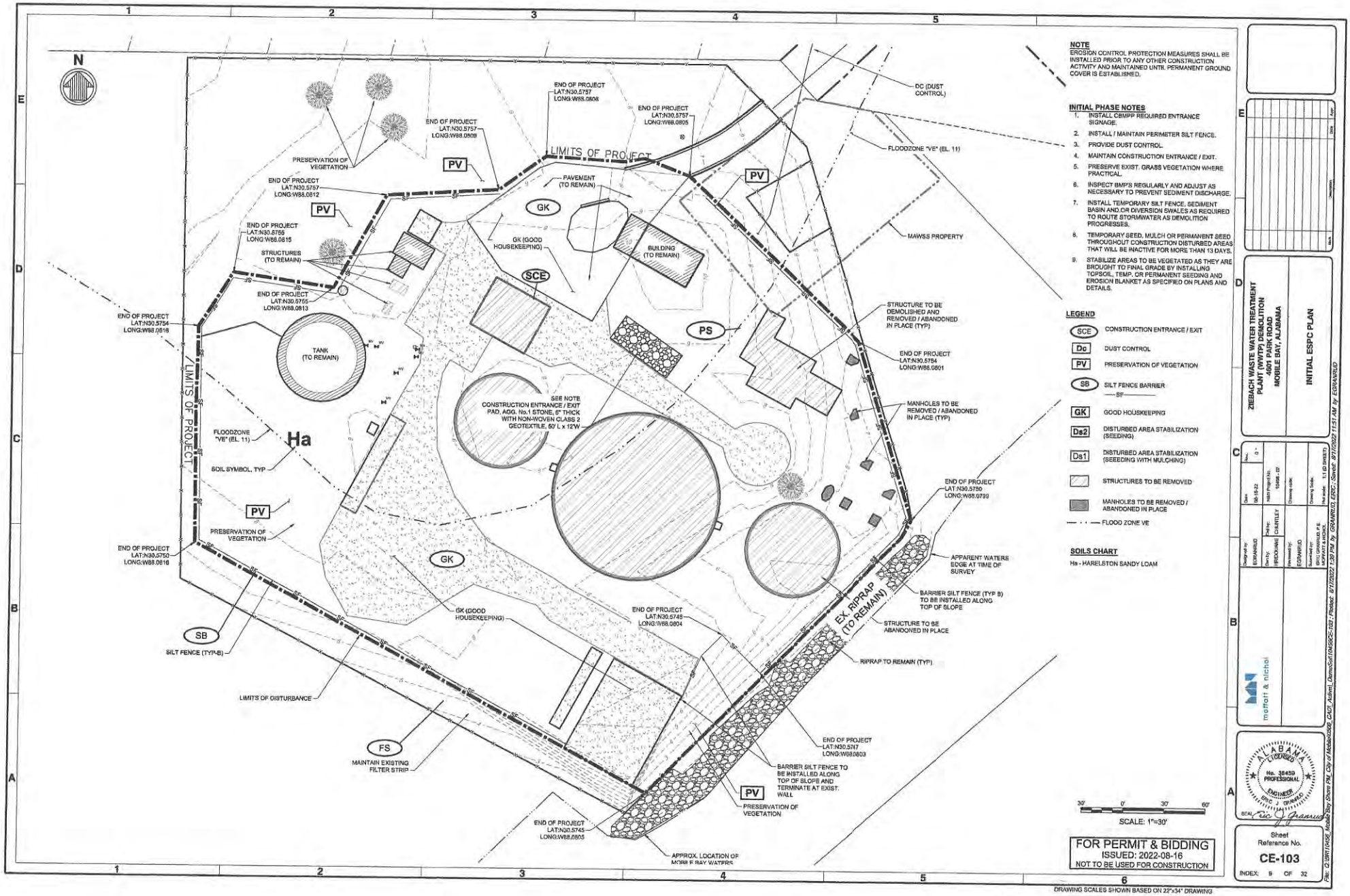
Designed by: EGRANRUD
Drawn by: TIREDUNE CHANTLEY
Reviewed by: EGRANRUD
Submitted by: ERIC GRANRUD, P.E. ASPHALT & MICRO, INC.
Date: 08-16-22
ASPHALT Project No.: 19405-02
Drawing date:
Drawing Scale: 11 (24 SHEET)

moffatt & nichol

ALABAMA LICENSED No. 39459 PROFESSIONAL ENGINEER ERIC GRANRUD
SEAL

Sheet Reference No.
CE-001
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File: D:\GIS\10\05_Mobile Bay Sheet Plz_City of Mobile\CSD_CAD_Arcell_Demo\Sht\19405C-001_Plotted: 8/17/2022 1:39 PM by GRANRUD, ERIC - Sheet: 8/17/2022 11:49 AM by EGRANRUD



NOTE
EROSION CONTROL PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

INITIAL PHASE NOTES

1. INSTALL CBMPP REQUIRED ENTRANCE SIGNAGE.
2. INSTALL / MAINTAIN PERIMETER SILT FENCE.
3. PROVIDE DUST CONTROL.
4. MAINTAIN CONSTRUCTION ENTRANCE / EXIT.
5. PRESERVE EXIST. GRASS VEGETATION WHERE PRACTICAL.
6. INSPECT BMP'S REGULARLY AND ADJUST AS NECESSARY TO PREVENT SEDIMENT DISCHARGE.
7. INSTALL TEMPORARY SILT FENCE, SEDIMENT BASIN AND /OR DIVERSION SWALES AS REQUIRED TO ROUTE STORMWATER AS DEMOLITION PROGRESSES.
8. TEMPORARY SEED, MULCH OR PERMANENT SEED THROUGHOUT CONSTRUCTION DISTURBED AREAS THAT WILL BE INACTIVE FOR MORE THAN 13 DAYS.
9. STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE BY INSTALLING TOPSOIL, TEMP. OR PERMANENT SEEDING AND EROSION BLANKET AS SPECIFIED ON PLANS AND DETAILS.

LEGEND

- SCE — CONSTRUCTION ENTRANCE / EXIT
- Dc — DUST CONTROL
- PV — PRESERVATION OF VEGETATION
- SB — SILT FENCE BARRIER —SF—
- GK — GOOD HOUSEKEEPING
- Ds2 — DISTURBED AREA STABILIZATION (SEEDING)
- Ds1 — DISTURBED AREA STABILIZATION (SEEEDING WITH MULCHING)
- STRUCTURES TO BE REMOVED
- MANHOLES TO BE REMOVED / ABANDONED IN PLACE
- FLOOD ZONE VE

SOILS CHART

Ha - HARELSTON SANDY LOAM

30' 0' 30' 60'
SCALE: 1"=30'

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

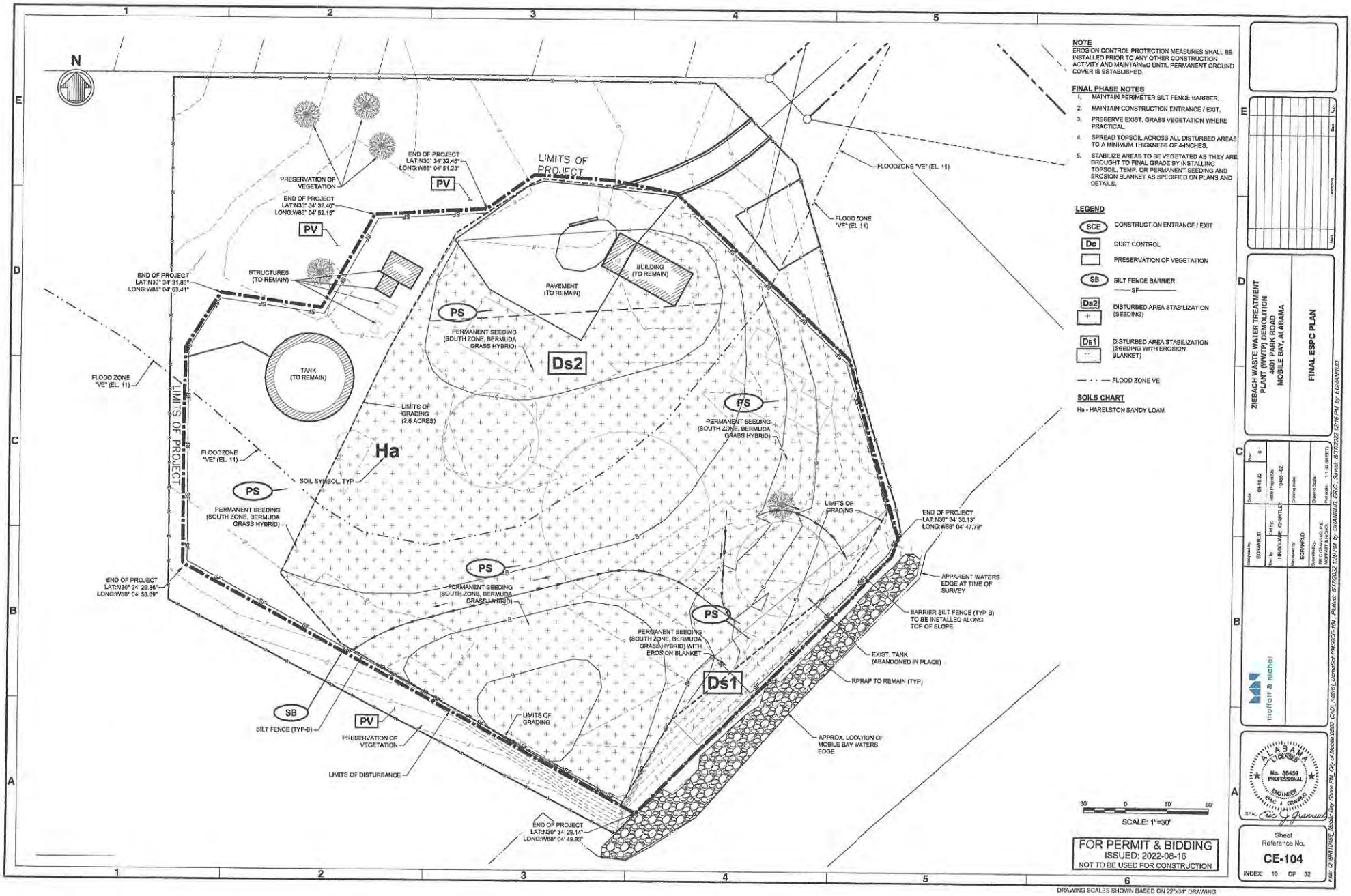
ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4001 PARK ROAD
MOBILE BAY, ALABAMA

INITIAL ESPC PLAN

Designed by: EDRAMSUD
Drawn by: MBOOKMAN
Date: 08.15.22
Field No.: CHUNTLEY
MBH Project No.: 19488 - 07
Reviewed by: EDRAMSUD
Drawing date:
Submitted by: ERIC DRAMSUD, P.E.
Drawing Scale:
Plot scale: 1:1 (@ SHEET)
Rev.: 0

Sheet Reference No.
CE-103
INDEX: 9 OF 32

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NOTE
EROSION CONTROL PROTECTION MEASURES SHALL BE INSTALLED PRIOR TO ANY OTHER CONSTRUCTION ACTIVITY AND MAINTAINED UNTIL PERMANENT GROUND COVER IS ESTABLISHED.

FINAL PHASE NOTES
1. MAINTAIN PERIMETER SILT FENCE BARRIER.
2. MAINTAIN CONSTRUCTION ENTRANCE / EXIT.
3. PRESERVE EXIST. GRASS VEGETATION WHERE PRACTICAL.
4. SPREAD TOPSOIL ACROSS ALL DISTURBED AREAS TO A MINIMUM THICKNESS OF 4-INCHES.
5. STABILIZE AREAS TO BE VEGETATED AS THEY ARE BROUGHT TO FINAL GRADE BY INSTALLING TOPSOIL, TEMP. OR PERMANENT SEEDING AND EROSION BLANKET AS SPECIFIED ON PLANS AND DETAILS.

LEGEND
- SCE — CONSTRUCTION ENTRANCE / EXIT
- Dc — DUST CONTROL
- PRESERVATION OF VEGETATION
- SB — SILT FENCE BARRIER —SF—
- Ds2 — DISTURBED AREA STABILIZATION (SEEDING)
- Ds1 — DISTURBED AREA STABILIZATION (SEEDING WITH EROSION BLANKET)
- — · · — FLOOD ZONE VE

SOILS CHART
Ha - HARELSTON SANDY LOAM

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

FINAL ESPC PLAN

Rev. 0 — 08-16-22 — EDRAWILD — HRODGERS — EDRAWILD — EDRAWILD — 19453-02 — 1" = 30' (22"x34")

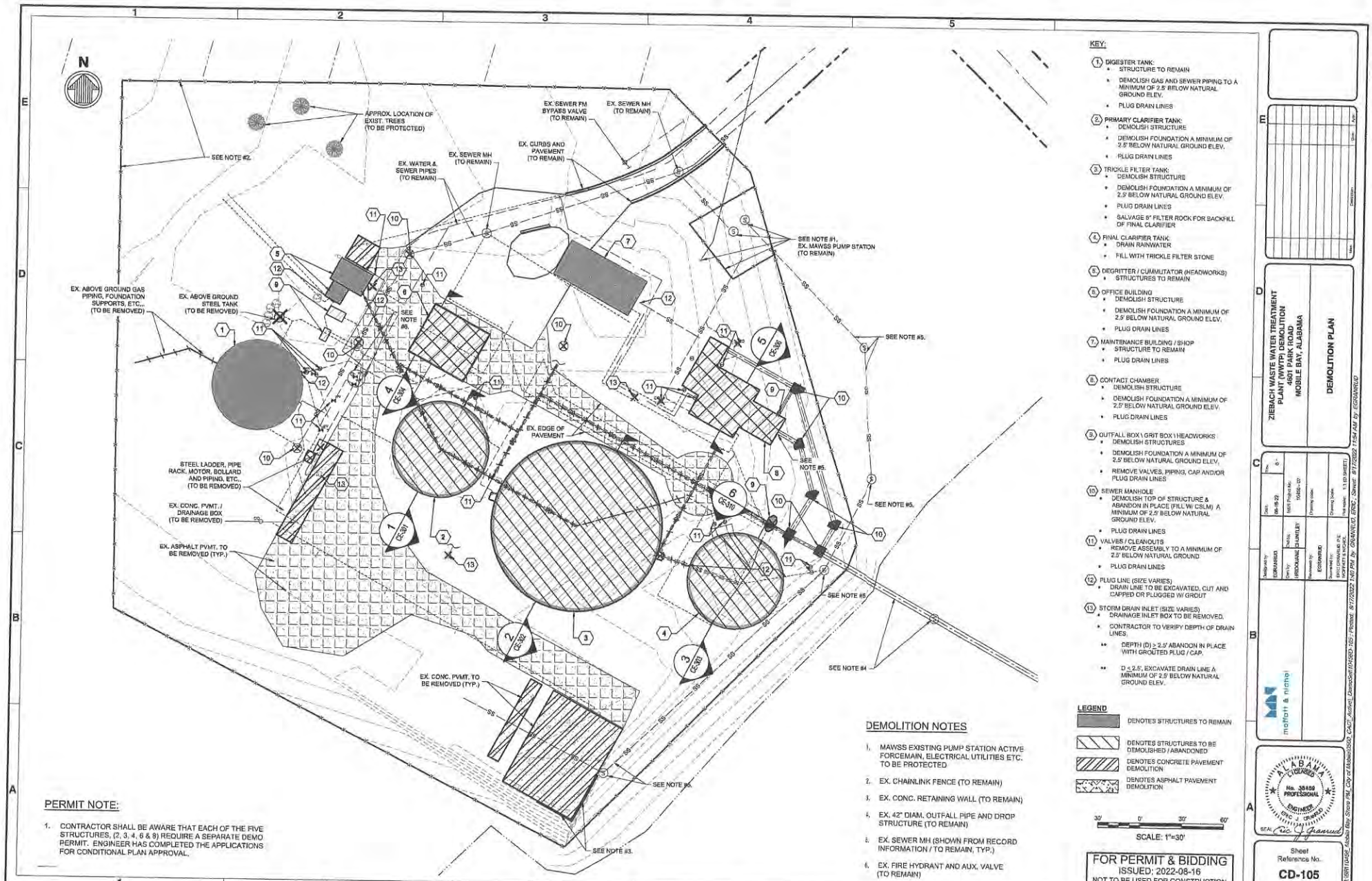
moffatt & nichol

ALABAMA LICENSED No. 30459 PROFESSIONAL ENGINEER ERIC J. GRAWILD SEAL

Sheet Reference No.
CE-104
INDEX: 10 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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KEY:

1. DIGESTER TANK:
   - STRUCTURE TO REMAIN
   - DEMOLISH GAS AND SEWER PIPING TO A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
2. PRIMARY CLARIFIER TANK:
   - DEMOLISH STRUCTURE
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
3. TRICKLE FILTER TANK:
   - DEMOLISH STRUCTURE
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
   - SALVAGE 8" FILTER ROCK FOR BACKFILL OF FINAL CLARIFIER
4. FINAL CLARIFIER TANK:
   - DRAIN RAINWATER
   - FILL WITH TRICKLE FILTER STONE
5. DEGRITTER / CUMMUTATOR (HEADWORKS)
   - STRUCTURES TO REMAIN
6. OFFICE BUILDING
   - DEMOLISH STRUCTURE
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
7. MAINTENANCE BUILDING / SHOP
   - STRUCTURE TO REMAIN
   - PLUG DRAIN LINES
8. CONTACT CHAMBER
   - DEMOLISH STRUCTURE
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - PLUG DRAIN LINES
9. OUTFALL BOX \ GRIT BOX \ HEADWORKS
   - DEMOLISH STRUCTURES
   - DEMOLISH FOUNDATION A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
   - REMOVE VALVES, PIPING, CAP AND/OR PLUG DRAIN LINES
10. SEWER MANHOLE
    - DEMOLISH TOP OF STRUCTURE & ABANDON IN PLACE (FILL W/ CSLM) A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.
    - PLUG DRAIN LINES
11. VALVES / CLEANOUTS
    - REMOVE ASSEMBLY TO A MINIMUM OF 2.5' BELOW NATURAL GROUND
    - PLUG DRAIN LINES
12. PLUG LINE (SIZE VARIES)
    - DRAIN LINE TO BE EXCAVATED, CUT AND CAPPED OR PLUGGED W/ GROUT
13. STORM DRAIN INLET (SIZE VARIES)
    - DRAINAGE INLET BOX TO BE REMOVED.
    - CONTRACTOR TO VERIFY DEPTH OF DRAIN LINES.
      - ** DEPTH (D) ≥ 2.5' ABANDON IN PLACE WITH GROUTED PLUG / CAP.
      - ** D ≤ 2.5', EXCAVATE DRAIN LINE A MINIMUM OF 2.5' BELOW NATURAL GROUND ELEV.

LEGEND

- DENOTES STRUCTURES TO REMAIN
- DENOTES STRUCTURES TO BE DEMOLISHED / ABANDONED
- DENOTES CONCRETE PAVEMENT DEMOLITION
- DENOTES ASPHALT PAVEMENT DEMOLITION

30' 0' 30' 60'

SCALE: 1"=30'

DEMOLITION NOTES

1. MAWSS EXISTING PUMP STATION ACTIVE FORCEMAIN, ELECTRICAL UTILITIES ETC. TO BE PROTECTED
2. EX. CHAINLINK FENCE (TO REMAIN)
3. EX. CONC. RETAINING WALL (TO REMAIN)
4. EX. 42" DIAM. OUTFALL PIPE AND DROP STRUCTURE (TO REMAIN)
5. EX. SEWER MH (SHOWN FROM RECORD INFORMATION / TO REMAIN, TYP.)
6. EX. FIRE HYDRANT AND AUX. VALVE (TO REMAIN)

PERMIT NOTE:

1. CONTRACTOR SHALL BE AWARE THAT EACH OF THE FIVE STRUCTURES, (2, 3, 4, 6 & 8) REQUIRE A SEPARATE DEMO PERMIT. ENGINEER HAS COMPLETED THE APPLICATIONS FOR CONDITIONAL PLAN APPROVAL.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

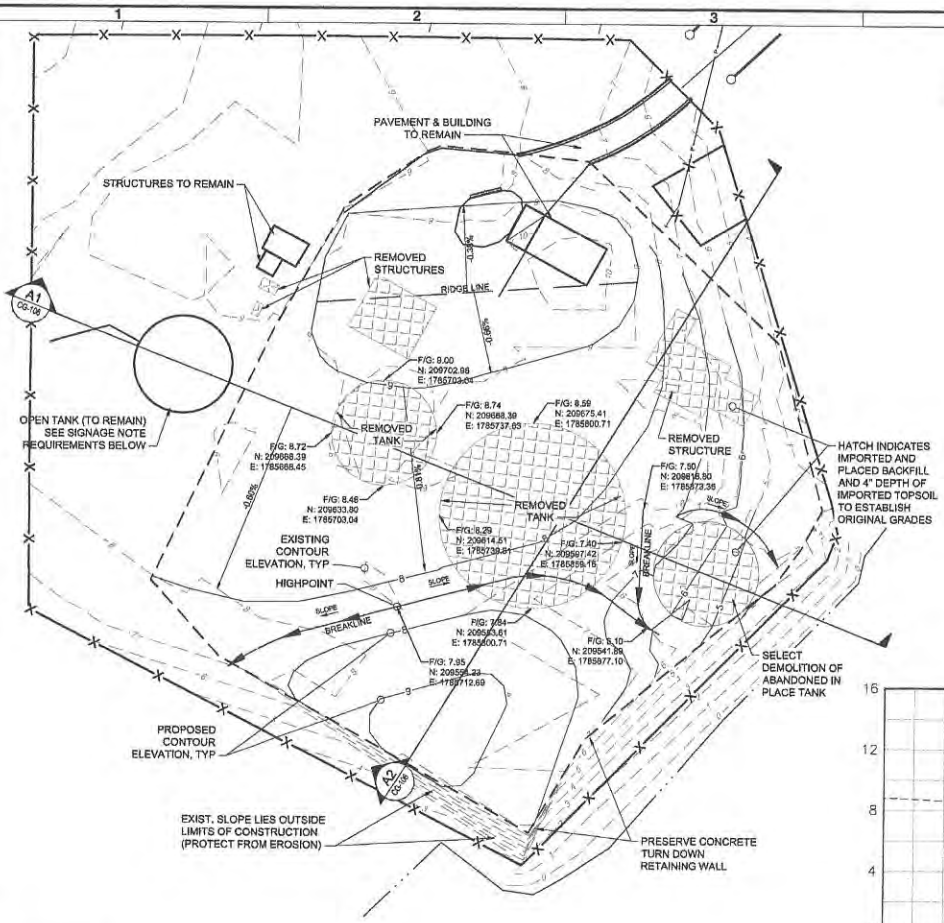
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4901 PARK ROAD
MOBILE BAY, ALABAMA

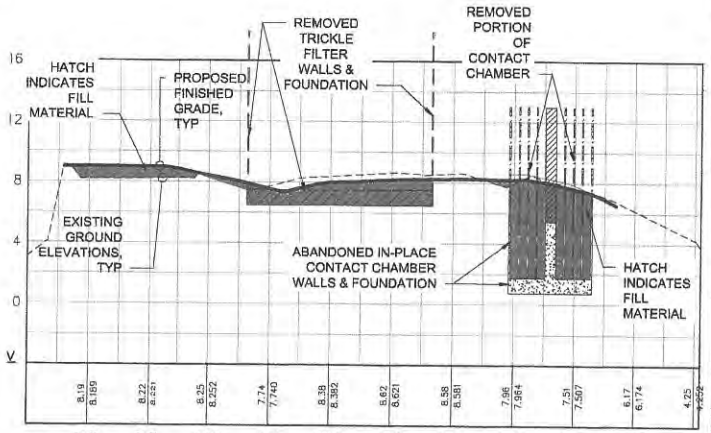
DEMOLITION PLAN

Sheet Reference No.
CD-105
INDEX: 11 OF 32

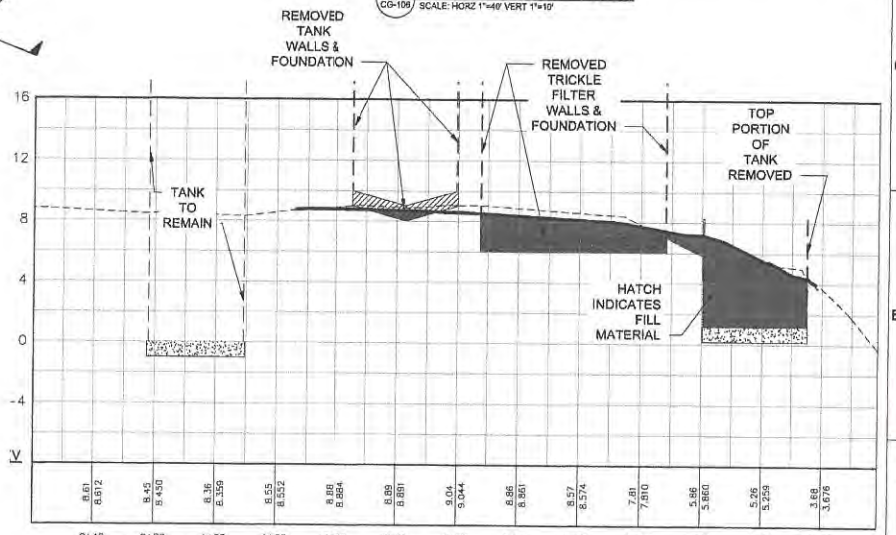
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N



A2 CG-106 SITE PROFILE - SOUTH TO NORTH
SCALE: HORZ 1"=40' VERT 1"=10'



A1 CG-106 SITE PROFILE - WEST TO EAST
SCALE: HORZ 1"=40' VERT 1"=10'

40' 0 40' 80'
SCALE: 1"=40'

OPEN TANK NOTE

1. 2012 IPC SECTION 108.7 DECLARES ABANDONED TANKS AS UNSAFE. ABANDONED TANKS SHALL BE MADE SAFE BY FILLING, DEMOLISHING, OR OTHERWISE SECURING AGAINST ENTRY BY MEANS OF AN APPROVED METHOD.

REQUIRED WARNING SIGNS

2. THE CONTRACTOR SHALL FURNISH AND INSTALL FIVE (5) WARNING SIGNS AFFIXED TO STAKE OR MOUNTED TO WALL OF TANK, SPACED EQUIDISTANCE AROUND PERIMETER OF TANK TO REMAIN. THE SIGNS SHALL READ "DO NOT ENTER" "DANGER - SEWAGE" OR SIMILAR WARNING MESSAGE. CONTRACTOR SHALL SUBMIT SIGN DESIGN TO OWNER FOR APPROVAL PRIOR TO PURCHASING.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

GRADING PLAN

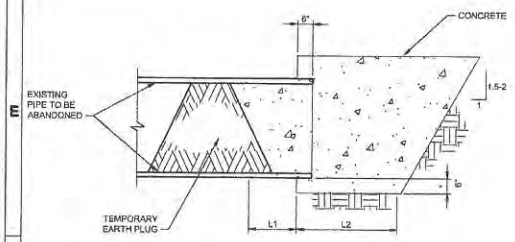
Date: 08-15-22
MAWA Project No: 19CG-02
Designed by: EGRAVRUD
Drawn by: HENDAVE DEANTLE
Reviewed by: EGRAVRUD
Submitted by: ERIC GRAVRUD, P.E. MOFFATT & NICHOL

moffatt & nichol

ALABAMA LICENSED No. 35459 PROFESSIONAL ENGINEER ERIC GRAVRUD
SEAL Eric J Gravrud

Sheet Reference No.
CG-106
INDEX: 12 OF 32

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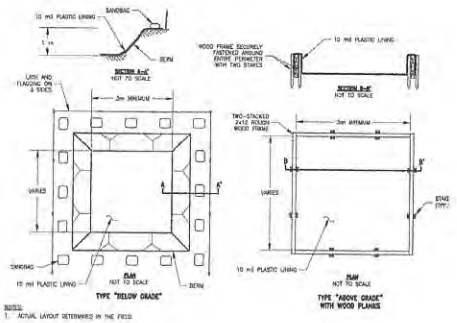


* 2" ALL AROUND PIPE FOR PIPES LESS THAN 30" IN DIAMETER.

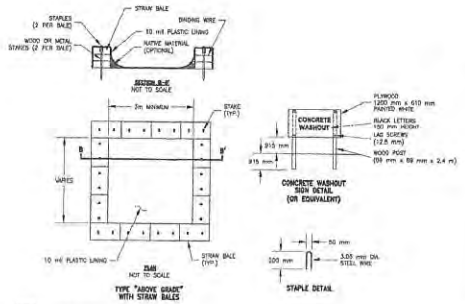
PIPE DIA.	L1	L2
4" - 8"	2"	6"
10" - 12"	4"	12"
16" - 30"	4"	18"
30" - LARGER	1'-0"	3'-0"

C2 / CD-105 DETAIL SCALE: NTS

CE-301, CE-302, CE-303, CE-307

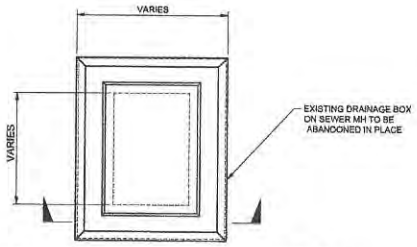


NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN (SEE PAGE 63) SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

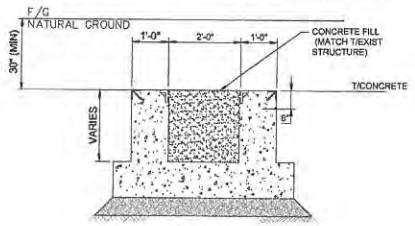


NOTES:
1. ACTUAL LAYOUT DETERMINED IN THE FIELD.
2. THE CONCRETE WASHOUT SIGN (SEE FIG. 4-115) SHALL BE INSTALLED WITHIN 10 m OF THE TEMPORARY CONCRETE WASHOUT FACILITY.

CONCRETE WASHOUT DETAIL (CW)



PLAN - MANHOLE STRUCTURE TO BE ABANDONED IN PLACE



SECTION

NOTES:
1. DETAIL APPLIES TO ABANDONMENT OF EITHER ROUND, RECTANGULAR AND/OR SQUARE MANHOLE STRUCTURES "BOXES".
2. THE MANHOLE FRAME, GRATE, RINGS AND ALL REQUIRED MANHOLE TOP SECTIONS "RISERS" SHALL BE REMOVED AS PART OF ABANDONING STRUCTURE IN PLACE. INCOMING AND EXITING PIPES SHALL BE PLUGGED PER DETAILS AND SPECIFICATIONS. STRUCTURE BOTTOM SHALL BE FILLED WITH GROUT PER DETAILS AND SPECIFICATIONS.

A1 / CD-105 DETAIL SCALE: NTS

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SECTIONS AND DETAILS

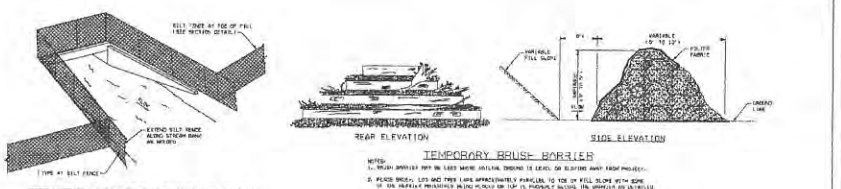
Date: 08-16-22
MMI Project No.: 19458 -02
Drawing code:
Drawing Scale: 1:1 (E SHEET)
Designed by: EGRANRUD
Drawn by: SHEROUANE CHANTLEY
Reviewed by: EGRANRUD
Submitted by: ERIC GRANRUD, P.E. MORPHY & MICHEL
Rev.: 0 -

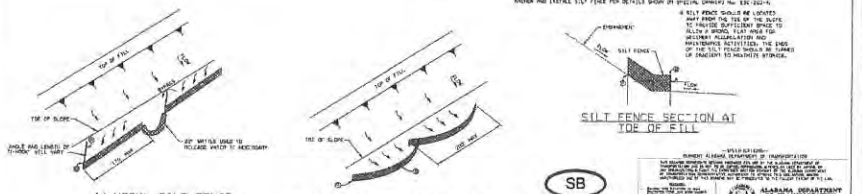
matratt & michel

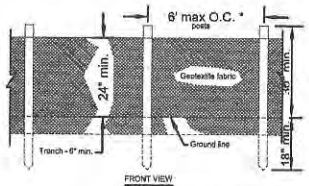
ALABAMA LICENSED ENGINEER No. 36459 PROFESSIONAL ENGINEER ERIC J. GRANRUD
SEAL Eric J. Granrud

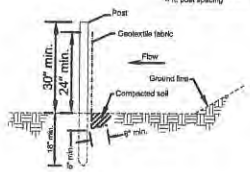
Sheet Reference No.
C-501
INDEX: 13 OF 32

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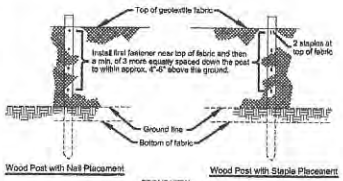


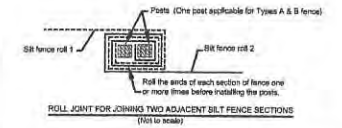




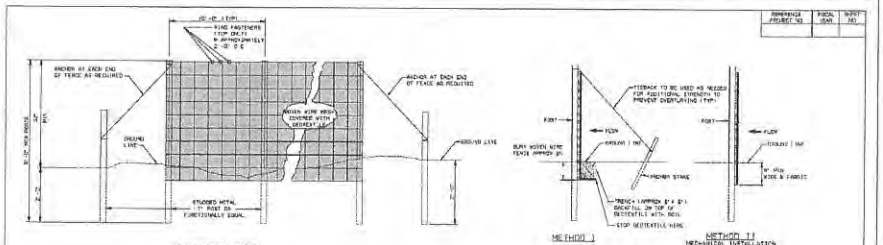


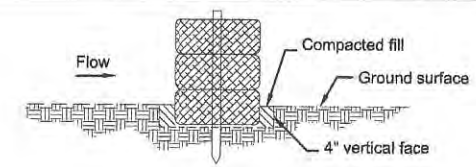
SB
FigSB-3
Alabama Soil & Water Conservation Committee

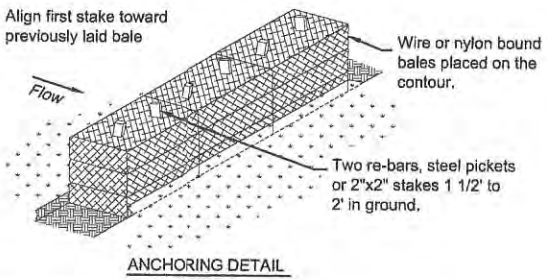




SB
FigSB-4
Alabama Soil & Water Conservation Committee







Note:
- Anchor and embed into soil to prevent washout or water working under barrier.
- Repair or replacement must be made promptly as needed.

SB
FigST-1
Alabama Soil & Water Conservation Committee

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4501 PARK ROAD
MOBILE BAY, ALABAMA

SEDIMENT AND EROSION CONTROL DETAILS

Designed by: EDRAMIREZ
Drawn by: BRODUVANE
Checked by: CHANTLEY
Approved by: EDRAMIREZ
Submitted by: ERIC GRANVILLE, P.E. MOFFATT & NICHOL
Date: 08-16-22
NAM Project No: 15458.02
Drawing code:
Drawing Scale:
Plot scale: 1 1/2 (SHEET)

moffatt & nichol

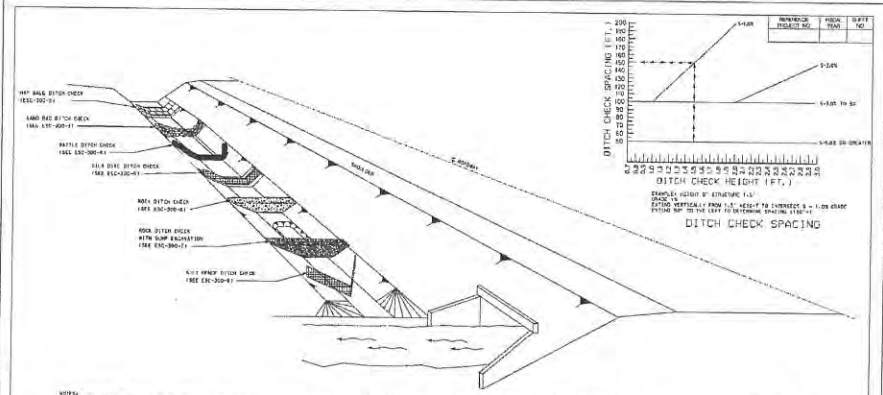
ALABAMA LICENSED No. 38459 PROFESSIONAL ENGINEER ERIC J. GRANVILLE REGISTERED

SEAL: Eric J. Granville

Sheet Reference No.
C-502
INDEX: 14 OF 32

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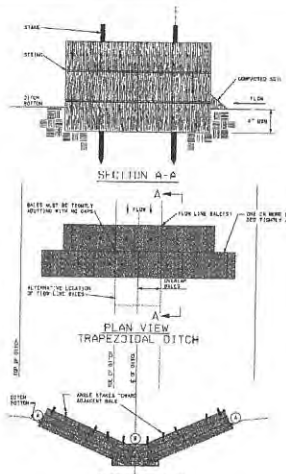


NOTES:
1. THE DITCH CHECK PERSPECTIVE ILLUSTRATES A TYPE BOX OF TEMPORARY PRACTICES THAT MAY BE SELECTED OR REQUIRED BY THE ENGINEER. RITCH CHECKS ARE NOT ALLOWED TO CONTROL RUNOFF FROM DISTURBED AREAS. EROSION AND PROVIDE FOR TRAPPING OF SEDIMENTS.
2. SELECTION OF THE APPROPRIATE DITCH CHECK SHOULD BE A FUNCTION OF CONSTRUCTION PHASE, DRAINAGE AREA, DITCH GRADIENT, SOIL TYPE, FREEBOARD AND SAFETY.
3. DITCH CHECKS CAN BE REMOVED FOR MAINTENANCE AND/OR REPLACEMENT BUT MUST REMAIN IN PLACE UNTIL ALL AREAS HAVE BEEN PERMANENTLY STABILIZED. MAINTENANCE INCLUDES REMOVAL OF SEDIMENTS BEFORE THEY HAVE ACCUMULATED TO 1/2 THE CAPACITY OF THE STRUCTURE AND NEVER ALLOWED TO SEDIMENT TO ACCUMULATE MORE THAN 1/2 THE HEIGHT OF THE STRUCTURE.
4. HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS. IN LOW TO MODERATE GRADIENT DITCHES.
5. SAND BAG DITCH CHECKS ARE USED FOR SITE DRAIN RESTRICTION AND MINIMAL SEDIMENT TRAPPING IN SEDIMENT PAVED DITCHES OR IN DITCHES THAT HAVE ROCK BOTTOMS.
6. NATIVE DITCH CHECKS ARE APPROPRIATE FOR VELOCITY REDUCTION AND CONTROL OF SEDIMENT TRANSPORT UNDER LOW TO MEDIUM FLOW CONDITIONS AND EXCEEDING 1-10 DU STORMS.
7. SILT DIKES CAN BE USED IN DITCHES WITH CONCENTRATED FLOWS WITHIN THE CLEAR ZONE WHERE TRAFFIC CAN NOT BE STOPPED. AS CONSTRUCTION PROGRESSES.
8. THE TYPE AND SIZE OF ROCK USED TO CONSTRUCT ROCK DITCH CHECKS WILL BE SELECTED BY THE DESIGNER AND SHOWN ON THE PLANS. THE SIZE OF ROCK CHOSEN SHOULD BE PROPORTIONAL TO EXPECTED FLOWS AND VELOCITIES. SEDIMENT TRAPPING EFFECTIVENESS MAY BE ADJUSTED BY SIZING.
9. ROCK DITCH CHECK WITH SUMP EXCAVATION CAN BE PLACED ON DITCHES TO FACILITATE ON SITE SEDIMENT TRAPPING. DITCH CHECK WITH SUMP EXCAVATION IS USED WHEN DITCHES ARE USED TO CONVEY RUNOFF FROM OUT OF FALL SLOPES OR OTHER ENTRANCE AREAS WHERE CONCENTRATION OF FLOWS ARE EXPECTED. WHERE TEMPORARY SEDIMENT TRAP SHALL NOT EXCEED 3 ACRES. THEY CAN BE USED IN SERIES TO INCREASE ON-SITE SEDIMENT TRAPPING EFFICIENCY.
10. DITCH CHECKS SHALL NOT BE PLACED IN LIVE STREAMS.
11. CONFIGURATION AND SPACING MAY BE ADJUSTED AS APPROVED BY THE ENGINEER TO ACCOMODATE TRAVELWAY SAFETY, WATER FLOW, OR SOIL AND INSTALLATION CHALLENGES.
12. SILT FENCE DITCH CHECKS ARE USED WHERE IT HAS BEEN DETERMINED IN HAY BALE CHECKS ARE INADEQUATE, OR SILT FENCE DITCH CHECKS CAN BE JUSTIFIED BASED ON COST. SILT FENCE DITCH CHECKS ARE USED TO INTERCEPT LOW VELOCITY FLOWS IN LOW TO MODERATE GRADIENT DITCHES.

DC

ALABAMA DEPARTMENT OF TRANSPORTATION
DITCH CHECK STRUCTURES, TYPICAL APPLICATIONS AND DETAILS
ESC-300-1
1162

NOT TO SCALE



NOTES:
1. MINIMUM RECOMMENDED CHECK SPACING TO TOE MUST UNLESS SHOWN OTHERWISE ON THE PLANS OR APPROVED BY THE ENGINEER. SEE SPACING GUIDANCE ON ESC-300-1.
2. WHENEVER STAKES SHALL BE SIZED, SPACED, AND BE OF A WATER RESISTANT EFFECTIVELY SECURE THE CHECK. A MINIMUM OF TWO STAKES PER BALE IS REQUIRED. ALL NON-DEGRADABLE MATERIALS SHALL BE REMOVED WHEN NO LONGER NEEDED.
3. BALES SHALL BE EMBEDDED IN THE SOIL A MIN OF 4 INCHES.
4. BALES SHALL BE PLACED IN A ROW WITH ENDS TIGHTLY ADJOINING THE ADJACENT BALES. THE BALES SHALL BE PLACED WITH BINDINGS PARALLEL TO THE GROUND.
5. SOIL IS COMPACTED ALONG THE BASE OF THE UPSTREAM FACE TO PREVENT PIPING.
6. MULTIPLE ADJACENT ROWS OF BALES ARE SOMETIMES AS SHOWN.

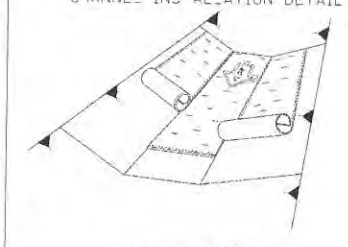
HAY BALE DITCH CHECK SELECTION GUIDELINES

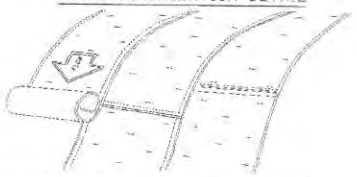
HAY BALES ARE USED TO INTERCEPT LOW VOLUME FLOWS IN LOW TO MODERATE GRADIENT DITCHES.

DC

ALABAMA DEPARTMENT OF TRANSPORTATION
DETAILS OF HAY BALE DITCH CHECKS
ESC-300-2
1162-A

NOT TO SCALE





OPTION A (SEE NOTE 5)

OPTION B (SEE NOTE 5)

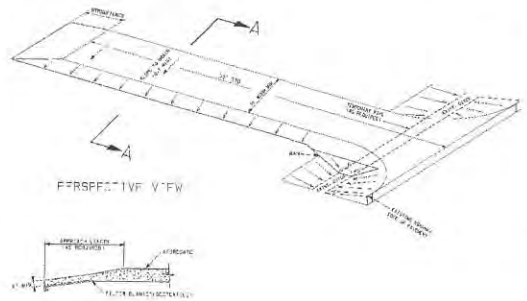
NOTES:
1. ROLLED EROSION CONTROL PRODUCTS SHALL BE INSTALLED PARALLEL TO THE DIRECTION OF FLOW. THERE SHALL BE AN ADJACENT ROLLED AT THE UPPER END OF THE SLOPE AND TURN THE TOP EDGE AND DOWNSTREAM CHECK. ADJACENT ROLLS SHALL ALSO BE OVERLAPPED.
2. STAPLES SHALL BE PLACED ON OVERLAPS AT THE END OF THE ROLL AND THROUGH OUT THE ROLL INSTALLATION IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. IF UNSURE, THE HIGH END IN CONTACT WITH THE GROUND TYPE SOIL.
3. HYDRAULIC APPLIED EROSION CONTROL PRODUCTS SHALL BE INSTALLED BY SPRAYING IN OPPOSING DIRECTIONS TO PROVIDE A SOLID BLANKET OF FIBERS. MULCH SHALL BE APPLIED BY EQUIPMENT AND AT A RATE THAT MEETS THE RECOMMENDATIONS OF THE PRODUCT MANUFACTURER SPECIFIC TO THE SLOPE.
4. WITHIN 10 DAYS OF INSTALLATION, DISTURBED AREAS OF THE INSTALLATION SHALL BE SEEDED AND MULCHED (OR AREAS HAVING A POTENTIAL TO FLOOD DURING A LOCAL 2 YEAR, 24 HOUR STORM EVENT.
5. RECP TYPE 2 AND 3'S ARE TO BE PLACED ON TOP OF SEEDING. RECP TYPE 1'S, 2'S AND 3'S ARE TO BE IN USED OF THE TOP OF THE SLOPE AND ANCHORED. THAT IS WHERE THE CHANNEL MEETS THE SLOPE. IN SITUATIONS USED OR RECP TYPE 1'S OR 2'S ARE PLACED ON THE SLOPE AND NOT ANCHORED, THE TOP OF THE CHANNEL UNTIL VEGETATION, OR METAL EDGING IS IN PLACE.
6. SEE SHEET ESC-100-1 FOR APPROVED ROLLED AND HYDRAULIC EROSION CONTROL PRODUCTS.

ECB

ALABAMA DEPARTMENT OF TRANSPORTATION
DETAILS OF TEMPORARY EROSION CONTROL PRODUCTS INSTALLATION
ESC-100-1
1162

Ds1

NOT TO SCALE



NOTES:
1. A 5' RADIUS EXISTING ROAD SHOULDER SHALL BE CONSTRUCTED A LOCATIONS SHOWN ON ALL ENTRANCES AND EXITS TO THE PROJECT. THESE SHOULDERS SHALL BE APPROVED BY THE ENGINEER AND MAY BE ADJUSTED AS NECESSARY TO ACCOMMODATE ACTUAL FIELD CONDITIONS. ALL ENTRANCES AND EXITS OF CONSTRUCTION EQUIPMENT TO PUBLIC ROADS SHALL BE ACCESSIBLE THROUGH ALL WEATHER, GOOD AREAS OF THE PROJECT FROM UNSTABILIZED AREAS OF THE PROJECT SHALL BE PROTECTED BY A STABILIZED CONSTRUCTION ENTRANCE. STABILIZED ENTRANCE, PLANTINGS, PLANTINGS, OR OTHER EXISTING MEANS SHALL BE USED AS REQUIRED TO CONTROL AND STABILIZE VEHICULAR ACCESS ACROSS THE STABILIZED AREAS.
2. THE CONTRACTOR MAY ASSIST IN ADDITIONAL ENTRANCES OR EXITS AS REQUIRED IN ADDITION TO THE LOCATIONS SHOWN ON THE PLANS, BUT ALL SUCH ENTRANCES AND EXITS SHALL BE APPROVED BY THE ENGINEER.
3. ALL VEHICLES SHALL BE CONFINED TO THE CONSTRUCTION ENTRANCES AND EXITS. ALL PUBLIC ROADS (INCLUDING ON SITE ROADS) SHALL BE KEPT CLEAN OF MUD, DEBRIS, AND OTHER CONSTRUCTION MATERIALS. ALL MUD, DEBRIS, AND OTHER CONSTRUCTION MATERIALS SHALL BE REMOVED FROM PUBLIC ROADS AS DIRECTED BY THE ENGINEER.
4. SUBMISSIONS SHALL BE MADE TO THE ENGINEER FOR APPROVAL OF ALL PROPOSED CONSTRUCTION ENTRANCES, ACCESSES, AND HAUL ROADS ON PRIVATE AND PUBLIC PROPERTIES.
5. THE SURFACE OF THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC ROADS. THE STABILIZED CONSTRUCTION ENTRANCE SHALL BE TOPDRESSED WITH ADDITIONAL STONE AS NECESSARY TO KEEP ALL VEHICLES ENTERING OR LEAVING THE SITE TRAVELING OVER THE ENTRANCE. ANY MATERIAL SPILLED, DROPPED, WASHED, OR TRACKED ONTO PUBLIC ROADS SHALL BE REMOVED IMMEDIATELY. WHEN WASHING IS REQUIRED TO REMOVE SEDIMENT, IT SHALL BE DONE ON AN AREA STABILIZED WITH AGGREGATE AND WHERE THE SEDIMENT WILL BE PREVENTED FROM ENTERING ANY STORM DRAIN, DITCH, OR WATERCOURSE.
6. THE MINIMUM SIZE OF A STANDARD STABILIZED CONSTRUCTION ENTRANCE SHALL BE 50 FEET UNLESS OTHERWISE SHOWN ON THE PLANS OR APPROVED BY THE ENGINEER. THE WIDTH SHALL BE NOT LESS THAN THE FULL WIDTH AT POINTS WHERE INGRESS OR EGRESS OCCURS, BUT NOT LESS THAN 10 FEET WIDE.

CEP

ALABAMA DEPARTMENT OF TRANSPORTATION
STABILIZED CONSTRUCTION ENTRANCE
ESC-107
1162

NOT TO SCALE

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SEDIMENT AND EROSION CONTROL DETAILS

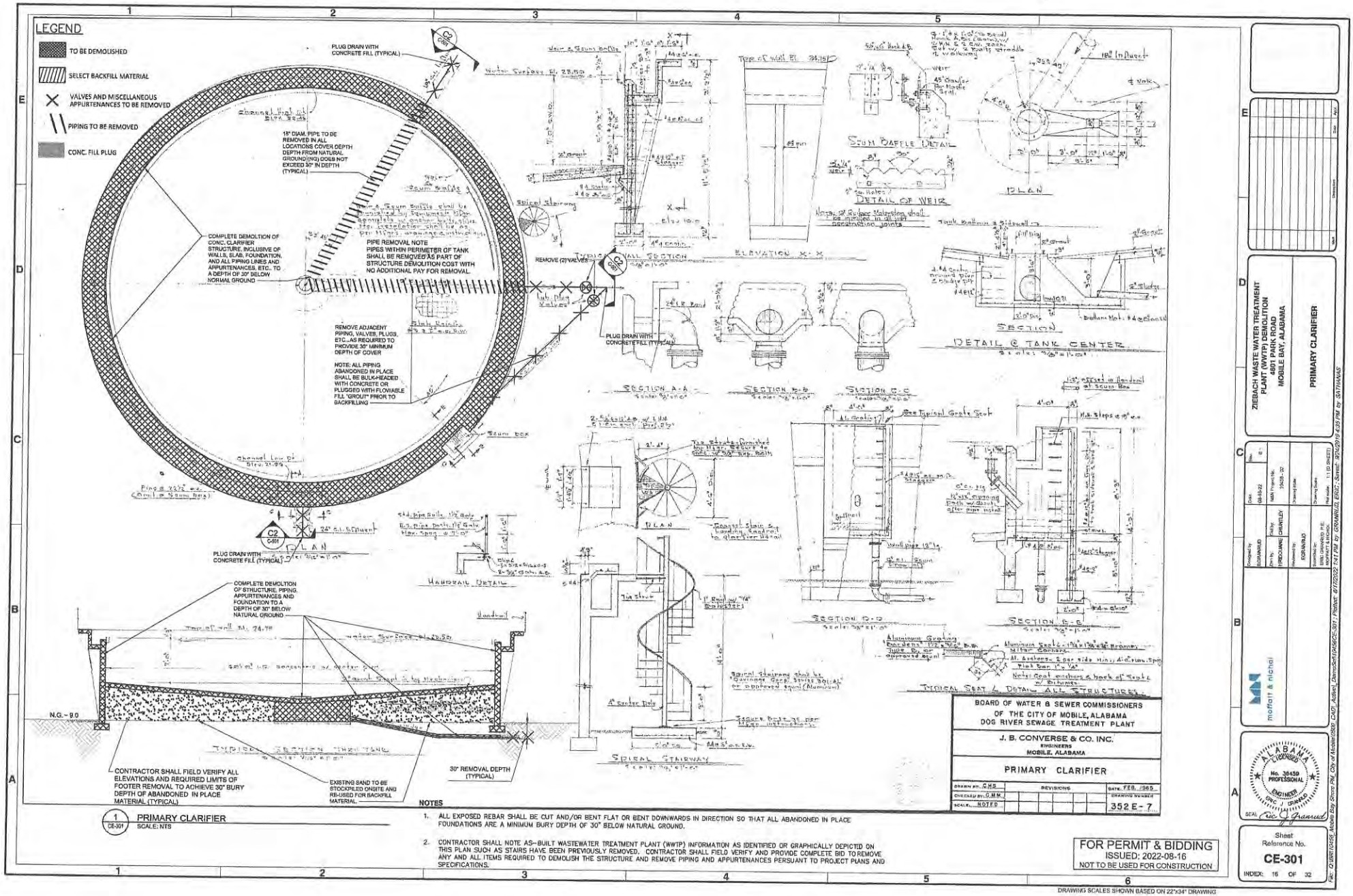
Designed by: EDWARDLEE
Drawn by: FREDDIANE DRENTLEY
Reviewed by: EDRAMSEUR
Submitted by: ERIC EDMUNDS P.E.
Approved by: ERIC EDMUNDS P.E.
Date: 08/16/22
Mott Project No.: 193025.001
Drawing Scale: 1:1 (1/2 SHEET)

mott & nichol

ALABAMA LICENSED No. 30459 PROFESSIONAL ENGINEER ERIC J. GRANRUD
SEAL: Eric J. Granrud

Sheet Reference No.
C-503
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1 CE-301 PRIMARY CLARIFIER
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

PRIMARY CLARIFIER

DRAWN BY: C.H.S | CHECKED BY: C.M.M. | SCALE: NOTED | REVISIONS | DATE: FEB. 1965 | DRAWING NUMBER: 352 E-7

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

PRIMARY CLARIFIER

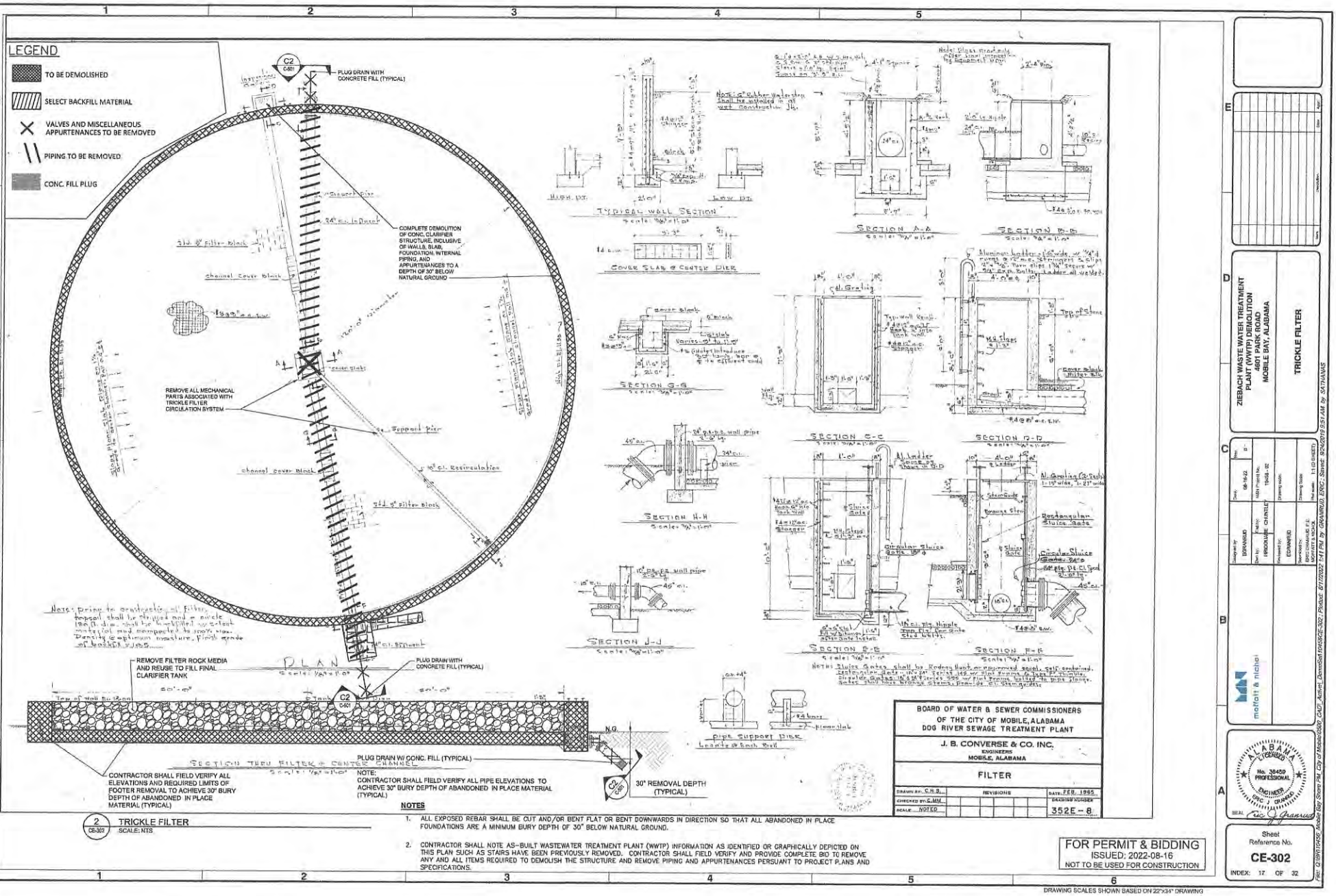
moffatt & nichol

ALABAMA No. 36439 PROFESSIONAL ENGINEER

Sheet Reference No.
CE-301
INDEX: 16 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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2 CE-303 TRICKLE FILTER
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

FILTER

DRAWN BY: C.H.B. | REVISIONS | DATE: FEB. 1965
CHECKED BY: C.MM. | DRAWING NUMBER
SCALE: NOTED | 352E-8

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

TRICKLE FILTER

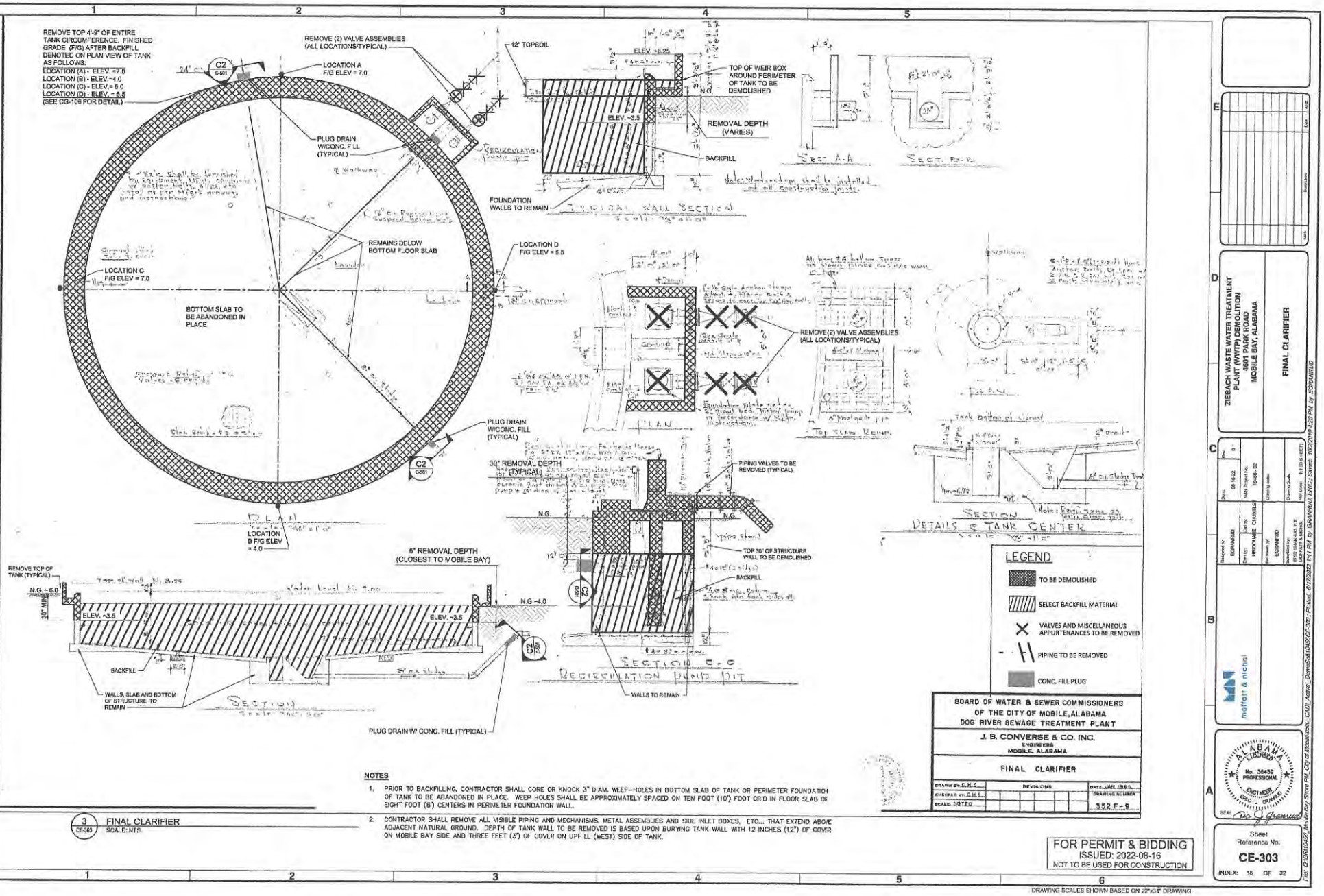
Designed by: DERWARD | Drawn by: | Checked by: IRBOSLUE CHANTLE | Reviewed by: EDWARD | Submitted by: ERIC DEMARE, P.E. MOFFATT & NICHOL
Date: 08-16-22 | Job No.: 4601 Project No.: 19456 - 302 | Drawing Scale: | Plot Scale: 1:1 (@ SHEET)

ALABAMA LICENSED No. 36459 PROFESSIONAL ENGINEER ERIC DEMARE
SEAL

Sheet Reference No.
CE-302
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DRAWING SCALES SHOWN BASED ON 22"X34" DRAWING



NOTES

1. PRIOR TO BACKFILLING, CONTRACTOR SHALL CORE OR KNOCK 3" DIAM. WEEP-HOLES IN BOTTOM SLAB OF TANK OR PERIMETER FOUNDATION OF TANK TO BE ABANDONED IN PLACE. WEEP HOLES SHALL BE APPROXIMATELY SPACED ON TEN FOOT (10') FOOT GRID IN FLOOR SLAB OR EIGHT FOOT (8') CENTERS IN PERIMETER FOUNDATION WALL.
2. CONTRACTOR SHALL REMOVE ALL VISIBLE PIPING AND MECHANISMS, METAL ASSEMBLIES AND SIDE INLET BOXES, ETC... THAT EXTEND ABOVE ADJACENT NATURAL GROUND. DEPTH OF TANK WALL TO BE REMOVED IS BASED UPON BURYING TANK WALL WITH 12 INCHES (12") OF COVER ON MOBILE BAY SIDE AND THREE FEET (3') OF COVER ON UPHILL (WEST) SIDE OF TANK.

3 CE-303 FINAL CLARIFIER
SCALE: NTS

BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT
J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA
FINAL CLARIFIER

DRAWN BY: C.H.S.	REVISIONS	DATE: JAN. 1965
CHECKED BY: C.H.S.		DRAWING NUMBER
SCALE: NOTED		352 F-9

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4801 PARK ROAD
MOBILE BAY, ALABAMA
FINAL CLARIFIER

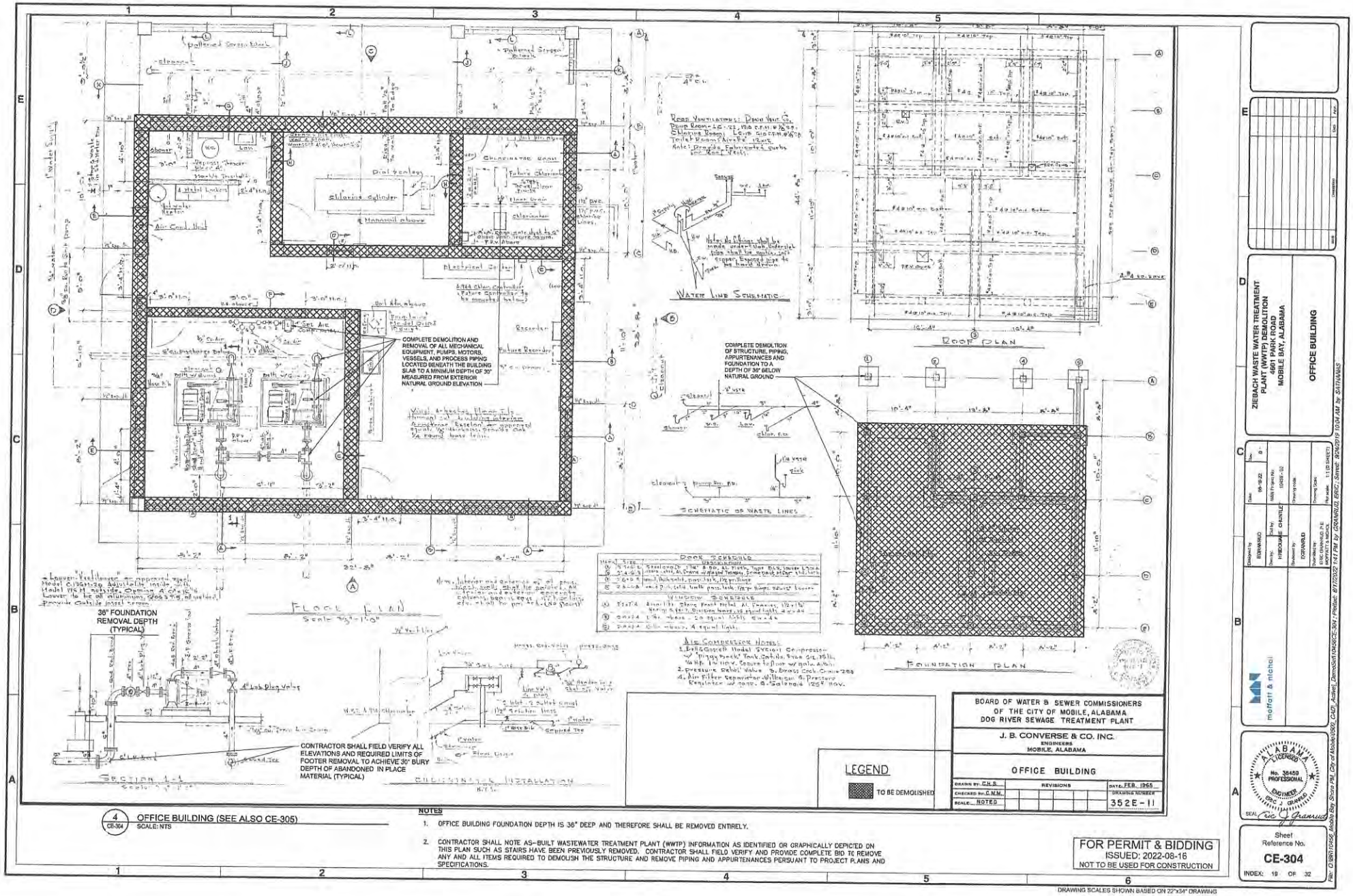
Designed by: EGRANGER
Drawn by: IRENE MAE CASTILLO
Reviewed by: EGRANGER
Standard by: ERIC GRANGER, P.E. MATT'S MICHAEL
Date: 08-19-22
Main Project No. 19468-02
Drawing Date:
Drawing Scale:
Plot Scale: 1:1 (1:3 SHEET)

ALABAMA LICENSED No. 36459 PROFESSIONAL ENGINEER ERIC GRANGER

Sheet Reference No.
CE-303
INDEX: 18 OF 32

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DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING



4 CE-304 OFFICE BUILDING (SEE ALSO CE-305)
SCALE: NTS

NOTES

1. OFFICE BUILDING FOUNDATION DEPTH IS 36" DEEP AND THEREFORE SHALL BE REMOVED ENTIRELY.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

OFFICE BUILDING

DRAWN BY: C.H.S. | REVISIONS | DATE: FEB. 1965
CHECKED BY: C.M.M.
SCALE: NOTED | DRAWING NUMBER: 352E-11

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

OFFICE BUILDING

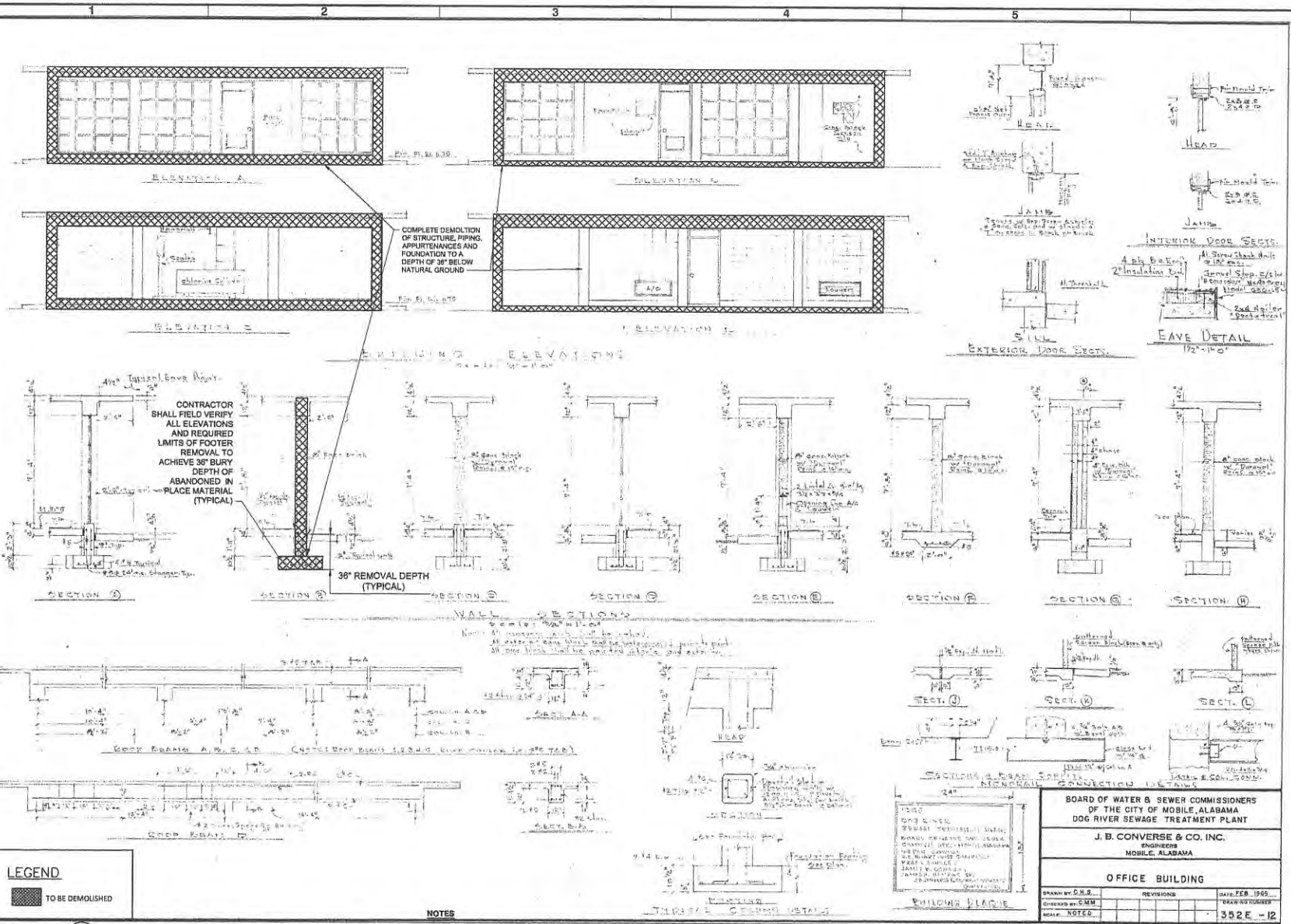
Moffatt & Nichol

ALABAMA LICENSED ENGINEER
No. 38459 PROFESSIONAL
ENGINEER
ERIC J. GRANRUD
SEAL

Sheet Reference No.
CE-304
INDEX: 19 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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4 CE-305 OFFICE BUILDING (SEE ALSO CE-304)
SCALE: NTS

NOTES

1. OFFICE BUILDING FOUNDATION DEPTH IS 36" DEEP AND THEREFORE SHALL BE REMOVED ENTIRELY.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

OFFICE BUILDING

DRAWN BY: D.H.S. | REVISIONS | DATE: FEB. 1969
CHECKED BY: C.M.M. | DRAWING NUMBER
SCALE: NOTED | 352E-12

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4501 PARK ROAD
MOBILE BAY, ALABAMA

OFFICE BUILDING

Designed by: EDRAMUD | Drawn by: EDRAMUD | Checked by: EDRAMUD | Approved by: BRIDGHAM D. P.E. MOFFATT & NICHOL
Date: 08-11-22 | Job/Project No.: 19439 - 02 | Drawing Code: | Drawing Scale: | File Name: 1:1 (D SHEET)
Rev: 0 -

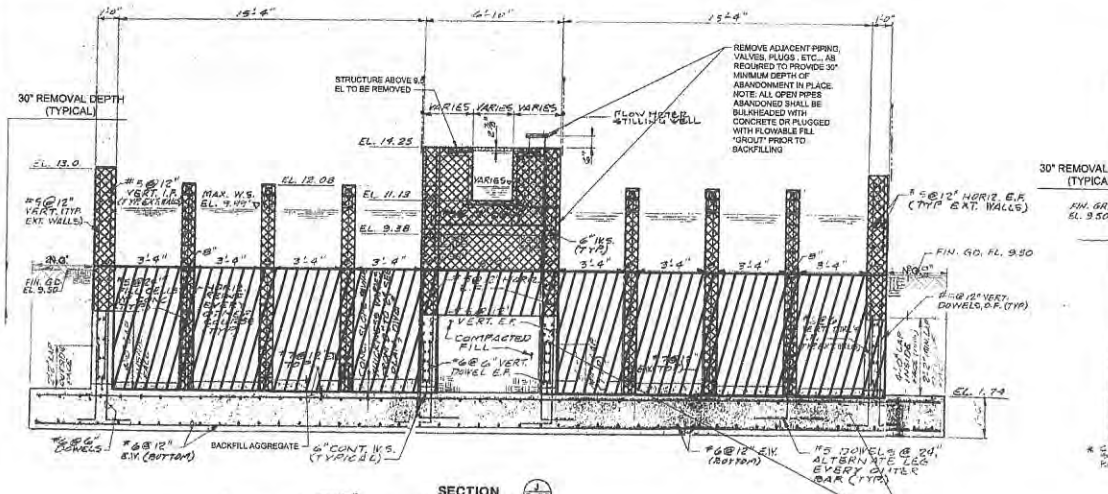
moffatt & nichol

ALABAMA LICENSED No. 35459 PROFESSIONAL ENGINEER EDRA D. GRANADO
SEAL

Sheet Reference No.
CE-305
INDEX: 20 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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LEGEND

- TO BE DEMOLISHED
- SELECT BACKFILL MATERIAL
- VALVES AND MISCELLANEOUS APPURTENANCES TO BE REMOVED
- PIPING TO BE REMOVED
- CONC. FILL PLUG

APPROVED DRAWINGS
W/ LTR. DATE 6-23

ERIC: LEGEND COULD BE RESCALED AND PLACED HERE

OCT. 19, 1992, ISSUED FOR REBIDDING

BIDDING ONLY

NO	REVISION	DATE	FND.	DATE	ISSUED FOR

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

VERIFY SCALES. BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED	H.R.R.	APPROVED	SEAL
DRAWN BY	W.F.J.JR.		
ENGINEER	S.H.H.	APPROVED	
PROJECT MGR	H.R.R.		
CHECKED BY	K.W.J.	DATE	FEBRUARY, 1992

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL2 / SO2 CONTACT CHAMBER SECTIONS AND DETAILS

SCALE	NOTED
PROJECT NO	05-0006-68
DRAWING NO	G-23
SHEET	24 OF 49

5 CE-306 CONTACT CHAMBER (SEE ALSO CE-307, CE-308 & CE-309)
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. PRIOR TO BACKFILLING, CONTRACTOR SHALL CORE OR KNOCK 6" DIAM. WEEP HOLES IN EXTERIOR PERIMETER WALL OF TANK THAT IS TO BE ABANDONED IN PLACE. HOLES SHALL BE SPACED APPROX. TEN FEET (10') APART AND NO PORTION OF PERIMETER WALL SHALL NOT CONTAIN A WEEP-HOLE LOCATED FLUSH WITH BOTTOM SLAB.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4501 PARK ROAD
MOBILE BAY, ALABAMA

CONTACT CHAMBER

Rev.	Date	Description
0	08-19-22	

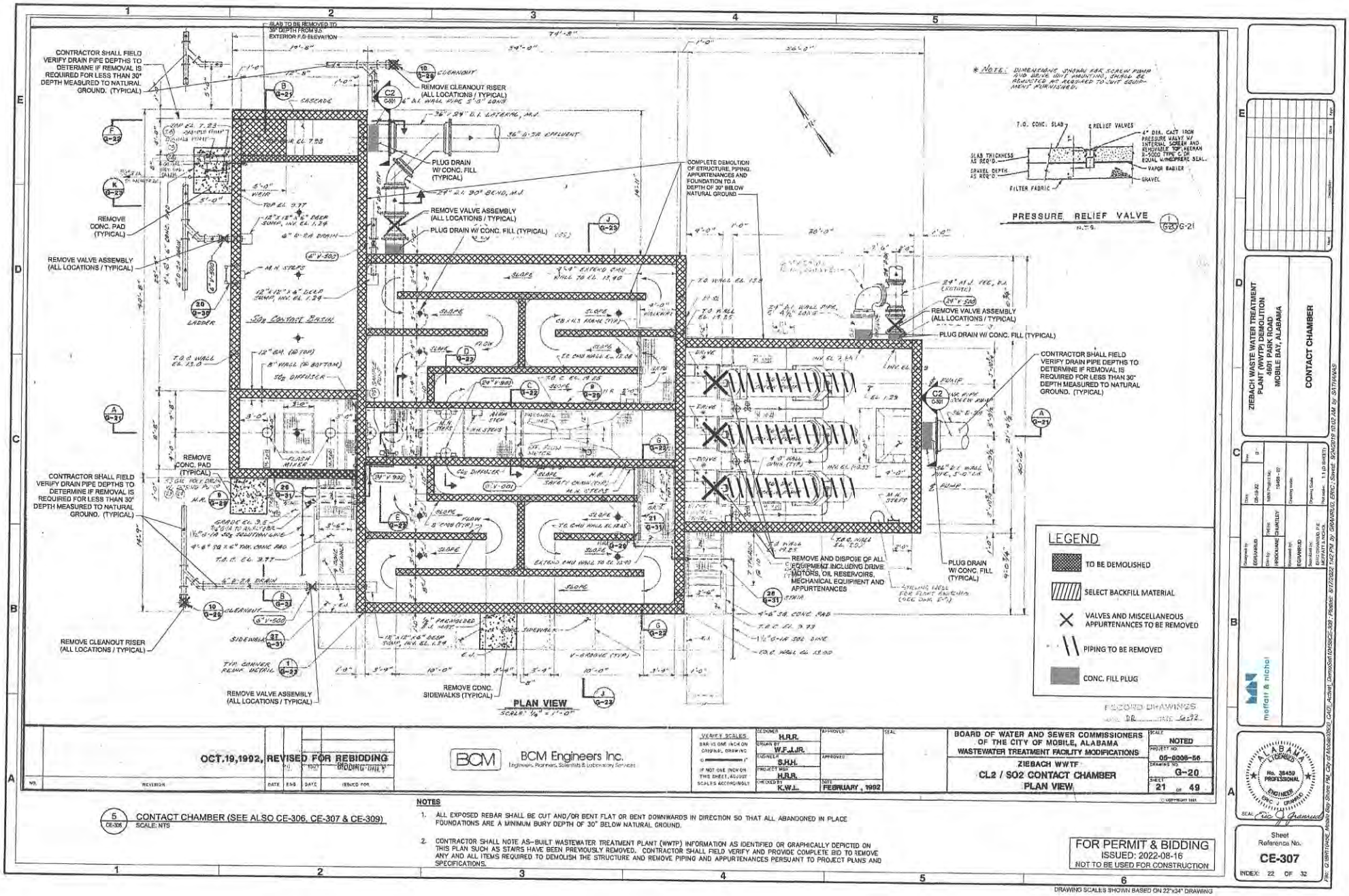
Designed by: EDWARD
Drawn by: ERIC GOULD, P.E.
Reviewed by: EDWARD
Submitted by: EDWARD
Date: 08-19-22
NBN Project No: 10028-07
Drawing Date: CHANTLEY
Drawing Scale: 11 (ID SHEET)

mellott & nichol

ALABAMA LICENSED No. 36439 PROFESSIONAL ENGINEER ERIC J. GOULD
SEAL

Sheet Reference No.
CE-306
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RECORD DRAWINGS
MARK DR DATE 6e32

OCT.19,1992, REVISED FOR REBIDDING

NO.	REVISION	DATE	ENG	DATE	ISSUED FOR
					BIDDING ONLY

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY	H.R.R.	APPROVED	SEAL
DRAWN BY	W.F.J.,JR.	APPROVED	
ENGINEER	S.H.H.	PROJECT MGR.	
CHECKED BY	H.R.R.	DATE	FEBRUARY , 1992
CHECKED BY	K.W.L.		

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL2 / SO2 CONTACT CHAMBER
PLAN VIEW

SCALE: NOTED
PROJECT NO: 05-0008-56
DRAWING NO: G-20
SHEET: 21 OF 49

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5 CE-306 CONTACT CHAMBER (SEE ALSO CE-306, CE-307 & CE-309)
SCALE: NTS

NOTES
1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

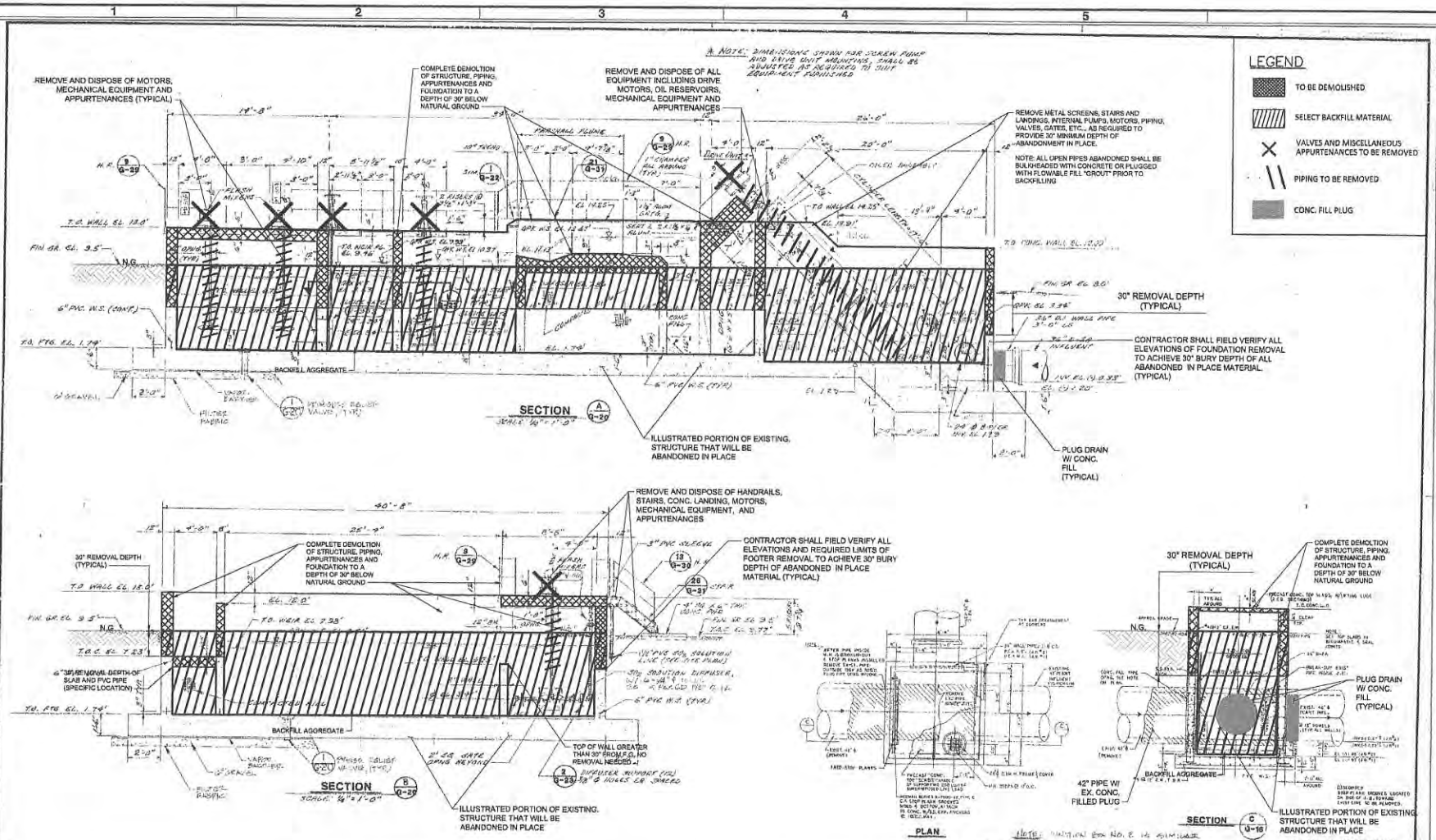
ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4901 PARK ROAD
MOBILE BAY, ALABAMA
CONTACT CHAMBER

maffatt & nichol

BAM LICENSED No. 36450 PROFESSIONAL ENGINEER ENG. & GRAMES
SEAL

Sheet Reference No.
CE-307
INDEX: 22 OF 32

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OCT.19,1992, REVISED FOR REBIDDING

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

DESIGNED BY	H.R.R.
DRAWN BY	W.F.J.R.
CHECKED BY	S.H.H.
PROJECT MGR.	H.R.R.
CHECKED BY	K.W.L.
APPROVED	
APPROVED	
DATE	FEBRUARY, 1992

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL2 / SO2 CONTACT CHAMBER SECTIONS AND DETAILS

SCALE: NOTED
PROJECT NO. 05-0006-56
DRAWING NO. G-21
SHEET 22 OF 49

5 CE-308 CONTACT CHAMBER (SEE ALSO CE-306, CE-307 & CE-309)
SCALE: NTS

NOTES
1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

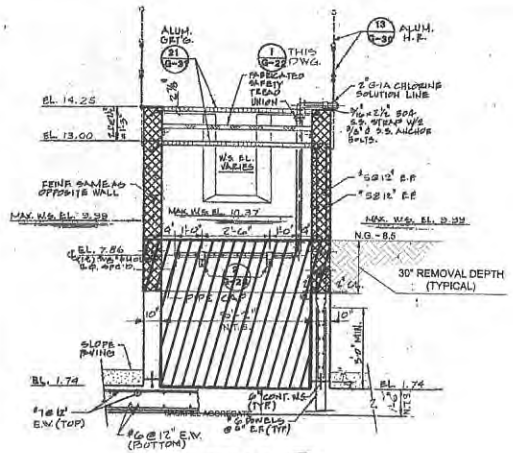
ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4901 PARK ROAD
MOBILE BAY, ALABAMA
CONTACT CHAMBER

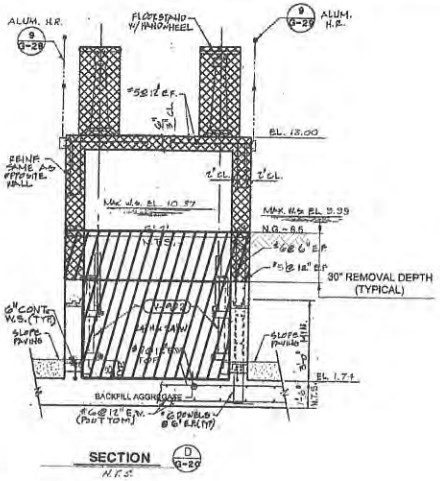
moffatt & nichol

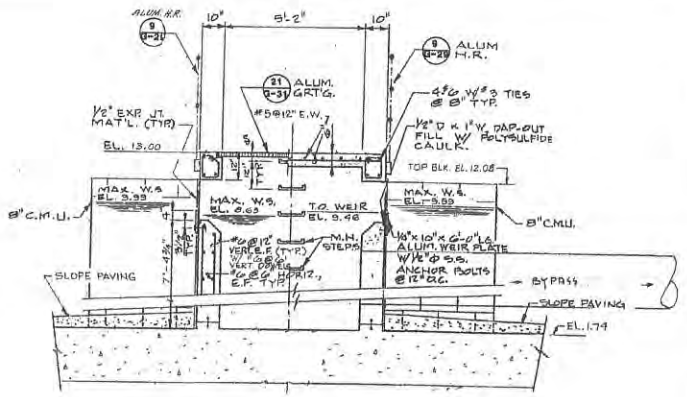
ALABAMA LICENSED No. 36459 PROFESSIONAL ENGINEER

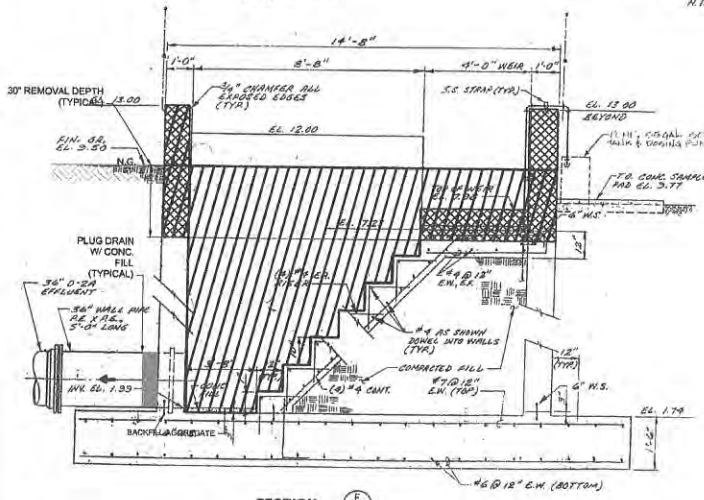
Sheet Reference No.
CE-308
INDEX: 23 OF 32

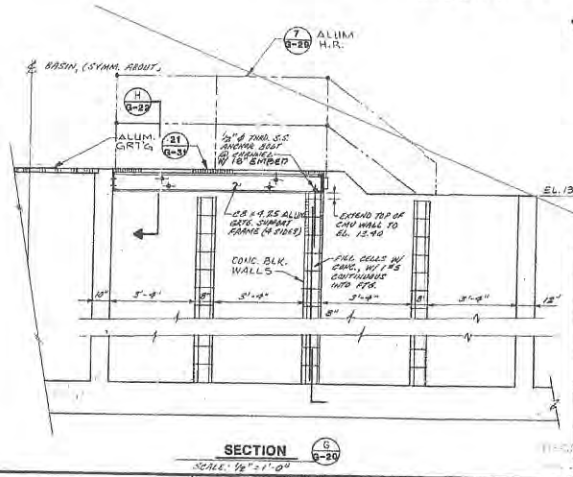
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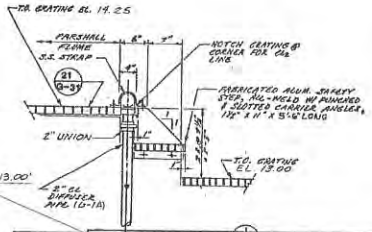












SECTION E
SCALE: 1/2"=1'-0"

LEGEND
- TO BE DEMOLISHED
- SELECT BACKFILL MATERIAL
- VALVES AND MISCELLANEOUS APPURTENANCES TO BE REMOVED
- PIPING TO BE REMOVED
- CONC. FILL PLUG

5 CE-309 CONTACT CHAMBER (SEE ALSO CE-306, CE-307 & CE-308)
SCALE: NTS

NOTES
1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
2. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO DEMOLISH THE STRUCTURE AND REMOVE PIPING AND APPURTENANCES PERSUANT TO PROJECT PLANS AND SPECIFICATIONS.

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

NO.	REVISION	DATE	ENG.	DATE	ISSUED FOR
	OCT.19,1992, REVISED FOR REBIDDING				BIDDING ONLY

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY	H.R.R.	APPROVED
DRAWN BY	W.F.J.R.	
ENGINEER	S.H.H.	APPROVED
PROJECT MGR.	H.R.R.	
CHECKED BY	K.W.J.	DATE FEBRUARY, 1992

SEAL

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL[redacted]NTACT CHAMBER AND DETAILS

SCALE: NOTED
PROJECT NO. 05-0006-56
DRAWING NO. G-22
SHEET 23 OF 49

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA
CONTACT CHAMBER

No.	Date	Description
0	08-16-22	

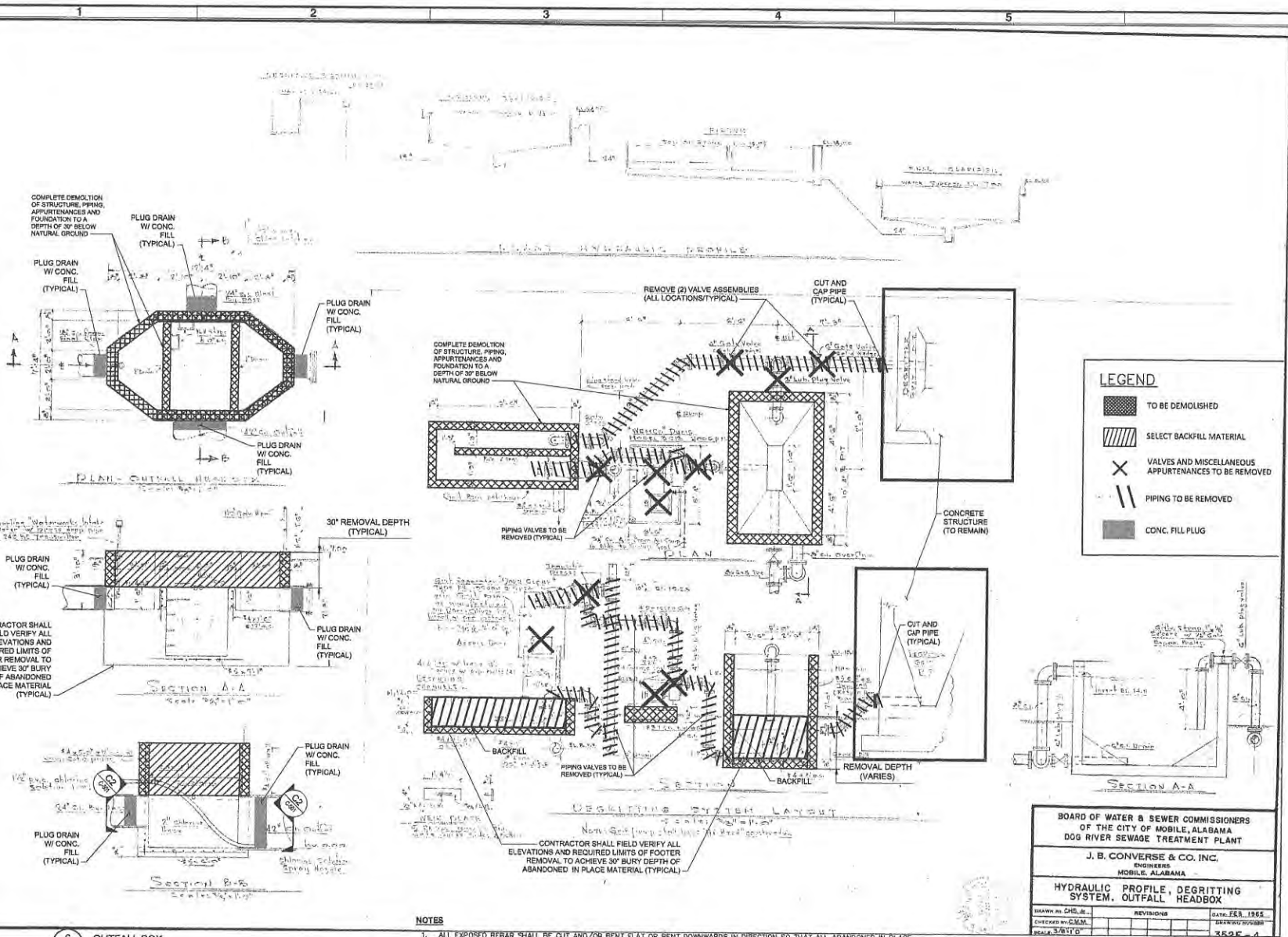
Designed by: EDRAWRUD | Drawn by: JHENDRIX/JSHANTLEY | Approved by: EDRAWRUD | Date: 08-16-22 | Work Order No.: 05-0006-56 | Drawing Date: | Total Sheets: 1 (1 SHEET)

EDRAWRUD | EDRAWRUD | EDRAWRUD

Sheet Reference No. CE-309
INDEX: 24 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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6 CE-310 OUTFALL BOX
SCALE: NTS

NOTES

1. ALL EXPOSED REBAR SHALL BE CUT AND/OR BENT FLAT OR BENT DOWNWARDS IN DIRECTION SO THAT ALL ABANDONED IN PLACE FOUNDATIONS ARE A MINIMUM BURY DEPTH OF 30" BELOW NATURAL GROUND.
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BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

HYDRAULIC PROFILE, DEGRITTING SYSTEM, OUTFALL HEADBOX

DRAWN BY: CHS, JR. | REVISIONS | DATE: FEB 1965
CHECKED BY: C.W.M.
SCALE: 3/8"=1'-0" | DRAWING NUMBER: 352E-4

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4801 PARK ROAD
MOBILE BAY, ALABAMA

OUTFALL BOX

Designed by: EGRAMBUD | Date: 08-19-22
Drawn by: HRODGUME | Checked by: CRAWLEY | MAN Project No.: 19456-02
Reviewed by: EGRAMBUD | Drawing Date:
Submitted by: EDIC CRAWLEY, P.E. DEPARTMENT MANAGER | Plot scale: 1:1 (22 SHEET)

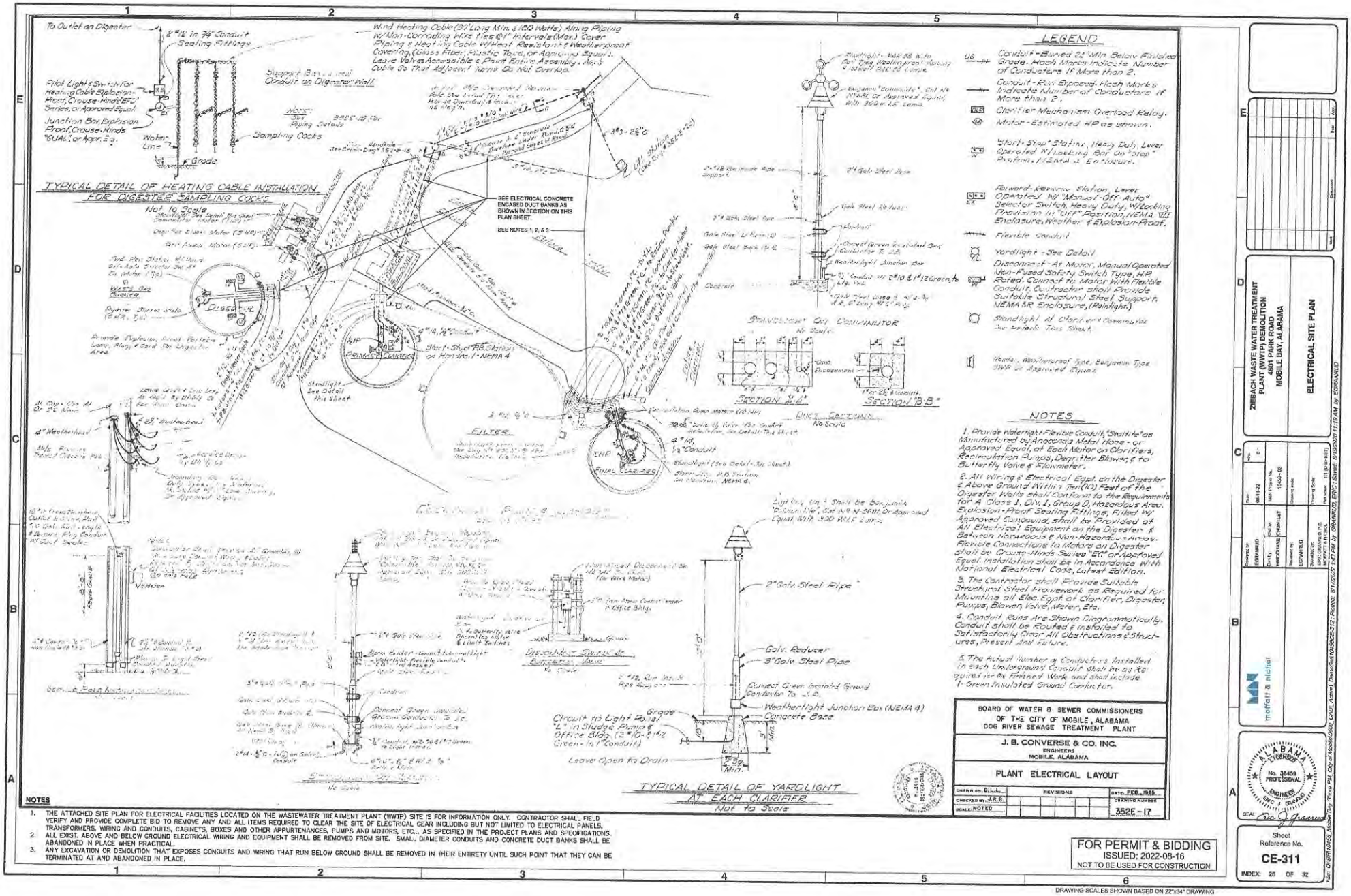
moffatt & nichol

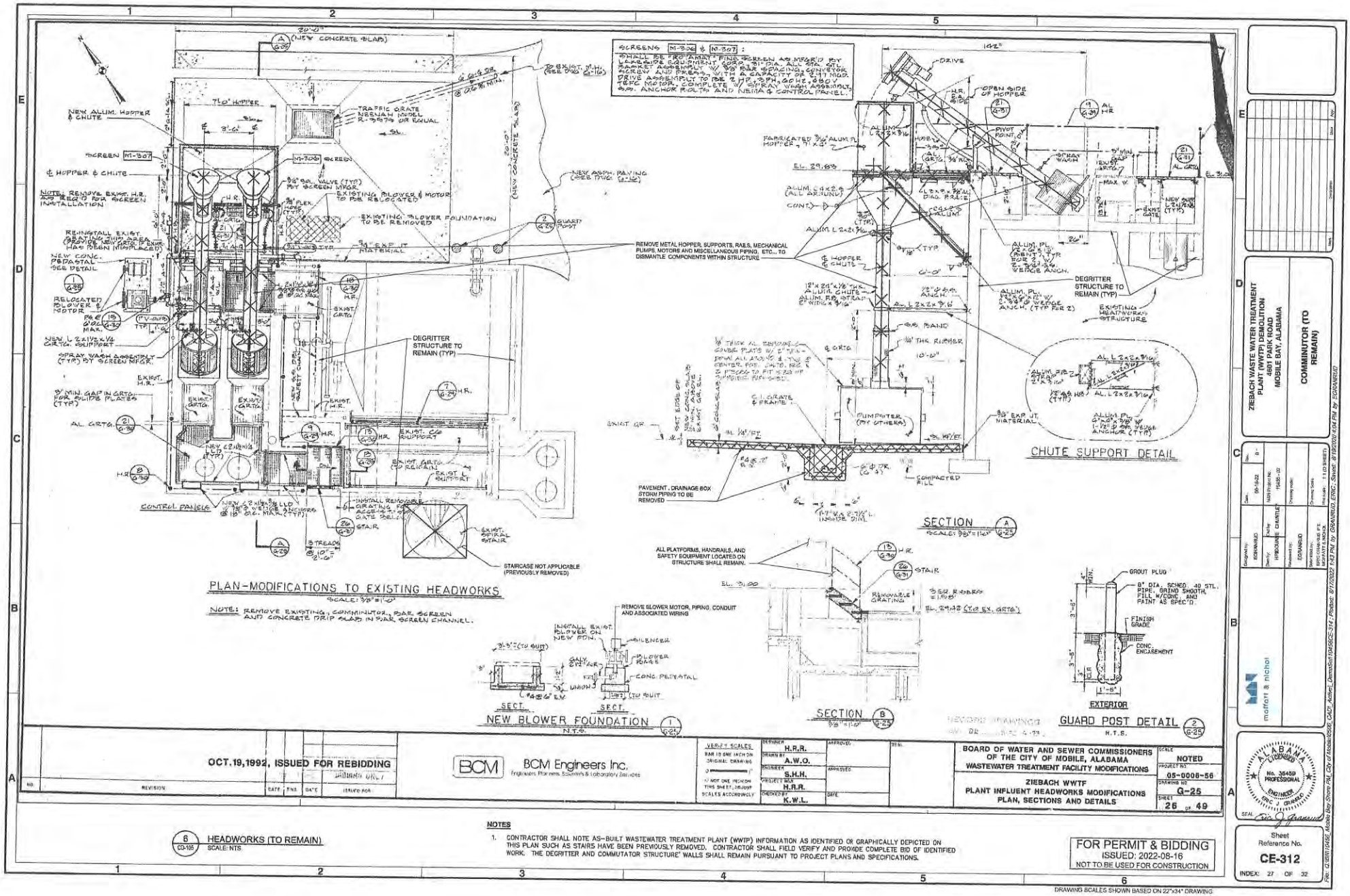
ALABAMA LICENSED ENGINEER
No. 36459 PROFESSIONAL
ENGINEER
ERIC CRAWLEY
SCALE: Eric J. Crawley

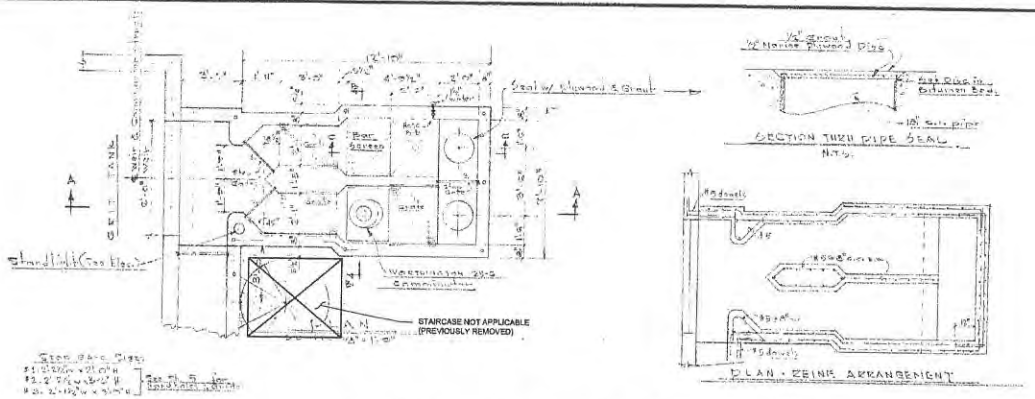
Sheet Reference No.
CE-310
INDEX: 28 OF 32

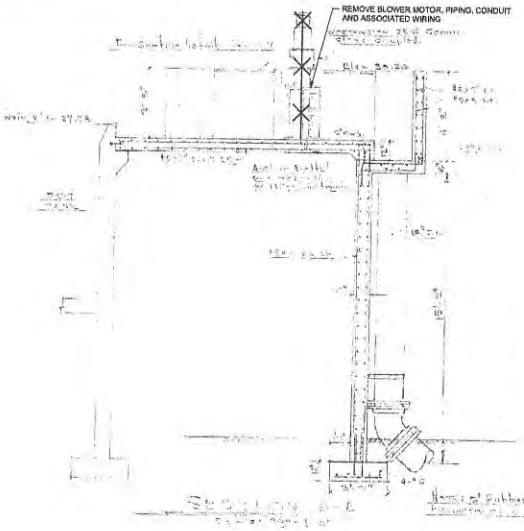
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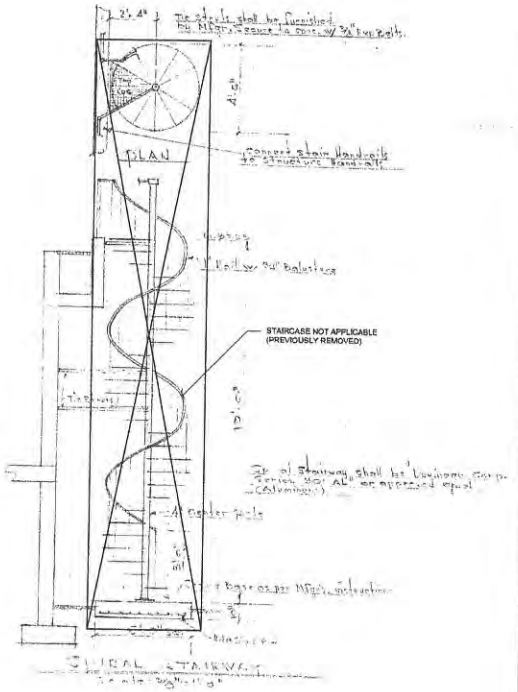
DRAWING SCALES SHOWN BASED ON 22"X34" DRAWING


TYPICAL DETAIL OF HEATING CABLE INSTALLATION FOR DIGESTER SAMPLING COCKS
Not to Scale
TYPICAL DETAIL OF YARDLIGHT AT EACH CLARIFIER
Not to Scale
LEGEND
NOTES
1. Provide Watertight Flexible Conduit, "Sealtite" as Manufactured by Anaconda Metal Hose - or Approved Equal, at Each Motor on Clarifiers, Recirculation Pumps, Degritter Blower, & to Butterfly Valve & Flowmeter.
2. All Wiring & Electrical Eqpt. on the Digester & Above Ground Within Ten(10) Feet of the Digester Walls shall Conform to the Requirements for A Class I, Div. 2, Group D, Hazardous Area, Explosion-Proof Sealing Fittings, Filled w/ Approved Compound, shall be Provided at All Electrical Equipment on the Digesters & Between Hazardous & Non-Hazardous Areas. Flexible Connections to Motors on Digester shall be Crouse-Hinds Series "EC" or Approved Equal. Installation shall be in Accordance With National Electrical Code, Latest Edition.
3. The Contractor shall Provide Suitable Structural Steel Framework as Required for Mounting all Elec. Eqpt. at Clarifier, Digester, Pumps, Blower, Valve, Meter, Etc.
4. Conduit Runs Are Shown Diagrammatically. Conduit shall be Routed & Installed to Satisfactorily Clear All Obstructions & Structures, Present and Future.
5. The Actual Number of Conductors Installed in each Underground Conduit shall be as Required for the Finished Work and shall Include 1 Green Insulated Ground Conductor.
BOARD OF WATER & SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT
J. B. CONVERSE & CO., INC. ENGINEERS MOBILE, ALABAMA
PLANT ELECTRICAL LAYOUT
DRAWN BY: D.L.H.
CHECKED BY: J.R.B.
SCALE: NOTED
DATE: FEB., 1965
DRAWING NUMBER 352E-17
NOTES
1. THE ATTACHED SITE PLAN FOR ELECTRICAL FACILITIES LOCATED ON THE WASTEWATER TREATMENT PLANT (WWTP) SITE IS FOR INFORMATION ONLY. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID TO REMOVE ANY AND ALL ITEMS REQUIRED TO CLEAR THE SITE OF ELECTRICAL GEAR INCLUDING BUT NOT LIMITED TO ELECTRICAL PANELS, TRANSFORMERS, WIRING AND CONDUITS, CABINETS, BOXES AND OTHER APPURTENANCES, PUMPS AND MOTORS, ETC... AS SPECIFIED IN THE PROJECT PLANS AND SPECIFICATIONS. ABANDONED IN PLACE WHEN PRACTICAL.
2. ALL EXIST. ABOVE AND BELOW GROUND ELECTRICAL WIRING AND EQUIPMENT SHALL BE REMOVED FROM SITE. SMALL DIAMETER CONDUITS AND CONCRETE DUCT BANKS SHALL BE ABANDONED IN PLACE WHEN PRACTICAL.
3. ANY EXCAVATION OR DEMOLITION THAT EXPOSES CONDUITS AND WIRING THAT RUN BELOW GROUND SHALL BE REMOVED IN THEIR ENTIRETY UNTIL SUCH POINT THAT THEY CAN BE TERMINATED AT AND ABANDONED IN PLACE.
FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION
ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4801 PARK ROAD
MOBILE BAY, ALABAMA
ELECTRICAL SITE PLAN
moffatt & nichol
ALABAMA No. 36450 PROFESSIONAL ENGINEER
Sheet Reference No.
CE-311
INDEX: 28 OF 32
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING


PLAN-MODIFICATIONS TO EXISTING HEADWORKS
SCALE: 3/8"=1'-0"
NOTE: REMOVE EXISTING COMMINUTOR, BAR SCREEN AND CONCRETE DRIP SLAB IN BAR SCREEN CHANNEL.
CHUTE SUPPORT DETAIL
SECTION
SCALE: 3/8"=1'-0"
SECTION
SCALE: 3/8"=1'-0"
NEW BLOWER FOUNDATION
N.T.S.
GUARD POST DETAIL
H.T.S.
EXTERIOR
HEADWORKS (TO REMAIN)
SCALE: NTS
SCREENS M-306 & M-307 :
SHALL BE PROXIMITY FINE SCREEN AS MFGR'D BY LAKESIDE EQUIPMENT CORP. 91" DIA. ALL STL. BASKET ASSEMBLY W/ 3/8" BAR SPACING, CONVEYOR, AUGER AND PRESS WITH A CAPACITY OF 2.11 MGD. DRIVE ASSEMBLY TO BE 2 HP, 3 PH, 60 HZ, 460 V TEFC MOTOR, COMPLETE W/ SPRAY WASH ASSEMBLY, ELEC. ANCHOR BOLTS AND NEMA 4 CONTROL PANEL.
NOTES
1. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID OF IDENTIFIED WORK. THE DEGRITTER AND COMMUTATOR STRUCTURE WALLS SHALL REMAIN PURSUANT TO PROJECT PLANS AND SPECIFICATIONS.
OCT. 19, 1992, ISSUED FOR REBIDDING
BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services
BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
PLANT INFLUENT HEADWORKS MODIFICATIONS
PLAN, SECTIONS AND DETAILS
SCALE: NOTED
PROJECT NO: 05-0008-56
DRAWING NO: G-25
SHEET 25 OF 49
FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION
ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4801 PARK ROAD
(MOBILE BAY, ALABAMA)
COMMINUTOR (TO REMAIN)
Sheet Reference No.
CE-312
INDEX: 27 OF 32
DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING







6 CO-105 COMMINUTOR (TO REMAIN)
SCALE: NTS

NOTES

1. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID OF IDENTIFIED WORK. THE DEGRITTER AND COMMUTATOR STRUCTURE' WALLS SHALL REMAIN PURSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

COMMINUTOR STRUCTURE

DRAWN BY: C.M.S.
CHECKED BY: C.M.M.
SCALE: NOTED
REVISIONS
DATE: FEB. 1965
DRAWING NUMBER

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4901 PARK ROAD
MOBILE BAY, ALABAMA

DEGRITTER (TO REMAIN)

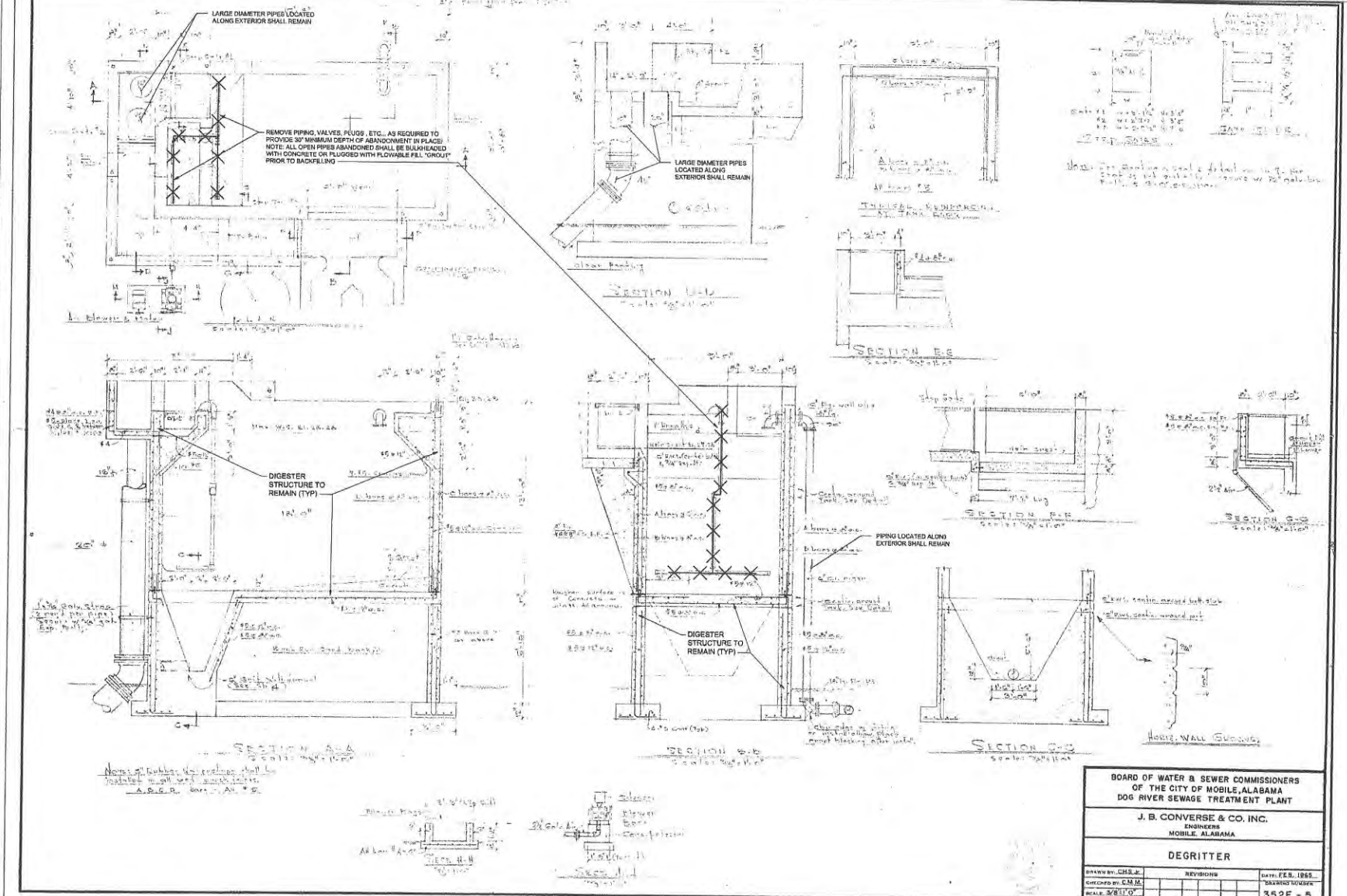
Designed by: EDRAHMED
Drawn by: IRSDUANE QUATLEY
Reviewed by: EDRAHMED
Date: 08-19-22
Project No.: 1808
Drawing Code: CE-313
Scale: 1:1 (D-SHEET)

moffatt & nichol

ALABAMA LICENSED No. 30450 PROFESSIONAL ENGINEER ERIC C. GRAHAM
SEAL

Sheet Reference No.
CE-313
INDEX: 28 OF 32

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6 DEGRITTER (TO REMAIN)
CD-105 SCALE: NTS

NOTES

1. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID OF IDENTIFIED WORK. THE DEGRITTER STRUCTURE'S WALLS SHALL REMAIN PURSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

DEGRITTER

DRAWN BY: CHS Jr. | REVISIONS | DATE: F.E.B. 1965
CHECKED BY: C.M.M. | DRAWING NUMBER
SCALE: 3/8"=1'-0" | 352E - 5

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

HEADWORKS (TO REMAIN)

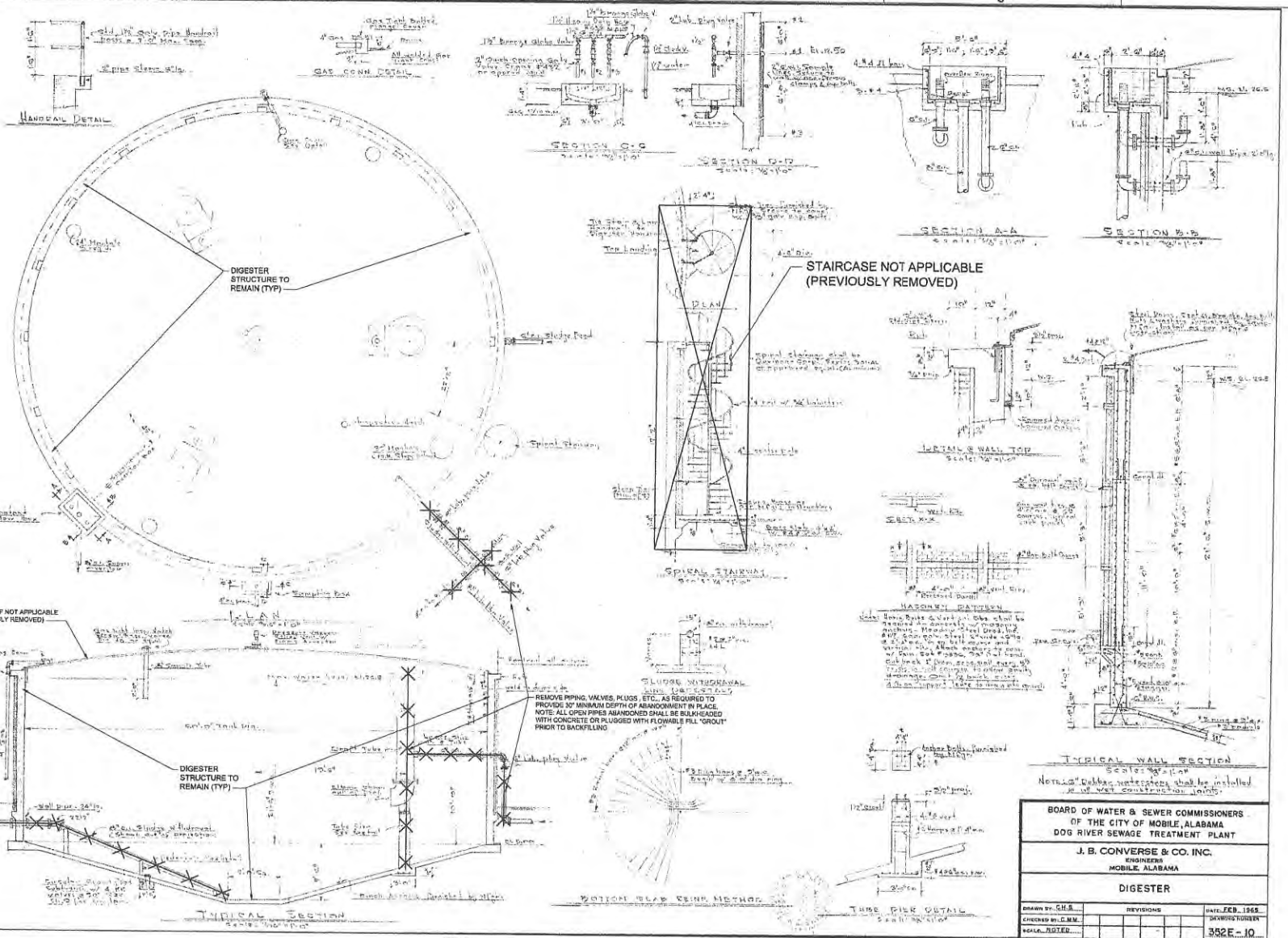
Designed by: EGRAWLD | Date: 08-19-22 | No. 0
Drawn by: HRBOUWE CHENTLEF | MBA Project No. 19422-02
Reviewed by: EGRAWLD | Drawing Date:
Submitted by: ERIC OBUBU P.E. MOFFATT & NICHOL | Plot Date: 11 (10 SHEET)

moffatt & nichol

ALABAMA LICENSED No. 35456 PROFESSIONAL ENGINEER ERIC J. OBUBU
SEAL

Sheet Reference No.
CE-314
INDEX: 29 OF 32

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1 CD-105 DIGESTER (TO REMAIN)
SCALE: NTS

NOTES

1. CONTRACTOR SHALL NOTE AS-BUILT WASTEWATER TREATMENT PLANT (WWTP) INFORMATION AS IDENTIFIED OR GRAPHICALLY DEPICTED ON THIS PLAN SUCH AS ROOF OR STAIRS HAVE BEEN PREVIOUSLY REMOVED. CONTRACTOR SHALL FIELD VERIFY AND PROVIDE COMPLETE BID OF IDENTIFIED WORK. THE DIGESTER STRUCTURE'S WALLS SHALL REMAIN PURSUANT TO PROJECT PLANS AND SPECIFICATIONS.

BOARD OF WATER & SEWER COMMISSIONERS
OF THE CITY OF MOBILE, ALABAMA
DOG RIVER SEWAGE TREATMENT PLANT

J. B. CONVERSE & CO. INC.
ENGINEERS
MOBILE, ALABAMA

DIGESTER

DRAWN BY: C.H.S.	REVISIONS	DATE: FEB. 1965
CHECKED BY: C.M.M.		DRAWING NUMBER
SCALE: NOTED		352E-10

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

DIGESTER (TO REMAIN)

Designed by: EGRAWILD
Drawn by: Cathy
Reviewed by: HRDOUAIE CHANTEL
Submitted by: ERIC GRAWILD, P.E.
Date: 08-16-22
WBS Project No. 10455 .02
Drawing Scale: 1/8" = 1'-0" (22"x34")

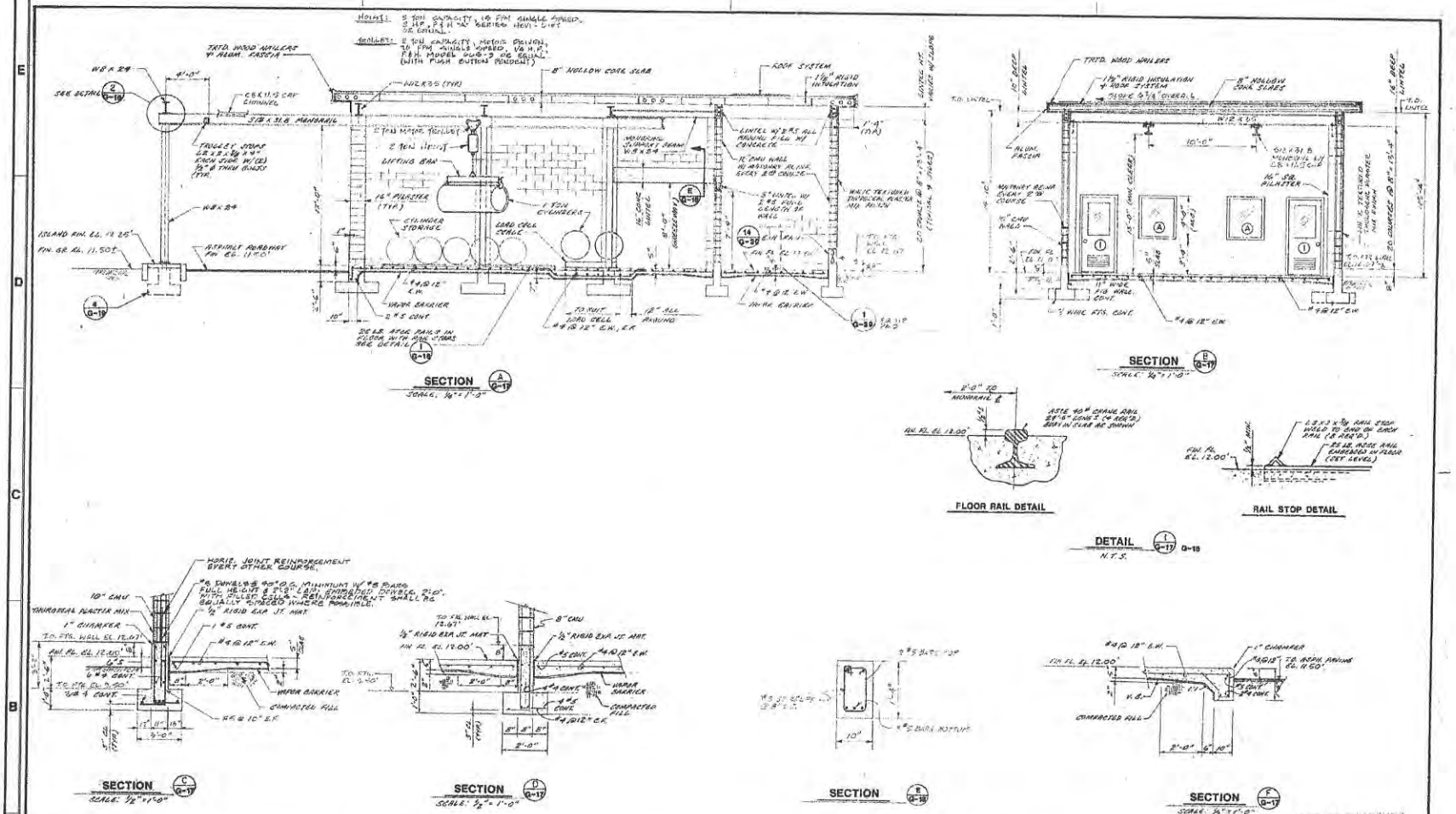
moffatt & nichol

ALABAMA LICENSED No. 30458 PROFESSIONAL ENGINEER ERIC J. GRAWILD
SEAL

Sheet Reference No.
CE-315
INDEX: 30 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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OCT. 19, 1992, REVISED FOR REBIDDING

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL2 / SO2 BUILDING
SECTIONS AND DETAILS

DESIGNED: H.R.R.
DRAWN BY: W.F.J.JR.
TRACED: S.H.H.
PROJECT MGR: H.R.R.
CHECKED BY: K.W.L.
APPROVED:
ARCHIVED:
DATE: FEBRUARY, 1992
SCALE: NOTED
PROJECT NO: 05-0006-56
DRAWING NO: G-18
SHEET: 19 OF 49

FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SHOP - CO2 (TO REMAIN)

moffatt & nichol

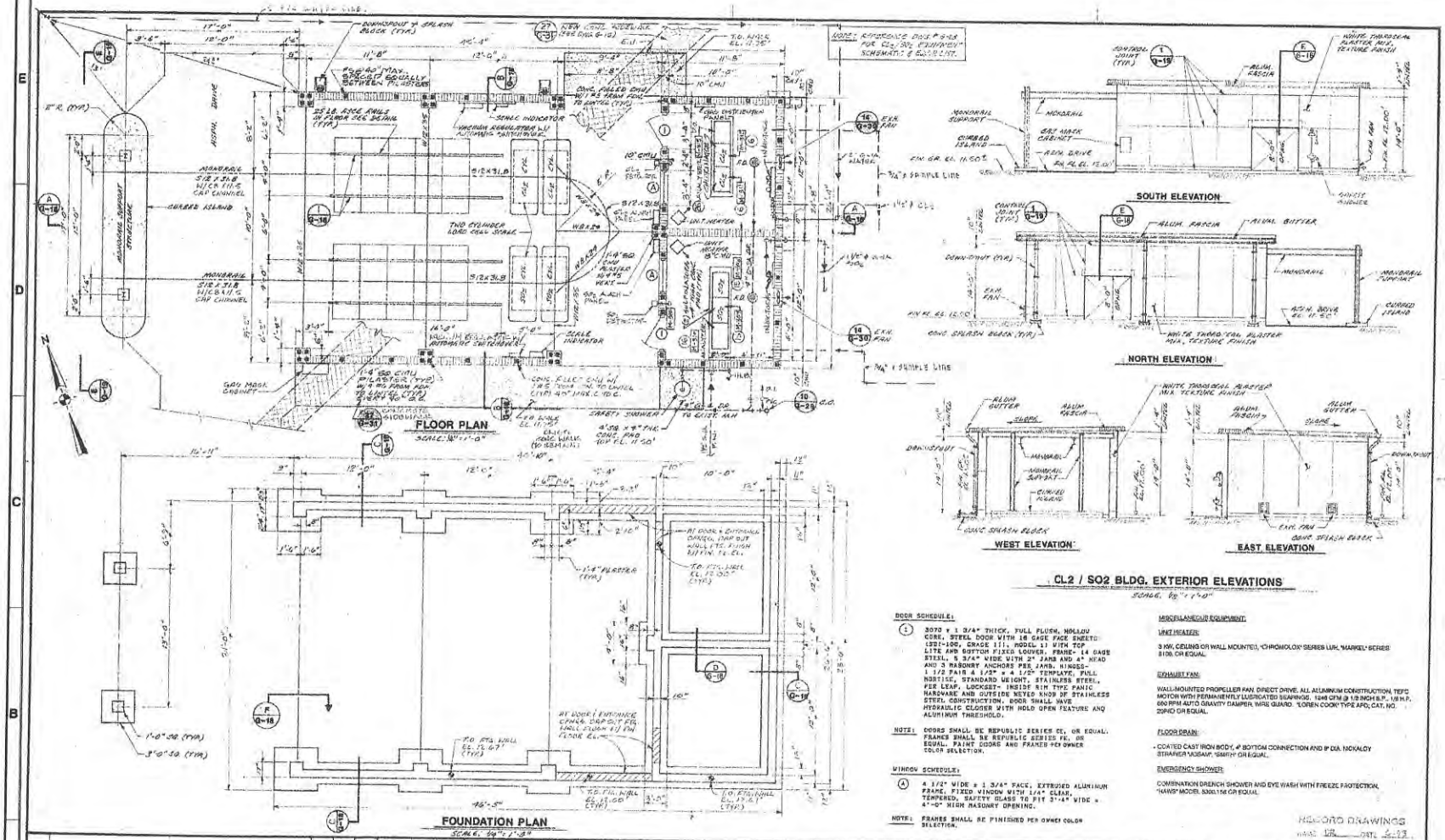
ALABAMA LICENSED No. 38459 PROFESSIONAL ENGINEER ERIC J. GRAMLING
SEAL

Sheet Reference No.
CE-316
INDEX: 31 OF 32

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

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DOOR SCHEDULE:

(1) 3070 x 1 3/4" THICK, FULL FLUSH, NOMINAL CORE, STEEL DOOR WITH 16 GAGE FACE SHEETS (ZDZ-10G, GRADE III, MODEL 1) WITH TOP LITE AND BOTTOM FIXED LOUVER. FRAME- 14 GAGE STEEL, 5 3/4" WIDE WITH 2" JAMB AND 4" HEAD AND 3 MASONRY ANCHORS PER JAMB. HINGES- 1 1/2 PAIR 4 1/2" x 4 1/2" TEMPLATE, FULL MORTISE, STANDARD WEIGHT, STAINLESS STEEL, FIX LEAF, LOCKSET- INSIDE RIM TYPE PANIC HARDWARE AND OUTSIDE KEYED KNOB OF STAINLESS STEEL CONSTRUCTION. DOOR SHALL HAVE HYDRAULIC CLOSER WITH HOLD OPEN FEATURE AND ALUMINUM THRESHOLD.

NOTE: DOORS SHALL BE REPUBLIC SERIES CL, OR EQUAL. FRAMES SHALL BE REPUBLIC SERIES FL, OR EQUAL. PAINT DOORS AND FRAMES PER OWNER COLOR SELECTION.

WINDOW SCHEDULE:

(A) 4 1/2" WIDE x 1 3/4" FACE, EXTRUDED ALUMINUM FRAME, FIXED WINDOW WITH 1/4" CLEAR, TEMPERED, SAFETY GLASS TO FIT 3'-4" WIDE x 4'-0" HIGH MASONRY OPENING.

NOTE: FRAMES SHALL BE FINISHED PER OWNER COLOR SELECTION.

MISCELLANEOUS EQUIPMENT:

UNIT HEATER:

3 KW, CEILING OR WALL MOUNTED, "CHROMALOX" SERIES LUH, "MARKEL" SERIES 8100, OR EQUAL.

EXHAUST FAN:

WALL-MOUNTED PROPELLER FAN, DIRECT DRIVE, ALL ALUMINUM CONSTRUCTION, TEFC MOTOR WITH PERMANENTLY LUBRICATED BEARINGS, 1246 CFM @ 1/8 INCH S.P., 1/6 H.P. 660 RPM AUTO GRAVITY DAMPER, WIRE GUARD. "LOREN COOK" TYPE APG; CAT. NO. 20R10 OR EQUAL.

FLOOR DRAIN:

- COATED CAST IRON BODY, 4" BOTTOM CONNECTION AND 9" DIA. NICKALOY STRAINER "ASSAM", "SMITH" OR EQUAL.

EMERGENCY SHOWER:

COMBINATION DRENCH SHOWER AND EYE WASH WITH FREEZE PROTECTION, "HAWS" MODEL 8300.1SB OR EQUAL.

RECORD DRAWINGS
MARK UP DATE 5-23

NO.	REVISION	DATE	ENG.	DATE	ISSUED FOR
					BIDDING ONLY
					OCT. 19, 1992, REVISED FOR REBIDDING

BCM Engineers Inc.
Engineers, Planners, Scientists & Laboratory Services

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING. IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

DESIGNED BY: H.R.R.
DRAWN BY: W.F.J.J.R.
ENGINEER: S.H.H.
PROJECT MGR.: H.R.R.
CHECKED BY: K.W.L.
APPROVED
APPROVED
DATE: FEBRUARY, 1992
SEAL

BOARD OF WATER AND SEWER COMMISSIONERS OF THE CITY OF MOBILE, ALABAMA
WASTEWATER TREATMENT FACILITY MODIFICATIONS
ZIEBACH WWTF
CL2 / SO2 BUILDING
PLANS AND ELEVATIONS

SCALE: NOTED
PROJECT NO: 08-0006-86
DRAWING NO: G-17
SHEET: 18 OF 49

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FOR PERMIT & BIDDING
ISSUED: 2022-08-16
NOT TO BE USED FOR CONSTRUCTION

DRAWING SCALES SHOWN BASED ON 22"x34" DRAWING

ZIEBACH WASTE WATER TREATMENT PLANT (WWTP) DEMOLITION
4601 PARK ROAD
MOBILE BAY, ALABAMA

SHOP - CO2 (TO REMAIN)

Designed by: EDRANGRUD
Drawn by: WBOUDWIE GHUNTLEY
Reviewed by: EDRANGRUD
Detailed by: ERIC GRANGRUD, P.E.
Checked by: ERIC GRANGRUD, P.E.
Date: 05-16-22
Project No.: 16568-02
Drawing Scale: 1/4"
File name: 1 (10 SHEET)

moffatt & nichol

ALABAMA LICENSED No. 36459 PROFESSIONAL ENGINEER ERIC J. GRANGRUD
SEAL Eric J. Grangrud

Sheet Reference No.
CE-317
INDEX: 32 OF 32

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TECHNICAL SPECIFICATIONS

DIVISION 01 – GENERAL

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01 11 00	Summary of Work
01 14 10	Testing Laboratory Services
01 21 00	Allowances
01 29 00	Payment Procedures
01 31 13	Project Coordination & Schedule
01 31 19	Project Meetings
01 33 00	Submittals
01 35 43	Environmental Procedures
01 50 00	Mobilization and Demobilization
01 70 00	Contract Closeout

DIVISON 02 – SITEWORK

02 22 40	Fill and Backfill
02 41 00	Demolition
02 53 00	Topsoil

DIVISION 31 – EARTHWORK

31 00 00	Earthwork
31 23 23	Flowable Fill
31 25 00	Soil Erosion and Sediment Control

DIVISION 32 – EXTERIOR IMPROVEMENTS

32 31 13	Fencing
32 91 13	Ground Prep and Vegetation Establishment

SECTION 01 11 00

SUMMARY OF WORK

PART 1 – GENERAL

1.1 SCOPE OF WORK

A. Deconstruct and demolish various non-active wastewater treatment plant structures, tanks, buildings, roofs and foundations. The demolition and removal of said structures is inclusive of all associated mechanical, electrical and process equipment piping, motors, pumps, panels, wiring, etc.. that is contained within or associated with described structure to be removed. Subsurface piping, drain lines, drainage inlets, sewer manholes and associated plant valves boxes will additionally be removed as part of the project. Existing asphalt cement pavement (ACP) and Portland cement concrete (PCC) pavement will be removed. Remove and dispose of properly all demolition debris from the site, returning it to natural grade.

B. After all materials are removed and the work site is leveled to grade, add no less than four inches (4”) to topsoil and permanently seed the site.

C. Work performed must meet all local and state building codes and requirements. Provide proper Federal, State and local safety measures during demolition of all building components and handling of material.

D. Remove, replace and repair the sites’ existing chain-link security fencing as required for site demolition.

E. The Demolition Project work includes all materials, labor, and equipment necessary to complete the Work as described by the following items:

1. Mobilization/Demobilization: Includes the furnishing of all materials and equipment and the performing of all labor necessary for the assembling and setting up for the project. This shall include but is not limited to the following:
    a. The initial movement of personnel and equipment to the project site;
    b. The establishment of the Contractor’s field offices, trailers, shops, and storage areas;
    c. Provision of protecting onsite sanitary facility (MAWSS pump station) which is active and shall be accessible to MAWSS personnel thru the duration of the project;
    d. Pre-construction photographs and other required site verifications;
    e. Provision of any required temporary site utilities;
    f. Provision of erosion and sediment control, and any other environmental protection devices;
    g. The acquisition of all permitting not otherwise provided;
    h. The cost of required insurance, bonds and any other initial expense required for the start of work on this project shall be included in this item.

i. All other features and facilities as may be required by any applicable local, state, and Federal laws;
j. All other work and operations that must be performed prior to beginning work on compensable items.
k. Demobilization of all equipment, material, and personnel upon completion of the project and the clean-up of the project site.
l. At the completion of demolition and construction activities, all areas used for storage of equipment and material shall be restored to their original condition as existed prior to commencement of mobilization operations, or as otherwise required to accommodate future project work.

2. Demolition and removal of asphalt pavements, concrete pads, concrete structures, tanks, piping, mechanical and electrical appurtenances, buildings, and other site features as shown on the Drawings or as directed by the Engineer.

3. Earthwork, including excavating and backfilling of demolished tank and building foundations to the depth shown on the Drawings.

4. Material testing, as required shall be provided and paid for by the Contractor.

F. The complete Scope of Work included in the Contract is indicated in the entire Contract Documents and is not restricted to the Work of any particular trade or group of trades.

G. The Specifications are arranged in several sections for convenience of reference. Such arrangements shall not be construed as prescribing by the Engineer the limits of Work of subcontractors, nor the class of labor or trade necessary for the accomplishment of the Work.

1.2 SUBMITTALS

A. See Section 01 33 00 Submittals, for procedures.
B. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.3 DEFINITIONS

A. Demolish/Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or recycled.
B. Remove and Salvage: Detach items from existing construction and deliver them to Owner.
C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

1.4 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
B. Standards: Comply with ANSI A10.6 and NFPA 241.
C. Pre-demolition Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to building demolition including, but not limited to, the following:
D. Inspect and discuss condition of construction to be demolished.
E. Review structural load limitations of existing structures.
F. Review and finalize building demolition schedule and verify availability of demolition personnel, equipment, and facilities needed to make progress and avoid delays.
G. Review and finalize protection requirements.

1.5 SEQUENCE OF CONSTRUCTION

A. Install and maintain erosion and sediment control during entirety of project. Perform site demolition and restore site to finished grade, topsoil and seed. See drawings for sequence and/or phasing information.

1.6 CODES AND STANDARDS

A. References in the Contract Documents to Codes, Specifications and Standards is understood to mean the current edition, and any Amendments and Revisions to same, except where dates are indicated in this Project Manual.
B. American National Standards Institute (ANSI) A10.6 1983 Demolition Operations, Safety Requirements.
C. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.
D. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.
E. The Alabama Department of Transportation Standard Specifications for Highway Construction (ALDOT), Latest Edition.

1.3 MATERIAL OWNERSHIP

A. All materials and methods of construction used on this Project shall conform to the qualifications established by the Contract Documents.
B. The Trickle Filter contains 5” aggregate material that shall remain onsite for reuse or stockpiled onsite at the owner’s discretion.

1.4 DRAWINGS AND SPECIFICATIONS

A. Drawings and Specifications shall be considered complementary so that anything shown upon one or described by the other, or implied by either or both, shall be executed and performed as if shown and/or described by both. In case of difference between drawings and specifications, the specifications shall govern.

1.5 PROJECT CONDITIONS

A. Throughout the duration of the project, the contractor shall maintain access to and protect an existing pump station located within the site that is owned and operated by MAWSS.

B. During construction, the Contractor shall be responsible for maintaining and protecting the pedestrian and vehicular traffic at all times on all streets involved and providing access to all residential lots adjacent to the construction area. Emergency vehicle access must be maintained at all times. The Contractor shall furnish and maintain signage, barricades, etc., in accordance with the latest version of the MUTCD Manual on Uniform Traffic Control Devices. The signage, barricades, etc., must be in good condition and the City has the right to reject if determined to be in less than good condition.

C. The Contractor shall conduct his work in such a manner as to not unduly or unnecessarily impede access to private driveways located along adjacent public streets leading to the project site.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify Engineer and Owner. Hazardous materials will be removed by Owner under a separate contract.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01100

DEFINITION OF BID ITEMS

PART 1 – GENERAL

The intent of this section is to explain, in general, what is and what is not included in a bid item, and the limits or cut-off points where one bid item ends and another begins. If no bid item exists for a portion of the work, include the costs in a related bid item. Measurement and Payment for all items of work shall be done in accordance with Section 012900 "Payment Procedures".

Demolition of buildings and tank structures shall be lump sum price and inclusive of imported, placed and compacted backfill material. The volume of backfill provided for each structure is based upon abandoning portions of foundations in place which are deeper than 30" in depth from existing finished grade. No additional compensation for imported fill volume shall be paid should the CONTRACTOR choose to remove additional foundation concrete thereby increasing excavation volume and associated backfill volume. Dewatering shall not be measured or paid separately should the CONTRACTOR choose to perform it. The lump sum or unit price for each item shall be full compensation for all labor, materials, equipment, tools, and incidentals to complete each bid item.

1.1 BID ITEM NO. 1000 – MOBILIZATION & DEMOBILIZATION, COMPLETE

A. This bid item consists of mobilization and demobilization in accordance with the State Standard Specifications, bonds and insurance. This bid item includes mobilization of equipment, materials and personnel; temporary facilities; temporary fencing; preparation of submittals; and demobilization.

B. Unit of Payment: Lump Sum (LS)

1.2 BID ITEM NO. 1001 – ALLOWANCE – FLOWABLE FILL

A. The allowance of flowable fill shall be used when circumstances of drains or other buried conduits requiring plugging and abandoning in place are deemed warranted to prevent soil material intrusion. Flowable fill to be used to plug drains or pipes, fill junction boxes, manholes etc… at specific locations are specified on plans and shall be included under bid item 1014. Building and tank structure demolition shall be inclusive of all required pipe plugging for their respective lump sum bid item price. The flowable fill allowance therefore pertains strictly to locations of unknown pipes requiring plugging that are not identified on plans and/or included within other bid items. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Cubic Yard (CY)

1.3 BID ITEM NO. 1002 – ALLOWANCE – IMPORTED AND PLACED BACKFILL MATERIAL

A. The allowance of imported and placed backfill material shall be used when site conditions warrant removal of below grade item which is less than 30" from finish grade and therefore should not be abandoned in place. Locations may include unknown pipes and structures deemed required to be removed and necessitating the backfilling of their excavations. With written owner approval, the allowance may be used for special conditions resulting from demolition of site features not specifically

or separately addressed by other bid items. This bid item consists of backfill material and all work required to import, place and compact backfill material into excavations in accordance with Specification Section 02 22 40 “Fill and Backfill” and Section 31 00 00 “Earthwork.”

B. Unit of Payment: Cubic Yard (CY)

1.4 BID ITEM NO. 1003 – DEMOLITION OF ASPHALT PAVEMENT

A. This bid item consists of asphalt pavement demolition for locations and to the dimensions, lines and grades shown on the Drawings. Bid item includes saw-cutting clean work limits, disposal of asphalt material, excavating and stockpile subgrade aggregate base course in designated approved location and all work required to demolition asphalt pavement in preparation for fine grading and topsoil placement. The bid item includes all depths of asphalt encountered on the project with no additional compensation for depth of asphalt variability.

B. Unit of Payment: Square Yard (SY)

1.5 BID ITEM NO. 1004 – DEMOLITION OF CONCRETE PAVEMENT

A. This bid item consists of concrete pavement demolition for locations and to the dimensions, lines and grades shown on the Drawings. Bid item includes saw-cutting clean work limits, disposal of concrete material, excavating and stockpile subgrade aggregate base course in designated approved location and all work required to demolition concrete pavement in preparation for fine grading and topsoil placement. The bid item additionally includes complete removal of concrete curbs, slabs and reinforcement as identified on the plans.

B. Unit of Payment: Square Yard (SY)

1.6 BID ITEM NO. 1005 – OFFICE BUILDING DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing building are provided in plans with specific notes related to foundation removal. The imported, placed and compacted backfill volume determined for this structure demolition is 230 CY. Backfill more than this volume will not be paid for separately. Demolition of structure shall include necessary flowable fill to plug incoming and outgoing piping that is deemed greater than 30” in depth from finished grade and therefore allowed to be abandoned in place. Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. No materials or components associated with demolition of the building shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the office building demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.7 BID ITEM NO. 1006 – TRICKLE FILTER TANK DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing trickle filter tank is provided in plans with specific notes related to foundation removal. The imported, placed and compacted backfill volume determined for this structure demolition is 800 CY. Backfill more than this volume will not be paid for separately. Demolition of structure shall

include necessary flowable fill to plug incoming and outgoing piping that is deemed greater than 30" in depth from finished grade and therefore allowed to be abandoned in place. Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. The trickle filter rock media shall be stockpiled in a designated location on the site. No other materials or components associated with demolition of the trickle filter shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the trickle filter tank demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.8 BID ITEM NO. 8 – 1007 –CLARIFIER TANK DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Contractor shall note as-built drawings of existing clarifier tank is provided in plans with specific notes related to foundation removal. Demolition of structure shall include necessary flowable fill to plug incoming and outgoing piping that is deemed greater than 30" in depth from finished grade and therefore allowed to be abandoned in place. The imported, placed and compacted backfill volume determined for this structure demolition is 300 CY. Backfill more than this volume will not be paid for separately. The Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. No materials or components associated with demolition of the clarifier tank shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the clarifier tank demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.9 BID ITEM NO. 1008 – CONTACT CHAMBER DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Contractor shall note as-built drawings of existing contact chamber is provided in plans with specific notes related to foundation removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of foundation in addition to coring and breaking holes into the bottom of the structure. Abandoning lower portion of structure in place shall include backfilling the tank with suitable fill material. The imported, placed and compacted backfill volume determined for this structure demolition is 630 CY. Backfill more than this volume will not be paid for separately. Demolition of structure shall include necessary flowable fill to plug incoming and outgoing piping that is deemed greater than 30" in depth from finished grade and therefore allowed to be abandoned in place. The Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. No materials or components associated with demolition of the clarifier tank shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the clarifier tank demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.10 BID ITEM NO. 1009 – FINAL CLARIFIER DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing clarifier tank is provided in plans with specific notes related to foundation removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of tank foundation in addition to coring and breaking holes into the bottom of the tank. Dewatering shall be included if deemed necessary by the contractor. Abandoning lower portion of tank in place shall include backfilling the tank with suitable fill material. The imported, placed and compacted backfill volume determined for this structure demolition is 770 CY. Backfill more than this volume will not be paid for separately. The Demolition of structure and cost provided shall be inclusive of all exterior and interior systems including electrical, mechanical, plumbing, and associated WWTP related systems. No materials or components associated with demolition of the clarifier tank shall be salvaged or remain onsite. Severance of above and below-ground utilities including process piping, water, sewer, power, etc.. shall be cleanly terminated. All waste and construction debris from the clarifier tank demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.11 BID ITEM NO. 1010 – OUTFALL HEAD BOX DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing outfall head box is provided in plans with specific notes related to foundation removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of box. Abandoning lower portion of box and placing flowable fill pipe plugs shall be included. The imported, placed and compacted backfill volume determined for this structure demolition is 18.5 CY. Backfill more than this volume will not be paid for separately. All waste and construction debris from the outfall head box demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.12 BID ITEM NO. 1011 – WASH RACK DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Work shall include complete removal of wash rack system and foundations comprised of metal piping, supports, hangers, steps and concrete foundations located at the wash rack location. The concrete pavement removal is included within square yard area provided for bid item 1004. No portions of the wash rack or associated piping, drainage, shall be abandoned in place. All waste and construction debris from the wash rack demolition shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.13 BID ITEM NO. 1012 – ABOVE GROUND PIPING AND APPURTENANCES DEMOLITION, COMPLETE IN-PLACE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Work shall include complete removal of piping, supports, foundations, tanks, and miscellaneous appurtenances located above ground and not associated with other bid items. The headworks concrete boxes and piping shall

be completely removed. The metal tank and gas line located northwest of the sludge digester tank and other power pole, electrical pedestals and control panels, valves, gauges, etc… shall be included in this work. All waste and construction debris from demolition of above ground piping, miscellaneous appurtenances and concrete slabs and foundations shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.14 BID ITEM NO. 1013 – SELECTIVE DEMOLITION, HEADWORKS / DEGRITTER / COMMUNITOR

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Work shall include complete removal of miscellaneous gear, electrical and mechanical equipment within the degritter and communitor structure. All waste and construction debris from the partial demolition of headworks, degritter and communitor shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.15 BID ITEM NO. 1014 – SELECTIVE DEMOLITION, MAINTENANCE GARAGE SHOP

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Work shall include complete removal of electrical panels, conduits, CO2 cabinets, and miscellaneous gear and equipment not associated with physical structure. All waste and construction debris from the selective demolition of shop related interior components shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.16 BID ITEM NO. 1015 – SELECTIVE DEMOLITION, DIGESTER

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Work shall include removal of piping, equipment, and other related components that are visible within and surrounding the digester tank. All waste and construction debris from the selective demolition of digester related equipment shall be removed from the site.

B. Unit of Payment: Lump Sum (LS)

1.17 BID ITEM NO. 1016 – SELECTIVE DEMOLITION OF JUNCTION BOX

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Contractor shall note as-built drawings of existing junction box detail is provided in plans with specific notes related to top and upper portion of structure removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of junction box. Abandoning lower portion of box and placing flowable fill pipe plugs shall be included. Backfill of excavation to restore ground to original finish grade shall not be paid separately but included within price of bid item. All waste and construction debris from the junction box demolition shall be removed from the site.

B. Unit of Payment: Each (EA)

1.18 BID ITEM NO. 1017 – SELECTIVE DEMOLITION OF MANHOLE

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Contractor shall note as-built drawings of existing manhole detail is provided in plans with specific notes related to top and upper portion of structure removal. Work shall include associated saw-cutting or other method deemed appropriate by Contractor to remove upper portion of manhole. Abandoning lower portion of manhole and placing flowable fill pipe plugs shall be included. Backfill of excavation to restore ground to original finish grade shall not be paid separately but included within price of bid item. All waste and construction debris from the manhole demolition shall be removed from the site.

B. Unit of Payment: Each (EA)

1.19 BID ITEM NO. 1018 –MANHOLE / DRAINAGE STRUCTURE REMOVAL

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. As specified on plans, CONTRACTOR shall remove existing manholes and drainage structures. Associated pipes to be abandoned in place shall be sealed off with flowable fill pipe plugs as part of other bid items for their respective pipe diameters. Backfill of excavation to restore ground to original finish grade shall not be paid separately but included within price of bid item. All waste and construction debris from the junction box demolition shall be removed from the site.

B. Unit of Payment: Each (EA)

1.20 BID ITEM NO. 1019 – 4” THRU 8” PIPING REMOVAL (ACP, DIP, PVC)

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. As specified on plans, CONTRACTOR shall remove existing piping that runs throughout site, between structures, etc.. that is less than 30” below original finished grade. Piping smaller than 4” shall not be paid for and is allowed to remain as long as no evidence exists of its’ presence such as loose ends, pieces of piping, etc.. Pipes which are greater in depth than 30” from original finished grade shall be abandoned in place. See flowable fill pipe plugs. Pipes which are greater than 8” in diameter less than 30” in depth shall be removed as part of other bid items. The backfill of removed piping shall not be measured or paid for separately but included within unit price of bid item. All waste and construction debris associated with removing pipes shall be removed from the site.

B. Unit of Payment: Lineal Foot (LF)

1.21 BID ITEM NO. 1020 – 10” THRU 15” PIPING REMOVAL (ACP, DIP, RCP)

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 “Demolition”. Pipes which are greater in depth than 30” from original finished grade shall be abandoned in place without flowable fill pipe plugs. The backfill of removed piping shall not be measured or paid for separately but included within unit price of bid item. All waste and construction debris associated with removing pipes shall be removed from the site.

B. Unit of Payment: Lineal Foot (LF)

1.22 BID ITEM NO. 1021 – 18" THRU 24" PIPING REMOVAL (ACP, DIP, RCP)

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Pipes which are greater in depth than 30" from original finished grade shall be abandoned in place without flowable fill pipe plugs. The backfill of removed piping shall not be measured or paid for separately but included within unit price of bid item. All waste and construction debris associated with removing pipes shall be removed from the site.

B. Unit of Payment: Lineal Foot (LF)

1.23 BID ITEM NO. 1022 – 36" THRU 42" PIPING REMOVAL (RCP)

A. This bid item consists of all work related to demolition and removal and disposal of items designated for demolition, in accordance with Specification Section 02 41 00 "Demolition". Pipes which are greater in depth than 30" from original finished grade shall be abandoned in place without flowable fill pipe plugs. The backfill of removed piping shall not be measured or paid for separately but included within unit price of bid item. All waste and construction debris associated with removing pipes shall be removed from the site.

B. Unit of Payment: Lineal Foot (LF)

1.24 BID ITEM NO. 1023 – 42" FLOWABLE FILL PIPE PLUG

A. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Each (EA)

1.25 BID ITEM NO. 1024 – 36" FLOWABLE FILL PIPE PLUG

A. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Each (EA)

1.26 BID ITEM NO. 1025 – 24" FLOWABLE FILL PIPE PLUG

A. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Each (EA)

1.27 BID ITEM NO. 1026 – 18" FLOWABLE FILL PIPE PLUG

A. This bid item consists of materials and all work required to secure temporary plug or backstop to place, fill, pump the low strength flowable fill "grout" into place including pipes and structures in accordance with plans and Specification Section 31 23 23 "Flowable Fill".

B. Unit of Payment: Each (EA)

1.28 BID ITEM NO. 1027 – SILT FENCE

A. This bid item consists of materials and all work required to secure temporary perimeter erosion silt fence around the construction site as denoted in plans. The silt fence shall be installed and maintained in permit compliance with the CBMPP document and Specification Section 31 25 00 “Soil Erosion and Sediment Control”.

B. Unit of Payment: Linear Foot (LF)

1.29 BID ITEM NO. 1028 – TEMPORARY SEEDING

A. This bid item consists of materials and all work required to prepare, furnish, and maintain a temporary acceptable stand of vegetation in accordance with Specification Section 31 25 00 “Soil Erosion and Sediment Control” and Section 32 91 13 “Ground Preparation, Vegetation Establishment”.

B. Unit of Payment: Acres (AC)

1.30 BID ITEM NO. 1029 – PERMANENT SEEDING

A. This bid item consists of materials and all work required to prepare and establish an acceptable permanent stand of vegetation of the species designated for establishment in accordance with Specification Section 32 91 13 “ground preparation, vegetation establishment”.

B. Unit of Payment: Acres (AC)

1.31 BID ITEM NO. 1030 – EROSION AND SEDIMENT CONTROL MAINTENANCE (SWPPP)

A. This bid item consists of complying with ADEM NPDES General permit regulations and project’s Construction Best Management Practices Plan (CBMPP). Refer to CBMPP and Specification Section 31 25 00 “Soil Erosion and Sediment Control”.

B. Unit of Payment: Lump Sum (LS)

1.32 BID ITEM NO. 1031 – IMPORTED TOPSOIL MATEIRAL PLACEMENT W/FINE GRADING, (4” DEPTH) COMPLETE IN-PLACE

A. This bid item consists of all work related to furnishing and placing of all materials and equipment and the performing of all labor to complete the placement of topsoil, in accordance with Specification Section 02 53 00 “Topsoil”.

B. Unit of Payment: Square Yard (SY)

1.33 BID ITEM NO. 1032 – CHAIN-LINK SECURITY FENCE REPAIR

A. This bid item consists of all work related to furnishing and placing of all materials and equipment and the performing of all labor to repair the existing site security fence which is down in several locations. All material products and workmanship shall be in like quality and grade as existing fence.

B. Unit of Payment: Square Yard (SY)

PART 2 – PRODUCT (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 41 00

TESTING LABORATORY SERVICES

PART 1 – GENERAL

1.01 REQUIREMENTS INCLUDED

A. Contractor shall retain and pay for the services of an Independent Testing Laboratory to perform testing specifically indicated on the Contract Documents or specified in the Specifications. Owner may at any other time elect to have materials and equipment tested for conformity with the Contract Documents.

B. Contractor shall cooperate with the laboratory to facilitate the execution of its required services.

C. Employment of the laboratory shall in no way relieve Contractor's obligations to perform the work of the Contract.

1.02 LIMITATIONS OF AUTHORITY OF TESTING LABORATORY

A. Laboratory is not authorized to:

1. Release, revoke, alter or enlarge on requirements of Contract Documents
2. Approve or accept any portion of the Work.
3. Perform any duties of the Contractor.

1.03 CONTRACTOR RESPONSIBILITIES

A. Cooperate with laboratory personnel, provide access to Work, to Manufacturer's operations.
B. Secure and deliver to the laboratory adequate quantities of representational samples of materials proposed to be used and which require testing.
C. Provide to the laboratory the preliminary design mix proposed to be used for concrete, and other materials mixes which require control by the testing laboratory.
D. Materials and equipment used in the performance of work under this Contract are subject to inspection and testing at the point of manufacture or fabrication. Standard Specifications for quality and workmanship are indicated in the Contract Documents.
E. The Engineer may require the Contractor to provide statements or certificates from the manufacturers and fabricators that the materials and equipment provided by them are manufactured or fabricated in full accordance with the Standard Specifications for quality and workmanship indicated in the Contract

1.04 DOCUMENTS

A. All costs of this testing and providing statements and certificates shall be a subsidiary obligation of the Contractor, and no extra charge to the Owner shall be allowed on account of such testing and certification.

B. Furnish incidental labor and facilities:

1. To provide access to Work to be tested.
2. To obtain and handle samples at the Project site or at the source of the product to be tested.
3. To facilitate inspections and tests.
4. For storage and curing of test samples.
5. Notify laboratory at least 24 hours in advance of operations to allow for laboratory assignment of personnel and scheduling of tests.
6. The Contractor shall pay for all costs associated with testing of materials and compaction through the course of construction.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

END OF SECTION

SECTION 01 21 00

ALLOWANCES

PART 1-GENERAL

1.1 RELATED DOCUMENTS

Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Allowances will be utilized to:

1. Provide for discretionary installation of materials where exact and specific conditions cannot be determined in advance.

B. Include in Total Bid a stipulated lump sum allowance amount as specified in this Section.

C. Types of allowances include the following:

1. Lump-Sum allowances.
2. Unit-Cost allowances.
3. Quantity allowances.

1.3 ALLOWANCE

A. Include in the Total Base Quote a stipulated allowance(s) as indicated on the Quote Form for the use upon Owner's instruction. Upon Contractor inspection and Owner approval, any additional work that may be required, but not covered in the original Scope of Work (Base Scope Quote), shall be added to the scope and cost charged against the Contingency Allowance. Contractor's cost for products, delivery, installation labor, insurance, payroll, bonding, equipment rental and overhead and profit will be included in the Allowances. Contractor's markups on allowances are limited to 10% for subcontractor's work and 15% for his own forces.

B. Use of Contingency Allowance(s) shall be approved in writing by the Owner before any materials are ordered or work performed.

C. Upon completion of the Work, any unused portion of the Allowances shall be credited back to the City of Mobile in the form of a Change Order.

D. Contractor shall provide a detailed proposal of the work with overhead and profit broken out. Such proposals shall include proposals from subcontractors, also showing their detailed proposal with overhead and profit broken out.

1.4 SELECTION AND PURCHASE

A. Advise the Project Manager at such time that a portion of all or sum of the allocated allowance item will be used in advance of performing or procuring work and /or materials to complete work.

1.5 SUBMITTALS

A. Submit invoices to show quantity delivered to the site for each allowance.

PART 2 PRODUCTS

A. Comply with specifications for materials as outlined in subsections of the project's technical specifications.

PART 3 EXECUTION

3.1 INSPECTION

A. Engineer and/or City representative will otherwise use allowance in advance of contractor authorization to perform work or seek compensation.

3.2 PREPARATION

A. Coordinate materials and installation to assure that each item is integrated with related construction activities.

3.3 ALLOWANCE SCHEDULE

A. Refer to bid form for list of allowances.

3.4 PAYMENT. Allowances shall be paid as stipulated in this section as part of Bid Items No. 1001 and 1002.

END OF SECTION

SECTION 01 29 00

PAYMENT PROCEDURES

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes: This Section specifies requirements associated with Contractor's Schedule of Values and Applications for Payment.

B. Related Information: Refer to Owner-Contractor Agreement, Conditions of Contract, and Section 01 70 00, "Contact Closeout" for additional information affecting payment procedures.

1.2. SCHEDULE OF VALUES

A. Submit for A/E's review three copies of Contractor's proposed Schedule of Values; use AIA Document G702 as form of schedule.

B. Submit proposed schedule of values before submitting first Application for Payment and with the Construction Schedule not later than ten days after date of commencement of Work established in notice to proceed to be issued by Owner.

C. Submit schedule which allocates Contract Sum to various portions of Work. The Schedule of Values shall be taken from the Contractor's cost-loaded Construction Schedule. Each activity in the Contractor's Construction Schedule with a cost shall be listed as a separate item in the Schedule of Values.

D. Include proportionate share of overhead and profit in each line item.

E. A/E will notify Contractor of objections A/E has to information shown on schedule of values. If A/E notifies Contractor of objections, promptly submit revised schedule.

F. If a Change Order is executed which adjusts Contract Sum, submit to A/E three copies of revised schedule which shown Change Order as separate line item.

G. Contractor's schedule of values which has been reviewed and accepted by A/E without objection will be used by A/E as basis for reviewing Contractor's Applications for Payment.

1.3. APPLICATIONS FOR PAYMENT

A. Submit to A/E three copies of each Application for Payment and three copies of the recently updated Critical Path Method (CPM) schedule for the project.

B. Use AIA Documents G702 and G703 as forms of Application for Payment. Complete each entry on forms, including execution by person authorized to sign legal documents on behalf of Contractor. Also, provide notarization and notary seal. Ensure one original copy of AIA Document G703 accompanies each copy of G702.

C. Adjustments in Contract Sum which are accountable to Change Orders that have been signed by Owner, Contractor, and A/E may be included in Applications for Payment. Pending final determination of cost to Owner, adjustments in Contract Sum which are accountable to Construction Change Directive amounts not in dispute may also be included in Application for Payment.

D. The period by each Application for Payment shall be one calendar month ending on last day of month.

E. Provided Application for Payment is received by A/E not later than last day of month, Owner will make payment to Contractor not later than last day of following month. If Application for Payment is received by A/E after last day of month, payment will be made by Owner not later than **35** days after A/E received Application for Payment.

F. Subject to provisions of Contract Documents, compute amount of each progress payment in accordance with requirements provided in AIA Document A101.

G. Until Substantial Completion, compute retainage in accordance with requirements provided in General Conditions of the Contract.

1.4. SEMIFINAL AND FINAL APPLICATIONS

A. Refer to Section 01 70 00, “Contract Closeout” for list of actions and submittals to precede or accompany semifinal and final Applications for Payment.

1.5. INTEREST RATE

A. Payments due and unpaid under Contract shall bear interest from date payment is due at a rate of four percent per year.

PART 2 – PRODUCTS (Not used)
PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 31 13

PROJECT COORDINATION & SCHEDULE

PART 1 – GENERAL

1.1 GENERAL

A. Contractor is solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of Work under Contract. Contractor shall be responsible for coordinating their work with separate contracts being performed in adjacent areas and the Owners ongoing operations.

B. Contractor is responsible for acts and omissions of Subcontractors.

C. Architect/Engineer will not establish limits of Work between Contractor and Subcontractors nor will he act as an arbiter in establishing such limits.

1.2 CUTTING AND PATCHING OF WORK

A. Contractor is responsible for all cutting, fitting or patching that may be required to complete Work or to make its several parts fit together properly.

B. Contractor is responsible for cutting, fitting or patching provided by Subcontractors.

1.3 LAYDOWN AREA

A. The Contractor shall be provided a small area for storage of equipment and material near the vicinity of the project site. The location and size of the laydown area shall be coordinated with the Owner.

1.4 EXCAVATING AND BACKFILLING

A. The Contractor is responsible for all excavating, trenching, backfilling, or compaction that may be required to complete Work or to make its several parts fit together properly.

B. The contractor is responsible for excavating, trenching, backfilling, or compaction provided by Subcontractors.

1.5 WORK PROVIDED BY SEPARATE CONTRACTORS

A. The contractor shall be required to coordinate his work with that of the Owner's ongoing operations and of other contractors.

1.6 NOTICE TO PROCEED

A. Owner will provide a notice to proceed to the contractor when the Contract has been executed and the Owner has reviewed and approved Performance and Payment Bonds and certificates of Contractor's insurance.

B. Notice to Proceed will establish date of commencement of Work.

C. It is anticipated that the Owner will issue a notice to proceed for this contract **TBD**. Owner's failure to provide notice on such date shall not give rise to increase in Contract Sum or Contract Time.

1.7 CONTRACT TIME

A. Commence work at project site not later than ten (10) days after date of commencement established in the notice to proceed, unless otherwise coordinated with the Owner's Representative.

B. Achieve substantial completion of work on or before **TBD**, with all work complete and ready for Final Payment by **TBD**. Should the contractor fail to complete the work within the contract duration established, then liquidated damages shall apply.

C. Unless otherwise provided in Certificate of Substantial Completion to be prepared by the Engineer, final completion of Work shall be achieved in no later than ten days after date of Substantial Completion provided in Certificate.

1.8 SUPERVISORY PERSONNEL

A. Following commencement of Work, do not change personnel assigned, project management or superintendent responsibilities unless change is beyond Contractor's control. If change is made which is beyond Contractor's control, notify A/E at earliest practicable time.

B. Project Management and Project Superintendent responsibilities shall be assigned only to personnel that are direct employees of the Contractor. Such responsibilities shall not be assigned to Subcontractor, individual's employ of Subcontractor, or other individuals that are not members of Contractor's staff.

C. Do not conduct activities at Project site unless Contractor's project manager or superintendent is present.

1.9 COORDINATION REQUIREMENTS

A. Existing Facilities & Utilities – the Contractor shall confirm the geometry and orientation of the existing facilities (elevations, dimensions, locations, etc.) at the onset of the project to confirm the layout of the proposed construction and the

overall geometry. Additionally, the Contractor at the onset of the project, shall locate all above and underground utilities within the project site.

B. Operations – the Contractor shall coordinate construction activities with the Owner to minimize disruptions and impacts to the existing operations during this contract.

C. Other Contractors – this work will be completed concurrent with other work in close proximity to the work covered by this Contract. The Contractor shall coordinate construction activities with any and all other Contractors working at the berth. The Contractor will be required to attend any weekly progress meetings for other on-going projects at the berth as directed by the Owner or the Owner's Representative.

D. Temporary Traffic Control – the Contractor shall coordinate installation of temporary traffic controls and by-pass routes with the Owner to minimize disruptions and impacts to the existing operations during this contract. All temporary measures will be in place prior to closing down a specific work area for construction. Temporary traffic control measures shall be installed at the Contractor's expense.

E. Material Delivery – the contractor shall not be permitted to have material delivered to the Owner's warehouse or shipping department.

1.10 WORK HOURS

A. The Contractor shall work during the hours of 7:00 a.m. to 5:00 p.m. on those days of the week in which the work is performed.

B. If approved in writing by the Owner prior to commencement, the Contractor may perform work at the project site during non-daylight hours.

1.11 SITE ACCESS

A. Site access requirements will be stipulated at the pre-construction meeting.

1.12 PROJECT CONDITIONS

A. Perform work in a manner that minimizes traffic and vessel interferences and work-arounds.

B. Traffic will continue on the roadways within and adjacent to this project during construction. Contractor must maintain an open roadway and sequence his work to allow for use of the adjacent roadways during construction.

C. Perform Work in a manner that minimizes generation of dust and debris.

1.13 SALVAGEABLE MATERIALS

A. Type and quantity of all materials reused/recycled on site are to be documented in a monthly report to the Engineer. All other materials demolished in this project are to be removed and legally disposed of off-site at the contractor's expense.

B. Perform Work in a manner that minimizes risk of damaging such materials.

C. No material shall be allowed to fall or be dispersed within the local waters, including but not limited to construction waste, trash and other demolition debris or fluids associated with flowable concrete fill, grading and erosion control and overall construction.

1.14 ENVIRONMENTAL PROTECTION

A. Protect river, canals, and drainage ditches from chemical contamination, sediment runoff, construction debris, and other damage.

B. If material, equipment or debris is sunk in river or canal, mark location to warn traffic, notify Owner and A/E, and promptly recover sunken object.

1.15 UTILITY SERVICES

A. If Work requires interruption of existing utility service, interrupt services only at times agreed to by Owner through A/E.

B. If utility service is accidentally interrupted, notify Owner through A/E, then promptly commence activities needed to reestablish service. Provide labor, material and equipment needed to complete repairs at earliest practicable time. If so directed by A/E, continue repair operations on a non-stop basis until repairs are complete.

C. Call-Before-You-Dig – Public utilities on site to be coordinated by Contractor.

1.16 EXISTING CONSTRUCTION

A. Information in Contract Documents that describes existing construction is conceptual in nature; such information is not complete or precise.

B. By executing the Owner-Contractor Agreement, Contractor agrees that failure of Contract Documents to furnish complete or precise information about unconcealed elements of existing construction does not relieve Contractor of obligation to provide Work reasonably called for in Contract Documents.

C. By executing the Owner-Contractor Agreement, Contractor attests it has measured and examined unconcealed elements of existing construction and identified features thereof that differ from information furnished in Contract Documents.

D. By executing the Owner-Contractor Agreement, Contractor further agrees that discrepancies between unconcealed elements of existing construction and information provided in Contract Documents shall not give rise to increase in Contract Sum or extension of Contract Time.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 - GENERAL

1.1. SUMMARY

A. Section Includes: This Section specifies requirements associated with Project Meetings.

1.2. PRE-CONSTRUCTION MEETING

A. A pre-construction meeting will convene at the project site, located at 4601 Park Road, Mobile, AL 36618.

B. A/E will notify Contractor of meeting date.

C. Owner, A/E, and Contractor shall be represented at meeting by individuals authorized to conclude matters relating to Work.

D. Topics of discussion shall include the following:
   1. Schedule for commencement of Work and Substantial Completion
   2. Work sequence
   3. Designation of responsible personnel
   4. Work hours
   5. Change Order and Construction Change Directive procedures
   6. Application for Payment procedures
   7. Submittals
   8. Site access and utilization
   9. Material storage
   10. Environmental Protection and Project Controls
   11. Safety
   12. Housekeeping
   13. Security
   14. Temporary facilities
   15. Quality and Work standards
   16. Governing regulations
   17. Inspection and testing
   18. Protection
   19. Schedule for weekly progress meetings
   20. Other appropriate topics

1.3. PRE-INSTALLATION MEETING

A. Not Applicable (N/A)

1.4. PROGRESS MEETINGS

A. Progress meetings will be conducted at the project site, on a bi-weekly basis. Time of each meeting will be determined by mutual consent during pre-construction meeting.

B. Owner, A/E, and Contractor shall be represented at meetings by individuals authorized to conclude matters relating to Work. Contractor may also require Subcontractors to attend meetings.

C. The Owner, A/E, and Contractor will jointly review the actual progress of the project as compared to the as planned progress and to review planned activities for the upcoming two (2) weeks. The then current and approved schedule update shall be used for the purposes of this meeting and for the production and review of reports. The contractor will provide a written 2-week “look-ahead” schedule at each meeting.

D. Topics of discussion shall include the following:
   1. Revisions to minutes of previous progress meeting.
   2. Work progress.
   3. If progress is behind schedule, Contractor’s plan for expediting Work.
   4. Schedule for work to be accomplished in the next 14 (fourteen) calendar days.
   5. Accidents (bodily injury and property damage).
   6. Quality and Work standards.
   7. Status of proposed changes in Work, Change Orders, and Construction Change Directives.
   8. Other appropriate topics.

1.5. MEETING MINUTES

A. Not later than seven days following date of each meeting, the contractor shall prepare and distribute meeting minutes to City and Engineer. Contractor shall distribute copies of minutes to other attendees as necessary.

1.6. CONSTRUCTION SCHEDULE

A. If meeting discussion identifies need to revise planned construction schedule, submit revised Contractor’s construction schedule to A/E as specified in the General Conditions of the Contract.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 33 00

SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Section specifies procedural requirements associated with Contractor submittals including the following:
   1. Contractor's Construction Schedule
   2. Submittal Schedule
   3. Shop Drawings
   4. Product Data
   5. Samples
   6. Construction Reports

B. Refer to General and Supplementary Conditions and other Division 1 Sections for requirements associated with administrative submittals. Such submittals include, but are not limited to, the following:
   1. Performance and Payment Bonds
   2. Insurance Certificates
   3. Schedule of Values
   4. Applications for Payment
   5. List of Subcontractors
   6. Consent of Surety
   7. Waivers of Liens
   8. Contractor's Statements, Affidavits, and Certifications

1.2 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
   1. Coordinate each submittal with purchasing, fabrication, testing, delivery, other submittals, and related activities that require sequential activity.
   2. Coordinate transmittal of different submittals involving related elements so that processing will not be delayed by need to postpone review of submittals until related submittals are received.
   3. A/E reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
   4. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

B. Processing: Allow A/E sufficient review time so that installation will not be delayed as a result of time required to process submittals, including time for resubmittals.

1. Allow not less than 15 days for A/E's review; allow additional time if processing must be delayed to permit coordination with subsequent submittals.
2. If A/E requires resubmittal of an item, process subsequent submittal in same manner as initial submittal.
3. Allow 15 days for processing each resubmittal.
4. Extension of Contract Time will not be authorized because of failure to transmit submittals to A/E sufficiently in advance of Work to permit processing.

C. Submittal Preparation: Place an identification label or title block on each submittal.
   1. Submit one electronic (pdf) copy of each submittal unless otherwise indicated in another section of the specifications, or hard copies are required for other reasons.
   2. Furnish an adequate space on label, or beside title block on Shop Drawings, to record Contractor's review and approval markings.
   3. Include the following information on label or title block:
      a) Project name: Ziebach WWTP Demolition
      b) Name of A/E: Moffatt & Nichol
      c) A/E Project No. 10456
      d) Date.
      e) Contractor's name.
      f) Supplier's name.
      g) Manufacturer's name.
      h) Related Specification Section number.
      i) Drawing numbers and detail references, as appropriate.

D. Transmittal: Include a transmittal form or letter with each submittal.
   1. On transmittal, record relevant information and, if appropriate, requests for data. On form or separate sheet, record deviations from Contract Document requirements, including minor variations and limitations.
   2. Include Contractor's certification that information complies with Contract Document requirements.
   3. Submittals received from sources other than Contractor will be returned without action.

E. Delivery
   1. Hand Deliver, Mail, or Email submittals to:

      Attn: Eric Granrud, PE
      Email: egranrud@moffattnichol.com
      Moffatt & Nichol
      11 N. Water St, Suite 20220
      Mobile, AL 36602

1.3 A/E'S ACTION

A. Except for information-type submittals, A/E will review and mark submittals to indicate actions taken and instructions to Contractor, and then return an appropriate number of copies to Contractor.

B. A/E will affix to submittals a self-explanatory stamp, marked to indicate one of the following:
   1. If marked "Accepted," that portion of Work represented by submittal may proceed provided it complies with requirements of Contract Documents; final acceptance will depend on compliance.
   2. If marked "Accepted with Corrections Noted," that portion of Work represented by submittal may proceed provided it complies with noted corrections and requirements of Contract Documents; final acceptance will depend on compliance.
   3. If marked "To be Revised and Resubmitted," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Revise submittal in accordance with notations; resubmit without delay.
   4. If marked "Rejected--See Remarks," do not proceed with purchasing, fabrication, delivery, or other similar Work activities associated with submittal. Prepare new submittal in accordance with notations; resubmit without delay.

C. A/E will review Contractor's Construction Schedule, Product List, Submittal Schedule, and other similar information-type submittals to determine if A/E has objections to information contained therein. If it has no objections, A/E will mark submittals "Action Not Required," and then return an appropriate number of copies to Contractor.

1.4 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Within 10 days of date of Commencement of Work, but not later than date of submission of Schedule of Values, submit to A/E three copies of horizontal bar chart-type Construction Schedule. Use the Critical Path Method (CPM) of network calculation to generate the Project Schedule.

B. Use a separate time-bar for each significant construction activity. Each activity shall be cost-loaded to match the Schedule of Values as described in Section 01 29 00, “Payment Procedures”.

C. Provide a series of continuous vertical lines to identify first working day of each week.

D. Within each activity, identify the Duration (in working days), Early Start, Late Start, Early Finish, Late Finish, Total Float, and Total Cost. As Work progresses, update the schedule with actual percent completion and submit the updated schedule with each Application for Payment.

E. Clearly show the critical path.

F. Available float is owned by the project and shall not be considered for the exclusive use of either the Owner or the Contractor.

G. Prepare schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for entire construction period.

H. Coordinate Construction Schedule with Schedule of Values, Submittal Schedule, and Applications for Payment.

I. Indicate completion of Work in advance of date established for Substantial Completion; allow adequate time on schedule for A/E's procedures necessary for Final Inspection, Correction of Punch list Items, and certification of Substantial Completion. If at any time the Contractor falls behind by more than 10% of the overall schedule based on cost, the A/E reserves the right to require the Contractor to submit a recovery schedule showing that the Work will be completed on or before the date established for Substantial Completion. Such recovery schedule shall be submitted to the A/E within 10 calendar days of request by the A/E.

J. Unless A/E objects to Contractor's initial construction schedule, one copy will be returned to Contractor marked "Action Not Required."

K. Update and resubmit Construction Schedule as follows:
   1. Submit three copies to A/E with each Application for Payment.
   2. If an event occurs which adversely affects bar chart data, submit five copies of revised schedule to A/E within five days of event giving rise to change.

L. Copies accompanying Applications for Payments will not be returned to Contractor. For those situations requiring submission of five updated copies, the A/E will, unless it objects to modifications contained in updated document, return one copy to Contractor marked "Action Not Required."

1.5 SUBMITTAL SCHEDULE

A. Not later than date of submission of Contractor's Construction Schedule, submit to A/E five copies of Contractor's Schedule of Submittals.

B. Prepare schedule in form of list that identifies each submittal as follows:
   1. Brief Description of submittal.
   2. Related Specification Section number.
   3. Planned date of submission.

C. Unless A/E objects to Contractor's initial Submittal Schedule, one copy will be returned to Contractor marked "Action Not Required."

D. If an event occurs which adversely affects Submittal Schedule, submit five copies of revised schedule to A/E within five days of event giving rise to change. Unless the A/E objects to such revised document, one copy will be returned marked "Action Not Required."

1.6 SHOP DRAWINGS

A. Not Applicable.

1.7 PRODUCT DATA

A. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, and standard color charts. As a minimum, include data which documents the following:
   1. Manufacturer's printed recommendations.
   2. Compliance with specified industry and trade association standards.
   3. Compliance with recognized testing agency standards.
   4. Application of testing agency labels and seals.
   5. Notation of coordination requirements.

B. Where special data must be prepared because standard printed data is not suitable for use, submit as "Shop Drawings."

C. Collect Product Data into a single submittal for each element of construction.

D. Highlight, encircle, or otherwise indicate deviations from Contract Documents.

E. If Product Data includes information on materials or options which are not required, mark copies to indicate applicable information.

F. Unless otherwise specified, submit to A/E six copies of each submittal; two copies will be returned to Contractor.

1.8 SAMPLES

A. Not Applicable.

1.9 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report which provides the following:
   1. Date of construction activity.
   2. Brief identification of Work activities and areas of execution.
   3. List of subcontractors on Project site.
   4. Approximate count of construction personnel on Project site.
   5. List of equipment and number of hours used on each.

6. High and low temperatures, description of general weather conditions.
7. Description of accidents.
8. Description of emergencies and actions taken.
9. Minutes of meetings conducted at Project site.
10. Information about Work stoppages, delays, shortages and losses.
11. Copy of orders and requests of governing authorities.
12. Identification of services connected or disconnected.
13. Description of tests conducted at Project site.

B. Submit one copy of each report to A/E at weekly intervals; forward such copies by means ensuring A/E's receipt not later than five days following latest report date.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 35 43

ENVIRONMENTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes: This Section specifies requirements associated with Contractor's environmental, safety, and health (ES&H) functions for this contract.

1.2 GENERAL REQUIREMENTS

A. In performing work under this contract, the Contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The Contractor shall exercise a degree of care commensurate with the work and the associated hazards. The Contractor shall ensure that management of environment, safety, and health (ES&H) functions and activities becomes an integral, but visible part of the Contractor's work planning and execution processes. The Contractor shall, in the performance of the work, ensure that:
   1. Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
   2. Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
   3. Before work is performed, the associated hazards are evaluated and a set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
   4. Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

B. The Contractor, relative to the specifications, shall be able to demonstrate through documentation and work practices that its performance of work under this contract achieved the following:
   1. Fulfilled the work required under the contract
   2. Identified and analyzed specific, task-level hazards associated with the work
   3. Developed and implemented hazard controls related to the hazards
   4. Allowed the performance of work within the controls
   5. Provides feedback to the Contractor and Contractor employees on the adequacy of hazard controls.

C. The Contractor is responsible for its subcontractors' compliance with the ES&H requirements of this contract.

1.3 MINIMUM REQUIREMENTS FOR ES&H

A. The term "Contractor" used throughout this document shall be defined to be the Contractor under contract with City of Mobile and any and all of its lower tier Contractors and on site vendors. This Contractor shall pass down requirements outlined throughout this document to all lower tier Contractors and on site vendors.

B. Items listed below are minimum requirements required by City of Mobile; the contractor shall also comply with all and any City, County, State, or Federal regulations that exceed the minimum requirements pertaining to the contractor, employee, and site vendors.

C. Each Contractor is solely responsible for the safety and health of its employees, and all of its lower tiered vendor and Contractor employees. Full compliance with OSHA and ANSI Standards incorporated by reference, Federal, State, and Local requirements is mandatory. In addition, Contractor shall comply with all safety, health, security and environmental requirements. Failure to comply may result in disqualification and removal of the Contractor

D. Each Contractor shall identify and provide documentation for all necessary competent persons for each and any applicable project activities involving, but not limited to: safety representative, excavations, temporary electrical, low, medium, and high voltage electrical, ladders, scaffolds, respiratory protection, first aid, fall protection, aerial lifts, forklifts, rigging, work vehicles and cranes. These records shall be made available to City of Mobile upon request.

E. Each Contractor shall assure that all work-related injuries and illnesses requiring a physician's care are reported to City of Mobile immediately.

F. Each Contractors employee shall be properly trained to facilitate the safe and expeditious execution of its work.

G. Each Contractor or his designated safety representative shall conduct daily pre-use inspections of all vehicles and mobile equipment, tools and cord sets, and safety devices. Defective equipment shall be taken out of service.

H. Each Contractor shall conduct continuous clean up and maintenance of its work areas, fabrication areas, and office trailers.

I. Each Contractor shall comply fully with all work permit requirements including hot work, confined space, line breaking (loc-tag procedures), and excavation, control of hazardous energy, critical lift, etc.

J. All cars, trucks, and mobile equipment and other construction vehicles shall have operable “amber” flashers permanently or temporary mounted on top of the vehicle or must use the vehicles emergency flashers while in operational areas.

K. Each Contractor shall submit copies of current Material Safety Data Sheets (MSDS) for all hazardous chemicals and/or materials to be brought onto the project site. Maintain an inventory log of all chemicals utilized on the project site.

L. Each Contractor shall notify City of Mobile immediately of any and all chemical or oil spills, no matter how small. Spill control, and clean up, shall only be executed and completed by trained personnel. The Contractor shall be responsible for all costs incurred with the clean-up of spills they cause and proper disposal of spill materials and supplies they utilize.

M. Each Contractor shall properly dispose of trash and waste. The separation and disposal of trash and waste shall comply with all applicable local, state and federal standards and DRP Gibbstown Logistics Center requirements.

N. Each Contractor shall assure 100% fall protection for employees exposed to potential falls of six (6) feet or more. All fall protection equipment and devices shall be thoroughly inspected prior to each use.

O. Each Contractor shall assure 100% eye protection (ANSI Z-87.1) in all work areas. Safety glasses must have rigid side shields.

P. Hard hats are required for all Contractor employees working in posted areas and must conform to ANSI Z89.1. Hard Hats shall display the Contractors company logs on the front of the cap.

Q. Footwear (steel- toe safety shoes) suitable for use in construction environments shall be worn while working on all City of Mobile projects. Electrical workers are required to wear ANSI type “EH” shoe.

R. Each Contractor shall provide hearing protection to employees where noise is measured above 85dB, or normal conversation cannot be conducted, or when the area is posted as noise-hazardous.

S. Each contractor shall require appropriate clothing be worn for the assigned task.

T. Each Contractor shall provide its employees proper personal protection while working in hazardous environments. Safety vest shall be worn in all high traffic areas to include but not limited to any fieldwork areas, dock, and warehouses.

1.4 REFERENCE SHEET

A. The Contractor shall obtain a laminated reference sheet from the A/E prior to mobilizing to the site. The reference sheet shall be kept in all of the vehicles at the project site, including subcontractors.

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

END OF SECTION

SECTION 01 50 00

MOBILIZATION AND DEMOBILIZATION

PART 1 - GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing of all materials and equipment and the performing of all labor necessary for the assembling and setting up for the project. This shall include but is not limited to the following:
   1. The initial movement of personnel and equipment to the project site;
   2. The establishment of the Contractor's field offices, trailers, shops, and storage areas;
   3. Provision of sanitary facilities;
   4. Pre-construction photographs, surveys, utility locations, stake-outs, and other required site verifications;
   5. Provision of any required temporary site utilities;
   6. Provision of erosion and sediment control, turbidity curtains, and other water quality monitoring systems and environmental protection devices;
   7. The acquisition of all permitting not otherwise provided;
   8. The cost of required insurance, bonds and any other initial expense required for the start of work on this project shall be included in this item.
   9. All other features and facilities as may be required by any applicable local, state, and Federal laws;
   10. All other work and operations that must be performed prior to beginning work on compensable items.

B. This work further includes the following:
   1. Demobilization of all equipment, material, and personnel upon completion of the project and the clean-up of the project site.
   2. Employment of an independent, third-party surveyor/inspector for construction stakeout and monitoring of settlement plates.

C. At the completion of demolition and construction activities, all areas used for storage of equipment and material shall be restored to their original condition as existed prior to commencement of mobilization operations.

1.2 AS-BUILT DRAWINGS

A. As demolition and construction progresses, the Contractor shall keep an up-to-date set of as-built drawings. As-built drawings are the latest set of as-bid documents including addenda and revisions in place prior to formal Notice to Proceed with red line or text marks made on the drawings or attachments made therewith. Such marks

or attachments shall be a complete and comprehensive reference to all changes to as-bid documents. After demolition and construction is complete, the Contractor shall transmit as-built marks and attachments to the Engineer.

1.3 CLOSEOUT PROCEDURES

A. Closeout procedures shall be complete and approved by the Engineer prior to the date of final acceptance of the work and prior to final acceptance.
B. Refer to Section 01 70 00 Contract Closeout.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Required materials or temporary construction necessary to complete the work, but not part of the finished work, shall be provided as needed and removed off site in a timely manner when the need for said materials or temporary construction has passed.

PART 3 - EXECUTION

3.1 INSTALLATION

A. All work done in providing the facilities and services under this Contract shall be done in a safe and workmanlike manner.

PART 4 - COMPENSATION

4.1 MEASUREMENT

A. Mobilization and Demobilization shall not be measured.

4.2 PAYMENT

A. Payment for “Mobilization and Demobilization”, complete, shall be taken to be included in and covered by the Lump Sum Price Bid under Item No. 1000 on the Bid Form.

B. Basis of payment for Mobilization and Demobilization will be 50 percent of the Lump Sum Price Bid payable on the first monthly estimate subsequent to the Contractor moving in of all necessary facilities, as indicated under Scope above, which would enable him to satisfactorily begin work. The remaining 50 percent will be prorated over the remaining monthly estimates for contracts scheduled to be complete within 4 months. For contracts scheduled to exceed 4 months, the remaining 50% shall be prorated over the last two (2) monthly estimates of the contract. Payment as directed above shall be full compensation for all labor, materials, equipment, tools

and incidentals necessary to complete the work in every respect to the satisfaction of the Engineer.

C. Payment of the Contract Lump Sum Price Bid for Mobilization and Demobilization shall be included within stipulated Lump Sum Price for Bid Item No. 1000 and shall not be made more than once, regardless of the fact that the Contractor may have to shut down the work on the project for any reason or move equipment away from the project and then back again or regardless of the fact the Contractor may have to mobilize at several locations.

END OF SECTION

SECTION 01 70 00

CONTRACT CLOSEOUT

PART 1 – GENERAL

1.1. SUMMARY

A. This Section specifies procedures associated with Substantial Completion and Final Acceptance of Work.

1.2. SUBSTANTIAL COMPLETION

A. Prerequisite Actions: Before requesting A/E's inspection for Substantial Completion, accomplish the following:
   1. Complete construction. (Submit with request for inspection a comprehensive list of items to be completed or corrected and a statement of each item's monetary value.)
   2. Complete removal of temporary utilities, Contractor's tools and equipment, temporary construction and other temporary facilities, and then complete permanent construction delayed because of interference with temporary facilities.
   3. Repair or replace damaged property as specified elsewhere in this Section.
   4. Complete final cleaning activities as specified elsewhere in this Section.
   5. Submit record drawings as specified elsewhere in this Section.
   6. Store spare parts/products at Project site as specified elsewhere in this Section.

B. Semifinal Inspection: Upon receipt of Contractor's request for inspection, provided Contractor has completed prerequisite actions, A/E will conduct semifinal inspection, and then either issue a Certificate of Substantial Completion which includes a list of items to be completed or corrected or notify Contractor and Owner of nonconforming items that must be completed or corrected before certificate will be issued. If notice is issued, A/E will re-inspect Work when Contractor certifies nonconforming items have been completed or corrected.

C. Semifinal Application for Payment: Attach to each copy of Application for Payment that coincides with or first follows request for inspection a copy of the following:
   1. AIA Document G703 showing 100% complete adjacent to each element of Work which Contractor claims to be complete.
   2. AIA Document G707A showing consent of surety to reduction in retainage.
   3. Releases required by law.

1.3. FINAL ACCEPTANCE

A. Prerequisite Actions: Before requesting A/E's inspection for final acceptance, execute Work needed to complete or correct items, which A/E identified in Certificate of Substantial Completion. In addition, submit to A/E the following:
   1. Final Application for Payment, which includes final accounting for Change Orders, Construction Change Directives, and liquidated damages.
   2. Statutory Affidavit. (Attach one copy of affidavit to each copy of final Application for Payment. Form of such document is attached to Section 00802.)
   3. Consent of surety to final payment. (Attach one copy of AIA Document G707 to each copy of final Application for Payment.)
   4. Meter readings of utilities, record of stored fuel, and other similar data. (Attach one copy to each copy of final Application for Payment.)
   5. Schedule for conducting post-contract inspections specified in other Sections. (Attach one copy of schedule to each copy of final Application for Payment.)
   6. Written warranties specified elsewhere in Project Manual. (Attach one copy of each warranty to each copy of final Application for Payment.)
   7. Operation & Maintenance Manuals.
   8. Records and/or verification of completed owner demonstration & training of equipment.

   NOTE: All closeout documentation including, but not limited to, items 6-8 listed above shall be neatly bound, indexed, organized and turned over to the A/E as follows: 1 Electronic copy (pdf) & 2 Hard copies

B. Final Inspection: Upon receipt of Contractor's request for inspection, provided Contractor has completed prerequisite actions, A/E will conduct final inspection, and then either issue a final Certificate for Payment or notify Contractor and Owner of nonconforming items that must be completed or corrected before certificate will be issued. If notice is issued, A/E will re-inspect Work when Contractor certifies nonconforming items have been completed or corrected.

1.4. REINSPECTION COSTS

A. If re-inspection for Substantial Completion or final acceptance is required because of Contractor's failure to complete prerequisite actions, a Change Order or Construction Change Directive will be prepared which reduces the Contract Sum by an amount equal to A/E's reasonable charges to Owner for conducting each re-inspection.

1.5. PROPERTY REPAIR

A. Repair or replace new and existing construction damaged by construction activities. Execute repairs and replacements to match undamaged adjacent construction.

B. Repair or otherwise restore marred finishes and surfaces. Replace construction that cannot be corrected without showing evidence of repair or restoration.

1.6. FINAL CLEANING

A. Contractor is responsible for final cleaning of Work provided by Contractor.

B. Use cleaning agents recommended by manufacturers and fabricators of surfaces to be cleaned. Store, handle, and use each agent in accordance with agent manufacturer's recommendations.

C. Perform the following:
   1. Clean facility, Project site and surrounding areas of rubbish, excess materials, and other similar objects resulting from construction activities.
   2. Rake ground areas that are neither planted nor paved to produce a smooth, even-textured surface.
   3. Broom-clean paved areas; wash such areas to remove sediment.
   4. Remove sediment and rubbish from open storm-drainage structures.
   5. Clean exposed hard-surfaces of dirt, films, stains, and other similar foreign substances.
   6. Clean and polish reflective surfaces and transparent materials.
   7. Clean other surfaces and areas as needed for Owner to occupy or utilize the Work for its intended use.

1.7. RECORD DOCUMENTS

A. General: Submit to A/E one set of record documents consisting of record drawings and record project manual.

B. Record Drawings: Maintain at Project site a clean, undamaged copy of Drawings prepared by A/E. As Work progresses, mark Drawings to show details of actual construction.
   1. Ensure latest-revision Drawings are marked.
   2. Use a red-ink pen to illustrate changes.
   3. Give particular attention to concealed elements.
   4. Bind record drawings in same sequence Drawings are enumerated in List of Drawings bound in Project Manual; include a durable-paper cover which bears the following information: Project title, Contractor's name, date of submission, and phrase "Record Drawings."

C. Record Project Manual: Maintain at Project site a clean, undamaged copy of Project Manual. As Work progresses, mark pages to identify products and methods of actual construction.
   1. Ensure latest-revision Project Manual is marked.

2. Bind Addenda and Amendments immediately behind Project Manual cover; include attachments to Addenda and Amendments which modify contents of Project Manual.
3. Use a red-ink pen to identify changes and options selected from those specified.
4. Where Project Manual or attachments to Addenda or Amendments contain pages voided by later revision, mark voided pages to direct attention to Addendum or Amendment which provide revised pages.
5. Give particular attention to concealed elements that do not bear permanent labels or tags.
6. Mark cover of document to show Contractor's name, date of submission, and phrase "Record Project Manual".

PART 2 – PRODUCTS (Not used)

PART 3 – EXECUTION (Not used)

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Contract Closeout shall not be measured.

4.2 PAYMENT

A. Payment for “Contract Closeout”, complete, shall be taken and to be included in and covered by the Mobilization and Demobilization Lump Sum Price Bid under Bid Item No. 1000 on the Bid Form.

END OF SECTION

SECTION 02224

FILL AND BACKFILL

PART 1 GENERAL

1.1 DESCRIPTION

A. Work consists of providing a graded site with temporary drainage indicated on the drawings and as described in these specifications.

1.2 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):

a. C117, Standard Test Method for Materials Finer Than 75-Micrometers (No. 200) Sieve in Mineral Aggregates by Washing.

b. C136, Standard Method for Sieve Analysis of Fine and Coarse Aggregates.

c. D75, Standard Practice for Sampling Aggregates.

d. D422, Particle Size Analysis of Soils.

e. D1140, Standard Test Method for Amount of Material in Soils Finer than the No. 200 Sieve

f. D1556, Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.

g. D1557, Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft^3).

h. D2487, Classification of Soils for Engineering Purposes (USCS).

i. D3017, Moisture Content of Soil and Soil Aggregate in Place by Nuclear Method (Shallow Depths).

j. D4318, Atterburg Limits.

k. D6938, Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth).

2. AASHTO T272-10, Standard Method of Test for Family of Curves – One Point Method (Modified Proctor).

3. Other methods will be considered upon written request to the Engineer. The request must demonstrate a correlation with the above standards. The final approval is the responsibility of the Engineer.

B. When density is determined by nuclear method, the equipment shall be calibrated on soils from the site. Take all safety precautions and obey all regulations governing the use of radioactive materials.

1.3 DEFINITIONS

A. Prepared Ground Surface: Ground surface after completion of required site preparation, clearing and grubbing, scalping of sod, stripping of topsoil, excavation to grade, and subgrade preparation.

B. Completed Course: A course or layer that is ready for next layer or next phase of Work.

C. Lift: Loose (uncompacted) layer of material.

D. Geosynthetics: Geotextiles, or geogrids.

E. Well-Graded:

1. A mixture of particle sizes with no specific concentration or lack thereof of one or more sizes.

2. Does not define numerical value that must be placed on coefficient of uniformity, coefficient of curvature, or other specific grain size distribution parameters.

3. Used to define material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.

F. Influence Area: Area within planes sloped downward and outward at 60-degree angle from horizontal measured from:

1. 1 foot outside outermost edge at base of foundations or slabs.

2. 1 foot outside outermost edge at surface of roadways or shoulder.

3. 0.5 foot outside exterior at spring line of pipes or culverts.

G. Borrow Material: Suitable material from required excavations on or near Site.

H. Suitable Material: Material meeting the Unified Soil Classification soil types GW, GP, GM, SW, SP, and SM with percent fines passing the No. 200 sieve less than 25 and plasticity index (PI) less than 10. The material shall be free of organic material or debris. Also soils designated as suitable for their intended use by the Engineer. All material not meeting this definition shall be defined as unsuitable material (excluding topsoil).

I. Select Material: Material meeting the Unified Soil Classification soil types GW, GP, GM, SW, and SP with percent fines passing the No. 200 sieve less than 10 and non-plastic. The material shall be free of organic material and stones greater than 3-inches.

J. Imported Material: Select material obtained from sources offsite.

K. Embankment Material: Suitable or select fill materials required to raise existing grade in areas other than under structures.

1.4 SUBMITTALS

A. Informational Submittals required by the Contractor:

1. Certified test results from independent testing agency.

1.5 QUALITY CONTROL

A. The Contractor shall retain a Soils Testing laboratory to provide quality control testing for his project.

B. The Testing Laboratory personnel shall check and observe work as it progresses. When material furnished or work performed by the Contractor fails to conform to specifications, the Laboratory will promptly notify the Contractor and the Engineer. The Testing Laboratory will, as a minimum perform the following:

1. Perform one-point proctors in sufficient quantity to verify testing.
2. Conduct density tests in sufficient quantity to ascertain the work being performed complies with these specifications. The following minimum schedule shall be adhered to:
   a. One every layer of fill, plus
   b. One every 100 cubic yards of fill or fraction thereof, plus
   c. Areas where degree of compaction is in question.
3. The Testing Laboratory shall submit formal reports of all density tests and retests to the Engineer. The reports shall be furnished to the Engineer within three working day of completion of the required tests. Such tests and submittals shall not relieve the Contractor from any of his contractual obligations and he shall be responsible for ensuring that his work is maintained to the required quality.
4. This report information shall include, but not be limited to the following:
   a. Date of the test and date submitted.
   b. Location and sketch of test by station, coordinate and elevation.
   c. Wet weight, moisture content and dry weight of field sample.
   d. One-point proctor data.
   e. Maximum dry density and moisture content of the lab sample that best match the field samples in color, texture, grain size and maximum dry density.

f. Ratio of field dry density to maximum lab dry density expressed as a percent.

g. Comments concerning the field density passing or failing the specified compaction.

h. Comments about re-compaction if required.

i. Comments regarding observations.

5. Identify soils, as being suitable or unsuitable for use in accordance with these specifications.

6. Perform moisture sampling in soils being worked to ascertain compliance with these specifications.

7. Make observations of the work with each site visit and include comments in test reports.

8. Report all test results to the Engineer. At a minimum, work sheets reflecting the days testing activities with calculations shall be delivered to the Engineer by the beginning of the next workday. Formal typed reports will then be submitted to the Engineer.

9. Maintain complete records will be maintained. Records will include, but not limited to, detailed locations and results of tests, observations, and undercuts.

10. Upon completion of project, submit drawings detailing locations of all density tests including pertinent supporting data such as proof-rolling, undercuts, one point Proctor verifications, and any other data relating to soils work performed on the project site.

1.6 CONTRACTOR'S DUTIES

A. Advance Notice: Advise the Engineer and the Testing Laboratory a minimum of two working days in advance of beginning backfilling operations.

B. Labor and Equipment: Provide labor and equipment as necessary to assist Laboratory Field personnel access to the area of work to be tested.

C. (Deleted).

1.7 QUALITY ASSURANCE

A. Inspection Agency: An independent third party, for inspection of soil compaction shall be provided by the Contractor. Agency shall employ National Institute for Certification in Engineering Technologies (NICET) Level II technicians certified in geotechnical engineering technology/construction or construction materials testing/soils to perform testing specified herein.

B. The Agency's responsibilities shall include:

1. Having an Inspector present on-site during all backfilling operations.

2. Approving all backfilling procedures and mechanical compaction equipment.

3. Verifying compaction by in-place density tests. Tests shall be submitted to the Engineer for review. A minimum of one density test per lift shall be performed for each 2,500 square feet of lift area or pavement area and every 50 linear feet of utility trench, but not less than one test minimum per trench, or more often if directed by the Engineer.

4. It shall be the responsibility of the Contractor to notify the Inspection Agency three days prior to the beginning of work so that the Inspection Agency can have a soils engineer and/or soils technician on the site during the work. All costs of this Inspection Agency incurred due to lack of coordination by the Contractor of the earthwork, causing unnecessary visits by the Inspection Agency, shall be paid for by the Contractor.

1.8 SEQUENCING AND SCHEDULING

A. Backfill against concrete structures only after demolition to required depth has been obtained and Engineer has acknowledge by inspection that backfilling can occur.

B. Backfill shall be placed and tested for compaction in lifts.

PART 2 PRODUCTS

2.1 EARTHFILL

A. Excavated suitable material from required excavations shall be free from rocks larger than 3 inches, from roots and other organic matter, ashes, cinders, trash, debris, and other deleterious materials.

B. Material containing more than 10 percent gravel, stones, or shale particles is unacceptable.

C. Provide imported material if required to accomplish Work.

2.2 WATER FOR MOISTURE CONDITIONING

A. Free of hazardous or toxic contaminates, or contaminants deleterious to proper compaction.

PART 3 EXECUTION

3.1 GENERAL

A. Keep placement surfaces free of water, debris, and foreign material during placement and compaction of fill and backfill materials.

B. Place and spread fill and backfill materials in horizontal lifts of uniform thickness, in a manner that avoids segregation, and compact each lift to specified densities prior to placing succeeding lifts. Slope lifts only where necessary to conform to final grades or as necessary to keep placement surfaces drained of water.

C. During filling and backfilling, keep level of fill and backfill around each structure even.

3.2 BACKFILL WITHIN AND AROUND ABANDONED STRUCTURES

A. Place fill in lifts of 8-inch maximum thickness and compact each lift to minimum of 95 percent maximum dry density (Modified Proctor) in accordance with ASTM D1557.

B. On site material placed as onsite fill shall be tested for compaction.

3.3 FILL

A. Unless otherwise shown, place suitable or select material (as required by plans) as follows:

1. Allow for 4-inch thickness of topsoil where required.
2. Maximum 8-inch thick lifts.
3. Place and compact fill across full width of embankment.
4. Compact to minimum 95 percent maximum dry density (Modified Proctor) in accordance with ASTM D1557.
5. Dress completed embankment with allowance for topsoil, crest surfacing, and slope protection, where applicable.

4.2 MEASUREMENT

A. Measurement for Imported Fill and Backfill Material shall not be measured but included within the Lump Sum Price for Bid Items No. 1005, 1006, 1007, 1008, 1009, and 1010 inclusive of complete demolition and/or partial demolition and removal of above and below ground structures and tanks to be demolished or abandoned in place.

B. An Allowance for Imported Fill and Backfill Material shall be provided for Bid Item No. 1002 as measured by cubic yard.

4.2 PAYMENT

A. Payment for Imported Fill and Backfill Material shall be included within stipulated Lump Sum Price for Bid Items No. 1005, 1006, 1007, 1008, 1009, and 1010 inclusive of complete demolition and/or partial demolition and removal of above and below ground structures and tanks to be demolished or abandoned in place.

B. An Allowance for Imported Fill and Backfill Material shall be provided for Bid Item No. 1002 as measured by cubic yard.

END OF SECTION

SECTION 02 41 00

DEMOLITION

PART 1 – GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing of all material and equipment and the performing of all labor to complete the demolition, removal and disposal of pavements, utilities, structures, and other ancillary items as shown on the Contract Drawings and as herein specified or directed by the Engineer.

B. This work shall include but is not limited to:
   1. Demolition and removal of concrete walls, masonry walls, concrete foundations, steel supports and racks, valves and valve box appurtenances, plug valves, motors, manholes, drains and junction boxes and all other encountered piping and utility lines to be removed from site to the specified depths.
   2. Demolition and removal of specific site structures including but not limited to Primary and Final clarifier tanks, Trickle Filter tank, Contact Chamber structure, head/outfall box, and existing office building. The Headworks, Digester tank and shop maintenance building will remain as indicated on Contract Plans.
   3. Demolition, removal of underground piping in order to install flowable fill (CLSM) plugs and bulkheads per Section 31 23 23.
   4. Selective demolition of upper portions of manholes, junction boxes and drainage – utility structures to specified depths.
   5. Demolition and removal of all above ground located steel tanks, mechanical equipment, piping, pumps, motors, and associated appurtenances unless otherwise specified.
   6. Demolition and removal of concrete sidewalks, asphalt pavements, landings and slabs as indicated on the Contract Plans.

C. During demolition work, the Contractor shall pay utmost attention to protecting an active sewer lift station (pump station) operated within the site by MAWSS. The contractor shall maintain access to and protect the pump station from damage or interruption of service. Any damage resulting from demolition work shall be repaired or replaced by the Contractor to the satisfaction of the Engineer at no additional cost to the City.

D. Cleanup and disposal of all demolition debris shall be done by the Contractor.

E. The Contractor shall anticipate performing site dewatering if required as part of normal excavation and demolition of below ground tanks, sewer and drainage piping

demolition and all excavation work. The City will not additionally compensate the contractor for any required dewatering cost to accomplish the Contract work.

1.2 RELATED SECTIONS

A. Section 01 33 00 Submittals
B. Section 02 22 40 Fill and Backfill
C. Section 31 00 00 Earthwork

1.3 SUBMITTALS

A. General: Submit the following in accordance with the 01 33 00, "Submittals" of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.

B. Demolition Plan: The plan shall include the sequence of work and methods for selectively demolishing the items shown on the Contract Drawings. The plan should indicate how the contractor intends to temporary stockpile demolition debris within the site including any sorting of steel from masonry concrete debris, dumpster locations, truck haul routes, personnel parking areas, field trailer location, etc..

D. Proposed dust control measures.

PART 2 – PRODUCTS

2.1 MATERIAL

A. The Trickle Filter aggregate stone shall be hauled off and disposed of by the contractor.

B. All masonry-concrete material and general construction demolition resulting from demolition and removal work shall become the property of the Contractor and shall be removed from the project site and disposed of offsite at an approved facility.

C. Any encountered aggregate base material lying below demolished asphalt shall be stockpiled and reused for backfill within abandoned structures, general excavation and trenched areas.

D. No unsuitable materials are known to exist within the site. As demolition progresses, Contractor shall notify engineer if any excavations encounter material which cannot be reused as backfill due to contamination or poor compactability properties of said unsuitable material.

PART 3 – EXECUTION

3.1 GENERAL

A. All structures shown on the Contract Drawings are for general information only. The Contractor is advised that Reference Drawings included with the Contract Drawings do not necessarily represent as-built conditions and/or modifications completed subsequent to the original drawing date. It shall be the responsibility of the Contractor to verify existing conditions prior to bidding.

B. During the period of demolition, dust shall be kept to a minimum. Debris and rubbish shall not accumulate on the site and shall be removed daily.

D. The Contractor shall choose equipment and methods to demolish tanks, buildings, foundations, walls, slabs and sewer drain utility lines and pipes to the specified depth of thirty inches as measured from natural ground. The intent of removing all buried infrastructure to a depth of thirty inches across the entire site shall be achieved regardless of equipment or contractor decided means and methods.

E. Concrete debris consisting of concrete rubble or broken pieces concrete masonry block shall not be used for backfill. The portions of tanks or excavations adjacent to or interior to abandoned walls and footings including pipe trenches shall be backfilled with suitable compactable material. The Contractor shall remove and dispose of offsite all demolition concrete debris which falls from the portion of structure being demolished.

F. All existing reinforcing including wire mesh and steel rebar remaining as evident from demolishing structure shall be cut flush or bent downward. No metal rebar remaining within portion of structure abandoned in place shall project upward and encroach into the required thirty inch (30”) demolition region depth as measured from natural ground and/or proposed finished grade.

G. All damage to adjacent structures, buildings, and pavement during the work shall be made good to the satisfaction of the Engineer at the Contractor’s expense.

H. The Contractor is responsible for inventorying and determining the complete removal of all interior building electrical including exterior site electrical demolition requirements. Contractor shall verify wiring and equipment is abandoned and accepts the existing conditions for removing all associated electrical infrastructure within the projects’ to be demolished buildings and site. The City shall incure no additional compensation for electrical, mechanical or plumbing demolition work beyond the bid lump sum contract price.

3.2 SEQUENCE

A. Prior to beginning site demolition, the project area shall be surveyed for any unidentified utilities or inconsistencies which the contractor deems important to discuss prior to proceeding with demolition on the project site.

3.3 DISPOSITION OF MATERIAL

A. Title to Materials: Except where indicated or specified, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from the project site. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Engineer of the Contractor's demolition and removal procedures and authorization by the Engineer to begin demolition. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.4 UTILITY ABANDONMENT AND REMOVAL

A. Existing utility drains, conduits and pipes measuring less than four inches (4”) in diameter, if discovered, may be abandoned in place with no flowable fill (CLSM) plugging required. These smaller sized utilities should only be removed, cut or broken as required to access removal of concrete tanks, buildings and other larger diameter existing utility lines and drains.

B. Existing sewer lines, drains, and pipes located less than (<) than thirty inches (30”) as measured from natural ground elevation shall be removed entirely. The contractor is responsible for documenting location and depth of all removed lines as part of payment request for pipe removal.

3.5 DISPOSAL LOG

A. The Contractor shall maintain a disposal log of all material removed from the site. The log shall include a description of the material, quantity by weight, disposal site, and date of disposal.

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Site Demolition shall not be measured.

4.2 PAYMENT

A. Payment for “Demolition,” complete, shall be made at the Lump Sum Price Bid under Items Numbered No. 1003 through 1019 on the Bid Form. These items shall include but are not limited to removal and disposal of all aspects of demolishing the specifically listed surfaces and structures identified in the contract plans. This work is inclusive of full and/or selective demolition of concrete reinforced walls, footings,

slabs, mechanical piping, steel support racks, hardware, electrical equipment, below ground piping and associated plugging of abandoned in place piping and backfill of the excavation limits created by removing each specific structure.

B. The above prices shall include all the work described in this Section and shown on the Contract Drawings including all labor, materials, services, and equipment necessary to complete the work to the satisfaction of the Engineer.

C. Bid Item No. 1006A shall provide a cost for the contractor to remove the aggregate stone from the Trickle Filter and stockpile it on site for later use by the City. This price shall be inclusive of all labor and materials needed to complete this work.

END OF SECTION

SECTION 02 53 00

TOPSOIL

PART 1 - GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing and placing of all materials and equipment and the performing of all labor to complete the placement of topsoil pre as required by the Contract Documents. The requirements specified herein are minimum requirements.

1.2 RELATED SECTIONS

A. Section 01 33 00 Submittals
B. Section 31 00 00 Earthwork
C. Section 32 91 13 Ground Prep and Vegetation Establishment

1.3 STANDARDS AND REFERENCES

A. Section 650 of the ALDOT Standard Specifications, effective January 2018, as incorporated and amended herein.
B. ASTM International (ASTM):
   1. C602, Standard Specification for Agricultural Liming Materials.
   2. D5268, Standard Specification for Topsoil Used for Landscaping Purposes.

1.4 SUBMITTALS

A. Informational Submittals from the Contractor:
   1. Certified Topsoil Analysis Reports:

PART 2 – PRODUCTS

2.1 TOPSOIL MATERIAL

A. Required Properties of Topsoil.

Topsoil furnished or stockpiled by the Contractor shall meet the requirements given in ASTM D 5268 "Standard Specification for Topsoil for Landscape Purposes". The composition of the topsoil shall be as follows (from ASTM D 5268):

REQUIRED PROPERTIES OF TOPSOIL	
Deleterious Materials (rock, gravel, slag, cinder, roots, sod) in the Total Sample	7 % maximum by weight {mass}
Organic Material in Portion of Sample Passing the No. 10 {2 mm} Sieve	2 % to 20 % by weight {mass}
Sand Content in Portion of Sample Passing the No. 10 {2 mm} Sieve	10 % to 90 % by weight {mass}
Silt and Clay Content in Portion of	10 % to 90 % by

Sample Passing the No. 10 {2 mm} Sieve	weight {mass}
pH	5 to 7

Topsoil will be sampled at the source and tested prior to application by the Engineer in accordance with ASTM D 5268 for compliance with these requirements.

B. Sources of Topsoil

1. Topsoil Furnished by Contractor. Import topsoil if onsite material is insufficient in quantity.

2.2 LIME

A. Composition: Ground limestone with not less than 85 percent total carbonates, ASTM C602.

B. Gradation:

1. Minimum 50 percent passing No. 100 sieve.
2. Minimum 90 percent passing No. 20 sieve.
3. Coarser material acceptable provided rates of application are increased proportionately on basis of quantities passing No. 100 sieve.

2.3 SOURCE QUALITY CONTROL

A. Topsoil Analysis/Testing: Performed by county or state soil testing service or approved certified independent testing laboratory.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Preparation for topsoil placement.

1. Apply lime at the rate of 50 pounds per 1,000 square feet to subgrade before tilling.
2. Scarify subgrade to minimum depth of 6 inches where topsoil is to be placed.
3. Remove stones over 2-1/2 inches in any dimension, sticks, roots, rubbish, and other extraneous material.
4. Limit preparation to areas which will receive topsoil within 2 days after preparation.

B. Application of topsoil.

Topsoil shall be applied to the depth shown on the plans. Applied topsoil shall be compacted by tracking. Tracking shall be accomplished by the operation of a tracked vehicle leaving ridges perpendicular to the direction flow of water down the slope. The topsoil shall then be prepared in accordance with the requirements given in section 32 91 13. Ground preparation and vegetation establishment operations shall commence as soon as possible after the application of topsoil to reduce the potential for the erosion of the topsoil.

C. Portions of Stockpiles that remain after removal of topsoil.

Portions of stockpiles that remain after the removal of topsoil shall be reshaped as directed by the Engineer. Any additional temporary or permanent seeding, mulching and other erosion control measures that are required will be paid for under the appropriate items of work.

PART 4 - COMPENSATION

4.1 MEASUREMENT

A. Imported Topsoil shall be measured as follows: Bid Item No. 1028 “Imported Topsoil material placement with fine grading, complete in place (4” Depth)” measured in square yards (SY). The calculated total area of disturbance is used to calculate the maximum area of topsoil placement which is conservative in that the contractor may elect to leave interior existing topsoil areas in place or alternatively stockpile onsite topsoil for reuse.

4.2 PAYMENT

A. Topsoil Payment shall be paid at Lump Sum Total price of Bid Item No. 1028, Permanent Seeding which shall be full payment for furnishing the topsoil, ground preparation handling, hauling, spreading, shaping, harrowing, disking, compaction, disposal of unacceptable material, and for furnishing all equipment, tools, labor and incidentals necessary to complete the work.

END OF SECTION

SECTION 31 00 00

EARTHWORK

PART 1 – GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing of all material and equipment and the performing of all labor to complete the earthwork as shown on the Contract Drawings and as herein specified or directed by the Engineer.

B. This work shall include, but is not limited to:
   1. Excavating onsite stockpile material and perform the following:
      a. Onsite use (placement as fill material where suitable)
      b. Grading to proposed pavement subgrade elevations using onsite surcharge materials.
   2. Clearing and grubbing the area to receive the stockpile material.
   3. Excavating, down to necessary depths, foundations of all structures to be demolished.
   4. Dewatering

1.2 RELATED SECTIONS

A.	Section 01 33 00	Submittals
B.	Section 02 22 40	Fill and Backfill
C.	Section 02 41 00	Demolition

1.3 REFERENCES

A. The ALDOT Standard Specifications, effective January 2018, as incorporated and amended herein.

B. American Association of State and Highway Transportation Officials (AASHTO)

AASHTO M80	(2017) Standard Specification for Coarse Aggregate for Hydraulic Cement Concrete

C. ASTM International (ASTM)

ASTM D 1556	(2015e1) Standard Test Method for Density and Unit Weight of Soil in Place by Sand-Cone Method
ASTM D 1557	(2012e1) Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft lbf/ft3 (2,700 kN m/m3))
ASTM D 4318	(2017e1) Standard Test Methods of Liquid Limit, Plastic Limit, and Plasticity Index of Soils
ASTM D 6938	(2017) Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

ASTM E 329	(2014a) Standard Specification for Agencies Engaged in Construction Testing, or Special Inspection
ASTM E 699	(2016) Standard Specification for Agencies Involved in Testing, Quality Assurance, and Evaluating of Manufactured Building Components

1.4 SYSTEM DESCRIPTION

A. Excavation work under this Contract is unclassified, and includes (without limitation) excavation and removal of all soil, groundwater, paving materials, shale, rock, boulders, existing foundations, fill and every kind of subsurface condition encountered in the contract area, whether manmade or naturally occurring.

B. Maintain carefully all benchmarks, monuments and other reference points and, if disturbed or destroyed, replace as directed by the Engineer.

C. All work specified herein shall be done in a safe, approved manner and in accordance with all governing codes, ordinances, and regulations.

1.5 SUBMITTALS

A. General: Submit the following in accordance with the 01 33 00, “Submittals” of these Specifications. Note that approval of submittals by the Engineer shall not be construed as relieving the Contractor from responsibility for compliance with the Specifications nor from responsibility of errors of any sort in the submittals.

B. Fill Placement Plan
   1. Prior to any work associated with imported fill placement, the Contractor shall submit a fill placement plan to the Engineer for approval. The plan shall include the following:
      a. Method and equipment for placing the fill.
      c. Sequencing of fill placement detailing: lift thickness, progression of fill, compaction equipment, etc.

C. Quality Control Plan: Procedures to be implemented to assure that soils to be placed as fill comply with requirement specified herein. The Contractor shall sample the fill material every 5,000 cubic yards for compliance with the gradation requirements established in this Section. Non-conforming test results shall be reported immediately to the Engineer.

D. Testing Agency Qualifications: The Contractor shall retain an independent testing agency qualified according to ASTM E 329 and ASTM E 699 to conduct soils testing.

E. Fill certification: The Contractor shall certify that all fill material is free of all hazardous substances listed, as well the specified classification and gradation properties.

1.6 QUALITY ASSURANCE

A. Inspection Agency: An independent third party, for inspection of soil compaction shall be provided by the Contractor. Agency shall employ National Institute for Certification in Engineering Technologies (NICET) Level II technicians certified in geotechnical engineering

technology/construction or construction materials testing/soils to perform testing specified herein.

B. The Agency's responsibilities shall include:
   1. Having an Inspector present on-site during all earthwork and trenching operations.
   2. Approving all backfilling procedures and mechanical compaction equipment.
   3. Verifying compaction by in-place density tests. Tests shall be submitted to the Engineer for review. A minimum of one density test per lift shall be performed for each 2,500 square feet of lift area or pavement area and every 50 linear feet of utility trench, but not less than one test minimum per trench, or more often if directed by the Engineer.
   4. It shall be the responsibility of the Contractor to notify the Inspection Agency three days prior to the beginning of work so that the Inspection Agency can have a soils engineer and/or soils technician on the site during the work. All costs of this Inspection Agency incurred due to lack of coordination by the Contractor of the earthwork, causing unnecessary visits by the Inspection Agency, shall be paid for by the Contractor.

C. Fill material in paved areas, which settles in excess of one tenth (0.17) foot, shall be removed and replaced with suitable material at no extra cost to the Owner. Structures, paving, landscaping, and other site improvements damaged by settlement, shall be removed and replaced at no extra cost to the Owner.

1.7 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the Owner or others except when permitted in writing by the Owner and then only after acceptable temporary utility services have been provided.
   1. Provide a minimum 48-hour notice to the Owner and receive written notice to proceed before interrupting any utility.
   2. The Contractor is responsible for verifying the location of underground utilities.

B. Demolish and completely remove from site existing underground utilities indicated on drawings. Coordinate with utility companies to shutoff services if lines are active.

PART 2 – PRODUCTS

2.1 SOIL MATERIALS

A. Suitable onsite material shall be used for filling and for backfilling excavations.

B. Classification of excavated material as to suitability or unsuitability shall be determined solely by the Engineer after review of test results, using the following guidelines:
   1. The material shall not contain wood, organics or debris
   2. Maximum particle size less than 4 inches
   3. Moisture content less than 30%
   4. Liquid Limits less than 40% (ASTM D 4318)
   5. Plastic Index less than 15% (ASTM D 4318)

2.2 AGGREGATE FILL

A. (deleted)

2.3 UNDERCUT BACKFILL

A. (deleted)

PART 3 – EXECUTION

3.1 GENERAL

A. Damage Protection: Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earthwork operations.

B. Erosion Control: Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and residential buildings and streets.

C. Excavation

1. Excavation related to site grading is unclassified and includes excavation to required building demolition and utility demolition depths regardless of the character of materials and obstructions encountered.
2. Ground surfaces after completion of excavation shall conform to the lines and grades shown on the Contract Drawing to within 2 inches.
3. Excavation of unsuitable material below specified elevations shall only be performed as directed by the Engineer.

3.2 CLEARING AND GRUBBING

A. The site shall be cleared of all vegetation and debris prior to placement of onsite fill material in accordance ALDOT Specifications.
B. Vegetation and debris resulting from clearing and grubbing shall be disposed of offsite.

3.3 DEWATERING

A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area. The Contractor shall anticipate encountering ground water during construction that will necessitate dewatering.
B. Protect stockpiled soils from softening and damage by rain or water accumulation.
C. The Contractor shall remove, from the start of excavation until completion of backfilling, all water from excavations. All ground water, including water from such sources as springs, seepage, leakage, perched water, and all surface water from such sources as rain, runoff, streets, gutters, hydrants, accidental spillage, and all liquid mud, from whatever source shall be removed. Water and its removal shall be considered the responsibility of the Contractor, without cost or compensation to the City or Engineer.

D. The responsibility for the performance of dewatering methods and devices shall lie entirely with the Contractor. The correction of settlement and damage to persons and property due to settlement shall be the responsibility of the Contractor.

E. All water, mud, etc., removed from excavations shall be directed to an approved sediment control device. No direct pumping of water to inlets will be permitted.

3.4 FILL PLACEMENT

A. Suitable onsite material shall be used for backfill. The contractor shall estimate the required volume of suitable offsite material to be imported and placed on the site to achieve the desired elevation grades shown on contract plans.

B. The fill shall be placed in 8 inch maximum lifts. Fill placed to reach pavement subgrade elevations shall be compacted to not less than 92% of the maximum dry density. In-place density shall be measured in accordance with ASTM D 1556 or ASTM D 6938.

C. Coordinate backfilling compaction tests with soil testing company.

3.5 PAVEMENT SUBGRADE UNDERCUT

A. (deleted)

3.6 STRUCTURE FOUNDATIONS

A. Excavate structure foundations to demolition elevations indicated on the respective details in the Contract Drawings.

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Earthwork will not be measured but shall be included within the Lump Sum Price of Bid Items No. 1005, 1006, 1007, 1008, 1009, and 1010 inclusive of complete demolition and/or partial demolition and removal of above and below ground structures and tanks to be demolished or abandoned in place.

B. Dewatering shall not be measured or compensated for on the project.

4.2 PAYMENT

A. Payment for Earthwork shall be included within the stipulated Lump Sum Price for Bid Items No. 1005, 1006, 1007, 1008, 1009, and 1010 inclusive of complete demolition and/or partial demolition and removal of above and below ground structures and tanks to be demolished or abandoned in place

D. The above prices shall include all the work described in this Section and shown on the Contract Drawings including all labor, materials, services, and equipment necessary to complete the work in every respect to the satisfaction of the Engineer.

END OF SECTION

SECTION 31 23 23

FLOWABLE FILL

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. This item will govern the grouting of existing concrete or ductile iron drain pipes in addition to manholes and junction boxes for the purposes of abandonment in place. The location of this work is as shown on the Contract Document Plans (Drawings) and/or as encountered in the field during construction. The CONTRACTOR shall, unless otherwise specified, furnish all labor, materials, equipment, tools and other appurtenances necessary to abandon piping, drains and structures in place by filling them with flowable cementitious low strength grout including plugs, bulkheads, manhole and junction structure bases inclusive of excavation and backfill at locations as required to completely plug the line or structure a the desired location abandonment in place.

1.02 RELATED SECTIONS

A. The following is a list of SPECIFICATIONS which may be related to this section:

1. Section 01 33 00 Submittals
2. Section 02 41 00 Demolition
3. Section 31 00 00 Earthwork

1.03 REFERENCES

A. The following is a list of standards which may be referenced in this section:

1. ASTM International (ASTM):
   a. C33, Standard Specification for Concrete Aggregates.
   b. C94, Standard Specification for Ready-Mixed Concrete.
   c. C143/C143M, Standard Test Method for Slump of Hydraulic-Cement Concrete.
   d. C150, Standard Specification for Portland Cement.
   e. C494/C494M Rev A, Standard Specification for Chemical Admixtures for Concrete.
   f. C618, Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete.
   g. D4832, Standard Test Method for Preparation and Testing of Controlled Low Strength (CLSM) Test Cylinders.
   h. D5971, Standard Practice for Sampling Freshly Mixed Controlled Low- Strength Material.
   i. D6023, Standard Test Method for Density (Unit Weight), Yield, Cement Content, and Air Content (Gravimetric) of Controlled Low-Strength Material (CLSM).
   j. D6024, Standard Test Method for Ball Drop on Controlled Low-Strength Material (CLSM) to Determine Suitability for Load Application.

k. D6103, Standard Test Method for Flow Consistency of Controlled Low- Strength Material (CLSM).

1.04 SUBMITTALS

A. A minimum of five (5) days prior to starting Flowable Fill "CLSM" WORK. Provide product data on the following:

1. CLSM mix design report, self-leveling and non-shrink characteristics
2. Unconfined compressive strength: Minimum 100 psi at 56 days as determined based on average of three tests for same placement. Present at least three acceptable strength tests for proposed mix design in mix design report.

PART 2 PRODUCTS

2.01 MATERIALS

A. General:

1. The CLSM shall be cement-based grout / flowable fill with self-leveling and non-shrink characteristics.
2. Fly ash and approved admixtures may be used to obtain the required properties of the mix.
3. The mix shall have good workability and flowability with self-compacting and self-leveling characteristics.
4. No changes shall be made in the amounts or sources of the approved mix ingredients without the approval of ENGINEER.
5. Product inspection and field-testing of the approved mix may be made by, or on behalf of, OWNER.

B. Cement: All cement used shall be Type II Portland cement which shall conform to the requirements of ASTM C150.

C. Fly Ash: Fly ash may be either Class C or Class F. The fly ash shall conform to ASTM C618

D. Aggregates:

1. Fine Aggregate: All fine aggregate shall conform to the grading and quality requirements of ASTM C33.
2. Coarse Aggregate: Coarse aggregate shall conform to the grading and quality requirements of ASTM C33 for size No. 476, No. 57, or No. 67.

E. Water: The batch mixing water and mixer washout water shall conform to the requirements of ASTM C94.

F. Admixtures:

1. Chemical admixtures that do not contain calcium chloride and conform to ASTM C494/C494M for concrete may be used in the CLSM mix.

2. All chemical admixtures shall be compatible with the cement and all other admixtures in the batch

G. CLSM Proportions:

1. Strength: CLSM shall have a minimum fifty-six (56) day compressive strength of one hundred (100) psi when molded and cured as in conformance with ASTM D4832.
2. The CLSM shall have a minimum cement content of ninety (90) pounds per cubic yard. The water-cementitious materials ratio of the mix shall not exceed three and one-half to one (4:1).
3. Air-Entrainment: All CLSM shall be air entrained to a total air content of approximately eight percent (8%) to twelve percent (12%).
4. Consistency:
   a. The consistency of the CLSM slurry shall be such that the material flows easily into all openings between the pipe and the lower portion of the trench.
   b. A stiffer mix of slurry may be required if CSLM is to be pumped.
   c. When a stiffer mix is used, vibration shall be performed to ensure that the CLSM slurry completely fills all spaces between the pipe and the lower portion of the trench.

PART 3 EXECUTION

3.01 GENERAL

A. CLSM shall not be placed, if, in the judgment of ENGINEER, weather conditions are unsuitable.

B. CLSM shall not be placed when the trench bottom or walls are frozen or contain frozen materials.

C. CLSM shall not be placed when the air temperature is below forty degrees Fahrenheit (40°F) unless the air temperature is thirty-five degrees Fahrenheit (35°F) or more and the temperature is rising.

D. The Contractor will be responsible for the satisfactory coordination of the pipe abandonments with other construction and activities in the area. Delays in work resulting from lack of coordination, additional excavation for pipe plugging, additional flowable fill required based upon means and methods, etc.. will not be cause for additional compensation.

E. Backfill to grade above pipe left in place. Place and compact backfill in compliance with project specifications.

F. Remove, transport and dispose of spoils including removed piping, manhole / junction structure pieces to acceptable facility.

3.02 PLACEMENT

A. Ensure that concrete is around plug/bulkhead and around pipe including bedding area such that it is not penetrable by groundwater and that bedding at this location is not a conduit for groundwater.

B. CLSM shall be placed under the pipe from one side so that it flows under the pipe until it appears on the other side.

1. CLSM shall be added to both sides of the pipe until it completely fills the space between the pipe and the sides of the trench, to the dimensions shown in plugging details shown in the DRAWINGS.

2. Rodding, mechanical vibration and compaction of CLSM shall be performed to assist in consolidating the CLSM.

C. When required to prevent uplift, the CLSM shall be placed in two (2) stages as required, allowing sufficient time for the initial set of the first stage before the remainder is placed.

D. CLSM shall be deposited as nearly as practical in its final position and in no way disturb the pipe trench or cause foreign material to become mixed with the CLSM.

E. Soil backfill shall not be placed until the CLSM has reached the initial set.

1. If backfill is not to be placed over the CLSM within eight (8) hours, a six-inch (6") cover of moist earth shall be placed over the CLSM surface

PART 4 COMPENSATION

4.01 MEASUREMENT

A. This item will be measured based upon Each (EA) for manhole / drainage structure abandonment and pipe plugging for abandonment in place regardless of depth.

B. Refer to Section 01 21 00 Allowance for alternate measurement of Flowable Fill in Cubic Yard (CY).

4.02 PAYMENT

C. The work performed and materials furnished in accordance with this Item and measured as provided under “Measurement” will be paid for at the unit price bid for Bid Items 1020 through 1023 for “Pipe Plug” corresponding to the diameter (size) of pipe, drain or line specified. This price will be full compensation for the removing of the content within the pipe, cleaning, grouting, plugging, capping and abandoning all pipe, pipe bend section and all other appurtenance, and of dewatering, trenching, excavation and backfill, removal, transportation and disposal and all material or work necessary to properly abandon the pipe and must include all materials, labor, equipment, tools and incidentals necessary to complete the work.

END OF SECTION

SECTION 31 25 00

SOIL EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

1.1 SCOPE

A. This Section shall cover, but not limit, those items of temporary soil erosion and sediment control necessary for the management of construction stormwater discharge quality. The Contractor shall provide and maintain temporary soil erosion and sediment controls designed to protect the project site from soil erosion and adjacent property and waters from damage by sediment transport and deposition during construction. These temporary soil erosion and sediment controls shall be referred to as "Best Management Practices" (BMPs). A BMP is any procedure, process, technique, plan or device that can be utilized to enhance the control of soil erosion and sediment transport.

B. Contractor shall adhere at all times to the project's Construction Best Management Practices Plan (CBMPP), sign posting requirements and ADEM NPDES General permit regulations.

1.2 RELATED SECTIONS

1. Section 02 41 00 Demolition
2. Section 02 53 00 Topsoil
3. Section 31 00 00 Earthwork
4. Section 32 91 13 Ground Preparation and Vegetative Establishment

1.3 RELATED DOCUMENTS

A. Section 665 of the ALDOT Standard Specifications, effective January 2018, as incorporated and amended herein.

B. The Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas (Handbook).

C. The Contractor shall respect the local requirements regarding sedimentation and erosion control plans during construction.

1.4 REGULATORY REQUIREMENTS

A. Refer to project's Construction Best Management Practices Plan (CBMPP) document.

B. Unless otherwise specified within plans, permits, notes and details, all work shall comply with the requirements of Alabama Department of Transportation (ALDOT), Section 665 of the Standard Specifications and the ALDOT 2018 Standard and special drawings, effective January 2018 incorporated herein and provided within the project's construction plans.

1.5 SUBMITTALS

A. Submit to the Engineer, material specifications, and shop drawings for all materials and equipment furnished under this Section.

B. Provide Engineer with three (3) copies of all product data, including maintenance instructions, if applicable. Obtain receipt.

C. The Construction Manager shall adhere to all requirements listed within the CBMPP permit document. This includes all aspects of the following:
   1. Implementation of Initial and Final Soil Erosion and Sedimentation Control Plan.
   2. Current records and completed forms of any modifications to sizes, quantities or other characteristics of the control measures established in CBMPP document and drawings.
   3. Inspection Logs and Rainfall logs documenting precipitation events greater than 0.75" throughout the duration of construction.
   4. Photographs of implemented control measures taken at regular intervals throughout the demolition and construction process.
   5. Log of ongoing maintenance activities.
   6. Copies of Meeting Minutes documenting implementation of CBMPP requirements.

1.6 SOIL EROSION AND SEDIMENTATION CONTROL OBJECTIVES

A. The Owner has established that this Project shall minimize soil erosion, sedimentation of surrounding storm drains, pollution of stormwater runoff leaving the site, and the migration of dust and dirt from the site to surrounding streets and buildings. To achieve this requirement, Contractor shall employ measures to satisfy the following objectives:
   1. Minimize unnecessary soil disturbance and dust generation on site.
   2. Prevent sediment laden stormwater runoff from entering adjacent Mobile Bay.
   3. Inhibit or slow the flow of runoff across and from the site.
   4. Remove sediment from onsite runoff before it leaves the site.
   5. Remove dirt from vehicles leaving the site.
   6. Inhibit dust migration from the construction site to surrounding streets and buildings without excessive use of water.
   7. Prevent concrete washout from contacting soil or adjacent waterways.
   8. Minimize on-site pollution due to construction activity.
   9. Maintain Erosion and Sedimentation measures throughout construction process.

1.7 QUALITY ASSURANCE

A. Contractor shall be responsible for the timely installation and/or maintenance of all sedimentation control devices throughout the life of the contract necessary to prevent the erosion of soil or movement of sediment from construction activities to sensitive on-site areas, or any off site areas. Measures in addition to those shown on the drawings necessary to prevent the movement of sediment of site shall be installed, maintained, removed, and cleaned up at the expense of Contractor. Contractor shall immediately abate any siltation, sedimentation, erosion or pollution of all waters and underground water systems.

1.8 PRODUCT HANDLING

A. Protection
   1. Use all means necessary to protect the materials of this Section before, during and after installation and to protect the installed work of others.

B. Replacements
   1. In the event of damage, immediately make all repairs and replacements necessary to the approval of the Engineer and at no additional cost.

PART 2 – PRODUCTS

2.1 MATERIALS

A. Seed: Refer to Seeding schedules contained within CBMPP document.

B. As an alternative, Temporary seed may be furnished in accordance with the following seed schedule provided within the ALDOT standards:

TEMPORARY SEEDING	
September through December	
Annual Ryegrass	25 pounds per acre {28 kg per hectare}
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Reseeding Crimson Clover	10 pounds per acre {11 kg per hectare}
January through April 15	
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Reseeding Crimson Clover	30 pounds per acre {34 kg per hectare}
Annual Ryegrass	15 pounds per acre {18 kg per hectare}
April 16 through August	
Brown Top Millet	30 pounds per acre {34 kg per hectare}
Kentucky 31 Fescue	30 pounds per acre {34 kg per hectare}
Hulled Bermuda Grass	10 pounds per acre {11 kg per hectare}

C. Mulch: Mulch shall be salt hay or small grain straw.

D. Mulch Binder: Shall be emulsified asphalt or cutback asphalt.

E. Tracking Pad: Refer to Detail provided in drawings. As an alternative, refer to ALDOT Stabilized Construction Entrance Detail, ESC-502, Reference 665.02, 801, Specification Section 665.03, 665.01, 665.05. Stabilized construction entrances are installed at points of vehicular ingress and egress. The stabilized construction entrances reduce the amount of sediment transported onto paved public travel ways by construction equipment and other motor vehicles.

F. Silt Barrier Fence: Refer to Detailed provided in drawings. As an alternative, refer to ALDOT Silt Fence Sediment Barrier Standard Detail ESC-200-3 and ESC-200-4, Reference 665.02, AASHTO M288, ALDOT List II-3, Specification Section 665.03, 665.04, 665.05, A silt fence sediment barrier consisting of an entrenched filter fabric stretched across a wire backing that is supported by posts. The purpose of silt fence sediment barriers is to intercept and trap sediment as well as decrease runoff velocities of sheet flow and moderate channel flows.

G. Hay Bale Ditch Check: Refer to Detailed provided in drawings. As an alternative, refer to ALDOT Standard Detail ESC-300-2, Reference 665.02, Specification 665.03, 665.04, 665.05, Hay Bales are sued to intercept low volume flows in lot to moderate gradient ditches. Bales may be either hay or straw containing 5 cubic feet {0.14 m^3} of material and having a weight {mass} of not less than 35 pounds {16 kg} with a minimum length of 3 feet {0.9 m}.

H. Silt Fence Ditch Check: Refer to Detailed provided in drawings. As an alternative, refer to ALDOT Standard Details, ESC-300-8, Reference 665.02, AASHTO M288, ALDOT List II-3, Specification Section 665.03, 665.04, 665.05. Silt fence Ditch Checks are used to intercept low volume flows in low to moderate gradient ditches.

I. Water for dust control shall be water with mineral content not exceeding potable water standards.

J. Silt fence may be commercially available silt fence systems, consisting of synthetic geotextile fabrics and hardwood stakes. The height of the fence shall be a minimum of three feet and the fabric shall be wide enough to allow for a minimum embedment in the ground of one foot of fabric. Sections shall be joined in such a manner that the fence shall function as a continuous unit.

K. Other Stabilization Erosion Control Products: Refer to Detailed provided in drawings. As an alternative, refer to ALDOT Standard Details ESC-509, 659.02, 860.11, ALDOT List II-II, Specification Section 659.03, 659.04, 659.05. Erosion control products are used to protect slopes and channels. Erosion control products are used to create conditions that assist the establishment of vegetation. Locations shown on plans should be based on gradient, soil, longevity and hydrology. Erosion control products will generally be required on 2:1 (H:V) or steeper slope lengths smore than 15 feet.

PART 3 – EXECUTION

3.1 GENERAL

A. The Engineer shall have the authority to limit the surface area of erodible earth material exposed and to direct the Contractor to provide immediate permanent or temporary soil erosion or sediment control measures to prevent contamination of adjacent watercourses and wetlands. Such work may involve the construction of temporary berms, dikes, dame, sediment basins, pipes, slope drains and use of temporary mulches, mats, seeding or other control devices or methods as necessary to control erosion.

3.2 INSTALLATION

A. All sediment and erosion control practices shall be installed prior to any soil disturbance in their proper sequence and maintained until permanent protection is established.

B. Any disturbed areas that will be left exposed more than thirty days and not subject to construction traffic shall immediately receive a temporary seeding.

C. Permanent vegetation to be seeded on all exposed areas within thirteen days after final grading and topsoiling. Mulch to be used as necessary for protection until seeding is established.

D. Immediately following initial disturbance or rough grading, all critical areas subject to erosion (i.e. steep slopes) shall receive a temporary seeding in combination with straw mulch or a suitable equivalent at a rate specified within the CBMPP manual.

E. All silt fences and construction barrier fencing shall be in place prior to demolition, excavation or land disturbing activities.

F. All silt fences shall be left in place until all areas are stabilized pursuant to CBMPP requirements.

G. All disturbed areas shall receive a 4" depth of onsite and/or contractor supplied and placed topsoil. Topsoil will be not be paid separately but included within the lump sum price of Bid Item No. 1026, Permanent Seeding.

H. Disturbed areas shall be maintained in a rough graded condition and temporarily seeded and/or mulched until proper weather conditions exist for establishment or permanent vegetative cover.

I. All soil to be stockpiled for a period of greater than 13 days shall be temporarily seeded and protected by a berm at the base of the pile or acceptable perimeter silt fence barrier.

J. Temporary and Permanent Seeding schedules are provided within the project's Construction Best Management Practices Plan (CBMPP) document.

K. See CBMPP document for maintenance and inspection requirements of specified soil erosion control measures.

L. To prevent blowing and movement of dust from exposed dry soil surfaces, when ordered by the Engineer, the Contractor shall spray water on the exposed areas in quantity as required.

M. Refer to Section 32 91 13 Ground Prep and Vegetation Establishment for Permanent Seeding requirements.

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Erosion and Sediment Control shall not be measured but paid for as the Lump Sum Price of following items: Item No. 1024 "Silt Fence" and Item No. 1027, "Erosion and Sediment Control Measures" inclusive of installing all perimeter and slope erosion and sediment control measures including but not limited to, Stabilized Construction Entrance, Temporary Mulching, Dust Control, and other Sediment Control measures including Hay Bales, Ditch Checks, temporary Sediment Traps and Diversion Swales (if required) to control erosion and sediment from leaving the project site. Bid Item No. 1027 is inclusive of work items necessary to install,

maintain, inspect and repair as required for all Erosion Control Measures shown on the Contract Drawings or as directed by the Engineer.

4.2 PAYMENT

A. Payment for "Silt Fence and Erosion and Sediment Control Measures" complete, shall be taken to be included in and covered by the Lump Sum Prices under Bid Items No. 1024 and No. 1027 on the Bid Price Form.

B. The above prices shall include all the work described in this Section and shown on the Contract Drawings including all labor, materials, services, and equipment necessary to complete the work in every respect to the satisfaction of the Engineer.

END OF SECTION

SECTION 32 31 13

CHAIN LINK FENCING

PART 1 – GENERAL

1.1 SCOPE

A. The work covered by this Section includes the furnishing and installing, complete in place, commercial chain-link fence on posts and frames with either standard ground mounting in all locations needed to secure the final site all in accordance with the details shown on the plans and these specifications.

B. This work shall include, but is not limited to:
   1. Repairing and replacing all chainlink fence necessary to secure the final site.

1.2 RELATED SECTIONS

A. Section 01 33 00 Submittals
B. Section 01 41 10 Testing Laboratory Services
C. Section 02 41 00 Demolition
D. Section 03 10 00 Earthwork

1.3 REFERENCES

A. The ALDOT Standard Specifications, effective January 2022, as incorporated and amended herein.

B. ASTM International (ASTM)
   ASTM A121 Specification for Metallic-Coated Carbon Steel Barbed Wire
   ASTM A392 Specification for Zinc-Coated Steel Chain-Link Fence Fabric
   ASTM A780 Standard Practice for Repair of Damaged and Uncoated Areas of Hot-Dip Galvanized Coatings
   ASTM F552 Standard Terminology Relating to Chain Link Fencing
   ASTM F567 Standard Practice for Installation of Chain Link Fence
   ASTM F626 Specification for Fence Fittings
   ASTM F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

1.4 SUBMITTALS

A. Shop drawings: Site plan showing layout of fence location with dimensions, cleared area, elevation of fence, footings and details of attachments. Comply with the provisions of Section 01 33 00.

PART 2 PRODUCTS

2.1 MATERIALS

A. All materials shall conform to the requirements of ALDOT Division 800, Materials, and shall be in accordance with details shown on the plans. Special attention is directed to ALDOT Section 871.

B. Concrete for post footings shall have a 28-day compressive strength of 2,500 psi. All testing shall be the responsibility of the contractor using an approved testing laboratory service.

PART 3 – EXECUTION

3.1 General

A. All construction methods and equipment employed in the setting of fence shall be in accordance with requirements of the specifications of the manufacture of the fence materials being used and such that the resulting structure will provide the expected service and be durable and complete in every detail.

B. Clearing Fence Line.

All brush, stumps, logs, large roots, humps of earth, boulders or debris which would interfere with proper construction of the fence in the required location and present a pleasing and acceptable profile along the tops of posts shall be removed before starting fencing operations. Sound standing trees in the fence line shall be removed or trimmed as directed to provide adequate working room. The clearing and/or grading of the fence line and the disposal of material removed shall be accomplished in such a way that trees and shrubs on the remainder of the right of way will not be damaged.

Breaks in profile of the fence shall be spread over vertical curves of sufficient length to insure a pleasing appearance.

C. Setting Posts.

Posts and anchorages shall be set at intervals shown on the plans or directed. The posts shall be set plumb and true in alignment on the side which the fabric is to be attached. All end and corner posts, brace posts, pull posts and gate posts shall be set in concrete in accordance with plan details. Line posts may be set in place by one of the following methods: (1) set in concrete in the same manner detailed in the plans for brace posts, (2) driven, provided soil conditions are suitable and full embedment depth is obtained. When posts are driven, methods shall be used to protect the posts from damage due to driving operations. Damaged posts shall be repaired as directed or removed and replaced without additional cost to the State, Regardless of the installation method used, a stable fence frame shall be obtained. Where unstable soil is encountered, the use of longer posts, concrete anchorage or other approved post stabilization methods shall be required. Where fence is over solid rock or other hard unyielding material is encountered, special treatment may be authorized.

When installing fence through areas where other than ground installations are required, special attention shall be given to the attachment of the mounting assemblies to the structure. Anchor bolts, etc. shall be cast into structures wherever possible. Other types of attachments, if permitted

by the plans, must be approved by the Engineer before use. In any event, anchorage must be so installed as to present a neat workmanlike appearance.

D. Constructing Fence.

Chain link fence shall be stretched taut and securely fastened to each post by means of approved metal bands or No. 9 gage {3.75 mm} wire spaced not more than 12 inches {300 mm} apart on posts and not more than 15 inches {375 mm} apart on the rail. The method of attaching at end posts, gates, and corner posts shall be as shown on the plans.

PART 4 – COMPENSATION

4.1 MEASUREMENT

A. Chain Link Fencing will not be measured but shall be included within the Lump Sum Price of Bid Item No. 1035 inclusive of complete installation of all sections of downed fence

4.2 PAYMENT

A. Payment for Chain Link Fencing shall be included within the stipulated Lump Sum Price for Bid Item No. 1035 inclusive of complete installation of all sections of downed fence

D. The above prices shall include all the work described in this Section and shown on the Contract Drawings including all labor, materials, services, and equipment necessary to complete the work in every respect to the satisfaction of the Engineer.

END OF SECTION

SECTION 32 91 13

GROUND PREPARATION, VEGETATION ESTABLISHMENT

PART 1 - GENERAL

1.1 SCOPE

A. This Section shall cover ground preparation work and the work of establishing an acceptable permanent stand of vegetation of the species designated for establishment. Contractor shall note this work is inclusive to supplying Topsoil to a depth of 4" across all disturbed areas of the site as part of preparing the ground for permanent seeding application.

1.2 RELATED SECTIONS

A. Section 01 33 00 Submittals
B. Section 31 00 00 Earthwork
C. Section 31 25 00 Soil Erosion and Sediment Control
D. Section 02 53 00 Topsoil

1.3 STANDARDS AND REFERENCES

A. In general, Contractor shall follow Construction Best Management Practices Plan (CBMPP) document prepared for project inclusive of temporary and permanent seeding schedules. As an alternate, the ALDOT permanent seeding specifications are referenced as a minimum to be used for the project.
B. The Alabama Handbook for Erosion Control, Sediment Control and Stormwater Management on Construction Sites and Urban Areas (Handbook).
C. Section 860 of the ALDOT Standard Specifications, effective January 2018, as incorporated and amended herein.

1.4 SUBMITTALS

A. Pure Seeds General:
   1. Testing and Certification.

      Seeds shall be certified by an Official Seed Certifying Agency. Seeds shall have been tested within nine months prior to use. Each kind of seed shall be separately packed and delivered to the project in a seed-tight bag. Each bag shall bear a tag or label bearing the seal of the Official Seed Certifying Agency.

      The analysis of the seed (% pure seed, % germination, date tested, etc.) shall be attached to each bag. Seed shall be at least 95 % pure seed of the required type. Seed for lespedezas shall have a minimum germination rate of 80 %. Seed for all other species shall have a minimum germination rate of 85 %.
   2. Sampling and Verification Testing.

Samples of seeds may be taken at any time by the Engineer. Tags or labels that have the analysis of the seeds will be placed with the samples taken by the Engineer. The samples will be stored by the Engineer until a satisfactory stand of grass is obtained. If it is apparent that germination or other problems exist in the establishment of the ground cover, the samples will be submitted to the Alabama Department of Agriculture for testing.

3. Hulled and Scarified Seeds.

Bermudagrass may be either hulled or unhulled as shown in the table of seed mixes. Sericea Lespedeza shall be hulled and scarified. Annual Lespedeza (Kobe), White Dutch Clover, and Reseeding Crimson Clover shall be hulled.

B. Seed Mix (Zone 3).

The contractor may elect to use the following ALDOT South Zone 3 seed mix shown in the following table. The required weight shown in the chart is the actual seed weight as delivered and takes into account the minimum required percentage of pure seeds and minimum required germination rates.

ZONE 3 - AREAS SUBJECT TO FREQUENT MOWING REQUIRED POUNDS PER ACRE {KILOGRAMS PER HECTARE} OF PURE LIVE SEED				
Date of Planting	Sept. 1 to Feb. 29		Mar. 1 to Aug. 31	Mar 1. to Aug. 31
Annual Ryegrass	10 {11}	25 {28}		
Hulled Bermudagrass		*	18 {20}	
Unhulled Bermudagrass	30 {34}		12 {13}	12 {13}
Annual Lespedeza (Kobe)			38 {43}	24 {27}
Pensacola Bahia Grass				47 {53}
Reseeding Crimson Clover	5 {6}			
Notes	1	2	3	3
Required Permanent Plant	Bermudagrass			Pensacola Bahia Grass

1. During this season Ryegrass, Bermudagrass and Clover are required where vegetation must be established within an area no further than 15 feet {3 m} from the edge of mainline pavement. (This is usually required for short duration work that is doneon pavement resurfacing projects.)
2. Annual Ryegrass is required where vegetation must be established within an area that extends further than 15 feet {3 m} from the edge of mainline pavement. Seeding in stubble for the establishment of permanent vegetation is required during the following month of March.
3. Bermudagrass will be required as the permanent plant if it is not shown on the plans that Pensacola Bahia Grass will be required as the permanent plant.

C. Inoculating materials as required for coating certain legume seed immediately before sowing shall be an approved commercial culture manufactured by a reputable concern and of the culture group appropriate for the kind of seed to be treated. The material as received on the work shall be fresh stock designated for the current season, packaged and sealed to protect bacteria and insure against moisture loss.

PART 2 – PRODUCTS

A. Fertilizer.

1. General

The fertilizer or fertilizers used shall be of the type and grade provided herein, on the plans and/or the proposal form and when tested by current methods adopted by the Association of Official Agricultural Chemists, shall comply with Alabama Fertilizer Laws, Title 2, Sections 282-300, Alabama Code of 1940, as amended.

2. Manufactured Fertilizers.

A. Manufactured fertilizer shall be standard commercial products and shall contain not less than the percentages by weight {mass} of the ingredients set out in the following table:

TYPE	**Nitrogen N**	**Phosphorus P2O5**	**Potash K2O**
15-0-15	15		15
13-13-13	13	13	13
10-10-10	10	10	10
8-8-8	8	8	8
0-14-14	0	14	14
4-12-12	4	12	12
4-16-8	4	16	8
Super Phosphate		18.0	
Ammonium Nitrate	33.5		
Ammonium Sulphate	20.5		
Sodium Nitrate	16.0		
Potassium Chloride			60.0

B. An allowance of five percent variation or tolerance of the above proportions will be permitted based on relative commercial value.

C. Nitrogen may be derived from any nitrogen-carrying material approved by the State Commissioner of Agriculture and Industries.

D. Cottonseed meal shall contain 41 percent protein or 6.56 percent nitrogen.

E. All fertilizers shall be transported in containers which will insure proper protection, handling, and which are commonly used with such fertilizers.

6. Fertilizers containing pesticide materials produced by a recognized, responsible manufacturer and prequalified for use by the State Department of Agriculture

and Industries or the U.S. Department of Agriculture may be used with the approval of the Engineer.

PART 3 – EXECUTION

3.1 CONSTRUCTION SEQUENCE

A. The required sequence and timing of the placement of permanent seeding during construction shall be at the discretion of the Contractor. However, the Engineer may direct, that the Contractor repair, replace, and regrade permanent vegetation areas where proper ground preparation and/or permanent vegetation has not been established satisfactorily for acceptance.

B. Seed Mixes for the Establishment of Permanent Vegetation.

The appropriate seed mix shall be chosen from tables in Section 860. The appropriate seed mix is based on planting zone, planting date, and type of area to be seeded. Seed mixes of a temporary nature are required in some areas of the State when permanent seed mixes are out of season. These mixes are shown in Section 860 as requiring seeding in stubble for the establishment of the required permanent plant

C. Inspection.

The Contractor shall notify the Project Manager at least 48 hours in advance of any work related to seeding. This includes the mixing of seed as well as the sowing of seed. The Contractor shall notify the Engineer of the proposed type of seed mix or mixes to be incorporated into the project prior to beginning seeding operations. Seeding work shall not begin prior to the measurement of the area to be seeded. All work shall be performed in the presence of the Engineer.

D. Preparation and Planting in Soft Soil.

1. Ground Preparation.

After grading and topsoil placement and prior to ground preparation, the Contractor shall remove all boulders, stumps, roots, or other objects with any dimension larger than 2 inches {50 mm}. Topsoil shall meet the requirements given in Section 02 53 00.

Ground preparation shall consist of cultivating the topsoil to a loose depth of at least 4 inches {100 mm} except on slopes 2:1 or steeper. The plowing, harrowing, cultivating, and all other operations shall be performed with proper equipment and in such a manner as to break up all clods.

The ground shall be plowed to the required depth and then cultivated with a rotary tiller or disk harrow, in crossing directions if necessary, until the result is a smooth, uniform, loose, and well broken soil providing a suitable bed for seed. In small or inaccessible areas the use of hand tools will be

permitted. The Contractor shall add water as necessary to provide sufficient soil moisture to prepare the ground.

All trash and other debris shall be removed from the cultivated topsoil. All pieces of wood, rocks and unbroken clumps of earth with any dimension larger than 2 inches {50 mm} shall be removed from the planting area.

2. Initial Soil Amendments.

The initial fertilization shall be a commercial fertilizer that will provide at least 120 pounds {135 kg} of N, 120 pounds {135 kg} of P_2O_5, and 120 pounds {135 kg} of K_2O per acre {hectare}, as computed from the nominal contents of fertilizer elements. Only one half of this rate shall be applied when the required seeding is Annual Ryegrass. Agricultural limestone (lime) shall be applied prior to seeding at a rate of two tons per acre {4.5 metric tons per hectare}. Lime may be applied in dry, pelletized or slurry form. The rate of application is required regardless of the form of application.

The required rates of placement of fertilizer and lime may increase as directed by the Engineer based on the results of the testing of the Topsoil from Stockpiles as described in Article 650.02. Additional fertilizer and lime for Topsoil from Stockpiles will be paid for separately in accordance with the requirements given in Article 652.05. Reductions in rates will result in a price adjustment for seeding.

Fertilizers and agricultural limestone (lime) shall be applied uniformly at the required rates of placement. The fertilizer shall be well pulverized and free of lumps when applied. In no case shall fertilizer that is not mixed with soil be permitted to be in direct contact with seed. When fertilizers are applied hydraulically they shall be diluted sufficiently so that no damage is done to either seed or established vegetation. Agricultural limestone, basic slag or a combination of limestone and slag shall be applied separately but may be incorporated into the soil with fertilizers in one operation.

Fertilizer and agricultural limestone that is not applied hydraulically shall be uniformly mixed with the soil by harrows, rotary tillers, or other soil mixing equipment prior to subsequent operations. Mixing with the soil will not be required when the fertilizer and agricultural limestone is applied hydraulically.

3. Sowing Seed.

Mechanical or hydraulic seeders shall be used for sowing unless approved otherwise by the Engineer.

Sowing shall not be performed during windy weather, when the prepared surface is crusted, or when the ground is frozen, wet or otherwise in a non-

tillable condition. The addition of water may be required to render excessively dry soils tillable.

Equipment for applying seed hydraulically shall be designed for this purpose. The equipment shall be capable of mixing and pumping the water, seed mixture, mulch and fertilizer uniformly over the area to be seeded. Power driven agitators shall be provided to keep the mixture uniform during the application.

4. Covering Seed.

Care shall be exercised during covering operations to preserve the line, grade and cross-section of the seeded areas so that areas adjacent to pavement, walks, etc., are not left higher than the paved surface. The seed bed shall be compacted immediately after sowing. Compaction shall be done with a cultipacker, light roller or approved drag. The weight {mass} of the roller or drag needed shall be determined by the Contractor according to the type and physical condition of the soil. Rolling or covering of seed may be omitted when both seeding and mulching are hydraulically applied.

5. Mulching.

Mulching shall be applied in accordance with the requirements given in Section 656. Seeded areas shall be covered with mulch within 48 hours after seeding. Mulching will be measured and paid for separately under Section 656.

6. Soil Amendments After Growth.

After the required plant species have emerged and shown normal growth (usually approximately 40 days) and while the soil surface is moist, a second application of fertilizer shall be made. This second application shall be placed as a uniformly applied top dressing of 40 pounds {45kg} each of N, P2O5, and K2O per acre {hectare}, respectively or equivalent approved by the Engineer.

This application of fertilizer will not be required for temporary planting (Annual Ryegrass).

3.2 ACCEPTANCE

All work shall be conducted in accordance with the requirements given in Section 665 as well as the requirements given in this Section.

The Contractor shall provide plant establishment of the required species of permanent vegetation prior to final acceptance of the project. Plant establishment shall consist of preserving, protecting, reseeding, or replanting and other such work and at such time as may be necessary to keep the vegetated areas in a satisfactory condition.

All of the above work shall be performed without additional compensation, unless otherwise specified.

The acceptance of designated seeded areas will be based upon verification of a satisfactory stand of vegetative cover in the season for each species required for establishment. If a satisfactory stand of desired vegetation is not established, the area shall be re-seeded after appropriate soil preparation and re-established without additional cost to the Department.

A satisfactory stand of vegetative cover shall be defined as a cover of living plants, after true leaves are formed, of the required seed species designated for establishment. Generally an 85 % coverage will be considered acceptable. Should the Contractor protest the determination of satisfactory stand based on visual analysis, a random sampling of 5 samples per acre {0.4 ha} using a square yard {meter} template may be executed to determine the percent coverage. There should be no areas void of the required species larger than 4 square feet {0.4 square meter}.

Every effort should be made to establish vegetation of permanent species in accordance with the seasonal requirements shown for each species in Section 860. Areas where the season and required seed mix cause the method of seeding in stubble to be necessary for the establishment of a permanent plant will not be considered acceptable until vegetation of a permanent species is satisfactorily established. The project will not be accepted for maintenance prior to acceptable establishment of vegetation after seeding in stubble.

Payment will not be made for areas of unsatisfactory stands of vegetative cover, the repair of areas damaged by the Contractor, or for the repair of washes in areas where sufficient erosion control measures are available to the Contractor.

Requests from the Contractor for payment for areas of unsatisfactory stands of vegetative cover will not be considered by the Construction Engineer without the submittal of documentation of absolute adherence to the requirements for the application of topsoil and for the establishment of the vegetation.

4.1 Method of Measurement.

(a) Temporary Seeding:

Temporary Seeding will be measured in acres, regardless of the method of establishment or number of applications performed. Temporary Seeding will be measured in acres under Lump Sum Price for Bid Item No. 1025.

(b) Permanent Seeding:

Permanent Seeding will be measured in acres under Lump Sum Price for Bid Item No. 1026.

4.2 Basis of Payment.

(a) Lump Sum Price Coverage.

Seeding will be paid for at the contract lump sum price per acre {hectare} which shall be full compensation for all ground preparation, furnishing seed, preparing, soil amendments (fertilizer and lime), seeds, including water needed in mixing, planting, establishing, and maintaining of the seeded areas until final acceptance, and for all materials, equipment, tools, labor, and incidentals necessary to complete the work.

The cost of mowing shall be inclusive to the lump sum price for permanent seeding including equipment, labor, and incidentals necessary to mow weeds and ground cover in order to establish and promote growth of permanent vegetation.

(a) Payment will be made under Item No. as follows:
Temporary Seeding – Bid Item No. 1025
Permanent Seeding – Bid Item No. 1026

END OF SECTION

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Chris Brewer Contracting Inc.
PO Box 70211
Mobile, AL 36607

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc.
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)
City of Mobile
205 Government Street
Mobile, AL 36602

BOND AMOUNT: 5% of bid amount not to exceed $10,000.00

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:
(Name, location or address, and Project number, if any)
Ziebach Waste Water Treatment Plant Demolition Project No 2022-1045-04

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of September, 2022

(Witness)

(Witness)

(Principal) *(Seal)*
Chris Brewer, President
(Title)

(Surety) *(Seal)*
Christy Hicks, Attorney-in-Fact
(Title)

GRANITE CORPORATE SEAL MINNESOTA

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061110

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

BETHANY J. ALFRED NOTARY PUBLIC #11003620 EXP. 04/21/23 STATE OF OKLAHOMA

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 14th day of September, 2022.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

SECTION 00400

BID FORM

Copies of the following Bid Forms shall be used. Bids submitted on alternate forms may be rejected. Fill in all blank spaces with an appropriate entry. Bid Form must be signed by an officer of the company and notarized.

TO: City of Mobile, 205 Government St., P.O. Box 1827, Mobile, AL, 36633

REF: PROJECT NO.: 2022-2045-04
PROJECT NAME: Ziebach Waste Water Treatment Plant- Demolition
PROJECT LOCATION: 4612 Park Road
Mobile, Alabama 36605

In compliance with the Bid Documents and having carefully and thoroughly examined said documents for the subject Work prepared by the City of Mobile, Programs & Project Management Department and Moffatt and Nichol, dated **August, 2022**; and Addendums (a) Number(s) 1 and 2, dated Sept. 9th & 13th, 2022 (CAUTION: before submitting any bid it is the Bidder's responsibility to check with the Programs & Project Management Department for all Addenda or special instructions that may impact the Bid) thereto, receipt of which is hereby acknowledged, the premises and all conditions affecting the Work prior to making this Proposal, the Undersigned Bidder, hereby

COMPANY NAME: Chris Brewer Contracting Inc.

ADDRESS: P.O. Box 7270 Mobile, AL 36607 **PHONE** 251-456-7270

ALABAMA GENERAL CONTRACTOR LICENSE NO. 40677

CITY OF MOBILE BUSINESS LICENSE NO. 071970

SECRETARY OF STATE OF ALABAMA BUSINESS IDENTITY NO. 239-704

SECRETARY OF STATE OF ALABAMA ACCOUNT NO. _____

(Note: Secretary of State Account Number shall be filled in only by non-resident bidders)

(Check one) [X] (A Corporation) [ ] (A Partnership [ ] (An Individual Doing Business)

hereby proposes to furnish all labor, materials, tools, equipment, and supplies and to sustain all the expenses incurred in performing the Work on the above captioned Project in accordance with the terms of the Contract Documents, and all applicable laws and regulations for the sum listed below. The initial term of the Contract shall extend for ninety (90) calendar days from the date of the Notice to Proceed.

Refer to below correction for Pay Item 1015 "description" correction. City prefers to NOT issue Addendums within 24 hours of bid deadline. For this reason, Addendum 2 shall modify Section 00100 – Invitation to Bid as follows:

Section 00100 – Invitation to Bid
Section 1 Bid Date

A. Sealed Bids will be received and clocked in until 2:30 PM local time, **FRIDAY** ~~Wednesday~~, the **16th** ~~14th~~ day of September 2022, in the office of the City Clerk, Government Plaza, 9th Floor South Administrative Tower, 205 Government Street, Mobile, Alabama 36602

Addendum 1 – Question 2 In the degritter structure (to remain) are handrails to be removed?

Addendum 1 - Response 2 **Yes, flush cut with concrete and all brackets and sharp metal removed as well.**

Addendum 2 - Contractor Question

Question Where do we add pricing on bid sheet due to the fact that there is no line item for rail removal.

Response **There is a typo on bid form related to pay item 1015. Pay Item 1015 description should be corrected as follows. Refer to page 147 of contract document which defines bid items, specifically work of pay item 1015.** See Division 01 – General Section of Technical Specifications section 01 10 00 Definition of Bid Items.

1015	1	LS	~~Remove Manhole, Drainage Box~~				
1015	**1**	**LS**	**SELECTIVE EQUIPMENT DEMOLITION**	5,000.	00	5,000.	00

Contractors shall acknowledge receipt of Addendum 2 within their bids by one of the following three (3) methods.

1. Submit Bid on original Bid Form, Bidding Contractor acknowledge receipt of Addendums 1 & 2 which now become part of the contract documents. Correct pay item as recommended above.
2. Sign / acknowledge receipt of Addendum 2 by signing below signature line and date. Return a scan of this page with signature to the project manager, Ms. Emma Cochran, emma.cochran@cityofmobile.org
3. Sign this sheet per method 3 above and include copy of signed sheet within sealed bid.

C.S.

Contractor: Chris Brewer Contracting Inc.
Date: 9-14-2022

Ziebach Waste Water Treatment Plant-Demolition
4612 Park Road
Mobile, Alabama 36605
City of Mobile Project No. 2022-2045-04
M&N Project No. 10456

ITEM NO.	QUANTITY	UNIT	ITEMS	UNIT PRICE		TOTAL AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1000	1	LS	Mobilization / Demobilization	25,000	0	25,000	0
1001	150	CY	Allowance - Flowable Fill	300 @	0	45,000 @	0
1002	1000	CY	Allowance - Imported and Placed Backfill Material	19	0	19,000	0
1003	4210	SY	Demolition of Asphalt Pavement (Stockpile aggregate base for reuse as backfill)	6	75	28,417	50
1004	1500	SY	Demolition of Concrete Pavement (Excludes Structures; Stockpile aggregate base for reuse as backfill)	6	75	10,125	0
1005	1	LS	Demolition of Existing Office Building	10,000	0	10,000	0
1006	1	LS	Demolition of Existing Trickling Filter Tank	25,000	0	25,000	0
1007	1	LS	Demolition of Existing Primary Clarifier Tank	20,000	0	20,000	0
1008	1	LS	Demolition of Existing Contact Chamber	35,000	0	35,000	0
1009	1	LS	Demolition of Existing Final Clarifier Tank	20,000	0	20,000	0
1010	1	LS	Demolition of Existing Outfall Head Box	5,000	0	5,000	0
1011	1	LS	Demolition of Truck Wash Sludge Loading Rack	10,000	0	10,000	0
1012	1	LS	Demolition of all above ground piping (Includes piping to be removed not associated with structure)	15,000	0	15,000	0
1013	11	EA	Junction Box / Manhole Demolition (Detail C2, C-501; Includes Flowable fill, Top Removal)	3,000	0	33,000	0
1014	4	EA	Remove Manhole, Drainage Box	2,500	0	10,000	0
1015	1	LS	~~Remove Manhole, Drainage Box~~ Addendum #1 @	5,000	0	5,000	0

Ziebach Waste Water Treatment Plant-Demolition
4612 Park Road
Mobile, Alabama 36605
City of Mobile Project No. 2022-2045-04
M&N Project No. 10456

ITEM NO.	QUANTITY	UNIT	ITEMS	UNIT PRICE		TOTAL AMOUNT	
				DOLLARS	CENTS	DOLLARS	CENTS
1016	800	LF	4" thru 8" Piping Removal (ACP, DIP, PVC)	18	0	14,400	0
1017	100	LF	10" thru 15" Piping Removal (ACP, DIP, RCP, PVC)	22	0	2,200	0
1018	100	LF	18" thru 24" Piping Removal (ACP, DIP, RCP, PVC)	25	0	2,500	0
1019	100	LF	30" thru 42" Removal (RCP)	35	0	3,500	0
1020	1	EA	42" flowable fill pipe plug	750	0	750	0
1021	14	EA	36" flowable fill pipe plug	600	0	8,400	0
1022	7	EA	24" flowable fill pipe plug	500	0	3,500	0
1023	7	EA	18" flowable fill pipe plug	400	0	2,800	0
1024	1165	LF	Silt Fence	5	25	6,116	25
1025	2.8	AC	Temporary Seeding	2,200	0	6,160	0
1026	2.8	AC	Permanent Seeding	2,600	0	7,280	0
1027	1	LS	Erosion and Sediment Control Maintenance (CBMPP)	5,000	0	5,000	0
1028	418	SY	Imported Topsoil Material Placement (Includes Fine Grading, 4" depth)	8	75 ℄	3,657	0
1029	230	CY	Imported Material Placement (Office Building Backfill)	19	0	4,370	0
1030	800	CY	Imported Material Placement (Trickling Filter Backfill)	19	0	15,200	0
1031	300	CY	Imported Material Placement (Primary Clarifier Backfill)	19	0	5,700	0
1032	630	CY	Imported Material Placement (Contact Chamber Backfill)	19	0	11,970	0
1033	770	CY	Imported Material Placement (Final Clarifier Backfill)	19	0	14,630	0

Ziebach Waste Water Treatment Plant-Demolition
4612 Park Road
Mobile, Alabama 36605
City of Mobile Project No. 2022-2045-04
M&N Project No. 10456

ITEM NO.	QUANTITY	UNIT	ITEMS	UNIT PRICE DOLLARS	UNIT PRICE CENTS	TOTAL AMOUNT DOLLARS	TOTAL AMOUNT CENTS
1034	18.5	CY	Imported Material Placement (Outfall Headbox Backfill)	19	0	351	50
			TOTAL BID (WITHOUT ALLOWANCES)			369,675	75
			ALLOWANCES (ITEMS 1001 & 1002)			64,000	00
			CONTINGENCY ALLOWANCE			$50,000	00
			TOTAL BASE BID			483,675	75
			(FILL IN HERE AND IN TOTAL BID BELOW)				
Alternate #1:							
1006A	1	LS	Stockpile Trickle Filter Stone Aggregate (CREDIT)	1,500	0	1,500	00
			ALTERNATE #1 (ITEM 1006A)			1,500	00

TOTAL BASE BID: Four Hundred Eighty Three Thousand Six Hundred Seventy Five Dollars & Seventy Five Cents / $483,675.75
AMOUNT IN WORDS — AMOUNT IN FIGURES

ALTERNATE #1: One Thousand Five Hundred Dollars / $1,500.00
AMOUNT IN WORDS — AMOUNT IN FIGURES

CONTINGENCY ALLOWANCE: $50,000.00 lump sum Contingency Allowance shall be included in the Total Bid for work related to unforeseen conditions as approved by the Owner.

ALTERNATE #1: Bid Item 1006A shall provide credit in dollars for stockpiling trickle filter rock media on site at Owner directed location. Bid item 1006 shall include all costs associated with Contractor to removal and dispose of trickle filter rock media offsite.

BID ITEM DESCRIPTIONS: Refer to Division 1, Section 01100 of the General Specifications for Definition of Bid Items.

BID SECURITY: The undersigned Bidder agrees that the attached Bid Security, as a Cashier's Check drawn on an Alabama bank or a Bid Bond, made payable to the City of Mobile, in the amount of 5% of the bid amount, but in no event more than $10,000, as the proper measure of liquidated damages which the City will sustain by the failure of the undersigned to execute the Contract. Said Bid Security shall become the property of the City of Mobile as liquidated damages as specified in the Contract Documents.

AMERICANS WITH DISABILITIES ACT (ADA): The undersigned Bidder agrees to fully comply with all requirements of the Americans with Disabilities Act of 1990 and the Amendment Act.

NONDISCRIMINATION: The undersigned Bidder certifies that he/she will comply with Federal, State and local laws concerning discrimination, including Chapter 14, Code of the City of Mobile, adopted December 10, 1991 and as amended December 18, 2018.

SIGNATURE: If the undersigned Bidder is incorporated, the entire legal title of the company followed by "a corporation" should be used. If Bidder is an individual, then that individual's full legal name followed by doing business as (d/b/a) and name of firm, if any, should be used. If Bidder is a partnership, then full name of each partner should be listed followed by "d/b/a" and name of firm, if any.

Ensure that name and exact arrangement thereof is the same on all forms submitted with this Bid. If a word is abbreviated in the official company name, such as "Co.", then use that abbreviation. If not abbreviated in the official name, spell out.

Bidder agrees not to revoke or withdraw this Bid until sixty (60) calendar days following the time and date for receipt of bids. If notified in writing of the acceptance of this Bid within this time period, Bidder agrees to execute a Contract based on this Bid on the proscribed form within ten (10) calendar days of said notification and to furnish Performance Bond and Materials and Payment Bond as specified.

COMPANY NAME: Chris Brewer Contracting a Corporation
(Printed or Typed)

BY: C.S. [signature] _____
(Signature of Company Officer)

COMPANY OFFICER: Chris Brewer
(Printed or Typed)

TITLE President (Printed or Typed) DATE 9-14, 2022

Sworn to and subscribed before me this 14th day of September 2022

Randall Hurd Carter
Notary Public

RANDALL HURD CARTER
NOTARY PUBLIC
ALABAMA STATE AT LARGE
COMM. EXP. 10/19/25

Attachments: 1. Bid Security, with Power of Attorney
2. Secretary of State Authorization (Out of state bidders only)

SALES TAX FORM C-3A SHALL BE SUBMITTED AS A PART OF THIS BID FORM.

SUPPLIER DIVERSITY SUBCONTRACTING & MAJOR SUPPLIER PLAN FORM SHALL BE SUBMITTED AS A PART OF THIS BID FORM.

END OF BID FORM

ACCOUNTING OF SALES TAX
ATTACHMENT TO BID FORM SECTION 00400
SALES TAX FORM C-3A

To: City of Mobile

Date: 9-14-2022

Name of Project: ZIEBACH WASTE WATER TREATMENT PLANT- DEMOLITION
Project Number: 2022-2045-04

SALES TAX ACCOUNTING

Pursuant to Act 2013-205, Section 1(g) the Contractor accounts for the sales tax NOT included in the bid proposal form as follows:

	ESTIMATED SALES TAX AMOUNT
TOTAL BASE BID (WITH ALLOWANCES):	$ 7,500.00
BID ALTERNATE #1 (CREDIT):	$ 0

TOTAL BASE BID includes allowances but not alternates. (Note: Show amount in both words and figures. In case of discrepancy, the amount in words shall govern).

Failure to provide an accounting of sales tax shall render the bid non-responsive. Other than determining responsiveness, sales tax accounting shall not affect the bid pricing nor be considered in the determination of the lowest responsible and responsive bidder.

Legal Name of Bidder Chris Brewer Contracting Inc.

Mailing Address P.O. Box 70211 Mobile, AL 36607

***By (Legal Signature)** C.S. Brewer

*Name (type or print) Chris Brewer

*Title President

Telephone Number 251-456-7270

(Seal)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1**), you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Chris Brewer Contracting Inc.
Address	P.O. Box 70211 Mobile, AL 36607
Telephone	251-456-7270
E-Mail	chris@chrisbrewercontracting.com

RFP/RFQ Solicitation Number	2022-2045-04
Project Description	Zieback Waste Water Treatment Plant - Demolition
Is your company a DBE company?	Yes ☐ No ☑
Work force demographics	Male 17 Female 1 Minority 11 Non-minority 7 Vets _____ Total #of Employees 18

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Randall H. Carter

Signature: Randall H. Carter Date: 9-14-2022

Title: Project Mgr.

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Chris Brewer Title: President

E-mail:_ Phone: chris@chrisbrewercontracting.com 251-456-7270

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # 2022-2045-04 Your Bid/Proposal Amount $ 476,175.75 Date: 9 / 14 / 2022

Description Ziebach Wast Water Treatment Plant - Demolition

Name of Bidder/Proposer: Chris Brewer Contracting Inc.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
DOT Construction Services	251-610-9674	Transportation; Backfill Material	25,000.-	5%	yes	

Form 2: Good Faith Effort Documentation

Name of Bidder: Chris Brewer Contracting Inc.

Contact Person: Chris Brewer Phone 251-456-7270 Email chris@chrisbrewercontracting.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
✓		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
✓		**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
✓		**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
✓		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	✓	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	✓	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
✓		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

✓		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
✓		**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	✓	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
✓		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

✓ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

Palomar
INSURANCE

October 25, 2022

City of Mobile
PO Box 1827
Mobile, AL 36622

Re: Chris Brewer Contracting, Inc. Performance and Payment Bond # GRAL56169; Ziebach Wastewater Treatment Plant Demolition Project No. 2022-1045-04; 4612 Park Road Mobile, AL 36605

To Whom It May Concern:

As the bonding agent and Attorney-in-Fact for Chris Brewer Contracting, Inc. and Granite Re, Inc. respectively, please take this letter as your authority to date the bonds and power of attorneys provided for the above referenced contract concurrent with the contract date.

Please provide me with a copy of the dated bond documents once they have been fully executed. Should you have any questions please feel free to contact me by email at francisw@palomarins.com or by telephone at 334-409-3134.

Sincerely,

Francis Ware

Francis Ware
Attorney-in-Fact
Bond Agent

4525 Executive Park Drive, Ste. 202
Montgomery, Alabama 36116

PO Box 11128
Montgomery, Alabama 36111

Toll Free 800.489.0105
Main 334.270.0105
Fax 334.271.0499
palomarins.com

AIA® Document A312™ – 2010

Performance Bond

BOND# GRAL56169

CONTRACTOR:
(Name, legal status and address)
Chris Brewer Contracting Inc.
PO Box 70211
Mobile, AL 36607

SURETY:
(Name, legal status and principal place of business)
Granite Re, Inc
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)
City of Mobile
PO Box 1827
Mobile, AL 36633-1827

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: _____

Amount: Four Hundred Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($484,027.75)
Description:
(Name and location) Ziebach Waste Water Treatment Plant - Demolition Project
No 2022-1045-04
4612 Park Road Mobile, AL 36605

BOND
Date: _____
(Not earlier than Construction Contract Date)

Amount: Four Hundred Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($484,027.75)

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Chris Brewer Contracting, Inc.
Signature: _____
Name and Title: Chris Brewer, President

SURETY
Company: *(Corporate Seal)*
Granite Re, Inc.
Signature: _____
Name and Title: Francis Ware, Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or BROKER:
Palomar Insurance Corporation
4525 Executive Park Drive Suite 202
Montgomery, AL 36116
800-489-0105

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	N/A	Signature:	N/A
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

BETHANY J. ALRED #11003620 EXPI. 04/21/23 STATE OF OKLAHOMA NOTARY PUBLIC

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2022.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

AIA® Document A312™ – 2010

Payment Bond

BOND# GRAL56169

CONTRACTOR:
(Name, legal status and address)

Chris Brewer Contracting Inc.
PO Box 70211
Mobile, AL 36607

SURETY:
(Name, legal status and principal place of business)

Granite Re, Inc
14001 Quailbrook Drive
Oklahoma City, OK 73134

OWNER:
(Name, legal status and address)

City of Mobile
PO Box 1827
Mobile, AL 36633-1827

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date: _____

Amount: Four Hundred Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($484,027.75)

Description:
(Name and location) Ziebach Waste Water Treatment Plant - Demolition Project
No 2022-1045-04
4612 Park Road Mobile, AL 36605

BOND
Date: _____
(Not earlier than Construction Contract Date)

Amount: Four Hundred Eighty Four Thousand, Twenty Seven Dollars and Seventy Five Cents ($484,027.75)

Modifications to this Bond: ☒ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Chris Brewer Contracting, Inc.

Signature: _____
Name and Title: Chris Brewer, President

SURETY
Company: *(Corporate Seal)*
Granite Re, Inc.

Signature: _____
Name and Title: Francis Ware, Attorney-in-Fact

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Palomar Insurance Corporation
4525 Executive Park Drive Suite 202
Montgomery, AL 36116
800-489-0105

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:	N/A	Signature:	N/A
Name and Title:		Name and Title:	
Address		Address	

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

GRANITE RE, INC.

GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

SONYA D. BERRYMAN; LEN SKIPPER; FRANCIS WARE; CHRISTY HICKS may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3rd day of January, 2020.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kenneth D. Whittington, President

Kyle P. McDonald, Assistant Secretary

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:
April 21, 2023
Commission #: 11003620

BETHANY J. ALRED #11003620 EXPT. 04/21/23 STATE OF OKLAHOMA NOTARY PUBLIC

Notary Public

GRANITE RE, INC.

Certificate

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this _____ day of _____, 2022.

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

GRANITE RE, INC. CORPORATE SEAL MINNESOTA

Kyle P. McDonald, Assistant Secretary

GR0800-1

Company ID Number: 498926 **Client Company ID Number:**

Approved by:

Employer	
Chris Brewer Contracting Inc.	President
Name (Please Type or Print)	Title
CHRIS BREWER	PRESIDENT
Signature	Date
C.B.	10/31/22
E-Verify Employer Agent	
Randall H. Carter	Project Manager
Name (Please Type or Print)	Title
Randall H. Carter	
Signature	Date
Randall H. Carter	10-31-2022
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
Signature	Date

Company ID Number: 498926 **Client Company ID Number:**

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Chris Brewer Contracting Inc.
Company Facility Address	3025 Dial Street Mobile , AL 36612
Company Alternate Address	P.O. Box 70211 Mobile, AL 36607
County or Parish	Mobile
Employer Identification Number	20-2329945
North American Industry Classification Systems Code	237
Parent Company	
Number of Employees	20
Number of Sites Verified for	1

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

CHRIS BREWER CONTRACTING INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

P O BOX 70211

Requester's name and address (optional)

6 City, state, and ZIP code

MOBILE, AL 36607

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

2	0	–	2	3	2	9	9	4	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ▶ Randall H. Carter | Date ▶ 10/21/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 **FAX (A/C, No):** 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Property & Casualty Ins.	25127
INSURER B : AlaComp	
INSURER C : Midwest Employers Casualty Co.	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 820967260 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X 500 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	SPP2885659	2/15/2022	2/15/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP2480562	2/15/2022	2/15/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			SPP2885659	2/15/2022	2/15/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		15491000 PCAL155000	1/1/2022 1/1/2022	1/1/2023 1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Leased/Rented Equip Cargo			SPP2885659	2/15/2022	2/15/2023	Limit $250,000 Limit $50,000	Ded $1,000 Ded $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: Zieback Waste Water Treatment Plant - Demolition (Project No. 2022-1045-04), 4612 Park Rd, Mobile, AL 36605. City of Mobile, its employees and agents, and all other indemnified parties are named as Additional Insureds on a primary and non-contributory basis to the General Liability, Automobile Liability, and Umbrella Liability as required by written contract. The General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation policies contain a Waiver of Subrogation in favor of City of Mobile, its employees and agents, and all other indemnified parties. Workers Comp Alternate Employer endorsement applies when required by written contract.
30 day written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER
City of Mobile
P.O. Box 1827
Mobile AL 36633

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/27/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 **FAX (A/C, No):** 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Auto Property & Casualty Ins.	25127
INSURER B : AlaComp	
INSURER C : Midwest Employers Casualty Co.	23612
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 1139579006 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	SPP2885659	2/15/2022	2/15/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X 500						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	BAP2480562	2/15/2022	2/15/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			SPP2885659	2/15/2022	2/15/2023	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED RETENTION $							$
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			15491000	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		PCAL155000	1/1/2022	1/1/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Leased/Rented Equip Cargo			SPP2885659	2/15/2022	2/15/2023	Limit $250,000 Limit $50,000	Ded $1,000 Ded $500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
PROJECT: Ziebach Waste Water Treatment Plant - Demolition (Project No. 2022-1045-04), 4612 Park Rd, Mobile, AL 36605. Moffatt & Nichol Inc, City of Mobile, its employees and agents, and all other indemnified parties are named as Additional Insureds on a primary and non-contributory basis to the General Liability, Automobile Liability, and Umbrella Liability as required by written contract. The General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation policies contain a Waiver of Subrogation in favor of City of Mobile, its employees and agents, and all other indemnified parties. Workers Comp Alternate Employer endorsement applies when required by written contract.
30 day written notice of cancellation applies where required by written contract.

CERTIFICATE HOLDER
Moffatt & Nichol Inc
11 North Water St, Suite 20220
Mobile AL 36602

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/8/2022

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PRODUCER
Palomar Insurance Corp.
Palomar Insurance Corporation
4525 Executive Park Drive, Ste 202
Montgomery AL 36116

CONTACT NAME: Allison Strouse
PHONE (A/C, No, Ext): 334-409-3146 **FAX (A/C, No):** 334-271-0499
E-MAIL ADDRESS: allisons@palomarins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Specialty Insurance Company	36927
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED CHRIBREWCON
Chris Brewer Contracting Inc.
PO Box 70211
Mobile AL 36607

COVERAGES **CERTIFICATE NUMBER:** 573337201 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	BUILDERS RISK			IM2575960	11/3/2022	4/27/2023	Limit Deductible	$484,028 $1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
ROJECT: Ziebach Waste Water Treatment Plant - Demolition (Project No. 2022-1045-04), 4612 Park Rd, Mobile, AL 36605.
ROJECT: Ziebach Waste Water Treatment Plant - Demolition (Project No. 2022-1045-04), 4612 Park Rd, Mobile, AL 36605.

CERTIFICATE HOLDER

City of Mobile
P.O. Box 1827
Mobile AL 36633

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME:_____

CAPITAL PROJECT #_____ **DATE OF RECEIPT**_____

DEPT. PROJECT #_____

PROJECT DESCRIPTION_____

_____

CONTRACT AMOUNT _____

VENDOR NAME _____

VENDOR NUMBER_____

DEPT #_____ **DEPT NAME**_____

CONTRACT ADMINISTRATOR_____

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	NonContractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y___ N___ ; 5% of the 1st 50% _____ or If different, indicate special rate_____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages***.

Prepared by: _____ **Date** _____

Revised 5/16/2022 Tiffany Hollins

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Nick Amberger, PE
Engineering Department

Sponsored by:

Mayor Stimpson and Councilmember Penn

Purpose and Scope of Project:

To accept professional service contract with Ardurra Group, Inc.

Amount of Contract:

$70,000.00

Funding Source

Project # C0782 Stickney Drainage Study Upham St. To Mobile Infirmary Blvd. **Discretionary Funds**

Project String 20002000-42200 **Contract Number:**4142

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
Stickney Drainage Study Upham St. To Mobile Infirmary Blvd	Cover Memo	11/9/2022

REVIEWERS:

Department	Reviewer	Action	Date
Engineering	Amberger, Nick	Approved	11/10/2022 - 1:49 PM
Capital	Hollins, Tiffany	Approved	11/10/2022 - 2:25 PM
Legal	Kern, Chris	Approved	11/10/2022 - 2:44 PM
Mayors	Montgomery, Brandi	Approved	11/10/2022 -

Office 2:45 PM

CAPITAL CONTRACT SUMMARY SHEET

CONTRACT #

PROJECT NAME: STICKNEY DRAINAGE STUDY UPHAM ST. TO MOBILE INFIRMARY BLVD.

PROJECT: C0782 **DATE OF RECEIPT:** NOVEMBER 8, 2022

PROJECT DESCRIPTION: THIS IS FOR THE ASSESSMENT OF THE CAPACITY OF THIS SUBWATERSHED.

CONTRACT AMOUNT: $70,000.00

VENDOR NAME: ARDURRA GROUP, INC.

VENDOR NUMBER: 297434

DEPT #: 3005 **DEPT. NAME:** ENGINEERING

CONTRACT ADMINISTRATOR: NICK AMBERGER

Please Select by circling one (Type):

Architectural Engineering Testing **Professional Services**

Construction (Unit Price)* Construction** Non Contractual Performance

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? NO ; 5% of the 1st 50% _____ or

If different, indicate special rate_____

*Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

**General Construction requires Change Order for 10% overages.

Prepared by: LISA ROBERTS **Date:** NOVEMBER 8, 2022

2023

RESOLUTION

Sponsored by: Mayor William S. Stimpson
Councilmember Cory Penn

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA,

that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a contract, by and between the City of Mobile and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as set forth in full, subject to the company signing the contract and furnishing the required bonds and insurance. A copy of said executed contract will be on file in the office of the City Clerk.

Name of Company: Ardurra Group, Inc.

Project Name: Stickney Drainage Study Upham St. to Mobile Infirmary Blvd.

Estimated Cost: $70,000.00

Adopted:

_____

City Clerk



STICKNEY DRAINAGE STUDY
UPHAM ST. TO MOBILE INFIRMARY BLVD.

PROJECT NO. 2023-3005-03

ENGINEER:

THE ARDURRA GROUP, INC.

STATE OF ALABAMA
CITY OF MOBILE

CONTRACT

This AGREEMENT made and entered into this _____day of _____, 2022, by and between the CITY OF MOBILE, ALABAMA (hereinafter called the CITY), acting by and through its MAYOR and CITY COUNCIL, and **THE ARDURRA GROUP, INC.** (hereinafter called the "ENGINEER").

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, the parties hereto do mutually agree as follows:

I. DEFINITIONS

The following terms and their definitions shall apply:

ALDOT - State of Alabama Department of Transportation

CITY - City of Mobile, Alabama

CITY COUNCIL - Mobile City Council, the governing body of the City of Mobile, Alabama, the party of the first part of the Agreement.

CITY ENGINEER - That person designated by the CITY as CITY ENGINEER or his appointed assistants.

CONTRACT - Whenever the word "CONTRACT" is used it shall be held to mean this executed document and any and all exhibits and attachments comprising the written agreement between the City of Mobile and the ENGINEER setting forth the obligations of the parties hereunder for the performance of the prescribed work.

CONTRACTOR - An individual, corporation, partnership, or other entity selected to perform any or all construction services.

ENGINEER - The engineering company assigned to perform engineering and construction inspection services for this PROJECT. The engineering company so assigned to this PROJECT is **THE ARDURRA GROUP, INC.**

INSPECTOR - An authorized representative of the ENGINEER, assigned to make inspections of the PROJECT.

NOTICE TO PROCEED - A written notice to proceed issued by the CITY ENGINEER for the Preliminary Design & Investigation Phase as set out in Section III.

PROJECT – STICKNEY DRAINAGE STUDY, UPHAM ST TO MOBILE INFIRMARY BLVD., City of Mobile Project No. 2023-3005-03. This is for assessment of the capacity of this subwatershed. **The professional engineering preliminary design & investigation services may include drainage modeling, preparation of exhibits/maps/cost estimates and summary technical memorandum as directed by the CITY ENGINEER.**

PROJECT ENGINEER - a registered Professional Engineer licensed in the State of Alabama who is an authorized representative of the **ENGINEER.**

STANDARD SPECIFICATIONS - Alabama Department of Transportation Standard Specifications for Highway Construction, 2018 edition, with all latest additions and modifications by the Engineering Department of the City of Mobile, on file in the office of the CITY ENGINEER.

II. STANDARDS

The CITY hereby retains the ENGINEER, and the ENGINEER agrees to perform for the CITY the professional engineering services in connection with the PROJECT. Professional engineering services shall include all work necessary to the performance in proper sequence of the items of work as hereinafter set forth. The ENGINEER, in the preparation of plans and any other items pertaining to this PROJECT, will meet the requirements for conformance with the Standard Specifications, adopted by the State of Alabama Department of Transportation, and applicable local ordinances, and will ascertain the practices of the CITY prior to beginning any work on this PROJECT. All work required under this CONTRACT will be performed in accordance with these standards and any special requirements hereinafter set forth. All work performed by the ENGINEER under this CONTRACT will be submitted to the CITY for review and administrative approval only.

III. SCOPE OF WORK

The ENGINEER shall ensure that all engineers, technical staff, inspectors, observers and agents are duly licensed and qualified as to any duties assigned by, or the responsibility of, the ENGINEER. The parties agree that throughout the life of the contract that the ENGINEER shall submit in writing to the CITY ENGINEER, all qualifications of all engineers, technical staff, inspectors, observers, agents and any substitutions, replacements or additions prior to appointment or use by the ENGINEER. Although the CITY ENGINEER shall have the right to suspend the work wholly, or in part, due to any inadequacies, as opined by the CITY ENGINEER, of any of ENGINEER'S technical staff, inspectors, observers, engineers or agents, all acts by the ENGINEER, or ENGINEER'S technical staff, inspectors, observers, engineers or agents are the sole responsibility and liability of the ENGINEER.

The scope of work for the Preliminary Design & Investigation Phase is divided into two Tasks.

A. PRELIMINARY DESIGN & INVESTIGATION

1. General Project Management – TASK 1

   a. The ENGINEER shall schedule and conduct Project Kickoff Meeting with the CITY ENGINEER and shall provide quality control and quality assurance to all project activities and deliverables. Coordination shall continue shall continue with the CITY ENGINEER until the end of the PROJECT.

2. Preliminary Engineering and General Requirements – TASK 2

   a. Obtain existing mapping, drainage system records, GIS information, easement/right of way records and other relevant PROJECT records/documents.

   b. Review historical information of frequent flooding areas and high water elevations within the associated watershed area.

   c. Review FEMA Flood Maps in the PROJECT area.

   d. Delineate the drainage area for each storm water drainage structure of this PROJECT.

   e. Complete screening level modeling in GIS to assess the capacity of all pipes and inlets within the watershed, based on criteria established by the CITY ENGINEER.

   f. Provide a list of assets and a map of the stormwater conveyance system that lacks capacity to meet the City's prescribed design flows for various return frequency events.

   g. Provide a list and map of assets where modeled capacity does not align with known flooding issues.

   h. Provide a list of assets that should be assessed for maintenance issues or GIS data attribute errors. "Condition Assessment Investigation List"

   i. Provide "Undersized Conveyance List" for the watershed.

   j. Submit a Summary Technical Memorandum report describing the outcome of the pilot project and recommendations for next steps.

   k. Provide cost estimate for extending the watershed study approach citywide.

   l. The PROJECT must be designed under the direct supervision of the PROJECT ENGINEER. The PROJECT ENGINEER must be a Registered Professional Engineer licensed in the State of Alabama. The PROJECT

ENGINEER's signature shall be placed on the Title Sheet of the Summary Technical Memorandum.

3. Preliminary Design & Investigation GIS Data
   a. Upon a NOTICE TO PROCEED by the CITY, existing maps, plans, records, GIS files, CAD files and other such documents supplied by the CITY or others shall be used for PROJECT drainage modeling.
   b. For purposes of the PROJECT modeling, no field survey is being utilized. The City's GIS data is the basis for the drainage model.
   c. The ENGINEER shall inspect the site to determine the additional required information needed for preliminary design of the PROJECT.

4. Plans and Specifications
   a. All plans, maps, Technical Memorandums, and list of assets, prepared or created by ENGINEER pursuant to the performance of its obligations hereunder shall become the property of the CITY immediately upon CITY's tender of payment of fees.

      1. All plans, drawings, and other documents (including electronic files or documents) prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service for use by the CITY. The CITY shall be provided at least two (2) 11x17 copies and one full size copy of all plans, drawings, electronic files (one copy CADD/GIS and one copy PDF), Excel files, and other documents for information and reference in connection with the use and occupancy of the PROJECT by the CITY for present and future needs. Any reuse will be at the CITY's sole risk unless ENGINEER, for compensation to be agreed upon, reviews and adapts such documents. Upon termination or expiration of this CONTRACT, the ENGINEER shall, upon request from the CITY, return to the CITY all documents and records provided by the CITY and those produced, developed or used by the ENGINEER for this PROJECT.

   b. ENGINEER deliverables, as specifically provided in this Scope of Work, shall include electronic/computer-aided design and drafting (CADD) files in a format compatible with AutoCAD version 2019, GIS or other electronic format agreed upon by the City. Unless specifically directed otherwise by the CITY prior to execution of this Agreement, electronic files shall be developed based on ENGINEER's standard practice. In the case of any discrepancy or difference between electronic files and hard copies of drawings or files, hard copies shall control. Due to the easily alterable nature of electronic files, ENGINEER makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness of any electronic files used by the CITY. CITY shall not be liable for any erroneous information supplied to the ENGINEER or any other third party that the ENGINEER relies upon and incorporates into an electronic file, or other documents, plans and specifications.

IV. MUTUAL AGREEMENT

A. It is mutually agreed by the parties hereto as follows:

1. The ENGINEER agrees to start work on the professional services outlined herein within ten (10) days after issuance of and in accordance with a NOTICE TO PROCEED. The CITY and the ENGINEER shall mutually agree upon the schedule and completion time for Professional Services under this Agreement..

2. This CONTRACT may be terminated by the CITY for any reason, with or without cause, by providing thirty (30) days written notice to the ENGINEER. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, perspectives, and reports prepared by the ENGINEER shall become the property of the CITY. In the event of termination, the ENGINEER shall be compensated for services performed prior to termination. Such compensation shall be negotiated at the time of termination and as based on Section V.A, "Contracted Services". The CITY may notify the ENGINEER, in writing, to suspend, delay, or interrupt all or any part of the work for the CITY's convenience, due to events beyond the control of the CITY, or for any other reasons. After the CITY suspends the PROJECT for more than ninety (90) consecutive days, the ENGINEER may terminate this CONTRACT by giving thirty (30) days written notice.

B. The CITY and the ENGINEER each binds itself, its successors and assigns, to the other party of this contract, in respect to all covenants of this CONTRACT. ENGINEER shall not transfer or assign this contract or the license or any of the rights or privileges granted herein without the prior written consent of the CITY; which such consent shall be granted or denied solely at CITY'S discretion.

C. The ENGINEER shall reimburse the CITY for attorney's fees incurred due to any breach by ENGINEER of its obligations under the terms of this CONTRACT.

V. BASIS OF PAYMENT

Any language to the contrary in this Agreement notwithstanding, all payments to the ENGINEER for professional engineering services as identified in Section V shall be made ***only*** in return for work actually performed in completion of the PROJECT and properly documented to the CITY. All payments to the ENGINEER for such work performed shall be compensated at the rates stated in the Engineer's Hourly Rates, which is incorporated into this Agreement as Exhibit C. In all instances where compensation amounts are based upon or associated with a percentage of completion calculation, that percentage of completion calculation shall be determined by the CITY ENGINEER.

A. CONTRACTED SERVICES

Subject to the provisions below and upon receipt by CITY of the deliverables listed in Section III, CITY agrees to pay the ENGINEER, as compensation for such professional engineering services, as shown in the Engineer's Hourly Rates in Exhibit C and as authorized by the CITY as follows:

1. It is mutually agreed that compensation to the ENGINEER will be as follows:

   a. After receipt of a NOTICE TO PROCEED from the CITY, the ENGINEER shall perform Preliminary Design & Investigation Phase services in accordance with the schedule and appropriate portion of Section III.A1.,

TASK 1 of this CONTRACT. Payment for work performed in Section III.A.1. of this CONTRACT shall not exceed $4,537.50 (Four Thousand Five Hundred Thirty Seven Dollars and Fifty Cents).

b. ENGINEER shall perform Preliminary Design & Investigation Phase services, in accordance with the schedule and appropriate portion of Section III.A. TASK 2 of this Agreement seven months from the NOTICE TO PROCEED. Payment for work performed in Section III.A.2, shall not exceed $59,212.50 (Fifty-Nine Thousand Two Hundred Twelve Dollars and Fifty Cents).

c. Failure to perform any service identified in a NOTICE TO PROCEED shall result in an equitable deduction from ENGINEER's compensation, without limitation or waiver of any other remedy available to City for such failure.

B. ADDITIONAL SERVICES

1. Following award of the Agreement, the CITY shall pay the ENGINEER the expense of additional services, if requested by the CITY, in writing with a NOTICE TO PROCEED. Additional services, if initiated, shall be based on the hourly rates in EXHIBIT C and shall not exceed $6,250 (Six Thousand Two Hundred Fifty Dollars and No Cents).

2. In the event of termination of this Agreement due to failure by the ENGINEER to perform any and/or all of the ENGINEER's obligations in the prompt and efficient manner satisfactory to the CITY, the CITY will have the right to employ one or more other engineers of its choice to complete the PROJECT. The ENGINEER will reimburse the CITY all costs, fees and expenses which may result from such termination and employment of other engineers.

C. LIMITATIONS OF ENGINEERING COMPENSATION

Notwithstanding any other provision of this Agreement or any NOTICE TO PROCEED to the contrary, total and inclusive compensation and fees (including all phases and Tasks) to be paid the ENGINEER associated with the above mentioned PROJECT shall not exceed $70,000 (Seventy Thousand Dollars and Zero Cents).

VI. INDEMNITY AND INSURANCE REQUIREMENTS

A. INDEMINIFICATION: The ENGINEER shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by ENGINEER or the ENGINEER'S agent, ENGINEER under contract, or other entity for which ENGINEER is legally liable. ENGINEER shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by ENGINEER or its agents covered by ENGINEER'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires

ENGINEER to procure and maintain professional liability insurance that satisfies the named requirements. ENGINEER shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to ENGINEER'S liability, or in proportion to the extent ENGINEER participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require ENGINEER to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

STANDARD OF PERFORMANCE:
ENGINEER shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

B. INSURANCE- For the duration of this Agreement, ENGINEER shall maintain the following minimum amounts for each Project:

1. Professional Liability Insurance:

   Professional Liability Insurance including design with the limits not less than $1,000,000 per claim.

2. Workers' Compensation/Employer's Liability:

   a. Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the state of Alabama.
   b. Employer's Liability with limits of not less than:

Bodily Injury by Accident	$1,000,000 each accident
Bodily Injury by Disease	$1,000,000 policy limit
Bodily Injury by Disease	$1,000,000 each employee

   c. Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

3. Comprehensive General Liability Insurance:

   a. Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, blanket contractual liability specifically covering the obligations assumed by ENGINEER.

   b. Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

   c. General Aggregate Limit shall apply on a "Per Project" Basis.

4. Automobile Liability Insurance:

   a. Automobile Liability Insurance to cover any auto, including all owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

5. Excess/Umbrella Liability Insurance

   a. Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.

   b. Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

C. CERTIFICATE OF LIABILITY INSURANCE ENDORSEMENT PAGE

The policy endorsements listed below are required and must be listed in the "Descriptions of Operations" box on the Certificate of Liability Insurance or listed separately on an attachment to the certificate of insurance (ACORD 101, Additional Remarks Schedule).

1. Waiver of Subrogation - Waiver of Subrogation applies in favor of City of Mobile with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employer's Liability.

2. Additional Insured - City of Mobile is included as an Additional Insured in respect to General Liability, Automobile Liability and Umbrella Liability. All policies, except workers compensation, shall be Primary and Non-contributory with any other insurance in force or which may be purchased by Additional Insured.

3. Primary Insurance - All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

4. Notice of Cancellation - 30-day Notice of Cancellation, non-renewal or material change shall apply (except 10 days for non-payment).

5. Certificates of Insurance - General – Within ten (10) calendar days from the date of issuance of Contract forms for execution, Contractor shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Contractor shall also be responsible for delivering policy renewal certificates to the City of Mobile.

VII. E-VERIFY

By signing this contract, the contracting parties affirm, for the duration of the CONTRACT, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama.

Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the CONTRACT and shall be responsible for all damages resulting therefrom.

VIII. SOURCE OF FUNDS FOR PAYMENT

The source of funds for payment by CITY under this contract is City Capital Funds. Said funds are on hand at the time of the execution of this CONTRACT.

IX. PROHIBITION OF BOYCOTTING

By signing this CONTRACT, the ENGINEER represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

X. ANTI-DISCRIMINATION CLAUSE

The ENGINEER shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, inter alia, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under this CONTRACT be awarded to socially and economically disadvantaged individuals and business entities.

XI. GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Alabama, and the appropriate venue for any actions arising out of this Agreement shall be a court of proper jurisdiction in Mobile, Alabama.

XII. E-BUILDER

The City utilizes e-Builder as its project management system. E-Builder is a secure data collection site: https://app.e-builder.net. ENGINEER shall use e-Builder as an essential component to project management with the City of Mobile.

CITY OF MOBILE, A Municipal Corporation

By:_____
William S. Stimpson
Mayor

ATTEST:

By: _____
Its City Clerk
Print:_____

THE ARDURRA GROUP, INC.

By: _____

Print: Jeffrey L Duplantis

Its: Client Service Manager

Address: 210 State Street

Mobile, AL 36603

Telephone: 251-479-0808

STATE OF ALABAMA
CITY OF MOBILE

I, Jamini B. Patel, a Notary Public in and for said State and County, hereby certify that Jeffrey L Duplantis, whose name as CSM of THE ARDURRA GROUP, INC. is signed to the foregoing conveyance and who are known to me acknowledged before me on this day, that, being informed of these contents of the conveyance, he as such officer and with full authority, executed the same voluntary on the day the same bears date.

Given under my hand and notarial seal on this the 18th day of October, 2022

Jamini B. Patel
NOTARY PUBLIC

My Commission Expires: _____

My Commission Expires 8/27/2025

EXHIBIT A: PROJECT LOCATION

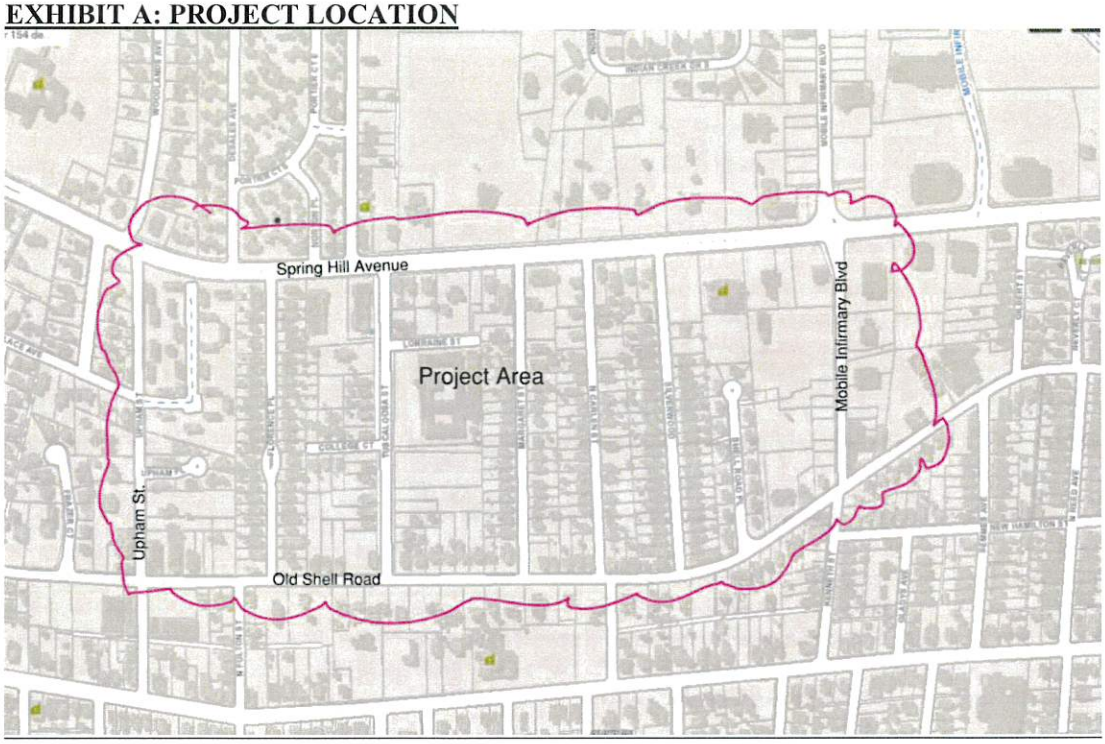


EXHIBIT B: PROJECT ESTIMATE

PROJECT – STICKNEY DRAINAGE STUDY, UPHAM ST. TO MOBILE INFIRMARY BLVD., City of Mobile Project No. **2023-3005-03.**

ESTIMATED PROFESSIONAL ENGINEERING SERVICES COST - Total fees design phase) to be paid the ENGINEER shall not exceed $70,000.00 **[Seventy Thousand Dollars and No Cents]**, unless authorized by the CITY.

CITY DISTRICT: District 1

EXHIBIT C: FEE SCHEDULE

ENGINEER'S SUMMARY OF HOURLY RATES

Exhibit A—Fiscal Year 2022 Hourly Per Diem Rate Schedule and Standard Rates for Direct Expenses for Professional Consulting Engineering Services

The purpose of this document is to describe Constantine Engineering / Ardurra's Fiscal Year 2022 compensation and hourly per diem rate schedule of charges.

Compensation

As compensation for providing the Services authorized by the AGREEMENT, CLIENT shall pay CONSULTANT in accordance with the Agreement based on the hourly per-diem rate schedule per employee grade, as defined in Table 1, the standard rates for Direct Expenses and as defined in Table 2. The Hourly Per Diem Rates for Fiscal Year 2022 are 1/8th of the tabulated per diem rate for a normal 8-hour workday.

Table 1. Hourly Per Diem Rate Schedule

Classification	Hourly Per Diem Rate ($)	Classification	Hourly Per Diem Rate ($)
QA/QC Manager	255.00	IT Specialist / Manager	175.00
Principal	250.00	Senior Designer	142.00
Senior Reviewer / Consultant	250.00	CADD Designer III	115.00
Project Director	245.00	CADD Designer II	102.00
Senior Project Manager	210.00	CADD Designer I	93.00
Client Service Manager	210.00	CADD Technician IV	90.00
Project Manager	198.00	CADD Technician III	82.00
Professional Engineer V	175.00	CADD Technician II	78.00
Professional Engineer IV	165.00	CADD Technician I	73.00
Professional Engineer III	155.00	Clerical/Administrative IV	90.00
Professional Engineer II	140.00	Clerical/Administrative III	79.00
Professional Engineer I	125.00	Clerical/Administrative II	70.00
Engineering Associate III	128.00	Clerical/Administrative I	60.00
Engineering Associate II	122.00	Senior Construction Manager	218.00
Engineering Associate I	109.00	Construction Manager	198.00
Senior Electrical Engineer	205.00	Construction Inspector III	120.00
Environmental Scientist	111.00	Construction Inspector II	110.00
Senior GIS/Database Programmer	115.00	Construction Inspector I	85.00
GIS Tech	74.00		

SUE SERVICES HOURLY RATES

Classification	Hourly Per Diem Rate ($)	Classification	Hourly Per Diem Rate ($)
SUE Supervisor	110.00	2- Man Line Verification Field Team	$197.00 (1)
Field / SUE Tech II	75.00	2-Man Manhole Inspection Crew	$170.00 (3)
Field / SUE Tech II	69.00	1-Man GPR/Locating Crew	$151.00 (4)
Field / SUE Tech I	62.00	1-Man GPS Crew	$127.00 (4)

(1) Note this rate includes the costs for vacuum excavation verification and sub-meter global positioning system (GPS) with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(2) Note this rate includes the costs for ground penetrating radar (GPR) location equipment, sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding orange buttons for permanent markers.
(3) Note this rate includes the costs for digital camera and sub-meter GPS with satellite differential real-time correction equipment, safety equipment, and expendables to perform non-intrusive manhole inspections.
(4) Note this rate includes the costs for sub-meter GPS with satellite differential real-time correction equipment, and expendables, excluding stakes, rebar, and orange buttons for permanent markers to perform asset locating using sub-meter GPS equipment and data acquisition of above ground accessible assets.

Table 2. Standard Rates for Direct Expenses

Expense Category	Rate ($)
Mileage	Cost
Special Shipping	Cost + 5%
CADD Computer Time	Included in Per Diem
Lodging & Travel	Cost
Additional Laboratory Tests & Analysis	Cost + 5%
Extra Printing, Presentation Boards, Binding, & Reproduction	Cost + 5%
Outside Services	Cost + 5%
Special Owner Requested Computer Software (1)	Cost + 5%

(1) Special geographic information system (GIS) software including the Arc- ESRI products, hydraulic modeling, or specific owner requested.

********** END **********

EXHIBIT D: ENGINEER'S FEE DISBURSEMENT SCHEDULE

Preliminary Design & Investigation
Task 1.....$4,537.50
Task 2.....$59,212.50

Base Contract Amount **$ 63,750.00**

Additional Services (If requested in writing by the City Engineer).....$ 6,250.00

Total Contract Amount including Additional Services **$ 70,000.00**

EXHIBIT E: PROJECT CLOSEOUT CHECKLIST

The following items must be submitted to the CITY for PROJECT closeout:

- CADD/GIS files of drawings
- Pdf's of drawings
- Lists, Maps, and Technical Memorandum from Section III

EXHIBIT F: INSURANCE CERTIFICATIONS

ARDURRA-01 KGODWIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/31/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ames & Gough
8300 Greensboro Drive
Suite 980
McLean, VA 22102

CONTACT NAME:
PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279
E-MAIL ADDRESS: admin@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Insurance Company A(XV)	20508
INSURER B : National Fire Insurance Company of Hartford A(XV)	20478
INSURER C : Continental Insurance Company A(XV)	35289
INSURER D : National Fire & Marine Insurance Company	20079
INSURER E :	
INSURER F :	

INSURED
Ardurra Group, Inc.
4921 Memorial Highway
Suite 300
Tampa, FL 33634

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			6075640222	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab.						MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			6075640236	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			6075640270	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 15,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 15,000,000
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A		6075640267	1/1/2022	1/1/2023	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Professional Liab.			42-EPP-306878-04	1/1/2022	1/1/2023	Per Claim/Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CITY OF MOBILE PROJECT #2023-3005-03

The City of Mobile, AL is included as additional insured with respect to General Liability, Automobile Liability, and Umbrella Liability when required by written contract. General Liability includes Additional Insured coverage for Completed Operations as required by written contract. General Liability, Automobile Liability, and Umbrella Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability, Automobile Liability, Workers Compensation, and Umbrella Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. Umbrella Liability coverage sits
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Mobile, AL
PO Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: ARDURRA-01 KGODWIN

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Ames & Gough		Ardurra Group, Inc. 4921 Memorial Highway Suite 300 Tampa, FL 33634
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
excess over General Liability, Automobile Liability and Employers' Liability coverage. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Professional Liability policies in accordance with policy terms and conditions.

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EXHIBIT G: SUBCONTRACTING PLAN, E-VERIFY AFFIDAVIT AND DBE UTILIZATION REPORT

STATE OF ALABAMA
COUNTY OF MOBILE

AFFIDAVIT OF VENDOR / CONTRACTOR

Before me, a Notary public, personally appeared Ernesto Aguilar (affiant) who, being duly sworn says as follows:

President/CEO of Ardurra Group, Inc.

As a condition for the award of a contract by the City of Mobile to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as President & CEO for Ardurra Group, Inc. that said employer shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate Federal Immigration Law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

I further attest that said Ardurra Group, Inc. is enrolled in the E-Verify program. The Company ID Number in the E-Verify program is as follows: 11815.

CEO of Ardurra Group, Inc.

Sworn to and subscribed before me this the 17th day of October, 2022.

I certify that the affiant is known to me to be the identical party he or she claims to be.

Signature and Seal of Notary Public

CRISTINA R HARPER
Notary Public - State of Florida
Commission # HH 293874
My Comm. Expires Aug 30, 2026
Bonded through National Notary Assn.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

DBE Compliance

DBE UTILIZATION REPORT

Return to Office of Supplier Diversity
Via email: archnique.kidd@cityofmobile.org
or
P.O. Box 1948
Mobile, AL 36633

CONTRACTOR:	Certified DBE: YES NO	Contract Start Date:
DESCRIPTION:		Estimated Completion Date:

This report is for the month of: (CHECK ONE):

JAN FEB MARCH APR MAY JUNE JULY AUG SEPT OCT NOV DEC FINAL _____

Original Contract Amount	Total Amount of Contract Changes (change orders or amendments)	Final Contract Amount (include contract changes)	Payments to Date from City of Mobile	OFFICE USE ONLY (Verification)
$	$	$	$	

Instructions: List all DBEs utilized on the contract, whether or not the firms were originally listed for DBE goal credit. List actual amount paid to each DBE firm. If the established Percentage is not being met, please include a narrative description of the progress being made in DBE participation.

DBE SUBCONTRACTOR	DBE DESCRIPTION OF WORK	DBE SUBCONTRACT AMOUNT	DBE PAYMENTS THIS REPORT	PAYMENTS TO DATE	OFFICE USE ONLY (Verification)
		$	$	$	
		$	$	$	
		$	$	$	
		$	$	$	
TOTALS		$	$	$	

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT. SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY CITY OF MOBILE OFFICE OF SUPPLIER DIVERSITY PERSONNEL AT ANY TIME.

PRINT NAME: _____

SIGNATURE: _____, _____ ___/___/____
(Title) (Date)

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

If you are submitting a proposal in response to a Request for Qualifications, Request for Proposal, or other solicitation ("Solicitations") issued by the City of Mobile, the bid specification may require you to utilize disadvantaged business enterprise ("DBE") subcontractors and suppliers. If DBE participation is required, you must complete and submit these forms with your proposal. If required, failure to submit this form will render your bid non-responsive. NOTE: To satisfy participation requirements for a federally funded project, you must utilize DBEs certified through the Alabama Unified Certification Program.

If DBE participation is required, and you fail to satisfy the participation requirement, you must show that you made a good faith effort to include such participation; you will be required to submit DBE Compliance Form 2 and include additional information if needed. When so required, failure to address adequately the good faith effort factors on Form 2 will render your bid or proposal non-responsive. The "good faith effort" factors on Form 2 are not intended to be a mandatory, exhaustive, or exclusive.

You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form. Please consult with the City Supplier Diversity Manager for a list of eligible DBEs. The "good faith effort" factors on **Form 2** are not intended to be mandatory, exhaustive, or exclusive; they are a tool to help you, and the City of Mobile, determine whether you made efforts which, by their scope, intensity, and appropriateness to the objective, would reasonably be expected to fulfill the participation requirement.

About **"DBEs"**: Disadvantaged business enterprise or DBE means a for-profit small business concern (1) That is at least 51 percent owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51 percent of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

About **"Good Faith" Effort**: Good faith efforts means efforts to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the program requirement. The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team.

Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsive.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email: Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	The Ardurra Group, Inc.
Address	210 State Street Mobile, AL 36603
Telephone	251-479-0808
E-Mail	jduplantis@ardurra.com

RFP/RFQ Solicitation Number	
Project Description	Project No: 2023-3005-03: Stickney Drainage Study Upham St. to Mobile Infirmary Blvd.
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male 918 Female 371 Minority 377 Non-minority 912 SDVO _____ Total #of Employees 1289

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jeff Duplantis

Signature: _____ Date: 10/21/22

Title: Principal in Charge

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jeff Duplantis Title: Principal in Charge

Email: jduplantis@ardurra.com Phone: 251-479-0808

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via email:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 5th Floor

FORM 1: Background and Plan (Cont'd

Section II. Subcontractors/Major Vendors Supplier Plan submitted by:

Please Print Company The Ardurra Group, Inc Your Bid/Proposal Amount $ 63,750.00 Date:
9 / 15 / 2022 Description Project No: 2023-3005-03: Stickney Drainage Study Upham St. to Mobile Infirmary Blvd.
Name of Bidder/Proposer: Jeff Duplantis

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Railroad Consultants, PLLC	844-724-5776	GIS Data Support	$3,380	5.3%	No	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: The Ardurra Group, Inc

Contact Person: Jeff Duplantis Phone 251-479-0808 Email jduplantis@ardurra.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (□)	NO (□)	Did you do these suggested areas for DBE recruitment and engagement
	X	**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified through the Alabama Department of Transportation UCP DBE Listing
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
	X	**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities. Bidders are not expected to engage unqualified subcontractors or subcontractors whose pricing, after negotiation, remains excessive or unreasonable. (Please document qualification deficiencies or unreasonable pricing if it prevented your engagement of specific DBE subcontractors.)
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities in the newspaper or other internet portals that are accessible to DBEs and/or potential subcontractors.

	X	**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.

CONTRACT RECORDS:
The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity:
1. Name, address, email address and telephone number
2. A description of information provided by the bidder/proposer or subcontractor; and
3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Section 2(B)

__X__ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers. Provide further detail in Section2(c) if the inability to break-out 15% of the value of the contract was the reason, or a reason, you could not meet the participation requirements.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. None.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Carleen Stout, Real Estate Asset Management Dept

Sponsored by:

Councilmember Gregory and Mayor Stimpson

Purpose and Scope of Project:

To provide design and construction observation of a new facility for the Mobile Police Department Mounted Unit

Amount of Contract:

$296,657.44

Funding Source

Project # Mobile Police Department Mounted Unit - New Facility PD-053-22	**Discretionary Funds**
Project String C0634 MOUNTING UNIT-NEW TRAINING CTR (20002000-42200)	**Contract Number:**4141
Budget Amendment	**REDUCE** **INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
PD-053-22 Mobile Police Department Mounted Unit - New Facility	Cover Memo	11/10/2022
PD-053-22 Financial Explanation email	Cover Memo	11/10/2022

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Blaize, Gregg	Approved	11/10/2022 - 11:22 AM
Capital	Rhodes, Brenda	Approved	11/10/2022 - 1:45 PM

Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:22 PM

RESOLUTION

2022

Sponsored by:
Mayor William S. Stimpson and Councilmember Gina Gregory

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Mayor and the City Clerk be, and they hereby are, authorized and directed to execute and attest, respectively, for and on behalf of the City of Mobile, a Contract, by and between the City of Mobile, and the company listed below, for work as outlined in the contract attached hereto and made a part hereof as though set forth in full. A copy of said contract is on file in the office of the City Clerk.

Name of Company:	GOODWYN MILLS CAWOOD, INC.
Project Name:	MOBILE POLICE DEPARTMENT MOUNTED UNIT – NEW FACILITY (CONSULTANT AGREEMENT)
Project Number:	PD-053-22
Amount:	$296,657.44

Adopted:

_____
City Clerk

CAPITAL CONTRACT SUMMARY SHEET

(2 COPIES REQUIRED)

CONTRACT #

PROJECT NAME: C0634 – MOUNTING UNIT-NEW TRAINING CTR

CAPITAL PROJECT #: C0634 (20002000-42200) **DATE OF RECEIPT:** _____

ARCHITECTURAL ENGINEERING PROJECT #: PD-053-22

CONTRACT AMOUNT: $296,657.44

PROJECT DESCRIPTION: TO PROVIDE DESIGN & CONSTRUCTION OBSERVATION OF A NEW FACILITY FOR THE MOBILE POLICE DEPARTMENT MOUNTED UNIT FACILITY (6189 MOFFETT RD).

VENDOR NAME: GOODWYN MILLS CAWOOD, INC.

VENDOR NUMBER: 276184

DEPT #: 3032 **DEPT NAME:** ARCHITECTURAL ENGINEERING

CONTRACT ADMINISTRATOR: CARLEEN STOUT (Interim Director of REAM)

Please Select by circling one (Type):

Architectural	Engineering	Testing	Professional Services
Construction (Unit Price)*	Construction**	ROW (Acquisitions)	
Performance-Contributed	Contractual	Non-Contractual	

RETAINAGE INFORMATION:

SHOULD RETAINAGE BE WITHHELD? Y ___ NO _X_ ; 5% of the 1st 50% ___ or

If different, indicate special rate _____

Unit Price Contracts are estimates per F. Kessler - do not require Change Orders

****General Construction requires Change Order for 10% overages.***

Prepared by: Katie Cassil – Secretary III **Date:** 10/27/2022

AIA® Document B101™ – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the day of in the year
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, Alabama 36633-1827

and the Architect:
(Name, legal status, address and other information)

Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602

City of Mobile Business License No.: 112553
Secretary of State Registration No.: 000-104-406

for the following Project:
(Name, location and detailed description)

Police Department Mounted Unit Facility
6189 Moffett Road
Mobile, Alabama 36618
PD-053-22
For the design and construction observation of a new facility for the Mobile Police Department's Mounted Unit.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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/
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(1161115471)
User Notes:

The Owner and Architect agree as follows.

TABLE OF ARTICLES

1 INITIAL INFORMATION

2 ARCHITECT'S RESPONSIBILITIES

3 SCOPE OF ARCHITECT'S BASIC SERVICES

4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1, Article 2 – Architect's Responsibilities, and in Exhibit A – Proposal for Architectural Services for: Mobile Police Department Mounted Unit Facility.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

As provided in the Consultant's fee proposal dated September 23, 2022, respectively.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The new Mounted Unit Facility will be approximately 10,000 Gross SF. The building will include staff offices, veterinarian storage and supply room, men and women locker rooms with showers, tack room, feed room, shaving room, hay storage, 10-12 horse stalls, and other ancillary support spaced. Outdoor spaces will include paddocks and hot walker.

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User Notes: (1161115471)

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

The estimated cost of construction for the new Police Mounted Unit Facility is Three Million, Four Hundred Ninety-One Thousand One Hundred Sixty and 00/100 ($3,491,160.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design (30%), Design Development (60%), Construction Documents (90%), and Final Documents (100%) completions.

.2 Construction commencement date:

Immediately upon receipt of written Notice to Proceed.

.3 Substantial Completion date or dates:

Within Three Hundred Sixty-Five (365) days from Notice to Proceed.

.4 Other milestone dates:

N/A

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Competitive Bid.

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

N/A

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Director of Real Estate Asset Management
City of Mobile
P. O. Box 1827
Mobile, Alabama 36633-1827

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

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User Notes: (1161115471)

N/A

§ 1.1.9 The Owner shall retain the following consultants and contractors, as required, and if not expressly included as a reimbursable expenses provided by the Architect's Fee Proposal, Exhibit A:
(List name, legal status, address, and other contact information.)

.1 Surveyor:

Wattier Surveying, Inc.
4318 Downtowner Loop, North Building, Suite II
Mobile, Alabama 36609

.2 Geotechnical Engineer:

Geotechnical Engineering Testing, Inc.
904 Butler Drive
Mobile, Alabama 36693

.2 Other, if any:
(List any other consultants and contractors retained by the Owner.)

N/A

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Jim Walker, AIA, Sr. Vice President
Goodwyn Mills Cawood, Inc.
11 North Water Street, Suite 15250
Mobile, Alabama 36602
Email: jim.walker@gmcnetwork.com
Phone: (251) 460-4006

§ 1.1.11 The Engineer shall retain the consultants identified in Sections 1.1.11.1 and as described in Exhibit A:

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

MBA Engineers, Inc.
300 20th Street North #100
Birmingham, Alabama 35203
Phone: (205) 323-6385

.2 Mechanical, Electrical, Plumbing, Telecom, Access Control, and Security Engineer:

Dell Consulting, LLC
813 Downtowner Boulevard, Suite D
Mobile, Alabama 36609
Phone: (251) 316-0015

.3 Civil Engineer:

Driven Engineering, Inc.
8005 Morris Hill Road
Semmes, Alabama 36575
Phone: (251) 649-4011

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User Notes: (1161115471)

.4 Cost Estimating:

Costing Services Group, Inc.
1270 W. Peachtree Street NW, Suite 3
Atlanta, Georgia 30309
Phone: (404) 815-9555

(Paragraphs deleted)

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form.

(Paragraph deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals, and shall affix a seal representing such licensure to all documents, as required.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services which initially shall be consistent with the time periods established in Section 1.1.4 and which shall be adjusted, if necessary, as the Project proceeds. This schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Time limits established by this schedule approved by the Owner shall not, except for reasonable cause, be exceeded by the Architect or Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Architect shall provide same at no additional cost:

A. **Workers' Compensation/Employer's Liability:**

.1 Workers' Compensation insurance in the amounts required by all applicable laws, rules or regulations of the State of Alabama.

.2 Employer's Liability with limits of not less than:
Bodily Injury by Accident $1,000,000 each accident
Bodily Injury by Disease $1,000,000 policy limit
Bodily Injury by Disease $1,000,000 each employee

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User Notes: (1161115471)

.3 Borrowed Servant/Alternate Employer endorsement in favor of City of Mobile.

B. Comprehensive General Liability Insurance:

.1 Comprehensive General Liability (occurrence form) including coverage for products/completed operations, independent contractors, and blanket contractual liability, specifically covering the obligations assumed by Contractor.

.2 Limit of Liability: $1,000,000 combined single limit of liability each occurrence bodily injury or property damage.

3. General Aggregate Limit shall apply on a "Per Project" Basis.

C. Automobile Liability Insurance:

.1 Automobile Liability Insurance to cover any auto, including owned, non-owned, and hired vehicles, with a $1,000,000 combined single limit of liability each accident for bodily injury and/or property damage.

D. Excess/Umbrella Liability Insurance

.1 Providing following form coverage for Employer's Liability, Comprehensive General Liability, and Automobile Liability.
.2 Limit of Liability: $2,000,000 combined single limit of liability each occurrence for bodily injury and/or property damage.

E. Professional Liability Insurance:

.1 Projects $0-$1,000,000, $1,000,000 annual aggregate

F. Endorsements:
All endorsements listed below are required and must be listed on the description of operations "box on the certificate of Liability Insurance" or listed separately on an attachment to the Certificate of Insurance (ACORD 101, Additional Remarks Schedule).

.1 Additional Insured: All policies of insurance, except those referenced under paragraph A and E, shall be endorsed to name City of Mobile as an Additional Insured.

.2 Waiver of Subrogation: All policies of insurance shall be endorsed to waive rights of subrogation in favor of City of Mobile.

.3 Primary and Non-Contributing: All policies of insurance, except those referenced under paragraph A, shall be endorsed to provide that all such insurances are primary and non-contributing with any other insurance maintained by City of Mobile.

.4 Notice of Cancellation: Certificates of Insurance shall provide that such insurance shall not be subject to cancellation, non-renewal nor material change without 30 days or more (except 10 days for non-payment) prior written notice thereof to the City of Mobile.

.5 Certificates of Insurance: - General: Within ten (10) calendar days from date of issuance of Contract forms for execution, Consultant shall deliver to the City of Mobile, certificates of insurance (standard ACORD format) certifying the existence and limits of the insurance coverages along with separate policy endorsements as described above. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

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§ 2.5.1 Within ten (10) calendar days from issuance of Contract forms for execution, the Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5. Consultant shall also be responsible for delivering policy renewal certificates to the City of Mobile.

(Paragraphs deleted)

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary civil, structural, mechanical, electrical, and plumbing engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

Init. /

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§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall assist in the submission of completed construction documents to governmental authorities having jurisdiction over the Project. They shall incorporate any comments and correct any design issues required for permitting approval. Application to City of Mobile permitting department hall be made at no cost to Consultant. Corrections required, if any, shall be made as part of Scope of Architect's Basis Services.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also assist in the compiling of a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

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§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.
§ 3.4.5 The Architect shall submit the technical Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

.1 Procuring the reproduction of Bidding Documents.

.2 Using Owner's approved procedures, facilitating the distribution of Bidding Documents to prospective bidders; requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders; The Architect shall pay directly for the cost of reproduction, and shall be reimbursed for out-of-pocket reproduction expenses in accordance with Owner's approved procedures.

.3 Organizing and conducting a pre-bid conference for prospective bidders, in which the Architect's Consultants shall participate;

.4 Preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.5 Participating in the opening of the bids, and subsequently review bids received, make award recommendations and document and distribute the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

(Paragraphs deleted)

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment, or when the as-built record drawings and all Close-out Documents are delivered to and approved by the Owner, whichever is latest.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, and the Architect's Consultants, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally

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familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither the Architect nor the Architect's Consultant shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect and the Architect's Consultant shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

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§ 3.6.4.2 The Architect and the Architect's Consultant shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

.1 Conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 Issue Certificates of Substantial Completion;

.3 Receive, review, and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 Issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

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§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility *(Architect, Owner, or not provided)*
§ 4.1.1.1 Programming	Architect
§ 4.1.1.2 Multiple preliminary designs	N/A
§ 4.1.1.3 Measured drawings	N/A
§ 4.1.1.4 Existing facilities surveys	N/A
§ 4.1.1.5 Site evaluation and planning	N/A
§ 4.1.1.6 Building Information Model management responsibilities	N/A
§ 4.1.1.7 Development of Building Information Models for post construction use	N/A
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Architect
§ 4.1.1.11 Value analysis	N/A
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	N/A
§ 4.1.1.14 Conformed documents for construction	Architect
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Architect
§ 4.1.1.17 Post-occupancy evaluation	N/A
§ 4.1.1.18 Facility support services	N/A
§ 4.1.1.19 Tenant-related services	N/A
§ 4.1.1.20 Architect's coordination of the Owner's consultants	N/A
§ 4.1.1.21 Telecommunications/data design	N/A
§ 4.1.1.22 Security evaluation and planning	N/A
§ 4.1.1.23 Commissioning	N/A

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	N/A
§ 4.1.1.25 Fast-track design services	N/A
§ 4.1.1.26 Multiple bid packages	N/A
§ 4.1.1.27 Historic preservation	N/A
§ 4.1.1.28 Furniture, furnishings, and equipment design	N/A
§ 4.1.1.29 Other services provided by specialty Consultants	N/A
§ 4.1.1.30 Other Supplemental Services	N/A

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

See Exhibit A

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

See Exhibit A

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

(Paragraphs deleted)

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.5 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

(Paragraph deleted)

.6 Consultation concerning replacement of Work resulting from fire or other cause during construction.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following services, as required:

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 52 (Weekly) visits to the site by the Architect during construction, as required based on progress of the work

.3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 Three (3) inspections for any portion of the Work to determine final completion.

.5 Conduct progress meetings with Contractor, Consultants and the Owner, including the Architect's during Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within eighteen (18) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

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§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

(Paragraph deleted)

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials, unless otherwise specified.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner shall not provide legal, accounting and /or insurance services for Architect, Contractor or others.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. This provision does not release the Architect from its primary responsibility for the content of the instruments of Service as defined in paragraph 7.2).

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

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ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner as negotiated. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

(Paragraphs deleted)

§ 8.1.4 This Agreement shall be governed by the Laws of the State of Alabama, and the appropriate venue for any Actions arising out of the Agreement shall be a court of proper jurisdiction in Mobile, Alabama..

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§ 8.1.5 Indemnification: The CONSULTANT shall indemnify and hold harmless City and its officers, elected officials, agents, representatives, and employees for any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and related expenses to the extent caused by CONSULTANT any negligence, recklessness, intentional tort, intellectual property infringement, or failure to pay a subconsultant or supplier that is committed by CONSULTANT or the CONSULTANT'S agent, consultant under contract, or other entity for which CONSULTANT is legally liable. CONSULTANT shall defend the City, its officials, agents, representatives, and employees against any and all claims arising out of the rendering of or failure to render professional services by CONSULTANT or its agents covered by CONSULTANT'S policy of professional liability insurance in accord with named minimum requirements. The parties acknowledge and agree that this contract requires CONSULTANT to procure and maintain professional liability insurance that satisfies the named requirements. CONSULTANT shall reimburse the City for its reasonable attorney fees, damages, losses, injuries, or other litigation costs in proportion to CONSULTANT'S liability, or in proportion to the extent CONSULTANT participates in resolution of a claim also made against the City. The parties acknowledge and agree that nothing in the foregoing shall be construed to require CONSULTANT to indemnify, hold harmless or defend the City except as permissible under Acts of Alabama 2021-318, or subsequent codifications thereof.

§ 8.1.6 Standard of Performance:
CONSULTANT shall perform all professional services under this contract with the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional.

§ 8.1.7 Force Majeure:
In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, Act of God, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Agreement, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. Costs attributable to termination do not include anticipated profit on the value of services not performed by the Architect and his Consultants.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

$0.00

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

N/A

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the State of Alabama.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, including the Owner's then-current modifications which may be obtained from the Owner's Architectural Engineering Department Office.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information. The Owner shall provide professional credit for the Architect in the Owner's

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promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

Mounted Unit Facility

A. Basic Services Stipulated Sum:	$293,257.44
B. Professional Renderings:	$ 2,800.00
C. Printing Reimbursable Expenses:	$ 600.00
D. Total Compensation: (not to exceed)	$296,657.44

.2 Percentage Basis
(Insert percentage value)

N/A

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

To be negotiated based on Architect's and/or Architect's Consultants hourly rates but, in no case shall the fee percentage of the extra work exceed the fee schedules established by the Alabama Building Commission for a Group III building or another Group as noted, for total cost of the work.

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§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	ten	percent (	10 %)
Design Development Phase	fifteen	percent (	15 %)
Construction Documents Phase	fifty	percent (	50 %)
Procurement Phase	five	percent (	5 %)
Construction Phase	twenty	percent (	20 %)
Total Basic Compensation	one hundred	percent (	100 %)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See Exhibit A

Employee or Category	Rate ($0.00)

§ 11.8 Compensation for Reimbursable Expenses
§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:
(Paragraphs deleted)
.1 Printing, reproductions.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

(Paragraphs deleted)
§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1
§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of N/A ($ N/A) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

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§ 11.10.2 Progress Payments

§ 11.10.2.1 Payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Construction Phase payments shall be monthly based upon percentage of completion.

(Insert rate of monthly or annual interest agreed upon.)

0 %

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

.1 The Architect and the Architect's Consultants shall perform Construction Contract Administration Services consistent with the General Conditions specified in the AIA Documents, including the Owner's then-current modifications and the Owner's Supplemental Conditions of the Construction Contract, current as of the date of this agreement both of which may be obtained from the Owner's Architectural Engineering Department.

.2 The Architect shall provide the final estimate for construction cost, complete set of drawings, project manual and addenda in electronic format along with the certification of the bids and recommendation for contract award.

.3 Drawings shall be in AutoCAD Version 14 or later. Project manual shall be in Microsoft Word version 97 or later. Estimates to be Microsoft Excel 97 or later. Both should be turned over to Owner at the end of Construction Phase.

.4 Architects shall assist in making permitting application to Authorities having Jurisdiction as per Article 3.4.2 of this document.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- a. Proposal for Architectural Services, Exhibit A
- b. Architect's Certificate of Insurance with Endorsements
- c. Architect's E-Verify Documentation
- d. Architect's Alabama Secretary of State Entity
- e. Architect's Subcontracting Plan for Disadvantaged Business Enterprises

.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

N/A

.3 Exhibits:

(Check the appropriate box for any exhibits incorporated into this Agreement.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

Init. /

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User Notes: (1161115471)

(Insert the date of the E204-2017 incorporated into this agreement.)

N/A

[ ] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

N/A

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

ARTICLE 14 NON DISCRIMINATION

§ 14.1 Consultant shall comply with all Federal, State and local laws concerning nondiscrimination, including but not limited to City of Mobile Ordinance No. 14-034 which requires, *inter alia*, that all contractors performing work for the City of Mobile not discriminate on the basis of race, creed, color, national origin or disability, require that all subcontractors they engage do the same, and make every reasonable effort to assure that fifteen percent of the work performed under contract be awarded to socially and economically disadvantaged individuals and business entities.

ARTICLE 15 IMMIGRATION LAW

§ 15.1 By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

ARTICLE 16 PUBLIC CONTRACTS WITH ENTITIES ENGAINGIN IN CERTAIN BOYCOTT ACTIVITIES

§ 16.1 By signing this contract, the Consultant further represents and agrees that it is not currently engaged in, nor will it engage in, any boycott of a person or entity based in or doing business with a jurisdiction with which the State of Alabama can enjoy open trade.

ARTICLE 17 SEVERABILITY CLAUSE

§ 17.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the court or other tribunal making such determination is authorized and instructed to modify this Agreement so as to effect the original intent of the parties as closely as possible so that the transactions and agreements contemplated herein are consummated as originally contemplated to the fullest extent possible.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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User Notes: (1161115471)

This Agreement entered into as of the day and year first written above.

City of Mobile

OWNER *(Signature)*

ARCHITECT *(Signature)*

William S. Stimpson, Mayor
(Printed name and title)

Jim Walker, AIA, Sr. Vice President
(Printed name, title, and license number, if required)

ATTEST:

City Clerk

STATE OF ALABAMA
COUNTY OF MOBILE
Before me, the undersigned a Notary Public in and for said County and State, personally appeared Jim Walker as Sr. Vice President of Pickering Mills Cawood and after being duly sworn, did depose and say that he, as such officer and with full authority, signed the above and foregoing voluntarily as the act of .

Sworn to and subscribed for me this 21st day of Sept, 2022.

NOTARY PUBLIC
My Commission Expires: January 11, 2025

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User Notes: (1398369130)

Goodwyn Mills Cawood

2039 Main Street
P.O. Box 1127
Daphne, AL 36526

T (251) 626-2626
F (251) 626-6934

www.gmcnetwork.com

September 23, 2022

Via E-mail

David Cordingly
Capital Improvement Project Manager
Architecture and Engineering Department
City of Mobile
205 Government Street
Mobile, Alabama 36602

RE: CITY OF MOBILE POLICE DEPARTMENT MOUNTED UNIT FACILITY

Dear David,

Goodwyn Mills and Cawood (GMC) sincerely appreciate the opportunity to present this proposal to provide architectural and engineering design services for a new Police Department Mounted Unit Facility for the City of Mobile.

PROJECT SCOPE:
The new Mounted Unit Facility will be approximately 10,000 Gross SF. The building will include offices, veterinarian storage and supply room, men and women locker rooms with showers, tack room, feed room, shavings room, hay storage, 10-12 horse stalls, and other ancillary support spaces. Outdoor spaces will include a new paddocks and hot walker.

An open covered arena is not included in this phase of work.

GMC SCOPE OF WORK:

Architectural and Engineering – Basic Services
- Site/Civil Design
- Landscaping per COM ordinances, paddocks and fencing; no irrigation design is included
- Structural Engineering
- Architecture and interior design
- Detailed Cost Estimating
- Electrical Engineering including Fire Alarm
- Site Lighting per COM ordinances
- Mechanical and Plumbing Engineering including Fire Protection
- Bidding and Construction Administration

GMC DETAILED SCOPE OF WORK – BASIC SERVICES:

Civil Engineering:
a. Civil Design Drawings and Specifications
b. Grading, drainage, and Erosion control
c. Parking Design
d. Zoning Analysis
e. Site Utilities
f. Storm Water Retention
d. Landscaping for parking lot and building. No irrigation design is included

Architectural Design:
a. Code Review and Compliance including ADA Guidelines

b. Predesign and Programming
c. Architectural Drawings including site plan, floor plans, building elevations, schedules, and details of building components and casework. Monument sign.
d. Architectural Specifications and shop drawing review
e. Submit set of Construction Drawings and Specifications to authorities having jurisdiction.
f. Obtain permits including any revisions.

Structural Engineering:
a. Foundation Design based on Geotechnical report and recommendations.
b. Structural Design Drawings and Details
c. Specifications and shop drawing review

Electrical Engineering:
a. Standard Power design/coordination with mechanical requirements
b. Lighting – Power and switching, including egress lighting, exit signs and fixture schedule
c. Fire Alarm System – Provided by performance specification
d. Site lighting design for parking area only, per COM ordinances
e. Security and Telecom – will provide conduit, and pull strings, backer boards for COM installation
f. Electrical specifications and shop drawing review

Mechanical Engineering:
a. HVAC interior components load calculations
b. Exhaust system design
c. Smoke Evacuation System Design
d. Specifications and Shop drawing review
f. Fly control system

Plumbing Design:
a. Sanitary waste and vent system
b. Domestic cold and hot water system
c. Fire Protection by performance specification
d. Specifications and Shop drawing review

Bidding and Construction Administration Services:
a. Provide Advertisement for Bidders.
b. Review and Response to Contractor RFI's
c. Conduct Pre-Bid Meeting – Provide Meeting Minutes
d. Conduct Bid Opening and Certification of Received Bids
e. Minimum of one site visit per week and as needed w/ Construction Observations Reports with backup photo documentation. Anticipated 52 visits by Architecture team, Structural will provide 5 visits at appropriate stages and construction, MEP consultant will provide 4 site visits. Additional site visits requested beyond the amount noted above will be considered additional services.
f. Closeout documents and year end inspections

PROFESSIONAL SERVICES FEE, EXPENSES, & DELIVERABLES SCHEDULE:
A preliminary opinion of probable cost of work is as follows for construction; this opinion of cost is preliminary and subject to change depending on final decisions and outcomes reached regarding programming and design:

Mounted Unit Facility			
Heated and Cooled Area		2,500 SF	$1,000,000
Stalls, Shavings Room & Storage		8,036 SF	$2,491,160
Total	**280'x150'**	**10,536 SF**	**$3,491,160**

Cost of the Work	Basic Fee in Percent
2,500,001 – 3,000,000	8.6%
3,000,001 – 3,500,000	8.4%
3,500,001 – 4,000,000	8.4%

The below fee calculation is preliminary and subject to change depending on site work, final building size and final programming scope of work. Our preliminary fee for Basic Services based on the scope outlined above includes (Site/Civil, Structural, Architectural, Mechanical, Electrical and Plumbing) and therefore be $3,491,160 x 8.4% = $293,257.44 The A/E Fee will be billed as follows:

Schematic Design 10%	$29,325.74
Design Development 15%	$43,988.61
Construction Documents 50%	$146,628.72
Bidding & Negotiation 5%	$14,662.87
Construction Administration 20%	$58,651.50
AE Basic Services Total	***$293,257.44***

ADDITIONAL SERVICES:

The following items are not included in the Basic Design Services, as they are either not a requirement of the project scope, customarily provided by the Owner, or provided by a specialty consultant. GMC would gladly provide you with cost and fee proposal for any of these services and add them to our fee proposal.

- Survey – Provided by City of Mobile
- Geotechnical Engineering – Provided by City of Mobile
- Environment Phase I and Phase II
- Roadway or driveways and utilities leading to the building
- FF&E (for offices & conf. room only) and interior signage
- Construction Material Testing and Special Inspections – Provided by City of Mobile
- Construction staking
- Building Envelope Consultant
- Telecommunications design
- Building commissioning
- Record drawings submission – GC will provide As-built drawings
- Full-time, on-site construction representation
- 3D computer generated color rendering(s)
- Security system design

HOURLY RATES

Hourly rates apply to hourly work, or may be utilized for Owner authorized additional services work where approved in advance. The following rate schedule is currently in effect, and is subject to annual adjustments which shall not exceed 10% of the rates scheduled herein

Principal	$240.00/ hour
Senior Architect, Engineer	$190.00/ hour
Architect, Engineer, Interior Design I/ Hydrogeologist/ Ecologist	$170.00/ hour
Architect, Engineer, Interior Design II/ Land Surveyor	$150.00/ hour
Architect, Engineer Intern I/ Geologist/ Biologist	$130.00/ hour
Architect, Engineer Intern II/ Resource Analyst	$110.00/ hour
CADD Technical I	$105.00/ hour
CADD Technical II/ Draftsman	$90.00/ hour
CADD Technical III	$80.00/ hour
Construction Administration/ ROW Acquisition	$115.00/ hour
Administrative	$70.00/ hour

REIMBURSABLE EXPENSES:

Reimbursable Expenses are project related expenses that accrue over the course of design and construction phases of the project. We do not consider telephone charges (including long distance), faxing, scanning, in-house small document copying, costs associated with e-mail correspondence or costs associated with maintaining our CAD/ BIM software and systems as reimbursable expenses.

The following expenses are reimbursable, and will be invoiced monthly as incurred at our cost:

- Printing/mounting and material costs including drawings for presentations, meetings, contractor pricing, permitting, and discussion purposes.
- Costs for shipping documents.
- Professional renderings requested by the Owner. $2,800 per exterior view
- The reimbursable expenses of our consultants

Anticipated costs for Reimbursable Expenses:

Printing - (2) Sets of plans and specifications	$600
Advertisement – By City of Mobile	$0
Shipping - By City of Mobile	$0
Additional Site Visits per person	$800 per visit

DESIGN and CONSTRUCTION SCHEDULE:

We have reviewed the anticipated scope of services and work as outlined above, and propose the following design schedule upon receipt of a written Notice to Proceed or Signed Proposal.

Schematic Design	4 Weeks
Design Development	4 Weeks
Construction Documents	6 Weeks
Advertisement - Bidding and Negotiation	6 Weeks
Construction Administration	10 - 12 Months

SUMMARY:

David,

We are excited about this opportunity and look forward to working with you. Please feel free to contact me, at your convenience, to discuss any portion of this proposal.

GMC LLC Sincerely,

Jim Walker, AIA
Vice President

Should the above proposal be acceptable please return a signed copy for our files.

Accepted:_____ Date:_____

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

Bidders and Proposers – Please complete and submit these forms as required by your City of Mobile Bid or Proposal Specification.

This document provides information to the City of Mobile about the subcontractors and major suppliers you intend to use to complete this contract. Failure to submit this form, when so required by the bid or proposal specification, will render your bid non-responsible. Not all specifications require this form to be completed, or may require its completion under varying circumstances. Refer to the specification for direction.

The City of Mobile will use this form to:

- Understand your intended use of subcontractors and major suppliers as part of your bid/proposal submission.
- Evaluate your capability to complete the performance of this contract.
- Determine your use of Disadvantaged Business Enterprises (DBEs) as subcontractors and suppliers.
- For certain contracts, assess whether you exercised "good faith efforts" to use DBE subcontractors and suppliers for at least 15% of the value of your bid/proposal amount. (See City of Mobile City Code Sec. 14-2.)

Include this form with your bid/proposal submission. Should your bid be considered the lowest responsible bid, you will have the opportunity to update this form at contract signature. You also will be required to re-verify your information at contract conclusion.

The bid specification may require you to attempt in "good faith" to use DBE subcontractors and suppliers for at least 15% of the value of your bid in the performance of this contract. If you don't have that level of DBE subcontractor / supplier usage (as documented on **Form 1)**, you are required to complete the "good faith effort" documentation on **Form 2**. When so required, failure to adequately address the good faith effort factors on **Form 2** will render your bid or proposal as non-responsive. The determination whether the bid or proposal adequately demonstrates and documents a DBE subcontractor/supplier plan, or good faith efforts to complete such a plan, will be at the sole discretion of the City of Mobile. You are encouraged to work with the City of Mobile Supplier Diversity Manager when preparing this form.

About **"DBEs"**: The City of Mobile considers businesses owned by minorities, women, or disabled veterans to be DBEs. Please consult with the City Supplier Diversity Manager for clarification or lists of certified DBEs.

About **"Good Faith" Effort**: The City of Mobile expects contractors holding large contracts to recruit and engage DBEs to be a part of their team. If the specification sets, and you cannot meet, the 15% target, you must show us how you attempted to recruit and engage DBEs to meet this target. This helps the City identify DBE market weaknesses for development, and ensures all bidders are equally considering this obligation in preparing a bid. The "good faith effort" factors on **Form 2** are not intended to be a mandatory, exhaustive, or exclusive. They are a tool to help you, and to help the City consistently and fairly consider your effort.

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

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Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section I. Information about your company

Company	Goodwyn Mills and Cawood, LLC
Address	11 N. Water Street, Suite 15250, Mobile AL 36602
Telephone	251-460-4006
E-Mail	jim.walker@gmcnetwork.com

RFP/RFQ Solicitation Number	PD-053-022
Project Description	POLICE DEPARTMENT MOUNTED UNIT FACILITY
Is your company a DBE company?	Yes ☐ No ☒
Work force demographics	Male X Female X Minority X Non-minority X Vets X Total #of Employees 450

Subcontractor/Major Supplier Plan submitted by:

Printed Name: Jim Walker

Signature: _____ Date: 9/21/2022

Title: Senior Vice President

The following employee will be designated as the **DBE Liaison** for all communication regarding DBE participation including documentation for DBE participation and maintenance of records of Good Faith Efforts for this contract award:

Name: Jim Walker Title: Senior Vice President

E-mail:_ Phone: jim.walker@gmcnetwork.com - 251-460-4006

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Contact Office of Supplier Diversity for questions on completing this form.
Via emai:Archnique.kidd@cityofmobile.org
251.208.7967
205 Government Street, 4th Floor

FORM 1: Background and Plan

Section II. Plan for Subcontractors and Major Vendors

This form asks for your intentions to utilize subcontractors and suppliers as a potential contractor for the city of Mobile. For purposes of this form, disadvantaged individuals or enterprises include persons or small-business-enterprise owners who are women, members of a racial minority, or disabled military veterans.

RFP/RFQ/Bid # _____ Your Bid/Proposal Amount $ 310,713.24 Date: 9 / 21 / 2022

Description Police Department Mounted Unit Facility

Name of Bidder/Proposer: Goodwyn Mills Cawood LLC.

I intend to use the following subcontractors: (Attach additional pages if necessary)

Subcontractor or Major Supplier	Phone	Scope of Work to be performed	$$ Value to be Performed	% Of Your Bid Amount	DBE?	Official Verification Only
Driven Engineering	251-649-4011	Site/Civil Engineering	$31,071	10%	Yes	
MBA Engineers Inc.	205-323-6385	Structural Engineering	$15,535.65	5%	Yes	
CSG	404-815-9555	Cost Estimating	$8,500	2.7%	Yes	

OFFICE OF SUPPLIER DIVERSITY

CITY OF MOBILE

Subcontracting and Major Supplier Plan

Form 2: Good Faith Effort Documentation

Name of Bidder: Goodwyn Mills Cawood LLC.

Contact Person: Jim Walker Phone 251-460-4006 Email jim.walker@gmcnetwork.com

Please complete this form if you are unable to identify DBE subcontractors or suppliers to reach 15% of the value of your bid.

YES (☐)	NO (☐)	Did you do these suggested areas for DBE recruitment and engagement
X		**PRE-BID MEETING(S):** The bidder attended all pre-bid meetings scheduled by the City to inform DBEs of contracting and subcontracting opportunities.
	X	**CMDBE/ALDOT DBE LIST(S):** The bidder utilized the Office of Supplier Diversity's list or lists of certified ALDOT DBE 's
	X	**SMALL CONTRACT(S):** The bidder selected specific portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goals (including breaking down contracts into smaller units to facilitate DBE participation). Consider support services, including insurance, accounting, temporary labor, and transportation, landscaping, and janitorial as potential areas for DBE use.
X		**FOLLOW-UP:** The bidder followed-up initial indications of interest by DBEs by contacting those DBEs to determine with certainty if they remained interested in bidding.
	X	**ADVERTISEMENT:** The bidder advertised in general circulation and/or trade association publications concerning subcontracting opportunities, and allowed DBEs reasonable time to respond.
	X	**INTERNET ADVERTISING:** The bidder advertised DBE and/or subcontracting opportunities on the *City of Mobile* Facebook page or other internet portals that are accessible to DBEs and/or potential subcontractors.
X		**GOOD FAITH NEGOTIATIONS:** The bidder negotiated in good faith with interested DBEs and did not reject DBEs as unqualified without sound business reasons based on a thorough investigation of their capabilities.

X		**INFORMATION:** The bidder provided interested DBEs with adequate information about the plans, specifications and requirements of the subcontract.
	X	**WRITTEN NOTICE(S):** The bidder/proposer took the necessary steps to provide written notice in a manner reasonably calculated to inform DBEs of subcontracting opportunities and allowed sufficient time for them to participate effectively.
	X	**COMMUNITY RESOURCES:** The bidder/proposer used the services of available community organizations, small and/or disadvantaged business assistance offices and other organizations that provided assistance in the recruitment and placement of DBE firms.
X		**CONTRACT RECORDS:** The bidder/proposer has maintained the following records for each DBE that has bid on the subcontracting opportunity: 1. Name, address, and telephone number; 2. A description of information provided by the bidder/proposer or subcontractor; and 3. A statement of whether an agreement was reached, and if not, why not, including any reasons for concluding that the DBE was unqualified to perform the job.

Please indicate if any of the following applied:

_____ There are not ways to break out 15% of the value of this contract for subcontractors / suppliers.

_____ Could not find sufficient DBEs to provide subcontracting or supplier services.

_____ DBEs were available but did not have sufficient qualifications or experience to meet the needs of this contract.

Please indicate additional efforts you have taken to recruit and engage DBEs. _____

_____

_____

Suggestions or comments to improve this program. _____

_____

Alabama Secretary of State

Goodwyn, Mills & Cawood, Inc.	
Entity ID Number	000 - 104 - 406
Entity Type	Domestic Corporation
Principal Address	MONTGOMERY, AL
Principal Mailing Address	Not Provided
Status	Exists
Place of Formation	Montgomery County
Formation Date	05/31/1985
Registered Agent Name	THACKSTON, GALEN
Registered Office Street Address	2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117
Registered Office Mailing Address	PO BOX 242128 MONTGOMERY, AL 36124
Nature of Business	ENGINEERING
Capital Authorized	$500
Capital Paid In	---
Incorporators	
Incorporator Name	JOHNSON, D KYLE
Incorporator Street Address	Not Provided
Incorporator Mailing Address	Not Provided
Annual Reports	
Annual Report information is filed and maintained by the Alabama Department of Revenue. If you have questions about any of these filings, please contact Revenue's Business Privilege Tax Division at 334-242-1170 or www.revenue.alabama.gov. The Secretary of State's Office cannot answer questions about or make changes to these reports.	
Report Year	1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021
Transactions	
Transaction Date	06/30/1997
Capital Amounts Changed From	$10,000 Authorized --- Paid In
Transaction Date	12/29/1999
Miscellaneous Filing Entry	CANCELLATION OF REACQUIRED SHARES
Transaction Date	03/20/2000
Miscellaneous Filing Entry	AMENDMENT FILED

Goodwyn, Mills & Cawood, Inc.	
Transaction Date	12/30/2002
Legal Name Merged	Goodwyn, Mills & Cawood Environmental Consultants, Inc.
Transaction Date	12/30/2002
Miscellaneous Filing Entry	MRG FILED THIS DATE EFFECTIVE 12/31/02@11:59P
Transaction Date	10/31/2005
Registered Agent Changed From	MILLS, DONALD A B 125 INTERSTATE PARK DR MONTGOMERY, AL 36109
Transaction Date	09/05/2018
Agent Mailing Address Changed From	* Added
Transaction Date	09/05/2018
Registered Agent Changed From	CAWOOD, WILLIAM S 2660 EASTCHASE LANE STE 200 MONTGOMERY, AL 36117

Scanned Documents

Purchase Document Copies

Document Date / Type / Pages	05/31/1985 Certificate of Formation 5 pgs.
Document Date / Type / Pages	06/30/1997 Capital Amounts Change 4 pgs.
Document Date / Type / Pages	12/29/1999 Miscellaneous Entry 1 pg.
Document Date / Type / Pages	03/20/2000 Miscellaneous Entry 2 pgs.
Document Date / Type / Pages	12/30/2002 Merger 12 pgs.
Document Date / Type / Pages	10/31/2005 Registered Agent Change 1 pg.
Document Date / Type / Pages	09/05/2018 Registered Agent Change 2 pgs.

Browse Results New Search

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Goodwyn Mills Cawood LLC
Company Facility Address	2660 EastChase Lane Suite 200 Montgomery, AL 36117
Company Alternate Address	P.O. Box 242128 Montgomery County, AL 36124
County or Parish	Montgomery
Employer Identification Number	85-4128572
North American Industry Classification Systems Code	Professional, Scientific, And Technical Services (541)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	23

If you have any questions, contact E-Verify at 1-888-464-4218.

Approved by:

Employer	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SyncHR, Inc.	
Name (Please Type or Print) Kari Guthrie	Title
Signature Electronically Signed	Date January 06, 2022
Department of Homeland Security - Verification Division	
Name	Title
Signature	Date

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

Alabama	10
South Carolina	2
Tennessee	2
Georgia	5
Florida	3
Louisiana	1

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Amanda Davis
Phone Number	(334) 271-3200 e xt. 201
Fax Number	
Email Address	amanda.davis@gmcnetwork.com

Name	Angela Miller
Phone Number	(334) 271-3200 e xt. 234
Fax Number	
Email Address	angelamiller@gmcnetwork.com

Client#: 4652 GOOMI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Harmon Dennis Bradshaw, Inc.
334-273-7277
P.O. Box 241667
Montgomery, AL 36124

CONTACT NAME: Julie Faulkner
PHONE (A/C, No, Ext): 334-273-7277 FAX (A/C, No): 334-273-9197
E-MAIL ADDRESS: jfaulkner@hdbinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Insurance Co.	25615
INSURER B : Travelers Property Casualty Co of Ameri	25674
INSURER C : AGCSIF/Midwest Employers Casualty Co.	23612
INSURER D : Midwest Employers Casualty Company	23612
INSURER E : Phoenix Insurance Company	25623
INSURER F : Continental Insurance Company	35289

INSURED
Goodwyn Mills & Cawood, Inc.
Goodwyn Mills Cawood, LLC.
PO Box 242128
Montgomery, AL 36124

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE | X | OCCUR	X	X	6600J635966COF22	03/03/2022	03/03/2023	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY | X | PRO-JECT | | LOC						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY | | SCHEDULED AUTOS X HIRED AUTOS ONLY | X | NON-OWNED AUTOS ONLY	X	X	8100N4186272243G	03/03/2022	03/03/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB | X | OCCUR			CUP7K3140622243	03/03/2022	03/03/2023	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB | | CLAIMS-MADE						AGGREGATE	$4,000,000
F	DED X RETENTION $10,000			6050024662EXCESS	03/03/2022	03/03/2023		$6,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			CA1452022 AL Only	01/01/2022	01/01/2023	X PER STATUTE | OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A			PGSC180024	01/01/2022	01/01/2023	E.L. EACH ACCIDENT	$1,000,000
C	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			EWC009234	01/01/2022	01/01/2023	E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

WC Alabama Policy - Waiver of Subrogation is included in favor of certificate holder when required by written contract.

Alabama Work Comp-Regarding effective and expiration, both days are at 12:01 Standard Time at the insured's

(See Attached Descriptions)

CERTIFICATE HOLDER

City of Mobile
Architectural Engineering Department
P. O. Box 1827
Mobile, AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CMC

DESCRIPTIONS (Continued from Page 1)

address. Coverage under this program is limited to the Alabama Workers Compensation Act. Alabama Associated General Contractors Self Insurers Fund (DBA: Comp Trust AGC) is rated by A.M. Best and their rating is A- VII. Midwest Employers Casualty Company is rated by A.M. Best and their rating is A+ XV.

Work Comp Out of State policy applies to the following States: GA, SC, TN, TX, FL, MS, LA
Blanket WOS is included for WC Out of State Policy.

RE: PD-053-22; Police Department Mounted Unit Facility, 6449 Moffett Road, Mobile, Alabama 36618

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jackie Murk
RSC Insurance Brokerage, Inc. 109 Columbiana Road Birmingham AL 35209	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jmurk@risk-strategies.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XL Specialty Insurance Company	37885
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Goodwyn Mills & Cawood, LLC
Goodwyn, Mills & Cawood, Inc.
P.O. Box 242128
Montgomery AL 36124

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR9995830	07/01/2022	07/01/2023	Each Claim	$2,000,000
							Aggregate	$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: PD-053-22; Police Department Mounted Unit Facility, 6449 Moffett Road, Mobile, Alabama 36618.

CERTIFICATE HOLDER

City of Mobile Architectural Engineering Department
P. O Box 1827
Mobile AL 36633-1827

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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State of Alabama
Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM
Goodwyn Mills Cawood, LLC

ADDRESS
2660 EastChase Lane, Suite 200

CITY, STATE, ZIP
Montgomery, Alabama 36117

TELEPHONE NUMBER
(334) 271-3200

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD
City of Mobile

ADDRESS
Post Office Box 1827

CITY, STATE, ZIP
Mobile, AL 36633-1827

TELEPHONE NUMBER
(251) 208-7454

This form is provided with:

☑ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☑ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
See Attached		

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☑ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
N/A		

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
N/A		

OVER

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
Gregory P. Jones (Chuck)	4008 Johnston Dr.,Montgomery, AL 36109	Jennifer J. Jones	Dept. of Finance

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Jennifer J. Jones is the spouse of Gregory P. Jones, a shareholder in GMC. Mrs. Jones is an employee of the Division of Construction Management, Department of Finance, in the accounting department.

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

N/A

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
N/A	

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed $10,000.00, is applied for knowingly providing incorrect or misleading information.

Angela Miller — Signature — 9/19/22 — Date

Rebecca Welch Harris — Notary's Signature — 9/19/22 — Date — 3/8/25 — Date Notary Expires

REBECCA WELCH HARRIS NOTARY PUBLIC ALABAMA STATE AT LARGE

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of $5,000.

STATE OF ALABAMA DISCLOSURE STATEMENT

State Agency/Department	Type of Goods/Services	Amount Received (Fiscal 2020)
Alabama Indus. Training Dev. (AIDT)	Architecture/Engineering	$172,175.00
Alabama Bldg Renov. Finance Authority	Architecture/Engineering	$129,622.00
Alabama Dept. of Conservation	Architecture/Engineering	$218,733.00
Alabama Dept. of Corrections	Architecture/Engineering	$660,306.00
Alabama of Human Resources (DHR)	Architecture/Engineering	$462,192.00
Alabama Department of Transportation	Architecture/Engineering	$221,083.00
Alabama Forestry Commission	Architecture/Engineering	$2,000.00
Alabama Historical Commission	Architecture/Engineering	$32,178.00
ALDOT Bureau of Materials & Tests	Architecture/Engineering	$96,762.00
Athens State University	Architecture/Engineering	$73,000.00
Auburn University	Architecture/Engineering	$2,897,155.00
Auburn University Montgomery	Architecture/Engineering	$90,503.00
Bishop State Community College	Architecture/Engineering	$263,973.00
Calhoun Community College	Architecture/Engineering	$58,615.00
Enterprise State Community College	Architecture/Engineering	$278,370.00
Gadsden State Community College	Architecture/Engineering	$45,942.00
Lurleen B. Wallace Community College	Architecture/Engineering	$30,868.00
Reid State Technical College	Architecture/Engineering	$10,240.00
Retirement Systems of Alabama	Architecture/Engineering	$842,212.00
Troy University	Architecture/Engineering	$30,510.00
University Charter School	Architecture/Engineering	$298,050.00
University of Alabama-Birmingham	Architecture/Engineering	$2,572,592.00
University of North Alabama	Architecture/Engineering	$2,812.00
University of South Alabama	Architecture/Engineering	$1,485,507.00
University of West Alabama	Architecture/Engineering	$79,139.00
Wallace Community College	Architectural/Engineering	$137,130.00
Various Boards of Education		
Alabaster City	Architecture/Engineering	$7,925.00
Andalusia City	Architecture/Engineering	$2,130.00
Barbour County	Architecture/Engineering	$1,153.00
Cullman City	Architecture/Engineering	$440,267.00
DeKalb County	Architecture/Engineering	$36,575.00
Elmore County	Architecture/Engineering	$1,074,778.00
Enterprise City	Architecture/Engineering	$5,453.00
Fort Payne City	Architecture/Engineering	$141,377.00
Gulf Shores City	Architecture/Engineering	$30,445.00
Henry County	Architecture/Engineering	$174,278.00
Homewood City	Architecture/Engineering	$260,363.00
Hoover City	Architecture/Engineering	$15,567.00
Jefferson County	Architecture/Engineering	$150,550.00
Lee County	Architecture/Engineering	$1,153.00
Madison City	Architecture/Engineering	$25,550.00
Madison County	Architecture/Engineering	$25,609.00
Mobile County	Architecture/Engineering	$46,153.00
Morgan County	Architecture/Engineering	$284,965.00
Mountain Brook City	Architecture/Engineering	$376,648.00
Tallapoosa County	Architecture/Engineering	$6,127.00

This information has been compiled and is being provided to the best of our knowledge and ability. We have no way of knowing the amount of local funds paid by each school board on PSCA projects.

Cassil, Katie

From: Cordingly, David
Sent: Wednesday, November 9, 2022 10:20 AM
To: Cassil, Katie
Subject: FW: Consolidation of Capital Accounts
Attachments: Resolution- Mounted Unit Alabama Muni Trust.pdf

Katie,

The below email thread indicates the MPD granting me authority over the project and Relya's response regarding the resolution she wrote.

I have already informed Brenda Rhodes that the work flow needs to be changed to the AE department and she has acknowledged that this has been done.

Let me know if you need anything else.

Thank you,

David M. Cordingly
Capital Improvement Project Manager
Architectural Engineering Department
City of Mobile
251-208-7637

From: Mallory, Relya <mallory@cityofmobile.org>
Sent: Thursday, November 3, 2022 5:17 PM
To: Cordingly, David <david.cordingly@cityofmobile.org>; Rhodes, Brenda <brenda.rhodes@cityofmobile.org>
Cc: Greeley, Rodney <rodney.greeley@cityofmobile.org>; Reed, Jr, William <william.reed@cityofmobile.org>
Subject: RE: Consolidation of Capital Accounts

Attached, please find the Resolution to be added to 11/15 agenda. Also, below, Major Reed approved changing the workflow from Police to AE. David, please email Brenda Rhodes the Department number you want to use for the new AE workflow.

Brenda, please respond "Done" when you have completed the workflow change.

Thank you all,

Relya

From: Reed, Jr, William <william.reed@cityofmobile.org>
Sent: Thursday, November 3, 2022 3:44 PM
To: Mallory, Relya <mallory@cityofmobile.org>; Greeley, Rodney <rodney.greeley@cityofmobile.org>
Cc: Cordingly, David <david.cordingly@cityofmobile.org>
Subject: Consolidation of Capital Accounts

Ms. Relya,

Please have capital accounts C0626 (Pole Barn) $67,500.00 and C0634 (Mounted Training Facility) $315,954.49 consolidated. The pole barn and mounted training facility serve the same purpose to house horses for the mounted unit. Please let me know if there is any additional explanation needed. Also Mr. Cordingly with AE will need to be the approver for this account once consolidated.

Major William H. Reed
Administrative Support Services
Mobile Police Department
251-208-1265

" Those who would lead others must first lead themselves out of the darkness of their own pretentious narcissistic shadow."

RESOLUTION

Sponsored by: William S. Stimpson, Mayor

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the sum of $67,500.00 be transferred from Capital Project #C0626 Pole Barn-Mounted Unit in the Alabama Municipal Trust Fund (Fund 2010) to Capital Project #C0634 Mounted Unit-New Training Facility.

These funds are being consolidated in an effort to prioritize construction of the Mounted Unit-Training Facility and better manage the costs.

Adopted: _____

_____

Lisa C. Lambert, City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize Mobile Airport Authority to amend its Charter.

Amount of Contract:
n/a

Effective Date of Contract:
11/22/2022

Funding Source

Project # Resolution Approving Amendment of Charter Documents and Bylaws of Mobile Airport Authority

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution Approving Amendment of Charter Documents and Bylaws of Mobile Airport Authority	Resolution Letter	11/10/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/10/2022 - 11:10 AM

Legal	Kern, Chris	Approved	11/10/2022 - 11:32 AM
Mayors Office	Montgomery, Brandi	Approved	11/10/2022 - 2:23 PM

2022

RESOLUTION APPROVING AMENDMENT
OF CHARTER DOCUMENTS AND BYLAWS OF
MOBILE AIRPORT AUTHORITY

Sponsored by: William S. Stimpson, Mayor

WHEREAS, the Board of Directors of the Mobile Airport Authority by Resolution dated September 28, 2022, has amended its Certificate of Incorporation to change its number of maximum board members from five to seven; and

WHEREAS, by the same Resolution dated September 28, 2022, the Board of Directors of the Mobile Airport Authority amended Article IV, Section 4.2 of its Bylaws, to authorize a maximum of seven board members, to be nominated by the Mayor and confirmed by the City Council as provided in Code of Alabama (1975) Section 11-44(c) 37 (3); and

WHEREAS, the City Council has the power to approve the Certificate of Incorporation of the Mobile Airport Authority as provided in Code of Alabama (1975) Section 4-3-2;

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that the amendment of the Certificate of Incorporation of the Mobile Airport Authority is appropriate and necessary and the same is APPROVED and AUTHORIZED.

ADOPTED:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmembers Carroll, Small, Daves and Gregory

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	11/22/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 12:13 PM

01-062 2022

AN ORDINANCE TO AUTHORIZE THE OPERATION OF MEDICAL CANNABIS DISPENSING SITES WITHIN THE CITY LIMITS OF THE CITY OF MOBILE, ALABAMA

Sponsored by: Councilmembers Penn, Carroll, Small, Daves and Gregory

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

Section 1. Definitions of Capitalized Terms.

(a) For purposes of this Ordinance, the following terms have the following meanings:

(i) **Act** means Chapter 2A of Title 20 of the Code of Alabama 1975.

(ii) **City** means the City of Mobile, Alabama.

(iii) **Commission** means the Alabama Medical Cannabis Commission created pursuant to the Act.

(iv) **State** means the State of Alabama.

(b) For purposes of this Ordinance, the following terms have the meanings assigned thereto in the Act:

(i) Dispensary;

(ii) Dispensing Site;

(iii) Integrated Facility;

(iv) Medical Cannabis.

Section 2. Findings and Determinations

The City has heretofore, upon evidence duly presented to and considered by it, found and determined, and does hereby find, determine and declare that:

(a) The Act authorizes the:

(1) use of Medical Cannabis in the State by certain patients with qualifying medical conditions meeting the requirements of the Act;

(2) regulation by the Commission of all aspects of the use, cultivation, processing, dispensing and transportation of Medical Cannabis from seed to sale in the State; and

(3) Commission to grant licenses to Medical Cannabis Licensees in the manner prescribed in the Act.

(b) Section 20-2A-51(c) of the Act provides that:

(1) the Commission shall not permit the operation of a Dispensing Site in any municipality in the State unless the governing body of said municipality, by ordinance, has authorized the operating of Dispensing Sites within its corporate limits;

(2) any municipality that adopts an ordinance authorizing the operation of Dispensing Sites within its corporate limits shall notify the Commission not more than seven calendar days after adopting said ordinance; and

(3) the Act does not prohibit a municipality from adopting zoning ordinances restricting the operation of Dispensing Sites within its corporate limits.

(c) The location and operation of Dispensing Sites within the City will generate employment opportunities in and local revenues for the City and is therefore desirable and in the best interests of the taxpayers and citizens of the City.

Section 3. Authorization of Medical Cannabis Licensees and Dispensing Sites

In accordance with Section 20-2A-51(c)(1) of the Act, the City hereby authorizes the location and operation of Dispensing Sites for state-licensed Dispensaries and Integrated Facilities in the corporate limits of the City, subject to the provisions of the Act, the rules and regulations promulgated thereunder, and applicable city tax ordinances, zoning ordinances and all laws, resolutions and ordinances, as may be amended at any time and from time to time.

Section 4. Notification of the Commission

In accordance with Section 20-2A-51(c)(2) of the Act, the City Clerk is hereby authorized and directed to forward a copy of this Ordinance to the Commission within seven calendar days following its adoption.

Section 5. General.

(a) All ordinances, resolutions, orders, or parts thereof in conflict or inconsistent with any provision herein hereby are, to the extent of such conflict or inconsistency, repealed.

(b) Each and every provision of this Ordinance is hereby declared to be severable so that if a provision is declared unconstitutional or invalid by a valid judgment of a court of

competent jurisdiction, such judgment shall not affect the validity of any other provision, for the City Council declares that it is its intent that it would have enacted this Ordinance without such invalid or unconstitutional provision(s).

(c) This Ordinance shall take effect upon publication as provided by law.

Approved:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmembers Carroll and Jones

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
ordinance	Cover Memo	11/21/2022
packet	Cover Memo	11/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/25/2022 - 2:54 PM

64-063 2022

AN ORDINANCE TO AMEND PROPOSED AMENDMENTS TO THE CITY OF MOBILE DOWNTOWN DEVELOPMENT DISTRICT REGULATIONS SET FORTH IN THE ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE AND IN APPENDIX A OF THE UNIFIED DEVELOPMENT CODE

Sponsored by: Councilmembers Carroll and Jones

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the "DDD Code" set forth in the Zoning Ordinance, Chapter 64, Section 64-3.I of the Mobile City Code, **and in** Appendix A of the Unified Development Code adopted by the Mobile Council on July 12, 2022 (Ordinance 64-017-2022), and the Regulating Plan and Maps that show the zoning sub-districts and street hierarchy associated with the districts and sub-districts with the Downtown Development District, be, and the hereby are, amended so that they now read in full as set forth in the attached.

This ordinance shall be effective upon adoption and publication as required by law. The amendment of Appendix A of the Unified Development Code shall become effective on the date that the Uniform Development Code becomes effective, as set forth herein.

Adopted:

_____

CITY CLERK

RESOLUTION

Sponsored by: Councilmembers Carroll and Jones

BE IT RESOLVED by the City Council of the City of Mobile, Alabama, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation in Mobile County the attached NOTICE OF PUBLIC HEARING AND CONSIDERATION OF ORDINANCE TO AMEND PROPOSED AMENDMENTS TO SECTION 64.3.1, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND PROPOSED AMENDMENTS TO APPENDIX A, DOWNTOWN DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022, in the time and manner as set forth in said notice.

Adopted:

_____

City Clerk

NOTICE OF PUBLIC HEARING AND CONSIDERATION OF AMENDMENTS TO PROPOSED AMENDMENTS TO SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, AND PROPOSED AMENDMENTS TO APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022

NOTICE is hereby given that at 10:30 a.m. on **November 22, 2022**, in the Mobile Government Plaza Auditorium, 205 Government Street, Mobile, Alabama 36644, and pursuant to *Code of Alabama* § 11-52-77, the City Council for the City of Mobile will hold a public hearing on, take public comment on, and consider an ordinance to AMEND SECTION 64.3.I, DOWNTOWN DEVELOPMENT DISTRICT, OF THE CURRENT ZONING ORDINANCE, CHAPTER 64 OF THE MOBILE CITY CODE, 1991, and AMEND APPENDIX A, DOWNTOWN DEVELOPMENT DISTRICT, OF THE UNIFIED DEVELOPMENT CODE, CHAPTER 64 OF THE MOBILE CITY CODE, 2022. All persons may be heard in opposition to or in favor of the said ordinance at the said time and place. Government Plaza, 205 Government Street, Mobile, Alabama 36644, serves as the City Hall for the City of Mobile.

Written comments may be submitted. Those desiring to submit written comments may email them to cityclerk@cityofmobile.org, or may mail them to City of Mobile, City Clerk, P.O. Box 1827, Mobile, Alabama 36633, or may deliver them to the City Clerk's Office, Mobile Government Plaza, Ninth Floor, 205 Government Street, Mobile, Alabama 36644. Written comments must be received by noon on Friday, **November 18, 2022**.

The proposed Downtown Development District (DDD) amendments will create a new Special District with development standards for the Civic Center site, add development standards for two existing sub-districts, correct text errors and amend the Regulating Plan map.

The proposed Special District – Civic Center is being created to guide the redevelopment of the Civic Center site and is intended to revitalize the existing entertainment venue and add office, retail, lodging, residential and related supporting facilities as allowable uses on the site.

The Civic Center site is bounded to the north by Civic Center Drive, to the east by South Claiborne Street, to the south by Canal Street, and to the west by South Lawrence Street.

The proposed Special District for the Civic Center will create six new sub-districts. Each new sub-district is intended to guide future new development and redevelopment on the site, establishing height limits, setbacks and allowed uses.

SD-CC.1 sub-district: This sub-district contains the existing Civic Center Arena. This sub-district has no direct frontage on any of the existing abutting streets. This sub-district is buffered from existing residential and commercial developments by the SD-

CC.5 and .6 sub-districts. The maximum allowed building height is sixteen (16) stories, which accommodates the existing arena.

SD-CC.2 sub-district: This sub-district fronts South Claiborne Street, as well as where South Claiborne combines with South Jackson, South Joachim and South Conception Streets. The road frontage is directly adjacent to Interstate 10. The maximum allowed building height is sixteen (16) stories.

SD-CC.3 sub-district: This sub-district has frontage on the South Claiborne, South Jackson, South Joachim and South Conception combined street. The maximum allowed building height is sixteen (16) stories.

SD-CC.4 sub-district: This sub-district establishes the southeast corner of the Civic Center site and has frontage on Canal Street and the South Claiborne, South Jackson, South Joachim and South Conception combined street. The maximum allowed building height is sixteen (16) stories.

SD-CC.5 sub-district: This sub-district is located on the west side of the site, along South Lawrence Street. The maximum allowed building height is three (3) stories.

SD-CC.6 sub-district: This sub-district is located along Civic Center Drive, between South Lawrence Street and South Claiborne Street. The maximum allowed building height is three (3) stories.

The proposed amendments will also further define existing Municipal and Open sub-districts, establishing use and development criteria.

Amendments are proposed to the following Sub-sections and their associated tables:

Establishment of sub-districts.
Use table.
Property standards.
Parking standards.
Building and parking deck height standards.
Building materials standards.
Frontage standards.
Signage standards.
Definitions.

The proposed DDD amendments can be viewed on the City of Mobile's website at www.cityofmobile.org. Amendments are also proposed to the Regulating Plan maps, published herewith.

Copies of the proposed DDD amendments and hard copies of the maps are available for public inspection in the Office of the Mobile City Clerk on the 9th floor of Mobile Government Plaza, South Tower, 205 Government Street, Mobile, Alabama 36602, during normal business hours.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmember Penn

Funding Source

Project # **Discretionary Funds**

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/25/2022
NOTICE	Cover Memo	10/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/25/2022 - 2:56 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
South side of Dauphin Street, 520'± East of Sage Avenue,
extending to the East side of Sage Avenue, 905'± South of Dauphin Street,
and extending to the West termini of Exter Drive and Sherwood Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of October, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°18'07"E 589.36 FEET TO A POINT; THENCE RUN S00°43'25"W 40.00 FEET TO A POINT; THENCE RUN S89°18'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID

PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'25"W 388.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'35"W 759.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N00°41'53" E 428.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 318,400 SQUARE FEET OR 7.31± ACRES.
LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,161 SQUARE FEET OR 12.22± ACRES.

The classification of said property is hereby changed from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of October, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 28th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **R-3** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **R-3** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°18'07"E 589.36 FEET TO A POINT; THENCE RUN S00°43'25"W 40.00 FEET TO A POINT; THENCE RUN S89°18'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'25"W 388.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'35"W 759.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N00°41'53" E 428.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING

THE POINT OF BEGINNING. CONTAINING 318,400 SQUARE FEET OR 7.31± ACRES.
LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,161 SQUARE FEET OR 12.22± ACRES.

The classification of said property is hereby changed from **LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **R-3, Multi-Family Residential District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **R-3, Multi-Family Residential District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.
Council District 1
Cory Penn

BURR & FORMAN LLP NO. 18612

Vendor City of Mobile 05692 Check Date 10/17/2022

Invoice	Date	Amount	Description
ZON-002202-202	10/17/2022	$388.50	Advertising Fee

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

BURR & FORMAN LLP
420 N 20th Street
Suite 3400
Birmingham, AL 35203

WELLS FARGO - Mobile Sub Operating

Check No. 18612
Date: 10/17/2022
Void After 180 days

Pay: ***Three hundred eighty-eight and 50/100 ***

$*******388.50***

Pay To The Order Of City of Mobile

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 17, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 6, 2022 considered the request of **SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)** for a change in zoning from **LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District** for the property located at the **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Carah Hall
3207 International Drive
Unit G
Mobile, Alabama 36606

Re: **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**
Council District 1
ZON-002202-2022 (Rezoning)
SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 6, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

1) **the subdivision of land into building sites makes reclassification of the land necessary and desirable**

The rezoning should be subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $388.50. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas
Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**
Council District 1
ZON-002202-2022 (Rezoning)
SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.**
Council District 1
ZON-002202-2022 (Rezoning)
SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

■ **Zoning Change**
$100.00 (if recommended for approval, additional advertising fee required)

☐ **Planning Approval**
$150.00 (non-profit $50)

☐ **Planned Unit Development**
$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost**)

1. APPLICANT If other than property owner, must furnish written authorization from owner.

SRV Housing Partners, LLC Attn: Thornton Ratliff — Name
thornton@srvhp.net — Email

c/o KORE, LLC 4700 Colonnade Place Birmingham, AL 35213 — Full Address (Street, City, State, Zip)
(205) 515-7800 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Graf Dairy, LLC Attn: Emil Graf — Name
Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

No improvements — Property Address
a portion of 02-29-08-19-1-001-013. — Parcel Number

LB-2 to R-3: 318,400 Sq.Ft. or 7.31+/- Acres
R-3 to R-3: 532,161 Sq.Ft. or 12.22+/- Acres
Property Area (acres or square feet)

LB-2 and R-3 — Present Zoning
R-3 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ■ **YES** ☐ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

See attached Letters of Authorization
Applicant Signature

Date

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

See attached Letters of Authorization
Applicant Signature

Date

APPLICATION CHECKLIST

(ZON, PUD, PLA)

- ☐ Seven (7) copies of completed application
- ☐ Legal description of site in question (from deed or survey, not a tax assessment description)
- ☐ Parcel number of site in question
- ☐ Detailed description of proposal
- ☐ Plan consistency analysis
- ☐ Seven (7) copies of site plan showing all information listed on the application (drawn to scale)
- ☐ Digital copy of site plan (dxf or dwg - Autocad 2007 compatible)
- ☐ All trees 24" and larger shown on plan
- ☐ Address labels for property owners within 300 ft.; address label for applicant; and, if applicant and owner differ, address label for owner
- ☐ First-class postage fee for each property owner, applicant and/or owner. (please do not submit addressed envelopes or postage stamps)
- ☐ Notification fee ($1.00) per mailing label
- ☐ One photocopy of address labels
- ☐ Signature of property owner or letter authorizing applicant to submit application

ALL OF THE ABOVE DOCUMENTS MUST BE SUBMITTED FOR AN APPLICATION TO BE PROCESSED. INCOMPLETE OR INACCURATE INFORMATION WILL DELAY THE PROCESSING OF YOUR REQUEST.

ZONING FOR
SRV KO SUBDIVISION

1. APPLICANT.

SRV Housing Partners, LLC
Attn: Thornton Ratliff
c/o KORE, LLC
4700 Colonnade Place
Birmingham, AL 35243
Ph: (205) 515-7800

2. OWNER.

Graf Dairy, LLC
Attn: Emil Graf
1 Moulton Place
Mobile, AL 36608

3. PROPERTY INFORMATION.

Brief description of the property location: On the East side of S. Sage Avenue, 857'± North of Emogene Street.

Description of property to be rezoned from LB-2 to R-3: A portion of Lot 1, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Beginning at the Southwest corner of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, as per plat recorded in Instrument #2020015611 of said Probate Court Records of Mobile County, Alabama; said point being on the East right of way line of South Sage Avenue, as widened; thence along the South boundary of said Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, run S89°18'07"E 589.36 feet to a point; thence run S00°43'25"W 40.00 feet to a point; thence run S89°18'07"E 170.00 feet to a point on the West boundary of Lourando Subdivision, as per plat recorded in Map Book 5, Pages 572-573 of said Probate Court Records of Mobile County, Alabama; thence along said West boundary of Lourando Subdivision, run S00°43'25"W 388.48 feet to the Northeast corner of the aforementioned Lot 4, Graf Dairy; thence along the North boundary of said Lot 4, Graf Dairy, run N89°16'35"W 759.17 feet to the Northwest corner of Lot 4, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the aforementioned East right of way line of South Sage Avenue, as widened; thence along said East right of way line of South Sage Avenue, as widened, run N00°41'53" E 428.14 feet to the Southwest corner of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, as per plat recorded in

Instrument #2020015611 of said Probate Court Records of Mobile County, Alabama; said point being the point of beginning. Containing 318,400 Square Feet or 7.31± Acres.

Description of property to be rezoned from R-3 to R-3: Lot 4, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama. Containing 532,161 Square Feet or 12.22± Acres.

4. APPLICATION DESCRIPTION.

Contemplated use and character of improvements: To accommodate the increased need for housing from expansions of Airbus, Austal and Brookley Field Mobile Airport, the applicant is proposing to build a 358 unit up-scale apartment complex on the existing Lot 4, Graf Dairy (Map Book 119, Page 77), which is currently Zoned R-3. To provide the amenities desired by the potential occupants, the applicant is contracting to purchase additional property (7.31± Acres) to the North of said Lot 4, Graf Dairy, which is currently Zoned LB-2, and has submitted a Preliminary Subdivision Application to create a new lot large enough to accommodate the apartments and the amenities. There will be multiple buildings on a single lot, shared access to Dauphin Street with the properties to the North, and to allow electronic gates at both points of access (of equal or better quality of the attached fence/gate examples) for privacy and safety. The applicant intends to develop a three-story garden product that is surfaced parked (previous project examples are included). Special attention has been given to several trees exceeding 24" on the Lots. The applicant is preserving trees above what is required by code. The intended development will have an abundance of amenities including: best in class leasing office, fitness and yoga facilities, mail kiosk and parcel lockers, resort style pool, pet spa, outdoor grilling stations and gated resident and guest only access. The interiors of the units will be well appointed with granite countertops, 42" cabinets, washer/dryers included and designer lighting.

The applicant is requesting the additional acreage be rezoned from LB-2 to R-3 to avoid split-zoning of the newly created 19.53± Acre Lot.

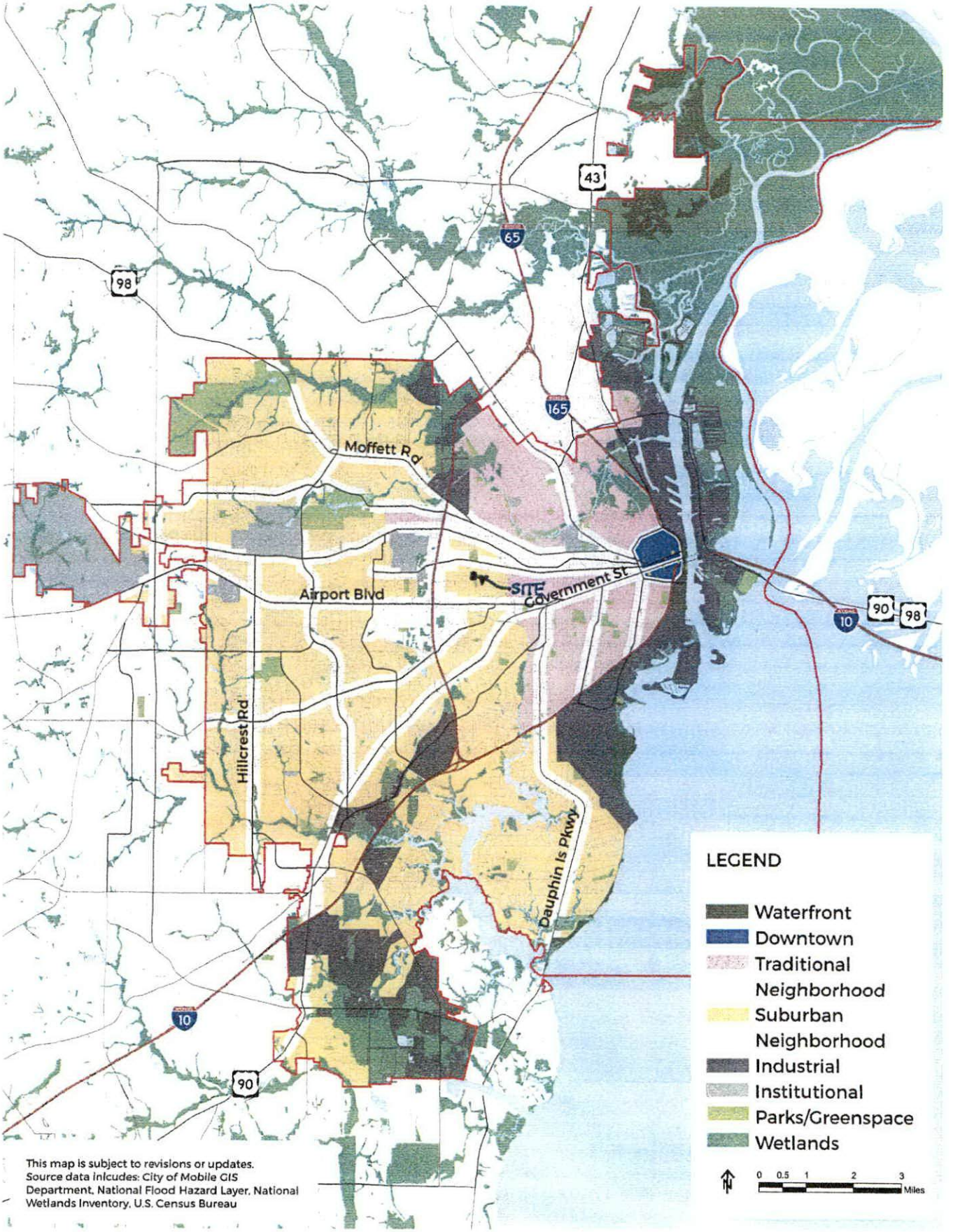
Time schedule for development: Groundbreaking in first quarter of 2023 with an anticipated final CO 18 months later.

5. PLAN CONSISTENCY STATEMENT.

Rezoning this LB-2 property to R-3 would be consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth), as the Development Framework Map – Development Areas shows that this area as "Suburban Neighborhood" (see attached map). Rezoning would also be consistent with The Future Land Use Map as it shows this area as Low Density Residential.

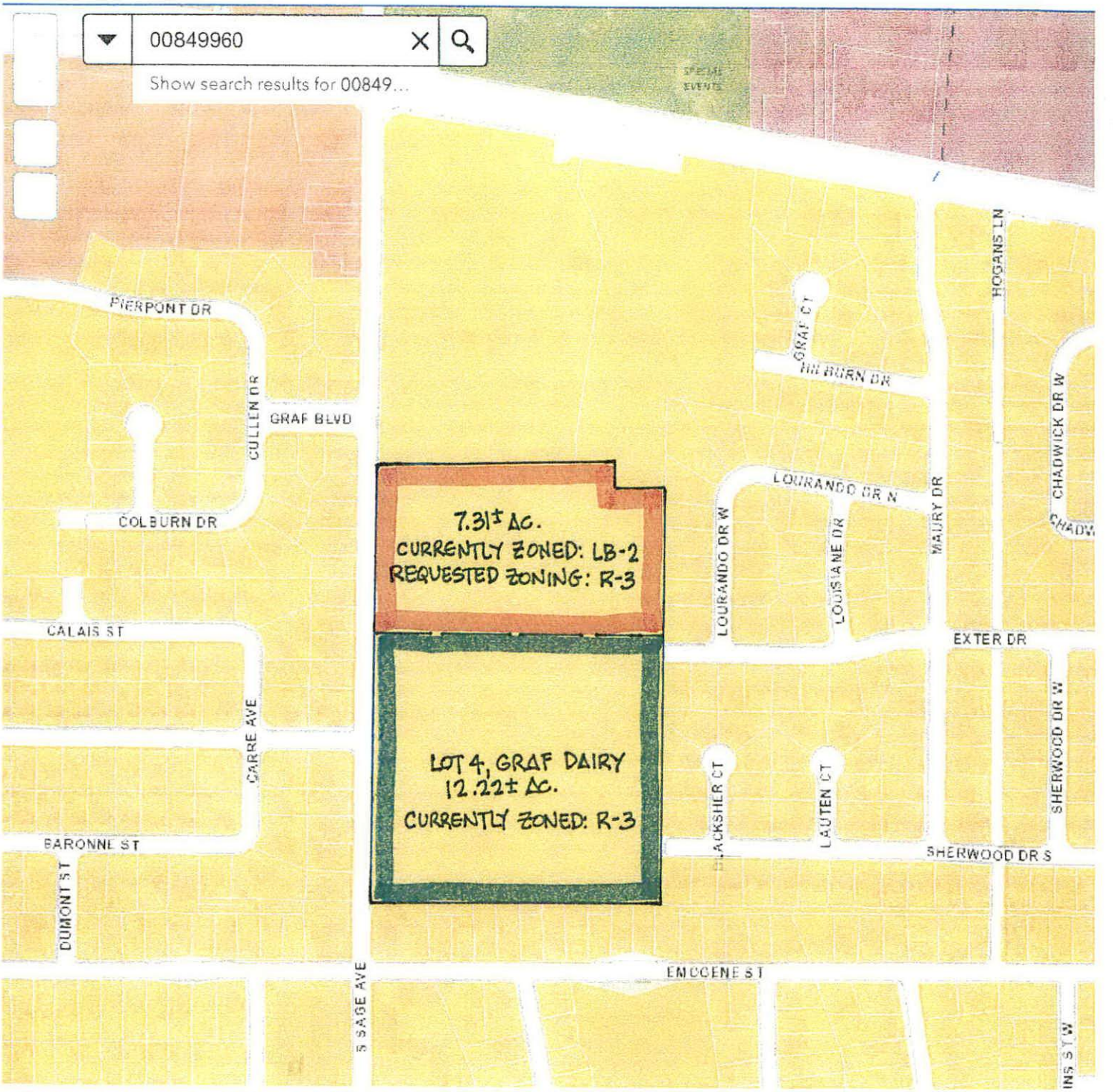
#5

DEVELOPMENT FRAMEWORK MAP - DEVELOPMENT AREAS



#5

Planning and Zoning City of Mobile



FUTURE LAND USE MAP: LOW DENSITY RESIDENTIAL

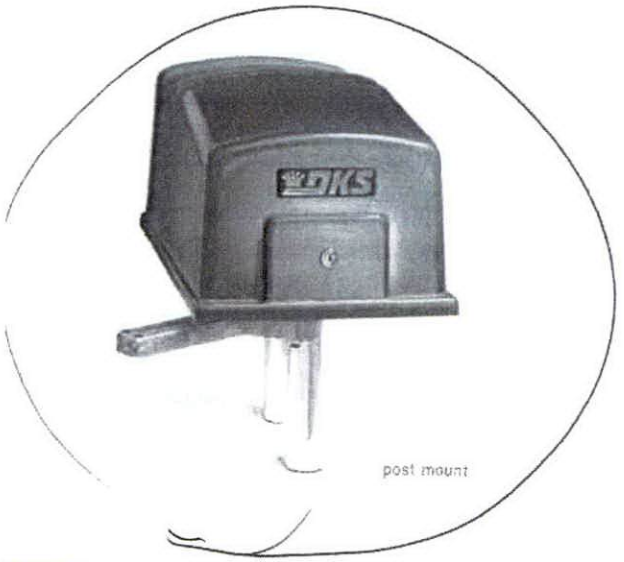
400ft

DOORKING

6050/6100 VEHICULAR SWING GATE OPERATOR



pad mount



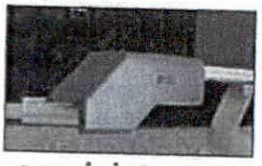
post mount



entrapment
prevention system
reverses gate on contact



smooth operation
no slamming when gate closes



arm joint cover
helps eliminate pinch points



unique design
simplifies installation and provides easy access to all internal parts

FEATURES

- Electronic magnetic limits eliminate old style mechanical switches that can wear out, break or fail
- Automatic self-setting limits mean no limit switch adjustments – ever
- Safety – built-in mechanical and electronic reverse system
- Advanced microprocessor control board features programming switches to set the mode of operation required and has ports for DKS plug-in loop detectors to simplify wiring
- Polyurethane cover protects all critical components from the environment
- G90 galvanized steel frame prevents rusting
- This operator meets or exceeds the requirements of the UL 325 and UL 991 safety standards and is ETL Listed
- 5-year limited warranty

ACCESS CONTROL SOLUTIONS



DOORKING®

1835 PC PROGRAMMABLE TELEPHONE ENTRY SYSTEM



flush mount
shown with trim ring sold separately



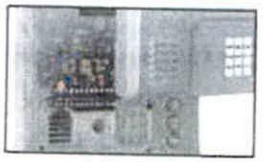
surface mount



wall mount



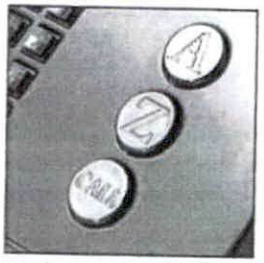
big characters
half inch LCD display



stainless steel
plate and anti-vandal features protects all internal parts



pc programmable
from your PC via modem or RS-232 interface



large scroll
and call buttons

FEATURES

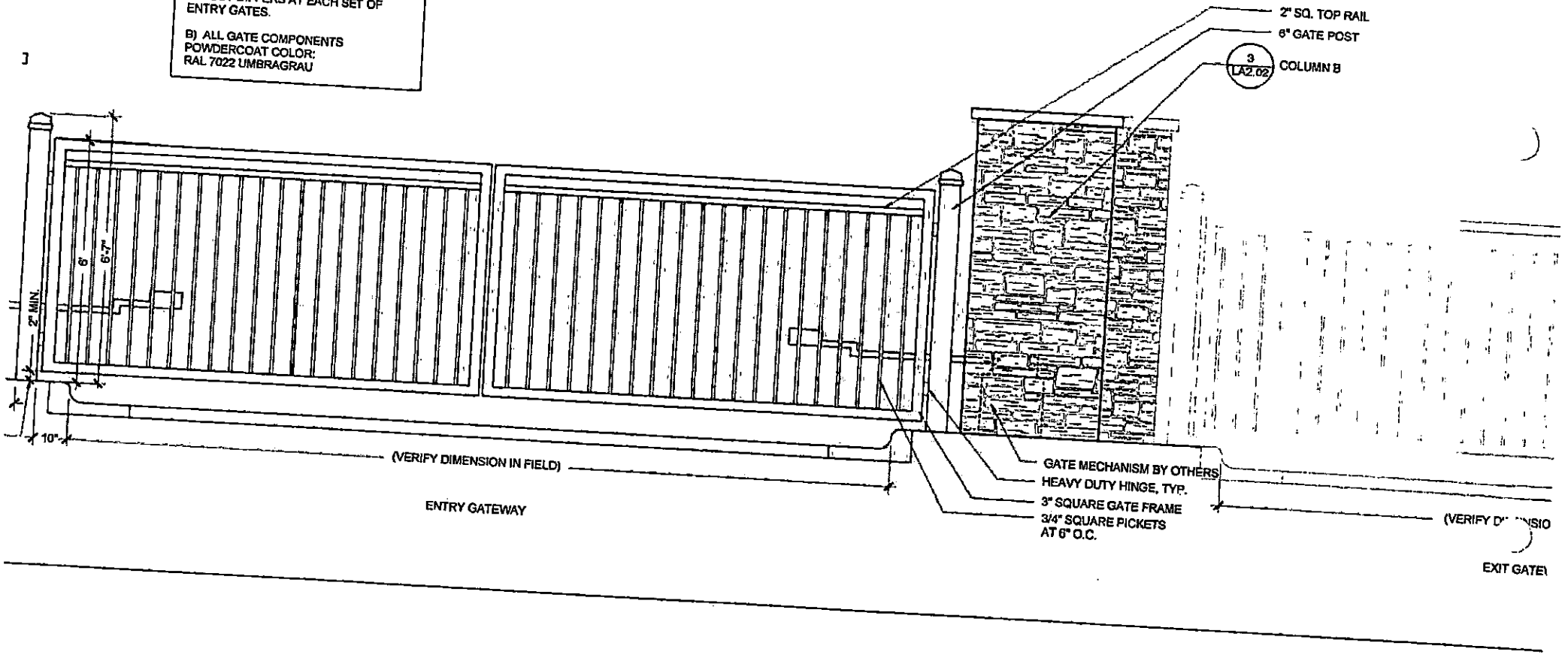
- Provides both resident and visitor access control into and within apartment buildings, gated communities, condominiums, office buildings, factories and industrial sites
- Visitors use the phone system to communicate with a resident who can grant or deny access via their own touch-tone telephone
- Resident access control is provided by means of cards, digital PIN codes, or wireless transmitters
- PC programmable system allows programming from a pc via modem or RS-232 interface. DKS Remote Account Manager and Transaction Analysis software included
- Large A and Z scroll buttons and one touch CALL button makes system operation quick and easy
- 29 programmable security (permission) levels, each with four programmable time zones
- Control up to 16 entry points with optional "Tracker" expansion boards
- Elevator control option controls up to four elevators, each serving up to 64 floors

ACCESS CONTROL **SOLUTIONS**



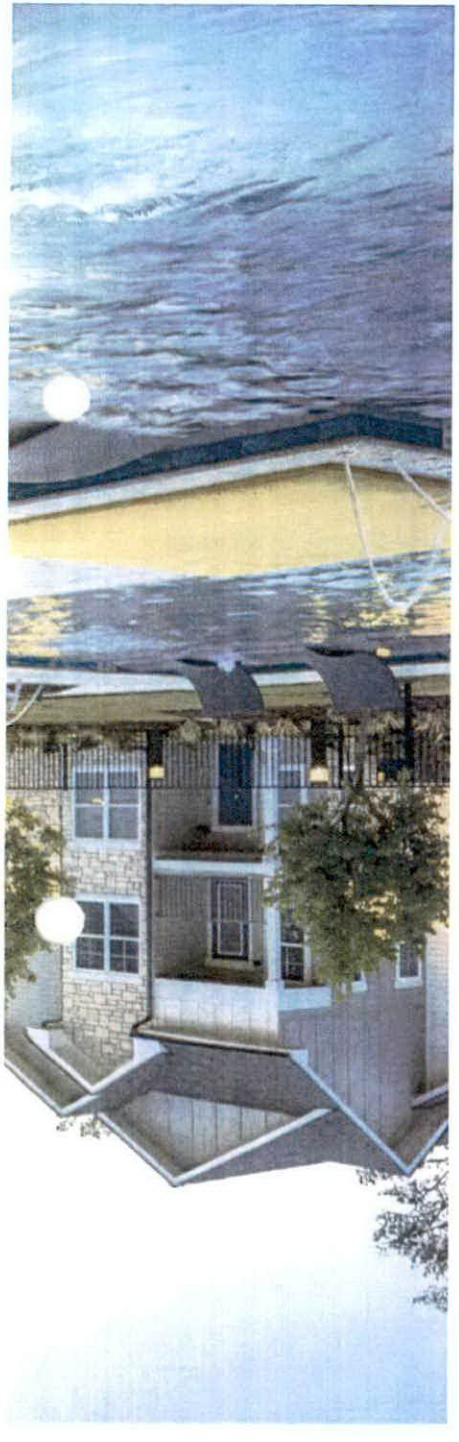
NOTE:
A) VERIFY ON PLANS THE FENCE, WALL, OR VEHICULAR GATE LOCATION ON EITHER SIDE OF TALL COLUMNS. LAYOUT DIFFERS AT EACH SET OF ENTRY GATES.

B) ALL GATE COMPONENTS POWDERCOAT COLOR: RAL 7022 UMBRAGRAU




OUTH SAGE AVENUE


G
I
C
H
G
G







BEACON

Graf Dairy LLC
1 Moulton Place
Mobile, Alabama 36608

September 6, 2022

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf for the Subdivision, PUD and Rezoning applications on my property on the East side of Sage Avenue between Dauphin Street and Emogene Street (tax parcel #02-29-08-19-1-001-013.).

Sincerely,

Emil Graf

SRV Housing Partners, LLC
c/o Kore, LLC
4700 Colonnade Place
Birmingham, AL 35243
Ph: (205) 515-7800

September 6, 2022

City of Mobile
Urban Development Department
Planning Section
PO Box 1827
Mobile, Alabama 36633

To Whom It May Concern:

This letter is to acknowledge that I give McCrory & Williams permission to submit any necessary documents on my behalf, as applicant, for the Subdivision, PUD and Rezoning applications on the property on the East side of Sage Avenue between Dauphin Street and Emogene Street (tax parcel #02-29-08-19-1-001-013.).

Sincerely,

Thornton Ratliff

Contemplated use and character of improvements:

To accommodate the
increased need for housing from expansions of Airbus, Austal and Brookley Field Mobile Airport, the applicant is proposing to build a 358 unit up-scale apartment complex on the existing Lot 4, Graf Dairy (Map Book 119, Page 77), which is currently Zoned R-3. To provide the amenities desired by the potential occupants, the applicant is contracting to purchase additional property (7.31± Acres) to the North of said Lot 4, Graf Dairy, which is currently Zoned LB-2, and has submitted a Preliminary Subdivision Application to create a new lot large enough to accommodate the apartments and the amenities. There will be multiple buildings on a single lot, shared access to Dauphin Street with the properties to the North, and to allow electronic gates at both points of access (of equal or better quality of the attached fence/gate examples) for privacy and safety. The applicant intends to develop a three-story garden product that is surfaced parked (previous project examples are included). Special attention has been given to several trees exceeding 24" on the Lots. The applicant is preserving trees above what is required by code. The intended development will have an abundance of amenities including: best in class leasing office, fitness and yoga facilities, mail kiosk and parcel lockers, resort style pool, pet spa, outdoor grilling stations and gated resident and guest only access. The interiors of the units will be well appointed with granite countertops, 42" cabinets, washer/dryers included and designer lighting.
The applicant is requesting the additional acreage be rezoned from LB-2 to R-3
to avoid split-zoning of the newly created 19.53± Acre Lot.

Contact Info

APPLICANT.

SRV Housing Partners, LLC
Attn: Thornton Ratliff
C/O KORE, LLC
4700 Colonnade Place
Birmingham, AL 35243
Ph: (205) 515-7800

2007016709 Book-6141 Page-1702
Total Number of Pages: 7

3.50
915.00
938.50
10.00
948.50
2.00
950.50

State of Alabama Mobile County
I certify this instrument was filed on:
March 7, 2007 @ 4:38:50 PM

DEED TAX	$915.00
S.R. FEE	$2.00
SURCHARGE	$10.00
RECORDING FEES	$23.50
TOTAL AMOUNT	$950.50

2007016709
Don Davis, Judge of Probate

STATE OF ALABAMA)

COUNTY OF MOBILE)

QUIT CLAIM DEED

FOR AND IN CONSIDERATION, of the price and sum of TEN and no/100 DOLLARS ($10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, **GEORGE E. GRAF, MARILYNN G. SULLIVAN, EMIL T. GRAF, III, LEONNA G. GLENN, CURTIS M. GRAF, MARIE L. GRAF FAMILY LIMITED PARTNERSHIP, and THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP,** hereinafter collectively called the GRANTORS, do hereby remise, release, convey and quit claim unto **GRAF DAIRY, L.L.C.**, of 637 Tudor Lane, Mobile, Alabama 36608, hereinafter called the GRANTEE, all of their right, title and interest acquired in that certain deed recorded at Real Property Book 4781, Pages 851- et seq. in the records of the Office of the Judge of Probate of Mobile County, Alabama in and to all that real property situated in the County of Mobile, State of Alabama and described as follows:

Beginning at the Southwest corner of Blacksher Downs, as per plat recorded in Map Book 6, Page 91 of the Probate Court Records, Mobile County, Alabama, run S 89° 22' 19" W 768.85 feet to a point on the East right of way line of Sage Avenue run 00° 28' 22" W 2012.64 feet to a point; thence continuing along said East right of way line of Sage Avenue run N 52° 03' 46" E 57.74 feet to a point on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street run S 81° 44' E 762.17 feet to a point; thence run S 08° 30' 59" W 143.42 feet to a point; thence run S 81° 36' 40" E 220.29 feet to point on the West boundary of Second Addition to Mary Emil Place, as per plat recorded in Map Book 13, Page 57 of the Probate Court Records, Mobile County, Alabama; thence along said West boundary of Second Addition to Mary Emil Place run S 01° 00' 48" E 482.05feet to a point on the North boundary of Laurando Subdivision, as per plat recorded in Map Book 6, Pages

572-573 of the Probate Court Records, Mobile County, Alabama; thence along said North boundary of Laurando Subdivision run N 81° 50' 49" W 232.15 feet to the Northwest corner of said Laurando Subdivision; thence along the West boundary of said Laurando Subdivision and the West boundary of the aforementioned Blacksher Downs run S 00° 26' 50" E 1307.03 feet to the point of beginning. Less and except the following described property: Commencing at the Southwest corner of Second Addition to Mary Emil Place, as per plat recorded in Map Book 13, Page 57 of the Probate Court Records, Mobile County, Alabama , run N 01° 00' 48" W along the West boundary of said Second Addition to Mary Emil Place, a distance of 258.06 feet to a point; thence run N 83° 12' 08" W 453.9 feet to the point of beginning of the property herein described; thence run N 84° 48' 09" W 142.5 feet to a point; thence run N 07° 16' 53" E 196.43 feet to a point; thence run S. 81° 44' E 109.18 feet to a point; thence run S 03° 05' 50" E 145.28 feet to the point of beginning. Containing 37.2164 Acres.

This property does not constitute any of the GRANTORS' homestead for the purposes of Alabama law.

TOGETHER WITH ALL AND SINGULAR the rights, tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining thereto.

TO HAVE AND TO HOLD the same unto the said GRANTEE, its successors and assigns, according to the terms, forever.

IN WITNESS WHEREOF, these presents have been executed on this the 18th day of May, 2006.

George E. Graf

GEORGE E. GRAF

MARILYNN G. SULLIVAN

EMIL T. GRAF, III

LEONNA G. GLENN

CURTIS M. GRAF

MARIE L. GRAF FAMILY LIMITED PARTNERSHIP

By:

GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP

By: Joan Dodici
As Power of Attorney for George K. Graf
As its General Partner

By: Joan Dodici
As President of GKG, Inc.
As its General Partner

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that GEORGE E. GRAF, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of May, 2006.

Judith E. Thames
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES APRIL 20, 2009

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that MARILYNN G. SULLIVAN, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 9th day of May, 2006.

Brandy Taylor Cowe
NOTARY PUBLIC
My commission expires My Commission Expires 05/17/09

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that EMIL T. GRAF, III, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 2006.

Judith C. Thames
NOTARY PUBLIC
My commission expires MY COMMISSION EXPIRES APRIL 20, 2009

ARIZONA
STATE OF ~~ALABAMA~~)
MARICOPA
COUNTY OF ~~MOBILE~~)

I, the undersigned Notary Public in and for said County and said State, hereby certify that LEONNA G. GLENN, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, she executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 18 day of May, 2006.

RAFAEL ALARCON
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
My Commission Expires
January 3, 2010

Rafael Alarcon
NOTARY PUBLIC
My commission expires 3 JANUARY 2010

STATE OF ALABAMA)

COUNTY OF MOBILE)

I, the undersigned Notary Public in and for said County and said State, hereby certify that CURTIS M. GRAF, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 11th day of May, 2006.

Brandy McCoy
NOTARY PUBLIC
My commission expires My Commission Expires 05/17/09

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici + George E. Graf, whose name as _____ of THE MARIE L. GRAF FAMILY LIMITED PARTNERSHIP is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, _____ as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 10th day of May, 2006.

Judith C. Thames
NOTARY PUBLIC
My Commission Expires: MY COMMISSION EXPIRES APRIL 20, 2009

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici, as Power of Attorney for George K. Graf, whose name as General Partner of THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 4th day of May, 2006.

Brandy Jayla Cook
NOTARY PUBLIC
My Commission Expires: 5/17/09

STATE OF ALABAMA:

COUNTY OF MOBILE:

I, a Notary Public, in and for said County and State, do hereby certify that Joan Dodici, as President of GKG, Inc., whose name as General Partner of THE GEORGE K. GRAF FAMILY LIMITED PARTNERSHIP is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, as such officer and with full authority, executed the same voluntarily for and as the act of said partnership.

Given under my hand and official seal on this the 4th day of May, 2006.

Brandy Jayla Cook
NOTARY PUBLIC
My Commission Expires: 5/17/09

This Instrument Prepared By:

Bradley R. Sanders, Jr., Esq.
Lyons, Pipes & Cook, P.C.
P.O. Box 2727
Mobile, AL 36652
Phone: 251-432-4481

ıc: D Don Davis, Judge of Probate Mobile County, AL Rec: $23.00 DeedTx: $2,907.00 MinTx $0.00
erk: KROBINSON ERecorded

STATE OF ALABAMA

2,906,974.83

COUNTY OF MOBILE

SL7-515991

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Graf Dairy, LLC, an Alabama limited liability company**, the Grantor, for and in consideration of the sum of Two Million Nine Hundred Six Thousand Nine Hundred Seventy-Four and 83/100 ($2,906,974.83.) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by **AltaPointe Health Systems, Inc., an Alabama public corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

That portion of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 and 5, Unit One, as per plat recorded in Instrument # 2020015611 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows:

All of Lots 2 and 3, a portion of Lot 1, and a portion of the service road, Graf Dairy as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Commencing at a Rester & Coleman capped rebar found at the Northwest corner of Lot 4, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the East right of way line of Sage Avenue, as widened; thence along said East right of way line of Sage Avenue, as widened, run N 00° 28' 22" W 428.14 feet to the point of beginning of the property herein described; thence continuing N 00° 28' 22" W along said East right of way line of Sage Avenue, as widened, a distance of 864.51 feet to a Rester & Coleman capped rebar found at the P.C. of a curve to the right having a central angle of 98° 45' 39" and a radius of 50.00 feet; thence continuing along said East right of way line of Sage Avenue, as widened, run Northeastwardly along the arc of said curve a distance of 86.19 feet (chord bears N 48° 54'27" E, and measures 75.90 feet) to a rebar found at the P.T. of said curve; said point being on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street, run S 81° 42' 43" E 490.31 feet to a point; thence run S 08° 17' 17" W 79.74 feet to the P.C. of a curve to the left having a central angle of 40° 32' 32" and a radius of 125.00 feet; thence run Southeastwardly along the arc of said curve a distance of 88.45 feet (chord bears S 11° 58' 59" E, and measures 86.62 feet) to the P.T. of said curve; thence run S 32° 15' 15" E 13.29 feet to the

P.C. of a curve to the right having a central angle of 40° 44' 13" and a radius of 250.00 feet; thence run Southeastwardly along the arc of said curve a distance of 177.75 feet (chord bears S 11° 53' 09" E, and measures 174.03 feet) to the P.T. of said curve; thence run S 08° 28' 58" W 435.90 feet to the P.C. of a curve to the left having a central angle of 8° 27' 35" and a radius of 325.00 feet; thence run Southwardly along the arc of said curve a distance of 47.99 feet (chord bears S 04° 15' 10" W, and measures 47.94 feet) to the P.T. of said curve; thence run S 00° 01' 23" W 15.32 feet to a point; thence run S 89° 31'38" W 516.85 feet to the point of beginning.

No address, vacant land.

LESS AND EXCEPT:

Lot 2, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Beginning at the Northwest corner of Lot 2 Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the South right of way line of Dauphin Street; thence along the South right of way line of Dauphin Street, run S 81° 42'43" E 230.90 feet to the Northeast corner of said Lot 2, Graf Dairy; thence along the East boundary of said Lot 2, Graf Dairy, run S 08°17'17" W 226.08 feet to the Southeast corner of said Lot 2, Graf Dairy; thence along the South boundary of said Lot 2, Graf Dairy, run S 89°32'55" W 193.87 feet to the Southwest corner of said Lot 2, Graf Dairy; thence along the West boundary of said Lot 2, Graf Dairy, run N 00°27'05" W 258.54 feet to the point of beginning.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to the Grantee only the interest Grantor owns therein, if any;

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way, building setback line and prior mineral reservations and/or conveyances, if any, applicable to said property of record in the Probate Court records of Mobile County, Alabama; and further subject to the following:

1. Twenty-five (25) minimum building setback line, easements, buffer strips, the difference between record distance and/or bearings and actual distance and/or bearings along all

property lines, dedications, and notes, as shown on the plat of Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 and 5, Unit One, as per plat recorded in Instrument No. 2020015011

2. Drainage easement granted the City of Mobile, a municipal corporation dated November 5, 1999 and recorded in Real Property Book 4784, page 1882.

And, except as to the above and the taxes hereafter falling due, the said Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in and to said property; that Grantor has a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that Grantor is in the quiet and peaceable possession of said property; and that Grantor does hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof, unto the said Grantee, its successors and assigns, against the lawful claims of all persons, whomsoever.

All recording references herein refer to the Office of the Judge of Probate Court, Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantor has hereunto these presents to be executed on this the 12 day of March, 2020.

GRAF DAIRY, LLC

By: _____
EMIL THOMAS GRAF, III
Its Manager

STATE OF ALABAMA
COUNTY OF MOBILE

I, the undersigned Notary Public, in and for said State and County, do hereby certify that **EMIL THOMAS GRAF, III**, whose name as **Manager** of **GRAF DAIRY, LLC**, is signed to the above and foregoing instrument, and who is known by me, acknowledged before me on this day, that being informed of the contents of said conveyance, he, as such Manager and with full authority, executed the same voluntarily on the day the same bears date on behalf of said limited liability company.

Given under my hand and official seal of office on this the 12 day of March, 2020.



BRENDA G. PATRICK
Notary Public
Alabama State at Large
My Commission Expires August 29, 2021

Brenda G. Patrick
Notary Public
My Commission Expires:_____

Grantor(s) Address:

1 Moulton Place
Mobile AL 36608

Grantee(s) Address:

5750-A Southland Dr
Mobile, AL 36693

This instrument prepared by:
Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36652-2287

)c: D Don Davis, Judge of Probate Mobile County, AL Rec: $20.50 DeedTx: $625.00 MinTx $0.00
erk: KROBINSON ERecorded

STATE OF ALABAMA $625,000.00

COUNTY OF MOBILE

SLT-S15982

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that **Robert Fonde Myers, a single man**, the Grantor, for and in consideration of the sum of Six Hundred Twenty-Five Thousand and No/100 Dollars ($625,000.00) and other good and valuable considerations hereby acknowledged to have been paid to the said Grantor by **AltaPointe Health Systems, Inc., an Alabama public corporation**, the Grantee, does hereby GRANT, BARGAIN, SELL AND CONVEY unto the said Grantee, subject to the provisions hereinafter contained, all that real property in the County of Mobile, State of Alabama, described as follows:

That portion of Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One, as per plat recorded in Instrument No. 2020015611 of the Probate Court Records of Mobile County, Alabama, being more particularly described as follows: Beginning at the Northwest corner of Lot 2, Graf Dairy, as per plat recorded in Map Book 119, Page 77 of the Probate Court Records of Mobile County, Alabama; said point being on the South right of way line of Dauphin Street; thence along said South right of way line of Dauphin Street, run S 81° 42'43" E 230.90 feet to the Northeast corner of said Lot 2, Graf Dairy; thence along the East boundary of said Lot 2, Graf Dairy, run S 08°17'17" W 226.08 feet to the Southeast corner of said Lot 2, Graf Dairy; thence along the South boundary of said Lot 2, Graf Dairy, run S 89°32'55" W 193.87 feet to the Southwest corner of said Lot 2, Graf Dairy; thence along the West boundary of said Lot 2, Graf Dairy, run N 00°27'05" W 258.54 feet to the point of beginning.

Said property is vacant land and commonly referred to as R02-29-08-19-1-001-013.002.

No address, vacant land.

EXCEPTING THEREFROM such oil, gas and other minerals in, on and under said real property, together with all rights in connection therewith, as have previously been reserved by or conveyed to others; it being the intention of the Grantor to convey to the Grantee only the interest Grantor owns therein, if any;

Together with all and singular the rights, privileges, tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining; TO HAVE AND TO HOLD the same unto the said Grantee, its successors and assigns, in fee simple, forever.

This conveyance is made subject to restrictive covenants, easements, rights of way, building setback line and prior mineral reservations and/or conveyances, if any, applicable to said property of record in the Probate Court records of Mobile County, Alabama; and further subject to the following:

1. Twenty-five (25) minimum building setback line, easements, buffer strips, the difference between record distance and/or bearings and actual distance and/or bearings along all property lines, dedications, and notes, as shown on the plat of Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 and 5, Unit One, as per plat recorded in Instrument No. 2020015611.

And, except as to the above and the taxes hereafter falling due, the said Grantor, for himself and for his heirs and assigns, hereby covenants with the said Grantee, its successors and assigns, that Grantor is seized of an indefeasible estate in fee simple in and to said property; that Grantor has a good and lawful right to sell and convey the same in fee simple; that said property is free and clear of all liens and encumbrances; that Grantor is in the quiet and peaceable possession of said property; and that Grantor does hereby WARRANT AND WILL FOREVER DEFEND the title to said property and the possession thereof, unto the said Grantee, Grantee's successors and assigns, against the lawful claims of all persons, whomsoever.

All recording references herein refer to the Office of the Judge of Probate Court, Mobile County, Alabama.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this the 12 day of March, 2020.

Robert Fonde Myers (SEAL)
ROBERT FONDE MYERS

State of Alabama
County of Mobile

I, the undersigned notary public in and for said state and county, hereby certify that **Robert Fonde Myers**, whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of said conveyance, he/she executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 12 day of March, 2020.

BRENDA G. PATRICK
Notary Public
Alabama State at Large
My Commission Expires August 29, 2021

Brenda G. Patrick
NOTARY PUBLIC
My Commission Expires:_____

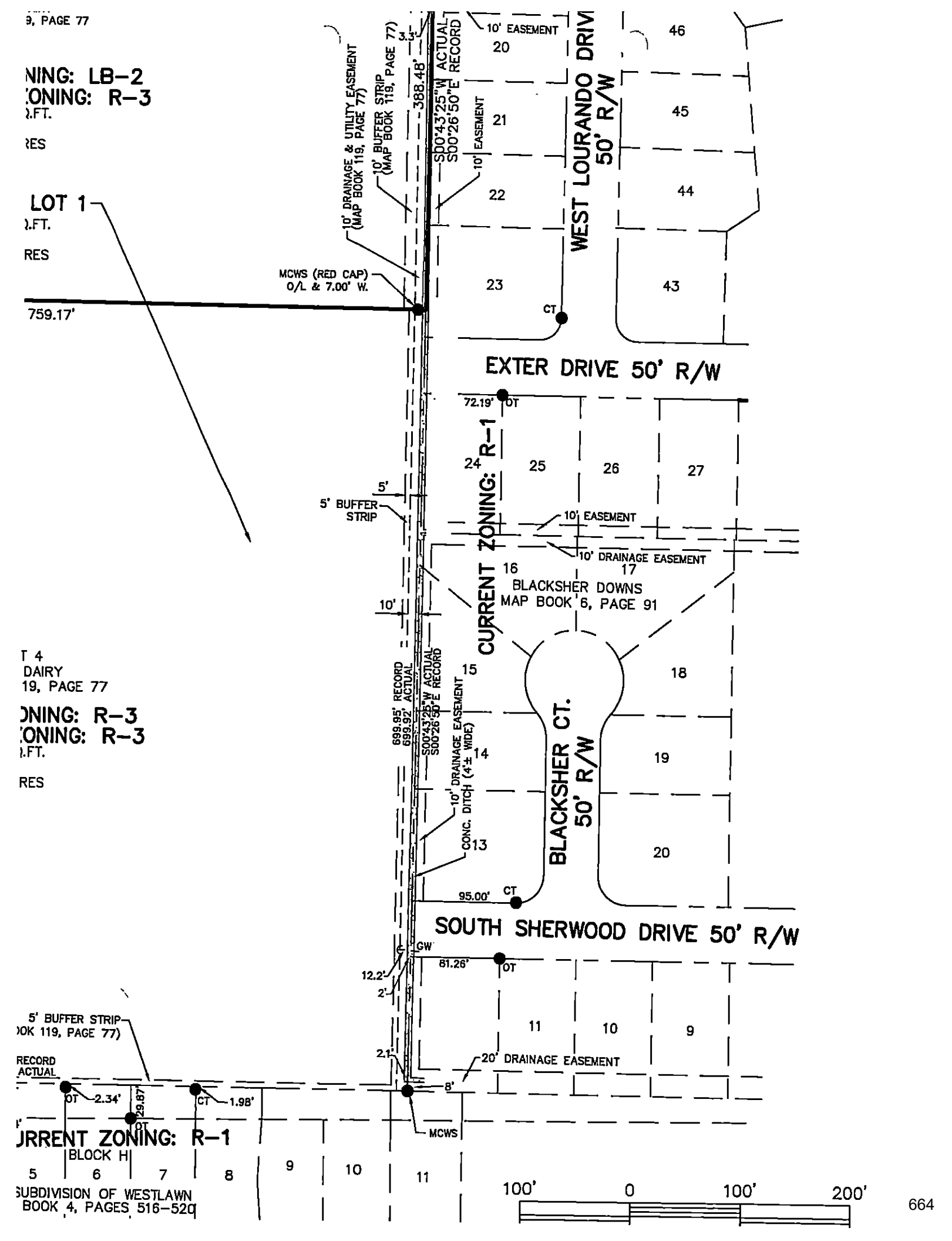
Grantor(s) Address:

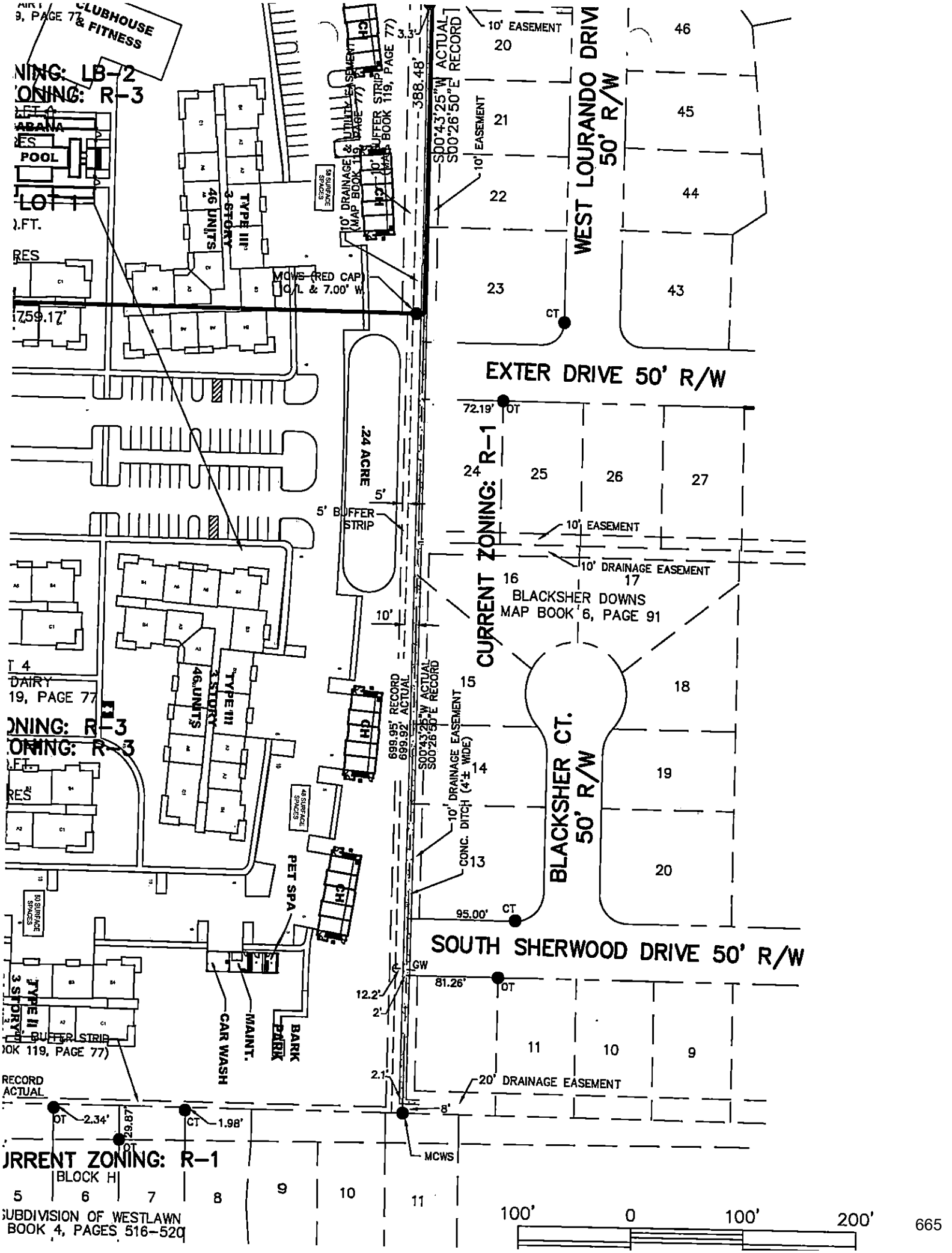
3511 Irene St.
Mobile, Alabama

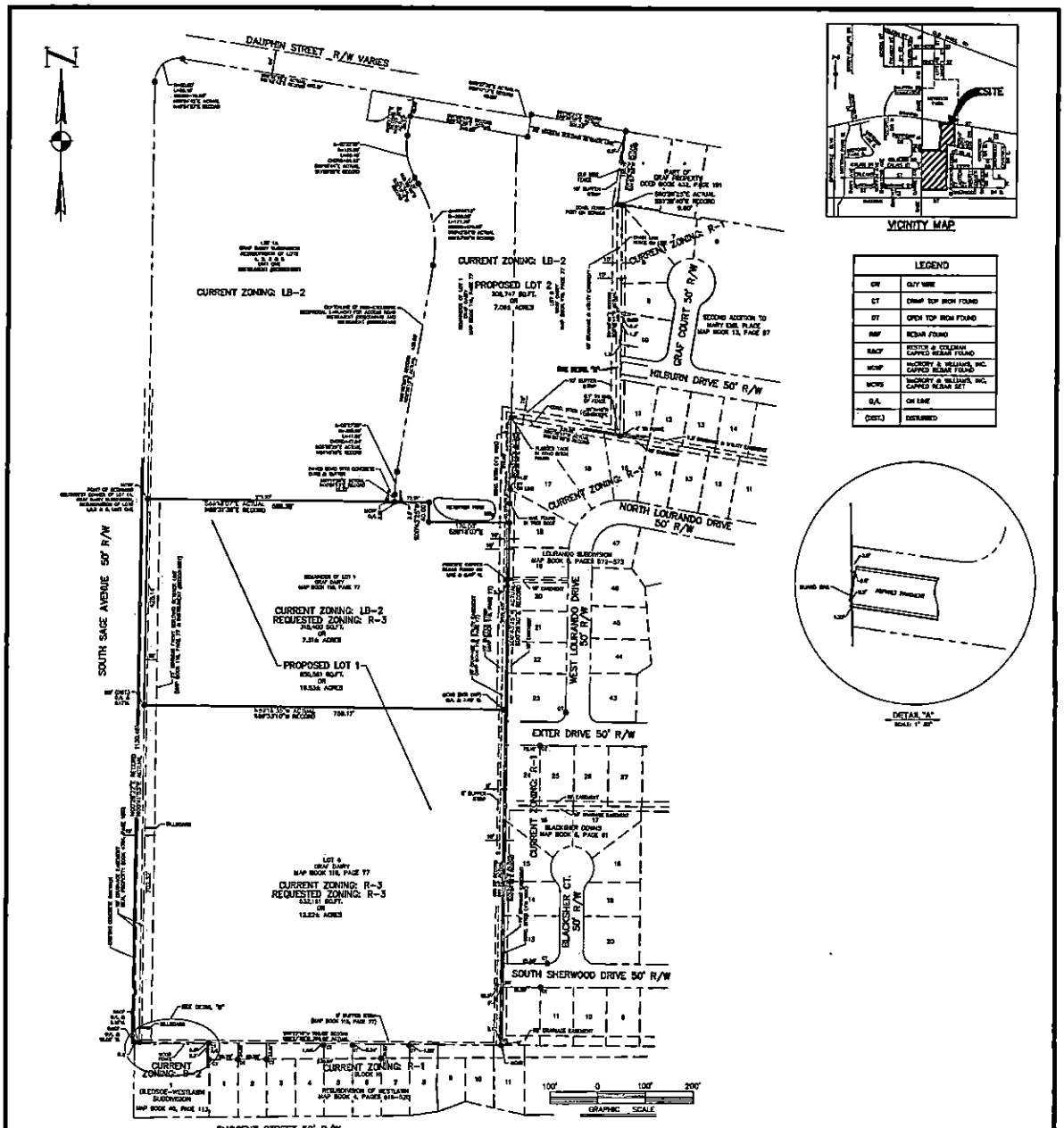
Grantee(s) Address:

5150-A Southland Dr
Mobile, AL 36693

This instrument prepared by:
Douglas L. Anderson, Esquire
Burr & Forman LLP
Post Office Box 2287
Mobile, Alabama 36652-2287


9, PAGE 77
NING: LB-2
ONING: R-3
.FT.
RES
LOT 1
.FT.
RES
759.17'
MCWS (RED CAP)
O/L & 7.00' W.
10' DRAINAGE & UTILITY EASEMENT
(MAP BOOK 119, PAGE 77)
10' BUFFER STRIP
(MAP BOOK 119, PAGE 77)
388.48'
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' EASEMENT
WEST LOURANDO DRIVE
50' R/W
EXTER DRIVE 50' R/W
72.19'
OT
CT
CURRENT ZONING: R-1
5' BUFFER STRIP
10' EASEMENT
10' DRAINAGE EASEMENT
BLACKSHER DOWNS
MAP BOOK 6, PAGE 91
BLACKSHER CT.
50' R/W
699.95' RECORD
699.92' ACTUAL
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' DRAINAGE EASEMENT (4'± WIDE)
CONC. DITCH
95.00'
SOUTH SHERWOOD DRIVE 50' R/W
GW
81.26'
12.2'
2'
2.1'
20' DRAINAGE EASEMENT
8'
MCWS
T 4
DAIRY
19, PAGE 77
ONING: R-3
ONING: R-3
.FT.
RES
5' BUFFER STRIP
OOK 119, PAGE 77)
RECORD
ACTUAL
OT
2.34'
29.87'
CT
1.98'
OT
URRENT ZONING: R-1
BLOCK H
SUBDIVISION OF WESTLAWN
BOOK 4, PAGES 516-520
100'
0
100'
200'
664


CLUBHOUSE & FITNESS
POOL
LOT 1
ZONING: LB-2
ZONING: R-3
759.17'
46 UNITS
TYPE III 3-STORY
95 SURFACE SPACES
MCWS (RED CAP) C/L & 7.00' W.
10' DRAINAGE & UTILITY EASEMENT (MAP BOOK 119, PAGE 77)
5' BUFFER STRIP (MAP BOOK 119, PAGE 77)
388.48'
S00°43'25"W ACTUAL
S00°26'50"E RECORD
10' EASEMENT
WEST LOURANDO DRIVE 50' R/W
EXTER DRIVE 50' R/W
72.19'
.24 ACRE
5' BUFFER STRIP
CURRENT ZONING: R-1
BLACKSHER DOWNS MAP BOOK 6, PAGE 91
10' DRAINAGE EASEMENT
699.95' RECORD
699.92' ACTUAL
10' DRAINAGE EASEMENT (4'± WIDE)
CONC. DITCH
BLACKSHER CT. 50' R/W
95.00'
SOUTH SHERWOOD DRIVE 50' R/W
81.26'
GW
12.2'
2'
2.1'
20' DRAINAGE EASEMENT
8'
MCWS
PET SPA
CAR WASH
MAINT.
BARK PARK
2.34'
29.87'
1.98'
CURRENT ZONING: R-1
BLOCK H
SUBDIVISION OF WESTLAWN
BOOK 4, PAGES 516-520
100' 0 100' 200'



DESCRIPTION OF PROPERTY REZONING FROM LB-2 TO R-3

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, SAID PLAT RECORDED IN INSTRUMENT #2020061611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA AND POINT BEING ON THE EAST BOUNDARY OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, SAID PLAT, RUN S89°16'07"E 1686.39 FEET TO A POINT; THENCE RUN S00°43'35"W 40.00 FEET TO A POINT; THENCE RUN S89°16'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'35"W 268.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'07"W 1857.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE RUN N00°43'35"E 308.48 FEET TO THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N 00°17'53" E 482.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, SAID PLAT, AS PER PLAT RECORDED IN INSTRUMENT #2020061611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 308,340 SQUARE FEET OR 7.08± ACRES.

DESCRIPTION OF PROPERTY REZONING FROM R-3 TO R-3

LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 118, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,181 SQUARE FEET OR 12.22± ACRES.

OWNER: GRAF DAIRY L.L.C.
ATTN: CARL GRAF
1 MOULTON PLACE
MOBILE, AL 36608

APPLICANT: SRV HOUSING PROPERTIES, LLC
ATTN: THORNTON BATSUFF
C/O RVMB, LLC
4700 COLDWATER PLACE
BIRMINGHAM, AL 35243

NOTES:

1. F.E.M.A. FLOOD INSURANCE RATE MAP NO. 01097C0281 E, COMMUNITY NO. 015007, DATED JUNE 8, 2020 INDICATES THAT THIS PROPERTY IS LOCATED IN "ZONE X(UNSHADED)" AREA.
ZONE X(UNSHADED) – AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
LIMITS OF FLOOD ZONES SCALED FROM THE AFOREMENTIONED FLOOD INSURANCE RATE MAP.

2. THIS SURVEY WAS PREPARED FOR THE CLIENT'S USE AND PURPOSE AS SHOWN. USAGE FOR ANY OTHER PURPOSE, REPRODUCTIONS (IN WHOLE OR IN PART) SHALL NOT BE MADE WITHOUT THE EXPLICIT WRITTEN PERMISSION OF THE SURVEYOR.

3. THE RELATIVE ERROR OF CLOSURE OF THIS SURVEY & PLAT IS WITHIN THE ALLOWABLE TOLERANCE FOR SUBURBAN SURVEYS (1' IN 7500') ACCORDING TO THE STANDARDS OF PRACTICE SET FORTH BY THE BOARD OF LICENSURE OF THE STATE OF ALABAMA.

4. PROPERTY IS SUBJECT TO ZONING SETBACKS AND RESTRICTIONS OF RECORD.

5. BEARINGS BASED ON ALABAMA STATE PLANE COORDINATES (WEST ZONE) NAD 83, U.S. SURVEY FEET. RECORD BEARINGS AND DISTANCES BASED ON PLAT OF GRAF DAIRY (MAP BOOK 118, PAGE 77) AND GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5 (INSTRUMENT #2020061611) OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA.

McCrory Williams
INCORPORATED
Engineers Surveyors
3207 INTERNATIONAL CIR., SUITE G
MOBILE, ALABAMA
36606
PHONE: (251) 476-4720
FAX: (251) 476-4721
EMAIL: mail@mccwms.com

S7703-2001

ZONING MAP
FOR
SRV KO SUBDIVISION
SECTION 19, T4S-R1W, MOBILE COUNTY, ALABAMA

SCALE: 1"=100'	DATE: Sep. 2, 2022	DRAWN BY: LMD	APPROVED BY: MJM	SHEET 1 OF 1

S7703-2001 SRV KO SUBDIVISION - SHEET NO. 01.dwg

GRAF DAIRY LLC
ATTN: EMIL GRAF
1 MOULTON PLACE
MOBILE, AL 36608

SRV HOUSING PARTNERS, LLC
ATTN: THORNTON RATLIFF
C/O KORE, LLC
4700 COLONNADE PLACE
BIRMINGHAM, AL 35243

DAUPHIN CENTER LLC
C/O INGE & ASSOC
118 N ROYAL ST
SUITE 700
MOBILE, AL 36602

DMJV LLC SUCCESSOR IN INTEREST
TO DAUPHIN MEDICAL
2890 DAUPHIN ST
MOBILE, AL 36606

CITY OF MOBILE
REAL EST DEPT, 4TH FLOOR
PO BOX 1827
MOBILE, AL 36633

McPHILLIPS ROSE A
60 CONCEPTION ST
MOIBLE, AL 36602

FLANDERS E LORENE & PAUL D
CAMPBELL
1903 OAK KNOLL DR
MOBILE, AL 36607

THOMAS ERIN NETTLES
9 GRAF CT
MOBILE, AL 36606

MOORE BRIAN M
35 MAURY DR
MOBILE, AL 36606

HOLLIS JENNIFER CONE, TRUSTEE
7600 THORNDIKE LANE
MOBILE, AL 36695

PERSONS PAUL F & CAROLYN L
3913 SCENIC DR
MOBILE, AL 36605

PING INVESTMENTS, LLC
PO BOX 8192
MOBILE, AL 36689

RMS, LLC
213 KINGSWOOD CT
MOBILE, AL 36608

CUNNINGHAM BRAXTON GRANVILLE
100 LAUTEN CT
MOBILE, AL 36606

RAMOS EMMANUEL A
6209 AARON DR S
MOBILE, AL 36608

US BANK-CUST/SASS MUNIV DTR
2 LIBERTY PLACE
50 S 16TH ST, STE. 1950
PHILADELPHIA, PA 19102

R&P EQUITIES LLC
435 LIBERTY ST
FAIRHOPE, AL 36532

KVALHEIM KENNETH C
421 DOGWOOD DR
MOBILE, AL 36609

WHITLOCK ROBERT E & RITA S
6604 LUBARRETT WAY
MOBILE, AL 36695

NRP LLC
22 EDGEFIELD RD
MOBILE, AL 36608

SEALE FRANCES ALICIA
2909 S SHERWOOD DR
MOBILE, AL 36606

HGM HOLDINGS LLC
C/O MEGAN L WARE FITZGERALD
949 THIRD AVE, STE. 200
HUNTINGTON, WV 25701

McNELLAGE BARNEY P & ANNE B
3004 GRAF BLVD
MOBILE, AL 36606

OLADEJO JACOB F & JULET C OLADEJO
3003 GRAF BLVD
MOBILE, AL 36606

CAT LLC
85 N SAGE AVE
MOBILE, AL 36607-2647

ALABAMA POWER CO
C/O TREASURY/FINANCE
PO BOX 2641
BIRMINGHAM, AL 35291

HOME SOLUTIONS, LLC
4060 TUNBRIDGE WELLS DR E
SEMMES, AL 36575

KING THOMAS K JR & JEANNIE KING
14 QUEENSWAY
MOBILE, AL 36608-2818

WONG KAI SHING
504 W HIGHLAND WOODS DR
MOBILE, AL 36608

UNORGANIZED CRIME LLC
PO BOX 160664
MOBILE, AL 36616

YB 124 SAGE LLC
PO BOX 1142
POINT CLEAR, AL 36564-1142

KALLER JOHN T
885 UNION BRANCH RD
CORAPEAKE, NC 27926

SAGE AVENUE BAPTIST CHURCH
C/O 3CIRCLE CHURCH
10274 ST HWY 104
FAIRHOPE, AL 36532

HUDSON DAMEON LEE
3050 EMOGENE ST
MOBILE, AL 36606

SAGE AVENUE BAPTIST CHURCH
150 S. SAGE AVE
MOBILE, AL 36606

LEWIS KARA
2808 EMOGENE ST
MOBILE, AL 36606

McCASKILL BRUCE & EUNICE TILLMAN
2854 EMOGENE ST
MOBILE, AL 36606

DC & MM ENTERPRISES LLC
27271 CREEKWOD DR
DAPHNE, AL 36526

DEES DANIEL & JANET
5608 GULF CREEK CIR
THEODORE, AL 36582

PLAN C LLC
2607 DAUPHIN ST, STE C
MOBILE, AL 36606

GLASS CHRISTINE & JOEL GLASS
10621 SANDPIPER DR
HOUSTON, TX 77096

TURNER ANNIE M
1105 S BROAD ST
MOBILE, AL 36603

SAWYER BROCK T
350 DEL SOL E
COVINGTON, LA 70433

REED PROPERTY INVESTMENTS LLC
C/I CALVILLO ALES
1110 HILLCREST RD, STE 1E
MOBILE, AL 36695

IRON POINT, LLC
3800 AIRPORT BLVD, STE #203
MOBILE, AL 36608

WATTS MICHAEL H
1211 GORGAS ST
MOBILE, AL 36605

BLEDSOE JAMES C EXEC U/W OF MIKE HOVEN
PO BOX 91641
MOBILE, AL 36691

LEWIS MARY
1846 N LAKE AVE
ONTARIO, CA 91764

TO POF THE PROP, LLC
2056 POINT LEGERE RD
MOBILE, AL 36606

HERNDON JOHN M
727 NATCHEZ TRAIL CT
MOBILE, AL 36609

TACON DAVID M
415 FAIRWOOD BLVD
FAIRHOPE, AL 36532

COTTON/PALM/ENSLAVA INC
PO BOX 2947
MOBILE, AL 36652

DYAS CHARLES L JR
2860-A DAUPHIN ST
MOBILE, AL 36606

MORWESSEL ROSEMARIE
C/O BBW BEAUTY BODY & WELLNESS
28 COUNTRY CLUB RD
MOBILE, AL 36608

McFADDEN A FRANK JR & C HOPE
2860 DAUPHIN ST, STE D
MOBILE, AL 36606

DAUPHIN OFFICE INVESTMENT
2862 DAUPHON ST
MOBILE, AL 36606

FIRST COMMUNITY BANK
C/O MORGAN MILLER
5299 OLD HWY 11
HATTIESBURG, MS 39402

FIRST COMMUNITY BANK
PO BOX 15549
HATTIESBURG, MS 39402

SARA K LLC & FRAZER LAND CO, LLC
2449 VENETIA RD
MOBILE, AL 36605

B/A REAL ESTATE LLC
2864-B DAUPHIN ST
MOBILE, AL 36606

ALTAPOINTE HEALTH SYSTEMS INC
5750-A SOUTHLAND DR
MOBILE, AL 36693

McPHILLIPS ARTHUR W SR
60 S CONCEPTION ST
MOBILE, AL 36602

TOLER DESMOND B & BETTY B
6 MAURY DR
MOBILE, AL 36606

BUSBEE GEORGE & AMY WOODWARD
8 MAURY DRIVE
MOBILE, AL 36606

ZOGHBY MARY STEPHENS
2862 JILBURN DR
MOBILE, AL 36606

CLARKE PATRICK R & DESIREE E CLARKE
2866 HILBURN DRIVE
MOBILE, AL 36606

CASSITY PATRICIA ANN
7 GRAF CT
MOBILE, AL 36606

PERRY SUSAN M
C/O JORDAN JOE CARL ETAL
15 S REED AVE
MOBILE, AL 36604

HEATH TIMOTHY A & KATHERINE C
6 GRAF CT
MOBILE, AL 36606

NETTLES JANE B
8 GRAF CT
MOBILE, AL 36606

DEUEL CHARLEY J & JANICE O
10 GRAF CT
MOBILE, AL 36606

SUDEIHA JAMES N & LISA M
2901 HILBURN DR
MOBILE, AL 36606

ROLDAN HELENA FORREST
2869 HILBURN DR
MOBILE, AL 36606

OLLIS KEVIN R SR & DEBORAH OLLIS
2867 HILBURN DR
MOBILE, AL 36606

WOOTON CYNTHIA T
2865 HILBURN DR
MOBILE, AL 36606

FAYARD KENNETH W & KONNIE N
2863 HILBURN DR
MOBILE, AL 36606

BOSCO DANIEL ANDREW
2880 N LOURANDO DR
MOBILE, AL 36606

ROHMER FRANK J & LE DUNG RAY
1120 W COLLEGE ST
SHERMAN, TX 75092

LITTLE FRANKLIN & DANDELION ROSE MAHAN
2888 N LOURANDO DR
MOBILE, AL 36606

NICHOLASON CYNTHIA W
30 W LOURANDO DR
MOBILE, AL 36606

PARRISH JULI
32 W LOURANDO DR
MOBILE, AL 36606

AUSTIN JORDANA W
38 LEMANS DR S
SATSUMA, AL 36572

ADAMS SHANNON L & WILLIAMS H ADAMS
38 W LOURANDO DR
MOBILE, AL 36606

YAGOUB ELYAS M
40 W LOURANDO DR
MOBILE, AL 36606

DAY JOUQUIN & TOMEKA
42 LOURANDO W
MOBILE, AL 36606

TANNER MEGHAN
399 W LOURANDO DR
MOBILE, AL 36606

COX MICHELLE
C/O CHAPMAN MARSHEA T ET AL
35 LOURANDO W
MOBILE, AL 36606

HONE ERVIN B
33 LOURANDO DR
MOBILE, AL 36606

STEPHENS MICHAEL C & MERLE REBECCA
31 W LOURANDO DR
MOBILE, AL 36606

SCHNADELBACH CLAY F & FRANCES L DRAKE
2877 N LOURANDO DR
MOBILE, AL 36606

McNELLAGE WALTER PATRICK
30 LOUISIANE DR
MOBILE, AL 36606

CARTER AFLOUNDRA & COLEMAN M CARTER
32 LOUISIANE DR
MOBILE, AL 36606

MORGAN JOHN WARREN & MARY H
34 LOUISIANE DR
MOBILE, AL 36606

HARRIS CARLETTE S
PO BOX 40044
MOIBLE, AL 36640

McMAHON MARY E
2905 EXTER DR
MOBILE, AL 36606

STUBBLEFIELD DANIEL GAINES & KELLY EVEREST
2883 EXTER DR
MOBILE, AL 36606

PARTRIDGE JOHN G
2877 EXTER DR
MOBILE, AL 36606

GASTON ENCHANTRA TYESE
102 LAUTEN CT
MOBILE, AL 36606

VANHOOF JAMES JOSEPH
101 BLACKSHER CT
MOBILE, AL 36606

CHAPMAN CHRISTOPHER L
100 BLACKSHER CT
MOBILE, AL 36606

WALTERS VIRGIL M
108 BLACKSHER CT
MOBILE, AL 36606

REISENWEBER CHAD ALLEN
2919 S SHERWOOD DR
MOBILE, AL 36606

SWAIN GREORY S & KAREN H
2917 SHERWOOD DR S
MOBILE, AL 36606

ADDIS JUTUS J IV
2915 SHERWOOD DR
MOBILE, AL 36606

CLARK PAMELA
3009 COLBURN DR
MOBILE, AL 36606

LUCAS BART R & CAROLYN S
63 CULLEN DR
MOBILE, AL 36606

LUCAS LEONARD R & LAVERNE J
59 CULLEN DR
MOBILE, AL 36606

WALCH MICHAEL DREW
18 HOMER
MOBILE, AL 36606

JACKSON FLORA B
3005 GRAF BLVD
MOBILE, AL 36606

HUNDLEY LATASHA NECOLE
30 S SAGE AVE
MOBILE, AL 36606

JILES EDNA B JACKSON
3000 GRAF BLVD
MOBILE, AL 36606

GOSS JOHN D & GARNETT C
3002 GRAF BLVD
MOBILE, AL 36606

THOMAS CEOLA & BELINDA F THOMAS
3001 GRAF BLVD
MOBILE, AL 36606

SMITH JAMES & VERA
58 S SAGE AVE
MOBILE, AL 36606

BEATTIE JAMES D & DOROTHY H
62 S SAGE AVE
MOBILE, AL 36606-4136

BONNER DAISY M & FREDERICK DOUGLAS BONNER
102 SAGE AVE S
MOBILE, AL 36606

PARKER PATRICIA A
106 S SAGE AVE
MOBILE, AL 36606-4137

JONES HAROLD & SONYA D
110 S SAGE AVE
MOBILE, AL 36606

MOORE JERRY M & MARTHA M
109 CARRE AVE
MOBILE, AL 36606

FAUSAK LOIS CATCHINGS
107 CARRE AVE
MOBILE, AL 36606

SMITHERMAN DONALD
3008 CALAIS ST
MOBILE, AL 36606

JERNIGAN SARAH J
3009 BARONNE ST
MOBILE, AL 36606

KNIGHT SHERMIKA D GILL
121 CARRE AVE
MOBILE, AL 36606

BRISBANE MICHAEL K
117 CARRE AVE
MOBILE, AL 36606

JERNIGAN CHARLES HAGOOD JR
116 SAGE AVE S
MOBILE, AL 36606

WATTS ARNOLD & ELOISE ELIZA
120 S SAGE AVE
MOBILE, AL 36606-4153

McLEOD JONATHAN
112 S SAGE AVE
MOBILE, AL 36606-4153

BUSH JERRY TRENTIS
3006 EMOGENE ST
MOBILE, AL 36606

MITCHELL BRITTNY A
2850 EMOGENE ST
MOBILE, AL 36606

WEBB LENDON FRED II & MARY BETH BAXLEY
2852 EMOGENE ST
MOBILE, AL 36606

TUCKER ESTHER M
2856 EMOGENE ST
MOBILE, AL 36606

DYAS NEDRA
2858 EMOGENE ST
MOBILE, AL 36606

NJAGI DICKSON KIGANGO & JANE KIGANGO
820 INGLESIDE DR
MOBILE, AL 36608

JACKSON BRANDON D
PO BOX 40993
MOBILE, AL 36640

HUFFMASTER EVELYN J & ALYCE JERNIGAN
2371 CONNELL DR
PENSACOLA, FL 32503

SUBDIVISION,
PLANNED UNIT DEVELOPMENT, &
ZONING AMENDMENT STAFF REPORT **Date: October 6, 2022**

NAME	SRV Housing Partners, LLC (McCrory & Williams, Inc., Agent)
SUBDIVISION NAME	SRV KO Subdivision
LOCATION	South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South.
CITY COUNCIL DISTRICT	District 1
PRESENT ZONING	LB-2, Limited Neighborhood Business District and R-3, Multi-Family Residential District
PROPOSED ZONING	R-3, Multi-Family Residential District
AREA OF PROPERTY	2 Lots / 26.6± Acres (Subdivision and PUD) 1 Lot / 19.5± Acres (Rezoning)
CONTEMPLATED USE	Subdivision approval to create two (2) legal lots of record from three (3) legal lots of record; Planned Unit Development Approval to allow multiple buildings on a single building site, and shared access between multiple building sites on a private street; and Rezoning from LB-2, Limited Neighborhood Business District and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not Provided

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Add a note to the SUBDIVISION PLAT stating that LOT 1 and LOT 2 must provide stormwater detention for the 100-year (post-development) frequency storm event and limit the release rate to the 2-year (predevelopment) frequency storm event.
C. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
D. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
E. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
F. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
G. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Planned Unit Development: ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management

and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.

4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

Rezoning: No Comments.

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Development should be limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. The development is intended to be gated per the narrative, but the gates were not illustrated on the Sage Avenue entrance. There could also be an internal issue with right-of-way at this entrance where five access points all converge. The design of the garage areas may encourage excess parking on the garage exteriors. As illustrated on the PUD they do not appear to be pedestrian friendly areas with such wide-open asphalt. The sidewalk through the site is very segmented and not a continuous path.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create two (2) legal lots of record from three (3) legal lots of record; Planned Unit Development Approval to allow multiple buildings on a single building site, and shared access between multiple building sites on a private street; and Rezoning from LB-2, Limited Neighborhood Business District and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

The site has been given a Low Density Residential (LDR) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to existing residential neighborhoods found mostly west of the Beltline or immediately adjacent to the east side of the Beltline.

The primary land use in the LDR districts is residential and the predominant housing type is the single-family housing unit, detached or semi-detached, typically placed within a street grid or a network of meandering suburban streets. The density in these districts ranges between 0 and 6 dwelling units per acre (du/ac).

These neighborhoods may also contain small-scale, low-rise multi-unit structures at appropriate locations, as well as complementary retail, parks and civic institutions such as schools, community centers, neighborhood playgrounds, and churches or other religious uses if those uses are designed and sited in a manner compatible with and connected to the surrounding context. The presence of individual ancillary uses should contribute to the fabric of a complete neighborhood, developed at a walkable, bikeable human scale.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

There is an extensive history associated with this site. In 2008, applications for Rezoning, PUD and Subdivision were submitted for this site and the overall 38± acre property which included the R-3 portion of the current applications. The requests were revised and multiple public hearings set; however, the last (rezoning) notice of public hearing for the two lots at the corner stated those sites were to be rezoned from R-1 to B-2 to "allow a bank, drug store." The rezoning(s) were ultimately approved by the City Council, with several conditions; one of the conditions was an approved PUD.

In 2016, a PUD application was submitted for shared access between three lots, one of the lots included a proposed car wash. The 2016 PUD was approved; however, the PUD expired, thus the applicant had to re-apply.

A new PUD application was submitted in 2018 for shared access between three (3) lots, including a car wash on one of the lots. During the course of this application, the Planning Commission was advised that the rezoning in 2008 restricted the two corner lots (Dauphin Street and South Sage Avenue) to a bank and drug store. The Planning Commission denied the PUD. The applicant then appealed the denial to the City Council, and the City Council upheld the Planning Commission's decision.

Most recently, at the Planning Commission's December 19, 2019 meeting, a three (3) lot Subdivision, PUD, and Rezoning application were approved, but only one (1) lot was recorded. The applicant now wishes to record the previously approved "Lot 2A" as "Lot 2", and combine the previously approved "Lot 3A" with an existing lot to the South to create the currently proposed Lot 1.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site fronts Dauphin Street, South Sage Avenue, Exter Drive, South Sherwood Drive. Dauphin Street is a minor arterial road at this location, and per the Major Street Plan, should have a minimum right-of-way of 100-feet. The preliminary plat shows Dauphin Street having a variable right-of-way. Based on previous approvals, this segment of Dauphin Street has sufficient existing right-of-way, therefore the plat should be revised to indicate the existing minimum distance to the centerline. It should be noted that a portion of right-of-way along the Dauphin Street Service Road was shown as "to be vacated" on a plat recorded in 2020. If the applicant wishes to incorporate that portion of land into the subject site, the vacation of the right-of-way should be completed prior to the signing of the Final Plat, if approved. South Sage Avenue is also a minor arterial road at this location, and per the Major Street Plan, should have a minimum right-of-way of 50-feet. The preliminary plat shows the existing right-of-way is 50-feet, making no dedication necessary. Both Exter Drive and South Sherwood Drive are minor streets with ribbon curb and gutter, with existing compliant rights-of-way of 50-feet, making no dedications necessary.

The proposed lot sizes are provided in square feet and acres, and meet the minimum standards set forth in Section V.D.2. of the Subdivision Regulations. As such, if approved, this information should be retained on the Final Plat.

The 25-foot front minimum building setback is shown along South Sage Avenue and a portion of Dauphin Street. If approved, the 25-foot setback should be shown along all public street frontages on the Final Plat.

Regarding access management, a note should be placed on the Final Plat stating Traffic Engineering comments, if approved. Furthermore, a note should be placed on the Final Plat prohibiting Lot 1 from direct access to both Exter Drive and South Sherwood Drive and Lot 2 from direct access to Hilburn Drive.

There are drainage and utility easements which are shown for both proposed lots. If approved, a note should be placed on the Final Plat stating that no structures are allowed in any easement without the easement holder's permission.

The preliminary site plan depicts a 5-foot buffer strip where the site abuts R-1, Single-Family Residential District, however it should be noted that the Zoning Ordinance requires a minimum 10-foot residential buffer where commercial development (Lot 2) abuts residential. As the Subdivision Regulations do not require this buffer, if approved, it should either be removed from the Final Plat, or revised to show 10-feet.

PUD review examines the site with regard to its location to ensure that it is generally compatible with neighboring uses; that adequate access is provided without generating excess traffic along minor residential streets in residential districts outside the PUD; and, that natural features of the site are taken into consideration. PUD review also examines the design of the development to provide for adequate circulation within the development; to ensure adequate access for emergency vehicles; and, to consider and provide for protection from adverse effects of adjacent properties as well as provide protection of adjacent properties from adverse effects from the PUD.

In pursuit of these purposes, the objectives to be met by a PUD are as follows: a) to encourage innovative and diversified design in building form and site development; b) flexibility, to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations; c) to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for re-development; d) to preserve and protect as urban amenities the natural features and characteristics of land; e) to encourage the provision of common open space through efficient site design; and, f) to encourage optimum use of available public utilities, streets and community facilities.

It is very important to note that PUD review is site plan specific; therefore *any* future changes to the overall site plan must be submitted for PUD review. Furthermore, PUD approvals expire after one year if no permits are obtained.

The site plan submitted shows a multi-family development on the proposed Lot 1 of the Subdivision; no development is proposed for Lot 2 at this time. The development is depicted as having a total of 358 dwelling units in nine (9) structures, as well as a clubhouse and fitness center, pool with cabana, a trash compactor, car wash, dog park, pet spa, and twelve (12) freestanding garage structures. Based on the size of the subject property, it should be noted that the site could potentially have 561 dwelling units.

The applicant states:

> *Contemplated use and character of improvements: To accommodate the increased need for housing from expansions of Airbus, Austal and Brookley Field Mobile Airport, the applicant is proposing to build a 358 unit up—scale apartment complex on the existing Lot 4, Graf Dairy (Map Book 119, Page 77) and additional property (7.31± Acres) to the North, between said Lot 4, Graf Dairy and Lot 1A, Graf Dairy Subdivision, Resubdivision of Lots 1, 2, 3 & 5, Unit One (Instrument #2020015611) and has submitted a Preliminary Subdivision Application to create a new lot large enough to accommodate the apartments*

and the amenities. The applicant is requesting to revise the previously approved PUD to reflect the new lot layout shown on the submitted Preliminary Plat because there will be multiple buildings on a single lot, shared access to Dauphin Street with the properties to the North, and to allow electronic gates at both points of access (of equal or better quality of the attached fence/gate examples) for privacy and safety. The applicant intends to develop a three—story garden product that is surfaced parked (previous project examples are included). Special attention has been given to several trees exceeding 24"on the Lots. The applicant is preserving trees above what is required by code. The intended development will have an abundance of amenities including: best in class leasing office, fitness and yoga facilities, mail kiosk and parcel lockers, resort style pool, pet spa, outdoor grilling stations and gated resident and guest only access. The interiors of the units will be well appointed with granite countertops, 42" cabinets, washer/dryers included and designer lighting.

As the proposed development is to have 358 dwelling units, 537 parking spaces are required. The site plan submitted depicts 446 parking spaces in the parking lot, with 96 additional parking spaces located within the proposed freestanding garages, for a total of 542 parking spaces available. If approved, a compliant photometric site plan will be required at the time of permitting.

The applicant states that the proposed buildings will be three (3) stories tall. It should be noted that the Zoning Ordinance limits structures to 45-feet tall in R-3 districts. If the proposed structures are to be taller than 45-feet, Section 64-4.C.2. of the Zoning Ordinance allows additional height, if increased setbacks are provided. If approved, the applicant should place a note on the site plan stating the maximum height of the proposed structures.

As the site abuts an R-1, Single-Family Residential District to the East, a compliant residential buffer should be required. The site plan submitted depicts a wooden privacy fence along the property line, but does not mention the height. If approved, the site plan should be revised to state that the fence will be a minimum of six-feet tall, not to exceed three-feet tall within the 25-foot front setback along South Sage Avenue.

The applicant states that both the entrance to the site from South Sage Avenue and the existing private street will have electronic gates, but the site plan submitted does not depict the proposed gate locations. If approved, the site plan should be revised to depict the gate locations, state that they are electronically operated, and provide a minimum of one (1) queuing space (9-feet x 20-feet) to provide room for vehicles to pull off the right-of-way while waiting for the gate to open. The gate should also be designed in such a way to comply with Fire Department access requirements.

The applicant states that existing trees on the site will be preserved, but does not indicate any on the site plan or preliminary plat submitted. If approved, all existing trees to be preserved should be indicated on the site plan with their size and species provided. Furthermore, the proposed development will be required to fully comply with tree planting and landscape area requirements, with tree planting to be coordinated with staff.

The site plan submitted depicts the proposed trash compactor in a compliant location, but makes no mention of any enclosure or sanitary sewer connection. If approved, the site plan should be revised to include notes the trash compactor will comply with these requirements.

As stated in Section 64-9. of the Zoning Ordinance, the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The applicant is proposing to rezone the proposed Lot 1 to correct the split-zoning issue that would result, should the proposed Subdivision be approved. The site is bounded by R-1, Single-Family Residential property to the East and West, R-1 and B-2, Neighborhood Business District to the South, and LB-2, Limited Neighborhood Business District to the North.

As a significant portion of the subject site is currently zoned R-3, and the remaining portion is proposed to be rezoned from commercial to residential use, approval of the request may be appropriate.

RECOMMENDATION

Subdivision: Based upon the preceding, the application is recommended for Tentative Approval, subject to the following:

1) revision of the Final Plat to show the existing right-of-way along Dauphin Street;
2) retention of the existing right-of-way width for South Sage Avenue;
3) completion of the vacation process for any right-of-way to be included in the property, prior to the signing of the Final Plat;
4) retention of the lot sizes in square feet and acres;
5) placement of a note stating that no structures are allowed in any easement without the easement holder's permission;
6) either revision of the depicted 5-foot buffer adjacent to residential property be revised to 10-feet or removed from the plat;
7) depiction of the 25-foot front setback along all street frontages;
8) placement of a note on the Final Plat prohibiting Lot 1 from direct access to both Exter Drive and South Sherwood Drive;
9) placement of a note on the Final Plat prohibiting Lot 2 from direct access to both Hilburn Drive;
10) full compliance with Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Add a note to the*

SUBDIVISION PLAT stating that LOT 1 and LOT 2 must provide stormwater detention for the 100-year (post-development) frequency storm event and limit the release rate to the 2-year (predevelopment) frequency storm event. C. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. D. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. E. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. F. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. G. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. H. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

11) placement of a note on the Final Plat stating Traffic Engineering comments: (*A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Development should be limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. The development is intended to be gated per the narrative, but the gates were not illustrated on the Sage Avenue entrance. There could also be an internal issue with right-of-way at this entrance where five access points all converge. The design of the garage areas may encourage excess parking on the garage exteriors. As illustrated on the PUD they do not appear to be pedestrian friendly areas with such wide-open asphalt. The sidewalk through the site is very segmented and not a continuous path.*);

12) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.*);

13) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and

14) submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.

Planned Unit Development: Staff recommends the following Findings of Fact for Approval:

a. the proposal promotes the objective of Creative design (*to encourage innovative and diversified design in building form and site development*), because it will allow a new development to be accessed by an existing private street, thus reducing the need for access from multiple public streets;
b. the proposal promotes the objective of Flexibility (*to permit greater flexibility in the location and arrangement of buildings and uses than is generally possible under district regulations*), because it will allow a new multi-family development with multiple structures on a single building site;
c. the proposal promotes the objective of Efficient land use (*to encourage the most efficient and sustainable use of land, especially tracts in the inner part of the city that remain undeveloped or that are appropriate for redevelopment*), because it will result in in-fill development in an existing developed area of the city;
d. the proposal promotes the objective of Environment (*to preserve and protect as urban amenities the natural features and characteristics of the land*), because the site will comply with tree planting and landscape area requirements while preserving existing trees;
e. the proposal promotes the objective of Public services (*to encourage optimum use of available public utilities, streets and community facilities*), because services already exist in the area.

Based upon the preceding, this application is recommended for Approval, subject to the following conditions:

1) revision of the site plan to show the existing right-of-way along Dauphin Street;
2) retention of the existing right-of-way width for South Sage Avenue;
3) retention of the lot sizes in square feet and acres;
4) placement of a note stating that no structures are allowed in any easement without the easement holder's permission;
5) revision of the depicted 5-foot buffer adjacent to residential property be revised to 10-feet;
6) depiction of the 25-foot front setback along all street frontages;
7) placement of a note on the site plan prohibiting Lot 1 from direct access to both Exter Drive and South Sherwood Drive;
8) placement of a note on the Final Plat prohibiting Lot 2 from direct access to both Hilburn Drive;
9) placement of a note on the site plan stating the wooden privacy fence abutting residential property will be a minimum of six-feet tall, not to exceed three-feet within the 25-foot setback along South Sage Avenue;
10) placement of a note on the site plan providing the maximum structure height proposed, not to exceed 45-feet unless compliant with Section 64-4.C.2. of the Zoning Ordinance;
11) provision of a compliant photometric site plan at the time of permitting;
12) revision of the site plan to depict the gate locations, state that they are electronically operated, and provide a minimum of one (1) queuing space (9-feet x 20-feet), while complying with Fire Department access requirements;
13) revision of the site plan to depict all existing trees to remain on site, labeled with their size and species;

14) placement of a note on the site plan stating the development will fully comply with tree planting and landscape area requirements, with tree plantings to be coordinated with staff;
15) full compliance with Engineering comments: (*ADD THE FOLLOWING NOTES TO THE PUD SITE PLAN: 1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII). 2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work. 3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. 4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy. 5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals. 6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.*);
16) placement of a note on the Final Plat stating Traffic Engineering comments: (*A traffic impact study (TIS) has been requested for this site but has not yet been submitted or reviewed. Traffic Engineering approval of this site is contingent upon the submission and acceptance of the traffic impact study. Owner/Developer is responsible for any improvements that may be necessary to mitigate the increase in traffic within the TIS study limits. Development should be limited to driveways as shown on the approved PUD plan with size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, shall meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. The development is intended to be gated per the narrative, but the gates were not illustrated on the Sage Avenue entrance. There could also be an internal issue with right-of-way at this entrance where five access points all converge. The design of the garage areas may encourage excess parking on the garage exteriors. As illustrated on the PUD they do not appear to be pedestrian friendly areas with such wide-open asphalt. The sidewalk through the site is very segmented and not a continuous path.*);
17) compliance with Urban Forestry comments: (*Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees*

in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.);

18) compliance with Fire Department comments: (*All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.*); and
19) submittal to and approval by Planning and Zoning of a revised PUD site plan (hard copy and .pdf), prior to signing the Final Plat.

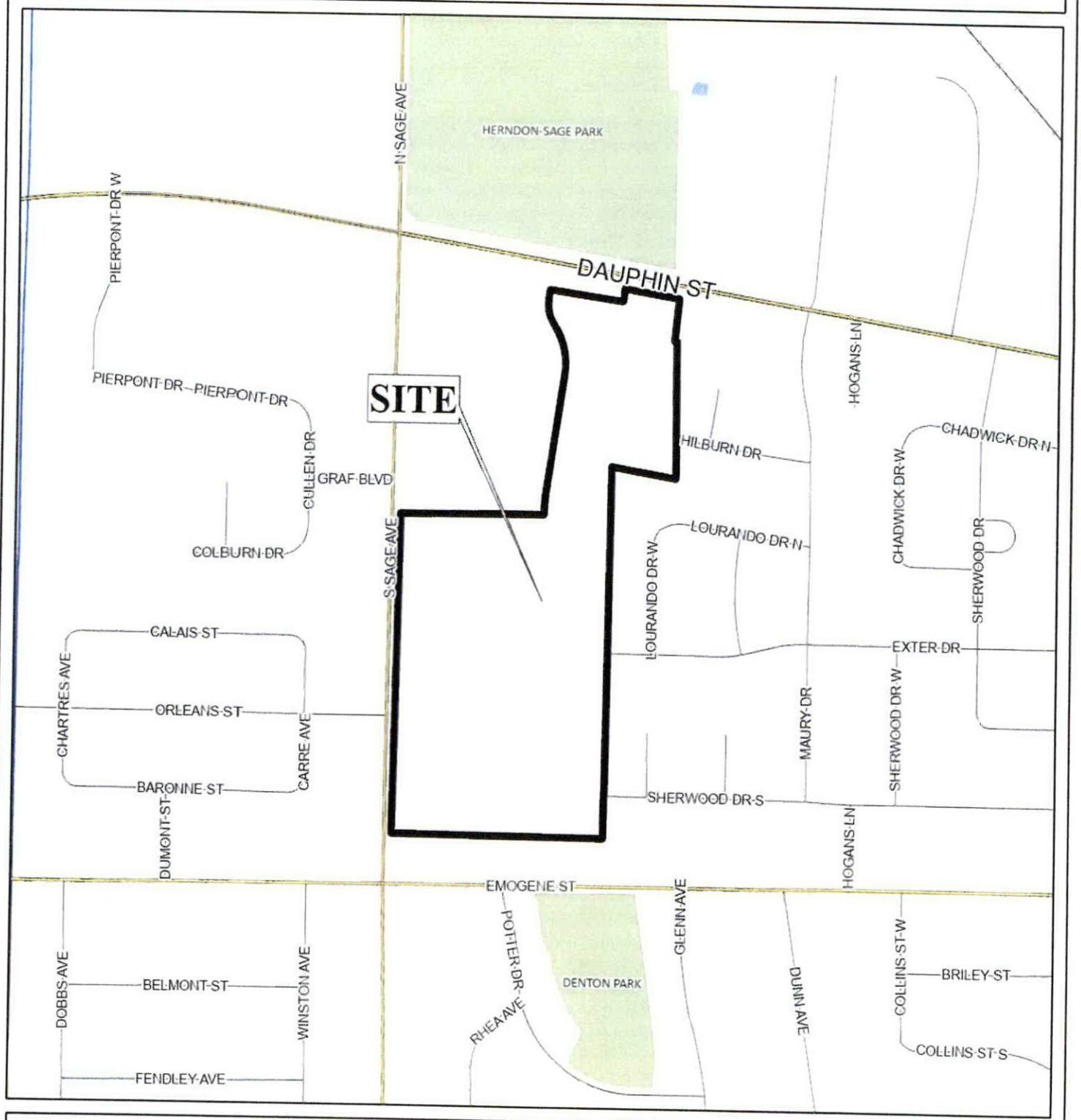
Rezoning: Based on the preceding, this application is recommended for Approval for the following reason:

1) the subdivision of land into building sites makes reclassification of the land necessary and desirable

The rezoning should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 10 DATE October 6, 2022

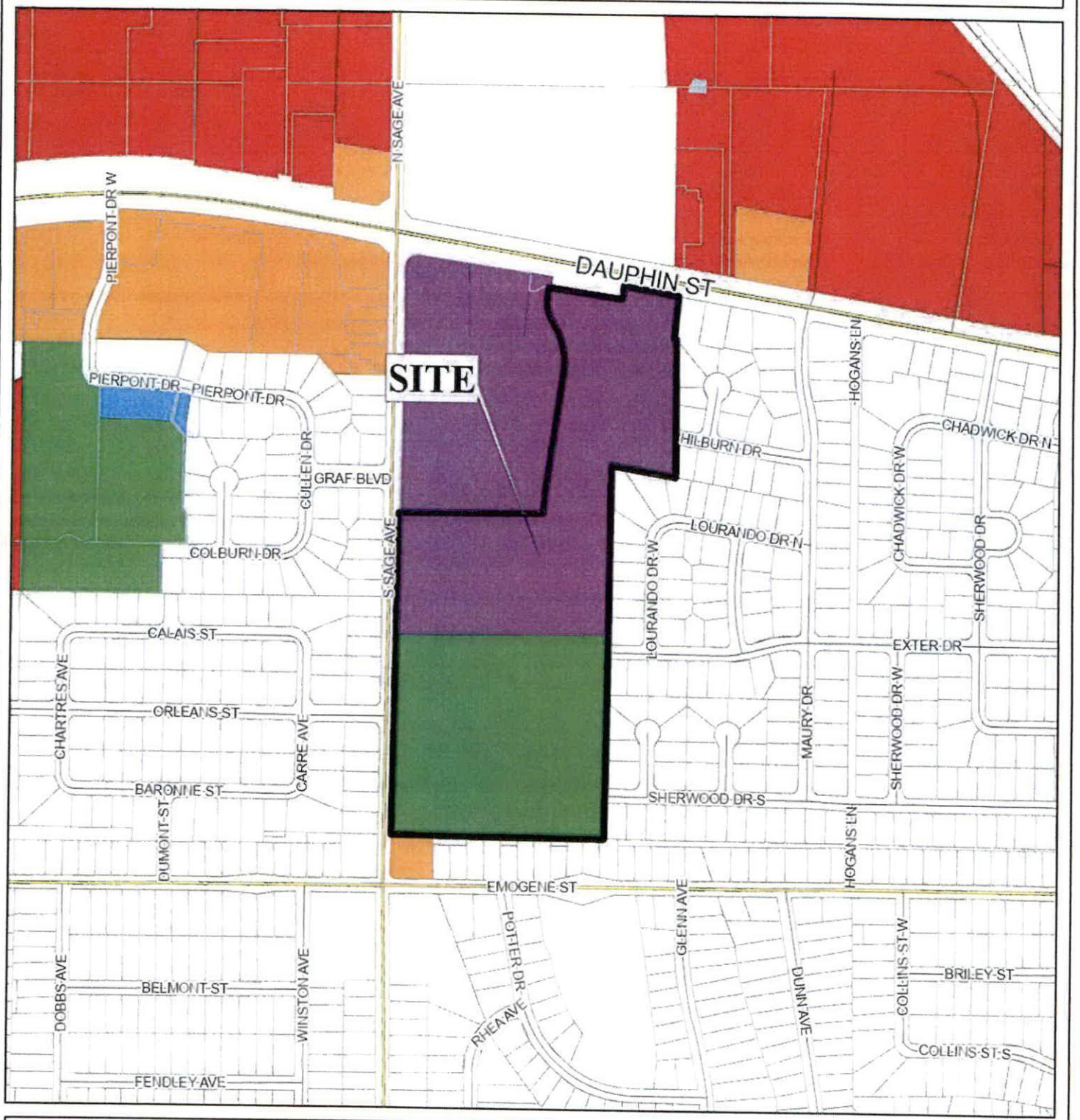
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 10 DATE October 6, 2022

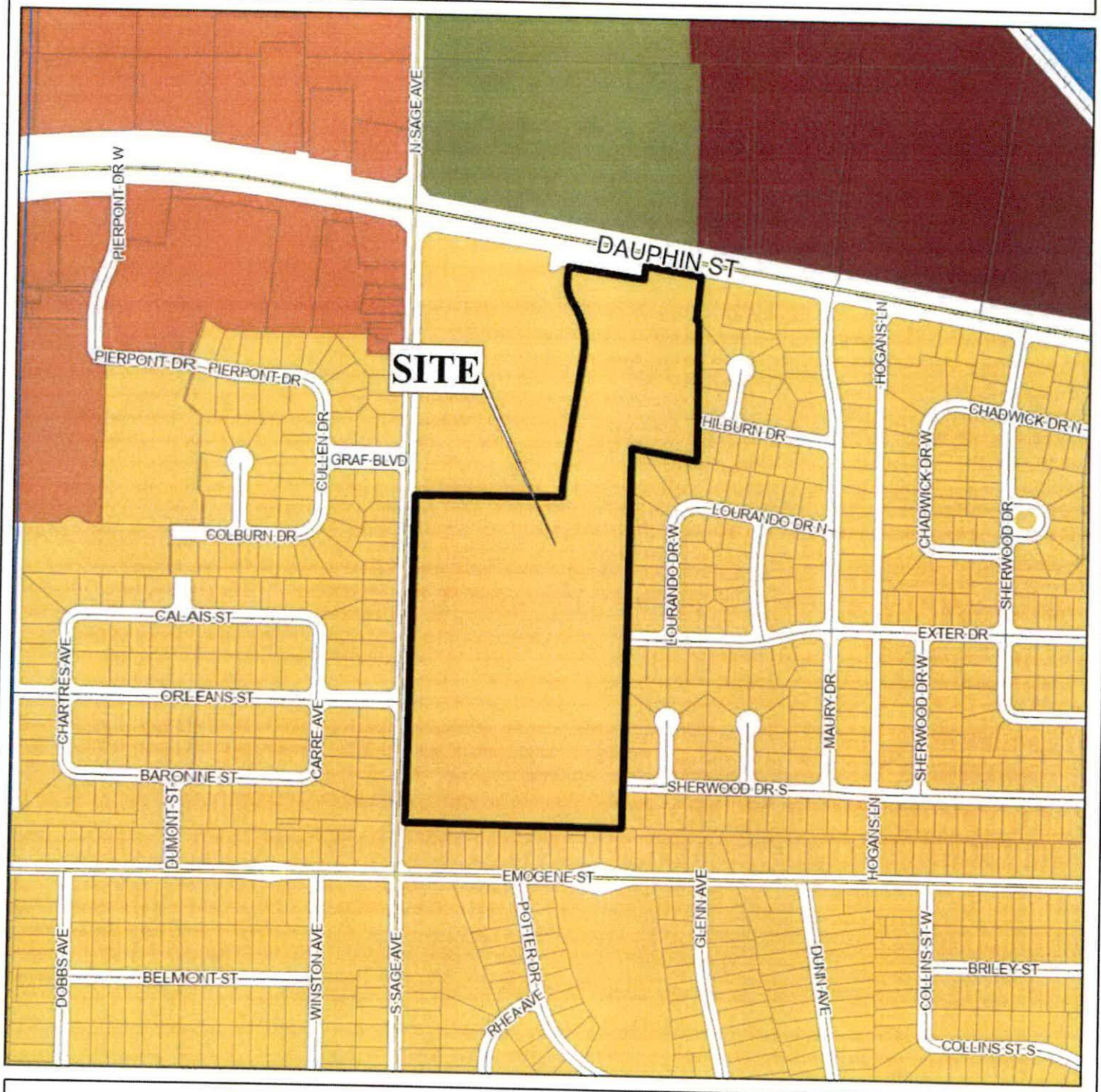
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

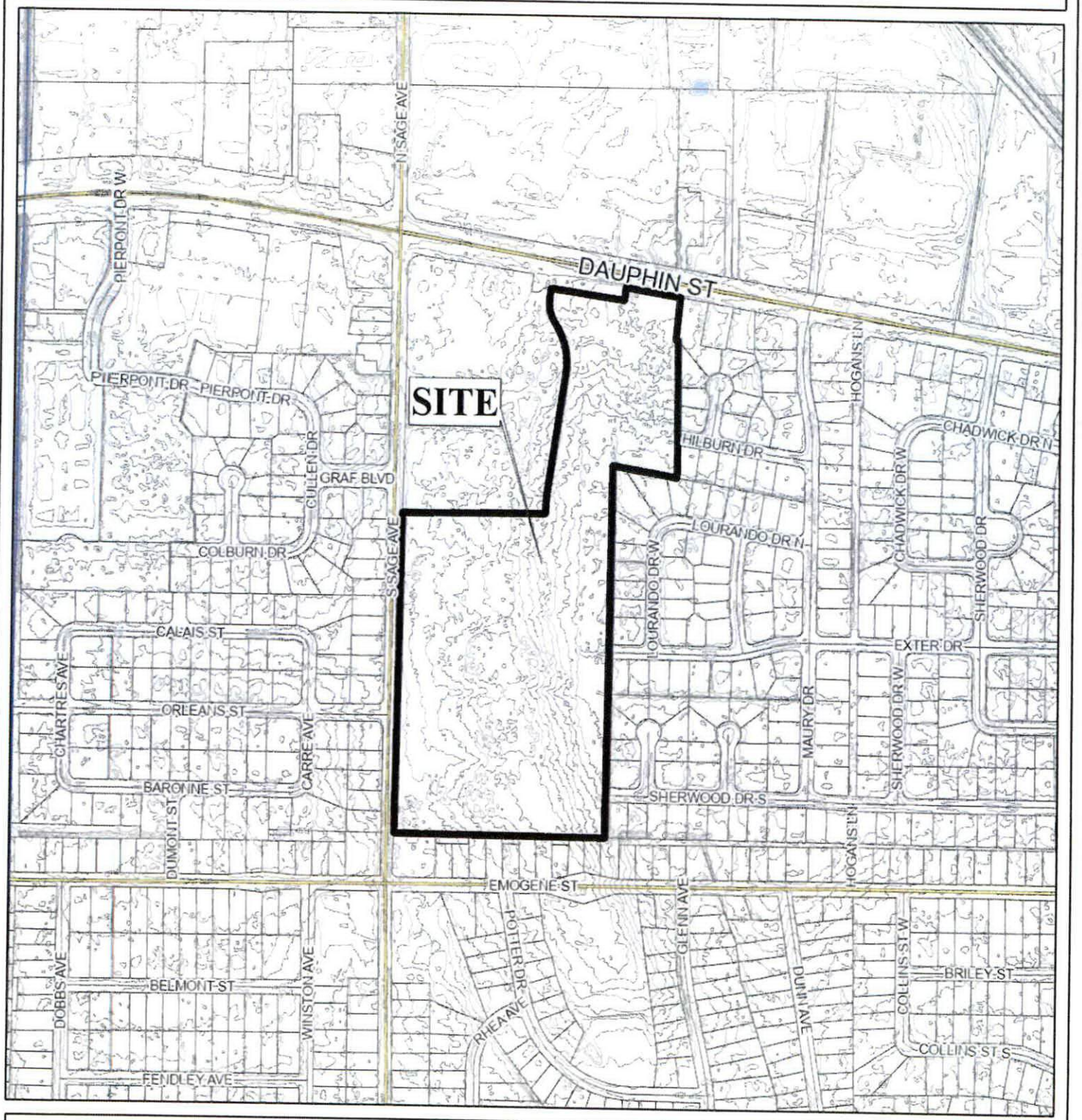
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 10 DATE October 6, 2022

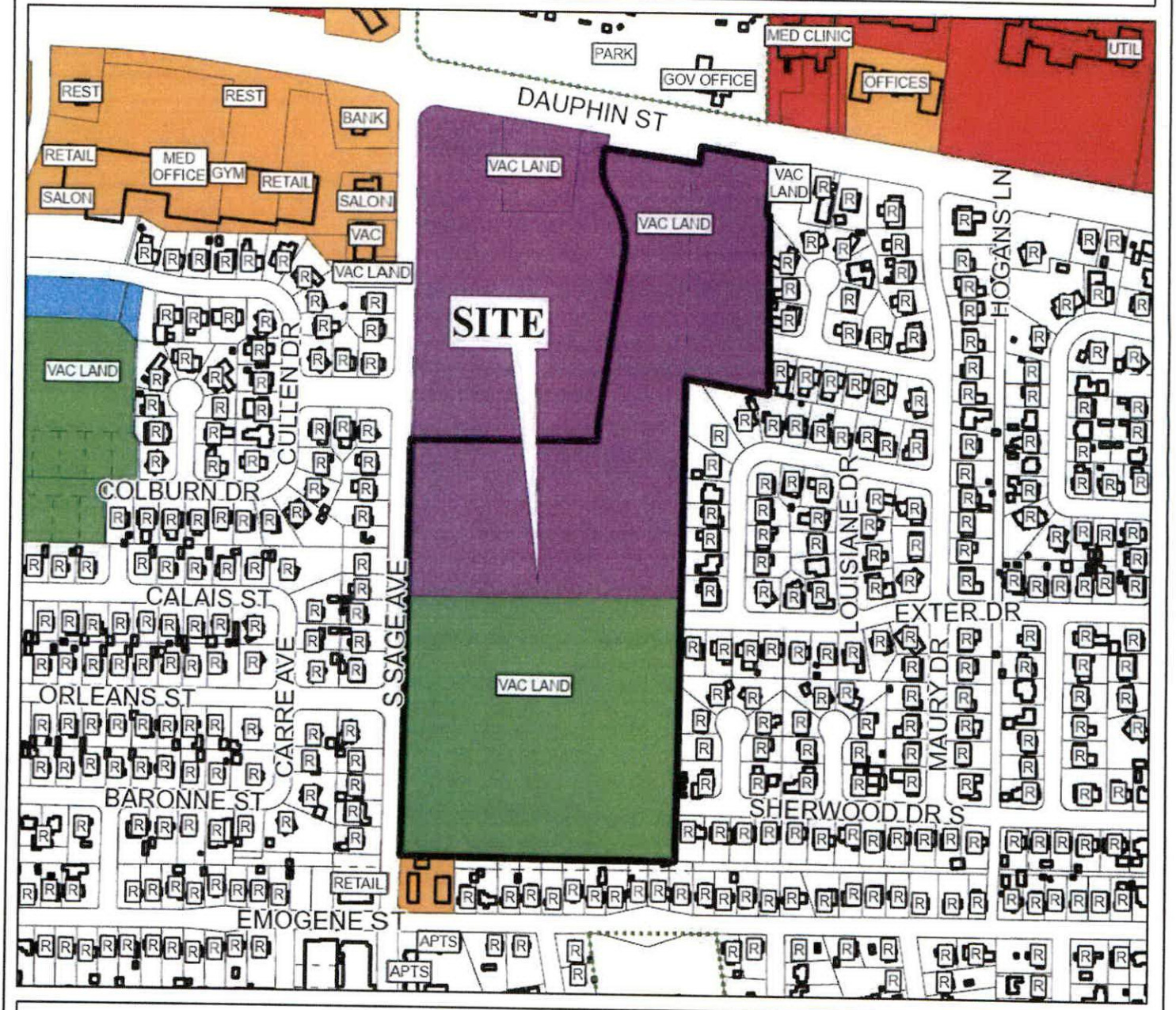
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by residential units. Commercial units lie to the west.

APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by residential units. Commercial units lie to the west.

APPLICATION NUMBER 10 DATE October 6, 2022

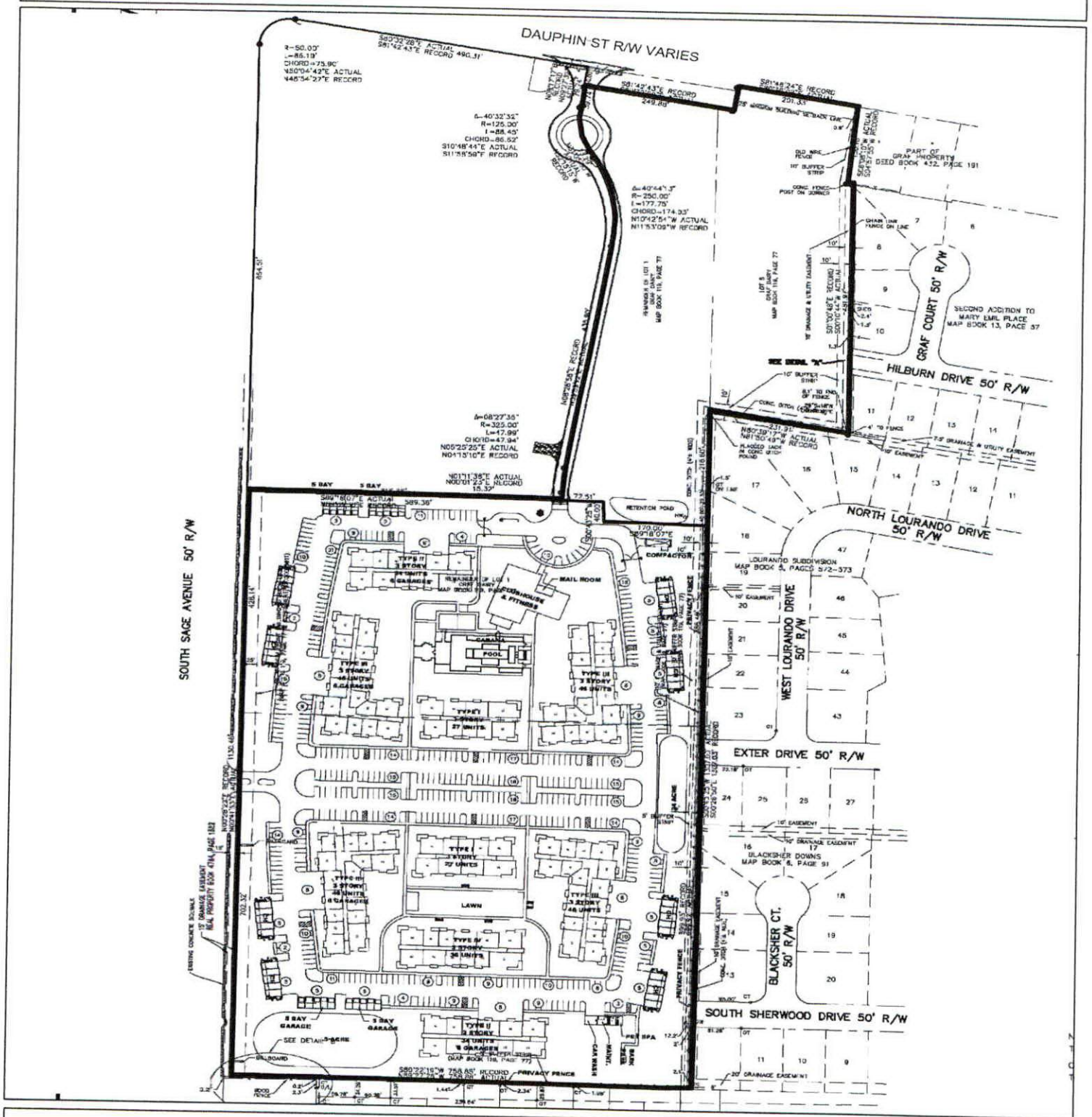
APPLICANT SRV KO Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

SITE PLAN



The site plan illustrates the proposed apartment units, parking, and drives.

APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

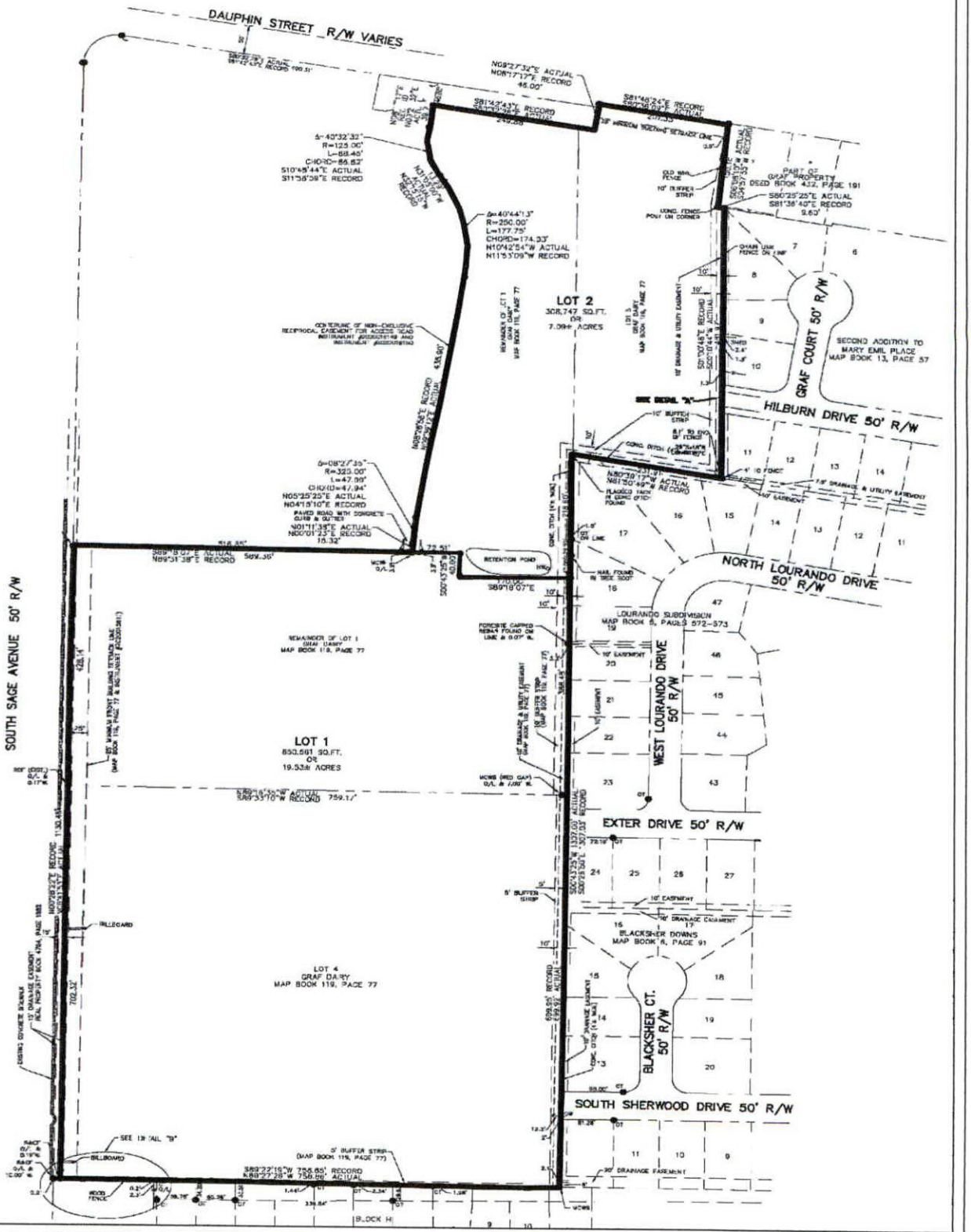
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

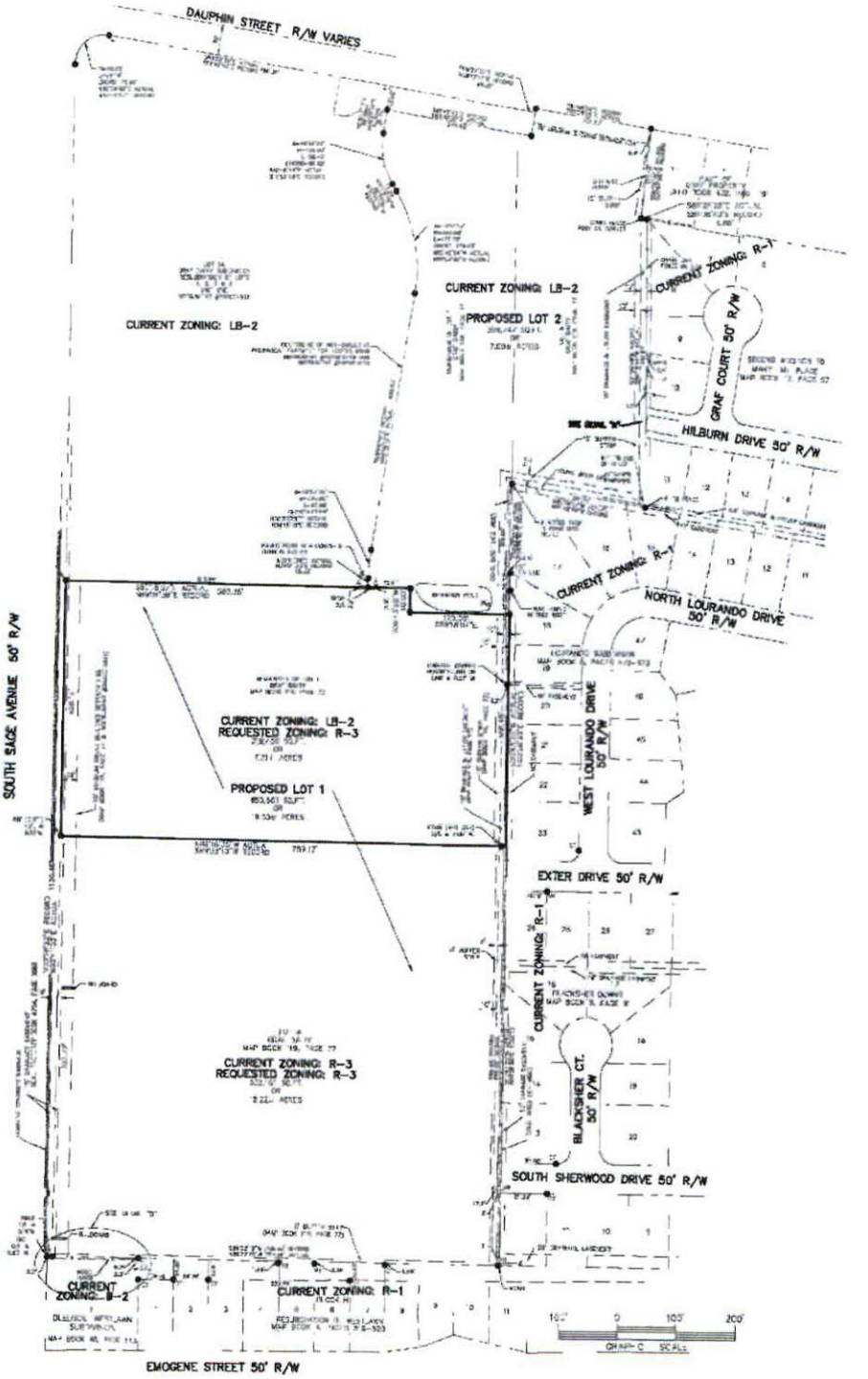
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

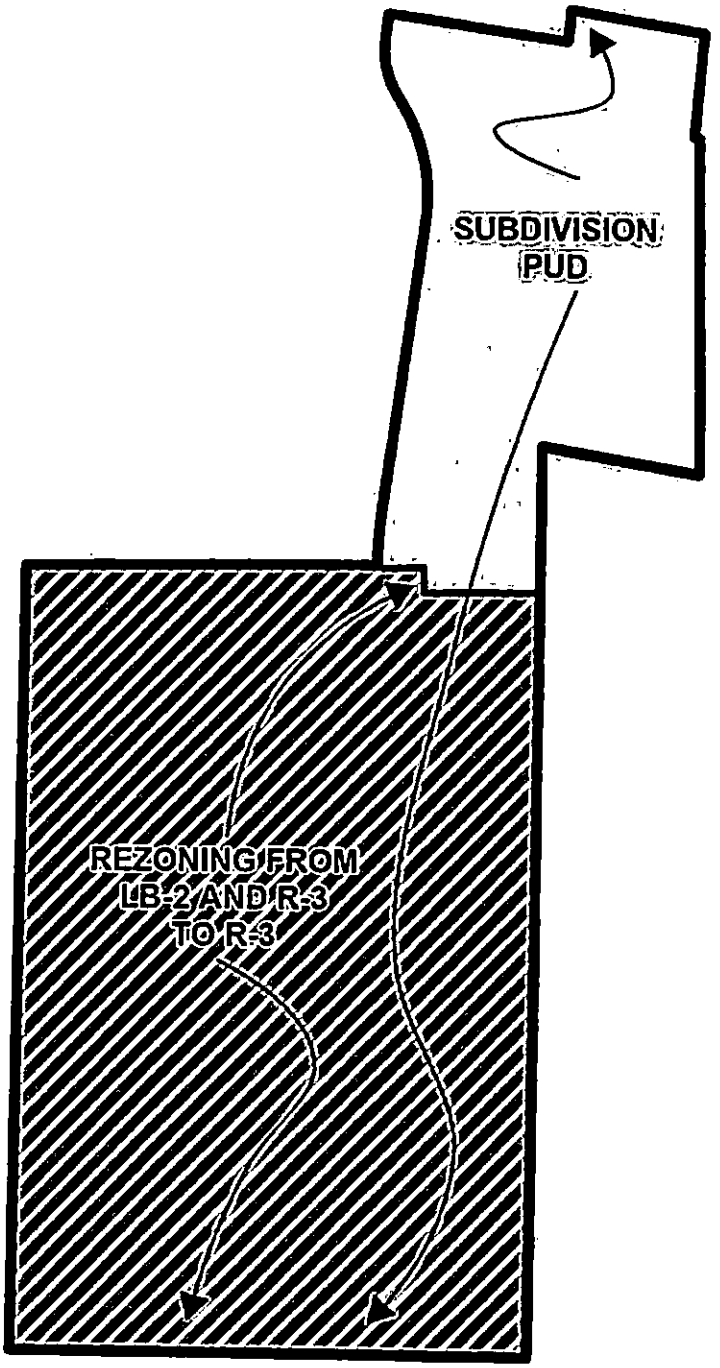
APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 10 DATE October 6, 2022

APPLICANT Srv Ko Subdivision

REQUEST Subdivision, PUD, Rezoning from LB-2 and R-3 to R-3

N

NTS

Notice of Public Hearing for the Proposed Rezoning of Property
South side of Dauphin Street, 520'± East of Sage Avenue,
extending to the East side of Sage Avenue, 905'± South of Dauphin Street,
and extending to the West termini of Exter Drive and Sherwood Drive South

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at South side of Dauphin Street, 520'± East of Sage Avenue, extending to the East side of Sage Avenue, 905'± South of Dauphin Street, and extending to the West termini of Exter Drive and Sherwood Drive South from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

A PORTION OF LOT 1, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG THE SOUTH BOUNDARY OF SAID LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, RUN S89°18'07"E 589.36 FEET TO A POINT; THENCE RUN S00°43'25"W 40.00 FEET TO A POINT; THENCE RUN S89°18'07"E 170.00 FEET TO A POINT ON THE WEST BOUNDARY OF LOURANDO SUBDIVISION, AS PER PLAT RECORDED IN MAP BOOK 5, PAGES 572-573 OF SAID

PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; THENCE ALONG SAID WEST BOUNDARY OF LOURANDO SUBDIVISION, RUN S00°43'25"W 388.48 FEET TO THE NORTHEAST CORNER OF THE AFOREMENTIONED LOT 4, GRAF DAIRY; THENCE ALONG THE NORTH BOUNDARY OF SAID LOT 4, GRAF DAIRY, RUN N89°16'35"W 759.17 FEET TO THE NORTHWEST CORNER OF LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING ON THE AFOREMENTIONED EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED; THENCE ALONG SAID EAST RIGHT OF WAY LINE OF SOUTH SAGE AVENUE, AS WIDENED, RUN N00°41'53" E 428.14 FEET TO THE SOUTHWEST CORNER OF LOT 1A, GRAF DAIRY SUBDIVISION, RESUBDIVISION OF LOTS 1, 2, 3 & 5, UNIT ONE, AS PER PLAT RECORDED IN INSTRUMENT #2020015611 OF SAID PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA; SAID POINT BEING THE POINT OF BEGINNING. CONTAINING 318,400 SQUARE FEET OR 7.31± ACRES.
LOT 4, GRAF DAIRY, AS PER PLAT RECORDED IN MAP BOOK 119, PAGE 77 OF THE PROBATE COURT RECORDS OF MOBILE COUNTY, ALABAMA. CONTAINING 532,161 SQUARE FEET OR 12.22± ACRES.

The classification of said property is hereby changed from LB-2, Limited Neighborhood Business District, and R-3, Multi-Family Residential District, to R-3, Multi-Family Residential District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in R-3, Multi-Family Residential District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a R-3, Multi-Family Residential District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	10/25/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/25/2022 - 2:59 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 2819 Government Boulevard
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 2819 Government Boulevard (south side of Government Boulevard, 235'± east of Thompson Drive, extending to the north side of Thompson Drive North, 75'± east of Thompson Drive) from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COM AT SE COR OF LOT 27 BLK 1 MERTZ CT SUB MBK 3/537 FOR THE POB OF PPTY HEREIN DESC TH CONT RUN SWLY DIR ALG N/L OF THOMPSON DR 100FT TO A PT BEING THE SW COR OF SD LOT 27 BLK 1 TH RUN N 31 DEG 25 MIN30 SEC W 223.24 FT TO PT ON S/S US HWY 90 TH RUN N ELY DIR ALG S/S USHWY 90 106 FT TO PT TH RUN E 133 FT TO PT SD PT BEING NE COR OF LOT 27BLK 1 OF SD SUB TH RUN S 232.75 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0006

The classification of said property is hereby changed from R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in B-2, Neighborhood Business District, provided, however, that the plans for any structure or building sought to be erected on said property shall be

in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a B-2, Neighborhood Business District until all of the conditions set forth below have been complied with: 1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of November, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 28th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **2819 Government Boulevard** (South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **B-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **B-2** districts until the following conditions have been complied with: **1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

COM AT SE COR OF LOT 27 BLK 1 MERTZ CT SUB MBK 3/537 FOR THE POB OF PPTY HEREIN DESC TH CONT RUN SWLY DIR ALG N/L OF THOMPSON DR 100FT TO A PT BEING THE SW COR OF SD LOT 27 BLK 1 TH RUN N 31 DEG 25 MIN30 SEC W 223.24 FT TO PT ON S/S US HWY 90 TH RUN N ELY DIR ALG S/S USHWY 90 106 FT TO PT TH RUN E 133 FT TO PT SD PT BEING NE COR OF LOT 27BLK 1 OF SD SUB TH RUN S 232.75 FT TO POB #SEC 51 T4S R1W #MP29 09 51 0006

The classification of said property is hereby changed from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **B-2, Neighborhood Business District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **B-2, Neighborhood Business District** until all of the conditions set forth below have been complied with: **1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Royal Academy Daycare (Brittany Williams, Agent)
2819 Government Boulevard
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive)
Council District 3
C. J. Small

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Joseph Rodrigues
2240 Carrington Drive
Mobile, Alabama 36695

Re: **2819 Government Boulevard**
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).
Council District 3
ZON-002182-2022
Royal Academy Daycare (Brittany Williams, Agent)
Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 6, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

1) **The applicant has demonstrated that there is a manifest error in the Ordinance with regard to zoning classifications; and**
2) **The need to make the subject site a legal lot of record would justify the Rezoning to a single classification.**

The rezoning should be subject to the following conditions:

1) **either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $311.85. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

WELLS FARGO BANK

1001

3001 DAUPHIN ST MOBILE , AL 36606

61-8/620

DATE 10-18-22

PAY TO THE ORDER OF The City of Mobile | $ 311.85

three hundred eleven dollars eighty five cents DOLLARS

ROYALS ACADEMY, INC
BRITNEY WILLIAMS
150 DU RHU DR APT 1906
MOBILE AL 36608-1248

Britney Williams

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 13, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 6, 2022 considered the request of **Royal Academy Daycare (Brittany Williams, Agent)** for a change in zoning from **R-1, Single-Family Residential District and B-2, Neighborhood Business District to B-2, Neighborhood Business District** for the property located at **2819 Government Boulevard** (South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and, 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **2819 Government Boulevard**
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).
Council District 3
ZON-002182-2022
Royal Academy Daycare (Brittany Williams, Agent)
Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **2819 Government Boulevard**
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).
Council District 3
ZON-002182-2022
Royal Academy Daycare (Brittany Williams, Agent)
Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-1, Single-Family Residential District and B-2, Neighborhood Business District, to B-2, Neighborhood Business District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

ZON-002182-2022

Plan Submission
Contact Information

Name of Project ROYALS ACADEMY DAYCARE - RENOVATION/OCCUPANCY CHANGE

Address 2819 GOVERNMENT BLVD, MOBILE, AL 36606

Owner BRITTANY WILLIAMS

Address 2819 GOVERNMENT BLVD, MOBILE, AL 36606

Phone 251-377-6077 **Fax** _____ **E-Mail** ROYALSACADEMY251@GMAIL.COM

Authorized Agent BRITTANY WILLIAMS

Address SAME AS OWNER

Phone 251-377-6077 **Fax** _____ **E-Mail** SAME AS OWNER

Contractor TBD

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Civil Engineer N/A

Address _____

Phone _____ **Fax** _____ **E-Mail** _____

Architect CARLOS GANT, ARCHITECT

Address 656 DAUPHIN ST, MOBILE, AL 36602

Phone 251-377-8457 **Fax** 251-650-1581 **E-Mail** CGANT@GANTLLC.COM

Submitted By:

_____ CARLOS GANT, AIA
Signature **Print**

7/20/2022
Date

ARCHITECT
Affiliation to project/Organization

Effective Date: April 1, 2012

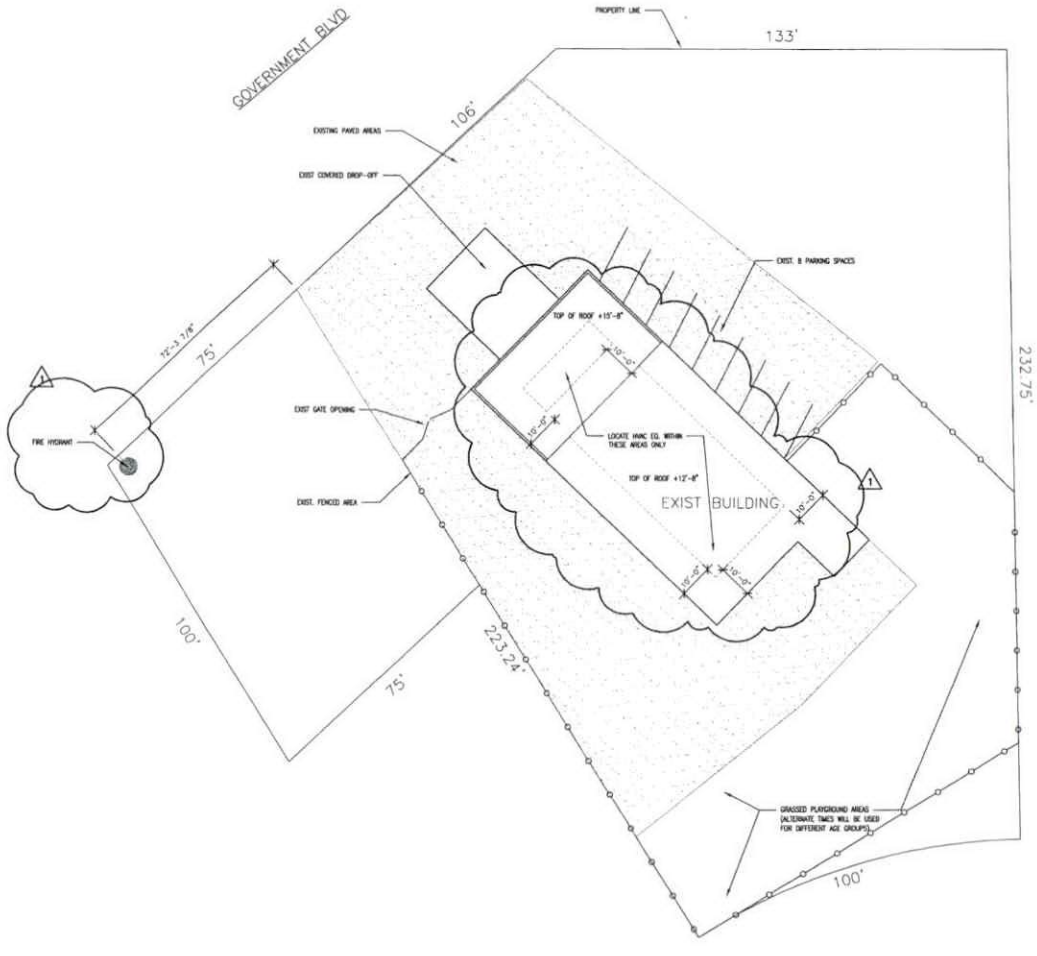
APPLICATION NARRATIVE

ROYAL ACADEMY DACARE
2819 GOVERNMENT BLVD, MOBILE, AL

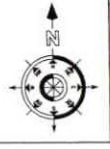
PRESENTLY THE PROPERTY IS SLIT ZONED R-1 AND B-2. IT IS REQUIRE THAT THE PROPERTY. IN ORDER TO MOVE FORWARD WITH THE DAY CARE, BE REZONED FOR THE ENTIRE SITE TO ONE ZONING CLASSIFICATION.

NOTE:
THERE IS NO NEW CONSTRUCTION TO THE EXTERIOR OF THE BUILDING.

GENERAL SITE NOTES:
1. THIS SITE PLAN IS FOR REFERENCE ONLY AND DOES NOT SUBSTITUTE FOR ONE PREPARED BY A LICENSED CIVIL OR SURVEYOR.
2. CURRENT PARKING WILL NOT BE INCREASED OR ALTERED.



E3 EXISTING SITE PLAN
1/16"=1'-0"



GANT
GROUP & ASSOCIATES LLC
ARCHITECTURE, INTERIORS, PLANNING
656 DAUPHIN STREET
MOBILE, ALABAMA 36602
TELEPHONE: (251)207-0457

STATE OF ALABAMA
CARLOS R. GANT
NO. 5981
REGISTERED ARCHITECT

ROYALS ACADEMY DAY CARE
(CONVERSION RENOVATION)
2819 GOVERNMENT BLVD
MOBILE, AL 36606
MOBILE, ALABAMA

REVISIONS

NO.	DATE	REMARKS
1	8/11/22	HYDRANT NOTED/HVAC EQUIP ZONE NOTED

SHEET TITLE
ARCHITECTURAL SITE PLAN

JOB NO. 2022-0022
DATE: 07/15/2022
DRAWN BY: C. GANT
CHECKED BY:
SHEET
AS101

OBJECTID	KEYX	PARCEL	NAME	ADDRESS	SUBDIVISIC	MAIL_ADD	MAIL_ADD	MAIL_ADD
1	890833	R02290951	MOBILE CC	950 MCRAE AVE		P O BOX 180069		
2	890842	R02290951	MOBILE CC	950 MCRAE AVE		P O BOX 180069		
3	890860	R02290951	UNIVERSAL	2819 GOVERNMENT BI		2814 GOVERNMENT BLVD		
4	1468469	R02290951	NGUYEN M	2821 GOVERNMENT BI		7346 RALEIGH WAY N		
5	1724021	R02290951	BUNCH JAS	2865 GOVERNMENT BI		4280 INDUSTRIAL PKWY		
6	890879	R02290951	HARTUNG	2869 GOVERNMENT BI		4864 EMERALD DR E		
7	1481186	R02290951	ENGLISH RI	2762 THOMPSON DR S		P O BOX 3104		
8	1481195	R02290951	PARKER CA	2764 N THOMPSON DI		2766 N THOMPSON DR		
9	891556	R02290951	M Y M S INC			P O BOX 160812		
10	891565	R02290951	M Y M S LL	2757 MAGNOLIA RD		P O BOX 160812		
11	1703099	R02290951	LADNER M.	2830 GOVERNMENT BI		2126 RIVERSIDE DR		
12	1540504	R02290951	GONEKE M	2818 GOVERNMENT BI		2818 GOVERNMENT BLVD		
13	2044013	R02290951	UNIVERSAL	2814 GOVERNMENT BI		2814 GOVERNMENT BLVD		
14	891672	R02290951	BLANKENSI	2850 GOVERNMENT BI		2814 GOVERNMENT BLVD		
15	892519	R02290951	BALTHIS RI	2761 THOMPSON DR		2566 RIVERSIDE DR		
16	2666145	R02290951	J DURGIN F	2755 THOMPSON DR N		3441 MEADOW LN		
17	2667091	R02290951	BARTON JA	2757 THOMPSON DR		3824 ST ANDREWS DR		
18	892537	R02290951	PICCINI JEN	2733 THOMPSON DR		7350 OLD PASCAGOULA RD		
19	892546	R02290951	DIALS RENI	2731 THON	L. G. DAVIS	563 BARCELONA DR		
20	892555	R02290951	DIALS RENI	2729 THOMPSON DR		563 BARCELONA DR		
21	891609	R02290951	MCLEOD PI	2818 GOVERNMENT BI		745 ELLSWORTH DR NW		
22	890888	R02290951	COOK CARI	2760 N THOMPSON DI		2760 N THOMPSON DR		
23	892528	R02290951	CROW ROC	2759 THOMPSON DR N		2759 N THOMPSON DR		
24	1677000	R02290951	MENDEZ RI	2727 THOMPSON DR N		2727 THOMPSON DR N		
25	892564	R02290951	COBB WAL	2723 N THOMPSON DI		2723 N THOMPSON DR		

MAIL_CITY	MAIL_STAT	MAIL_ZIP	Shape_Len	Shape_Are	x	y
MOBILE	AL	36618	2416.596	246425.2		
MOBILE	AL	36618	2247.835	228867.3		
MOBILE	AL	36606	806.4652	40657.41		
MOBILE	AL	36695	350.1346	7309.585		
EIGHT MILE	AL	36613	807.0485	27824.82		
MOBILE	AL	36619	866.9602	33876.67		
DAPHNE	AL	36526	397.5514	7739.473		
MOBILE	AL	36606	415.1159	9085.472		
MOBILE	AL	36616	740.1679	31917.9		
MOBILE	AL	36616	353.2407	6971.223		
MOBILE	AL	36605	204.5118	1778.215		
MOBILE	AL	36606	568.2445	12972.05		
MOBILE	AL	36606	811.3511	29252.64		
MOBILE	AL	36606	1084.835	45501.16		
MOBILE	AL	36605	880.9678	38645.72		
MOBILE	AL	36618	414.3186	8307.842		
MOBILE	AL	36693	406.6241	7665.662		
THEODORE	AL	36582	345.2508	6867.901		
SATSUMA	AL	36572	330.9664	6405.871		
SATSUMA	AL	36572	448.3651	11087.16		
ATLANTA	GA	30318	520.223	13913.49		
MOBILE	AL	36606	424.2827	9647.545		
MOBILE	AL	36606	404.0309	7490.603		
MOBILE	AL	36606	812.2155	30067.08		
MOBILE	AL	36606	992.6375	39600.95		

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
950 MCRAE AVE
MOBILE AL 36618
36618R022909510006004.000

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
950 MCRAE AVE
MOBILE AL 36618
36618R022909510006004.01

UNIVERSAL PROPERTY INVESTMENTS LLC
2819 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006007.000

NGUYEN MINH HUU & TUONG-VY NGUYEN
2821 GOVERNMENT BLVD
MOBILE AL 36695
36695R022909510006008.000

BUNCH JASON
2865 GOVERNMENT BLVD
EIGHT MILE AL 36613
36613R022909510006008.01

HARTUNG COMMERCIAL PROPERTIES INC C/O PRITCHETT HENRY
2869 GOVERNMENT BLVD
MOBILE AL 36619
36619R022909510006009.000

ENGLISH RUFUS
2762 THOMPSON DR S
DAPHNE AL 36526
36526R022909510006010.01

PARKER CARLOS
2764 N THOMPSON DR
MOBILE AL 36606
36606R022909510006010.02

M Y M S INC

MOBILE AL 36616
36616R022909510006062.000

M Y M S LLC
2757 MAGNOLIA RD
MOBILE AL 36616
36616R022909510006063.000

LADNER MARLENE
2830 GOVERNMENT BLVD
MOBILE AL 36605
36605R022909510006068.03

GONEKE MICKEY C & VIRGINIA H
2818 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006069.000

UNIVERSAL PROPERTY INVESTMENTS LLC
2814 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006070.001

BLANKENSHIP PROPERTIES LLC
2850 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006074.000

BALTHIS RICHARD LEE
2761 THOMPSON DR
MOBILE AL 36605
36605R022909510006154.000

J DURGIN REALTY LLC, AN ALABAMA LLC
2755 THOMPSON DR N
MOBILE AL 36618
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BARTON JAMES E JR
2757 THOMPSON DR
MOBILE AL 36693
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PICCINI JENO E
2733 THOMPSON DR
THEODORE AL 36582
36582R022909510006156.000

DIALS RENEE D
2731 THOMPSON DR
SATSUMA AL 36572
36572R022909510006157.000

DIALS RENEE D
2729 THOMPSON DR
SATSUMA AL 36572
36572R022909510006158.000

MCLEOD PROPERTIES LP A GEORGIA LIMITED PARTNERSHIP C/O GONEKE MICKEY C & VIRGINIA H GONEKE
2818 GOVERNMENT BLVD
ATLANTA GA 30318

COOK CAROLYN
2760 N THOMPSON DR
MOBILE AL 36606
36606R022909510006010.000

CROW ROGER D & MARGARET M
2759 THOMPSON DR N
MOBILE AL 36606
36606R022909510006155.000

MENDEZ ROSALBINO & MARIA T
2727 THOMPSON DR N
MOBILE AL 36606
36606R022909510006159.000

COBB WALTER
2723 N THOMPSON DR
MOBILE AL 36606
36606R022909510006160.000

BRITTANY WILLIAMS
2819 GOVERNMENT BLVD
MOBILE, AL 36606

BRITTANY WILLIAMS
2819 GOVERNMENT BLVD
MOBILE, AL 36606

MOBILE COUNTY OF BOARD OF SCHOOL COMMISSIONERS
950 MCRAE AVE
MOBILE AL 36618
36618R022909510006004.000

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MOBILE AL 36606
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36695R022909510006008.000

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36605R022909510006068.03

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MOBILE AL 36606
36606R022909510006070.001

BLANKENSHIP PROPERTIES LLC
2850 GOVERNMENT BLVD
MOBILE AL 36606
36606R022909510006074.000

BALTHIS RICHARD LEE
2761 THOMPSON DR
MOBILE AL 36605
36605R022909510006154.000

J DURGIN REALTY LLC, AN ALABAMA LLC
2755 THOMPSON DR N
MOBILE AL 36618
36618R022909510006155.001

BARTON JAMES E JR
2757 THOMPSON DR
MOBILE AL 36693
36693R022909510006155.002

PICCINI JENO E
2733 THOMPSON DR
THEODORE AL 36582
36582R022909510006156.000

DIALS RENEE D
2731 THOMPSON DR
SATSUMA AL 36572
36572R022909510006157.000

DIALS RENEE D
2729 THOMPSON DR
SATSUMA AL 36572
36572R022909510006158.000

MCLEOD PROPERTIES LP A GEORGIA LIMITED PARTNERSHIP C/O GONEKE MICKEY C & VIRGINIA H GONEKE
2818 GOVERNMENT BLVD
ATLANTA GA 30318
30318R022909510006068.000

COOK CAROLYN
2760 N THOMPSON DR
MOBILE AL 36606
36606R022909510006010.000

CROW ROGER D & MARGARET M
2759 THOMPSON DR N
MOBILE AL 36606
36606R022909510006155.000

MENDEZ ROSALBINO & MARIA T
2727 THOMPSON DR N
MOBILE AL 36606
36606R022909510006159.000

COBB WALTER
2723 N THOMPSON DR
MOBILE AL 36606
36606R022909510006160.000

ZONING AMENDMENT STAFF REPORT Date: October 6, 2022

NAME Royal Academy Daycare (Brittany Williams, Agent)

LOCATION 2819 Government Boulevard
(South side of Government Boulevard, 235'± East of Thompson Drive, extending to the North side of Thompson Drive North, 75'± East of Thompson Drive).

CITY COUNCIL DISTRICT District 3

PRESENT ZONING R-1, Single-Family Residential District, and B-2, Neighborhood Business District

PROPOSED ZONING B-2, Neighborhood Business District

AREA OF PROPERTY 0.9± Acre

CONTEMPLATED USE Rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.
It should be noted that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.

TIME SCHEDULE FOR DEVELOPMENT Not provided.

ENGINEERING COMMENTS

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
5. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
6. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS No comments.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting rezoning from R-1, Single-Family Residential District, and B-2, Neighborhood Business District, to B-2, Neighborhood Business District.

The site has been given a Mixed Commercial Corridor (MCC) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework

Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This land use designation mostly applies to transportation corridors west of I-65 serving primarily the low-density (suburban) residential neighborhoods. MCC includes a wide variety of retail, services and entertainment uses.

This designation acknowledges existing commercial development that is spread along Mobile's transportation corridors in a conventional strip pattern or concentrated into shorter segments of a corridor.

Over time, new development and redevelopment in Mixed Commercial Corridors is encouraged to raise design quality, improve connectivity to surrounding neighborhoods; improved streetscapes; and improve mobility and accessibility for all users of the corridor.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

The subject site appears to have been assigned the current split zoning with the adoption of the original Zoning Ordinance in May, 1967. One month later, a variance was granted to allow the construction of an office and dry cleaning laundry plant on the site. The dry cleaning and laundry closed in November 2019. The applicant now proposes to operate a child day care center on the site which requires a change of occupancy, to include compliance with the Zoning Ordinance. Since the site is split-zoned, the classification must be changed to one classification which would allow the new proposed use; hence this request.

The applicant states the following concerning the request:

> *REZOING IS REQUIRED BECAUSE CURRENT PORPERTY IS SPLIT ZONED R-1 & B-2. REZONING IS REQUIRED TO COMBINE PROPERTY INTO ONE ZONING CLASSIFICATION.*

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The site plan submitted with the application indicates the site "as-is" with no modifications proposed to meet the site compliance requirements of the Zoning Ordinance. However, as Rezoning approvals are not site plan specific, the application can be reviewed based upon the proposed use and the prevailing conditions cited by the applicant.

The proposed use as a child day care is allowed by right in a B-2 District. As the site is currently split-zoned, the rezoning to B-2 would bring the entire site into the proper zoning classification for the proposed use. It should be emphasized that the proposed classification of B-2 is in keeping with the Future Land Use Map classification for the site. The applicant has demonstrated that there is a manifest error in the Ordinance with regard to zoning classifications, and the rezoning request should be considered for approval.

It should be noted that the site is a metes-and-bounds legal description. Therefore, either the site should be made into one legal lot of record via a one-lot Subdivision, or a deed from 1962 or earlier describing the property in its current configuration should be required, if approved.

As previously stated, the review for a Rezoning application is not site plan specific. If approved, full compliance with all municipal codes and ordinances, including, but not limited to parking surfacing and maneuvering area, refuse removal, required sidewalks, and residential buffering will be required.

RECOMMENDATION Based on the preceding, the application is recommended for Approval due to the following:

1) The applicant has demonstrated that there is a manifest error in the Ordinance with regard to zoning classifications; and
2) The need to make the subject site a legal lot of record would justify the Rezoning to a single classification.

The rezoning should be subject to the following conditions:

1) either completion of the Subdivision process or provision of a 1962 or earlier deed describing the property in its current configuration; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 5 DATE October 6, 2022

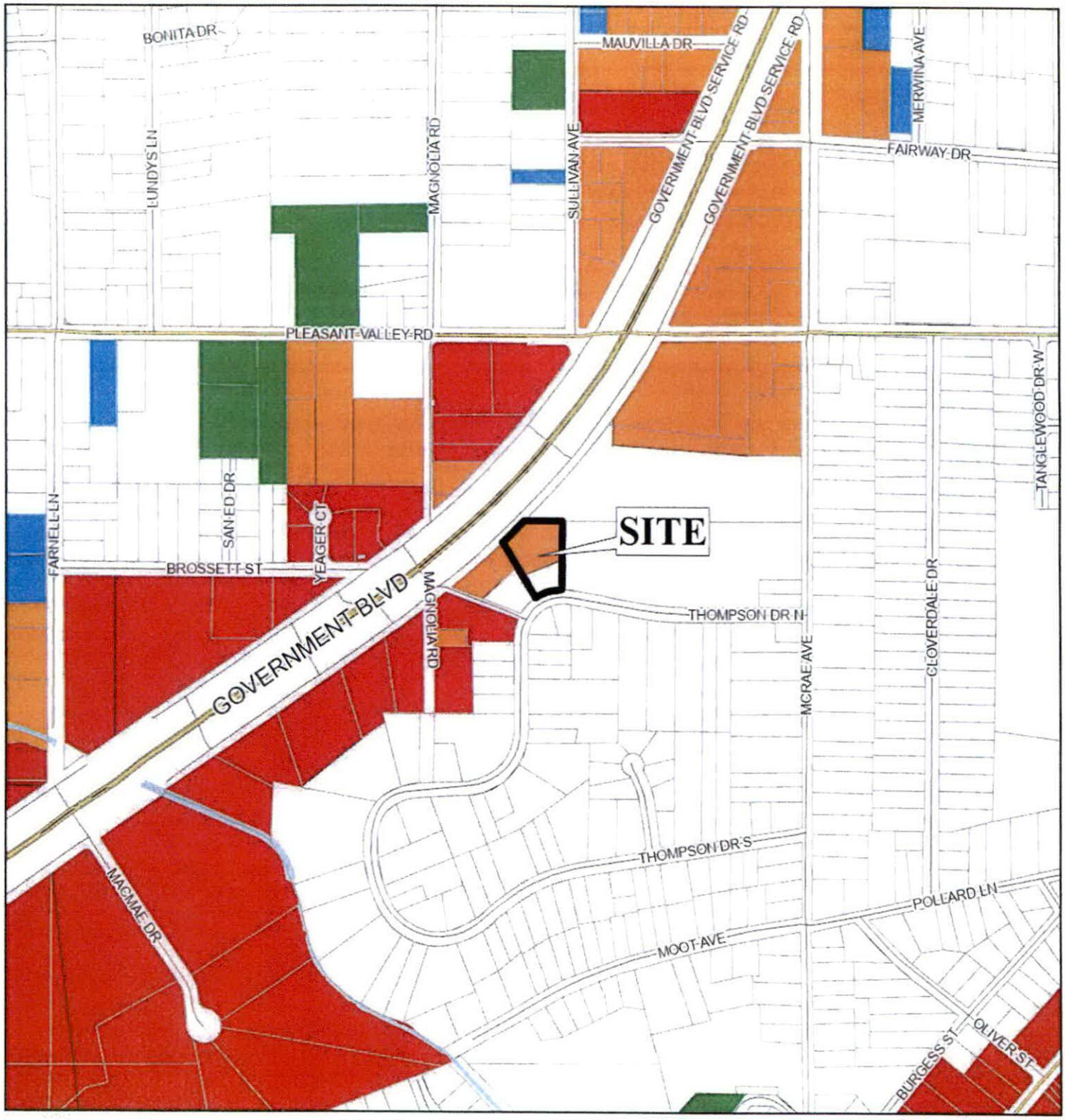
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 5 DATE October 6, 2022

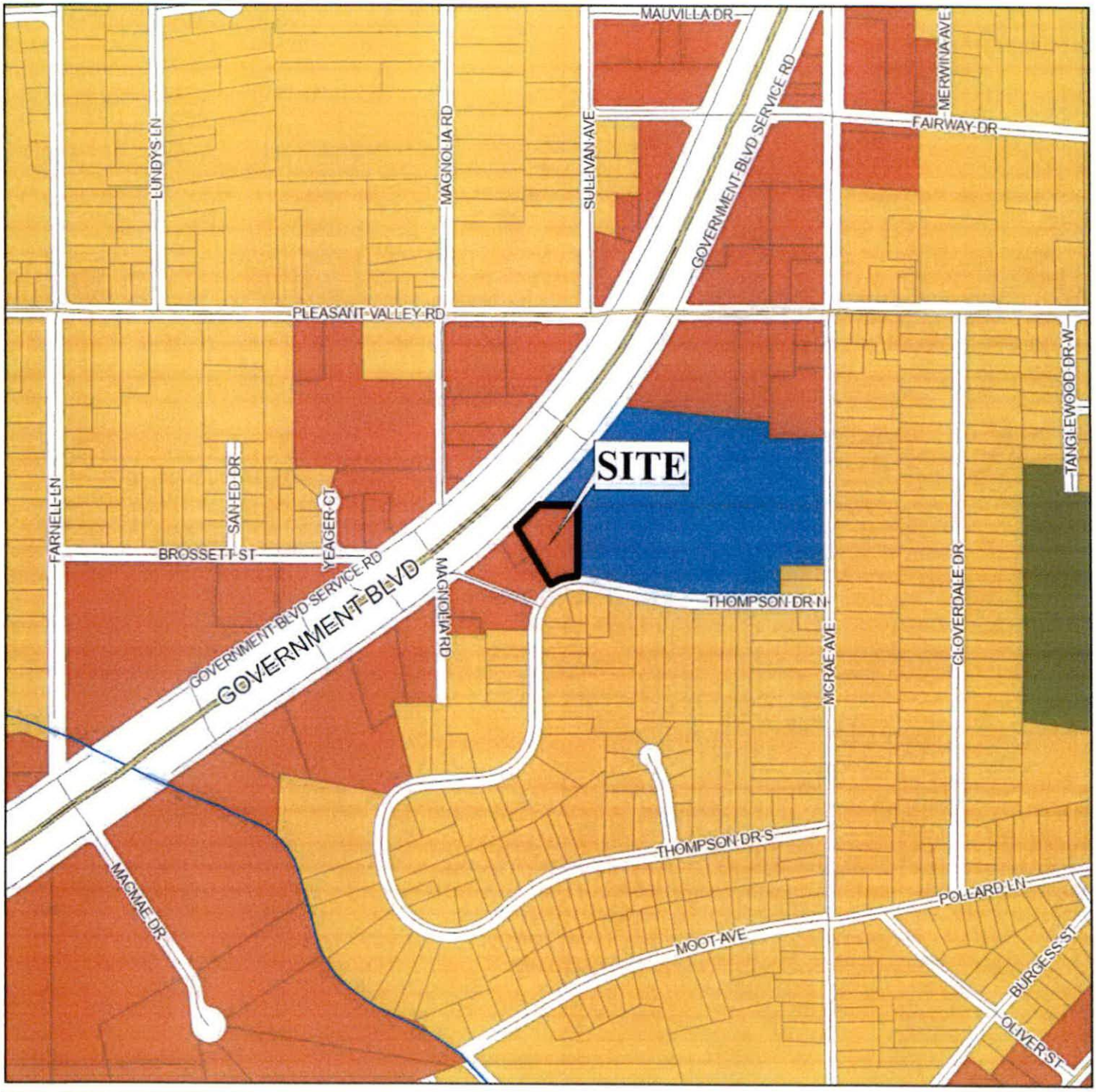
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

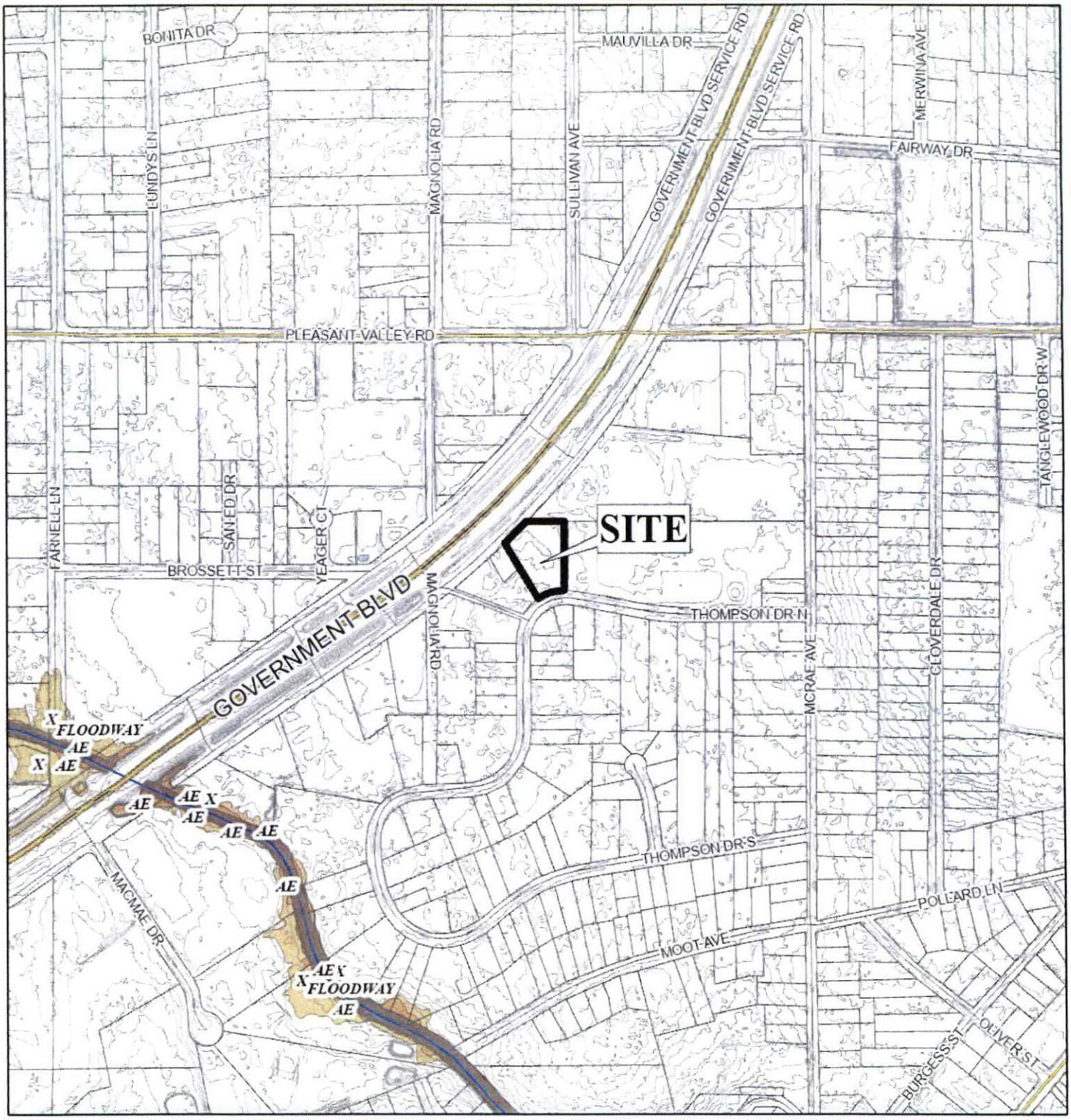
REQUEST Rezoning From R-1 And B-2 To B-2

Layer2
- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by commercial units to the west, and residenial units to the southeast. A school lies east of the site.

APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

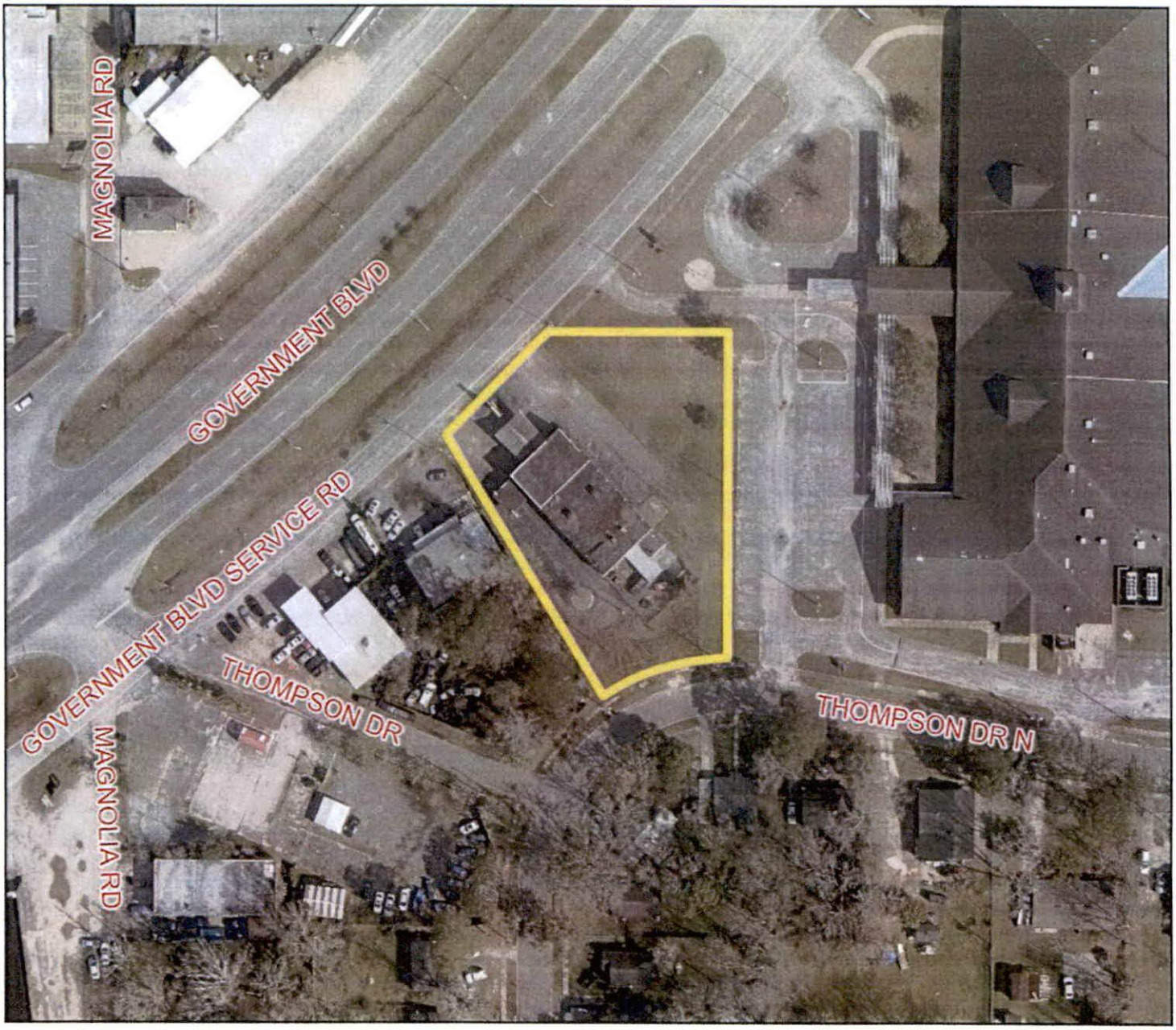
REQUEST Rezoning From R-1 And B-2 To B-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



APPLICATION NUMBER 5 DATE October 6, 2022

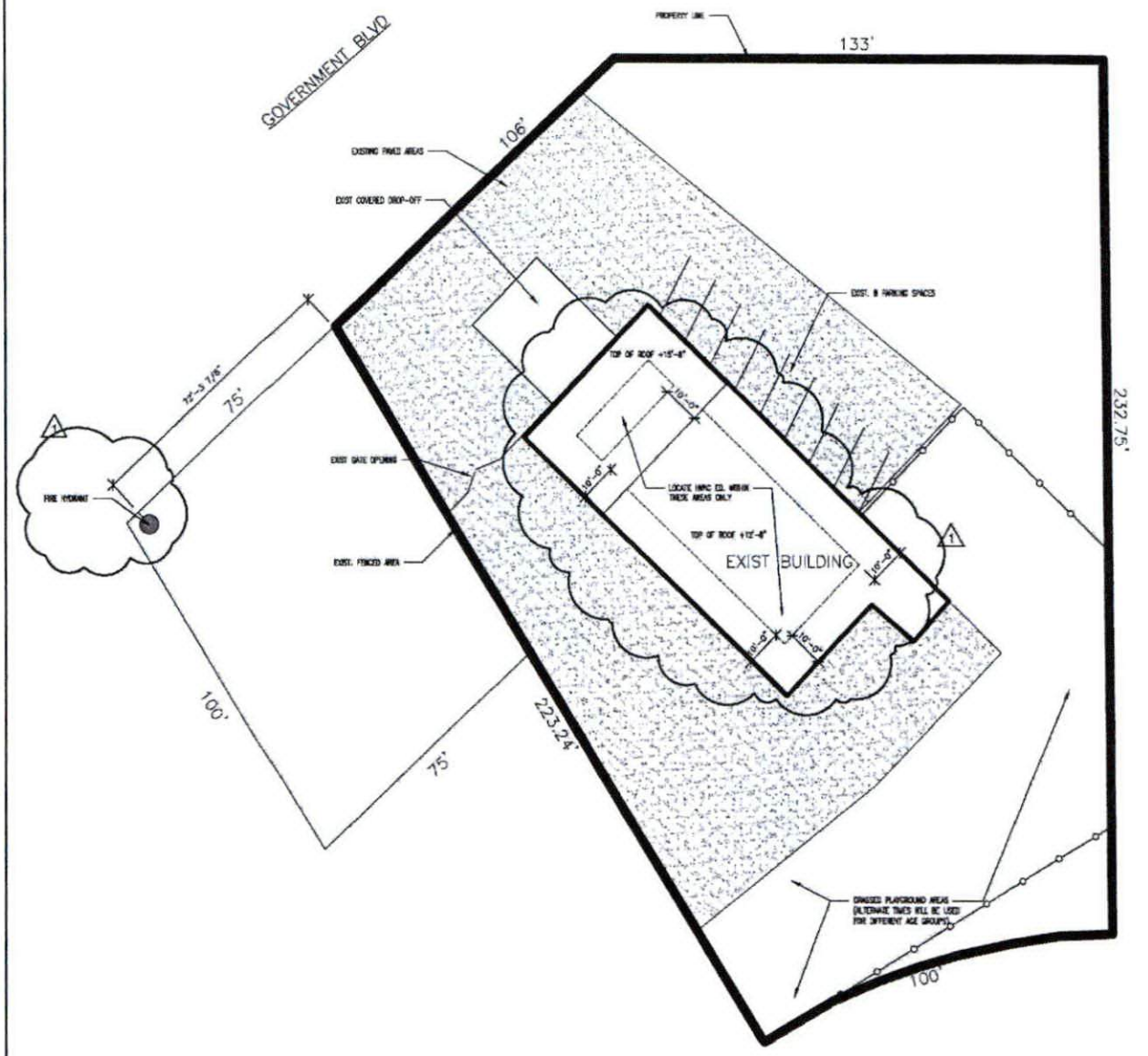
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

SITE PLAN



The site illustrated the existing building, fencing, and playground area.

APPLICATION NUMBER 5 DATE October 6, 2022

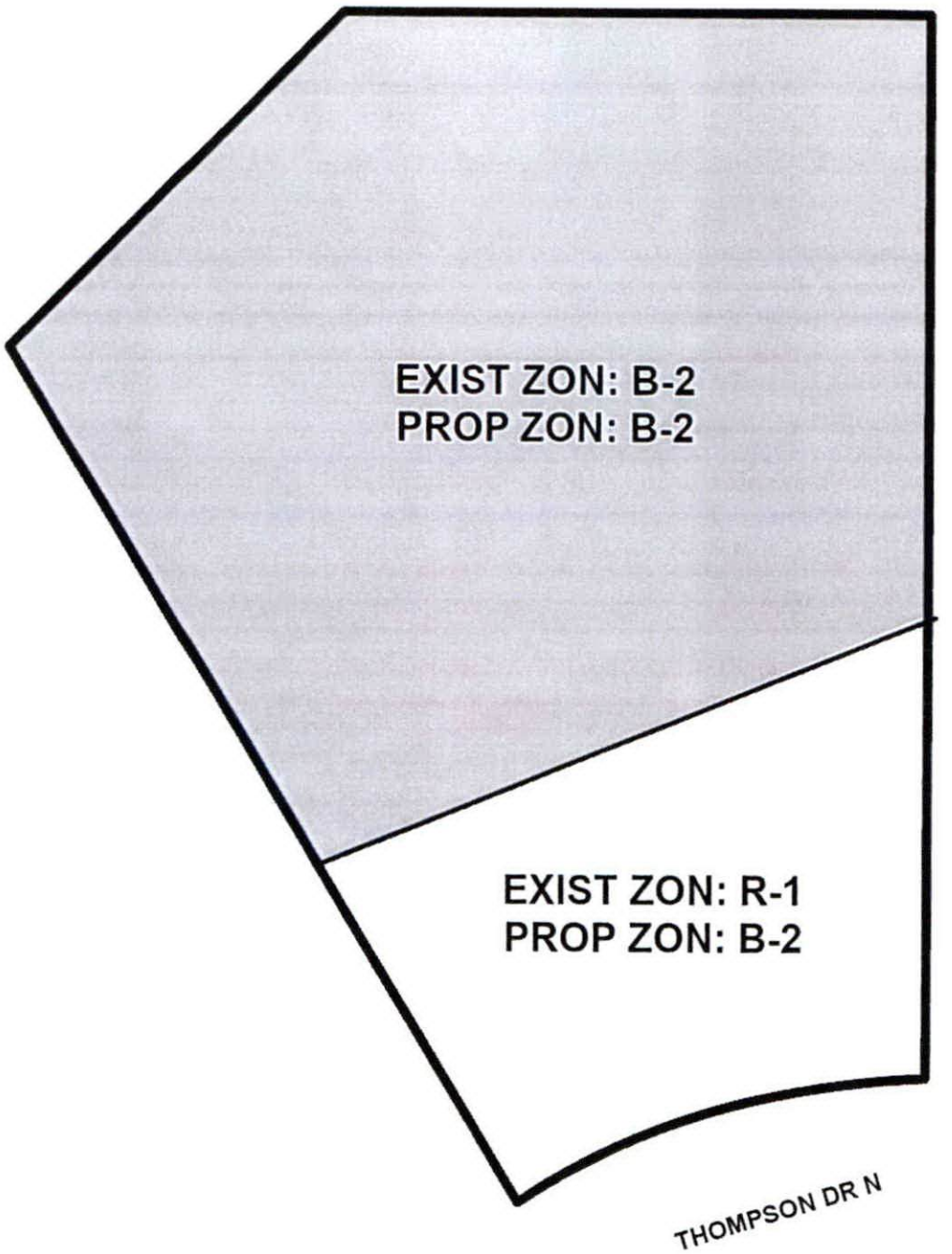
APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 5 DATE October 6, 2022

APPLICANT Royal Academy Daycare (Brittany Williams, Agent)

REQUEST Rezoning From R-1 And B-2 To B-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmember Small

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/21/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	10/25/2022 - 3:01 PM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 1263 Baker Street
(South side of Baker Street, 2/5± mile West of Yeend Street)

Pursuant to Resolution of the Mobile, Alabama City Council adopted October 25, 2022, a public hearing will be held on the 22nd day of November, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 1263 Baker Street (south side of Baker Street, 2/5± mile West of Yeend Street) from R-2, Two-Family Residential District, and I-2, Heavy Industrial District, to I-2, Heavy Industrial District.

The public hearing will be held in the Auditorium of Government Plaza, 205 Government Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-

12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

The classification of said property is hereby changed from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-2, Heavy Industrial District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-2, Heavy Industrial District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the Auditorium of the Government Plaza in Mobile, Alabama on the 22nd day of November, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 28th day of October, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **1263 Baker Street** (South side of Baker Street, 2/5± mile West of Yeend Street).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE

TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

The classification of said property is hereby changed from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District,** and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-2, Heavy Industrial District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industrial District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Alabama State Port Authority (Casey Pipes, Agent)
1263 Baker Street
(South side of Baker Street, 2/5± mile West of Yeend Street)
Council District 3
C. J. Small

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

October 19, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 6, 2022 considered the request of **Alabama State Port Authority (Casey Pipes, Agent)** for a change in zoning from **R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District** for the property located at **1263 Baker Street** (South side of Baker Street, 2/5± mile West of Yeend Street).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Helmsing, Leach, Herlong, Newman & Rouse P.C.

062478

137772 $408.80 23615 SPH Mobile/

ZON-002207-2022
Alabama State Port Authority

000864 City of Mobile 10/18/2022 $408.80

Payee Name: City of Mobile

62478

HELMSING LEACH
ATTORNEYS AT LAW

150 Government Street
2000 La Clede Bldg.
P.O. Box 2767
Mobile, AL 36652

HANCOCK BANK
61-661
651

062478

10/18/2022 DATE

$408.80 AMOUNT

Four Hundred Eight and 80/100 Dollars

PAY TO THE ORDER OF

City of Mobile
Post Office Box 1827
Mobile, AL 36633-1827

Helmsing, Leach, Herlong, Newman & Rouse P.C. - Lawyers Firm Account

AUTHORIZED SIGNATURE

⑈062478⑈ ⑆065106619⑆ ?2098083 6⑈

HELMSING
LEACH
ATTORNEYS AT LAW

CASEY PIPES
jcp@helmsinglaw.com

October 18, 2022

VIA HAND DELIVERY
Build Mobile
Government Plaza Building
205 Government Street
Mobile, AL 36602

RE: ZON-002207-2022 Alabama State Port Authority

To whom it may concern:

Enclosed is our firm check in the amount of $408.80 which is the advertising fee for the above referenced zoning application.

Very truly yours,

CASEY PIPES

JCP/mcn
Enclosures

THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 11, 2022

Casey Pipes
Helmsing Leach Herlong Newman
150 Government Street
Unit 2000
Mobile, Alabama 36602

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 6, 2022, the Planning Commission considered the above referenced Subdivision application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a) **changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,**
b) **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The approval should be subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

The advertising fee for this application based on the current legal description is $408.80. Upon receipt of this fee (*check made out to the "City of Mobile"*), your application will be forwarded to the City Clerk's office to be scheduled for public hearing by the City Council.

ZON-002207-2022 ALABAMA STATE PORT AUTHORITY
October 11, 2022

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION

September 22, 2022

PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **1263 Baker Street**
(South side of Baker Street, 2/5± mile West of Yeend Street).
Council District 3
ZON-002207-2022 (Rezoning)
Alabama State Port Authority (Casey Pipes, Agent)
Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 6, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 5, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

City of Mobile · Planning & Zoning

Planning Commission Application

SEVEN (7) COPIES of all the necessary information as required by the Zoning Ordinance, including the site plan, must be submitted along with **SEVEN (7) COPIES of this application by NOON** on the deadline filing date. Otherwise this application will not be accepted. Separate application packets are required for each application type.

APPLICATION TYPE AND FEES

☒ **Zoning Change**	☐ **Planning Approval**	☐ **Planned Unit Development**
$100.00 (if recommended for approval, additional advertising fee required)	$150.00 (non-profit $50)	$150.00

(Application Fee + Postage Fee + $ 1.00 Notification Fee per mailing label + $ 1.00 Computer/Fax Fee = **Total Application Cost)**

1. APPLICANT If other than property owner, must furnish written authorization from owner.

Casey Pipes — Name

jcp@helmsinglaw.com — Email

P.O. Box 2767 Mobile AL 36652 — Full Address (Street, City, State, Zip)

251-432-5521 — Phone

2. OWNER Submit evidence, such as deed or tax assessment that the person has right of possession to the land and any structures thereon.

Alabama State Port Authority — Name

Name (other owners, optional)

3. PROPERTY INFORMATION Attach a brief description of the property location, parcel number, and a legal description.

See attached — Property Address

See attached — Parcel Number

50.91 acres — Property Area (acres or square feet)

I-2 and B-2 — Present Zoning

I-2 — Proposed Zoning (if applicable)

4. APPLICATION DESCRIPTION Attach a description of the contemplated use and character of improvements, existing or to be constructed, on this property and a time schedule for development (beginning and completion of development and, if planned in stages, schedule shall indicate the successive stages and the development planned for each stage).

5. PLAN CONSISTENCY STATEMENT Attach a document that illustrates how the application is consistent with the Comprehensive Plan (Map for Mobile: Framework for Growth) and the Future Land Use Plan. The document should include a narrative, a matrix, and any graphics that may help illustrate consistency with the plan, or justify any inconsistencies.

6. ZONING STATEMENT (zoning applications only) Attach a statement explaining the condition(s) that make the passage of the zoning amendment necessary, and what is the probable effect of this proposed amendment on the surrounding land uses and properties. The Zoning Ordinance states that an amendment is to be made only when one or more of the following conditions prevail: 1) there is a manifest error in the ordinance; 2) changes in conditions in a particular area make a change in the ordinance necessary and desirable; 3) an increased need for business or industrial sites in addition to sites that are available, make it necessary and desirable to rezone an area or extend the boundaries of an existing district; 4) the subdivision of land into urban building sites makes reclassification necessary and desirable.

7. PLANNED UNIT DEVELOPMENT STATEMENT (PUD applications only) Attach a statement describing the PUD ownership, and copies of agreements or covenants proposed to govern the PUD (see Section 64-5.D.2.a. for other required documentation).

8. SITE PLAN (7 COPIES must be filed with the application) The site plan, drawn to scale, must illustrate the following information: Dimensions of the site which will be affected; streets and easements bounding and intersecting the designated area; dimensions and locations of existing and proposed structures; yards/setbacks of existing and proposed structures; building height of structures; existing and proposed parking spaces, drive-ways, and access points; buffer protections (such as fences or planting strips); and landscaping. Also, please submit a digital copy (DXF or DWG - AutoCAD 2007 compatible) with different improvements/requirements on separate layers.

9. TREES Are there any 24-inch diameter or larger trees on the site? ■ **YES** ☐ **NO**
If YES, are they shown on the Site Plan? ☐ **YES** ■ **NO**

10. LABELS FOR NOTIFICATION Provide the names and complete addresses of owners of property lying within 300 feet of the property in this application, as shown by the latest assessment records of the Mobile County Revenue Commissioner's Office located in the plat and map room. ALL property ownership information provided for notification MUST be verified through Probate Court records. Each name and address must be TYPED on a standard size (approximately 1" x 2-5/8") white self-adhesive label. Include one (1) label with the APPLICANT'S name and address, plus one (1) label with the OWNER'S name and address (if applicant and owner differ). A PHOTOCOPY OF THE TYPED LABELS MUST ALSO BE SUBMITTED. (Please use 8_1/2" x 11" sheets of labels).

11. SIGNATURE It is warranted in good faith by the applicant whose name is signed hereto that all of the above facts are true and correct.

Applicant Signature _____ Date 9/6/22

AGREEMENT ALLOWING THE CITY OF MOBILE TO POST PUBLIC NOTICE SIGNS ON PROPERTY PENDING BEFORE THE MOBILE CITY PLANNING COMMISSION

I hereby agree to allow the City of Mobile to post on my property, which is under consideration for rezoning or Planning Approval, a sign notifying the general public of said request. I understand that the City of Mobile will erect and maintain said sign for the prescribed period of time.

Applicant Signature _____ Date 9/6/22

Application Submission
Contact Information

Name of Project: Port of Mobile Logistics Park Subdivision

Address: Baker Street (no address)

Owner: Alabama State Port Authority

Address: 250 Water Street, Suite 300 Mobile AL Zip Code: 36602

Phone: _____ Fax: _____ Email: _____

Authorized Agent: Casey Pipes

Address: P.O. Box 2767 Mobile AL Zip Code: 36652

Phone: 251-432-5521 Fax: 251-432-0633 Email: jcp@helmsinglaw.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: Jacob Franklin, P.E. Kimley-Horn

Address: 11 N. Water Street, Suite 9290 Mobile AL Zip Code: 36602

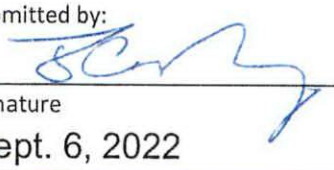
Phone: 251-316-2581 Fax: _____ Email: jacob.franklin@kimley-horn.com

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:



Casey Pipes
Signature Print

Sept. 6, 2022 Agent for Owner
Date Affiliation to project/Organization

August 8, 2022

Build Mobile
Government Plaza Building
PO Box 1827
Mobile, AL 36633

RE: Authorization Letter

To whom it may concern:

The Alabama State Port Authority is the owner of the property listed on Exhibit A.

We hereby authorize Casey Pipes to apply for land use and zoning applications, including subdivision, rezoning, voluntary use restrictions, and sidewalk waivers, for some or all of the parcels listed on Exhibit A.

Thank you for your attention to this matter.

ALABAMA STATE PORT AUTHORITY

By: DOUGLAS C. OTTO, JR.
Its: VICE PRESIDENT, ENGINEERING

Enclosure

EXHIBIT A

PID	KEYNUM
2911360002001XXX	966146
2911360009001XXX	974333
2911360002002XXX	966155
2911360002003XXX	966164
2911360002004XXX	966173
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PORT OF MOBILE LOGISTICS PARK SUBDIVISION
LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 129, PAGE 42 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 97.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-02'-06" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-54" EAST A DISTANCE OF 300.63 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-09'-59" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 86°-42'-08", A RADIUS OF 40.50 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 55.60 FEET) AN ARC DISTANCE OF 28.75 FEET; THENCE RUN NORTH 19°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-18'-53" WEST A DISTANCE OF 118.95 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-20'-38" WEST A DISTANCE OF 50.26 FEET; THENCE RUN SOUTH 88°-15'-48" WEST A DISTANCE OF 82.45 FEET; THENCE RUN NORTH 84°-50'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 55°-52'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-59'-47" EAST, AND A CHORD LENGTH OF 146.03 FEET) AN ARC DISTANCE OF 151.98 FEET; THENCE RUN NORTH 06°-50'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 279.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-14", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57' FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 26°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 255.92 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-45'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.69 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 982.61 FEET; THENCE RUN NORTH 39°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.91 ACRES, MORE OR LESS.

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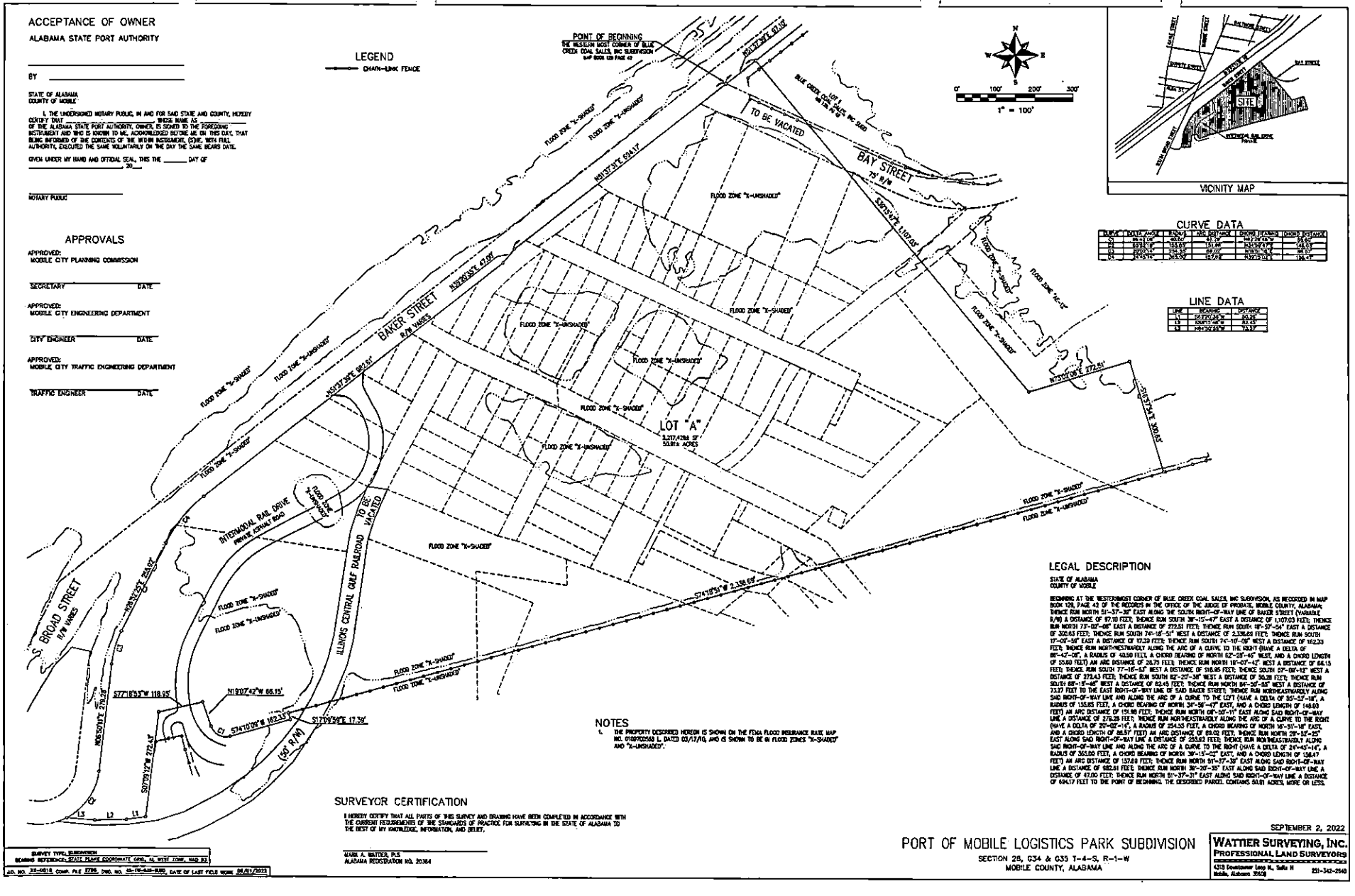
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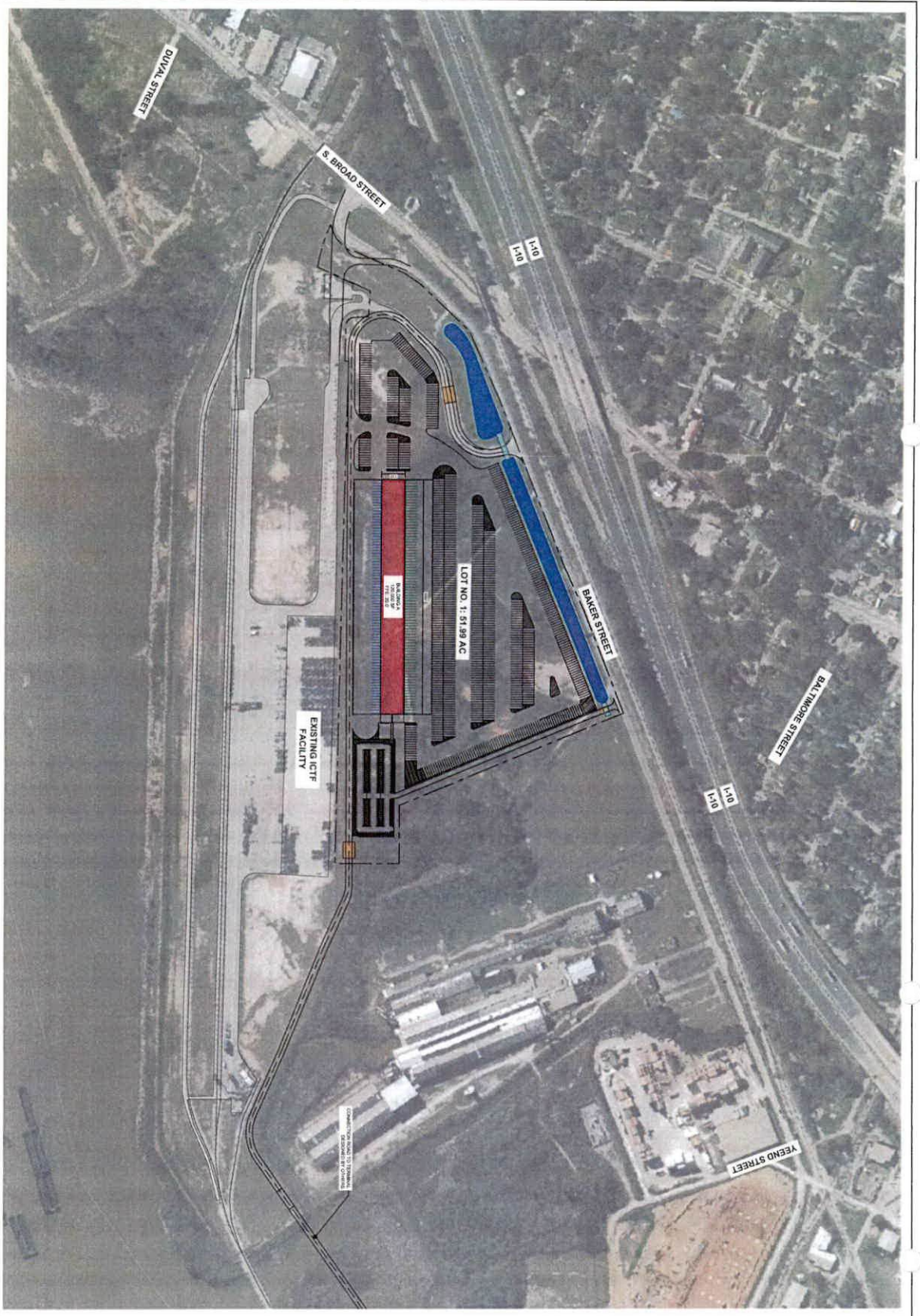
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ACCEPTANCE OF OWNER
ALABAMA STATE PORT AUTHORITY
BY
STATE OF ALABAMA
COUNTY OF MOBILE
I, THE UNDERSIGNED NOTARY PUBLIC, IN AND FOR SAID STATE AND COUNTY, HEREBY CERTIFY THAT WHOSE NAME AS OF THE ALABAMA STATE PORT AUTHORITY, OWNER, IS SIGNED TO THE FOREGOING INSTRUMENT AND WHO IS KNOWN TO ME, ACKNOWLEDGED BEFORE ME ON THIS DAY, THAT BEING INFORMED OF THE CONTENTS OF THE WITHIN INSTRUMENT, (S)HE, WITH FULL AUTHORITY, EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.
GIVEN UNDER MY HAND AND OFFICIAL SEAL, THIS THE ____ DAY OF ____, 20__
NOTARY PUBLIC
APPROVALS
APPROVED:
MOBILE CITY PLANNING COMMISSION
SECRETARY DATE
APPROVED:
MOBILE CITY ENGINEERING DEPARTMENT
CITY ENGINEER DATE
APPROVED:
MOBILE CITY TRAFFIC ENGINEERING DEPARTMENT
TRAFFIC ENGINEER DATE
LEGEND
CHAIN-LINK FENCE
POINT OF BEGINNING
THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION
MAP BOOK 128 PAGE 43
N51°37'39"E 87.10'
BLUE CREEK COAL SALES, INC SUBDIVISION
LOT 1
TO BE VACATED
BAY STREET
75' R/W
S39°57'54"E 1,107.03'
N51°37'39"E 694.17'
N39°57'54"W 1,107.03'
BAKER STREET
R/W VARIES
N39°57'54"W 1,107.03'
N51°37'39"E 694.17'
LOT "A"
2,217,428± SF
50.89± ACRES
S39°57'54"E 300.85'
N73°07'39"E 272.51'
INTERMODAL RAIL DRIVE
PRIVATE ASPHALT ROAD
ILLINOIS CENTRAL GULF RAILROAD
TO BE VACATED
S74°18'51"W 2,336.69'
S. BROAD STREET
R/W VARIES
N05°50'01"E 279.26'
N05°50'01"E 283.92'
S77°16'53"W 118.93'
N19°07'42"W 66.15'
S74°10'39"E 162.33'
S12°09'58"E 17.39'
S07°09'12"W 272.43'
(50' R/W)
FLOOD ZONE "X-SHADED"
FLOOD ZONE "X-UNSHADED"
L1
L2
L3
CURVE DATA
CURVE | DELTA ANGLE | RADIUS | ARC DISTANCE | CHORD BEARING | CHORD DISTANCE
C1 | 24°43'06" | 450.00' | 194.09' | N63°29'45"W | 192.60'
C2 | 03°31'11" | 1,550.00' | 95.24' | N74°33'59"E | 95.23'
C3 | 20°02'41" | 254.55' | 89.05' | N16°51'18"E | 88.59'
C4 | 24°43'06" | 365.00' | 157.46' | N63°29'45"W | 156.27'
LINE DATA
LINE | BEARING | DISTANCE
L1 | S07°09'12"W | 50.00'
L2 | S05°50'01"W | 62.43'
L3 | N84°50'59"W | 74.97'
NOTES
1. THE PROPERTY DESCRIBED HEREON IS SHOWN ON THE FEMA FLOOD INSURANCE RATE MAP NO. 01097C0568 L DATED 03/17/10, AND IS SHOWN TO BE IN FLOOD ZONES "X-SHADED" AND "X-UNSHADED".
SURVEYOR CERTIFICATION
I HEREBY CERTIFY THAT ALL PARTS OF THIS SURVEY AND DRAWING HAVE BEEN COMPLETED IN ACCORDANCE WITH THE CURRENT REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR SURVEYING IN THE STATE OF ALABAMA TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.
MARK A. WATTIER, PLS
ALABAMA REGISTRATION NO. 20364
LEGAL DESCRIPTION
STATE OF ALABAMA
COUNTY OF MOBILE
BEGINNING AT THE WESTERNMOST CORNER OF BLUE CREEK COAL SALES, INC SUBDIVISION, AS RECORDED IN MAP BOOK 128, PAGE 43 OF THE RECORDS IN THE OFFICE OF THE JUDGE OF PROBATE, MOBILE COUNTY, ALABAMA; THENCE RUN NORTH 51°-37'-39" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF BAKER STREET (VARIABLE R/W) A DISTANCE OF 87.10 FEET; THENCE RUN SOUTH 39°-15'-47" EAST A DISTANCE OF 1,107.03 FEET; THENCE RUN NORTH 73°-07'-08" EAST A DISTANCE OF 272.51 FEET; THENCE RUN SOUTH 16°-57'-24" EAST A DISTANCE OF 300.85 FEET; THENCE RUN SOUTH 74°-18'-51" WEST A DISTANCE OF 2,336.69 FEET; THENCE RUN SOUTH 17°-02'-36" EAST A DISTANCE OF 17.39 FEET; THENCE RUN SOUTH 74°-10'-09" WEST A DISTANCE OF 162.33 FEET; THENCE RUN NORTHWESTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 89°-42'-08", A RADIUS OF 450.00 FEET, A CHORD BEARING OF NORTH 62°-28'-46" WEST, AND A CHORD LENGTH OF 254.60 FEET) AN ARC DISTANCE OF 282.70 FEET; THENCE RUN NORTH 16°-07'-42" WEST A DISTANCE OF 66.15 FEET; THENCE RUN SOUTH 77°-16'-53" WEST A DISTANCE OF 118.93 FEET; THENCE SOUTH 07°-09'-12" WEST A DISTANCE OF 272.43 FEET; THENCE RUN SOUTH 82°-27'-36" WEST A DISTANCE OF 50.28 FEET; THENCE RUN SOUTH 88°-15'-46" WEST A DISTANCE OF 82.45 FEET; THENCE RUN NORTH 84°-58'-55" WEST A DISTANCE OF 73.27 FEET TO THE EAST RIGHT-OF-WAY LINE OF SAID BAKER STREET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE LEFT (HAVE A DELTA OF 35°-57'-18", A RADIUS OF 155.85 FEET, A CHORD BEARING OF NORTH 34°-58'-47" EAST, AND A CHORD LENGTH OF 148.03 FEET) AN ARC DISTANCE OF 151.80 FEET; THENCE RUN NORTH 08°-56'-11" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 278.28 FEET; THENCE RUN NORTHEASTWARDLY ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 20°-02'-16", A RADIUS OF 254.55 FEET, A CHORD BEARING OF NORTH 16°-51'-18" EAST, AND A CHORD LENGTH OF 88.57 FEET) AN ARC DISTANCE OF 89.02 FEET; THENCE RUN NORTH 28°-52'-25" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 225.62 FEET; THENCE RUN NORTHEASTWARDLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE TO THE RIGHT (HAVE A DELTA OF 24°-43'-14", A RADIUS OF 365.00 FEET, A CHORD BEARING OF NORTH 39°-15'-02" EAST, AND A CHORD LENGTH OF 156.47 FEET) AN ARC DISTANCE OF 157.60 FEET; THENCE RUN NORTH 51°-37'-39" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 682.61 FEET; THENCE RUN NORTH 38°-20'-35" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 47.00 FEET; THENCE RUN NORTH 51°-37'-31" EAST ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 694.17 FEET TO THE POINT OF BEGINNING. THE DESCRIBED PARCEL CONTAINS 50.89 ACRES, MORE OR LESS.
VICINITY MAP
SITE
SURVEY TYPE: SUBDIVISION
BEARING REFERENCE: STATE PLANE COORDINATE GRID, AL WEST ZONE, NAD 83
JOB NO. 22-0818 COMP. FILE 2786 DWG. NO. 03-PM-SUB-BURD DATE OF LAST FIELD WORK 08/01/2022
SEPTEMBER 2, 2022
PORT OF MOBILE LOGISTICS PARK SUBDIVISION
SECTION 28, G34 & G35 T-4-S, R-1-W
MOBILE COUNTY, ALABAMA
WATTIER SURVEYING, INC.
PROFESSIONAL LAND SURVEYORS
4313 Downtower Loop N., Suite H
Mobile, Alabama 36609
251-342-2540



SHEET NUMBER 3	TITLE: CONCEPTUAL SITE PLAN	PROJECT: PORT OF MOBILE LOGISTICS PARK, MOBILE, AL 36603	No. ISSUANCE AND REVISION DESCRIPTIONS	DATE	BY

PREPARED FOR: PortCity, SPH MOBILE, LLC, 3818 GA-21, PORT WENTWORTH, GA 31407, PHONE: 912.298.7150

PREPARED BY: Kimley»Horn, © 2022 KIMLEY-HORN AND ASSOCIATES, INC., 11 NORTH WATER STREET, SUITE 9290, MOBILE, AL 36602, PHONE (251) 263-8345, WWW.KIMLEY-HORN.COM

Alabama State Port Authority
250 Water Street, Ste. 300
Mobile, AL 36602

Casey Pipes
P.O. Box 2767
Mobile AL 36652

Vasilios Simpsiridis
1167 South Broad Street
Mobile, AL 36603-1039

CPI Properties
1159 South Broad Street
Mobile, AL 36603-1039

Lamar Advertising of Alabama
P.O. Box 66338
Baton Rouge, LA 70896-6338

Janice E. Chaney
857 McQuillen Street
Mobile, AL 36603-1043

State of Alabama
Suite E-205
600 Dexter Avenue
Montgomery, AL 36130

Broad Street Food Mart, Inc.
1167 South Broad Street
Mobile, AL 36603-1039

SUBDIVISION, &
ZONING AMENDMENT STAFF REPORT **Date: October 6, 2022**

NAME	Alabama State Port Authority (Casey Pipes, Agent)
SUBDIVISION NAME	Port of Mobile Logistics Park Subdivision
LOCATION	1263 Baker Street (South side of Baker Street, 1/5 mile± West of Yeend Street).
CITY COUNCIL DISTRICT	District 3
PRESENT ZONING	R-2, Two Family Residential District, and I-2, Heavy Industry District
PROPOSED ZONING	I-2, Heavy Industry District
AREA OF PROPERTY	1 Lot / 50.9± Acres
CONTEMPLATED USE	Subdivision approval to create one (1) legal lot of record; and Rezoning from R-2, Two Family Residential District, and I-2, Heavy Industry District, to I-2, Heavy Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Immediate

ENGINEERING COMMENTS

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.

B. The proposed boundary appears to take in part of Lot 1 of Blue Creek Coal Sales, Inc. subdivision.
C. Label all of the adjacent existing parcels.
D. Provide and label the monument set or found at each subdivision corner.
E. What is the line type shown for the south property line (2,336.69' long)? Are these all set monuments or is it chain link fence?
F. Show and label the existing ROW along the opposite side of Baker Street.
G. Provide the recording data for the two (2) areas labeled as 'TO BE VACATED".
H. Review and revise the written legal description or boundary label for C1.
I. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
J. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
K. Show and label all flood zones. New maps went into effect on June 5, 2020.
L. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE is 12'.
M. Show and label each and every Right-Of-Way and easement.
N. The proposed subdivision receives drainage from a public street and will require a PUBLIC (Dedicated to the City of Mobile) drainage easement; the width and alignment of the easement shall be coordinated with, and approved by, the City Engineer prior to submitting the Plat for signatures.
O. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
P. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit.
Q. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved.
R. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile.
S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process.
T. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).

2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.
3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS A traffic impact study (TIS) has not been submitted or reviewed by Traffic Engineering. Potential access changes to the existing ICTF Facility as illustrated in the conceptual site plan have not been fully vetted as it appears to shift the public roadway of Baker Street of the public right-of-way. [preceding need not be part of subdivision note] Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create one (1) legal lot of record from multiple legal lots of record, multiple metes-and bounds parcels, and vacated public rights-of-way, and Rezoning from R-2, Two-Family Residential District, and I-2, Heavy Industry District.

The site has been given a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

The applicant submitted the following concerning the Rezoning:

PROJECT DESCRIPTION.

The Alabama State Port Authority (the "Port") previously acquired multiple parcels of property so it could expand its facilities and aid in the movement of cargo and shipping containers into and out of the Container Port and the other Port facilities. The subject

property will be the site of a logistics park and distribution facility. This property is adjacent to the existing Intermodal Container Transfer Facility (ICTF). Rather than building this logistics and distribution facility itself (which would not require rezoning due to the Port's exemption from the City's zoning ordinances), the Port has decided to enter into a lease agreement with a private company to design, build, finance, operate and maintain (DBFOM) the facility for a term of years. After a public "Request for Qualifications" period, the Port selected Port City Logistics to be its tenant on this site. Casey Pipes, the applicant, is an attorney representing Port City Logistics.

The logistics park project will involve the construction of internal, private driveways, truck and trailer parking areas, and a building that will allow for cross-docking and trans-loading of cargo that is out-bound from the Port. A conceptual site plan is provided for general illustration purposes.

PLAN CONSISTENCY STATEMENT.

This application is 100% consistent with the City's Comprehensive Plan, the City's Future Land Use Plan, and the City's Future Land Use Map. The "Development Framework Map" for the Comprehensive Plan (page 33) identifies this property as being "Industrial". The Future Land Use Map calls for this property to be "Heavy Industry (HI)". The Future Land Use Plan's "matrix" states that the requested zoning district, Heavy Industry I-2, is "directly related" with the "Heavy Industry (HI)" Future Land Use Map district. Over half of this property is already zoned I-2, and the other part is B-2 from a subdivision that was discontinued years ago.

This application seeks to rezone the subject property to the exact zoning district classification that the City's plans all state is the most appropriate zoning classification for the property. Granting the application is consistent with all the City's plans. Denying the application is inconsistent with each of the City's plans.

ZONING STATEMENT

The subject property will be a mix of I-2 and R-2 following a resubdivision that will create one large lot from many smaller ones. The zoning change will cure the split zoning that will result.

The R-2 area is the site of the former Bayside Nurseries subdivision from 1895. The homes in this subdivision have all long since gone away. The City's streets in the platted subdivision were vacated by the City Council over ten years ago (see, e.g., Resolution 47-280 from July of 2012; Book 6919, Pages 767 et seq, Mobile Probate Records).

Even if R-2 had been appropriate at some point in the past, R-2 is manifestly erroneous for this property today due to a change in conditions. It is surrounded by heavy industrial uses on all sides, and it is located between I-10 and an active rail road track on the North, and more active rail road tracks and the ICTF facility on the South. To the extent this site was ever properly zoned R-2, there has been a substantial change in conditions which no longer make R-2 appropriate. This is a heavy industrial area, and it will remain that way.

Further, there is an increased need for heavy industrial sites in close proximity to the Container Port and the ICTF facility. This need is evidenced by the Port's acquisition of the subject property and its desire to create a logistics park on this site.

Rezoning this property to industrial will not have any adverse impact on the surrounding land uses or properties.

The subject site consists of lots of Bayside Nurseries Subdivision, various metes-and-bounds parcels, and vacated public streets. The Bayside Nurseries Subdivision was originally assigned the R-2 classification when in residential use, and the adjoining properties were assigned the I-2 classification. The subdivision properties were eventually acquired by the Alabama State Docks, and the dwellings were removed. Surrounding properties were also eventually acquired by the Alabama State Docks. The Alabama State Port Authority now proposes to have the site developed and operated by a private company (which would not be exempt from the Zoning Ordinance) as a logistics and distribution facility in support of the State's Intermodal Container Transfer Facility, thus the site must be made into one legal lot of record. A split zoning situation would then be created within the one lot, necessitating rezoning to the appropriate I-2 classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site fronts Baker Street and Bay Street, both minor streets. Baker Street is curbed and guttered and would require a 50-foot right-of-way. The preliminary plat indicates a varying right-of-way width along Baker Street. Therefore, if approved, the plat should be revised to indicate the current right-of-way width along Baker Street, and if less than 50 feet, dedication should be required to provide 25 feet from the centerline. A portion of Bay Street passes through the Northwest corner of the site and is indicated to be vacated. Therefore, if approved, the vacation of Bay Street should be completed prior to signing the Final Plat. The preliminary plat also indicates an Illinois Central Gulf Railroad right-of-way within the Southern portion of the site as to be vacated. This vacation should also be completed prior to signing the Final Plat, if approved.

The plat does not indicate a minimum building setback line along Baker Street. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along Baker Street, as measured from any required frontage dedication. The lot size is labeled on the preliminary plat in both square feet and acres, and this should be retained on the Final Plat, adjusted for any required dedication, or a table should be furnished on the Final Plat providing the same information.

As per the Traffic Engineering comments, driveway number, size, location, and design are to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance. A note should be required on the Final Plat stating these comments.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail:

1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

As the subject site is indicated as a Heavy Industry (HI) land use designation, per the Future Land Use Plan and Map, the proposed use would be in keeping with that classification. Additionally, there have been changing conditions within this area which make a change in the Ordinance necessary and desirable based upon the removal of the homes and the development of the Intermodal Container Transfer Facility site adjoining to the South. Furthermore, the subdivision of land into one building site makes reclassification of the land necessary and desirable to eliminate split zoning within the one proposed lot.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, subject to the following conditions:

1) revision of the plat to indicate the current right-of-way width along Baker Street, and if less than 50 feet, dedication to provide 25 feet from the centerline;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along Baker Street, as measured from any required frontage dedication;
3) vacation of Bay Street prior to signing the Final Plat;
4) vacation of the Illinois Central Gulf Railroad right-of-way prior to signing the Final Plat;
5) retention of the lot size label in both square feet and acres, adjusted for any required street frontage dedication, or the furnishing of a table on the Final Plat providing the same information;
6) compliance with the Engineering comments: *(FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. The proposed boundary appears to take in part of Lot 1 of Blue Creek Coal Sales, Inc. subdivision. C. Label all of the adjacent existing parcels. D. Provide and label the monument set or found at each subdivision corner. E. What is the line type shown for the south property line (2,336.69' long)? Are these all set monuments or is it chain link fence? F. Show and label the existing ROW along the opposite side of Baker Street. G. Provide the recording data for the two (2) areas labeled as 'TO BE VACATED". H, Review and revise the written legal description or boundary label for C1. I. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. J. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. K. Show and label all flood zones. New maps went into effect on June 5, 2020. L. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE is 12'. M. Show and label each and every Right-Of-Way and easement. N. The*

proposed subdivision receives drainage from a public street and will require a PUBLIC (Dedicated to the City of Mobile) drainage easement; the width and alignment of the easement shall be coordinated with, and approved by, the City Engineer prior to submitting the Plat for signatures. O. Add a note that a Land Disturbance permit will be required for any land disturbing activity in accordance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control. P. Add a note that the approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. Q. Add a note that sidewalk is required to be constructed, and/or repaired, along the frontage of each lot, or parcel, at time of new development or construction, unless a sidewalk waiver is approved. R. Add a note that all existing and proposed detention facilities, common areas, and wetlands shall be the responsibility of the Property Owner(s), and not the responsibility of the City of Mobile. S. Add a note that all easements shall remain in effect until vacated through the proper Vacation process. T. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.);

7) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);*
8) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*;
9) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
10) completion of the Rezoning process prior signing the Final Plat.

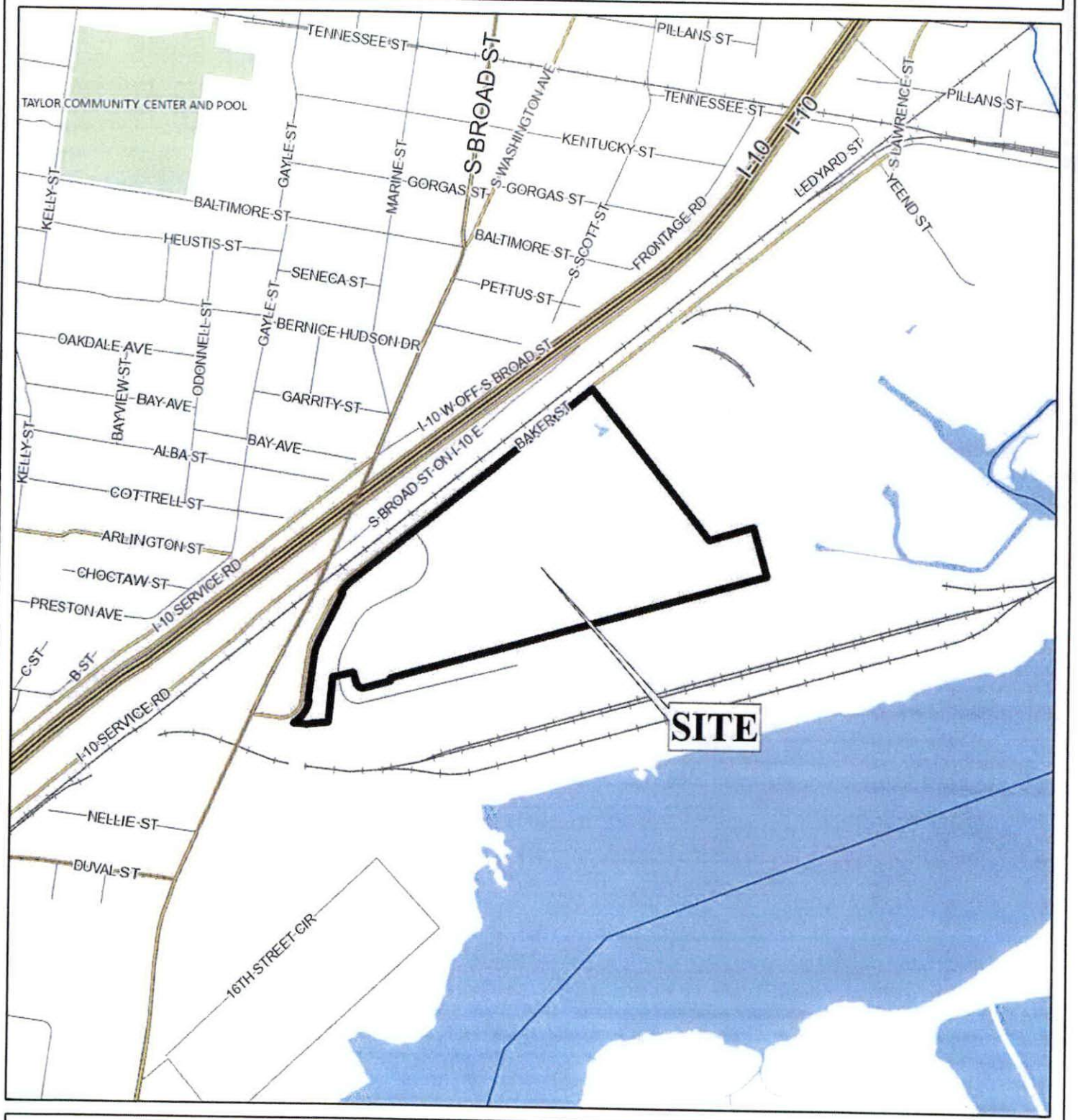
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable; and,
b) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

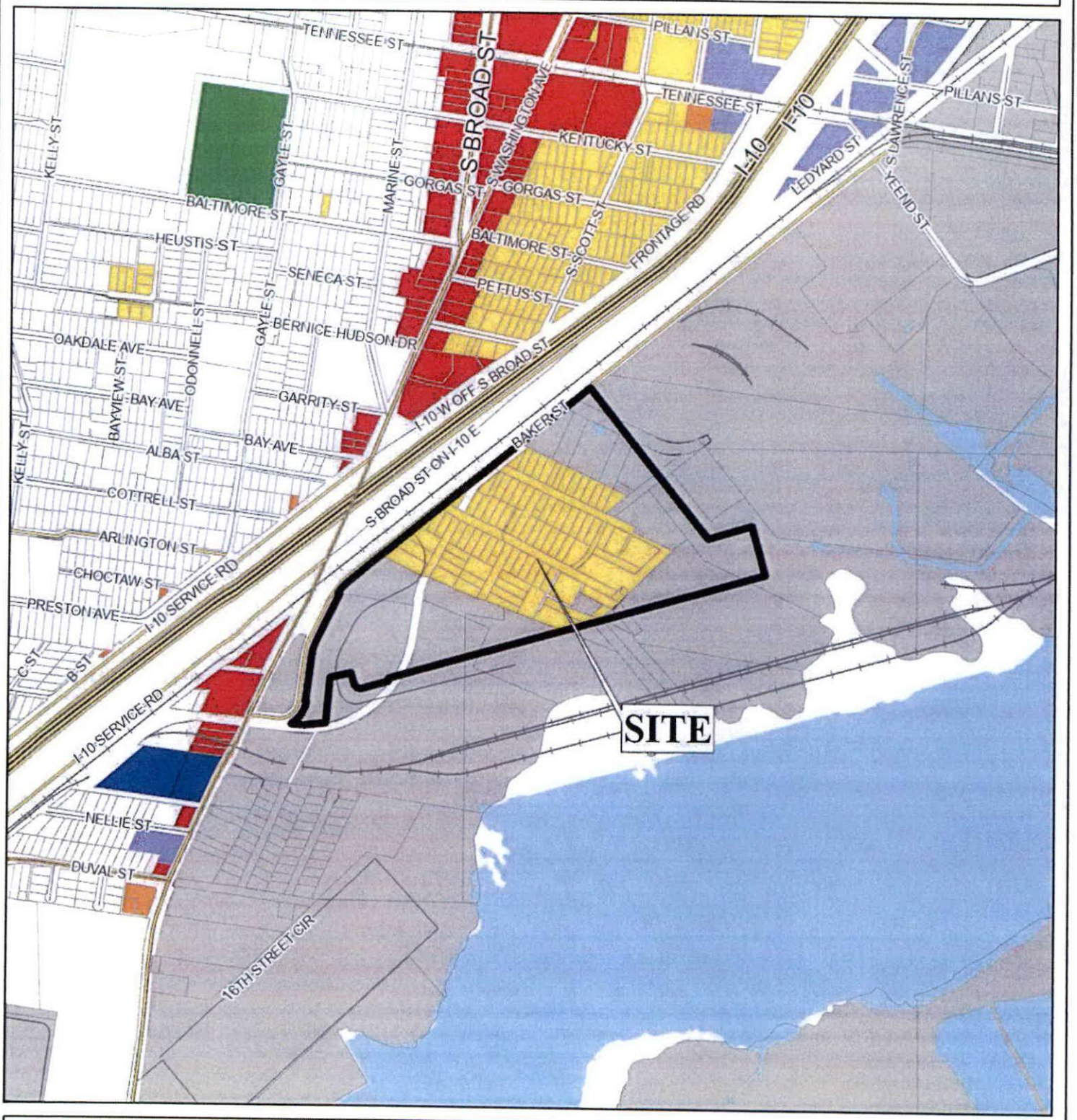
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 7 DATE October 6, 2022

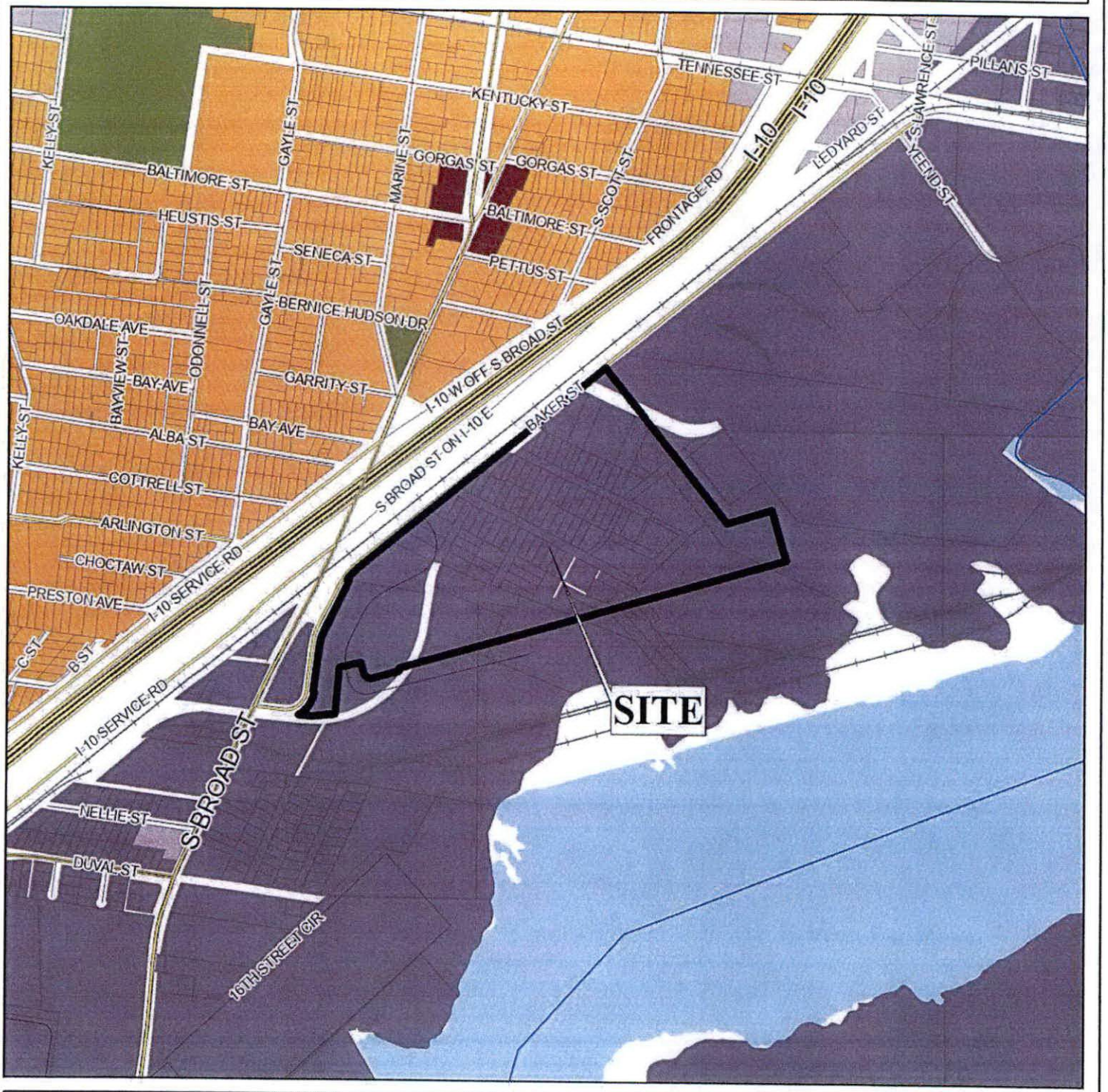
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

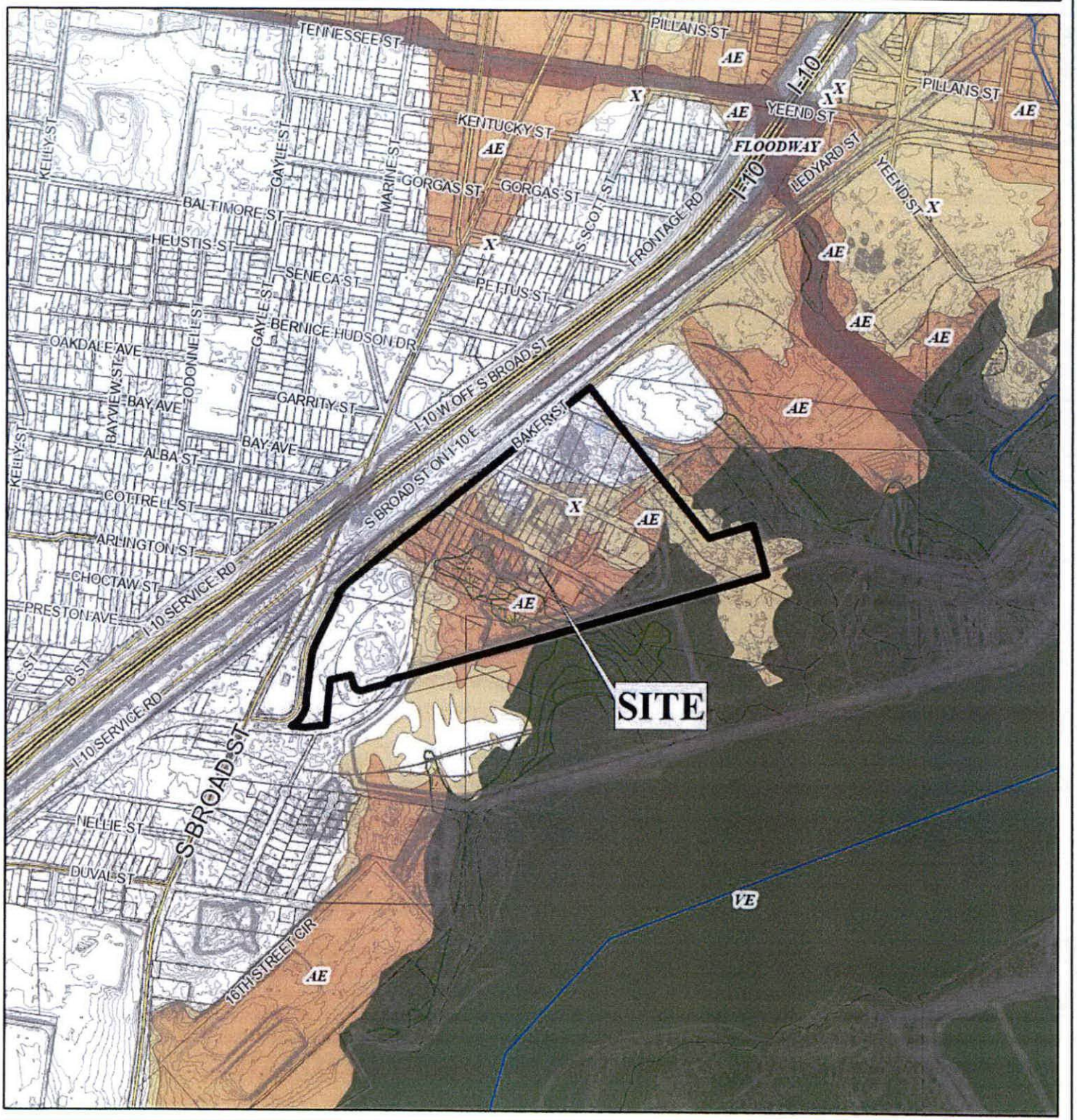
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP



APPLICATION NUMBER 7 DATE October 6, 2022

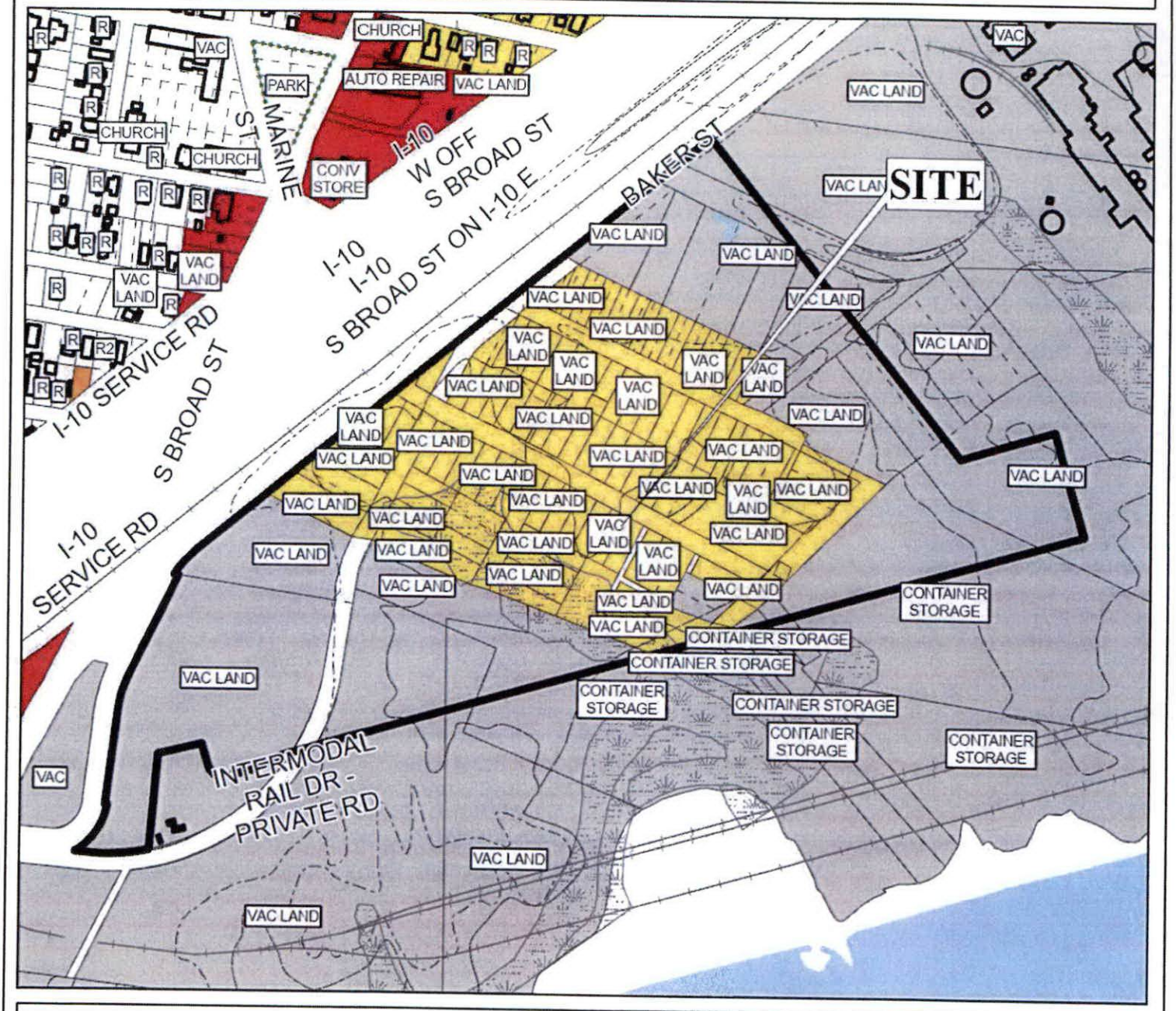
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by a container storage yard to the south. Residential units lie to the north of the site.

APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by vacant land.

APPLICATION NUMBER 7 DATE October 6, 2022

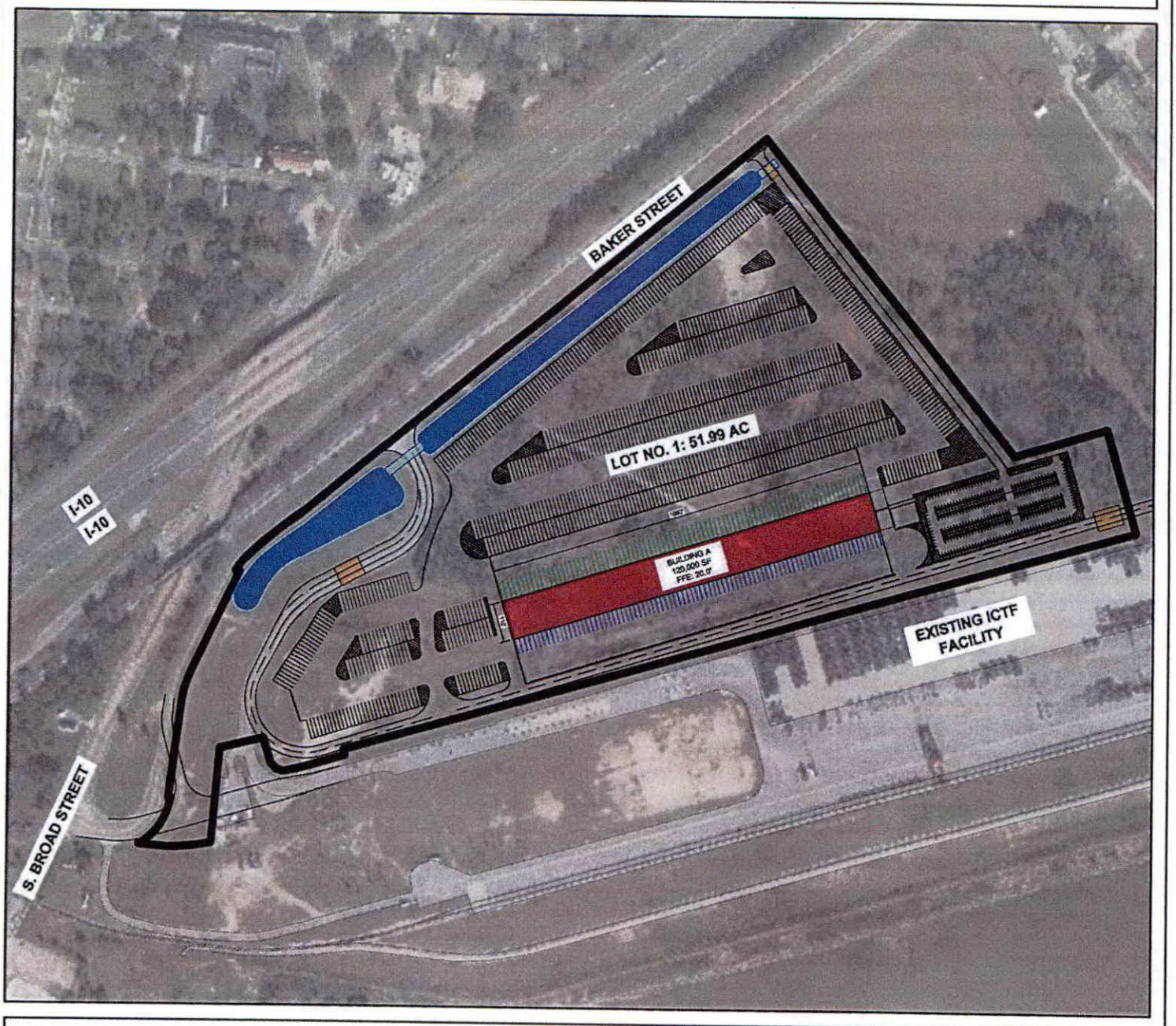
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

SITE PLAN



The site plan illustrates the proposed building, and parking.

APPLICATION NUMBER 7 DATE October 6, 2022

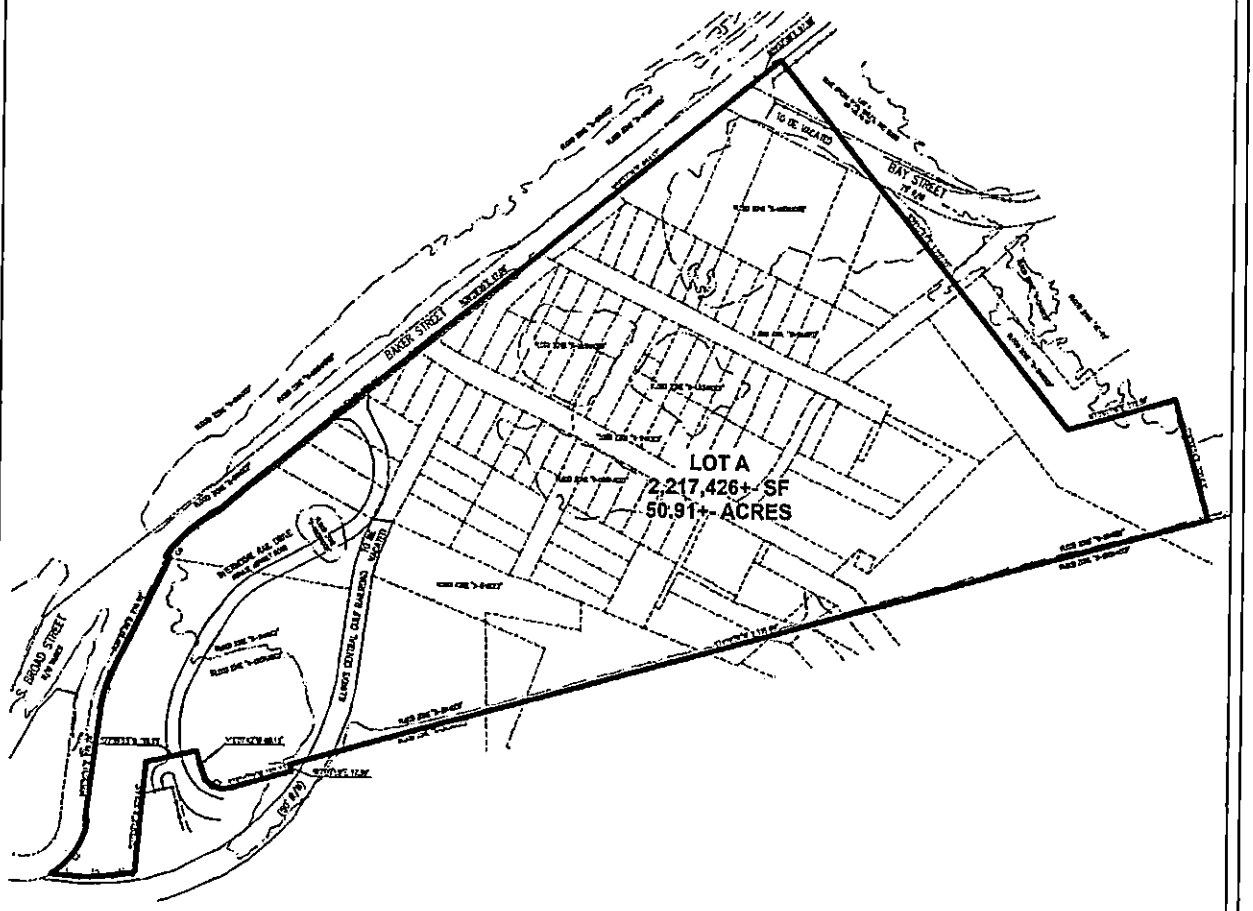
APPLICANT Port Of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning From R-2 And I-2 To I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 7 DATE October 6, 2022

APPLICANT Port of Mobile Logistics Park Subdivision

REQUEST Subdivision, Rezoning from R-2 and I-2 to I-2

N

NTS

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Jeremy P Lami, Fire Chief

Sponsored by:

William S Stimpson, Mayor

Purpose and Scope of Project:

To recognize those employees as part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile.

Amount of Contract:

500.00

Funding Source

Project # **Discretionary Funds**

Project String 1100-1100-49320 **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
FFOM Documentation	Backup Material	11/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Fire Rescue	Gauthier, Lana	Approved	11/17/2022 - 11:56 AM

60- 2022

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee(s):

Fire Service Captain Jackson R. Norton (Emp #6755)

This employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____
City Clerk

Firefighter of the Month

Fire Service Captain Jackson R. Norton

The Mobile Fire-Rescue Department (MFRD) proudly announces Fire Service Captain Jackson Norton as the September 2022 Firefighter of the Month. Captain Norton began his career with MFRD in October of 1994, later promoting to the rank of Driver in 2000 and Captain in 2012. Captain Norton is currently assigned to MFRD's Hazardous Materials Unit, serving all of Alabama's southern region.

Captain Norton has consistently presented stable leadership as a member of the Mobile Fire-Rescue Department, and he continues to provide guidance and knowledge a HazMat Technician. Norton was proactive in leading a project to research equipment and purchase new air monitors for the Department's Hazardous Materials response team. Air monitoring is used to detect and monitor airborne contaminants, essentially safeguarding first responders and civilians from life-threatening exposures.

Following months of painstaking research to find adequate air monitors, Captain Norton organized a new concept in testing in network-centric detectors. Through a previously-unknown grant program, Captain Norton submitted an application for approval, resulting in a $96,625.00 Federal award to ensure the safety of our citizens.

Words and awards cannot adequately represent the appreciation of the City of Mobile or the Mobile Fire-Rescue Department. Now, therefore, on behalf of all the citizens and with our sincere thanks, we are pleased to award this CERTIFICATE of RECOGNITION to him as FIREFIGHTER OF THE MONTH for September 2022.

_____

C. J. Small
President, Mobile City Council

_____

William S. Stimpson
Mayor, City of Mobile

_____

Jeremy P. Lami
Fire Chief, Mobile Fire-Rescue Department

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:
Chief Paul Prine, MPD

Sponsored by:
Mayor Stimpson

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/16/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/16/2022 - 9:36 AM

AGENDA ITEM SUMMARY SHEET

Agenda of: November 22, 2022 (Date) Item No. _____

Submitted by: Mobile Police Department (Department) Paul O. Prine (Department Head)

Sponsored by: William S. Stimpson (Name) Mayor (Title)

Reviewed by: _____ (Executive Director)

Routing Authorized: _____ (Mayor's Office) _____ (Date)

A brief synopsis and explanation of the following:

PROJECT NAME: Officer of the Month

PURPOSE & SCOPE OF PROJECT:
To recognize those employees as a part of the Mayor's incentive program who have gone above and beyond their duties with the City of Mobile. Each honoree qualifies for a $500 award.

RESOLUTION ☒ ORDINANCE ☐ OTHER ☐

AMOUNT OF CONTRACT: $500.00

FUNDING SOURCE:

Budget Item: _____ Discretionary Funds: _____

Budget amendment: REDUCE ☐ INCREASED ☐

Grant funds: _____ Matching funds: _____

Associated Costs:

Current year (itemize)
Type: _____ Amount: _____

Future years
Year: _____ Amount: _____

**If Cost will continue, write "indefinite" and list project annual cost.*

Effective date of contract: NA

Renewal date of contract (if applicable): NA

If not bid, state reason: NA

How many bidders received bid packages (if applicable): NA

How many bidders submitted bids (if applicable): NA

If this is not the lowest bid, explain why not:

60- 2022

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the Mayor, upon nomination by City supervisors, recommends to the City Council that it authorize awards, pursuant to Section 11-40-22 Code of Alabama 1975, of $500 each to the following employee:

October 2022: Officer Michael McGuire

The employee is to be commended for his exemplary work performance or innovations that significantly reduce costs or results in an outstanding improvement in service to the public.

Adopted:

_____

City Clerk

LITHO. IN U.S.A.

© GOES 2745

OFFICER OF THE MONTH
CERTIFICATE OF RECOGNITION
Officer Michael McGuire

During the month of October, Officer McGuire answered 95 calls for service, assisted with 63 backings, facilitated 21 felony arrests, completed 43 misdemeanor arrests, and issued 36 citations. His extraordinary personal motivation, refined instincts, and multi-faceted policing skills combined resulted in several criminals being removed from the streets. Here's a few examples of his professionalism and dedication while on duty.

On October 5th, Officer McGuire arrested a subject for committing several vehicle burglaries in the area. After the detectives conducted a re-interview, it was discovered that more vehicles were broken into on the same night and in the same area. The subject previously confessed to three burglaries but ultimately confessed to committing an additional sixteen vehicle burglaries.

On October 7th, Officer McGuire initiated a traffic stop and the driver attempted to elude. Officer McGuire pursued the vehicle, advising that the vehicle was occupied by three male subjects which a firearm was discarded during the pursuit. The driver eventually stopped the vehicle and all occupants fled on foot. After Officer McGuire caught the subjects, the driver provided false information to avoid being detained for his felony warrant of Shooting into an Occupied building/vehicle. The arrested subjects were charged with Discharging a Gun into an Occupied Building/Vehicle, Obstructing Justice by using a false identity, Reckless Endangerment, and Attempting to Elude Police.

On October 17th, Officer McGuire spotted a suspect on a bicycle, riding without the required lighting equipment. The suspect provided a false name to officers. McGuire easily disproved the information and ascertained the correct identity of the suspect, who was verified of having six outstanding warrants for various domestic violence charges. The suspect was arrested on charges of Obstruction of Justice by using a false identity, Unlawful Possession of Marijuana 2nd Degree, and the six outstanding warrants.

On October 18th, Officer McGuire initiated a traffic stop for the violation of running a stop sign. Upon approach, the driver advised that he did not have a license but proceeded to provide his date of birth and age that was found to be inconsistent information. After discovering the subject's correct information, the suspect had eight active misdemeanor warrants as well; the subject earned a new charge, Obstruction of Justice by giving a false identity during this arrest.

On October 27th, Officer McGuire's received a tip regarding the whereabouts of a BOLO robbery suspect. Ofc. McGuire immediately identified the suspect at a residence and ordered him to stay in place. The suspect turned to enter the residence, at which time, Ofc. McGuire called him by name and ran towards him, taking him into custody without further incident. The subject was interviewed and subsequently arrested on charges of Robbery 3rd, Certain Persons Forbidden, Assault 2nd degree, Theft of Property 3rd and 4th, Interference with a Domestic Emergency Call, No Pistol Permit, and two domestic violence charges.

Also on October 27th, Officer McGuire located another BOLO subject at the Budget Inn in connection with 11 vehicle burglaries. This resulted in all the cases being cleared and provided relief to the residents of the local district.

Officer McGuire's instincts, eagerness, and dedication have proven him to be a valuable member of the Mobile Police Department. His commitment to removing violent criminals from the streets of Mobile is demonstrated in his everyday performance. It is with tremendous pride and pleasure to present this CERTIFICATE OF RECOGNITION to Officer Michael McGuire as OFFICER OF THE MONTH for October 2022.

C.J. Small
President, Mobile City Council

William S. Stimpson
Mayor, City of Mobile

Paul O. Prine
Chief of Police, Mobile Police Department

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER CORY PENN

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE NU ZETA ZETA CHAPTER SCHOLARSHIP PROGRAM

Amount of Contract:
$1,000.00

Funding Source

Project # DSC-01 / 10041020-42080 **Discretionary Funds** DSC-01

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/17/2022 - 2:02 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Cory Penn*

WHEREAS, *Councilmember Penn wishes to appropriate **$1,000.00** to Alabama Association Zeta Phi Beta Sorority Inc., from his discretionary funds*; and

WHEREAS, *Alabama Association Zeta Phi Beta Sorority, Inc.,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Alabama Association Zeta Phi Beta Sorority Inc., will be used to assist with the Nu Zeta Zeta Chapter scholarship program*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$1,000.00** to Alabama Association Zeta Phi Beta Sorority Inc., for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:

COUNCILMEMBER WILLIAM CARROLL

Purpose and Scope of Project:

FUNDS WILL BE USED TO ASSIST WITH "WE ARE ONE CELEBRATION" ON NOVEMBER 6, 2022 TO COVER FOOD, BEVERAGES AND THE CHILDREN ENTERTAINMENT

Amount of Contract:

$2,000.00

Funding Source

Project # DSC-02 / 10041020-42200 **Discretionary Funds** DSC-02

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
RESOLUTION - STEWART MEMORIAL CHRISTIAN METHODIST EPISCOPAL CHURCH	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/17/2022 - 12:02 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES
SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember William Carroll*

WHEREAS, *Councilmember Carroll wishes to appropriate **$2,000.00** to Stewart Memorial Christian Methodist Episcopal Church, from his discretionary funds*; and

WHEREAS, *Stewart Memorial Christian Methodist Episcopal Church* is an Alabama non-profit religious corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Stewart Memorial Christian Methodist Episcopal Church to assist with "We Are One Celebration" on November 6, 2022 to cover food, beverages and the children entertainment*, which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to Stewart Memorial Christian Methodist Episcopal Church for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER C.J. SMALL

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH THE 2ND ANNUAL FESTIVAL ON DECEMBER 3, 2022 AT THE GULF DALE PROMENDE INCLUDING LITTER ABATEMENT, BLIGHT, CAR SHOW, FOOD, TENTS, TABLE AND CHAIRS

Amount of Contract:
$2,500.00

Funding Source

Project # DSC-03 / 10041020-42080 **Discretionary Funds** DSC-03

Project String **Contract Number:**

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/17/2022 - 11:54 AM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember C.J. Small*

WHEREAS, *Councilmember Small wish to appropriate* ***$2,500.00*** *to RevitalizeDIP, from his discretionary funds*; and

WHEREAS, *RevitalizeDIP,* is an Alabama non-profit corporation which provides a service to the community; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds to private groups or corporations is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *RevitalizeDIP will be used to assist with the 2nd annual festival on December 3, 2022 at the Gulf Dale Promenade including litter abatement, blight, car show, food, tents, table and chairs,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of* ***$2,500.00*** *to RevitalizeDIP for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:
REBECCA CHRISTIAN, COMPTROLLER

Sponsored by:
COUNCILMEMBER GINA GREGORY

Purpose and Scope of Project:
FUNDS WILL BE USED TO ASSIST WITH SCREENING IN THE BACK PORCH AND TRANSFORMING THE SPACE INTO AN OUTDOOR CLASSROOM

Amount of Contract:
$2,000.00

Funding Source

Project # DSC-07 - 10041020-42080	**Discretionary Funds** DSC-07
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/21/2022

REVIEWERS:

Department Reviewer	Action	Date
Accounting Daniels, Bettye	Approved	11/17/2022 - 12:16 PM

60- 2022

RESOLUTION TO DETERMINE CERTAIN EXPENDITURES SERVE A PUBLIC PURPOSE AND APPROVE PAYMENT

Sponsored by: *Councilmember Gina Gregory*

WHEREAS, *Councilmember Gregory wishes to appropriate **$2,000.00** to Forest Hill Elementary School, from her discretionary funds*; and

WHEREAS, *Forest Hill Elementary School,* is public school in Mobile, Alabama, which the Council may support pursuant to Code of Alabama § 16-13-36; and

WHEREAS, the Attorney General of the State of Alabama has opined that the granting of public funds is proper if the City Council determines that the same serves a public purpose; and

WHEREAS, the Mobile City Council determines that this appropriation to *Forest Hill Elementary School will be used to assist with screening the back porch and transforming the space into an outdoor classroom,* which will serve a public purpose benefitting the City of Mobile and its citizens.

NOW, THEREFORE, BE IT RESOLVED that the Mobile City Council hereby finds and determines that an *appropriation of **$2,000.00** to Forest Hill Elementary School for the purposes described hereinabove* serves a public purpose and the Council further approves and directs the payment of same, and further authorizes execution of a standard form City of Mobile council discretionary fund performance contract with said entity, group or individual for the amount set forth herein.

Adopted:

_____

City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Donohoo Chevrolet LLC for one 2022 Chevrolet Tahoe LT SUV for MFRD.
General fund.

Amount of Contract:

$57,933.00

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment **REDUCE** **INCREASE**	
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
20221117 Donohoo Agenda Package POs	Cover Memo	11/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
11	2023	(1510) FIRE ADMINISTRATION	2022 CHEVROLET TAHOE LT SUV FOR MFRD (SEALED BID 5737)	$57,933.00	(293039) DONOHOO CHEVROLET LLC

Adopted:

_____
City Clerk

Bill To	Requisition 00000011-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL
1000 GREENHILL BLVD NW	745 BROAD STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	richardsonv@cityofmobile.org
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
001	TRUCK SPORT UTILITY VEHICLE (SUV) AS FOLLOWS: Additional Description Notes --- VENDOR TO PROVIDE 2022 CHEVROLET TAHOE LT 2WD, WITH STANDARD EQUIPMENT, BLACK IN COLOR. VEHICLE TO DO BE DELIVERED TO CITY OF MOBILE MOTOR POOL 745 SOUTH BROAD STREET MOBILE ALABAMA. NO CHANGES TO THIS ORDER WITHOUT THE PRIOR RITTEN PERMISSIONOF THE PURCHASING AGENT OF THE CITY OF MOBILE. NO FIREFIGHTER, CAPTAIN, OR ANY CHIEF OFFICE HAS TEH AUTHORITRY TO MAKE CHANGES TO THIS ORDER. VENDOR IS TO DELIVER THE VEHICLE TO THE CITY OF MOBILE MOTOR POOL. DELIVERY TO ANY OTHER LOCATION OR PICK UP FROM THE DEALERSHIP BY A CITY EMPLOYEE WILL RESULT IN A $1,000.00 DEDUCT IN PAYMENT TO THE VENDOR BY THE CITY OF MOBILE. AS PER MY BID #5737 AND YOUR QUOTE. Vendor Item Inventory Item/Loc 724	1.00 EACH	57933.00000	57933.00

1 7000.40.20.0000.0000.2070.0000.0000.47120.
E MP01522 .VEHICLEEXP. . 57933.00

Bill To	Requisition 00000011-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 7000.40.20.0000.0000.2070.0000.0000.47120. Review: Buyer: Status: Approved Page 2

Vendor	Ship To
DONOHOO CHEVROLET LLC 1000 GREENHILL BLVD NW FORT PAYNE, AL 35967 Tel#256-273-4862 Fax 256-845-6974	MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 richardsonv@cityofmobile.org Delivery Reference VICTORIA RICHARDSON Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	293039				FIRE ADMINISTRATION

LN	Description / Account	Qty	Unit Price	Net Price
	Ship To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604 Deliver To MOTOR POOL 745 BROAD STREET MOBILE, AL 36604			
	Requisition Link			
	Requisition Total			57933.00

***** Project Ledger Summary Section *****

Account	Amount	Remaining Budget
E MP01522 .VEHICLEEXP. .	57933.00	1322416.47

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
7000.40.20.0000.0000.2070.0000.0000.47120.	57933.00	

MOTOR POOL EXP VEHICLE ACQ (GREATER $5000)

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/03/22	CHARLES SUMRALL	2015 Ford Expl- Asset 53916 wi
Approved	10/04/22	KINA ANDREWS	Auto approved by: 910518527
Approved	10/04/22	JAMES DELAPP	
Approved	10/04/22	MARC VASSALLO	Auto approved by: 910518527
Approved	11/16/22	DONNA MICHELE STANLEY	Auto approved by: 9105paij

Bill To	Requisition 00000011-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	7000.40.20.0000.0000.2070.0000.0000.47120.
MOBILE, AL	Review:
36601	Buyer:
vendorinvoices@cityofmobile.org	Status: Approved Page 3

Vendor	Ship To
DONOHOO CHEVROLET LLC	MOTOR POOL
1000 GREENHILL BLVD NW	745 BROAD STREET
	MOBILE, AL 36604
FORT PAYNE, AL 35967	richardsonv@cityofmobile.org
Tel#256-273-4862	Delivery Reference
Fax 256-845-6974	VICTORIA RICHARDSON
	Deliver To
	MOTOR POOL
	745 BROAD STREET
	MOBILE, AL 36604

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/03/22	293039				FIRE ADMINISTRATION

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	11/16/22	DONALD ROSE		Auto approved by: 9105paij	
	Approved	11/16/22	SANDRA LEWIS		Auto approved by: 9105paij	
	Approved	11/16/22	KAREN NAMAN		Auto approved by: 9105paij	
	Approved	11/16/22	JOHN PAINE			
	Approved	11/16/22	MICHAEL SPAFFORD		Auto approved by: 9105paij	

Authorized By: _____ Date: _____
Signature

BID TAB FOR BID #5737
SPORTS UTILITY VEHICLE

DONOHOO CHEVROLET	JOE BULLARD CHEVROLET
$57,933.00	$59,073.00

SEALED BID

Do Not Return Via Email or Fax

Mailing Address:
P. O. Box 1948
Mobile, Alabama 36633
(251) 208-7434

CITY OF MOBILE

Purchasing Department and Package Delivery:
Government Plaza
4th Floor, Room S-408
205 Government St
Mobile, Alabama 36644

BID SHEET

This is Not an Order

READ TERMS AND CONDITIONS ON REVERSE SIDE OF THIS PAGE BEFORE BIDDING

Typed by: en Buyer: 002

Please quote the lowest price at which you will furnish the articles listed below

DATE	BID NO.	DEPARTMENT	Commodities to be delivered F.O.B. Mobile to:
10/21/2022	5737	Municipal Garage	745 Broad Street

This bid must be received and stamped by the Purchasing office not later than: 12:01 P.M. Tuesday, November 15, 2022

QUANTITY	ARTICLES	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents
Appx. 1- 2	**SPORTS UTILITY VEHICLE** 2022 year or newer model 2WD Sports Utility Vehicle, use with equipment options as below and following **MINIMUM** specifications: Chevrolet Tahoe LT 2WD or Equivalent. Year, Make & Model _____ Minimum Specifications: • 2022 or newer Chevrolet Tahoe LT 2WD Chevy package CC10706 or equal Options • 2nd row manual bucket seats, Chevy package, #ATV • 20" wheels, 20" x 9" painted aluminum with machine face and Argent Metallic pockets • Black, grey, or white in colors. Additional vehicles can be listed on a separate sheet and attached. Furnish Literature and Specifications. Vehicle may be on lot or will be delivered within 90 days of the award of this bid and issuance of a Purchase Order. Time to deliver vehicle after receipt of order/award _____ Vendor shall identify the specific vehicle within 60 days of award by VIN and deliver the vehicle identified within 90 days of the award of this bid.					
			TOTAL			

Bid on this form ONLY. Make no changes on this form. Attach any additional information required to this form.

RETURN ONE SIGNED COPY OF THIS BID IN ENCLOSED ENVELOPE

State delivery time within _____ days of receipt of P.O.

Firm Name _____

Typed Signature _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of completed order.

1. All quotations must be signed with the firm name and by an authorized officer or employee.
2. Verify your bid before submission as it cannot be withdrawn or corrected after being opened. In case of error in extension of prices, the unit price will govern.
3. If you do not bid, return this sheet and state reason. Otherwise, your name may be removed from our mailing list.
4. The right is reserved to reject any, or all quotations, or any portions thereof, and to waive technicalities if deemed to be in the interest of the City of Mobile.
5. This bid shall not be reassignable except by written approval of the Purchasing Agent of the City of Mobile.
6. State brand and model number of each item. All items bid must be new and latest model unless otherwise specified.
7. If bid results are desired, enclose a self-addressed and stamped envelope with your bid. (All or None bids only)
8. Do not include Federal Excise Tax as exemption certificate will be issued in lieu of same. The City is exempt from the Alabama and City sales taxes.
9. PRICES ARE TO BE FIRM AND F.O.B. DESTINATION UNLESS OTHERWISE REQUESTED.
10. BID WILL BE AWARDED ON ALL OR NONE BASIS UNLESS OTHERWISE STATED.
11. Bids received after specified time will be returned un-opened.
12. Failure to observe stated instructions and conditions will constitute grounds for rejection of your bid.
13. Furnish literature, specifications, drawings, photographs, etc., as applicable with the items bid.
14. Vendor May be required to obtain City of Mobile Business License as applicable to City of Mobile Municipal Code Section 34-50. For Business License inquiry contact the Revenue Department at (251) 208-7461 or cityofmobile.org/taxes.php.
15. If a bid bond is required in the published specifications, see below:
    Each Bid Shall be Accompanied By A Cashier's Check, Certified Check, Bank Draft Or Bid Bond For the Sum Of Five (5) Percent Of The Amount Bid, Made Payable To The City Of Mobile And Certified By A Reputable Banking Institution. All Checks Shall Be Returned Promptly, Except The Check Of The Successful Bidder, Which Shall Be Returned After Fulfilling The Bid.
16. Contracts in excess of $50,000 require that the successful bidder make every possible effort to have at least fifteen (15) percent of the total value of the contract performed by socially and economically disadvantaged individuals.
17. All bids/bid envelopes must have the bid number noted on the front. Bids that arrive unmarked and are opened in error shall be returned to vendor as an unacceptable bid.
18. If successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Alabama Secretary of State prior to issuance of a Purchase Order. Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx . Please note that the time between application for and issuance of a Certificate of Authority may be several weeks.
19. Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State to submit a bid, but will need to obtain the Business License and Certificate of Authority, if applicable, prior to issuance of a Purchase Order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES	Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE Dollars	UNIT PRICE Cents	EXTENSION Dollars	EXTENSION Cents

Upon award the City will purchase one (1) Chevrolet Tahoe or equal and may buy up to a total of 4 if budget allows.

Colors to be black, grey, or white.

Include Certificate of Title in your Bid price.

The City reserves the right to inspect any vehicle bid prior to award.

All pricing to be delivered pricing FOB Mobile. Vendor shall deliver to City of Mobile Motor Pool. City will not pick up any vehicle, all **must** be delivered.

Under **NO** circumstances will the City nor the vendor allow the vehicle to be picked up by a City of Mobile employee. Vehicle will only be delivered by the vendor to the City of Mobile Motor Pool.

If vehicle is picked up by a City employee, there will be a $1,000.00 deduction from the payment to the vendor of price bid.

Business License Required (See Instruction #14).

Upon award the City of Mobile will purchase one (1) Sport Utility Vehicle.

All vendors will be required to provide verification of enrollment in the E-Verify program. Additional information may be found at **http://immigration.alabama.gov/**

If the successful vendor's principal place of business is out-of-state, vendor may be required to have a Certificate of Authority to do business in the State of Alabama from the Secretary of State prior to issuance of a Purchase Order.

Vendors are solely responsible for consulting with the Secretary of State to determine whether a Certificate is required. See: www.sos.alabama.gov/BusinessServices/ForeignCorps.aspx. Please note that the time between application for the issuance of a Certificate of Authority may be several weeks.

Upon notification, vendor will have 10 business days to provide the Certificate of Authority and the E-Verify numbers to the Purchasing Department before award can be completed. (Vendors will possibly need to pay the expedite fee to meet this requirement because application is not sufficient. We must have a copy of the certificate with your Company ID number).

TOTAL

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____ % 20 days from date of receipt of goods and correct invoice of competed order.

BID CONTINUATION SHEET

QUANTITY	ARTICLES — Bid on this form ONLY. Make no changes on this form. Additional information to be submitted on separate sheet and attached hereto.	UNIT	UNIT PRICE		EXTENSION	
			Dollars	Cents	Dollars	Cents
	Page 3 of 3 Vendors do not need a City of Mobile Business License or Certificate of Authority from the Alabama Secretary of State, nor the E-Verify for certification to submit a bid, but will need to obtain the Business License and Certificate of Authority verification and/or provide the E-Verify Certification, if applicable, prior to issuance of a Purchase Order. State of Alabama Local Vendor Preference Law 41-16-50 (a) and (d) will apply to this purchase. If you have any questions, please feel free to contact the Purchasing Department at purchasing@cityofmobile.org. **CITY WILL AWARD VEHICLES BASED ON PRICING ITEM BASIS.**					
				TOTAL		

RETURN ONE SIGNED COPY OF THIS QUOTATION IN ENCLOSED ENVELOPE

READ ABOVE INSTRUCTIONS BEFORE QUOTING

Firm Name _____

By _____

We will allow a discount _____% 20 days from date of receipt of goods and correct invoice of competed order.

PROCUREMENT DEPARTMENT

Potential bidders are responsible to check this site for any ADDENDUMS that are issued. It is the responsibility of the BIDDER to check for, download, and include with their BID RESPONSE any and all ADDENDUMS that are issued for a specific BID published by the City of Mobile. Failure to download and include ADDENDUMS in your BID RESPONSE may cause your bid to be rejected.

This is a sealed bid. Any responses faxed or e-mailed will be rejected.

This is a sealed bid. Any response must be submitted in a sealed envelope with the bid number and bid opening date on the outside of the envelope.

Any response that arrives improperly marked or with no bid number and opening date on the outside of the delivery or express package and opened in error will be rejected and not considered.

It is the responsibility of the bidder to ensure that their bid response is delivered to and received in the Purchasing Department before the date and time of the bid opening.

Be sure to read the Terms and Conditions.
All bids are F.O.B. destination unless otherwise stated.

Be sure to sign your bid!

Package/Bid Delivery Address:
Purchasing Department
205 Government St. Room S408
Mobile, AL 36644

(Request First Delivery)

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

John Paine, Purchasing Agent

Sponsored by:

Mayor William S. Stimpson

Purpose and Scope of Project:

To approve issuance of purchase order to Tyler Technologies Inc for annual continuing education services.

CIP.

Amount of Contract:

$18,655.69

Funding Source			
Project #		**Discretionary Funds**	
Project String		**Contract Number:**	
Budget Amendment	**REDUCE**	**INCREASE**	
Grant Funds		**Matching Funds**	

ATTACHMENTS:

Description	Type	Upload Date
20221117 Tyler Agenda Package POs	Cover Memo	11/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:34 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:

Submitted by:

Sponsored by:

Reviewed by:

Routing Authorized:

A brief synopsis and explanation of the following:

FUNDING SOURCE:

Associated Costs:

**If Cost will continue, write "indefinite" and list project annual cost.*

R E S O L U T I O N

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that the Purchasing Agent is authorized to execute, for and on behalf of the City of Mobile, a purchase order to the indicated vendor in the approximate amount stated, and to approve the supporting bid award if required, for the following requisition as indicated below and attached herein:

Requisition	Fiscal Year	Department	Description	Amount	Vendor
1292	2023	(5000) INFORMATION TECHNOLOGY	TYLER TECHNOLOGIES PLANNED ANNUAL CONTINUING EDUCATION SERVICES (PROFESSIONAL SERVICE, SOLE SOURCE)	$18,655.69	(292630) TYLER TECHNOLOGIES INC

Adopted:

_____

City Clerk

Bill To	Requisition 00001292-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 1

Vendor	Ship To
TYLER TECHNOLOGIES INC	MIT
P O BOX 203556	651 CHURCH STREET
	MOBILE, AL 36602
DALLAS, TX 75320-3556	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#515-817-2723	Delivery Reference
	ASHLEY TODD
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	292630	10/26/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	General Notes			
	PER SOURCEWELL CONTRACT #090320 TTI.			
	THIS IS PART OF THE MAINTENANCE PLAN #C0632.			
001	Renewal: No 1 5 EA PACE 5- TRAINING Maintenance Plan: Start: 02/01/2023 End: 01/31/2024; Term: 12 months	5.00 EACH	765.77611	3828.88
	1 2000.80.00.0000.0000.0000.0000.0000.42200. E C0632 .PROFTECHNC. .			3828.88
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD			
	Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
002	Renewal: PACE 5- TYLER CONNECT REGISTRATION Maintenance Plan: ; Start: 02/01/2023, End:	3.00 EACH	989.12000	2967.36

Bill To	Requisition 00001292-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 2

Vendor	Ship To
TYLER TECHNOLOGIES INC P O BOX 203556 DALLAS, TX 75320-3556 Tel#515-817-2723	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	292630	10/26/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price
	01/31/2024; Term: 12 months			
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0632 .PROFTECHNC. .			2967.36
	Ship To MIT 651 CHURCH STREET MOBILE, AL 36602 Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602			
003	Renewal: PACE 5 - TYLER CONNECT REGISTRATION Maintenance Plan: ; Start: 02/01/2023, End: 01/31/2024; Term: 12 months	12.00 EACH	989.12100	11869.45
1	2000.80.00.0000.0000.0000.0000.0000.42200. E C0632 .PROFTECHNC. .			11869.45

Bill To	Requisition 00001292-00 FY 2023
ACCOUNTS PAYABLE P O BOX 389 MOBILE, AL 36601 vendorinvoices@cityofmobile.org	Acct No: 2000.80.00.0000.0000.0000.0000.0000.42200. Review: Buyer: 9105fola Status: Approved Page 3

Vendor	Ship To
TYLER TECHNOLOGIES INC P O BOX 203556 DALLAS, TX 75320-3556 Tel#515-817-2723	MIT 651 CHURCH STREET MOBILE, AL 36602 ASHLEY.TODD@CITYOFMOBILE.ORG Delivery Reference ASHLEY TODD Deliver To MIT 651 CHURCH STREET MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	292630	10/26/22			INFORMATION TECHNOLOGY

LN	Description / Account	Qty	Unit Price	Net Price

Ship To
MIT
651 CHURCH STREET
MOBILE, AL 36602
Delivery Reference
ASHLEY TODD

Deliver To
MIT
651 CHURCH STREET
MOBILE, AL 36602

Requisition Link

Requisition Total 18665.69

***** Project Ledger Summary Section *****

Account			Amount	Remaining Budget
E C0632	.PROFTECHNC.	.	18665.69	54665.18

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
2000.80.00.0000.0000.0000.0000.0000.42200.	18665.69	

CAPITAL IMPROVEMENTS FUND EXP PROFESSIONAL & TECHNICAL

***** Approval/Conversion Info *****

Activity	Date	Clerk	Comment
Approved	10/25/22	MARK PEARSON	Auto approved by: 91057606
Approved	10/25/22	SCOTT KEARNEY	
Approved	10/25/22	MARK PEARSON	Auto approved by: 91057606

Bill To	Requisition 00001292-00 FY 2023
ACCOUNTS PAYABLE	
P O BOX 389	Acct No:
	2000.80.00.0000.0000.0000.0000.0000.42200.
MOBILE, AL	Review:
36601	Buyer: 9105fola
vendorinvoices@cityofmobile.org	Status: Approved Page 4

Vendor	Ship To
TYLER TECHNOLOGIES INC	MIT
P O BOX 203556	651 CHURCH STREET
	MOBILE, AL 36602
DALLAS, TX 75320-3556	ASHLEY.TODD@CITYOFMOBILE.ORG
Tel#515-817-2723	Delivery Reference
	ASHLEY TODD
	Deliver To
	MIT
	651 CHURCH STREET
	MOBILE, AL 36602

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
10/25/22	292630	10/26/22			INFORMATION TECHNOLOGY

LN	Description / Account			Qty	Unit Price	Net Price
	Approved	10/25/22	SCOTT KEARNEY			
	Approved	10/25/22	BRENDA RHODES			
	Approved	10/25/22	TIFFANY HOLLINS		Auto approved by: 910511034	
	Approved	10/25/22	RELYA MALLORY		Auto approved by: 910511034	
	Approved	11/04/22	DONNA MICHELE STANLEY		Auto approved by: 910516727	
	Approved	11/04/22	DONALD ROSE		Approved by: 9105fola	
	Approved	11/04/22	SANDRA LEWIS		Auto approved by: 910516727	
	Approved	11/04/22	KAREN NAMAN		Auto approved by: 910516727	
	Approved	11/04/22	JOHN PAINE		Auto approved by: 910516727	
	Approved	11/04/22	MICHAEL SPAFFORD		Auto approved by: 910516727	

Authorized By: _____ Date: _____
Signature

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Carleen Stout, Interim REAM Director

Sponsored by:

Councilmember Carroll and Mayor Stimpson

Purpose and Scope of Project:

To make exterior renovations at the History Museum of Mobile

Amount of Contract:

$442,550.00

Funding Source

Project # History Museum of Mobile - Exterior Repairs MU-050-21 — **Discretionary Funds**

Project String C0585 History Museum of Mob-Exterior Reno (20002000-48010) — **Contract Number:**4144

Budget Amendment **REDUCE** **INCREASE**

Grant Funds **Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date

REVIEWERS:

Department	Reviewer	Action	Date
Architectural Engineering	Boatwright, Cassie	Approved	11/16/2022 - 10:34 AM
Capital	Rhodes, Brenda	Approved	11/16/2022 - 11:30 AM
Legal	Kern, Chris	Approved	11/17/2022 - 11:37 AM
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:35 PM

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:
Ricardo A. Woods, City Attorney

Sponsored by:
William S. Stimpson, Mayor

Purpose and Scope of Project:
to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Christopher Bell.

Amount of Contract:
n/a

Effective Date of Contract:
11/29/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - C Bell

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - C Bell	Resolution Letter	11/14/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/14/2022 - 2:06 PM
			11/14/2022 -

Legal	Kern, Chris	Approved	2:51 PM
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:34 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Christopher Bell, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D014\P005\00111903.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Ricardo A. Woods, City Attorney

Sponsored by:

William S. Stimpson, Mayor

Purpose and Scope of Project:

to authorize the execution of the Settlement Agreement and Release of Claims arising out of the claim of Karrie Fayard Nelson

Amount of Contract:

n/a

Effective Date of Contract:

11/29/2022

Funding Source

Project # Resolution for Settlement Agreement and Release of Claims - Nelson

Discretionary Funds n/a

Project String n/a

Contract Number:n/a

Budget Amendment **REDUCE** n/a **INCREASE** n/a

Grant Funds n/a

Matching Funds n/a

ATTACHMENTS:

Description	Type	Upload Date
Resolution for Settlement Agreement and Release of Claims - Nelson	Resolution Letter	11/17/2022

REVIEWERS:

Department	Reviewer	Action	Date
Legal	Barfield, Becky	Approved	11/17/2022 - 9:47 AM

Legal	Kern, Chris	Approved	11:32 AM
Mayors Office	Montgomery, Brandi	Approved	11/17/2022 - 2:33 PM

RESOLUTION

Sponsored by: Mayor William S. Stimpson

BE IT RESOLVED by the City Council of the City of Mobile, that the City Attorney and the City Council Attorney, or their respective designees, be, and they hereby are, authorized and directed to execute for and on behalf of the City of Mobile and the City Council of the City of Mobile, Alabama, the Settlement Agreement and Release of Claims arising out of the claim of Karrie Fayard Nelson, as outlined in the Settlement Agreement and Release of Claims. A copy of said settlement agreement is on file in the Office of the City Clerk.

Adopted:

_____

City Clerk

\\CITYLAWSRV\Cycom\WPDocs\D015\P005\00111957.doc

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmembers Carroll and Jones

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
resolution	Cover Memo	11/22/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/22/2022 - 10:20 AM

60-1034 2022

RESOLUTION

Sponsored by: Councilmembers Carroll and Jones

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the “Master Plan Civic Center Site by Populous 2022” is hereby adopted.

Adopted:

_____
City Clerk

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Submitted by:

Lisa C. Lambert, City Clerk

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 10:20 AM

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed resolution is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed resolution.

Adopted:

_____

City Clerk

NOTICE OF HEARING ON PROPOSED CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO OPERATE A NON-EMERGENCY MEDICAL TRANSPORT SERVICE

Notice is hereby given that the City Council of Mobile, Alabama, proposes to consider the application of Bethel Non-Emergency Medical Transportation, LLC to operate a Non-Emergency Medical Transport service in the City of Mobile. The adoption of such Certificate will be considered by the City Council in the Auditorium of the Mobile Government Plaza, located at 205 Government Street, Mobile, Alabama, on December 6, 2022, at 10:30 a.m. At such time and place, all persons who desire shall have an opportunity to be heard in opposition to or in favor of the proposed resolution.

Lisa C. Lambert
City Clerk

R E S O L U T I O N

BE IT RESOLVED BY THE CITY COUNCIL OF MOBILE, ALABAMA, that pursuant to the provisions of Ordinance #59-073, 2005, that the application of Bethel Non-Emergency Medical Transportation, LLC, for a Certificate of Public Convenience and Necessity to operate a non-emergency medical transport service is hereby approved. A copy of said application is on file in the office of the City Clerk.

Adopted:

_____

City Clerk

APPLICATION FOR CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The undersigned, Oredi Jean Bonk individually or on behalf of _____, hereby makes application for a Certificate of Public Convenience and Necessity to operate a public service vehicle(s) within the City of Mobile and submits the following facts in support of this application.

I. Certificate Information

Name of Person or Legal Entity seeking certificate:

Bethel Non Emergency Medical Transportation LLC

Business Address: _____ 38

Telephone: 251 391 5576 Trade Name _____

Business Information

A. If applicant is an individual (sole proprietor) please provide:

Birthdate: SSN: _____

Residence Address:

_____ Ar

Address City State Zip code

Telephone Number: 251 391 5576 Driver's License #: _____

Residing in Mobile County: Years: 20 12 Months: 1

U.S. Citizenship: Yes ✓ No _____

I attest, under penalty of perjury that I am:
_____ A citizen or national of the United States
_____ A lawful permanent resident
(Alien # A_____)
_____ an alien authorized to work until ____/____/____
(Alien # or Admission # _____)

B. If applicant is a legal entity, please provide:

Incorporated _____ State of Incorporation _____
Partnership _____ L.L.C. ✓ Other: (please specify) _____

Business Address: _____
(If different from address provided in Part I)

(Applicant Present this form to the Police Records Division, 2460 Government Boulevard)

BACKGROUND INFORMATION SHEET
CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

A Background Information Sheet must be completed for each person owning any interest in a taxicab/shuttle/limousine/carriage/charter/transportation business. Failure to complete such sheet for each owner listed will result in a delay of the approval process or possible denial of this application.

NAME: Oredi Jean Bonk

Date of Birth: _____ Security #: _____

Present Address_____

Home Phone Number: 251 391 5576 Work Phone Number: _____

Attach a copy of your current driver's license to this sheet

Present Employer and Address:_____

Present Position/Title: _____

Judicial History:
List below if you have been convicted of a felony or a misdemeanor during the last 24 months; any Federal, State, or Local alcoholic beverage law; or have forfeited a cash bond to appear in court to answer charges for any such violation. Failure to properly list all convictions will result in denial of this application.

VIOLATION	JURISDICTION/COURT	DATE OF CASE	DISPOSITION

List all unpaid judgements pending, giving the names of persons against which such judgements are pending and the amount of all unpaid judgements.

_____

Give nature of all transactions or acts giving rise to these judgements.

_____

Give name and location of court in which judgements were entered and date entered.

_____

I swear or affirm under the penalties of perjury that the above information is true and correct to the best of my knowledge and belief.

Bonny mK
_____ 11/14/22
Signature Date Signed

C. Ownership Information – List all owners, stockholders, officers, directors, partners, members, etc.

Name	Title	Address	Amount of Stock Held (if any)
Oredi Jean Bonk	Owner		

D. List all unpaid judgements against any person listed in Part II C, giving the names of persons against which such judgements are pending, the amount of all unpaid judgements, and the nature of the transactions or acts giving rise to the judgements:

Name	Date	Amount	Location	Disposition

Part III. Vehicle/Carriage Information:
Class of service to be furnished: (Check only one)

Taxicab ☐ Sedan ☒ Shuttle ☐ Horse Drawn Carriage ☐ Other ☒

Location of terminal/depot or stand & stables: mobile

What will be your days and hours of operation? Monday to Saturday 7am to 5Pm

How many vehicles (carriages) do you intend to operate? 1
(Note: carriages are limited to a maximum of ten carriages)

Vehicle Description:

Make:	Toyota ~~Corolla~~	Year:	2018	Model:	Corolla
Make:		Year:		Model:	
Make:		Year:		Model:	

If application is for a taxicab or carriage, please give a brief description of the insignia, trade name and proposed color scheme for each taxi/carriage:

Personal Data Report

General Descriptors

Name:	JEAN-BONK, OREDI		
Address:		**Nick Name:**	
Phone:	251-391-[illegible]		
Race:	BLACK	**DOB:**	
Sex:	M	**Age:**	36
Weight:	140	**Eyes:**	BROWN
Height:	5'10"	**Facial:**	
Hair:	BLACK	**Ethnic:**	NON HISPANIC/NON LATINO
Email1:			
Email2:			
Alt. Address:			
Danger Desc:			

NOT VALID WITHOUT EMBOSSED SEAL OF THE MOBILE POLICE DEPARTMENT

Identifying Numbers

DL State: AL	**DL #:**	**DL Type:** CDL A	**SSN:**
MID:	**FP:**	**DOC:**	
FBI:	**JRN:**	**SID:**	

A search of the files in the Records Unit of the Mobile Police Department on this subject indicates:
NO RECORD
CHECKED BY: [signature]
DATE: 11/14/2022

I hereby authorize the investigation of all statements contained in this application. I certify that:

1. I am the owner of the business listed herein or I am the duly authorized agent of such owner;

2. All of the foregoing statements are true and correct to the best of my knowledge;

3. I understand that the Certificate of Public Convenience and Necessity is subject to revocation if this document is falsified;

4. I have read and understand Chapter 59 of the Mobile City Code;

5. If granted a Certificate of Public Convenience and Necessity, I will fully comply with its provisions.

Applicant's Signature

NAME OF ENTITY:

Bethel non Emergency Medical transportation

By: Oredi Jean Bank

Its _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS 14th **DAY OF** November, **20** 22

KIM JACKSON NOTARY PUBLIC ALABAMA STATE AT LARGE My Comm. Expires Apr. 15, 2024

Notary Public

(Applicant: Present this form to the Police Records Division, 2460 Government Boulevard)

AUTHORIZATION FOR RELEASE OF POLICE RECORDS

Name: Oredi Bonk

Nickname(s) or Maiden Name: _____

Current Address

Previous Address: _____

Personal Description:

Height: 5-10

Weight: 140

Hair Color: Black

Eye Color: Brn

Social Security Number: _____

I do hereby authorize any City, County, State or Federal Agency, Department or Bureau to release any information in their files under the above name. I understand and realize that the information so released may prove unfavorable to me. I agree to hold any source of information blameless for any error in reporting this information. I release all persons whomever from any liability arising out of or resulting from the release of this information.

Bonk

Signature

11/14/22

Date signed

AGENDA ITEM SUMMARY SHEET

Agenda of:11/22/2022

Sponsored by:

Councilmember Reynolds

Funding Source

Project #	**Discretionary Funds**
Project String	**Contract Number:**
Budget Amendment	**REDUCE INCREASE**
Grant Funds	**Matching Funds**

ATTACHMENTS:

Description	Type	Upload Date
packet	Cover Memo	11/17/2022

REVIEWERS:

Department Reviewer	Action	Date
City Clerk Gauthier, Lana	Approved	11/17/2022 - 11:49 AM

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOBILE, ALABAMA, that the City Clerk be, and she hereby is, instructed to publish in a newspaper of general circulation within the municipality the attached notice stating the time and place a proposed amendment to the Zoning Ordinance is to be considered by the City Council and further stating that at such time and place all persons who desire shall have an opportunity of being heard in opposition to or in favor of the proposed amendment.

Adopted:

_____

City Clerk

Notice of Public Hearing for the Proposed Rezoning of Property
Located at 6137 Todd Acres Drive
(West and east side of Todd Acres Drive; extending to the south side of
Kooiman Road, 680' ± west of Todd Acres Drive)

Pursuant to Resolution of the Mobile, Alabama City Council adopted November 22, 2022, a public hearing will be held on the 20th day of December, 2022, at 10:30 a.m., to consider adoption of an ordinance to rezone property located at 6137 Todd Acres Drive (west and east side of Todd Acres Drive; extending to the south side of Kooiman Road, 680' ± west of Todd Acres Drive) from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

The public hearing will be held at the History Museum of Mobile, 111 South Royal Street, Mobile, Alabama. All persons who desire shall have an opportunity to be heard in favor of or in opposition to the proposed amendment at such time and place. Further, the City Council may consider zoning classifications other than the ones sought by the applicant, and may take other actions allowed by law.

Lisa C. Lambert
City Clerk

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

LOT 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63

feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

The classification of said property is hereby changed from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in I-2, Heavy Industrial District, provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a I-2, Heavy Industrial District until all of the conditions set forth below have been complied with: 1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

NOTICE OF HEARING
OF PROPOSED AMENDMENT
TO THE ZONING ORDINANCE

Notice is hereby given that the City Council of Mobile proposes to consider the adoption of the below synopsized amendment to the Ordinance adopted on the 16th day of May, 1967, and known as the "Zoning Ordinance". The adoption of such amendment will be considered by the City Council of Mobile in the History Museum of Mobile, 111 South Royal Street, on the 20th day of December, 2022, at 10:30 AM. At such time and place all persons who desire shall have an opportunity to be heard in opposition to or in favor of the amendment.

Synopsis of Proposed Amendment to the Zoning Ordinance

The proposed amendment to the Zoning Ordinance was published in full on the 30th day of November, 2022 in the Mobile Press Register.

The proposed amendment to the Zoning Ordinance concerns the property within the City of Mobile, located at **6137 Todd Acres Drive** (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).

The proposed amendment to the Zoning Ordinance changes the classification of the subject property from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.** Under the proposed amendment to the Zoning Ordinance, it shall hereafter be lawful to construct on the subject property any structures and to use the subject property for any use, as permitted in **I-2** districts under the terms of the Zoning Ordinance of May 16, 1967, as amended. Any construction or erection on the subject property shall be in compliance with the building laws of the City of Mobile, and shall be approved by the Building Inspector of the City of Mobile. Any such constructed or erected structure shall be erected or constructed in compliance with the laws of the City of Mobile, including without limitation the requirements of the Zoning Ordinance of May 16, 1967, as amended. Further, no lot or parcel shall be used for any use allowed in **I-2** districts until the following conditions have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

This proposed amendment to the Zoning Ordinance shall be in full force and effect from after its publication and adoption by the Mobile City Council.

AN ORDINANCE 2022

AN ORDINANCE AMENDING THE ORDINANCE ADOPTED BY THE BOARD OF COMMISSIONERS OF THE CITY OF MOBILE ON THE 16TH DAY OF MAY, 1967, SAID ORDINANCE BEING COMMONLY KNOWN AS THE ZONING ORDINANCE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MOBILE AS FOLLOWS:

Section One: That the Ordinance commonly known as the Zoning Ordinance and adopted on May 16, 1967, together with the Zoning Map of the City of Mobile, 1967, be, and the same hereby is changed and altered in respect to that certain property in the City of Mobile, State of Alabama, described as follows to-wit:

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thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

And

LOT 2

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11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

The classification of said property is hereby changed from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District**, and it shall hereafter be lawful to construct on such property any structures permitted by the Ordinance of May 16, 1967, commonly known as the Zoning Ordinance and to use said premises for any use permitted by the terms of said Ordinance in **I-2, Heavy Industrial District,** provided, however, that the plans for any structure or building sought to be erected on said property shall be in compliance with the building laws of the City of Mobile, and that any structure shall be approved by the Building Inspector of the City of Mobile, and that any such structure be erected only in compliance with such laws, including the requirements of said Zoning Ordinance of May 16, 1967, and further provided, however, that no lot or parcel of land herein above described shall be used for any use allowed in a **I-2, Heavy Industrial District** until all of the conditions set forth below have been complied with: **1) completion of the Subdivision process; and, 2) full compliance with all municipal codes and ordinances.**

Section Two: This Ordinance shall be in force and effect from and after its adoption and publication.

Adopted:

_____

Lisa Lambert, City Clerk

Todd Acres Industrial Park Subdivision
6137 Todd Acres Drive
West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive
Council District 4
Ben Reynolds

THE CITY OF MOBILE, ALABAMA
PLANNING & ZONING DEPARTMENT

MOBILE CITY PLANNING COMMISSION

November 14, 2022
City Council
Mobile Government Plaza
Mobile, Alabama 36644

Dear Council Members:

The Mobile City Planning Commission at its meeting of October 20, 2022 considered the request of **Todd Acres Industrial Park Subdivision** for a change in zoning from **R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District** for the property located at **6137 Todd Acres Drive** (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).

After discussion it was decided to recommend approval of the rezoning request to the City Council subject to the following conditions: **1) Completion of the Subdivision process; and 2) Full compliance with all municipal codes and ordinances.**

Copies of the application and reports are attached.

Sincerely,

Margaret Pappas
Deputy Director, Planning & Zoning Department

tms
Attachments

Screws, Tracy

From: Pappas, Margaret
Sent: Thursday, November 10, 2022 1:38 PM
To: Screws, Tracy; Burch, Victoria
Cc: York, Marie
Subject: RE: Updated LOD

No need. Please print this for the file and I will forward the fee to the applicant. We are on a time crunch. Thank you.

Margaret Pappas
Deputy Director, Planning and Zoning
Planning & Zoning
BUILDMOBILE
pappasm@cityofmobile.org
(251) 208-5895

From: Screws, Tracy <tracy.screws@cityofmobile.org>
Sent: Thursday, November 10, 2022 1:36 PM
To: Burch, Victoria <victoria.burch@cityofmobile.org>
Cc: York, Marie <marie.cross@cityofmobile.org>; Pappas, Margaret <pappasm@cityofmobile.org>
Subject: Updated LOD

Will you please make an updated LOD for ZON-002226-2022 Todd Acres Dr that was on the Oct 20th agenda? The advertising fee is $639.45.

Thanks!

Best Regards,
Tracy Screws

Secretary
Planning & Zoning
Tracy.screws@cityofmobile.org
(251) 208-5895

The Planning & Zoning office will be closed Friday, November 11th, for Veterans Day.

The Planning & Zoning office hours are Monday, Tuesday, Thursday, and Friday 8am to 3pm and Wednesday 8am to 1pm.

BUILDMOBILE

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

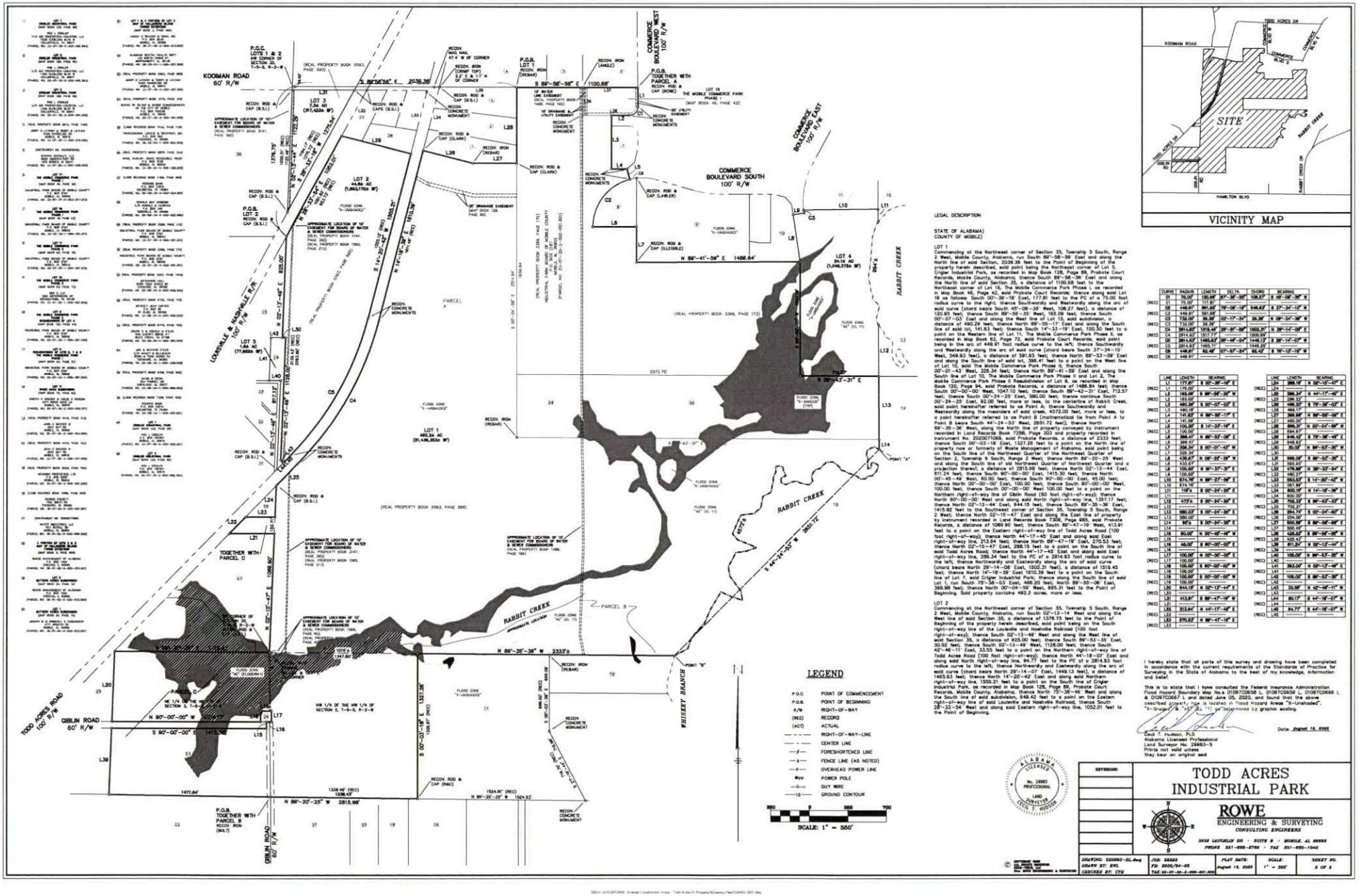
LOT 1
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2039.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 16, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 16 as follows: South 00°-39'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-35" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-56'-35" West, 165.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Western line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.91 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 549.93 feet), a distance of 591.65 feet; thence North 89°-53'-09" East and along the South line of said lot, 396.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 326.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1486.84 feet; thence South 00°-00'-00" West, 1047.10 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 580.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2651.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071069, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northwest Quarter of the Northwest Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-25" West and along the South line of aid Northwest Quarter of Northwest Quarter and a projection thereof, a distance of 2815.98 feet; thence North 02°-13'-44" East, 611.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 60.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South

00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Giblin Road (60 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 644.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southwest corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 985, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.94 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.15 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 286.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1502.31 feet), a distance of 1519.45 feet; thence North 14°-18'-39" East 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; North 89°-55'-06" East, 399.98 feet; thence North 00°-04'-59" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE

LOT 2
Commencing at the Northwest corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-14" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-49" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-46'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1449.13 feet), a distance of 1465.63 feet; thence North 14°-20'-42" East and along said Northern right-of-way line, 1555.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" West and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.



LEGAL DESCRIPTION

STATE OF ALABAMA)
COUNTY OF MOBILE)

LOT 1

Commencing at the Northeast corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 89°-58'-56" East and along the North line of said Section, 2639.36 feet to the Point of Beginning of the property herein described, said point being the Northeast corner of Lot 5, Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence South 89°-58'-56" East and along the North line of said Section 35, a distance of 1100.68 feet to the Northeast corner of Lot 18, The Mobile Commerce Park Phase I, as recorded in Map Book 46, Page 42, said Probate Court Records; thence along said Lot 18 as follows: South 00°-38'-18" East, 177.81 feet to the PC of a 75.00 foot radius curve to the right; thence Southwardly and Westwardly along the arc of said curve (chord bears South 45°-08'-33" West, 108.27 feet), a distance of 120.95 feet; thence South 89°-55'-35" West, 183.09 feet; thence South 00°-07'-03" East and along the West line of Lot 15, said subdivision, a distance of 490.29 feet; thence North 89°-55'-17" East and along the South line of said lot, 141.63 feet; thence South 14°-33'-19" East, 100.30 feet to a point on the Westerly line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 62, Page 72, said Probate Court Records; said point being in the arc of 449.21 foot radius curve to the left; thence Southwardly and Westwardly along the arc of said curve (chord bears South 37°-34'-10" West, 349.93 feet), a distance of 361.85 feet; thence North 89°-53'-09" East and along the South line of said lot, 395.41 feet to a point on the West line of Lot 10, said The Mobile Commerce Park Phase II; thence South 00°-01'-43" West, 328.34 feet; thence North 89°-41'-59" East and along the South line of Lot 10, The Mobile Commerce Park Phase II and Lot 2, The Mobile Commerce Park Phase II Resubdivision of Lot 9, as recorded in Map Book 120, Page 94, said Probate Records, a distance of 1488.64 feet; thence South 00°-00'-00" West, 1047.12 feet; thence South 89°-43'-31" East, 712.57 feet; thence South 00°-24'-25" East, 380.00 feet; thence continue South 00°-24'-25" East, 92.00 feet, more or less, to the centerline of Rabbit Creek, said point hereinafter referred to as Point A; thence Southwardly and Westwardly along the meanders of said creek, 4572.00 feet, more or less, to a point hereinafter referred to as Point B (mathematical tie from Point A to Point B bears South 44°-24'-53" West, 2851.72 feet); thence North 89°-35'-36" West, along the North line of property conveyed by instrument recorded in Land Records Book 7288, Page 303 and property recorded in Instrument No. 2020071068, said Probate Records, a distance of 2333 feet; thence South 00°-03'-18" East, 1327.26 feet to a point on the North line of property now or formerly of Waste Management of Alabama, said point being on the South line of the Northeast Quarter of the Northeast Quarter of Section 2, Township 6 South, Range 2 West; thence North 89°-20'-03" West and along the South line of said Northeast Quarter of Northeast Quarter and a projection thereof, a distance of 2815.98 feet; thence South 02°-13'-44" East, 811.24 feet; thence South 90°-00'-00" East, 1415.30 feet; thence North 00°-45'-49" West, 80.00 feet; thence South 90°-00'-00" East, 45.00 feet; thence North 00°-00'-00" East, 100.00 feet; thence South 90°-00'-00" West, 100.00 feet; thence South 00°-00'-00" West 100.00 feet to a point on the Northern right-of-way line of Qiblin Road (80 foot right-of-way); thence North 90°-00'-00" West and along said North right-of-way line, 1357.17 feet; thence North 02°-13'-44" East, 844.15 feet; thence South 89°-35'-36" East, 1415.82 feet to the Southeast corner of Section 35, Township 5 South, Range 2 West; thence North 02°-15'-47" East and along the East line of property by instrument recorded in Land Records Book 7309, Page 885, said Probate Records, a distance of 1089.90 feet; thence South 89°-47'-19" West, 413.91 feet to a point on the Eastern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-17'-45" East and along said East right-of-way line, 213.34 feet; thence North 89°-47'-19" East, 270.53 feet; thence North 02°-15'-47" East, 288.13 feet to a point on the South line of said Todd Acres Road; thence North 44°-17'-45" East and along said East right-of-way line, 288.34 feet to the PC of a 2914.93 foot radius curve to the left; thence Northeastwardly and Eastwardly along the arc of said curve (chord bears North 29°-14'-08" East, 1302.31 feet), a distance of 1319.45 feet; thence North 14°-18'-36" East, 1610.39 feet to a point on the South line of Lot 7, said Crigler Industrial Park; thence along the South line of said Lot 1, run South 75°-38'-03" East, 466.20 feet; thence North 89°-58'-08" East, 399.98 feet; thence North 00°-04'-58" West, 695.31 feet to the Point of Beginning. Said property contains 492.2 acres, more or less.

LOT 2

Commencing at the Northeast corner of Section 35, Township 5 South, Range 2 West, Mobile County, Alabama, run South 02°-13'-44" West and along the West line of said Section 35, a distance of 1376.75 feet to the Point of Beginning of the property herein described, said point being on the South right-of-way line of the Louisville and Nashville Railroad (100 foot right-of-way); thence South 02°-13'-46" West and along the West line of said Section 35, a distance of 925.00 feet; thence South 89°-53'-35" East, 30.02 feet; thence South 02°-13'-49" West, 1128.00 feet; thence South 42°-48'-11" East, 33.55 feet to a point on the Northern right-of-way line of Todd Acres Road (100 foot right-of-way); thence North 44°-18'-07" East and along said North right-of-way line, 94.77 feet to the PC of a 2814.93 foot radius curve to the left; thence Northwardly and Easterwardly along the arc of said curve (chord bears North 29°-14'-07" East, 1448.13 feet), a distance of 1483.53 feet; thence North 14°-28'-43" East and along said Northern right-of-way line, 1550.21 feet to a point on the South line of Crigler Industrial Park, as recorded in Map Book 128, Page 89, Probate Court Records, Mobile County, Alabama; thence North 75°-38'-46" East and along the South line of said subdivision, 649.42 feet to a point on the Eastern right-of-way line of said Louisville and Nashville Railroad; thence South 28°-33'-54" West and along said Eastern right-of-way line, 1052.01 feet to the Point of Beginning.

CURVE	RADIUS	LENGTH	DELTA	CHORD	BEARING
C1	75.00'	120.69'	87°-58'-08"	109.13'	S 46°-02'-38" E
(REC)	75.00'	117.81'			
C2	449.21'	361.85'	79°-06'-18"	349.83'	S 37°-34'-10" W
(REC)	449.21'	361.85'			
C3	2914.93'	1319.45'	25°-56'-06"	1308.31'	N 29°-14'-08" E
(REC)	2914.93'	1319.77'		1308.59'	
C4	2814.93'	1483.53'	30°-12'-44"	1466.13'	N 29°-14'-07" E
(REC)	2814.93'	1483.71'		1466.33'	
C5	449.21'	82.48'	07°-51'-24"	82.42'	S 76°-12'-18" W
(REC)	449.21'				

LINE	LENGTH	BEARING
L1	177.81'	S 00°-38'-18" E
(REC)	179.00'	
L2	183.09'	S 89°-55'-35" W
(REC)	183.00'	
L3	490.29'	S 00°-07'-03" E
(REC)	490.00'	
L4	141.63'	N 89°-55'-17" E
(REC)	141.56'	
L5	100.30'	S 14°-33'-19" E
(REC)	100.00'	
L6	395.41'	N 89°-53'-09" E
(REC)	395.00'	
L7	328.34'	S 00°-01'-43" W
(REC)	328.34'	
L8	435.61'	N 08°-39'-19" W
(REC)	433.61'	
L9	100.00'	S 81°-33'-21" E
(REC)	100.00'	
L10	874.76'	N 89°-37'-38" E
(REC)	874.76'	
L11	198'±	S 00°-24'-25" E
(REC)	198.00'	
L12	477'±	S 00°-24'-25" E
(REC)	477.00'	
L13	380.03'	S 00°-24'-25" E
(REC)	380.00'	
L14	92'±	S 00°-24'-25" E
(REC)	92.00'	
L15	80.00'	N 00°-45'-49" W
(REC)		
L16	45.00'	S 90°-00'-00" E
(REC)		
L17	100.00'	N 00°-00'-00" E
(REC)	100.00'	
L18	100.00'	S 00°-00'-00" W
(REC)	100.00'	
L19	100.00'	S 90°-00'-00" W
(REC)	100.00'	
L20	844.15'	N 02°-13'-44" E
(REC)		
L21	413.91'	S 89°-47'-19" W
(REC)		
L22	213.34'	N 44°-17'-45" E
(REC)		
L23	270.53'	N 89°-47'-19" E
(REC)		

LINE	LENGTH	BEARING
L24	288.13'	N 02°-15'-47" E
(REC)		
L25	288.34'	N 44°-17'-45" E
(REC)	288.00'	
L26	466.20'	S 75°-38'-03" E
(REC)	466.00'	
L27	399.98'	N 89°-58'-08" E
(REC)	399.98'	
L28	695.31'	N 00°-04'-58" W
(REC)	695.31'	
L29	649.42'	N 75°-38'-46" E
(REC)	649.42'	
L30	30.02'	S 89°-53'-35" E
(REC)		
L31	1015.49'	N 89°-20'-03" W
(REC)	1015.49'	
L32	1347.86'	N 89°-20'-03" W
(REC)	1347.86'	
L33	1347.86'	S 89°-20'-03" E
(REC)	1347.86'	
L34	800.19'	N 14°-18'-36" E
(REC)	800.00'	
L35	708.33'	S 89°-53'-35" E
(REC)	708.33'	
L36	294.74'	S 00°-24'-25" E
(REC)	294.00'	
L37	204.00'	S 89°-58'-08" E
(REC)	204.00'	
L38	500.69'	S 89°-58'-08" E
(REC)	500.69'	
L39	423.42'	
(REC)	423.00'	N 89°-13'-44" E
L40	108.09'	N 89°-53'-35" W
(REC)		
L41	363.00'	N 00°-13'-49" E
(REC)		
L42	108.09'	S 89°-53'-35" E
(REC)		
L43	33.55'	N 42°-48'-11" W
(REC)		
L44	80.17'	S 44°-18'-07" W
(REC)		
L45	94.77'	S 44°-18'-07" W
(REC)		

I hereby state that all parts of this survey and drawing have been completed in accordance with the current requirements of the Standards of Practice for Surveying in the State of Alabama to the best of my knowledge, information and belief.

This is to state that I have consulted the Federal Insurance Administration Flood Hazard Boundary Map No.s 0109700658 L, 0109700659 L, 0109700668 L & 0109700667 L and dated June 05, 2020, and found that the above described property is located in Flood Hazard Areas "X-Unshaded", "X-Shaded" & "AE(EL 11)" as determined by graphic scaling.

Date: August 18, 2022

Cecil T. Hudson, PLS
Alabama Licensed Professional
Land Surveyor No. 29983-S
Prints not valid unless
they bear an original seal

ALABAMA
No. 29983
PROFESSIONAL
LAND
SURVEYOR
CECIL T. HUDSON

TODD ACRES INDUSTRIAL PARK

ROWE
ENGINEERING & SURVEYING
CONSULTING ENGINEERS
3600 LAUGHLIN DR · SUITE B · MOBILE, AL 36693
PHONE 251-666-2786 · FAX 251-660-1040

DRAWING: 220850-SL.dwg	JOB: 22525	PLAT DATE:	SCALE:	SHEET NO.
DRAWN BY: BWL	FB: 2020/94-95	August 18, 2022	1" = 550'	1 OF 1
CHECKED BY: CTH	TAX ID: 49-07-35-2-000-001.000			

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THE CITY OF MOBILE, ALABAMA
MOBILE CITY PLANNING COMMISSION

LETTER OF DECISION

October 31, 2022

Charles Tisher, PE
3901 Springhill Avenue
Mobile, Alabama 36608

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022 (Rezoning)
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Property Owner (s):

At its meeting on October 20, 2022, the Planning Commission considered the above referenced Rezoning application.

After discussion, the Planning Commission determined that the following conditions prevail to support the rezoning request:

a. **changing conditions in a particular area make a change in the Ordinance necessary and desirable;**
b. **there is a need to increase the number of sites available to business or industry;**
c. **the subdivision of land into building sites makes reclassification of the land necessary and desirable.**

The rezoning should be subject to the following conditions:

1) **completion of the Subdivision process; and**
2) **full compliance with all municipal codes and ordinances.**

Please note that a revised legal description for both Lots 1 and 2 is required in order to calculate the advertising fee for the application before it is forwarded to the City Clerk's office and subsequently for public hearing by the City Council.

If you have any questions regarding this action, please call this office at 251-208-5895.

Sincerely,

MOBILE CITY PLANNING COMMISSION
Ms. Jennifer Denson, Secretary

By: Margaret Pappas

Margaret Pappas
Deputy Director of Planning and Zoning

MOBILE CITY PLANNING COMMISSION
October 14, 2022
PUBLIC HEARING NOTICE
CORRECTION

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 14, 2022
PUBLIC HEARING NOTICE
CORRECTION

MOBILE
ALABAMA

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District.

Dear Applicant(s)/ Owner(s):

The Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.** to consider your above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

Your presence, or that of your agent, is required at this hearing. Failure to participate the hearing may result in a denial of your request. Please be prepared to present your application to the Commission and respond to any questions they might have.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, **by 2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

For additional information or assistance, please contact a planner at (251) 208-5895.

MOBILE CITY PLANNING COMMISSION
October 7, 2022
PUBLIC HEARING NOTICE

MOBILE
ALABAMA

Re: **6137 Todd Acres Drive**
(West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680' ± West of Todd Acres Drive).
Council District 4
ZON-002226-2022
Todd Acres Industrial Park Subdivision
Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District.

Dear Property Owner(s):

This letter is to advise property owners within 300', as required by City Code, that the Mobile City Planning Commission will hold a Public Hearing on **Thursday, October 20, 2022, at 2:00 p.m.,** to consider the above referenced application.

The meeting will be held in the Auditorium at 205 Government Street, Mobile, Alabama.

The proposed zoning district is Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-1, Light Industrial District, however, the Planning Commission, during this public hearing, may consider zoning classifications other than that sought by the applicant for this property.

While your presence is not required, this notice is to advise you of the meeting so that you may participate; and if you wish, present your views concerning this application to the Planning Commission. Please note, this application will not re-subdivide your property, and when hearing requests for subdivision, the Planning Commission does not consider matters of zoning or use for the proposed lots.

If you wish to comment on the application, you may email your comments to planning@cityofmobile.org or upload your comments to the case, which can be found under the meeting date on the web portal at https://www.buildmobile.org/planning-commission/ . You may also submit comments by letter or fax:

Planning & Zoning/City of Mobile
P. O. Box 1827
Mobile, AL 36633-1827

Fax: (251) 208-5896

Email: planning@cityofmobile.org

Include your full name and address with any comments. All comments must be submitted via email or uploaded to the portal, or received via mail or fax, by **2:00 p.m.** on **Wednesday, October 19, 2022,** to allow adequate time for the Commission members to review the information.

If you wish to present your views to the Commission in person, the Commission's Operating Rules, and Procedure's limit both the proponents and opposition to four speakers each, for a maximum of five minutes. For additional information or assistance, please contact a planner at (251) 208-5895.

Application Submission
Contact Information

Name of Project: Todd Acres Industrial Park

Address: 6137 Todd Acres Dr.

Owner: Jerry and Terry Lathan
Industrial Park Board of Mobile County

Address: 5450 Rangeline Rd
PO Box 2187 Zip Code: 36619
36652

Phone: 251-443-7663 Fax: _____ Email: jerry@lathancompany.com

Authorized Agent: Charles Tisher, PE

Address: 3901 Springhill Ave Zip Code: 36608

Phone: 251-344-7073 Fax: _____ Email: ctisher@cglengineers.com

Contractor: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Civil Engineer: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Architect: _____

Address: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

Submitted by:



Signature

Charles Tisher
Print

9-19-22
Date

authorized agent
Affiliation to project/Organization

CLARK | GEER | LATHAM
AND ASSOCIATES, INC.

T. E. Latham, P.E., President
T. B. Clark, P.E., Exec. V. Pres.
E. J. Adams, P.E., V. Pres.
L. G. Snapp, AIA, LEED AP, V. Pres.,
K. S. Bowman, Dir

J. M. Clark, P.E., (1931 - 2016)
V. R. Geer, Jr., P.E. (1916 - 1994)

D. S. Carrier, P.L.S.
D. A. Benton, P.E.
C. D. Tisher Jr., P.E.
M. E. Reid, AIA
L. S. Rice, RA

Rezoning Statement

Parcel Numbers: R023307353000001.000, R023307352000001.001, R023307353000001.001, R023307354000001.001, R023307351000001.000

We request to rezone lots 1 and 2 of the proposed Todd Acres Industrial Park Subdivision. Currently there is a mix of R-A, B-5, I-1, and I-2 zoning on these parcels. With part of the parcels already zoned I-2 we feel it is appropriate to change the zoning for all of the parcels to I-2 in order to accommodate the proposed future development. The Future Land Use Map has these properties designated Light Industry and Heavy Industry. This is consistent with the requested zoning change on these parcels. The provided site plan is conceptual at this stage and there are no current commitments.

THE LATHAN COMPANY

Historic Restoration
Since 1981

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

September 16, 2022

RE: Todd Acres Parcels
Parcel ID Number 3307353000001.00

To Whom it May Concern:

Jerry Lathan of Mobile County hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Seller concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced property.

Sincerely,

Jerry Lathan

Jerry Lathan
Property Owner

Home Office: 5450 Rangeline Road Mobile, Alabama 36619
Phone: 251/443-7663 Fax: 251/443-8350

INDUSTRIAL PARK BOARD OF MOBILE COUNTY

P.O. BOX 2187
MOBILE, ALABAMA 36652-2187

September 9, 2022

City of Mobile
Urban Development Department
Planning Section
P.O. Box 1827
Mobile, AL 36633

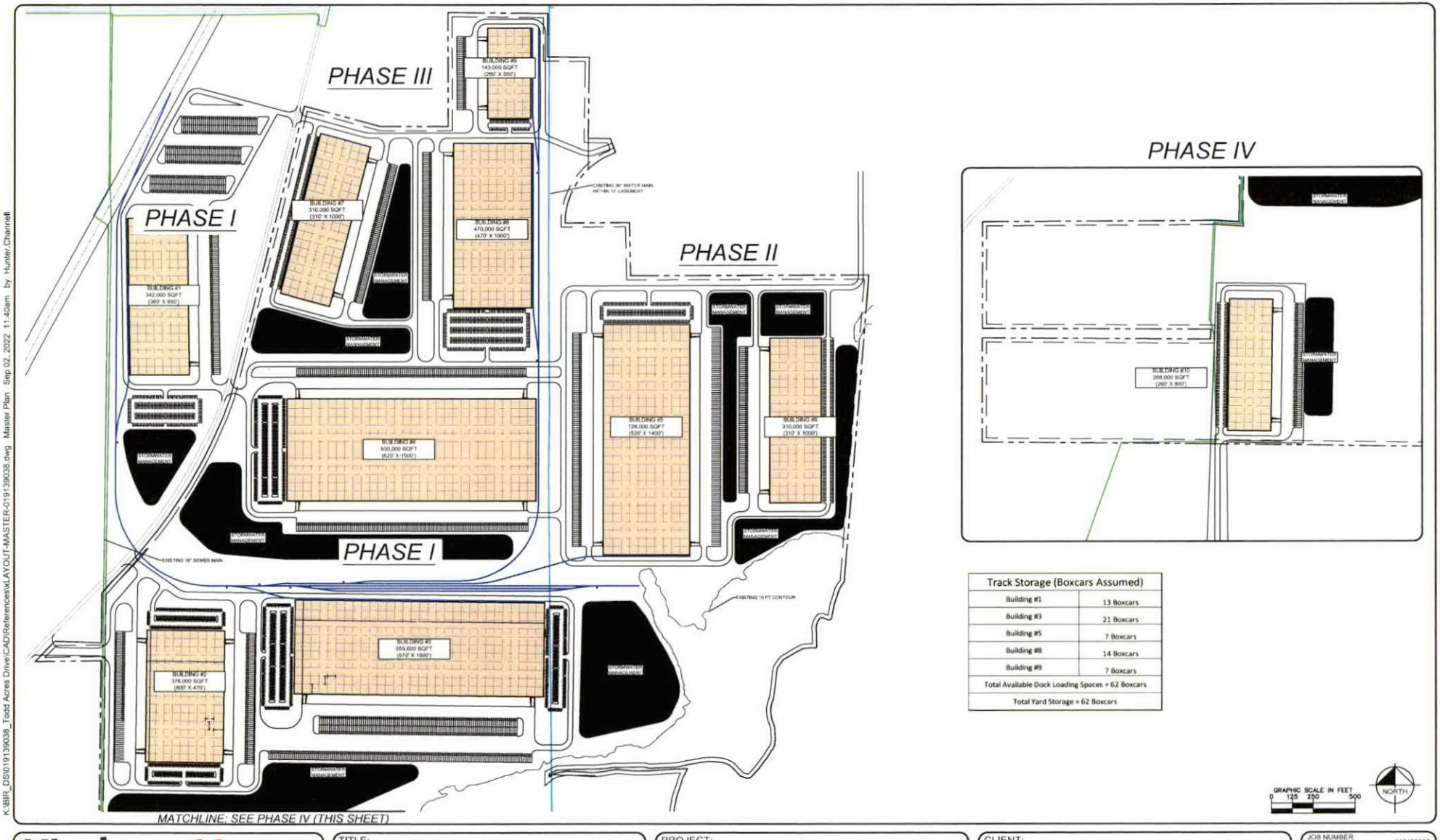
RE: Todd Acres Parcels
Parcel ID Nos: R023307352000001.001; R023307353000001.001;
R023307354000001.001; R023307351000001.000

To Whom it May Concern:

The Industrial Park Board of Mobile County (the "Board") hereby grants (i) Charles Tisher and Clark, Geer, Latham, and Associates; (ii) Clay Smith and Kimley-Horn; and (iii) Patrick Dungan of Adams and Reese LLP the right to act as an agent on behalf of the Board concerning the application to the City of Mobile Planning Commission for subdivision and rezoning to I-2 for the above-referenced properties.

Sincerely,

Lowell J. Friedman
Chairman
Industrial Park Board of Mobile County



Track Storage (Boxcars Assumed)	
Building #1	13 Boxcars
Building #3	21 Boxcars
Building #5	7 Boxcars
Building #8	14 Boxcars
Building #9	7 Boxcars
Total Available Dock Loading Spaces = 62 Boxcars	
Total Yard Storage = 62 Boxcars	

K:\BIR_DSV\019139038_Todd Acres Drive\CAD\References\xLAYOUT-MASTER-019139038.dwg Master Plan Sep 02, 2022 11:40am by Hunter.Channell

Kimley»Horn
11 NORTH WATER STREET, SUITE 9290, MOBILE, ALABAMA 36602
PHONE: (251) 263-8340 I www.kimley-horn.com

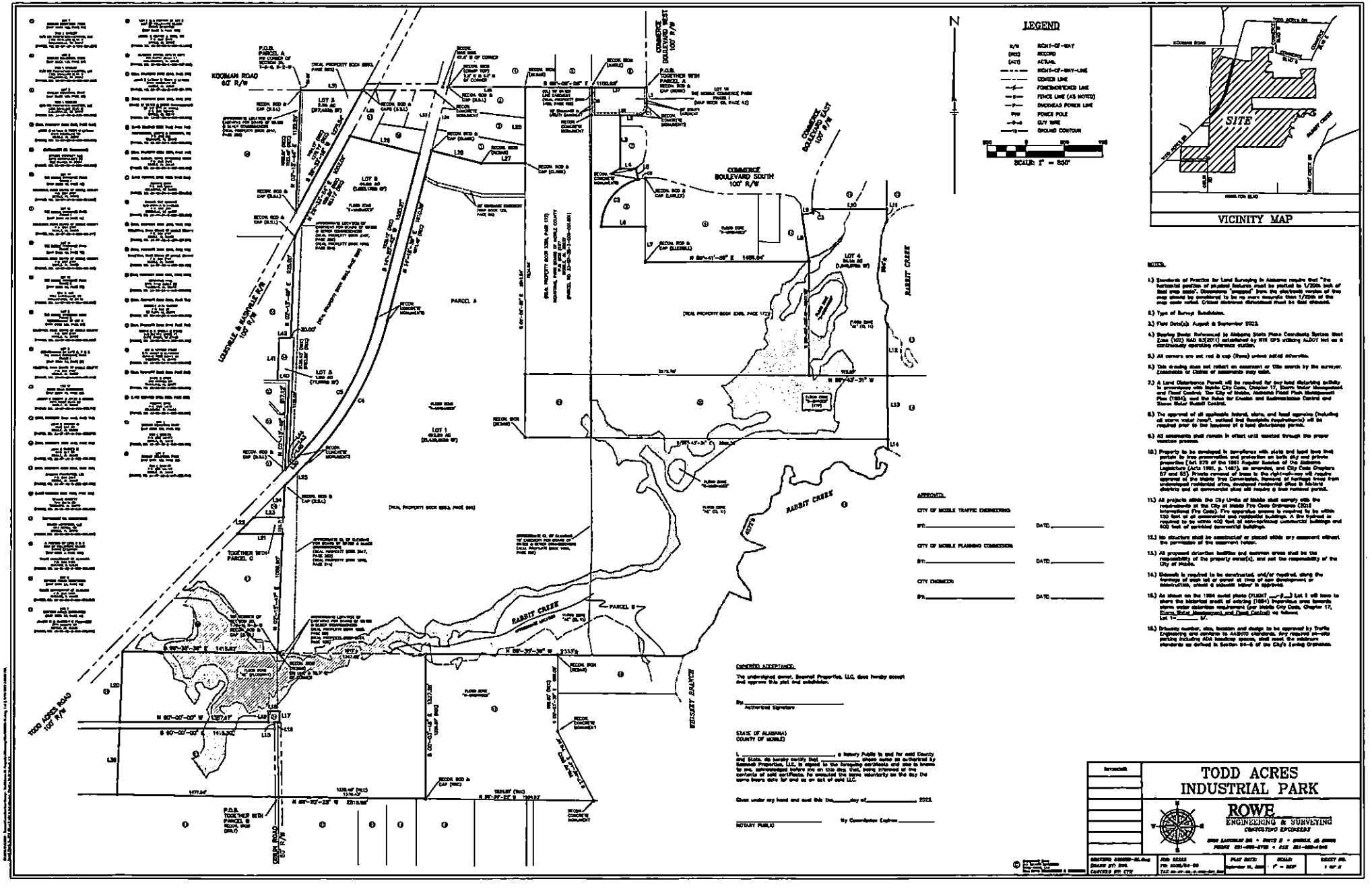
TITLE: CONCEPT SITE PLAN

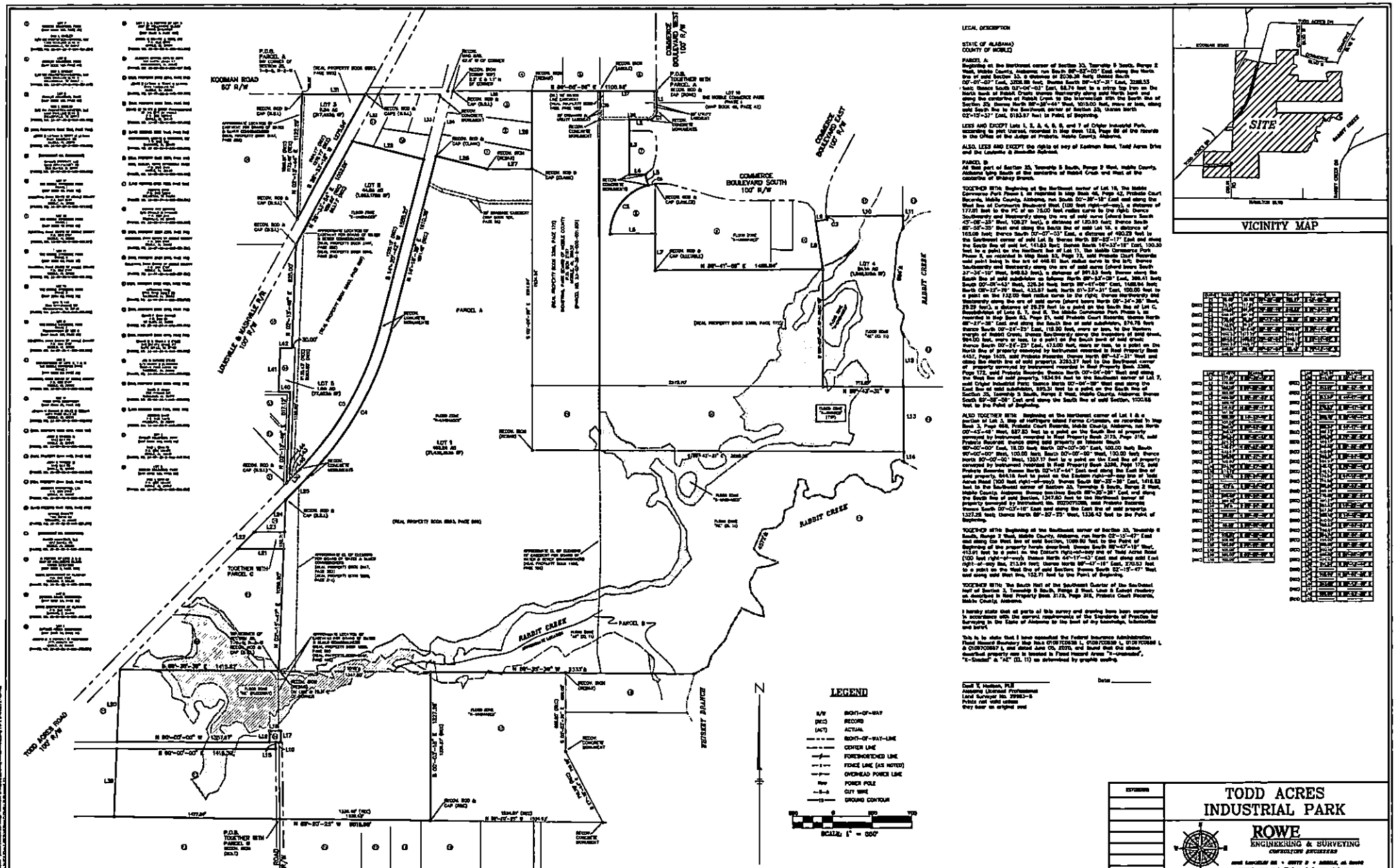
PROJECT: TODD ACRES DRIVE MASTER PLAN

CLIENT: SCANNELL PROPERTIES

JOB NUMBER:	019139038
SCALE:	1" = 250'
DATE:	08/25/2022
SHEET:	CSP 1

THE DOCUMENT TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY KIMLEY-HORN AND ASSOCIATES, INC. SHALL BE WITHOUT LIABILITY TO KIMLEY-HORN AND ASSOCIATES, INC. COPYRIGHT KIMLEY-HORN AND ASSOCIATES, INC., 2019


TODD ACRES INDUSTRIAL PARK
ROWE ENGINEERING & SURVEYING
LEGEND
VICINITY MAP
SITE
COMMERCE BOULEVARD SOUTH
COMMERCE BOULEVARD EAST
COMMERCE BOULEVARD WEST
KOOMAN ROAD
TODD ACRES ROAD
LOUISVILLE & NASHVILLE R/R
RABBIT CREEK
BERKLEY BRANCH
PARCEL A
PARCEL B
PARCEL C
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
APPROVAL
CITY OF MOBILE TRAFFIC ENGINEERING
CITY OF MOBILE PLANNING COMMISSION
CITY ENGINEER
OWNER'S ACCEPTANCE
STATE OF ALABAMA
COUNTY OF MOBILE
NOTARY PUBLIC
NOTES



LEGAL DESCRIPTION

STATE OF ALABAMA
COUNTY OF MOBILE

PARCEL A:

Beginning on the Northwest corner of Section 33, Township 9 South, Range 2 West, Mobile County, Alabama; run South 89°-52'-09" East along the North line of said Section 33, a distance of 2036.26 feet; thence South 02°-07'-00" East, 3208.88 feet; thence North 89°-47'-31" East, 2248.53 feet; thence South 02°-04'-03" East, 58.74 feet to a point on the North bank of Rabbit Creek; thence Northwesterly along said North bank and along the centerline of Rabbit Creek to the intersection with the South line of Section 28, thence North 89°-58'-44" West, 1015.00 feet, more or less, along said South line to the Southwest corner of Section 28, thence North 02°-13'-37" East, 5183.87 feet to Point of Beginning.

LESS AND EXCEPT Lots 1, 2, 3, 4, 5, 6, and 7 of Chipler Industrial Park, according to plat thereof, recorded in Map Cabs. 12A, Page 50 of the Records in the Office of the Judge of Probate, Mobile County, Alabama.

ALSO, LESS AND EXCEPT the right-of-way of Kooiman Road, Todd Acres Drive and the Louisville & Nashville Railroad.

PARCEL B:

All that part of Section 33, Township 9 South, Range 2 West, Mobile County, Alabama lying South of the centerline of Rabbit Creek and West of the centerline of Wessett Branch.

TOGETHER WITH: Beginning at the Northwest corner of Lot 10, The Mobile Commerce Park Phase II, as recorded in Map Cabs. 4A, Page 42, Probate Court Records, Mobile County, Alabama, run South 00°-39'-18" East and along the West line of Commerce Boulevard West (100' foot right-of-way), a distance of 177.81 feet to the PC of an 11.00 foot radius curve to the right; thence Southwesterly and Northwesterly along the arc of said curve (chord bears South 45°-09'-39" West, 109.27 feet), a distance of 120.93 feet; thence South 89°-41'-00" West along the North line of said Lot 10, a distance of 165.08 feet; thence South 00°-07'-03" East, a distance of 460.29 feet to the Southwest corner of said Lot 9; thence North 89°-52'-17" East and along the South line of said Lot, 1418.81 feet; thence North 14°-31'-18" East, 100.30 feet to a point on the Northeast line of Lot 11, The Mobile Commerce Park Phase II, as recorded in Map Book 33, Page 73, said Probate Records; said point being in the arc of 668.50 foot radius curve to the left; thence Southeasterly and Easterly along the arc of said curve (chord bears South 37°-39'-19" East, 948.53 feet), a distance of 991.53 feet; thence along the South line of said subdivision as follows: North 89°-41'-09" East, 369.41 feet; South 00°-07'-43" East, 329.54 feet; South 89°-47'-09" East, 1169.84 feet; South 08°-12'-41" West, 433.87 feet; North 81°-27'-31" East, 100.00 feet to a point on the 732.00 foot radius curve to the right; thence Northerly and Northeasterly along the arc of said curve (chord bears North 09°-24'-29" East, 29.29 feet), a distance of 29.29 feet to a point on the South line of Lot C, Resubdivision of Lots 1, 2, and 3, The Mobile Commerce Park, as recorded in Map Book 33, Page 51, said Probate Court Records; thence North 81°-27'-31" West and along said South line of said subdivision, 874.76 feet; thence South 09°-24'-25" East, 132.30 feet, more or less, to the Northerly margin of Rabbit Creek; thence Southwesterly along the Northerly and Westerly margin of Rabbit Creek,

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C/O SALLY WAGNER, CPA
5409 W 134TH PL
HAWTHORNE, CA 90250

MCKINLEY SPARKS LLC
4825 OBSERVATORY RD
DES MOINES, IA 50311

TWILLEY BUILDERS INC
PO BOX 850669
MOBILE, AL 36685

GOODWIN WILLIE B & LINDA F
PO BOX 1019
THEODORE, AL 36590

INDUSTRIAL PARK BOARD OF MOB
ATTN ECONOMIC DEV.
PO BOX 2187
MOBILE, AL 36652

CRIGLER ROD L
PO BOX 190457
MOBILE, AL 36619

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

MOBILE AL GROUP LLC, A GEORGIA
LLC C/O: ROBERT W WILLIS JR
6675 JONES MILL CT
NORCROSS, GA 30092

NGUYEN HUON THI A/K/A HUON T
NGUYEN & BILLY BUI HILL
5790 RIVERCHASE DR N
MOBILE, AL 36619

MEADOWS KIM
5675 RIVERVIEW OAKS DR
THEODORE, AL 36582

GARRETT GREGORY LEE
3998 BYRONELL DR N
MOBILE, AL 36693

KYLES OSCAR D & CREOLA M
605 CHERRY GROVE PT
WHITES CREEK, TN 37189

CARTER LENELL & CLARA BELL
CARTER
6026-D TODD ACRES DR
THEODORE, AL 36582

CARTER OLIVETTE C/O ASHLEY
CARTER
PO BOX 1091
THEODORE, AL 36590

VALHALLA MEMORIAL GARDENS INC
PO BOX 205
SEMMES, AL 36575

HALL ARTHURINE WOODARD
6066 TODD ACRES RD
THEODORE, AL 36582

TAYLOR JAMES E
5406 ALEXANDER AVE
TUSCALOOSA, AL 35406

HAWKINS DONALD RAY C/O
RONALD M HAWKINS
P O BOX 349
TIGERVILLE, SC 29688

WASTE MANAGEMENT OF ALABAMA
PO BOX 1450
CHICAGO, IL 60690

WEAVER HOSEA O & SONS INC
P O BOX 8039
MOBILE, AL 36689

FESENMEIER JOSEPH M & KIMBERLY D
3771 AMRUTH DR
MOBILE, AL 36608

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

WARD-LEYTHAM REBECCA LYNN &
WILLIAM CHRISTIAN LEYTHAM
4712 KIRKWELL DR
MOBILE, AL 36619

PROFESSIONAL LOCATE &
RECOVERY INC
P O BOX 262
THEODORE, AL 36590

ALABAMA MENTAL HEALTH DEPT
100 NORTH UNION ST
MONTGOMERY, AL 36130

WHITE ALBERTA F & MAURICE WHITE
P O BOX 961
THEODORE, AL 36590

INGE DAISY E
1865 LUCKIE AVE
MOBILE, AL 36617

BRYANT DONNICE
2850 WOODMERE ST W
MOBILE, AL 36693

LATHAN JERRY D & TERRY M
LATHAN
5460 RANGELINE RD
MOBILE, AL 36619

MAZER INDUSTRIES LLC
1617 REPOLL RD
MOBILE, AL 36695

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NANCY BLACKMON
6066G TODD ACRES RD
THEODORE, AL 36582

SAUCIER NICK JR
208 OLD SPANISH TRAIL
WAVELAND, MS 39576

CARTER WILLIE
6026-D TODD ACRES RD
THEODORE, AL 36582

CARTER BEVERLY JEAN
P O BOX 56
ST ELMO, AL 36568

CINTAS SALES CORPORATION C/O
ACCTG ASST - 90C SCG
6800 CINTAS BLVD
MASON, OH 45040

GEN 3 LLC ATTN: CHARLIE
ANDREWS
1883 BROOKSEDGE DR
GERMANTOWN, TN 38138

WACKER JOHN C III
6641 BAY RD
MOBILE, AL 36605

BD OF WATER & SEWER COMM OF
THE CITY OF MOBILE
P O BOX 180249
MOBILE, AL 36618

DONALD RANDALL N & JOANNA N
DONALD
5810 RIVERCHASE DR N
MOBILE, AL 36619

HAMMONTREE ANTHONY W & MITZI
5830 RIVERCHASE DR N
MOBILE, AL 36619

MORROW BILLY RONALD &
LYNNELL C
5840 RIVERCHASE DR N
MOBILE, AL 36619

DEES FRANK M & SHEREE L
5860 RIVERCHASE DR N
MOBILE, AL 36619

LITTLE BRIAN HEITH & ALLISON
NELSON LITTLE
5870 RIVERCHASE DR N
MOBILE, AL 36619

WITT CHANCE & HEATHER WITT
5880 RIVERCHASE DR N
MOBILE, AL 36619

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ET AL; TRUSTEES OF THE REV LIV TRUST
OF PATRICIA V COOPER
900 HILLCREST RD STE A5
MOBILE, AL 36695

HARTIN CHARLES WILLIAM JR
6060 RIVERCHASE DR S
MOBILE, AL 36619

ALLEN DIANA L
6070 RIVERCHASE DR S
MOBILE, AL 36619

FOWLER CREIGHTON A & KELLY D
FOWLER
6094 RIVERCHASE DR S
MOBILE, AL 36619

SAGE DUNLAP CHASE REVOCABLE
TRUST ET AL; REGIONS BANK C/O NAT
RSRCS ATTN: CHRIS JEFFERY
PO DRAWER 1628
MOBILE, AL 36633

EVERETT GEORGE A
7551 SMITH RD
THEODORE, AL 36582

MOORE MOSES & RUBY
6475 TODD ACRES ROAD
THEODORE, AL 36582

REGIONS BANK AS TRUSTEE
SPRINGHILL COLLEGE FOUND ET AL
PO BOX 13519
ARLINGTON, TX 76094

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4998 KOOIMAN RD
THEODORE, AL 36582

ROACH KYLE A & JENNIFER T ROACH
4301 RIVER OAKS LN
MOBILE, AL 36619

DIXON DAVID B
203 PAWNEE CIRCLE
SARALAND, AL 36571

GEGZNA JOSEPH V & ARLEE S GEGZNA
4371 RIVER OAKS LN
MOBILE, AL 36619

MCGOWIN PROPERTIES LTD
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MOBILE, AL 36652

REGIONS BANK AS TRUSTEE
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MOBILE, AL 36652

JERRY LATHAN & TERRY LATHAN
ONE CYPRESS LAKE
THEODORE, AL 36582

CLARK GEER LATHAM & ASSOC. INC.
ATTN: CHARLES TISHER
3901 SPRINGHILL AVE
MOBILE, AL 36608

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SUBDIVISION, & ZONING AMENDMENT STAFF REPORT Date: October 20, 2022

NAME	Todd Acres Industrial Park Subdivision
SUBDIVISION NAME	Todd Acres Industrial Park Subdivision
LOCATION	6137 Todd Acres Drive (West and East side of Todd Acres Drive; extending to the South side of Kooiman Road, 680'± West of Todd Acres Drive).
CITY COUNCIL DISTRICT	District 4
PRESENT ZONING	R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District
PROPOSED ZONING	I-2, Heavy Industry District
AREA OF PROPERTY	5 Lots / 570.2± Acres (Subdivision) 2 Lots / 537.0± Acres (Rezoning)
CONTEMPLATED USE	Subdivision approval to create five (5) legal lots of record from four (4) metes-and-bounds parcels and one (1) legal lot of record; and Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industry District. **It should be noted, however, that any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning Commission may consider zoning classifications other than that sought by the applicant for this property.**
TIME SCHEDULE FOR DEVELOPMENT	Not provided
ENGINEERING COMMENTS	

Subdivision: FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer):

A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors.
B. Provide a detail of LOT 5 at the Todd Acres Road ROW.
C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek. Set reference monuments as needed.
D. The 611'x1477' portion at the SE corner of LOT 1 is separated by property and ROW form the rest of LOT 1. This area should be labeled as a separate LOT (LOT 6) and provided a separate written legal description. It will need an MFFE (BFE is 18).
E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated.
F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 (and LOT 6) is 18' and the BFE for LOT 4 is 11'.
G. Provide reference, on the map and the description, to a monumented corner.
H. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6.
I. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
J. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention...".
K. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE.
L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.

Rezoning:

1. Any work performed in the existing ROW (right-of-way) such as driveways, sidewalks, utility connections, grading, drainage, irrigation, or landscaping will require a ROW permit from the City of Mobile Engineering Permitting Department (251-208-6070) and must comply with the City of Mobile Right-of-Way Construction and Administration Ordinance (Mobile City Code, Chapter 57, Article VIII).
2. A Land Disturbance Permit application shall be submitted for any proposed land disturbing activity with the property. A complete set of construction plans including, but not limited to, drainage, utilities, grading, storm water detention systems and paving will need to be included with the Land Disturbance permit. This Permit must be submitted, approved, and issued prior to beginning any of the construction work.

3. Any and all proposed land disturbing activity within the property will need to be submitted for review and be in conformance with Mobile City Code, Chapter 17, Storm Water Management and Flood Control); the City of Mobile, Alabama Flood Plain Management Plan (1984); and, the Rules For Erosion and Sedimentation Control and Storm Water Runoff Control.
4. A 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state.
5. Any existing or proposed detention facility shall be maintained as it was constructed and approved. The Land Disturbance Permit application for any proposed construction includes a requirement of a Maintenance and Inspection Plan (signed and notarized by the Owner) for the detention facility. This Plan shall run with the land and be recorded in the County Probate Office prior to the Engineering Department issuing their approval for a Final Certificate of Occupancy.
6. The approval of all applicable federal, state, and local agencies (including all storm water runoff, wetland and floodplain requirements) will be required prior to the issuance of a Land Disturbance permit. The Owner/Developer is responsible for acquiring all of the necessary permits and approvals.
7. The proposed development must comply with all Engineering Department design requirements and Policy Letters.

TRAFFIC ENGINEERING COMMENTS Driveway number, size, location, and design to be approved by Traffic Engineering and conform to AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance

URBAN FORESTRY COMMENTS Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.

FIRE DEPARTMENT COMMENTS All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.

REMARKS The applicant is requesting Subdivision approval to create five (5) legal lots of record from four (4) metes-and-bounds parcels and one (1) legal lot of record; and Rezoning from R-A, Residential-Agricultural District, B-5, Office-Distribution District, I-1, Light Industrial District, and I-2, Heavy Industrial District to I-2, Heavy Industry District.

The site has been given Light Industry (LI) and Heavy Industry (HI) land use designations, per the Future Land Use Plan and Map, adopted on May 18, 2017 by the Planning Commission. The Future Land Use Plan and Map complements and provides additional detail to the Development Framework Maps in the Map for Mobile, adopted by the Planning Commission at its November 5, 2015 meeting.

Light Industry (LI)
This land use designation applies to an array of modern, low-impact industrial uses that include assembly and processing, warehousing, distribution and wholesaling facilities. The bulk of the light industrial use must be contained within a building or facility. If a light industrial use requires outside storage, the storage must be limited in area and appropriately screened from view in accordance to specific zoning requirements. This designation may also include uses such as complementary offices and retail.

LI also includes areas that may be regarded as "industrial business", where the land uses include business administration and logistics operations for industrial concerns, building trade contractors facilities and advance research facilities, as well as stand-alone educational, scientific and industrial research facilities, or any combination of those facilities located in light industrial and technology parks. Many parcels used for industrial business are smaller and scattered throughout Mobile. For this reason, these parcels are not singled out in the FLUM, but rather are addressed through zoning.

Light industrial uses are characterized by attractive, accessible and connected development, compatible with the character of surrounding neighborhoods. Development may take the form of planned campuses in park-like settings or unified design corridors, with consideration to factors such as site and building orientation, building design, landscaping and buffering, lighting, continuity of pedestrian networks, access and connectivity to transit and to freight transportation.

Heavy commercial and, in some cases, high-density residential land uses may serve as transitions between LI and other, lower-intensity land use designations. Protection buffers may also be required by zoning.

Heavy Industry (HI)
This designation applies to larger parcels primarily devoted to high-impact industrial activity which is preferably removed from residential and commercial uses. Light industry, industrial business or heavy commercial lands may separate heavy industry from other land uses.

Heavy industrial areas include collection, treatment, and manufacturing processes which use raw materials, are distinguished by the presence of noise, vibration, and/or odors, and benefit from easy access to a multimodal freight transportation network. Certain types of heavy industry are characterized by low building coverage and activities that rely on large areas of outdoor storage of raw material stockpiles and/or waste-product disposal areas, storage tanks, pipelines, and transportation yards to handle the transfer of heavy materials. The outdoor storage areas should be screened as much as possible by the nature of the stored materials.

Land designated as HI may be underdeveloped due to the presence of wetlands on portions of the parcel. In these cases, the wetlands may serve to buffer surrounding uses from the potential impacts

of the heavy industrial use. Undeveloped areas of HI parcels that have tree cover may be used as buffering between the heavy industrial use and other uses. Where buffers do not exist naturally, they should be provided as spelled out in the zoning and subdivision regulations. Open areas reserved for dredge disposal are also designated as HI and may contain wetlands.

In Mobile, port terminal facilities, docks, shipyards, drydocks, etc., are mostly owned by the State of Alabama. Although not subject to local zoning, these facilities are shown as heavy industrial uses in the FLUM.

It should be noted that the Future Land Use Plan and Map components of the Map for Mobile Plan are meant to serve as a general guide, not a detailed lot and district plan. In many cases the designation on the new Future Land Use Map may match the existing use of land, but in others the designated land use may differ from what is on the ground today. As such, the Future Land Use Plan and Map allows the Planning Commission and City Council to consider individual cases based on additional information such as the classification request, the surrounding development, the timing of the request, and the appropriateness and compatibility of the proposed use and, where applicable, the zoning classification.

Subdivision review examines the site with regard to promoting orderly development, protecting general health, safety and welfare, and ensuring that development is correlated with adjacent developments and public utilities and services, and to ensure that the subdivision meets the minimum standards set forth in the Subdivision Regulations for lot size, road frontage, lot configuration, etc.

The site fronts Todd Acres Drive, a minor street without curb and gutter, and an existing compliant right-of-way of 100-feet, making no dedication necessary. The site also has frontage along Kooiman Road, a minor street without curb and gutter, and an existing compliant right-of-way of 60-feet, making no dedication necessary. Finally, the site has frontage along Commerce Boulevard West, Commerce Boulevard East, and Commerce Boulevard South, all minor streets with curb and gutter, and existing compliant rights-of-way of 100-feet, making no dedications necessary.

The plat does not indicate a minimum building setback line along any of the street frontages. Therefore, the plat should be revised to indicate at least a 25-foot minimum building setback line along all public street frontages.

The preliminary plat depicts several easements, and as such, a note should be placed on the Final Plat stating that no structures are allowed in any easements, without the permission of the easement holder.

The lot sizes are labeled on the preliminary plat in square feet and acres, and should be retained on the Final Plat, or a table should be furnished on the Final Plat providing the same information, if approved.

The proposed Lot 5 is a flag shaped lot with approximately 30-feet of street frontage, and exceeds the maximum width-to-depth ratio as set forth in Section V.D.3. of the Subdivision regulations. Therefore, approval will require waivers of Sections V.D.2. and V.D.3. of the Subdivision Regulations.

Regarding access management, a note should be placed on the Final Plat stating Traffic Engineering comments, if approved.

The applicant submitted the following concerning the Rezoning:

> *We request to rezone lots 1 and 2 of the proposed Todd Acres Industrial Park Subdivision. Currently there is a mix of R-A, B-5, I-1, and I-2 zoning on these parcels. With part of the parcels already zoned I-2 we feel it is appropriate to change the zoning for all of the parcels to I-2 in order to accommodate the proposed future development. The Future Land Use Map has these properties designated Light Industry and Heavy Industry. This is consistent with the requested zoning change on these parcels. The provided site plan is conceptual at this stage and there are no current commitments.*

The applicant only wishes to rezone proposed Lots 1 and 2, and has submitted a site plan showing a conceptual development, with multiple structures on the proposed Lot 1, and up to four (4) phases of development. If the proposed lots are to be developed with multiple structures, or shared access between building sites, they should be developed in full compliance with the Zoning Ordinance requirements at the time of development.

The site is bounded to the North by I-1, Light Industry District and B-5, Office-Distribution District; to the West by I-1 and R-A, Residential-Agricultural District; to the South by I-1, R-A and I-2, Heavy Industry District; and to the East by B-5, R-A, and I-2. If approved, a compliant residential buffer will be required where the property abuts residentially zoned or utilized property.

Section 64-9. of the Zoning Ordinance states that the intent of the Ordinance and corresponding Zoning Map is to carry out the comprehensive planning objective of sound, stable and desirable development. While changes to the Ordinance are anticipated as the city grows, the established public policy is to amend the ordinance only when one or more of the following conditions prevail: 1) there is a manifest error in the Ordinance; 2) changing conditions in a particular area make a change in the Ordinance necessary and desirable; 3) there is a need to increase the number of sites available to business or industry; or 4) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

On the application, the applicant states that the rezoning is necessary and desirable due to changing conditions in the area and a need to increase the number of sites available to business or industry. It should also be noted that as proposed, Lot 1 would be split-zoned, therefore the subdivision of land into building sites makes reclassification of the land necessary and desirable as well. Additionally, application #7 is in the immediate area and consists of a rezoning request to I-1, Light Industry, thus indicating there may be changing conditions within this area which make a change in the Ordinance necessary and desirable.

RECOMMENDATION

Subdivision: Based upon the preceding, this application is recommended for Tentative Approval, with waivers of Sections V.D.2. and V.D.3. of the Subdivision Regulations subject to the following conditions:

1) retention of the existing rights-of-way for all public streets;
2) revision of the plat to indicate at least a 25-foot minimum building setback line along all public streets;
3) retention of the lot size labels in both square feet and acres, or the furnishing of a table on the Final Plat providing the same information;
4) placement of a note on the Final Plat stating that no structures are allowed in any easement without the permission of the easement holder;
5) compliance with the Engineering comments: (*FINAL PLAT COMMENTS (should be addressed prior to submitting the FINAL PLAT for review and/or signature by the City Engineer): A. Provide all of the required information on the SUBDIVISION PLAT (i.e. signature blocks, signatures, certification statements, written legal description, required notes, legend, scale, bearings and distances) that is required by the current Alabama State Board of Licensure for Professional Engineers and Land Surveyors. B. Provide a detail of LOT 5 at the Todd Acres Road ROW. C. Provide a bearing and distance for the chord of the two (2) points on/in Rabbit Creek. Set reference monuments as needed. D. The 611'x1477' portion at the SE corner of LOT 1 is separated by property and ROW form the rest of LOT 1. This area should be labeled as a separate LOT (LOT 6) and provided a separate written legal description. It will need an MFFE (BFE is 18). E. National Wetlands Inventory (NWI) mapping, as shown on City of Mobile GIS information, indicates that there is potential for wetlands within the property or properties shown on this plat. Show and label the delineated wetlands, or provide a note stating that the wetlands shown on this plat are scaled from the NWI data and have not been delineated. F. Show and label the MFFE (Minimum Finished Floor Elevation) on each lot that contains an AE, V, or X (shaded) flood zone designation. The BFE for LOT 1 (and LOT 6) is 18' and the BFE for LOT 4 is 11'. G. Provide reference, on the map and the description, to a monumented corner. H. Provide a written legal description and matching bearing and distance labels for the proposed subdivision. Due to existing ROW (Road and RR) you will need to provide a separate written legal description for the subdivision of LOT 1& 4, LOT 2 & 5, LOT 3, and LOT 6. I. Provide a note that a 25' riparian buffer may be required, during development, along the edge of anything considered by ADEM to be a water of the state. J. Revise NOTES #13 from "All proposed detention..." to "All existing and proposed detention...". K. Revise NOTES #15 to read "As shown on the 1984 aerial LOTS 1-5 will receive historical credit of existing (1984) impervious area towards stormwater detention requirement per Mobile City Code, Chapter 17, Storm Water Management and Flood Control) as follows: LOT 1 – NONE, LOT 2 – NONE, LOT 3 – NONE, LOT 4 – NONE, LOT 5 – NONE, LOT 6 - NONE. L. Email a pdf copy of the FINAL SUBDIVISION PLAT and LETTER OF DECISION to the Permitting Engineering Dept. for review at land.disturbance@cityofmobile.org prior to obtaining any signatures. No signatures are required on the drawing.)*;
6) placement of a note on the Final Plat stating the Traffic Engineering comments: *(Driveway number, size, location, and design to be approved by Traffic Engineering and conform to*

AASHTO standards. Any required on-site parking, including ADA handicap spaces, should meet the minimum standards as defined in Section 64-6 of the City's Zoning Ordinance.);

7) compliance with the Urban Forestry comments: *(Property to be developed in compliance with state and local laws that pertain to tree preservation and protection on both city and private properties [Act 929 of the 1961 Regular Session of the Alabama Legislature (Acts 1961, p. 1487), as amended, and City Code Chapters 57 and 65]. Private removal of trees in the right-of-way will require approval of the Mobile Tree Commission. Removal of heritage trees from undeveloped residential sites, developed residential sites in historic districts, and all commercial sites will require a tree removal permit.)*;
8) compliance with the Fire Department comments: *(All projects within the City Limits of Mobile shall comply with the requirements of the City of Mobile Fire Code Ordinance (2012 International Fire Code). Fire apparatus access is required to be within 150' of all commercial and residential buildings. A fire hydrant is required to be within 400' of non-sprinkled commercial buildings and 600' of sprinkled commercial buildings.)*; and,
9) completion of the Rezoning process prior signing the Final Plat.

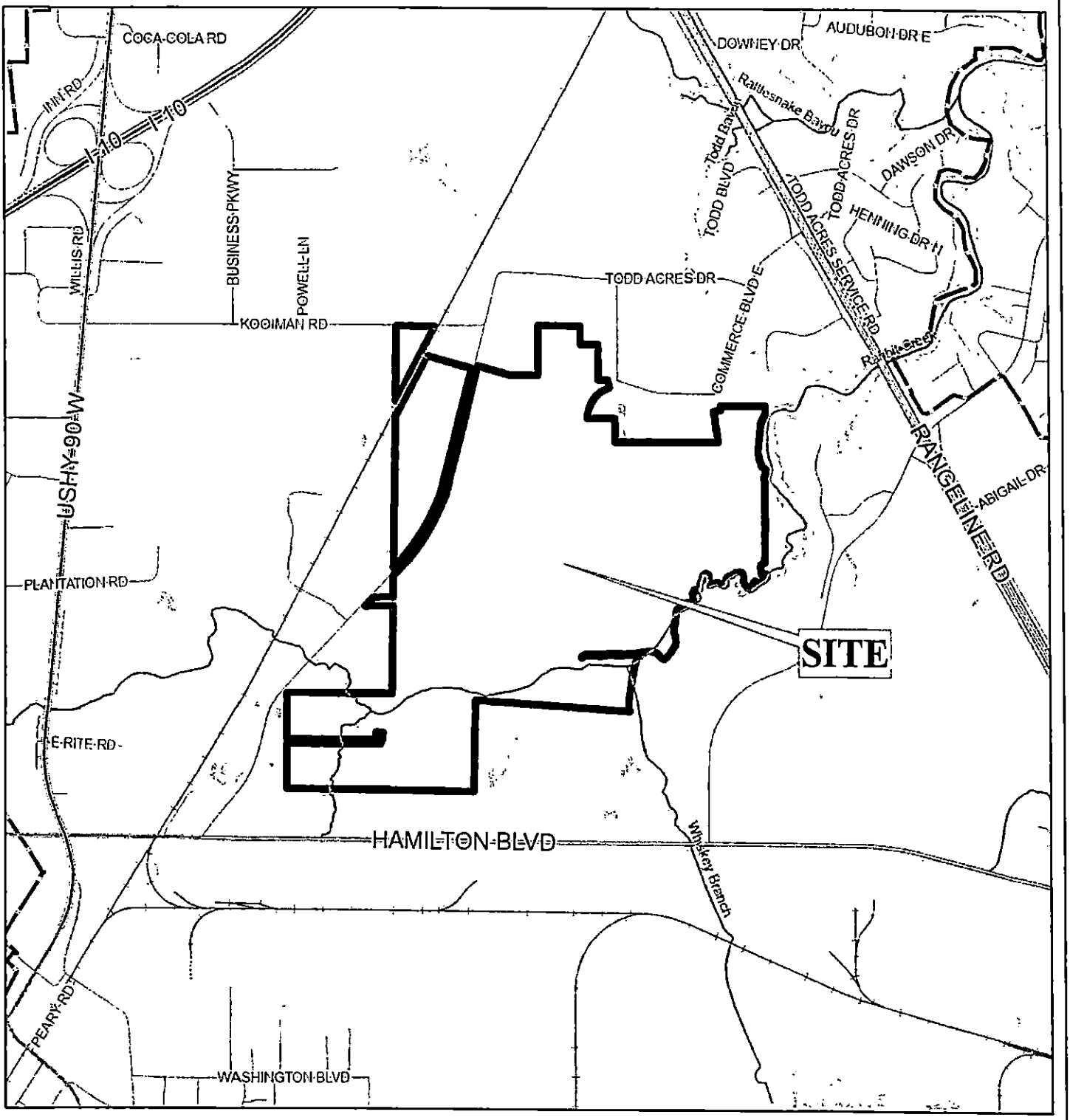
Rezoning: Based on the preceding, this application is recommended for Approval for the following reasons:

a) changing conditions in a particular area make a change in the Ordinance necessary and desirable;
b) there is a need to increase the number of sites available to business or industry;
c) the subdivision of land into building sites makes reclassification of the land necessary and desirable.

The approval should be subject to the following conditions:

1) completion of the Subdivision process; and
2) full compliance with all municipal codes and ordinances.

LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

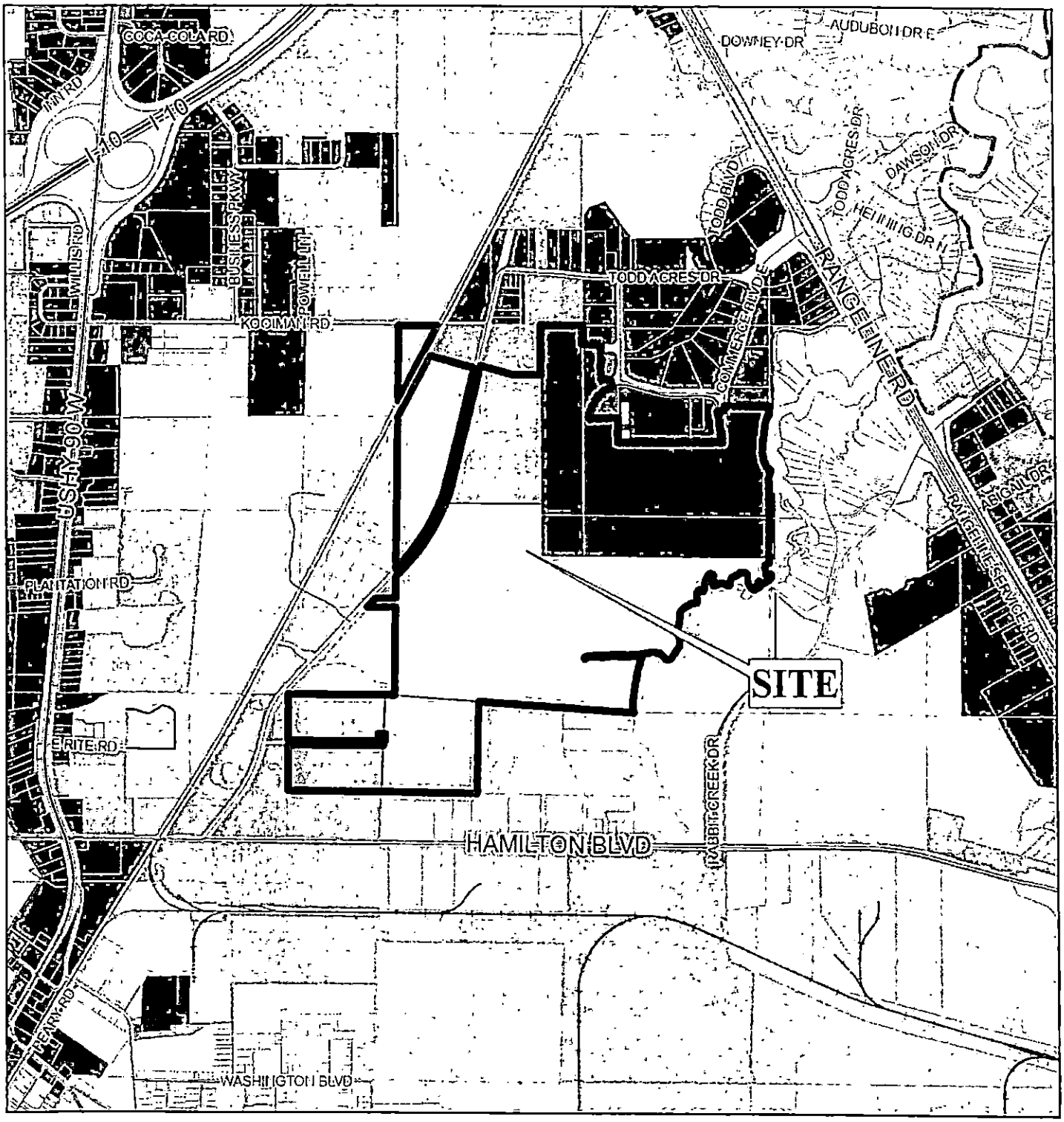
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

LOCATOR ZONING MAP



APPLICATION NUMBER 8 DATE October 20, 2022

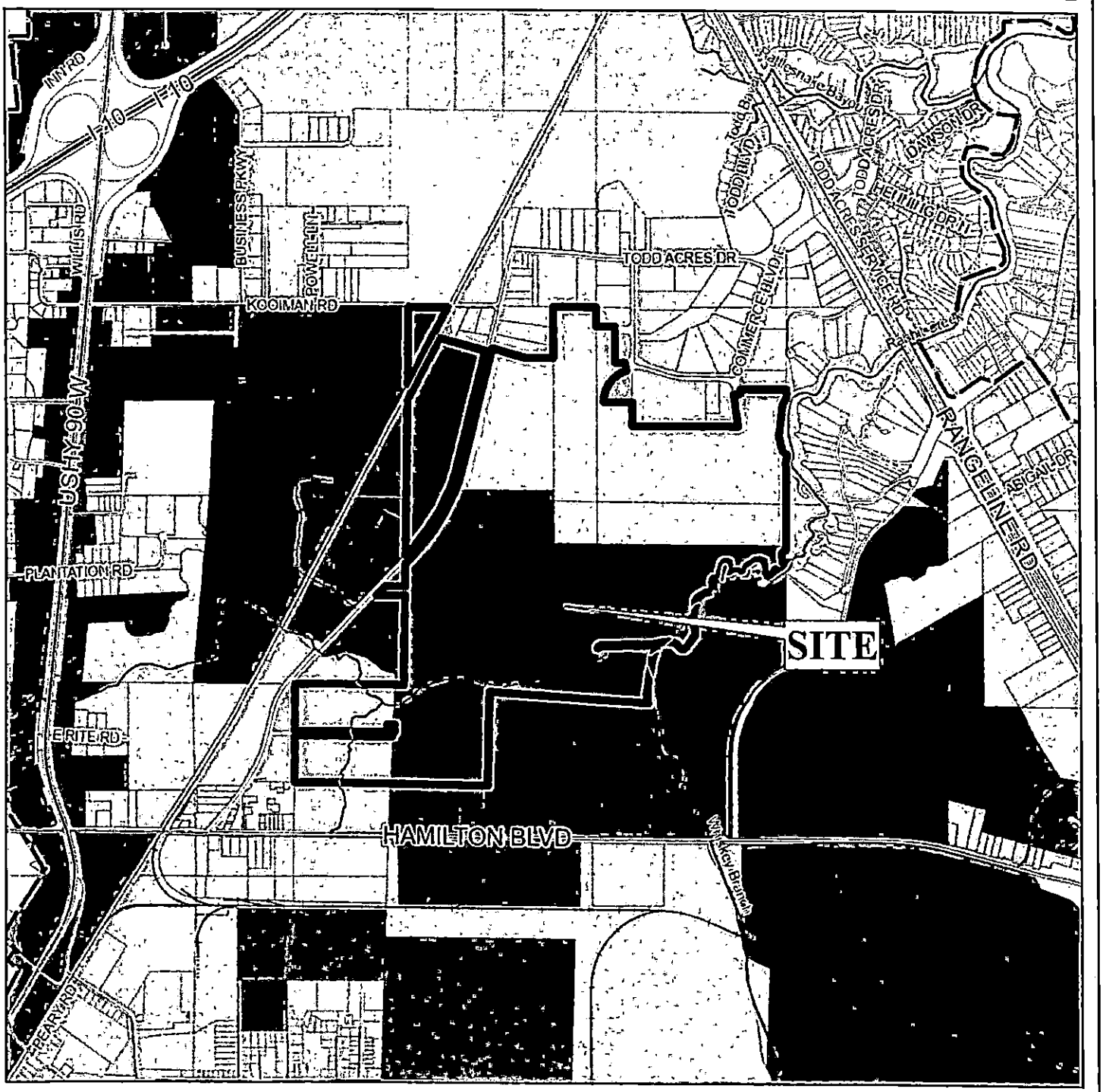
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

FLUM LOCATOR MAP



APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

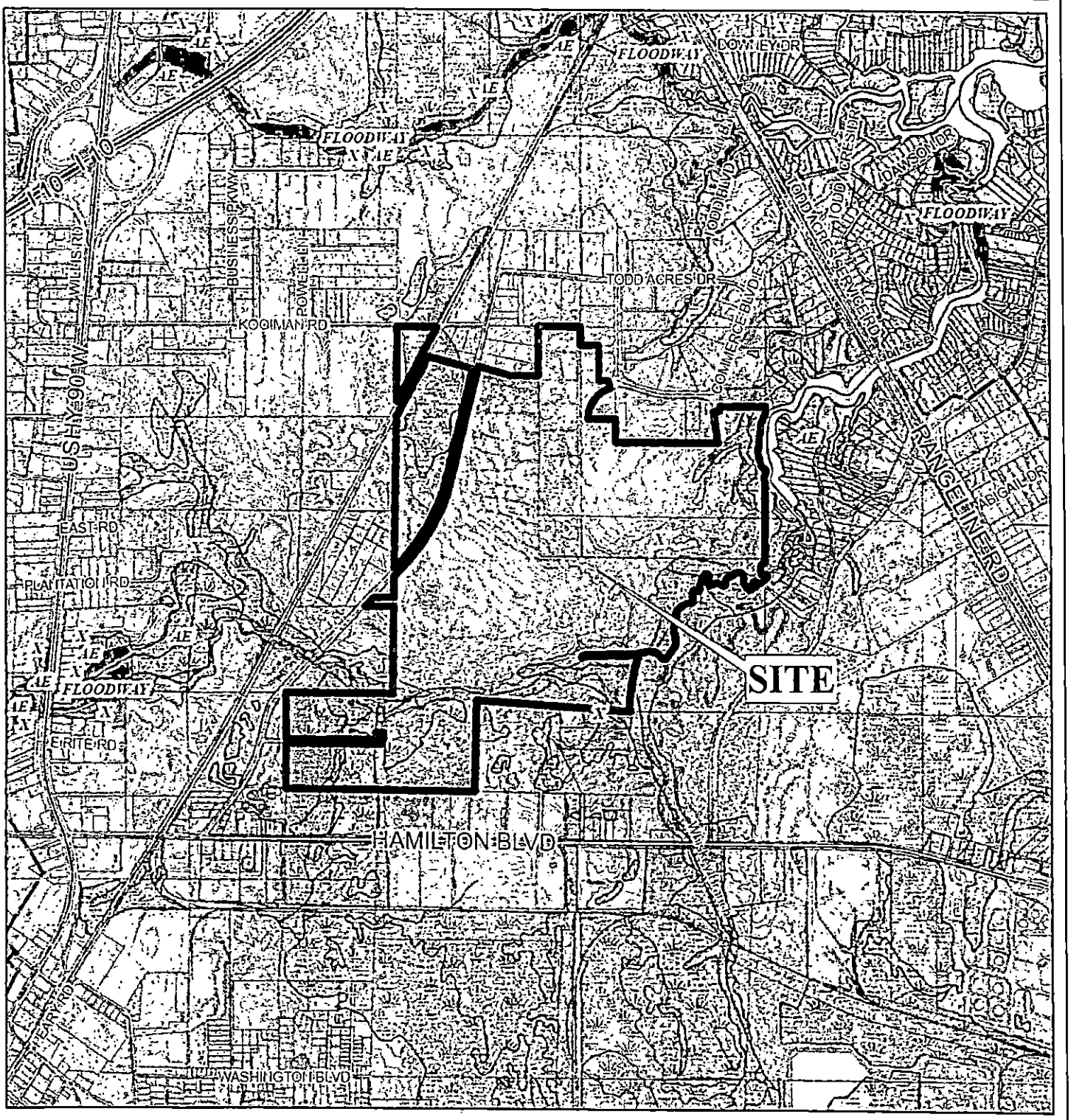
Layer2

- Low Density Residential
- Mixed Density Residential
- Downtown
- District Center
- Neighborhood Center - Traditional
- Neighborhood Center - Suburban
- Traditional Corridor
- Mixed Commercial Corridor
- Downtown Waterfront
- Light Industry
- Heavy Industry
- Institutional
- Parks & Open Space
- Water Dependent

N

NTS

ENVIRONMENTAL LOCATOR MAP

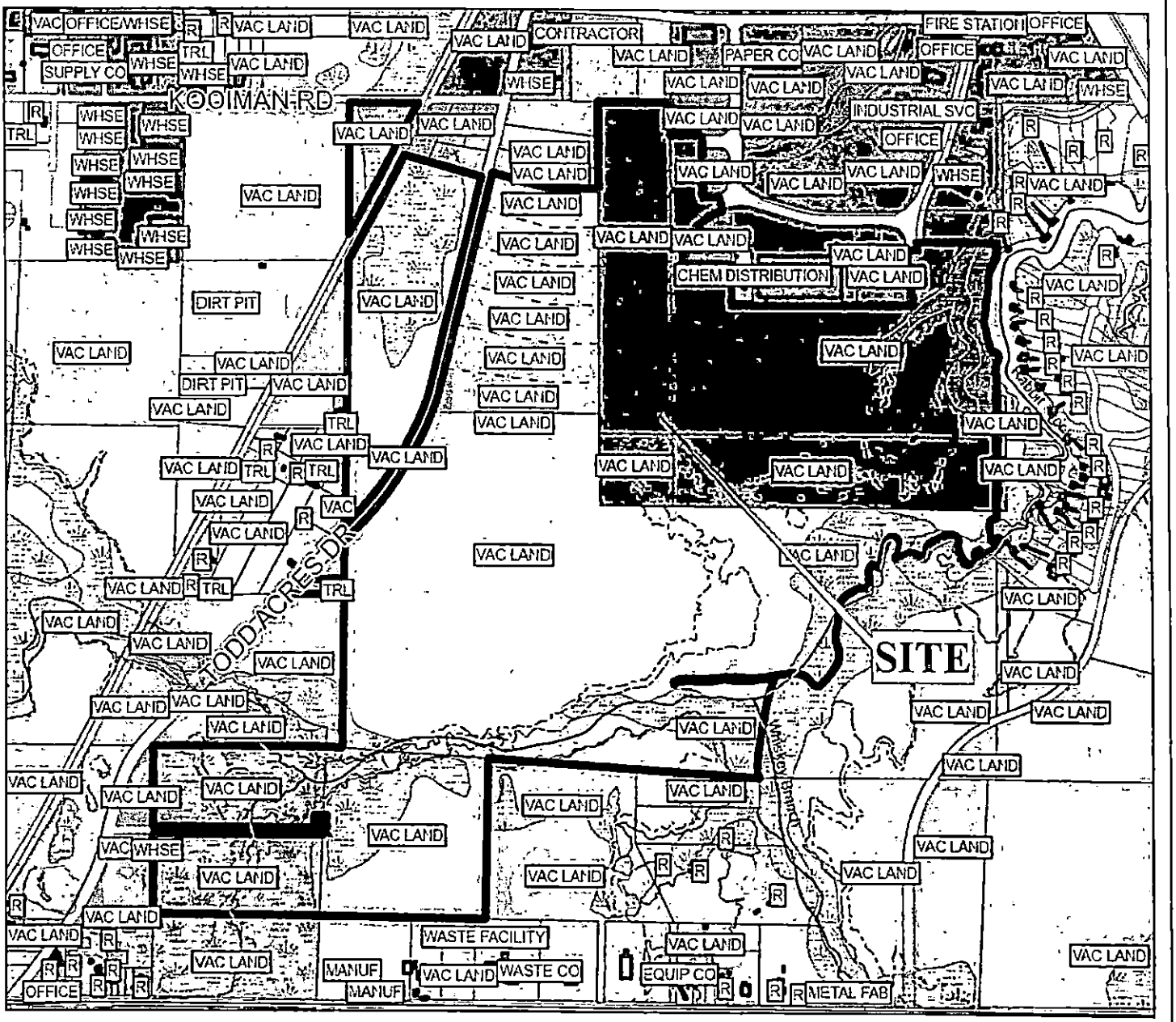


APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

PLANNING COMMISSION
VICINITY MAP - EXISTING ZONING



The site is surrounded by vacant land, and commercial and residential units.

APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

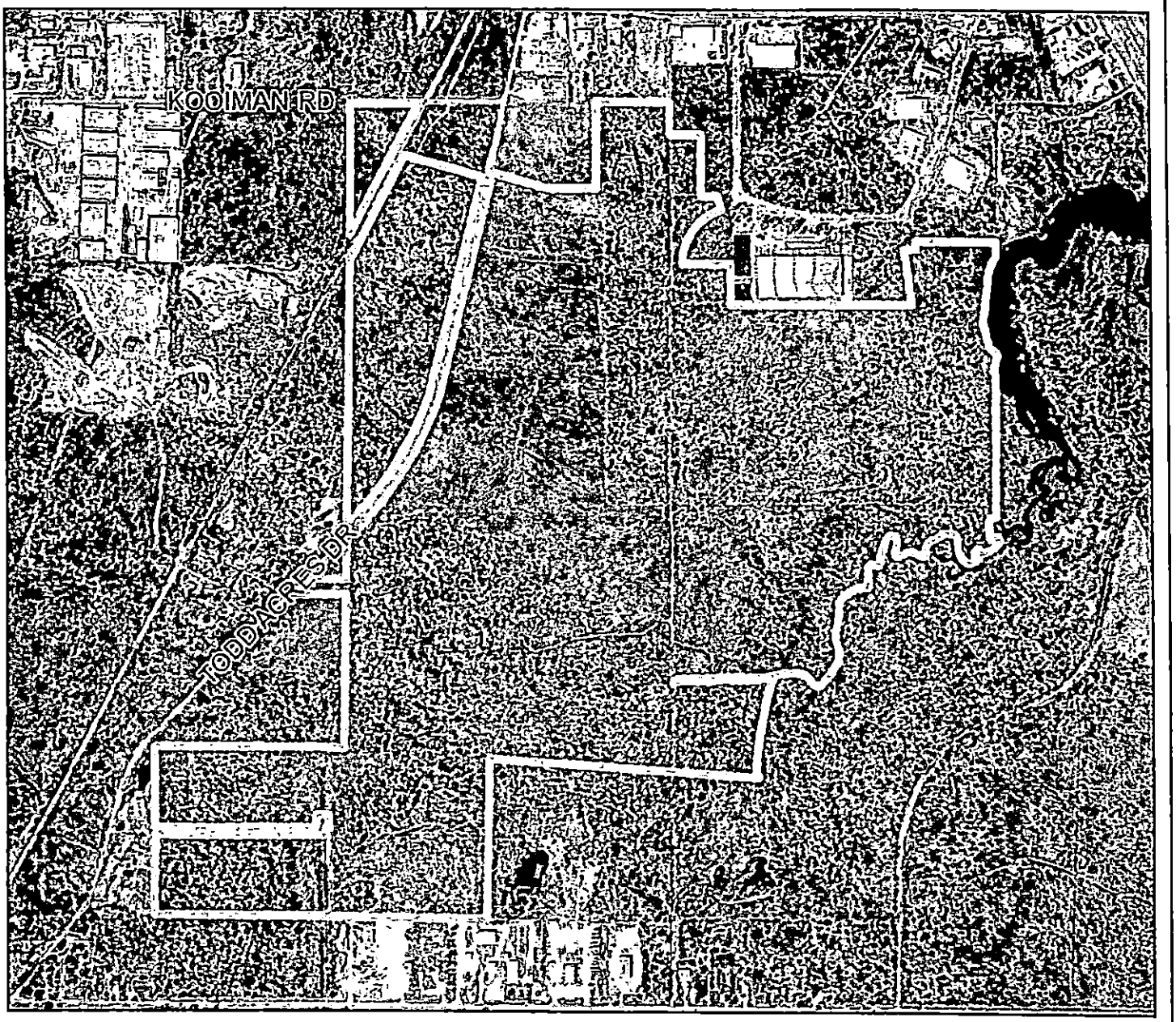
REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

R-A	R-3	T-B	B-2	B-5	MUN	SD-WH	T5.1	
R-1	R-B	B-1	B-3	I-1	OPEN	T3	T5.2	
R-2	H-B	LB-2	B-4	I-2	SD	T4	T6	

N

NTS

PLANNING COMMISSION
VICINITY MAP - EXISTING AERIAL



The site is surrounded by vacant land, and commercial and residential units.

APPLICATION NUMBER 8 DATE October 20, 2022

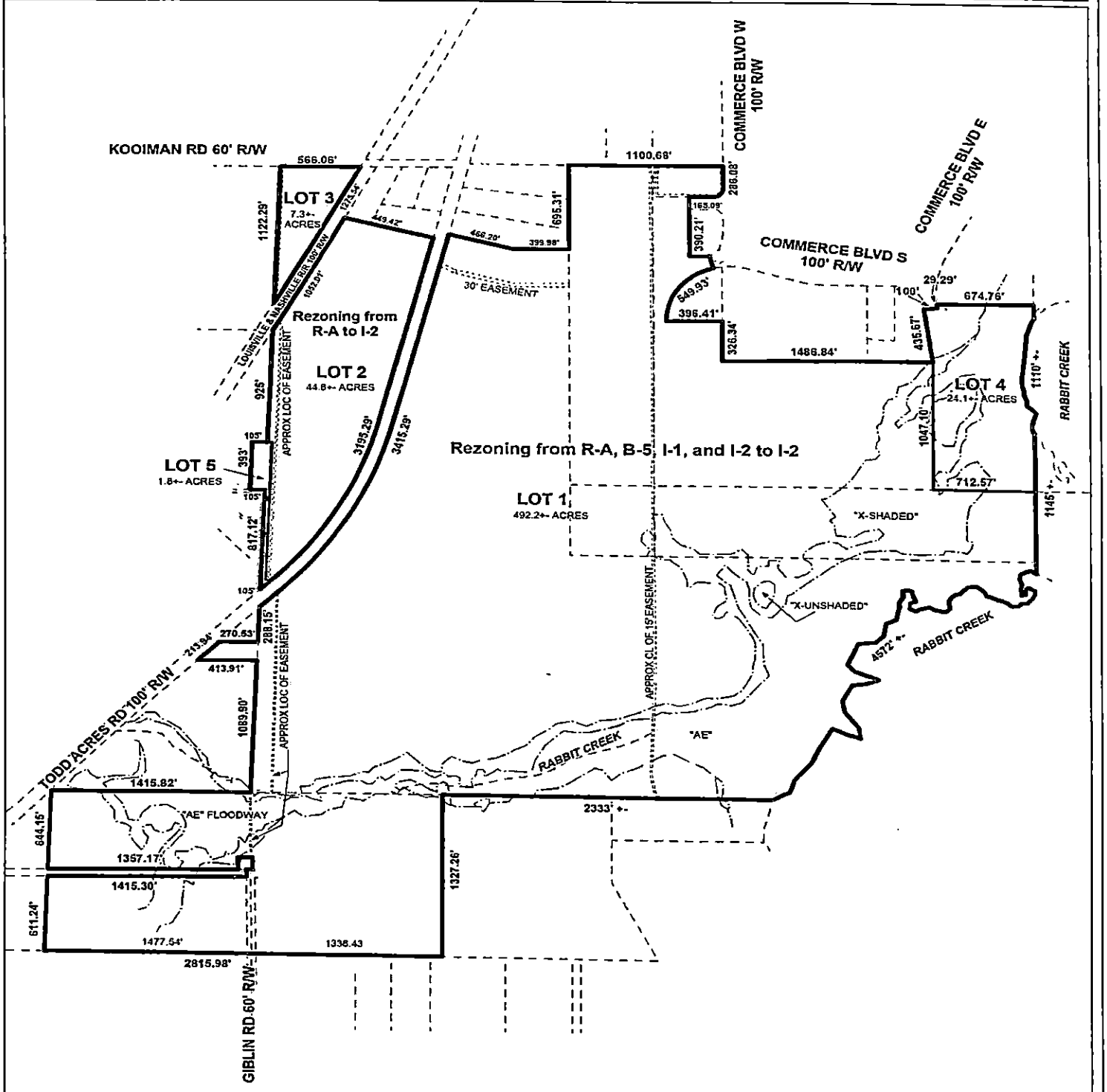
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

SITE PLAN



The site plan illustrates the proposed lots, flood zone, and easements.

APPLICATION NUMBER 8 DATE October 20, 2022

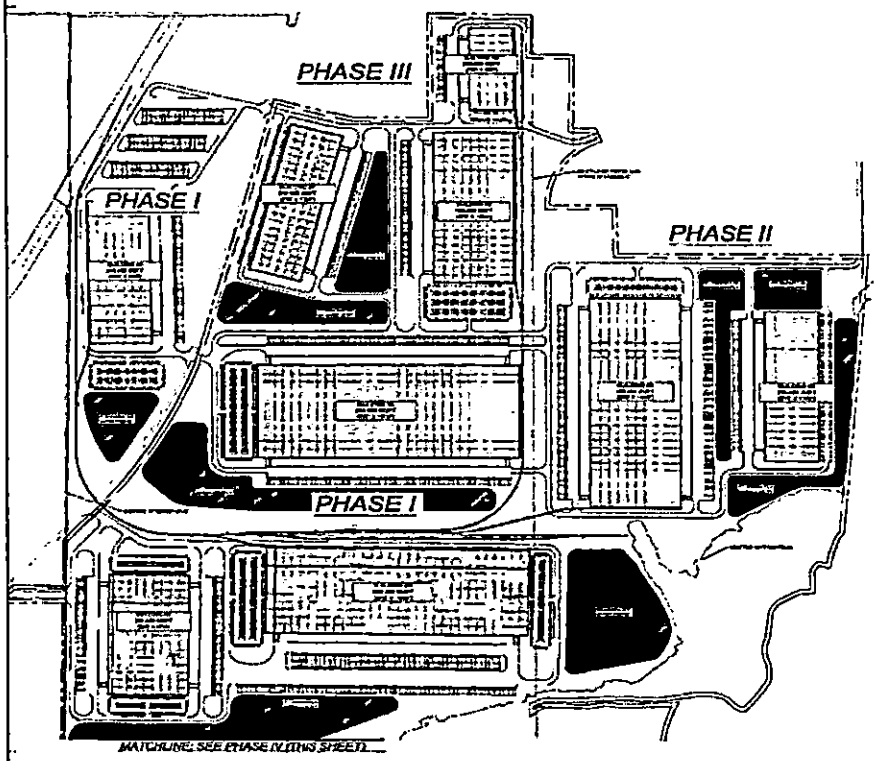
APPLICANT Todd Acres Industrial Park Subdivision

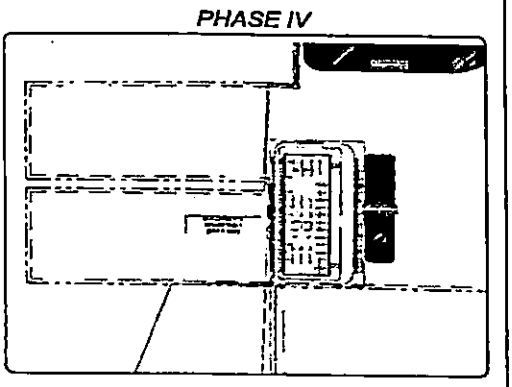
REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

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NTS

DETAIL SITE PLAN





APPLICATION NUMBER 8 October 20, 2022

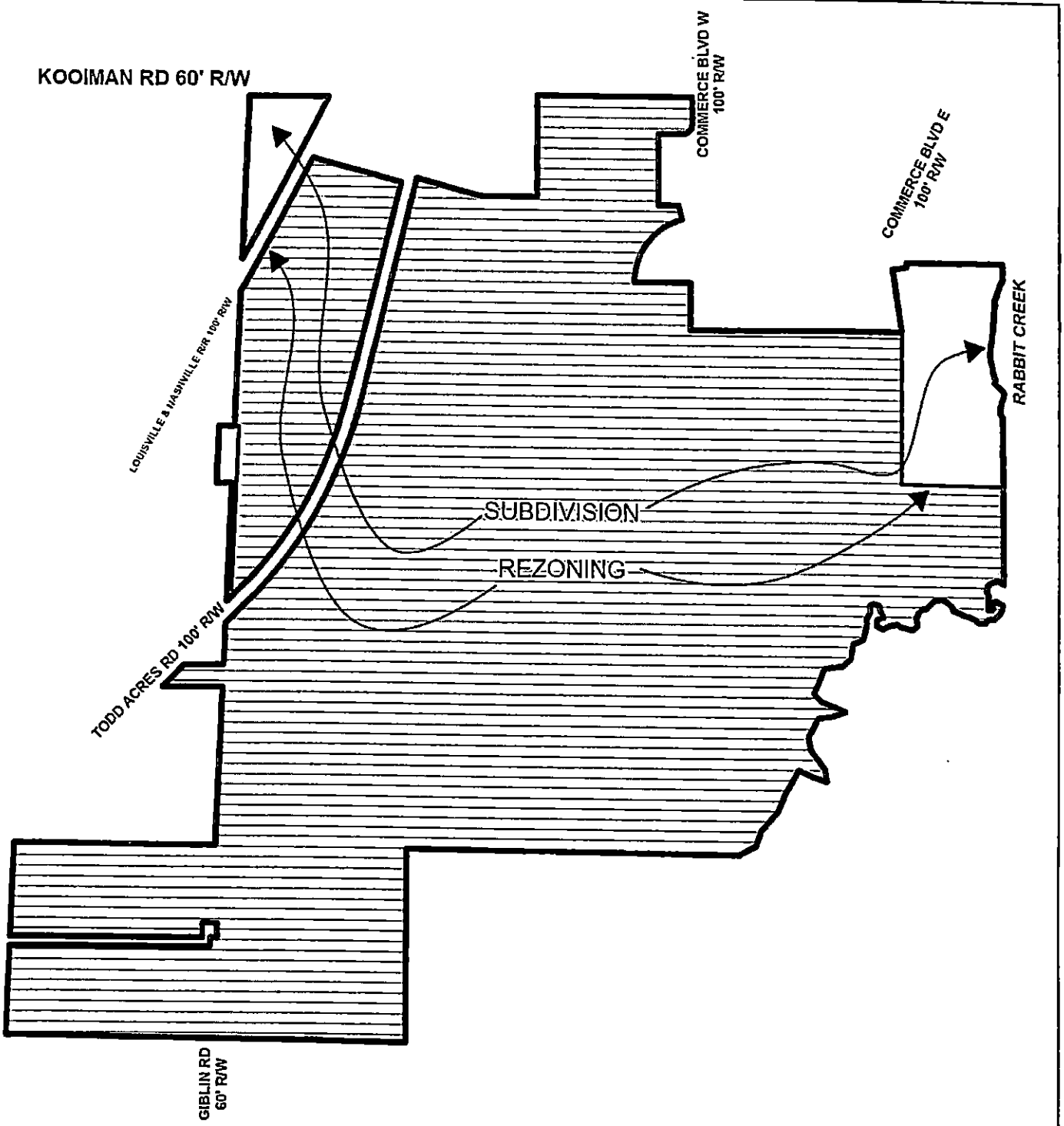
APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS

DETAIL SITE PLAN



APPLICATION NUMBER 8 DATE October 20, 2022

APPLICANT Todd Acres Industrial Park Subdivision

REQUEST Subdivision, Rezoning from R-A, B-5, I-1 and I-2 to I-2

N

NTS